

Town of Casco

Selectboard Regular Meeting Agenda

February 18, 2025 at 6:30 PM

Casco Community Center

Executive Session

1. Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel starting at 5:45PM.

Regular Meeting

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

Old Business

- **7.** The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.
- 8. The Selectboard will discuss a proposed Senior Tax Credit Ordinance.

New Business

- **9.** The Selectboard will discuss with the Comprehensive Plan Implementation Committee water quality in Casco.
- 10. The Selectboard will consider a 3-year Assessing contract with Cumberland County Regional Assessing.
- 11. The Selectboard will consider a Recycler License Zoning Renewal for Colonial Auto
- 12. The Selectboard will consider applicants for the Finance Committee
- **13.** The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.
- **14.** 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, YYYT at HH:MM PM Meeting Name

February 19, 2025 @6:00 PM Open Space Commission

February 24, 2025 @ 6:30 PM Regular Planning Board Meeting February 25, 2025 @ 6:30 PM Special Town Meeting March 4,2025 @ 6:00 PM Regular Selectboard Meeting March 6, 2025 @ 6:00 pm Safe Street Committee March 10, 2025 @ 6:30 PM Planning Board Workshop



Town of Casco

Selectboard Regular Meeting Minutes

February 04, 2025 at 6:00 PM Casco Community Center

Regular Meeting

Selectboard Members Present: Avery, Connolly, Fernandes, MacDonald, Plummer

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Plummer, Seconded by MacDonald.

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 Avery, Seconded by Fernandes.

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

3. Approval of Minutes: January 21, 2025

The Selectboard moved and seconded to accept the minutes from the January 21, 2025 meeting as presented.

Motion made by MacDonald, Seconded by Plummer.

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

4. Public Participation for non-Agenda items

No Public Participation.

- 5. Manager's Update
 - A. At the staff level, the budget process is moving forward. All Department Heads have provided their recommendations, and I am currently developing recommendations.
 - B. Just a reminder, the Tri-Town Animal Control Officer will be unavailable to respond to calls for service beginning February 4 and will be unavailable for 3 to 4 weeks. Under MOU, emergency call responses will be handled by Gray's ACO.

Old Business

6. The Selectboard will discuss the status of Casco, Naples, Raymond, Sebago and GPCOGs collaboration for high speed internet with Sebago Fiber.

Discussion only. No action was taken.

7. The Selectboard will discuss the status of outstanding projects.

Discussion only. No action was taken.

8. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

Discussion only. No action was taken.

9. The Selectboard will consider modifications to the Board, Committee, Commission & Council appointment policy

The Selectboard moved and seconded to approve modifications to the Board, Committee, Commission & Council appointment policy as presented.

Motion made by Avery, Seconded by MacDonald.

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

New Business

10. The Selectboard will consider a Special Town Meeting on February 25th at 6:30 PM.

The Selectboard will moved and seconded to approve the Special Town Meeting warrant for February 25th at 6:30 PM to be held at the Casco Community Center.

Motion made by Avery, Seconded by Fernandes.

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

11. The Selectboard will consider Special Town Meeting warrant scheduled for February 25, 2025.

The Selectboard moved and approved the Special Town Meeting warrant as presented.

Motion made by Avery, Seconded by Fernandes.

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

12. The Selectboard will consider a grant from Loon Echo towards Open Space Commission.

The Selectboard moved and seconded to approve to accept the subgrant from Loon Echo Land Trust towards developing an open space plan.

Motion made by MacDonald, Seconded by Fernandes.

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

13. The Selectboard will discuss the sign garage.

Discussion only. No action was taken.

14. The Selectboard will consider an Request for Proposal (RFP) related to sale of foreclosed properties.

The Selectboard moved and seconded issuing a Request for Proposal (RFP) for real estate service related to the future sale of foreclosed properties.

Motion made by Connolly, Seconded by Plummer. Voting Yea: Avery, Connolly, MacDonald, Fernandes, Plummer

- 15. The Selectboard will discuss the budgetary responsibilities of the Finance Committee. Discussion only. No action was taken.
- 16. Selectboard Comments

Grant Plummer- requested an update on a response to Mr. Gerry.

Bob MacDonald- asked if parking area could be cleared for ice derby. Comprehensive Plan Committee would like to be on a future agenda.

Mary Fernandes- Commented about Stone Road Culvert.

Executive Session

17. Executive Session pursuant to 1 M.R.S.A.405(6)(D) Discussion of Labor Contracts or Proposals.

The Selectboard moved and seconded to enter Executive Session pursuant to 1 M.R.S.A.405(6)(D) Discussion of Labor Contracts or Proposals at 7:59pm.

Motion made by Avery, Seconded by Plummer.

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

18. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 02/04/2025A

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 02/04/2025A at 7:59pm.

Motion made by Avery, Seconded by Plummer.

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

19. Adjournment

The Selectboard moved and seconded to exit Executive Session at

Motion made by MacDonald, Seconded by Fernandes.

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

The Selectboard moved and seconded to adjourn at

Motion made by MacDonald, Seconded by Fernandes.

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

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Future meeting dates (subject to change)

Month DD, YYYT at HH:MM PM Meeting Name

February 6th @ 6:00 PM Safe Streets Committee

February 13th @ 6:00 PM Casco Naples Transfer Station Council (Naples Town Office)

February 18th @ 6:00 PM Selectboard Regular Meeting

February 19th @ 6:00 PM Open Space Commission

February 24th @ 6:30 PM Regular Planning Board Meeting

February 25th @ 6:30 PM Special Town Meeting

February 27th @ 6:00 PM Comp Plan Implementation Committee

Item 6.#



Manager's Memorandum February 18, 2025, Selectboard Meeting

To: Selectboard

From: Tony Ward, Town Manager

Date: 02-13-2025

Re: Selectboard meeting 02-18-2025

Below are notes for agenda items for the February 18, 2025, meeting

5. Managers' Update

- A. Our Communication Coordinator continues producing daily information on our web page and Facebook account. She is producing a monthly newsletter for our residents.' If the Selectboard, or any other committee, would like focused articles in the newsletter, please let me know and we will try to facilitate these articles.
- B. Recent snowstorms continue being a challenge for the Town. These challenges range from ensuring the plowing of roadways occurs in a timely manner; ensuring we sufficiently move excess snow; determining whether facilities are open to the public or closed. All staff are working diligently to ensure that public needs are being met while trying to ensure safety. From an informational purpose, when the Town Office is closed for a storm the vast majority of the employees are working remotely completing necessary workloads.
- C. Jason Rogers, Naples Town Manager, is still working with BTek on the installation of the RFID system at the Bulky Waste facility. The goal is for installation completion by the end of March. As more precise times are identified, it will be shared with the Board and residents.
- D. Starting next week, Tony Plante and I will conduct biweekly meetings and discuss the progress towards the Capital Improvement/Strategic Planning survey. These updates, if they are substantial, will typically be shared in the manager's memorandum.
- E. On February 19th, Cumberland County is meeting with area managers and sharing the results of their homeless study. Once received, this information shall be distributed to the Selectboard.
- F. Gorrill and Palmer released the FY26 Edwards Project. Gorrill Palmer sent this RFP to 45 contractors, and we additionally posted the RFP on our web site. The

TOWN OF CASCO

pre-bid meeting is occurring on February 18th with bids due by Thursday March 6th. The abridged version of the RFP and specs are in the Selectboard packet.

