



Regular Town Council Meeting

Monday, August 11, 2025 at 7:00 PM

**Town Hall Council Chambers
320 Ocean House Road**

Live on CETV/Hybrid Meeting

Hybrid Meeting - Members of the Public May Participate Remotely During Public Comment Opportunities.

To view the meeting livestream: <https://cetv.capeelizabeth.org/> and push watch in the upper right hand corner.

Live broadcast on CETV, live stream and remote participation are offered as a convenience when the technology is available and operational in the given meeting space. If the technology is not available or in the event there is a disruption in service and the communication can't be restored the expectation is the meeting will continue.

Remote Access Instructions: A member of the public wishing to speak via remote access must click on the Zoom link or call and use the Raise Hand function. When connecting by phone, dial *9 to Raise Hand and the same to Lower Hand. Please mute the microphone and turn off the video until you are invited to speak. When recognized by the chair, the speaker shall give their name and address or local affiliation, if the affiliation is pertinent. After speaking, to view the remainder of the meeting exit Zoom and return to the CETV Livestream or CETV cable Channel 3.

Join Zoom Meeting

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Join Zoom Meeting

A. Convening of the Meeting

B. Roll Call by the Town Clerk

Penelope A. Jordan, Chair

Stephanie P. Anderson
Caitlin J. Harriman
Jonathan T. Sahrbeck
Elizabeth K. Scifres
Andrew B. Swayze
Timothy L. Thompson

C. The Pledge of Allegiance to the Flag

D. Town Council Reports and Correspondence

E. Finance Committee Report

Revenue and Expense Reports

- 1) Revenue and Expense Reports -

F. Citizen Opportunity for Discussion of Items Not on the Agenda

G. Town Manager's Monthly Report

H. Review of Draft Minutes

- 1) Town Council Minutes - Draft - July 14, 2025 - Minutes from the Town Council Workshop and Regular Meeting, as prepared by Deputy Clerk Melissa Newsome, are attached.

I. Agenda Items

- 1) Public Hearing: Ordinance Committee's Recommendation for Amendments to Chapter 4, Boards and Committees
- 2) Approval of Ordinance Committee's Recommendation for Amendments to Chapter 4, Boards and Committees
- 3) Acknowledgment of Receipt of Petition Regarding Safety Concerns on Shore Road near Cliff House Beach
- 4) Council Goals Update
- 5) Cellular Tower Discussion- Shore Road
- 6) Landfill Solar Project land lease with Encore Energy
- 7) Center Court Drainage Easement
- 8) Privacy Committee: Update & Acceptance of Annual Report
- 9) Liquor License Renewal - Inn by the Sea
- 10) Approval of Municipal Election Warrant - November 4, 2025 Election
- 11) Sign Ordinance Amendment Request

J. Adjournment

Public Participation at Town Council Meetings

After an item has been introduced, any person wishing to address the council shall signify a desire to speak by raising their hand or by approaching the lectern. When recognized by the chair, the speaker shall give their name and address or name and local affiliation, if the affiliation is relevant, prior to making other comments.

A member of the public wishing to speak via remote access must click on the Zoom link or call and follow the procedures stated at the top of the agenda. When recognized by the chair, the speaker shall give their name and address or name and local affiliation, if the affiliation is relevant, prior to making other comments. After speaking, to view the remainder of the meeting exit Zoom and return to the CETV Livestream or CETV cable Channel 3.

All remarks should be addressed to the Town Council. Comments shall be limited to three minutes per person; however, the time may be extended by majority vote of councilors present. For agenda items that are not formally advertised public hearings, the time for public comments is limited to 15 minutes per agenda item. This time may be extended by a majority of the Town Council.

The chair may decline to recognize any person who has already spoken on the same agenda item and may call on speakers in a manner so as to balance debate. Once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item.

Speaking at the meeting on topics not on the agenda at regular Council meetings

Persons wishing to address the Council on an issue or concern local in nature not appearing on the agenda may do so at a regular Town Council meeting before the town manager's report and/or after the disposition of all items appearing on the agenda.

Any person wishing to address the Council shall signify a desire to speak by raising their hand or by approaching the lectern. When recognized by the chair, the speaker shall give their name and address or name and local affiliation, if the affiliation is relevant, prior to making other comments. A member of the public wishing to speak via remote access must click on the Zoom link or call and follow the procedures stated at the top of the agenda. When recognized by the chair, the speaker shall give their name and address or name and local affiliation, if the affiliation is relevant, prior to making other comments. After speaking, to view the remainder of the meeting exit Zoom and return to the CETV Livestream or CETV cable Channel 3.

Comments in each comment period shall be limited to three minutes per person and 15 minutes total; however, the time may be extended by majority vote of councilors present.

Decorum

Persons present at Council meetings shall not applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting. Persons at Council

meetings may only address the Town Council after being recognized by the chair.

Contact: Angela Frawley (angela.frawley@capeelizabeth.gov) (207-799-7665) | Agenda
published on 00/00/2025 at 0:00 PM

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01								
		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0001 TOWN GENERAL FUND								
0110 ADMINISTRATION								
1011000 1040A	TOWN MANAGER	160,000	0	160,000	8,615.39	.00	151,384.61	5.4%
1011000 1040B	DEPARTMENT HEADS	203,386	0	203,386	11,280.06	.00	192,105.94	5.5%
1011000 1040D	PROFESSIONAL	0	0	0	4,880.62	.00	-4,880.62	100.0%
1011000 1180A	DEPUTY	72,100	0	72,100	4,214.05	.00	67,885.95	5.8%
1011000 1180C	CLERKS	172,000	0	172,000	9,486.06	.00	162,513.94	5.5%
1011000 1300A	OVERTIME	500	0	500	.00	.00	500.00	.0%
1011000 3100A	PROFESSIONAL SERV	0	0	0	50.00	.00	-50.00	100.0%
1011000 3100C	GA CONTRACT ADMIN	23,400	0	23,400	21,091.20	.00	2,308.80	90.1%
1011000 3300A	TRAINING/PROFESSI	17,000	0	17,000	740.00	.00	16,260.00	4.4%
1011000 3520A	SCHOOL PROVIDED T	20,000	0	20,000	.00	.00	20,000.00	.0%
1011000 4320A	COMPUTER MAINTENA	0	0	0	18,234.50	.00	-18,234.50	100.0%
1011000 5310A	POSTAGE	10,000	0	10,000	.00	.00	10,000.00	.0%
1011000 5320A	CELLULAR PHONES	2,000	0	2,000	16.62	.00	1,983.38	.8%
1011000 5320B	TELEPHONE	30,000	0	30,000	2,741.70	.00	27,258.30	9.1%
1011000 5330A	INTERNET ON-LINE	0	0	0	13.68	.00	-13.68	100.0%
1011000 5400A	ADVERTISING	6,500	0	6,500	.00	.00	6,500.00	.0%
1011000 5500A	PRINTING	8,000	0	8,000	.00	.00	8,000.00	.0%
1011000 5801A	TRAVEL - MILEAGE	6,000	0	6,000	274.32	.00	5,725.68	4.6%
1011000 6050A	OFFICE EQUIPMENT	2,500	0	2,500	.00	151.78	2,348.22	6.1%
1011000 6170A	OFFICE SUPPLIES	5,000	0	5,000	61.43	142.49	4,796.08	4.1%
1011000 8100A	DUES & MEMBERSHIP	2,500	0	2,500	355.00	.00	2,145.00	14.2%
1011000 8110A	BANK FEES	20,000	0	20,000	1,521.23	.00	18,478.77	7.6%
TOTAL ADMINISTRATION		760,886	0	760,886	83,575.86	294.27	677,015.87	11.0%
0120 ASSESSING/CODES/PLANNING								
1012000 10010	FULLTIME-PAYROLL	486,574	0	486,574	27,023.04	.00	459,550.96	5.6%
1012000 3100D	GIS IMPROVEMENTS	19,500	0	19,500	3,500.00	.00	16,000.00	17.9%
1012000 3100F	CODE TECHNICAL SU	3,000	0	3,000	.00	.00	3,000.00	.0%
1012000 3100G	SHORT TERM RENTAL	2,500	0	2,500	1,000.00	.00	1,500.00	40.0%
1012000 3100O	CONTRACTED SERVIC	4,300	0	4,300	.00	.00	4,300.00	.0%
1012000 3300A	TRAINING/PROFESSI	6,680	0	6,680	110.00	.00	6,570.00	1.6%
1012000 4432A	CODES SOFTWARE	10,000	0	10,000	.00	.00	10,000.00	.0%
1012000 4432B	ASSESSOR SOFTWARE	5,000	0	5,000	11,500.00	.00	-6,500.00	230.0%

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01									
			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1012000	5310A	POSTAGE	50	0	50	.00	.00	50.00	.0%
1012000	5320A	CELLULAR PHONES	2,800	0	2,800	64.62	.00	2,735.38	2.3%
1012000	5400A	ADVERTISING	3,500	0	3,500	322.36	.00	3,177.64	9.2%
1012000	5500A	PRINTING	1,800	0	1,800	.00	.00	1,800.00	.0%
1012000	5801A	TRAVEL - MILEAGE	13,000	0	13,000	743.05	.00	12,256.95	5.7%
1012000	6050A	OFFICE EQUIPMENT	2,700	0	2,700	.00	.00	2,700.00	.0%
1012000	6170A	OFFICE SUPPLIES	1,600	0	1,600	4.74	.00	1,595.26	.3%
1012000	6400A	BOOKS & PUBLICATI	975	0	975	.00	.00	975.00	.0%
1012000	8100A	DUES & MEMBERSHIP	1,500	0	1,500	90.00	.00	1,410.00	6.0%
TOTAL ASSESSING/CODES/PLANNING			565,479	0	565,479	44,357.81	.00	521,121.19	7.8%
0130 TOWN COUNCIL									
1013000	3300B	CONFERENCES & MEE	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL TOWN COUNCIL			2,000	0	2,000	.00	.00	2,000.00	.0%
0135 LEGAL AND AUDIT									
1013500	3450A	LEGAL SERVICES	66,000	0	66,000	.00	.00	66,000.00	.0%
1013500	3460A	AUDIT SERVICES	46,000	0	46,000	9,000.00	.00	37,000.00	19.6%
TOTAL LEGAL AND AUDIT			112,000	0	112,000	9,000.00	.00	103,000.00	8.0%
0140 ELECTIONS									
1014000	1180P	PART TIME	64,900	0	64,900	.00	.00	64,900.00	.0%
1014000	31000	CONTRACTED SERVIC	4,000	0	4,000	.00	.00	4,000.00	.0%
1014000	4400A	EQUIPMENT RENTAL	9,000	0	9,000	.00	.00	9,000.00	.0%
1014000	5310A	POSTAGE	5,720	0	5,720	419.31	.00	5,300.69	7.3%
1014000	5400A	ADVERTISING	700	0	700	.00	.00	700.00	.0%
1014000	5500A	PRINTING	4,800	0	4,800	.00	.00	4,800.00	.0%
1014000	6170A	OFFICE SUPPLIES	3,370	0	3,370	.00	.00	3,370.00	.0%
TOTAL ELECTIONS			92,490	0	92,490	419.31	.00	92,070.69	.5%
0145 IT/COMMUNICATIONS									
1014500	10010	FULL TIME PAYROLL	170,000	0	170,000	.00	.00	170,000.00	.0%

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1014500 1180P PART TIME	6,500	0	6,500	206.87	.00	6,293.13	3.2%	
1014500 1180Q PART TIME WEBMAST	0	0	0	4,330.18	.00	-4,330.18	100.0%	
1014500 31000 CONTRACTED SERVIC	213,042	0	213,042	200,548.90	.00	12,493.10	94.1%	
1014500 3300A TRAINING/PROFESSI	10,000	0	10,000	.00	.00	10,000.00	.0%	
1014500 5320A CELLULAR PHONES	600	0	600	.00	.00	600.00	.0%	
1014500 5400A ADVERTISING	1,000	0	1,000	.00	.00	1,000.00	.0%	
1014500 5801A TRAVEL - MILEAGE	300	0	300	.00	.00	300.00	.0%	
1014500 6170A OFFICE SUPPLIES	2,800	0	2,800	.00	.00	2,800.00	.0%	
1014500 7340A TECHNOLOGY EQUIPM	66,100	0	66,100	.00	.00	66,100.00	.0%	
TOTAL IT/COMMUNICATIONS	470,342	0	470,342	205,085.95	.00	265,256.05	43.6%	
0150 BOARDS AND COMMISSIONS								
1015000 1180P PART TIME	4,120	0	4,120	17.47	.00	4,102.53	.4%	
1015000 3100H PLANNING BD PROJE	2,000	0	2,000	.00	.00	2,000.00	.0%	
1015000 3100I CONSERVATION COMM	1,000	0	1,000	.00	.00	1,000.00	.0%	
1015000 3100J RECYCLING COMMITT	1,000	0	1,000	.00	.00	1,000.00	.0%	
1015000 3100K SPECIAL COMMITTEE	16,000	0	16,000	.00	.00	16,000.00	.0%	
1015000 3100L VOLUNTEER/STAFF A	12,000	0	12,000	1,493.24	.00	10,506.76	12.4%	
1015000 3300B CONFERENCES & MEE	200	0	200	.00	.00	200.00	.0%	
TOTAL BOARDS AND COMMISSIONS	36,320	0	36,320	1,510.71	.00	34,809.29	4.2%	
0160 INSURANCE								
1016000 5210B AUTOMOBILE INSURA	0	0	0	27,832.20	.00	-27,832.20	100.0%	
1016000 5210C PROPERTY & CASUAL	180,000	0	180,000	58,708.80	.00	121,291.20	32.6%	
1016000 5210D SELF INS/DEDUCTIB	5,000	0	5,000	.00	.00	5,000.00	.0%	
TOTAL INSURANCE	185,000	0	185,000	86,541.00	.00	98,459.00	46.8%	
0170 EMPLOYEE BENEFITS								
1017000 2180A HEALTH INSURANCE	1,438,803	0	1,438,803	78,251.10	.00	1,360,551.90	5.4%	
1017000 2240A SOCIAL SECURITY	611,412	0	611,412	33,558.48	.00	577,853.52	5.5%	
1017000 2380A MAINE PERS	200,000	0	200,000	18,225.66	.00	181,774.34	9.1%	
1017000 2380B ICMA RETIREMENT	337,000	0	337,000	18,986.65	.00	318,013.35	5.6%	

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01									
			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1017000	2680A	UNEMPLOYMENT	23,700	0	23,700	1,558.50	.00	22,141.50	6.6%
1017000	2790A	WORKERS COMPENSAT	190,000	0	190,000	.00	.00	190,000.00	.0%
1017000	2980A	DISABILITY	33,000	0	33,000	1,374.41	.00	31,625.59	4.2%
1017000	2980B	GROUP INSURANCE	3,000	0	3,000	.00	.00	3,000.00	.0%
1017000	2980D	SALARY ADJUSTMENT	450,000	0	450,000	.00	.00	450,000.00	.0%
1017000	2980E	WELLNESS PROGRAM	9,600	0	9,600	1,108.41	.00	8,491.59	11.5%
1017000	2980F	CAFETERIA PLAN	1,000	0	1,000	25.50	.00	974.50	2.6%
1017000	2981C	PAID FAMILY MEDIC	46,000	0	46,000	2,076.18	.00	43,923.82	4.5%
1017000	3100M	SCHOOL PROVIDED S	65,000	0	65,000	.00	.00	65,000.00	.0%
1017000	3100O	CONTRACTED SERVIC	20,000	0	20,000	.00	.00	20,000.00	.0%
1017000	3300A	TRAINING/PROFESSI	1,800	0	1,800	.00	.00	1,800.00	.0%
TOTAL EMPLOYEE BENEFITS			3,430,315	0	3,430,315	155,164.89	.00	3,275,150.11	4.5%
0210 POLICE DEPARTMENT									
1021000	10010	FULLTIME-PAYROLL	1,401,230	0	1,401,230	73,295.89	.00	1,327,934.11	5.2%
1021000	1180P	PART TIME	66,685	0	66,685	667.96	.00	66,017.04	1.0%
1021000	1300A	OVERTIME	326,000	0	326,000	10,491.22	.00	315,508.78	3.2%
1021000	1300B	TRAINING PAY	0	0	0	759.33	.00	-759.33	100.0%
1021000	1300C	SPECIAL ASSIGNMEN	14,700	0	14,700	1,051.14	.00	13,648.86	7.2%
1021000	2580A	TUITION REIMBURSE	4,160	0	4,160	.00	.00	4,160.00	.0%
1021000	2980E	WELLNESS PROGRAM	4,000	0	4,000	.00	.00	4,000.00	.0%
1021000	3100N	CRIME LAB - CONTR	6,000	0	6,000	.00	.00	6,000.00	.0%
1021000	3100O	CONTRACTED SERVIC	8,000	0	8,000	36.34	.00	7,963.66	.5%
1021000	3100P	PROMOTIONAL PROCE	6,850	0	6,850	.00	.00	6,850.00	.0%
1021000	3300A	TRAINING/PROFESSI	88,000	0	88,000	.00	.00	88,000.00	.0%
1021000	4300B	VEHICLE MAINTENAN	25,000	0	25,000	727.08	.00	24,272.92	2.9%
1021000	4300C	RADIO/PAGER MAINT	4,000	0	4,000	.00	.00	4,000.00	.0%
1021000	5320A	CELLULAR PHONES	4,100	0	4,100	.00	.00	4,100.00	.0%
1021000	5320B	TELEPHONE	1,750	0	1,750	.00	.00	1,750.00	.0%
1021000	5330A	INTERNET ON-LINE	4,000	0	4,000	76.41	.00	3,923.59	1.9%
1021000	5400A	ADVERTISING	2,100	0	2,100	.00	.00	2,100.00	.0%
1021000	5500A	PRINTING	3,400	0	3,400	.00	.00	3,400.00	.0%
1021000	6050B	MINOR EQUIPMENT	24,000	0	24,000	200.59	.00	23,799.41	.8%
1021000	6050D	LESS LETHAL EQUIP	12,480	0	12,480	.00	.00	12,480.00	.0%
1021000	6050E	SWAT DETAIL EQUIP	8,825	0	8,825	.00	.00	8,825.00	.0%
1021000	6050G	BULLET PROOF VEST	4,800	0	4,800	.00	.00	4,800.00	.0%
1021000	6170A	OFFICE SUPPLIES	4,500	0	4,500	177.80	.00	4,322.20	4.0%
1021000	6260A	GASOLINE	33,840	0	33,840	3,375.39	.00	30,464.61	10.0%
1021000	6400A	BOOKS & PUBLICATI	2,000	0	2,000	.00	.00	2,000.00	.0%
1021000	6900A	UNIFORMS	9,800	0	9,800	.00	.00	9,800.00	.0%

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1021000 8100A DUES & MEMBERSHIP	3,000	0	3,000	500.00	.00	2,500.00	16.7%	
TOTAL POLICE DEPARTMENT	2,073,220	0	2,073,220	91,359.15	.00	1,981,860.85	4.4%	
0211 ANIMAL CONTROL								
1021100 3100Q SOPO ANIMAL SVC C	14,870	0	14,870	.00	.00	14,870.00	.0%	
1021100 3100R REFUGE LEAGUE CON	17,017	0	17,017	.00	.00	17,017.00	.0%	
TOTAL ANIMAL CONTROL	31,887	0	31,887	.00	.00	31,887.00	.0%	
0212 DISPATCHERS								
1021200 3100S PSAP CONTRACT	327,500	0	327,500	.00	.00	327,500.00	.0%	
TOTAL DISPATCHERS	327,500	0	327,500	.00	.00	327,500.00	.0%	
0213 MISC PUBLIC PROTECTION								
1021300 3100T SCARBOROUGH HARBO	8,033	0	8,033	.00	.00	8,033.00	.0%	
1021300 4420A HYDRANT RENTAL	120,000	0	120,000	10,047.08	.00	109,952.92	8.4%	
1021300 6220C STREET LIGHTS ELE	56,925	0	56,925	443.54	.00	56,481.46	.8%	
1021300 8900B HARBOR ENFORCE -	500	0	500	.00	.00	500.00	.0%	
1021300 8900C COMMUNITY LIASON	10,000	0	10,000	.00	.00	10,000.00	.0%	
TOTAL MISC PUBLIC PROTECTION	195,458	0	195,458	10,490.62	.00	184,967.38	5.4%	
0230 FIRE DEPARTMENT								
1023000 10010 FULLTIME-PAYROLL	161,600	0	161,600	8,962.05	.00	152,637.95	5.5%	
1023000 1180A DEPUTY	16,200	0	16,200	.00	.00	16,200.00	.0%	
1023000 1180P PART TIME	845,803	0	845,803	38,937.59	.00	806,865.41	4.6%	
1023000 3100U PHYSICALS & SHOTS	2,000	0	2,000	470.00	.00	1,530.00	23.5%	
1023000 3300A TRAINING/PROFESSI	5,500	0	5,500	.00	.00	5,500.00	.0%	
1023000 4300A EQUIPMENT MAINTEN	15,000	0	15,000	.00	.00	15,000.00	.0%	
1023000 4300B VEHICLE MAINTENAN	50,000	0	50,000	643.50	.00	49,356.50	1.3%	

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FOR 2026 01								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1023000 4300C RADIO/PAGER MAINT	20,000	0	20,000	55.00	.00	19,945.00	.3%	
1023000 5320A CELLULAR PHONES	10,200	0	10,200	72.63	.00	10,127.37	.7%	
1023000 6050B MINOR EQUIPMENT	42,000	0	42,000	2,953.79	.00	39,046.21	7.0%	
1023000 6260A GASOLINE	4,000	0	4,000	251.54	.00	3,748.46	6.3%	
1023000 6260B DIESEL	10,000	0	10,000	1,008.79	.00	8,991.21	10.1%	
1023000 6900A UNIFORMS	35,000	0	35,000	216.95	.00	34,783.05	.6%	
1023000 8100A DUES & MEMBERSHIP	5,000	0	5,000	.00	.00	5,000.00	.0%	
1023000 8900B FIRE PREVENTION E	1,500	0	1,500	.00	.00	1,500.00	.0%	
TOTAL FIRE DEPARTMENT	1,223,803	0	1,223,803	53,571.84	.00	1,170,231.16	4.4%	
0231 RESCUE								
1023100 1180P PART TIME	547,425	0	547,425	40,880.73	.00	506,544.27	7.5%	
1023100 31000 CONTRACTED SERVIC	82,000	0	82,000	1,560.00	.00	80,440.00	1.9%	
1023100 3100U PHYSICALS & SHOTS	8,000	0	8,000	2,110.99	.00	5,889.01	26.4%	
1023100 3300A TRAINING/PROFESSI	16,000	0	16,000	.00	.00	16,000.00	.0%	
1023100 4300B VEHICLE MAINTENAN	15,000	0	15,000	.00	.00	15,000.00	.0%	
1023100 4300C RADIO/PAGER MAINT	5,000	0	5,000	.00	.00	5,000.00	.0%	
1023100 5320A CELLULAR PHONES	4,000	0	4,000	.00	.00	4,000.00	.0%	
1023100 6260A GASOLINE	14,000	0	14,000	633.37	.00	13,366.63	4.5%	
1023100 6900A UNIFORMS	8,000	0	8,000	139.90	.00	7,860.10	1.7%	
1023100 7301A EQUIPMENT OUTLAY	0	0	0	2,962.47	.00	-2,962.47	100.0%	
1023100 8100A DUES & MEMBERSHIP	3,000	0	3,000	.00	.00	3,000.00	.0%	
1023100 8190A UNCOLLECTIBLE	20,000	0	20,000	-748.70	.00	20,748.70	-3.7%	
1023100 8190B BAD DEBT CHARGE O	4,000	0	4,000	2,359.30	.00	1,640.70	59.0%	
1023100 8900A MISC. EXPENSES	0	0	0	68.97	.00	-68.97	100.0%	
TOTAL RESCUE	726,425	0	726,425	49,967.03	.00	676,457.97	6.9%	
0232 WETEAM								
1023200 1180P PART TIME	29,705	0	29,705	2,013.70	.00	27,691.30	6.8%	
1023200 3300A TRAINING/PROFESSI	1,800	0	1,800	.00	.00	1,800.00	.0%	
1023200 4300A EQUIPMENT MAINTEN	4,000	0	4,000	.00	.00	4,000.00	.0%	
1023200 4300B VEHICLE MAINTENAN	2,500	0	2,500	.00	.00	2,500.00	.0%	
1023200 4300C RADIO/PAGER MAINT	3,000	0	3,000	.00	.00	3,000.00	.0%	
1023200 5320A CELLULAR PHONES	700	0	700	.00	.00	700.00	.0%	
1023200 6050B MINOR EQUIPMENT	1,800	0	1,800	.00	.00	1,800.00	.0%	
1023200 6260A GASOLINE	800	0	800	.00	.00	800.00	.0%	

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FOR 2026 01							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1023200 6900A UNIFORMS	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL WETEM	46,805	0	46,805	2,013.70	.00	44,791.30	4.3%
0233 FIRE POLICE UNIT							
1023300 1180P PART TIME	12,000	0	12,000	559.63	.00	11,440.37	4.7%
1023300 6050B MINOR EQUIPMENT	3,000	0	3,000	.00	.00	3,000.00	.0%
TOTAL FIRE POLICE UNIT	15,000	0	15,000	559.63	.00	14,440.37	3.7%
0234 EMERGENCY PREPAREDNESS							
1023400 1180P PART TIME	3,713	0	3,713	.00	.00	3,713.00	.0%
1023400 6050B MINOR EQUIPMENT	3,000	0	3,000	.00	.00	3,000.00	.0%
TOTAL EMERGENCY PREPAREDNESS	6,713	0	6,713	.00	.00	6,713.00	.0%
0250 PUBLIC WORKS							
1025000 10010 FULLTIME-PAYROLL	630,928	0	630,928	31,387.95	.00	599,540.05	5.0%
1025000 1180C CLERKS	57,300	0	57,300	3,084.73	.00	54,215.27	5.4%
1025000 1180D DRIVERS/LABORERS	47,500	0	47,500	2,689.62	.00	44,810.38	5.7%
1025000 1180P PART TIME	87,343	0	87,343	.00	.00	87,343.00	.0%
1025000 1300A OVERTIME	120,000	0	120,000	332.92	.00	119,667.08	.3%
1025000 2900A PERS'L RECOVER OT	-16,000	0	-16,000	.00	.00	-16,000.00	.0%
1025000 3100O CONTRACTED SERVIC	3,200	0	3,200	2.00	.00	3,198.00	.1%
1025000 3100V ALARM MONITORING	1,800	0	1,800	.00	.00	1,800.00	.0%
1025000 3100W MS4 PROGRAM	44,500	0	44,500	15,669.98	.00	28,830.02	35.2%
1025000 3300A TRAINING/PROFESSI	3,700	0	3,700	.00	.00	3,700.00	.0%
1025000 4300B VEHICLE MAINTENAN	127,000	0	127,000	3,858.55	.00	123,141.45	3.0%
1025000 4300C RADIO/PAGER MAINT	2,500	0	2,500	.00	.00	2,500.00	.0%
1025000 4300D TRAFFIC SIGNAL MA	5,000	0	5,000	.00	.00	5,000.00	.0%
1025000 4300E STORM DRAIN MAINT	33,000	0	33,000	9,000.00	.00	24,000.00	27.3%
1025000 4300F PAVEMENT MARKINGS	36,000	0	36,000	21.39	.00	35,978.61	.1%
1025000 4300G REPAIRS	3,700	0	3,700	213.93	.00	3,486.07	5.8%
1025000 4300H CURB REPAIRS	2,000	0	2,000	.00	.00	2,000.00	.0%
1025000 4300U CONTRACT SNOW PLO	61,500	0	61,500	.00	.00	61,500.00	.0%

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FOR 2026 01									
			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1025000	4300V	GUARDRAIL REPAIR	900	0	900	.00	.00	900.00	.0%
1025000	4400A	EQUIPMENT RENTAL	4,000	0	4,000	68.99	.00	3,931.01	1.7%
1025000	5320A	CELLULAR PHONES	1,800	0	1,800	96.94	.00	1,703.06	5.4%
1025000	5500A	PRINTING	2,600	0	2,600	.00	.00	2,600.00	.0%
1025000	6050B	MINOR EQUIPMENT	6,500	0	6,500	1,144.12	.00	5,355.88	17.6%
1025000	6050C	SAFETY EQUIPMENT	15,000	0	15,000	829.27	.00	14,170.73	5.5%
1025000	6170A	OFFICE SUPPLIES	2,900	0	2,900	272.90	.00	2,627.10	9.4%
1025000	6260A	GASOLINE	17,000	0	17,000	-6,603.33	.00	23,603.33	-38.8%
1025000	6260B	DIESEL	49,000	0	49,000	-2,939.71	.00	51,939.71	-6.0%
1025000	6900A	UNIFORMS	6,200	0	6,200	.00	.00	6,200.00	.0%
1025000	6900B	AGGREGATE & LOAM	6,500	0	6,500	392.00	.00	6,108.00	6.0%
1025000	6900C	SAND	14,000	0	14,000	.00	.00	14,000.00	.0%
1025000	6900D	DE-ICING MATERIAL	120,000	0	120,000	.00	.00	120,000.00	.0%
1025000	6900E	COLD BITUMINOUS M	3,500	0	3,500	.00	.00	3,500.00	.0%
1025000	6900F	STORM DRAIN SUPPL	10,000	0	10,000	2,424.82	.00	7,575.18	24.2%
1025000	6900G	STREET SIGNS	6,800	0	6,800	1,181.75	.00	5,618.25	17.4%
1025000	8100A	DUES & MEMBERSHIP	800	0	800	.00	.00	800.00	.0%
TOTAL PUBLIC WORKS			1,518,471	0	1,518,471	63,128.82	.00	1,455,342.18	4.2%
0251 RECYCLING & REFUSE DISPOSAL									
1025100	10010	FULLTIME-PAYROLL	175,313	0	175,313	9,439.92	.00	165,873.08	5.4%
1025100	1180D	DRIVERS/LABORERS	26,386	0	26,386	1,420.78	.00	24,965.22	5.4%
1025100	1300A	OVERTIME	16,000	0	16,000	.00	.00	16,000.00	.0%
1025100	31000	CONTRACTED SERVIC	2,900	0	2,900	119.00	.00	2,781.00	4.1%
1025100	3100V	ALARM MONITORING	1,200	0	1,200	.00	.00	1,200.00	.0%
1025100	3101A	ECOMAIN FEES	396,000	0	396,000	473.75	.00	395,526.25	.1%
1025100	3101B	DEMO DISPOSAL FEE	129,000	0	129,000	648.00	.00	128,352.00	.5%
1025100	3101C	HHW COLLECTION	25,000	0	25,000	.00	.00	25,000.00	.0%
1025100	4300Q	BLDG./EQUIPMENT M	10,700	0	10,700	.00	.00	10,700.00	.0%
1025100	5400A	ADVERTISING	2,600	0	2,600	.00	.00	2,600.00	.0%
1025100	6260A	GASOLINE	700	0	700	51.62	.00	648.38	7.4%
1025100	6260B	DIESEL	3,400	0	3,400	111.89	.00	3,288.11	3.3%
1025100	6900A	UNIFORMS	2,400	0	2,400	224.90	.00	2,175.10	9.4%
1025100	8110A	BANK FEES	900	0	900	.00	.00	900.00	.0%
TOTAL RECYCLING & REFUSE DISPOSAL			792,499	0	792,499	12,489.86	.00	780,009.14	1.6%
0252 PARKS & GROUNDS									
1025200	10010	FULLTIME-PAYROLL	127,982	0	127,982	7,490.93	.00	120,491.07	5.9%

