



**Town of Damariscotta, Maine
March 1, 2023**

Board of Assessors/Select Board Meeting

Join Virtually

Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

AGENDA

- I. Pledge of Allegiance**
- II. Public Hearing: CBDG Economic Development Program – Du Jardin**
- III. Board of Assessors Meeting: Call to Order**
 - 1. Abatements**
 - i. 2023-5, 2023-6, 2023-7, 2023-8
 - 2. Supplemental Tax Certificate and Warrant**
 - 3. Adjourn Board of Assessor’s Meeting**
- IV. Select Board Meeting: Call to Order**
 - 1. Minutes**
 - i. February 15, 2023 Select Board Minutes
 - 2. Financial Reports**
 - i. Payroll Warrants #
 - ii. Accounts Payable Warrants #
 - 3. Citizen Comments and General Correspondence**
 - 4. Town Manager Items**
 - i. Capital Project Updates
 - ii. Legislative Updates
 - 5. Official Action Items**
 - i. Sewer Lines Transfer of Ownership
 - ii. Sewer Easement
 - iii. CDS Authorization
 - 6. Select Board’s Discussion Items**
 - 7. Adjournment**

Problem Statement:

Scope:

Du Jardin is a small business operating in the Town of Damariscotta (the Town), Lincoln County, Maine founded by Susan Chalmers, who runs the self-employed business out of the barn connected to her residence. Du Jardin originally started as a retail store in 2016 that primarily sold licensed products. Susan would make and sell a small volume of her own natural soaps and skincare products. During the COVID pandemic, Susan adapted her business to shift towards e-commerce and her homemade products, which granted more control over her inventory supply chains and reduced her overhead expenses. The increased demand for sanitation products and public health recommendations to reduce in-person contact played in Du Jardin's favor, as Susan's products were already popular at the local level through her work at Farmer's Markets. Susan's handcrafted products were easily shippable and her popularity grew beyond local as her website facilitated e-commerce.

Susan Chalmers' stability and locally made products during the pandemic resulted in an increase in sales. In 2018, the Du Jardin products represented \$2,490 in sales; in 2019, Du Jardin joined the Damariscotta Farmer's Market and launched an updated website mid-year, resulting in total yearly sales reaching \$25,091. During the pandemic in 2020, Du Jardin stopped selling licensed products and shifted to only selling Susan's natural beauty and home products while continuing to sell at the Damariscotta Farmer's Market and through contactless orders. By the end of 2020, Du Jardin produced \$50,181 in sales, and grew to \$76,999 in 2021. The current trajectory of 2022 has Du Jardin with an 8% increase from the Damariscotta Farmer's Market and a 29.2% overall increase compared to last year's sales.

The success of Du Jardin is thanks to the creative mind and determination of the owner and sole employee, Susan Chalmers. Susan's knowledge of natural ingredients and herbs allow her to formulate environmentally responsible products prioritizing the use of plant-based ingredients sourced and grown in Lincoln County. Susan is also active in the Damariscotta community as the treasurer for the Damariscotta Farmer's Market, which was recently awarded national recognition and receives a high turnout of producers and customers every summer.

Du Jardin can grow but is limited as a home occupation. Susan Chalmers can sell her products to make a profit; however, her limited capital makes it difficult to accept requests for larger orders while still sufficiently supplying her local customers. Du Jardin's most popular products, French Utility Soaps, frequently sell out within two weeks of every batch release. The soaps require six weeks of curing time from when it is poured. The utility soaps can be used for hand washing, body washing, cleaning dishes, and laundry detergent. Du Jardin is also a one-woman operation. While Du Jardin has an online store, the in-person storefront has limited hours so Susan has enough time to make her products. This also means that an unforeseen circumstance impacting Susan can set back Du Jardin's products since there are no staff members to help with manufacturing.

The CDBG-EDP would address both setbacks that Du Jardin is facing. The additional funding would allow Du Jardin to improve temperature control in the second level of the existing business space to increase storage capability and to establish a new space to make the products. The funding would also contribute to significant inventory purchase to allow Du Jardin to expand into larger

markets, including additional Farmer's Markets and the Common Ground Fair that reached out to Susan Chalmers in the past due to high interest in her products. The increased sales would allow Susan to sustainably hire staff members that would be trained to manufacture the products, responsibly forage herbal ingredients, and attend additional year-round Farmer's Markets in the region.

Impact:

According to the most recent information provided by the US Census, the Town of Damariscotta is estimated to have over 15% of residents living in poverty. A significant portion of Maine's Midcoast economy is also tied towards the tourism industry or retail industries, which are both significantly impacted when the area has a lower number of visitors or when supply chains reduce the available products offered in the area. While Du Jardin does source some ingredients from outside of Maine, they prioritize sourcing locally, sustainably foraging seasonally, and developing direct partnerships with local farmers. These materials are then used to craft Du Jardin's products by hand and in-house. The positions the grant money would endow at Du Jardin would allow dedicated staff to be trained to assist with the handcrafting of products, and to educate and properly sell to customers year-round in-store and at various markets throughout Maine. These are positions that do not require any prior experience and can be taught to interested individuals of all ages. Susan would ideally hire two (2) full-time individuals.

Beyond the contributions to the local economy, Susan Chalmers also gives back to her community and nonprofit organizations in the Midcoast that are close to her heart. Susan offers two unique soaps that directly contribute to Veggies to Table of Newcastle, working to end food insecurity for local families, and to the New Hope Midcoast nonprofit, which helps and educates survivors of domestic violence. Du Jardin also participates in nation-wide recycling programs such as TerraCycle, which accepts hard-to-recycle items not produced by Du Jardin. Lastly, Du Jardin also sells products that are locally made in the Midcoast region to help raise awareness of other local businesses.

Du Jardin intends to provide \$45,000 in match to migrate the existing website to a fully evolve from a standard website to a fully custom e-commerce site that will be hosted locally. The upgrade will give Susan control over her internet discoverability through digital marketing and SEO that a platform-built site doesn't allow, greatly increasing digital traffic and findability of her site and products on a large scale.

Need:

The pandemic allowed Du Jardin to establish itself as a standalone business with environmentally-friendly products that promote sustainability to the average consumer, and to utilize the increased usage of e-commerce to reach a wider customer base. Du Jardin has had an upwards growth trend that is limited by their original roots as a home occupation and by limited funding.

The company currently faces specific economic challenges, including seasonal availability of keystone ingredients, bulk purchasing of supplies to maximize locally harvested ingredients, climate controlled storage and workspaces to craft in, and staffing to support production and sales growth.

The Town and Du Jardin are confident that the project can be accomplished based on the cooperation between the two parties along with assistance from the Midcoast Council of Governments, who have provided guidance for other towns on programs such as the CDBG. Du Jardin would begin to use funds when they become available by the Maine Department of Economic and Community Development (DECD) and aim to complete the spending within the limits set by the State. Du Jardin would hope to start drawing down the State funds by May 2023, and would anticipate completing the final drawdown request before December 2023 to keep up with expected increased website sales generated by the improved site launch. The Environmental Review would be categorically exempt due to the lack of alteration to a building that is designated as, or near a building designated as, historically significant, and will be submitted to the Maine DECD along with the rest of the application form.

Solution:

Project Description:

The \$60,000 grant request will be used to improve storage climate (heat pumps on the second floor); bulk purchase of necessary oils and non-foragable plant-based ingredients needed to craft year-round, equipment purchases (labeling system, production equipment, etc.) to make more products at a reduced cost due to fewer dollars being spent on outside resources; and the purchase of a feasible vehicle dedicated to transporting a large amount of products to Farmer's Markets. Any funds used for working capital would follow guidelines set by the Maine DECD. The \$60,000 from the CDBG will be matched with \$45,000 to improve the website and other e-commerce components by using a professional web developer who specializes in digital marketing.

The intended outcome will be to improve the ability of the store to break out of their current small-scale operation. In short, this capital investment will allow Susan to anchor all aspects of Du Jardin's business operations firmly in the community by growing relationships with local farmers directly, attend more markets in the region, hiring of new employees, and to fully utilize the existing space. The current method of operation is limited by the following:

- Susan cannot craft batches of products large enough to meet the current and growing demand. This limitation is due to Susan operating Du Jardin by herself and with equipment designed for small batches. Susan's ability to hire and train staff members would increase batch yield exponentially and allow for more efficient methods of production to be implemented. Susan would also purchase new pots, molds, and packing to produce larger batches of her products. The larger batches would allow Du Jardin to satisfy significant orders that are typically turned down and would make seasonal and specialized ingredients become available for year-round use.
- Lack of capital prevents Susan from being able to purchase ingredients needed to fill bulk orders of a larger scale. This also prevents Susan from being able to process the seasonal ingredients she forages for use during the off-season. Being able to buy these ingredients in a large quantity will also yield greater savings.
- The barn hosting Du Jardin has limited usable space. The barn has a second floor that is not suitable for ingredient storage nor for production due to a lack of climate control, which damages the ingredients and products if the room is either too hot or too cold. The purchase of a heat pump would make the second floor capable of safely storing and creating these

products and ingredients, which would allow the Susan to expand her retail selling space on the first floor.

- The process to create Du Jardin's products requires outside resources that this grant would help transition to in-house production. Du Jardin requires key components and labels to be purchased from out-of-state that result in an unnecessary increase to overhead costs. Du Jardin would create hydrosols and labels using equipment and working capital from the CDBG to have greater control over their supply chain, provide more business to local partners, and significantly reduce overhead expenditures. For example, each product produced costs \$2 to have labels made out-of-state, which also delays the products being sold if there are any conflicts with the creation of the labels; whereas an in-house label will reduce that expenditure to \$0.30 per label and will have the content monitored by Du Jardin to help put out products faster.
- With a lot of inventory to sell, Du Jardin can only offer a handful of products without a dedicated vehicle to attend Farmer's Markets. A market-dedicated vehicle would allow Du Jardin to attend multiple Farmer's Markets in the region, increasing distribution efficiently.

The increase in employment will benefit Susan Chalmers, who will be able to share her knowledge with enthusiastic individuals seeking a \$15- \$18 per hour wage with flexible hours and on-site skill training for free. The increase of two (2) Full-Time Equivalent employees will prevent production backlog and reduce the work burden of Susan Chalmers, who can dedicate her time to long-term visions of the business while the new employees can carry out day-to-day operations.

Attached to this document is an aerial image of the proposed project area. The image is from the State of Maine's GIS system and includes a layer that shows the FEMA designated floodplain. The project site is not located in the floodplain zone, is in a community without a MDOT-recognized airport/ runway and does not impact a Coastal Management Zone. All proposed purchases will be kept at 2 Hodgdon Street in Damariscotta, Maine. This map will also be submitted with the required documents for Environmental Review.

Effect on Assisted Business:

Being awarded the CDBG-EDP will allow Du Jardin to significantly expand and help diversify the local economy. The full funding gives Du Jardin the ability to use newly acquired revenue streams to create more jobs and provide a model for growth of home occupation and small-scale businesses in the State of Maine.

Du Jardin is primarily competing against others in the natural beauty and homecare product industries. Competing in the fast-growing, wild-crafted skincare market, Du Jardin stands apart from its competition both in price-point, and in quality and formulations of the ingredients. Partnering with local growers will increase the freshness and quality of the ingredients, bolstering Du Jardin's brand reputation, while also giving Susan more control over her supply chain, making them more resilient to shipping interruptions, price instability, and product shortages. Susan's specific herbal and cosmetic knowledge gives Du Jardin a further competitive edge by creating effective products without harmful ingredients, and with zero filler ingredients. Du Jardin also offers zero-waste household products from a curated collection of non-house-made products that complement Du Jardin's own hand-crafted products.

Project Timeline and Feasibility:

To complete the project before December 2023, the owner of Du Jardin will work closely with the Town on drawdown requests, Phase 2 documents, and any required Planning Board permits. The owners and Town will also have a contract with Midcoast Council of Governments (formerly Midcoast Economic Development District), who have experience with planning services and administrative grant work, and recently completed a CDBG-EDP grant in the area.

There will be no pre-engineering nor construction estimates as part of the project. The Town Planner, Isabelle Oechsle, has confirmed that the additional hiring would classify the Use of Du Jardin to be a Conditional Approval that will require the Planning Board to approve. Du Jardin is seeking Planning Board approval as of the time of this submission.

The owner intends to begin purchasing equipment when the funds are made available and will get comparative prices to ensure the products are reasonably priced and address the needs of the business. Upon an approved Environmental Review, Du Jardin will begin an outreach campaign for hiring new staff members including advertisements in local newspapers and through online sources such as social media and job posting websites.

Susan Chalmer’s ingredient knowledge and formulation background has been built in three main ways: 1. Knowledge passed down generationally from family. Susan began foraging and working with plants as a family tradition at a young age, mentored by her grandmothers and aunts, learning sustainable foraging practices, proper harvesting and storage practices, as well as specific herb functionality and usage; 2. Traditional education & certification including classes from Boston University, Aroma Vera, and The Herbal Academy, as well as being certified by The Fragrance Foundation as one of only 1400 specialists in the United States; and 3. Extensive work experience in the industry as a manager and product trainer at Body Shop, and a Department Manager for Nordstrom. Susan is also currently working on an Herbal Cocktail book with Islandport Press.

CITIZEN PARTICIPATION:

Public Hearing:

Accompanying this application are documents demonstrating a well-publicized hearing notice, minutes, and an attendance list for the CDBG-EDP required public hearing on March 1, 2023, that was part of the regularly scheduled Select Board meeting. The Town offers attendance in-person and remotely. The public notices informed interested parties to contact the Town’s acting Town Manager in advance for any questions or to submit written comments if they were unable to attend.

The meeting was advertised in the Lincoln County News, which is a local newspaper that publishes every Wednesday. The meeting was also uploaded to the local television station (LCTV) and is made available for viewing online.

Opportunity Zone Priority:

The proposed project area is not located within a certified Opportunity Zone at the time this application is being submitted.

**STATE OF MAINE
COMMUNITY DEVELOPMENT BLOCK GRANT
COVER SHEET AND CERTIFICATIONS
Economic Development Program**

Please note that all information requested in this application must be included for the application to be considered complete. Please refer to Page 8 for the Economic Development Program Application Package Requirements. The Office of Community Development (OCD) will only process complete applications. All materials submitted to OCD in connection with your EDP application shall become the property of OCD, unless otherwise requested and shall be retained or destroyed in accordance with OCD's file retention policy.

I. APPLICANT MUNICIPALITY INFORMATION

Municipality: **Town of Damariscotta** County: **Lincoln**

Mailing Address: **21 School Street** State: **ME** Zip Code+4: **04543-4615**

Manager/Contact Person: **Andrew Dorr** E-Mail: **adorr@damariscottame.com**

Phone: **207-563-5168** Fax: **207-563-6862**

Applicant Municipality DUNS (Dunn & Bradstreet) #:
(visit <http://fedgov.dnb.com/webform> if business needs to obtain a number)

II. APPLICANT BUSINESS INFORMATION

Legal Name of Business: **Du Jardin**

Legal Address of Business where jobs will be created and/or retained: **2 Hodgdon Street**

Town/City: **Damariscotta** State: **ME** Zip Code: **04543** County: **Lincoln**

Manager/Contact Person: **Susan Chalmers**

Phone: **207-563-6256** Fax: **N/A**

Email: **Dujardin.me@gmail.com** Website: **dujardinbeauty.com**

Please check if you Own Lease Rent

Square Feet: _____ Monthly Payment: _____ Replaced by New Facility Yes No

Federal Employer Identification Number: **27-1589210** (of applicant business)

Applicant Business DUNS (Dunn & Bradstreet) #: **118918415**
(visit <http://fedgov.dnb.com/webform> if business needs to obtain a number)

Is the Applicant Business currently in bankruptcy proceedings? Yes No

Has the Applicant Business or any owner of more than 20% of the Applicant Business been in bankruptcy proceedings in the last ten years? Yes No

If the answer to either of the above is "Yes," please give particulars, including the court location and docket # of the proceedings.

Type of Entity: C Corp S Corp Sole Proprietorship Partnership
 Limited Liability Company (list "type"): Other (list):

State of Organization: **Was Sole Proprietorship that became LLC in 2023.**

III. BUSINESS OWNERSHIP (attach additional sheets as necessary)

Name and Title: **Susan Chalmers**

% of Ownership: **100%**

Legal Address: **2 Hodgdon Street, Damariscotta, ME.**

Annual Compensation: **N/A**

Name and Title:

% of Ownership:

Legal Address:

Annual Compensation:

IV. PROPOSED SOURCES AND USES OF FINANCING

Sources:	Amount:	Uses:	Amount:
Bank	\$0	N/A	\$0
Owner Cash Contribution	\$0	N/A	\$0
CDBG	\$60,000	Equipment, Inventory	\$60,000
Other (Specify): Website Development	\$45,000	E-Commerce Updates	\$45,000
Total Project Cost	\$105,000	Total Project Cost	\$105,000

V. PROPOSED COLLATERAL

Available to secure job creation or job retention connected with the grant of CDBG funds in the event DECD elects to secure such requirement/repayment with assets of the Applicant business for a term of up to five years; to secure CDBG Economic Development Program Funds

Type/Description	Existing Lienholder	Outstanding Balance	Available Collateral

VI. SUMMARY OF BUSINESS EMPLOYMENT AND BENEFITS

Current Employment:

Full-Time #

0

Part-Time #

0

Projected Employment Increases Over Next 12 Months:

Full-Time #

2

Part-Time #

0

Minimum Starting Hourly Wage:

Full-Time \$

16

Part-Time \$

16

In determining CDBG National Objective compliance with job creation/retention only **Permanent** jobs may be counted; temporary jobs may not. Full time jobs require a worker to work at least 1750 hours per year. Part time jobs require a worker to work at least 875 hours but less than 1750 hours per year. Part-time jobs **must** be converted to Full Time Equivalents (FTE). A FTE is defined as two part time jobs. **Seasonal** jobs may count only if the seasonal job lasts long enough and provides sufficient income to be considered the employee's principal occupation. (Contact OCD prior to counting seasonal jobs towards LMI benefit.) **All** permanent jobs created by the project must be counted, regardless of funding source(s). Jobs indirectly created by the project (i.e., remote location, "trickle down" jobs) do not count.

Number of positions to be created as part of this development project by job classification identifiers:

Managerial/Officer Professional Technical Sales Clerical/Office
 Craftworker Operatives Laborer Service Worker

VII. CERTIFICATION BY AUTHORIZED OFFICIAL OF MUNICIPALITY AND BUSINESS

1. State Certifications

- a. To the best of my knowledge and belief, the information in this Application is true and correct;
- b. the governing body of the applicant has duly endorsed the document;
- c. the proposed project has been reviewed and it complies with the Community's comprehensive plan and/or applicable state and local land use requirements;
- d. will work with the Office of Community Development to develop a detailed project if it receives a conditional award; and
- e. will comply with all applicable State laws and regulations.

2. Federal Certifications

- a. will take actions to affirmatively further fair housing and implement CDBG activities in compliance with Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968;
- b. will not attempt to recover capital costs for the construction of public improvements, assisted in whole or in part with CDBG funds, by charging special assessments or fees against properties owned and occupied by persons of low and moderate income, including any fee, charge or assessment made as a condition of obtaining access to such public improvements, unless:
 - (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or
 - (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and the applicant certifies that it lacks sufficient CDBG funds to comply with the requirements of clause (i) above.
- c. prior to expenditure of CDBG funds, it will establish a local community development plan that identifies the Community's housing and community development needs, including the needs of low and moderate income, and the activities to be undertaken to meet them;
- d. will provide in a timely manner for citizen participation, public hearings, and access to information with respect to the Maine CDBG Program and the proposed local CDBG project/program. Indicate in public notices and at public hearings that the State program is competitive, the maximum grant amount that can be requested, and the general type of activities contained in the proposed local program. Also announce in public notices the availability of the local program plan/application, describe the Community's previous CDBG performance (if any), and how the Community will collect, consider and maintain all oral and written comments received on the proposal;
- e. will adopt and follow a residential anti-displacement and relocation assistance plan which complies with Section 104 (d) of the Housing and Community Development Act of 1974, as amended, that at a minimum provides for the replacement of all low/moderate income dwelling units that are demolished or converted to a non-LMI housing use as a direct result of CDBG assistance, and a relocation assistance component;
- f. is not listed on U. S. Department of Labor's Debarred and Suspended Contractor's List and will not employ contractors or subcontractors on this list;
- g. will comply with the requirements of Section 319 of Public Law 101-121 regarding government-wide restrictions on lobbying; and
- h. with the exception of administrative or personnel costs, it will verify that no person who is an employee, agent, consultant, officer, or elected official or appointed official of state or local government or of any designated public agencies, or subrecipients which are receiving CDBG funding may obtain a financial interest or benefit, have an interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to CDBG activities, per 24 CFR Part 570.611.
- i. Jobs created/retained must be in the community applying for the EDP award, new jobs to that community and not associated with any other branches of the assisted business located in another community.
- j. Transfer positions cannot be counted toward the job creation/retention requirements.
- k. All projects must document that at a minimum, 51% of all jobs created or retained as a result of the funded activity must be taken/held by persons of low and moderate income as defined by HUD.
- l. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); and because all or parts of the applicant's income is derived from any public assistance program; or because the applicant has, in good faith, exercised any rights under the Consumer Credit Protect Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission. If a person believes that he or she was denied assistance in violation of this law, they should contact the Federal Trade Commission, Washington DC 20580.
- m. I/We understand that by signing this application I/We authorize the Maine Office of Community Development (OCD) to make inquiries as needed to verify the accuracy of the information and to determine

creditworthiness. I/We certify the information is true and accurate and is provided for the purpose of obtaining a grant and/or loan. OCD will maintain the confidentiality of this information and it will not be released without authorization.

3. CDBG Program Certifications.

The Municipality certifies that (1) it is capable of investigating the Applicant Business and the proposed Development Project to determine that the job creation and/or job retention requirements can be met, (2) it has investigated the Applicant Business and the proposed Development Project and determined that the job creation and/or job retention requirements can be met, (3) the EDP assistance to the Applicant Business is for a Development Project that is necessary and appropriate, (4) the EDP assistance to be provided is commensurate with the community benefits that will accrue from the Development Project, and (5) the Municipality will comply with the documentation requirements for jobs created and/or jobs retained and are cognizant of the requirements that should the intended Job Creation/Retention National Objective of the CDBG program; (6) understand that DECD may elect to secure such requirement/repayment with assets of the Applicant Business for a term of up to five years should this project be approved for funding; and (7) it and the applicant fully understand that DECD may deduct from the amount of any Grant the cost of legal fees associated with the review, underwriting and securing of collateral should this project be approved for funding.

4. Liabilities:

The borrower has no liabilities except as contemplated by this grant and/or loan agreement and fully disclosed in the borrower’s financial records as presented to the Government (in your case, DECD). Such financial records are true and correct. No data was withheld and no material adverse change in the borrower’s financial position has occurred which would adversely effect such statements. The borrower’s assets are not less than its liabilities as determined in accordance with generally accepted accounting principles and the borrower is solvent.

5. Litigation and Taxes:

There are no actions, suits or proceedings pending or, to the knowledge of the borrower, threatened against or affecting the borrower at law or in equity before any court or administrative officer or agency which might result in any material adverse change in the business or financial condition of the borrower. The borrower is not in default (a) in the payment of any taxes levied or assessed against it or any of its assets or (b) under an applicable statute, rule, order, decree, writ, injunction or regulation of any governmental body (including any court).

Signature of Authorized Municipal Official:	Name: Andrew Dorr
Date:	Title: Town Manager
Signature of Authorized Business Representative:	Name: Susan Chalmers
Date:	Title: Owner

Community Development Block Grant Economic Development Program

EDP PROJECTS IN SUPPORT OF RETAIL BUSINESSES

Not Applicable

OCD may accept an EDP application in support of a retail business activity only under the following limited conditions:

- (1.) The retail business represents the provisions of new products and services previously unavailable in the community or is a tourism-related business; and
- (2.) The development or expansion of the retail business represents a net economic gain for the community and the region. Applications supporting a retail business or businesses are required to certify that the development represents a new overall gain for the region economy and not a shift from existing established businesses to a new or expanded one; and
- (3.) The retail business is located in either a downtown district meeting the definition of Public Law 776 enacted by the 119th legislature; or a designated local growth area contained in an adopted and consistent comprehensive plan; and
- (4.) At least 50% of the jobs created by the retail business must be full-time jobs.

Signature of Municipal Official:	Name:
Date:	Title:
Signature of Business Representative:	Name:
Date:	Title:

Community Development Block Grant Economic Development Program

GRANTEE/BUSINESS ASSURANCES JOB CREATION

The Business (as identified below), having applied for funding from the Municipality (as identified below) through the Maine Community Development Block Grant (CDBG) Program agrees to create a minimum of **Two (2) Full Time Equivalent** new jobs above the employment baseline within approximately a 12 month period from the time the CDBG EDP application is notified of grant award. The specific job creation deadline date will be stated in the CDBG contract between the Municipality and the State of Maine. The Business also agrees that at least 51% of the new full-time and full-time equivalent jobs must be taken by qualified low-to-moderate income (LMI) persons in compliance with the Maine CDBG program rules, regulations and policies. The Business will verify the job creation achievements and assist the Municipality in compiling the appropriate documentation as required by the Maine CDBG Program.

In determining CDBG National Objective compliance with job creation only **Permanent** jobs may be counted; temporary jobs may not. Full-time jobs require a worker to work at least 1750 hours per year. Part-time jobs require a worker to work at least 875 hours but less than 1750 hours per year. Part-time jobs **must** be converted to Full-Time Equivalents (FTE). An FTE is defined as two part time jobs. **Seasonal** jobs may count only if the seasonal job lasts long enough and provides sufficient income to be considered the employee's principal occupation. (Contact OCD prior to counting seasonal jobs towards LMI benefit.) **All** permanent jobs created by the project must be counted, regardless of funding source(s). Jobs indirectly created by the project (i.e., remote location, "trickle down" jobs) do not count.

It is understood by the Business and the Municipality that, in the event the job creation goals are not met within the prescribed time frame and according to the regulations of the State of Maine Community Development Block Grant Program, the State of Maine will exercise its right and seek repayment from the Municipality in accordance with the contract provisions and the Municipality may exercise its rights and seek repayment in accordance with the default provisions contained in any agreement it may have with the Business.

Having read and fully understanding the requirements set forth in this agreement, the undersigned agree to the job creation requirements contained herein, and to comply with all regulations of the U.S. Department of Housing and Urban Development and the State of Maine governing this program including submission of quarterly status reports regarding job creation benefit.

Signature of Municipal Official:	Name: Andrew Dorr
Date:	Title: Town Manager
Signature of Business Representative:	Name: Susan Chalmers
Date:	Title: Owner

INSTRUCTIONS FOR COMMITMENT LETTERS

Economic Development Program applicants must provide sufficient evidence that all other financial commitments are in place for this project. To meet this requirement, letters of commitment must be submitted with the application and must include the following elements as appropriate to the type of project being considered:

1. The individual signing the commitment letter must identify their authority to commit the resources necessary to this proposal and provide documentation of same.
2. Indication that the loan has been approved by the individuals or committees, corporate board etc., empowered to lend the stated commitment and provide documentation of same.
3. Indication that the institution/entity will lend the funds subject to any conditions such as:
 - Loan amount
 - Term of loan
 - Loan interest rate
 - Guarantee and insurance requirements
 - Collateral or security for loan
 - Use of loan funds
 - Expiration date of commitment
 - Reasons why additional funds will not be provided
 - Business/owner/partner committing personal matching funds must provide documentation (i.e., bank statement) showing that cash exists and is accessible at time of application

Commitments from public financing sources must approximate as closely as possible the content of a commitment letter from a private financial source. If the public source requires a formal acceptance of the loan or grant conditions, an executed acceptance notice must be included with the commitment letter.

Equity

For applicants who have committed equity in the project explain the nature of the equity injection, particularly the conditions for its use and repayment. Include as a commitment letter as described for commitments.

Community Development Block Grant Economic Development Program Budget Summary

Cost Category	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	CDBG	Local	State	Utility	Federal	Other	Total
Acquisition (if allowable)							
Clearance/Demolition							
Site Improvements							
New Building Construction							
Building Renovations							
Water/Sewer Improvements/Drainage							
Lighting							
Roads & Streets							
Parking							
Utility Lines/Fiber Optics							
Rail Lines & Spurs							
Equipment	\$47,000						\$47,000
Inventory	\$13,000						\$13,000
Fixtures							
Working Capital							
Professional Fees							
Legal Expenses							
Inspection							
Architectural/Engineering							
Other (List)							
1. Website and online improvements						\$45,000	\$45,000
2. Commercial Kitchen Rental							
TOTAL COSTS	\$60,000					\$45,000	\$105,00

Directions for Completing Budget Summary

1. For each applicable cost (cash and in-kind) in the Cost Category column, list the projected dollar amount for all applicable funding sources in columns 1-6.
2. List the total dollar amount for each cost category in column 7, Cost Category Total
3. Enter the total of all Cost Category amounts in column 7 in the TOTAL COSTS box directly under column 7.
4. Submit a copy of this Summary with the original application.

Community Development Block Grant Economic Development Program

CONSUMER CREDIT AUTHORIZATION

You have submitted a request to the Department of Economic and Community Development (DECD) to provide financing through the Office of Community Development administered Community Development Block Grant Program.

The DECD designee's procedure for reviewing this kind of request include the purchase and review of credit reports, which include information on both the Business, and primary principals of businesses. A primary principal is any person having an ownership interest in the company of twenty percent (20%) or more. Prior to ordering these reports the DECD must have written permission from each primary principal. Please sign below acknowledging notification of the DECD's intent to order consumer credit information in the Business and/or your name and providing your permission to do so.

The DECD will not proceed with review of the financing request without these reports. Therefore, this form must be signed by all applicable individuals and included with your application.

Thank you in advance for your cooperation.

The undersigned acknowledges the above and gives permission to DECD and/or its designee to acquire any consumer credit information or reports it requires in connection with the above referenced application for financing assistance.

Signature:	Printed Name: Susan Chalmers
Title: Owner	Date:
Ownership Percentage: 100%	Social Security Number:

Community Development Block Grant Economic Development Program

Financial Summary Statement (not required for municipally owned projects)

Provide the following information on the current obligation of the Business to be assisted for the following:

Current Debt	Debt Holder	Rate/Term	Payment	Collateral

Proposed new obligations of the Business after EDP assistance:

Proposed Debt	Debt Holder	Rate/Term	Payment	Collateral
\$60,000	CDBG	N/A	N/A	Equipment

Maine Community Development Block Grant Program

Environmental Review Statement: Categorically Excluded, Converted to Exempt Review

Project Name: Du Jardin CDBG-EDP

Project

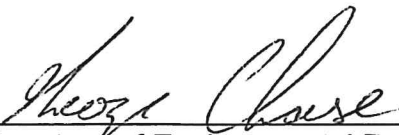
Location: Town of Damariscotta

Contact Person: Andrew Dorr, Town Manager

The following activities have been reviewed under 24 CFR 58.34(a) and have been found to be categorically excluded from the provisions of the National Environmental Policy Act (NEPA). Further review under Section 58.35(c) and 58.35(d) determined that no compliance actions related to laws and authorities listed in Section 58.5 and 58.6 are required and no extraordinary circumstances exist as given in Section 58.2(a)(3). Therefore, in accordance with Sections 58.34(a)(12) and 35(c) and (d), the following Environmental Review and Clearance Record with appropriate attachments is submitted as sufficient evidence that no further environmental action is needed for execution of the project described. This submission serves as a request for release of CDBG funds for the categorically excluded and converted to exempt activities identified below. Signature certifies that environmental review possibilities have been completed as required and information on comments received is included in this submission.

LIST PROJECT ACTIVITIES:

1. Purchasing equipment and raw ingredients to prepare FDA-approved self-care products.
2. Purchasing a heat pump and shelving units to maximize existing space.
3. Purchasing a van to expand into new markets.



Signature of Environmental Review Officer

13 Feb 2023

Date



Signature of Chief Executive Officer

2/22/23

Date

Du Jardin Complex Ingredients Used

Feb 9, 2023

**** Sodium Hydroxide [LYE], Bead Form & Food Grade
Vegetable Glycerin**

LexFeel 5: a natural cyclomethicone alternative

Germall Plus, natural water-soluble preservative

Optiphen Plus, natural water-soluble preservative

Arrowroot Powder: all natural replacement for talc & cyclomethicone

Rubbing Alcohol

White Vinegar

Distilled Water

Citric Acid, food grade

Polysorbate 20: Allows essential oils to bind with water. This product is not on the CA Prop 65 list of toxic chemicals.

Pure Sugar Cane Alcohol [190 proof]: dilute with distilled water

Cetyl Alcohol Flakes: This mild, non-toxic and non-irritating waxy material is a saturated linear chain cetyl alcohol that can enhance the stability and texture of creams and lotions.

Stearic Acid: Triple pressed palm Stearic Acid that is cosmetic grade

Sodium Lactate: This is a 60% sodium salt water solution



**Town of Damariscotta, Maine
March 1, 2023**

Board of Assessors/Select Board Meeting

Join Virtually

Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

AGENDA

- I. Pledge of Allegiance**
- II. Public Hearing: CBDG Economic Development Program – Du Jardin**
- III. Board of Assessors Meeting: Call to Order**
 - 1. Abatements**
 - i. 2023-5, 2023-6, 2023-7, 2023-8
 - 2. Supplemental Tax Certificate and Warrant**
 - 3. Adjourn Board of Assessor’s Meeting**
- IV. Select Board Meeting: Call to Order**
 - 1. Minutes**
 - i. February 15, 2023 Select Board Minutes
 - 2. Financial Reports**
 - i. Payroll Warrants #
 - ii. Accounts Payable Warrants #
 - 3. Citizen Comments and General Correspondence**
 - 4. Town Manager Items**
 - i. Capital Project Updates
 - ii. Legislative Updates
 - 5. Official Action Items**
 - i. Sewer Lines Transfer of Ownership
 - ii. Sewer Easement
 - iii. CDS Authorization
 - 6. Select Board’s Discussion Items**
 - 7. Adjournment**

TOWN OF DAMARISCOTTA
Office of Selectmen, Assessors, Town Clerk, Tax Collector and Treasurer

WE HEREBY CERTIFY, that the accounts listed contain a list of estates, real and personal, to be abated for the fiscal year 2020 (July 1, 2019 to June 30, 2020) located within the Town of Damariscotta, under title 36, MRSA sec 841.

Reference Code:

Ref #	Account	Taxpayer	Abatement Amount	Reason
2023-5	642	Michael & Pricilla Cahill Trust, James F. Day Trustee	\$416.25	Homestead exemption removed in error.
2023-6	259	Bangor Savings Bank	\$6278.72	Building removed 3/14/22 with no Demo Permit
2023-7	603	Forrest C Hunt living Trust Karen N Hunt Living Trust	\$672.66	This lot was not transferred on deed covering 2 combined lots.
2023-8	1445	PLUMMER, HOWARD	209.79	Assessed wrong owner, MH sold 2021 - just notified.

IN WITNESS THEREOF, we have set our hands this day: March 1, 2023

Assessors of Damariscotta

Tax Collector:	Initials: _____	Date: _____
Computer Adjustments:	Initials: _____	Date: _____
Assessor Adjustments	Initials: <u>CVR</u>	Date: <u>2/22/23</u>
Letter to Taxpayer:	Initials: _____	Date: _____



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

March 1, 2023

Michael & Pricilla Cahill Trust,
James F. Day Trustee
52 Front Street
Bath, ME 04530

PROPERTY REVIEWED: Real Estate Account #642 Map 001 Lot 008-002

CURRENT ASSESSED VALUE:

Land	Buildings	Exemptions	Total
\$117,700	\$168,500	\$0	\$286,200

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land	Buildings	Exemptions	Total
\$117,700	\$168,500	\$25,000	\$261,200

Remarks: Abatement in the amount of \$416.25 has been granted.

Abatement Calculation ($\$286,200 - \$261,200 = \$25,000.00 \times .01665$ (ty23 mil rate) = \$416.25 tax abatement)

Reason:

Homestead exemption removed in error.

The Tax Collector, will process this abatement in the coming days. If you have any questions regarding how the abatement will be credited, please contact the town office.

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

March 1, 2023

BANGOR SAVINGS BANK
35 MILES ST
DAMARISCOTTA, ME 04543-4047

PROPERTY REVIEWED: Real Estate Account #259 Map 006 Lot 028

CURRENT ASSESSED VALUE:

Land	Buildings	Exemptions	Total
\$225,000	\$377,100	\$0	\$602,100

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land	Buildings	Exemptions	Total
\$225,000	\$0	\$0	\$225,000

Remarks: Abatement in the amount of \$6,278.72 has been granted.

Abatement Calculation ($\$602,100 - \$225,000 = \$377,100 \times .01665$ (ty23 mil rate) = \$6,278.72 tax abatement)

Reason:

Building removed 3/8/2022 without notice.

The Tax Collector, will process this abatement in the coming days. If you have any questions regarding how the abatement will be credited, please contact the town office.

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

March 1, 2023

FORREST C HUNT LIVING TRUST
KAREN N HUNT LIVING TRUST
KATHERINE H CHADWICK, TRUSTEE
530 WATER STREET
GARDINER, ME 04345

PROPERTY REVIEWED: Real Estate Account #603 Map 007 Lot 008

CURRENT ASSESSED VALUE:

Land	Buildings	Exemptions	Total
\$40,400	\$0	\$0	\$40,400

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land	Buildings	Exemptions	Total
\$0	\$0	\$0	\$0

Remarks: Abatement in the amount of \$672.66 has been granted.

Abatement Calculation ($\$40,400 - \$0 = \$40,400 \times .01665$ (ty23 mil rate) = \$672.66 tax abatement)

Reason:

This lot was not transferred on deed covering 2 combined lots.

The Tax Collector, will process this abatement in the coming days. If you have any questions regarding how the abatement will be credited, please contact the town office.

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

March 1, 2023

Plummer, Howard
PO Box 191
S. Bristol, ME 04568

PROPERTY REVIEWED: Real Estate Account #1445 Map 001 Lot 068-919

CURRENT ASSESSED VALUE:

Land	Buildings	Exemptions	Total
\$0	\$12,600	\$0	\$12,600

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land	Buildings	Exemptions	Total
\$0	\$0	\$0	\$0

Remarks: Abatement in the amount of \$209.79 has been granted.

Abatement Calculation ($\$12,600 - \$0 = \$12,600 \times .01665$ (ty23 mil rate) = \$209.79 tax abatement)

Reason:

Mobile Home was sold in 2021. Just notified.

The Tax Collector, will process this abatement in the coming days. If you have any questions regarding how the abatement will be credited, please contact the town office.

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta

SUPPLEMENTAL TAX CERTIFICATE AND WARRANT

Warrant number _____

Year 2023

We the undersigned assessors of Damariscotta, County of Lincoln, and State of Maine, hereby do commit to Tara Oliver, current tax collector, the following list of supplemental taxes in the amount totaling \$ 882.45 which were omitted from assessment, or were invalid or void by reason of illegality, error or irregularity in assessment from the 4/1/2022

Valuation records. The powers of the original warrant dated 8/17/2022 for fiscal year 2023 are extended by virtue of Title 36 MRSA Section 713 as amended.

Payment #1 is due: 4/30/2023

Interest begins to accrue: 5/1/2023

<u>NAME</u>	<u>MAP/LOT</u>	<u>ACCT</u>	<u>VALUE</u>	<u>TAX</u>
Blanchard, Emmalie Kaler, Logan Assessed to Incorrect Owner – MH Sold in 2021, were just notified. See Abatement 2023-8	001-068-919	1445	\$12,600	\$209.79
Poland, Clara E. Grinnell, Eamon T Lot transfer missed on multiple lot deed. See Abate 2023-7	007-008	603	\$40,000	\$672.66

Given under our hands March 1, 2023

Daryl Fraser, Chairperson

Andrea Keushguerian

Joshua Pinkham

Tom Anderson

Louis Abbotoni

ASSESSORS OF DAMARISCOTTA

Distribution:

Original to Tax Collector

One copy to Treasurer

One copy after last item in Valuation Book being supplemented.



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

February 15, 2023

Blanchard, Emmalie
Kaler, Logan
5 Barstow Road
Damariscotta, ME 04543

PROPERTY REVIEWED: Map 001 Lot 068-919 Account# 1445

CURRENT ASSESSED VALUE:

Land: \$0.00 Buildings: \$0.00 Total: \$0.00

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land: \$0.00 Buildings: \$12,600 Total: \$12,600

Remarks: A Supplemental assessment in the amount of \$209.79 has been issued.

Supplemental Calculation ($\$12,600.00 - \$0 = \$12,600.00 \times .01665$ (ty23 mil rate) =
\$209.79 Supplemental tax)

Reason:

Assessed to the incorrect owner. MH sold in 2021, just notified. See Abatement 2023-8

Sincerely,

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta



TOWN OF DAMARISCOTTA
ASSESSOR'S OFFICE
21 School Street
Damariscotta, ME 04543
Phone: (207) 563-5168

NOTICE OF PROPERTY TAX ASSESSMENT REVIEW

March 1, 2023

Poland, Clara E
Grinnell, Eamon T
15 Chapman Street
Damariscotta, ME 04543

PROPERTY REVIEWED: Map 007 Lot 008 Account# 603

CURRENT ASSESSED VALUE:

Land: \$0.00 Buildings: \$0.00 Total: \$0.00

FINDINGS: After review of the assessments, the following adjustment has been made:

Adjusted Assessed Value:

Land: \$40,000 Buildings: \$0 Total: \$40,000

Remarks: A Supplemental assessment in the amount of \$672.66 has been issued.

Supplemental Calculation ($\$40,000 - \$0 = \$40,000 \times .01665$ (ty23 mil rate) = \$672.66 Supplemental tax)

Reason:

This lot was not transferred in error on multiple lot transfer. See Abatement 2023-7

Sincerely,

Edward Hodgins, CMA
Assessor Agent
Town Of Damariscotta



**Town of Damariscotta, Maine
March 1, 2023**

Board of Assessors/Select Board Meeting

Join Virtually

Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

AGENDA

- I. Pledge of Allegiance**
- II. Public Hearing: CBDG Economic Development Program – Du Jardin**
- III. Board of Assessors Meeting: Call to Order**
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 - iii. CDS Authorization
 - 6. Select Board’s Discussion Items**
 - 7. Adjournment**



Town of Damariscotta
21 School Street
Damariscotta, Maine 04543
(P) 207-563-5168 (F) 207-563-6862

Andrew Dorr
Town Manager

Town Manager's Report

February 25, 2023

1. Capital Projects

Hodgdon St

As of yesterday, I have not seen the bid specifications for this project. Last update I received from the engineer was that the staff person they relied on to help with drafting the bid specifications was out of the office, but that they were trying to move it along as quickly as possible. I will have an update before Wednesday as to this timeline to bid the project.

Miles St

The contractor has submitted the amended bid form for Phase I of this project. With the desire to take this project to the Bristol Rd, the engineers felt we should further increase the size of the large culvert to 48", up from the originally bid 42". This increases the project cost by \$7,410. There are modifications to the water system improvements for Miles Hospital that need to be verified and approved by the hospital staff as it represents an increase of \$59,075. The engineer on this project has been out of the office most of the last 10 days and will need to help identify what can be done. It is unclear if the contract will be available for the board to approve by Wednesday.

Phase II numbers have been provided and are under review by the engineer. Initial look shows a project cost higher than what was estimated and will require the town and hospital staff to decide what or if Phase II can happen now. Depending on how quick we can all meet, I may have more to share on Wednesday, but it is not expected to have the board approve a contract for Phase II at this time.

Downtown Parking Lot

The committee is expected to review the preliminary engineering report for Phase II in their March meeting. Jan Wiegman and I met with the EDA representatives that will be taking the project forward on Feb 24. The meeting was informative and incredibly helpful to answer some of the lingering questions regarding this process to revise the scope of work. Our project team will meet

on Tuesday to finalize our economic impact statement to be submitted by March 3rd.

Church St

Our federal delegates have sent notice to town staff about this year's Congressional Direct Spending/"Earmark" application process. I am reviewing that now and have already met with a couple of potential project partners to pull an application together that incorporates Church St sidewalk/drainage, 1B multi-use bi-lane, and Hodgdon St drainage/shared street improvements. The multi-faceted project includes necessary improvements or projects that the town has committed to funding. I do have a meeting scheduled with DOT staff and will confirm the funding source for their project along 1B depending on how they are funding the project, we might be able to include our match in the CDS request.

2. 131st Legislature – Bill status/updates.

- a. LD 88: This bill establishes the Local Government Cannabis Revenue Fund and requires the transfer to the fund of revenue from the sales tax on adult use cannabis and adult use cannabis products and the cannabis excise tax. The fund must be distributed to a municipality where cannabis establishments are operating in proportion to the ratio of revenues generated by the sales and excise taxes on adult use cannabis and adult use cannabis products within the municipality to the revenues generated by all cannabis establishments operating in the State.

3. Planning Services

- a. Planning Board/Applicant Support/General Planning - I have reviewed and signed the contract with MCOG. This will provide the town with access to services relating to our site plan review process and assist the Planning Board and applicants for those meetings. There is a range of other services that can be completed with their hours that I will look to utilize as well.
- b. Comprehensive Planning Services - At the last meeting there was some discussion about looking into additional sources for assisting the town with their comprehensive planning effort. After reaching out to two other consultant services, I am still waiting to hear back before approving a contract. One has provided me with their rate, ability, and availability. I expect to have heard back from the other service provider by Wednesday. When reviewing the three options, I am prioritizing the cost of the services, their ability to assist the town in moving forward with the least amount of delay, as well as consideration for their familiarity with our current effort.

4. Solar Expansion

Over the last two months, there have been a couple of meetings with SunDog Solar about the possibility of expanding the solar system at the old landfill site. This was spurred by a request from the Great Salt Bay School District as they had asked about the ability to use some of the unused landfill area to construct an array. After the meetings, it was determined that a logical step forward would be to submit an application to CMP to get it in the queue. With the potential for the town's desire to expand it's system in the future, if needs arise, I think the town should share in the cost of this application so we have access to any of the results/data that arises. The estimated cost for submitting the Level 2 application is \$2,100 which includes PE stamped single line diagram, site map, complete application, CMP results of technical screening, and a supplemental review. The other option is to simply submit a pre-application to CMP noting the interest, but we would still need to complete the Level 2 application if ever deciding to move forward. **If the board is in agreement, I can utilize professional service fees in the Highway Dept to share in this cost to submit a Level 2 application.**

Agenda Items

Board of Assessors

1. This BOA meeting is to consider granting abatements to four (4) accounts. In addition to the abatements, there is a supplemental tax certificate and warrant that sends notice to two accounts as they were omitted from the original 2023 assessment. Rob from RJD Appraisals is expected to attend to explain these to the board.

Select Board

1. Sewer Line Transfer - the special town meeting granted the authority to the Select Board to execute the agreements related to the sewer line transfer. The board should entertain a motion to execute the agreement which can then be presented to the GSB Sanitary District Board meeting on March 8th.

Recommended Motion: On motion (_____ / _____) to sign the Agreement Regarding the Transfer of Ownership of Sewer Lines in the Damariscotta Municipal Parking Lot to the Great Salt Bay Sanitary District.

Vote ___ / ___ / ___

2. Sewer Easement - this easement accompanies the transfer of the sewer lines and provides GSBSD with the footprint needed to lay, relay, repair, alter, enlarge, maintain and remove pipes upon or under said easement.

Recommended Motion: On motion (_____ / _____) to sign and grant the prepared Sewer Easement to the Great Salt Bay Sanitary District.

Vote ___ / ___ / ___

3. CDS Authorization - As I mentioned in my manager's report, I am working towards submitting an application for federal funding to support some of our projects. As the program details are reviewed further, the project scope may grow to include a couple of partner projects that are directly connected to our scope. Is the board in agreement with authorizing the submission of an application for CDS project funding to include Church St, Hodgdon St, Business Rt 1, and potentially other connective trail work for project partners?

Recommended Motion: On motion (_____ / _____) to authorize the Town Manager to submit a CDS request for various town projects.

Vote ___ / ___ / ___

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that **THE INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a body corporate and politic located in Lincoln County, Maine, (hereinafter "Grantor") with a mailing address of 21 School Street, Damariscotta, ME 04543, for consideration of One Dollar (\$1.00) and other valuable consideration paid, hereby grant, quitclaim and release to **GREAT SALT BAY SANITARY DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine and having a principal place of business at and mailing address of 121 Piper Mill Road, Damariscotta, ME 04543 (hereinafter "Grantee"), the right and easement to construct, install and perpetually maintain and replace through, under, upon and across the **Easement Area** described in **Exhibit A**, sewer pipe(s) for conveying sewage and to lay, relay, repair, alter, enlarge, maintain and remove pipes upon or under said Easement Area with all necessary fixtures and appurtenances, together with the right at all times to make connections with said sewer pipe and/or pipes and to land adjoining said Easement Area by means of pipes and/or services; to remove vegetation that may interfere with the rights granted in this easement, and to excavate or fill said Easement Area, all to such extent as in the reasonable judgment of the Grantee is necessary for any of the above purposes; and to enter upon said Easement Area at reasonable times for any of the foregoing purposes. Grantee shall make every effort to provide Grantor's Town Manager with a minimum 48 hours of notice prior to undertaking work within the Easement Area. Also granting a temporary right, during times of construction, maintenance, repair or replacement, to enter upon land outside the Easement Area for purposes of accessing the pipes within the Easement Area.

Reserving to the Grantor, its successors and assigns, the use and enjoyment of said Easement Area for such purposes only as will in no way interfere with the perpetual use thereof by the Grantee, its successors and assigns, for the purpose above-mentioned, provided that no building of any kind or permanent structure shall be erected on said Easement Area by the Grantor, its successors assigns; and further provided that Grantor, its successors and assigns shall not remove earth from said Easement Area or place fill thereon without the written permission of the Grantee.

The rights granted hereby shall not be construed to prevent, interfere with or restrict Grantor from the use of the Easement Area.

As additional material consideration for this Easement, the Grantee, at its sole cost and expense agrees as follows:

(A) Grantee shall maintain and repair the sewer pipe(s) and related improvements and perform all work related to any necessary construction within the Easement Area in such a way, to the extent reasonably possible, as to preserve and protect the existing improvements on Grantor's Property adjacent to the Easement Area; and

(B) Grantee shall replace and restore any and all damaged or destroyed improvements and landscaping resulting from Grantee's exercise of its rights under this Easement to substantially the same condition they were in prior to Grantee performing any work under this Easement.

(C) Grantee shall promptly take all necessary actions to abate any and all nuisances or hazardous conditions caused by or resulting from its work;

(D) Grantee agrees, as a condition of this grant, that this Easement does not grant or give Grantee any right, excluding the condition of emergency, threat to person or property, or weather emergency, to, without Grantor's prior approval, (i) interfere with Grantor's utility services, (ii) block or obstruct a continuing means of ingress and egress by foot and vehicle to Grantor's property, or (iii) to bring any hazardous substances or materials (as defined in any local, state or federal law or regulations) onto Grantor's property (excluding however from such prohibition hazardous substances such as hydraulic fluid, gasoline and diesel fuel that are stored in the fuel tanks of Grantee's, and Grantee's agents and assigns, vehicles and construction equipment).

This Easement shall be permanent and perpetual.

IN WITNESS WHEREOF, Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, Joshua Pinkham and Tom Anderson, duly elected selectpersons of the Town of Damariscotta, Maine have caused this instrument to be executed this ___ day of _____, 2023.

Daryl Fraser, Selectman

Louis Abbotoni, Selectman

Andrea Keushguerian, Selectwoman

Joshua Pinkham, Selectman

Tom Anderson, Selectman

STATE OF MAINE
COUNTY OF LINCOLN

_____, 2023

Personally appeared the above-named Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, 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

Seen and Agreed to:

William H. Brewer, Trustee

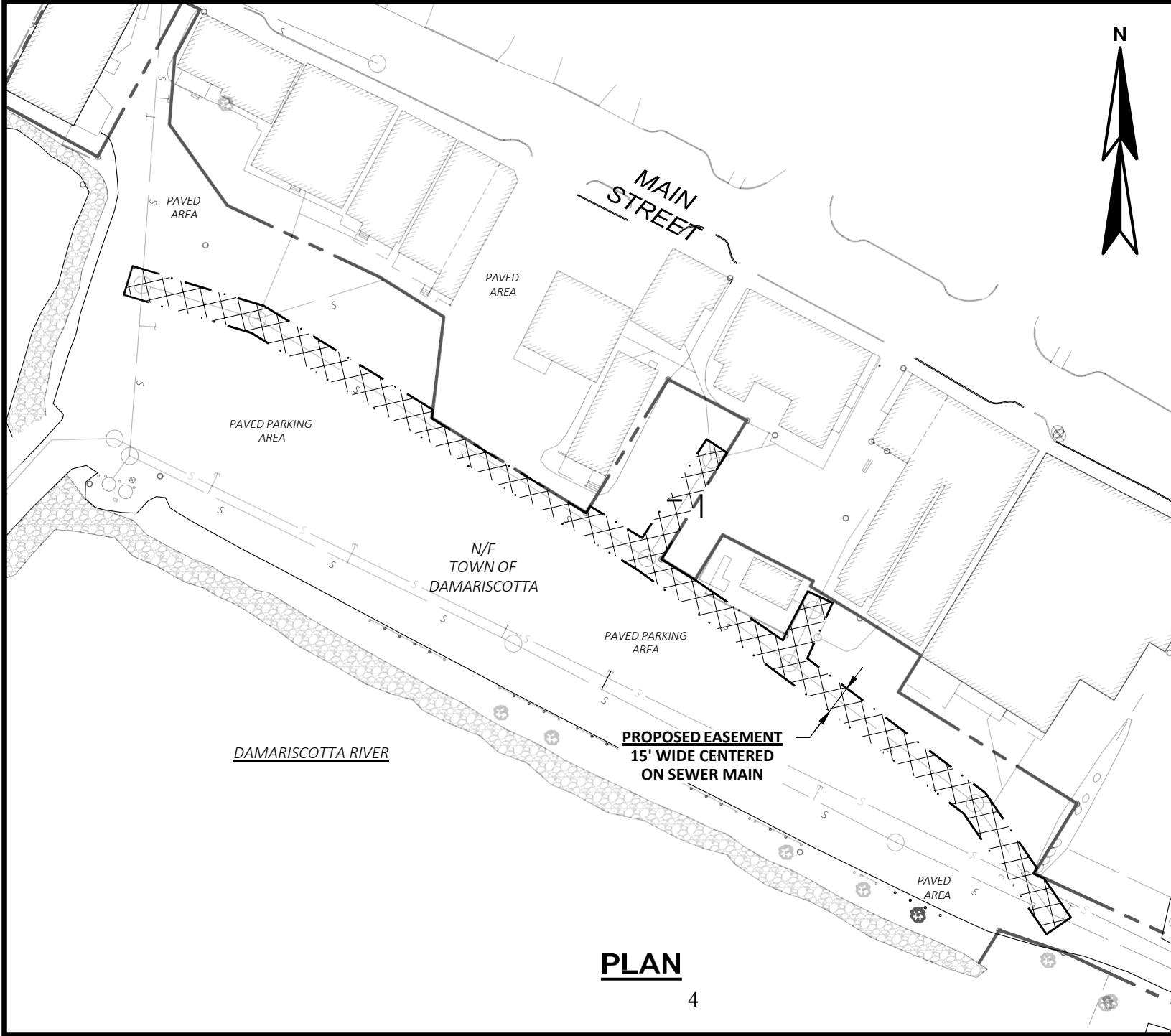
John D. Gallagher, Trustee

Lewis A. Cameron, Trustee

Allan H. Ray, Chairman

Louis Rector, Trustee

Robert Whear, Trustee



NO.	REVISIONS	DRAWN BY	APP'D
1			
2			
3			

**TOWN OF DAMARISCOTTA
MUNICIPAL PARKING LOT
SEWER IMPROVEMENTS**

PROJ. NO.: 20346 DATE: DECEMBER 2023

EASEMENT EXHIBIT

FIGURE: **E-1**



PLAN
4

**PROPOSED EASEMENT
15' WIDE CENTERED
ON SEWER MAIN**

DAMARISCOTTA RIVER

N/F
TOWN OF
DAMARISCOTTA

MAIN
STREET



**AGREEMENT REGARDING THE TRANSFER OF OWNERSHIP OF SEWER LINES IN
THE DAMARISCOTTA MUNICIPAL PARKING LOT FROM THE TOWN OF
DAMARISCOTTA TO THE GREAT SALT BAY SANITARY DISTRICT**

AGREEMENT made as of this ____ day of January, 2023 by and between **THE INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a body corporate and politic located in Lincoln County, Maine, with a mailing address of 21 School Street, Damariscotta, ME 04543, and **GREAT SALT BAY SANITARY DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 121 Piper Mill Road, Damariscotta, ME 04543 (hereinafter “Grantee”).

WHEREAS, Grantor has today transferred to Grantee sole ownership of the 8 inch sewer lines and manholes (the “System”) constructed in the Damariscotta municipal parking lot between the existing line from Main Street to the pump station in the municipal lot and the gravity sewer line from Water Street to the pump station, as more specifically described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, in connection with the transfer of the System, Grantor wishes to clarify the responsibilities of Grantor and Grantee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer.** Grantor hereby transfers to Grantee all of its ownership interest in and to the System.
2. **Acceptance.** Grantee hereby accepts the foregoing transfer of ownership from and after the date of this Agreement.
3. **Incorporation of Sewer Easement.** This transfer of ownership is made subject to and with the benefit of the terms and conditions of a certain Sewer Easement executed by the parties hereto on near or even date herewith, said Sewer Easement being recorded in the Lincoln County Registry of Deeds.
4. **Obligations of Grantee.** As consideration for this transfer, Grantee agrees to be responsible for all future maintenance, upkeep, replacement, repair, removal and the like of the System.
5. **As-Is/Where-Is.** Grantee accepts ownership of the System in an “as-is, where-is” condition, without recourse, having had the opportunity to inspect the System and having in fact taken multiple videos of the pipes and inspected the manholes.
6. **Indemnification and Hold Harmless.** Grantee hereby indemnifies and holds harmless the Grantor its officers, agents, and employees from any and all claims, suits, or

liabilities of every kind or nature arising out of or from any and all acts, error or omissions with respect to the maintenance or operation of the System by Grantee, its officers, agents, and employees.

7. **Maine Tort Claims Act.** The indemnification and hold harmless provisions contained in this Agreement, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of either party to any person for claims from which either party is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of either party under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the lesser of (i) the legal limits of its liability or (ii) applicable insurance policy coverage limits under any insurance policy either party is maintaining at the time of such claim. The provision contained in the foregoing sentence shall not limit any right that either party might otherwise have to obtain an injunctive relief against the other party or obtain recovery against either party's insurers, or any other action not involving the liability of either party. Under no circumstances shall either party ever be liable for indirect or consequential damages.

8. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, Joshua Pinkham and Tom Anderson, duly elected Selectpersons of the Town of Damariscotta, Maine have caused this instrument to be executed this ___ day of __, 2023.

Daryl Fraser, Selectman

Louis Abbotoni, Selectman

Andrea Keushguerian, Selectwoman

Joshua Pinkham, Selectman

Tom Anderson, Selectman

State of Maine
County of Lincoln

_____, 2023

Personally appeared the above-named Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, 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

IN WITNESS WHEREOF, **ALLAN RAY** has caused this instrument to be executed this _____ day of _____, 2023.

Allan H. Ray, Chairman of Great Salt Bay Sanitary District

State of Maine
County of _____

_____, 2023

Then personally appeared the above-named authorized and duly appointed chairman Allan H. Ray and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney-at-Law
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

Municipal Parking Lot Sewer Line Description Based on Record Drawings

The sewer line was constructed in the municipal parking lot between the existing line from Main Street to the pump station in the municipal lot and the gravity sewer line from Water Street to the pump station as depicted on a Wright-Pierce plan titled Town of Damariscotta Municipal Parking Lot Sewer Improvements, Site Plan and Profile, Dated 11-2-2023 and noted as Record Drawings. All sewer lines described below are 8" diameter PVC SDR 35 pipe, and all Sewer Man Holes (SMH) are 4 foot diameter precast concrete with precast concrete inverts.

The following description is for the sewer line that will be conveyed to the Great Salt Bay Sanitary District and refers to the plan referenced above. The conveyance will be for the 8" sewer mains and sewer manholes:

Segment 1

Starting at SMH-1 the 8 inch PVC sewer line runs approximately 58 feet to SMH - 2.

Segment 2

From SMH-2 the 8 inch PVC sewer line runs approximately 230 feet to SMH - 3 there is a 4 inch lateral from the Colby and Gale property that connects to the main approximately 179 feet from SMH -2.

Segment 3

From SMH-3 the 8 inch PVC sewer line runs approximately 87 feet to SMH -3A

Segment 4

From SMH-3A the 8 inch PVC sewer line runs approximately 116 feet to SMH - 4

Segment 5

From SMH-4 the 8 inch PVC sewer line runs approximately 69 feet to the intersection with the existing line from Water Street and is connected with a 22 degree bend

Segment 6

From SMH-3 the 8 inch PVC sewer line runs approximately 57 feet to SMH 7.

Segment 7:

From SMH-3A the 8 inch PVC sewer line runs approximately 27 feet to SMH - 3B.