



Town of Damariscotta Select Board Meeting

December 3, 2025

Damariscotta Fire Station

27 Massasoit Drive

5:30 PM

Join Virtually

Meeting: <https://us02web.zoom.us/j/85228756628>

AGENDA

Pledge of Allegiance

Call Select Board Meeting to Order

- i. **Minutes**
 1. November 19, 2025
- ii. **Financial Reports**
 1. Payroll Warrants #___
 2. Accounts Payable Warrants #___
- iii. **Citizen Comments and General Correspondence**
- iv. **Town Manager's Report**
- v. **Official Action Items**
 1. Traffic and Parking Ordinance: Possible Approval of Amendments
 2. Lincoln County Shellfish Management Contract: Possible Approval of Contract for CY 26
 - 3.
- vi. **Select Board's Discussion Items**
 1. Holiday Office Hours
- vii. **Adjournment**

Select Board/Budget Committee

Joint Meeting

November 19, 2025

Town Office @ 4:30 PM

Minutes

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

Budget Committee: Richard McLean, Constance Magistrelli, Gary Rosenthal, Shari Sage, Mary Devlin, Larry Sidelinger, Leah Puckey, Susan McAlister (alternate)

Absent Budget Committee: Karen O'Bryan, Bruce Rockwood, Jenny Begin (alternate)

Other Present: Andrew Dorr, Town Manager; Cheryl Pinkham, Town Treasurer; Michael Martone, Town Planner; Emerson Wesselhoff, Island Fellow; Ali Juell, LCN

A. Call to Order Select Board Mtg

Fraser called the Select Board to order at 4:30.

B. Call to Order Budget Committee Mtg

McClellan called the Budget Committee to order at 4:30.

C. Official Action Items

a. Election of Officers (Budget Committee)

i. Chair

Magistrelli nominated McLean as Chair

Second by Sidelinger

Vote: 7/0/0

ii. Vice-Chair - Tabled

iii. Secretary

Magistrella nominated Devlin as Secretary

Second by Sidelinger

Vote: 7/0/0

Introductions were made.

D. Discussion Items:

a. Proposed FY 27 Budget Process

Dorr proposed a draft budget timeline schedule calling attention to earlier Department Head presentations and allowing more time for Board/Committee deliberations. Also suggested was a meeting on December 3, 2025 for the Budget Committee to review any questions new members may have and perhaps have input for the Town Manager early in the process.

Motion by Devlin to meet on December 3, 2025
Second by Sage
Vote: 6/1/0

Motion by Devlin to meet at 4:30 p.m.
Second by Sage
Vote 6/1/0

- b. Review Budget Documents
- c. Select Board Strategic Plan
- d. Current Capital Improvement Plan
- e. Anticipated Budget Impacts/Pressures
- f. Schedule next committee meeting

Dorr shared FY26 documents: 10-year capital reserve annual allocations, a sample capital improvement/reserve request form, a listing of current projects by department, current FY27 assumptions that will impact the budget, a pie chart illustrating tax bill appropriations and the 25-26 municipal tax rate calculation form. Dorr explained that only the municipal appropriation line (#8) on the form could be impacted by the actual approved budget. McLean shared that he was aware people are complaining about the cost of everything. Fraser noted that there was a tool on the website that could break down someone's total real estate tax bill and show dollars by every department. There was discussion regarding contracted services and little choice in the rates the Town is charged. The school budget and large contracts such as water and sewer have public meetings prior to their figures being finalized. The CLC ambulance service which used to be calculated by Town assessment, call rate and a population factor. The call rate has now been removed and calculated on a tax basis. Anderson shared that there was a surplus that would be shared among towns and that cost could decrease for FY27.

Sage shared an anecdote which illustrated that billing is at a different rate if used as emergency transportation vs non emergency.

McLean clarified for the Budget Committee that the police chief is not part of the union so that salary is negotiated separately, along with the benefits

Devlin thought that it would be helpful if the non-negotiable items be highlighted in some way, so time wasn't wasted discussing something technically nonnegotiable.

McLean reminded members of the budget committee to email any questions to the Town Manager rather than group emails, as they would constitute a meeting.

E. Adjourn

Motion by Fraser to adjourn the Select Board meeting.

Second by Day

Vote: 5/0/0

Motion by Devlin to adjourn the Budget Committee meeting.

Second by Puckey

Vote: 7/0/0

DAMARISCOTTA TRAFFIC & PARKING ORDINANCE

Revised _____, 7/1/2015, 7/11/2012; 8/6/2003; 7/26/2000; 3/18/1998
TRAFFIC AND PARKING ORDINANCE
TOWN OF DAMARISCOTTA

ARTICLE ONE

SECTION I: Definitions of words and phrases:

- 1.1 BUSINESS SECTION

ALL streets and portions of street parking lot within the area designated. The BUSINESS SECTION of the town of Damariscotta comprises: that section of Main St. (Business Route 1) from the Damariscotta river bridge to U.S Route 1 town line and all connected streets or parts thereof; Water St; Cross St.; Elm St.; Vine St.; Church St.; Bristol Road (Rt. 129.) School St.; Biscay Road; Belvedere Road; Keene's Woods Road; Old Route 1.

