

**APRIL 6, 2015
7:00 P.M.**



**AGENDA
REGULAR COUNCIL MEETING
City Council Chambers, 2nd Floor
265 Main Street-Old Town, Maine**

- I. CALL TO ORDER (Please turn off or silent cell phones)**
- II. FLAG SALUTE**
- III. ROLL CALL**
- IV. Approval of the Minutes of the March 18, 2015 Special Council Meeting.**
- V. PETITIONS, COMMUNICATIONS AND CITIZENS' REQUESTS**
- VI. REPORTS**
 - A. Council President**
 - B. Standing Committees (Finance, Public, Administrative & Economic Services; Landfill, Legislative, Sewer, Airport & Housing sub-committees)**
 - C. City Councilors**
 - D. City Attorney**
 - E. Special Committees**
 - F. School Board Liaison**
 - G. City Manager**
- VII. CONSENT AGENDA (New Business items 1, 2 & 3)**
 - Suggested motion: Resolved, the Old Town City Council hereby approves the Suggested motions under New Business items 1, 2 & 3 as presented.
 - (Councilor Nuttall)

VIII. PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

SECOND READINGS

1. The City Council will conduct a Second Reading for final approval on a proposal amend Chapter 12 Titled Nuisances by adding Sections 12-64 through 12-70 Titled Fireworks Ordinance.

Suggested motion: Resolved, the Old Town City Council hereby approves a proposal to amend Chapter 12 Titled Nuisances by adding Sections 12-64 through 12-70 Titled Fireworks Ordinance as presented in Attachment 1.

(Councilor Roach)

(Roll Call Vote)

IX. OLD BUSINESS

1. The City Council will consider removing the item concerning a Dangerous Building at 614 Main Street from the table. This item was tabled at the March 18th Special Council Meeting.

Suggested motion: Resolved, the Old Town City Council hereby removes the item concerning a Dangerous Building at 614 Main Street from the table.

(Councilor McLeod)

2. The City Council will continue a hearing to determine if building(s) or other structures(s) located on the property at 614 Main Street, Old Town, Maine is or is not a dangerous building.

X. NEW BUSINESS

1. The City Council will consider accepting a quote for the purchase of a fuel trailer for the Airport.

Suggested motion: Resolved, the Old Town City Council hereby accepts the quote from Petro2go in the amount of \$34,649.00 for the purchase of a fuel trailer for the Airport. Funds are to come from Account #1300-0414 Airport Other Capital Outlay.

2. The City Council will consider an appointment to the DeWitt Field Airport Advisory Committee to fill a vacancy.

Suggested motion: Resolved, the Old Town City Council hereby appoints Gary Cyr to fill a vacancy on the DeWitt Field Airport Advisory Committee with term to expire 12/31/2018.

3. The City Council will consider approval of a renewal application for a Malt & Vinous Liquor License for Joseph Perdue, d/b/a Hidden Meadows Golf Course, 240 W. Old Town Road.

Suggested motion: Resolved, the Old Town City Council hereby approves a renewal application for a Malt & Vinous Liquor License for Joseph Perdue, d/b/a Hidden Meadows Golf Course, 240 W. Old Town Road.

4. The City Council will consider approval to amend an Interlocal Agreement with the Town of Orono and University of Maine regarding the Establishment and Operation of a Municipal Fiber Corporation. The original Agreement was executed on or about March 13, 2014.

Suggested motion: Resolved, the Old Town City Council hereby approves an amendment to the Interlocal Agreement with the Town of Orono and University of Maine regarding the Establishment and Operation of a Municipal Fiber Corporation.

(Councilor Roach)

5. The City Council will consider granting a Permanent Easement to Mr. & Mrs. Neal Rogers of 39 Spring Street to enable them to build a garage on their property. The Rogers's will be responsible for any and all cost associated with recording the Easement.

Suggested motion: Resolved, the Old Town City Council hereby grants a Permanent Easement to Mr. & Mrs. Neal Rogers of 39 Spring Street and located on Tax Map 15, Lot 1. The Rogers will be responsible for any and all costs associated with recording the Easement at the Penobscot County Registry of Deeds. The Council further authorizes the City Manager to execute said Easement.

(Councilor Peterson)

6. The City Council will hear an update from Public Works Director John Rouleau on the CDD Landfill closure.

7. The City Council will consider going into Executive Session for the purpose of consulting with the City Attorney the City's legal rights and duties pertaining to the Red Shield Bankruptcy proceedings.

Suggested motion: Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to MRSA, Title 405 (6) (E) for the purpose of consulting with the City Attorney the City's legal rights and duties pertaining to the Red Shield Bankruptcy proceedings.

(Councilor Nuttall)

8. The City Council will consider going into Executive Session for the purpose of discussing a Personnel matter.

Suggested motion: Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to MRSA Title 405, Section (6)(A) for the purpose of discussing a Personnel matter.

(Councilor May)

XI. ADJOURNMENT



SPECIAL COUNCIL MEETING – MARCH 18, 2015

Council convened March 18, 2015 in the Old Town City Council Chambers at 265 Main Street.

Councilors present: President David Mahan, Carol May, Linda McLeod, John Nuttall, Eric Roach and Stan Peterson.

Administration present: Bill Mayo, Erik Stumpf, Shannon Meister, Lance Farrar, Steve O'Malley, Travis Roy and David Russell.

Others present: One citizen in the audience

Council President Mahan called the meeting to order at 7:26 p.m.

Councilor May, seconded by Councilor Nuttall, moved to approve the Minutes of the March 2, 2015 Regular Meeting. Approved all in favor, 6-0.

REPORTS

Council President Mahan assigned Councilor Nuttall to the Finance Committee, Councilor McLeod to Administrative Committee and Councilor May to the Housing Authority Committee.

City Manager Mayo 1) Introduced Scott Wilcox as the new Police Chief. 2) In April a second Stormwater meeting will be held regarding licensing. 3) Old Town Fiber agreement is ongoing with Penobscot Nation. 4) Receptions will be held for Cindy Jennings on March 24th from 3-5 pm at the Library and for Don O'Halloran on March 27th at 6:00 pm at the Hilton Garden Inn in Bangor. 5) He is working on the first round of the Budget with the Finance Director which should be available April 14th, stating that the Budget process will be similar to last year.

OLD BUSINESS

The City Council continued a Hearing to determine if building(s) or other structure(s) located on the property at 614 Main Street, Old Town Maine, is or is not a dangerous building.

DANGEROUS BUILDINGS
Tabled until the
April 6, 2015 Reg
Council Mtg

Councilor May, seconded by Councilor Nuttall, moved to table this item until the April 6th Regular Council meeting. Approved all in favor, 6-0.

NEW BUSINESS

The City Council considered adopting a Fireworks Ordinance.

FIREWORKS ORDINANCE
Not discussed/already scheduled for the April 6, 2015 Reg Council Mtg

Because this item was already scheduled for the April 6th meeting, it was not discussed.

The City Council considered accepting donations from the Old Town Community Food Drive.

FOOD DRIVE
Donations accepted for three local food pantries

Councilor Roach, seconded by Councilor McLeod, Resolved, The Old Town City Council hereby accepts the donations that have been made for the 2nd Annual Old Town Community Food Drive, and further authorized the Finance Director to disperse the same in equal amounts, to benefit the following food pantries; Holy Family Parish Food Pantry, Crossroads Ministries and the St. Anne's Penobscot Nation Food Pantry.

Approved all in favor, 6-0.

The City Council considered going into Executive Session for the purpose of discussing a Personnel matter.

EXECUTIVE SESSION
Tabled until the April 6, 2015 Reg Council Mtg

There is no update for the Executive Session.

Councilor Nuttall, seconded by Councilor Peterson, moved to Table this item until the April 6th Regular Council meeting. **Approved all in favor, 6-0.**

Councilor May, seconded by Councilor Nuttall, moved to take up an item not on the Agenda. **Approved all in favor, 6-0.**

The City Council considered authorizing the City Manager to sign a quit claim deed.

DEED
Quit-Claim Deed to Russ A. Foster for unnamed way, tax map 31/ Authorized

Councilor Nuttall, seconded by Councilor McLeod, Resolved, the Old Town City Council hereby authorizes the City Manager to sign a Quit-Claim deed from the City to Russ M. Foster for a portion of an unnamed, unbuilt way depicted on tax map 31. **Approved all in favor, 6-0.**

Councilor May, seconded by Councilor Peterson, moved to adjourn at 7:40 p.m. **Approved all in favor, 6-0.**

Adjourned,

Shannon M. Meister, CCM
Deputy City Clerk
Old Town, ME

Sec. 12-64

FIREWORKS ORDINANCE

§12-65 PURPOSE

The purpose of this Ordinance is to protect the health, safety and welfare of the residents of the City of Old Town by reducing the number of nuisance fireworks activities in Old Town found to disturb the peace and tranquility of their neighborhoods.

§12-66 AUTHORITY

This Ordinance is enacted as a municipal police power ordinance pursuant to the statutory home rule provisions of 30-A M.R.S. section 3001 and 8 M.R.S. section 223-A (2).

§ 12-67 SCOPE

This Ordinance shall apply to the use of Consumer Fireworks, as defined below, within the limits of Old Town, Maine

§ 12-68 DEFINITIONS

Consumer Fireworks has the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. **"Consumer fireworks" does not include the following products which are illegal to sell, use or possess in Maine:**

- A. Missile-type rockets, as defined by the State Fire Marshal by rule;
- B. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and
- C. Sky rockets and bottle rockets. For purposes of this paragraph, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

Fireworks means any combustible or explosive composition or substance; any combination of such compositions or substances; or any other article which was prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including blank cartridges or toy cannons in which explosives are used, the type of balloon which requires fire underneath to propel it, firecrackers, torpedoes, skyrockets, roman candles, bombs, rockets, wheels, colored fires, fountains, mines, serpents, or other fireworks of like construction; any fireworks containing any explosive substance or flammable compound; or any

other device containing any explosive substance or flammable compound. The term "Fireworks" does not include Consumer fireworks or toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.

Public Land means land owned or leased by the City of Old Town, State of Maine, University of Maine or another governmental or quasi-governmental agency or entity. "Public Land" expressly includes, without limitation, all City and State streets, roads, highways and parks.

§ 12-69 DISCHARGING OF FIREWORKS

Section 12-69.1 Restricted Firearms Zone. The use, discharge, or ignition of Consumer Fireworks within the City of Old Town's restricted fire arms zone is prohibited with the following exceptions:

The use, discharge, or ignition of Consumer Fireworks within the City of Old Town's restricted fire arms zone is permitted on the following Holiday dates and times:

December 31st: No fireworks permitted before 10:00 am.

January 1st: No fireworks between the hours of 1:00 am and 10:00 am or after 10:00 pm on January 1st.

July 4th: No fireworks permitted before 10:00 am and after 10:00 pm

Section 12-69.2. Other Locations. In addition to Maine Consumer Fireworks laws, 8 M.R.S., Chapter 9-A the following criteria must be met in all areas of Old Town with regards to the use of Consumer Fireworks:

- a. No Consumer Fireworks may be used, discharged or ignited on public land.
- b. No Consumer Fireworks may be used, discharged or ignited within fifty feet (50') of any structure.
- c. No Consumer Fireworks may be used, discharged or ignited on any high fire danger as noted by Maine Forest Service.
- d. Allowed hours for use, discharge or ignition of Consumer Fireworks are as follows:
 - i. Summer hours: begins with first full day of Eastern Daylight Time (EDT). Fireworks in Old Town, outside the restricted fire arms zone, shall be allowed only between the hours of 12:00 pm and 9:00 pm. (See July 4th holiday times for exception)
 - ii. Winter hours: begins with first full day after Eastern Daylight Time (EDT) ends and time reverts back to Eastern Standard Time (EST). Fireworks in Old Town, outside of the

restricted fire arms zone, shall be allowed only between the hours of 12:00 pm and 8:00 pm. (See December 31st and January 1st holiday times for exception)

Section 12-69.3 Fireworks Displays. No person may mount or present a display of Fireworks as the term "Display" is defined in 8 M.R.S.A. section 221-A. without first obtaining the permit required by 8 M.R.S. section 227-A. and in accordance with such permit. No person other than a Fireworks Technician, as defined in 8 M.R.S.A. Section 221-A. or a person under direct control and supervision of a Fireworks Technician, may mount, discharge or ignite the Fireworks at such a display.

§ 12-70 PENALTIES AND ENFORCEMENT

Penalties shall be applied as found in Chapter 1.General provisions, Section 1-8, of the Revised Code of Ordinances.

