



Agenda

**Public Hearing and
Board of Selectmen's Meeting
Town of Damariscotta, Maine
January 19, 2022; 5:30 PM
Damariscotta Town Hall**

- I. Pledge of Allegiance**
- II. Public Hearing on Board of Selectmen Policy re: Remote Meeting Attendance**
- III. Call to Order**
- IV. Action on Public Hearing Item**
- V. Minutes**
 1. January 5 Meeting
- VI. Financial Reports**
 1. Payroll Warrants
 2. Accounts Payable Warrant
- VII. Presentations**
 1. Presentation to Citizen by Police Chief Warlick
- VIII. Citizen Comments and General Correspondence**
- IX. Town Manager Items**
 1. Designation of Juneteenth as Town Holiday (Discussion item)
 2. Marijuana Ordinances
- X. Official Action Items**
 1. Letter of Intent- CDBG Grant Application
 2. February 16 Public Hearing and Special Town Meeting Warrant
 3. Transfer Station Agreement
 4. Interlocal Agreement for Ambulance Services
 5. Shellfish Warden Services

6. Agreement re: Storage of Information Bureau Building Contents

XI. Selectmen's Discussion Items

XII. Executive Session: Discussion of Union Request for Renegotiation of Police Officer Collective Bargaining Agreement per 1 M.R.S.A. § 405(6) D

XIII. Adjournment

Town Manager Notes

January 19, 2022 Board of Selectmen's Meeting

Public Hearing and Action on Public Hearing Item

Board Policy Regarding Remote Attendance at Board Meetings via Electronic Media -

Town Attorney Amanda Meader and I have prepared the attached revised Selectmen's policy regarding attendance at Board meetings remotely via electronic media. The Board has had such a policy in place since 2012. However, given the specific requirements in the recently approved State law, the policy has to be rewritten. The Statute requires that the Board hold a public hearing on the proposed policy before adopting it.

Recommended Action: Hold the public hearing and approve a policy on remote attendance at Board meetings via electronic media.

Presentations

Police Chief Jason Warlick has requested time on the agenda to make a citizen presentation. Below is the Chief's request:

Matt and the Board of selectmen,

As many of you know there was a recent crash on US Rt 1 in Damariscotta involving the death of a 25-year-old female operator. Also involved in that crash was the male driver of the other vehicle involved. His vehicle sustained heavy damage and was rolled on its passenger side. He was badly injured, bleeding heavily and unable to exit the vehicle. His vehicle caught fire directly under the passenger compartment. Two witnesses, Jamie and Logan Jenkins used a fire extinguisher to put out the fire and used debris from the scene to break out the front window of the vehicle and drag the operator to safety into their own vehicle. They assisted in slowing blood loss and helped keep the male calm while waiting for EMS services. I would like to present both Jamie and Logan with life saving awards at the Jan 19th board meeting.

Town Manager Items

I will provide verbal presentations on both items.

Official Action Items

1. **Letter of Intent- CDBG Grant Application-** Tomorrow, I will email the Letter of Intent that I am asking the Board to approve on Wednesday. The process for getting this preapplication completed has been delayed due to only seven of the ten households in the neighborhood being willing to complete the Low- and Moderate- Income survey questionnaire. Given the relatively small size of the Hodgdon Street project in relation to other projects that will be considered for Community Block Grant funding this is disappointing. Buy-in from the "target" population is an essential part of a CDBG funding request.

Recommended Action: Approve the Letter of Intent as the initial step for Community Development Block Grant funding for the Hodgdon Street Drainage Project.

2. February 16 Public Hearing and Special Town Meeting Warrant

Attached is the draft of the warrant for a Special Town Meeting that the Board has scheduled for February 16. Below is some background information on each of the warrant articles:

Article 1- Jim Cosgrove has agreed to serve as moderator

Article 2- If approved by the voters, the recommended action would allow the Board to execute an exchange of a small (179 square foot) parcel in the parking lot adjacent to the new restroom for a nearly identical size parcel of land that is privately-owned but that the Town been using for its parking spaces along Taco Alley. A map showing the parcels to be exchanged is attached.

Article 3- Allocation of Town ARPA Funds- The attached document describes the Board's recommendations for the allocation of American Rescue Plan Act (ARPA) funds that the Town has received and will be receiving in 2022. I have reviewed these recommendations with the Maine Municipal Association (MMA) and they agree that there is justification for including each of the items listed. All of the items listed were discussed at the August 18 public hearing on this topic.

The MMA Legal Department encourages towns to obtain Town Meeting approval regardless of whether or not the Town Meeting has already given their elected officers the general authority to accept and spend grant funds.

Article 4-Bond Issue for Town Public Works Projects- The Board has given a high priority to completing some key road projects using bond funds. I have prepared the attached summary of showing the estimated total cost of the three projects and a calculation for the estimated debt service. Crooker Construction prepared the cost estimates for the roadwork (to be used for budgetary purposes only), while the sidewalk costs were estimated using the per linear foot cost provided by Gartley and Dorsky. I have sent out an RFP for interest rates and loan terms to the five banks that have offices in Damariscotta. Proposals must be submitted by February 2. For purposes of estimating the cost of borrowing the funds, I have used 2.5 percent as the interest rate and a term of fifteen years. I have asked an attorney at Bernstein Shur to act as bond counsel.

If this article is approved, the Town will incur a debt of \$2,255,000 and annual debt service payments of an estimated \$180,414 for fifteen years. This will mark a departure from the Town's previous practice during the past decade of borrowing on a relatively short-term basis or paying for major capital projects using accrued reserve funds. The benefit of obtaining a loan in the next few weeks is that we may be on the tail-end of low interest rates for a long time. On the other hand, construction costs are exorbitant with shortages of supplies and, very likely, with local contractors capitalizing on high demand for their services.

Board Action Required for a Special Town Meeting: Approve the warrant for the February 16 Public Hearing and Special Town Meeting.

3. **Agreement with Nobleboro-Jefferson Transfer Station Nobleboro-Jefferson Transfer Station Contract and Payment for 2022-** At their Annual Meeting on January 5, 2022, the governing council for the Nobleboro-Jefferson Transfer Station voted on their 2022 Budget (calendar year) and the contribution amounts for the owner member towns, Nobleboro and Jefferson, and the non-owner member towns of Newcastle, Bremen and Damariscotta. Attached are minutes from that meeting and the contract that the Transfer Station has prepared for the Board to execute. The \$138,328 contribution for Damariscotta represents a 4.8% increase over the 2021 contribution.

Recommended Action: Approve a contract with the Nobleboro-Jefferson Transfer Station that includes the Town's 2022 contribution of \$ 138,328.

4. **Interlocal Agreement for Ambulance Services-** The Central Lincoln County Ambulance Service Board of Directors is meeting this evening to consider approval of an Interlocal Agreement that they will be recommending that member towns approve. Attached is the latest draft that I have of that agreement. Selectman Anderson will be representing the Town at that meeting and will be able to brief the rest of the Board on the status of the draft agreement.

At the July, 2020 Annual Town Meeting, the voters authorized the Board of Selectmen to enter into an Interlocal Agreement for ambulance services.

Recommended Action: After the briefing from Selectman Anderson, either approve an Interlocal Agreement for Ambulance Services or table action on this agenda item.

5. **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 the two respective oversight committees. 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. This year's proposed 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 2021 agreement is identical to the current agreement.

