

AGENDA
FREEPORT TOWN COUNCIL MEETING #7-97
COUNCIL CHAMBERS
FEBRUARY 25, 1997 - 6:30 P.M.

SPECIAL NOTE: THIS AGENDA IS A WORKING AGENDA THAT INCLUDES BACKGROUND INFORMATION AND IS FOR DISTRIBUTION TO COUNCIL MEMBERS ONLY.

FROM: DALE C. OLMSTEAD, JR.

TO: GENIE BEAULIEU, CHAIRPERSON, LARUE DRIVE
EDWARD CAMPBELL, VICE CHAIRPERSON, GAY DRIVE
ALAN HINDLEY, WARDTOWN ROAD
KENNETH MANN, MANN ROAD
CHARLOTTE BISHOP, MAQUOIT DRIVE
STAFFORD SOULE, ARNOLD ROAD
DAVID SOLEY, ARNOLD ROAD

FIRST ORDER OF BUSINESS: TO WAIVE THE READING OF THE MINUTES OF #5-97 FEBRUARY, 4 1997 AND #6-97 FEBRUARY 5, 1997 AND ACCEPT THE MINUTES AS PRINTED.

SECOND ORDER OF BUSINESS:
PUBLIC COMMENT PERIOD - 30 MINUTES
(NON-AGENDA ITEMS ONLY)

THIRD ORDER OF BUSINESS: TO TAKE ACTION ON THE FOLLOWING ITEMS OF BUSINESS AS READ BY THE COUNCIL CHAIRPERSON.

**FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997**

ITEM #21-97 TO CONSIDER ACTION RELATIVE TO APPLICATIONS FOR VICTUALER LICENSES FOR PAUL KELLY, CUONG CHI LY, THOMAS HUDAK, RICHARD MICHAEL OLSON, JENNIFER HESELTON, DEBORAH NICHOLSON, RICHARD A. SAIOCOLO, AND LLOYD LAWRENCE. (PUBLIC HEARING).

MOTION: THAT THE COUNCIL ADJOURN AND THE LICENSING BOARD CONVENE. (Voice Vote)

ROLL CALL OF MEMBERS:

**CHARLOTTE BISHOP
GENIE BEAULIEU
ALAN HINDLEY
STAFFORD SOULE
PAT GOODWIN**

**DAVID SOLEY
KENNETH MANN
EDWARD CAMPBELL
DALE OLMSTEAD**

MOTION: THAT THE FOLLOWING APPLICATIONS FOR VICTUALER LICENSES BE SUBJECT TO PUBLIC HEARING. (Voice Vote)

PAUL KELLY, D/B/A R.E. MANAGEMENT (PEDDLER PRIVATE PROPERTY), 76 MAIN STREET, FREEPORT.

CUONG CHI LY, D/B/A CHINA ROSE RESTAURANT, LY-SU CORPORATION, 10 SCHOOL STREET, FREEPORT.

THOMAS HUDAK, D/B/A MAPLE-HEDGE BED & BREAKFAST, 22 PARK STREET, FREEPORT.

RICHARD MICHAEL OLSON, D/B/A FREEPORT COUNTRY CLUB, 7 OLD COUNTY ROAD, FREEPORT.

JENNIFER HESELTON, D/B/A THE FREEPORT COFFEE COMPANY, 5 BOW STREET, FREEPORT.

DEBORAH NICHOLSON, D/B/A KENDALL TAVERN BED & BREAKFAST, 213 MAIN STREET, FREEPORT.

RICHARD A. SAIOCOLO, D/B/A FREEPORT TACO BAY, INC., 49 MAIN STREET, FREEPORT.

LLOYD LAWRENCE, D/B/A MAPLE HILL BED & BREAKFAST, 18 MAPLE AVENUE, FREEPORT.

MOTION: THAT THE PUBLIC HEARING BE CLOSED. (Voice Vote)

BE IT ORDERED: THAT THE APPLICATIONS ISSUED TO THE ABOVE NAMED APPLICANTS BE APPROVED. (Roll Call)

MOTION: THAT THE LICENSING BOARD ADJOURN AND THE COUNCIL RECONVENE. (Voice Vote)

ITEM #22-97 TO CONSIDER ACTION RELATIVE TO AN APPLICATION FOR A FULL-TIME MALT, SPIRITUOUS, AND VINOUS LICENSE FOR CUONG LY (PUBLIC HEARING).

MOTION: THAT THE FOLLOWING APPLICATION FOR A FULL-TIME MALT, SPIRITUOUS, AND VINOUS LICENSE BE SUBJECT TO PUBLIC HEARING. (Voice Vote)

CUONG LY, D/B/A, CHINA ROSE RESTAURANT, 10 SCHOOL STREET
FREEPORT.

MOTION: THAT THE PUBLIC HEARING BE CLOSED. (Voice Vote)

BE IT ORDERED (Roll Call): THAT THE APPLICATION ISSUED TO THE ABOVE NAMED APPLICANT BE APPROVED. (Roll Call)

ITEM #23-97 TO CONSIDER ACTION RELATIVE TO APPLICATIONS FOR SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT (PUBLIC HEARING).

MOTION: THAT THE FOLLOWING SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT BE SUBJECT TO PUBLIC HEARING. (Voice Vote)

NANCY GRAY, D/B/A, HARRASEEKET INN, 162 MAIN STREET, FREEPORT.

RICHARD PFEFFER, D/B/A, GRITTY MC DUFF'S, 183B LOWER MAIN STREET, FREEPORT.

BE IT ORDERED: THAT THE APPLICATIONS FOR SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT ISSUED TO THE ABOVE NAMED APPLICANTS BE APPROVED. (Roll Call)

ITEM #24-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO THE PLANNING BOARD.

BE IT ORDERED: THAT BARBARA MCPHETERS BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE PLANNING BOARD UNTIL MAY 1, 2000.

BE IT FURTHER ORDERED: THAT MS. MCPHETERS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. (Roll Call)

**FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997**

ITEM #25-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO THE TRAFFIC AND PARKING COMMITTEE.

BE IT ORDERED: THAT GLORIA FOGG DEGRANDPRE BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE TRAFFIC AND PARKING COMMITTEE UNTIL DECEMBER 1, 1997.

