



# Town of Boothbay Office of the Town Manager James D Chaousis II

To: Board of Selectmen From: James D Chaousis II

Date: 1/17/2014

Sub: Agenda for 1/22/2014

## Please Remember: BRAS Budget Committee Interviews at 6:00 pm

This memo is designed to explain the items on the agenda for the next meeting.

#### **Bob Faunce**

Bob will explain the Maine Eastern Railroad subject with more detail

## FY 2015 Budget Deliberations

- I will have the department leaders in attendance for this meeting. The Selectmen can drill down more into the various departments of the operating budget.
- Additionally, please be prepared to invited outside organizations that need further review to another meeting (2/26/14)

### Reports

- BOA- IDK Communications Report
  - o The expert review of the cell tower company's technical data is in and available.
  - Since the BOA will not discuss this until 1/28/2014 I recommend that the BOS not discuss until after the meeting has been had.
  - People will solicit comment from the BOS but it stilled needs for process time.
- Lincoln County Budget
  - In your packet is some dialogue email between me and John O'Connell(Lincoln County Administrator)
  - We are trying to arrange a meeting with Commissioner Meserve and him
  - Also, the Commissioners have not applied surplus funds to the tax levy calculation yet, so the amount raised by taxation is premature
- BRLT- Cross River Property
  - Nick Ullo-BRLT Exec Dir and I met last week to talk about the BRLT proposal
  - We are recommending a meeting between the BOS and BRLT Directors on 2/12/14 to workshop the specifics of the BRLT proposal. I recommend a 6 pm workshop.
  - o From there we can determine if a purchase and sale agreement should be drafted for town meeting.
- MDOT- River Road Ledge Removal
  - We received notice from MDOT about a project on River Road during summer 2014 for ledge removal
- Department Reports
  - We will meet in the afternoon on Wednesday to discuss department current issues

#### **Old Business**

- BRAS Budget Committee
  - Hopefully the interviews will lead to an appointment here
- Tax Increment Financing Development Plan
  - o I should have the latest draft of the TIF ready for review at the next meeting
- Policy on Administrative/Appointed Boards and Committees





# Town of Boothbay Office of the Town Manager James D Chaousis II

I have mocked-up a version of this policy based on the conversation at the last meeting.
 Obviously, it was not popular amongst every Selectmen but I tried.

### **New Business**

- Friends of Midcoast Maine Proposal
  - o I have talked to the Executive Directors of Friends of Midcoast Maine and Smart Growth Maine about doing some TIF education in Boothbay.
  - They have supplied the attached proposal.
  - o I think we can expend these funds from the legal line and get some quality TIF education for our voters.
- Lincoln County ACO proposal
  - You knew it was coming!

Board of Selectmen

Steven C. Lewis, Chairman Dale C Harmon, Vice Chairman Charles R. Cunningham Douglas W Burnham Stephen W. Ham

Town Manager

James D Chaousis II



Town of Boothbay Board of Selectmen Meeting Wednesday, January 22, 2014 7:00 PM Agenda Board of Selectmen
BRAS Budget Committee
Interviews

6:00 pm- Frosty Leonard 6:30 pm- Dave Pratt

- 1. Pledge of Allegiance
- 2. Public Comment
- 3. Approve minutes of previous meeting- (12/31/2013 and 1/8/2014)
- 4. Bob Faunce- Maine Eastern Railroad Project
- 5. FY 2015 Budget-Department Reviews
  - a. Outside Organization Review
  - b. Other
- 6. Reports
  - a. BOA-IDK Communications Report
  - b. Lincoln County Budget
  - c. BRLT- Cross River Property
  - d. MDOT River Road ledge removal
  - e. Department Head Report
- 7. Old Business
  - a. BRAS Budget Committee Request/BOD Appointee
  - b. Tax Increment Financing Development Plan
  - c. Policy on Administrative/Appointed Boards and Committees
- 8. New Business
  - a. Friends of Midcoast Maine Proposal-TIF Education
  - b. Lincoln County ACO Proposal
- 9. Public Comment
- 10. Review Warrants and sign
- 11. Adjourn Meeting

#### **Board of Selectmen**

Steven Lewis, Chairman Dale Harmon, Vice Chair Douglas Burnham Charles R. Cunningham Stephen W. Ham

Town Manager James D. Chaousis II



# Town of Boothbay Board of Selectmen Meeting Wednesday December 31, 2013

2:00 PM MINUTES

**Call Meeting to order**: Chairman, Steve Lewis called the meeting to order at 2:00PM. **Present**: Steven Lewis, Dale Harmon, Charles Cunningham, Steve Ham, Douglas Burnham, and James Chaousis II, Town Manager.

FY 2015 Budget: All full-time staff was in attendance. Several Selectmen inquired with the Town Manager whether this is a protected discussion in accordance with Freedom of Access Law. Several full-time staff members also expressed their opinion that the meeting should be discussed in private. The Town Manager explained that the discussion was about budgetary proceedings which are in no way protected from the public's right to review the deliberation.

Steve Lewis asked if the group disagreed with the premise that the health insurance plan needed to be adjusted. The group consensually agreed.

Bonnie Lewis stated that the retirement proposal should be eliminated from the budget and just move forward with the health insurance adjustment. Mike Alley reiterated that sentiment adding that the retirement benefit has been in place for 10 years and that employees rely on that as part of their salary.

Steve Lewis stated that the budget has been proposed and not heavily reviewed. Any changes could be made at this point. Chuck Cunningham disagreed that the retirement is not part of the employee's salary and that it is a benefit. He stated that the employee matching requirement should be looked at someday. Mike Alley stated that he agreed that the employee could be asked to contribute but not all at once taking away from salary.

Jim Chaousis gave a high level review of the budget proposal focusing on the loss of revenue sharing in the budget for the future. The town will be relegated to making budget reductions or increasing the budget and ultimately the tax rate.

Steve Lewis was concerned that we were asking the employees to shoulder the load in tighter budgets but Chuck Cunningham was more concerned where the taxpayer's tipping point may be.

Mike Alley argued that morale is at an all-time high and that these changes would affect morale. Dan Bryer added that the town offers good services and reductions would minimize the effectiveness of the good services. Heidi Fuller stated that she took a loss in pay in lieu of better benefits from the town.

Dale Harmon stated that he has spoken to people on the street about this topic. People state that they get a lot for their taxes and that it is a great benefit. This is a great statement for the public employees here.

There was more discussion on how the FOAA law and executive sessions are handled.

Lori Colton discussed that the Selectmen should consider grandfathering the current employees and handle benefit reductions through attrition.

Steve Ham stated that the budget may be technically sound but there are real personal implications to the proposal made by the Town Manager. Dale Harmon and Steve Ham wanted to finish the discussion and move to a vote on the proposals but Chuck Cunningham wanted more time to review.

Heidi Fuller requested more information on how and when the Selectmen would make a decision. The Selectmen consensually agreed that they would make a determination on this subject at the onset of the next Selectmen's meeting to give some surety to the employees.

Chuck Cunningham made a motion to adjourn the meeting. Douglas Burnham seconded the motion. **Vote: 5-0 in favor.** 

Respectfully Submitted
James D Chaousis II, Town Manager

#### Board of Selectmen

Steven Lewis, Chairman Dale Harmon, Vice Chair Douglas Burnham Charles R. Cunningham Stephen W. Ham

<u>Town Manager</u> James D. Chaousis II



# Town of Boothbay Board of Selectmen Meeting Wednesday, January 8, 2014

7:00 PM

MINUTES

**Present:** Steven Lewis, Dale Harmon, Douglas Burnham, Charles Cunningham and James Chaousis II - Absent: Stephen Ham

- 1. **Call Meeting to order**: Steve Lewis called the meeting to order at 7:00PM after a TIF workshop.
- 2. Pledge of Allegiance:
- 3. **Public Hearing** Stephen Arkley, Map R-3 Lot 3-9, located at 14 Mudflat Alley, North, Boothbay, ME to construct a 5'x100' fixed pier with a seasonal 36'x3' runway and a 10'x20' float oriented parallel to the shore, with a skidway for hauling the float, on the Back River.

Doug Burnham and Dan Bryer attended the wharves and weirs hearing and saw no problems with this project. The Harbor Master gave a written statement that he did not see any problems. Chuck Cunningham made a motion to approve this application as presented and Dale Harmon seconded the motion. **Vote: 4-0 in favor.** 

## Next, the Selectmen discussed (out of order) the first item under #6 FY 2015 budget, Employee benefits:

Dale Harmon said when the Selectmen met with the staff they were receptive to the changes in Health Care but not to the proposed changes in retirement and he would suggest making the Health Care change and not the retirement change this year.

Steve Lewis said maybe not cut the retirement this year, but to ask the employees to pay some as well as town when the times comes to discuss this again.

Chuck Cunningham agreed and said to leave the retirement alone for this year, but ask the employees to pay some when this is reviewed.

Doug Burnham made a motion to adjust the employee health insurance from the POS A to POS C as soon as possible and not to change the retirement at this time and Dale Harmon seconded the motion. **Vote: 4-0 in favor.** 

Fran McBrearty said he and his wife felt this was disturbing news. He said that an adjustment in benefits loss takes a long time to heal. They would rather see zero dollars given to outside agencies than take away any benefits from the employees. Maybe even fight the school budget harder to keep the money for benefits.

- 4. **Approve minutes:** Chuck Cunningham made a motion to approve the minutes of the 12/11/2013 meeting and Dale Harmon seconded the motion. **Vote: 4-0 in favor.**
- 5. **Boothbay Region Ambulance Service:** Steve Lewis recused himself from this item.

Rob Ham was present and gave a presentation of the BRAS financial situation. He presented the Selectmen with a handout, among other things he mentioned how many times what number of ambulances were out on calls, close to 50% of the calls are going to Midcoast. If it is not critical they can take the patient where they want to go and this time of year, a lot of patients have doctors at Midcoast and want to go there. There are different types of calls in the summer and there will be less going to Brunswick. They are still doing transfers (taking residents from Miles to other locations). They still need subsidy payments from the towns. He reported their budget expenses are about where they thought they would be. They are doing orientation and training with new people, so they can cut back on Overtime. They had a grant for training. Mr. Ham mentioned that the local road crews have done a good job helping with the roads during the recent storms.

