

BRUNSWICK TOWN COUNCIL
Special Meeting
AGENDA
June 25, 2009
5:00 P.M.
Old Times Record Building
6 Industry Road

Pledge of Allegiance

Roll Call

ACTION ITEMS:

102. The Town Council will consider approving the final draft of the lease agreement with JHR Development that would result in the Town being the Master Tenant of space in Building #3 at Maine Street Station, and will take any appropriate action. (Councilor Knight, Councilor Atwood and Councilor Tucker)

ACTION

103. The Town Council will consider nominations for MMA Vice President and Executive Committee Members, and will take any appropriate action. (Manager)

ACTION

104. The Town Council will consider adopting a resolution authorizing the transfer of funds between municipal offices, departments and agencies, and will take any appropriate action. (Manager)

ACTION

105. The Town Council will consider adopting a resolution authorizing the over-expenditure of certain accounts for the fiscal year ending June 30, 2009, and will take any appropriate action. (Manager)

ACTION

106. The Town Council will consider any other action necessary to close the 2008-2009 fiscal year, and will take any appropriate action. (Manager)

ACTION

Executive Session: Personnel Matter Per 1 M.R.S.A. § 405(6)(A)

**INDIVIDUALS NEEDING AUXILIARY AIDS FOR EFFECTIVE
COMMUNICATION SHOULD CONTACT THE OFFICE OF THE TOWN
MANAGER AT 207-725-6659 or 207-725-5521 TDD**

**Brunswick Town Council
Special Meeting Agenda
June 25, 2009
Council Notes and Suggested Motions**

ACTION ITEMS:

102. This item comes back to the Council with a few changes based on the questions put forth by the Council at your last meeting, where you approved the concept of this lease. Manager Brown will summarize any changes at your meeting. A copy of the revised lease dated June 19, 2009, is included in your packet.

Suggested Motion:

Motion to approve the attached Maine Street Station Standard Lease Agreement between JHR Development of Maine Phase I, LLC and the Town of Brunswick, Maine.

103. This item is the annual vote on the MMA Executive Committee and MMA Vice President. If the Council wishes to nominate someone other than the two names presented by the MMA Nominating Committee, the attached petition must be returned by July 6, which is why we bring this item to you now. Copies of the information on the Nominations and the process are included in your packet.

Suggested Motions:

Motion to support Mark Green as MMA Vice President and Matthew Arnett as a MMA Executive Committee Member.

OR

Motion to nominate the following person(s) _____ as MMA Vice President and/or MMA Executive Committee Member and complete the required Petition.

104. This item is to adopt a resolution authorizing the transfer of funds between municipal offices, departments and agencies. A copy of the resolution is included in your packet.

Suggested Motion:

Motion to adopt the Resolution Authorizing The Transfer Of Funds Between Municipal Offices, Departments And Agencies.

105. This item is to adopt a resolution authorizing the over-expenditure of certain accounts for the fiscal year ending June 30, 2009. A copy of the resolution is included in your packet.

Suggested Motion:

Motion to adopt a Resolution Authorizing The Over Expenditure Of Certain Accounts For The Fiscal Year Ending June 30, 2009.

106. This item is a place holder for any additional items that may come up between the time the agenda is sent and the meeting is held.

Suggested Motion: None at this time.

Executive Session: Personnel Matter Per 1 M.R.S.A. § 405(6)(A)

Suggested Motion:

Motion to go into executive session to discuss a personnel matter per 1 M.R.S.A. § 405(6)(A).

Motion to adjourn.

ITEM 102

BACK UP MATERIALS

FINAL VERSION 6/19/09

**MAINE STREET STATION
BRUNSWICK, MAINE**

STANDARD LEASE

Between

JHR DEVELOPMENT OF MAINE PHASE I, LLC
as Landlord

and

TOWN OF BRUNSWICK
as Tenant

JHR DEVELOPMENT OF MAINE PHASE I, LLC
Lease to
TOWN OF BRUNSWICK

Maine Street Station
Brunswick, Maine

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Exhibit “A” - Plan

Exhibit “B” - Description of Tenant’s Work

Exhibit “C” – Description of Landlord’s Work

INDENTURE OF LEASE

THIS INDENTURE OF LEASE MADE as of the ____ day of _____ 2009, by and between JHR Development of Maine Phase I, LLC, a Delaware limited liability company, having a mailing address of 40 South Street, Suite 305, Marblehead, Massachusetts 01945 (hereinafter referred to as "Landlord"), and Town of Brunswick, a Maine municipal corporation having a mailing address of 28 Federal Street, Brunswick, Maine 04011 (hereinafter referred to as "Tenant").

WITNESSETH:

Article I Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, the portions of the building (which portions are sometimes hereinafter collectively referred to as the "**Premises**") shown as Unit 301(B) on **Exhibit "A"** hereto annexed and made a part hereof containing approximately 2,125 square feet of floor area on the ground level all as shown on Exhibit "A" annexed hereto, in the building identified as Building 3, Station Avenue, Brunswick, Maine (the "Building"). The Building is located on a tract of land in Brunswick, Cumberland County, Maine now known and numbered as Building Three. Tenant acknowledges that the Building is part of a larger project which, when completed, will include additional buildings, together with common areas and facilities, and parking areas located as shown on the Site Plan recorded in the Cumberland County Registry of Deeds at Plan Book 209, Page 123, which common areas will be open to Tenants, invitees and customers (collectively, such project, "**Maine Street Station**"). Tenant and its subtenants, assigns and invitees shall additionally have the right to use, in common with other tenants of Maine Street Station, the other parking and loading areas, bicycle racks, driveways, sidewalks and easements of Maine Street Station as they are completed and exist from time to time. The foregoing rights shall be in addition to and not in lieu of the rights, easements and privileges of the Tenant and its invitees and the public pursuant to certain easement agreement(s) granted by or to be granted by Landlord to the Town of Brunswick respecting the Maine Street Station property for train platform access and other rights in the Maine Street Station.

Excepting and reserving to Landlord the exterior walls of the Building of which the Premises are a part; and further reserving to Landlord the right to place in the Premises (in such manner as to reduce to a minimum the interference with Tenant's use of the Premises) utility lines, pipes, and the like, to serve premises other than the Premises, and to replace, maintain, and repair such utility lines, pipes and the like, in, over and upon the Premises as may have been previously installed in the Building.

Article II Term of Lease

Section 1. TO HAVE AND TO HOLD the Premises unto Tenant for the term of Sixty (60) calendar months (plus the partial month, if any) immediately following the commencement of the term hereof (the "Original Term").

