

SELECT BOARD MEETING

TOWN OFFICE at 6PM

WEDNESDAY, AUGUST 28, 2024

Join Zoom Meeting
<https://zoom.us/j/96374295063>

Meeting ID: 963 7429 5063
 Passcode: 942416

1.	Call to Order:	Establish Quorum:
2.	Accept Minutes of the August 14, 2024 Regular Meeting.	
3.	Visitor's Comments:	<ul style="list-style-type: none"> • <i>Ferry Service Update</i> • Sea Level Rise Update • Update on Municipal Building Project
4.	Upcoming Meetings and Subcommittee Reports: Planning Board: September 9, 2024	
5.	Town Manager Report:	6. Correspondence:
6.	<u>Old Business:</u> 1.	
7.	<u>New Business:</u> 1. G.W.I. Contract: Network Operator Services Agreement Renewal 2. Sign Special Town Meeting Warrant for 9/4/24 RE: IAP Boundary	
8.	<u>Other Business:</u> 1.	
9.	Approve Warrant: FY25 #5	
10.	Appointments: Energy: Janis Petzel, Trevor Blackford Sea Level Rise: Peter Rothschild	
11.	Chair Comments:	Individual Selectmen's Comments:
12.		
13.	Adjourn	

W: AGENDA 8 28 2024

MEMBERS:

CHAIR Shey Conover 2026	Lauren Bruce 2025	Stephen Pendleton 2027	Melissa Burns 2026	Peter Anderson 2025
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Islesboro Select Board
Regular Meeting
Town Office Meeting Room & via Zoom
Wednesday, August 14, 2024 @ 6:00 PM

DRAFT MINUTES

Members Present:

Chair Shey Conover, Vice Chair Lauren Bruce, Melissa Burns, and Peter Anderson

Members Present via Zoom: Stephen Pendleton

Others Present:

Town Manager Janet Anderson

Others Present via Zoom:

Maggy Willcox, Peter Willcox, Fred Porter

Call to Order: Chair Shey Conover called the meeting to order at 6:00 PM, and a quorum was established.

Minutes of July 24, 2024 Special Meeting, and July 31, 2024, Regular Meeting.

MOTION BY L. Bruce, seconded by P. Anderson, to approve the minutes of July 24, 2024 Special Meeting and July 31, 2024 Regular Meeting, as written. No discussion. Roll Call. Motion passed, 5 yes, 0 no.

VISITOR COMMENTS/PETITIONS

None.

FERRY SERVICE UPDATE

No update.

SEA LEVEL RISE

S. Conover reported that the next SLR meeting will be Tuesday, August 20th at 5:30pm. Goodbye reception for Island Fellow Liv Lenfestey ending fellowship, August 27th, 5:00pm. We received word that we were awarded \$75,000 to continue planning.

MUNICIPAL BUILDING PROJECT

L. Bruce reported that the committee is getting close to having key things pinned down on the Up-Island Public Safety Garage.

UPCOMING MEETINGS AND SUBCOMMITTEE REPORTS

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- MDOT Public Info Meeting: August 22nd, 6:00pm. In Town Office re: Ferry Terminal Project
- Planning Board: August 26th, 5:00pm.
- Sea Level Rise: August 20th, 5:30pm.
- Subcommittee Report for Lighthouse Committee: M. Burns reported she received word from Ken Smith that they have received \$13,405 in renovation donations. They've recently started accepting credit card payments at the museum. For each day in a one-week span, over 75% of sales were by credit card. There's been a 200% increase in sales over last year during that week.
- L. Bruce added that last night there was a get together at the Lighthouse to celebrate the Puma model's return after being restored. It was a sweet event.

TOWN MANAGER REPORT

- Packet included Agenda for 8/14/24 and Minutes of 7/24/24 Select Board Special Meeting and 7/31/24 Select Board Regular Meeting.
- Committee Minutes:
 - 7/25/24 Lighthouse Committee minutes.
- Correspondence
 - Bar Harbor Wealth Management July Sub-accounting report.
 - 8/8/24 Maine DOT letter regarding \$75,000 grant for the Narrows.
 - 8/9/24 notice from DOT re: 8/22 Public Meeting for Ferry Terminal improvements
 - Received on 8/7 from Ed Bacon \$100 donation for childcare at future Town Meetings.
 - 8/7/24 email from Fred Porter, Vice Chair of the Safe Roads Committee, and Jeff Glotzl, Chair, recommending closure of this committee.

MOTION BY M. Burns, seconded by L. Bruce, to close the Safe Roads Committee.

Discussion: S. Conover thanked Fred Porter for action on this. Roll Call. Motion passed, 5 yes, 0 no.

- Manager
 - 8/7 Tina sent out 677 Broadband bills coming at just over \$250,000.
 - Karen & Dick Cilley's home burned on 8/8. There are various ways people are donating.
 - The GoFundMe page is at \$77,000
 - The Meal Train is filled through next Wednesday
 - Pete has been able to raise about \$800 - \$900
 - Jen McFarland has also been raising money
 - Checks are being collected by Melissa at the school
 - The Second Baptist Church is collecting for them
 - Both stores have accounts for them, which folks can donate to.

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- Great response from our Fire & Emergency teams, and Lincolnville.
- 8/13 the roads were striped.
- 8/20 taxes will be committed, and tax bills will go out soon after.
- Warrant FY25 #4

CORRESPONDENCE

No other correspondence.

OLD BUSINESS

1. Lessons Learned from Town Meeting
 - S. Pendleton asked if we've put out the survey. J. Anderson replied that we haven't. S. Pendleton stated it's too late to pursue this at this point.

NEW BUSINESS

1. Resolution of the Select Board authorizing the sale of \$2,616,332 General Obligation Bonds.
 - This is the total amount that was approved between two Town Meetings.
 - J. Anderson stated that in this case we're going to spend it within a year. We won't get it until November. We have donation money to carry us over.

MOTION BY L. Bruce, seconded by P. Anderson, to authorize the sale of \$2,616,332 General Obligation Bonds. Roll Call. Motion passed, 5 yes, 0 no.

2. Opening for MSFS Advisory Board Member.
 - S. Conover stated that it's exciting to see a lot of interest from people with a variety of interesting and relevant backgrounds.
 - We have letters received from Peter Willcox, Peter Rothschild, Michael Giardino, Frank Start, and Robert Kochan.
 - P. Anderson asked if there's a residency requirement for this position. S. Conover stated it wasn't part of the posting, but it's a good point to articulate.
 - Fred Porter asked if there would be a conflict of interest if a Ferry employee is in this position. S. Conover replied that she asked this question of John King, and he is not aware of any specific rule of the Advisory Board. It relies on the professionalism of the member.

APPROVE WARRANT: FY25 #4

MOTION BY M. Burns, seconded by L. Bruce, to approve Warrant FY25 #4. No discussion. Roll Call. Motion passed, 5 yes, 0 no.

APPOINTMENTS:

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Annual Slate of Committee Appointments

- Two additional people for the SLR Committee: Peter Rothschild and Lauren Bruce. We can put these on the agenda for the next meeting.
- The Energy Committee has two new members for the next meeting also.

MOTION BY P. Anderson, seconded by L. Bruce, to approve the Slate of Committee Appointments. No discussion. Roll Call. Motion passed, 5 yes, 0 no.

CHAIR COMMENTS

S. Conover: A big thank you to Fire & Emergency Personnel for help with the Cilley's structure fire. It's nice to live in a community that steps up when someone is in need.

VICE-CHAIR COMMENTS

L. Bruce: Ditto. Thank you. It's one amazing community.

INDIVIDUAL SELECT BOARD MEMBER COMMENTS

P. Anderson: Triple ditto. Also, thank you to everyone who donated at Big Island Grille. It made a big difference.

M. Burns: What an amazing community that we live in. Pete Anderson had a salutorian speech that talked about the importance of community, solidarity, and camaraderie that could be revisited. Thank you, everyone.

S. Pendleton: Outstanding participation on the fire.

EXECUTIVE SESSION

1. Concealed Weapon Renewal #FY25-1 pursuant to 1 MRSA §405(6)(F); 25 MRSA §2006
2. MSFS Advisory Board Member – Personnel matter pursuant to 1 MRSA §405(6)(A)

MOTION BY P. Anderson, seconded by M. Burns, to enter into Executive Session at 6:27 PM. No Discussion. Motion passed, 5 yes, 0 no.

See attached Executive Session Notes

Meeting Adjourned at 6:45 PM.

Respectfully Submitted,

Carrie Reed
Secretary

Islesboro Select Board
Regular Meeting
Town Office Meeting Room & via Zoom
Wednesday, August 14, 2024 @ 6:00 PM

.... Minutes of the 8/14/24 Select Board – Executive Session

Session #1

Time in: 6:30pm Motion by L. Bruce and seconded by P. Anderson to **enter** executive session pursuant to 1 MRSA § 405(6)(F) and 25 MRSA § 2006 to consider concealed weapon permit application FY2025-#1.

VOTE: All in favor to enter executive session

Motion by M. Burns and seconded by S. Conover to **exit** executive session.

Time out: 6:34pm

VOTE: All in favor

Returned to the Regular Meeting 6:35pm

ACTION taken:

On a motion by P. Anderson and seconded by M. Burns, moved to approve the concealed weapon permit in case FY25-#1.

Shey-Yes

Melissa-Yes

Lauren-Yes

Peter-Yes

Stephen-Abstained

Session #2

Time in: 6:40pm All in favor to enter the meeting.

To consider MSAB new alternate member pursuant to personnel matters 1 MRSA §405(6)(A).

Back to public session: 6:51pm

ACTION taken:

On a motion by M. Burns and seconded by L. Bruce it was voted to choose Peter Willcox to serve as our MSFS Advisory Board alternate member.

VOTE: Shey-Yes

Lauren-Yes

Melissa-Yes

Peter-Yes

Stephen-Abstained

Meeting adjourned at 6:45pm

Janet Anderson

W: Minutes EX SES

(1)

approved 8/20/24

IMB Committee Meeting Minutes – June 27, 2024

In attendance: Barry Wherren, John Rex Waller, Vicki Conover, Laura Graf, Pete Anderson, Page Clason
Community attendees: Patrick Nettles, GWI team (Donna), Roger Heinen, Trevor Blackford, Frank Start

Quorum call

- We have a quorum of the committee in person

Approve minutes from prior meeting

- Motion to approve from Vicki, seconded from Barry; no discussion – minutes are approved

Opening comments

- Welcome to Donna from GWI
- At Town Meeting, proposed article to allow us to not do open bid for the broadband contract at this time, which passed

Reports

- Standard GWI Reports (detailed report provided)
 - Traffic levels and response times seem good; packet loss is zero
- Town update
 - No update this month from Tina
- On Island Contractor Status – Page C (detailed report provided)
 - CMP upgrading poles so will be future transfers required as they complete their work
 - Spring repairs were heavy after the winter storms, late reports of issues once seasonal residents arrive, some impact from CMP work
 - Would ideally like CMP to report/share the work they do but unlikely to get that transparency
 - Microwave/radio to 700 Acre Island failed and took some time to repair given new equipment, processes, and circumstantial situation (e.g., weather, weekend timing)
 - Support model changed for the products – takes a while to get to Level 2 support that we need for the detailed troubleshooting
 - Delays with shipping of replacement; even with 'advanced replacement' approach – may want to consider having backup spares
 - Could do this with cheaper (or more expensive) equipment if we had the leeway to do that ourselves
 - Page will prepare documentation to outline best practice approach should this happen again

- Requested veto access from GWI to help pinpoint where issues are located (specific to fiber mapping)
- Are there reports that show us which ONTs are up/down? Yes, but can be misleading given power downtimes and seasonal usage
 - Could we have monthly overview and/or pre-storm summary so that we can see where issues may be to proactively fix?
 - Donna can check with Chris on what is possible; will make more sense if our IMB teams can review vs. GWI since we know the possible situations more closely
- Oscillating lines during storms – GWI suggests to start with SPD (spiral vibration dampers) to see how that improves, and then would secondarily consider baffles; if neither of those solve the issues, potential to put a pole in between the two existing ones

Business

- GWI contract update
 - Negotiating productively with GWI on the contract updates; currently on evergreen status and working toward new version for consideration
 - Principal changes include:
 - Remove all language related to start-up and build
 - GWI requested shift in format to more closely mirror their current standard contracts
 - Added mechanism to review invoices to ensure costs/repairs are appropriate
 - Simplified invoicing to streamline Town Office work
 - Requested reduction in price; GWI cut bandwidth fee by 15% which provides ~\$10K savings
 - Change in control – if GWI gets sold, IMB wanted a say in the acquiring company but ended up with an opt-out option without fee if we aren't supportive of the new acquirer
 - Reviewed and debated insurance limits and indemnification language
 - Open item to be discussed related to inflation; requesting higher umbrella coverage for increased cost of network due to inflation
 - Barry will lead work to talk to insurer and GWI to see what the outcome might be; working with Fletcher (GWI)
 - When we get final contract, will bring to the Select Board for consideration
 - Expect that might happen in next few weeks
- Vacant committee seat and election/selection of Vice Chair
 - Vice chair position

- John motioned to elect Barry Wherren, Laura seconded; no discussion, all in favor, none opposed
- Committee seat available due to resignation of Hank Conklin
 - Will double check ordinance on who can be on a Town Committee (e.g., what level of residency is allowed)
 - ANSWER: Nonvoter residents who indicate a desire to serve on committees will be added to the committees where feasible. Resident voters will continue to constitute the majority of membership on all committees
 - Interested candidates are Trevor Blackford, Patrick Nettles, John Michael Speranza, Frank Start, Bruce Walker
 - After discussion in Executive Session, the IMB recommends that the Select Board consider Trevor Blackford for the open seat on the committee

Public Comments

- Comments/questions throughout the discussion related to contract questions, specifically managing repair costs, length of contract and provisions for exit, as well as public review of contract, etc. which were addressed
- Questions about monitoring the outcome of fixes and monitoring of performance when something is repaired
 - Some concerns about technical variation in repairs (e.g., some functionality loss before full outage where a customer would raise a ticket) and how we will monitor if there are not sufficient performance improvements
 - GWI works with Page to check on repeat cases and they look at the details as needed; GWI willing to investigate to show progress and performance standards are being met
 - Committee agrees the primary focus is customer satisfaction in addition to performance; we rely on both the partnership with GWI (and patterns identified through that process) and the cases opened by customers to drive our work
- Communication with CMP – correlating power map; energy committee is trying to work with CMP to get information and perhaps IMB can leverage those discussions and/or leverage public reporting related to pole replacement (which doesn't solve the full set of repairs that impact broadband fibers)
- Supplies/inventory – do we have what we need? Yes, and if not we are getting it quickly from GWI; we're ordering in advance to make sure we aren't short; investigating supply storage to try and have more on hand

Other Business

- Questions raised about grants – although there are a lot out there for new installations, want to consider what might be out there for existing municipal broadband services; Barry will investigate

Moved to executive session

Adjournment motioned by John, seconded by Laura – meeting adjourned at 4:32 pm without objection.

