

Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
November 20, 2019, 5:30 PM
Damariscotta Town Hall

I. Pledge of Allegiance

II. Call to Order

III. Minutes

1. November 6 Meeting

IV. Financial Reports

1. Payroll Warrants
2. Accounts Payable Warrants

V. Presentations

VI. Citizen Comments and General Correspondence

VII. Town Manager Items

1. November 19 Heart and Soul/Comprehensive Plan Anniversary Celebration
2. Request for Speed Limit Review
3. Asphalt Repairs This Fall

VIII. Official Action Items

1. Tax Increment Financing Development Proposal
2. Update of Fee and Fine Schedule to Include Marijuana Establishment Licensing
3. Grant from the Orton Family Foundation
4. Shellfish Warden Services Contract

XII. Selectmen's Discussion Items

XIII. Adjournment

Board of Assessors' Meeting

**TOWN MANAGER'S NOTES
BOARD OF SELECTMEN'S MEETING FOR
NOVEMBER 20, 2019**

Town Manager Items (verbal)

- 1. November 19 Heart and Soul/Comprehensive Plan Anniversary Celebration**
- 2. Request for Speed Limit Review**
- 3. Asphalt Repairs This Fall**

Official Action Items

- 1. Tax Increment Financing Development Proposal** - At your November 6 workshop, the Selectmen gave their informal approval for Town staff to proceed with the drafting of a development program for a TIF district that encompasses the 11.3 acres of the 435 Main LLC/Camden Bank Plaza Development. The Board is being asked to take formal action on this at Wednesday's meeting., Attorney Amanda Meader will have the lead on the preparation of the required documents.

The plan will provide for partial funding for the construction of a sidewalk and possible bike path on Main Street. This is a public safety project necessitated by the development of the proposed district as a major retail, restaurant and office center. The public infrastructure project will also boost the economic development potential of the upper Main Street corridor.

Wright Pierce is currently preparing a proposal for the development of plans for the proposed new public infrastructure. This process will eventually result in our having a firm handle on the cost of the public infrastructure project. The long term plan will be to have the new Main Street sidewalk connect to a sidewalk that currently ends at the Rising Tide Market, the sidewalk that the developer is already being required to build at 435 Main, a sidewalk that has already been funded but not yet constructed at the corner of Biscay Road and Main Street and the sidewalk that was constructed by the Coastal Rivers Conservation adjacent to Great Salt Bay Community School.

At their workshop the Board discussed a timetable for formal designation of the district by the deadline of March 1, 2020. A special town meeting is tentatively scheduled for February 19, 2020. The formal public hearing will be scheduled prior to the Town meeting.

Recommended Action: Direct Town staff and legal counsel to prepare the development plan and take other steps required to prepare for Town Meeting consideration of a Tax Increment Financing proposal to be submitted to the Maine Department of Economic and Community Development.

2. Update of Fee and Fine Schedule to Include Marijuana Establishment Licensing—

With the November 5 voter approval of ordinances providing for the licensing and zoning of adult use and medical marijuana commercial establishments, the Board of Selectmen must now set the license fee schedule for the various types of licenses that will be issued after the first of next year. The section in State Statutes related to the setting of fees reads as follows:

30-A §3702. Fees for licenses or permits

Unless otherwise provided by law, any fee established by a municipality for any license or permit under this subpart must reasonably reflect the municipality's costs associated with the license or permit procedure and enforcement.

At this point, Town staff is not able to project with any certainty what the costs of administration and enforcement of the new ordinances will be. In addition, in its upcoming session, the State Legislature will be once again consider legislation that, if approved, would allow municipalities that have allowed marijuana establishments within their jurisdictions to share a portion of the State-collected sales and excise taxes on marijuana products. If approved, this revenue source would offset some of the Town's expenses for ordinance enforcement and administration.

Attached is a spreadsheet showing the permit fees currently being charged by other municipalities that have already approved medical and adult-use ordinances. The last line of the spreadsheet shows my previous permit fee recommendations. I am currently awaiting advice from legal counsel on whether the Board can set these fees on Wednesday or whether a public hearing is required.

Also attached is a draft license application that Town staff prepared. I have asked the Town's attorney to review this document and will incorporate her changes prior to it being finalized.

