

TENTATIVE AGENDA  
REGULAR TOWN COUNCIL MEETING  
TOWN COUNCIL CHAMBERS  
THURSDAY, OCTOBER 27, 2016  
4:30 P.M.

**‘This is a fragrance free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.’**

1. Call to Order
2. Roll Call.
3. Adjustments to the Agenda
4. Approval of Minutes of the October 13, 2016 Regular Town Council Meeting and the October 20, 2016 Special Town Council Meeting
5. Special Presentation: Susan D’Alessandro – Santa House
6. Town Manager’s Report

**OLD BUSINESS**

**NEW BUSINESS**

7. ORDER #235-2016 Execution of the Warrant for October 20, 2016
8. ORDER #236-2016 Execution of the Warrant for October 27, 2016
9. ORDER #237-2016 Write-off of Uncollectable Cemetery Monies
10. ORDER #238-2016 Approval of an Appointment to the Recreation Commission (Robin Stevens)
11. ORDER #239-2016 Abatement of Sewer Fees (55 Water Street)
12. ORDER #240-2016 Parking Lot Lease Renewal (Two Ducks on an Island)
13. ORDER #241-2016 Revision of Order #71-2016 (Gregware/403 Katahdin Ave)
14. Reports and Communications:
  - a. Warrant Committee for the November 14, 2016 Council Meeting will be Councilor Dumais and Councilor Madore
  - b. Chair’s report back on appointed sub-committees
15. Adjournment

October 13, 2016

The Regular meeting of the Millinocket Town Council was brought to order by Chair Angotti in Council Chambers at 4:30 P.M.

**Roll Call:**

**Town Council Members Present:**

Angotti (Chair)	Pelletier
Dumais	Pray
Madore	Stratton

Also Present: Town Manager John Davis, Town Clerk Roxanne Johnson, Public Works Director Ralph Soucier, and 24 citizens.

Adjustments to the Agenda: Items added to the Manager's Report.

Approval of the minutes of the September 13, 2016 Special Meeting, September 22, 2016 Regular Meeting, and the October 6, 2016 Special Meeting.

Motion – Stratton                      Second – Dumais                      Vote 6-0

Special Presentations: a. Presentation on the Library by Bob Peterson giving an outline of the options that they would like to see take place.

b. Presentation by designLab unveiling the new logo and tagline for the marketing strategy for the Town of Millinocket.

**Town Manager's Report:**

\*The Public Works Director has informed Emera about the street lights that need repairing in Town.

\*Two Ducks on an Island wants to raise the parking lot use fee from \$50.00 to \$75.00.

\*There is going to be a fund raising campaign to benefit the recreation department by Mindy Littlefield.

\*Absentee ballots are available at the Town Clerk's Office until 4:00 p.m. on Thursday November 3<sup>rd</sup>.

\*November 9<sup>th</sup> will be the day this year celebrated at Stearns High School.

\*Smith Brook Interceptor Project is doing well and almost completed.

\*There has been repair work being done on a storm drain on Central Street this week.

**Old Business**

ORDINANCE #2-2016 - 2<sup>nd</sup> Reading - PROVIDING FOR: Amendment to Chapter 75, General Assistance, Code of the Town of Millinocket in Compliance with Title 22 M.R.S.A. §4305(4)

BE IT ORDAINED by the Town Council of Millinocket in Town Council assembled that the Millinocket Code, Chapter 75, Appendices A - D be amended per the attached appendix.

IT IS FURTHER ORDERED that this ordinance take effect 30 days after enactment.

Motion – Madore                      Second – Pray                      Vote 6-0

**New Business**

ORDER #218-2016 PROVIDING FOR: Execution of the Warrant for September 29, 2016

IT IS ORDERED that the Warrant for September 29, 2016 in the amount of \$173,453.12 is hereby approved.

Motion – Stratton                      Second – Madore                      Vote 6-0

ORDER #219-2016 PROVIDING FOR: Execution of the Warrant for October 6, 2016

IT IS ORDERED that the Warrant for October 6, 2016 in the amount of \$349,585.20 is hereby approved.

Motion – Pelletier                      Second – Madore                      Vote 6-0

ORDER #220-2016 PROVIDING FOR: Execution of the Warrant for October 13, 2016

IT IS ORDERED that the Warrant for October 13, 2016 in the amount of \$61,844.77 is hereby approved.

Motion – Pelletier                      Second – Madore                      Vote 6-0

ORDER #221-201 PROVIDING FOR: Approval of an Application for a Malt, Spirituous and Vinous Liquor License  
Hang Wong Chinese Restaurant  
IT IS ORDERED that the attached application for a malt, spirituous and vinous liquor license is hereby approved for:  
Hang Hong Yang Corp, 973 Central Street  
d/b/a  
Hang Wong Chinese Restaurant, 973 Central Street  
Motion – Pray                      Second – Dumais                      Vote 6-0

ORDER #222-2016 PROVIDING FOR: Approval of an Application for an Entertainment License for Yang  
Deng Xiu  
IT IS ORDERED that the attached application for an Entertainment License is hereby approved for:  
Yang Deng Xiu, 973 Central Street  
d/b/a  
Hang Wong Chinese Restaurant, 973 Central Street  
Motion – Madore                      Second – Dumais                      Vote 6-0

ORDER #223-2016 PROVIDING FOR: Appointment to the Planning Board  
IT IS ORDERED that Albert Berube is appointed to serve as a member of the Planning Board for a term of  
five years to October 2021.  
Motion – Stratton                      Second – Dumais                      Vote 6-0

ORDER #224-2016 PROVIDING FOR: Date, Time, Place, Warden for the November 8, 2016 General  
Referendum Election  
IT IS ORDERED that the General Referendum Election will be held on Tuesday, November 8, 2016 from  
8:00 a.m. to 8:00 p.m. at the Stearns High School Gymnasium.; and  
IT IS FURTHER ORDERED that Diana Campbell shall be Warden of said election  
Motion – Dumais                      Second – Madore                      Vote 6-0

ORDER #225-2016 PROVIDING FOR: Processing Absentee Ballots for the November 8, 2016 General  
Referendum Election  
WHEREAS, Title 21-A MRSA Section 759.7 allows the Election Warden to process absentee ballots while  
the polls are open; and  
WHEREAS, processing such ballots will assist the Election Clerks and result in an expedited process after the  
polls are closed; and  
WHEREAS, expediting the process after the polls are closed will result in some savings to the Town of  
Millinocket;  
NOW THEREFORE IT IS ORDERED that the Election Warden is authorized to process absentee ballots at  
10:00 A.M., 2:00 P.M., 4:00 P.M., 6:00 P.M. and 8:00 P.M. during the General Referendum Election on  
November 8, 2016.  
Motion – Pelletier                      Second – Dumais                      Vote 6-0

ORDER #226-2016 PROVIDING FOR: Office Hours of the Registrar for the November 8, 2016 General  
Referendum Election  
WHEREAS, Title 21-A MRSA Section 122(6) specifies the process that the Registrar must follow in  
registering voters; and  
WHEREAS, The Town Clerk also serves as Registrar; and  
WHEREAS, the Town Clerk has regular hours on four business days before election day to register voters;  
and  
WHEREAS, being open evening hours as required by law to receive voter registrations will be an added cost  
to the municipality;

NOW THEREFORE IT IS ORDERED that it is not necessary that the Registrar be open to accept voter registrations for two hours in the evening between 5 P.M. and 9 P.M. on at least three days before election day.

