

MEMORANDUM OF UNDERSTANDING
[Town of Cape Elizabeth-Town of Scarborough]

This MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 6 day of May, 2024, by and between the **TOWN OF CAPE ELIZABETH** a Maine municipal corporation, with a mailing address of 320 Ocean House Road, Cape Elizabeth, Maine 04107 (hereinafter referred to as "Cape Elizabeth"), and the **TOWN OF SCARBOROUGH**, a Maine municipal corporation with a mailing address of P. O. Box 360, Scarborough, Maine 04070-0360 ("Scarborough") (each a "Party" and collectively, the "Parties").

WHEREAS, Cape Elizabeth and Scarborough desire to remove a ¼ mile portion of Sawyer Road/Street that transects the Spurwink Marsh in both Cape Elizabeth and Scarborough, thereby eliminating a tidal restriction, restoring saltwater marshland, and enhancing emergent salt marsh upstream of the restriction ("Spurwink Marsh Road Removal"); and

WHEREAS, Cape Elizabeth applied for and received a grant to perform the Spurwink Marsh Road Removal through the Maine Natural Resource Conservation Program ("MNRCP"), which is a joint effort by the Parties; and

WHEREAS, the MNRCP Grant will provide \$1,590,000 of the \$1,954,000 total Project costs; and

WHEREAS, as a condition of the MNRCP Grant, the Parties will each contribute in-kind and cash match funding; and

WHEREAS, Parties agree to cooperate throughout the Spurwink Marsh Road Removal Project and now desire to memorialize their joint obligations under the MNRCP Grant, which include financial contributions and post-Project monitoring, among others.

NOW THEREFORE, Cape Elizabeth and Scarborough hereby agree as follows:

1. Each Town agrees to provide a \$185,000 cash match to fund Project costs.
2. Parties agree to work together cooperatively as part of a project team to ensure that the Spurwink Marsh Road Removal Project adheres to the MNRCP requirements, including performance standards for salt marsh enhancement and long-term monitoring obligations (five years of post-construction monitoring conducted over a period of seven years).

By their signature below, the Parties acknowledge that they have read and understood the Agreement above and are fully authorized to bind their principals to the terms thereof.

WITNESS its hand and seal on the date set forth above.

Maureen O'Meara
WITNESS:

TOWN OF CAPE ELIZABETH

By: Matthew Sturgis
Matthew Sturgis, Town Manager
Duly Authorized by the Town Council

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

5/6, 2024

Personally appeared before me the above-named Matthew Sturgis Manager of Cape Elizabeth, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cape Elizabeth.

DEBRA M. LANE
Notary Public, State of Maine
My Commission Expires February 11, 2027

[Signature]
Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____

TOWN OF SCARBOROUGH

[Signature]
WITNESS:

By: Thomas Hall
Thomas Hall, Town Manager
Duly Authorized by the Town Council

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

May 21, 2024

Personally appeared before me the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Scarborough.

YOLANDE PALMER JUSTICE
Notary Public, State Of Maine
My Commission Expires October 31, 2029

Yolande P Justice
Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____