BE IT FURTHER ORDERED: THAT MS. FOGG DEGRANDPRE QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. (Roll Call)

ITEM #26-97 TO CONSIDER ACTION RELATIVE TO A RE-APPOINTMENT TO THE WINSLOW PARK COMMISSION.

BE IT ORDERED: THAT WILLIAM ROSS BE RE-APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE WINSLOW PARK COMMISSION UNTIL MARCH 1, 2000.

BE IT FURTHER ORDERED: THAT MR. ROSS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. (Roll Call)

ITEM #27-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO WINSLOW PARK COMMISSION.

BE IT ORDERED: THAT JEAN EVANS BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE WINSLOW PARK COMMISSION UNTIL MARCH 1, 2000.

BE IT FURTHER ORDERED: THAT MS. EVANS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. (Roll Call)

ITEM #28-97 TO CONSIDER ACTION RELATIVE TO AN OPTION AGREEMENT FOR THE PURCHASE OF PROPERTY FOR THE PURPOSE OF DEVELOPING AN OUTDOOR RECREATIONAL FACILITY.

BE IT ORDERED: THAT THE OPTION AGREEMENT BETWEEN THE TOWN OF FREEPORT AND MARGARET AND SCOTT KEITH FOR THE PURCHASE OF PROPERTY OFF THE HUNTER ROAD (TAX MAP 22, LOT 40) BE APPROVED. (Roll Call)

ITEM #29-97 TO CONSIDER ACTION RELATIVE TO A SETTLEMENT WITH COMMERCIAL PROPERTIES, INC. FOR SERVICES RENDERED IN CONNECTION WITH THE LEASING OF THE B.H. BARTOL LIBRARY BUILDING.

BE IT ORDERED: THAT \$39,400 BE EXPENDED FROM THE PROCEEDS OF THE SALE OF LAND FROM THE NEW LIBRARY PROPERTY AS PAYMENT IN FULL FOR SERVICES RENDERED BY COMMERCIAL PROPERTIES, INC. IN THE LEASING OF THE B.H. BARTOL LIBRARY BUILDING. (Roll Call)

ITEM #30-97 TO CONSIDER ACTION RELATIVE TO AN EXPENDITURE OF FUNDS FROM THE CABLE T.V. RESERVE ACCOUNT.

BE IT ORDERED: THAT UP TO \$1,000 BE EXPENDED FROM THE CABLE T.V. RESERVE ACCOUNT TO PROVIDE FOR MODIFICATION TO THE CABLE T.V. STUDIO. (Roll Call)

ITEM #31-97 TO CONSIDER ACTION RELATIVE TO A PROPOSED LEASE FOR THE FORMER SOULE SCHOOL BUILDING IN SOUTH FREEPORT

MOTION: THAT THE MUNICIPAL FACILITIES COMMITTEE REPORT ON ITS RECOMMENDATION. (Voice Vote)

BE IT ORDERED: THAT THE PROPOSED LEASE BETWEEN THE TOWN OF FREEPORT AND THE BRUNSWICK WALDORF SCHOOL ASSOCIATION FOR THE FORMER SOULE SCHOOL BUILDING IN SOUTH FREEPORT, BE APPROVED. (Roll Call)

ITEM #32-97 TO CONSIDER ACTION RELATIVE TO THE ADOPTION OF AN ANNUAL CITIZEN OF THE YEAR AWARD.

MOTION: THAT THE SPECIAL PROJECTS COMMITTEE REPORT ON ITS RECOMMENDATION. (Voice Vote)

BE IT ORDERED: THAT THE RECOMMENDATION OF THE SPECIAL PROJECTS COMMITTEE CONCERNING THE ADOPTION OF AN ANNUAL CITIZEN OF THE YEAR AWARD BE ACCEPTED. (Roll Call)

ITEM #33-97 TO CONSIDER ACTION RELATIVE TO SELECTING LEGAL COUNCIL TO ASSIST IN CABLE T.V. FRANCHISE NEGOTIATIONS.

BE IT ORDERED: THAT _____ BE ENGAGED TO REPRESENT THE TOWN OF FREEPORT AS LEGAL COUNCIL IN CABLE T.V. FRANCHISE NEGOTIATIONS. (Roll Call)

ITEM #34-97 TO CONSIDER ACTION RELATIVE TO AN AGREEMENT BETWEEN THE FREEPORT SEWER DISTRICT AND THE TOWN OF FREEPORT CONCERNING THE STATUTORY LIEN PROCESS.

BE IT ORDERED: THAT THE TOWN OF FREEPORT ENTER INTO AN AGREEMENT WITH THE FREEPORT SEWER DISTRICT DATED FEBRUARY 12, 1997 CONCERNING PROPERTIES ACQUIRED THROUGH THE STATE STATUTORY LIEN PROCESS.

BE IT FURTHER ORDERED: THAT THE TOWN MANAGER BE AUTHORIZED TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN OF FREEPORT. (Roll Call)

ITEM #35-97 TO CONSIDER ACTION RELATIVE TO THE ADOPTION OF AN ORDINANCE PROHIBITING CAMPING ON PUBLIC STREETS AND IN PARKING LOTS. (CHAPTER 47)

BE IT ORDERED: THAT A PUBLIC HEARING BE SCHEDULED FOR MARCH 18, 1997 AT 7:00 P.M. IN THE TOWN HALL CONFERENCE CHAMBERS TO DISCUSS THE ADOPTION OF AN ORDINANCE PROHIBITING CAMPING ON PUBLIC STREETS AND IN PARKING LOTS.

BE IT FURTHER ORDERED: THAT 30 COPIES BE MADE AND DISTRIBUTED EQUALLY BETWEEN THE TOWN CLERK'S OFFICE AND THE B.H. BARTOL LIBRARY FOR INSPECTION BY CITIZENS. (Roll Call)

OTHER BUSINESS:

1. Request for use of space at the Merriconeag School by the South Freeport Church.

COMMITTEE REPORTS:

MINUTES
FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997 - 6:30 P.M.