- 1.2 VEHICLE

All kinds of conveyances for person and property except those used exclusively on track.

- 1.3 PUBLIC WAY

All streets, roads, parking lots of which the public has a right of access of (as described in MRSA 17-A section 505)

- 1.4 COMMERCIAL VEHICLE

Every vehicle designated, maintained or used primarily for transportation of property.

- 1.5 PARK

The leaving of a vehicle, whether occupied or un-occupied, temporarily for the purpose of loading or unloading of merchandise or passengers.

- 1.6 DRIVER

A person who drives or is in actual physical control of the vehicle.

- 1.7 POLICE OFFICER

Any officer of the Police Department, or any person authorized to direct traffic or make an arrest for violation of traffic regulations.

- 1.8 SIDEWALK

That portion of street between the curb line or the lateral line of a roadway and the adjacent property line intended of use by pedestrians.

- 1.9 PEDESTRIAN

A person on foot; a person walking.

- 1.10 ALLEY

A street or way intended to provide access to the rear or side lots of a building in urban district and not intended for the purpose of through traffic.

- 1.11 FIRE CHIEF

A person who is appointed by the Town of Damariscotta to fight fires and other emergencies.

- 1.12 FIREMAN

A person who volunteers to fight fire and is employed by the Town of Damariscotta to fight fires and other emergencies.

- 1.13 OFFICIAL TIME STANDARD

When certain hours are named herein they shall mean standard time or daylight savings time- whichever are in current use in the municipality.

- 1.14 EMERGENCY VEHICLES

Ambulances and any other vehicles belonging to the police or fire departments shall have the right of way in any street and through any procession. All vehicles shall go to the right of road or street as near the curb or gutter as possible, and come to a complete stop at the sound of approaching sirens or bells of all fire apparatus including vehicles owned by firemen. It shall be unlawful for any person to drive any team, automobile, truck, tractor, or any other motor vehicles over any section(s) of hose which shall hereafter be laid by the Fire Department of the Town of Damariscotta upon the streets of this town.

- 1.15 MUNICIPAL PARKING LOT

The municipal parking lot is defined as follows: Starting at the intersection of the Damariscotta River and the westerly lot line at the First Church of Christian Scientist (lot 6 map 6) proceeding North along the westerly lot line of lot 6 and 7B, map 6 to the southeast corner of lot 8, map 6; thence West along the southerly borders of lots 8,9,10 to the intersection with lot 12; thence following the East, South and West borders of lot 12, to lot 13, thence westerly to the intersection with lot 14-1 map 6; thence following the easterly, and westerly bounds of lot 14-1 to lot 15; thence following the southerly and westerly bounds of lot 15 to lot 16A thence following the southerly bounds of lots 16A, 16, 17, 18, 19, and across-the-right of way of the easterly shore of Misery Gulch; thence following the shore of Misery Gulch and the Damariscotta River to the point of beginning. The municipal parking lot is also shown on map 6 of the property maps of the Town of Damariscotta, prepared by James W. Seawall Company, and is shown South of lots 19-8: West of lots 6 & 7; northeast of Damariscotta River and Misery Gulch.

For the purpose of this section and section III of this ordinance, Boat Landing Vehicles shall be defined as vehicles with a boat trailer attached or vehicles displaying a valid boat landing parking permit issued by the Town pursuant to Section 1.20 herein.

There shall be three (3) hour parking in the municipal parking lot from 6:00 A.M to 6:00 P.M excluding Sunday, with the following exceptions:

- (a) All of the spaces, along the South side of the municipal parking lot (the water's edge) which will be designated as 8 hour parking from 6 am to 6 pm.
- (b) There will be fourteen (14) parking spaces in the municipal parking lot which will be reserved and as Boat Landing Parking specifically for vehicles using the public boat landing facility and shall be designated as follows:
 - 8 spaces for vehicles with boat trailers attached or vehicles displaying a valid boat landing parking permit along the waters edge (south side of lot);
 - 2 spaces only for vehicles with boat trailers attached along Misery Gulch;

- 4 spaces only for vehicles with boat trailers attached in the middle row.
- (c) Entrance and Exit shall be by the Southeast corner by Savory Maine (formerly Christian Science Church) and Northwest corner by Fish Market. Traffic is to travel in both directions.
- 1.16 WINTER PARKING

No person shall leave or park any vehicles of which she/he has charged possession, or permit the same to stand on any street, municipal parking lot or road to the town of Damariscotta between the times of 9 P.M to 7 A.M from November 15th until April 15th of each year due to removal of snow. All vehicles hindering snow removal will be removed and stored at the expensed of the owner or person in charge or control of same.
- 1.17 SEASONAL STREET CLEANING

No person shall leave or park any vehicle of which he/she has charged or possession, or permit the same to stand on Main Street (Business Route 1) from the Damariscotta river bridge, to Bristol Road, on Elm Street from Main Street to the intersection on Theatre Street, or on Theatre Street in the town of Damariscotta on Mondays & Thursdays, between the times of 5 A.M and 7 A.M from April 1st to November 1st every year due to street sweeping and cleaning. Any vehicle in violation may be ticketed or removal and impounded or stored at the expense of the owner or person in charge or control of same.
- 1.18 MAIN STREET:

In the business section of Damariscotta, which includes the North and South side of Main Street (Business Route 1) from the bridge East to Westerly Bristol Road (Route 129), East side of Water Street from junction of Main Street (Business Route 1) and Water Street to Cross Street North curb line extended: A vehicle shall not be parked for a period in excess of one hour at any time between the hours of 6am. to 6pm.
- 1.19 HANDICAPPED PARKING

A parking space for a handicapped person only. Must have handicapped plates or placard.

