

Selectboard Regular Meeting Agenda December 3, 2024 Regular Meeting @ 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: November 19, 2024
- 4. Public Participation for non-Agenda items
- 5. Manager's Update

Old Business

- The Selectboard will discuss a proposed strategic surveys options proposed by GPCOG
- 7. The Selectboard will discuss potential contract zoning for Casco Public Library
- The Selectboard will discuss Bulky Waste Coupons at the Transfer Station Council request
- 9. The Selectboard will discuss updating the current fee structure.

New Business

- 10. The Selectboard will consider applicants for Alternate position on Planning Board.
- **<u>11.</u>** The Selectboard will discuss stormwater control system for Town Office and adjacent Town Properties.
- **12.** The Selectboard will discuss the FY2026 road projects
- **13.** The Selectboard will discuss building a new sand/salt shed
- 14. Selectboard Comments

Executive Session

- **15.** Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests-Case 12/03/2024A
- **16.** Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 12/03/2024A & 12/03/2024B
- 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)

November 21 @ 6:30 PM Comprehensive Plan Implementation Committee Meeting

December 2, @ 6:00 PM Open Space Commission

December 3 @ 6:00 PM Selectboard Regular Meeting

December 9 @ 6:30 PM Planning Board Meeting

December 12 @ 6:30 PM Comprehensive Plan Implementation Committee Meeting

December 17 @ 6:00 PM Selectboard Regular Meeting

TOWN OF CASCO 635 Meadow Road • Casco, ME 04015 • 207-627-4515 www.cascomaine.org



Town of Casco Selectboard Regular Meeting Minutes

November 19, 2024 at 6:00 PM Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda as presented.

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

3. Approval of Minutes:

The Selectboard moved and seconded to accept the minutes from the November 12, 2024 meeting as presented.

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

4. Public Participation for non-Agenda items

Dave Fowler informed the Selectboard of his interest in the Alternate Planning Board Member position that is available.

Tuan Nguyen requested the Selectboard review the Town Office hours.

David Kimball spoke regarding his property line dispute with the town.

Sam Brown "made a plea" to the Selectboard to consider the simple "carry in, carry out" that has been presented to them.

5. Manager's Update

The Town Office will be closed on Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

GPCOG was awarded a \$100,000 grant from the U.S. Department of Transportation for temporary traffic calming. This grant award will assist the communities of Casco, Gray and Sebago in their complete streets and vision zero plans. This grant will assist in building upon the work of the ad hoc Safe Street Committee. The details of the grant are included in the Selectboard package.

The proposed Complete Streets policy has been distributed to staff for their review and perspective. I anticipate this being included in future Selectboard agendas for further discussion.

The Town recently was notified that we received a grant Maine Emergency Management as part of the State and Local Cybersecurity Grant Program. This program provides education for Town staff related to cyber security, evaluates our multi-factor authenticator and provides us information on additional cybersecurity resources. The grant fact sheet is included in this package.

Yesterday the town was notified that Natalie Burns is retiring from Jensen Baird. Natalie is retiring in December. Her current workload with the Town is being transferred to Ben McCall.

Old Business

- 6. The Selectboard will discuss potential contract zoning for Casco Public Library Discussion only. No action was taken.
- 7. The Selectboard will discuss updating the current fee structure.

Discussion only. No action was taken.

- The Selectboard will discuss a proposed strategic surveys options proposed by GPCOG
- 9. The Selectboard will discuss a senior tax credit ordinance.

Discussion only. No action was taken.

New Business

10. The Selectboard will discuss the status of planning services with Maine Design Workshop.

Discussion only. No action was taken.

11. The Selectboard will be discussing FY 25 Snow Plowing.

Discussion only. No action was taken.

12. The Selectboard will discuss purchasing of land

Discussion only. No action was taken.

13. Selectboard Comments

Bob MacDonald- Will not be at the next meeting as he will be traveling and unfortunately it is highly possible that he will not be able to zoom in.

Grant Plummer- Requested an update of the town's position with David Kimball. The board should request the Snowmobile Club/Casco Days building on the Berry property get completed. Requested an update on Rabbit Run.

Gene Connolly- Has spoken with supervisor in charge of the Transfer Station/Bulky Waste project and they are ahead of schedule. Shared upcoming meeting schedule.

14. Adjournment

The Selectboard moved and seconded to adjourn at 8:19pm.

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

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Manager's Memorandum December 3, 2024, Meeting

To: Selectboard From: Tony Ward, Town Manager Date: 12-03-2024 Re: Selectboard meeting 12-03-2024

Below are notes for agenda items for the December 3, 2024, meeting

5. Managers Update

- A. I met with the Town's Assessor (Rob Sutherland) and discussed the status of appeals. Included in your packet is a synopsis of the appeals process to date with the appeal date ending on February 9, 2025.
- B. The first storm provided a few challenges, but minimal disruption of routine travel. The largest obstacle faced was the timing of the storm occurring on Thanksgiving Day.
- C. Helen Allen Lane case will not be in district court in December as previously anticipated because of failure to serve the dog owners. A new date is set for February. I am coordinating a discussion between the Chair and legal counsel in the near future.
- D. I am currently working with Kristi Kenney of KW Architects to develop an interior and exterior design for the future meeting hall on Leach Hill Road. We hope to provide a design in the near future.

Old Business

6. The Selectboard will discuss the proposed strategic surveys options proposed by GPCOG.

Tony Plante and Emmy Hamm will be present to discuss the four (4) GPCOG proposals and the benefits of each option.

7. The Selectboard will discuss potential contract zoning for Casco Public Library.

No new discussion points since the last meeting.

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8. The Selectboard will discuss Bulky Waste Coupons at the Transfer Station Council request.

Included in your packet is the 2016 Joint Solid Waste Management Agreement related to the operation of the Casco Naples Transfer Station and Bulky Waste. Also included in your packet is legal's interpretation of authority. Jensen Baird states all property tax pays should have access to the facilities and any modification would occur through the Transfer Station Council and not through the prospective Selectboards.

9. The Selectboard will discuss updating the current fee structure.

Included in your packet is a list of fees and fines that are connected to ordinances. If the Selectboard wants to update these fees/fines it would require ordinance changes. If the Board wishes, staff can begin this updating process for a June 2025 Town Meeting, or this could be the later portion of any fee restructuring.

New Business

10. The Selectboard will consider applicants for Alternate position on Planning Board.

The Town has received two (2) letters of interest related to the vacant Alternate position on the Planning Board. The two interested parties are David Fowler and Michael Bolk. Mr. Fowler came to the Selectboard last meeting to introduce himself and outlined his qualifications. Mr. Bolk has not taken this initiative, but neither have I invited him to conduct this introduction. Mr. Bolk does currently have a plan within the Planning Board system that is currently in limbo.

11. The Selectboard will discuss stormwater control system for Town Office and adjacent Town Properties.

Included in your packet is an e-mail chain from Archipelago and Northeast Civil Solutions. This e-mail chain identifies that Parker Pond is listed a Most at risk from Development. The Town's past developments require that we complete a storm water plan and implement this plan. The initial cost for developing such a would be at a minimum of \$24, 800, but I would anticipate the costs exceeding \$30,000 with Archipelago's assistance. I am seeking guidance from the Selectboard on which direction to proceed by using Portland Pipeline settlement money or placing on Town Meeting warrant for June 2025.

12. The Selectboard will discuss the FY2026 road projects.

Included in your packet is information relating to the 2 options presented by Gorrill Plamer for FY26 road projects and the scope of the Edwards Road culvert replacement. Staff and I are seeking guidance on the scope of road projects the Selectboard wants for FY26. The anticipated cost of the Edwards Road project is \$448,210 with \$200,000 being funded by Municipal Stream Grant. The discussion by the Board should focus on whether they prefer the rehab focus (option #1) or preventative focus for the next two (2) years. The Rehab focus would have year one reclaiming, repaving and ditching Maturo Drive and Pine Hill Road between Kayla's Way and Route 11. The other year would focus on reclaiming and repaving Quaker Ridge from Route 11 to Narkem Lane. If the Selectboard

preferred this option, I would recommend completing the above-described Quaker Ridge project along with Edwards Road for FY26 and Pine Hill Road in FY27. This would keep the annual capital improvement budget for roads consistent.

The preventative road focus would have a shim/overlay and ditching on Quker Ridge during both fiscal years. FY26 would be from Route 302 to Brown Ave and then between Ridge Terrace Drive and Farm View Drive for an anticipated costs of \$870,619. FY27 would continue the shim/overlay and ditching on Quaker Ridge from Farm View Drive to Route 11 (completing the shim and overlay on Quaker Ridge Road). FY27 would cost an estimated \$860, 284.

I would recommend any FY 26 project include Edwards Road because of the reduction of local costs with the received grant. I would also anticipate conducting two (2) Request for Proposals (RFP) for FY26 road projects. I would anticipate a February RFP for Edwards Road project. This is necessary because the culvert can only be installed between July 15 and September 15th. The Board could authorize the bid include an addendum for the other FY26 road projects chosen by the Board, pending Town Meeting approval. This would allow for a late summer completion timeline. If the Board prefers a spring 27 completion timeline, the RFP will occur in late autumn of 2025.

I anticipated providing a color-coding map for road status for this discussion, but I was unable to provide for this dialogue. It will be available at your next meeting on the 17th.

13. The Selectboard will discuss building a new sand/salt shed.

A goal of the Selectboard for the past few years has been the replacing of the sand and salt shed. This is an obvious portion of the larger capi9tal improvement plan and will need to be completed whether the Town adopts a full or partial public works Department. The area by the current salt shed does have area for the development of a new sand/salt shed and future public works facility. However, a substantial portion of property cannot be developed because of aa significant vernal pool. The information related to the vernal pool is included in the board packet.

Staff and I are seeking guidance on Selectboards preference of replacing the sand/salt shed. Does the Board want to include this construction project as a portion of a larger Public Works project or does the Board prefer doing an RFP for construction in FY26 or FY 27? This discussion will greatly assist in developing a timeline for designing, educating the community about the project, starting the Request for Proposal process and ultimately the constructing of the sand/salt shed.

ABATEMENT SUMMARY - 12/3/24

- Overall, the request volume has reduced considerably
- Currently there are nine active requests
- One Personal Property Abatement of \$3,540 value, or \$34.59 tax
- 36 Real Property Abatement Decisions made so far
 - Four complete denials (in red on attached abatement log)
 - 32 Abatements \$4,226,600 value or \$41,293.88 tax (vs overlay of \$112,425.73).
 For reference this is little over half the volume of Falmouth by the end of their abatement period in both number of requests and value/tax abated
 - Most of these are not for the full amount requested
 - Two of these granted abatements are appealing to the CC BAR: 162 & 168 Ring Landing Rd
 - I know at least two others are forthcoming, and likely more
 - Two abatements are the result of CEO change in determination (62 Mondor White Rd MBLU 23-25, and Waterview Dr MBLU 8-43-A5) after checking before commitment
 - As expected, most are waterfront properties
- We expect them to continue to trickle in, with a spike toward the end of the abatement request window (ending 2/9/25) and when late payment notices are sent
- Overall residents have been cooperative and congenial enough. We request a physical inspection for virtually every request. Most have accommodated.

 From:
 Tony Plante

 To:
 Anthony Ward; Emmy Ham

 Subject:
 RE: Proposal

 Date:
 Monday, October 28, 2024 2:37:30 PM

 Attachments:
 image001.png

Tony,

To follow up on our meeting of October 1 about a community engagement effort for Casco's capital improvement planning work, we have developed four alternatives. These alternatives are listed below by level of effort and intensity, as well as cost. We would want to work with the town to further customize a scope of work so we deliver the kind of process the town wants, combining or modifying pieces as needed, but these should give you a rough idea:

Alternative 1: Online Community Survey and Informational Campaign

- **Objective:** Reach a broad audience by using digital tools to gather input from residents.
- Activities:
 - Launch an online survey with detailed descriptions of each project, accompanied by a town website section with visuals, cost estimates, and potential impacts.
 - Promote the survey through social media, email newsletters, and local press.
 - Include a public comment section where residents can leave additional feedback on projects or suggest alternatives.
- **Outcome:** Analyze qualitative and quantitative data to inform a prioritized list of capital improvements.
- Estimate of Probable Cost: \$4,000-\$5,000

Alternative 2: Community Forums with Facilitated Discussions

- **Objective:** Engage residents through open, structured forums where town officials present details on each capital improvement option.
 - Activities: Hold 3-4 town hall meetings at different times/days to maximize participation.
 - Each meeting begins with a brief presentation on the capital projects.
 - Facilitators guide either one large or multiple small group discussions on each project's merits, and attendees rank them in order of priority.
- **Outcome:** A report that summarizes community preferences and prioritization.
- Estimate of Probable Cost: \$7,000-\$8,000

Alternative 3: Community Survey with Community Forums

- **Objective:** Blend quantitative survey results with qualitative, in-person feedback through hands-on workshops.
- Activities:
 - Conduct an initial online or mailed survey to gauge overall sentiment on the town's capital improvement needs.
 - Follow up with two workshops where residents can discuss improvement projects using visual aids (e.g., before and after images of proposed facilities). Use a "dot-voting" system for attendees to indicate their preferences on-site.
- **Outcome:** Data-driven prioritization with visual engagement and workshop input.
- Estimate of Probably Cost: \$10,000-\$12,000

Alternative 4: Citizen Advisory Committee

- **Objective:** Establish a representative group of citizens to lead and shape the prioritization process.
- Activities: Create a diverse advisory committee representing key sectors (e.g., business

owners, senior citizens, parents, public servants, etc.).

- Committee members host focus groups or community forums, gather input, and meet to develop prioritized recommendations.
- The committee would present its findings to the selectboard and/or host a final public meeting to get broader community endorsement.
- **Outcome:** A set of recommendations supported by focused community outreach.
- Estimate of Probable Cost: TBD, depending on the number of meetings, desired deliverables, etc.

Please let us know if you have questions or need anything more from us at this point. We're always happy to discuss ways we can help the town accomplish its goals.

Best,

Tony

Tony Plante (he/him/his) Director of Municipal Collaboration & COO Greater Portland Council of Governments

- L (207) 774-9891 x216 (207) 387-3012
- tplante@gpcog.org
- www.gpcog.org
- 970 Baxter Boulevard, Suite 201, Portland, ME 04103





Contract Zone Points

Dimensional and Performance Standards

Minimum Lot Size	5,000 sq ft
Maximum Lot Coverage	0%
Minimum Setbacks	0'
Minimum Frontage	0'
Landscaped Buffers	0'
No curb cuts required	

Utilities and Parking

Town shall continue to provide to the Library, and shall maintain in good working order:

- Potable Running water
- Wastewater disposal/treatment, currently provided via discharge pipes to a septic tank and a leach field
- Electrical access over Town land
- Shared parking for up to 30 parking spaces
- Access to existing storm drains and connecting piping
 - At SW corner of existing building
 - Between the Library and Route 121
 - Town will provide location information on the above, and financial support in replacing them.
- Library shall continue to provide the electricity for pumping (Town Meeting Room?) wastewater to the septic tank.

Use of Town property

- Library shall own the land underneath the pergola and the concrete pavers connecting it to the main entrance to the Library; and shall have maintenance responsibilities for them.
- Library shall maintain the existing plantings within 6' of its buildings, as well as the planting beds between the Library's main entrance and the town's parking lot
- Library may use the former Library property adjacent to the Village Green for events and programs without notice to the Town. (What is the current process for people to hold an event on the Village Green?)
- The Library may erect temporary structures (pop-up tents, awnings...) and set up tables, chairs, games and other similar items for any event or program in coordination with the Public Works Department.
- The Library may place seasonal items such as picnic tables, benches and StoryWalks in coordination with the PWD.
- Placement of planters and other similar structures
- Placement of playground equipment Town shall move any equipment too close to the Library building.

Access

• During construction, Town will allow reasonable access for construction vehicles in front and in back of the Library building.

- Library basement water infiltration we may need to excavate to the footings to fully remedy the problem coordinate with Town, maybe do it when sidewalks are replaced
- Library shall have clear access to a 5' strip of land around the perimeter of its buildings, except in case of emergency or upon written notification for any temporary obstruction

Maintenance

Town shall be responsible for maintaining all improvements on its own property, as well as any infrastructure (sidewalks, catch basins, piping etc.) that extends onto Library property.

Other

Town manager and the Library Director will be the primary points of contact for questions about the interpretation of this contract, unless either party has given written notification to the other party stating otherwise.

The Library's address shall be 5 Leach Hill RD

Deeds:

- Permanent access to property
- Swapping of deeds so that the Library owns the land within the contract zone, and the Town owns the land outside the contract zone. Footprint = building + roof overhang + exterior heat pumps + ???

- 1. Each qualifying resident receives a booklet of coupons worth 2000 lbs.
- 2. A qualified resident is a home owner with a dwelling and does not include dwelling units in a trailer park, campground or seasonal facilities.
- 3. The policy for rental units is one per taxpayer per parcel irrespective of the number of units (subject to #2 above). An owner may distribute to their tenants.
- 4. If there is more than one home on a parcel, only one book of coupons will be issued per taxpayer irrespective of the number of units on each parcel. An owner may distribute to their tenants.
- 5. Owners MUST have a CURRENT, VALID building permit for a residential dwelling on vacant lots to qualify for coupons. Vacant lots with campers DO NOT qualify for coupons.
- 6. No coupons will be issued to commercial properties unless there is also an existing dwelling.
- 7. In the event of a transfer of a qualified dwelling the new owner qualifies for a book of coupons.
- 8. Subdivisions and vacant lots do not qualify for coupons unless a CURRENT, VALID building permit for a residential dwelling exists.
- 9. An owner may give coupons to others.
- 10. Tickets are redeemable <u>only</u> for materials brought into Bulky Waste & are not for purchasing anything.

Saving Tip: Bring in all metal separately and no coupons will be necessary.

Important! Casco Property Owners Will Receive One (1) Book Annually Duplicates Will Not Be Issued

JOINT SOLID WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT, dated as of <u>June 28</u>, 2016 is hereby entered into by and between the INHABITANTS OF THE TOWN OF CASCO ("CASCO"), a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine, and the INHABITANTS OF THE TOWN OF NAPLES ("NAPLES"), a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine.

WHEREAS, CASCO and NAPLES (hereinafter the "Parties") are required by Maine law to provide facilities for the safe and efficient disposal of certain solid wastes generated within the boundaries of the parties; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, CASCO owns a certain lot or parcel of land approximately twenty-five (25) acres in size on the generally northwesterly side of Leach Hill Road in Casco, described in Cumberland County Registry of Deeds Book 8334, Page 79 and Casco Tax Map 7, Lot 6 (hereinafter, the "Site"); and

WHEREAS, the Parties entered into that certain "Solid Waste Transfer Station Joint Utilization Agreement" dated October 7, 1993 (hereinafter, "Transfer Station Agreement"), to specify the terms of the joint use of the solid waste transfer station that is located at the Site; and

WHEREAS, the Parties entered into that certain "Lake Region Bulky Waste Facility Joint Agreement" dated September 13, 1994 (hereinafter, "Bulky Waste Agreement"), in order to build, own and operate a bulky waste facility on a portion of the Site, as shown on Exhibit A attached hereto; and

WHEREAS, pursuant to the Bulky Waste Agreement, CASCO and NAPLES each own a one-half interest in the improvements comprising the Bulky Waste Facility; and

WHEREAS, the Parties entered into that certain "Agreement to Treat Transfer Station Improvements as Personal Property" dated November 1, 1994, and CASCO executed a Bill of Sale conveying a one-half (1/2) interest in the Transfer Station improvements; and

WHEREAS, the Transfer Station Agreement expired by its terms on December 31, 2013, and the Bulky Waste Agreement expired by its terms on September 13, 2014; and

WHEREAS, the Parties desire to enter into one agreement that covers all solid waste management activities currently taking place at the Site; and

WHEREAS, the Parties are willing to continue to grant joint use rights in the Transfer Station and Bulky Waste Facility to other contract municipalities for the management of municipal solid waste and bulky waste generated within the boundaries of such other contract

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municipalities pursuant to the terms of this Agreement and the "Contract Municipality Agreement" attached hereto as Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties hereby agree as follows:

ARTICLE 1. PURPOSE

The purpose of this Agreement is to provide for the management of Municipal Solid Waste and Bulky Waste, as those terms are defined herein, generated within the boundaries of the Parties and within the boundaries of the Contract Municipalities.

ARTICLE 2. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

(a) <u>Acceptable Waste</u> means Municipal Solid Waste and Bulky Waste, as those terms are defined herein, but excluding "Other Waste," as hereafter defined.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be Acceptable Waste and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as Acceptable Waste, but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be Acceptable Waste under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of Acceptable Waste because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered Acceptable Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered Unacceptable Waste or Hazardous Waste.

(b) <u>Bulky Waste</u> means that portion of Solid Waste generated within the boundaries of a Party or a Contract Municipality consisting of: (i) Construction or Demolition Debris; (ii) Inert Fill; (iii) Land Clearing Debris; and (iv) Wood Wastes, all as defined in Chapter 400 of the Maine Department of Environmental Protection regulations, but excluding "Other Waste," as hereafter defined.

(c) <u>Bulky Waste Facility</u> means that facility located on a portion of the Site that is designed to accept and handle Bulky Waste.

(d) <u>Capital Expense</u> means the expenditure of \$10,000 or more for any item with a life expectancy of five (5) years or more.

