

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-27

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council hereby approves the Taxi License for Wiliam Getchell dba Moosehead Taxi, LLC, 45 Prospect Street.

Filed May 12, 2022
LEVI LADD

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-29

MAY 12, 2022

BE IT ORDERED that the Dexter Town Council hereby accepts donations in the amount of \$12,500 from the following for lights at Ellms' Field:

Millworks LLC/Frank Spizuoco

CM Ellms & Son

Douglas Osterhus

Finding Home Realty

Hannaford

Filed May 12, 2022

DAVID PALMER

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-30

MAY 12, 2022

BE IT ORDERED that the Dexter Town Council hereby authorizes the closure of the Municipal Office for the Primary Election on Tuesday, June 14, 2022 to allow the clerks to work at the election polls.

Filed May 12, 2022
ADAM BRIGGS

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-31

MAY 12, 2022

BE IT ORDERED that the Dexter Town Council hereby approves the off-premise catering permit for Mark Libby doing business as Anthony Lee's Winery for the Maine Red Hot Dog Festival on August 13, 2022.

Filed May 12, 2022
CHARLES ELLMS

Town of Dexter Agreement for the Performance of Services

This agreement outlines the terms and conditions of services to be provided to the Town of Dexter for the operation and maintenance of the Dexter Municipal Golf Course.

1. PARTIES: This Agreement is between the Town of Dexter (Also referred to as the "Town"), and Ryan Wilks, of Dexter, Maine (Also referred to as the "Contractor").

2. SUBJECT: The municipal leadership of the community recognizes the recreational and economic value that a golf course contributes to the community. The primary goal of this undertaking is to ensure that a well-managed and maintained public golf course is provided to the residents and visitors to the region while at the same time minimizing the financial burden to the taxpayers. In that light the Dexter Town Council has elected to contract the management, maintenance, and operation of the Dexter Municipal Golf course under the terms outlined in this Agreement. Under this concept the Town retains ownership of the course and facilities and assumes limited expenses associated with maintenance and upkeep of buildings as well as responsibility for capital improvements. The Contractor will provide maintenance and support staff adequate to operate the course and as compensation will retain revenues generated by the course in accordance with this Agreement.

3. INDEPENDENT CONTRACTOR: Throughout the performance of this Agreement the Contractor and his employees are acting in an independent capacity and not as an officer, employee, or agent of the Town of Dexter. Personnel required to fulfill the terms of this Agreement shall be employed or retained by the Contractor. The Contractor is solely responsible for complying with all applicable state and federal employment laws, including but not limited to: workers compensation law, employment security law, and minimum wage and hours laws.

4. TERM OF AGREEMENT: This Agreement is in effect for a period of three (3) years commencing on April 1, 2022 and ending on March 31, 2025 unless sooner terminated in accordance with Sections 14 and 15 of this Agreement. An option to renew the agreement for an additional three (3) years may be exercised on or before November 30, 2024; on terms agreeable to both parties.

5. CONTRACTOR RESPONSIBILITIES: As operator of the Dexter Municipal Golf Course, the Contractor shall assume the following responsibilities:

A. Provide a positive recreational environment that promotes the sport of golf and reflects favorably on the Town as well as the Contractor. Course shall be open to the public and staffed to seven days a week from May 1 to November 1 (weather permitting).

B. Perform all routine course maintenance and upkeep, to include fairways, greens, tee boxes, and adjacent rough areas.

C. Manage all course employees and be responsible for payroll, benefits and compliance with federal and state labor laws.

D. Will maintain liability insurance for personal injury, death, and property damages resulting from Contractor acts or omissions in the performance of this Agreement. Coverage shall name the Town of Dexter as an additional insured under this coverage. Provide proof of insurance to the Town as well as verification of Worker's Compensation insurance acceptable to the Town. If the sale of alcoholic beverages is anticipated proof of coverage must be provided. All such insurance policies shall have a limit per occurrence of not less than the limit of Town's liability under the Maine Tort Claims Act and an annual aggregate limit of \$2,000,000. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to the Town. Contractor shall also maintain all insurance required by federal, state, and local law, at levels required by law. Contractor shall maintain employer liability coverage with a limit of not less than \$1,000,000 per occurrence. Contractor waives all rights against the Town, including any right of or for subrogation, for damages to the extent covered by the employer liability policy required by this Section. Contractor shall ensure that all subcontractors and suppliers at the golf course provide and maintain liability and other insurance as set forth in this Section. **Nothing in this agreement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

E. Procure and pay fees associated with required federal, state, and local permits and licenses.

F. Provide all merchandise and consumables to support course and clubhouse concessions. (Includes snack bar, driving range, and pro shop)

G. Procure and pay telephone charges associated with the golf course clubhouse (924-2245).

H. Procure and pay power bills associated with Central Maine Power Account numbers 222-0104111-011 and 222-0171311-001.

I. Procure and pay fuel oil required to heat the clubhouse.

J. Procure and pay for all fuel and lubricant requirements to operate Town and Contractor equipment.

K. Pay all water and sewer bills invoiced to the Golf Course by the Dexter Utility District.

L. Provide for all course advertisements and information programs.

M. Assume responsibility for administration and payment of all fees associated with maintaining liquor license (if such a license is desired).

N. Assume responsibility for routine course maintenance expendables (fertilizer, fungicide, grass seed) including costs for normal pesticide applications and professional services. This excludes weed and insect control measures, which will be provided by the Town and applied by a certified contractor.

O. Provide for day-to-day housekeeping of facilities and trash removal.

P. Maintain course signage.

Q. On or before June 1st each year of the Agreement, the Contractor will reconcile in-house equipment maintenance expenses and provide a written report to the Town setting forth in detail the expenses incurred. The Contractor is responsible for up to \$5,000 for equipment maintenance each year.

R. The Contractor will work with the Town Manager and Finance Officer on course related issues including program development, routine cash management, capital improvements and resolution of complaints.

6. TOWN RESPONSIBILITIES: The Town of Dexter shall be responsible for the following:

A. Provide building maintenance and repairs (includes club house, maintenance building, and cart storage barns).

B. Provide for off course signage. Signage requirements to be agreed upon during the annual municipal budgeting cycle.

C. Provide snow removal for access road (also known as Sunrise Ave.), maintenance barn and parking area.

D. Provide repairs to parking area and grounds adjacent to clubhouse.

E. Provide for course repairs resulting from damage caused by weather, vandalism, or other natural causes that render the course or portions of the course unusable.

F. Provide property and casualty insurance coverage for Town owned buildings, grounds, and equipment.

G. Provide equipment for use by the Contractor. Also provide other Town equipment to be used by the Contractor; at the discretion of other departments. On or before June 30 each year, the Contractor will provide a reconciliation of in-house equipment maintenance expenses. The Town is responsible for equipment maintenance expenses exceeding \$5,000 each year. If over \$5,000 is expended by the Contractor, the difference will be reimbursed to the Contractor.

H. Provide materials, as required, to upgrade and maintain the course within reasonable standards agreed upon by the Contractor and Town Manager.

I. Contribute, when available, to a Golf Course Reserve fund dedicated to support of capital improvements and equipment acquisitions.

J. Provide for cost of weed and insect control program and other "course maintenance" initiatives that go beyond the scope of a routine nature.

7. SPECIAL CONDITIONS: The following special conditions and restrictions apply:

A. Any fee structure adjustments (Section 8) will be subject to review by the Town Manager and approved by the Dexter Town Council.

B. The course shall be maintained at a level of standards acceptable to the Town Manager.

C. Any significant enhancements or alterations to the course or buildings must be approved in advance and in writing by the Town.

D. The use of "volunteers" to perform routine course maintenance is prohibited; however, special projects involving the use of "volunteer" labor may be permitted with advance authorization from the Town Manager.

E. Use of the Town's Tax ID number for purchases must be approved by the Town Manager or Finance Officer on a case-by-case basis.

F. The Contractor will provide membership data to the Town and Town Manager upon request.

G. The Town, its officials and agents, are not responsible for loss or damage to contractor owned equipment, supplies, or merchandise.

8. CONTRACTOR COMPENSATION: The Contractor is entitled to derive revenues from the following course related activities.

- A. Membership dues (100%)
- B. Green Fees (100%)
- C. Cart Storage fees (100%)
- D. Cart Rental fees (100%)
- E. Snack Bar proceeds (100%)
- F. Pro Shop sales (100%)
- G. Driving Range (100%)
- H. Proceeds from advertising on course signs and scorecards (100%)
- I. Special Promotions coordinated with the Town Manager

9. CONTRACTOR RIGHTS: The Contractor has authority to exercise the following rights in the course of providing services related to this Agreement:

A. The right and duty to supervise employees and agents hired to perform services.

B. The right to set fees for course membership, rentals, and greens fees; however, a notice of any increases to the fee structure for membership and greens fees must be given to the Town Manager prior to the increase.

C. May operate the clubhouse and grounds on an annual basis and is authorized to retain income derived from such operation.

D. The space located above the clubhouse may be utilized as part of the clubhouse or as storage, at the Contractor's discretion. In the event that the space is to be utilized, Contractor shall obtain the prior written approval from the Town.

10. TOWN RIGHTS: The Town reserves the following rights:

A. The Town Manager or his/her designated representative has the right to inspect the facility and grounds at any time and notify the Contractor of problems, inadequacies, or non-performance.

B. The Town, with twenty-four (24) hours' notice to the Contractor, retains access to the facility to perform routine maintenance.

11. RESERVED.

12. BILLS AND CLAIMS: The Contractor is responsible for all bills and claims for labor, materials, equipment maintenance, fuel and other items which are incurred in the performance of this Agreement. All bills and claims will carry the Contractor's business name, Ryan Wilkes, with no reference to the Town of Dexter.

- A. Equipment Maintenance
- B. Fuels and Lubricants
- C. Heating Oil
- D. Electricity
- E. Water and Sewer
- F. Routine Course Maintenance Expendables

13: ASSIGNMENT: The Contractor may not sell, transfer or otherwise assign duties or responsibilities specified in this Agreement to any other person or entity without written approval from the Town.

14. BREACH OF CONTRACT: The following shall constitute a breach of this agreement:

(a) Contractor shall default in the observance or performance of any other of the Contractor's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or

(b) Any assignment shall be made of Contractor's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Contractor's property, or a petition is filed by Contractor under any bankruptcy, insolvency or other debtor relief law; or

In the event that any of the above breaches shall occur:

- A.) **Legal Remedies.** The Town shall have all rights and remedies available to it under law and equity.
- B.) **Terminate the Contract.** The Town may terminate this agreement by sending the Contractor a written notice, effective upon the date of such notice.

- C.) **Substitution.** The Town may require a substitute contractor to manage the golf course for any period of time the Town considers necessary.
- D.) **Damages.** Contractor shall pay to Landlord all amounts needed to repair facilities, equipment and grounds in the event they have been abused or neglected by Contractor within ten (10) days following receipt of an invoice regarding such costs from the Town.
- E.) **Fee Reimbursement.** The Contractor shall pay to the Town the percentage of all fees received by the Contractor in connection with the golf course stated in Section 8 hereof according to the following schedule:

<u>Leave By</u>	<u>Amount to be paid to Town</u>
May 31	83%
June 30	66%
July 31	49%
September 30	32%
October 31	15%

15. TERMINATION OF AGREEMENT: The parties may agree in writing to terminate this Agreement by mutual consent. In the event that extraordinary circumstances occur that would restrict the ability of the Town to appropriate adequate public funds, or the Contractor to support the golf course the Agreement may be terminated by the Town or the Contractor with 90-days of written notice. Upon the expiration or termination of this Agreement, Contractor shall immediately vacate the golf course and buildings and remove all of its personal property therefrom. Contractor shall also turn over to Town all books, records, and any other materials relating to the operation of the golf course.

16. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town, and the Town's officers, board members, agents, consultants, and employees in their official and individual capacities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of this agreement, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or liens on the Town's property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of this

agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO CONTRACTOR UNDER WORKERS' COMPENSATION OR SIMILAR LAWS. The obligations in this Section survive termination of the Contract.

17. AMENDMENT, SEVERABILITY, AND JURISDICTION: This Agreement can be amended only by written consent of both parties. If any part of this Contract is declared by a court to be void or unenforceable, the remaining provisions will continue in full force and effect. This Agreement is governed by the laws of the State of Maine.

18. MUNICIPAL IMMUNITY. Notwithstanding anything to the contrary contained in this agreement, nothing herein shall constitute a waiver by the Town of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

In witness whereof, the parties or their duly authorized agents execute this Agreement on this _____ day of _____, 2022.

Trampas King, Town Manager

Witness

Ryan Wilks, Contractor

Witness

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022- 34

May 12, 2022

BE IT ORDERED, that the Dexter Town Council hereby authorizes the sale of tax acquired property per Section 2-197 of the Town Code of Ordinances:

OWNER'S NAME	Account #	LOCATION/ ACCOUNT	ACTION
Dorchester Holdings LLC	1121	6 Mechanic St.	Put out to bid before demolishing
Reposa, Devises of Daniel	1845	626 North Dexter Road	Error in acreage listed in original bid packet

Filed May 12, 2022
PETER HASKELL

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-35

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council, in accordance with the Dexter Town Code, hereby authorizes the sale of certain tax acquired property being more specifically described as Map 13, Lot 42 at 82 Main Street to _____ for the amount of \$ _____. Transfer Tax costs shall be the responsibility of the purchaser.

Filed May 12, 2022
DAVID PALMER

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-36

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council, in accordance with the Dexter Town Code, hereby authorizes the sale of certain tax acquired property being more specifically described as Map 20, Lot 02 at 456 Garland Road to _____ for the amount of \$ _____. Transfer Tax costs shall be the responsibility of the purchaser.

Filed May 12, 2022
ADAM BRIGGS

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-37

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council, in accordance with the Dexter Town Code, hereby authorizes the sale of certain tax acquired property being more specifically described as Map 10, Lot 09 at 7 Dustin Street to _____ for the amount of \$ _____. Transfer Tax costs shall be the responsibility of the purchaser.

Filed May 12, 2022
CHARLES ELLMS

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-38

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council, in accordance with the Dexter Town Code, hereby authorizes the sale of certain tax acquired property being more specifically described as Map 402, Lot 23-A at 6 Post Road to _____ for the amount of \$ _____. Transfer Tax costs shall be the responsibility of the purchaser.

Filed May 12, 2022

HEIDI KINNEY

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-39

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council, in accordance with the Dexter Town Code, hereby authorizes the sale of certain tax acquired property being more specifically described as Map 401, Lot 46-H at 51 Pullen Road to _____ for the amount of \$ _____. Transfer Tax costs shall be the responsibility of the purchaser.

Filed May 12, 2022
LEVI LADD

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-40

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council hereby approves the Victualer's License renewals as follows:

<u>NAME</u>	<u>BUSINESS</u>
A E ROBINSON	A E ROBINSON CONVENIENCE STORE
JOHN HERETAKIS	DEXTER HOUSE OF PIZZA
JOHN MCALLISTER, III	LAKESHORE RESTAURANT
MARK STEPHENS	THE BREWSTER INN
ZHEN YUN DONG	CHINA GARDENS
HANNAFORD BROS. CO., LLC	HANNAFORD SUPERMARKET #8442
COLLEEN BAILEY	DUNKIN DONUTS
RYAN WILKS	DEXTER MUNICIPAL GOLF COURSE
FRANK & MELISSA REYNOLDS	OUR "FAMB"ILY RESTAURANT
CORI CANTRELL	HEART OF MAINE NUTRITION
VINCENT SAWYER	TOOT'S DELICATESSEN
WHITE MOUNTAIN SUBS	SUBWAY
KEN & JANICE SPAULDING	DROOLING GOAT BBQ
SUHIT PATEL	DEXTER VARIETY
ANDREW COSTELLO	P & L MARKET
TAMMY DOW	OLD SOLES PUB
ETHAN WRIGHT	GATHERINGS 4 MAIN STREET

Filed May 12, 2022
PETER HASKELL

IN TOWN COUNCIL
DEXTER, MAINE

ORDER A2022-41

MAY 12, 2022

BE IT ORDERED, that the Dexter Town Council hereby approves the Innkeeper's License renewals as follows:

NAME	BUSINESS
MARK STEPHENS	THE BREWSTER INN
DAVID PALMER	TAYLOR EDES INN

Filed May 12, 2022
ADAM BRIGGS

IN TOWN COUNCIL
DEXTER, MAINE

PROPOSED ORDINANCE

MAY 12, 2022

BE IT ORDAINED, that the Dexter Town Council hereby amends the Dexter Town Code Article VII, Management of Town-Owned Property, Sec. 2-197. Property to be sold by adding the following:

(d) The town manager shall review all bids and make recommendations to the town council. The council shall determine the successful bidder at the council meeting subsequent to the bid opening date. *Any bidder owing delinquent taxes to the town of Dexter shall not have their bid considered.*

Filed May 12, 2022