(a) Definitions. Any physical handicapped person employed in a business establishment serviced by parking spaces may obtain a license giving him/her permission to park for a unlimited period of time In such a parking space as the town Selectmen may designate. Such designated space shall be marked and identified to show that it is so reserved for such physical handicapped person. The designation of the parking space must also be agreed to by the manager of the store of which the parking space is located. Any parking space thus designated shall be reserved exclusively to the person to whom the said licensed is granted.

(b) Application. All applications for such license shall be made in writing, directed to the town Selectmen, who may or may not, at their discretion, grant such license. See appendix A for agreement form.

(c) Fees. The fee for such license is to be \$50.00.

(d) Handicapped parking space for the exclusive use by persons with vehicles displaying handicapped Registration Plates or placard shall be establish as follows:

(1) One space, on the southerly side of Main Street, in front of James Gallagher's law office.

(2) One space, on the northerly side of Main Street in front of Damariscotta Bank & Trust.

(3) One space, on the southerly edge of the Municipal Parking Lot, near the southwest corner of the Christian Science Church.

(4) One space at the corner of Main and Elm Street, in front of King Eiders Pub

(5) One space in the Municipal waterfront parking lot East end, North side of the set parking spaces. The Chief of Police shall be responsible for designating and marking such spaces to show that they are reserved for use by the physically handicapped.

- **1.20 BOAT LANDING PARKING PERMITS**

Any boat owner keeping a boat or boats on permanent moorings in Damariscotta Harbor may obtain a permit entitling for him or her to park a vehicle (without a boat trailer attached) in one of the 8 spaces allocated for permit use pursuant to section 1.15 herein. Applicants for a permit will be required to provide proof of boat and mooring ownership and current use of the same. A letter or telephone verification from the harbor master or assistant harbormaster shall be deemed sufficient proof to qualify an applicant to receive a permit. Permits must be displayed in the vehicle windshield area when the vehicle is parked in the designated space.

- (a) Definitions. For the purpose of this section, the geographical limits of Damariscotta Harbor shall be considered to be the waters of Damariscotta River bounded on the South by a line between Cottage Point on the East and Little Point in the West and bounded on the North by Main Street bridge. Permanent moorings shall be considered to consist of heavy ground tackle which is designed for long term mooring of vessels and is designed and intended to remain on the ocean or river bottom when the vessel is away from its mooring.

- **1.21 ELECTRIC VEHICLE**

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.

ARTICLE 2 : TRAFFIC AND PARKING ORDINANCE

SECTION I

No person shall, stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or compliance with law or the directions of a police officer or traffic - control device, in any of the following places:

- (1) On the sidewalk.
- (2) In front of a public or private driveway.
- (3) Within an intersection
- (4) Within 10 feet of a water hydrant
- (5) On a crosswalk
- (6) Within 25 feet of a street corner except for designated parking spaces and entrances to one way streets.
- (7) Within 500 feet of any building, field or forest with an alarm of fire or other emergency has been sounded without consent of the Chief of Police or Fire Chief.
- (8) In any public street more than twelve inches from the curb, except in emergency or to allow another vehicle or pedestrian to cross its way. (9) On the roadway side or any vehicle parked at the edge or curb of a street, commonly known as double parking.

SECTION II

BUSINESS ROUTE 1

- 2.1 There shall be no parking anytime on the northerly side of Business Route 1 from CMP pole #2 easterly to CMP pole #1 for 193 feet.
- 2.2 There shall be no parking at anytime on the northerly side of Business Route 1 beginning at the intersection of East Elm Street easterly curb line extended easterly 27 feet.
- 2.3 There shall be no parking anytime on the northerly side of Business Route 1 beginning at the House of Ross driveway westerly curb line extended westerly for 31 feet.
- 2.4 There shall be no parking at anytime on the northerly side of Business Route 1 beginning at the intersection of Church Street westerly curb line extended westerly to CMP pole #9 for 398 feet.
- 2.5 There shall be parking on the southeasterly side of Business Route 1 beginning at CMP pole 15 by Damariscotta Hardware easterly to Biscay road intersection, South of curb line for 5,280 feet.
- 2.6 There shall be no parking anytime on the easterly side of Business Route 1 beginning at Biscay Road northerly to Great Salt Bay Community School driveway southerly, curb line 1,731 feet.
- 2.7 There shall be no parking anytime on westerly side of Business Route 1 beginning at Church Street northerly curb line extended northerly opposite of Great Salt Bay Community School driveway southerly curb line extended for 1731 feet.
- 2.8 Handicapped parking - one space on the southerly side of Main Street in front of James Gallagher's law office. One space on the northerly side of Main Street in front of Damariscotta Bank & Trust.

