

LEASE AND OPERATING AGREEMENT

BETWEEN

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION

AND

THE TRUST FOR THE PRESERVATION OF MAINE
INDUSTRIAL HISTORY AND TECHNOLOGY

CONCERNING THE

PORTLAND WATERFRONT LINE

FOR THE INITIAL PERIOD

JUNE 1, 2020 to DECEMBER 31, 2049

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
	<u>Introduction and Statement of Intent</u>
1	<u>Definitions</u>
2	<u>Leased Premises</u>
2.1	Leased Premises
2.2	Existing Encumbrances
2.3	Condition of Leased Premises
2.4	Line Records
2.5	Existing Agreements
2.6	New Agreements
3	<u>Restoration and Maintenance of the Leased Premises</u>
3.1	Continued Operation
3.2	Maintenance
3.3	Risk of Loss
3.4	Maintenance Performance Standards
3.5	Annual Work Plan
3.6	Track Inspection
3.7	Bridge Inspection
3.8	Crossings
3.9	Non-Track Structures
3.10	Derailments
3.11	Damage by Third Parties
3.12	Capital Projects Conducted by the Department or by Third Parties

TABLE OF CONTENTS, CONTINUED

4	<u>Grade Crossings</u>
4.1	Restoration to Service of Highway Grade Crossings
4.2	Improvements to Grade Crossings
4.3	Maintenance of Grade Crossings
5	<u>Rent</u>
5.1	Rent
5.2	No Subsidy
6	<u>Provision of Rail Service</u>
6.1	Operating Rights
6.2	Excursion Service <i>- Deleted</i>
7	
7.1	<u>Other Obligations of the Trust</u>
7.2	Compliance with Laws
7.3	Legal Proceedings
7.4	Protection of State of Maine Property from Creditors
7.5	Alteration of Business Organization
7.6	Utilities
7.7	Liens
7.8	Good Standing
7.9	Third Party Contractors
7.10	Notice of Encroachments
7.11	Equal Employment Opportunity
7.12	Employment and Personnel State Employees Not To Benefit

TABLE OF CONTENTS, CONTINUED

8	<u>Accounting, Records and Reports</u>
8.1	Financial Statements
8.2	Access to Records; Preservation of Records
8.3	Other Reports
8.4	Taxes and Assessments
9	<u>Indemnification and Insurance</u>
9.1	Indemnification
9.2	Insurance
10	<u>Representations and Warranties</u>
10.1	Department
10.2	Trust
11	<u>Default</u>
11.1	Events of Default
11.2	Remedies
12	<u>Termination</u>
12.1	Events of Termination
12.2	Effects of Termination
13	<u>Term</u>
13.1	Initial Term
13.2	First Extension
14	<u>Dispute Resolution</u>
14.1	Disputes
14.2	Choice of Forum

TABLE OF CONTENTS, CONTINUED

15	<u>Assignment</u>
15.1	Department
15.2	Trust
16	<u>Miscellaneous Provisions</u>
16.1	Licenses, Permits and Approvals
16.2	Availability of Funds
16.3	Inspections by the Department
16.4	Relationship of Parties
16.5	Entire Agreement
16.6	Amendment
16.7	Contact Personnel
16.8	Notices
16.9	Binding Agreement
16.10	Severability
16.11	Non-waiver
16.12	Governing Law; Interpretation; No Third-Party Beneficiaries
16.13	Counterparts

INTRODUCTION AND STATEMENT OF INTENT

This LEASE AND OPERATING AGREEMENT (this “Agreement”) is made as of June 1, 2020 (the “Effective Date”), by and between the STATE OF MAINE, acting by and through its Department of Transportation (the “Department”), and THE TRUST FOR THE PRESERVATION OF MAINE INDUSTRIAL HISTORY AND TECHNOLOGY (the “Trust”), a Maine non-profit corporation with its principal place of business in Portland, Maine.

WHEREAS, the State of Maine owns the railroad property known as the Portland Waterfront Line (the “Rail Line”), which is further described herein;

WHEREAS, the Trust is a non-profit Maine corporation devoted to preserving Maine’s railroad history; educating the public about Maine’s rail heritage; providing rail transportation opportunities for recreation, and supporting the economic development of the region;

WHEREAS, the Department and the Trust share the following goals:

- To develop and maintain a long-term relationship;
- To maintain portions of the Rail Line for transportation use;
- To secure the maximum utilization of the Rail Line corridor for transportation uses;

WHEREAS, the Trust is willing to invest its funds to restore a portion of the Rail Line to standards that will permit the resumption of rail service;

WHEREAS, the Department wishes to lease the Rail Line for the purpose of restoring rail service;

WHEREAS, the Department agrees to lease a portion of the Rail Line to the Trust for rail operations under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the Department and the Trust agree as follows:

SECTION 1

DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

Rail Line means the railroad branch line known as the Portland Waterfront Line, owned by the Department and located between India Street and the Back Cove trestle bridge.

Leased Premises means:

(i) A certain right of way located in Portland, Maine, which is 26' or more wide, starting at India Street near the Grand Trunk Building at #1 India Street and running in a North and Northeasterly direction along the waterfront parallel to Fore Street, then swinging to a Northwesterly direction around the East end of the Portland Peninsula and over Cutter Street until the trestle bridge located just Northwest of the Cutter Street. The Leased Premises shall include the full 99' of right of way Northwest of Valuation Station 8661+12 except for those areas encumbered by any new or existing agreements (Eastern Promenade Trail) as outlined in Sections 2.5 and 2.6 of this agreement. This right of way is more fully and accurately described and depicted on Federal Valuation Plan Section 26 Sheet 22 and the FINAL SITE PLAN APPROVAL: TRACK PLACEMENT & PASSENGER SERVICE FROM INDIA STREET TO TRESTLE BRIDGE. Prepared by Mohr & Seredin, Landscape Architects, Inc., February 1995. Said Plan is attached to this Lease and is incorporated by reference.