<u>CHAIRPERSON'S CALL TO ORDER:</u>	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Genie Beaulieu, Chairperson Larue Drive	X		
Edward Campbell, Vice-Chairperson Gay Drive	X		
Alan Hindley Wardtown Road	X		
Kenneth Mann Mann Road	X		
Charlotte Bishop Maquoit Drive	X (late 6:35 P.M.)		
Stafford Soule Arnold Road	X		
David Soley Arnold Road	X (late 6:40 P.M.)		

FIRST ORDER OF BUSINESS: TO WAIVE THE READING OF THE MINUTES OF MEETING #5-97 HELD ON FEBRUARY 4, 1997 AND MEETING #6-97 HELD ON FEBRUARY 5, 1997 AND ACCEPT THE MINUTES AS PRINTED.

MOVED AND SECONDED: TO WAIVE THE READING OF THE MINUTES OF MEETING #5-97 HELD ON FEBRUARY 4, 1997 AND MEETING #6-97 HELD ON FEBRUARY 5, 1997 AND ACCEPT THE MINUTES AS PRINTED. (Councilors Campbell & Soule) (5 Ayes) (2 Absent-Bishop, Soley)

SECOND ORDER OF BUSINESS: PUBLIC COMMENT PERIOD - 30 MINUTES.
(There were no public comments this evening.)

MOVED AND SECONDED: TO CLOSE THE PUBLIC COMMENT PERIOD. (Councilors Campbell & Hindley) (6 Ayes) (1 Absent-Soley)

THIRD ORDER OF BUSINESS: TO TAKE ACTION ON THE FOLLOWING ITEMS OF BUSINESS AS READ BY THE COUNCIL CHAIRPERSON.

ITEM #21-97 TO CONSIDER ACTION RELATIVE TO APPLICATIONS FOR VICTUALER LICENSES FOR PAUL KELLY, CUONG CHI LY, THOMAS HUDAK, RICHARD MICHAEL OLSON, JENNIFER HESELTON, DEBORAH NICHOLSON, RICHARD A. SAIOCOLO, AND LLOYD LAWRENCE. (PUBLIC HEARING).

**FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997**

MOVED AND SECONDED: THAT THE COUNCIL ADJOURN AND THE LICENSING BOARD CONVENE. (Councilors Campbell & Bishop) (6 Ayes) (1 Absent-Soley)

ROLL CALL OF MEMBERS:

CHARLOTTE BISHOP-present
GENIE BEAULIEU-present
ALAN HINDLEY-present
STAFFORD SOULE-present
PAT GOODWIN-present

DAVID SOLEY-absent
KENNETH MANN-present
EDWARD CAMPBELL-present
DALE OLMSTEAD-present

MOVED AND SECONDED: THAT THE FOLLOWING APPLICATIONS FOR VICTUALER LICENSES BE SUBJECT TO PUBLIC HEARING.

PAUL. KELLY, D/B/A R.E. MANAGEMENT (PEDDLER PRIVATE PROPERTY), 76 MAIN STREET, FREEPORT.

CUONG CHI LY, D/B/A CHINA ROSE RESTAURANT, LY-SU CORPORATION, 10 SCHOOL STREET, FREEPORT.

THOMAS HUDAK, D/B/A MAPLE-HEDGE BED & BREAKFAST, 22 PARK STREET, FREEPORT.

RICHARD MICHAEL OLSON, D/B/A FREEPORT COUNTRY CLUB, 7 OLD COUNTY ROAD, FREEPORT.

JENNIFER HESELTON, D/B/A THE FREEPORT COFFEE COMPANY, 5 BOW STREET, FREEPORT.

DEBORAH NICHOLSON, D/B/A KENDALL TAVERN BED & BREAKFAST, 213 MAIN STREET, FREEPORT.

RICHARD A. SAIOCOLO, FREEPORT TACO BAY, INC., D/B/A/ TACO BELL, 49 MAIN STREET, FREEPORT.

LLOYD LAWRENCE, D/B/A MAPLE HILL BED & BREAKFAST, 18 MAPLE AVENUE, FREEPORT.
(Councilors Campbell & Soule) (8 Ayes) (1 Absent-Soley)

MOVED AND SECONDED: THAT THE PUBLIC HEARING BE CLOSED.
(Councilors Campbell & Bishop) (8 Ayes) (1 Absent-Soley)

BE IT ORDERED: THAT THE APPLICATIONS ISSUED TO THE ABOVE NAMED APPLICANTS BE APPROVED. ROLL CALL VOTE (Councilors Campbell & Bishop) (8 Ayes) (1 Absent-Soley)

MOVED AND SECONDED: THAT THE LICENSING BOARD ADJOURN AND THE COUNCIL RECONVENE. (Councilors Campbell & Bishop) (8 Ayes) (1 Absent-Soley)

**FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997**

ITEM #22-97 TO CONSIDER ACTION RELATIVE TO AN APPLICATION FOR A FULL-TIME MALT, SPIRITUOUS, AND VINOUS LICENSE FOR CUONG LY (PUBLIC HEARING).

MOVED AND SECONDED: THAT THE FOLLOWING APPLICATION FOR A FULL-TIME MALT, SPIRITUOUS, AND VINOUS LICENSE BE SUBJECT TO PUBLIC HEARING.

CUONG LY, D/B/A, CHINA ROSE RESTAURANT, 10 SCHOOL STREET, FREEPORT.

(Councilors Bishop & Soule) (7 Ayes) (0 Nays)

MOVED AND SECONDED: THAT THE PUBLIC HEARING BE CLOSED.
(Councilors Bishop & Soule) (7 Ayes) (0 Nays))

BE IT ORDERED: THAT THE APPLICATION ISSUED TO THE ABOVE NAMED APPLICANT BE APPROVED. ROLL CALL VOTE (Councilors Bishop & Campbell) (7 Ayes) (0 Nays)

ITEM #23-97 TO CONSIDER ACTION RELATIVE TO APPLICATIONS FOR SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT (PUBLIC HEARING).

MOVED AND SECONDED: THAT THE FOLLOWING SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT BE SUBJECT TO PUBLIC HEARING.

NANCY GRAY, D/B/A, HARRASEEKET INN, 162 MAIN STREET, FREEPORT.