(e) <u>Contract Municipality</u> means an additional municipality that will contract with the Parties to use the Transfer Station and/or Bulky Waste Facility pursuant to the Contract Municipality Agreement attached hereto as <u>Exhibit B</u>.

(f) <u>Delivery Hours</u> means the period of hours on each business day set by the Transfer Station Council during which Acceptable Waste may be delivered to the Facility.

(g) <u>ECOMAINE</u> means that non-capital stock, non-profit corporation created pursuant to Title 13-B and Title 30-A, Chapter 115, and Title 38, Section 1304-B(5) of the Maine Revised Statutes, or any successor thereto or assignee thereof, which owns and operates a waste-to-energy facility located on Blueberry Road in the City of Portland, Maine.

(h) <u>Facility</u> means, collectively, the Transfer Station and the Bulky Waste Facility.

(i) <u>Hazardous Waste</u> means waste which by reason of its composition, characteristics or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. Hazardous Waste shall also mean waste that is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and/or (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§ 1301 *et seq.*, as amended; and (iii) any other federal, State, or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered Hazardous Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

(j) <u>Municipal Solid Waste</u> means Solid Waste emanating from household and normal commercial sources, and which is defined as "Acceptable Waste" in each Party's Waste Handling Agreement, and any amendments thereto, with ECOMAINE, but excluding "Other Waste," as hereafter defined.

(k) Other Waste means Solid Waste other than Hazardous Waste consisting of: (i) any Solid Waste that would otherwise be Acceptable Waste, except that with respect to such Solid Waste, the Party or Contract Municipality is already contractually committed as of the date of execution of this agreement to the extent described in <u>Exhibit C</u> hereto to a third party to deliver such Solid Waste to another facility or site, and such Solid Waste shall continue to be Other Waste only as long as such existing contractual commitment remains in effect; and/or (ii) any other Solid Waste other than Hazardous Waste to the extent and as long as the Parties have in effect any resolution or regulation permitting handling thereof pursuant to the terms of this Agreement.

(l) <u>Participating Municipalities</u> means the original Parties (CASCO and NAPLES) and the various Contract Municipalities including, without limitation, any additional Contract Municipalities added during the term of this Agreement.

(m) <u>Site</u> means that certain lot or parcel of land approximately 25 acres in size on the generally northwesterly side of Leach Hill Road in Casco, described in Cumberland County Registry of Deeds Book 8334, Page 79 and Casco Tax Map 7, Lot 6, as shown on <u>Exhibit A</u> hereto.

(n) <u>Solid Waste</u> means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, Acceptable Waste and Other Waste. Solid Waste shall in no case include sludges from air or water pollution control facilities, septic tank sludge or agricultural wastes.

(o) <u>Transfer Station</u> means the solid waste transfer station located on a portion of the Site.

(p) <u>Unacceptable Waste</u> means that portion of Solid Waste which is not either Acceptable Waste or Other Waste.

ARTICLE 3. CONDITIONS OF THE AGREEMENT

3.1 CASCO agrees to seek any necessary Maine Department of Environmental Protection approvals or amendments to its existing permit(s) in order to facilitate this Agreement. The expense of such approval process will be shared equally by the Parties.

3.2 CASCO shall retain sole ownership of the 25-acre parcel of land, as shown in Exhibit A, throughout the term of the Agreement.

3.3 The Parties' joint use and ownership rights of the Facility shall be limited to those improvements located on the Site, and NAPLES shall have a right of joint use in the access way to the Site.

3.4 CASCO expressly reserves all other rights in the remaining portion of the 25-acre overall parcel of land except as Naples has acquired rights pursuant to any other joint agreement between the Parties.

3.5 The Parties agree that neither will interfere with nor deny the other Party or any Contract Municipality its intended or allowed lawful use of the Transfer Station and/or Bulky Waste Facility as defined in this Agreement.

3.6 The Parties agree that the Facility shall be operated in compliance with all applicable federal, State and local statues, regulations and ordinances.

ARTICLE 4. ADMINISTRATION.

4.1 <u>Transfer Station Council</u>. Operation of the Facility shall be under the direction of the Transfer Station Council (previously formally known as the Casco-Naples Solid Waste Transfer Station Advisory Board), as created by the Transfer Station Agreement dated October 7, 1993, and which shall include the duties of the former Lakes Region Bulky Waste Advisory Committee. The Transfer Station Council shall have the authority to make such rules for the safe and efficient operation of the Facility as are reasonably necessary, including, but not limited to, the setting of appropriate tipping fees, as provided under Section 5.2 of this Agreement, use regulations, and personnel matters except as otherwise expressly provided for herein. The Transfer Station Council shall also prepare a proposed budget for each upcoming fiscal year in time for full consideration by the legislative body of each Party and each Contract Municipality as provided in Section 5.3. The Transfer Station Council shall be composed of the following individuals:

- a) A member of the Select Board of Casco, or designated representative, appointed annually by the Select Board;
- b) A member of the Select Board of Naples, or designated representative, appointed annually by the Select Board;
- c) The Town Manager of Casco (advisory only; no vote);
- d) The Town Manager of Naples (advisory only; no vote);
- e) Two popularly elected citizens from each municipality who shall serve staggered three (3) year terms;
- f) The facility's chief employee.

4.2 <u>Contract Municipalities</u>. The Parties anticipate that additional municipalities may desire to contract with them to use the Transfer Station and/or the Bulky Waste Facility on a Contract Municipality basis. Contract Municipalities shall make such capital contributions and operating and maintenance payments as required under Article 5, and shall pay any tipping fees incurred for the delivery of Acceptable Waste to either facility. Each Contract Municipality shall execute a standard agreement with the Parties setting forth the terms of their use of the Transfer Station and/or Bulky Waste Facility. A copy of that standard agreement is attached as <u>Exhibit B</u>.

ARTICLE 5. FINANCE

5.1 <u>Initial Capitalization</u>. The purpose of this section is to memorialize the initial capitalization of the Transfer Station and the Bulky Waste Facility.

(a) <u>Transfer Station</u>. For the initial capitalization, NAPLES paid CASCO the sum of \$340,432 on January 1, 1994. This amount represented one-half of the expense incurred by CASCO to construct the Transfer Station (\$261,871) plus 15% of the expense incurred by

CASCO to construct the Transfer Station (\$73,561). Upon payment of this amount, CASCO issued a bill of sale whereby NAPLES acquired a one-half interest in the Transfer Station improvements and the right to jointly use the Transfer Station pursuant to the terms of the Transfer Station Agreement.

(b)Bulky Waste Facility. The initial capitalization of the Bulky Waste Facility, in the amount of \$335,000, which was paid through capital contributions by CASCO and NAPLES in the amount of \$120,100 each, and a grant from the Maine Waste Management Agency in the amount of \$94,800. As a result, CASCO and NAPLES each own a one-half interest in the improvements comprising the Bulky Waste Facility. For the first four years of operation of the Bulky Waste Facility, each Contract Municipality was required to contribute \$10,000 per year toward the capitalization of the Bulky Waste Facility and, when in the judgment of the Transfer Station Council the Bulky Waste Facility was sufficiently capitalized, the capital contributions made by the Contract Municipalities were returned to CASCO and NAPLES on terms set by the Transfer Station Council; provided, however, it is understood and agreed to by all Participating Municipalities that although CASCO and NAPLES were reimbursed in full for their initial capital contributions, such reimbursement in no way diminishes the legal and financial status of CASCO and NAPLES under this Agreement and, in particular, CASCO and NAPLES shall continue to enjoy all rights, benefits and privileges under this Agreement, including without limitation, the right to additional capital reimbursement under Section 7.3, in consideration of the financial risks and efforts that they undertook to start up the Facility.

5.2 <u>Apportionment</u>. Cost of acquisitions, improvements and operations, and items incidental thereto, shall be paid for by tipping fees collected from users, grants, donations and charges from the Participating Municipalities. There will be a user charge for waste processed at the Facility on behalf of the Participating Municipalities. This user charge or "tipping fee" shall be set and adjusted by the Transfer Station Council and shall be based upon (i) operating and maintenance expenses; (ii) administration expenses; (iii) waste processing costs; (iv) waste removal costs; (v) shutdown or closure costs; (vi) operating reserves; and (vii) such other costs and expenses as are reasonably necessary for the proper operation of the Facility; provided, however, subject to sound management and financial practices, in setting the tipping fee the Transfer Station Council shall recognize that the Facility has been established as, and shall remain, a non-profit operation. The Transfer Station Council shall have the exclusive authority to set the tipping fee as well as the manner for charging and collecting the same. Each party shall be jointly and severally responsible for any tipping fees charged by ECOMAINE for the delivery of Municipal Solid Waste from the Transfer Station.

5.3 Financial Procedures.

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(a) <u>Budget</u>. On or before April 1 of each year and in sufficient time for consideration by each Participating Municipality's legislative body, the Transfer Station Council shall prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenue for the Facility for the following fiscal year. Such estimates shall include the following:

(i) <u>Anticipated revenues</u>. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source;

(ii) <u>Estimate of expenditures</u>. An itemized estimate of expenditures for each classification for such ensuing fiscal year;

(iii) <u>Actual receipts</u>. After the first year of operation, an itemized statement of all actual receipts from all sources of the previous fiscal year, with estimated receipts of such year;

(iv) <u>Actual expenditures</u>. After the first year of operation, an itemized statement of all actual expenditures of the previous fiscal year, with estimated expenditures shown for the balance of such year; and

(v) The estimated uniform cost, on a tipping fee basis, of Acceptable Waste to be charged for the ensuing fiscal year.

On or before July 1st of each year, the Transfer Station Council shall adopt a final budget for the Facility for the ensuing fiscal year which shall be itemized in the same manner as the estimate of expenditures and revenues. The budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the annual costs of operation. Each Participating Municipality shall pay the annual appropriation, as determined by the Transfer Station Council, not later than the 15th day of the following month.

The Transfer Station Council, as the financial administrator for the Facility, shall maintain for the Participating Municipalities all payrolls, fund balances, invoices and related financial matters. The Transfer Station Council shall establish a separate account for the Facility at a recognized and insured financial institution. All interest earned in such account shall accrue to the Facility. The Transfer Station Council may withdraw weekly from such account sufficient funds to pay the Facility costs. No later the 5th of each month, each Participating Municipality shall pay into such account such amount as the Transfer Station Council shall prescribe until it has satisfied its financial obligation for the year as determined by the Transfer Station Council.

(b) <u>Fiscal Year</u>. The fiscal year shall be from July 1 to June 30.

(c) <u>Audit</u>. The Transfer Station Council shall engage a qualified public accountant to conduct an annual audit of the Facility's accounts. The audit shall be conducted on the basis of auditing standards and procedures prescribed by the State Auditor for municipalities.

(d) <u>Future Capitalization Requirements</u>. If additional Capital Expense requirements arise for expansion of the Transfer Station and/or Bulky Waste Facility, or for the replacement of equipment at either facility, the Transfer Station Council shall meet to determine by majority vote whether additional capital contributions are necessary and, if so, on what terms such contributions shall be made by the Participating Municipalities. 5.4 <u>Operating and Maintenance Expenses</u>. The Parties shall share in the payment of all operating and maintenance fees, including expenses relating to the employment of Facility workers, in accordance with a cost sharing formula as determined by the Transfer Station Council, which may be amended from time to time. Either Party may request the Transfer Station Council to re-negotiate the operational and maintenance cost sharing formula at any time.

ARTICLE 6. WASTE HANDLING, MEASUREMENT AND DELIVERY PROCEDURES

6.1. Delivery of Waste.

(a) All deliveries of Acceptable Waste to the Facility by or on behalf of a Participating Municipality shall be made during Delivery Hours, and the Transfer Station Council or its designee may reject any Acceptable Waste delivered at hours other than Delivery Hours. The Transfer Station Council or its designee may also reject delivery of Unacceptable Waste.

(b) The Transfer Station Council shall set forth rules to regulate (i) the type of vehicles that will or will not be accepted for use in delivering Acceptable Waste to the Facility; (ii) the form of identification that each vehicle must display in order to enter and use the Facility; (iii) a system for controlling the disposal of Bulky Waste at the Facility, whether by coupons or otherwise; and (iv) any other rules deemed necessary by the Transfer Station Council in order to regulate the handling of Acceptable Waste at the Facility. Each Participating Municipality shall cause all equipment and vehicles delivering Waste to the Facility to display proper identification, as supplied by the Participating Municipality, on the exterior of the vehicle in a location designated by the Transfer Station Council and reasonably visible to personnel at the scale house at the Facility.

(c) Due to the Transfer Station's inability to accept compacted loads of solid waste, all compactor trucks and/or compacted loads must be hauled directly to ECOMAINE's waste-to-energy facility in accordance with each Party's Waste Handling Agreement, and any amendments thereto, with ECOMAINE.

6.2. Waste Measurement.

(a) The Transfer Station Council or its designee shall maintain weighing facilities at the Bulky Waste Facility for the purpose of determining the total weight of Acceptable Waste delivered to the Bulky Waste Facility by or on behalf of a Participating Municipality. Each vehicle delivering Acceptable Waste to the Bulky Waste Facility shall be checked in and checked out. The Transfer Station Council or its designee shall maintain a record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Bulky Waste Facility. The Transfer Station Council or its designee shall maintain copies of all such records for a period of at least two (2) years. Each Participating Municipality shall have the right to inspect such records upon reasonable advance notice. The Transfer Station Council shall determine the weight of Solid Waste delivered in accordance with procedures that it may

adopt from time to time, for the purpose of allocating shared operation and maintenance expenses as set forth in Section 5.4 herein.

(b) The Transfer Station Council or its designee shall estimate the amount of Acceptable Waste delivered to the Bulky Waste Facility during any time that all measurement facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to each Participating Municipality, provided, however, a Participating Municipality, at its expense, may have its Acceptable Waste measured at an alternative facility if adequate assurances of accuracy are provided in advance to the Transfer Station Council and approved. These estimates shall take the place of actual records during such times.

(c) Solid Waste that is delivered to the Facility and is not rejected by the Transfer Station Council or its designee shall be deposited in such location as identified by Transfer Station Council or its designee. Title to all Acceptable Waste shall pass to the Parties when such Acceptable Waste is delivered to the Facility.

6.3. <u>Waste Handling</u>.

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(a) Neither the Transfer Station Council nor any Participating Municipality shall knowingly permit deliveries of Hazardous Waste to the Facility.

(b) Each Participating Municipality shall pay all costs related to handling of Unacceptable Waste delivered to the Facility by such Participating Municipality, its employees, agents, or contractors, provided that the such Participating Municipality shall not be obligated to pay costs related to the handling of Unacceptable Waste generated within the municipality but delivered to the Facility by someone other than the Participating Municipality, its employees, agents or contractors.

ARTICLE 7. PROPERTY

7.1 <u>Title</u>. Throughout the term of the Agreement, CASCO shall hold title to the 25acre parcel of land shown on <u>Exhibit A</u>, including that portion of the 25-acre parcel on which the Bulky Waste Facility is located as shown on <u>Exhibit A</u>. CASCO and NAPLES shall retain joint use and ownership in the Transfer Station improvements and the Bulky Waste Facility improvements (exclusive of the underlying land).

7.2 <u>Improvements</u>. CASCO and NAPLES shall develop and construct all necessary improvements for the Transfer Station or Bulky Waste Facility, keep the same in good repair, and shall insure all properties acquired by or leased to them.

ARTICLE 8. PERSONNEL

8.1 Employment Status.

(a) Any employees of the Facility shall be employees of CASCO and subject to the personnel policies of CASCO, except as otherwise expressly provided herein. Such employees shall be subject to the control and direction of the Transfer Station Council only by and through a designated administrator, who shall be appointed by and report to the Transfer Station Council.

(b) Subject to the prior approval of the Transfer Station Council or its designated administrator, staff time may be contributed to the Facility by the Participating Municipalities. Persons performing work under such contribution arrangements shall be under the supervision of CASCO or its designated supervisory personnel, but shall otherwise retain the status of an employee of the Participating Municipality.

8.2 <u>Salaries and Benefits</u>. Subject to the rules adopted pursuant to Section 8.3 below, each Participating Municipality shall be solely liable for its own employees' liability for workers' compensation or indemnity for work-related injury or sickness arising out of or in the course of their employment provided the other Participating Municipalities shall share equitably in the cost of the same.

8.3 <u>Rules</u>. The Transfer Station Council shall adopt written procedures to govern hiring, firing, and performance review of such employees, including a designated administrator, and a mechanism for attributing credit to Participating Municipalities for the contribution of employees to CASCO.

ARTICLE 9. REMEDIES.

9.1 <u>Breach</u>. All provisions contained in this Article 9 shall apply equally to all Participating Municipalities. A Participating Municipality shall be deemed to be in breach of this Agreement if it fails to appropriate or make timely payment of its share of costs, or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement. The Transfer Station Council shall give a Party written notice of specific acts or omissions that constitute a breach. The Party so notified shall have thirty (30) days to conform. If the Party fails to conform within the above-mentioned time period, or if the Party waives the time period, then the Party or the Transfer Station Council shall have the power to submit the question of breach to the arbitration procedure established in Section 9.2.

9.2 <u>Arbitration</u>. In the event the Transfer Station Council or a Party under notice of breach elects to submit a question of breach to arbitration, the following provisions shall govern:

(a) At the commencement of each fiscal year, the Transfer Station Council shall select a neutral third person to serve as the arbitrator for the ensuing fiscal year. If the Transfer Station Council does not select an arbitrator or if the arbitrator is unable to serve, either Party may request the American Arbitration Association to utilize its procedures for making such selection.

(b) The arbitrator's jurisdiction shall be limited to the interpretation or application of the terms of this Agreement.

(c) As soon as possible after the dispute has been submitted to the arbitrator, the arbitrator shall meet with the Parties, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as s/he deems appropriate. Hearings shall be informal, and rules of evidence prevailing in judicial proceedings shall not be binding. All such proceedings shall be conducted without lawyers.

(d) The arbitrator shall make written findings and shall render a decision. For disputes involving amounts of \$10,000 or less, the award of such arbitrator shall be accepted as final and binding upon the Parties. For disputes involving amounts of more than \$10,000, only questions of law may be appealed to Superior Court.

(e) The cost of arbitration proceedings shall be shared equally by the Transfer Station Council and the Party under notice of breach.

9.3 <u>Withdrawal</u>. Any Contract Municipality may withdraw from use of the Transfer Station and/or Bulky Waste Facility subject to the following conditions:

(a) The withdrawing municipality shall give written notice of its intent to withdraw to the Transfer Station Council on or before June 30 of any calendar year. The effective date of such withdrawal shall be July 1 of the following calendar year. The withdrawing municipality shall make any payments as due during such period; provided, however, that during the one-year notice period hereunder, the withdrawing municipality shall not become liable for any capital expenditures or borrowings first incurred on behalf of the Facility during such notice period.

(b) In the event the withdrawing municipality fails to comply with subsection (a) above, it shall pay to the Transfer Station Council an amount equal to its share of costs due through the following June 30.

(c) The withdrawing municipality shall pay to the Transfer Station Council the entire amount of its share of any outstanding debts of the Facility and shall forfeit any of its capital contributions, if any, and shall forego any distribution of assets pursuant to Section 7.3 of this Agreement.

(d) Except as otherwise expressly provided in subsection (a) above, the withdrawal of any Contract Municipality from this Agreement pursuant to this Section 9.3 shall not relieve the withdrawing municipality of liabilities arising out of this Agreement or incurred by the Participating Municipalities during the withdrawing municipality's membership.

9.4 <u>Indemnification: Insurance</u>. The Participating Municipalities shall jointly indemnify, defend and hold harmless one another, their agents, officers and employees from any and all liability, loss, damage or expense any Participating Municipality may suffer as a result of claims, demands, costs or judgments arising out of this Agreement. Each Participating Municipality agrees that it shall contribute promptly on notification by the Transfer Station

Council of its proportionate share toward the payment of any such claims, demands, costs or judgments arising out of this Agreement.

The Transfer Station Council shall ensure that there is adequate general liability insurance, worker's compensation insurance, and other coverage to insure against claims and expenses arising in any fashion out of their ownership, maintenance or operation of the Facility. Such insurance shall name each the other Party and each Contract Municipality as additional insureds and shall share the costs of such insurance as an operational and maintenance expense.

In addition, the Transfer Station Council shall establish and fund through tipping fees a reserve account for catastrophic loss and for after-care of the Facility, or for any other purpose which represents a contingent obligation on the part of Participating Municipalities to either perform or pay damages in the future.

ARTICLE 10. ADOPTION, AMENDMENT

10.1 <u>Duration</u>. This Agreement shall continue in force for a term of twenty (20) years from its effective date.

10.2 <u>Adoption</u>. This Agreement shall not take effect with respect to Parties signatory unless the following occurs:

- (a) it has been approved by the legislative body of each Party and a majority of the municipal officers thereof have affixed their signatures below;
- (b) it has been approved by the Department of Environmental Protection; and
- (c) it has been filed with the clerk of each of the Parties and with the Secretary of State.

Each Party shall be responsible for obtaining all necessary legislative body approvals and by their execution of this Agreement represent that they have each secured the necessary authority to enter this agreement.

10.3 <u>Amendment</u>. No amendment of this Agreement shall be made unless, after obtaining all necessary legislative approvals, it is in writing and signed by both Parties; provided, however, that additional municipalities may be admitted as Contract Municipalities without additional votes of the Parties' legislative bodies if two thirds (2/3) of the Transfer Station Council votes to admit such additional municipality as a Contract Municipality, the legislative body of the additional municipality accepts by appropriate action the terms and conditions placed upon such entry by the Transfer Station Council, and thirty (30) days' prior notice is given to all Contract Municipalities.

