

**Updated Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
July 17, 2019, 5:30 PM
Damariscotta Town Hall**

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. July 3, 2019
- IV. Financial Reports**
 - 1. Payroll Warrant # 4
 - 2. Accounts Payable Warrant #'s 5,6 &7
- V. Presentations**
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 - 1. Goals and Workplan Update
 - 2. Booth at Info Zone at Pumpkinfest
- XI. Official Action Items**
 - 1. Appointment to Budget Committee
 - 2. Appointment to Board of Appeals
 - 3. Agreement with Midcoast Community Action RE Administration of Worth Poor Funds
 - 4. Assessors' Agent Agreement
 - 5. Date for Public Hearing on Draft Marijuana-related Ordinances
 - 6. CDBG Grant for YMCA's After School Program
- XII. Selectmen's Discussion Items**
- XIII. Adjournment**

Town Manager Notes

July 17, 2019 Board of Selectmen's Meeting

Official Action Items:

1. **Appointment to Budget Committee** – I plan to have a recommendation for you to consider Wednesday evening
2. **Appointment to Board of Appeals**- I am recommending that Julie Keizer be reappointed to one of the two Alternate positions on the Board.

Recommended Action: Reappoint Julie Keizer as an Alternative Member on the Board of Appeals.

3. **Agreement with Midcoast Community Action for the Administration of Worthy Poor Funds**- Starting in 2013, the Town contracted with Midcoast Maine Community Action (MMCA) for the administration of the disbursement of the Town's Philbrook and other funds designated for the "worthy poor". MMCA does not charge any administrative fee for this service and allocates the funds to Damariscotta residents in accordance with the criteria described in the agreement. For FY 2020, \$20,000 has been allocated for this purpose.

Recommended action: Authorize the Town Manager to execute an agreement with Midcoast Maine Community Action for the administration of the Town's Worthy Poor Funds for FY2020.

4. **Assessors' Agent Agreement**-As the Board is aware, Town staff has been in discussions with Jim Murphy, an assessors' agent for several towns, regarding Jim contracting with the Town to provide these services for Damariscotta. The Town has been without an assessors' agent since July 1 after Jurate Barnes opted not to renew her contract with the Town.

The proposed agreement with Jim Murphy's firm is attached. Under this contract, Jim's brother Matthew would provide the assessing services to the Town working under the supervision of Jim. This agreement will be effective starting August 26 and continue through the balance of FY 2020

Recommended Action: Approve an agreement with Murphy Appraisal Services for services as the Town's Assessors' Agent for the period August 26, 2019 to June 30, 2020.

5. **Date for Public Hearing on Draft Marijuana-related Ordinances** - The Board previously hosted a number of community conversations on the content of medical and adult use marijuana ordinances. If ultimately adopted at Town Meeting, the ordinances will put into effect the local laws related to the zoning and licensing of marijuana-related commercial establishments. In November, 2018, The Town voted to opt-in to allow both adult-use and medical marijuana commercial establishments in Damariscotta. Last month, the Maine legislature passed and the Governor signed a bill that adopted the State's rules for adult-use establishments.

At its April work session and in subsequent discussions, the Board completed proposed drafts of the following: Licensing Ordinances for both medical marijuana and adult-use marijuana establishments, amendments providing for the zoning of these establishments in the Laws Use and Site Plan Review Ordinances. The proposed new ordinances and the amendments continue to be available for public review on the Town's website by clicking on the following link:

<https://www.damariscottme.com/home/news/marijuana-faqs>

Keeping in mind the objective of having the ordinances and the amendments on a November 5 special town meeting ballot coinciding with the State election, it is important to begin the public hearing process in August. The Planning Board previously held hearings on the proposed zoning changes. In addition to changes that the Selectmen may make to the ordinances following the first hearing, there may be some changes to some or all the ordinances/amendments based on further legal review. I suggest that the Board of Selectmen hold the hearings on all of the ordinances and ordinance amendments and invite Planning Board members versus having the two Boards hold separate hearings on the proposed ordinances and amendments.

Recommended Action: Set the date for the public hearing on the draft ordinances and ordinance amendments related to adult-use and medical marijuana commercial establishments for August 21.

CONTRACT FOR ASSESSING SERVICES

This agreement is made and executed between the TOWN OF DAMARISCOTTA, acting through and by its elected officials, and MURPHY APPRAISAL SERVICES, INC., acting through and represented by the President of the corporation, James H. Murphy, Jr.

Now therefore, in consideration of the mutual covenants herein, the parties agree as follows:

1. REPRESENTATION OF MURPHY APPRAISAL SERVICES, INC.

A. MURPHY APPRAISAL SERVICES, INC is a Maine Corporation duly organized under the laws of the State of Maine, and is in good standing.

B. MURPHY APPRAISAL SERVICES, INC is a Maine Corporation whose shareholders are: James H. Murphy, Jr., President

C. James H. Murphy, Jr., President is an employee of MURPHY APPRAISAL SERVICES, INC

D. The person assigned to the TOWN OF DAMARISCOTTA will be Matthew P. Murphy as the primary assessor agent and James H. Murphy, Jr., a Certified Maine Assessor, acting as the supervisor of the finished work. No other person will be assigned or subcontracted to the TOWN OF DAMARISCOTTA without the prior and expressed written approval of the TOWN OF DAMARISCOTTA Board of Selectmen

E. All employees of MURPHY APPRAISAL SERVICES, INC. will be covered and at all times be represented by workers compensation insurance provided by MURPHY APPRAISAL SERVICES, INC. An in force workers compensation policy is in effect and will be made available on demand to the TOWN OF DAMARISCOTTA. MURPHY APPRAISAL SERVICES, INC. also agrees that it will make known immediately to the TOWN OF DAMARISCOTTA notice of the assigned person request of waiver of benefits from the Maine Workers Compensation Commission.

2. The TOWN OF DAMARISCOTTA enters into this agreement for Assessors Agent Services under an agreed Independent Contractor status (IRS Publication 963). MURPHY APPRAISAL SERVICES, INC. will be responsible for all of its employees Worker Compensation costs, Liability Insurance, all Federal, State and local tax filings; all of its own equipment and tools, vehicle costs and other clothing and items of need to complete the assignment contracted.

MURPHY APPRAISAL SERVICES, INC. agrees to indemnify the TOWN OF DAMARISCOTTA for any and all penalties and interest that may be assessed against the TOWN OF DAMARISCOTTA for any failure by MURPHY APPRAISAL SERVICES, INC to pay Federal, State and local taxes, interests and penalties.

3.REPORTS. A periodic progress report will be presented in written form.

4. ACCESS TO THE TOWN OFFICE: Access to the town office is necessary for completion of the specifications of the contract. As such keys to the town office will be provided to MURPHY APPRAISAL SERVICES, INC. MURPHY APPRAISAL SERVICES, INC. recognizes the importance of being available to

the citizens of the TOWN OF DAMARISCOTTA and will be reasonably available during normal business hours. These hours will be posted and made known at the town office. Others hours and days will be scheduled as needed at the discretion of the contractor.

5. SUPPLIES: The TOWN OF DAMARISCOTTA will provide to MURPHY APPRAISAL SERVICES, INC. a budget for general expenses for completion of tax map updates, a computerized assessing system with peripheral equipment as agreed by the parties and other office supplies typically used for assessing duties.

6. OTHER REPRESENTATION: The TOWN OF DAMARISCOTTA agrees that MURPHY APPRAISAL SERVICES, INC. will represent the Board of Assessors with appropriate legal assistance as needed at the expense of the TOWN OF DAMARISCOTTA for abatement appeals to the Lincoln County Commissioners, State Board of Property Tax Review or to other courts of jurisprudence.

7. CONTRACTUAL COMPENSATION: The TOWN OF DAMARISCOTTA agrees to pay MURPHY APPRAISAL SERVICES, INC. as follows:

An amount not to exceed \$31,450.00 for the contracted period of August 26, 2019 to June 30, 2020 for a maximum of 74 days at the rate of \$425.00 per day.

Additional contracted periods to be agreed and negotiated prior to June 30, 2020.

Payment to be made from invoice. Taxpayer identification number to be present on all invoices. Invoice for services to be one-half or one day increments.

8. SEVERANCE: Should MURPHY APPRAISAL SERVICES, INC. not be performing to the expectations of the Board of Assessors, the MURPHY APPRAISAL SERVICES, INC. will receive in written form from the Board of Assessors a detail of the areas of concern. Items pertaining to legally obligated duties of assessing standards will not be deviated from in any manner and will not be grounds for termination of the contract.

In the unforeseen event the assigned person, Matthew P. Murphy or James H. Murphy, Jr. terminates employment with MURPHY APPRAISAL SERVICES, INC.; the remaining shareholders of MURPHY APPRAISAL SERVICES, INC. will make the Board of Selectmen of the TOWN OF DAMARISCOTTA aware of the termination within 7 business days and that the contract will be terminated 30 days from the notice.

9. CONTINUING EDUCATION: The TOWN OF DAMARISCOTTA is not responsible for any educational expenses, however, should any educational or informational class or course related to property taxation, assessing software or municipal assessing administration be offered on a regular habitual duty day or part of a duty day, that day or portion of that day will not be replaced and that day will be applied towards fulfillment of the contractual terms. Acceptable classes and courses will be per the list of Maine Revenue Services, Property Tax Division, said list effective May 6, 1996 as amended. Educational events include two days allotted to Property Tax School and the maximum allowed days per contract year will be 8 days.

10. DUTIES OF MURPHY APPRAISAL SERVICES, INC. MURPHY APPRAISAL SERVICES, INC. shall update property records, preliminary mapping, perform inspections, prepare all state forms and returns, prepare the tax commitment, complete all duties and functions typical of the office of Assessor under the laws of the

State of Maine. Said duties and obligations are to be completed and submitted to the agency requesting such documents by the legal date due.

The Board of Assessors at no time will relinquish the legal obligation of the office of Assessor. MURPHY APPRAISAL SERVICES, INC. at no time will assume the office of Assessor.

To streamline the abatement and supplemental assessment process the Board of Assessors limit, allow and permit the supervisory person, James H. Murphy, Jr. to execute the following:

- a. Abatements to correct the assessment of the property site size area where the correction does not exceed \$100 of taxes.
- b. Abatements and Supplemental Assessments to correct the omission of Homestead Exemptions.
- c. Abatements and Supplemental Assessments to correct the omission of Maine Veterans Exemptions
- d. Abatements and Supplemental Assessments to correct errors of property buildings where the correction does not exceed \$100 of taxes.

The above conditions are limited and subject to:

- a. If the yearly Abatement total exceeds \$2,000 the above permission is rescinded
- b. A copy of the Abatements and Supplemental Assessments must be made to the Board of Assessors for their next regular meeting

11. PROHIBITION OF CONFLICTING REPRESENTATION. For the period of the contractual agreement MURPHY APPRAISAL SERVICES, INC. and any employee is prohibited from performing any other real and personal property valuation services within the Town of DAMARISCOTTA for any reason.

12. CONFLICT OF LAWS: This agreement shall be governed by and construed in accordance with the laws of the State of Maine

13. SEVERABILITY OF PROVISIONS: In case of any one or more provisions contained in the agreement should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

14. ENTIRE AGREEMENT: This document constitutes the entire agreement between the TOWN OF DAMARISCOTTA and MURPHY APPRAISAL SERVICES, INC. with respect to the subject matter thereof and the agreement supersedes all previous negotiations, discussions and agreement between the parties. Amendment of the contract will be in written form and such amendments will be made at the agreement of the TOWN OF DAMARISCOTTA and MURPHY APPRAISAL SERVICES, INC.

IN WITNESS THERE OF, THE PARTIES OR DULY EMPOWERED REPRESENTATIVES,
EXECUTING THIS AGREEMENT ON THE 17th DAY OF JULY 2019.

FOR MURPHY APPRAISAL SERVICES, INC.

James H. Murphy, Jr., its President
July ____ 2019.

(Witness)

FOR TOWN OF DAMARISCOTTA, July 17, 2019

Robin Mayer, Chair

Amy Leshure

Mark Hagar

Louis Abbotoni

Joshua Pinkham

BOARD OF
SELECTMEN

(Witness)