Recommended Action: Authorize Board Chair Fraser 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.

6. **Agreement re: Storage of Information Bureau Building Contents** -Once the Town receives the deed from the State for the parcel on which the Information Bureau building is located, the Board will be asked to execute a long-term lease with the Chamber of Commerce

for the use of the land. As soon as that process is concluded, the Chamber will begin renovating the current building structure and constructing the addition.

The building contains a number of historic pieces that could potentially become lost or damaged during construction. I have offered, contingent on the Board of Selectmen's approval, to help move and store the more valuable contents of the building in the Town Hall basement. There are a couple of items that, I believe, would be appropriate to display at Town Hall during this interim period. Attorney Jim Gallagher who oversees the Information Bureau organization has drafted the attached borrowing agreement for the Board's consideration.

Recommended Action: Authorize the Town Manager to execute a "Bailment" Agreement with the Chamber of Commerce for the storage and possible display of Information Bureau building contents at Town Hall.

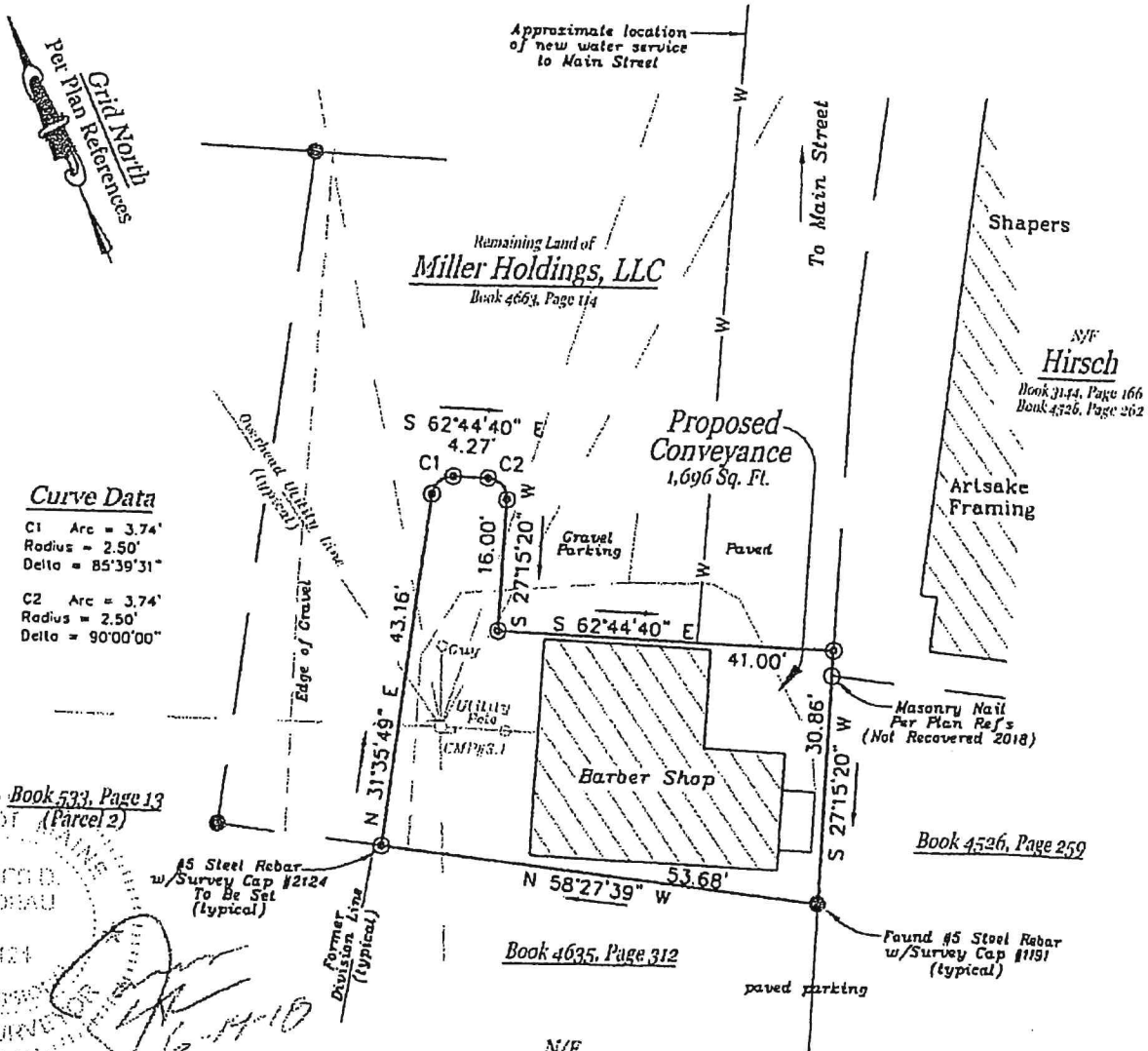
Executive Session - Discussion of Union Request for Renegotiation of Police Officer Collective Bargaining Agreement per 1 M.R.S.A. § 405(6) D

Maine Coast Surveying & Flood Consultants

Exhibit Sketch For Proposed Conveyance

Miller Holdings, LLC to Town of Damariscotta
 Southerly of Main Street, Damariscotta, Maine
 1" = 20' June 13, 2018 Job #2181905

Boundary lines based on plans entitled "Boundary Survey, Municipal Parking Lot, Damariscotta, Lincoln County, Maine", dated September 23, 2011, last revised April 11, 2013 and "Standard Boundary Survey, Robert F. & Mary Colquhoun Property, Damariscotta, Lincoln County, Maine", dated August 31, 1992 by Maine Coast Surveying, Damariscotta, Maine.



