



Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
February 16, 2022
(Immediately following Special Town Meeting)
Great Salt Bay School

Join Zoom Meeting
<https://us02web.zoom.us/j/85874402380>

Meeting ID: 858 7440 2380
Passcode: B

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. February 2 Meeting
- IV. Financial Reports**
 - 1. Payroll Warrant
 - 2. Accounts Payable Warrant
- V. Presentations**
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 - 1. Spirit of America Tribute and Annual Report Recognitions
 - 2. Citizen Meeting with Don Gerrish - March 1
 - 3. Public Hearing on Ordinances on Annual Town Meeting Warrant
 - 4. February 8 Meeting with Broadband Committee
- VIII. Official Action Items**

1. Transfer Deed for Gilbert Gay, LLC (if approved at the Special Town Meeting)
2. Approval of Bank for Bond Financing (if approved at the Special Town Meeting)
3. Amended Agreement with Damariscotta Police Officer Union
4. Agreement with Boothbay Harbor for Planning Services
5. Lease of Information Bureau Property to Chamber of Commerce

IX. Selectmen's Discussion Items

X. Adjournment

Town Manager Notes

February 16, 2022 Board of Selectmen's Meeting

Town Manager items:

1. **Spirit of America Tribute and Annual Report Recognitions** – I am asking the Board to take a secret ballot straw vote on your selection of the recipients for the Annual Report Dedication and the Spirit of America Tribute Recipient.
2. **Citizen Meeting with Don Gerrish - March 1** - Don Gerrish will facilitate a meeting open to all citizens and business owners to obtain their views on desirable attributes of the new town manager. This will not be a Board of Selectmen's Meeting; however, Selectmen are welcome to attend. Participants may participate either in person or via Zoom.
3. **Public Hearing on Ordinances on Annual Town Meeting Warrant.** In anticipation that the Board will want to have a secret ballot election for the majority of the articles on the Annual Town Meeting Warrant, we will need to schedule public hearings on some of the articles earlier than usual. The Board has previously reviewed the proposed changes to the following ordinances:

Charter Amendments including designating the Historical Preservation Review Commission as a Standing Committee and change in TM expenditure authority

Formula Establishment Ordinance

Land Use Ordinance Amendments

Recission of Plastic Bag Ordinance (superseded by State Statute)

The Board also recently requested a change in the Town's Marijuana Ordinances The following changes are being proposed by Town staff:

- Prohibit more than one of the same type of license at the same establishment
- Prohibit a person (as defined) from applying for a license if that person, as owner, officer, member manager or partner, already holds the same type of license anywhere in the community
- Requires adult use and medical marijuana caregiver store to begin operation within 60 days and be fully operational within 120 days
- Requires other adult use and medical marijuana establishments to begin operation within 120 days and be fully operational within 1 year

- Prohibits an applicant whose license has been revoked from applying for any adult use (or medical marijuana use as applicable) license for 3 years.
- Clarifies that if a license is revoked, the licensee will forfeit the application fee and any other town fees associated with the application
- Clarifies which Departments have enforcement responsibilities.

I am recommending that this hearing be scheduled for March 16.

4. **February 8 Meeting with Broadband Committee-** Attached is the PowerPoint presentation and other handouts distributed to those who attended the February 8 meeting with the Broadband Committee members and members of the Damariscotta Board of Selectmen and the Newcastle Select Board.
5. **Direction on Town Charter Amendments-** Last August, the Board identified a number of changes that you would like to have made to the Town Charter. The Board discussed changing the Board's name from Board of Selectmen to a gender-neutral name such as Select Board (currently the title in the State Statutes). I am asking the Board to provide your direction on this so that I can finalize the draft Charter amendments in time for a March 16 public hearing. The survey data that I previously provided to the Board is attached.

Official Action Items:

1. **Transfer Deed for Gilbert Gay, LLC (if approved at the Special Town Meeting)**
Recommended Action: Approve the deed transferring a 179 square foot parcel adjacent to the Town's public restroom to Gilbert Gay, LLC in exchange for a similar size strip of land adjacent to the Town's parking spaces along Taco Alley.
Recommended Action: Approve the attached transfer deed with Gilbert Gay, LLC in return for the transfer of a like size parcel from this owner of this property.
2. **Approval of Bank for Bond Financing (if approved at the Special Town Meeting)**
I previously incorrectly reported that Town had received only one proposal from local banks. In fact, three proposals were received by the February 1 deadline.
The Board previously agreed to limit the recipients of the Request for Proposals to the five banks that have offices in Damariscotta. This is why the recommended action includes the request to waive Charter bid guidelines.
As the Board will see from the attached proposals, the interest rate quotes from the three banks are very close. I will be reviewing them with the Town's bond counsel on Monday and will have a recommendation for you prior to Wednesday's meeting.
Recommended Action: Waive Charter bid guidelines and approve a proposal for the Town's \$2,255,000 bond issue.
3. **Amended Agreement with Damariscotta Police Officer Union –** At your February 6 executive session the Board reviewed a request from the Police Officer Collective Bargaining Unit to amend the existing FY22-FY24 contract to increase all union employees' hourly wages by \$3 (approximately \$6,240 per employee per year). Although officers' wages were increased by roughly the same amount in the July 1, 2021 contract, there is concern that officers' wages in

Damariscotta will not be keeping up with increases being proposed in other Lincoln County police departments and the County Sheriff's Department.

Action directed by Board in Executive Session: Approve the amended FY21- FY24 contract with the Damariscotta Police Association to provide an additional \$3 per hour for union employees.

4. **Agreement with Boothbay Harbor for Planning Services-** The Board and the Boothbay Harbor Select Board previously directed the respective staffs to prepare an agreement for a shared full-time planner to be employed by both Towns. The hiring of a new planner coincides with Bob Faunce's retirement this year and Boothbay Harbor's decision to add this position. The Boothbay Town Manager, Bob Faunce and I drafted the attached document which incorporates edits by the Town's legal counsel. The attached job description and job announcement provide additional details about the position. The Boothbay Harbor Board of Selectmen will consider formal action on the agreement at their February 14 meeting.

Recommended Action: Approve an agreement with the Town of Boothbay for sharing the services of a full-time planner.

5. **Lease of Information Bureau Property to Chamber of Commerce -** The Board is very familiar with the history of the parcel that is the subject of the attached lease. With the notice the Governor has signed the deed transferring the ownership of this parcel to the Town. The Town can go forward with leasing the property to the Chamber of Commerce. Attached is an earlier version of the lease prepared by Jim Gallagher. This was reviewed with the Board in November. Jim will be changing the dates so that I can have the document in final form for the Selectmen to sign on Wednesday.

Recommended Action: Approve the attached long-term lease of a .1 acre of property to the Damariscotta Region Chamber of Commerce.

Notice of Public Meeting on Damariscotta Town Manager Search

The Damariscotta Board of Selectmen is inviting citizens, businesses and organizations to a public meeting to be held on March 1, 2022 at 5:30pm in the meeting room at Town Hall. Citizens and business owners can also participate in the meeting via Zoom using the following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/81406780389>

Meeting ID: 814 0678 0389

Passcode: TM

The purpose of the meeting is to gather information regarding what the community believes are the major issues and challenges facing Damariscotta in the next 5 years and to express what the qualities, education, background and experience the new Town Manager should possess to manage the Town and to meet the issues and challenges facing Damariscotta.

Don Gerrish from Eaton Peabody Consulting Group will facilitate this meeting. Mr. Gerrish will also present an overview of the process the Board of Selectmen will follow in selecting the new Manager.

The Board of Selectmen encourages attendance at this meeting for all who would like to express their opinions on this important community process. If you are unable to attend you can email your thoughts to dgerrish@eatonpeabody.com.



100% FTTH Plan – Presentation 2.8.22

O.P.E.N.[™]
fiber network

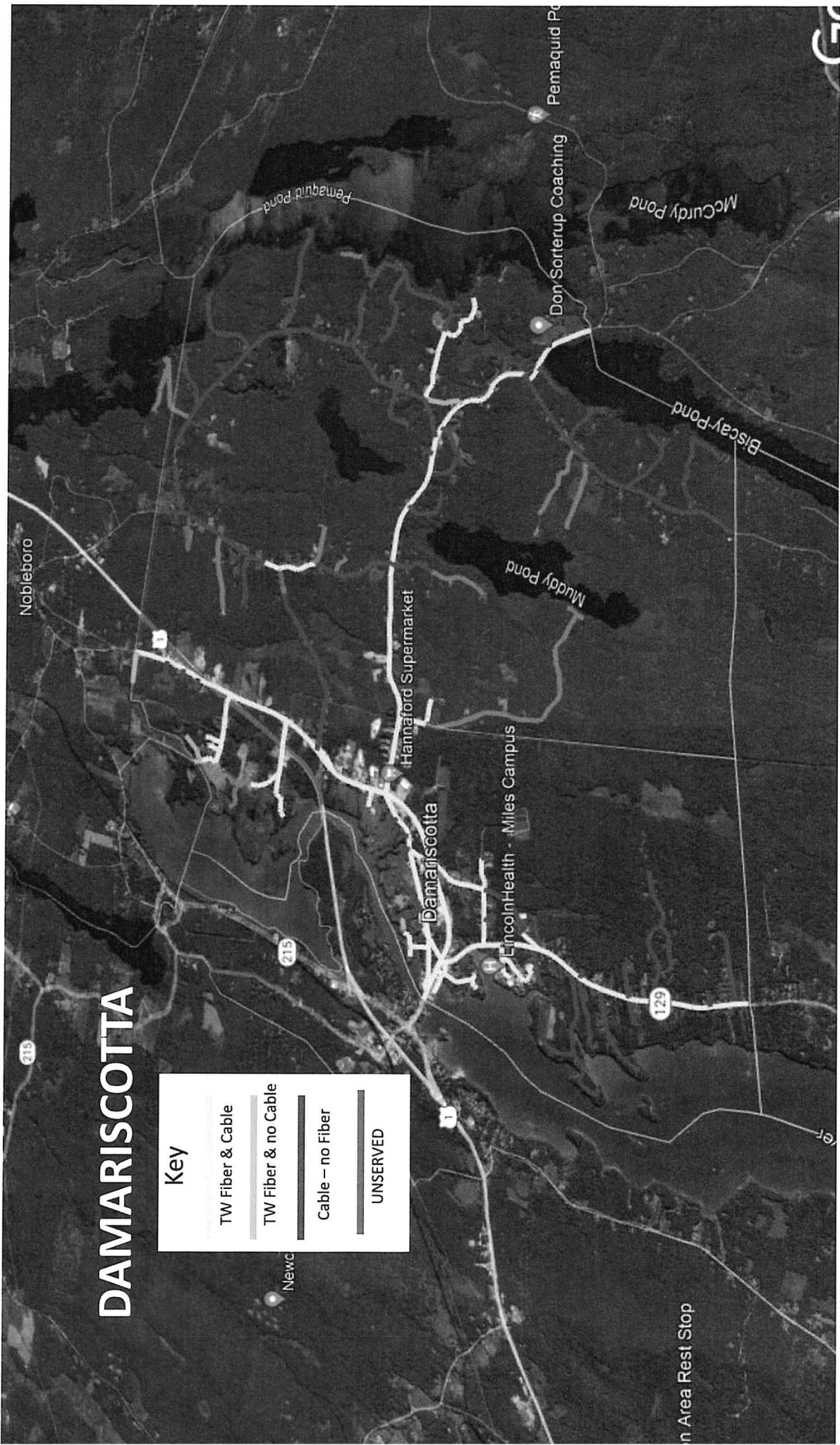
RFI – OBJECTIVES:

- 100% Fiber to the Home (FTTH) project
- 10 Gig GPON and Active E Fiber Optic Network
- Minimum build standard:
 - 100 x100 Mbps minimum service level at each location
 - with 1 Gig capacity to subscribers throughout entire network
- Phase 1 - Priority - UNSERVED areas
 - 103 unserved addresses Damariscotta
 - 99 unserved addresses Newcastle
 - Apply for ConnectME Grant for UNSERVED – Spring 2022
- Phase 2 – develop funding & business model strategies with the Towns for TW to build out the remaining FTTH network to all UNDER-SERVED areas (“cable overbuild”)

DAMARISCOTTA

Key

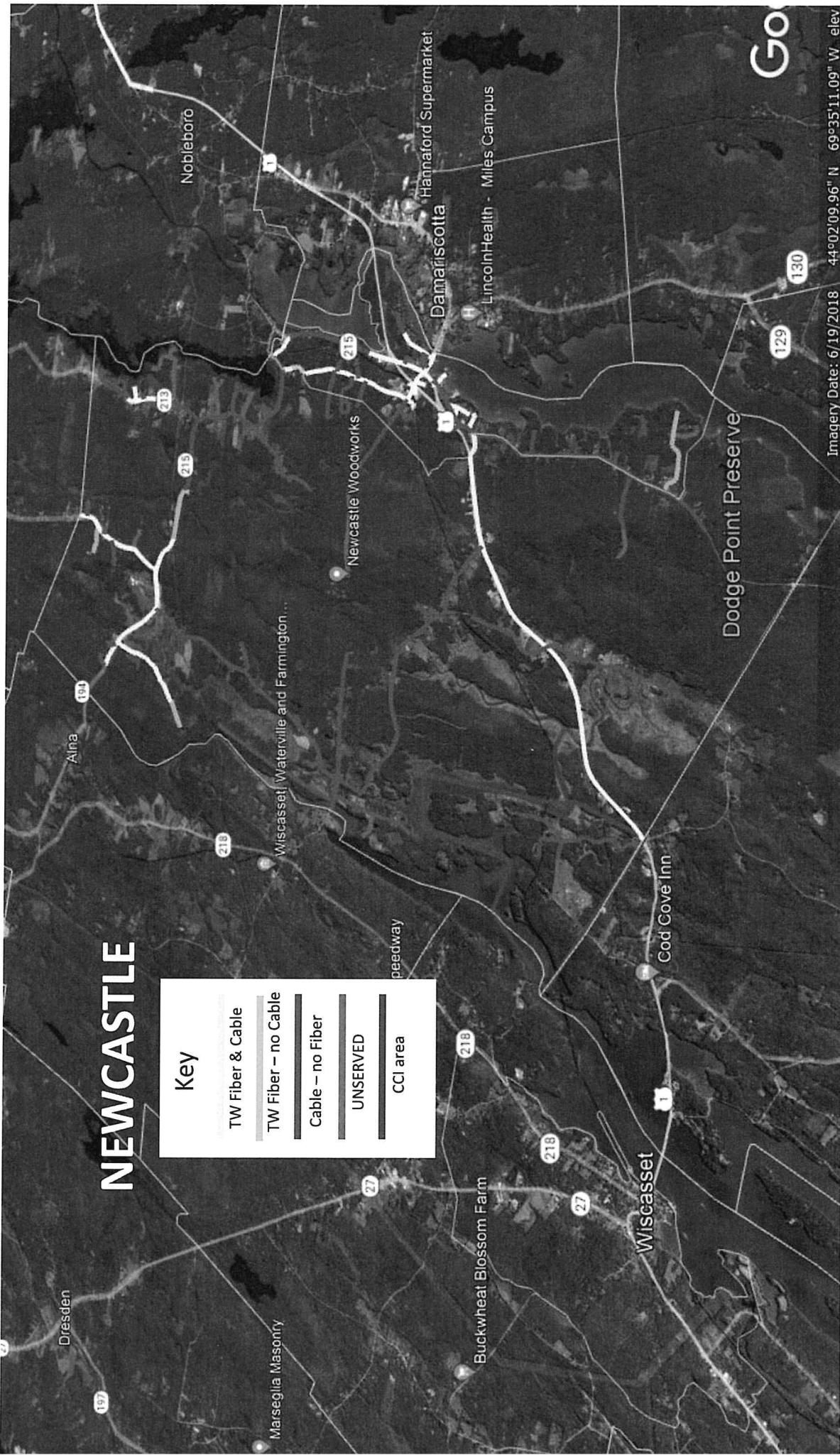
- TW Fiber & Cable
- TW Fiber & no Cable
- Cable - no Fiber
- UNSERVED



NEWCASTLE

Key

- TW Fiber & Cable
- TW Fiber – no Cable
- Cable – no Fiber
- UNSERVED
- CCI area



Imagery Date: 6/19/2018 44°02'09.96" N 69°35'11.09" W elev

Damariscotta Analysis									
Map Color Key	Existing Tidewater FTTH & Cable TV	Existing Tidewater FTTH & FTTH & uncabled	Existing Spectrum Cable TV & no FTTH within CCI territory	TOWN DATA Unserved territory	Unserved within CCI territory	Total	New Fiber Build miles		
Miles	16.30	0.70	20.80	4.80		42.60	25.60		
Potential Subscriber Locations	938	9	580	103	0	1,630			
Potential Subscriber Locations per Mile	58	13	28	15		38			
Existing Subscribers	132								
Existing Market Share	0%	0%	0%	0%			0.00		
Target Market Share	50%	80%	40%	80%	80%	49%			
Target Subscriber Quantity	469	7	232	82	0	791			
Over-Lash only Construction per Mile	\$20,000		\$416,000			\$512,000			
Strand & Over-Lash Construction per Mile	\$25,000				\$0	\$0			
Poles per Mile	33				0	0			
Make-Ready per Pole	\$400				\$0	\$0			
Drop/ONT/CO Optical-Electronics per Subscriber	\$1,500		\$348,000			\$471,600			
Additional CO Cost	33%		\$252,120			\$324,588			
SUB TOTAL			\$1,016,120		\$292,068	\$1,308,188			
Admin/Legal	2%		\$20,322		\$5,841	\$26,164			
Project inspection fees	2%		\$20,322		\$5,841	\$26,164			
Engineering fees	10%		\$101,612		\$29,207	\$130,819			
Contingencies	5%		\$50,806		\$14,603	\$65,409			
Total CAPEX		\$0	\$1,209,183		\$347,561	\$1,556,744			
CAPEX per Potential Subscriber			\$2,085		\$3,374	\$2,279			

NOT A FORMAL BID --- ROUGH HIGH-LEVEL ESTIMATES - ONLY FOR INTERNAL PLANNING PURPOSES - NOT A PUBLIC DOCUMENT

Newcastle Analysis - 100% FTTH									
Map Color Key	Existing Tidewater FTTH & Cable TV	Existing Tidewater FTTH & uncabled	Existing Spectrum Cable TV & no FTTH within CCI territory	TOWN DATA Unserved	Unserved within CCI territory	Total	New Fiber Build miles		
Miles	13.60	2.00	29.90	4.10	0.31	52.11	36.51		
Potential Subscriber Locations	374	31	691	97	2	1,233			
Potential Subscriber Locations per Mile	28	16	23	18	7	24			
Existing Subscribers	97					0.00			
Existing Market Share	0%	0%	0%	0%					
Target Market Share	50%	80%	40%	80%	80%	47%			
Target Subscriber Quantity	187	25	276	78	2	583			
Over-Lash only Construction per Mile	\$20,000		\$598,000	\$82,000		\$680,000			
Strand & Over-Lash Construction per Mile	\$25,000		\$55,000	\$7,750		\$62,750			
Poles per Mile	33		73	10					
Make-Ready per Pole	\$400		\$29,040	\$4,092		\$33,132			
Drop/ONT/CO Optical-Electronics per Subscriber	\$1,500		\$414,600	\$116,400		\$556,404			
Additional CO Cost	33%		\$334,158	\$65,472		\$439,682			
SUB TOTAL			\$1,346,758	\$263,872		\$1,772,051			
Admin/Legal	2%		\$26,935	\$5,277		\$35,441			
Project inspection fees	2%		\$26,935	\$5,277		\$35,441			
Engineering fees	10%		\$134,676	\$26,387		\$177,205			
Contingencies	5%		\$67,338	\$13,194		\$88,603			
Total CAPEX		\$0	\$1,602,642	\$314,008	\$22,880	\$2,108,740			
CAPEX per Potential Subscriber			\$2,319	\$3,237	\$10,544	\$2,546			