ARTICLE 11. TERMINATION

Either Party may terminate this Agreement prior to the expiration of the term set forth in Section 10.1 of this Agreement, subject to the following conditions:

(a) The terminating Party shall give written notice of its intent to terminate to the Transfer Station Council on or before June 30 of any calendar year. The effective date of such termination shall be July 1 of the following calendar year. The terminating Party shall make any payments as due during such period; provided, however, that during the one-year notice period hereunder, the terminating Party shall not become liable for any capital expenditures or borrowings first incurred on behalf of the Facility during such notice period.

(b) In the event the terminating Party fails to comply with subsection (a) above, it shall pay to the Transfer Station Council an amount equal to its share of costs due through the June 30 following the effective date of termination.

(c) The terminating party shall pay to the Transfer Station Council the entire amount of its share of any outstanding debts of the Facility.

(d) Except as otherwise expressly provided in subsection (a) above, the termination of this Agreement by either Party pursuant to this Article shall not relieve the terminating Party of liabilities arising out of this Agreement or incurred by the Participating Municipalities prior to the effective date of such termination.

(e) Upon receiving notice of termination of the Agreement by either Party, the Transfer Station Council shall meet and either (i) determine an equitable division the assets of the Facility remaining as of the effective date of termination of this Agreement; or (ii) determine the depreciated value of all assets of the Facility (exclusive of the underlying land) remaining as of the effective date of termination of this Agreement and disburse a payment equal to one-half (1/2) of the depreciated value of assets to the terminating Party within sixty (60) days of the effective date of termination of this Agreement.

ARTICLE 11. NON-ASSIGNABILITY

The Agreement shall not be assigned or delegated by any Participating Municipality without the prior written approval of CASCO and NAPLES.

ARTICLE 12. SEVERABILITY

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, or by any other tribunal, board, or other entity, the decision of which is binding upon the Parties and which becomes final, the invalidity or unenforceability shall in no way affect any of the other covenants, conditions or provisions of this Agreement, provided that any such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a majority of their respective municipal officers, duly authorized by their respective Town Meetings.

WITNESSES:

INHABITANTS OF THE TOWN OF CASCO

WITNESSES:

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INHABITANTS OF THE TOWN OF NAPLES

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Hi Tony -

In response to your question, Section 4.1 of the Joint Solid Waste Management Agreement provides that the "Transfer Station Council shall have the authority to make such rules for the safe and efficient operation of the Facility as are reasonably necessary, including, but not limited to, the setting of appropriate tipping fees, as provided under Section 5.2 of this Agreement, **use regulations**, and personnel matters except as otherwise expressly provided for herein." (emphasis added).

Those use regulations, specifically Section III(A) provide that all "residents and taxpayers" of Casco, Naples, and contract municipalities including Otisfield, may deposit solid and bulky waste at the facility. I read that provision to allow both an individual who is a resident (but not property owner) as well as a property owner (but not full-time resident) to be eligible to receive a sticker for the facility. The Interlocal Agreement does not provide any contrary instructions that would override that.

However, to the extent that the Selectboard wishes to clarify that interpretation, that can only happen through the Transfer Station Council amending its own use regulations – by way of a majority vote of the entire Council. Absent that, I do not interpret the Interlocal Agreement or the Use Regulations as providing the Selectboard (or its Naples equivalent) with independent authority to do so.

Please let me know if you have any questions or would like to discuss further.

Thanks, Ben

Benjamin T. McCall, Esq. Attorney



10 Free Street P.O. Box 4510 Portland, ME 04112 www.JensenBaird.com

T: (207) 775-7271 D: (207) 518-5921 Email: bmccall@jensenbaird.com Bio: Benjamin T. McCall | Jensen Baird Sent: Monday, December 2, 2024 9:36 AMTo: Benjamin T. McCall <bmccall@jensenbaird.com>Subject: Transfer Station Agreement

Ben,

Attached is the Casco Naples Transfer Station agreement.

Thank you for reviewing.

Tony

Anthony Ward, CMM, ICMA-CM Town Manager Town of Casco 207-627-4515 Ext. 1201

www.cascomaine.org

www.facebook.com/townofcascomaine

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Town	Casco Current	Casco Proposed	Raymond	Naples	Poland
Fees					
PHOTO COPIES					
B/W per page	\$0.50	\$0.50	\$0.50		
	\$0.50	\$0.50	\$0.50		
Color per page	\$1.00	\$1.00			\$5.00 up to 35 pages, \$10.00 36
Printed Doc per page	\$0.25	\$0.25			to 50 pages
Deeds	\$2.00	\$2.00			
FAXES					
Cover Sheets					
	\$2.00	\$2.00			\$0.50
Incoming First Page			01 00	\$1.00	\$0.50
Incoming Following Pages	\$1.00	\$1.00	\$1.00 per page	\$1.00	
Outgoing First Page	\$3.00	\$3.00	\$2.50 per page	\$2.00	\$5.00
Outgoing Following Pages	\$1.00	\$1.00			\$1.00
Maps					
Full Set of Large Tax Maps	\$250.00	\$250.00	\$150.00	1	\$500.00
Full Set of Reduced Tax Maps	\$250.00	\$250.00	φ100.00		\$500.00
		\$100.00	¢1.00		\$60.00
Individual Black & White Copies of Reduced Tax Maps	\$2.00		\$1.00		
Individual Color Copies of Reduced Tax Maps	\$4.00	\$4.00			
Large Zoning Maps (Requires Ordering; wait time)	\$20.00	\$20.00			
Large Map of Town 11" x 17" (Black & White)	\$10.00	\$10.00	\$1.50		\$2.00 ea
Large Map of Town 11" x 17" (Color)	\$15.00	\$15.00			
Street Map With Index	\$2.00	\$2.00			
Street Map With No Index	\$1.00	\$1.00			
Town		Casco	Raymond	Naples	Poland
Books and Lists			, , , , , , , , , , , , , , , , , , ,		
Commitment Book (Paper)	\$100.00	\$500.00			\$40.00
Commitment Book (Paper)	\$100.00	\$100.00			\$20.00
Map & Lot List - Names and Addresses by Alpha or	· · · · · · · · · · · · · · · · · · ·				\$20.00
Number (Paper)	\$100.00	\$100.00			
Map & Lot List - Names and Addresses by Alpha or Number (Disk) Full Code of the Town of Casco (Available On-Line For No	\$50.00	\$50.00			
Fee)	\$80.00	\$80.00			\$25.00
Zoning/Land Use Book (Available On-Line For No Fee)	\$20.00	\$20.00			\$23.00
	<i>\</i> 20100	+20100			
Sub-Division Ordinance (Available On-Line For No Fee)	\$20.00	\$20.00			
Comprehensive Plan	\$15.00	\$15.00			\$20.00
GENERAL					
Credit card fee		4%			
Returned Checks (Per Occurance)	\$35.00	\$35.00	\$35.00	\$20.00	\$25.00
	ψοσ.ΟΟ	φυυ.υυ	ψυυ.υυ	φ20.00	
Notary Services		- Free			\$4.00
Per Notary Signature - Resident	¢0.00	Free	\$3.50		
Per Notary Signature - Non-resident	\$2.00	\$2.00	\$2.50		
Victualer's License DBA Filing	\$10.00 \$10.00	\$10.00 \$10.00			
Credit Card Charge Fee	ψ10.00	¢10.00			
VITAL RECORDS	Set by State Law	Set by State Law			
Town	•	Casco	Raymond	Naples	Poland
Freedom of Access ACT (Municipal					
Public Records)					
1st two hour Of Staff Time		\$0.00		1	Free
	645.00 ()				
Additional Staff Time	\$15.00 / hr	25.00 /hr			\$15.00 / hr
If Cost Estimate More Than \$100.00 (50% Due prior to commencement)					X 33

Registered Voters List (Names and				
Address)	Set by State			
Hard Copy				\$55.00
Disk /CD				\$20.00
Concealed Weapon Permit	Set by State			
Liquor Licenses	\$60.00		\$50.00	\$100.00
Application	\$50.00	\$10		
Advertising with Public Hearing Application	\$100.00	\$100		
Temporary Liquor License Application (catering)	\$50.00	\$10		\$15.00
Temperary Elquer Electice Application (eatening)	400.00	\$10		\$10.00
Marijuana Facilities Annual license				
Adult Use Marijuana Store new license	\$10,000.00			
Adult Use Marijuana Store renewal license	\$2,500.00			
Marijuana Cultivation Facility – Tier 1 (Up to				
500 square feet plant canopy)	\$1,000.00			
soo oquaro root plant oanopy	ψ1,000.00			
Marijuana Cultivation Facility – Tier 2 (500-				
	¢0 500 00			
2,000 square feet plant canopy)	\$2,500.00			
Marijuana Cultivation Facility – Tier 3 (2,000-				
7,000 square feet plant canopy)	\$5,000.00			
Marijuana Cultivation Facility – Tier 4 (7,000-				
20,000 square feet plant canopy)	\$7,500.00			
Marijuana Manufacturing Facility	\$2,500.00			
Marijuana Manufacturing – High Hazard				
(manual or chemical)	\$5,000.00			
	\$3,000.00			
Medical Marijuana Registered Caregiver–				
cultivation conducted on site	\$300.00			
	\$300.00			
Medical Marijuana Caregiver (Home				
Occupation) – cultivation not conducted on site				
	\$100.00			
Medical Marijuana Caregiver Retail Store	\$5,000.00			
Medical Marijuana Dispensary per location	\$5,000.00			

Marijuana Testing Facility	\$3,500.00			
Manjuana resting racinty	\$3,300.00			
				0 40.00
Permits/Businesses				\$10.00
		\$50		
Food services (restaurants, catering, etc).		2.5% through Time Warner		
Victualer License - Food Only (no Liquor)	\$100.00	\$10		
Victualer License - With onsite consumption of				
beer & wine	\$250.00	\$50		
Victualer License - With onsite consumption of		\$50 plus \$1 per person plus legal		
liquor	\$400.00	advertisement		
Victualer License - Nonprofit Organization	\$400.00	\$50 plus legal advertisement		\$15.00
Off-Premises Catering License		400 plus legal advertisement		φ10.00
Un-Fremises Galenny License	\$10 per day			
		\$500		
		\$250		
		\$£50		
Town	Casco		Naples	Poland
Town STREET/MORILE VENDOR LICENSE	Casco 100.00	Raymond	Naples	Poland \$500.00/vr
Town STREET/MOBILE VENDOR LICENSE	Casco 100.00			\$500.00/yr
			No Fee – One Time Event	

Item 9.#

Item 9.#

Mass Gathering License Violation Penalties		\$500.00			\$500.00 / day min \$2500/ day max
Auto Graveyard, Junkyard, Storage Lot					
Greater Than 100 Feet From Highway		\$250.00			\$75.00
Less than 100 Feet From Highway		\$500.00			\$300.00
Community Center					
Key Deposit	\$25.00	\$25.00			\$15.00
Non refundable Depsoit					\$50.00/ use
Refundable Cleaning Depsoit					\$75.00
Meeting Rooms/Craft and Game Room					\$25.00
Non-profits	\$10.00/hr \$100 Max	\$10.00/hr \$100 Max			
Residents	\$20.00/hr \$100.00 Max	\$20.00/hr \$100.00 Max			\$25.00/hr min 2 hrs
Non-Residents	\$40.00/hr \$200.00 Max	\$40.00/hr \$200.00 Max			\$40.00/hr min 2 hrs
For profit use		\$50.00/hr \$500.00 max			\$50.00 / hr min 2 hrs
Kitchen					
Non-profits	\$10.00 /hr \$100 Max	\$10.00 /hr \$100 Max			
Residents	\$20.00/hr \$100.00 Max	\$20.00/hr \$100.00 Max			
Non-Residents	\$40.00/hr \$200.00 Max	\$40.00/hr \$200.00 Max			
Gym (Athletic Events Only)					
Non-profits	\$10.00 /hr \$100 Max	\$10.00 /hr \$100 Max			
Residents	\$200.00per event/day	\$20.00per event/day			
Non-Residents	\$300.00per event/day	\$300.00per event/day			
Custodial Fee (determined by Rec Dir)	\$50.00/Occ	\$50.00/Occ			
Town		Casco	Raymond	Naples	Poland

	Casco	Raymond	Naples	Poland
C 00 = == d==/				
\$6.00 per dog/yr \$11.00 per dog/yr	\$6.00 per dog/yr \$11.00 per dog/yr			
11.00 per dog/yr	\$11.00 per dog/yr			
\$7.00 per dog/yr	\$5.00 per dog/yr			
12.00 per dog/yr	\$10.00 per dog/yr			
		\$25.00 per day		
\$50.00	\$50.00	\$50		
\$100.00	\$30.00	\$75		
\$125.00	\$150.00	\$100		
\$125.00	\$200.00	VIO		
	Casco	Raymond	Naples	Poland
\$0.35	\$0.35	\$0.50	\$0.40	\$20.00 + \$10.00 / 1K
\$0.50	\$0.50			\$0.75
çoloo				ψ υ π σ
\$50.00	\$50.00			
\$70.00	\$70.00		\$65.00	
\$100.00	\$100.00		\$85.00	
\$150.00	\$150.00		\$125.00	
\$150 + \$5.00 /1K	\$150 + \$5.00 /1K		\$125.00 + \$10.00/\$1k	
	\$.40/sqft		\$40.00 /sqft	
	\$.40/sqft up to 110,000 then \$.10			
	/sqft		\$.40 up to 110,000 then \$.10/sqft	
• · · · · ·				
\$100.00	\$500.00		0 001 //	
\$250.00	\$250.00		\$.30/sqft	
\$500.00	\$100.00			
\$0.30	\$0.30	\$0.40		
\$0.20	\$0.20	\$0.30	\$40.00	
\$0.50	\$0.50		\$50.00	
ΨU.OU	φ υ .ου		\$50.00	
\$20.00	\$20.00		\$60.00 ± 5.00 /1K	

Last 30 Feet	\$500.00	\$100.00			
Residential Construction					
New Construction - Finished (Per Square Foot)	\$0.30	\$0.30	\$0.40		
New Constuction - Unfinished (Per Square Foot)	\$0.20	\$0.20	\$0.30	\$40.00	
Abutter Notification	\$0.50	\$0.50		\$50.00	
Alterations:	\$0.50	\$ 0.50		\$50.00	
	# 22.22	\$ 00.00			
\$0.00 to \$500.00	\$20.00	\$20.00		\$60.00 + 5.00 /1K	\$ 22.22
\$501.00 o \$1,000.00	\$30.00	\$150.00			\$20.00
\$1,001.00 to \$5,000	\$60.00	\$350.00		\$25.00	\$5.00 / 1K
\$5,001.00 to \$10,000.00	\$100.00	\$500.00			
\$10,001.00 And Over (Plus Additional \$4.00 For Each \$1,000.00					
Over\$10,000.00)	\$100.00	\$500.00 +			
Occupancy Permit					
Chimneys	\$25.00	\$150.00			
Demolition	\$25.00	\$100.00			
Signs	\$25.00	\$25.00			
Swimming Pools	\$25.00	\$25.00		\$25.00	
Plumbing					
State of Maine Fees		State Set fee			
Town Administration Fees	\$50.00	\$50.00		\$25.00	\$60.00
Internal plumbing				\$10.00 per fixture	\$15.00 per fixture
					<u> </u>
Town		Casco	Raymond	Naples	Poland 36
Permanent Underground Service			\$40.00		30
Non-Engineered					

Town

Animal Control Related

Board for Animals Picked up by ACO

Town

Dog Licensing Fees In Person Spayed/Neutered Dogs Dog NOT spayed/neutered Online Spayed/Neutered Dogs Dog NOT spayed/neutered

Impound Fees First Offense Second Offense Third Offense Each additional Offense

Abutter Notification Alterations: §0.00 to \$500.00 \$501.00 o \$1,000.00 \$1,001.00 to \$5,000 \$1,001.00 to \$10,000.00 \$10,001.00 And Over Solar Field Up to 110,00 sqft 110,000 sqft and above **Towers:** First 100 Feet Next 50 Feet

Commercial Construction New Construction - (Per Square Foot)

Complete System	\$300.00		\$265.00	\$250.00
Leach field Only	\$175.00		\$150.00	\$150.00
Treatment Tank Only	\$175.00		\$150.00	\$150.00
Holding Tank	\$125.00			\$100.00
Engineered				
Complete System	\$225.00			\$200.00
Leach field Only	\$175.00			\$150.00
Treatment Tank Only	\$100.00			\$80.00
Holding Tank				N/A
Primitive System	\$150.00			\$100.00
Separate Grey Disposal Field	\$150.00			\$35.00
Seasonal Conversion	\$75.00			\$50.00
Variance (additional)	\$50.00			\$20.00
Alternative Toilet	\$75.00			\$50.00
DEP-Subsurface Wastewater Requirement	\$50.00			\$15.00
Other Components (Complete Pump Station, Piping,				\$30.00
Other)	\$50.00			\$30.00
New Construction, Renovations, Additions (cost		A2 2	\$25.00	
per square foot)		\$0.05		
HVAC Permit	\$100.00	\$20.00 for first \$1K, +\$5.00 /\$1K		
HVAC Permit	\$100.00	\$20.00 101 IIISL \$1K, +\$5.00 /\$1K		
Electrical Upgrade				
Residential		1		
Application				\$35.00
Service Entrance – Temporary		-		\$25.00
Service Entrance – Permanent Overhead				\$27.00
Service Entrance – Underground				\$40.00
New Construction, Renovation, Additions per Sq. ft.				\$0.05
				\$0.00
Miscellaneous Equipment: Transformers, Pumps, Generators, Split Systems, Subpanels, Pools, Solar				\$25.00 / nor
Powered Systems, Signs, Alarm Systems, Other				\$35.00 / per
i oworod oyotomo, oigno, Alarm oyotomo, Other				

Town		Casco	Raymond	Naples	Poland
Commercial					
Application					\$50.00
Service Entrance – Temporary					\$40.00
Service Entrance – Permanent Overhead					\$45.00
Service Entrance – Underground					\$65.00
New Construction, Renovation, Additions per Sq. ft.					\$0.10
Miscellaneous Equipment: Transformers, Pumps,					
Generators Split Systems Subpanels Pools Solar					\$50.00 / per
Powered Systems, Signs, Alarm Systems, Other					•••••• F=-
				005.00	
	**		•	\$25.00	
Shore Land Zone	\$25.00	\$25.00	\$50.00		
Tree Permit		\$75.00		\$25.00	
Accessory Structure		\$75.00			
Wells – Residential in SLZ		\$75.00			\$25.00
Docks		\$25.00			
Minimum Permit Fee		\$25.00			
Mooring Fee	\$10.00 /yr	\$20.00 /yr			
Campsite (personal)		\$0.00	\$50.00/yr		
Campsite (rental to public)		\$50.00	÷		
Campgrounds		\$50.00 + \$5.00 per site	\$75.00/yr		
Campgrounds		\$50.00 T \$5.00 per site	\$73.00/y1		
Change of Has				\$50.00	
Change of Use		A TO 00	\$ 50.00	\$50.00	
With Reno		\$50.00	\$50.00		
Without RENO		\$.50 per Sqft or min \$50.00	\$.50 per Sqft or min \$50.00	\$25.00	
Town		Casco	Raymond	Naples	Poland
Docks Initial installation		\$50.00	· · · · · ·	.25 / sqft	
Road Opening		\$75.00 plus \$1.50 per sqft	\$75.00 plus \$1.50 per sqft		\$100.00
					·
Road Name Change		\$75.00	\$75.00	\$25.00	
Re-inspection Fee		\$100.00 per visit	\$100.00 per visit		
After the Fact Permit		2X standard Fee			
Planning Board and Zoning Board of					
Appeals					
Commercial Initial permit				\$100.00	
Commercial Annual Permit				\$50.00	
Aquatic Structure (non-commercial)				\$50.00	
Preliminary Subdivision Plan					
Immediate Family Subdivision		\$100.00			
			<u> </u>		
Residential Subdivision Review		\$500.00 + \$500.00 per proposed lot		\$500.00 + \$500.00 per proposed lot	
Commercial Subdivision Review		\$750.00 + \$750.00 per proposed lot		\$750.00 + \$750.00 per proposed lot	
Sketch Plan Review		\$75.00		\$75.00	
2					
Planner Escrow (Minor Application) ³		\$1,000.00		\$1,000.00	
Planner Escrow (Major Application) ³		\$2,000.00		\$2,000.00	
SITE PLAN REVIEW - PLANNING BOARD					38
Up To 10,000 Feet Of Gross Floor Area		\$250.00	\$100.00	\$400	

