

Type	Check	Amount	Date	Wrnt	Payee
R	37975	48.72	10/18/23	35	1001 Alan Barton
R	37976	1,279.05	10/18/23	35	1021 AMUR
R	37977	1,460.15	10/18/23	35	1028 Animal Refuge League of Greater Portland
R	37978	1,015.29	10/18/23	35	0042 CENTRAL MAINE POWER CO.
R	37979	150.00	10/18/23	35	0730 City of Brewer
R	37980	13,384.10	10/18/23	35	0336 D.M.&J. WASTE MANAGEMENT, INC
R	37981	458.33	10/18/23	35	0921 Kubota Leasing
R	37982	1,455.79	10/18/23	35	0146 PENOBSCOT ENERGY RECOVERY CO.
R	37983	496.35	10/18/23	35	0321 R.H. FOSTER ENERGY, LLC
R	37984	605.29	10/18/23	35	0906 S.J. Rollins Technologies Inc
R	37985	4,875.74	10/18/23	35	0175 SECRETARY OF STATE
R	37986	30.98	10/18/23	35	0959 State of Maine
R	37987	1,751.41	10/18/23	35	0679 Town of Winterport
R	37988	36.97	10/18/23	35	1003 W.B. Mason
R	37989	6,400.00	10/18/23	35	0912 Weaver's Earthwork
R	37990	207.00	10/18/23	35	0258 WELLMAN PAVING INC
R	37991	542.37	10/18/23	35	0385 WHITE SIGN
<b>Total</b>		<b>34,197.54</b>			

<b>Count</b>	
Checks	17
Voids	0

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>01001 Alan Barton</b>						
0158	37975	10	mileage			
mileage			E 20-70-16		48.72	0.00
<b>Vendor Total-</b>					<b>48.72</b>	
<b>01021 AMUR</b>						
0158	37976	10	Hyundai			
Hyundai			E 50-30-32		1,279.05	0.00
<b>Vendor Total-</b>					<b>1,279.05</b>	
<b>01028 Animal Refuge League of Greater Portland</b>						
0158	37977	10	Boarding/Medical Monty			
Boarding/Medical Monty			E 96-70-80		1,460.15	0.00
<b>Vendor Total-</b>					<b>1,460.15</b>	
<b>00042 CENTRAL MAINE POWER CO.</b>						
0158	37978	10	Service			
233-011-1809-011 TO LIGHT			E 25-80-10		207.76	0.00
233-010-9901-011 FD LIGHT			E 35-80-10		311.31	0.00
233-018-9848-001 TS LIGHT			E 60-80-10		145.02	0.00
233-018-1139-001 SAND SH			E 45-80-10		41.53	0.00
233-010-9348-012 REC BDG			E 70-80-10		168.43	0.00
231-037-0355-001 ST LIGHT			E 97-70-68		33.08	0.00
231-037-0317-001 ST LIGHT			E 97-70-68		42.25	0.00
231-037-0369-001 ST LIGHT			E 97-70-68		32.59	0.00
233-009-0946-011 ST LIGHT			E 97-70-68		33.32	0.00
<b>Vendor Total-</b>					<b>1,015.29</b>	
<b>00730 City of Brewer</b>						
0158	37979	10	Hauled Waste			
Hauled Waste			E 60-90-50		150.00	0.00
<b>Vendor Total-</b>					<b>150.00</b>	
<b>00336 D.M.&amp;J. WASTE MANAGEMENT, INC</b>						
0158	37980	10	Demo			
DEMO DEBRIS/WOOD WASTE			E 60-90-20		3,208.80	0.00
Demo			E 60-30-92		175.00	0.00
Demo			E 60-90-80		1,046.95	0.00
Demo			E 60-30-95		3,178.35	0.00
Demo			E 60-30-95		5,375.00	0.00
Demo			E 60-30-95		400.00	0.00
<b>Vendor Total-</b>					<b>13,384.10</b>	
<b>00921 Kubota Leasing</b>						
0158	37981	10	Tractor			
Tractor			E 50-30-30		458.33	0.00
<b>Vendor Total-</b>					<b>458.33</b>	
<b>00146 PENOBSCOT ENERGY RECOVERY CO.</b>						
0158	37982	10	Hauled Waste			
SOLID WASTE			E 60-90-10		90.02	0.00

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Hauled Waste			E 60-90-10		1,365.77	0.00
<b>Vendor Total-</b>					<b>1,455.79</b>	
<b>00321 R.H. FOSTER ENERGY, LLC</b>						
0158	37983	10	fuel			
TO FUEL OIL			E 25-80-15		496.35	0.00
<b>Vendor Total-</b>					<b>496.35</b>	
<b>00906 S.J. Rollins Technologies Inc</b>						
0158	37984	10	Hosted Microsoft/Monitori			
Hosted Microsoft/Monitori			E 20-30-27		605.29	0.00
<b>Vendor Total-</b>					<b>605.29</b>	
<b>00175 SECRETARY OF STATE</b>						
0158	37985	10	BMVWK 10/09-13/2023			
STATE FEES			G 1-205-00		1,455.50	0.00
TITLE FEES			G 1-204-00		330.00	0.00
SALES TAX			G 1-204-01		3,090.24	0.00
<b>Vendor Total-</b>					<b>4,875.74</b>	
<b>00959 State of Maine</b>						
0158	37986	10	Levy			
Levy			G 1-226-04		30.98	0.00
<b>Vendor Total-</b>					<b>30.98</b>	
<b>00679 Town of Winterport</b>						
0158	37987	10	Payweek10/09-15/2023			
Medicare			G 1-211-00		213.94	0.00
FICA			G 1-212-00		914.70	0.00
Federal			G 1-213-00		622.77	0.00
<b>Vendor Total-</b>					<b>1,751.41</b>	
<b>01003 W.B. Mason</b>						
0158	37988	10	Supplies			
Supplies			E 20-20-10		36.97	0.00
<b>Vendor Total-</b>					<b>36.97</b>	
<b>00912 Weaver's Earthwork</b>						
0158	37989	10	goshen/ Boston Rd			
goshen/ Boston Rd			E 55-70-60		1,800.00	0.00
goshen/ Boston Rd			E 55-70-60		4,600.00	0.00
<b>Vendor Total-</b>					<b>6,400.00</b>	
<b>00258 WELLMAN PAVING INC</b>						
0158	37990	10	Screened Rock			
Screened Rock			E 50-20-75		191.00	0.00
Screened Rock			E 50-20-75		16.00	0.00
<b>Vendor Total-</b>					<b>207.00</b>	
<b>00385 WHITE SIGN</b>						
0158	37991	10	Brackett/Cone/sign			
STREET SIGNS			E 50-20-50		226.52	0.00

**A / P Warrant**

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Brackett/Cone/sign			E 75-20-10		315.85	0.00
			<b>Vendor Total-</b>		<b>542.37</b>	
			<b>Prepaid Total-</b>		<b>0.00</b>	
			<b>Current Total-</b>		<b>34,197.54</b>	
			<b>EFT Total-</b>		<b>0.00</b>	
			<b>Warrant Total-</b>		<b>34,197.54</b>	

STEPHEN COOPER

Kevin Kelley

Tammy Higgins

Margaret English

ANN RONCO

TOWN MANAGERS APPROVAL:

WARRANT: 34

Check	D / D	Check	Employee	Gross Pay
37965	958.46	0.00	222 Jeffery R Anderson	1,173.43
37966	1,127.64	0.00	192 Casey J Ashey	1,724.58
37967	92.43	0.00	194 Alan Barton	125.00
37968	218.50	0.00	212 Alan Barton	247.50
37969	806.80	0.00	135 Maureen Black	1,160.00
37970	621.79	0.00	206 Marie R Chausse	738.40
37971	615.78	0.00	178 Randy Kenneson	762.00
37972	734.75	0.00	207 Jay Temple	950.81
37973	397.48	0.00	209 Wendy Wallace	495.00
37974	0.00	5,573.63	D / D 39 CAMDEN NATIONAL BANK	
<b>Total</b>	<b>5,573.63</b>	<b>5,573.63</b>		<b>7,376.72</b>

Put into A/P **2,485.89**  
 Taken out of A/P **(0.00)**  
**Total Payroll 8,059.52**

Count

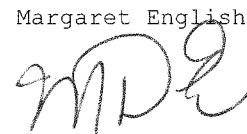
Checks 10

STEPHEN COOPER

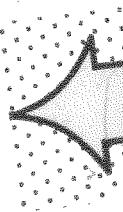
Tammy Higgins

ANN RONCO

  
Kevin Kelley

Margaret English  


TOWN MANAGERS APPROVAL:





## MEMORANDUM

# TOWN OF WINTERPORT

State of Maine

44 Main Street

207-223-5055

To: Town Council

From: Casey Ashley, Town Manager

Date: October 10, 2023

RE: Manager's Report

---

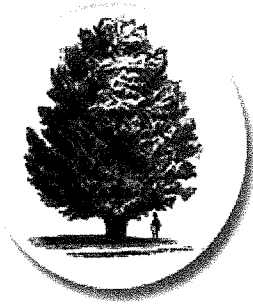
To inform the Town Council and the public about the recent happenings within the town, I have the following report as a bulleted list:

- Assessed road damage from 5" rainstorm. \$110,000.00
- Blaisdell trough has been moved.
- Prepping for voting in November
- Hampden Recycling Facility
- Fox & Ginn for archiving documents.
- Conference chambers upgrades.

Respectfully Submitted,

*Casey J. Ashley*

Town Manager



*Town of*  
**WINTERPORT,**  
**AN OLD RIVER TOWN SETTLED IN 1766**

P.O. Box 559  
44 Main Street  
Winterport, Maine 04496

Telephone (207) 223-5055  
Fax (207) 223-5056

## **Contract Extension Agreement**

This CONTRACT EXTENSION AGREEMENT ("Extension") is dated as of <sup>October 19</sup>~~(10/19)~~\_\_\_\_, 2021 (the "Effective Date"), by and between:

The Town of Winterport  
44 Main Street  
PO Box 559  
Winterport, ME 04496

AND

Winterport Dragway Association  
  
C/O Sean Eori  
56 Marks Road  
Albion, ME 04910

Collectively known as the "Parties".

WHEREAS the Parties entered into an Airport Property Lease on May 24, 2016 (the "Original Contract").

WHEREAS the Winterport Dragway Association requested an extension of the existing agreement in writing and whereas the representatives of the Town of Winterport are agreeable to extend the

existing agreement another five (5) years the Parties hereby agree to extend the term of the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of the Town of Winterport and Winterport Dragway Association mutually covenant and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, will end on December 31, 2021.
- The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31, 2026.
- In addition, the following provisions of the Original Contract are amended as described herein:

During the lease term, the Party of the Second Part (Winterport Dragway Association) is deemed to be in exclusive possession of the premises and the Party to the First Part (Town of Winterport) shall have no duty or responsibility in regards thereto;

During the lease term, the Party of the Second Part (Winterport Dragway Association) is solely responsible for safety and security, both of the demised premises generally, and for specific events, along with traffic and crowd control for those events;

Item #3 in the existing agreement is amended to include the following additional language, "The Party of the Second Part (Winterport Dragway Association) shall protect, defend, hold harmless and indemnify The Party of the First Part (Town of Winterport), its officers, agents, employees, and servants from and against any claims, damages, loses, judgements, awards or expenses, including attorney's fees, or injuries to or incurred by the Party of the Second Part (Winterport Dragway Association), its officers, agents, employees, servants, vehicles or equipment arising out of, resulting from or related in any way to the Party of the Second Part (Winterport Dragway Association) performance of any work undertaken pursuant to this contract by the Party of the Second Part (Winterport Dragway Association), their officers, agents, employees, servants, subcontractors, assigns, equipment or vehicles, including but not limited to any claims that may arise as a consequence of any improper materials, implements or labor used in the performance of this lease, or from any act, omission, or neglect of the Party of the Second Part (Winterport Dragway Association), their officers, agents, employees, servants, subcontractors or assigns."



- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached original lease, is the entire agreement between the Parties.

All other terms and conditions of the original lease remain unchanged.

This Agreement shall be signed on behalf of the Party of the First Part (Town of Winterport) by the Winterport Town Council and on behalf of the Party of the Second Part (Winterport Dragway Association) by Sean Eori, President of the Winterport Dragway Association.

WINTERPORT TOWN COUNCIL (Party of the First Part)

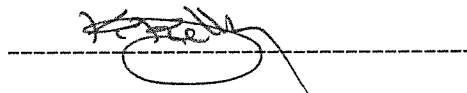
Date: \_\_\_\_\_



Stephen Cooper

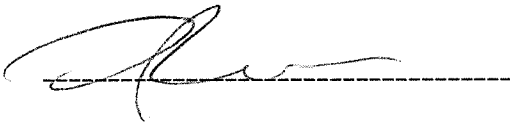
Maggie English-Flanagan

\_\_\_\_\_



Tammy Higgins

Kevin Kelley



Ann Ronco

WINTERPORT DRAGWAY ASSOCIATION (Party of the Second Part) Date: 11/23/2021

By: \_\_\_\_\_

Sean Eori, President, Winterport Dragway Association

## Related Documents

**Airport Property Lease, May 24<sup>th</sup>, 2016**





# Town of Winterport

## AIRPORT PROPERTY LEASE

P.O. Box 559  
20 School Street  
Winterport, Maine 04496

---

*Fernald Field*

Telephone (207) 223-5055  
Fax (207) 223-5056

This agreement is entered into on this 24<sup>th</sup> day of May, 2016.

### WITNESSETH

THAT THE INHABITANTS OF THE TOWN OF WINTERPORT, a body corporate located at Winterport in the County of Waldo and the State of Maine whose address is 20 School Street Winterport, Maine 04496, hereinafter referred to as the Party of the First Part, does hereby lease, demise, and let unto Winterport Dragway Association, C/O Jim Watson, President, of Gouldsboro, County of Hancock, State of Maine whose address is P.O. Box 145, Gouldsboro, Maine 04607, hereinafter referred to as the Party of the Second Part, a certain lot or parcel of land situated in said Winterport, being the property know as Fernald Field, said portions of property being leased to include the East-West runway and surrounding boundaries, excluding two thousand (2000) feet of the North-South runway on the northern most end and the area of the East-West runway and between the transfer station access road and the rock barrier.

A. SAID Party of the Second Part agrees and obligates himself as follows:

1. To use said premises only for the purpose of conducting automobile and motorcycle functions of the type known as drag races. Said premises shall not be used for any purpose other than automobile and motorcycle functions, except with permission of the Party of the First Part.

2. To procure and maintain, in effect, any and all license, permits insurance or certificates which are, or may be required by the State of Maine and the Town of Winterport for the regulation of drag races, and

3. To indemnify and save harmless the Party of the First Part from and against all claims and demands of every nature on account of injury to, or death

of persons, or damage to or loss of property caused by or resulting in any manner from the modification or use of said property by the Party of the Second Part his licensees or invitees for automobile and motorcycle drag racing, and shall procure insurance from a reliable insurance company; naming the Party of the First Part, as Additional Insured within this policy, covered from any and all liabilities due to such modification or use for (24) twenty-four hours per day for the entire term of this lease.

SAID proof of insurance will include a copy of the Party of the Second Parts Insurance Declaration Page submitted to the Town Office prior to the start of the season. Insurance coverage will be at least \$1,000,000.00 in the aggregate.

4. To hold for the period of 28 (twenty eight) weeks from the last Sunday of April, of each year, 2017, 2018, 2019, 2020, 2021, yielding and paying therefore rent in the amount of 12% (twelve percent) of the general admissions income received by the Party of the Second Part. Both parties agree that the rental percentage will be re-evaluated before the beginning of the 2017, 2018, and 2019, 2020, and 2021 drag racing seasons. The Party of the First Part agrees to extend this contract an additional 5 (five) years 2022, 2023, 2024, 2025, and 2026, under the same terms and conditions after reviewing the operations at the end of the 2021 season, only if agreeable to both parties. The Party of the Second Part must request the extension in writing on or before December 31, 2021.

The operation of automobile and motorcycle functions on said premises will be limited to Sunday and ten (10) Saturdays for lease period only, beginning no earlier than 9:00 a.m. and ending no later than 9:00 p.m. The operation will also include four (4) Friday nights per season beginning no earlier than 4:00 p.m. and ending no later than 9:00 p.m.

5. The Party of the Second Part agrees to pay all taxes duly assessed upon said premises and operations during the term of the lease.

6. To reconcile the gate receipts account annually and provide the Party of the first part with said accounting on an annual basis.

7. To keep complete and correct records showing total receipts at the function.

8. To keep all grounds surrounding the area free of debris resulting from the function being held.

9. To quit and deliver up the premises to the Party of the First Part, or its attorney, peaceably and quietly at the end of the terms aforesaid.

10. Reserve one day per year for the town's, or outside group's use.

SAID Party of the Second Part understands that if these conditions are not met, that said Party of the First Part can have the facility closed immediately.

B. SAID Party of the First Part agrees and obligates itself as follows:

1. The Party of the Second Part agrees to leave existing guardrails in place, becoming the property of said Party of the First Part, and to maintain said guardrails during the life of the lease.

2. To allow said Party of the Second Part, his licensee or invitees, to camp the night before each scheduled event and/or major maintenance function, except the weekend day each season as stipulated in Section A, paragraph 10. Additional overnight camping requests may be authorized by the Town Manager. Written requests must be received two (2) weeks in advance. Any additional fees charged for overnight camping to the licensee or invitees of the Second Part are subject to the same 12% rental fee paid to the Party of the first part as outlined in paragraph 4, along with all required record keeping.

Drag racing functions on each of these Saturday's will begin no earlier than 9:00 a.m. and end no later than 9:00 p.m.

3. The Party of the Second Part agrees to remove barriers erected along the East/West runway at the termination of the lease. While the lease is in effect said barriers are to be marked with fluorescent flags or tape denoting their presence.

BOTH parties agree that this lease may be terminated without cause by either party upon the completion of the 28 week drag racing season as stipulated in Section A, paragraph 4 by written notice of termination from the party requesting said termination to be effective at the end of the current drag racing season.

THIS lease is given by the Party of the First Part and received by the Party of the Second Part subject to existing restrictions imposed by the Federal Government on the use or maintenance of Fernald Field, or restrictions which may be imposed after this lease has been executed.

THIS lease shall be transferable only upon prior approval of the Town Council of Winterport and shall expire on the last day of the year drag racing season as outlined in Section A, Paragraph 4 is completed, unless terminated sooner.

THIS lease is not valid and binding on the Parties until the Party of the Second Part has filed with the Town Manager a completed copy of its insurance policy for the protection of the Town and public as specified in Section A, Paragraph 3 above, and a copy of all valid licenses, permits, and certificates required by the State of Maine.

IN WITNESS THEREOF the Parties have interchangeably caused this instrument to be executed as of the day and year first written above.

Date: 5/24/16  
[Signature]  
Witness

[Signature]  
Stephen Cooper, Council Chair

[Signature]

Ann Ronco  
[Signature]  
Peter Rioux

[Signature]  
Corey Ginn

[Signature]  
Philip Foley

Winterport Town Council  
Town of Winterport  
Party of the First Part

[Signature]  
Jim Watson, President  
Winterport Dragway Assoc.  
Party of the Second Part

[Signature]  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mike Jordan,  
Vice President  
Winterport Dragway Assoc.  
Party of the Second Part