

MINUTES
COUNCIL MEETING #06-2003
FREEPORT TOWN HALL COUNCIL CHAMBERS
April 1, 2003-7:00 P.M.

<u>CHAIRPERSON'S CALL TO ORDER</u>	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
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Chair, John Arsenault, Prout Road	x		
Vice Chair, Rod Regier, South Street	x		
Charlotte Bishop, Maquoit Drive	x		
Rich DeGrandpre, Timber Ridge Road	x		
Frederick White, 45 Pleasant Hill Road	x		
Thomas Rumpf, P.O. Box 819, S. Freeport	x		
James Cassida, 5 Timber Ridge Road	x		

Chair Arsenault called the meeting to order at 7 p.m.

FIRST ORDER OF BUSINESS: To waive the reading of the Minutes of Meeting #5-2003 held on March 25, 2003 and accept the Minutes as printed.

Councilor Cassida pointed out that under Item 37-2003 on page 5, the projected increase should have read 2.82% and not 2.75%.

MOVED AND SECONDED: TO WAIVE THE READING OF THE MINUTES OF MEETINGS #5-2003 HELD ON MARCH 25, 2003 AND ACCEPT THE MINUTES AS AMENDED. (Councilors White & Cassida) **VOTE:** (7 Ayes)

SECOND ORDER OF BUSINESS: Public Comment Period – 30 Minutes (Non Agenda Items Only)

MOVED AND SECONDED: That the public comment period be opened on Non Agenda Items only. (Councilors Cassida & DeGrandpre) (7 Ayes)

Peter Moore of Torrey Hill Road read a statement regarding Nike's offer to provide half the cost of a running track for Freeport. He is not opposed to the track. He noted that there is some consideration being given to selling Town land for house lots to provide creative funding for the track. He noted that land that is under consideration is located behind Mast Landing School and it is being used by many residents as well as teachers and students. He requested that the Town Council begin a process to identify all sources of funds for the track project and consider the significant value that exists in these woods. He also requested that the Council request input from the Town's Conservation Commission and also involve residents that are current users of this land in this assessment. He noted that he would be happy to participate in this process.

MOVED AND SECONDED: That the public comment period be closed. (Regier & Bishop) (7 Ayes)

ANNOUNCEMENTS

Chair Arsenault announced that the Council attended its first orientation on March 31. They reviewed the Town Charter, Council's Rules and Procedures, the Administrative Code, the Policy Manual, yearly meeting schedule, operating and capital budget process and Council Sub-committee structure. The only thing not done to date is finance. This will be done with the Finance Manager at a later date.

A public workshop will be held for the Downtown Village Planning Committee on April 12 from 9 a.m. to 3 p.m. at the Freeport Middle School. He requested that people interested in attending contact Mary Lou Haller at the Town Office to rsvp because food will be provided. Councilor Regier explained some of the issues that will be discussed at this meeting.

Chair Arsenault advised that the Town's Attorney will be holding two sessions on Thursday, April 3 regarding Maine's Freedom of Access Act. One will be at 10 a.m. and the second will be at 1 p.m. He encouraged anyone interested in attending to contact the Town office to ensure there is enough space. Mr. Olmstead noted that one of them will be televised so there will be a taped version.

THIRD ORDER OF BUSINESS: To take action on the following items of business as read by the Council Chairperson.

ITEM #40-2003 To consider action relative to an amendment to the Sign Ordinance concerning the prohibition of internally illuminated signs in the Village Commercial I and II zones.

BE IT ORDERED: That a Public Hearing be scheduled for April 22, 2003 at 7:00 p.m. in the Town Hall Council Chambers to discuss a proposed amendment to the Sign Ordinance.

BE IT FURTHER ORDERED: That 30 copies be distributed equally between the Town Clerk's Office, the Town Manager's Office and the Freeport Community Library for inspection by citizens during normal business hours and the notice be placed on Freeport's local cable channel 7 and the Town's website.(Cassida & Rumpf)

Chair Arsenault explained that two signs have appeared recently on Main Street, which is in the Design Review District as well as one older sign. Businesses have asked the Council to consider phasing out these signs over a five-year period or doing away with them all together. Discussion followed. Mr. Olmstead suggested setting the public hearing. He will check with the Town Attorney on how to structure language for a phase out.

