



Board of Selectmen

Charles R. Cunningham, Chairman
Steven C. Lewis, Vice Chairman
Dale C. Harmon
Kristina Ford
Michael Tomacelli

Town Manager

Daniel Bryer

Town of Boothbay
Board of Selectmen Meeting
Wednesday November 14th, 2018
7:00 PM
Agenda

1. Pledge of Allegiance

2. Public Hearing

3. Public Comment

4. Approve Minutes- October 24th, 2018

5. Reports- Town Office Reports

BOS Action Items

1. The landscaping around rte. 27
2. The Common project
3. The Umaine Aqua Ventus project
4. MDOT Park and Ride Facility
5. Land and Water Grant
6. Potential grant for electric vehicle charging station

Pending BOS Action Items

1. Broadband
2. The housing group is continuing to discuss availability of land or subdivisions near municipal water and sewer for the analysis of affordable, workforce, and elder housing options.
3. BOS Meeting with Board Trustees

6. Old Business- 1. Broadband Grant discussion regarding potential committee structure



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7. **New Business- 1. Discussion re: Boothbay Railway Village possible floor reconstruction project for the Town Hall**
8. **Public Comment**
9. **Review Warrants**
10. **Adjourn Meeting**

Board of Selectmen

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Steven Lewis – Vice Chairman
Dale Harmon
Kristina Ford
Michael Tomacelli

Town Manager

Daniel Bryer Jr.



**Town of Boothbay
Board of Selectmen Meeting
Wednesday, October 24, 2018
7:00 PM
MINUTES**

Present: Steven Lewis, Dale Harmon, Michael Tomacelli, Chuck Cunningham, Town Manager Dan Bryer and Secretary Sherry Tibbetts

Pledge of Allegiance:

Public Hearing: None scheduled

Public Comment:

Peter Yesmentes presented the Selectmen with a two page letter and some research material about the moorings in Boothbay, the on-line registration program, the Port Committee and the need for changes in the Ordinances. He talked about the Boothbay Shore Association and the need for mooring numbers, owners name and location to be made public, he feels it should be on the Harbor Master's website. He also talked about mooring balls and the need for GPS locations. The Selectmen responded by saying they would need to talk with Harbor Master Pete Ripley and perhaps have him come to a future meeting along with Mr. Yesmentes.

Approve Minutes: Steve Lewis made a motion to approve the minutes of October 10th, 2018 with one correction (on page 2, near the bottom change governing to charter) and Mike Tomacelli seconded the motion. Vote: 3-0 in favor. Dale Harmon abstained as he was not at that meeting.

Reports:

Town Office Reports – The **Business Office** is still real busy with absentee voters, more than previous elections. They have struggled a little as there have been problems with the server but the problems are getting better.

The **Public Works** is just finishing up with Matthews Road. They are busy now getting the sand and salt ready for the upcoming season.

The **Code Enforcement Office** is busy with a fair number of various permits. There are no applications so far for the Planning Board next month.

BOS Action items –

The Landscaping around Rt. 27. – No update

The Common Project – No update

Umaine Aqua Ventus project – No update

MDOT Park and Ride facility – No update

Land and Water Grant – No update
Pending BOS Action Items –
Broadband – discussed under Old Business

The housing group is continuing to discuss availability of land or subdivisions near municipal water and sewer for the analysis of affordable, workforce, and elder housing options.

BOS meeting with Board Trustees – Discussed under Old Business

The board skipped ahead on the schedule and discussed item 1 under New Business.

New Business: (1) Health Lincoln County Update -

Jim Donovan walked the board through a slide presentation. With him to help answer questions were Scott Shott and Bill Logan. He talked about four trends in health care:

- Technology – it is changing fast and is expensive
- Declining Reimbursement – 65% of patients have Medicare or MaineCare
- Workforce Shortage – not just in healthcare, involved in programs to try and improve
- Cooperation / Regionalization – shared costs and efficiencies

He also talked about what is Maine Health and the merger that is taking place to make all the organizations involved one Cooperation.

Old Business:

Broadband Grant – Dan Bryer reported that the application for the Grant was sent out on time and the Town should learn about the grant on 12/15/2018. Dan Bryer read a statement from Kristina Ford outlining what she thinks should happen next and suggestions for a committee.

Banner Policy – The Board reviewed the revised copy of the policy that has been reviewed by legal. After a brief discussion Steve Lewis made a motion to approve the policy with three new changes

- Change the fee from \$100 to \$200
- Change the address on the application to Corey Lane
- Change Town Manger and his/her designee to just Town Manager

And Dale Harmon seconded the motion. Vote: 4 -0 in favor.

Discussion re: School Trustee/ Board request for information – Dan Bryer presented the Selectmen with what information he has gotten so far, he said the Trustees are still working on further projections and Dan with forward them as soon as he has them. There was a discussion around what needs to happen from here and who needs to do what to move forward.

Potential grant for electric vehicle charging station – Dan Bryer said he has gotten some more information and explained the three different models available, he said most recommend option 2 which will charge a vehicle in 3 to 4 hours. Dan Bryer reached out to Raymond and they said they do not charge people for using the station. The Board instructed Dan Bryer to submit an application, this will not commit the town to anything.

Personnel Policy – Steve Lewis made a motion to approve this policy with an revised effective date of 10/25/2018 and Mike Tomacelli seconded the motion. Vote: 4-0 in favor.

New Business:

Item 2 Release deed - The board was asked to sign a release deed, the owners of the property discovered the wrong book and page had been recorded. Steve Lewis made a motion to sign a release deed for tax map/lot U16/33 and Mike Tomacelli seconded the motion. Vote: 4-0 in favor.

Public Comment: No comments

Review Warrants and sign: Steve Lewis made a motion to review the warrants and sign them and Dale Harmon seconded the motion. Vote: 4-0 in favor.

Adjourn meeting: At 8:15PM Steve Lewis made a motion to adjourn the meeting and Dale Harmon seconded the motion. Vote: 4-0 in favor.

On December 15, we'll learn about whether MCF will grant us the \$15,000 we asked for. Between now and then, we should be figuring out who we want to attract to the Broadband Committee. I'm suggesting that the Board of Selectmen think about that, and when we meet on November 14th, we can perhaps draft an application to get interested citizens involved. To do this, we need to be certain (as Commentary notes) that we're getting a wide set of participants with various backgrounds to help us understand HOW, exactly, any low- or high-tech version of Broadband can lead to economic development. If we can agree on this, we can advertise our intention to create a Broadband Committee that'll serve both Boothbay and Boothbay Harbor, and solicit volunteers to join the Committee.

LEASE AGREEMENT

AGREEMENT made this 28th day of December, 1988 by and between the Town OF BOOTHBAY, a public municipal corporation located in the County of Lincoln and State of Maine, hereinafter sometimes called "Town" and BOOTHBAY RAILWAY VILLAGE, a non-profit corporation organized under the laws of Maine having a place of business at said Boothbay in said County and State, hereinafter sometimes called "VILLAGE",

W I T N E S S E T H:

WHEREAS, Village is desirous of relocating the present Boothbay Town Meeting House to the Village's museum location on Route #27 and restoring said Meeting House as an historical landmark; and

WHEREAS, the Town is willing to permit the relocation and restoration of the Town Meeting House subject to future periodic use thereof for public purposes; and

WHEREAS, the Town and the Village both desire to record the details of the relocation, restoration and future use of the Town Meeting House,

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of both the Town and the Village, the parties hereto agree as follows:

1. The Town owns the Town Meeting House in Boothbay which is an historic building and agrees to permit the Village to move the House to its Route #27 Museum location to be restored and preserved with both parties having use of the restored House in the future.

2. The Village will assume the cost of relocating the Town Meeting House and will assume and pay for all restoration expense both interior and exterior. These obligations of the Village are contingent upon the Village being able to make satisfactory arrangements with the mover and any insurers.

3. The Town in conjunction with the Village, through a joint committee consisting of two Village Trustees, ^{or their agents, LAs} and two Town Selectmen, ^{or their agents, LAs} will jointly establish the form and design for interior and exterior renovation, with the general guideline being to meet nineteenth century appearances. The Village would reserve the right to make the final decision in the event of any disagreement between the Town and the Village due to costs.

4. The Town will continue to hold its Annual Town Meeting and Special Town Meetings and elections in the renovated Town Meeting House. These meetings and special public hearings will have priority use of the Meeting House and the Town will give the Village at least thirty (30) days written notice of such use. Summer meetings and hearings shall be held only in the evenings, and voting shall be held at times reasonably agreeable to both parties. Notwithstanding the foregoing, elections should be given an absolute priority to the extent that such priority is dictated by time constraints set forth by State Statute.

5. The Town's use of the Meeting House shall be free of charge except for heat and utilities relating to the actual time period of Town use. Village further agrees to make the Town Meeting House available year around for the use of civic and

private groups on the basis of fee and time schedules jointly agreed upon by Village officials and the Town's Selectmen. The Village will make the building available to the Town upon reasonable advance notice, subject to priority being given to previously scheduled events. The Village shall be permitted to lease/donate the use of the building for the use of the Village and for other functions and for other persons, groups, or entities, any income to be solely that of the Village. (Tentative)

6. Village agrees to locate the Town Meeting House on its premises at a location mutually acceptable to the Town and Village and reserve reasonable parking in an area convenient to said Meeting House for accomodation of people attending Town Meetings and other functions.

7. Village agrees to maintain, repair, heat, provide for all utilities, snow removal, parking lot maintenance and similar amenities during the term of this Agreement at the sole expense of Village and, in return therefor, Village is to have all income and profit from the use of the Meeting House.

8. Village will provide for liability insurance for use of the building in such amounts as Town and Village shall agree. Town will provide for hazard insurance for use of the building in such amount as may be necessary to replace the building in the utilitarian, but not antique, form existing before the hazard. In the event of total or such destruction of the building so as to render it no longer of antique value to the Village, the Town

agrees to remove the building from the property of the Village and this Agreement shall be null and void. The policies shall name Village as principal insured and name Town as co-insured and a policy shall be issued to the Town. In the event that Village, after notice, fails to insure the personal liability with regard to the Town Meeting House or fails to carry a policy with sufficient coverages, the Town may purchase such a policy at the expense of Village. All policies shall carry a ten (10) day notice of cancellation in favor of the Town.

9. This Agreement shall be for a term in perpetuity. In the event that Village shall sell, merge, close its business, become insolvent or bankrupt, or for any reason cease to exist, the Town Meeting House shall be set off to the Town for the sum of \$1. The consideration for transfer shall be the Town's ownership of the Town Meeting House. Thereafter the Town shall have one (1) year to remove the building from the premises at the Town's expense. In the event of a sale, merger, consolidation or similar transaction where Village is neither the surviving or resulting corporation, the successor Village shall have the option in the place and stead of a transfer to the Town of the Meeting House to provide for the continuation of this Agreement in perpetuity with such changes and modifications to this Agreement as shall be acceptable to the Town and to the successor Village.

10. It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent

jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which shall thereafter remain in full force and effect. If any court of competent jurisdiction shall determine that this Agreement is void because of the term of this Agreement or any form of violation of the Rule Against Perpetuities then the Town Meeting House described in paragraph 9 hereof shall immediately revert in the Town.

11. This Agreement shall be recorded in Lincoln County Registry of Deeds.

12. The agreements contained herein shall be deemed to be covenants running with the land of the Village as occupied by the Meeting House and parking facilities herein described and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. This Agreement may not be changed, modified or amended except by written agreement of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement by their duly authorized officers as of the day and year first above set out.

BOOTHBAY RAILWAY MUSEUM

By Chitney A. Rittall
Its President

INHABITANTS OF THE Town OF BOOTHBAY

By Henry C. Rowe
Its Chairman, Board of Selectmen

STATE OF MAINE
LINCOLN, SS.

, 1988

Personally appeared the above-named Chas. L. A. R. Hall
the President of Boothbay Railway Museum and
acknowledged the foregoing Lease Agreement to be his free act and
deed in his said capacity and the free act and deed of Boothbay
Railway Museum.

Before me, Bernice M. Spring
Notary Public
~~Attorney at Law~~

STATE OF MAINE
LINCOLN, SS.

December 28, 1988

Personally appeared the above-named Henry C. Rowe
the Chairman - Board of Selectmen of the Town of Boothbay and acknowledged
the foregoing Lease Agreement to be his free act and deed in his
said capacity and the free act and deed of Town of Boothbay.

Before me, Bernice M. Spring
Notary Public
~~Attorney at Law~~

LEASE AGREEMENT BETWEEN

TOWN OF BOOTHBAY

AND

BOOTHBAY RAILWAY VILLAGE

BOOTHBAY TOWN HALL