**TOWN OF NORWAY CONSENT AGREEMENT**

This Consent Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of September, 2025, by and between the **Town of Norway** (the “Town”), a municipal corporation organized and existing under the laws of the State of Maine with an address of 19 Danforth Street, Norway, Maine 04268 (the “Town”), and **Jonathan Shilalis** (“Mr. Shilalis”), an individual with an address of 443 Mount Auburn Street, Watertown, MA 02472, and **Mojo Vaca, LLC** (“Mojo”) (collectively the “Owners”), a limited liability company organized and existing under the laws of the State of Maine with an address of 11283 4th Avenue, Ocean Marathon, FL 33050.

 **WHEREAS**, on May 31, 2022, Mojo purchased property located at 33 Old Pulp Mill Road in the Town, such properly being more specifically identified as Lot 068 on Town Tax Map 004 (the “Property”). *See* Deed from the Cummings Family Irrevocable Trust to Mojo Vaca, LLC, dated May 31, 2022, recorded in the Oxford County Registry of Deeds at Book 5695, Page 516.

**WHEREAS**,Mojo subsequently conveyed the Property to Mr. Shilalis by deed, dated April 25, 2023, recorded in the Oxford County Registry of Deeds at Book 5751, Page 679.

**WHEREAS**,Mr.Shilalis is a member, or the sole member, of Mojo.

**WHEREAS**, the Property borders the Crooked River and is located within the Resource Protection District depicted on the Norway, Maine Official Shoreland Zoning Map.

**WHEREAS**,at the time Mr. Shilalis acquired the Property it contained a residential camp located less that seventy-five (75) feet from the Crooked River.

**WHEREAS**, on June 14, 2022, the Town Code Enforcement Officer (“CEO”) issued building permit # B22-060 to the Owners authorizing them to construct a 5’ x 4’ addition to the northwesterly corner of the residential camp structure located on the Property. On August 29, 2022, after the construction authorized by permit # B22-060 was completed and the CEO conducted an inspection, the CEO issued the Owners a certificate of occupancy (the “2022 COO”).

**WHEREAS**, between the summer of 2022 and the spring of 2025, the Owners made a number of improvements to the Property in violation of the Town of Norway Shoreland Zoning Ordinance (the “SZO”).

**WHEREAS**, the CEO and Maine Department of Environmental Protection Shoreland Zoning Coordinator Jeff Kalinich sought to inspect work performed at the Property after the summer of 2022, but were denied access to the Property.

**WHEREAS**, the CEO received and reviewed photographs of the Property depicting improvements made to the Property since the issuance of the 2022 COO. Based on his review of these photographs, the CEO determined that at least six violations of the SZO and the State Subsurface Wastewater Disposal Rules (the “Wastewater Rules”) existed on the Property.

**WHEREAS**, on May 12, 2025, the CEO issued a notice of violation (the “NOV”) to the owners identifying the following violations on the Property and ordering the following relief:

1. The Owners placed a 10’ x 15’ white rectangular structure, which was used as a yoga studio (the “Yoga Studio”), on the Property within the SZO’s mandated 250 ft. setback from the Crooked River in violation of section 15.B.1 of the SZO. Additionally, any structure accessory to an allowed use within the Resource Protection District requires Planning Board approval, which was neither sought nor obtained by Mr. Shilalis or Mojo. SZO § 14, Table 1, Item 15. The CEO ordered the Owners to take action to remove the Yoga Studio within 10 business days of the NOV’s issuance.

2 and 3. The Owners constructed a gravel patio (the “Patio”) and placed a hot tub atop the patio in violation of section 15.B.1 of the SZO, which requires that structures within the Resource Protection District must be set back at least 250 ft., horizontal distance, from the upland edge of the Crooked River. The CEO ordered the Owners to take action to remediate the violation within 30 calendar days of the NOV’s issuance.

4. The Owners imported and spread over 10 cubic yards of gravel on the Property in violation of section 15.B.4 of the SZO, which requires that “non-vegetated

surfaces shall not exceed a total of twenty (20) percent of the portion of the lot located within the shoreland zone,” and section 14, Table 1, Item 29 of the SZO, which requires a permit from the Planning Board for filing and/or moving more than 10 cubic yards of gravel in the Resource Protection District. The CEO ordered the Owners to take action to submit a revegetation plan within 30 calendar days of the NOV’s issuance.

5. The Owners removed vegetation from the area between the easterly edge of the residential structure located on the Property and the upland edge of the Crooked River in violation of section 15.P.1 of the SZO, which prohibits “cutting of vegetation within the strip of land extending seventy-five (75) feet, horizontal distance, inland from the normal high-water line” within the Resource Protection District. The CEO ordered the Owners to take action to submit a revegetation plan to restore the vegetation removed from this area of the Property within 30 calendar days of the NOVs issuance, and the CEO ordered the Owners to thereafter cause replacement vegetation to be planted as directed by the CEO.

6. The Owners mounted a showerhead on the outside of the Property’s residential structure above a wooden platform (the “Outdoor Shower”) in violation of section 2.E of the Wastewater Rules, which requires a plumbing connection to capture gray water from the Outdoor Shower. The CEO ordered the Owners to take action to remove the Outdoor Shower or demonstrate compliance with the Wastewater Rules within 10 business days of the NOV’s issuance.