ROLL CALL VOTE: (7 Ayes)

ITEM #41-2003 To consider action relative to the issuance of revenue obligation securities of the Town for the Merriconeag School project.

BE IT ORDERED: That the Town Manager is authorized to prepare and submit an application seeking approval for the issuance of the Town's revenue obligation securities to the Finance Authority of Maine.

BE IT FURTHER ORDERED: That a Public Hearing be scheduled for May 6, 2003 at 7:00 p.m. in the Town Hall Council Chambers to receive public comment on this matter. (Rumpf & Regier)

MOVED AND SECONDED: To add: These securities shall not be an obligation or a liability to the Town of Freeport (Regier & DeGrandpre) (7 Ayes).

ROLL CALL VOTE: (7 Ayes).

ITEM #42-2003 To consider action relative to a proposed amendment to the Freeport Comprehensive Plan concerning Section V – Inventory and Analysis, Section VI – Future Land Use Directions and Section V-II – Policies, Goals and Implementation Strategies.

BE IT ORDERED: That a Public Hearing be scheduled for April 22, 2003 at 7:00 p.m. in the Town Hall Council Chambers to discuss proposed amendments to the Freeport Comprehensive Plan concerning Section V – Inventory and Analysis, Section VI – Future Land Use Directions and Section V-II – Policies, Goals and Implementation Strategies.

BE IT FURTHER ORDERED: That 30 copies be distributed equally between the Town Clerk's Office, the Town Manager's Office and the Freeport Community Library for inspection by citizens during normal business hours and the notice be placed on Freeport's local cable channel 7 and the Town's website. (DeGrandpre & Cassida)

Chair Arsenault explained that this change will be happening in the Eastland Shoe area. Mr. Olmstead noted that this property is under option and the potential purchaser has proposed a use that would require a change to the Comprehensive Plan and the Zoning Ordinance. The Planning Board has worked with the developer and is recommending the changes that are before the Council this evening. Councilor Regier requested that Mr. Olmstead make sure that the colored map of the zoning boundaries is included with the copies being distributed to the Library and other places. Mr. Rumpf had questions on the zones on the other three sides of this change. Discussion followed. Councilor Cassida clarified that there is no formal application at this time.

ROLL CALL VOTE: (7 Ayes)

ITEM #43-2003 To consider action relative to proposed amendments to the Zoning Ordinance and Zoning Map concerning the elimination of the Industrial III District and the creation of a Village Commercial IV District and the creation of a Village Commercial IV District (Chapter 21).

BE IT ORDERED: That a Public Hearing be scheduled for April 22, 2003 at 7:00 p.m. in the Town Hall Council Chambers to discuss proposed amendments to the Zoning Ordinance and Zoning Map.

BE IT FURTHER ORDERED: That 30 copies be distributed equally between the Town Clerk's Office, the Town Manager's Office and the Freeport Community Library for inspection by citizens during normal business hours and the notice be placed on Freeport's local cable channel 7 and the Town's website. (Regier & Bishop)

Councilor White shared his concerns.

ROLL CALL VOTE: (7 Ayes).

ITEM #44-2003 To consider action relative to adopting Council Goals for 2003.

BE IT ORDERED: That the Council goals proposed by Town Council Leadership be adopted for 2003.(White & Cassida)

Chair Arsenault read the goals for members of the public. Councilor Rumpf complimented Councilor Regier for a fine effort in incorporating everyone's requests in a coherent document.. Councilor White noted that Goal #3 seems inappropriate about having a Council goal specific to the development of Eastland Shoe properties. Discussion followed.

ROLL CALL VOTE: (7 Ayes).

ITEM #36-2003 Tabled March 25, 2003.

To consider action relative to adopting a Five Year Capital Plan and approving a Capital Budget for Fiscal Year 2004.

BE IT ORDERED: That the Five Year Capital Plan for Fiscal Years 2004 to 2008 and Capital Budget for Fiscal Year 2004 be approved.