Looking ahead to the implementation of the new ordinances, it is expected that there will be a fair amount of interest in the various types of licenses once the application process begins. It is important to note that the State's involvement in the licensing adult use establishments will be very different from their role in processing medical marijuana licenses. In the former, a State conditional permit will be required prior to the application being considered by a municipality. In the latter, as long as the applicant is a State-registered caregiver, no other application process is currently required at the State level. **Recommended Action: After receiving the advice from legal counsel, take the actions necessary to approve a license fee schedule for commercial marijuana establishments.**

- 3. Grant from the Orton Family Foundation-** The Orton Family Foundation has provided a considerable amount of support to the volunteers and staff who have been working on the Heart & Soul and Comprehensive Plan anniversary celebration. In addition to lending staff support through their contract consultant Jane Lafleur, the Foundation donated \$1,000 to the Town for the light dinner Tuesday evening and workshop supplies.

Recommended Action: Accept a \$1,000 donation from the Orton Family Foundation to be used for the cost of food and supplies for the November 19 Heart & Soul/Comprehensive Plan Anniversary Event.

4. **Shellfish Warden Services Contract Services** As the Board will recall, Damariscotta currently serves as the “administrative town” for the Shellfish Conservation Ordinance while Newcastle provides this function for the Harbor Management Ordinance. In both cases, the two Towns work together to administer the same rules and regulations through their Shellfish Committee and Harbor Committee. The expenses for the Shellfish Committee including the compensation for warden services are paid out of a joint account that is funded by the sale of shellfish permits.

Since 2016, the two towns have contracted with the Lincoln County Sheriff’s Office to provide this service. The agreement calls for the Sheriff’s Department to provide up to 205 hours of warden service totaling up to \$5,000 per year for the two Towns. With the exception of the dates, the attached proposed 2020 agreement is identical to the current agreement.

Recommended Action: Authorize Chairwoman Mayer to sign an agreement with the Lincoln County Sheriff’s Office to provide shellfish warden services in accordance with the Damariscotta and Newcastle Shellfish Conservation Ordinances.

City	Application Fee	medical retail	medical man.	med testing	adult retail	adult man	adult testing	Tier 1 cultivation	Tier 2 cutlivation	Tier 3 Cultivation	Tier 4 Cultivation
Auburn	500	5,000	2,500	2,500	5,000	2,500	2,500	1,000	1,500	2,500	5,000
Bangor		200	500	200	200	500	200	200-500			
Brunswick		1,400	300	0	1,400	300	0	600	600	600	
Farmington		1,250	1,250	300/500/700	1,250	500	500	250 indoor 125 outdoor	1,500 indoor 750 outdoor	5,000 indoor 2,500 outdoor	15,000 indoor 7,500 outdoor
South Portland		1,400	300	0	1,400	300	0	600	600	600	600
Waterville		1,500	1,500	1,500	1,500	1,500	1,500	1,500	2,500	3,500	4,500
Damariscotta 12/18 Recommendation	150	1,500	500	500	1,500	500	1,500	500	1,000	1,500	

11/16/2019 MJL

Town of Damariscotta
 Application for Adult Use and Medical Marijuana Stores,
 Manufacturing, Facilities and Testing Facilities and Adult Use Cultivation Facilities

NEW RENEWAL Expires: _____ Business Name: _____

EXISTING FACILITY AS OF 12/13/18

Application Fee: \$150 Regular Application Exchange/Conversion Application

* Initial or exchange-not upon renewal

ADULT USE MARIJUANA BUSINESS:

- Marijuana Store \$
- Cultivation Facility
 - Tier I Cultivation: up to 500SF of mature plant canopy \$
 - Tier II Cultivation: 500-2,000 SF of mature plant canopy \$
 - Tier III Cultivation: 2,001-7,000 SF of mature plant canopy \$
- Manufacturing Facility \$
- Testing Facility \$

MEDICAL MARIJUANA BUSINESS:

- Marijuana Store \$
- Cultivation Facility Medical Marijuana \$
- Manufacturing Facility \$
- Testing Facility \$

Hours of Operation: Mon: _____ Tues: _____
 Wed: _____ Thurs: _____ Fri: _____
 Sat: _____ Sun: _____

Attach a copy of all current State Marijuana License(s) if any-if a State of Maine application for a Medical Marijuana Business and/or Adult Use Marijuana Business has been filed, but not yet granted, attached complete copies. Date(s) filed: _____