RICHARD PFEFFER, D/B/A, GRITTY MC DUFF'S, 183B LOWER MAIN STREET, FREEPORT.

(Councilors Soule & bishop) (7 Ayes) (0 Nays)

BE IT ORDERED: THAT THE APPLICATIONS FOR SPECIAL AMUSEMENT PERMITS FOR DANCING AND ENTERTAINMENT ISSUED TO THE ABOVE NAMED APPLICANTS BE APPROVED. ROLL CALL VOTE (Councilors Soule & Bishop) (7 Ayes) (0 Nays)

ITEM #24-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO THE PLANNING BOARD.

BE IT ORDERED: THAT BARBARA MCPHETERS BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE PLANNING BOARD UNTIL MAY 1, 2000. BALLOT VOTE (Councilors Hindley & Bishop) (7 Ayes) (0 Nays)

**FREEPORT TOWN COUNCIL MEETING #7-97
FEBRUARY 25, 1997**

BE IT FURTHER ORDERED: THAT MS. MCPHETERS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. ROLL CALL VOTE (Councilors Hindley & Campbell) (7 Ayes) (0 Nays)

ITEM #25-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO THE TRAFFIC AND PARKING COMMITTEE.

Councilor Hindley stated that this candidate was nominated as a representative from the Planning Board.

BE IT ORDERED: THAT GLORIA FOGG DEGRANDPRE BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE TRAFFIC AND PARKING COMMITTEE UNTIL DECEMBER 1, 1997. BALLOT VOTE (Councilors Soley & Bishop) (7 Ayes) (0 Nays)

BE IT FURTHER ORDERED: THAT MS. FOGG DEGRANDPRE QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. ROLL CALL VOTE (Councilors Soley & Campbell) (7 Ayes) (0 Nays)

ITEM #26-97 TO CONSIDER ACTION RELATIVE TO A RE-APPOINTMENT TO THE WINSLOW PARK COMMISSION.

BE IT ORDERED: THAT WILLIAM ROSS BE RE-APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE WINSLOW PARK COMMISSION UNTIL MARCH 1, 2000. BALLOT VOTE (Councilors Mann & Campbell) (7 Ayes) (0 Nays)

BE IT FURTHER ORDERED: THAT MR. ROSS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. ROLL CALL VOTE (Councilors Mann & Campbell) (7 Ayes) (0 Nays)

ITEM #27-97 TO CONSIDER ACTION RELATIVE TO AN APPOINTMENT TO WINSLOW PARK COMMISSION.

BE IT ORDERED: THAT JEAN EVANS BE APPOINTED EFFECTIVE IMMEDIATELY, TO SERVE AS A MEMBER OF THE WINSLOW PARK COMMISSION UNTIL MARCH 1, 2000. BALLOT VOTE (Councilors Bishop & Campbell) (7 Ayes) (0 Nays)

BE IT FURTHER ORDERED: THAT MS. EVANS QUALIFY BY SWEARING AN OATH OF OFFICE BEFORE THE TOWN CLERK BY MARCH 7, 1997. ROLL CALL VOTE (Councilors Bishop & Mann) (7 Ayes) (0 Nays)

ITEM #28-97 TO CONSIDER ACTION RELATIVE TO AN OPTION AGREEMENT FOR THE PURCHASE OF PROPERTY FOR THE PURPOSE OF DEVELOPING AN OUTDOOR RECREATIONAL FACILITY.

BE IT ORDERED: THAT THE OPTION AGREEMENT BETWEEN THE TOWN OF FREEPORT AND MARGARET AND SCOTT KEITH FOR THE PURCHASE

OF PROPERTY OFF THE HUNTER ROAD (TAX MAP 22, LOT 40) BE
APPROVED.

(Councilors Campbell & Bishop)

Councilor Campbell stated that this property was previously looked at by the Town for recreational property and has now come forward as the primary selected piece, located adjacent to Hedgehog Mountain and the Recycling Center, with an estimated 90+ acres. This option formalizes the potential agreement between the Town and the Keiths; what follows is to examine the property to assure it meets the standards for purposes we are looking for.

Councilor Mann stated that we are doing two things, tying up the property and authorizing a considerable amount of work to be done on the property; he asked what the cost would be under #8 of the Option Agreement.

Manager Olmstead stated that the Recreation Committee is looking into this and will coming before the Council at the March 18, 1997 meeting, with a request that they be appointed as a building committee and requesting needed funds at that time.

Councilor Mann stated that it has come to his attention that the Town has received an offer of free land at Wolf's Neck; he requested more information on that offer.

Horace Gower, Recreation Committee, stated the Town has been offered the use of the land, and they have asked the Recreation Committee review this proposal.

Councilor Soley asked for clarification.

Mr. Gower reviewed the information to date - use of the farm land without conflicting with the farm work. The Committee reviewed the property; there are about 30 acres which could be used. The location is less accessible than other pieces reviewed.

Discussion followed re: potential costs for testing, making the land "recreation-ready", parameters of signing the option, exercise of due diligence, initial work of \$3,000 to \$4,000, need for initial plans before investing money in further investigation at Wolf's Neck, environmental concerns, potential of constraints at Wolf's Neck, time frame for engineering, etc. work, suggestion of selecting a councilor to serve as liason for further investigation, need for more communication from the Wolf Neck's Association, the April meeting of the Wolf Neck Foundation, etc.

ROLL CALL VOTE (6 Ayes) (1 Nay-Hindley)

ITEM #29-97 TO CONSIDER ACTION RELATIVE TO A SETTLEMENT WITH COMMERCIAL PROPERTIES, INC. FOR SERVICES RENDERED IN CONNECTION WITH THE LEASING OF THE B.H. BARTOL LIBRARY BUILDING.

BE IT ORDERED: THAT \$39,400 BE EXPENDED FROM THE PROCEEDS OF THE SALE OF LAND FROM THE NEW LIBRARY PROPERTY AS PAYMENT IN FULL FOR SERVICES RENDERED BY COMMERCIAL PROPERTIES, INC. IN THE LEASING OF THE B.H. BARTOL LIBRARY BUILDING. **ROLL CALL VOTE** (Councilors Soule & Campbell) (7 Ayes) (0 Nays)

ITEM #30-97 TO CONSIDER ACTION RELATIVE TO AN EXPENDITURE OF FUNDS FROM THE CABLE T.V. RESERVE ACCOUNT.

