



Town of Camden

Special Select Board Meeting December 8, 2014 - 6:30 PM Washington Street Conference Room

Select Board meetings are broadcast live on Time Warner Channel 22
and web streamed at www.townhallstreams.com/locations/camden-me

Agenda

A. Call to Order

B. New Business

1. Approval of a Warrant to hold a Special Town Meeting on Tuesday December 16, 2014 to consider a Wastewater Bond Issue in an amount not to exceed \$550,000 to fund upgrades to the Wastewater Treatment Plant and the Sea St and Mt. Battie pump stations
2. Authorize the Town Manager to enter into contract negotiations with North East Mobile Health Services to renew its contract to provide emergency medical and transport services

C. Citizen Comments (for items *not* on the agenda)

This time is set aside for members of the public to comment on any town-related issue that is not on the agenda. We ask that people keep comments within 3 minutes

Adjourn

Note: There will be a Select Board Workshop following the meeting

Topics:

- Town Manager's performance evaluation
- Goal Setting

**TOWN OF CAMDEN
WARRANT FOR SPECIAL TOWN MEETING
Tuesday, December 16, 2014**

County of Knox

To: Randy Gagne, Constable of the Town of Camden, Maine

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the Inhabitants of the Town of Camden, required by law to vote in town affairs, to meet at the Camden Town Office in the Washington Street Conference Room at 8 Washington Street in said Town on **Tuesday, December 16, 2014 at 6:30 p.m.** in the evening to vote on Articles 1 through 2 at which time the meeting will adjourn.

ARTICLE 1

To elect a moderator to preside at said meeting.

ARTICLE 2

Shall the Town: (1) Approve a Capital Improvement Project consisting of upgrades to the sewer treatment plant, including engineering and design fees, transaction costs and other expenses reasonably related thereto; (2) appropriate the sum of Five Hundred Fifty Thousand Dollars (\$550,000) to meet the costs of the Project; (3) authorize the Town Treasurer and Chair of the Select Board to issue general obligation securities of the Town in an aggregate principal amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) to fund this appropriation; and (4) delegate to the Treasurer and Chair the discretion to fix the date(s), maturity(ies), interest rates, call(s) for redemption, denomination(s), form(s) and other details of said securities, and including the execution, sale and delivery of said securities on behalf of the Town?

FINANCIAL STATEMENT

Total Town Indebtedness:

A. Outstanding balance of the Town's general obligation bonds:	\$2,483,808
B. Bonds authorized and unissued (Snow Bowl Project):	\$2,000,000
C. Amount of bonds to be issued if this Article passes:	<u>\$ 550,000</u>
Total:	\$5,033,808

Costs: At an estimated net interest rate of 3% for a twenty (20) year maturity, the estimated cost of this bond issue will be:

Principal:.....	\$550,000
Interest:.....	\$165,000
Total Debt Service:.....	\$715,000

Validity: The validity of the bonds and the voter's ratification of the bonds may not be affected by any errors in the above estimates, the ratification by the voters is nonetheless conclusive and the validity of the bonds is not affected by reason of the variance.

Note to Voters: The Town has a capital improvement plan to maintain the Town's facilities, infrastructure and equipment. The purpose of this bond is to upgrade the Sea Street and Mt. Battie Street pump stations and make improvements to the wastewater plant to improve their function and meet environmental standards. If this bond issue is approved, it would impact the tax rate by approximately 8 cents. For a home valued at \$250,000 that would add about \$20 to the total tax bill.

The Select Board gives notice that the Registrar of Voters will be in session at the Camden Town Office during regular business hours, 8:00 a.m. – 3:30 p.m., Monday through Friday, to correct any error or change a name or address on the voting list; to accept the registration of any person eligible to vote and accept new enrollments.

You must be registered to vote in Camden to vote in any election.

Given under our hands this 8th day of December 2014.

CAMDEN SELECT BOARD

Martin Cates, Chairperson

Donald White, Vice-Chairperson

John R. French, Jr.

James Heard

Leonard Lookner

A true attest: _____
Katrina Oakes, Town Clerk

RETURN

I certify that I have notified the Voters of Camden of the time and place of the Town of Camden Special Town Meeting to be held Tuesday, December 16, 2014 by posting an attested copy of the Warrant at the Camden Public Safety Building, Camden Town Office, Camden Public Library, and the Camden Post Office on _____, 2014.

Randy Gagne, Constable

TOWN OF CAMDEN
WARRANT FOR SPECIAL TOWN MEETING
Tuesday, February 25, 2014

County of Knox

To: Randy Gagne, Constable of the Town of Camden, Maine

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the Inhabitants of the Town of Camden, required by law to vote in town affairs, to meet at the Camden Town Office in the Washington Street Conference Room at 8 Washington Street in said Town on Tuesday, February 25, 2014 at 6:30 p.m. in the evening to vote on Articles 1 through 3 at which time the meeting will adjourn.

ARTICLE 1

To elect a moderator to preside at said meeting.

ARTICLE 2

Shall the voters of the Town of Camden amend the "Town of Camden Downtown Tax Increment Financing (TIF) District and Development Program" in accordance with the resolution approved by the Select Board on February 11, 2014 attached hereto, as presented to the Town Meeting?

Description: The proposed amendment to the Town of Camden Downtown Tax Increment Financing District ("the District") and Development Program proposes to:

- Change the name to Town of Camden Omnibus Downtown Tax Increment Financing District and Development Program
- Include certain parcels in Knox Mill area as shown on the District map;
- Extend the TIF from 20 years to 30 years as allowed in state law (Title 30-A, Chapter 206);
- Add projects identified in the Downtown Master Plan and Public Landing plans not already included in the Development Program as allowed uses of TIF funds; and
- Add Credit Enhancement Agreements as an allowed use of TIF funds provided a project meets the criteria contained in the approved Development Program.

Note: The full text of the Downtown Tax Increment Financing District and Development Program proposed amendment to be enacted by this article has been certified by the Chairperson of the Select Board. The Downtown Tax Increment Financing District and Development Program is available in the Town Clerk's office during regular business hours.

ARTICLE 3

Shall the Town vote to accept a sewer easement deed from Wayfarer Partners, LLC over and under certain property adjacent to the Sea Street right of way, substantially as described in a certain proposed draft deed dated August 15, 2013 so as to accomplish an upgrade of the Sea Street pump station Sea Street.

Description: Note: The Sea Street Pump Station is in need of an upgrade. The pump station is located at the northern end of the Wayfarer Marine property. The right of way that was granted to the Town when this pump station was first constructed in 1969 did not encompass the entire facility. The acquisition of this additional easement would rectify that.

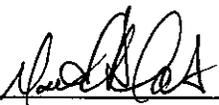
Note: The proposed sewer easement as depicted on a Survey Sketch prepared by Wright-Pierce dated August, 2013 and the proposed deed are available for review in the Town Office during regular business hours.

The Select Board gives notice that the Registrar of Voters will be in session at the Camden Town Office during regular business hours, 8:00 a.m. – 3:30 p.m., Monday through Friday, to correct any error or change a name or address on the voting list; to accept the registration of any person eligible to vote and accept new enrollments.

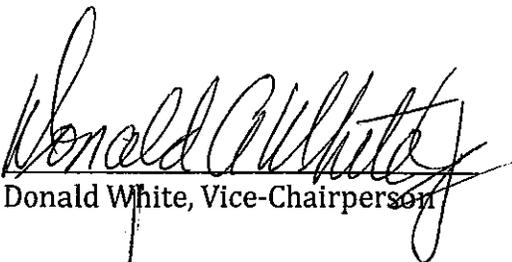
You must be registered to vote in Camden to vote in any election.

Given under our hands this 11th day of February 2014.

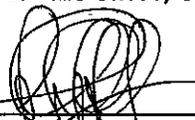
CAMDEN SELECT BOARD



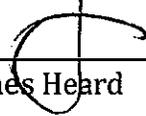
Martin Cates, Chairperson



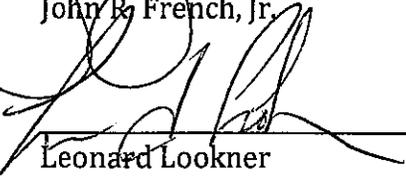
Donald White, Vice-Chairperson



John R. French, Jr.



James Heard



Leonard Lookner

A true attest: _____
Katrina Oakes, Town Clerk

RETURN

I certify that I have notified the Voters of Camden of the time and place of the Town of Camden Special Town Meeting to be held Tuesday, February 25, 2014 by posting an attested copy of the Warrant at the Camden Public Safety Building, Camden Town Office, Camden Public Library, and the Camden Post Office on 2/18, 2014.



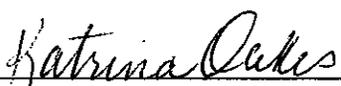
Randy Gagne, Constable

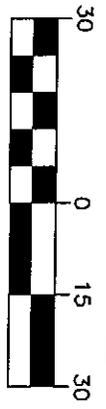
Article 3

February 25, 2014 Special Town Meeting

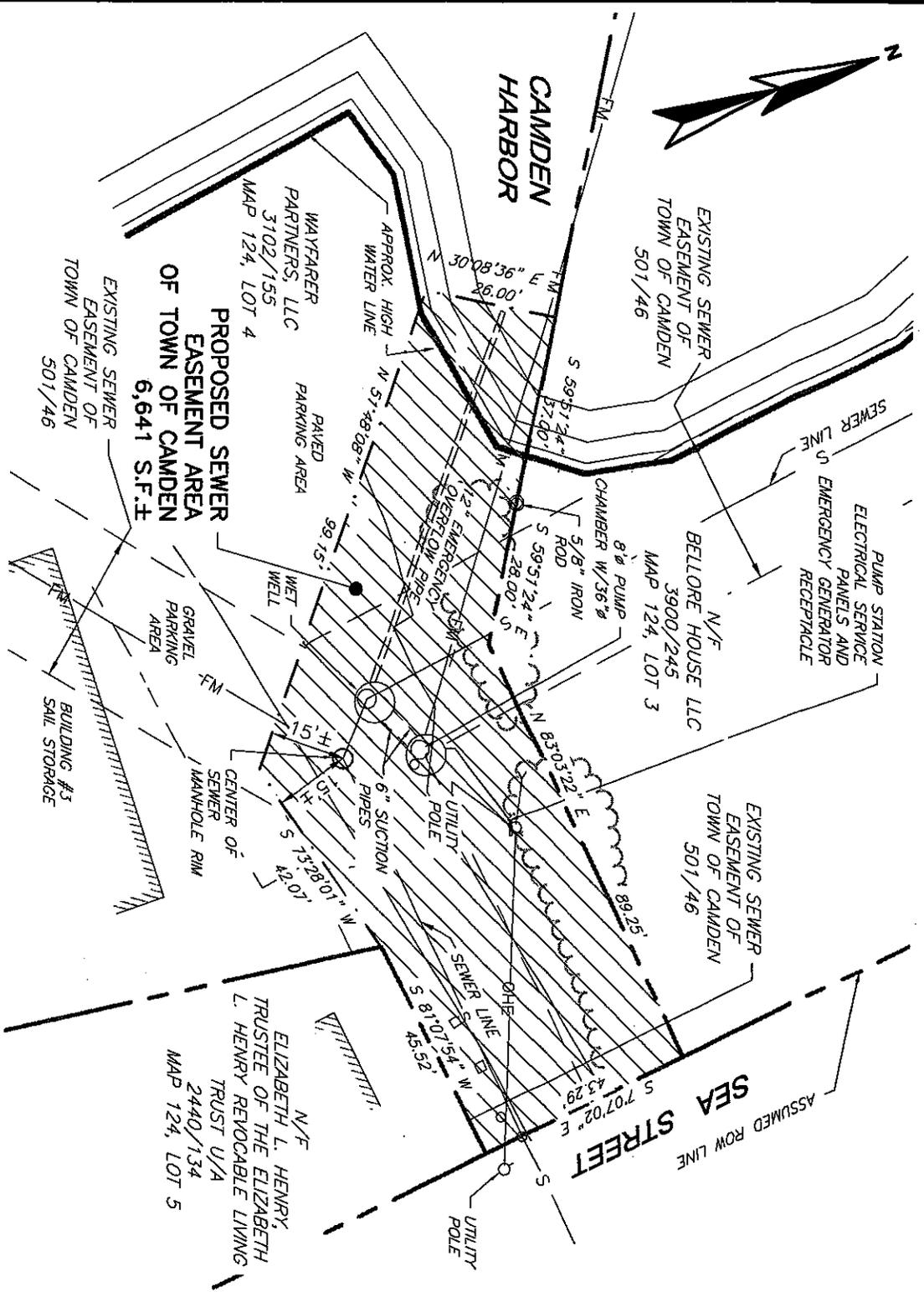
I, Martin Cates, Chairperson of the Camden Select Board, do hereby certify this copy of the proposed sewer easement as depicted on a Survey Sketch prepared by Wright-Pierce dated August 21, 2013 and the proposed deed for enactment at the February 25, 2014 Special Town Meeting..

 2-13-14
Martin Cates, Chairperson Date
Camden Select Board

A true copy, attest: 
Katrina Oakes, Camden Town Clerk



GRAPHIC SCALE



PROPOSED SEWER EASEMENT AREA OF TOWN OF CAMDEN
6,641 S.F.±

- NOTES:**
- BOUNDARIES OF WAYFARER PARTNERS, LLC SHOWN ALONG LAND OF BELLORE HOUSE LLC. SEA STREET AND THE NORTHERLY LINE OF LAND OF HENRY ARE BASED ON A PLAN ENTITLED "WAYFARER PARTNERS, LLC, MAGRO AGREEMENT, 27 SEA STREET, CAMDEN, KNOX COUNTY, MAINE", DATED FEB. 6, 2006, RECORDED IN KNOX COUNTY REGISTRY OF DEEDS IN BOOK 3576, PAGE 70, AND HAVE NOT BEEN VERIFIED BY WRIGHT-PIERCE.
 - EXISTING CONDITIONS SHOWN ARE BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY WRIGHT-PIERCE IN JULY OF 2012.

TOWN OF CAMDEN		NO.		REVISIONS		APP'D	
SEA STREET - CAMDEN HARBOR		1					
CAMDEN, MAINE		2					
PROJ NO: 12539A	DATE: AUGUST 2013	3					
						EASEMENT EXHIBIT TOWN OF CAMDEN & WAYFARER PARTNERS, LLC	
						FIGURE: E-1	

RECEIVED
MAR 11 2014

EASEMENT

Receipt # 71948 KNOX SS: RECEIVED



Instr # 2014-2074

ATTEST: Lisa J. Simmons, Knox County Registry of Deeds

map 124 lot 48-5
VOL 4779 PG 225

03/12/2014 09:34:39 AM

2 Pages

MISCELLANEOUS

KNOW ALL BY THESE PRESENTS:

That **WAYFARER PARTNERS, LLC**, a limited liability company organized under the laws of the State of Maine, having a mailing address of: 59 Sea St, Camden, ME 04843, hereinafter referred to as "GRANTOR", in consideration of One Dollar, (\$1.00) and other valuable consideration, paid by the **INHABITANTS OF THE TOWN OF CAMDEN**, with a mailing address of P.O. Box 1207, Camden, Maine, a body politic and municipal corporation organized and existing under the Laws of the State of Maine, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the GRANTEE, its successors and assigns forever, a permanent and perpetual EASEMENT for the purposes of constructing, installing, laying, re-laying, repairing, and maintaining, a sanitary sewer system consisting of sewer pipes, a sewer pump station, and sewer manholes together with all necessary fixtures and appurtenances necessary for the proper operation of said sanitary sewer system, which said sanitary sewer system and fixtures and appurtenances shall be and remain the property of GRANTEE, under, over and across the following described parcel of land of the GRANTOR situated on the westerly side of Sea Street and on the southeasterly side of Camden Harbor, in the Town of Camden, Knox County, State of Maine, hereinafter referred to as "SEWER EASEMENT AREA", said SEWER EASEMENT AREA being more particularly described as follows:

BEGINNING in the waters of Camden Harbor at a point on the southwesterly line of land now or formerly of Bellmore House LLC, reference deeds recorded in Knox County Registry of Deeds (KCRD) in Book 3900, Page 245 and in Book 3576, Page 70, ("3576/70") ("Bellmore House land"), said point being located between the high water line and low water line of Camden Harbor, said point also being N 59°51'24" W and 37.00 feet as measured along the southwesterly line of said Bellmore House land from a 5/8-inch iron rod, all as shown on the plan attached hereto entitled "Figure: E-1, Easement Exhibit, Town of Camden & Wayfarer Partners, LLC, Sea Street – Camden Harbor, Camden, Maine", dated August 2013, by Wright-Pierce ("Town of Camden plan");

Thence S 59°51'24" E feet along the southwesterly line of said Bellmore House land, a distance of 37.00 feet to said 5/8-inch iron rod;

Thence continuing S 59°51'24" E feet along the southwesterly line of said Bellmore House land, a distance of 28.00 feet;

Thence N 83°03'22" E feet along the southerly line of said Bellmore House land, a distance of 89.25 feet to the westerly right-of-way line of Sea Street;

Thence S 7°07'02" E feet along the westerly right-of-way line of Sea Street a distance of 43.29 feet to the northeasterly corner of land now or formerly of Elizabeth L. Henry, Trustee of the Elizabeth L. Henry Revocable Living Trust U/A, reference deed recorded in KCRD in 2440/134 ("Henry Trust land");

Thence S 81° 07' 54" W along the northerly line of said Henry Trust land, a distance of 45.52 feet to the northwesterly corner of said Henry Trust land;

Thence S 73° 28' 01" W, crossing land of the GRANTOR herein, reference deeds recorded in KCRD in 3576/70, 3102/155 and 1220/291 ("Wayfarer Partners land"), and passing 15 feet, more or less, southerly of the center of the rim of a sewer manhole located in the paved driveway of said GRANTOR, a distance of 42.07 feet;

Thence N 51° 48' 08" W, crossing said Wayfarer Partners land, and extending into the waters of Camden Harbor, a distance of 99.15 feet;

Thence N 30° 08' 36" E, crossing said Wayfarer Partners land, a distance of 26.00 feet, to the POINT OF BEGINNING, containing 6,641 square feet, more or less.

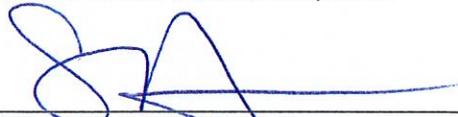
The parcel hereinabove described is shown as "PROPOSED SEWER EASEMENT AREA OF TOWN OF CAMDEN, 6,641 S.F.±" on said Town of Camden plan.

The hereinabove description of the SEWER EASEMENT AREA and the Town of Camden plan are based in part on a plan entitled "Wayfarer Partners, LLC, Magro Agreement, 27 Sea Street, Town of Camden, Knox County, State of Maine", dated February 6, 2006, recorded in Knox County Registry of Deeds in Book 3576, Page 70, and are not based on a current boundary survey.

Meaning and intending to convey a SEWER EASEMENT over a portion of land of the GRANTOR as described in a deed of Branta Foundation, dated October 17, 2003, recorded in Knox County Registry of Deeds (KCRD) in Book 3102, Page 155. Reference is also made to a Deed and Agreement by and between Wayfarer Marine Corporation and J. Tracy Kropp, dated October 9, 1987, recorded in KCRD in Book 1220, Page 291, and to Amendment One to Deed & Agreement by and between Wayfarer Marine Corporation and Benjamin Magro, dated February 9, 2006, recorded in KCRD in Book 3576, Page 70.

WITNESS my hand and seal this 4th day of March, 2014, in my said capacity.

WAYFARER PARTNERS, LLC



BY: Susan Howland
TITLE: Chief Executive Officer

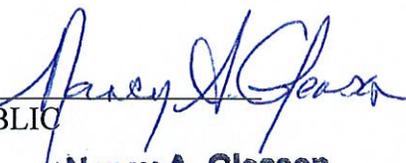
STATE OF MAINE
COUNTY OF KNOX

DATED: 3.4.14

Personally appeared the above Susan Howland in her capacity of Chief Executive Officer of Wayfarer Partners and acknowledged the foregoing instrument to be signed as his/her free act and deed.

SEAL

BEFORE ME:
NOTARY PUBLIC



PRINT NAME HERE Nancy A. Gleason
Notary Public
State of Maine

Commission Expires June 20, 2018

AGREEMENT
By and Between the
Town of Camden
and
North East Mobile Health Services
for
Emergency Medical Services

This Agreement made on this 26th day of June, 2013, by and between the Town of Camden, Maine, a municipal corporation organized and existing under the laws of Maine with a mailing address of 29 Elm Street PO Box 1207, Camden, Maine, located in, County of Knox, State of Maine (hereinafter known as the "Town") and North East Mobile Health Services, a Maine business corporation with headquarters with a mailing address of 24 Washington Avenue, Scarborough, Maine 04074 located in Scarborough, County of Cumberland, State of Maine (hereinafter known as "North East") with a base location in Rockport, Maine.

WHEREAS, by a written Request for Proposals dated March 22, 2013, the Towns of Camden, Hope, Lincolnville and Rockport solicited proposals for regional emergency medical and transport services (the "RFP"), which RFP is incorporated herein and made a part hereof by reference; and

WHEREAS, North East submitted a written proposal dated April 23, 2013 for regional emergency medical and transport services for the Towns of Camden, Hope, Lincolnville and Rockport ("North East's Proposal"), which Proposal is incorporated herein and made a part hereof by reference; and

WHEREAS, the Town now wishes to engage North East pursuant to the terms of the RFP, North East's Proposal and the terms of this Agreement to provide such emergency medical and transport services for the Town;

NOW, THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

1. TERM:

This Agreement shall be in force for the period of two (2) years, commencing at 12:01 a.m. on July 1, 2013 and ending on June 30, 2015, unless earlier terminated in accordance with Section 8, 9 or 11 of this Agreement. The Town may elect to renew this Agreement for an additional three (3) year term provided that (a) the parties agree on the Contract Price for such renewal term, and (b) the Town provides North East written notice of its election to renew at least one hundred and eighty (180) days prior to the expiration of the then current term.

2. SERVICE:

Commencing at 12:01 a.m. on July 1, 2013, North East agrees to provide Emergency Medical Services (EMS) at the Paramedic level on all emergency calls within the territorial limits of the Town whenever requested, for the entire term of the Agreement as further outlined in the Scope section of North East's Proposal, and to do so as reasonably required under prevailing

professional standards in the emergency medical services community in mid-coast Maine. North East shall coordinate with the Town's existing medical provider to provide a seamless transition of coverage for all calls for EMS. North East's Proposal is hereby incorporated by reference into this agreement as a part of this Agreement as if fully set forth; provided however, to the extent that there is any conflict between the Town's RFP and/or North East's Proposal and this Agreement, the terms of this Agreement shall control. Transportation will be to the hospital deemed most appropriate based on the needs of the patient and consistent with Maine EMS protocols. Whenever practical and reasonable to do so, the patient's choice of hospitals will be honored.

Response times are an important component of EMS system performance, and it is the parties' goal to implement response time and patient service guidelines that can assist North East, the Town and its residents in evaluating the performance of their overall EMS system. North East will work with the Town through an EMS Performance Committee comprised of representatives of each of the four towns in the response area. The EMS Performance Committee will meet at least quarterly to review performance standards including the average monthly response times, type and number of calls, patient feedback and satisfaction, quality improvement programs, and any other patient service topics for the prior quarter and to discuss any areas for improvement.

3. MUTUAL AID:

North East shall seek whatever mutual aid from outside sources as may be necessary to ensure North East's ability to provide EMS at all times. Notwithstanding the provisions contained in Section 2, North East cannot guarantee that all emergency responses by neighboring EMS services providing mutual aid will be at the Paramedic level.

4. INDEMNIFICATION AND INSURANCE; INDEPENDENT CONTRACTOR:

North East shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work or by intentional misconduct of North East, its officers, agents or employees under this Agreement. This hold harmless and indemnity agreement shall survive expiration or termination of this Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

North East shall keep in effect at all times commercial general liability insurance and automotive liability insurance, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time; workers compensation liability insurance (including occupational disease provisions for all employees) in the statutory amount, as amended from time to time; and EMT and paramedic professional liability insurance coverage in an amount no less than \$2,000,000 per occurrence and in the aggregate. All such insurance policies shall name the Town, its officers, agents and employees, as additional insureds, except that for purpose of worker's compensation insurance, North East instead may provide a written waiver of subrogation rights against the Town. North East, prior to commencement of work under this Agreement, shall deliver to the Town certificates evidencing such insurance

coverages, which certificates shall state that North East must provide written notice to the 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. Replacement certificates shall be delivered to the Town prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. North East shall not commence work under this Agreement until it has obtained all insurance coverages required under this section and such insurance certificates have been approved by the Town. If at any time insurance coverage for North East as required herein is suspended or terminated, North East shall immediately notify the Town, and North East shall immediately request mutual aid, which must be approved by the Town, and North East shall pay any cost incurred by the Town for said mutual aid. If insurance coverage for North East is not reinstated with 48 hours, the Town may immediately terminate this Agreement in its sole discretion.

North East and its employees and agents, during the performance of this Agreement, act as an independent contractor in all respects and not as officers or employees of the Town. North East and its employees and agents, during the performance of this Agreement, shall not hold themselves out as employees of the Town. Any personnel needed to fulfill the obligations of this Agreement shall be employed by North East, who shall be solely responsible for complying with applicable state and federal laws, including, but not limited to, worker's compensation and minimum wage. As an independent contractor, North East is also responsible for maintaining its equipment in a safe, operable and legal condition.

5. COOPERATION:

Upon request, the Town agrees to provide North East prompt and adequate on scene assistance through its Fire Department, and Police Department if it maintains one, for any call under this Agreement as agreed upon by the Chiefs of those Town services. At such time, North East shall be responsible for the control and direction of its employees, and the Town shall be responsible for the control and direction of its employees and members. It is further understood that North East, upon arrival at the scene of an emergency call, shall assume primary responsibility for patient care and Town personnel will follow the direction of North East personnel with respect to patient care. North East shall work cooperatively with all responding entities to provide the best patient care.

6. SUPPORT; REPORTING:

North East agrees to make EMS related training available to the employees and volunteers of Town public safety departments on a quarterly basis if so requested.

North East shall submit quarterly EMS performance reports to the Town, through the Town's EMS Performance Committee representative(s), beginning in the fourth calendar month after the commencement date of this Agreement, which shall provide information, including, but not limited to the following for the prior three calendar months: number of total EMS calls within the Town, number of EMS calls responded to by North East, response times, level of care provided, and training activities. Upon request, North East will provide an update to the Town at a Select Board meeting. North East shall submit an annual report to the Town for inclusion in its Annual Town Report.

7. SERVICE FEE:

A reasonable fee consistent with industry standards for EMS rendered will be billed to the patient or such other person as may be responsible for the patient. North East agrees to bill the patient's Third Party Payor, if any, including Medicare, MaineCare, private insurance carrier or any other Payor. The Town shall not be responsible for any payment or collection of a patient's bill.

8. AMENDMENTS:

Any amendments to the Agreement must be in writing and signed by the parties with the same formalities as this Agreement.

Should government or private insurance company circumstances change during the contract period, North East reserves the right to seek an amendment to this Agreement. No such amendment shall become effective unless agreed to by both parties. If the Town is unwilling or unable to agree to any such proposed amendment, either party has the right to cancel this Agreement upon ninety (90) days advance written notice to the other party.

9. PERFORMANCE; TERMINATION:

The Town shall notify North East in writing of any failure to meet performance standards and be given 30 days from the date of the Notice to cure the performance deficiency.

This Agreement may be terminated for non-performance by either party upon one hundred and eighty (180) days advance written notice to the other party.

Non-performance by North East shall include any material breach of this Agreement; failure by North East to achieve performance standards including; failure to maintain State-required licenses and certifications; failure to comply with clinical performance standards; failure to reliably meet response-time specifications; or failure to meet other agreed upon performance standards in a manner satisfactory to the EMS Performance Committee, when so recommended by the Town's EMS Performance Committee representative(s) and approved by the Select Board.

10. REPRESENTATIVES:

The Town shall at all times under this Agreement act through its Select Board or appointed Town Manager, and North East shall at all times act through its Chief/CEO or Deputy Chief or other officer identified to the Town by North East as having sufficient authority.

11. CONTRACT PRICE:

North East will charge the Town a \$10,000 fee for services per year under this Agreement, payable in quarterly installments of \$2,500 on or before July 30, October 30, January 30 and April 30.

Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the Contract Price is payable by the Town from appropriation by Town Meeting each year. In the event an insufficient amount to fund North East under this Agreement for any contract year is appropriated at Town Meeting, this Agreement may be terminated by the Select Board without further obligation of the Town. In such event, the Select Board shall certify to North East that sufficient funds have not been made available to the Town to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

12. SEVERABILITY:

In the event that any portion of this Agreement is judicially determined to be void or unenforceable, the remainder of the Agreement shall continue to be in full force and effect.

13. ASSIGNMENT:

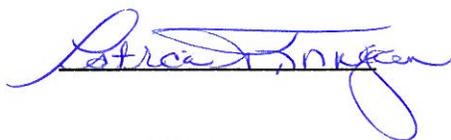
Neither party shall assign this Agreement or sublet it as a whole or in part without the prior written consent of the other party.

14. INTEGRATION AND JURISDICTION:

The terms of this Agreement, and the documents expressly incorporated herein by reference, are the sole terms and conditions of the Agreement; no other oral or written promises have been made or have been relied upon by the parties. The laws of the State of Maine shall govern this Agreement. Venue shall be the Knox county Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first stated above.

Witness:



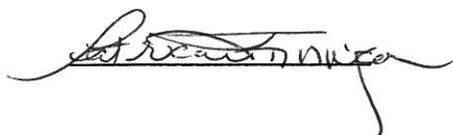
TOWN OF CAMDEN:

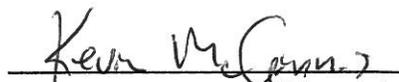






NORTH EAST MOBILE HEALTH SERVICES





Kevin McGinnis, Chief/CEO, duly authorized