 **WHEREAS**, on June 17, 2025, or 21 days after the 10 business day deadline prescribed by the NOV elapsed, the Owners removed the Yoga Studio from the Property.

 **WHEREAS,** on July 29, 2025, or 48 days after the 30 calendar day deadline prescribed by the NOV elapsed, the Owners filed an after-the-fact permit with the Planning Board to add an extension deck to the residential structure located on the Property, and to place the hot tub on the deck. The Planning Board subsequently granted that permit to the Owners (the “Deck Construction Permit”).

 **WHEREAS**, on August 8, 2025, or 56 days after the 30 calendar day deadline prescribed by the NOV elapsed, the Owners submitted a revegetation plan (the “Flycatcher Report”) to the CEO. The Flycatcher Report contains a plan entitled “Overview of Existing and Proposed Conditions” (the “Replanting Plan”) depicting the locations where the Owners propose to replant trees to restore the vegetative stand between the Property’s residential structure and the Crooked River.

 **WHEREAS**, the Outdoor Shower was properly connected to the Property’s subsurface wastewater disposal system when it was installed, but no permit was obtained for the Outdoor Shower’s connection to the septic system. The Owners filed a permit for the Outdoor Shower on July 29, 2025.

 **WHEREAS**, the Town’s CEO subsequently determined that the violation identified as #4 in the NOV was sufficiently resolved.

**WHEREAS**, one or more of the violations identified in the NOV existed at the Property for a minimum of 125 days after the CEO issued the NOV.

 **WHEREAS**, the Town and the Owners wish to resolve the Owners violations of the SZO through this consent agreement, which will obviate the need for further administrative or judicial proceedings to enforce the SZO.

 **WHEREAS**, the Select Board conducted a public hearing to consider this Agreement on September 18, 2025. Possible objectors to the Agreement were given notice of the public hearing, and were provided an opportunity to address the Select Board regarding the Agreement.

**NOW, THEREFORE,** the Town and Owners agree as follows:

1. **Fees, Costs, and Penalties**. The Owners agree to compensate the Town in the total amount of **$\_\_\_\_\_\_\_\_\_** (the “Penalty”), which is comprised of the following amounts: (1) $\_\_\_\_\_\_ to reimburse the legal fees and costs the Town incurred in this enforcement matter, and (2) $\_\_\_\_\_\_ in daily fines and penalties for the violations identified by the NOV. The Owners shall pay this amount to the Town in accordance with the following payment schedule:
	1. First Installment Payment: The Owners shall pay $\_\_\_\_\_\_ to the Town by **October 18, 2025**.
	2. Second Installment Payment: The Owner shall pay $\_\_\_\_\_ to the Town by **June 18, 2026**.
	3. Third Installment Payment: The Owner shall pay $\_\_\_\_\_ to the Town by **March 18, 2027**.

Mr. Shilalis and Mojo shall be jointly and severally liable for the Penalty. If the Owners sell the Property prior to the deadline for the Owners to pay the third installment payment, the Owners agree to remit full payment of the Penalty to the Town from the sale proceeds from the Property’s sale. Such payment shall be made before or on the date the Property is conveyed by the Owners to the purchaser.

In the event the Owners fail to make any payment required by this section, the Owners shall have fourteen (14) calendar days from the date of written notice by the Town to cure the any failure to make timely payment by providing payment in the full amount that was due. The Town shall provide written notice to the Owners by certified or registered mail or by email. Notice is deemed given on the date of mailing by certified or registered mail or the date the Town sends the email to the Owners and/or their legal representative. It is the Owner’s obligation to ensure that the Town has a record of Mr. Shilalis’s and Mojo’s current email addresses. The Owners must immediately alert the Town of any future changes to their primary email address and/or otherwise take reasonable measures to ensure receipt of notices as provided in this section.

 If the Owners fail to pay by the fourteenth (14th) day following written notice, the Owners are deemed in default of this Agreement, and the Town is permitted to proceed with the filing of a court action for breach of this Agreement (the “Breach Action”). The Owners shall consent to stipulated judgment in any the Breach Action, and the Owners or their Counsel agrees to accept service of the Town’s complaint in such action, and further agrees to waive the affirmative defenses of insufficiency of process and insufficiency of service of process. After acceptance of service, the Owners agree they will then promptly file an answer admitting the allegations in the complaint. Counsel for the Town will then file a consented-to motion for judgment on the pleadings and a consented-to stipulated judgment granting the Town judgment in its favor in the action. The judgment shall entitle the Town to reimbursement of its attorneys’ fees and costs expended in the Breach Action to compel payment in accordance with the terms established herein. Amounts previously paid by the Owners will be deducted from the Court’s judgment.