- 2.9 There shall be no parking on the northerly side of Business Route 1. Beginning at the intersection of Business Route 1 and Church Street, easterly curb line extended, easterly to the intersection of Business Route 1 and School Street westerly curb line extended for 2,865 feet.
- 2.10 There shall be no parking anytime on the south side of Business Route 1. Beginning at the intersection of Route 129 cut off, easterly curb line extended easterly to a point opposite CMP pole #13, for 46 feet.
- 2.10a All vehicles parked within the business section of the Town of Damariscotta shall be parked with its right wheels toward the curb, heading in the direction of flow of traffic.

WATER STREET

- 2.11 There shall be no parking anytime westerly side of Water Street from the southerly entrance/exit of the Municipal Parking Lot curb line extended southerly to CMP pole #11 for 1092 feet.

ELM STREET

- 2.12 There shall be no parking anytime southerly side of Elm Street beginning at the intersection of Church Street westerly curb extended for 985 feet.

CHURCH STREET

- 2.13 There shall be no parking westerly side of Church Street beginning Business Route 1 northerly, curb line extended northerly to Elm Street southerly, curb line extended 659 feet.
- 2.14 There shall be no parking on the northerly side of Church Street beginning at CMP pole 14 northerly to a point opposite CMP pole 28 for 205 3 feet.
- 2.15 There shall be no parking on the southerly side of Church Street beginning at Chapman Street westerly curb line in westerly direction 85 feet.
- 2.16 There shall be no parking on the easterly side of Church Street beginning at Vine Street northerly for a distance of 60 feet. And also beginning at the Municipal Building extending southerly for a distance of 100 feet.

CHAPMAN STREET

- 2.17 There shall be no parking on the northerly side of Chapman Street beginning at Church Street south curb line extended easterly for 150 feet.
- 2.18 There shall be no parking on the southerly side of Chapman Street beginning at the westerly Church Street curb line south extending easterly 1834 feet to westerly school street curb line.

CROSS STREET

- 2.19 There shall be no parking anytime on the southerly side of Cross Street beginning at Water Street westerly curb line extended easterly to Rout 129 westerly, curb line extended for 325 feet.

- 2.20 There shall be no parking anytime on the northerly side of Cross Street beginning at water street easterly, curb line extended easterly to Route 129 westerly, curb line extended for 150 feet.

BRISTOL ROAD

- 2.21 There shall be no parking west side of Bristol road (Rt. 129) from the northerly side of the Firehouse shop corner line extended north to the southerly Main Street (bus Rt. 1) curb line extended for 150 feet.

VINE STREET

- 2.22 There shall be no parking anytime on the southerly side of Vine Street beginning at Church Street curb line extended easterly for 200 feet.

MUNICIPAL PARKING LOT

- 2.23 Handicapped parking, first space southwest corner of parking lot, water side.
- 2.24 There shall be no parking anytime easterly entrance to Municipal Parking lot on South side from westerly Water Street curb line extended westerly direction to parking lot for 165 feet.
- 2.25 There shall be no parking anytime easterly entrance to Municipal Parking Lot on northern side from the westerly Water Street curb line extended westerly direction to parking lot for 165 feet.
- 2.26 There shall be no parking anytime on the westerly side, right of way Colby & Gale, entrance / exit to Municipal Parking Lot from the southerly Main Street (Business Route 1) curb line extended southerly to CMP pole #3:01 for 104 feet.

SCHOOL STREET

- 2.27 There shall be no parking anytime from the intersection of School Street and Business Route 1, South side, along the East and West sides of School Street, South for a distance of 500 feet.

HODGDON STREET

- 2.28 There shall be no parking on Hodgdon Street between Church Street and Pleasant Street

EV CHARGING STATIONS

- 2.29 Four EV Charging stations, eight (8) charging ports, are located south of Taco Alley, adjacent to the public restrooms. The use of these spaces are regulated by the Damariscotta EV Municipal Charging Policy as adopted by the Select Board.
- 2.30 Use of these chargers are for electric vehicles, except for the designated handicap space, which may be used by a non-EV user that is handicapped, as a last resort.

SECTION III

PARKING LIMITS

- 3.1 Business Section –2 (two) hour limit, from 6 am to 6 pm, to be enforced year round.
- 3.2 Municipal Parking Lot - General Parking
The regulations set forth in the section 3.2 shall be enforced from Memorial Day to Labor Day.
There shall be three (3) hour parking in the municipal parking lot from 6:00A.M to 6:00P.M excluding Sunday, with the following exception of boat landing parking as set forth in Section 3.3 below.
- 3.3 Municipal Parking Lot-Boat Landing Parking
The regulations set forth in the section 3.3 shall be enforced from Memorial Day to Labor Day.
All boat landing parking (as defined in Section 1.15(b)) will be all day parking. There will be no time limit for these vehicles parked in the 14 spaces so long as the vehicles either display a permit or an attached trailer as set forth in Section 1.15 (b). Vehicles without a boat trailer attached or which do not display a valid Boat Landing Parking Permit will be ticketed.
- [3.4 EV Charging Station Parking](#)
[The use of these spaces are regulated by the Damariscotta EV Municipal Charging Policy as adopted by the Select Board. Parking fees and limits may be subject to change and are best supported by the board policy.](#)