MOTION: To amend the Capital Improvements Program Article IV Comprehensive Town Improvements by moving Oak Street Drainage Reconstruction from 2007 (FY 08) to 2004 (FY 05) and reduce the price to \$28,000.

BE IT FURTHER ORDERED: That the following Capital Budget Items be funded for Fiscal Year 2004.

EDUCATION

1. Technology Upgrades	\$30,000
2. 8-Passenger Van	\$23,000
3. Tennis Courts – Redone	\$25,000
4. Middle School Roof Repairs	\$17,000
5. Mast Landing Boiler Repairs	\$10,000
6. Track/Ballfield: Preconstruction	\$48,000

FIRE DEPARTMENT

1. Rust Repair Engine 5	\$20,000
2. Protective Clothing	\$14,000

RESCUE DEPARTMENT

1. Protective Clothing	\$14,000
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PUBLIC WORKS

- | | |
|---|----------|
| 1. Dump Truck Chassis Replacement (5-7 Yard Dump) | \$59,000 |
| 2. Dump Truck Body and Sander | \$24,000 |
| 3. Snow Plow and Wing Plow Replacement | \$24,000 |
| 4. Liquid Calcium/Ground Speed Control System | \$10,000 |

COMPREHENSIVE TOWN IMPROVEMENTS

- | | |
|-------------------------------------|----------|
| 1. Carriage Road Reconstruction | \$43,000 |
| 2. Oak Avenue Drainage Improvements | \$28,000 |

MUNICIPAL FACILITIES

- | | |
|--|----------|
| 1. Computer Accounting Software Upgrades | \$60,000 |
| 2. Bulkhead Repair – Dunning Boatyard | \$35,000 |
| 3. Reseal Outside of Library Building | \$15,000 |

BOARDS, COMMITTEES & COMMUNITY GROUPS

- | | |
|--------------------------------|----------|
| 1. Cemetery Improvements | \$10,000 |
| 2. Rebuild Hoist at Town Wharf | \$11,000 |

MOTION: To amend education Item 3 tennis courts by reducing from \$25,000 to \$15,000.

BE IT FURTHER ORDERED: That the following amounts be expended from Reserve Funds to provide for all approved items.

- | | |
|--|-----------|
| 1. School Reserves | \$153,000 |
| 2. Fire Department Reserves | \$34,000 |
| 3. Rescue Department Reserves | \$14,000 |
| 4. Public Works Equipment Reserves | \$117,000 |
| 5. Comprehensive Town Improvement Reserves | \$43,000 |
| 6. Municipal Facilities Reserves | \$110,000 |
| 7. Municipal Facilities Reserves for Cemetery Improvements
and Town Wharf Hoist Repairs | \$21,000 |

MOTION: To amend the amount taken from School Reserves from \$153,000 to \$143,000.(Bishop & Regier)

MOVED AND SECONDED: To waive the second reading of this item. (Regier & DeGrandpre) (7 Ayes)

MOVED AND SECONDED: That the Oak Avenue drainage and improvements be added to the Comprehensive Town Improvements at \$28,000 to calendar '03, fiscal '04.(Regier & DeGrandpre) (7 Ayes).

MOVED AND SECONDED: To withhold the release of \$48,000 for Track/ Ballfield preconstruction until questions regarding design and financing are resolved. (Regier & DeGrandpre) (7 Ayes).

ROLL CALL VOTE: (7 Ayes)

MOVED AND SECONDED: To introduce an item not on the printed agenda. (Regier & Bishop) (7 Ayes).

BE IT ORDERED: That the school capital projects payments received from the Town of Pownal in the amount of \$125,000 be applied to the School Department Capital Reserve Account. (Regier & Bishop) **ROLL CALL VOTE:** (7 Ayes).

ITEM #39-2003 Tabled March 25, 2003.

To consider action relative to approving a lease agreement for a portion of the Dunning Boatyard Property.

BE IT ORDERED: That the proposed lease agreement between the Town of Freeport and Carter Becker d/b/a Falls Point Marine, dated April 1, 2003 be approved. (White & Cassida)

Councilor DeGrandpre explained that this lease addresses some of the things that were problems in the past. It will work well for Mr. Becker. Mr. Olmstead noted that the road reconstruction is immaterial to bringing water across the road. It will be punched in below the base of the road. The price is \$1,543. He has an agreement that if he is authorized to sign, will have water installed to the site at the right-of-way, probably within the next 60 days.

ROLL CALL VOTE: (7 Ayes)

MOVED AND SECONDED: To move an item not on the printed agenda. (White & Regier) (7 Ayes).

BE IT ORDERED: That the Town Manager be authorized to sign a roadway service line agreement to provide water to the Town-owned site at 3 South Freeport Road. (DeGrandpre & Regier) **ROLL CALL VOTE:** (7 Ayes).

Adjournment

MOVED AND SECONDED: To adjourn at 8:10 p.m. (Rumpf & Bishop) (7 Ayes).

Respectfully Submitted,



Sharon Coffin
Council Secretary

PROPOSED COUNCIL GOALS 2003

- 1. Control tax increases.**
- 2. Continue to explore and support regionalization of public services.**
- 3. Support Economic Development in an attempt to increase the commercial tax base (focusing particularly on the existing village commercial core, on the Eastland Shoe properties, and more broadly on small businesses in general).**
- 4. Continue to pursue growth management efforts, balancing residential growth with public infrastructure costs and the preservation of open space.**
- 5. Review Town-owned properties for cost effectiveness and appropriateness of use.**
- 6. Pledge that Council members and public employees will be responsive to both individual and community needs.**
- 7. Improve dialogue with the School Committee and continued support for quality educational services.**

COUNCIL GOALS - SUMMARY SHEET

2003

		JA	CB	SC	RdG	RJR	TR	RW
→ 6	control taxes	✓	✓	✓		✓	✓	✓
	+ improve schools - maintaining quality					(✓)	✓	
→ 3	Council/School/Committee				✓	✓		
	School funding formula				✓	✓		
→ 5	regionalization	✓	✓	✓			✓	✓
3	8 Soule school future					✓	✓	
	review town owned properties							✓
1	Webster Rd. wells						✓	
→ 4	growth management				✓	✓	✓	✓
	village planning							
	auxiliary apartments					✓		
	open space planning					✓		✓
	exit #9 improvements			✓				
→ 3	Communication/resident service/website			✓			✓	✓
2	trucks / Rt. 1	✓	✓					
1	paved streets					✓		
2	community center					✓		✓
	economic development	✓	✓		(✓)	✓		✓
	(downtown)		✓		(✓)	(✓)		
→ 6	(eastland)			✓				
	(grocery store)	✓						
	(small businesses)				✓			

RJR 3/15/03

LEASE AGREEMENT - 4th draft

LEASE made this 1st day of April, 2003, by and between the Town of Freeport, a municipal corporation located in Cumberland County, Maine with a mailing address of 30 Main Street, Freeport, Maine 04032 ("Landlord") and Carter Becker, doing business as Falls Point Marine, with a mailing address of 72 South Street, Freeport, Maine 04032 ("Tenant").

WITNESSETH:

1. Premises Leased. Landlord does hereby Lease to Tenant, and Tenant does hereby Lease from Landlord, the entire building and lot north of the boat ramp and a portion of the lot at the southerly end of the site located at 3 South Freeport Road, Freeport, Maine, commonly known as the Dunning Boatyard. The land and conditions of use are more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

2. Term. The term of this Lease shall be five (5) years, from April 1, 2003 to March 31, 2008. Should the Town of Freeport decide to continue leasing the property after the expiration of the lease, Carter Becker will be given the first right of refusal.

3. Rent. Tenant covenants and agrees to pay monthly rent of five hundred dollars (\$500) per month. Payments are due the first day of each month. Rent shall increase 3% for each annual period. Late payments shall result in a \$25.00 penalty after the 10th of each month and a \$50 penalty thereafter after the 25th of the month. Tenant may make quarterly rental payments in advance and receive a 3% discount in the monthly rental fee.

4. Tenant's Covenants. Tenant acknowledges by entry thereupon that said Premises are in good and satisfactory order, repair and condition and covenants the following:

- (a) To pay, when due and without offset or deduction, all rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Premises, and all charges for electricity, heat or other utilities supplied to the Premises.
- (b) 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 of this Lease, Tenant will keep neat and clean and maintain in good order, condition and repair (reasonable wear and tear excepted): all interior nonstructural portions of the Premises including, but not limited to; lamping (lamps, ballast's, bulbs, etc.); fixtures; interior walls; floors; ceilings; signs (including exterior signs where permitted); and all wiring electrical systems, interior building appliances, heating, and ventilation systems and equipment to the extent such systems, appliances and equipment are located entirely within the Premises. The Tenant also agrees to be responsible, at its expense, for the removal of snow, mowing and maintenance of landscaping of the boatyard and agrees to keep the premises neat, orderly and in a workman like manner. The premises shall be kept free of garbage and debris in keeping with the neighborhood and the Freeport community's use of the boatyard for launching and recovery of boats and permitting parking of vehicles and trailers, and to not permit, keep or store materials outside the building other than boats, boat parts or materials used for boat repairs or marine contracting. The Tenant also agrees to provide toilet facilities for employees including the Tenant.
- (c) Not to injure or deface said Premises or building; not to permit on said Premises any auction sale, nuisance, not to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or

ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building (other than those agreed to in writing by Landlord). Tenant may not use or store in the Premises any chemicals or substances deemed to be hazardous under federal, state or local laws or regulations, except in compliance with such laws and regulations. Upon termination of this Lease, Tenant will, at its expense, remove all of its Hazardous Materials from the Premises and comply with all applicable state, local and federal laws as the same may be amended from time to time.

- (d) Not to assign this Lease nor make any sublease at any time without the Landlord's prior written consent.
- (e) Not to make any alterations or additions (except as herein agreed) without written permission from Landlord, which shall not be unreasonably withheld, nor to permit the making of any holes in any part of said building
- (f) That the landlord may enter the Premises with notice to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises
- (g) To save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on the Premises.
- (h) To insure Tenant and Landlord, as their interests appear, with comprehensive general liability insurance including Broad Form Comprehensive General Liability coverage on the Premises, naming the Town of Freeport as "Additional Insured", in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve but in amounts no less than one million dollars (\$1,000,000) combined single limit with a reasonable deductible. Further, said policy shall not be cancelable by the insuring insurance company upon less than thirty (30) days prior written notice to Landlord. Tenant shall provide landlord with proof of insurance coverage by March 1 of each year.
- (k) To hold all the property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, to maintain such property in good working order and to pay any and all costs, charges and expenses in connection with its operation and maintenance.
- (l) To permit Landlord or its agents to examine the premises with reasonable notice at any reasonable time, or time when emergency access is needed, during the Lease term and, if Landlord shall so elect, to make any repairs or additions (structural or otherwise).
- (m) To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease which has not been complied with.
- (n) Not to suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, attaching by reason of the conduct of the Tenant and to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Landlord's title or interest in the building, the Premises, or any portion thereof.
- (o) To maintain all safety appliances required by law or any public authority.

(p) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights and remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.

(q) ~~That acceptance by Landlord of a lesser sum than the gross rent, or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the premises.~~

(r) The Landlord may with reasonable notice,

- retain and use in appropriate instance keys to all doors within and into the premises. No lock shall be changed by Tenant without the prior written consent of landlord;
- enter upon the Premises and exercise any and all of the Landlord's rights without being deemed guilty of an eviction, trespass or disturbance of Tenant's use or possession and without being liable in any manner to Tenant, as long as Landlord acts in good faith.

5. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that a substantial portion of the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Premises are thereby rendered untenable, then Landlord may terminate this Lease upon written notice to the Tenant and the rent shall be prorated as of the date of such termination.

6. Default and Landlord's Remedies. 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 this Lease and on its part to be performed or observed within thirty (30) days after receipt of written notice of default, (except for payment of Base Rent or other monetary charges and except for default of Tenant's insurance requirements, for both of which there will be only a five (5) day cure period), 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's property by a court of competent jurisdiction, Landlord shall be entitled to all remedies available to Landlord at law and/or equity including, without limitation, the remedy of forcible entry and detainer. Tenant covenants that in case of such termination, the rental payments shall accelerate and tenant shall forthwith pay to Landlord as damages a sum equal to the amount of rent and other payments called for hereunder for the remainder of the term, notwithstanding the foregoing Landlord shall be under an affirmative obligation to use good faith in efforts to mitigate its demands resulting from tenants breach. The net benefit of all such mitigation shall reduce tenants obligations hereunder. Notwithstanding the foregoing, in the event the Tenant violates this Lease by storing boats or equipment outside the two areas designated for storage, service, repair, or parking as shown on Exhibit A, or places on the premises materials prohibited by this Lease, and fails to correct the violation within five (5) days of receipt of written notice of violation, the Tenant shall pay the Landlord a penalty of \$25 per day of violation.

7. Notice. Written notice from Landlord to the Tenant shall be deemed to have properly been given if mailed by certified mail to the Tenant at the address set forth hereinabove. All notices to the Landlord and rent shall be sent to Landlord's address as hereinabove set forth.

8. Use of Premises. Landlord acknowledges and agrees that Tenant will use the Premises to operate a boat yard and marine services.

9. Building Improvements. The building will be leased as is. Any work performed must be authorized by landlord in advance. Any improvement to the building or other parts of the Premises shall be owned by the Landlord and shall not be removed by Tenant at the end of the term by expiration or termination of this Lease unless requested by Landlord, except that the Tenant shall be entitled to remove all trade fixtures prior to the end of the term, provided Tenant repairs any damage done to the Premises by their removal.

10. Security Deposit. Tenant shall be required to pay a security deposit equal to the first and last month's rent prior to occupying the property Total \$1,000.00. To be held by the Town with no interest to the Tenant.

11. Holdover. If Tenant remains in possession of the Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, except for Minimum Rent, shall be applicable. If Landlord and Tenant are negotiating an extension or renewal in good faith, the Minimum Rent shall continue at the same rate required by the Lease for the prior months for a period not to exceed three months; thereafter, Minimum Rent shall be increased to one and one half (1 1/2) times the then-current Minimum Rent for the period just preceding such termination. Landlord and Tenant may terminate any such month-to-month tenancy by giving the other party thirty (30) days prior written notice.

12. Entire Agreement. This Lease encompasses the entire agreement between the parties. It supersedes all prior agreements or understandings. In entering into this Lease, the parties are not relying on any agreement, understanding, or representation not contained herein. This Lease may only be amended only by a writing signed by both parties hereto.

13. When Lease Becomes Binding. Only the Town Manager of Landlord shall have 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 Leased 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. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant unless the assignment to such party has been approved by Landlord in writing.

14. Limitation of Liability. Tenant agrees to look solely to Landlord's interest in the Premises and any applicable insurance coverage for recovery of any judgment from Landlord.

15. Contract Termination. Either party may terminate this Agreement within thirty days of the effective date of the Agreement by providing written notice. Should either party terminate the Agreement within the thirty-day period, the building must be vacated no later than June 1, 2003. Rent shall be paid in accordance with the terms of this Agreement until June 1, 2003.

16. Meetings. Both parties agree to meet annually (more often if necessary) to discuss issues surrounding the use of the facility.

17. Environmental Compliance. The Tenant shall comply with all local, state and federal environmental laws.

18. Boat Ramp/Channel. The Tenant shall keep the channel and boat ramp clear of tenant's equipment and materials.

19. Water Service. The landlord will attempt to provide water to the site. The landlord obligation shall terminate at the service valve at the right of way. If water becomes available the Tenant shall pay an additional \$25.00 per month for the remaining term of the lease.

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

WITNESS:

Judith Hawley

THE TOWN OF FREEPORT, MAINE
(LANDLORD)

By: [Signature]

Dale C. Olmstead, Jr., Town Manager

[Signature]

FALLS POINT MARINE

By: [Signature]

Carter Becker

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