Each applicant for a license shall provide a copy of a criminal background
 Check (to include all present and former names) dated not more than 3
 Days prior to submission of application. This can be done on-line here
<http://www.5.informe.org/online/per>

Application Fee: \$150
 License Type Fee (Payable upon approval): _____
 LICENSING FEE(S) TOTAL DUE: \$ _____

Please note: If constructing or renovating a building, contact the Code Enforcement Officer _____

Marijuana Stores, Cultivation Facilities, Manufacturing Facilities and Testing Facilities are restricted to certain areas under the Town's Zoning Ordinance and are subject to specific setbacks in the Town's Adult Use and Medical Marijuana Stores, Cultivation Facilities and Testing Facilities Ordinance. You must check with the Code Enforcement Officer for this information before filling an application for a license.

All applicants for any Adult Use Marijuana Business license (except Adult Use Marijuana Testing Facilities) are required to have lived in Maine and paid taxes in Maine for a period of not less than four (4) years immediately preceding the date of application per 28-B M.R.R.c.t (This requirement expires on June 1, 2021).

Map & Lot of Subject Property: Map: _____ Lot: _____ Zone: _____

Physical Address of Subject Property: _____

OWNER OF BULDING/UNIT (if different from applicant): _____
 OWNER'S ADDRESS: _____ Phone#: _____
 PLEASE ATTACH A COPY OF LEASE (if applicable)

Property owner Signature: _____

Printed name: _____ Date: _____

NAME OF BUSINESS: _____ BUSINESS ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

OWNER'S NAME (For additional individual(s), attach sheet listing name(s) with the following information)

_____ DOB & SSN: _____ STATE OF MAINE DRIVER'S LICENSE#: _____

Residence Address: _____ Mailing Address: _____

Owner's Email: _____ Phone#: _____

Preferred Contact Name: _____ Phone# : _____

Email: _____ Address: _____

Name of Authorized Agent: _____ Phone: _____

Manager's Name: _____ Phone: _____ DOB: _____

DESCRIPTION OF BUSINESS: _____

Type of previous business at address (if known): _____

Form of business Corporation Partnership Sole Proprietorship LLC Other

If an applicant is a corporation, partnership, or limited liability company, every officer, director, and/or managing partner must be a person who is a resident, and a majority of the shares, partnership interests, membership interests, and/or other equity interests must be held or owned by persons who are residents. This residency requirement does not apply to applicants for testing facility licenses.

If a Corporation, Partnership or LLC, complete the following information for each owner (additional names may be listed on an attached sheet):

Name	Print Clearly Address Previous 5 years	Birth Date	% of Stock	Title

Has the applicant been denied an application for an adult use or medical marijuana license by another jurisdiction?

No Yes (If yes, explain on a separate sheet)

Has the applicant had an adult use or medical marijuana license suspended or revoked by another jurisdiction?

No Yes (If yes, explain on a separate sheet)

Has applicant(s) or nay officer, partner, director, stockholder, or member ever been convicted of any violation of the law, other than minor traffic violations in a federal, State or other court? No Yes (If yes, complete the following)

Name: _____ Date of conviction: _____

Offense: _____ Location: _____

Disposition: _____

Include additional pages if needed.

THE OMISSION OF FACTS OR ANY MISREPRESENTATION OF ANY OF THE INFORMATION ON THIS APPLICATION SHALL BE SUFFICIENT GROUNDS FOR THE REFUSAL OF SUCH LICENSE.

Attach recent passport-style photo(s) of applicant(s) here:

Is the applicant proposing to surrender their Medical Marijuana Business license and entirely convert to an Adult Use Marijuana Business on their currently licenses premises? No Yes (If yes, attach proof of surrendered license)

Note: That Adult Use and Medical Marijuana business cannot be co-located in the same store. Co-location with cultivation and manufacturing facilities is allowed with restrictions per 28-B M.R.S. §501.

- **Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of the Maine Marijuana Legalization Act?** No Yes (If yes, attach evidence that a Medical Marijuana Business had commenced on the property prior to December 13, 2018).
- **Is the proposed Marijuana Business located within 1,000 feet of a public or preexisting private school?**
- **Description summary of plan for developing and operating a Marijuana Store, Cultivation Facility, Manufacturing Facility, or Testing Facility: (Attach plan)**

- Anticipated date for project commencement: _____ Anticipated date for project completion: _____

Attach a sketch showing the subject premises, including building footprint, interior layout with floor space to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.

