



**Town of Damariscotta  
Board of Assessors and Select Board  
Meeting**

**November 19, 2025**

**Town Office**

**21 School St**

5:30 PM or Immediately following the  
Budget Workshop

*Join Virtually*

Meeting: <https://us02web.zoom.us/j/88515206187>

**AGENDA**

- 1. Pledge of Allegiance**
- 2. Call Board of Assessors' Meeting to Order**
  - i. Tax Abatement 2026-9: Barn Door Baking Co
- 3. Call Select Board Meeting to Order**
- 4. Minutes**
  - i. November 5, 2025
- 5. Financial Reports**
  - i. Payroll Warrants #\_\_\_
  - ii. Accounts Payable Warrants #\_\_\_
- 6. Citizen Comments and General Correspondence**
- 7. Town Manager's Report**
- 8. Official Action Items**
  - i. Highway Equipment Reserve Appropriation: WL28 2nd Payment
  - ii. Traffic Light Improvements @ Biscay Rd Intersection
  - iii. Business Rt 1 PPI Project: Authorization to Execute Contract
  - iv. Castner Brook Culvert Replacement: Authorization to Execute Contract
  - v. 2026 ACO Contract with Lincoln County: Approve Contract
  - vi. Common Good Grant Application: Authorization to Apply
  - vii. Damariscotta Electric Vehicle Municipal Charging Policy: Possible Adoption
  - viii. MDOT Maintenance Agreement for Roundabout Lighting
- 9. Select Board's Discussion Items**
- 10. 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 2026 (July 1, 2025 to June 30, 2026) located within the Town of Damariscotta, under title 36, MRSA sec 841.

Abatements	Name	Map	Lot	Acct	Assessed TTL	Adjusted TTL	Value	Abatement	Reason
2026-9	Barn Door Baking Co	PP		896	\$ 66,300.00	\$ 58,800.00	\$ 7,500.00	\$ 157.73	PP Value adjustment to correct depr error
						Total	\$ 7,500.00	\$ 157.73	

IN WITNESS THEREOF, we have set our hands this day: November 19, 2025

**SIGNED:**

**PRINTED:**

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

Assessors of Damariscotta

Tax Collector:

Initials: \_\_\_\_\_

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

Computer Adjustments:

Initials:    Ed   

Date: 10/21/2025

Assessor Adjustments

Initials:    Ed   

Date: 10/21/2025

Letter to Taxpayer:

Initials:    Ed   

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



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

## **NOTICE OF PROPERTY TAX ASSESSMENT REVIEW**

November 10, 2025

Barn Door Baking Company  
PO Box 424  
Damariscotta, ME 04543

**PROPERTY REVIEWED:** Personal Property Account# 896

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

**2025 (TY26) ASSESSED VALUE:**

	<b>Total</b>
<b>Personal Property</b>	<b>\$66,300</b>

**Adjusted Assessed Value:**

	<b>Total</b>
<b>Personal Property</b>	<b>\$58,800</b>
<b>Difference</b>	<b>\$7,500</b>

**Remarks:**

Abatement for 2025 (TY26) in the amount of \$157.73 has been granted.

**Reason:**

To correct the assessed personal property value due to Trio depreciation calculation 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.

Respectfully,

Ed Hodgins, CMA  
Assessor Agent  
Town Of Damariscotta



**Town of Damariscotta  
Board of Assessors and Select Board  
Meeting**

**November 5, 2025**

**Town Office  
21 School St  
5:30 PM**

**MINUTES**

**Attendance:**

**Select Board:** Daryl Fraser, Tom Anderson, Dan Hunter, Andrea Keushguerian

**Absent:** Darryl Day

**Others:** Andrew Dorr, Town Manager; Carolyn Eklund, Tedford House; Phil Tessier, Chief of Police; William Smith, Jed Weiss, Carole Florman, Ron Capps, Jon Roberts, Ali Juell, LCN

- 1. Pledge of Allegiance**
- 2. Call Board of Assessors' Meeting to Order**

Fraser called the Assessors' meeting to order at 5:30 pm.

**i. Official Action Items**

1. Abatement
  - a. 2026-8: Re 1567 - Simmons

Motion by Fraser to approve Abatement 2026-8 (RE 1567)  
Second by Keushguerian  
Vote: 4/0/0

**ii. Adjournment**

Motion by Hunter to adjourn the Assessor's meeting at 5:33 pm  
Second by Anderson  
Vote: 4/0/0

- 3. Call Select Board Meeting to Order**

Fraser called the Select Board meeting to order at 5:34 pm

**i. Minutes**

1. October 15, 2025

Motion by Anderson to approve the minutes as presented.  
Second by Frasier  
Vote: 4/0/0

**ii. Financial Reports**

1. Payroll Warrants #\_\_\_\_

Motion by Fraser to approve Payroll Warrant #18.

Second by Anderson

Vote: 4/0/0

2. Accounts Payable Warrants #\_\_\_\_

Motion by Fraser to approve Accounts Payable Warrant #19

Second by Hunter

Vote: 4/0/0

**iii. Citizen Comments and General Correspondence**

1. Tedford House

Carolyn Eklund gave a presentation on services provided by the Tedford House. The organization began with ordained people recognizing housing and human service needs were important. 40 Towns are now served by this organization. The warming center will open in November from 4 pm - 8 am daily through April. The new emergency shelter facility will be open by the end of January, increasing the total capacity of their two shelters by 60%. She shared that private donors provide 35% of their funding. They will need over one million dollars more for fiscal year 2027 to support this increase in staffing and services. State, Federal, (Hud, Medicaid, etc.) and other private funds (United Way, etc.) are all supporting these services. They continue to look for grant opportunities and are encouraged by increased municipal support. An open house and ribbon cutting will be held on November 20, 2025. The Town Manager and members of the Select Board were invited.

2. Festival of Lights

John Roberts reported that this would be the ninth year they would bring the festivities to downtown. Decorations would be the same as last year. They would like to put the lights up the Saturday prior to Thanksgiving (Nov. 22/23) The parade would be held on Small Business Saturday (Nov 29) at 4:30 p.m. Members of the Select Board commented that it was well attended last year, that it was great, and thanked Roberts for organizing it. Roberts shared that he thought there might be a lobster pot tree in the making this year and that he

was going to try some new bases for the trees, as some blew over last year.

While on the spot, Roberts passed around a photo of the newly restored fire station floor. He shared that he was so proud of his team. They had to empty out all of the bays and put everything in the storage units while this work was completed. "These guys all have jobs but managed to get it all done". The roof replacement is also completed. Board members thought it would be nice to hold one of their meetings at the fire station soon so they could see all the repairs in person and thanked him for the update.

### 3. Provider Agency Letters

Board members commented that it was nice to have received a few thank you letters.

### 4. Pumpkin Festival and Regatta update

Jed Weiss commented that this year was fabulous. The weather was great. It was relatively safe and uneventful. He, as well as Board Members, felt there were more people than in the past. He shared that things are getting more expensive and they would be looking for alternative funding sources. Insurance seems to be the biggest driver. Fraser asked how the food court worked out. Weiss hadn't heard of any complaints from business owners that it had taken any business away from them. Vendors were thrilled.

Carole Florman addressed the Board.

She stated that she is disappointed in the amount of community inclusion in the search for a new Police Chief. She shared that she had found a lot of resources on community engagement tools. Surveys could be scored and weighted which could gather more information from the community at large and could better outline values from the entire community rather than defaulting to a small group of people. She did acknowledge the upcoming Community Forum, but felt that simply asking for people to submit questions that may or may not be asked during the interview process doesn't answer the broader questions and was not really "involvement" in such an important decision as our next chief of police. Dorr commented that there was also a departmental assessment going on at the same time. The forum would be an opportunity for the public to share any input, ideas, and feedback regarding our law enforcement services.

**iv. Town Manager's Report**

Dorr reported that the Tax Collector had submitted her letter of resignation effective December 4, 2025. He would be working on the posting shortly. He reported that there were a couple of permits under review with the Planning Board for the YMCA Day Care and the Pawn Shop. Trunk or Treat went well. Board members commented that there were lots of kids and that the costumes were amazing. Dorr shared that he would be meeting with Kevin Sutherland from Newcastle to regroup on the joint Damariscotta/Newcastle Public Works department investigation. He went on to say that the EV chargers would be installed on Thursday, November 6 and that the floats would be coming out around December 1. Dates for upcoming meetings were provided. He asked if there should be an initial joint meeting with the Budget Committee and Select Board to review the budget process and the schedule prior to the Select Board meeting on November 19. Fraser agreed and asked Dorr to contact the current Budget Committee.

**v. Official Action Items**

1. Liquor License Renewal: River House

Motion by Fraser to approve the Liquor License Renewal for River House.

Second by Anderson

Vote: 4/0/0

**vi. Select Board's Discussion Items**

1. EV Charger Use Policy: First Read

Dorr provided a draft of an Electric Vehicle Municipal charging policy for review and discussion. Calculations were provided to assist with determining a starting rate for usage. The policy made it clear that setting the usage price would be relative to state and national electricity costs and may vary if any of the assumptions used for it change. A discussion regarding whether a handicapped spot should be reserved for just handicapped electric vehicle charging vs just parking was considered. Since the sign could be changed, the decision to just give it some time was made. Hunter asked if it would be limited to just 3 hours as some vehicles took longer to fully charge. Dorr said they could look at overnight rates. Dorr gave a huge thank you to our Island Fellow,

Emerson, for her hard work on this policy and the calculations and that it would come back to the Board for their approval at the next meeting.

## 2. Traffic and Parking Ordinance Update: First Read

Dorr provided a copy of the current Damariscotta traffic and parking ordinance including new draft sections regarding EV charging stations. Dorr encouraged members to review the entire ordinance, since it has not been reviewed since 2015, prior to approval at the next Select Board meeting.

Keushguerian left the meeting at 7:00 pm

Dorr updated the Select Board on that latest information regarding SNAP benefits. He gave an example of what a “partial payment” might look like. Someone receiving \$298 might only receive \$149; illustrating a potential short-term need, possibly for approximately 140 people. (Approximately \$3500 was paid for the month of September) He wondered whether the Select Board might want to tap into the Philbrook Fund and authorize MCMA to fund any potential gap, if necessary. Hunter said that it was fortunate we had such a fund in case we did need it. Anderson shared that Food banks could purchase food at better prices than individuals and wondered whether a donation to the food bank was a better solution. It was pointed out that the Food bank provides for others who may not qualify for SNAP, so there was no way to ensure SNAP recipients would receive the assistance.

Dorr said he had received a two-page operational agreement for lighting and maintenance from the DOT to be signed. The general consensus was it was a State road, it should be up to the state to maintain.

## vii. **Adjournment**

Motion by Anderson to adjourn the meeting at 7:20 pm.

Second by Hunt

Vote: 3/0/0



Town of Damariscotta  
21 School St  
Damariscotta, ME 04543  
(207) 563-5168 | (207) 563-6862 Fax  
damariscottame.com

## Town Manager's Report

To: Select Board  
From: Andrew Dorr, Town Manager  
Date: November 14, 2025

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### ***Administration***

- The Tax Collector position has already had a few inquiries, so we are hopeful that it can be filled by early-mid December.
- The Wednesday before Thanksgiving, we plan to switch the Town Office public hours to the morning and be available to the public from 7:30-noon.
- Property tax foreclosure notices are being prepared. Currently, there are 4 accounts on the delinquency list from TY24. This is an incredibly small list compared to previous years and a testament to the effort put in by the Tax Collector.

### ***Planning/Community Development***

- EV Policy Updates have been completed and are on the agenda for review and possible approval. The units are installed and waiting for the policy approval to be activated and available to the public.

### ***Fire***

- The roof and epoxy floor are finished. The firefighters were able to get the rented containers emptied Tuesday night after their training.
- Decontamination improvements are still wrapping up while the gutters should be installed on the 22nd.

### ***Police***

- The community forum went well. Over 20 people in total attended the event with most having at least something to share. Feedback was mostly positive following the brief overview of the assessment. Chief's Booth and Gallant did a great job facilitating the conversation.
- The hiring committee will be interviewing two candidates for the Police Chief's position next week.
- Officer Magnoli is nearing the end of the police academy. With just about a month to go, he is poised to fulfill those expectations and would need to complete a couple weeks of FTO before being able to fully serve the community.
- Damage to the 2022 F150 was repaired this week. This was the result of a minor, no injury accident earlier this fall caused by someone entering the roadway and colliding

with our vehicle. Damage was limited to the rear quarter panel and bumper. We expect the repairs to be covered through insurance.

### ***Public Works***

- First flakes came this past week. Fortunately there was not much to treat. But this is a reminder that winter is on the way and equipment is being prepped to manage the future snowfall.
- Heater Rd may be graded this weekend, though it was uncertain. If not, we will have to manage the few pot holes that are starting to present through the winter.
- Trash cans and the public restroom will be out through the Festival of Lights weekend and then be unavailable for the winter season.
- Floats are scheduled to come out of the water near the end of the month, barring any significant forecasted snowfall that causes us to remove them sooner.

### ***Cemeteries***

- Trustees met with a potential contractor that has done work in the area to repair stones. This work is very technical in the interest of preservation and very few seem to be willing and able to complete the work with the care and attention that we expect. Based on work they completed recently in some nearby private cemeteries, we will be looking to have them do some work in the spring to shore-up some stones and make necessary repairs.

### ***Grants***

- Economic Development Administration (Parking Lot Improvements) - Closeout incomplete. No communication since Sept 26, hoping the staff contact is still available to assist with the closeout and final disbursement.
- Community Action Grant (LED Lighting and Insulation) - Need to solicit quotes per our Charter
- Efficiency Maine (EV Chargers) - in progress. Est completion this week. In service once policy and ordinance are approved.
- DECD HOPG (First Responder Workforce Housing) - drafting RFPs for advertisement. Anticipated design work beginning in January 2026.
- Lincoln County ARPA Grant (Workforce Housing) - drafting RFPs for advertisement. Anticipated design work beginning in January 2026.
- DOT MPI (Multi-use Bi-lane) - waiting for DOT to advertise construction bids
- DOT PPI (1B Planning) - negotiating contract price. Anticipated contract execution by early November.
- MDOT/MDMR (Castner Brook Culvert) - negotiating contract price. Anticipated contract execution by early November.
- CDS/CPF (Church St/Rt 1 Trail) - Requires federal appropriation bill. Uncertain if this grant will proceed.

### **Capital Projects**

- Church St Improvements - requires an estimated \$1.5M in additional funding. Project scope would include Hodgdon St from Hillside Cemetery property to Church St as well as Church St from Pleasant St to 1B.
- 1B Multi-use Bi-Laine - MDOT is administering this project and is likely to advertise this project before the year's end.
- Fire Station - the roof and bay floors are complete. The decontamination improvements are still underway. The gutters are scheduled for completion November 22nd.
- EV Chargers - Units are installed and setup of the ChargePoint account is underway.

### **Upcoming Meetings/Events**

- Wednesday, November 19 @ 4:30 PM - Joint Select Board and Budget Committee Workshop [Town Office]
- Wednesday, November 19 @ 5:30 PM - Select Board [Town Office]
- Thursday, November 20 @ 9:00 AM - MCOG General Assembly
- Wednesday, November 26 @ 12:00 PM - OFFICE CLOSED - Thanksgiving Holiday
- Thursday, November 27 - OFFICE CLOSED - Thanksgiving Holiday
- Monday, December 1 @ 6:00 PM - Planning Board [Town Office]
- Wednesday, December 3 @ 5:30 PM - Select Board [**\*\*Fire Station**]
- Monday, December 15 @ 6:00 PM - Dam~New Public Works Committee [Newcastle Fire Station]
- Wednesday, December 17 @ 5:30 PM - Select Board [Town Office]

**\*\*Note location change for December 3rd meeting**



General Assembly

November 20, 2025

Owls Head Transportation Museum

9-3:00

Theme: Local Needs with Regional Alignment

1. Business meeting
2. Featured speaker: Mike Duguay, Commissioner  
Maine Department of Economic and Community Development
3. Property Tax Challenges: Why Bad Land Use Policy leads to Bad Municipal Financial Policy  
Kevin Sutherland, Newcastle Town Manager and Jim Tetsher, State of Michigan
4. Lunch
5. MCOG Trends-An update in Demographics  
Charlotte Nutt
6. Break out session: Local needs and regional alignment  
Report out by Facilitator Alexis Mann
7. Adjourn

Tour: Owls Head Museum



165 Main Street  
P.O. Box 62  
Damariscotta, ME 04543  
207-209-4129

EDA designated economic development district

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To: MCOG General Assembly  
From: Mathew Eddy  
Date: November 11, 2025  
Subject: MCOG Budget Revision

**Introduction.** We hope to see you all at our Fall General Assembly on November 20. We will be meeting at the Owl's Head Museum and encourage you to stay until the end, when the museum will be opened up for your access. That is called a carrot or bribe, depending on how you look at it.

In this planner's eye, this is an exciting session. After review and consideration of the attached MCOG Budget FY2026 2.0, we will hear from Maine Department of Economic and Development's Commissioner Michael Duguay. I have shared some of the issues and projects MCOG is working on with the Commissioner and look forward to his read on the economic trends facing the state and the MCOG region, in particular.

That will be followed by a focus on municipal asset management and the importance of marrying sound fiscal management with land use planning strategies. Many of you are right now addressing the issues of fiscal capacity in your comprehensive planning process. It is important to understand the assets of your community, the need to maintain those assets, and how changes in land use development require towns and cities to adjust their capital investment strategies to meet changes in land use development patterns. In the end, we are all striving for "balance" that does not result in long term, negative impact on municipal budgets.

The afternoon will start with a fresh look at MCOG demographic changes since the U.S. Census update through the American Community Survey in 2023. Charlotte Nutt will review her findings that we hope will help you better understand your community within the context of regional trends. We will provide an update of the housing gaps analysis, with a fresh look at housing through the context of a "continuum".

With the housing continuum, we ask that you think about housing across need that is fueled by age, income, and the needs of our regional economy. For example, in this most recent housing crisis, middle to upper middle income older families or adults (who were moving, relocating to Maine, downsizing, or looking for change) were often competing for the same housing unit as young families and first-time homebuyers, driving prices up and out of the range of young families, leaving them in rental situations. In many places, this was further complicated through the introduction of the short-term rental phenomenon, something that has always existed in the midcoast, but not at the trends being seen today. Movement along the housing continuum was stuck, and the housing gap to meet need grew.

Using all of this information, we will ask participants to break into defined needs groups and help MCOG staff work through need assessments, and the ideas to address them, for your community.

**MCOG Budget FY 2026 2.0.** We are asking you to review and approve adjustments in the FY 2026 budget. A great deal was going on in the spring regarding the federal budget, uncertainties around contracts being honored, and a tremendous increase in requests for local technical assistance (which we are very excited about and are ready to respond).

