MEMO

To: Donna Miller-Damon, Chair and Members of the Select Board

From: Justin L. Poirier, Town Administrator

Date: February 3, 2021

RE: Town Administrator Report

New compactor. The new compactor was installed on January 26. I am waiting on a decision to be made about our trash/recycling contract before I order a container.

Solid waste and recycling contract. I have received the proposal from Casella. I am awaiting information from Troiano about C&D pricing and our options with the containers. Our lease expires in March.

80-foot ramps at Cousin’s Island dock. I am still awaiting an estimate from Baker Consulting.

Indian Point Road. The erosion along Indian Point Road is getting dangerously close to making the road unsafe for use. Public Works and I regularly check on the condition. If the condition continues to deteriorate, we may be forced to post/close the road. I have contacted Maine DEP and asked what interim actions we are permitted to take to shore up the shoreline – I have received an initial response, but they are still researching our options. I have also reached out to Bob Halpin to restart discussions on what should and can be done to protect the shoreline and the road in the long-term. The current proposed budget includes an additional $5,300 for the Indian Point Reserve account. If any serious work is to be completed next year additional investment will be required.

MMA bill to allow remote meetings. The Maine Municipal Association has put forward legislation that would allow public meetings to be conducted via remote means. The bill, LD32 - An Act Regarding Remote Participation in Public Proceedings, would allow a municipality to adopt a policy that would allow members to participate remotely. Currently, this is only allowable because of the Governor’s Executive Orders pertaining to COVID-19. If the Board does not object, I will submit testimony in my capacity of Town Administrator supporting the Legislation. With in-person testimony not being permitted this session, MMA is relying on members to assist them in supporting municipal initiatives.
Letter of Transmittal

To: Town of Chebeague Island  
Attn: Marjorie Stratton, Town Administrator  
192 North Road  
Chebeague Island, ME 04017  

Re: Town Contract Renewal 2022  

From: Joanne Majka  

Date: January 11, 2021  

CC: file

Please find the enclosed 2 copies of the Animal Refuge League of Greater Portland (ARLGP) shelter contract renewals. The rate for your fiscal year 2022 will be remaining the same at $1.43. Additionally, you will find 2020 animal statistics attached to the contracts.

To renew your contract with the ARLGP, enter the date on page 1 and sign on page 4 on each contract. Please return one copy of the contract back to the ARLGP.

Currently we do not collect and reimburse the Town of Chebeague Island any Impound Fee from anyone who claims a dog or cat that was brought to us by the Chebeague Island ACO or a Chebeague Island officer. If you want to initiate this process, please notify us in writing.

If you have any questions or need additional information, please do not hesitate to contact Joanne Majka at 207-517-3933 or jmajka@arlgp.org.

Sincerely,

Joanne Majka
AGREEMENT

THIS AGREEMENT made and executed in duplicate this ___ (day) of ___________ (month), 2021, by and between the Town Of Chebeague Island, a municipal corporation with a place of business located in the County of Cumberland, State of Maine (hereinafter “Municipality”) and the Animal Refuge League of Greater Portland, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business located at 217 Landing Road, in Westbrook, County of Cumberland, State of Maine, (hereinafter “ARLG P”).

WITNESSETH:

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S.A. 3949) for stray and lost dogs, cats, and domesticated animals that are a problem in the community (hereinafter “Animals”); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, ARLGP possesses both the expertise and facilities to provide these services;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Acceptance of Animals.** Provided the ARLGP shelter is not under quarantine as imposed by State humane agent(s), State veterinarian(s), or contract veterinarian(s), ARLGP agrees that it will accept each and every stray, lost and confiscated domestic Animal delivered to it at the ARLGP shelter by a duly authorized Animal Control Officer, Police Officer or citizen of Municipality, provided the Animal was found within the territorial limits of Municipality. Said Animals shall be held for the legal impoundment period, after which the ARLGP will make such disposition as it, in its sole discretion, deems necessary and proper.

2. **Delivery of Animals.** Provided the ARLGP shelter is not under quarantine, all stray or lost Animals collected by the said Animal Control/Police Officer shall be delivered to ARLGP for the impoundment period provided the Animal Control/Police Officer cannot return the stray or lost Animal to its owner directly.

3. **Delivery and Hours of Operation.** ARLGP staff are regularly available between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. and 4:00 p.m. Saturdays and Sundays. Whenever possible, delivery of said animals should be planned during those hours in order to ensure there is cage/kennel space available. After regular business hours, Animal Control/Police Officer(s) have access to limited temporary kenneling facilities at the ARLGP shelter.

4. **Exclusive Rights and Custody.** Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the ARLGP shall be under the exclusive control and custody of the ARLGP. Moreover, Municipality agrees that, so far as it is concerned, the ARLGP shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of the ARLGP.

5. **Proper Care Required.** ARLGP shall comply with animal care standards as required by State law for such Animals while they are in the ARLGP’s possession.

6. **Rabies Quarantine.** The ARLGP shall quarantine on a space available basis for a period of at least ten (10) days, stray dogs and cats in the Municipality which have bitten residents of the
Municipality. Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. The ARLGP is not obligated, nor does it have the space, to quarantine privately owned Animals.

7. **Fees.** For the services provided by the ARLGP, Municipality agrees to pay the ARLGP the total sum of $487.64, which is based on 4 Quarters at the rate of $1.43 per capita of the Municipality population 341, from the 2010 Census. All money is payable in advance. Quarterly payments are in the amount of $121.91 each for 4 quarters. The first installment is due on July 1st, 2021 and will be invoiced separately.

8. **Boarding of Confiscated Animals.** The fees noted in Paragraph 7, above, shall cover all boarding for Animals delivered to the ARLGP and held other than those pending court proceedings. It is important to note that in the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the municipality’s responsibility. The law does provide for the municipality's reimbursement from the animal’s owner. ARLGP fee schedules are available upon request.

9. **Impoundment Fee Collection and Licensing.** The ARLGP agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee, plus the cost of board at a rate to be determined by the ARLGP for each day of impoundment from the date of impoundment. Further, the ARLGP will require the owner of every impounded Animal to pay all applicable fees, including veterinary medical and vaccination fees, of an impounded Animal. The ARLGP shall also require proof of licensure prior to releasing a dog into the custody of the owner in accordance with 7 M.R.S.A. 3913(3)(C), as may be amended or will provide owner with a ten (10) day temporary license and forward copies to Municipality.

10. **Documentation.** The ARLGP agrees to provide to Municipality an annual detailed record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by the ARLGP.

11. **Enforcement Activities.** Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. The ARLGP shall not be required to apprehend or seize any Animals found roaming at large.

12. **Donations and Gifts.** Any and all donations, contributions, or anything of value given to or received by the ARLGP as a result of any service performed in carrying out the provisions of the Agreement, including but not limited to payments received pursuant to Paragraph 7 above, shall be the exclusive property of the ARLGP, and Municipality shall have no claim or interest therein.

13. **Adoption Authority.** The ARLGP shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.

14. **Veterinary Care.** As prescribed by 7 M.R.S.A. § 3948, the municipality is responsible for providing proper medical attention to any injured stray companion animal. The ARLGP will not accept any injured stray animal that has not received proper veterinarian medical care. Municipality agrees that it shall obtain appropriate emergency veterinary care for injured Animals prior to delivery to the ARLGP shelter. In the event that Municipality delivers an injured Animal to the ARLGP without first obtaining appropriate emergency veterinary care, the ARLGP, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary or appropriate. Municipality agrees to reimburse
the ARLGP for the costs of emergency and required follow up care within ten (10) days from the receipt of an invoice.

At no time will the municipality drop off any injured stray companion animal to the ARLGP during closed hours unless prior arrangements have been made with an ARLGP representative.

15. **Animal Control Officers.** Municipality agrees that it shall notify the ARLGP, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s Codes or Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by Title 7 M.R.S.A. 3947.

16. **Independent Capacity.** The ARLGP, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of the ARLGP. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between the ARLGP and Municipality.

17. **Indemnity.** The ARLGP shall, at its own expense, defend, indemnify and save Municipality harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of the ARLGP, its officers, employees or agents.

18. **Compliance.** The ARLGP agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.

19. **Assignment.** This Agreement shall not be assigned by either party without the prior written approval of the other party.

20. **Other Services.** The ARLGP offers to provide the following services to Municipality at no additional cost to Municipality:

   a. Cremation Services: The ARLGP will accept for cremation stray or lost Animals, dead on arrival, from animal control officers, or duly authorized law enforcement personnel.

   b. Telephone Services: To avoid confusion, the ARLGP will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.

   c. Lost and Found Pet Services: ARLGP staff will take lost and found reports to facilitate the return of pets to their owners.

   d. Education Services: ARLGP staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades K through 12.

21. **Term.** The term of this Agreement shall be from July 1, 2021, to June 30, 2022.

22. **End of Term.** At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, the ARLGP agrees to continue to receive and care for stray and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect.
at the end of the term. Provided, however, that such obligation shall not exceed three (3) months and that Municipality continues to make quarterly payments as were in effect at the end of the term.

23. **Complete Agreement.** This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.

24. **Binding.** This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.

25. **Severability.** If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

26. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

By: ___________________________  Witness: ___________________________

Printed Name: ___________________________  Printed Name: ___________________________

Its: ___________________________

ANIMAL REFUGE LEAGUE OF GREATER PORTLAND

By: ___________________________  Witness: ___________________________

Printed name: ___________________________  Printed Name: ___________________________

Its: ___________________________

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Animal Refuge League of Greater Portland – Town Contract  Page 4 of 4
There were no intakes from Chebeague Island in 2020.

<table>
<thead>
<tr>
<th>Chebeague Outcomes 2020</th>
<th>Cat</th>
<th>Dog</th>
<th>Rabbit</th>
<th>Other</th>
<th>Total</th>
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<tbody>
<tr>
<td>Adoption</td>
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<td>1</td>
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<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Total</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
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## Personnel Costs:

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<thead>
<tr>
<th></th>
<th>Hourly rate</th>
<th>$</th>
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<tbody>
<tr>
<td><strong>TBD</strong></td>
<td>ONE DEPUTY</td>
<td>$27.90</td>
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<tr>
<td></td>
<td>15 weeks</td>
<td>600 hours</td>
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**TOTAL SALARY**

<table>
<thead>
<tr>
<th>Compensation Time (@ 1.5)-Back Fill</th>
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<tbody>
<tr>
<td># Of Days</td>
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<tr>
<td></td>
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**TOTAL COMP COSTS**

<table>
<thead>
<tr>
<th>Fringe Benefit Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOCIAL SECURITY</strong></td>
</tr>
<tr>
<td><strong>WORKERS COMP</strong></td>
</tr>
<tr>
<td><strong>RETIREMENT</strong></td>
</tr>
<tr>
<td><strong>HEALTH INSURANCE</strong></td>
</tr>
</tbody>
</table>

**TOTAL FRINGE COSTS**

<table>
<thead>
<tr>
<th>Other Fixed Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACT SUPERVISION</strong></td>
</tr>
<tr>
<td><strong>VEHICLE INSURANCE</strong></td>
</tr>
<tr>
<td><strong>PROFESSIONAL LIABILITY FOR DEPUTY</strong></td>
</tr>
</tbody>
</table>

**TOTAL OTHER FIXED COSTS**

<table>
<thead>
<tr>
<th>Operational Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNIFORMS</strong></td>
</tr>
<tr>
<td><strong>AIR CARDS FOR COMPUTER</strong></td>
</tr>
<tr>
<td><strong>OIL, TIRES FOR VEHICLE</strong></td>
</tr>
<tr>
<td><strong>FUEL OIL, GASOLINE</strong></td>
</tr>
<tr>
<td><strong>MAINTENANCE VEHICLE &amp; OIL</strong></td>
</tr>
<tr>
<td><strong>TRAINING/SAFETY EQUIPMENT</strong></td>
</tr>
</tbody>
</table>

**TOTAL OPERATIONAL COSTS**

<table>
<thead>
<tr>
<th>Capital Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEW VEHICLE</strong></td>
</tr>
</tbody>
</table>

**TOTAL CAPITAL IMPROVEMENTS:**

**TOTAL CONTRACT COST FOR THIS PERIOD:** $31,517.57
EARNED PAID LEAVE POLICY

Maine enacted a new law, effective January 1, 2021, which provides earned paid leave to employees. Earned paid leave may be used for any purpose, but the notice requirements differ between planned and unplanned purposes. This policy applies to certain municipal employees that are not currently covered under the Town’s Personnel Policy.

A. Accrual

1. Employees shall accrue one hour of earned paid leave for every forty (40) hours worked.

2. Employees may not use earned paid leave until they have been employed for 120 calendar days. Earned paid leave cannot be taken before it is earned and must be taken in one (1) hour increments.

B. Allowable Uses and Notice Requirements

Earned paid leave may be used for any purpose, but the notice requirements differ between planned and unplanned purposes.

1. Planned Purpose: Employees shall provide at least two (2) weeks’ advance, written notice to their supervisor to use earned paid leave for a personal purpose that can be planned in advance.

Planned earned paid leave cannot be used for more than three (3) consecutive work days in a row; on the days immediately before and/or after a holiday; or on any other days determined by the supervisor to conflict with operational needs.

2. Unplanned Purpose: Earned paid leave may be used for a sudden emergency, sudden illness or injury, or other necessity beyond the employee's control to schedule. In such cases, the employee is required to notify their supervisor as soon as possible. The supervisor may request appropriate documentation demonstrating the need for unplanned leave that lasts three (3) days or more.

C. Carryover

Up to forty (40) hours of unused, accrued earned paid leave may be carried over to the next calendar year. However, the amount of leave that an employee may accrue in that year will be reduced by the number of hours that are carried over.

Any unused earned paid leave will be paid when the employee leaves their employment with the Town.
Dear Board --

Dr. Kip Webb and the Chebeague Covid Test Team (CCTT), with my assistance as a former survey researcher, have developed a Survey Monkey questionnaire designed to accomplish the following:

1. Determine who on Chebeague would like to receive the COVID-19 vaccine
2. Prioritize those people in terms of age, health status, occupation, etc.
3. Be ready for vaccinations as soon as they become available
4. Be ready for ON ISLAND deployment of the vaccine, if possible

The survey is designed to assist the group ultimately charged with providing the vaccinations, be it the CDC, the CART committee, Island Council, CCTT, Island Commons, or whomever.

Results of the survey will remain confidential and available only to those on a need-to-know basis.

The CCTT believes the survey will be most effective and supported if administered by the Town. While Justin has agreed to have his name on the survey, neither he nor the Town staff will be involved with the implementation or analysis of the survey.

The survey will be publicized on Bev's, Chip's, and the Town's websites, accompanied by e-mail blasts from CTC and the Town.

Please click the link below and be prepared to discuss tomorrow evening.

https://www.surveymonkey.com/r/RHT8M3Q

From NBC News, 'We crushed it': How did West Virginia become a national leader in Covid vaccination?

"Through a partnership with another company, Everbridge, the consortium has now created a pre-registry system so that each person can be assigned a place in line and notified when and where they can be vaccinated. In the first four days after launching the system, Marsh says over 100,000 people signed up.

"After initially experimenting with first come, first served clinics unsuccessfully, he says it was trial and error that led his team to the registry platform. Without the ability to predict the precise dose allotments it will receive each week, it was a challenge to meet demand, something the pre-registry system is now intended to address."
Chebeague Island COVID-19 Census

About this survey

There is a lot of uncertainty now around the availability of vaccines, when and how the updated prioritization scheme will be deployed, and the roll out of a Statewide vaccine database. In the meantime, we want Chebeague to be ready to vaccinate as many people as quickly as possible.

To do this, we need a database that prioritizes all Chebeague residents who would like to get vaccinated against the COVID-19 virus using the criteria that have come from the State of Maine.

Please complete ONE survey for EACH member of your household aged 16 and older.

In addition, please reach out to your neighbors and urge them to complete this survey. Offer to help anyone needing assistance in completing this survey.

All responses will be held confidential. They will be viewed only by people associated with the vaccine distribution and used for no other purposes.

Completing this survey does not guarantee that you or a family member will receive a COVID-19 vaccine on
Chebeague. But it does give us data to manage a COVID-19 vaccine program, if we can. And it does get you on the list for vaccines that we may be able to administer on Chebeague.

This survey allows us to estimate how many doses we might need if and when a clinic is held on the Island. In the meantime, please continue to work with your medical provider and the CDC to sign up for the COVID-19 vaccine.

* 1. Please provide information for the person named in this response.

Name

* 2. Address on Chebeague

* 3. Are you currently living on Chebeague?

- Yes
- No

* 4. Are you able to drive on Chebeague?

- Yes
- No
- A family member is willing/can provide island transportation
5. Date of Birth (mm/dd/year)

Month/Day/Year

Date

MM/DD/YYYY

6. Current Age

7. E-mail address

8. Preferred telephone number (landline or cell)

9. Interest in getting vaccinated for COVID-19

- Yes, put me on the list for vaccination on Chebeague
- I will get vaccinated through my doctor's office on the mainland (NOTE: Most doctors do not have vaccine currently available)
- I will get vaccinated elsewhere on the mainland
- I have already been vaccinated
- I am not interested at this time
- I'm not sure. Please send more information
* 10. Please indicate the category or categories in which you would place the person named in this response

☐ Health Care Personnel Needed to Preserve Critical Health Care Services

☐ Residents and Staff of Long-Term Care Facilities

☐ Other Patient-Facing Health Care Personnel

☐ Public Safety Personnel

☐ COVID-19 Response Personnel

☐ Adults aged 70 and older

☐ Adults of all Ages With High-Risk Medical Conditions (CDC’s Definition)

☐ Certain Critical Front Line Workers (Information on DHS definitions)

☐ Persons aged 16-69 not otherwise eligible in the first phases of Maine’s current COVID vaccine distribution plan

Thank you very much for your responses to this survey. Please remember to wear your mask, practice social distancing, and wash your hands frequently. Stay safe!

Town of Chebeague Island
Justin L. Poirier, Town Administrator
207-846-3184
townadmin@townofchebeagueisland.org

Done