- State the estimated average of vehicles per day anticipated on or using the site: (Include owner(s), employee(s), landlord(s), contractor(s), and staff). _____
- State the number of parking spaces planned for the site: _____
- Describe method of sewage disposal for proposed site: _____
- Describe method of water supply to proposed site: _____
- Are there additional federal, State or local permits or approvals required?
 No Yes If yes, please list: _____

It is a violation of this Ordinance for any person to operate a Marijuana Business without a valid Marijuana Business License issued by the Town. Pursuant to 28-B M.R.S. §402, an applicant seeking to operate an Adult Use Marijuana Business may not submit an application for a license unless the applicant has been issued a conditional license by the State of Maine to operate the Adult Use Marijuana Business.

For Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Products Manufacturing Facility license applicant:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Testing Facility License.

Applicant Signature _____ Applicant Printed Name _____ Date _____

For Marijuana Testing Facility license applicants:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.

Applicant Signature _____ Applicant Printed Name _____ Date _____

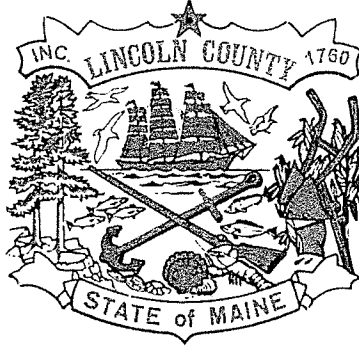
CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY

I, _____ Owner/Operator/Agent of the business, hereby authorize the release of any criminal history record information to the Town Clerk. I understand that this information shall become public record, and I hereby waive any rights of privacy with respect hereto. I further stipulate that I am aware that deliberate falsification of the information herein shall be sufficient cause for denial of a license to operate the business. The application is accurate and true to the best of my knowledge.

Applicant Signature: _____ Date: _____

Application date & time: _____	License issued on: _____
<u>Fees paid:</u>	
Application fee: \$ _____ License type fee: \$ _____	

**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 12, 2019

Town of Newcastle
P.O. Box 386
Newcastle, ME 04553

Town of Damariscotta
21 School Street
Damariscotta, ME 04543

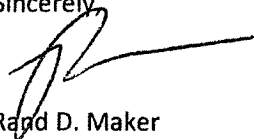
Greetings,

I have attached two copies of the proposed 2020 "Marine Law Enforcement Services" contract for you to review and approve. The only changes made from the previous year are the dates of service reflecting the calendar year 2020.

If after reviewing the enclosed contract you have any questions, find errors, or wish to make any changes please contact me directly. Once the contracts have been approved locally, please sign all three copies and return them to me. The contracts will be placed before the County Commissioners for approval soon after all the signed copies have been returned.

Thanks in advance.

Sincerely,


Rand D. Maker
Chief Deputy

Serving the citizens of Lincoln County since 1760.

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

**"MARINE LAW ENFORCEMENT SERVICES"
(Shellfish Warden)**

THIS AGREEMENT effective as of January 01, 2020 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWNS OF DAMARISCOTTA and NEWCASTLE, bodies politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Towns").

WITNESSETH

WHEREAS, the Towns are desirous of contracting with Lincoln County for law enforcement services which are more particularly described herein; and

WHEREAS, Lincoln County is willing to provide said law enforcement 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:

- ◆ One (1) Primary Sheriff's Deputy will be dedicated to the marine resources for the community. This Agreement will provide a deputy for random tides and for the enforcement of the Town's Shellfish Conservation Ordinance not to exceed 205 hours in calendar year 2020.
- ◆ The Primary Deputy is expected to accept calls related to his duties under this contract when he is not on duty and may conduct such business by phone.
- ◆ When the Primary Deputy is out for one (1) full week or more, the vacancy will be filled by Lincoln County for that period of time. When the Primary Deputy is out for a short-term vacancy of less than one week, the position will not be filled.
- ◆ The Primary Deputy will also be available for general law enforcement duties.
- ◆ The Primary Deputy will work as approved by a Lincoln County Sheriff's Office supervisor on a weekly basis. Due to the change in tides, the deputy's work schedule will flow with the tides.
- ◆ The Primary Deputy will be an employee of the Lincoln County Sheriff's Office, subject to the Sheriff's rules, regulations and orders. The deputy(ies) will also be governed by Lincoln County's Personnel Policies and, if a bargaining unit employee is used, the existing bargaining Agreement between Lincoln County and the Fraternal Order of Police.
- ◆ The Towns will provide and maintain all necessary and approved equipment and training. Approval for the purchase of equipment shall be granted by the Towns or its designee.

