



**Agenda**  
**Select Board Meeting**  
**Town of Damariscotta, Maine**  
**November 16, 2022**  
***IMMEDIATELY FOLLOWING SPECIAL TOWN MEETING***  
***AT 5:30 PM***

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

- I. Pledge of Allegiance**
- II. Public Hearing**
- III. Call Select Board Meeting to Order**
- IV. Minutes**
  - 1. November 2, 2022 Select Board Minutes
- V. Financial Reports**
  - 1. Payroll Warrants #
  - 2. Accounts Payable Warrants #
- VI. Citizen Comments and General Correspondence**
  - 1. 70 Church Street
- VII. Town Manager Items**
  - 1. Capital Project Updates
  - 2. SafetyWorks DPW Assessment
  - 3. FY 23 Winter Maintenance Contract
- VIII. Official Action Items**
  - 1. Abatement Request
  - 2. Code Enforcement Officer/Licensed Plumbing Inspector/Addressing Officer Appointment
  - 3. Animal Control Officer Agency Agreement with Lincoln County
  - 4. Paving Reserve Request – Heater Road
  - 5. Cemetery Deed and Perpetual Care Contract – Hillside, Annex 2, Lots 109, 110, 111
  - 6. Cemetery Deed and Perpetual Care Contract – Hillside, Annex 2, Lots 1104, 1105, 1106
  - 7. Emergency Fuel Supply and Coordination Agreement
- IX. Select Board’s Discussion Items**
- X. Adjournment**



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- 1. November 2, 2022 Select Board Minutes

**V. Financial Reports**

- 1. Payroll Warrants #
- 2. Accounts Payable Warrants #

**VI. Citizen Comments and General Correspondence**

- 1. 70 Church Street – see included materials from Jessica Sirois. I recommend a representative from the Board and Public Works Committee offer to meet with Ms Sirois and myself at a date to be determined.

**VII. Town Manager Items**

- 1. Capital Project Updates
- 2. SafetyWorks DPW Assessment – see attached list of safety improvements to be completed.

**VIII. Official Action Items**

- 1. Abatement Request  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to approve the account adjustment, as presented by the Assessor’s Agent for the 2020-1 tax assessment for RE 1798, for a total abatement of \$254.13.      Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
  
- 2. Code Enforcement Officer/Licensed Plumbing Inspector/Addressing Officer Appointment  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to appoint George Chase to the positions of Code Enforcement Officer, Licensed Plumbing Inspector, and Addressing Officer.  
Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
  
- 3. Animal Control Officer Agency Agreement with Lincoln County  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to sign the agreement with Lincoln County for Animal Control Services for the Town of Damariscotta.      Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

4. Paving Reserve Request – Heater Road – see attached memo  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to authorize up to \$18,500 be a spent on improvements to Heater Rd on the condition that the remaining deeds be signed and collected. Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
  
5. Cemetery Deed and Perpetual Care Contract – Hillside, Annex 2, Lots 109, 110, 111.  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to sign the Cemetery Deed and Perpetual Care Contract for lots 109, 110, and 111 located in Hillside Cemetery, Annex 2.  
Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
  
6. Cemetery Deed and Perpetual Care Contract – Hillside, Annex 2, Lots 1104, 1105, 1106.  
On motion ( \_\_\_\_\_ / \_\_\_\_\_ ) to sign the Cemetery Deed and Perpetual Care Contract for lots 1104, 1105, and 1106 located in Hillside Cemetery, Annex 2.  
Vote \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

1. FY 23 Winter Maintenance Contract – see attached memo. The board will need to discuss next steps following the results of the Special Town Meeting.

**X. Adjournment**

Dear Andy and Board of Selectmen,

I am writing to request consideration to special circumstances that involve my property at 70 Church St and The Hodgdon St road renovation. From the beginning of this project, I have attempted to discuss a project that I will be doing on my property and how it ties into the Hodgdon St project with both the former town manager and the town engineer. I have been told repeatedly that one is independent of the other and weighs no bearing on the road project. I am going to lay out the reasons this is problematic and I hope together, with you, we may come to some sort of arrangement that is solution oriented and a positive outcome for everyone.

Hodgdon St drainage has been a problem for as long as I have lived on this St, which is 21 years. For the first 12 years the road commissioner would come by every fall and spring to clean out the drainage pipe placed parallel and in front of my barn. This assisted in directing the water build up at my barn, but set it up to pool at the beginning of my driveway and down the hill into the Pleasant St and Hodgdon St intersection. This has been a mess for years and the town has been aware of this since at least 2015 when it was addressed in several town meetings by many neighbors during the Stepping Stone Neighborhood project. I personally addressed the water concerns and also spoke multiple times with the road commissioner about my concerns. For the past 8-10 years the town stopped cleaning out the drainage pipe in front of my barn. It is completely overgrown and no longer is displacing water from saturating the area where my barn now sits. The pooling water has now caused damages to the foundation of my barn. This space is used as as my professional business and has operated as such for 20 years. I am looking at a \$28,000 foundation replacement ( pre covid estimate) . I believe the town is partially responsible for these damages and would like to discuss how we might work together to resolve the road maintenance neglect that has lead directly to this problem. { See Photos provided }

\* { I have included the State of Maine municipal road responsibility and regulation regarding liability in this packet. }

The new foundation project is contracted to happen this year. I will need to tie into the new drainage system on Hodgdon. The heavy equipment needed to complete the barn foundation will impact a newly built road. I would think we might want to do this before the new road goes in? So far I have not been able to coordinate communication around working together on this.

I would also like to move my existing driveway to the opposite side of my current driveway so I may create a fenced in back yard. The area of my property I would like to place this in is partially in the ROW. I want to negotiate with the town to release the remainder of the ROW after the new road goes in. To be honest I don't believe the town should be taking the ROW for a bigger road in this historic neighborhood, but I was told on several occasions by Matt Lutkus that the road wouldn't get replaced if I didn't agree to the towns engineered plan. Part of the reason I don't agree that the town has the right

to take the ROW is that the town is working off a Deed from 1870 for the ROW. This ROW would have been identified in the deed of 70 Church St and it appears no where going back on the history of this property. This is unusual because the barn originally was not in its current location. It originally existed in what the town is claiming is the ROW. Its placement there would not have been able to have happen if the ROW existed. And if the ROW did exist, then this property would have been grandfathered when the Chasse family ( original owners for 100 yrs) removed the barn from its original location, moved it into its current spot and created a 5 car parking lot that again is in most of the ROW. They would not have had permission to do this due to the towns claim that the ROW existed, or they were grandfathered by the town in order to have done this. This makes me question whether or not the town legally can assume this land.

The town is also assuming a ROW on the Church St side of my property for sidewalks. The town cut into my lawn ( which went all the way to the road) 4 years ago now for that and just left it as a wet muddy messy. I am now losing land I have been paying taxes on on both side of my property, which gives me hope that the town will work with me on these issues.

I would like to request an on site meeting on my property with you Andy, and a representative from the board of selectman. I would like to show you everything that is listed in this letter to see how we might work on solutions and resolutions together.

Thank you for your time and consideration.

Sincerely,  
Jessica Sirois  
207.329.1625

## Part II. Municipal Road Responsibility and Regulation

### CHAPTER 5 – Road Maintenance and Repair

This Chapter discusses municipal road maintenance and repair obligations. Several topics are covered, including summer and winter maintenance, state and state-aid roads, brush cutting, and bidding and contracting practices. Related topics are discussed in Chapter 6 and Chapter 9.

#### Legal Obligation to Maintain and Repair Roads

A municipality's obligation to maintain and repair a road varies depending on the type of road: town way, public easement, or privately owned road. These are addressed separately below.

##### Town Ways

Maine law requires that town ways be kept open and in repair so as to be "safe and convenient" for travelers with motor vehicles.<sup>1</sup> If a municipality fails to meet this repair obligation, three or more responsible persons may petition the county commissioners to order the municipality to repair the town way.<sup>2</sup> If, after notice and hearing, the county orders the municipality to repair the way and yet the municipality fails to do so, the county commissioners may have the work performed by their agent and then may send the bill for repairs to the municipality.<sup>3</sup>

Additionally, if a town way is "blocked or encumbered" with snow, it must be opened and made passable within a reasonable time.<sup>4</sup> This obligation to remove snow from town ways also requires the removal of snow and ice from sidewalks; however, the municipality is immune from liability for accidents caused by ice and snow on streets and sidewalks<sup>5</sup> and is liable only for injury caused by a defect in the sidewalk.<sup>6</sup> The process for closing roads to winter maintenance in order to avoid having to keep some or all of certain ways clear of snow is discussed later in this Chapter.

##### No Private Maintenance of Town Ways

Municipal officials are often asked whether private citizens can repair and maintain public ways at their own expense, and what rights and liabilities this involves. There is no statute on point, but the case law is clear that private individuals have no right to repair or reconstruct town ways; this may only be done by the municipality or a person acting with authority of the municipality.<sup>7</sup> This result is logical, since the municipality is responsible for defects in the town way, and so the municipality should be able to control the repair of a town way and the resultant liability.

**PART III. Municipal Liability for Roads****CHAPTER 9 – Liability**

Municipal liability for road-related injuries and damage is governed primarily by the Maine Tort Claims Act and the Highway Liability for Damages Act. These and related laws are discussed below.

**Maine Tort Claims Act**

The Tort Claims Act contains two road-related exceptions: (1) negligence during road construction, cleaning and repair; and (2) negligent operation of vehicles.