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FOR 2026 01									
			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1025200	1180D	DRIVERS/LABORERS	41,424	0	41,424	2,629.92	.00	38,794.08	6.3%
1025200	1180P	PART TIME	84,420	0	84,420	2,017.10	.00	82,402.90	2.4%
1025200	1300A	OVERTIME	4,000	0	4,000	629.24	.00	3,370.76	15.7%
1025200	3100A	PROFESSIONAL SERV	0	0	0	7,476.93	.00	-7,476.93	100.0%
1025200	3100O	CONTRACTED SERVIC	145,000	0	145,000	.00	.00	145,000.00	.0%
1025200	3100V	ALARM MONITORING	900	0	900	130.80	.00	769.20	14.5%
1025200	4300A	EQUIPMENT MAINTEN	17,800	0	17,800	2,368.20	.00	15,431.80	13.3%
1025200	4300I	FWP TREE PLANT/MA	10,000	0	10,000	.00	.00	10,000.00	.0%
1025200	4300L	COMMUNITY PLAYGRO	5,000	0	5,000	.00	.00	5,000.00	.0%
1025200	4300M	FWP BATTERY & MAN	2,000	0	2,000	.00	.00	2,000.00	.0%
1025200	4300N	FENCING/GATE MAIN	18,000	0	18,000	.00	.00	18,000.00	.0%
1025200	4300O	IRRIGATION MAINT	2,400	0	2,400	288.29	.00	2,111.71	12.0%
1025200	4300P	GROUNDS MAINTENAN	36,000	0	36,000	1,041.96	.00	34,958.04	2.9%
1025200	4300R	LIONS FIELD MAINT	1,500	0	1,500	.00	.00	1,500.00	.0%
1025200	4300U	CONTRACT SNOW PLO	88,500	0	88,500	.00	.00	88,500.00	.0%
1025200	5320A	CELLULAR PHONES	600	0	600	32.31	.00	567.69	5.4%
1025200	5400A	ADVERTISING	550	0	550	.00	.00	550.00	.0%
1025200	6050B	MINOR EQUIPMENT	4,500	0	4,500	.00	.00	4,500.00	.0%
1025200	6170B	MAINTENANCE SUPPL	14,500	0	14,500	.00	.00	14,500.00	.0%
1025200	6260A	GASOLINE	6,100	0	6,100	440.36	.00	5,659.64	7.2%
1025200	6260B	DIESEL	8,000	0	8,000	1,485.75	.00	6,514.25	18.6%
1025200	6900A	UNIFORMS	1,800	0	1,800	.00	.00	1,800.00	.0%
TOTAL PARKS & GROUNDS			620,976	0	620,976	26,031.79	.00	594,944.21	4.2%
0260 FACILITIES MANAGEMENT									
1026000	3100M	SCHOOL PROVIDED S	148,838	0	148,838	.00	.00	148,838.00	.0%
1026000	3100O	CONTRACTED SERVIC	500	0	500	.00	.00	500.00	.0%
1026000	3300B	CONFERENCES & MEE	300	0	300	.00	.00	300.00	.0%
1026000	4300A	EQUIPMENT MAINTEN	500	0	500	.00	.00	500.00	.0%
1026000	5400A	ADVERTISING	100	0	100	.00	.00	100.00	.0%
1026000	5801A	TRAVEL - MILEAGE	200	0	200	.00	.00	200.00	.0%
1026000	8100A	DUES & MEMBERSHIP	500	0	500	.00	.00	500.00	.0%
TOTAL FACILITIES MANAGEMENT			150,938	0	150,938	.00	.00	150,938.00	.0%
0261 TOWN HALL									
1026100	3100M	SCHOOL PROVIDED S	24,102	0	24,102	.00	.00	24,102.00	.0%

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FOR 2026 01									
			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1026100	3100X	MAINTENANCE CONTR	70,917	0	70,917	859.00	.00	70,058.00	1.2%
1026100	4100A	WATER & SEWER	3,750	0	3,750	1,303.68	.00	2,446.32	34.8%
1026100	6170B	MAINTENANCE SUPPL	5,000	0	5,000	763.50	.00	4,236.50	15.3%
1026100	6220A	ELECTRICITY	13,942	0	13,942	.00	.00	13,942.00	.0%
1026100	6230A	FUEL OIL	15,500	0	15,500	.00	.00	15,500.00	.0%
TOTAL TOWN HALL			133,211	0	133,211	2,926.18	.00	130,284.82	2.2%
0262 PUBLIC WORKS & RECYCLING BLDGS									
1026200	3100X	MAINTENANCE CONTR	48,420	0	48,420	2,849.65	.00	45,570.35	5.9%
1026200	4100A	WATER & SEWER	17,435	0	17,435	.00	.00	17,434.95	.0%
1026200	6170B	MAINTENANCE SUPPL	8,285	0	8,285	1,808.48	.00	6,476.52	21.8%
1026200	6220A	ELECTRICITY	29,910	0	29,910	2,173.64	.00	27,736.36	7.3%
1026200	6230A	FUEL OIL	23,000	0	23,000	.00	.00	23,000.00	.0%
TOTAL PUBLIC WORKS & RECYCLING BLDGS			127,050	0	127,050	6,831.77	.00	120,218.18	5.4%
0263 PARKS & MISCELLANEOUS BUILDIN									
1026300	3100X	MAINTENANCE CONTR	5,400	0	5,400	.00	.00	5,400.00	.0%
1026300	4100A	WATER & SEWER	3,000	0	3,000	.00	.00	3,000.00	.0%
1026300	6170B	MAINTENANCE SUPPL	4,000	0	4,000	.00	.00	4,000.00	.0%
1026300	6220A	ELECTRICITY	7,075	0	7,075	998.94	.00	6,076.06	14.1%
1026300	6230A	FUEL OIL	4,718	0	4,718	351.79	.00	4,365.84	7.5%
TOTAL PARKS & MISCELLANEOUS BUILDIN			24,193	0	24,193	1,350.73	.00	22,841.90	5.6%
0264 SPURWINK CHURCH BLDG									
1026400	3100X	MAINTENANCE CONTR	4,655	0	4,655	.00	.00	4,654.80	.0%
1026400	4100A	WATER & SEWER	2,800	0	2,800	19.79	.00	2,780.21	.7%
1026400	6170B	MAINTENANCE SUPPL	5,000	0	5,000	.00	.00	5,000.00	.0%
1026400	6220A	ELECTRICITY	1,130	0	1,130	48.41	.00	1,081.59	4.3%
1026400	6230A	FUEL OIL	3,515	0	3,515	.00	.00	3,515.00	.0%
TOTAL SPURWINK CHURCH BLDG			17,100	0	17,100	68.20	.00	17,031.60	.4%
0265 FORT WILLIAMS PARK BUILDINGS									
1026500	3100X	MAINTENANCE CONTR	28,080	0	28,080	978.86	.00	27,101.14	3.5%

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			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1026500	4100A	WATER & SEWER	10,000	0	10,000	1,281.51	.00	8,718.49	12.8%
1026500	6170B	MAINTENANCE SUPPL	5,000	0	5,000	.00	.00	5,000.00	.0%
1026500	6220A	ELECTRICITY	4,905	0	4,905	.00	.00	4,905.00	.0%
1026500	6230A	FUEL OIL	6,658	0	6,658	582.72	.00	6,075.28	8.8%
TOTAL FORT WILLIAMS PARK BUILDINGS			54,643	0	54,643	2,843.09	.00	51,799.91	5.2%
0266 LIBRARY BUILDING									
1026600	3100M	SCHOOL PROVIDED S	32,136	0	32,136	.00	.00	32,136.00	.0%
1026600	3100X	MAINTENANCE CONTR	30,000	0	30,000	2,759.00	.00	27,241.00	9.2%
1026600	4100A	WATER & SEWER	1,750	0	1,750	312.16	.00	1,437.84	17.8%
1026600	6170B	MAINTENANCE SUPPL	8,000	0	8,000	.00	.00	8,000.00	.0%
1026600	6220A	ELECTRICITY	21,335	0	21,335	1,942.20	.00	19,392.80	9.1%
1026600	6230A	FUEL OIL	12,000	0	12,000	665.42	.00	11,334.58	5.5%
TOTAL LIBRARY BUILDING			105,221	0	105,221	5,678.78	.00	99,542.22	5.4%
0267 SPURWINK SCHOOL BLDG									
1026700	3100X	MAINTENANCE CONTR	3,380	0	3,380	.00	.00	3,380.40	.0%
1026700	4100A	WATER & SEWER	110	0	110	.00	.00	110.00	.0%
1026700	6220A	ELECTRICITY	1,045	0	1,045	109.06	.00	935.94	10.4%
1026700	6230A	FUEL OIL	1,560	0	1,560	.00	.00	1,560.00	.0%
TOTAL SPURWINK SCHOOL BLDG			6,095	0	6,095	109.06	.00	5,986.34	1.8%
0268 TOWN CENTER FIRE STATION									
1026800	3100X	MAINTENANCE CONTR	41,500	0	41,500	2,852.70	.00	38,647.30	6.9%
1026800	4100A	WATER & SEWER	2,500	0	2,500	232.91	.00	2,267.09	9.3%
1026800	6170B	MAINTENANCE SUPPL	5,000	0	5,000	.00	.00	5,000.00	.0%
1026800	6230A	FUEL OIL	11,000	0	11,000	.00	.00	11,000.00	.0%
TOTAL TOWN CENTER FIRE STATION			60,000	0	60,000	3,085.61	.00	56,914.39	5.1%
0269 COMMUNITY CENTER BUILDING									
1026900	3100M	SCHOOL PROVIDED S	36,598	0	36,598	.00	.00	36,597.96	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1026900 3100X MAINTENANCE CONTR	66,172	0	66,172	2,098.50	.00	64,073.10	3.2%	
1026900 4100A WATER & SEWER	3,010	0	3,010	281.04	.00	2,728.96	9.3%	
1026900 6170B MAINTENANCE SUPPL	4,400	0	4,400	.00	.00	4,400.00	.0%	
1026900 6220A ELECTRICITY	20,010	0	20,010	.00	.00	20,010.00	.0%	
1026900 6230A FUEL OIL	13,320	0	13,320	28.00	.00	13,292.00	.2%	
TOTAL COMMUNITY CENTER BUILDING	143,510	0	143,510	2,407.54	.00	141,102.02	1.7%	
0270 RICHARDS POOL BUILDING								
1027000 3100M SCHOOL PROVIDED S	26,780	0	26,780	.00	.00	26,780.00	.0%	
1027000 3100X MAINTENANCE CONTR	60,000	0	60,000	305.76	.00	59,694.24	.5%	
1027000 4100A WATER & SEWER	4,000	0	4,000	249.82	.00	3,750.18	6.2%	
1027000 6170B MAINTENANCE SUPPL	13,720	0	13,720	1,001.45	.00	12,718.55	7.3%	
1027000 6220A ELECTRICITY	38,000	0	38,000	.00	.00	38,000.00	.0%	
1027000 6230A FUEL OIL	115,000	0	115,000	.00	.00	115,000.00	.0%	
1027000 6270A PROPANE/NATURAL G	0	0	0	432.75	.00	-432.75	100.0%	
TOTAL RICHARDS POOL BUILDING	257,500	0	257,500	1,989.78	.00	255,510.22	.8%	
0271 POLICE STATION								
1027100 3100M SCHOOL PROVIDED S	18,746	0	18,746	.00	.00	18,746.00	.0%	
1027100 3100X MAINTENANCE CONTR	63,655	0	63,655	.00	.00	63,655.00	.0%	
1027100 4100A WATER & SEWER	3,470	0	3,470	184.20	.00	3,285.80	5.3%	
1027100 6170B MAINTENANCE SUPPL	5,000	0	5,000	5,870.07	.00	-870.07	117.4%	
1027100 6220A ELECTRICITY	25,000	0	25,000	.00	.00	25,000.00	.0%	
1027100 6230A FUEL OIL	11,240	0	11,240	.00	.00	11,240.00	.0%	
TOTAL POLICE STATION	127,111	0	127,111	6,054.27	.00	121,056.73	4.8%	
0272 CAPE COTTAGE FIRE STATION								
1027200 3100X MAINTENANCE CONTR	12,960	0	12,960	.00	.00	12,960.00	.0%	
1027200 4100A WATER & SEWER	800	0	800	69.14	.00	730.86	8.6%	
1027200 6170B MAINTENANCE SUPPL	3,000	0	3,000	.00	.00	3,000.00	.0%	
1027200 6220A ELECTRICITY	2,100	0	2,100	163.15	.00	1,936.85	7.8%	
1027200 6230A FUEL OIL	4,450	0	4,450	.00	.00	4,450.00	.0%	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
TOTAL CAPE COTTAGE FIRE STATION	23,310	0	23,310	232.29	.00	23,077.71	1.0%	
0300 COMMUNITY SVC ADMINISTRATION								
1030000 10010 FULLTIME-PAYROLL	366,583	0	366,583	19,237.18	.00	347,345.82	5.2%	
1030000 3300B CONFERENCES & MEE	2,000	0	2,000	.00	.00	2,000.00	.0%	
1030000 5310A POSTAGE	3,859	0	3,859	599.74	.00	3,259.26	15.5%	
1030000 5320A CELLULAR PHONES	2,400	0	2,400	.00	.00	2,400.00	.0%	
1030000 5320B TELEPHONE	5,200	0	5,200	373.17	.00	4,826.83	7.2%	
1030000 5400A ADVERTISING	2,500	0	2,500	45.00	.00	2,455.00	1.8%	
1030000 5500A PRINTING	2,500	0	2,500	.00	.00	2,500.00	.0%	
1030000 5801A TRAVEL - MILEAGE	300	0	300	.00	.00	300.00	.0%	
1030000 6170A OFFICE SUPPLIES	4,200	0	4,200	.00	.00	4,200.00	.0%	
1030000 7301A EQUIPMENT	2,000	0	2,000	.00	.00	2,000.00	.0%	
1030000 8100A DUES & MEMBERSHIP	600	0	600	.00	.00	600.00	.0%	
TOTAL COMMUNITY SVC ADMINISTRATION	392,142	0	392,142	20,255.09	.00	371,886.91	5.2%	
0301 FITNESS CENTER								
1030100 1180P PART TIME	7,535	0	7,535	60.81	.00	7,474.19	.8%	
1030100 31000 CONTRACTED SERVIC	21,000	0	21,000	.00	.00	21,000.00	.0%	
1030100 5320B TELEPHONE	100	0	100	.00	.00	100.00	.0%	
1030100 7301A EQUIPMENT OUTLAY	3,500	0	3,500	.00	.00	3,500.00	.0%	
TOTAL FITNESS CENTER	32,135	0	32,135	60.81	.00	32,074.19	.2%	
0302 RICHARDS POOL PROGRAMS								
1030200 10010 FULLTIME-PAYROLL	67,000	0	67,000	3,711.64	.00	63,288.36	5.5%	
1030200 1180P PART TIME	82,235	0	82,235	12,637.97	.00	69,597.03	15.4%	
1030200 31000 CONTRACTED SERVIC	75,000	0	75,000	1,183.00	.00	73,817.00	1.6%	
1030200 3300A TRAINING/PROFESSI	750	0	750	.00	.00	750.00	.0%	
1030200 5310A POSTAGE	100	0	100	.00	.00	100.00	.0%	
1030200 5320B TELEPHONE	100	0	100	.00	.00	100.00	.0%	
1030200 5400A ADVERTISING	250	0	250	.00	.00	250.00	.0%	
1030200 6050A OFFICE EQUIPMENT	1,500	0	1,500	.00	.00	1,500.00	.0%	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1030200 6170A OFFICE SUPPLIES	3,000	0	3,000	.00	.00	3,000.00	.0%	
1030200 7301A EQUIPMENT OUTLAY	10,900	0	10,900	.00	.00	10,900.00	.0%	
1030200 8100A DUES & MEMBERSHIP	75	0	75	.00	.00	75.00	.0%	
1030200 8900A MISC. EXPENSES	0	0	0	264.59	.00	-264.59	100.0%	
TOTAL RICHARDS POOL PROGRAMS	240,910	0	240,910	17,797.20	.00	223,112.80	7.4%	
0303 ADULT PROGRAMS								
1030300 1180P PART TIME	13,826	0	13,826	2,829.21	.00	10,996.79	20.5%	
1030300 31000 CONTRACTED SERVIC	94,500	0	94,500	1,730.16	.00	92,769.84	1.8%	
1030300 4300B VEHICLE MAINTENAN	3,000	0	3,000	438.42	.00	2,561.58	14.6%	
1030300 5310A POSTAGE	1,000	0	1,000	.00	.00	1,000.00	.0%	
1030300 5400A ADVERTISING	2,000	0	2,000	.00	.00	2,000.00	.0%	
1030300 5500A PRINTING	2,000	0	2,000	.00	.00	2,000.00	.0%	
1030300 6170A OFFICE SUPPLIES	2,500	0	2,500	.00	.00	2,500.00	.0%	
1030300 6260A GASOLINE	1,200	0	1,200	332.48	.00	867.52	27.7%	
1030300 7301A EQUIPMENT OUTLAY	2,500	0	2,500	.00	.00	2,500.00	.0%	
TOTAL ADULT PROGRAMS	122,526	0	122,526	5,330.27	.00	117,195.73	4.4%	
0304 YOUTH PROGRAMS								
1030400 1180P PART TIME	227,500	0	227,500	46,068.35	.00	181,431.65	20.2%	
1030400 31000 CONTRACTED SERVIC	500,000	0	500,000	56,141.45	.00	443,858.55	11.2%	
1030400 3300A TRAINING/PROFESSI	1,000	0	1,000	.00	.00	1,000.00	.0%	
1030400 5310A POSTAGE	1,000	0	1,000	.00	.00	1,000.00	.0%	
1030400 5400A ADVERTISING	1,500	0	1,500	.00	.00	1,500.00	.0%	
1030400 5500A PRINTING	1,500	0	1,500	.00	.00	1,500.00	.0%	
1030400 5801A TRAVEL - MILEAGE	1,000	0	1,000	.00	.00	1,000.00	.0%	
1030400 6170A OFFICE SUPPLIES	30,000	0	30,000	475.85	.00	29,524.15	1.6%	
1030400 8101A REFUNDS	0	0	0	2,540.00	.00	-2,540.00	100.0%	
TOTAL YOUTH PROGRAMS	763,500	0	763,500	105,225.65	.00	658,274.35	13.8%	
0305 CAPE CARE								
1030500 1180P PART TIME	264,041	0	264,041	7,739.88	.00	256,301.12	2.9%	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1030500 31000 CONTRACTED SERVIC	3,000	0	3,000	.00	.00	3,000.00	.0%	
1030500 3300A TRAINING/PROFESSI	1,500	0	1,500	.00	.00	1,500.00	.0%	
1030500 5310A POSTAGE	200	0	200	.00	.00	200.00	.0%	
1030500 6170A OFFICE SUPPLIES	20,000	0	20,000	.00	.00	20,000.00	.0%	
TOTAL CAPE CARE	288,741	0	288,741	7,739.88	.00	281,001.12	2.7%	
0306 SPURWINK CHURCH								
1030600 3100V ALARM MONITORING	700	0	700	.00	.00	700.00	.0%	
TOTAL SPURWINK CHURCH	700	0	700	.00	.00	700.00	.0%	
0307 FORT WILLIAMS PARK								
1030700 1180S SEASONAL	103,865	0	103,865	10,540.50	.00	93,324.50	10.1%	
1030700 3101D CONTRACTS	88,000	0	88,000	1,450.00	.00	86,550.00	1.6%	
1030700 6220A ELECTRICITY	2,000	0	2,000	.00	.00	2,000.00	.0%	
1030700 6230A FUEL OIL	400	0	400	.00	.00	400.00	.0%	
1030700 6900A UNIFORMS	2,000	0	2,000	45.98	.00	1,954.02	2.3%	
TOTAL FORT WILLIAMS PARK	196,265	0	196,265	12,036.48	.00	184,228.52	6.1%	
0310 LIBRARY								
1031000 10010 FULLTIME-PAYROLL	527,525	0	527,525	26,643.30	.00	500,881.70	5.1%	
1031000 1180P PART TIME	74,500	0	74,500	6,800.43	.00	67,699.57	9.1%	
1031000 31000 CONTRACTED SERVIC	25,000	0	25,000	.00	.00	25,000.00	.0%	
1031000 3300B STAFF DEVELOPMENT	300	0	300	.00	.00	300.00	.0%	
1031000 3490A PROGRAMS	1,000	0	1,000	.00	284.50	715.50	28.5%	
1031000 5310A POSTAGE	1,660	0	1,660	.00	.00	1,660.00	.0%	
1031000 5340A E-BOOKS & MATERIA	15,000	0	15,000	.00	.00	15,000.00	.0%	
1031000 5400A PROGRAM SUPPLIES	1,000	0	1,000	.00	.00	1,000.00	.0%	
1031000 5801A TRAVEL - MILEAGE	300	0	300	.00	.00	300.00	.0%	
1031000 6170A OFFICE SUPPLIES	5,000	0	5,000	.00	271.60	4,728.40	5.4%	
1031000 6400A BOOKS & PUBLICATI	42,000	0	42,000	2,138.93	42.33	39,818.74	5.2%	
1031000 6600A AUDIOVISUAL RESOU	3,000	0	3,000	.00	.00	3,000.00	.0%	
1031000 7301A EQUIPMENT OUTLAY	200	0	200	.00	.00	200.00	.0%	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1031000 8100A DUES & MEMBERSHIP	500	0	500	.00	.00	500.00	.0%
TOTAL LIBRARY	696,985	0	696,985	35,582.66	598.43	660,803.91	5.2%
0320 HUMAN SERVICES							
1032000 3490A MAINEHEALTH CARE	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490B ME BEHAVIORIAL HEA	1,500	0	1,500	.00	.00	1,500.00	.0%
1032000 3490C VNA/HOSPICE	4,100	0	4,100	.00	.00	4,100.00	.0%
1032000 3490D CENTER FOR THERAP	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490E SMAAA	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490F OPPORTUNITY ALLIA	5,000	0	5,000	.00	.00	5,000.00	.0%
1032000 3490G REGIONAL TRANS PR	1,500	0	1,500	.00	.00	1,500.00	.0%
1032000 3490H FAMILY CRISIS CEN	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490I DAY ONE	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490J HOSPICE OF MAINE	2,500	0	2,500	.00	.00	2,500.00	.0%
1032000 3490K SEXUAL ASSAULT RE	1,500	0	1,500	.00	.00	1,500.00	.0%
1032000 3490L INDEPENDENT TRANS	1,500	0	1,500	.00	.00	1,500.00	.0%
1032000 3490M PREBLE STREET RES	10,000	0	10,000	.00	.00	10,000.00	.0%
1032000 3490N EASTER SEALS	7,500	0	7,500	.00	.00	7,500.00	.0%
1032000 3490Z GENERAL ASSISTANC	60,000	0	60,000	.00	.00	60,000.00	.0%
TOTAL HUMAN SERVICES	107,600	0	107,600	.00	.00	107,600.00	.0%
0331 COUNTY ASSESSMENT							
1033100 3492A COUNTY GOVERNMENT	2,188,380	0	2,188,380	.00	.00	2,188,380.00	.0%
TOTAL COUNTY ASSESSMENT	2,188,380	0	2,188,380	.00	.00	2,188,380.00	.0%
0332 OTHER ASSESSMENTS							
1033200 3492B GPCOG	20,977	0	20,977	20,977.00	.00	.00	100.0%
1033200 3492C MMA	17,500	0	17,500	.00	.00	17,500.00	.0%
TOTAL OTHER ASSESSMENTS	38,477	0	38,477	20,977.00	.00	17,500.00	54.5%
0340 CONTRIBUTIONS							
1034000 3491B FAMILY FUN DAY	24,000	0	24,000	.00	.00	24,000.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
1034000 3491C SENIOR TAX RELIEF	300,000	0	300,000	.00	.00	300,000.00	.0%	
TOTAL CONTRIBUTIONS	324,000	0	324,000	.00	.00	324,000.00	.0%	
0350 DEBT SERVICE								
1035000 8310A PRINCIPAL PAYMENT	693,772	0	693,772	.00	.00	693,772.00	.0%	
1035000 8311A CAPITAL LEASE PAY	227,744	0	227,744	.00	.00	227,744.00	.0%	
1035000 8320A INTEREST PAYMENT	101,680	0	101,680	.00	.00	101,680.00	.0%	
TOTAL DEBT SERVICE	1,023,196	0	1,023,196	.00	.00	1,023,196.00	.0%	
0360 INTERFUND TRANSFERS								
1036000 3493D TXFR TIF	182,903	0	182,903	.00	.00	182,903.00	.0%	
1036000 3493F TXFR TURF	15,000	0	15,000	.00	.00	15,000.00	.0%	
1036000 3493H TXFR CIP	845,000	0	845,000	.00	.00	845,000.00	.0%	
TOTAL INTERFUND TRANSFERS	1,042,903	0	1,042,903	.00	.00	1,042,903.00	.0%	
TOTAL TOWN GENERAL FUND	21,921,930	0	21,921,930	1,153,850.31	892.70	20,767,187.33	5.3%	
TOTAL EXPENSES	21,921,930	0	21,921,930	1,153,850.31	892.70	20,767,187.33		
0002 TOWN CIP								
0700 CIP								
20700000 40101 26459 FACILITY -	0	50,000	50,000	.00	.00	50,000.00	.0%	
20700000 40101 26460 FACILITY -	0	75,000	75,000	.00	.00	75,000.00	.0%	
20700000 40101 26461 FACILITY-IN	0	9,200	9,200	.00	.00	9,200.00	.0%	
20700000 40102 26456 UTILITY-CAS	0	330,000	330,000	.00	.00	330,000.00	.0%	
20700000 40102 26457 UTILITY-SCH	0	6,000	6,000	.00	.00	6,000.00	.0%	
20700000 40102 26458 UTILITY - T	0	50,000	50,000	.00	.00	50,000.00	.0%	
20700000 40103 26451 IT INFRASTR	0	81,000	81,000	32,500.01	32,499.99	16,000.00	80.2%	
20700000 40103 26452 IT NETWORK	0	26,000	26,000	.00	.00	26,000.00	.0%	
20700000 40104 26464 GROUNDS-GRE	0	40,000	40,000	.00	.00	40,000.00	.0%	
20700000 40104 26465 GROUNDS-TML	0	7,000	7,000	.00	.00	7,000.00	.0%	

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0002	TOWN CIP	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
20700000	40105 26453 PAVEMENT CO	0	20,000	20,000	.00	.00	20,000.00	.0%
20700000	40105 26454 RIGHT OF WA	0	75,000	75,000	.00	.00	75,000.00	.0%
20700000	40105 26455 RIGHT OF WA	0	10,000	10,000	854.00	.00	9,146.00	8.5%
	TOTAL CIP	0	779,200	779,200	33,354.01	32,499.99	713,346.00	8.5%
2000 PW INFRASTRUCTURE								
20004005	4500A CONSTRUCTION SER	325,000	-325,000	0	.00	.00	.00	.0%
20004025	4500A CONSTRUCTION SER	75,000	-75,000	0	.00	.00	.00	.0%
	TOTAL PW INFRASTRUCTURE	400,000	-400,000	0	.00	.00	.00	.0%
2001 PW VEHICLES/EQUIPMENT								
20014179	7301B VEHICLE PURCHASE	8,500	-8,500	0	.00	.00	.00	.0%
20014183	7301A EQUIPMENT PURCHA	45,000	-45,000	0	.00	.00	.00	.0%
20014184	7301A EQUIPMENT PURCHA	35,000	-35,000	0	.00	.00	.00	.0%
20014185	7301A EQUIPMENT PURCHA	8,000	-8,000	0	.00	.00	.00	.0%
	TOTAL PW VEHICLES/EQUIPMENT	96,500	-96,500	0	.00	.00	.00	.0%
2002 PW BUILDINGS/GROUNDS								
20024208	4500A CONSTRUCTION SER	8,000	-8,000	0	.00	.00	.00	.0%
	TOTAL PW BUILDINGS/GROUNDS	8,000	-8,000	0	.00	.00	.00	.0%
2003 PW ENGINEERING								
20034225	3420A ENGINEERING SERV	23,000	-23,000	0	.00	.00	.00	.0%
20034226	3420A ENGINEERING SERV	25,000	-25,000	0	.00	.00	.00	.0%
	TOTAL PW ENGINEERING	48,000	-48,000	0	.00	.00	.00	.0%
2010 POLICE DEPARTMENT								
20104001	7301A EQUIPMENT PURCHA	25,300	-25,300	0	.00	.00	.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
20104002 7301A EQUIPMENT PURCHA	11,900	-11,900	0	.00	.00	.00	.0%	
20104003 7301A EQUIPMENT PURCHA	0	0	0	-15,488.70	.00	15,488.70	100.0%	
20104003 7301B VEHICLE PURCHASE	61,000	-61,000	0	.00	.00	.00	.0%	
20104011 7301A EQUIPMENT PURCHA	28,500	-28,500	0	.00	.00	.00	.0%	
TOTAL POLICE DEPARTMENT	126,700	-126,700	0	-15,488.70	.00	15,488.70	100.0%	
2050 CIP - ADMINISTRATION								
20504258 41311 TOWN HALL RENOVA	60,000	-60,000	0	.00	.00	.00	.0%	
TOTAL CIP - ADMINISTRATION	60,000	-60,000	0	.00	.00	.00	.0%	
2090 CIP - ACP								
20904252 4390A GROUNDS MAINTENA	40,000	-40,000	0	2,774.95	.00	-2,774.95	100.0%	
TOTAL CIP - ACP	40,000	-40,000	0	2,774.95	.00	-2,774.95	100.0%	
TOTAL TOWN CIP	779,200	0	779,200	20,640.26	32,499.99	726,059.75	6.8%	
TOTAL EXPENSES	779,200	0	779,200	20,640.26	32,499.99	726,059.75		
0003 TOWN GRANT FUND								
3412 BHS - CLICK IT OR TICKET GRANT								
3341200 1300A OVERTIME	0	0	0	266.40	.00	-266.40	100.0%	
TOTAL BHS - CLICK IT OR TICKET GRANT	0	0	0	266.40	.00	-266.40	100.0%	
3425 BHS SPEED								
3342500 1300A OVERTIME	0	0	0	1,441.92	.00	-1,441.92	100.0%	
TOTAL BHS SPEED	0	0	0	1,441.92	.00	-1,441.92	100.0%	

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TOWN GRANT FUND	0	0	0	1,708.32	.00	-1,708.32	100.0%
TOTAL EXPENSES	0	0	0	1,708.32	.00	-1,708.32	

0040 SEWER FUND

0450 SEWER FUND

4045000 10010 FULLTIME-PAYROLL	21,750	0	21,750	.00	.00	21,750.00	.0%
4045000 1180D DRIVERS/LABORERS	0	0	0	1,170.05	.00	-1,170.05	100.0%
4045000 1300A OVERTIME	1,000	0	1,000	.00	.00	1,000.00	.0%
4045000 2240A SOCIAL SECURITY	1,740	0	1,740	.00	.00	1,740.00	.0%
4045000 3100A PROFESSIONAL SERV	1,000	0	1,000	.00	.00	1,000.00	.0%
4045000 3100X MAINTENANCE CONTR	150,000	0	150,000	1,257.11	.00	148,742.89	.8%
4045000 3492D PWD ASSESSMENT	2,390,220	0	2,390,220	412,342.00	.00	1,977,878.00	17.3%
4045000 3493G TXFR GENERAL FUND	83,717	0	83,717	.00	.00	83,717.00	.0%
4045000 6260A GASOLINE	600	0	600	51.62	.00	548.38	8.6%
4045000 6260B DIESEL	800	0	800	27.97	.00	772.03	3.5%
4045000 8190A UNCOLLECTIBLE	2,200	0	2,200	.00	.00	2,200.00	.0%
4045000 8300B PAYING AGENT FEE	10,455	0	10,455	.00	.00	10,455.00	.0%
4045000 8310A PRINCIPLE PAYMENT	202,056	0	202,056	.00	.00	202,056.00	.0%
4045000 8320A INTEREST PAYMENT	7,052	0	7,052	.00	.00	7,052.00	.0%
4045000 8900A MISC EXPENSES	1,700	0	1,700	.00	.00	1,700.00	.0%
TOTAL SEWER FUND	2,874,290	0	2,874,290	414,848.75	.00	2,459,441.25	14.4%
TOTAL SEWER FUND	2,874,290	0	2,874,290	414,848.75	.00	2,459,441.25	14.4%
TOTAL EXPENSES	2,874,290	0	2,874,290	414,848.75	.00	2,459,441.25	

0041 PORTLAND HEADLIGHT

0455 PORTLAND HEAD LIGHT

4145500 1040B DEPARTMENT HEADS	0	0	0	734.43	.00	-734.43	100.0%
4145500 1180P PART-TIME	64,653	0	64,653	2,935.07	.00	61,717.93	4.5%
4145500 2180A HEALTH INSURANCE	10,578	0	10,578	1,217.92	.00	9,360.08	11.5%
4145500 2240A SOCIAL SECURITY	4,946	0	4,946	.00	.00	4,946.00	.0%
4145500 2380B ICMA RETIREMENT	1,731	0	1,731	321.84	.00	1,409.16	18.6%
4145500 3100A PROFESSIONAL SERV	37,200	0	37,200	400.00	.00	36,800.00	1.1%