BE IT ORDERED: THAT UP TO \$1,000 BE EXPENDED FROM THE CABLE T.V. RESERVE ACCOUNT TO PROVIDE FOR MODIFICATION TO THE CABLE T.V. STUDIO. (Councilors Hindley & Campbell)

MOVED AND SECONDED: TO AMEND ITEM #30-97 TO UP TO \$1,400 TO INCLUDE SHELVING. (Councilors Campbell & Bishop) (6 Ayes) (1 Nay-Mann)

ROLL CALL VOTE ITEM #30-97 AS AMENDED (6 Ayes) (1 Nay- Mann)

ITEM #31-97 TO CONSIDER ACTION RELATIVE TO A PROPOSED LEASE FOR THE FORMER SOULE SCHOOL BUILDING IN SOUTH FREEPORT

MOVED AND SECONDED: THAT THE MUNICIPAL FACILITIES COMMITTEE REPORT ON ITS RECOMMENDATION. (Councilors Soley & Soule) (7 Ayes) (0 Nays)

BE IT ORDERED: THAT THE PROPOSED LEASE BETWEEN THE TOWN OF FREEPORT AND THE BRUNSWICK WALDORF SCHOOL ASSOCIATION FOR THE FORMER SOULE SCHOOL BUILDING IN SOUTH FREEPORT, BE APPROVED. (Councilors Soley & Campbell)

Councilor Campbell stated that Item #31-97 represents a continuation of a relationship we have had with the Association.

Manager Olmstead stated that the current five year lease that expires August 31st; calls for an annual lease amount of \$10,000; the proposed five year lease would increase it to \$15,000 the first year, and increase annually by 5%, totalling \$18,235 in year five.

Discussion followed re: square footage, the School Department's not having an interest in this building at this time, lease dollars used for repairs on the building, etc.

ROLL CALL VOTE (7 Ayes) (0 Nays)

ITEM #32-97 TO CONSIDER ACTION RELATIVE TO THE ADOPTION OF AN ANNUAL CITIZEN OF THE YEAR AWARD.

MOVED AND SECONDED: THAT THE SPECIAL PROJECTS COMMITTEE REPORT ON ITS RECOMMENDATION. (Councilors Mann & Bishop) (7 Ayes) (0 Nays)

Councilor Soule reviewed the proposal, which formalizes the process; he described the nomination form.

BE IT ORDERED: THAT THE RECOMMENDATION OF THE SPECIAL PROJECTS COMMITTEE CONCERNING THE ADOPTION OF AN ANNUAL

CITIZEN OF THE YEAR AWARD BE ACCEPTED. ROLL CALL VOTE
(Councilors Mann & Campbell) (7 Ayes) (0 Nays)

ITEM #33-97 TO CONSIDER ACTION RELATIVE TO SELECTING LEGAL COUNCIL TO ASSIST IN CABLE T.V. FRANCHISE NEGOTIATIONS.

Discussion followed re: the detailed bill from January, the work already completed by VanEaton probably not being transferred to a new attorney if selected, cost to date, etc.

John Arsenault, Cable Committee, stated that it was the feeling of the Committee to continue with VanEaton, the consultants preferring VanEaton, comparisons of the submitted proposals, status of negotiations to date, etc.

Manager Olmstead stated he had talked with Mr. VanEaton and Mr. Scully; both proposals would bring the process to the hearing stage and there be attempts to negotiate a settlement prior to any hearing and it would be all inclusive in the numbers.

Councilor Mann referenced the cap of \$5,000 on Mr. VanEaton's proposal.

Manager Olmstead stated that it appears that FrontierVision is backing away from prior commitments.

Councilor Mann raised concerns that neither include work concluding toward a settlement.

Miscellaneous discussion followed re: pros and cons of attorneys, desire to conclude this issue, favorable work done by Mr. Scully, preference for Maine attorneys, using the consultants' advise, etc.

MOVED AND SECONDED: TO ADD THE NAME OF PATRICK SCULLY TO ITEM #33-97. (Councilors Mann & Hindley) (4 Ayes) (2 Nays-Bishop, Soule) (1 Abstain-Soley)

BE IT ORDERED: THAT PATRICK SCULLY BE ENGAGED TO REPRESENT THE TOWN OF FREEPORT AS LEGAL COUNCIL IN CABLE T.V. FRANCHISE NEGOTIATIONS. ROLL CALL VOTE ON ITEM#33-97 AS AMENDED: (4 Ayes) (2 Nays-Bishop, Soule) (1 Abstain-Soley)

ITEM #34-97 TO CONSIDER ACTION RELATIVE TO AN AGREEMENT BETWEEN THE FREEPORT SEWER DISTRICT AND THE TOWN OF FREEPORT CONCERNING THE STATUTORY LIEN PROCESS.

BE IT ORDERED: THAT THE TOWN OF FREEPORT ENTER INTO AN AGREEMENT WITH THE FREEPORT SEWER DISTRICT DATED FEBRUARY 12, 1997 CONCERNING PROPERTIES ACQUIRED THROUGH THE STATE STATUTORY LIEN PROCESS.

BE IT FURTHER ORDERED: THAT THE TOWN MANAGER BE AUTHORIZED TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN OF FREEPORT. ROLL CALL VOTE (Councilors Campbell & Bishop) (7 Ayes) (0 Nays)

ITEM #35-97 TO CONSIDER ACTION RELATIVE TO THE ADOPTION OF AN ORDINANCE PROHIBITING CAMPING ON PUBLIC STREETS AND IN PARKING LOTS. (CHAPTER 47)

BE IT ORDERED: THAT A PUBLIC HEARING BE SCHEDULED FOR MARCH 18, 1997 AT 7:00 P.M. IN THE TOWN HALL COUNCIL CHAMBERS TO DISCUSS THE ADOPTION OF AN ORDINANCE PROHIBITING CAMPING ON PUBLIC STREETS AND IN PARKING LOTS.

