

**Agenda**  
**Board of Selectmen's Meeting**  
**Town of Damariscotta, Maine**  
**June 27, 2018, 5:30 PM**  
**Damariscotta Town Hall**

- I. Pledge of Allegiance**
- II. Community Conversation regarding Proposed Ordinance Prohibiting Plastic Bags and Polystyrene**
- III. Call to Order**
- IV. Minutes**
  - 1. June 6 Meeting
- V. Financial Reports**
  - 1. Payroll Warrant # 60
  - 2. Accounts Payable Warrant # 61
- VI. Presentations**
- VII. Citizen Comments and General Correspondence**
- VIII. Town Manager Items**
  - 1. Introduction of New Police Officer
  - 2. Update on Restroom Project
  - 3. Browntail Moth Issues
  - 4. Historical Society Calendars
  - 5. Request for Town Acquisition of Private Road
  - 6. Discussion of Agreement with Town of Waldoboro RE: Code Enforcement Officer Services
  - 7. Report on Site Visit to Town of Waldoboro Solar Facility
  - 8. Town Legal Costs Year-To-Date
  - 9. New Damariscotta River Association/Town sign at Riverside Park
- IX. Official Action Items**
  - 1. Assessing Services Agreement
  - 2. Planning Services Agreement
  - 3. Request for Proposals for Auditing Services
  - 4. Agreement with Lincoln County Sheriff's Office for Animal Control Services
  - 5. Agreement with Coastal Humane Society/Lincoln County Animal Shelter
  - 6. Cemetery Deed and Perpetual Care Agreement with Larry Hallowell
- X. Selectmen's Discussion Items**

**XI. Executive Session on four matters:**

**Discussion of Police Officer Collective Bargaining Agreement Negotiations per 1 M.R.S.A. § 405(6) D**

**Follow-up consultation with legal counsel per Title 1 M.R.S.A. §405(6)(E) related to regarding citizen's removal of storm drainage culvert at 64 Westview and request for reconsideration of claim denial from Nicholas Chasse.**

**Review of Boards and Committee Candidate Applications per Title 1 M.R.S.A. §405(6)(A)**

**XII. Official Action on Executive Session Items (as the Board deems appropriate)**

**XIII. Adjournment**

# **Town Manager Notes**

## **June 27, 2018 Board of Selectmen's Meeting**

### **Community Conversation regarding Proposed Ordinance Prohibiting Plastic Bags and Polystyrene**

Board of Selectmen member Amy Leshure has proposed that the Town consider adopting an ordinance prohibiting the distribution of certain types of plastic bags and polystyrene by retailers in Damariscotta. The initial draft of a proposed ordinance is attached. The community conversation on this topic has been advertised as a public notice in the Lincoln County News, it was included as an article in the last Town Manager's Newsletter and it is posted on the website. We have encouraged Damariscotta residents and businesses to attend. The Selectmen previously received an email from Rob Gardiner from Damariscotta Hardware opposing such an ordinance. I have also received comments in favor an ordinance.

The structure of the community conversation is intended to be informal. Amy will provide a brief overview and will introduce Sarah Lakeman from the National Resources Council of Maine who will provide information on similar initiatives in other Maine municipalities. Chairperson Robin will then open the meeting for public discussion. If the

### **Town Manager Item: (I will address each of these verbally)**

1. Introduction of New Police Officer
2. Update on Restroom Project
3. Brown-tail Moth Issues
4. Historical Society Calendars
5. Request for Town Acquisition of Private Road
6. Discussion of Agreement with Town of Waldoboro RE: Code Enforcement Officer Services
7. Report on Site Visit to Town of Waldoboro Solar Facility
8. Town Legal Costs Year-To-Date (spreadsheet attached)
9. New Damariscotta River Association/Town sign at Riverside Park

### **Official Action Items:**

1. **Assessing Services Agreement-** The contract with Jurate Barnes for assessing services has worked well for the Town during the past four years. We continue to receive top notch professional services at a cost that is competitive with this employment market. Jurate has not asked for any changes to her contract or compensation for the coming year. The agreement with the recommended change in dates is attached.

**Recommended Action: Renew the contract with Jurate Barnes for assessors' agent services for Fiscal Year 2019.**

2. **Planning Services Agreement**-Anthony Dater has worked for the Town as Town Planner on a part-time basis for many years. His duties have included staff support for the Planning Board and preparation of grant applications. For several years now his contract has been on an automatic renewal basis per the contract provisions. Going forward, I will be asking the Selectmen to approve the contract for these services on an annual basis. The attached proposed agreement does not include any changes in hourly pay or work hours.  
**Recommended Action: Approve the contract with Anthony Date for planning services for Fiscal Year 2019.**
  
3. **Auditing Services Request for Proposals**- The Town has used the services of William Brewer, CPA for the Town's annual financial audit for the past five years. The original contract of three years was extended by the Board for an additional two years in 2016. A draft of a Request for Proposals is attached for the Board consideration.  
**Recommended action: Approve a Request for Proposals for the Audit Services.**
  
4. **Agreement with Lincoln County for Animal Control Officer (ACO) Services**- Attached for the Board's review is the proposed contract with the Lincoln County Sheriff's Office for the continuation of animal control services for Damariscotta. The agreement is the same as the FY 2018 Agreement with the exception of the dates and term. There will be no increase in expense for these services. This cooperative arrangement for ACO services provides for a high level of responsiveness to animal control-related requests from citizens.  
**Recommended action: Renew the contract with Lincoln County for animal control services for Fiscal Year 2019.**
  
5. **Coastal Humane Society Animal Shelter Services Agreement**- The Town currently contracts with the Coastal Humane Society Animal Shelter for the sheltering of domestic animals picked up by the Town-appointed Animal Control Officer through a contract with the Lincoln County Sheriff's Office. The attached contract provides for a continuation of these services for the same \$2,218 contribution as the Town paid in FY 2018.  
**Recommended action: Authorize the Town Manager to execute the attached agreement with the Coastal Humane Society Animal Shelter for services provided to the Town in Fiscal Year 2019.**
  
6. **Cemetery Deed and Perpetual Care Agreement with Larry Hallowell** - The agreement is attached for the Board's review.  
**Recommended Action: Approve the cemetery deed and perpetual care agreement with Larry Hallowell.**

## PLANNING SERVICES AGREEMENT

This contract for services ("Services") is made effective as of July 1, 2018 by and between the Town of Damariscotta at 21 School Street, Damariscotta, Maine 04543 and Anthony W. Dater DBA Saco River Planners, Box 1103, Route 35, Kennebunk, Maine 04043. In this Contract, the party who is contracting to receive services will be referred to as the "Town" and the party who will be providing the services will be referred to as "Anthony Dater" or "Planner" or "Provider."