Book 533, Page 13
 (Parcel 2)
 STATE OF MAINE
 JAMES D. NADHAU
 8124
 PROFESSIONAL LAND SURVEYOR
 6-14-10

Inhabitants of the Town of Damariscotta

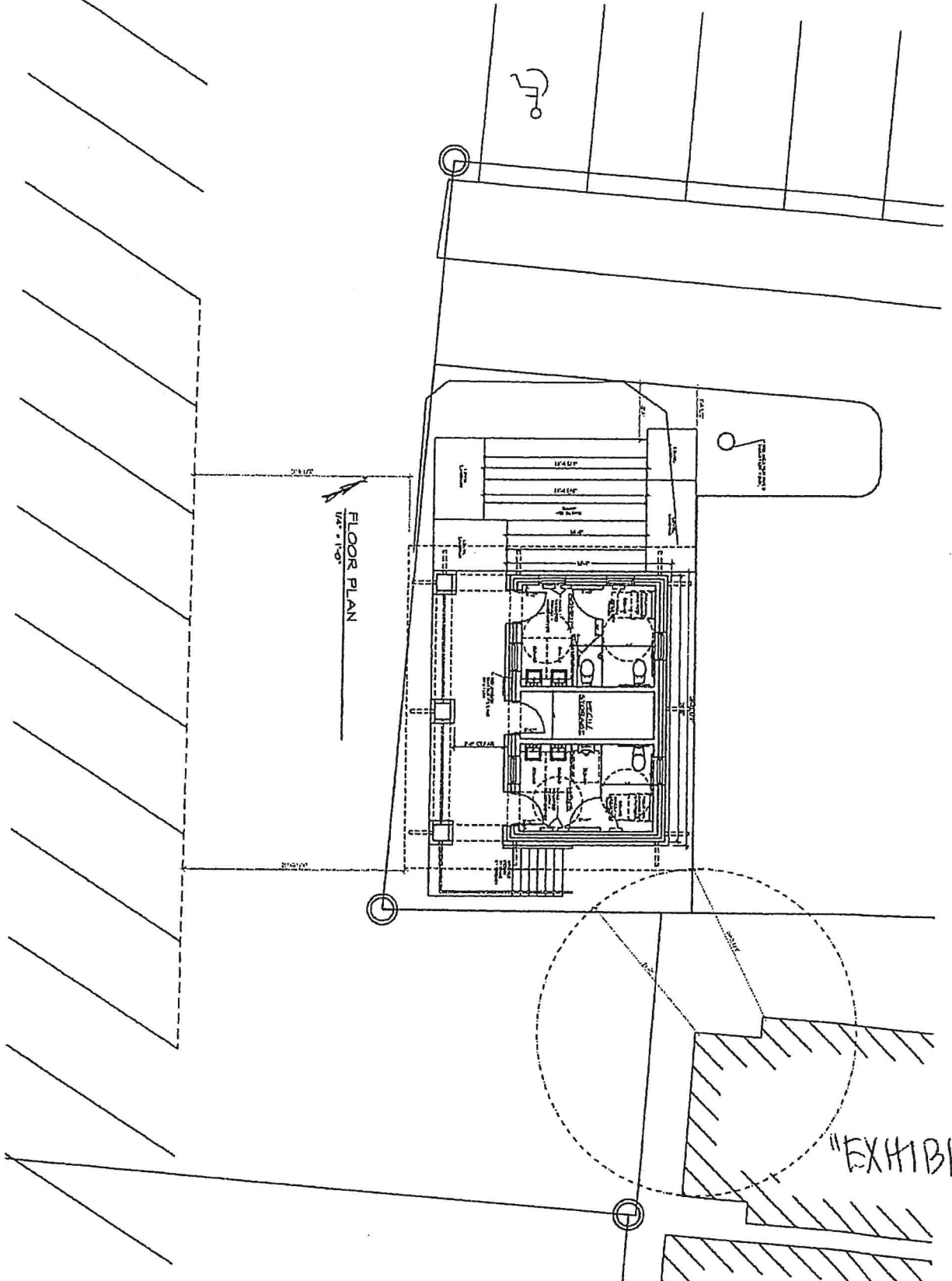
718 Brighton Avenue
 Portland, Maine 04102

www.maine.coast.surveying.com

Phone (207) 563-4500
 Fax (207) 878-7871

"EXHIBIT A"

ALL DIMENSIONS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS AND SPECIFICATIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS AND SPECIFICATIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS AND SPECIFICATIONS.



TOWN OF DAMARISCOTTA WATERFRONT RESTROOMS

Damariscotta, Maine

PHILIPS ARCHITECTS
 401 State Street
 Portland, ME 04101
 Phone: 603.761.1111
 Fax: 603.761.1112
 www.philipsarchitects.com

SCHEDULE
 1. RESTROOMS
 2. RAMP
 3. PARKING

DATE: 08/15/11
SCALE: 1/8" = 1'-0"
BY: J.A.M.
CHECKED: J.A.M.

A-100

TOWN OF DAMARISCOTTA

MUNICIPAL OFFICERS' POLICY REGARDING SELECTMEN'S PARTICIPATION IN BOARD OF SELECTMEN'S MEETINGS BY MEANS OF ELECTRONIC MEDIA

The Board of Selectmen (the "Board") hereby approves remote participation of its members in regular and special meetings of the Board subject to the following.

1. Physical Presence: All members of the Board of Selectmen are expected to be physically present for public proceedings except when being physically present is not practicable. Examples of such impracticability include, but are not limited to, (a) the existence of an emergency or urgent issue that requires the entire Board to meet by remote methods; and (b) illness or other physical condition or temporary absence from Damariscotta that causes a Selectman to face significant difficulties traveling to and attending in person.
2. Acceptable Electronic Media: Maine law (1 MRSA § 403B) allows members of municipal elected bodies to participate in meeting discussions and voting at official meetings by means of telephonic or video technology media that allow for live communications through transmission of audio or audio and video signals (hereinafter referred to as "Acceptable Electronic Media" or "AEM").
3. Remote Attendance of Less Than Entire Board: In those cases where a Selectman cannot attend a Board meeting in person, he/she may remotely participate in a meeting through Acceptable Electronic Media.
4. Remote Attendance by Entire Board: The entire Board is allowed to attend a meeting remotely due to an emergency or urgent issue. Examples of emergency or urgent issues that may cause the entire Board to attend remotely include (a) public health emergencies, such as the Covid pandemic, and (b) unusually severe and dangerous weather when the Board is unable to postpone an agenda item. In such an instance, the Board will attend using Acceptable Electronic Media.
5. Attendance Status: Selectmen shall be considered as present and able to participate in regular and special meetings of the Board if they are using electronic media that allow them to hear the proceedings and speak to the other Selectmen and others present at the meeting in real time (i.e., AEM). Communication via email, social media chat functions, texting or other typed communication media do not meet the criteria required to be considered as being present for a meeting.
6. Quorum: A Selectman participating in a meeting via AEM shall be considered as present for purpose of determining whether a quorum is present for conducting official business of the Board.

7. Voting: All votes taken during a meeting using AEM will be by roll call vote that can be seen and heard if using video technology, and heard if only using audio technology, by other members of the Board and the public.

8. Remote Attendance by Public:
 - A. In those meetings where one or more of the Selectmen are attending via AEM, provision must be made for the public to attend the meeting through AEM.

 - B. So long as the Selectmen offer a “public comment” period during meetings, provision must be made for the public to attend the meeting through AEM, without regard to the attendance status of Selectmen.

9. In-Person Attendance by Public: In those meetings where one or more of the Selectmen are attending through AEM, the public has the right to attend the Board meeting via AEM.

10. Notice of Remote Attendance to Public: When any Selectman intends to participate in a meeting through AEM, adequate notice must be provided through the Town website and as part of the pre-meeting distribution of the agenda.

11. Notice of Remote Attendance to Town Staff: Selectmen who must attend a Board meeting remotely through AEM are asked to provide Town staff with sufficient notice so that public notice can be provided and so that the necessary arrangements can be made prior to the meeting.

Adopted following a public hearing on _____, 20__.