Old Business

6. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

A representative(s) of the Library Trustees and I are meeting with both organizations' legal counsel prior to the Selectboard meeting with a goal of finalizing the contract zoning agreement. I hope to provide further details after the meeting.

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

The previously defined subcommittee (Bob MacDonald, Scott Avery, and I) tasked with developing the structure of the future proposed Senior Tax Credit Ordinance meet and finalized the structural details of designing the ordinance. The proposed structure of the ordinance would be:

- Residents must have applied for and received the State of Maine Resident Fairness Credit Program
- Must be 70 years of age or older
- Must have received the 10 continuous years of homestead exemptions and current homestead on the credited property
- The tax credit amount would be \$250, or the budgeted amount divided by qualified applicants
- Initial funding amount in operating budget would be \$25,000 for FY26

If these parameters are accepted by the Selectboard, I will move forward finalizing a proposed ordinance for your future review.

New Business

8. The Selectboard will discuss with the Comprehensive Plan Implementation Committee water quality in Casco.

Selectboard member Bob MacDonald requested on behalf of the Comprehensive Plan Implementation Committee an agenda item related to discussing water quality in Casco, methods of measuring quality and potentially developing an ad hoc water quality committee.

Managers Memorandum Page 2

9. The Selectboard will consider a 3-year Assessing contract with Cumberland County Regional Assessing.

Included in your packet is a proposed three-year contract with Cumberland County Regional Assessing. The primary difference in this contract is the contracted services increasing by \$8,943.74 or 13% and the addition of escrow funds required when a community is doing a revaluation. The revaluation portion is listed under article 4, section 3.

While this increase is significant, staff and I believe the Town benefits substantially outweigh the increased costs.

10. The Selectboard will consider a Recycler License Zoning Renewal for Colonial Auto.

Included in your packet is a request for a Recycler License Zoning Renewal application to the State of Maine by Colonial Auto. This renewal requires the Town's authorization. This is an annual renewal, and we see no reason not to support the renewal.

11. The Selectboard will consider applicants for the Finance Committee.

The Finance Committee is currently at 6 members and needs a 7th member per your recent update to the Board, Commission, Committee, and Council policy. We posted this vacancy and received notification from two (2) residents that they were interested in participating in the finance committee. The two interested residents are Charles White (40 Lakewood Road) and Timothy Walsh (30 Johnson Hill Road).

12. The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.

As determined by GPCOG, the Town is creating an Ad Hoc Committee to assist the Greater Portland Council of Governments in developing a survey in determining the Town's needs related to capital improvement and strategic planning for these capital projects. The Selectboard discussed have the committee being 7 residents. To date we have received interest from 5 residents that are not currently involved with any Casco committees. The five interested individuals are:

- Rachel Millette (11Grant Lane)
- Todd Crawford (5 Jonathans Way)
- Robert Guy (409 Poland Spring Road)
- Joseph Armenti (10 Coffee Pond)
- David Plante (85 Mitchell Road)

If desired, I can provide the Selectboard with copies of their e-mails to learn about their experiences.

Managers Memorandum Page 3

ADVERTISEMENT NOTICE TO CONTRACTORS TOWN OF CASCO, MAINE PROJECT: EDWARDS ROAD CULVERT REPLACEMENT (WIN 28820.05)

Proposals must be received no later than **2:00 PM, Thursday, March 6, 2025**, at which time they will be publicly opened on a Microsoft Teams teleconference. Proposals will be accepted electronically <u>only</u> with the name of the Bidder and Project Name in the subject of the email. Please provide proposals as attachments or links via email to Wiley Hollen (<u>whollen@gorrillpalmer.com</u>).

PROJECT NAME:

Edwards Road Culvert Replacement (Work Identification Number [WIN] 28820.05)

LOCATION:

Edwards Road adjacent to Davis Brook Road

OUTLINE OF WORK:

The project includes the following:

- Remove and dispose of existing twin HDPE culverts (48" and 24" in diameter) conveying Edwards Brook under Edwards Road.
- Install new 12' (span) x 9' (rise) x 51' (length) concrete box culvert.
 - The Town has already purchased the specified concrete box culvert;
 Contractor responsible for unloading the culvert at the project site and installation.
- Re-grade embankments and install new gabion walls at each end of the culvert.
- Remove and replace approximately 360 linear feet of guardrail.
- Roadway restoration associated with culvert replacement.

This work is subject to a United States Army Corps of Engineers Self-Verification Notification (SVN) Permit. The in-stream work must be completed between July 15 and September 30, 2025. See Appendix A for information related to the SVN permit.

This work is also subject to State of Maine grant funding from the MaineDOT's Municipal Stream Crossing Program. The Grant Agreement is included in the bid documents in Appendix B.

The basis of award shall be the responsive bidder whose bid, complying with conditions and requirements provided in this notice and bid form, is the lowest total bid as identified on the Basis of Award form.

Bid is subject to Town Meeting approval in June 2025. If approved, funds will be appropriated for a project start date of July 1, 2025.

The Town reserves the right to reject any or all bids, to waive any technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

The specifications, proposal forms, and proposal books may be obtained at 300 Southborough Drive, Suite 200, South Portland, ME 04106, Phone (207) 772-2515, or e-mail whollen@gorrillpalmer.com. Bid Documents will be available by email at no cost or physical copies may be purchased for \$25. Each prospective bidder is required to register, either by requesting electronic bid documents or by purchasing a hard copy of the bid documents. Registration is necessary so the Town can send out addenda, if required. Bids from vendors not registered with the Purchasing Office may be rejected.

PRE-BID CONFERENCE: A mandatory pre-bid meeting will be held at 2:00 PM on Tuesday, February 18, 2025, at a Microsoft Teams teleconference event. To receive a Teams link for the pre-bid meeting, all bidders must register with Gorrill Palmer (email Wiley Hollen at whollen@gorrillpalmer.com).

TOWN OF CASCO, MAINE

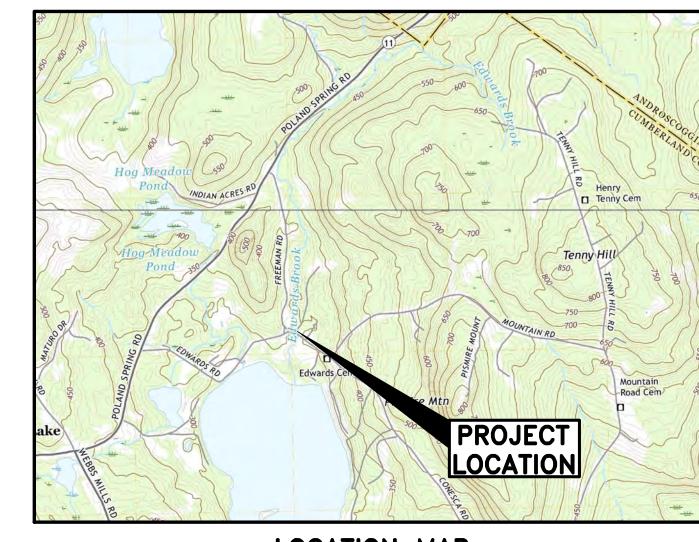
Owner & Applicant

CASCO MUNICIPAL OFFICE

635 MEADOW ROAD
CASCO, ME 04015
CONTACT: TONY WARD, TOWN MANAGER

EDWARDS ROAD CULVERT REPLACEMENT (WIN 28820.05) CASCO, MAINE

FEBRUARY 2025



LOCATION MAP

NTS

LEGEND

DESCRIPTION BUILDING RIGHT OF WAY - - PROPERTY LINE • • • • • • • • WETLAND BOUNDARY EDGE OF PAVEMENT GRADING CONTOUR LINE — — —100— — — — SPOT ELEVATION <u> 100.31</u> $\sim\sim\sim\sim$ TREELINE UTILITY POLE OVERHEAD ELECTRIC/TELEPHONE/CABLE CULVERT TEST PIT IRON ROD (SET) IRON ROD (FOUND) MONUMENT RIPRAP SILT FENCE - PERIMETER STONE SEDIMENT BARRIER CENTER LINE FENCE

NOTES

GENERAL NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS
- MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON—SITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
- 4. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
- 5. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (MARCH 2020) AND THE SPECIFICATIONS ATTACHED TO THE PROJECT DOCUMENTS.
- 6. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, LIGHTS, WARNING SIGNS AND OTHER DEVICES TO SAFEGUARD TRAFFIC PROPERLY WHILE WORK IS IN PROGRESS FOR THE DURATION OF THE PROJECT.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SET OF PAPER &/OR AUTOCAD DWG DRAWINGS, WHICH SHALL RECORD THE "AS—BUILT" LOCATIONS, DIMENSIONS, ELEVATIONS, AND MATERIALS USED DURING CONSTRUCTION WORK. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER COPIES OF ALL CHANGES AND ADDITIONS MADE DURING CONSTRUCTION WITH A COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, IN DWG OR PAPER FORMAT. FINAL PAYMENT WILL NOT BE MADE UNTIL THE ENGINEER RECEIVES COPIES OF THE REQUIRED INFORMATION.

LAYOUT NOTES

- 1. PROPERTY LINE R.O.W. MONUMENTS, SURVEY REFERENCE POINTS AND TEMPORARY BENCH MARKS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE LICENSED PROFESSIONAL LAND SURVEYOR.
- 2. EXISTING CONDITIONS BASED ON SURVEY COMPLETED BY OWEN HASKELL INC OF FALMOUTH, MAINE, DATED JANUARY 2024.
- 3. TEMPORARY SURVEY BENCHMARK LOCATIONS:
- WESTERN CORNER OF EDWARDS ROAD AND DAVIS BROOK ROAD INTERSECTION, NAIL SET IN UP #1, ELEVATION = 301.35
- STA. 1+61, 16.41' LT, NAIL SET IN UP #2, ELEVATION = 300.52
- 4. WETLAND AND STREAM DELINEATION IS BASED ON SITE INVESTIGATIONS BY FLYCATCHER, LLC OF YARMOUTH MAINE, DATED DECEMBER 2023.

PERMITTING NOTES

THIS PROJECT IS EXEMPT FROM THE NRPA PERMIT—BY—RULE FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE PROJECT IS SUBJECT TO AN ARMY CORPS SELF VERIFICATION FORM FOR THE STATE OF MAINE. A COPY OF THE PERMIT IS INCLUDED IN THE CONTRACT DOCUMENTS. THE CONSTRUCTION WILL BE GOVERNED BY THE TOWN OF CASCO ZONING ORDINANCE WHICH IS AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.

CONSTRUCTION NOTES

- 1. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY THE OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
- 2. THE CONTRACTOR SHALL ANTICIPATE THAT STREAM FLOWS AND GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AND MAINTAIN STREAM FLOW DURING CONSTRUCTION AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING AND MAINTAINING STREAM FLOW.
- 3. ALL WORK IN-STREAM SHALL BE COMPLETED BETWEEN JULY 15 AND SEPTEMBER 30,
- 4. EXISTING UNDERGROUND UTILITY CONDUIT TO BE ABANDONED BY OTHERS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH CONSOLIDATED COMMUNICATIONS PRIOR TO THE START OF CONSTRUCTION WORK TO COORDINATE CUTTING AND REMOVAL OF THE ABANDONED UNDERGROUND UTILITY CONDUIT.

EROSION CONTROL NOTES

- 1. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
- 2. PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES.
- 3. ALL GROUND AREAS GRADED FOR CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE. PERMANENT SEED MIXTURE SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL PLANS AND NOTES.
- 4. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS STATED IN THE EROSION
- 5. SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
- 6. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
- 7. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDED, UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE OWNER.
- 8. SEE SHEET 5 FOR FULL EROSION CONTROL NOTES.

<u>INDEX</u>

- 1 COVER SHEET, GENERAL NOTES & LEGEND
- EXISTING CONDITIONS
- 3 LAYOUT, GRADING & EROSION CONTROL PLAN
- 4 CULVERT SECTIONS
- 5 DETAILS

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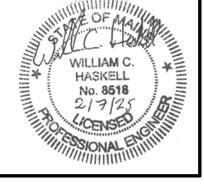
* ALL WORK COMPLETED UNDER THIS CONTRACT SHALL BE GOVERNED BY AND BE IN CONFORMITY WITH THE MAINEDOT STANDARD SPECIFICATIONS (REVISION OF MARCH 2020), THE TOWN OF CASCO CODES AND ORDINANCES, AND THE STANDARD DETAILS (REVISION OF MARCH 2020 EXCEPT AS MODIFIED BY THE PLANS OR SPECIFICATION SPECIAL PROVISIONS AND ANY AND ALL CORRECTIONS, REVISIONS OR ADDITIONS ISSUED BY MAINEDOT.

Gorrill Palmer.

NOTE:

- * MAINTENANCE OF TRAFFIC PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD 2009 EDITION).
- * CONTRACTOR SHALL USE THE B.M.P. (BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL) AS A MINIMUM STANDARD.

CALL BEFORE YOU DIG 1-888-DIG-SAFE



Rev. Date Revision

GUARD RAIL

	2/7/2025	WCH
Issued For	Date	Ву

	Design: HWH	Draft:	GJH	Date: FEB 2025
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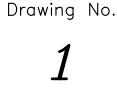
at the user's sole risk and without liability to



Relationships. Responsiveness. Results. www.gorrillpalmer.com 207.772.2515 300 Southborough Drive - Suite 200 South Portland, ME 04106

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Town of Casco 635 Meadow Road, Casco, ME 04015



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at the user's sole risk and without liability to

Gorrill Palmer.

Date

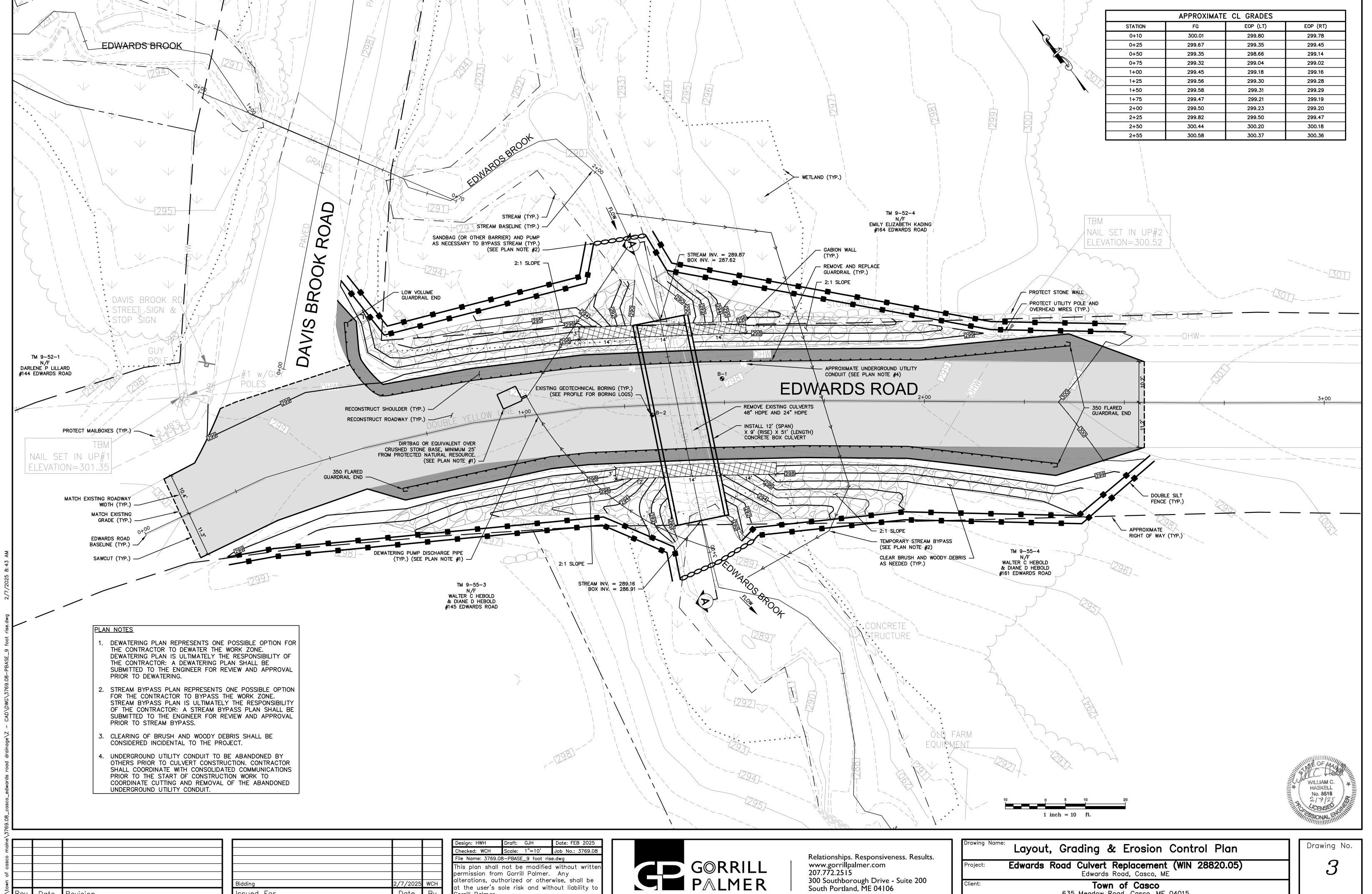
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300 Southborough Drive - Suite 200 South Portland, ME 04106

Town of Casco

635 Meadow Road, Casco, ME 04015



300 Southborough Drive - Suite 200 South Portland, ME 04106

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Date

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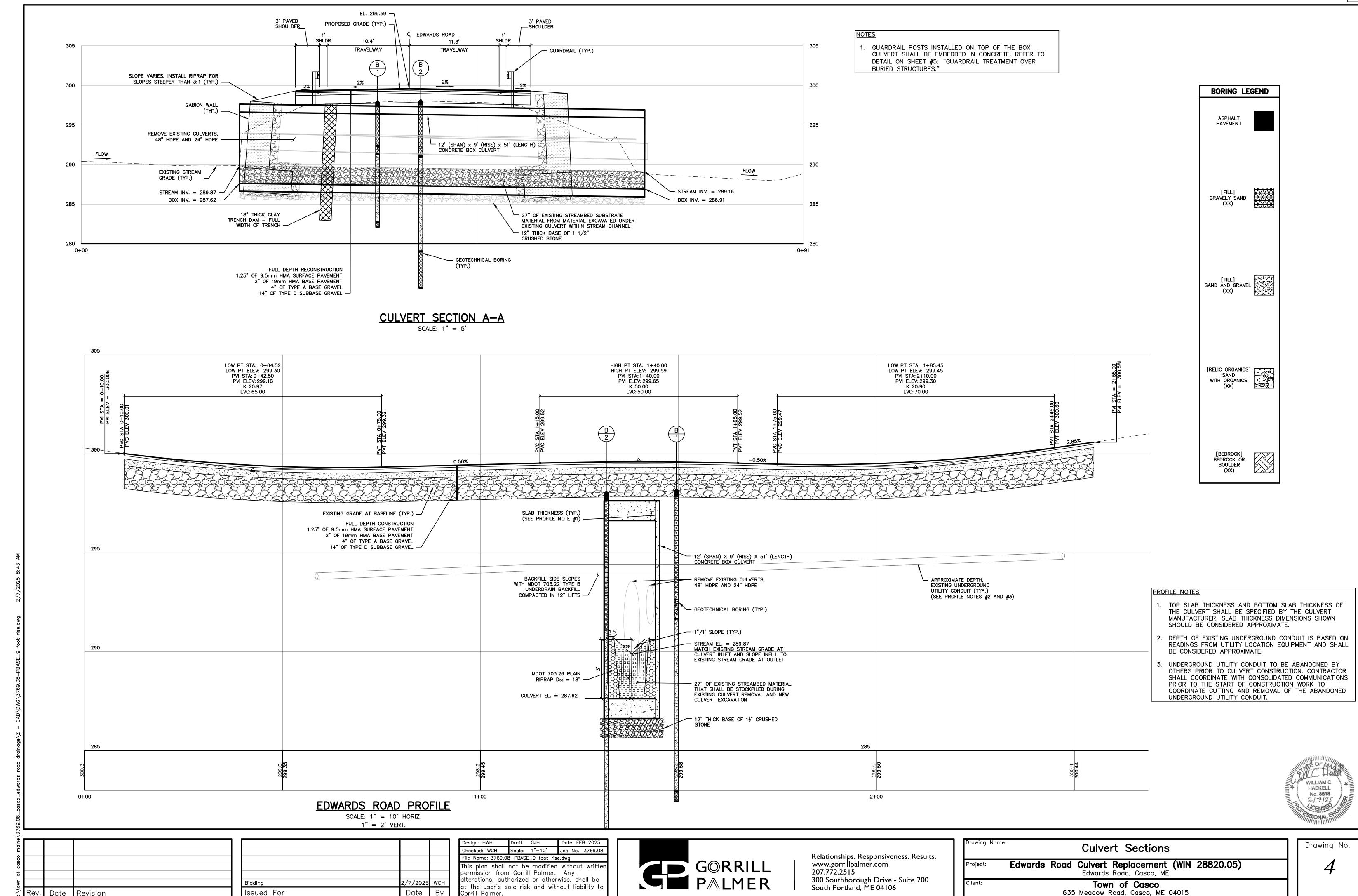
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635 Meadow Road, Casco, ME 04015

