

**City of Sanford
City Council
Municipal Operations & Property Sub-Committee**

**City Manager's Conference Room
Tuesday, April 26, 2016
9:00 A.M.**

AGENDA

"This is a work session of the "Municipal Operations & Property Sub-Committee" and not a business meeting of the City Council. The meeting is open to the public but is not a public hearing. The Chairperson shall conduct the work session with the Committee Members and may elect to call upon the public in attendance for either questions or to obtain input and information. All work products will be developed by consensus and forwarded as advisory to the full Council for any matter warranting legislative action by the City Council at a business meeting so posted and assembled."

- 1. Public Works –**
 - Vibratory Soil Compactor**

- 2. Airport–**
 - Review Business Plan**
 - Ranger Solar Land Lease**
 - FAA Land Lease Letter**

- 3. Other Business –**

- 4. Adjourn**

Next Meeting: Tuesday, May 10, 2016 @ 9:00 a.m.



City of Sanford, Maine
Public Works Department
919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4150 FAX (207) 324-9166



April 26, 2016

Steven R. Buck
City Manager
City of Sanford and Village of Springvale
919 Main Street
Sanford, Maine 04073

RE: Recommendation of Vibratory Subgrade Compactor

Dear Steve,

The Department of Public Works has identified through the Fleet Management Program and the Roadway Maintenance Program; the need for a Vibratory Subgrade Compactor for the purpose of achieving adequate roadway subgrade and ditch compaction.

Required items received include:

- Written offer of price and conditions (approved by the Director of Public Works or designee);
- Technical Details and/or Specifications (approved by the Director of Highways or designee);
- Completed vehicle/equipment inspection sheet (approved by the Garage Maintenance Supervisor or designee);
- Completed Vehicle/Equipment Evaluation Forms (Appendix C).

Additionally, Milton CAT proposes to perform an oil and filter change for the unit at a cost not to exceed \$2,000.00 (see attached correspondence).

The total proposed price of the 2005 CAT Vibratory Soil Compactor is \$32,800.00 from Milton CAT of Scarborough, Maine. The Department's not-to-exceed used budget was \$100,000.00. For comparison, the Department expended \$6,000.00 from Roadway CIP for rental of a Vibratory Soil Compactor similar to this make/model in the summer of 2015.

The Department recommends funding this purchase through the CIP funding line 501619: PW Equipment.

Sincerely,

Matthew E. Hill, P.E.

Cc: S. Lord, R. Champlin, D. Cabana, N. LeBrun, P. Smith, J. Goodwin, A. Burbank

Milton



PURCHASE ORDER

3/18/16

ORDER DATE

SOLD TO: CITY OF SANFORD MAINE

D/B/A: _____

ADDRESS: 156 SCHOOL ST

CITY, STATE, ZIP: SANFORD, ME 04073

PHONE#: _____ CELL#: _____

FAX#: _____ EMAIL: _____

INVOICE TO CUSTOMER #: 6005800 P.O. # _____

SHIP TO ADDRESS: _____

CITY, STATE, ZIP: _____

CUSTOMER #: 6005800

FOB: SCARBOROUGH, ME

SELL PRICE \$ 28,000**

TRADE-IN ALLOWANCE \$ _____

NET BALANCE \$ 28,000**

SALES TAX \$ EXEMPT

FREIGHT \$ 2,800**

TOTAL DUE \$ 30,800**

DOWN PAYMENT \$ _____

PAYOFF AMOUNT \$ _____

BALANCE \$ _____

DESCRIPTION	
MAKE <u>AA</u>	SERIAL # <u>DAR00251</u>
MODEL <u>CS-323L</u>	ID # _____
<u>2005 APPROX 1700 HRS</u>	

ATTACHMENTS: _____

CONDITION: AS IS NEW PRODUCT WARRANTY: _____

TRADE IN Make: _____ Model: _____ Year: _____ Serial #: _____ Allowance \$ _____

DESCRIPTION: _____ Customer #: _____ Salesman # _____

TRADE IN Make: _____ Model: _____ Year: _____ Serial #: _____ Allowance \$ _____

DESCRIPTION: _____ Customer #: _____ Salesman # _____

For Office Use Only	
Date Shipped _____	Finance Rep _____
Frt. Chg. Code (TRA, CPU, DNC) _____	
CSA or TM&R _____	
Rental Conversion / Reverse Months _____	
Competition _____	

FINANCING TERMS: (SUBJECT TO CREDIT APPROVAL)
 SMI FINANCING CAT FINANCING

NET CASH UPON RECEIPT OF INVOICE

SEE INSTALLMENT SALE CONTRACT

OTHER

SKIP PAYMENTS: _____

PAYABLE AS FOLLOWS: _____

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

SELLER

SOUTHWORTH-MILTON, INC.

PURCHASER

BY: J. B. Hill G-1-48-04
(SALES AGENT) DIV/TYPE/##/STORE

PRINT: _____

ACCEPTED BY: _____
(BRANCH OR SALES MANAGER)

BY: **X**

Matthew E. Hill

From: Michalak, Geoff <Geoff_Michalak@miltoncat.com>
Sent: Thursday, April 14, 2016 4:36 PM
To: Matthew E. Hill
Subject: CS323 Labor

Matt,

I talked briefly with the shop they figured briefly a full day in part of the next for time to do the following:

1. Change All Fluids and Filter.
2. Remove and Install new grill.
3. Change out 2 batteries.

\$ 1200.00 in labor.

Please note that the service is not really required this year, my guess is in terms of hours you would need to do it sometime in the late spring.

The batteries may have been recently changed I am not really sure, if they were then this would not be required. Unfortunately we do not paint at the Scarborough location many customer just use a paint roller to paint the machine and apply new decals. I have a friend who paints machines at times, I will see what his ball park cost would be for labor, and send in another email.

Geoff Michalak
Corporate Parts Training Manager
Office: 207-885-8036
Cell: 207-415-4074

Milton Cat
16 Pleasant Hill RD
Scarborough, ME
04074

Milton



QUOTATION

QUOTATION SQ00053957-1
 QUOTATION DATE 04/13/2016
 VALID UNTIL 05/13/2016

BILL TO

City of Sanford DPW
 Highway & Sanitation
 156 School St
 Sanford, ME 04073
 USA

SHIP TO

Milton Cat Warehouse - Scarborough
 16 Pleasant Hill Road
 Scarborough, ME 04070
 USA

INVOICE ACCOUNT	ORDER ACCOUNT	CUSTOMER REFERENCE	CUSTOMER PO #	STORE	PAGE	
6005800	6005800			Scarborough - Parts	1 of 1	
SALESMAN	SHIP VIA	CARRIER ACCOUNT	TERMS	DIVISION	WAREHOUSE	
Michalak, Geoff	P-PICKUP		Charge - Net10 Prox		04	
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT NUMBER	MILTON CAT EQID	SMU	
QTY	ITEM	DESCRIPTION	RETURNABLE	UNIT PRICE	DISCOUNT	EXTENDED PRICE

1	6I1450	Element	Yes	26.71	10 %	24.04
1	6I1451	Element	Yes	25.86	10 %	23.27
1	1R1804	Element As	Yes	15.14	10 %	13.63
1	7W2326	Filter A	Yes	10.73	10 %	9.66
1	1920156	Element	Yes	72.93	10 %	65.64
1	1G8878	Filter	Yes	57.43	10 %	51.69
6	2388648	ELC Premix 50/50 1Gal	No	12.56		75.36
4	3096931	HYDO Advanced 10 5Gal - replaces - 8T9580	No	90.80	10 %	326.88
1	340136-6-112	SUMMIT SYNGEAR SH 7220 1 GAL -	No	59.63		59.63
1	8T9582	GO 80W-90 5Gal	No	104.56	10 %	94.10

Oil sample test kits + \$100
Labor + \$1,200

Quote Amount	743.90 \$2,043.90
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Milton CAT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

CS323C CP323C

Vibratory Soil
Compactors



Cat® 3054C Diesel Engine

Gross Power	62 kW	83 hp
Drum Width	1270 mm	50"
Centrifugal Force	66.8 kN	15,000 lb
Vibratory Frequency	35 Hz	2100 vpm

Operating Weight

CS323C	4390 kg	9,680 lb
CP323C	4620 kg	10,190 lb

CS323C and CP323C Soil Compactors

Ideally-sized for small compaction jobs or working in tight areas such as trenches or job sites with limited space.

Vibratory System

An industry-proven eccentric weight design combined with high amplitude and frequency delivers superior compaction in the fewest number of passes.

Page 4

Engine

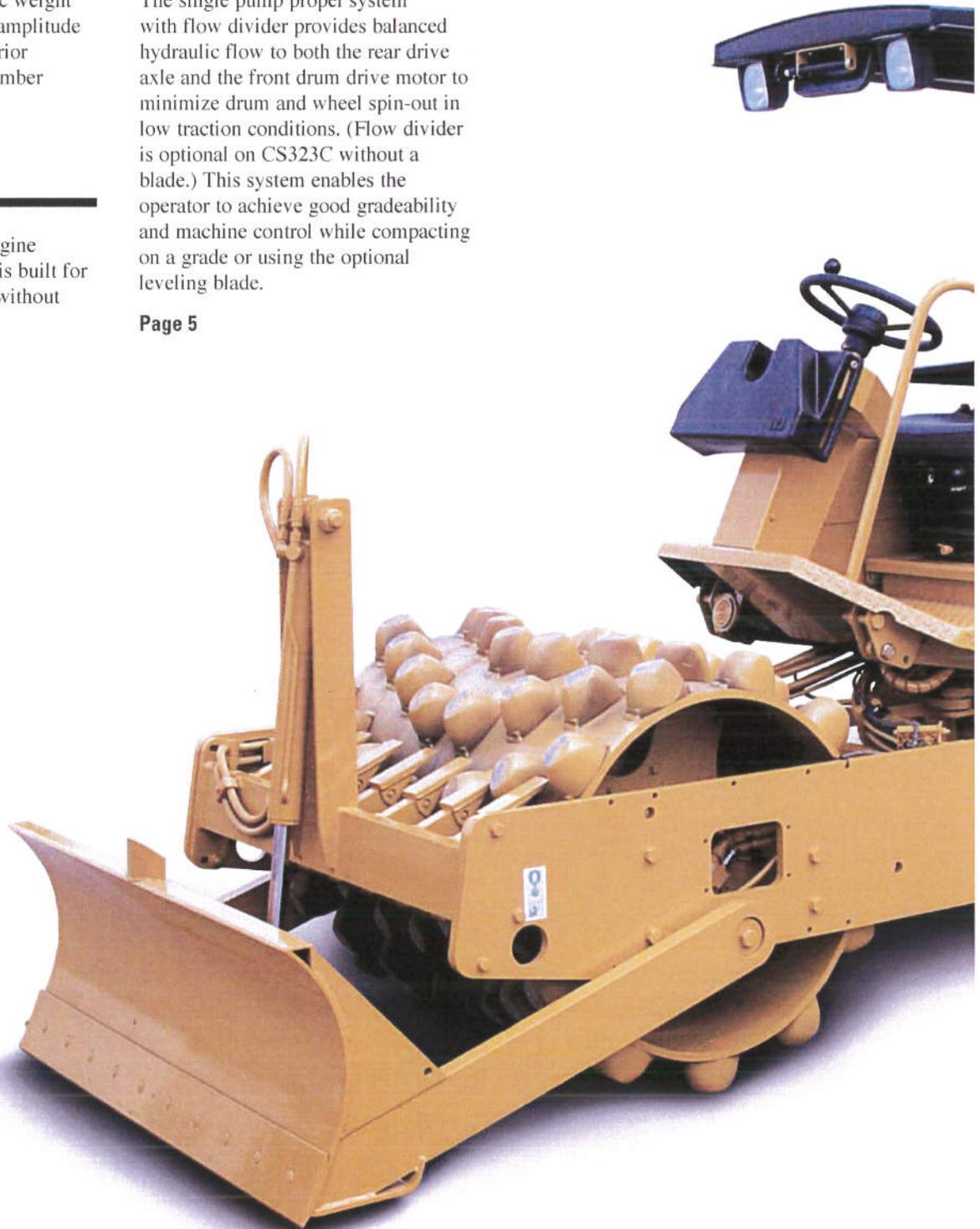
Caterpillar® 3054C diesel engine delivers 62 kW (83 hp) and is built for performance and reliability without sacrificing fuel economy.

Page 4

Propel System

The single pump propel system with flow divider provides balanced hydraulic flow to both the rear drive axle and the front drum drive motor to minimize drum and wheel spin-out in low traction conditions. (Flow divider is optional on CS323C without a blade.) This system enables the operator to achieve good gradeability and machine control while compacting on a grade or using the optional leveling blade.

Page 5





Performance and reliability you can depend on.

Durable field-proven powertrain and vibratory systems, production enhancing options and the world's largest and most dedicated support system ensure the CS323C and CP323C Soil Compactors will provide maximum compaction performance and value.

Operator's Station

The 300C-Series Soil Compactors feature exceptional operator comfort and visibility. A propel lever, grouped control gauges and conveniently located control switches enhance operator productivity and reduce operator fatigue. Four heavy-duty isolation mounts provide a smooth ride. A new steering wheel with integrated center horn function and steering knob helps reduce operator fatigue. The operator's platform is enclosed by handrails and features angled foot rests for sure footing when working on a grade. A ROPS/FOPS canopy with a rear view mirror is standard.

Page 5

Versatility

Narrow machine width of 1.39 m (4' 6") is ideal for working in trench applications or job sites with limited space. The machine weight is good for light compaction of uniform layers over sewer and water pipes.

Page 6

The optional leveling blade increases machine utilization to tackle backfilling, material knockdown and light dozing applications.

Page 6

Serviceability

Daily check points are accessible from ground level. The optional hinged side access doors open wide for easy access to engine components. The operator's station tilts forward to provide access to the hydraulic pumps. The engine lubrication change interval is 500 hours.

Page 7

Vibratory System

Reliable and durable diesel engine for years of low maintenance operation.

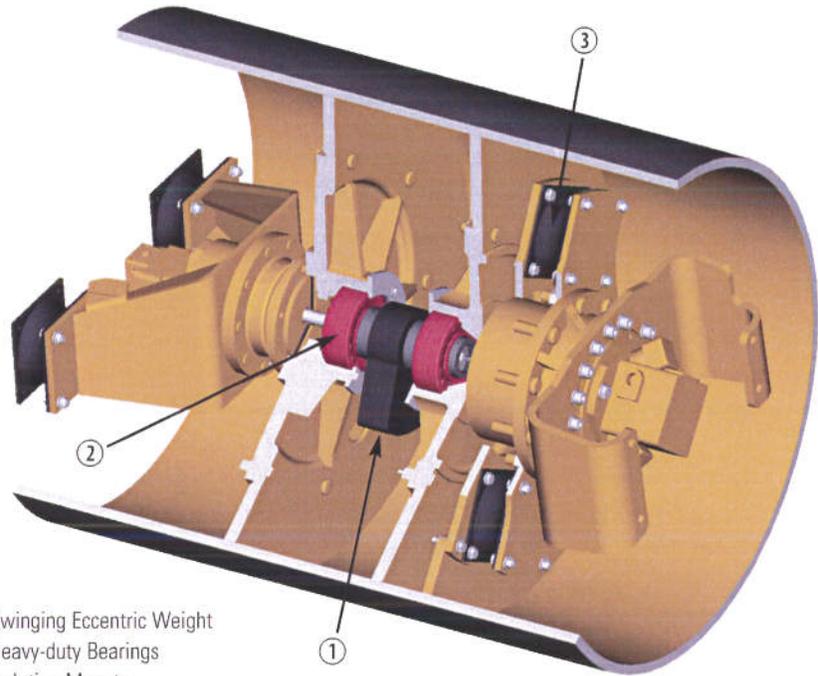
High centrifugal force and amplitude provides superior compactive effort and exceptional productivity.

Vibratory frequency of 35 Hz (2100 vpm) combined with optimal drum weight, enables the operator to achieve density in fewer passes.

Large heavy-duty bearings for the eccentric weight shaft designed for high compactive forces.

1 year/1000 hour vibratory bearing lube service interval reduces maintenance.

Heavy-duty isolation mounts allow more force to be transmitted to the ground and less vibration to vibration to the drum yoke.



- 1 Swinging Eccentric Weight
- 2 Heavy-duty Bearings
- 3 Isolation Mounts

Caterpillar 3054C Series Diesel Engine

High-tech four cylinder engine provides outstanding durability, performance, reliability and operating economy.

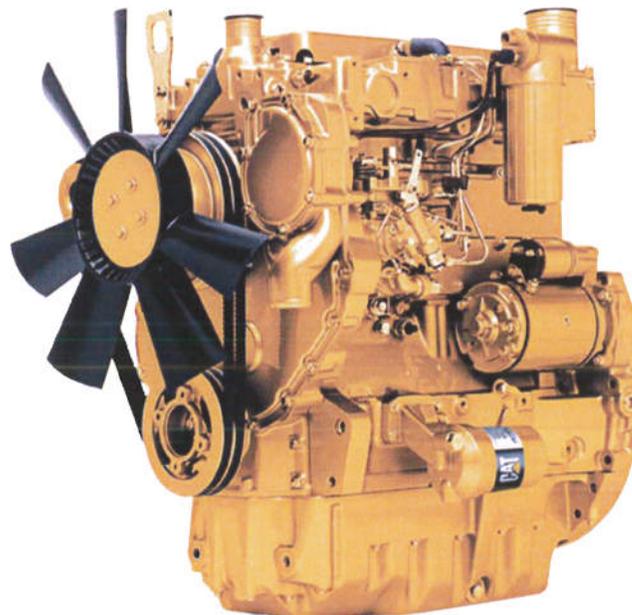
Adjustment-free direct injection fuel system provides individually metered high-pressure, direct injection of fuel for maximum efficiency.

Large engine oil cooler reduces oil deterioration and varnishing of internal components. Allows for 500 hour engine oil change intervals.

Low-mounted oil pump for quicker start-up lubrication.

Combination fuel filter and water separator offers superior protection for the fuel injection system.

Engine meets U.S. EPA Tier 2 and European EU Stage II emissions control standards worldwide.



Efficient Propel System

High tractive effort and gradeability for outstanding productivity, machine control and utilization.

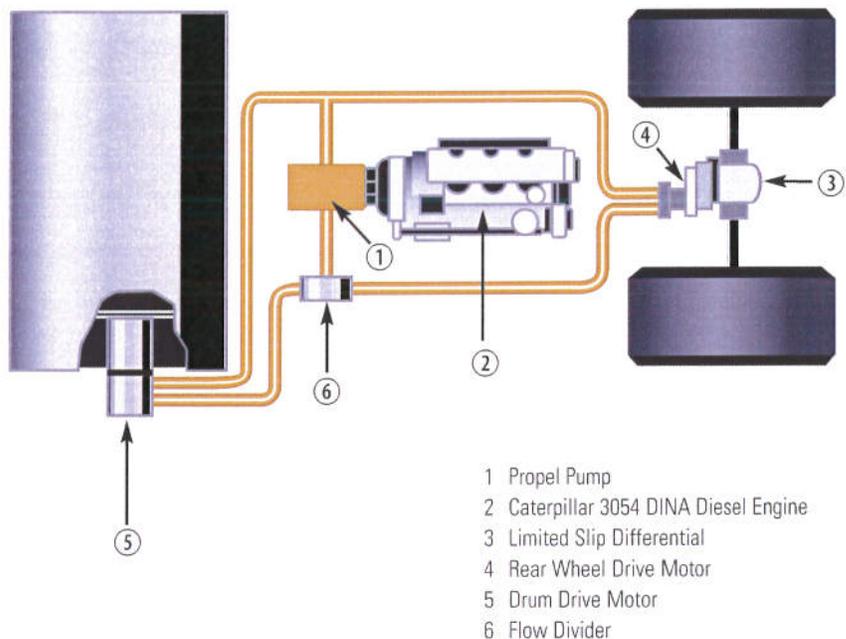
Single propel pump with flow divider provides separate, balanced hydraulic flow to the rear wheel axle and the drum drive motors. Provides high gradeability and increases tractive effort in loose or poor underfoot conditions. (Flow divider is optional on CS323C without a leveling blade.)

Limited slip differential provides balanced tractive effort and smooth torque transfer to both rear wheels.

Infinitely variable speed range for maximum torque when using the leveling blade or grade climbing, plus the ability to move quickly over longer distances.

Flushing valves in each propel circuit help keep hydraulic oil cool and clean for maximum system efficiency.

High travel speed up to 8.9 km/h (5.5 mph).



Operator's Station with ROPS/FOPS Canopy

Designed for simple control, comfort and productivity. The platform is equipped with a ROPS/FOPS canopy and is enclosed by handrails and features foot rests for sure footing.

Single lever control for propel and vibratory On/Off provides simple and low effort operation.

Easy to reach propel lever located to the right of the operator's seat for convenient and accurate machine control.

Operational gauges are located on the steering console for easy reference when operating.

Unrestricted visibility to the drum and tire edge and to the side and rear of the machine.

Comfortable and durable adjustable seat with flip-up arm rests and 76 mm (3") wide retractable seat belt.

Isolated operator's station with heavyduty rubber mounts reduce machine vibration transmitted to the operator.



Compact Size for Specific Applications

Features and benefits designed specifically for utility construction with narrow working widths like trench compaction or job sites with limited space.

Narrow machine width of 1.39 m (4' 6") is ideal for working in trench applications or job sites with limited space.

Machine weight is good for light compaction of uniform layers over sewer and water pipes.

Propel system allows the operator to stop, maintain machine position and change directions while on a grade.

Short turning radius for good maneuverability in confined work areas.

Padfoot drum features involuted pads in shape to walk out of the lift without fluffing or "kicking up" the soil around the pads. Pads are tapered to help clean themselves. Heavy-duty scrapers mounted on the front of the drum are individually adjustable and replaceable. Helps to reduce excessive material build up between the pads.



Leveling Blade

Leveling blade option increases machine versatility and utilization, plus greatly enhances productivity.

Expands machine versatility and utilization for use in material knockdown, site leveling, trench backfilling and light dozing applications.

Single lever blade control located to the right of the operator's seat for simple and convenient operation.

Efficient propel system combined with ample engine horsepower provides plenty of power and tractive effort for effective blade use without drum spin.

Two-piece reversible and replaceable cutting edges increase edge service life and reduce replacement costs.

High mounting point provides superior curb and obstruction clearance.



Reliability and Serviceability

Reliability and serviceability are integrated into every Caterpillar Soil Compactor. These important features keep your machine investment profitable.



Visual indicators allow easy check of radiator coolant, hydraulic oil tank level and air restriction indicator.

Operator's station tilts forward to allow convenient access to the hydraulic pumps.

Rear mounted cooling system provides easy access for cleaning. Hydraulic oil cooler tilts rearward for additional access to the radiator.

500 hour engine oil change interval.

1 year/1000 hour vibratory bearing lube service interval for reduced maintenance.

Quick-connect hydraulic test ports simplify system diagnostics.

Ecology drains provide an environmental method to drain fluids. They are included on the radiator, engine oil pan, hydraulic and fuel tank.

S•O•SSM ports allow for simple fluid collection of engine oil, engine coolant and hydraulic oil.

Secure hose routing with polyethylene routing blocks to reduce rubbing and increase service life.

Nylon braided wrap and all-weather connectors ensure electrical system integrity. Electrical wiring is colorcoded, numbered and labeled with component identifiers to simplify troubleshooting.

Maintenance-free Caterpillar batteries are mounted in the rear of the machine and are accessible through the swing out rear grill. Cat batteries are specifically designed for maximum cranking power and protection against vibration.

Machine is Product Link wire-ready. The Caterpillar Product Link System (CPLS) ensures maximum uptime and minimum repair costs by simplifying tracking of equipment fleets. Provides automatic machine location and hour updates. Can be obtained through your local Caterpillar dealer.



Daily service points are accessible from ground level and are grouped on one side of the engine. The optional hinged side access doors open wide for easy access to engine components.

Drum and Vibratory System Specifications

Drum width	1270 mm	50"
Drum shell thickness	20 mm	0.78"
Drum diameter	1016 mm	40"
Drum diameter (over pads) CP323C	1016 mm	40"
Pads (CP323C only)		
Number of pads	88	
Pad height	88 mm	3.5"
Pad face area	79.3 cm ²	12.3 in ²
Number of chevrons	11	

Eccentric weight drive Hydrostatic

Weight at Drum (with ROPS/FOPS canopy)

CS323C	2040 kg	4,500 lb
CP323C	2210 kg	4,870 lb

Static Linear Load*

CS323C	16 kg/cm	90 lb/in
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*Meets NFP 98736 class: VM2

Frequency

Standard	35 Hz	2100 vpm
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Nominal Amplitude

High	1.3 mm	0.05"
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Centrifugal Force @ 35 Hz (2100 vpm)

Maximum	66.8 kN	15,000 lb
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Engine

Four-stroke, four cylinder Caterpillar 3054C naturally aspirated diesel engine. Meets U.S. EPA Tier 2 and European EU Stage II emissions control standards worldwide.

Ratings at	RPM	kW	hp
Gross Power	2200	62	83

Ratings of Caterpillar machine engines are based on standard air conditions of 25°C (77°F) and 100 kPa (29.61" Hg) dry barometer. Power is based on using API gravity of 35 at 15°C (60°F), fuel having a LHV of 42 780 kJ/kg (18,390 Btu/lb) used at 30°C (86°F) [ref. a fuel density of 838.9 g/L (7.001 lb/U.S. gal)]. Net power advertised is the power available at the flywheel when the engine is equipped with fan, air cleaner, muffler and alternator.

The following ratings apply at 2200 RPM when tested under the specified standard conditions:

Net Power	kW	hp
EEC 80/1269	59	80
ISO 9249	59	80
SAE J1349	59	80

Dimensions

Bore	105 mm	4.13"
Stroke	127 mm	5"
Displacement	4.4 liters	269 cu. in.

Dual-element, dry-type air cleaner with visual restriction indicator, glow plug starting aid and fuel/water separator are standard.

Transmission

A variable displacement piston pump supplies pressurized flow to single-speed piston motor driving the rear axle and a single-speed piston motor driving the drum.

A flow divider (optional on the smooth drum model without a blade) splits the hydraulic flow between the wheel drive motor and the drum drive motor. If either the drum or wheels begin to slip, the flow divider restricts flow to the spinning drive motor and routes the additional oil flow to the other motor to keep the machine moving.

A single propel lever located on the control console provides smooth hydrostatic control of the machine's infinitely variable speeds in both forward and reverse.

Max. speeds (forward and reverse):

8.9 km/h - 5.5 mph

Final Drives and Axle

Final drive is hydrostatic with gear reducer to the drum and hydrostatic with differential and planetary gear reduction to each wheel.

Axle:

Heavy-duty fixed rear axle with a limited slip differential for smooth and quiet torque transfer.

Axle width 1.27 m (4' 2")

Tires:

CS323C: 11.2" x 24" 6-ply flotation
CP323C: 11.2" x 24" 8-ply traction

Operator and Machine Protective Equipment

Roll Over Protective Structure/Falling Object Protective Structure (ROPS/FOPS)

canopy is a two-post structure that bolts directly onto flanges welded to the operator platform. The structure meets SAE J1040 and SAE J231, ISO 3449 and ISO 3471.

Backup Alarm — 107 dB(A) alarm sounds whenever the machine is in reverse.

Forward Warning Horn — located on the front of machine to alert ground personnel.

Seat Belt — 76 mm (3") wide seat belt is standard.

Instrumentation

The instrument panel is located in front of the operator and features a warning system that constantly monitors various machine systems; alerts the operator if a problem does occur with a light and an audible warning horn. Warning system includes: Low Engine Oil Pressure, High Engine Coolant Temperature, High Hydraulic Oil Temperature and Low Charge System Pressure. Instrumentation also includes an Alternator Malfunction Light, Start Aid Switch, Service Hour Meter and Fuel Gauge.

Operating Weights

Weights shown are approximate and include lubricants, coolant, full fuel and hydraulic tanks and a 80 kg (175 lb) operator.

Machine Weights	CS323C		CP323C	
	kg	lb	kg	lb
with ROPS/FOPS canopy	4390	9,680	4620	10,190
equipped with leveling blade	4710	10,380	4940	10,890

Weight at Drum

	CS323C		CP323C	
	kg	lb	kg	lb
with ROPS/FOPS canopy	2040	4,500	2210	4,870
equipped with leveling blade	2470	5,450	2640	5,820

Steering

A priority-demand hydraulic power assist steering system provides smooth low-effort steering. The steering system has priority over other other hydraulic functions.

Minimum turning radius:

Inside	2.62 m	(8' 7")
Outside	3.89 m	(12' 2")

Steering angle:

(each direction) ± 38°

Oscillation angle:

(each direction) ± 15°

Hydraulic system:

One 64 mm (2.5") bore, double-acting cylinder powered by a gear-type pump.

Frame

Fabricated from structural steel plate and joined at the articulation pivot. The articulation area is structurally reinforced and joined by hardened steel pins. Two vertical pins provide a steering angle of ± 38° and a horizontal pin allows frame oscillation of ± 15°. The articulation lock prevents machine articulation when placed in the locked position. Frame also includes tie-down points for transport.

Electrical

The 24-volt electrical system consists of two maintenance-free Caterpillar batteries, color-coded and numbered wiring wrapped in nylon braid. The starting system provides 750 cold cranking amps (cca). The system includes a 55-amp alternator.

Service Refill Capacities

	Liters	Gallons
Fuel tank	144	38
Cooling system	18	4.8
Engine oil w/filter	6.8	1.8
Vibratory bearing lube		
CS323C	50.8	13.4
CP323C	25.4	6.7
Axle & final drives	9.5	2.5
Hydraulic tank	49.2	13
Filtration system (pressure type)		

Brakes

Service brake features

- Closed-loop hydrostatic drive system provides dynamic braking during operation.

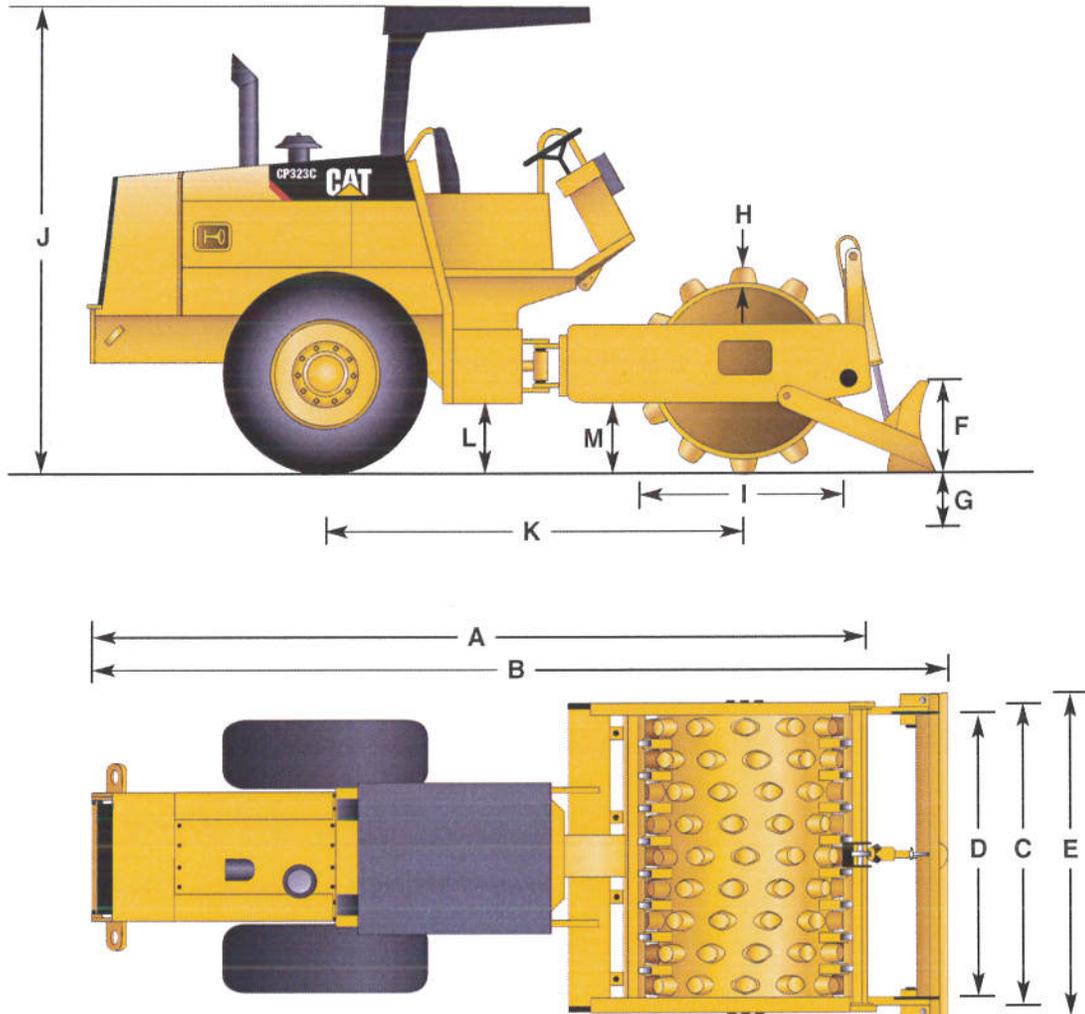
Secondary brake features*

- Spring-applied/hydraulically-released multiple disc type brake mounted on the drum drive gear reducer. Secondary brakes are activated by a button on the operator's console, loss of hydraulic pressure in the brake circuit or when the engine is shut down. A brake interlock system prevents driving through the secondary brake.

*Braking system meets SAE J1472.

Dimensions

	CS323C	CP323C
A Overall length	4.12 m (13' 6")	4.12 m (13' 6")
B Length with blade	4.5 m (14' 9")	4.5 m (14' 9")
C Overall width	1.39 m (4' 6")	1.39 m (4' 6")
D Drum width	1270 mm (50")	1270 mm (50")
E Width with blade	1.57 m (5' 2")	1.57 m (5' 2")
F Blade height	558 mm (22")	558 mm (22")
G Blade cutting depth	76 mm (3")	76 mm (3")
H Drum shell thickness	20 mm (0.78")	20 mm (0.78")
I Drum diameter	1016 mm (40")	840 mm (35")
Drum diameter over pads	—	1016 mm (40")
J Height at ROPS/FOPS canopy	2.51 m (8' 2")	2.51 m (8' 2")
K Wheelbase	2.24 m (7' 4")	2.24 m (7' 4")
L Ground clearance	347 mm (13.6")	347 mm (13.6")
M Curb clearance	335 mm (13.2")	335 mm (13.2")
Inside turning radius	2.62 m (8' 7")	2.62 m (8' 7")
Outside turning radius	3.89 m (12' 9")	3.89 m (12' 9")



Optional Equipment

Leveling Blade bolts onto the drum yoke and is available for both the CS323C and CP323C. The complete assembly includes blade, push arms, reversible/replaceable cutting edges, replaceable skid plates, center-mounted hydraulic lift cylinder, control valve and flow divider. The moldboard is constructed of heat-treated structural sections. Blade raise and lower is controlled by a lever to the right of the propel lever.

Flow Divider is standard on the CP323C and CS323C machines ordered with a leveling blade. The CS323C ordered without a blade, can be ordered with this option to provide increased tractive effort in climbing grades or working in thick lifts of soft material.

Working Light Package includes two front-facing and two rear-facing working lights for working under dim or low light conditions. This system is intended for use under working conditions and not for highway transport purposes.

Engine Compartment Enclosures features lockable swing open side engine covers to protect the engine from vandals and harsh environmental conditions.

Spark ArresterMuffler meets the specifications for those applications that require a spark arresting muffler. Vinyl Suspension Seat is fully adjustable to include fore and aft positions, bottom cushion height and suspension stiffness and flip-up armrests.

Drum Guard System helps protect the drum hydraulic components. Especially useful when working in trenches. .

Flexible Urethane Scrapers for the CS323C mounted at the front and rear of the drum are made of polyurethane and are designed to contact the drum and completely clean debris from the drum surface.

Rear Scraper Teeth for the CP323C mounted at the rear of the drum and work in conjunction with the standard front scraper teeth.

8-Ply Tires with traction tread are available for the CS323C.

Total Customer Support System

Service capability — most dedicated dealer support system to ensure fast service whether at the dealer's shop or in the field by trained technicians using the latest tools and technology.

Parts availability — most parts on dealer's shelf when you need them. Computer-controlled, emergency search system backup.

Parts stock lists — dealer helps you plan on-site parts stock to minimize your parts investment while maximizing machine availability.

Literature support — easy-to-use parts books, operation and maintenance manuals and service manuals to help you get maximum value from your Caterpillar equipment.

Remanufactured parts — pumps and motors, pod-style weight housings, engines, fuel system and charging system components available from dealer at a fraction of new part cost.

Machine management services — effective preventive maintenance programs, cost-effective repair options, customer meetings, operator and mechanic training.

Flexible financing — your dealer can arrange attractive financing on the entire line of Caterpillar equipment. Terms structured to meet cash flow requirements. See how easy it is to own, lease or rent Cat equipment.

Caterpillar offers a comprehensive line of asphalt pavers.

Contact your local Caterpillar® dealer to learn more about the complete line of Caterpillar Paving Products.



The Production-Class Soil Compactors

Operating Weight (with ROPS/FOPS)

CS54	10 485 kg	23,120 lb
CP54	11 320 kg	24,960 lb
CS56	11 414 kg	25,164 lb
CP56	11 361 kg	25,047 lb
CS64	14 238 kg	31,389 lb
CP64	14 311 kg	31,550 lb
CS74	15 455 kg	34,072 lb
CP74	15 333 kg	33,804 lb
CS76	16 758 kg	36,945 lb
CS76 XT	18 611 kg	41,030 lb
CP76	16 896 kg	37,249 lb
Drum Width	2.13 m	84"
Gross Power, CS/CP54	97 kW	130 hp
Gross Power, CS/CP56, 64, 74	116 kW	156 hp
Gross Power, CS/CP76, CS76 XT	130 kW	174 hp

Not all models offered in all markets.



The 400E-Series Soil Compactors

Operating weight (with ROPS/FOPS)

CS423E	6745 kg	14,875 lb
CS433E	6745 kg	14,875 lb
CP433E	7145 kg	15,750 lb
Drum Width	1.67 m	5' 6"
Gross Power		
CS423E	62 kW	83 hp
CS433E	75 kW	100 hp
CP433E	75 kW	100 hp

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www.cat.com
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Featured machines in photography may include optional equipment.
Materials and specifications are subject to change without notice.

QEHQ9778-02 (4/08)

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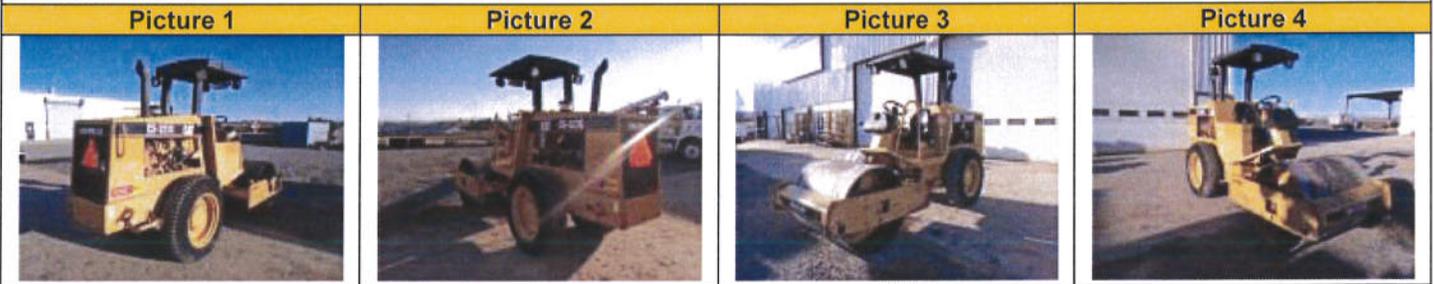
CATERPILLAR®

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

VIBRATORY ROLLER Inspection

Pictures Section



VIBRATORY ROLLER Inspection

Comments & Signatures Section

Releasing Comments		Receiving Comments	
<p>With my signature below, I acknowledge the following:</p> <ul style="list-style-type: none"> • Operating controls function per manufacturer's specifications • Safety devices function per manufacturer's specifications • The above accurately describes the condition of the equipment • Only properly trained personnel shall operate this equipment <p>I Have inspected this machine and agree that all damage is noted</p>		<p>With my signature below, I acknowledge the following:</p> <ul style="list-style-type: none"> • Termination of the rental contract • Release of this machine • The machine will be inspected upon return by qualified mechanics and that all repairs over and above normal wear and tear will be charged to the customer 	
X	Customer Signature	X	Customer Signature
Hours:		Fuel Level:	
Date:	X	Hours:	
Time:		Date:	X
	Driver Signature	Time:	Driver Signature

VIBRATORY ROLLER Inspection

Main Section

#	Item	Value	Comment
1)	Inspection Number	20160114080418296	
2)	Location	FISHERSVILLE	
3)	Performed Inspection	DEVON BUSH	
4)	Rental Rep	KENT BUNCH	
5)	Customer Name	ROSSER DESIGN & LANDSCAPING	
6)	Customer Number	033207	
7)	Rental Agreement #	R54268	
8)	Equipment ID	21405160	
9)	Equipment Make	CATERPILLAR	
10)	Equipment Model	CS323C	
11)	Equipment Serial	0DAR00251	
12)	Equipment Year	2005	
13)	Equipment Hours	1617	
14)	Overall Comments		

- ★ Needs reconditioned or replaced to function properly.
- ★★★ Component functions properly.
- ★★ Functions, but should be reconditioned or replaced.
- ★★★★★ New or recently reconditioned.

General Appearance Section

1)	Radiator Grill / Shroud	★★	bent
----	-------------------------	----	------

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

General Appearance Section

2)	Engine Enclosure / Hood / Stack		★★★★	
3)	Fenders		★★★★	
4)	Fuel Tank / Cap		★★★★	
5)	Crankcase Guard / Battery Box		★★★★	
6)	Pre-Cleaner Bowl		★★★★	
7)	Steps / Ladder / Grab Irons		★★★★	
8)	Sheet Metal / Paint		★★★★	

Safety Items Section

1)	ROPS		★★★★	
2)	Glass / Mirrors		★★★★	
3)	Seat Belt Condition		★★★★	
4)	Seat Belt Expiration Date	JULY 2017		
5)	Back Up Alarm / Horn		★★★★	
6)	Parking Brake / Service Brake		★★★★	
7)	Safety Decals		★★★★	
8)	Neutral Start Switch		★★★★	
9)	Unit equipped with a fire extinguisher	Yes		
10)	If so, is the fire extinguisher functional (Check Gauge)	Yes		n/a

Operator Station / Gauges Section

1)	Gauges / Switches		★★★★	
2)	Windshield Wipers			
3)	Heater / AC			
4)	Lights		★★★★	
5)	Seat Cushion / Arm Rest		★★★★	
6)	Door Latches			
7)	Radio and Antenna			
8)	Current O&MM Safety Manual		★★★★	

Drum Section

1)	Drum Scrapers		★★★★	
2)	Isolators			
3)	Cleaner Bars			
4)	Fire Suppression System			
5)	Vibratory Operation		★★★★	

Blade Section

1)	Cutting Edge / Bits			
2)	Tilt Cylinders / Lines			
3)	Lift Cylinders / Lines			

Fluid Levels / Checks Section

1)	Full of Fuel		★★★★	
2)	Does this unit require DEF(Diesel Exhaust Fluid)	No		
3)	Does the test procedure for DEF contamination return a negative result			n/a
4)	Does the DEF concentration measure between 29 & 35 percent when testing with the refractometer			n/a
5)	Is the DEF level full			n/a

Tires Section

1)	Right Rear	31% - 59%		
2)	Left Rear	31% - 59%		

CATERPILLAR CS323C

Serial Number: 0DAR00251

EQUIPMENT INSPECTION

This report is intended to demonstrate the general, overall mechanical condition of the specified equipment, as of the inspection date listed. Reasonable efforts have been taken to ensure the accuracy of this information. Carter Machinery shall not be responsible for any inaccuracies, errors or omissions.

800.868.4228 x4328
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EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compators - Single Drum Inspection

Main Section

#	Item	Value	Comment
1)	Inspection Date	4/8/2016	
2)	Inspection Number	2016040814225168	
3)	Location	LYNCHBURG	
4)	Performed Inspection	MICHAEL WILLIAMS	
5)	Entered Inspection	MICHAEL WILLIAMS	
6)	Sales Rep	(On File at CMCo)	
7)	Customer Name	(On File at CMCo)	
8)	Customer Wants	(On File at CMCo)	(On File at CMCo)
9)	Equipment ID	21405160	
10)	Equipment Make	CATERPILLAR	
11)	Equipment Model	CS323C	
12)	Equipment Serial	0DAR00251	
13)	Equipment Year	2005	
14)	Equipment Hours	1626	
15)	Preventative Maintenance		(On File at CMCo)
16)	Warranty information		(On File at CMCo)
17)	Overall Comments		This machine is in good working condition.
18)	Post-Inspection Repair Summary		

★	Needs to be reconditioned or replaced to function properly.	★★	Functions, but should be reconditioned or replaced.
★★★	Component functions properly.	★★★★★	New or recently reconditioned.

Vibratory Compators - Single Drum Inspection

Fluids Section

#	Item	Value	Comment
1)	Coolant Level	Normal	
2)	Freeze Protection	-34F	
3)	Engine Oil	Normal	
4)	Hydraulic Oil	Normal	
5)	Windshield Washer Fluid		NO CAB
6)	Drum Support Oil	Normal	
7)	Drum Cooling Oil	Normal	
8)	Drum Planetary Final Drive Oil	Normal	
9)	Eccentric Weight Housing Oil	Normal	
10)	Rear Differential Oil	Normal	
11)	Right Rear Final Drive Oil	Normal	
12)	Left Rear Final Drive Oil	Normal	
13)	Fuel Level	25%	
14)	Does this unit require DEF(Diesel Exhaust Fluid)	No	

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compactors - Single Drum Inspection

Fluids Section

#	Item	Value	Comment
15)	Does the test procedure for DEF contamination return a negative result		N/A
16)	Does the DEF concentration measure between 29 & 35 percent when testing with the refractometer		N/A
17)	Is the DEF level full		N/A

Vibratory Compactors - Single Drum Inspection

Control Station / Safety Section

#	Item	Value	Comment
1)	Steps/Ladders	★★★★	
2)	Handrails	★★★★	
3)	Transport Steering Lock	Functional	
4)	Product Link Antenna	No	
5)	Accugrade Ready	No	
6)	Mirrors	★★★★	
7)	Safety Decals/Loadcharts	OK	
8)	Glass/Latches		
9)	Floormat		
10)	Seats/Armrests	★★★★	
11)	Seatbelts	OK	
12)	Seatbelt Date	7/3/2017	
13)	Operator/Maintenance Guide in Cab	Yes	
14)	SMU Reading	1626	
15)	Horn	Functional	
16)	Radio	N/A	
17)	Neutral Start	Functional	
18)	Hydraulic Controls	★★★★	
19)	Steering Controls	★★★★	
20)	Powertrain Controls	★★★★	
21)	Throttle Controls	Functional	
22)	Parking Brake	Functional	
23)	Backup Alarm	Functional	
24)	Monitoring System		N/A
25)	Gauges	Functional	
26)	Switches	Functional	
27)	Windshield Washer/Wipers	N/A	
28)	Heater	N/A	
29)	A/C	N/A	

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compactors - Single Drum Inspection

Control Station / Safety Section

#	Item	Value	Comment
30)	Door Latches	Functional	
31)	ROPS Structure	Functional	

Vibratory Compactors - Single Drum Inspection

Cooling System Section

#	Item	Value	Comment
1)	Compression in Radiator	No	
2)	Expansion Tank	★★★★	
3)	Radiator Cores	★★★★	
4)	A/C Condensor	★★★★	
5)	Hydraulic Oil Cooler	★★★★	
6)	Coolant Lines/Tubes	★★★★	
7)	Fan/Guards	★★★★	
8)	Belts/Pulleys	★★★★	
9)	Radiator Grill/Shroud	★★★★	
10)	Hoses/Lines	★★★★	

Vibratory Compactors - Single Drum Inspection

Engine Section

#	Item	Value	Comment
1)	Engine Make	CAT	
2)	Engine Model	3054	
3)	Engine S/N	0CRS30165	
4)	Emission Control Label	Yes	
5)	Block Heater	Yes	
6)	Blow by	No	
7)	Starter	Functional	
8)	Alternator	Functional	
9)	Wiring	★★★★	
10)	Turbo	Functional	
11)	Fuel Injection	Functional	
12)	Exhaust System	★★★★	
13)	Engine Oil Coolers	★★★★	
14)	Engine Mounts	★★★★	
15)	Oil Leaks	None	
16)	Water Pump	★★★★	
17)	Fuel Leaks	No	
18)	Cooling System Leaks	No	

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compators - Single Drum Inspection

Engine Section

#	Item	Value	Comment
19)	Precleaner/Intake System	★★★★	
20)	Air Filters	OK	
21)	Fuel Filters/Water Separators/Lines	OK	
22)	Engine Oil Filters	OK	
23)	Batteries/Cables	★★★★	

Vibratory Compators - Single Drum Inspection

Drivetrain / Brakes Section

#	Item	Value	Comment
1)	Travel Speeds: Forward/Reverse	★★★★	
2)	Rear Differential/Final Drives	★★★★	
3)	Parking Brake	Functional	

Vibratory Compators - Single Drum Inspection

Drum Section

#	Item	Value	Comment
1)	Drum Surface	★★★★	
2)	Drum Width	50"	
3)	Drum Thickness	39 1/2"	
4)	Padfeet		
5)	Drum Drive Motor	Functional	
6)	Vibratory Drive Motor	Functional	
7)	Frequency Selection	Functional	
8)	Scraper Bar	★★★★	
9)	Cleaner Bar	★★★★	
10)	Isolators	★★★★	
11)	Smooth Drum Shell Kit	★★★★	
12)	Padfoot Shell Kit		

Vibratory Compators - Single Drum Inspection

Hydraulics Section

#	Item	Value	Comment
1)	Pumps	★★★★	
2)	Valves	★★★★	
3)	Tank	★★★★	
4)	Filters	OK	

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compators - Single Drum Inspection

Hydraulics Section

#	Item	Value	Comment
5)	Hoses	☆☆☆	

Vibratory Compators - Single Drum Inspection

Chassis Section

#	Item	Value	Comment
1)	Steering Linkage	☆☆☆	
2)	Hand Metering Valve	☆☆☆	
3)	Steering Valve	☆☆☆	
4)	Steering Cylinders/Lines	☆☆☆	
5)	Articulating Center Pins	☆☆☆	
6)	Oscillating Yoke	☆☆☆	
7)	Frame	☆☆☆	
8)	Wiring	☆☆☆	

Vibratory Compators - Single Drum Inspection

Blade Section

#	Item	Value	Comment
1)	Moldboard		
2)	Cutting Edge/Bits		
3)	Pusharms/Pins & Bushings/Trunnions		
4)	Lift Cylinders/Lines		

Vibratory Compators - Single Drum Inspection

General Appearance Section

#	Item	Value	Comment
1)	Rear Bumper	☆☆☆	No dents, paint is starting to fade/ chip
2)	Hood	☆☆☆	
3)	Engine Access Panels	☆☆☆	
4)	Battery Boxes	☆☆☆	
5)	Doors		
6)	Paint/Decals	☆☆☆	paint is starting to fade, and there are some scratches throughout the machine
7)	Miscellaneous Damage		The sheet metal behind the seat on the left side of the machine is bent. The radiator door on the rear of the machine is bent, and the metal mesh has a few cuts in it.

EQUIPMENT INSPECTION

Carter Machinery Company, Inc.

Vibratory Compactors - Single Drum Inspection

Tires Section

#	Item	Make	S/N	Tread Depth (32")	Tread Design	% Life Remaining	Bias or Radial	Recap	Tread Cuts/Chunks	Side Cuts Section	Wheel Condition	Tire Condition
1)	Right Rear	GOODYE	PKBFPE0	16/32	N/A	50%	Radia	No	No	No	★ ★ ★	★ ★ ★
	Size	N/A	Comments									
2)	Left Rear	GOODYE	N/A	16/32	N/A	50%	Radia	No	No	No	★ ★ ★	★ ★ ★
	Size	N/A	Comments									

Corner Picture



DESCRIPTION: 1st Corner Shot

Corner Picture



DESCRIPTION: 2st Corner Shot

Corner Picture



DESCRIPTION: 3rd Corner Shot

Corner Picture



DESCRIPTION: 4th Corner Shot



SanfordTM
SeacoastTM
Regional Airport

BUSINESS PLAN
M. Allison Rogers
April 25, 2016

SeacoastTM
Regional Airport

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Appendix A: Site Map

II. Executive Summary

This business plan uses a logical and disciplined structure to set out goals, objectives, and action plans to drive the day-to-day operation and management of the Sanford Seacoast Regional Airport (SFM) in Sanford, Maine. It has been compiled in conjunction with the airport's 2011 Strategic Plan, which sought to identify the vision and long-term strategic goals of the airport, with a time horizon of ten to twenty years, and 2015 Master Plan, which assessed the current capacity of the airport's infrastructure, evaluated current and projected demand, identified existing and anticipated deficiencies, and outlined short, medium, and long term development goals for the airport with a time horizon of twenty years. Typically, an airport business plan has a time horizon of one to three years, although it may take longer to achieve certain goals and realize the vision for the airport. This plan is intended to be reviewed and updated as time goes on and goals and objectives are met, changed, or require modification.

The business plan is intended for use by the airport manager, City Manager, and City officials. In developing this plan the airport manager sought to identify the assets that are or will be required to meet the needs of airport customers and stakeholders, particularly:

- Provide quality airport infrastructure and improvements and ensuring the delivery of quality aviation products, services, and facilities at the airport
- Make the highest and best use of the airport as an asset and continue to obtain and invest capital in the airport
- Maximize revenues and minimize expenses

It is important that these challenges are met while maintaining compliance with the full range of Airport Sponsor Assurances (including, but not limited to, #5 Preserving Rights and Powers, #22 Economic Nondiscrimination, and #23 Exclusive Rights), a wide array of additional FAA requirements (including, but not limited to, FAA Order 5190-6B Airport Compliance Manual and Advisory Circulars (ACs)), and numerous federal, state, and local regulatory measures applicable to general aviation airports. All orders, regulations and ACs referenced in this plan can be found online at www.faa.gov.

To achieve the conceptual list above the plan contains a mission and vision statement and then lays out goals, which state a desired result, outcome, or level of attainment that needs to be reached to realize the mission and vision for the airport. Within those goals are specific objectives which identify a significant step toward achieving a goal. Finally, each objective is assigned an action plan that answers the key questions of who is going to do what, when, where, why, and how in order to accomplish the specific objective.

In summary, the goals for the airport laid out in this business plan are safety, security, and maintenance and reaching, maintaining, and fostering financial self-sufficiency. Safety is achieved through several objectives related to documentation, planning and training as well as brick and mortar projects and day to day operational procedures. Financial self-sufficiency will be achieved over a period of time in a wide variety of ways that are separated as objectives from within the airport department and from without. Objectives include maintaining current, valid primary guiding documents, reducing or eliminating unnecessary cost centers such as buildings and sub-contracted work, staying current and involved in the economic and political workings of the state and country, business and tenant recruitment, retention of current tenants, maintenance of airfield infrastructure, and based business development.

III. Introduction

This business plan uses a logical and disciplined structure to set out goals, objectives, and action plans to drive the day-to-day operation and management of the Sanford Seacoast Regional Airport (SFM) in Sanford, Maine. It has been compiled in conjunction with the airport's 2011 Strategic Plan and 2015 Master Plan. The plan is intended for use by the airport manager, City Manager, and City officials. SFM has developed this plan in order to (1) generate more revenue, (2) reduce or eliminate expenses, (3) secure more capital funding, (4) rely less on subsidies, and (5) create more jobs. A general aviation airport that accomplishes all these things is more likely to have a greater economic impact on the community and provide a stronger platform for aviation development. The Airport Cooperative Research Program's Report 77: Guidebook for Developing General Aviation Airport Business Plans, published in 2012 by the Transportation Research Board, was the primary resource used to develop this plan.

III.1 Mission Statement

The City of Sanford shall operate, maintain and preserve a high-quality aviation facility at the Sanford Seacoast Regional Airport that:

- Is safe, secure and legal;
- Delivers the highest quality aviation services by providing customer-focused and efficient operations, facilities, staff, and administration;
- Represents the region that it serves and responds to community feedback; and,
- Promotes economic development.

III.2 Vision Statement

The Sanford Seacoast Regional Airport's vision is to set the standard through leadership, operational skills, and financial self-sufficiency as the desired hometown airport known for providing exceptional services and amenities to residents, visitors, and businesses alike.

III.3 Values Statement

The Sanford Seacoast Regional Airport will remain **CONNECTED:**

Community oriented in our focus

Outreach to tenants, users, and community to understand and balance needs and priorities

New ways of evaluating opportunities and challenges by creating innovative solutions

Nurture and support employee professionalism

Environmental stewardship and minimization of negative impacts

Conscious always of safety and security

Transparency based on integrity, trust, and mutual respect

Excellence in service with fair, responsive, and courteous treatment of all

Disciplined financial practices that use public funds effectively and efficiently, strive for affordability for users and tenants, and maintain infrastructure.

IV. Airport Description

The Sanford Seacoast Regional Airport (SFM) is located entirely within the City of Sanford, Maine. The airport consists of approximately 1,115 acres of land situated along Maine State Route 109 four miles southeast of the city center. SFM is a general aviation facility serving York County and the South Coast Region of Maine with approximately 40,000 flight operations annually on its two runways. There currently is no scheduled air carrier service at SFM and for that reason the airport is not FAA Part 139 certified. SFM is categorized by the National Plan of Integrated Airport Systems as a reliever airport, recognized as an attractive alternative to large, congested nearby airports, namely Portland Jetport, Boston-Logan and Manchester-Boston Regional.

The airport's aviation facilities include the following: runway 7-25 is 100' wide and 6,389 feet long and runway 14-32 is 100 feet wide and 5,000 feet long. There are nine taxiways, one access taxiway at the approach of Runway 32, and two taxilanes on the airport varying in width from 35' to 50'. There are three aircraft parking areas that accommodate approximately 60 aircraft at a time and represent a total of approximately 409,000 square feet, or ten acres, of pavement area. The City currently owns and operates three buildings on the airfield used for aeronautical purposes: the airport maintenance shop, the terminal building, and what is commonly referred to as the "city hangar". The City also owns the South Sanford Fire Station, situated on airport property, but used for non-aeronautical purposes through a special temporary use agreement with FAA. All other buildings on the airfield are owned privately on land subject to a lease agreement with the City with a typical 20 year term. Currently SFM has 48 nested t-hangars and 25 conventional box hangars for aircraft storage and about 100 based aircraft.

The airport and its tenants provide a wide range of aviation services. Activities conducted on site include aircraft parking and storage, ground schools, training in a full motion simulator, seminars, advanced ratings, testing, charters, aerial tours, aircraft rentals, aircraft fueling, general aviation and corporate aircraft services, aircraft maintenance, car rental and taxis, catering, community events, and more. The airport, local aviation groups, and its primary fixed base operator (FBO), Southern Maine Aviation, host several events, workshops, flight rallies, and community gatherings each year to promote aviation and engage the public.

V.2 GOAL: Reach, maintain and foster financial self-sufficiency

OBJECTIVES Internal:

1. Accomplish as much in-house as practical e.g. Snow Removal Contract, writing of plans such as SWPPP and Airport Manual, grant administration, grounds maintenance
2. Sell City-owned non-essential buildings
 - a. City Hangar
 - b. Existing Maintenance Shop
 - c. Others as opportunity presents
3. Develop uniform guiding documents that promote order, ease of updating, clear cost structure, and reflect current situation
 - a. Minimum Standards
 - b. Airport Manual
 - c. Hangar Construction Standards
4. Work together with other City Departments to improve efficiency and reduce redundancy where practical and appropriate
5. Improve web presence to provide information for potential customers and users as well as current tenants, based pilots, and itinerant users

OBJECTIVES External:

1. Access, monitor and utilize the GSAccess system for the procurement of surplus equipment
2. Continuously evaluate and explore options in the rate and fee structure to maintain competitiveness among airports in Maine and nearby New Hampshire
 - a. Percentage of gross revenues payments versus fixed operating fees
 - b. Excise tax refund possibilities
3. Maintain active membership on appropriate boards and associations
 - a. Maine Aeronautical Advisory Board, MAAB
 - b. Maine Airport Manager Committee, MAMC
 - c. Maine Beaches Association, MBA
4. Create competitive and attractive business environment to retain existing tenants and recruit new tenants
5. York County Involvement

VI. Action Plans

The **action plan** answers the key questions of who is going to do what, when, where, why, and how in order to accomplish a specific objective.

VI.1 GOAL: Maintain a high standard of safety, security, and maintenance

OBJECTIVES:

VI.1.1 Airport Emergency Plan

ACTION PLAN (Development)

- Who: Airport manager
- What: Research, review, and write final document
- When: Draft completed in December 2015, complete by July 2016
- Where: SFM
- Why: Plan to address essential emergency related and deliberate actions planned to ensure the safety of and emergency services for the airport populace and the community in which the airport is located
- How: By crafting, disseminating and regularly updating the plan using AC 150/5200-31

ACTION PLAN (Implementation)

- Who: Airport manager & employees, emergency responders, EMA and others with responsibilities to respond and participate in the event of an airport accident, incident, or other emergency
- What: Distribute the plan to all applicable parties
- When: July 2016
- Where: SFM
- Why: To facilitate safety and organization in the event of airport emergencies
- How: Annual review and update of the plan internally and with involved entities

VI.1.2 Utilize General Audio Recording Device (GARD)

ACTION PLAN (Monitoring)

- Who: Airport manager
- What: Monitor transmissions, retain archived transmissions, generate reports, analyze data, and utilize for training as needed
- When: Continuous
- Where: SFM airport manager's office
- Why: To obtain a more accurate estimate of actual operations at the airport; to monitor airport activity and usage; to fulfill reporting requirements to Maine Department of Transportation and FAA; to keep a record in case of incident/ accident or emergency; for training purposes
- How: Regular review of recordings; generate and review reports

VI.1.3 Wildlife Hazard Management Plan

ACTION PLAN (Development)

- Who: Airport manager, FAA, USDA APHIS, & IF&W
- What: Plan and procedures for Identification, management, and monitoring of wildlife-related hazards and associated habitats at SFM
- When: Draft May 2016, Final pending FAA review and approval
- Where: SFM

- Why: Create a well-organized, updatable plan to minimize wildlife impact on aircraft operations
- How: Outline draft created by USDA APHIS under Wildlife Hazard Assessment project to be developed and finalized by the airport manager using AC 150/5200-33

ACTION PLAN (Implementation)

- Who: Airport staff, Sanford Police Department or USDA APHIS, if necessary
- What: Implement the plan as part of day to day operations
- When: As soon as FAA approval is received
- Where: SFM
- Why: To continue daily procedures for wildlife management, management of habitat and the programming of capital improvement projects that aid in the reduction of wildlife hazards to aviation and ultimately reduce the threat to aviation safety posed by wildlife strikes
- How: By following the plan, implementing its policies and procedures, and continually updating its contents as conditions may change and projects are completed

VI.1.4 Fencing & Gates

ACTION PLAN (Inspection and Maintenance)

- Who: Airport manager and maintenance department
- What: Inspection and maintenance of existing and future fencing; review and rework existing fence signage as necessary
- When: Continual inspection and maintenance; signage review included in AEP development and replacements completed in FY 2016/2017
- Where: Airport property
- Why: Security and safety; signage that is accurate, readable, and applicable
- How: Develop and follow periodic inspection program, take corrective actions during and after inspections as needed, develop, analyze and maintain records of inspections and corrective actions, and budget accordingly

VI.1.5 Airfield Inspection Program

ACTION PLAN (Development & Maintenance)

- Who: Airport manager and maintenance department
- What: Airport safety self-inspection program currently in place will be further developed using AC 150/5200-18 and will specify procedures for monitoring airport environments in order to identify unsatisfactory conditions for prompt corrective actions
- When: Daily, weekly, monthly, quarterly and annually depending on the type of inspection; revised program to be developed by end of 2016, implemented in 2017
- Where: Airport property, equipment, buildings, and systems
- Why: To identify and act on hazardous airport conditions as they develop
- How: Following procedural policies, adhering to guiding documents that require inspection, reporting on appropriate forms and checklists, analyzing and maintaining records

VI.1.6 Airfield maintenance – pavement markings, signs, lighting, crack seal, FOD management, vegetation management etc

ACTION PLAN (Maintenance)

- Who: Airport maintenance department with help from users, tenants and entities that become available
- What: Preventative maintenance necessary to preserve existing and future airport buildings, grounds, pavements, utilities, and systems in good condition. Typical preventive and regular or recurring pavement maintenance, for example, includes: routine cleaning, filling, and/or sealing of cracks; patching pavement; seal coating; grading pavement edges; maintaining pavement drainage systems; and restoring pavement markings. Each airport asset has a similar list of regular maintenance items required.
- When: Continuous
- Where: Airport property
- Why: Timely maintenance, servicing, and repair of airfield property, utilities, and systems prolong useful life and create a safe operational environment for tenants, users, and employees. For example, care for pavements is essential to maintain adequate load-carrying capacity, good ride quality necessary for the safe operation of aircraft, good friction characteristics under all weather conditions, and minimizing the potential for foreign object debris (FOD).
- How: Annual work plans, continual communication between administration and maintenance within the airport and City, accurate budgeting, obtaining and maintaining appropriate equipment, obtaining and retaining appropriate staffing levels

VI.1.7 Pedestrian and Ground Vehicle Program maintenance, training, and dissemination

ACTION PLAN (Development and Dissemination)

- Who: Airport manager
- What: Document that contains relevant and current information on the rules for walking or operating a vehicle on the airside of the airport
- When: As new tenants arrive; periodic review
- Where: Airport property
- Why: Limit access to movement areas and safety areas only to those pedestrians and ground vehicles necessary for airport operations and ensure that tenants and users have the information to do so
- How: Ensure all airport access is controlled by the airport manager who will review information, rules and procedures with tenants; make P&GV information and rules document available online;

VI.2 GOAL: Reach, maintain and foster financial self-sufficiency

OBJECTIVES Internal:

VI.2.1 Accomplish as much in-house as possible

1. Snow Removal ACTION PLAN (Develop and Implement)

- Who: Airport Manager
- What: Document that establishes snow and ice removal and control procedures
- When: Developed 2015, implemented in winter 2015/2016
- Where: SFM
- Why: Continuity of operations; reduction of hazardous contaminants (snow, ice, slush) using timely and uniform methods; identify roles and establish lines of communication and priority areas
- How: Pre-season and post-season meetings with airport manager, maintenance department, affected city departments (Parks and Public Works), tenants and businesses to gather information, review plans and best practices, and receive comments and suggestions; review and modify plan based on feedback and AC 150/5200-30

2. Writing of plans such as SWPPP ACTION PLAN

- Who: Airport manager
- What: Airport plans, guiding documents, programs, etc.
- When: As needed, when practical, and when workload allows
- Where: SFM
- Why: Reduce costs associated with outside firms preparing documents; increased familiarity with documents, guidance, laws, etc; more tailored final products
- How: Continual research, training, collaborative efforts with other airports, and good time management

3. Airport Manual ACTION PLAN (Development)

- Who: Airport manager
- What: A "one stop shop" for all current information about SFM as it relates to FAA requirements. Though SFM is not Part 139 certified (it does not serve commercial air carriers), the manual will be structured using Part 139 and AC 150/5210-22. Sections will include: Table of Contents, Exhibits, Distribution List, Revision Log, Introduction, Records, Personnel, Paved Areas, Unpaved Areas, Safety Areas, Marking, Signs & Lighting, Snow & Ice Control, Hazardous Materials, Storage & Handling, Traffic & Wind Indicators, Airport Emergency Plan, Airport Self Inspection Program, Pedestrians & Ground Vehicles, Obstructions & Obstruction Lighting, Protection of NAVAIDs, Public Protection, Wildlife Procedures, Airport Condition Reporting, Identifying Marking and Lighting,
- When: December 2016
- Where: SFM
- Why: Ensure that new and seasoned personnel understand how airport management will attain regulatory compliance while still maintaining flexibility to address unforeseen circumstances
- How: An accurate, comprehensive manual will provide airport personnel and city officials with the information needed to run the airport and maintain FAA compliance.

4. Grant administration ACTION PLAN

- Who: Airport manager
- What: Apply for, administer, and closeout grants in house without use of a third party
- When: As needed, when practical, as workload allows; most recent: AIP 31 Loader Purchase, Small Community Air Service Development Program Grant for a Bus Feasibility Study
- Where: SFM
- Why: Save money, increase efficiency and familiarity with projects
- How: Continual research and training on grant procedures for airports

5. In-House Grounds Maintenance ACTION PLAN

- Who: Airport maintenance department
- What: Various tasks and duties relating to the maintenance of the airfield that can be performed by existing maintenance personnel in-house instead of by a third party contractor
- When: As needed, when qualified and appropriately equipped; most recent: wildlife hazard management, snow removal (Loader), crack sealing, pavement marking application, pesticide/ herbicide application
- Where: SFM
- Why: Save money, increase effectiveness, timeliness, safety, and efficiency of work
- How: Research, obtaining quotes and evaluating options, continual training in applicable areas to qualify staff, maintaining appropriate staffing levels and equipment needed, additional certifications/ licenses etc. as needed

VI.2.2 Sell City-owned non-essential buildings

1. City Hangar ACTION PLAN

- Who: City Manager, airport manager, real estate agent
- What: sell city-owned hangar and enter into land lease and operating rights agreement with new owner
- When: In progress
- Where: SFM, 11 Presidential Lane
- Why: Reduce costs and workload to airport manager and staff associated with building maintenance, utilities, repairs, tenant recruitment and retention; proceeds from sale will fund the airport's portion of the airport maintenance building design and construction in 2017
- How: Listing with real estate agent and advertising

2. Existing Maintenance Shop ACTION PLAN

- Who: City Manager, airport manager, real estate agent
- What: Sell maintenance shop building
- When: Upon completion of the new facility in 2017
- Where: SFM, east ramp adjacent to South Sanford Fire Station
- Why: Building will no longer be needed for maintenance operations; reduce costs and workload to airport manager and staff associated with building maintenance, utilities, repairs, tenant recruitment and retention; proceeds from sale will fund the airport's portion of the airport maintenance building design and construction in 2017
- How: Listing with real estate agent and advertising

3. Others as opportunities arise ACTION PLAN

- Who: City Manager, airport manager, real estate agent
- What: Sell non-essential buildings and/ or land
- When: As opportunities present
- Where: SFM
- Why: Buildings and/ or land will no longer be needed for airport operations; reduce costs and workload to airport manager and staff associated with building maintenance, utilities, repairs, tenant recruitment and retention; proceeds from sale will offset airport operating expenses
- How: Listing with real estate agent and advertising; land release process to clear federal grant obligations for sale of land will be needed and includes a survey, appraisal, and lengthy amount of paperwork

VI.2.3 Develop uniform guiding documents that promote order, ease of updating, clear cost structure, and reflect current situation

1. Minimum Standards ACTION PLAN (Update and Implement)

- Who: Airport manager with City Manager review and Council approval
- What: Document that sets standards for the types, kinds, and classes of aeronautical activities allowed on the airport
- When: 2016
- Where: SFM
- Why: Ensures a safe, adequate, and equitable level of operation and service offered to the public; Promotes the orderly development of airport land, and ensure efficiency of operations
- How: Review of existing standards; write and develop with FAA guidance including but not limited to FAA Compliance Manual and AC 150/5190-6 and 150/5190-7 and tailor to SFM; compare with other similar sized airports

2. Hangar Construction Standards ACTION PLAN (Update and Implement)

- Who: Airport manager with City Manager review and Council approval
- What: Standards for acceptable methods of constructing new hangars
- When: Spring 2017
- Where: SFM
- Why: Ensures a safe, adequate, and equitable level of construction; Promotes the orderly development of airport land, and ensure efficiency of operations
- How: Review of existing standards, research and compare with other similar sized airports in similar climates, write and develop new document

3. Airport Lease and Operating Rights Agreements ACTION PLAN

- Who: Airport manager with City Manager review and Council approval
- What: Update lease agreement terms and conditions
- When: As needed as agreements are due to expire
- Where: SFM
- Why: Keep current with airport policies and rate and fee structures, and applicable federal, state and local laws
- How: As terms are coming to an end make contact with tenants and review plans; present documents and any new terms

VI.2.4 Work together with other City Departments where practical and appropriate

ACTION PLAN (Collaborate)

- Who: Department Heads and City Manager
- What: work together toward shared goals; utilize surplus equipment for wider benefit
- When: As opportunities present
- Where: Sanford
- Why: To improve efficiency, reduce redundancy, and streamline operations
- How: Communicate regularly and effectively

VI.2.5 Improved web presence

ACTION PLAN (Development and Update)

- Who: Airport Manager
- What: Airport web site and social media accounts
- When: As needed and continuous
- Where: Internet: city website and Facebook
- Why: Provide information for potential customers and users, current tenants, based pilots, and the community
- How: Actively participate on social media; keep webpage updated

OBJECTIVES External:

VI.2.6 Access, monitor and utilize the GSAccess system for the procurement of surplus equipment

ACTION PLAN

- Who: Airport Manager and Airport Maintenance Supervisor
- What: GSAccess is a federal government program where entities can search, review and claim surplus equipment around the country from other government entities; many of the items and equipment are available at no cost other than pickup or delivery
- When: Access gained in 2015; monitor regularly
- Where: SFM
- Why: Save a considerable amount of money on items and equipment needed for operations and maintenance but not funded through the budget due to lack of funds
- How: Maintain an approved list of items and equipment needed; keep list updated and present periodically to the City Manager and Property Sub Committee; continuously monitor the program for available items and equipment; budget for travel and pickup

VI.2.7 Explore possibilities for reducing, refunding, or eliminating aircraft excise tax

ACTION PLAN

- Who: Airport Manager and City Manager as approved by the City Council
- What: Aircraft excise tax is now collected and applied at the local level by the airport manager (previously state collected) using a mil rate based on the age of the aircraft and determined by multiplying the average equipped price of the aircraft by the appropriate mil rate each year; there is no local registration element
- When: As workload allows
- Where: SFM

- Why: Opportunity to differentiate SFM from other nearby airports in Maine and NH, creating competition and a business environment that attracts new based pilots and tenants, generating revenue and increasing economic development (hangar construction, land lease revue, fuel sales, aircraft maintenance, etc)
- How: Research applicable laws and explore opportunities, if any

VI.2.8 Maintain active membership on appropriate boards and associations

1. Maine Aeronautical Advisory Board, MAAB ACTION PLAN

- Who: Airport Manager
- What: Board meets 2-3 times per year at various airports around the state. Duties of the Board are to “advise the Department on matters relating to aeronautics and recommendations for change to the aeronautical laws and comments upon the present and future needs of that service.” In addition to the statutory duties, the board shall focus on recommendations that enhance the economic opportunities and safety of the general public.
- When: Airport manager’s term of membership began 08/01/2014 and ends 07/31/2016
- Where: State of Maine
- Why: Advise MDOT on items important to SFM and aviation in the state; stay current on pending legislation as it applies to aviation; network with other airport managers, state officials, and pilots
- How: Continue membership on the board if able; attend meetings

2. Maine Airport Manager Committee, MAMC ACTION PLAN

- Who: Airport Manager
- What: Sub Committee of the Maine Aviation Business Association comprised of airport managers in the state of Maine
- When: bi-annual meetings
- Where: various airports around the state
- Why: Networking, support, advice, best practices, unity, current events and issues
- How: Attend meetings and contribute to discussions

3. Maine Beaches Association, MBA ACTION PLAN

- Who: Airport Manager as representative for Growth Council Director
- What: A coalition dedicated to serving tourism made up of chambers of commerce and the Sanford Regional Economic Growth Council serving the south coast of Maine.
- When: Monthly
- Where: Several locations around the region
- Why: Promote southern Maine as an exceptional, 4-season travel experience through regional marketing projects, communication among partnering members, and education and advocacy on behalf of tourism at the local and state levels.
- How: In the current climate of stretched resources and competing entities, the MBA focuses on how tourism partners can work smarter, not harder, by working together. Collectively, projects achieve far more bang for their buck, reducing costs for participation and improving presentation of the region to potential visitors and travel professionals. Membership and participation allow the airport to achieve far more and reach different markets than it ever would on its own.

VI.2.9 Create competitive and attractive business environment to retain existing tenants and recruit new tenants

ACTION PLAN

- Who: Airport Manager, City Manager, and support from City Council
- What: Maintain good relationships with existing tenants and businesses; streamline processes and reduce barriers to entry for prospective qualified tenants and businesses; develop and maintain infrastructure to further safety and create development opportunities (e.g. southwest ramp development); foster and encourage existing businesses to continue to develop, improve, and expand
- When: As opportunities present
- Where: SFM
- Why: To achieve our mission and values statements, further economic development in the community and improve airport self-sufficiency
- How: formulation, periodic review and update of guiding documents, ease of access to information, and innovative solutions

VI.2.10 York County Involvement

ACTION PLAN

- Who: Airport Manager, City Manager with support from City Council
- What: Explore possibility for County involvement in airport support and funding
- When: As workload allows and opportunity presents
- Where: SFM and York County
- Why: Support recognition that, although the airport is owned, operated and funded by the City of Sanford, it serves the entire York County region, particularly coastal communities
- How: Evaluation of economic impact data (possibly a study) and airport user data to determine how much of an impact the airport truly has on surrounding communities; network with other communities to garner support for the airport and the services it provides before taking the topic to the County level

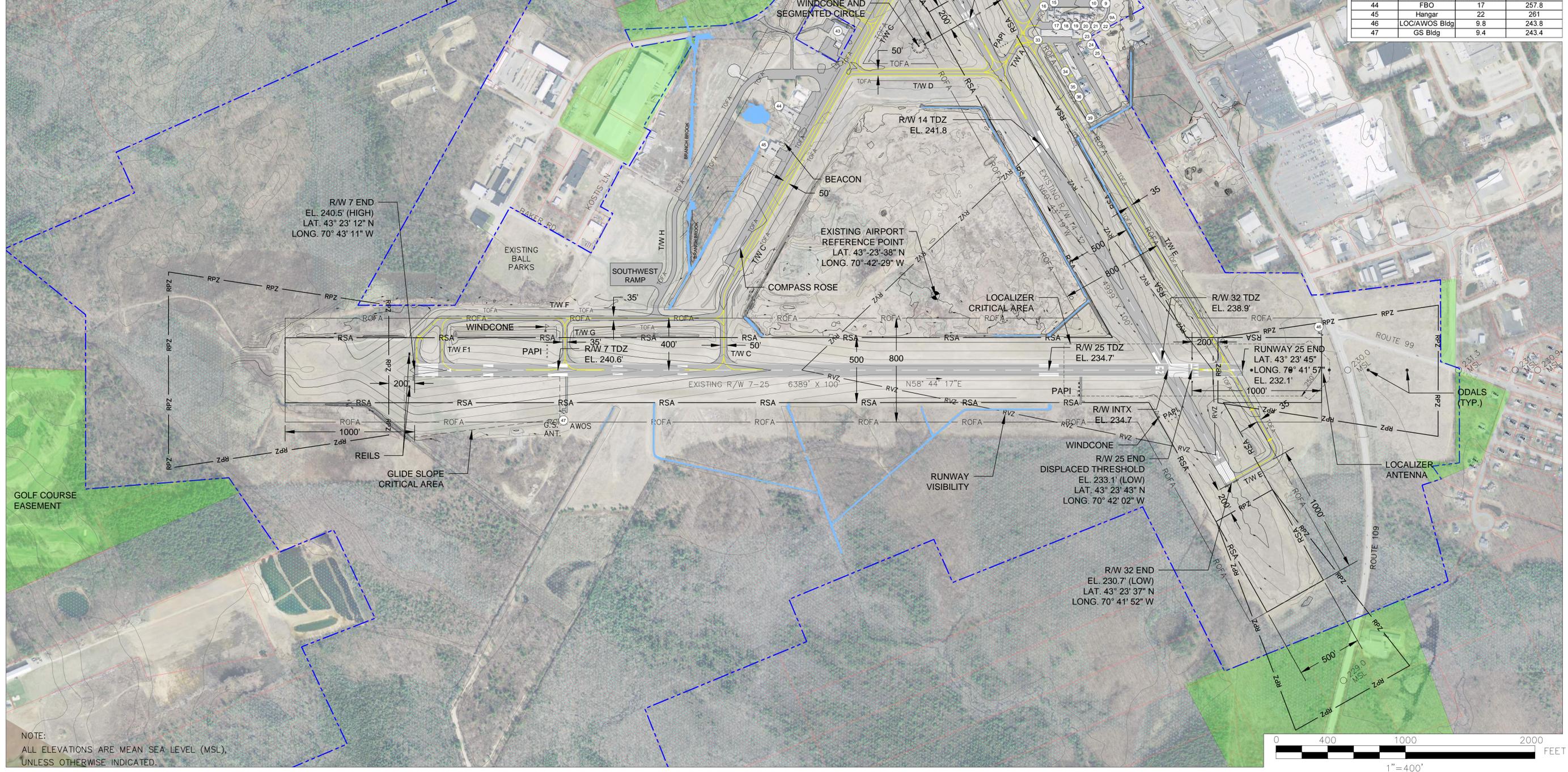
Seacoast
Regional Airport

VII. APPENDICES
APPENDIX A: SITE MAPS

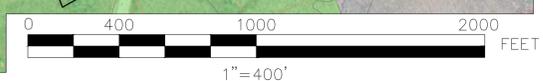


EXISTING	DESCRIPTION
	AIRPORT REFERENCE POINT
	PROPERTY LINE
	RUNWAY VISIBILITY ZONE
	RUNWAY SAFETY AREA
	RUNWAY OBJECT FREE AREA
	TAXIWAY OBJECT FREE AREA
	DEPARTURE SURFACE
	THRESHOLD SITING SURFACE
	LAND RELEASE
RUNWAY PROTECTION ZONES	
	RUNWAY PROTECTION ZONE
	CONTOUR LINES
	PAVED AIRFIELD SURFACES
	8' FENCE
	ON-AIRPORT BUILDINGS
	THRESHOLD LIGHTS
	PAPI
	RUNWAY END IDENTIFIER LIGHT (REIL)
	WIND SOCK
	BUILDING IDENTIFICATION
	EASEMENT
	NAVAID CRITICAL AREA
	RUNWAY IDENTIFIER
	WETLANDS
	APPROACH/OBSTRUCTION LIGHT
	GATE IDENTIFICATION

Structures, Buildings & Facilities				
Buildings	Description	AGL Peak El.	MSL Peak El.	
1	Hangar	20	260	
2	Hangar	23	262	
3	Hangar	25	265	
4	Airport Storage	11.8	249.8	
5	Electric Vault	10.5	249.5	
6	FBO	23	263.7	
7	Hangar	20	263.8	
8	Fire Station	24	260.1	
9	Hangar	19.5	253.5	
9A	APRT Storage	12	246	
10	Hangar	16	250.4	
15	Hangar	22.5	258.5	
16	Hangar	23	257.9	
17	Hangar	23	257.9	
18	Hangar	23	258.1	
19	Hangar	23	258.2	
20	Hangar	23	258.7	
21	Hangar	23	258.7	
22	Hangar	23	258.3	
23	Hangar	28.3	265.5	
24	Hangar	22	237.4	
25	Hangar	25	237.4	
33	Hangar	17	253.8	
34	Hangar	17	256.7	
35	Hangar	31.3	238.2	
36	Hangar	28.5	266.5	
39	Hangar	18.1	236	
40	Hangar	17	258	
41	Hangar	17	258	
42	Hangar	17	258	
43	TTF FBO	36	276.1	
44	FBO	17	257.8	
45	Hangar	22	261	
46	LOC/AWOS Bldg	9.8	243.8	
47	GS Bldg	9.4	243.4	



NOTE:
ALL ELEVATIONS ARE MEAN SEA LEVEL (MSL),
UNLESS OTHERWISE INDICATED.



REV. NO.	DATE	DESCRIPTION	BY

SHEET TITLE
EXISTING AIRPORT CONDITIONS

Hoyle Tanner & Associates, Inc.
150 Dow Street Manchester, NH 03101
tel: (603) 669-5555
fax: (603) 669-5166
www.hoyletanner.com

Sanford Seacoast Regional Airport

Drawing name: H:\060233\dwg\Centric\A-4.1 Existing\A.P.dwg Sep 22, 2015 - 2:07pm

PROJECT NO.: 060233
DRAWN BY: JLC
DESIGN: JLC
CHECKED: JRM
DATE: OCTOBER 2015

AIP NO.: 3-23-0003-027-2013
BY: [blank]
SHEET 2 OF 12

GROUND LEASE AGREEMENT

between

City of Sanford, Maine

and

Sanford Airport Solar, LLC

**GROUND LEASE AGREEMENT
SUMMARY PAGE**

THIS GROUND LEASE AGREEMENT (“Lease”) is made, dated and effective as of _____ (the “Effective Date”), and between the City of Sanford, **Maine** (referred to as the “City” or the “Owner”) and Tenant (“Tenant”), designated in the Basic Terms and Conditions below:

Basic Terms and Conditions

Effective Date of this Agreement:	_____
City:	City of Sanford, Maine
City’s Address:	City Manager’s Office City of Sanford 919 Main Street Sanford, ME 04073
Tenant:	Sanford Airport Solar, LLC
Tenant’s Address:	40 Lafayette St Yarmouth, Maine 04096
Property:	Two Hundred twenty-six (226) acres in County of York, Town of Sanford, Maine as specifically described in <u>Exhibit A</u> .

<p>Length of Lease Term:</p>	<p>The “Development Term” shall be a period of four (4) years, with one (1) one-year extension option (i.e., totaling up to five (5) years if all options and extensions are exercised), all as set forth in <u>Section 4.01(a)</u>. The Tenant may exercise an option to extend the term of the Lease through the Production Term by achieving the Generation Commencement Date. Should the Generation Commencement Date occur any time prior to the expiration of the Development Term, the “Production Term” will automatically commence and continue, unless terminated earlier as provided herein, to a date which is 5 years from the Generation Commencement Date, subject to seven extension terms of 5 years each (i.e., totaling up to 40 years of Production Term if all options and extensions are exercised), all as provided in <u>Section 4.01(b)</u>. The “Restoration Term” shall begin on the earlier of (a) any termination of this Lease pursuant to <u>Section 12.20</u>, if it occurs and if construction has commenced, or (b) the expiration or earlier termination of the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y), when Tenant completes the Restoration Obligations, or (z) 12 months from the date the Restoration Term begins.</p>
<p>Development Term Rent:</p>	<p>One-time payment of \$10,000 to be paid by Tenant to City (the “Signing Fee”), and if construction commences, a one-time payment of \$5,000.00 to be paid by Tenant to City (the “Construction Start Fee”), and if the Development Term is extended, a one-time payment of \$20 per acre (the “Additional Development Term Rent” and together with the Signing Fee and the Construction Start Fee, the “Development Term Rent”). Development Term Rent is payable as required in <u>Section 5</u>.</p>
<p>Production Term Rent:</p>	<p>During the Production Term (if it occurs), Tenant will pay City for each Lease Year as set forth in Column A of the following table, an amount equal to the “Production Term Rent”, which shall be calculated by multiplying the amount shown in Column B below by the total number of acres of the Property upon which Solar Panels are installed as of the first day of the applicable Lease Year. After the first five year period of the Production Term, the Per Acre Installed Amount in Column B shall be adjusted for each subsequent five year term by a percentage equal to \$100 per acre or the percentage increase in the Consumer Price Index (“CPI Index”) for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, published by the Bureau of Labor Statistics, whichever is greater, from the beginning of the prior five year period until the end of the prior five year period (the “CPI Increase”). For example, the Per Acre Installed Amount for Lease Years 6-10 shall equal the Per Acre Installed Amount for Lease</p>

Years 1-5, adjusted upward based on the percentage of increase of the CPI Index from Lease Year 1 to the Lease Year 5. Further as an example, if the CPI Index goes up ten percent over the Lease Years 1-5, then the Per Acre Installed Amount for Lease Years 6-10 shall be \$800; if the CPI increases by fifteen percent in the same period, then the Per Acre Installed Amount for Lease Years 6-10 shall be \$805. Notwithstanding the foregoing, no increase in the Per Acre Installed Amount in Column B after Lease Years 1-5 shall be more than the ceiling set forth in Column C. Further, notwithstanding anything to the contrary, there shall be no increases in Production Term Rent during Lease Years 26 through 40 (except for the initial increase from Lease Year 25 to 26), regardless of the 3 extension terms of 5 years each contained within said period.

<u>Column A:</u> Lease Year	<u>Column B:</u> Per Acre Installed Amount	<u>Column C:</u> Ceiling on Increases
1-5	\$700	N/A
6-10, if extended	\$700 plus \$100 per acre or CPI Increase, whichever is greater	Increase of no more than \$150 per acre
11-15 if extended	Year 6-10 plus \$100 per acre or CPI Increase, whichever is greater	Increase of no more than \$150 per acre
16-20 if extended	Year 11-15 plus \$100 per acre or CPI Increase, whichever is greater	Increase of no more than \$150 per acre
21-25 if extended	Year 16-20 plus \$100 per acre or CPI Increase, whichever is greater	Increase of no more than \$150 per acre
26-40, if extended	Year 20-25 plus \$100 per acre or CPI Increase, whichever is greater	Increase of no more than \$150 per acre

Restoration Term Rent:	Tenant will not owe any amounts to City as rent during the Restoration Term.
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DESCRIPTION OF EXHIBITS

Exhibit A	Lease Premises Legal Description
Exhibit B	Site Plan of Lease Premises and Site Improvements
Exhibit C	Memorandum of Lease Agreement

(Remainder of page intentionally blank)

RECITALS

WHEREAS, the City owns and operates Sanford Seacoast Regional Airport (the “Airport”), located in the City, and Tenant desires to obtain certain rights, services, and privileges in connection with the use of the Airport; and

WHEREAS, the City has determined that in the exercise of its lawful functions, and to serve better the Airport’s public use, it is desirable and appropriate that a photovoltaic power system (the “System”) be developed, constructed, equipped, and operated on Airport land, and that such use is compatible and appropriate within the uses allowed for Airport land, in order to put the same to full, productive use and for the benefit of the Airport; and

WHEREAS, the City deems it appropriate and necessary in the public interest to have the System, which is owned by Tenant, operated upon the Airport by the Tenant; and

WHEREAS, Tenant hereby binds itself, subject to the terms and provision of this Lease, to pay to the City the rentals and payments required herein and to otherwise perform all of the terms and conditions of this Lease;

NOW THEREFORE, for and in consideration of the rentals and of the terms and conditions stated in this Lease on the part of the Tenant to be kept, observed and performed, the City does by these presents demise and lease to Tenant, and Tenant has agreed to take and does hereby take from the City, the Lease Premises (as defined below), as they may be improved, all upon and subject to the following terms and conditions:

SECTION 1 GENERAL

1.01 CONSIDERATION. The City enters into this Lease in consideration of the payment by Tenant as herein provided and of the performance and observance by Tenant of the covenants and agreements herein.

1.02 INCORPORATION OF ATTACHED SUMMARY PAGES, EXHIBITS, AND ADDENDA. The Summary Pages attached to the Lease and the Exhibits and Addenda as described on the Summary Pages and attached to this Lease are incorporated into this Lease by reference.

1.03 CONDITIONS PRECEDENT TO EFFECTIVENESS OF LEASE. The Parties agree that acknowledgement of no objection from the Federal Aviation Administration of the plans for the System shall be a condition precedent to the effectiveness of this Lease.

SECTION 2 DEFINITIONS

2.01 AIRPORT DESIGN STANDARDS. “Federal Aviation Administration Design Standards” shall mean the design standards and criteria for federally obligated Airports pursuant to **FAA Advisory Circular 150/5300-13A, and other applicable Advisory Circulars** as they may be amended from time to time.

2.02 AIRPORT MANAGER. “Airport Manager” shall mean the manager of the Sanford Seacoast Regional Airport in Sanford, Maine.

2.03 AIRPORT STORMWATER POLLUTION PREVENTION PROGRAM. “Airport Stormwater Pollution Prevention Program” shall mean the best management practices recommended by the Federal Aviation Administration for the management of wastes generated at the Airport.

2.04 AUDITOR. “Auditor shall mean the City’s Auditor and his authorized representative.

2.05 BUILDING CODE. “Building Code” shall mean the Building Code for the City.

2.06 CITY MANAGER. “City Manager” shall mean the City Manager of Sanford, Maine

2.07 COMMENCEMENT DATE. “Commencement Date” shall mean the date the Site Improvements are completed and have passed their initial performance tests and have begun to commercially deliver electricity to the transmission grid, as established and memorialized by a written notice issued by Tenant and addressed to the Manager.

2.08 DEVELOPMENT TERM. “Development Term” shall mean the period during which Tenant performs development activities, including but not limited to measuring the solar resource, obtaining permits, securing Tenant’s position to interconnect into the grid and constructing the System, as more particularly defined in the Basic Terms and Conditions and Section 4.01(a).

2.09 GENERATION COMMENCEMENT DATE. “Generation Commencement Date” shall mean the date on which the System that may be constructed on the Land has passed its initial performance tests and has begun to commercially deliver electricity into the transmission grid.

2.10 LAND. “Land” shall mean the parcel of real property legally described on Exhibit A and generally depicted on Exhibit B attached hereto and containing the number of acres, more or less, as set forth therein.

2.11 LEASE PREMISES. “Lease Premises” shall mean the Land upon which the System is installed.

2.12 LEASE RIGHTS. “Lease Rights” shall mean the following lease rights in, on, under, over, across, along, and above the Land:

- (a) The right to install, use, repair, improve, relocate, replace and remove transmission facilities to be placed in locations reasonably agreed between Tenant and the City.
- (b) A non-exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature

whatsoever resulting, directly or indirectly, from any operations conducted, or System owned, leased, operated or maintained by Tenant on the Leased Premises and on lands near the Lease Premises.

- (c) The right to use construction staging and laydown areas in locations reasonably agreed between Tenant and Owner for installing, using, repairing, improving, relocating, replacing, and removing the System.
- (d) The exclusive right to study, develop, and use the Land for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted.
- (e) The exclusive right to capture, use and convert unobstructed solar resources over and across the Lease Premises.
- (f) The right to subjacent and lateral support for the System.

2.13 LEASE YEAR. “Lease Year” shall mean the period from the Generation Commencement Date through the December 31 of the calendar year in which the Generation Commencement Date occurs (which shall be deemed the first Lease Year), and each subsequent calendar year during the Production Term.

2.14 PAST DUE INTEREST RATE. “Past Due Interest Rate” shall mean interest accruing at One Percent (1%) per month on all delinquent accounts more than 30 days past due.

2.15 PRODUCTION TERM. “Production Term” shall mean the period during which the System is generating and delivering energy into the transmission grid, commencing upon the Generation Commencement Date and terminating upon expiration or earlier termination as provided herein.

2.16 RESTORATION OBLIGATIONS. “Restoration Obligations” shall mean Tenant’s obligations to (i) remove from the Land any part of the System owned, installed or constructed by Tenant thereon, (ii) fill in and compact all trenches or other borings or excavations made by Tenant on the Land (excepting borrow pits and quarries), and (iii) leave the surface of the Land free from debris, as more particularly defined and described in Section 4.01(c).

2.17 RESTORATION TERM. “Restoration Term”, as described in the Basic Terms and Conditions, shall mean the period beginning on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and expiring on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations,.

2.18 SITE IMPROVEMENTS. “Site Improvements” shall mean all initial construction and any improvements on the Lease Premises, as well as any other improvements outside of the Lease Premises but on Airport property, including access roadway improvements, drainage improvements, utility and System interconnects, as described in Exhibit B attached hereto, and

any future improvements approved by the Manager and constructed by Tenant pursuant to terms of this Lease.

2.19 SYSTEM. “System” shall mean the solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and utility interconnections installed by Tenant on the Lease Premises and part of the photovoltaic power generating system owned and operated by Tenant, together with transmission and other facilities that may be located on the Land.

2.20 TENANT’S EQUIPMENT. “Tenant’s Equipment” shall mean personal property and equipment, and signs used in the operation of the business of Tenant on the Lease Premises, but not specifically part of the System.

SECTION 3 LEASE OF PREMISES

3.01 LEASE RIGHTS GRANTED. The City grants to Tenant the Lease Rights, together with the right to construct upon, occupy and use the System on the Lease Premises consistent with and subject to all of the terms and provisions of this Lease. The rights and privileges granted herein are subject to prior easements, rights of way, and other matters affecting title to the Land. The Land is expressly subject to an avigation easement hereby reserved to the City and the Airport for the flight of aircraft over the Lease Premises. Should any easements or rights of way to the Land that would prevent Tenant’s performance hereunder materialize at some future date, the City agrees to resolve and work around such matters at its sole cost and expense.

3.02 USE OF LEASE PREMISES. Tenant shall have the exclusive right to construct upon and use the Lease Premises solely for the installation and operation of the System and related services as set forth on the Summary Pages. The Lease Premises shall be utilized for no other purposes, unless otherwise authorized in writing by the Airport Manager.

3.03 RIGHTS NOT EXCLUSIVE. The City reserves the right to grant to other tenants the right to provide the same or similar services as described on the Summary Pages at other locations at the Airport and in the City; provided, however, that such grant to other tenants shall not interfere with Tenant’s rights hereunder. Tenant expressly understands and agrees that although it has the exclusive right to produce solar energy on the Lease Premises, its rights to produce solar energy for the City are not exclusive.

3.04 CITY RESERVATION; NO INTERFERENCE. The City reserves for itself the right to install utilities upon areas of the Lease Premises as necessary or convenient for the operation of the Airport, and the City further shall have the right to grant easements in areas of the Land for the installation of utilities, provided that the use of such areas or the grant of such easements does not interfere with the Tenant’s operations and use of the Lease Premises. The Tenant shall not be entitled to any compensation or abatement of rent if the use of such areas or the grant of such easements does not unreasonably interfere with the Tenant’s operations or use of the Lease Premises. Tenant shall abide by all other existing easements on the Lease Premises. Notwithstanding the above, and notwithstanding the System’s presence as a fixture on the Lease

Premises, the City represents to Tenant that the City has legal title to the Land and that there are no circumstances known to the City and no commitments to third parties that may damage, impair, or otherwise adversely affect or interfere with the System or its function by blocking the System's insolation and access to sunlight; furthermore, the City covenants that the City shall not cause or permit any such interference with the System's insolation and access to sunlight.

3.05 MEANS OF ACCESS. Tenant, its agents and employees, have a non-exclusive right of ingress to and egress from the Lease Premises. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress, and any other area at the Airport or in its environs presently or hereafter used as such, so long as there is reasonable access, ingress and egress available to the Lease Premises at all times. Tenant hereby releases and discharges the City of and from any and all claims, demands or causes of action which the Tenant may at any time have against the City arising or alleged to arise out of the closing of any roadway or other right-of-way for such access, ingress and egress or other area at the Airport or in its environs used as such, so long as reasonable and proper notice of such modification was given by the City to Tenant, and reasonable access, ingress and egress is available after any such modification. Ingress and egress to the Lease Premises will be through existing Airport access points, and will be monitored by the Airport Manager or their designated representative.

3.06 RIGHT OF INSPECTION. The City retains the full right of entry upon the Land and to the Lease Premises, with reasonable notice to Tenant, for any purpose necessary, incidental to or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection or conducting any testing it deems necessary. The City shall not be obligated to notify Tenant in advance of any entry upon the Land and/or the Lease Premises by the City or agent of the City that is deemed by the City to be of any emergency nature, in the sole discretion of the City, and the City agrees to give notice to Tenant within a reasonable time after such emergency entry. No such entry by or on behalf of the City upon the Land and/or the Lease Premises shall constitute or cause a termination of the Lease nor shall such entry be deemed to constitute an interference with the possession thereof by the Tenant. The City and its agents shall comply with all safety, environmental, security, or other procedures required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry, which may be enacted and affects the System. Tenant shall have the right to have its agents and/or representatives accompany the City and/or its agents for any entry upon the Land and/or the Lease Premises.

SECTION 4 TERM

4.01 TERM. The term of this Lease shall consist of the Development Term plus, if it becomes effective, the Production Term, plus, if exercised, up to seven Extension Terms, plus the Restoration Term. Prior to the expiration of the Development Term, Tenant shall have the option to extend the term of this Lease through the Production Term, exercise of such option by Tenant being made and evidenced solely by achievement of the Generation Commencement

Date. Notwithstanding any other provision of this Lease (including any Lender protection provisions), if the Development Term of this Lease expires in accordance with the terms of this Lease, prior to the Generation Commencement Date occurring, this Lease shall automatically terminate at the expiration of the Restoration Term that follows the Development Term.

(a) The Development Term shall commence on the Effective Date and continue for a period of four (4) years, provided, however, that (x) Tenant shall have the right to extend the Development Term one (1) time for an additional one (1) year by delivering written notice of such extension to City at least thirty (30) days prior to the then-current expiration date of the Development Term, and (y) if Tenant notifies City at least thirty (30) days prior to the expiration of the Development Term, as may have been extended by Tenant, that Tenant has commenced construction of the System, then the Development Term shall not expire on its scheduled expiration date but shall be automatically extended until the earlier of (i) the Generation Commencement Date or (ii) one (1) year after the previously-scheduled expiration date for the Development Term. In the event Tenant extends the Development Term, Tenant shall owe the Additional Development Term Rent as set forth in Section 5. Tenant shall have “commenced construction” of the System, if Tenant commences the installation of vertical improvements for the System on the Land and is diligently pursuing construction of the System on the Land. The Development Term shall, in all events, terminate on the Generation Commencement Date and the Production Term shall commence.

(b) The Production Term, if it occurs, shall commence on the Generation Commencement Date and continue to the date that is five (5) years from the Generation Commencement Date, provided, however, that Tenant shall have the right to extend the Production Term by seven separately exercised periods of five (5) years each (each such five year period, an “Extension Term”) if Tenant delivers written notice of such extension to City at least one hundred eighty (180) days prior to the then-current expiration date of the Production Term or the then-current expiration date of the Extension Term, as applicable (the “Extension Date”). The parties understand that the Production Term could total up to 40 years if all seven options for Extension Terms are exercised. The parties intend that the Tenant not lose any option to extend an Extension Term through inadvertence or mistake. Accordingly, and notwithstanding the foregoing, if Tenant shall fail to exercise its renewal option for an Extension Term within such time period as set forth above, Tenant’s right to exercise its option for an Extension Term shall nonetheless continue for an additional sixty (60) days following receipt of City’s notice to Tenant and to any Lender of the failure of Tenant to timely exercise such option (the “City Nonrenewal Notice”). If either Tenant or Lender provides notice to City of its intent to exercise such option within such sixty (60) day period following receipt of the City Nonrenewal Notice, then such exercise by Tenant or Lender shall be deemed timely given.

(c) The Restoration Term shall commence on (i) the expiration or earlier termination of the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (ii) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term. The Restoration Term shall expire on the earlier of (y) when Tenant completes the Restoration Obligations, or (z) 12 months from the commencement of the Restoration Term. Subject to the rights of Tenant’s lender or lenders, upon termination of this Lease as provided herein, during the Restoration Term, Tenant shall complete the restoration of the Lease Premises to a condition substantially

similar to the pre-Lease conditions; provided however, the restoration obligations shall not include the replanting of trees, removing of access roads constructed by Tenant (unless the City elects for the access roads to be removed pursuant to Section 4.03) or regrading to existing conditions, and Tenant shall only be required to remove any part of the System located beneath the surface of the land (such as, without limitation, footings and foundations) to a depth of twenty-four (24) inches below the surface of the land. Nothing contained in this Section shall be construed as precluding Tenant from taking any of the foregoing actions at any time during the Development Term or the Production Term.

4.02 HOLDING OVER. If Tenant holds over after termination of this Lease, thereafter Tenant's occupancy shall be at sufferance but otherwise Tenant shall be bound by all terms and conditions as herein provided in the absence of a written agreement to the contrary. Nothing herein shall be construed to give Tenant the right to hold over at any time, and the City may exercise any and all remedies at law or in equity to recover possession of the Lease Premises, as well as any damages incurred by the City.

4.03 SURRENDER OF LEASE PREMISES. Upon the expiration or earlier termination of this Lease on the date specified in any demand for possession by the City after any default by Tenant, Tenant covenants and agrees that, at the City's option, upon written notice delivered to Tenant within thirty (30) days after expiration or earlier termination of the Lease, then the Restoration Term shall commence and Tenant shall satisfy the Restoration Obligations within the Restoration Term. If termination of this Lease is due to the default of City, the City shall be responsible for Tenant's costs to satisfy the Restoration Obligations. The City shall have the right, by notice delivered to Tenant within thirty (30) days after the commencement of the Restoration Term, to elect whether the access roads constructed by Tenant shall be removed. If Tenant fails to timely deliver such notice, then Tenant shall not be required to remove the access roads. **If termination of this Lease during the Development Term is due to the denial of release from federal grant obligations by the FAA as defined in FAA Order 5190.B or denial of release from the National Emergency Use Provision by the Department of Defense, both the City and the Tenant shall be held harmless.** If Tenant fails to satisfy the Restoration Obligations within the Restoration Term, the City may, at its option, keep and retain any such System or dispose of the same and retain any proceeds therefrom, and the City shall be entitled to recover from Tenant any costs of the City in removing the same and in restoring the Lease Premises subject to ordinary wear and tear, in excess of the actual proceeds, if any, received by the City from disposition thereof. Nothing herein shall limit Tenant's right to remove the System if it so elects.

SECTION 5 COMPENSATION

5.01 COMPENSATION

(a) During the Development Term, Tenant shall pay to the City the Development Term Rent in the amount provided for in the Basic Terms and Conditions. The Signing Fee is payable within forty-five (45) days from the Effective Date. If Tenant exercises the option to extend the Development Term for one (1) additional year, then the Additional Development Term Rent is payable within forty-five (45) days from the date when the additional one (1) year of the Development Term commences. Within forty-five (45) days from the date Tenant has

commenced construction of the System, Tenant shall pay to the City the Construction Start Fee. Tenant shall have “commenced construction” of the Project, if Tenant commences the installation of vertical improvements for the Project on the Property and is diligently pursuing construction of the Project on the Property.

(b) During the Production Term, if it occurs, Tenant shall pay to Owner the Production Term Rent for each Lease Year as provided for in the table set forth in the Basic Terms and Conditions. The Production Term Rent shall be paid to Owner within thirty (30) days of the Generation Commencement Date. Subsequent Production Term Rent shall be paid annually within thirty (30) days of the first day of each Lease Year. Notwithstanding any of the foregoing, Tenant shall have no further liability to make any payments of Development Term Rent or Production Term Rent under this Lease following its termination or expiration. If the first or last Lease Year is less than an entire calendar year, the Production Term Rent shall be prorated for the applicable portion of such Lease Year.

(c) Tenant shall not owe any amounts to the City as rent during the Restoration Term.

5.02 INTEREST ON PAST DUE AMOUNTS

Any payments not made to the City within thirty (30) days after the date such amount is due and owing shall accrue interest at the Past Due Interest Rate, as herein defined, and are subject to collection fees.

5.03 PLACE AND MANNER OF PAYMENTS

All Ground Rent and other compensation payable to the City hereunder shall be made payable to “Airport Revenue Fund” without notice at the following:

Sanford Seacoast Regional Airport
Airport Manager’s Office
167 Airport Road, Suite D
Sanford, Maine 04073

or at such other place as the Airport Manager or his authorized representative may hereafter designate by notice in writing to Tenant.

All sums shall be payable in legal tender of the United States. Any check given to the City shall be received by it subject to collection, and Tenant agrees to pay any charges, fees or costs incurred by the City for such collection, including reasonable attorney’s fees.

5.04 BOOKS OF ACCOUNT AND AUDITING.

Tenant expressly agrees that the City’s Manager and Auditor and their authorized representatives may inspect any sales tax return or report and accompanying schedules and data which Tenant may file with the State of Maine, and any reporting and Environmental Incentive data which Tenant may file with the State of Maine, and waives any claim of confidentiality

which it may have in connection therewith; provided, however, the City may not request any such information from Tenant more than once per calendar year.

SECTION 6 CONSTRUCTION AND INSTALLATION OF SYSTEM

6.01 CONSTRUCTION OF SYSTEM. Tenant shall, at its sole cost, construct and install the System and Site Improvements in full compliance with approved plans and specifications and the requirements of Exhibit E as hereinafter provided.

6.02 CONSTRUCTION OF SITE IMPROVEMENTS. Tenant shall, at its sole cost, construct and install the Site Improvements in full compliance with approved plans and specifications as hereinafter provided including fencing and perimeter access roads. Any fencing will be installed in a manner which enhances the security of the Airport and does not preclude Airport personnel from accessing the Lease Premises.

6.03 APPROVAL OF PLANS AND SPECIFICATIONS. As more fully described in Exhibit E attached, full and complete plans and specifications for all work, site development, facilities and improvements, and a schedule of the time required to complete same, shall be submitted to Airport Manager for review and written approval, with such review and written approval to be issued in a reasonably timely manner. The plans and specifications shall be separately submitted to the City Manager and City Council for Site Plan approval.

First-class standards of design and construction shall be required in connection with all such work, facilities and improvements, and all improvements shall conform with applicable statutes, FAA approval requirements, ordinances, building codes, regulations, Airport Design Standards, Airport Development Guidelines and Airport Environmental Guidelines and other general requirements of the Airport and the City. The approval given by the City shall not constitute a representation or warranty as to such conformity nor does the City warrant the suitability of the site for the Tenant's operations; responsibility therefor shall at all times remain with Tenant.

6.04 COORDINATION OF CONSTRUCTION. Tenant shall cooperate with the City and its planners, designers, architects, and engineers in the construction and installation of the System and Site Improvements on the Lease Premises and comply with the approved plans and specifications of the Building Code, and to the extent applicable the Airport Development Guidelines. Tenant recognizes that during its Construction Period construction may also occur in adjacent areas surrounding its Lease Premises, and Tenant agrees to monitor construction in adjacent areas and coordinate the work of its contractors with the construction, scheduling and construction staging occurring in adjacent areas.

Tenant shall prevent activities associated with the construction or installation of the System at the Airport from interfering with travelers, other businesses or Airport operations, and such activities may be required to be accomplished during off hours, in whole or in part, requiring overtime payments to workers.

Tenant shall be responsible for all utilities needed during construction.

Tenant or its contractor shall at all times keep the construction site and surrounding area in a clean, orderly and safe condition free of accumulated construction debris and waste materials, and shall be responsible for removal of all construction debris and waste materials to a suitable licensed landfill off Airport property.

All construction work, materials, and installations involved in or incidental to the construction on the Lease Premises shall be subject at all times to inspection and approval by the City. The City shall have the right of access to the Lease Premises, upon reasonable prior notice, to monitor and inspect the construction of the Site Improvements to assure that such improvements are constructed and installed in compliance with the approved plans and specifications.

The City shall have the right to halt construction or deny access to the Lease Premises at any time if such construction is at material variance from the approved plans and specifications until such material variance is corrected, or if such construction poses an immediate safety hazard at the Airport, until such safety hazard is eliminated. The City shall cooperate and use its best efforts to alleviate and resolve any such material variance or impediment to the safe operation of the Airport so as to permit continuation of construction as expeditiously as possible.

6.05 ENVIRONMENTAL REQUIREMENTS FOR CONSTRUCTION. In the performance of construction activities for the Tenant Improvements or Site Improvements, Tenant is responsible for insuring that it or its contractor complies with all federal, state and local environmental requirements including without limitation the requirements of Exhibit F attached and the following:

A. Stormwater Permit. If required by law, Tenant shall obtain a construction stormwater permit from the applicable governmental entity.

B. Soil Erosion and Sedimentation Control. Tenant shall submit a plan for the City review and approval pertaining to proposed measures to control soil erosion and sedimentation during construction. The plan shall comply with Technical Specification for Temporary Erosion and Sedimentation Control. These specifications address topsoil stripping, soil stockpiling, runoff control, sedimentation (traps), air and water pollution, maintenance and inspection. Tenant shall implement prudent industry practices in preventing soil erosion and controlling sedimentation.

C. Solid and Hazardous Waste Controls. Tenant is responsible for minimizing the amount of “solid” and hazardous waste generated during construction activities. “Solid waste is defined as all putrescible and non-putrescible solid, semi-solid and liquid wastes, but does not include hazardous waste. An attempt should be made to recycle generated waste. Disposal of waste shall be used as a last resort. Tenant is responsible for the safe disposal of all solid and hazardous waste and shall dispose of such waste in accordance with all applicable laws, regulations and ordinances.

Tenant shall minimize the land disposal of construction waste to the maximum extent practicable. Activities under this provision include the recycling of rebar, concrete, oil, asphalt and drywall.

6.06 AS-BUILT DRAWINGS. Not later than sixty (60) days after completion of all work for the System and any Site Improvements, Tenant shall provide the City complete sets of as-built drawings prepared in accordance with Exhibit E attached. If Tenant fails to provide the as-built drawings after written notice from the City, the City may elect to have the drawings completed and charge Tenant for the costs associated therewith. Tenant agrees that, upon the request of the City, Tenant will inspect the Lease Premises jointly with the City to verify the as-built drawings.

6.07 BUILDING PERMIT. Tenant or its contractor are solely responsible for applying for, obtaining, and paying for all required building permits, licenses and other approvals, and is responsible for submitting plans and specifications to the City for the necessary building permits.

6.08 CONSTRUCTION BONDS. Prior to the commencement of construction, Tenant shall deliver to the City Manager a payment and performance bond in a sum not less than One Hundred Percent (100%) of construction contract price payable to Tenant's contractor. Said bond shall guarantee prompt and faithful payment by the Tenant directly to Tenant's contractors and by Tenant's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom.

All bonds shall be issued by a surety company licensed to transact business in the State of Maine and satisfactory to and approved by the City and shall be in form and with condition as provide in Airport Development Guidelines.

In lieu of a construction bond, the Tenant may provide only such alternate forms of security as are permitted in Airport Development Guidelines, in such form and with conditions as provided therein.

6.09 CONSTRUCTION INSURANCE. Tenant agrees to secure or require each contractor to secure and to keep in full force and effect during and until completion of the System and Site improvements the following insurance:

A. **Builder's Risk Insurance.** A builder's risk insurance policy covering 100% of the construction contract amount.

B. **Commercial General Liability Insurance.** A commercial general liability insurance policy on a comprehensive form, written on an occurrence basis and including coverage for premise/operations, products/completed operations, contractual, independent contractors, broad form property damage, personal injury, and fire legal liability. This commercial general liability insurance policy shall be in an amount not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage in a combined single limit per occurrence and in aggregate, for liability associated with this Lease.

This policy shall be written with an insurance provider acceptable to and approved by the City. It shall further cover the obligations assumed by Tenant hereunder and

shall name and endorse the City as an additional insured. This policy shall contain a waiver of subrogation in favor of the City. This insurance policy shall not contain any care, custody or control exclusions, and shall not contain any exclusion for bodily injury to or sickness, disease or death of any employee of Tenant or any of its contractors which would conflict with or any way impair coverage under the contractual liability endorsement.

C. Business Auto Liability Insurance. A business auto liability insurance policy which includes coverage for owned, non-owned and hired vehicles in an amount not less than One Million Dollars (\$1,000,000) for landside or tunnel access in a combined single limit for damage or bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned or non-owned vehicles, including rented vehicles, and including their use on or off City property or by City personnel. This policy shall name and endorse the City as an additional insured and shall contain a waiver of subrogation in favor of the City.

D. Workers Compensation Insurance. Worker's compensation insurance which shall comply with the requirements of the State of Maine and shall provide coverage including employers liability with a minimum limit of One Million Dollars (\$1,000,000) to protect Tenant from any and all claims arising from performance of work under this Lease.

The above amounts may be increased or modified by the City Manager, at any time during construction.

6.10 INDEMNIFICATION. The City and Tenant, on behalf of itself and its principals, members, officers, employees, agents, representatives, contractors, invitees, licensees, successors and assigns (the "Indemnifying Party"), shall indemnify, defend and hold harmless the other party and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the "Indemnified Party") from and against any expenses, losses, claims, damages, suits, and actions, including arising from (i) physical damage to property (including the personal property of the Indemnified Party) or physical injury to or death of any person, in each case to the extent caused by the negligence or misconduct of the Indemnifying Party, (ii) any violation by the Indemnifying Party of any law, or (iii) any material default by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party, under this Lease. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and other consequential damages that may result from the City's loss of use of any portion of the Lease Premises occupied by the System pursuant to the Lease; provided, however, that an Indemnifying Party shall have no obligation to indemnify or defend any Indemnified Party with respect to any expenses, losses, claims, damages, suits, and actions that result or arise from an Indemnified Party's acts or omissions, negligence or willful misconduct. The parties acknowledge that if the City is a quasi-governmental or governmental entity, then it may have limited legal authority and financial capacity to indemnify Tenant and the City shall indemnify Tenant to the extent of its legal and financial capacity.

6.11 COMPLIANCE WITH ALL LAWS AND REGULATIONS. Tenant agrees not to use or permit the Lease Premises to be used for any purpose prohibited by the laws of the United States or the State of Maine or the ordinances of the City, or not authorized hereunder,

and it further agrees that it will use the Lease Premises in accordance with all applicable federal, state and local laws and all general rules and regulations adopted by the City Manager or the Airport Manager for the management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations, requirements or actions of the Federal Aviation Administration or other authorized federal agency. Tenant further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from Tenant or which the City Manager or Airport Manager may request relating to Tenant's operations.

6.12 RESTRICTION ON CHANGES AND ALTERATIONS. Tenant agrees not to materially improve, change, alter, add to, remove or demolish all or any of the System or Site Improvements without the prior written consent of the City Manager or their authorized representative. Such consent shall not be unreasonably withheld, conditioned, or delayed. Tenant must comply with all reasonable conditions which may be imposed by the City Manager. Full and complete specifications for all work and material improvements, along with a statement of the time required to complete such work shall be submitted to and approved in writing by the City Manager or his authorized representative within fourteen (14) calendar days of submission and before construction work commences. Four copies of plans for all changes or alterations shall be given to the Director, Airport Engineering for review and written approval prior to commencement of construction. After City's final approval, City shall return to Tenant one approved copy for its records and shall retain one approved copy as an official record thereof.

6.13 TITLE TO IMPROVEMENTS; TITLE TO SYSTEM. Tenant agrees that all improvements to the Lease Premises or Airport property, including approved changes and renovations, which are affixed to the realty, shall become the property of the City upon their completion and acceptance by the City. Notwithstanding the foregoing, and notwithstanding the System's presence as a fixture on the Lease Premises, Tenant shall retain title to and be the legal and beneficial owner of the System, and the System shall remain the property of Tenant or Tenant's assigns until such time as the City purchases the System. The City consents to Tenant recording a memorandum of this Lease in the land registry or title records of the county where the Lease Premises are located or other applicable government office. Tenant shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to protect Tenant's rights in the System. The City expressly denies any ownership, interest, operation, responsibility, or liability for the installation, operation or maintenance of the System or the Tenant's Equipment at any time during the Term.

6.14 ENVIRONMENTAL MATTERS. The City represents and warrants that, to the best of the City's knowledge: (i) the Land is in compliance with Environmental Laws (defined below); and (ii) there are no Hazardous Materials (defined below) in, on, or under the Property, other than herbicides, pesticides and fertilizers that have been stored, mixed and applied on the Land in compliance with normal agricultural practices and in compliance with Environmental Laws. "Environmental Laws" means any and all federal, state, local, and foreign environmental, health and/or safety-related laws, ordinances, codes, rules, regulations (as interpreted by judicial and administrative decisions) relating to protection of the environment, health and safety, and natural resources. Environmental Laws includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation

and Recovery Act (“RCRA”), 42 U.S.C. Sec. 6901 *et seq.*, Title 38 of the Maine Revised Statutes (“Environmental Code”), and the common law. “Hazardous Materials” means (i) any and all substances, materials, chemicals, and wastes regulated by Environmental Laws; (ii) “hazardous substance,” “pollutant or contaminant,” “petroleum,” and “natural gas liquids” as such terms are defined or used in Section 9601 of CERCLA or by the Environmental Code; or (iii) hazardous wastes, as defined by RCRA.

6.15 SURVEYS. If Tenant commences construction of the System or terminates the Lease prior to commencing construction of the System, then Tenant shall provide the City with any wetland, rare plant, and other surveys prepared by or on behalf of Tenant during the course of its due diligence activities.

SECTION 7 OPERATION AND USE OF LEASE PREMISES

7.01 OPERATIONS. System production and operation requirements:

A. Tenant shall use commercially reasonable efforts to operate the System in accordance with all requirements of ISO New England Inc., a Regional Transmission Organization.

B. Upon reasonable prior written notice, duly authorized representatives of governmental entities shall be allowed access to the Lease Premises for inspection purposes. All governmental entities and their agents shall comply with all safety, environmental, security, or other procedures reasonably set forth by Tenant as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry. Tenant shall have the right to have its agents and/or representatives accompany the governmental entities and/or their agents for any entry upon the Land and/or the Lease Premises. Tenant agrees to obtain at its own expense, and maintain at all times, all licenses and certificates necessary for its operations on the Lease Premises.

C. Safety and Security: Tenant shall be required to obtain and pay for all required access authorizations, background checks, and badges and permits. If required, Tenant shall establish and maintain a secured (fenced) perimeter at its primary operations area and escort or provide escort for all vendors and suppliers requiring access to the Lease Premises. The parties agree that no secured (fenced) perimeter is required as of the Effective Date. Tenant reserves the right to establish and maintain a secured (fenced) perimeter in the future should Tenant determine such a perimeter necessary.

7.02 CARE OF AREA. Tenant agrees that it will keep the Lease Premises in a neat, clean, safe, sanitary and orderly condition at all times, and free of all paper, rubbish, spills, and debris. Tenant, at its own expense, shall collect and deposit all trash and refuse at frequent intervals from the Lease Premises. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted outside enclosed areas on the Lease Premises.

7.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS: OPERATIONS.

Tenant understands that Section 6.11 applies to all actions governed by this Lease throughout the Term, and understands that it must meet the requirements of all applicable laws.

7.04 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Tenant, in conducting any activity on the Lease Premises, shall acquire all necessary federal, state, local and airport permits and comply with all requirements of such permits and comply with the requirements of Exhibit F attached hereto, regarding the storage, use and disposal of hazardous materials, petroleum products, or any other substance.

The City shall have a right of access to the Lease Premises without prior notice to inspect the same to confirm that Tenant is using the Lease Premises in accordance with this Lease. In the event the City's inspection of the Lease Premises reveals evidence of a potential non-compliance with the terms of this Lease, at the City's request, Tenant shall conduct any further testing and analysis as is necessary to ascertain whether the Tenant is in compliance with this Lease; if such further testing and analysis determines that Tenant is in compliance with this Lease, the City shall be solely responsible for all costs and expenses related to such further testing and analysis.

7.05 STORAGE TANKS. Neither above ground nor underground storage tanks will be permitted on the Lease Premises (this includes special enclosure equipment).

7.06 WASTE OR IMPAIRMENT OF VALUE. Tenant agrees nothing shall be done or kept on the Lease Premises which might impair the value of the City's property or which would constitute waste or a public or private nuisance. The parties acknowledge that the Lease Premises is being used to host an electricity grid-connected photovoltaic solar power plant.

7.07 STRUCTURAL OR ELECTRICAL OVERLOADING. Tenant agrees that nothing shall be done or kept on the Lease Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the System and any Site Improvements which might result in an overload of utility lines serving the Airport or interfere with electric, electronic or other equipment at the Airport. In the event of violations hereof, Tenant agrees to immediately remedy the violation at Tenant's expense, as soon as reasonably practicable once Tenant becomes aware of such violation.

7.08 NOISE, ODORS, VIBRATIONS AND OTHER ANNOYANCES. Tenant shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the Lease Premises or annoy, disturb or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, and vibrations. THE CITY IS AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY, AND KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES, AND THE CITY SHALL HAVE NO RIGHT TO INDEMNITY FOR ANY SUCH CLAIMS UNLESS CAUSED BY MAJOR DEFECTS OF INSTALLATION, MAINTENANCE, OR OPERATION BY TENANT. THE CITY ADDITIONALLY RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN PROXIMITY TO ANY PORTION OF THE SYSTEM AND THE IMPORTANCE OF RESPECTING

GATES, FENCES, SIGNAGE, RULES AND OTHER SAFETY MEASURES UTILIZED BY TENANT, AND THE CITY AGREES TO EXERCISE SUCH CAUTION AND RESPECT SUCH MEASURES AT ALL TIMES AND TO CAUSE ITS PRINCIPALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS TO DO THE SAME, WITH FAILURE TO DO SO CONSTITUTING A MATERIAL DEFAULT AND SUBJECTING THE CITY TO AN OBLIGATION OF INDEMNITY FOR THE CONSEQUENCES THEREOF.

7.09 ACCESSIBILITY. Tenant shall not do or permit to be done anything which might interfere with or hinder police, firefighting, or other emergency personnel in the discharge of their duties.

7.10 NO OTHER ENCUMBRANCES. Tenant covenants and agrees not to encumber the Lease Premises or the City property without the prior written consent of the City Manager, and to keep the Lease Premises free from all liens and encumbrances; provided, however, nothing herein shall affect or limit Tenant's right to hypothecate, mortgage, grant or pledge all or any portion of Tenant's right, title or interest under this Lease without prior written consent of the City Manager.

SECTION 8 UTILITIES, DRAINAGE, MAINTENANCE AND SERVICES

8.01 UTILITIES. Tenant, at its sole cost and expense, shall make, obtain, and establish all electrical interconnections with the utility system(s) in accordance with Central Maine Power, Inc. procedures and requirements, to measure and transmit the generated power, and all other utility connections, hook-ups or taps as necessary for the operation of the System on the Lease Premises. Tenant shall secure all necessary applications and permits for such connections and shall pay all application and permit fees, hook-up or tap fees.

8.02 DRAINAGE. Tenant shall either be responsible for detaining on the Lease Premises the developed flow from its improvements and discharging such flow at its historic rate or constructing offsite detention ponds at a location acceptable to the Airport Manager and Tenant shall maintain such drainage facilities. Tenant agrees to insure that an agreement for drainage crossing or slope created by Tenant's construction and any discharge point from the Land shall be constructed with capacity to pass storm from the one-hundred (100) year developed flow with adequate freeboard in accordance with the requirements of Airport Stormwater Pollution Prevention Program. Tenant shall keep such drainage ways clear of debris and obstructions and maintain them in good condition for the passage of the required flow and avoid erosion degradation.

8.03 MAINTENANCE. The cost of maintenance, care and any necessary replacement of the System and Site Improvements shall be borne by Tenant. Tenant agrees, at its expense and without cost or expense to the City, during the Term hereof that:

A. Tenant shall keep the System and Site Improvements in good order and condition and will make all necessary and appropriate repairs and replacements thereof promptly

and in a good and workmanlike fashion without diminishing the original quality of such improvements;

B. Tenant shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Lease Premises or to be disposed of improperly.

C. Tenant shall provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, ordinance or municipal, state or federal regulation.

D. Tenant shall be responsible for the removal of snow and ice on the Lease Premises and on access road improvements solely to the extent Tenant needs to use the access road improvement in order to access the Lease Premises.

E. Tenant, or tenant's contractor, shall be responsible for the maintenance, replacement and upkeep of the grass, shrubs, trees, and all landscaped areas on the Lease Premises. Tenant agrees to offer the City and the Airport the first right of refusal to secure the contract for maintenance of the grass, shrubs, trees, and landscaped areas on the Lease Premises. If the City or the Airport exercise this first right of refusal, then the maintenance contract shall be at market rates and the City and/or the Airport, and their maintenance contractors, shall agree to comply with all applicable rules, regulations, laws, orders, and standards, including those that may be set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry.

F. The Airport Manager or his authorized representative shall have the right to make reasonable objections regarding the maintenance and appearance of the Lease Premises. Tenant agrees to promptly discontinue or remedy any reasonably objectionable condition within five (5) days after written notice by the Airport Manager or his authorized representative.

8.04 COMMON USE SERVICES. The Airport Manager may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling, and security guards. The Airport Manager reserves the right to establish charges for common use services based upon documented actual costs. Trash, sewer, and deliveries will be common use services which Tenant may be required to use and pay its pro rata actual share; however, other common use services may be utilized at Tenants option. Tenant agrees to pay the charges for those common use services which are utilized by Tenant.

8.05 INTERRUPTION OF SERVICES. Tenant agrees that the City shall not be liable for failure to supply any utility services. The City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City. The City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in

any way be construed as cause for abatement of rent or operate to release the Tenant from any of its obligations hereunder, except as otherwise provided in Section 11.

SECTION 9 INSURANCE; PERSONAL LIABILITY; TAXES

9.01 INSURANCE. Beginning on the Commencement Date, Tenant shall obtain and keep in effect a broad form commercial general liability insurance policy (or its contemporary equivalent) with a limit of no less than Five Million Dollars (\$5,000,000), during the Term, of combined single limit liability coverage per occurrence, accident or incident, with a commercially reasonable deductible. Upon written request by the City, the Tenant shall cause the City to be named as an additional insured in such policy and shall deliver to the City a certificate of insurance evidencing said policy, which certificate shall provide that (i) the City shall be given notice of any modification, cancellation or termination of such insurance in accordance with policy terms and (ii) the insurer waives all rights of subrogation against City in connection with any loss or damage covered by such policy. Tenant may satisfy its insurance obligations under this Section 9.01 through individual insurance policy or policies, blanket insurance policies or through a program of self-insurance. Beginning on the Effective Date, the City will carry commercial general liability insurance coverage covering the City's indemnity obligations hereunder as well as occurrences, accidents and incidents resulting from the City's actions on the Land that (1) occur from and after the Effective Date (regardless of when the claim is filed) and (2) result of bodily injury, personal injury or death to any person and/or damage or destruction of property. Said insurance shall have a combined single limit of liability per occurrence of not less than One Million Dollars (\$1,000,000) on a primary basis and not less than Five Million Dollars (\$5,000,000) on an excess/umbrella basis, or such greater amounts as are typical for comparable projects. Tenant and its lender (if any) shall be named as additional insureds under the City's Commercial General Liability policy. Upon written request by Tenant, the City shall deliver to Tenant a certificate of insurance evidencing said policy, which certificate shall provide that (i) the Tenant and its lender (if any) shall be given notice of any modification, cancellation or termination of such insurance in accordance with policy terms, and (ii) the insurer waives all rights of subrogation against Tenant in connection with any loss or damage covered by such policy. Pursuant to 14 M.R.S. §8116 of the Maine Tort Claims Act, the foregoing insurance amounts shall replace the liability limits elsewhere set forth in the Maine Tort Claims Act and notwithstanding the City's immunity, the City shall be liable up to the limits of the foregoing insurance coverage.

9.02 NO PERSONAL LIABILITY. No employee of the City shall be held personally liable under this Lease or because of its execution or attempted execution.

9.03 TAXES, LICENSES, LIENS AND FEES. Tenant shall timely pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant occupancy and use of the Lease Premises (or any portion or component thereof). Tenant also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Land, the Lease Premises or improvements thereto, or any part thereof, by reason of any construction work or labor

performed or materials furnished by any mechanic or materialman. Tenant agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and workers compensation insurance, and—all required licenses and all taxes. Tenant further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, encumbrance, judgment or execution to be filed against the Lease Premises or improvements thereon which will in any way impair the rights of the City under this Lease.

SECTION 10 DEFAULT AND REMEDIES

10.01 TENANT DEFAULT. Tenant shall be in default under this Lease if Tenant:

A. Fails to timely pay any compensation, rent or any other payment required hereunder within thirty (30) days after delivery by Airport Manager of a written notice of such failure to pay; or

B. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

C. Transfers its interest under this Lease, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation with the exception of permitted assignments under Section 12.05; or

D. Suffers any lien or attachment to be filed against the Lease Premises, the Airport or the City's property because of any act or omission of Tenant, and such lien or attachment is not discharged or contested by Tenant in good faith by proper legal proceedings within thirty (30) days after receipt of notice thereof by Tenant; or

E. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Lease and such failure continues for a period of more than thirty (30) days after delivery by City Manager of a written notice of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Tenant within twenty (20) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control; provided, however, nothing herein shall affect or limit Tenant's right to hypothecate, mortgage, grant or pledge all or any portion of Tenant's right, title or interest under this Lease; or

F. Gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Tenant for its use under this Lease.

10.02 REMEDIES FOR THE CITY. If Tenant defaults in any of the covenants, terms and conditions herein, the City, after the expiration of all applicable notice periods, may exercise any one or more of the following remedies:

A. The City may elect to allow this Lease to continue in full force and effect and to enforce all of the City's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due together with Past Due Interest; or

B. The City may cancel and terminate this Lease and repossess the Lease Premises, with process of law, and without liability for so doing, upon giving thirty (30) days written notice to Tenant of its intention to terminate, at the end of which time all the rights hereunder of the Tenant shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) days. Notwithstanding the foregoing, Tenant shall be allowed only two notices of default hereunder in any calendar year which it may cure within the thirty (30) day time specified in this section. The third and any additional notice thereafter in the same calendar year shall be cured by Tenant within fifteen (15) days and if Tenant fails to cure within such time frame, then the City at its sole option may (1) cancel and terminate all of the rights hereunder of the Tenant, and the City may, upon the date specified in such notice, reenter the Lease Premises and remove therefrom all property of the Tenant and store the same at the expense of the Tenant, or (2) elect to proceed under subparagraph C. below.

If the City elects to terminate, Tenant shall be liable to the City for all amounts owing up until the time of termination. In no event shall the City have the right to accelerate Ground Rent or any other amounts due hereunder.

C. The City may elect to reenter and take possession of the Lease Premises and expel Tenant or any person claiming under Tenant subject to the time period set forth in Section 10.01(E), and remove all effects as may be necessary, without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Lease unless a written notice specifically so states; however, the City reserves the right to terminate the Lease at any time after reentry. Following reentry, the City may relet the Lease Premises, or any portion thereof, for the account of Tenant, on such terms and conditions as the City may choose, and may make such repairs or improvements as it deems appropriate to accomplish the reletting. The City shall be required to use commercially reasonable efforts to mitigate damages.

Tenant shall be liable to the City for all costs of reletting, including attorneys fees and repairs or improvements. Notwithstanding re-entry by the City, Tenant shall continue to be liable for all amounts due as rent under this Lease, on the dates specified and in such amounts as would be payable if default had not occurred. Upon expiration of the Term, or any earlier termination of the Lease by the City, the City, having credited to the account of Tenant any amounts recovered through reletting, shall refund, without interest, any amount which exceeds the rent, damages, and costs payable by Tenant under this Lease.

10.03 REMEDIES CUMULATIVE. The remedies provided in this Lease shall be cumulative and shall in no way affect any other remedy available under law or equity.

10.04 ADMINISTRATIVE HEARING. Disputes arising out of this Lease shall be resolved by administrative hearing before the City Manager following the procedures outlined in the City Code; provided, that the City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this paragraph.

10.05 WAIVERS. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

SECTION 11 CASUALTY AND CONDEMNATION

11.01 CONDEMNATION. If all or part of the Lease Premises and/or the System is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a “**Taking**”), City shall provide Tenant with immediate written notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Tenant settle with the Taking authority or agree on compensation for such Taking.

(a) After payment of all reasonable fees and expenses incurred by City and/or Tenant in collecting the award, any award or other compensation (“Award”) payable as a consequence of such Taking shall be paid to City and Tenant in accordance with their interests in the Lease Premises, as follows:

- (i) Tenant shall first be entitled to receive out of the Award (A) the value of the leasehold estates pursuant to the Lease and the Lease Rights in the portions of the Lease Premises subject to the Taking that would have existed but for the Taking; and (B) the value of the System; and (C) any other compensation or benefits payable by law to Tenant as a consequence of the interruption of Tenant’s business and the other costs and expenses incurred by Tenant as consequence of the Taking; and thereafter,
- (ii) Owner shall be entitled to receive out of the Award (A) the value of its fee interest in the Land; and (B) any remainder of the Award.

(b) This Lease shall terminate as to any portion of the Land so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue this Lease, and the Term shall be extended, in such event, by the duration of such temporary Taking).

11.02 CASUALTY. Following any casualty event affecting the Lease Premises, or any other facilities installed thereon by Tenant, including, without limitation, any earthquake or wildfire, Tenant shall have the right to terminate this Lease in the event any of the following events occurs:

(a) Net insurance proceeds (after deducting the cost of recovery of such proceeds) are not available to pay one hundred percent (100%) of the cost of such repair, excluding any deductible that Tenant may be required to pay pursuant to other provisions of this Lease;

(b) The Lease Premises or any facilities installed thereon by Tenant cannot, with reasonable diligence, be fully repaired by Tenant within one hundred twenty (120) days after the date of the damage or destruction; or

(c) The Lease Premises or any facilities installed thereon by Tenant cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, earthquake faults, radiation, chemical waste and other similar dangers.

(d) If Tenant elects to terminate this Lease, pursuant to Section 11.02, Tenant may give City written notice of its election to terminate within thirty (30) days after such damage or destruction, and this Lease shall terminate fifteen (15) days after the date City receives such notice. If Tenant elects not to terminate this Lease, Tenant shall, following the date of such damage or destruction, commence the process of obtaining necessary permits and approvals, and shall commence repair of its facilities on the Lease Premises as soon as practicable and thereafter prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. All insurance proceeds from insurance maintained by Tenant shall be disbursed and paid to Tenant. Tenant shall not be entitled to any compensation or damages from City for loss of the use of the Lease Premises, damage to Tenant's facilities or personal property or any inconvenience occasioned by such damage, repair or restoration.

11.03 MUTUAL WAIVER/INSURANCE COVERAGE. The City and Tenant each waive any and every claim for recovery from the other for any and all loss of or damage to the Lease Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Since this mutual waiver will preclude the assignment of any such claim by subrogation or otherwise to an insurance company or any other person, the City and Tenant each agree to give to each insurance company which has issued, or may issue, to the City or Tenant policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of this waiver.

SECTION 12 MISCELLANEOUS PROVISIONS

12.01 ADVERTISING AND PUBLIC DISPLAYS. Tenant shall not install or have installed or allow to be installed upon or within the Lease Premises, without the prior written approval of the Airport Manager or his authorized representative, any sign on the Land which is visible to the exterior of the buildings or on the Land, either lighted or unlighted, static or animated, poster, banners or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the Airport Design Standards. Permission will not be granted for any advertising which fails to comply with City and State Requirements, or any advertising material, fixture or equipment which extends beyond the Lease Premises. An informational kiosk and signage describing the Project may be installed on the Lease Premises, and on Airport property pending approval of the Airport Manager.

12.02 AGREEMENT BINDING UPON SUCCESSORS. This Lease, subject to the provisions of the section entitled “Assignment,” shall be binding upon and extend to the heirs, personal representatives, successors and assigns of the respective parties hereto.

12.03 AGREEMENT MADE IN MAINE. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Maine.

12.04 AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES. This Lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes and the expenditure of federal funds for the development of the Airport or airport system. The provisions of the attached Appendices 1, 2 and 3 are incorporated herein by this reference.

12.05 ASSIGNMENT.

A. Tenant may assign or sublet or apportion or grant subleases in or to all or any of Tenant’s right, title and interest under this Lease and/or in the Lease Rights so long as written notice of such assignment is provided to City not later than 30 days after such assignment is effective. Upon any assignment of all of Tenant’s right, title and interest under this Lease and in the Lease Rights, the assigning Tenant shall automatically (without the need for any writing) be released from all of its obligations and liability under this Lease, except for liabilities that accrued prior to the date of such transfer.

B. With respect to an assignment pursuant to clause (ii) in the immediately preceding sentence, the City acknowledges and agrees that, upon receipt of written direction by a financing-transaction assignee of the Tenant (“Lender), and notwithstanding any instructions to the contrary from the Tenant, the City will recognize Lender, or any third party to whom Lender has reassigned the rights of the Tenant under this Lease, as the proper and lawful lessee of the Lease Premises and as the proper and lawful successor to the Tenant with respect to access to the Lease Premises across or through the Land and fully entitled to receive the rights and benefits of the Tenant hereunder so long as Lender (or its assignee) performs the obligations of the Tenant hereunder. The City shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which the City shall in good faith believe (a) to be genuine and (b) a copy of which shall have been delivered to the Tenant. The City shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

In addition, the City agrees and consents as follows:

(i) The City agrees to notify Lender in writing, at the address to be designated by Lender upon not less than five (5) business days’ written notice to the City prior to any notice by the City hereunder, of any act or event of default of the Tenant under the Lease of which the City has knowledge that would entitle the City to cancel, terminate, annul, or modify the Lease or dispossess or evict the Tenant from the Lease Premises or

otherwise proceed with enforcement remedies against the Tenant, and Lender shall have the same amount of time as the Tenant, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by the Tenant under the Lease; provided that in no event shall Lender be obligated to cure any such default.

(ii) Notwithstanding that the System is a fixture on the Lease Premises, and subject to the terms and conditions hereof, the City hereby subordinates any lien it may have in and to the property used by the Tenant in the conduct of its business and which is or may from time to time hereafter be located at the Lease Premises (except for an lien for property taxes held by the City), and to which the Tenant has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "Collateral") to the lien of Lender; provided, however, that this subordination shall not prevent the City from exercising any right or remedy against the Tenant to which the City may be entitled under the terms of the Lease or as may be provided by applicable law, nor shall it prevent the City from exercising any lien it may have on any property of the Tenant, including the Collateral, so long as the City recognizes Lenders prior right to the Collateral described above. The City recognizes and acknowledges that any claim or claims ("Claims") that Lender has or may have against such Collateral by virtue of any lien or security interest, is superior to any lien, security interest, or claim of any nature which the City now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination of lien provided for herein shall be effective until the discharge of the Claims. The City further agrees to notify any purchaser of the Lease Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of the City's lien, which shall be binding upon the executors, administrators, successors and transferees of the City, and shall inure to the benefit of the successors and assigns of Lender.

(iii) The City consents to Lenders security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from the Tenant to the Lender. The City agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, the City.

(iv) The City hereby consents to Lender accessing the Lease Premises and the Land for the purpose of inspecting the Collateral.

12.06 BOND ORDINANCES. This Lease is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances. The parties to this Lease acknowledge and agree that all property subject to this Lease which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Tenant agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Tenant agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was

financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

12.07 FORCE MAJEURE. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Lease to the extent such failure, delay or interruption is due to causes which were not reasonably foreseeable and beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Tenant to reduce or abate its obligation to pay the rent or compensation as provided herein (except in the event of a constructive eviction, in which case Tenant shall have no further obligation to pay rent or compensation pursuant to this Lease).

12.08 INCONVENIENCES DURING CONSTRUCTION. Tenant recognizes that from time to time during the Term, it may be necessary for the City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be completed and operated in accordance with any present or future master layout plan, and that such construction, expansion, relocation, maintenance and repair may inconvenience the Tenant in its operation at the Airport. Tenant agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and Tenant waives any right to claim damages or other consideration therefrom.

12.09 INDEPENDENT CONTRACTOR. The parties agree that Tenant shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City. Nothing in this Lease shall be construed to mean or imply that Tenant is a partner, joint venturer, agent or representative of, or otherwise associated with, the City. Neither the City nor Tenant shall represent to others that one party is a partner, joint venturer, agent or representative of, or otherwise associated with, the other party.

12.10 NOTICES. All notices required to be given to the City Manager or Tenant hereunder shall be in writing and sent by certified mail, return receipt requested, to:

City: City Manager's Office
City of Sanford
919 Main Street
Sanford, ME 04073

with a copy to: Sanford Seacoast Regional Airport
Airport Manager's Office
167 Airport Road, Suite D
Sanford, Maine 04073

Tenant: Paul Harris
40 Lafayette Street

Yarmouth, ME 04096

with a copy to:

Carl H. Bivens, Esquire
Troutman Sanders LLP
1001 Haxall Point
Richmond, VA 23219

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the third day from the date such notice is mailed to or deposited with a overnight courier for delivery to Tenant or Manager.

12.11 PARAGRAPH HEADINGS. The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Lease.

12.12 PATENTS AND TRADEMARKS. Tenant represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under this Lease.

12.13 SECURITY. Tenant shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations adopted by the City pursuant to regulations of the Transportation Security Administration and Federal Aviation Administration, as they may be amended from time to time.

12.14 SEVERABILITY. If any provision in this Lease is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected.

12.15 THIRD PARTIES. This Lease shall not be deemed to confer upon any third party or parties (except parties to whom the Tenant may assign this Lease in accordance with the terms hereof, and except any successor to the City) any right to claim damages or to bring any action or proceeding against either the City or the Tenant because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

12.16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Tenant, its officers, agents, and employees shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988, or any successor thereto, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Tenant from the City facilities or participating in City operations.

12.17 NONDISCRIMINATION. In connection with the performance of work under this Lease, Tenant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Tenant further agrees to insert the foregoing provision in all subcontracts hereunder.

12.18 ENTIRE AGREEMENT. The parties agree that the provisions herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No amendments, unless expressly reserved to the Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease.

12.19 FINAL APPROVAL. This Lease is expressly subject to and shall not be or become effective or binding on either party until (a) approved by the City Council and fully executed by all signatories hereto, including all signatories of the City, and (b) approved in writing by both the United States Federal Aviation Administration and the United States Department of Defense.

12.20 TERMINATION.

A. Tenant shall have the right, for any reason or no reason as determined in Tenant's sole discretion, to terminate this Lease at any time during the Term. Notice of termination pursuant to this Section 12.20 shall be given in writing to the City by Tenant. Upon issuance of the termination notice, this Lease shall terminate for all purposes and be of no further force or effect, except that if Tenant issues the termination notice during a year for which Tenant has already paid Ground Rent, then the prorata portion of the Ground Rent for the remainder of the year after Tenant issues the termination notice shall be refunded to Tenant by the City within thirty (30) days after issuance of the termination notice.

B. Tenant may, at any time and from time to time during the Term hereof, release all or any portion of its right, title and interest in the Lease or this Lease Premises by executing and causing to be acknowledged and recorded in the land records, a release describing with particularity the portion of such rights, title or interest so released and the part of the Land to which it applies. Such release shall become effective and shall be deemed delivered to and accepted by the City upon such recordation. Upon any such release by Tenant, the parties' respective rights and obligations hereunder shall cease as to the portion of the Land or the right, title or interest herein as to which such release applies, but the Lease and the parties' respective rights and obligations hereunder shall remain in full force and effect as to any portions of the Land and any right, title and interest of Tenant not so released. If Tenant releases a portion of the Lease Premises during a year for which Tenant has already paid Ground Rent, then the prorata portion of the Ground Rent for the released portion of the Lease Premises for the remainder of the year shall be refunded to Tenant by City within thirty (30) days after the release.

12.21 NO REQUIRED CONSTRUCTION OR PRODUCTION. Nothing contained in this Lease shall be construed as requiring Tenant (i) to undertake construction or installation or to alter or remove any part of the System on the Land or elsewhere, (ii) to continue operation of any part of the Project from time to time located on the Property or elsewhere or (iii) to generate or sell any minimum or maximized amount of electrical energy from the Property; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Tenant's discretion; with the exception of for the Restoration Obligations, which Tenant shall undertake if Tenant has commenced construction (as previously defined) of the System.

City acknowledges that Tenant has made no representations or warranties to City, including any regarding development of, or the likelihood of power generation from, the Property.

12.22 MEMORANDUM. Concurrently with execution hereof, the parties shall execute a Memorandum of Lease Agreement in the form attached to this Lease as Exhibit C and cause it to be acknowledged and recorded in the local land records at equal cost of the parties. The City and Tenant agree to make such modifications to and/or re-execute the Memorandum of Lease Agreement as may be necessary to facilitate the recording of the same. Tenant shall pay all costs associated with recording the Memorandum of Lease Agreement.

[END OF DOCUMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY:

For the City of Sanford,
a municipality established in the State of Maine

By: _____

Printed Name: Steven R. Buck

Title: City Manager

TENANT:

_____,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

The following "**Parcel Descriptions**" have been created utilizing a plan entitled "**Sanford Regional Airport, Exhibit A**" dated May 2015 by Hoyle, Tanner & Associates, sheet 1 of 1, as provided by M. Allison Rogers, Airport Manager.

All information, including bearings, distances, descriptions, acronyms, abbreviations and the like are called out as depicted upon said referenced plan, no other plans were utilized in these descriptions. All areas given in these descriptions are derived from the information upon this plan, and are only as accurate as the information upon said plan.

ALL that certain tract of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of York, Town of Sanford, Maine and described as follows:

Parcel I "Big Lot"

Beginning at a point located approximately 200' feet Northwesterly of the Northerly corner of the abutting parcel of land depicted as Tax Map R22, Lot 10B, (near the Southwesterly end of Runway 7/25) said point being offset Northeasterly 50' feet of and parallel to the existing perimeter boundary of the Sanford Airport and on Southwesterly range of the extension of the line depicting the Glide Slope Critical Area;

Thence, Northeasterly along said Glide Slope Critical Area Line, about 2500' feet, to the ROFA (Runway Object Free Area) said ROFA line being shown as 400' southerly of and parallel with the center of runway 7/25;

Thence, N58°44'18"E, along said ROFA line, being 400' Southeasterly of and parallel to said runway 7/25, about 4,200' feet to its intersection with the RVZ line (Runway Visibility Zone line) as depicted near the intersection of runway 7/25 and runway 14/32;

Thence, Northeasterly, along said RVZ line, about 600' feet, to the ROFA line which is 400' feet Southwesterly of and parallel with the centerline of runway 14/32;

Thence, S60°43'13"E, along said ROFA line, about 280' feet to a point which is an extension of a line which is 50' Northwesterly of and parallel to the Northwesterly perimeter boundary line of the abutting parcel of land depicted as Tax Map R22 Lot 29;

Thence, S37°22'W, as depicted upon said plan, on a line which is 50' feet Northwesterly of and parallel to said Tax Map parcel R22, Lot 29, about 800' feet to point, said point being located about 400' feet Southwesterly of said Northerly corner of Tax Map parcel R22 Lot 29;

Thence, Southwesterly, in a straight line, about 5,500' feet to a point which is 50' feet from and parallel to the Easterly end of Tax Map Parcel R22, Lot 12A, said point being about 150' feet and Northerly of the Easterly corner of said Tax Map Parcel R22 Lot 12A;

Thence, N54°49'W, keeping 50' feet Easterly of and parallel with said Easterly line, about 600' feet to a point which is the extension of a line 50' feet Northerly of and parallel to the Northerly line of said Tax Map Parcel R22 Lot 12A;

Thence, S36°45'W, keeping 50' feet Northerly of and parallel to said Tax Map Parcel R22, Lot 12A, about 450' feet to a point which is 50' from and parallel to the Easterly end of Tax Map Parcel R22 Lot 10B;

Thence, N67°37'W, keeping 50' feet Easterly and parallel to said Easterly line of Tax Map Parcel R22 Lot 10B, about 700' feet to the point of beginning, encompassing about 145 acres.

Parcel II "Infield"

Beginning at the point of intersection of the Southerly ROFA (Runway Object Free Area) line of Runway 14/32, as proposed upon said referenced plan known as *Exhibit A*, said ROFA being located 250' Southerly of and parallel with Runway 14/32, and the RVZ (Runway Visibility Zone) line being depicted upon said plan;

Thence, Southerly, along said RVZ line, about 1,700' feet to the intersection of the Northerly ROFA line of Runway 7/25, being 400' northerly of and parallel to said runway 7/25

Thence, S58°44'18"W, along said ROFA line about 1,050' feet to the intersection with the Southerly TOFA (Taxiway Object Free Area) zone line of Taxiway C;

Thence, Northerly, along said TOFA of Taxiway C, about 2,100' feet to the intersection of the Southerly TOFA zone line of Taxiway D;

Thence, Northeasterly, along said TOFA of Taxiway D, about 870' feet to said proposed ROFA located on the Southerly side of Runway 14/32;

Thence, S60°43'13"E, along said ROFA of Runway 14/32, about 750' feet to the point of beginning, encompassing about 54 acres.

Parcel III

Beginning at a point which is 50' feet Southerly of and parallel to the Northeasterly projection of the Southeasterly sideline of Tax Map Parcel R18A, Lot 20F (Sanford Sewing Lot) and a point which is 100' feet Southwesterly of and parallel to the Centerline of State Route 109;

Thence, Southeasterly, at all times 100' feet offset and parallel to said centerline of Route 109, about 330' feet to the ROFA (Runway Object Free Zone) zone line located adjacent the Northerly side of Runway 7/25, being 400' feet Northerly of and parallel with said runway 7/25;

Thence, S58°44'18"W, along said ROFA line, about 800' feet to the intersection with the TOFA (Taxiway Object Free Area) zone line located Easterly of Taxiway E;

Thence, Northwesterly, along said TOFA line about 350' feet to a point which is the Southwesterly extension of a line which is 50' feet Southerly or and parallel with said Southeasterly sideline of the abutting parcel depicted as Tax Map R18A, Lot 20F;

Thence, N58°20'E, along said line which is 50' feet offset and parallel to said abutting parcel, about 800' feet to the point of beginning, encompassing about 6 acres.

Parcel IV

Beginning at a point which is the intersection of a line which is offset 100' feet Northeasterly and parallel of the centerline of State Route 109 with a point which is offset 50' feet Southeasterly of and parallel with the Southeasterly sideline of abutting parcel labeled Tax Map R19, Lot 203;

Thence, N51°06'E, along said 50' feet offset line about 850' feet to a point which is the intersection with the Northerly extension of the RPZ (Runway Protection Zone) line located at the Northeasterly end of Runway 7/25;

Thence, Southeasterly, along said RPZ line about 150' feet to the corner which marks the Northeasterly end of said RPZ;

Thence, Southwesterly along said RPZ line about 750' feet to a point which is offset 100' feet Northeasterly and parallel with the centerline of State Route 109;

Thence, Northwesterly keeping at all times 100' feet offset Northeasterly and parallel from the centerline of State Route 109 about 165' feet to the point of beginning, encompassing about 3 acres.

Parcel V

Beginning at a point which is the intersection of a line which is offset 100' feet Northeasterly of the centerline of State Route 109 and the Southerly RPZ (Runway Protection Zone) line which is located at the end of runway 7/25;

Thence, Northeasterly, along said RPZ about 600' feet to a point which is offset 50' feet Southwesterly of and parallel with the Southwesterly sideline of abutting Parcel shown as Tax Map R19B Lot 30;

Thence, S31°46'E along said 50' feet offset line, about 100' feet to a point which is the intersection with a line that is offset 50' feet Northwesterly of and parallel with said abutting parcel depicted as Tax Map R19 Lot 30;

Thence, S51°06' W, along said offset line, about 250' feet to a point which is the intersection with a line that is offset 50' feet Southwesterly of and parallel with said abutting parcel depicted as Tax Map R19, Lot 30;

Thence, S50°16'E, along said offset line, about 140' feet to a point which is the intersection with a line that is offset 50' feet Northwesterly and parallel with abutting parcel depicted as Tax Map R19B Lot 33-2;

Thence, S50°42'W, along said offset line, about 430' feet to a point which is the intersection with a line which is offset 100' feet northeasterly of the centerline of State Route 109;

Thence, generally Northwesterly, along said line which is offset 100' feet Northeasterly of the centerline of State Route 109, about 475' feet to the point of beginning, encompassing about 4.3 acres.

Parcel VI

Beginning at a point which is the intersection of a line which is offset 100' feet Southwesterly of and parallel to the centerline of State Route 109 with the Southeasterly RPZ (Runway Protection Zone) line depicted at the Northeasterly end of Runway 7/25;

Thence, Southeasterly along said offset line which is 100' feet Southwesterly from the centerline of State Route 109, about 1,300' feet to a point which is on a line that is the Northeasterly extension of the Southeasterly end of the RPZ (Runway Protection Zone) line as depicted at the end of Runway 14/32;

Thence, Southeasterly, along said RPZ line extension, about 100' feet to the Southeasterly corner of said RPZ line depicted at the end of Runway 14/32;

Thence, Northwesterly, along said RPZ line about 1,000' feet to the intersection with the ROFA line depicted at the Southeasterly end of Runway 14/32;

Thence, N60°43'13"W along said ROFA line about 250' feet to the Southerly TOFA line depicted near the end of Taxiway E;

Thence, Northeasterly and Northwesterly along said Northeasterly TOFA zone line of Taxiway E, a total distance of about 500' feet to the intersection with the Southerly ROFA zone line depicted at the end of Runway 7/25;

Thence, N58°44'18" along said ROFA zone line about 400' feet to the Northeasterly end of said ROFA zone line depicted at the end of Runway 7/25;

Thence, Northeasterly, in a straight line about 200' feet, to the point of beginning, encompassing about 13.5 acres.

EXHIBIT B

SITE PLAN FOR DEMISED PREMISES AND SITE IMPROVEMENTS

EXHIBIT C

After recording return to:
Attn: Lease & Title Department

40 Lafayette Street
Yarmouth, Maine 04096

MEMORANDUM OF LEASE AGREEMENT

THE STATE OF MAINE §
COUNTY OF _____ §

KNOW ALL PERSONS BY THESE PRESENTS: §

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of _____ (the “**Effective Date**”), by **CITY OF SANFORD, MAINE**, a political subdivision of the State of Maine, of _____ (“**Owner**”), and _____, a Delaware limited liability company, of 40 Lafayette Street, Yarmouth, Maine 04096 (“**Tenant**”), with regards to the following:

1. Solar Agreement. Owner and Tenant did enter into that certain Ground Lease Agreement of even date herewith (the “**Agreement**”), which affects the real property located in _____, Maine, as more particularly shown in Exhibit A attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Rights. The Agreement grants Tenant the right to construct upon, occupy and use solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and utility interconnections installed by Tenant on the Property and part of the photovoltaic power generating system owned and operated by Tenant.
3. Term; Extensions. The Agreement shall be for an initial Development Period of up to five (5) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of five (5) years following the Development Period. The Agreement also provides for a rights to extend the Production Term for up to seven (7) separate Extension Terms of five (5) years each, as determined by Tenant, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Tenant at least 180 days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.
4. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement

and Tenant's and Owner's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

5. No Ownership. Owner shall have no ownership, lien, security or other interest in any System installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Tenant may remove any System at any time.

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures appear on following page]

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me by _____,
_____ of _____, a Delaware limited liability company, on behalf of
said company, and known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal this ___ day of _____, 20__.

Notary Public in and for _____

My Commission Expires:

**EXHIBIT "A" to
MEMORANDUM OF LEASE AGREEMENT
Description of Property**

The following "**Parcel Descriptions**" have been created utilizing a plan entitled "**Sanford Regional Airport, Exhibit A**" dated May 2015 by Hoyle, Tanner & Associates, sheet 1 of 1, as provided by M. Allison Rogers, Airport Manager.

All information, including bearings, distances, descriptions, acronyms, abbreviations and the like are called out as depicted upon said referenced plan, no other plans were utilized in these descriptions. All areas given in these descriptions are derived from the information upon this plan, and are only as accurate as the information upon said plan.

ALL that certain tract of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of York, Town of Sanford, Maine and described as follows:

Parcel I "Big Lot"

Beginning at a point located approximately 200' feet Northwesterly of the Northerly corner of the abutting parcel of land depicted as Tax Map R22, Lot 10B, (near the Southwesterly end of Runway 7/25) said point being offset Northeasterly 50' feet of and parallel to the existing perimeter boundary of the Sanford Airport and on Southwesterly range of the extension of the line depicting the Glide Slope Critical Area;

Thence, Northeasterly along said Glide Slope Critical Area Line, about 2500' feet, to the ROFA (Runway Object Free Area) said ROFA line being shown as 400' southerly of and parallel with the center of runway 7/25;

Thence, N58°44'18"E, along said ROFA line, being 400' Southeasterly of and parallel to said runway 7/25, about 4,200' feet to its intersection with the RVZ line (Runway Visibility Zone line) as depicted near the intersection of runway 7/25 and runway 14/32;

Thence, Northeasterly, along said RVZ line, about 600' feet, to the ROFA line which is 400' feet Southwesterly of and parallel with the centerline of runway 14/32;

Thence, S60°43'13"E, along said ROFA line, about 280' feet to a point which is an extension of a line which is 50' Northwesterly of and parallel to the Northwesterly perimeter boundary line of the abutting parcel of land depicted as Tax Map R22 Lot 29;

Thence, S37°22'W, as depicted upon said plan, on a line which is 50' feet Northwesterly of and parallel to said Tax Map parcel R22, Lot 29, about 800' feet to point, said point being located about 400' feet Southwesterly of said Northerly corner of Tax Map parcel R22 Lot 29;

Thence, Southwesterly, in a straight line, about 5,500' feet to a point which is 50' feet from and parallel to the Easterly end of Tax Map Parcel R22, Lot 12A, said point being about 150' feet and Northerly of the Easterly corner of said Tax Map Parcel R22 Lot 12A;

Thence, N54°49'W, keeping 50' feet Easterly of and parallel with said Easterly line, about 600' feet to a point which is the extension of a line 50' feet Northerly of and parallel to the Northerly line of said Tax Map Parcel R22 Lot 12A;

Thence, S36°45'W, keeping 50' feet Northerly of and parallel to said Tax Map Parcel R22, Lot 12A, about 450' feet to a point which is 50' from and parallel to the Easterly end of Tax Map Parcel R22 Lot 10B;

Thence, N67°37'W, keeping 50' feet Easterly and parallel to said Easterly line of Tax Map Parcel R22 Lot 10B, about 700' feet to the point of beginning, encompassing about 145 acres.

Parcel II "Infield"

Beginning at the point of intersection of the Southerly ROFA (Runway Object Free Area) line of Runway 14/32, as proposed upon said referenced plan known as *Exhibit A*, said ROFA being located 250' Southerly of and parallel with Runway 14/32, and the RVZ (Runway Visibility Zone) line being depicted upon said plan;

Thence, Southerly, along said RVZ line, about 1,700' feet to the intersection of the Northerly ROFA line of Runway 7/25, being 400' northerly of and parallel to said runway 7/25

Thence, S58°44'18"W, along said ROFA line about 1,050' feet to the intersection with the Southerly TOFA (Taxiway Object Free Area) zone line of Taxiway C;

Thence, Northerly, along said TOFA of Taxiway C, about 2,100' feet to the intersection of the Southerly TOFA zone line of Taxiway D;

Thence, Northeasterly, along said TOFA of Taxiway D, about 870' feet to said proposed ROFA located on the Southerly side of Runway 14/32;

Thence, S60°43'13"E, along said ROFA of Runway 14/32, about 750' feet to the point of beginning, encompassing about 54 acres.

Parcel III

Beginning at a point which is 50' feet Southerly of and parallel to the Northeasterly projection of the Southeasterly sideline of Tax Map Parcel R18A, Lot 20F (Sanford Sewing Lot) and a point which is 100' feet Southwesterly of and parallel to the Centerline of State Route 109;

Thence, Southeasterly, at all times 100' feet offset and parallel to said centerline of Route 109, about 330' feet to the ROFA (Runway Object Free Zone) zone line located adjacent the Northerly side of Runway 7/25, being 400' feet Northerly of and parallel with said runway 7/25;

Thence, S58°44'18"W, along said ROFA line, about 800' feet to the intersection with the TOFA (Taxiway Object Free Area) zone line located Easterly of Taxiway E;

Thence, Northwesterly, along said TOFA line about 350' feet to a point which is the Southwesterly extension of a line which is 50' feet Southerly or and parallel with said Southeasterly sideline of the abutting parcel depicted as Tax Map R18A, Lot 20F;

Thence, N58°20'E, along said line which is 50' feet offset and parallel to said abutting parcel, about 800' feet to the point of beginning, encompassing about 6 acres.

Parcel IV

Beginning at a point which is the intersection of a line which is offset 100' feet Northeasterly and parallel of the centerline of State Route 109 with a point which is offset 50' feet Southeasterly of and parallel with the Southeasterly sideline of abutting parcel labeled Tax Map R19, Lot 203;

Thence, N51°06'E, along said 50' feet offset line about 850' feet to a point which is the intersection with the Northerly extension of the RPZ (Runway Protection Zone) line located at the Northeasterly end of Runway 7/25;

Thence, Southeasterly, along said RPZ line about 150' feet to the corner which marks the Northeasterly end of said RPZ;

Thence, Southwesterly along said RPZ line about 750' feet to a point which is offset 100' feet Northeasterly and parallel with the centerline of State Route 109;

Thence, Northwesterly keeping at all times 100' feet offset Northeasterly and parallel from the centerline of State Route 109 about 165' feet to the point of beginning, encompassing about 3 acres.

Parcel V

Beginning at a point which is the intersection of a line which is offset 100' feet Northeasterly of the centerline of State Route 109 and the Southerly RPZ (Runway Protection Zone) line which is located at the end of runway 7/25;

Thence, Northeasterly, along said RPZ about 600' feet to a point which is offset 50' feet Southwesterly of and parallel with the Southwesterly sideline of abutting Parcel shown as Tax Map R19B Lot 30;

Thence, S31°46'E along said 50' feet offset line, about 100' feet to a point which is the intersection with a line that is offset 50' feet Northwesterly of and parallel with said abutting parcel depicted as Tax Map R19 Lot 30;

Thence, S51°06' W, along said offset line, about 250' feet to a point which is the intersection with a line that is offset 50' feet Southwesterly of and parallel with said abutting parcel depicted as Tax Map R19, Lot 30;

Thence, S50°16'E, along said offset line, about 140' feet to a point which is the intersection with a line that is offset 50' feet Northwesterly and parallel with abutting parcel depicted as Tax Map R19B Lot 33-2;

Thence, S50°42'W, along said offset line, about 430' feet to a point which is the intersection with a line which is offset 100' feet northeasterly of the centerline of State Route 109;

Thence, generally Northwesterly, along said line which is offset 100' feet Northeasterly of the centerline of State Route 109, about 475' feet to the point of beginning, encompassing about 4.3 acres.

Parcel VI

Beginning at a point which is the intersection of a line which is offset 100' feet Southwesterly of and parallel to the centerline of State Route 109 with the Southeasterly RPZ (Runway Protection Zone) line depicted at the Northeasterly end of Runway 7/25;

Thence, Southeasterly along said offset line which is 100' feet Southwesterly from the centerline of State Route 109, about 1,300' feet to a point which is on a line that is the Northeasterly extension of the Southeasterly end of the RPZ (Runway Protection Zone) line as depicted at the end of Runway 14/32;

Thence, Southeasterly, along said RPZ line extension, about 100' feet to the Southeasterly corner of said RPZ line depicted at the end of Runway 14/32;

Thence, Northwesterly, along said RPZ line about 1,000' feet to the intersection with the ROFA line depicted at the Southeasterly end of Runway 14/32;

Thence, N60°43'13"W along said ROFA line about 250' feet to the Southerly TOFA line depicted near the end of Taxiway E;

Thence, Northeasterly and Northwesterly along said Northeasterly TOFA zone line of Taxiway E, a total distance of about 500' feet to the intersection with the Southerly ROFA zone line depicted at the end of Runway 7/25;

Thence, N58°44'18" along said ROFA zone line about 400' feet to the Northeasterly end of said ROFA zone line depicted at the end of Runway 7/25;

Thence, Northeasterly, in a straight line about 200' feet, to the point of beginning, encompassing about 13.5 acres.