Escrow Desposit**	\$1,000.00	\$1,000.00		
Over 10,000 Feet Of Gross Floor Area	\$500+ \$25.00 / 1K	\$250	\$400+ \$25.00 / 1K	
Escrow Desposit**	\$2,000.00	\$2,000.00		
Staff Review	\$150.00	\$75.00		
Staff Review Escrow	\$1,000.00	\$1,000.00		
Modification of an approved Plan	\$150.00		\$100.00	
DEVELOPMENT WITHOUT BUILDINGS	\$250.00		\$400	
Escrow Desposit**	\$1,000.00			
Contract Zone	\$1000 00 x \$750 00 x x x x x x x x x x x x x x x x x			
Contract Zone	\$1000.00 + \$750.00 per proposed lot			
Impact Assessment staff review	\$25.00/ hr			
Escrow Desposit**	\$2,000.00			
Town	Casco	Raymond	Naples	Poland
AMENDMENT TO APPROVED				
SUBDIVISION	\$500.00			
Escrow Desposit**	\$1,000.00			
	\$1,000.00			
REQUEST TO CHANGE ZONE CLASSIFICATION	\$250.00			
Escrow Desposit**	\$500.00			
REMOVE PROPERTY FROM ACQUIFER	Town Waiver Application Fee			
Staff Review	\$25.00 /hr			
Escrow Desposit**	\$500.00			
Appeals (fee returned if appeal				
approved)		\$100		
Commercial	<u>\$750.00</u>	\$235		
Residential	\$200.00			
Escrow Desposit**	\$500.00	\$500		
Cemetery Prices				
Resident - 1 plot (includes perpetual care)		\$400		
Non-Resident - 1 plot (includes perpetual care)		\$1,000		
Violating any provisions of the Cemetery Ordinance. Each day a violation occurs shall be deemed a		Not less than \$100 and not more than		
Each day a violation occurs shall be deemed a separate offense.		\$2,500, plus attorney fees & costs		
Disposition of Human Remains	\$20.00	1		\$20.00

Town		Casco	Raymond	Naples	Poland
Fire Department					
ire Report Request			\$25		
Patient's Treatment Record		\$5 for 1 st page & \$.45 for each additional, not to exceed \$250			
nspection of New Construction					
ess than 10,000 square feet or 100,000 cubic feet			\$70		
Nore than 10,000 square feet or 100,000 cubic feet			\$90		
nspection of Existing Construction					
ess than 10,000 square feet or 100,000 cubic feet			\$40		
More than 10,000 square feet or 100,000 cubic feet			\$60		
nspection of Additions/Alterations					
Less than 10,000 square feet (regardless of existing size)			\$20		
More than 10,000 square feet or 100,000 cubic feet			Required to use the fee schedule for new construction more than 10,000 square feet		
Review of Subdivisions			\$60		
Review of Each House in Subdivision after Completion			\$15		
nspection of Public Shows/Events			\$10		
Annual/bi-annual Inspections of Campgrounds, Schools, Summer Camps, Liquor Licenses			Free		
Bi-annual Inspection of Businesses, Churches, Town Buildings			Free		
Re-inspection for Violations			\$10 per inspection		
Motor Vehicle Accident Billing (FEMA rates per hour)					
Engine	\$200	\$200	\$350		\$135.00
Ariel Truck			\$500		
mbulance	\$125	\$125	\$200		\$100.00
quad (Rescue)	\$250	\$250	\$400		\$200.00
anker	\$125	\$125	\$200		\$120.00
service Truck / Command Vehicle	\$175	\$175	\$100		\$110.00
irefighter	\$35	\$35			\$35.00 / hr
EMT	\$35	\$35			\$35.00/ hr
oam	\$750	\$750			\$85.00 / bucket
Autual Aid Paramedic Intercept	\$250	\$250	\$300	\$275	\$100.00

Chapter Title	Zoning Section	Subsection Title
General	Section 1-9	Sale of Codes; Supplmentation
General	Section 1-10	Penalties for Tampering with Code
Animals	Section 7-4	Disturbing the Peace/Dangerouse Dog
Beach Use	Section 16-3	Violation and penalties
Cable Television	Section 28-4	Dgeneral Cable
Fire Dept.	Section 49-3	New Installations (Fire Access Equipt.)
Fire Dept.	Section 49-13	Automatic Adjustment of Mitigation
Fire Dept.	Section 49-22	Cost Recovery Billing Rates and Fees
General Assistance	Section 55-3.2	Confidentiality of GA Information (fines)
General Assistance	Section 55-6.3	Verificiation (GA)
Hazardous Material	Section 62-16	Appeals; Violation and Penalities (Hazardous Material)
Hazardous Material	Section 62-17	Permit Application fee (Hazardous Material)
Mass Gathering	Section 91-5	License required; fee and procedure
Mooring Regulations	Section 98-7	Mooring Standards
Mooring Regulations	Section 98-11	Enforcement; violations and penalties
Short Term Rentals	Section 139-3	Registration; annual renewal necessary
Short Term Rentals	Section 139-5	Complaints, penalities, violations and enforcement
		Parking on Certain Public Ways/Enforcement; violations
Vehicles and Traffic	Section 170-8	and penalities
Vehicles and Traffic	Section 170-16	Posted Ways/Administration and Violations
Solid Waste	Section 178-8	License fees
Solid Waste	Section 178-12	Violation and penalties
Municipal Waste	Section 178-19	Fees; violations an penalities
Floodplain		
Management	Section 200-4	Application fees and expert's fees
Floodplain		
Management	Section 200-10	Enforcement and penalities
Subdivision of Land	Section 210-5.1	Preliminary Plan Fee for Minor Subdivision
Subdivision of Land	Section 210-6.1	Preliminary Plan Fee for Major Subdivision
Subdivision of Land	Section 210-6.1	Preliminary Plan Fee for Major Subdivision
Subdivision of Land	Section 210-10.3	Enforcement/Violation and penalities
Subdivision of Land	Section 210-10.3	Enforcement/Civil penalty
Zoning	Section 215.6.1	Building permit, certificate of occupancy

Zoning	Section 215-6.2	Administration/violations and penalities
Zoning	Section 215-7.3	Application for site plan review
Zoning	Section 215-7.3	Application for site plan review

Fines or fees

Set by Fee Schedule In ordinance not more than \$100 In ordinance fine \$100 to \$500 In ordinance fine of \$25 Set by Fee Schedule Set by Fee Schedule Set by Fee Schedule Set by Fee Schedule In ordinance not more than \$100 In ordinance not more than \$100 In ordinance between \$250 and \$1,000 In ordinance fee \$1,000 and \$1,000+ in escrow account Appllication fee in ordinance; not- for profit \$1, for-profit \$100 (minor); and for-profit \$250 (major) Set by Fee Schedule In ordinance penalities between \$100 and \$2,500 Set by Fee Schedule In ordinance minimum fine of \$100 per day.

In ordinance, fine of \$50 or \$15 with waiver of court action In ordinance between \$250 and \$1,000 Set by Fee Schedule In ordinance, not more than \$100 plus costs Fees set by CNTSC; penalities not to exceed \$1,000 per violation

In ordinance fee \$50 or as set by fee schedule

Penalities defined in State Statutes Set by Fee Schedule Set by Fee Schedule In ordinance, escrow \$100 per lot In ordinance penalities not more than \$1000 In ordinance penalities between \$100 and \$2,500 Set by Fee Schedule

In ordinance fines between \$100 and \$2,500 Set by Fee Schedule Escrow amount not to exceed Fee schedule Hi Tony,

That sounds good. Also, I heard back from the wetland delineator I'd contacted and he said that the delineation and GPS locating of any wetland should cost ~\$1500- \$2000.

Thanks, Mike

Mike Morse, Principal Archipelago I Dana Street, 4th Floor Portland, ME 04101 (207) 558-0102 <u>mmorse@ArchipelagoNA.com</u>



From: Anthony Ward <award@cascomaine.org>
Sent: Wednesday, November 20, 2024 2:30 PM
To: Mike Morse <mmorse@archipelagona.com>
Subject: RE: Engineer proposal- Parker Pond Boat Launch

Mike,

Thank you very much. I will share this information with the Selectboard.

Tony

From: Mike Morse <mmorse@archipelagona.com>
Sent: Wednesday, November 20, 2024 2:21 PM
To: Anthony Ward <award@cascomaine.org>
Cc: Lucy Burnell <lburnell@archipelagona.com>
Subject: Engineer proposal- Parker Pond Boat Launch

Hello Tony,

I've heard back from Bill Gerrish at Northeast Civil Solutions (NCS) and he provided a quote for the engineering and surveying work, below, associated with the Parker Pond hand-carry launch and access road, as well as for the stormwater management design for both the launch/access road and the Town Office development.

If you have any questions about this or if you'd like me to schedule a meeting with NCS, please let me know. Otherwise, I'm also awaiting an estimate for the wetland delineation work and I will forward that to you once received.

Thank you, Mike

Mike Morse, Principal Archipelago I Dana Street, 4th Floor Portland, ME 04101 (207) 558-0102 <u>mmorse@ArchipelagoNA.com</u>



From: Bill Gerrish <<u>Bill.Gerrish@northeastcivilsolutions.com</u>>
Sent: Tuesday, November 19, 2024 8:26 AM
To: Mike Morse <<u>mmorse@archipelagona.com</u>>
Cc: Lucy Burnell <<u>lburnell@archipelagona.com</u>>
Subject: RE: Town of Casco

Good morning Mike,

I finally got a chance to prepare an estimate for the stormwater application in Casco. Parker Pond is listed as Most at Risk from Development, but it is not listed as Severely Blooming, so we have the option to meet the Phosphorus Standards or the General Standards, along with the Basic Standards. In general, I would anticipate our scope to include the following:

- Attend a pre-application meeting with the DEP.
- Conduct a field topographic survey of the areas constructed after 2005 including the area of the proposed hand carry boat launch.
- Generate an existing conditions plan of the site utilizing the topographic survey information supplemented with LIDAR data as needed.
- Prepare design plans, sections, details and notes for all required stormwater mitigation facilities and the hand carry boat launch.

Prepare an erosion and sedimentation control plan with notes and details conforming with the Basic Standards.

- Prepare pre- and post-development drainage plans.
- Prepare stormwater calculations for the General Standards or Phosphorus Standards submission.
- Prepare a stormwater report including a drainage narrative, inspection and maintenance plan, and a housekeeping plan.

I am assuming that Archipelago will complete the following:

- Complete the stormwater permit application form and fee worksheet.
- Assemble the proof of right, title or interest.
- Prepare and submit the public notice and abutter notifications.
- Assemble the project photos.
- Prepare the NRPA PBR for the boat launch.
- Assemble and submit all application materials.

Our estimated fee for the NCS scope items listed above is \$22,800.

Thank you for this opportunity and please let me know if you have any questions or if you feel that any changes to our proposed scope and fee are warranted.

Bill

Bill Gerrish, PE, PLS

Vice President

(work) 207.883.1000 x106

www.northeastcivilsolutions.com

From: Anthony Ward <<u>award@cascomaine.org</u>>
Sent: Tuesday, October 29, 2024 4:06 PM
To: Mike Morse <<u>mmorse@archipelagona.com</u>>
Subject: RE: Past construction

Mike,

The current Town Office began construction in 2016. The annex (or previous Town Office) was constructed during the summer 2005.

Tony

From: Mike Morse <<u>mmorse@archipelagona.com</u>>
Sent: Tuesday, October 29, 2024 3:53 PM
To: Anthony Ward <<u>award@cascomaine.org</u>>
Subject: Past construction

Hi Tony,

Do you know when the construction began for the new town office building as well as for the other building (furthest in on the lot that served as interim town office) on the town's property? The narrowest I can determine is that the town office was developed sometime between May 2016 and May 2018, and the other development was between January 2003 and August 2006. If you are not sure, is there someone else that works for the town who I could contact that would know?

Thanks, Mike

Mike Morse, Principal Archipelago I Dana Street, 4th Floor Portland, ME 04101 (207) 558-0102 <u>mmorse@ArchipelagoNA.com</u>



Section 1: General Information

Applicant Name(s): Town of Casco					
Contact Person: Anthony Ward					
Mailing Address: 635 Meadow Road					
City: Casco	State: Maine	State: Maine Zip: 04015			
Daytime Phone No.: 207-627-4515 Ext. 201	Email: award@cascomain	Email: award@cascomaine.org			
Has this projected received FE	s this projected received FEMA or Insurance funds?		🛛 No		

NOTE: The following sections of this application request specific project-related information. If warranted, pictures, maps, exhibits, diagrams, survey summaries, etc., should be included with the application. Please be concise. If additional space is required, please attach supplemental sheets.

For those applying for Municipal Stream Crossing Program, Section 2, parts A, B, and F have additional information that is required, fill out the lines that say "<u>Additional information needed for</u> <u>MSC</u>". That information is not applicable for Maine Infrastructure Adaptation Fund.

Section 2: Project Information

A. <u>Project Location</u>

Provide latitude/longitude (decimal degrees), abutting street name(s), and additional project location references. Feel free to attach designs/ diagrams, maps, etc. that will help provide a clear description of the proposed scope and location.

See attached location map. The project is located on Edwards Road adjacent to Davis Brook Road. Latitude/Longitude: 43.992902 N, -70.458570 W

Additional information needed for MSC:

Review MaineDOT public <u>MapViewer</u> to ensure structure is located on a municipal owned facility (town way) and provide the MaineDOT Bridge Number.

Edwards Road is considered a Townway on the MaineDOT Public Map Viewer. The existing structure does not appear to have a MaineDOT Bridge Number.

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Item 12.#

B. <u>Project Summary</u>

Describe the proposed crossing replacement/ infrastructure adaptation project including vulnerable assets, asset age and condition, as well as the natural hazards magnified by climate change, potential risk to system, and proposed improvements.

To reduce frequent flooding and road damage at the culvert. The Town of Casco notes that the road has overtopped at least 5 times in the previous 2 years. The existing culverts regularly becomes obstructed by debris, with Town officials being forced to clean out the debris 4 times in the previous 2 years. Hydraulic and hydrologic modeling confirms the reported capacity issues and the modeling shows that the existing crossing is undersized for the flows the culvert receives. The Edwards Brook watershed is 1.78 square miles with peak 100-year flows at Edwards Road of 521 cfs. The stream channel is relatively steep upstream of Edwards Road and then flattens significantly before discharging to Crescent Lake, approximately 1,200 feet downstream of the road.

Additional information needed for MSC:

Please include the following information in your project summary:

Structure type, shape, material, streambed material in structure, number of culverts at crossing, length, width, height, age of structure, and clearance (distance between material at bottom of culvert or streambed and top of inside of culvert).

The existing culvert crossing includes two (2) HDPE round culverts. One culvert is 48" in diameter while the other culvert is 24" in diameter. The crossing length is approximately 50 feet long. The existing structures do not appear to have streambed material in the structure. Exact age of the existing structures is unknown, but it appears they were built before 2010 (date of the Maine Stream Habitat Viewer survey). The clearance is 48", which matches the diameter of the larger culvert.

If available also include the identification of crossing (Crossing ID#) found in the <u>Maine</u> <u>Stream Habitat Viewer</u>. If not present in stream habitat viewer, provide accurate coordinates (in decimal degrees).

8768

C. Infrastructure Resiliency and Future Climate Conditions

Demonstrate climate change impacts or vulnerability to hazards and provide documentation of historic events.

As mentioned above, the Town has records of Edwards Road overtopping at least 5 times

since 2021. The Town Manager does not have access to documentation prior to 2021, but it likely has overtopped the road before 2021 as well. Approximately 200 feet upstream of this crossing, Edwards Brook crosses under the private Davis Brook Road. This crossing has washed out multiple times, with the residents of Davis Brook Road responsible for repairing the culvert to allow passage on Davis Brook Road.

Describe how the proposed project will reduce the asset's vulnerabilities.

The proposed project will replace the two culvert barrels with a single, larger box culvert, sized to meet 1.2 times the bankful width and the MaineDOT 100 year headwater standard. The 100-year peak flow design flow is 521 cfs based on Streamstats. This will reduce the risk of failure on Edwards Road by allowing stormwater to flow more naturally through the crossing structure.

Provide details on how climate change projections and data have or will be considered and incorporated into the project design. (i.e. How will the crossing be upsized, or facility be raised in elevation.)

The crossing has been upsized based on the 1.2x bankfull width standard and the MaineDOT 100-year headwater standard. The roadway will be raised in elevation by approximately three (3) feet over the new culvert to accommodate the additional structure rise, to improve cover depth above the culvert, and to reduce the risks of more frequent heavy rainstorms overtopping the roadway from climate change.

Additional Resources:

<u>Maine Geological Survey: Maine's Geological Hazards, Sea Level Rise/Storm Surge</u> <u>The Nature Conservancy: Culvert Flood Risk Explorer</u> <u>Maine Flood Hazard Map</u>

D. Public Safety and Emergency Management

Describe the risk to public safety associated with vulnerable infrastructure and which groups (business, general public etc.) will benefit from the project.

The risk to public safety arises from heavy rainfall events overtopping the road and making the road impassable. Additional risk arises from stormwater backing up on the inlet side of the culvert and affecting the drainage of the upstream Davis Brook Road culvert, which has washed out entirely multiple times and cuts off access to the dead end Davis Brook Road. Residents living adjacent to the culvert and the general public would benefit from the project because it will reduce the risk of road failure on Edwards Road and Davis Brook Road. Residents of both Casco and Raymond use Edwards Road to access Route 11, Crescent Lake, and the Town of Casco to the west, and Raymond, Gray, and Interstate 95 to the east. An underground communications conduit is located in Edwards Road over the culvert. This conduit could be damaged during flooding events if the road washes out.

Additional Resources: The Nature Conservancy: Resilient Land Mapping Tool

Describe (if applicable) the safety and impact to communities including detour lengths, identifying any critical infrastructure cut-off from access if the vulnerable infrastructure were to fail, number of businesses and home cut-off, average annual daily traffic (AADT) using MaineDOT's Public Viewer.

The detour length would be approximately 10 miles, cutting off a valuable thoroughfare for residents of both Casco and Raymond. Commuters from Casco toward I-95 may have a much longer commute to access the highway. Consolidated Communications could lose a communications conduit if the vulnerable culvert were to fail. If the culvert on Davis Brook Road failed, at least 5 Casco residences would be cut off from Town services, including emergency services. The factored AADT from the MaineDOT's Public Map Viewer is 370.

Additional Resources: <u>MaineDOT's MapViewer</u>

Describe (if applicable) how this project will benefit public health.

Increasing the flow capacity of this culvert will reduce flood damage and access limitation. The larger culvert would also reduce the discharge of sediment contamination into Crescent Lake.

Provide documentation and description of flooding or overtopping and any associated damage.

According to the Town, the roadway has been overtopped at least 5 times since 2021, including December 23, 2022, and more recently on May 1, 2023; August 8, 2023; December 8, 2023; and December 28, 2023. The crossing regularly becomes obstructed by debris and requires cleaning/debris removal: this occurred at least three times in 2023 and once in 2022. The upstream culvert on Davis Brook Road has failed several times, requiring the residents of Davis Brook Road to pay for roadway and culvert repairs. In 2017, the Town spent \$411,224 to repair a separate culvert on Edwards Road in a similar watershed.

Each of these storms has similar causes and effects: the lack of capacity of the culverts contribute to flooding in the area north of the roadway (between Edwards Road and Davis Brook Road). No damage has occurred to Edwards Road, yet, but Davis Brook Road is repeatedly washed out by flooding.

See photos of flooding in Attachment #2. The Town also has video footage of high-water events at this crossing.

Additional Resources: Culvert Flood Risk Explorer | Maine (tnc.org)

Describe whether a new design will eliminate or greatly reduce current maintenance costs.

The new design, adhering to StreamSmart guidance and the MaineDOT 100-year headwater criteria, will greatly reduce maintenance costs of clearing debris at the undersized existing culverts. Backed up water on the inlet side should be able to flow more freely and reduce concerns of culvert failure on Davis Brook Road. The new design may not eliminate future flooding but it should greatly reduce maintenance costs and the frequency of road closures.

Amount of money spent on maintenance or failures of the vulnerable infrastructure and description and documentation of maintenance history or recent damage, if applicable.

No funds have been expended at this crossing, aside from staff costs for time spent on maintenance at this crossing.

E. <u>Community, Economic, and Environmental Benefits</u>

Describe how this project directly improves physical, social, and economic development within the community. (i.e. How would this project support the goals of a town's comprehensive plan or improve the overall function of the community?)

This project is located close to Crescent Lake, an important resource for Casco, Raymond, and the surrounding community. The Casco Town Beach on Crescent Lake is located less than half a mile away from this crossing, and several summer camps, campgrounds, and private residences utilize Crescent Lake. Failure of the crossing could result in sedimentation of Crescent Lake, affecting water quality for this important resource. The Nonpoint Source (NPS) Watershed Projects identified Crescent Lake as a Priority Watershed, Most at Risk. The Crescent Lake Watershed Association, formed in 2009, has leveraged Maine DEP, the Towns of Raymond and Casco, adjacent summer camps, and environmental consultants to complete two separate projects to improve the watershed and water quality of Crescent Lake. The first watershed project, completed between 2011 and 2013, noted that the Town of Casco has assisted in improving the Crescent Lake Watershed by replacing undersized culverts on Edwards Road with concrete box culverts, improving public safety, fish passage, and water quality. The Crescent Lake Watershed Association notes that the direct watershed covers 6.1 square miles, with Crescent Lake ultimately flowing to Sebago Lake, a public water source for over 45,000 households in Maine. This culvert project aligns with the goals of the Crescent Lake Watershed Association in reducing sediment and pollutant (phosphorus) loading to Crescent Lake.

The roadway is one of three roads that connect the Towns of Raymond and Casco. The loss of this roadway would force the residents of Raymond to drastically alter their transportation routes with a detour of approximately 10 miles. The repairs of this culvert would additionally positively affect the residents of Davis Brook Road and minimize the continued flooding of their private roadway.