The Maine Tort Claims Act<sup>1</sup> provides municipalities with broad immunity from liability for negligent acts or omissions. However, there are exceptions to the general rule of governmental entity immunity, and

these exceptions are strictly construed.<sup>2</sup> Where these exceptions exist, the Tort Claims Act sets a liability cap of the greater of \$400,000 for the municipality and \$10,000 for municipal employees individually, or the limits of any insurance that the municipality has purchased.<sup>3</sup> The details of the Tort Claims Act are complex. Any claims against the municipality should be referred immediately to the municipality's insurance agent and attorney.

Under the Tort Claims Act municipalities may be held liable for (1) negligence occurring during road construction, cleaning and repair and (2) negligent operation of motor vehicles.

**Road Construction, Cleaning and Repair**

The Tort Claims Act provides as follows:

A governmental entity is liable for its negligent acts or omissions arising out of and occurring during the performance of construction, street cleaning or repair operations on any highway, town way, sidewalk, parking area, causeway, bridge, airport runway or taxiway, including appurtenances necessary for the control of those ways including, but not limited to, street signs, traffic lights, parking meters and guardrails. A governmental entity is not liable for any defect, lack of repair or lack of sufficient railing in any highway, town way, sidewalk, parking area, causeway, bridge, airport runway or taxiway or in any appurtenance thereto.

Under this law, two elements must exist for liability to attach: (1) there must be construction, street cleaning or repair operations performed in a negligent manner, and (2) the injury must arise out of and occur during such operations. Both the injury and the negligence must occur during the cleaning, repair or construction operations.<sup>4</sup>

A	B	C	D	E	F	G	H	I	J	K	
1		Public Works Survey of Road & Parking Lot Projects: 10/29/2020									
2	Service Required	Overall Condition	Reconstruction	Overlay	Chip Seal	Crack Sealing	Shoulder/Sidewalk	Ditching	Culverts	Brush Trimming	Notes
3	Roads/Streets										
4	Back Meadow	Fair to Good	Recommend milling and overlay								Request as major capital project in FY2022
5	Belvedere	Fair	Recommend milling and overlay			shoulder work needed full length of road PWI			Replace three culverts PWC		Request as major capital project in FY2022
6	Belvedere Ext.	Good									
7	Branch	Good								Brush cutting needed PWI	Spring-Summer 2021
8	Chapman	Fair to Good		Shim and Overlay approx. 100' from School Street RFP							Request in FY2022 Capital Budget
9	Church	Fair to Good		Shim and overlay Hillside Lane to School Street RFP							Request in FY2023 Capital Budget
10	Cross	Fair to Good									See note for Water Street
11	Elm	Good									
12	Egypt	Fair to Good							Northern most culvert-major capital project; ENG/RFP	Brush-cutting PWI	Request reconstruction of northern section of road as major capital project in FY2022 Request northern culvert in FY2023 Capital Budget
13	Hammond	Good									
14	High	Good									
15	Madison	Poor	Section east of Pleasant Street - Obsolete study to walkway - ENG/RFP	Shim and Overlay rest of road up to previously-completed east section RFP							Possible COBG funded project; currently waiting on G&D to do survey & engineering; construction in FY2022
16	Keene Woods	Fair to Good							maintenance required PWI	tree trimming required PWC	Spring-Summer 2021

It says obtain ROW Report from Town site 2019-2024



Begin forwarded message:

Board Packet 11/16/2022

**From:** "Michael Alderson Restorations" <quickhooks@notification.intuit.com>  
**Subject:** Estimate 1006 from Michael Alderson Restorations  
**Date:** May 19, 2021 at 11:20:26 AM EDT  
**To:** healingcreatively@gmail.com  
**Reply-To:** malderson1970@gmail.com


Dear J.S.,

Please review the estimate below. Feel free to contact us if you have any questions.  
We look forward to working with you.

Have a great day,  
Michael Alderson Restorations

----- Estimate -----

48 Brown's Cove Rd  
Round Pond, ME 04564-3752 US  
+1 2075292540

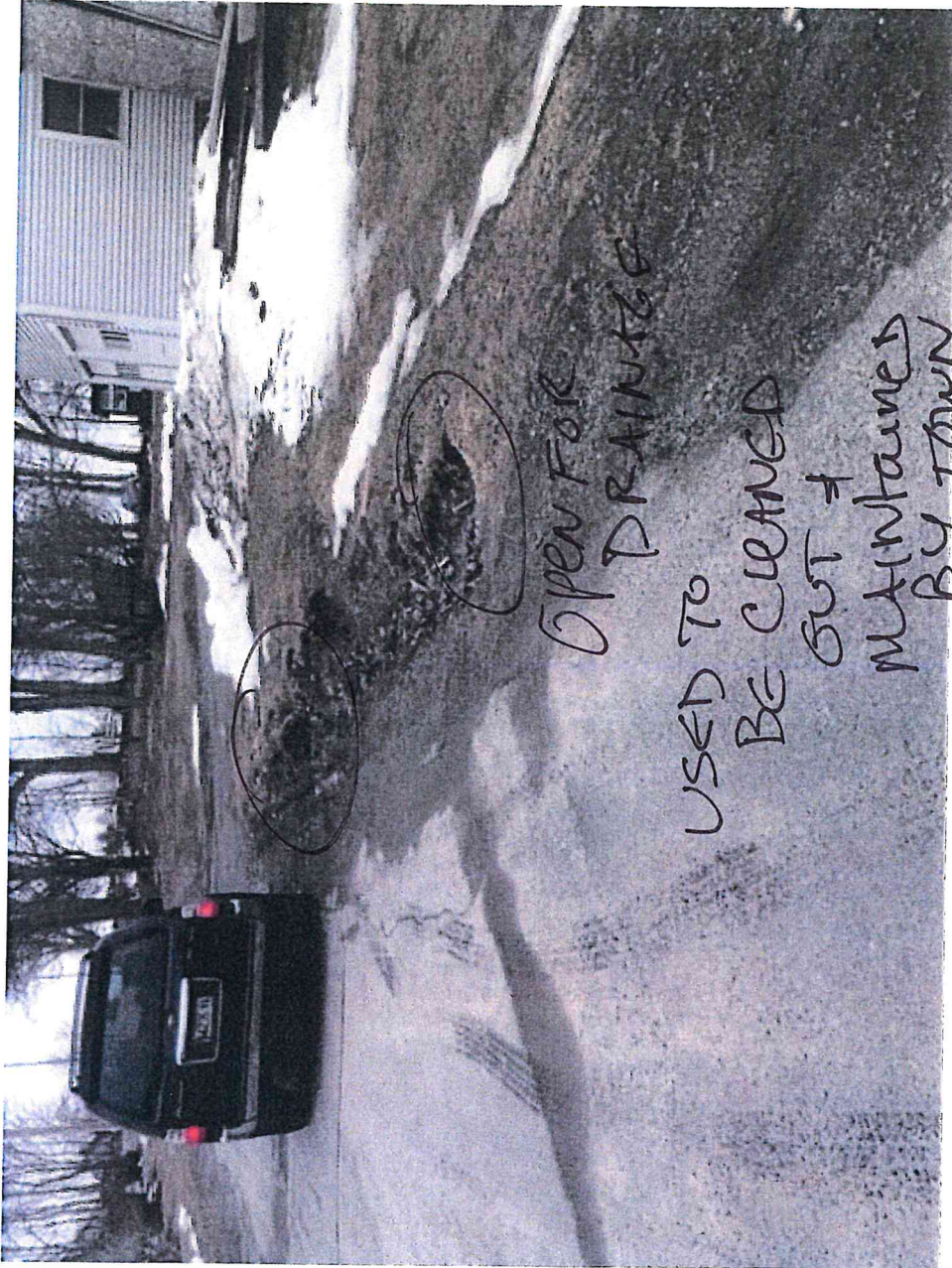
Estimate #: 1006  
Date: 05/07/2021  
Exp. Date: 

-----  
Address:

J.S.  
70 Church Street  
Damariscotta, Maine 04543

Service	Description	Qty	Rate	Amount
demolitiondemo		1	1,800.00	1,800.00
Insulation	Insulation contractor	1	5,000.00	5,000.00
Sheetrock	sheetrock	1600	4.50	7,200.00
Specialty lift	barn and place onto new concrete foundation	1	28,000.00	28,000.00

BARN



OPEN FOR  
DRAINAGE

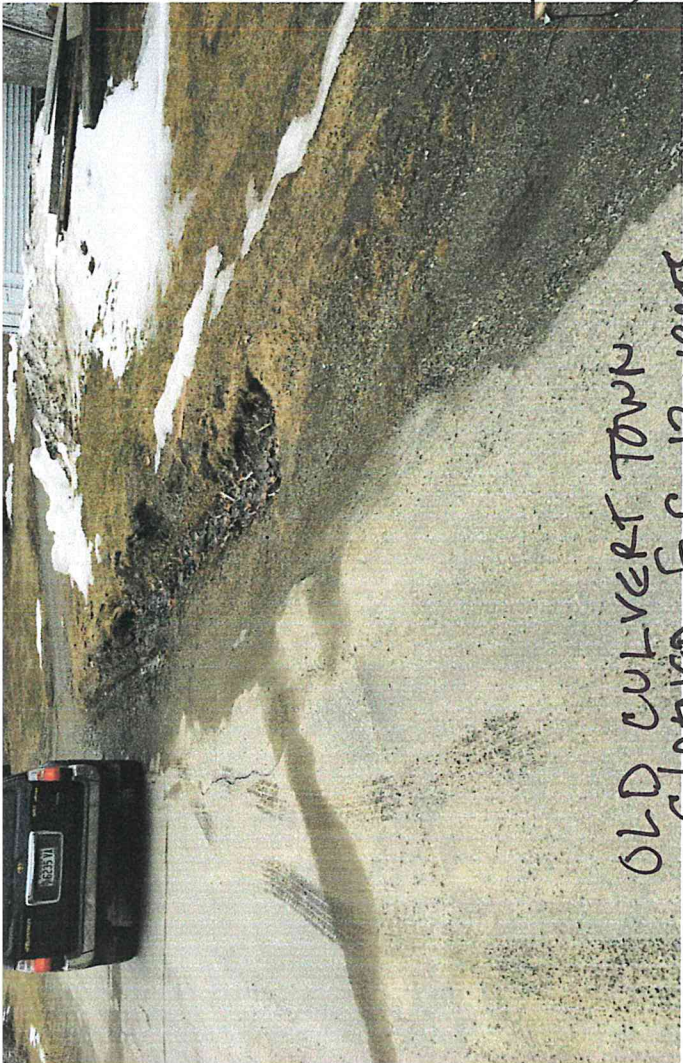
USED TO  
BE CLEANED  
BUT NOT  
MAINTAINED  
BY TOWN