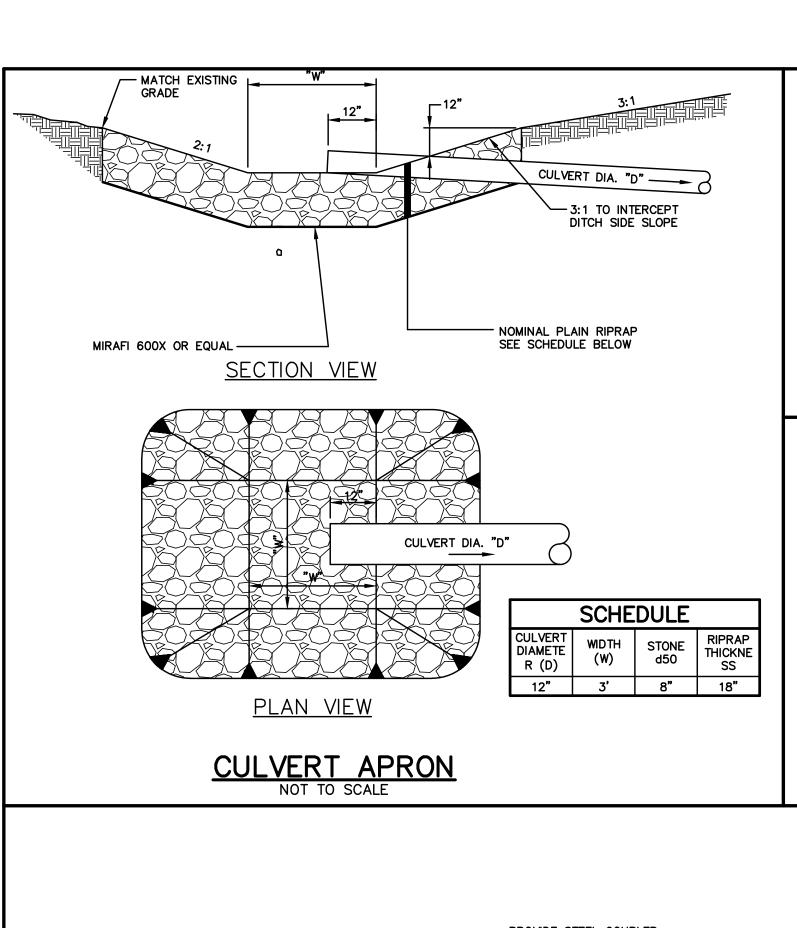


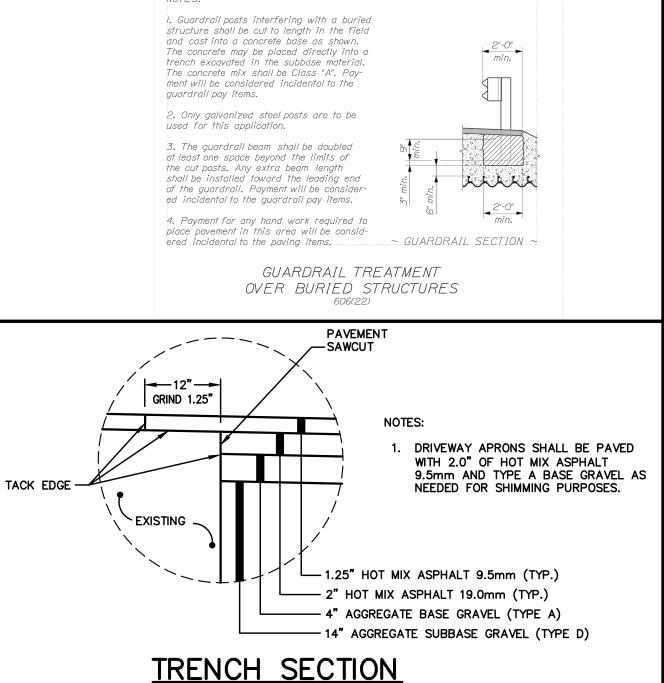
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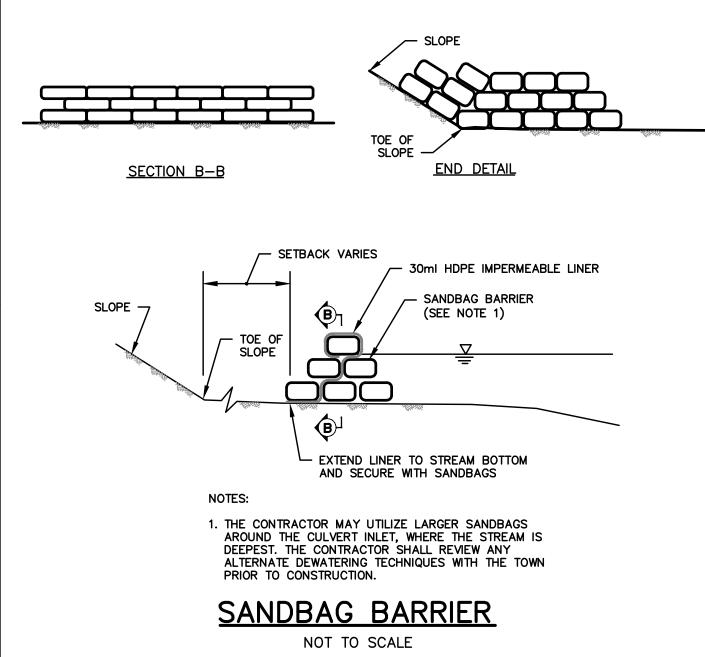
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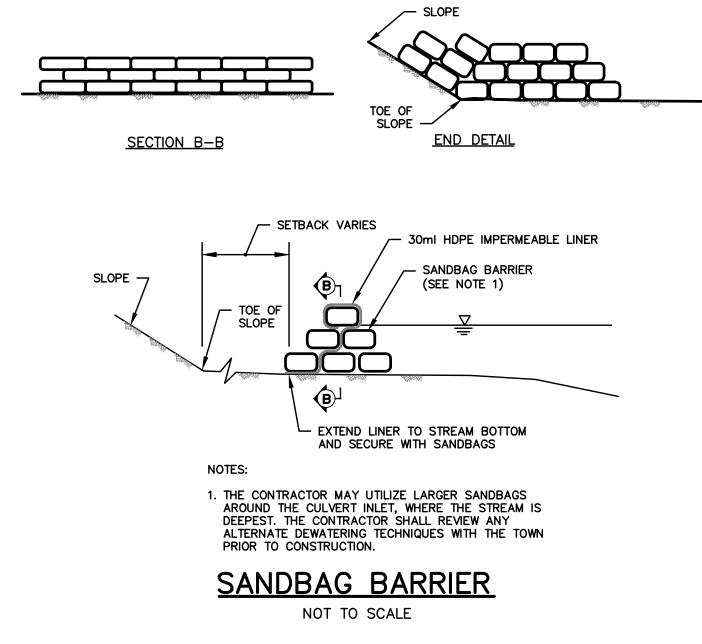
Gorrill Palmer.



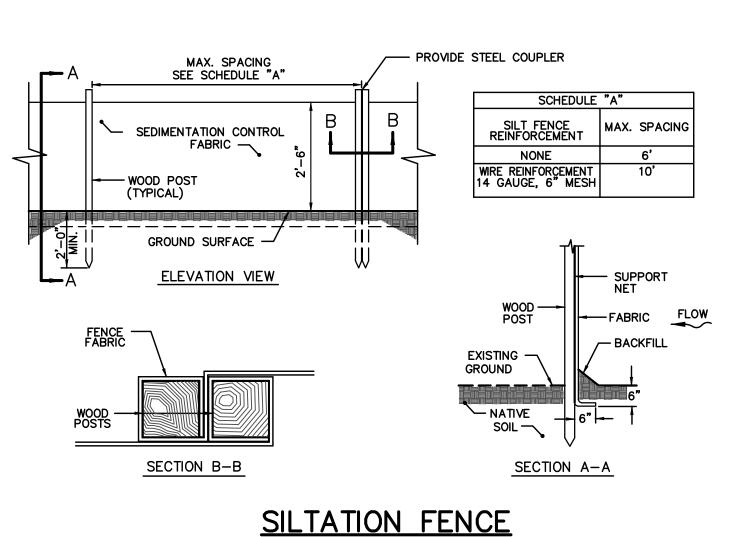


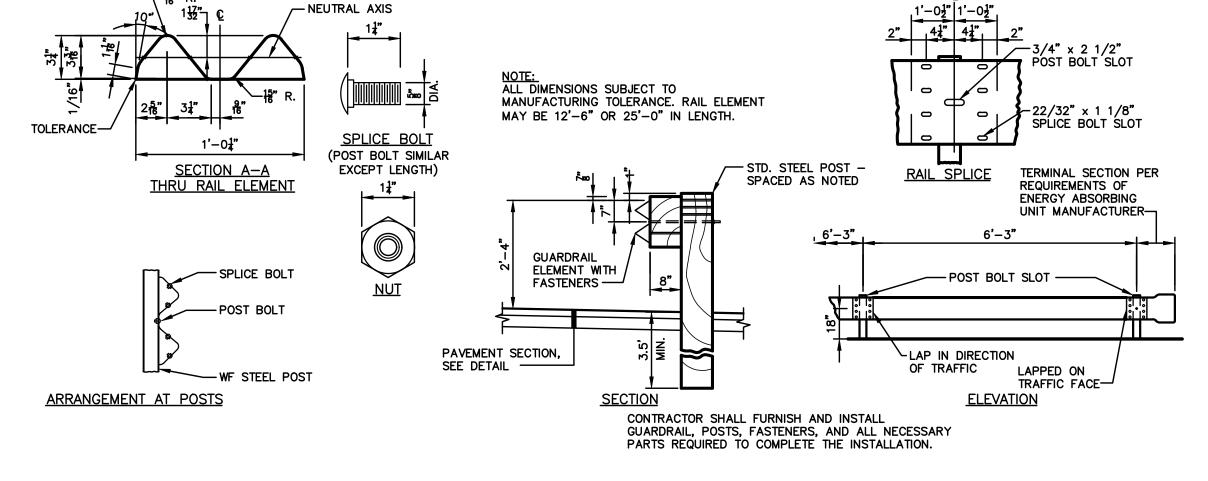
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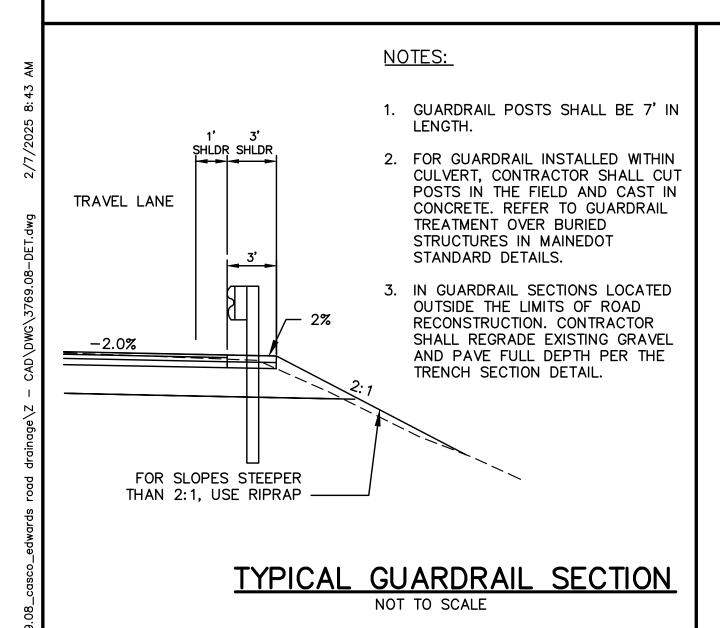


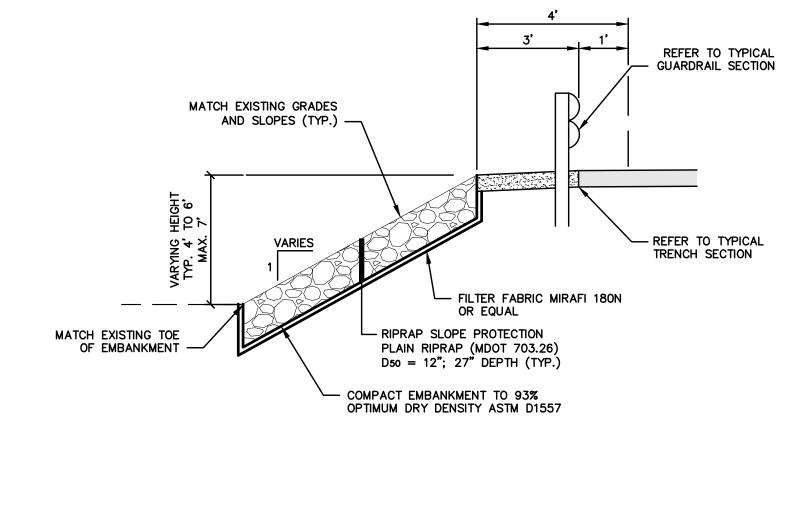
POST BOLT SLOT





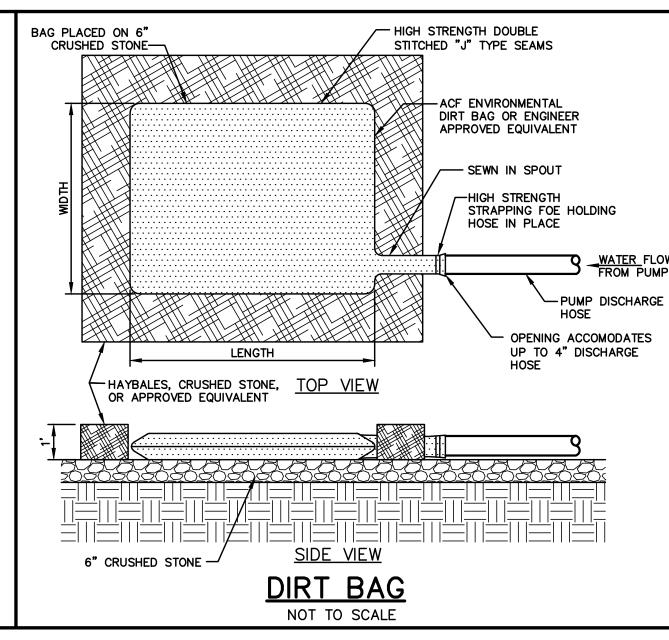
STANDARD GUARDRAIL DETAIL





TYPICAL RIPRAP SLOPE

NOT TO SCALE



GENERAL NOTES:

- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION ACTIVITIES, ESTABLISHING ON-SITE LINES OF AUTHORITY AND COMMUNICATION, MONITORING SCHEDULES AND PROGRESS, MONITORING QUALITY, MAINTAINING RECORDS AND REPORTS AND IN GENERAL ASSURING THE PROPER ADMINISTRATION OF THE WORK. DISRUPTIONS AND INCONVENIENCES TO THE PROPERTY ABUTTERS DURING CONSTRUCTION SHALL BE MINIMIZED, AND SHALL BE SUBJECT TO THE PRIOR APPROVAL OF THE TOWN OF CASCO. THE CONTRACTOR SHALL COOPERATE WITH THE TOWN TO THE GREATEST EXTENT POSSIBLE. THE CONTRACTOR'S COOPERATIVE EFFORTS SHALL INCLUDE, BUT SHALL NOT NECESSARILY BE LIMITED TO:
- A. STORING ON-SITE MATERIALS IN LOCATIONS ACCEPTABLE TO THE TOWN OF CASCO.
- B. CONTROLLING CONSTRUCTION PARKING AND TRAFFIC AND LIMITING IT TO AREAS ACCEPTABLE TO THE TOWN OF CASCO.
- C. ACCOMMODATING LOCAL RESIDENTS AND OTHER ON-GOING ACTIVITIES WITHIN AND ABOUT THE PROJECT. SUCH ACCOMMODATIONS SHALL INCLUDE, BUT SHALL NOT NECESSARILY BE LIMITED TO:
- PROVIDING ADEQUATE DIRT, DUST, FUME, VAPOR AND NOISE CONTROL.
- SCHEDULING WORK WITHIN THE EXISTING ROADWAY AT TIMES ACCEPTABLE TO THE TOWN AND LEAST DISRUPTIVE TO ABUTTING PROPERTIES.
- THE CONTRACTOR SHALL SCHEDULE AND COORDINATE THE WORK AS REQUIRED TO MAINTAIN THE SAFE AND FUNCTIONAL ACCESS TO EDWARDS ROAD DURING THE EXECUTION OF THE WORK. PRIOR TO PROCEEDING WITH THE WORK, THE CONTRACTOR SHALL MEET WITH THE TOWN, ACCURATELY ASSESS THE TOWN'S REQUIREMENTS RELATIVE TO THE USE OF THE PROJECT AREA, AND SCHEDULE THE WORK ACCORDINGLY.
- THE CONTRACTOR MUST CALL DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
- ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
- THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, LIGHTS, WARNING SIGNS AND OTHER DEVICES TO SAFEGUARD TRAFFIC PROPERLY WHILE WORK IS IN PROGRESS FOR THE DURATION OF THE PROJECT.
- ALL WORK COMPLETED UNDER THIS CONTRACT SHALL BE GOVERNED BY AND IN CONFORMITY WITH THE MAINE DOT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES (MARCH 2020 EDITION) AND STANDARD DETAILS (MARCH 2020) EXCEPT AS MODIFIED BY THE PLANS OR SPECIFICATIONS OR SPECIAL PROVISIONS.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.
- CONTRACTOR SHALL MONITOR UPSTREAM WATER LEVELS TO ASSURE THAT CONSTRUCTION METHODS DO NOT CAUSE PONDING.
- CONTRACTOR SHALL MAINTAIN PRE—CONSTRUCTION WATER LEVELS UPSTREAM AND DOWNSTREAM.
- 10. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
- 11. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER EROSION CONTROL BMPs.
- 12. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NECESSARY.
- 13. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER.
- 14. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDED, UNLESS OTHERWISE DIRECTED BY THE
- 15. ALL MATERIALS SCHEDULED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL DISPOSE OF ALL MATERIAL OFF SITE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
- 16. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM WITH APPLICABLE FEDERAL, STATE, AND TOWN OF CASCO CODES
- 17. COMPACTION REQUIREMENTS:

LOCATION MINIMUM COMPACTION* **BELOW PAVED AREAS** BELOW VEGETATED AREAS 90%

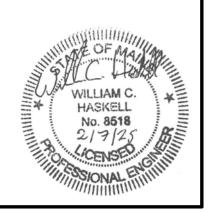
- 18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS PRIOR TO BIDDING.
- *ALL PERCENTAGES OF COMPACTION SHALL BE OF MAXIMUM DRY DENSITY AT THE OPTIMUM MOISTURE CONTENT AS DETERMINED AND CONTROLLED IN ACCORDANCE WITH ASTM D-1557

TEMPORARY EROSION CONTROL MEASURES

- SILTATION FENCE SHALL BE INSTALLED DOWNGRADIENT OF ANY DISTURBED AREAS TO TRAP RUNOFF- BORNE SEDIMENTS UNTIL GRASS AREAS ARE REVEGETATED. THE SILT FENCE SHALL BE INSTALLED PER THE DETAILS PROVIDED ON THIS PLAN AND INSPECTED BEFORE AND IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE LINE. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.
- EDWARDS ROAD SHALL BE SWEPT TO CONTROL MUD, DUST, AND THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS, AS NECESSARY.
- SILT FENCING WITH A MINIMUM STAKE SPACING OF 6 FEET SHALL BE USED, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT OF MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES, IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART. THE BOTTOM OF THE FENCE SHALL BE ANCHORED.
- WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 637 - DUST CONTROL.
- LOAM AND SEED IS INTENDED TO SERVE AS THE PRIMARY PERMANENT REVEGETATIVE MEASURE FOR ALL DENUDED AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP.

STANDARDS FOR TIMELY STABILIZATION OF CONSTRUCTION SITES

THE CONTRACTOR SHALL STABILIZE THE DISTURBED SLOPES WITH LOAM AND SEED AND EROSION CONTROL BLANKET (NORTH AMERICAN GREEN SC150 OR APPROVED EQUIVALENT,) INSTALLED AND ANCHORED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.



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u: \town	Rev.	Date	Revision

Didding	2 /7 /2025	WCH
Bidding Issued For	2/7/2025 Date	WCI
Issued For	Date	By

Design: HWH	Draft: GJH	Date: FEB 2025				
Checked: WCH	Scale: AS SHOWN	Job No.: 3769.08				
File Name: 3769.08	File Name: 3769.08—DET.dwg					
This plan shall permission from alterations, author at the user's so	ı Gorrill Palmer. norized or other	Any wise, shall be				



Relationships. Responsiveness. Results. www.gorrillpalmer.com 207.772.2515 300 Southborough Drive - Suite 200 South Portland, ME 04106

Drawing Name:	Details
Project:	Edwards Road Culvert Replacement (WIN 28820.05) Edwards Road, Casco, ME
Client:	Town of Casco 635 Meadow Road, Casco, ME 04015

Drawing No.

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

July 1, 2025 to June 30, 2028

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF CASCO

This Contract, effective July 1, 2025 is made by and between the Town of Casco, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Casco, Cumberland County, Maine.

WITNESSETH:

WHEREAS, the TOWN expects the maintenance of a high level of assessing services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional assessing services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

- A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.
- B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

- C. Town Office shall mean the central office location of the TOWN.
- D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

- 1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.
- 1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - 1. Develop and maintain the valuation models for the TOWN individually.
 - 2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
 - 3. Conduct a review and inventory all personal property in the TOWN. Process all personal property 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
 - 4. Review and qualify applications for the special land use programs.
 - 5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
 - 6. Review and qualify applications for all forms of exemptions.
 - 7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
 - 8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
 - 9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the

- general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades.
- 10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of Casco. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

- 3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.
- 3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

- 1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- 1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.
- 1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading

facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

2.1. The TOWN shall provide to the COUNTY access to the Casco Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

3. Revaluations

In recognition of revaluations taking place more routinely than in years past, TOWN shall assume costs of a third-party revaluation. Additionally, funds shall be budgeted to cover third-party review of appeals received by the Regional Assessing Office. Revaluations, completed by a third-party vendor, presents a significant impact to the workflow and staff capacity at the Regional Assessing Office post commitment.

- 3.1 When initiating a community-wide revaluation TOWN's shall meet with the Regional Assessor to discuss timing and work capacity of the Regional Assessing Office.
- 3.2 TOWN's shall advertise an RFP for revaluation services and shall enter into a town contract for such services to be performed.
- 3.3 TOWN's shall budget funds in support of a third-party vendor to handle the appeals process. A ballpark cost for these services is twelve to twenty thousand, based on TOWN's population.
- 3.4 Funds will be held in an escrow and any remaining balance of funds will be returned to the TOWN. These funds are only submitted to COUNTY during years the TOWN goes rough a revaluation.

ARTICLE 5 – TERM

- 1. This Contract shall remain in full force and effect commencing July 1, 2025 to June 30, 2028 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
- 3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
- 4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

- 1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1,2025 to June 30, 2028 shall be:
 - **<u>\$6,478.48</u>** per month is based off from a <u>**\$77,741.74** FY2025/2026</u> cost for the TOWN's assessing services.
- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a prorated shared basis across all member communities.
- 1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

The Town Manager or his/her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of assessors performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 10 – INDEMNITY

- 1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 11 – TERMINATION

This contract shall expire on June 30, <u>2025</u>. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own assessing department; the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination, the individual designated as municipal Assessor shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 12 – TRANSITION

- 1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.
- 3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 13 – AUTHORITY TO EXECUTE AND ENFORCE

- 1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
- 3. The Town Manager, as duly authorized by the Town Council, by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this

Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 14 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF CASCO, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	COUNTY OF CUMBERLAND		
	BY:		
	COUNTY MANAGER		
	DATE:		
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	TOWN OF CASCO		
	BY:		
	TOWN MANAGER		
	DATE:		

Exhibit A: Assessor's Duties (Including but not limited to)

- ❖ Finalize assessment rolls
- Process abatements and supplements
- Complete commitment documents
- ❖ Complete annual Turn-Around Document for the State of Maine
- Create commitment book and save annual tax maps to mirror commitment book
- Complete Municipal Valuation Return and other forms as required
- Complete the assessing section of the LD1 calculation forms
- ❖ Meet State's assessment standards ratio
- ❖ Track and Report TIF districts captured real and personal property values
- ❖ Calculate and process Tree Growth/Farmland/Open Space penalties
- Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- * Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- * Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- Discuss possible changes or expansions to the scope of services provided.
- Hear a report from the County on possible additional communities interested in joining the program.
- * Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- Staffing changes involving key personnel.
- ❖ The addition of communities during a contract term.
- ❖ Other significant events as warranted.



SECRETARY OF STATE BUREAU OF MOTOR VEHICLES STATE HOUSE STATION 29 AUGUSTA, MAINE 04333

Recycler License Zoning Renewal

The completion of this form is required for the renewal of your recycler license. It must be completed and signed by an authorized town/city official, and official's signature must be notarized.

This is to certify that	Colonial	(Legal name of business)	located
compliance with all local issuance of all necessary r	building and all zoning a permits required for the company of the	mplete physical address of business) and land use regulatory state laws an operation of this business. This busineschapter 1; junkyard and automobile	d ordinances; including the ness is required to be issued
Signature of Authorized To		Official Title ization Required	Town/City of
STATE OF MAINE-County of _		Date	20
Then personally appeared the abo	ove named	(Town/City Official)	
and acknowledged the foregoing	instrument under oath to b	oe their free act and deed.	
Notary Public/Justice of Peace	:		
My commission expires:			

MVD-379 Rev 12/2020