Describe how the project will improve community resilience at, adjacent to, and beyond the project site, and how outcomes will benefit the public.

This project will improve resilience of the road for Casco and Raymond residents. With the adjacence to Crescent Lake, the project should improve water quality and fish passage for Edwards Brook and Crescent Lake. Improvement to Crescent Lake benefits all users of the lake and also benefits the water quality of Panther Pond and Sebago Lake, which ultimately receive the waters of Crescent Lake. According to the Crescent Lake Watershed Association, the lake is developed with over 290 seasonal and year-round homes, a commercial campground, several private youth camps, two public beaches, one formal boat access and an extensive network of private unpaved camp roads. Each of these groups should benefit from the project by improving the resiliency of Edwards Road and Davis Brook Road, while improving the water quality of the important Crescent Lake.

Describe the presence of environmental resources nearby such as significant wildlife habitats, vernal pools, endangered species presence, etc.

See attached for a wetland delineation report and for the endangered species list from the United States Department of the Interior. The wetland delineation report identified and mapped seven (7) wetlands within the survey area adjacent to the Edwards Road culvert. Each wetland was identified preliminarily as Wetlands of Special Significance, because of their presence of being within 25 feet of a stream. One potential vernal pool was identified within the survey area adjacent to Davis Brook Road, however, a determination of significance could not be made without further consultation with the Maine Department of Inland Fish and Wildlife. The endangered species list did not identify any critical habitats within the project area. As described previously, the culvert crossing is located just upstream of the Edwards Brook outlet into Crescent Lake, with water quality of Edwards Brook directly affecting the water quality of Crescent Lake.

Additional Resources: BwH Map Viewer

Maine Stream Habitat Viewer

F. Project Scoping and Design

Describe whether the project is scoping and design, or implementation/construction.

The project will be for implementation and construction. The Town of Casco has already hired a consultant to complete design plans and permitting through the United States Army Corps of Engineers.

Note: Municipal Stream Crossing projects must result in completed construction.

Provide a bulleted list of proposed specific improvements organized by task, including work to be completed, methodology, deliverables, and project team members.

Work completed by the awarded Contractor will include:

- Mobilization
- Implementation of Traffic Control Plan
- Implementation of Erosion and Sedimentation Control Plan
- Clearing of brush and debris
- Trench excavation of Edwards Road
- Implementation of Dewatering Plan and Stream Bypass Plan
- Removal of the existing culverts.
- Subgrade preparation for new box culvert.
- Installation of New Box culvert.
- Backfill of excavation areas.
- Re-grading of embankments.
- Site restoration, including proposed grading, installation of riprap, and Edwards Road restoration.
- Installation of new guardrail.

Describe (if applicable) design efforts that have been completed to date on the proposed project and attach any completed design information, and proposed schedule for design or implementation completion.

- All projects must at least provide an estimated construction start and end date.
- Commitment that applicant has or will obtain necessary Army Corps of Engineers and Maine DEP Natural Resources Protection Act permits for this project.
- Photos of the project area that demonstrate facility condition. For stream crossings, photos should be provided looking at the crossing from downstream and upstream, inside of the structure, and any safety conditions.

See attached for the following:

- Plan over Profile drawing for Edwards Road
- Opinion of probable construction cost.
- Project Site Photos

It is our understanding that the project would be exempt from Maine DEP permitting per the Maine DEP NRPA 38 MRSA Section 480-Q.2-D (Existing Crossings). However, if DEP does require permitting, the applicant commits to obtaining the necessary permits.

The proposed schedule for design completion depends on if grant funding is awarded. The plans are currently almost complete, pending review of the plans and permit application by the United States Army Corps of Engineers. The consultant is prepared to finalize the design plans after review of the plans and permit application by United States Army Corps of Engineers.

Additional information needed for MSC:

Please include the following information in your project scoping and design:

Stream Measurements and field work (measured bankfull width, estimated/modelled bankfull width, preliminary crossing width. If fieldwork has not been completed, provide date when it will be completed. For fieldwork techniques, refer to <u>Stream Smart Field</u> <u>Work Video</u> and <u>Maine Stream Smart Road Crossing Pocket Guide</u>.

See attached for bankfull width measurements taken in the field.

Bankfull width estimates and modelling resources: <u>Maine Stream Habitat Viewer</u> Any crossing projects must meet <u>MaineDOT's 100-year flood standard</u> and will be sized to be 1.2 times bankfull width.

As noted in the above, see attached for bankfull width measurements taken in the field. Additionally, see attached for a hydraulic capacity check from MaineDOT. The design will adhere to both the 1.2 times bankfull width standard and the MaineDOT's 100-year flood standard.

An engineer has or will be retained to assist with project design, note whether existing plans for project are available, final plans must be stamped by Maine Licensed Engineer prior to construction.

Gorrill Palmer – An LJB Engineering Company has been retained to assist with project design. The current plan and profile of the design is attached. Final plans will be stamped by a Professional Engineer licensed in the State of Maine.

Commit that structure design will be shared with and reviewed by MaineDOT's bridge maintenance office during the design process for any structure spans proposed greater than 10FT. This is to provide any additional advice that should be considered during design. Maine DOT's Bridge Maintenance Division (<u>ben.foster@maine.gov</u> or <u>ron.taylor@maine.gov</u>) will be assessing those projects. For more information, refer to <u>MaineDOT's Bridge Design Guide</u> and <u>MaineDOT's Policies and Laws related to</u> Bridges in Maine.

The structure design will be shared with and reviewed by Maine DOT's Bridge Maintenance Office for the proposed 12' span structure.

Additional resources: <u>StreamStats</u>

G. Schedule:

Provide detailed timeline of project tasks with anticipated completion dates for the project, including deliverables, likelihood of project success based on support of landowners and public, funding feasibility, technical, financial, and management capacity, and regulatory hurdles.

The project design will be finalized this summer, 2024. The implementation of construction hinges on the allocation of funding from this grant program. If grant funding for this project is allocated, we anticipate the construction would begin in July 2025. A new source of funding would need to be identified to construct this project if grant funding is not allocated. The Town is committed to replacing this culvert because of the ongoing flooding issues and public safety concerns.

We are confident in the likelihood of project success, with adjacent landowners supporting the project. Gorrill Palmer has designed and permitted several culvert crossings similar to this project; we do not anticipate regulatory hurdles with this project.

Provide all applicable public meeting dates including Town Council or Select Board meeting for the project, for the budgetary approvals of funding, and local match.

The Town of Casco Selectboard has met regarding this project at least three (3) times, on the following dates: May 16, 2023; January 9, 2024; and February 6, 2024.

According to the Town Manager, the Town will fund 100% of the project if over \$200,000. If the project is under \$200,000, the Town proposes a \$25,000 funding match.

Provide any public engagement activities that have occurred to date.

The Town Manager has conducted public outreach regarding this culvert on the following

dates: May 2, 2023; June 1, 2023; August 8, 2023; December 28, 2023; January 5, 2024; March 1, 2024; and March 12, 2024.

H. Budget:

Provide detailed budget by completing table below.

Estimated Cost of Infrastructure Project	Preliminary or Final Design, Engineering, and Environmental Permitting	\$ 34,510
	Construction	\$ 405,200
	Construction Engineering and Oversight (CE)	\$ 8,500
	Total Value of Project (add lines 1 through 3)	\$ 448,210
Sources of Funds	Funds from FEMA or Insurance	\$ 0
	Total Cash or In-kind Contributions ¹	
	Total funds leveraged ² from other sources	
	Funds Requested from MaineDOT ³	\$ 200,000

¹ Local Match Contributions:

- Local match cash is those funds that are raised and or appropriated by the town.
- For Maine Infrastructure Application Fund projects, a minimum match of 5% of total project cost is required.
- For Municipal Stream Crossing projects, a minimum \$5,000 match is required.
- ² Ability to leverage other funds: The benefit to the community is such that other funding sources are being garnered in support of this project. Projects not covered by Federal Emergency Management Agency (FEMA) disaster funds, and that demonstrate that damage is not covered by insurance, where all emergency relief available has been exhausted, will be prioritized.
- ³ Funds available to be requested from DOT:
 - For Maine Infrastructure Application Fund projects, applicants may request up to \$75,000 to support scoping and design, and \$4,000,000 to support match for construction or for direct construction costs.
 - For Municipal Stream Crossing projects, applicants may request up to \$200,000.

Please detail the source of local match.

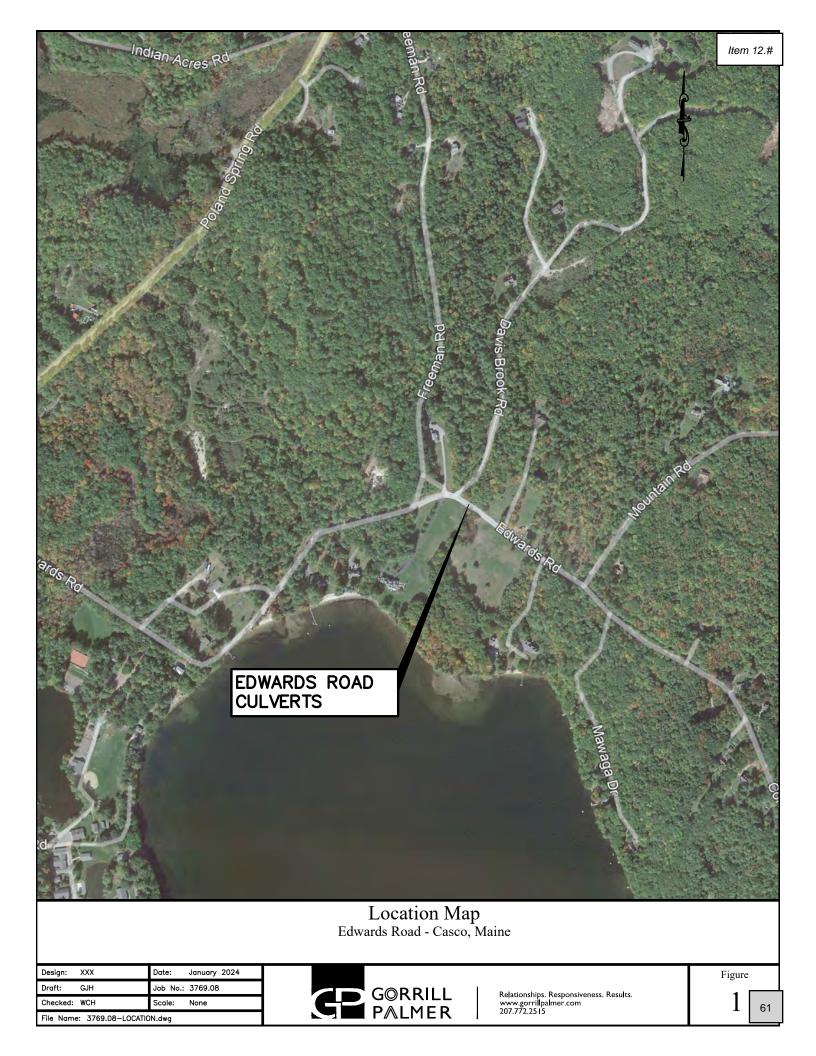
The source of the local match comes from the Town of Casco's Capital Improvement funding.

Attachments:

- Attachment 1
 - Location Map
- Attachment 2
 - Project Site Photos
- Attachment 3
 - o Bankfull Width Measurements (taken in the field)
- Attachment 4
 - Wetland Report and Delineation
- Attachment 5
 - o IPAC Official Species List U.S. Department of the Interior
- Attachment 6
 - Plan and Profile Drawing Edwards Road Culvert Replacement
- Attachment 7
 - Opinion of Probable Construction Cost
- Attachment 8
 - Hydraulic Capacity Check MaineDOT 100-Year Flood Standard

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Attachment 1



Attachment 2

Edwards Road Culvert, Casco, Maine



Inlet – 18" and 48" HDPE Culverts (taken May 4, 2023)



Inlet – Looking Upstream (taken May 4, 2023)

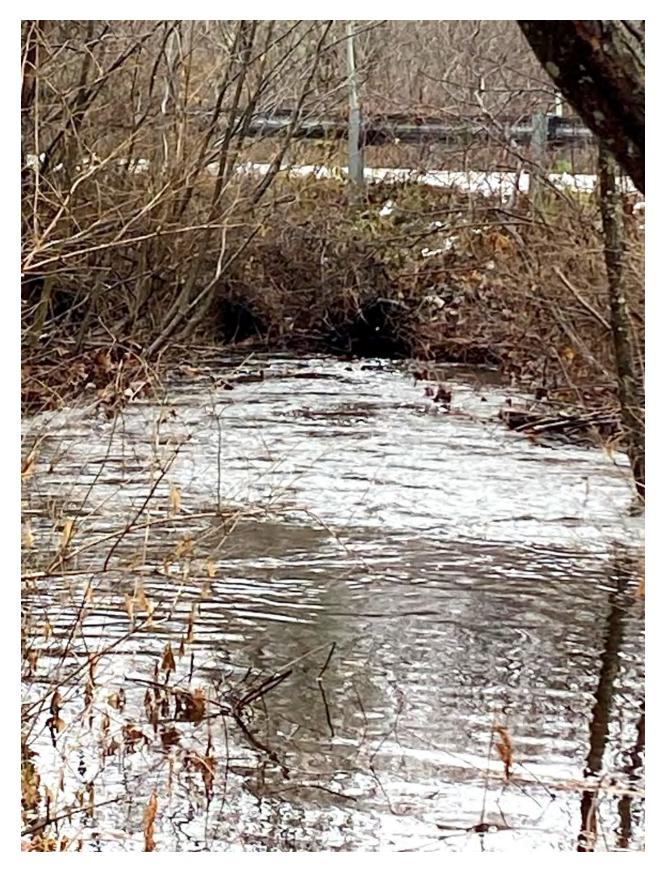


Outlet – 18" and 48" HDPE Culverts (taken May 4, 2023)



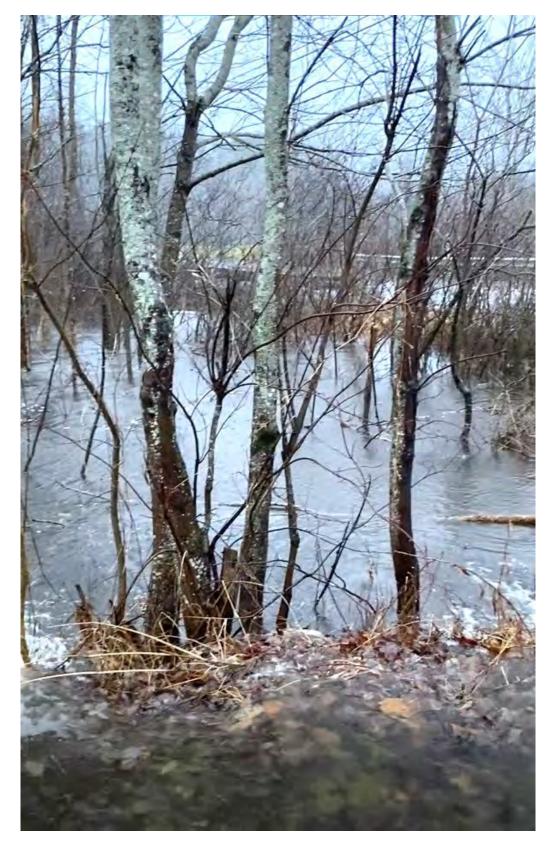
Outlet – Looking Downstream (taken May 4, 2023)

Edwards Road Culvert, Casco, Maine



High Water – Looking at Culvert Inlet from Davis Brook Road (taken December 11, 2023)

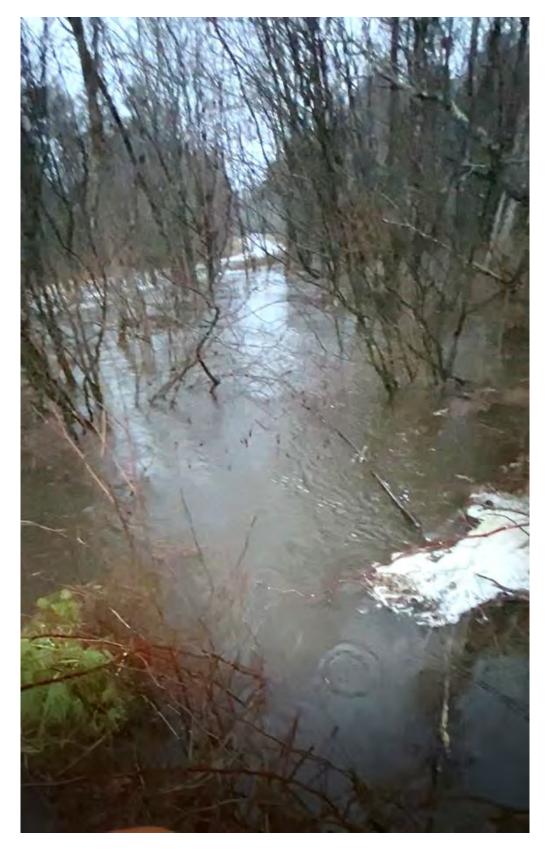
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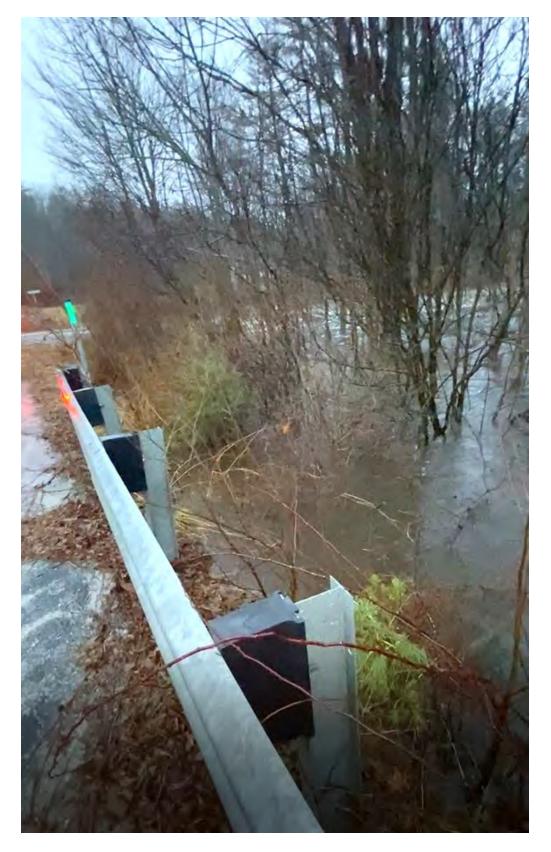
High Water – Looking at Culvert Inlet from Davis Brook Road (taken December 2023)



High Water – Looking at Culvert Inlet from Davis Brook Road (taken December 2023)



High Water – Looking at Culvert Inlet from Edwards Road (taken December 2023)



High Water - Looking at Culvert Inlet and Toward Davis Brook Road (taken December 2023)



High Water – Looking at Culvert Outlet from Edwards Road (taken December 2023)

Attachment 3

EDWARDS ROAD)
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Item 12.#

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Relationships. Responsiveness. Results. www.gorrillpalmer.com 207.772.2515

inch = 60

ft.

120

Attachment 4



Memorandum of Findings

Date: January 23, 2024

To: Will Haskell, PE (Gorrill Palmer)

From: Rue Thurrell (Flycatcher LLC)

Cc: Rich Jordan (Flycatcher)

Subject: Edwards Brook – Natural Resource Survey Results: Casco, Maine

On December 22, 2023, Flycatcher completed a wetland, waterbody, and potential vernal pool survey on approximately 1.2-acres, at the intersection of Edwards Brook and Edwards Road, in Casco, Maine (the Survey Area). The Survey Area location is shown on Figure 1 – USGS Location Map, and natural resource survey results are shown on Figure 2 – Natural Resources Map, in Attachment 1. Summary wetland and stream data is provided in Attachment 2. Photographs of representative mapped wetlands, potential vernal pools, and streams are presented in Attachment 3.

Methods

Wetlands

Wetland delineations were conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual¹ and the Northcentral and Northeast Regional Supplement (Version 2.0).² The manual and supplement provide a repeatable methodology to identify wetland areas and are the accepted wetland delineation methodology of the Maine Department of Environmental Protection (MDEP) and the USACE.

The Survey Area was investigated by a wetland scientist via a meander survey. When a location was observed to have the requisite three factors that constitute a wetland (i.e., hydrophytic vegetation, indicators of hydrology, and the presence of hydric soils) the boundaries were marked with pink survey flagging labelled with the words "Wetland Delineation," numbered in sequential order, and collected via GPS.

Waterbodies

The boundary of a waterbody is identified by an "Ordinary High-Water Mark", as defined by the USACE as "that line on the shore established by the fluctuations of water and indicated by physical characteristics such as: 1) a clear, natural line impressed on the bank; 2) shelving; 3) changes in the character of soils; 4) destruction of terrestrial vegetation; or 5) the presence of litter and debris. If a waterbody meeting the above definition was observed, blue survey flagging was hung, and GPS data collected, along the top of the bank.

¹ Environmental Laboratory. (1987). *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1, U.S. Army Corps of Engineers Waterways Experiment Station. Vicksburg, MS.

² USACE (2011). *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast region* (*Version 2.0*), ed. J.S. Wakely, R.W. Lichvar and C.V. Noble, and J.F. Berkowitz. ERDC/EL TR-08-27. Vicksburg, MS: U.S. Army Engineer Research and Development Center.