Municipal Officers for the Town of Damariscotta:

Witnessed by:

QUITCLAIM DEED

GILBERT GAY, LLC, a Maine Limited Liability Company, with a mailing address of 109 Lewis Hill Road, New Castle, Maine 04553, for valuable consideration paid, the receipt of which is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever QUITCLAIM unto **THE INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a body corporate and politic located in Lincoln County, Maine, a certain lot or parcel of land located in the Town of Damariscotta, County of Lincoln, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, located southerly from Main Street, in the Town of Damariscotta, County of Lincoln, and State of Maine, bounded and described as follows:

COMMENCING FROM a 1/2-inch diameter iron bar found about 1 inch below grade on the southerly side of Main Street, marking the most easterly corner of land now or formerly of F. Gerard Merser described in Book 3723, Page 218 dated 09 August 2006 at the Lincoln County Registry of Deeds, being the most northerly corner of a private way known as Taco Alley;

thence S 31°25'29" W along the northwesterly side of said Taco Alley, also being the most southeasterly boundary of said Merser and the most southeasterly boundary of land now or formerly of Malcolm S. Oliver described in Book 1217, Page 75 dated 14 November 1984, a total distance of 60.29 feet to a 3/4-inch diameter iron rod found about 3 inches above ground at land now or formerly of the Inhabitants of the Town of Damariscotta described in Book 533, Page 13 dated 02 November 1956 at said Registry, also being the most southwesterly corner of said Taco Alley;

thence S 62°30'00" E along the southerly terminus of said Taco Alley a distance of 10.02 feet to a point at the most easterly corner of Taco Alley, being at land now or formerly of Ronald Simmons and Jean Simmons described in Book 2577, Page 198 dated 30 June 2000 at said Registry;

thence S 62°30'00" E along land of said Simmons a distance of 34.98 feet to 5/8-inch diameter iron rod at a corner of land now or formerly of Gilbert E. Gray Building, L.L.P. described in Book 4635, Page 315 dated 16 January 2013 at said Registry, said iron rod being the TRUE POINT OF BEGINNING:

thence S 62°30'00" E along land of said Simmons a distance of 2.19 feet to a point;

thence S 31°32'22" W a distance of 82.78 feet to a point at land of said Inhabitants of the Town of Damariscotta;

thence N 58°27'39" W along land of said Inhabitants of the Town of Damariscotta a distance of 2.18 feet to a 5/8-inch diameter iron rod;

thence N 31°32'22" E along land of said Inhabitants of the Town of Damariscotta a distance of 82.63 feet to the point of beginning.

The herein described parcel of land contains 180 square feet. All bearings are referenced to Grid North. For further detail, see the plan by Maine Coast Surveying from which this description was drawn: Boundary Survey, Municipal Parking Lot, Damariscotta, Lincoln County, Maine. The above referenced plan is dated 23 September 2011, revised through 11 April 2013, Maine Coast Surveying Project No. 2009-005. All bearings, distances, and deed references used in the preparation of this exhibit have been drawn directly from, or calculated based on, the above referenced plan.

Executed this _____ day of _____, 2022.

Gilbert Gay, LLC

By: Susan Murphy
Its: Member

STATE OF MAINE
COUNTY OF LINCOLN

_____, 2022

Personally appeared the above named Susan Murphy as member of Gilbert Gay, LLC and acknowledged the foregoing instrument to be her free act and deed in her stated capacity.

Notary Public/Attorney at Law

QUITCLAIM DEED

THE INHABITANTS OF THE TOWN OF DAMARISCOTTA, a body corporate and politic located in Lincoln County, Maine, for valuable consideration paid, the receipt of which is hereby acknowledged, do hereby remise, release, bargain, sell and convey, and forever QUITCLAIM unto **GILBERT GAY, LLC**, a Maine Limited Liability Company, with a mailing address of 109 Lewis Hill Road, New Castle, Maine 04553, a certain lot or parcel of land located in the Town of Damariscotta, County of Lincoln, and State of Maine, more particularly described as follows:

A certain lot or parcel of land situated approximately one hundred ten (110) feet southerly of the southerly side of Main Street in the Town of Damariscotta, County of Lincoln, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly boundary of the land of this grantor as described in a deed recorded in Book 5278, Page 297 at the Lincoln County Registry of Deeds (LCRD) lying N 31°35'49" E a distance of twenty-six and ninety-three hundredths (26.93) feet from the southwesterly corner of said land of this grantor;

THENCE N 31°35'49" E along land of this grantee a distance of sixteen and twenty-three hundredths (16.23) feet;

THENCE easterly along land of this grantee and a curve to the right having a radius of two feet and fifty hundredths (2.50) feet a distance of three and seventy-four hundredths (3.74) feet;

THENCE S 62°44'40" E along land of this grantee a distance of four and twenty-seven hundredths (4.27) feet;

THENCE southerly along land of this grantee and a curve to the right having a radius of two and fifty hundredths (2.50) feet a distance of three and seventy-four hundredths (3.74) feet;

THENCE S 27°15'20" W along land of this grantee a distance of sixteen and no hundredths (16.00) feet;

THENCE N 62°44'40" W a distance of ten and forty-nine hundredths (10.49) feet to the point of beginning.

MEANING AND INTENDING TO DESCRIBE 179 SF of land, more or less, and being a portion of the property described in a deed of Miller Holdings, LLC. to The Inhabitants of the Town of Damariscotta, dated July 3, 2018, recorded July 11, 2018 in Book 5278, Page 297 at the LCRD.

All bearings are referenced to grid north of the Maine State Plane Coordinate System (West Zone) as indicated on a survey sketch entitled "EXHIBIT SKETCH FOR PROPOSED CONVEYANCE, MILLER HOLDINGS, LLC. TO TOWN OF DAMARISCOTTA, SOUTHERLY OF MAIN STREET, DAMARISCOTTA, MAINE", by Maine Coast Surveying & Flood Consultants, dated June 23, 2018.

IN WITNESS WHEREOF, Daryl Fraser, Louis Abbotoni, Mark Hagar, Joshua Pinkham and Tom Anderson, duly elected selectmen of the Town of Damariscotta, Maine have caused this instrument to be executed this _____ day of _____, 2022.

Daryl Fraser, Selectman

Louis Abbotoni, Selectman

Mark Hagar, Selectman

Joshua Pinkham, Selectman

Tom Anderson, Selectman

STATE OF MAINE
COUNTY OF LINCOLN

_____, 2022

Personally appeared the above named Daryl Fraser, Louis Abbotoni, Mark Hagar, Joshua Pinkham and Tom Anderson, in their aforesaid capacities, and acknowledged the foregoing instrument to be their free act and deed in said capacities and the free act and deed of said Town of Damariscotta.

Notary Public/Attorney at Law

Board of Selectmen's Proposed Use of ARPA funds as approved on January 5, 2022

This proposal will be considered by Damariscotta voters at a Special Town Meeting to be held on
February 16, 2022, 5:30 PM at Town Hall

Total \$227,179.59*

Received 10/6/21 \$113,589.79

October 2021 Allocation

Category 5.6 – Repair of existing storm sewer systems-\$60,314 to replace the culvert under Schooner Street and Miles Street.

Category 1.7 - Capital Investments to Public Facilities that respond to COVID-19 public health emergency - Miles Street causeway- \$16,275.79. This public road is the major access point to LincolnHealth Covid treatment and vaccination facilities.

-Air Purification System for Town Hall and Police Department - \$3,100 for four HVAC units.

Category 3.11 -Housing Support for Unhoused Persons - \$16,400 requested by Stepping Stone for Tiny House

Category 5.16 -Broadband Expansion - \$5,000 for staff support for Newcastle/Damariscotta Broadband Committee; and \$2, 500 Contribution to the National Digital Equity Center or similar use focused on expanding broadband service to low-income families.

Category 2.09 Other Economic Support- \$10,000 Contribution to Chamber of Commerce for Information Center remodel. Some of the building space would be used for students to access university classes online and for information on a community job bank where prospective employees can learn about work opportunities in response to the economic impact of the COVID-19 public health emergency.

Total 2021: \$113, 589.79*

Fall 2022 Allocation

Category 1.7 - Capital Investments to Public Facilities that respond to COVID-19 public health emergency Miles Street causeway. (\$108,589.80) This road is the major access point to LincolnHealth Covid treatment and vaccination facilities.

