

September 03, 2024

**Agenda**  
**Regular Council Meeting**  
**City Council Chambers, 2<sup>nd</sup> Floor**  
**265 Main Street, Old Town, Maine**

**I. Call to Order**

Please turn off or silence cell phones

**II. Flag Salute**

**III. Roll Call**

**IV. Approval of the Minutes**

August 19, 2024, Economic Services, Financial Services, and Special Council Meeting Minutes.

**V. Petitions, Communications, and Citizens' Requests**

**VI. Reports**

**A. Council President**

**B. Standing Committees –  
Administrative, Economic, Finance, & Public Services**

**C. City Councilors**

**D. City Attorney**

**E. Special Committees**

**F. City Manager**

## **VII. Consent Agenda**

## **VIII. Public Hearings and Second Reading of Ordinances**

## **IX. Old Business**

## **X. New Business**

1. The City Council will consider accepting an after-deadline redemption on foreclosed property for Richard & Elizabeth Syrjala located at 114 Bosworth Street for payment of Sewer fees in the total amount of \$2025.98.

**Suggested motion:** Resolved, the Old Town City Council hereby accepts an after deadline redemption on foreclosed property for Richard & Elizabeth Syrjala located at 114 Bosworth Street for payment of 2022 – 2024 Sewer fees, plus \$150 Late Redemption fee for a total amount of \$2025.98, which includes interest and lien costs and further authorize the City Manager to execute a Municipal Quit-Claim Deed.

### **(Councilor McLeod)**

2. The City Council will consider approval of the renewal application for an on - premises Liquor License for Alex Gray, Main Street Bookstore, LLC. d/b/a Kanú, 283 Main Street.

**Suggested motion:** Resolved, the Old Town City Council hereby approves the renewal application for an on – premises Liquor License for Alex Gray, Main Street Bookstore, LLC. d/b/a Kanú, 283 Main Street. Pending city inspections.

### **(Councilor Wight)**

3. The City Council will consider approval of the new application for an on -premises Liquor License for Lalu Dedi Purnawan Sutanto, d/b/a Shogun 2 Japanese Steak House, located at 575 Stillwater Ave.

**Suggested motion:** Resolved, the Old Town City Council approves the new application for an on -premises Liquor License for Lalu Dedi Purnawan Sutanto, d/b/a Shogun 2 Japanese Steak House, located at 575 Stillwater Ave. Renovations are currently underway and map layout of restaurant is included in the agenda. License will be pending until City inspections can be completed and approved by Dave Russell (Code Enforcement).

### **(Councilor Mike May)**

4. The City Council will consider issuance of a Proclamation in observance of Constitution Week September 17th through 23rd.

**Suggested motion:** Resolved, the Old Town City Council hereby approves Issuance of a Proclamation in observance of Constitution Week September 17th through 23rd, sponsored by a new Chapter this year, the Frances Deighton Williams Daughters of the American Revolution.  
(Proclamation attached)

**(Counselor Folster)**

5. The City Council will consider accepting and signing an Operating Agreement with Tandem Mobility.

**Suggested motion:** Resolved, the Old Town City Council hereby accepts and signs the Operating Agreement with Tandem Mobility.  
(Operating Agreement attached)

**(Councilor Mike May)**

6. The City Council will consider approving the following two Special Events in the City of Old Town and waiving the fees as they are non -profit and/or City Events.

**Suggested motion:** Resolved, the Old Town City Council approves the following two Special Events in the City of Old Town and waiving the fees as they are non -profit and/or City Events.

A.) September 21<sup>st</sup> Caring Community Cupboard Yard Sale/Flea market. City of Old Town's parking lot at the Old Town Professional Building will be used for part of this event.

B.) September 28<sup>th</sup> - 30<sup>th</sup> Riverfest Weekend. To include all activities for the three-day Event.

**(Councilor Wight)**

7. The City Council will consider going into Executive Session for the purpose of discussing Labor Contracts and Proposals.

**Suggested motion:** Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to MRSA Title 405, Section (6)(D) for the purpose of discussing Labor Contracts and Proposals.

**(Councilor McLeod)**

8. The City Council will consider going into Executive Session for the purpose of discussing an Economic Development matter.

**Suggested motion:** Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to Title, I MRSA Section 405, § (6) (C) for the purpose of discussing an Economic Development matter.