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FOR 2026 01

0041	PORTLAND HEADLIGHT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4145500	3100V ALARM MONITORING	450	0	450	.00	.00	450.00	.0%
4145500	3101G MUSEUM DEVELOPMEN	5,000	0	5,000	.00	.00	5,000.00	.0%
4145500	3300A TRAINING/PROFESSI	1,500	0	1,500	.00	.00	1,500.00	.0%
4145500	3300B CONFERENCES & MEE	200	0	200	.00	.00	200.00	.0%
4145500	3460A AUDIT SERVICES	1,500	0	1,500	.00	.00	1,500.00	.0%
4145500	3493G TXFR GENERAL FUND	15,149	0	15,149	.00	.00	15,149.00	.0%
4145500	4170A EMERGENCY REPAIRS	20,000	0	20,000	.00	.00	20,000.00	.0%
4145500	4300P GROUNDS MAINTENAN	5,000	0	5,000	.00	.00	5,000.00	.0%
4145500	4300Q BLDG/EQUIPMENT MA	10,000	0	10,000	.00	.00	10,000.00	.0%
4145500	5210A BUILDINGS & CONTE	5,000	0	5,000	.00	.00	5,000.00	.0%
4145500	5310A POSTAGE	300	0	300	.00	.00	300.00	.0%
4145500	5320B TELEPHONE	2,000	0	2,000	130.35	.00	1,869.65	6.5%
4145500	5400A ADVERTISING	5,000	0	5,000	880.00	.00	4,120.00	17.6%
4145500	5801A TRAVEL - MILEAGE	200	0	200	.00	.00	200.00	.0%
4145500	6050A OFFICE EQUIPMENT	3,500	0	3,500	.00	.00	3,500.00	.0%
4145500	6170A OFFICE SUPPLIES	500	0	500	.00	.00	500.00	.0%
4145500	6170B MAINTENANCE SUPPL	300	0	300	.00	.00	300.00	.0%
4145500	6220A ELECTRICITY	3,000	0	3,000	.00	.00	3,000.00	.0%
4145500	6230A FUEL OIL	4,500	0	4,500	.00	.00	4,500.00	.0%
4145500	6400A BOOKS & PUBLICATI	100	0	100	.00	.00	100.00	.0%
4145500	8100A DUES & MEMBERSHIP	1,200	0	1,200	677.58	.00	522.42	56.5%
4145500	8110A BANK FEES	40,000	0	40,000	3,228.28	.00	36,771.72	8.1%
4145500	9999A GIFT SHOP COSTS O	345,000	0	345,000	60,827.63	.00	284,172.37	17.6%
	TOTAL PORTLAND HEAD LIGHT	588,507	0	588,507	71,353.10	.00	517,153.90	12.1%
	TOTAL PORTLAND HEADLIGHT	588,507	0	588,507	71,353.10	.00	517,153.90	12.1%
	TOTAL EXPENSES	588,507	0	588,507	71,353.10	.00	517,153.90	
0042 THOMAS JORDAN TRUST FUND								
0460 THOMAS JORDAN TRUST								
4246000	3460A AUDIT SERVICES	1,000	0	1,000	.00	.00	1,000.00	.0%
4246000	3493G TXFR GENERAL FUND	36,030	0	36,030	.00	.00	36,030.00	.0%
4246000	8900A MISC. EXPENSES	50,000	0	50,000	.00	.00	50,000.00	.0%
	TOTAL THOMAS JORDAN TRUST	87,030	0	87,030	.00	.00	87,030.00	.0%
	TOTAL THOMAS JORDAN TRUST FUND	87,030	0	87,030	.00	.00	87,030.00	.0%
	TOTAL EXPENSES	87,030	0	87,030	.00	.00	87,030.00	
0043 RIVERSIDE PERPETUAL CARE								

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FOR 2026 01									
0043	RIVERSIDE PERPETUAL CARE		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0465 RIVERSIDE PERPETUAL CARE									
4346500	10010	FULLTIME-PAYROLL	27,300	0	27,300	.00	.00	27,300.00	.0%
4346500	1180D	DRIVERS/LABORERS	0	0	0	1,468.84	.00	-1,468.84	100.0%
4346500	1180P	PART-TIME	12,000	0	12,000	2,917.55	.00	9,082.45	24.3%
4346500	1300A	OVERTIME	2,900	0	2,900	.00	.00	2,900.00	.0%
4346500	2240A	SOCIAL SECURITY	3,228	0	3,228	.00	.00	3,228.00	.0%
4346500	3100A	PROFESSIONAL SERV	3,000	0	3,000	.00	.00	3,000.00	.0%
4346500	31000	CONTRACTED SERVIC	1,500	0	1,500	.00	.00	1,500.00	.0%
4346500	3493G	TXFR GENERAL FUND	1,867	0	1,867	.00	.00	1,867.00	.0%
4346500	4100A	WATER & SEWER	600	0	600	.00	.00	600.00	.0%
4346500	4300S	MARKER MAINTENANC	1,400	0	1,400	.00	.00	1,400.00	.0%
4346500	4300T	STONEWALL MAINTEN	1,500	0	1,500	.00	.00	1,500.00	.0%
4346500	6220A	ELECTRICITY	300	0	300	43.43	.00	256.57	14.5%
4346500	6260A	GASOLINE	1,100	0	1,100	124.20	.00	975.80	11.3%
4346500	6260B	DIESEL	1,200	0	1,200	222.01	.00	977.99	18.5%
4346500	6900A	UNIFORMS	1,200	0	1,200	.00	.00	1,200.00	.0%
4346500	8900A	MISC EXPENSES	2,800	0	2,800	.00	.00	2,800.00	.0%
4346500	9999B	LOT BUY BACK	2,200	0	2,200	.00	.00	2,200.00	.0%
TOTAL RIVERSIDE PERPETUAL CARE			64,095	0	64,095	4,776.03	.00	59,318.97	7.5%
TOTAL RIVERSIDE PERPETUAL CARE			64,095	0	64,095	4,776.03	.00	59,318.97	7.5%
TOTAL EXPENSES			64,095	0	64,095	4,776.03	.00	59,318.97	
0044 LIBRARY FUND									
0470 LIBRARY AGENCY									
4447000	1180S	SEASONAL	0	0	0	1,135.72	.00	-1,135.72	100.0%
4447000	3300B	STAFF DEVELOPMENT	3,000	0	3,000	.00	.00	3,000.00	.0%
4447000	3493G	TXFR GENERAL FUND	2,792	0	2,792	.00	.00	2,792.00	.0%
4447000	5340A	E-BOOKS & MATERIA	7,000	0	7,000	.00	.00	7,000.00	.0%
4447000	5400A	PROGRAM SUPPLIES	5,000	0	5,000	.00	.00	5,000.00	.0%
4447000	5500A	PRINTING	600	0	600	.00	.00	600.00	.0%
4447000	5801A	TRAVEL - MILEAGE	1,500	0	1,500	.00	.00	1,500.00	.0%
4447000	6050A	OFFICE EQUIPMENT	1,000	0	1,000	.00	.00	1,000.00	.0%
4447000	6170A	OFFICE SUPPLIES	500	0	500	.00	.00	500.00	.0%
4447000	6400A	BOOKS & PUBLICATI	3,000	0	3,000	.00	.00	3,000.00	.0%
4447000	6600A	AUDIOVISUAL RESOU	300	0	300	.00	.00	300.00	.0%

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FOR 2026 01									
0044	LIBRARY FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4447000	7340A	TECHNOLOGY EQUIPM	1,800	0	1,800	.00	.00	1,800.00	.0%
4447000	8900A	MISC EXPENSES	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL LIBRARY AGENCY			36,492	0	36,492	1,135.72	.00	35,356.28	3.1%
0471 TMLF GIFTS									
4447100	3300B	STAFF DEVELOPMENT	1,000	0	1,000	.00	.00	1,000.00	.0%
4447100	3490A	PROGRAMS	8,000	0	8,000	974.97	.00	7,025.03	12.2%
4447100	5340A	E-BOOKS & MATERIA	0	0	0	1,750.00	.00	-1,750.00	100.0%
4447100	5400A	PROGRAM SUPPLIES	10,000	0	10,000	.00	.00	10,000.00	.0%
4447100	5500A	PRINTING	1,000	0	1,000	101.09	.00	898.91	10.1%
4447100	5801A	TRAVEL - MILEAGE	300	0	300	.00	.00	300.00	.0%
4447100	6400A	BOOKS & PUBLICATI	0	0	0	.00	60.19	-60.19	100.0%
4447100	8900A	MISC EXPENSES	10,000	0	10,000	260.58	79.30	9,660.12	3.4%
TOTAL TMLF GIFTS			30,300	0	30,300	3,086.64	139.49	27,073.87	10.6%
0472 LOST & PAID									
4447200	6400A	BOOKS & PUBLICATI	4,000	0	4,000	.00	.00	4,000.00	.0%
4447200	6600A	AUDIOVISUAL SUPPL	200	0	200	.00	.00	200.00	.0%
TOTAL LOST & PAID			4,200	0	4,200	.00	.00	4,200.00	.0%
0473 COLES CHILDREN BOOKS									
4447300	6400A	BOOKS & PUBLICATI	500	0	500	.00	.00	500.00	.0%
TOTAL COLES CHILDREN BOOKS			500	0	500	.00	.00	500.00	.0%
0475 ZIMPRITCH									
4447500	5340A	E-BOOKS & MATERIA	500	0	500	.00	.00	500.00	.0%
4447500	5400A	PROGRAM SUPPLIES	300	0	300	.00	.00	300.00	.0%
4447500	5500A	PRINTING	100	0	100	.00	.00	100.00	.0%

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
4447500 6400A BOOKS & PUBLICATI	1,000	0	1,000	.00	.00	1,000.00	.0%	
4447500 6600A AUDIOVISUAL RESOU	200	0	200	.00	.00	200.00	.0%	
TOTAL ZIMPRITCH	2,100	0	2,100	.00	.00	2,100.00	.0%	
0476 CHASE FAMILY								
4447600 3490A PROGRAMS	500	0	500	.00	.00	500.00	.0%	
4447600 6400A BOOKS & PUBLICATI	2,000	0	2,000	.00	.00	2,000.00	.0%	
4447600 6600A AUDIOVISUAL SUPPL	200	0	200	.00	.00	200.00	.0%	
4447600 8900A MISC EXPENSES	300	0	300	.00	.00	300.00	.0%	
TOTAL CHASE FAMILY	3,000	0	3,000	.00	.00	3,000.00	.0%	
0477 LIBBY BEQUEST								
4447700 7200A BLDG. IMPROVE/CON	9,000	0	9,000	.00	.00	9,000.00	.0%	
4447700 8900A MISC EXPENSES	9,000	0	9,000	.00	.00	9,000.00	.0%	
TOTAL LIBBY BEQUEST	18,000	0	18,000	.00	.00	18,000.00	.0%	
TOTAL LIBRARY FUND	94,592	0	94,592	4,222.36	139.49	90,230.15	4.6%	
TOTAL EXPENSES	94,592	0	94,592	4,222.36	139.49	90,230.15		
0050 FORT WILLIAMS PARK CIP FUND								
0520 FORT WILLIAMS PARK CIP								
5052000 3493G TXFR GENERAL FUND	250,350	0	250,350	.00	.00	250,350.00	.0%	
55204300 3100A PROFESSIONAL SER	7,500	0	7,500	.00	.00	7,500.00	.0%	
55204300 4500A CONSTRUCTION SER	30,000	0	30,000	3,216.00	.00	26,784.00	10.7%	
55204303 4500A CONSTRUCTION SER	28,000	0	28,000	.00	.00	28,000.00	.0%	
55204305 4500A CONSTRUCTION SER	30,000	0	30,000	.00	.00	30,000.00	.0%	
55204306 4500A CONSTRUCTION SER	250,000	0	250,000	.00	.00	250,000.00	.0%	
55204311 4500A CONSTRUCTION SER	0	0	0	3,812.90	.00	-3,812.90	100.0%	
55204316 3420A ENGINEERING SERV	15,000	0	15,000	.00	.00	15,000.00	.0%	
TOTAL FORT WILLIAMS PARK CIP	610,850	0	610,850	7,028.90	.00	603,821.10	1.2%	

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FOR 2026 01								
0050	FORT WILLIAMS PARK CIP FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL FORT WILLIAMS PARK CIP FUND	610,850	0	610,850	7,028.90	.00	603,821.10	1.2%
	TOTAL EXPENSES	610,850	0	610,850	7,028.90	.00	603,821.10	
0060 POLICE ASSET FORFEITURE								
0505 US DOJ ASSET FORFEITURE								
6050500	7301A EQUIPMENT OUTLAY	0	0	0	17,468.14	.00	-17,468.14	100.0%
	TOTAL US DOJ ASSET FORFEITURE	0	0	0	17,468.14	.00	-17,468.14	100.0%
	TOTAL POLICE ASSET FORFEITURE	0	0	0	17,468.14	.00	-17,468.14	100.0%
	TOTAL EXPENSES	0	0	0	17,468.14	.00	-17,468.14	
0061 POLICE DONATION								
0507 POLICE DONATE								
6150700	8900A MISC EXPENSES	0	0	0	185.07	.00	-185.07	100.0%
	TOTAL POLICE DONATE	0	0	0	185.07	.00	-185.07	100.0%
	TOTAL POLICE DONATION	0	0	0	185.07	.00	-185.07	100.0%
	TOTAL EXPENSES	0	0	0	185.07	.00	-185.07	
0062 FIRE DEPARTMENT SCHOLARSHIP								
0510 FIRE DEPT SCHOLARSHIP FUND								
6251000	3101F SCHOLARSHIP	0	0	0	6,000.00	.00	-6,000.00	100.0%
	TOTAL FIRE DEPT SCHOLARSHIP FUND	0	0	0	6,000.00	.00	-6,000.00	100.0%
	TOTAL FIRE DEPARTMENT SCHOLARSHIP	0	0	0	6,000.00	.00	-6,000.00	100.0%
	TOTAL EXPENSES	0	0	0	6,000.00	.00	-6,000.00	
0063 EE ACTIVITIES								

YEAR-TO-DATE EXPENDITURE REPORT

FOR 2026 01								
0063	EE ACTIVITIES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0515 WETEAM ACTIVITY								
63051500 8900A	MISC. EXPENSES	0	0	0	620.44	.00	-620.44	100.0%
	TOTAL WETEAM ACTIVITY	0	0	0	620.44	.00	-620.44	100.0%
	TOTAL EE ACTIVITIES	0	0	0	620.44	.00	-620.44	100.0%
	TOTAL EXPENSES	0	0	0	620.44	.00	-620.44	
	GRAND TOTAL	27,020,494	0	27,020,494	1,702,701.68	33,532.18	25,284,260.48	6.4%
** END OF REPORT - Generated by Kristie Bradbury **								

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01							
		ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0001 TOWN GENERAL FUND							
0110 ADMINISTRATION							
0010 LOCAL FEES AND CHGS FOR SERV							
1011010	01011	FEES: CABLE FRAN	-140,000	0	-140,000	.00	-140,000.00 .0%
1011010	01033	FEES: NSF CHECK	-300	0	-300	-75.00	-225.00 25.0%
1011010	01036	FEES: PARKING PAY	-754,600	0	-754,600	.00	-754,600.00 .0%
1011010	01051	FEES: CLERKS FEES	-6,725	0	-6,725	-974.80	-5,750.20 14.5%
1011010	01052	FEES: DOG LICENSE	-3,500	0	-3,500	-104.00	-3,396.00 3.0%
1011010	01053	FEES: HUNTING/FIS	-100	0	-100	-18.00	-82.00 18.0%
1011010	01054	FEES: MARRIAGE LI	-2,100	0	-2,100	.00	-2,100.00 .0%
1011010	01057	FEES: REGISTRATIO	-33,000	0	-33,000	-3,825.00	-29,175.00 11.6%
1011010	01060	FEES: INTEREST/LA	-30,000	0	-30,000	-9,071.32	-20,928.68 30.2%
1011010	01061	INSURANCE CLAIM R	-5,000	0	-5,000	.00	-5,000.00 .0%
1011010	01500	DIVIDEND: MMA WOR	-10,000	0	-10,000	.00	-10,000.00 .0%
1011010	01750	REFUND: LEGAL FEE	-1,000	0	-1,000	.00	-1,000.00 .0%
1011010	01800	RENT: TOWN HALL S	-3,000	0	-3,000	-150.00	-2,850.00 5.0%
1011010	01801	RENT: LAND LEASE	-4,000	0	-4,000	.00	-4,000.00 .0%
1011010	01851	REVENUE: MISCELLA	-5,000	0	-5,000	-116.10	-4,883.90 2.3%
0030 INVESTMENT INCOME							
1011030	01700	INTEREST INCOME	-400,000	0	-400,000	-38,319.56	-361,680.44 9.6%
0040 EXCISE TAXES							
1011040	02001	TAXES: AIRCRAFT E	-1,000	0	-1,000	.00	-1,000.00 .0%
1011040	02002	TAXES: BOAT EXCIS	-20,000	0	-20,000	-1,503.40	-18,496.60 7.5%
1011040	02003	TAXES: EXCISE TAX	-2,700,000	0	-2,700,000	-277,252.09	-2,422,747.91 10.3%
0050 FEDERAL REVENUES							
1011050	01852	REVENUE: MISCELLA	-1,000	0	-1,000	.00	-1,000.00 .0%
0060 STATE REVENUES							
1011060	01950	STATE: GA REIMBUR	-35,000	0	-35,000	.00	-35,000.00 .0%

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
1011060 01951 STATE: GENERAL RE	-10,000	0	-10,000	.00	-10,000.00	.0%
1011060 01952 STATE: PARK FEE S	-11,000	0	-11,000	.00	-11,000.00	.0%
1011060 01953 STATE: RENEWABLE	-3,500	0	-3,500	.00	-3,500.00	.0%
1011060 01954 STATE: SNOWMOBILE	-500	0	-500	.00	-500.00	.0%
0120 ASSESSING/CODES/PLANNING						
0010 LOCAL FEES AND CHGS FOR SERV						
1012010 01008 FEES: BUILDING PE	-160,000	0	-160,000	-12,888.18	-147,111.82	8.1%
1012010 01020 FEES: ELECTRICAL	-30,000	0	-30,000	-4,950.00	-25,050.00	16.5%
1012010 01023 FEES: HEALTH PERM	-800	0	-800	.00	-800.00	.0%
1012010 01024 FEES: HEATING PER	-1,000	0	-1,000	-100.00	-900.00	10.0%
1012010 01040 FEES: PLUMBING PE	-12,000	0	-12,000	-625.00	-11,375.00	5.2%
1012010 01047 FEES: SHORT-TERM	-20,000	0	-20,000	-2,000.00	-18,000.00	10.0%
1012010 01050 FEES: ZONING BOAR	-6,000	0	-6,000	-850.00	-5,150.00	14.2%
0060 STATE REVENUES						
1012060 01955 STATE: TREE GROWT	-20,000	0	-20,000	.00	-20,000.00	.0%
1012060 01956 STATE: VETERANS R	-15,000	0	-15,000	.00	-15,000.00	.0%
0210 POLICE DEPARTMENT						
0010 LOCAL FEES AND CHGS FOR SERV						
1021010 01005 FEES & FINES: POL	-5,000	0	-5,000	-420.00	-4,580.00	8.4%
1021010 01032 FEES: MOORING PER	-2,500	0	-2,500	-100.00	-2,400.00	4.0%
1021010 01751 REIMBURSEMENT: PD	-15,000	0	-15,000	.00	-15,000.00	.0%
1021010 01903 SALE: PD VEHICLES	-10,000	0	-10,000	.00	-10,000.00	.0%
0230 FIRE DEPARTMENT						
0010 LOCAL FEES AND CHGS FOR SERV						
1023010 01001 FEES: AMB BILLING	-550,000	0	-550,000	-58,134.60	-491,865.40	10.6%

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
1023010 01002 FEES: AMB BILLING	215,000	0	215,000	22,721.40	192,278.60	10.6%
1023010 01752 REIMBURSEMENT: FI	0	0	0	-800.00	800.00	100.0%
0250 PUBLIC WORKS						
0010 LOCAL FEES AND CHGS FOR SERV						
1025010 01042 FEES: PW POLE LOC	0	0	0	-30.00	30.00	100.0%
1025010 01044 FEES: REFUSE DISP	-90,000	0	-90,000	-14,355.89	-75,644.11	16.0%
1025010 01048 FEES: STREET OPEN	-5,000	0	-5,000	-500.00	-4,500.00	10.0%
1025010 01807 LEASE: TXFR STATI	-4,000	0	-4,000	.00	-4,000.00	.0%
1025010 01855 PW - MISC REVENUE	-100	0	-100	.00	-100.00	.0%
0050 FEDERAL REVENUES						
1025050 01852 REVENUE: FEDERAL	0	0	0	-9,864.00	9,864.00	100.0%
0060 STATE REVENUES						
1025060 01958 STATE: MDOT BLOCK	-98,000	0	-98,000	.00	-98,000.00	.0%
0300 COMMUNITY SVC ADMINISTRATION						
0010 LOCAL FEES AND CHGS FOR SERV						
1030010 01014 FEES: CS ADULT PR	-135,000	0	-135,000	-4,020.24	-130,979.76	3.0%
1030010 01015 FEES: CS CAPE CAR	-243,000	0	-243,000	-269.60	-242,730.40	.1%
1030010 01016 FEES: CS FITNESS	-58,000	0	-58,000	-2,016.72	-55,983.28	3.5%
1030010 01017 FEES: CS YOUTH PR	-1,000,000	0	-1,000,000	-9,544.79	-990,455.21	1.0%
1030010 01018 FEES: CS POOL	-315,000	0	-315,000	-17,586.23	-297,413.77	5.6%
1030010 01064 FEES: PASSPORTS	-10,500	0	-10,500	-942.00	-9,558.00	9.0%
1030010 01102 DONATION: CS SOUN	-6,000	0	-6,000	.00	-6,000.00	.0%
1030010 01802 RENT: COMMUNITY C	-26,000	0	-26,000	-2,259.95	-23,740.05	8.7%
0305 CAPE CARE						
0000 UNDEFINED						

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
1030500 01970 FEDERAL: ARPA CHI	0	0	0	-4,004.58	4,004.58	100.0%
0310 LIBRARY						
0010 LOCAL FEES AND CHGS FOR SERV						
1031010 01026 FEES: LIBRARY ART	-200	0	-200	.00	-200.00	.0%
1031010 01027 FEES: LIBRARY COP	-1,800	0	-1,800	.00	-1,800.00	.0%
0900 TAXES/COMPONENTS						
0060 STATE REVENUES						
1090060 01959 STATE: BETE REIMB	-23,000	0	-23,000	.00	-23,000.00	.0%
1090060 01960 STATE: HOMESTEAD	-800,000	0	-800,000	-123,205.00	-676,795.00	15.4%
1090060 01961 STATE: REVENUE SH	-1,300,000	0	-1,300,000	-127,401.67	-1,172,598.33	9.8%
0090 REAL ESTATE TAXES						
1090090 02004 TAXES: REAL ESTAT	-12,762,346	0	-12,762,346	.00	-12,762,346.34	.0%
1000 TRANSFERS						
0000 UNDEFINED						
1100070 02050 TXFR IN: FORT WMS	-19,350	0	-19,350	.00	-19,350.00	.0%
1100070 02051 TXFR IN: INFRASTR	-70,000	0	-70,000	.00	-70,000.00	.0%
1100070 02052 TXFR IN: LIBRARY	-2,792	0	-2,792	.00	-2,792.00	.0%
1100070 02053 TXFR IN: PORTLAND	-15,149	0	-15,149	.00	-15,149.00	.0%
1100070 02054 TXFR IN: RIVERSID	-1,894	0	-1,894	.00	-1,894.00	.0%
1100070 02055 TXFR IN: SEWER FU	-86,144	0	-86,144	.00	-86,144.00	.0%
1100070 02056 TXFR IN: T JORDAN	-36,030	0	-36,030	.00	-36,030.00	.0%
TOTAL TOWN GENERAL FUND	-21,921,930	0	-21,921,930	-705,556.32	-21,216,374.02	3.2%
TOTAL REVENUES	-21,921,930	0	-21,921,930	-705,556.32	-21,216,374.02	

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0002 TOWN CIP						
0700 CIP						
0070 INTERFUND TRANSFERS IN						
2100070 02059 TXFR IN: GENL FUN	-779,200	0	-779,200	.00	-779,200.00	.0%
TOTAL TOWN CIP	-779,200	0	-779,200	.00	-779,200.00	.0%
TOTAL REVENUES	-779,200	0	-779,200	.00	-779,200.00	
0040 SEWER FUND						
0450 SEWER FUND						
0010 LOCAL FEES AND CHGS FOR SERV						
4045010 01013 FEES: CONNECTION	-24,000	0	-24,000	.00	-24,000.00	.0%
4045010 01043 FEES: PWD MISC AD	-1,000	0	-1,000	.00	-1,000.00	.0%
4045010 01046 FEES: SEWER BILLS	-2,387,025	0	-2,387,025	.00	-2,387,025.00	.0%
0030 INVESTMENT INCOME						
4045030 01905 SEWER: INT & PENA	-100	0	-100	.00	-100.00	.0%
0080 USE OF FUND BALANCE						
4045080 02100 USE OF SURPLUS	-462,165	0	-462,165	.00	-462,165.00	.0%
TOTAL SEWER FUND	-2,874,290	0	-2,874,290	.00	-2,874,290.00	.0%
TOTAL REVENUES	-2,874,290	0	-2,874,290	.00	-2,874,290.00	
0041 PORTLAND HEADLIGHT						
0455 PORTLAND HEAD LIGHT						

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0010 LOCAL FEES AND CHGS FOR SERV						
4145510 01007 FEES: BINOCULARS	-800	0	-800	.00	-800.00	.0%
4145510 01022 FEES: GIFT SHOP S	-800,500	0	-800,500	-161,230.85	-639,269.15	20.1%
4145510 01055 FEES: MUSEUM ADMI	-69,500	0	-69,500	-14,012.00	-55,488.00	20.2%
4145510 01103 DONATION: PHL	-4,500	0	-4,500	-1,105.00	-3,395.00	24.6%
0070 INTERFUND TRANSFERS IN						
4145570 02059 TXFR IN: GENL FUN	374,363	0	374,363	.00	374,363.00	.0%
0080 USE OF FUND BALANCE						
4145580 02100 USE OF SURPLUS	-87,570	0	-87,570	.00	-87,570.00	.0%
TOTAL PORTLAND HEADLIGHT	-588,507	0	-588,507	-176,347.85	-412,159.15	30.0%
TOTAL REVENUES	-588,507	0	-588,507	-176,347.85	-412,159.15	
0042 THOMAS JORDAN TRUST FUND						
0460 THOMAS JORDAN TRUST						
0010 LOCAL FEES AND CHGS FOR SERV						
4246010 01803 RENT: PWD WWT PLA	-2,500	0	-2,500	.00	-2,500.00	.0%
0030 INVESTMENT INCOME						
4246030 01308 CHANGE INVESTMENT	0	0	0	-9,452.40	9,452.40	100.0%
4246030 01702 INTEREST INCOME	-55,000	0	-55,000	-1,435.58	-53,564.42	2.6%
0080 USE OF FUND BALANCE						
4246080 02100 USE OF SURPLUS	-29,530	0	-29,530	.00	-29,530.00	.0%
TOTAL THOMAS JORDAN TRUST FUND	-87,030	0	-87,030	-10,887.98	-76,142.02	12.5%
TOTAL REVENUES	-87,030	0	-87,030	-10,887.98	-76,142.02	

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01							
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL	
0043 RIVERSIDE PERPETUAL CARE							
0465 RIVERSIDE PERPETUAL CARE							
0010 LOCAL FEES AND CHGS FOR SERV							
4346510 01009 FEES: BURIAL FEES	-40,000	0	-40,000	-4,700.00	-35,300.00	11.8%	
4346510 01029 FEES: LOT SALES	-13,000	0	-13,000	-3,700.00	-9,300.00	28.5%	
4346510 01045 FEES: RIVERSIDE M	-8,000	0	-8,000	.00	-8,000.00	.0%	
0030 INVESTMENT INCOME							
4346530 01703 INTEREST INCOME	-3,000	0	-3,000	-1,920.02	-1,079.98	64.0%	
0080 USE OF FUND BALANCE							
4346580 02100 USE OF SURPLUS	-95	0	-95	.00	-95.00	.0%	
TOTAL RIVERSIDE PERPETUAL CARE	-64,095	0	-64,095	-10,320.02	-53,774.98	16.1%	
TOTAL REVENUES	-64,095	0	-64,095	-10,320.02	-53,774.98		
0044 LIBRARY FUND							
0470 LIBRARY AGENCY							
0010 LOCAL FEES AND CHGS FOR SERV							
4447010 01105 DONATION: LIBRARY	-2,000	0	-2,000	.00	-2,000.00	.0%	
4447010 01859 LIBRARY AGENCY -	-200	0	-200	.00	-200.00	.0%	
0030 INVESTMENT INCOME							
4447030 01704 INTEREST INCOME L	-1,000	0	-1,000	-1,013.03	13.03	101.3%	

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0080 USE OF FUND BALANCE						
4447080 02100 USE OF SURPLUS	-22,642	0	-22,642	.00	-22,642.00	.0%
0471 TMLF GIFTS						
0010 LOCAL FEES AND CHGS FOR SERV						
4447110 01106 DONATION: LIBRARY	-20,000	0	-20,000	.00	-20,000.00	.0%
0472 LOST & PAID						
0010 LOCAL FEES AND CHGS FOR SERV						
4447210 01028 FEES: LIBRARY LOS	-4,000	0	-4,000	.00	-4,000.00	.0%
0080 USE OF FUND BALANCE						
4447280 02100 USE OF SURPLUS	-1,500	0	-1,500	.00	-1,500.00	.0%
0473 COLES CHILDREN BOOKS						
0030 INVESTMENT INCOME						
4447330 01705 INTEREST INCOME:	0	0	0	-2.59	2.59	100.0%
0080 USE OF FUND BALANCE						
4447380 02100 USE OF SURPLUS	-150	0	-150	.00	-150.00	.0%
0474 PETER RICH MEMORIAL						
0030 INVESTMENT INCOME						

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
4447430 01706 INTEREST INCOME:	-200	0	-200	-33.84	-166.16	16.9%
0080 USE OF FUND BALANCE						
4447480 02100 USE OF SURPLUS	-6,300	0	-6,300	.00	-6,300.00	.0%
0475 ZIMPRITCH						
0010 LOCAL FEES AND CHGS FOR SERV						
4447510 01109 DONATION: ZIMPRIT	-1,000	0	-1,000	.00	-1,000.00	.0%
0030 INVESTMENT INCOME						
4447530 01707 INTEREST INCOME:	-100	0	-100	-44.14	-55.86	44.1%
0080 USE OF FUND BALANCE						
4447580 02100 USE OF SURPLUS	-500	0	-500	.00	-500.00	.0%
0476 CHASE FAMILY						
0010 LOCAL FEES AND CHGS FOR SERV						
4447610 01110 DONATION: CHASE	-2,000	0	-2,000	.00	-2,000.00	.0%
0030 INVESTMENT INCOME						
4447630 01708 INTEREST INCOME:	-50	0	-50	-10.49	-39.51	21.0%
0080 USE OF FUND BALANCE						
4447680 02100 USE OF SURPLUS	-1,950	0	-1,950	.00	-1,950.00	.0%

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0477 LIBBY BEQUEST						
0030 INVESTMENT INCOME						
4447730 01709 INTEREST INCOME:	0	0	0	-139.63	139.63	100.0%
0080 USE OF FUND BALANCE						
4447780 02100 USE OF SURPLUS	-31,000	0	-31,000	.00	-31,000.00	.0%
TOTAL LIBRARY FUND	-94,592	0	-94,592	-1,243.72	-93,348.28	1.3%
TOTAL REVENUES	-94,592	0	-94,592	-1,243.72	-93,348.28	
0050 FORT WILLIAMS PARK CIP FUND						
0520 FORT WILLIAMS PARK CIP						
0010 LOCAL FEES AND CHGS FOR SERV						
5052010 01006 FEES: BINOCULARS	-1,200	0	-1,200	.00	-1,200.00	.0%
5052010 01010 FEES: BUS/TROLLEY	-235,000	0	-235,000	-20,046.66	-214,953.34	8.5%
5052010 01012 FEES: CEREMONY	-12,000	0	-12,000	-399.90	-11,600.10	3.3%
5052010 01021 FEES: FW CONCESSI	-26,000	0	-26,000	.00	-26,000.00	.0%
5052010 01056 FEES: PICNIC SHEL	-35,000	0	-35,000	-1,379.23	-33,620.77	3.9%
5052010 01058 FEES: SITE FEES	-42,000	0	-42,000	-100.00	-41,900.00	.2%
5052010 01113 DONATION: FWP BOX	-7,000	0	-7,000	-9.00	-6,991.00	.1%
5052010 01804 RENT: FWP BLDG #3	-10,800	0	-10,800	.00	-10,800.00	.0%
5052010 01805 RENT: FWP BLDG #3	-21,180	0	-21,180	-1,873.00	-19,307.00	8.8%
0070 INTERFUND TRANSFERS IN						
5052070 02060 TXFR IN: GENL FUN	-48,000	0	-48,000	.00	-48,000.00	.0%
0080 USE OF FUND BALANCE						
5052080 02100 USE OF SURPLUS	-172,670	0	-172,670	.00	-172,670.00	.0%

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL FORT WILLIAMS PARK CIP FUND	-610,850	0	-610,850	-23,807.79	-587,042.21	3.9%
TOTAL REVENUES	-610,850	0	-610,850	-23,807.79	-587,042.21	
0051 RIVERSIDE CIP						
0490 RIVERSIDE CIP						
0010 LOCAL FEES AND CHGS FOR SERV						
5149010 01029 FEES: LOT SALES	-13,000	0	-13,000	-3,700.00	-9,300.00	28.5%
0030 INVESTMENT INCOME						
5149030 01703 INTEREST INCOME	-3,000	0	-3,000	-936.61	-2,063.39	31.2%
0080 USE OF FUND BALANCE						
5149080 02100 USE OF SURPLUS	16,000	0	16,000	.00	16,000.00	.0%
TOTAL RIVERSIDE CIP	0	0	0	-4,636.61	4,636.61	100.0%
TOTAL REVENUES	0	0	0	-4,636.61	4,636.61	
0052 TAX INCREMENT FINANCING (TIF)						
0495 TIF FUND						
0070 INTERFUND TRANSFERS IN						
5249570 02061 TXFR IN: GENL FUN	-182,903	0	-182,903	.00	-182,903.00	.0%
0080 USE OF FUND BALANCE						
5249580 02100 USE OF SURPLUS	182,903	0	182,903	.00	182,903.00	.0%