Category 5.16 -Broadband Expansion -\$5,000 staff support for Newcastle/Damariscotta Broadband Committee.

Total \$113,589.80*

*The total amount received from ARPA may be adjusted slightly upwards due to reallocation of State funds per 12/29/21 email from Maine ARPA Support. The Town Manager's recommendation is to add these supplemental amounts to the amount allocated to the Miles Street project described above.

1/16/2022 MJL

**TOWN OF DAMARISCOTTA
WARRANT
FOR
SPECIAL TOWN MEETING
February 16, 2022**

LINCOLN, SS

STATE OF MAINE

TO: Jason Warlick, a Constable for the Town of Damariscotta in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County, qualified by law to vote in Town Affairs, to assemble at the Great Salt Bay Community School at 559 Main Street in said Town, on Wednesday, the 16th day of February A.D. 2022, immediately following a public hearing on the same topics at 5:30 PM, then and there to act on Articles 1 through 4.

ARTICLE 1: To choose a Moderator to preside at said meeting.

ARTICLE 2: To see if the Town will authorize the Board of Selectmen to exchange properties with Gilbert Gay LLC, each property being approximately 179 square feet, to establish the Town's ownership of the eastern edge of parking spaces adjacent to the driveway commonly known as "Taco Alley" in exchange for an unused parcel adjacent to the Town's public restroom, and to execute and accept all deeds and documents necessary to accomplish this transaction.

ARTICLE 3: To see if the Town will appropriate \$227,179.59 plus a nominal amount of supplemental funding that the Town will be receiving from the Coronavirus Local Fiscal Recovery Funds (aka American Rescue Plan Act funds) for the following:

- Stormwater and causeway reconstruction to Miles Street to improve the structural integrity of the main access point to Miles Hospital - \$185,179.50
- Support for Stepping Stone to build a tiny house - \$16,400
- Support for Newcastle/Damariscotta Broadband Expansion Committee \$12,500
- Support for workforce development training at new Chamber of Commerce offices- \$10,000
- Purchase of air purification systems for Town Hall and Police Department offices - \$3,100

ARTICLE 4: To see if the Town will vote to (1) approve road and sidewalk improvement projects, including engineering, design, and any other related costs thereto (the "Project"), (2) appropriate a sum not to exceed \$2,255,000, plus any additional premium, to provide for the costs of the Project, and (3) authorize the Treasurer and Town Manager to issue general obligation securities of the Town (including temporary notes in anticipation thereof) in an aggregate principal amount not to exceed \$2,255,000, plus any additional premium, and delegate to the Treasurer and the Town Manager the discretion to fix the dates(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, premium(s), form(s) and other details of said securities on behalf of the Town and to provide for the sale thereof.

FINANCIAL STATEMENT
TOWN OF DAMARISCOTTA

1. Total Town Indebtedness

A.	Bonds outstanding as of	\$	
B.	Bonds authorized and unissued	\$	
C.	Bonds to be issued if this vote is approved	\$ 2,255,000	
	Total		\$

2. Costs

At an estimated interest rate of 2.5%, with a 15-year term, the estimated costs of this bond issue will be:

Principal:	\$ 2,255,000
Interest:	\$
Total Debt Service:	\$

3. Validity

The validity of the bond and of the voters' ratification of the bond may not be affected by any errors in the above estimates. If the actual amount of the total debt service of the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Town Treasurer

Given under our hands at said Damariscotta, Maine this 19th day of January A.D., 2022

Daryl Fraser, Chair

Mark Hagar

Louis F. Abbotoni

Joshua Pinkham

Tom Anderson

Board of Selectmen Damariscotta, Maine

Attest: Matthew J. Lutkus, Town Manager _____

DRAFT

Estimated Cost & Debt Service for Spring, 2022 Bond Issue

Contractor (Crooker) estimates for Egypt Road, Church Street and Belvedere Road

Brief description of work:

Belvedere- (from Bypass to Nobleboro town line)- Reclaim of asphalt 6-8", Overlay with 2.5 " 19 mm HMA; 1.5" 9.5 mm HMA, 2' reclaim on shoulders. 4' side road aprons, 1' driveway aprons, average of 2" shim

Egypt Road (from Biscay to Back Meadow) 1" mill, 5/8" shim, 1.5" 12.5 mm HMA overlay, 2' reclaim shoulders, 1' driveway aprons, 4' side road aprons

Church (Pleasant to Hillside Lane) address subsoil heaving by rebuilding road. Box-cut 24", 2.5" 19mm HMA, 1.5" 12.5mm HMA, 2' reclaim shoulders, 1' driveway aprons, 4' side road aprons.

Total \$1,222,235 (provided for budgeting purposes only)

Egypt Road ditching and in-sloping (based on Crooker's per linear foot estimate) \$453,000

Sidewalk Construction on 900' section of Church Street that will be reconstructed. Includes asphalt sidewalk with granite curb, below ground drainage on north side and surface drainage on south side. (Based on per linear foot estimates from Gartley and Dorsky and Crooker) \$135,000.

Estimate of construction cost-	\$1,810,235
Project Management 10%	181,000
Contingency 15%	270,035
Sub Total	\$2,250,270
Bond Counsel	3,500
Total	\$2,254,770

Debt Service estimate

2.5% interest rate for 15-year term = \$180,414.72 per year

This would increase the Town's debt service to \$191,256 from the FY 22 budget amount of \$120,642.28. (FY 22 payments included final payment \$109,800 in October 2021)

12-29-21 MJL

**TOWN OF NOBLEBORO
192 US HIGHWAY 1
NOBLEBORO, MAINE 04555
207-563-8816**

NOBLEBORO/JEFFERSON TRANSFER FACILITY CONTRACT

The Towns of Nobleboro and Jefferson have formed a regional council of governments, hereinafter known as Council, for the operation and management of a waste transfer facility, and hereby agree with the Town of Damariscotta, hereinafter known as Damariscotta, to provide a facility to enable Damariscotta to dispose of certain waste at the transfer facility under the following terms and conditions:

Council's Responsibility: Council shall be responsible for construction, operation, and management of a solid waste transfer facility on Center Street in Nobleboro, Maine. The Council shall purchase and maintain the necessary equipment, obtain the necessary licenses, and employ attendants and engage haulers to transfer the waste to an authorized disposal facility and pay the necessary tipping fees to said disposal facilities and to do all other things that are incidental and necessary to the operation of a proper transfer facility.

Damariscotta's Rights and Privileges: Damariscotta shall have representation in the Council's quarterly and annual meetings. They will be able to comment and discuss the operations of the Transfer Station. Damariscotta will be permitted to dispose of solid waste generated in the Town of Damariscotta at the above-described transfer site in the Town of Nobleboro under the terms and conditions of this agreement.

Time: This agreement starts January 1, 2022 thru December 31, 2022.

Cost: Damariscotta agrees to pay Council a percent of the net operating cost of the Transfer Facility based primarily on population with some consideration given for businesses in the town. For the year 2022 Damariscotta agrees to pay One Hundred Thirty-Eight Thousand, Three Hundred Twenty-Eight Dollars and no/100 cents (\$138,328.00) to be made in **twelve equal payments. All payments are due within ten (10) days of its first warrant of each month.** **Should payments not be met, then, access to the services to dispose of waste in the above referred to transfer facility shall cease.**

Capital Costs: There will be no capital costs for the term of this contract.