Since the budget was approved: the Brownfield grants were finalized, the NBRC technical assistance grants were finalized, we have received another \$30,000 more in grants (facilitation around a resiliency project, the coastal zone program reinstated) and added a carry-over of \$51,000 (approved in August). As a result, we have created a new budget for General Assembly consideration and action.

The MCOG Final Budget 2.0 is attached, but a summary of that change is found below:

**Midcoast Council of Governments Budget-Final 2.0**  
Budget Summary-FY26

	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026 2.0	FYE 2026
	Actuals	Actuals	Actuals	Actuals	Budget	Director Proposed	June General Assembly Approved
Expenses	617,496	483,477	649,042	736,405	929,294	1,249,919	1,046,956
Revenues	540,053	473,122	539,111	600,133	926,723	1,262,079	1,066,079
<b>Net Budget</b>	<b>(77,443)</b>	<b>(10,355)</b>	<b>(109,931)</b>	<b>(136,272)</b>	<b>(2,572)</b>	<b>12,159</b>	<b>19,123</b>

Revenues are proposed to increase approximately \$196,000 for a new total of \$ 1,262,079. The increase is fueled by contracts in hand which require staff (full time and contract) to complete the work. Revenue has been further driven by new requests for technical assistance.

On the expense side, there is an increase of \$ 202,964 to \$1,249,919. Using a bit of the surplus built into the approved budget, MCOG would still be \$12,159 revenues over expenses as a result of the new grant programs. All of these new grant programs are expected to extend into future years. In the attached budget, I have highlighted where the changes occur, with most of the new revenue going into contract services. We do propose adding a planner to this budget (presently working as a contract planner) designed to help us through an increasing demand for services and addressing need associated with an upcoming maternity leave.

Employee Name	# of Hrs Per Week	FYE 2025 Wage	Total Annual Salary	Adjusted Wage for FYE 2026	Adjusted Salary for FYE 2025	Federal W/H (Medicare, SS) 7.65%
Eddy, Mathew	40	46.85	97,448.00	48.26	100,371.44	7,678.42
Johnstone, Max	40	33.82	70,345.60	34.83	72,455.97	5,542.88
DeBord, Daniel	40	27.37	56,929.60	30.75	63,966.10	4,893.41
Philson, Adrienne	40	31.52	65,561.60	34.83	72,455.97	5,542.88
Rassumensen, Meg	40	36.50	75,920.00	37.60	78,197.60	5,982.12
Kate Tagai	40			34.83	75,000.00	5,737.50
Silvers, Earl	40	25.96	53,996.80	26.74	55,616.70	4,254.68
<b>Contract Positions</b>						
Clair Oxford	40			27.88	58,000.00	4,437.00
Nutt, Charolette	24	31.52	39,336.96	65.00	40,560.00	
Gabe McPahil			14,400.00		14,400.00	
Alexis Mann	30			70.00	72,800.00	
<b>TOTAL</b>			<b>473,938.56</b>		<b>703,823.78</b>	<b>44,068.88</b>
	TOTAL Wages		473,938.56		576,063.78	
	TOTAL Contracted Labor		0		127,760.00	

Notes:

Mat, Max and Meg 3% COLA

Adi brought up to be equal with Max

Dan 6% raise plus C                    29.0122                    30.752932

Charolette is contract labor now, 24 hours a week for 26 weeks, anticipated this will be extended with new resources  
Alexis 30 hours a week for 26 weeks, then 10 hours a week for 26 weeks; antiicipated to be extended with new resources

Employee Name	Maine SUI ER 2.27%	Other Taxes 0.28%	Maine PAID FMLA Law 1.00%	TOTAL Payroll TAXES	Retirement 1%	Health Insurance (July-Dec)
Eddy, Mathew	2,278.43	281.04	501.86	10,739.74	10,037.14	18,234.06
Johnstone, Max	1,644.75	202.88	362.28	7,752.79	724.56	8,128.80
DeBord, Daniel	1,452.03	179.11	319.83	6,844.37	639.66	8,128.80
Philson, Adrienne	1,644.75	202.88	362.28	7,752.79	724.56	16,213.01
Rassumensen, Meg	1,775.09	218.95	390.99	8,367.14	781.98	12,236.83
Kate Tagai	1,702.50	210.00	375.00	8,025.00	750.00	16,213.01
Silvers, Earl	1,262.50	155.73	278.08	5,950.99	556.17	8,128.80
<b>Contract Positions</b>						
Clair Oxford	1,316.60	162.40	290.00	6,206.00	580.00	8,128.80
Nutt, Charolette				-		
Gabe McPahil						
Alexis Mann						
<b>TOTAL</b>	<b>13,076.65</b>	<b>1,612.98</b>	<b>2,880.32</b>	<b>61,638.82</b>	<b>14,794.07</b>	

taxes

11.20%

Employee Name	Health Insurance (Jan-June)	Dental Insurance (July-Dec)	Dental Insurance (Jan-June)	Vision Insurance (July-Dec)	Vision Insurance (Jan-June)	TOTAL BENEFITS
	7.50%		3%		3%	
Eddy, Mathew	19,601.61	458.10	471.84	-	-	38,765.62
Johnstone, Max	8,738.46	265.38	273.34	33.48	34.48	17,473.95
DeBord, Daniel	8,738.46	265.38	273.34	33.48	34.48	17,473.95
Philson, Adrienne	17,428.98	419.56	432.14	60.22	62.02	34,615.93
Rassumensen, Meg	13,154.59	752.58	775.16	-	-	26,919.16
Kate Tagai	17,428.98	265.38	273.34	60.22	62.02	34,302.95
Silvers, Earl	8,738.46	265.38	273.34	33.48	34.48	17,473.95
<b>Contract Positions</b>						
Clair Oxford	8,738.46	265.38	273.34	-	-	17,405.98
Nutt, Charolette						-
Gabe McPahil						
Alexis Mann						
<b>TOTAL</b>	<b>181,112.86</b>		<b>5,464.26</b>		<b>448.37</b>	<b>204,431.48</b>

Health

13.500%

Employee Name	Total Wages and Benefits
Eddy, Mathew	159,913.95
Johnstone, Max	98,407.26
DeBord, Daniel	88,924.08
Philson, Adrienne	115,549.25
Rassumensen, Meg	114,265.88
Kate Tagai	118,077.95
Sivers, Earl	79,597.80
<b>Contract Positions</b>	
Clair Oxford	
Nutt, Charolette	40,560.00
Gabe McPahil	14,400.00
Alexis Mann	72,800.00
<b>TOTAL</b>	<b>902,496.17</b>

**Midcoast Council of Governments Budget-Final 2.0**  
**Budget Summary-FY26**

	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026 2.0	FYE 2026
	Actuals	Actuals	Actuals	Actuals	Budget	Director Proposed	June General Assembly Approved
Expenses	617,496	483,477	649,042	736,405	929,294	1,249,919	1,046,956
Revenues	540,053	473,122	539,111	600,133	926,723	1,262,079	1,066,079
<b>Net Budget</b>	<b>(77,443)</b>	<b>(10,355)</b>	<b>(109,931)</b>	<b>(136,272)</b>	<b>(2,572)</b>	<b>12,159</b>	<b>19,123</b>

34.5%

36.2%

**Midcoast Council of Governments**  
Expenses 2.0

Expense Line Number	Expense Line Description	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	General Assembly Approved	Increase Proposed	Comments
		Actuals	Actuals	Actuals	Actuals	Budget			
4070	EPA Brown Field	25,587	12,165	660	-	-			
4071	Brownfield Revolving Loan	121,492	-	-	-	-			
4201	Salaries	243,631	294,975	445,880	406,816	485,766	579,064	586,000	Increase of \$70,000; addition of a planner, prepared for a maternity leave
4202	Payroll Fees	1,417	1,712	1,789	2,217	2,431	2,650	2,650	
4203	Health/Dental Insurance	66,752	74,977	87,964	97,271	131,529	197,000	209,000	addition of three families; shift from contract to employee; addition of staff person; addition of in year planner
4204	Payroll Taxes	20,305	23,318	24,971	31,672	49,548	52,843	57,000	addition of \$5,000 for planner
4205	Workers Compensation	938	1,297	1,318	2,106	2,550	2,550	2,550	
4206	Retirement	-	-	10,595	10,500	13,628	14,214	14,794	
4207	Maine Paid FML					2,429	2,590	2,880	We have budgeted 100%.
4220	Bank Service Charges	491	25	550	-				
4221	Insurance	1,492	1,440	2,857	2,346	3,900	3,900	3,900	we rebid our insurance through our provider to get coverage for the loan committee as well as the Board; adding cyber security to be part of FAME Maine Lenders Program
4222	Occupancy	8,504	7,884	8,607	9,923	23,180	20,820	20,820	Lease payment less then anticiapted
4223	Supplies	8,203	1,476	813	1,268	2,061	2,500	2,500	\$3,700 of expense was reimbursed by MMA grant for current year
4224	Postage	50	3	951	366	100	100	100	
4225	Equipment	12,552	9,795	11,516	7,949	8,400	2,400	2,400	Copier lease, all software licenses have been moved to software
4226	Repairs	-	-	-	-	-	-	-	
4227	Telecommunications	1,595	2,613	2,606	1,914	2,040	2,040	2,040	Phones
4228	Dues/Memberships/Subscriptions	625	675	7,014	3,515	5,000	5,000	5,000	
4229	Professional Development	-	-	2,173	7,603	7,000	8,000	8,000	still assuming \$1,000 per employee
4230	Travel	795	1,027	3,556	2,733	5,500	8,000	8,000	much greater travel this year; new employees serving large area is driving it; don't see a solution until we get good zoom support in each town hall--part of our broadband strategy
4231	Meeting Expense	-	251	2,593	208	2,000	6,000	6,000	
4232	Marketing	-	264	614	25	5,000	-	-	
4233	Miscellaneous	720	448	2,000	529	5,000	2,500	2,500	
4234	Professional Services	96,417	39,776	24,078	134,658	166,130	164,285	282,285	
	Accounting	7,750	12,571	15,320	19,442	22,630	23,525	23,525	
	Audit	-	23,400	6,488	17,950	5,500	8,000	8,000	

Expense Line Number	Expense Line Description	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	General Assembly Approved	Increase Proposed	Comments
		Actuals	Actuals	Actuals	Actuals	Budget			
	IT Support	927	783	2,271	1,172	1,500	3,000	3,000	
	Planning Contractors	87,740	-	-	94,094	44,500	72,800	160,800	handling HUB, HOP, and other programs; Arts and Culture program approved with carryover, contract planners as needed
	Speaker/Trainer		3,023	-	2,000	5,000	2,000	32,000	increasing to add land use planner expertise for training, guidance for smaller communities
	Sustainability Planner						14,400	14,400	contractor assisting with MARC statewide coordination, covered by state sustainability contract
	EDA Disaster					75,000	-	-	This is in line 4246.
	Interns (Muskie)					4,000	-	-	part of Muskie system, now get interns in this group for free
	GIS/data support			-		8,000	40,560	40,560	also filled through a contractor
4235	Interest LOC	-	-	-		-	-	-	
4236	FAME Loan Expense	4,531	4,531	-	4,531	4,531	6,000	6,000	draws on interest from program, looking for another admin source
4237	Loan Program Closing Expense	1,400	6	2,311	969	1,500	1,500	1,500	
4238	Legal Fees	-	4,818	252	2,928	2,500	2,500	2,500	
4239	USDA RMAP Debt Service Payment	-	-	-	1,351	-	-	-	
4242	Working Waterfront	-	-	3,374	1,055	-	-	-	
4244	HUB Expense	-	-	-	81	-	-	-	
4245	Software (office, arc, adobe, others)	-	-	-	1,870	-	6,500	6,500	adjusted up to include ESRI, office, adobe, and other supporting software
4246	EDA Disaster	-	-	-	-	-	15,000	15,000	non staff work for this grant, rest of eda disaster expense covered through staff billing.
<b>TOTAL Expenses</b>		<b>617,496</b>	<b>483,477</b>	<b>649,042</b>	<b>736,405</b>	<b>929,294</b>	<b>1,107,956</b>	<b>1,249,919</b>	

Midcoast Council of Governments  
Revenues2.0

Revenue Line Number	Revenue Line Description	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2026	Comments
		Actuals	Actuals	Actuals	Actuals	Budget	General Assembly Approved Budget	Increase Proposed	
3010	Contract Services	50,102	51,790	57,021	46,919	126,680	169,330	169,330	All projects are known.
	Breman		3,440	-		1,000			
	Damariscotta						16,000	16,000	
	Monhegan						30,000	30,000	
	Rockport						15,000	15,000	added in late as project will start in next fiscal year
	Newcastle			5,067		-			
	North Haven						-	-	
	Searsport					32,000	-	-	
	Thomaston			-	11,000	8,000	8,000	8,000	
	Waldoboro	50,102	48,350	51,954	35,919	42,840	50,000	50,000	
	Warrren					42,840	50,330	50,330	
3015	Community Contracts	11,800	-	65,226	50,176	50,000	130,500	130,500	
	Appleton				3,300				
	Bath				6,159				
	Bristol								
	Brooks						4,500	4,500	
	Hancock County Planning				4,677		-	-	
	Harpwell				7,360				
	Island Institute				6,000				
	North Haven								
	Lincolnton				699		22,000	22,000	
	Montville						12,000	12,000	
	Searsmont				4,812				
	Searsport						32,000	32,000	HOP Program
	Stockton Springs				2,487				
	Topsham				2,620				
	Union				6,894				
	Vinalhaven				1,512				
	Washington								
	Warren				1,657				
	West Bath				2,000				
3020	CDBG TA Grant	4,657	7,474	12,236	58,689	10,000	15,000	15,000	expect program to remain
3021	Municipal Tech Asst.			45,000	36,112	<b>23,000</b>	10,000	<b>24,000</b>	coastal program reinstated, budget up \$13,000

Revenue Line Number	Revenue Line Description	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2026	
3023	Community Resiliency			34,720	25,000	55,000	170,000	170,000	Includes state \$100k, \$40k South Thomaston, and \$30k Warren; prospects good for more
3024	Northern Border Technical Assis.				-	10,000	10,000	15,000	We will actually get around \$17,000 for this program this year
3025	Housing Oportunity			-	89,171	75,000	110,000	110,000	New 18 month contract plus the ADU pilot project.
3026	Coastal Community Program				15,128	25,000	-	-	no grants anticipated
3030	NBRC Technical Assit to communitis		2,160	-	1,612	5,000	15,000	40,000	rockport, ourselves, thomaston, Boothbay, Waldoboro
3040	EDA Planning	206,397	189,175	170,000	35,000	70,000	70,000	70,000	3 year contract extension in process
	EDA Disaster					120,000	35,000	35,000	Will finish up in this fiscal year
3050	EDA TA - Post Grant Award	-	-	-	-	2,000			this has not produced the revnue it was supposed to, so we are not budgeting for it as a line item
3060	USDA Solid Waste	-	-	-	-	-	-	-	
3070	EPA Brown Field Assessment Progra	-	12,165	-	-	-	-	56,000	
3071	Brownfield Revovling Loan	121,492	-	-	-	-	-	45,000	We have received a \$500,000 assessment grant and a \$1 million revolving loan grant (yay Max). We don't know the partiuculars yet, but this line item is likely to be adjusted in the fall. We are anticiapting about \$60,000 in administrative funds.
3080	RMAP - TA Grant	-	-	3,971	5,265	10,000	20,000	20,000	this is our primary support for our loan program; working to get \$20,000 assistance program renewed; indications re that funds will be there and being encouraged to spend
3090	EPA Revolving Loan Fund	4,115	29,665	-	35,000	-	-	-	future loan funding source, down the road. Also exmaing CDFI with new state supporting legislation
3091	New Federal Grant					-	-	-	
3092	HUB Grant					100,000	80,000	80,000	this program will run out in December; we have \$200,000+ to spend; staffing will only come to \$80,000
3063	New State Grant					-	-	-	Wouldn't it be nice.....ongoing discussions through MARC
3100	Interest	12	18	19	15,308	15	15	15	

Revenue Line Number	Revenue Line Description	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2026	
3120	Miscellaneous Revenue	86	40,380	1,980	5,085	2,000	2,050	2,050	
3125	Grant Revenue				4,818	-	-	-	
3126	Broadband Grant			6,000		-	30,000	30,000	Future grants are questionable at this time
3130	Municipal Dues	141,393	133,195	142,938	165,444	196,997	198,153	198,153	
	Boothbay Harbor (2,043)		2,728	2,699	2,534	3,110	3,065	3,065	
	Bristol (2,898)				4,251	4,301	4,347	4,347	
	Breman (823)		890	1,872	1,029	1,223	1,235	1,235	
	Brooks (1,167)			1,439	-	1,629	1,751	1,751	
	Brunswick (22,081)	25,348	25,348	25,910	27,295	32,537	33,122	33,122	
	Damariscotta (2,297)	2,698	-	1,491	2,987	3,386	3,446	3,446	
	Harpwell (5,031)	5,925	5,925	5,925	6,300	7,547	7,547	7,547	
	Islesboro (686)				750	926	1,029	1,029	
	Jackson (549)				381	750	824	824	
	Knox County (40,729)	51,299	48,468	49,912	56,073	61,094	61,094	61,094	
	Liberty (913)				1,326	1,326	1,370	1,370	
	Lincolnton (2,344)	-	952	-	2,890	3,428	3,516	3,516	
	Montville (864)			-	1,275	1,559	1,296	1,296	
	Morrill (922)			1,040	-	-	-	-	
	Newcastle (1,902)		2,115	2,190	2,310	2,772	-	-	
	Northport (1,554)				1,937	2,285	2,331	2,331	
	Sagadahoc County (37,093)	47,792	40,440	44,116	45,874	55,302	55,640	55,640	
	Stockton Springs						2,487	2,487	
	Searsmont (1,494)			-	1,688	2,123	2,241	2,241	
	Searsport (2,649)					3,974	3,974	3,974	
	Waldo County (40,620)	2,000	-						
	Waldoboro (5,228)	6,330	6,330	6,344	6,544	7,731	7,842	7,842	
3140	MDOT TA Grant	-	-	-	7,444	40,000	55,000	55,000	funding will be in place; already in President's budget
	Use of Unassigned Fund Balance			-	-	-			
3150	DACF TA	-	-	-	-	-	-	-	
3160	FAME Loan Admin	-	-	-	-	4,531	4,531	4,531	from interest
	Loan Program Closing Fees					1,500	1,500	1,500	
3170	IRP Loan Admin	-	-	-	-	-	-	-	
	Carry-over-approved						51,000		
3190	DAF Regional				3,960	-	-	-	
3200	Miscellaneous Reimb.	-	7,100	-	-	-	-	-	
<b>TOTAL Revenues</b>		<b>540,053</b>	<b>473,122</b>	<b>539,111</b>	<b>600,133</b>	<b>926,723</b>	<b>1,066,079</b>	<b>1,262,079</b>	

Employee Name	Total Wage and Benefit Package Cost	Workers Comp Rate - Annual	Total Direct Rate
Eddy, Mathew	159,913.95	0.18	77.06
Johnstone, Max	98,407.26	0.18	47.49
DeBord, Daniel	88,924.08	0.18	42.93
Philson, Adrienne	115,549.25	0.18	55.73
Rassumensen, Meg	114,265.88	0.18	55.12
Kate Tagai	118,077.95	0.18	56.95
Silvers, Earl	79,597.80	0.18	38.45
Contract Employees			
Nutt, Charolette	40,560.00	0.18	32.68
Mann, Alexis	72,800.00	0.18	62.40
McPahil, Gabriel	14,400.00	0.18	55.57

Employee Name	Indirect Costs									
	Lease	Director	Finance	Payroll	Fee	Supplies	Equipment	Telecomm	Travel	Audit/IT
Eddy, Mathew	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Johnstone, Max	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
DeBord, Daniel	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Philson, Adrienne	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Rassumensen, Meg	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Kate Tagai	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Silvers, Earl	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Contract Employees										
Nutt, Charolette	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
Mann, Alexis	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20
McPahil, Gabriel	10.01	15.38	11.31	1.27	1.20	1.15	0.98	1.97	5.29	1.20

Employee Name	TOTAL Indirect Rate	TOTAL Rate/ Indirect Rate
Eddy, Mathew	49.77	126.84
Johnstone, Max	49.77	97.26
DeBord, Daniel	49.77	92.71
Philson, Adrienne	49.77	105.51
Rassumensen, Meg	49.77	104.89
Kate Tagai	49.77	106.72
Silvers, Earl	49.77	88.22
Contract Employees		
Nutt, Charolette	49.77	82.45
Mann, Alexis	49.77	112.18
McPahil, Gabriel	49.77	-

Avg Billing Rate                      103.16  
 Contract employees not included  
 With Contract EE                      101.86



Town of Damariscotta  
 21 School St  
 Damariscotta, ME 04543  
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 damariscottame.com

## MEMO

To: Select Board  
 From: Andrew Dorr, Town Manager  
 Date: November 14, 2025  
 Re: PW Equipment Reserve Request: WL28 2025 Payment

**Overview:**

The second of five payments is due on this warrant for the Wacker Neuson WL28. During the budget process, it was proposed that the payment would come from the reserve account, rather than the operating budget. As a result, the board must specifically authorize the expenditure from the reserve.

Table 1. WL 28 Payoff

		Payments	
Original Purchase Price	\$92,275		
2024 Payment		-\$18,675	\$73,600
2025 Payment		-\$18,400	\$55,200
2026 Payment		-\$18,400	\$36,800
2027 Payment		-\$18,400	\$18,400
2028 Payment		-\$18,400	\$0

FY 25 Est Ending Balance: \$ 44,627  
 FY 26 Allocation (YTD): \$ 30,000  
 Previously Encumbered: (\$ 6,250)  
 Current Request: (\$ 18,400)  
 FY 26 Est Balance (YTD): \$ 49,977

**Recommended Action:**

Appropriate funds to make the annual payment for the WL 28.

**Possible Motion:**

Move to appropriate \$18,400 from the Highway Equipment Reserve for the FY 26 WL 28 payment.



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## MEMO

To: Select Board  
From: Andrew Dorr, Town Manager  
Date: November 14, 2025  
Re: Traffic Signal Alterations

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### **Overview:**

Recent complaints about the lack of traffic approaching from Biscay Rd when there is a green light showing from Church St prompted the request to see if a flashing yellow arrow can be displayed on the Biscay Rd approach. This will make it more obvious for left turning traffic to yield to oncoming traffic from Church St.

The additional scope of work at the Bristol Rd intersection would make the pedestrian crossing exclusive. This request has been made by the Pedestrian Safety and Accessibility Collaborative following observations and concerns for pedestrian safety. Currently, the ability to cross the intersection is concurrent with traffic and in either signaled crosswalk, this can be dangerous. Additional work to improve the visibility of the crosswalk displays (approx \$250 in parts) would be required, which is not included in the quote.

The attached proposal from Frazier Signal Technologies outlines the work and cost for such a change. Though the costs to complete both tasks is relatively low, I should note that our current FY budget for maintenance on the traffic lights is \$2,700, approximately half of which is allotted to maintenance.

While the changes at the Biscay Rd intersection seem straightforward and should have no effective changes to the traffic flow, I do believe we should understand how or if the exclusive crossing at the Bristol Rd light may lead to traffic flow problems during high travel/use times. The company rep did offer the following when I asked about potential delays or impacts to normal operations.

The disruption to traffic is going to be dependent on how often the buttons get pushed. During the summer, if people are crossing every cycle, it's going to add 20 seconds of delay every 1.5 minutes or so. You could check with DOT and they may even be willing to do the study for you. If not, I could put something together to illustrate the impacts.

No issue during the snowstorms – when the signal is on flash the pedestrian indications are dark and unresponsive anyway, so there will be no change.

Before making a decision on the change that could impact the flow of traffic, I would suggest entertaining a study by MDOT. If the study was quick, the board could proceed based on that information. Worst case scenario, the potential changes noted could be considered as part of the PPI study, which would mean a longer implementation period.

***Recommended Action:***

*Approve the alteration to the Biscay Rd light allowing a flashing yellow arrow to display for the Biscay Rd approach during the permissive left phase with Church St and request MDOT to assist in a study to better understand the potential implications for an exclusive crossing as it relates to high-traffic times.*

***Possible Motion:***

*Move to authorize the alteration to the Biscay Rd light allowing a flashing yellow arrow to display for the Biscay Rd approach.*

November 12, 2025

Mr. Andrew Dorr  
Town Manager  
21 School Street  
Damariscotta, ME 04543

## **RE: PROPOSAL FOR FLASHING YELLOW ARROW AND PEDESTRIAN CROSSING MODIFICATIONS**

Frazier Signal Technologies LLC (Frazier Signals) is pleased to submit this proposal for modifications to the existing traffic signal systems at Main Street/Biscay Road and Main Street/Bristol Road in Damariscotta.

### **PROJECT SCOPE AND PRICING**

It is understood that the Town would like for the Biscay Road approach to display a flashing yellow arrow during the permissive left phase with Church Street. **The all-inclusive cost for labor and materials is \$1,600.**

It is understood that the Town would like for the Bristol Road pedestrian phase to be exclusive rather than concurrent. **The all-inclusive cost for labor and materials is \$900.**

### **SCHEDULE**

Frazier Signals is available to make the modifications shortly after notice to proceed is given.

### **ACCEPTANCE**

Your notice to proceed can be a letter or purchase order that references this proposal, or a copy of this letter with an authorizing signature in the space provided below. We look forward to working with you. If you have questions, or require further information, please do not hesitate to call my direct line at (207) 447-0080 or email me at Lynn@FrazierSignals.com.

Sincerely,  
FRAZIER SIGNAL TECHNOLOGIES



Lynn Frazier, PE, PTOE  
President/CEO

Accepted by: (Typed name and Title) \_\_\_\_\_

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

Attachment: Standard Conditions of Agreement



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damariscottame.com

## MEMO

To: Select Board  
From: Andrew Dorr, Town Manager  
Date: November 14, 2025  
Re: Damariscotta, Route 1B PPI Study

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### **Overview:**

The Route 1B PPI Study is getting closer to starting. Sebago Technics was selected based on their qualifications and experience. They submitted a price proposal in October and MDOT has reviewed that and found it within their acceptable range of cost. An overview of the costs is attached. The price is slightly below the total project amount of \$150,000 allowing for a very modest adjustment if necessary.

At this time, the study is expected to be completed by January 1, 2027. I have attempted to account for the nearly two-month delay in closing this process, but depending on some of the specific tasks, this end date may need to be adjusted. This will be ironed out prior to the execution of a contract.

### **Recommended Action:**

As the contract has been drafted, there might be minor changes that need to be made, but the price will remain the same, so I would recommend that the board grant the Town Manager the authority to execute the contract.

### **Possible Motion:**

*Move to authorize the Town Manager to execute the Rt 1B PPI Study contract on behalf of the Town.*

## Route 1B PPI Study, Damariscotta

### Project Expenses

Task 1. Project Administration		\$	4,887.24
Task 2. Assessment of Existing Conditions		\$	6,118.96
Task 3. Public Engagement		\$	4,006.52
Task 4. Assessment of Future Conditions		\$	7,714.52
Task 5. Development of Conceptual Plans		\$	13,037.64
Task 6. Draft Report & Development		\$	9,634.88
Task 7. Final Report & Delivery		\$	2,766.84
	<b>Subtotal Personnel Costs</b>	<b>\$</b>	<b>48,166.60</b>
	Overhead %	175.52%	\$ 84,542.02
	Profit/Fee %	10%	\$ 13,270.86
	Direct Expenses		\$ 2,503.36
	<b>Total Est Eng/Prof Svcs</b>	<b>\$</b>	<b>148,482.84</b>

### Project Funding

Estimated Project Funding	Est Project Amount	Award Amount	Town Match	Total
MDOT PPI Grant (028984.00)	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00
			<b>Total Project Funding</b>	<b>\$ 150,000.00</b>
<b>Project Balance</b>				<b>\$ 1,517.16</b>



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## MEMO

To: Select Board  
From: Andrew Dorr, Town Manager  
Date: November 14, 2025  
Re: Castner Brook Culvert Replacement

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### **Overview:**

The culvert replacement project has been funded through a federal/state grant award. At the time of the grant submission, we estimated the total project to cost \$981,000. The grant will cover 80% of the project cost, up to \$784,800 with the remaining balance covered by our match. Currently, the matching fund amount of \$196,200 will utilize the bond proceeds from 2022.

Included with this memo is an overview of the estimated cost to complete this project. These are updated from a 2022 cost estimate that we utilized for the CDS funding request. I have attempted to account for increases in cost since then, noting a change of over \$230,000. Once the planning work is completed, we will have a better understanding and estimate of cost.

Overall, we are able to proceed, though we will need to monitor some of the upfront expenses and be mindful that my projections show there will be a need for additional appropriations to complete the project. Any additional appropriations can take place in the future once figures are known.

### **Recommended Action:**

Proceed with accepting the price proposal from Gartley & Dorsky and authorize the Town Manager to execute the contract.

### **Possible Motion:**

*Move to authorize the Town Manager to execute the Castner Brook Culvert Replacement contract for engineering services on behalf of the Town.*

## Castner Brook Culvert Replacement

Project Expenses		
	Estimated Costs (Dec 2022)	2026 Est
Site Preparation, Excavation & Traffic Control	\$ 21,500.00	\$ 23,650.00
Site Work (Backfill, Underdrain, & Grading)	\$ 55,425.00	\$ 63,738.75
Asphalt & Guardrail (Road surfacing & bridge rail)	\$ 28,375.00	\$ 31,212.50
Riprap, dewatering, erosion control, loam & seed	\$ 126,250.00	\$ 138,875.00
Box culvert & headwall (crane installation)	\$ 284,400.00	\$ 369,720.00
Sewer line	\$ 42,500.00	\$ 53,125.00
Pavement Removal	\$ 8,050.00	\$ 8,855.00
Estimated construction cost	\$ 566,500.00	\$ 689,176.25
Mobilization (+/- 2%)	\$ 10,000.00	\$ 34,458.81
Contingency (+/- 25%)	\$ 115,500.00	\$ 206,752.88
Total Est Construction	\$ 692,000.00	\$ 930,387.94
Engineering		\$ 78,713.96
ROW (4 properties)		\$ 30,000.00
Construction Oversight (est 5%)		\$ 46,519.40
Total Est Eng/Prof Svcs		\$ 155,233.36
<b>Total Estimated Project Cost</b>		<b>\$ 1,085,621.29</b>

Project Funding				
Estimated Project Funding	Est Project Amount	Award Amount	Town Match	Total
MDOT Grant LAP (027836.06)	\$ 981,000.00	\$ 784,800.00	\$ 196,200.00	\$ 981,000.00
Add'l Local Funding (Bond proceeds, Sidewalk or Paving Reserve, or UFB)*				\$ 104,621.29
<b>Total Project Funding</b>			<b>\$ 1,085,621.29</b>	
<b>Project Balance</b>				<b>\$ (0.00)</b>

*\*Will require board appropriation if the project amount exceeds the currently awarded grant/local match*

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

**"ANIMAL CONTROL SERVICES"  
(ACO Contract)**

THIS AGREEMENT effective as of January 1, 2026 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF DAMARISCOTTA, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Town").

**WITNESSETH**

**WHEREAS**, the Town is desirous of contracting with Lincoln County for animal control services which are more particularly described herein; and

**WHEREAS**, Lincoln County is willing to provide said animal control services;

**NOW, THEREFORE**, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

**1 SERVICES:**

- a) Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town in order provide animal control services as is required in M.R.S.A Title 7 § 3948.
- b) The primary ACO shall be the primary responder to animal control concerns within the Town.
- c) Lincoln County, through the Office of the Sheriff, agrees to provide a secondary ACO(s) to the Town as required in M.R.S.A Title 7 § 3948, at times when the primary ACO is unavailable.
- d) The primary and/or secondary ACO is expected to accept calls related to his/her duties under this contract, respond accordingly, or may conduct such business by phone when possible.
- e) The ACO(s) duties and authority are limited to those authorized by M.R.S.A Title 7 § 3947 unless agreed upon by both the Town and County.
- f) Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- g) Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.

- h) The ACO(s) will be employed by the County of Lincoln, through the Lincoln County Sheriff's Office and subject to the Sheriff's rules, regulations, and Lincoln County's Personnel Policies.
- i) Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a monthly basis to coincide with billing.

## **2. AUTHORITY**

The Town grants Lincoln County the authority to provide animal control services on its behalf in order to comply with M.R.S.A Title 7 § 3948 and any other municipal rule, regulation, or ordinance that pertains to animals within the Town, pursuant to Title 30-A §107 M.R.S.A.

## **3. REPRESENTATION OF COUNTY**

Lincoln County hereby represents and acknowledges that those services described in section 1 of this Agreement would not be provided through any appropriation of the annual Budget of Lincoln County, in the event this Agreement did not exist, and that they are supplementary to any services provided through any such appropriation.

## **4. TERM**

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 1, 2026 and terminating December 31, 2026 unless this Agreement is earlier terminated as set forth in Section 14 hereof.

## **5. PERSONNEL — SHARED RESOURCES**

- a) The Town and the County recognize that there will be times when the primary ACO is unavailable to accept animal control calls. With those times in mind, Lincoln County agrees to establish a list of on call secondary ACO's, consisting of ACO's from other participating municipalities who will be able to accept animal control calls when the primary ACO is unavailable. The Town agrees that the primary ACO may participate in the on call list to assist other Towns as established by Lincoln County.
- b) The Town agrees that the primary animal control officer assigned to duty in the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of an established law enforcement agency or other ACO. The ACO's so responding shall return to duty in the Town as soon as possible.
- c) Both parties agree to utilize ACO's from other Towns who participate in similar ACO agreements with Lincoln County as secondary on call ACO's for the purpose of this agreement.

- d) The Office of the Sheriff shall provide the Lincoln County Communications Center (LCCC) with an up to date list of primary and secondary ACO's and their respective contact information. In addition the Sheriff shall provide the LCCC with an up to date schedule of which secondary ACO is on call and available to respond as needed.

## **6. SELECTION OF ACO's**

- a) Lincoln County in consultation with the Town shall make all decisions regarding hiring and firing of the primary and secondary ACO(s), provided, however, that Lincoln County shall replace the Primary ACO only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not terminate the Primary ACO's employment before making provision for his/her replacement. Lincoln County shall allow and invite a representative from the Town to participate in the selection of the Primary ACO. Lincoln County shall provide a list of names and Towns of residence of all ACO(s) providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.
- b) The Town agrees that all requests made by the ACO to the Town pertaining to equipment, training, work schedule and other related matters will be referred to the Sheriff's Office for approval. In addition, all ACO's shall meet the State and County training and other requirements for Animal Control Officers.
- c) Lincoln County, through the Sheriff's Office, shall provide the Town with written responses to citizen inquiries and complaints which are directed towards the ACO's when appropriate. Such responses shall be provided by the Sheriff within 60 days of filing.

## **7. EQUIPMENT**

The Town agrees to allow Lincoln County to use any ACO related equipment in its possession for the duration of this agreement. Lincoln County agrees to coordinate the replacement, upgrade, or purchase of new equipment with the Town and other Towns who participate in similar agreements to maximize efficiency and reduce duplication. Any equipment related costs must be approved by the Town in accordance with section 9 of this agreement.

## **8. BUDGET and CONTINGENCY**

- a) The Town shall establish the annual budget for animal control services as it deems appropriate. Lincoln County agrees to monitor and operate within the budget set by the Town for purposes of this agreement.
- b) Both parties recognize that unforeseen or unplanned for expenses directly related to animal control services may occur during the term of this agreement. Each party agrees to notify the other as soon as practical when a situation arises that is outside of the normal ACO operations budget. The Town agrees to take appropriate steps to ensure that a contingency is available to cover any such costs.

**9. COST**

- a) For the term of this Agreement, the Town shall compensate Lincoln County for the work hours of the ACO(s) enforcing the Town's requirements in M.R.S.A Title 7 § 3948 at a rate set by the County and agreed to by the Town in addition to all applicable benefits. The ACO rate for the period of this contract shall be \$26 per hour plus FICA, Workers Comp, and MePERS contributions. Any changes to the agreed hourly rate must be mutually agreed upon between the Town and Lincoln County.
- b) The Town agrees to compensate Lincoln County an amount not to exceed \$300.00, for providing an on call ACO during the term of this Agreement. Such amount shall be billed annually, as part of the regular billing process.
- c) The Town also agrees to pay the IRS mileage rate set by Lincoln County for any ACO who physically responds to duties directly related to this agreement.
- d) The Town agrees to pay a minimum of two hours for each ACO who is physically required to respond to a call. In addition, the Town agrees to pay by the hour for calls requiring a phone response. In any case only actual hours worked shall be calculated for purposes of overtime pay.
- e) The Town agrees to pay the costs of the ACO's inoculations, training, office supplies, photocopying, equipment and the like directly related to this agreement, except in cases where these costs may be shared among participating municipalities then the Town agrees to share equally in those costs.
- f) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Finance Office at P.O. Box 249, Wiscasset, ME 04578 on a monthly basis.
- g) Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above.
- h) Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.
- i) Lincoln County agrees that the ACO(s) providing the services to the Town shall be employee(s) of Lincoln County and not those of the Town, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

**10. INDEMNIFICATION AND HOLD HARMLESS**

The Town hereby agrees to indemnify, save harmless and defend Lincoln County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.

**11. STANDARD OF PERFORMANCE**

- a) Lincoln County and all participating Towns agree to form an Advisory Committee consisting of at a minimum one ACO, one representative from each participating municipality, and one county representative. The Advisory Committee shall meet as needed to evaluate the effectiveness of this agreement, training, equipment and other needs, and to report its findings with recommendations to each party to this agreement. Lincoln County through the Sheriff's Office shall host and coordinate Advisory Committee activities with the Town(s).
- b) The Town and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the ACO(s) performed under this Agreement, and may mutually choose to do so through the Advisory Committee, provided, however, that Lincoln County shall make the final determination on said issues.
- c) Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County

**12. JOB DESCRIPTION(S)**

A copy of all relevant Job Descriptions for Town and County positions shall be attached to and be made a part of this Agreement.

**13. ARBITRATION**

- a) In the event of dispute between the parties, either party may request arbitration to resolve such dispute. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- b) The arbitrator shall be Justice J. David Kennedy of Eaton Peabody in Brunswick, Maine. Should Justice Kennedy be unable to serve, he shall appoint another arbitrator for which no conflict exists.
- c) All parties shall send a representative to the arbitration empowered to make a full settlement and represent the party in arbitration.
- d) The claim, dispute or other matter shall be submitted to the arbitrator and the arbitrator shall render its decision within thirty (30) days from the close of the hearing.
- e) All costs of the arbitration shall be borne equally by each party.
- f) The decision of the arbitrator shall be final and conclusive between the parties.

**14. TERMINATION**

- a) This Agreement shall expire on December 31, 2026 unless earlier terminated in accordance with paragraph (B) of this Section or unless extended as set forth in Section 15 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.
- b) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

**15. EXTENSION**

Unless terminated on notice, as provided in Section 10 above, rights and privileges herein granted, together with all other provisions of this Agreement, shall continue in full force and effect, subject to necessary adjustment of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Agreement to be extended for such an additional period.

**16. SHARING OF RECORDS**

When records with identifiable information are requested by the Town and provided by the County under this agreement, the Town agrees to accept all liability related to these records subject to Maine's Freedom of Access laws including Title 16 MRSA Chapters 7 and 9. The Town further acknowledges that any further dissemination of any records provided by the County under this agreement are subject to all provisions of Maine law.

**17. ENTIRE AGREEMENT**

This instrument embodies the entire Agreement of the parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF DAMARISCOTTA by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first below written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE: BY:  
CHAIRMAN  
COUNTY COMMISSIONERS

DATE: BY:  
SHERIFF

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF: TOWN OF DAMARISCOTTA

DATE: BY:

ATTEST: COUNTY or DEPUTY COUNTY ADMINISTRATOR

**TO:** Damariscotta Select Board

**FROM:** Emerson Wesselhoff (Island Institute Fellow), Town of Damariscotta

**DATE:** 11/12/2025

**SUBJECT:** Common Good Grant Application

**Purpose:**

The Town of Damariscotta seeks the approval of the Select Board to draft a Letter of Intent for the Common Good Grant application on their behalf.

**Bowdoin College will again offer the Common Good Grant through the McKeen Center for the Common Good.** The Common Good Grant provides over \$30,000 to local non-profits that serve Mid Coast Maine and who collaborated on Community Immersion Orientation Trips 2025 with our office. With the intent of maintaining current programs as well as funding new initiatives that serve local communities, the grant is made possible by a group of donors interested in providing students the opportunity to learn about the field of philanthropy while developing relationships with non-profit organizations. Grants will be awarded by the Common Good Grant Committee, a group of twenty-four Bowdoin students advised by the staff of the McKeen Center.

**This year's areas of focus for grant applicants include:**

- Adult and Youth Education and Development
- Arts and Culture
- Environment, Agriculture, and Sustainability
- Equity and Justice
- Health and Basic Needs

**Timeline:**

A Letter of Intent must be submitted by November 26th. Applicants will be notified by mid-December regarding their status and, should they advance, be invited to submit a full grant application electronically in January. This grant is intended for use during the time-period between April 2026 and April 2027.

## **Projects for Consideration**

### **Public mural installation:**

- In accordance with comp plan strategy ART.01-01d: *Create opportunities for volunteer-led, inexpensive, short-term community art projects or demonstrations that demonstrate the impacts of public art in a visible way.*
- Creation of a temporary public mural installation, with an emphasis on centering local artists and local pride for the Town of Damariscotta.

### **Calvin Dodge archival efforts:**

- In accordance with comp plan strategy HIS.03-03b: *Partner with the Lincoln County News to inventory and archive Calvin Dodge articles related to local history.*
- Work with Skidompha Library and the Lincoln County News to assess the current conditions of Calvin Dodge archival materials, including those on-site at Skidompha, ultimately creating and implementing a plan for preservation and future use.

### **Museum in the Streets:**

- In accordance with comp plan strategy HIS.04-01c: *Create a Museum in the Streets walking tour.*
- Work with the Damariscotta Historical Society to create a Museum in the Streets exhibition. Partnering with the Museum in the Streets organization for physical design and installation, this work would create a physical and interactive monument to Damariscotta's historical significance.

# DAMARISCOTTA ELECTRIC VEHICLE MUNICIPAL CHARGING POLICY

November 19th, 2025

## **Purpose**

The purpose of this policy is to provide procedures and standards relating to the installation, operation, and maintenance of electric vehicle charging stations installed in municipal parking lots in Damariscotta.

## **Definitions**

**Electric Vehicle (EV)** – a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (Battery Electric Vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (Plug-in Hybrid Electric Vehicle). Under this policy, a gas-powered hybrid vehicle that does not require charging from an external source shall not be considered an electric vehicle.

**Charging Station** – the physical location that provides electric charging services to electric vehicles. The charging station is the basis of connection for individual charging ports.

**Charging Port** – the system attached to the charging station capable of supplying electricity to one vehicle. Charging ports can also be referred to as an electric vehicle supply equipment (EVSE) port. Each port contains several connectors, which work together to supply power to one car.

**Level 2 Chargers** – With the “level” of charger denoting its electrical power output capability, level 2 chargers use 240V electric outlets and produce an electric current of anywhere between 3 and 20 kW AC current. Level 2 chargers can charge a BEV to 80 percent from empty in 4-10 hours and a PHEV in 1-2 hours.

**SAE J-1772** – A North American standard for electric vehicle connectors found at each charge port. The J-1772 uses a 5-pin connector, and is also known as a “J-plug” or “Type 1” connector.

**External contractor** – A company, association, or contractor hired by the Town of Damariscotta to help plan and/or implement any facet of electric vehicle policy and infrastructure projects.

**Kilowatt hour (kWh)** – a unit of energy representing the amount of electrical energy used by a 1,000 watt appliance running for one hour.

**Battery Electric Vehicle (BEV)** – a vehicle that can only be powered by an electric motor that draws electricity from a battery

**Plug-in Hybrid Electric Vehicle (PHEV)** – a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine

**Idling** – An electric vehicle will be considered “idling” when over ten (10) minutes has passed since the duration of a 3 hour parking period has elapsed OR when the electric vehicle’s battery has reached capacity, and the EV has not yet vacated the spot.

### **Operating Standards**

- (1) The electric vehicle charging stations will be operational and accessible for public use on a year-round basis.
- (2) The electric vehicle charging stations will be set to a three (3) hour charge/parking limit per vehicle.
- (3) Use of the electric vehicle charging stations will be open to any electric or semi-electric vehicle compatible with the provided charging infrastructure, including but not limited to Battery Electric Vehicles (BEVs) and Plug-in Hybrid Electric Vehicles (PHEVs).
- (4) Use of the electric vehicle charging stations is dependent upon presence of required connector types on both the charging station and customer vehicle. As of the adoption of this policy, all required connector types provided by the Town of Damariscotta are Level 2 chargers equipped with an SAE J1772 plug.

- (5) Use of the electric vehicle charging station requires that vehicles must unlock from the charger at the end of a charging period, or when the vehicle battery is full. This can be configured in the vehicle's settings or accomplished manually by the vehicle's owner.
- (6) Any electric vehicle parked in the designated electric vehicle charging spots must be plugged in and actively utilizing the charging features in order to make use of the space. Any electric vehicles parked but not plugged in to the charging port will be subject to penalty as outlined in this policy.
- (7) Electric vehicles left idling for longer than ten (10) minutes after the successful completion of a charge will be subject to penalty as outlined in this policy.
- (8) The Town of Damariscotta reserves the right to adjust the per kilowatt-hour (kWh) charging rate, the usage fee, and the idle fee as determined by Town staff and current local, state, or federal policy. All rates and fees are informed by the recommendation of local electric utilities, historical usage trends, and local and national averages.
- (9) Installation and maintenance of the charging stations will be accomplished by external contractors, while rate setting and policy enforcement will be conducted by the Town of Damariscotta.

### **Usage Fees:**

The fee to utilize the electric vehicle chargers will be based on the market price of electricity, paid by the municipality per kilowatt hour (kWh), with an addition of twenty (20) cents. The municipality will be responsible for tracking and setting the price as necessary, with regard to state and national electricity costs.

### **Required Notices**

At every charging station, the following notices will be posted:

- (1) Voltage and amperage levels of the charging station in question;

- (2) Hours of operation;
- (3) Usage fees, including both standard use fees and the rates charged per kWh of charging;
- (4) Charging policy regarding the lock status of the car and plug;
- (5) Safety information, including but not limited to location and operation of the emergency shut-off, cord placement and management, and vehicle placement.
- (6) Contact information for reports and maintenance, which must contain at minimum a service phone number (for the sake of this policy, the number will be for the Town Office).

All required notices must be updated with any changes to the aforementioned information. They also must be visible to all customers, with visibility maintained in year-round weather conditions.

Upon confirmation of a charging port's inability to operate, signage will be placed to temporarily block access to that port until the problem is resolved.

### **Accessibility Standards**

All groups of one or more electric vehicle parking spots must include wheelchair accessible, accessibility-compliant parking spaces (exact number to be determined after assessment of existing accessible parking spaces and infrastructure, in regulation with the Americans with Disabilities Act).

If the space(s) is occupied by a non-electric vehicle without a handicap placard or designation, the vehicle operator will be subject to the fines and penalties outlined in this policy.

Occupation of EV handicap spaces by a handicap-permitted electric vehicle is preferred. Non-EV handicap vehicles may only park in the spot as a "last resort" (when all other non-EV handicap spaces are filled).

**Enforcement**

All enforcement of the measures outlined in this policy will be in compliance with those found in the Town of Damariscotta’s Traffic and Parking Ordinance. Enforcement of parking time limits will be regularly enforced by the Damariscotta Police Department.

**Violation and Penalties**

Violation of this policy will result in penalties, paid in full by the violator. They are as follows:

- (1) Electric vehicles parked over 3 hours – for fees relative to this violation, refer to the fee schedule.
- (2) Electric vehicles parked, but not plugged into the charging station – for fees relative to this violation, refer to the fee schedule.
- (3) Parking a non-electric vehicle in an EV parking spot – for fees relative to this violation, refer to the fee schedule.
- (4) Parking a non-handicap EV in a handicap space when it is not the last option – for fees relative to this violation, refer to the fee schedule.
- (5) Idling – Upon reaching idle status as defined in this policy, an additional idling fee of 3 \$/hour will be imposed on top of the standard kWh rate for the remainder of the time spent plugged into the charging station.

Approved by the Select Board on this 19th day of November, 2025

\_\_\_\_\_  
Daryl Fraser, Chair

\_\_\_\_\_  
Andrew Keushguerian

\_\_\_\_\_  
Tom Anderson, 1st Vice Chair

\_\_\_\_\_  
Darryl Day

\_\_\_\_\_  
Dan Hunter, 2nd Vice Chair



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	_____

## MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL/STATE AGREEMENT

### OPERATION & MAINTENANCE OF LIGHTING FOR BRIDGE AND APPROACHES

<i>(MaineDOT Use Only)</i>			
Project Location:	<u>Town of Damariscotta</u>	Estimated Municipal Share:	<u>\$0.00</u>
State WIN #:	<u>026019.00</u>	Vendor Customer #:	<u>DAMARISCOT</u>
Federal Aid Project #:	<u>2601900</u>	Agreement Begin Date:	<u>11/24/2025</u>
Bridge #:	<u>N/A</u>	Agreement End Date:	<u>12/31/2028</u>

This Agreement is entered between the **Maine Department of Transportation** (hereafter the “**MaineDOT**”) and the **Municipality of Damariscotta**, a municipal corporation located in the County of Lincoln (hereafter the “**Municipality**”) (hereinafter the “**Parties**”) regarding the operation and maintenance of the lighting fixtures and wiring at the Roundabout at Route 1 and Belvedere Road (the “**Lighting**”) under Project Identification Number 023027.00 (hereafter “**Project**”) as follows:

- A. **MaineDOT** has undertaken the Project to install a Roundabout at Route 1 and Belvedere Road in Damariscotta. **MaineDOT** shall retain ownership of the Lighting and all equipment appurtenant thereto and agrees to be responsible for any capital repair or replacement necessary to correct any manufacturer's defect or faulty workmanship therein during the warranty period, unless agreed otherwise by the Parties.
- B. The **Municipality** agrees to operate and maintain the Lighting installed under the Project in such a manner as is necessary to preserve the use and function thereof as designed and intended by the Project as follows:
  1. The **Municipality** shall repair or correct all malfunctions and/or deficiencies in the Lighting. If the Municipality fails to correct deficiencies in the Lighting so that it functions as designed, Maine DOT reserves the right, upon written prior notification to the Municipality, to make all necessary repairs at the **Municipality’s** expense.
  2. The **Municipality** agrees to be responsible for the electrical service for the Lighting and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
  3. The **Municipality** shall preserve and maintain the Lighting visibility by replacing any lighting elements that fail to function for any reason or removing any obstructions or impairments that may occur.

- 4. The **Municipality** shall not change or modify the Lighting without the express written approval of the **MaineDOT**.
- 5. The **Municipality** agrees to maintain the Lighting with equipment technology equal to or greater than what has been installed.

**C. TRAFFIC CONTROL PLAN**

The **Municipality** agrees to implement all necessary traffic control in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).

**D. MISCELLANEOUS PROVISIONS**

The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other’s performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

The parties hereto agree to be bound by the terms and conditions of this Agreement and hereby execute this Agreement in duplicate effective on the day and date signed by the Department.

**TOWN OF DAMARISCOTTA**

By: \_\_\_\_\_

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

Title: **Andrew Dorr, Town Manager**

**MAINE DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

Title: **Todd E. Pelletier, PE, Director of Bureau of Project Development**

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Dale F. Doughty  
ACTING COMMISSIONER

November 12, 2025

Andrew Dorr  
Damariscotta Town Manager  
21 School Street  
Damariscotta, ME 04543

Dear Mr. Dorr:

I am writing to follow-up regarding our recent conversations related to lighting at the Route 1 and Belvedere Road Roundabout in Damariscotta. When MaineDOT makes safety improvements that include lighting, municipalities typically assume maintenance responsibilities and pay for the cost of electricity. These partnerships exist throughout the state and currently in Damariscotta, including the Route 1 and Belvedere Road intersection.

The proposed agreement provided to you in Docusign supersedes the attached 2004 agreement where Damariscotta was responsible for the flashing beacon at the Belvedere Road and Route 1 Intersection. I apologize for the timing of this agreement. Given that this is a continuation of electricity and maintenance at the same location, MaineDOT did not realize the local process associated with entering into an agreement for continued services. Therefore, MaineDOT will cover electricity costs at this intersection until you are able to sign this agreement.

Thank you once again for your support with safety improvements at Route 1 and Belvedere Road. Please let us know if you have any further questions associated with this agreement. We look forward to continuing to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin Rooney'.

Martin Rooney,  
Senior Project Manager

**MUNICIPAL/STATE  
AGREEMENT**  
BETWEEN THE  
STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
AND THE  
TOWN OF DAMARISCOTTA  
REGARDING THE  
INSTALLATION, OPERATION & MAINTENANCE OF A  
FLASHING BEACON AT THE INTERSECTION OF  
ROUTE 1 & BELVEDERE ROAD  
UNDER  
FEDERAL AID PROJECT NO. STP-1075(300)X  
PROJECT IDENTIFICATION NUMBER 10753.00

This AGREEMENT is entered into by and between the STATE OF MAINE DEPARTMENT OF TRANSPORTATION (hereafter the DEPARTMENT) and the TOWN OF DAMARISCOTTA, a municipal corporation located in the County of Lincoln (hereafter the MUNICIPALITY) regarding the installation, operation and maintenance of a flashing beacon at the intersection of Route 1 & Belvedere Road, in the Town of Damariscotta, under Federal Aid Project No. STP-1075(300)X/Project Identification Number 10753.00, (hereafter project) as follows:

- A.** The DEPARTMENT agrees to provide 100 % of the funding for the project and to procure a contract to furnish and install a flashing beacon as a part of the project in accordance with the plans and specifications developed for the project, to which reference is hereby made for a more particular description thereof. The DEPARTMENT shall retain all ownership of the flashing beacon and all equipment appurtenant thereto and agrees to be responsible for any repair or replacement necessary to correct any manufacturer's defect or faulty workmanship therein during the warranty period, unless agreed otherwise by the parties hereto.
- B.** The TOWN agrees to operate and maintain the flashing beacon installed under the project in such a manner as is necessary to preserve the use and function thereof as designed and intended by the project as follows:
1. The TOWN shall repair or correct all malfunctions and deficiencies in the flashing beacon expeditiously. Any failure to correct the flashing beacon to function as designed could, upon written notification from the DEPARTMENT, result in the DEPARTMENT making all necessary repairs at the TOWN's expense.
  2. The TOWN agrees to be responsible for the electrical service for the flashing beacon and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.

3. The TOWN shall preserve and maintain the visibility of the flashing beacon at all times by removing all visual impairments thereto.
4. The TOWN shall make no operational changes or modifications to the flashing beacon without the express written approval of the DEPARTMENT.
5. The TOWN shall notify the DEPARTMENT in writing prior to any removal or replacement of the flashing beacon.
6. The TOWN shall maintain all signs and striping necessary or incidental to the operation of the flashing beacon as furnished and installed under the project.
7. The TOWN agrees to maintain the beacon with equipment technology equal to or greater than what has been installed.

**C. TRAFFIC CONTROL PLAN**

The TOWN shall implement a Traffic Control Plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) including a provision for Town employees and/or contractors entering the State's right-of-way for long-term maintenance.

**D. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**

This Agreement imposes an obligation of good faith and fair dealing on both parties in the execution, performance, interpretation, and enforcement of the Agreement. With a positive commitment to honesty and integrity, the TOWN and the DEPARTMENT agree to function within all applicable laws, statutes, regulations, MUTCD, OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

The parties hereto agree to be bound by the terms and conditions of this Agreement and hereby execute this Agreement in duplicate effective on the day and date signed by the Department.

**TOWN OF DAMARISCOTTA**

DATE: 3/8/04

By:   
 William Post  
 Town of Damariscotta

**STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION**

DATE: 3/24/04

By:   
 Roger Gobeil  
 Director, Maintenance & Operations