YEAR-TO-DATE REVENUE REPORT

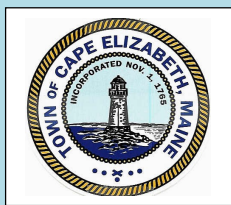
FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL TAX INCREMENT FINANCING (TIF)	0	0	0	.00	.00	.0%
0053 INFRASTRUCTURE						
0485 INFRASTRUCTURE						
0010 LOCAL FEES AND CHGS FOR SERV						
5348510 01025 FEES: INFRASTRUCT	0	0	0	-5,480.65	5,480.65	100.0%
TOTAL INFRASTRUCTURE	0	0	0	-5,480.65	5,480.65	100.0%
TOTAL REVENUES	0	0	0	-5,480.65	5,480.65	
0055 TURF FUND						
0487 TURF						
0070 INTERFUND TRANSFERS IN						
5548770 02062 TXFR IN: GENL FUN	-25,000	0	-25,000	.00	-25,000.00	.0%
5548770 02063 TXFR IN: GENL FUN	-15,000	0	-15,000	.00	-15,000.00	.0%
0080 USE OF FUND BALANCE						
5548780 02100 USE OF FUND BALAN	40,000	0	40,000	.00	40,000.00	.0%
TOTAL TURF FUND	0	0	0	.00	.00	.0%
0060 POLICE ASSET FORFEITURE						
0505 US DOJ ASSET FORFEITURE						
0050 FEDERAL REVENUES						
6011050 01864 US DOJ ASSET FORF	0	0	0	-114,161.32	114,161.32	100.0%

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL POLICE ASSET FORFEITURE	0	0	0	-114,161.32	114,161.32	100.0%
TOTAL REVENUES	0	0	0	-114,161.32	114,161.32	
0061 POLICE DONATION						
0507 POLICE DONATE						
0010 LOCAL FEES AND CHGS FOR SERV						
6150710 01115 DONATION: POLICE	0	0	0	-250.00	250.00	100.0%
TOTAL POLICE DONATION	0	0	0	-250.00	250.00	100.0%
TOTAL REVENUES	0	0	0	-250.00	250.00	
0062 FIRE DEPARTMENT SCHOLARSHIP						
0510 FIRE DEPT SCHOLARSHIP FUND						
0010 LOCAL FEES AND CHGS FOR SERV						
6251010 01116 DONATION: FD SCHO	0	0	0	-3,860.00	3,860.00	100.0%
0030 INVESTMENT INCOME						
6251030 01713 INTEREST INCOME	0	0	0	-1,241.80	1,241.80	100.0%
TOTAL FIRE DEPARTMENT SCHOLARSHIP	0	0	0	-5,101.80	5,101.80	100.0%
TOTAL REVENUES	0	0	0	-5,101.80	5,101.80	
0063 EE ACTIVITIES						
0515 WETEAM ACTIVITY						
0030 INVESTMENT INCOME						

YEAR-TO-DATE REVENUE REPORT

FOR 2026 01						
	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
6351530 01714 INTEREST INCOME	0	0	0	-797.10	797.10	100.0%
0080 USE OF FUND BALANCE						
6351580 01851 REVENUE: MISCELLA	0	0	0	-1,600.00	1,600.00	100.0%
0516 ENGINE 1 ACTIVITY						
0030 INVESTMENT INCOME						
6351630 01715 INTEREST INCOME	0	0	0	-718.57	718.57	100.0%
TOTAL EE ACTIVITIES	0	0	0	-3,115.67	3,115.67	100.0%
TOTAL REVENUES	0	0	0	-3,115.67	3,115.67	
GRAND TOTAL	-27,020,494	0	-27,020,494	-1,060,909.73	-25,959,584.61	3.9%
** END OF REPORT - Generated by Kristie Bradbury **						



Cape Elizabeth Town Council
Minutes Monday, July 14, 2025
6:00 p.m.
Town Hall Council Chambers

Penelope A. Jordan, Chair
Stephanie P. Anderson
Caitlin J. Harriman
Jonathan T. Sahrbeck
Elizabeth K. Scifres
Andrew B. Swayze
Timothy L. Thompson

6:00 p.m. Workshop, followed by Regular Meeting
Start Time: 6:10 p.m., delayed due to technical difficulties with CETV

Present –

Town Councilors: Chair Penelope A. Jordan, Stephanie P. Anderson, Jonathan T. Sahrbeck, Elizabeth K. Scifres, Andrew B. Swayze, Timothy L. Thompson

Staff: Town Manager Patrick W. Fox, Deputy Town Clerk Melissa A. Newsome

Shore Road/Cliff House Beach Park Area Access and Use (6:00 PM-7:35 PM)

Shore Road line striping and parking area delineation occurred on June 23rd. The Council will discuss the effect of these changes, as well as the increase in use of Cliff House Beach Park over the past few years.

Councilors' Remarks Before Public Comment Summary:

The Council convened to address ongoing concerns related to parking, safety, and traffic flow along Shore Road. The discussion focused specifically on Shore Road, with clarification that Cliff House Beach represents a separate issue. Council members acknowledged resident concerns about visibility near intersections, the volume of parked vehicles, and the impact of parking changes on nearby side streets.

The Town Manager explained that the current strategy follows a “complete streets” model designed to calm traffic by narrowing travel lanes. While bike lanes remain a long-term goal, space limitations prevent their immediate implementation. Data collected thus far indicates a 10% decrease in traffic violations, and only minimal parking violations. Clarifications were provided on measurement standards for parking setbacks, and it was noted that emergency no-parking signage is not required at this time, though restriping is planned.

Council members agreed on the need to prioritize public safety, sightlines, and setbacks, with some advocating for a broader look at congestion, tour bus traffic, and the potential for resident-only parking zones. It was emphasized that further data collection, community input, and consideration of enforcement practices are essential. A public forum may be organized to allow for deeper resident engagement and collaborative problem-solving.

Public Comments:

Cynthia Troiano, 8 Charles Rd.

Brenda Daly-Weiss, 76 Stonybrook Rd.

Tom Mikulka, 4 Mountain View Rd.
Harvey Rosenfeld, 9 Glen Ave.
Kevin St. Jarre, 6 Elmwood Rd.
Sandy Shapiro, 75 Oakhurst Rd.
Kathy Mason, 43 Cottage Farm Rd.
Chair Jordan

Motioned to extend public comment time to hear additional speakers. Approved unanimously (7-0 vote).

Wyman Briggs, 3 Mountain View Rd.
Aimee Parsons, 43 Stonybrook Rd.
Anne Davis, 801 Shore Rd.
Teresa Childs Page, 9 Charles Rd.
Nancy Ross, 12 Elm Rd.
Mary Gray, 11 Glen Ave.
Stephanie Clifford, 823 Shore Rd. (between Ocean and Stoneybrook)

Councilor's Discussion After Public Comment Summary:

The Town Council discussed parking and safety concerns along Shore Road, with focus on the impact of congestion, sightlines, and overall public safety. Several councilors emphasized the need to separate issues related to Shore Road from those associated with Cliff House Beach. There was broad acknowledgment of resident concerns, especially regarding visibility near driveways and intersections, traffic flow, and the spillover effect on side streets.

The Town Manager reviewed data collected under a "complete streets" approach, which included narrower traffic lanes and analysis of traffic and parking violations. While bike lanes are desired, there is currently insufficient space. The Council explored possible short-term interventions such as restriping and defined setback measurements. They determined that any emergency no-parking signage must be supported by clear criteria related to safety and sightlines.

Some councilors advocated for immediate action through defined emergency protocols, while others stressed the importance of community dialogue and long-term planning. The idea of resident-only parking on Shore Road was raised, along with the suggestion that tour bus traffic to nearby destinations may be a contributing factor. Public comment revealed a strong preference for improved safety measures, reduced congestion, and clearer enforcement of parking rules.

In closing, the Council expressed interest in organizing a public forum for deeper community engagement and exploring comprehensive parking solutions. Staff was directed to continue data collection and define criteria for temporary parking restrictions, with additional input expected from the safety and ordinance committees.

Next steps:

Residents are invited to send emails about concerns and possible solutions to cetowncouncil@capeelizabeth.gov, Town Manager Fox and Police Chief Fenton will work on Restriping and addressing true emergency no-parking situations.

Public Art Requests (7:35PM-7:40PM)

The Town occasionally receives requests for public art displays, such as a recent request to install a rainbow crosswalk for Pride Month. Council will discuss the merits of a policy regarding such requests or guide staff for future requests.

Public comments: None

Town Manager Patrick Fox raised the idea of painting a sidewalk but noted the need for a clear town policy on public art and installations, suggesting a matrix or framework to guide approvals in the town center.

Councilors remarks:

The Council discussed a recent request to paint a crosswalk installation and the broader question of how public art is regulated in town. Some members supported the creation of a clear policy to guide future decisions, while others suggested a simpler approach, applying existing traffic laws. The discussion emphasized the need for consistency in how the town approves or restricts public art installations. It was noted that this is the first occurrence of its kind since October.

Any decisions or next steps: No Policy for now – Manager Fox will assess on a case-by-case basis, and should look into other town policies.

LD 2003 – Zoning Amendments (7:40 PM-8:32 PM)

Supplemental LD 2003 Amendments to Chapter 19 - Zoning Ordinance were referred to Workshop on March 10, 2025, following a public hearing. Council will further discuss the draft amendments.

Public comments:

Ryan Debruyne of 31 Crescent View Ave.

Councilors remarks:

Town Council members discussed key issues related to accessory dwelling units (ADUs), base density definitions, and infill housing. Several members referenced prior background materials and emphasized that many provisions had already undergone review. Concerns were raised about the exclusion of transferable density rights, inconsistencies in base density definitions, and the proposed increase in ADU size to 1,600 square feet. Questions were also raised regarding the legality of separate ADU ownership through condominiums. Clarifications were provided on definitions for multifamily and mixed-use structures to ensure alignment with state requirements. Members debated the potential redundancy in ordinance language and the broader implications of ADU expansion, with calls for precise wording that supports both the town's comprehensive plan and housing goals. Some members supported simplifying the ordinance language and capping ADU size at 1,200 square feet to promote equity and livability. Others sought further clarity on the legislative process and the motivations behind the proposed changes.

Next steps:

The council agreed to continue discussion and review potential amendments during the regular Town Council Meeting, immediately following
Close Workshop
Chair Jordan ended the workshop at 8:32 pm.

Chair Jordan convened the Regular Town Council meeting at 8:37 p.m.

Roll Call by Deputy Town Clerk Melissa Newsome
All members of the Town Council were present.

Town Staff:

Rachel Davis, Director of the Thomas Memorial Library
Patrick W. Fox, Town Manager
Melissa Newsome, Deputy Town Clerk
Kristie Bradbury, Finance Director
Kathy Raftice, Community Services Director

Pledge of Allegiance

Council Reports and Correspondence

Members expressed gratitude for the yellow ribbons in recognition of survivors of domestic violence. Councilor Thompson highlighted the importance of cybersecurity awareness and recommended that board members and staff attend the upcoming Maine Municipal Association (MMA) Lunch and Learn session on the topic, scheduled for August 19.

Finance Committee Report

Finance Chair Elizabeth K. Scifres - No Finance Report for July (1st month of new fiscal year)

Citizen Opportunity for Items Not on the Agenda

Public comments:

Rachel Davis, Director of the Thomas Memorial Library, thanked the community for supporting the yellow ribbons campaign and encouraged everyone to wear yellow the following day in solidarity with survivors of domestic violence. She noted that the library would be making signs for survivors and hosting a survivor panel at 6:30 p.m., featuring several speakers, including Ben Davis, representatives from Through These Doors, and authors. Davis expressed hope for strong attendance at the event. She encouraged residents to request "Break the Silence" yard signs through a form available on the town website. Yard signs can be picked up at the library.

Town Manager's Monthly Report

Patrick W. Fox, Town Manager

Councilor Requests and Follow-ups:

Our Planning staff has completed the data comparisons to similar communities regarding land development ordinances. We will have that on the August Council meeting agenda as one piece of the business outreach process deliverables.

Our new Traffic Safety Working Group will hold its first meeting on August 6th at 8 am at Town Hall to discuss some pending items that have been emailed to various staff members regarding street lights, children playing signs, and parking safety at a couple

locations.

Agendas will be posted at least a week in advance, and requesting parties will be notified if their item is being discussed. This format will likely adapt to community needs as we get started with this new approach.

Bids, Events, and Special Announcements:

There are several events scheduled for tomorrow, July 15th, at the library to promote “Cape Elizabeth Breaks the Silence of Domestic Abuse” month. Please visit www.thomasmemoriallibrary.org for more details.

There were no bids received for the new Basketball Court installation adjacent to the library parking lot. Staff, our engineering consultant, and Cape Hoops will be working collaboratively to still deliver this project in a timely manner and on budget.

An RFP for a new dump truck was released earlier this week. These bids are due Thursday, July 31st.

The Town has contracted with Gorrill-Palmer to update the Pavement Condition Analysis Report. This assessment assists in determining the condition of our roadways and rank/prioritize our road segments, and where to perform future paving projects.

You may notice them out surveying the roads this summer and they will be finalizing the report later this fall.

Review of Draft Minutes

June 9, 2025 – Town Council Meeting

Moved by Jonathan T. Sahrbeck and Seconded by Caitlin J. Harriman

ORDERED, the Cape Elizabeth Town Council approves the minutes of the meetings held on June 9th, 2025, as written.

Vote: (7 Yes) (0 No)

Item #76-2025: Spurwink Rod & Gun Club Range Inspection - Acknowledgement of Receipt of Annual Spurwink Rod & Gun Club Range Inspection

Introduction: Pursuant to Sec. 24-6-1 ARTICLE VI. LICENSE ADMINISTRATION, SEC. 24-6-1 ANNUAL INSPECTION A licensed shooting range facility shall be inspected by the Town’s Police Department at least once during a calendar year for compliance with the license and general protection of public safety. The code enforcement officer may also attend the inspection. Chief Paul Fenton and Code Enforcement Officer Ben McDougal were joined on June 24, 2025, by Spurwink Rod & Gun President Mark Mayone for the annual inspection. Chief Fenton has submitted the report dated June 24, 2025. No concerns were found by either Chief Fenton or CEO Ben McDougal.

Public Comment: None

Moved by Caitlin J. Harriman, Seconded by Timothy L. Thompson

ORDERED, the Cape Elizabeth Town Council acknowledges receipt of the 2025 Spurwink Rod & Gun Club Annual Range Inspection Report.

Vote: (7 Yes) (0 No)

Item #77-2025: Encore Energy Land Lease

Legal review still pending. Moved to August Agenda.

Item #78-2025: LD 2003 Zoning Amendments

Summary: The LD 2003 Supplemental Amendments bring the Town into compliance with the

State law known as LD 2003 by addressing the deficiencies with the amendments adopted by the Cape Elizabeth Town Council in December 2023. The Supplemental LD 2003 amendments were referred to the Planning Board by the Town Council on December 9, 2024. The Planning Board held a public hearing and voted to recommend the amendments to the Town Council on January 21, 2025. The Town Council held a workshop on February 3, 2025, presented the amendments at the February 10, 2025, meeting, and held a public hearing on March 10, 2025, and an additional workshop earlier this evening, on July 14, 2025.

Public Comment:

Ryan Debruyn – 31 Crescent View Ave.

Action Taken:

Harriman submitted an amendment to adjust the size of the ADU to 1200 sq. ft.

Moved by Caitlin J. Harriman, Seconded by Jonathan T. Sahrbeck

Stephanie P. Anderson moved to Strike a line from page 28, Line 8 under Ownership. “The primary dwelling unit and the accessory dwelling unit shall be held in the same ownership or owned in compliance with the requirements of the Main Condominium Act, 33 MRS Chapter 31.”

Moved by Stephanie P. Anderson, Seconded by Timothy L. Thompson

Vote: (2 Yes) (5 No Councilors, Jordan, Harriman, Sahrbeck, Scifres, and Swayze.)

Amendment did not pass.

Thompson moved to amend the ADU size from 1200 sq ft. to 1100 sq ft.

Moved by Timothy L. Thompson, Seconded by Stephanie P. Anderson

Vote: (3 Yes) (4 No Councilors, Harriman, Sahrbeck, Scifres, and Swayze.)

Amendment did not pass

Moved by Caitlin J. Harriman, Seconded by Jonathan T. Sahrbeck

ORDERED, the Cape Elizabeth Town Council adopts the Supplemental LD2003 Amendments, as presented in the January 22, 2025, packet. Adjusting the size of the ADU to 1200 sq. ft.

Vote: (6 Yes) (1 No, Councilor Thompson)

Item #79-2025: Contract Zoning

Summary: At the June 24, 2025, meeting, the Ordinance Committee voted 3-0 to recommend to the Town Council against adoption of the Contract Zoning Amendment. At the October 16, 2024, meeting, the Town Council referred to the Planning Board a Contract Zoning Amendment for review. The Planning Board independently prepared a Contract Zoning provision, held a public hearing on April 15, 2025, and recommended the Contract Zoning provision to the Town Council.

Public Comment: None

Moved by Jonathan T. Sahrbeck, Seconded by Caitlin J. Harriman

ORDERED, the Cape Elizabeth Town Council does not adopt the Contract Zoning Amendments as put forth to the Ordinance Committee at the June 24, 2025, Ordinance Committee meeting.

Vote: (7 Yes) (0 No)

Item #80-2025: DEI Committee Ordinance Change

Summary: At the June 24, 2025, meeting, the Ordinance Committee voted 3-0 to move the Boards and Committees Amendments to the Town Council for consideration. The Town Council referred amendments to the Diversity, Equity, and Inclusion Committee charge, which is located in Chapter 4, Boards and Committees Ordinance, at the June 9, 2025, meeting. The amendments incorporate revisions requested by the Diversity, Equity and Inclusion Committee into the

standard format of the Boards and Committees Ordinance, Chapter 4.

Public Comment: None.

Action Taken:

Harriman stated that DEI will be changing to the Accessibility and Inclusion Committee (AIC).
Moved by Caitlin J. Harriman, Seconded by Jonathan T. Sahrbeck

ORDERED, the Cape Elizabeth Town Council schedules a public hearing on August 11, 2025, at 7:00 PM at the Cape Elizabeth Town Hall related to the Ordinance Committee's recommendations for amendments to Chapter 4 - Boards and Committees.

Vote: (7 Yes) (0 No)

Item #81-2025: FY25 Carryforward Balances

Summary: Approve carryforward balances of approximately \$60,000.00 to the next fiscal year.

Public Comment: None

Moved by Elizabeth K. Scifres, Seconded by Andrew B. Swayze

ORDERED, the Cape Elizabeth Town Council authorizes the attached estimated General Fund departmental balances be carried forward from FY 2025 to FY 2026.

Vote: (7 Yes) (0 No)

Item #82-2025: Council Goals Update

Summary: The Town Council adopted goals for 2025 in February. The goals were aimed at addressing specific needs above and beyond the day-to-day services carried out by local government. Staff update on the status of these initiatives for Council review and discussion provided in the agenda packet.

Public Comment: None

Action Taken: Possible workshop for August agenda.

No motion. Discussion only.

Second Public Comment Opportunity

Andy Patten of 1 Warbler Dr.

Adjournment

Moved by Caitlin J. Harriman, Seconded by Elizabeth K. Scifres

ORDERED, the Cape Elizabeth Town Council adjourns at 9:14 p.m.

Vote: (7 yes) (0 no)

Respectfully Submitted,

Melissa Newsome, Deputy Town Clerk



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Public Hearing: Ordinance Committee's Recommendation for Amendments to Chapter 4, Boards and Committees

Council Resource: Penny Jordan

Staff Resource: Rachel Davis

Background:

At the June 24, 2025, meeting, the Ordinance Committee voted 3-0 to move the Boards and Committees Amendments to the Town Council for consideration. The Town Council referred amendments to the Diversity, Equity, and Inclusion Committee charge, which is located in Chapter 4, Boards and Committees Ordinance, at the June 9, 2025, meeting. The amendments incorporate revisions requested by the Diversity, Equity, and Inclusion Committee into the standard format of the Boards and Committees Ordinance, Chapter 4.

Exhibit: Chapter 4 Ordinance Amendments

Draft Motion:

Chapter 4 Boards and Committees Ordinance Amendment

SEC. 4-1-7. Establishment of Standing Boards and Committees.

D. Accessibility ~~Diversity, Equity~~ and Inclusion Committee

1. Membership. The ~~Diversity, Equity~~ Accessibility and Inclusion Committee shall consist of seven (7) members. ~~In addition, the committee may invite two student representatives from Cape Elizabeth High School and/or Cape Elizabeth Middle School to be non-voting representatives.~~
2. Purpose. The purpose of the ~~Diversity, Equity~~ Accessibility and Inclusion Committee shall be to ~~serve as a bridge between town government and the community to celebrate and advocate for diversity, equity and inclusion. a welcoming, accessible, and inclusive place to live, work and visit. The committee will promote accessibility to municipal services, facilities, programs and civic life for all, regardless of age, ability, or background.~~
3. Duties.
 - a. ~~Review Advise and recommend to the Town Council policies, and practices and projects through an accessibility and inclusion lens and recommend improvements. to promote diversity, equity and inclusion. This shall include but not be limited to review of policies and practices of town departments to promote anti-racism, equity and inclusion.~~
 - b. Recommend best practices in universal design and inclusivity for Town resources, communications, events, programs, and facilities. ~~Educate the community by developing programs, events and initiatives to promote diversity, inclusion awareness and anti-racism and provide ongoing guidance on approaches for training town officials and employees in order to eliminate explicit and implicit bias.~~
 - c. ~~Elevate community awareness and engagement by creating tools such as surveys in order to better understand community view and concerns about diversity, equity and inclusion and campaigns that promote Cape Elizabeth as a town that is a welcoming and respectful place to live, work and visit.~~



Town Council Meeting
Monday, August 11, 2025

AGENDA ITEM SUMMARY

Approval of Ordinance Committee's Recommendation for Amendments to Chapter 4, Boards and Committees

Council Resource: Penny Jordan

Staff Resource: Rachel Davis

Background:

Following the public hearing, the Town Council will consider recommendations from the Ordinance Committee to amend Chapter 4, Boards and Committees.

Exhibit: Chapter 4 Ordinance Amendments

Draft Motion: ORDERED, the Cape Elizabeth Town Council, following a public hearing on Monday, August 11, 2025 does hereby adopt Ordinance Committee recommendations to amend Chapter 4, Boards and Committees, as presented.

Chapter 4 Boards and Committees Ordinance Amendment

SEC. 4-1-7. Establishment of Standing Boards and Committees.

D. Accessibility ~~Diversity, Equity~~ and Inclusion Committee

1. Membership. The ~~Diversity, Equity~~ Accessibility and Inclusion Committee shall consist of seven (7) members. ~~In addition, the committee may invite two student representatives from Cape Elizabeth High School and/or Cape Elizabeth Middle School to be non-voting representatives.~~
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 - b. Recommend best practices in universal design and inclusivity for Town resources, communications, events, programs, and facilities. ~~Educate the community by developing programs, events and initiatives to promote diversity, inclusion awareness and anti-racism and provide ongoing guidance on approaches for training town officials and employees in order to eliminate explicit and implicit bias.~~
 - c. ~~Elevate community awareness and engagement by creating tools such as surveys in order to better understand community view and concerns about diversity, equity and inclusion and campaigns that promote Cape Elizabeth as a town that is a welcoming and respectful place to live, work and visit.~~



Town Council Meeting
Monday, August 11, 2025

AGENDA ITEM SUMMARY

Acknowledgment of Receipt of Petition Regarding Safety Concerns on Shore Road near Cliff House Beach

Council Resource: Penny Jordan

Staff Resource: Angela Frawley, Town Clerk

Background:

During the July 14th Council Workshop discussion on "Shore Road/ Cliffhouse Beach Park Area Access and Use", a resident provided a written copy of a petition signed by members of the neighborhood. That petition is being provided to the Council to be acknowledged for the record.

Exhibit: Petition submission

Draft Motion: ORDERED, the Cape Elizabeth Town Council acknowledges receipt of the Shore Road Safety Petition submitted by Cynthia Troiano, 8 Charles Road, on July 14, 2025.

PETITION TO THE TOWN OF CAPE ELIZABETH

Regarding Safety Concerns on Shore Road near Cliff House Beach

We, the undersigned residents of Cape Elizabeth, urge the Town to immediately reconsider and reverse the recent changes made to Shore Road near Cliff House Beach. These changes-including narrowing driving lanes, removing long-used bike shoulders, and permitting dense on-street parking-have created daily traffic and safety hazards for pedestrians, cyclists, children, and drivers alike. The current roadway configuration reduces visibility, increases congestion, and significantly raises the risk of serious accidents.

We respectfully demand the Town take swift action to restore safe, functional traffic flow and protect the wellbeing of residents and visitors before someone gets seriously hurt.

Name (Printed)	Address	Signature	Date
Lisa Labasky	579 Shore Rd.	[Signature]	June 30, 2025
Jack Tower	4 Cottage Farms Rd	Jack Tower	JUNE 30, 2025
Lily Perez	4 Cottage Farms Rd.	Lily Perez	06/30/25
Lori O'Neil	15 Cottage Farms Rd	Lori O'Neil	6/3/25
Pam Stevenson	17 Cottage Farms Rd	Pam Stevenson	6/30/25
Ben Elaine	20 Cottage Farms Rd	[Signature]	6/30/25
Andy Ruiz	20 Cottage Farms Rd	Andy Ruiz	6/30/25
Bill Roach	22 Cottage Farms Rd	Bill Roach	6/20/25
Pete Frantowicz	23 Cottage Farms Rd	P. Frantowicz	6/30/25
Chris Ziptrot	24 Cottage Farms Rd	[Signature]	6/30/25
Natalie Burns	33 Cottage Farms Rd	Natalie Burns	6/30/25
Jeff Cain	47 Cottage Farms Rd.	[Signature]	6/30/25

to the
Shore
Road
rebuild

Gabby Whight 9 Forest Rd. 6/30/25

Chris Straw 597 Shore Rd. 7/1/25

Fane Zaitow 11 Bedford Rd. 7/3/25

Ken Barber 7 Charles Rd. 7/3/25

Jennifer Hynes 31 Warren Ave. 7/3/25

STUART GILMORE 51 Woodland Rd.

PETITION TO THE TOWN OF CAPE ELIZABETH

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We respectfully demand the Town take swift action to restore safe, functional traffic flow and protect the wellbeing of residents and visitors before someone gets seriously hurt.

Name (Printed)	Address	Signature	Date
Harry Hardy	6 Charles R C.E	Harry Hardy	7-1-25
David Wurzberg	12 Charles Rd	[Signature]	7-1-25
Brian Arsenault	590 Shore Rd	[Signature]	7-1-25
Elizabeth Chabon	598 Shore Rd	[Signature]	7/1/25
Rick Magee	2 Sea View Ave	Rick Magee	7/1/25
Marti Meyer	4 Sea View Ave	Marti Meyer	7/1/25
Jeanne Gross	7 Sea View Ave	Jeanne Gross	7/1/25
Beth Owens	19 Sea View Ave	Beth Owens	7/1/25
Tony Owens	19 Sea View Ave	Tony Owens	7/1/25
Ann Bryan	16 Sea View Ave	[Signature]	7/1/25
Eliot Bryan	16 Sea View Ave	[Signature]	7/1/25
Tylan Mikulski	4 Mountain View Rd	[Signature]	7/1/25

Lorraine Jensen 9 Cragmoor Lorraine Jensen 7/2/25
 Barbie Gilman 11 Cragmoor Barbie Gilman 7/2/25
 Catharine Payson 43 Cottage Farms Rd Catharine Payson 7/2/25
 Ellen Rogers 4 Crescent Rd CE Ellen Rogers 7/2/25
 Drew Buckley 583 Shore Rd CE Drew Buckley 7/2/25

PETITION TO THE TOWN OF CAPE ELIZABETH

Regarding Safety Concerns on Shore Road near Cliff House Beach

Name (Printed)	Address	Signature	Date
Meredith Roberts	55 Cottage Farms Rd	Meredith Roberts	6.30.2025
James Casterella	11 Fieldstone Rd	J Casterella	6.30.25
John Volant	58 Cottage Farms	John Volant	6-30-25
Whitney O'Rourke	15 Fairlawn Ave ⁵⁰⁹⁰	W O'Rourke	6.30.25
Jeri Siles	36 Gordon's Ln	Jeri Siles	6.30.25
Susan Rohaut	571 Mitchell Rd	Susan Rohaut	6-30-25
Sara Merrill	51 Cottage Farms	Sara Merrill	6/30/25
Paul McFarland	22 Cottage Farms	Paul McFarland	6/30/25
CAROLA ZIMMERMAN	14 ELTHWOOD RD	Carla Zimmer	6/30/25
Christina Kilgus	7 Elmwood Rd	Christina Kilgus	6/30/25
John Williams	7 Elmwood Rd	John Williams	6/30/25
Kevin St. Jorre	6 Elmwood Rd	Kevin St. Jorre	6.30.25
David Wright	9 Forest Rd	David Wright	6/30/25
Alison Morton	7 Birchwood Rd	Alison Morton	6/30/25
Nisa Tower	4 Cottage Farms Rd	Nisa Tower	6/30/25
Timothy Tower	4 Cottage Farms Rd	Timothy Tower	6/30/25
Kelly Hunger	303 Delano Park	Kelly Hunger	7.1.25
Judith Hardy	6 Charles Rd	Judith Hardy	7/1/25
JARAH BEARD Buckley	583 Shore Rd.	Jarah Beard Buckley	7-2-25
Lindsey Hall	38 Woodland Rd	Lindsey Hall	7/2/25
Nicole Tackett	5 Montgomery Terr	Nicole Tackett	7/4/25
Kate M. Litten	4 Singles Rd	Kate M. Litten	7/13/25
Cheryl Hall	42 Woodland Road	Cheryl Hall	7/3/25

PETITION TO THE TOWN OF CAPE ELIZABETH

Regarding Safety Concerns on Shore Road near Cliff House Beach

Name (Printed)	Address	Signature	Date
Marybeth Fougere	7 Birchwood Rd	[Signature]	7/1/25
Susan Gillis	2 Elmwood Ct	[Signature]	7/1/25
Peter Gillis	2 Elmwood Rd	[Signature]	7/1/25
MARIE ALLEN	8 ELMWOOD RD	[Signature]	7/1/25
SCOTT DARRANCE	10 ELMWOOD RD	[Signature]	7/1/25
Jae Hooper	1 Elmwood Rd	[Signature]	7/1/25
Melissa Beall	4 Mountain View Rd	[Signature]	7/1/25
Nona Gillis	2 Elmwood Rd. CE	[Signature]	7/1/25
Christina Bowman	8 Cottage Farm Rd	[Signature]	7/1/25
Kim Tibbatts	16 Charles Rd.	[Signature]	7/1/25
Bruce Whittlesey	3 Crescent Rd.	[Signature]	7-2-25
Linda Soares	600 Preble St	[Signature]	7-2-25
Karen Bauer	11 GLEN AVE	[Signature]	7.2.25
Andre Guimond	18 Glen Ave	[Signature]	7/2/25
D. Brock Hensby	635 SHORE RD	[Signature]	7/2/25
Helaine Hornby	635 Shore Rd	[Signature]	7/2/25
Jeff Van Fleet	18 Ocean View Rd	[Signature]	7/2/25
Michael Pittenger	15 Ocean View Rd	[Signature]	7/2/25
JACK BOYCE	11 OCEAN VIEW Rd.	[Signature]	7/2/25
ANNE DAVIS HEIM	801 SHORE RD	[Signature]	7/2/25
Ann Oppenheim	3 Cragmoor	[Signature]	7/2/25
Stefanie Levenson	7 Cragmoor	[Signature]	7/2/25
Cynthia Haines	12 Cragmoor	[Signature]	7/2/25
Ed Mueller	12 Cragmoor	[Signature]	7/2/25

DAN FREEDMAN	2 TODD ROAD	<i>Dan Freedman</i>	7/2/2025
SABINA FREEDMAN	2 TODD ROAD	<i>Sabrina Freedman</i>	7/2/2025
Logan Cutlip	44 Warren Ave	<i>Logan Cutlip</i>	7/2/2025
ERIC G. ELOFSON	6 SEAVIEW AVE	<i>E. G.</i>	7/3/25
Melisa Filigos	6 Sea View Avenue	<i>Melisa Filigos</i>	7/3/2025
Sandy Shapiro-Hurt	75 Oakhurst Rd.	<i>Sandy Shapiro-Hurt</i>	7/3/2025
Dora Hurt	75 Oakhurst Rd	<i>Dora Hurt</i>	7/3/2025
Joyce Wilson-Sanford	1 Charles Rd	<i>Joyce Wilson-Sanford</i>	7/3/2025
Jess Celentano	12 Charles Rd	<i>Jess Celentano</i>	7/3/25
John Hildridge	2 Glen Ave	<i>John Hildridge</i>	7/3/25
JUDITH MALETTE	6 GLEN AVE	<i>Judith Malette</i>	7/3/25
Theodore A Malette	6 Glen Ave	<i>T Malette</i>	7/3/2025
HARVEY R. ROSENFELD	9 GLEN AVE	<i>Harvey R. Rosenfeld</i>	7/3/2025
Michele Rosenfeld	9 Glen Ave	<i>Michele Rosenfeld</i>	7/3/25
ANN FILIPPOS	598 PEBBLE ST	<i>Ann Filippas</i>	7/3/25
MARGRET M. GORE	40 WARREN AVE	<i>Margaret M. Gore</i>	
DAN DAN GORE	40 WARREN AVE	<i>Dan Gore</i>	
Jill Koufman	35 Warren Ave	<i>Jill Koufman</i>	7/3/25
Maya Bloom	32 Warren Ave	<i>MB</i>	7/3/25
Ian Haines	31 Warren Ave	<i>IH</i>	7/3/25
BRANDIN BONNOCK	20 WOODLAND RD	<i>Brandin Bonnock</i>	7/3/25
Toni Fenger	17 Woodland Rd	<i>Toni Fenger</i>	7/3/25

Nicole Hoyt	54 Cottage Farms Rd	gym	7/3/25
Lang Hoyt	54 Cottage Farms Rd	gym	7/3/25
Phillip	1 MAPLEWOOD RD.	P. Shea	7/3/25
William Williams	12 CRR	7/3/25	
Isabella Stamp	12 Cottage Farms Rd		7/3/25
Hedy H. Cohen	620 Shore Road.	H. Cohen	7/3/25
Cynthia J Talbot	825 Shore Rd	Cynthia Talbot	7/3/25
Leigh Stacey	8 Stonybrook Rd	Leigh Stacey	7/3/25
Lucy Morris	11 Stonybrook Rd		7/3/25
John Morris	11 Stonybrook Rd		7/3/25
Maureen McCarthy	12 Stonybrook Rd		7/3/25
Karen P. O'Brien	17 Stony Brook		7/3
Jennifer O'Brien	17 Stony Brook		7/3
Randy S. Talbot	825 SHORE RD	RANDY TALBOT	7/3
Danielle Drayer	20 Stonybrook Road	D. Drayer	7/3/25
Ronald Zith	20 Stonybrook Road		7/3/25
Curtis Dulac	7 Island View Road		7/3/2025
Heidi Dulac	7 Island View Rd		7/3/2025
Jaqueline Kantro	42 WILLOWOOD DR	Jaqueline	7/9/25
Kenneth Kantro	42 WILLOWOOD DR		7/9/25

Charlotte Bingham	3 Crescent Road	Charlotte Bingham	7/4/25
Barbara L. Bond	1 Crescent Road	Barbara L. Bond	7/4/25
Diane Churchill	4 Ottawa Rd	Capt E Churchill ya.hor.com	
Christina Guimond	18 Glen Ave	<i>Christina</i>	7/4/25
Andy Labesky	579 Shore Rd.	<i>Andy</i>	7/4/25
Tessy Seward	11 Charles Rd.	<i>Tessy</i>	7/4/25
Judy Jannenga	4 Charles Rd	Judy Jannenga	7/4/25
Mark Mercereau	17 Charles Rd	<i>Mark</i>	7/4/25
Jane Glass	46 Forest Rd.	Jane Glass	7/5/25
Wendy Theriault	32 Forest Rd	Wendy Theriault	7/5/25
Mark Theriault	"	Mark Theriault	7/5/25
Alan E. Kilby	4 City View Road	Alan Kilby	7/5/25
Ann Kilby	4 City View Road	Ann Kilby	7/5/25
SANDY ELLIOTT	2 Baker Road	Sandra Elliott	7/5/25
NANCY RALLIS	71 Ocean View	Nancy Rallis	
Eileen TAFT	86 Ocean View	Eileen Taft	7/5/25
Michael Haines	83 Ocean View Rd	<i>Michael</i>	7/5/25
CRISTINE GENT	62 Ocean View Rd	<i>CRISTINE</i>	7/5/25
Nick Gent	64 Ocean View Rd	<i>Nick</i>	7/5/25
Rich Henry	47 Ocean View	Rich Henry	7/5/25
CELINE MAINVILLE	43 Cottage Farms Rd Cape Eliz.	<i>Celine</i>	7-1525

Sarah Calder	30 Ocean View Rd.	<i>[Signature]</i>	7/5/25
Bruce Zimmerman	14 Elmwood Rd.	<i>[Signature]</i>	7/5/25
Meredith Hall	21 Ocean View Rd	Meredith Hall	7/5/25
Janet Darling	21 Forest Rd.	Janet Darling	7/5/25
TRIMMY, TAN	24 Forest Rd.	<i>[Signature]</i>	7/5/25
Tess Childs-Page	9 Charles Rd.	Tess Childs-Page	7-08
Rob Page	9 Charles Rd.	Rob Page	7-08
Lisa Eiduson	18 Charles Rd.	<i>[Signature]</i>	7/8/25
MONTY HARRISON	36 Stonybrook Rd	Monty Harrison	7/8/25
JIM HARRISON	"	<i>[Signature]</i>	7/8/25
Eben Harrison	36 Stonybrook Rd	<i>[Signature]</i>	7/8/25
Tammy Walter	1095 Sawyer Road	Tammy Walter	7/8/25
Karen A Holmes	27 Old Colony Ln	Karen A Holmes	7/8/25
Scott Holmes SCOTT HOLMES	27 Old Colony Ln	Scott Holmes	7/8/25
Amy Partridge-Barber	7 CHARLES RD.	Amy Partridge-Barber	7/8/25
Christopher Breen	90 Brentwood Rd	Chris Breen	7/8/25
LAURA MARTIN	584 Shore Rd	<i>[Signature]</i>	7/9/25
Scott Bahavooni	84 Stonybrook Rd	<i>[Signature]</i>	7/9/2025

PETITION TO THE TOWN OF CAPE ELIZABETH

Regarding Safety Concerns on Shore Road near Cliff House Beach

We, the undersigned residents of Cape Elizabeth, urge the Town to immediately reconsider and reverse the recent changes made to Shore Road near Cliff House Beach. These changes-including narrowing driving lanes, removing long-used bike shoulders, and permitting dense on-street parking-have created daily traffic and safety hazards for pedestrians, cyclists, children, and drivers alike. The current roadway configuration reduces visibility, increases congestion, and significantly raises the risk of serious accidents.

We respectfully demand the Town take swift action to restore safe, functional traffic flow and protect the wellbeing of residents and visitors before someone gets seriously hurt.

Name (Printed)	Address	Signature	Date
Dana B Staples	37 Stonybrook Rd	Dana B Staples	7/4/2025
Meg Battersa	21 Oakhurst Rd	Meg Battersa	7/4/2025
Tracy & Hank Sesselberg	21 Stonybrook Ln	Tracy Sesselberg	7/4/25
Amee + Alex Parsons	43 Stonybrook	Amee Parsons	7/7/25
Douglas Stout	12 Robinhood Rd	Douglas Stout	7/9/2025
Molly Stanley	15 Stonybrook Rd	Molly Stanley	7/9/2025
JOHN STANLEY	15 STONYBROOK	John Stanley	7/9/2025
Jessie Timberlake	29 Oakhurst Rd	Jessie Timberlake	7/9/2025
Andrea Pellechia	54 Ocean View Rd.	Andrea Pellechia	07/09/25
Geff Pellechia	"	Geff Pellechia	7.9.25
JOHN PELLECHIA	"	John Pellechia	"
Pam Bolduc	63 Cliff Ave	Pam Bolduc	7/9/25

Adam Foster-Webster 41 woodland Rd ADW 7/9/25

Geri Goldman 67 Cliff Ave 7/9/25

Debbie Carroll 63 Cottage Farms C.E. 7/9/25

Martha Williams 51 Woodland Rd Martha Williams 7/9/25

Holly Book 51 woodland rd #7 Holly Book

Joshua Hill 12 Oakhurst J Hill + July 11 '25

Jim + Lisa Morris 26 Oakhurst Rd.

Jim Morris July 11, 2025

Wen Mous July 11, 2025

Jessica Duffy 45 Oakhurst Rd.

J Duffy

July 11 2025

Kerry Novak 52 Oakhurst Rd

Kerry Novak

July 11 2025

Thomas Novak 52 Oakhurst Rd
David Scobon 53 "

Thomas Novak
David Scobon

Thomas Novak

11 July 2025

David Scobon

11 July 2025

Tom Mikulka

6 Arrow Pt Rd

Tom Mikulka

11-07-2025

Joan Rose

5 Arrow Pt Rd

Joan Rose

7-11-25

Maureen Furlong

9 Rocky Knoll Rd

Maureen Furlong

7/11/25

Brian Miller

7 Arrow Point Rd

Brian Miller

7/11/25

Keith Smaldon

8 Arrow Pt Rd

Keith Smaldon

7/11/25

Janet Smaldon

" "

Janet Smaldon

7/11/2025

Peh Bennett

143 Oakhurst Rd

Peh Bennett

7/11/2025

Amy Chipman

15 High Bluff Rd

Amy Chipman

7/11/25

Cory Fox

7 High Bluff

Cory Fox

7/11/25

Karen Michaud 3 High Bluff Rd

Cape Elizabeth

7/11/25

Carol Svoboda 1 High Bluff

Cape E.

7/11/25

Carol Blackburn

14 High Bluff

Carol Blackburn

"

Erik Jansson 2 Pecky Hill Rd ~~Cape Elizabeth~~ July 11, 2025

JAMES Willis 27 Wood Rd Cape Elizabeth, ME 04107 July 11, 2025

JENNIFER WILLIS 27 Wood Rd. Cape Elizabeth, ME 04107 July 11, 2025

Colleen Boland 17 Wood Rd. CE ME 04107 Colleen Boland 7-11-2025

Patricia McBride 18 WOOD RD. CE, ME 04107 Patricia McBride 7-11-2025

Dave Jackson 920 Shore Rd 7-11-25

204 Claudia Pachios 882 Shore Rd Claude Pachios 11 July 25

~~Ann~~ 12 Seaview Ave C. HUNT 7/11/25

Jen Heilemann 2 Summit Rd. Jen Heilemann

RAVINDRA SHAI 31 Cottage Rd. Ravindra Shai

Betsy Knauff 8 Elmwood Rd CE ME 7/11/2025

Susan Haltol 14 Smugglers Cove Susan Haltol 7/12/2025

Mark Haltol 14 Smugglers Cove Mark Haltol 7/12/25

Epine Moloney 13 Smugglers Cove Epine Moloney 7/12/25

Anna Jorgensen 17 Smugglers Cove Anna Jorgensen 7/12/25

MARISA TORBIAS 16 Smugglers Cove Marisa Tobias 7/12/25

Raeanna Stofko 16 Smugglers Cove Raeanna Stofko 7/12/25

Katherine Crossan 1 Smugglers Cove Katherine Crossan 7/12/25

Robin H Guion 44 Beach Bluff Robin H Guion 7-12-25

Chris Guion 44 Beach Bluff Chris Guion 7/12/25

Sybil R McCarthy 13 Lawson Sybil R McCarthy 7/12/25

EDWARD M'CARNEY 13 LAWSON RD Edward M'Carthy 7/12/25

Anthony A. Ainsbury 32 Lawson Rd Anthony Ainsbury 7/12/25

PETITION TO THE TOWN OF CAPE ELIZABETH

Regarding Safety Concerns on Shore Road near Cliff House Beach

Name (Printed)	Address	Signature	Date
Alexander M. Armstrong	32 Lawson Rd.	Alexander M. Armstrong	7/12/25
MARK STITHAM	35 Lawson Rd.	Mark Stitham	7/12/25
J Huffard	3 Point Rd.	J Huffard	7/12/25
SL'Hommedieu	4 Olde Colony Ln	SL'Hommedieu	7/12/25
Beth Flanders	34 Olde Colony Ln	Beth Flanders	7/12/25
SEAN FLATHERS	34 OLDE COLONY	Sean Flathers	7/11/25
Heather Attebury	31 Olde Colony	Heather Attebury	7/11/25
Judith Rowe	127 Oakhurst	Judith Rowe	7/12/25
James Rowe	" "	James A Rowe	7/12/25
Wally Lutherful	124 Oakhurst Rd	Wally Lutherful	7/12/25
Jana Zimmerman	81 Oakhurst Rd	Jana Zi	7/13/25
Sharon Smarck	84 Oakhurst	Sharon Smarck	7/13/25
Jane D. Pietro	28 Woodcrest	Jane D. Pietro	7/13/2025
JASON B PARKER	21 WOODCREST RD	JB Parker	7/13/2025
Sara Parker	21 Woodcrest Rd.	S. Parker	7/13/2025
ANT BARRIS JR	9 Woodcrest rd	Ant Barris Jr	7/13/2025
Kate Murdock	12 woodcrest	Kate Murdock	7/13/25
Chris Costello	18 Woodcrest RD.	Chris Costello	7/13/25

Rich West 821 Shore Rd Cape Eliz 7/13/25

Emily Materson 2 Charles Cape Eliz 7/13/25

WILLIAM HALL 2 CRESCENT RD CAPE ELIZABETH 7/13/2025

JENNY HALL 2 CRESCENT RD CAPE ELIZABETH 7/13/2025

Beth Elicker 10 Glen Ave Cape Elizabeth 7/13/2025

David Anderson 15 Grover Rd 7/14/2024

Richard Dawes - 11 Robinhood Rd R/R R 7/13/25
244

megan Wilson - 7 long fellow dr. CE, ME 04107

Paula Zeirin

2 Elizabeth Rd CE, ME

Jamie Zeirin

2 Elizabeth Rd CE

04107
04107



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Council Goals Update

Council Resource: Penny Jordan

Staff Resource: Patrick Fox, Town Manager

Background:

The Town Council adopted goals for 2025 in February. The goals were aimed to address specific needs above and beyond the day-to-day services carried out by local government. Attached is a staff update on the status of these initiatives for Council review and discussion.

Exhibit: 2025 Council Goal Worksheet

Draft Motion: No Motion. Discussion only.

2025 Council Goals- Progress Tracking

Updated: 7/8/2025

Goal Statement	Description	Tasks	Status
Asset Management and Planning	Complete a Town wide Asset Management Plan- Including asset inventory, replacement values, available funding mechanisms and a prioritization strategy.	Asset Inventory and values	complete
		Townwide Pavement Condition Assessment	Summer 2025
		Asset Management Plan	Fall 2025
Environment	Complete the ongoing Climate Action Plan and determine an implementation and funding plan.	Climate Action Plan Report	complete
		GPCOG Presentation to Council	Summer 2025
		Climate related grant funding for projects	ongoing
Community Driven Projects	Consider the future use of existing town/school facilities as well as the level of town staff and financial support for external community facilities and gathering locations.	Basketball court designed, permitted and bid for construction	ongoing
		Hockey Rink expansion plan and land lease agreement	Fall 2025
		Fort Williams- Pond Pavilion and Childrens Playground	ongoing
Housing Diversity	Develop a comprehensive approach to housing diversity through ordinances, the use of past studies (ie: Housing Diversity Committee Report), the comprehensive plan, regional/national trends, and public engagement.	Town Center Zoning Amendments	complete
		LD 2003 Amendments	Summer 2025
Informed and Engaged Citizenry	Increase engagement and transparency through technology, events, surveys. Learn, collaborate and adapt to meet citizen needs.	New Town Website	complete
		New agenda software and document search	Fall 2025
		Council Corner policy and articles	complete
Economic Development	Create the program or mechanism for local government to serve the unique needs of the business and service organizations of the community	Business Summit and findings from GPCOG	Complete
		Review of development process with comparable towns	Aug-25
		Create checklists to walk through development process	ongoing
Property Tax Relief	Explore new revenues or programs to maintain high levels of service, while still providing town-wide property tax stabilization and tax relief for vulnerable populations.	Council workshop discussion on May 7th	Complete
		New Revenue- Finalize landfill solar project land lease	Summer 2025
Communication Infrastructure	Facilitate private cell phone wireless coverage improvements across areas of town with low signal issues.	Investigating small cell technology	ongoing
		Licensing agreement needs for utility pole installations	ongoing
		Discussions with Tower providers	ongoing
Tranportation Safety	Explore and respond to requests for safety improvements to the Town transportation infrastructure network, including bike, pedestrian, and vehicular safety enhancements.	Safety improvement line striping on Shore Road	Completed
		Council Workshop on Traffic Safety	Completed
		Staff working group and public meeting sessions	Aug-25



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Cellular Tower Discussion- Shore Road

Council Resource: Penny Jordan

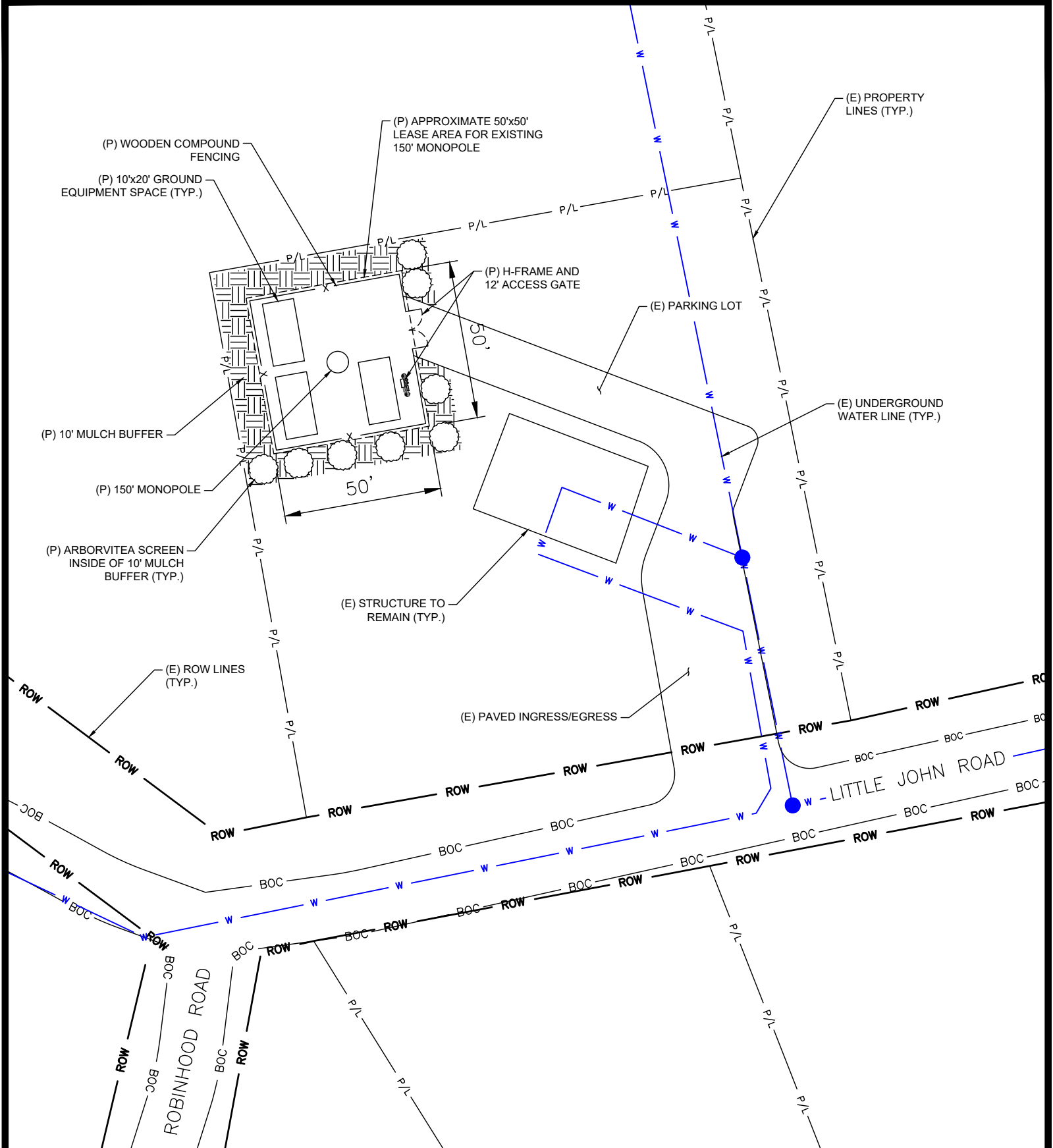
Staff Resource: Patrick Fox, Town Manager

Background:

One Council goal for 2025 is to facilitate cell phone wireless coverage improvements in low-signal areas of Town. Portland Water District has been approached about leasing a portion of their land at 7 Little John Road for a cell tower. This land abuts town-owned land, and would likely require easements from the town for setback areas to the proposed tower. Portland Water District staff has reached out to the Town for feedback before pursuing further.

Exhibit: Cell Tower Concept Plan
PWD Parcel on Little John Road

Draft Motion: ORDERED, the Cape Elizabeth Town Council authorize the Town Manager to work with the Portland Water District on the feasibility of a cell tower at 7 Little John Road for future Council consideration.



SITE PLAN

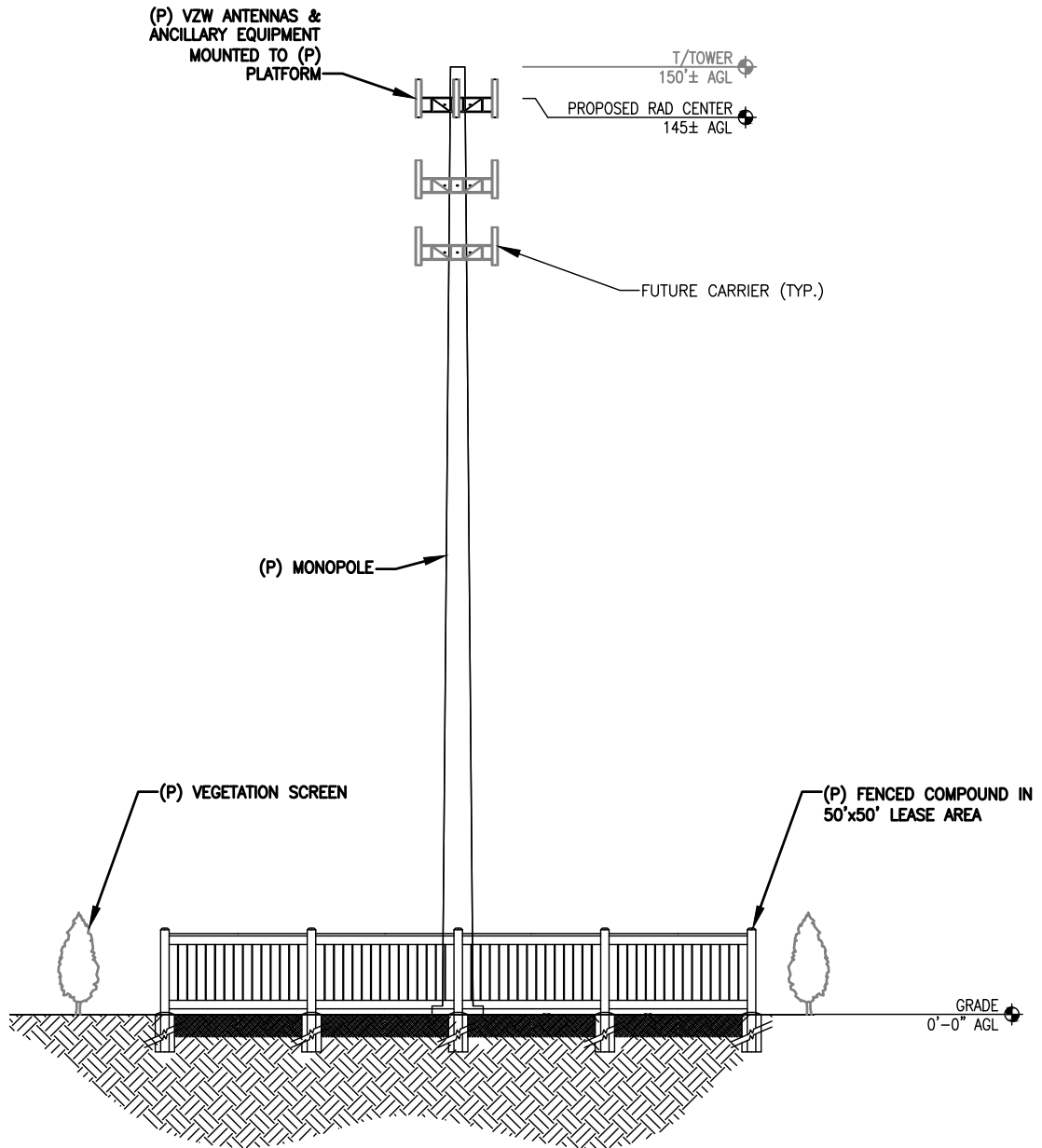
TILSON
INFRASTRUCTURE

TILSON
On a Mission
16 Middle Street, 4th Floor,
Portland, ME 04101
T: (207) 591-6427
info@tilsontech.com
tilsontech.com

CUSTOMER
PROJECT INFORMATION
CAPE ELIZABETH LE
7 LITTLE JOHN ROAD
CAPE ELIZABETH, ME 04107
CUMBERLAND COUNTY
MONOPOLE

DRAWN BY:	APPROVED BY:
MWM	RWB
DATE:	04/24/25
SHEET	REV

SP-1 **A**



TOWER ELEVATION

TILSON
INFRASTRUCTURE

TILSON
On a Mission
16 Middle Street, 4th Floor,
Portland, ME 04101
T: (207) 591-6427
info@tilsontech.com
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CUSTOMER
PROJECT INFORMATION
CAPE ELIZABETH LE
7 LITTLE JOHN ROAD
CAPE ELIZABETH, ME 04107
CUMBERLAND COUNTY
MONOPOLE

DRAWN BY:

APPROVED BY:

MWM

RWB

DATE:

04/24/25

SHEET

REV

SP-2

A

Page 74 of 167





Town Council Meeting
Monday, August 11, 2025

AGENDA ITEM SUMMARY

Landfill Solar Project land lease with Encore Energy

Council Resource: Penny Jordan

Staff Resource: Patrick Fox, Town Manager

Background:

The Landfill Solar Project, awarded to Encore Energy in 2020, is now ready of construction, however the original draft lease agreement required updating. This document has been reviewed by Town and Encore legal Counsels, the Cape Elizabeth Energy Committee, and discussed at a Council Workshop on July 14, 2025. Subsequent changes to the agreement have been made taking into account feedback from the various parties involved. The latest version of the lease agreement includes a lease payment cost escalator and provisions regarding the start of construction period.

Exhibit: Town Attorney Review Memo-Lease with Encore Solar for Landfill Array
Draft Lease Agreement-with attorney edits
Cape Landfill Encore Lease Agreement 8.5.25
Energy Committee- lease term recommendations
Energy Committee- Updated lease value table

Draft Motion: ORDERED, the Cape Elizabeth Town Council approves the attached land lease agreement with ER Cape Landfill Solar, LLC and authorizes the project to proceed in accordance with Chapter 2 Administrative Code and consistent with the Planning Board Site Plan approval.

To: Pat Fox, Town Manager

From: Suzanne Breselor Lowell, Esq.

Date: July 17, 2025

Re: Lease with Encore Solar for Landfill Array

Summary Lease with Encore Solar

Attached for your review is the proposed final draft of the lease with Encore Solar's subsidiary, ER Cape Landfill Solar, LLC (Encore Solar and its subsidiaries are collectively referred to as "Encore" herein). Encore has exercised its option to lease the Spurwink Avenue landfill (the "Property") from the Town to develop a solar array. I have negotiated the lease with Encore's counsel and consider the attached to be the proposed final draft. At your request, here are some key points of this lease:

- Rent: \$50,000 per year, payable in advance, with the first payment due 15 days after construction of the array is commenced. **For your consideration:** A flat rental rate with no escalation is unusual. Inflationary forces will work to make this lease rate significantly less profitable to the Town over the term. Encore has thus far held firm and refused to include any rent escalation. Given the limited alternative uses for the Property, it is reasonable to accept Encore's offer.
- Term: 25-year initial term with two five-year extensions, at Encore's option.
- Added a removal bond requirement in the amount of \$104,000, with re-evaluation at ten-year intervals.
- Removed obligations of the Town to indemnify Encore.
- Added the right of the Town to revisit insurance requirements to ensure the project remains sufficiently insured.
- Other minor edits to clarify the Town's cooperation with development and permitted is at Encore's expense.

We hope this brief summary is helpful to you in your analysis of the Property. If you have additional questions related to the notes above or the documents, please do not hesitate to call or email for further discussion.

SITE LEASE AGREEMENT

This Site Lease Agreement ("Lease Agreement") is made on the _ day of July, 201-2025 by and between _____, a _____ ER Cape Landfill Solar, LLC, a Vermont limited liability company (the "Tenant") with a principal place of business at _____, _____ Burlington, Vermont, and _____ the Town of Cape Elizabeth, -with a principal place of business at _____ municipality located in the State of Maine (the "Landlord"). The Tenant and the Landlord are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Landlord is the Owner of certain real property located in _____, Cape Elizabeth, Cumberland County, Maine, with an address set forth and as more particularly described in Exhibit A (the "Property") and Tenant desires to lease all or a portion of the Property as more preliminarily and particularly described in Exhibit B (the "Premises").

WHEREAS, the Tenant designs, installs, operates and maintains equipment and systems, including battery storage, or battery storage solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit solar electrical energy to the delivery point and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, that produce electricity from exposure to sunlight for sale and distribution to the electric grid.

WHEREAS, the Landlord and the Tenant desire to have a photovoltaic generation facility (the "Project") on the Premises.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties do hereby agree as follows:

- 1. Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** The Tenant may use the Premises to install, operate, maintain, improve and replace the Project for purposes of generating and delivering electricityutilizing photovoltaic modules and related equipment to convert energy derived from the sun into usable electric energy and transmitting the energy so converted to the local utility. Tenant shall not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with all the applicable rules and ordinances and obtaining any required permit.
- 3. Access to the Premises from the road to the Property.** Landlord agrees at all times to allow Tenant access to the Property to install, operate, maintain, improve and replace the Project on the Premises, provided, however, such access shall not interfere with Landlord's operation of its transfer station. Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant's construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with all laws, rules and regulations relating to Tenant's use of the Property and the Premises in connection with the construction and operation of the Project.

Landlord further hereby grants to Tenant, and shall execute such additional instruments as may be

| necessary or appropriate to fully vest in Tenant, the following easements and related rights:

(a) An easement over the Property for ingress and egress from Spurwink Avenue to the Premises for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes, which easement is more particularly described in Exhibit B attached hereto.

(b)(a) An easement and right to capture, use and convert the unobstructed solar resources over and across the Premises, and to prevent measurable diminishment in output due to obstruction of the sunlight across the area surrounding the Premises including but not limited to an easement right to trim, cut down and remove all trees, brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises or immediately surrounding the Premises, which might obstruct receipt of or access to sunlight to the Premises or interfere with or endanger the Project or Tenant's operations.

(e)(b) ~~An~~ A transmission and utility easement over the Property ~~to allow the Project to interconnect to the electrical grid, and~~ for the purpose of installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the Project to the local electric utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the Project, which easement is more particularly described in Exhibit B attached hereto.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall reasonably cooperate with Tenant, any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, approvals and other authorizations that may be required in order to effect the interconnection of the Project, at no cost to Landlord. The date at which the Project is energized and permitted to operate by the utility shall be the date of commissioning (the "Commissioning Date").

6. Approvals and Permits. Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease. The Landlord shall reasonably cooperate with Tenant at no cost to Landlord in obtaining all such approvals and permits and necessary transfer Project permits to Tenant for purposes of operating the Project. To the extent that any permit must be obtained by Landlord, the Landlord agrees that it will cooperate with Tenant, at no cost to Landlord, to obtain any necessary permit.

7. Exposure to Sunlight. The Landlord covenants that it will use its best efforts to not allow vegetation on its property to grow in a manner or initiate or conduct any activities that could reasonably diminish the exposure of the Panels to sunlight during daylight hours, while this Lease Agreement remains in effect. Landlord hereby grants to Tenant an exclusive easement, which shall be coterminous with Lease and transferrable in accordance with the terms herein, to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Property in accordance with all conditions of permitting. Without limiting the foregoing, Landlord shall not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in each case, on the Property or the real property adjacent to the Property that is owned by Landlord, that is reasonably expected to decrease the output or efficiency of the Project or adversely affect insolation levels on the Premises. Additionally, Tenant has the right to trim, cut down and remove all trees, brush, vegetation, and fire and electrical hazards now or hereafter existing in that portion of the property described as

“Vegetation Easement Area” in the attached Exhibit B, which might obstruct receipt of or access to sunlight to the Premises or interfere with or endanger the Project or the Tenant’s operations, as determined by the Tenant.

8. Use of Subcontractors. The Tenant shall be permitted to hire subcontractors or agents to perform any of its obligations under this Lease Agreement. However, all such subcontractors or agents, including, but not limited to Environmental, Geotech Consultants and Engineers, and EPC Contractors must be duly licensed by the State, as applicable, and properly insured.

9. Landlord not to Interfere with the Project. The Landlord and any representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits and other Economic Benefits. The Landlord will reasonably cooperate with Tenant, at no cost to Landlord, in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses.

(a) Tenant shall pay on or before when due all taxes ~~are~~ assessed against the Tenant on account of the Tenant's personal property, equipment, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease. Tenant shall, during the Term, pay and discharge on or before when due, all Utility expenses.

(b) ~~The Landlord~~ Should the existence of this Lease subject the Property to taxation, Tenant shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises.

(c) All taxes shall be paid to the government entity assessing such taxes. All Utility expenses related directly to the Project shall be paid by the Tenant directly to the Utility unless the parties agree otherwise.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate ~~twenty-five~~ twenty-five (25) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "Term"). At the option of the Tenant, the Term may be extended by two (2) additional five (5) year terms, upon the same terms and conditions as this Lease Agreement, except Rent, which shall be adjusted to the then-current market rent to be agreed upon by the parties.

13. Rent. Tenant shall pay the Landlord rent in the amount of FIFTY THOUSAND DOLLARS (\$50,000), per year ("Rent"), which shall become due and payable within fifteen (15) days of the start of construction on the Project ("Construction Commencement"), and every anniversary of the

Commented [SB1]: Rent escalation of 3%

Commented [SWK2R1]: QUESTION TO ENCORE:
Has an escalator been negotiated and agreed to?

Commented [RG3R1]: Agreed rent was \$50K/year with no escalators. This is what we understand the Town Council agreed to.

Commented [SB4R1]: I've advised the Town that with a lease of this duration, some adjustment to at least acknowledge inflation is reasonable. We aren't trying to make the lease keep up with inflation, so Encore still ultimately profits. We would agree to a delay on the increase - rent held for 5 years?

Commented [SWK5R1]: Encore is discussing internally but the sense I have at this point is that adding an escalator at this point would be inconsistent with what the parties have discussed and previously agreed to.

Commented [SWK6R1]: Encore has confirmed that adding an escalator is contrary to what they have agreed to with the Town.

Commissioning Date thereafter for the duration of this Lease Agreement and any extension thereof. ~~Rent paid on the second first anniversary of the Commissioning Date rent shall include an additional reconciliation payment for the construction period, which shall be calculated as the time from Construction Commencement to the Commissioning date.~~

Final acreage to be utilized for Rent calculation shall be determined based on the actual footprint of the Project, as further defined in Section 14. ~~Any difference between the initial year's Rent and subsequent Rent calculations based on final design, shall be reconciled on the first anniversary of the Commissioning Date.~~

14. Premises Leased. Within 15 days of Construction Commencement, Tenant shall provide a final site plan to Landlord, which shall exist wholly within the Property, and which both Parties hereby agree shall be included as Exhibit B, without requiring any further approval of Landlord.

15. Intentionally Omitted.

16. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project.

17. Removal of the Project. Within six (6) months after the end of the Term or Term extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible (the "Removal Obligations"). The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns. Should Tenant not remove the Project within six (6) months, then Landlord shall be entitled to take ownership of the Project and all associated assets. On or prior to the date the Projects begins commercial operation, Tenant shall provide to Landlord, and maintain during the remainder of the Term, one or more performance bonds, letters of credit, or another form of financial security acceptable to Landlord in its reasonable discretion, in each case in form and substance to secure Tenant's completion of the Removal Obligations. Any such financial security, in strict accordance with its terms, shall only be available to complete the Removal Obligations set forth herein in the event that Tenant fails to timely perform them. The amount of the financial security for Removal Obligations shall be \$104,000 and the amount shall be re-evaluated by both Parties at ten year intervals during the Term for continued adequacy. In the event any federal, state, county or local governmental authority with jurisdiction over the Project or the Premises requires bonding or other security securing the removal of the Project and the restoration of the Premises, then Tenant's satisfaction of those requirements shall satisfy all bonding or other security requirements under this Section 17.

~~(6) months, then Landlord shall be entitled to take ownership of the Project and all associated assets.~~

18. Title. Landlord leases the Premises to Tenant on an "AS IS, WHERE IS" basis. It shall be Tenant's responsibility to obtain, at Tenant's sole cost, a commitment for title insurance. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i)

challenging the validity or propriety of this Lease Agreement, and/or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the Ownership or operation of the Property or any part thereof or interest therein.

19. Quiet Enjoyment. The Landlord covenants and agrees that the Tenant, provided it remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hindrance to, interference with the Tenant's use and enjoyment thereof.

20. Environmental Matters. The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the

Property, unless attributable to the Tenant's activities, its employees contractors or agents. Accordingly:

(a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) the Landlord agrees to assume full responsibility for ~~(and protect, indemnify and defend the Tenant against,~~ any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities. The Tenant may encounter Hazardous Materials when installing, servicing, expanding, modifying or maintaining the Project. In the event the Tenant encounters any Hazardous Material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform the Landlord of the nature and location of said Hazardous Materials. It shall then be the Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow the Tenant to continue or finalize any work in progress, provided however that Landlord shall not be obligated to undertake such remediation in the event that it is cost-prohibitive for the Landlord to do so. Tenant acknowledges that the Premises and the Property have been used as a landfill and that Hazardous Materials may be located thereon. It shall be the responsibility of the Tenant not to disturb the landfill or the cap. Any cap and/or site maintenance and repair activities which are due in whole or in part to Tenant's proposed or actual activities or Tenant's ~~negligent~~-acts or omissions (the "Tenant Caused Matters") shall be managed and paid for by Tenant; provided, however, (i) prior to performing any work or taking any action with respect thereto, Tenant must first notify Landlord of the existence of any such Tenant Caused Matters (or if Landlord discovers such Tenant Caused Matters, Landlord may give notice to Tenant thereof), and Tenant shall deliver to Landlord a detailed description of all work and other activities the Tenant proposes with respect to such Tenant Caused Matter, together with copies of all related notices, correspondence, reports and other information Tenant has with respect thereto, (ii) if Landlord desires to conduct further investigation or otherwise further assess or evaluate the Tenant Caused Matters, Tenant shall provide Landlord with reasonable access to the Premises for such purposes and otherwise fully cooperate and provide requested information to Landlord with respect thereto, (iii) if Landlord has any comments, concerns or other feedback with respect to the proposed work or activities, Tenant shall revise its work and/or action plan to reasonably address Landlord's comments concerns and/or other feedback and resubmit same to Landlord for approval, (iv) Tenant shall not proceed with its work or activities regarding Tenant Caused Matters unless and until Landlord has approved the submittals described above, but Tenant agrees to complete all such submittals to Landlord and respond to Landlord's comments, concerns and feedback in accordance with the above as quickly as is reasonably possible, (v) in lieu of Tenant performing necessary work or taking other action with respect to Tenant Caused Matters, Landlord shall have the right, in its sole and absolute discretion, to enter the Premises as may be reasonable or necessary to address the work or actions related to the Tenant Caused Matters, and Landlord may perform such work or take such actions itself and/or through its consultants and independent contractors, and in such case Tenant shall fully cooperate with Landlord, including providing all reasonable access to the Premises and coordinating with Landlord in connection therewith, and (vi) in the event Landlord elects to perform work or activities itself and/or through its consultants and independent contractors as discussed above, Tenant shall be responsible to pay to Landlord all costs and expenses incurred by Landlord in connection ~~with~~with the work or other actions performed by Landlord in connection with the Tenant Caused Matters, plus a management and oversight charge of 15% of such costs, and any such amounts shall be due and payable by Tenant to Landlord within 30 days after Landlord's delivery to Tenant of Landlord's invoice for such amounts, with the right of Landlord to invoice Tenant for such amounts periodically as such works and/or activities progress, or in bulk upon full completion, as determined by Landlord in its sole discretion. Landlord shall be responsible for any other cap maintenance and repairs that may be

required of Landlord by any existing closure order or that Landlord determines are necessary for purposes of compliance with any law or closure order.

21. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord shall reasonably cooperate with Tenant in its effort to obtain such approvals at no cost to Landlord. Should Tenant be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, this agreement shall terminate at Tenant's option as outlined further in Section 22 below.

22. Right to Terminate. Prior to the Commissioning Date of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord. On or after the Commissioning Date, the Tenant may terminate this Lease Agreement without cause by providing at least six (6) months prior written notice to the Landlord if such termination shall occur between January 1st and June 30th, and twelve (12) months' prior written notice to the Landlord if such termination shall occur between July 1st and December 31st. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- d. Utilities necessary for Tenant's use of the Premises are no longer available to the Premises; or
- e. The Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises and Tenant elects to terminate this Lease in accordance with Section 28 below.
- f. Relevant laws or regulations are changed such that the Tenant deems it impossible to operate the Project in a financially viable manner.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided herein. In no event will Tenant be entitled to any refund of all or part of Rent paid to Landlord following such termination. Should Tenant terminate in accordance with this Section 22, Tenant shall remove the system in accordance with Section 17 above.

23. Assignment. This Lease Agreement and the rights and obligations of the Tenant hereunder may not be assigned by the Tenant without the prior written consent of Landlord, not to be unreasonably withheld. Should Landlord consent to such assignment, so long as any successor tenant agrees to assume all of Tenant's obligations under this Lease Agreement, ~~in which case,~~ the Tenant shall be released from its obligations hereunder. This Lease Agreement may be assigned by the Landlord without the consent of Tenant, provided however, that any successor landlord agrees to assume all of Landlord's obligations under this Lease Agreement, in which case, the Landlord shall be released from its obligations hereunder.

24. Liability for Injury and Damage. Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or

| caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

~~Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.~~

Prior to commencing operations, Tenant shall obtain and provide evidence of the insurance coverages specified below.

1. **Commercial General Liability:** Including bodily injury, property damage, products and completed operations, personal and advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit;
2. **Automobile Liability:** All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; \$1,000,000 combined single limit per accident;
3. **Workers' Compensation:** As required per the State of Maine including Employer's Liability E.L. \$500,000 per accident and \$500,000 per employee, and \$500,000 caused by disease; and
4. **Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability** for \$5,000,000 Each Occurrence/Aggregate.

Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this section including endorsements, as required. Landlord may revisit such amounts every five (5) years and, upon six (6) months' notice, increase the amounts based on current generally-accepted limits.

25. Revocation. In the event of the failure of either party to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure is for a non-monetary default which cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure such non-monetary default within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, pursue any and all remedies available to such party at law or in equity. Monetary defaults, if any, shall be cured within the initial thirty (30) day period as set forth above. In the event of a default hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

26. Lender Protection. Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by leasehold mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Lease to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Lease and in any monies due under this Lease in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Lease. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Lease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Lease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Lease, to one (1) or more creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Lease. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Premises or any easements created hereunder than Tenant then has under this Lease. As used herein, (A) the term "Subtenant" means any Person that receives a transfer from Tenant in accordance with the provisions of this Lease of all or any portion of the right, title or interest under this Lease or in one or more such easements; (B) the term "Sublease" means the grant or assignment of such rights from Tenant to a Subtenant; and (C) the term "Lender" means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of Tenant's or a Subtenant's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Lease shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Lease in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Lease shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Lease with the assuming party as if such person had been named as Tenant under this Lease, provided, however, that the assuming party is creditworthy.

Landlord agrees to enter into a commercially reasonable form of non-disturbance, consent and recognition agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's collateral assignment of this Lease and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Lease, or that holds an interest, lien or security interest in this Lease solely for security purposes, shall have no obligation or liability under this Lease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to title to such interest, or to this Lease. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landlord shall execute such commercially reasonable estoppel certificates (certifying as to such truthful matters as Tenant, Lenders, Assignees or Leasehold Mortgagees may reasonably request, including that no default then exists under this Lease, if such be the case, and that this Lease remains in full force and effect), consents to assignment and non-disturbance agreements as Tenant or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lenders, Leasehold Mortgagees or Assignees or prospective Lenders, Leasehold Mortgagees, or Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Tenant's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Lease or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of this Lease and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Lease or any partial interest in this Lease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed in writing by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Lease as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Lease.

If any default by Tenant under this Lease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Lease, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving notice from Landlord as set forth in Section 33, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial

or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Lease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, Rent and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Lease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by such party.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has Ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Tenant under this Lease are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Lease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

If this Lease terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy Applicable Requirements or other Applicable Requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except as otherwise provided in this section and for any requirements that have been fulfilled by Tenant or any Lender, Leasehold

Mortgagee or Assignee prior to rejection or termination of this Lease); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Lender, Leasehold Mortgagee or Assignee shall be entitled to enter into a new lease of the Premises, Landlord will not terminate any sublease or the rights of any sub-Tenant unless such sub-Tenant shall be in default under such sublease.

If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of this Lease or the Tenant's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect.

The provisions of Section 26 shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if Section 26 was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Tenant's grant of a security interest in the Premises, this Lease, the Project or any other Improvement, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Premises or a cancellation or release of this Lease from Tenant, prior to expiration of the Lease Term without the prior written consent of the Lender, Leasehold Mortgagee or Assignee, provided, however, that Landlord shall be permitted to terminate this Lease without the consent of Lender, Leasehold Mortgagee or Assignee if (a) such termination resulted from an event of default, and (b) Lender, Leasehold Mortgagee or Assignee was provided notice in accordance with this Section and the right to cure such default for a period of ninety (90) days following such notice, and failed to cure such default within such period.

27. Condemnation. If, at any time during the Term, any authority having the power of eminent domain shall condemn a portion of the Premises, the Easements, the Project or related interconnection and transmission improvements for any public use or otherwise, such that the operation of Project becomes, in the reasonable discretion of Tenant, impractical by materially reducing the electrical generating capacity of the Project or materially impacting access to the Premises, then Tenant may terminate this Lease Agreement without incurring any liability to Landlord with respect to such termination by giving written notice to Landlord indicating the effective date of such termination except that Tenant will have responsibility to remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property. Tenant shall have the right to exercise its termination option only within the six (6) month period after the Tenant receives knowledge of the condemnation.

The disposition of any condemnation award and/or casualty insurance proceeds shall be allocated among Landlord, Tenant, any Lender, Leasehold Mortgagee or Assignee as their interests may appear.

28. Damage to Project. If, at any time during the Term, the Project shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Tenant shall at its sole cost and expense either (a) repair or replace the Project, or (b) elect to terminate this Lease Agreement in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

If Tenant elects to repair and restore the Project, all insurance money paid to Tenant on account of such damage or destruction under the policies of insurance maintained by Tenant hereunder, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Tenant to the payment of the cost of the repair and replacement of the Project, subject to the rights of Lenders, Assignees and Leasehold Mortgagees.

29. Terminate in Event of Governmental Shutdown. In the event a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the Premises, for reasons unrelated to any default, violation or breach by Tenant of any applicable law, permit or consent, Tenant shall have the right to terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days prior written notice, in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

30. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from ~~any future Rent payments and any other its~~ obligations under this Agreement, except its obligation to pay rent and remove the Project as provided herein. "Force Majeure Event" means any act, event, cause or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the party claiming a Force Majeure Event.

31. Miscellaneous provisions.

A. Applicable Law. This Lease Agreement shall be interpreted and governed by the laws of the State of Maine.

a. Rules of Interpretation. Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

b. Severability. In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

c. Entire Agreement; Amendments and Waivers. This Lease Agreement constitutes the entire agreements between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

d. Further Assurances. Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

e. Recordation. The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Exhibit C.

~~f. ——— Specific Performance. In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.~~

32. Representations and Warranties.

(a) The Landlord hereby represents and warrants to Tenant as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with the terms hereof.

(iii.) Performance. To the best of the Landlord's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Landlord, the information provided to the Tenant by the Landlord pursuant to this Agreement is true and accurate in all material respects.

(b) Tenant hereby represents and warrants to the Landlord as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Tenant, and constitutes a valid and binding obligation on Tenant, enforceable in accordance with the terms hereof.

(iii) Performance. To the best of the Tenant's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Tenant's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Tenant, the information provided to the Landlord by the Tenant pursuant to this Agreement is true and accurate in all material respects.

Commented [SWK7]: ~~Not sure what this is supposed to say.~~

33. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Town of Cape Elizabeth

To Tenant: ER Cape Landfill Solar, LLC

Attn: General Counsel
50 Lakeside Ave #110
Burlington, VT 05401

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Lease Agreement – Signature Page

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of July, 201-2025.

IN PRESENCE OF: TOWN OF CAPE ELIZABETH

By: _____

By: _____

Witness

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ER CAPE LANDFILL SOLAR, LLC

By: _____

By: _____

Witness

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Duly Authorized Agent

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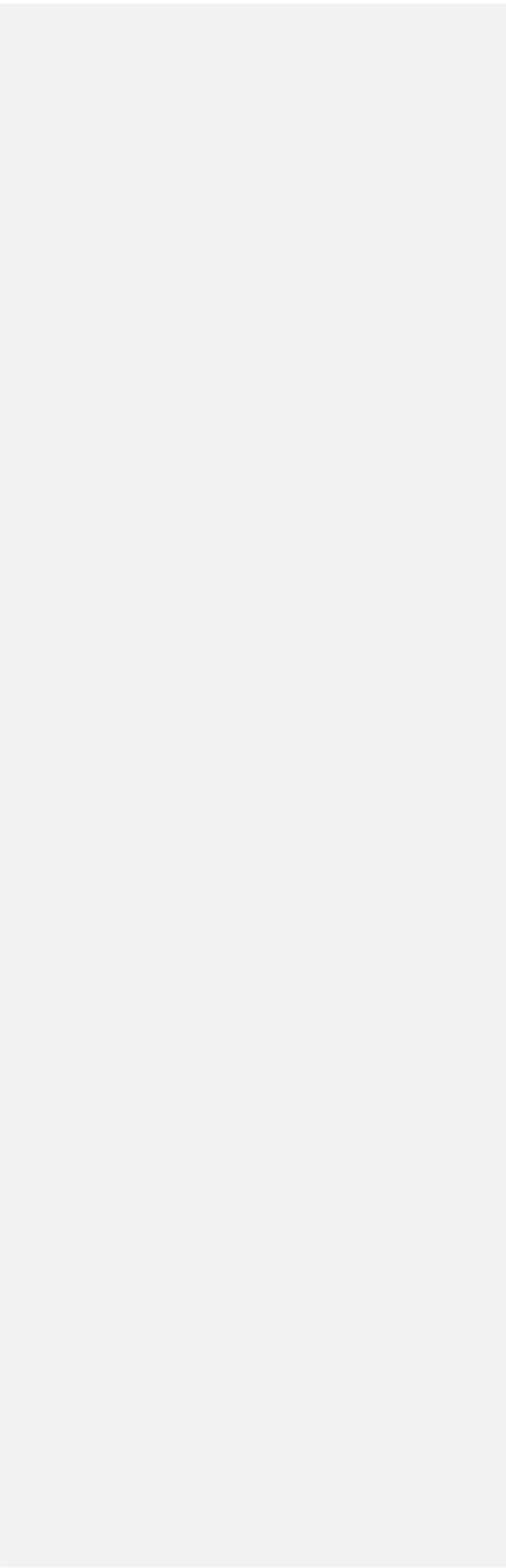


Exhibit A

A certain lot or parcel of land in Cape Elizabeth, Cumberland County, Maine, more particularly bounded and described as follows:

Parcel One

A certain lot or parcel of land located on the Easterly side of Spurwink Avenue and bounded as follows: On the west by Spurwink Avenue; on the south by land now or formerly of Carrol B. Fleming et al by deed recorded in the Cumberland County Registry of Deeds in Book 9567, Page 123; on the southeast by land now or formerly of Lee R. and Avis C. Leavitt, as conveyed to them by deed recorded in the Cumberland County Registry of Deeds in Book 4901, Page 234, and on the north by land now or formerly of the Town of Cape Elizabeth as conveyed by deed recorded in said Registry in Book 2789, Page 153, by marsh formerly of Clement Jordan and by the east branch of the Spurwink River.

Parcel Two

Also, a certain lot or parcel of land located on the Westerly side of Spurwink Avenue and bounded as follows: Easterly by Spurwink Avenue; southerly and southeasterly by land now or formerly of Dorie S. Barber as conveyed by deed recorded in said Registry in Book 10805, Page 142; westerly by the west branch of the Spurwink River and Sawyer Road; northerly by the rear line of several parcels of land which have frontage on Wells Road to the westerly sideline of land now or formerly of Ralph E. Leighton and Alice C. Leighton as conveyed by deed recorded in said Registry in Book 3519, Page 66; easterly by the westerly sideline of said Leighton land; northerly by the east branch of the Spurwink River.

Exhibit B

Description of the Premises SOLAR ARRAY LEASE

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, but not adjacent thereto, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point at the northwesterly terminus of an access easement (being the "Access and Utility Easement" described herein);

Thence, from the Point of Beginning, S35°03'21" W, along said access easement, a distance of 70.76' to a point;

Thence, N54°56'39" W, along said access easement, a distance of 43.15' to a point;

Thence the following courses and distances:

N61°07'08"W, a distance of 79.62';
N83°16'39"W, a distance of 76.13';
S88°41'02"W, a distance of 41.21';
S82°27'05"W, a distance of 43.97';
S76°34'51"W, a distance of 43.61';
S67°34'11"W, a distance of 35.96';
S52°09'50"W, a distance of 56.51';
S47°33'12"W, a distance of 33.83';
S15°38'51"W, a distance of 143.11';
S40°47'53"W, a distance of 75.23';
S49°49'32"W, a distance of 36.36';
S47°28'47"W, a distance of 20.06';
S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
S73°11'36"E, a distance of 62.40';
N62°40'25"E, a distance of 79.01';
N45°45'16"E, a distance of 71.20';
N39°42'58"E, a distance of 90.76';
N36°06'03"E, a distance of 166.49';
S71°40'14"E, a distance of 50.25';
S37°11'56"E, a distance of 73.77';
S52°00'05"E, a distance of 105.92';
S19°46'15"E, a distance of 43.04';
S01°55'40"E, a distance of 65.28';
S14°40'48"W, a distance of 84.68';
S20°53'15"W, a distance of 56.30';

S33°27'52"W, a distance of 97.94';
S04°28'37"E, a distance of 54.63' to the Point of Beginning

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe a solar lease area on a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

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Beginning at a point at the southerly corner of a solar array easement (being the "Solar Array Lease" described herein);

Thence, from the Point of Beginning, along the said solar array easement, by the following courses and distances:

S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
N73°11'36"W, a distance of 16.28';
S39°41'51"W, a distance of 55.99';
S72°38'41"W, a distance of 61.94';
S66°31'56"W, a distance of 65.99';
S00°00'44"E, a distance of 76.12';
S34°38'30"W, a distance of 45.89';
S21°15'24"W, a distance of 63.42';
S02°29'59"W, a distance of 93.05';
S23°24'29"W, a distance of 113.74';
S00°00'00"E, a distance of 105.86';
S90°00'00"E, a distance of 123.23';
N47°28'47"E, a distance of 19.72';
N42°31'13"W, a distance of 15.00' to the Point of Beginning

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A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point on the easterly side of Spurwink, said point being N 27°47'14" E, along a tieline, a distance of 416.46' from a 5/8 inch rebar at the northwesterly corner of land now or formerly of Irene M.W. Ketelaar & Kenneth B. Moon (Book 12592, Page 80);

Thence, from the Point of Beginning, N 21°34'20" E, along the said easterly side of Spurwink Avenue, a distance of 53.80' to a point;

Thence, N13°41'36" E, along the said easterly side of Spurwink Avenue, a distance of 26.55' to a point;

Thence the following courses and distances:

N86°08'45"E, a distance of 178.70';

N65°48'05"E, a distance of 132.99';

N34°32'17"E, a distance of 178.44';

N22°44'16"E, a distance of 98.76';

N07°53'46"E, a distance of 67.46';

N10°39'42"W, a distance of 173.81' to a point on the southerly side of a solar lease;

Thence, N40°47'53" E, along said solar lease, a distance of 75.23' to a point;

Thence the following courses and distances:

S05°51'50"E, a distance of 228.94';

S07°53'46"W, a distance of 78.23';

S22°44'16"W, a distance of 108.10';

S34°32'17"W, a distance of 116.69';

N65°48'05"E, a distance of 37.87';

N50°16'51"E, a distance of 163.48';

N30°52'46"E, a distance of 352.73';

N24°32'15"E, a distance of 158.64';

N42°12'35"E, a distance of 151.92 to a point on the southerly side of a solar lease;

Thence, S54°56'39" E, along said solar lease, a distance of 43.15' to a point;

Thence, N35°03'21" E, along said solar lease, a distance of 70.76' to a point;

Thence the following courses and distances:

S54°56'36"E, a distance of 50.00';

S35°03'21"W, a distance of 120.76';

N54°56'39"W, a distance of 41.70';

S30°52'46"W, a distance of 615.99';

S50°16'51"W, a distance of 181.85';

S64°27'16"W, a distance of 251.13';

S82°47'43"W, a distance of 237.91' to the point of Beginning.

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capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

Exhibit C

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the "Lease") was entered into on _____, 20____, by and _____, a _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20____.

1. Property Affected By The Lease. The leased property is described as a portion of the property described on Exhibit A, attached hereto.

2. Term of Lease. The Lease commences on _____, 20____ and continues for twenty five years and ninety days following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.

~~3. Restriction on Assignment. The Lease may not be assigned by the Lessee without the prior written consent of Lessor, not to be unreasonably withheld, so long as any successor lessee agrees to assume all of Lessee's obligations under the Lease. The Lease may be assigned by the Lessor without the consent of Lessee, provided however, that any successor lessor agrees to assume all of Lessor's obligations under the Lease.~~

~~4.3.~~ Extension and Renewal. The Lease is may be extended for four (4) additional five (5) year terms at the option of the Lessee.

~~5.4.~~ Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.

~~6.5.~~ Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.

~~7.6.~~ Addresses. The addresses set forth in the Lease as those of the parties are as follows:

Lessor:

Lessee:

~~8.7.~~ Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.

~~9.8.~~ Use. Lessee shall not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection

to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit.

~~10.9.~~ Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of Maine.

LESSOR, _____.

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this ____ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

LESSEE, _____

Duly Authorized Agent

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this ____ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

EXHIBIT A

SOLAR ARRAY LEASE

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N10°39'42"W, a distance of 173.81' to a point on the southerly side of a solar lease;

Thence, N40°47'53" E, along said solar lease, a distance of 75.23' to a point;

Thence the following courses and distances:

S05°51'50"E, a distance of 228.94';

S07°53'46"W, a distance of 78.23';

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Delete	60
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Move To	0
Table Insert	0
Table Delete	0
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	125

To: Cape Elizabeth Town Council
Cc: Patrick Fox, Town Manager
From: Sam Milton, Chair, Energy Committee
Date: July 25, 2025
Subject: Cape Elizabeth Energy Committee Lease Recommendations

The Energy Committee has reviewed the current draft contract between the Town of Cape Elizabeth and Encore Solar for a solar land lease. Our primary concerns are the lack of a lease price escalator and the lease term length. Please see our explanations and recommendations below.

Lease price escalator

Earlier agreements already had yearly increases built into the energy price paid to the Town, and rent itself was only a small part of the total value (about 7%). Now, however, rent is the only revenue to the Town. If it remains fixed at \$50,000/year for 20 years, its value drops significantly over time due to inflation. (see attached table)

Recommendation: The contract should include an annual rent increase of at least 2% to maintain long-term value and keep pace with prior agreement structures. Note that a lease escalator is common in solar land lease contracts such as this.

Lease term length

Lease terms for contracts like this can vary significantly. A shorter lease term will provide the Town with an opportunity to revisit the contract and negotiate more favorable terms sooner in the lifespan of the project.

Recommendation: The initial lease term should be 20 years, with an option to extend for two additional 5-year terms (up to 30 years). At the end of the lease (or any extension), the Town should clearly define whether it will either:

- Renew the lease under mutually agreed-upon terms,
- Take over operating the facility at zero cost and release Encore from decommissioning obligations, or
- Have Encore decommission the facility and restore the land to its original condition

Additional considerations

Finally, we recommend the following non-contract actions be taken to protect the Town's interests:

- Confirmation that solar project roads and easements shall not interfere with transfer station operations.
- Confirmation that Encore has secured all relevant permits from Maine DEP for construction of a solar facility on a closed landfill including (and that all permits are current):
 - Permit for minor modification of a landfill (MDEP)
 - Permit-by Rule (PBR) governing stormwater and decommissioning (MDEP)

- Cape Elizabeth Land Use Permit and compliance with permit conditions (Cape Elizabeth)
 - Maine General Construction Permit (State) which must be secured by contractor
- Identification of Encore's Contractor and their resume of experience building solar projects on landfills
- Lease should contain exhibit depicting leased area (not just a metes and bounds description of same)

NET PRESENT VALUES AND END OF TERM VALUE BASED ON 5% INFLATION LEASE	TERM - yrs	TYPE & ASSOCIATED % INFLATOR	TOTAL SAVINGS OVER TERM	NEB (CMP)/PPA RATE INFLATION	NET PRESENT VALUE OVER TERM W/ 5% ANNUAL INFLATION	INITIAL SAVINGS / PAYMENT YEAR 1	PAYMENT VALUE AT END OF TERM
ENERGY COMMITTEE - 8/2020	20	PPA -1.5%	\$ 1,197,071	1.50%	\$ 716,088	\$ 46,321	\$ 28,270
ORIGINAL CONTRACT - 11/2020	20	PPA -1.5%+ LEASE-0%	\$ 1,226,607	1.50%	\$ 753,086	\$ 56,112	\$ 25,202
# 6 OFFER - 11/9/2022	20	PPA -1.5%+ LEASE-0%	\$ 791,950	2.25%	\$ 481,310	\$ 35,609	\$ 17,232
#7 OFFER - 11/18/2022	20	PPA -1.5%+ LEASE-0%	\$ 2,542,367	2.25%	\$ 1,557,600	\$ 115,068	\$ 139,585
CURRENT LEASE OFFER - 7/2025	20	LEASE - 0%	\$ 1,000,000		\$ 623,111	\$ 50,000	\$ 18,844
	25	LEASE - 0%	\$ 1,250,000		\$ 704,697	\$ 50,000	\$ 14,765
LEASE ONLY WITH ANNUAL INCREASE	20	LEASE -1%	\$ 1,100,950		\$ 675,154	\$ 50,000	\$ 22,766
	20	LEASE -2%	\$ 1,214,868		\$ 733,270	\$ 50,000	\$ 27,453
	20	LEASE -4%	\$ 1,488,904		\$ 870,944	\$ 50,000	\$ 39,702
	25	LEASE -1%	\$ 1,412,160		\$ 776,618	\$ 50,000	\$ 18,748
	25	LEASE -2%	\$ 1,601,515		\$ 859,208	\$ 50,000	\$ 23,749
	25	LEASE -4%	\$ 2,082,295		\$ 1,063,856	\$ 50,000	\$ 37,848

CONTRACT OFFERS	TERM - yrs	TYPE & ASSOCIATED % INFLATOR	TOTAL SAVINGS OVER TERM	NEB (CMP)/PPA RATE INFLATION	NET PRESENT VALUE OVER TERM W/ 5% ANNUAL INFLATION	INITIAL SAVINGS / PAYMENT YEAR 1	PAYMENT VALUE AT END OF TERM
ENERGY COMMITTEE - 8/2020	20	PPA -1.5%	\$ 1,197,071	1.50%	\$ 716,088	\$ 46,321	\$ 28,270
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NOTES:

1) PPA (Purchase Power Ageement) refers to the PUC's (Public Utilities Commission) "NEB (Net Energy Billing) Tariff Rate Program" which was the basis for ENCORE agreement prior to the change to a "LEASE ONLY" contract in 2025.

2) PPA RATE - \$/kWh - is essentially the rate the Town would be paid by ENCORE for electricity generated by the field.

3) PPA RATE INFLATION is the annual increase in the PPA rate.

4) NET PRESENT VALUE and PAYMENT VALUE AT END OF TERM is the value of the final payment in today's dollars assuming an annual inflation rate of 5%.

SITE LEASE AGREEMENT

This Site Lease Agreement ("Lease Agreement") is made on the _ day of July, 2025 by and between ER Cape Landfill Solar, LLC, a Vermont limited liability company (the "Tenant") with a principal place of business at Burlington, Vermont, and the Town of Cape Elizabeth, a municipality located in the State of Maine (the "Landlord"). The Tenant and the Landlord are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Landlord is the Owner of certain real property located in Cape Elizabeth, Cumberland County, Maine, with an address set forth and as more particularly described in Exhibit A (the "Property") and Tenant desires to lease all or a portion of the Property as more preliminarily and particularly described in Exhibit B (the "Premises").

WHEREAS, the Tenant designs, installs, operates and maintains equipment and systems, including battery storage, or battery storage solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit solar electrical energy to the delivery point and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, that produce electricity from exposure to sunlight for sale and distribution to the electric grid.

WHEREAS, the Landlord and the Tenant desire to have a photovoltaic generation facility (the "Project") on the Premises.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties do hereby agree as follows:

- 1. Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** The Tenant may use the Premises to install, operate, maintain, improve and replace the Project for purposes of utilizing photovoltaic modules and related equipment to convert energy derived from the sun into usable electric energy and transmitting the energy so converted to the local utility. Tenant shall not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with all the applicable rules and ordinances and obtaining any required permit.
- 3. Access to the Premises from the road to the Property.** Landlord agrees at all times to allow Tenant access to the Property to install, operate, maintain, improve and replace the Project on the Premises, provided, however, such access shall not interfere with Landlord's operation of its transfer station. Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant's construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with all laws, rules and regulations relating to Tenant's use of the Property and the Premises in connection with the construction and operation of the Project.

Landlord further hereby grants to Tenant, and shall execute such additional instruments as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights: An easement over the Property for ingress and egress from Spurwink Avenue to the Premises for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance,

replacement, repair, improvements and removal of the Project, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes, which easement is more particularly described in Exhibit B attached hereto.

(a) An easement and right to capture, use and convert the unobstructed solar resources over and across the Premises, and to prevent measurable diminishment in output due to obstruction of the sunlight across the area surrounding the Premises including but not limited to an easement right to trim, cut down and remove all trees, brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises or immediately surrounding the Premises, which might obstruct receipt of or access to sunlight to the Premises or interfere with or endanger the Project or Tenant's operations.

(b) A transmission and utility easement over the Property for the purpose of installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the Project to the local electric utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the Project, which easement is more particularly described in Exhibit B attached hereto.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall reasonably cooperate with Tenant, any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, approvals and other authorizations that may be required in order to effect the interconnection of the Project, at no cost to Landlord. The date at which the Project is energized and permitted to operate by the utility shall be the date of commissioning (the "Commissioning Date").

6. Approvals and Permits. Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease. The Landlord shall reasonably cooperate with Tenant at no cost to Landlord in obtaining all such approvals and permits and necessary transfer Project permits to Tenant for purposes of operating the Project. To the extent that any permit must be obtained by Landlord, the Landlord agrees that it will cooperate with Tenant, at no cost to Landlord, to obtain any necessary permit.

7. Exposure to Sunlight. The Landlord covenants that it will use its best efforts to not allow vegetation on its property to grow in a manner or initiate or conduct any activities that could reasonably diminish the exposure of the Panels to sunlight during daylight hours, while this Lease Agreement remains in effect. Landlord hereby grants to Tenant an exclusive easement, which shall be coterminous with Lease and transferrable in accordance with the terms herein, to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Property in accordance with all conditions of permitting. Without limiting the foregoing, Landlord shall not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in each case, on the Property or the real property adjacent to the Property that is owned by Landlord, that is reasonably expected to decrease the output or efficiency of the Project or adversely affect insolation levels on the Premises. Additionally, Tenant has the right to trim, cut down and remove all trees, brush, vegetation, and fire and electrical hazards now or hereafter existing in that portion of the property described as "Vegetation Easement Area" in the attached Exhibit B, which might obstruct receipt of or access to sunlight to the Premises or interfere with or endanger the Project or the Tenant's operations, as determined by the Tenant.

8. Use of Subcontractors. The Tenant shall be permitted to hire subcontractors or agents to perform any of its obligations under this Lease Agreement. However, all such subcontractors or agents, including, but not limited to Environmental, Geotech Consultants and Engineers, and EPC Contractors must be duly licensed by the State, as applicable, and properly insured.

9. Landlord not to Interfere with the Project. The Landlord and any representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits and other Economic Benefits. The Landlord will reasonably cooperate with Tenant, at no cost to Landlord, in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses.

(a) Tenant shall pay on or before when due all taxes assessed against the Tenant on account of the Tenant's personal property, equipment, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease. Tenant shall, during the Term, pay and discharge on or before when due, all Utility expenses.

(b) Should the existence of this Lease subject the Property to taxation, Tenant shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises.

(c) All taxes shall be paid to the government entity assessing such taxes. All Utility expenses related directly to the Project shall be paid by the Tenant directly to the Utility unless the parties agree otherwise.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty-five (205) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "Term"). At the option of the Tenant, the Term may be extended by two-three (32) additional five (5) year terms, upon the same terms and conditions as this Lease Agreement, except Rent, which shall be adjusted to the then-current market rent to be agreed upon by the parties.

13. Rent. For years 1-10, Tenant shall pay the Landlord rent in the amount of FIFTY THOUSAND DOLLARS (\$50,000), per year ("Rent"), which shall become due and payable within fifteen (15) days of the start of construction on the Project ("Construction Commencement"), and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement and any extension thereof. Rent paid on the second first anniversary of the Commissioning Date rent shall include an additional reconciliation payment for the construction period, which shall be calculated as the time from Construction Commencement to the Commissioning Date. Beginning on the tenth anniversary of the Commissioning

Commented [SB1]: I had deleted but re-reading , it appears to be important to explain what could otherwise be a gap. Encore has agreed to put it back in.

Date, Rent shall be increased by two percent (2%) annually for the remainder of the Term, as the same may be extended.

Final acreage to be utilized for Rent calculation shall be determined based on the actual footprint of the Project, as further defined in Section 14.

14. Premises Leased. Within 15 days of Construction Commencement, Tenant shall provide a final site plan to Landlord, which shall exist wholly within the Property, and which both Parties hereby agree shall be included as Exhibit B, without requiring any further approval of Landlord.

15. Intentionally Omitted.

16. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project.

17. Removal of the Project. Within six (6) months after the end of the Term or Term extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible (the "Removal Obligations"). The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns. Should Tenant not remove the Project within six (6) months, then Landlord shall be entitled to take ownership of the Project and all associated assets. On or prior to the date the Projects begins commercial operation, Tenant shall provide to Landlord, and maintain during the remainder of the Term, one or more performance bonds, letters of credit, or another form of financial security acceptable to Landlord in its reasonable discretion, in each case in form and substance to secure Tenant's completion of the Removal Obligations. Any such financial security, in strict accordance with its terms, shall only be available to complete the Removal Obligations set forth herein in the event that Tenant fails to timely perform them. The amount of the financial security for Removal Obligations shall be \$104,000 and the amount shall be re-evaluated by both Parties at ten year intervals during the Term for continued adequacy. In the event any federal, state, county or local governmental authority with jurisdiction over the Project or the Premises requires bonding or other security securing the removal of the Project and the restoration of the Premises, then Tenant's satisfaction of those requirements shall satisfy all bonding or other security requirements under this Section 17.

18. Title. Landlord leases the Premises to Tenant on an "AS IS, WHERE IS" basis. It shall be Tenant's responsibility to obtain, at Tenant's sole cost, a commitment for title insurance. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and/or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the Ownership or operation of the Property or any part thereof or interest therein.

19. Quiet Enjoyment. The Landlord covenants and agrees that the Tenant, provided it remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to

hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hindrance to, interference with the Tenant's use and enjoyment thereof.

20. Environmental Matters. The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to the Tenant's activities, its employees contractors or agents. Accordingly:

(a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) the Landlord agrees to assume full responsibility for any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities. The Tenant may encounter Hazardous Materials when installing, servicing, expanding, modifying or maintaining the Project. In the event the Tenant encounters any Hazardous Material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform the Landlord of the nature and location of said Hazardous Materials. It shall then be the Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow the Tenant to continue or finalize any work in progress, provided however that Landlord shall not be obligated to undertake such remediation in the event that it is cost-prohibitive for the Landlord to do so. Tenant acknowledges that the Premises and the Property have been used as a landfill and that Hazardous Materials may be located thereon. It shall be the responsibility of the Tenant not to disturb the landfill or the cap. Any cap and/or site maintenance and repair activities which are due in whole or in part to Tenant's proposed or actual activities or Tenant's acts or omissions (the "Tenant Caused Matters") shall be managed and paid for by Tenant; provided, however, (i) prior to performing any work or taking any action with respect thereto, Tenant must first notify Landlord of the existence of any such Tenant Caused Matters (or if Landlord discovers such Tenant Caused Matters, Landlord may give notice to Tenant thereof), and Tenant shall deliver to Landlord a detailed description of all work and other activities the Tenant proposes with respect to such Tenant Caused Matter, together with copies of all related notices, correspondence, reports and other information Tenant has with respect thereto, (ii) if Landlord desires to conduct further investigation or otherwise further assess or evaluate the Tenant Caused Matters, Tenant shall provide Landlord with reasonable access to the Premises for such purposes and otherwise fully cooperate and provide requested information to Landlord with respect thereto, (iii) if Landlord has any comments, concerns or other feedback with respect to the proposed work or activities, Tenant shall revise its work and/or action plan to reasonably address Landlord's comments concerns and/or other feedback and resubmit same to Landlord for approval, (iv) Tenant shall not proceed with its work or activities regarding Tenant Caused Matters unless and until Landlord has approved the submittals described above, but Tenant agrees to complete all such submittals to Landlord and respond to Landlord's comments, concerns and feedback in accordance with the above as quickly as is reasonably possible, (v) in lieu of Tenant performing necessary work or taking other action with respect to Tenant Caused Matters, Landlord shall have the right, in its sole and absolute discretion, to enter the Premises as may be reasonable or necessary to address the work or actions related to the Tenant Caused Matters, and Landlord may perform such work or take such actions itself and/or through its consultants and independent contractors, and in such case Tenant shall fully cooperate with Landlord, including providing all reasonable access to the Premises and coordinating with Landlord in connection therewith, and (vi) in the event Landlord elects to perform work or activities itself and/or through its consultants and independent contractors as discussed above, Tenant shall be responsible to pay to Landlord all costs and expenses incurred by Landlord in connection with the work or other actions performed by Landlord in connection with the Tenant Caused Matters, plus a management and oversight charge of 15% of such costs, and any such amounts shall be due and payable by Tenant to Landlord within 30 days after Landlord's delivery to Tenant of Landlord's invoice for such amounts, with the right of Landlord to invoice Tenant for such amounts periodically as such works and/or activities progress, or in bulk upon full completion, as determined by Landlord in its sole discretion. Landlord shall be responsible

for any other cap maintenance and repairs that may be required of Landlord by any existing closure order or that Landlord determines are necessary for purposes of compliance with any law or closure order.

21. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord shall reasonably cooperate with Tenant in its effort to obtain such approvals at no cost to Landlord. Should Tenant be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, this agreement shall terminate at Tenant's option as outlined further in Section 22 below.

22. Right to Terminate. Prior to the Commissioning Date of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord. On or after the Commissioning Date, the Tenant may terminate this Lease Agreement without cause by providing at least six (6) months prior written notice to the Landlord if such termination shall occur between January 1st and June 30th, and twelve (12) months' prior written notice to the Landlord if such termination shall occur between July 1st and December 31st. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- d. Utilities necessary for Tenant's use of the Premises are no longer available to the Premises; or
- e. The Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises and Tenant elects to terminate this Lease in accordance with Section 28 below.
- f. Relevant laws or regulations are changed such that the Tenant deems it impossible to operate the Project in a financially viable manner.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided herein. In no event will Tenant be entitled to any refund of all or part of Rent paid to Landlord following such termination. Should Tenant terminate in accordance with this Section 22, Tenant shall remove the system in accordance with Section 17 above.

Should Construction Commencement have not occurred by May 1, 2026, either party may terminate this Lease Agreement by providing prior written notice to the other party. In the event of such termination, the parties shall be relieved from all further obligations hereunder.

Commented [SB2]: This is the date the Project's permit expires, and it has no further rights to renew. We received concerns about Encore "tying up" the Property and not building. I am certain that is unlikely but this will provide reassurance.

23. Assignment. This Lease Agreement and the rights and obligations of the Tenant hereunder may not be assigned by the Tenant without the prior written consent of Landlord, not to be unreasonably withheld. Should Landlord consent to such assignment, so long as any successor tenant agrees to assume all of Tenant's obligations under this Lease Agreement, the Tenant shall be released from its obligations hereunder. This Lease Agreement may be assigned by the Landlord without the consent of Tenant, provided however, that any successor landlord agrees to assume all of Landlord's obligations under this Lease Agreement, in which case, the Landlord shall be released from its obligations hereunder.

24. Liability for Injury and Damage. Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Prior to commencing operations, Tenant shall obtain and provide evidence of the insurance coverages specified below.

1. **Commercial General Liability:** Including bodily injury, property damage, products and completed operations, personal and advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit;
2. **Automobile Liability:** All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; \$1,000,000 combined single limit per accident;
3. **Workers' Compensation:** As required per the State of Maine including Employer's Liability E.L. \$500,000 per accident and \$500,000 per employee, and \$500,000 caused by disease; and
4. **Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability** for \$5,000,000 Each Occurrence/Aggregate.

Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this section including endorsements, as required. Landlord may revisit such amounts every five (5) years and, upon six (6) months' notice, increase the amounts based on current generally-accepted limits.

25. Revocation. In the event of the failure of either party to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure is for a non-monetary default which cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure such non-monetary default within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, pursue any and all remedies available to such party at law or in equity. Monetary defaults, if any, shall be cured within the initial thirty (30) day period as set forth above. In the event of a default hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

26. Lender Protection. Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by leasehold mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Lease to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Lease and in any monies due under this Lease in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Lease. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Lease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Lease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Lease, to one (1) or more creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Lease. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Premises or any easements created hereunder than Tenant then has under this Lease. As used herein, (A) the term "Subtenant" means any Person that receives a transfer from Tenant in accordance with the provisions of this Lease of all or any portion of the right, title or interest under this Lease or in one or more such easements; (B) the term "Sublease" means the grant or assignment of such rights from Tenant to a Subtenant; and (C) the term "Lender" means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of Tenant's or a Subtenant's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Lease shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Lease in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Lease shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Lease with the assuming party as if such person had been named as Tenant under this Lease, provided, however, that the assuming party is creditworthy.

Landlord agrees to enter into a commercially reasonable form of non-disturbance, consent and recognition agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's collateral assignment of this Lease and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Lease, or that holds an interest, lien or security interest in this Lease solely for security purposes, shall have no obligation or liability under this Lease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to title to such interest, or to this Lease. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landlord shall execute such commercially reasonable estoppel certificates (certifying as to such truthful matters as Tenant, Lenders, Assignees or Leasehold Mortgagees may reasonably request, including that no default then exists under this Lease, if such be the case, and that this Lease remains in full force and effect), consents to assignment and non-disturbance agreements as Tenant or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lenders, Leasehold Mortgagees or Assignees or prospective Lenders, Leasehold Mortgagees, or Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Tenant's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Lease or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of this Lease and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Lease or any partial interest in this Lease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed in writing by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Lease as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Lease.

If any default by Tenant under this Lease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Lease, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving notice from Landlord as set forth in Section 33, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial

or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Lease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, Rent and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Lease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by such party.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has Ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Tenant under this Lease are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Lease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

If this Lease terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy Applicable Requirements or other Applicable Requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except as otherwise provided in this section and for any requirements that have been fulfilled by Tenant or any Lender, Leasehold

Mortgagee or Assignee prior to rejection or termination of this Lease); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Lender, Leasehold Mortgagee or Assignee shall be entitled to enter into a new lease of the Premises, Landlord will not terminate any sublease or the rights of any sub-Tenant unless such sub-Tenant shall be in default under such sublease.

If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of this Lease or the Tenant's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect.

The provisions of Section 26 shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if Section 26 was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Tenant's grant of a security interest in the Premises, this Lease, the Project or any other Improvement, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Premises or a cancellation or release of this Lease from Tenant, prior to expiration of the Lease Term without the prior written consent of the Lender, Leasehold Mortgagee or Assignee, provided, however, that Landlord shall be permitted to terminate this Lease without the consent of Lender, Leasehold Mortgagee or Assignee if (a) such termination resulted from an event of default, and (b) Lender, Leasehold Mortgagee or Assignee was provided notice in accordance with this Section and the right to cure such default for a period of ninety (90) days following such notice, and failed to cure such default within such period.

27. Condemnation. If, at any time during the Term, any authority having the power of eminent domain shall condemn a portion of the Premises, the Easements, the Project or related interconnection and transmission improvements for any public use or otherwise, such that the operation of Project becomes, in the reasonable discretion of Tenant, impractical by materially reducing the electrical generating capacity of the Project or materially impacting access to the Premises, then Tenant may terminate this Lease Agreement without incurring any liability to Landlord with respect to such termination by giving written notice to Landlord indicating the effective date of such termination except that Tenant will have responsibility to remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property. Tenant shall have the right to exercise its termination option only within the six (6) month period after the Tenant receives knowledge of the condemnation.

The disposition of any condemnation award and/or casualty insurance proceeds shall be allocated among Landlord, Tenant, any Lender, Leasehold Mortgagee or Assignee as their interests may appear.

28. Damage to Project. If, at any time during the Term, the Project shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Tenant shall at its sole cost and expense either (a) repair or replace the Project, or (b) elect to terminate this Lease Agreement in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

If Tenant elects to repair and restore the Project, all insurance money paid to Tenant on account of such damage or destruction under the policies of insurance maintained by Tenant hereunder, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Tenant to the payment of the cost of the repair and replacement of the Project, subject to the rights of Lenders, Assignees and Leasehold Mortgagees.

29. Terminate in Event of Governmental Shutdown. In the event a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the Premises, for reasons unrelated to any default, violation or breach by Tenant of any applicable law, permit or consent, Tenant shall have the right to terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days prior written notice, in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

30. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from its obligations under this Agreement, except its obligation to pay rent and remove the Project as provided herein. "Force Majeure Event" means any act, event, cause or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the party claiming a Force Majeure Event.

31. Miscellaneous provisions.

A. Applicable Law. This Lease Agreement shall be interpreted and governed by the laws of the State of Maine.

a. Rules of Interpretation. Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

b. Severability. In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

c. Entire Agreement; Amendments and Waivers. This Lease Agreement constitutes the entire agreements between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

d. Further Assurances. Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

Recordation. The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Exhibit C.

32. Representations and Warranties.

(a) The Landlord hereby represents and warrants to Tenant as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with the terms hereof.

(iii.) Performance. To the best of the Landlord's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Landlord, the information provided to the Tenant by the Landlord pursuant to this Agreement is true and accurate in all material respects.

(b) Tenant hereby represents and warrants to the Landlord as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Tenant, and constitutes a valid and binding obligation on Tenant, enforceable in accordance with the terms hereof.

(iii) Performance. To the best of the Tenant's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Tenant's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Tenant, the information provided to the Landlord by the Tenant pursuant to this Agreement is true and accurate in all material respects.

33. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Town of Cape Elizabeth

To Tenant: ER Cape Landfill Solar, LLC
Attn: General Counsel
50 Lakeside Ave #110
Burlington, VT 05401

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Lease Agreement – Signature Page

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of July, 2025.

IN PRESENCE OF: TOWN OF CAPE ELIZABETH

Witness By: _____

ER CAPE LANDFILL SOLAR, LLC

Witness By: _____
Duly Authorized Agent

Exhibit A

A certain lot or parcel of land in Cape Elizabeth, Cumberland County, Maine, more particularly bounded and described as follows:

Parcel One

A certain lot or parcel of land located on the Easterly side of Spurwink Avenue and bounded as follows: On the west by Spurwink Avenue; on the south by land now or formerly of Carrol B. Fleming et al by deed recorded in the Cumberland County Registry of Deeds in Book 9567, Page 123; on the southeast by land now or formerly of Lee R. and Avis C. Leavitt, as conveyed to them by deed recorded in the Cumberland County Registry of Deeds in Book 4901, Page 234, and on the north by land now or formerly of the Town of Cape Elizabeth as conveyed by deed recorded in said Registry in Book 2789, Page 153, by marsh formerly of Clement Jordan and by the east branch of the Spurwink River.

Parcel Two

Also, a certain lot or parcel of land located on the Westerly side of Spurwink Avenue and bounded as follows: Easterly by Spurwink Avenue; southerly and southeasterly by land now or formerly of Dorie S. Barber as conveyed by deed recorded in said Registry in Book 10805, Page 142; westerly by the west branch of the Spurwink River and Sawyer Road; northerly by the rear line of several parcels of land which have frontage on Wells Road to the westerly sideline of land now or formerly of Ralph E. Leighton and Alice C. Leighton as conveyed by deed recorded in said Registry in Book 3519, Page 66; easterly by the westerly sideline of said Leighton land; northerly by the east branch of the Spurwink River.

Exhibit B

Description of the Premises **SOLAR ARRAY LEASE**

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, but not adjacent thereto, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point at the northwesterly terminus of an access easement (being the "Access and Utility Easement" described herein);

Thence, from the Point of Beginning, S35°03'21" W, along said access easement, a distance of 70.76' to a point;

Thence, N54°56'39" W, along said access easement, a distance of 43.15' to a point;

Thence the following courses and distances:

N61°07'08"W, a distance of 79.62';
N83°16'39"W, a distance of 76.13';
S88°41'02"W, a distance of 41.21';
S82°27'05"W, a distance of 43.97';
S76°34'51"W, a distance of 43.61';
S67°34'11"W, a distance of 35.96';
S52°09'50"W, a distance of 56.51';
S47°33'12"W, a distance of 33.83';
S15°38'51"W, a distance of 143.11';
S40°47'53"W, a distance of 75.23';
S49°49'32"W, a distance of 36.36';
S47°28'47"W, a distance of 20.06';
S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
S73°11'36"E, a distance of 62.40';
N62°40'25"E, a distance of 79.01';
N45°45'16"E, a distance of 71.20';
N39°42'58"E, a distance of 90.76';
N36°06'03"E, a distance of 166.49';
S71°40'14"E, a distance of 50.25';
S37°11'56"E, a distance of 73.77';
S52°00'05"E, a distance of 105.92';
S19°46'15"E, a distance of 43.04';
S01°55'40"E, a distance of 65.28';
S14°40'48"W, a distance of 84.68';
S20°53'15"W, a distance of 56.30';

S33°27'52"W, a distance of 97.94';
S04°28'37"E, a distance of 54.63' to the Point of Beginning

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe a solar lease area on a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

VEGETATION EASEMENT AREA

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, but not adjacent thereto, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point at the southerly corner of a solar array easement (being the "Solar Array Lease" described herein);

Thence, from the Point of Beginning, along the said solar array easement, by the following courses and distances:

S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
N73°11'36"W, a distance of 16.28';
S39°41'51"W, a distance of 55.99';
S72°38'41"W, a distance of 61.94';
S66°31'56"W, a distance of 65.99';
S00°00'44"E, a distance of 76.12';
S34°38'30"W, a distance of 45.89';
S21°15'24"W, a distance of 63.42';
S02°29'59"W, a distance of 93.05';
S23°24'29"W, a distance of 113.74';
S00°00'00"E, a distance of 105.86';
S90°00'00"E, a distance of 123.23';
N47°28'47"E, a distance of 19.72';
N42°31'13"W, a distance of 15.00' to the Point of Beginning

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe a Vegetation Management Easement on a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

ACCESS AND UTILITY EASEMENT

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point on the easterly side of Spurwink, said point being N 27°47'14" E, along a tieline, a distance of 416.46' from a 5/8 inch rebar at the northwesterly corner of land now or formerly of Irene M.W. Ketelaar & Kenneth B. Moon (Book 12592, Page 80);

Thence, from the Point of Beginning, N 21°34'20" E, along the said easterly side of Spurwink Avenue, a distance of 53.80' to a point;

Thence, N13°41'36" E, along the said easterly side of Spurwink Avenue, a distance of 26.55' to a point;

Thence the following courses and distances:

N86°08'45"E, a distance of 178.70';
N65°48'05"E, a distance of 132.99';
N34°32'17"E, a distance of 178.44';
N22°44'16"E, a distance of 98.76';
N07°53'46"E, a distance of 67.46';
N10°39'42"W, a distance of 173.81' to a point on the southerly side of a solar lease;

Thence, N40°47'53" E, along said solar lease, a distance of 75.23' to a point;

Thence the following courses and distances:

S05°51'50"E, a distance of 228.94';
S07°53'46"W, a distance of 78.23';
S22°44'16"W, a distance of 108.10';
S34°32'17"W, a distance of 116.69';
N65°48'05"E, a distance of 37.87';
N50°16'51"E, a distance of 163.48';
N30°52'46"E, a distance of 352.73';
N24°32'15"E, a distance of 158.64';
N42°12'35"E, a distance of 151.92 to a point on the southerly side of a solar lease;

Thence, S54°56'39" E, along said solar lease, a distance of 43.15' to a point;

Thence, N35°03'21" E, along said solar lease, a distance of 70.76' to a point;

Thence the following courses and distances:

S54°56'36"E, a distance of 50.00';
S35°03'21"W, a distance of 120.76';
N54°56'39"W, a distance of 41.70';
S30°52'46"W, a distance of 615.99';
S50°16'51"W, a distance of 181.85';
S64°27'16"W, a distance of 251.13';
S82°47'43"W, a distance of 237.91' to the point of Beginning.

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe an access easement for ingress and egress for vehicle and pedestrian traffic including utilities over a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its

capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

Exhibit C

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the "Lease") was entered into on _____, 20____, by and _____, a _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20____.

1. Property Affected By The Lease. The leased property is described as a portion of the property described on Exhibit A, attached hereto.
2. Term of Lease. The Lease commences on _____, 20____ and continues for twenty five years and ninety days following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Extension and Renewal. The Lease is may be extended for four (4) additional five (5) year terms at the option of the Lessee.
4. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.
5. Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.
6. Addresses. The addresses set forth in the Lease as those of the parties are as follows:

Lessor:

Lessee:

7. Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Use. Lessee shall not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection

to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit.

9. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of Maine.

LESSOR,_____.

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this __ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

LESSEE,_____

Duly Authorized Agent

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this __ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

EXHIBIT A

SOLAR ARRAY LEASE

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, but not adjacent thereto, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point at the northwesterly terminus of an access easement (being the "Access and Utility Easement" described herein);

Thence, from the Point of Beginning, S35°03'21" W, along said access easement, a distance of 70.76' to a point;

Thence, N54°56'39" W, along said access easement, a distance of 43.15' to a point;

Thence the following courses and distances:

N61°07'08"W, a distance of 79.62';
N83°16'39"W, a distance of 76.13';
S88°41'02"W, a distance of 41.21';
S82°27'05"W, a distance of 43.97';
S76°34'51"W, a distance of 43.61';
S67°34'11"W, a distance of 35.96';
S52°09'50"W, a distance of 56.51';
S47°33'12"W, a distance of 33.83';
S15°38'51"W, a distance of 143.11';
S40°47'53"W, a distance of 75.23';
S49°49'32"W, a distance of 36.36';
S47°28'47"W, a distance of 20.06';
S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
S73°11'36"E, a distance of 62.40';
N62°40'25"E, a distance of 79.01';
N45°45'16"E, a distance of 71.20';
N39°42'58"E, a distance of 90.76';
N36°06'03"E, a distance of 166.49';
S71°40'14"E, a distance of 50.25';
S37°11'56"E, a distance of 73.77';
S52°00'05"E, a distance of 105.92';
S19°46'15"E, a distance of 43.04';
S01°55'40"E, a distance of 65.28';
S14°40'48"W, a distance of 84.68';
S20°53'15"W, a distance of 56.30';
S33°27'52"W, a distance of 97.94';
S04°28'37"E, a distance of 54.63' to the Point of Beginning

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe a solar lease area on a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

VEGETATION EASEMENT AREA

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, but not adjacent thereto, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point at the southerly corner of a solar array easement (being the "Solar Array Lease" described herein);

Thence, from the Point of Beginning, along the said solar array easement, by the following courses and distances:

S47°28'47"W, a distance of 13.89';
S90°00'00"W, a distance of 102.39';
N00°00'00"W, a distance of 87.75';
N23°24'29"E, a distance of 113.40';
N02°29'59"E, a distance of 93.34';
N21°15'24"E, a distance of 59.21';
N35°01'44"E, a distance of 47.25';
N06°37'34"E, a distance of 20.00';
N00°00'44"W, a distance of 64.96';
N54°35'33"E, a distance of 58.01';
N80°29'57"E, a distance of 67.86';
N39°41'51"E, a distance of 65.43';
N73°11'36"W, a distance of 16.28';
S39°41'51"W, a distance of 55.99';
S72°38'41"W, a distance of 61.94';
S66°31'56"W, a distance of 65.99';
S00°00'44"E, a distance of 76.12';
S34°38'30"W, a distance of 45.89';
S21°15'24"W, a distance of 63.42';
S02°29'59"W, a distance of 93.05';
S23°24'29"W, a distance of 113.74';
S00°00'00"E, a distance of 105.86';
S90°00'00"E, a distance of 123.23';
N47°28'47"E, a distance of 19.72';
N42°31'13"W, a distance of 15.00' to the Point of Beginning

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe a Vegetation Management Easement on a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.

ACCESS AND UTILITY EASEMENT

A certain lot or parcel of land with any improvements thereon, located on the easterly side of Spurwink Avenue, in the Town of Cape Elizabeth, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a point on the easterly side of Spurwink, said point being N 27°47'14" E, along a tieline, a distance of 416.46' from a 5/8 inch rebar at the northwesterly corner of land now or formerly of Irene M.W. Ketelaar & Kenneth B. Moon (Book 12592, Page 80);

Thence, from the Point of Beginning, N 21°34'20" E, along the said easterly side of Spurwink Avenue, a distance of 53.80' to a point;

Thence, N13°41'36" E, along the said easterly side of Spurwink Avenue, a distance of 26.55' to a point;

Thence the following courses and distances:

N86°08'45"E, a distance of 178.70';
N65°48'05"E, a distance of 132.99';
N34°32'17"E, a distance of 178.44';
N22°44'16"E, a distance of 98.76';
N07°53'46"E, a distance of 67.46';
N10°39'42"W, a distance of 173.81' to a point on the southerly side of a solar lease;

Thence, N40°47'53" E, along said solar lease, a distance of 75.23' to a point;

Thence the following courses and distances:

S05°51'50"E, a distance of 228.94';
S07°53'46"W, a distance of 78.23';
S22°44'16"W, a distance of 108.10';
S34°32'17"W, a distance of 116.69';
N65°48'05"E, a distance of 37.87';
N50°16'51"E, a distance of 163.48';
N30°52'46"E, a distance of 352.73';
N24°32'15"E, a distance of 158.64';
N42°12'35"E, a distance of 151.92' to a point on the southerly side of a solar lease;

Thence, S54°56'39" E, along said solar lease, a distance of 43.15' to a point;

Thence, N35°03'21" E, along said solar lease, a distance of 70.76' to a point;

Thence the following courses and distances:

S54°56'36"E, a distance of 50.00';
S35°03'21"W, a distance of 120.76';
N54°56'39"W, a distance of 41.70';
S30°52'46"W, a distance of 615.99';
S50°16'51"W, a distance of 181.85';
S64°27'16"W, a distance of 251.13';
S82°47'43"W, a distance of 237.91' to the point of Beginning.

All bearings are referenced to Maine State Grid, West Zone, NAD 83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe an access easement for ingress and egress for vehicle and pedestrian traffic including utilities over a portion, and only a portion, of a parcel of land conveyed from the Town of Cape Elizabeth, under its

capacity as Trustee under the Will of Thomas Jordan to the Town of Cape Elizabeth, by a deed dated August 15, 1994, and recorded in Book 11599, Page 46 on August 24, 1994.



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Center Court Drainage Easement

Council Resource: Penny Jordan

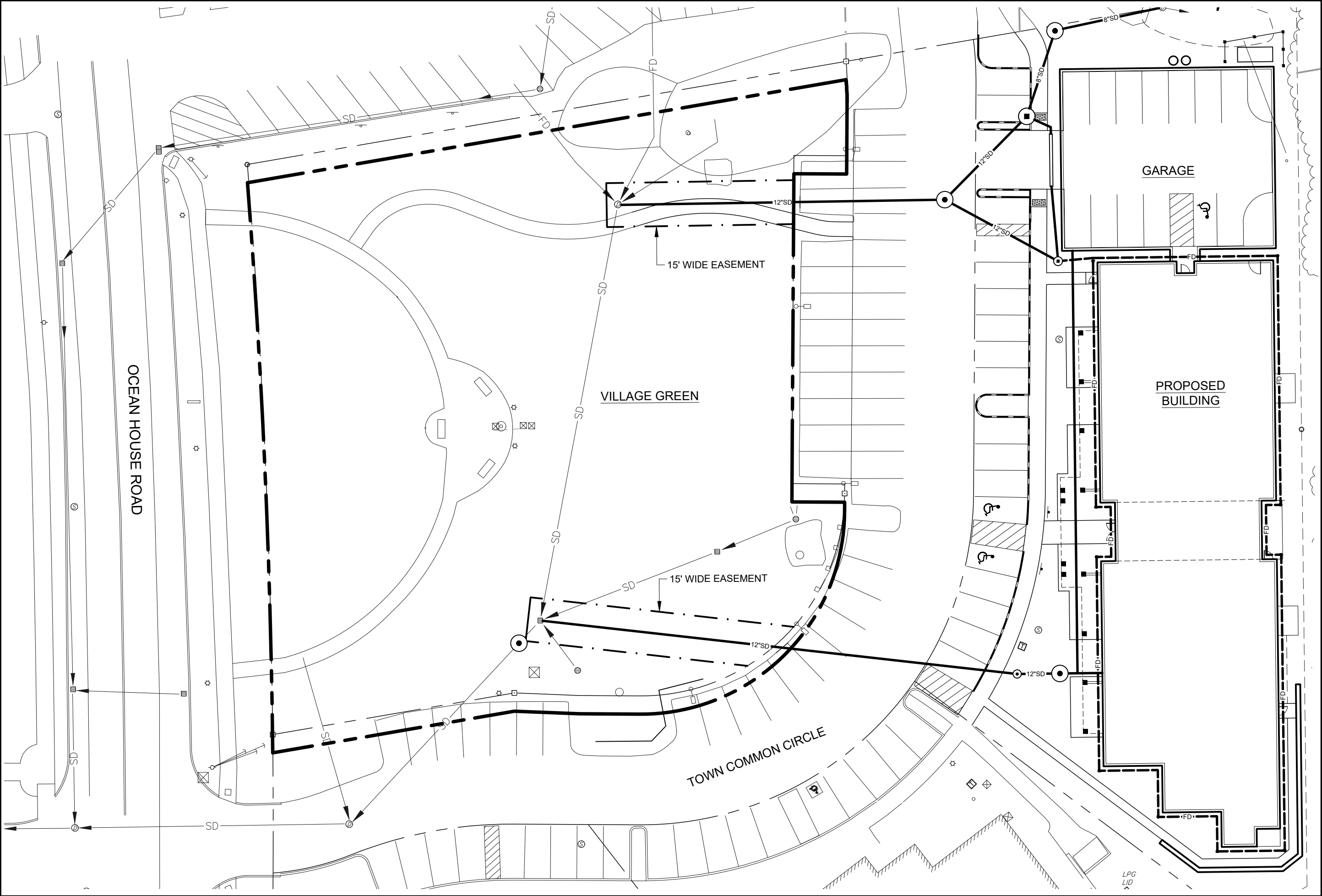
Staff Resource: Patrick Fox, Town Manager

Background:

The Center Court 35-unit housing development, located in the Town Center, is in final design, review, and approval before the Planning Board. The site development will require storm drain connections to the Town drainage system located in the Village Green. Since this is a Town parcel, and not a public right of way, a drainage easement will be required for this pipe connection. The Town Manager, following authorization by the Council, will work through the engineering and legal reviews for the final easement agreement.

Exhibit: Center Court Drainage Plan

Draft Motion: Ordered, the Cape Elizabeth Town Council authorizes the Town Manager to enter into a drainage easement agreement for Center Court drainage system connections to the public stormdrain system in the Village Green following final planning board and staff review of the project.



Mitchell & Associates LANDSCAPE ARCHITECTS The Staples School 70 Center Street Portland, Maine 04101	EXHIBIT A	CENTER COURT 300 Town Common Circle Cape Elizabeth, Maine		Scale: 1" = 30' 0 15 30	North:
				Date: 07/30/2025	



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Privacy Committee: Update & Acceptance of Annual Report

Council Resource: Penny Jordan

Staff Resource: Benjamin Davis

Background:

The Cape Elizabeth Ad Hoc Privacy Advisory Committee, per its charge, has produced an annual report summarizing committee work performed between July 2024 and July 2025. The upcoming committee citizen questionnaire is also attached for Council review and discussion.

Exhibit: Privacy Committee Annual Report
Privacy Committee Citizen Questionnaire

Draft Motion: ORDERED, the Cape Elizabeth Town Council acknowledges receipt of the 2025 Privacy Advisor Committee Annual Report.

TO: Cape Elizabeth Town Council
FROM: Ad Hoc Privacy Advisory Committee
DATE: July 2025
SUBJECT: First Year Report

The Cape Elizabeth Ad Hoc Privacy Advisory Committee held its inaugural meeting in July 2024. The Town Council charged the Committee with providing guidance on the Town's data collection and handling practices and related policies, with the goal of safeguarding individual privacy while balancing community security needs. This charge included four specific tasks and an annual reporting requirement. Accordingly, this document is the first of two annual reports and addresses two of the Committee's four tasks (Task a and Task c) in its first year.

Task a. Audit of Data Practices

Task Description: *Audit the current data collection, use, and disclosure policies, protocols, and practices of all town departments and report findings to the Town Council. The report is to be submitted at the end of the Committee's first year.*

Initially, the Committee planned to conduct the data practices review internally and spent the first few months focused on how this might work. However, following discussions with the Town's IT staff, it became apparent that the sensitivity involved warranted engaging an external professional firm. Although the Committee was confident in its internal expertise, both Committee members and IT staff agreed that an external firm would be better equipped to manage the necessary indemnity, professional oversight, and specialized resources. Town IT leadership emphasized the importance and urgency of completing this review, citing opportunities for immediate improvements and risk mitigation. Both the Committee and IT staff also agreed that a formal audit was not necessary at this time, and rather the town should instead conduct a formal privacy review.

Accordingly, the Committee formally recommended in a workshop on February 3, 2025, that a qualified third-party firm undertake the privacy review. Accompanying this recommendation was a draft Request for Proposals (RFP), with advice to collaborate closely with Town Manager Fox and relevant IT personnel to finalize the document. Initially, the Committee projected the cost of the audit at approximately \$40,000.

Progress on Task a was temporarily paused pending additional funding. In an April 14, 2025, follow-up workshop with the Town Council, the Committee reiterated the importance of this external review and adjusted its funding request to a reduced amount of \$30,000, sufficient for achieving the desired scope. The effort remained on hold throughout the spring, awaiting confirmation of funding in the Town's FY 2026 budget.

As of July 1, 2025, the Committee expects full funding through its original \$20,000 allocation supplemented by an additional \$10,000. With this financial assurance, the Committee plans to finalize and issue the RFP in July/August 2025. It will actively engage in evaluating proposals, selecting the third-party consultant, and reviewing high-level findings and recommendations, ensuring the Town benefits from a thorough professional assessment of current privacy practices, readiness, and recommendations that would result from such a process.

Task c. Community Awareness and Engagement

Task Description: *Elevate community awareness and engagement by creating tools to better understand community views and concerns about information privacy challenges posed by data collection and surveillance technologies. The results of these awareness efforts are to be reported to the Town Council at the end of the first year.*

To address Task c, the Committee developed a community questionnaire designed to assess residents' concerns and sensitivities about the Town's handling of personal information. Finalized as of July 2025, this questionnaire is intended as an open and informal tool rather than a formal, statistically representative survey. The Committee hopes to receive a sufficient number of responses to provide helpful feedback and insights. Additionally, the questionnaire serves to remind residents that the Town actively prioritizes these critical privacy issues.

Distribution of the questionnaire will leverage multiple channels, including the Town's email lists, official website, and a free notice in the Cape Courier newspaper, aiming to maximize resident participation. Responses will be collected through the summer, with analysis scheduled for September/October 2025.

Following the analysis, the Committee will report the findings to the Town Council. If responses prove insufficient for clear conclusions, the Committee will determine if further actions are needed to ensure adequate community feedback is obtained.

Respectfully submitted,

Committee Members: Curt Kelly; Michael Hussey; Al Romano (Chair).

CAPE ELIZABETH PRIVACY ADVISORY COMMITTEE CITIZEN QUESTIONNAIRE

We are seeking community input through an informal survey to better understand local perspectives on privacy and security practices within the Town of Cape Elizabeth. Your responses to the following questions will help guide the Privacy Committee in developing recommendations to the Town Council. For more information on the Cape Elizabeth Privacy Committee, see:

[https://www.capeelizabeth.gov/government/boards_committees/privacy_advisory_committee_\(ad-hoc\).php](https://www.capeelizabeth.gov/government/boards_committees/privacy_advisory_committee_(ad-hoc).php)

1. When you last shared personal data with the Town of Cape Elizabeth, did you feel it was securely handed?

☐ Yes ☐ No

If No, briefly describe what happened and its impact.

2. Which kinds of personal data do you consider most sensitive (Pick up to three):

☐ Birthdates / SSNs ☐ Payment information ☐ Health or program forms
☐ Email/phone contacts ☐ Tax return/Income information ☐ Other: ____

Why those choices?

3. Would you support hiring outside data and security experts to review Cape Elizabeth's data-security practices? (circle one)

Yes / Unsure / No

Why?

4. Is there anything else (ideas/concerns/questions) you'd like to share with the committee? (open ended response)

5. "How would you feel about the use of the following surveillance technologies:

1. CCTV in municipal buildings and public spaces (IE., parks),
2. Dash cams in municipal vehicles
3. Body cameras
4. License plate scanners
5. Drone Technology

- 6. Facial Recognition
- 7. Smart City Technologies

(1=Not at all supportive, 5=completely supportive)



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Liquor License Renewal - Inn by the Sea

Council Resource: Penny Jordan

Staff Resource: Angela Frawley, Town Clerk

Background:

Inn By The Sea located at 40 Bowery Beach Road has submitted a renewal liquor license (On Premises: Beer, Wine, & Spirits). The current liquor license expires August 31, 2025.

Exhibit:

Draft Motion: ORDERED, the Cape Elizabeth Town Council approves the renewal liquor license (On-Premises: Beer, Wine & Spirits) for Inn By The Sea located at 40 Bowery Beach Road, as presented.



Application Copy

File Number: 88984 Job Type: Renewal Application

LICENSE # HOF-08-104602	APPLICATION DATE RECEIVED 2025-07-22
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE INN BY THE SEA, LLC
AGENT NAME	EFFECTIVE DATE 2024-09-01
EXPIRES 2025-08-31	STATUS Active
PREMISES NAME INN BY THE SEA	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Hotel (Food Optional)	PREMISES NAME INN BY THE SEA
OPERATOR INN BY THE SEA, LLC	
PHYSICAL ADDRESS 40 BOWERY BEACH RD CAPE ELIZABETH ME 04107-2514	
MAILING ADDRESS 40 BOWERY BEACH RD CAPE ELIZABETH ME 04107-2514	
CONTACT NAME KEVIN P MAHANAY	PREFERRED CONTACT METHOD Email

CONTACT PHONE
(207) 799-3134

ALTERNATE PHONE

FAX

EMAIL
mbeaulieu@innbythesea.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes
20070683FC

2. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

3. Is the applicant/licensee an individual, partnership, or association?

No

4. Are all licensees/applicants residents of the State of Maine?

Yes

5. Is your license for a club with a membership?

No

6. Is your license application for Vessel Corporation?

No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

No

8. Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
- Yes
Previously Cape Elizabeth doesn't provide a number.
9. Will any law enforcement officer directly benefit financially from this license, if issued?
- No
- 10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
- No
- 11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?
- No
- 12 Do you have a manager employed?
- Yes
Nick Shumate, 12/20/81
- 13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?
- No
- 14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?
- No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant(s) own the premises?

Yes

18 At which address are your business records located?

40 Bowery Beach Road, Cape Elizabeth ME 04107

19 What will be your business hours? Please indicate each day's open and close times.

Monday through Sunday; 7:30 am to 9:00 pm

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Church 0.5 miles

21 Is your application for a Hotel or Bed & Breakfast?

Yes

62\$

22 What is the gross food income for the licensure period that will end on the expiration date?

\$2,338,000.00

23 What is the gross income from beer, wine, and spirits for the licensing period ending on the expiration date?

\$765,000.00

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	SeaGlassBreakfastSummer25.pdf	
Food Menu	SeaGlassSummerMenu25.pdf	
Premises Floor Plan	Floor Plan for Liquor License.pdf	
Maine Health or Agriculture License	Eating and Lodging License Exp. 03.03.2026.pdf	
Corporate Supplemental Form	Supplemental Ownership Form.pdf	

APPLICANT

INN BY THE SEA, LLC

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 20681

EATING AND LODGING 60 Seats (in) 57 Rooms

EXPIRES: 03/03/2026

INN BY THE SEA
40 BOWERY BEACH RD
CAPE ELIZABETH ME 04107-2514

FEE: \$300.00

ATTN NICK SHUMATE
INN BY THE SEA LLC
INN BY THE SEA
40 BOWERY BEACH RD
CAPE ELIZABETH ME 04107-2514



Janet F. H. H.

Commissioner

NON-TRANSFERABLE



SILVERWARE

Tap any button below
or a table on the right
to begin

Order

Print Order

Pay Order

Staff Options

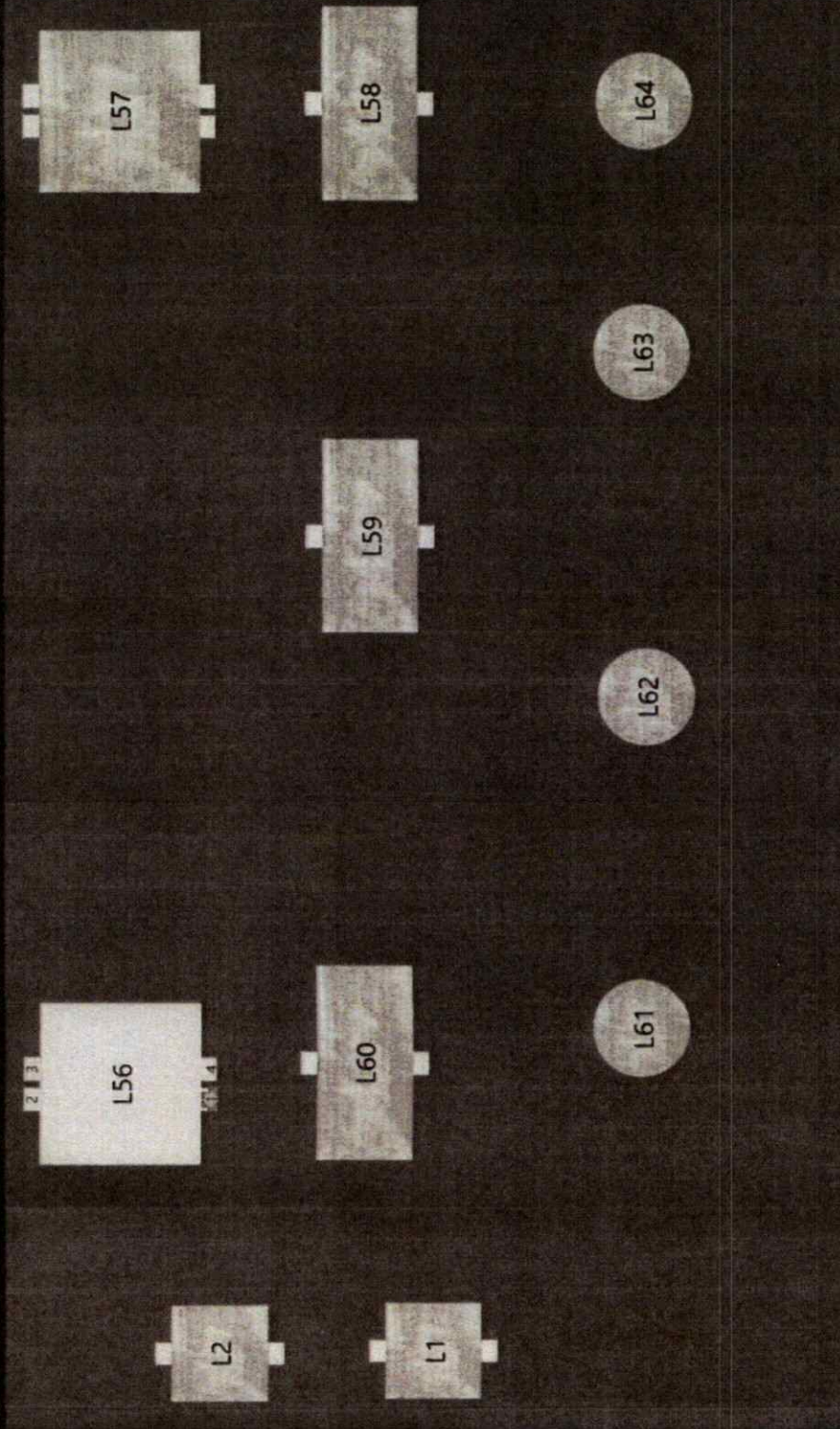
Other Options

Manager Options

Show Legend

For support, call:
Silverware POS Inc.
888-516-5162

Inn By The Sea
Customer Support | Back to Top | Help



Zoom: 100%

Entire Floorplan

Lounge



SILVERWARE

Tap any button below
or a table on the right
to begin.

Order

Print Order

Pay Order

Staff Options

Other Options

Manager Options

Show Legend

For Support, Call
SilverWare POS Inc.
888-510-5102

Inn By The Sea

1000 Pennsylvania Boulevard SE, Rose, Alaska

www.silverwarepos.com
© 2013 SilverWare POS Inc.

PL17

PL16

PL15

PL14

PL13

PL12

PL18 PL19 PL20 PL21 PL22 PL23 PL24 PL25

PL1

PL2

PL3

PL4

PL5

PL6

PL7

PL8

PL9

PL10

PL11

Zoom: 100%

Entire Floorplan

Pool



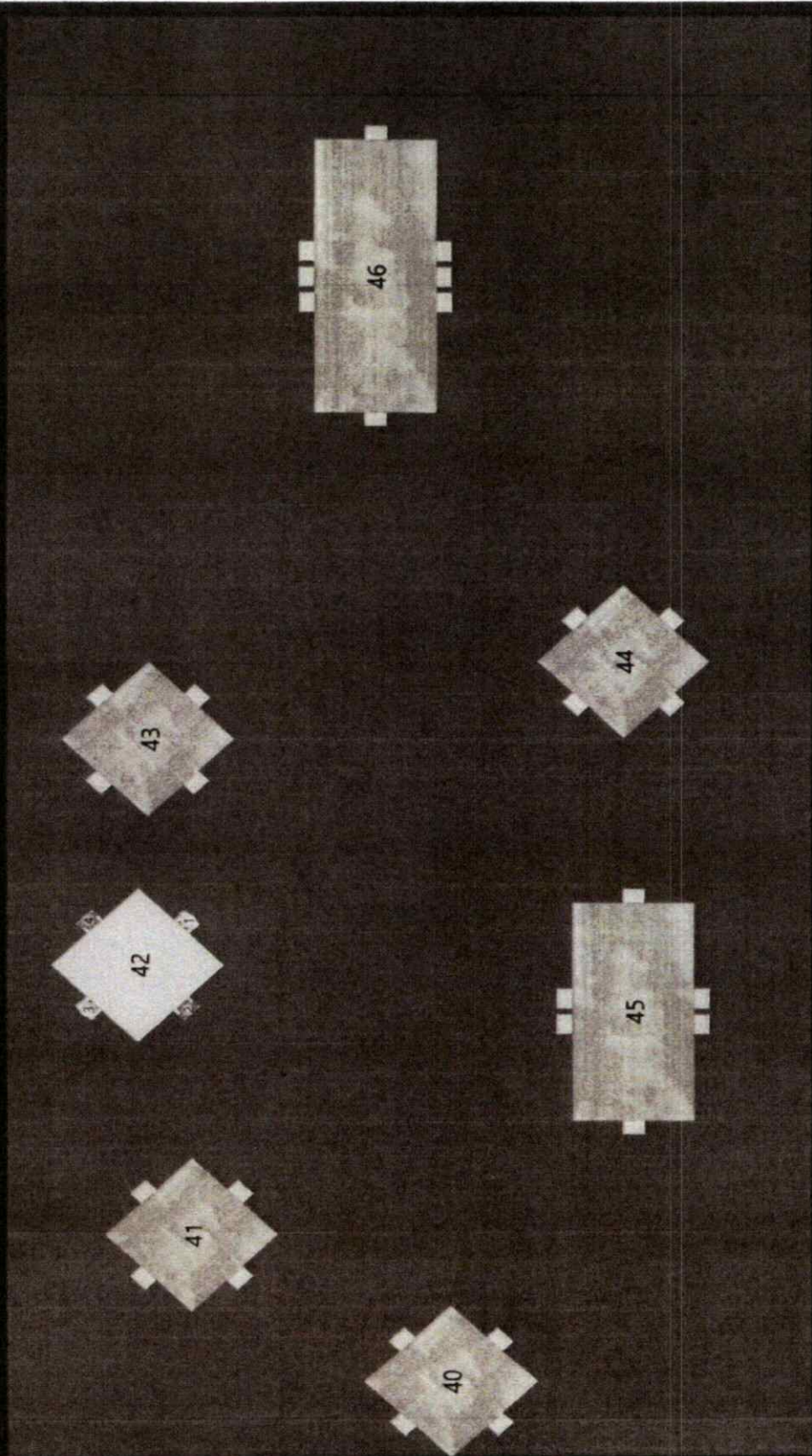
SILVERWARE

Tap any button below
or a table on the right
to begin.

- Order
- Print Order
- Pay Order
- Staff Options
- Other Options
- Manager Options

Inn By The Sea

www.innbythesea.com
Phone: 610-510-5100



Show Legend

For Support Call:
Silverware POS, Inc.
800.510.5100

Zoom: 100%



Entire Floorplan



Deck





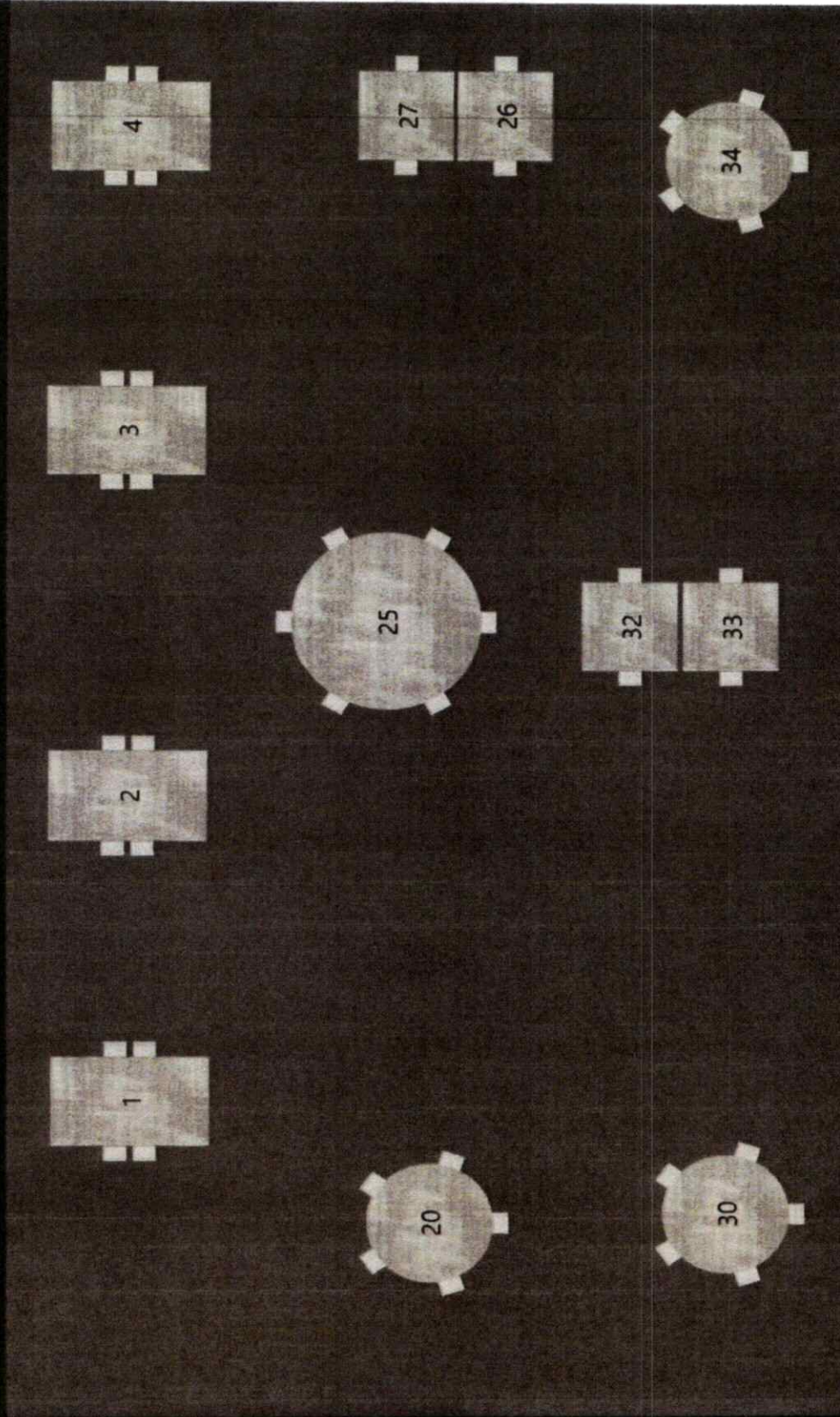
SILVERWARE

Tap any button below
or a table on the right
to begin.

- Order
- Print Order
- Pay Order
- Staff Options
- Other Options
- Manager Options

Inn By The Sea

Calculator | Receipt | Settings | Help



Show Legend

For support call
Silverware POS, Inc.
888.510.5107

Zoom: 100%

Entire Floorplan

Main Dining





STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Thank you for your interest in becoming a licensed establishment to sell and serve alcoholic beverages in Maine. To avoid any delay in the processing of your application and the subsequent issuance of your liquor license, please use the following checklist to assist you in completing the application. If you are renewing your license, this checklist is useful as well.

- ☐ Your application has been completed in its entirety and is legible. For a renewal, please submit your application 30 days prior to the expiration date of your liquor license.
- ☐ Your application is signed and dated by a duly authorized person.
- ☐ The application is signed and approved by the Town or City Municipal Officers or County Commissioners.
- ☐ The license fee submitted is for the correct fee for the license class for which you are applying and includes the \$10.00 filing fee.
 - ☐ The check must be made payable to "Treasurer, State of Maine"; both the license and filing fees can be submitted on one check.
 - ☐ If the licensee/applicant(s) is in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
- ☐ For a renewal, the dollar amount of your gross income for food, liquor and guest rooms, if applicable must be completed – see Section I.1
- ☐ A diagram of the facility to be licensed must accompany **all** applications whether for a new license or the renewal of an existing license
- ☐ If you are a registered business entity with the Maine Secretary of State's office like a corporation or a limited liability company, you must complete Section VII of the application. This does not need to be completed if you are a sole proprietor.
- ☐ Have you applied for other required licensing from other state and federal agencies? See attached list.

Important – all applications whether for a new license or to renew an existing license for an on-premises liquor license must contact their Municipal Officials or the County Commissioners in unincorporated places to have their application approved and signed prior to submitting it to the Bureau for further consideration.

The address to send your completed application to:

1. Mailing address:
 - Bureau of Alcoholic Beverages and Lottery Operations
 - Division of Liquor Licensing and Enforcement
 - 8 State House Station
 - Augusta, ME 04333-0008
2. Courier/overnight address:
 - Bureau of Alcoholic Beverages and Lottery Operations
 - Division of Liquor Licensing and Enforcement
 - 19 Union Street, Suite 301-B
 - Augusta, ME 04330



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

[28-A M.R.S. §651](#)

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Inn by the Sea, LLC	2. Date of incorporation/registration: 2007	3. State of incorporation: Maine
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List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Kevin P. Mahaney	3/31/1962	203-249-2679	34 Bowery Beach Road, Cape Elizabeth, ME 04107	Owner	100
Nicholas Shumate	12/20/1981	207-799-3134	980 Long Plains Road, Buxton, ME 04093	General Manager	0



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Approval of Municipal Election Warrant - November 4, 2025 Election

Council Resource: Penny Jordan

Staff Resource: Angela Frawley, Town Clerk

Background:

The Town Clerk has prepared the attached Municipal Election Warrant for the November 4, 2025 Election.

Exhibit: ITEM ATTACHMENT FILES

Warrant - Municipal Election - November 4, 2025

Draft Motion: ORDERED, the Cape Elizabeth Town Council authorizes the signing of the Municipal Election warrant for the election to be held on Tuesday, November 4, 2025 as presented.



TOWN OF CAPE ELIZABETH
MUNICIPAL and REFERENDUM ELECTION
WARRANT

TUESDAY, NOVEMBER 4, 2025

County of Cumberland, ss.

State of Maine

To Paul W. Fenton, a constable of Cape Elizabeth. In the name of the State of Maine, you are hereby directed to notify the voters of Cape Elizabeth of the election described in the warrant.

To the voters of said Town of Cape Elizabeth:

You are hereby notified that an election will be held at the Cape Elizabeth High School, 345 Ocean House Road in the said Town at 7:00 a.m. on Tuesday, November 4, 2025, for the purpose of determining the following offices and questions:

Voting for 2 members of the Town Council to serve a three-year term until December 11, 2028.

Voting for 2 members of the School Board to serve a three-year term until December 11, 2028.

Voting for 1 member of the Portland Water District Board of Trustees to serve a five-year term.

Election to be held on Tuesday, November 4, 2025, at the Cape Elizabeth High School Gymnasium.

Polls open at 7:00 a.m. and close at 8:00 p.m.

Absentee Ballot Processing:

Prior to Election Day absentee ballots will be processed at Town Hall in accordance with 21-A M.R.S. §760 which permits such processing up to seven days prior to the election. Questions regarding dates and times should be directed to the Town Clerk.

Absentee ballots will be processed on Election Day, on the hour every hour beginning at 7:00 a.m. until close. The Cape Elizabeth Town Democratic Committee, the Cape Elizabeth Town Republican Committee, the State Green Independent Party, and the State Libertarian Party have been notified, in writing, of the absentee balloting process.

The Registrar of Voters is available to accept new registrations and corrections to the voter list. The Registrar can be reached at Town Hall, 320 Ocean House Road, 799-7665. The Registrar is also available on Election Day at the polls 7:00 a.m. – 8:00 p.m. Proof of residency and identity is required.

Penelope A. Jordan, Chair

Stephanie P. Anderson

Andrew B. Swayze

Elizabeth K. Scifres

Caitlin Jordan Harriman

Jonathan T. Sahrbeck

Timothy L. Thompson

Municipal Officers of Cape Elizabeth, Maine
Dated at Cape Elizabeth this 11th day of August 2025.

**The warrant and specimen ballots shall be posted
at least 7 days prior to the election.**

A True Copy:

Attest: _____
Angela Frawley, Town Clerk

**State of Maine
Constable's Return**

By virtue of the within warrant, to me directed, I have warned and notified the inhabitants of the Town of Cape Elizabeth, to assemble at the time and place for the purpose therein named, by posting attested copies of the within warrant at

**Town Hall
Community Center
Transfer Station
Thomas Memorial Library
Engine 1
Jordan's Farm**

the same being public and conspicuous places within the Town of Cape Elizabeth on the _____ day of _____, 2025, being at least seven days before the time appointed for said election.

Dated at Cape Elizabeth, Maine this ____ day of _____, 2025.

Attest: _____
Constable,
Town of Cape Elizabeth.



**Town Council Meeting
Monday, August 11, 2025**

AGENDA ITEM SUMMARY

Sign Ordinance Amendment Request

Council Resource: Penny Jordan

Staff Resource: Patrick Fox, Town Manager

Background:

On July 10, the Cape Community Arena group (CCAG) submitted a request to amend the sign ordinance, Chapter 21. The amendments requested are for continued use of the ad wall constructed at the arena site, which has been a revenue stream for the non profit group in past seasons.

Exhibit: Amendment to Sign Ordinance Letter

Draft Motion: ORDERED, the Cape Elizabeth Town Council forward the Sign Ordinance amendment request to the Ordinance Committee for review and recommendations.



July 10, 2025

Mr. Patrick Fox
Town Manager
Town of Cape Elizabeth
320 Ocean House Road
PO Box 6260
Cape Elizabeth, ME 04107

RE: Amendment to Cape Elizabeth Sign Ordinance

Dear Patrick:

The Cape Community Arena Group (hereinafter "CCAG"), is seeking an amendment to the Cape Elizabeth Sign Ordinance, Chapter 21. It is understood the purpose of the ordinance, for all non-traffic related signs is "to express the First Amendment right to free speech, and to promote local businesses and events." Further it shall be "regulated in a content neutral manner to preserve community character and aesthetics."

It was brought to CCAG's attention that our "ad wall" signage was in violation of the above referenced ordinance. The signs have since been taken down. However, that comes at quite a hardship for CCAG and the rink. As a 501(c)(3) not for profit, we depend on private donations from individuals and local companies. In the 2023-2024 season our ad wall yielded \$59,860 and \$64,200 in the 2024-2025 season. That is a third of our operating cost derived exclusively from local companies buying space at the rink. That money, in turn, directly provides a significant community benefit for the Town of Cape Elizabeth.

Our proposal for an amendment to the Sign Ordinance is as follows:

SEC. 21-2-1 Location

E. Established 501(c)(3) on Town Property. The following signs may be allowed after issuance of a permit from the Code Enforcement Officer on Town

Patrick Fox, Town Manager

Page | 2

Property utilized by an established 501(c)(3) to raise funding for the purpose of providing a significant community benefit.

1. Permanent Signs. Permanent signs may be erected on town property containing business names and/or logos for the purpose of financial benefit for a 501(c)(3) not to exceed 180 sq.ft. by 90 sq. ft. in aggregate.

We hope this amendment fits within the purpose of the Cape Elizabeth Sign Ordinance while allowing local businesses to support CCAG in continuing to provide a community benefit.

Sincerely,

Meghan E. Connelly

cc: Maureen O'Meara
Mike Backman
John Mitchell
Julie Furt
Scott Liston