



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 28th, 2018
7:00 PM
Agenda

1. **Pledge of Allegiance**

2. **Public Hearing**

3. **Public Comment**

4. **Approve Minutes- November 14th, 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**

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

Board of Selectmen

Charles R. Cunningham -
Chairman
Steven Lewis – Vice Chairman
Dale Harmon
Kristina Ford
Michael Tomacelli

Town Manager

Daniel Bryer Jr.



**Town of Boothbay
Board of Selectmen Meeting
Wednesday, November 14, 2018
7:00 PM
MINUTES**

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

Pledge of Allegiance:

Public Hearing: None scheduled

Public Comment: Pete Yesmentes said at the last meeting he had asked for a meeting with the Board and the Harbor Master and he would like the date, time and place of that meeting. Chuck Cunningham asked him if he had been to the Port Committee yet as that is who he should be talking to. It was explained to Mr. Yesmentes that the Port Committee only meets if it has business to discuss similar to the Board of Appeals, both boards can go years without meeting if there is no business to go before them. Dan Bryer explained that a meeting of the Port Committee needs to be requested through Pete Ripley, the Harbor Master and he agreed to contact the Port Committee for Mr. Yesmentes and request a meeting. Mr. Yesmentes was advised that if he was not happy with the Port Committees decision after meeting with them, he could request to take their decision to the Board of Appeals. Mr. Yesmentes is asking for mooring location, owner's names and phone numbers to be made public knowledge and to change some of the Harbor Ordinances.

Approve Minutes: Dale Harmon made a motion to approve the minutes with two amendments (1, on page 2 under new business, last paragraph change "what is Maine Health to What Maine Health is" and 2. Same paragraph change "involved one corporation to into one corporation" and Mike Tomacelli seconded the motion. Vote: 3-0 in favor.

Reports:

Town Office Reports – The Public Works is working on putting up the Christmas lights. They will be ready for Thursday night and the upcoming storm. Dan Bryer reminded residents that they are allowed a couple of buckets of sand if they need them, some is left outside for that purpose. There has been another request to use the light poles for banners – for the Boothbay lights. The Code Enforcement Office is busy with a variety of different permit request. The Business Office is relatively quit following the election. There was a good group of people working the election and they did a good job.

BOS Action Items – Dan Bryer said there was nothing new to report on these items.

Pending BOS Action Items – Dan Bryer said there was nothing new to report on these items.

Old Business: Broadband Grant discussion regarding potential committee structure – This item will be tabled until the next meeting.

New Business: Discussion re: Boothbay Railway Village possible floor reconstruction project for the Town Hall – No one was present to discuss this item so it will be moved to discuss at the next meeting.

Public Comment: Frank Fasset said the Boothbay Brewery now has 3 electric vehicle charging stations and might be a good resource for the Town to Talk to if they receive the grant to get one.

Review Warrants and sign: Dale Harmon made a motion to review the warrants and sign them and Mike Tomacelli seconded the motion. Vote: 3-0 in favor.

Adjourn meeting: At 7:35 Dale Harmon made a motion to adjourn the meeting and Mike Tomacelli seconded the motion. Vote: 3-0 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, LRS} and two Town Selectmen, ^{or their agents, LRS} 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 Chitling A. Pittall
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 Ch. T. Lay A. R. T. II
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

October 19, 2018

RE: Raising the Floor for Minimum/Low Receivership School Districts

We are writing to let you know about the Raise the Floor Coalition, which has been formed to draft and promote legislation to make school funding more equitable by ensuring more state subsidy for so-called "minimum receiver" municipalities. We are asking that your town and/or school unit join others around the state in supporting this important endeavor.

The Coalition has a collective mission to create a more equitable school funding model. Through our proposed legislation, school districts would either receive funding through the EPS formula or 15% of average per pupil costs, whichever amount is higher. This proposal will not take dollars away from any school unit or town in the state.

The Coalition is asking those interested in participating in this effort to contribute \$5 per pupil, with a minimum contribution amount of \$1,000 and a maximum amount of \$15,000. Funds raised will go toward a legislative campaign to be directed by the Augusta firm of Preti Flaherty, as well as associated expenses. Our goal is to raise \$50,000 by November 1, 2018. Any funds that remain unspent after the effort is concluded will be returned to participants in keeping with their pro rata contributions. All contributing entities will have a seat at the table during meetings of the Coalition, and will have the ability to advocate for their municipalities and otherwise participate in and assist with the direction of this campaign.

If your municipality or school unit is interested in participating in this campaign and funding effort, please let us know at your earliest convenience and we would be happy to answer any of your questions. Checks issued toward this effort should be sent to Preti Flaherty, attn.: Daniel Walker, Esq., at 45 Memorial Circle, Augusta, ME 04330, and questions may be directed to Daniel Walker, dwalker@preti.com; Kristin Collins, kcollins@preti.com; or Mark Robinson, Fayette Town Manager, fayette@myfairpoint.net.

Thank you.

Daniel Walker, Esquire

Kristin Collins, Esquire

§15689. Adjustments to state share of total allocation

Beginning July 1, 2005, adjustments to the state share of the total allocation must be made as set out in this section. [2003, c. 712, §17 (NEW).]

1. Minimum state allocation. Each school administrative unit must be guaranteed a minimum state share of its total allocation that is an amount equal to the greater of the following: These funds must be an adjustment to the school administrative unit's state and local allocation after the state and local allocation has been adjusted for debt service pursuant to subsection 2. Beginning July 1, 2007, these funds must be an adjustment to the school administrative unit's state and local allocation in addition to the state and local allocation that has been adjusted for debt service pursuant to subsection 2.

A. The sum of the following calculations:

- (1) Multiplying 15% of each school administrative unit's essential programs and services per-pupil elementary rate by the average number of resident kindergarten to grade 8 pupils as determined under section 15674, subsection 1, paragraph C, subparagraph (1); and
- (2) Multiplying 15% of each school administrative unit's essential programs and services per-pupil secondary rate by the average number of resident grade 9 to grade 12 pupils as determined under section 15674, subsection 1, paragraph C, subparagraph (1); and [2017, c. 284, Pt. C, §49 (AMD).]

B. The school administrative unit's special education costs as calculated pursuant to section 15681-A, subsection 2 multiplied by the following transition percentages:

- (1) In fiscal year 2005-06, 84%;
- (2) In fiscal year 2006-07, 84%;
- (3) In fiscal year 2007-08, 84%;
- (4) In fiscal year 2008-09, 45%;
- (5) In fiscal year 2009-10, 40% including funds provided under Title XIV of the State Fiscal Stabilization Fund of the American Recovery and Reinvestment Act of 2009;
- (6) In fiscal year 2010-11, 35% including funds provided under Title XIV of the State Fiscal Stabilization Fund of the American Recovery and Reinvestment Act of 2009;
- (7) In fiscal year 2011-12, 30%;
- (8) In fiscal year 2012-13, 30%;
- (9) In fiscal year 2013-14, 35%;
- (10) In fiscal year 2014-15, 30%;
- (11) In fiscal year 2015-16, 30%;
- (12) In fiscal year 2016-17, 30%;
- (13) In fiscal year 2017-18, 33%;
- (14) In fiscal year 2018-19, 40%;
- (15) In fiscal year 2019-20, 45%; and
- (16) In fiscal year 2020-21 and succeeding years, 50%. [2017, c. 284, Pt. C, §50 (AMD).]

Deleted: §

1-A. Adjustments to state contributions to member municipalities in certain school districts.

[2011, c. 380, Pt. C, §5 (RP) .] (to be replaced with the following:)

A member municipality of a school administrative unit shall be guaranteed a minimum state contribution of 15% of the essential programs and services per pupil total as calculated by subsection 1, paragraph A for that municipality, and the total allocation to the school administrative unit shall be adjusted accordingly.

REMAINDER OF SECTION 15689 TO BE UNCHANGED.

Deleted: 1

13473125.1

**A RESOLUTION OF THE
BOARD OF SELECTMEN
Town of Fayette, Maine**

Whereas there is a law that requires educational services to adequately meet the needs of every child and Fayette is a community that takes pride in providing excellent school services as well as encouraging all families that locate in Fayette to best advance the interests of their kids.

Whereas there is a method to fund education with State resources, which is named the Essential Program and Services (EPS) funding formula, that has a goal of focusing State funding to school districts equitably through the State so that school districts can assure that basic State defined measures of education are delivered to all Maine children regardless of where they live. It is also recognized that not all towns are treated with fiscal equitability by the current State funding methodology.

Be it therefore recognized that there is an increase in local financial burden for those communities that are characterized as low to minimal receivers and a new separate source of State funding should be considered for all school districts and towns that receive less than 15% funding of the total EPS expenditure allocation as determined by its annual ED279 reporting calculation.

Be it therefore resolved that a separate second tier of state funding be established in the biannual budget of the State of Maine that serves to sustain and raise, or create, the minimal floor of funding to 15% for all districts that fall below the 15% funding threshold as measured by the EPS funding formula.

BE IT FURTHER RESOLVED, The Town of Fayette supports the legislative effort purposed to Raise The Floor for all low and minimal receivership districts.

IN WITNESS WHEREOF, We have here unto set our hands and caused the Seal of the Town of Fayette, Maine to be affixed at Fayette, Maine this 24th day of September 2018.

Fayette Board of Selectmen of the Town of Fayette, Maine

Jon Beekman, Chair

Nancy Cronin, Vice Chair

Joseph Young

Lacy Badeau

Berndt Graf

Raise the Floor

**A CAMPAIGN TO
PROVIDE EQUITY IN
SCHOOL FUNDING**

■ THE FACTS

- The Essential Programs and Services (EPS) formula for educational funding establishes a minimal state subsidy toward the educational costs of municipalities that are considered to have sufficient property tax resources.

- In practice, the EPS formula places a disproportionately high financial burden on towns with waterfront or industrial properties that drive up the property tax base.
- Measuring a towns ability to pay for education by evaluating only property values yet not taking into consideration such factors as age of population and median income sets many towns up to fail.
- The current system relies on a faulty assumption that sets some towns up to shoulder a high tax burden in order to fully fund the high costs of education.

- Minimum receiver communities receive an offset of their special education costs but nothing towards educating their children
- Current state funding in low receiver communities ranges from approximately 3% to 15% of total EPS educational costs. Many municipalities receive from 30% to 75% of their educational costs from the State. This is out of balance compared to the relatively small differences in per capita income between communities.

THE CAMPAIGN

- Moving forward from grassroots efforts by the Town of Fayette, the law and lobbying firm of Preti Flaherty has been engaged to seek legislation, starting in the fall of 2018, to “raise the floor” by increasing the minimum subsidy available to all towns.

- The legislative effort will be directed by a coalition of interested towns willing to engage in and fund the campaign.
- The campaign seeks to implement a minimum state subsidy of 15% of the total EPS cost per pupil. This would amount to an approximate \$22 million increase in the general fund.

- The minimum subsidy would not take away from any educational funding available to municipalities that are not minimum receivers. It would require a \$22 million increase in general fund appropriations that would be allocated to provide for the increased subsidy. This money would be on top of, not in place of, money already available to schools.

- The campaign would not change the Essential Programs and Services formula in any way. It would simply provide a backstop to ensure that formula does not result in towns getting less than 15% of their educational costs from the state.

- The Coalition is asking new members to contribute \$5 per pupil towards the campaign.
- This amount is very modest in terms of the gains that would be realized by minimum receiver towns if we are able to successfully pass the legislation sought.

CONTACT

- Dan Walker or Kristin Collins,
Attorneys at Preti Flaherty, 623-5300;
dwalker@preti.com;
kcollins@preti.com
- Mark Robinson, Manager, Town of
Fayette, 685-4373;
Fayette@myfairpoint.net

RTF Questions and Answers

- What is the history of the Raise the Floor initiative (scope of efforts)? And what work has been already done with the lobbyist? To date all the work done has been focused on researching the plight and issue of low receiverships and vetting a concept that would bring a form of equity to the funding process. We had our first organizational meeting at Preti last August just over 1 year ago that led to the outreach effort in March and subsequent outreach events held in Blue Hill, Damariscotta and Wells.

. What is the specific plan for pursuing legislative support for increasing funding for minimum receiving school districts?

We are waiting for sufficient contributions to begin the lobbying work. At this point, we have studied the issue, are working to coordinate the towns and school units and identify who will serve as spokespeople for the effort. Once the election occurs, we will identify one or more sponsors.

Past efforts haven't yielded movement on this very issue. What's different this time?

The basis of confidence lies in the fact that this approach worked successfully the last time we applied it and protected over 8 million is subsidy for those of us that defied the mandate to consolidate in 2008-9. This is an easier ask given it is serving a significant number of municipalities and unlike 2008 we are not competing for EPS dollars. To our knowledge there has never been a proposal in the Legislature to create a new minimum for minimum receivers, as we are attempting to do. Some differences this time are a new governor, a surplus, recent endeavors to improve state contributions (which does not help minimum receivers and actually exacerbates the inequities), and clear language that won't take away from any other school unit.

. Do you have any other entities supporting this initiative beyond School Districts? The bulk of the response is from municipalities working jointly with their respective districts. Once we have more fully developed the coalition (about a month from now), we will be approaching MSMA, Superintendents' Association, Principals' Association and MMA to request their support and educate the difference of this approach and why it should not be perceived as a threat to their current funding.

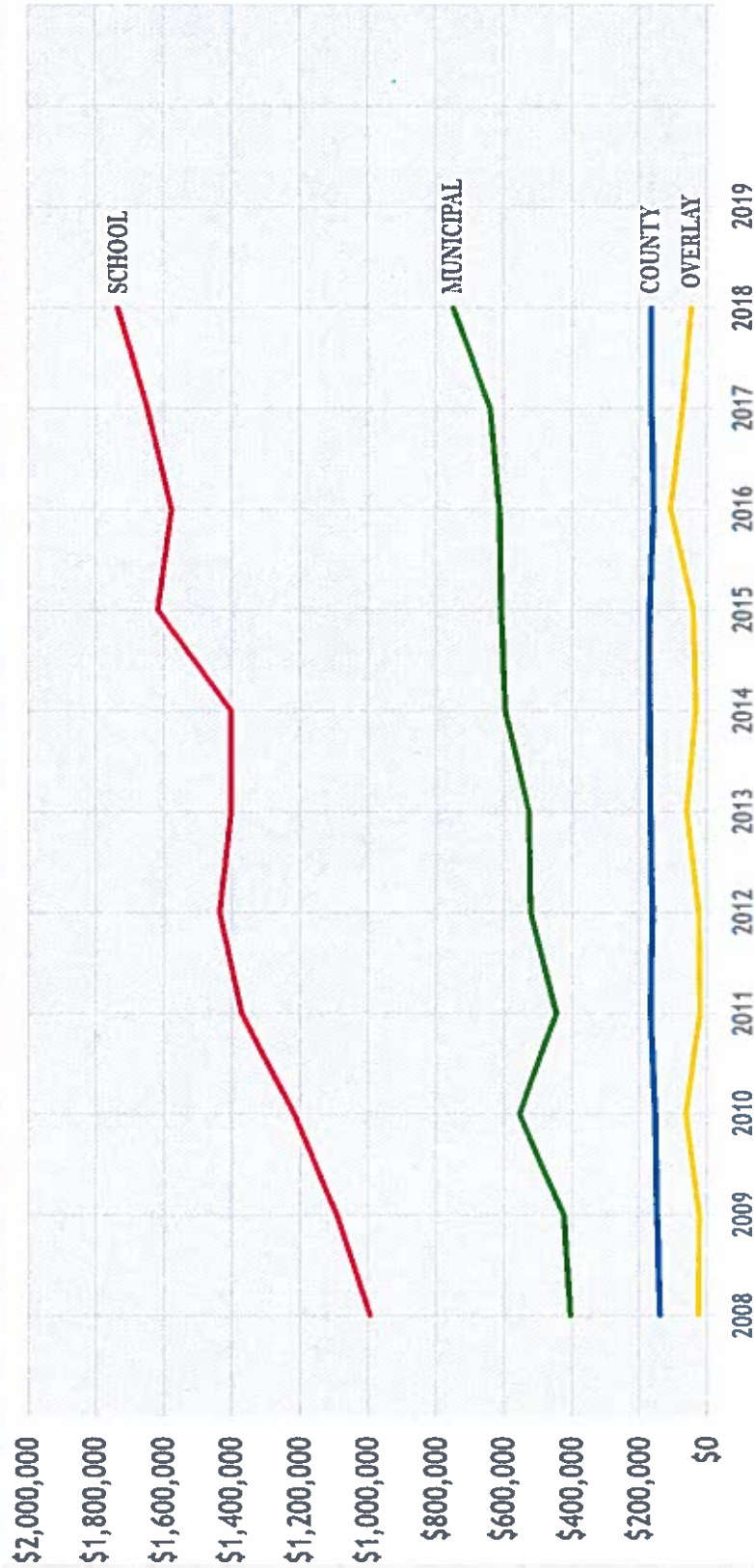
Whereas there is a law that requires educational services to adequately meet the needs of every child and Andover is a community that takes pride in providing excellent school services as well as encouraging all families that locate in Andover to best advance the interests of their kids.

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Be it therefore recognized that there is an increase in local financial burden for those communities that are characterized as low to minimal receivers and a new separate source of State funding should be considered for all school districts and towns that receive less than 15% funding of the total EPS expenditure allocation as determined by its annual ED279 reporting calculation.

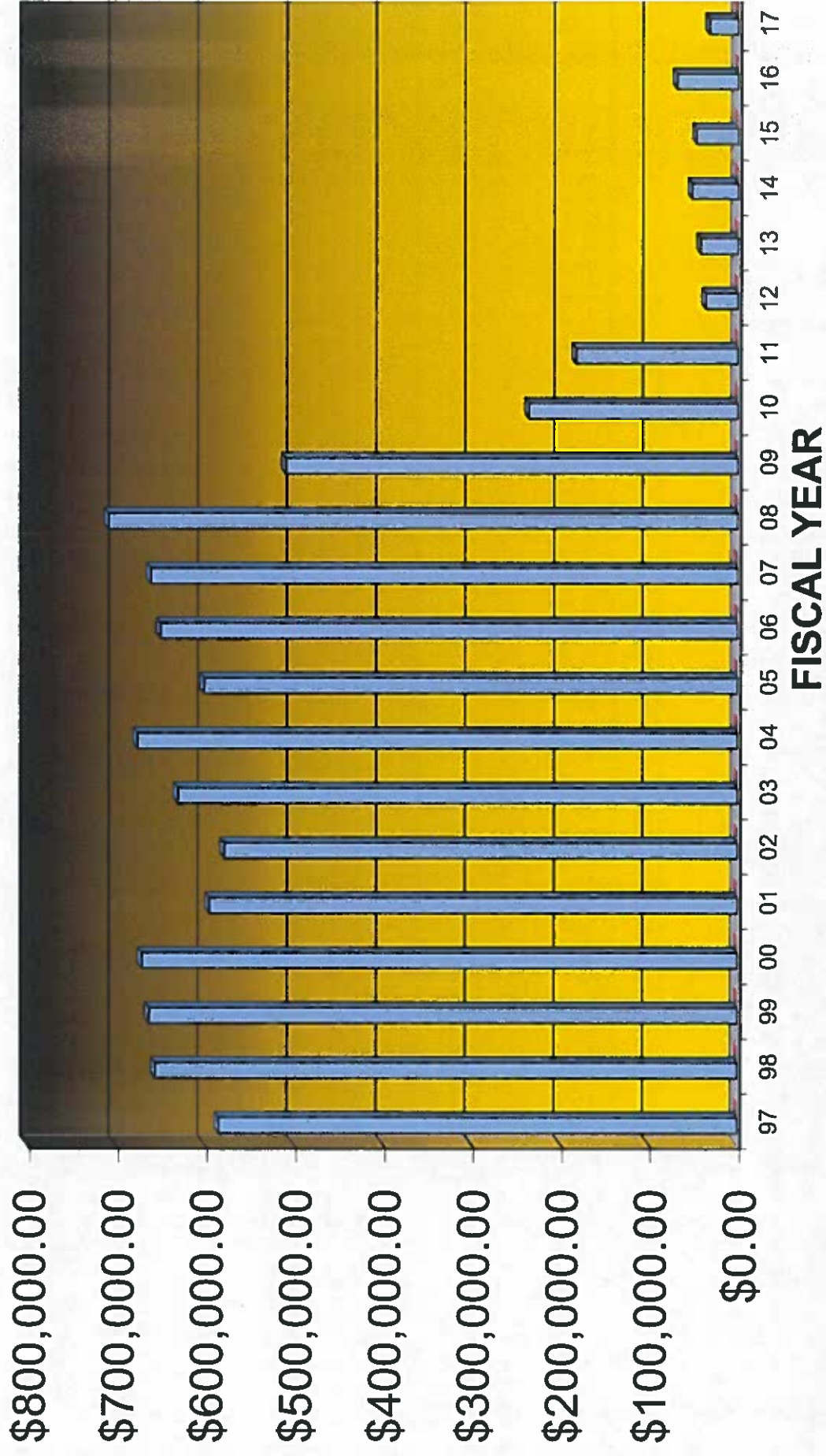
Be it therefore resolved that a separate second tier of state funding be established in the biannual budget of the State of Maine that serves to sustain and raise, or create, the minimal floor of funding to 15% for all districts that fall below the 15% funding threshold as measured by the EPS funding formula.

LOCAL TAX REQUIRED SINCE THE 2007 REVALUATION DATA FROM THE ANNUAL TAX CERTIFICATE



FISCAL YEAR	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
COUNTY	\$137,779	\$146,315	\$152,801	\$164,812	\$160,292	\$166,414	\$168,456	\$169,146	\$156,390	\$162,691	\$163,323			
MUNICIPAL	\$404,280	\$423,774	\$553,682	\$445,028	\$519,229	\$525,992	\$595,271	\$606,668	\$611,672	\$638,271	\$749,433			
SCHOOL	\$992,055	\$1,090,205	\$1,215,402	\$1,369,480	\$1,434,101	\$1,400,361	\$1,400,361	\$1,618,557	\$1,576,737	\$1,648,324	\$1,733,870			
OVERLAY	\$22,729	\$20,667	\$60,475	\$18,641	\$22,529	\$58,032	\$31,315	\$38,107	\$106,249	\$70,830	\$44,667			

22 YEAR EDUCATION STATE SUBSIDY HISTORY FOR FAYETTE



The State has recognized the burdens caused by the minimal receiver designation.

A report commissioned in 2013 stated that “Using property values as the only measure for a district’s ability to pay can be problematic because property values alone do not accurately measure the current ability of a property owner to pay the tax imposed.” The same report suggested possible ways to fix the disparity, but the Legislature has yet to propose any of them. We simply need to encourage the State to now take action to solve these undisputed problems.

Thank you for your consideration