



**Town of Camden
Select Board
July 22, 2025
French Conference Room**

Select Board meetings are
livestreamed at: YouTube.com/TownofCamdenMaine.

For those wishing to participate remotely, please click the link below to join the zoom meeting:
<https://us02web.zoom.us/j/82053577680>.

Call to Order

1. Public Comment on Non-Agenda Items
2. Approval of Board Minutes –July 8, 2025
3. Consent Agenda:
 - a) Consideration of the renewal of victualer and lodging licenses
4. Public Hearing for a renewal liquor license for Mixed Greens at 15 Main Street
5. Public Hearing for a new Special Amusement Permit for live entertainment at 8 Bells, located at 45 Mechanic Street
6. Select Board Members' Reports
7. Town Manager's Report
8. Inspection Results – Sagamore Farm Solar PPA System
9. Action Item:
 - a) National Lighthouse Day awareness activities on Curtis Island and public landing
 - b) Proposed Lease Agreement with Children's House Montessori School at 58 Elm Street
10. Adjournment

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5 **Camden Select Board**
6 **Minutes of Meeting**
7 **July 8, 2025**

8
9
10 **PRESENT:** Susan Dorr, Christopher Nolan, Alison McKellar, Ken Gross, Christopher Rheault, and
11 Communications Coordinator Holly Anderson.
12
13
14
15

16 **ABSENT:** Audra Caler, Town Manager
17
18

19 Please go to <http://www.youtube.com/TownofCamdenMaine> to view the entire meeting or the video
20 recording minute marks in these minutes to hear full discussion. Please note [MRS Title 1, §403 Record
21 of meetings](#) only requires recording of attendance of members and actions of the Board. The statute
22 also states that video and audio recordings of public meetings satisfies the requirement, should any
23 conflict arise between these minutes and the video record, the video record is considered the official
24 public record.
25

26 Chair Dorr called the meeting to order.
27
28

29 1. Public Comment on Non-Agenda Items: ([Video Recording Minute Mark 1:21](#))
30
31

32 Ray Andresen: raised concerns about the wording of the June Annual Town Meeting Warrant
33 Article 7 (which was approved by the voters) that it may allow use of property taxes for the
34 Montgomery Dam removal, despite promises to fund it only through grants and donations.
35 He is requesting that the Select Board create a plan to ensure no tax dollars are used.
36

37 Wendy Andresen questioned if the island (at Montgomery Dam) would be cleaned up as it
38 was originally intended. She criticized the bridge to the island as out of place and said it
39 should be removed if it's not being used for cleanup, which she and others expected. If we
40 are not going to use it for cleanup, then it should be removed.
41

42 2. Approval of Board Minutes –June 17, 2025 ([Video Recording Minute Mark 6:34](#))
43
44

45 Gross noted the board agreed to conduct the town manager's performance review at the
46 August 4th goal-setting session and requested this be added to the meeting minutes.
47

48 Rheault also noted that the vote should be 4-0-1 on the previous meeting minutes. He
49 abstained, as he was not a member at those meetings.
50

51 **McKellar moved, Gross seconded to approve the minutes as amended. The motion
52 passed on a 5-0-0 vote.**
53

54 3. Public Hearing for new establishment: 8 Bells Pub at 45 Mechanic Street for a new Class A
55 Restaurant Liquor License ([Video Recording Minute Mark 8:08](#))
56
57

58 Dorr opened for public hearing for any opponents and proponents.
59
60
61
62

49

50 Tom Ryan and his partner Abby introduced their plan to open 8 Bells an Irish Pub at 45
51 Mechanic Street. Tom Ryan shared his maritime background and personal inspiration for
52 naming the pub 8 Bells, reflecting both his seafaring career and Irish heritage.

53

54 **McKellar moved, Nolan seconded to approve the application for a liquor license for 8**
55 **Bells at 45 Mechanic Street. The motion passed on a 5-0-0 vote.**

56

57 4. Consent Agenda – **ADOPTED** ([Video Recording Minute Mark 12:48](#))

58 a) Approval of renewal of Lodging & Victualer Licenses

59 b) Approval of annual request for a block party on July 12th from 4pm to 9pm on Central
60 Street between Cross and Trim Streets

61

62 5. Select Board Reports ([Video Recording Minute Mark 14:08](#))

63 **Gross** – reminded everyone that there will be two public workshops on the proposed
64 historic preservation ordinance they will be held July 10 and 15 at 6:00 PM in the French
65 Conference Room and will be broadcast on YouTube.

66 **McKellar** – The Conservation Commission is updating Camden's emerald ash borer response
67 plan using past GIS data and working with arborist Shane Hendricks. They aim to identify
68 and treat priority ash trees to prevent widespread loss.

69 Separately, waste audits have begun at the transfer station (Midcoast Solid Waste Corp) to
70 identify valuable salvageable materials currently being discarded.

71 **Dorr: noted** Harbormaster reported at this morning's Harbor Committee meeting that this
72 season has been quieter-than usual with more open mornings. Repurposed floats placed by
73 the library for kayak use were removed due to aesthetic and practical concerns. The town is
74 exploring better small boat access and more kayak racks. The committee also discussed
75 clarifying harbor revenue and expense reporting.

76

77 6. Town Manager's Report: ([Video Recording Minute Mark 23:42](#))

78 Holly Anderson, Communications Coordinator who is filling in at the meetings while Audra is
79 attending a 3-week management course at Harvard's Kennedy School in Cambridge,
80 Massachusetts. The town recognized the sudden passing of Rockport Officer Travis Ford.
81 Updates included: historic preservation workshops on July 10 & 15; Snow Bowl master plan
82 meeting held; Opera House summer events ongoing; a new ambulance now based in
83 Camden; town office closing early Fridays due to staffing; several public works and paving
84 projects progressing; green parking lines added ahead of paid parking launch; and a
85 successful July 4th celebration was reported.

86

87 7. Discussion Items ([Video Recording Minute Mark 32:37](#))

88 a) Boston Post Cane: The Board discussed the Boston Post Cane tradition, which honors

89 Camden's oldest resident and who has also been a resident continuously for 50 or more
90 years. They agreed to revisit and potentially revise the criteria for selecting recipients,
91 while continuing to collect and share stories of long-time residents.

92 b) Ragged Mountain Recreation Area Update (*late addition) ([Video Recording Minute](#)

93 [Mark 43:24](#))

94

95

96 Jeff Nathan (Parks & Rec Director) introduced Ayden Eickhoff (SE Group) and Steve
97 Kasacek (Outdoor Sports Institute), noting their work is funded 100% by a Community
98 Outdoor Recreation Assistance Grant. The project, nearing completion by September,
99 focuses on a multi-season recreational plan for the Camden Snow Bowl. A recent public
100 meeting was held to review the draft. Ayden will present the next part via Zoom.

101

102 Ayden presented a parks and recreation continuum, showing Camden Snow Bowl's
103 current position near the local community park end and potential future developments.
104 She outlined near-term opportunities including trail system enhancements, a new lodge,
105 and expanded programming, as well as long-term plans for lift upgrades and new
106 attractions like an adventure playground and zip line coaster.

107

108 Jeff Nathan clarified that while the current lift could last several more years, a new
109 chairlift would likely be needed if Camden Snow Bowl expands its operations to include
110 lift-served mountain biking.

111

112 The Board and Director discussed the fate of the existing tennis courts, with community
113 feedback split between repairing the current courts, moving them to the Tannery
114 property, or replacing them with a pump track.

115

116 They also discussed revenue-generating opportunities for the Snow Bowl facility, with
117 Ayden explaining that while financial models don't incorporate capital costs for major
118 amenities like a new lodge or lift (estimated at \$3-5 million), there are feasible short-
119 term projects including trail investments and programming that could generate revenue
120 through events and activities.

121

122 The Board inquired about the viability of charging for mountain biking access, with
123 Ayden noting that while it's possible, there are challenges around parking and
124 management, and the group agreed that trail-based revenue is more likely to come from
125 events rather than direct user fees.

126

127 They all agreed to schedule another public session to gather more feedback, and Ayden
128 outlined next steps including completing a financial assessment, coordinating with
129 Camoin Associates on economic impact analysis, and aiming for a draft plan by the end of
130 July.

131

132 Steve Kasacek, the director of trail development at the Outdoor Sport Institute, presented
133 an overview of the trail master plan for the Snow Bowl area. He discussed the planning
134 process, which included extensive community engagement and a review of previous trail
135 plans, highlighting the need to improve and expand the existing trails. The plan aims to
136 create approximately 12-13 miles of trails, with about 25% designated for mountain
137 biking and the rest for shared use. Steve emphasized the importance of maintaining
138 pedestrian access and designing trails that can accommodate both hiking and biking,
139 while also considering the unique challenges of the site's difficult terrain. The next steps
140 involve detailed design work, field layout, and preparation for construction, with a focus
141 on professional contractors and building local capacity for trail maintenance.

142
143 The Board discussed further with Kasacek, Nathan and Martin trail improvements and
144 development plans for the Camden Snow Bowl and surrounding areas. They explored the
145 potential for volunteer involvement in trail maintenance and the possibility of creating
146 an adventure playground canopy trail. Ayden suggested looking into Beanstalk Builders
147 for examples of similar structures. The conversation also touched on the need for
148 ongoing maintenance and the importance of balancing local and tourist use of the
149 facilities.

150
151 8. Action Items

- 152 a) Approval of lease agreement with the Montessori School ([Video Recording Minute](#)
153 [Mark 1:49:21](#))

155 The Select Board discussed the lease agreement with the Montessori school for the
156 building at 50 Elm Street but decided to pause further discussion until they receive a
157 recirculated version of the amended lease that will be included in the public packet. The
158 board expressed concerns about not having seen the draft lease before the meeting,
159 despite previous promises that they would be able to review it beforehand. They agreed
160 that this was a board-to-board level conversation that required all members to be fully
161 informed, and emphasized the importance of following proper procedures for public
162 documentation

163
164 The Board touched on the proposed lease terms for a public playground building,
165 expressing concerns about the current draft lease that reduces rent from \$35,000 to
166 \$20,000 while increasing the town's responsibility for capital expenditures. Rheault
167 suggested creating an annotated lease with historical context and explanations to help
168 streamline discussions, and the group agreed to prepare a comprehensive packet
169 including the current lease, expense summaries, and comparisons between the school
170 lease and the new proposal within two weeks. The discussion highlighted the need to
171 balance the school's desire to cover capital expenses with the town's responsibility as
172 property owner, with emphasizing the importance of transparency and community
173 understanding of the lease terms

- 174
175 b) Approval of agreement with Camden Riverhouse for crew quarters for Fire/EMS ([Video](#)
176 [Recording Minutes Mark 2:11:51](#))

177
178 Fire Chief Farley announced a public celebration will be held for Chief Keller's retirement
179 after 37 years as Hope's Fire Chief. The event is this Saturday at 1:00 PM at the Hope
180 Corner Fire Station. Keller was recognized not only for his service to Hope but also for
181 being a good neighbor to Camden. All are invited.

182
183 Farley explained this lease at the Camden Riverhouse Hotel (adjacent to the Public Safety
184 building is for temporary crew quarters. Currently, there is no space in the public safety
185 building for 24-hour staffing; this lease supports Camden Fire Dept. and Northeast
186 Ambulance's new 24/7 operations.

189
190 It is a 5-year lease with 6-month opt-out clause. The space was originally built as
191 manager/staff quarters; it currently needs some work but will be ready and it will be used
192 nightly by both Camden staff and Northeast crews starting September/October.
193

194 Timeline:

- 195 • Camden staff begins 24-hour shifts in September.
196 • Ambulance staffed 24/7 starting October 1.
197 • Public safety building renovation project for permanent quarters included in FY26 budget,
198 with construction targeted for late 2025-2026.

199
200 **McKellar made a motion to authorize the Town Manager to finalize the lease
201 agreement with Camden Riverhouse after review by Town Attorney. Nolan seconded
202 the motion. The motion passed on a 5-0-0 vote.**

203
204 9. Adjournment ([Video Recording Minute Mark 2:21:02](#))

205
206 https://youtu.be/_vBdwmHZG0I?t=1419

207
208

DRAFT

Office of:
Town Manager
Tax Assessor
Tax Collector
Town Clerk
Treasurer
Code Officer
Finance Director
Harbor Clerk



Town Office
P.O. Box 1207
29 Elm Street
Camden, Maine 04843
Phone (207)236-3353
Fax (207)236-7956
<http://www.camdenmaine.gov>

July 18, 2025

The following establishments have submitted their applications for approval of their **VICTUALER & LODGING LICENSES**. The appropriate application reviews have been made by the code enforcement officer and fire chief.

Business Name	Location	Lodging Exp.	Victualer Exp.
Camden Island	87 Elm St, Ste 106A	N/A	06/30/2026
Camden Maine Stay Inn	22 High Street	06/30/2026	06/30/2026
Zoot Coffee	5 Elm Street	N/A	07/31/2026

CAMDEN SELECT BOARD

Susan Dorr, Chair

Alison McKellar, Vice Chair

Christopher Nolan

Kenneth Gross

Christopher Rheault

Date of Approval



Application Copy

File Number: 86879

Job Type: Renewal Application

LICENSE #

APPLICATION DATE RECEIVED

RES-21-105032

2025-07-11

LICENSE TYPE

LICENSEE

On-Premises: Beer & Wine

MIXED GREENS LLC

AGENT NAME

EFFECTIVE DATE

EXPIRES

STATUS

2025-07-15

Active

PREMISES NAME

MIXED GREENS

NEW SECONDARY LICENSE(S)

None selected

PREMISES TYPE

PREMISES NAME

Restaurant (not Class A)

MIXED GREENS

OPERATOR

MIXED GREENS LLC

PHYSICAL ADDRESS

15 MAIN ST CAMDEN ME 04843-1703

MAILING ADDRESS

15 MAIN ST CAMDEN ME 04843-1703

CONTACT NAME

EVE MARDEN

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 230-8150

ALTERNATE PHONE

FAX

EMAIL

mixedgreens15main@gmail.com

QUESTIONS

On-Premises: Beer & Wine

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

20204494DC

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?

Yes

Yes

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?

Yes

(document uploaded)

8. Do you allow dancing or entertainment on the licensed premises? If so, You need to have a license from the Maine State Fire Marshal. See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

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?

No

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?

No

(document uploaded)

18 At which address are your business records located?

15 Main St
Camden, Maine 04843

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

Monday-Saturday
11-3

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.

Chestnut St Church
700 ft

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

No

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

\$402,987.17

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

\$1,000.00

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Maine Health or Agriculture License	tempImage5ka1vb.gif	health certificate
Lease/Rental Agreement	IMG_0742.jpg	lease agreement
Premises Floor Plan	IMG_1844.jpeg	floor plan
Food Menu	IMG_0119.jpeg	mixed greens food menu
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	supplemental form

APPLICANT

MIXED GREENS 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.



MEMORANDUM

To: Select Board
From: Assistant Town Manager Janice Esancy
Date: July 18, 2025
Re: Public Hearing for a Special Amusement Permit

PURPOSE

Public Hearing for Special Amusement Permit application for 8 Bells Pub.

BACKGROUND

The licensee of a licensed premises is required to apply for a Special Amusement Permit to allow live music, dancing or entertainment on the premises. (eCode: [Article II, § 142-20 Amusement permits.](#))

A crucial part of the permit application process is that the applicant's facility must undergo a life safety inspection, which is conducted by the fire department, the code enforcement officer and the police chief, or their designees. This is to ensure that the venue meets the necessary safety standards, especially given the potential risks associated with live music events and large gatherings.

Tom Ryan, the business owner of 8 Bells Pub, a newly licensed (July 8) business at 45 Mechanic St. that serves alcohol, is requesting a Special Amusement Permit. This type of permit is linked by State statute to the liquor license and will expire when the liquor license expires.

Inspections have been performed and completed to satisfaction.

RECOMMENDATION

Act on the request for a Special Amusement Permit for 8 Bells at 45 Mechanic Street.

FEE: \$75 ANNUALLY
 NEW **RENEWAL**



Current Expiration Date: _____

APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Business Location: 45 MECHANIC ST. Map: 120 Lot: 000 Zoning: B-1

Type of Business: Restaurant Video/Pool/Billiard

Name of Business: E Bells Pub

Business Phone: (207) 230-6500 Business Website: www.ebellscamden.com

Property Owner(s): Millpond, LLC Phone: 207 542.8542

Owner's Mailing Address: 3 WHITETAIL DR. ROCKPORT, ME. 04856

Applicant's Name: Tom Ryan Phone: (404) 754.0021

Applicant's Mailing Address: 45 MECHANIC ST CAMDEN, ME. 04843

Applicant's Email Address: Tom@EBELLScamden.com

Other Businesses currently on property: Qty: 0 Names & Descriptions of each: _____

Total existing parking: On-site: 0 Off-site/On-street: _____ Leased: _____ Other: _____

What is the Floor area (square feet) open to Public: 1200; Number of Employees: 4

Do you intend to have any music other than radio or other mechanical devices and/or any dancing or entertainment:

Describe in detail kind and nature of entertainment:

- Professional Entertainers
- Full Time or Part Time Employees
- Other TRADITIONAL MUSIC PLAYERS

Will music be amplified: YES NO

Describe in detail or rooms to be used under this permit:

- a. Eating areas: Corner of main Dining areas
- b. Lounge: _____
- c. Video/Pool/Billiards Room: _____
- d. Other: _____

Have you ever been denied a special amusement permit or had a permit revoked? YES NO

If yes, please describe circumstances: _____

Have you or any partner or corporate members been convicted of a felony? YES NO

This permit includes all types of entertainment. Dancing is include only if you have a dancing license issued by the State Fire Marshall's Office. License No. _____

Signature of Owner: 

Date: 7/15/25

The applicant shall contact the Camden Fire Department (236-7950) to schedule a Life Safety Code inspection as referenced in the Camden Fire Prevention and Protection Ordinance. This application will not be accepted until signed off by the Camden Fire Department verifying that this facility complies with the Camden Fire Prevention and Protection Ordinance.

Signature of Camden Fire Department Inspector 

7/15/25
Date



MEMORANDUM

To: Select Board
From: Planning and Development Director Jeremy Martin
Date: July 16, 2025
Re: Sagamore Farm Solar PPA System – Proposed Buyout Assessment

PURPOSE

This is an update regarding the proposed buyout of the Sagamore Farm Solar PPA System.

BACKGROUND and OVERVIEW

The June 3, 2025, Select Board meeting agenda included acting on the proposed buyout of the Sagamore Farm Solar PPA System from Revision Investments LLC. Terms of the sale included a purchase price of \$203,558 and the project being sold "as-is," "where-is," and "with all faults," among others. Following the discussion, Select Board members voted 4-0-0 to approve the purchase and sale agreement conditioned on an inspection of the solar panels by a qualified professional.

Following the June 3 meeting, the town retained Geoff Sparrow of Sparrow Energy Group to provide a third-party assessment of the benefits and risks associated with the town purchasing the Sagamore Farm PPA Solar System (Project) from Revision Investments. Geoff is president of Sparrow Energy Group and was formerly the director of renewable project development at Peak Renewables. Prior to that he was director of development and vice president of development at Green Lantern Solar, and a director of engineering at Revision Energy for 15 years.

At the June 17, 2025, Select Board meeting, Town Manager Audra Caler erred in stating that the solar panel inspection had been completed and deemed satisfactory. In fact, inspection and review of the Sagamore Farm solar facility was underway at the time but not yet finalized.

Submitted with this memo is the completed *Sagamore Farm Solar PPA Buyout Assessment* report prepared by Geoff Sparrow and Sparrow Energy Group. Also included is a work order spreadsheet prepared by Revision Energy for their use in documenting routine, incidental and repair work at Sagamore Farm dating back to May 1, 2018.

Geoff will be in attendance via Zoom to detail his findings.

CONCLUSION – NO ACTION NECESSARY

Based on the inspection assessment, it is the Town Manager's recommendation to defer purchasing the Sagamore Farm Solar PPA System based on issues with the system's reliability and data monitoring, as noted in the Sparrow Report and evidenced in Revision's spreadsheet. In the future, if Revision can demonstrate that all reliability and monitoring issues have been resolved it may be worthwhile again exploring a buyout. As Geoff stated in the report's conclusion: "If/when Camden were to purchase the Project all maintenance repairs and monitoring responsibility would be at the cost and/or responsibility of Camden." Note that the costs associated with repairs and ongoing routine monitoring and maintenance have not been explored or contemplated for budget purposes.

The June 3 motion provided for action on the buyout at the discretion of the town manager, contingent on a positive inspection by a qualified professional, no action is needed by the Select Board at this time.



Sagamore Farm Solar PPA Buyout Assessment

To: Town of Camden, Maine
Audra Caler – Town Manager
Jeremy Martin – Planning & Development Director

From: Sparrow Energy Group
Geoff Sparrow - President

July 16, 2025

Sparrow Energy Group (“SEG”) has been retained by the Town of Camden, Maine (“Camden”) to provide a 3rd party assessment of the benefits and risks associated with the town purchasing the Sagamore Farm PPA Solar Project (“Project”) located at 216 Belfast Road, Camden, ME from ReVision Investments, LLC (“RI”) constructed and maintained by ReVision Energy (“RE”).

System Overview:

- Nameplate Rating: 122.85kW(DC) / 91.0kW(AC)
- Major Components:
 - 351 Sunpower 350 watt 72-cell solar modules
 - 13 x SMA 7.0-US inverters
 - Ballasted ground-mounted racking system
 - Locus L360 Data Monitoring System (DAS)
- Year 1 estimate production = 158,786kWh
- Commission Date: Est. December 31, 2017 (specific date unknown based on information provided)

Energy Production Actual vs. Estimates:

SEG reviewed Annual Production reports provided to Camden by RE from 2019 to 2024.

Production Period	Estimated Production (kWh)	Actual Production (kWh)	Deviation
2019-2020	157,347	159,751	1.53%
2020-2021	156,561	155,243	-0.84%
2021-2022	155,671	165,386	6.24%
2022-2023	154,893	148,601	-4.06%
2023-2024	154,119	147,712	-4.16%
Total	778,591	776,693	-0.24%

The system production is in line with estimates. Production numbers within 5% of estimates are considered to be very accurate. System maintenance downtime and weather variations can explain the variations in kWh production of the system.

System Maintenance & Reliability:

SEG reviewed all the Annual Inspection Reports and Work Order logs provided by Camden that were prepared by RE. RE has diligently recorded system condition and maintenance records since the system was commissioned.

INVERTERS:

DC/AC Inverters are the main components responsible for converting Direct Current (DC) energy into grid-quality Alternating Current (AC) that is fed into the utility grid and are the primary failure point of solar systems. Inverters, on average, should operate failure free for 15-20 years. The SMA 7.0-US inverters appear to have chronic failure issues as it relates to the reliability of this Project. There are 13 inverters utilized in this project. Below is a summary of the necessary replacements.

Seven of the thirteen inverters have been replaced to date. This is a major area of concern.

Inverters	Failed & Replaced	Date
Inverter 1	No	N/A
Inverter 2	No	N/A
Inverter 3	No	N/A
Inverter 4	Yes	Jan-24
Inverter 5	Yes	May-20
Inverter 6	No	N/A
Inverter 7	Yes	Jun-25
Inverter 8	Yes	Jun-25
Inverter 9	Yes	Jul-24
Inverter 10	Yes	Nov-21
Inverter 11	Yes	Jun-25
Inverter 12	No	N/A
Inverter 13	No	N/A

DAS MONITORING:

The Project includes a monitoring system that shows real-time system production but lacks inverter-level monitoring. This is an area of concern. Without inverter-level monitoring, it is not possible to remotely identify inverter-specific faults and failures. To identify inverter-specific failures, and on-site inspection is required. This is apparent in the Annual Maintenance and Work Order logs, which is when inverter failures have typically been identified by RE.

INSECTS:

The 2025 Annual Inspection Report makes notes of significant insect intrusion into the inverter and switchgear compartments. Ants are nesting in warm/hot areas of the components. This is an area of concern in terms of equipment reliability and longevity. Pesticides could be considered as a remediation solution.

OTHER:

The 2025 Annual Inspection Report makes notes of miscellaneous corrosion and conduit fading. This is to be expected for a system of this age and is not currently an area of concern. The condition of the racking, conduit, and switchgear should continue to be monitored and should be addressed if any structural or safety concerns materialize.

PPA Project Buyout Economics:

PURCHASE PRICE:

RI has set a purchase price of \$203,558.00 for Camden to purchase the project from RI. This equates to \$1.66/watt. The calculation method used to calculate the “Fair Market Value” has not been shared to Camden from RI and may not reflect the actual value of the project.

VALUE OF ENERGY:

The current value of kWh credits being produced from the Project and applied to Camden’s CMP accounts is based on the sum of CMP’s volumetric T&D charge and the Standard Offer volumetric rate. As of the date of this report, the rates are as follows:

Rate Calculation (per kWh)	
	SGS Rate Class
T&D	\$ 0.1028820
Supply	\$ 0.1061280
Total	\$ 0.2090100

The Total kWh credit value will change over time as Supply and T&D rates vary over time. Generally speaking, these rates can be expected to increase an average of 2%-4% per year.

RI invoices Camden based on the energy produced by the Project based on the rate schedule set in the Solar Power Purchase Agreement executed September 18, 2017. The project is currently in Contract Year 8 shown in the table below. The current rate is \$0.16/kWh, which represents a 30% discount compared to the value of the credits being generated. The rate charged by RI per the schedule below increases at a rate of 2% per year for the remainder of the PPA contract.

Contract Year	Estimated Energy Production (kWh)	Energy \$/kWh
1	158,786	\$0.1240
2	157,992	\$0.1240
3	157,202	\$0.1265
4	156,416	\$0.1290
5	155,634	\$0.1316
6	154,856	\$0.1342
7	154,082	\$0.1369
8	153,311	\$0.1600
9	152,545	\$0.1632
10	151,782	\$0.1665
11	151,023	\$0.1698
12	150,268	\$0.1732
13	149,517	\$0.1767
14	148,769	\$0.1802
15	148,025	\$0.1838
16	147,285	\$0.1875
17	146,549	\$0.1913
18	145,816	\$0.1951
19	145,087	\$0.1990
20	144,361	\$0.2030

Conclusion:

The solar PPA project has provided significant savings to Camden since its commission date and will continue to provide savings for the full term of the PPA as long as the kWh credit value exceeds the contracted PPA rate charged by RI to Camden. The system has certain reliability and data monitoring issues that have been highlighted in this report and have required consistent service calls and repairs by RE. It is the opinion of SEG that Camden should defer on the buyout option of the Project until the project demonstrates that all reliability and monitoring issues have been resolved. If/when Camden were to purchase the Project all maintenance repairs and monitoring responsibility would be at the cost and/or responsibility of Camden. This should be considered in Camden's decision.

Respectfully,



Geoff Sparrow, P.E.
President – Sparrow Energy Group
geoff@sparrowenergygroup.com
(207) 939-8615

Case/Work Order Number	Primary Incident Type	System Status	Completed On	Work Performed
WO16369	O&M - Minor O&M Inspection	Completed	6/9/2025	6/9 TLT- Arrived and preformed annual inspection. Documented all findings in the report. 11/11 TLT- Returned to site and replaced inverter 7 with RMA unit and verified production/ communication.
WO14617	PV - Inverter General Error	Completed	11/11/2024	11/5 TLT- Arrived on site with Chelsea B and found inverter 7 had a 1302. Reset the breaker. Error code turned into 7702. Called SMA and spoke with Oscar. Who processed, the RMA and said the inverter should ship within 48 hours. 7/30/24 - CDB - After the inverter replacement, we moved on to the inspection. Things looked fine for the most part. There was a colony of ants that made a home out of the internet switch, there were a couple active bird nests on the array rails, as well as an active wasp nest to be removed this winter. The most notable issue would probably be the corrosion found on the ground connections. All inverters had corrosion on the ground connections for the AC side and a couple of them also had it for the DC side too. We took corrective maintenance my scrubbing off all the corrosion, cutting off the corroded bit of wire and re-stripping it, then we re-connected the grounds to their rightful spots. We verified that all inverters were producing
WO11057	O&M - Bronze PV Inspection	Completed	7/30/2024	7/30/24 and working before we left.
WO13272	PV - Inverter General Error	Completed	7/30/2024	7/30/24 - CDB - Arrived on site with TT. We unhooked the old inverter and replaced it with the new one. We verified that the inverter was producing and working fine before leaving. 07/09/24 CDB - Arrived on site with TT. Inverter 9 had an error code of 1302, so we reset the breaker. Then the inverter gave an error code of 6406. We performed a power cycle and there were no changes. We logged into the inverter directly and it has a list of various event histories and the inverter thinks today is 2/26/24. We then checked voltages of the inverter and everything was within spec. We called SMA and spoke with George who created the case number 407067779. The call got disconnected, so we had to call back later off site since we didn't have service and spoke with Julien. He stated couldn't do anything for us unless we were on site even though we had all the info he needed, but we tried to get him to understand that we had no service there. He tried to schedule a phone call with us where we would have to be on site for, to which we reiterated the no service problem. Then the call was disconnected. We drove back to site and attempted to call SMA again, but the call disconnected before we got to speak to someone. We called again and disconnected before we even made it through the menu options. So, we called again and it disconnected yet again. We finished this case using the SMA service portal after we left site. 1/11 TLT- Returned to site and shutdown defective inverter. Replaced and commissioned inverter and verified production. No inverter level monitoring so there should be no reason the inverter's production is not being monitored.
WO10523	PV - Inverter General Error	Completed	1/11/2024	12/4 TLT- Arrived on site, all inverters were not producing, but not in a fault state. Plugged into network switch and tried to get into inverters. Ended up logging into inv 4 and found that it stopped producing on the 16 until the 20th. Started again and went down again. Looked at events for that timeframe and found a lot of 7702s. Called SMA, started a case and got another inverter coming.
WO07147	O&M - Bronze PV Inspection	Completed	9/6/2023	WO07147 O&M - Bronze PV Inspection We performed the O&M inspection and found the system to be in good working order. Site capture pending
WO07949	PV - Inverter General Error	Completed	4/26/2023	Inverter had error 1302 when we arrived which means no AC voltage. Checked the combiner panel and breaker was in the on position. Opened up the DC disconnect and found that the green AC terminal block had never been tightened in with the two flathead screws on either side and had worked itself out. Resecured this and started the inverter back up with no issues. Visited on 7/6 and found site had reconnected by itself the day before! All data had backfilled. Comms was still spotty, tried to reach Also Energy since I was onsite to see if they had any advice but gave up after 30 minutes of hold time...I doubt they can do anything anyway. Both y cell phones had service, but data was SLOW on bot Verizon and AT&T. Just too much internet traffic for the limited cell bandwidth, I'd say. - Jonathan
WO04276	PV - Consumption Metering	Completed	7/6/2022	5/17 TLT- Arrived on site, verified all inverters show similar production. Found that Cell router (Digi Transport WR21) was cycling off after start sequence began. Power cycled router and worked connection points at SD and Ethernet port. Ran network test on aquasuite all test showed successfully connected. Verified on portal.
WO03959	PV - Consumption Metering	Completed	5/17/2022	5/4/2022 5/4 TLT- Arrived on site and installed the cover for the fan wires. Verified all inverters were producing.
WO03144	PV - Inverter General Error	Completed	5/4/2022	WO02656 O&M - Bronze PV Inspection 2/17/2022 Arrived on site 2/17 and preformed annual inspection. Documented all findings in the report.
WO01745	PV - Inverter Replacement - RMA	Completed	11/16/2021	Visited on 11/16 to swap inverter 7 out for the correct unit (a 7.7 got used here by mistake instead of a 7.0) and saw inverter 10 was down with a 7702 error. Called SMA while onsite, new unit being sent.
WO00499	PV - Inverter General Error	Completed	11/9/2021	Visited on 11/9 with warranty replacement inverter sent by SMA. Installed and stayed onsite to verify comms good for all inverters
CAS-14958-K5G3K9	Camden, Town of - Sagamore Farm (PPA)- comms/inverter down	Completed	8/5/2020	Visited on 8/5 with Tim and found DC disconnect had inadvertently been left off on inverter 5 during our last visit...doh! Made some tweaks to the cell antenna to get comms working better while onsite, it seems to have helped.
CAS-14466-Z0P8C5	Camden, Town of - Sagamore Farm (PPA)- system disconnect alert - antenna out of alignment	Completed	6/24/2020	Visited on 6/30 with Tim T. and found the direction antenna for this site had been blown out of alignment. This site has VERY poor cell reception and relies on a directional antenna and cell booster for monitoring. Realigned antenna and got cell modem to connect again. Called Locus while onsite to verify data transmission and they said data was now coming in.
CAS-14241-Z8H6T0	Camden, Town of - Sagamore Farm (PPA)- Inverter 5 issue	Completed	6/4/2020	6/17/2020 Tech arrived and found inverter in fault mode (Inv5 #1990024170). Replacement had already been ordered so tech replaced with 1990081781. Then verified function and correct firmware, but could not confirm monitoring. Tech called Locus and tried to resolve, but ran out of battery life in the laptop before Locus could resolve the issue. This is probably due to the spotty service that the site receives from at&t.
CAS-14164-B5G8F0	Camden, Town of - Sagamore Farm (PPA)- 2020 O&M AI	Completed	5/28/2020	Visited on 5/28 with Tim T. and performed annual inspection. Found no significant issues, but when we turned site back on inverter 5 would not make power. Called SMA and a new inverter is being sent. See separate zoho record.
CAS-13742-T6W9J3	Camden, Town of - Sagamore Farm (PPA)- Inverters 3,9,13 no production	Completed	4/14/2020	Visited on 5/28 with Tim T. Found inverters in question in arc fault mode... reset and updated inverter firmware. Then performed array O&M inspection and looked for wiring issues but found none.
CAS-10753-R0N3C6	Camden, Town of - Sagamore Farm (PPA)- Nut Tightening	Completed	5/29/2019	During AI Jonathan and I noticed that several of the fasteners within the Sunmodo racking were very loose. Some nuts had even fallen off of their respective bolts. We tightened a few while there, but a full system check must be done. The builder used washers under the flange-lock nuts which effectively eliminated their locking capability and several of them were loose. These all need to be changed to reflect the installation manual's instruction of using just the star washer on the bolt and no washer on the flange-lock side. We did also find loose nuts on the beam angle mounts., which also all need to be checked and torqued. -CLEE
CAS-10654-C1F4T8	Camden, Town of - Sagamore Farm (PPA)- O&M AI 2019	Completed	5/14/2019	Site was operating well when we arrived, and appears well maintained by the Town of Camden. Updated firmware on all inverters to latest version from SMA. Checked torque on array fasteners and found some were a bit loose. Could be from wind or possibly not torqued correctly on install. A separate service call will be performed to do a thorough torque check on the entire array.
CAS-09976-T9V3M7	Camden, Town of - Sagamore Farm (PPA)- Inverter 6 down	Completed	2/6/2019	Visited on 2/6 and found inverter with 4301 error (arc fault). These inverters all needed the latest firmware update so began that process (it takes a long time) and then started checking inverter wiring. No obvious problems found, but our new crimp style connections are very difficult to inspect visually in a safe manner that does not damage the connection. Its easier to just cut them off and re-crimp if these are suspect. Decided things looked good enough to suspect nuisance tripping. Reset the inverter and we'll see if it happens again. If so we may want to dig deeper into the wiring just to make sure, and inform SMA.
				No materials used

CAS-09948-S6K2W8	Camden, Town of CSF - Inverter 12 offline	Completed	2/1/2019	Visited 2/1/19 and found all 13 inverters producing power just fine. Aquisuite showing error on inverter 12 but inverter was fine. Looking closer, inverter 12 had an incorrect IP address and was not connecting to the aquisuite. Changed inverter IP address but it would not changes (reset itself to all zeros). Power cycled inverter and locus box and inverter took IP changes after this. Locus box, however, would no longer connect with aquisuite giving a DNS error message...called Locus as site had good cell service so that is not the problem and Locus should be able to see it. Waited onsite for 1 hour 15 min for them to call back but they did not...called on my ride home, the aquisuite had re-established communication on its own. All inverters now communicating.
CAS-09718-Q5K2F1	Camden, Town of - Sagamore Farm (PPA) - System Disconnect	Completed	12/31/2018	<p>Visited 1/10/19 and found all 13 inverters had changed their IP addresses. Did some research on how to make SMA inverters IP address static instead of dynamic and found that the "Automatic Configuration" option in the "Speedwire" section of "System Communication" in the "Device Settings" section needs to be set to "No" to avoid this! Made this change to all inverters then changed IP addresses back to correct configuration which is as follows:</p> <p>Inverter 1 s/n - 1990024205 IP: 192.168.2.112 ID#20 Inverter 2 s/n - 1990041542 IP: 192.168.2.107 ID#21 Inverter 3 s/n - 1990041545 IP: 192.168.2.105 ID#22 Inverter 4 s/n - 1990042097 IP: 192.168.2.102 ID#23 Inverter 5 s/n - 1990024170 IP: 192.168.2.109 ID#24 Inverter 6 s/n - 1990041544 IP: 192.168.2.111 ID#25 Inverter 7 s/n - 1990024093 IP: 192.168.2.101 ID#26 Inverter 8 s/n - 1990042056 IP: 192.168.2.100 ID#27 Inverter 9 s/n - 1990024331 IP: 192.168.2.103 ID#28 Inverter 10 s/n - 1990023972 IP: 192.168.2.108 ID#29 Inverter 11 s/n - 1990024301 IP: 192.168.2.110 ID#30 Inverter 12 s/n - 1990024186 IP: 192.168.2.106 ID#31 Inverter 13 s/n - 1990024185 IP: 192.168.2.104 ID#32</p> <p>Other important settings include TCP server to YES Also, modbus# is the unit ID listed above. Locus needs to know this as well.</p> <p>Also discovered that they do not need to have the password to make inverter level monitoring work, so passwords changed to standard: gosolar1 for installer and solar123 for user.</p> <p>visited 8/20 and found cell signal too weak for Locus meter. Also found 5 inverters in arc fault mode. All inverters needed F/W update. Password changed on all inverters, emailed SMA to get unlock codes</p> <p>visited 8/24, installed cellular booster and directional antenna and reset all inverters.</p> <p>visited 8/28 and performed FW update on all units, fine tuned directional antenna and called locus to establish monitoring. required factory reset of cellular modem and manual reprogramming by locus.</p> <p>Inverter level monitoring still needs to be set up!</p> <p>visited 10/31 and called locus to set up inverter level monitoring. Got all required info (inverter number onsite, serial number, IP address and modbus device ID#) to locus and awaiting a response from their engineering team for setup</p> <p>Visited 11/28 and got Locus on the phone again. They seemed better prepared this time and needed all of the information above verified (a few inverters had changed IP addresses on their own) and then the TCP server function had to be activated in external communication. Then it worked! Site is now good to go.</p>
CAS-15558-X9N5R9	Monitoring - Town of Camden PPA	Completed	5/1/2018	



MEMORANDUM

To: Select Board
From: Asst. Town Manager Janice Esancy
Date: July 18, 2025
Re: National Lighthouse Day awareness activities

PURPOSE

Curtis Island Lighthouse Foundation requests permission to host public educational activities on Curtis Island and the public landing.

BACKGROUND/OVERVIEW

National Lighthouse Day is celebrated annually on Aug. 7. The designation commemorates the passage of the ninth act of the first U.S. Congress, in 1789, which secured federal funding and protection for lighthouses. This day is a time to appreciate the historical significance and beauty of lighthouses, and to raise awareness for their preservation.

More information: lighthousefoundation.org/national-lighthouse-day/.

The Curtis Island Lighthouse Foundation is planning two public events to bring people to Curtis Island in recognition of National Lighthouse Day. The first will be on Thursday, Aug. 7, and the second on Saturday, Sept. 13, which is Maine Open Lighthouse Day.

The events will run from 9 a.m. to 3 p.m. Interested participants will be required to sign up in advance for a designated time slot, and participation will be limited in numbers. Foundation members and volunteers will shuttle people back and forth, on and off the island. Volunteers will also be on the island as docents to provide information and education about Curtis Island and the work of the Foundation.

Also on those dates, the Foundation is requesting permission to place a table on or near the public landing boardwalk with information about the Curtis Island Lighthouse Foundation and its work and efforts to restore Curtis Island Lighthouse.

RECOMMENDATION

Take action on Curtis Island Lighthouse Foundation's request to host two events on Curtis Island and to work with the harbormaster to find a suitable location to set up an information table on the corresponding event dates.



National Lighthouse Day – August 7th

It was on this day in 1789, that Congress approved an Act for the establishment and support of lighthouse, beacons, buoys and public piers. In Celebration of the 200th Anniversary of the signing of the Act and the commissioning of the first Federal lighthouse, Congress passed a resolution which designated August 7, 1989 as National Lighthouse Day.

The text for the original 1789 act...

An Act for the Establishment and support of Lighthouse, Beacons, Buoys, and Public Piers.



(All photos by Bob Trapani, Jr.)

Section 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That all expenses which shall accrue from and after the fifteenth day of August one thousand seven hundred and eighty-nine, in the necessary support, maintenance and repairs of all lighthouses, beacons, buoys and public piers erected, placed, or sunk before the passing of this act, at the entrance of, or within any bay, inlet, harbor, or port of the United States, for rendering the navigation thereof easy and safe, shall be defrayed out of the treasury of the United States: Provided nevertheless, That none of the said expenses shall continue to be so defrayed by the United States, after the expiration of one year from the day aforesaid, unless such lighthouses, beacons, buoys and public piers, shall in the mean time be ceded to and vested in the United States, by the state or states respectively in which the same may be, together with the lands and tenements thereunto belonging, and together with the jurisdiction of the same.



Sec. 2. *And be it further enacted*, That a lighthouse shall be erected near the entrance of the Chesapeake Bay, at such place, when ceded to the United States in manner aforesaid, as the President of the United States shall direct.

Sec. 3. *And be it further enacted*, That it shall be the duty of the Secretary of the Treasury to provide by contracts, which shall be approved by the President of the United States, for building a lighthouse near the entrance of the Chesapeake Bay, and for rebuilding when necessary, and keeping in good repair, the lighthouses, beacons, buoys, and public piers in the several States, and for furnishing the same with all necessary

supplies; and also to agree for the salaries, wages, or hire of the person or persons appointed by the President, for the superintendence and care of the same.

Sec. 4. *And be it further enacted*, That all pilots in the bays, inlets, rivers, harbors and ports of the United States, shall continue to be regulated in conformity with the existing laws of the States respectively wherein such pilots may be, or with such laws as the States may respectively hereafter enact for the purpose, until further legislative provision shall be made by Congress. *Approved: August 7, 1789*

Origin of National Lighthouse Day...

Senator John H. Chafee (Rhode Island) sponsored a joint resolution that was introduced to Congress on April 28, 1988 designating the day of August 7, 1989 as "National Lighthouse Day." The summary of the resolution stated, "Designates August 7, 1989, as National Lighthouse Day and calls for lighthouse grounds, where feasible, to be open to the public." The resolution passed the Senate on July 26, 1988 and the House (sponsored by Representative William J. Hughes, New Jersey) on October 21, 1988. President Ronald Reagan signed the Bill into public law (No. 100-622) on November 5, 1988.



In Recognition of National Lighthouse Day... by Hon. William J. Hughes

(Extension of Remarks – July 26, 1989) [Page: E2691]

HON. WILLIAM J. HUGHES

in the House of Representatives

WEDNESDAY, JULY 26, 1989

Mr. HUGHES. Mr. Speaker, I rise today to call attention to a special occasion which communities all across America will be celebrating next week. August 7, 1989, marks the 200th anniversary of the signing of the Lighthouse Act and the commissioning of the first Federal lighthouse in the United States.

In honor of those events, I was proud to sponsor a resolution last year which designated August 7, 1989, as National Lighthouse Day. The celebration next week will provide some long overdue recognition for the important role which lighthouses played in the history of our country, and the values of safety, heroism, and American ingenuity which they represent. At the same time, I am hopeful that it will encourage communities and citizens groups around the country to rededicate themselves to the protection and restoration of these historic structures.



I am proud to point out that there are three restored lighthouses in my congressional district in southern New Jersey. These three, the Cape May Point lighthouse, the Finns Point lighthouse, and the Hereford Inlet lighthouse, contribute greatly to New Jersey's beautiful coastline.

The Cape May Point lighthouse, which was first lit on October 31, 1859, was reopened to the public in 1988 after being closed for 50 years. Today, with restoration virtually complete, its light once again shines bright, giving comfort to seamen nearly 19 miles into the Atlantic Ocean.

The Hereford Inlet lighthouse was built in 1874 and is a beautiful example of Victorian architecture. Under restoration since 1982, it continues to provide North Wildwood with a valuable monument to Cape May County's maritime history.

Last, the Finns Point lighthouse, located in Pennsville, is a 113-year-old marvel. It served as an aid to navigation along the Delaware River from 1877 until 1950, when the river channel was enlarged and deepened.



Unfortunately, not every lighthouse is as lucky as these to have been adopted by a local citizens group or community. Many have fallen into disrepair and desperately need support. For this reason, I have been pleased to join with other Members of Congress in sponsoring legislation to establish the National Bicentennial Lighthouse Fund in order to provide Federal assistance for local lighthouse restoration efforts.

Mr. Speaker, the National Lighthouse Day celebration on August 7, 1989, will indeed be a special event. I hope it further

rejuvenates the spirit of these maritime institutions and the impressive restoration efforts which are now taking place in the many communities. It is important that future generations have the opportunity to learn more about and appreciate the unique role which lighthouses played in helping to build our great Nation. I hope that everyone will join me in supporting this effort in the months and years ahead. —

Present Day...

Though National Lighthouse Day is celebrated annually by lighthouse organizations nationwide, Congress has yet to designate August 7 as the date our country officially recognizes in perpetuity the importance of America's lighthouse heritage.

The original resolution was enacted by Congress in commemoration of the 200th Anniversary of the signing of the Act and the commissioning of the first Federal lighthouse – thus August 7, 1989 was designated as National Lighthouse Day, but only for that year.

Twenty-four years later, a Senate Resolution was passed in 2013 that declared August 7, 2013 as National Lighthouse and Lighthouse Preservation Day, but similar to 1989, the recognition was only for that particular year.

Over the past couple of decades, lighthouse leaders from around the country have worked tirelessly to convince Congress to permanently designate August 7 as National Lighthouse Day on America's calendar, and though unsuccessful to date, those noble efforts continue.

However, even without official recognition from Congress, the nationwide lighthouse community continues to "keep the flame" of our rich lighthouse heritage burning bright. Each year, August 7 is celebrated as National Lighthouse Day, with lighthouse groups offering the general public a host of fun-learning activities to enjoy to – including tours, cruises and presentations that pay special tribute to America's lighthouses and their grand history.





To: Select Board, Town of Camden

From: Rachel Nixon, Head of School, Children House Montessori School

Re: Lease for 58 Elm Street, Camden, ME

Date: July 14, 2025

Built in 1869, the Elm Street School has served as a place of learning and recreation for generations of children and families in the town of Camden. With its bell tower, stately presence, and community playground, the yellow schoolhouse is the iconic entrance to downtown Camden. The vibrant use of the property throughout the years has contributed directly to the well being of our coastal community. The schoolhouse is listed in the National Register of Historic Places as a contributing building in the Chestnut Street Historic District.

The Town of Camden and the Children's House Montessori School (CHMS) are entering into a lease agreement for 58 Elm Street, including the schoolhouse. CHMS has been the occupant and steward of the building and grounds for more than 20 years, since 2004, as a tenant of MSAD#28. We would like to continue providing high quality early childhood Montessori education here in town, as a tenant of the Town of Camden.

On June 10, 2025, Camden residents voted in favor of:

- Article 10- The Town of Camden accepts a quitclaim deed for 58 Elm Street, at no cost, from MSAD#28. **YES 1,982 votes; NO 282 votes (87% in favor)**
- Article 11- The Select Board enters into a Lease with Children's House Montessori School. **YES 1,966 votes; NO 237 votes (89% in favor)**

This strong show of support is heartening.

As we move towards the lease agreement, we have been reflecting on the significance of this location for the school. Children's House Montessori School believes that:

- A schoolhouse with young children playing outside contributes to a welcoming and vibrant downtown in Camden,
- Children and families walking to school is a positive occurrence in our community,
- High quality early childhood and elementary education opportunities contribute to a thriving town, now and in the future, and
- All families deserve access to high quality child care and education in Camden.

Children's House Montessori currently serves more than 100 children, ages 18 months to 9 years old, in school year and summer programs. Our mission is to cultivate curiosity, creativity, and critical thinking in young learners, while nurturing a sense of care for each other, the environment, and the world. 33% of children attending Children's House receive Tuition

Assistance; in the 2024-2025 school year, we granted \$98,207 in tuition assistance awards and received \$49,518 in reimbursement from state-funded child care subsidy programs. We contract with Child Development Services (CDS), and we partner with the MSAD#28 Special Education department, to serve children with diverse learning needs at our school.

We have discussed our mission and values with Audra Caler, Town Manager, and we believe our vision is in alignment with the Town's goals. Camden was designated a "Service Center" by the Maine State Planning Office in 1998 and again in 2013. One of the characteristics of a service center pertains to the Elm Street Schoolhouse:

"A strong sense of well-being, based on a safety, quality of life and living standards, pride of place, and a wide range of cultural, educational, and recreational resources provides a solid base for engaged citizens who participate in the many aspects of keeping the community vital and sustainable – with an eye to the past, the present, and the future of the town..."

There is a lot of pride in the historic Elm Street School as a vital community resource!

Together, over the course of several meetings with Audra Caler in May and June, we agreed upon DRAFT TERMS OF THE LEASE that represent a commitment to the care and stewardship of the building, dedication to children and families in our community, and fairness regarding owner and tenant responsibilities. Here is a summary of the key terms:

- The Lease has an initial 5-year term and automatically renews,
- Children's House needs to give the Town a 6-month written notice to terminate,
- The Town needs to give Children's House a 5-year written notice to terminate,
- Annual rent is \$20,000 to be paid in quarterly installments by Children's House,
- Children's House may request rent reduction to pay back capital improvement expenditures to the schoolhouse,
- Children's House may request rent reduction to pay back playground equipment replacements,
- Children's House will make all interior and exterior repairs and replacements that occur as a result of negligence, neglect, use or misuse,
- The Town will be responsible for routine maintenance of the schoolhouse (not due to Children's House use or misuse of the building),
- Children's House is responsible for utilities, plowing/sanding, lawn maintenance, and trash removal, with the exception of the lawn maintenance and trash removal outside of the fence,
- Children's House may choose to purchase oil through the Town's bulk purchasing program with reimbursement to the Town within 14 days,
- The Town will provide and pay for annual fire safety inspections and upgrades, and
- Children's House shall not be liable for any personal injuries or damage to the property caused by the public's use of the outdoor facilities

It is very rare for a tenant to take on the responsibility of capital improvements. Our lease with MSAD#28 was not fair; as the tenant, we installed a new boiler in 2020 (\$39,270), a new roof in 2021 (\$44,945), and upgraded the fire suppression system in 2025 (\$4,160). It is not within our mission to pay for capital improvements for a property we do not own but our hands were tied in an unfair lease with MSAD#28. In the last five years, we contributed \$88,375 towards the value of a building and its systems we do not own.

As we move enthusiastically forward with the Town of Camden, we are willing to coordinate and pay for capital improvements upfront, per the Town's request, only if we will be paid back dollar for dollar through rent reduction. We feel this is a very generous offer on our part, given that we will need to front the capital, only to be paid back over time.

We are proposing \$20,000 in annual rent because we simultaneously need to have capital available to pay for the exterior painting of the building which we anticipate will be \$20,000-30,000 per side over the next four years. It is our mission and responsibility to provide affordable early childhood Montessori education; we can pay \$20,000 in rent annually knowing that we will be paid back for the capital funds we are being asked to pay upfront.

We also feel it is fair to request rent reduction for playground equipment replacements due to the public use of the playground after hours on weekdays and weekends. In the last three years, we have spent \$6,944 on playground equipment upgrades and maintenance that have benefitted the whole community.

We are grateful for the Town's offer to include the schoolhouse in its bulk oil program. This cost reduction benefits our bottom line as we work to keep our programs accessible to local families.

Like many other early childhood programs in the area, Children's House Montessori works tirelessly to break even every year. It is our goal to keep the cost of our Montessori programs affordable and to pay our teachers and staff professional wages. We set ambitious annual fundraising goals, tap into State child care subsidy programs, receive Child Development Services (CDS) payments for qualifying students, and receive State wage supplement funding for teachers. Despite our efforts and diverse funding streams, it is difficult to keep up with the cost of living increases in the greater Camden area. It is becoming harder and harder for our families and staff to make ends meet.

We believe that the value of Children's House continuing to provide a Montessori education in the heart of Camden is significant. We welcome all children and families; we are not an elite private school. We value our community deeply and will continue to serve children and families in years to come. Montessori students go on to contribute to local schools, as well as our greater community. They are compassionate, intelligent and talented leaders who care deeply about a just world. At the recent Camden Hills Regional High School graduation, six seniors who were Children's House alumni were honored with Summa Cum Laude; the Senior Class President Charlotte Delehy was a past Children's House student and the Salutatorian, Tula Bradley-Prindiville, was as well.

In summary, we believe that the terms of the Lease that we have worked out with Audra Caler and Holly Anderson are sound. The yellow schoolhouse is a beloved resource, and as a Montessori school, we take pride in our stewardship and care of the property on behalf of the children and families we serve. We are proud of our Children's House students and alumni.

Your consideration of these terms is greatly appreciated. Together, we can do great things for our community. The attached Lease includes the final changes we are requesting before the Lease goes into the July 22 Select Board packet. They were agreed upon by Audra Caler before she left in early July.

Thank you so much.

BACKGROUND

1869. The Elm Street Schoolhouse was built as a public high school in 1869, and in future years, it also served as a public elementary school. It was owned by the Town of Camden.

1968. The Town transferred the property to MSAD#28 via a quitclaim deed for \$0. The schoolhouse continued to serve as a public elementary school until the turn of the century.

2004. The Children's House Montessori School (CHMS) sold its property on Children's Way off of Route 90 in Rockport to MSAD#28 in 2004 and became a tenant at 58 Elm Street in Camden, with a 24-year lease ending in 2028.

2014. Children's House Board members and parents began a search for a new home for the school. The terms of the lease with MSAD#28 were untenable for the non-profit school; CHMS was responsible for paying for all maintenance and repairs, as well as capital improvements, on the building. Despite the Board's best efforts, a new location was not identified.

2020-2023. 2020. During the COVID-19 pandemic, CHMS was fortunate to operate during the warmer months at an outdoor campus in Rockport, allowing its Montessori programming to continue with the benefits of a nature-based location.

2020. CHMS paid for a new boiler at 58 Elm Street (cost \$39,270).

2021-2024. CHMS Board members reinvigorated their search for a new property for the school, with a focus on a nature-based location. The school's New Location Committee looked at more than 20 properties in the greater Camden area.

2021. CHMS paid for a new roof at 58 Elm Street (cost \$44,945).

2023. MSAD#28 gave Children's House 3-year notice of termination for June, 2026. After tireless efforts to find a new location had not resulted in a future property, the school requested an extension from MSAD#28 on 12/22/23 and again on 2/11/25. MSAD#28 had begun a campaign to turn the schoolhouse into teacher housing and denied the requests.

2025. On 3/20/25, MSAD#28 announced that plans to move forward with teacher housing at 58 Elm Street were discontinued due to "higher-than-expected renovation costs." MSAD#28 would offer the property to the Town of Camden at no cost.

RESULTS OF TOWN VOTE, JUNE 10, 2025

Article 10 – The Town of Camden voted to approve acceptance of a quitclaim deed, at no cost to the Town of Camden, to obtain fee ownership of the real property consisting of land, building, and improvements located at 58 Elm Street, Camden ME, Tax Map 119 Lot 143 and Book 613 Page 245 of the Knox County Registry of Deeds, from the ME School Administrative District No. 28? Yes 1982 No 282

Article 11 – The Town of Camden voted that in the event that voters approve acceptance of the quitclaim deed for 58 Elm Street from MSAD 28 in the preceding Warrant Article, the Shall the Town vote to authorize the Select Board to enter into a Lease agreement with the Maine nonprofit corporation doing business as the Children's House Montessori School to lease the premises as a Montessori school, consistent with the Property's current and past use, on such terms as the Select Board deems appropriate, provided however, the Town shall retain the right to terminate the Lease upon no less than five (5) years' notice to the Children's House Montessori School? Yes 1966 No 237

INDENTURE OF LEASE

58 ELM STREET, CAMDEN

Agreement of Lease, made this _____ day of _____, 2025, (Effective Date") by and between the **Town of Camden**, a municipal corporation located at 3 School Street, Tenants Harbor, County of Knox, State of Maine ("Lessor"), and **The Camden Children's House Montessori School**, a non-profit corporation organized and existing under the laws of Maine, operating at 58 Elm Street, Camden, Maine 94843 ("Lessee"):

Lessor does hereby demise and lease to Lessee and Lessee does hereby take, lease and hire from the Lessor the land and building consisting of a School House, playground area, and parking area located at 58 Elm Street, Camden, ME 04843, depicted as Lot 143 on the Town of Camden Tax Map 119, and as described in a Deed recorded in Book 613 Page 245 of the Knox County Registry of Deeds.

Lessor further leases to Lessee the non-exclusive use of the parking area adjacent to the above-described land and buildings and sidewalks on the property. The School House, land (including the playground) and parking area and sidewalks shall be collectively referred to herein as the "Premises".

1. **Term.** The term of this lease shall be for an initial five (5) Year term, commencing on _____, 2025 and terminating on _____, 2030. The Lease shall automatically renew for successive terms of 5 years.

The Lessee may terminate this Lease for no cause by notice for any reason upon a six (6) month written notice, as measured from the date of receipt. The Lessor may terminate this Lease for no cause by notice for any reason upon a five (5) year written notice, as measured from the date of receipt. Paragraph 16 shall apply to terminations for cause by the Lessor.

2. **Use.** The leased Premises shall be used for the purpose of operating The Camden Children's House Montessori School, as a private non-profit school, in the same manner that it has been used for many years, including use ^{of} the exterior grounds as a playground and parking for staff and visitors. No other uses may be conducted without express written permission from the Lessor.

3. **Rent:** Upon signing of this Agreement, Lessee agrees to pay annual rent in the annual amount of Twenty Thousand (\$20,000.00) Dollars. The first quarter Rent payment shall be payable on the Effective Date, and each quarter thereafter on the same calendar date in the amount of \$ 5,000.

The Lessee may request that the rental payment due be reduced by the amount actually paid by Lessee to a third-party professional contractor(s) for capital improvements (permanent structural changes or additions to the School House that either increases its value or extends its useful life), and such a request shall not be unreasonably refused by the Lessor. Lessee shall use reputable and

Audra agreed with the following language re: the school's ability to request reducing rental payment for playground upgrades.

Given the public use of the playground, Lessee may request that the rental payment due be reduced by the amount actually paid by Lessee for playground equipment replacements, and such a request shall not be unreasonably refused by the Lessor.

experienced contractors and tradespersons. Lessee shall obtain all necessary permits prior to construction at Lessee's expense.

4. **Maintenance and Repairs.** Lessee shall provide snow removal, trash removal and lawn maintenance for the Premises. Lessor shall be solely responsible for the maintenance and upkeep of the Fisherman's Memorial currently erected on the Premises. ~~Lessee shall make all interior and exterior repairs and replacements that occur as a result of negligence, neglect, use, or misuse by Lessee. Lessor is responsible for routine maintenance of the School Building. Lessee shall make all interior and exterior repairs and replacements necessary, including and without limitation, the exterior walls, the structure and the roof, at its expense, including those that occur as a result of negligence, neglect, use, or misuse by Lessee and/or Lessee's invitees.~~ Repairs by Lessee shall only be made after it provides a written explanation for the work to be done and obtains written permission from Lessor and Lessee shall use contractors and tradespersons acceptable to Lessor, which permission shall not be unreasonably withheld by Lessor. Such exchanges regarding repairs may be conducted via email and should be with the Town Manager or his/her designee. Lessee shall obtain all necessary permits prior to the commencement of any work or maintenance obligations requiring same.

as well as lawn maintenance and the public trash can, both outside the fence.

Audra agreed to this language and deletion.

5. **Utilities, Plowing, Trash.** Lessee agrees to furnish and promptly pay for Lessee's electricity, heat, wifi/Internet, phone, cable or satellite services, cleaning of the interior, and any other utility expense. Lessee, at its expense, shall ensure all plumbing and heating systems are turned on, and there shall be no modifications of plumbing, heating, or electrical systems without Lessor's written permission, which shall not be unreasonably refused. Lessee shall be responsible for maintaining the plumbing and heating systems. Lessee shall provide all salting, sanding and plowing of the parking area. ~~Lessor shall provide for removal of solid waste at its expense, and Lessee shall maintain such barrels or containers as required by the Lessor.~~

TAKE OUT- CHMS to provide, except the public trash can noted above.

Lessee may elect to purchase heating oil through the Town's bulk purchasing program, and Lessee shall reimburse all costs to Lessor within fourteen days of receipt of each invoice.

Lessor shall schedule and provide notice of fire safety inspections on an annual basis, consistent with other Town owned properties, and Lessee shall make the premises available for inspection. ~~Lessee shall reimburse Lessor for the costs of inspection and for the costs of any remedial action required as a result of the inspection.~~

Audra agreed to taking this out.

6. **Outside storage.** No outside storage of equipment, vehicles, materials, or any other items shall be permitted, and there shall be no exterior dumpster, except as otherwise stated, unless approved by the Lessor in writing. Lessee is permitted to retain the playground storage bins located at the School House.

7. **Casualty.** In case the Premises or any part thereof during said term or extension thereof shall be destroyed or significantly damaged by fire or other unavoidable casualties so that the same shall be rendered unfit for the conduct of Lessee's business then and in such case the lease may be terminated by Lessor depending on the nature and extent of the injury sustained or shall be suspended or abated until the said Premises shall have been put in proper condition for use and

occupation by the Lessor at Lessor's cost and expense, to the extent insurance funds are available. It is agreed that if the repairs cannot be completed within one hundred twenty (120) days from the date of the damage, either Party shall have the option to terminate this Lease. In the event that the destruction of the demised Premises shall be deemed to be a total loss, then the estate hereby created shall be terminated. If the within Lease is not terminated for any of the above reasons, then the Lessor shall diligently commence making repairs so that the Lessee may once again use and enjoy the herein-demised Premises.

In the event of catastrophic damage to the property as a result of a natural disaster, repairs shall be performed as agreed upon between the parties.

8. ***Indemnification.*** Lessee shall hold harmless and indemnify Lessor against any and all claims, damages or causes of action for damages arising from Lessee's use and occupancy after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the said demised Premises and the buildings and improvements thereon during the term of this Lease. It is the intention and agreement hereby that Lessor shall not be liable for any personal injuries or damage to Lessee or its officers, agents, employees, invitees, and all persons having business with Lessee, or to any other persons or to any occupant of any part of the demised Premises, or for any personal injury or damage to any goods, wares, merchandise or property of Lessee, irrespective of how the same may be caused, whether from action of the elements or occupants of the adjacent properties, excepting however, the negligence or intentional misconduct of Lessor. However, Lessee shall not be liable for any personal injuries or damage to the property caused by the general public's use of the outdoor facilities. Lessee shall not be liable for damages or injuries caused by the undersigned Lessor, its employees, officers or agents.

9. ***Sublease and Assignment; Liens by Lessee.*** Lessee may NOT assign or sublet the demised Premises or any part thereof for the purposes herein permitted or for any other lawful business, unless Lessor provides express written consent for the same, in Lessor's sole discretion. Any such subletting shall not relieve Lessee from the obligations hereunder for the entire Premises.

If any lien shall be filed against Lessee which encumbers the Premises, Lessee shall cause the lien to be discharged within thirty (30) days, or this Lease may be terminated within seven (7) days' notice by Lessor. Thereafter, the Lessor may make all efforts to remove said lien allowed by law, including seeking relief from a court of competent jurisdiction, and may thereafter recover all costs, legal fees, losses, settlement amounts or damages related to removal of said liens from the Lessee.

10. ***Right of Lessor to Enter.*** Lessor may enter the demised Premises during all reasonable business hours to inspect the same upon twenty-four (24) hours' notice. For emergency situations, the Lessor may enter on an immediate basis.

11. ***Lessor's Warranties.*** Lessor hereby certifies and represents that it has full right and authority to make and execute this Lease, and further certifies and represents that the demised Premises are at the time of the entering into this Lease free and clear of any liens and other

encumbrances (except any mortgage to an accredited lending institution or real estate taxes) which, if proceeded upon, could or might divest this Lease.

12. ***Quiet Enjoyment.*** Lessor covenants and agrees with Lessee that upon Lessee's obligations for repair, maintenance and being open to the public, and performance of all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid. It is understood however, Lessor's liabilities under this clause shall be only for the period during which it shall be the owner of the demised Premises. Lessee shall insure the quiet enjoyment of the public and neighboring properties for any unreasonable noise, disturbance of activity on the Premises related to Lessee's use or occupation.

13. ***Subordination.*** This Lease and all of the rights of the Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages or bond hereinafter placed on the demised Premises or any part thereof by Lessor, except that the Lessee's personal property or trade fixtures may not be the subject of any lien or mortgage.

Such subordination shall be automatic; if, however, a written subordination agreement is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same and in the event of failure to do so, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Lessee, and Lessee hereby irrevocably constitutes Lessor its attorney-in-fact for such purpose. Alternatively, failure by Lessee to execute said subordination agreement shall be deemed a substantial breach of this Lease.

14. ***Surrender.*** On the termination of Lessee's occupancy, the Premises shall be surrendered in the condition in which Lessee is hereby required to maintain the same. In the event Lessee shall for any reason remain in possession after the expiration of either the term hereby granted or any renewal or extension thereof (except pursuant to such renewal or extension), or after the date specified in any notice of termination given by either Lessor or Lessee, such possession shall be as a month-to-month tenant during which time Lessee's liability shall be limited to payment of a monthly rent equal to that accruing during the last month of the preceding term. All improvements to the Premises by Lessee shall become the sole property of the Lessor upon termination of this Lease, at no cost to Lessor, unless reasonable reimbursements were agreed upon by Lessee and Lessor at the time of installation of the improvements.

15. ***Lessee's Covenants.*** Lessee agrees to quit and deliver up the Premises to the Lessor or its representatives peaceably and quietly at the end of said term or extensions hereof, free and clear of all Lessee's personal property and equipment; that it will not suffer to be made any alterations therein without the written consent of the Lessor; that it will not make or suffer any waste, or any unlawful, improper, unreasonably noisy or offensive use of the Premises, as such may be seen or heard from the boundary of the Premises herein leased. Lessee further covenants that (1) it will not transfer its interest under this Lease or its right to possession of the whole or any part of the demised Premises to any other firm, person or persons including but not limited to any prior holder of such interest or right to possession, (2) neither any waiver of the foregoing restriction or any portion of same by the Lessor nor any consent by the Lessor, express or implied, to any such

transfer shall constitute a waiver or consent in any other instance, (3) each subsequent holder of such interest or right shall be bound by the foregoing restriction, notwithstanding such prior consent or waiver and notwithstanding the fact that such holder may have acquired such interest or right from or through a prior holder by voluntary transfer from it, by operation of law or otherwise, (4) provided any such transferee shall assume and agree to perform the Lessee's obligations thereunder by written instrument in form acceptable to Lessor, and without releasing the liability of Lessee hereunder, and (5) strictly abide by and conform to all terms, conditions and restrictions described in Schedule A. As used in this paragraph, "transfer" shall apply to absolute transfers as well as transfers by way of security, and shall include but not be limited to an assignment of the whole or any part of the Lessee's interest, hereunder and any sublease, license, use, benefit or enjoyment of or in the demised Premises or any part of same.

16. ***Default by Lessee.*** In the event that the Lessee shall default any material term or condition of this Lease, and such default shall continue for thirty (30) days after written notice from Lessor to Lessee to cure same; or in the event that Lessee shall default in the performance of any covenant, promise or agreement herein set forth and contained for the Lessee to keep and perform hereunder and such default shall continue for thirty (30) days after the Lessor shall have notified the Lessee in writing of the existence of such default; or if the Lessee is adjudicated a bankrupt; or if whether voluntarily or involuntarily, the Lessee takes advantage of any debtor relief proceeding under any present or future laws whereby the rent or any part thereof is or is supposed to be reduced or payment thereof deferred; or if the Lessee makes an assignment of the Lease Estate or any aspect thereof for the benefit of its creditors; and if the leased Premises or Lessor's fixtures shall be levied upon or attached under process due to a creditor of the Lessee, and the same is not satisfied or dissolved within thirty (30) days after written notice from the Lessor to the Lessee to obtain satisfaction or dissolution thereof; then, and in any of such events, (said events hereinafter referred to as "events of default") the Lessor shall have the right to:

a) Enter upon and take possession of the leased Premises without further notice, as the Lessee's agent and without terminating this Lease, but terminating the term, and re-rent the Premises without advertisement and by private negotiations and for any term the Lessor deems proper. The Lessee shall thereupon become and thereafter be liable and indebted to the Lessor for and, upon demand then or from time to time thereafter made, shall promptly pay all liens, debts or obligations that occur during Lessee's occupancy; or

b) Enter upon and take possession of the Premises forthwith without any notice to Lessee and cancel and terminate the term of this Lease Agreement by notice in writing to the Lessee; and if such notice shall be given, all rights of the Lessee of the use and occupancy of the said Premises shall terminate as of the date set forth in such notice and the Lessee will at once surrender possession of the Premises to the Lessor and remove all of the Lessee's effects therefrom and the Lessor may forthwith re-enter the Premises and repossess itself thereof. No termination of this Lease prior to the normal expiration thereof shall affect the Lessee of Lessor's obligations under the Lease, other than such rights specifically terminated due to default.

c) Commence a civil Forcible Entry and Detainer action in court pursuant to 14 M.R.S. 6001 et seq. and Rule 80 D of the Maine Rules of Civil Procedure. In such event, Lessor may recover and Lessee shall be responsible for all Lessor's legal fees, costs, and expenses related

to the Forcible Entry and Detainer process.

d) The rights herein provided for are cumulative to and not restrictive to any other and further rights provided by law; and no delay or failure of the Lessor to exercise any rights herein or by law provided, or to insist upon strict compliance by the Lessee with the terms and provisions hereof, shall constitute a waiver of the Lessor's right thereafter to exercise and avail itself of said right or thereafter to demand strict compliance by the Lessee with the terms and provisions hereof.

e) In addition to the above and in the event of default, Lessee shall be liable for the payment of all of Lessor's reasonable legal fees for provision of default notices and termination/eviction proceedings, advertising costs to re-rent the Premises, costs of experts and appraisers, costs of collection of rent and all other expenses necessary to enforce Lessee's covenants hereunder.

16A. **Default by Lessor:** In the event that the Lessor shall default any material term or condition of this Lease, and such default shall continue for thirty (30) days after written notice from Lessee to Lessor to cure same; or in the event that Lessor shall default in the performance of any covenant, promise or agreement herein set forth and contained for the Lessor to keep and perform hereunder and such default shall continue for thirty (30) days after the Lessee shall have notified the Lessor in writing of the existence of such default, then in that event the Lessee shall have remedies available at law or equity to make Lessee whole for its actual damages; provided however, said remedies shall not include compensatory, punitive, or future damages predicated on revenues, grants, donations or other forms of future compensation.

17. **Notices.** Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, shall be given or made by a party hereto, shall be in writing, and may be given by certified or registered mail sent to the other party at the address of its principal office hereinabove mentioned, or to such other address as such party may from time to time designate by notice.

18. **Liability and Casualty Insurance; Personal Property Insurance.** Lessor shall insure the Premises against fire or casualty loss and general liability by an insurance policy in the amount it deems appropriate. Lessee shall be solely responsible to insure all personal property owned by Lessee. Lessee shall insure the premises for general liability in the amount of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate and shall name the Town as an Additional Insured.

19. **Compliance with Laws.** Lessee further agrees to comply with all laws of the United States, State of Maine, all ordinances of the Town of Camden, and all other lawful rules, orders, regulations, or statutes of any federal, state, or local authority, and not to make or allow to be made any improper or offensive use of the demised Premises. AT NO TIME SHALL LESSEE BRING ANY HAZARDOUS MATERIALS ONTO THE PREMISES OR DISPOSE OF THE SAME IN ANY WAY ON THE PREMISES.

20. **Signs.** Lessee may, upon obtaining any necessary permits from governmental and municipal authorities, erect and maintain at its own expense, from the date of execution hereof throughout the duration of this Lease, signs of such dimensions and materials as it may desire, provided, however, no sign shall exceed the size permitted by the ordinances of the Town of

Camden for the leased location size. Location and placement of the sign shall be by agreement with Lessor, which shall not be unreasonably withheld.

21. ***No Oral Modification.*** This Lease may not be modified except by an instrument in writing, signed by the parties hereto, their heirs, legal representatives, successors or assigns.

22. ***Successors Bound.*** The covenants and agreements contained in this Lease shall inure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, and successors. Lessee shall have no right to assign this Lease to any person.

23. ***Severability.*** If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. ***Jurisdiction and venue:*** Any dispute as to the terms and conditions of this Lease shall be resolved in the Knox County Superior Court, applying Maine law.

25. ***Recording.*** Neither this Lease nor any Memorandum hereof shall be recorded in the Knox County Registry of Deeds.

In witness whereof, we set our hands and seals this _____ day of June, 2025

LESSOR: TOWN OF CAMDEN

Witness

By: Audra Caler, Town Manager,
Duly Authorized

**LESSEE: THE CAMDEN CHILDREN'S
HOUSE MONTESSORI SCHOOL**

Witness

By: _____
(Printed Name and Capacity)

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 15th day of June, 2004, by and between MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 28, a Maine school administrative district with an address at P.O. Box 1267, Camden, Maine 04843 (hereinafter the "Lessor"), and THE CAMDEN CHILDREN'S HOUSE MONTESSORI SCHOOL with an address at P.O. Box 1106, Rockport, Maine 04856 (hereinafter the "Lessee").

ARTICLE I Property Subject to Lease

In consideration of the mutual covenants and agreements contained herein and in consideration of the rental paid hereunder by the Lessee, the Lessor leases to the Lessee the Lessor's Elm Street School property located on Elm Street, Camden, Knox County, Maine, being more particularly described as follows:

Those premises conveyed by the Inhabitants of the Town of Camden to School Administrative District No. 28 by deed dated May 27, 1968 and recorded in the Knox County Registry of Deeds in Book 613, Page 245, together with any buildings, fixtures and improvements thereon, including the lofts in two classrooms, excepting and reserving all matters of record.

ARTICLE II Public Use

Lessee shall use good faith efforts to allow reasonable public access to the playground area of the leased premises during times when the Lessee is not using it for its own purposes, provided that Lessee is able to obtain liability insurance at a commercially reasonable cost protecting Lessee and Lessor against third party claims arising out of such use, and further provided that in Lessee's judgment such public access does not cause undue wear or misuse of playground equipment. Lessee shall establish rules and hours for such use, including appropriate supervision of minors by their parents or guardians and responsibility for damage or destruction.

ARTICLE III Term of Lease

The term of this Lease shall be for four (4) years, commencing June 15th, 2004, subject to extension as set forth below.

ARTICLE III-A

Termination By Lessee

Lessee shall have the right to terminate this Lease, effective on any June 30 during the Lease term or extended Lease term, provided Lessee has given Lessor at least six months' prior written notice to Lessor. Such right of termination shall not relieve Lessee of any of its obligations hereunder prior to the effective date of such termination, including without limitation Lessee's maintenance, repair and replacement obligations.

ARTICLE IV

Term Extension

At the conclusion of the first Lease year and of each of the nineteen (19) succeeding Lease years and, as applicable, Lease extension years, the term of this Lease shall be automatically renewed for one (1) additional year, unless Lessor has delivered to the Lessee a written notice of non-renewal, so that if no such notice of non-renewal is delivered, the four year initial term hereof may extend for up to an additional twenty (20) years. If Lessor elects to deliver such notice of non-renewal, however, this Lease shall terminate at the end of the third Lease year following the Lease year in which such notice of non-renewal is delivered. Lessor agrees that it shall exercise such non-renewal right only upon approval of the legislative body of Lessor. In the event of the exercise of such right, Lessor shall pay Lessee, as of the effective date of such non-renewal, the amount set forth in Article VIII, Condition of Leased Premises.

ARTICLE V

Rental

The Lessee agrees to pay an annual rental for the leased premises in the amount of Twenty Thousand Dollars (\$20,000) for the first Lease year. The annual rental for each succeeding Lease year shall be increased as provided below. The annual rent for each Lease year shall be paid in advance at commencement of each such Lease year. All rent shall be payable without right of setoff or abatement except as herein expressly provided.

The annual rental for each Lease year after the first Lease year shall be increased by an amount equal to the yearly percentage change in the rate of the U.S. Consumer Price Index to all U.S. consumers, all items (1982 through 1984=100), as published by the Bureau of Labor Statistics for the most recent available month preceding the commencement of each Lease year as compared with such month in the preceding year. In no case, however, shall the annual rent in any Lease year be less than the annual rent in the prior Lease year.

In the event the Bureau of Labor Statistics ceases publishing the index, or materially changes the method of its computation, the Lessor and the Lessee shall accept comparable statistics on the purchasing power of the consumer dollar as published at the time of such discontinuance or change by the Bureau or other applicable governmental department.

ARTICLE VI Surrender of Premises

At the termination of this Lease, the Lessee shall quit and surrender the leased premises in as good order and condition as when the leased premises were received, together with all improvements and fixtures thereon, with the exception of reasonable wear and tear and with the exception of damage caused by fire or other caused beyond the control of the Lessee.

ARTICLE VII Compliance With Statutes; Use

The Lessee's use of the leased premises shall at all times comply with all applicable governmental statutes, ordinances, and regulations. Lessee shall use the leased premises solely for a private Montessori School. Lessee shall not handle, store or dispose of any hazardous or toxic waste or substance on the leased premises or any substance prohibited by applicable government authority.

ARTICLE VIII Condition of Leased Premises

The Lessee acknowledges that the Lessee has had full opportunity to inspect and conduct tests on the leased premises, and accepts the same "as is" including without limitation any latent defects or conditions. Lessor makes no representation regarding the condition of the leased premises, the existence or non-existence of any defects to the leased premises or the suitability of the leased premises for Lessee's purposes.

All material structural alterations (other than repairs to maintain existing structures in their current condition) of a value of Five Thousand Dollars (\$5,000) or more shall require the written approval of the Lessor, which approval shall not be unreasonably withheld.

The Lessee at its own expense shall keep the leased premises in good condition, maintenance and repair, and in compliance with all applicable laws. The Lessee shall be solely responsible for the repairs and maintenance of all buildings, building systems and improvements on the leased premises, including without limitation repair of any

structural defects, whether interior or exterior; the exterior paint and trim; the foundation, roof, chimney, gutters, landscaping, lawns and parking areas. The Lessee shall also be responsible for the maintenance, repair and replacement of all building systems, including the heating, plumbing, and electrical systems, and including the boiler. The Lessee shall be solely responsible for snow and ice removal from all walkways, parking areas, and drives, and for any landscaping and grounds maintenance and repair, including any play areas.

In the event Lessee has with Lessor's written approval (not to be unreasonably withheld as provided above) made capital expenditures in fulfillment of its obligations under this Article VIII, and thereafter Lessee exercises its right on non-renewal so that the term of this lease terminates prior to the end of the twenty-fourth Lease year, Lessor shall pay Lessee on such termination date an amount equal to the remaining value of such capital expenditures, depreciated on a straight line basis over the lesser of fifteen years or the usable life of such capital item or items. Nothing contained herein shall obligate Lessor to Lessee for such capital expenditures in the event of Lessor's termination for default, Lessee's termination, or the termination of this Lease at the end of the twenty-fourth Lease year.

ARTICLE IX Utilities

The Lessee shall pay the cost of all utilities serving the leased premises, including but not limited to heat, water, sewer, telephone, electricity and cable.

The Lessee shall also arrange for removal of the Lessee's trash and rubbish, at the Lessee's expense.

ARTICLE X Signage

The Lessee may place a sign or signs on the exterior of any building on the leased premises, in a location and in a size and form to be approved by the Lessor, which approval shall not be unreasonably withheld. The Lessee shall bear the expense of maintenance of such sign(s). Any such sign(s) shall conform with all zoning regulations and other ordinance regulations of the Town of Camden.

ARTICLE XI Risk of Loss

All personal property placed, from time to time, upon the leased premises by the Lessee shall be at the sole risk of the Lessee, and the Lessor shall not be liable for damage which may be caused to the leased premises or to any personal property thereon

by the bursting or leaking of, or condensation from, any plumbing, cooling or heating pipe or fixture; or for any damage caused by fire, wind destruction or other weather condition or event.

In addition, the Lessee shall maintain throughout the term of this Lease insurance coverage on the Lessee's personal property located on the leased premises.

ARTICLE XII

Indemnity; Liability Insurance

The Lessee agrees to indemnify and hold harmless the Lessor from and against any liabilities, claims, demands, causes of action, costs and expenses (including court costs and attorneys' fees) asserted against or incurred by the Lessor, arising out of or in connection with the Lessee's operations or activities under this Lease, or the Lessee's possession, occupancy or use of the leased premises under this Lease ("Claims") including without limitation Claims for bodily injury, death, or property damage occurring upon or about the leased premises, and including without limitation Claims alleging negligence on the part of Lessee, its officer, directors or employees. This indemnification and hold harmless obligation shall survive the termination of this Lease and shall include Lessor's attorneys' fees and court costs in enforcing this indemnification agreement.

The Lessee shall provide liability insurance for the leased premises and in connection with the indemnification provision set forth above. The Lessee shall maintain general liability insurance on the leased premises throughout the term of this Lease. The Lessee shall provide such liability insurance on the leased premises with coverage amounts and minimum limits of liability no less than One Million Dollars (\$1,000,000) for each incident and Two Million Dollars (\$2,000,000) aggregate.

Each policy of insurance, or a certificate thereof, required under the terms of this Lease shall be deposited promptly with the Lessor at the commencement of this Lease. In the event of renewal of such policy, the policy or certificate thereof shall be deposited with the Lessor no less than ten (10) days prior to the expiration date of the expiring policy. All such insurance policies shall provide that such policies shall not be amended or canceled without at least ten (10) days prior written notice to the Lessor, and shall name the Lessor and the Lessee as parties insured.

The Lessee agrees that the Lessor and the Lessee shall review the sufficiency of insurance coverage for the protection of the Lessor every three (3) years throughout the term of this Lease. Following such review, and upon request by the Lessor, the Lessee shall adjust the amounts and coverage of such liability insurance in accordance with the Lessor's request.

ARTICLE XIII
Property Damage Insurance

The Lessor shall maintain throughout the term of this Lease a policy or policies of casualty insurance (including coverage for fire casualty) in an amount of coverage equal to one hundred percent (100%) of the replacement cost of improvements on the leased premises. Such casualty insurance policies shall indemnify the Lessor and the Lessee, as their interests may appear, against damage to or destruction or loss of improvements on the leased premises; and such casualty insurance policies shall include the Lessee as an additional named insured under the terms of the policies. The cost of all such policies shall be reimbursed by Lessee to Lessor as additional rent within 30 days of Lessor submitting to Lessee an invoice for same.

In the event that the Lessee causes improvements in the leased premises which increase the value of the leased premises or the improvements thereon, then the Lessee shall deliver written notice to the Lessor of the nature and cost of any such improvements. In the event that the Lessor receives such written notice of improvements, then the Lessor shall cause an adjustment in the replacement cost coverage of the insurance policies in order to increase the coverage to reflect the replacement cost of such improvements.

Under no circumstances shall the Lessor be deemed to have breached the agreements contained herein concerning maintenance of policies of casualty insurance and the Lessor shall not be considered to be in default of its obligations hereunder so long as the Lessor obtains insurance coverage in accordance with the provisions set forth in this Lease. In the event that the Lessee does not provide written notice to the Lessor of improvements then the Lessor shall not be considered in default under the terms of this Lease in the event that the policy coverage remains at the amount of coverage which had been previously established by the Lessor and the Lessee.

If the leased premises shall be damaged by fire or other casualty during the term of this Lease, the Lessor, subject to the limitations set forth herein, shall repair the same as soon as reasonably practical after notice to the Lessor of such damage, due allowance being made for any delay resulting from adjustment of the loss or any other cause beyond the Lessor's reasonable control; provided, however, that the Lessor shall not be required to repair or replace any furniture, furnishings, or other personal property which the Lessee has placed on the leased premises, or improvements by Lessee which Lessee has not notified Lessor of under this article.

The Lessor agrees that any proceeds of insurance payable to the Lessor as a result of damage or other casualty to the leased premises during the term of this Lease shall be applied to restore the leased premises to the condition of such improvements prior to such damage or casualty, but this obligation on the part of the Lessor shall not exceed the

amount of any insurance actually paid to the Lessor by virtue of that damage or casualty, net of any legal fees or other costs of Lessor in procuring such insurance proceeds. ("Net Insurance Proceeds"). The Lessee may contribute additional money to pay for such cost of demolition and/or reconstruction which exceeds the Net Insurance Proceeds. Nothing contained in this Lease shall imply, in any way, that the Lessor shall be obligated to contribute funds to the demolition and/or reconstruction of the building or to pay for any such cost in excess of the Net Insurance Proceeds.

In the event that the building on the leased premises is so damaged that the building must be demolished and reconstructed, or otherwise substantially reconstructed, and in the further event that the cost of such demolition and/or reconstruction exceeds the Net Insurance Proceeds resulting from the destruction of the leased premises, then the Lessee may terminate this Lease by notifying the Lessor within a reasonable time of such election to terminate the Lease. In the event of such election to terminate, the rental shall be equitably adjusted up to the time of such fire or other casualty if the leased premises are so completely damaged.

ARTICLE XIII-A Waiver of Subrogation

Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Lessor and Lessee agree that with respect to any loss covered by insurance then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result.

ARTICLE XIV Taxes and Assessments

The Lessee shall pay any and all personal property taxes that may be imposed upon Lessee's property located on the leased premises, as well as all real property taxes assessed on the leased premises and all municipal water, sewer, rubbish removal or other charges as applicable.

ARTICLE XV Default Clause

Lessee shall have breached this Lease and shall be in default hereunder if (1) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary

proceedings are instituted against Lessee under any bankruptcy act, (3) Lessee fails to pay rent when due, or (4) Lessee fails to perform or comply with any of the covenants or conditions of this Lease and such failure, in the case of nonpayment of rent continues for a period of fourteen (14) days, and in such other cases continues for a period of sixty (60) days, after receipt of notice thereof from Lessor. Lessor shall be reimbursed for any attorney's fees in exercising any of its remedies in the event of Lessee's default.

In the event of a breach of this Lease as set forth in this Article, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title and interest of Lessee hereunder by giving to Lessee not less than fourteen (14) days notice in writing of the cancellation and termination. On expiration of the time fixed in the notice, unless Lessee shall have fully cured the breach, this Lease and the right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined, but Lessee's obligations to payment of rent and other charges hereunder shall continue.

2. Lessor may elect, but shall not be obligated to make any payment required of Lessee herein and to perform any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the leased premises for such purpose and to remain until such performance is completed and the cost thereof shall be immediately due from Lessee to Lessor in addition all other payments and charges provided for herein, but any expenditure for correcting or remedying by Lessor shall not be deemed to waive or release Lessee's default or Lessor's right to take any action as may be otherwise permissible hereunder in the case of any default.

In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all reasonable expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under any new Lease agreement and the rent installments and other payments that are due for the same period under this Lease.

Lessor shall have the right to apply the rent received from reletting the leased premises (1) to reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent, (2) to pay expenses of the reletting and alterations and repairs made, (3) to pay rent and other payments due under this Lease, or (4) for payment of future rent and other payments under this Lease as they become due.

If the new lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as

provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period and before the end of that period. Lessor may at any time after a reletting terminate the such lease for any breach and subsequently relet the leased premises.

In the event of a breach, Lessee shall be liable for all Lessor's attorney's fees and court costs as a result of Lessor's enforcement of its rights herein.

Lessee covenants that in case of any termination of this Lease, then at the option of the Lessor, the Lessee shall indemnify the Lessor from and against any loss or damage sustained by reason of termination however caused. Lessor's damages hereunder shall include, but shall not be limited to: any loss of rent; reasonable broker's commission for the reletting of the leased premises; advertising costs; reasonable cost of cleaning and repainting the leased premises in order to relet the same; moving and storing charges incurred by Lessor in moving the Lessee's belongings pursuant to eviction proceedings; legal costs and reasonable attorney's fees incurred by the Lessor in collecting any damages hereunder, in obtaining possession of the leased premises by summary process or otherwise and in exercising any other remedy hereunder. The Lessor shall be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

ARTICLE XVI Damage to Leased Premises

The Lessee shall not cause any damage or waste of the leased premises.

The Lessor, its employees and agents, retain the right to enter the leased premises to view said premises and to make improvements thereon, upon reasonable notice to the Lessee.

ARTICLE XVII Assignment of Lease, and Subletting

This Lease shall not be assignable, and the leased premises shall not be sublet by the Lessee.

ARTICLE XVIII Miscellaneous

(a) This Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

(b) Any notice relating in any way to this Lease shall be in writing and shall be deemed delivered or sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed as follows:

To Lessee: The Children's House Montessori School
P.O. Box 1106
Rockport, Maine 04856

To Lessor: Maine School Administrative District No. 28
c/o Office of the Superintendent of Schools
P.O. Box 1267
Camden, Maine 04843

and such notice shall be deemed delivered when so posted in the case of notice by registered or certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Lease are for convenience of reference only and are of no independent legal significance.

(d) This Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Lease, which alone fully and completely expresses their entire agreement.

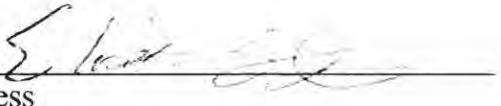
(f) This Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Lease may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures. Both a faxed Lease containing either original or faxed signatures of all parties, and multiple counterparts of the same Lease each containing separate original or faxed signatures of the parties, shall be binding on them.

(g) It is expressly understood and agreed that time is of the essence in respect of this Lease.

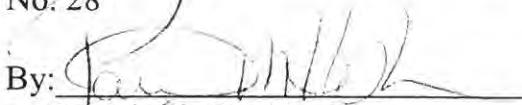
(h) If any term or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(i) This Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as a sealed instrument on the date and year first-above written.

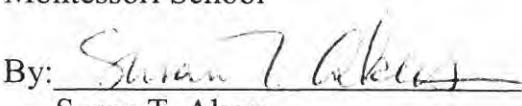

Witness

Maine School Administrative District
No. 28

By: 
Patricia A. Hopkins,
Superintendent of Schools


Witness

The Camden Children's House
Montessori School

By: 
Susan T. Akers,
President