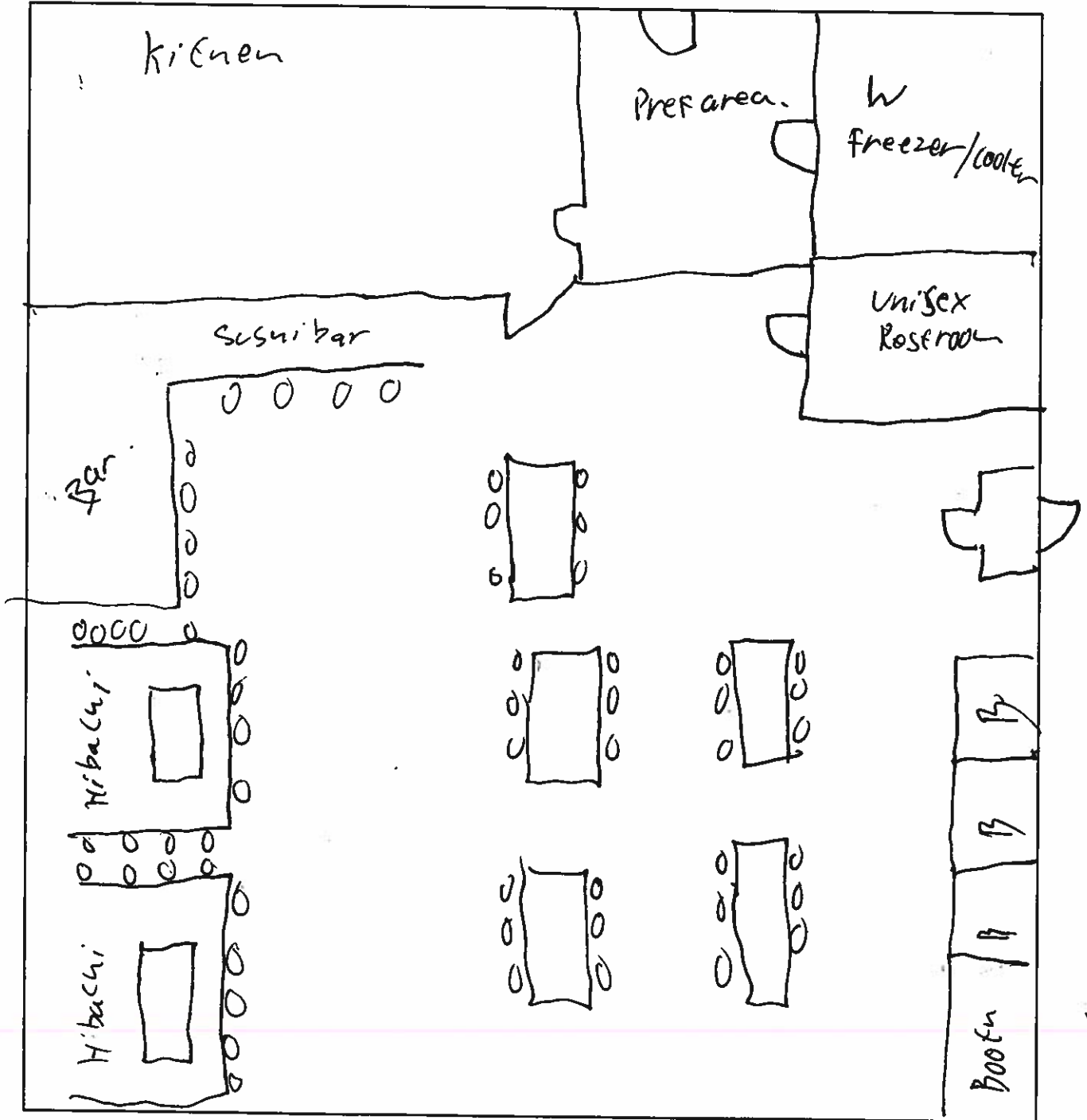
**(Councilor Carol May)**

**Motion to Adjourn:**

**Section VI Premises Floor Plan**

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



***Frances Dighton Williams Chapter of the  
Daughters' of the American Revolution***

**PROCLAMATION**

***WHEREAS***, *Our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and*

***WHEREAS***, *It is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve and defend it against all encroachment; and*

***WHEREAS***, *The two hundred and forty seventh anniversary of the Signing of the Constitution provides an historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords, and*

***WHEREAS***, *The independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23 as designated by proclamation of the President of the United States of America in accordance with Public Law 915,*

***THEREFORE***, *I, Christian Pushor, by virtue of the authority vested in me as President of the City Council of the City of Old Town, Maine, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** in the State of Maine and urge all our citizens to reflect during that week on the many benefits of our Federal Constitution and American Citizenship.*

***IN WITNESS WHEREOF***, *I have hereunto set my hand and caused the Seal of the City to be affixed at Old Town this third day of September, in the year of our Lord two thousand twenty-four.*

**ATTEST:**

**OLD TOWN CITY COUNCIL**

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*Laura Engstrom*  
**CITY CLERK**

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*Christian Pushor*  
**COUNCIL PRESIDENT**

**MASTER BIKE SHARE PROGRAM AGREEMENT**

This Master Bike Share Program Agreement (collectively, with any Schedules hereto, the “**Agreement**”) is entered into between the entity listed below (“**Client**”), and Tandem Mobility, LLC (“**Tandem**”) with an address of 120 W. Main St, Suite 300 Northville MI 48167 as of 7/15/2024

<b>Client:</b>	City of Old Town
<b>Contact Information</b>	Address: 265 Main Street Old Town, Maine 04468 Email: eroach@old-town.org Phone: (207) 827-3965

The Client intends to deploy or have a bike share program deployed.

Tandem has the requisite knowledge and technical ability to provide a bike share contingent on Tandem’s securing sufficient sponsorship financing of applicable from a combination of the Client and a third-party sponsor (“**Sponsor**”) or sponsors and Client is aware of and also wants the benefit of third party sponsorship of the Tandem Service (as hereafter defined). The Client understands that Tandem’s services are contingent on Tandem’s securing sufficient sponsorship financing for the Tandem Service hereunder

The parties therefore agree as follows:

1. **TANDEM SERVICE.** Upon the Launch Date (as hereafter defined) of this Agreement and during the term thereafter, Tandem will provide a bike share program in accordance with provisions of this Agreement and each applicable Schedules (collectively, the “**Tandem Service**”). The Tandem Service shall include, without limitation:
  - a. The right for Users (as defined in Section 6 hereof) to access and use the number and type of bicycles provided by Tandem set forth in Schedule 1, and any subsequent Schedules entered into by the parties hereto(the “**Tandem Bicycles**”).
  - b. A Site Survey to determine the Locations and the Initial Launch Date (each, as set forth in Exhibit A and Schedule 1).
  - c. A license to use Licensed Software as described in Section 5 hereof and accompanying User information (the “**Documentation**”).
  - d. Maintenance Services, as further described in Schedule 1 hereof.
  - e. Automated locks and bicycle stations to be used with the Tandem Bicycles, subject to payment of any applicable fees set forth herein.
  - f. Tandem Marketing Materials.
  - g. Customer services for Users.
  - h. A Tandem Customer Success Manager.
2. **CONTRACT DOCUMENTS.** Tandem’s performance of the Tandem Service shall be in accordance with this Agreement and the Schedule(s). This Agreement and its attachments shall be construed to be supplemental to one another to the extent possible. In the case of any inconsistency, conflict, or ambiguity among this Agreement and its attachments, the documents shall govern in the following order: (i) the applicable Schedule, (ii) this Agreement, (iii) Exhibit A, (iv) Exhibit C, and (v) Exhibit B.
3. **TERM OF AGREEMENT; EXCLUSIVITY.**
  - a. “**Initial Launch Date**,” means the date mutually agreed between the parties in writing for Tandem to implement the Tandem Service. The Initial Launch Date shall only become effective upon Tandem

securing sufficient financing (in its sole discretion) by written binding agreement either from a Sponsor, Client, or some combination thereof (the “**Sponsorship**”); if the parties tentatively set an Initial Launch Date and the Sponsorship is not completed before the such date, the parties will agree to reschedule to a later Initial Launch Date after the Sponsorship is completed. The Client understands and agrees that this Agreement and the Tandem Service hereunder are contingent on Tandem securing sufficient financing. Upon the Initial Launch Date, any agreed upon Schedules shall become effective and Tandem shall make good faith efforts to provide all contemplated services under any agreed Schedule hereto, contingent upon timely receipt of Client pre-launch deliverables (which may be provided during the Contingency Period, as hereafter defined) and any other deliverables out of Tandem’s control such as shipping timelines.

- b. “**Contingency Period**” means the period which commences on the Effective Date and continues until the earlier to occur of (a) the Initial Launch Date or (b) 7/15/2025 the “**Expiration Date**”). If Tandem is unable to secure a Sponsor before the Expiration Date, this Agreement will terminate with no further obligations or liability to either party.
- c. “**Overall Term**” means a five (5) year period starting on the Effective Date. Schedules under this Agreement will automatically renew for successive five (5) year renewal periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of such Schedule’s then-current term. Sponsors underwriting the cost of the Tandem Service will be billed annually during the Overall Term and the successive renewal terms. “**Service Term**” means the period from the Initial Launch Date through the date all Schedules have terminated or expired. “**Schedule Term**” means the period of effectivity of any individual Schedule as therein defined (as further described in Section 4 hereof) through its expiration date. Additional Schedules may be suggested, negotiated and agreed between the parties at any point during the Overall Term. Notwithstanding the foregoing, Tandem may terminate this Agreement at any time for its convenience after giving the Client 90 days’ prior written notice. During the Overall Term, Client agrees that Tandem shall exclusively be the only bicycle sharing, bicycle rental, and/or shared mobility service promoted and used by Client at Client Locations.

#### **4. SITE SURVEY; LOCATIONS.**

- a. **Initial Locations.** Client acknowledges and agrees that during the Overall Term Tandem may perform a site survey of those site(s) where Client has suggested that the Tandem Bicycles be installed. The site(s) where the Tandem Bicycles will be installed (the “**Initial Locations**”) are set forth on the Site Survey attached as Exhibit A (the “**Site Survey**”). The parties will mutually agree on the initial location(s) where the Tandem Bicycles will be installed promptly after completion of the Site Survey. The launch of the Tandem Service on the Initial Launch Date is subject to both Tandem and the Client fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Tandem to launch the Tandem Service at the Initial Location(s), including without limitation payment of any applicable fees set forth in the Schedule(s).
- b. **Additional Locations.** Additional Locations (each an “**Additional Location**” and together with the Initial Locations, collectively, the “**Locations**”) and/or additional Tandem Bicycles may be added from time to time by request of the Client pursuant to an additional Schedule hereto. The parties will mutually agree in writing to the estimated launch date of an Additional Location in the applicable Schedule. The actual launch date of an Additional Location will be the date that Tandem is reasonably able to make the Tandem Service available to the Client at the Additional Location. Tandem will notify the Client of the actual launch date of an Additional Location by email. The launch of an Additional Location is subject to both Tandem and the Client fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Tandem to launch the Tandem Service at the Additional Location(s), including without limitation payment of any applicable fees set forth in the applicable Schedule.



**5. LICENSE GRANT.**

- a. **License Grant.** Subject to the terms and conditions of this Agreement, Tandem hereby grants Client a non-exclusive, non-transferable, royalty-free, fully paid up, limited license during the Term to access and use the Licensed Software, as hosted by Tandem or its third party platform provider(s), from locations in the United States and to use the Documentation provided by Tandem solely for Client's management of the Tandem Bicycles at the Locations.
- b. **Restrictions.** Client will not, and will not permit third parties to, (i) permit any third party to access the Licensed Software except as permitted herein or use the Licensed Software as a service bureau, application service provider, or similar business, (ii) create derivative works based on the Licensed Software, (iii) copy, frame, mirror, delete, alter, or obscure any part or content of the Licensed Software, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Licensed Software, in whole or in part, nor will Client use any mechanical, electronic or other method to trace, decompile, disassemble, circumvent, or identify the source code of the Licensed Software or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Licensed Software in order to: (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Licensed Software, (vi) sell, resell, rent or lease the Licensed Software, (vii) use the Licensed Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Licensed Software in violation of the Documentation), (viii) store or transmit virus or other malicious code through the Licensed Software, (ix) interfere with or disrupt the integrity or performance of the Licensed Software, (x) attempt to gain unauthorized access to the Licensed Software or their related systems or networks, or (xi) use the Licensed Software and other third party software or products made available to Client in connection with this Agreement other than as intended. Client shall provide to Tandem a list of authorized users of the Licensed Software.
- c. **Ownership.** Except for the rights granted to Client in this Section, all right, title and interest in and to the Licensed Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively with Tandem or the relevant third party and Tandem reserves all rights therein and thereto. The license granted hereunder includes no rights in or to the source code versions of the Licensed Software or to the object code version of the Licensed Software, other than to the object code version as hosted by Tandem or its third party hosting provider.
- d. **Data Sharing.** Tandem shall provide the Client with anonymized data on an at least quarterly basis. The quarterly dispatch will include the data set forth in Schedule 1.

Tandem will provide the Client with access to the system dashboard for the Licensed Software that provides real-time access to bikes, users, and trip data. Tandem will provide system utilization metrics and a fleet health review and recommendations annually and upon Client's written request.

**6. TANDEM MEMBERSHIP.**

- a. **"Tandem Member"** means a person who has completed Tandem's membership application, been approved for membership by Tandem, and entered into Tandem's then-current member agreement and waiver. Tandem may revise the membership application and member agreement from time to time in its sole discretion.
- b. **"User"** means a Tandem Member in good standing that has been authenticated by Tandem. Users are

eligible to use the Tandem Bicycles subject to Tandem's then current policies and procedures, including without limitation the terms and conditions of Tandem's member agreement. In addition, the parties may, as may be mutually agreed, require Users to sign an additional, secondary waiver in the form provided by Client. Tandem owns all right, title and interest in and to any and all information and data submitted to Tandem by Users and prospective Users. Tandem agrees that it will not sell User data.

- c. **Payment of Membership and Usage Fees.** Users shall be responsible for paying, via credit card, the annual membership fee, usage fees, and such additional fees and charges as set forth at [admin.movatic.co](http://admin.movatic.co) as adjusted from time to time after written notice to Client and each User through the Licensed Software or via email. All fees paid by Users will be processed by a third party credit card or payment processor. Tandem will not personally receive, process, retain or maintain any credit card data.

**7. OBLIGATIONS; CONSENTS.** Client represents and warrants to Tandem that Client has all rights, licenses, consents, authorizations and permits necessary to permit Tandem to install the Bicycles at the Locations and to provide the Tandem Service at the Locations. Further, Client will:

- a. Cooperate with Tandem and participate in Tandem's efforts to acquire and maintain Sponsorship, including help develop prospect lead lists, distribute sponsorship proposals, participate in local meetings, and provide letter of support from local Mayor or someone similar.
- b. Grant Tandem, during the Term, throughout the world and through any medium now-existing or hereinafter created, the non-transferable and assignable, nonexclusive and sub-licensable right and license (as permitted in this Agreement) to use the Client's name and Client's logo, in connection with Tandem's Business Operations, including without limitation in connection with any marketing campaign, press release, or case study of Tandem.
- c. Permit Tandem personnel to access each Location, at mutually agreed dates and times, to perform a site survey as described in Section 1(b), take pictures of the Location, and otherwise review and inspect the Location with Client personnel to determine a mutually agreed to area at each Location to install Tandem Bicycles and Tandem stations.
- d. Provide the required square footage in a mutually agreed to area at each Location to enable Tandem to install the Tandem stations and Tandem Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Tandem Bicycles. In addition, if mutually agreed by the parties, (i) Client will accept shipments of the Tandem Bicycles and related materials and will store the Tandem Bicycles and related materials in a secure location until Tandem personnel arrive to install and (ii) Client shall permit Tandem to dispose of shipping materials at the Locations and provide access to Client's trash and recycling facilities in connection with same.
- e. Permit Tandem personnel to access each Location, at a mutually agreed to date and time, to set-up and install the Tandem Bicycles and Tandem Signage at the Locations, including installation of appropriate bicycle stations to be provided by Tandem, and to take pictures of the Tandem Bicycles as installed at each Location. Tandem shall have the right to use the pictures for advertising and marketing purposes, with Client's prior written consent, which will not be unreasonably withheld.
- f. Permit Tandem personnel to access the Locations during normal business hours Monday through Friday, or as may be otherwise mutually agreed, to provide Maintenance Services. Client will provide Tandem with an appropriate number of parking passes or parking validations to be provided to Tandem personnel to enable Tandem personnel to access the Locations without charge.

- g. Keep all Locations where Tandem Bicycles are stored clean and debris-free, in substantially similar condition to the condition of the Locations as of the Launch Date for such Locations.

**8. TANDEM BICYCLES.**

- a. Client will use reasonable efforts to report any maintenance or other issues relating to the Tandem Bicycles or the Tandem stations or facility on Client premises. Client shall report any issues to Tandem at [partnersupport@tandem-mobility.com](mailto:partnersupport@tandem-mobility.com) and Tandem shall initiate a resolution within 48 business hours. Such reasonable efforts by the Client will be construed to mean only a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or stations, and graffiti. Tandem will respond to all maintenance issues reported by Client as soon as commercially practicable.
- b. Client acknowledges that the bicycles are subject to the Damage and Theft Policy.
- c. Client acknowledges that the number of bicycles provided is dependent on Tandem's business decisions and costs, and therefore may fluctuate. Tandem will determine in its sole, reasonable discretion the number of bicycles provided, and will reasonably consult with Client on any material changes on the number of bicycles provided.

- 9. SERVICES; RELATIONSHIP OF THE PARTIES.** Subject to the terms and conditions of this Agreement, Tandem will provide the Tandem Service set forth herein and Client will perform the obligations set forth herein. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.

Coverage will be placed with insurance carriers with an A.M. Best Rating of not less than A- and financial rating of not less than VII.

**10. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

- a. **General.** Each party represents and warrants that: (i) this Agreement has been duly approved by all necessary action of such party; (ii) it has full power and authority to enter into and execute this Agreement; (iii) this Agreement is valid, binding and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not result in a violation or breach of and does not contravene, violate or conflict with any provision of applicable law, regulations or obligations to which it is a party.
- b. **Tandem Service.** Tandem represents and warrants that the Tandem Service will be provided in accordance with the terms of this Agreement. As Client's sole and exclusive remedy, and Tandem's sole liability, for any breach of the foregoing warranty, Tandem will re-perform the Tandem Service so that it conforms to the requirements of this Agreement.
- c. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 12, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANDEM MAKES NO WARRANTIES WITH RESPECT TO THE TANDEM SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE TANDEM SERVICE WILL MEET CLIENT'S REQUIREMENTS.

**11. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER

PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANDEM'S LIABILITY HEREUNDER WILL NOT EXCEED SIX (6) MONTHS OF SERVICE FEES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S BREACH OF OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 14. CLIENT ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK.

## **12. CONFIDENTIALITY; SUGGESTIONS.**

- a. **Confidentiality.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that such disclosing party considers proprietary and confidential, and which is disclosed or marked as proprietary or confidential (any such information, "**Confidential Information**") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Client hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 14 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.
- b. **Suggestions.** Client may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Tandem with respect to the Tandem Service (collectively, "**Suggestions**"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Client shall not, absent a signed, written agreement with Tandem, create an obligation of confidentiality for Tandem. Client agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Tandem technology, service, product or documentation incorporating or derived from such Suggestion, or any Tandem intellectual property, to be licensed or otherwise shared with Client or any third party. Furthermore, Client hereby assigns all right, title and interest in and to Suggestions to Tandem including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Tandem to effect such assignment.

## **13. TERMINATION.**

- a. This Agreement may be terminated upon [thirty (30) days'] notice
  - a. by Tandem (a) if any payment due hereunder (other than with respect to charges then subject to a good faith dispute) is not paid, and such default is not cured within ten (10) days of receiving notice in writing from Tandem of such failure (whether or not Tandem avails itself of its right to suspend the Tandem Service); (b) the Sponsorship is terminated without any successor Sponsorship or Sponsor; or

- b. by either party in the event: (a) the other party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach or provide the other party with an acceptable plan for curing such breach within thirty (30) days after receipt by the breaching party of written notice specifying the breach; (b) a receiver, trustee, administrator, or administrative receiver is appointed for the other party or its property; (c) the other party makes an assignment for the benefit of creditors; (d) any proceedings should be commenced against the other party under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within sixty (60) days from the date of commencement thereof; or (e) the other party is liquidated or dissolved.

Termination shall not relieve Client of the obligation to pay any fees accrued or payable by Client to Tandem prior to the effective date of termination.

- b. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's reasonable request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions set forth in each Schedule shall survive any termination or expiration of this Agreement with respect to any fees due and owing hereunder. The terms of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including Sections 11(c), 12, 13, 14, 15, 16, 17.
- 14. NOTICES.** Except as otherwise provided in this Agreement, all notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and sent by certified mail or email to the physical addresses or email addresses noted in the Schedule or to such changes of address of which one party notifies the other in accordance with this provision. A notice shall be deemed effective: (a) upon delivery, if delivered personally by hand to a party; (b) one (1) business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; (c) five (5) business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested; or (d) twenty-four (24) hours after the email is sent, if no notice of non-delivery is received within twenty-four (24) hours of transmission.
- 15. MISCELLANEOUS.** Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement unless mutually agreed in writing by the parties. This Agreement may be amended at Tandem's discretion, with or without notice. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of laws provisions thereof. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of the County of Washtenaw, Michigan

or the U.S. District Court for the Eastern District of Michigan, Southern Division, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, failures of suppliers, utility or telecommunications outages, or other significant event beyond the reasonable control of the affected party, provided the non-performing party immediately notifies the other party and takes commercially reasonable and expedient action to resume performance. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the parties may be evidenced by an electronic or facsimile copy of this Agreement bearing such signature, and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

**AGREED TO BY:**

**TANDEM MOBILITY, LLC**

**CLIENT:** Town of Orono

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1:**

<p><b>Number of Tandem Bicycles to be provided</b></p>	<p>Tandem shall provide at its discretion a mix of pedal and e-bikes. Minimum fleet shall be set by total system revenue (sponsorship, rider and other form of revenue from the system). Minimum fleet size shall be calculated by using \$2,200 per pedal bike and \$3,500 per e-bike.</p> <p>Example: \$250,000 in sponsorship = guaranteed fleet size of 40 e-bikes and 50 pedal bikes</p> <p>Annual fleet size shall be reset on the annual anniversary of the launch date.</p> <p>Tandem Mobility may follow industry standard guidelines to shrink fleet size during off-peak, winter months.</p>
<p><b>Effective Date</b></p>	<p>The effective date of this renewal shall be considered the date upon which Tandem Mobility closes a system sponsor. Tandem Mobility shall have 6 months from the execution of this agreement to close a system sponsor.</p>
<p><b>Location(s)</b></p>	<p>TBD</p>
<p><b>Initial Term</b></p>	<p>5 years from effective date</p>
<p><b>Service Lines Fees</b></p>	<p>\$0</p>
<p><b>Product and One Time Fees</b></p>	<p>\$0</p>
<p><b>Other Terms</b></p>	<p>Tandem Mobility reserves the right to move station infrastructure to accommodate system demand.</p>

**Additional Schedules.** Client may request additional Tandem Bicycles, Locations, and other items or services as part of the Tandem Service by submitting a request to Tandem which will among other things as applicable specify the requested number of Tandem Bicycles, the Locations and the estimated Launch Dates. Any such request, if accepted by Tandem, will be governed by this Agreement. This Agreement will be deemed incorporated by reference into any such requests accepted by Tandem.

**Maintenance Services.** Tandem will provide the following Maintenance Services with respect to the Tandem Bicycles:

- a. Tandem maintenance personnel will visit each of the Locations to perform general maintenance and cleaning of the Tandem Bicycles. Tandem will maintain all Tandem Bicycles and all Tandem Bike Racks in clean, sanitary, and safe condition, in good working order, and in accordance with the provisions of this Agreement, and all applicable industry standards.
- b. Tandem will, at Tandem's sole option and expense, review and make replacements to the Tandem Bicycles as needed.

**Quarterly Data.** Tandem shall provide the following data in each quarterly data dispatch:

- a. Customer Service tickets
  - 1. % of tickets coming in per rides taken
  - 2. Timeline for resolution of tickets
  - 3. Breakdown of ticket type
- b. Maintenance tickets
  - 1. Frequency of general maintenance

2. Timeline for resolution of tickets
3. Breakdown of ticket type
- c. System Adoption
  1. Total Trips - By Month; Average/Medium Duration
  2. Trips over time - Busiest day; Busiest time of day
  3. Starts/Ends by station
  4. Total Users - By Month
  5. Trips by payment type/membership type
  6. # of redemptions for promo codes





**City of Old Town  
Economic Development Committee Minutes  
August 19, 2024**

Economic Development Committee Members August 19, 2024, in the City Hall Council Chambers, 265 Main Street

Committee members present: Councilors, Carol May (chair), Timothy Folster, David Wight, and Council President Pushor (ex-officio),

Other Councilors present: Mike May, Linda McLeod and Stan Peterson

Administration present: Bill Mayo, Danielle Berube, Laura Engstrom, Travis Roy, Irene Pehrson, Cassandra Pool, EJ Roach, April Buchanan, and David White.

Others present: Kristi Trafton (City Attorney), 2 Rep. YMCA (Scott Wilcox and Becky Cyr), 3 members of the Landfill Advisory Board (Ralph Leonard, Peter Dufour, and Ted Shina).

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Councilor Folster called the meeting to order at 6:00 p.m.

NBRC Grant Discussion. EJ Roach, Dir of Economic Development discussed with the Committee whether to move forward with NBRC Grant. Due to significant changes in FEMA flood maps, this project is less viable, due to location changes and needs of the downtown.

Motion made by Councilor Wight to recommend sending the motion to the next full Council meeting to discontinue the NBRC Grant, seconded by Councilor Folster.

**Approved all in favor, 4-0.**

Councilor Folster asked EJ Roach to explore getting the playground updated and to have some information on that at the next Council meeting.

**Adjournment**, Motion made by Councilor Wight, seconded by Councilor Folster, moved to adjourn at 6:09 p.m. **Approved all in favor, 4-0.**

Respectfully submitted,  
Laura Engstrom  
City Clerk



**City of Old Town  
Financial Services Committee Minutes  
August 19, 2024**

Finance Committee members convened August 19, 2024, in the Old Town City Hall Council Chambers, 265 Main Street

Committee Members Present: Councilors, Tim Folster (Chair), Linda McLeod, Stan Peterson, and Council President Pushor (ex-officio)

Other Councilors Present: Carol May, David Wight, and Mike May

Administration Present: - Bill Mayo, Danielle Berube, Laura Engstrom, Travis Roy, Irene Pehrson, Cassandra Pool, EJ Roach, April Buchanan, and David White.

Others Present: Kristi Trafton (City Attorney), 2 Rep. YMCA (Scott Wilcox and Becky Cyr), 3 members of the Landfill Advisory Board (Ralph Leonard, Peter Dufour, and Ted Shina).

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Councilor Folster called the meeting to order at 6:10 p.m.

Danielle Berube, Finance Director updated the Finance Committee on the July 2024 Financials.

EJ Roach, Dir. Economic Development discussed with the Committee on the Old Town Development, LLC. contract with WRBC (Architect/Engineering firm)  
This Contract would be for a Stillwater Avenue 30 Acre planning study. It would allow the Old Town Development LLC. to be able to approach the UMaine (who owns the land) to pitch ideas and projects to move forward with on the 30-acre parcel of unused land.  
(Contract and proposal attached for reference)

Councilor Folster entertained a motion to concur with the LLC to spend the money on the Contract with WRBC and bring it to the Special Council meeting following this Committee meeting for a motion and Vote. Councilor McLeod agreed to move it forward, seconded by Councilor Peterson.

**Approved all in favor, 4 – 0.**

Adjournment: Motion made by Councilor McLeod seconded by Council Folster to adjourn, at 6: 20 p.m.

**Approved all in favor, 4-0.**

Respectfully submitted,  
Laura Engstrom  
City Clerk



**City of Old Town  
Special Council Meeting Minutes  
August 19, 2024**

Council convened August 19, 2024, in the City Hall Council Chambers, 265 Main Street

Council present: Council President Chris Pushor, Councilors: Tim Folster, David Wight, Linda McLeod, Mike May, Carol May, and Stan Peterson

Administration present: - Bill Mayo, Danielle Berube, Laura Engstrom, Travis Roy, Irene Pehrson, Cassandra Pool, EJ Roach, April Buchanan, and David White.

Others present: Kristi Trafton (City Attorney), 2 Rep. YMCA (Scott Wilcox and Becky Cyr), 3 members of the Landfill Advisory Board (Ralph Leonard, Peter Dufour, and Ted Shina).

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Council President Pushor called the meeting to order at 6:21 p.m.

**Approval of the Minutes**

Resolved, the Old Town City Council hereby approves as presented:

August 05, 2024, Regular Council meeting minutes.

Motion made by Councilor McLeod, seconded by Councilor Carol May.

**Approved all in favor, 7-0,**

**Petitions, Communications, and Citizens' Requests  
Reports**

A. Council President

**(No Report)**

B. Standing Committees - Administrative Services, Economic Development, Finance Services, and Public Services.

**(No Report)**

C. City Councilors

D. City Attorney

**(No Report)**

E. Special Committees

**(No Report)**

F. City Manager

City Manager Bill Mayo, updated the council on the following items:

- C PACE Ordinance will be coming back in a Council meeting in September.
- Committee meeting in September will be discussing the employee handbook updates.
- Discussion of spring cleanup will be taken place at the Committee meeting in September.
- The City of Old Town is still working on details with Penobscot Indian Nation Police Dept. on possible coverage from the City of Old Town Police while they get some officers hired and trained.
- Resident had contacted Councilor Mike May regarding the possibility of getting trees re- planted where the removal may have happened because of construction or right of way roadwork. Bill is going to reach out to the University of Maine and Maine Forestry to see if there are some programs the City can use to make this happen.
- Binder on College Ave and Bennoch Road intersections should be completed soon. Fourth Street binder is down, and poles have been removed, one catch basin left to go into that road.
- An item that should have been on the agenda was about property taxes and keeping the mil rate flat as requested by the Council. April (City Assessor) ran all the numbers to get where the final commitment number should be and determined that without using Fund Balance, the Property tax rate would be \$18.03 and if the City used \$290,000 out of Fund Balance that tax rate would stay flat at 17.7. The City Council determined to take up a motion not on the agenda in this meeting under New Business for a vote on the mil rate.

**Consent Agenda (None)**

**Public Hearings and Second Reading of Ordinances (None)**

**Old Business (None)**

## **New Business**

1. James Katsiaficas, (Attorney/Director – Perkins Thompson) discussed with the City Council about the Juniper Ridge contract and the steps leading to the request for an expansion of the landfill. (full discussion on the City’s website under Videos)
2. Resolved, the Old Town City Council approves spending \$14,950 plus reimbursables on a WBRC contract to provide a scaled computer-generated site plan with suggested development areas, potential building envelopes, parking, roads, landscape and site layout feature elements with color. Money will be spent from Economic Development Reserve Account. The City Council further allows the City Manager the authority to execute the contract with WBRC.

Motion made by Councilor Folster, seconded by Councilor Mike May.

**Approved all in favor, 7-0,**

**Councilor McLeod made a motion to take up an item not on the agenda, seconded by Councilor Carol May.**

3. Motion to transfer \$290, 000 from the Fund Balance acct. # 09521657210 to maintain a flat tax rate of \$17.70.

Resolved, the Old Town City Council hereby approves the transfer of \$290, 000 from the Fund Balance acct. # 09521657210 to maintain a flat tax rate of \$17.70.

Motion made by Councilor Wight, seconded by Councilor Carol May

**Approved all in favor, 7-0,**

4. Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to Title, I MRSA Section 405, § (6) (C) for the purpose of discussing an Economic Development matter.

Motion made by Councilor Wight, to into Executive session at 6:54 pm, seconded by Councilor Mike May.

**Approved all favor, 7 – 0.**

Motion made by Councilor McLeod, to come out of Executive Session at 7:35 pm, seconded by Councilor Carol May.

**Approved all favor, 7 – 0.**

5. Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to Title, I MRSA Section 405, § (6) (C) for the purpose of discussing an Economic Development matter.

Motion made by Councilor Wight, to into Executive session at 7:35 pm, seconded by Councilor Carol May.

**Approved all favor, 7 – 0.**

Motion made by Councilor Folster, to come out of Executive Session at 7:56 pm, seconded by Councilor Carol McLeod.

**Approved all favor, 7 – 0.**

Adjournment:

Motion to adjourn at 7:57pm made by Councilor Wight, and seconded by Councilor Carol May.

**Approved all favor, 7 – 0.**

Respectfully submitted,  
Laura Engstrom  
City Clerk