FACING BARN OLD CULVERT



Parking for handicap door + LONGSIDE BARN



OLD CULVERT TOWN  
CLEANED FOR 12 years



Now completely overgrown



ROOLING WATER



STANDING WATER UNDER

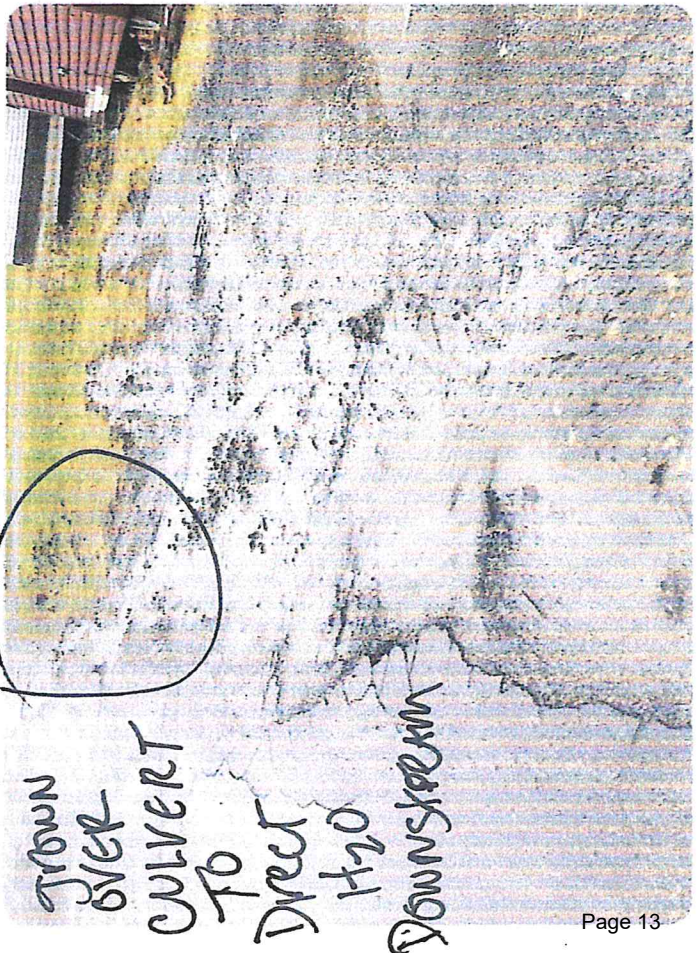


STANDING WATER

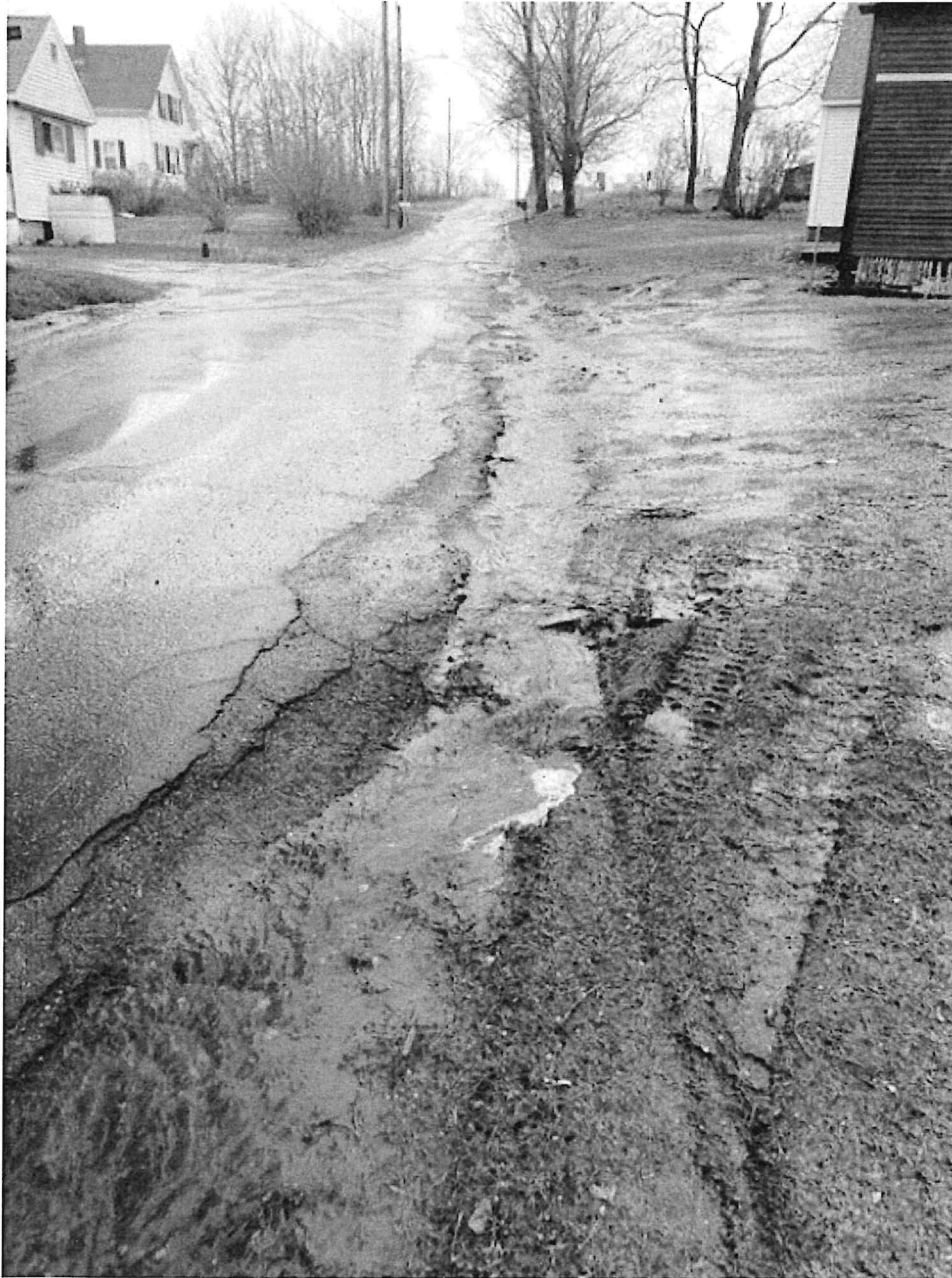




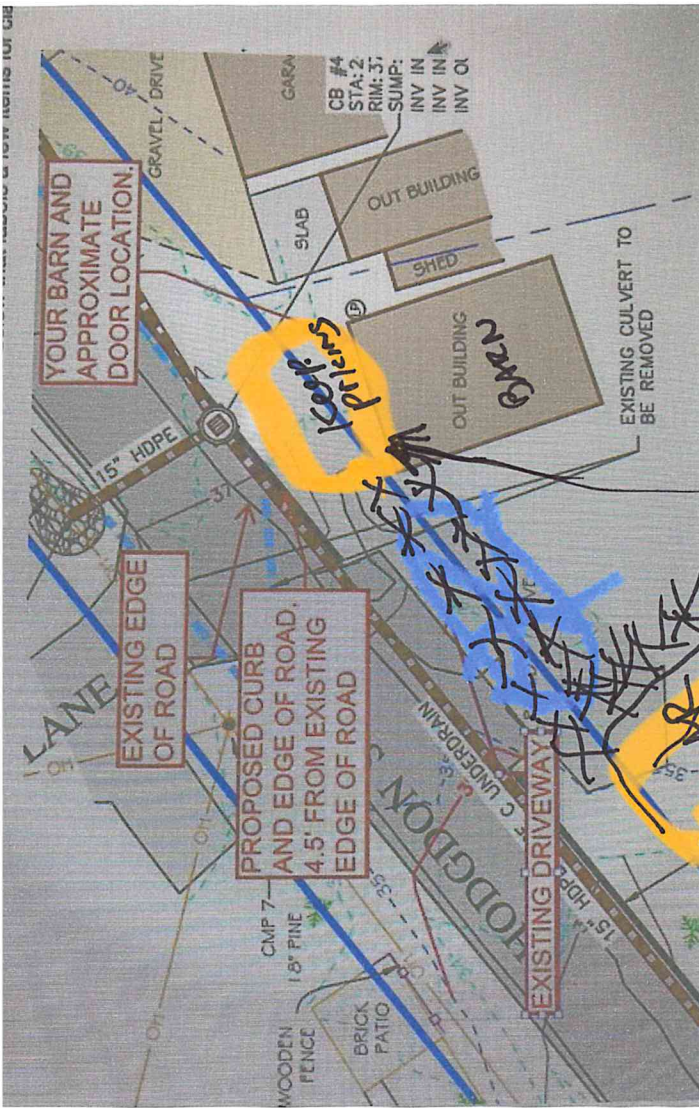
DOWNSTREAM TOWARD D<sup>Page 1</sup>  
DICKENSON ST



DOWN  
OVER  
CULVERT  
TO  
DRECT  
H<sub>2</sub>O  
DOWNSTREAM



Degradation of driveway due to  
DRAINAGE ISSUE NOT DEALT WITH.