BE IT FURTHER ORDERED: THAT 30 COPIES BE MADE AND DISTRIBUTED EQUALLY BETWEEN THE TOWN CLERK'S OFFICE AND THE B.H. BARTOL LIBRARY FOR INSPECTION BY CITIZENS. ROLL CALL VOTE (Councilors Mann & Bishop) (7 Ayes) (0 Nays)

OTHER BUSINESS:

1. Request for use of space at the Merriconeag School by the South Freeport Church.

MOVED AND SECONDED: TO ADD AN ITEM NOT ON THE PRINTED AGENDA. (Councilors Soley & Mann) (7 Ayes) (0 Nays)

MOVED AND SECONDED: THAT THE TOWN COUNCIL INFORM THE MERRICONEAG WALDORF SCHOOL IN WRITING THAT THE TOWN OF FREEPORT CONSENTS TO SOUTH FREEPORT CHURCH'S REQUEST TO USE SPACE AT THE SCHOOL. (Councilors Soley & Campbell) (7 Ayes) (0 Nays)

2. Manager Olmstead stated that the bill that would alter the road turnback law to prohibit roads in poor condition being turned back has been given an LD number, 1227. The four towns sponsoring this legislation will be sending a statewide mailing to town officials.
3. Councilor Campbell stated that there is another LD in the legislature directly affecting the shellfish harvest; it would undermine conservation and good harvesting techniques.
4. Councilor Mann requested results of the auditors' report regarding Solid Waste Committee prior to the meeting with Solid Waste.

Manager Olmstead stated that no specific audit was done; he suggests having a workshop with the auditors to discuss their recommendations.

Miscellaneous discussion followed.

5. Councilor Hindley asked the status of MMA's opinion on abatements.

Manager Olmstead stated it has not been sent yet.

MOVED AND SECONDED: THAT THE MEETING BE ADJOURNED AT 8:25 P.M. (Councilors Beaulieu & Hindley) (7 Ayes) (0 Nays)

Respectfully submitted,

Pat Goodman

OPTION AGREEMENT

This Agreement made and entered into on this 4th day of February, 1997
by and between:

Town of Freeport
30 Main Street
Freeport, Maine 04032

("Buyer")

and Margaret & Scott Keith
63 Durham Road
Freeport, ME 04032

("Sellers")

Sellers own certain real estate, and all other appurtenances and easements pertaining thereto located off the Hunter Road in Freeport, Maine described in attached hereto. (hereinafter "Property") more fully as Town of Freeport for Map 22, Lot 40.

In consideration of one dollar and other good and valuable consideration (\$1.00), the receipt of which Sellers hereby acknowledge, ("Option Payment") and the mutual covenants herein contained, Sellers and Buyer hereby agree as follows:

1. **Grant Of Option.** Sellers hereby grant to the Buyer the exclusive and irrevocable option to purchase the Property from Seller under the terms and conditions set forth herein (hereinafter "option"). An affidavit executed and recorded by the Buyer and Sellers shall be sufficient record notice of the Option and may be relied upon by any person as conclusive evidence thereof, but the Option may be recorded.
2. **Option Period.** The Option shall continue in effect until midnight on August 15, 1997, (hereinafter "Option Period") and may be exercised at any time on or before its expiration. The Option Period will be automatically extended by ninety (90) days if all regulatory permits have not been obtained by Buyer.
3. **Exercise of Option.** The Buyer may exercise the Option by giving written notice thereof to the Sellers by delivery on or before the expiration of the Option Period, in accordance with paragraph 9, Notices. In the event the Buyer fails to exercise this Option, the Sellers shall have no rights or claims against the Buyer.
4. **Purchase and Sale of Premises.** If this Option is exercised, Sellers shall sell and convey and the Buyer shall purchase and acquire the Property on and subject to the terms and conditions contained herein.
5. **Purchase Price.** The Purchase Price of the Property shall be two hundred and fifty thousand dollars (\$250,000). Each party shall be responsible for their respective closing costs.

6. **Closing.** The closing of this transaction shall take place on the closing date which shall be within thirty (30) days after the date the option is exercised, at 10:00 a.m. at the offices of the Buyer or at such other time and place as Sellers and Buyer shall mutually agree.

7. **Title.** At the closing, Sellers shall execute and deliver to the Buyer, a warranty deed conveying the Property to the Buyer. Seller's title shall be marketable title, free and clear of all liens and encumbrances and shall be insurable by Buyer's title insurance company.

In the event Sellers are unable to convey such title, Sellers shall be given a reasonable period of time in which to remedy any title defects. In the event that any defects cannot be corrected or remedied in a reasonable period of time, Buyer may terminate the agreement. Buyer may also elect to close notwithstanding such defects as may exist.

8. **Access to Premises Environmental and Other Studies.** From the date of and continuing until the Option period expiration, Buyer, its duly authorized agents, employees and independent contractors, shall be entitled to enter upon the Property for the purpose of inspecting the same, making surveys, performing inspections, making borings for the analysis of soil, water and ledge conditions, and for such other inspection or planning purposes as may be reasonably necessary, provided that such entry shall not be effected in such manner as to disturb or otherwise impair the beneficial use and occupancy of the Property by the Sellers.

9. **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally on the party to whom the same is to be given, or on the second business day after either sending by courier using a nationally recognized service, or mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the receiving party at the address in the first paragraph of this agreement.

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Any notice of change of address shall not be effective until actually received by the other party hereto.

10. **No Brokers.** The Sellers and the Buyer each represent and warrant to the other that no brokers have been involved in this transaction.

11. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. This Agreement may not be assigned by either party without its written consent of the other.

12. **Furtherance Assurances.** The parties hereto agree that up to and after the Closing Date, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to effectuate the purposes of this Agreement.

13. **Conditions Precedent.** It is a condition precedent to the obligations of Buyer that all regulatory permits be obtained by the Buyer, and that Freeport Town Council authorizes exercise of this Option under Paragraph 3 above.

[SIGNATURE BLOCK TO FOLLOW ON THE NEXT PAGE]

INDEX TO LEASE

<u>Paragraph</u>	<u>Page</u>
1. Leased Premises	1
2. Term of Lease	1
3. Rent	1
4. Tenant's Covenants	1 - 3
5. Damage	3
6. Default and Landlord's Remedies	3
7. Notice	3
8. Parking	4
9. Use of Premises	4
10. Termination	4
11. Use of School Name	4
12. Holdover	4 - 5
13. Miscellaneous Provisions	5
14. When Lease Becomes Binding	5
15. Limitation of Liability	6
16. Signature Page	

EXHIBIT A

a certain lot or parcel of land situated at South Freeport, in the Town of Freeport, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the northerly corner of land now or formerly of Lester Hughes, on the southeasterly side of the road leading to Yarmouth, called South Street or Shore Road; thence north 45° 15' east by the southeasterly side of said road two hundred and sixty-seven (267) feet, more or less, to an iron pin set in the ground at the southwesterly side of a private way called Meeting House Lane; thence south 44° 45' east by a right angle and running by the westerly side of said Meeting House Lane four hundred ninety-nine (499) feet, more or less, to an iron pin set in the ground at land now or formerly of Jack Randall; thence south 45° 15' west and running by land of said Randall and land now or formerly of Young or Dennison two hundred thirteen and one-half (213.5) feet, more or less, to an iron pin set in the ground at land now or formerly of said Hughes four

SOULE SCHOOL LEASE

LEASE made this _____ day of _____, 19____, by and between the Town of Freeport, a municipal corporation located in Cumberland County, Maine with a mailing address of 30 Main Street, Freeport, Maine 04032 ("Landlord") and the Brunswick Waldorf School Association, a Maine nonprofit corporation doing business as the Merriconeag Waldorf School, with a mailing address of P.O. Box 336, South Freeport, Maine 04078 ("Tenant").

WITNESSETH:

1. Premises Leased: Landlord does hereby Lease to Tenant, and Tenant does hereby Lease from Landlord, the land and building located in South Freeport, Maine, commonly known as the George C. Soule School. The land is more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

2. Term: The term of this Lease shall be five (5) years, from September 1, 1997 to August 31, 2002.

3. Rent: Tenant covenants and agrees to pay annual rent in the amount shown below.

From September 1, 1997 to August 31, 1998	\$15,000
From September 1, 1998 to August 31, 1999	\$15,750
From September 1, 1999 to August 31, 2000	\$16,538
From September 1, 2000 to August 31, 2001	\$17,367
From September 1, 2001 to August 31, 2002	\$18,235

One half of the total yearly rent shall be paid on or before September 1 of each year with the second half due on or before March 1 of each year.

4. Tenant's Covenants: Tenant acknowledges by entry thereupon that said Premises are in good and satisfactory order, repair and condition and covenants the following:

(a) To pay, when due and without offset or deduction, all rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Premises, and all charges for electricity, gas, heat and air conditioning or other utilities supplied to the Premises.

(b) Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the Premises is delivered to Tenant, and until the end of the term of this Lease, Tenant will keep neat and clean and maintain in good order, condition and repair (reasonable wear and tear and casualty damage excepted): all interior nonstructural portions of the Premises including, but not limited to; all plumbing and sewerage facilities located entirely within the Premises; lighting (lamps, ballasts, bulbs, etc.); fixtures; interior walls; floors; ceilings; signs (including exterior signs where permitted); and all wiring electrical systems, interior building appliances, heating, air conditioning and ventilation systems and equipment to the extent such systems, appliances and equipment are located entirely within the Premises. The Tenant also agrees to be responsible, at its expense, for the removal of snow, mowing and maintenance of landscaping.

(c) If Tenant refuses or neglects to repair the Premises as required hereunder to the reasonable satisfaction of Landlord within 30 days after written notice from Landlord, or if additional time is required to complete such repairs, as soon as reasonably possible, Landlord may, at its option, make such repairs, and in doing so shall not unreasonably interfere with Tenant's business, but shall not be liable to Tenant for any loss or damage to Tenant's business by reason thereof and, upon completion, Tenant shall pay Landlord's reasonable costs for making such repairs. At the termination of this Lease, Tenant shall peaceably yield up said Premises and all additions, alterations, fixtures and improvements which may be installed by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings, including without limitation any linoleum or other floor covering which may be cemented or otherwise affixed to the floor, in good order, repair and condition (subject to reasonable wear and tear and casualty damage). first removing all personal

(o) To keep the premises equipped with all safety appliances required by law or any public authority.

(p) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights and remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.

(q) That acceptance by Landlord of a lesser sum than the gross rent, or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the premises.

(r) That without limitation of anything elsewhere herein contained, the Landlord may,

(i) retain and use in appropriate instances keys to all doors within and into the premises and to change the locks to the premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of landlord;

(ii) enter upon the Premises and exercise any and all of the Landlord's rights without being deemed guilty of an eviction, trespass or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

5. Damage or Destruction by Fire, Eminent Domain or Casualty: In the event that a substantial portion of the Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty that the Premises are thereby rendered untenable, then Landlord may terminate this Lease upon written notice to the Tenant and the rent shall be prorated as of the date of such termination.

6. Default and Landlord's Remedies: It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed within thirty (30) days after receipt of written notice of default, (except for payment of Base Rent or other monetary charges and except for default of Tenant's insurance requirements, for both of which there will be only a five (5) day cure period), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant's property by a court of competent jurisdiction, Landlord shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer. Tenant covenants that in case of such termination, the rental payments shall accelerate and tenant shall forthwith pay to Landlord as damages a sum equal to the amount of rent and other payments called for hereunder for the remainder of the term (through August 31, 2002) thereof subject to the Landlord's obligation to make reasonable attempts to mitigate loss of rent and other damages. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach, all costs of reletting the Premises including real estate commissions and costs of renovating the Premises to suit the new tenant.

7. Notice: Written notice from Landlord to the Tenant shall be deemed to have properly been given if mailed by certified mail to the Tenant at the address set forth hereinabove, or delivered personally to the door of the Premises. All notices to the Landlord and rent shall be sent to Landlord's address as hereinabove set forth.

9. Use of Premises: Landlord acknowledges and agrees that Tenant will use the Premises to operate a school. Tenant agrees to allow the Premises to be used by the Town and community at reasonable times for use not inconsistent with Tenant's uses.