1. **DESCRIPTION OF SERVICES.** Beginning on July 1, 2018 Anthony Dater will provide the Town the following services.

Attendance at Damariscotta Planning Board meetings, review of development proposals, preparation of new or amended draft ordinances, long range planning services on the Comprehensive Plan or other Town plans, grant application writing and other services requested by the Town Manager or the Planning Board. Planner will be available two days a week at the Town Hall for Town Manager work, Planning Board work and Planning Board meetings and other days; daytime or nighttime, as needed. Planner may also serve as a liaison between the Town and the Lincoln County Regional Planning Commission and the State for securing information and materials for the Town. Hours of service will not exceed 20 hours per week (80 hours per month) unless authorized by the Town Manager.

2. **PAYMENT FOR SERVICES.** In exchange for the Services the Town will pay Anthony Dater according to the following schedule:

Upon submission of time sheet, the Provider will be paid at a rate of \$38.50 per hour within 30 days of submission of monthly time sheet. The Provider will not charge for time or mileage to and from Damariscotta for scheduled work days. The Provider will charge the standard Town rate for mileage (\$.445/mile as of June 2018) for Town assigned trips, such as for gathering land use data around Town, to the Lincoln County Planning Office or to a State agency in Augusta, for mileage to and from Town Hall.

3. **TERM.** This Contract shall terminate June 30, 2019 or 30 days written notice from either the Town or Provider.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable work, ideas, discoveries, inventions, patents, products or other information (collectively the "Work Product") developed in whole or in part by the Planner in direct connection with the Services will be the exclusive property of the Town. Upon request, Anthony Dater will execute all documents necessary to confirm or perfect the exclusive ownership of the Town to the Work Product.

Upon termination of the Contract, Anthony Dater will return all records, notes, documentation and other items requested to be returned by the Town that were used, created or controlled by the Provider during the term of this Contract.

5. **WARRANTY.** Anthony Dater shall provide his services and meet his obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services that meet generally accepted standards in community planning and shall provide a standard of care equal to or superior to care used by similar service providers.
6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
8. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
9. **AMENDMENT.** This Contract may be modified or amended in writing if the writing is signed by the party obligated under the amendment.
10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Maine.
11. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
12. **ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the non-assigning party which approval shall not be unreasonably withheld.
13. **OUTSIDE PROVIDER SERVICES.** While this Contract is in effect, Anthony Dater shall provide no community planning services to any other public or private party within the Town of Damariscotta without first securing the agreement of the Town.

IN WITNESS WHEREOF, the parties of the Agreement have executed the same on the day and date aforesaid.

Mathew Lutkus  
Town Manager

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

Anthony W. Dater  
DBA Saco River Planners

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

## **CONTRACT FOR ASSESSING SERVICES**

This agreement is made and executed between the Town of Damariscotta, acting through, and by, its elected officials, and MIDCOAST ASSESSING, L.L.C., acting through and represented by its manager, Jurate J. Barnes.

Now therefore, in consideration of the mutual covenants herein, the parties agree as follows:

### **1. REPRESENTATION OF MIDCOAST ASSESSING, L.L.C.**

A. MIDCOAST ASSESSING, L.L.C. is a Maine Limited Liability Company duly organized under the laws of the State of Maine and is in good standing.

B. The person assigned to the TOWN OF DAMARISCOTTA will be Jurate J. Barnes, a Certified Maine Assessor (CMA). No other person will be assigned or subcontracted without the prior written approval of the TOWN OF DAMARISCOTTA Board of Selectmen.

### **2. DUTIES OF THE CONTRACTOR: MIDCOAST ASSESSING, L.L.C. shall act as an Assessors' Agent, update property records, co-ordinate preliminary mapping, perform inspections, prepare all state forms and returns, prepare all documentation for tax commitment, prepare letters to citizens as needed, complete all duties and functions typical of the office of Assessor under the laws of the State of Maine. Said duties and obligations are to be completed and submitted to the agency requesting such documents by the legal due date.**

The Board of Assessors at no time will relinquish the legal obligation of the office of Assessor. MIDCOAST ASSESSING, L.L.C. at no time will assume the office of the Assessor.

MIDCOAST ASSESSING, L.L.C. shall advise the Board of Assessors or their representative, Town Manager or his/her successor in office.

### **3. CONTRACTUAL COMPENSATION: The TOWN OF DAMARISCOTTA agrees to pay MIDCOAST ASSESSING, L.L.C. as follows:**

An amount not to exceed \$26,350 for the contracted period July 1, 2018 to June 30, 2019 for a maximum of 62 days at the rate of \$425.00 per day.

Payment is to be made from invoice. A "day" of service will be as reasonably equivalent as possible to the normal business hours of the town office. Invoice for services to be one-half or one day increments.

Any work in addition to the 62 days expected above shall be by mutual agreement and at the same daily rate.

### **4. The undersigned agree that MIDCOAST ASSESSING, L.L.C. is an independent contractor skilled in the areas specified above, and MIDCOAST ASSESSING, L.L.C. will be responsible for all of its employees, worker compensation costs, liability insurance, all Federal, State and local tax filings.**

5. **REPORTS.** Any periodic progress report requested by the TOWN OF DAMARISCOTTA will be presented in written form.
6. **ACCESS TO THE TOWN OFFICE.** Access to the town office is necessary for completion of the specifications of the contract. As such keys to the town office will be provided to MIDCOAST ASSESSING, L.L.C. MIDCOAST ASSESSING, L.L.C. recognizes the importance of being available to the citizens of the TOWN OF DAMARISCOTTA and will be reasonably available during normal business hours. These hours will be posted and made known at the town office. Other hours and days will be scheduled as needed at the discretion of the contractor.
7. **SUPPLIES:** The TOWN OF DAMARISCOTTA will provide to MIDCOAST ASSESSING, L.L.C. a budget for general expenses for completion of tax map updates, a computerized assessing system with peripheral equipment as reasonably needed by MIDCOAST ASSESSING, L.L.C and other office supplies typically used for assessing duties.
8. **CLERICAL SUPPORT:** The TOWN OF DAMARISCOTTA will make available clerical support to the Assessors' Agent for assistance with clerical duties relating to assessing functions, including, but not limited to, assistance with personal property returns. The assessing clerk will be available on an as needed basis, up to 12 hours weekly, not to exceed 600 hours per annum.
9. **OTHER REPRESENTATION:** The TOWN OF DAMARISCOTTA agrees that MIDCOAST ASSESSING, L.L.C. will represent the Board of Assessors, with appropriate legal assistance as may be needed by MIDCOAST ASSESSING, L.L.C, at the expense of the TOWN OF DAMARISCOTTA for abatement appeals to the Lincoln County Commissioners, the State Board of Property Tax Review or to other courts of jurisprudence.
10. **SEVERANCE:** Should MIDCOAST ASSESSING, L.L.C. not be performing to the expectations of the Board of Assessors, MIDCOAST ASSESSING, L.L.C. will receive in written form from the Board of Assessors a detail of the areas of concern. Items pertaining to legally obligated duties of assessing standards will not be deviated from in any manner and will not be grounds for termination of the contract.
11. In the unforeseen event the assigned person, Jurate J. Barnes terminates employment with MIDCOAST ASSESSING, L.L.C., the remaining members of MIDCOAST ASSESSING, L.L.C. will make the Board of Selectmen of the TOWN OF DAMARISCOTTA aware of the termination within seven (7) business days and that the contract will be terminated thirty (30) days from the notice.
12. **CONTINUING EDUCATION:** The TOWN OF DAMARISCOTTA is not responsible for any educational expenses.
13. **PROHIBITION OF CONFLICTING REPRESENTATION:** During the time of the contract period, MIDCOAST ASSESSING, L.L.C. will not perform any other services with the TOWN OF DAMARISCOTTA than those specified herein.



14. CONFLICT OF LAWS: This agreement shall be governed by and construed in accordance with the laws of the State of Maine.

15. SEVERABILITY OF PROVISIONS: In case any one or more provisions contained in the Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT: This document constitutes the entire agreement between the TOWN OF DAMARISCOTTA and MIDCOAST ASSESSING, L.L.C. with respect to the subject matter thereof and the agreement supersedes all previous negotiations, discussions and agreement between the parties. Amendment of the contract will be in written form and such amendments will be made at the agreement of the TOWN OF DAMARISCOTTA and MIDCOAST ASSESSING, L.L.C.

IN WITNESS THEREOF, THE PARTIES OR DULY EMPOWERED REPRESENTATIVES EXECUTING THIS AGREEMENT OF THE 27th DAY OF JUNE, 2018.

FOR MIDCOAST ASSESSING, L.L.C.

\_\_\_\_\_  
Jurate J. Barnes, Manager

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

FOR THE TOWN OF DAMARISCOTTA:

Date \_\_\_\_\_

\_\_\_\_\_  
Roberta Mayer

BOARD OF

\_\_\_\_\_  
Ronn Orenstein

SELECTMEN

\_\_\_\_\_  
Louis Abbotoni

\_\_\_\_\_  
Mark Hagar

\_\_\_\_\_  
Amy Leshure

\_\_\_\_\_  
Matthew Lutkus (Witness to all)

### Moratorium Marijuana

AUG LEGAL FEES-MORATORIUM	\$	460.00
MORATORIUM REVIEW CASE LA	\$	700.00
ATTEND BOS MEETING	\$	200.00
TELEPHONE CONF ML	\$	50.00
	\$	1,410.00
<b>Westview Rd Culvert</b>		
Stelzer & various open mt	\$	200.00
WESTVIEW RD CULVERT REMOV	\$	1,039.20
LEGAL FEES - STELZER	\$	314.10
Westview Rd & culvert	\$	953.38
LEGAL FEES - WESTVIEW	\$	314.16
LEGAL FEES WESTVIEW CULVE	\$	232.00
LEGAL WESTVIEW RD	\$	253.75
	\$	3,306.59
<b>Stepping Stones Appeal</b>		
BOA STEPPING STONES	\$	300.00
STEPPING STONES REMAND	\$	400.00
LEGAL FEES-BOA-SSHI APPEA	\$	90.00
TELEPHONE CONF ML	\$	100.00
LEGAL SVS OCT	\$	500.00
XFER FILES TO j KATSIAFIC	\$	200.00
PLAN BD 12/04 MTG	\$	1,855.59
LEGAL SVS THRU 1/31-BOA	\$	400.00
LEGAL FEES -JAN	\$	110.00
SHADIS APPEAL SSHU	\$	1,404.00
KALLIN STEPPING STONES	\$	1,580.89

### N. Chasse agnst Planner

Nicholas Chasse PB	\$	688.80
PB prof servs thru 11/30	\$	620.28
	\$	1,309.08
<b>Dollar General</b>		
DG MATTER REVIEW	\$	300.00
Easements,Appeal,SWLincot	\$	440.00
DG SIDEWALK EASEMENT	\$	100.00
DOLLAR GEN'L EASEMENT MGM	\$	160.00
TELEPHONE CONF ML	\$	50.00
LEGAL SVS OCT	\$	420.00
LEGAL SVS OCT	\$	100.00
	\$	1,570.00
<b>Elm Street</b>		
Elm St Easements	\$	1,500.00
AUG LEGAL FEES-EASEMENTS	\$	560.00
RECORDING FEES VIA JV	\$	183.00
DAY BLOCK EASEMENT ISSUES	\$	200.00
	\$	2,443.00
<b>Egypt Rd</b>		
LEGAL SVS OCT	\$	168.00
	\$	168.00
<b>General</b>		

	\$ 6,940.48	LEGAL SVS OCT	\$ 160.00
<b>King Eiders</b>		LEGAL SVS FEB	\$ 420.00
PREP EIDER'S LEASE/SKETCH	\$ 300.00	LEGAL FEES-JAN	\$ 70.00
LEGAL SVS OCT	\$ 100.00	ORD REVIEW SITE PLAN	\$ 536.50
LEGAL SVS FEB	\$ 455.00	RESTROOM PURCH/SALE	\$ 620.00
	\$ 855.00		\$ 1,806.50
<b>435 Main St</b>			
LEGAL FEES JAN-PLAN BD	\$ 1,777.50		
APPEALS 435 MAIN ST	\$ 3,863.31		
435 MAIN ST LEGAL REPRESENT	\$ 246.50		
LEGAL FEES JAN - PLAN BD	\$ 1,777.50	<i>Total Expended for Legal</i>	\$ 27,473.46
	\$ 7,664.81		

RFP# 2018-1 F  
TOWN OF DAMARISCOTTA, REQUEST  
FOR PROPOSALS AUDITING SERVICES  
June 28, 2018

**A. GENERAL INFORMATION**

The Town of Damariscotta is requesting proposals from qualified Certified Public Accounting Firms to perform the Year End Audit Services for the Town's funds and account groups for the current fiscal year and two subsequent fiscal year. The auditing services shall be conducted in accordance with generally accepted auditing standards.

The Town of Damariscotta, located in Lincoln County, has a population of approximately 2,118 and has an annual operating budget of approximately \$2.9 million excluding education. The Town has a Town Meeting/Selectmen/Town Manager form of government and operates on a July - June Fiscal Year. Audit start date is negotiable.

Only sealed proposals will be accepted. Proposals that are faxed or emailed will not be considered.

At the Selectmen's option, this agreement may be extended for two years, September 1, 2019 to August 31, 2021 (Years 4 and 5). The firm shall provide the Town with a proposed updated payment schedule for the years 2021-2022 and 2022-2023 no later than three months prior to the start of years 4 and 5. The Selectmen shall notify the firm of its exercise of option no later than two months prior to the start of the two year (Years 4 and 5) extension.

**B. AUDIT SPECIFICATIONS**

The firm must indicate in their proposal if they agree to meet the following specifications for each year's audit. Explain any exceptions.

1. The audits shall be conducted in accordance with generally accepted auditing standards.
2. The audits shall each be a financial and compliance review of all accounts and funds of the municipality.
3. The audit firm shall submit a written report, containing an expression of opinion regarding the financial statements of the municipality.
4. The audits shall cover the fiscal year starting July 1, 2018 and ending June 30, 2019, the fiscal year July 1, 2019 to June 30, 2020 and the fiscal year July 1, 2020 to June 30, 2021, and if extended per Section A, fiscal year 2021-2022 and fiscal year 2022-23
5. The audit firm shall submit a management letter that shall identify management and internal control weaknesses, if any, and propose steps to correct them.
6. The audit firm is also expected to assist the municipality in the preparation of the financial statements and supplementary schedules in accordance with generally accepted accounting principles.
7. The audit shall be conducted to satisfy the requirements of the State of Maine Department of Audit and Title 30-A M.R.S.A., § 5823.
8. The Town views its engagement of an audit firm as an ongoing professional relationship in which the firm is expected to provide consultation services as

required on auditing, accounting and other financial management concerns throughout the term of this agreement.

9. The audit firm shall provide 10 copies of the auditor's report, the financial statements and schedules, and the management letter.
10. The audit firm shall review and update the Town's comprehensive fixed assets listing to be maintained according to GASB #34 and provide depreciation calculations on the fixed asset listing.
11. If applicable, the audit firm shall be responsible for GASB 45 compliance and other GASB requirements currently in effect.
12. Indication of how implementation of future GASB Statements will affect the engagement, as well as, staffs readiness to assist in and audit statements incorporating future GASB statements.
13. Perform a single audit in accordance with OMB A-133, if applicable.

### **C. INSTRUCTIONS FOR PROPOSALS**

Six copies of the proposals shall be received no later than 2:00p.m. on Thursday, July 26, 2018 at the Damariscotta Town Office. All proposals shall be in a sealed envelope marked "Audit Proposal" and sent to:

Matt Lutkus  
Town of Damariscotta  
21 School Street  
Damariscotta, ME 04543

Each proposal must include the following information:

1. A brief description of the firm and its municipal experience and a description of the senior personnel to be assigned to the engagement, including their resumes.
2. Response acknowledging agreement with the specifications listed in Section B.
3. A brief description of the audit procedures to be followed, presented in a form that will aid in evaluating your firm's understanding of local governments and their financial problems.
4. A statement of the firm's demonstrated abilities to act as an advisor and communicate in a clear and concise manner with management.
5. Demonstrated ability to thoroughly explain the firm's reasoning behind requested or suggested changes.
6. A listing of all municipalities for whom the firm has provided audits in the prior fiscal year
7. The maximum total fee the firm will charge for the requested services for each of the three years. The proposal must also include the prices for an A-133 audit as a separate item. Final payments for each year's audit shall become due only after the submission of all required reports for that year.

### **D. EVALUATION**

The Town shall evaluate the proposals on the basis of the qualifications, relevant experience, and responsiveness of the bidders, as well as the estimated cost of the engagement. Cost will not be the only determining factor for the award of this proposal.

**E. FURTHER INFORMATION**

The Town reserves the right to reject any or all proposals. The Town reserves the right to terminate the engagement after completion of any audit year, upon written notice to the firm.

Prior audits are available upon request. All questions and requests for information should be directed to Matt Lutkus, Town Manager at (207)-563-5168.



May 8, 2018

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

Dear Matt,

Please find enclosed two signed copies of the agreement for services between Lincoln County Animal Shelter, the Town of Damariscotta, and the Lincoln County Sheriff's Office covering the period from July 1, 2018 to June, 30 2019. Please sign one copy and return it to me in the envelope provided. After we receive your signed agreement, we will generate an invoice.

The past twelve months have been some of our busiest to date: we rescued animals from areas devastated by natural disasters, strengthened our dog obedience program, and had over 3,500 animals come through our doors. At the same time, we continued to offer humane education programming, provided spay/neuter assistance to low-income pet owners, and bolstered our presence in the community by partnering with different groups and participating in a variety of events. We also purchased a Mobile Surgery Unit, which will allow us to provide medical services to animals in need throughout Midcoast Maine. As a town that contracts with Lincoln County Animal Shelter, the residents of Damariscotta have access to the programs and services we offer, and will directly benefit from our increased capacity to provide medical care.

Perhaps most importantly, Lincoln County Animal Shelter and Coastal Humane Society hired a new Executive Director, Trendy Stanchfield, in January of 2018. Trendy's background in the nonprofit world and organizational development make her a fantastic asset to this organization, and we are excited about what the future might hold under her leadership

I would welcome the opportunity to meet with you in the near future to introduce you to Trendy, discuss our relationship further or to arrange a tour of our facility. Please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Kate Griffith", written over a horizontal line.

Kate Griffith  
Director of Community Relations, Programs and Special Events  
kgriffith@coastalhumanesociety.org  
(207) 449-1366, ext. 107

COASTAL HUMANE SOCIETY  
d/b/a Lincoln County Animal Shelter  
AGREEMENT FOR SERVICES

This agreement, made and entered into on May 8, 2018, by and between the Town/City of Damariscotta, Maine, a municipal corporation hereinafter referred to as “the Municipality,” Lincoln County, hereafter referred to “the County,” and Coastal Humane Society d/b/a Lincoln County Animal Shelter, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as “LCAS” or “LCAS/CHS.” This agreement covers the contract period beginning on July 1, 2018 and ending June 30, 2019.

LCAS, the Municipality and the County, in consideration of the payments set forth in Section X below, agree as follows:

**I. Services to be provided**

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein.

1. LCAS will furnish, manage and operate animal shelter facilities located at 27 Atlantic Highway in Edgecomb, Maine. LCAS shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water oil, sewage and telephone.
2. LCAS will provide adequate food, water, shelter, space, care, treatment and transportation for all domestic companion and other small animals which come into its custody through the following:
  - A. Animals that are voluntarily surrendered by residents of the Municipality.
  - B. Stray animals and impounded animals that are apprehended by the Municipality’s Animal Control Officer, other authorized employees of the Municipality or authorized employees of the County.
  - C. Stray animals that are found by residents of the Municipality and are brought to LCAS by such residents.
3. As the Municipality has entered into an agreement with the County in which the County has agreed to provide animal control services on behalf of the Municipality, the County is obligated to pick up stray dogs and stray cats and deliver those animals to LCAS as time and circumstances permit. (“Stray cat” means a cat which is not under the obvious control



of an individual, which is reported as being at large for at least two days, and which may appear not to be properly cared for.)

4. A duly authorized representative of the County, customarily the County's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a key to LCAS's isolation area for the purpose of delivering animals during hours when LCAS is not open to the public. During hours when LCAS is open to the public, the Representative shall deliver animals to the isolation area. In both cases, the Representative shall complete all required documentation. The Municipality and County shall at all times provide LCAS with the names of their Representatives and contact information and shall notify LCAS of any changes. The Municipality and/or County shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.
5. In the event that the Representative delivers an animal to LCAS, the Municipality and/or County shall be responsible for notifying the animal's owner of such impoundment. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. LCAS shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to LCAS of any fees assessed by LCAS, as stated below.
6. All animals that are brought to LCAS by a Representative shall not be removed from LCAS by a Representative other than upon the written authorization of CHS.
7. Sick or injured animals picked up by the Representative may be brought to LCAS for the LCAS veterinarian to examine during regular working hours. The veterinarian will give his/her recommendation on whether LCAS is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality and County acknowledge that LCAS may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). The cost of transporting animals that cannot be treated at LCAS/CHS, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
8. LCAS will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, LCAS shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
9. In the event that euthanasia is required for reasons for public safety or welfare or in satisfaction of any obligation of the Municipality, LCAS shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.

10. LCAS will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, LCAS may close due to weather conditions, staff training or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.
11. LCAS will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the Coastal Humane Society Board of Directors.
12. LCAS contact personnel, available to the Municipality during regular LCAS business hours and on an emergency basis during non-business hours, are as follows:
  - Dr. Mandie Wehr, Director of Shelter Operations. Office: 207-725-5051 ext. 23
  - Kaleigh Manning, Shelter Manager. Office: 207-882-9677
  - Emergency Phone Number: 207-773-7377

In the event that these persons are no longer employed by LCAS, LCAS will notify the Municipality and furnish the Municipality with the contact information for their successors.

13. LCAS shall provide systems to monitor medical and other information on each shelter animal.
14. On request of a resident of the Municipality, LCAS shall provide a list of the names and telephone numbers of the Municipality's or County's Animal Control Officer(s) and animal care technicians who are available and on call for emergency services.

## **II. Ownership of dogs**

LCAS will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

## **III. Ownership of cats**

LCAS will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 et seq. and any amendments thereto.

## **IV. Public service programs**

LCAS shall provide at its sole cost and expense the following services:

1. A reduced cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that LCAS determines that it is no longer feasible to offer such spay/neuter program, LCAS shall no longer be under any obligation to do so.
2. A volunteer program to encourage support for LCAS and its operation of the shelter.
3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
4. An adoption program designed to ensure that LCAS identifies and secures humane, permanent homes for the animals under its care.
5. LCAS makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Town of Damariscotta agrees to work with LCAS and the community to permit and encourage TNR as the preferred method of dealing with feral cats. LCAS will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

#### **V. Adoption fees and recordkeeping**

1. LCAS will collect all adoption fees and shall keep proper financial records to account for same. LCAS will permit the Municipality and/or the County, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
2. LCAS shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

#### **VI. Indemnification**

1. The Municipality and the County shall indemnify and hold LCAS, its employees, directors, officers and agents harmless from any and all liability incurred by CHS to any person or entity arising out of its seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed by Title 7 M.R.S.A. §3913.
2. LCAS will indemnify and hold harmless the Municipality and the County from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or

neglect of LCAS, its employees, contractors or agents, in connection with the operation of LCAS.

## **VII. Insurance**

1. LCAS/CHS shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect LCAS/CHS from claims for damages for personal injury, including accidental and wrongful death, as well as claims arising from services rendered under this agreement, whether such services be by LCAS/CHS, by any subcontractor, or anyone employed directly or indirectly by either of them.
2. Upon request, LCAS/CHS shall furnish the Municipality with policies or certificates demonstrating that LCAS/CHS has procured such insurance and that the Municipality has been named as an additional insured therein. Such policy or certificate of insurance shall contain a provision that 30 days written notice shall be given to the Municipality prior to modifications, cancellation, or reduction in coverage of such insurance.

## **VIII. Agreement not assignable**

LCAS shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

## **IX. LCAS's independent capacity from Municipality**

LCAS/CHS, its officers, employees, directors, agents and volunteers shall act independently of Municipality and County and not as officers, employees, agents or volunteers of Municipality or County.

## **X. Payment**

1. In compliance with the terms and conditions of this agreement, Municipality shall agree to pay the following to LCAS for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.00 per capita of the human population in the Municipality to be served. For purposes of this computation, LCAS shall rely on the population count as reported in the most recent official census – 2,218 residents. Accordingly, based on the Municipality's 2010 census, the Municipality shall pay LCAS a flat annual fee of \$2,218.00.

2. Services NOT covered by the above computation that would result in additional payments to LCAS may include, but are not necessarily limited to:
  - A. Instances when any animal brought to LCAS by the Municipality or the County appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.
  - B. Instances in which, because of a pending legal action, an animal is boarded at LCAS at the request of the Municipality or County for a period in excess of eight days, the Municipality shall pay LCAS a boarding fee of \$20.00 per dog and \$10.00 per cat for each day over the eight days.
  - C. Animals that are legally impounded by the Municipality or County and boarded at LCAS. In these instances, LCAS shall be paid \$20.00 per dog per night and \$10.00 per cat per night.
  - D. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs, the Municipality shall be responsible for the payment of all veterinary services furnished outside LCAS/CHS as described above in this agreement.
  - E. During the waiting periods prescribed by Title 7 M.R.S.A. §§3919 and 3919-A, for cats (with an ID), the 48-hour waiting period for unidentified cats and the 24-hour waiting period for feral cats, the Municipality shall be responsible for the payment of all veterinary services furnished outside of LCAS/CHS, as described above in this agreement.

## **XI. Agreement terms**

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year from the date hereof. However, it is fully agreed that this agreement may be terminated by either party upon 90 days' written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend with all due and proper diligence should it be challenged by any action in law. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality and County shall abide by all LCAS/CHS policies as they presently exist and as they may hereafter be amended.

## **XII. Applicable law**

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control.

LCAS agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality, the County and LCAS that, in the event the Municipality's animal control ordinances are revised in such a way as to cause an increase in the level of services to be performed by LCAS under this agreement, then such revisions shall not be applicable with respect to this agreement.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

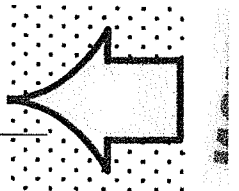
### **TOWN/CITY OF DAMARISCOTTA, MAINE**

by: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Witness Signature

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



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

(cont.)

**COUNTY OF LINCOLN, MAINE**

by: \_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Witness Signature

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

**COASTAL HUMANE SOCIETY d/b/a LINCOLN COUNTY ANIMAL SHELTER**

by: Kate Griffith  
Kate Griffith  
Director of Community Relations, Programs, Special Events

Date: 5/8/18

Kathy Black  
Witness Signature

Date: 5/8/18

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

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

THIS AGREEMENT effective as of **July 01, 2018** 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:**

- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town for the enforcement of the Town's animal control ordinance.
- ◆ The primary ACO shall be the primary responder to animal control concerns with in the Town.
- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide a secondary ACO(s) to the Town for the enforcement of the Town's animal control ordinance, at times when the primary ACO is unavailable.
- ◆ 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.
- ◆ The ACO(s) duties and authority are limited to those specified in the Town ordinance.
- ◆ Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- ◆ Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.
- ◆ 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.
- ◆ Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a quarterly basis to coincide with billing.



## **2. AUTHORITY**

The Town grants Lincoln County any authority necessary to enforce the Animal Control Ordinance and any other municipal rule, regulation, or ordinance that pertains to animals with in 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 of one (1) year commencing **July 01, 2018** and terminating **June 30, 2019** unless this Agreement is earlier terminated as set forth in Section 11 hereof.

## **5. PERSONNEL – SHARED RESOURCES**

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.

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.

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.

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

a up to date schedule of which secondary ACO is on call and available to respond as needed.

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

At the time of this initial agreement Lincoln County agrees to hire the Town's existing ACO as primary ACO, provided that ACO meets the County's hiring requirements for the position.

Otherwise 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.

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.

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 CONTINGECY**

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.

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 work hours of the ACO(s) for the enforcement of the Town's Animal Control and related Ordinances at a rate of \$15.00 per hours in addition to all applicable benefits. (FICA, Workers Comp, MePERS, Unemployment etc.)
- (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 Sheriff's Office at P.O. Box 611, Wiscasset, ME 04578 on a quarterly basis.

Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above. Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.

Lincoln County agrees that the 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. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS**

The County and Town agree that each shall defend, indemnify and hold harmless the other for any claims, demands, actions or causes of action asserted against one as a result of the actual or alleged negligence or other wrongdoing by the other, including claims, demands, actions or causes of action asserted against, or caused by, County or Town employees, agents, attorneys or others acting on their behalf.

The party obligated to defend, indemnify or hold harmless shall have the right to control the defense of, or response to, any claim, demand, action or cause of action that is asserted or filed against the other. The right to control includes the right to hire counsel of the obliged party's choosing, and to settle or defend any such claims in the obliged party's sole discretion.

In the event that claims are asserted against both parties by a third party for matters relating to or arising out of this Agreement, then each party shall be obligated to defend itself in response to, or defense of any such claim. If a fact-finding tribunal ultimately adjudicates the merits of any such claims, and if that adjudication results in a determination that either party is liable for damages, then the liable party shall be obligated to reimburse the other party for those fees, expenses, costs and damage that were determined to be caused by, or the responsibility of, the liable party. The intent of this agreement to defend, indemnify and hold harmless is to allocate the financial and other exposure, expense and burden to the party whose conduct has resulted in the assertion or filing of any claim, demand, action or cause of action.

## **11. STANDARD OF PERFORMANCE**

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).

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. 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)
- (E) 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.
- (F) All costs of the arbitration shall be borne equally by each party.
- (G) The decision of the arbitrator shall be final and conclusive between the parties.

## **14. TERMINATION**

- (A) This Agreement shall expire on **June 30, 2019** 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. 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 ADMINISTRATOR, DEPUTY

<b>LINCOLN COUNTY</b> <b>Job Description</b>
---

<b>Position Title:</b>	<b>Animal Control Officer - On Call</b>
<b>Department:</b>	<b>Sheriff's Office</b>
<b>Reports To:</b>	<b>Special Services Division Commander (Lieutenant)</b>
<b>Supervises:</b>	<b>N/A</b>
<b>Oversees:</b>	<b>N/A</b>
<b>FLSA Status:</b>	<b>Non-exempt</b>
<b>Last Revised/Approved:</b>	<b>Noember 2014</b>

**POSITION SUMMARY:**

The Animal Control Officer (ACO) performs specialized work in the enforcement of municipal ordinances and State laws relative to the regulation and control of dogs and other animals; responds to complaints and watches for possible violations.

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**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Investigates complaints concerning the regulation, licensing, abuse, and control of dogs and other animals; investigates dog bites and ensures compliance with rabies observation periods.
2. Investigates potential rabies cases for all types of animals, quarantines animals as needed, and ensures rabies management and control.
3. Determines if any laws have been violated and takes appropriate action, such as catching, confining, or trapping dogs or other animals.
4. Responds to complaints of nuisance wildlife, traps, etc.; relocates animals, and checks animals for disease as needed.
5. Issues warnings, citations, and search warrants to animal owners and appears as a witness in court as necessary.
6. Picks up stray and abandoned animals, returns to owners, shelters, or veterinarian, if injured.
7. Rescues or aids in the rescue of trapped, wounded, sick or injured animals and delivers them to appropriate services or other agencies.
8. Maintains all necessary reports and records, including lists of licensed dogs to maintain municipal warrant.
9. Provides education and information to the public regarding proper animal care; prepares presentations, distributes pamphlets, etc.
10. Maintains equipment and reports repairs as needed.

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**NON-ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. May assist in the licensing renewal for dogs each year, maintaining and updating records.
2. Performs other duties as directed.

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**GENERAL EXPECTATIONS:**

1. Be committed to the mission of Lincoln County and the Sheriff's Office.
2. Be reliable and trustworthy.

3. Be well organized.
  4. Be punctual for scheduled work and use time efficiently.
  5. Be able to work harmoniously with co-workers and with the public.
  6. Perform duties in a conscientious and cooperative manner.
  7. Be neat and maintain a professional appearance.
  8. Possess a valid Maine driver's license.
- 

#### **PHYSICAL REQUIREMENTS:**

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

While performing the duties of this position, the incumbent is regularly required to stand, sit, walk, talk, listen, stoop, kneel, crouch, crawl, reach with hands and arms, and smell. Must be able to frequently lift 30-60 pounds, and occasionally lift up to 100 pounds. Equipment used may include automobiles/light trucks, hand tools, firearms, traps, nets, protective gear and first aid equipment.

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#### **WORK ENVIRONMENT:**

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

Due to the On Call nature of this position, the incumbent is often called out on short notice to handle a complaint or other issue with an animal. Work may be inside or outside in widely varying conditions, including unclean and unsafe conditions (such as stepping in animal excrement), all types of weather, and all times of the day or night. May be exposed to disturbing treatment of animals. May be faced with dealing with irate people.

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#### **QUALIFICATIONS NEEDED FOR POSITION:**

**Experience and Skill Requirements:** The following experience and skills are considered essential:

- Up to 1 year of prior related experience handling animals.
- Good verbal and written communication skills.
- Conflict resolution skills.
- Ability to demonstrate quick and sound judgment.
- Ability to deal with the public.

**Education Requirements:** The following education requirements are considered essential:

- High school diploma or equivalent required.
- State of Maine Certification as an Animal Control Officer required.
- Knowledge of animal control techniques and animal behavior, as well as state and municipal laws and regulations as they pertain to animal control and enforcement procedures.



- Knowledge of local Lincoln County geography.
- Reserve Police Officer status preferred.
- Valid Maine Driver's license required; commercial driver's license preferred.

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**\*\* All requirements and skills are considered to be essential, unless otherwise indicated. \*\***

**External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

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

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Employee Signature

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Date

---

Supervisor Signature

---

Date

## Cemetery Deed

KNOW ALL MEN BY THESE PRESENTS that the Town of Damariscotta, in the County of Lincoln and the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of three hundred dollars (\$300.00) paid by **Larry Hallowell**, in the state of Maine, does hereby transfer and convey unto the said **Larry Hallowell** and his/her assigns, a certain lot of land in **Hillside Cemetery** in said Town of Damariscotta, said lot(s) being numbered **#1086 (Annex 2)** as shown on the plan of the cemetery on file with the Trustees of said cemetery.

TO HAVE AND TO HOLD the same unto the grantee(s) and assigns forever:

ON CONDITION that the same shall be used and improved only as and for a burial lot for the human dead; that no permanent markers shall be erected above the surface of the ground (this does not apply to monuments); no shrubbery or trees shall be planted on the lot; the lot shall not be mounted or terraced, grade to be maintained on level with the rest of area; that it shall not be sold or transferred without leave had and obtained in writing from the trustees of said cemetery; that the owners and possessors thereof shall always be subject to such regulations and orders as are or shall be made for the use and improvement of said cemetery.

And the said Town of Damariscotta covenants to and with the **Larry Hallowell** and his/her assigns that it is lawfully seized in fee of the aforesaid premises, that the granted premises are free from all encumbrances, that it has good right to sell and convey the same to the said **Larry Hallowell** and his/her assigns forever.

IN TESTIMONY WHEREOF, the Town of Damariscotta has caused these present to be signed and sealed by its Selectmen, thereunto duly authorized this 27<sup>th</sup> day of June, 2018.

### The Town of Damariscotta

\_\_\_\_\_  
Roberta Mayer

\_\_\_\_\_  
Ronn Orenstein

\_\_\_\_\_  
Louis F Abbotoni

\_\_\_\_\_  
Mark Hagar

\_\_\_\_\_  
Amy Leshure

**State of Maine**

**County of Lincoln**

Then personally appeared the above named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on June 27, 2018.

Before me, \_\_\_\_\_  
Notary Public

## Cemetery Perpetual Care & Maintenance

THE TOWN OF DAMARISCOTTA, in the County of Lincoln and State of Maine, has received from **Larry Hallowell**, in the State of Maine the sum of two hundred dollars (\$200.00), and said sum has been accepted by said town, to be held in trust, the income thereof to be used for the perpetual care and maintenance of cemetery lot number(s) **1086 (Annex 2)** in the **Hillside Cemetery**; provided however, that should any part of said income remain unexpended, after the reasonable and proper care of said lot, it shall be used for the general care and maintenance of **Hillside Cemetery**.

Dated at Damariscotta, Maine this 27<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Roberta Mayer

\_\_\_\_\_  
Ronn Orenstein

\_\_\_\_\_  
Louis F Abbotoni

\_\_\_\_\_  
Mark Hagar

\_\_\_\_\_  
Amy Leshure

**The Town of Damariscotta**

**State of Maine**

**County of Lincoln**

Then personally appeared the above named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on June 27, 2018.

Before me, \_\_\_\_\_  
Notary Public

# **Ban on Use of Single Use Plastic Carryout bags and Expanded or Extruded Polystyrene Foam Food Containers in Damariscotta**

## **PURPOSE**

It is in the best interests of the Town of Damariscotta to protect the environment and our local fishing, shellfish and tourist economy by prohibiting the distribution and use of single-use plastic carryout bags, and the distribution and use of expanded and extruded polystyrene foam food containers and to encourage use of other locally recyclable and biodegradable alternatives.

The provisions in this Ordinance will:

- a) Reduce litter of single-use plastic shopping bags and expanded or extruded polystyrene foam food containers
- b) Reduce taxpayer expense to clean-up or manage plastic litter
- c) Reduce the impact of plastic litter on our local tourism and fishing economy

## **AUTHORITY**

This Section is enacted under the Home Rule Authority of municipalities pursuant to the Constitution of the State of Maine, Ordinance VIII, Part2, Section1, the provisions of Title 30-A M.R.S. Section 3001 et. seq, as well as the general powers of municipalities to enact ordinances.

## **DEFINITIONS**

**Single-Use Plastic Carryout Bag** means a plastic bag other than a reusable bag, as defined below provided at the check stand, cash register, point of sale or other point of departure for purposes of transporting all food and all non-food related merchandise out of the Store. The term Single-Use Plastic Carryout Bag does not include reusable bags, produce bags or product bags.

**Produce Bag or Product Bag** means any bag without handles used exclusively to carry produce, meats, or other food items of merchandise to the point of sale inside a store or to prevent such items from coming in direct contact with other items.

**Reusable bag** means a bag that meets all of the following criteria:

- (a) Designed and manufactured to withstand 125 repeated uses over a period of time;
- (b) Is machine washable or, made from a material that can be cleaned and disinfected regularly;
- (c) Is at least four mils thick, if made from plastic; and
- (d) Has the capability of carrying a minimum of 18 pounds.

**Expanded or Extruded Polystyrene Foam Container** means any container that is made of Expanded or Extruded Polystyrene Foam and used to package either food or beverage for onsite or offsite consumption. It includes Expanded or Extruded Polystyrene Foam meat trays containers used to transport raw and/or uncured meats, poultry, and fish and seafood from all Stores.

**Store** means all retail establishments, including but not limited to convenience stores, restaurants, grocery stores, sellers of merchandise and dry goods sold to the ultimate consumer for direct use or consumption and not for resale.

## **PROHIBITIONS**

- a) No Store in Damariscotta shall sell or provide a Single-Use Plastic Carryout Bag to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the Store.
- b) No Store in the Damariscotta shall serve or sell prepared food and no food packager shall package meat, eggs, bakery products or other food in expanded or extruded polystyrene foam containers.
- c) No Store in the Damariscotta who sells tangible personal property at retail shall sell expanded or extruded polystyrene foam food or beverage containers.
- d) The Town shall not use expanded or extruded polystyrene foam food or beverage containers at any Town facility or Town-sponsored event.
- e) No Town department or facility shall purchase or acquire expanded or extruded polystyrene foam food or beverage containers.
- f) (e) All parties who contract with the Town shall be prohibited from using expanded or extruded polystyrene foam food and beverage containers in Town facilities or on Town-funded projects within the Town.

## **EXEMPTIONS**

- a) A Store shall be exempt from the provisions of this Ordinance, in a situation deemed by the Town Manager to be an emergency for the immediate preservation of the public health or safety.
- b) The packaging of raw seafood and shellfish for shipping is exempt from the provisions of this Ordinance.
- c) Nothing in this Ordinance shall be construed to prohibit customers from using bags or food and beverage containers of any type that the customer brings into the Store for their own use or from carrying away from the Store.

## **ENFORCEMENT AND PENALTIES**

The Town Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Ordinance. If the Town Manager or his/her designee(s) determines that a violation of this Ordinance has occurred, he/she shall issue a written warning notice to the Store that a violation

has occurred. Subsequent violations of the Ordinance shall be subject to the penalties set forth below. Violations of this Ordinance shall be punishable by fines as follows:

- a) A fine not exceeding \$250 for the first violation in a one-year period;
- b) A fine not exceeding \$500 for the second and each subsequent violation in a one-year period.

### **SEVERABILITY**

Each provision of this Ordinance shall be deemed independent of all other provisions herein. If any provision of this Ordinance be declared invalid all other provisions thereof shall remain valid and enforceable.

### **EFFECTIVE DATE**

The provisions of this Ordinance shall become effective March 1, 2019