Motion – Pray

Second – Dumais

Vote 6-0

ORDER #227-2016 (Revision of Order #208-2016) PROVIDING FOR: Authorization for the Town Manager to complete the successful bid for sale of tax acquired property.

IT IS ORDERED the Town Manager is authorized to execute and file all the necessary paperwork, including signing a municipal release deed to complete the sale of the tax acquired property referenced below.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer is authorized to abate all remaining taxes, sewer fees, and other expenses on the following property:

<u>Address</u>	<u>Map and Lot</u>	<u>Delinquent Taxpayer</u>	<u>Amount Owed</u>
26 Knox Street	U04/220	Terri Parker	\$5,357.10

The bidder is duly informed that real estate taxes will be assessed for FY 2017 which will be due in September of 2016 and January of 2017.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

NOTE: Two bids were received on this property:

<u>Name</u>	<u>Amount Bid</u>
Greg and Heather Vigue	\$7,557.00
Seth D. Sargent	\$6,000.00

The bid was awarded Greg and Heather Vigue for \$7,557.00.

Motion – Madore

Second – Stratton

Vote 6-0

ORDER #228-2016 (Revision of Order #207-2016) PROVIDING FOR: Authorization for the Town Manager to complete the successful bid for sale of tax acquired property.

IT IS ORDERED that the Town Manager is authorized to execute and file all necessary paperwork, including signing a municipal release deed to complete the sale of the tax acquired property referenced below.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer is authorized to abate all remaining taxes, sewer fees, and other expenses on the following property:

<u>Address</u>	<u>Map and Lot</u>	<u>Delinquent Taxpayer</u>	<u>Amount Owed</u>
60 Kelly Lane	U01/011	Residential Property Resources	\$5,632.83

The bidder is duly informed that real estate taxes will be assessed for FY 2017 which will be due in September of 2016 and January of 2017.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

NOTE: Two bids were received on this property:

<u>Name</u>	<u>Amount bid</u>
Constance M. Preo	\$5,900.00
Agnes York/Tracy Ross	\$6,100.00

NOTE: The property was awarded to the Agnes York and Tracy Ross for the bid of \$6,100.00. This order shall be retroactive to the passing of said Order #207-2016 passed on 9/8/2016.

Motion – Stratton

Second – Dumais

Vote 6-0

ORDER #229-2016 PROVIDING FOR: Authorization for the Millinocket Columbus Association to form a bottle club. IT IS ORDERED that the Millinocket Town Council authorizes the organization of a bottle club for the Millinocket Columbus Association located at 27 Highland Avenue, Millinocket, Maine.

NOTE: St. Andrew's Episcopal Church, located in close proximity, made a motion not to object to signing a waiver for the establishment of the bottle club (see attached memo).

Motion – Pelletier

Second – Madore

Vote 6-0

ORDER #230-2016 PROVIDING FOR: Authorization to expend \$3,000 to be added to the generator replacement at the Pines Lift Station.

IT IS ORDERED that the Millinocket Town Council authorize the expenditure of \$3,000 to cover the cost of the mandatory louvre installation due to the cooling system upgrade at the Pines Lift Station. This is required for the openings in the walls of the building.

Motion – Pray

Second – Madore

Vote 6-0

ORDER #231-2016 PROVIDING FOR: Authorization to transfer \$9,000 from the Capital Improvement Account (1300-9504) to the Maintenance Repairs Account (0408-2033).

IT IS ORDERED that the Millinocket Town Council authorizes the transfer of \$9,000 from the Capital Improvement Account (1300-9504) to the Public Works Maintenance Repairs Account (0408-2033) in order to do the necessary repairs to the Bucket Truck.

NOTE: Twenty thousand dollars was appropriated in the budget to replace the Public Works snow blower attachment. The attachment was purchased for \$11,000 leaving a balance of \$9,000. We would like to transfer the balance to the Public Works Maintenance Repairs Account to repair the Bucket Truck.

Two offers were received:

Steve's Auto Body \$4,616.00

Pete's Auto Body & Sales \$3,957.50

The bid was awarded to \_\_\_\_\_

Motion – Madore Second – Stratton

Vote 6-0

Motion to accept Steve's Auto Body at \$4,616.00 – Madore

Second – Stratton

Vote 6-0

ORDER #232-2016 PROVIDING FOR: Municipal Release Deed (Fauteck).

IT IS ORDERED that the Town Manager be authorized to execute and file all the necessary paperwork, including signing a release deed, to complete the repurchase of a home by Samuel Fauteck, 96 Aroostook Avenue, Millinocket, Maine, as shown on Map U05, Lot 174, as all of the outstanding taxes, interest, and fees have been paid.

Motion – Madore Second – Dumais

Vote – 6-0

ORDER #233-2016 PROVIDING FOR: Abatement of sewer fees at 24 Iron Bridge Road.

IT IS ORDERED that sewer fees and interest and legal fees in the amount of \$349.20 be abated for a property located at 24 Iron Bridge Road.

NOTE: This is an unsecured claim in a 2014 bankruptcy case.

Motion – Stratton Second – Madore

Vote 6-0

#### Reports and Communications:

- a. Warrant Committee for the October 27, 2016 Council Meeting is Chair Angotti and Councilor Stratton
- b. Chair's Committees Reports: Councilor Pray reported that he attended the MRC's last board meeting.
- c. Adjournment: Motion to adjourn at 6:13 p.m. – Madore Second – Stratton Vote 6-0

October 20, 2016

The Special Meeting of the Millinocket Town Council was brought to order by Chair Angotti in the Town Manager's Office at 4:15 p.m.

Roll Call:

Town Council Members Present:

Angotti (Chair)	Pelletier (excused)
Dumais	Pray (excused)
Madore	Stratton

ORDER #234-2016 PROVIDING FOR: Executive Session to Discuss the Disposition of Real Property Pursuant to 1 M.R.S.A. §405(6)(C).

IT IS ORDERED that the Millinocket Town Council meet in Executive Session to discuss the disposition of real property pursuant to 1 M.R.S.A. §405 (6) (C).

Motion – Madore	Second – Stratton	Vote – 6-0
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Motion to Adjourn at 4:46 p.m. – Madore

Second – Stratton

Vote 6-0

## ***Manager's Report October 27, 2016***

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### **Council Meeting Schedule-Council Chambers**

Monday, Nov. 14, 2016	7:00 p.m.	Regular Meeting
Monday, Nov. 28, 2016	4:30 p.m.	Regular Meeting

### **Council Meeting Dates**

As the Council meeting schedule reflects, the next two Council meetings will be held on a Monday instead of Thursday. The Organizational Meeting will be on **Monday, November 14, at 7:00 p.m.**, and the following meeting will be on Monday, November 28, at 4:30 p.m.