ARTICLE III

STOP SIGNS & ONE WAY STREETS

- (a) No person shall drive any vehicle past or through any intersection. having a stop sign, without bringing his/her vehicle to a FULL stop.
- (b) Stop signs shall be located in the following places:
- (c) Chapman Street, all traffic shall stop before entering School Street.
- (d) Elm Street, all traffic shall stop before entering Church Street.
- (e) Egypt Road, all traffic shall stop before entering Back Meadow Road
- (f) Hammond Road, North of Back Meadow Road, all traffic shall stop before entering Back Meadow Road.
- (g) Hammond Road, South of Back Meadow Road, all traffic shall stop before entering Back Meadow Road.
- (h) Hodgdon Street, South of Pleasant Street, all traffic shall stop before entering Pleasant Street.
- (i) Hodgdon Street, North of Pleasant Street, all traffic shall stop before entering Pleasant Street.

- (j) Hodgdon Street, all traffic shall stop before entering Church Street.
- (k) Pleasant Street, all traffic shall stop before entering Church Street.
- (l) Rocky Run Road, all traffic shall stop before entering Egypt Road.
- (m) Standpipe Road, all traffic shall stop before entering Back Meadow Road.
- (n) Vine Street, all traffic shall stop before entering Church Street.
- (o) Chapman Street, all traffic shall stop before entering Church Street.
- (p) School Street, all traffic shall stop before entering Church Street.
- (q) Lewis Point Road, all traffic shall stop before entering Elm Street.
- (r) Elm Street East, all traffic shall travel in a southerly direction from Elm Street to Main Street.
- (s) Elm Street West, all traffic shall travel in a northerly direction from Main Street to Elm Street.
- (t) Hodgdon Street, all traffic shall travel in a northerly direction from Church Street to Pleasant Street.
- (u) Entrances to Municipal Parking Lot, one way, by West side Gay Block, traffic heading southerly from Main Street, all traffic heading South from Main Street

ARTICLE 4

PENALTIES

Any person accused of a violation of any portion of this ordinance, where a fine amount is not designated may voluntarily waive his or her right to appear and defend before any court or judicial tribunal the charge made against him or her for such violation by paying the Municipality (Town of Damariscotta) the minimum sum of \$75.00 within 30 days of the time such alleged offense was committed.

4.1 All fines and penalties collected under this traffic ordinance shall be paid to the Town Treasurer at the Town Office during normal business hours or by mail at 21 School Street, Damariscotta, ME 04543. The Board of Selectmen is authorized to employ all such procedures authorized by law which they deem prudent to collect the same.

4.2 It shall be unlawful and in violation of this chapter for any person to cause, allow, or suffer any vehicle registered in the name of or operated by such person to do any act forbidden or fail to perform any act required in this ordinance; provided, the fact that a vehicle is unlawfully

parked shall be prima facie evidence of the unlawful parking of such vehicle by the person in whose name such vehicle is registered. Further, any vehicle parked in violation of this ordinance (whether because of length of time, place, or the manner in which said vehicle is parked) is declared to be an obstruction in such street or public way and a menace to the safe and proper regulation of traffic.

4.2a It shall be unlawful and in violation of this ordinance for any person to cause damage to or take any municipal traffic devices, such as, but not limited to, any traffic safety equipment, such as safety cones, barriers, traffic lights, crosswalk signs or signs which designate road names, speed limit, stop, yield or any other type of traffic and safety signs or equipment owned or possessed by the Municipality. Any person(s) convicted of the theft or possession of any municipal traffic and safety items shall be subject to a mandatory minimum fine of \$150.00 per conviction. Any person convicted of damaging any municipal traffic and safety items will be subject to reimbursing the Municipality for all costs of correcting or replacing, and any installation of said items.

The Board of Selectmen may choose to offer a reward of up to \$200.00 to person(s) providing information which results in a conviction of any person(s) for the theft or possession of any municipal traffic and safety items.

4.3 Obedience to police & fire officials required. No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer or fire department official.

4.4 General authority of police and fire department officials to enforce laws and direct traffic.

a) It shall be the duty of the officers of the police department or such officers as are assigned by the Chief of Police to enforce all street traffic laws of the Town and all of the State of Maine vehicle laws applicable to street traffic in the Town.

b) Officers of the police department or such officers as are assigned by the Chief of Police are hereby authorized to direct all traffic by voice, hand or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency, or to expedite traffic or to safeguard pedestrians, conditions may require notwithstanding the provisions of the traffic laws.

c) Officers of the fire department, when at the scene of a fire or similar public safety incident, may direct or assist the police in directing traffic or similar public safety incident in the immediate vicinity.

4.5 Town to provide books containing numbered citation forms; Police Chief's duties regarding books:

a) The Chief of Police shall be responsible for the issuance of such books to individual members of the police department.