Islesboro Energy Committee
Regular Meeting
Tuesday, July 9, 2024
In-Person and Zoom Meeting at 5:15 PM

APPROVED

8/13/24

MINUTES

1. Call to Order

Chair Harriet Bering called the meeting to order at 5:15 pm.

2. Establishment of a Quorum

Quorum was established with over 5 members

Members Present: Chair Harriet Bering, Vice Chair Bill Thomas, Cressica Brazier, Dick DeGrasse, Monica Mullins, and Melissa Burns, Ex Officio

Members Present via Zoom: Myra Sinnott

Members Absent: Toby Martin, Josh Leach, and Holly Fields

Others Present via Zoom: Christine Robb

3. Approval of minutes from previous meeting

Motion: To approve Minutes of June 11, 2024, as written, C. Brazier, seconded by M. Sinnott. No discussion. Roll Call. Motion passed, 5 yes, 0 no. B. Thomas abstained.

4. Quick Updates on On-going Projects/Old Business

a. Library/Town Office update (Cressica)

- Bill reported that the heat pump system at the Town Office should be done by Thursday. The invoice is dated as of last fiscal year.
- The heat pump that used to be in this room is now installed at the Transfer Station.
- Monica reported that the lighting fixture that's been hanging in the PS Garage by one bolt is now half off the ceiling. It may damage a fire truck or fall on someone's head. We need to get this fixed. Monica will ask the Fire Chief who should do this. We may need a licensed contractor. Monica will check.
- Cressica reported that the LED upgrade at the library has been completed. The motion sensors are working.
- We got a heat pump proposal for the library from SolarLogix. We were waiting to see how they did in this building first. Melissa will review it with them, in terms of locations. We got two bids, and SolarLogix was the better bid.
- They will not go through ceiling (insulation recently installed) or the historical structure.
- Dick asked about a financial analysis and data for fuel usage over 12 months. Bill will provide a copy.
- Cressica stated that SolarLogix has very good engineers who designed the system. We can rely on them. They are calculating based on high and low temperature parameters.

b. Municipal Building Project Update

- Dick asked about heat loss data of the new Health Center building. From that, we can determine what kind of heating system is proposed. Cressica replied that we haven't yet received any mechanical system design information. She has requested it from the

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engineers, but hasn't received it yet. They have already designed it and contracted it out. It will be a Variable Refrigerant Flow (VRF) Heat Pump system. The Energy Committee is not involved in that. It's part of the Construction Manager's project.

- Dick would like to talk with the manager of the project. Cressica stressed that we can talk with Lauren Bruce, but we're not allowed to talk with the design team directly.
- Myra added that Janis and then Cressica have been liaisons to the Municipal Building Project Committee (MBPC), and have advocated for the most energy efficient building, including the HVAC systems. The MBPC has taken our insights seriously. We should be confident that they're taking our suggestions into consideration.

c. EV Charger update (Monica/Holly)

- Cressica reported that the area that was designated for the EV Charger is being used as a staging area for construction. They won't be able to install the charger until the building is further along.

d. Maine utility policy/rates update (Dick)

- Dick stated he has spoken with the Maine Public Utilities Commission on several occasions. There are rate designs and other considerations that might be applied to both the library and the new Health Center building. That's why it's important to know what the heat losses are. We can then look at whether any rate design alternatives might be of help.
- Dick provided a handout with information on a 10-year history of distribution, transmission, and Standard Offer service rates from Central Maine Power (CMP). The 2023 bar includes a solar subsidy, nearly identical to this year.
- The municipality is currently under contract with the Maine Public Options group and Constellation Energy, and they are considerably less.
- Cressica pointed out that these are last year's numbers. The supply component is still the same price as the last time we talked about this, and the Town's contract is .005 cents higher than the Standard Offer. It's 10.6 cents per kWh for the Standard Offer right now, and the Town's contract with MPO is about 10.7 or 10.8 cents. They are nearly the same. Dick believes that the rate for municipalities is lower, around 6 or 7 cents. He believes the 10 cents is for the average retail customer.
- Myra and Cressica believe the contract is for about 10 cents per kWh.
- Cressica pulled up the MPO contract. It states 11.04 cents/kWh. The Standard Offer 10.6 cents/kWh. It just went down by .2 cents on July 1.
- Dick will provide the contract. Bill requested he send it in advance via email.

5. Prize update and info on current application

- Cressica reported that since the last meeting, we've submitted the Clean Energy to Communities (C2C) Technical Assistance Grant application, with Central Maine Power as a partner, in addition to support letters from 12 Islesboro community organizations, plus the Island Institute.

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- For the Rural Energy Prize, we've now successfully made at least 10 non-binding Solar Hosting Agreements with Islesboro residents. These are people who've been willing to sign memoranda of understanding that we will be able to submit with our Prize application. Our goal for this Prize year was to identify sites with people who were interested in exploring building arrays.
- If all of those arrays were built, we would exceed the island's grid hosting capacity for solar. It's a significant number of kW that we could put up. This also means that we have a very low grid-hosting capacity. We were surprised to learn this.
- Harriet asked about the original ETIPP plan. Are we looking at a capacity that's lower than what they projected? Cressica answered that they didn't take into account the actual capacity that we had for connecting to our circuit. They only determined what we needed on the island in order to provide for all of our electricity needs. That number is about 4.7 megawatts, and the hosting capacity is 2.6 megawatts. That's through the standard procedure for CMP for large arrays. However, we're hoping to be able to design a system that can accommodate more solar. One of the ways is through storage. There are other strategies for doing engineering analysis of the system in order to see what it could actually accommodate.
- Myra added that CMP's determination of capacity is the final say, but there are ways to expand the duration of solar. Cressica stated that there's a dynamic capacity as opposed to CMP's conservative capacity. Myra explained that we can design any project we want; CMP will say we can do it if we spend a lot of money to upgrade the system.
- Harriet stated that network upgrades could be a statewide thing if there are a lot of communities doing similar projects. Cressica replied that we could do it with our substation cluster.
- Cressica stated that with the Islesboro Economic Sustainability Corporation (IESC), we've been able to discuss potential public ownership, or ways of having a quasi-municipal owner of the community solar arrays, which will make us eligible for federal funding, allowing larger arrays.
- Kizzi and the Energy Hub have been working hard to collect Home Energy Surveys. We have 120 of our goal of 200, and we're going to keep working on that.
- Last year we started the Rural Energy Prize with five potential partners, including the Community Center, the IESC, the Sustainable Housing and Development Foundation (SHADF), and Revision Energy. This week, we will be submitting letters of support and commitment from nine current and potential partners to confirm the actions we've been taking toward developing the community solar arrays, microgrids, and community engagement. Bill got us a statement from Efficiency Maine attesting to our Town's energy efficiency activities. We will include this in our Prize application.
- The Select Board approved the key Letter of Support for us to confirm a lot of these activities.
- Nearly ready to submit these documents for the \$200,000 Prize at end of this week.
- Myra asked to clarify that only communities that got the first round are able to apply for the second round of the Prize, so it's a smaller pool. Is there a sense of how many are applying? Cressica replied that we've heard from several groups who have accomplished varying degrees of their goals compared to what they imagined. We don't have an island-wide, town-approved solar plan with a financing strategy. Although we didn't put the financing strategy in our initial proposal, we don't have a town-approved plan. There are certain goals we're getting close to,

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but didn't meet, so we'll be reporting on that. Hopefully they'll think we're able to follow through on at least one of these projects so we can be eligible for this Prize. There are 65 groups that are in our track, and about 20 of them might get the second Prize, but there's also another track that has fewer teams in it, and they might shift some of the funding to our track. We don't know what our probability is right now. It's between 33% and 40%.

- Harriet added that it's likely most groups didn't achieve all the goals they set. The things we have just applied for would give us funding that would enable hiring professional management and getting the engineering studies. It would allow us to move forward.

6. Discussion of this year's budget and project plans

- Harriet stated that we did not receive the June summary from Toby.
- At Town Meeting, an ordinance passed that allows us to pay some of our June bills in July of the new fiscal year, and still count it toward the previous fiscal year. That makes it easier since we had some items, such as the municipal building VRF system and the library lighting, that are just finishing up now. Hopefully by the next meeting we'll be able to report on the final numbers.
- The only thing Harriet doesn't know about is the equipment for the Fire Department. Monica stated that it was purchased, and she will send receipts to the group email. Cressica added that it was submitted, but was done on a credit card, so was delayed. The invoice was dated in June.
- We asked for and received \$65,000 for this current year.
 - \$40,000 toward the library heat pump installation and possible electrical upgrade. We are in the process of getting estimates for this. Cressica stated she doesn't think the electrical system needs to be upgraded for the heat pump, but she will confirm.
 - \$2,000 toward secretarial costs for producing the meeting minutes.
 - \$5,000 for a community event.
 - \$5,000 for the purchase of a blower-door test unit. Cressica stated that this was removed. Janet felt it wasn't directly related to Town activities, though it could be.
 - \$13,000 for door sensors, insulation, and dehumidification for the Fire station.
 - Bill stated there should be a line for tightening up the generator room. Myra replied that the insulation for the fire station included the generator room.
 - Myra thought that the possible electrical upgrade for the library was for an EV charger. Cressica replied that this is part of the long-term plan, but we're holding off for now.
 - Melissa asked if the relocation of the municipal building EV charger is in the budget. Cressica stated she encouraged the inclusion of that, but is unsure if it was actually included. The \$5,000 that was earmarked for the blower-door test unit could be shifted for this. Harriet asked how much it will cost to move the charger. Cressica replied that it depends on whether it needs a new entry, how we're going to connect it to the existing electrical system, etc.
 - Myra asked if the relocation of the charger could be done as part of the renovation of the municipal building. Melissa replied that the renovation is for the inside of the building and not outside. Bill stated that he thought it was part of the construction of the new Health Center building. Cressica stated they value-engineered that part out, but in September we might find out if we've gotten approval for the CDS budget, which

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includes EV charging, so we can roll the charger into that project. Melissa recommends putting it in this budget under the \$5,000 anyway, so it can roll into this if needed.

- Discussion about the location of the charger. At one point, it was on the plans abutting the new parking area, away from all the buildings. It's not on the plans now. Bill stated it would be a wise idea to put it on the plans so they can put the wires in before other work is done. Cressica has requested this multiple times. She has faith it will be done.

a. Identify point person for each project.

- Cressica: Library/heat pump
- Josh: Fire Station
- Cressica and Monica: EV Charger
- Community Event? After the Prize submission, we can regroup and decide.

7. Other Business

- Myra reported that Janis Petzel has received an apricot tree from the Energy Committee as a Thank-you, and also as a commemoration for Dave. Janis sent her thanks to the Committee. It was a very sweet gesture and she very much appreciates it, and sends her love.

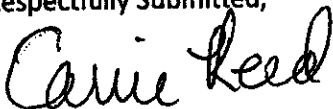
8. Homework for next meeting

9. Next meeting, Tuesday, August 13th, at 5:15pm.

10. Adjourn

Motion to adjourn meeting at 5:58 pm, M. Mullins, seconded by B. Thomas. Roll Call. Motion passed, 6 yes, 0 no, Unanimous.

Respectfully Submitted,



Carrie Reed, Secretary

Islesboro Housing Committee
Regular Meeting
Tuesday, June 20, 2024
In-Person Meeting at 5:00 PM, Town Office

APPROVED

8/15/24

RECEIVED
AUG 21 2024
BY: _____

MINUTES

1. Call to Order

Chair Mike Nelson called the meeting to order at 5:05 PM.

2. Establishment of a Quorum

Quorum was established with over 3 members present

Members Present: Chair Mike Nelson, Tom Tutor, and Melissa Burns, Ex Officio.

Members Present via Zoom: Ginnie Hess, Cate Blackford

Others Present: Susan West

1. C

Others Present via Zoom: Barbara Talamo

3. Approval of minutes of May 21, 2024

Motion: To approve Minutes of May 21, 2024, as written, T. Tutor, seconded by C. Blackford. No discussion. Roll Call. Motion passed, 4 yes, 0 no, Unanimous.

4. Up-Island Town Center – final comments / celebrate voter approval.

- The Up-Island Town Center Article passed at Town Meeting. It is now part of the Land Use Ordinance.
- Durkee's Store property now has more attributes than it did before, and is still for sale.
- Melissa stated that the only objection we heard at Town Meeting was from someone who thought someone south of the Keller Point boundary might want to buy abutting property in the new Town Center to keep it from getting developed.
- With the expansion of the Post Office Town Center, Islesboro Affordable Properties (IAP) will be taking advantage of that.

5. MCOG Housing Working Group – update

- Mike reported that the Maine Council of Governments (MCOG) Working Group seems to have disappeared. They have not set up a second meeting for Waldo County. He hasn't heard back.
- Melissa reported that there's an MCOG meeting in Rockland on June 27th, 11-2:30. They sent a request to the Select Board for representatives for their General Assembly. The Select Board would like Mike Nelson to be one of the representatives, with Melissa Burns.
- Mike gave some background information on the MCOG Working Group for Housing. There were about 5 people who work in real estate at the first meeting. One of the most interesting takeaways was that about 80% of real estate sales currently are cash sales, which drives out the workforce market.
- Ginnie Hess stated that people are getting more creative with 7% interest rates. Baby boomers are selling and right-sizing. First-time homebuyers are borrowing from parents to bridge the gap. Ginnie has seen that about 50% of sales are cash, with out-of-staters coming in with a mortgage.

Islesboro Housing Committee
Regular Meeting
Tuesday, June 20, 2024
In-Person Meeting at 5:00 PM, Town Office

6. Discussion – Next steps

- Mike stated that in the latest Islesboro Island News was an IAP update. The Schnur cottage issue was brought up. There is a project/program for up to seven homes.
- Barbara Talamo clarified that IAP is not set on seven homes. The first step is to finish the two that are underway, which will be two stand-alone 3-bedroom houses. On the other part of the property, they will start with potentially two duplexes, each of which will have two 2-bedroom, 1-bath units, so four more units added. The seventh is aspirational. It depends on fundraising and other regulations, and the availability of funding from the state. It may all be private fundraising. There will be six units coming in the next two or three years.
- Mike asked about state funding for island housing. Barbara stated that we qualify for the rural housing program. Cate added that the island-specific funding was all allocated a few years ago. The rural affordable housing funding has a minimum of five units. The IAP is looking into things we can tweak to meet the criteria, but being ready in August when the funds are ready is a high bar. The state is looking at a projected \$250M deficit in the state budget next biennium; it is in our interest to find ways to move forward to use the funds that have been allocated.
- Mike reiterated that the Housing Committee doesn't want to compete with IAP. We don't want to see the IAP project derailed.
- Tom stated that this group would like to encourage commercial development. The only possible conflict is if we are competing for the same audience of homeowners, but none of us know how large that audience is.
- Tom will share the IAP plans with the Housing Committee. Keep good communication between groups.
- Tom suggested the committee could come up with some sort of ordinance with an impetus to a commercial developer to build affordable/workforce housing, and maybe change our property tax structure, with some sort of covenant that it would be for a year-round dwelling.
- Melissa stated that the Select Board has just hired a new Town Attorney, with a lot of experience in Land Use Ordinances. We can see if there's another program like Hancock County Housing.
- Cate stated she has no experience with tax structure. Most of the incentives she's seen are in zoning and Land-Use, usually for commercial development.
- Tom suggested the first step is to research what other towns are doing.
- Melissa will reach out to new Town attorney after July 1st. She will have Janet set up a Q&A, and will draft an email to run by the Housing Committee first.
- Mike asked if there are any other incentives we can look into. Workforce Housing is sometimes used interchangeably with Affordable Housing, but it doesn't always fit the financial parameters. We are focused on Workforce Housing. We need to attract plumbers, carpenters, electricians, etc. If they get a full workload, they will make \$75,000 to \$100,000 per year.
- Cate mentioned a few ideas for incentives:
 - There is an affordable housing tax increment financing structure that Maine Housing oversees for municipalities. She can look into it more.

Islesboro Housing Committee
Regular Meeting
Tuesday, June 20, 2024
In-Person Meeting at 5:00 PM, Town Office

- Some municipalities are also offering low-cost or no-cost construction loans, basically a revolving fund. The public puts up money for part of the construction costs, and gets paid back at a low interest rate. The municipality then has a stake in the ownership. That usually happens at a larger scale.
- Land donations—making use of municipal land.
- Tom talked about the first idea and how Islesboro Economic Sustainability Corporation (IESC) uses that model for island businesses. If we were to follow up on the first idea, we would go to the Select Board to request they put on a Town Warrant to establish a reserve fund for low-cost building projects. The Select Board would then be gatekeepers for this money.
- Melissa asked if the IESC would be interested in having a branch for housing, since they have a fund structure in place. Tom stated the IESC went through a 2-year fundraising effort with the upfront goal to support local business, and overtly stated during the fundraising that we would not usurp the responsibilities of any other organizations, such as IAP.
- Cate asked about interest rates/payments on construction loans, in developing affordable vs. market-rate housing. If we're looking at Workforce Housing, are there incentives for loans?
- Ginnie stated that lower interest rates help. VA loans are attractive with 0% down and a lower rate than a conventional loan. What ways can the Town support first-time homebuyers?
- Cate will ask some contacts about subsidies for low-cost construction loans. She will bring info to next meeting.

7. Comments from visitors

- Susan West stated she would like to be on the Housing Committee. The committee welcomed her. Mike will let the Select Board know.

8. Next meeting date

- Next meeting Thurs, August 15, 5:00 PM.

9. Adjourn

Motion by C. Blackford, seconded by M. Nelson, to adjourn at 5:50 PM. Roll Call. Motion passed, 4 yes, 0 no, Unanimous.

7. 3:

Respectfully Submitted,



Carrie Reed, Secretary

Islesboro Harbor Committee
Special Meeting
Thursday, May 20, 2024
In- Person Meeting at 6:00 PM, Town Office

APPROVED

7/18/24

MINUTES

Call the meeting to order and establishment of a Quorum:

Chair Ken Smith called the meeting to order and a quorum was established at 5:59 pm.

Members Present: Chair Ken Smith, Earl MacKenzie, Gil Rivera, and Peter Anderson, Ex Officio
Via Zoom: Dylan Purington

Others Present: Dick DeGrasse
Via Zoom: James Cowan, Ted Pendleton

Review applications for two Harbor Committee vacancies

- Dr. Howard Krum – retired aquatic animal veterinarian, will be moving to the island full-time in a couple of years,
- Greg Janney – local electrician, graduate of MMA, significant experience on boats
- Kimberly Grindle – a lot of varied experiences
- Dick de Grasse – experience in US Coast Guard and sailing
- George Evans –former owner of IME and sailing experience

Executive Session

Motion to enter into Executive Session at 6:05pm, by E. MacKenzie, seconded by G. Rivera. No discussion. Roll Call. Motion passed 4 yes, 0 no.

Return to Public Session at 6:22pm.

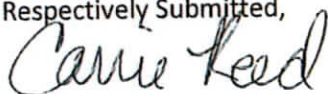
Vote for two applicants to recommend for appointment by the Select Board

Motion to nominate George Evans to the first open position of the Harbor Committee, by E. MacKenzie, seconded by D. Purington. No discussion. Roll Call. Motion passed 4 yes, 0 no.

Motion to nominate Greg Janney to the second open position of the Harbor Committee, by E. MacKenzie, seconded by D. Purington. No discussion. Roll Call. Motion passed 4 yes, 0 no.

Motion to adjourn meeting at 6:24 pm by E. MacKenzie, seconded by G. Rivera. No discussion. Roll Call. Motion passed 4 yes, 0 no.

Respectively Submitted,



Carrie Reed, Secretary

Islesboro Harbor Committee
Regular Meeting
Thursday, April 18, 2024
In- Person Meeting at 6:30 PM, Town Office

APPROVED
7/18/24

MINUTES

Call the meeting to order and establishment of a Quorum:

Chair Ken Smith called the meeting to order and a quorum was established at 6:30 pm.

Members Present: Chair Ken Smith, Earl MacKenzie, Dylan Purington, Gil Rivera, and Peter Anderson, Ex Officio
Via Zoom: Palmer Sargent
Members absent: Stan Makara

Others Present: Dick DeGrasse
Via Zoom: Robert Giles, Hilary Giles

Approval of Minutes of January 18, 2024.

Motion: To approve Minutes of January 18, 2024, as written, E. MacKenzie, seconded by D. Purington. No Discussion. Roll Call. Motion passed 5 yes, 0 no, Unanimous.

Anyone Wishing to Address the Harbor Committee

Dick DeGrasse asked Bob Giles about his plans for the pier and oyster farm in Broad Cove. The pier is not there, and the 12 markers of the oyster farm are unlabeled. It can't be used as an anchorage. Bob replied that he doesn't feel the need to respond. They've been approved by the DMR, and how they plan the farm is not Dick's concern.

Ken Smith asked what this has to do with the Harbor Committee. Dick replied that we should know what's going on in our harbor. He would like to invite a group of boaters to anchor there, but feels the oyster farm might be in the way.

Earl MacKenzie stated that the pier does not belong to Bob Giles; it is owned by another party. He added that this is not the place for this discussion. The anchorage has been discussed numerous times. Dick has a dispute with his neighbor; the Harbor Committee does not want to get involved in that. The approval was renewed for the oyster farm, and it will soon be marked according to the way it should be for the summer.

Dylan added that this is a state-approved lease, and asked what Dick would like the Harbor Committee to do. Dick replied that he would like to know what the plan is for that area, so he can invite his group. Dylan stated the Giles plan to have an oyster farm there.

Ken advised Dick to go through the Department of Marine Resources if he has any concerns. The DMR has a satellite picture of every site around the island. They can send Dick the info.

Earl stated he would follow up with Bob Giles to find out when the markers will go in.

Harbor Master & Deputy Harbor Master Reports

- Earl MacKenzie reported on the damage to Town facilities after the winter. There was more electrical damage than he had realized. Greg Janney evaluated. There were substantial pieces of wood rammed in under the broken conduit. It's all been removed and replaced, it's now fully functioning. Town Manager Janet Anderson has the bill. Hopefully she can submit that to get some of the disaster money to pay for it, as it was near \$10,000.

Islesboro Harbor Committee
Regular Meeting
Thursday, April 18, 2024
In- Person Meeting at 6:30 PM, Town Office

- There was some minor hardware damage. Moorings moved in the first storm. Some were replaced by bigger moorings and set out further with longer chain. Dylan confirmed that the outer float is still a little off kilter.
- The winch is fixed. Josh Conover is taking over responsibility for that, since they utilize it more than PYY does.
- There's been a lot of float damage, and debris from that by the ramp. Earl has been in touch with all of the owners of debris and floats. Starting Sunday, the tides will be higher. Some of the various floats are tangled together. The owners (Kerry Pendleton, Randy Durkee, Les Smith, the Conovers, and Seth Wilbur) are coordinating. Phil Berry is going to come down with a dump truck and excavator. They were supposed to have it done today, but they are jammed in, and it needs to be done at low tide. This next week, things will be moving.
- Earl stated that we will probably have to put guidelines in place that they can bring floats in to unload lobster traps or repair them, but then they need to go somewhere else. We shouldn't store floats there; they can't withstand the storms. This may come under Harbor Master authority. They can get conditional permission for floats.
- Dylan is thinking we could put in Helical moorings for the fishermen to use on the east side of the boat ramp, and keep the west side of the ramp for active repairs. This is just a suggestion.
- Dylan also suggested that if someone has a float, they will need to set a sufficient stabilization (cross ties, etc.) Earl feels that the sea action during storms will break up the floats no matter how they are set. Dylan is concerned about trying to ban. Maybe just suggest storing them in Crow Cove or other safe places. Earl would like to get together with the fishermen and discuss options. Winter weather is getting more severe.
- We've had a few more requests for moorings, not in the organized harbor. Earl has worked with the boatyard to determine where they should go.
- The dinghy float at Big Tree has inner hardware damage. The dinghy float at the ferry is in better shape than we thought; Christian at PYY thinks we can get by a few more years.
- Dylan stated it was suggested that we put in guest moorings. Earl is opposed, due to liability and expense.
- Dylan reported we got one bid for repairs at Grindle Point, for the railing and rotten wood. Dylan asked if he has the authority to approve that. Earl suggested bringing it up to the committee, but Janet would have to be involved. Ken advised him to talk with Janet.
- Earl reported that the sides of the ramp at Grindle Point are breaking down. If we are able to get grant money, we can use some of it for this. Something to keep on the back burner.

Department of Marine Resources (DMR) Bulletin

- Ken handed out copies of an email he received from the Department of Marine Resources regarding Storm Relief funding for the seafaring part of the state. The state is preparing to distribute \$60 M in storm relief to be distributed through the Maine Infrastructure Adaptation Fund.
- Ken stated we can probably use this to pay the electrician's bill. It relates to the working waterfront.
- Dylan stated that there's a grant available for building a dock that improves its resiliency.
- Earl stated that the Grindle Point dock was partially funded by grants for commercial fishing. He said he spoke with Janet about looking to get an advocate to work with the Town to pursue grants like this.

Islesboro Harbor Committee
Regular Meeting
Thursday, April 18, 2024
In- Person Meeting at 6:30 PM, Town Office

- Pete suggested working with Cressica Brazier from the Energy Committee. She is a whiz with grant-writing and finding money. Working with her could be a way to collaborate with the Energy Committee in an attempt to get money to repair docks, especially if it's electrical-related. Pete will reach out to her.

Approve a recommended FY25 budget

- Ken distributed his budget spreadsheet. The bottom number of \$8,000 is for a dinghy float. Janet said the Town has money in the contingency fund for this if needed.
- Pete found a discrepancy between this budget and the one that was presented to the Select Board.
- A couple lines of duplication were found and amended.

Motion to accept the proposed budget of \$40,300, as amended, by E. MacKenzie, seconded by D. Purington. No further discussion. Roll Call. Motion passed 5 yes, 0 no.

Dylan's Harbor Master certification

- Dylan discussed his experience with Harbor Master training at Maine Maritime Academy in Castine with about 50 other Harbor Masters. They did a series of seminars on topics such as grants, aquaculture, mooring inspections, etc.
- Dylan felt he learned a lot, with a variety of folks from around the state. Some Harbor Masters are also in Law Enforcement.
- He completed a safe boating test.
- Earl mentioned that there's been a change in Maine law in licensing for younger boaters. Maine has adopted a safe boating test. Earl would like to put that in the paper, and post it at key places in Town and at the Tarratine Club.

Discussion of developing a Comprehensive Harbor Plan

- Ken stated that the DMR came out with a different approach this year. They're trying to get uniformity around the state in how to deal with aquaculture. The idea is to have a plan that everyone in Town votes on.
- Because of all of the pressures that are coming about, the DMR is having answering sessions throughout the state. Some communities are opposed to aquaculture because of concerns about it taking over. The DMR is in charge of aquaculture. Towns don't have any authority. People are frustrated about this.
- Ken would like to look into getting a grant. We can decide the best course of action for Islesboro. We don't know who owns all the moorings. We know about 90%. If we can hire someone with grant money to identify the moorings, they can get info from the DMR with their satellite pictures and coordinates for all the moorings. The technology is available, but it's time consuming.
- Last year we had 27 aquaculture farms around the island. We probably have more this year. Additionally, if we know who owns the moorings, we can communicate with boaters better when preparing for storms.
- Dylan suggested we can start by printing Google Earth.
- Earl stated his grandson has a drone that we could use to take photos.

Islesboro Harbor Committee
Regular Meeting
Thursday, April 18, 2024
In- Person Meeting at 6:30 PM, Town Office

- Ken stated that in considering someone to hire for this task, we need to have an agreement about which things are most important, and how much time it's going to take to do it. This would be to give the two harbor masters information that they can use.
- Palmer added that having a comprehensive plan puts the Town in a position of being proactive, and not just reacting to situations. Usually, when Towns apply for grant money, having a comprehensive plan puts them in a more favorable position.
- Earl suggested getting together with Dylan this summer to get started on the drone photos and updating the mooring maps. We do need to know every single mooring.
- Ken will get a photo from the DMR website that will show the moorings and coordinates. He will send it to Earl.
- Shey Conover created the mooring maps that are in the hall at the Town Office. It would be good to connect with her to see how she did those.

Discussion of ways the Harbor Committee can collaborate with other Town committees.

- The Select Board has asked us to look for ways in which we can collaborate with other Town committees. We had a meeting on February 15th with the Chairs of the various committees.
- We tried collaborating with the Recreation Committee on a swim dock project a couple years ago. We also attempted to collaborate with the Shellfish Committee and create an Aquaculture subcommittee, but that got shot down. As we move along, there will be more reasons to work with other committees.
- Pete suggested a collaboration with the Energy Committee, as well as the Sea Level Rise Committee. They are working with engineers right now, so they might be able to help with formal guidance.
- The Lighthouse Committee and the Sea Level Rise Committee have been working together.
- Ken asked the Harbor Committee members to stay open to ideas of working with other committees, and share any that come up.

Discussion: What can the Harbor Committee do to help residents prepare for coastal storms? What boat owner information is currently available and assessable for Harbor Masters in the event of a predicted storm?

- "As sea level rises, we can expect that somewhere around 2050, we're going to go from seeing just a few days of high tide flooding a year to seeing somewhere around 70. And then later, towards the end of the century around 2100, we might see high tide flooding nearly every day." Dr. Hannah Baranes, Ph.D.Coastal Scientist.
- Ken stated that if we can expect around 70 storms like the few we had this winter, the Harbor Masters' jobs are going to change dramatically. Earl replied that he has already been making numerous phone calls before weather.
- Ken added that as a public service to the community, the Harbor Committee will most likely also take a role in warning people about events like this.
- Earl stated he has been advising people to search for "Penobscot Bay Marine Forecast" and keep the first link on their phones. This is a simple thing that people can do.
- Ken stated that the Harbor Masters will be making recommendations to people who are putting in docks. They need to be higher, with more durable material. Dylan stated that there's a number for the new recommendation. It might be up 3.9 feet from the previous standard.
- Anything on the eastern side of this island, is going to be exposed. Harbor Masters will be more important than they have been in the past in the development of docks, and make recommendations.
- Earl agreed that Harbor Masters need to be more proactive.

Islesboro Harbor Committee
Regular Meeting
Thursday, April 18, 2024
In- Person Meeting at 6:30 PM, Town Office

- Pete suggested updating a master list of mooring information, and creating a single-page flyer or mailer of some kind, that you can present to people who are registering for a new mooring, and send to people who have moorings. Earl replied that they have that for moorings that are in the organized harbors, and those fields are now full.

Duties and responsibilities of Harbor Masters

- Ken gave out copies of the Ordinance.
- Harbor Masters have discretion, but not beyond the Ordinance. The Town voted on these items.
- Ken is encouraged that we enforce the Ordinances. As tough as it may be for some people, the Town expects it.
- Anything that the Harbor Committee can do to help, let us know. If you have to cite someone who doesn't follow directions, Fred can issue a summons.

**Motion to adjourn meeting at 7:33 pm by E. MacKenzie, seconded by D. Purington. No discussion. Roll Call.
Motion passed 5 yes, 0 no.**

Respectively Submitted,



Carrie Reed, Secretary



PRESS RELEASE
For Immediate Release

The Town of Islesboro is pleased to announce it has received a **\$2,269** dividend check from the Maine Municipal Association because of its **good performance and loss prevention efforts**. The association manages three self-funded pools for municipal and quasi-public entities in Maine: The Workers Compensation Fund (established in 1978), The Property & Casualty Pool (formed in 1987), and The Unemployment Compensation Fund (formed in 1978). These programs are overseen by governing boards of elected and appointed municipal officials.

This year, more than 83% of program participants received dividends for their effective risk management practices and favorable loss experience. Specifically, the Workers Compensation Fund distributed nearly \$725,000 in dividends, while the Property and Casualty Pool paid out almost \$600,000. In total, over \$1.3 million was returned directly to Maine Municipal Association members.

Since 1997, the association has consistently provided dividends, resulting in over \$28 million returned to participating members. For additional details about the MMA Risk Management Services programs, including online training and other services, you can explore their offerings on their website at www.memun.org or call

ASSESSORS' CERTIFICATION OF ASSESSMENT

WE HEREBY CERTIFY, that the pages herein, numbered from _____ to _____ inclusive, contain a list and valuation of Estates, Real and Personal, liable to be taxed in the Municipality of Islesboro for State, County, District, and Municipal Taxes for the fiscal year 07/01/2024 to 06/30/2025 as they existed on the first day of April 2024.

IN WITNESS THEREOF, we have hereunto set our hands at Islesboro this 20 day of August, 2024.

Municipal Assessor(s)

MUNICIPAL TAX ASSESSMENT WARRANT

State of Maine Municipality Islesboro County of WALDO
To JANET R. ANDERSON, Tax Collector

In the name of the State of Maine you are hereby required to collect of each person named in the list herewith committed to you the amount set down on said list as payable by that person.

Assessments:

1. County Tax	931,098.00	
2. Municipal Appropriation	4,508,665.00	
3. Tax increment financing plan amount	0.00	
4. Local Educational Appropriation	2,688,020.00	
5. Overlay (Not to Exceed 5% of "Net To Be Raised" (see tax rate calculation #16)	66,890.59	
6. Total Assessments		8,194,673.59

Deductions:

7. State Municipal Revenue Sharing	112,232.00	
8. Homestead exemption reimbursement	40,019.70	
9. Business Equipment Tax Exemption reimbursement	16.66	
10. Other Revenue	588,939.00	
11. Total Deductions		741,207.36
12. Net Assessment for Commitment		7,453,466.23

mil rate: \$11.90
mil = \$624,085

\$11.90 mil rate



DRAFT

NEW

Network Operator Services Agreement

This Network Operator Services Agreement (“Agreement”) is made on the __ day of __, 2024 (“Effective Date”) by and between BIDDEFORD INTERNET CORPORATION, d/b/a Great Works Internet (“GWI” or “Network Operator”), a Maine corporation, with offices located at 40 Main St., Suite 13-127, Biddeford, ME 04005 and the Town of Islesboro (“Town” or “IMB”) with offices at 150 Main Rd, Islesboro, ME 04848. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party.” This Agreement replaces and supersedes an agreement between the Parties entitled GWI-IMB Network and Subscriber Operating Agreement dated November 17, 2017 (“2017 Operating Agreement”).

WHEREAS, Town is the owner of a fiber optic network and related infrastructure (“IMB Network”) as defined herein located in Islesboro, Maine; and

WHEREAS, Town offers for the benefit of the Town of Islesboro and its residents an internet access service using the IMB Network for residential and business use; and

WHEREAS, GWI currently provides operating services to operate the IMB Network on behalf of Town pursuant to the terms of the 2017 Operating Agreement; and

WHEREAS, each Party acknowledges and agrees that the other Party has met the terms of the 2017 Operating Agreement as of the Effective Date, and that the IMB Network is in good working order, subject to ordinary wear and tear and routine or scheduled maintenance as described in an “as built” documentation maintained by GWI and owned by the Town; and

WHEREAS, Town desires for GWI to continue to provide IMB Network Operator Services (defined herein); and

WHEREAS, GWI is willing to provide the Network Operator Services during the Term (defined herein) under the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties desire to replace the 2017 Operating Agreement with this Agreement and upon the execution hereof by both Parties the 2017 Operating Agreement is replaced and superseded by this Agreement; and

WHEREAS, capitalized terms used in this Agreement are defined herein and/or in **Appendix 1**, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the foregoing recitals and each of the attached schedules, exhibits and appendices are expressly made an integral part of this Agreement as if set forth in their entirety below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1 – NETWORK OPERATOR RESPONSIBILITIES

1.1 Network Operator. GWI will serve as the network operator of the IMB Network by providing to and on behalf of Town the Network Operator Services throughout the Term, for the compensation set forth in Section 4 and in accordance with the terms and conditions in this Agreement.

1.2 Network Operator Services. Network Operator Services shall consist of the Network Operator Services set forth in **Schedule A** hereof. GWI will be the sole provider of the Network Operator Services during the Term.

1.3 Performance Requirements. Network Operator will perform the Network Operator Services in accordance with applicable law, regulations, codes, Industry Standards and, as

applicable, the Service Level Agreement performance measurement requirements set forth in **Schedule B**. The term Industry Standards shall mean the current usual and customary industry practices within the industry as they are in effect at the time and within the State in which the work is performed.

1.4 Communications with Town. In the performance of the Network Operator Services, Network Operator will timely communicate with the IMB Point of Contact team as necessary and as set forth in **Appendix 2**. GWI and its authorized personnel will not engage in verbal or electronic communication with any person other than the authorized IMB Point of Contact team on Town or IMB matters, except for communications related to the Network Operator meeting its obligations set forth in this agreement.

1.5 Network Operator Authorized Personnel. Network Operator will authorize its employees or qualified subcontractors to carry out the duties of the Network Operator Services. Such personnel are deemed "Authorized" and no Network Operator Services will be performed by unauthorized personnel. Upon request by Town, Network Operator will provide Town the names or list of names of such authorized personnel and accept Town comments which GWI may factor into hiring or authorization decisions. Network Operator shall be responsible for paying, managing and overseeing any subcontractors engaged by Network Operator to assist in the performance of the Network Operator Services. Network Operator acknowledges that the Town has expressed a preference that qualified Town residents be considered for such authorized work where appropriate.

1.6 Additional Services by Separate Agreement or Amendment. Town may from time to time during the Term request services in addition to the Network Operator Services. Upon such request, the Parties will cooperate to discuss the nature of the work, and to negotiate the terms, conditions, and prices upon which the services may be provided by mutual agreement; provided that in any case, neither Party shall have any affirmative obligation hereunder to perform or pay for such services unless and until the Parties agree in writing signed by both Parties in the form of a separate agreement or, as the case may be, an amendment hereof or addendum hereto setting forth the terms upon which such additional services will be provided to Town.

1.7 Network Improvements and Upgrade Consultations. As part of the Network Operator Services, Network Operator will, from time to time, consult with and advise Town on (i) the need for, and the design and implementation of, any upgrades and/or improvements to the IMB Network that Network Operator considers necessary for or with respect to the delivery of Network Operator Services ("Network Additions & Upgrade(s)"); and, (ii) the estimated cost of labor and materials expenses necessary to complete the Network Additions & Upgrades. Network Operator will receive Town approval for any such Network Additions & Upgrades before performing the work and/or the engagement of any contractor to be hired by IMB or Network Operator with respect thereto. IMB, and not Network Operator, will be responsible for the cost of and payment for any approved Network Additions & Upgrade, the cost of which may be invoiced to IMB by Network Operator or directly by any third party contractor engaged for such purposes. Network Operator will not be responsible for the failure to meet a performance obligation hereunder resulting from the failure of IMB to approve and/or pay for a Network Addition & Upgrade.

1.8 Telephone Service. Network Operator Services do not include the provision of any services beyond any Demarcation Point (defined below) or any telephone services to Subscribers. Notwithstanding the foregoing, GWI may separately market and provide such telephone services to Subscribers using the IMB Network and contact IMB Subscribers to facilitate the provision of telephone services.

1.9 IMB Services/Marketing. Town offers broadband access using the IMB Network to residences and businesses located within the IMB Service Area who subscribe to the service for a fee ("IMB Services"). The Network Operator Services are not IMB Services, provided that Network Operator will perform certain support services as part of the Network Operator Services as set forth in **Schedule A**. Town will be responsible for all marketing of the IMB Services to Subscribers. Subscribers shall subscribe for IMB Services from or through Town and pay Town for such services. Network Operator is not responsible for marketing or sales. All IMB Services will be marketed and sold under the IMB brand or trade name, including as from time to time set forth in the Town website and IMB marketing literature.

1.10 Work Beyond Demarcation Point. The Network Operator Services do not include work or services beyond any Demarcation Point(s). Without limiting the foregoing, but for additional clarity, Network Operator shall have no responsibility or obligation hereunder to perform any work or services hereunder with respect to any Subscriber Equipment. Subscriber Equipment shall be the responsibility of the Subscriber.

1.11 Review of IMB Network Operator Invoices. In conjunction with the periodic reporting and monthly invoicing, the Network Operator will review invoices, charges and rates of authorized personnel engaged and paid for by Town, and use reasonable efforts to advise regarding whether (i) the invoices appear accurate and (ii) the charges and rates generally appear consistent with market rates for similar services.

1.12 Acts or Omissions of Third Parties/Other. In addition to any other limitation of liability set forth in this Agreement, Network Operator is not responsible for, and will not be in default of its Network Operator Service obligations hereunder, resulting from or caused by the following acts or omissions by a third party, including any engaged or performed by Town:

- (i) Failure on the part of third party and/or ISP equipment, third party and/or ISP provided optical fiber, Subscriber Equipment, IMB Equipment, or third party and/or ISP's vendor's equipment;
- (ii) Failure of electrical power to the IMB Network;
- (iv) Network Operator's inability to obtain access to IMB PofC or premises, Subscriber Premises, the IMB Network or other property, necessary to provide a Network Operator Service or remedy a defect in product and/or equipment;
- (v) Scheduled maintenance and emergency maintenance periods within allotted time frame;
- (vi) Scheduled upgrade of product at the request of Town ;
- (vii) Network Operator's inability to repair due to utility safety restrictions

SECTION 2 – Town RESPONSIBILITIES

Network Operator's obligation to perform the Network Services are subject to and contingent upon Town performing the Town responsibilities set forth below.

2.1 Town Listed Responsibilities. Town will comply with and meet the “Town Responsibilities” set forth in **Schedule C** hereto.

2.2 Payment Obligations. Town will timely pay all costs and expenses with respect to the IMB Network. Town will timely pay all invoices, payments obligations and reimbursements to Network Operator and any third party with respect to the IMB Network.

2.3 Facilities. Town will provide at no cost to Network Operator environmentally controlled buildings and facilities, including without limitation, storage facilities for spare parts and replacement fiber, equipment and inventory. All such buildings and facilities shall meet all applicable manufacturer warranty requirements and specifications concerning the placement, safe keeping and storage of equipment. Town will provide at no cost to Network Operator all utility services thereto and for the IMB Network, including electricity, all as necessary and required for installation, operation, and maintenance of the IMB Network and provision the Network Operator Services. All such facilities shall be at locations reasonably acceptable to Town.

2.4 Easement Rights and Permits. Town represents and warrants that it has secured, and during the Term Town will secure, keep and maintain, comply with, and timely pay all costs and fees with respect thereto, all rights, easements, consents, permits, licenses, attachment agreements and other agreements for and with respect to the IMB Network and necessary for the provision of the Network Services (“Consents”). Without limiting the generality of the foregoing, such rights shall expressly permit, or Town will separately secure at no cost to Network Operator, all necessary rights for Network Operator, or any subcontractor, to perform the Network Operator Services, including without limitation, use of any access or pathways onto or into Subscriber Premises including up to and including the Demarcation Point. At Town’s option, service agreements with Subscribers may include appropriate easement provisions satisfactory to Town for such purposes. Town may retain Network Operator, on a time and materials basis, for the purposes of assisting Town in obtaining the Consents.

2.5 Compliance with Applicable Laws. Town will comply with all applicable laws, regulations, Consents and manufacturer warranty obligations with respect to the IMB Network and with respect to any services or offerings provided by Town with respect to the IMB Network. To the extent set forth in **Schedule B** as being within the scope of Network Operator Services, and within Network Operator’s control, Network Operator will use commercially reasonable efforts to assist and advise Town in the preparation of regulatory filings, compliance with manufacturer warranties and utility pole attachment agreement requirements.

2.6 Communications and Approvals/Compliance with Escalation Path. Town will make available an IMB Point of Contact (PoC) Team and will timely communicate with the Network Operator through the IMB Point of Contact (PoC) Team, including without limitation timely reviewing and approving requests by the Network Operator in the performance of the Network Operator Services. Town will comply with the communication escalation path set forth in **Appendix 2** hereto, as from time to time updated or modified in accordance therewith.

2.7 Maintenance of Insurance. Town will keep in full force and effect all required insurance policies applicable to the IMB Network and as may be required hereunder, and under any applicable Consent or pole attachment agreement.

SECTION 3 - THE IMB NETWORK

3.1 IMB Network. The “IMB Network” is an “as built”, or from time to time upgraded or expanded, fiber to the premises (FTTP) fiber optic cable network located within the Town of Islesboro and as it is connected to the Network Operator Network. . The IMB Network consists of any and all fiber cables, equipment, radio equipment, fittings, electronics, housings, ONTs, drop service equipment, pole attachment equipment, fiber distribution hubs, the PoP building and all other ancillary equipment and facilities necessary to operate the IMB Network for its intended purposes. A general map or depiction of the existing IMB Network and IMB Service Area is shown on **Schedule D**. A schematic of the IMB Network entitled “IMB Network Schematic” is attached as **Schedule D-1**. A diagram depicting certain major components of the IMB Network entitled “GWI-IMB Diagram 1” is attached as **Schedule D-2**. Any Network Addition & Upgrade constructed or installed during the Term are deemed a part of the IMB Network thereunder and described in the “as built” documentation maintained by Network Operator.

3.2 Ownership and Cost of IMB Network. The IMB Network is owned by Town. All costs and expenses to construct, finance, maintain, operate, improve and upgrade the IMB Network (including the compensation and charges to be paid to Network Operator hereunder) are the sole responsibility of Town. Network Operator shall have no responsibility hereunder for any such costs or expenses, and any such costs or expenses incurred by Network Operator on Town’s behalf in the exercise of the Network Operator Services shall be promptly reimbursed to Network Operator in accordance with the terms of this Agreement.

3.3 Design and Purpose of IMB Network. The IMB Network was designed and constructed to allow for the transmittal and distribution of digital signals in a standards-based Internet Protocol (“IP”) format for standards-based IP applications to the Subscriber Premises from a third party ISP provider. The IMB Network terminates at Demarcation Points located on the Subscriber Premises. By policy, the ONT is the Demarcation Point defining the boundary between the IMB Network and the Subscriber Equipment. Subscriber Equipment is not a part of the IMB Network, and is the responsibility of the Subscriber.

SECTION 4 - COMPENSATION; PAYMENT OBLIGATIONS

4.1 Network Operator Compensation, Fees and Charges. Network Operator will be paid by Town for the Network Operator Services in accordance with the schedule of compensation, fees and charges set forth in **Schedule E – Compensation, Fees & Charges**.

4.2 Third Party Charges. In the event that Network Operator incurs or pays for costs and expenses on behalf of Town, including any third party contractor (other than a subcontractor engaged as a subcontractor of and by Network Operator for the provision of any Network Operator Services) or equipment supplier, Network Operator shall be reimbursed for such costs and expenses as permitted under this Agreement.

4.3 Invoicing and Payment. Network Operator will invoice Town in advance on a monthly basis for all compensation, fees & charges arising under this Agreement. Payment shall be made by check, wire transfer, electronic funds transfer, ACH or other means acceptable to Network Operator. Payment will be considered timely made to Network Operator if received within thirty (30) days after Town’s receipt of invoice. An invoice shall be deemed received when delivered to Town at the Town billing address or email address provided by Town for such purposes under this Agreement (see Section 15). Any invoices not paid to Network Operator within such period, other than as to specific charges contested in good faith in accordance with this Agreement will be deemed past due.

The monthly invoice will also include any third-party charges, costs or expenses for which reimbursement is required. Network Operator will use its best efforts to invoice any third-

party charges in the month the expenses are invoiced by the third-party or paid by Network Operator in the case of a reimbursement request.

4.4 Past Due Invoices. Any invoice not paid within the 30 day time period as set forth in Section 4.3 above will be subject to a late charge of 1.5% per month (or the highest rate allowed by law whichever is lower) on the unpaid invoice.

4.5 IMB Network Taxes and Fees. Town will be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied with respect to or against the IMB Network or any IMB services provided or offered to Subscribers, other than income or sales taxes levied directly against Network Operator with respect to any compensation or fees paid to Network Operator under Section 4.1 for the Network Operator Services. Further, Town will be responsible for, and Network Operator reserves the right to invoice Town for, any generally applicable fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction, but only to the extent relating to any IMB services provided or offered to Subscribers and Town's reasonably allocated portion of the network, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that a Party is required by government or quasi-governmental authorities to collect from or pay to others in support of generally applicable statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Town to pay any such taxes and fees that subsequently become applicable retroactively.

4.6 Price Changes Due to Changes in Law or Industry Standards. In the event that any law, rule, regulation, or judgment of general applicability is passed or adopted after the effective date of this Agreement or any Industry Standard as defined in 1.3 is changed and increases Network Operator's costs to provide the Network Operator Services required under this Agreement (other than income tax expense), Town shall pay Network Operator's additional costs of providing services under the new law, rule, regulation or judgment.

4.7 Annual Adjustments. Network Operator reserves the right to modify the rates and fees set forth Section 4.1 and **Schedule E** no more than once annually for demonstrable increases in the cost of providing the Network Operator Services and/or increases in inflation. Network Operator will provide written notice and documentation of proposed changes by no later than January 31st of each year. In the event that fee increases are adjusted for inflation, any such increase must be based upon and include an adjustment by the annual percentage change in the U.S. Bureau of Labor Statistics Subscriber Price Index for All Urban Subscribers (CPI-U): U.S. city average or changes of the type set forth in Section 4.6 and 4.7. Price increases under this Section 4.7 are subject to the provisions of Section 4.8.

4.8 In the event that Town determines in its reasonable discretion that any additional charges or payments required under Section 4.5, 4.6 or 4.7 would materially and adversely increase the economics of and costs to be paid by Town under this Agreement Town shall have the right to terminate this Agreement subject to the following: (i) Town must provide Network Operator at least thirty (30) days advance written notice of termination; (ii) provide Network Operator sufficient time under any third party contract to which Network Operator is a party in connection with the provision of the Network Operator Services (i.e., with an approved subcontractor) to terminate any subcontract without financial penalty or damage; and (iii) the provisions regarding the effect of termination set forth in Section 5 hereof.

Notwithstanding the foregoing, the Parties may mutually agree to negotiate changes to the rate schedule for a period of thirty (30) days of notification of the increases (or such longer period as

the Parties may mutually agree), during which time of negotiation the then-current pricing before the rate increase will remain in effect.

SECTION 5 – TERM AND TERMINATION

5.1 Term. Unless sooner terminated as provided herein, the term of this Agreement shall be for one hundred and twenty (120) months from the Effective Date ("Term,") Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior written notice of non-renewal is delivered by either Party to the other at least ninety (90) days before the expiration of the Initial Term or the then-current Renewal Term.

5.2 Town Right of Termination Upon Lack of Appropriations. In the event that the Town of Islesboro fails to vote, at any annual meeting approving the Town budget during the Term, to authorize or appropriate funds sufficient to operate the IMB Network and pay for Network Operator Services for any period following such vote, Town will promptly and without delay notify Network Operator of the vote together with a certification of the vote by the Town of Islesboro Board of Selectmen not to continue to fund and operate the IMB Network. Either Party shall have the right to terminate this Agreement upon ninety (90) days of such notification, subject to Section 5.3 below.

5.3 Effect of Early Termination.

5.3.1 Early Termination Fee. In the event of any early termination for a reason set forth under Sections 4.7 or 5.2, Town will pay Network Operator an early termination fee equal to six (6) months of the General Administrative Per Subscriber Per Month Cost as set forth in Schedule E.

5.3.2 Payment of Outstanding Invoices and Expenses. Upon the expiration or earlier termination of this Agreement, and notwithstanding anything to the contrary hereunder, and in addition to any other remedy available to a Party, Town shall remain liable for, and will timely pay in accordance with Section 4 hereof, any unpaid invoices, including any invoices for services, charges and reimbursements incurred by, or for services provided by, Network Operator prior to the date of expiration or earlier termination (or any transitional period referenced below).

5.3.2 Transitional Services. So long as the reason for termination is other than a default by Town hereunder, Network Operator will take commercially reasonable measures to cooperate with Town in transitioning the Network Operator Services to any new Network Operator selected by Town and will, upon written request by Town at the time of providing any notice of termination, continue to provide the Network Operator Services under the terms of this Agreement and be paid therefor under the terms of this Agreement through and including the completion of the transitional period, which shall in no event be longer than sixty [60] days from the date of termination, unless an extension is agreed to in writing by the Parties, and during which time, Town will be obligated hereunder to act expeditiously and diligently to engage a new provider. Transitional services will include the transfer of all records belonging to Town that are in the possession of Network Operator.

SECTION 6 –DEFAULT AND REMEDIES UPON DEFAULT

6.1 In the event of default, either Party may terminate this Agreement. A “default” exists under this Agreement upon the following events:

- (a) either Party’s failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (b) either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party (which proceedings, in the case of proceedings initiated against the Party, are not stayed or dismissed within forty-five (45) days); or
- (c) Town’s breach of a payment obligation and failure to make payment in full within ten (10) days after receipt of written notice of default.

For purposes of this Section 6.1, “material term” shall include, but not be limited to, any obligation on the part of Network Operator to provide Network Operator Services as set forth in **Schedule A**. Unless such failures are material and continuing, a failure to meet a Service Level Agreement performance criteria will not by itself constitute an event of default but may be subject to the credit and termination provisions under the Service Level Agreement performance measures set forth in **Schedule B**.

6.2 Remedies. In addition to the right of termination, the non-defaulting Party shall be entitled to all available legal and equitable remedies for such default. The remedy of termination and the remedies set forth in this Section 6.2 shall be subject to the Dispute Resolution Provisions set forth in Section 6.3.

6.3 Dispute Resolution. Any dispute concerning a Party’s performance or non-performance under this Agreement will be resolved according to the following process:

6.3.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with the Agreement, including any question regarding its existence, validity, performance, default or termination (a “Dispute”), as to which either Party has notified to the other Party, senior management personnel from each Party having authority to negotiate and resolve the dispute, will meet and diligently attempt in good faith to resolve the Dispute for a period of ten (10) days following either Party’s written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within ten (10) days after delivery of written notice requesting such negotiation, the provisions of Section 6.3.2 shall apply.

6.3.2 Mediation. The Parties shall submit the Dispute to nonbinding mediation. The mediator shall be chosen by mutual consent of the Parties within fifteen (15) days of the end of good faith negotiations in Section 6.3.1. If such dispute is not resolved within thirty (30) days of the selection of the mediator, the provisions of Section 6.3.4 shall apply.

6.3.3 Specific Performance. The obligation to follow the procedures set forth in Sections 6.3.1 and 6.3.2 will not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed

necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute; (c) claims for indemnity; or (d) claims permitted hereunder against third parties.

6.3.4 Legal Resolution. In the event the Dispute is not resolved informally in the manner specified in Sections 6.3.1 and 6.3.2, either Party may bring an action in a court of competent jurisdiction in Maine.

SECTION 7 - LIMITATIONS ON WARRANTIES AND LIABILITY

7.1 Warranty. Except as otherwise expressly provided with respect to the standard of care and performance standards in this Agreement, including Section 1.3, hereof Network Operator makes no warranties express or implied, including a warranty as to the fitness, safety, desirability, or reliability of any of materials supplied by Network Operator. Town shall look solely to the manufacturer or supplier of any supplies or equipment regarding the same. Network Operator's warranty, if any, expressly excludes remedy for damage or defect caused by abuse, modifications not executed by Network Operator, failure by Town to address an issue for which Town is legally or contractually responsible within a reasonable time following written notice thereof to Town by Network Operator, or normal wear and tear and normal usage. Network Operator and its subcontractors shall guarantee their work against any defects in workmanship furnished by Network Operator or its subcontractor for a period of one year from the date of such work, and agrees to repair or correct such work at no cost or expense to Town during said one-year period or such reasonable time period thereafter if the repair work has commenced. Town shall give notice to Network Operator promptly after discovery of any defective condition. Such repair [or replacement] shall be performed by Network Operator in a prompt, diligent, workmanlike fashion in accordance with the Industry Standards and requirements of Section 1.3, and in any case shall be initiated within fifteen (15) days from receipt by Network Operator of written notice of such defect or such later time as the circumstances may reasonably require if the work has been initiated but not completed within such time period. If Network Operator fails to correct nonconforming work within thirty (30) days after receipt of notice from Town, Network Operator may, without prejudice to other remedies Town may have, correct such deficiencies, and Network Operator shall pay the cost to Town. Such repair, replacement or payment shall be cumulative with any other remedies legally available to Town.

7.2 LIMITATION OF LIABILITY. NETWORK OPERATOR WILL NOT BE LIABLE TO TOWN OR ANY Subscriber FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NETWORK OPERATOR'S AGGREGATE LIABILITY TO TOWN FOR ANY DAMAGES OR INDEMNITY RELATED TO ANY SERVICE OUTAGE WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE SERVICE CREDIT AS SET FORTH IN **SCHEDULE B**, AND NETWORK OPERATOR'S AGGREGATE LIABILITY FOR ANY OTHER CLAIMS, INDEMNITY OR INSURABLE CLAIMS OR LOSSES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED THE APPLICABLE INSURANCE COVERAGE LIMITS SET FORTH IN THIS AGREEMENT APPLICABLE THERETO. EXCEPT AS SET FORTH IN SECTION 7.1, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 Neither Town nor its agents or independent contractors shall offer third parties warranties or representations for the IMB Service which would obligate or otherwise bind Network Operator beyond any warranty or representation expressly set forth in this Agreement.

7.4 Any manufacturer warranties associated with equipment purchased by Network Operator on behalf of Town or directly by Town which becomes a part of the IMB Network or is otherwise owned by Town shall inure to the benefit of Town.

SECTION 8 - INDEMNIFICATION

8.1 Subject to Section 7, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative proceedings, joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts which an Indemnified Party may suffer or incur, relating to this Agreement, arising out of or resulting from: (i) the Indemnifying Party's gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses or provision of the IMB Network or IMB Service, except to the extent caused by negligence or misconduct on the part of the Indemnified Party; (ii) any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof; or (iii) the failure of the Indemnifying Party to pay any taxes or fees owed by the Indemnify Party when due.

8.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 8. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party to pay any amounts, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8.3 The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

SECTION 9 - INSURANCE

9.1 Network Operator shall maintain during the Initial Term or any Renewal Term of this Agreement, at no expense to Town, the following insurance coverages written for not less than the following limits, or greater if required by law:

(a) Commercial General Liability Insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) in the following amounts:

- \$1 million Each Occurrence
- \$2 million General Aggregate
- \$1 million Personal and Advertising Injury
- \$1 million Products – Complete Operations Aggregate
- \$10 million Umbrella (Each Occurrence and General Aggregate).

Town shall be identified as an additional insured under each such insurance policy. The policy shall be endorsed to have the general aggregate apply to this project only. Products and completed operations insurance shall be maintained for a minimum period of at least one (1) year after either 90 days following termination of this Agreement or final payment, whichever is earlier. The contractual liability insurance shall include coverage sufficient to meet the obligations in Section 8.

Automobile Liability Insurance (owned, non-owned and hired vehicles) for bodily injury and property damage in the following amount:

- \$1 million Each Accident.

(b) Workers' Compensation Insurance in such amount as required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Act, Network Operator shall, at its own expense, provide for the protection of its employees not otherwise protected.

(c) All required insurance coverages to work on utility poles, lines and within the communication space owned by Central Maine Power, Emera or FairPoint (now Consolidated).

(d) Network Operator, prior to commencement of work under this Agreement shall deliver to Town certificates evidencing such insurance coverages, which certificates shall state that Network Operator must provide written notice to Town at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail, notwithstanding anything herein to the contrary. Replacement certificates shall be delivered to Town prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. Network Operator shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement or Network Operator's commencement of the Network Operator Services hereunder.

SECTION 10 - ASSIGNMENT

10.1 Neither Party shall assign any right, obligation or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Provided further in the event of any an assignment in connection with the merger or sale of Network Operator or all or substantially all of a Network Operator's assets, Network Operator will provide written notice thereof and IMB shall have the right to terminate this Agreement by written notice no less than ninety (90) days and no more than one hundred eighty (180) days following receipt of such notice. In the event of any such termination, the provisions of Section 5 of this Agreement shall apply except that there shall be no termination fee applied under Section 5.1.

10.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 11 - FORCE MAJEURE

11.1 Neither Party shall be responsible for any delay or failure in performance, which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, acts of terrorism, acts of public enemies, labor unrest (including strikes, work stoppages, slowdowns, picketing or boycotts), internet outages, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God. Notwithstanding the foregoing, increased prices or costs, or general or regional economic or market changes or conditions shall not constitute Force Majeure Events. The affected Party shall exercise diligent, commercially reasonable efforts to mitigate the effects of such Force Majeure Event on such Party's performance hereunder. The other Party shall be entitled to terminate this Agreement by written notice if the affected Party's performance is prevented or materially impaired due to Force Majeure Event for a period of ninety (90) days. Notwithstanding the foregoing, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement. Nothing in this Agreement shall require the non performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

SECTION 12 - SEVERABILITY

12.1 In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 13 - THIRD-PARTY BENEFICIARIES

13.1 No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Network Operator.

SECTION 14 - INDEPENDENT CONTRACTORS

14.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or

authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose upon either Party any liability or duty attributable to such a relationship.

14.2 The requirements of this Section shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 15- NOTICES

15.1 All notices and other communications required or permitted to be given hereunder shall be in writing at the addresses set forth below and shall be considered as properly given (a) if delivered in person; (b) if sent by a nationally recognized overnight delivery service; (c) if mailed by first class mail, postage prepaid, registered or certified with return receipt requested; or (d) if sent by telecopy or email with confirmation of receipt. Notice so given shall be deemed effectively given and received on the actual day of receipt by the addressee, except that communication or notice so transmitted by telecopy or other direct written electronic means, including electronic mail, shall be deemed to have been validly and effectively given on the day (if a business day and, if not, on the next following business day) on which it is transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following business day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any Party shall have the right to change its address for notice hereunder to any other location by giving ten (10) days' prior written notice of the change to the other Parties in the manner set forth herein above. Notices and communications required to be provided under this Agreement to the Point of Contact of either Party with respect to the matter shall be provided to the Point of Contact listed in Appendix 2 hereof. In all other cases, including without limitation notices pertaining to matters set forth in Sections 6, 7, 8, 9 and 10 hereof shall be provided as follows:

To Network Operator:

Biddeford Internet Corp
Attn: Legal
40 Main St., Suite 13-127
Biddeford, ME 04005
Email:

Town of Islesboro

Atten: Town Manager
P.O. Box 76
Islesboro, Maine
Email:

SECTION 16 - HEADINGS AND TITLES

16.1 The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 17 - GOVERNING LAW AND COURTS

17.1 The law of the State of Maine shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 18 - COMPLIANCE WITH LAWS

18.1 Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 19 - AMENDMENTS; NO WAIVER

19.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

19.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

19.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

19.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 20 - SURVIVAL

20.1 The Parties' obligations under Sections 7, 8 and 14 of this Agreement shall survive the termination of this Agreement.

SECTION 21 - FULLY INTEGRATED

21.1 This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

SECTION 22 - INTERPRETATION OF AGREEMENT

22.1 This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 23 - REMEDIES CUMULATIVE

23.1 Except as otherwise expressly provided herein, all rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of

this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 24 - COUNTERPARTS

24.1 This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

Section 25 - Compliance with Maine'S Freedom of Access Act (FOAA)

It is understood by both parties that documents, electronic communications, meeting minutes, and other communications related to this Agreement and the services provided herein, may be released to the public upon request to the extent that they meet the definition of "public record" under Maine's Freedom of Access Act, 1 M.R.S. § 401 et seq.

Section 26 - Subscriber Privacy Protection

Parties agree that IMB Subscriber Internet usage will not be tracked nor shared with third parties unless compelled to do so by law-enforcement organizations acting under the applicable federal, state and local laws, in which GWI shall fully cooperate with Town's compliance with such obligations. GWI shall have the right notwithstanding the foregoing to collect, retain, use, and permit access to (including third party vendors and service providers) customer/personal information for the purposes of providing the Network Operator Services or any other services under this Agreement, including as may be permitted 35-A M.R.S § 9301 and any customer consent or subscription agreement.

IN WITNESS WHEREOF,

the Parties have caused this Agreement to be executed as the date first above written.

Biddeford Internet Corp

Town

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

Definitions

Subscriber – A residential, business, community or other subscriber of IMB Services using the IMB Network.

Subscriber Equipment - Any equipment, cabling, or other materials that are installed, connected or attached to the Demarcation Point, including, but not limited to, inside wiring and outlets, powered electrical outlets, modems, computers, tablets and other personal electronic devices, and any other equipment located on the Subscriber Premises and provided by the Subscriber (including equipment provided by or through an ISP provider) for purposes of access and utilizing the IMB Network. Subscriber Equipment does not include any ONT or other interconnection or interface equipment owned and installed by Town (or the Network Operator on behalf of Town).

Subscriber Premises - The physical location of the Subscriber's Equipment and any Demarcation Point including a parcel of land and buildings owned or occupied by the Subscriber where IMB Network access service is provided pursuant to the Subscriber's subscriber agreement, as well as any contiguous parcel(s) of land in common ownership.

Demarcation Point - The point or points at which the IMB Equipment connects with the Subscriber Equipment. Typically, the Demarcation Point is the Town owned wireless gateway but may be the ONT if the gateway is not installed.

Exterior Service Drop Cable – A location-appropriate cable linking the IMB Network backbone fiber on/near a service pole located on the public right of way or other property to the Fiber Enclosure (or Clamshell) located at the Subscriber Premises, which may be aerial or buried in Subscriber owned/maintained conduits.

Fiber Enclosure (or "Clamshell") - A fiber enclosure, typically mounted to the exterior of the building or residence on the or part of Subscriber Premises adjacent to other existing utility services, which shall represent the boundary of the Exterior Service Drop Cable and the Interior Service Drop Cable, and may also contain the ONT.

Network Operator Point of Contact (PoC) Team - Network Operator employees or contractors who directly interact with Subscribers.

Interior Service Drop Cable - The Town supplied cable linking the IMB Exterior Service Drop Cable to the Subscriber's ONT. Town and Network Operator will mutually agree to changes in specifications.

ISP or Internet Service Provider – An entity (referred to as "ISP") that provides internet (voice, data, video) services to commercial and residential Subscribers.

IMB Point of Contact (PoC) Team -The Town employees, contractors or volunteers designated by Town who have authority and responsibility to interact and communicate directly with the Town leadership, IMB committee, Subscribers and the Network Operator (including the Network Operator PoC Team) with respect to matters pertaining to the Network Operator Services and the Town responsibilities set forth in Section 2.

IMB Equipment - Any equipment or materials provided by or on behalf of Town to the Subscriber for use in connection with the receipt of IMB Services including, but not limited to, the optical network Terminal

(ONT), wire, fiber optic cable, equipment boxes, power supply, UPS, Exterior Service Drop Cables, Interior Service Drop Cables, fiber enclosures, and any other equipment attached to the fiber optic cable.

IMB Master Subscriber List - A list jointly maintained by Network Operator and Town listing all current and past (connected and disconnected) Subscriber subscribing to the IMB Services, which list shall include all relevant information pertaining to and describing the Subscriber Premises and the IMB Services or other services provided. This list represents the entire list of Subscriber Premises and properties in the IMB Service Area which are (or previously were) connected to the IMB Network at any given time.

IMB Network – The fiber optic cable network described in Section 3.

IMB Service(s) – shall have the meaning set forth in Section 1.9 and include totality of the IMB Network access services (including installation, support and repair services) provided to the Subscriber by Town or on behalf of Town pursuant to and in accordance with a subscription agreement between Town and a Subscriber.

IMB Service Area – The environs of the Town of Islesboro.

IMB Spares and Tools Inventory - The inventory of spare parts and tools needed to provide timely repairs to maintain the IMB Equipment in good working order. Owned by the Town and managed by Network Operator in a weatherproof space provided by the Town.

ONT (Optical Network Terminal) Any optical network terminal (ONT) unit or device owned or provided by Town as part of the IMB Equipment used to connect or interconnect IMB Network fiber optic service cables to Subscriber Equipment or wiring such as Ethernet and phone lines which converts the signal from optical to electrical and vice versa.

PoP (Point of Presence) - The building and appurtenant equipment/services constructed in the IMB Service Area for the specific purpose of housing network equipment, as well as the several Fiber Distribution Huts and radio equipment installations at various locations, now or in the future, within the IMB Service Area. A depiction of a PoP is shown on “GWI-IMB Diagram 1” attached as Schedule D-2.

UPS (Uninterruptible Power Supply) - An electrical apparatus in the ONT with a battery that provides emergency backup power to a load in the event of a failure of the input power source or main power.

Normal Business Hours – Monday through Friday 8AM - 5PM Eastern Standard Time.

Network Operator - Has the meaning set forth in Section 1.1.

Appendix 2

Network Operator Contacts & Escalation Path

This Appendix describes the contacts and escalation path specifically for use by Town. The following levels shall be used when escalating any issues. Network Operator reserves the right to update this Appendix 2 as necessary. Network Operator guarantees to have necessary staff and competencies to fulfill the agreed work at all times throughout the term of the agreement.

Parties agree that names and contact information of specific people will be kept confidential when this document is made public for the purposes of meeting the obligations in Section 25 above.

CUSTOMER SUPPORT

Level 1: Premier IMB Hotline

Toll Free: 1-800-994-6375 (24x7x365)

Normal Business Hours: 8:00 AM to 4:30 PM, Monday through Friday

After Hours/Weekends: Automatic roll over to our Third Party Call Center who determines whether to initiate On-call Technical Support Engineer

Level 2: Manager, Customer Support

Kelley Goodale

Email: kgoodale@staff.gwi.net

Office: 207-494-2179

Cell: 207-289-7991

Level 5: CEO

Kerem Durdag

Email: kdurdag@staff.gwi.net

Office: 207-494-2107

Cell: 207-632-2559

Level 3: Director Customer Operations

Jane Devou

Email: janedevou@staff.gwi.net

Office: 207-494-2103

Cell: 207-205-1765

Level 4: Director, Network Engineering

Chris Whelan

Email: cwhelan@staff.gwi.net

Office: 207-602-1115

Cell: 207-751-5013

SALES & ACCOUNT MANAGEMENT

Level 1: Account Manager

Donna Durkin

Email: ddurkin@staff.gwi.net

Office: 207-602-1310

Cell: 207-205-4491

Level 2: Director, Sales

Sean Byrne

Email: sbyrne@gwi.net

Office: 207-602-1151

FINANCE

Level 1: Billing Department

Toll Free: 1-866-494-2020

Normal Business Hours: 8:00 AM to 4:30 PM, Monday through Friday

Level 2: Manager, Technical Support

Kelley Goodale

Email: kgoodale@staff.gwi.net

Office: 207-494-2179

Level 3: Accounting Manager

Steve Mariello

Email: smariello@staff.gwi.net

Office: 207-494-2184

Level 4: CSO, VP of Regulatory Affairs

Fletcher Kittredge

Email: fkittredge@staff.gwi.net

Office: 207-602-1134

Cell: 207-229-6389

Appendix 3

Islesboro Municipal Broadband

Point of Contact and Escalation Path

Email communications should be primarily addressed to the appropriate level, but other members of the PoC Team should be copied on all email correspondence.

Level 1

GWl and IMB Billing, New Subscriber Contact

Tina Pendleton

Email: imb@townofislesboro.com

Office: 207-734-2253

Level 2

Town Administration, Town Manager

Janet Anderson

Email: manager@townofislesboro.com

Phone: 207-734-2253

Level 3

IMB Committee Chair

John Rex-Waller

Email: jrexwaller@gmail.com

Phone: 207-734-8218

Cell: 312-953-6126 (preferred)

Schedule A

Network Operator Services

The Network Operator Services consist of the following:

Third Party ISP Dark Fiber Circuits and Fiber Loops

Dark fiber circuits utilize the IMB fiber network but do not terminate in the PoP. Dark fiber circuits design, pricing and invoicing will be negotiated between Town and a third party ISP. GWI will be provided the A and Z locations, strand quantity required and any other information required to process the request. GWI design consultation is available at the GWI Labor Rates described and as set forth in **Schedule E**.

Fiber Loops utilize the IMB fiber network and terminate at a Subscriber end-point and the PoP. Fiber loop pricing and invoicing will be negotiated between Town and a third party ISP. GWI will not process the new installation until authorization is received from Town.

Installation, maintenance and repair fees are invoiced by GWI to Town. Town may, at its sole discretion, invoice the third party ISP for the work.

GWI will maintain accurate circuit design and splicing documentation for all third-party ISP circuits and provide a monthly report of the active circuits.

GWI will provide notifications to third party ISPs (if desired) for maintenance/repair work.

Plant Maintenance and Outage Restorations

Perform routine work required by utility pole owners, including but not limited to: MDOT relocation, make-ready strand moves, and utility pole transfers.

Incident Management on the IMB network will be addressed in a structured manner that focuses on restoration of unplanned interruption to services on the network or addresses any degradation of quality. Subject to the provisions of the Service Level Agreement below.

Incidents can be reported to GWI automatically via the monitoring system, manually (email or phone) by IMB Point of Contact team.

A reported incident shall be assessed by GWI without unreasonable delay. All service disruptions shall be documented in a Case Management System.

Problem management on the IMB Network will address correlated incidents under a single case and provide Root Cause Analysis (RCA) to identify, track and resolve recurring incidents.

Change control will be used to ensure any changes to the operational network (outside of the original service design) are planned, developed, designed and implemented in a commercially reasonable manner that minimizes risk and maximizes service availability.

GWI shall prepare for major storm events when such major storms are determined by GWI to likely cause significant outages.

Fulfillment requests and access control on the operational network will be dictated by policies, organized and structured process, supporting procedures and if applicable, through change control.

GWl will make commercially reasonable efforts to fulfill requests on the network for equipment access and change requests (move, add, change, delete). If, after consultation with GWl, Town determines that GWl is unable or unwilling to perform this work, Town may notify GWl of its intention to make other arrangements to perform the work. Any work not performed by GWl but by Town under such self help situations will meet the service level expectations for plant maintenance as described in **Schedule B – IMB Service Level Agreement**. GWl has provided the IMB Network as-built documentation since 2017 and will update the fiber management database to include the new as-built documentation, which is and shall remain the property of Town;

GWl will coordinate and manage all work, including that performed by subcontractors, until the problem is resolved. It may include coordination and management of the work of subcontractors assigned not only by GWl, but also Town.

Improvements and Upgrades

Consistent with and as required by Section 1.7 Network Operator will provide Town with the design, implementation, upgrades and consultation (improvements) necessary to operate the IMB Network for the duration of the Term of this Agreement.

New Subscriber Installation and Reconnection

The Town in its sole discretion, authorizes property owners and subscribers for new installations and reconnections. Network Operator and IMB Point of Contact team will design and maintain a protocol for the Town to authorize and the Network Operator to implement new Installations and reconnections.

Spares Inventory Maintained by Network Operator and Owned by the Town

Network Operator is responsible for maintaining a stock of Town-owned spares inventory to facilitate replacement of failed components. The quantity and types of spares are determined by Network Operator and Town, but Network Operator will provide advice and will be responsible for tracking the inventory and advising Town on any replenishment needed. If replacement parts are needed, Network Operator will prepare and/or execute the purchase orders on behalf of Town or supply them from Network Operator inventoried items for a fee as set forth in **Schedule E**. Network Operator will not bill Town if Town purchases the replenishment parts.

PoP

Town is responsible for maintaining the PoP, adjacent grounds and exterior ancillary equipment (generator, fuel tank, fences, conduits, HVAC, DC inverters, etc.) in good working order. This includes snow removal, fuel supply, and generator maintenance. See also Town Responsibilities in Section 2 of this Agreement.

Additional Services

Any additional service may be provided in accordance with Section 1.6 of this Agreement, including that pricing for additional services will be proposed by Network Operator, subject to approval by Town, on an individual case basis. Network Operator and Town will then agree on the details of who bills and collects the fees for these additional services and what, if any, are

the underlying costs or funds exchanged between the parties. Network Operator and Town will agree on performance metrics and reporting to monitor these custom services.

Network Monitoring and Documentation

Network Operator will monitor the IMB Network, on a 24/7/365, real-time basis and respond to and resolve problems. Network Operator will maintain and regularly update as-built documentation of the IMB network, which shall remain the permanent property of Town.

Network Operator agrees not to share the documentation with any third party except subcontractors used to provide these services. Upon termination of this Agreement, Network Operator shall turn over to Town and delete/destroy all copies of as-built documentation.

If available and feasible, Network Operator will monitor the physical environment surrounding active serving equipment. Sensors and alarms (dry contacts, etc) will be provided by Town. Network Operator will take acceptance after testing and Town is responsible for ownership of sensors and alarms. Sensors and alarms should be set for the following:

Temperature: environmental, ambient

Water: On the floor (flooding)

Power: Generator status, line power, rectifiers (faults for fuses)

Access: Door security, camera system

Humidity: environmental

General Administration

Network Operator will maintain liability insurance for the work it performs, in accordance with Section 9 of the Agreement.

Support and warranty payments for the IMB Equipment (Calix, Ciena, or other electronics vendors) are the direct responsibility of the Town and will be billed directly unless otherwise agreed to by the Network Operator.

Upon request, Network Operator will provide a review of service level and engineering reports to Town and will participate in an annual "post mortem" review and forward planning.

Network Operator will consult in the filing of required regulatory reports, including but not limited to FCC 477.

Upon request, Network Operator will work with Town to develop and maintain documented procedures including:

1. New subscriber;
2. Moving Subscriber;
3. Disconnecting Subscriber;
4. Invoicing;
5. Time-based reporting;

6. Trouble reports;
7. Field work;
8. Escalations;
9. Routine maintenance; and
10. Any other standard procedures that may arise.

Network Operator Point of Contact (PoC) Team

Network Operator will provide as the PoC Team, as defined in **Appendix 1 and in accordance with the levels set forth in in Appendix 2**, for the purpose of fulfilling the Network Operator Services. The Network Operator PoC Team shall:

- Be the public face/contact of Town for all service/support and quality of service issues
- Coordinate the technical teams in restorations and communicate to the IMB PoC team any information relating to outage/repair status;
- Respond to IMB Point of Contact team questions/inquiries relating to the operational management of this agreement, statistical reports, etc.; and Report regularly to the IMB PoC Team regarding system status, to do lists, issues and opportunities.
- Attend and participate in, either in person or remotely, the quarterly IMB Committee public meetings.

Periodic Reporting

Network Operator will provide periodic reporting and participate in mutually scheduled operating meetings. Town may call for additional operations meetings upon reasonable request and during reasonable scheduled time frames. Network Operator will review, comment and provide to Town periodic reports, on at least a quarterly basis and the annual review, as follows:

IMB Network health and capacity reports:

- Capacity utilization report at key network locations, where applicable
- Number and type of cases: IE: maintenance, PoP failures, dispatches
- Equipment Availability and Packet Loss
- Equipment Jitter and Latency

Routine maintenance and outages

Details of routine maintenance performed and results

- Number of outages and average time to resolve

Yearly Maintenance Expenses

- To be provided in January to be used for Town budgeting purposes

Details of all maintenance related expenses including but not limited to line

repair, pole transfers, splicing, outside plant equipment, and electronic replacements

Network Operator will work with Town to define and refine a set of performance, statistics and monitoring reports as well as the meaningful frequency. Network Operator will provide and train the IMB PoC team to run these reports directly. Statistics should be reported in accordance with applicable SLA measures and be usable to calculate any credits for failure to fulfill the SLA where applicable.

Master Subscriber List

A Subscriber database is maintained by Network Operator in its IMB relations management (CRM) platform. The database is inclusive of IMB Subscriber List information including, but not limited to end-point speeds, and address information. Network Operator will not use Subscriber List end-point information for personal gain.

Upon termination of this Agreement, Network Operator shall turn over to Town and delete/destroy all copies of the database.

Network Operator will provide on-line access to this database for the IMB PofC Team.

Annual IMB Network Inspection

Network Operator will, at least yearly, undertake a physical inspection of the IMB Network to determine maintenance to be done. This will include at least - a visual inspection, determining quality of fiber performance in four critical locations within the IMB Network, updating all electronic equipment, validation of the PoP critical infrastructure elements. The results of these inspections will be sent to the IMB Point of Contact team.

Subscriber 24x7x365 Telephone Support Center

CONTACT INFO

Premier IMB Hotline

Toll Free: 1-800-994-6375 (24x7x365)

Normal Business Hours: 8:00 AM to 4:30PM, Monday through Friday

After Hours/Weekends: Automatic roll over to our Third Party Call Center who determines whether to initiate On-call Technical Support Engineer

Internet Uplink

Network Operator will manage connectivity for the IMB Network including all functions required to deliver internet services to Subscribers on the IMB Network. These functions include but are not limited to: IP address management, IP routing, switching and IP routing protocols. The parties agree the internet uplink service is being provided pursuant to an agreement with GWI or a third party and is not part of network services hereunder.

Network Operator will meet the service level expectations described in Schedule B - IMB Service Level Agreement. Network Operator will provide adequate Internet uplink bandwidth to handle IMB traffic

so that the average daily usage does not exceed 60% of the provided bandwidth. Network Operator will monitor this provided bandwidth and report on utilization each quarter – See below – Periodic Reporting.

Schedule B -- Service Level Agreement

Ordinary Maintenance and Emergency Maintenance

Network Operator will schedule from time to time and perform periodic maintenance and repair on the portion of the IMB Network used in providing services. Network Operator will determine (and so notify IMB PoC team) the specifics of such periodic maintenance and repair checks and services. At times, Network Operator may need to perform emergency maintenance with less than the required notice, in which case IMB PoC Team will be promptly notified of the emergency maintenance.

Planned interruptions impacting the same Subscriber shall occur no more than **two (2)** times per month and shall be on a non-holiday **Monday-Thursday** between **12 AM & 6 AM Eastern Standard Time**. If additional planned interruptions or other scheduled times are needed, Network Operator will notify IMB PoC Team at least **3 weeks** before execution.

Network Operator will provide IMB PoC Team three **(3) days'** notice for planned maintenance.

Service Outage Severity and Protocol for Restoration

Both parties agree that these protocols can be reviewed and updated from time to time, with the approval of both Network Operator and Town, not to be unreasonably withheld.

The following are the definitions and protocol for IMB Service outages subject to the following terms:

Critical Service Outages: are problems affecting more than 10 subscribers or large parts of the IMB network. Typically malfunction of central equipment in the network or cable breaks. The severity is based upon how many Subscribers are impacted.

Network Operator will respond with service recovery action (response time) to any Critical Service Outage within **one (1) hour** of learning of such outage 24 hours a day, 365 days a year. Where practical and applicable, Network Operator will utilize in-house employees (responsible for installing, maintaining, and troubleshooting networking, and telecommunications systems across Network Operator network). Certain skills and functions (IE: backbone fiber repair and construction) will be completed using Network Operator approved authorized personnel.

Notification to the IMB Point of Contact Team will occur within the **four (4) hour** period following Network Operator learning of the outage.

Network Operator will promptly update the IMB PoC Team as progress is made and when restoration is complete.

Outside fiber network components will be repaired within **twelve (12) hours** unless Network Operator notifies IMB PoC Team of extenuating circumstances. Repair of other network components will occur within **eight (8) hours** unless Network Operator notifies IMB PoC Team of extenuating circumstances.

Telephone Support Center will be able to communicate with Subscribers the status of this recovery action.

Minor Service Interruptions: impact a single Subscriber and are not correlated to an existing critical service outage.

Network Operator will respond with service recovery action (response time) to any Minor Service Interruption reported within **four (4) hours** and will create a case in the Network Operator CRM and Subscribers will be provided with a case number for ease of follow-up. Telephone Support Center will be able to communicate with Subscribers the status of this recovery action.

Network Operator shall dispatch (mobilizing a field resource) authorized personnel to first make contact with the affected Subscriber(s) to schedule an onsite service visit for the next business day if possible.

Restoration of service will depend upon the root cause and effort required.

Subscribers may escalate a service recovery action and request and approve in electronic or paper form an after hours onsite service visit. Network Operator will make commercially available best efforts to meet this need and inform the Subscriber of the charges involved with such an onsite visit.

Subscriber-requested Services

Subscribers may request, via the Telephone Support Center, certain Subscriber-requested services be performed by authorized personnel. Such services may include: after hours service restorations, the relocation of the IMB ONT for remodeling purposes, UPS battery replacement, etc. Network Operator will create a case number and request that authorized personnel contact the Subscriber to schedule these services. Such services are done on a time and materials basis and any such charges are the Subscriber responsibility. Subscribers must approve the estimated charges via electronic or paper means prior to the work being done. Network Operator will invoice Town for these services and note that these are the Subscriber's responsibility so that the Town may recoup the cost of these services via its Town billing protocol.

Performance Terms and Credit Calculation

A credit can be applied for each downtime period, or accumulative period, excluding planned and routine maintenance, Acts of God, terrorism, war or changes initiated by the Town or third party ISP that impact services operated by Network Operator.

Credits will be applied based on documented downtime in a billing period and calculated on the total monthly invoiced amount. Performance credit will not exceed **50%** of the total monthly invoice.

Credit calculations will be based on unavailability in **30 minute** increments rounded up and represent **2%** of the Town's total Per Subscriber Per Month Fee. Outages may not be combined to fulfill the **30 minute** minimum.

Credits must be requested in writing by Town within thirty **(30) days** of a service interruption, must be confirmed by Network Operator staff as being associated with a trouble ticket, and must be confirmed by Network Operator staff as having failed to meet the SLA defined herein. In the event that there are credits that exceed > 10% of the total amount that Town is otherwise required to pay Network Operator, per Schedule E, Network Operator will have **30 days** to remedy the performance issues. If the issues are not resolved, Town shall be entitled to

terminate this Agreement on at least **sixty (60) days'** written notice. In such an event, Network Operator will cooperate in good faith with any transition to a new network operator.

Subscriber Service Levels

The following describes service level commitments GWI is making to Islesboro for IMB Subscribers. For IMB Service Levels, see Schedule B - IMB Service Level Agreement.

GWI will measure, review and report to Islesboro at least on a quarterly basis the metrics associated with all these services as well as a summary of any Subscriber complaints made to GWI.

Subscriber Technical Support

Tier 1

24x7x365 Telephone Access

- 80% of calls answered by Tier 1 Support within 2 minutes
- Average Handle Time: less than 9.5 minutes
- Abandoned Rate: Less than 10%

Email Access

Reasonable efforts to help Subscribers with simple usage issues/questions

Tier 2

Telephone Access & Email Access

- Monday - Friday 8AM - 5PM Business Hours

Subscriber Premises Work to Maintain the IMB Equipment in Good Working Order

Normal Hours: Monday - Friday 8AM - 5PM Business Hours

Emergency: 24x7x365 Emergency Support: Service interruption impacting an individual Subscriber will be scheduled for dispatch. Field technician visit will occur within one business day between the hours of 8AM and 5PM. Subscriber may request expedited assistance for an additional cost.

Subscriber Escalations

IMB Subscriber Initiated to GWI: At Subscriber request, Tier 1 can hand off to Tier 2 Support with a 1 hour callback during business hours. At any time, Subscriber may request a manager.

Schedule C
Town Responsibilities

This Schedule identifies specific responsibilities of Town not otherwise identified elsewhere in this Agreement.

PoP

Town is responsible for the physical PoP structure(s) and related equipment, as defined in **Appendix 1 - Definitions**. The PoP building and site is owned by Town, and is a mission critical component of the IMB Network with redundant power options as well as spares for active electronic components.

Third-Party Service Verification

Town reserves the right to engage, at its expense, third-party services to independently verify operational statistics (i.e., core connectivity, capacity/utilization, etc.). However, these services shall not in any way add substantial network load.

This Schedule identifies specific responsibilities of the Town of Islesboro not otherwise identified elsewhere in this agreement.

Subscriber Fee and Billing

Network Operator invoices the Town on a per active Subscriber per month basis. The Town, in its sole discretion, can establish a Subscriber Fee to be paid to the Town. The Town is responsible for all IMB Service-related billing and collections with Subscribers. IMB Service-related billing may include other related services to subscribers, but does not include services offered independently by Network Operator (i.e., an optional phone service).

Subscriber Agreements

The IMB Subscriber Agreement includes the Acceptable Use Policy and the Service Level Agreement, which the Town may amend from time to time in its sole discretion. Town will give Network Operator an opportunity to review and approve any changes that pertain to the services Network Operator provides or might otherwise impact this Agreement.

Town-Owned Equipment

If the Town owns any equipment (i.e, a bucket truck) acceptable to Network Operator, Technicians may use it and its tooling 24x7x365 in the course of their service and support dispatches. Town will maintain and provide Network Operator with a list of such equipment as provided in Schedule E. Network Operator will compensate the Town for the use of this equipment, if available, as a monthly credit to invoiced maintenance/repair Fees - See **Schedule E**.

It is Network Operator's responsibility to ensure that Technicians are trained to operate this equipment and shall obtain insurance to cover any liability resulting from the use of the equipment by Network Operator or its Technicians. The Town will be responsible for providing transportation from the ferry to the equipment if it is beyond walking distance to the ferry and for providing parking for any equipment that is a vehicle on the island.

IMB Point of Contact (PoC) Team

IMB and GWI – Municipal Broadband Operating Agreement - DRAFT 3-21-2024

The Town shall designate, in its sole discretion, an IMB PoC Team, as defined in Appendix 1 - Definitions, to interact with Network Operator. Without limitation, the IMB PoC Team is established to:

Be the public face/contact for residents with quality of service issues other than day-to-day service and support;

Coordinate with Network Operator and technical teams on communication of outage/repair status and make sure Network Operator has access to all needed subscriber information;

Understand the financial aspects of the system operation and work with the Town Manager to process payments to Network Operator and other vendors;

Report regularly to the Town and Network Operator on system status, to do lists, issues and opportunities; and

Coordinate with Network Operator on the list of active and disconnected Subscribers within the IMB Subscriber List.

The Town, at its sole discretion, may designate Town employees or contractors to fulfill this role as well as backup person(s) in the event a substitution is needed. The Town will notify Network Operator of any changes in the IMB PoC Team. Network Operator will train, at its expense, the IMB PoC Team to use the necessary systems and tools to perform that role. Islesboro shall pay any incidental expenses (i.e., travel, lodging, etc.) for attendance by the IMB PoC Team at any such training.

Fiber Distribution Huts

The Town is responsible for grounds keeping and utility service maintenance in and around the Fiber Distribution Huts (FDHs), as defined in Appendix 1 - Definitions.

Spares Inventory and Tooling

The Town is responsible for providing a weatherproof storage area or areas in which Network Operator can store the IMB Spares Inventory and Tools. Technicians will be granted access to these areas.”-

Schedule D -- IMB Service Area

The Town owned fiber network includes the fiber optic services delivered to the main island and the secondary islands depicted in the image below.



Schedule D-1

"IMB Network Schematic" is attached as Schedule D-1

This Schedule describes the key components of the IMB Network including the physical description, the ownership, the maintenance/restoration responsibility and the handling of maintenance/restoration expenses. Exact details of these locations, pole numbers may change from time to time and are included in the As-Built documentation.

GW-FirstLight-IMB Demarcation Point

- Physical Description: FirstLight splice case near pole #308 along Rt 1 in Northport linking the IMB-FirstLight Fiber Tail Segment to GW-leased FirstLight strands.
- Owned By: FirstLight
- Documentation: n/a
- Lease Expense Billed to: n/a
- Restoration/Maintenance Responsibility: FirstLight
- Restoration/Maintenance SLA: per FirstLight
- Restoration/Maintenance Billed To: GW

IMB-FirstLight Fiber Tail Segment in Northport, Maine

- Physical Description: 24 strand ADSS fiber tail spanning...
 - From: GW-FirstLight-IMB Demarcation Point on/near pole #308 along Rt 1 in Northport
 - To: CMP Undersea Fiber Segment beginning at CMP splice case (in power space) near CMP Pole #307 along Rt 1 in Northport;
 - Specific fused strands documented in the IMB As Built Documentation
- Owned By: Town of Islesboro
- Documentation: FirstLight - Islesboro Fiber Lease and Islesboro-CMP Subsea Fiber Cable Lease
- Lease Expense Billed to: n/a
- Restoration/Maintenance Responsibility: FirstLight
- Restoration/Maintenance SLA: per FirstLight
- Restoration/Maintenance Billed To: Town
- Notable Terms: Town Authorizes GW to use 6 strands for IMB Network purposes. In typical operations, 4 of these strands will be active and 2 strands will remain inactive and disconnected from FirstLight fibers. The 2 unused strands are available for temporary maintenance usage as defined in the Islesboro-CMP Subsea Fiber Cable lease. Assignments of specific fiber strands is documented in the IMB As Built documentation.

CMP Undersea Fiber Segment

- Physical Description: 48 strands with 6 reserved for IMB Network and 4 reserved for CMP.
 - From: CMP Splice Case on/near CMP Pole #307 along Rt1 in Northport
 - To: CMP splice case on/near pole #44.2 on West Bay Road, Islesboro
- Owned By: CMP
- Documentation: Islesboro-CMP Fiber Lease
- Lease Expense Billed to: Town
- Restoration/Maintenance Responsibility: CMP
- Restoration/Maintenance SLA: per CMP Islesboro-CMP Fiber Lease
- Restoration/Maintenance Billed To: CMP

Islesboro IMB Fiber On-Island Infrastructure

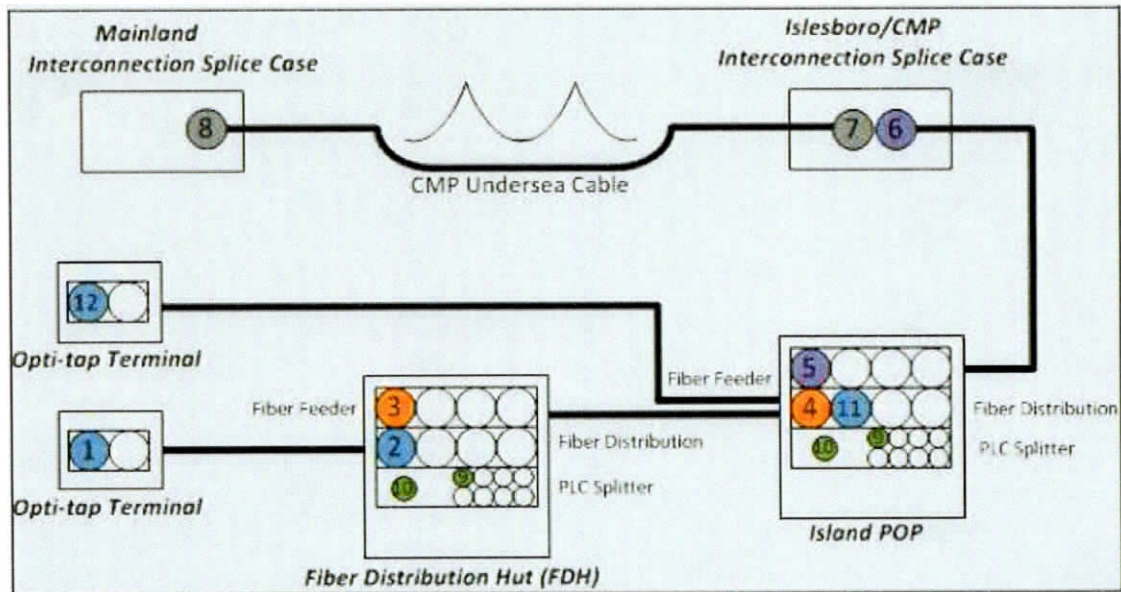
- Physical Description: 6 strands
 - From: CMP splice case on/near pole #44.2 on West Bay Road, Islesboro
 - To: IMB Network splice case on/near pole 44 on West Bay Road, Islesboro connecting:
 - IMB PoP building
 - To: FDH on Meadow Pond Road
 - To: FDH at Pendleton Yacht Yard Road
 - To: Pole on West Bay Road with microwave equipment to Seal Island Private Pole on Seal Island with equipment in basement
 - To: Pole with microwave equipment to Minot Island and 700 Acre Island
 - House on Minot Island with microwave equipment
 - Pole on 700 Acre Island with microwave equipment
 - Using various splice cases, fiber via aerial and conduit to buildings, enclosures, and Optical Network Terminals throughout Islesboro, 700 Acre Island, Minot Island, and Seal Island
 - Specific strands and equipment documented in the IMB As Built Documentation
- Owned By: Town of Islesboro
- Documentation: IMB As Built Documents
- Restoration/Maintenance Responsibility: GWI and subcontractors
- Restoration/Maintenance SLA: Per Schedule A - Network Operator Services and
- Schedule B - IMB Service Level Agreement
- Restoration/Maintenance Billed To: Town via GWI

CMP Leased On-island Fiber Segment

- Physical Description: 4 strands
 - From: CMP splice box on/near pole #44.2 on West Bay Rd Islesboro
 - To: the CMP maintenance building on West Shore Drive, Islesboro (via a fiber patch panel in the IMB PoP building)

- Specific strands documented in the IMB As Built Documentation
 - Owned By: Town of Islesboro
 - Documentation: Islesboro CMP Undersea Fiber Lease
 - Lease Expense: CMP
 - Restoration/Maintenance Responsibility: GWI and subcontractors
 - Restoration/Maintenance SLA: per CMP agreement
- Restoration/Maintenance Billed To: Town via GWI

Schedule D-2
"GWI-IMB Diagram 1"



Schedule E

COMPENSATION FEES AND CHARGES

FOR NETWORK OPERATOR SERVICES AND OTHER CHARGES

This Schedule describes the fixed, variable and pass-through fees, costs or pricing associated with this Agreement. The Compensation Fees and Charges may be adjusted from time to time, but no more than once annually, during the Term as set forth in Section 4.7 or as designated in this Schedule.

Description	Type	Cost	Additional Terms
General Administrative Per Subscriber Per Month	Adjustable Annually	\$32.93 per month/subscriber	Based on subscriber count from IMB Subscriber List as of the 15th day of the month prior to invoicing. Minimum monthly charge of 650 X's (times) General Administrative Per Subscriber fee. subscriber

Spaces, tooling and Replacement Parts	Pass Through	GWI invoice its cost with uplift of 15%	Parts or tooling purchased on behalf of the Town or from GWI Inventory.
Pass-Through Network Operator Services & Subscriber Premise Work	Pass Through	Reasonable Actual time, materials, labor and expenses	Cost of time, materials and expenses incurred providing the Network Operator Services of this Agreement. Where possible, GWI will provide estimates to be approved by the Town. Relates to upgrades, installations, improvements, restorations, etc. It is understood that certain events will sometimes imply performing the service absent an approved estimate (emergency restorations)
Town Equipment Use	Adjustable Annually	Per Month Credit	Compensation for Technicians using the town-owned truck.
GWI Labor Rates	Fixed, Adjustable Annually	\$150/hr, billable in 1/2 hour increments	GWI labor rate when billed to the Town for work outside of the scope of this agreement.
Provisioning Fees	Fixed, Adjustable Annually	\$50 per new install, \$25 per suspend, disconnect or reconnect	GWI overhead fee associated with the connection and disconnection of new and existing subscribers

DRAFT

SPECIAL TOWN MEETING WARRANT

TOWN OF ISLESBORO, MAINE

TOWN OFFICE at 6PM

SEPTEMBER 4, 2024

NEW

TO: Fred O. Porter, Constable of the Town of Islesboro, in the County of Waldo, State of Maine

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Islesboro, qualified by law to vote in town affairs, to assemble at the ISLESBORO TOWN OFFICE in said Town on Wednesday, September 4, 2024, then and there to act upon the following articles:

ARTICLE 1. To elect a moderator to preside at said meeting.

ARTICLE 2. To see if the Town will vote to authorize the Select Board to enter a boundary line agreement to remove any uncertainty regarding the location of the shared boundary between Town-owned property located at Map 17, Lot 17 and property of Islesboro Affordable Property located at Map 17, Lot 9A.

The Select Board gives notice that the Registrar of Voters will be at the TOWN OFFICE on September 4th from 5:30-6:00pm for the purpose of accepting registrations and correcting the voting list. *A person who is not registered to vote may not vote in an election.*

Given under our hands this _____ day of August, 2024.

Shey V. Conover

Lauren K. Bruce

Melissa Burns

Peter H. Anderson

Stephen P. Pendleton

ATTEST: A True Copy

Tina L. Pendleton
Deputy Town Clerk

Date: _____, 2024

Posted: _____, 2024