### **Smithworks Property Management, LLC**

Smithworks would like to discuss some of the resources that they bring to the table concerning ideas for tax acquired properties. They have been working in New Hampshire for the last five years renovating and rehabbing buildings for investors, for their own business investments, as well as through the City of Berlin's Neighborhood Revitalization Program.

### **Tax Acquired Properties on Aroostook Avenue**

Brian Lowry may be interested in purchasing a couple of houses on Aroostook Avenue. The properties are located at 33, 37, and 45 Aroostook Avenue. Mr. Lowry already owns the property on 40 Aroostook Avenue.

**New Carpeting in the Court Room**

The District Court would like to put new carpeting in a couple of the rooms that they lease from the Town and would like to know if we will consider paying part of the cost. The Town did budget any money for this.





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**SMITHWORKS, LLC**  
**SMITHWORKS PROPERTY MANAGEMENT, LLC**

10/19/2016

Office: (603) 215-6491

Cell: (207) 576-9623

smithworkspm@gmail.com

12 Green Square

Berlin, NH

03570

288 Burbank Hill Road

Strong, ME

04983

Town of Millinocket

197 Penobscot Avenue

Millinocket, ME 04462

Dear Members of the Town of Millinocket's Strategic Planning Board,

Our company, Smithworks, has been diligently working in the Berlin, NH, area for the last five years creating very comfortable and affordable housing for many families. We have accomplished this work through renovating and rehabbing existing buildings for investors, our own business investments, as well as through the City of Berlin's Neighborhood Revitalization Program. Through this process we have made solid connections within the community, participate in community events, and have a vested interest in the continued growth of Berlin.

Recently we have taken notice and an interest in what your beautiful town has to offer and would greatly appreciate the opportunity to discuss some of the resources that Smithworks could bring to the table to help support Millinocket's revitalization plan in a manageable and positive manner.

Smithworks has a home base office located in Strong, ME, and an office in Berlin, NH. We enjoy working and living in Western Maine and Northern New Hampshire tremendously. Smithworks has been in business for over 25 years, with our early days beginning in the Portland, ME, area. Over time and as we have grown in age and experience we have progressively moved our business up the state toward smaller family based communities, which we have found to be the most fulfilling. Working and living in communities that value the beauty of the outdoors, know the importance of focusing resources around outdoor family adventures / getaways, and clean affordable housing, has been a very positive experience for us.

If a meeting or phone discussion feels appropriate we would greatly appreciate the opportunity to talk with you further in hopes that we can contribute and work with you toward your future town revitalization goals. We can supply substantial references and share our portfolio with you if needed.

Thank you so much for your time.

Hope you have an amazing day.

Sincerely yours,

Craig & Tamra Smith  
Smithworks

ORDER #235-2016

PROVIDING FOR: Execution of the Warrant for October 20, 2016

IT IS ORDERED that the Warrant for October 20, 2016 in the amount of \$ \_\_\_\_\_  
is hereby approved.

Passed by the Town Council \_\_\_\_\_

Attest: \_\_\_\_\_

ORDER #236-2016

PROVIDING FOR: Execution of the Warrant for October 27, 2016

IT IS ORDERED that the Warrant for October 27, 2016 in the amount of \$ \_\_\_\_\_  
is hereby approved.

Passed by the Town Council \_\_\_\_\_

Attest: \_\_\_\_\_

**ORDER #237-2016**

**PROVIDING FOR:** To Authorize the Town Treasurer to Write Off \$175.00 that is not Collectable for Cemetery Billing and Returned Check Fee

**IT IS ORDERED** that \$175.00 in Cemetery billing and returned check fee be written off due to the check written for a cremains burial came back with insufficient funds.

**NOTE:** The policy on accepting checks from out-of-town sources has now changed, and only money orders or bank checks will be accepted for cemetery payment.

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

ORDER #238-2016

PROVIDING FOR: Appointment to the Recreation Commission

IT IS ORDERED that Robin Stevens is appointed to serve as a member of the Recreation Commission for a term of three years to October 2019.

Passed by the Town Council \_\_\_\_\_

Attest: \_\_\_\_\_

received  
10-19-2016

**Town of Millinocket**  
**Application for Boards & Committees**

**IMPORTANT COMMITTEE TO ADVISE THE MUNICIPALITY ON MATTERS  
PERTAINING TO SPECIFIC MUNICIPAL DEPARTMENTS**

Committee/Board: Millinocket Recreation Commission  
In order to assess the interest related to this committee, please complete this brief application.

Name: Robin Stevens Address: 353 Pendocot Ave. Date: 10/18/16  
Telephone Numbers: Day Time: 447-0632 Evenings: 723-5465

Why are you seeking to become a committee representative? I have always  
had an interest in the recreation department. I have a  
desire to serve my town in this capacity. I know we  
will provide quality rec. programs for our children and adults.

What talents/skills do you feel you would bring to this position? I have a  
background in Park & Recreation. I've worked in the  
community. I want to make sure that recreation is sustainable  
in our Millinocket.

What do you feel is the responsibility of this board/committee? To help be a  
voice for the community. To help advise and promote positive  
recreation in our area.

What municipal boards, volunteer organizations or community service groups have you  
worked with the past and for what length of time? Myself, Millinocket Rec. Commission,  
Stoddard Area Partnership, Healthy, Thriving Millinocket.

What have you to offer to this committee which our Town can use in this important  
undertaking? My background in recreation, desire to serve my  
community. Being a voice and willing to serve and  
volunteer.

When are you available to meet, please specify?  
Weekday Anytime A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

If you need more space, please feel free to use the back or attach additional page(s).

**ORDER #239 -2016**

**PROVIDING FOR:** Abatement of sewer fees at 55 Water Street.

**IT IS ORDERED** that sewer fees in the amount of \$639.60 for a property locate at 55 Water Street, Map U05, Lot 003 is abated.

**NOTE:** The excessive fees were due to a broken water valve in the upstairs bathroom. The valve has since been replaced.

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Memo

**To:** John Davis, Town Manager  
**From:** Jim Charette, Chief Operator  
**Date:** 10/20/2016  
**Re:** Abatelements Request.

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As you know, we receive abatement requests periodically. Recently, I have received a request from Mark Sopko of 55 Water St., this was to abate excessive fees due to a broken water valve in his upstairs bathroom. This has since been fixed. When a request of this type comes in, they are told that it is on a one time basis only. Please review this request, and please put this before the council at the next meeting. Thank you.





# Town of Millinocket Wastewater Treatment

197 Penobscot Avenue, Millinocket, Maine

723-7040

Request for abatements of sewer use charges.

Name : Mark Sopko

Address : 55 Water St.

Telephone # : 908 698 7260

Quarter	Amount
1 <sup>st</sup>	\$ _____
2 <sup>nd</sup>	\$ _____
3 <sup>rd</sup>	\$ _____
4 <sup>th</sup>	\$ _____

Wastewater Account # : 145632

Amount Of Abatement Requested : \$639.60

Cubic Feet Of Water To Be Abated : \_\_\_\_\_

Reason For Abatement Request : Broken water valve.

Was The Water Involved In This Request Metered Or Unmetered : \_\_\_\_\_

Date Of Request : 10-19-16

### Statement Of Understanding

By signing below, I acknowledge that I have read and understood the Town of Millinocket's wastewater abatement policy entitled "Abatements of and Discounts to the Sewer Use Charge", and that this application for such request meets the guidelines in said document.

Applicant's Signature

[Signature]  
Approved By

Date

10/29/16  
Date

Meter Detail

Account: 145632  
Bill To: SOPKO MARK  
Owner: SOPKO MARK  
Location: 55 WATER ST  
Type Code:  
Map Lot: U05-003000  
RE Account 0

Book / Seq: 3/5885 Serial Number:  
Meter Size: 1 Remote Number:  
Meter Digits: 5 Avg Consumption: 1051.515151515  
Frequency: 1 Combined: No  
Service: S Multiplier: 1  
Rate Code: W - 0 S - 1 Replacement: No

Water Sewer  
Taxable Percentage: 0% 0%  
Billable Percentage: 0% 100%  
Adjust: 0 0.00  
Adjust Description: Adjust: 0 0.00

Bill Date	Status	Reading	Date	Actual Cons	Billed Cons	Regular	Misc	Tax	Adjust	Amount
10/20/2016	B S	34700	06/03/2016	13500	13500	719.60	0.00	0.00	0.00	719.60
08/05/2016	B S	21200	03/02/2016	0	0	80.00	0.00	0.00	0.00	80.00
04/15/2016	B S	21200	12/02/2015	0	0	80.00	0.00	0.00	0.00	80.00
01/27/2016	B S	21200	09/02/2015	500	500	80.00	0.00	0.00	0.00	80.00
10/30/2015	B S	20700	09/02/2015	500	500	80.00	0.00	0.00	0.00	80.00
08/13/2015	B S	20200	08/10/2015	0	0	80.00	0.00	0.00	0.00	80.00
04/28/2015	B S	20200	12/01/2014	0	0	80.00	0.00	0.00	0.00	80.00
01/16/2015	B S	20200	09/03/2014	200	200	65.00	0.00	0.00	0.00	65.00
10/27/2014	B S	20000	06/03/2014	100	100	65.00	0.00	0.00	0.00	65.00
07/29/2014	B S	19900	03/03/2014	0	0	65.00	0.00	0.00	0.00	65.00
04/23/2014	B S	19900	12/03/2013	0	0	50.00	0.00	0.00	0.00	50.00
01/31/2014	B S	19900	09/05/2013	100	100	50.00	0.00	0.00	0.00	50.00
10/25/2013	B S	19800	06/04/2013	500	500	50.00	0.00	0.00	0.00	50.00
07/26/2013	B S	19300	03/04/2013	600	600	50.00	0.00	0.00	0.00	50.00
04/29/2013	B S	18700	12/04/2012	100	100	42.50	0.00	0.00	0.00	42.50
01/18/2013	B S	18600	09/04/2012	500	500	42.50	0.00	0.00	0.00	42.50
10/23/2012	B S	18100	06/01/2012	0	0	42.50	0.00	0.00	0.00	42.50
07/26/2012	B S	18100	03/05/2012	0	0	42.50	0.00	0.00	0.00	42.50
04/30/2012	B S	18100	12/06/2011	0	0	42.50	0.00	0.00	0.00	42.50
01/31/2012	B S	18100	09/08/2011	1500	1500	42.50	0.00	0.00	0.00	42.50
10/21/2011	B S	16600	06/06/2011	1200	1200	42.50	0.00	0.00	0.00	42.50
07/25/2011	B S	15400	03/04/2011	1000	1000	42.50	0.00	0.00	0.00	42.50
04/25/2011	B S	14400	12/06/2010	1600	1600	45.33	0.00	0.00	0.00	45.33

## Meter Detail

Account: 145632  
 Bill To: SOPKO MARK  
 Owner: SOPKO MARK  
 Location: 55 WATER ST  
 Type Code:  
 Map Lot: U05-003000  
 RE Account 0

01/20/2011	B	S	12800	09/04/2010	1600	1600	45.33	0.00	0.00	0.00	45.33
10/18/2010	B	S	11200	06/04/2010	2600	2600	73.63	0.00	0.00	0.00	73.63
07/16/2010	B	S	8600	03/01/2010	1000	1000	42.50	0.00	0.00	0.00	42.50
04/16/2010	B	S	7600	12/01/2009	100	100	42.50	0.00	0.00	0.00	42.50
01/15/2010	B	S	7500	09/01/2009	500	500	42.50	0.00	0.00	0.00	42.50
10/21/2009	B	S	7000	06/01/2009	900	900	42.50	0.00	0.00	0.00	42.50
07/15/2009	B	S	6100	03/01/2009	1700	1700	48.16	0.00	0.00	0.00	48.16
04/17/2009	B	S	4400	12/02/2008	700	700	42.50	0.00	0.00	0.00	42.50
01/20/2009	B	S	3700	09/02/2008	1400	1400	42.50	0.00	0.00	0.00	42.50
10/24/2008	B	S	2300	06/02/2008	2300	2300	65.14	0.00	0.00	0.00	65.14

33 bills

34,700 34,700 2,452.19 0.00 0.00 0.00 2,452.19

Millinocket  
9:03 AM

UT Account 145632 Detail  
as of 10/20/2016 - Sewer

1

Name: SOPKO MARK

PO BOX 23  
FLAGTOWN, NJ 08821

Location: 55 WATER ST

RE Acct: 0 Map/Lot: U05-003000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs
170	10/20/16			719.60	0.00	0.00	0.00
164	08/05/16	Original		80.00	0.00	0.00	0.00
	8/17/2016		P	79.94	0.00	0.00	0.00
		Total		0.06	0.00	0.00	0.00
159	04/15/16	Original		80.00	0.00	0.00	0.00
	8/17/2016	CHGINT	I	0.00	0.00	0.00	0.00
	8/17/2016		P	80.00	0.00	-1.30	0.00
		Total		0.00	0.00	1.30	0.00
153	01/27/16	Original		80.00	0.00	0.00	0.00
	2/5/2016		P	80.00	0.00	0.00	0.00
		Total		0.00	0.00	0.00	0.00
150	10/30/15			0.00	0.00	0.00	0.00
144	08/13/15			0.00	0.00	0.00	0.00
140	04/28/15			0.00	0.00	0.00	0.00
137	01/16/15			0.00	0.00	0.00	0.00
134	10/27/14			0.00	0.00	0.00	0.00
129	07/29/14			0.00	0.00	0.00	0.00
125	04/23/14			0.00	0.00	0.00	0.00
121	01/31/14			0.00	0.00	0.00	0.00
112	10/25/13			0.00	0.00	0.00	0.00
109	07/26/13			0.00	0.00	0.00	0.00
105	04/29/13			0.00	0.00	0.00	0.00
102	01/18/13			0.00	0.00	0.00	0.00
99	10/23/12			0.00	0.00	0.00	0.00
96	07/26/12			0.00	0.00	0.00	0.00
91	04/30/12			0.00	0.00	0.00	0.00
88	01/31/12			0.00	0.00	0.00	0.00
85	10/21/11			0.00	0.00	0.00	0.00
82	07/25/11			0.00	0.00	0.00	0.00
79	04/25/11			0.00	0.00	0.00	0.00
74	01/20/11			0.00	0.00	0.00	0.00
70	10/18/10			0.00	0.00	0.00	0.00
66	07/16/10			0.00	0.00	0.00	0.00
58	04/16/10			0.00	0.00	0.00	0.00
54	01/15/10			0.00	0.00	0.00	0.00
53	10/21/09			0.00	0.00	0.00	0.00
49	07/15/09			0.00	0.00	0.00	0.00
45	04/17/09			0.00	0.00	0.00	0.00
42	01/20/09			0.00	0.00	0.00	0.00
39	10/24/08			0.00	0.00	0.00	0.00
	10/20/2016			719.66	0.00	0.00	0.00

Per Diem

164

0.0000

719.66

\* Millinocket  
9:03 AM

**UT Account 145632 Detail  
as of 10/20/2016 - Sewer**

10/20/2016  
Page 2

Name: SOPKO MARK

PO BOX 23  
FLAGTOWN, NJ 08821

Location: 55 WATER ST

RE Acct: 0      Map/Lot: U05-003000

Bill Date	Reference	C	Principal	Tax	Interest	Costs	Total
Total			0.0000				

**ORDER #240-2016**

**PROVIDING FOR:** Council approval to renew the lease and to increase the monthly payment from \$50.00 to \$75.00 for the Two Ducks on an Island, LLC, parking lot.

**IT IS ORDERED** that the Millinocket Town Council approve a lease between the Town of Millinocket, the tenant, and Two Ducks on an Island, LLC, the landlord, at a rental fee of \$75.00 per month. This agreement is effective November 1<sup>st</sup>, 2016 to October 31<sup>st</sup>, 2017, and will include the vacant lots located at 220 Aroostook Avenue and 67 Summer Street plus two alleyways that are part of 181 Penobscot Avenue, all of which abut the property of the Municipal Building and the Fire Department.

**IT IS FURTHER ORDERED** the Town Manager is authorized to execute and file all necessary paperwork to complete the lease arrangement.

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

*Town of Millinocket, Maine  
197 Penobscot Avenue  
Millinocket, Maine 04462  
(207) 723-7000*



### **PARKING LOT LEASE AGREEMENT**

The following terms shall constitute an agreement between the Town of Millinocket and Two Ducks on an Island, LLC regarding the lease of certain property as described below:

1. This agreement is effective on November 1, 2016, until October 31, 2017, between the Town of Millinocket, the tenant, and Two Ducks on an Island, LLC, the landlord.
2. The area covered by this agreement includes the vacant lots located at 220 Aroostook Avenue and 67 Summer Street plus two alleyways that are part of 181 Penobscot Avenue, all of which abut the property of the Municipal Building and the Fire Department.
3. The monthly rental fee will be \$75.00 and each party retains the right to terminate at will this agreement upon 30 days written notice.
4. The Town will insure the subject properties and add Two Ducks on an Island, LLC as an "additional insured" for the purpose of parking to be used by the Town and the general public. A copy of the insurance binder will be furnished to Two Ducks on an Island, LLC.
5. The Town will indemnify and hold harmless, Two Ducks on an Island, LLC for any matters affected by the condition of the leased areas that are related to the maintenance of the lots.
6. The Town will maintain the leased areas in the winter time by plowing and/or salting them as needed and necessary and will perform light maintenance during the warm weather months that will include filling in low spots and occasional holes/ruts that may develop from time to time.
7. The terms of this lease may be amended from time to time only in writing and with the signatures of the Town Manager and the Manager of Two Ducks on an Island, LLC.

The above constitutes the total agreement between the parties and is agreed to by the parties, which is attested by their respective signatures below.

**FOR THE TOWN**

**FOR TWO DUCKS ON AN ISLAND, LLC**

\_\_\_\_\_  
John Davis, Town Manager

\_\_\_\_\_  
Robert Benjamin, Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Manager

---

**From:** Two Ducks on an Island, LLC <twoislandducks@comcast.net>  
**Sent:** Wednesday, October 12, 2016 11:13 AM  
**To:** 'tmanager'  
**Subject:** Rental of Parking Lots & Alleyways  
**Attachments:** Two Ducks on an Island, LLC 11-01-09 Parking Lot Lease Agreement with Town Of Millinocket.pdf; Two Ducks on an Island, LLC 10-22-13 Certificate of Liability Insurance from Town of Millinocket.pdf; Two Ducks on an island, LLC 11-01-13 Parking Lot Lease Agreement with Town of Millinocket.pdf

Mr. Davis:

As we discussed this past Friday I would like to increase the monthly rent from \$50.00 to \$75.00 to cover my expenses on the parking lots and alleyways behind and next to the former bank building located at 181 Penobscot Avenue. I have attached for your review the past historical documents on the leasing of the parking lots and alleyways as follows: November 1, 2009 Parking Lot Lease Agreement signed by Eugene J. Conlogue, Town Manager; November 1, 2013 Parking Lot Lease Agreement signed by Margaret N. Daigle, Town Manager; and Town of Millinocket Certificate of Liability Insurance dated October 22, 2013. I would like to get a new Parking Lot Lease Agreement signed with increased monthly rental amount and updated Certificate of Insurance. Thanks for your assistance in this matter.

Robert R. Benjamin  
Two Ducks on an island, LLC  
180 Main St  
Blackstone, MA 01504-1539  
508-883-1000 Office  
508-876-1000 Fax  
508-326-7000 Cellular



## TOWN OF MILLINOCKET

Eugene J. Conlogue, Town Manager  
197 Penobscot Avenue, Millinocket, Maine 04462  
Telephone 207-723-7000 FAX 207-723-7002  
E-Mail [manager@millinocket.org](mailto:manager@millinocket.org) Web Site: [www.millinocket.org](http://www.millinocket.org)

### PARKING LOT LEASE AGREEMENT

The following terms shall constitute an agreement between the Town of Millinocket and Two Ducks on an Island, LLC regarding the lease of certain property as described below:

1. This agreement is effective from November 1, 2009 to October 31, 2010 between the Town of Millinocket, the tenant, and Two Ducks on an Island, LLC, the landlord.
2. The area covered by this agreement includes the vacant lots located at 220 Aroostook Avenue and 67 Summer Streets plus two alleyways that are part of 181 Penobscot Avenue, all of which abut the property of the Municipal Building and Fire Department.
3. The monthly rental fee will be \$40.00 and each party retains the right to terminate at will this agreement upon 30 days written notice.
4. The Town will insure the subject properties and add Two Ducks on an Island, LLC as an "additional insured" for the purpose of parking to be used by the Town and the general public. A copy of the insurance binder will be furnished to Two Ducks on an Island, LLC.
5. The Town will indemnify and hold harmless Two Ducks on an Island, LLC for any matters affected by the condition of the leased areas that are related to the maintenance of the lots.
6. The Town will maintain the leased areas in the winter time by plowing and/or salting them as needed and necessary and will perform light maintenance during the warm weather months that will include filling in low spots and occasional holes/ruts that may develop from time to time.
7. The terms of this lease may be amended from time to time only in writing and with the signatures of the Town Manager and the Manager of Two Ducks on an Island, LLC.

The above constitutes the total agreement between the parties and is agreed to by the parties, which is attested by their respective signatures below.

FOR THE TOWN

  
Eugene J. Conlogue, Town Manager

Date: 10/14/09

FOR TWO DUCKS ON AN ISLAND, LLC

  
Robert Benjamin, Manager

Date: 10/20/09



MILLINO-01

BMAILET

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Kyes Agency, Inc. 171 Main Street Farmington, ME 04833	CONTACT NAME	PHONE (207) 778-9862 225		FAX (207) 778-9970
	ADDRESS			
INSURED Town of Millinocket C/O Bob Speed PO Box 90 Millinocket, ME 04462	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Argonaut Insurance Company/Trident			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSURER	TYPE OF INSURANCE	ADD. INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	X	MGL700045105	4/27/2013	4/27/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (See endorsement) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
AUTOMOBILE LIABILITY							
<input type="checkbox"/> ANY AUTO							COMBINED SINGLE LIMIT (Per accident) \$
<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per person) \$
<input type="checkbox"/> HIRED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
EXCESS LIAB							AGGREGATE \$
<input type="checkbox"/> OCCUR							\$
<input type="checkbox"/> CLAIMS-MADE							\$
DED. RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS OTHER
ANY PROPRIETOR/PAK/THRE/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory to MH)							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as an additional insured regarding property located on corner of 220 Arcoosook Ave & 57 Sumner Street & 181 Penobscot Ave Millinocket, Maine used by the Fire Dept, Police Dept and General Public for parking.

## CERTIFICATE HOLDER

## CANCELLATION

Robert Benjamin Two Ducks On An Island, LLC  
180 Main Street  
Blackstone, MA 01504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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*Town of Millinocket, Maine  
197 Penobscot Avenue  
Millinocket, Maine 04462  
(207) 723-7000*



### **PARKING LOT LEASE AGREEMENT**

The following terms shall constitute an agreement between the Town of Millinocket and Two Ducks on an Island, LLC regarding the lease of certain property as described below:

1. This agreement is effective on November 1, 2013 until June 30, 2014 between the Town of Millinocket, the tenant, and Two Ducks on an Island, LLC, the landlord.
2. The area covered by this agreement includes the vacant lots located at 220 Aroostook Avenue and 67 Summer Street plus two alleyways that are part of 181 Penobscot Avenue, all of which abut the property of the Municipal Building and the Fire Department.
3. The monthly rental fee will be \$50.00 and each party retains the right to terminate at will this agreement upon 30 days written notice.
4. The Town will insure the subject properties and add Two Ducks on an Island, LLC as an "additional insured" for the purpose of parking to be used by the Town and the general public. A copy of the insurance binder will be furnished to Two Ducks on an Island, LLC.
5. The Town will indemnify and hold harmless, Two Ducks on an Island, LLC for any matters affected by the condition of the leased areas that are related to the maintenance of the lots.
6. The Town will maintain the leased areas in the winter time by plowing and/or salting them as needed and necessary and will perform light maintenance during the warm weather months that will include filling in low spots and occasional holes/ruts that may develop from time to time.
7. The terms of this lease may be amended from time to time only in writing and with the signatures of the Town Manager and the Manager of Two Ducks on an Island, LLC.


The above constitutes the total agreement between the parties and is agreed to by the parties, which is attested by their respective signatures below.

FOR THE TOWN

  
Margaret H. Daigle, Town Manager

DATE: 11-12-13

FOR TWO DUCKS ON AN ISLAND, LLC

  
Robert Benjamin, Manager

DATE: 11-12-13

ORDER # 241-2016

Order #71-2016 passed by the council on April 14, 2016 is hereby ratified and confirmed.

IT IS ORDERED that the Town Manager is authorized to execute and file all necessary paperwork, including signing a municipal release deed to complete the sale of the tax acquired property referenced below to abutting landowners Barry Gregware and Rhonda Gregware for the sum of \$3,055.00:

<u>Address</u>	<u>Map and Lot</u>	<u>Delinquent Taxpayer</u>	<u>Amount Owed</u>
403 Katahdin Avenue	(Map U03 Lot 320)	John E. Fuhrer Rose M. Fuhrer (deceased)	\$2,952.20

This Order shall be retroactive to the passing of said Order #71-2016 on April 14, 2016.

PASSED BY THE COUNCIL: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**PROVIDING FOR:** Council approval to renew the lease from the Town of Millinocket to Anthony D. Cesare d/b/a West Branch Aviation LLC

**IT IS ORDERED** that the Millinocket Town Council approve a lease between the Town of Millinocket and Anthony D. Cesare d/b/a West Branch Aviation LLC.

**IT IS FURTHER ORDERED** the Town Manager is authorized to execute and file all necessary paperwork to complete the lease arrangement.

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



## **TOWN OF MILLINOCKET**

*Municipal Airport  
152 Medway Road  
Millinocket, Maine 04462  
(207)723-6649*

*Jeff Campbell  
Airport Supervisor*

**10/1/2016**

**Harold Davis, Town Manager  
Ralph Saucier, Airport Manager**

**In an effort to bring uniformity to our hangar leases and rates I would like to propose the following changes. For example we just renewed the Noyes lease for 3 years at a rate of .0757 per sq foot of revenue generating space. The West Branch Aviation lease was for 10 years at a rate of .0400 which expires at the end of October 2016. I propose that the lease terms should be the same, 3 years and .0757 for both Hangars. The breakdown of the Leases would be as follows,**

<b>Noyes Enterprises,</b>	<b>Hangar 60x60 = 3600 sq ft x .0757 = \$273.00</b>
	<b>Shop 60x28 = 1680 sq ft x .0757 = \$127.00</b>
	<b>-----</b>
	<b>\$400.00</b>
<b>West Branch Aviation</b>	<b>Hangar 70x42 = 2940 sq ft x .0757 = \$222.00</b>
	<b>Office 50x18 = 900 sq ft x .0757 = \$68.00</b>
	<b>-----</b>
	<b>\$290.00</b>

**Because this represents a 45% increase in rent for West Branch Aviation I would suggest that it be raised in three steps. The first year would be \$230.00 per month, the second would be \$260.00 per month, with the final year being the full amount of \$290.00 per month.**

**Submitted By,  
Jeff Campbell, Airport Supervisor.**

*Jeff Campbell 10-1-16*

**AGREEMENT TO PROVIDE FOR LEASE OF SPACE AT MILLINOCKET  
MUNICIPAL AIRPORT BY THE TOWN OF MILLINOCKET, MAINE TO  
ANTHONY D. CESARE D/B/A WEST BRANCH AVIATION LLC**

**November 1, 2016**

**THIS AGREEMENT** is made and entered by and between the **Town of Millinocket**, Penobscot County, State of Maine, its successors and/or assigns, hereinafter referred to as the **LESSOR** or **TOWN**, and **Anthony D Cesare**, d/b/a West Branch Aviation, P.O. Box 53, Millinocket, ME 04462, hereinafter referred to as the **LESSEE**.

**WITNESSETH:**

**WHEREAS**, the Lessor is the owner of the Millinocket Municipal Airport, so-called; and,

**WHEREAS**, the Lessor is desirous of leasing certain facilities situated at said Airport so that the facilities to be leased will be utilized for the best interest of the people of the Town of Millinocket; and,

**WHEREAS**, the Lessee has agreed to lease said facilities in order to create business opportunities for himself, and to enhance the services available at the Airport;

**NOW, THEREFORE**, in consideration of these mutual covenants and agreements as hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. **FACILITIES.** The Lessor does hereby let, lease, and demise unto the Lessee a hangar formerly known as GNP Hangar (the Hangar) and the Jet Fuel System. These facilities shall be surrendered to the Lessor at the expiration of this lease in as good condition as they were at the time they were turned over to the Lessee, reasonable wear and tear excepted. The Lessor does not hereby lease the runways or its taxiway(s), but does retain control and responsibility for the repair and maintenance of same. Except for a default of this agreement by the Lessee or mutual written consent between the parties to alter this agreement, the facilities described above shall be solely operated and occupied by the Lessee.
2. **SUB-LEASES.** The Lessee shall not sub-lease any part of the hangar to any other party, without permission of the Lessor.
3. **TERM.** This Agreement shall commence on November 1, 2016 and end on October 31, 2019. The agreement may be extended by the mutual written consent of the parties. Either party, however, may terminate this agreement upon ninety (90) days written notice sent by Certified Mail for just cause.
4. **LEASE FEES AND OTHER EXPENSES.** Beginning on November 1, 2016, the following lease fees or arrangements shall be in effect:

- A. Hangar Lease.** The lease fee for the Hangar shall be Two Hundred Thirty Dollars and No Cents (\$230.00) per month for the first 12 months. Two Hundred Sixty Dollars and No Cents (\$260.00) per month for the second 12 month period, and Two Hundred Ninety Dollars and No Cents (\$290.00) per month for the third 12 month period, less any leasehold improvement credits as outlined in Appendix A, commencing on November 1, 2016 for a period of Thirty Six (36) months with the last payment due on October 1, 2019
- B. Jet Fuel System.** The Lessee in lieu of a cash lease payment to the Lessor, shall maintain the Jet Fuel System in good working order and cover any and all maintenance expenses (i.e., filters, minor repairs, etc.) Any major repairs classified as "major" by the Lessor and Lessee shall remain the responsibility of the Lessor.
- C. Lease Renewal.** If both parties agree, a new Lease may be negotiated between the parties and said negotiations should begin no later than September 1, 2019. Failure to successfully negotiate a new lease that would be effective on November 1, 2019 will result in a month-to-month tenancy with a thirty (30) day notice-to-vacate by the lessor or the lessee and said notice-to-vacate may be for or without cause. The monthly rent payment will increase to Three Hundred Dollars and No Cents (\$300.00) per month as of November 1, 2019 if no lease is in place. In no event will the Lessee occupy the Hangar past March 1, 2020 without a lease agreement in place.
- D. Utilities.** The Lessee shall be responsible for all utility costs of the facilities covered by this agreement.
- 5. LEASE-HOLD IMPROVEMENTS.** Lessee may make improvements to the facilities covered under this agreement, with the approval of Lessor. Such qualifying improvements shall accrue to the benefit of the Lessor upon termination of this lease agreement. For the purpose of this agreement, a qualifying improvement is a significant upgrade, renovation, or construction to any of the facilities covered under this agreement that is generally of a capital nature. Examples include, but are not limited to, installation of a new lighting system, renovation of an office or building, construction of a bathroom, or similar type of investment. Investments in normal repairs and maintenance or other minor investments shall not be considered as qualifying improvements. Qualifying improvements made by the Lessee shall, with the approval of the Town, be deducted from the actual lease payments due to the Lessor at a level of up to One Hundred Dollars and No Cents (\$100.00) per month. The minimum lease-hold improvement must be at least \$2,400.00. The maximum investment to still receive a reimbursement benefit shall be capped at \$24,000.00. Further information on the investment and reimbursement amounts available under this Section may be found in Appendix A of this lease. Should the Lessee vacate the premises for any reason prior to attaining the maximum lease-hold improvement benefit from the Town to which he would otherwise be entitled, no further reimbursements shall be made to the Lessee.
- A. A leasehold improvement will be eligible for the start of Lessor reimbursement when the project is deemed 100% complete by the**



Lessor and Lessee, beginning on the first day of the month after such project is deemed to be completed.

6. **DISCONTINUANCE OF OPERATIONS.** In the event the operation of the Millinocket Municipal Airport by the Town of Millinocket is discontinued as an airport, this lease shall become void. Such action may be taken without penalty to the Town with less than ninety (90) days notice to the Lessee. The Lessee will be entitled to the same leasehold reimbursement level as described in Section 6.
7. **NATIONAL EMERGENCY.** During time of war or national emergency, the Lessor shall have the right to lease any and all parts of the airport to the United States government for military and naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
8. **SUBORDINATION.** This lease shall be subordinate to any provisions of any existing or future agreement between the Lessor, the State of Maine, and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds.
9. **NON-EXCLUSIVITY AND RIGHTS OF OWNER.** It is clearly understood by the Lessee that no right or privilege has been granted which would serve to prevent or prohibit any person, firm, or corporation operating aircraft at the airport from performing such service on its own aircraft (including, but not limited to, maintenance and repair) that it may choose to perform provided such performances or services are conducted in accordance with local, state, and federal laws, regulations, and ordinances, if any. In accordance with FAA regulations (Section 308A Federal Aviation Act or its successor), it is understood that nothing herein contained should be construed to grant or authorize exclusive right. Others may be granted a lease or concession by the Lessor. The Lessor retains the right to approve any or all business activities at the airport on property owned by the Lessor.
10. **MAINTENANCE.** Lessee shall maintain the leased premises in good order. Maintenance activities shall include, but not be limited to, mowing and trimming of any grass areas around the leased areas; providing snow removal and ice control from walkways, doors, and other areas not accessible to Lessor machinery; replacing lights; repairing minor items and "day-to-day" items as necessary; etc. The Lessor shall maintain responsibility for major repairs and maintenance items.
11. **INDEMNIFICATION.** The Lessee shall carry appropriate liability insurance, hangar keeper's insurance, and product liability insurance (and others as necessary) and hold the Lessor harmless for any damages or injuries resulting from any acts of negligence on the part of the Lessee, and the Lessee shall in no way be liable for any damages resulting from any acts or negligence on the part of the Lessor. The Lessee shall maintain sufficient liability insurance to satisfy its operation of the facilities subject to this agreement. The Lessee shall furnish

proof of insurance to the Lessor at the start of the agreement period and shall carry it in force throughout the period of this agreement. The Lessor shall be named as an "added insured" and indemnified from any responsibility for the Lessee's actions or inactions.

- 12. LESSEE RESPONSIBILITIES.** Lessee shall furnish heat, lights, septic system/wastewater, and water for the facilities under his control, as and if applicable. Lessee shall maintain the interior of the Hangar in good, safe, and sanitary order, condition, and repair. Lessee shall be responsible for ordinary maintenance of the water service and septic system and the like within the leased facilities and to provide janitorial service and supplies at its own expense, as and if applicable.
- 13. PUBLIC BENEFIT.** Lessee agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt, and efficient services adequate to meet all of the demands for its services at the airport; to furnish said services in a reasonable, just, and non-discriminatory basis to all users for each unit of sale or service, except that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions based on volume of purchases. Prices for supplies and services shall be clearly posted inside the Terminal Building and other places deemed desirable. All services by Lessee will be provided on a fair and equal basis without undue prejudice against any person or class of persons by reasons of race, color, sex, physical or mental handicap, religion, age, ancestry or national origin, or any other perceived classification under state or federal law.
- 14. USE OF SPACE.** The facilities leased under this agreement are primarily for aviation-related uses only. Lessee may also rent aircraft storage space as an allowable aviation-related use. Any other proposed deviation of use under this agreement must be pre-approved by the Lessor. Approval of any such alternative use(s) may also result in a re-negotiation of this lease agreement at the discretion of the Lessor.
- 15. RENOVATIONS.** The Lessee may attach and erect additional fixtures in said facilities and minor alterations not otherwise classified as "lease-hold" improvements shall remain the property of the Lessee and may be removed therefrom by the Lessee at any time, except the fixtures that cannot be removed without injury to the premises or otherwise constitute "lease-hold" improvements. The Lessee, to the satisfaction of the Lessor, shall repair any damages incurred to the property due to the Lessee's fixtures being removed. The Lessee shall make no major alterations to the said premises without prior written approval of the Lessor.
- 16. INSPECTIONS.** The Lessee shall permit the Lessor and its agents to enter into and upon said premises during normal business hours for the purpose of inspecting the same for the purpose of maintaining, repairing, altering, or adding to the facilities, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required. Lessor will give the Lessee at least 24 hours prior notice of such visits, unless an emergency exists.
- 17. NON-DISCRIMINATION.** No person in the United States shall, on the grounds of race, color, creed, national origin, or other protected group, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Transportation.

**18. USE OF PROPERTY.** The Lessee agrees to maintain the Lessor's furnishings in good repair.

**19. ASSIGNABILITY.** The Lessee shall not assign this agreement or any part thereof in any event and shall not rent or sublet the demised premises or the services required in this agreement or any part thereof other than those areas or items heretofore mentioned without the written consent of the Lessor or as otherwise provided in this agreement.

**20. TERMINATION.** Except for just cause, this agreement shall, upon mutual agreement between the said Lessor or the said Lessee, their successors and assigns, be terminated upon written notice delivered to the other party, such termination to be effective ninety (90) days from the date of such said notice. In the event the Lessee shall be liable for the payment or performance of any municipal obligations incurred in connection with the airport obligation or construction, Lessor shall not terminate this lease except by also indemnifying the Lessee against any further such liability, unless the termination is for just cause due to the negligence or wrongful act(s) of the Lessee in which case any monies due the Lessor shall become immediately due and payable. In the event of a termination of this agreement, the Lessor shall be paid any sums due by the Lessee for any loans or other financial assistance granted, but unpaid, by the Lessee to the Lessor.

**21. JUST CAUSE.** Just Cause, as contemplated in this agreement, means the negligent or willful disregard of the interests of the Lessor by the Lessee and may include, but not be limited to, the following:

- A. Violation of any law, ordinance of the Town, or statute.
- B. Failure to make timely payments to the Lessor on obligations owed.
- C. Willful and intentional damage by the Lessee to property owned by the Lessor.
- D. Non-performance of the terms of the lease agreement.
- E. Abandonment or non-use of the leased facilities.

**22. LESSOR CONTACT.** Except as otherwise found to be necessary by the Lessor, the Lessee shall work with the Lessor's Airport Manager as his point of contact with the Lessor.

**23. AMENDMENT.** This agreement may be amended, extended, or otherwise changed at any time upon the mutual written consent of the parties.

**24. SEVERABILITY.** Should any clause or condition of this agreement be found invalid, such invalidity shall not void the remainder of the agreement.

**25. ENTIRE AGREEMENT.** The above recitations represent the entire agreement between the parties.

**FOR THE LESSOR:**

\_\_\_\_\_  
**Harold Davis, Town Manager**

Date: \_\_\_\_\_

**FOR THE LESSEE:**

\_\_\_\_\_  
**Anthony D. Cesare, WBA LLC**

Date: \_\_\_\_\_

**APPENDIX A: CALCULATION OF LEASE-HOLD IMPROVEMENTS  
REIMBURSEMENTS**

The following chart will serve as a guideline for demonstrating the amount of reimbursement that may be available from the Town for lease-hold improvements made by the Lessee. Specific calculations will be made for each such improvement project. All such improvements will be calculated on the actual cash investment made and will not include in-kind or unpaid labor contributed to such projects. The minimum investment is \$2,400.00.

<b>IMPROVEMENT COST</b>	<b>MAXIMUM REIMBURSEMENT</b>	<b>MAXIMUM MONTHLY REIMBURSEMENT</b>	<b>MAXIMUM MONTHS</b>
<b>\$2,400.00</b>	<b>\$1,200.00</b>	<b>\$100.00</b>	<b>12</b>
<b>\$4,800.00</b>	<b>\$2,400.00</b>	<b>\$100.00</b>	<b>24</b>
<b>\$7,200.00</b>	<b>\$3,600.00</b>	<b>\$100.00</b>	<b>36</b>
<b>\$14,400.00</b>	<b>\$7,200.00</b>	<b>\$100.00</b>	<b>72</b>
<b>\$20,400.00</b>	<b>\$10,200.00</b>	<b>\$100.00</b>	<b>102</b>
<b>\$24,000.00</b>	<b>\$12,000.00</b>	<b>\$100.00</b>	<b>120</b>