Conditions: The Town of Damariscotta will work with the Council to encourage recycling to reduce solid waste tonnage as much as possible. All commercial haulers may be required to become licensed to dump at the Transfer Station. Licenses may be issued and renewed periodically at the discretion of the Council.

The Council will work to measure, through the most accurate method available, the amount of waste generated from the Town of Damariscotta.

Permissible Waste: Damariscotta may deposit the following waste at the above referred facility subject to the rules, regulations and fees regarding permissible waste that may be promulgated by the Council from time to time:

- 1. **White Goods:** Appliances, including refrigerators and freezers, washing machines, dishwashers, air conditioners, clothes dryers, etc.
- 2. **Garbage:** Accumulation of animal and vegetable matter produced and accumulated from domestic kitchens, restaurants and other food processors and purveyors
- 3. **Trash & Rubbish:** Paper waste, leaves, crating material, cartons, and grass cuttings.
- 4. **Recycling Materials:** Corrugated cardboard, newspapers, plastic, glass, tin cans, etc.

Rules and Hours: The Council may promulgate rules and regulations for the safe and proper management and handling of the above items, said rules to be conspicuously posted at the facility and delivered to the Town of Damariscotta. These rules and regulations may be altered from time to time and must be adhered to by all using the above referred to facility. The facility will be open for the receipt of the above items from 8:00 am to 3:50 pm five days a week and closed on Sundays and Mondays and all Federal holidays.

Impermissible Waste: The following may not be deposited at the facility in any form whatsoever: timber or wood over six inches in diameter, junk vehicles or parts of vehicles, septage, septage treatment, septic tank waste, used motor oil, televisions or computers, or any substances now or hereafter classified as hazardous or special waste by the State Department of Environmental Protection or the United States Environmental Protection Agency.

Enforcement: The Council shall issue permits to be distributed by Damariscotta and shall have the right to verify that the permit is in fact valid and that the use is hauling waste generated in the Town of Damariscotta. The council or its agent shall have the right to deny access to the facility to anyone who does not abide by all the rules and regulations promulgated by the facility.

Severability: The fact that one or more portions of this agreement may be deemed unenforceable shall not affect the validity of the remaining portions of this agreement.

IN WITNESS, WHEREOF, the Council has caused this document to be executed by Richard Spear, duly authorized to act on behalf of the Council.

Date: 4/11/2022

Richard Spear
Richard Spear, Transfer Station Agent

IN WITNESS, WHEREOF, the Town of Damariscotta has caused this instrument to be executed by _____

its Selectmen duly authorized to act on behalf of said Town.

Date: _____ / _____
 Selectmen Selectmen
 / /_____
 Selectmen Selectmen

Town Manager

BAILMENT AGREEMENT

AGREEMENT made and entered into this ___ day of January, 2022 by and between the Damariscotta Regional Chamber of Commerce through its president, sometimes hereinafter referred to as ‘DRCC’ or ‘Bailor’ and The Inhabitants of the Town of Damariscotta, Maine, a municipal corporation, through its Selectmen and/or Town Manager, , hereinafter sometimes referenced as ‘The Town’ or ‘Bailee’.

WHEREAS DRCC is in possession of certain artifacts and items of historical value listed on Exhibit A, attached, formerly possessed by the Damariscotta Region Information Bureau (DRIB) and formerly housed in its building at the junction of Main Street and Vine Streets in Damariscotta, and

WHEREAS the Town has agreed to lease to DRCC a parcel of land upon which the current DRCC/DRIB building exists and anticipates an expansion of the building, and

WHEREAS DRCC is in the process of such renovation and repairs and expansion to the so called Information Bureau building formerly of the said DRIB, and

WHEREAS the contents of the former DRIB building by agreement have become the property of the DRCC, and

WHEREAS the Town has expressed a willingness to house and display the artifacts belonging to DRCC during the renovation and expansion of the former DRIB building,

NOW THEREFOR the parties hereto agree that DRCC will deliver to the Town the items listed in Exhibit A to be held and maintained by the Town in a safe and location for a period of time extending until a request for the return of some or all of the items for display in either the partly or fully renovated DRCC building. The Town and DRCC may catalogue and photograph these items for purposes of current condition of each item and insurance requirements. DRCC may but shall not be required to provide insurance on those items which are or may not be able to be insured under the Town’s policy or other coverages.

The Town may display some or all of the items as it may desire provided such displays not pose a risk to the item. The Town will use reasonable care in handling and displaying any items.

Upon request and at such time as DRCC has its facility ready for storing and/or displaying some or all of these items in Exhibit, DRCC may pick up such items from the bailee Town and the Town shall no longer be responsible for the item.

The bailor and bailee shall each initial the Exhibit A and receipts for the transfer and return of items contained on Exhibit A at the time of transfer or return.

The Town agrees to serve as Bailee without charge or cost to the Bailor and to use reasonable care in its storage of these items. The Town shall not be responsible for damages provided it exercises such reasonable care in its bailment of these items.

Inhabitants of the Town of Damariscotta Maine, Bailee

By: _____
Its duly authorized Town Manager

Damariscotta Region Chamber of Commerce, Bailor

By: _____
Its President duly authorized

Attendance:

Jigger Clark, Jefferson selectman, Transfer Station Committee Chairman; Dick Spear, Nobleboro Selectman, Transfer Station Agent; Richard Powell, Nobleboro Selectman; Mark Hager, Damariscotta Selectman; Wendy Pieh, Bremen Selectwoman; Steve Page, Bremen Selectman; Brandon Achorn, Transfer Station Interim Manager

Dick brought the meeting to order at 6PM with no public comment.

Dick discussed the appointment of Brandon as interim manager after Allen Oliver was removed due to medical complications. Dick felt Brandon excelled during the difficult covid conditions and recommended his appointment to manager. Jigger made the motion. It was seconded by Richard and it was unanimously approved.

Dick discussed the need to increase facility manning this year. He explained the added workload created by increased usage and covid safety requirements. He hired Kevan Nunes this summer and Edward McCabe last week. Past facility manager Barry Howell retired this year but may occasionally help Brandon this year with office requirements.

Brandon shared information on waste tonnage increases in 2021 compared to 2020. Demo was up 15% and household trash up 6%.

Dick discussed present trends with all areas including recycling up except miscellaneous items (electronics etc.) He explained last year's increased facility expenditures as personnel and unexpected mechanical work on the backhoe. This year's expected maintenance and capital improvement will include cement pad replacement on one compactor and metal work on both compactors.

Dick declared the 2021 financial condition as having a beginning balance of \$129,184 with yearly expenses of \$821,784. After revenues the 2021 ending balance is \$118,526. He proposes a 4.8% increase in facility operating costs driven by inflation and increased tonnage. Mark asked how the individual town percentage values are determined. Dick explained they were based on population with Nobleboro's and Jefferson's ownership and bookkeeping expenses considered. Dick informed everyone that he and Barry had negotiated the extension of the demo and home waste contract with Waste Management through 2027 at very favorable terms. This will help stabilize future cost increases. Everyone approved.

Jigger made a motion to except both the 2022 proposed budget and town funding formula. It was seconded by Richard and passed unanimously.

Wendy expressed her appreciation for Barry's excellent management and work in community awareness of responsible waste recycling. All agreed.

Jigger made the motion to reelect himself as Transfer Station Committee Chairman and Dick as Agent. Richard seconded and it passed unanimously.

Meeting was adjourned at 6:52 PM

Respectfully Submitted by Richard Powell

INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF BREMEN, BRISTOL, DAMARISCOTTA, NEWCASTLE, NOBLEBORO AND SOUTH BRISTOL, FOR JOINT GOVERNANCE OF CENTRAL LINCOLN COUNTY AMBULANCE SERVICE, INC.

This interlocal agreement is made as of the _____ day of _____, 2022, (the “Effective Date”), by and among the following Parties:

- THE INHABITANTS OF THE TOWN OF BREMEN, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 208 Waldoboro Road, PO Box 171, Bremen ME 04551;
- THE INHABITANTS OF THE TOWN OF BRISTOL, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 1268 Bristol Road, PO Box 339, Bristol ME 04539;
- THE INHABITANTS OF THE TOWN OF DAMARISCOTTA, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 21 School Street, Damariscotta ME 04543;
- THE INHABITANTS OF THE TOWN OF NEWCASTLE, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 4 Pump Street, PO Box 386, Newcastle, ME 04553;
- THE INHABITANTS OF THE TOWN OF NOBLEBORO, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 192 US Highway One, Nobleboro ME 04555, and
- THE INHABITANTS OF THE TOWN OF SOUTH BRISTOL, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 470 Clarks’ Cove Road, Walpole, ME 04573.

The foregoing are herein referred to collectively as “the Parties” or singly as “Party.”

WHEREAS, both State law and Maine municipalities generally encourage the development of regional coalitions of local governments to establish efficient and effective delivery of municipal services; and,

WHEREAS, the Parties did agree among themselves on January 24th, 1972, to establish Central Lincoln County Ambulance Service, Inc., a Maine corporation with its principal place of business at 29 Piper Mill Road, PO Box 373,

10/25/2021

Damariscotta, ME 04543, and which was ruled to have non-profit status by the Internal Revenue Service in 1993; and,

WHEREAS, Central Lincoln County Ambulance Service, Inc., (hereafter “the Service”) has since its establishment been governed by a Board of Directors appointed by the Parties in their capacity as the sponsors of the Service; and,

WHEREAS, the Service holds a license from the Emergency Medical Services’ Board under the terms of the Maine Emergency Services Act of 1982 (Title 32, M.R.S. §§ 81-87), and provides emergency medical and transportation services within the boundaries of the Parties’ municipalities; and,

WHEREAS, the Parties support the continued operation of the Service in order to deliver cost-effective ambulance services (including rescue and transportation);

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter stated, the Parties do hereby promise and agree as follows:

Section 1. Purpose

- 1.1. The purpose of this Agreement is to provide for the governance and management of Central Lincoln County Ambulance Service, Inc., (hereafter “CLC Ambulance”) as a Quasi-Municipal Corporation owned by the Parties and operating as a not-for-profit entity under the laws of the State of Maine, with the objective of providing emergency response and medical transportation services within the six founding towns and such others as may contract with CLC Ambulance for such services.
- 1.2. This Agreement replaces the By-Laws of CLC Ambulance effective January 2005.

Section 2. Definitions

- 2.1 When used in this Agreement or in Policies derived from authority granted herein, the following terms shall be defined as set out in M.R.S. Title 32, section 83 ‘Definitions’: ‘Advanced emergency medical person,’ ‘Advanced emergency medical treatment,’ ‘Ambulance,’ ‘Ambulance equipment,’ ‘Ambulance service,’ ‘Basic emergency medical services person,’ ‘Basic

emergency medical treatment,' 'Emergency medical services person,' 'Emergency medical treatment,' 'Non-emergency transporting medical service,' 'License,' 'Medical control physician,' 'Municipal officers,' 'Trauma,' and 'Trauma care system.'

- 2.2 'Budget' shall mean CLC Ambulance Service's projected revenues and expenditures for a specified period of time, as proposed by the Service Chief and agreed by the Board, and as may be amended or updated by the Board from time to time.
- 2.3 'Costs' shall mean all costs of operating and equipping the CLC Ambulance Service, to include, without limitation, salaries, wages, benefits, training, insurance, vehicles, equipment, supplies, materials, maintenance, fuel, communications, in-kind contributions and technical services.
- 2.4 'Emergency Medical Staff' shall mean employees of CLC Ambulance meeting the definition of Emergency Medical Persons set out in M.R.S. Title 32, section 85.
- 2.5 'Party' or 'Parties' shall mean the signatories to this Interlocal Agreement.
- 2.6 'Service chief' shall mean the executive head of the organization, a full-time manager hired by the Board with ultimate authority over and responsibility for the Emergency Medical Staff and other employees of CLC Ambulance Service, whether or not such employees are direct reports of the Service Chief.

Section 3. Governance and Administration

- 3.1 CLC Ambulance shall be governed by a Board of Directors comprised of one Director representing each of the parties, appointed by the Municipal Officers of each Party, to serve for such term as each Board of Selectmen may choose. Each Party may, at its discretion, appoint one or more Alternates to serve and vote in place of its representative Director in that Director's absence.
- 3.2 The Board of Directors shall normally meet bi-monthly, at such place and time as they may determine, with public notice of such meetings and an agenda published at least 72 hours in advance on the CLC Ambulance web

site. The presence of at least four out of six Directors shall constitute a quorum.

- 3.3 Members of the Board of Directors shall not personally be liable for monetary damages for any action taken, or not taken, as a Director, unless the Director has breached or failed to perform the duties of his or her office under Maine law. The Corporation shall indemnify any Director or Officer who is a party, or who is threatened with being made a party, to any legal proceeding whether civil, criminal, administrative or investigative, against expenses (including attorney's fees), judgments, fines or amounts paid in settlement. The Board may purchase Directors' and Officers' Insurance in furtherance of such indemnification.

3A: Powers and functions of the Board of Directors

- 3.4 The Board of Directors shall exercise all powers of the Corporation.
- 3.5 The Board of Directors shall have the sole authority to appoint the Service Chief of CLC Ambulance; to set the Service Chief's salary and benefits, review their performance, and require performance targets for the organization.
- 3.6 The Board of Directors shall commission an annual Audit of the Service's financials by a Certified Financial Accountant licensed to practice in the State of Maine, and submit the Audit Report to the Parties.
- 3.7 The Board of Directors shall set an annual Budget, at the recommendation of the Service Chief, and shall ensure that performance against that budget is reviewed not less than quarterly and reported to the Parties.
- 3.8 The Board of Directors shall determine the pay scales, benefits, and any other compensation or remuneration of all employees of CLC Ambulance Service. In the case of the Service Chief, annual compensation shall be based on performance against the Budget and any other performance goals or targets previously set by the Board.
- 3.9 The Board of Directors must approve any contract for the provision of services to and for municipalities or entities that are not Parties to this Agreement.

- 3.10 The Board of Directors shall set policies for establishing and for investing reserves for future major purchases, including but not limited to ambulances, and for maintenance of the Service's headquarters building and garage.
- 3.11 The Board of Directors shall set all personnel policies governing the hiring, promotion, on-duty behavior, discipline, and termination of employees, and a grievance procedure for employee complaints against their manager. These policies shall be distributed to all new employees upon hire, and annually to all employees, in a Personnel Policy Handbook which shall be periodically reviewed by the Board of Directors.
- 3.12 The Board of Directors shall serve as the final venue for appeals of employee grievances, under a process to be set out in the Personnel Policy Handbook.

3B. Powers and Functions of the Service Chief

- 3.13 The Service Chief shall be responsible to the Board of Directors for the efficient operation of CLC Ambulance Service, subject to the laws of Maine governing Emergency Medical Services. This responsibility includes operating to the annual Budget set by the Board, implementing personnel policies, and to such other direction as may be given by the Board. The Service Chief of CLC Ambulance shall attend all meetings of the board, unless excused by the President of the Board.
- 3.14 The Service Chief shall have sole authority over staffing levels, hiring, employee assignments and hours of work, and the Board of Directors' engagement in personnel matters will be limited to setting policies and to cases where an employee appeals to the Board to hear a grievance.
- 3.15 The Service Chief shall propose to the Board drafts of the annual Budget and the Personnel Policy Handbook and amendments. The Board may amend such drafts at their discretion, but once adopted by vote of the Board, the Service Chief has sole responsibility for their implementation.
- 3.16 The Service Chief shall be responsible for ensuring that all conditions required in CLC Ambulance Service's License from the Maine Emergency Medical Services Board are met, including without limitation the

appropriate training and certification of Emergency Medical Service Persons employed by the Service.

- 3.17 The Service Chief shall report to the Board any complaints, claims or litigation against the Service; any citations or recommendations from Maine Emergency Medical Services or any other licensing agency; and any foreseeable changes in laws or regulations affecting the Service.
- 3.18 The Service Chief shall approve the acquisition of supplies and equipment by purchase, lease, gift, bequest, grant or otherwise that are under the value or cost of \$10,000. For purchases or acquisitions that are of \$10,000 or greater, the Service Chief shall make recommendation to the Board which shall approve or withhold approval of such purchases. Such purchases over \$10,000 shall be by a competitive process of sealed bids from multiple qualified vendors unless such process is waived by the Board.
- 3.19 The Service Chief may recommend to the Board contracts with municipalities that are not Parties to this Agreement, including fees for services to be provided.
- 3.20 The Service Chief shall establish such operating practices, procedures and administrative rules as may be conducive to the efficient operation of the Service, which shall be in written form and readily available to be reviewed by staff and by Directors, provided, however, that any personnel policies as described in 3.8 above remain subject to approval by the Board.

Section 4. Finance

- 4.1 The Service shall operate on a fiscal year that is equal to the calendar year.
- 4.2 The Board shall annually determine which of their members shall serve as the Treasurer of CLC Ambulance Service for the forthcoming fiscal year.
- 4.3 The Board shall appoint a Bookkeeper who shall be responsible for receiving all funds paid to the Service, depositing them in a bank account in the name of the Service, and applying such funds to the Costs of the Service. The Treasurer or their designee shall provide oversight of the Bookkeeper and give a monthly report of the sources and uses of such funds to the Service Chief and to the Board.

- 4.4 Signature authority over the Service's bank accounts and checkbooks shall be held by the Treasurer and the Service Chief, and any additional officer(s) authorized by the Board of Directors.
- 4.4 A funding formula as referenced in Appendix A shall be approved from time to time by the Board. Such funds shall be raised from the Parties and applied to close the gap between forecast costs and revenues in the annual Budget approved by the Board. The Municipal Officers of each Party shall cause the funds apportioned to such Party to be placed on that Party's Town Meeting Warrant for appropriation and payment to the Service.
- 4.5 In the event that any Party declines to fund its share established by the funding formula, or appropriates a lesser sum than that required by the funding formula, that Party's voting rights on the Board shall be suspended until such time as the funds are approved, or until the Party is deemed to have withdrawn from this Agreement under Section 5.3 below.

Section 5. Adoption; Amendment; Dissolution

- 5.1 This Agreement shall be effective upon its adoption by a majority (4) of the six Parties. Adoption may be by a vote of the Municipal Officers or by a Town Meeting, depending on the practice of each Party.
- 5.2 Amendments to this Agreement shall require approval by the Municipal Officers of at least 4 of the 6 Parties to this Agreement. In the event that a proposed Amendment involves the addition of further Parties beyond the founding six municipalities, such an Amendment shall require the unanimous approval of all Parties.
- 5.3 Withdrawal from this Agreement. A Party may Withdraw from this Agreement by sending written notice from its Municipal Officers to the Board that they wish to Withdraw. A Party may also be Deemed to have Withdrawn by a finding of the Board if, within 120 days of the commencement of that Party's fiscal year, it has failed to appropriate the funds apportioned to that Party under the funding formula described in section 4.4 above.

- 5.4 If a Party shall Withdraw, or be Deemed to have Withdrawn from the Agreement, then a meeting shall be called within 30 days of the Municipal Officers of the remaining Parties to determine whether to continue or to disband the Service, and how either to fund continuing operations or to furnish interim provision of service during a period of orderly closure of operations.
- 5.5 In the event of a Party either Withdrawing or being Deemed to have Withdrawn, that Party (including its residents and visitors), shall no longer receive the Emergency Medical Services of CLC Ambulance Service. A former Party may contract for such services by negotiation, with the approval of the Municipal Officers of all remaining Parties.
- 5.6 In the event of disbanding the Service, the assets and liabilities of the Service shall be distributed to the Parties in proportion to their share of the funding formula described in section 4.4.

APPENDIX A

Formula for Municipal Funding of CLC Ambulance

The Service shall make every effort to maximize reimbursement for the costs of delivery of its Emergency Medical Services and Transportation Services from insurance companies, Medicare and Medicaid, medical service providers, and individual users; and from contracts with Towns that are not Parties to this Agreement.

Recognizing that there will be a shortfall between the costs incurred and the costs reimbursed, that expected annual shortfall shall be apportioned among the Parties to this Agreement as follows.

A Town's share of the total cost shortfall shall be determined by taking an average of three equally weighted factors:

- The percentage of the total call volume excluding non-emergency transports from the Parties to this Agreement, in the last full year prior to the calculation of the budgeted shortfall, that originated in the Town;
- The Town's percentage share of the combined tax valuation of the Parties to this Agreement, where such valuations are determined annually by Maine Revenue Services.
- The Town's percentage of total population as based upon the most recent census statistics.

Thus, for example, if a Town originated 8 percent of the calls from all Parties, and has a 12 percent share of tax valuation, and 16% of the populations, that Town shall be asked to pay 12% of the shortfall as its contribution to CLC Ambulance.

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

January 12, 2022

Town of Damariscotta
21 School St
Damariscotta, ME 04543

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

Greetings,

I have enclosed three copies of a proposed "Marine Law Enforcement Services" contract starting January 1, 2022. This contract renewal has no changes other than the necessary standard date changes

If you are interested in making changes to the enclosed contract please contact me directly so we can work out a time to discuss the changes. If you are satisfied with the current contract, please sign each copy of the contract, 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 is signed by all parties.

Thanks in advance for the opportunity to provide this service.

Sincerely,

A handwritten signature in black ink, appearing to be "Rand D. Maker", written over a white background.

Rand D. Maker
Chief Deputy

**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, 2022 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 2022.
- ◆ 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, 2022 and terminating December 31, 2022 unless this Agreement is earlier terminated as set forth in Section 10 hereof.

This contract is void for any Town on June 30, 2022 if the Town Warrant Articles submitted to voters and the June 2022 Town meeting, funding the contract through December 31, 2022 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, 2022 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:

