

CONSENT AGREEMENT
TOWN OF CAMDEN, MAINE AND DANIEL GABRIELE

Consent Agreement made this day of December, 2021 by and between The Town of Camden, Maine, with a principal place of business at 29 Elm Street Camden, Maine (“Camden” or “the Town”) and Daniel Gabriele (“Gabriele”), of 24 Limerock Street, Camden, Maine.

Whereas Gabriele cut a certain number of tree branches, bushes, shrubs and other ornamental plantings on real property owned by the Town of Camden (“the cutting”), as described in a deed recorded in Book 250 Page 151, and other source deeds, as recorded in the Knox County Registry of Deeds, and depicted on Tax Map 120 Lot 293, said property is more particularly known as the Camden Public Landing;

Whereas the cutting by Gabriele violated the terms of the Camden Zoning Ordinance, including but not limited to the Shoreland Zoning Ordinance and the Camden Shade Tree Policy Ordinance;

Whereas the Town of Camden Select Board is authorized to enter into this Consent Agreement under its statutory and the Camden Charter’s executive authority and under the provisions of the Article V, Section 7 of the Zoning Ordinance of the Camden of Camden; and

Whereas the parties enter into this Consent Agreement (“CA”) in order to fully resolve the violations of the Camden Zoning Ordinance and Shoreland Zoning Ordinance, for said unlawful cutting of bushes, trees and limbs.

Now therefore, for valuable consideration, Camden and Gabriele hereby agree and covenant to resolve the trespass and land use violations as follows, to wit:

- 1) Gabriele hereby takes full responsibility for his unlawful cutting of bushes, trees and limbs, and affirmatively represents that additional cutting by others in the area of the Camden Public Landing occurred both recently before and after his cutting, which occurred on or about September, 2021.
- 2) Gabriele shall take all measures necessary as promulgated in the CA to resolve his violations and trespass issues.
- 3) Gabriele agrees to pay reasonable attorney fees as they relate to resolution and full remediation.

- 4) Gabriele shall also pay all fees, costs and/or penalties associated with any after-the-fact NRPA permitting required by Maine Department of Environmental Protection (MDEP) for the cutting by Gabriele on Camden property adjacent to a natural resource and resulting restoration work required to the extent it is in addition to the restoration referenced herein.
- 5) Gabriele shall pay \$2,900 which is the aggregate representing: (i) reimbursement of the costs associated with the design, installation and oversight of a Restoration Plan dated October 11, 2021 to return the Camden property to the condition that it was in prior to the cutting and trespass; said Plan must be also be satisfactory to the MDEP, (ii) a penalty provided for under the Public Tree Policy Ordinance and the value of the clean-up expended by Town employees related to the actual amount of cutting by Gabriele, (iii) a penalty for violation of the Camden Shoreland Zoning Ordinance as a result of this same cutting, and, (iv) reimbursement of the Town's reasonable attorney fees.
- 6) This CA fully resolves all disputes between the Town and Gabriele arising from the cutting that occurred on or about September, 2021, and the Town will bring no further legal action arising from this matter, except to the extent necessary to enforce the terms of this CA.
- 7) The penalties, fees and fines for violations set forth herein shall be paid to the Town in the Total amount of \$ 2,900 within 5 business days of the full execution of this CA.
- 8) There are no other terms, conditions or agreements other than those expressed herein this CA; this is an integrated agreement.
- 9) Any dispute regarding the terms or conditions of this CA shall be resolved in the Knox County District Court, Rockland, Maine.

The parties have hereto set their hands and seals this _____ day of January, 2021.

TOWN OF CAMDEN, MAINE

DANIEL GABRIELE

BY: Audra Caler, Town Manager

Duly Authorized by Camden Select Board