

Town of Waldoboro, Maine
Select Board Meeting
Municipal Building – 1600 Atlantic Highway
Tuesday February 13, 2024

1. Call to Order

Select Board Chairman Abden Simmons called the meeting to order at 6:00 p.m. Select Board members present were Michael Thayer, John Blodgett, Robert Butler, and Will Pratt. A quorum was present throughout. Town Manager Julie Keizer, Planning and Development Director Max Johnstone, Public Works Director John Daigle, Residents Bill Maxwell, Patti Kristiansen, Karen Mack, Kay Whitner, Ben Vail, Waterville resident Harbor Mitchell, and Molly Rain from the LCN were also present.

2. Pledge of Allegiance

3. Presentations

4. Public Hearings – None

5. Adjustments to the Agenda –

On the motion of Butler/Blodgett, the Select Board voted unanimously to the following adjustments:

Move 10.3, 10.4 & 11.2 to 10.1. 10.2 & 10.3 respectively

New Business Add 10.5 HVAC conversation.

13.1 Add Executive Session to end of meeting

6. Citizen Comments –

Resident Bill Maxwell stated that the time capsule from AD Gray has been recovered by the VOA. This was created in 1935 and will be opened on Waldoboro Day in June.

Resident Kay Whitner complimented the Public Works Department and their job plowing snow.

7. Select Board Comments

Blodgett attended the 2nd meeting of the Waldoboro Day planning Committee and noted Erica St. Peter is the chair and has some great ideas. Waldoboro Day is planned for June 15th, and volunteers are still needed. Next meeting is March 4. Blodgett reminded residents that the RSU #40 School Board and Facilities meetings are Thursday starting at 4 pm located at Central Office in Union and encouraged people to attend. They are discussing funding for the needed repairs in the district.

Butler noted that the building on the corner of Jefferson and Main has been vacant for a long time and requested the CEO to stop and look at the building.

8. Town Manager's Report –

Keizer informed the Select Board that AD Gray is officially owned by the VOA. It has been 6 years, 8 months, and 28 days since she started working on the project. Keizer is working on the first draft of the upcoming budget and the books will be ready on time. An RSU #40 link has been created on the Waldoboro Town website. An invitation from RSU #40 to discuss the homeless student issue has been received and members of the Select Board are also invited to attend. Keizer has reached out to DOT regarding the bridge on Rt 1. The bridge was inspected during the last flood event, and they are aware of the crack.

9. Consent Calendar

On the motion of Blodgett/Thayer, the Select Board voted unanimously to approve the consent calendar.

9.1. Approve Meeting Minutes: January 23, 2024

9.2. Financial Warrants & Reports:

9.2.1 Warrants - #30, #31

9.2.2 Waldoboro HRA Operating Warrant – None

9.2.3 Waldoboro Water Department Operating Warrant – None

9.2.4 Revenue and Expense Report – None

9.2.5 Disposition of Records – None

9.2.6 Disposition of Records – None

9.3. Correspondence – None

9.4. Quitclaim Deed(s)/Discharge(s): None

10. New Business –

10.1 Community Center Discussion

Planning and Development Director Max Johnstone discussed a proposed community center. Maine Health has donated a portion of land to the town located on 126 Depot Street and there are several parties interested in being a part of that plan. Keizer stated that the town has received a grant in the amount of 1 million to be used for infrastructure and site work. Keizer also noted that open transparent discussions will be had with the public and potentially a vote at the polls in November.

10.2 Maine Outdoor Heritage Fund

Johnstone requested permissions to apply for Maine Outdoor Heritage Fund in the amount of \$16,300 and using \$700 from the TIFF to be used for a capacity study. After much discussion and on the motion of Blodgett/Butler, the Select Board voted unanimously to apply for the Maine Outdoor Heritage Fund.

10.3 Hoffses House RFP

Johnstone updated the Select Board on the status of the RFP regarding the Hoffses House. One official response was received from Ford Enterprises in the amount of \$58,400 which does not include abatement which they indicated they would like the town to cover. An additional letter was received to potentially rehabilitate the home and develop a long-term plan that would be included with the future Sylvania park plans. This would also require an abatement by the Town. Butler and Thayer will meet with the benefactor along with Keizer and Johnstone regarding the proposal. Keizer stated that it will be discussed with the Sylvania Committee at their next meeting.

10.4 Annual DMR retention letter for Town's rights to River Herring

On the motion of Butler/Blodgett, the Select Board voted unanimously to approve the Town Manager to sign the Annual DMR retention letter for River Herring.

10.5 Pay as you Throw Discussion

Butler suggested the pay as you throw bags for the transfer station issue be revisited.

John Daigle noted that the transfer station budget is currently 1 million dollars and with pay as you throw bags it would reduce the budget. On the motion of Blodgett/Pratt, the Select Board voted unanimously to request the transfer station to pursue the data necessary to the Town on pay as you throw program.

10.6 HVAC discussion

Blodgett reviewed the audit received from certified energy auditor John Monahan regarding the HVAC for the municipal building. Monahan recommended water heat pumps for the office end of the building and get rid of the existing oil-fired water heater among other suggestions. After much discussion relating to the fire department ceiling, addressing heat loss, and AC on the office end of the building it was decided to return to the next meeting to discuss priorities and RFP request discussed.

11. Old Business

11.1 Archeology Committee Discussion

Butler continued the discussion from the previous meeting regarding the formation of an Archeology Committee VS a Town ordinance. The overall goal of the committee will be to raise awareness of archeology in the Town of Waldoboro and work with homeowners who wish to pursue it. The discussion included how many members would be included on the committee and the by-laws. On the motion of Blodgett/Butler, the Select Board voted 4-1 in favor of the creation of an Archeological Origins Committee to include no more than 9 members with the purpose of promoting archeology in the Town of Waldoboro.

11.2 Maine Municipal Bond Bank

Keizer shared the news that the Maine Municipal Bond for the Public Works building in the amount of \$850,000 has been paid off. Keizer thanked the public works department for plowing the opposite side of Main Street after the last snowstorm. It has not been done in the past and residents have noticed. Thank you!

12. Agenda items for next meeting

HVAC priority discussion

13. Adjourn as Select Board –

On the motion of Butler/Thayer, the Select Board voted unanimously to adjourn at 7:39 p.m. and enter Executive Session pursuant to M.R.S.A. § 405 (6)(e) with no action being taken.

Select Board

Town of Waldoboro, Maine

Abden Simmons, Chair

John Blodgett, Vice Chair

Michael Thayer

Robert Butler

William Pratt



Maine has many of the ingredients needed to support an active and vibrant food and farming system – abundant water, high quality agricultural land and soils, a moderate growing season, convenient access to markets, established and beginning farmers, and communities that value local food. Towns have an important role to play in ensuring Maine realizes this potential.

Maine Farmland Trust offers free municipal technical assistance and outreach on a variety of local policy tools and planning strategies that can help towns support farms and farmland protection efforts in their communities.

This outreach and assistance could include collaborating with municipalities on:

Engaging Farmers and Building the Case for Supporting Local Agriculture

- Administering farmer and farmland owner surveys
- Forming a local agricultural commission or working group
- Providing presentations and informational resources on why and how to support local agriculture to town boards and committees and the broader public

Prioritizing Agricultural Goals and Strategies in Local Planning Initiatives

- Establishing the needs, issues and threats relating to agriculture and farmland protection
- Integrating agricultural policy goals and strategies into comprehensive plans, open space plans, climate action plans, and broadband expansion plans
- Helping ensure that local or regional planning initiatives consider the full range of farm business, land use, and land stewardship needs

MFT outreach and TA services continued on reverse



Municipal Outreach & Technical Assistance

MFT outreach and TA services continued

Protecting Working Agricultural Lands and Expanding Farmland Access

- Identifying local ordinance strategies that limit the impact of non-agricultural development on important farm soils and working agricultural land
- Crafting solar ordinances that support solar energy development while protecting farmland and the agricultural use of land
- Assisting with the creation of a municipal farmland leasing program
- Supporting a local or regional farm and farmland inventory

Supporting Viable and Resilient Farms

- Developing a Voluntary Municipal Farm Support Program
- Raising awareness about the Farmland Current Use Tax program
- Identifying local ordinance strategies that provide farmers with needed flexibility to grow and diversify their businesses and operations and meet their land stewardship goals



For more information, contact Municipal Policy Associate
Thacher Carter at tcarter@mainefarmlandtrust.org



Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00070 ATLANTIC PARTNERS EMS INC						
0779	36507	02	SB ACLS CLASS	21324		
SB ACLS CLASS			E 300-20-70		280.00	0.00
			EMERG MED - Operating Ex / Training			
Vendor Total-					280.00	
01017 AVESTA WALDOBORO WOODS LLC						
0779	36505	02	SG RENT APT 7	FEB 2024		
SG RENT APT 7			E 600-80-75		300.00	0.00
			GENL ASSIST - GA Services / Rental			
Vendor Total-					300.00	
01699 CARDMEMBER SERVICE						
0779	999999	02		ACCT ENDS 5258		
1 MO WEBSITE SECURITY			E 100-60-20		21.99	0.00
			SELECTBOARD - Equip R&M / Equip Rental			
ADOBE			E 100-20-65		19.99	0.00
			SELECTBOARD - Operating Ex / Supplies			
ADOBE			E 100-20-65		19.99	0.00
			SELECTBOARD - Operating Ex / Supplies			
BOTTLED WATER			E 200-20-65		58.25	0.00
			FINANCE - Operating Ex / Supplies			
BOTTLED WATER			E 300-20-65		58.24	0.00
			EMERG MED - Operating Ex / Supplies			
ADOBE			E 340-20-65		19.99	0.00
			POLICE - Operating Ex / Supplies			
FINANCE CHARGES			E 200-20-65		12.03	0.00
			FINANCE - Operating Ex / Supplies			
Vendor Total-					210.48	
00212 CENTRAL MAINE POWER COMPANY						
0779	999999	02	0 KWH	35016363166		
0 UPWELLER			E 350-85-10		63.52	0.00
			SHELLFISH - Other Expens / Conserv Prog			
Vendor Total-					63.52	
00252 COLONIAL SUPPLEMENTAL INS						
0779	999999	02	DAIGLE/JOHN R	93147410301339		
DAIGLE/JOHN R			G 10-2024-00		12.50	0.00
			GENERAL FUND / GROUP INS			
Vendor Total-					12.50	
00365 CONSOLIDATED COMMUNICATIONS INC						
0779	36508	02	3 COPPER EMERGENCY LINES	2078325369606		
2078325369 35%			E 250-50-40		131.16	0.00
			MUN BUILDING - Utilities / Phone/WIFI			
2078325369 20%			E 300-50-40		74.95	0.00
			EMERG MED - Utilities / Phone/WIFI			
2078325369 10%			E 320-50-40		37.47	0.00
			FIRE - Utilities / Phone/WIFI			
2078325369 35%			E 340-50-40		131.15	0.00
			POLICE - Utilities / Phone/WIFI			
2078324255			E 500-50-40		27.50	0.00
			PUBLIC WORKS - Utilities / Phone/WIFI			
2078327850			E 940-50-40		27.50	0.00
			TRANSFER STA - Utilities / Phone/WIFI			
Vendor Total-					429.73	
01738 COPELAND'S GARAGE						
0779	36509	02		340122009		
CSI STEC TRAILER			E 940-60-70		65.00	0.00

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
			TRANSFER STA - Equip R&M / Vehicle Main			
BRAKES,LIGHTS STEC TRLR			E 940-60-70		5,512.05	0.00
			TRANSFER STA - Equip R&M / Vehicle Main			
Vendor Total-					5,577.05	
01764 DOMAIN LISTINGS						
0779	36510	02	ANN WEBSITE FEE	DL-7209-1199		
ANN WEBSITE FEE			E 100-60-20		288.00	0.00
			SELECTBOARD - Equip R&M / Equip Rental			
Vendor Total-					288.00	
00437 GORDON LIBBY FOREST PRODUCTS, INC						
0779	36511	02		49601		
3 TRIPS @ 491.31/EA			E 940-85-60		1,473.93	0.00
			TRANSFER STA - Other Expens / Trans Servic			
DEMO TO WM @ 491.31/EA			E 940-85-54		491.31	0.00
			TRANSFER STA - Other Expens / OBW,Tires			
WEEKLY CAN RENTAL			E 940-85-54		35.00	0.00
			TRANSFER STA - Other Expens / OBW,Tires			
5.51-5.75			E 940-85-60		40.00	0.00
			TRANSFER STA - Other Expens / Trans Servic			
Invoice Total-					2,040.24	
0779	36511	02		49594		
3 TRIPS @ 491.31/EA			E 940-85-60		1,473.93	0.00
			TRANSFER STA - Other Expens / Trans Servic			
DEMO TO WM @ 491.31/EA			E 940-85-54		491.31	0.00
			TRANSFER STA - Other Expens / OBW,Tires			
WEEKLY CAN RENTAL			E 940-85-54		35.00	0.00
			TRANSFER STA - Other Expens / OBW,Tires			
5.51-5.75			E 940-85-60		40.00	0.00
			TRANSFER STA - Other Expens / Trans Servic			
Invoice Total-					2,040.24	
Vendor Total-					4,080.48	
01725 GROSS, MICHELLE E						
0779	36512	02		FEB 2024		
CLEANING 21%			E 250-40-90		313.20	0.00
			MUN BUILDING - Professional / Other			
CLEANING 40%			E 300-40-90		586.35	0.00
			EMERG MED - Professional / Other			
CLEANING 14%			E 320-40-90		215.85	0.00
			FIRE - Professional / Other			
CLEANING 25%			E 340-63-10		384.60	0.00
			POLICE - Building & G / Bldg Maint			
Vendor Total-					1,500.00	
00643 LINCOLN COUNTY (ACO)						
0779	36513	02		JAN 2024		
ACO SERVICES			E 360-85-65		1,321.87	0.00
			ANIMAL CONTR - Other Expens / Vet Services			
Vendor Total-					1,321.87	
01754 LINCOLNVILLE COMM INC						
0779	36514	02		497		
BLDG 30%			E 250-50-40		333.59	0.00
			MUN BUILDING - Utilities / Phone/WIFI			
EMS 20%			E 300-50-40		190.62	0.00
			EMERG MED - Utilities / Phone/WIFI			
FIRE 10%			E 320-50-40		95.32	0.00
			FIRE - Utilities / Phone/WIFI			

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
PD 35%			E 340-50-40		333.59	0.00
			POLICE - Utilities / Phone/WIFI			
			Vendor Total-		953.12	
00671 MAINE AIR POWER INC						
0779	36515	02	COMPRESSOR MTCE FD	0002622-IN		
COMPRESSOR MTCE FD			E 320-60-30		842.98	0.00
			FIRE - Equip R&M / Equip Maint			
			Vendor Total-		842.98	
00705 MAINE MUNICIPAL EMPLOYEES						
0779	36516	02		MHT15160 MARCH		
EMPLOYEE IPP			G 10-2025-00		1,447.84	0.00
			GENERAL FUND / SHORT TERM D			
EMPLOYEE HEALTH			G 10-2033-00		4,740.20	0.00
			GENERAL FUND / HEALTH INS E			
EMPLOYEE VOL LIFE			G 10-2034-00		35.10	0.00
			GENERAL FUND / VOLUN LIFE			
EMPLOYEE VOL VISION			G 10-2035-00		202.99	0.00
			GENERAL FUND / VOLUN VISION			
EMPLOYEE DENTAL			G 10-2038-00		1,299.51	0.00
			GENERAL FUND / DENTAL INS			
EMPLOYER HEALTH			E 120-15-40		1,817.03	0.00
			TOWN MGR - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 150-15-40		1,015.49	0.00
			ASSESSMENT - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 200-15-40		2,853.41	0.00
			FINANCE - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 205-15-40		2,088.54	0.00
			TOWN CLERK - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 300-15-40		17,911.23	0.00
			EMERG MED - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 340-15-40		9,551.97	0.00
			POLICE - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 350-15-40		710.10	0.00
			SHELLFISH - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 500-15-40		15,136.27	0.00
			PUBLIC WORKS - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 620-15-40		1,560.76	0.00
			RECREATION - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 700-15-40		2,088.54	0.00
			PLAN & DEV - Emp Benefits / Health Ins			
EMPLOYER HEALTH			E 940-15-40		6,654.55	0.00
			TRANSFER STA - Emp Benefits / Health Ins			
			Vendor Total-		69,113.53	
00711 MAINE PRINTING & EMBROIDERY						
0779	36517	02	BBALL SHIRTS	33972		
BBALL SHIRTS			E 621-20-65		482.67	0.00
			RECREATION - Operating Ex / Supplies			
			Vendor Total-		482.67	
00731 MAINE WATER						
0779	999999	02		3000405101		
FIRE HYDRANTS			E 400-85-50		7,208.00	0.00
			FIRE HYDRANT - Other Expens / Tipping Fees			
			Invoice Total-		7,208.00	
0779	999999	02		ADG		
CF			E 920-92-06		120.02	0.00
			CAP IMPROVMN - Capital Res / AD Gray Bldg			

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Invoice Total-					120.02	
Vendor Total-					7,328.02	
02050 MUNICIPAL WASTE SOLUTIONS MWS						
0779	36518	02	78.88T @ 85.28/T	021024-63		
78.88T @ 85.28/T			E 940-85-50		6,726.89	0.00
			TRANSFER STA - Other Expens / Tipping Fees			
Vendor Total-					6,726.89	
01473 POWER PLAN (NORTRAX INC.)						
0779	36519	02	EXCAVATOR FILTERS	10363054		
EXCAVATOR FILTERS			E 500-60-70		769.32	0.00
			PUBLIC WORKS - Equip R&M / Vehicle Main			
Vendor Total-					769.32	
01009 RADIO COMMUNICATION MGMT INC						
0779	36520	02	KW6 POCKET INSERT	99168		
KW6 POCKET INSERT			E 320-60-50		72.00	0.00
			FIRE - Equip R&M / Radio Maint			
Invoice Total-					72.00	
0779	36520	02	RADIO PROGRAMMING	99210		
RADIO PROGRAMMING			E 340-60-50		690.00	0.00
			POLICE - Equip R&M / Radio Maint			
Invoice Total-					690.00	
Vendor Total-					762.00	
01102 SECRETARY OF STATE, BMV						
0779	36506	02	02/14/2024-02/21/2024	15160		
02/14/2024-02/21/2024			G 10-2010-05		3,391.25	0.00
			GENERAL FUND / BMV REGISTRA			
Invoice Total-					3,391.25	
0779	36521	02	02/21/2024-02/28/2024	15160		
02/21/2024-02/28/2024			G 10-2010-05		6,392.62	0.00
			GENERAL FUND / BMV REGISTRA			
Invoice Total-					6,392.62	
Vendor Total-					9,783.87	
01117 SHREDDING ON SITE INC						
0779	36522	02		126661		
BIN RENTAL			E 200-20-65		71.67	0.00
			FINANCE - Operating Ex / Supplies			
BIN RENTAL			E 300-20-65		71.67	0.00
			EMERG MED - Operating Ex / Supplies			
BIN RENTAL			E 340-20-65		71.66	0.00
			POLICE - Operating Ex / Supplies			
Vendor Total-					215.00	
01673 TUCKER CHEVROLET						
0779	36523	02	93 THERMOSTAT	12889 CVR		
93 THERMOSTAT			E 300-60-70		128.18	0.00
			EMERG MED - Equip R&M / Vehicle Main			
Invoice Total-					128.18	
0779	36523	02	93 HOSE	12901 CVR		
93 HOSE			E 300-60-70		84.55	0.00
			EMERG MED - Equip R&M / Vehicle Main			
Invoice Total-					84.55	
0779	36523	02	92 HOSE	12868 CVR		
92 HOSE			E 300-60-70		84.55	0.00
			EMERG MED - Equip R&M / Vehicle Main			

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Invoice Total-					84.55	
Vendor Total-					297.28	
01319 US CELLULAR						
0779	999999	02		634454932		
5 WIFI CONNECTIONS			E 320-50-40		95.56	0.00
			FIRE - Utilities / Phone/WIFI			
5 CELL PHONE-PLAN			E 340-50-40		93.92	0.00
			POLICE - Utilities / Phone/WIFI			
5 CELL PHONE-SERVICE			E 340-50-40		121.45	0.00
			POLICE - Utilities / Phone/WIFI			
CELL PHONES-PLAN			E 350-50-40		16.88	0.00
			SHELLFISH - Utilities / Phone/WIFI			
CELL PHONES-SERVICE			E 350-50-40		24.29	0.00
			SHELLFISH - Utilities / Phone/WIFI			
CELL PHONE-PLAN			E 500-50-40		16.88	0.00
			PUBLIC WORKS - Utilities / Phone/WIFI			
CELL PHONE-SERVICE			E 500-50-40		24.29	0.00
			PUBLIC WORKS - Utilities / Phone/WIFI			
Vendor Total-					393.27	
02044 WES'S GLASS						
0779	36524	02	93 WINDSHIELD REPLACED	10992		
93 WINDSHIELD REPLACED			E 300-60-70		355.00	0.00
			EMERG MED - Equip R&M / Vehicle Main			
Vendor Total-					355.00	
Prepaid Total-					11,699.04	
Current Total-					100,387.54	
EFT Total-					0.00	
Warrant Total-					112,086.58	

TO THE TREASURER:

PAY TO EACH OF THE PERSONS NAMED IN THE ABOVE WARRANT, ACCOMPANYING
SCHEDULES OF BILLS PAYABLE THE SUMS SET AGAINST THEIR RESPECTIVE NAMES,
AMOUNTING IN THE AGGREGATE TO THE WARRANT TOTAL ABOVE AND CHARGE THE SAME TO
THE APPROPRIATIONS OR ACCOUNT INDICATED.

APPROVED

_____	_____
_____	_____
_____	_____



TOWN OF WALDOBORO

P.O. Box J

1600 Atlantic Highway

Waldoboro, ME 04572

Phone: (207) 832-5369 Fax: (207) 832-6061

www.waldoboromaine.org

PAYROLL WARRANT: 34

PAY PERIOD: 02/12-02/25/2024

PAY DATE: 03/01/2024

To the Treasurer:

Pay to each of the persons named in this warrant the sums set against their respective names, amounting in the aggregate amount below and charge to the appropriations or accounts indicated.

Pay Date:	03/01/2024
Gross Payroll:	\$ 116,512.63
ER FICA:	\$ 888.82
ER Medicare:	\$ 1,657.74
Total Payroll Expense	\$ 119,059.19

APPROVED:

Summary

Description	Account	Debit	Credit
Gross Pay-----			
TOWN MGR - Payroll Comp / Regular Emp	E 120-10-20	4,438.23	
ASSESSMENT - Payroll Comp / Regular Emp	E 150-10-20	2,485.76	
FINANCE - Payroll Comp / Regular Emp	E 200-10-20	4,801.53	
TOWN CLERK - Payroll Comp / Regular Emp	E 205-10-20	1,692.00	
EMERG MED - Payroll Comp / Regular Emp	E 300-10-20	21,401.00	
EMERG MED - Payroll Comp / P-T Emp	E 300-10-30	13,593.00	
EMERG MED - Payroll Comp / Overtime	E 300-10-50	5,418.00	
FIRE - Payroll Comp / P-T Emp	E 320-10-30	1,340.00	
POLICE - Payroll Comp / Regular Emp	E 340-10-20	15,387.65	
POLICE - Payroll Comp / P-T Emp	E 340-10-30	2,003.00	
POLICE - Payroll Comp / Overtime	E 340-10-50	3,994.00	
POLICE - Payroll Comp / Holiday	E 340-10-60	2,421.20	
SHELLFISH - Payroll Comp / P-T Emp	E 350-10-30	572.00	
PUBLIC WORKS - Payroll Comp / Regular Emp	E 500-10-20	20,532.38	
PUBLIC WORKS - Payroll Comp / Overtime	E 500-10-50	3,588.21	
RECREATION - Payroll Comp / Regular Emp	E 620-10-20	1,773.36	
PLAN & DEV - Payroll Comp / P-T Emp	E 700-10-30	2,141.28	
TRANSFER STA - Payroll Comp / Regular Emp	E 940-10-20	6,815.56	
TRANSFER STA - Payroll Comp / Overtime	E 940-10-50	281.25	
TRANSFER STA - Payroll Comp / Contract	E 940-10-90	1,833.22	
Taxes-----			
Fed Tax W/H	G 10-2021-00		10,484.83
Soc Sec W/H	G 10-2021-00		1,777.64
Medicare W/H	G 10-2021-00		3,315.48
State Tax W/H	G 10-2022-00		5,194.44
Medicare Employer's Match	E 120-15-10	62.94	
Medicare Employer's Match	E 150-15-10	37.81	
Medicare Employer's Match	E 200-15-10	68.90	
Medicare Employer's Match	E 205-15-10	23.14	
Medicare Employer's Match	E 300-15-10	575.08	
Medicare Employer's Match	E 320-15-10	19.40	
Medicare Employer's Match	E 340-15-10	341.13	
Medicare Employer's Match	E 350-15-10	7.85	
Medicare Employer's Match	E 500-15-10	340.65	
Medicare Employer's Match	E 620-15-10	25.07	
Medicare Employer's Match	E 700-15-10	30.64	
Medicare Employer's Match	E 940-15-10	125.13	
FICA Employer's Match	E 300-15-20	761.22	
FICA Employer's Match	E 320-15-20	71.92	
FICA Employer's Match	E 340-15-20	55.68	
EIC	G 10-2021-00		0.00
Deductions-----			
REG PENSION AC	G 10-2023-00		3,140.50
POLICE and EMS PENSION 3C	G 10-2023-00		4,223.92
COLONIAL LIFE Post Tax	G 10-2024-00		5.77
Supp Life MEPEERS	G 10-2024-00		6.44
IPP Pretax	G 10-2025-00		99.47
IPP Post Tax	G 10-2025-00		538.81
TOWN TAXES	G 10-2026-00		1,082.00
Maine Start 457 Plan Pre-Tax	G 10-2027-00		950.00
Health Ins Subsidy EE Fee 1.5%	G 10-2028-00		31.68
UNION DUES AFSCME 1458-032	G 10-2032-00		254.76

HEALTH INS PRETAX	G 10-2033-00		2,100.44
VOLUNTARY LIFE	G 10-2034-00		16.50
VISION INS PRETAX	G 10-2035-00		93.73
DENTAL PRETAX	G 10-2038-00		501.48
MPERS UAL 5%	G 10-2039-00		624.63
Paid-----			
Federal Tax W/H	G 10-2021-00	10,484.83	
FICA W/H	G 10-2021-00	1,777.64	
Medicare W/H	G 10-2021-00	3,315.48	
State Tax W/H	G 10-2022-00	5,194.44	
Maine Start 457 Plan Pre-Tax	G 10-2027-00	950.00	
Due To\From	G 21-1600-10		9,055.16
Due To\From	G 10-1600-21	9,055.16	
03/01/2024 PYDTDF - Cash	G 10-1010-00		106,339.06
Totals		149,836.74	149,836.74

Total:	Gross Pay	116,512.63
	Federal Tax W/H	10,484.83
	FICA Tax W/H	888.82
	Medicare Tax W/H	1,657.74
	State Tax W/H	5,194.44
	Local Tax W/H	
	Deductions W/H	13,670.13
	Net Pay	84,616.67
	FICA Match	888.82
	Medicare Match	1,657.74
	Employer Match	0.00

Quarry Hill Preserve Mountain Bike Trail Network Waldoboro, ME

*Project Agreement
February 23, 2024*

The Quarry Hill Mountain Bike Trail Network is a collaboration between the Town of Waldoboro who owns the property, Midcoast Conservancy who holds a conservation easement on the property, the Midcoast Chapter of the New England Mountain Bike Association (McNEMBA), and Midcoast Trails Stewardship with the goal of constructing a multi-use hiking, biking, nordic skiing, and snowshoeing trail network on Quarry Hill Preserve.

Initial planning for this project began in January 2023 and initial trail building began in summer of 2023. Phase two is anticipated to be completed in summer 2024.

New England Mountain Bike Association, Midcoast Maine Chapter & Midcoast Trails Stewardship:

- Lead trail design and construction
- Oversee ongoing maintenance of trails
- Recruit volunteers and take point on organizing trail work days
- Lead in procuring grants to support projects in partnership with the Town of Waldoboro
- Collaborate on outreach and communication efforts

Town of Waldoboro:

- Lead in procuring grants to support projects in partnership with McNEMBA and MTS
- Collaborate on outreach and communication efforts
- Approve planned activities in conjunction with Midcoast Conservancy
- Provide funding, through grants or town funds, for infrastructure costs (signage, kiosks, road maintenance, etc.)

Midcoast Conservancy:

- Approve planned activities and monitor ongoing activities on the property to ensure they are in compliance with the Conservation Easement
- Help guide trail design to minimize ecological impact
- Help recruit volunteers for trail maintenance
- Help promote outreach and communication efforts

Tim Trumbauer
Interim Executive Director
Midcoast Conservancy

John Anders
Trail Builder
Midcoast Trails Stewardship

Leslie Lorentzen
Outreach & Communications
McNEMBA

Julie Keizer
Town Manager
Town of Waldoboro

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

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

THIS AGREEMENT effective as of January 1, 2024 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF WALDOBORO, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

WHEREAS, the Town is desirous of contracting with Lincoln County for animal control services which are more particularly described herein; and

WHEREAS, Lincoln County is willing to provide said animal control services;

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

1 SERVICES:

- a) 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.
- b) The primary ACO shall be the primary responder to animal control concerns within the Town.
- c) 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.
- d) 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.
- e) The ACO(s) duties and authority are limited to those specified in the Town ordinance if applicable, and or as required by Maine Law.
- f) Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- g) Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.

- h) 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.
- i) Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a monthly basis to coincide with billing.

2. AUTHORITY

The Town grants Lincoln County any authority necessary to enforce the Animal Control Ordinance and any other municipal rule, regulation, or ordinance that pertains to animals with in the Town, pursuant to Title 30-A §107 M.R.S.A.

3. REPRESENTATION OF COUNTY

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

4. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 1, 2024 and terminating December 31, 2024 unless this Agreement is earlier terminated as set forth in Section 14 hereof.

5. PERSONNEL — SHARED RESOURCES

- a) 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.
- b) 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.
- c) 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.
- d) 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 an up to date schedule of which secondary ACO is on call and available to respond as needed.

6. SELECTION OF ACO's

- a) 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.
- b) 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.
- c) 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 CONTINGENCY

- a) 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.
- b) 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 set by the County and agreed to by the Town in addition to all applicable benefits. The ACO rate for the period of this contract is \$23.10 per hour plus FICA, Workers Comp, and MePERS contributions. Any changes to the agreed hourly rate must be mutually agreed upon between the Town and Lincoln County.
- 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 Finance Office at P.O. Box 249, Waldoboro, ME 04578 on a monthly basis.
- g) Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above.
- h) 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.
- i) 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. INDEMNIFICATION AND HOLD HARMLESS

The Town hereby agrees to indemnify, save harmless and defend Lincoln County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.

11. STANDARD OF PERFORMANCE

- a) 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).
- b) 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.
- c) 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.

- 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 December 31, 2024 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. SHARING OF RECORDS

When records with identifiable information are requested by the Town and provided by the County under this agreement, the Town agrees to accept all liability related to these records subject to Maine's Freedom of Access laws including Title 16 MRSA Chapters 7 and 9. The Town further acknowledges that any further dissemination of any records provided by the County under this agreement are subject to all provisions of Maine law.

17. 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 WALDOBORO by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first below written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE: BY:
CHAIRMAN
COUNTY COMMISSIONERS

DATE: BY:
SHERIFF

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: TOWN OF WALDOBORO

DATE: BY:

ATTEST: COUNTY ADMINISTRATOR, DEPUTY

AD Gray Housing Water

There have been discussions between the Volunteers of America (VoA), MaineWater, Waldoboro Code Enforcement Officer (CEO), Town Planner, and Fire Chief regarding water pressure for fire safety concerns. Installation of a fire hydrant to provide suppression in the event of an emergency was a condition of approval set by the Planning Board. In addition to the fire hydrant, VoA is required to install a sprinkler system that is being handled by a 5,000-gallon underground cistern that will be under their ownership and be approved by the State Fire Marshall.

MaineWater noted that enhancing the 2-inch pipe from the existing fire hydrant would not be sufficient to provide enough pressure in the event of a fire due to the current water infrastructure. The proposal is for VoA to create a cistern tank of 13,000 gallons on the remaining portion of town-land across from the AD Gray that would be separate from the 5,000-gallon tank exclusively for the sprinkler system. This would also be an underground tank and fire hydrant exclusively for fire suppression. VoA has noted they will cover the cost of construction and will need permission from the Town to build the tank and officially own/maintain it afterwards. The Town will still own the land across from AD Gray and will own the cistern tank once VoA has paid for construction.

One alternative would be to exempt the fire hydrant condition of approval, which will require Planning Board approval and is not recommended by Fire Chief nor CEO. The second alternative would be to upgrade the entire water system, which would require the town to contribute millions of dollars in funding and would take several years to complete, which is a long-term strategy and pursuing grant funding.

For the project to move forward, the Select Board will need to motion/allow the construction of the 13,000-gallon tank to be constructed on the town-owned property or suggest VoA move forward with an alternative plan.