



Town of Casco

Selectboard Regular Meeting Agenda

April 15, 2025 at 6:00 PM

Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: April 1, 2025
4. Public Participation for non-Agenda items
5. Manager's Update

Workshop

6. The Selectboard will conduct a workshop with the Library Trustees reference a Easement Agreement.

Old Business

7. The Selectboard will discuss a proposed Senior Tax Credit Ordinance.
8. The Selectboard will discuss Selectboard goals for FY25.
9. The Selectboard will discuss the status of the storm water plan and carry in boat launch.

New Business

10. The Selectboard will consider a request to redeem foreclosed property located map 2, lot 36 by the previous owner.
11. The Selectboard will discuss the necessity for contractor bonding for Maine Department of Transportation project #026228.00 (Crooked River Bridge Rehabilitation).
12. The Selectboard will consider a date for the Annual Town Meeting
13. The Selectboard will consider appointing Carolyn Drew to the Planning Board as an Alternate; Courtney Walsh to the Open Space Commission; Joe Armenti to the Zoning Board of Appeals and Timothy Walsh to the Veterans Committee.
14. The Selectboard will consider legal services for the remainder of 2025 due to Jensen Baird's elimination of Municipal Law division of firm.
15. The Selectboard will consider the District Budget Validation Referendum Warrant.

Executive Session

16. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 04/15/2025A, 04/15/2025B, & 04/15/2025C.
17. Adjournment

Reminders to the Attending Public: Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence. Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

Future meeting dates (subject to change)

Month DD, YYYYT at HH:MM PM Meeting Name

April 21, 2025 @ 6:00 PM Open Space Commission

April 24, 2025 @ 6:00 PM Casco Naples Transfer Station

April 24, 2025 @ 6:30 PM Comprehensive Plan Implementation Committee

April 28, 2025 @ 6:30 PM Planning Board Regular Meeting

April 30, 2025 @ 6:00 PM Safe Streets Committee

May 3, 2025 @ 8:00 AM Safe Street Bicycle Rodeo

May 6, 2025 @ 6:00 PM Selectboard Regular Meeting



Town of Casco

Selectboard Regular Meeting Minutes

April 01, 2025 at 6:00 PM

Casco Community Center

PRESENT

Scott Avery
Eugene Connolly
Robert MacDonald
Mary Fernandes
Grant Plummer

Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by Plummer.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

2. Approval of bills and signing and approval of all open warrants

The Selectboard moved and seconded to approve all bills and signing of all open warrants.

Motion made by Plummer, Seconded by MacDonald.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

3. Approval of Minutes: March 18, 2025

The Selectboard moved and seconded to accept the minutes from the March 18, 2025 meeting as presented.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

4. Public Participation for non-Agenda items

Sam Brown spoke of the "great meeting" with the Comp Plan Implementation Committee, inquired about the town's stormwater plan, reminded the Board to keep the Berry property on the forefront and informed everyone of the "Building Maine" event in Skowhegan June 3-4.

5. Manager's Update

A. The recent rain and snow have made road maintenance challenging. The recent rainstorm caused substantially problems on gravel roads within the Town. The Town hired contractors to make repairs on Edes Falls Road and Fountain Hill Road. In addition, these road conditions have made plowing roads exceptionally challenging. During the past storm, our contractor had two (2) vehicles stuck in the mud for extended periods. In the immediate future, dirt roads will not be plowed for minimal

snowfall. This is to preserve the road and minimize damage to either the road or equipment.

B. The Open Space Committee and I are still collaborating with Loon Echo to finalize the RFP for planning service for the Open Space Committee. I anticipate the RFP being finalized within the next few weeks and then released for bids. I anticipate providing the Selectboard definitive dates at your April 15th meeting.

C. Greater Portland Council of Government (GPCOG) and I continue holding biweekly meetings with reference to the Capital Improvement survey project. The Ad Hoc Committee tasked with this study is scheduled to hold their first meeting on April 9th at 6:00 pm. GPCOG is obtaining significant Town data related to past expenditures, current needs, and potential future expenditures (Capital Improvement Plans). They will provide the committee with a synopsis of this information, provide them with draft survey questions, methodology for obtaining data and possible timeline for completion of the project..

D. The Town recently conducted a Request for Proposals for an replace ambulance that is included in the proposed FY26 budget. The Town received bids from Autotronics, LLC and Greenwood Emergency Vehicles. Autotronics submitted two (2) bids and Greenwood a singular bid. Below is a synopsis of the bids:

- Autotronics, LLC first bid was for 2025 Ford F550- 7.3L Gas 4 x 4 Braun Chief XL Ambulance with a purchase price of \$456,000 less \$100,000 trade in for a total cost of \$356,000. The estimated delivery date is February 2026.
- Autotronics, LLC second bid was for a 2024 Ford F-550 6.7L Diesel 4 x 4 Demers MXP-170 ambulance with a purchase price of \$438,000 less \$100,000 trade-in for a total cost of \$344,000. The estimated delivery date is 2 months after final approval.
- Greenwood Emergency Vehicle's bid was for 2027 Ford F-550 193 Gas 4 x 4 Horton 623 with a purchase price of \$358,750 with trade-in or \$346,250 with trade in if prepaid.. The estimated delivery date is approximately 520 days after receipt. The Fire Department's Turck Committee is reviewing the details of the bid and will make a recommendation to the Selectboard. Chief Cole and I are also revieing the bids and will make a similar recommendation to the Selectboard.

Old Business

6. The Selectboard will discuss contract zoning with Casco Public Library.
Discussion only. No action was taken.
7. The Selectboard will discuss a proposed Senior Tax Credit Ordinance.
Discussion only. No action was taken.

New Business

8. The Selectboard will conduct a Public Hearing of Liquor License Renewal of Top of the Hill Grill

Selectboard Chair Gene Connolly called to order the Public Hearing for the Liquor License Renewal of Top of the Hill Grill at 6:24 pm. No comments or objections from the public. Selectboard Chair Connolly closed the Public Hearing at 6:26 pm.

The Selectboard moved and seconded to approve the Liquor License Renewal of Top of the Hill Grill and forward to the State's Bureau of Alcoholic Beverages and Lottery Operations for review.

Motion made by MacDonald, Seconded by Fernandes.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

9. The Selectboard will consider appointments to the Safe Streets Committee

The Selectboard moved and seconded to appoint Sam Brown, Eric Dibner, Justin Millette, Rae-Anne Nguyen and Courtney Walsh to the Safe Streets Committee.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

10. The Selectboard will consider increasing participation in Maine Municipal Risk Pool's Workers Comp Safety Incentive Program Tier III

The Selectboard directed the Town Manager Ward to begin completing the tasks required to participate in Maine Municipal Risk Pool's Workers Comp Safety Incentive Program Tier III and ultimately bring back policies required to the Selectboard for future approvals.

11. The Selectboard will consider which Selectboard member will represent Casco at Greater Portland Council of Governments annual summit on May 29th.

The Selectboard moved and seconded to appoint Eugene Connolly as the second representative for Casco at Greater Portland Council of Governments annual summit on May 29th.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

12. Selectboard Comments

Bob MacDonald- encouraged continued participation for the Comp Plan Implementation Committee and also keep Berry property in the forefront as Sam said.

Grant Plummer- would like to see quarterly reports from some of the Department heads, inquired about road postings and if we are thinking about paving Fountain Hill Road at any point.

Gene Connolly- Now that the weather has started to get nicer, more people are out doing outside activities- use caution and share the road.

Executive Session

13. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 04/01/2025A, 04/01/2025B, & 04/01/2025C.

The Selectboard moved and seconded to enter Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 04/01/2025A, 04/01/2025B, & 04/01/2025C at 6:43 pm

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

The Selectboard moved and seconded to exit Executive Session at 6:51 pm

Motion made by Plummer, Seconded by Avery.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

14. Adjournment

The Selectboard moved and seconded to adjourn at 6:52 pm.

Motion made by Avery, Seconded by MacDonald.

Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

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Future meeting dates (subject to change)

April 2, 2025 @ 6:00 PM Ad Hoc Committee (Water Quality)

April 2, 2025 @ 6:00 PM Safe Streets Committee

April 7, 2025 @ 5:30 PM Finance Committee/Selectboard Budget Workshop

April 9, 2025 @ 6:00 PM Ad Hoc Committee (Capital Improvements)

April 14, 2025 @ 5:30 PM Finance Committee Budget Workshop

April 14, 2025 @ 6:30 PM Planning Board Workshop

April 15, 2025 @ 6:00 PM Selectboard Regular Meeting



Manager's Memorandum
April 15, 2025, Selectboard Meeting

Item 5.#

To: Selectboard
From: Tony Ward, Town Manager
Date: 04-10-2025
Re: Selectboard meeting 04-15-2025

Below are notes for agenda items for the April 15, 2025, meeting

5. Managers' Update

- A. The road postings are being removed on April 14, 2025, on asphalt roadways. Road postings are not being removed on Town gravel roads due to their conditions. Staff and I will monitor 18 gravel roads (6.22 miles of roadway) and remove the postings when viable. The 18 roads are Birch Terrace, Bramble Hill Road, Camp Cedar, Dadmun Drive, Edes Fall Road, Fountain Hill Road, Freeman Road, Jim Small Road, Lord Road, Millstream Terrace, North Pine Hill Road, Pavilion Road, Pinkham Road, Riggs Road, Stone Road, Terrace Lane, Varney Road, and West Fountain Hill Road.
- B. We anticipate opening Casco Community Park on Monday April 14th. We will reassess on the morning of the 14th to ensure the park can handle use without causing damage.
- C. The Finance Committee has a lone workshop scheduled for April 15th at 5:00pm. The workshop is being held at the Casco Community Center, and they expect this is the last solo workshop. A joint meeting between the Selectboard and Finance Committee is scheduled for April 22nd at 5:30 pm to finalize the proposed budget.

The Finance Committee also recommends utilizing different methods of communication about the proposed budget (when finalized). The two discussed methods of communication would be to conduct a Town Hall meeting about the budget prior to the Town Meeting or develop a written synopsis of the budget highlighting any significant changes along with the reasons for the changes. The Town Hall meetings provide an opportunity for questions from the residents about the budget but may have limited participation or attendance from the residents that attended the budget meetings. The written synopsis would reach more residents but limits further dialogue or reasoning for the proposed budget.

Staff and I believe the second option reaches more residents, but we will follow the direction determined by the Selectboard.

- D. The RFID tag system was installed on April 8th and 9th. Naples' staff and casco staff anticipate the system going live on May 1st. Both Towns staff received initial system training on April 9th. Naples anticipates the issuing of placards process on April 15th. I anticipate Casco beginning the issuing of placards on April 21st. Residents must swap out their current coupons for these placards and their account will be credited the remaining tonnage. We are delaying the issuance of placards to ensure that we communicate with our residents before the issuing of placards.

The discussion about having a singular reset/issuing date will occur at the Casco Naples Transfer Station Council. I do not anticipate this occurring in 2025 but will be for future years.

The restriping of the transfer station is also occurring. Once the rescheduling is finalized, it will be posted on our web site, social media, and newsletter.

Workshop

6. The Selectboard will conduct a workshop with the Library Trustees related to proposed easements.

The Trustees of Casco Public Library filed a request for a Contract Zoning Agreement (CZA) with the Planning Board and this will initially be discussed at the April 28th Planning Board meeting. The details of the CZA will initially be discussed at this level and will ultimately be presented at a future public hearing.

The workshop will focus on an easement agreement that will supplement the Contract Zone Agreement. The draft easement agreement is in the Selectboard packet. The focus of the Easement Agreement is documenting conditions as "they currently exist on the Library Property and Town Property and that it shall establish that the party responsible for originally installing a feature thereon shall, in most cases, remain responsible for maintaining the same, regardless of on whose property that feature is located as of the Effective Date hereof."

Legal counsel is reviewing the document and has not provided guidance at the time of this memorandum. Any guidance provided by counsel will be forwarded to the Selectboard prior to the meeting.

Old Business

7. The Selectboard will discuss proposed Senior Tax Credit Ordinance.

Included in the Selectboard packet is a draft Senior Tax Credit Ordinance. The language in the draft is slightly different than the Selectboard's original dialogue. The necessity for these minor changes is based on legal review and compliance with Maine law.

The impact on the FY26 budget would be minimal as currently written. If the ordinance was approved at June's Town meeting, the first round of credit applications would occur by May 15, 2026. This would provide the Town exact number needed for funding in FY27. The Town would have additionally collected \$25,000 from FY2026 that remains in a special revenue account. The first tax credit would not occur until October 2026.

8. The Selectboard will discuss Selectboard goals for FY25.

The Selectboard discussed FY25 goals in mid-2024, but no goals were finalized. Chairperson Connelly requested the Selectboard revisit this discussion.

I would recommend the Selectboard conduct a retreat in June with an independent moderator to assist in defining goals for FY2026.

9. The Selectboard will discuss the status of the storm water plan and carry in boat launch.

The Town contracted with Northeast Civil Solutions to review existing conditions and develop drainage plans, create proposed design, and prepare for stormwater permit with Maine Department of Environmental Protection. Northeast Civil Solutions has surveyed the Town property and is in the process of developing drainage plans & design for future submission for stormwater permitting. They anticipate having preliminary plans for review in early May but are still working on wetland delineation and this may alter the anticipate schedule. They are still on schedule to complete the project by year's end and have Dep permits by year's end.

The initial design work for the carry in-out boat launch is being conducted by Archipelago, but they cannot complete final design until the initial stormwater plan is designed. Archipelago needs wetland delineation and soil test pits prior to completing their preliminary design. He also anticipates completing this project by years end.

New Business

10. The Selectboard will consider a request to redeem foreclosed property located on map 2, lot 36 by the previous owner.

On January 4, 2024, the Town foreclosed on the property located at Map 0002, lot 0036 previously owned by Chester Watkins. On that date, the Town foreclosed on the FY 22 taxes for an amount of \$1,420.52. The previous owner also did not pay the FY23 or FY24 taxes. The Total amount owed, including interest & fees is \$5,032.40. Details on the taxes owed are included in the Selectboard packet.

The previous owner is requesting to purchase the property back for the taxes, interest and fees owed. Please see the e-mail request in the packet. Staff and I recommend permitting

Mr. Watkins to purchase the property of the back taxes. This action makes the Town whole on funds owed and is consistent with Maine law relating to foreclosed properties. Excess funds on a sale of foreclosed property would go to Mr. Watkins and not the Town.

11. The Selectboard will consider a construction overlimit permit and local bonding requirement for Maine Department of Transportation project #026228.00 (Crooked River Bridge Rehabilitation).

Included in your packet is a letter from Maine Department of Transportation (MeDOT) that outlines two key points. MeDOT is requesting a construction overweight limit be issued to the contractor for the above project. The second point is that if local roads are used, that the municipality may require a bond for their roads.

Upon speaking with George Macdougall, author of the letter, he advised that MeDOT does not anticipate any municipally owned roads would be used for this project. They anticipate only state owned roads be driven upon for this project. He additionally stated that in 12 years of experience, he never experienced a municipality require this bonding.

Staff and I , along with the staff from Naples, recommend the construction overweight permit be endorsed by their respective Selectboards.

12. The Selectboard will consider a date for the Annual Town Meeting.

The State election is scheduled for June 10, and this is when the election for Selectboard will occur. In recent history (last two years) the Town has conducted their annual Town Meeting on the first Wednesday of June and prior to 2023, the meeting was conducted the Wednesday after the elections.

The discussion dates for the June 2025 Town Meeting would be June 4th, June 7th and June 11th. The June 4th date follows recent patterns, and the June 11th would have the meeting conducted after elections. Chairperson Connolly wanted the concept of conducting the Town Meeting on Saturday June 7th to determine if this day of the week would increase participation.

13. The Selectboard will consider appointing Carolyn Drew to the Planning Board as an Alternate; Courtney Walsh to the Open Space Commission; Joe Armenti to the Zoning Board of Appeals and Timothy Walsh to the Veterans Committee.

The Town has posted several board, committee, and commission openings for the past few months. To date, we have only received one notice of interest for any vacancy. Staff and I would recommend the Selectboard appoint each of these members to the perspective volunteer opportunities. Staff and the Selectboard should be familiar with all the applicants since they already serve on other boards/committees. The applicants are:

- Carolyn Drew -Planning Board as an Alternate
- Courtney Walsh - Open Space Commission
- Joe Armenti - Zoning Board of Appeals
- Timothy Walsh - Veterans Committee

14. The Selectboard will consider legal services for the remainder of 2025 due to Jensen Baird's elimination of Municipal Law division of firm.

The Town recently received notification from Jensen Baird that they will no longer provide legal services in general municipal law. Included in this packet is the formal notification from Jensen Baird about their decision. In addition, they advised that Benjamin McCall is transferring his practice to Drummond Woodsum.

Included in the Jensen Baird notification letter is a request for the Selectboard to decide of retaining Town records. They request notification that the Town either have our records forwarded to Drummond Woodsum transferring with Ben or have them returned to the Town. Speaking with Ben McCall, Drummond Woodsum is willing to accept all his current clients and accept the transfer of current records/actions. If the Board decides to proceed in this direction, the only modifications in the Selectboard-attorney relationship would be different e-mail and telephone numbers.

As you are well aware, the three individuals that report directly to the Selectboard are the Assessor, Attorney and Town Manager. Thus, any decision relating to legal representation is solely determined by the Selectboard. The Selectboard must determine if they wish to transfer all legal representation to Drummond Woodsum or release a Request for Proposal for legal representation. The number of law firms with specialty in general municipal law are minimal in the greater Portland region, but the remaining firms are well known within the municipal realm.

15. The Selectboard will consider the District Budget Validation Referendum Warrant.

The Selectboard has no control over either of these articles, but Maine law requires they approve the items to be included in the validation process. The referendum vote is scheduled for May 20 between 8:00 am and 8:00 pm at the Crooked River Elementary School.

Manager's Memorandum Page 6

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “Agreement”), dated as of the __ day of _____, 2025 (the “Effective Date”), is entered into between the **INHABITANTS OF THE TOWN OF CASCO**, a Maine municipal corporation with a mailing address of 635 Meadow Road, Casco, Maine 04015 (the “Town”), and **CASCO LIBRARY ASSOCIATION**, a Maine nonprofit corporation with a mailing address of PO Box 420, Casco, Maine 04015 (the “Library” and sometimes referred to hereafter together with the Town as, the “Parties”).

WITNESSETH:

WHEREAS, the Library is the fee owner of certain real property located at 5 Leach Hill Road in the Town of Casco, County of Cumberland, and State of Maine, as more particularly described in: (i) a certain warranty deed from Raymond M. Thorne dated January 28, 1947 and recorded in the Cumberland County Registry of Deeds in Book 1862, Page 15 (the “Original Library Property”), which real property was the only real property owned by the Library in the Town of Casco prior to the date hereof and which abutted Leach Hill Road at the time it was conveyed to the Library, and (ii) a certain Warranty Deed from the Town of even date herewith to be recorded in the Cumberland County Registry of Deeds (the “Acquired Library Property” and together with the Original Library Property, the “Library Property”), said Library Property being shown as **<PARCEL <#>>** on the **<SURVEY>** for the Casco Library Association dated **<DATE>** and prepared by Survey, Inc. (the “Survey”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Town is the fee owner of certain real property located in the Town of Casco, County of Cumberland, and State of Maine, which property lies: (i) immediately south and west of the Library Property and is more particularly described in a certain warranty deed from Raymond Thorne dated August 9, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2973, Page 619 (the “Town Office Lot”), as the same may be affected by conveyances made by the Town since the date of the aforesaid deed, including but not limited to, the conveyance of even date herewith of the Acquired Library Property to the Library, said Town Office Lot being shown as **<PARCEL <#>>** on Exhibit A; and (ii) immediately east of the Library Property on the land between the Library Property and Meadow Road and is more particularly described in a certain **<DEED>** from **<GRANTOR>** dated **<DATE>** and recorded in the Cumberland County Registry of Deeds in Book **<#>**, Page **<#>** (the “Easterly Town Property” and together with the Town Office Lot, the “Town Property”); and

WHEREAS, in the mid-1980’s, the Town drilled a new well (the “Well”) on the Library Property from which to extract drinking water for use as a municipal water supply, and, indirectly, as the Library’s water supply, which well is shown, and labelled as “Drilled Well,” on Exhibit A; and

WHEREAS, on or about March 10, 1990, the Casco Town Meeting, being the legislative body of the Town, authorized the Town to grant the Library the Town’s “title and interest in the town building formerly known as the Casco Village Fire Station,” which building is located on a portion of what would become the Acquired Library Property, “under the terms the Selectmen deem in the best interest of the Town of Casco to facilitate the future expansion of Casco Public Library” together with “what land is required for the project” (the “Former Land Transfer”); and

WHEREAS, the Former Land Transfer did not occur as originally planned and had not prior to the date hereof; and

WHEREAS, in 1991 and 2002, in reliance on the Casco Town Meeting's authorization of the Former Land Transfer, the Library expanded its building footprint onto portions of what would become the Acquired Library Property prior to the title to such property being vested in the Library; and

WHEREAS, on or around 2002, the Library installed a light pole(the "Light Pole") to the west of the Library building expansion, on a portion of the Town Office Lot that would become the Acquired Library Property, which Light Pole is shown, and labelled as "Light Pole" on Exhibit A; and

WHEREAS, at some point, the Town installed recreational equipment for an outdoor children's playground and installed fencing to enclose the same (together, the "Playground"), immediately west of the Library's building, which playground sits partially on the Town Property and partially on the Library Property and which Playground is shown, and labelled as "Playground," on Exhibit A; and

WHEREAS, at some point, the Town installed additional fencing (the "Fence") along the southwest border of the Acquired Library Property, which belonged to the Town at the time but has since become a portion of the Library Property, which fence is shown, and labelled as **<FENCE>** on Exhibit A; and

WHEREAS, said Playground was built over an abandoned Town leach field ("Former Leach Field"), used by the Town and the Library, which leach field sits partially on the Town Office Lot and partially on the Library Property, and which leach field is shown, and labelled as "Former Leach Field," on Exhibit A; and

WHEREAS, in the late 1990s, the Town constructed the Village Green ("Village Green," shown, and labelled as "Village Green," on Exhibit A) on land it had recently acquired, on the portion of Leach Hill Road that had abutted the Original Library Property and was discontinued, and on a portion of the Original Library Property, thus eliminating the Original Library Property's street frontage, parking, and access as well as the Library's ability to erect a sign along a public way to advertise its business to the public; and

WHEREAS, during the construction of the Village Green project, the Town installed over one hundred (100) feet of concrete sidewalks on the easterly and southerly portion of the Library Property (the "Sidewalks"), which sidewalks are shown, and labelled as "Concrete Sidewalk," on Exhibit A; and

WHEREAS, the Town has historically allowed the Library's agents, employees, guests, licensees, and invitees to access the Library Property via a paved right of way across the Town Property (the "Driveway"), which driveway is shown, and labelled as **<DRIVEWAY>** on Exhibit A and to park their vehicles in a certain parking lot thereon (the "Parking Lot"), which parking lot is shown, and labelled as **<PARKING LOT>** on Exhibit A; and

WHEREAS, over the years, in order to improve stormwater drainage in the area, the Town installed two catch basins on the Library Property (collectively, the "Town Catch Basins"), each of which is shown, and labelled as "Town Catch Basin" on Exhibit A, as well as one catch basin on adjacent Town Property to the northeast (the "Northeast Catch Basin"), each of which catch basins may or may not be connected to the same underground drainage system as the others; and

WHEREAS, at some point, in order to improve stormwater drainage on the Library Property, the Library installed one catch basin on the Library Property on the easterly side of its building (the "Library Catch Basin"), which is shown, and labelled as "Library Catch Basin" on Exhibit A, which catch basin may or may not be connected to the same underground drainage system as the Town Catch Basins and/or Northeast Catch Basin; and

WHEREAS, in order to improve groundwater drainage from the Library Building, the Library has installed a sump pump in their basement with a discharge pipe (the "Sump Pump Discharge Pipe") that runs

from the sump pump to a catch basin on the Town Property to the southwest of the Library Building (the “Southwest Catch Basin”); and

WHEREAS, in or around 2017 or 2018, the Town installed portions of a new septic system, including a septic tank (the “Septic Tank”), which septic tank is shown, and labelled as “Septic Tank” on Exhibit A, and portions of septic lines (the “Septic Lines”), which septic lines are shown on Exhibit A as solid lines running from the easterly, southerly, and westerly sides of the Septic Tank (the “Septic System”), which septic system serves the Library Property and the old Town office building on the Town Office Property; and

WHEREAS, the Septic System is powered by electricity provided by the Library and empties into a leach field located on the Town Office Property (the “Leach Field”), which leach field is shown and labelled as “27’ x 38’ Septic Field” on Exhibit A; and

WHEREAS, also in or around 2017 or 2018, the Town installed a wheelchair access ramp with appropriate railings on the western entrance to the Library’s building (the “ADA Ramp”), which ADA ramp is shown and labelled as “ADA Ramp w/Railing” on Exhibit A, and which ADA ramp was constructed on property that belonged to the Town at the time; and

WHEREAS, in 2019, the Library installed a pergola (the “Pergola”) on property that belonged to the Town at the time, which pergola is shown and labelled as “Pergola” on Exhibit A; and

WHEREAS, in at some point, the Library installed a drop box (“Drop Box”) on property that belonged to the Town at the time, which drop box is shown and labelled as “Drop Box” on Exhibit A; and

WHEREAS, at some point, the Town installed a canopy (the “Canopy”) on the Library Property, which canopy is shown and labelled as “Canopy” on Exhibit A; and

WHEREAS, the Library has historically allowed the Playground, Fence, Village Green, Sidewalks, Well, Town Catch Basins, Septic Tank, Septic Lines, Former Leach Field, ADA Ramp, and Canopy (collectively, the “Town Improvements”) to be and remain located, in part or in full, on the Library Property; and

WHEREAS, the Library’s extensive history of collaboration with the Town to serve the community over the past several decades has proven beneficial to all parties involved and the Town and Library wish to maintain this collaborative, supportive relationship; and

WHEREAS, to partially remediate the situation described in the foregoing recitals, the Town has granted the Acquired Library Property to the Library, which conveyance ensures that the entirety of the Library’s building, the Light Pole, the Drop Box, and the Pergola are now located on Library Property; and

WHEREAS, the Town’s conveyance of the Acquired Library Property to the Library does not, however, provide the Library with street frontage, parking, access to the Library Property, or the ability to erect a sign along a public way to advertise its business to the public; and

WHEREAS, the Town Improvements are still located on the Library Property without there being any deeded right for the Town to access the Library Property to manage the same and the Town has requested an easement from the Library that will allow the Town’s agents and employees to manage the Town Improvements on the Library Property; and

WHEREAS, the Library is willing to grant the Town an easement for reasonable access to and use of those portions of the Library Property on which the Town Improvements lie for the purpose of maintaining the same; and

WHEREAS, the Town desires members of the general public to have the right to use the portions of the Playground, Village Green, Sidewalks, and Canopy that exist on the Library Property for recreational purposes and the Town has requested from the Library an easement over said portions of the Playground, Village Green, Sidewalks, and Canopy for that purpose; and

WHEREAS, the Library is willing to grant the Town an easement for the public's use and enjoyment of said Playground, Village Green, Sidewalks, and Canopy; and

WHEREAS, to comply with local zoning laws and regulations, including the Casco Zoning Ordinance (the "Zoning Ordinance"), as the same has been and may hereafter be amended, restated, and/or modified, including by a certain Contract Zoning Agreement to be entered into between the Town and the Library, the Library requires permanently deeded access to the Library Property and to so many parking spaces as may be necessary to accommodate the needs of the Library's agents, employees, guests, and invitees from time to time and the Library has requested from the Town an access easement over the Driveway and easement for parking purposes over the Parking Lot; and

WHEREAS, the Town is willing to grant the Library an easement for vehicular and pedestrian access to the Library Property over the Driveway and for the non-exclusive use of no less than thirty (30) parking spaces in the Parking Lot at any one time (the "Required Parking Spaces"); and

WHEREAS, the Library desires to advertise its business to the public by erecting a permanent sign on a portion of the Easterly Town Property adjacent to Meadow Road; and

WHEREAS, the Town is willing to grant the Library an easement for reasonable access to and use of a portion of Town Property for the purpose of erecting a permanent sign to advertise its business to the public; and

WHEREAS, it is the intention of the Parties that this Agreement shall document conditions as they currently exist on the Library Property and Town Property and that it shall establish that the party responsible for originally installing a feature thereon shall, in most cases, remain responsible for maintaining the same, regardless of on whose property that feature is located as of the Effective Date hereof.

NOW, THEREFORE, for mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements; Purpose; Use.

(a) Easements Granted to the Town.

(i) The Library hereby grants and conveys to the Town, its legal representatives, employees, and agents, a perpetual, non-exclusive, easement and right of way (the "Town's Improvement Easement") in, under, upon, about, over, and through the portions of the Library Property on or under which any of the Town Improvements (and the outlet pipes running from each Town Catch Basin to any drainage system to which it connects) is located as of the date hereof (the "Town's Improvement Easement Area") for the purpose of allowing the Town, its legal representatives, employees, and agents, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Town Improvements on the Town's Improvement Easement Area.

(ii) The Library hereby grants and conveys to the Town a perpetual, non-exclusive, easement and right of way (the "Town's Recreation Easement" and together with the Town's Improvement Easement, the "Town's Easements") in, under, upon, about, over,

and through the portions of the Library Property on which the Playground, Village Green, Sidewalks, and/or Canopy are located as of the date hereof (the “Town’s Recreation Easement Area” and together with the Town’s Improvement Easement Area, the “Town’s Easement Area”) for the purpose of allowing the Town to: (i) invite members of the public to use those portions of the Town’s Recreation Easement Area on which the Playground, Village Green, and Canopy are located for recreational uses; (ii) invite members of the public to use those portions of the Town’s Recreation Easement Area on which the Sidewalks are located for the purpose of navigation; and (iii) to have its employees and agents place, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one or more picnic tables on the portion of the Town’s Recreation Easement Area on which the Canopy is located for the benefit of members of the public making use of that portion of the Town’s Recreation Easement.

(b) Easements Granted to the Library.

(i) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the “Library’s Access Easement”) in, under, upon, about, over, and through the portions of the Town Property on which the Driveway is located as of the date hereof (the “Library’s Access Easement Area”) for the purpose of providing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, with vehicular and pedestrian access to the Library Property.

(ii) The Town hereby grants and conveys to the Library, its legal representatives, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the “Library’s Parking Easement”) in, under, upon, about, over, and through the portions of the Town Property on which the Parking Lot is located as of the date hereof (the “Library’s Parking Easement Area”) for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, to access and use the Required Parking Spaces, in common with others, for the parking of vehicles in the Library’s Parking Easement Area.

(iii) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement and right of way (the “Library’s Sign Easement”) in, under, upon, about, over, and through the portion of the Easterly Town Property labelled as “Sign Easement Area” on Exhibit A (the “Library’s Sign Easement Area”), for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees and agents, to erect, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one (1) permanent sign on the Library’s Sign Easement Area for the purpose of advertising the Library to motorists and pedestrians along Meadow Road, provided such sign shall comply with all applicable land use regulations not waived, modified, or otherwise affected by a land use permit, including but not limited to a variance, and further provided that the exact location of the sign is agreed to by the parties in good faith, with each Party’s consent not to be unreasonably withheld or delayed.

(iv) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement

and right of way (the “Library’s Drainage Easement” and collectively with the Library’s Access Easement, the Library’s Parking Easement, and the Library’s Sign Easement, the “Library’s Easements”) in, under, upon, about, over, and through the portions of the Town Property on which the Sump Pump Discharge Pipe runs on its way to the Southwest Catch Basin as of the date hereof (the “Library’s Drainage Easement Area” and collectively with the Library’s Access Easement Area, the Library’s Parking Easement Area, and the Library’s Sign Easement Area, the “Library’s Easement Area”) for the purpose of allowing the Library, its legal representatives, successors, and assigns, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the portion of the Sump Pump Discharge Pipe in the Library’s Drainage Easement Area and to connect the same to the Southwest Catch Basin.

2. Incidental Access Rights.

(a) The Town shall be permitted access to such portions of the Library Property adjacent to the Town’s Easement Area and not covered by a permanent structure as are necessary for the Town, its agents and employees, to access the Town Improvements as they exist on the date hereof (the “Town’s Incidental Access Area”), upon not less than three (3) days’ prior written notice to the Library, to perform improvements, maintenance, and repairs on the Town Improvements as further described herein, or to place or remove one or more picnic tables on the portion of the Town’s Easement Area on which the Canopy is located. The Town agrees not to interrupt the Library’s use of the Library Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the Library. In the event of emergency, the Town shall provide verbal notice to the Library prior to entering onto the Town’s Incidental Access Area but shall not be required to provide such notice three (3) days before entry.

(b) The Library shall be permitted access to such portions of the Town Property adjacent to the Library’s Sign Easement Area and Town’s Drainage Easement Area and not covered by a permanent structure as are necessary for the Library, its legal representatives, successors and assigns, and their agents and employees, to access the Sump Pump Discharge Pipe in the Library’s Drainage Easement Area and any sign constructed in the Library’s Sign Easement Area (the “Library’s Incidental Access Area”), upon not less than three (3) days’ prior written notice to the Town, to perform improvements, maintenance, and repairs on the Sump Pump Discharge Pipe and any permanent sign erected in the Library’s Sign Easement Area as further described herein, or to place or remove a permanent sign on the Library’s Sign Easement Area. The Library agrees not to interrupt the Town’s use of the Town Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the Town. In the event of emergency, the Library shall provide verbal notice to the Town prior to entering onto the Library’s Incidental Access Area but shall not be required to provide such notice three (3) days before entry.

3. Costs/Lien-Free Construction.

(a) The Town shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Library Property, all costs and expenses incurred by the Town in connection with the maintenance, reconstruction, repair, replacement, operation, inspection, patrol, redesign, alteration, or removal of the Town Improvements. The Town hereby acknowledges

and agrees that if any lien is filed against the Library Property as a result of the Town's Improvement Easement or the Town's activities in the Town's Easement Area and the Town has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, the Town shall be in default of this Agreement, and the Library shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

(b) The Library shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Town Property, all costs and expenses incurred by the Library in connection with the construction, maintenance, reconstruction, repair, replacement, operation, inspection, patrol, redesign, alteration, or removal of the Sump Pump Discharge Pipe and any permanent sign constructed in the Library's Sign Easement Area. The Library hereby acknowledges and agrees that if any lien is filed against the Town Property as a result of the Library's Sign Easement or the Library's Drainage Easement or the Library's activities in the Library's Sign Easement Area or Library's Drainage Easement Area and the Library has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, the Library shall be in default of this Agreement, and the Town shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

4. Compliance with Laws.

(a) The Town shall maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Town Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

(b) The Library shall maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Sump Pump Discharge Pipe and any sign constructed in the Library's Sign Easement Area in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

(c) The Town shall use its best efforts to obtain all land use approvals that are needed to allow the Library to maintain a permanent sign in the Library's Sign Easement Area including by applying for a variance if needed.

5. Maintenance, Repair, and other Covenants.

(a) The Town's Obligations.

(i) The Town shall maintain and repair the all portions of the Town's Improvements (whether on Library Property or Town Property), the Driveway, the Parking Lot, and the Town's Easement Area in a good and safe condition and in accordance with all applicable laws. The Town shall also maintain the Leach Field and the Southwest Catch Basin in good working order.

(ii) The Town shall perform necessary maintenance to keep the Town's Easement Area, the Driveway, and the Parking Lot at all times in the same or better condition as existed on the Effective Date of the Agreement, subject to Section 10 below.

(iii) In the event the surface of any portion of the Town's Incidental Access Area is disturbed by the Town's exercise of any of its easement rights under this Agreement, the Town shall restore such area to the condition in which it existed as of the commencement of such activity.

(iv) The Town shall have the right to block access to all or a portion of the Library's Easement Area for a temporary period in an emergency or for maintenance of the Library's Easement Area.

(v) Without limiting the generality of the foregoing, the Town shall be specifically responsible for mowing those portions of the Library Property immediately surrounding the Town Improvements, for clearing snow and ice from and applying salt to the Sidewalk and Parking Lot during the winter, for plowing the Parking Lot and Driveway as necessary to ensure continuous access to the Library Property, and for keeping the Town Catch Basins and Southwest Catch Basin clear and properly functioning.

(b) The Library's Obligations.

(i) The Town hereby assumes the obligation to maintain and repair the Sump Pump Discharge Pipe and any sign constructed in the Library's Sign Easement Area in a good and safe condition and in accordance with all applicable laws.

(ii) The Library shall perform necessary maintenance to keep the Sump Pump Discharge Pipe at all times in the same or better condition as existed on the Effective Date of the Agreement, subject to Section 10 below.

(iii) In the event the surface of any portion of the Library's Incidental Access Area is disturbed by the Library's exercise of any of its easement rights under this Agreement, the Library shall restore such area to the condition in which it existed as of the commencement of such activity.

(iv) The Library shall have the right to block access to all or a portion of the Town's Easement Area for a temporary period in an emergency.

(v) The Library hereby covenants to provide electricity in such amounts as are necessary to ensure continuous proper functioning of the Septic System's pump.

6. Reservation of Rights.

(a) All right, title, and interest in and to the Town's Easement Area and Town's Incidental Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Library, provided, however, that the Library shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Town Improvements in the Town's Easement Area and Town's Incidental Access Area; or (b) develop, landscape, or beautify the Town's Easement Area and Town's Incidental Access Area in any way which would unreasonably or materially increase the costs to the Town of maintaining, reconstructing, repairing, replacing, operating, inspecting, patrolling, redesigning, rebuilding, altering, or removing the Town Improvements or restoring the Town's Easement Area or the Town's Incidental Access Area after such activity. The Library shall have the right to grant additional

easement rights in the Town's Easement Area and Town's Incidental Access Area, provided same shall not interfere with, or otherwise adversely affect any of the Town's rights herein. The Library's use and enjoyment of the Town's Easement Area and Town's Incidental Access Area shall not interfere with, or adversely affect any of the Town's rights herein.

(b) All right, title, and interest in and to the Library's Easement Area and Library's Incidental Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Town, provided, however, that the Town shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Sump Pump Discharge Pipe or permanent sign in the Library's Easement Area and Library's Incidental Access Area; or (b) develop, landscape, or beautify the Library's Easement Area and Library's Incidental Access Area in any way which would unreasonably or materially increase the costs to the Library of constructing, maintaining, reconstructing, repairing, replacing, operating, inspecting, patrolling, redesigning, rebuilding, altering, or removing the Sump Pump Discharge Pipe or any permanent sign in the Library's Sign Easement Area or restoring the Library's Easement Area or the Library's Incidental Access Area after such activity. The Town shall have the right to grant additional easement rights in the Library's Easement Area and Library's Incidental Access Area, provided same shall not interfere with, or otherwise adversely affect any of the Library's rights herein. The Town's use and enjoyment of the Library's Easement Area and Library's Incidental Access Area shall not interfere with, or adversely affect any of the Library's rights herein.

7. Representations and Warranties. Each party hereby represents and warrants to the other that: (a) it has the full right, power, title, and interest to make the within grants of the easements; (b) such grant of the easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by the other pursuant to the terms hereof; and (c) the other's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

8. Relocation. The Town or the Library may relocate any easement provided for herein by which it is burdened if prior written consent is obtained from the other party, which consent may not be unreasonably withheld. If the Town desires to relocate all or any portion of the Library's Easement Area and/or Library's Incidental Access Area or the Library desires to relocate all or any portion of the Town's Easement Area and/or Town's Incidental Access Area, such party shall send a request to relocate the easement area and/or incidental access area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within fifteen (15) days of receiving such relocation request. If the parties agree to relocate an easement area or incidental access area, then this Agreement shall be amended to reflect same. Both the Town and the Library, hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the easement area.

9. Grantor's Use of Property. The Town reserves the right to use the Town Property in any manner and for any purpose that does not interfere with the Library's easement rights and its use of the Library's Easements. The Library reserves the right to use the Library Property in any manner and for any purpose that does not interfere with the Town's easement rights and its use of the Town's Easements.

10. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns, except that the Library's Parking Easement shall benefit the Library

Property for only so long as the Library is the fee owner of the Library Property. In the event that the fee ownership interest in the Library Property is transferred to another person or entity, the transferee shall be required to renegotiate with the Town the terms of the transferee's use of the Required Parking Spaces in the Parking Lot. Notwithstanding the foregoing, the parties acknowledge that the rights granted and duties assumed under this Agreement may not be assigned or delegated without the prior written consent of the other party, which consent is not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment or delegation without the prior written consent of the other party shall be void ab initio.

11. Default and Remedies. In the event of a default by the Town or the Library, the non-defaulting party may seek any and all remedies permitted by law.

12. Insurance

(a) The Town shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Town's Easement Area and/or the Town's Incidental Access Area with a combined single limit of not less than \$400,000 with respect to the Town's Easement Area and the Town's Incidental Access Area and the Town's use therein. Prior to making any entry onto the Library Property, the Town shall furnish to the Library a certificate of insurance evidencing the foregoing coverages.

(b) The Library shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Library's Easement Area with a combined single limit of not less than \$1,000,000.00 with respect to the Library's Easement Area and the Library's Incidental Access Area and the Library's use therein. Prior to making any entry onto the Town Property, the Library shall furnish to the Town a certificate of insurance evidencing the foregoing coverages.

13. Grantor Not Liable. In no event shall the Town be liable for any damage to, or loss of personal property or equipment sustained by the Library, its successors and assigns, or their agents, employees, guests, and/or invitees within the Library's Easement Area, whether or not it is insured, even if such loss is caused by the negligence of the Town; and in no event shall the Library be liable for any damage to, or loss of personal property or equipment sustained by the Town, its agents, employees, guests, invitees, and licensees, within the Town's Easement Area, whether or not it is insured, even if such loss is caused by the negligence of the Library.

14. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY HEREUNDER, OR FOR ANY OTHER REASON, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER.

15. Indemnification. The Town shall indemnify, defend, and hold the Library harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the Library arising from or by reason of the Town's or general public's access to, or use of the Town's Easement Area and the Town's Incidental Access Area subject to the limits on liability prescribed by the Maine Tort Claims Act. The Library shall

indemnify, defend, and hold the Town harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the Town arising from or by reason of the Library's access to, or use of the Library's Easement Area and the Town's Incidental Access Area.

16. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

17. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Eastern Standard Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To the Town: Anthony R. Ward
635 Meadow Road
Casco, ME 04015

To the Library: Michelle R. Brenner
Library Director
PO Box 420
5 Leach Hill Road
Casco, ME 04015

If Tony Ward and/or Michelle R. Brenner shall at any time cease to be the Town Manager of the Town or Library Director of the Library, as applicable, the first line of the addresses above shall be deleted and replaced with the name of their successor. Any party may change its address for purposes of this Section 19 by giving written notice as provided in this Section 19. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 19.

18. Recording. This Agreement shall be recorded in the Cumberland County Registry of Deeds in the State of Maine.

19. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

20. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF MAINE, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 22. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 19 OF THIS AGREEMENT.

22. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

24. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

TOWN:

INHABITANTS OF THE TOWN OF CASCO,
a Maine municipal corporation

By:_____

Anthony Ward

Its: Town Manager, Duly Authorized by Vote of
Town Meeting

LIBRARY:

CASCO LIBRARY ASSOCIATION,
a Maine nonprofit corporation

By:_____

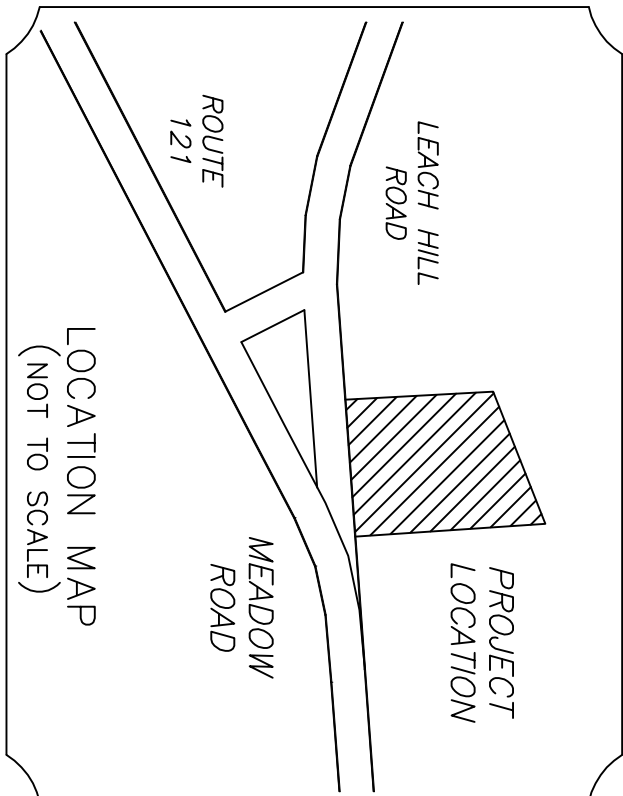
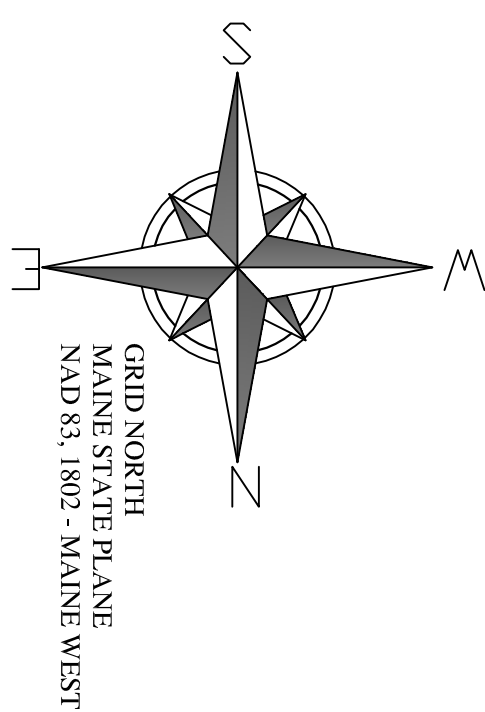
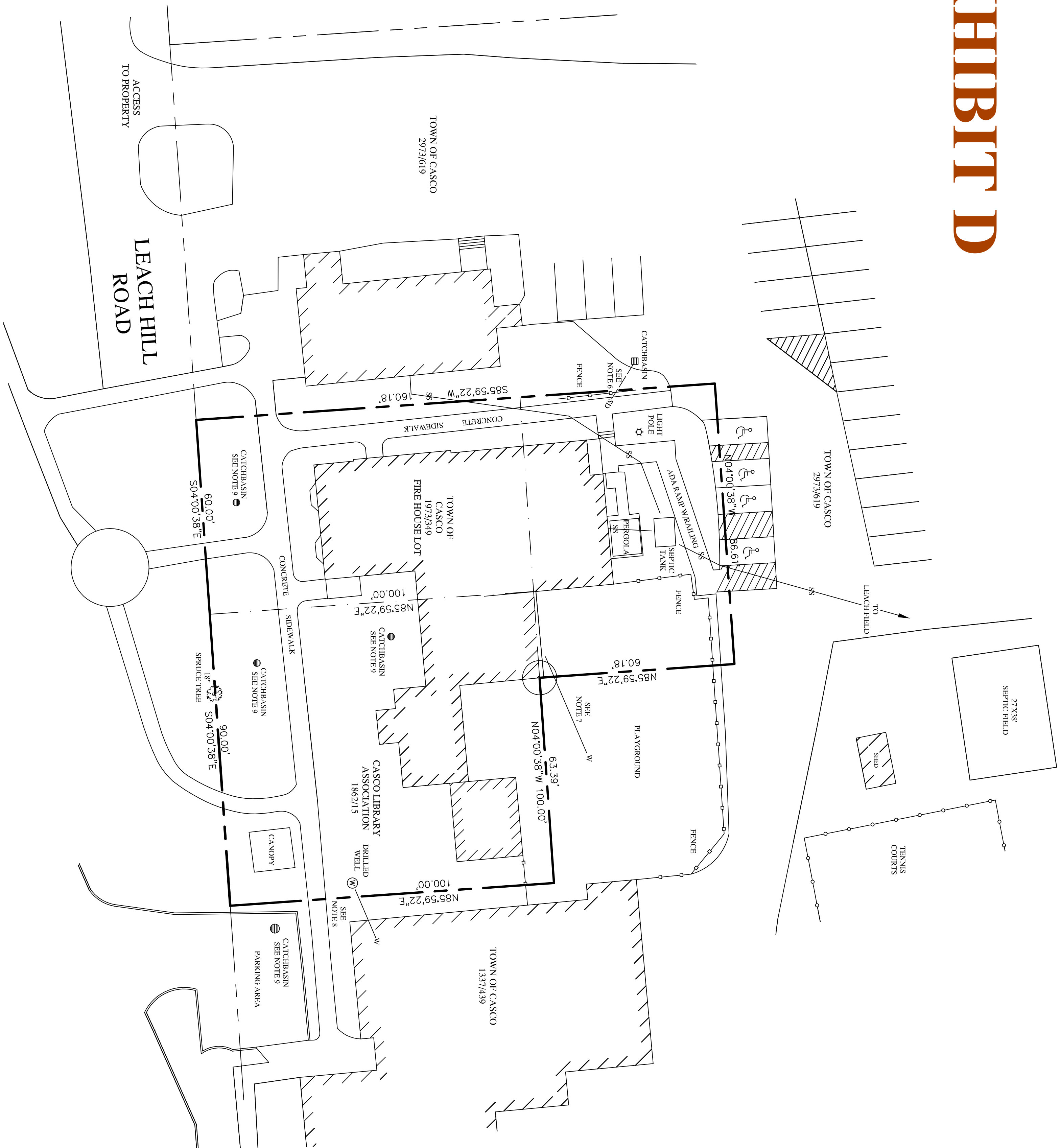
Janet Ver Planck

Its: President and Authorized Representative

EXHIBIT A

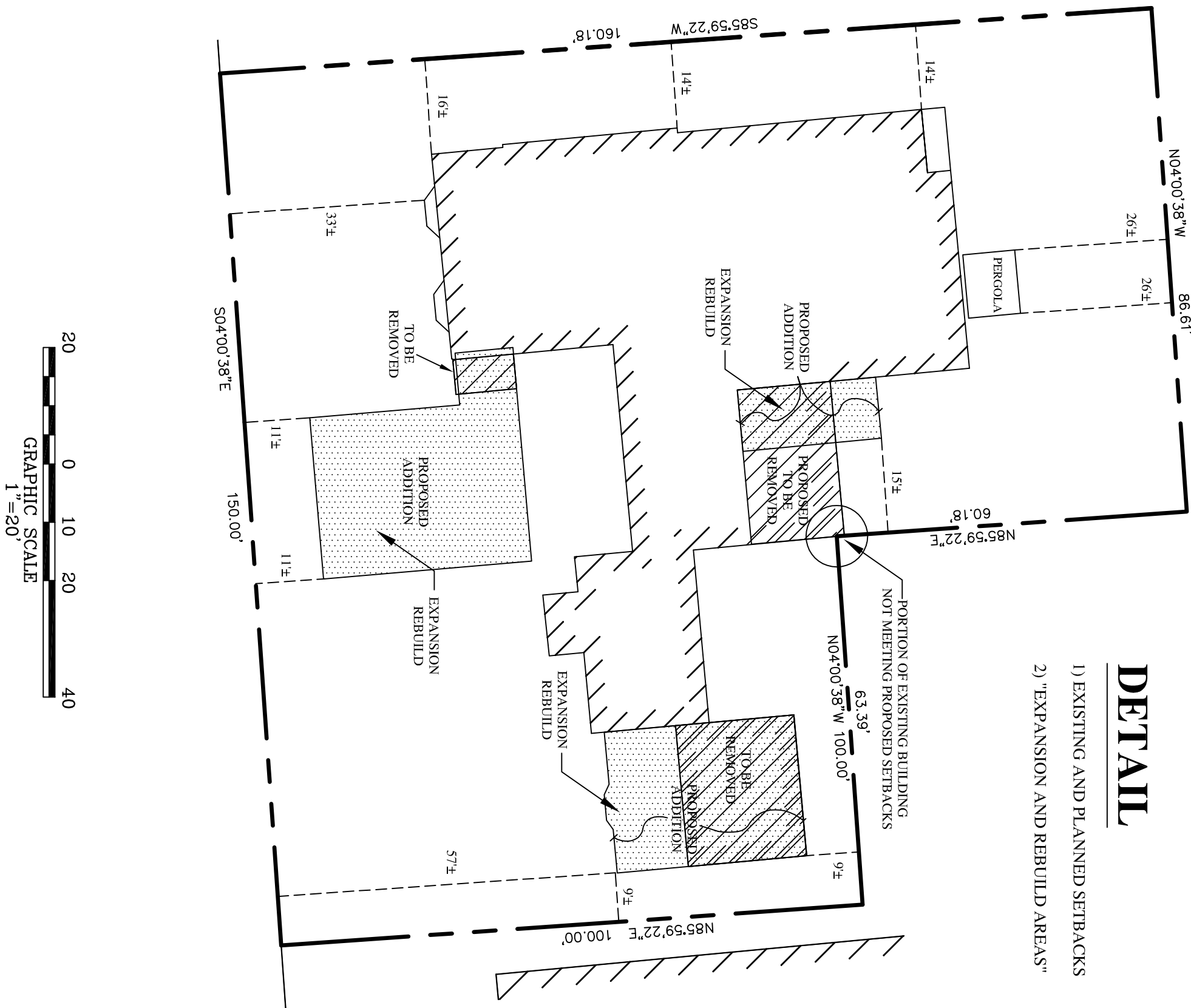
SURVEY

EXHIBIT D



DETAIL

- 1) EXISTING AND PLANNED SETBACKS
2) EXPANSION AND REBUILD AREAS"



LEGEND:

- W — WATER LINE SEE NOTES 7 AND 8
— SS — SANITARY SEWER SEE NOTE 5
— S0 — STORM DRAIN SEE NOTE 6



PLAN REFERENCE:

- (1) BOUNDARY SURVEY 966 MEADOW ROAD CASCO MAINE FOR 960 MEADOW ROAD HOLDINGS, LLC DATED FEBRUARY 2020 BY SURVEY INC.
(2) CASCO INN CASCO MAINE FOR CASCO INN ASSOCIATES DATED APRIL 1966 BY SURVEY INC.
(3) MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP CASCO CUMBERLAND COUNTY DATED SEPTEMBER 1966 SHC FILE NO. 3-182.
(4) REFERENCE IS MADE TO A SET OF PLANS FOR THE CASCO PUBLIC LIBRARY ADDITION DATED 12-16-2024 BY GAF ARCHITECTURE.
(5) MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE AID HIGHWAY NO. 1 CASCO CUMBERLAND COUNTY DATED SEPTEMBER 1965 SHC FILE NO. 3-182.

SURVEY NOTES:

- (1) THE OWNERS OF RECORD ARE THE CASCO LIBRARY ASSOCIATION AS DESCRIBED IN DEEDS RECORDED IN BOOK 1862 PAGE 15 AND THE TOWN OF CASCO AS DESCRIBED IN DEEDS RECORDED IN BOOK 2073 PAGE 610 AND BOOK 1973 PAGE 349 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
(2) BEARINGS ARE GRID NORTH.
(3) THE PARCEL CONTAINS APPROXIMATELY 20,212 SQUARE FEET.
(4) THE PROPOSED BUILDING, ADDITIONS, AND BUILDING AREAS TO BE REMOVED SHOWN ON THE DETAIL INSET ARE SCALED FROM PLAN REFERENCE 4.
(5) REFERENCE IS MADE TO A SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST DATED 9-22-16 REVISED 9-5-17 BY SEBAGO TECHNIQS FOR THE GENERAL LOCATION OF THE SEPTIC SYSTEM.
(6) THERE IS A SLUMP PLUMP CONNECTION TO THE CATCHBASIN (SHOWN GRAPHICALLY NOT FIELD LOCATED).
(7) THERE IS A WATER LINE ENTERING THE BACK OF THE BUILDING FROM OTHER LAND OF THE TOWN OF CASCO (SHOWN GRAPHICALLY NOT FIELD LOCATED).
(8) THERE IS A WATER LINE FROM THE WELL TO THE TOWN BUILDING (SHOWN GRAPHICALLY NOT FIELD LOCATED).
(9) UNABLE TO VERIFY IF OR HOW THE CATCHBASINS ARE CONNECTED.

CERTIFICATION:

I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE PROFESSION OF SURVEYING AND THAT THE SURVEYORS AND I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE STANDARDS OF THE PROFESSION OF SURVEYING AND I BELIEVE THE INFORMATION AND BELIEF.

WILLIAM C. SHIPPEN
MAY 18, 2018

PRELIMINARY

EXISTING CONDITIONS SURVEY

5 LEACH HILL ROAD
CASCO, MAINE

FOR:

CASCO LIBRARY
ASSOCIATION
5 LEACH HILL ROAD
CASCO, MAINE 04015
(CLIENT)

SURVEY BY:

SURVEY, INC.
P.O. BOX 210

WINDHAM, ME 04062

(207) 892-2556

INFO@SURVEYINCORPORATED.COM

DWN:DBR

DATE: MARCH 2025

CHK:WCS

JOB NO. 23-243-1

DRAFT

(March 14, 2025)

Chapter 149

Taxation

• • •

Article II Senior Property Tax Assistance

§ 149-3 Purpose and Authority.

This Article is adopted pursuant to 36 M.R.S. § 6232. The purpose of this Article is to establish a program to provide property tax assistance to persons 70 years of age and over who reside in the town of Casco, and who otherwise qualify as set forth herein.

§ 149-4 Definitions.

As used in this Article, the following terms shall be defined as follows:

Assistance Payment: The benefit amount to which an eligible participant is entitled, as determined in § 149-6 of this Article.

Benefit Base: The amount equal to each applicant's property taxes paid during the previous tax year on the applicant's homestead or rent constituting property taxes paid by the applicant during the previous tax year.

Homestead: "Homestead," as that term is defined in 36 M.R.S. § 681(2), as amended. Generally, and without limiting the foregoing, a homestead is a dwelling owned or rented by the applicant or held in a revocable trust for the benefit of the applicant. The applicant must reside in the homestead at least 9 months of each calendar year.

Household Income: "Income," as defined in 36 M.R.S. § 5219-KK(1)(D), as amended or recodified.

Qualifying Applicant: A person who is determined by the Town Manager or their designee, after review of the criteria for participation under § 149-4 of this Article and a complete application under § 149-5 of this Article, to be eligible for an assistance payment under the terms of this Article.

Rent Constituting Property Tax: "Rent constituting property taxes," as defined in 36 M.R.S. § 5219-KK(1)(E), as amended. Generally, and without limiting the foregoing, rent constituting property taxes is equal to 15% of the gross rent actually paid in cash or its equivalent during the tax year solely for the right of occupancy of a homestead in the State of Maine. For purposes of this definition, "gross rent" means rent paid at arm's length solely for the right of occupancy of a homestead, exclusive of charges for any utilities, services, furniture, furnishings or personal property

appliances furnished by the landlord as part of the rental agreement, whether or not expressly set out in the rental agreement.

§ 149-4 Criteria for Participation.

In order to participate in the Senior Property Tax Assistance Program and be eligible to receive an assistance payment hereunder, an applicant must demonstrate all of the following:

- A. The applicant shall be 70 years of age or older at the time of application.
- B. If the applicant is a property owner (rather than a renter), they shall have a homestead in the town of Casco at the time of application, and shall have maintained that homestead for at least 10 consecutive tax years prior to the date of application.
- C. If the applicant is a renter, the renter shall have been a resident of the Town of Casco for at least 10 consecutive tax years prior to the date of application.
- D. A property owner applicant shall own no more than one residential property at the time of application and throughout their participation in the Senior Property Tax Assistance Program. A rental applicant shall not own any residential property at the time of application and throughout their participation in the Senior Property Tax Assistance Program.
- E. The applicant must demonstrate that they have received a tax credit under the provisions of the State of Maine Property Tax Fairness Credit Program, in accordance with 36 M.R.S. § 5219-KK, as may be amended from time to time.

§ 149-5 Application and Payment Procedures.

- A. Persons seeking to participate in the Senior Property Tax Assistance Program shall submit an application to the Town Manager no later than May 15 of each year. A new application must be submitted each year in order for the applicant to continue to participate. The application form shall be made available upon request in the Town Office and shall include, at a minimum, the applicant's name, address, and contact information. To the application form, applicants shall attach proof of household income and proof of property taxes paid or rent constituting property taxes paid during the preceding tax year. Applicants who do not file an income tax return but receive Social Security benefits must submit their SSA-1099 form with the application.
- B. The Town Manager or their designee shall review the submitted application and determine if it is complete. If the application is deemed not to be complete then the applicant shall be alerted and given 10 business days to submit any additional required documentation. Failure to submit such documentation in a timely manner may lead to the application being denied.
- C. The Town Manager or their designee shall review every complete application and determine whether the applicant have demonstrated compliance with all

requirements of this Article. The Town Manager's determination of eligibility under this Article is final.

§ 149-6 Determination of Eligibility and Amount.

A. Upon determination of eligibility, the Town Manager shall determine the amount of the assistance payment available to the applicant. The amount of assistance is designed to provide greater benefits to applicants with lower income in relation to their benefit base. Eligible applicants will receive an assistance payment equal to the lesser of:

1. The amount of benefit calculated under Subsection B, below;
2. A pro rata share of available monies in the Program Fund established in § 149-8 of this Article, based on the calculated amount of benefit; and
3. Property taxes paid or rent constituting property taxes paid, less the amount received by the applicant under the State of Maine Property Tax Fairness Program.

B. Eligible applicants may qualify for an assistance payment based on a calculation of the applicant's benefit base as a percentage of their household income under the following formula:

[(benefit base/household income) x 100 = benefit base as percentage of household income.]

The table below lists the benefits that correspond with the benefit base a percentage of household income.

<u>Benefit Base as Percentage of Household Income</u>	<u>Assistance Payment Amount</u>
<u>8% - 12%</u>	<u>\$100.00</u>
<u>12.01% - 16%</u>	<u>\$200.00</u>
<u>16.01% - 20%</u>	<u>\$300.00</u>
<u>20.01% - 24%</u>	<u>\$400.00</u>
<u>24.01% and over</u>	<u>\$500.00</u>

§ 149-7 Limitations on Payments

A. The Town Manager shall report to the Selectboard by August 1 of each year the projected payments and number of eligible applicants requesting assistance from the program fund.

B. Disbursal of assistance payments under this Article shall be conditioned upon the existence of sufficient monies in the program fund for the year in which participation

is sought. If there are not sufficient monies in the program fund to pay all qualifying applicants under this Article per the calculations set forth in § 149-6, payments shall be limited to the amounts available in the fund and may be prorated accordingly. If a lack of funding results in no payment or less than full payment to the qualifying applicant, the request and/or unpaid balance will not carry over to the next year.

§ 149-8 Creation of Program Fund

A program fund from which payments shall be made under this Article shall be created as follows:

- A. Town Meeting may annually raise and appropriate funds to the program fund, in order to provide benefits to eligible applicants under this Article.
- B. The program fund shall be considered a reserve account, and any surplus monies existing at the end of each fiscal year shall remain in the program fund and shall not lapse into unassigned fund balance.

§ 149-9 Timing of Payments

A person who qualifies for an assistance payment under this Article shall have their benefit applied to their outstanding real estate taxes no later than October 1 for the year in which participation is sought.

§ 149-10 One Applicant Per Household

Only one qualifying applicant per household shall be entitled to payment under this Article each year. Eligibility shall be determined based on total household income. The right to file an application under this Article is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney in fact. If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the Town Manager shall be disbursed to another member of the household as determined by the Town Manager. If the applicant was the only member of a household, then no payment shall be made under this Article.

FY 23 Selectboard Goals with completed projects highlighted

	Selectboard Goal	Status	Anticipated Completion Date
1	Comprehensive Plan	Planning Days completed, Report being worked on and trail traffic calming being discussed	Completed and approved January 2024
2	Housing-Elderly, Low Income, Veterans	More discussion needed. State not working with municipalities to increase density housing and affordable housing.	Part of Comp Plan Process; January 2024 and part of GPCOG CDBG Grant
3	Berry Property	Part of comprehensive review	Part of Master Plan - July 2025
4	Private Roads	Town Meeting approval of requirements for plowing private roads and requirement to meet 1972 standards	Completed October 2022
5	Route 302 Corridor	Minimal progress made to date, part of Comprehensive Plan discussion	TBD
6	Salt and Sand Shed	Part of Discussion with Capital Improvement Plan during FY 23 Budget Process	FY 24 or FY25 or FY 26 based on final CIP
7	Reevaluation	Assessor recommends performing this function because of current ratios. RFP ready for distribution once approved at Town Meeting.	Completed June 2024
8	LED Street Lights	Contacted CMP for LED upgrade program and on future project list	Completed July 2023
9	Pleasant Lake Beach	Reconstruction phase RFP July 2022; Boat ramp and dock but June 30, 2022	TBD if project moves forward
10	Business Development		TBD
11	Abandoned and Dangerous Building Clean-up	1 in demolition RFP stage, 3 in the notice of violation stage and will be an on-going process.	Completed October 2023
12	Charging Station Fees	Hire company to manage Electric Charging Station Fees	Exploring Federal Grants for replacement of Level 1 chargers, July 2024
13	Valley Road Review	Discuss private roads as public road	TBD
14	Communications to the Public	Increasing Communications to the Public and use of multi-medias	Completed with hiring of Communication Coordinator
15	Survey's	Conduct survey's on substantial projects to determine community's priorities	TBD
16	Open Space	Increase participation in the Open Space Commission and provide them with clear objects	Still in progress, OSC working with Sebago Technics to develop master plan
17	Web Page	Updating of web page on a weekly basis	Completed with hiring of Communication Coordinator
18	Cell Phone Coverage/Repeater	Examine opportunities for increasing cell phone service within the village	TBD
19	Speed Bumps	For Leach Hill	TBD
20	Plan for Public Works	Develop a timeline/plan for implementation of Public Works	TBD
21	Plan for 2 to 5 year for Roadways	Develop a timeline/plan for road maintenance and repairs	Completed February 2024

FY 24 Selectboard Goals

	Selectboard Goal	Status	Anticipated Completion Date
1	Comprehensive Plan	Planning Days completed, Report being worked on and trail traffic calming being discussed	Completed January 2024
2	Housing-Elderly, Low Income, Veterans	More discussion needed. State not working with municipalities to increase density housing and affordable housing.	Part of Comp Plan Process; January 2024 and part of GPCOG CDBG Grant
3	Berry Property	Part of comprehensive review	Part of Master Plan - July 2025
4	Route 302 Corridor	Minimal progress made to date, part of Comprehensive Plan discussion	TBD
5	Salt and Sand Shed	Develop a Capital Improvement Committee for land/building Town projects	Conceptional Planning with occurring
6	Reevaluation	Assessor recommends performing this function because of current ratios. RFP ready for distribution once approved at Town Meeting.	Completed June 2024
7	Pleasant Lake Beach	Reconstruction phase RFP July 2022; Boat ramp and dock but June 30, 2022	TBD if project moves forward
8	Business Development		TBD
9	Charging Station Fees	Hire company to manage Electric Charging Station Fees	Exploring Federal Grants for replacement of Level 1 chargers, July 2024

10	Valley Road Review	Discuss private roads as public road	TBD
11	Survey's	Conduct survey's on substantial projects to determine community's priorities	TBD
12	Open Space	Increase participation in the Open Space Commission and provide them with clear objects	Still in progress, OSC working with Sebago Technics to develop master plan
13	Cell Phone Coverage/Repeat	Examine opportunities for increasing cell phone service within the village	TBD
14	Speed Bumps	For Leach Hill	TBD
15	Plan for Public Works	Develop a timeline/plan for implementation of Public Works	Site Review and conceptual plans being designed
16	Plan for 2 to 5 year for Road	Develop a timeline/plan for road maintenance and repairs	Completed 2/2024
17	Meeting Space	Research Development of Town Property into meeting facility	Approved June 2024, RFP Pending

From: [Contact form at Casco, ME](#)
To: [Anthony Ward](#)
Subject: [Casco, ME] 825 Quaker Ridge Road (Sent by Dana Watkins, danawatkins@mac.com)
Date: Tuesday, April 1, 2025 12:10:25 PM

Hello award,

Dana Watkins [REDACTED] has sent you a message via your contact form (<https://www.cascomaine.org/user/386/contact>) at Casco, ME.

If you don't want to receive such e-mails, you can change your settings at <https://www.cascomaine.org/user/386/edit>.

Message:

Tony

I spoke yesterday with Pam about the taxes in arrear at 825 Quaker Ridge Road, known as map/lot 2-36, and she has explained to me the situation.

Accordingly this is to ask you to place before the Select Board my request that I be permitted to redeem this property. I understand that granting of this request would necessarily require me to settle up the outstanding dollar amount which I understand to be \$5027.34 as of yesterday 3.31.2025. This requirement is acceptable to me. I note that the account detail which I have seen naturally shows a zero (0) tax due amount for the current 2025 year. An adjustment of this line to show the 2025 tax obligation to be my responsibility would be understandable and acceptable to me.

Best Regards and thank you for your attention to this matter,

Dana Watkins
[REDACTED]

**RE Account 124 Detail
as of 04/09/2025**

Name: TOWN OF CASCO
Location: 825 QUAKER RIDGE RD
Acreage: 6.00 Map/Lot: 0002-0036
Book Page: BXXXXPXXXX

Land: 61,000
Building: 156,500
Exempt: 217,500
Total: 0

Ref1:

2025-1 Period Due:

Mailing 635 MEADOW RD
Address: CASCO, ME 04015

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2025-1 R				0.00	0.00	0.00	0.00
2024-1 R	08/25/2023	Original		1,550.66	0.00	0.00	1,550.66
		Billed To:	WATKINS, CHESTER D				
		CURINT		0.00	-78.00	0.00	-78.00
		Total		1,550.66	78.00	0.00	1,628.66
2023-1 L	08/26/2022	Original		1,444.79	0.00	0.00	1,444.79
		Billed To:	WATKINS, CHESTER D				
0	07/13/2023	DEMAND	A 3	0.00	0.00	-11.10	-11.10
			Demand Fees				
	08/18/2023	Liened		1,444.79	35.54	59.10	0.00
		CURINT		0.00	-95.00	0.00	-95.00
		Total		1,444.79	130.54	59.10	1,634.43
2022-1 L	08/06/2021	Original		1,420.52	0.00	0.00	1,420.52
		Billed To:	WATKINS, CHESTER D				
0	07/13/2022	DEMAND	A 3	0.00	0.00	-10.33	-10.33
			Demand Fees				
	08/16/2022	Liened		1,420.52	53.12	58.33	0.00
0	01/04/2024	CHGINT	A I	0.00	-118.16	0.00	-118.16
0	01/04/2024	FCFEES	A L	0.00	0.00	-11.53	-11.53
			Lien Maturity Fee				
		CURINT		0.00	-107.65	0.00	-107.65
		Total		1,420.52	278.93	69.86	1,769.31
2021-1 L	*			0.00	0.00	0.00	0.00
2020-1 L	*			0.00	0.00	0.00	0.00
2019-1 R				0.00	0.00	0.00	0.00
2018-1 R				0.00	0.00	0.00	0.00
2017-1 R				0.00	0.00	0.00	0.00
2016-1 R				0.00	0.00	0.00	0.00
2015-1 R				0.00	0.00	0.00	0.00
2014-1 R				0.00	0.00	0.00	0.00
2013-1 R				0.00	0.00	0.00	0.00
2012-1 R				0.00	0.00	0.00	0.00
2011-1 R				0.00	0.00	0.00	0.00
2010-1 R				0.00	0.00	0.00	0.00
2009-1 R				0.00	0.00	0.00	0.00
2008-1 R				0.00	0.00	0.00	0.00
2007-1 R				0.00	0.00	0.00	0.00
2006-1 L	*			0.00	0.00	0.00	0.00
2005-1 L	*			0.00	0.00	0.00	0.00
2004-1 R				0.00	0.00	0.00	0.00

**RE Account 124 Detail
as of 04/09/2025**

Name: TOWN OF CASCO
Location: 825 QUAKER RIDGE RD
Acreage: 6.00 Map/Lot: 0002-0036
Book Page: BXXXXPXXXX

Land: 61,000
Building: 156,500
Exempt 217,500
Total: 0

2025-1 Period Due:

Ref1:
Mailing 635 MEADOW RD
Address: CASCO, ME 04015

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2003-1 L	*			0.00	0.00	0.00	0.00
2002-1 L	*			0.00	0.00	0.00	0.00
2001-1 L	*			0.00	0.00	0.00	0.00
2000-1 L	*			0.00	0.00	0.00	0.00
1999-1 L	*			0.00	0.00	0.00	0.00
Account Totals as of 04/09/2025				4,415.97	487.47	128.96	5,032.40

Per Diem	
2024-1	0.1699
2023-1	0.1583
2022-1	0.2335
Total	0.5618

Exempt Codes: 903 Muncipal

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

825 QUAKER RIDGE RD

Location 825 QUAKER RIDGE RD

Mblu 0002/ / 0036/ /

Acct# 124

Owner TOWN OF CASCO

Assessment \$217,500

PID 257

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$156,500	\$61,000	\$217,500

Owner of Record

Owner TOWN OF CASCO
Co-Owner
Address 635 MEADOW RD
CASCO, ME 04015

Sale Price \$0
Certificate
Book & Page XXX/XXXX
Sale Date 04/01/2024
Instrument 1L

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TOWN OF CASCO	\$0		XXX/XXXX	1L	04/01/2024
WATKINS, CHESTER D	\$0		26913/0325		05/22/2009
HARRELL, DEBORAH ET AL	\$0		0/0	1N	

Building Information

Building 1 : Section 1

Year Built: 1948
Living Area: 1,200
Replacement Cost: \$235,165
Building Percent Good: 65
Replacement Cost
Less Depreciation: \$152,900

Building Attributes	
Field	Description
Style:	Cape Cod
Model	Residential
Grade:	Average
Stories:	1.25
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp

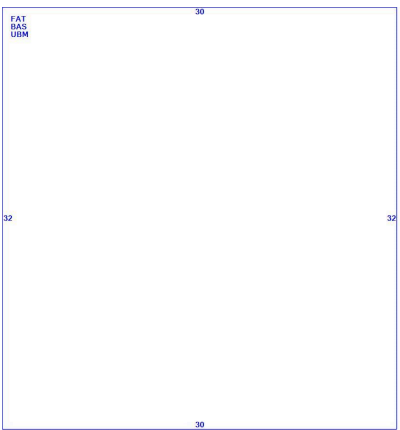
Building Photo



(https://images.vgsi.com/photos/CascoMEPhotos/0008/IP1060572_8159..)

Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	2 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	4
Bath Style:	Average
Kitchen Style:	Average
MHP	
BSM Gar	
FBM Area	

Building Layout



(ParcelSketch.ashx?pid=257&bid=257)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	960	960
FAT	Attic, Finished	960	240
UBM	Basement, Unfinished	960	0
		2,880	1,200

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL1	FIREPLACE 1 ST	1.00 UNITS	\$3,600	1

Land

Land Use		Land Line Valuation	
Use Code	903R	Size (Acres)	6
Description	TOWN-PROP MDL-01	Frontage	
Zone		Depth	
Neighborhood	50	Assessed Value	\$61,000
Alt Land Appr	No		
Category			

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$80,400	\$37,900	\$118,300
2022	\$80,400	\$37,900	\$118,300
2021	\$80,400	\$37,900	\$118,300



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

Penny Bean, Clerk
Town of Casco
635 Meadow Road
Casco, ME 04015

Subject: Crooked River Bridge Rehabilitation
Project No: 026228.00
Town of Casco and Naples

Hello:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that *"the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers"*. In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3410.

Sincerely,

George M.A. Macdougall
Contracts & Specifications Engineer
Bureau of Project Development

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project: 026228.00

Location: Roosevelt Trail/ US Route 302

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Casco** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to haul non-divisible overlimit loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF CASCO
By the Municipal Officials

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Casco and Naples** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the town of Casco and Naples, Cumberland County on Roosevelt Trail over Crooked River.
- (b) (Roosevelt Trail) over Crooked River station 1206+94.00 to station 1210+40.00 of the construction plus approaches.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the **Town of Casco** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit *"for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation"*. According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

December 10, 2004
 Supersedes February 7, 1996

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

December 10, 2004
 Supercedes February 7, 1996

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

December 10, 2004
 Supercedes February 7, 1996

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).
 PL 1993, Ch. 683, §B5 (AFF).
 PL 1997, Ch. 144, §1,2 (AMD).
 PL 1999, Ch. 117, §2 (AMD).
 PL 1999, Ch. 125, §1 (AMD).
 PL 1999, Ch. 580, §13 (AMD).
 PL 2001, Ch. 671, §30 (AMD).
 PL 2003, Ch. 166, §13 (AMD).
 PL 2003, Ch. 452, §Q73,74 (AMD).
 PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207-_____; fax: 207-_____

**APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN
EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS**

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____
for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over
ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT
project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit
will automatically expire at the physical completion of the above construction project. The original permit will be
held on file at the municipality.

Signed:

Municipal Official

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207-_____; fax: 207-_____

**APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN
EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS**

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STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit
will automatically expire at the physical completion of the above construction project. The original permit will be
held on file at the municipality.

Signed:

Municipal Official

BOND # _____

Date:

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
 _____ and the Municipality of _____, as
 principal, and _____
 _____, a corporation duly organized under the laws of the State of _____ and having a
 usual place of business _____,
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$))
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the Contract to construct Project Number _____ in the Municipality of _____ promptly and faithfully performs the Contract, without damage to the municipal ways, other than normal wear and tear; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way beyond normal wear and tear, in the construction of the above project through the use of legal weight, legal dimension trucks or equipment; or overweight or over-dimension equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond may be used to guarantee that the contractor either repairs or pays for the damage caused by the use of its equipment or trucks. The degree of damage beyond normal wear and tear will be determined by municipal officials with the assistance of the Maine Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.... .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm)
 _____ **and the Municipality of** _____, as
 principal, and _____
 _____, a corporation duly organized under the laws of the State of _____ and having a
 usual place of business _____,
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ **and 00/100 Dollars (\$)**
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
 the Contract to construct Project Number _____ in the Municipality of
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 without damage to the municipal ways, other than normal wear and tear; then this
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
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 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
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 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____



MICHAEL J. QUINLAN
 RICHARD N. BRYANT
 ROY T. PIERCE
 BRENDAN P. RIELLY
 NICHOLAS J. MORRILL
 MARK A. BOWER
 CHARLES M. KATZ-LEAVY
 ALYSSA C. TIBBETTS
 JEFFREY B. HERBERT
 ERICA M. JOHANSON

TUDOR N. GOLDSMITH
 REBECCA D. SHILAND
 KEVIN J. CROSMAN
 ANNA P. CLARK
 BENJAMIN T. MCCALL
 ALFRED J.F. MORROW
 SHARRA L. INGLIS
 PAIGE E. EGGLESTON
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 KENNETH M. COLE III
 PATRICIA M. DUNN
 DAVID J. JONES
 LESLIE E. LOWRY III
 RICHARD H. SPENCER, JR.

April 4, 2025

VIA EMAIL & FIRST CLASS MAIL

Town of Casco
 Attn: Selectboard
 635 Meadow Road
 Casco, ME 04015

**Re: Departure of Benjamin T. McCall from Jensen Baird and
 Closure of the Government Services Practice Group**

Greetings:

We write jointly to announce the departure of Benjamin T. McCall from Jensen Baird, effective May 5, 2025, as well as the corresponding end of our firm's provision of municipal law services. After that date, Ben will be joining the Portland law firm of Drummond Woodsum, and Jensen Baird will no longer provide legal services in general municipal law. We will, however, continue to provide services in litigation and real estate law, as well as other practice areas of interest to municipalities, including estate planning, bankruptcy, and corporate law. We would welcome the opportunity to continue to service those particular needs following Ben's departure.

For over 50 years, Jensen Baird has prided itself on providing the highest level of service to municipalities, counties, and other quasi-municipal entities across Maine. We have cultivated many close and enduring relationships with our clients during that time, and several municipalities are among our firm's longest-standing clients. Our decision to stop providing municipal law services is the result of recent attorney departures, for retirement and otherwise, that now put us in the position of lacking the professional resources necessary to serve our clients in that practice area.

Given these developments, it is your decision as the client to either transition your municipal representation to Drummond Woodsum with Ben or seek municipal representation from another firm or attorney. Therefore, we need to receive your instructions regarding the disposition of the paper and electronic files currently maintained at Jensen Baird with regard to your legal affairs, in order to facilitate the smooth transition of these pending matters to Ben's new firm, or directly to you as you seek alternative counsel.

April 4, 2025

Page 2

Please indicate your selection below and sign your name in the provided space. You may return the signed letter to us by mail or e-mail. If you have any questions after you have had an opportunity to consider this matter, please contact me or Ben directly.

Thank you for your prompt attention to this matter, and we look forward to hearing from you as soon as possible.

Sincerely,



Roy T. Pierce
President, Jensen Baird Gardner & Henry



Benjamin T. McCall

CLIENT RESPONSE:

- ☐ Transfer client file(s) to Drummond Woodsum
- ☐ Transfer client file(s) to client

Client Signature

Date

Print Name

Other instructions:

**WARRANT AND NOTICE OF ELECTION CALLING
MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 61
BUDGET VALIDATION REFERENDUM
(20-A M.R.S § 1486)**

TO: Angela Stover, a resident of Maine School Administrative District No. 61 (the “District”) composed of the Towns of Bridgton, Casco and Naples, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the District, namely the Towns of Bridgton, Casco and Naples, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF CASCO
DISTRICT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Cumberland County, ss.

State of Maine

TO: Julie Koceika, Resident of Casco: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF CASCO: You are hereby notified that a District budget validation referendum election will be held at the Crooked River Elementary School, 1437 Poland Spring Road, in the Town of Casco on Tuesday, May 20, 2025, for the purpose of determining the following articles:

Article 1A: To elect a moderator to preside at said meeting.

Article 1: Do you favor approving the Maine School Administrative District No. 61 budget for the upcoming school year that was adopted at the latest District budget meeting?

Article 2: Do you wish to continue the budget validation referendum process in Maine School Administrative District No. 61 for an additional three years?

INFORMATIONAL NOTE ON ARTICLE 2:

A “YES” vote will require Maine School Administrative District No. 61 to continue to conduct a Referendum to validate its annual school budget for the next three years.

The voting on the forgoing except Article 1A shall be by secret ballot referendum. The polls must be opened immediately after election of the moderator at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, April 7, 2025, at Naples, Maine

Philip Shanon
Paul Yancey
Mr. [Signature]
Sharon [Signature]
Debra C. Hill
Kathleen [Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

A majority of the School Board of Maine School Administrative District No. 61

A true copy of the Warrant and Notice of Election, attest:

[Signature]
 Angela Stover, Resident of Maine School
 Administrative District No. 61

Countersigned this _____ day of _____, 2025 at Casco, Maine

A majority of the municipal officers of Casco, Maine

A true copy of the Warrant and Notice of Election attest:

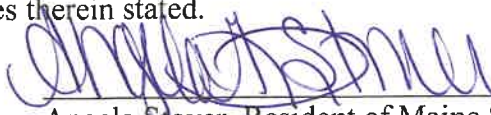
Penny Bean, Municipal Clerk - Casco, Maine

RETURN

Cumberland County, ss.
State of Maine

TO: The School Board of Maine School Administrative District No. 61
April 8th, 2025

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the Municipal Clerk of Casco, an attested copy of this warrant and notice of election, directing the municipal officers of said municipality to call a Maine School Administrative District No. 61 budget validation referendum at said time and place for the purposes therein stated.



Angela Glover, Resident of Maine School
Administrative District No. 61

RETURN

Cumberland County, ss.

State of Maine

TO: To the municipal officers of the Town of Casco

I certify that I have notified the voters of the Town of Casco of the time and the place of the Maine School Administrative District No. 61 budget validation referendum by posting an attested copy of the within warrant and notice of election as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION OF POSTING</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

being public and conspicuous places in said municipality and being at least seven days next prior to election day.

Dated at Casco, Maine: _____, 2025.

Julie Koceika, Resident - Casco, Maine