



Thursday, June 18, 2026 | 7:00pm
American Legion Log Cabin (196 Main Street)
[Remote Access](#)
Access Code: 550-949-933
Access by Phone: [+1 \(872\) 240-3212](tel:+18722403212)

TOWN COUNCIL REGULAR MEETING AGENDA No. 15-25/26

1. Ceremonial swearing in of newly elected Town Council members.

(Note: Prior to advancing to the regularly scheduled meeting, out-going Town Council members will be celebrated for their contributions, prior to newly elected Town Council members being formally sworn into office.)

- Item No. 104:** To elect a Chair and Vice Chair for the FY27 Municipal Term.
- Item No. 105:** To adopt Town Council Rules for the FY27 Municipal Term.
- Item No. 106:** To make various committee, delegate, and liaison assignments.
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1. Roll call of members.
2. Announcements and Information Exchange
3. To approve the Minutes of the Town Council meetings 9-24/25, held September 5, 2025, 13-25/26, held May 21, 2026, and 14-25/26, held June 4, 2026
4. To open the meeting to a public comment period.

- Item No. 107:** To hear the reports of the Council Chair, committees, delegates, liaisons, and the Town Manager.
- Item No. 108:** To hold a public hearing and consider issuance of a full-time malt, spirituous, and vinous liquor license to Binga's Wingas, Days Crabmeat and Lobster, and Locally Sauced.
- Item No. 109:** To hold a public hearing and consider entering into a Purchase and Sales Agreement with Central Maine Power for the property located on Map 15, Lot 10 (Sligo Road Pole Yard) and schedule a public hearing thereon.
- Item No. 110:** To set the due dates and interest penalties for property tax and sewer bills for the fiscal year 2027.
- Item No. 111:** To appropriate funds from various municipal reserve accounts for the fiscal year 2027.
- Item No. 112:** To consider or make Committee, Board, and Delegate appointments as may be needed.
- Item No. 113:** To hold an Executive Session, if needed.



YARMOUTH MAINE

TOWN OF YARMOUTH MINUTES OF THE TOWN COUNCIL MEETING

Meeting: 9-24/25
Date: September 5, 2024
Time: 7:00 PM
Place: American Legion Log Cabin, 196 Main Street and Remote Video Access

This meeting began at 7:00 PM

1st Order of Business: Roll Call of Members. All Councilors were present, either in person or through remote access.

Roll Call of Members P = Present A = Absent T = Tardy R = Remote

P Michelle Cromarty
P Meghan Casey
P Heather Abbott
P David Craig
P Karin Orenstein
P Randall Bates, Chair
A Zoe Wolf

Item No. 1: To hold a public hearing and act upon a proposed public infrastructure improvements plan and debt authorization proposal.

BE IT ORDERED that a proposed Public Infrastructure Improvement Plan and \$10,500,000 bond authorization request is hereby approved for inclusion on the November 5, 2024, referendum ballots, and that the Town Manager is hereby requested to prepare the Warrant for said referendum election to include the \$10,500,000 bond authorization request.

- Councilor Craig moved to approve the order, as written. Councilor Cromarty seconded the motion.
- Town Manager, Scott LaFlamme, provided the Town Council and members of the public with a presentation outlining the proposed infrastructure projects and projected fiscal impact.
- Councilors Casey and Craig requested additional information on the projected impact on residential property owners. It was determined that the presentation included an unintentional typographical error, which was further clarified by staff.
- Councilor Orenstein requested additional information on the term of the projected bond.

- Resident and Vice Chair of the Bicycle and Pedestrian Committee Mike Tremblay shared his appreciation and support for the proposed infrastructure improvements, specifically the Cousins Island Safety Way rehabilitation.

Motion was approved 6-0 by a roll call vote.

The meeting was adjourned at 7:20pm.

Respectfully submitted,

Scott LaFlamme
Town Manager

DRAFT

Shall the Town of Yarmouth (the “Town”):

(1) approve capital projects for the following (collectively the “Projects”):

- (a) The construction/reconstruction of the Harbor Sewer Pump Station and other related improvements at the Wastewater Treatment Facility including the design, engineering, site work, equipment and other work, and
- (b) Construction of a replacement bridge or span for the Davis Landing Bridge which carries East Main Street over Pratt’s Brook, including design, engineering, site work, and other related roadway and approach work, and
- (c) Repair and improvement of the Cousins Island Safety Way (sidewalk) from Sandy Point Beach to Wharf Road, including design, engineering, site work, and other related work;

(2) appropriate a sum not to exceed \$10,500,000 plus any additional premium, to provide for the costs of the Projects;

(3) authorize the Treasurer and Chairman of the Town Council, at one time or from time to time, to issue general obligation securities of the Town (including temporary notes in anticipation of the sale thereof), in an aggregate principal amount not to exceed \$10,500,000, plus any additional premium, to fund the Projects; and

(4) delegate to the Treasurer and the Chairman of the Town Council the authority and discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment. Premium(s), calls for redemption (with or without premium) form(s), denominations, refunding(s) and other details of said securities, including the authority to execute and deliver the securities on behalf of the Town?

Recommendation: The Town Council Recommends approval of this Article.

FINANCIAL STATEMENT

1. TOTAL TOWN INDEBTEDNESS:

A. Bonds outstanding and unpaid:	\$61,270,000.01
B. Bonds authorized and unissued:	\$0.00
C. Bonds to be issued if Article 1 is approved: (max.)	<u>\$10,500,000.00</u>
Total:	\$71,770,000.01

2. COSTS:

At an estimated interest rate of 4.00%, for a twenty-five (25) year maturity, the estimated cost of this bond issue will be:

Principal:	\$10,500,000.00
Interest Cost:	\$5,670,000 (estimated)
Total:	\$16,170,000

Validity: The validity of the bonds and the voter's ratification of the bonds may not be affected by any errors in the above estimates, the ratification by the voters is nonetheless conclusive and the validity of the bonds is not affected by reason of the variance.



_____, Town Treasurer

Scott LaFlamme



YARMOUTH MAINE

TOWN OF YARMOUTH MINUTES OF THE TOWN COUNCIL SPECIAL MEETING

Meeting: 13-25/26
Date: May 21, 2026
Time: 7:00 PM
Place: American Legion Log Cabin, 196 Main Street and Remote Video Access

This meeting began at 7:00 PM

1st Order of Business: Roll Call of Members. All Councilors present appeared either in person or through remote access.

Roll Call of Members P = Present A = Absent T= Tardy R = Remote

V Heather Abbott
P Janice Cooper
P Meghan Casey
P David Craig
A Michelle Cromarty
P Karin Orenstein, Chair
A Zoe Wolf

- I. Announcements and Information Exchange
 - Councilor Orenstein shared several items, including:
 - o Details of the upcoming World Fish Migration Day, which will be held at the Sparhawk Mill, and along Bridge Street, in front of the Bridge Street Dam, which is slated to be removed.
 - o Councilor Orenstein also shared that audited financials from the previous fiscal year are being finalized and if members of the Council have questions, they're urged to speak with our auditors.
 - o Finally, Councilor Orenstein reminded members of the public of the upcoming Town Meeting on June 2nd at 7:00PM at Yarmouth High School, as well as the state primary election the following Tuesday, June 9th.

- II. To approve the Minutes of the Town Council meetings 11-25/26 and 12-25/26, held April 30, 2026, and May 7, 2026.
 - Councilor Casey moved to approve the previous meeting minutes, as written. Councilor Craig seconded the motion.
 - No public comments were offered.

Approved 5-0 by roll call vote

- III. To open the meeting to a public comment period.
- Director of Yarmouth Community Services, Karyn MacNeill, provided a public service announcement urging residents and visitors to clean up after their pets while using any of Yarmouth's wonderful public parks and green spaces. Bags of pet waste are being left throughout the community, causing littering, public health and water quality concerns.

Item No. 87: To hear the reports of the Council Chair, committees, delegates, liaisons, and the Town Manager.

- Councilor Orenstein shared details from the recent volunteer appreciation event that the Town sponsored to celebrate those who donate their time and expertise to make Yarmouth a stronger community.

Item No. 88: To hold a public hearing and consider issuance of a full-time malt, spirituous, and vinous liquor license and special amusements permit to Black Tie at Camp Hammond and Fox and Fiddle.

- Councilor Craig moved to approve the item, as presented. Councilor Wolf seconded the motion.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 89: To welcome Dany McLaughlin to the Yarmouth Police Department.

- Councilor Orenstein moved to approve the item, as presented. Councilor Craig seconded the motion.
- Police Chief, Dan Gallant, provided thoughtful commentary prior to welcoming Officer McLaughlin to the Yarmouth Police Department.
- No public comments were received.

(Enthusiastically) Approved 5-0 by roll call vote

Item No. 90: To recognize the 2026 Spirit of America Award Recipient(s).

- Councilor Cooper moved to acknowledge Jeanne Rafford as Yarmouth's 2026 Spirit of America Award recipient. Councilor Craig seconded the motion.
- Jeanne Rafford provided a brief statement of appreciation.
- No other public comments were received.

(Enthusiastically) Approved 5-0 by roll call vote

Item No. 91: To recognize the 2026 Latchstring Award Recipient(s).

- Councilor Casey moved to acknowledge Sandy Bowie as Yarmouth's 2026 Latchstring Award recipient. Councilor Orenstein seconded the motion.
- Several Council members and residents in attendance congratulated Sandy for this well-deserved honor.

(Enthusiastically) Approved 5-0 by roll call vote

Item No. 92: To confirm Christine Girmando as Yarmouth's Director of Community and Economic Development.

- Councilor Craig moved to approve the item, as presented. Councilor Casey seconded the motion.
- Town Manager, Scott LaFlamme, provided Christine's professional background, as well as characteristics that make her perfectly suited for this position.
- Christine Grimando provided some introductory remarks, noting her excitement for this position and for work to come.
- Town Council members welcomed Christine to Yarmouth's excellent municipal team.

Approved 5-0 by roll call vote

Item No. 93: To endorse the *Friends of Yarmouth's* proposed rehabilitation of the East Main Street Community House and to authorize the acceptance of financial contributions from the organization to support these efforts.

- Councilor Casey moved to approve the item, as presented. Councilor Craig seconded the motion.
- Councilor Orenstein thanked members of the Friends of Yarmouth for hosting recent open houses and for their willingness to partner with the Town to enhance yet another important public meeting space.
- No public comments were received.

Approved 5-0 by roll call vote

At the conclusion of the Town Council's discussion of Item 93, the Council mutually agreed to discuss Item 97 next

***Item No. 97:** To endorse the Casco Bay Trail Board of Supervisors Interlocal Agreement.

- Councilor Craig moved to approve the item, as presented. Councilor Casey seconded the motion.
- Town Manager, Scott LaFlamme, provided the Town Council and those present with an overview of the item being discussed.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 94: To hold a public hearing and consider amending the Contract Zone Agreement for 233 West Main Street, as recommended by the Yarmouth Planning Board.

- Councilor Casey moved to approve the item, as presented. Councilor Orenstein seconded the motion.

- Erin Zwirko, Director of Planning and Development, provided a brief overview of the item, as well as an update since the Town Council's previous operations committee meeting discussion.
- Councilor Orenstein summarized the Town Council's previous discussions. Some Town Councilors had concerns related to the lack of public benefit for the existing CZA (the easement required by the Town for a public trail was not necessary due to subsequent development). Some shared concerns about the level of public benefit offered by the owner for the proposed amendment. Some Councilors felt that the historic preservation protection considerations that were offered as part of the CZA amendment could occur outside of the agreement.
- No public comments were received.

Denied 0-5 (Councilors Orenstein, Craig, Casey, Cooper and Abbott) by roll call vote

Item No. 95: To hold a public hearing and consider amendments to Chapter 701 (Zoning) of the Yarmouth Town Code to incorporate two new historic districts, six new historic sites, and two new historic objects; to revise the Demolition Delay provisions as needed.

- Councilor Craig moved to approve the item, as presented. Councilor Casey seconded the motion.
- Erin Zwirko, Director of Planning and Development, provided a brief overview of the item.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 96: To hold a public hearing and consider amendments to Chapter 407 (Fire and Emergency Medical Service Fees), as recommended by the Fire Chief.

- Councilor Orenstein moved to approve the item, as presented. Councilor Craig seconded the motion.
- Town Manager, Scott LaFlamme, did his best Mike Robitaille impression and provided an brief overview of the item.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 98: To consider amendments to Section 3 of the Yarmouth Town Council Rules.

- Councilor Orenstein moved to approve the item, as presented. Councilor Casey seconded the motion.
- Councilor Orenstein read the amendment on offer.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 99:

To hold a public hearing and consider amendments to Chapter 507 (STAY) of the Yarmouth Town Code to revise the age eligibility criteria. (Tabled 4/9/26)

- Councilor Casey moved to take this item from the table and to approve the item, as presented. Councilor Craig seconded the motion.
- Councilor Orenstein clarified that the only change being proposed is to reduce the eligible age from 67 to 65. Councilor Orenstein also reminded member of the Council that the Town has engaged with the Greater Portland Council of Governments (GPCOG) to review alternative STAY structures that could be considered by the next Town Council.
- Councilor Craig shared details of the STAY program and the impact of the program locally.
- No public comments were received.

Approved 5-0 by roll call vote

Item No. 100:

To consider or make Committee, Board, and Delegate appointments as may be needed.

- No committee, board or delegate appointments were necessary.

The meeting was adjourned at 7:59PM.

Respectfully submitted,

Scott LaFlamme
Town Manager



YARMOUTH MAINE

TOWN OF YARMOUTH MINUTES OF THE TOWN COUNCIL SPECIAL MEETING

Meeting: 14-25/26
Date: June 4, 2026
Time: 7:00 PM
Place: American Legion Log Cabin, 196 Main Street and Remote Video Access

This meeting began at 7:00 PM

1st Order of Business: Roll Call of Members. All Councilors present appeared either in person or through remote access.

Roll Call of Members P = Present A = Absent T = Tardy R = Remote

V Heather Abbott
A Janice Cooper
P Meghan Casey
P David Craig
A Michelle Cromarty
P Karin Orenstein, Chair
P Zoe Wolf

Item No. 102: To appoint Nathaniel Tupper as Yarmouth's Interim Town Manager.

- Councilor Orenstein moved to approve the order, as written. Councilor Casey seconded the motion.
- Councilor Wolf commended Mr. Tupper for exemplary leadership and thanked him for his willingness to serve as Interim Town Manager.
- Councilor Orenstein reiterated to members of the Council and residents that Mr. Tupper's tenure as Interim Town Manager is limited by time and scope.
- No public comments were offered.

Approved 5-0 on a roll call vote.

Item No. 103: To appoint Dawn Madden as Yarmouth's Interim Tax Collector and Treasurer.

- Councilor Wolf moved to approve the order, as written. Councilor Casey seconded the motion.
- Councilor Wolf commended Ms. Madden for her willingness to take on additional responsibilities as the Town Council searches for a permanent Town Manager.
- No public comments were offered.

Approved 5-0 on a roll call vote

The meeting was adjourned at 7:07PM.

Respectfully submitted,

Scott LaFlamme
Town Manager

DRAFT

Item No. 108: To hold a public hearing and consider issuance of a full-time malt, spirituous, and vinous liquor license to Binga’s Wingas, Days Crabmeat and Lobster, and Locally Sauced.

Contact	Lisa Grant, Town Clerk
Recommended Action	Approve issuance of a full-time malt, spirituous, and vinous liquor license to Binga’s Wingas, Days Crabmeat and Lobster, and Locally Sauced.
Attachment	No Attachments
Process	

Background:

The Yarmouth Town Council is required to approve full-time malt, spirituous, and vinous liquor licenses and Special Amusement Permits as part of a local control process mandated by the State of Maine. Here's why:

- Title 28-A of the Maine Revised Statutes requires applicants for liquor licenses to receive approval from local municipal officers before the state can issue a license. This local approval is a prerequisite.
- For live entertainment—such as music, dancing, or other performances at establishments with liquor licenses—State law (Title 28-A §1054) also requires local approval through a Special Amusement Permit.
- This statutorily required process also allows the Yarmouth Town Council to ensure establishments meet local zoning and safety standards and give the public an opportunity to comment on potential impacts (e.g., noise, traffic, public safety).

Recommended Action: Approve issuance of a full-time malt, spirituous, and vinous liquor license to Binga’s Wingas, Days Crabmeat and Lobster, and Locally Sauced.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff's report and initial Council questions, prior to Town Council discussion.

Item No. 109: To hold a public hearing and consider entering into a Purchase and Sales Agreement with Central Maine Power for the property located on Map 15, Lot 10 (Sligo Road Pole Yard) and schedule a public hearing thereon.

Contact	Scott LaFlamme, Town Manager David Ertz, Yarmouth Climate Action Board
Recommended Action	Enter into a Purchase & Sales Agreement with Central Maine Power for property located on Map 15, Lot 10.
Attachment	No Attachments

Background:

The attached Purchase and Sale Agreement between the Town of Yarmouth and Central Maine Power Company (CMP) formalizes the proposed acquisition of approximately 14.8 acres of the former Sligo Road Pole Yard property. Negotiations between CMP and the Town regarding the future disposition and productive reuse of the property have spanned since 2018. The proposed acquisition represents a significant milestone in the Town’s long-term efforts to remediate, reposition, and return the former Brownfield site to productive community use.

The acquisition is directly tied to a local public/private solar development partnership involving the Town and EDP Renewables (EDPR). Following the closing of the property acquisition, the Town intends to enter into a long-term sublease agreement with EDPR to facilitate the development, construction, and operation of a community solar facility on the site. As part of the arrangement, EDPR will be responsible for acquiring necessary environmental liability insurance and complying with all required environmental remediation and permitting obligations associated with the property.

Once operational, the project is anticipated to provide several community benefits. In addition to transforming a long-underutilized Brownfield property into a productive renewable energy asset, Yarmouth residents who choose to participate in the community solar program are expected to receive enhanced discounted electrical rates through the Town’s partnership with EDPR.

The proposed lease arrangement is also expected to generate an annual lease payment to the Town in excess of \$30,000 per year. Those revenues have been designated to support ongoing municipal sustainability and climate-related capital investments.

The agreement further outlines the responsibilities of both parties related to environmental remediation, insurance requirements, title transfer, and future site use restrictions associated with the existing Department of Environmental Protection restrictive covenant.

Recommended Action: Enter into a Purchase & Sales Agreement with Central Maine Power for property located on Map 15, Lot 10.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (the “Agreement”) is made as of this _____ day of _____, 2026 (the “Effective Date”) by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a place of business at 83 Edison Drive, Augusta, ME 04336 (the “Seller”), and **THE TOWN OF YARMOUTH**, a Maine municipal corporation and body politic with an address of 200 Main Street, Yarmouth, ME 04096 (the “Buyer”).

WHEREAS, Seller conveyed to Buyer an approximately 34-acre parcel of land located on Sligo Road in Yarmouth, Maine by a Quitclaim Deed dated October 26, 2001 and recorded in the Cumberland County Registry of Deeds (the “Registry”) at Book 16898, Page 319 (the “2001 Deed”); and

WHEREAS, the 2001 Deed excepted from conveyance an approximately 14.8 acre parcel of land identified as Tax Map 15, Lot 10 on the Town of Yarmouth Tax Maps and being the same parcel shown on a plan titled “Sligo Road Pole Yard Remediation Brow Location Schedule” by E-Pro Engineering and Environmental Consulting, LLC, dated March 28, 2001 and recorded in the Registry at Plan Book 201, Page 130 (the “Property”), which parcel is subject to a certain Maine Department of Environmental Declaration of Restrictive Covenant recorded in the Registry at Book 16143, Page 062 (the “Restrictive Covenant”); and

WHEREAS, pursuant to a certain Contract for Sale of Real Estate with Purchase Option dated October 26, 2001 the Buyer had an option to acquire the Property subject to the Restrictive Covenant (the “Option”); and

WHEREAS, Buyer expressed its intent to exercise the Option on those terms stated in a Non-Binding Term Sheet for the Purchase and Sale of the Pole Yard on Sligo Road dated August 14, 2024; and

WHEREAS Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller pursuant to the Option,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE; OFFER. In consideration of the further terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the Property, including all of the Seller’s right, title and interest therein, together with all improvements and fixtures thereto and thereon and all privileges, easements, benefits, appurtenances and rights of Seller with respect to the Property. The execution of this Agreement by Buyer represents an offer to Seller on the terms and conditions set forth herein. This offer shall be open for acceptance by Seller until 5:00pm Eastern Standard Time (EST) on _____, 2026 (the “Offer Expiration Date”), unless extended by Buyer. Seller’s acceptance of this offer shall be evidenced by Seller delivering

an executed copy of this Agreement to Buyer on or before the Offer Expiration Date. If this offer is not accepted by Seller on or before the Offer Expiration Date, this offer shall automatically expire, and this Agreement shall be null and void and of no further force and effect.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Property the sum of One Dollar (\$1) (the "Purchase Price"), which shall be paid to Seller at Closing (as hereinafter defined) in immediately available funds.

3. TITLE. Seller shall convey the Property to Buyer at the Closing in fee simple with good, marketable and insurable title, free and clear of all liens and encumbrances except the Restrictive Covenant (as it may be amended), Permitted Encumbrances (as hereinafter defined), utility easements of record, and other easements, restrictions and covenants of record which do not materially and adversely affect the Buyer's intended use and lease of the Property as a solar generation facility in the Buyer's reasonable discretion. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the Property with any liens, easements, leases or other encumbrances without Buyer's prior written consent. Within thirty (90) days of the Effective Date (the "Title Review Period"), Buyer shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the Property that are objectionable to Buyer in Buyer's sole discretion ("Title Defects"). In the event the Buyer shall notify Seller in writing of any Title Defects within the Title Review Period, Seller shall have a reasonable period of time, not to exceed thirty (~~60~~³⁰) days, in which to remedy such defects (the "Title Cure Period") and the Closing will be extended until ten (10) days after the expiration of the Title Cure Period. In the event that Seller shall be unable or unwilling to cure said defects within the Title Cure Period, Buyer may (i) choose to close notwithstanding such title defects, with no reduction in the Purchase Price, or (ii) terminate this Agreement and neither party shall have any further obligation hereunder. Buyer shall be deemed to have waived the right to object to any matter affecting title as of the end of the Title Review Period, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other financial liens encumbering the Property which shall be discharged as of or at the Closing (for which no formal objection is required), if Buyer fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance").

4. CLOSING. In return for payment in full of the Purchase Price, Seller shall convey the Property to Purchaser by Quitclaim Deed, as provided in the Short Form Deeds Act, 33 M.R.S. § 761 et seq., on or before the day that is sixty (60) days following the date on which all conditions under this Agreement are satisfied (the "Closing"), or such other time and place as the parties may mutually agree in writing. In the event any condition under this Agreement remains unsatisfied as of one (1) year after the Effective Date, then, unless otherwise agreed to by the parties in writing, this Agreement shall terminate and neither party shall have any further obligation under this Contract.

Seller further agrees to execute and deliver to Buyer at the Closing such documents, affidavits and certificates as are required by this Agreement, required by law and/or are reasonably necessary and customary for transactions of this type for Buyer's acquisition of the Property, including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations), an affidavit regarding underground storage tanks (as required by Maine law), a title insurance "Seller's Affidavit" disclosing no mechanics liens or persons in possession (the Property being free

and clear of all tenants at the time of Closing) in customary form used by title companies, tax clearance certificate(s) including but not limited to Forms W-9 and 1099s, the originals of any and all permits and licenses related to the Property, applicable Maine State REW forms and, if Seller is a trust, corporation, limited liability company, partnership or other legal entity, satisfactory evidence of authority and good standing. In addition, Buyer and Seller agree to execute at Closing a letter confirming CMP's post-decommissioning rights in the Property.

5. RISK OF LOSS. Seller shall maintain insurance on the Property at current levels through and including the date of Closing. The Property shall at Closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. Until transfer of title, the risk of loss or damage to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain is assumed by Seller unless otherwise agreed in writing. If all or any portion of the Property shall be condemned or taken by right of eminent domain prior to Closing or if Seller receives any notice of such taking prior to Closing (a copy of which Seller shall immediately deliver to Buyer), or if all or a portion of the Property should be destroyed or damaged by fire or other casualty, Buyer may, at its option, (i) terminate this Agreement by written notice delivered to Seller at or prior to Closing upon which both parties shall be discharged from all further obligations, or (ii) accept assignment of insurance or condemnation proceeds and proceed with purchasing the Property in its current state.

6. DUE DILIGENCE; ENVIRONMENTAL REMEDIATION.

(a) Due Diligence. Except as otherwise provided herein, Buyer has already conducted due diligence on the Property and waives any right to conduct, or cause to be conducted, any further inspection of the Property as a condition of this sale; provided, however, that Buyer shall have the right, at least forty-eight (48) hours prior to closing, to inspect the Property for the limited purpose of determining if there have been any material and adverse changes in the condition of the Property since the Effective Date of this Agreement (the "Final Inspection"), reasonable wear and tear excepted, and the Buyer shall have the right to terminate this Agreement by written notice to Seller prior to Closing should the Buyer's Final Inspection reveal any material and adverse changes in condition to the Property, upon which both parties shall be discharged from all further obligations.

(b) Environmental Covenants and Remediation. The above terms of Section 6(a) notwithstanding, as a material part of the consideration for this Agreement, Buyer acknowledges to Seller that Buyer has knowledge of the environmental conditions referenced in the Restrictive Covenant and that Buyer's intended use of the Property requires environmental remediation and amendment of the Restrictive Covenant. Buyer shall, at its sole cost and expense, submit an application to the Maine Department of Environmental Protection (the "DEP") to amend the Restrictive Covenant and enter into a Voluntary Response Action Program ("VRAP") with the DEP with respect to the Property (collectively the "DEP Release") to permit Buyer's intended use of the Property for the development, construction, operation, maintenance and decommissioning of a ground mounted solar energy facility and all necessary appurtenances thereto including, but not limited to, a collector system and energy storage facilities. Buyer agrees that it shall include Seller as a co-applicant on any application to the DEP, and Seller shall cooperate with Buyer in any effort to receive the DEP Release. Buyer shall be solely responsible for all costs related to

obtaining the DEP Release or required to meet any conditions required by the DEP Release. The conditions and protections of the DEP Release provided under any VRAP or other statutory program regarding the environmental conditions on the Property shall in all cases extend to Seller, and Seller's obligation to close under this Agreement shall be conditioned upon their approval of any such DEP Release, said approval not to be unreasonably withheld. Buyer's receipt of the DEP Release shall be a condition to Closing under this Agreement.

7. INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, members, managers, employees and agents, and the heirs, successors and assigns of any of them, from and against all claims, actions, costs, liabilities, losses, damages, or expenses, (including but not limited to claims, actions, costs, liabilities, losses, damages, or expenses related to bodily injury, damage to property, ~~claims~~ and third party claims associated with contamination from hazardous materials on the Property; ~~); liabilities, losses (including~~ loss occasioned by loss of use of any portion of the Property; ~~and); damages, expenses (including~~ remediation expenses), as well as obligations or responsibilities under or related to former, current or future environmental laws or the common law, whether such claims, liabilities, losses, damages, expenses, obligations or responsibilities are known or unknown, contingent or accrued, arising as a result of or in connection with Buyer or any future lessee's use or change in use of the Property, including any non-compliance with or amendment to the Restrictive Covenant or any third party claims associated with contamination from hazardous materials located on the Property at the time of Closing. Buyer shall provide at Closing an indemnification and release satisfactory to Seller for any such actions, claims, costs, and damages associated with Buyer's use of the Property, which release Seller may require to be insured and/or bonded to address any limitation of liability the Buyer may have under Maine Law as a municipality.

8. INSURANCE. As a condition to Closing under this Agreement, Buyer shall cause to be acquired and furnish to Seller at Closing proof of environmental liability insurance and/or bonding with coverage, terms and amounts satisfactory to Seller, naming Seller as an additional insured and insuring against any losses and costs, including remediation and cleanup costs, associated with Buyer's use of the Property, said insurance to include without limitation general liability for personal and property injury, pollution control, remediation clean-up and environmental liability, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Buyer and Seller agree that Buyer shall cause the cost of said environmental liability insurance to be covered by Buyer's future lessees, provided however that Buyer shall be obligated to purchase said environmental liability insurance in the event any such lessee defaults on this obligation. Buyer shall keep such environmental liability insurance in effect for at least six (6) years after the decommissioning of any solar energy facility on the Property and shall include coverage for the full estimated costs of any remediation required after said decommissioning as a result of actions by Buyer or any of its agents or lessees on the Property, including those costs associated with the permitting, construction and operation of a solar energy facility on the Property. Any policies required by provisions of this Section 8 may be made a part of a master policy of insurance so long as such blanket policy contains all the provisions required herein, does not reduce the coverage or otherwise impair the rights of the Parties and includes a "per project, per location" endorsement. In the event that a new policy of environmental liability insurance must be purchased to satisfy the continuing obligations herein, coverage limits shall be increased

commensurate to the rate of inflation. Buyer agrees and acknowledges that the purchase of environmental liability insurance under this Section 8 may result in a partial waiver of the limits of insurance and substantive areas where Buyer may otherwise be immune under the Maine Tort Claims Act consistent with 14 M.R.S. §§ 8105, 8116. The terms and conditions of this Section 8 shall survive Closing.

9. POSSESSION. The Property shall be delivered to the Buyer at the time of the Closing free and clear of all tenancies or occupancies by any person or entity.

10. REPRESENTATIONS AND WARRANTIES.

(a) Seller. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the Closing:

(i) Seller is a corporation duly organized and in good standing under the laws of the State of Maine, with full capacity, power and authority to enter into and fully perform the obligations and transactions contemplated by this Agreement;

(ii) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder are within the lawful power of Seller, have been duly authorized and approved by all necessary actions on behalf of Seller, and will not conflict with, or result in a breach of any of the terms, covenants and provisions of: (1) Seller's corporate documents; (2) any judgment, writ, injunction, regulation, ruling, directive or decree of any court of governmental authority; or (3) any agreement or instrument to which Seller is a party or by which Seller is bound.

(iii) The person executing this Agreement on behalf of Seller is duly authorized to do so and to bind Seller to enter into and fully perform the obligations and transactions contemplated by this Agreement.

(iv) There are no litigation, liens, judgments, violations, or proceedings pending, or to the best of Seller's knowledge, threatened against or relating to the Property nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Property;

(v) There is no pending, or to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of Seller's ownership of the Property or any portion thereof, or which may adversely affect Seller's ability to perform its obligations under this Agreement, or which may affect the Property or any portion thereof;

(vii) Seller is not a "foreign person" within the meaning of § 1445 of the Internal Revenue Code;

(vii) There are no leases or other occupancies or tenancies affecting the Property;

(b) Buyer. Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Buyer is a party or by which it is bound.

11. DEFAULT.

(a) Default by Seller. If Seller shall default in the performance of any of Seller's obligations under this Agreement for any reason other than default by the Buyer, Buyer shall be entitled to pursue all rights and equitable remedies available to Buyer at law or in equity, including, without limitation, an action for specific performance.

(b) Default by Buyer: If Buyer shall default in the performance of any of Buyer's obligations under this Agreement for any reason other than default by the Seller, this Agreement shall terminate and neither party shall have any further obligation or liability hereunder.

12. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. In addition to other conditions precedent to Closing as set forth in this Agreement, the obligation of Buyer to close is subject to the satisfaction at or before the Closing of all of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing.

(b) Seller shall have fully and timely performed all of its obligations and commitments hereunder.

(c) The Property shall be in the same or better condition at the time of closing as they are in as of the date of this Agreement, normal wear and tear excepted.

(d) Buyer shall, to its satisfaction and in its sole discretion, receive confirmation of any planned leases of the Property for the purpose of developing a solar energy facility.

(e) The Yarmouth Town Council shall approve a solar ordinance satisfactory to Buyer, in its sole discretion.

In the event that any of the foregoing conditions are not satisfied prior to or at Closing, Buyer shall have the option of terminating this Agreement. Buyer may, however, elect to close notwithstanding such unsatisfied conditions as may exist. It is acknowledged by the parties that the foregoing conditions and any other conditions to close contained in this Agreement are not intended to condition Seller's obligations and are solely for Buyer's benefit.

13. ADJUSTMENTS, PRORATIONS; CLOSING COSTS.

(a) Real estate and personal property taxes, assessments, rentals and utilities, if any, shall be prorated as of Closing in accordance with the latest available tax bill, provided however that Seller expressly acknowledges that the Buyer is exempt from such real estate taxes and assessments as an instrumentality of the State of Maine.

(b) The Buyer shall be responsible for paying the Seller's portion of the Maine real estate transfer tax in accordance with 36 M.R.S. § 4641-A; it being expressly acknowledged that the Town is exempt from paying its own portion of such tax pursuant to 36 M.R.S.A. § 4641-D(1).

(c) The recording fee for the deed of conveyance will be paid by Buyer.

(d) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section 13 or not otherwise provided for herein.

14. BROKERAGE. The buyer understand that the Seller is a licensed real estate agency and is acting solely in its own behalf in this transaction. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements), and judgments related to any fee, commission or other compensation asserted by any broker, finder or other intermediary in contradiction of the foregoing representation. The provisions of this Section 14 shall survive the closing.

15. MISCELLANEOUS.

(a) Assignment. This Agreement is non-assignable by either party.

(b) Binding Effect. This Agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

(c) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. All representations and warranties made by Buyer and Seller herein shall survive Closing. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(e) Notices. All notices, demands and other communications hereunder shall be in writing and shall be given by one party to the other either: (i) by first class mail, postage prepaid,

registered or certified, return receipt requested, to the address set forth below; (ii) by hand delivery to the address set forth below; (iii) by Fed Ex, or similar overnight express mail, prepaid, to the address set forth below; (iv) by email to the email addresses listed below. All notices shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein (in the case of mailing) or upon delivery (if hand delivered) or when delivered by Fed Ex (or similar overnight delivery service) at the time indicated on the proof of delivery (if sent by overnight delivery service) or upon time of confirmed receipt in case of emails received prior to 3:00 p.m. on a given business day, or if received thereafter shall be effective as of the next business day.

TO SELLER: Central Maine Power Company
Real Estate and Land Management
83 Edison Drive
Augusta, ME 04336
Email: Alen.Saric@avangrid.com _____

with copy to: [SELLER ATTORNEY]

TO BUYER: Town of Yarmouth
200 Main Street
Yarmouth, Maine 04096
Email: _____

with copy to: Bernstein, Shur, Sawyer & Nelson, P.A.
100 Middle Street
Portland, Maine 04101
Attention: Peter Van Hemel, Esq.
Email pvanhemel@bernsteinshur.com

Either party may change its addresses for purposes of this subparagraph by giving the other party notice of the new addresses in the manner described herein.

(f) Time. Time is of the essence of this Agreement.

(Signatures Follow)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement for the Purchase and Sale of Real Estate as of the date first above written.

BUYER:

SELLER:

THE TOWN OF YARMOUTH

CENTRAL MAINE POWER COMPANY

By:
Its:

By:
Its:

[TOWN OF YARMOUTH LETTERHEAD]

_____, 2026

Central Maine Power Company
Real Estate and Land Management
83 Edison Drive
Augusta, ME 04336
ATTN: Alen Saric

RE: Central Maine Power Post-Decommissioning Inspection Rights, Sligo Road Property, Yarmouth, ME

Dear Alen:

Please allow this letter to confirm the agreement of Central Maine Power Company (“CMP”) and the Town of Yarmouth, Maine (“Town”) that CMP shall have certain rights, pursuant to the terms and conditions in this letter, to enter and inspect that certain 14.8-acre parcel of land located on Sligo Road in Yarmouth, Maine and sold to the Town under the terms of an Agreement for the Purchase and Sale of Real Estate dated _____, 2026 (the “P&S”), as more particularly described in a deed recorded in the Cumberland County Registry of Deeds as of near or even date to this letter (the “Property”).

As contemplated by the P&S, Town intends to lease the Property for the construction of a ground mounted solar energy facility and all necessary appurtenances thereto (the “Solar Project”), the development of which will be permitted and limited under a Voluntary Response Action Program (“VRAP”) and a Restrictive Covenant (together with the VRAP, the “DEP Release”) entered into with the Maine Department of Environmental Protection (“DEP”).

The Town and CMP hereby agree that following the decommissioning of any Solar Project on the Property, and upon notice of said decommissioning to CMP, that CMP, its successors, agents, employees and assigns will have the right to enter upon and inspect the Property, at CMP’s own cost and risk, to determine whether any repairs to the protective barrier placed on the Property are necessary to meet the requirements of the DEP Release. Any such inspection will follow the same procedures described for prior annual inspections under any applicable DEP-approved Environmental Media Management Plan for the site. In the event that DEP’s own inspection of the Property upon decommissioning finds that the requirements for the DEP Release are met, CMP agrees that it will be satisfied with the DEP’s assessment and will not request additional repairs to the protective barrier.

The Town and CMP agree that this letter does not create an interest in land and that this letter will not be recorded.

[Signatures Follow]

Sincerely,

TOWN OF YARMOUTH, MAINE

By:
Title:

Acknowledged and Agreed to By
CENTRAL MAINE POWER COMPANY

By:
Title:

DRAFT

Item No. 110: To set the due dates and interest penalties for property tax and sewer bills for the fiscal year 2027.

Contact	Scott LaFlamme, Town Manager Dawn Madden, Finance Director
Recommended Action	Set due dates and interest penalties for property tax and sewer bills for FY27.
Attachment	No Attachment

Background:

The Town is authorized under state law (Title 36 of the Maine Revised Statutes) to assess interest and penalties on unpaid property taxes. Each year, the Town Council sets due dates for tax payments, along with an interest rate, within a statutory maximum, on delinquent taxes through a formal vote. This interest begins to accrue after the due date of the tax bill and continues until the balance is paid in full.

Similarly, for unpaid sewer assessments, the Town has the authority to assess interest and lien fees, consistent with provisions under Title 30-A (municipal public works regulations) and the Town’s sewer ordinance (Chapter 304). If a sewer bill remains unpaid, the Town may place a lien on the property, following a process that mirrors the procedure for tax liens, including required notices and deadlines.

These mechanisms ensure the Town can enforce timely payment and maintain the financial health of its general operations and utility services.

Recommended Action: Set due dates and interest penalties for property tax and sewer bills for FY27.

***NOTE:** Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff's report and initial Council questions, prior to Town Council discussion.*

Item No. 111: To appropriate funds from various municipal reserve accounts for the fiscal year 2027.

Contact	Scott LaFlamme, Town Manager Dawn Madden, Finance Director
Recommended Action	Appropriate funds from various municipal reserve accounts for the fiscal year 2027.
Attachment	No Attachment
	<pre> graph LR A[Reviewed by Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] </pre>

Background:

In Yarmouth, capital improvement funds approved through Town Meeting are allocated for specific capital projects and equipment as outlined in the Capital Improvement Plan (CIP). Once voter approval is secured, the Town follows an internal authorization process to release these funds.

Departments proposing to use the approved funds must confirm that the project or purchase aligns with the adopted CIP and the approved budget. The request is then reviewed by the Finance Director and the Town Manager to ensure funding availability, compliance with procurement policies, and project readiness. Upon approval, funds are released and tracked through the Town’s financial management system to ensure proper use and reporting.

Recommended Action: Appropriate funds from various municipal reserve accounts for the fiscal year 2027.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.