



Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
June 2, 2021; 5:30 PM
Central Lincoln County YMCA
Public Meeting to be held remotely via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/84963494193>

Meeting ID: 849 6349 4193

Passcode: BOS

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. May 5 and 19 Meetings
- IV. Financial Reports**
 - 1. Payroll Accounts
 - 2. Payable Warrants
- VI. Presentations**
 - 1. Community Navigation Program
 - 2. Update on LCI Telecom Broadband Expansion
- VII. Citizen Comments and General Correspondence**
- VIII. Town Manager Items**
 - 1. Update on Police Cruiser Purchase
 - 2. Waterfront Improvement Project Update
 - 3. University of Southern Maine/Muskie School Intern
 - 4. Vine Street Drainage Project
 - 5. Annual Town Meeting June 8 and 9

IX. Official Action Items

1. Payment In Lieu of Taxes- Ledgewood Court
2. Midcoast Humane Agreement for Services

X. Selectmen's Discussion Items

XI. Adjournment

Post Meeting Workshop - Review of 30% Design Recommendations for Waterfront Improvement Project

Link for workshop -approximate start time: 6:30 PM.

Join Zoom Meeting

<https://us02web.zoom.us/j/87148299871>

Meeting ID: 871 4829 9871

Passcode: WIP

Town Manager Notes for June 2, 2021 Board of Selectmen's Meeting

Presentations-

Update on LCI Telecom Fiber Extension Plans- Randal Manning, Vice President and Alan Hinsey Director of Marketing, Sales & Communications will give the Board an update on the company's fiber network in Damariscotta and their plans for extending broadband service.

Town Manager Items –

1. **Update on Police Cruiser Purchase**
2. **Waterfront Improvement Project Update (verbal)**
3. **University of Southern Maine/Muskie School Internship (verbal)**
4. **Vine Street Drainage Project (verbal)**
5. **Annual Town Meeting June 8 and 9**

Official Action Items

1. **Payment In Lieu of Taxes- Ledgewood Court Payment In Lieu of Taxes from Ledgewood Court** – In August 2020, the new owner of Ledgewood Court, Midcoast Community Action (MCCA) applied for and was given property tax exempt status by the Board of Assessors. As is the case in other communities where the agency has rental properties, MCCA volunteered to make an annual payment in lieu of taxes (PILOT) in the amount equal to 2 percent of its gross rental income. The payments are made following the completion of the organization's audits for the previous fiscal year. The Town recently received a check for \$3,565.78 for its second PILOT from MCCA.
Recommended Action: Accept a payment in lieu of taxes in the amount of \$3,565.78 from Ledgewood Court.
2. **Midcoast Humane Agreement for Services** - Attached for the Board's review is a cover letter and proposed contract for animal shelter services. The Town currently contracts with the Midcoast Humane 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 proposed contract provides for a continuation of these services at the rate of \$1.45 per capita or \$3,216.10 for the upcoming fiscal year.
Recommended action: Authorize the Town Manager to execute the attached agreement with the Midcoast Humane for animal shelter services provided to the Town in FY 2022.

May 24, 2021

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



Dear Matt,

I hope this letter finds you well in these challenging times. Please find enclosed the agreement for services between Midcoast Humane and the Town of Damariscotta covering the period from July 1, 2021 to June 30, 2022. We ask that you please sign the contract, make a copy for yourself and return the original to me in the envelope provided. After we receive your signed agreement, we will generate an invoice.

Please note two important updates:

- Midcoast Humane is no longer offering an 'emergency' phone number for Animal Control Officers due to lack of use. We will redirect the funds used for having and monitoring this phone line to the direct care of homeless animals instead.
- Due to the increased risk of zoonotic disease transmission, we will no longer accept deceased wildlife drop offs.

Despite the obvious challenges of 2020, Midcoast Humane has pushed forward on several exciting fronts. Most significantly, we purchased a building on Industrial Parkway in Brunswick and we will spend the next year raising funds and renovating that facility to serve as a state-of-the-art animal shelter complete with a Behavior & Training Center and Humane Education Center. We are hard at work strengthening our community relationships, particularly with the Animal Control Officers within the municipalities we serve. As part of this process, we hope to offer complimentary continuing education training to ACOs, and will reach out to them directly with more information.

I welcome the opportunity to discuss our relationship further or to answer any questions you may have. Please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink that reads "Kate Griffith".

Kate Griffith
Marketing & Communications Manager
kgriffith@midcoasthumane.org
(207) 449-1366 x105



Midcoast Humane and Town of Damariscotta Agreement for Services

This agreement, made and entered into on May 20, 2021, by and between the Town of Damariscotta, Maine, a municipal corporation hereinafter referred to as the Municipality, Lincoln County, hereinafter referred to as the County, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2021, and ending June 30, 2022.

MH, 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. MH will furnish, manage and operate animal shelter facilities located at 27 Atlantic Highway, in Edgecomb, Maine. MH 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. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion 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 MH 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 MH. ("Stray cat" means a cat that 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 or code to MH's isolation area for the purpose of delivering animals during hours when MH is not open to the public. During hours when MH is open to the public, the Representative shall deliver animals to the isolation area and shall, in both cases, complete all required paperwork. The Municipality and County shall at all times provide MH with the name of their Representatives and contact information and shall notify MH 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 MH, the Municipality and/or County shall be responsible for notifying the animal's owner of such impoundment and disclosing the owner's name and address to MH. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH 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 MH of any fees assessed by MH, as stated below.
6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
7. Any Representative that picks up sick or injured animals must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If an MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH 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 MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. The Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless the Municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, 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. MH will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, MH 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, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.

10. MH will maintain regularly scheduled business 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, MH 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. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
12. MH contact personnel, available to the Municipality during regular MH business hours and on an emergency basis during non-business hours, are as follows:
 - Desiree Roberts, Director of Shelter Operations. Office: 207-449-1366 ext. 215In the event that either of these persons is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.
13. MH shall provide systems to monitor medical and other information on each shelter animal.
14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's or County's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

II. Ownership of dogs

MH 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

MH 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

MH 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 MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.
2. A volunteer program to encourage support for MH 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 MH identifies and secures humane, permanent homes for the animals under its care.
5. MH 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 MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH 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. MH will collect all adoption fees and shall keep proper financial records to account for same. MH 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. MH 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 harmless MH, its employees, directors, officers and agents 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 the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
2. MH 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 MH, its employees, contractors or agents, in connection with the operation of MH.

VII. Insurance

MH shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect MH from claims of 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 MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

VIII. Agreement not assignable

MH 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. MH's independent capacity from the Municipality

MH, its officers, employees, directors, agents and volunteers shall act independently of the Municipality and the County and not as officers, employees, agents or volunteers of the Municipality or the County.

X. Payment

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

The annual agreed payment shall be computed on the basis of \$1.45 per capita of the human population of the Town of Damariscotta. For purposes of this computation, MH has relied on the population count as reported in the most recent official census – 2,218 residents. Accordingly, based on the Town of Damariscotta's 2010 census, the Municipality shall pay MH a flat annual fee of \$3,216.10.

2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:
 - A. An instance when any animal brought to MH 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 MH at the request of the Municipality or the County for a period in excess of eight days, the Municipality shall pay MH a boarding fee of \$20.00 per dog, \$10.00 per cat, \$5.00 per small animal and \$5.00 per bird for each day over the eight days. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for

any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

- C. Animals that are legally impounded by the Municipality or the County and boarded at MH. In these instances, MH shall be paid \$20.00 per dog per night, \$10.00 per cat per night, \$5.00 per small animal per night and \$5.00 per bird per night. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.
- 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 MH 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 MH, as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.

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 this agreement 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 the County shall abide by all MH regulations 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. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

MH 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 MH that, in the event the Municipality's animal control ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

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

TOWN OF DAMARISCOTTA, MAINE

By: _____ Date: _____
Authorized Representative

_____ Date: _____
Print Name and Title

_____ Date: _____
Witness Signature

COUNTY OF LINCOLN, MAINE

By: _____
Authorized Representative

Date: _____


Print Name and Title

Date: _____


Witness Signature

Date: _____

MIDCOAST HUMANE

By:  _____
Mary P. Sundeen, President

Date: 05/21/21

 _____
Witness Signature

Date: 5/21/21