NOT A FORMAL BID -- ROUGH HIGH-LEVEL ESTIMATES - ONLY FOR INTERNAL PLANNING PURPOSES - NOT A PUBLIC DOCUMENT

SUMMARY

Damariscotta			
Fully SERVED (100 x 100 Mbps min.) FIBER Available	Served (50 x 100 Mbps min) Cable Only (no fiber)	Unserved No fiber No Cable	
947 addresses 17 miles	580 addresses 20.8 miles	103 addresses 4.8 miles	
Cost to reach 100% FTTH	\$1,209,183	\$347,561	Total 100% FTTH \$1,556,744
Cost per address	\$2,085	\$3,374	

Newcastle			
Fully SERVED (100 x 100 Mbps min.) FIBER Available	Served (least 50 x 100 Mbps min) Cable Only (no fiber)	Unserved No fiber No Cable	
405 addresses 15.6 miles	729 addresses 32.1 miles	99 addresses 4.41 miles	
Cost to reach 100% FTTH	\$1,771,853	\$336,888	Total 100% FTTH \$2,108,741
Cost per address	\$2,431	\$3,403	

CONNECTME Definitions:

UNSERVED:

Less than 50 x 10 Mbps

SERVED:

At least 50 x 10 Mbps

Fully SERVED:

Greater than 50 x 10, with a minimum 100 x 100 Mbps available at each location

UNDERSERVED:

Greater than 50 x 10, but less than 100 x 100 Mbps Minimum at each location

Damariscotta

100% FFTH cost: \$1,556,744

ConnectME Grant - possible eligible addresses																			
UNSERVED < 50 x 10 Mbps	locations	Cost per location	Cost																
	103	\$3,374	\$347,561																
UNDER Served > 50 x 10 but < 100 x 100 Mbps		Cost per location after town \$ & TW \$	CME grant																
	??	-\$1,350	Town \$ 40% TW \$ 30.0% TW \$ 30.0%																
<table border="1"> <tr> <td colspan="4">Remaining CAPEX required for 100% FFTH -- MULTI-YR Build Out</td> </tr> <tr> <td></td> <td>Town %</td> <td>50%</td> <td>\$604,591</td> </tr> <tr> <td></td> <td>Tidewater</td> <td>50%</td> <td>\$604,591</td> </tr> <tr> <td colspan="3">Total Remaining CAPEX</td> <td>\$1,209,183</td> </tr> </table>				Remaining CAPEX required for 100% FFTH -- MULTI-YR Build Out					Town %	50%	\$604,591		Tidewater	50%	\$604,591	Total Remaining CAPEX			\$1,209,183
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Phase 1
ConnectME
Grant
Spring 2022

PHASE 2
Cable
Overbuild Planning
with Towns

ConnectME
Grant for just
UNSERVED
addresses

Newcastle

100% FFTH cost: \$2,108,741

ConnectME Grant - possible eligible addresses																			
UNSERVED < 50 x 10 Mbps	locations	Cost per location	Cost																
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Phase 1
ConnectME
Grant
Spring 2022

PHASE 2
Cable
Overbuild Plannin
with Towns

NOT A FORMAL BID -- ROUGH HIGH-LEVEL ESTIMATES - ONLY FOR INTERNAL PLANNING PURPOSES - NOT A PUBLIC DOCUMENT



NEXT STEPS

O.P.E.N.
fiber network

Phase 1 – ConnectME (CME) grant application – Spring 2022

- Both Select Bds vote to pursue CME grant with Tidewater.
 - Towns and TW each provide 50% of grant match funding.
- Tidewater will take lead on compiling & submitting CME grant app.
 - with support from Towns as needed (data collection, supporting docs, letters of commitment, etc.).
- *CME Grant app due – March 20, 2022.*

Phase 2 – Planning for multi-yr. “cable overbuild” for 100% FTTH

- April – June 2022 – TW & Towns work together to refine the “cable overbuild” plan.
 - Including identifying potential funding sources that can reduce the capital commitments on the Towns and TW.
- July – Sept 2022 – Develop MOU and “draft” contract for TW & the Towns.
- Fall 2022 – Towns begin necessary steps to secure funding needed for Phase 2.
 - Secure Sel. Bd & Town Budgetary approval; hold Town votes as needed.
 - Sign Phase 2 contract with Tidewater.
 - Apply for state/federal grants as available & other capital sources as needed & approved (Municipal Bonds, etc.)

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 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

Town of Damariscotta

Compounding Period: Exact Days

Nominal Annual Rate: 3.350%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/31/2022	2,255,000.00	1		
2	Payment	03/31/2023	Fixed Principal	15	Annual	03/31/2037
		Principal payment amount	150,333.33			

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/31/2022				2,255,000.00
2022 Totals		0.00	0.00	0.00	
1	03/31/2023	226,925.03	76,591.70	150,333.33	2,104,666.67
2023 Totals		226,925.03	76,591.70	150,333.33	
2	03/31/2024	222,014.77	71,681.44	150,333.33	1,954,333.34
2024 Totals		222,014.77	71,681.44	150,333.33	
3	03/31/2025	216,712.80	66,379.47	150,333.33	1,804,000.01
2025 Totals		216,712.80	66,379.47	150,333.33	
4	03/31/2026	211,606.69	61,273.36	150,333.33	1,653,666.68
2026 Totals		211,606.69	61,273.36	150,333.33	
5	03/31/2027	206,500.58	56,167.25	150,333.33	1,503,333.35
2027 Totals		206,500.58	56,167.25	150,333.33	
6	03/31/2028	201,534.36	51,201.03	150,333.33	1,353,000.02
2028 Totals		201,534.36	51,201.03	150,333.33	
7	03/31/2029	196,288.35	45,955.02	150,333.33	1,202,666.69
2029 Totals		196,288.35	45,955.02	150,333.33	
8	03/31/2030	191,182.24	40,848.91	150,333.33	1,052,333.36
2030 Totals		191,182.24	40,848.91	150,333.33	
9	03/31/2031	186,076.12	35,742.79	150,333.33	902,000.03
2031 Totals		186,076.12	35,742.79	150,333.33	

Town of Damariscotta

	Date	Payment	Interest	Principal	Balance
10	03/31/2032	181,053.95	30,720.62	150,333.33	751,666.70
2032 Totals		181,053.95	30,720.62	150,333.33	
11	03/31/2033	175,863.90	25,530.57	150,333.33	601,333.37
2033 Totals		175,863.90	25,530.57	150,333.33	
12	03/31/2034	170,757.78	20,424.45	150,333.33	451,000.04
2034 Totals		170,757.78	20,424.45	150,333.33	
13	03/31/2035	165,651.67	15,318.34	150,333.33	300,666.71
2035 Totals		165,651.67	15,318.34	150,333.33	
14	03/31/2036	160,573.54	10,240.21	150,333.33	150,333.38
2036 Totals		160,573.54	10,240.21	150,333.33	
15	03/31/2037	155,439.45	5,106.07	150,333.38	0.00
2037 Totals		155,439.45	5,106.07	150,333.38	
Grand Totals		2,868,181.23	613,181.23	2,255,000.00	

Last interest amount decreased by 0.05 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
3.399%	\$613,181.23	\$2,255,000.00	\$2,868,181.23



102 Main Street
P.O. Box 258
Bar Harbor, ME 04609
Phone: 207.288.3341 Ext: 2469
Fax: 207.288.2451
Email: tony.mckim@thefirst.com

January 25, 2022

Town of Damariscotta
Attn: Matthew Lutkus, Town Manager
21 School Street
Damariscotta ME 04543

Dear Mr. Lutkus:

Thank you for the opportunity to provide this commitment letter to finance a general obligation bond in the amount of \$2,255,000 to fund the cost for road and sidewalk improvement projects. The Note is offered subject to the following conditions:

1. **Issue DATE:** On or about March 31, 2022.
2. **MATURITY:** Equal principal payments plus accrued interest will be paid annually over a fifteen-year term.
3. **INTEREST RATE:** The rate of interest will be fixed for the repayment term at **3.35%** based upon a 360-day year with funds to be disbursed the day of the note.
4. **DENOMINATION:** There will be one (1) Note issued in the denomination of Two Million Two Hundred Fifty-Five Thousand Dollars (\$2,255,000.00).
5. **FEES AND OTHER CHARGES:** Waived.
6. **PREPAYMENT PROVISION:** The Note may be repaid at any time after March 31, 2022, without penalty.
7. **LEGAL OPINION:** This commitment is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Town. The opinion must include a statement that the Bond represents a valid and binding obligation of the issuer and further that the Bond is a "qualified tax-exempt obligation."

Bangor · Bar Harbor · Belfast · Blue Hill · Boothbay Harbor · Calais · Camden · Damariscotta · Eastport
Ellsworth · Northeast Harbor · Rockland · Rockport · Southwest Harbor · Waldoboro · Wiscasset

800.564.3195 | thefirst.com | Member FDIC |

8. CONFIRMATIONS: The Town must confirm in writing that:
- a) The anticipated total tax-exempt borrowings for 2022 will not exceed \$10,000,000; and
 - b) The Town will comply with all aspects of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.
9. SUBMISSION OF FINANCIAL STATEMENTS: The Town will provide the Bank with year-end audited financial statements within one hundred fifty (150) days of the Town's fiscal year-end. Such statements are to be prepared by an independent certified public accountant.

This commitment shall expire if it is not accepted in writing by a qualified officer of the Borrower by 5:00 P.M. on February 8, 2022. Five (5) business days shall be required to prepare for a closing. Should you require any further information, please feel free to contact me as listed above. Again, thank you for allowing **First National Bank** to participate in this bid.

Very Truly Yours,



Tony C. McKim,
President & Chief Executive Officer

AGREED TO ON BEHALF OF TOWN OF DAMARISCOTTA

Date: _____

By: _____

Print Name: _____

Its: _____



Benj. F. Puckard

Bath Savings Institution

Since 1852

January 25, 2022

Mr. Matt Lutkus
Town Manager
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

RE: General Obligation Road and Sidewalk Improvements

Dear Mr. Lutkus:

Bath Savings is pleased to submit the following bid for the Town of Damariscotta's request for financing of the road and sidewalk improvement project.

Amount	Up to \$2,255,000	
Closing Date	As determined by the Town	On or around March 31, 2022
Maturity	15 years from origination	
Payments	Equal Principal reductions plus interest to fully repay the loan over 15 years	See Attached Amortization Table
Interest Rate	3.39% - Tax Exempt basis	365 day basis
Loan Documentation	Provided by the Bond Council as engaged by the Town of Damariscotta.	Including unqualified legal opinion stating that the interest on the Bond is tax exempt.
Fees	Origination Fee: None Prepayment Penalty: None Late Fee: 5% of any payment amount that is 10 or more days past due.	

Thank you for the opportunity to bid on the Town of Damariscotta's financing request. Please feel free to call me if you have any questions regarding the contents of this proposal. I also request a summary of the bid results be shared once completed. My email address is jwagner@bathsavings.com.

Sincerely,

Julie Wagoner
SVP – Community Development and Commercial Lending

While we make no representation regarding the accuracy of calculations within the amortization schedules, standard financial calculations based on a 365 day year would typically yield the attached results. As with any amortization schedule, it does not accommodate any other alterations in the actual payments made (like early or late payments) or interest rate changes. The amortization schedule is an estimate and may vary from the actual breakdown once a payment is made due to billing dates.

This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Town of Damariscotta

Rate Period : Exact Days

Nominal Annual Rate : 3.390 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/31/2022	2,255,000.00	1		
2 Payment	03/31/2023	150,333.33	15	Annual	03/31/2037
Fixed Principal (+Int.)					

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest	Principal	Balance
Loan 03/31/2022				2,255,000.00
2022 Totals	0.00	0.00	0.00	
1 03/31/2023	226,777.83	76,444.50	150,333.33	2,104,666.67
2023 Totals	226,777.83	76,444.50	150,333.33	
2 03/31/2024	221,877.00	71,543.67	150,333.33	1,954,333.34
2024 Totals	221,877.00	71,543.67	150,333.33	
3 03/31/2025	216,585.23	66,251.90	150,333.33	1,804,000.01
2025 Totals	216,585.23	66,251.90	150,333.33	
4 03/31/2026	211,488.93	61,155.60	150,333.33	1,653,666.68
2026 Totals	211,488.93	61,155.60	150,333.33	
5 03/31/2027	206,392.63	56,059.30	150,333.33	1,503,333.35
2027 Totals	206,392.63	56,059.30	150,333.33	
6 03/31/2028	201,435.96	51,102.63	150,333.33	1,353,000.02
2028 Totals	201,435.96	51,102.63	150,333.33	
7 03/31/2029	196,200.03	45,866.70	150,333.33	1,202,666.69
2029 Totals	196,200.03	45,866.70	150,333.33	

Town of Damariscotta

Date	Payment	Interest	Principal	Balance
8 03/31/2030	191,103.73	40,770.40	150,333.33	1,052,333.36
2030 Totals	191,103.73	40,770.40	150,333.33	
9 03/31/2031	186,007.43	35,674.10	150,333.33	902,000.03
2031 Totals	186,007.43	35,674.10	150,333.33	
10 03/31/2032	180,994.91	30,661.58	150,333.33	751,666.70
2032 Totals	180,994.91	30,661.58	150,333.33	
11 03/31/2033	175,814.83	25,481.50	150,333.33	601,333.37
2033 Totals	175,814.83	25,481.50	150,333.33	
12 03/31/2034	170,718.53	20,385.20	150,333.33	451,000.04
2034 Totals	170,718.53	20,385.20	150,333.33	
13 03/31/2035	165,622.23	15,288.90	150,333.33	300,666.71
2035 Totals	165,622.23	15,288.90	150,333.33	
14 03/31/2036	160,553.86	10,220.53	150,333.33	150,333.38
2036 Totals	160,553.86	10,220.53	150,333.33	
15 03/31/2037	155,429.63	5,096.25	150,333.38	0.00
2037 Totals	155,429.63	5,096.25	150,333.38	
Grand Totals	2,867,002.76	612,002.76	2,255,000.00	

Town of Damariscotta

Last interest amount decreased by 0.05 due to rounding.



Camden NATIONAL BANK

January 31, 2022

Matthew Lutkus, Town Manager
Town of Damariscotta
21 School Street
Damariscotta, Maine 04543

Ref: Bid for General Obligation Bond

Dear Mr. Lutkus;

I wish to thank you for the opportunity to provide you with this bid for a General Obligation Bond to fund the cost of road and sidewalk improvement projects.

- 1) AMOUNT: Two Million Two Hundred Fifty Five Thousand and 00/100 US Dollars (\$2,255,000).
- 2) ISSUER: Town of Damariscotta.
- 3) ISSUE DATE: The Bond will be issued on or before March 31, 2022.
- 4) DENOMINATION OF NOTE: One Note in the amount of Two Million Two Hundred Fifty Five Thousand and 00/100 US Dollars (\$2,255,000) will be issued.
- 5) COLLATERAL: Unsecured.
- 6) LOAN TERM: The term of the loan shall be 180 months from closing.
- 7) INTEREST RATE: The loan shall bear interest at a fixed rate of three and fifty three hundredths percent (3.53%) for the term of the loan.
- 8) REPAYMENT TERMS: Principal and interest payments shall be due annually, beginning 1-year from the date of closing as follows; principal shall be billed in equal installments of One Hundred Fifty Thousand Thirty Three and 00/100 US Dollars (\$150,033), and interest shall be calculated on the outstanding principal balance of the Bond.



- 9) PREPAYMENT PROVISION: The Bond may be prepaid at any time without penalty.
- 10) LEGAL OPINION: Town of Damariscotta shall provide to Bank a legal opinion from Bernstein, Shur, Sawyer & Nelson, the cost of which will be borne by the Town of Damariscotta. The opinion must include a statement that the note represents a valid and binding obligation of the Issuer. The Issuer's counsel will be responsible for preparing the required loan documents.
- 11) SUBMISSION OF FINANCIAL STATEMENTS: Town of Damariscotta will provide the Bank with year-end audited financials within one hundred eighty (180) days of the Town's fiscal year-end. Such statements are to be prepared by an independent certified public accountant.

This bid is subject to such other matters or items as Bank or its counsel may reasonably require.

Should you have any questions regarding this bid or require additional information, please contact me at 593-7229 by email at CPlace@camdennational.com. Thank you for considering Camden National Bank for the Town of Damariscotta's financial needs.

Sincerely,

Chad Place

Chad Place
Vice President
Commercial Banking Officer

Date	Pa	Interest	Principal	Total Payment	Balance
ORIGINAL BAL		\$0.00	\$0.00	\$0.00	\$2,255,000.00
02/01/23	1	\$80,707.08	\$150,033.00	\$230,740.08	\$2,104,967.00
02/01/24	2	\$75,337.35	\$150,033.00	\$225,370.35	\$1,954,934.00
02/01/25	3	\$70,159.32	\$150,033.00	\$220,192.32	\$1,804,901.00
02/01/26	4	\$64,597.91	\$150,033.00	\$214,630.91	\$1,654,868.00
02/01/27	5	\$59,228.19	\$150,033.00	\$209,261.19	\$1,504,835.00
02/01/28	6	\$53,858.46	\$150,033.00	\$203,891.46	\$1,354,802.00
02/01/29	7	\$48,621.59	\$150,033.00	\$198,654.59	\$1,204,769.00
02/01/30	8	\$43,119.02	\$150,033.00	\$193,152.02	\$1,054,736.00
02/01/31	9	\$37,749.29	\$150,033.00	\$187,782.29	\$904,703.00
02/01/32	10	\$32,379.57	\$150,033.00	\$182,412.57	\$754,670.00
02/01/33	11	\$27,083.85	\$150,033.00	\$177,116.85	\$604,637.00
02/01/34	12	\$21,640.13	\$150,033.00	\$171,673.13	\$454,604.00
02/01/35	13	\$16,270.40	\$150,033.00	\$166,303.40	\$304,571.00
02/01/36	14	\$10,900.68	\$150,033.00	\$160,933.68	\$154,538.00
02/01/37	15	\$5,546.11	\$154,538.00	\$160,084.11	\$0.00
CALENDAR 2037		\$647,198.95	\$2,255,000.00	\$2,902,198.95	\$0.00
GRAND TOTALS		\$647,198.95	\$2,255,000.00	\$2,902,198.95	\$0.00

Collective Bargaining Agreement

Between

Town Of Damariscotta, Maine

And

Damariscotta Police Association

Affiliated with the

Maine Association of Police

For the time period of

July 1, ~~2021~~ 2022 through June 30, 2024

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and as amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law", this Agreement is made and entered into by and between the Town of Damariscotta, Maine, (hereinafter referred to as "Town") and the Damariscotta Police Association. (Hereinafter referred to as "the Association") This agreement shall automatically terminate if, as a result of an amendment to the Town Charter, the Town no longer has a Police Department.

In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operation, the Town and the Association herein bind themselves in mutual agreement as follows:

ARTICLE 1 - RECOGNITION AND NONDISCRIMINATION

The Town hereby recognizes that the Association is the sole and exclusive bargaining representative of all Patrol Officers and Sergeants in the Damariscotta Police Department for the purposes of bargaining for hours of work, wages, working conditions, and all other terms and conditions of employment. The Police Chief, Reserve Officers and Administrative Assistant herewith excluded from this contract.

Section 1

The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Association to:

- a) Extend to all patrol officers of the Department, whether they are members of the Association or not, the benefits of any contract arrived at through the process of collective bargaining.
- b) Practice non-discrimination against non-Association employees, and
- c) Process upon request of a non-Association employee any grievance presented by such non-Association employee upon payment of appropriate fee, but such employee may take up his own grievance with the Town provided the Association is notified and is allowed to be present to protect their rights under said contract.
- d) Practice no discrimination, interference, restraint coercion, nor fail to fulfill obligations as bargaining agent toward any supervisory employee whom it represents as a result of his enforcement of the provisions of this Agreement.

Section 2

The Town and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age (between the ages of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age (between the ages of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 2 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The Town retains all rights and authority to manage and direct its employees, and Department operations except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees through the Town's Personnel Policies and Rules, Town Resolution, the Department's Standard Operating Procedures and other means when these are not specifically inconsistent with the provisions of this Agreement.

ARTICLE 3 - PROBATION PERIOD

All new employees shall serve a probation period of one (1) year. The probation period shall begin on the day of graduation from the Maine Criminal Justice Academy (MCJA); or, upon waiver and certification by the MCJA; or, if Maine certified, one year from date of hire. Employees shall have seniority rights during this period subject to all other clauses of this Agreement. All employees who have worked said probationary period shall be known as regular employees and effective as of the date of this contract, the probationary period shall be considered part of the seniority time, providing however, the Town shall have the right to terminate the employment of such new employees during the probationary period, which employees shall be "at will," without meeting the "just cause" standards.

ARTICLE 4 - HOURS AND OVERTIME

The regular work cycle for employees covered by this Agreement shall be eighty (80) hours composed of eighty hour hours in a fourteen day work cycle.

It is understood that the nature of the police officer positions requires a varied work schedule. Although the position's regular hours will often coincide with Departmental shifts, the schedule may be varied as deemed necessary, according to the requirements of the position or as specified by the Police Chief.

All hours worked by regular employees in excess of their regularly scheduled work cycle shall be paid at a monetary rate of one and one-half (1 1/2) times the base hourly rate of pay except in the case of substitutions per Article 5.

Pay for the purpose of this Article, "hours worked" shall mean only hours "actually worked", shall NOT INCLUDE:

- Hours compensated for by earned leave;
- Hours compensated for by reserve service leave;
- Hours compensated for by call-back, court pay or special detail pay which are not actually worked;

Overtime shall be divided equally among all employees so far as possible and an overtime roster shall be maintained by the Police Chief.

Call-Back Pay - Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of three (3) hours pay at time and one-half (1 1/2) their base hourly rates of pay regardless of whether or not the employee has exceeded 80 hours within a

given pay period. This provision does not apply to scheduled overtime, scheduled department staff meetings, hold-over periods, or to outside special details.

Court Pay – Court Pay shall be provided to off-duty employees who attend court for Town business-related matters. Court Pay shall be at the minimum of three (3) hours pay at one and one-half (1 1/2) times the base hourly rate of pay for Court appearances- including multiple appearances on the same date. Court shall be construed to mean Court, quasi-judicial hearings, and administrative agency proceedings. Officers not on duty will receive a total of \$25 for Court standby pay. If they are actually called to court they will not receive standby pay.

Officers will not be allowed to work more than 16 consecutive hours and must have at least 8 hours off between shifts except in emergency situations as declared by the Police Chief.

ARTICLE 5 -RIGHT TO SUBSTITUTE

The right to substitute must be requested in writing in advance of the requested substitution unless the Police Chief grants a waiver of this notice. The substitution shall be permitted provided that permission is obtained from the Police Chief in advance of the proposed substitution date with the following qualification or conditions:

1. The substitution (trade time) is done voluntarily by the employees involved.
2. The reason for trade time is for a personal need or desire, not at the request of the Town.
3. The Town must maintain a record of substitutions (trade time)
4. The period during which time is substituted (traded) and paid back does not exceed twelve (12) months.
5. The substitution will not result in any overtime costs or any other increase in costs to the Town

ARTICLE 6 - SENIORITY AND PERSONNEL REDUCTION

Seniority shall be determined by length of continuous regular service from first date of hire. In case of lay-off or recall from lay-off, employees with the least seniority, by classification, shall be laid off first and recalled last. The Town agrees to furnish the Association with list of employees by seniority status within thirty (30) days after signing of this Agreement.

An employee shall not forfeit seniority during absence caused by illness or accident outside of the working hours. If an officer is laid off, he shall maintain seniority and recall rights for one (1) year from the date of layoff.

ARTICLE 7 - EARNED TIME

Earned Time is an alternative approach to the traditional manner of covering absence from work. Earned Time hours are used for vacation/personal leave, sick leave, interim disability and military leave. Paid holidays are in addition to Earned Time.

Accrual Rate

The exact number of Earned Time hours available to an employee each year will depend on base budgeted hours and years of service to the Town as determined by the employee's regular employment anniversary date. Earned Time does not accrue on overtime hours worked.

Schedule of Earned Time Calculations Years of Employment	Rate Earned Per Hour
Hire Date to 5	.0693
5 to 10	.0846
10 to 15	.1082
15 and Over	.1308

Usage

Earned Time hours may be used any time after being earned, including during the employee's probationary period. Earned Time hours will be used to cover any absence from the job for which an employee wishes to be paid with the exception of holidays. All planned absences must be mutually agreed upon by the employee and the Police Chief. A physician's statement may be required at any time to substantiate an absence due to illness. Exceptions may be made at the discretion of the Police Chief. Annual leave shall be arranged by the Police Chief in such a manner as to cause a minimum loss of service to the public. Due consideration will be given to an employee's seniority in regard to scheduling vacations.

The maximum accrual of Earned Time and all unused Earned Time is 240 hours. All unused Earned Time hours over 240 hours will be subtracted from the staff member's Earned Time balance prior to the balance being carried forward into the new fiscal year. If the officer did not have a reasonable opportunity to use excess hours he/she will be paid by the Town for these hours. The Town does, however, require that all employees take a minimum of 80 hours vacation time per year. Employees with less than six months of service are not eligible for vacation use of Earned Time and are exempt from minimum usage requirements.

Earned Time being used for vacations for the full year will be scheduled in the first quarter of the fiscal year on the basis of seniority upon approval by the Police Chief. Subsequent to the first quarter, scheduling of vacation time will be at the Chief's discretion taking into account the scheduling needs of the Department and the need to minimize overtime costs.

Separation of Employment

Upon separation of employment with the Town. The Town shall only pay up to a maximum of 120 hours of any unused Earned Time in which the employee has accrued.

ARTICLE 8 - HOLIDAYS

The following holidays shall be holidays for all employees covered by this Agreement:

- | | |
|------------------------|------------------------|
| New Year's Day | President's Day |
| Martin Luther King Day | Patriot's Day |
| Memorial Day | Veteran's Day |
| Independence Day | Thanksgiving Day |
| Labor Day | Day after Thanksgiving |
| Columbus Day | Christmas Day |

[a] Employees shall receive ten (10) floating holidays on July 1st of each fiscal year in lieu of holiday pay. Employees who join or leave the bargaining unit during the fiscal year shall receive credit for floating holidays on a pro rata basis of 6.67 hours for each month of service. In the event that an employee leaves the bargaining unit during the fiscal year, the value of holidays advanced but not yet earned shall be deducted from the employee's last paycheck based on the prorated value of 6.67 hours per month. Floating holidays can be used in conjunction with vacation time approved by the chief or his/her designee. The floating holidays are as follows:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | President's Day |
| Memorial Day | Patriot's Day |
| Independence Day | Veteran's Day |
| Labor Day | Day after Thanksgiving |

Thanksgiving and Christmas Day Provisions:

Thanksgiving Day and Christmas Day shall be recognized and observed as paid holidays whether or not the employee is scheduled to work on that day. Employees who work on Thanksgiving Day or Christmas Day shall be paid time and half (1½) times their regular hourly rate for each hour worked on the holiday.

Holiday Carry Over:

If employees request and are unable to use all of the floating holidays during the year in which they were earned and have not requested payment for such days, they must be carried over into the first three (3) months of the following year when they must be used or paid at their straight time rate of pay.

ARTICLE 9 - BEREAVEMENT LEAVE

Any employee shall be excused from work for up to three (3) days because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the regularly scheduled work hours missed. In cases of necessity, earned time may be allowed above and beyond the three bereavement leave

days at the discretion of the Chief It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family is defined hereby, as spouse, domestic partner, children, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, step-father, step-mother, step-children, or other relative living in the household of the employee.

ARTICLE 10 – FAMILY AND MEDICAL LEAVE

Leave shall be granted consistent with the terms of the Federal and State Family and Medical Leave Acts. FMLA is not considered as hours worked.

ARTICLE 11 - ON THE JOB INJURIES

Employees who are covered by this Agreement and who are injured on the job shall receive compensation paid or payable under the Worker's Compensation Act. This clause shall cover employees called into duty on off-duty time. Absence because of such injuries shall not be charged to accumulated Earned Time leave.

The Town will continue to provide police liability coverage for officers in the amount of \$500,000 and to indemnify officers for claims and suits that exceed that limit provided there is no willful negligence on behalf of the officers who are sued of against whom litigation is filed.

ARTICLE 12 - GROUP MEDICAL INSURANCE

- A. The Town shall provide to employees through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program designated as PPO 500 or a similar plan that continues to be supplemented by Town-paid coverage for deductibles and coinsurance.
The Town will provide up to full family subscriber coverage. The Town shall pay 95% of employee-only option and the cost to employee for family medical insurance will be capped and shall not exceed \$250.00 per- month.
- B. Any employee contribution towards the monthly health insurance premium shall be made on a pretax basis to the extent allowable under Federal Law or regulations.
- C. Payment in lieu: A Police Officer may choose to get their health insurance through their spouse. Police Officers who do not receive health insurance through the Town will be paid 25% of the applicable cost of the premium that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first on or about January 1st and the second on or about July 1st for each_of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town that they have health insurance from another source. This health insurance coverage must be at least comparable or better than the policy that would otherwise be offered by the Town.

ARTICLE 13 - RETIREMENT

The Town will continue to provide MEPERS retirement plan (designated by MEPERS as Plan 110 AC) allowing police officers benefits to retire after twenty-five (25) years of service as a police officer.

ARTICLE 14 - CLOTHING ALLOWANCE

The Town agrees to pay 100 percent (100%) of uniforms and accouterments for a new officer during the first year on an “as needed” basis.

After the first year of employment, the Town agrees to replace uniforms and accouterments on an “as needed” basis. Acquisitions and replacement of clothing and accouterments for the purpose of this Article shall be with the approval of the Chief of Police.

The Town further agrees to repair or replace two (2) items of personal property, not including personal cell phones if there is a cell phone available in the vehicle they use for patrol, if damaged in the line of duty - i.e., clothing, eyeglasses, contacts and dentures. The Town will repair or replace other personal property items, damaged in the line of duty, with a maximum limitation of one hundred dollars (\$100) per item. The Town will require proof that the personal property item was damaged in the line of duty.

Any employee who is terminated or resigns during his or her probationary period shall be responsible to reimburse the Town for all fees incurred to outfit that employee for their duties. This includes shirts, pants, baseball caps, boots, and name tags. This does not include any piece of equipment that can be re-used by the Department. All of this equipment will be retained by the Department.

The employee may choose to pay these costs or the Town will deduct the costs from their last pay check.

ARTICLE 15 - ASSOCIATION BULLETIN BOARD

The Town agrees to maintain the current bulletin board with a side set-off for use by the Association. The Association shall limit its posting of notices and bulletins to the bulletin board.

ARTICLE 16 - ASSOCIATION ACTIVITIES ON TOWN PREMISES

The Town agrees that during work hours on the Town’s premises and without loss of pay, providing it does not impose any hardship on the Town and is done so as not to infringe upon the employee’s duties and responsibilities to the Town, Association Officers shall be allowed to:

1. Post notices.
2. Distribute non-political Association literature.
3. Transmit communications, authorized by the Association or its President, to the Town.
4. Consult with the employer, his representative, local Association officers concerning the enforcement of and provisions of this Agreement.
5. Investigate grievances subject to the limitations set forth in Article 25, Section III.
6. Attend negotiating meetings.

ARTICLE 17 - VISITS BY ASSOCIATION REPRESENTATIVES

The Town agrees that accredited representatives of the Damariscotta Police Association shall have access to the premises of the Town during working hours to conduct legal Association business upon authorization of the Chief, subject to notifying the Town Manager in advance of the visit.

ARTICLE 18 - RESIDENCE REQUIREMENT

Except for officers currently employed by the Town, all full time police officers must reside within twenty-five (25) road miles of the Police Station. Any police officer that has not established a residence as stated above prior to the end of his/her probationary employment, shall be rejected as a permanent member of the department and shall subsequently be dismissed.

ARTICLE 19 - OUTSIDE EMPLOYMENT

1. An employee wishing to engage in outside employment must submit such request in writing to the Police Chief. No employee may engage in outside employment without the prior knowledge and consent of the Police Chief. This consent shall not be unreasonably withheld. The Town agrees that an employee may engage in outside employment if it does not interfere or appear to interfere with job performance, does not appear that it will subject the Town to public criticism or embarrassment and does not conflict or appear to conflict with the interests of Federal, State, County or Town regulation.

2. No employee shall utilize Town equipment, facilities or supplies for personal business or outside employment except as specifically authorized by the Town Manager.

ARTICLE 20 - COMPLAINTS AGAINST POLICE OFFICERS

If a complaint is made against a police officer, the parties shall follow the procedures and practices set forth in the Town's Personnel Policy (to the extent applicable) and in their past practices in handling these matters and bringing them to resolution.

ARTICLE 21 - WORK RULES AND DISCIPLINE

Employees are required to abide by the terms of this Agreement and to comply with reasonable rules and regulations. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels that he has been wronged. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employees and the Association Steward within five (5) days of the date action was taken.

Disciplinary action or measure shall include the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

(The measures need not be applied in sequence depending on the infraction)

It is agreed that any employee shall be suspended without pay if any of the licenses or certifications required of a Police Officer, such as the employee's privilege to operate a motor vehicle or carry a weapon, are suspended or revoked, and shall receive no seniority time during such suspension. For the purpose of this article restoration to service shall be contingent upon obtaining and maintaining these certifications and licenses.

Except in cases of emergency or a preliminary meeting with the Police Chief, any disciplinary action by the Town against any member of the Damariscotta Police Department covered by this Agreement, upon any charge of violations of Department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charges, shall be heard at a meeting between the charging party, the charge party, and his Association representative (if the employee so chooses) in an attempt to amicably settle the charge.

ARTICLE 22 - SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure:

Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- a) The Association, through an authorized representative, shall take up the grievance with the Police Chief. Each grievance must be submitted in writing and must contain a statement of fact surrounding the grievance, the provision of this agreement allegedly violated and the relief sought.
- b) If the Association and Police Chief have not resolved the grievance within ten (10) calendar days, and the Association shall submit the details of such grievance in writing to the Town Manager. Within ten (10) calendar days thereafter, the Town Manager shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The Town Manager shall render his written decision within ten (10) calendar days after said meeting.
- c) In the event that the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Association or the employee, the Association or he may within ten (10) calendar days appeal the Town Manager's decision to the Board of Selectmen serving as the Town's Personnel Board per the Town Charter. If after, after a decision is rendered by the Board of Selectmen, the Association or the employee is not satisfied with the Town's final decision, the Association or the employee may within 10 calendar days request that the matter be submitted to arbitration by notifying the Town in writing. In the event that the matter moves to arbitration, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and Association within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, either may request the Maine Board of Arbitration and Conciliation to provide an arbitrator or arbitrators in accordance with its rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided the party either pays for the record or both parties agree to divide the charges equally.
- d) The time limits for the processing of grievances may be extended by written consent of the parties.
- e) At step (a) of the grievance procedure, the Police Chief may act through his authorized representative.
- f) All grievances shall be commenced not later than seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the time such event became known to the Association, the employee or employees concerned, whichever shall be later.
- g) Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance as set forth in Title 26, MRSA.

Section 2: Processing Grievance During Working Hours

The Union Representative may investigate and process grievances during working hours without loss of pay, but in no case shall such time off exceed a total of two (2) hours per week for investigation except with the permission of the Police Chief.

ARTICLE 23 - STRIKES AND SLOWDOWNS PROHIBITED

The parties hereto agree that there will not be, and that the Association, its officers, members or agents will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interfere with normal work.

ARTICLE 24 - SAVING CLAUSE

If any provision of this Agreement shall be contrary to any laws or a Town ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 25 - POLICE PROFESSIONAL/SPECIALIZED PLAN

The Police Professional Plan recognizes that police officers today face many challenges and to meet these challenges they must be well educated, properly trained and physically fit. If an officer should become a specialist in a particular field he or she shall be paid an additional \$1.00 an hour for every hour they are applying their trade on duty. This includes but is not limited to FTO, (Field Training Officer) MARC, (Mechanics of Arrest Restraint Control) Intox, Firearms, SFST (Standard Field Sobriety Test), Taser, OC (Oleo Capsicum), baton, etc. The officer shall be paid this incentive only while he is actively teaching and/or refreshing on the topic. If an officer becomes a specialist in a field it must be a benefit to the department's needs. This benefit is not to exceed the current budget year's available stipend balance.

ARTICLE 26 - PHYSICAL FITNESS & WELLNESS BENEFIT

Full time Officers will be issued a membership to the Damariscotta Y.M.C.A. This membership will fall under the "cottage agreement *plan*" to include up to 6 full time officers. This benefit shall be funded by the former "*Physical Fitness Incentive Plan*" and shall not exceed \$1000.00 for all full time officers including the Police Chief.

ARTICLE 27- SCHEDULE

Officers will work 10 hour work days, the officer will work 4 days on with 3 days off per the entire bargaining unit. The shifts will be fixed to each individual officer.

This schedule shall stay in place for the duration of this Contract. As circumstances require, the Police Chief has the authority to change the schedule to promote the effective and efficient use of Town

resources. Prior to instituting any schedule change, the Chief shall meet with Employee representatives to receive input on any proposed change.

ARTICLE 28-WAGE SCALE

The wage scale for Police Officers, attached as Appendix A, shall become effective on July 1, ~~2021~~ 2022. The wage scale takes into account any changes in the cost of living.

ARTICLE 29 - LATERAL ENTRY

Newly hired police officers who possess Maine Criminal Justice Academy certification or equivalent certification and other subsequent law enforcement experience may be placed on a pay level up to the six (6) year pay level at the discretion of the Police Chief commensurate with that individual’s prior experience and competence. This shall be for the purpose of determining wages only and shall not be construed as to affect their level of seniority. After such initial placement, the individual shall progress on the wage schedule in accordance with its terms.

ARTICLE 30 TERMS OF AGREEMENT

This Agreement shall govern the rights of the parties until June 30, 2024. It shall automatically be extended for successive one-year periods unless either party shall give the other written notice of its desire to negotiate a new Agreement at least one hundred and twenty (120) days prior to expiration. Negotiations shall begin as promptly as possible following notification of a party’s desire to negotiate a new agreement.

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed by the Board of Selectmen, thereunto duly authorized, as of the day and year first above written, and the Association has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first above written.

TOWN OF DAMARISCOTTA

Witness

By:

Selectman

Date: _____, 2022

Selectman

Selectman

Selectman

Selectman

DAMARISCOTTA POLICE ASSOCIATION

Witness:

By:

It's President

Date: _____, 2022⁺

APPENDIX A

~~**DAMARISCOTTA POLICE OFFICER WAGE SCALE**~~

~~**07/01/2021 thru 06/30/2024**~~

~~* Effective starting 07/01/2018 2021-~~

~~** Pay shall be increased to the next step level upon completion of the full yearly step term and starting on officer's full time date of hire.~~

Pay step	1 st w/o Academy	1 st	3 rd	5 th	7 th	10 th	15 th
Patrol	\$21.74	\$22.74	\$23.75	\$24.72	\$25.74	\$27.29	\$29.92
Sergeant		\$26.55	\$26.91	\$27.67	\$28.80	\$30.57	\$33.50

APPENDIX A

DAMARISCOTTA POLICE OFFICER WAGE SCALE

07/01/2022 thru 06/30/2024

* Effective 07/01/2021 2022 and not to be paid retroactively.

** Pay shall be increased to the next step level upon completion of the full yearly step term and starting on officer's full time date of hire.

***The wage scale does not include the implementation of cost of living adjustments (COLA) for all regular full time police officers. The COLA benefit will be calculated based on federal Social Security recommendations and shall be included with the yearly submitted police department budget. When (COLA) and a pay step happen together in any given year the employee shall only receive the greater amount.

<u>Pay step</u>	<u>1st w/o Academy</u>	<u>1st</u>	<u>3rd</u>	<u>5th</u>	<u>7th</u>	<u>10th</u>	<u>15th</u>
<u>Patrol</u>	<u>\$24.74</u>	<u>\$25.74</u>	<u>\$26.75</u>	<u>\$27.72</u>	<u>\$28.74</u>	<u>\$30.29</u>	<u>\$32.92</u>
<u>Sergeant</u>		<u>\$29.55</u>	<u>\$29.91</u>	<u>\$30.67</u>	<u>\$31.80</u>	<u>\$33.57</u>	<u>\$36.50</u>

**AGREEMENT BETWEEN THE TOWN OF BOOTHBAY HARBOR
AND THE TOWN OF DAMARISCOTTA
TOWN PLANNER SERVICES**

THIS AGREEMENT is made this February 22, 2022 between the Town of Boothbay Harbor, a municipal corporation organized and existing under the laws of the State of Maine and located in the County of Lincoln, State of Maine and the Town of Damariscotta located in the County of Lincoln, State of Maine and existing under the laws of the State of Maine.

WHEREAS, the Town of Boothbay Harbor wishes to contract with the Town of Damariscotta for Planner services as described in the attached job description,

NOW, THEREFORE BE IT RESOLVED in consideration of the promises and other mutual obligations undertaken herein, the parties hereby agree as follows:

1. Employment of a Planner The Town of Damariscotta shall employ a Planner who shall devote one thousand forty (1040) hours of his or her time minus accrued earned time and holidays, in each Town performing the duties described in the attached job description. The Planner will submit weekly time sheets showing the hours spent in each town. The Planner is an employee of the Town of Damariscotta for purposes including, qualification, appointment, salary and benefits, workers compensation, insurance, supervision while performing Planner duties in Damariscotta and discipline and termination. The Town of Damariscotta is the sole and exclusive employer of the Planner and nothing herein shall be construed to create a joint employer relationship with the Town of Boothbay Harbor, except that while performing his/her assigned duties in Boothbay Harbor, the Planner shall be supervised by the Boothbay Harbor Town Manager.

2. Agreement Amount and Reimbursements The Town of Boothbay Harbor shall reimburse to the Town of Damariscotta 12 monthly payments in the amount agreed upon by both Towns for the year beginning July 1, 2022 and ending on June 30, 2023. The Town of Boothbay Harbor shall remit payment within thirty (30) days. The Town of Damariscotta shall notify the Town of Boothbay Harbor annually by March 1st what the proposed contract amount will be. The Town of Boothbay Harbor shall be responsible for any mileage reimbursement for the Planner Officer performing duties in the Town of Boothbay Harbor.

3. Supplies and Equipment. The Town of Boothbay Harbor shall supply office space, supplies and all equipment, computer, camera, tape measure, level etc. that is required in support for the necessary operation and property administration of the office of the Planner in the Town of Boothbay Harbor.

4. Hours. The hours for the Town Boothbay Harbor shall be one thousand forty minus accrued earned time and holidays the cost of which shall be shared by both Towns equally. These may be changed on a temporary or long-term basis by mutual agreement of the two parties.

5. Records Retention. The Town of Boothbay Harbor shall maintain and house all records relating to the Planner in the Town of Boothbay Harbor Any documents generated by the Planner in the Town of Boothbay Harbor are the sole and exclusive property of the Town of Boothbay Harbor.

6. Termination Rights. The performance of work under this Agreement may be terminated by both towns, in whole, or in part, whenever for any reason or convenience by giving thirty (30) days advance written notice to the respective Town Manager. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

7. Changes in the Work. If any changes are made to increase or decrease work responsibilities such a change shall require an amendment to the contract, signed by both parties.

8. Sub-Agreements. No arrangements shall be made by the Town of Damariscotta with any other party for furnishing any of the services herein without the consent and approval of the Town of Boothbay Harbor. Any sub-Agreement hereunder entered into subsequent to the execution of this Agreement must be approved and the Agreement modified accordingly.

9. Notice of Claims. The parties to this Agreement shall provide immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Towns which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement. Any sub-Agreement hereunder entered into subsequent to the execution of this Agreement must be approved and the Agreement modified accordingly.

10. Hold Harmless. The parties agree to indemnify, defend and save each other harmless, their officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities and losses and damages of every kind and description from claims arising out of the performance of this Agreement in their respective Towns.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

For the Town of Boothbay Harbor

Julia Latter, Town Manager

Date

For the Town of Damariscotta

Matthew J. Lutkus, Town Manager

Date

Job Description
Town Planner for Boothbay Harbor and Damariscotta

GENERAL PURPOSE

Performs a variety of complex, administrative, technical and professional work in directing planning and community development functions. This is a full time position whose work time is split equally between the Town of Boothbay Harbor and the Town of Damariscotta. The general duties for the two Towns are very similar, however, with the exception of projects where the two towns are working jointly, the work in each community will be specific to the needs of that Town and separate from the duties and responsibilities of the other Town.

SUPERVISION RECEIVED

Works under the supervision of each Town Manager while performing the duties for that Town.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides professional staffing to the Planning Board: Attends and staffs all Planning Board meetings; acts as communications liaison between applicants, the Board and public; performs development review of applications and prepares technical staff reports and supporting documentation; responsible for preparation of appropriate notices and agendas and reviews meeting minutes; prepares presentations and schedules education and training opportunities for the Board.

Activities directly related to pre-application preparation and review of development applications includes, but is not limited to:

- Meets with developers and citizens to review concept sketches, site plans and subdivision plans, providing general guidance and direction;
- Facilitates the review of development proposals to insure consistency with regulations, comprehensive plans and good design and planning principles;
- Coordinates technical review by Town staff;
- Assists the public with their questions concerning Town planning and zoning matters.

Responsible for the development, adoption, State certification, and ongoing maintenance and implementation of the Town's Comprehensive Plan. Activities directly related to implementation include, but are not limited to:

- Develops and oversees the Town's Land Use policies;
- Prepares zoning ordinances and amendments and oversees development/maintenance of Official Zoning Map;
- Prepares a variety of studies, reports and related information for decision-making purposes;
- Seeks funds for Community Development and Planning projects;

- Secures and administers grants and oversees associated project implementation;
- Prepares requests for proposals and requests for qualifications for the Town's Community Development and Planning projects; develops, manages and supervises consulting services contract for Department.
- Provides leadership and direction in the development of short and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department staff and resources;
- Cooperates and coordinates activities with other departments and agencies as needed;
- Facilitate small groups of citizens (such as standing committees, task forces, and advisory committees) in planning processes;
- Perform education and outreach activities.
- Works with Town Manager on the development of Tax Increment Financing (TIF)-funded projects.

Provides professional and technical assistance in the form of research, reports, plans and presentations to the Town's Select Boards department heads, and various citizen boards and committees, as assigned.

Working with the Town Manager, recommends for adoption by Town Select Boards such measures as the Planner may deem necessary or appropriate or may be requested by the Town Manager.

Provides technical staff support to committees and subcommittee as may be requested or assigned.

Communicates official plans, policies and procedures to staff, relevant committees and task force members and the general public.

Provides for the maintenance and currency of text and graphics, notices, reports and files on the Planning Department's Web pages.

Prepares and submits a preliminary annual department budget. Administers the adopted department budget.

Works with State agencies such as Maine DEP, Maine DOT, Maine DECD and others as needed and appropriate.

Maintains Professional Certification through annual attendance at congresses, summits, and workshops.

Participates in professional organizations such as Maine Association of Planners (MAP), Northern New England Chapter of American Planning Association (NNECAPA) and maintains relationships with government, institutional and non-profit organizations.

Performs other work as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Bachelor's degree in Urban or Community Planning, engineering, architecture, or landscape architecture with an advanced degree recommended; American Institute of Certified Planners (AICP) membership desirable; Masters degree in planning or related field desirable, and
- B. Five (5) years of experience as a planner, or
- C. Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Working knowledge of modern policies and practices of municipal planning and public administration;
- B. Knowledge of state and federal statutes and regulations relating to planning, land use, transportation, housing, economic development and environmental regulations;
- C. Documented success at preparing and administering planning and land use ordinances; implementing comprehensive plans and skill in operating the listed tools and equipment;
- D. Ability to prepare and analyze comprehensive planning documents;
- E. Ability to carry out assigned projects to their completion;
- F. Ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, town officials, developers, citizen board and committee members, and the general public;
- G. Successful prior experience administering a municipal planning department, including site plan and subdivision plan review and administration.

SPECIAL REQUIREMENTS

Valid Maine Driver's license.

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including MS Office Professional Suite (Outlook, Access, Word, Power Point, Excel), and Google Earth. Proficiency in web use for purposes of email communication, social media networking and department web site maintenance. Familiarity AUTOCAD or equivalent is preferred but not required.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk see and hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The employee is required to make site visits which may require walking through undeveloped areas. The employee may be exposed to construction activities which would include loud noises, dust and dirt as well as hazards associated with construction activities or to ticks and insect bites.

The employee may be required to make live presentations to medium to large audiences and through on-line platforms or media.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Effective Date: February 22, 2022

LEASE and USE AGREEMENT

Lease and Agreement entered into this ____ day of November, 2021 by and between The Inhabitants of the Town of Damariscotta, Maine by and through its duly elected Selectmen and The Damariscotta Region Chamber of Commerce, a Maine non-profit entity by and through its duly authorized officers.

PARTIES:

The parties to this lease are the Inhabitants of the Town of Damariscotta, Maine, Lessor, by and through their duly elected Selectmen as authorized by the said inhabitants in Article 34 of the 2021 Annual Town Meeting Warrant, hereinafter sometimes referenced as “the Town” and the Damariscotta Region Chamber of Commerce, a duly chartered non-profit corporation organized and existing under the laws of Maine and having a place of business in Newcastle, Lincoln County, Maine, hereinafter sometimes referenced as “the Chamber”, Lessee.

PURPOSE:

This lease concerns a parcel of land acquired or to be acquired by the Town from the Maine Department of Transportation (MDOT) which holds title to the fee as a result of condemnation of land formerly of King lying between the current traveled portion of Business U.S. Route One and Vine Street as designated and depicted on Exhibit A attached hereto and incorporated by reference. The structure on this parcel commonly known as the “Information Bureau” and formerly belonging to the Damariscotta Region Information Bureau (DRIB) constructed in approximately 1935 is now by merger, part of the Chamber property, resting on land heretofore belonging to the State of Maine DOT. The Town through negotiations with MDOT has or will acquire the said fee to the land under and around the DRIB building and intends by this instrument to lease said land as acquired (see Exhibit A) to the Chamber for non-commercial Chamber purposes. Upon execution of this lease it is the intention of the Chamber to fund and construct an addition to the existing structure for the purpose of having its offices and facilities which are intended to promote the area and its businesses and recreational facilities and for other non-profit, non-commercial uses. The Town does therefor **LET AND LEASE** unto the Chamber the said land depicted on the Exhibit A, reserving to itself the area westerly of the outlined area for use by the Chamber and with the permission of the Town, others for temporary signs etc. The Chamber shall maintain the entire area at its expense and may continue to use this westerly portion for a sitting area and flag pole installation subject to the terms of the deed from Maine and MDOT which may require the alteration of the westerly area of the land transferred to the Town should traffic or road maintenance requirements change. Flag raising shall remain the obligation of the Town.

TERM:

Pursuant to Article 34 of the 2020 Municipal Town Meeting Warrant for the Town, the Selectmen were duly authorized to enter into multi-year leases as they deem in the best interest of the Town. Upon acquisition of the property described in Exhibit A, the Town by its Selectmen does hereby **lease and let** unto the Chamber said land for a term of 99 years commencing with the date of the execution of this lease or the date of acquisition of said land from MDOT and terminating 99 years following said execution or acquisition, which term may be extended for additional 99 year terms at the will of the Lessee provided there have been no violations of the terms and conditions of this lease. It is expressly understood that any violation of the reversionary clause contained in the deed from MDOT could result in a reverter of title from the Town to MDOT/State of Maine.

RENTAL:

Nominal rental in the amount of One Dollar (\$1.00) per year shall be due on the date of execution of this lease or acquisition of the property by the Town (whichever occurs later) and each year thereafter during the term of this lease or any extension thereof. Proof of payment is assumed and any proof of payment shall be waived unless required by the selectmen.

USE OF THE PROPERTY:

This property as outlined in Exhibit A is for use by the Chamber as an office space and for providing information to the public regarding local businesses and attractions and other non-commercial events held for the benefit of the community. The Chamber agrees not to use the premises for any for-profit commercial purposes or for any purpose which would violate the terms and conditions of this lease or the reversionary clause of the deed from the State of Maine and/or MDOT to the Town. Should any violation or suspected violation of any of these terms be noted and conveyed to the Town, the Town shall give immediate notice to the Chamber and the Chamber shall have a period not to exceed thirty (30) days to respond or correct the alleged violation. Incidental sales or advertizing of local items or souvenirs and memorabilia whether by the Chamber or its members shall not be considered commercial use of the property.

LESSOR RESPONSIBILITIES:

Other than as may be noted in this lease, the Lessor Town shall not be responsible for maintenance or care of the property on any improvements thereon, nor for the expenses of operation of the facility as now existing or as it may be improved now or in the future.

LESSEE RESPONSIBILITIES:

Lessee Chamber shall be solely responsible for all care and maintenance of the land and the facilities as they may now exist or may be improved in the future. This includes mowing of

grass, maintenance of parking facilities and the cost of all manner of utilities including but not limited to electric, water, sewer, telecommunication lines, internet connections and any similar utilities not currently envisioned but which inure to the benefit of the Chamber. With regard to new construction, the Chamber shall comply with all current and future building codes. Lessor Town shall not be considered a joint venturer or partner with the Chamber. The Chamber shall not hold on the premises any toxic substances other than normal household cleaners and pesticides.

Lessee Chamber shall comply with all MDOT requirements for traffic patterns and signage parking and traffic control.

Chamber shall maintain a policy of general liability insurance in an amount deemed sufficient by the Town Administrator or Manager which names the Town as a additional insured in its capacity as Lessor and agrees to indemnify and hold harmless the Town, its officers, agent and selectmen for and from any liability for injury or damages which result from its operation of the facilities or improvements in the normal course of business. Nothing in this requirement shall be used in any way which will or might remove the Town from its immunity under the Maine Tort Claims Act, 14 M.R.S.A. Sections 8101 - 8118.

SUBLETTING/ASSIGNMENT:

The Chamber shall not sub-let, sub-lease or assign all or any part of the subject premises to any entity, nor allow any separate entity to use or occupy the subject premises or any of the improvements thereon without the express written consent of the Town.

DEFAULT:

The following shall be considered incidents of default and shall result in the voiding of this lease unless corrected within a reasonable period of time not to exceed 30 days:

1. Failure to maintain the grounds and structures in a reasonable and attractive condition such a failure to paint the structures;
2. Violation of any term or condition of the deed of conveyance from the State of Maine or MDOT;
3. Failure to maintain and comply with requirements of being a 501 C-5 organization under Internal Revenue Rules;
4. Failure to maintain a corporate not for profit status with the Secretary of State of the State of Maine.
5. Sale or attempt to sell any of the structure(s) on the premises without the specific written agreement and consent of the Town;

6. Failure to pay rent as required above. However proof of payment is presumed and shall not be required.
7. Abandonment of the structures occupied by the Lessee Chamber;
8. Filing of any mechanics liens, executions or other attachments by any individual, contractor or State entity.

Lessor Town shall present the Chamber with notice of any alleged violation of any of the terms and conditions of this lease or of the terms of the deed from the State of Maine MDOT and shall allow the Chamber a reasonable period of time not to exceed 30 days to correct the default.

Upon the failure of the Chamber to correct any event of default as noted above and subject to any other cure period as allowed herein, the Lessor may in addition to any other remedies, terminate this lease and demand that the Lessee quit and vacate the grounds. Lessee shall be responsible for all legal costs and attorney fees for any correction and for any such fees associated with eviction or other civil remedies for violation of the terms above.

This agreement shall be binding upon all successor entities, the succeeding Boards of Selectment of the Town and succeeding Directors of the Chamber.

WAIVER:

Waiver or failure to enforce any term or condition of this lease shall not constitute nor be considered a waiver of future violations or alleged violations of the terms and condition herein contained.

NOTICES:

All notices to the Lessor Town shall be sent to the Town of Damariscotta, School Street, Damariscotta, Maine 04543. All notices to the Lessee Chamber shall be sent to the Chamber at P.O. Box ____, Damariscotta, Maine 04543.

GENERAL PROVISIONS:

This agreement and lease shall be governed by the laws of the State of Maine;

The invalidity of any single provision or section of this agreement shall not affect or impair the validity of any other provision or provisions hereof;

Paragraph titles herein are intended for convenience only and do not define, limit or construe the contents of such paragraph.

Fully executed copies of this document or facsimile copies shall be considered as originals.

MEMORANDUM:

A memorandum of this lease agreement including the date, term, rental and parties shall be recorded in the Lincoln County Registry of Deeds and the original and a duplicate copy executed in original form by the parties shall be provided to each party upon execution hereof.

IN WITNESS WHEREOF the parties have set our hand and seals this ____ day of November, 2021

The Damariscotta Region Chamber of
Commerce by:

Witness

John Roberts, Its President

The Inhabitants of the Town of
Damariscotta, Maine by its duly elected:
Selectmen:

Witness

Daryl Fraser

Witness

Louis Abbotoni

Witness

Mark Hagar

Witness

Joshua Pinkham

Witness

Tom Anderson

STATE OF MAINE
Lincoln, SS.

November __, 2021

Then personally appeared the above Selectmen Damariscotta Maine in their said capacity and John Roberts, in his capacity as President of the Board of the Damariscotta Region Chamber of Commerce and acknowledged the above to be their free act and deed.

Notary Public / Attorney at Law

Printed name of Notary/ Attorney: _____