6. FY 2015 Budget: The budget timeline was discussed. Department heads will be invited to the next meeting.

Capital Improvements were discussed, projects slated to be done this year include a new Plow truck with dump body (replacing the 5500 with an International) Turnout gear for the BFD (may get a grant and not need) and the Mapping Project. This will take more than the \$140,000, will have to tap into reserves, there is \$200,000 in the reserves now.

Mr. Chaousis said next year needed will be \$80,000 for a used tanker for the Fire Dept.

There was a discussion about what types of trucks are needed.

GA – put in \$10,000 each year and always come up under budget so this should be left as is.

Combined Services – the total of this is up .2%, legal was flat funded, advertising/printing/postage/telephone is up about 1.9% and building & grounds is down 5%

Debt Services is wrapping up and down 5.4%

Insurance is up 4%

Board to review and organize funding requests.

## 7. Reports::

- a. BRLT Donation a donation was received from the BRLT for \$2,570
- b. Coulombe Donation to Fuel fund Mr. Coulombe donated \$10,000 to the fuel fund
- c. Boothbay Harbor Sewer District Public Hearing there will be a public hearing on 01/26/2014 to talk about an upgrade to the pump station. The sewer district can pass the charges on to their customers for upgrades.
- d. LCRPC, Maine Eastern Railroad they may make passage to Brunswick and Camden, there is talk of making this into a Multi-Model Program and

- Dale Harmon said both candidates who applied are good candidates and he suggested the board interview them in private before the next meeting before making a decision.
- c. Cross River Property RFP Mr. Chaousis said he and Nick from the Land Trust would like both boards to meet and discuss on 02/12/2014. Doug Burnham is not in favor of giving any land to the land trust, he feels they have enough land already. Steve Lewis said he wants the land used and it should be up to the voters
  - Chuck Cunningham said what the land trust is proposing is what the people originally voted they wanted when they voted to keep the land.
- d. **Tax Increment Financing Development Plan** Mr. Chaousis will do some work on this plan as discussed in the workshop from earlier tonight.
- e. Policy on Administrative/Appointed Boards and Committees The policy was reviewed, no action needs to be taken at this time, some changes may need to be made in the Admin Code.

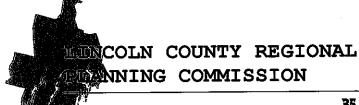
  Steve Lewis suggested that there are times when non-residents should be allowed on ad hoc committees.

  Chuck Cunningham said the committees should be all residents but others allowed at meetings and to have a say.

  Dale Harmon said maybe this should be left up to the discretion of the Selectmen and non-residents allowed under exceptional circumstances.
- 9. Public Comment:

to decide.

- 10 Review Warrants and sign: Chuck Cunningham made a motion to review the warrants and sign them and Dale Harmon seconded the motion. Vote: 4-0 in favor.
- 11. Adjourn meeting: At 9:30 Chuck Cunningham made a motion to adjourn the meeting and Dale Harmon seconded the motion. Vote: 4-0 in favor.



35 Water Street \* PO Box 268 \* Wiscasset, Maine \* 04578-0268

December 30, 2013

Boothbay Select Board Boothbay Harbor Select Board

Re: Maine Eastern Railroad Project

Dear Selectpersons:

Over the past month, an informal committee of county residents and LCRPC staff has been working to try to take advantage of a tremendous opportunity that has presented itself to our communities. As you have heard by now, the Maine Eastern Railroad plans to expand service in the mid-coast and, importantly, its trains will connect directly with the Downeaster in Brunswick. That is, a Downeaster rider arriving in Brunswick in the morning on Fridays, Saturdays, Sundays and some holidays in the summer will be able to transfer directly to MERR's Mid-Coast Limited and travel as far as Rockland. Likewise, a Mid-Coast Limited rider who arrives in the evening in Brunswick will be able to transfer directly to the Downeaster. Stops in Lincoln County will include Wiscasset, which will be the hub of MERR's operation in the county, and Newcastle. Based on previous years' traffic, the Mid-Coast Limited will carry about 5,000 passengers without considering the potential substantial increase in ridership from the link to the Downeaster.

In addition, MERR will operate an excursion train, the Wiscasset Flyer, which will run round trips on Saturdays in the summer between Wiscasset and Newcastle and Wiscasset and Bath. Finally, MERR plans run special events trains to the Rockland Blues and Lobster Festivals. These special events trains will have a capacity for 350 round-trip riders per day for the duration of the two festivals (seven days total).

This is very exciting and will represent a major enhancement for train riders in Lincoln County but there is, in fact, a lot more to the story as it will potentially directly affect the Boothbay peninsula. In summary, we have discussed with MERR the possibility of creating a shuttle between the Wiscasset station and downtown Boothbay Harbor this coming summer. MERR and the Downeaster will be co-promoting their services and if the shuttle becomes a reality, MERR has agreed to actually ticket passengers from North Station in Boston (or other stations) directly through to Boothbay Harbor via the proposed shuttle. That is, MERR will sell tickets with Boothbay Harbor as a destination. In addition, the project will include a second "outer loop" trolley to transport train riders, other summer visitors and local residents to area attractions not now served by the Rocktide trolley, such as the CMBG, Boothbay Railway Museum, Maine State Aquarium, Boothbay County Club and others.

We have submitted an application to MaineDOT to fund 80% of the cost of operation for a shuttle to serve the Mid-Coast Limited and seven days of special events trains as well as the outer loop trolley, which is estimated to total about \$45,500 for next summer. We expect to discuss the project with MaineDOT in the next several weeks and I am hopeful that we might receive a preliminary commitment for funding at some level. The proposed project will require a local cash match of about \$9,100. The LCRPC Board recently voted to support a \$1,000 cash contribution because of the project's regional significance (due to the lack of a quorum, final authorization of the match will need to await the next Board meeting). In addition, the Boothbay Harbor Region Chamber of Commerce has indicated they will provide \$1,000 in cash match and the Lincoln County Commissioners have also authorized a \$1,000 contribution because of the regional significance of the project. We are also in the process of discussing potential contributions with several local businesses and organizations.

This project has the potential to be a game changer for the economy of Boothbay and Boothbay Harbor. With the demise of the Wiscasset Bypass traffic conditions on Route 1 will continue to be a significant consideration when tourists decide where to vacation on the mid-coast. By offering them a convenient and cost-effective alternative to driving to the Boothbay peninsula, we believe that many more tourists will opt for a weekend or a week in your communities.

The project will also benefit local residents because they will be able to travel to Portland, Rockland, Boston and beyond by simply purchasing an on-line ticket that will include a reserved seat on the shuttle to the Wiscasset train station.

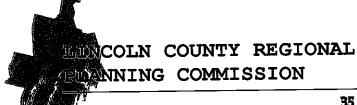
I would like to schedule a meeting with each Select Board in January to discuss the project, answer any questions you may have and request \$2,000 each to help get us closer to reaching our required match. Because of the very tight time-frame, we are not able to solicit funds individually from the many potential business beneficiaries of this project. If it proves to be successful this summer, we will develop a comprehensive fundraising campaign for the summer for 2015.

In our opinion, the shuttle and additional trolley represent a once-in-a-generation opportunity to establish train service as a viable seasonal alternative mode of transportation in Lincoln County and to initiate necessary transit connections for the important tourism sector. We hope you agree and will consider supporting the project with the requested match.

Regards

Robert F. Faunce

Lincoln County Planner



35 Water Street \* PO Box 268 \* Wiscasset, Mame \* 04578-0268

December 20, 2013

Sue Moreau, Manager, Multimodal Planning & Operations Bureau of Planning Maine Department Transportation Statehouse Station 16 Augusta, Maine 04333-0016

Maine Eastern Railroad 2014 Service and Proposal

Hi Sue -

Several weeks ago, Wiscasset Town Manager Laurie Smith and Town Planner Misty Parker met with Herb Thomson, Bruce Van Note, Gerry Audibert and Joel Kittredge to discuss, in part, proposed rail-related improvements along the riverfront. At the meeting Laurie brought up the Maine Eastern Railroad's expanded service in the mid-coast for the summer of 2014, the desire for a shuttle connection to Boothbay Harbor and the need for some financial support from the Department. Reaction from MaineDOT staff at the meeting was enthusiastic and Herb suggested I contact you directly with details of the project and a specific proposal that the Department could consider.

Below is a summary of MERR's 2014 schedule, our proposal for a shuttle connection to Boothbay Harbor and the addition of a second trolley to serve the peninsula, proposed budget and funding request. I could recount to you statistics regarding summertime traffic counts and delays in Wiscasset and Edgecomb, additional traffic problems during Rockland's Lobster and Blues Festivals, MaineDot's investment in and full upgrade to the Rockland line in the last 15 years and the like but I am sure you are well aware of the situation. As you will see below, we have good reason to be excited about MERR's plans for 2014 and we feel it may be represent a game changer for the mid-coast.

## MERR's 2014 Schedule and Promotions

MERR is revising its schedule to run one two-way train a day between Brunswick and Rockland on Fridays, Saturdays and Sundays from July 4 to October 13 as well as some holidays. The *Mid-Coast Limited* will leave Brunswick at 12:50 PM, allowing a direct connection with the Downeaster, which arrives in Brunswick at 12:25 PM. It will return to Brunswick at 5:20 PM, again permitting a direct connection with the Downeaster, which leaves Brunswick at 5:50 PM. This train will stop in Bath and Newcastle. Stops in Wiscasset will be at 1:35 PM and 4:35 PM.

In addition, MERR will run the *Wiscasset Flyer* excursion train on Saturdays. It will leave Wiscasset at 12:00 PM, go to Newcastle and immediately return to Wiscasset at 12:45. It will then do a round trip to Bath, leaving Wiscasset at 2:30 PM and returning at 3:30 PM. Between the two trains, there will be opportunities for travelers to stop in Wiscasset, Bath or Damariscotta for a couple of hours.

Finally, the MERR is planning to run special events trains to Rockland for the seven days of the Rockland Lobster and Blues Festivals. A decade ago this represented a full seven-car train with 350 riders but it has not been run since then. MERR officials anticipate that with some planned promotions and a more convenient mid-morning arrival and late evening departure, the trains will again be fully sold-out.

The MERR and the Downeaster will be cross-promoting their service this summer with flyers, posters, internet promotions and display advertisements at North Station in Boston with the intention of increasing traffic on the Mid-Coast Limited and Wiscasset Flyer.