10. Termination: After August 31, 1999, this Lease may be terminated by either party upon one year's written notice.

11. Use of School Name: Except to indicate the Merriconeag Waldorf School's new location, Tenant shall not use the name "George C. Soule School" or any variant thereof in the operation or promotion of its school, nor shall Tenant in any way represent or create the impression that its school is sponsored by or affiliated with the Town of Freeport or the Freeport School Department.

12. Holdover: If Tenant remains in possession of the Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, except for Minimum Rent, shall be applicable. If Landlord and Tenant are negotiating an extension or renewal in good faith, the Minimum Rent shall continue at the same rate required by the Lease for the prior month for a period not to exceed one month; thereafter, Minimum Rent shall be increased to one and one half (1 1/2) times the then-current Minimum Rent for the period just preceding such termination. Landlord and Tenant may terminate any such month-to-month tenancy by giving the other party thirty (30) days prior written notice.

13. Miscellaneous Provisions: (a) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The acceptance by either Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

b) Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

c) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

d) Recording. Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to Landlord's and Tenant's attorney. In no event shall such memorandum set forth the rental or other charges payable by Tenant under this Lease and any such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of hereof.

e) Paragraph Headings. The paragraph headings throughout this instrument are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

f) Tenant Defined - Use of Pronoun. The word "Tenant" shall be deemed

changes required to make the provisions of this Lease apply in the plural number where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

g) Entire Agreement. This Lease encompasses the entire agreement between the parties. It supersedes all prior agreements or understandings. In entering into this Lease, the parties are not relying on any agreement, understanding, or representation not contained herein. This Lease may only be amended only by a writing signed by both parties hereto.

h) Performance of Covenants. Landlord and Tenant covenant and agree that each will perform all agreements and observe all covenants herein expressed on its part to be performed and observed and that each will promptly comply with such notices from the other. If Tenant or Landlord shall not comply with any such notice to the satisfaction of the other, prior to the date on which such non-compliance would constitute an event of default, in addition to, and not in lieu or in limitation of any other remedy which may have pursuant to this Lease, at law or in equity, Landlord and Tenant may, but shall not be obliged to, enter upon the Leased Premises and do the things specified in said notice. Landlord and Tenant shall have no liability to the other for any loss or damage resulting in any way from such action and the non performing party agrees to pay, upon demand, any expense incurred by the other in taking such action. Notwithstanding the foregoing, Landlord's or Tenant's performance of any or all of the other covenants shall not release the defaulting party from liability for non-performance.

i) Interpretation. Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed. All measurements of leaseable space shall be from the exterior of the outside wall to the exterior of the outside wall.

14. When Lease Becomes Binding. Only the Town Manager of Landlord shall have authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, trustees, receivers, legal representatives, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee, legal representative, trustee, receiver, legatee or other personal representative of Tenant unless the assignment to such party has been approved by Landlord in writing.

15. Limitation of Liability. Tenant agrees to look solely to Landlord's interest in the Premises and any applicable insurance coverage for recovery of any judgment from Landlord.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

EXHIBIT A

a certain lot or parcel of land situated at South Freeport, in the Town of Freeport, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the northerly corner of land now or formerly of Lester Hughes, on the southeasterly side of the road leading to Yarmouth, called South Street or Shore Road; thence north $45^{\circ} 15'$ east by the southeasterly side of said road two hundred and sixty-seven (267) feet, more or less, to an iron pin set in the ground at the southwesterly side of a private way called Meeting House Lane; thence south $44^{\circ} 45'$ east by a right angle and running by the westerly side of said Meeting House Lane four hundred ninety-nine (499) feet, more or less, to an iron pin set in the ground at land now or formerly of Jack Randall; thence south $45^{\circ} 15'$ west and running by land of said Randall and land now or formerly of Young or Dennison two hundred thirteen and one-half (213.5) feet, more or less, to an iron pin set in the ground at land now or formerly of said Hughes; thence north $40^{\circ} 30'$ west and running by land now or formerly of said Hughes four hundred and ninety-eight (498) feet, more or less, to the point or place of beginning.

The above described parcel of land is a portion of that described in Warranty Deed from George C. Soule to Mildred L. Soule, dated June 1953 and recorded in Cumberland County Registry of Deeds, Book 2133, Page 471.

312.CLV
5005291.002

CITIZEN OF THE YEAR



The Award

The Town of Freeport does hereby establish the Citizen of the Year Award, to honor those who have contributed substantively to the quality of the Town, the well-being of the citizens, and the reputation of Freeport, the birthplace of Maine, the finest state in this free land. This Award will be given to honor and ensure that the recipient's commitment and contributions shall continue to provide an inspiration to all.

Eligibility

The recipient shall be judged on the following criteria:

- Must be a Freeport citizen or community group.
- Has demonstrated a commitment to the well-being of the Town and its citizens.
- Has caused a measurable improvement in the circumstances of a significant number of townspeople.

Nomination Process

The Freeport Town Council hereby designates the Special Projects Committee to collect nominations yearly, from January 1 to March 31, for the Citizen of the Year Award. Candidates will be reviewed in April of each year and recommendations for the Award will be made to the Town Council. The Freeport Town Council shall present the award to a recipient who shall be chosen by the Town Council.

Award Presentation

The Town Council will honor the recipient in a public ceremony, at the first regular Town Council meeting in May, with a commemorative plaque or other such remembrance. Furthermore, recipients will be listed on a separate plaque, displayed in Town Hall, in honor of their service and contributions.

CITIZEN OF THE YEAR



NOMINATION FORM

Candidate

Name:
Address:

Phone:

Nominating Person

Name:
Address:

Phone:

The Award for Freeport Citizen of the Year is given annually to a Freeport individual or community group that has substantively contributed to the quality of the Town, the well-being of the citizens, and the reputation of Freeport, that has caused a measurable improvement in the circumstances of a significant number of townspeople.

The name of the honored recipient (or group) will be permanently displayed on a plaque located in Town Hall, so that all may remember their service and contributions.

Deadline for submission of candidates is March 31 of the year of recognition.

Please describe how the candidate best fits the criteria described above. (Use additional paper if necessary.)

Personal Biography:

History of Civic/Community Involvement:

Personal Narrative: