

Agenda Notes

Selectmen's Meeting 4/15/14

7.) Department Head or Committee Chair Report

c. Discussion regarding removal of tree in front of the Fire Department.

The fir tree in front of the FD is recommended to be removed for reasons of safety and visibility and to add parking for emergency calls. The willow tree has already been approved for removal. See attached memo from TJ Merry, Fire Chief, and Roland Abbot, EMA/EMS Chief.

9.) New Business

b. Review and approval of revised airport rates and fees.

Please see the attached schedule of proposed rates and charges. Airport Director Erv Deck will discuss the proposed rate increases.

c. Review and approval of hangar land lease agreement between the Town and David MacDonald.

Please see attached hangar land lease agreement between the Town and David MacDonald. Airport Director Erv Deck will provide details of the lease agreement.

10. Town Manager's Report

a. Update on Scout Hall.

At the April 1 meeting of the Board of Selectmen, the Board voted 5-0 to remove a for-profit business from the Scout Hall in Wiscasset. The Board agreed that Town-owned buildings should only be used by non-profit groups. The business was informed of the Board's decision and business owner Tanya Albert indicated that the group would be moving from the Scout Hall in 6 weeks as she finishes the ongoing program. They meet only on Mondays.

b. Presentation of 2014/2015 Municipal Budget.

The 2014-2015 Municipal Budget will be presented.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
APRIL 1, 2014

Preliminary Minutes

Present: Vice Chair Judy Colby, Pam Dunning, Tim Merry, Chair Ed Polewarczyk, Jeff Slack and Acting Town Manager Sue Varney

1. Call to Order

Chair Ed Polewarczyk called the meeting to order at 7 p.m.

2. Pledge of Allegiance to the Flag of the United States of America

3. Approval of Treasurer's Warrant: March 25 and April 1

Pam Dunning moved to approve the Treasurer's Warrant of March 25, 2014. Vote 5-0-0. Pam Dunning moved to approve the Treasurer's Warrant of April 1, 2014. Vote 5-0-0.

4. Approval of Minutes: March 18, 2014

Judy Colby moved to approve the minutes of March 18, 2014. Vote 5-0-0.

5. Appointments

A. To appoint Election Clerks for a term of April 1, 2014 to April 1, 2016: Pam Dunning moved to appoint the list of election clerks as presented by the Town Clerk. Vote 5-0-0.

B. To appoint Peter Todd Travis to the ORC: Pam Dunning moved to regretfully accept the resignation of Conrad Schilke from the ORC and thankfully appoint Peter Todd Travis to the ORC for the balance of Conrad Schilke's term through December 31, 2014. Vote 5-0-0.

6 Public Comment

Ed Polewarczyk announced the following meetings: April 14, 6 p.m., public hearing on school budget; May 14, District budget vote; and June 10, vote on school budget at an open town meeting. He said he had heard no objection to the open town meeting for the school budget although it comprises 80% of tax bills, whereas there had been objection to an open town meeting for approval of the town budget which makes up only 10-12% of the tax bill.

In response to Ben Rines' recent letter to the editor indicating the open town meeting could be closed with a motion to adjourn in less than a minute, Ed Polewarczyk said that Rines had the right to move to close the meeting; it would require a second and a simple majority vote. Under Robert's Rules the motion to adjourn is not debatable; however, under the Maine Moderators' Rules, the decision to allow discussion is up to the moderator.

The chairman outlined the consequences if the open town meeting were adjourned without any action being taken: The selectmen could at their June 3 meeting establish a secret ballot no sooner than 45 days from that meeting, or mid-July. A new Selectboard would be seated but without an approved budget, the town would close July 1, and all employees would be terminated. The new Selectboard could hold an open town meeting to approve the severance pay of \$256,000 to terminated employees, but without a town clerk or funds, a secret ballot would not be possible.

Ben Rines asked why the board was defying the wishes of the townspeople and cited the hardship people would face by not being able to vote by secret ballot. He said the townspeople were owed an explanation why the board did not trust people to go to the polls.

Bill Barnes speaking in favor of a secret ballot said that people had told him they look at the recommendations on the ballot and vote for the budget committee's recommendation, as they know the budget committee is looking out for the voters.

Steve Mehrl asked the board to consider putting a 3/12 funding question on the June 10 ballot.

Norman Guidoboni polled the selectmen on the number of people who had told them they didn't understand the ballot. Jeff Slack – 0; Tim Merry – a few; Pam – did not know but she had heard from people who wanted the open town meeting; Ed Polewarczyk – about 60%, and 2 out of 3 favored an open town meeting.

Bob Blagden said the majority of voters voted for a secret ballot (786 to 501) and it was the duty of the selectmen to uphold the vote.

George Green said the town would be lucky to get 5% of voters at an open town meeting and did not like 5% speaking for 95% of the people. He added that twice as many people would vote absentee rather than go to an open town meeting.

Steve Mehrl said because there are so many articles, he would prefer to read them at home rather than sit on a metal chair at open town meeting. He said it was important that the public understand the difficulty of wording the articles to say what they mean and the wording may be misleading.

Judy Colby moved to revisit how the town will vote on the town budget whether it is open town meeting or referendum. She said the board was doing a disservice to the people of the town and added that she had not heard from people who didn't know what they were voting for. The selectmen had put out information on the ballot items and she was in favor of a secret ballot.

Jeff Slack said at two previous open town meetings, half the voters had told him that they favored the open town meeting. He added that the voters can discuss and amend an issue at an open town meeting whereas with a secret ballot they can only vote an item up or down.

Pam Dunning said that in the past voters had been confused by questions on the ballot: they had voted no on the WCC generator because they thought it was the one for the municipal building. She added that in 2005 it was voted to go to a secret ballot but the year before it was turned down. She suggested asking the question again.

Tim Merry said that he has not had anyone express an opinion. His initial decision was to have an open town meeting, but now was concerned with the lack of absentee ballots. If absentee ballots represented 35% of the voters, that meant 65% could come to an open town meeting.

Ed Polewarczyk said in 2005 the people voted by a large majority for a secret ballot and the selectmen had attempted for a number of years to make the secret ballot work. He said the biggest issue is that with an up or down vote, the budget numbers can't change and process drags on and on. He said it is not a matter of trusting the voters, it is the only way the selectmen can meet their obligations. Some voters may be excluded, but in a democracy participation is needed. **Colby's motion failed on a 1-4-0 vote.**

In response to Steve Mehrl's question, Ed Polewarczyk said that the town approved a \$2 million bond; however, it appears less will be needed. The town owes \$502,000 to the RSU and the town will need \$700,000 for summer salaries. In addition, the town has authorized \$50,000 for the superintendent's needs. A bond will be issued when the total is known.

7. Department Head or Committee Chair Report

A. Commercial Waste Haulers - Ron Lear: Lear recommended no change in the fee schedule. **Jeff Slack moved to approve the commercial waste hauler fee of \$300. Vote 5-0-0.**

B. Update on Sewer and Water District joint project - Buck Rines: Rines, Tim Sawtell (Dirigo Engineering) and Chris Cossette (Water District) updated the board on the project which is being funded by a USDA \$974,000 loan and \$226,000 grant which should be approved within a month. The grant includes 1) An upgrade of force mains on Birch Point Road, pump stations #7, #8, and #9 to increase flows and reduce pumping time which will save operating energy costs. The Water District is also planning an upgrade to be funded by a grant. Both projects will be bid together and according to a draft Memorandum of Understanding, the bid would be awarded for the lowest overall price. 2) The Federal Street interceptor which will be cleaned, flushed and lined with a fiberglass pipe. 3) A partial upgrade of pump stations #10, #11, and #12 which are all over 30 years old. The Water District is on the same schedule and should be able to go to bid and start construction jointly with the Sewer Department.

8. Unfinished Business

A. Presentation on tabulators for Open Town Meeting: Jane Lafleur issued handheld tabulators to those present and demonstrated their use for voting at an open town meeting. Votes will remain anonymous and take the place of a hand vote. The machines are used for town meetings by Damariscotta and Newcastle. There is no limit to the number of questions that may be voted on. After the voting is closed, the tally of the votes is shown and a pie chart of the results is displayed. The results are given to the Town in an excel document. Lafleur has 400 units available; however, if more than that number of voters attend the open town meeting, the machines will not be used. The cost will be approximately \$1,100 **Pam Dunning moved to go forward with the use of the tabulators. Vote 4-1-0.**

9. New Business

A. Bids for washer extractor for Fire Department - The following bids were received:

Bergeron, Epsom, NH	\$6,389.00
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HSE, Portland	6,145.00
Fire Tech & Safety, Winthrop (3 bids)	5,207.50
	5,788.75
	6,781.25

Pam Dunning moved to authorize the Fire Chief and Town Manager to review and accept the lowest qualified bid. Vote 5-0-0.

B. Approval of Frank Sprague and Sprague’s Lobster as a vendor on the Main Street Pier: Judy Colby moved to approve Frank Sprague and Sprague’s Lobster as a vendor on the Main Street Pier. Vote 5-0-0.

C. Approval of Pamela Shockley and The Maine Craft Shack as a vendor on the Main Street Pier: Judy Colby moved to approve Pamela Shockley and The Maine Craft Shack as a vendor on the Main Street Pier. Vote 5-0-0.

D. Approval of Naomi Bonang and Two Bridges Regional Jail Industries as a vendor on the Main Street Pier: Judy Colby moved to approve Naomi Bonang and Two Bridges Regional Jail Industries as a vendor on the Main Street Pier. Vote 5-0-0.

E. Board approval of Healthy Kids request to put “Pinwheels for Prevention” on lawn in front of Town Office: Jeff Slack moved to approve putting “Pinwheels for Prevention” on lawn in front of town office. Vote 5-0-0.

10. Town Manager’s Report

A. Use of Scout Hall: Ed Polewarczyk, referring to a memo regarding the use of the Scout Hall by a for-profit organization, said the Town did not have a policy for, and has not allowed, the use of town buildings by for-profit groups. The memo to the board from Sue Varney said the Scout Hall was being used by Seeds of Knowledge Education Center who through what appeared to be a misunderstanding had rented the building from the Girl Scouts. Although it was suggested that the matter be brought up at the next meeting, it was the consensus that immediate action be taken. **Tim Merry moved to give the Town Manager the authority to remove the business immediately. Vote 5-0-0.**

B. Spirit of America Award: Ed Polewarczyk announced that the Spirit if America is looking for nominations of volunteer organizations located in Wiscasset to be considered for an award.

11. Other Business

At 8:37 p.m., Judy Colby moved to go into executive session pursuant to 1 M.R.S.A. §405 (6)(A) on a personnel matter. Vote 5-0-0. At 8:40 p.m., Pam Dunning moved to exit executive session. Vote 5-0-0.

At 8:42 p.m., Pam Dunning moved to go into executive session pursuant to 1 M.R.S.A. 405(6)(C). Vote 5-0-0. At 8:55 p.m., Tim Merry moved to exit executive session. Vote 5-0-0.

12. Adjournment

The meeting adjourned at 9 p.m.

Jc

TOWN OF WISCASSET

Memo

To: Wiscasset Board of Selectmen
From: T.J. Merry, Fire Chief and Roland Abbot, EMA/EMS Director
Date: 4/10/14
Re: removal of fir tree in front of Fire and EMA/EMS Department

The Fire and EMA/EMS Departments request removal of the tree for the following reasons:

- Removal of the tree will improve visibility and safety for emergency vehicles pulling out on to Route 1
- Enhance visibility and safety for vehicles traveling on Route 1 by enabling vehicles to see Ambulances and Fire trucks exiting the garage and pulling on to Route 1
- Removal will create up to 12 parking spaces for emergency services
- The only negative we anticipate is the loss of a large, older tree

9a

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TOWN OF WISCASSET
Main Street Pier
2014 Vendor Permit Application

APPLICANT NAME: Robert S. Jones

BUSINESS NAME: Ridgeback Pottery

MAILING ADDRESS: 125 Western Rd. Warren, ME 04864

PHONE NUMBER: 273-3614

EMAIL ADDRESS: nanjones@tds.net ridgebac@tds.net

SEASONAL PERMIT: \$400 (10' X 20') or \$600 (30' x 34')

WINTER RENTAL PERMIT: \$300 (10' X 20') or \$400 (30' x 34')

DAY USE PERMIT: DATE(s): _____ \$25

FOR PROFIT NON PROFIT

DESCRIPTION OF ALL BUSINESS ACTIVIES THAT WILL TAKE PLACE ON SITE: _____

Making and selling pottery

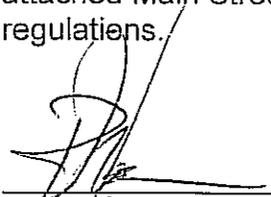
REQUEST FOR APPROVAL OF ACCESSORY FURNITURE: (please list all furniture and size and attached a sketch of placement)

I REQUEST ELECTRICAL SERVICE: 110 Volt outlet)

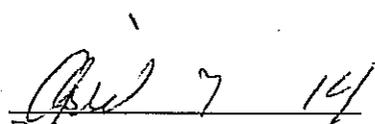
\$100/season or \$5/day additional use will be billed by the Town

- ATTACH A CERTIFICATE OF INSURANCE, NAMING THE TOWN OF WISCASSET AS AN ADDITIONAL INSURED.
- ATTACH A PHOTO OR SKETCH OF THE PROPOSED STRUCTURE.

I represent that all of the above information is true and correct. I have read the attached Main Street Pier Policies and agree that I will comply with all rules and regulations.



Signature



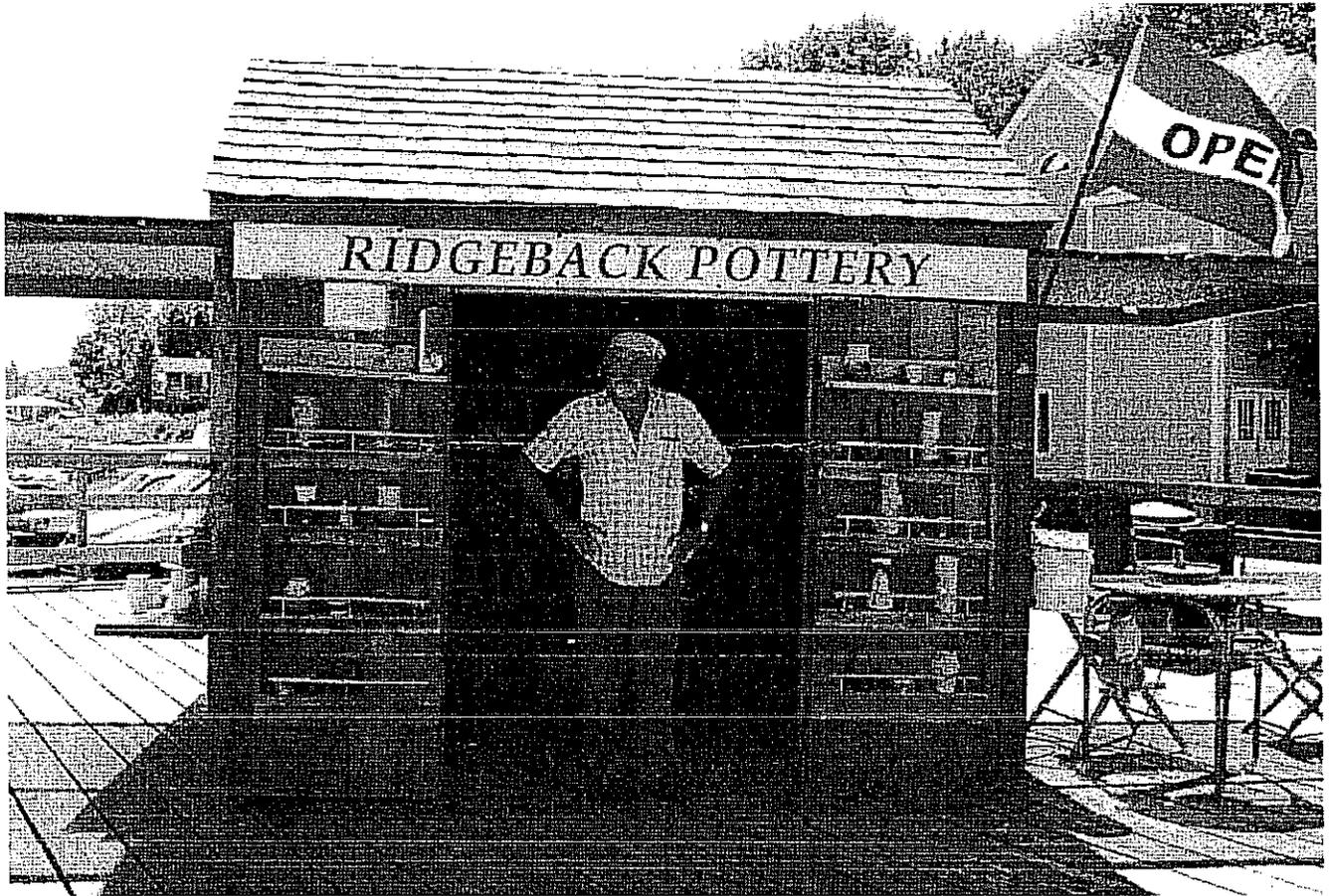
Date:

Office use only

Permit fee _____
Electric fee _____
Total amount _____
Approval Date _____
Assigned location _____
Issue date _____
Expiration date _____

Recommended _____ Not Recommended _____ by Waterfront Committee

Authorized by _____



Wiscasset Municipal Airport
Current and Proposed Rates and Charges



9b

Fee	Current Rate	Proposed Rate (eff. 5/1/14)
Landing Fee:	\$0	\$0
Ramp Fee (MGTOU ≥ 6,000#):	\$25	\$50
Hangar Storage (Month):	\$200	\$225
Hangar Storage (Night):	\$20	\$25
Hangar Cold Storage (not movable) (Month):	\$150	\$150
Apron Tie Down (Month):	\$20	\$30
Apron Tie Down (night):	\$0	\$10**
Conference Room Rental:	Not set	\$25/day*
Hangar Land Lease (developed site without town water/septic hookup):	\$0.18/sf	\$0.20/sf Calculated at 125% of hangar footprint
Hangar Land Lease (developed site with water and septic connection)	Not set	\$0.25/sf Calculated at 125% of hangar footprint
Hangar Land Lease (undeveloped site):	Not set	\$0.05/sf Calculated over entire undeveloped lease area
Aircraft Oil:	\$1.00 over wholesale	\$1.00 over wholesale
Aviation Gas (100LL):	\$0.50 gallon + 2% over wholesale	\$0.60 gallon over wholesale
Jet A Fuel:	\$1.50 gallon + 2% over wholesale	\$1.75 gallon over wholesale
Office Lease Rate:	\$7.20/sf (year)	\$7.50/sf (year)
Electricity Surcharge:	Town rate for service over 1,000 kWh/month	No change

* No charge for non-profit organizations and airport sponsored events

** Waived at discretion of the FBO with fuel purchase

9c

HANGER LAND LEASE AGREEMENT
BETWEEN
TOWN OF WISCASSET
AND
David MacDonald
STREET
CITY, STATE, ZIP

This Lease is made this 15th day of April 2014.

WHEREAS the Inhabitants of the Municipality of Wiscasset, Maine, a body corporate located at Wiscasset, Lincoln County, Maine (hereinafter, Lessor) owns and operates a municipal airport situated in Wiscasset, Maine; and

WHEREAS David MacDonald with an address at _____ (hereinafter, Lessee) wishes to construct a building for aircraft storage (herein referred to as hangar) at the Lessor's airport with the intent of occupying the hangar; and

WHEREAS, the Lessee will use the premises primarily for the storage of aircraft however nothing in this lease shall be construed so as to limit the activity in the proposed hangar structure to non-commercial activities, it being the intent of the parties to attract aviation related businesses and related commercial activities to this project site. This may include the construction and maintenance of aircraft and businesses dependent upon immediate access to air transportation.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessor hereby leases to the Lessee the following premises, rights, and easements on and to the airport upon the following terms and conditions.

- 1. Property Description.** The Town leases to the Lessee the following described portion of the Airport, which, unless specifically stated otherwise, is referred to in this Agreement as the "Leased Premises". A parcel of land approximately 60 feet wide by 60 feet long and containing approximately 3,600 square feet, which is more specifically shown as D1 on Exhibit 1 which is attached to and made a part of this Agreement. This parcel will be used for the construction of a hanger facility by Lessee which will be used for the following purposes: the inside construction and storage of aircraft owned by Lessee, and the storage of related materials and supplies. Lessee accepts the Leased Premises in its present condition and, without expense to the County, will maintain any installations thereon.
- 2. Construction.** Lessee shall construct an aircraft hangar on the Leased Premises. Lessee shall have all construction plans, including site preparation approved, and permits issued by the Town prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Lessee is prohibited from deviating from the Town approved construction plans without written permission from the Town. Construction must begin within six (6) months from the execution of this Agreement and must be completed within twelve (12) months from the time construction begins. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld.

Lessee shall have the right to connect to the Town's water well and septic system located approximately as shown on Exhibit 1. The Lessee is responsible for taping the water line and septic, and making all necessary connections and restoring the ground to its original condition, including backfilling of any trenches and repaving as necessary.

Lessee understands that restoration of any and all portions of the Airport, which are disturbed, by Lessee or its contractors during construction shall be restored at Lessee's sole expense to the same condition as before construction began.

The lessee must submit to the Federal Aviation Administration (FAA) Form 7460-1, *Notice of Proposed Alteration or Construction*. A copy of the FAA determination shall be submitted to the Airport Manager prior to the start of construction.

It is intended that any such hangar shall become the property of the Lessor at the termination of this lease, so no hangar shall be removed from the premises without the consent of the Lessor.

- 3. Term.** Unless otherwise terminated in accordance with the provisions of this lease, the agreements under this lease shall commence on May 1, 2014 and extend for a period of 20 years and then shall automatically renew 9 times for 5 year periods each time for a total of 65 years from the date set forth above, unless sooner terminated in accordance with the terms of this lease. At the termination of this lease (whether at the expiration of the term, by mutual consent of Town and Tenant, upon eviction of the Tenant, or otherwise) the hangar buildings and all fixtures and other improvements in and on them, and all other improvements on the leased premises, shall become the sole and exclusive property of the Town at no cost to the Town.
- 4. Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described a yearly rental of \$750.00 for years one (1) through (20). Rent for the first year will be \$500.00, and will be due within seven (7) days of the commencement date of the term of this Agreement. At the beginning of each of the remaining five-year periods of this lease, starting in 2035, rental payments to the Town shall be based on the current Wiscasset Airport Rates and Fees as established by the Wiscasset Board of Selectman. However, in no case will a single adjustment upward exceed five percent nor shall the rental fee ever decrease (it being the intent of the parties that rent modifications be upward only). This payment shall be due and payable no later than 30 days from the date on which the Town bills the Tenant. All payments under this lease shall be made payable to the Town of Wiscasset and delivered to the Wiscasset Town Treasurer at the Town Office, 51 Bath Road, Wiscasset, Maine, 04578, or other such address as may be identified in writing by the Town to the Tenant.
- 5. Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including the runway, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft. Lessee may not drive motor vehicles on the airport movement areas (taxiway and runway) without express written permission of the airport manager.
- 6. Laws and Regulations.** The leased premises and the Lessee's hangar shall not be used for any commercial purposes; however, this prohibition shall not preclude the Lessee or his employee from conducting maintenance on the Lessee's own aircraft or preclude the Lessee from sub-letting the premises and the hangar. The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport.
- 7. Environmental Cleanup.** Lessee agrees to immediately notify the Airport Manager, or another agent of the Lessor, and all other authorities having jurisdiction in the event of a fuel or gas spill greater than two (2) gallons. Tenant further agrees to remove and clean up any spillage of fuel or other chemicals in compliance with all applicable local, state, and federal rules and regulations, and to repair any and all damages caused by such a spill or clean-up operation, consistent with the terms of this Agreement.
- 8. Representation.** The Lessor shall, in all matters respecting this lease, be represented by the Town of Wiscasset's Board of Selectmen or their designee. Lessee understands that if the Lessor gives leases to other persons or entities to construct hangars at the Wiscasset Airport these other leases need not contain any of the provisions contained in this lease and may contain provisions not included in this lease.
- 9. No Waiver.** Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee shall not be deemed a waiver by the Lessor of any rights under this Lease.
- 10. Insurance.** The Lessee shall hold the Lessor harmless from all claims of whatever nature for damage to

persons or property in, on, or from the hangar, its appurtenances or the leased premises. Lessee shall purchase and maintain insurance coverage for both personal injury liability and/or property damage liability sufficient to indemnify Lessor from any claims that may arise from Lessee's occupancy of the leased premises. Lessee shall provide to Lessor a certificate of insurance that includes proof of General Liability, Airport Liability and Hangerkeepers Liability with a limit of liability not less than the \$400,000 and naming the Lessor as an additional insured. Lessor shall have the right to require Lessee to increase the coverage limits up to the liability limits under the Maine Tort Claims Act (14 M.R. S.A. 8101 et seq.) as the same may be amended from time to time. The Lessee shall provide proof yearly to the Lessor that this policy is in full force and effect.

- 11. Maintenance of Buildings.** The Lessee will maintain his hangar, its appurtenances and the surrounding leased land in good order and promptly make such repairs, as are necessary and such repairs and alterations as the Lessor may direct. Lessor shall also have the right to direct the Lessee to do anything that the Lessor deems necessary to keep the outside of the hangar neat and attractive. Any repairs, alterations or work done to or on the hangar at the Lessor's direction shall be done at the Lessee's own expense. In the event of fire or any other casualty to the Lessee's hangar, the Lessee shall either repair or replace the hangar or remove the damaged hangar and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 12. Right to Inspect.** The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. The Lessor may enter to view and to expel the Lessee if the Lessee fails to make any payment provided for in this Lease when due, if the lessee makes or suffers any strip or waste of the leased premises or the hangar, if the Lessee fails to quit and surrender the leased premises to the Lessor at the end of the term, or if the Lessee violates any of the covenants of this Lease.
- 13. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee and the hangar and its appurtenances. If a court of competent jurisdiction determines that a tax on the hangar or its appurtenances is inapplicable, then the Lessee agrees to pay to the Lessor, in addition to any other charges hereunder, a yearly rental fee in an amount equal to what the tax on the hangar and its appurtenances would have been in that year had the tax been applicable. This fee shall be due and payable within 60 days of the date that the tax, if applicable, would have been due and payable.
- 14. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 15. Title.** Title to the hangar erected by the Lessee shall remain with the Lessee during the initial term of this lease and any extension of this lease. The Lessee may transfer the title to the hangar to the subsequent assignee of this lease, upon such terms as the Lessee may choose, only in conjunction with a Lessor-approved assignment of this lease
- 16. Encumbrances.** The Lessee shall allow no liens, mortgages or other encumbrances to attach to the hangar or the leased premises without the Lessor's prior approval.
- 17. Snow Removal.** The Lessor agrees to provide snow removal services to the Lessee's leased premises in the hangar area, except within five (5) feet of the apron side of the hangar. Snow removal shall be accomplished only after the runway, taxiways, aprons and airport access roads have been first cleared.
- 18. Lease Transfer.** The Lessee may not, at any time during the term of this lease, assign this lease without the consent of the Lessor. However, Lessee may sub-let the leased premises and its hangar.

- 19. Airport Development.** The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- 20. Termination of Lease.** At the termination of this lease, whether at the expiration of the term, by mutual consent of the Lessor and Lessee, upon eviction of the Lessee, or otherwise, the hangar and all fixtures located in and on it shall become the sole and exclusive property of the Lessor. The Lessee shall quit and deliver up the hangar and the leased land to the Lessor or its attorney, peaceable and quietly, at the end of the term, in good order and condition. In addition, at the termination of this Lease, the Lessee shall deliver to the Lessor any keys to the hangar that the Lessee might possess. In the event that the hangar or an approved replacement hangar is not on the leased land for eighteen consecutive months (whether because of failure to construct the original hangar, or because of destruction of the original hangar and failure to construct a replacement hangar, or otherwise), this Lease shall automatically terminate at the end of the eighteen month period and the Lessee shall have no further claim to the premises.
- 21. Subordination Clause.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Maine 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 or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Maine.
- 22. Arbitration.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

All the covenants and agreements in this Lease shall extend to, and be obligatory upon, the parties hereto and their heirs, personal representatives, successors and assigns.

As approved by the Wiscasset Board of Selectman on the 15th day of April 2014.

Donald Gerrish
Interim Town Manager

Date

FOR THE TENANT:

David MacDonald

Date

The above named Donald Gerrish, Interim Town Manager of Wiscasset did personally appear before me. This individual acknowledges the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said municipality.

Before me,

[SEAL]

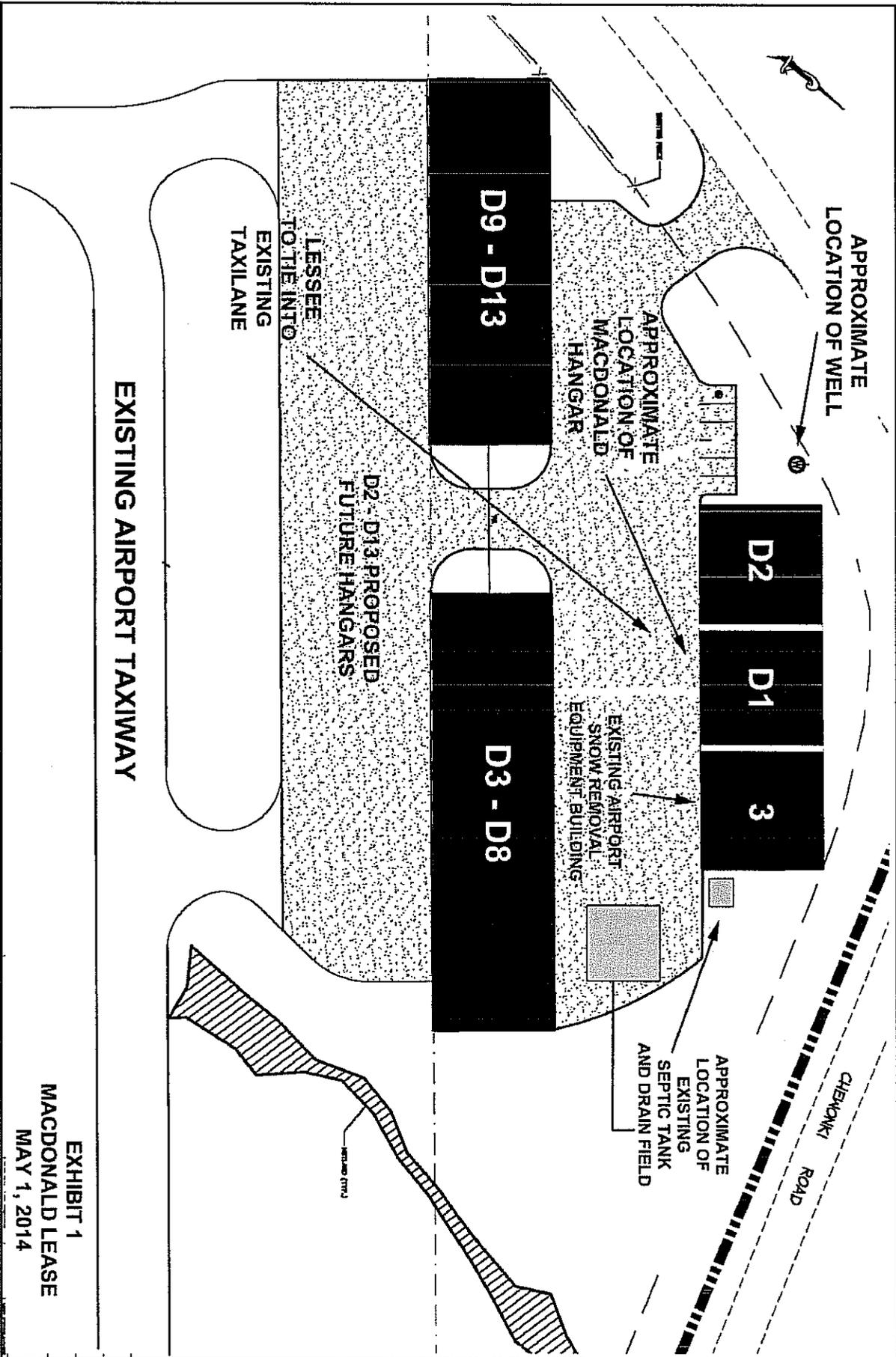
Notary Public/Attorney at Law

The above named David MacDonald did personally appear before me. This individual acknowledges the foregoing instrument to be his free act and deed in her said capacity and the free act and deed of said corporation.

Before me,

[SEAL]

Notary Public/Attorney at Law



**EXHIBIT 1
MACDONALD LEASE
MAY 1, 2014**