(ii) Improvements to the portion of the Rail Line subject to this Agreement, including all railbed, Track Structure, Non-Track Structures, bridges, fixtures, and all other appurtenances.

Department means the Department of Transportation of the State of Maine.

Excepted Track means track defined in CFR 49 Part 213 Track Safety Standards Section 213.4 Excepted Track, not meeting the minimum FRA standards prescribed for revenue passenger service..

FRA means the Federal Railroad Administration of the United States Department of Transportation.

Non-Track Structure means any structure whose function does not support track, track bed, or train movements thereon.

OTM means other track materials.

Startup means the annual commencement of revenue operations on the Leased Premises by the Trust.

STB means the Surface Transportation Board of the United States Department of Transportation.

Track Structure means ties, ballast, rail and associated OTM.

Trust means the Trust for the Preservation of Maine Industrial History and Technology, a Maine non-profit corporation, and any affiliates of the Trust.

SECTION 2

LEASED PREMISES

2.1. Leased Premises. Subject to the terms and conditions contained in this Agreement, the Department hereby leases the Leased Premises to the Trust, and the Trust hereby leases the Leased Premises from the Department, for the term of this Agreement.

2.2. Existing Encumbrances. The Leased Premises are subject to all public and private crossings, leases, licenses, easements, encroachments and other encumbrances that exist as of the date of this Agreement.

2.3. Condition of Leased Premises. The Department makes no representations or warranties about the condition, quality or quantity of the Leased Premises or their fitness for a particular use, except as provided herein, and by its execution of this Agreement, the Trust represents that it has made its own independent investigation thereof and that the Trust is not relying on any statement made or other information presented by the Department or any material provided by the Department other than regarding the Department's ownership of the Leased Premises.

2.4. Line Records. The Department shall make available at the Department's offices for inspection by the Trust such records as it may have in its possession that pertain to the Rail Line, including (without limitation) copies of the valuation plans and other property maps, track and signal maps, and structural, bridge and other drawings, plans and inspections.

2.5. Existing Agreements. So long as this Agreement is in effect, the Department shall manage all crossing agreements, leases, licenses and

easements that are in effect as of the date of this Agreement and that affect or otherwise pertain to the Leased Premises.

2.6. New Agreements. So long as this Agreement is in effect, the Department shall allow the Trust to review any new proposed rail crossings and comment on these. The Department shall coordinate with the Trust on any new agreements and follow its crossing policy as described in APM200 hereto attached as Exhibit “B”. The Department shall manage all such new crossing agreements, leases, licenses and easements so long as this Agreement is in effect.

SECTION 3

OPERATION AND MAINTENANCE OF THE LEASED PREMISES

3.1 Operation. Except as provided below, the Trust shall assume sole responsibility for maintaining the Track Structure of the Leased Premises for revenue service. Portions of the Track Structure used in, or for supporting, revenue service shall at a minimum meet the Department's narrow gauge track standards. The Department's track inspector(s) must verify such Class once the Department has been given notice of the annual Startup, as provided for in Section 7.1 below. It is understood that the track belongs to the Trust.

3.2. Maintenance.

(a) The Department shall retain responsibility for maintaining the substructures and superstructures of all bridges on the Leased Premises, save that the Trust shall be responsible for maintaining the Track Structure on such bridges.

(b) The Department shall notify the Trust each time the Department proposes or is considering highway reconstruction, resurfacing, or other work involving grade crossings of the Leased Premises or otherwise adjacent to or impacting the Track Structure or structures thereon, and shall make every reasonable effort to take the Trust's needs into account both in the design and the execution of such work.

3.3. Risk of Loss. The risk of loss regarding all equipment and materials provided by the Trust to maintain the Leased Premises shall be borne by the Trust.

3.4. Maintenance Performance Standards.

(a) The Trust agrees to maintain the Track Structure operated in passenger service to the Department's narrow gauge track standards as attached.

(b) The Trust's maintenance responsibilities further shall include the following:

- Rail repair and replacement;
- Tie replacement;
- Lining and surfacing;
- Road bed;
- Ditching and drainage structures;
- Brush cutting;
- Herbicide spraying and weed removal;
- Beaver dam removal;
- Grade crossing maintenance;
- Maintenance of grade crossing signals and warning devices;

- Bridge maintenance (including normal maintenance of track structure on all existing bridges, but excluding substructures and superstructures);
 - Clearing wrecks and derailments, including prompt and complete removal of all damaged rolling stock and restoration of the Track Structure to its previous condition;
 - Track and bridge inspections;
 - Snow and ice removal as required;
 - Compliance with all maintenance and repair obligations contained in crossing and other agreements that affect or otherwise pertain to the Leased Premises;
 - Maintenance of the Leased Premises in a generally neat condition.
 - Removal and appropriate disposal under applicable law of all scrap materials from the Leased Premises, including (without limitation) ties and OTM. The Trust may keep any proceeds from the sale of scrap materials removed.
- (c) The Department shall be under no obligation to supply the Trust with materials required for their maintenance responsibilities. Any materials furnished, or purchase reimbursed, by the Department shall be installed within nine (9) months of receipt of material. No additional material of the same type shall be furnished, or purchase reimbursed, by the Department until the existing materials have been depleted below a level set by the Department.
- (d) The Trust shall follow the Department's "Maintenance Standards Handbook, State of Maine-Owned Track, Maintenance of Way" (a copy of which has been provided to the Trust) as the guideline for the

Trust's maintenance activities with respect to the Track Structure as this applies to two foot gauge railroad. It is understood and agreed by the Department that the Trust, as a non-profit entity, shall rely on volunteers to undertake much of such maintenance, but the Trust is responsible for ensuring that such volunteers are familiar with the Department's Maintenance Standards Handbook, are sufficiently trained and equipped to work safely on the Leased Premises, and are supervised by the Trust's personnel who are appropriately qualified and trained in the Trust's operating rulebook; the Department's Maintenance Standards; and all applicable OSHA and Roadway Worker Protection rules.

(e) The Trust shall comply with all federal, state and local statutes, regulations and ordinances while performing maintenance activities, including (without limitation) regulations promulgated by the Maine Forest Service and the Maine Department of Environmental Protection, and shall be responsible for securing and maintaining, at the Trust's expense, all necessary permits for these activities. The Trust shall comply with the Department's Best Management Practices for Erosion and Sediment Control and the Department's environmental standards, copies of which have been given to the Trust.

3.5. Annual Work Plan. On or before October 1 of each year during which this Agreement is in effect, the Trust shall submit to the Department an Annual Work Plan that specifies the type, location and schedule of Track Structure restoration and maintenance activities that the Trust plans to undertake during the following calendar year. The Department shall offer any comments or suggestions within sixty (60) days. The Trust shall carry

out this plan, subject to availability of funds and to unforeseen contingencies or emergencies, and shall notify the Department of any material changes in the plan or its ability to complete the plan.

3.6. Track Inspections.

(a) The Trust shall inspect the Track Structure as required. Inspections shall include the Track Structure (including the track and related components on and along bridges), roadbed, grade crossing signals and warning devices, and other equipment within the Leased Premises (including all public, private and temporary crossings, but excluding the supporting piers, abutments and superstructures of bridges).

(b) Upon request from the Department, the Trust shall inform the Department of the time and place of any such inspection and shall permit qualified representatives of the Department to accompany the Trust's inspector(s).

(c) The Trust shall maintain all original completed and signed inspection reports at its office and shall make these inspection reports available to the Department for review within twenty-four (24) hours after a request by the Department to review these reports.

(d) All defects noted in the Trust's inspection reports during the Trust's operating season shall be repaired within a reasonable period of time.

(e) The Department may at any time, upon giving reasonable notice to the Trust, have the Track Structure inspected by one or more FRA-certified track inspector(s). One or more members or employees of the Trust may accompany the inspector(s). Defects noted in the reports of such inspections shall be repaired by the Trust within a reasonable

period of time, if such defects are noted within the Trust's operating season; if outside the operating season, the defects shall be corrected by the Trust prior to Startup of operations for that season.

3.7. Bridge Inspections. The Department shall undertake inspections of all bridges on not less than an annual basis, not to exceed 540 days, and shall forward copies of all inspection reports to the Trust in a timely manner. The parties shall consult regarding any corrective measures with regard to bridge substructures and/or superstructures that are identified by such inspections.

3.8. Crossings. The Trust's maintenance responsibilities at public highway grade crossings include all protective devices and extend to eighteen (18) inches outside the outermost rail on each side of the Track Structure. In the case of double track crossings, the Trust's responsibility also includes the area between the tracks if the tracks are separated by less than thirty (30) feet between the centers of the Track Structures. Nothing in this Agreement shall relieve the Trust of any of its responsibilities under applicable federal and state laws and regulations relating to the operation of trains over and through highway grade crossings.

3.9. Non-Track Structures.

(a) All Non-Track Structures within the Leased Premises, existing as of the effective date of this Agreement, are leased to the Trust as is, where is. The Trust shall be responsible for all maintenance and capital improvements to all such Non-Track Structures used and/or occupied by the Trust.

(b) New Non-Track Structures constructed by the Trust within the Leased Premises, including (without limitation) station buildings,

station platforms, museum buildings, fuel and water provisioning structures, electrical and other utility service structures, lighting fixtures and signs, remain the property of the Trust. Upon the termination of this Agreement for any reason, the Trust shall remove or demolish any property that does not pre-exist this Agreement and that is not mutually agreed by both parties to be transferred to the Department. The Trust shall be responsible for any environmental hazards or mitigate any environmental issue that the Trust and the Department agree does not pre-exist this agreement.

3.10. Derailments.

(a) In the event of an FRA-reportable derailment, a qualified rail inspector from the Trust and a qualified rail inspector from the Department shall jointly attempt to determine the cause or causes and notify the Trust and the Department of their findings.

(b) The cost of repairing damage to the Leased Premises shall be borne by the Trust when the cause of the derailment is determined to be within the Trust's responsibility, i.e., due to the operation or maintenance of the Track Structure, signaling or equipment.

(c) When the cause of the derailment is determined to be the responsibility of third parties, the cost of restoring the Leased Premises shall be borne by the Trust, except that the cost of restoring damage to any bridge substructure or superstructure shall be borne by the Department; provided, however, that the Department and the Trust may each seek to recover their costs (as well as any additional damages that they may be entitled to recover) from any third party whose negligence caused the derailment.

3.11. Damage by Third Parties. In the event the Leased Premises are damaged as the result of the actions of one or more third parties (including, without limitation, the unauthorized operation of all-terrain vehicles on the Leased Premises), the parties shall confer on the restoration of the Leased Premises, but the costs of such restoration shall be borne by the Trust to the extent such costs are not covered by the insurance specified in Section 9.2 of this Agreement.

3.12. Capital Projects Conducted by the Department or by Third Parties. The Trust acknowledges that the Department may from time to time undertake itself, or contract with one or more third parties to conduct, capital projects on the Leased Premises (including, without limitation, repair and reconstruction of bridges and highway grade crossings, and construction of recreational trails). Any such capital project shall be coordinated with the Trust to avoid impacts on the Trust's operations and shall be subject to the Trust's inspection during construction and approval upon completion, neither of which approvals shall unreasonably be withheld.

(a) The Department through its construction contracts shall reimburse the Trust for any costs incurred by the Trust in connection with any such capital project.

(b) The Department shall coordinate with the Trust on the timing of such projects' work within the Leased Premises. Except in case of emergency, the Department will endeavor to undertake such work outside the Trust's operating season; and whenever such projects must nevertheless be undertaken during the Trust's operating season, the Department agrees to minimize any impacts to the Trust's operation.

SECTION 4

GRADE CROSSINGS

4.1. Restoration to Service of Highway Grade Crossings. Wherever a public highway crosses the Leased Premises at grade:

(a) The Trust shall be responsible for restoring to working order all protective signals, signs and other equipment previously installed upon the Leased Premises and designed to protect highway grade crossings.

4.2. Improvement of Grade Crossings. Improvements to crossings that are a result of the public hearing process and subsequent decree pursuant to State statute shall be the responsibility of the Trust.

4.3. Maintenance of Grade Crossings.

(a) Other than as specified under Subsection 4.1 above, the Trust shall have responsibility for maintaining grade crossings to the physical extent listed in Section 3.8 above.

SECTION 5

RENT

5.1. Rent. In consideration for the Trust's investments for improvements to the Leased Premises, and for its ongoing maintenance thereof to the standards prescribed in Section 3 hereof, the Trust shall pay the Department each year in the form of maintenance on the Track Structure. The rent shall be satisfied by track maintenance by the Trust in a given calendar year of at least \$10,000 when annual gross operating rail related revenues from Rail Line operations are \$1,000,000 or less. When annual gross operating rail

related revenues from Rail Line operations exceed \$1,000,000, rent shall be satisfied by track maintenance by the Trust of at least 2% of the gross operating revenues from rail related activities on the Rail Line above \$1,000,000, in excess of the pre \$1,000,000 requirement of \$10,000, all based on the Trust's annual financial statements.

5.2. No Subsidy. The Department shall be under no obligation to subsidize the Trust's excursion passenger operations, other than for the specific maintenance responsibilities provided in Section 3 herein.

SECTION 6

PROVISION OF RAIL SERVICE

6.1. Operating Rights.

(a) So long as this Agreement is in effect and subject to the conditions and exclusions listed herein, the Trust shall have the exclusive license and right to provide excursion passenger rail service upon the Leased Premises, and to authorize and control the use of the Track Structure by third parties.

(b) The Department shall defend the Trust, its directors and employees, against any legal or administrative challenges by any party, other than any agency or department of the federal government, contesting the Trust's right to operate such rail service upon the Leased Premises or contesting the Department's right to lease the Leased Premises for the purpose of operating rail service.

6.2. Excursion Service. The Trust shall provide passenger excursion rail service on the Leased Premises, on not less than sixty (60) days per year,

except in the case of a *force majeure* event. The schedule, equipment, fares, length of excursion and other features of this service shall be entirely at the Trust's discretion, subject to compliance with all FRA and State of Maine regulatory requirements and public laws. Failure to provide such excursion service shall be considered an event of Default under Section 11 of this Agreement.

SECTION 7

OBLIGATIONS OF THE TRUST

7.1. Compliance With Laws.

(a) The Trust shall fully comply with all federal, state and local statutes, regulations and ordinances that apply to this Agreement and to the services provided and activities undertaken pursuant to this Agreement.

(b) The Trust shall promptly notify the Department of the receipt of any communication indicating that the Trust has not complied with any such statute, regulation or ordinance and shall promptly provide to the Department a copy of such communication.

7.2. Legal Proceedings. The Trust shall immediately notify the Department of any of the following events, and supply the Department with copies of appropriate documentation:

(a) Default by the Trust under any financing agreement to which the Trust is a party.

(b) Any substantial claim asserted by a third party against the Trust. For purposes of this subsection, a "substantial claim" is one which, if taken

to judgment, could adversely affect the Trust's ability to continue operations.

(c) The service of legal process naming the Trust as a defendant or third-party defendant in an action arising out of or related to the Trust's activities in the State of Maine.

(d) The entering of any injunction against the Trust.

(e) The grant to a third party of any attachment, judgment (whether interlocutory or final) or execution against the Trust.

(f) The naming of the Trust as a party in any federal, state, or local administrative or regulatory investigation or proceeding.

(g) Any bankruptcy, receivership, insolvency or similar action initiated by or against the Trust.

7.3. Protection of State of Maine Property from Creditors. The Trust shall take any and all steps necessary to protect the Leased Premises and any other property of the State of Maine from the Trust's creditors.

7.4. Alteration of Business Organization.

(a) So long as this Agreement is in effect, the Trust shall not liquidate, dissolve, merge, consolidate or change the form of its business organization without the prior written consent of the Department, such approval shall not to be unreasonably withheld.

(b) With the Departments consent the Trust may establish one or more for-profit affiliates in connection with its operations on the Leased Premises, to which may be assigned some or all of the Trust's rights and responsibilities under this Agreement. The Department's consent

shall be required for the sale of any or all stock or other interest in such subsidiary to any third party, and the Department may grant or withhold such consent at its sole discretion.

7.5. Utilities. The Trust shall be responsible for securing all utility services necessary for the operation upon the Leased Premises, and shall pay for these services without reimbursement by the Department; provided, however, that nothing in this provision shall prevent the Trust from seeking reimbursement from the Department for costs of operating signals at highway grade crossings.

7.6. Liens. The Trust shall keep the Leased Premises and any other property of the State of Maine free and clear of all mechanic's, materialmen's and other liens and encumbrances arising out of or relating to the Trust's use and occupation of the Leased Premises and the services provided and activities undertaken pursuant to this Agreement.

7.7. Good Standing. So long as this Agreement is in effect, the Trust, and any affiliates or assignees, shall remain in good standing in its state of incorporation and shall remain qualified to do business in the State of Maine.

7.8. Third Party Contractors. The Trust shall require every person entering upon or performing work on the Leased Premises under any contract, agreement or license from the Trust, where such activity will exceed one working day or where billing for such services exceeds \$10,000, to maintain commercial liability insurance for the protection of railroad equipment and structures, to a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate.

7.9. Notice of Encroachments. The Trust shall promptly notify the Department of any new encroachments it observes on the Leased Premises

and shall consult with the Department regarding any responsive measures to be taken.

7.10. Equal Employment Opportunity. So long as this Agreement is in effect, the Trust shall comply with all relevant provisions of the Equal Employment Opportunity Act of 1972, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and other applicable federal and state laws. The Trust shall inform the Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (including the Maine Human Rights Commission, the Equal Employment Opportunity Commission, and the Office of Civil Rights) against the Trust by any individual as well as any lawsuit regarding any allegedly discriminatory practice.

7.11. Employment and Personnel. The Trust agrees not to engage any person in the employ of any department or agency of the State of Maine in a position that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. So long as this Agreement is in effect, the Trust shall not engage, on a full-time, part-time or other paid basis, any other personnel who are or have been at any time during the term of this Agreement in the employ of any department or agency of the State of Maine, except elected members of the Legislature and regularly retired state employees, without the written consent of the State Purchases Review Committee. Further, so long as this Agreement is in effect, the Trust shall not engage, on a full-time, part-time or other paid basis, any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Trust shall cause the foregoing provisions to be inserted in any contract with a value in excess of \$10,000,

so that such provisions shall be binding upon each such contractor, provided that the foregoing provisions shall not apply to the acquisition of standard commercial supplies, parts or raw materials.

7.12. State Employees Not To Benefit. No individual employed by the State of Maine at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. No individual employed by the State at the time this Agreement is executed or at any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his/her employment by or financial interest in the Trust or any affiliate of the Trust, without the written consent of the State Purchases Review Committee. The Trust shall cause the foregoing provisions to be inserted in any contract with a value in excess of \$10,000, so that the provisions shall be binding upon such contractor, provided that the foregoing provisions shall not apply to the acquisition of standard commercial supplies, parts or raw materials.

SECTION 8

ACCOUNTING RECORDS AND REPORTS

8.1. Financial Statements. Each calendar year, within one hundred eighty (180) days after the end of such year, the Trust shall provide to the Department copies of its annual report to the Internal Revenue Service on Form 990.

8.2. Access to Records; Preservation of Records.

(a) The Trust shall preserve all data, records and accounts relating to this Agreement and the services provided and activities undertaken pursuant to this Agreement until three (3) years after the financial reporting of each year.

(b) Upon reasonable notice, the Trust shall permit the Department's authorized representatives to inspect and audit all data, records and accounts directly pertinent to this Agreement and to the services provided and activities undertaken pursuant to this Agreement until three (3) years after the date of the financial reporting on a given year. Nothing in this Subsection shall reduce or waive the Trust's right to the confidentiality of personnel records and other correspondence privileged under Maine law.

(c) The Trust shall include in all its contracts hereunder in excess of \$10,000 in value, a provision to the effect that that the contractor agrees that the Department, or any of the Department's duly authorized representatives, shall, until three (3) years after the financial reporting for each year has occurred have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor involving transactions related to the Trust.

(d) For records that relate to (i) disputes or appeals of disputes, and (ii) litigation or the settlement of claims arising out of this Agreement or the services provided or activities undertaken pursuant to this Agreement, the periods of retention, access and examination described above shall continue until such disputes, appeals or litigation have been finally resolved.

8.3. Other Reports.

(a) So long as this Agreement is in effect, the Trust shall provide to the Department, no later than thirty (30) days after the end of each calendar year

- The number of passengers carried; and
- The number of revenue passenger train-miles operated.

(b) The Trust shall provide contemporaneous copies to the Department of all other reports filed by the Trust with any federal or state agency (including, without limitation, the FRA and the STB) pertaining to the Leased Premises or arising out of or relating to the services provided or activities undertaken pursuant to this Agreement.

(c) During the Trust's operating season, the Trust shall forward copies of all weekly track inspection reports to the Department on a quarterly basis.

8.4. Taxes and Assessments. The Trust is solely responsible for the payment of any taxes, assessments or fees or other charges levied upon or relating to the Leased Premises and operations thereon.

SECTION 9

INDEMNIFICATION AND INSURANCE

9.1. Indemnification.

(a) For purposes of this Section 9.1 and Section 9.2 of this Agreement, "Indemnitees" means the State of Maine and its officials, agents and

employees (together with their respective heirs, successors and assignees).

(b) For purposes of this Section 9.1, “Claims” means any and all claims, actions, proceedings, costs or expenses (including, without limitation, court costs, attorneys’ fees and expenses, settlements, judgments, fines, penalties or otherwise) arising directly or indirectly out of or in connection with:

(i) the maintenance of the Leased Premises (including, without limitation, materials, products or equipment supplied and/or activities performed) by the Trust or by the Trust’s agents, employees, contractors or any other person acting for or with the permission of the Trust (including any failure to maintain the Leased Premises in accordance with this Agreement);

(ii) the operation of passenger excursion rail service on the Leased Premises (including, without limitation, materials, products or equipment supplied and/or activities performed) by the Trust or by the Trust’s members, agents, employees, subcontractors, or any other person acting for or with the permission of the Trust (including any failure to operate any passenger excursion service);

(iii) the Trust’s use or occupation of the Leased Premises; or

(iv) any other service provided or activity undertaken pursuant to this Agreement.

(c) The Trust shall defend, indemnify and hold Indemnitees harmless, from and against any and all Claims (except for Claims

resulting from negligent or intentional acts of an Indemnitee), including (without limitation) Claims for:

(i) injury or death to any person whatsoever (including, without limitation, employees of the State of Maine, the Trust's members, the Trust's employees and the Trust's passengers).

(ii) damage to or loss (including loss of use) of any property whatsoever (including, without limitation, property of the Trust and the State of Maine) and goods being transported by rail.

(iii) pollution or impairment to the environment (including investigation and clean-up costs); and

(iv) breach of, or errors, acts or omissions relating to, the Trust's obligations under this Agreement.

(d) The Trust specifically assumes all liability for all Claims asserted against Indemnites by the Trust's members or employees (except for Claims resulting from the negligent or intentional acts of an Indemnitee), and the Trust specifically waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by the Federal Employers' Liability Act. However, nothing in this Subsection shall limit any protection afforded the Trust as an employer under Maine Workers' Compensation law.

(e) The obligations imposed by this Section 9.1 shall not be limited by the existence of, or by any limitations or exclusions contained in, any insurance policy.

(f) In case suit shall at any time be brought against an Indemnitee asserting a liability from and against which the Trust is obligated to

defend, indemnify and hold that Indemnitee harmless, the Trust shall, at its own costs and expense and without any cost or expense whatever to that Indemnitee, defend such suit using counsel acceptable to the Indemnitee and indemnify and save that Indemnitee harmless against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against that Indemnitee; provided, however, that each Indemnitee shall promptly upon the bringing of any such suit against that Indemnitee give notice thereof to the Trust.

(g) The obligations imposed by this Section 9.1 shall survive the termination of this Agreement.

9.2. Insurance.

(a) The Trust shall procure and maintain, at the Trust's expense, from the Effective Date of this Agreement, the following insurance:

(i) Workers Compensation Insurance, to the extent (if any) required by Maine law.

(ii) Commercial General Liability Insurance, covering liability imposed on the Trust with respect to the Trust's services and activities related to the rehabilitation of the rail line and all preparations for Startup, and naming the Department as an additional insured party, with a limit of liability not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) per year.

(iii) Automobile Liability Insurance, issued to and covering the Trust's liability arising out of all owned, non-owned, hired, rented and leased vehicles which bear, or are required to bear, license plates

in the State of Maine. Indemnitees shall be named as additional insureds, and the policy shall contain a waiver of subrogation in favor of Indemnitees. Coverage under this policy shall have limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury (including disease and death), personal liability, and property damage (including loss of use) liability.

(iv) Property Insurance, covering all property owned by the Trust or by the State of Maine and used and maintained by the Trust in connection with this Agreement (including, without limitation, the Leased Premises and other property owned by the State of Maine and used and maintained by the Trust) and covering all property owned by third parties in the custody or control of the Trust, with limits adequate to protect the full replacement value relative to real property and leasehold improvements, or the actual cash value relative to rolling stock and equipment. Indemnitees and other third party interests shall be named as loss payees, and the policy shall contain a waiver of subrogation on behalf of Indemnitees.

(b) So long as this Agreement is in effect, the Trust shall procure and maintain the following insurance, in addition to the insurance specified in subsection (a) above:

(i) FELA Insurance, covering the Trust's liability, if any, under the Federal Employers' Liability Act;

(ii) Commercial General Liability Insurance, covering the Trust's passenger rail operations and all other obligations assumed by the Trust under this Agreement (including, without limitation, the indemnification obligations set forth in Section 9.1 of this

Agreement). Independent Contractors Liability, Personal Injury/Advertising Liability, Contractual Liability and Products/Completed Operations Liability coverages are to be included, and all Railroad and Explosion (other than steam boiler explosions) exclusions are to be deleted.

Indemnitees shall be named as additional insureds, and the policy shall contain a waiver of subrogation on behalf of indemnitees. Coverage under the policy shall have limits of liability not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) per annum for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.

(iii) Pollution Liability Insurance, covering liability on the part of the Trust arising out of the pollution or impairment of the environment, including investigation and clean-up costs, incidental to the Trust's accidents or occurrences. Indemnitees shall be named as additional insureds, and the policy shall contain a waiver of subrogation on behalf of Indemnitees. Coverage under this policy shall have limits of liability not less than the Commercial General Liability insurance required in Subsection 9.2 (b) (ii) above. The Trust may, at its option, cover this pollution liability exposure in the Commercial General Liability insurance required above, and if this is done, the certificate of insurance submitted must clearly indicate that these coverages are combined.

(iv) Additional Insurance, as may be usual and customary with respect to the services provided and activities undertaken pursuant to

this Agreement and as may be required under any applicable federal or state statute or regulation, any applicable local ordinance, or any applicable federal or state administrative or judicial order.

For each of the insurance policies listed in this subsection, the Trust shall furnish the Department copies of each Certificate of Insurance. The Department shall be notified a minimum of ten (10) days prior to the cancellation of any insurance policy. Insurance may not be diluted by including coverage for other risks beyond rail operations.

(c) Except as the Department may otherwise agree in writing, no deductible under any insurance policy may exceed twenty-five thousand dollars (\$25,000).

(d) The term “Indemnitees” when used in this Section 9.2 has the meaning stated in Subsection 9.1 (a) of this Agreement.

SECTION 10

REPRESENTATIONS AND WARRANTIES

10.1. Department. The Department represents and warrants that it has full statutory power and authority to enter into this Agreement and to carry out its obligations hereunder.

10.2. Trust. The Trust represents and warrants that:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maine;

(b) It has full power to enter into this Agreement and to carry out its obligations hereunder.

(c) Its execution and performance of this Agreement do not violate any statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body.

(d) It has not paid, or agreed to pay, any company or person any fee, commission, brokerage fee, gift or any other consideration, other than professional fees relating to the preparation of documents, contingent upon or resulting from the making of this Agreement. For breach or violation of this representation and warranty, the Department shall have the right (in addition to the Department's other rights set forth in this Agreement) to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

SECTION 11

DEFAULT

11.1. Events of Default. The Trust shall be in default under this Agreement:

(a) If the Trust has failed to commence revenue passenger excursion operations each calendar year, as required under Section 7.1 herein, unless said failure is due to noncompliance by the Department of the Department's responsibilities under this Agreement or to any *force majeure* event.

(b) If the Trust fails to obtain the Department's written consent when such written consent is required by this Agreement.

(c) If the Trust fails to give any notice required under this Agreement.

- (d) If the Trust fails to maintain the Track Structure and property within the Leased Premises as required by this Agreement, or to cure such failure as under Sections 3.6 (d) and (e) of this Agreement;
- (e) If the Trust fails to discharge within thirty (30) days of filing any liens arising out of or related to the Trust's use, occupation, or maintenance of the Leased Premises, when any such lien is uncontested by the Trust.
- (f) If the Trust fails to discharge within thirty (30) days of filing any judgments arising out of or related to the Trust's use, occupation, or maintenance of the Leased Premises.
- (g) If the Trust becomes insolvent.
- (h) If any assignment is made of the Trust's property for the benefit of creditors.
- (i) If the Trust is the subject of a voluntary or involuntary bankruptcy or insolvency proceeding.
- (j) If the Trust transfers any interest in this Agreement in violation of the terms of this Agreement.
- (k) If any representation or warranty made by the Trust in this Agreement is determined to have been false when made.
- (l) If any event occurs that is identified elsewhere in this Agreement as an event of default and remains uncured for 90 days.
- (m) If the Trust neglects or fails to perform or observe any covenant, term, provision or condition on its part to be performed or observed

hereunder, and such neglect or failure continues for a period of forty-five (45) days after written notice thereof by the Department.

11.2. Remedies. In the event of a default by the Trust under this Agreement, the Department may terminate this Agreement and (whether or not this Agreement is terminated) shall be entitled to any and all legal and equitable remedies that may be available. The Department's remedies upon the Trust's default shall be cumulative, and the selection of one remedy shall not preclude the selection of one or more alternative remedies.

SECTION 12

TERMINATION

12.1. Events of Termination. This Agreement shall terminate upon the occurrence of any of the following events:

- (a) The expiration of this Agreement or any extension thereof.
- (b) Notice of termination from the Trust to the Department.
- (c) Notice of termination from the Department to the Trust based upon the occurrence of an event of default as defined in Section 11 of this Agreement.
- (d) Either party is prevented from honoring its respective commitments under this Agreement as a result of legislative, judicial, or other governmental or non-governmental action, where such action is the result of circumstances not within the control of the terminating party.
- (e) If the Department determines and the Joint Standing Committee on Transportation of the Maine Legislature, with jurisdiction over the

Department concurs, that a higher and better transportation use of the Leased Premises is appropriate and that funding may become available to develop such an alternative use, then the Department shall notify the Trust of its intention to pursue such alternative use. Upon such notification, this agreement becomes subject to termination upon 60 days notice by the Department, such notice to be given not less than 90 days of commencement of actual construction of alternative use. During the 60 day notice period the Trust shall be entitled to quiet enjoyment of its rights.

- (f) Notice of termination from the Department due to the resumption of standard gauge operations in the corridor.

For events of termination listed under subsections (b) through (d) above, the terminating party shall provide one hundred eighty (180) days' notice of such termination to the other party.

12.2 Effect of Termination. Upon the termination of this Agreement:

- (a) The Department shall be entitled to possession of the Leased Premises.
- (b) The Department shall have the right to terminate the Trust's operations on the Leased Premises immediately on notice to the Trust.
- (c) The Trust shall have the right, at any time within ninety (90) days of the termination of this Agreement, to enter upon the Leased Premises for the purpose of removing any property owned by the Trust (including, without limitation, rolling stock, tools, equipment, signs, structures, buildings and other leasehold improvements, other than the Track Structure).

SECTION 13

TERM

13.1. Initial Term. The Initial Term of this Agreement shall begin at 12:01 A.M., Eastern Time, on June 1, 2020, and shall expire, unless previously terminated pursuant to Section 12 of this Agreement, at 11:59 P.M., Eastern Time, on December 31, 2049.

13.2. Extension. Either party may seek to extend this Agreement prior to the expiration of the initial term; provided that any party seeking to extend this Agreement shall notify the other party of its intention to extend this Agreement no later than December 31, 2049. In the absence of any such notice, the term of this Agreement shall not be extended and shall expire, unless previously terminated pursuant to Section 12 of this Agreement, at 11:59 P.M., Eastern Time, on December 31, 2049.

(a) In the event that this Agreement is not extended upon expiration of the term; Trust shall have 180 days from expiration of this Agreement to remove and/or demolish and remove any property on the leased premises that is not mutually agreed to be transferred to the Department.

SECTION 14

DISPUTE RESOLUTION

14.1. Disputes.

- (a) For purposes of this section 14.1., “Dispute” means:
- (i) a dispute between the Department and the Trust arising out of or relating to this Agreement;
 - (ii) a dispute between the Department and the Trust arising out of or relating to any service provided or activity undertaken pursuant to this Agreement;
 - (iii) a claim by the Department against the Trust or by the Trust against the Department arising out of or related to this Agreement;
or
 - (iv) a claim by the Department against the Trust or by the Trust against the Department arising out of or related to any service provided or activity undertaken pursuant to this Agreement.
- (b) In the event of a dispute, representatives of the parties shall meet to discuss and attempt to resolve the dispute.

14.2 Choice of Forum. In the event the Dispute is not resolved within forty-five (45) days after the day one party informs the other party of its desire to resolve the Dispute, the Dispute shall be brought in Maine Superior Court in Augusta, Maine. Each party irrevocably submits to the exclusive jurisdiction of such court, waives any objection it may now or hereafter have to venue or to convenience of forum, and agrees not to bring any Dispute in any other court. Either party may appeal from the decision of the Maine Superior Court to the Maine Supreme Judicial Court.

SECTION 15

ASSIGNMENT

15.1. Department. The Department may assign this Agreement and/or any of the Department's rights or obligations under this Agreement at any time. The Department shall notify the Trust at least thirty (30) days prior to the effective date of such assignment.

15.2. Trust.

(a) Assignment of Other Rights and Obligations. The Trust shall not assign this Agreement or any of the Trust's rights or obligations under this Agreement, without the prior written consent of the Department, which consent may be granted or withheld at the sole discretion of the Department. Any assignment without such prior written permission shall constitute an event of default under this Agreement and shall be of no legal force or effect.

(b) For purposes of this Agreement, an assignment shall include:

- (i) the issuance and/or transfer of securities representing a controlling ownership interest in the Trust;
- (ii) the merger, consolidation, or change of form of business organization of the Trust; and
- (iii) the transfer of this Agreement or an interest in this Agreement in a liquidation, dissolution or insolvency proceeding or otherwise by operation of law.

SECTION 16

MISC. PROVISIONS

16.1. Licenses, Permits and Approvals. The Trust shall, at the Trust's expense, procure and maintain all federal, state and local licenses, permits and approvals needed to provide the services and undertake the activities that are the subject of this Agreement (including, without reservation, any and all STB, FRA, FCC and other approvals that may be required should the Trust elect to operate freight service). The Trust shall provide copies to the Department of all such licenses, permits and approvals and of all submissions made by the Trust in connection therewith.

16.2. Availability of Funds. Notwithstanding anything in this Agreement that might be construed to the contrary, the parties acknowledge that, pursuant to Maine law, this Agreement is made subject to the appropriation by the Maine legislature of funds needed to pay for the Department's financial obligations under this Agreement. This Agreement shall not create any financial obligation on the part of the Department or the State of Maine.

16.3. Inspections by the Department. The Department shall have the right during the term of this Agreement to inspect the Leased Premises (or any part thereof) and the equipment and materials used by the Trust in providing services and undertaking activities pursuant to this Agreement, and to observe such services and activities as they are being conducted.

16.4. Relationship of Parties. In providing services and undertaking activities pursuant to this Agreement, the Trust is acting as an independent contractor. The Trust shall have no authority to act in any capacity as an

agent of the Department, and shall not hold itself out as having such authority.

16.5. Entire Agreement. This Agreement supercedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter; provided, however, that this Agreement shall not affect the independent powers, duties, or jurisdiction of the Department or of other agencies or instrumentalities of the State of Maine.

16.6. Amendment. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument executed by the parties.

16.7. Contact Personnel. The Trust and the Department each shall designate individuals of an appropriate level of authority to be the single point of contact with respect to this Agreement and any issues raised or notices given under this Agreement.

16.8. Notices. All notices, consents, waivers, and other communications required or permitted by this Agreement shall be in writing and shall be sent by a nationally-recognized overnight courier service (costs prepaid) or by certified mail, return receipt requested (postage prepaid) to the appropriate address designated below (or to such another address as a party may subsequently designate) and shall be deemed given upon either receipt or rejection by the addressee:

If to the Trust:

Wesley Heinz, Executive Director
Maine Narrow Gauge Railroad Co. & Museum
222 Saint John St. Suite 311f

Portland,ME 04102

If to the Department:

Director, Office of Freight and Business Services
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016

16.9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Department and the Department's successors and assignees and, subject to Section 15 of this Agreement, shall be binding upon and inure to the benefit of the Trust and the Trust's successors and assignees.

16.10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or in degree will remain in full force and effect to the extent not held invalid or unenforceable.

16.11 Non-waiver.

(a) No waiver of any term or condition contained in this Agreement shall be valid unless in writing and signed by the party to be charged with the waiver.

(b) No delay or failure to enforce any right or obligation hereunder shall be deemed a waiver of such right and obligation or of any other right or obligation hereunder.

(c) No waiver of any breach of any term or condition contained in this Agreement shall be valid unless in writing and signed by the party to be

charged with the waiver, and no such waiver shall be deemed a waiver of any preceding or subsequent breach of the same or any other term or condition contained in this Agreement.

(d) Nothing in this Agreement shall be construed as a waiver by the Department of any immunity to which the Department may be entitled under state or federal law.

16.12. Governing Law; Interpretation; No Third-Party Beneficiaries.

(a) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require application of any other law).

(b) The headings in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

(c) Nothing expressed or referred to in this Agreement shall be construed to give any person, firm or corporation other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

16.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which constitute one Agreement IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested to by their duly authorized representatives as of the date and year first above written.

THE TRUST FOR THE PRESERVATION OF MAINE INDUSTRIAL

HISTORY AND TECHNOLOGY:

By: Wesley Heinz, E.D.

Wesley Heinz, Executive Director

Catherine Heen, Pres.

Attest

Dated 1 Day of JUNE, 2020

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: Bruce Van Note

Bruce Van Note, Commissioner

[Signature]

Attest

Dated 5th Day of June, 2020



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

June 27, 2019

Portland Planning Board
389 Congress St
Portland, ME 04101

Re: Letter of Intent

Dear Portland Planning Board :

The State of Maine acting by and through the Department of Transportation has been in discussion with the Trust for the Preservation of Maine Industrial History and Technology, Maine Narrow Gauge Railroad Museum, to renew the Lease and Operating Agreement for the Portland Waterfront Line located between India Street and the Back Cove trestle bridge. The new Lease and Operating Agreement terms will extend until 2049 to accommodate the needs of the Maine Narrow Gauge Museums expansion plans. Further, the Department has agreed to allow the construction of new facilities, station building near India street and maintenance/storage building near the Back Cove trestle bridge, within the Departments right of way. The following language is included in the Lease and Operating Agreement to accommodate the new buildings;

“Leased Premises means:

(i) A certain right of way located in Portland, Maine, which is 26' or more wide, starting at India Street near the Grand Trunk Building at #1 India Street and running in a North and Northeasterly direction along the waterfront parallel to Fore Street, then swinging to a Northwesterly direction around the East end of the Portland Peninsula and over Cutter Street until the trestle bridge located just Northwest of the Cutter Street. The Leased Premises shall include the full 99' of right of way Northwest of Valuation Station 8661+12 except for those areas encumbered by any new or existing agreements (Eastern Promenade Trail) as outlined in Sections 2.5 and 2.6 of this agreement. This right of way is more fully and accurately described and depicted on Federal Valuation Plan Section 26 Sheet 22 and the FINAL SITE PLAN APPROVAL: TRACK PLACEMENT & PASSENGER SERVICE FROM INDIA STREET TO TRESTLE BRIDGE. Prepared by Mohr & Seredin, Landscape Architects, Inc., February 1995. Said Plan is attached to this Lease and is incorporated by reference.”

The Department intends to execute the new Lease and Operating Agreement upon approval of all required permitting for the new station and maintenance buildings. If you have any questions or would like to review a copy of the Lease and Operating Agreement, you may reach me at (207) 624-3042 or brian.j.reeves@maine.gov.

Sincerely,

Brian Reeves, P.E.
Director, Rail Transportation
Office of Freight & Business Services
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016