4.6 Procedure of police officers upon stopping alleged violator; citation to specify violation. Except when authorized or directed under State Law to immediately take a person before a magistrate or other court official for the violation of any traffic laws, a police officer who halts a person for such violation, other than for the purpose of giving said person a warning, and does not take said person into custody, shall then issue said person a Violation Summons and Complaint form (VSAC) or a Uniform Summons and Complaint form (USAC). The alleged violation(s) to be specified on the citation.

4.7 Duty to deposit copy of citation with Police Chief; disposition of citation, Chief to record disposition of charges, warrants; altering defacing citation, record:

- a) Every police officer upon issuing a VSAC/USAC to an alleged violator of any provision of the motor vehicle laws of this State or of any traffic ordinance of the Town shall deposit the copy of the citation with the Police Chief.
- b) The citation shall be disposed of in accordance with those laws of the state which govern the procedures in the District Court.
- c) The Chief of Police shall also maintain or cause to be maintained in connection with every traffic citation issued by a member of the police department a record of the disposition of the charge by the District Court or its traffic violations bureau.
- d) It shall be unlawful and official misconduct for any member of the police department or other officer or public employee to dispose of, alter or deface a traffic citation or any copy thereof, or the record of the issuance or disposition of any traffic citation, complaint or warrant, in a matter other than as required by this section.

4.8 It shall be unlawful for any person to cancel or solicit the cancellation of any traffic citation in any manner other than as provided by this article.

4.9 Removal of tickets, notices or citations from vehicles. No person shall remove from any vehicle a traffic law violation ticket, notice or citation placed on or in such vehicle by a police officer of the Town of Damariscotta, except for the purpose of answering such notice or citation as required therein.

4.10 Police officer's duty upon finding illegally parked vehicle with driver. Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by ordinance of the Town of by State law, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle (which may take any other information displayed on the vehicle) which may identify its user, and shall conspicuously affix to such vehicle a traffic citation, on a form provided by the Town.

4.11 Each owner or operator of a vehicle who violates the provisions of the ordinance which regulates stopping, standing and parking, shall within 30 days of the time when such notice was attached to such vehicle pay the Town of Damariscotta the initial charge and penalty for and in full satisfaction of such violation of sum as stated on the traffic ticket. The failure of such owner

or operator to make such payment shall render such owner or operator subject to a penalty of double the original fine. The failure of such operator to make such payment shall render such owner or operator subject to the penalties hereinafter provided for the violation of general provisions of this ordinance.

ARTICLE 5

FINES

5.1 Any person accused of a violation of the parking portion of this ordinance may voluntarily waive his/her right to appear and defend before any court or judicial tribunal, the charge made against him/her for such violation, by paying the Municipality the amount assessed on said violation.

5.2 NON PAYMENT OF FINES: Any person who has not paid the fine amount assessed them within 30 days shall be mailed a written "first notice" informing the registered owner that payment has not been received and that the fine amount has doubled. Additionally, the notice will indicate that failure to pay the doubled fine amount now due, within 30 days, will result in the issuance of a "final notice" informing registered owner that payment has still not been received, and that a summons to appear in 6th District Court in Wiscasset will be issued if payment is not made within 30 days. Both notices will state that any vehicle which has accumulated 3 or more unpaid parking tickets may be subject to immobilization in place or impoundment of said vehicle as outlined in section 5.3 or this article.

5.3 IMPOUNDMENT OF VEHICLES: Purpose: This section is enacted as an enforcement procedure for promotion and protection of the public peace, safety and welfare and the safeguarding of property and shall be used generally for the prevention and removal of traffic hazards, prevention and abatement of public nuisances arising from traffic infractions and for the protection of the public rights in the use of Town Streets, thoroughfares, parking areas, parking lots, and public ways.

- (a) NOTICE. Written notice shall be mailed to the owner of any vehicle which has accumulated three (3) or more outstanding notices of violation of any parking ordinance or regulation therein prior to immobilization or impoundment of such vehicle as provided in Subsection 2. The notice shall inform said owner of the nature and number of outstanding violations, that such vehicle may be immobilized in place or impounded and that said owner will be provided an opportunity to contest the validity of the proposed immobilization or impoundment upon written request to the Chief of Police within ten (10) days of receipt of the notice described in this subsection.
- (b) HEARING Any owner who requests an opportunity to contest the validity of proposed immobilization or impoundment of his or her vehicle shall be provided an administrative hearing upon written request to the Chief of Police. Such hearing shall be scheduled as soon as practicable before a hearing officer, who shall be solely responsible for hearing and deciding all contests provided herein. Enforcement of the provisions of Subsection 2

shall be stayed pending the decision of the hearing officer. The purpose of this subsection is to provide an opportunity to contest the validity of a proposed immobilization or impoundment and not to contest the merits of parking violations.

- (c) HEARING OFFICER The Chief of Police shall designate a hearing officer from time to time as may be needed.