Patty Brochu

From: Lance Farrar
Sent: Wednesday, April 01, 2015 7:15 AM
To: Patty Brochu
Cc: Bill Mayo
Subject: airport fuel trailer
Attachments: Est_2026_from_Petro2Go_LLC_4264.pdf; Est_2026_from_Petro2Go_LLC_6188.pdf

Good morning Patti,

I have attached the two quotes from Petro2go. One is the original and the second is with changes that the board wanted to see. 1. A larger tank, 2. A longer fueling hose. This trailer is custom built for our unique situation on the waterfront. It is a single axle trailer made of stainless steel diamond plate with a double walled fuel tank. This is a self-serve unit. Being that it is solar powered with rechargeable batteries, a credit card reader and cell phone operated. The only time an attendant should have to be with it is when it needs to be refueled back at the main tank.

If you need any additional information please let me know.

Regards
Lance



Petro2Go, LLC

1755 E Matthew Dr
 De Pere, WI 54115
 Phone: (800) 481-3750
 Website: GasTrailer.com

Quote

Date	Quote #
3/13/2015	2026

Name / Address
Lance Farrar 265 Main St Old Town, ME 04468 207-852-1916 LFarrar@old-town.org

Rep	Project
KK	

Qty	Description	Total
1	Custom Built Self-Serve Fuel Trailer - P2G200SSPOS - 200 Gallon Double Wall Fuel Tank, Aluminum - 25 GPM Aviation Rated Pump - Water Coalescer Filter Kit, Aviation Grade - 35' Fuel Hose Reel, Aviation Grade - 50' Grounding Cable Reel - Nozzle with Strainer, Aviation Grade - Custody Transfer Weights and Measures Flow Meter - Air Eliminator/Strainer - Pulser Out Device, 1/100 - Electronic Register with Pump Controller - LCD POS System with Credit Card Swipe - Receipt Printer - Tandem Axle Trailer - Radial Tires with Polished Aluminum Wheels - Front Jack and Rear Stabilizer Jacks - Parking Brakes - Lockable Enclosed Box for Pump and Electronics - Enclosed Box for Hose Reel and Grounding Reel	29,995.00
4	Option: Deep Cycle Battery - SRM-29	1,104.00
1	Option: Solar Panel Charging System - SPC-400	750.00
1	LTL Freight Shipping to Commercial Location - No Liftgate Delivery Needed - Includes Pallet with Enclosed Crate Build	800.00
Payment: Check or Wire Transfer (50% down, Remainder before Shipping) Lead Time: 8-10 Weeks Delivery Time: 3-6 days		
Total		\$32,649.00

Petro2Go, LLC

1755 E Matthew Dr
De Pere, WI 54115
Phone: (800) 481-3750
Website: GasTrailer.com

Quote

Date	Quote #
3/13/2015	2026

Name / Address
Lance Farrar 265 Main St Old Town, ME 04468 207-852-1916 LFarrar@old-town.org

Rep	Project
KK	

Qty	Description	Total
1	Custom Built Self-Serve Fuel Trailer - P2G200SSPOS - 300 Gallon Double Wall Fuel Tank, Aluminum - 25 GPM Aviation Rated Pump - Water Coalescer Filter Kit, Aviation Grade - 75' Fuel Hose Reel, Aviation Grade - 100' Grounding Cable Reel - Nozzle with Strainer, Aviation Grade - Custody Transfer Weights and Measures Flow Meter - Air Eliminator/Strainer - Pulsar Out Device, 1/100 - Electronic Register with Pump Controller - LCD POS System with Credit Card Swipe - Receipt Printer - Tandem Axle Trailer - Radial Tires with Polished Aluminum Wheels - Front Jack and Rear Stabilizer Jacks - Parking Brakes - Lockable Enclosed Box for Pump and Electronics - Enclosed Box for Hose Reel and Grounding Reel	31,995.00
4	Option: Deep Cycle Battery - SRM-29	1,104.00
1	Option: Solar Panel Charging System - SPC-400	750.00
1	LTL Freight Shipping to Commercial Location - No Liftgate Delivery Needed - Includes Pallet with Enclosed Crate Build Payment: Check or Wire Transfer (50% down, Remainder before Shipping) Lead Time: 8-10 Weeks Delivery Time: 3-6 days * 3/18: Added \$2000 to cost to cover upgrade from 200 gallon tank to 300 gallon. Also increase fuel hose reel from 35' to 75'. Grounding reel upgraded to 100' from 50' to account for longer hose reel.	800.00
Total		\$34,649.00

**AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE
CITY OF OLD TOWN, THE TOWN OF ORONO, AND THE UNIVERSITY OF MAINE SYSTEM,
~~TO~~ REGARDING THE ESTABLISHMENT AND OPERATION OF A MUNICIPAL FIBER
CORPORATION**

This Amended and Restated Interlocal Agreement (the “Amended Agreement”) is by and among the City of Old Town, Maine, a municipal corporation whose city hall is located at 265 Main Street, Old Town, Maine 04468 (“OLD TOWN”), the Town of Orono, Maine, a municipal corporation whose municipal building is located at 59 Main Street, Orono, Maine 04473 (“ORONO”), and the University of Maine System, an agency of State Government with a mailing address at 16 Central Street, Maine 04401-5106 (the “UNIVERSITY”), and amends that certain Interlocal Agreement between OLD TOWN and ORONO to Establish and Operate a Municipal Fiber Corporation, executed on or about March 13, 2014 (the “Agreement”).

WHEREAS:

- (1) OLD TOWN and ORONO are municipalities of the State of Maine and the UNIVERSITY is an agency of State Government, each with authority under Maine Revised Statutes, Title 30-A, Chapter 115, to enter into interlocal cooperation agreements for the joint exercise of their powers; and
- (2) OLD TOWN and ORONO are among the communities in Maine now served by the so-called “Three Ring Binder,” a high-capacity, open-access fiber optic network that serves as the so-called “middle mile” of the high speed Internet network; and
- (3) The Three Ring Binder is now available to Internet service providers, municipalities, and others for extension into communities and neighborhoods; and
- (4) In 2011, OLD TOWN and ORONO each joined with the UNIVERSITY as members of The University Community Next Generation Innovation Project, also known as Gig.U, a nationwide effort by a consortium of research universities and their host communities to accelerate the introduction of ultra-high-speed Internet services to the host communities; and
- (5) In 2012, in response to a Request for Information issued by Gig.U to Internet service providers nationally, GWI of Biddeford, in cooperation with the UNIVERSITY, OLD TOWN, and ORONO, announced its interest in launching “Gigabit Main Street,” a pilot project to connect businesses and homes in OLD TOWN and ORONO to the high-speed fiber optic network; and
- (6) Before such connections can be made to businesses and homes, the fiber optic network must first be extended to the streets and neighborhoods in which the businesses and homes are located – an extension known as the “last mile;” and
- (7) It has become clear that in small town and rural environments, in order to better enable Internet service providers (“ISPs”) such as GWI and others to connect fiber to businesses and

homes, there is both a necessity and an advantage for municipalities to install the “last mile” of dark fiber, and to make this “last mile” available for lease and activation by the ISPs; and

(8) Networkmaine is a unit of the UNIVERSITY providing the state’s research and development community with access to high-speed connectivity, was an initiator of the Three Ring Binder, and is a key resource in the implementation of the goals of Gig.U in Maine.

NOW, THEREFORE, OLD TOWN and ORONO agree to establish the Old Town-Orono Fiber Corporation (the “Corporation”) under M.R.S. Title 30-A, Chapter 115, as follows:

Sec. 1. Purpose: The purpose of this Amended Agreement is to take all steps necessary to incorporate, establish, and provide start-up assistance to the Corporation, whose purpose, in turn, shall be to design, install, maintain, and make available on an open and competitive basis, telecommunications infrastructure, within OLD TOWN and ORONO, which enables high-speed Internet service in the two municipalities. “Open and competitive” means that any financially responsible entity, including any institutional customer, telecommunications carrier, or ISP, may lease fiber along the route with access at the same pricing and substantially similar terms and conditions relative to their use of the infrastructure. OLD TOWN, ORONO and the UNIVERSITY will cooperate in this endeavor in any way that is mutually beneficial.

Sec. 2. Duration: The initial duration of this Amended Agreement shall be five (5) years from the date of incorporation of the Corporation with the Secretary of State of the State of Maine. This Amended Agreement may be renewed for such additional term, as the City Council of OLD TOWN, the Town Council of ORONO and the Chancellor of the UNIVERSITY may collectively decide, according to the procedures set forth in Section 7 of this Amended Agreement. Nothing herein shall limit the existence of the Corporation as an independent corporation after five (5) years if this Amended Agreement is not renewed.

Sec. 3. Organization:

A. Type of Organization. The Corporation shall be a Maine nonprofit corporation.

B. Authority. The Corporation shall have all of the authority, powers, and responsibilities granted to corporations of its type, provided that the Corporation shall not incur expenses or debt, enter into any agreements, or create any obligations that in any manner obligate OLD TOWN, ORONO, or the UNIVERSITY thereto, without prior formal, written approval of and supporting appropriations by OLD TOWN, ORONO and/or the UNIVERSITY, as applicable.

C. Board of Directors.

1. Composition: For the term of this Amended Agreement, the Board of Directors of the Corporation shall consist of nine (9) persons as follows:

a. The City Manager of OLD TOWN, or his or her appointee;

- b. The Town Manager of ORONO, or his or her appointee;
- c. Two (2) persons appointed by the OLD TOWN City Council, such persons preferably having expertise in telecommunications, a related technology or engineering discipline, utilities, or business use of Internet services;
- d. Two (2) persons appointed by the ORONO Town Council, such persons preferably having expertise in telecommunications, a related technology or engineering discipline, utilities, or business use of Internet services; and
- e. Three (3) persons appointed by the ~~Chancellor of the~~ UNIVERSITY, such persons preferably having expertise in telecommunications, a related technology or engineering discipline, utilities, or business use of Internet services.

2. Terms: The City Manager of OLD TOWN and the Town Manager of ORONO, or their respective appointees, shall serve for three (3) years or as long as they maintain their positions with OLD TOWN and ORONO, whichever is shorter. One appointee by the ~~Chancellor of the~~ UNIVERSITY shall also serve for three (3) years. The other appointees shall have terms of two (2) years, except that three (3) of the other appointees, one (1) from each municipality and the UNIVERSITY, shall have initial terms of one (1) year. In the event that any Director dies, resigns, or is removed prior to the natural expiration of his or her term, his or her replacement shall only serve for the unexpired portion of such term.

D. Bylaws. The parties to this Amended Agreement shall be the members of the Corporation and shall adopt bylaws at its organizational meeting.

Sec. 4. Finance and Staffing: Within available resources, OLD TOWN, ORONO and the UNIVERSITY, will provide staffing assistance to the Corporation, as may be requested by the Corporation, and on terms as may be mutually agreed. Provided that the Corporation adopts a business plan and budget to carry out its mission, OLD TOWN, ORONO and the UNIVERSITY will reasonably cooperate in seeking grant opportunities, jointly and individually, for the funding of the Corporation's capital and operating costs.

It is intended that the Corporation will fund its capital and operating costs primarily out of a combination of grants and fees charged to lessees of its infrastructure. The Corporation may request, in writing, funds for specified purposes from OLD TOWN, including OLD TOWN's development company (Old Town Development, LLC) and ORONO, but such a request shall not constitute an obligation for OLD TOWN or ORONO to approve the request.

To the extent possible, OLD TOWN, ORONO and the Corporation shall work in partnership with Networkmaine of the UNIVERSITY, consistent with a Letter of Intent from Jeffrey Letourneau, Executive Director of Networkmaine, to Sophie Wilson of the Town of Orono and Bill Mayo of the City of Old Town, dated July 9, 2013, a copy of which is attached to this Amended Agreement.

Sec. 5. Amendment: This Amended Agreement may be modified by affirmative vote of each of the OLD TOWN City Council and the ORONO Town Council, together with the consent of ~~the Chancellor of the UNIVERSITY~~. OLD TOWN and ORONO, by vote of each council, together with ~~the Chancellor of the UNIVERSITY~~, may invite other municipalities, public agencies, or governments, into this Amended Agreement, on terms that the two councils and the ~~Chancellor University~~ deem appropriate and equitable.

Sec. 6. Organizational Costs and Preparations: OLD TOWN ~~and~~, ORONO ~~and the UNIVERSITY~~ will equally share the costs of organizing the Corporation. Such costs may include legal and other costs that the City Manager of OLD TOWN ~~and~~, the Town Manager of ORONO ~~and the Chancellor of the UNIVERSITY~~ collectively agree are necessary and within the resources of the two municipalities ~~and the UNIVERSITY~~ to fund. UNIVERSITY will assist in the organization of the corporation, to the extent possible within its resources, through in-kind services and advice.

Sec. 7. Termination and Disposition of Property. This Amended Agreement will terminate:

- A. Upon its expiration under Section 2 of this Amended Agreement; or
- B. Upon the dissolution of the Corporation or the sale of substantially all of its assets, said dissolution, or sale, occurring prior to expiration of this Amended Agreement under Section 2, including any renewal or extension terms, agreed to by OLD TOWN, ORONO and the UNIVERSITY; or
- C. Upon affirmative vote of each of the City Council of OLD TOWN, the Town Council of ORONO ~~and the Chancellor of the UNIVERSITY~~. If any one of these members wishes to initiate the termination of this Amended Agreement, it shall provide at least ninety (90) days notice to the other parties that it is proposing to do so. The proposal shall include a description of the manner in which any outstanding financial obligations incurred, under or related to this Amended Agreement, will be fulfilled.

Subject to applicable law, nothing herein shall limit the existence of the Corporation as an independent corporation, provided that its bylaws are amended to provide for governance independent of OLD TOWN, ORONO and the UNIVERSITY and their respective appointments to the Board of Directors.



Old Town

265 MAIN STREET * OLD TOWN, MAINE 04468-1497

March 27, 2015

Old Town City Council

**RE: Permanent easement at 39 Spring Street, Old Town, Maine
(Tax Map 15, Lot 1)**

Dear Council Members,

I have been approached by Mr. & Mrs. Neal Rogers who reside at the above referenced property. The Rogers would like to construct a garage on the property. I have visited the site on numerous occasions to meet with the Rogers to discuss a location for the garage. Due to the topographical conditions that this property is encumbered with the only area to build is to the front of the existing dwelling and to attach the garage to the existing dwelling. In order to accomplish this, the Rogers are requesting a permanent easement be granted to them. This easement would encroach into the city's right-of-way eight (8) feet. This section of Spring Street has a sixty-six (66) foot right-of-way in front of the Roger's property.

I have spoken with the City Manager and the Public Works Director and have been given their approval to bring this forward to the Council. As you can see from the map I have included that there would still be twenty (20) feet of right-of-way left from the paved edge of Spring Street to the limits of the easement. We all agree that due to the neighborhood characteristics that this street would never require the current width of right-of-way. It is my understanding that there was once a rail siding along that side of Spring Street. I would also note that approximately Seven Hundred and seventy (770) feet further down the street that the ROW narrows down to approximately thirty (30) feet.

I am anticipating that the Council will expect the Rogers' to pay for any fees incurred at the Penobscot Registry of Deeds for recording the easement document.

I am proposing the following description for the easement:

Beginning at a pin set by W.E. King, Surveyor, located at the Southwest corner of a lot as shown on Tax Map 15, Lot 1, eight (8) feet in a West, Southwesterly direction towards the Northeasterly side of Spring Street to a point. Thence sixty- five (65) feet in a North, Northwesterly direction and parallel to the Northeasterly sideline of Spring Street to a point. Thence eight (8) feet in a North, Northeasterly direction to a pin set by W.E. King, Surveyor.

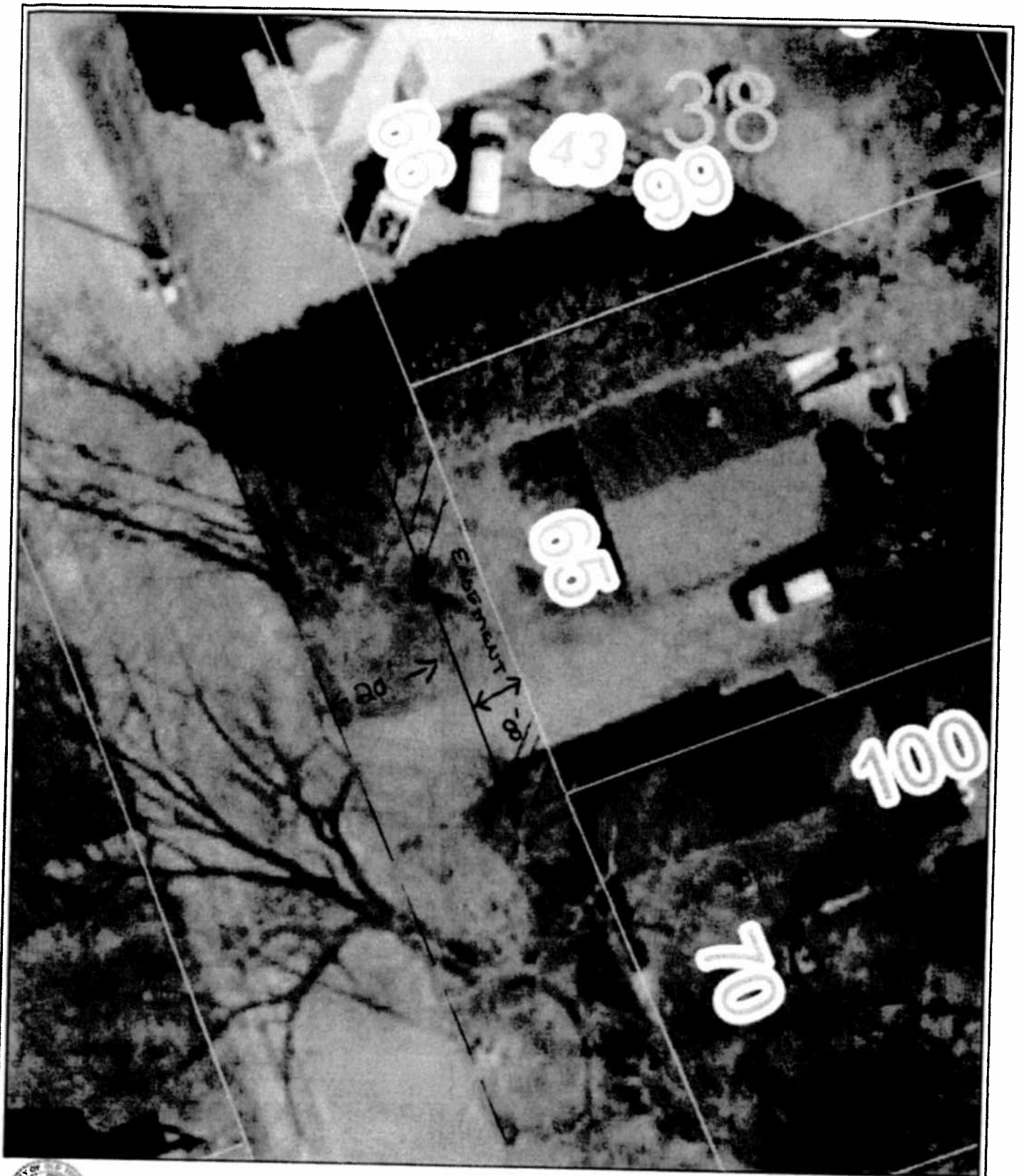
Respectfully,

David C. Russell

David C. Russell
Code Enforcement Officer

Cc: City Manager
Public Works Director

David C. Russell, Code Enforcement Officer
207-827-3965 x 205 Fax: 207-827-3966 Cell: 207-570-6798
drussell@old-town.org

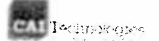


39 Spring Street
Old Town, ME
1 Inch = 20 Feet
March 27, 2015



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.cai-tech.com



MUNICIPAL REAL ESTATE EASEMENT AGREEMENT

The CITY OF OLD TOWN, a municipal corporation located at Old Town, Penobscot County, Maine, as Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, releases to ILENE & NEAL ROGERS, now or formerly of Old Town, Penobscot County, Maine, a permanent easement, in and to the real estate located in Old Town, Penobscot County, Maine, described as follows:

A portion of the Municipal Right-of-Way, now or formerly known as Spring Street, abutting a property shown on Tax Map 15, Lot 1 of the Old Town City Assessor's maps, on file at the City Assessor's office, Old Town Maine, and as recorded in the Penobscot Registry of Deeds, Book 13273, Page 24 as described:

Beginning at a pin set by W.E. King, Surveyor, located at the Southwest corner of a lot as shown on Tax Map 15, Lot 1, eight (8) feet in a West, Southwesterly direction towards the Northeasterly side of Spring Street to a point. Thence sixty- five (65) feet in a North, Northwesterly direction and parallel to the Northeasterly sideline of Spring Street to a point. Thence eight (8) feet in a North, Northeasterly direction to a pin set by W.E. King, Surveyor.

In witness whereof, the City Council of the City of Old Town has caused this instrument to be signed in the City of Old Town's corporate name by William J. Mayo, City Manager, duly authorized, this _____th day of April, 2015.

CITY OF OLD TOWN

Witness

(By) _____
William J. Mayo
Its City Manager

STATE OF MAINE)
COUNTY OF PENOBSBOT) ss

April _____ 2015

Then personally appeared the above-named William J. Mayo in his capacity as City Manager for the City of Old Town Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Old Town.

Before me,

Printed name:
Notary public / attorney at law