Based on previous years' track records, MERR is estimating that the Mid-Coast Limited will carry about 5,000 passengers this summer. This does not factor in the potential for significantly increased passenger traffic due to the schedule and promotional tie-ins with the Downeaster. Based on MERR's experience during the last year of full service to the Rockland Blues and Lobster Festivals, these special events trains could serve an additional 2,400 round trip passengers. The Wiscasset Flyer will have capacity for 150 riders but MERR does not have ridership projections for this service.

## **Boothbay Harbor Shuttle**

Town, county and other local representatives have met twice with MERR staff including Chuck Jensen, who is Vice-President and COO of the Morristown and Eire Railway, which operates the current service, to discuss the project as well as a key, but to this point, missing link in this plan — a shuttle connection to the Boothbay peninsula. Boothbay and Boothbay Harbor are the mid-coast's premier hotelier. There are 24 hotels and 18 B&B's with a total of 1,246 rooms, principally in Boothbay Harbor. The communities also have several preeminent visitor destinations including the Coastal Maine Botanical Gardens (nearly 100,000 visitors last year), the Boothbay Railway Museum (30,000 visitors last year), the Maine State Aquarium (35,000 visitors last year) and Boothbay Harbor Country Club not to mention over 50 restaurants, galleries, shops, live performance venues, boating excursions and more.

The MERR is very enthusiastic about connecting with BBH next summer and is willing to promote the service, even to the extent of selling (with the Downeaster) Boston to Boothbay Harbor tickets. In order to make this happen, a shuttle service timed to coincide with train arrivals and departures in Wiscasset of the Mid-Coast Limited and special events trains will be necessary. In order to accommodate the announced schedules for these trains, LCRPC staff has preliminarily determined that the Mid-Coast Limited will require 49 days of shuttle service at 6 hours per day and the special events trains will require 7 days of shuttle service at 6 hours per day for a total of

336 shuttle hours. Based on conversations with two transportation companies that operate in the mid-coast and considering mobilization and de-mobilization time at the beginning and end of the day, the cost of this service would be about \$32,500.

## Transportation Trolley

In addition to the shuttle service, we need to expand the current trolley service to get train riders (as well as get a portion of the thousands of other visitors out of their cars) to the most popular tourist destinations. The existing Rocktide Trolley is operated by one of the local resorts as a public service but it does not venture far outside of the harbor so a second "Transportation" trolley operating on Saturdays, Sundays and designated holidays will be necessary. LCRPC staff has preliminarily determined that this Transportation trolley would operate for 19 days from 9AM to 5PM on weekends in July and August plus the 4<sup>th</sup> of July for a total of 152 hours with an estimated cost of \$13,000.

#### **Funding Request**

The total project budget is \$45,500. We have discussed the project and projected budget internally and we feel confident that we can raise 20% of the total project cost, or \$9,100. Part of this match would come from a surcharge that MERR has agreed to include in the price for tickets purchased for travel to Boothbay Harbor. We respectfully request that the Department consider providing the balance of the budgeted amount, \$36,400, for operation next summer.

### Summary

It is clear to us that the MERR is going all out to determine the viability of passenger rail service in the mid-coast. They have reduced their rates and expanded their service for next summer. If the numbers aren't there for them next summer, however, we fear that they might consider discontinuing the service at the end of its current contract with MDOT. We in Lincoln County feel this may be a once-in-a-generation opportunity to put seasonal passenger rail on a firm footing in the mid-coast and it could depend in large part on whether a seasonal transit connection between Wiscasset and the Boothbay peninsula can be firmed up in the next month or so.

l, as well as representatives of the towns involved, Lincoln County, LCRPC, MERR, the Boothbay Harbor Region Chamber of Commerce and our legislative delegation, will be happy to meet with you to further discuss this project and proposal. Senator Chris Johnson from Somerville fully supports the project and we expect to receive similar endorsements from other members of the Lincoln County delegation shortly.

Sincerely.

Robert F. Faunce

What & Games

Lincoln County Planner

## **PRESS RELEASE**

2014 Passenger Train Schedules, Fares, and Services



October 30, 2013

Press Contact: Rudy Garbely Email: rgarbely@merail.com
Phone: 973-267-4300

## FOR IMMEDIATE RELEASE

The Maine Eastern Railroad released its 2014 passenger schedule, ticket prices, and a summary of services today.

The lengthened 2014 operating season will feature the round-trip excursion service from Brunswick to Rockland that the Maine Eastern has operated for ten years. However, the 2014 season also features a new connection with Amtrak's popular *Downeaster* in Brunswick, a new station stop in Newcastle, and a completely new short scenic ride based in Wiscasset. Ticket prices have been reduced to their lowest point in the past ten years. The www.MaineEasternRailroad.com website has been completely rebuilt to reflect these service changes and to better serve passengers.

The following pages of this press release highlight the changes, services, and features of the 2014 season's operations.

Page 2 - Changes & Highlights

Page 3 - Summary of Train Services

Page 4 - Train Schedules

Page 5 - Ticket Prices

Tickets for the 2014 season will be available online or by phone starting January 1, 2014.

The Maine Eastern Railroad will also be operating a series of special excursions during the off season. The *Toys 'n' Turkeys Train*, organized by Maine Eastern employees as a charity drive, will be collecting toys, food, and other donations at stations along the line on Saturday, November 16<sup>th</sup>. The Rockland Kiwanis Club's *Jingle Bell Express* will operate out of Rockland Station on December 6<sup>th</sup> & 7<sup>th</sup>, and Tri-County Literacy's *Candy Cane Train* will operate out of Bath Station on December 13<sup>th</sup> & 14<sup>th</sup>.

Maine Eastern Railroad representative Rudy Garbely may be reached for comment or questions at rgarbely@merail.com or by phone at 973-267-4300.

# 2014 Passenger Season CHANGES & HIGHLIGHTS



### New Connection with Amtrak Downeaster

Beginning in the 2014 season, the Maine Eastern's *Mid-Coast Limited* excursion service will make both northbound and southbound connections with the Amtrak *Downeaster* at Brunswick Station, allowing passengers from Portland, Boston, and other points south to travel to Rockland by rail via the Maine Eastern Railroad's excursion service.

### **Reduced Ticket Prices**

The 2013 season's ticket prices will be reduced by 10-20% for the 2014 season.

### **New Newcastle Station Stop**

New for the 2014 season is the Maine Eastern's station stop in Newcastle, serving the twin cities of Newcastle and Damariscotta. In cooperation with both towns and Country Coach Charters, shuttle bus service will be available from the station into the downtown areas of Newcastle and Damariscotta.

## Relocated Wiscasset Station Stop

The Wiscasset Station, formerly located at the town's public boat launch and docks, will be relocated north of Route 1 to its historic location along Railroad Avenue. A permanent station platform will be constructed, and the Maine Eastern's vintage caboose (currently stored in Rockland) will be reconfigured as a ticket office and relocated to the Wiscasset waterfront.

### **Expanded Operating Season**

The 2014 season will begin on July 4<sup>th</sup> and continue through October 13<sup>th</sup>, adding almost two months of additional service that were not included in the 2013 season.

#### New Wiscasset Flyer Service

While the Maine Eastern has been operating round-trip excursion service between Brunswick and Rockland for ten years, the 2014 season will feature an additional train operating out of Wiscasset. Called the *Wiscasset Flyer*, this train will operate short 45-minute and 1-hour round-trips to Newcastle and Bath on Saturdays to appeal to tourists who want to see the most scenic parts of the route without riding the whole distance to Rockland.

## New On-Board Food Service & Gift Shop

Beginning in the 2014 season, *The Mid-Coast Limited* round-trip excursion service from Brunswick to Rockland will feature an on-board snack bar and gift shop, selling drinks, snacks, and Maine Eastern souvenirs during the trip.

# 2014 Passenger Season SUMMARY OF TRAIN SERVICES



The Mid-Coast Limited (Round-Trip Excursion Service to Rockland)

The Mid-Coast Limited will operate every Friday, Saturday, & Sunday from July 4th through October 12th. Additionally, this service will operate on Wednesday, July 30th & Thursday, July 31st for the Maine Lobster Festival and also on Monday, October 13th for both Columbus Day and the Damariscotta Pumpkinfest & Regatta.

The Mid-Coast Limited enables a connection with the Amtrak Downeaster in Brunswick station, allowing passengers to take a train from Boston or Portland and then board the Maine Eastern. The round-trip excursion service to Rockland will cater to passengers who would like to use the Maine Eastern for day and weekend trips.

Wiscasset Flyer (Short Round-Trip Excursion Service)

The *Wiscasset Flyer* short round-trip service based in Wiscasset will operate every Saturday from July 5<sup>th</sup> through October 4<sup>th</sup> except for July 12<sup>th</sup> and August 2<sup>nd</sup> (when the Special Events train will be operating instead). Additionally, this service will operate on July 4, July 6, August 31, and September 1.

The Wiscasset Flyer service caters to the tourist day-trip market in the Wiscasset area and Mid-Coast region by offering 45-minute and 1-hour round trips to Newcastle and Bath. The trip to Bath doubles as a connection for *The Mid-Coast Limited*, allowing passengers from Brunswick to experience both Wiscasset and Bath in the same afternoon.

## **Special Events**

Additional round-trip service to Rockland will operate in the mornings and evenings on July 12 & 13 (North Atlantic Blues Festival) and July 30 – August 3 (Maine Lobster Festival).

# 2014 Passenger Season TRAIN SCHEDULES







## OPERATING DATES

Calendars are color-coded per the train colors above.

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## 2014 Passenger Season **TICKET PRICES**



## Adults / Children ages 4-11 (Children ages 3 and under ride free)

## **ONE WAY**

Leaving From:	Brunswick	Bath	Wiscasset	Newcastle	Rockland
To Brunswick		\$12.00 / \$8.00	\$16.00 / \$10.00	\$18.00 / \$11.00	\$24.00 / \$15.00
To Bath	\$12.00 / \$8.00	22-4-77	\$10.00 / \$6.00	\$15.00 / \$9.00	\$20.00 / \$12.00
To Wiscasset	\$16.00 / \$10.00	\$10.00 / \$6.00		\$10.00 / \$6.00	\$18.00 / \$11.00
To Newcastle	\$18.00 / \$11.00	\$15.00 / \$9.00	\$10.00 / \$6.00		\$17.00 / \$10.00
To Rockland	\$24.00 / \$15.00	\$20.00 / \$12.00	\$18.00 / \$11.00	\$17.00 / \$10.00	

## **ROUND TRIP**

Leaving From:	Brunswick	Bath	Wiscasset	Newcastle	Rockland
To Brunswick		\$18.00 / \$11.00	\$22.00 / \$13.00	\$25.00 / \$15.00	\$37.00 / \$22.00
To Bath	\$18.00 / \$11.00		\$15.00 / \$9.00	\$21.00 / \$13.00	\$32.00 / \$19.00
To Wiscasset	\$22.00 / \$13.00	\$15.00 / \$9.00		\$15.00 / \$9.00	\$28.00 / \$17.00
To Newcastle	\$25.00 / \$15.00	\$21.00 / \$13.00	\$15.00 / \$9.00		\$26.00 / \$16.00
To Rockland	\$37.00 / \$22.00	\$32.00 / \$19.00	\$28.00 / \$17.00	\$26.00 / \$16.00	



## IDK Communications

January 10, 2014

Town of Boothbay c/o Richard Perkins, Board of Appeals Chairman Boothbay Town Offices P.O. Box 106 Boothbay, ME 04537-0106

RE: AT&T Application - 839 Ocean Point Road, Boothbay, Maine

Dear Mr. Perkins,

IDK Communications ("IDK") has been tasked with the following scope pertaining to the above referenced subject.

- 1.) Review the technical information and coverage analysis for existing and proposed sites provided by the applicant
- 2.) Review the application and site plans provided by the applicant
- 3.) Perform an independent coverage analysis
- 4.) Provide a written summary report with outputs

Radio Frequency (RF) Coverage Analysis:

When analyzing a site for radio frequency propagation several factors contribute to the overall performance. Of great importance are factors such as height above average terrain, tree density, building density and construction, frequency and equipment performance specifications.

The following paragraphs identify characteristics of each item used in determining overall performance.

## Equipment specifications:

It is important to first determine whether a candidate site is limited by the radio path from the handset in a vehicle or building to the radio base station at the tower or by the radio path from the base station at the tower to the handset in a vehicle. In most cases because of the limited output power of the handset the path from the vehicle or inside a building to the radio base station at the tower is your limiting factor. Once this is known input parameters for both the base station and the handset are used to calculate the overall receive parameter used in the propagation modeling.

## Height above average terrain:

Another important factor in determining a site's viability is how high the antennas will be in relation to the surrounding terrain. In the cellular/PCS world being at a maximum height above the average terrain is not necessarily a good thing since the systems are designed to provide handoffs to adjacent sites. Cellular/PCS carriers will re-use frequencies at different sites so it is important not to create interference with themselves. This philosophy differs from that of older wireless paging systems for example where sites were picked for their greater heights above average terrain. Cellular/PCS sites are picked by how they relate to the area that requires coverage. These areas are where the general population lives and commutes. A site that provides for coverage within a geographical area does not need to be on the highest point for that area but rather an area that provides enough clearance above the average terrain.

#### Tree Density:

Going along with height above average terrain is tree density. This factor is important because where the height of the antennas just clears the overall tree canopy in the surrounding area there may be additional losses associated with foliage. This loss can vary depending on types of trees and the density of the area. These losses are taken into account when determining propagation. It is also important to note that tree losses at the PCS frequencies of 1900 MHz are greater than the cellular frequencies of 800 MHz. AT&T application is for operating in the 1900 MHz frequency range.

### **Building Density and Construction:**

Another factor in the determination of propagation is the building density and construction. Buildings can exhibit different types of losses depending on the construction material. Appropriate RF parameters for building density can be used when modeling coverage for areas such as Boothbay.

Input parameter values are chosen and then used in statistical calculations to determine if a viable signal is available for a particular area. In some cases coverage deficient areas are caused by shadows from particularly high terrain. Elimination of the deficient area may sometimes only be accomplished by increasing antenna height or by selecting an alternative site if the heights become too great.

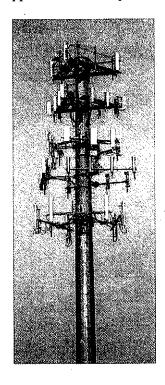
## **Site Configuration Options**

Antenna Support Structures

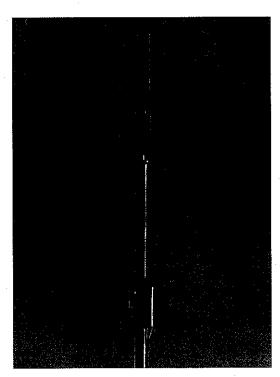
When designing an antenna site there are several options with respect to the structure that supports the antennas. Two of the most basic structures are lattice and monopole towers.

The lattice tower consists of three or four legs with interconnecting braces and is capable of heights in excess of 300 feet. The lattice towers can be either guyed with wires or self-supporting. With structural capacity being equal the self-supporting structures are wider than the guyed counterpart version.

The monopole structures are possible to heights of 190 feet. As their heights increase so does the complexity of the foundations used to support the structure. Antennas can be either mounted on the exterior of the pole with the transmission lines inside the pole or they can be mounted inside the pole with the transmission lines. Mounting the antennas inside the pole creates a more stealth design and they can also be disguised as flagpoles or trees. Doing this however will cause the carriers to take up more vertical space and thus the amount of co-location will decrease. If antennas are mounted outside the pole they can be flush mounted to the exterior of the pole to reduce the visual impact. Doing this would also have the same result as mounting the antennas inside with respect to the co-location opportunities. The pictures below offer two types of antenna installations outside of a monopole.



Non-Flush Mount Install



Flush Mount Install

In the case of Boothbay the applicant is proposing a stealth structure disguised as a tree. This structure may require a little more maintenance than a standard monopole due to the additional material used for branches.

## **Equipment Powering**

Typically a cell/PCS carrier constructs a site with an electrical feed and a backup option in the event of an AC failure. The electrical feed to a site is either supported overhead by utility poles or is trenched underground through conduits.

The backup power option can consist of various options such as a propane or diesel generator, batteries or fuel cells. Out of all these options the generator would be the loudest when activated. Typically for maintenance purposes the generators are run a few times a month.

Sometimes sites are designed to have one backup power option to supply multiple Cell/PCS installations. This eliminates additional equipment on the ground.

## **Coverage Analysis:**

IDK was tasked to validate the radio frequency performance of the AT&T data that was supplied to the Board. AT&T provided proposed and existing system information for its radio sites. The site data together with information from the Town were used in IDK's RF analysis. The output of these analyses is a map or plot that depicts the radio frequency propagation prediction for each site. IDK has presented an analysis using the 1900 MHz frequency band currently used by AT&T.

The sites used by IDK in the analysis are as follows:

- 1.) Existing and planned AT&T radio sites in Boothbay and adjoining towns
- 2.) Alternative Site at Bigelow Laboratory 60 Bigelow Drive
- 3.) Proposed Site at Ocean Point Road

#### Results:

Propagation analysis was performed using the existing and proposed AT&T radio sites. Maps are included at the end of this report that depict the results with the coverage areas in green, red and blue. The green represents in-building coverage, the red represents additional in-vehicle coverage while the blue is the additional on street coverage. Areas with no reliable coverage are depicted in white. The following paragraphs identify each scenario with the associated results:

### FIGURE 1

IDK ran coverage for all existing AT&T sites to determine if a coverage gap existed in the Town of Boothbay. The results show that indeed there exist significant gaps in coverage in the East Boothbay area.

### FIGURE 2

IDK ran a coverage analysis to determine the impact to coverage by adding the proposed site on Ocean Point Road at a height of 120 feet. The site offers coverage to the East Boothbay areas of Ocean Point, Spruce Shores and Linekin.

#### FIGURE 3

IDK next ran a coverage analysis to determine the impact to coverage by using an alternative site at the Bigelow Laboratory on Bigelow Drive in lieu of the proposed location. An antenna height of 120 feet was used. The site does not provide in building coverage to the East Boothbay areas shown in Figure 2; only some in vehicle and on street coverage with some areas still having no coverage.

### **Coverage Summary**

The following summarizes the findings of the coverage scenarios:

- > Today there exist coverage gaps in the Town of Boothbay for AT&T, specifically in the East Boothbay area.
- > The proposed site at Ocean Point Road at 120 feet provides coverage to the East Boothbay area in the coverage gaps.
- > An alternative site at Bigelow Laboratory does not provide the level of coverage to the gap area as the proposed location.

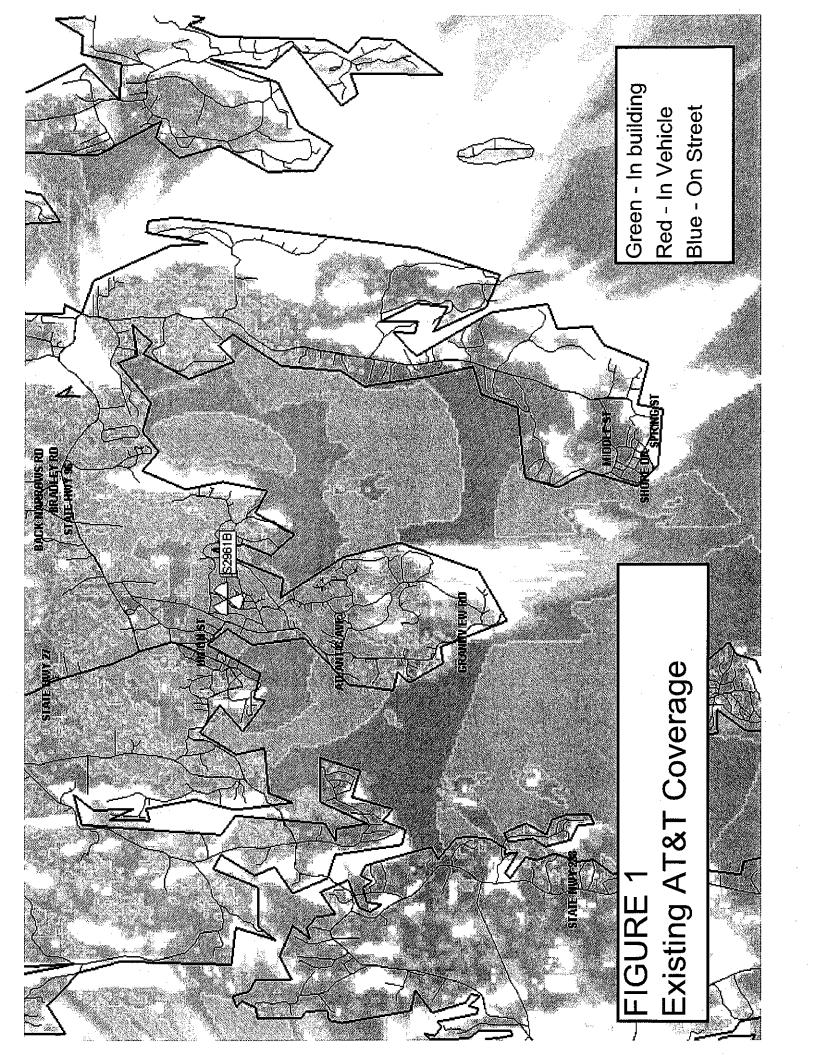
IDK also reviewed the site plans provided by the applicant and offers only the following comment:

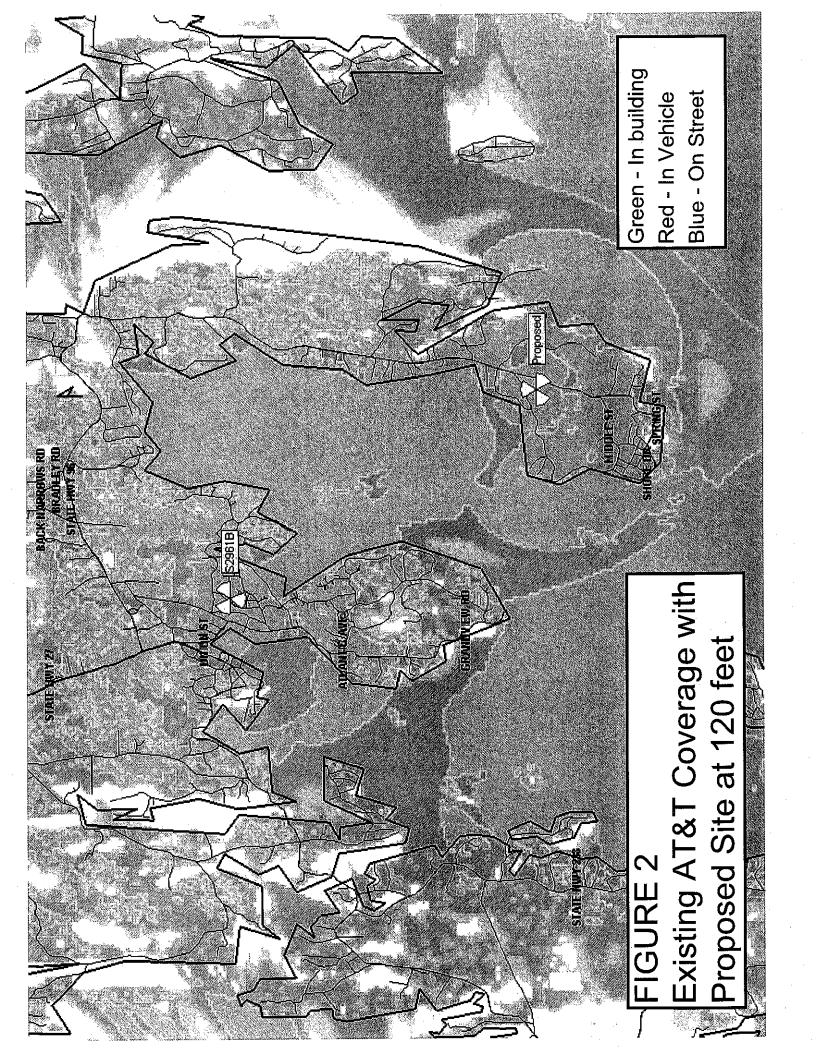
1.) Drawing C-103 identifies a proposed generator pad within the compound. This assumes that a generator will be installed at some point. There is no identification of the location for a fuel supply. IDK suggests that the location be identified on a drawing to insure compliance with codes.

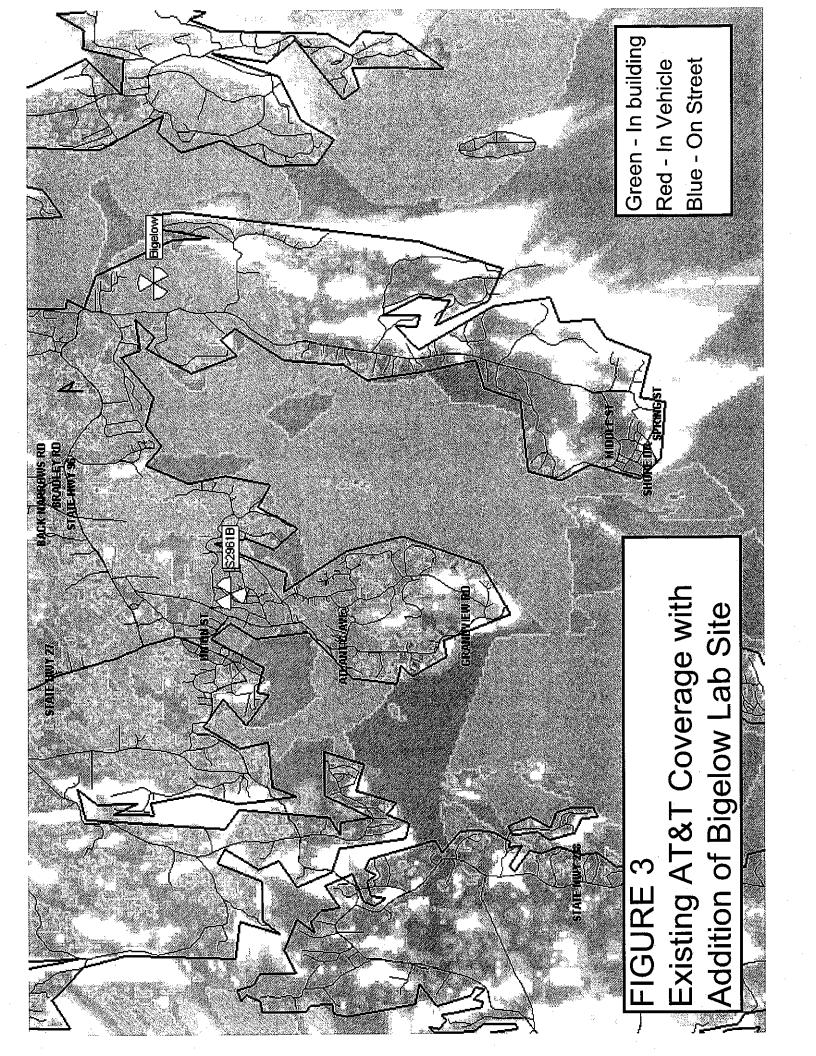
IDK has no other comments regarding the referenced application or drawings and find that standard engineering practice was used in their coverage analysis. If you have any questions please feel free to contact me at (978) 375-7914.

Yours truly,

Ivan Pagacik







### Jim Chaousis

From:

John O'Connell <administrator@lincolncountymaine.me>

Sent:

Thursday, January 16, 2014 10:26 AM

To:

Jim Chaousis

Subject:

**RE: Lincoln County Budget Concerns** 

We are calendar year accounting. New auditor has done the pre audit work so the audit itself should be completed by mid February if all goes well. The Commissioners will work with those numbers going forward but I do not know how quickly they will make their decision.

From: Jim Chaousis [mailto:townmanager@townofboothbay.org]

Sent: Thursday, January 16, 2014 9:38 AM

To: John O'Connell

Subject: RE: Lincoln County Budget Concerns

John,

I'll touch base with the Selectmen and let you know what they want to do. Thank you for clarifying the budget. When will the Commissioners decide on use of surplus in reducing the tax levy?

Thank you.

James D Chaousis II, Town Manager Town of Boothbay 1011 Wiscasset Road PO Box 106 Boothbay, ME 04537 Phone (207)633-2051 Fax (207)633-6620 www.townofboothbay.org townmanager@townofboothbay.org

From: John O'Connell [mailto:administrator@lincolncountymaine.me]

Sent: Wednesday, January 15, 2014 12:40 PM

To: Jim Chaousis

Subject: RE: Lincoln County Budget Concerns

Jim:

Sorry for the delay in responding.

Firstly, we cannot get to your meeting on January 22<sup>nd</sup> and Commissioner Meserve is on vacation the week of February 12. So if February 26<sup>th</sup> works we'd be pleased to attend. If you'd like the Sheriff to attend as well I can check to see whether he is available.

Regarding the numbers and the 5% increase you mentioned. Your 2013 number of \$8,562,737 is the tax levy as you state but that is after surplus has been used to reduce the amount to be raised by taxation. Comparing like with like

would be \$8,924, 103 for 2013 and \$8,995,725 for 2014. And at this point I do not know what surplus may be available to offset 2014 taxes.

I hope that this helps.

Best regards, John

From: Jim Chaousis [mailto:townmanager@townofboothbay.org]

Sent: Tuesday, January 14, 2014 9:50 AM

To: John O'Connell

Subject: RE: Lincoln County Budget Concerns

John.

We left our email conversation in midsentence. Was the information I had correct?

James D Chaousis II, Town Manager Town of Boothbay 1011 Wiscasset Road PO Box 106 Boothbay, ME 04537 Phone (207)633-2051 Fax (207)633-6620 www.townofboothbay.org townmanager@townofboothbay.org

**From:** John O'Connell [mailto:administrator@lincolncountymaine.me]

Sent: Thursday, January 09, 2014 2:02 PM

To: Jim Chaousis

Subject: RE: Lincoln County Budget Concerns

#### Jim:

I have no problem meeting with your Board of Selectmen and I will check Commissioner Meserve's schedule. But where did that 5% increase figure come from? Our 2013 budget is \$8,924,103 and the 2014 just approved is \$8,995,724 which is a 0.8% increase. The tax commitment cannot be calculated until the audit is completed. Then there may be an adjustment if there is surplus used to reduce taxes. Finally, the assessment to the towns is affected by the changes in town valuation relative to the overall county valuations.

John

From: Jim Chaousis [mailto:townmanager@townofboothbay.org]

**Sent:** Thursday, January 09, 2014 11:47 AM **To:** <a href="mailto:administrator@lincolncountymaine.me">administrator@lincolncountymaine.me</a> **Subject:** Lincoln County Budget Concerns

John,

The Boothbay Board of Selectmen met last night for their scheduled meeting. On the agenda was the FY 2015 budget, loss of state revenues, and a report of the Lincoln County budget. As the largest Lincoln County taxpayer, and other pressures, the Selectmen were frustrated with a 5% increase in Lincoln County taxes for 2014. They would like to invite

Commissioner Meserve and yourself to attend the next Selectmen's meeting to have a more intimate discussion about the County tax levy.

I do not have Commissioner Meserve's contact information. Although I could probably get it, I am more comfortable making these arrangements on an administrator to administrator basis. Let the elected officials talk to the elected officials.

The next Selectmen's meeting is January 22<sup>nd</sup>, 2014 at 7 pm at the Town Office. If this date doesn't work for any reason, the Selectmen meet every 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of the month. If you and I make the arrangements, we can manipulate the agenda so the Commissioner and you won't have to sit through an entire agenda.

Thank you.

James D Chaousis II, Town Manager Town of Boothbay 1011 Wiscasset Road PO Box 106 Boothbay, ME 04537 Phone (207)633-2051 Fax (207)633-6620 www.townofboothbay.org townmanager@townofboothbay.org



## \* \*IMMEDIATE RESPONSE REQUESTED\* \*

RE: MDOT Project - LEDGE REMOVAL

January 14, 2014

Town/City:

Boothbay - Edgecomb - Newcastle

Project:

STP-1751(201)

Location:

**River Road** 

To whom it may concern:

The Maine Department of Transportation is planning a Miscellaneous Safety Improvements.

Beginning at Walker Road and extending 7+- miles North(High risk rural roads Ledge removal at several locations.)

Enclosed you will find a location map to further assist you in locating the proposed project.

Please complete and return the brief questionnaire attached to this letter. The information provided at this time will allow our project designers to recognize the presence of existing facilities or plans to install additional facilities within the next five years. Your responses will enable us to better coordinate our work with you throughout this project.

PLEASE NOTE, THAT IF YOU ARE THE POLE OWNER, OR HAVE MAINTENANCE RESPONSIBILITIES ON A JOINT POLE AGREEMENT, PLEASE IDENTIFY ALL OF THE ATTACHING ENTITIES. THIS INFORMATION IS CRITICAL IN IDENTIFYING ANY UTILITIES WHICH MAY NOT HAVE BEEN IDENTIFIED AS PART OF THIS INITIAL PROCESS.

The Work Identification Number (WIN) assigned to this project is 17512.01 and should be used on any future correspondence regarding this project.

This project is scheduled for construction for the summer of "2014". If you have any questions or concerns, Thank you for your cooperation. please feel free to contact me at (207) 446-1194, mike.barden@maine.gov

Sincerely

Mike Barden

**Utility Coordinator** 

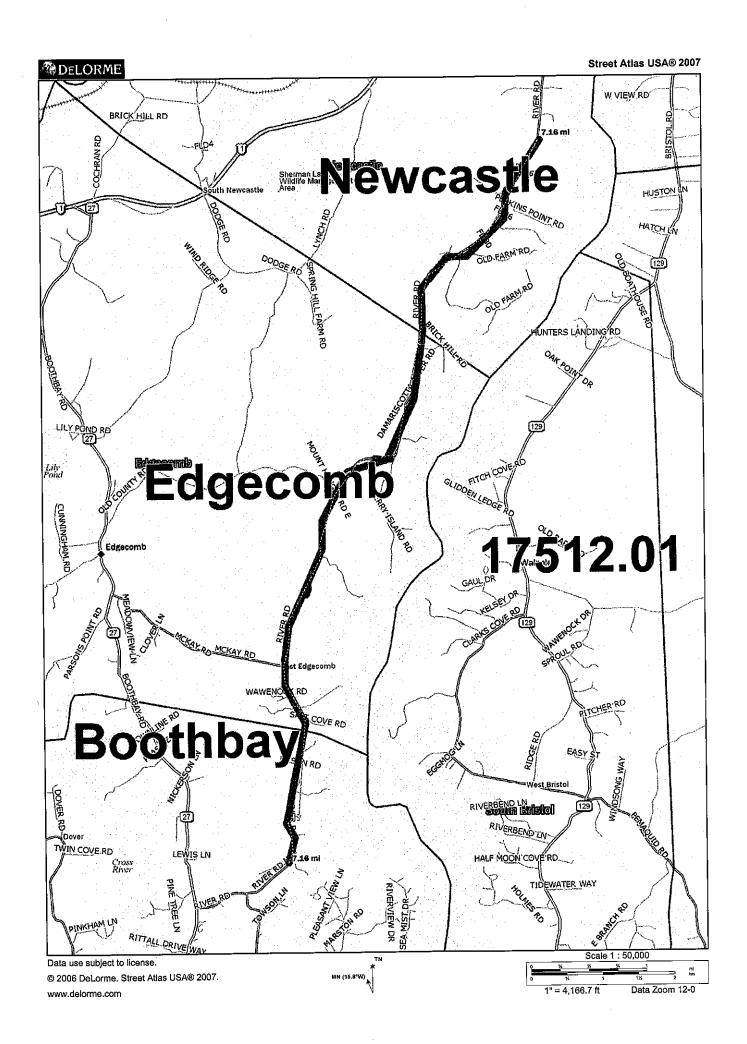
Encl: Questionnaire Response Form

Project Location Map



## \* \*IMMEDIATE RESPONSE REQUESTED\* \*

RE: Maine DOT	- LEDGE REMOVAL	January 14, 2014
Town/City: Project: Location:	Boothbay - Edgecomb - Newcastle STP-1751(201) River Road	
,	linator: Maine DOT, Highway Program – Mike Barden 16 State House Station, Child Street Augusta, Maine 04333 Cell: 446-1194 Fax: 624-3491 E-Mail: mike.barden@maine.gov  the following short questionnaire and fax, e-mail or send via mout electronically in Microsoft Word by using the "TA	
Utility:	Date Form Submitted:	,
•	ou represent presently have facilities within the project limits?	☐ Yes ☑ No
	•	Underground
Local	ilities do you have in the project area?	Aboveground
3. Pole Owner:		
Attachees:		
4. Do you plan on i	nstalling any facilities within the project limits in the next 5 years?	☐ Yes ☑ No
Name: Jan Address: Po Tel: 207- Cell: 207- Fax No: 207 E-mail: fon Name: Mill Address: Po Tel: Zo- Fax No: 20	10 CONSTRUCTION:  LE Alky PWD FORMAN  BOX 106 BOSTALBAY, ME 04537  7-380-7189  7-633-66-20	
E-mail: Due	dicarles D found booklay org	·





# Town of Boothbay Board & Committee Appointment Application

Board or Committee: BAS Budget Committee
Name: David Fraff
Address: 434 Pension Rudge
Email: bb fire 7 @ roadrumer. comphone: 380-6247
Please describe your interest in serving on this board or committee.
- Lot of experience in lineagency services
Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.
FIR Fighho 10 years ambulance, 12 years Police Board of Appens 3 years
Are you aware of any conflicts that may arise, affecting your service on this committee?
Are you aware of the meeting schedule and able to commit to regular attendance? No
After submitting this application for appointment:
<ul> <li>The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.</li> </ul>
<ul> <li>Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.</li> </ul>
<ul> <li>If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.</li> </ul>
Signature: Date:
Please submit to Town Manager, Town of Boothbay, P.O. Box 106, Boothbay, Maine 04537  Or via email: townmanager@townofboothbay.org





# Town of Boothbay Office of the Town Manager James D Chaousis II

## Town of Boothbay Standing Committees Seeking Members

The Town of Boothbay Board of Selectmen is searching for registered voters that are interested in serving on the Board of Appeals, Board of Assessment Review, Port Committee, and as the appointee to the Boothbay Region Ambulance Service. Currently, there are openings on each board. The Town is prepared to equip interested citizens with the proper training to oversee our Town's various boards.

Application forms are available at the Town Office or by email. Simply request an application by emailing the Town Manager, townmanager@townofboothbay.org

These standing committees are crucially important to the Town of Boothbay and can be a very rewarding experience. If you would like to know more about the roles of these committees, the Town Manager is available to explain their various functions.

Direct all correspondence to: Town Manager, Town of Boothbay PO Box 106 1011 Wiscasset Rd Boothbay, ME 04537 (207)633-2051

## NATHANIEL F. LEONARD

8 Yankee Way
E. Boothbay, ME 04544
(207) 633-6411 (Hm) (907) 255-0825 (Cell) E-mail frosty@valdezak.net

#### SKILL SET

- Highly experienced manager with over 27 years in the Maritime Industry
- Excellent trainer with key focus on safe operating practices
- Experienced in conducting business under ISO 9000, 14000, and SQE requirements
- Intimately familiar with ABS, USCG regulations/enforcement and auditing practice
- · Exercises excellent budgetary judgment and management
- Extensive experience in Conventional, Z-Drive and Cycloidal Tug operation and instruction
- · Ability to manage complicated and critical situations
- · Excellent interpersonal and persuasive abilities
- · Ability to think and act in high-pressure situations
- Proven problem solving abilities
- Extensive experience in working with unions and collective bargaining agreements
- · Experienced in the prevention of and response to both large and small oil spills of all types
- Extensive experience in heavy lift cargo movements by barge and remote Alaska operations

Professional Experience:

## BOOTHBAY REGION SCHOOL SYSTEM SUBSTITUTE TEACHER SEPTEMBER 2011-PRESENT

Substitute in first and high school grades primarily in the math, biology, engineering, chemistry and history disciplines.

## LITTLE RIVER MARINE CONSULTANTS PRESIDENT AND CONSULTANT JANUARY 2012-PRESENT

Consultancy: Newfoundland Transshipment Limited, Whiffen Head, NL and CanShip, St. John's NL.Conduct high speed tanker escort maneuver training for Voith tug operators. Bio Architecture Labs Inc. Design and develop a concept and cost model for the harvest and transportation of kelp as a bio fuel for an 8000 hectare aqua farm. Aspects of marine planning in tanker escorting, ship maneuvering, docking, tug design and vessel personnel training at LNG and Petroleum terminals for Energia Costa Azul LNG Import Terminal, Baja California, Mexico, ExxonMobil Golden Pass LNG Terminal, Sabine, Texas, ConocoPhillips Northport Floating LNG terminal, Gulf of Mexico, Alyeska Pipeline Services, Valdez, AK,

## THE GLOSTEN ASSOCIATES SENIOR MARINE CONSULTANT DECEMBER 2010-PRESENT

Gateway Pacific Terminal vessel traffic and risk study analyzing the additional risks associated with a 470 ship increase in traffic in the Straits of Juan De Fuca and Rosario Straits.

Newfoundland Transshipment Limited, Whiffen Head, NL and CanShip, St. John's NL. Write an Emergency Maneuver Manual for Voith high speed tanker escort. Conduct hands on training for the high speed tanker escort system in Placentia Bay, NL

# CROWLEY MARINE SERVICES INC. Director, California Ship Assist Services, 2008–August 2010

Responsible for Crowley's ship assist business in the Ports of San Diego, Long Beach, Los Angles, San Francisco, Oakland up to Martinez. Managed a fleet of eight (8) best available technology tugs, providing world class ship assist and tanker escort services, operating tugs to strict safety, Government, American Waterway Operator, ISO 9000 and 14000/SQE standards and effectively maintaining a favorable profit margin during a poor economic period.

# CROWLEY MARINE SERVICES INC Director, Valdez Operations, 2004–2008

Provided senior leadership and guidance for sole source marine contract to Alyeska Pipeline Services for the safe escort, ship assist and spill response to the owners of the Trans Alaska Pipeline. This position included interface with key federal, state and local politicians as well as regulators and special interest groups. Staff included one hundred eighty union and nine non-union personnel. During my leadership, this business generated gross revenue of \$64 million contributing 25% bottom line return to the corporation. Created a safety program that consistently resulted in OSHA recordable rate of less than 0.75

## CROWLEY ALASKA INC. Manager, Marine Operations, 1998-2004

Developed business line from five (5) conventional assist tugs to five (5) conventional, 7200-hp, six (6) BAT (Best Available Technology) 10,000-hp high speed tanker escort and response tugs and four (4) manned oil spill response barges.

Additionally responsible for developing and conducting the training of the Tug Operators, Marine Pilots and Ship Captains in the art of high speed escort maneuvers. Provided the expert advice for the Federal, State, Citizen's Advisory and Shipper's interests.

Responsible for a profit center with \$64 million in yearly revenue returning 24% to the bottom line.

## CROWLEY MARITIME CORP. Senior Port Captain, 1988-1998

Designed and facilitated 24 BRM (Bridge Resource Management) classes conducted jointly with ARCO Marine and Crowley at MSI (Marine Safety International, San Diego, CA.)

Worked closely with the West Coast Pilots Associations to develop the proper use of Tractor Tug Technology in the Ports of Long Beach, Los Angles, San Francisco and Puget Sound.

Responsible for the operational and budgetary front line management of 179 Crowley vessels, encompassing both the offshore and harbor fleet, in addition to managing vessels contracted to MSC transporting military fuels in the Far East.

CROWLEY MARITIME CORP. Captain, May 1984-July 1988

CROWLEY MARITIME CORP.

Operations Assistant, April 1983-May 1984

Winslow Marine Inc.
Tug operator, Ship Assist and Coastal Towing, May 1975-April 1983

#### **TRAINING AND CERTIFICATES**

- HAZWOPER
- CPR and First Aid
- SeaRiver Maritime, Inc. Tug Emergency Preparedness Training
- Tug use by Pilots (3 days)
- Bridge Resource Management for Ship Captains and Pilots
- Shiphandling with Tractor Tugs (5 days)
- Certified as Instructor, Joint Bridge Team Training for Ships, Tugs and Pilots
- Alaska Specific Joint Bridge Resource Management for Ship Captains and Pilots
- Crowley Maritime Corp. Tank Barge Operations
- ILCI Loss Control Management
- LPS (Loss Prevention System) facilitator
- Frank Lee Management Training
- Zenger Miller Management Training
- Jacksonville University, Certified Managerial Training Program
- Kellogg School of Business, Northwest University Financial Management, Contract Negotiation, Leadership and Ethics in Business
- U.S. Navy Advanced Firefighting and Damage Control
- Shipboard Medicine

#### LICENSES

3<sup>rd</sup> Mate Unlimited (Oceans) Master 500 tons (Oceans) Master Towing Vessels (Oceans)

#### ACTIVITIES

Board of Visitors, Maine Maritime Academy 1998-Present
Member, USCG Auxiliary Flotilla 25 2011-Present
Member, USCG Port Security Committee, Valdez, AK 1998-2008
President, Northwest Towboat Association 1996-1998
Member, Marine Firefighting Workgroup, Seattle WA. 1996-1998
Board of Directors, Providence Medical Center Valdez, AK 2004-2008
Commissioner, Valdez Ports and Harbors Commission Valdez, AK 2006-2008
Voting Member San Diego Harbor Safety Committee 2008-2010
Member, San Francisco Bay Area Safety Committee 2008-2010

#### OTHER ACCOMPLISHMENTS

1999-2001 - Facilitated joint bridge resource management training with ARCO Marine and Crowley Maritime Corp. vessel crews.

Certified Instructor - Bridge Resource Management

Certified Instructor - Voith and Aqua Master propulsion systems.

Certified - USCG Vessel Security Officer

Certified - USCG Facilities Security Officer

Lieutenant, United States Navy (Merchant Marine Reserve) - Retired

#### RECOGNITION

Crowley Maritime Corporation-Award for Outstanding Performance 2004, 2005 & 2006 Dean's List Maine Maritime Academy 1979 - 1983 Commandant's List Maine Maritime Academy 1979 - 1983 Superintendents' List Maine Maritime Academy 1979 - 1983

#### **EDUCATION**

MAINE MARITIME ACADEMY
Bachelor of Science Nautical Science 1983
Study at City University MBA 1998



# Town of Boothbay Board & Committee Appointment Application

Board or Committee: Port Committee
Name: Nathaniel F. Leonard
Address: 8 Yankee Way
Email: frosty@valdezak.netPhone: 633-6411
Please describe your interest in serving on this board or committee.
Extensive experience as Ports and Harbors commissioner & voting member of harbor safety committees of arge ports in Alaska and West Coast. I think that I would bring considerable value to the committee because of my experience and knowledge of the working waterfront in Boothbay and Boothbay Harbor.
·
Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.
Please see resume filed with town manager.
Are you aware of any conflicts that may arise, affecting your service on this committee?
Are you aware of the meeting schedule and able to commit to regular attendance? Yes No
After submitting this application for appointment:
<ul> <li>The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.</li> </ul>
<ul> <li>Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.</li> </ul>
<ul> <li>If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.</li> </ul>
Signature: Nathaniel F. Leonard Date: 11/19/2013
Please submit to Town Manager, Town of Boothbay, P.O. Box 106, Boothbay, Maine 04537  Or via email: townmanager@townofboothbay.org

#### Nathaniel F. Leonard 8 Yankee Way East Boothbay, ME 04544

Certified mail Return reciept requested Email

Mr. James D Chaousis II Town Manager Town of Boothbay 1011 Wiscasset Road PO Box 106 Boothbay, ME 04537 October 25, 2013

Dear Mr. Chaousis,

As you know, recently Lincoln Health's decision to close the emergency room at Andrews Hospital has considerably changed the demands on Boothbay Region Ambulance Service, in turn, significantly increasing the 501(c)(3) subsidy request to the town of Boothbay from \$32,818 (2013) to \$169,045 (2014) with an total increase of \$339,774 for the region.

As this request for taxpayer dollars undoubtedly will increase as time passes, it will be vital to provide transparency to the tax payers by including a qualified individual from the Town of Boothbay in the review of the subsidy request with the BRAS budget committee.

Since this request from BRAS to the Town of Boothbay for this member recommendation has typically been occupied by a standing Selectman, who in turn votes to approve or disapprove the request and submit a warrant for voter approval, it does not allow public participation and input.

In an effort to support the public participation premise and provide outside input, please accept this letter as a formal request by me for nomination as the Town of Boothbay's recommendation to the Budget Committee of Boothbay Region Ambulance Service.

I have included a professional resume for review of my experience in both business including city, educational and hospital boards I have served. In short, I have over a cumulative 35 years' experience in serving on boards and committees and 28 years of experience as a financial manager in a large corporation. I feel that I am adequately qualified to represent the Town of Boothbay and be an asset to the BRAS budget committee.

Best Regards,

Nathaniel F. Leonard

Nathaniel F. Leonard



## Town of Boothbay Board & Committee Appointment Application

Board or Committee: <u>Boothbay Region Ambulance Service</u>
Name: Nathaniel F. Leonard
Address: 8 Yankee Way
Email: frosty@valdezak.netPhone: 633-6411
Please describe your interest in serving on this board or committee.
Extensive experience as a senior level manager in a large corporation and service on the board of directors of Providence Valdez Medical Center with many parallel challenges as BRAS. I would like to assist in providing a level of transparency between the BRAS/Selectmen and taxpayers.
Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.
Please see resume filed with town manager.
Are you aware of any conflicts that may arise, affecting your service on this committee?  No
Are you aware of the meeting schedule and able to commit to regular attendance? Yes No
After submitting this application for appointment:
<ul> <li>The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.</li> </ul>
<ul> <li>Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.</li> </ul>
<ul> <li>If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.</li> </ul>
Signature: Nathaniel F. Leonard Date: 11/19/2013
Please submit to Town Manager, Town of Boothbay, P.O. Box 106, Boothbay, Maine 04537 Or via email: townmanager@townofboothbay.org

## TOWN OF BOOTHBAY POLICY ON ADMINISTRATIVE/APPOINTED BOARDS AND COMMITTEES

#### **Purpose**

The Town of Boothbay benefits greatly from the involvement of citizens on a variety of administrative/appointed boards and committees (hereinafter collectively "appointed boards"). The Board of Selectmen seeks to appoint candidates who have a strong combination of experience, training, commitment and availability to these appointed boards to carry out board duties.

The Board of Selectmen may from time to time establish (or request Town Meeting to establish) a variety of appointed boards to assist it in carrying out the work of the Town. Appointed boards may also be established as allowed by law. Except as otherwise provided by law, this policy applies to appointed boards of the Town or operating on behalf of the Town, including, without limitation, the following:

Board of Appeals
Board of Assessment Review
Boothbay Region Refuse Disposal District Board of Trustees
Planning Board
Port Committee
Shellfish Committee
Administrative Code Review Committee
Boothbay Region Ambulance Service
Ad hoc commitees

#### Eligibility

To apply to serve on an appointed board or on a regional board or committee that includes a representative of the Town, the applicant must be a registered voter of the Town and, if appointed, continue to be a registered voter of the Town while serving on the board or committee. The Board of Selectmen may establish additional eligibility criteria, provided that any such criteria are related to the purpose of the appointed board. The Board of Selectmen can waive the registered voter requirement in circumstances that require regional consideration or technical expertise after discussion and unanimous consent.

Full-time employees of the Town are not eligible for appointment to a Town appointed board but are eligible for appointment to a regional board or committee that includes a representative of the Town. Employees of a regional board or committee that includes a representative of the Town are not eligible to serve on that regional board or committee but are eligible for appointment to a Town

appointed board. The Board of Selectmen can waive the full-time prohibition in circumstances that require specific consideration or technical expertise after discussion and unanimous consent.

Citizens may not serve on more than one of the following standing boards or any combination these appointed boards at a time: Board of Appeals, Board of Assessment Review, Boothbay Region Refuse Disposal District Board of Trustees or Planning Board, Port Committee and Shellfish Committee Boothbay Region Ambulance Service Board of Trustees.

A spouse, sibling, child, or parent of a current member of an appointed board may not serve on the same board as the current appointed member at the same time.

#### Vacancy

When the Chairperson of an appointed board becomes aware of a vacancy, the Chairperson shall inform his/her own appointed board and the Board of Selectmen.

As vacancies occur, they will be advertised in a local newspaper of general circulation in the Town for two (2) consecutive weeks. The advertisement shall identify the vacant position, inform interested applicants how to apply for the position and specify the application deadline.

#### **Application Process**

Applicants wishing to serve on an appointed board must submit a letter to the Town Manager indicating their interest in the vacant position. The Board, at its discretion, may conduct a public interview of the candidate prior to appointment.

#### **Appointment Process**

By the end of April of each year, the Board of Selectmen shall request members of each appointed board whose terms are about to expire to indicate in writing whether they wish to seek reappointment. The Board of Selectmen shall conduct the application process and appoint members to fill any such vacancies at one of its regularly scheduled meetings held no later than June 30 of each year. The Chairperson of the appointed board shall be invited to participate in any interviews. Reappointments are at the discretion of the Board of sSelectmen. After positions are filled, the Board of Selectmen shall notify the Chairperson of the appointed board and all unsuccessful applicants both for reappointment and for new appointment(s).

#### Removal from a Position on an Appointed Board

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A member of an appointed board may only be removed by the Board of Selectmen as provided by law.

#### Attendance Requirements for Service on an Appointed Board

Except as otherwise provided by law, failure to attend 75% of all regularly scheduled meetings of an appointed board in a calendar year or failure to attend three consecutive regularly scheduled meetings of the appointed board shall constitute cause for removal. The Chairperson of the appointed board shall notify the Board of Selectmen if a member fails to meet the attendance requirements, and the Board of Selectmen shall institute the removal process as provided herein. Removal for failure to meet the attendance requirements may be waived by the Board of Selectmen for good cause shown.

#### **Appointed Board Officers**

Each appointed board of the Town shall hold an annual election of officers to appoint a Chairperson, Vice Chairperson and Recording Secretary at the first meeting following the conclusion of the annual appointment process by the Board of Selectmen.

#### Recognition

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The Board of Selectmen wish to recognize continued dedication to the town. Any appointed official that dedicates ten years of service to the Town of Boothbay will be formally recognized.





#### **PROPOSAL**

### for Educational Seminar and Public Technical Assistance Workshop on Tax Incremental Financing Mechanisms

#### Goal:

To hold an educational workshop on the Tax Incremental Financing tool for the Town of Boothbay and surrounding communities and to engage the community on project priorities for TIF revenues.

#### **Details:**

GrowSmart Maine (GSM) and Friends of Midcoast Maine (FMM) are non-profit organizations with over 20 years combined experience in planning, smart growth, and community engagement and policy work.

GSM and FMM jointly propose to hold a 2 ½- 3 hour public community workshop on Tax Increment Financing so as to provide statutory and educational materials and case studies about what a TIF is and is not, to answer technical questions and to conduct a public workshop to gather the Boothbay voter's input on how the Boothbay TIF revenues, if approved by voters, should be prioritized.

#### Workshop Responsibilities:

GrowSmart Maine and Friends of Midcoast Maine agree to:

- Develop the workshop agenda to include
  - o professionals speaking on the nuts and bolts of a TIF, the enabling legislation, the costs and benefits to a community;
  - o guest speakers from other communities who have successful TIFs
  - o information from other communities with TIFs
  - o questions and answer period
  - a public process to brainstorm, discuss and prioritize the projects for which the TIF tax revenues may be spent as revenues are realized.
- Develop an invitation and save the date flyer (electronically) for the town to disseminate to the community, region and the press.
- Circulate flyer electronically via GSM and FMM websites and electronic media, targeting peninsula communities specifically.

- Attend and conduct the workshop
- Provide workshop materials including flip charts, markers and projector.
- Provide follow-up materials to the community on the community's project preferences in a final electronic report.
- Provide a follow-up presentation to the Boothbay Select Board on the process and the results of the workshop (if desired).

#### The Town of Boothbay agrees to:

- Identify and reserve a meeting space for 50-100 participants including speaker space, microphone (if needed), screen, wall space for dot voting and flip chart space and round tables for small group work.
- Publicize the workshop through the newspaper, electronic media and other regular methods of communication including e-mail, list serves, town website and FaceBook page.
- Provide workshop refreshments, depending on the workshop time of day, including coffee, non-caffeinated beverage and cookies/muffins/light breakfast items, and/or beverages and cheese, crackers and fruit for attendees.

#### Time:

The workshop will require a 2 ½ - 3 hour session. The final date will be decided by February 1, 2014. Possible dates are:

- Thursday, February 27 at 6 p.m. 9 p.m.
- Saturday, March 1 at 9 am 12 noon
- Monday, March 3 at 6 p.m.- 9 p.m.

#### **Tentative Agenda:**

The agenda is tentatively planned; details to be developed:

- I. Registration and coffee
- II. Introductions
- III. Presentation by panelists on TIFs
  - a. Consultant Nuts and Bolts
  - b. Community Presentation(s)
  - c. Review of other community TIFs
  - d. Question and Answers
- IV. Brief refreshment break
- V. Community workshop on projects for TIF revenues
  - a. Brainstorm possible projects
  - b. Discussion of projects advantages and disadvantages
  - c. Dot voting on project priorities
  - d. Summary
- VI. Summary of Workshop and Next Steps
- VII. Adjourn

The cost of preparation, presentation and follow up for this workshop will be \$2500.

The Town of Boothbay will be invoiced by GrowSmart Maine who will serve as project manager.

Expected costs are Friends of Midcoast Maine at \$1000, GrowSmart Maine at \$1000, participating consultant stipends and expenses at \$500.

Costs for food, room reservation, advertising and any other expense associated with these items will be paid by the Town.

This agreement is made by the following parties on \_\_\_\_\_\_\_, 2014

Nancy E Smith, Executive Director

**GrowSmart Maine Executive Director** 

Jane B Lafleur, Executive Director Friends of Midcoast Maine

Jane B. Lylun

James Chaousis, Town Manager Boothbay, Maine

#### OFFICE OF

#### LINCOLN COUNTY COMMISSIONERS

32 High Street • P.O. Box 249 Wiscasset, Maine 04578

INCORPORATED 1760

COMMISSIONERS OFFICE (207) 882-6311

Fax (207) 882-4320

WWW.LINCOLNCOUNTYMAINE.ME



DISTRICT ONE HAMILTON W. MESERVE SOUTHPORT, MAINE

DISTRICT TWO
WILLIAM B. BLODGETT
WALDOBORO, MAINE

DISTRICT THREE
MARY R. TRESCOT
DAMARISCOTTA, MAINE

January 7, 2014

Town of Boothbay Board of Selectmen PO Box 106 Boothbay, Maine 04537

RE:

Animal Control Officers

Dear Selectmen,

Lincoln County has met with a number of municipal representatives regularly over the past year discussing the challenges many towns face in providing animal control services to their citizens.

The meetings were hosted by the County and attended by County Commissioners, Selectmen, Town Managers, State Dept. of Agriculture representatives, the Sheriff, and several local animal control officers (ACOs). Essentially the group examined all aspects of ACO services, the difficulties many Towns face in providing these services consistently, and what role, if any, the County could play to assist the Towns with this service.

The meetings resulted in the concept of a partnership between the County and any Town who wishes to participate in which the County, utilizing existing Town ACOs, would provide animal control services. The concept is a simple one in that; the local ACO's continue to provide coverage in their respective towns, the Towns agree to share ACOs using an "on-call" system, and the County agrees to manage the process. The goal is to share manpower resources and equipment creating efficiencies while at the same time increasing the level of training and reducing liability exposure through standardized ACO practices and policies.

If your Town has any interest in learning more about partnering for ACO services please let us know. We welcome the opportunity to meet with you to share more detailed information and the draft contract, and answer any questions you may have. Please contact John O'Connell at 882-6311 or via email at <a href="mailto:administrator@lincolncountymaine.me">administrator@lincolncountymaine.me</a> to schedule a time that is convenient for us to meet with you.

We are pleased to be able to offer this service to you as part of our continuing effort to provide a broader range of services that are of assistance to the Towns of Lincoln County.

Sincerely.

William Blodgett, Chair Board of Commissioners Todd Brackett, Sheriff

# AGREEMENT BETWEEN LINCOLN COUNTY AND THE TOWN OF \_\_\_\_\_

# "ANIMAL CONTROL SERVICES" (ACO Contract)

State of Maine (hereinafter referred as "the Town").	body politic and corporate and having a	by and between the COUNTY OF ncoln County")and the TOWN OF, a place of business in the County of Lincoln and e Town").
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### 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 per	iod of
	and terminating	_unless this Agreem	
earlier terminated as set forth in Section	on 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 and may refer the disputed matter to an arbitration panel. 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. A written demand for arbitration shall also be set forth the name of the complaining party's representative to the arbitration panel, as defined below.

46

- (B) The arbitration panel shall consist of the following members:
  - a representative of the Town appointed by the Selectmen;
  - a representative of Lincoln County appointed by the County Commissioners; and
  - a third member to be selected by the two members previously selected;

except that, if the representative of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

(C) Once a party has sent the other party a written demand for arbitration, the other party must appoint its representative within Twenty (20) days of the receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.

- (D) The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph (B) above.
- (E) The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel 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 arbitrators shall be final and conclusive between the parties.

#### 14. TERMINATION

- (A) This Agreement shall expire on \_\_\_\_\_ 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 \_\_\_\_\_\_ 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.

and attested by the Clerk of said Board, all as of the day and year mist 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** 

DATE:

BY:

ATTEST:

COUNTY ADMINISTRATOR, DEPUTY