- 5.3.1 APPLICABILITY. Any vehicle which has accumulated three (3) or more notices of violation of any parking ordinance or regulation therein of the ordinances of the Town of Damariscotta for which there has been neither payment of fees nor issuance of court process and which is then parked upon the public way or in a public parking lot at any time may, at the option of any Town of Damariscotta Police Officer or other town employee authorized to enforce said parking ordinance or regulation, be immobilized in place or may be removed and stored until all fees established pursuant to Article 5 of this ordinance for all such outstanding notices of violation and also the impoundment, storage and other charges authorized under this ordinance have been paid. If impoundment by immobilization is utilized, a charge for such impoundment of twenty-five dollars (\$25) shall be charged and paid prior to such release.
- 5.3.2 PROCEDURE. As soon as a vehicle has been removed and stored or immobilized in place under this ordinance, the police officer or other municipal employee taking such action shall so notify the Police Department. Such information shall be recorded by the Secretary or Police Officer for the use of the Chief of Police, the Town Administrator or his or her authorized representatives. In addition, the Chief of Police shall notify by registered mail the registered owner of such vehicle within five (5) business days of the impoundment or immobilization thereof. Said notice shall stated the location of such vehicle and the requirements to release as set forth in this ordinance.
- 5.3.3 RELEASE OF VEHICLES. Any person having custody of a motor vehicle impounded pursuant to this chapter or of the means to release such immobilized vehicle shall not release it until the individual requesting its release presents satisfactory evidence of his or her right to possession and signs a receipt therefore. In addition, said vehicle shall not be released until the Treasurer, Chief of Police or their duly authorized representatives certify that all fees and all other charges provided for in this chapter have been paid, including all costs of impoundment, towing, notices and storage or until the Treasurer or his or her duly authorized representatives shall have certified the posting of a bond equal to the total outstanding fees which should have been remitted for said overdue notices of violation and other charges as set forth in this subsection.
- 5.3.4 BOND. Whenever any person requests the right to post bond pursuant to this chapter, such bond shall be given in cash and receipt given therefor. Such bond money shall be refunded in the amount of the fee for such alleged violation of this ordinance upon acceptance by such person of service of process initiating a court proceeding to determine his her liability for the described penalty or such alleged violation. Any bond shall be forfeited unless the person posting it requests and accepts service of such process from the Chief of Police or his or her designated representative within thirty (30)

days of the posting unless prevented from doing so by actions or inaction of the Town of Damariscotta.

- 5.3.5 VIOLATIONS. It shall be a violation of this ordinance for any person to tamper with or attempt to remove any immobilizing device attached to a vehicle or to extract or attempt to prevent the removal of any vehicle as provided herein. The penalty for any such violation shall be not less than fifty (\$50) nor more than one thousand (\$1000).

ARTICLE 6: Notification and Traffic Control

Section I: Notification

It is, in part, the responsibility of the Police Department to ensure the safety of our citizens. To that end, it is important that the Police Department is made aware of any disruption or potential disruption to our roads, streets and ways, etc.

It is the responsibility of any person, group, organization, or entity; construction or otherwise, whose work, event or activity may in any way affect the normal flow of traffic to any road, street or way to notify the Police Department no less than ten (10) days prior to said work, event or activity. Such notification shall be in written form and may be addressed to the Damariscotta Police Department at PO Box 274, Damariscotta, ME 04543. The requirement may be waived in emergency situations, to be determined by the Chief of Police or his / her designee. The Town of Damariscotta shall be exempt from this requirement for special events. It will still be required that the Chief of Police be notified no less than ten (10) days prior to said event.

It shall be the responsibility of the Chief of Police or his/her designee to notify the Town Office, Road Commissioner, and any area emergency service provider, of the disruption in traffic flow.

Section II: Traffic Control

Any time the Police Department receives notification as outlined in Section I, the Chief of Police or his/her designee shall review the location and circumstances to ensure appropriate steps are taken to safe guard our citizens. Such steps should include; adequate signage warning the public, the proper use of traffic cones and barricades, safe alternate traffic or pedestrian routes, and the proper use of traffic control personnel, etc.

Any activity requiring notification under Section I that occurs on any portion of Main Street, Bristol Road, School Street, or Biscay Road shall require the presence of at least one (1) Police Officer and may, at the Police Chief's discretion, require the use of more than one (1) Police Officer for traffic control. The Chief of Police may waive this requirement as circumstances warrant. The Chief of Police may impose the same requirements on any road, street, or way in the town if the circumstances should warrant. Any such use of Police personnel shall be billed to the responsible party in accordance with Section IV of this Article.

In accordance with Maine Law, the Chief of Police or any Police Officer who finds a situation to be hazardous shall take action to stop such activity until it can be corrected.

Section III: Penalties

Any person, group, organization, or entity; construction or otherwise, accused of a violation of any portion of this article of the Damariscotta Traffic & Parking Ordinance may be assessed a

mandatory minimum penalty of \$250.00 per occurrence. All Penalties shall be paid to the Town Treasurer as outlined in Article 4, paragraph 4.1.

Section IV: Payment

If the Chief of Police determines that Police Officers are required, to ensure the safe movement of pedestrian / vehicle traffic, the fee for said use of Police Officers will be \$38.00 per hour, per Officer. \$8.00 per hour, per Officer will go to the Town of Damariscotta to defer administrative costs. All fees shall be paid to the Town Treasurer as outlined in Article 4, paragraph 4.1. Hours accrued on a special detail are not eligible for use toward an Officer's 40 hour work week or employment benefits.

Section V: Waiver

The Board of Selectmen may, at their discretion, grant a waiver of all or any part of the requirements set forth in this article.

Section VI

This Traffic and Parking Ordinance of the Town of Damariscotta, Maine, as amended by the Board of Selectmen of this ~~1st day of July, 2015~~ _____ day of November, 2025, supersedes and replaces any and all previously enacted traffic and parking ordinances.

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

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

THIS AGREEMENT effective as of January 01, 2026 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWNS OF DAMARISCOTTA and NEWCASTLE, bodies politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Towns").

WITNESSETH

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

WHEREAS, Lincoln County is willing to provide said law enforcement services;

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

1.SERVICES:

- ◆ One (1) Primary Sheriff's Deputy will be dedicated to the marine resources for the community. This Agreement will provide a deputy for random tides and for the enforcement of the Town's Shellfish Conservation Ordinance not to exceed 205 hours in calendar year 2026.
- ◆ The Primary Deputy is expected to accept calls related to his duties under this contract when he is not on duty and may conduct such business by phone.
- ◆ When the Primary Deputy is out for one (1) full week or more, the vacancy will be filled by Lincoln County for that period of time. When the Primary Deputy is out for a short-term vacancy of less than one week, the position will not be filled.
- ◆ The Primary Deputy will also be available for general law enforcement duties.
- ◆ The Primary Deputy will work as approved by a Lincoln County Sheriff's Office supervisor on a weekly basis. Due to the change in tides, the deputy's work schedule will flow with the tides.
- ◆ The Primary Deputy will be an employee of the Lincoln County Sheriff's Office, subject to the Sheriff's rules, regulations, and orders. The deputy(ies) will also be governed by Lincoln County's Personnel Policies and, if a bargaining unit employee is used, the existing bargaining Agreement between Lincoln County and the Fraternal Order of Police.
- ◆ The Towns will provide and maintain all necessary and approved equipment and training. Approval for the purchase of equipment shall be granted by the Towns or its designee.
- ◆ Lincoln County, through the Sheriff's Office, shall provide the Towns documentation of

hours worked by the Deputy on a quarterly basis to coincide with the billing.

- ◆ The Towns grant Lincoln County any authority necessary to enforce the Shellfish Conservation Ordinance.

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

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

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

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

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

2. REPRESENTATION OF COUNTY

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

3. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 01, 2026, and terminating December 31, 2026, unless this Agreement is earlier terminated as set forth in Section 10 hereof.

This contract is void for any Town on June 30, 2026 if the Town Warrant Articles submitted to voters at the June 2026 Town meeting funding the contract through December 31, 2026 are not approved by voters.

4. ADDITIONAL PERSONNEL

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

5. COST

- (A) For the term of this Agreement, the Towns shall compensate Lincoln County for work hours of the deputy(ies) for the enforcement of the Towns' Shellfish Conservation Ordinances not to exceed 205 hours or the total amount of \$5,000.00 for both Towns.
- (B) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Finance Office at P.O. Box 249, Wiscasset, ME 04578 on a quarterly basis.

Administrative expenses that include the deputy(ies) fringe benefits (FICA, Workers Compensation, Unemployment, Medical, and Retirement benefits etc..) are included in the costs outlined sections A and B above. Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.

Lincoln County agrees that the deputy or deputies providing the services to the Towns shall be employee(s) of Lincoln County and not those of the Towns, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

6 INDEMNIFICATION AND HOLD HARMLESS

The Towns 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.

7. STANDARD OF PERFORMANCE

The Towns and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy(ies) performed under this Agreement, provided, however, that Lincoln County shall make the final determination on said issues. Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Towns. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County.

8. JOB DESCRIPTION(S)

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

9. ARBITRATION

- (A) In the event of dispute between the parties, either party may request arbitration to resolve such dispute. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (B) The arbitrator shall be Justice J. David Kennedy of Eaton Peabody in Brunswick, Maine. Should Justice Kennedy be unable to serve, he shall appoint another arbitrator for which no conflict exists.
- (C) All parties shall send a representative to the arbitration empowered to make a full settlement and represent the party in arbitration.
- (D) The claim, dispute or other matter shall be submitted to the arbitrator and the arbitrator shall render its decision within thirty (30) days from the close of the hearing.

(E) All costs of the arbitration shall be born equally by each party.

(F) The decision of the arbitrator shall be final and conclusive between the parties.

10. TERMINATION

(A) This Agreement shall expire on December 31, 2026 unless earlier terminated in accordance with paragraph (B) of this Section 10 or unless extended as set forth in Section 11 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.

(B) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

11. EXTENSION

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

12. ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE: BY:

 CHAIRPERSON
 COUNTY COMMISSIONERS

DATE: BY:

 SHERIFF

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF DAMARISCOTTA

DATE: BY:

IN THE PRESENCE OF: TOWN OF NEWCASTLE

DATE: BY:

ATTEST: