

**Agenda**  
**Board of Selectmen's Meeting**  
**Town of Damariscotta, Maine**  
**November 6, 2019, 5:30 PM**  
**Damariscotta Town Hall**

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
  - 1. October 16 Meeting
- IV. Financial Reports**
  - 1. Payroll Warrant
  - 2. Accounts Payable Warrants
- V. Presentations**
  - 1. Pumpkinfest Traffic Plan and Parking Review- Larry Sidelinger
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
  - 1. November 5 Election Results
  - 2. Request for Proposals for Municipal Ownership/LED Conversion of Street Lights
  - 3. Updates on various projects and grant applications
  - 4. November 19 Heart and Soul/Comprehensive Plan Anniversary Celebration
- VIII. Official Action Items**
  - 1. Award of Cemetery Landscape Services Contract
  - 2. Cemetery Deed and Perpetual Care Agreement with Judith Cheney
  - 3. Memorandum of Understanding for EMA Computer
  - 4. Approval of FY 2021 Budget Calendar
- XII. Selectmen's Discussion Items**
  - 1. November 19 Heart and Soul/Comprehensive Plan Anniversary Celebration
- XIII. Adjournment**

**Workshop on Tax Increment Financing**

**TOWN MANAGER NOTES  
BOARD OF SELECTMEN'S MEETING FOR  
NOVEMBER 6, 2019**

**Presentations**

**Pumpkinfest Traffic Plan and Parking Review-** Larry Sidelinger, chairperson for the Pumpkinfest Traffic and Parking Committee, would like to review with the Board the changes that were made for the most recent Pumpkinfest and discuss with the Selectmen ideas for the 2020 festival.

**Town Manager Items**

1. **November 5 Election Results** (verbal)
2. **Request for Proposals for Municipal Ownership/LED Conversion of Street Lights –** Several Lincoln County town managers/ administrators and the County Administrator have met with two vendors who assist municipalities with the acquisition of street lights from the regional utility company and the conversions of these lights to LED. I have offered to draft a joint Request for Proposals for towns including Damariscotta, contingent upon the Board's approval.
3. **Updates on various projects and grant applications** (verbal)
4. **November 19 Heart and Soul/Comprehensive Plan Anniversary Celebration**

**Official Action Items:**

**1. Award of Cemetery Landscape Services Contract**

The following bids were received for cemetery landscape services:

Property Care Plus, Inc. (Robert Waltz): \$27,500

J&H Landscaping LLC (Jacob Braley): \$27,500

Both bids were determined to be complete.

Following the bid opening, the Cemetery Trustees discussed the two bids and decided to recommend to the Board of Selectmen that the Board award the one year cemetery landscape services contract to J&H Landscaping. The decision was based on the fact that the pricing offered by the two contractors was identical and, while both contractors have very good reputations, J&H has providing high quality cemetery landscape services to the Town since 2014. The cost of the service will be 2.23% higher than the 2019 contract and is within the amount allocated in the FY2020 Budget for this service.

**Recommended Action: Authorize the Town Manager to execute an agreement with J&H Landscaping, LLC for Town Cemetery landscape maintenance services for the period of April through November 2020.**

**2. Cemetery Deed and Perpetual Care Agreement with Judith Cheney**

The Deed and Agreement are attached.

**Recommended Action: Approve the Cemetery Deed and Perpetual Care Agreement with Judith Cheney.**

**3. Memorandum of Understanding for EMA Computer**

Through the use of grant funding, the Lincoln County Emergency Management Agency was able to purchase Samsung Tablets for each of the EMA directors in the County. As noted in the attached cover letter from County Emergency Management Director Casey Stevens, having a WiFi-connected state-of-the art computer for each of the town directors will aid in communications during emergency events. In return for the computer, each of the towns will need to subscribe to a data plan with a wireless network. The Town will likely to be able to simply add this on the account that we already have for Police Department cellular service with Verizon.

**Recommended Action: Authorize the Town Manager to execute the attached Memorandum of Understanding with the Lincoln County Emergency Management Office for the loan of a Samsung Tablet computer for use by the Town's Emergency Management Director.**

**4. Approval of FY 2021 Budget Calendar-** Town Treasurer Cheryl Pinkham has prepared the attached budget calendar for next year's budget. Preparation. Note that the calendar is subject to change to accommodate Selectmen's and Budget Committee members' schedules.

**Recommended Action: Approve the attached calendar for the preparation for the FY 2021 Budget.**

TOWN OF DAMARISCOTTA  
CEMETERY MOWING & MAINTENANCE CONTRACT  
2020

This Agreement entered into and executed by and between the Inhabitants of the Town of Damariscotta, by its Board of Selectmen (hereinafter the "Town") and \_\_\_\_\_ (hereinafter the "Contractor").

Witness that in consideration of mutual covenants made herein, the parties agree as follows:

1. Services

The Contractor agrees to provide the following services:

- Mowing and grounds maintenance of the Bethlehem Cemetery, Hillside Cemetery, and Walpole Cemetery will be performed from April 15 through November 30 annually.
- One (1) spring cleanup of sticks, branches, leaves, stones, dead flowers, discarded containers, minor brush cutting, etc., will be completed.
- One (1) fall cleanup of sticks and branches, leaves, dead flowers, and discarded containers will be completed.
- Spring and fall cleanups include all ground within property boundaries, including stone walls, picket fences, or other boundaries, and between any such fence and adjacent paved road.
- Spring and fall cleanups include removal of debris from stone walls.
- Spring cleanup includes removal of winter sand from granite steps leading to arch at Walpole.
- All grass shall be kept to a height not to exceed three (3) inches.
- Mow and trim to all property boundaries, including stone walls, picket fences, or other boundaries.
- Mow and trim between all fences (stone, picket, or chain) and adjoining paved roads.
- Trim around every individual gravestone without scoring, chipping, or otherwise damaging. This includes, but is not limited to, headstones, footstones, flush stones, family monuments, and curbing around lots.
- Trim around every individual veteran's flag.
- Trim around all temporary surveyor flags without disturbing their locations.
- Ensure no clippings are left lying on stones, using blower as needed.
- Follow existing earth contours when mowing (no scalping).
- Keep tree sprouts trimmed to prevent growth.
- Restore chain fences to closed position when leaving Bethlehem Cemetery.
- Trim fieldstone steps at Walpole.
- Keep an area at least two feet wide cleared of all growth other than grass outside the granite block wall at Walpole.
- All grass clippings, brush cutting and other debris, whether from routine mowing or from spring and fall cleanups, to be removed from Cemetery property and disposed of properly. Nothing is to be dumped on adjoining property.
- Temporary storage of grass clippings may be allowed at Bethlehem and Hillside Cemeteries at designated locations with the approval of Town officials. No clippings shall be left at Walpole Cemetery. All clippings are to be removed from Hillside Cemetery twice each year on or about July 1 and November 15.

- Promptly report to Cemetery Trustees or Town Manager items needing Town attention, such as damaged gravestones, fallen trees, major limbs down, and collapsed graves.
- Cut or arrange for the cutting of grass/hay in the unsold portion of Hillside Annex 2 at least twice per year.
- The contractor shall ensure that surveyor rebar and white blocks at Hillside and Bethlehem Cemeteries, and wooden stakes at Hillside Cemetery, are in place before and after mowing.

2. Term of Contract

This contract shall extend through November 30, 2020. At the Selectmen’s option, this agreement may be extended for two years: April 15, 2021 to November 30, 2021, and April 15, 2022 to November 30, 2022. The contractor shall provide the Town with a proposed updated payment schedule (see Section 5) for the years 2021 and 2022 no later than November 15, 2020. The Selectmen shall notify the Contractor of its exercise of option no later than December 15, 2020.

3. Insurance

Prior to this contract being executed, the Contractor will certify to the Town that it has obtained general liability insurance, motor vehicle liability insurance, and workers’ compensation insurance to include employers’ liability insurance in an amount of no less than one million dollars (\$1,000,000). The contractor shall name the Town as an additional insured with respect to general liability. The Contractor must provide the Town with evidence, satisfactory to the Town Manager, of all named insureds. Such certification shall include a provision that the Town will be given thirty (30) days’ notice of insurer’s intention to cancel said coverage.

4. Equipment

Contractor shall have sufficient equipment, including backup equipment, to perform the services of the contract.

5. Payment

The Town agrees to pay the Contractor \$\_\_\_\_\_ for the 2020 season.

It is further agreed that payments to the contractor shall be paid on a monthly basis during the mowing season of each calendar year, with the first payment on or about May 1 and the final payment on or about December 1, as follows:

<u>Month</u>	<u>2020</u>
May	\$ -
June	
August	
September	
October	
November	
December	
TOTAL	\$

6. Initial Payments and Final Payments

Initial payment each year will be held until the Contractor has provided proof of conditions of this contract, which shall include but not be limited to general liability insurance, motor vehicle liability insurance, and workers’ compensation insurance coverage, as well as completion of

spring cleanup to the satisfaction of the Cemetery Trustees. Final payment each year will be withheld until fall cleanup is completed to the satisfaction of the Cemetery Trustees.

7. Review

The Contractor shall complete this work to the satisfaction of the Cemetery Trustees and the Town Manager.

8. Independent Contractor

The Contractor and any agents and employees of the Contractor, in the performance of the contract, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor and not as officers or employees or agents of the municipality.

9. Contractor's Labor

For any manpower furnished to fulfill the obligations of this contract, the Contractor shall be responsible for assuring that all manpower is in compliance with applicable state and federal labor laws, including but not limited to workers' compensation law, employment security law and minimum wage law.

10. Indemnification Clause

The Contractor shall indemnify and hold harmless the Town and its officers, officials, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property included the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent actor or omission of the Contractor(s) or any of its officers, agents, employees, representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor(s) shall, at its own expense and cost, defend and protect said indemnified parties against all of such claims and demands. The contractor's obligations to indemnify as described in this section shall continue in full force and effect following termination or substitution under the contract and until such time as the municipal officers send the contractor a written notice notifying him that he is released from his obligation to indemnify, or until the date upon which the contract would have expired, whichever occurs first.

11. Breach

If the Contractor fails to perform according to any of the terms or conditions of this contract at the time and in the manner specified, such failure to perform shall constitute a breach of contract.

12. Notice of Breach

In the event of a breach, the Town Manager shall immediately give verbal notice to the Contractor and order him to perform within a reasonable time. If the Contractor fails or refuses to perform within the time specified by the Town manager, the municipal officers shall have the following remedies in addition to any other remedies available at law or equity:

- A. The Town may terminate the contract by sending a written notice of termination to the Contractor;

- B. The Town may hire a substitute contractor to perform the Contractor's duties and obligations for any period of time; and
- C. The Town may deduct and withhold any amount due to the Contractor for prior work and apply that amount to any cost incurred by the Town as the result of termination or substitution.

13. Remedies Cumulative

The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another.

14. Service Notices

In any case where desirable for the Town to serve upon the Contractor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand, by certified mail, return receipt requested, postage prepared, addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In any case where desirable for the Contractor to give or serve upon the Town any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand, by certified mail, return receipt requested, postage prepaid, addressed to:

Town Manager  
 Town of Damariscotta  
 21 School Street  
 Damariscotta, ME 04543

15. Severability

In the event any term, condition or provision of this contract is held invalid by a court of competent jurisdiction, the invalidity of any such term, condition or provision shall in no way affect any other term, condition or provision herein contained.

IN WITNESS WHEREOF, the parties of this Agreement have executed the same on the \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
 Matthew J. Lutkus, Town Manager

\_\_\_\_\_  
 Contractor

## Cemetery Deed

KNOW ALL MEN BY THESE PRESENTS that the Town of Damariscotta, in the County of Lincoln and the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of three hundred dollars (\$300.00) paid by **Judith Cheney**, in the state of Maine, does hereby transfer and convey unto the said **Judith Cheney** and his/her assigns, a certain lot of land in **Hillside Cemetery** in said Town of Damariscotta, said lot(s) being numbered **#1088 (Annex 2)** 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 the same shall be used and improved only as and for a burial lot for the human dead; that no permanent markers shall be erected above the surface of the ground (this does not apply to monuments); no shrubbery or trees shall be planted on the lot; the lot shall not be mounted or terraced, grade to be maintained on level with the rest of area; that it shall not be sold or transferred without leave had and obtained in writing from the trustees of said cemetery; that 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.

And the said Town of Damariscotta covenants to and with the **Judith Cheney** 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 **Judith Cheney** 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 6<sup>th</sup> day of November 2019.

### The Town of Damariscotta

\_\_\_\_\_  
Roberta Mayer

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

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

\_\_\_\_\_  
Mark Hagar

\_\_\_\_\_  
Amy Leshure

**State of Maine**

**County of Lincoln**

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on November 6, 2019.

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



## Cemetery Perpetual Care & Maintenance

THE TOWN OF DAMARISCOTTA, in the County of Lincoln and State of Maine, has received from **Judith Cheney**, in the State of Maine the sum of two hundred dollars (**\$200.00**), 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 cemetery lot number(s) **1088 (Annex 2)** in the **Hillside Cemetery**; provided however, that should any part of said income remain unexpended, after the reasonable and proper care of said lot, it shall be used for the general care and maintenance of **Hillside Cemetery**.

Dated at Damariscotta, Maine this **6<sup>th</sup>** day of **November 2019**.

\_\_\_\_\_  
Roberta Mayer

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

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

\_\_\_\_\_  
Mark Hagar

\_\_\_\_\_  
Amy Leshure

**The Town of Damariscotta**

**State of Maine**

**County of Lincoln**

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on November 6, 2019.

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



# Lincoln County

## OFFICE OF EMERGENCY MANAGEMENT

32 High Street, P.O. Box 249  
Wiscasset, Maine 04578  
Phone: (207) 882-7559 Fax: (207) 882-7550  
Casey Stevens, Director



Selectmen  
Town of

10/31/19

In an effort to increase coordination, communication, and documentation during emergencies and disasters, Lincoln County Emergency Management Agency has purchased Samsung Tablets to assign to each municipal EMA Director in Lincoln County. The Samsung Tablets were purchased using grant funds.

Your EMA director will be contacting you requesting that you sign an MOA regarding the tablets.

Each director has access to documents and online programs we use for emergency management. These programs provide situational awareness and streamlined communication in real time all while providing documentation that is necessary for reimbursement of expenses after a Presidential Disaster Declaration.

This equipment is beneficial to your town; it will also increase the response time of requested resources during larger scale emergencies and disasters. Many of the programs your EMA director will need to access are cloud-based programs that require a Wi-Fi connection. Often times during emergencies such as the previous windstorms that we have experienced, many places lost internet service. Those that lost internet service were connected through a landline. The reason for the outage was most likely due to a broken wire or power loss.

The Lincoln County Emergency Management Agency is requesting each town to purchase a wireless data plan for the Samsung Tablet. The wireless networks that provide the data plans such as US Cellular, Verizon Wireless and AT&T to name a few, all have redundancies built into their infrastructure that keep their services going for weeks after a power outage. In most cases severed lines caused by downed trees do not affect these wireless networks. This is why a data plan is so important, it will ensure that your EMA director can stay connected when its needed most wherever they are. Most data plans average around \$45/month depending on which vendor and plan that you choose. This will also prevent your EMA director from having to use their personal Wi-Fi connection at their residence for EMA business.

Please seriously consider our request, if you have any questions or concerns please let us know.

Thank you for your time and consideration.

Sincerely,

Casey Stevens





# Lincoln County

## OFFICE OF EMERGENCY MANAGEMENT

32 High Street, P.O. Box 249  
Wiscasset, Maine 04578  
Phone: (207) 882-7559 Fax: (207) 882-7550  
Casey Stevens, Director



### MEMORANDUM of AGREEMENT Between

Town of DAMARISCOTTA ME, (Borrower)

and

Lincoln County Emergency Management Agency (LNEMA)

- Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish equipment loan from LNEMA to the Town of DAMARISCOTTA for use by the EMA Director.
- Description.** (1) Samsung Tablet model: SMT397UZKA  
Serial#: R52M80583TJ and (1) Tablet Case, (1) Tablet Keyboard.
- Samsung Tablet Use.** The Samsung Tablet will be used as a tool to assist the EMA Director with documentation and communication in order to perform his/her duty.
- Physical Location.** The Samsung tablet shall remain in possession of the EMA Director for the Town of DAMARISCOTTA.
- Term of MOA.** The term shall start on the \_\_\_\_ day of November 2019 and terminate only at the request of the parties in the agreement. Requests to terminate this agreement shall be made with a 60 day notice. Notice shall be provided in writing via USPS.
- Equipment Maintenance.** LNEMA is responsible for all maintenance and updating of equipment. The borrower shall in their best ability, protect the equipment from damage. Any problems with the equipment shall be reported to LNEMA promptly.
- Equipment Security.** Borrower shall provide 24-hour, seven-days-a-week security on all loaned equipment during the term of the MOA.





# Lincoln County

## OFFICE OF EMERGENCY MANAGEMENT

32 High Street, P.O. Box 249  
Wiscasset, Maine 04578  
Phone: (207) 882-7559 Fax: (207) 882-7550  
Casey Stevens, Director



Agreed and entered into on this \_\_\_\_\_ day, of November 2019.

Signed,

**Lincoln County Emergency  
Management Agency**

Town of DANVILLE

\_\_\_\_\_  
**Casey Stevens, Director**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Printed**

*Steve O'Brien*  
**STEVE O'BRIEN**

\_\_\_\_\_  
**EMA Director**

*Steve O'Brien*  
**Printed**

Date: 11/30/2019



**TOWN OF DAMARISCOTTA  
BUDGET CALENDAR  
Fiscal Year 2021 MUNICIPAL BUDGET**

<b>Wednesday January 15, 2020</b>	Tentative: Joint Board of Selectmen and Budget Committee Meeting 4:30 pm @ Municipal Building
<b>Thursday January 23, 2020</b>	Department heads submit completed Operating Budget and CIP Requests to Town Manager
<b>January 27 through February 5, 2020</b>	Review of 2021 budget requests by the Town Manager with each department head
<b>Thursday February 20, 2020</b>	2021 proposed Budget submitted to Board of Selectmen & Budget Committee. (Place in in-boxes for BOS to pick up) (Or deliver by e-mail)
<b>Selectmen/Budget Committee Review</b>	
<b>Thursday February 27, 2020</b>	Nomination papers for public office available at Town Clerk's Office.
<b>Wednesday March 4, 2020</b>	Board of Selectmen Review Meeting #1 (4:00pm @ Town Hall)
<b>Monday March 9, 2020</b>	Budget Committee Review Meeting #1 (2:00p.m. @ Town Hall)
<b>Wednesday March 18, 2020</b>	Board of Selectmen Review Meeting #2 (4:00pm @ Town Hall)
<b>Monday March 23, 2020</b>	Budget Committee Review #2 (2:00p.m. @ Town Hall)
<b>Wednesday March 25, 2020</b>	Additional Board & Budget Committee Meeting if needed (4:00pm @ Town Hall)
<b>Wednesday April 1, 2020</b>	Budget Recap Review #3 @ regular BOS meeting
<b>Thursday April 2, 2020</b>	<b>All ordinance materials must be submitted to Town Manager</b>
<b>Tuesday April 13, 2020</b>	Filing deadline for nomination papers for public office & petitions, <b><u>5:30p.m.</u></b> <b>(122 signatures needed on petitions)</b>
<b>Thursday April 23, 2020</b>	Final Town Report material submitted to printer.
<b>Wednesday May 6, 2020</b>	Selectmen finalize budget and Town Meeting Warrant and select nominees for School Board, Cemetery Board, Budget Committee and Sanitary District Board

**TBD** STM for Adult Education & Secondary Budget (Superintendents office runs this)

**Tuesday** Post Warrant & Town Report Available at Town Office and online!!  
**June 2, 2020**

**Election and Town Meeting**

**Tuesday** **ELECTION DAY** (Polls open from 8:00 AM to 8:00 PM)  
**June 9, 2020**

**Wednesday** **TOWN MEETING** - 6:30 PM - GSB School Cafeteria  
**June 10, 2020**

Notes: Times and dates of meetings subject to change according to Selectmen & Budget Committee.