BIGGER PICTURE NEXT PAGE.

# Proposal for New Driveway



Keep for  
business

New Road

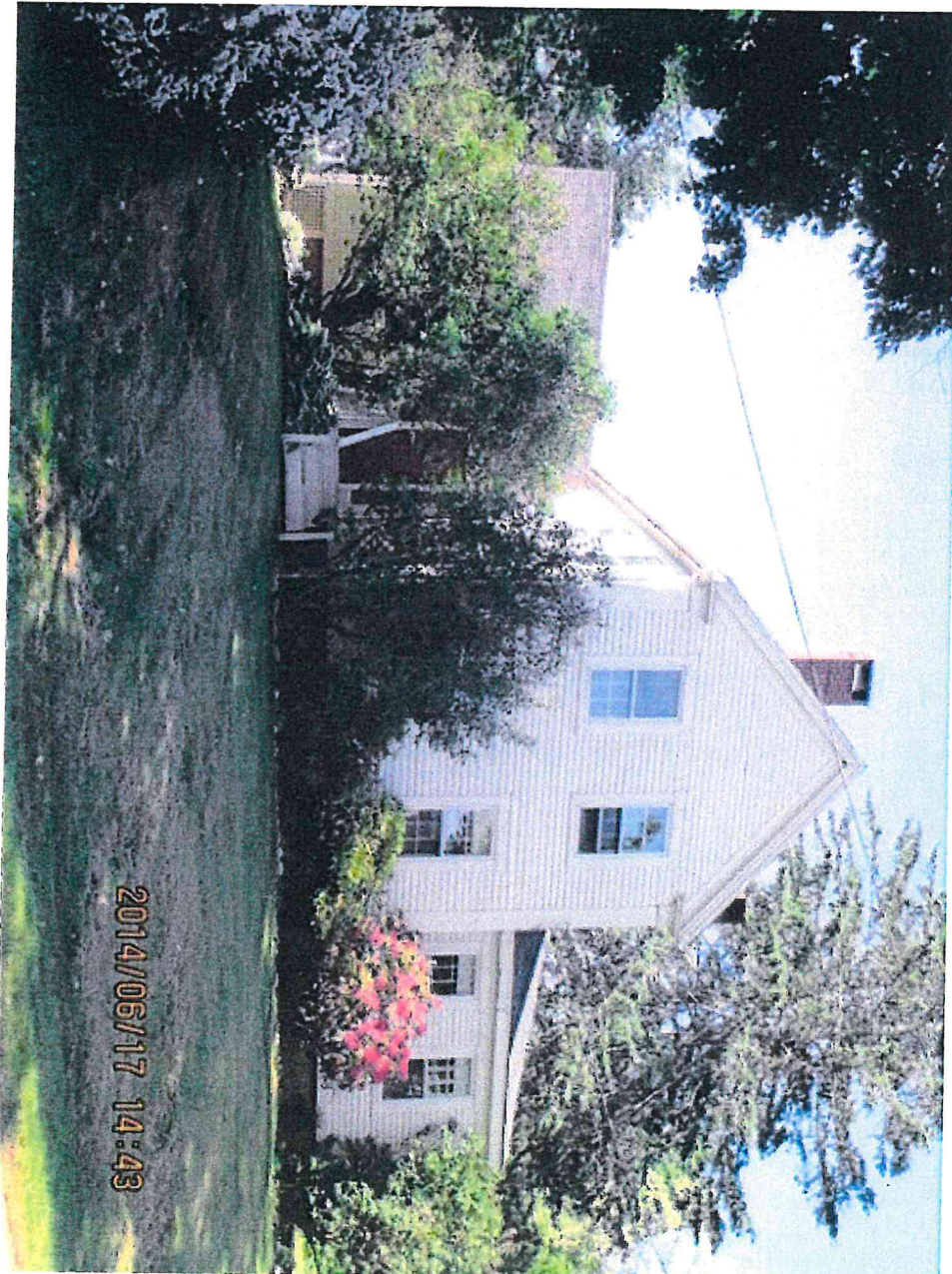
Road

FENCED OFF

New Driveway

Release of  
R.O.W. request





- My lawn Always went to road

- Few years ago Road Commissioner came & cut into the yard for sidewalk project. Left like this & is now huge muddy mess - see follow images



AFTER TOWN CUT AWAY INTO  
ROW



FRONT OF PROPERTY looking up  
AT BARN FROM CHURCH ST.  
MUDDY WATERWAY NOW

October 31, 2022

Mr. Andrew Dorr, Town Manager  
Town of Damariscotta  
21 School Street  
Damariscotta, ME 04543

Visit # 316881

Dear Mr. Dorr:

In response to your request, Sharon Holmes conducted an Initial Health limited-service visit at your facility on October 14, 2022. We have included an Appendix B – Employer Report of Action Taken, which must be returned to us on or before the scheduled correction date listed on Appendix B by fax/email to [Sharon.H.Holmes@Maine.gov](mailto:Sharon.H.Holmes@Maine.gov).

The enclosed report presents recommendations for correcting identified hazards and for preventing their recurrence. These recommendations also include a discussion concerning management practices to ensure ongoing, systematic hazard prevention. If you have any questions regarding the hazards identified or methods of abatement, feel free to contact our office.

Accompanying this Written Report is a List of Hazards, which includes a description of serious and any imminent danger hazard(s) as well as the mutually agreed upon hazard correction due dates(s). This List of Hazards must be posted, unedited, in a prominent location where it is readily observable by all employees for three (3) working days or until the hazard(s) have been corrected, whichever is later. If an extension to the hazard correction due dates is approved, a new List of Hazards will be sent to you showing the revised hazard correction due date(s). The new list must also be posted for a minimum of three (3) working days or until the hazard(s) are corrected, whichever is later.

During the time you are working on correcting these hazard(s), BLS may not conduct a scheduled inspection at your worksite, provided that you are within the correction due date(s), interim protection is in place where necessary and the List of Hazards is posted. Should these conditions not be met, an OSHA compliance inspection may be conducted.

We look forward to hearing from you concerning the steps you are taking, or plan to take, in response to this report. This information will help us to assist you in providing a safe and healthful workplace for your employees. It can also provide me with information about the effectiveness of your program.

We encourage you to inform your employees of the action you take. This knowledge will help them to do their part in maintaining a safe and healthful workplace and it will let them know of your concern for their welfare.

Please take a moment to complete our customer service survey (Appendix E). Your feedback is greatly appreciated to improve our services. Thank you for seeking our assistance. If you need additional information, we encourage you to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Mary Matthews". The signature is written in black ink and is positioned above the printed name.

Mary S. Matthews  
Program Manager  
470236

Request # 264120

Visit # 316881

**Appendix D – List of Hazards**

**VISIT NUMBER: 316881**  
**VISIT DATE(S): October 14, 2022**

Town of Damariscotta – Public Works Department  
 21 School Street  
 Damariscotta, ME 04543

This is a notification of hazards identified during the consultation visit. This notification is not a citation. Town of Damariscotta is a voluntary participant in the consultation program and has agreed to correct the hazards on this list within the correction due dates(s) specified. Town of Damariscotta has also agreed to make information on other-than-serious hazards as well as corrective action proposed by the consultant available to employees upon request.

<b>Item Number</b>	1	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.215(d)(3)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	The face of the grinding wheel is worn and is no longer flat.				
<b>Description</b>	Surface condition. All contact surfaces of wheels, blotters and flanges shall be flat and free of foreign matter.				

<b>Item Number</b>	2	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.184(e)(3)(i)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Records of lifting chain inspections were not available at the time of the consultation.				
<b>Description</b>	In addition to the inspection required by paragraph (d) of this section, a thorough periodic inspection of alloy steel chain slings in use shall be made on a regular basis, to be determined on the basis of (A) frequency of sling use; (B) severity of service conditions; (C) nature of lifts being made; and (D) experience gained on the service life of slings used in similar circumstances. Such inspections shall in no event be at intervals greater than once every 12 months.				

Request # 264120

Visit # 316881

<b>Item Number</b>	3	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.1200(g)(5)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Material safety data sheets need to be updated to safety data sheets.				
<b>Description</b>	The chemical manufacturer, importer or employer preparing the safety data sheet shall ensure that the information provided accurately reflects the scientific evidence used in making the hazard classification. If the chemical manufacturer, importer or employer preparing the safety data sheet becomes newly aware of any significant information regarding the hazards of a chemical, or ways to protect against the hazards, this new information shall be added to the safety data sheet within three months. If the chemical is not currently being produced or imported, the chemical manufacturer or importer shall add the information to the safety data sheet before the chemical is introduced into the workplace again.				

<b>Item Number</b>	4	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.1200(e)(1)(i)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	A list of chemicals has not been developed.				
<b>Description</b>	A list of the hazardous chemicals known to be present using a product identifier that is referenced on the appropriate safety data sheet (the list may be compiled for the workplace as a whole or for individual work areas).				

<b>Item Number</b>	5	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.244(a)(2)(vi)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation of jack inspection was not available at the time of the consultation.				
<b>Description</b>	Each jack shall be thoroughly inspected at times which depend upon the service conditions. Inspections shall be not less frequent than six months.				

<b>Item Number</b>	6	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.169(b)(3)(iv)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Records of testing the safety valve on the air compressor was not available at the time of the consultation.				
<b>Description</b>	All safety valves shall be tested frequently and at regular intervals to determine whether they are in good operating condition. [39 FR 23502, June 27, 1974, as amended at 49 FR 5322, Feb. 10, 1984; 61 FR 9227, March 7, 1996]				

Request # 264120

Visit # 316881

<b>Item Number</b>	7	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.151(b)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	First aid ointment had expired in 2014.				
<b>Description</b>	In the absence of an infirmary, clinic, or hospital in near proximity to the workplace which is used for the treatment of all injured employees, a person or persons shall be adequately trained to render first aid. Adequate first aid supplies shall be readily available.				

<b>Item Number</b>	8	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.1030(c)(1)(iv)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	The bloodborne pathogen exposure control plan has not been reviewed for more than one year.				
<b>Description</b>	The Exposure Control Plan shall be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update of such plans shall also:				

<b>Item Number</b>	9	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.132(d)(2)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	A hazard assessment for personal protective equipment was not available at the time of the consultation.				
<b>Description</b>	The employer shall verify that the required workplace hazard assessment has been performed through a written certification that identifies the workplace evaluated; the person certifying that the evaluation has been performed; the date(s) of the hazard assessment; and, which identifies the document as a certification of hazard assessment.				



Request # 264120

Visit # 316881

<b>Item Number</b>	10	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.134(c)(2)(i)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation that workers have read Appendix D of 1910.134, the Respiratory Protection Standard was not available at the time of the consultation.				
<b>Description</b>	An employer may provide respirators at the request of employees or permit employees to use their own respirators if the employer determines that such respirator use will not in itself create a hazard. If the employer determines that any voluntary respirator use is permissible, the employer shall provide the respirator users with the information contained in Appendix D to this section ("Information for Employees Using Respirators When Not Required Under the Standard"); and				

<b>Item Number</b>	11	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.38(f)(1)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation of training in the emergency action plan was not available at the time of the consultation.				
<b>Description</b>	Workers must be trained in the content of the emergency action plan when the plan is developed, or the employee is assigned initially to a job;				

<b>Item Number</b>	12	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.95(d)(1)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	It has not been determined whether employees are required to be in a hearing conservation program.				
<b>Description</b>	When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 decibels, the employer shall develop and implement a monitoring program.				

<b>Item Number</b>	13	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1926.1060(a)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation of ladder safety training was not available at the time of the consultation.				
<b>Description</b>	The employer shall provide a training program for each employee using ladders and stairways, as necessary. The program shall enable each employee to recognize hazards related to ladders and stairways, and shall train each employee in the procedures to be followed to minimize these hazards.				

Request # 264120

Visit # 316881

<b>Item Number</b>	14	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.1030(g)(2)(iv)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation of bloodborne pathogen training was not available at the time of the consultation.				
<b>Description</b>	Annual training in the hazards of contacting blood or other potentially infectious materials for all employees shall be provided within one year of their previous training.				

<b>Item Number</b>	15	<b>Hazard Type</b>	Serious	<b># of Instances</b>	1
<b>Standard</b>	1910.157(g)(2)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Documentation of training in the operation, use and limitations of fire extinguishers was not available at the time of the consultation.				
<b>Description</b>	The employer shall provide the education required in paragraph (g)(1) of this section upon initial employment and at least annually thereafter.				

<b>Item Number</b>	16	<b>Hazard Type</b>	Regulatory	<b># of Instances</b>	1
<b>Standard</b>	1904.33(a)				
<b>Correction Due Date</b>	12-14-2022				
<b>Hazard Corrected Date</b>					
<b>Condition</b>	Five years of OSHA 300 form and 300A summaries were not available at the time of the consultation.				
<b>Description</b>	Basic requirement. You must save the OSHA 300 Log, the privacy case list (if one exists), the annual summary, and the OSHA 301 Incident Report forms for five (5) years following the end of the calendar year that these records cover.				



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

Board Packet 11/16/2022

**Andrew Dorr**  
Town Manager

## Memo

To: Damariscotta Select Board  
From: Andrew Dorr  
Date: November 10, 2022  
Re: Winter Maintenance Contract

---

Notice was provided from our contractor, Hagar Enterprises, in October that the winter maintenance contracts (Roads and Downtown) are not feasible following the unprecedented inflation we are experiencing. The company shared where the costs are and identified labor, fuel, and salt as key drivers to the issue driving up the contracted pricing agreed to in May 2019. Fuel prices at nearly \$6 per gallon are over double the price that was at the pumps when previously negotiated and salt prices are up over 60%.

After the early October presentation in which the contractor proposed costs that would be approximately \$82,000 higher for the remaining two years, the board asked the Public Works Committee to review this further with the contractor and find ways to keep the contracted services within the budgeted amount. The committee was presented with numerous cost reduction options that would keep the costs within the contracted amount. None of the options presented were realistic options to consider as the reduced services could not be absorbed by our public works department nor would there be the funds necessary to contract out the reduced contracted services. The committee felt the best option was to entertain an option to extend the contract the additional two years allowed by the contract and renegotiate the final four years contract amount.

The committee also requested the Town Attorney review the contract and provide an opinion as to if the Town is obligated to revise the contract amount. Attached you will find the opinion of our attorney. You'll note that she finds the contract does "clearly obligate the contractor to perform the agreed-to services at the stated prices." Further, she believes the intent of the extension was not meant to be exercised so soon in the contract period, however, she "ultimately conclude(s) that the provision may be used in this instance."

While I am not satisfied with the timeline of these events and believe they should have and could have started sooner, we are knocking on the door of winter and need to find a solution that will not put public safety at risk while also looking out for the town's fiscal interest. Having not been here to see the contract services performed, I understand that the town is generally supportive of the level of service they receive.

Next steps as I see them include

- Hold the contractor accountable for the contract terms;
- Consider the two-year extension and renegotiate the pricing for the remaining four years; or
- Seek an agreement with the contractor to mutually terminate the contract and put it out to bid.

Based on the actions over the last few weeks, here are some of my thoughts,

1. The board asked the Public Works Committee to discuss this request and find alternatives to the price increase which was a good faith effort with the contractor to find a reasonable solution to the request. Having gone down that road first, I think its bad policy to back out now.
2. The contract does allow the board to amend the contract and to entertain an extension of two years.
3. Opting to disregard the request and waiting to see what will happen is not an approach I feel is worth taking so close to the season as solutions to remedy a breach of contract may not be quick and will incur an expense that involves our attorney. Meanwhile, we'd likely have to find someone to plow in the middle of an event.
4. If the outcome of a breach of contract were to go out to bid, we'd still be unlikely to have the funds necessary to satisfy a bid price for this fiscal year.
5. Revising the contract to consider fuel and salt escalators will allow us to share in the future costs or savings as pricing and weather patterns change over the remaining contract period.

The board is in a difficult situation and none of the options are particularly agreeable. With that said, the Board has the flexibility to vote now to amend the contract and entertain the two-year extension. I would recommend the Board consider this option in the interest of the taxpayers and the contractor. The board could include carefully considered contract escalators to look out for both parties' interests going forward. Additionally, there should be careful consideration to long-term contracts like these in the future so these unpredicted economic challenges do not conflict with the intent of a contract. In addition to that, I believe the Town should review the performance standards for any possible revisions.

Via email correspondence, rcv'd Nov 3, 2022

**The Law Office of Amanda A. Meader**

P.O. Box 100

Winthrop, ME 04364

Phone: (207) 649-4122

Web: [www.attorneymeader.com](http://www.attorneymeader.com)

Dear Manager Dorr,

This email confirms the advice that I provided when we spoke today regarding the Town's five-year plowing contract with Hager Enterprises (Hager). The facts, as I understand them, are that Hager has asked the Town for more money than provided for by the contract, due to cost increases caused by current economic conditions. Hager informed the Town that inflation has increased costs by 42%. Hager is willing to absorb one-half of this increase, passing along only a 21% increase to the Town, so long as the Town will extend the contract for an additional two years. (See page 2, Section A, last paragraph for extension language).

The Select Board has asked whether the Town is obligated to provide Hager additional sums to mitigate cost increases, or whether Hager is obliged to follow the contract as written. The contract clearly obligates the contractor to perform the agreed-to services at the stated prices. There is no language in the contract that allows for price increases or renegotiation due to unforeseen economic conditions.

Although there is a provision that allows the Select Board to extend the contract two additional years, the intent of that provision does not appear to allow such an extension at such an early date. However, the provision does not expressly prohibit the Selectmen from exercising this extension option so early in the contract, and thus I ultimately conclude that the provision may be used in this instance.

In summary, Hager is obligated to adhere to the plain terms of the contract or risk breach. Nonetheless, the Select Board may amend and/or extend the contract, subject to Town Meeting approval, if doing so is in the best interests of the Town. This is a policy decision for the Select Board to make, with your assistance.

Best,

Amanda

## Memorandum

**To:** Damariscotta Board of Selectmen  
**Fm:** Ed Hodgins, Assessors Agent  
**Date:** November 16, 2022  
**RE:** Account adjustment recommendation R. acct 1798 Map 001-068-0925

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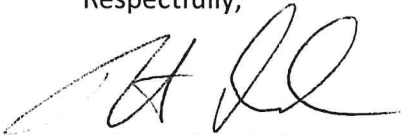
An error or omission occurred in TY20/21 that has put the above account in the rears. From the information I have been able to gather an abatement is recommended that is outside the limits of the assessor, but can be completed by the municipal officers.

We have learned that the mobile home assessed to Gage Wahlstrom was moved in 2019 without the town's knowledge. Multiple attempts to collect the tax have not been responded to.

As it is now beyond the 3 years allowable for abatements, we would recommend writing off the 2020-1 amount of \$254.13 as uncollectible.

This will bring the account current and prevent the current owner from receiving any past due notices and allow the collections for this account to proceed without further complications.

Respectfully,



Rob Duplisea/Ed Hodgins, CMA  
Damariscotta Assessors Agents



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

Board Packet 11/16/2022

**Andrew Dorr**  
Town Manager

## Memo

To: Damariscotta Select Board  
From: Andrew Dorr  
Date: November 12, 2022  
Re: Code Enforcement Officer/Licensed Plumbing Inspector/Addressing Officer

---

On Thursday, November 3<sup>rd</sup>, I received a text message from Corey Fortin stating that he would be resigning effective immediately. Later that same day, George Chase had reached out and stopped at the office to talk about said position. By the end of the business day, I had hired George as our interim CEO/LPI/AO.

Mr. Chase is currently in the same positions in Newcastle and Edgecomb. He demonstrated to me that he had the demeanor, work ethic, and skills to do the work for the Town of Damariscotta. While Mr. Chase has only worked one week for us, he has come into the position with enthusiasm and his working relationship with Isabelle, in Newcastle, has afforded a smooth start.

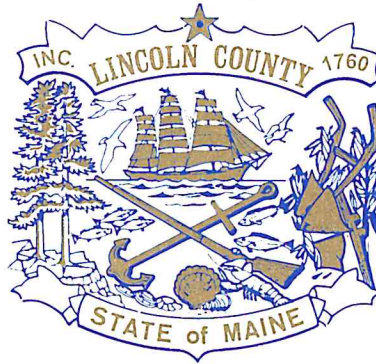
I am recommending the board waive any requirement to advertise the position and to appoint George Chase as our Code Enforcement/Licensed Plumbing Inspector/Addressing Officer.

## Office Of The Sheriff Lincoln County, Maine

Lincoln County Sheriff's Office  
42 Bath Road / P.O. Box 611  
Wiscasset, ME 04578

(207) 882-7332 (207) 832-4000  
(207) 563-3200 (207) 549-7072

Fax (207) 882-9872



Todd B. Brackett, Sheriff  
Rand D. Maker, Chief Deputy

Administrative Division  
(207) 882-6576

Correctional Services  
(207) 882-9728

November 1, 2022

Town of Damariscotta  
21 School Street  
Damariscotta, ME 04543

Greetings,

I have enclosed two copies of a proposed renewal to the existing "Animal Control Services" contract that expired in June of this year. This proposed contract begins January 1, 2023 for a period of one year.

The changes to this contract include a wage increase to \$22 an hour based on the current employment market, as well as the frequency we will be sharing both calls for service and invoices from quarterly to monthly.

These changes were made after considering input gathered from a meeting we had with stakeholders in June and concerns raised during the previous contract year.

The wage increase was a direct reaction to the difficulty we are all having attracting and retaining employees for this position. The frequency we will be issuing invoices is an attempt to catch specific calls for service issues at certain locations before large amount of time and work hours our charged.

If you have any question or concerns please contact me directly to discuss them. If your satisfied with the current contract please sign both copies of the contracts, return them to me and I will place them before the County Commissioners for approval. Once the contract has been approved by the County Commissioners I will return to you an original contract that has been signed by all parties.

Thanks in advance for the opportunity to provide this service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd B. Brackett", is written over a horizontal line.

Sheriff Todd B. Brackett





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

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

THIS AGREEMENT effective as of **January 1, 2023** 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:**

- ◆ 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.
- ◆ The primary ACO shall be the primary responder to animal control concerns within the Town.
- ◆ 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.
- ◆ 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.
- ◆ The ACO(s) duties and authority are limited to those specified in the Town ordinance.
- ◆ Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- ◆ Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.
- ◆ 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.
- ◆ 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 of one (1) year commencing **January 1, 2023** and terminating **December 31, 2023** unless this Agreement is earlier terminated as set forth in Section 11 hereof.

## 5. PERSONNEL – SHARED RESOURCES

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.

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.

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.

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**

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.

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.

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 CONTINGENCY**

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.

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 of \$22.00 per hours in addition to all applicable benefits. (FICA, Workers Comp, MePERS, Unemployment etc.)
- (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, Wiscasset, ME 04578 on a monthly basis.

Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above. 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.

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. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS

The County and Town agree that each shall defend, indemnify and hold harmless the other for any claims, demands, actions or causes of action asserted against one as a

result of the actual or alleged negligence or other wrongdoing by the other, including claims, demands, actions or causes of action asserted against, or caused by, County or Town employees, agents, attorneys or others acting on their behalf.

The party obligated to defend, indemnify or hold harmless shall have the right to control the defense of, or response to, any claim, demand, action or cause of action that is asserted or filed against the other. The right to control includes the right to hire counsel of the obliged party's choosing, and to settle or defend any such claims in the obliged party's sole discretion.

In the event that claims are asserted against both parties by a third party for matters relating to or arising out of this Agreement, then each party shall be obligated to defend itself in response to, or defense of any such claim. If a fact-finding tribunal ultimately adjudicates the merits of any such claims, and if that adjudication results in a determination that either party is liable for damages, then the liable party shall be obligated to reimburse the other party for those fees, expenses, costs and damage that were determined to be caused by, or the responsibility of, the liable party. The intent of this agreement to defend, indemnify and hold harmless is to allocate the financial and other exposure, expense and burden to the party whose conduct has resulted in the assertion or filing of any claim, demand, action or cause of action.

## **11. STANDARD OF PERFORMANCE**

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).

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. 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, 2023** 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. 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







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

Board Packet 11/16/2022

**Andrew Dorr**  
Town Manager

## Memo

To: Damariscotta Select Board  
From: Andrew Dorr  
Date: November 12, 2022  
Re: Paving Reserve Request – Heater Rd

---

As I finalize receipt of signatures for the deeds along Heater Rd, we will need to authorize the use of funds from the Paving Reserve, as it is referred to in our financial statements. While I have not performed a thorough search of our records to establish the original definition of this fund, internal management documents as well as the Annual Town Meeting Warrant indicate the Paving, Drainage, and Maintenance Reserve was to be afforded \$108,000 this fiscal year.

Management's records show that Heater Rd was on the list to have work performed utilizing this fund. An estimate of approximately 200 yards of material and labor to provide the necessary improvements to the section of Heater Rd the town is seeking ownership of is estimated to cost between \$10,000 and \$12,000. In addition, we need to create a bus turn around and a place for the mailboxes as indicated on the plans. I estimate this additional cost of \$6,500 to bring the total cost between \$16,500 and \$18,500.

My estimate is based in part on a previous estimate for 600' of road work quoted in 2020 and recent conversations with staff and contractors. I used recent construction bids for unit pricing estimates and feel confident in these estimates. We may also be able to utilize some materials from our stockpiles for the mailbox turnout to help limit costs.

If the board is comfortable, please consider authorizing an amount up to \$18,500 from the Paving Reserve for the improvements to Heater Rd on the condition that the remaining signatures are collected.

### CEMETERY DEED

KNOW ALL PERSONS BY THESE PRESENT that the Town of Damariscotta, in the County of Lincoln in the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of **Nine Hundred** dollars (**\$900.00**) paid by **Wendy Keller** in the State of Maine, does hereby transfer and convey unto the said **Wendy Keller** and his/her assigns, a certain lot of land in **Hillside** Cemetery, **Annex 2** in said Town of Damariscotta, said lot(s) being numbered **1109, 1110, 1111** as shown on the plan of the cemetery on file with the Trustees of said cemetery.

TO HAVE AND TO HOLD the same unto the grantee(s) and assigns forever.

ON CONDITION that:

- 1) the same shall be used and improved only as and for a burial lot for the human dead;
- 2) no permanent markers shall be erected above the surface of the ground, other than permitted monuments;
- 3) no shrubbery or trees shall be planted on the lot;
- 4) the lot shall not be mounded or terraced (grade to be maintained on level with the rest of the area);
- 5) it can only be sold to the Town of Damariscotta;
- 6) it can be transferred only with prior written permission from the Trustees of said cemetery; and
- 7) the owners and possessors thereof shall always be subject to such regulations and orders as are or shall be made for the use and improvement of said cemetery.

The said Town of Damariscotta covenants to and with **Wendy Keller** and his/her assigns that it is lawfully seized in fee of the aforesaid premises, that the granted premises are free from all encumbrances, that it has good right to sell and convey the same to the said **Wendy Keller** and his/her assigns forever.

IN TESTIMONY WHEREOF, the Town of Damariscotta has caused these present to be signed and sealed by its Selectmen, thereunto duly authorized this **16<sup>th</sup>** day of **November, 2022**.

### THE TOWN OF DAMARISCOTTA

\_\_\_\_\_  
Daryl Fraser, Chairman

\_\_\_\_\_  
Louis F. Abbotoni, Vice-Chair

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

\_\_\_\_\_  
Joshua Pinkham

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

### STATE OF MAINE

### COUNTY OF LINCOLN

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town.

Before me, \_\_\_\_\_  
Notary Public

## CEMETERY PERPETUAL CARE & MAINTENANCE CONTRACT

THE TOWN OF DAMARISCOTTA, in the County of Lincoln in the State of Maine, a municipal corporation organized and existing under the laws of the said State, has received the sum of **Six Hundred (\$600.00)** paid by **Wendy Keller**, and said sum has been accepted by said Town, to be held in trust, the income thereof to be used for the perpetual care and maintenance of lot number(s) **1109, 1110, 1111** in **Hillside** Cemetery, **Annex 2**; provided, however, that should any part of said income remain unexpended after the reasonable and proper care of said lot, said income shall be used for the general care and maintenance of **Hillside** Cemetery.

Perpetual care fees are nonrefundable.

Dated at Damariscotta, Maine this **16<sup>th</sup>** day of **November**, 20**22**.

### THE TOWN OF DAMARISCOTTA

\_\_\_\_\_  
Daryl Fraser, Chairman

\_\_\_\_\_  
Louis F. Abbotoni, Vice Chair

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

\_\_\_\_\_  
Joshua Pinkham

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

STATE OF MAINE

COUNTY OF LINCOLN

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town.

Before me, \_\_\_\_\_  
Notary Public

## CEMETERY DEED

KNOW ALL PERSONS BY THESE PRESENT that the Town of Damariscotta, in the County of Lincoln in the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of **Nine Hundred** dollars (**\$900.00**) paid by **Rachel Leighton** in the State of Maine, does hereby transfer and convey unto the said **Rachel Leighton** and his/her assigns, a certain lot of land in **Hillside** Cemetery, **Annex 2** in said Town of Damariscotta, said lot(s) being numbered **1104, 1105, 1106** as shown on the plan of the cemetery on file with the Trustees of said cemetery.

TO HAVE AND TO HOLD the same unto the grantee(s) and assigns forever.

ON CONDITION that:

- 1) the same shall be used and improved only as and for a burial lot for the human dead;
- 2) no permanent markers shall be erected above the surface of the ground, other than permitted monuments;
- 3) no shrubbery or trees shall be planted on the lot;
- 4) the lot shall not be mounded or terraced (grade to be maintained on level with the rest of the area);
- 5) it can only be sold to the Town of Damariscotta;
- 6) it can be transferred only with prior written permission from the Trustees of said cemetery; and
- 7) the owners and possessors thereof shall always be subject to such regulations and orders as are or shall be made for the use and improvement of said cemetery.

The said Town of Damariscotta covenants to and with **Rachel Leighton** and his/her assigns that it is lawfully seized in fee of the aforesaid premises, that the granted premises are free from all encumbrances, that it has good right to sell and convey the same to the said **Rachel Leighton** and his/her assigns forever.

IN TESTIMONY WHEREOF, the Town of Damariscotta has caused these present to be signed and sealed by its Selectmen, thereunto duly authorized this **16<sup>th</sup>** day of **November, 2022**.

### THE TOWN OF DAMARISCOTTA

\_\_\_\_\_  
Daryl Fraser, Chairman

\_\_\_\_\_  
Louis F. Abbotoni, Vice-Chair

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

\_\_\_\_\_  
Joshua Pinkham

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

### STATE OF MAINE

### COUNTY OF LINCOLN

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Before me, \_\_\_\_\_  
Notary Public

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Perpetual care fees are nonrefundable.

Dated at Damariscotta, Maine this **16<sup>th</sup>** day of **November, 2022**.

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Daryl Fraser, Chairman

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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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STATE OF MAINE

COUNTY OF LINCOLN

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Before me, \_\_\_\_\_  
Notary Public



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

Board Packet 11/16/2022

**Andrew Dorr**  
Town Manager

## Memo

To: Damariscotta Select Board  
From: Andrew Dorr  
Date: November 14, 2022  
Re: Emergency Fuel Supply and Coordination Agreement

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The Lincoln County EMA office is monitoring the concerns relating to fuel supplies. In the event there are limited supplies, the county is seeking to enter into a multi-party agreement with Colby & Gale and the Town of Damariscotta Police Department. The three-year agreement sets up an understanding that under emergency conditions, each party will perform the duties/procedures outlined in the agreement.

I have asked the Town Attorney to review the document to determine if the Select Board would need to approve or authorize an agent to sign on their behalf. Over a conversation, we had discussed the authority and purpose of the agreement and believe that its reference to Title 37-B M.R.S.A §784 would protect the town to the extent of the cited law. She did suggest I let MMA Risk Management Services just review the document as they are our insurer, which I expect to hear back from by the meeting.

The attorney's review of this document led to the recommendation that "**the Board be notified of the proposed agreement and vote to authorize the Chief to sign**". The attorney would be happy to provide a detailed explanation at the board's request.

## Emergency Fuel Supply and Coordination Agreement

Between

County of Lincoln, Maine, Lincoln County Sheriff's Department, Damariscotta Police Department, and Colby & Gale Inc.

**I. PARTIES.** This Supply and Coordination Agreement (hereinafter "Agreement") is entered into between the County of Lincoln, a governmental subdivision of the State of Maine whose address is 32 High St. Wiscasset, ME, Colby & Gale Inc. 154 Biscay Rd. Damariscotta, ME. Lincoln County Sheriff's Department 42 Bath Rd. Wiscasset, ME, and Damariscotta Police Department 21 School St. Damariscotta, ME

**II. AUTHORITY AND PURPOSE.** The undersigned officer for the County of Lincoln, Colby & Gale Inc. Lincoln County Sheriff's Department, and Damariscotta Police Department, hereby agree to provide mutual emergency management aid and assistance in accordance with Maine Title 37-B M.R.S.A. § 784. This agreement sets forth the protocols and procedures for emergency requests for assistance which involve a fuel shortage (gasoline, diesel, K-1, #2 fuel oil, and propane).

**III. TERM OF AGREEMENT.** This agreement is effective upon the date of the last signature affixed hereto. This agreement shall remain in full force and effect for three years, at which time it will be reviewed, updated, and a new agreement will be signed. Each party may individually remove themselves from this agreement without cause upon 30 days written notice, which shall be delivered to the other parties by hand or certified mail sent to the address listed herein.

**IV. AUTHORIZED AGENTS.** Each party to this agreement shall provide an "Authorized Agent" who will coordinate the agreement, and is authorized to speak on behalf of their respective party. The Lincoln County Emergency Management Agency Director shall be the authorized agent for the county of Lincoln. Matthew Poole shall be the authorized agent for Colby & Gale Inc. Sheriff Todd Brackett shall be the authorized agent for Lincoln County Sheriff's Department; Chief Jason Warlick shall be the authorized agent for Damariscotta Police Department. Their contact information is:

**Casey Stevens, EMA Director**  
County of, Lincoln, ME  
Business Phone: 207-882-7559  
24 Hr. Phone 207-882-7332  
[cstevens@lincounty.me](mailto:cstevens@lincounty.me)

**Matthew Poole, President**  
Colby & Gale Inc.  
Business Phone: 207-563-3414  
Mobile Phone:  
[mpoole@colbyandgale.com](mailto:mpoole@colbyandgale.com)

**Todd Brackett, Sheriff**  
County, of Lincoln, ME  
Business Phone: 207-882-6576  
24 Hr. Phone: 207-882-7332  
[tbrackett@lincolnso.me](mailto:tbrackett@lincolnso.me)

**Jason Warlick, Chief**  
Damariscotta Police Department  
Business Phone: 207-563-1909  
24 Hr. Phone: 207-563-3200  
[jwarlick@damariscottame.com](mailto:jwarlick@damariscottame.com)

**V. SITUATIONAL AWARENESS.** Colby & Gale will contact the County of Lincoln to update them on any fuel shortage news. Advanced warning will allow the County of Lincoln to begin planning prior to activating this plan.



**VI. ACTIVATION.** In the judgement of the authorized agent, for the County of Lincoln and Colby & Gale Inc. that a fuel shortage is imminent, or is occurring, and fuel supplies are severely limited; the authorized agents for the County of Lincoln and Colby & Gale Inc. shall contact each other to request activation of this agreement.

**VII. EMERGENCY PROCEDURES.** The County of Lincoln will provide a liaison to Colby & Gale Inc. including the name and contact information, a 24 hr. phone number and email address. Colby & Gale Inc. will also provide a liaison to the County of Lincoln with the name and contact information including a 24 hr. phone number and email address. The County of Lincoln and Colby & Gale Inc. will work together to coordinate fuel deliveries to all public safety agencies and critical infrastructure within Lincoln County. The County of Lincoln will determine critical infrastructure. Colby & Gale Inc. understands the importance of coordinating fuel deliveries. Colby & Gale Inc. will refer all requests for fuel deliveries from public safety agencies and critical infrastructure to the liaison for the County of Lincoln. The County of Lincoln will work with Colby & Gale Inc. to prioritize all fuel delivery requests. Both parties agree to update each other on any changes to the situation by making contact with each other on a once daily basis at minimum.

**A. The County of Lincoln will:**

Provide Colby & Gale Inc. access to D4H. D4H is an emergency management software.

Provide Colby & Gale Inc. with communications support in the event telephones, Internet or both are limited or unavailable.

**B. The Lincoln County Sheriff's Department will:**

If Colby & Gale Inc. and the County of Lincoln determines that security is needed to prevent theft of fuel, the Lincoln County Sheriff's Department will provide security at all of Colby & Gale's fuel storage locations within its jurisdiction except for Damariscotta, Waldoboro, Wiscasset or Boothbay Harbor unless requested by their Police Department. Colby & Gale will provide the address of each location that needs security.

**C. The Damariscotta Police Department will:**

If Colby & Gale Inc. and the County of Lincoln determines that security is needed to prevent the theft of fuel, the Damariscotta Police Department will provide security at Colby & Gale's facility on Biscay Road to the best of their abilities based on staffing levels and citizen's needs.

**VIII. IDEMNIFICATION.** Each party to this agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. None of the parties agrees to insure, defend, or indemnify the other. To the extent a party does not maintain proper levels of liability and other insurance coverage pursuant to the terms of this agreement, the party's liability for being uninsured or underinsured shall not be construed as a waiver of its governmental or sovereign immunities.

**VIII. VALIDATION.** Should any portion or section of this agreement be determined to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the remaining portions of the agreement shall remain in full force and effect without regard to the section or portion or power invalidated. Each party to this agreement agrees to adhere to any applicable laws and regulations.

No provision of this agreement may be modified, altered, or rescinded without the approval of the undersigned.

\_\_\_\_\_  
Director, Lincoln County EMA      Date

\_\_\_\_\_  
President, Colby & Gale Inc.      Date

\_\_\_\_\_  
Sheriff, County of Lincoln      Date

\_\_\_\_\_  
Chief, Damariscotta PD      Date



**Agenda**  
**Board of Assessors**  
**Town of Damariscotta, Maine**  
**November 16, 2022**

***Immediately Following Select Board Meeting***

Join Zoom Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

- I. Call Board Meeting to Order**
- II. Minutes**
  - 1. October 19, 2022 Board of Assessors' Minutes
- III. Official Action Items**
  - 1. Abatement PP 192 Damariscotta Subway
  - 2. Supplemental PP 192 Mid Coast Provisions Inc
- IV. Board's Discussion Items**
- V. Adjournment**

TOWN OF DAMARISCOTTA  
Office of Selectmen, Assessors, Town Clerk, Tax Collector and Treasurer

WE HEREBY CERTIFY, that the accounts listed contain a list of estates, real and personal, to be abated for the fiscal year 2023 (July 1, 2022 to June 30, 2023) located within the Town of Damariscotta, under title 36, MRSA sec 841.

Reference Code:

Ref #	Account	Taxpayer	Abatement Amount	Reason
2023-4	192 PP	Damariscotta Subway C/O TOPSUBS	249.75	Sold Business Oct 2021 See Supplemental 2023-2

IN WITNESS THEREOF, we have set our hands this day: \_\_\_\_\_/2023

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Assessors of Damariscotta

Tax Collector:	Initials: _____	Date: _____
Computer Adjustments:	Initials: _____	Date: _____
Assessor Adjustments	Initials: _____	Date: _____
Letter to Taxpayer:	Initials: _____	Date: _____



**TOWN OF DAMARISCOTTA**  
**ASSESSOR'S OFFICE**  
21 School Street  
Damariscotta, ME 04543  
Phone: (207) 563-5168

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

November 16, 2022

Damariscotta Subway  
c/o TOPSUBS  
17 Timber Oak Drive  
Durham, ME 04222-5224

**PROPERTY REVIEWED:** Personal Property Account #192

**CURRENT ASSESSED VALUE:**

Personal Property: \$15,000

**FINDINGS:** After review of the assessments, the following adjustment has been made:

**Adjusted Assessed Value:**

Personal Property: \$0.00

**Remarks:** Abatement in the amount of \$249.75 has been granted.

Abatement Calculation ( $\$15,000.00 - \$0 = \$15,000.00 \times .01665$  (ty23 mil rate) =  
\$249.75 tax abatement)

**Reason:**

Assessed to the incorrect owner. The business was sold in October 2021, no notice given.  
See Supplemental Assessment to Mid Coast Provisions Inc #2023-2

The Tax Collector, will process this abatement in the coming days. If you have any questions regarding how the abatement will be credited, please contact the town office.

Edward Hodgins, CMA  
Assessor Agent  
Town Of Damariscotta

## SUPPLEMENTAL TAX CERTIFICATE AND WARRANT

Warrant number \_\_\_\_\_

Year 2023

We the undersigned assessors of Damariscotta, County of Lincoln, and State of Maine, hereby do commit to Tara Oliver, current tax collector, the following list of supplemental taxes in the amount of \$ 249.75 which were omitted from assessment, or were invalid or void by reason of illegality, error or irregularity in assessment from the 4/1/2022 Valuation records. The powers of the original warrant dated 8/17/2022 for fiscal year 2023 are extended by virtue of Title 36 MRSA Section 713 as amended.

Payment #1 is due: 1/15/2023 \$124.88

Payment #2 is due: 4/3/2023 \$124.87

Interest begins to accrue: 1/16/2023 & 4/4/2023

<u>NAME</u>	<u>MAP/LOT</u>	<u>VALUE</u>	<u>TAX</u>
Mid Coast Provisions Inc	PP Acct 192	\$15,000	\$249.75

**REASON**

Business sold Oct 2021, no notice given, assessed to the wrong owner. See abatement 2023-4

Given under our hands November 16, 2022

Daryl Fraser, Chairperson

Andrea Keushguerian

Joshua Pinkham

Tom Anderson

Louis Abbotoni

**ASSESSORS OF DAMARISCOTTA**

**Distribution:**

Original to Tax Collector

One copy to Treasurer

One copy after last item in Valuation Book being supplemented.



**TOWN OF DAMARISCOTTA**  
**ASSESSOR'S OFFICE**  
21 School Street  
Damariscotta, ME 04543  
Phone: (207) 563-5168

**NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

November 16, 2022

Mid Coast Provisions Inc  
PO Box 1113  
Camden, ME 04843

**PROPERTY REVIEWED:** Personal Property Account# 192

**CURRENT ASSESSED VALUE:**  
Personal Property: \$0.00

**FINDINGS:** After review of the assessments, the following adjustment has been made:

**Adjusted Assessed Value:**  
Personal Property: \$15,000

**Remarks:** A Supplemental assessment in the amount of \$249.75 has been issued.

Supplemental Calculation  $(\$15,000.00 - \$0 = \$15,000.00 \times .01665 \text{ (ty23 mil rate)}) =$   
\$249.75 Supplemental tax)

**Reason:**  
Assessed to the incorrect owner. The business was sold in October 2021, no notice given.  
See Abatement to TOPSUBS #2023-4

Sincerely,

Edward Hodgins, CMA  
Assessor Agent  
Town Of Damariscotta



**Agenda**  
**Board of Assessors**  
**Town of Damariscotta, Maine**  
**November 16, 2022**

***Immediately Following Select Board Meeting***

Join Zoom Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

**I. Call Board Meeting to Order**

**II. Minutes**

1. October 19, 2022 Board of Assessors' Minutes

**III. Official Action Items**

1. Abatement PP 192 Damariscotta Subway

On motion (\_\_\_\_\_/\_\_\_\_\_) to approve the abatement to the previous owner, Damariscotta Subway C/O TOPSUBS, as presented by the Assessor's Agent for PP Acct 192, for a total amount of \$249.75. Vote \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Supplemental PP 192 Mid Coast Provisions Inc

On motion (\_\_\_\_\_/\_\_\_\_\_) to issue a supplemental tax, as presented by the Assessor's Agent, to Mid Coast Provisions Inc, PP Acct 192, for a total of \$249.75. Vote \_\_\_\_/\_\_\_\_/\_\_\_\_

**IV. Board's Discussion Items**

**V. Adjournment**



**Board of Assessors Meeting  
October 19, 2022  
(Immediately following Select Board's Meeting)  
Damariscotta, Maine  
Town Office**

**Board Members:** Daryl Fraser, Chairperson; Louis Abbotoni; Tom Anderson; Andrea Keushguerian; and Josh Pinkham

**Absences:** None

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

**Others Present:** Rob Dupressi, RJD Appraisal; Geoff Keochakian, LCTV; Evan Houk, LCN

**I. Call to Order**

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

**II. Minutes**

**On motion (Pinkham/Keushguerian) to approve the minutes of 8/17/22** **Vote: 5-0-0**

**On motion (Pinkham/Anderson) to approve the minutes of 10/5/22** **Vote: 4-0-1**  
**(Keushguerian abstaining)**

**III. Assessor's Report - Ron Dupressi, RKD Appraisal**

**Mr. Dupressi** began his presentation by saying he and his colleague really like working for Damariscotta. They enjoy it here and believe it is working out well. The State Valuation tries to equalize the tax burden. It is determined by school tax and county tax. The bare valuation has not gone up, but most recent sales have increased property values. State valuation jumped 16% in one year. The 2023 State Valuation is based on the last 18 months of 2020/2021.

**Section B: Sales Information**

The good news is that the percent of change is 4.82%. However the ratio is slipping, currently 91% of market value. With the homestead exempt (\$25,000), forgiveness can only be a 91% portion. He has allowed for some leeway in these figures. Minimum value base is 70%. We have been between 83%-79% (plus new housing). He would inflate the values to 86%. In this market sales are down (no inventory), but prices are even or increased. By 2025-2026 every town will have been revaluated. By factoring across the board, the goal is to get everyone to 100%. Cost tables with inflation factor apply to everyone. **Ron** gave the examples of non-Waterfront property (residential) and residential waterfront. Residential was 79% and waterfront was 78% with a combined score of 79%. This is a unique opportunity to absorb this in regular work. The Town budget is almost the same even with the revaluation (91%). If it remains the same by May/June 2023, there will be no changes. Therefore, he recommends a factor of 100% for two years. He will be starting a spread sheet of sales, but it sounds promising. This plan will get everyone on homestead exemption to 100%.

Ron closed his presentation saying how much he appreciated the opportunity to present this overview in person, and thanked the Board for having him come in.

**IV. Adjournment**

**On motion (Pinkham/Abbotoni) to adjourn the meeting at 6:28 p.m.**

Respectfully submitted,

Lynda L. Letteney  
Recording Secretary

**Minutes for the October 19, 2022, meeting of the Board of Assessors**

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

\_\_\_\_\_  
Louis Abbotoni

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

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

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

**Minutes for the Board of Assessors' meeting of 10-19-22 signed this day \_\_\_\_\_, 2022**