- ◆ Lincoln County, through the Sheriff's Office, shall provide the Towns documentation of hours worked by the Deputy on a quarterly basis to coincide with billing.
- ◆ The Towns grant Lincoln County any authority necessary to enforce the Shellfish Conservation Ordinance.

The Towns agree that the deputy(ies) assigned to duty(ies) under this contract in the Towns may leave the corporate limits of the Town only in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. The Deputy or Deputies so responding shall return to duty in the Towns as soon as possible.

Lincoln County, through the Sheriff's Office, shall consult with the Towns a minimum of 14 days prior to permanent assignment of any deputy to Newcastle or Damariscotta or permanent re-assignment of any deputy out of the same. "Permanent" shall be considered any period of time exceeding 60 calendar days.

Lincoln County shall make all decisions regarding hiring and firing of the deputy(ies), provided, however, that Lincoln County shall replace the Primary Deputy only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not reassign the Primary Deputy's employment before making provision for replacement of the Primary Deputy. Lincoln County shall allow and invite a representative from the Towns to participate in the selection of the Primary Deputy. Lincoln County shall provide a list of names and Towns of residence of all deputies providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.

The Towns agrees that all requests made by the Primary Deputy to the Towns pertaining to equipment, schooling, work schedule and other related matters will be referred to the administrators of the Sheriff's Office for approval. In addition, the Primary Deputy will meet the State requirements for Clam Conservation Wardens and boat handling courses as needed.

Lincoln County, through the Sheriff's Office, shall provide the Towns with written responses to citizen inquiries and complaints which are directed towards the Deputy(ies) when appropriate. Such responses shall be under the Sheriff's signature and shall be provided within 30 days of filing.

2. 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.

3. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 01, 2020 and terminating December 31, 2020 unless this Agreement is earlier terminated as set forth in Section 10 hereof.

This contract is void for any Town on June 30, 2020 if the Town Warrant Articles submitted to voters and the June 2020 Town meeting, funding the contract through December 31, 2020 are not approved by voters.

4. ADDITIONAL PERSONNEL

If, in the judgment of Lincoln County, additional temporary law enforcement personnel are available during the term of this Agreement, Lincoln County agrees to provide the Towns with such additional personnel as the Towns may request, provided that within a reasonable time in advance of employment the Towns furnishes Lincoln County with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Section 5 hereof.

5. COST

- (A) For the term of this Agreement, the Towns shall compensate Lincoln County for work hours of the deputy(ies) for the enforcement of the Towns' Shellfish Conservation Ordinances not to exceed 205 hours or the total amount of \$5,000.00 for both Towns.
- (B) 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 quarterly basis.

Administrative expenses that include the deputy(ies) fringe benefits (FICA, Workers Compensation, Unemployment, Medical, and Retirement benefits etc.) 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 deputy or deputies providing the services to the Towns shall be employee(s) of Lincoln County and not those of the Towns, 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.

6. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS

The County and Towns 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 Towns 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.

7. STANDARD OF PERFORMANCE

The Towns and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy(ies) performed under this Agreement, 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.

8. 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.

9. 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 born equally by each party.
- (F) The decision of the arbitrator shall be final and conclusive between the parties.

10. TERMINATION

- (A) This Agreement shall expire on December 31, 2020 unless earlier terminated in accordance with paragraph (B) of this Section 10 or unless extended as set forth in Section 11 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.

11. 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.

12. 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 TOWNS OF DAMARISCOTTA and NEWCASTLE, by order duly adopted by their Selectmen, has caused this Agreement to be signed by the Selectmen of each TOWN and the COUNTY OF LINCOLN, 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 above 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:

IN THE PRESENCE OF: TOWN OF NEWCASTLE

DATE: BY:

ATTEST: