

**PARTNERSHIP AGREEMENT FOR MAYO MILL DAM SITE IN TOWN OF DOVER-
FOXCROFT, MAINE**

THIS PARTNERSHIP AGREEMENT (“Agreement”) is made as of this 12 day of September 2022 (“Effective Date”) by and between the Atlantic Salmon Federation (ASF), a Maine Non-Profit public benefit corporation pursuant to the Maine Nonprofit Corporation Act, Title 13-B M.R.S. §§ 101 *et seq.*, with a mailing address of 14 Maine Street, Suite 202, Brunswick, ME, 04011 (“ASF”) and the Town of Dover-Foxcroft (“OWNER”) with a mailing address of 48 Morton Avenue, Suite A, Dover-Foxcroft, ME 04426 who is the owner of the Mayo Mill Dam along the Piscataquis River and adjacent property (the “Property”).

With this Agreement, the OWNER commits to partnership and engages ASF to perform professional services for a Project known and described as the ‘Revitalizing the Mayo Mill Dam and Appurtenant Facilities’ hereinafter called the "Project".

WHEREAS, ASF has requested access to the Property and cooperation with the OWNER to complete a community-based feasibility and alternatives assessment for fish passage compliance, historic resources, public access, and site improvements according to details described in this agreement and to perform such other services and tasks related to assessing the Property (collectively, the “Work”). The Work shall be performed in accordance with the Scope of Work as prepared and further identified in Exhibit A, attached hereto, and incorporated herein by.

WHEREAS, at an interview on August 24, 2022, the members of the Promotion and Development Committee of the Town of Dover-Foxcroft recommended that the ASF’s and The Nature Conservancy’s proposal to complete a community-based feasibility and alternatives assessment be accepted by the Dover-Foxcroft Select Board.

WHEREAS, on September 12, 2022, the Selectboard of the Town of Dover-Foxcroft voted to accept ASF’s and The Nature Conservancy’s proposal to complete a community-based feasibility and alternatives assessment. The contracted services, which ASF will manage and fund, including engineering, project management, including a lead project representative for the town, and technical analysis. Costs are estimated at \$328,332.

WHEREAS, ASF and The Nature Conservancy (TNC) work in close partnership on projects within the greater Penobscot River watershed and TNC will serve as a key partner on this project as outlined in their joint proposal submitted to the Town of Dover-Foxcroft.

WHEREAS, the OWNER has agreed to cooperate with ASF and their project partners including The Nature Conservancy.

WHEREAS, the OWNER has agreed to grant access to the Property to ASF, and to its contractors, subcontractors and agents as required for performance of the Work on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the terms, conditions and agreements contained in this Agreement, the parties agree as follows:

1. **Access:**

(a) ASF has requested access to the Property to complete a feasibility and alternatives assessment for fish passage compliance, historic resources, public access, and site improvements according to details described in this agreement and to perform such other services and work related to assessing the Property. The OWNER hereby grants to ASF, its employees, agents, representatives, contractors, subcontractors, and project partners (including TNC) the right to access and enter onto the Property for the purpose of the performance of the Work on the Property between September 15, 2022, and December 30, 2024, at such daytime hours that are allowed under local, state, and federal ordinances and laws. ASF will notify the OWNER no less than seven days prior to commencement of work each year.

2. **ASF's Responsibilities in performance of the Work:**

(a) ASF has agreed to undertake, in its capacity as an independent contractor, the Work in accordance with the terms and conditions of this Agreement. ASF shall comply with and shall cause its contractors and subcontractors to comply with, and shall give all notices, perform all inspections, and obtain all approvals required by any and all applicable federal, state and local laws, statutes, rules, regulations, ordinances or otherwise, including, without limitation, environmental, health and safety laws, statutes, rules, regulations, ordinances or otherwise applicable to the Property and/or the Work ("Codes").

(b) ASF acknowledges that it shall be responsible, through the retention of qualified engineers, consultants, and/or partners who shall be under contract with ASF, for the assessment, design, and engineering relating to the Work. The Work shall be performed in accordance with the Scope of Work as prepared and further identified in Exhibit A, attached hereto, and incorporated herein by. The Scope of Work in Exhibit A will be considered approved by the OWNER with the signing of this agreement.

(c) ASF shall restore, at its sole expense, the portions of the Property damaged or disturbed during performance of the Work, to a condition as close as practicable to its condition immediately prior to the performance of the Work.

(d) ASF shall be solely responsible to the OWNER to ensure safety of, and shall provide all protection required to prevent damage, injury or loss to: (1) employees of ASF, its contractors and subcontractors on the Property; (2) the materials and equipment to be incorporated or used in connection with the Work, whether in storage on or off the Property or under care, custody or control of any contractor or any subcontractor; and (3) the Work, and all other property on the Property or adjacent thereto. ASF hereby assumes responsibility for the safety of its employees and those of its contractors and subcontractors and hereby fully releases and waives any claims against the OWNER resulting from any operations or activity concerning the Work.

3. **OWNER's Responsibilities in performance of the Work:**

(a) The OWNER has agreed to cooperate and support the development, progression, and completion of the Project and the Work in accordance with the terms and conditions of this Agreement.

(b) The OWNER has agreed to assist ASF and The Nature Conservancy to complete the PROJECT including but not limited to provide input, provide grant support letters, contact stakeholders, coordinate meetings logistics, and relevant tasks. The OWNER will designate a point of contact to participate in project coordination. ASF and its partners have agreed to evaluate the capacity needs of the OWNER to provide this assistance in accordance with the Scope of Work as prepared and further identified in Exhibit A.

(c) The OWNER has agreed to supply all previously completed technical data and ongoing plan documents related to the dam, impoundment, and adjacent facilities and property.

(d) The OWNER has agreed to assist to be an intermediary as needed if access to private property is required during the completion of the Work.

(e) The OWNER has agreed to assist ASF with the compliance requirements submissions to the Federal Energy Regulatory Commission (FERC). The OWNER responsibility will primarily consist of the review and submittal of documents to FERC prepared by ASF.

4. **Term:**

(a) The Work is anticipated to begin on the Effective Date contingent on OWNER final approval and subsequent timing of ASF executing a contract with an engineering firm. The 'Detailed Screening of Project Alternatives draft report' deliverable of the 'Feasibility and Alternatives Analysis', as identified in the Scope of Work prepared and further identified in Exhibit A, is expected to be completed by September 30, 2023 to allow for the facilitation of the 'Selection of the Locally Preferred Project Alternative', as identified in the Scope of Work prepared and further identified in Exhibit A, and a subsequent 'Final Study Report' by December 30, 2023.

(b) In no event shall the term of this Agreement extend beyond December 30, 2024, without the express written consent of ASF and the OWNER, which consent shall not be unreasonably withheld, considering unforeseeable circumstances.

5. **Termination:**

(a) This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until Work is complete, or December 30, 2024, whichever occurs first.

(b) The OWNER, at its sole discretion, may terminate this Agreement for convenience, upon thirty (30) days written notice delivered to ASF personally or by Notice.

(c) ASF has completed forty-two similar projects in the State of Maine over the past two decades and will make every effort to secure the needed public and private funds required to complete the Work and has already expended time and funding leading up to this Agreement. In

the event ASF is not able to secure the necessary funding required to complete the Work despite all good faith efforts to do so, it may terminate this agreement with 60 (sixty) days' notice.

(d) **Notices:** All notices shall be sent in writing by certified mail, return receipt requested, or by Federal Express or similar next day courier service. Notices shall be addressed to the persons set forth below ("Notice"). In the event there is a change regarding the contact persons for notices below, each party shall notify in writing notice of the new contact person in the manner set forth herein.

Atlantic Salmon Federation:

Atlantic Salmon Federation
14 Maine Street, Suite 202
Brunswick, ME, 04011
Attention: John Burrows

Town of Dover-Foxcroft:

48 Morton Avenue, Suite A
Dover-Foxcroft, Maine 04426
Attention: Jack Clukey

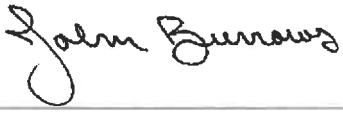
6. **Entire Agreement and Amendments:** This Agreement constitutes the entire agreement between ASF and the OWNER regarding the subject matter hereof. This Agreement may not be amended unless the amendment is in writing and signed by both ASF and the OWNER.

EXHIBIT A

ASF shall cause all Work to be performed in partnership with The Nature Conservancy Maine, in accordance with the details in the following document entitled “Revitalizing the Mayo Mill Dam and Appurtenant Facilities” originally dated June 27, 2022, and revised September 9, 2022.

In Witness Whereof, the parties have executed this Agreement with their respective signatures.

Atlantic Salmon Federation

By:  Date: September 9, 2022

John R.J. Burrows, Executive Director of U.S. Operations

Town of Dover-Foxcroft Select Board

Elwood E. Edgerly, Chair Date: _____

Cindy Freeman Cyr, Vice Chair Date: _____

Jane Conroy Date: _____

Stephen Grammont Date: _____

Barry Hutchins Date: _____

Thomas Lizotte Date: _____

Michael S. Sutton Date: _____

AMENDMENT TO PARTNERSHIP AGREEMENT FOR MAY MILL DAM SITE IN TOWN OF DOVER-FOXCROFT, MAINE

THIS AMENDMENT is entered into as of this 19th day of October, 2022, by and between the Atlantic Salmon Federation (ASF), a Maine Non-Profit public benefit corporation pursuant to the Maine Nonprofit Corporation Act, Title 13-B M.R.S. §§ 101 *et seq*, with a mailing address of 14 Maine Street, Suite 202, Brunswick, ME, 04011 (“ASF”) and the Town of Dover-Foxcroft, a Maine municipality with a mailing address of 48 Morton Avenue, Suite A, Dover-Foxcroft, ME 04426 (“OWNER”), who is the owner of the Mayo Mill Dam along the Piscataquis River and adjacent property (the “Property”). The parties agree that the Partnership Agreement between the parties dated September 12, 2022 is amended as follows:

A. Subsections (e) and (f) are added to Section 2 to include the following:

(e) ASF further agrees to indemnify, protect, defend, and hold the Owner harmless from and against all liabilities, injuries, claims, losses, or damages to persons or property occurring or arising on or about the Property which arise from any right or responsibility granted to or assumed by ASF in this Agreement, including all claims by or on behalf of ASF or ASF’s employees, agents, contractors, subcontractors, guests, customers and invitees, or any of their respective estates arising out of injuries sustained on the Property.

(f) ASF shall maintain in full force during the Term of this Agreement the following policies of insurance: (1) comprehensive general liability insurance covering the Property against claims for personal injury and damage to property with a minimum limit of One Million Dollars (\$1,000,000.00) single limit per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate as applicable for bodily injury, personal injury, or property damage; and (2) workers’ compensation or similar insurance to the extent required by law. Each such policy shall name the OWNER as an additional insured and be noncancellable with respect to the OWNER without 10 days written notice to the OWNER. ASF will provide OWNER a certificate of insurance evidencing such coverage. This provision shall not be deemed a waiver by OWNER of any defenses, immunities or limitations of liability or damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law.

B. Subsections (f), (g), and (h) are added to Section 3 to include the following:

(f) The OWNER shall not be responsible for or liable for injury or damage to any person or property occurring on the Property attributable to the Work being performed on the Property.

(g) Nothing in this Agreement shall be deemed to waive, impair, modify, or preclude enforcement of any otherwise applicable permit requirements, municipal ordinances, or other measures enacted or adopted by the Town of Dover-Foxcroft in its governmental capacity. This Agreement and any consents given by the Town of Dover-Foxcroft shall not constitute approval of any license or permit that may be required under the Town of Dover Foxcroft’s municipal ordinances or Maine law for the Property.

(h) OWNER expressly reserves all immunity and discretionary rights, defenses, and protections as provided by Maine law, including, but not limited to, the Maine Tort Claims Act, 14 MRSA §8101 et seq., as may be amended or replaced, or other provisions of law. Nothing in this Agreement shall be deemed to waive, impair, or modify any immunity from suit or judgment, including statutory limitations on damages that may exist with respect to OWNER or OWNER's municipal officers under the Maine Tort Claims Act. Nothing in this Agreement shall be deemed to require OWNER to defend or indemnify ASF, its successors and assigns, for the amount of any claim or judgment in excess of the limits of OWNER's liability under said Maine Tort Claims Act, or the coverage limits of applicable policies of liability insurance procured by OWNER, whichever amount is higher.

In all other respects the provisions of the Partnership Agreement remain unchanged and in full force and effect. This instrument may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall constitute but one and the same agreement. For the purposes of this instrument, a facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their names and sealed by its undersigned representative as of the date set forth above.

Atlantic Salmon Federation

By:  Date: 10/19/2022


Name: John R.J. Burrows

Title: Executive Director of U.S. Operations


Town of Dover-Foxcroft Select Board

 Date: 10/24/22
Elwood E. Edgerly, Chair

 Date: 10/24/22
Cindy Freeman Cyr, Vice Chair

 Date: 10/24/22

Jane Conroy


Stephen Grammont

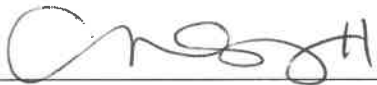
Date: 10/24/22

~~B. Hutchins~~
Barry Hutchins

Date: 10/24/22

Thomas Lizotte

Date: _____


Michael S. Sutton

Date: 10/24/22