Section 2. A. The term hereof shall commence on the later of (i) **October 1, 2009** or (ii) the date the Certificate of Occupancy is issued for the space and all of Landlord's Work (as that term is defined below) is complete (other than minor punch list items that do not interfere with Tenant's occupancy or work) and all appurtenant parking areas and necessary accesses and access ways for Building Three have been completed and are useable by Tenant and its invitees and the Current SNDA (as that term is defined in section 15 of Article XVII) is fully executed and delivered (the "**Commencement Date**"); and the term hereof shall end on the last day of the Sixtieth (60th) calendar month (exclusive of such partial month, if any) after such Commencement Date. The parties hereto agree, upon demand of the other, to execute a written declaration expressing the commencement and termination dates of the term hereof when the commencement date has been determined. Provided, that in the event that the Commencement Date does not occur on or before **December 31, 2009** for any reason, Tenant may at any time thereafter elect to terminate this Lease by sixty (60) days written notice to Landlord. This lease shall terminate upon such 60th day after the termination notice and all amounts paid by Tenant hereunder shall be immediately

refunded to Tenant unless Landlord cures and the Commencement Date occurs prior to that date, in which case this termination right shall cease and this lease shall continue in full force and effect.

Section 3. Tenant, prior to the commencement of the term hereof, shall be permitted to install fixtures and other equipment, and do other work, provided, however, that such activities of Tenant shall not interfere with other activities of Landlord in the Premises and in the Building. All such work shall be done in a good and workmanlike manner and in compliance with all applicable laws and codes and in full compliance with plans and specifications therefore which shall have been first approved by Landlord (such approval not to be unreasonably withheld), and otherwise in compliance with this lease, including without limitation, the provisions of Exhibit "B" hereto. All contractors performing such work shall first have been approved by Landlord, such approval not to be unreasonably withheld.

Article II-A

Option to Extend

Section 1. Provided that (i) Tenant has not assigned the Lease, then Tenant has the right to extend the Term of the Lease for THREE (3) five (5) year periods (each an "Extension Period") at a Fixed Annual Rent equal to the Market Rent, as hereafter defined; otherwise on the same terms and conditions as this Lease, except that there shall be no further rights to extend the Term. Tenant shall exercise the option for each Extension Period by written notice to Landlord not less than nine (9) months before the then expiration of the Term, subject to the further provisions of this Section. At Landlord's option, Tenant's exercise of the option shall be effective only if, at the time of the notice and upon the effective date of the Extension Period, there is no Event of Default.

"Market Rent" shall be determined as of the commencement of any Extension Period at the then current rentals being charged to new or renewal tenants for comparable space in comparable buildings located in the Brunswick area, taking into account and giving effect to, in determining comparability, without limitation, such considerations as age, size, location, lease term and amenities of the Building and Maine Street Station. No provision of the Lease other than (i) the Fixed Rent shall be modified and (ii) Tenant shall be responsible during the Extension Period(s) for its prorata share of operating expenses and real estate taxes on the same basis as other Tenants in the Maine Street Station facility (and the parties agree upon exercise of an Extension Period upon the request of the other to amend the lease to add provisions to account for the addition of operating expense and taxes obligations as aforesaid).

Tenant shall have twenty (20) days after receipt of Landlord's notice of Market Rent (which as to any extension period, shall be given on or about twelve (12) months prior to the expiration of the then current Term) to notify Landlord that Tenant is contesting same. Tenant's failure to so notify Landlord within such twenty (20) day period shall be deemed an acceptance of the Market Rent set forth in Landlord's notice and a waiver of Tenant's right to contest Landlord's determination of Market Rent. If Tenant timely contests Landlord's determination of Market Rent, then the parties shall have thirty (30) days after Landlord receives Tenant's notice of contest in accordance herewith in which to agree on the Market Rent for the Extension Period.

Section 2. If the parties are unable to agree on the Market Rent within the thirty (30) day period, then, within ten (10) days after the expiration of that period, each party, at its cost and by giving written notice to the other party, shall appoint a qualified M.A.I. (or successor professional organization) real estate appraiser with at least 5 years' full-time commercial appraisal experience in the Brunswick area to appraise and set the Market Rent for the Premises in accordance with the foregoing criteria. If a party does not appoint such an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Market Rent for the Premises. The two appraisers appointed by the parties as stated in this paragraph shall meet promptly and attempt to establish the Market Rent for the Premises. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the Market Rent. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' notice to the other party, can appeal to the Appraisal Institute (or successor professional organization) for the selection of a third appraiser who meets the qualifications stated in this paragraph.

Each of the parties shall bear one-half (1/2) of the cost of appointing and paying the fee of the third appraiser. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Market Rent for the Premises. If a majority of the appraisers are unable to set the Market Rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the Market Rent for the Premises.

If, however, the low appraisal and/or the high appraisal are more than ten (10%) percent lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the Market Rent for the Premises. If both the low appraisal and the high appraisal are disregarded as stated in this paragraph, the middle appraisal shall be the Market Rent of the Premises.

Section 3. Upon the determination of Market Rent, then, upon request of either party, Landlord and Tenant shall execute an amendment to this Lease reflecting the revised Fixed Rent and Tenant's share of operating expenses and taxes, provided, however, this Lease shall automatically be deemed amended upon the determination of Market Rent, irrespective of the execution of such a Lease Amendment.

Section 4. In order to prevent the inadvertent failure of Tenant to exercise any of the aforesaid options of extension within the time specified above, it is agreed that Tenant's option to extend in each instance shall continue for a period of twenty (20) days after receipt of written notice from Landlord pointing out to Tenant that the election to extend, or to further extend, as the case may be, has not been exercised; but if Tenant does not send written notice of such election to Landlord within said twenty (20) day period, Tenant's option of extension shall cease and terminate. If Landlord fails to give Tenant such written notice prior to the expiration of the original term hereof, or of any extension period, as the case may be, Tenant shall be entitled to remain in possession of the Premises in accordance with the then-applicable terms and conditions of this Lease. If Landlord then gives Tenant such written notice, and Tenant elects to extend, the effective date of such extension shall be retroactive to the expiration of the Original Term hereof or to the relevant Extension Period, whichever is appropriate. The "Market Rent" as determined above, shall, similarly, be payable retroactively from the beginning of the relevant Extension Period.

Article III Rent

Section 1. Rent.

As payment in full of Fixed Rent and Additional Rent for the Original Term, as the terms are used throughout this Lease, Tenant shall pay one lump sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) ("**Rent Prepayment**"). Such Rent Prepayment amount shall be delivered on or prior to **June 30, 2009** to Monument Title Company, 100 Middle Street (an affiliate of Tenant's lawyers, Bernstein, Shur) to be held in escrow in an interest-bearing account (interest to accrue to the ultimate recipient of the funds) pending the determination of the Commencement Date or termination of this lease. Upon the determination of the Commencement Date, the Escrow Agent shall release the Rent Prepayment to Landlord at its mailing address. If this lease is terminated for any reason prior to the Commencement Date and after opportunity to cure, the Rent Prepayment shall be returned to Tenant. The parties agree to enter into a customary escrow agreement upon the request of Escrow Agent and Escrow Agent's obligations are subject to and conditioned upon such escrow agreement being executed and delivered by Landlord and Tenant. The Tenant shall not be responsible for and shall not during the Original Term be responsible to pay any Fixed Rent, Additional Rent, Operating Expenses, pro-rata share of taxes or any other operating costs paid by other tenants because of its one time, lump sum payment of the Rent Prepayment in advance.

Section 2. Additional Rent. N/A.

Section 3. Operating Expenses Defined. (Omitted.)

Section 4. Late Payment of Rent. (Omitted.)

Article IV
Relationship Between Landlord and Tenant

Section 1. It is understood and agreed that Landlord shall in no event be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

Article V
Taxes

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Building of which the Premises are a part and all of the land area under and surrounding the Building owned by Landlord or its affiliates constituting a part of Maine Street Station, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments or other charges on the same which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Maine so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in said Premises, and Tenant shall pay all license fees which may lawfully be imposed upon the business of Tenant conducted upon the Premises.

Article VI
Utilities

Section 1. Tenant shall pay for all of its requirements for electricity, gas, steam, water, sewer charges, to the extent separately metered for Tenant's use. All other utilities shall be included in Operating Expenses and shall be considered satisfied pursuant to ARTICLE III hereof.

Article VII
Construction

Section 1. Landlord's Work.

Landlord shall construct and deliver the Premises in 'vanilla shell' condition in accordance with Landlord's building standard specifications, pursuant to **Exhibit C**, attached as the same may be updated by mutual agreement of the parties (the "**Specifications**"), such work to be performed at Landlord's sole cost and expense. All such work shall be performed in a good and workmanlike manner, using new materials, in accordance with the Specifications, and shall otherwise obtain all required and necessary permits, approvals and comply with all requirements, laws, ordinances and regulations applicable thereto necessary or desirable to complete construction and installation of the improvements, installations, finishes and the like described on said Exhibit C (the "**Landlord's Work**"). Landlord shall use its best efforts to complete the Landlord's Work within 120 days after the date of full execution of this lease. Tenant covenants to reasonably cooperate with Landlord to promote the efficient and expeditious completion of Landlord's work. The design and construction of Landlord's Work shall conform to the requirements of applicable building, plumbing, electrical and fire codes and applicable laws, orders and regulations of any governmental authority having jurisdiction over same. Landlord agrees after completion of Landlord's Work to promptly correct any "punch list" items reasonably identified by Tenant and to otherwise correct any defects in workmanship, labor or materials that are reasonably identified by Tenant. In no event shall Tenant be liable to perform any work or make any improvements that are part of Landlord's Work or are part of Landlord's punch list

obligations or maintenance obligations under the Lease, including without limit any repairs or maintenance to structural portions of the Premises or Building.

Section 2. Tenant's Work.

After delivery of the Premises to Tenant, Tenant shall be responsible to equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall perform such work in accordance with the provisions of **Exhibit B** hereto. Tenant and its contractors shall comply fully with all construction rules and regulations which Landlord may establish from time to time by written notice to Tenant and, without limitation to Landlord's other rights and remedies provided under this lease, in the event of any failure by Tenant or its contractors to so comply fully, Landlord may charge Tenant an amount (currently established at \$200.00 per occurrence) for the purpose of defraying Landlord's administrative expenses relative to any such failure.

Article VIII

Use of Premises; Operational Covenants

Section 1. It is understood, and Tenant so agrees, that, during the term of this lease, the Premises shall be used and occupied by Tenant as a train and multi-modal transportation station, as well as a visitors center, and uses related or ancillary thereto (such as transportation vehicle rental operations and tourist promotion) and all related office and support operations, and in the event that the foregoing uses are not feasible or sufficient in the reasonable opinion of Tenant to fully occupy the Premises on a full-time basis, the Premises (or a portion thereof) may be used and occupied by Tenant for general office and/or retail use. The foregoing are the only permitted uses, and the Premises shall not be used for any other purpose or purposes without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 2. Tenant further agrees to conform to the following provisions during the entire term of this lease:

- (a) Tenant shall always conduct its operations in the Premises for the stated purposes unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld;
- (b) Tenant shall not use the pathways or sidewalks adjacent to the Premises or the Building or the recessed vestibules, if any, of the Premises for business purposes without the previous written consent of Landlord;
- (c) Tenant shall keep the display windows and/or storefront, if any, of the Premises clean. If Landlord gives notice to Tenant of any objection which Landlord may have to Tenant's displays in the windows and/or storefront, if any, of the Premises, then Tenant shall promptly alter such displays to comply with Landlord's objections;
- (d) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in covered bins, which cans shall be kept within the Premises at all times, and in no event stored outside of the same, except that Tenant shall have the right to use the dumpster in a location designated from time to time by Landlord;
- (e) Tenant shall not place on the exterior of the Premises and Building (including, but without limitation, windows, doors, storefront and entrance lobbies) any signs other than those in conformity with Landlord's sign criteria, and which shall first have been approved by Landlord, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord for approval, which approval shall not be unreasonably withheld, conditioned or delayed, provided such consent may be withheld in Landlord's reasonable discretion, if the requested signs deviate from Landlord's and the Town's standards. Tenant agrees that, within thirty (30) days after Landlord shall have approved signage, and at all times thereafter during the term of this lease, Tenant shall install and maintain such signs

as Landlord shall have so approved, which signs shall identify Tenant's operation in the Premises and shall be installed in such locations as shall have been designated by Landlord. Landlord acknowledges that given the nature of the Tenant's use of the Premises, there is need for prominent and visible signage identifying the operations at the Premises. Landlord and Tenant agree to work cooperatively on the design and location of such signage, including directional signs located elsewhere in the Maine Street Station property;

- (f) Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Building, or cause any offensive odors or loud noise, or constitute a nuisance or menace to any other occupant or other persons in the Building, and in no event shall any noises or odors be emitted from the Premises, except those announcements customary for a train station;
- (g) Tenant shall not use any portion of the Premises for storage or other services, except for its operations in the Premises;
- (h) Tenant agrees that it and its employees and others connected with Tenant's operations at the Premises will abide by all reasonable rules and regulations from time to time established by Landlord by written notice to Tenant with respect to the Building and Maine Street Station, including but not limited to reasonable rules and regulations relating to employee parking;
- (i) Tenant shall, in performing its obligations under this lease, comply with all applicable laws, rules, ordinances and regulations, including, without limitation, obtaining any and all permits necessary and proper in order to permit Tenant to use the Premises for the purposes set forth in this Article VIII, Section 1 hereinabove. Without limiting the generality of the foregoing, Tenant agrees that, as to Tenant's Work, Tenant shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and the regulations and Accessibility Guidelines for Buildings issued pursuant thereto; provided Landlord shall be responsible for the same as to Landlord's Work and the exterior of the Building and the Maine Street Station.
- (j) The Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Building and appurtenant land except as is reasonably necessary (e.g., cleaning supplies and supplies related to copiers, etc.) in its operations and in all cases, in compliance with all applicable laws, regulations and rules. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Building and appurtenant land by Tenant in connection with the Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. Nothing herein is intended to expand or create liability on the part of Tenant to any person (including the persons so indemnified) for claims from which Tenant is released, exempted and/or protected by Maine law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

Section 3. Landlord shall provide:

- (a) Access to the Building (6:00 a.m. to 11:00 p.m. each day) and at all other times Landlord and Tenant agree to provide limited access to the Building through mechanical systems so that Tenant can operate the space for the purposes stated;
- (b) Cleaning of the Premises. Landlord shall not be responsible for the removal of, and Tenant shall, at its own expense, remove Tenant's trash from the Premises to a common dumpster supplied by Landlord. Tenant shall be responsible for keeping the Premises in a neat and clean condition;
- (c) Hot and cold running water for washrooms and lavatories;
- (d) Electricity for normal lighting of the main lobby, elevators, stairs, washrooms, paths, walkways and parking areas, but not for the Premises;
- (e) Shoveling of snow and sanding of ice at the entry and sidewalks to the Building and paths and walkways in Maine Street Station and the parking areas and maintenance of landscaping and exterior areas of the Main Street Station in good, clean condition; and,
- (f) Display of Tenant's name or "Train Station" on the lobby directory as per the Building standard.

Article IX
Assignment and Subletting

Section 1. Notwithstanding any other provisions of this lease, the Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that there shall be no need for Landlord's consent for subleases to Brunswick Downtown Association (or to any governmental or quasi-governmental entity with authority to operate the Premises for the purposes contemplated hereby) and/or any end operators of any intermodal transportation-related operations (e.g., vehicle rental operations). Tenant shall provide Landlord with copies of any such subleases promptly once executed. Any sublease shall contain a provision confirming that the sublease is subject to and subordinate to this lease. Tenant acknowledges that Landlord will look to Tenant for any recourse hereunder, notwithstanding a sub-lease.

Section 2. In the event the Tenant seeks the Landlord's consent pursuant to this ARTICLE IX Section 2, the Tenant shall furnish the Landlord with such information regarding the prospective assignee or sublessee as the Landlord may require, including without limitation information regarding financial ability and business experience relating to the uses permitted hereunder. In any case as to any permitted sublease and where the Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. The provisions of this ARTICLE IX, Section 2 shall not, however, be applicable to an assignment of this lease by the Tenant to its wholly owned subsidiary or immediate controlling corporation (for such period of time as such corporation remains such a subsidiary or such a controlling corporation, respectively, it being agreed that the subsequent sale or transfer of stock resulting in a change in voting control, or any other transaction(s) having the overall effect that such corporation ceases to be such a subsidiary or such a controlling corporation, respectively, of the Tenant, shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this lease governed by the provisions of this ARTICLE IX, Section 2), provided (and it shall be a condition of the validity of any such assignment) that such wholly owned subsidiary or such immediate controlling corporation first agree directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the Premises only for the purposes specifically permitted under this lease and the covenant against

further assignment, but such assignment shall not relieve the Tenant herein named (or any of its successors or assigns permitted hereunder) of any of its obligations hereunder, and the Tenant shall remain fully liable therefore.

Article X Maintenance of Building, Etc.

Section 1. Other than as provided below in this Section, Landlord agrees to keep in good order, condition and repair, the roof, foundations and structural portions of the Premises (except glass and glass windows, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the Premises, but this paragraph is not intended to refer to damage by fire or other insured risk to the Premises, provision for which is hereafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the Premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Premises and every part thereof, including, without limitation, the storefront and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems and interior appliances serving the Premises. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the Premises and any part and portion thereof from time to time to assure that the same are kept in a first-class, tenantable and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the Premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in Article XIII hereof. Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the state of Maine and ordinances of the Town of Brunswick, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the Premises (except as initially required by the terms of Article VII of this lease) without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either Landlord or Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the Premises, and at the termination of this lease shall be surrendered with the premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the Premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the Premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In no event shall Tenant be entitled to remove any heating, ventilating, or air-conditioning equipment.

Article XI Landlord's Access to Premises

Section 1. Landlord and his designees shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or making repairs to the same. Except in case of emergency, Landlord shall enter the Premises only during business hours and after prior notice which is reasonable under the circumstances, 24-hour notice being considered reasonable; provided, however, Landlord agrees to use commercially reasonable efforts to minimize disruption and disturbance of Tenant's operations at the Premises in any entry into the Premises. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable

dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Article XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.

Article XII Tenant's Insurance

Section 1. Tenant shall maintain coverage for personal injury liability and/or property damage liability with limits equal to the statutory liability limit for damage claims against governmental entities and/or their employees (currently \$400,000) per occurrence for damage claims permitted under the provisions of the Maine Tort Claims Act and \$1,000,000 per occurrence for actions outside the Maine Tort Claims Act for covered claims, which may arise from the Tenant's negligent action or inaction. Tenant shall provide a certificate of insurance confirming that Landlord is an additional insured under such policy(ies).

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Tenant agrees to indemnify and hold harmless Landlord from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about Tenant's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within the building, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 4. Tenant agrees to use and occupy the Premises and to use such other portions of the building as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 5. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Section 6. The indemnification and hold harmless provisions of Tenant contained in this lease and any other provision hereof, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of Tenant to any person (including the persons so indemnified) for claims from which Tenant is released, exempted and/or protected by Maine law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Tenant under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the

greater of (i) the legal limits of Tenant's liability and (ii) applicable insurance policy coverage limits under any insurance policy the Tenant is maintaining at the time of such claim.

Article XIII Landlord's Insurance

Section 1. Landlord shall keep the Premises insured against loss or damage by fire, with the usual extended coverage endorsements and such other insurance as the then holder of the first mortgage which includes the Premises shall require.

Section 2. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 3. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the building above the standard rate on said premises and building with a use of the type described in Section 1 of Article VIII located in the Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

Article XIV Damage Clause

Section 1. In case during the term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, the risk and cost of which is covered by Landlord's insurance, Landlord shall forthwith proceed to repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore, to the extent originally constructed by Landlord (consistent, however, with zoning laws and building codes then in existence), so much of the Premises as was originally constructed by Landlord to substantially the condition in which such portion of the Premises was in at the time of such damage, except as hereinafter provided, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of Landlord, Landlord may supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration and shall refund to Tenant the amount of rent Tenant has prepaid but will not be used on a pro-rata basis. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord may, but shall have no obligation to, restore the Premises with all reasonable diligence, or Landlord may terminate this lease by giving notice to Tenant not later than a reasonable time after Landlord has the estimated cost of such restoration.

Section 3. If the Premises shall be substantially damaged or destroyed by fire, windstorm or otherwise within the last year of the term of this lease, either party shall have the right to terminate this lease,

provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. If the Building (of which the Premises are a part) shall be substantially damaged or destroyed by fire or casualty, Landlord shall promptly restore, to the extent originally constructed by Landlord (consistent, however, with zoning laws and building codes then in existence), so much of such Building as was originally constructed by Landlord to substantially the condition thereof at the time of such damage. In all cases of damage, casualty or other loss of use by Tenant the term of this Lease shall be automatically extended for the number of days the Tenant was deprived of the use of the Premises by reason of such damage, casualty or loss.

Section 5. The terms “substantially damaged” and “substantial damage”, as used in this Article, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within one hundred eighty (180) days from the time that such repair or restoration work would be commenced.

Article XV Eminent Domain

Section 1. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord’s award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord’s architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or may terminate this lease. Where Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord’s election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Building shall be so taken that continued operation of the Building would be uneconomic, Landlord shall have the right to terminate this Lease by giving notice to Tenant of Landlord’s desire so to do not later than thirty (30) days after the effective date of such taking. And, in any case where Tenant has been deprived of use of the Premises by reason of such condemnation or right of eminent domain, and the term of this Lease shall be extended for the number of days the Tenant was deprived of the use of the Premises by reason of such condemnation or eminent domain.

Section 2. Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Premises and for Landlord’s business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings, because of the taking of its trade fixtures or furniture and its leasehold improvements to the extent Tenant was not reimbursed for the same by Landlord.

Section 3. In the event of any such taking of the Premises, the Fixed Rent, and the Pro Rata Percentage specified in Section 2 of Article III of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

Article XVI Omitted

Article XVII Landlord's Remedies

Section 1. It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of Fixed Rent, Additional Rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted, and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts – then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may send written notice to Tenant terminating the term of this lease; and upon the first to occur of (i) entry as aforesaid, or (ii) the fifth (5th) day following mailing of such notice of termination, the term of this lease shall terminate.

Tenant covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term. In all cases, Landlord shall use reasonable efforts to mitigate Landlord's damages after an event of default and termination of this Lease or retaking of possession of the Premises by Landlord.

If this lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions with respect to bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the guarantor hereof".

Section 2. Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Fixed Rent, the Additional Rent and all other sums payable by Tenant to Landlord shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Further, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable, but shall look solely to Landlord for satisfaction of such claim.

Article XVIII
Miscellaneous Provisions

Section 1. Waiver.

Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment.

Tenant, subject to the terms and provisions of this lease, on payment of the rent and on observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord, to respond in monetary damages from their assets other than their interest in this building.

It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant; or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord.

In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, it being the intention of the parties that all covenants hereunder shall be independent. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3. Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4. Notice to Mortgagee.

After receiving written notice from any person, firm or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such cure, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Premises.

Section 5. Assignment of Rents.

With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the Premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or deed of trust and the taking of possession of the Premises by such holder.

Section 6. Mechanic's Liens.

Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises.

The parties hereby acknowledge that, in performing any alterations, additions, or other work, whether as set forth in Exhibit B hereunder or otherwise (collectively "Tenant Work"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the Building in which the Premises is located and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

Section 7. No Brokerage.

Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this lease. Any brokerage fees shall be paid by Landlord pursuant to a separate agreement, and in the event of any other brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions.

If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has

reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Article IX hereof.

Section 10. Governing Law.

This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

Section 11. Recording.

Tenant agrees not to record the within lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable laws of the State of Maine, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 12. Notices.

Whenever by the terms of this lease notice, demand or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested:

If intended for Landlord, addressed to it at the address set forth on the first page of this lease, and copies to John Moncure, Esq., Moncure & Barnicle, 9 Bowdoin Mill Station, Topsham, ME 04086, and Rich May, a Professional Corporation, 176 Federal Street, Boston, MA 02110, Attn: Howard L. Levin, Esq./Maine Street Station (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for Tenant, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice), and a copy to Peter Van Hemel, Esq., Bernstein Shur, 100 Middle Street, P.O. Box 9729, Portland, ME 04104-5029.

Section 13. When Lease Becomes Binding.

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings.

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage.

It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Building, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, provided that the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver a subordination, nondisturbance and attornment agreement in form reasonably satisfactory to Tenant upon request of

Landlord, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant may be considered in default hereof.

Landlord agrees to obtain *within 45 days of execution of this lease* from its current lender(s) a non-disturbance agreement containing the agreement of such lender that Tenant's rights (including specifically the benefit of the Rent Prepayment) under this lease shall not be disturbed by such lender(s) in the event of foreclosure or in the event such lender comes into possession or ownership of Landlord's interest in the Building and/or premises, unless Tenant is in terminable default (the "Current SNDA").

Section 16. Definition of Additional Rent.

Without limiting the generality of anything contained herein, all real estate tax payments, common area charges, utilities and the costs of recording this lease or a memorandum or short form hereof, which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon, shall be deemed to be Additional (but not Fixed) Rent, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Fixed Rent.

Section 17. Security Deposit. Waived.

Section 18. Attorneys Fees.

Should either party be required to retain counsel to enforce its rights under this Lease, the defaulting party shall be responsible for all the costs thereof including reasonable attorneys fees.

Section 19. Holding Over.

Any holding over by Tenant after the expiration of the term of this lease shall be treated as a tenancy at sufferance at one and one-half (1.5) times the rents and other charges herein (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this lease, as far as applicable and shall be responsible for all damages, foreseen and unforeseen, direct and indirect and consequential which Landlord may suffer or incur as a result of such hold-over.

WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

LANDLORD:
JHR DEVELOPMENT OF MAINE PHASE I, LLC
By: JHR Development of Maine, LLC,
Its Manager

By: J. Hilary Rockett, Jr., its Manager

TENANT:
TOWN OF BRUNSWICK

Attest:

By: _____
Its:
Hereunto duly authorized

EXHIBIT "A"

PLAN

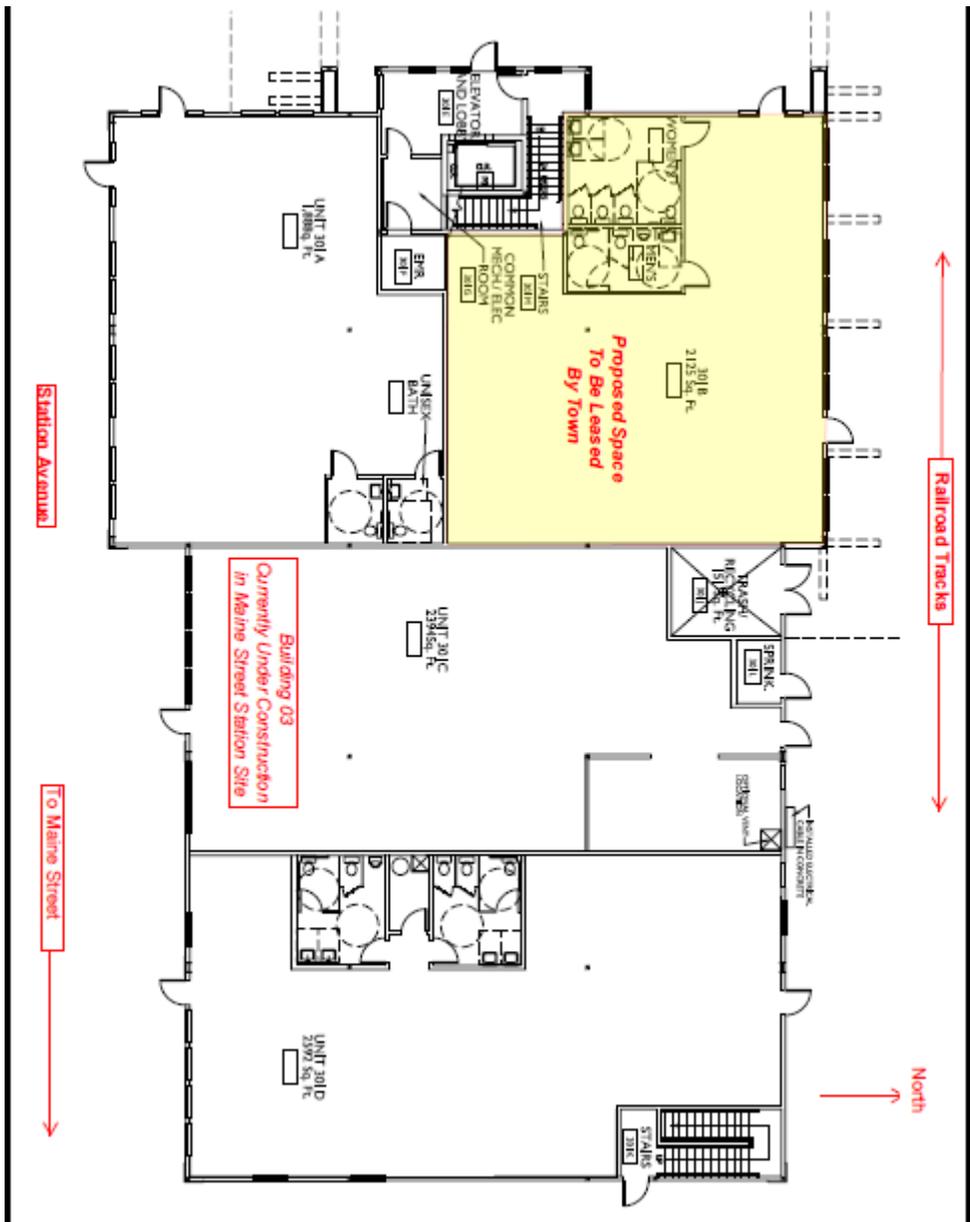


EXHIBIT "B"
DESCRIPTION OF TENANT'S WORK

A. DESCRIPTION OF TENANT'S WORK

The Tenant agrees to perform, at the Tenant's sole cost and expense, all of the work (the "Tenant's Work") described in any plans and specifications (the "Plans and Specifications") that is not part of Landlord's Work and that is necessary for Tenant's operations in the Premises, which Plans and Specifications shall be (i) prepared by the Tenant, at its sole cost and expense, and (ii) subject to the Landlord's prior written approval. There is currently (as of the date of this lease) no Tenant Work contemplated.

All of the Tenant's Work shall be performed in accordance with the Plans and Specifications as approved by the Landlord and in accordance with the General Conditions set forth in Section B below.

B. GENERAL CONDITIONS

All work done by the Tenant in, on or about the Premises shall be governed in all respects by, and be subject to, the following:

1. The Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.
2. Compliance with Laws: All the Tenant's Work shall be performed in full compliance with and shall conform to all applicable federal, state and local laws, codes, regulations and ordinances, including, without limitation, all applicable building and zoning codes and laws relating to the use, storage, removal, transportation or disposal of hazardous or toxic materials or oil, and all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover, and all requirements of the Landlord's underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so comply and conform, it being expressly understood and agreed that the Tenant shall be solely responsible for ensuring such compliance and conformity and for any modifications to or corrections in the Tenant's Work required by any governmental agency or insurance underwriters. The Tenant shall obtain and furnish to the Landlord approvals from all agencies with jurisdiction over matters relative to the performance of Tenant's Work, including, without limitation, electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's Work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises or the building.
3. Insurance: Prior to commencement of the Tenant's Work and until completion thereof, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Tenant and the Tenant's contractor as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's Work in place, and all materials stored at the site of the Tenant's Work and all materials, equipment, supplies and temporary structures of all kinds incident to The Tenant's Work and builder's machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the Premises or when adjacent thereto while on sidewalks, streets or alleys, or in other portions of the building, all in the full insurable value thereof at all times. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's Work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's Work and until completion thereof, the following insurance coverages:

- a. Workmen's Compensation Insurance - In accordance with the laws of the Commonwealth of Massachusetts, including Employer's Liability Insurance, to the limit of \$1,000,000.00 each accident.
- b. Comprehensive General Liability Insurance against bodily injury, including death resulting therefrom, to the limit of \$5,000,000 combined liability and property damage on an occurrence form; or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing.

Prior to the commencement of the Tenant's Work, the Tenant shall deliver to the Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancelable and non-amendable without ten (10) days' prior written notice to the Landlord.

4. In any contract or undertaking which the Tenant may make with a contractor for work in the Premises, provision shall be made for the dismissal from the job of workmen whose work is, in the Landlord's reasonable judgment, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold harmless the Landlord from any loss, cost, damage or liability incurred by reason of compliance with any such demand.
5. Tenant and its contractors shall comply fully with all construction rules and regulations which Landlord may establish from time to time by written notice to Tenant and, without limitation to Landlord's other rights and remedies provided under this lease, in the event of any failure by Tenant or its contractors to so comply fully, Landlord may charge Tenant an amount (currently established at \$200.00 per occurrence) for the purpose of defraying Landlord's administrative expenses relative to any such failure.

**EXHIBIT C
SPECIFICATIONS
LANDLORD'S WORK**

Landlord's Work shall include the following (where not specified, such installations and work shall at a minimum meet state building code and all legal requirements relating to accessibility (including the Americans With Disabilities Act and the Maine Human Rights Act and related regulations):

A. BUILDING SHELL

The Building Shell shall include secondary access/exit door(s) with frame and all necessary hardware.

B. UTILITIES

All utilities shall be provided to the Leased Premises and located in accordance with Exhibit A (plan).

1. Water Service: In accordance with local code requirements.
2. Sewer Service: In accordance with local code requirements.
3. Natural Gas Service: Where available, 1 ½" gas line suitable to supply the required BTU/Hr.

C. BATHROOM

Provide men's and women's bathroom per plan.

D. FLOOR SLAB

Provide existing floor condition ready for Tenant-specified floor coverings described below.

E. DEMISING WALLS AND INTERIOR PARTITIONS

Demising/perimeter walls shall be metal or wood studs covered with drywall to have minimum one (1) hour fire rating or more, as required per applicable governing codes and shall be located pursuant to the Plan. Interior partitions shall be 3 5/8" metal studs covered with drywall and finished smooth (no architectural, orange peel or rough surface) to meet local fire code ratings. All walls shall be taped, sanded and primed. All door and window trim and floor kickplates and other millwork and/or building-standard finishes necessary to provide a finished space (but not including tenant's trade fixtures and furniture, all of which is Tenant's responsibility)

F. ELECTRICAL

1. Provide one (1) separate electrical service and meter for Leased Premises.
2. For general lighting, provide 2' x 4', 4-lamp fluorescent recessed troffers.

3. Provide ceiling-mounted exit lights, emergency lights and night lights as per local code and Tenant's specifications.

4. Install electrical outlets and data terminals/plugs and outlets per code.

G. CEILING

Ceiling shall be a suspended Armstrong #770 with 15/16 grid or equivalent.

H. FLOORING

By Landlord and upon reasonable approval by tenant as to covering material and grade (not greater than landlord's building standard as used in other spaces in the Maine Street Station).

I. AIR CONDITIONING & HEATING

The Heating and Air Conditioning system for the Leased Premises shall be fully functional and capable of maintaining 72 degrees Fahrenheit in cooling mode (summer) and 72 degrees Fahrenheit in heating mode (winter).

J. STOREFRONT

The existing storefront and door system shall meet all applicable building code and accessibility requirements.

K. FIRE SPRINKLER SYSTEM AND CENTRAL STATION REPORTING SYSTEMS

The existing fire sprinkler system shall meet all applicable building code requirements. Landlord shall make any modifications as required by Landlord's Work.

ITEM 103

BACK UP MATERIALS



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

NOTICE

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: MMA Nominating Committee

RE: Proposed Slate for MMA Vice President and Executive Committee Members

DATE: June 16, 2009

The MMA Nominating Committee is pleased to put forth the Proposed Slate for MMA Vice President and Executive Committee Members to serve on the MMA Executive Committee in 2010. The MMA Executive Committee is the governing body of the Maine Municipal Association and is made up of the three officers and nine members. The officers are elected to serve one-year terms and the members are elected to serve staggered three-year terms and/or the remainder of a vacant term.

The MMA nominating process is taken seriously and involves careful consideration of many factors to assure that there is good representation on the MMA Executive Committee based on geographical location, population size, elected vs. appointed officials, etc.

NOMINEE FOR MMA VICE PRESIDENT

Pursuant to the MMA Bylaws, individuals who have served as a member of the Executive Committee for at least one year are eligible to serve as the MMA Vice President.

Accordingly, the MMA Nominating Committee has proposed the following candidate to serve as the MMA Vice President for a one-year term (January 1, 2010 – December 31, 2010):

Mark Green, Town Manager, Town of Sanford

NOMINEES FOR MMA EXECUTIVE COMMITTEE

Also pursuant to the MMA Bylaws, candidates for the Executive Committee must be municipal officers (a selectperson or councilor of a town; a mayor, alderman or councilor of a city); a city or town manager; or the chief appointed administrative official of a member municipality.

Accordingly, the Nominating Committee has proposed the following candidates to serve as Executive Committee members for a three-year term (January 1, 2010 – December 31, 2012):

Matthew Arnett, Councilor, Town of Hampden

Joyce Maker, Councilor, City of Calais

Peter Nielsen, Town Manager, Town of Oakland

OVER →

For your reference we have provided you with a Biographical Sketch on each of the nominees. Municipal officials who will continue to serve their respective terms on the MMA Executive Committee in 2010 are:

President: John Sylvester, Selectman, Town of Alfred
Immediate Past President: Galen Larrabee, Chair of Selectmen, Town of Knox
Members: John Anderson, Town Manager, Town of Boothbay
William Reed, Town Manager, Town of Veazie
Sophia Wilson, Town Manager, Town of Brownville
Ryan Pelletier, Town Manager, Town of St. Agatha
George Richardson, Jr., Chair of Selectmen, Westport Island

If Mark Green is formally elected the 2010 Vice President, his unexpired term ending December 31, 2011 will become vacant at the close of this election on August 14, 2009. Pursuant to the MMA Bylaws, the MMA President will then appoint a new board member to fill the vacancy.

PETITION PROCESS

Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. Such petitions must be filed with the MMA Executive Director no later than 40 days prior to the date of the Annual Election, which is scheduled to take place at the Maine Municipal Association office on Friday, August 14, 2009. Accordingly, the deadline for Nominations by Petition is by **4:30 p.m. on Monday, July 6, 2009.**

A **Petition Form** is enclosed for use by any municipality that wishes to nominate an additional candidate. A candidate for the Executive Committee must be a municipal officer (a selectperson or councilor of a town; a mayor, alderman or councilor of a city); a city or town manager; or the chief appointed administrative official of a member municipality. A candidate for vice president must have served on the MMA Executive Committee for at least one year.

ELECTION PROCESS

Following the Petition process, MMA will then send each Member Municipality a Voting Ballot. These will be mailed to you no later than July 16. The deadline for receipt of Voting Ballots will be Friday, August 14 by 12:00 noon. At the time Ballots will be counted under the direction of the MMA President.

If you have any questions or would like additional information regarding this matter, please contact Theresa Chavarie or David Barrett at the MMA office (1-800-452-8786 or, in the Augusta area, at 623-8428), or a member of the MMA Nominating Committee.

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2010**

MMA VICE PRESIDENT (1-Year Term)

MARK GREEN

- Town Manager, Town of Sanford (2004 – present)
- Town Manager, Town of York (1992 – 2004)
- Assistant City Manager, City of Portland (1989 – 1992)
- Town Manager, Town of Windham (1983 – 1989)
- Town Manager, Town of Buckfield (1981 – 1983)
- Member, Maine Municipal Association Executive Committee (2007 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2007 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2007 – present)
- Member, MMA Strategic & Finance Committee (current); Chair (2009 – present)
- Member, MMA Building Project Committee (2007 – 2008)
- Member, MMA Legislative Policy Committee (late 80's/early 90's)
- Ad Hoc Committee to review law regarding SAD dissolution (2004)
- President, Maine Town & City Management Association (2002 – 2003)
- Member, Maine Town & City Management Association (1981 – present)
- Big Brothers & Big Sisters (current)
- Maine Service Center Coalition, Alternate to Board of Directors (present)
- Leadership Maine Delta Class
- MA Muskie Institute (2003)
- BA, University of Maine (1981)

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

MATTHEW ARNETT

- Town Councilor, Town of Hampden (August 2005 – present)
- Mayor, Town of Hampden (January 2009 – present)
- Chair, Charter and Ordinance Committee
- Chair, Public Works and Solid Waste
- Chair, Communications Committee
- Member, Public Safety, Town Services, Planning and Economic Development, Comprehensive Planning
- SAD 22 Budget Committee
- SAD 22 Re-use of Hampden Academy Committee
- Member, Executive Committee, Penobscot Down East Cable Consortium
- Member, Executive Committee, Penobscot Valley Council of Governments
- Member, Board of Directors, Bangor Area Homeless Shelter
- Trustee and Co-chair of Capital Funds Drive for the Hampden Congregational Church
- Trustee and member for the Technology Committee of All Souls Church in Bangor
- Co-President of Saturday Nighters, a dinner-dance club in the Bangor area
- Retired Engineer, Protestant Minister, and College Professor

(OVER)

MATTHEW ARNETT (continued)

- Human Resources Management, Northeastern University
- Human Resource Manager, Analog Devices in Norwood, Massachusetts
- BS in Engineering, Purdue University
- B.Div. from University of Chicago
- Ph.D. in Business Administration, University of Cincinnati

JOYCE MAKER

- City Councilor, City of Calais (November 1999 – present)
- Rotary Club (2000 – 2005); President (2002 – 2003)
- Finance Authority of Maine, Board of Directors (Governor Appointed) (2002 – present); Chair (2006 – 2008)
- St. Anne's Episcopal Church (1979 – present); Vestry (2001 – 2006); Diocese Council (2006 – present)
- Calais Regional Hospital Trustee (April 2009 – present)
- Calais LNG Liaison Committee (May 2008 – present)
- Ombudsman Volunteer (October 2008 – present)
- NADA Board of Directors
- Calais Building Committee (Calais Schools) (May 2000)
- Calais School Committee (1980-1991); Chair (five years)
- Maine State School Board Association, Board of Directors
- Past Member of the following organizations: Calais PTA, Drug & Alcohol Team for Union 106, Beta Sigma Phi Sorority, Band Boosters, Calais Athletic Boosters and Eastern Star
- Retired as Financial Aid Director, Washington County Community College (1997 – 2008)
- Financial Aid Director/Registrar, Washington County Technical College (1992 – 1997)
- Registrar, Washington County Technical College (1989 – 1992)
- Clerk Typist, Washington County Technical College (1972 – 1989)
- Maine Association of Student Financial Aid Administrators Board of Directors (1998-2004); President, (2002-2003)
- Eastern Association of Student Financial Administrators
- National Student Financial Aid Administrators

PETER NIELSEN

- Town Manager, Town of Oakland (2008 – present)
- Town Manager, Town of Wilton (2002 – 2008)
- Town Manger, Town of Wayne (1996 – 2002)
- Town Manager, Town of Clinton (1990 – 1994)
- Councilor, Town of Winthrop (1985 – 1990)
- Member, Windham Zoning Board of Appeals (1975 – 1978)
- Member, Maine Municipal Association Executive Committee (2009 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2009 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2009 – present)
- Member, MMA Legislative Policy Committee (2004 – 2008; 1998 – 2000; 1992 – 1994)
- Member, MMA Legislative Policy Committee – Subcommittee for Natural Resources
- Member, MMA Legislative Policy Committee – Subcommittee for State & Local Government
- Member, MMA Legislative Policy Committee – Ad Hoc Committee on Forestry Initiatives
- Member, Wayne Cemetery Committee (1998 – 2002)
- 26 years as seasonal boat and car storage and service business
- Helen Hicks Healy Award, Wayne Maine (2000)
- Barry Blunt Award, University of Maine at Orono (2001)
- BA, Political Sciences, University of Maine at Orono (1974)
- MPA, University of Maine at Orono (2001)

**Petition to Nominate
Candidate for the
Maine Municipal Association
Executive Committee**

Petition Deadline: Monday, July 6, 2009 by 4:30 p.m.

We, a majority of the municipal officers of _____,
(municipality)

hereby petition to nominate _____,
(name of candidate)

_____, _____,
(position of candidate) (candidate's municipality)

to serve on the Executive Committee. *(Please Note: In order to serve on the MMA Executive Committee, an individual must be a municipal officer (a selectperson or councilor of a town; a mayor, alderman or councilor of a city); city or town manager; or the chief appointed administrative official of a member municipality. A candidate for vice president must have served on the MMA Executive Committee for at least one year.)*

PLEASE SPECIFY BELOW THE POSITION FOR WHICH THE PERSON IS BEING NOMINATED.

VICE-PRESIDENT - 1 YEAR TERM

EXECUTIVE COMMITTEE MEMBER - 3 YEAR TERM

Signatures of a majority of the Municipal Officers:

Printed Names:

(Note: For an individual's name to be placed in nomination, at least 5 petitions requesting that his/her name be placed in nomination - each signed by a majority of the municipal officers in each of at least 5 member municipalities - must be received by Christopher Lockwood, Executive Director, Maine Municipal Association, 60 Community Drive, Augusta, ME 04330, no later than 4:30 p.m. on Monday, July 6, 2009).

Item 104

BACK UP MATERIALS

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN
MUNICIPAL OFFICES, DEPARTMENTS, AND AGENCIES**

WHEREAS, the Town of Brunswick encountered some unanticipated expenditures in the 2008-2009 fiscal year for which sufficient funds were not available within the appropriated budgets of various municipal offices, departments and agencies; and

WHEREAS, the Town of Brunswick also has unanticipated savings in other municipal offices, departments and agencies; and

WHEREAS, the Town Manager, in accordance with section 508 (b) of the Charter of the Town of Brunswick, has requested a transfer of funds from accounts with unanticipated surpluses to those accounts for which there are unanticipated expenditures;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Brunswick, Maine, in accordance with section 508 (b) of the Charter of the Town of Brunswick, that the following budgetary transfers are made:

From Account:

Finance Department	\$ 40,000
Risk Management	40,000
Town Clerk & Elections	10,000
Planning & Development	10,000
Economic Development	40,000
Public Works - Refuse Collection	40,000
Salary, Wage & Benefit Adjustment	<u>40,000</u>
	\$ 220,000

Appropriated to Account:

Municipal Building	\$ 20,500
Codes Enforcement	20,500
Traffic Signals	9,000
Hydrant Rentals	18,000
Public Works - Administration	11,000
Public Works - General Maintenance	15,000
Public Works - Winter Maintenance	15,000

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN
MUNICIPAL OFFICES, DEPARTMENTS, AND AGENCIES**

Public Works - Recycling	8,000
Public Works - Central Garage	75,000
General Assistance	11,000
Parks & Recreation - Administration	5,500
Parks & Recreations - Bldgs. & Grounds	11,000
People Plus Center	<u>500</u>
	\$ 220,000

-

Item 105

BACK UP MATERIALS

TOWN OF BRUNSWICK, MAINE

TOWN COUNCIL

**RESOLUTION AUTHORIZING THE OVEREXPENDITURE OF CERTAIN
ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2009**

WHEREAS, Section 508(a) of the Charter of the Town of Brunswick requires a vote of the Town Council to authorize a department to expend an amount greater than its gross appropriation; and

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby authorizes expenditures to exceed the gross appropriation in any appropriated account so long as the amount is \$10,000 or less.

BE IT FURTHER RESOLVED, that any authorization, made prior, or subsequent to, this resolution, in an amount greater than \$10,000 for an individual account, shall not be changed by this resolution.

Proposed to Town Council: June 24, 2009

Adopted by Town Council:

Item 106

NO BACK UP MATERIALS