1. **Deck Construction**. The Owners shall commence and complete the work authorized by the Deck Construction Permit, and move the hot tub located on the Property onto the newly constructed deck, on or before **November 18, 2025**. The CEO may grant an extension of the time to perform the construction authorized by the Deck Construction Permit only if the Owners demonstrate that extenuating circumstances will prevent them from completing construction within the period of time identified herein.
2. **Revegetation**. The Owners shall revegetate the Property in accordance with the Replanting Plan, and the requirements specified below and in the SZO, by **June 1, 2026**. The CEO may grant an extension of the time to perform the tree planting required by this section only if the Owners demonstrate that extenuating circumstances will prevent them from completing tree planting within the period of time identified herein.

For the avoidance of doubt, the Owner shall plant nine native trees in the locations identified by the Replanting Plan as “saplings needed.” The Owners must plant trees that are native noninvasive species, and such trees must be at least 5-7 feet in height. The tree planting must be conducted by a licensed arborist or another nursery professional with experience revegetating land areas within the shoreland zone. Once the trees are planted, the Owners must establish a watering scheduling to ensure the survival of the trees planted by the Owners. The Owners must also construct small berms around each tree to ensure stability and water retention to promote the survival of the trees planted in accordance with this section.

The Owners agree to a five-year monitoring period with annual site inspections conducted by the CEO each summer and/or fall at a mutually convenient and agreed-upon date and time on the Property to assess the health of the trees. Pursuant to Section 15(S)(4)(f) of the SZO, the Owners agree to ensure at least 80% survival of replanted trees within a five-year period. To enforce this provision, Owners agree to a site inspection by the CEO (“the Final Inspection”), to occur in October of the fifth year (with the specific date to be set at a time and date mutually agreeable to the Owners and the Town). If, in the Final Inspection, at least 80% of the replanted trees have not survived, the Owners shall submit a new planting plan to the Town proposing to replace sufficient trees so that the 80% survival rate is achieved. The new trees are subject to the same size and species requirements expressed in this section. If a second replanting plan is required under this paragraph, the Property will be subject to an additional five-year inspection period on the same terms as the first five-year period identified herein, ad infinitum until 80% of the replanted trees have successfully survived for five years. The period during which the property is subject to monitoring shall be known as the “Monitoring Period.” Once at least 80% of the trees planted by the Owners have survived for five years, as verified by the CEO’s five-year inspection, the Monitoring Period shall terminate.

The Owners agree that no vegetation will be pruned, cut, or removed, except in compliance with the relevant provisions of the LUO or the SZO or in compliance with an approved permit. If the Town’s LUO and/or SZO require a permit before any such pruning, cutting, or removal, the Owners or their agent(s) will obtain a permit before any such pruning, cutting, or removal.

1. **Enforcement.** If Owners or their heirs, successors, and assigns fail to comply with any requirements of this Agreement, the Town then may pursue all remedies available to it including, but not limited to, instituting appropriate court proceedings to enforce the requirements of any of the Town’s Ordinances or to seek enforcement of the terms of this Agreement. Likewise, if the Town fails to comply with any requirements of this Agreement, the Owners may pursue all remedies available to them including, but not limited to, instituting appropriate court proceedings to challenge any Town action or enforce the terms of this Agreement. Costs of enforcement, including reasonable attorneys’ fees, will be awarded to the prevailing party on any motions or other proceedings to enforce this Agreement. Such award of costs for enforcement proceedings may be requested by the prevailing party and entered by the Court immediately after the enforcement proceeding for payment within thirty (30) days and need not await final judgment.
2. **Integration and Modification.** This Agreement represents the entire agreement between the parties as to the matters specifically addressed herein. Any modification of this Agreement shall be made in writing and signed by the Parties.
3. **Heirs, Successors, and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their heirs, successors and assigns, and shall run with the Property.
4. **Binding as to Parties Only.** Nothing in this Agreement shall be construed to constitute approval by the Maine Department of Environmental Protection or any other applicable state agency of the terms contained herein. The terms of this Agreement shall be subject to a public hearing before and adoption by the Select Board.
5. **Recordation.** This Agreement shall be recorded by the Town in the Oxford County Registry of Deeds, shall run with the land, and shall be binding on Owners or their heirs, successors, and assigns.
6. **Severability.** If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.
7. **Interpretation of Agreement**. This Agreement shall be controlled by Maine Law.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first written above.

[signature page follows]

[Signature Pages to Consent Agreement]

**OWNERS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mojo Vaca, LLC, Owner

Its:

STATE OF MAINE

COUNTY OF OXFORD, ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025

 Personally appeared the above-named Jonathan Shilalis, in his capacity as a member of Mojo Vaca, LLC, and acknowledged the foregoing instrument to be his free act and deed.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public/Attorney at Law

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jonathan Shilalis, Owner

STATE OF MAINE

COUNTY OF OXFORD, ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025

 Personally appeared the above-named Jonathan Shilalis, in his individual capacity as owner, and acknowledged the foregoing instrument to be his free act and deed.

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 Notary Public/Attorney at Law

**TOWN OF NORWAY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeffrey Campbell, Town of Norway

Its duly authorized

Town Manager

STATE OF MAINE

COUNTY OF OXFORD, ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025

 Personally appeared the above-named Jeffrey Campbell and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said Town of Norway.

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 Notary Public/Attorney at Law