Streams

Stream identification followed the Natural Resources Protection Act (NRPA) definition of a "river, stream or brook" (38 M.R.S. §. 480-B9). If a stream meeting the above definition was observed, blue survey flagging was hung, and GPS data collected, along the centerline for streams less than six feet in width, or along the top of the bank for streams six feet or wider.

Potential Vernal Pool Survey

Since the on-site mapping was conducted outside the vernal pool breeding season, the Maine Association of Wetland Scientists (MAWS) Vernal Pool Technical Committee Vernal Pool Survey Protocol for performing nonbreeding season potential vernal pool (PVP) surveys was followed (April 2014)³. If a PVP was observed, the center point was collected by GPS.

GPS Location

Features (e.g., wetlands and streams) mapped during the survey were geolocated using a mapping grade global positioning system ("GPS") unit (Juniper Systems' Geode GPS Antenna and ESRI's ArcGIS Collector software). The data are collected using real-time correction and standards specified by the manufacturer to achieve sub-meter accuracy.

Results

Survey Area Description

The Survey Area is located at the intersection of Edwards Road, Edwards Brook, and Davis Brook Road, in Casco, Maine. The Survey Area is located 0.15 miles north of Crescent Lake. Topography is generally higher along the Edwards Road and Davis Brook Road fill extensions, and slopes down to areas containing streams and wetlands within the Survey Area. The surrounding land use is a mix of residential and undeveloped forested areas.

Wetlands

Seven wetlands were mapped within the Survey Area. Summary descriptions of wetlands including cover type⁴, vegetation, hydrology, hydric soil indicators, and preliminary WoSS determinations, are provided in Table 1, below. The location of wetlands mapped within the Survey Area are depicted on Figure 2, in Attachment 1.

Waterbodies

No waterbodies were identified within the Survey Area.

Streams

Two streams were mapped within the Survey Area. Summary descriptions are provided in Table 2, below. The location of each stream is depicted on Figure 2, in Attachment 1.

Potential Vernal Pools

One potential vernal pool (PVP) was identified within the Survey Area. Davis Brook Road created an area of ponded water which has the potential to be a vernal pool. As the origin of the pool appears to be human made, it is unlikely

³ MAWS (2014). Vernal Pool Technical Committee Vernal Pool Survey Protocol. Section 3.4.4. April 2014.

⁴ Wetland classifications per USFWS' Cowardin et al. 1979 (<u>https://www.fws.gov/wetlands/Documents/Classification-of-Wetlands-and-Deepwater-Habitats-of-the-United-States.pdf</u>).



that this pool would be determined to be significant, however a determination of significance cannot be made without further consultation with the Maine Department of Inland Fish and Wildlife. The PVP is approximately ten by seven feet and was six inches deep at the time of this delineation. The PVP is located in wetland W-MFT-7. The location of the potential vernal pool is depicted on Figure 2, in Attachment 1.

Thank you for the opportunity to assist you with natural resource surveys for this project. If you have any questions regarding the results provided in this report, please do not hesitate to contact me or Rich Jordan (rich@flycatcherllc.com).

Respectfully submitted,

Rue Thurrell

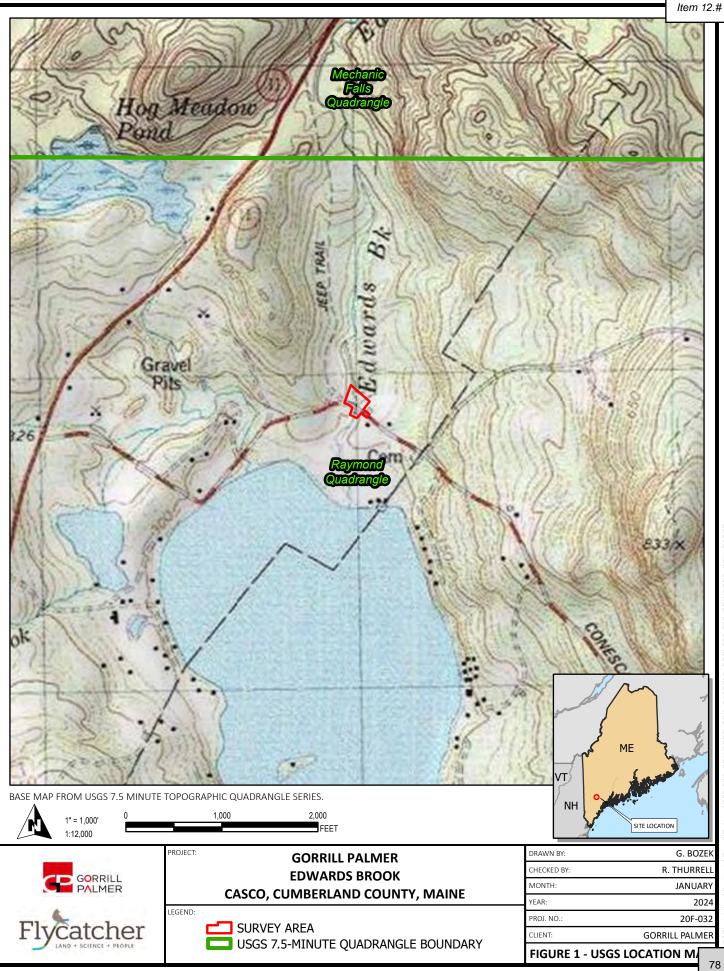
Rue Thurrell, Biologist and Environmental Scientist Flycatcher LLC

Attachment (3)



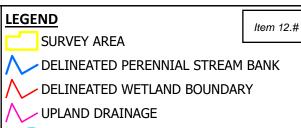
ATTACHMENT 1

Figure 1. USGS Location Map Figure 2. Natural Resources Map

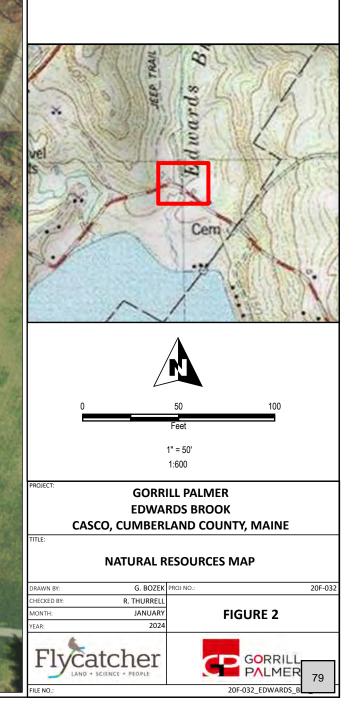




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- DELINEATED PERENNIAL STREAM
- DELINEATED WETLAND
- CULVERT
- Ø POTENTIAL VERNAL POOL





ATTACHMENT 2

Delineated Natural Resource Summary Tables



Resource ID	Dominant Covertype ¹	Hydrology Indicators	Dominant Vegetation	Hydric Soil Indicators	WoSS ²	Description	
W-MFT-1	PSS	 A3. Saturation, B9. Waterstained leaves, B2. Sediment Deposits, B3. Drift Deposits, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	Speckled alder (Alnus incana), common winterberry (Ilex verticillata), red osier dogwood (Cornus sericea), broad-leaf meadowsweet (Spiraea latifolia), reed canary grass (Phalaris arundinacea), sensitive fern (Onoclea sensibilis), bristly dewberry (Rubus hispidis)	A11. Depleted Below Dark Surface	Yes, Portions within 25 ft of a stream.	Riparian wetland to S-MFT-1. Located south of Edwards Road.	
W-MFT-2	PFO/PSS	 A3. Saturation, B9. Waterstained leaves, B2. Sediment Deposits, B3. Drift Deposits, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	Red maple (Acer rubrum), green ash (Fraxinus pennsylvanica) , speckled alder, common winterberry, Morrow's honeysuckle (Lonicera morrowii), sensitive fern			Riparian wetland to S-MFT-1. Located south of Edwards Road. Continues out of the Survey Area to the south.	
W-MFT-3	PFO	 A2. High water table, A3. Saturation, B2. Sediment Deposits, B3. Drift Deposits, B9. Water- stained leaves, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 			Yes, Portions within 25 ft of a stream.	Riparian floodplain wetland to S-MFT-1 and S-MFT-2. Located north of Edwards Road. Continues out of the Survey Area to the north.	
W-MFT-4	PFO	 A2. High water table, A3. Saturation, B9. Waterstained leaves, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	Red maple, green ash, American elm, speckled alder, Morrow's honeysuckle, sensitive fern	A11. Depleted Below Dark Surface	Yes, Portions within 25 ft of a stream.	Riparian floodplain wetland to S-MFT-1 and S-MFT-2. Located east of Davis Brook Road. Continues out of the Survey Area to the north.	

Table 1. Wetland Summary



Resource ID	Dominant Covertype ¹	Hydrology Indicators	Dominant Vegetation	Hydric Soil Indicators	WoSS ²	Description
W-MFT-5	PFO	 A2. High water table, A3. Saturation, B9. Waterstained leaves, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	speckled alder, common winterberry Dark		Yes, Portions within 25 ft of a stream.	Riparian wetland to S-MFT-1. Located northeast of the intersection of Davis Brook Road and Edwards Road.
W-MFT-6	PFO/PSS	 A2. High water table, A3. Saturation, B9. Waterstained leaves, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	Red maple, American elm, black ash, speckled alder, Morrow's honeysuckle, sensitive fern	A11. Depleted Below Dark Surface	Yes, Portions within 25 ft of a stream.	Riparian wetland to S-MFT-1. Located northwest of the intersection of Davis Brook Road and Edwards Road.
W-MFT-7	PFO	 A2. High water table, A3. Saturation, B9. Waterstained leaves, B10. Drainage patterns, C4. Presence of reduced iron, D2. Geomorphic position, D5. FAC-neutral test 	Red maple, green ash, speckled alder, white pine (Pinus strobus), eastern hemlock (Tsuga canadensis), Morrow's honeysuckle, sensitive fern	A11. Depleted Below Dark Surface	Yes, Portions within 25 ft of a stream.	Riparian wetland to S-MFT-1. Located west of Davis Brook Road. Continues out of the Survey Area to the north.
	 Wetland classifications per USFWS' Cowardin et al. 1979 (<u>https://www.fws.gov/wetlands/Documents/Classification-of-Wetlands-and-Deepwater-Habitats-of-the-United-States.pdf</u>). WoSS determinations per MDEP. Natural Resources Protection Act. Chapter 310. Wetlands and Waterbodies Protection Rules. Section 4. A. Wetlands of Special Significance. 					



Resource ID	Flow Regime	Flow Direction	Dominant Substrates	Approximate Width (ft)	Approximate Water Depth (in)	Associated Resources	Description
S-MFT-1	Perennial	South	Boulder, rock, gravel, sand	7 - 30	8 - 26	S-MFT-2, W- MFT-1, 2, 3, 4, 5, 6, and 7	Perennial Edwards Brook, a tributary to Crescent Lake. Enters the Survey Area from the northwest, travels through the Survey area and through culverts under Davis Brook and Edwards Roads and continues out of the Survey Area to the south.
S-MFT-2	Perennial	South	Rock, gravel, sand	9 - 14	8 - 12	S-MFT-1, W- MFT-3, W- MFT-4	Intermittent stream enters the Survey Area in the northeast and joins S-MFT-1. Located in northeast part of the Survey Area.

Table 2. Stream Summary



ATTACHMENT 3

Representative Photographs





Edwards Road where it crosses Edwards Brook.



View of wetland W-MFT-1 from Edwards Road.





Wetland W-MFT-1 and stream S-MFT-1, Edwards Brook, south of Edwards Drive.

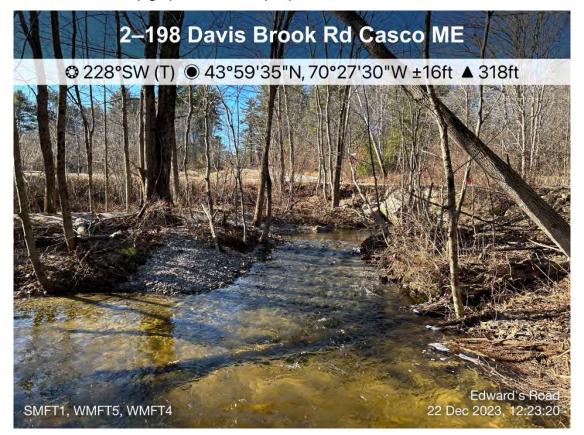


Wetland W-MFT-2 and stream S-MFT-1, Edwards Brook, south of Edwards Road.





Wetlands W-MFT-3 (right) and W-MFT-4 (left) and stream S-MFT-2, north of Edwards Road.

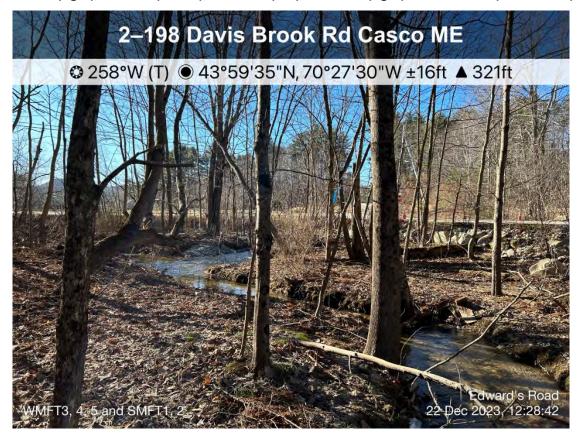


Stream S-MFT-1 and wetlands W-MFT-4 (right) and W-MFT-5 (left), east of Davis Brook Road.





S-MFT-1 (right), S-MFT-2 (center), W-MFT-3 (left), W-MFT-4 (right) and W-MFT-5 (center back).



Same resources as above with more perspective.



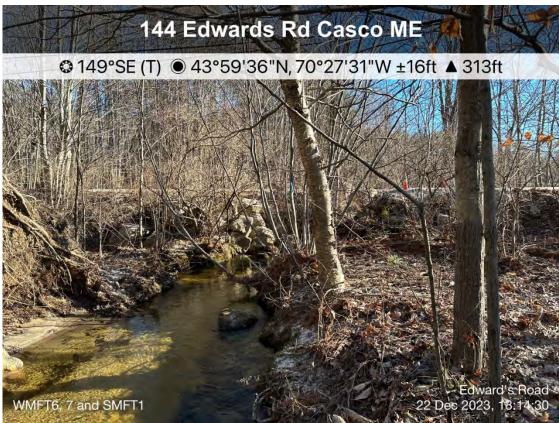


Wetland W-MFT-5 and stream S-MFT-1, east of Davis Brook Road.

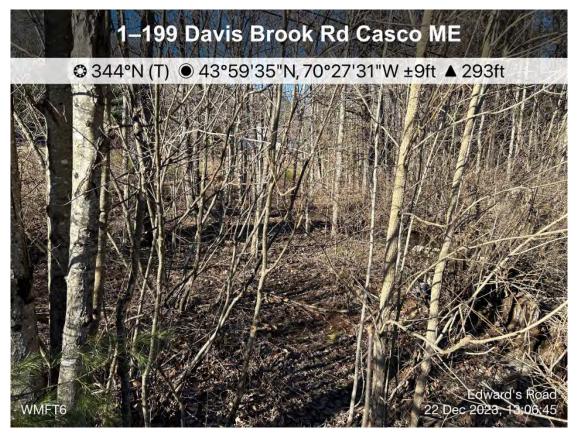


Stream S-MFT-1, Edwards Brook, where it goes under Davis Brook Road.





Wetland W-MFT-6 (right), W-MFT-7 (left), and stream S-MFT-1, west of Davis Brook Road.



Wetland W-MFT-6 west of Davis Brook Road.





Wetland W-MFT-7 and potential vernal pool PVP-MFT-1, west of Davis Brook Road.



Wetland W-MFT-7 west of Davis Brook Road.





Culvert repair where Edwards Brook crosses Davis Brook Road.

Attachment 5



United States Department of the Interior

FISH AND WILDLIFE SERVICE Maine Ecological Services Field Office P. O. Box A East Orland, ME 04431 Phone: (207) 469-7300 Fax: (207) 902-1588



In Reply Refer To: Project Code: 2024-0040648 Project Name: Edwards Road Culvert Replacement January 25, 2024

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through IPaC by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <u>Migratory Bird Permit | What We Do | U.S. Fish & Wildlife</u> <u>Service (fws.gov)</u>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <u>https://www.fws.gov/partner/council-conservation-migratory-birds</u>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Maine Ecological Services Field Office

P. O. Box A East Orland, ME 04431 (207) 469-7300

PROJECT SUMMARY

Project Code:	2024-0040648
Project Name:	Edwards Road Culvert Replacement
Project Type:	Culvert Repair/Replacement/Maintenance
Project Description:	Replacing 48" and 18" HDPE culverts with 9' rise by 12' span concrete
	box culvert

Project Location:

The approximate location of the project can be viewed in Google Maps: <u>https://www.google.com/maps/@43.99214685,-70.45874847095612,14z</u>



Counties: Cumberland County, Maine

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. <u>NOAA Fisheries</u>, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/9045</u>	Endangered
INSECTS NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/9743</u>	Candidate
FLOWERING PLANTS NAME	STATUS
Small Whorled Pogonia <i>Isotria medeoloides</i> Population: No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/1890</u>	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

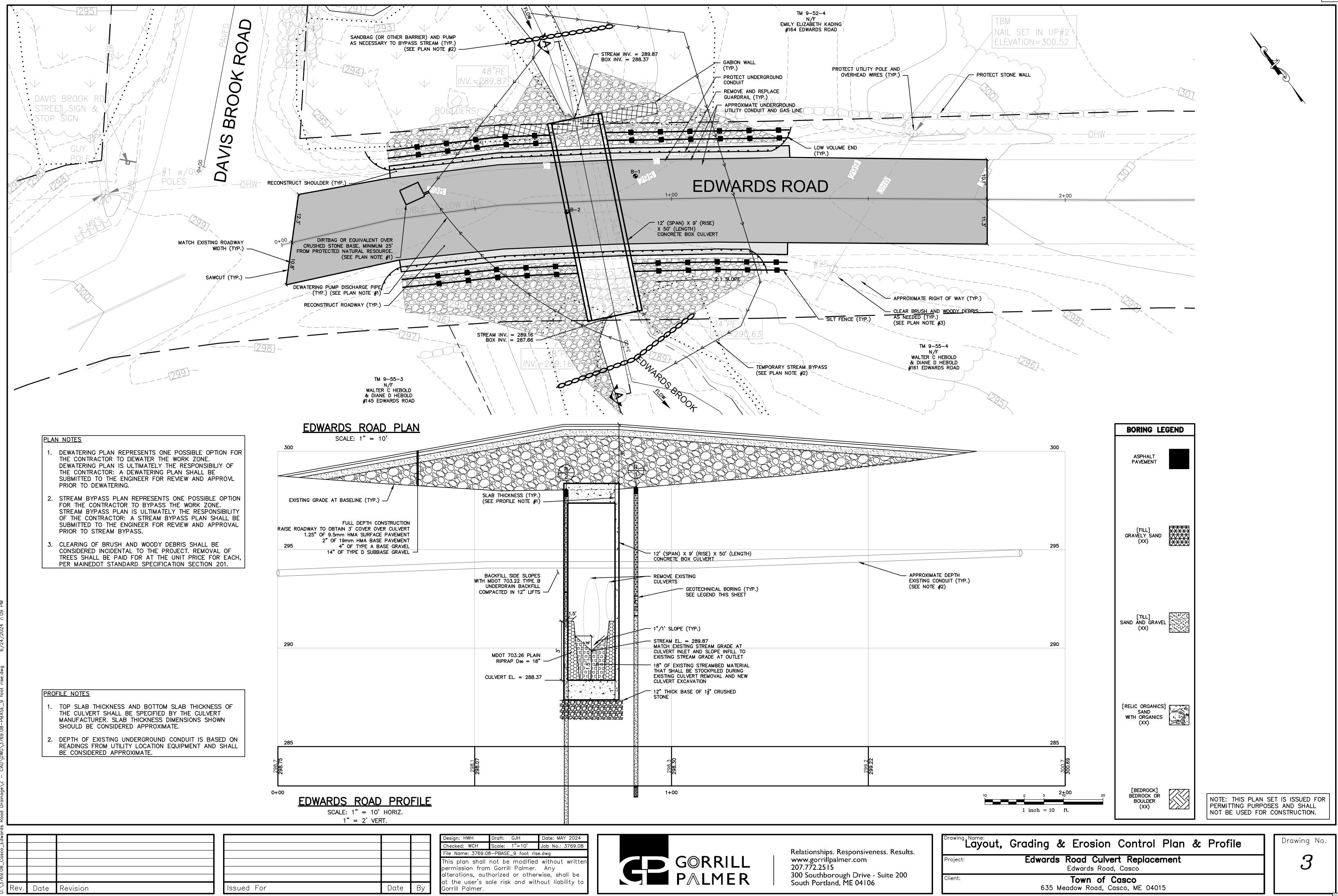
YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

- Agency: South Portland city
- Name: Thomas Lekousi
- Address: 300 Southborough Drive, Suite 200
- City: South Portland
- State: ME
- Zip: 04106
- Email tlekousi@gorrillpalmer.com
- Phone: 2077722515

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Attachment 6





Attachment 7

Job Number:	3769.08
Project Location:	Edwards Road, Casco, Maine
Project Name:	Edwards Road Culvert Replacement
Price References:	2995.171 Old Webster Road Culvert Replacement, Lewiston
	Recently Bid MaineDOT projects.
Date:	6/24/2024
Calculated By:	Wiley Hollen
Notes:	I. In providing opinions of probable construction cost, the client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials,
	or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's
	professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the
	Consultant's opinion of probable construction cost.
	2. Opinion of cost does not include engineering or construction inspection costs.
	3. Opinion of cost does not include right of way, environmental, or utility costs.
	4. Unit pricing based on MaineDOT unit prices and recent bid pricing on similar scoped projects.
	5. Opinion of cost does not include potential relocation of utility poles or underground utility conduit.
	6. Opinion of cost assumes Edwards Road is raised 3 feet in elevation in the vicinity of the culvert.
	7. Opinion of cost assumes the following road build-up for Edwards Road reconstruction:
	14" of subbase gravel (Type D), 4" of base gravel (Type A), 2" of 19 mm HMA (base), and 1.25" of 9.5 mm HMA (surface).
	8. Opinion of cost includes all delivery, labor, material, and installation costs for the concrete box culvert, including culvert delivery and unloading, stream bypass plan,
	dewatering plan, excavation, bedding material, culvert installation, backfill, and any other labor and material costs to install the culvert.
	Road restoration is paid for under the gravel and pavement pay items.
	9. Opinion of cost assumes gabion baskets are used on the upstream side to tie in proposed embankment grading.

ltem	Item Description	Unit	L L	Jnit Price	Quantity	Amount
202.20	REMOVE EXISTING BITUMINOUS CONCRETE PAVEMENT	SY	\$	7.00	500	\$ 3,500.0
202.203	PAVEMENT BUTT JOINTS	SY	\$	25.00	25	\$ 625.0
206.07	STRUCTURAL ROCK EXCAVATION	CY	\$	250.00	10	\$ 2,500.0
304.10	AGGREGATE SUBBASE COURSE - TYPE D GRAVEL	CY	\$	50.00	200	\$ 10,000.0
304.14	AGGREGATE BASE COURSE - TYPE A GRAVEL	CY	\$	60.00	55	\$ 3,300.0
403.207	HOT MIX ASPHALT 19.0 MM NOMINAL MAXIMUM SIZE	Т	\$	180.00	45	\$ 8,100.
403.210	HOT MIX ASPHALT 9.5 MM NOMINAL MAXIMUM SIZE	Т	\$	200.00	30	\$ 6,000.
601.21	GABIONS, GALVANIZED	CY	\$	175.00	75	\$ 13,125.
603.401	9' (RISE) × 12' (SPAN) × 50' (LENGTH) CONCRETE BOX CULVERT	LS	\$	210,000.00	I	\$ 210,000.
606.37	GUARDRAIL, REMOVE AND REPLACE	LF	\$	110.00	220	\$ 24,200.
610.08	PLAIN RIPRAP	CY	\$	100.00	120	\$ I 2,000.
615.071	loam, seed, and mulch	SY	\$	25.00	400	\$ 10,000.
652.39	WORK ZONE TRAFFIC CONTROL	LS	\$	15,000.00	I	\$ 10,000.
656.75	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LS	\$	25,000.00	I	\$ 25,000.
659.10	MOBILIZATION	LS	\$	25,000.00	1	\$ 30,000.

SUB-TOTAL	\$	368,350.00
CONTINGENCY (10%)	\$	36,835.00
ROUNDED TOTAL	\$	405,200.00

* Undetermined Location

Attachment 8

Hydraulic Capacity Check – Box Culvert

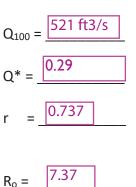
This procedure estimates the box culvert open rise R_0 needed to meet the hydraulic standard H_w/R_0 at Q_{100} . In most cases, a minimum box rise of R = 8' ($R_0 = 6'$, assuming 2' streambed) should be used for constructability, regardless of calculations; R = 6' or 7' may be necessary and is acceptable. When using Bankfull sizing for the box span (width) S, it rarely necessary to go taller than R = 8' (assuming 2' streambed).

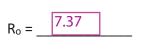
Procedure by Calculation:

1. Measure Bankfull Width (BFW) in the field. If measurement is unavailable, use calculated value BFW_{calc} = 10.58 x $A_{ws}^{0.43}$: BFW = $\begin{bmatrix} 10' \\ \\ \\ \\ \\ \\ \end{bmatrix}$ = S

(BFW is the culvert Span (width) "S" used in the calculations below)

- 2. Obtain Q₁₀₀ from StreamStats :
- 3. Calculate normalized flow Q* = $Q_{100} / \{S^2 \times (32.2 \times S)^{1/2}\}$:
- 4. Calculate rise ratio "r" for Q* value : r = $1.682 \times Q^{*0.667}$
- 5. Calculate hydraulic open rise $R_0 = S \times r = 10' \times 0.737$
- 6. Use larger of R_0 or 6' :
- 7. Add streambed thickness d_s to get culvert rise R (R = R_o + d_s; d_s = 2' is a good preliminary value)
- 8. BFW Span sizing multiplier: S = 1.2 x BFW
- 9. Round calculated sizes to common box dimensions (S x R) :





8.87





Municipal Stream Crossing Program Grant Agreement (State Funds)				
MaineDOT WIN: 28820.05	Vendor Number:			
Maximum Grant Funds: \$200,000	Grantee Match: \$ 248,210			
Agreement Effective Date:	Agreement End:			

NOTE: The information in the table above is for administrative purposes only and is not part of the Municipal Stream Crossing Program Grant Agreement below.

MUNICIPAL STREAM CROSSING PROGRAM GRANT AGREEMENT

This Municipal Stream Crossing Program Grant Agreement (the "Agreement") is entered into by and between the State of Maine, acting by and through its Department of Transportation ("MaineDOT"), and Town of Casco (the "Grantee").

EFFECTIVE DATE: This Agreement is effective as of the date last signed as indicated on the signature page below (the "Effective Date"), and does not take effect until both MaineDOT and the Grantee have signed. Any commitments made or obligations or expenditures incurred by Grantee prior to the Effective Date of this Agreement are at Grantee's sole risk and may not be reimbursed in whole or in part by MaineDOT in MaineDOT's sole judgment.

RECITALS

1. The Municipal Stream Crossing Program (the "Program") was established to provide Program grant funding ("Grant Funds") to local and tribal governments, municipal conservation commissions, soil and water conservation districts, and nonprofit organizations to upgrade culverts that carry a stream under a municipal road that is not a State or State-aid highway, with the goal of creating infrastructure that is resilient to future climate conditions and that provides community, economic, and environmental benefits.

- 2. MaineDOT is authorized to administer the Grant Funds, which will be State funds, in accordance with the Program.
- 3. MaineDOT has conducted a competitive application process for Grant Funds for municipal stream crossing projects under the Program.
- 4. In reliance on the representations contained in Grantee's application to the Program for funding for its municipal stream crossing project (the "Application"), which is incorporated by reference into and made part of this Agreement, MaineDOT has selected Grantee's municipal stream crossing project for Grant Funds subject to the terms and conditions of the Program and this Agreement.

In consideration of the foregoing Recitals, which are an integral part of this Agreement, and the mutual covenants and agreements contained herein, MaineDOT and Grantee hereby agree as follows:

A. <u>Grantee's Stream Crossing Project</u>

- 1. Grantee will undertake and complete the stream crossing project described in Grantee's Application (the "Stream Crossing Project") and referenced in Appendix A hereto, which is incorporated into and made part of this Agreement. The completed Stream Crossing Project must conform to the Application, including but not limited to the following elements as specified in the Application: (a) the extent to which the Stream Crossing Project is 1.2 times the stream's bankfull width measurement; and (b) proposed culvert size and the extent to which this crossing size meets MaineDOT's 100-year flood standard. Final design and construction plans for Grantee's Stream Crossing Project must be stamped by a Professional Engineer licensed in Maine (the "Project Plans") and evidence thereof must be made available to MaineDOT prior to the start of construction of the Stream Crossing Project. If Grantee's Stream Crossing Project involves a structure span 10 feet or greater, Grantee's design must be reviewed and approved by MaineDOT's Bridge Maintenance Office prior to final design and, after such approval, will not be altered without MaineDOT's further review and approval. Grantee will not make any other changes to the Stream Crossing Project to a degree that fundamentally alters the Stream Crossing Project unless it has received the prior written consent of MaineDOT.
- 2. Grantee will use qualified contractors and consultants for the design, engineering, and construction of the Stream Crossing Project and will have responsibility for overseeing and monitoring the Stream Crossing Project during its design, engineering, construction and implementation. In addition, Grantee will be solely responsible for ongoing maintenance of the Stream Crossing Project at its own cost and expense.

- 3. Grantee will comply with all applicable federal, Maine, and local laws and regulations, including but not limited to environmental laws and regulations, in connection with the Stream Crossing Project. In the event that the Stream Crossing Project is required to comply with the National Environmental Policy Act, as amended, and associated regulations (collectively, "NEPA") because it is also funded with funds from a federal financial assistance program or requires a federal permit, Grantee will be solely responsible for ensuring such NEPA compliance.
- 4. Grantee will obtain and keep in effect all federal, Maine, and local permits required for the Stream Crossing Project. If Grantee's Stream Crossing Project requires a permit from the Army Corps of Engineers, Grantee must provide a copy of the permit to MaineDOT prior to construction of its Stream Crossing Project.
- 5. Grantee will obtain any necessary property rights for the Stream Crossing Project.
- 6. Grantee will ensure that the Stream Crossing Project does not create any safety hazards and undue inconvenience to the public and will take steps to ensure the safety of the public at all times in connection with the Stream Crossing Project. Grantee must take steps to ensure that the Stream Crossing Project does not reduce the safety or structural quality of any public roadway or associated right-of-way, there are no roadway obstructions for the traveling public, and the roadway surface is restored so that it provides a smooth ride.
- 7. Grantee will adhere to the timelines for development and completion of the Stream Crossing Project ("Project Milestones") set forth in Grantee's Application and Appendix A hereto, as may be extended with MaineDOT's consent. Unless extended by MaineDOT, the completion date for Grantee's Stream Crossing Project will be no later than two (2) years from the Effective Date of this Agreement.

B. Funding of Stream Crossing Project

- 1. MaineDOT will disburse Grant Funds to Grantee for actual eligible direct costs of the Stream Crossing Project in the maximum amount set forth in Appendix A attached hereto. Grantee will use Grant Funds only for eligible costs of the Stream Crossing Project as described in its Application. In the event that actual eligible direct costs of the Stream Crossing Project are less than the maximum amount of Grant Funds set forth in Appendix A hereto, MaineDOT will disburse Grant Funds only in an amount sufficient to pay actual eligible direct costs of the Stream Crossing Project, subject to the requirements of this Section B below.
- 2. Grantee will provide matching funds for the Stream Crossing Project in the amount(s) and from the source(s) identified in Appendix A ("Match"). Costs incurred by

Grantee prior to the Effective Date of this Agreement are not considered part of Grantee's Match requirement.

- 3. Grantee will pay all costs of the Stream Crossing Project that exceed the maximum amount of Grant Funds plus Match under this Agreement. The estimated total cost of the Stream Crossing Project is set forth in Appendix A hereto.
- 4. MaineDOT will make disbursements of Grant Funds in no more than three (3) payments. Grantee may request fewer than three (3) payments.
- 5. Disbursements of Grant Funds will be made only on a reimbursement basis and each disbursement must be associated with the completion of a specific Project Milestone identified in Appendix A. For purposes of this Agreement, "reimbursement" means that eligible Stream Crossing Project costs (i) have been paid by Grantee or (ii) have been incurred by Grantee and payment is due. All requests for reimbursement must be submitted to MaineDOT by Grantee no later than two (2) years from the Effective Date of this Agreement.
- 6. a. Each request for Grant Funds must be accompanied by all of the following, in the format that may be required by MaineDOT:
 - (i) The Project Milestone set forth in Appendix A for which reimbursement is requested and the start and end dates for that Project Milestone.
 - (ii) A written explanation of any variance of more than thirty (30) days in the schedule set forth in Appendix A in completing the Project Milestone.
 - (iii) An invoice that includes an itemized list of expenses actually incurred by Grantee identifying the services and materials, with amounts, dates, and vendor and contractor names and evidence that such expenses have been paid or that payment is due.
 - (iv) The total amount of Grant Funds being requested, showing the dollar amount deducted for the portion of Match applied to the invoice as specified in Appendix A hereto.

b. For a Stream Crossing Project, as a condition to the final disbursement of Grant Funds (or in the event a request for Grant Funds is made only after completion of construction), Grantee must, in addition to the items listed above, submit a written certification by a Professional Engineer licensed in Maine that the Stream Crossing Project is complete and was constructed as designed. c. A request for disbursement of Grant Funds may not include any contractor retainage withheld by Grantee. MaineDOT will not disburse Grant Funds for any such retainage.

d. MaineDOT will review each request for disbursement of Grant Funds and supporting materials to ensure that costs are eligible for reimbursement with Grant Funds in accordance with this Agreement and may request additional information deemed necessary by MaineDOT before disbursing Grant Funds. MaineDOT may also, in its discretion, view the Stream Crossing Project during construction and upon completion to assess the progress of the work and the completion of the Project Milestone for which a disbursement request has been submitted by Grantee, and Grantee will permit MaineDOT and its consultants to access the work site of the Stream Crossing Project for such purpose. In the event any additional information requested by MaineDOT or such access is not provided, MaineDOT may withhold all or a portion of the Grant Funds requested by Grantee, as determined by MaineDOT.

e. Prior to the first disbursement of Grant Funds, Grantee may terminate this Agreement after fifteen (15) days prior written notice to MaineDOT. If Grant Funds become unavailable to fund the Stream Crossing Project, MaineDOT will have the right to terminate this Agreement after fifteen (15) days prior written notice to Grantee. In the event of termination of this Agreement by Grantee or MaineDOT, MaineDOT will have no liability for payment of Grant Funds to Grantee.

7. a. Grantee acknowledges and agrees that it may forfeit the undisbursed balance of the Grant Funds if MaineDOT determines that a Project Milestone is significantly behind schedule and Grantee cannot demonstrate to MaineDOT's satisfaction earnest and good faith efforts to complete the Stream Crossing Project within two (2) years from the Effective Date of this Agreement, as such time period may be extended by MaineDOT.

b. In addition, if MaineDOT determines that Grantee has failed to complete the Stream Crossing Project in accordance with this Agreement, or has used Grant Funds for any purpose other than as provided in this Agreement, or has failed to submit all required reports to MaineDOT as provided in this Agreement, MaineDOT will also have the right to terminate this Agreement, withhold all further disbursements of Grant Funds, recoup Grant Funds disbursed to Grantee, set off amounts of Grant Funds payable to Grantee against amounts that Grantee is required to pay or return to MaineDOT under this Agreement or any other arrangement or agreement between MaineDOT and Grantee whether or not related to the Program, and pursue all other legal remedies that may be available to MaineDOT after written notice of non-compliance is provided to Grantee and Grantee fails to cure the non-compliance within the period specified in the notice, in MaineDOT's judgment. MaineDOT will have the right to recover its attorneys' fees and legal costs in the exercise of its legal remedies.

8. Grantee acknowledges and agrees that MaineDOT's obligations under this Agreement are conditioned on the availability of Program funds and on MaineDOT's continued authorization under applicable laws, regulations, or appropriations to use such funds for the purposes described in this Agreement.

C. <u>Reporting</u>

- 1. For each calendar year, or portion of a calendar year, after the Effective Date of this Agreement until completion of the Stream Crossing Project, Grantee will submit an annual report to MaineDOT ("Annual Report"), as provided in the Program. Each Annual Report will be due not later than fifteen (15) business days after the close of a calendar year. Each Annual Report must include all of the following:
 - (a) A description of the progress of the Stream Crossing Project, including percent completed and whether the Stream Crossing Project is on track to be completed by the Project Completion Date set forth in Appendix A based on the major activities that remain to be completed.
 - (b) Any scheduling changes and the reasons for any delays.
 - (c) Cumulative costs incurred and expenditures made for the Stream Crossing Project for the calendar year.
- 2. Within thirty (30) days after the completion of the Stream Crossing Project, Grantee will also submit a final report on the Stream Crossing Project, which must include the following:
 - (a) A summary of the completed Stream Crossing Project.
 - (b) A description of the anticipated reduced risk to public safety resulting from the Stream Crossing Project, based on the estimated number of individuals and businesses that will no longer suffer from impacts such as service disruption, inoperability, property washouts, or inaccessibility of a necessary resource.
 - (c) The anticipated amount of the avoided cost of damages that results from the Stream Crossing Project, based on records of past actual damage costs incurred during failure of similar infrastructure, or in the absence of such records, estimated damage costs.
 - (d) A description of how the Stream Crossing Project has been designed for increased resilience to future storm and flooding impacts.

D. <u>No Liability</u>

Notwithstanding MaineDOT's selection of Grantee's Stream Crossing Project for an award of Grant Funds, any involvement by MaineDOT in the review or approval of Project Plans, or the provision of Grant Funds to Grantee under this Agreement, MaineDOT will have no responsibility or liability to Grantee or its agents or contractors or any other third party for any damages, costs, claims, demands, or causes of action arising from the design, engineering, or construction of Grantee's Stream Crossing Project or from any other cause. This Agreement is for the sole benefit of MaineDOT and Grantee and is not intended to benefit any other person or entity, and no such person or entity will be deemed a third-party beneficiary of this Agreement or have any rights under this Agreement, including but not limited to any rights to payment with Grant Funds or any other funds.

To the extent permitted by law, Grantee will indemnify and hold harmless MaineDOT and its officers, agents, and employees from any and all claims, damages, demands, suits, actions, liabilities, or costs, including but not limited to court costs and attorneys' fees, of every kind or nature arising out of this Agreement. Nothing herein will waive any defense, immunity, or limitation of liability that may be available to MaineDOT or its officers, agents or employees under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities as may be provided by law. *This provision will survive any expiration or earlier termination of this Agreement*.

E. <u>Records</u>

Grantee must retain full and accurate records of all labor, services and materials obtained, and associated costs and expenditures, with supporting invoices, receipts, and check copies, for the Stream Crossing Project for a period of three (3) years after the date of the final disbursement of Grant Funds to Grantee. MaineDOT and any appropriate agency of Maine State government (each, a "Reviewing Agency") will have the right during said three-year period to review, examine, audit, and copy such records during Grantee's normal business hours, and Grantee will cooperate in all respects with each such Reviewing Agency.

F. <u>Contact Information</u>

1. MaineDOT's Project Manager for this Agreement is as follows:

Sierra Millay Project Manager Maine Department of Transportation 16 State House Station

Program Grant Agreement Page 7 of 11 Augusta, Maine 04333

Tel: (207) 441-6435

Email: MunicipalStreamCrossing.MDOT@maine.gov

- 2. Grantee's Project Manager and related contact information for this Agreement are set forth in Appendix A hereto.
- 3. Any notice provided for in this Agreement may be sent by email.

G. <u>Nondiscrimination</u>

Grantee will not discriminate against any person on the basis of race, color, ethnicity, national origin, sex, sexual orientation, gender identity, religion, disability, age, or familial status. Grantee will comply with all applicable federal, Maine, and local laws and regulations regarding nondiscrimination.

MaineDOT does not and will not exclude from participation in, or deny the benefits of, its programs or activities, or subject anyone to discrimination or treat persons unfavorably based on race, color, religion, national origin, sex (pregnancy, sexual orientation, and gender identity), age, genetic information, disability, veteran status, limited English proficiency, or economic status. In addition, MaineDOT will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination.

H. Miscellaneous

- 1. This Agreement and its Appendix A may be amended only in a writing signed by MaineDOT and Grantee.
- 2. Grantee has received all necessary approvals and authorizations by its governing body for the Stream Crossing Project, including but not limited to Match, and its entry into this Agreement.
- 3. Grantee is acting as an independent contractor and not as an agent, representative, or partner of MaineDOT under this Agreement.
- 4. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Each party agrees that this Agreement and any other documents to be executed in connection with this Agreement may be electronically signed and that any electronic

signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

In witness whereof, MaineDOT and Grantee have executed this Municipal Stream Crossing Program Grant Agreement by their respective duly authorized representatives.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

Joyce Noel Taylor, P.E. Chief Engineer

GRANTEE

Date

November 12, 2024

By: ______Anthony Ward Title: Town Manager

APPENDIX A TO MUNICIPAL STREAM CROSSING PROGRAM GRANT AGREEMENT

Work Identification Number (WIN) 28820.05

Name of Grantee Town of Casco

Grantee's Contact Information for Stream Crossing Project

Project Manager Anthony Ward

Mailing address 635 Meadow Road, Casco, Maine 04015

Tel.: (207) 627-4515

Email: award@cascomaine.org

Name of Grantee's Stream Crossing Project Edwards Brook on Edwards Road

Physical Location of Stream Crossing Project 43.992902, -70.45857

Project Milestones – Description and start and end dates of each Kick off -Final design -Construction begin - July 2025 Construction end -

Projected Project Completion Date

Estimated Total Project Cost \$448,210

Total Maximum Grant Funds \$200,000

Funding Match

Dollar Amount \$248,210

Source(s) Town of Casco's Capital Improvement Funding

Program Grant Agreement Page 10 of 11

Anticipated number of Disbursements of Grant Funds to be requested (must be 3 or fewer and each must be tied to completion of a specific Project Milestone above)

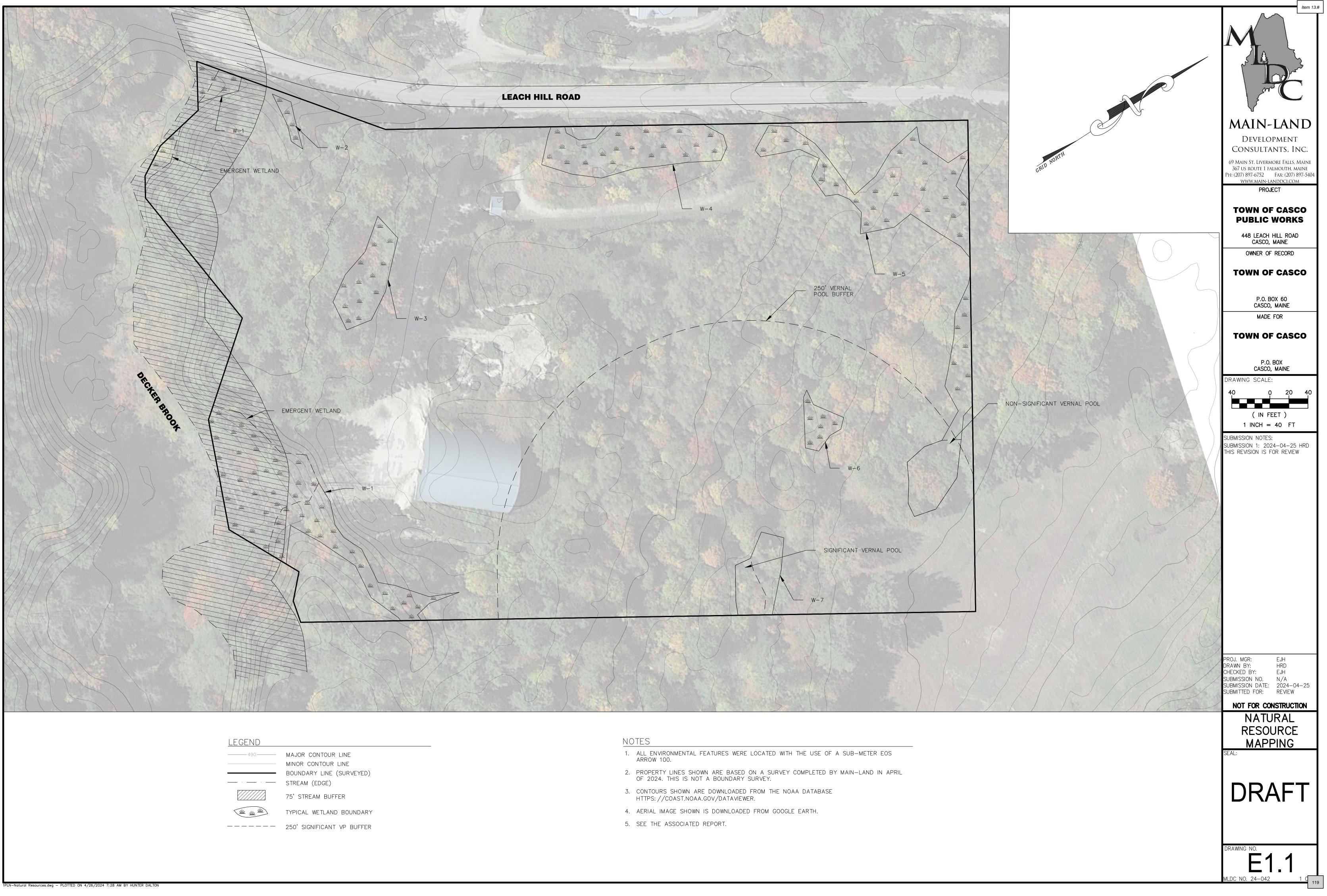
1st Disbursement - End of Design 2nd Disbursement - Construction 3rd Disbursement - Final close out

2025 CIP/FY26 Paving and Street Rehabilitation Project: Option 1 - Rehab Focus 12/3/2024 Date Location General Scope Length Width **Estimated** Cost Notes Maturo Drive Reclaim and Repave 3* 2,050 LF 22' \$273,957 Assumes 50% ditching improvements Pine Hill Road to Ditching Improvements Dead End Assumes 50% ditching improvements Pine Hill Road Reclaim and Repave 3" 3,230 LF 19' \$416,089 Route 11 to **Ditching Improvements** GP and Town need to confirm limits Kayla's Way (Jurisdiction Chang Subtotal \$560,999 Traffic Control & Mobilization (10%) \$56,100 Misc/Extra Work Contingency (10%) \$56,100 <u>\$673,199</u> <u>Total</u> 2026 CIP/FY27 Paving and Street Rehabilitation Project: Option I - Rehab Focus Location General Scope Length Width Estimated Cost Notes Quaker Ridge Road I Reclaim and Repave 3" 3,170 LF 22' \$366,226 Assumes 50% ditching improvements Route II to **Ditching Improvements** Nakrem Lane Subtotal \$366,226 Traffic Control & Mobilization (10%) \$36,622 \$36,622 Misc/Extra Work Contingency (10%) Total \$439,470

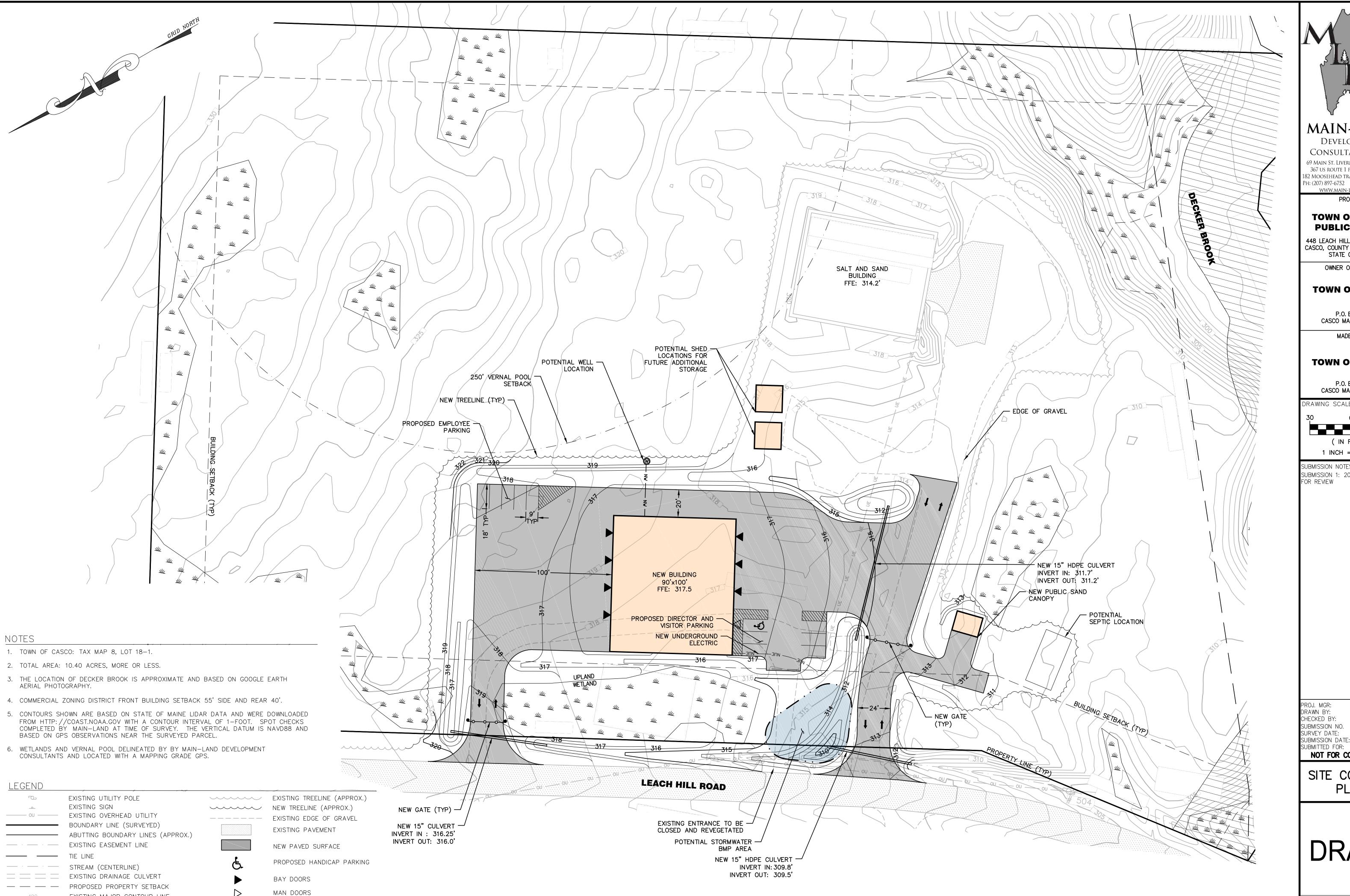
Item 12.#

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2023 CIF/FI 20 Faving	and Street Rehabilitation	Sil Project. Opt	ton a recentive	rocus	Date	12/3/2024
Location	General Scope	Length	Width	Estimated Cost	Notes	E
Quaker Ridge Road Sb and 6	1/2" shim/overlay	5.080 LF	22'	\$402,592	Assumes 50% ditc	hing improvement:
Brown Ave to	Ditching Improvements					
Route 302						
Quaker Ridge Road 4	1/2" shim/overlay	4,435 LF	22'	\$322,925	Assumes 50% dite	hing improvement:
Farm View Drive to	Ditching Improvements					
Ridge Terrace Orive						
			Subtotal	\$725,517		
		Traffic Cont	rol & Mobilization (10%)	\$72,551		
		cellaneous/Extra Work Contingency (10%)		\$72,551		
			Total	\$870,619		
2026 CIP/FY27 Paving	and Street Rehabilitation	on Project: Opt	ion 2 - Preventive	Focus		
,	and Street Rehabilitatio General Scope	on Project: Opt Length	ion 2 - Preventive Width	Focus Estimated Cost	Notes	
Location					1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	hing improvement:
Location Quaker Ridge Road I	General Scope	Length	Width	Estimated Cost	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	hing improvement:
Location Quaker Ridge Road I Route II to	General Scope Reclaim and Repave 3"	Length	Width	Estimated Cost	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	hing improvements
2026 CIP/FY27 Paving Location Quaker Ridge Road I Route II to Nakrem Lane Quaker Ridge Road 2	General Scope Reclaim and Repave 3"	Length	Width	Estimated Cost	Assumes 50% ditc	
Location Quaker Ridge Road I Route II to Nakrem Lane Quaker Ridge Road 2	General Scope Reclaim and Repave 3* Ditching Improvements	Length 3,170 LF	Width 22'	Estimated Cost \$366,226	Assumes 50% ditc	
Location Quaker Ridge Road I Route II to Nakrem Lane Quaker Ridge Road 2 Nakrem Lane to	General Scope Reclaim and Repave 3* Ditching Improvements I 1/2* shim/overlay	Length 3,170 LF	Width 22'	Estimated Cost \$366,226	Assumes 50% ditc	
Location Quaker Ridge Road I Route II to Nakrem Lane	General Scope Reclaim and Repave 3* Ditching Improvements I 1/2* shim/overlay	Length 3,170 LF	Width 22'	Estimated Cost \$366,226	Assumes 50% ditc	hing improvement
Location Quaker Ridge Road I Route II to Nakrem Lane Quaker Ridge Road 2 Nakrem Lane to Rollinghill Road Quaker Ridge Road 3	General Scope Reclaim and Repave 3* Ditching Improvements I 1/2* shim/overlay Ditching Improvements	Leneth 3,170 LF 2,482 LF	Width 22' 22'	Estimated Cost \$366,226 \$198,752	Assumes 50% ditc	hing improvement
Location Quaker Ridge Road I Route II to Nakerem Lane Quaker Ridge Road 2 Nakerem Lane to Rollinghill Road Quaker Ridge Road 3 Rollinghill Road to	General Scope Reclaim and Repave 3" Ditching Improvements I 1/2" shim/overlay Ditching Improvements	Leneth 3,170 LF 2,482 LF	Width 22' 22' 22'	Estimated Cost \$366,226 \$198,752 \$151,925	Assumes 50% ditc	hing improvements hing improvements
Location Quaker Ridge Road I Route II to Nakrem Lane Quaker Ridge Road 2 Nakrem Lane to Rollinshill Road	General Scope Reclaim and Repave 3" Ditching Improvements I 1/2" shim/overlay Ditching Improvements	Length 3,170 LF 2,482 LF 2,006 LF	Width 22' 22' 22' Subroral	Estimated Cost \$366,226 \$198,752	Assumes 50% ditc	hing improvement
Location Quaker Ridge Road I Route II to Nakerem Lane Quaker Ridge Road 2 Nakerem Lane to Rollinghill Road Quaker Ridge Road 3 Rollinghill Road to	General Scope Reclaim and Repave 3" Ditching Improvements I 1/2" shim/overlay Ditching Improvements	Length 3,170 LF 2,482 LF 2,006 LF Traffic Cont	Width 22' 22' 22' Subtocal trol & Mobilization (10%)	Estimated Cost \$366,226 \$198,752 \$151,925	Assumes 50% ditc	hingimprovement
Location Quaker Ridge Road I Raute II to Nakrem Lane Quaker Ridge Road 2 Nakrem Lane to Rollinghill Road Quaker Ridge Road 3 Rollinghill Road to	General Scope Reclaim and Repave 3" Ditching Improvements I 1/2" shim/overlay Ditching Improvements	Length 3,170 LF 2,482 LF 2,006 LF Traffic Cont	Width 22' 22' 22' Subroral	Estimated Cost \$366,226 \$198,752 \$151,925 \$716,903	Assumes 50% ditc	hingimprovement



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1PLN-Site Layout.dwg - PLOTTED ON 8/7/2024 8:56 AM BY EMILY HASTINGS

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0	EXISTING UTILITY POLE	~~~~~~	EXISTING
	EXISTING SIGN		NEW TREE
OU	EXISTING OVERHEAD UTILITY		EXISTING
	BOUNDARY LINE (SURVEYED) ABUTTING BOUNDARY LINES (APPROX.)		EXISTING
· ·	EXISTING EASEMENT LINE		NEW PAVE
<u> </u>	TIE LINE	Ľ	
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	EXISTING DRAINAGE CULVERT		BAY DOO
	PROPOSED PROPERTY SETBACK		
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490	PROPOSED MAJOR CONTOUR LINE		
	PROPOSED MINOR CONTOUR LINE	THE THE THE	WETLAND

EAM BUFFER

Item 13.#
A MAIN ST. LIVERMORE FALLS, MAINE 367 US ROUTE 1 FALMOUTH, MAINE 182 MOOSEHEAD TRAIL, NEWPORT, MAINE PH: (207) 897-6752 FAX: (207) 897-5404 WWW.MAIN-LANDDCI.COM
PROJECT TOWN OF CASCO PUBLIC WORKS 448 LEACH HILL ROAD, TOWN OF CASCO, COUNTY OF CUMBERLAND, STATE OF MAINE OWNER OF RECORD
TOWN OF CASCO P.O. BOX 60
CASCO MAINE, 04015 MADE FOR
P.O. BOX 60 CASCO MAINE, 04015
DRAWING SCALE: 30 0 15 30 (IN FEET) 1 INCH = 30 FT
SUBMISSION 1: 2024-08-07 EJH FOR REVIEW
PROJ. MGR: EJH DRAWN BY: ERL CHECKED BY: RWD SUBMISSION NO. N/A SURVEY DATE: 2024-04-18 SUBMISSION DATE: 2024-08-07 SUBMITTED FOR: REVIEW NOT FOR CONSTRUCTION SITE CONCEPT
PLAN
DRAFT
EMILY J. HASTINGS ME PE#16337 DRAWING NO.
MLDC NO. 24-042 1 0



STATE OF MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION



September 3, 2024

Anthony Ward Town of Casco 635 Meadow Road Casco, ME 04015

Re: Vernal Pool Significance Determination, Pool ID # 5479-Casco

Dear Anthony Ward:

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

After conducting a field survey at your request, it has been determined that the vernal pool identified above on your property is NOT SIGNIFICANT because either: 1. the feature does not meet the definition of a vernal pool under the Significant Wildlife Habitat rules, 06-096 CMR 335(9) or 2. the vernal pool does not meet the biological standards for exceptional wildlife use of the Significant Wildlife Habitat rules, 06-096 CMR 335(9)(B). Therefore, activities within 250 feet of the pool are not regulated under the Natural Resources Protection Act (NRPA) unless there are other protected natural resources nearby such as streams or freshwater wetlands. I have attached a copy of the database printout that verifies the State's findings with respect to your survey.

I want to also advise you that the pool area on your property can be considered a freshwater wetland and therefore direct pool alterations may require permitting under the NRPA.

If you have any questions or need further clarification, please contact Mark Stebbins at 207-592-4810 or email at: <u>Mark.N.Stebbins@maine.gov</u>

Sincerely,

Child

Robert Wood Director, Bureau of Land Resources

cc. town file

AUGUSTA 17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017 (207) 287-7688 FAX: (207) 287-7826 **BANGOR** 106 HOGAN ROAD, SUITE 6 BANGOR, MAINE 04401 207-941-4570 FAX: (207) 941-4584

PORTLAND 312 CANCO ROAD PORTLAND, MAINE 04103 (207) 822-6300 FAX: (207) 822-6303 PRESQUE ISLE 1235 CENTRAL DRIVE, SKYWAY PARK PRESQUE ISLE, MAINE 04769 (207) 764-0477 FAX: (207) 760-3143

Item 13.#

IFW Recommendations for Significant Vernal Pool Determinations

The following is a list of pools and IFW's recommendations for whether or not they qualify as Significant Vernal Pools, one of Maine's Significant Wildlife Habitats.

Data current as of: Tuesday, September 03, 2024

Survey Date: 4/23/2024 IFW's Recommendation: R	d award@cascomaine.org	ProjectType: Contact:	24-042 Town of Casco Public Works Hunter Dalton - Main-Land Development Consultants Inc 69 Main Street Livermore Falls, ME 04254 (207) 897-6752 hunter.dalton@main-landdci.com
635 Meadow Road Casco, ME 04015 (207) 627-4515 a Survey Date: 4/23/2024 IFW's Recommendation: R	d award@cascomaine.org	Contact:	Livermore Falls, ME 04254
Casco, ME 04015 (207) 627-4515 Survey Date: 4/23/2024 IFW's Recommendation: R	award@cascomaine.org		Livermore Falls, ME 04254
(207) 627-4515 a Survey Date: 4/23/2024 IFW's Recommendation: R	award@cascomaine.org		
Survey Date: 4/23/2024 IFW's Recommendation: R			(207) 897-6752 hunter.dalton@main-landdci.com
IFW's Recommendation: R	RED NOT SIGNIFICANT doe		
	ED NOT SIGNIFICANT doe		
		s not meet the biol	ogical criteria
IFW Comments: Pool prov significan		og and spotted sala	amanders, but does not meet the biological criteria for
IFW's Pool ID: 5480 Twp: C	Casco	UTM Coordin	ates of Pool Center: 376169 E, 4871643 N
Observer's ID: 2 - SVP		ProjectType:	24-042 Town of Casco Public Works
Landowner: Anthony Ward - T	own of Casco	Contact:	Hunter Dalton - Main-Land Development Consultants Inc.
635 Meadow Road	d		69 Main Street
Casco, ME 04015	i		Livermore Falls, ME 04254
(207) 627-4515	award@cascomaine.org		(207) 897-6752 hunter.dalton@main-landdci.com

wood frog.







September 3, 2024

Anthony Ward Town of Casco 635 Meadow Road Casco, ME 04015

Re: Vernal Pool Significance Determination, Pool ID # 5480-Casco

Dear Anthony Ward:

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

After conducting a field survey at your request, it has been determined that the vernal pool identified above on your property is SIGNIFICANT. I have attached a copy of the database printout that verifies the State's findings with respect to our survey.

As a significant vernal pool, all areas on your property within 250 feet of the vernal pool depression, known as the "critical terrestrial habitat", will be subject to the requirements of the Natural Resources Protection Act, 38 M.R.S.A. §§480-A to 480-FF, and the Significant Wildlife Habitat rules, 06-096 CMR 335.

The Department will ensure that the vernal pool's location and status is entered and mapped in the State's vernal pool database. Note that if the pool depression (only) crosses two or more property boundaries the abutter(s) are similarly subject to the requirements of the Natural Resources Protection Act and the Significant Wildlife Habitat rules.

If you have any questions or need further clarification, please contact Mark Stebbins at 207-592-4810 or email at: <u>Mark.N.Stebbins@maine.gov</u>

Sincerely,

Chl

Robert Wood Director, Bureau of Land Resources

cc. town file

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Item 13.#

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(207) 627-4515 a Survey Date: 4/23/2024 IFW's Recommendation: R	award@cascomaine.org		
Survey Date: 4/23/2024 IFW's Recommendation: R			(207) 897-6752 hunter.dalton@main-landdci.com
IFW's Recommendation: R	RED NOT SIGNIFICANT doe		
	ED NOT SIGNIFICANT doe		
		s not meet the biol	ogical criteria
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635 Meadow Road	d		69 Main Street
Casco, ME 04015	i		Livermore Falls, ME 04254
(207) 627-4515	award@cascomaine.org		(207) 897-6752 hunter.dalton@main-landdci.com

wood frog.