



## Town of Casco

### Selectboard Regular Meeting Agenda

August 05, 2025

**Executive Session at 5:00 PM**

**Regular Meeting at 6:00 PM**

**Casco Community Center**

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#### Executive Session

1. Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel.
2. Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 08/05/2025A & 08/05/2025B.
3. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 08/05/2025A .

#### Regular Meeting

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

#### Old Business

9. The Selectboard will discuss an easement with Casco Public Library
10. The Selectboard will Selectboard assignments as liaisons to various committees, boards or work groups.

#### New Business

11. The Selectboard will consider legal action against the owner of 131 Tenney Hill Road for ordinance violations.
12. The Selectboard will discuss tax overlay and commitment.
13. The Selectboard will discuss Animal Control.
14. The Selectboard will consider potential carry-in/carry-out boat launch options.
15. The Selectboard will consider voting for recommended members to Maine Municipal Executive Committee.
16. Selectboard Comments
17. Adjournment

**Reminders to the Attending Public:** Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence.

Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

**Future meeting dates (subject to change)**

*Month DD, YYYY at HH:MM PM Meeting Name*

August 7, 2025 @ 6:30 PM Comprehensive Plan Implementation Committee

August 13, 2025 @ 6:00 PM Water Quality Committee

August 18, 2025 @ 6:00 PM Open Space Commission

August 19, 2025 @ 6:00 PM Selectboard Regular Meeting



## Town of Casco

### Selectboard Regular Meeting Minutes

July 01, 2025 at 6:00 PM

Casco Community Center

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#### Regular Meeting

##### PRESENT

Scott Avery  
Eugene Connolly  
Robert MacDonald  
Mary Fernandes  
Grant Plummer

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by MacDonald.

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

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

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

Motion made by Connolly, Seconded by Avery.

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

3. Approval of Minutes: June 17, 2025

The Selectboard moved and seconded to accept the minutes from the June 17, 2025 meeting as presented.

Motion made by Avery, Seconded by Connolly.

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

4. Public Participation for non-Agenda items

David Kimball presented points to the Selectboard regarding his property line dispute with the town.

5. Manager's Update

A. Included in your packet are the preliminary/unaudited budgetary numbers for FY25. These numbers can change slightly in the forthcoming weeks with journal modifications occurring, but this provides a general synopsis of the Town's yearend financial standings. The preliminary data shows the expenditures under spending by approximately \$271,000, but this figure will slightly reduce as some additional invoices are processed.

B. The survey mailings previously mentioned at your June 17th meeting were mailed to all property owners on June 26th . Hopefully, these targeted mailings will assist in local participation related to the survey and provide greater community perspectives to the Selectboard.

C. The July 15th meeting is a joint workshop relating to zoning directions. Included in your packet is a recommendation in a recommended format for this meeting made by the Comprehensive Plan Implementation Committee.

D. Include in the Selectboard packet are some designs for the carry-in design options. This is preliminary information. I anticipate further dialogue regarding these designs and associated costs related to this project at a future Selectboard meeting occurring in August or September. Also included is a site map with placement recommendations indicating Archipelago's preferred location for the dock/launch installation. This location has been selected to avoid disturbance to the adjacent wetland and surrounding sensitive areas. The location should also minimize or eliminate any site work that would need to be done in order to install the dock system.

E. The Town of Casco still has not changed to the RFID system at Bulky Waste even though Naples switched to this system in May. I anticipate the Town changing when the current coupons expire and we will begin issuing the RFID 7 Item 5.# cards in August. The delay is caused by systematic challenges still being resolved.

F. I spoke with Andrew Davis, the owner of Sebago Fiber, about a timeline related to the public/private partnership between them and the Town. He advised most of the building construction in Raymond is completed which greatly aids in Casco's portion of the project. He anticipates providing the Town with a draft contract in the near future. The current contract process in Naples is progressing slowly, but should be near completion. Since both Towns use the same law firm, Sebago Fiber wants to complete the contract with Naples to minimize future negotiations with Casco. Once a draft contract is provided, Mr. Davis will come before the Selectboard to answer any questions or clarify any contractual questions.

G. The Town Office is receiving an increasing number of speed complaints throughout the Town. The location of these complaints ranges from State roads to primary Town roads to secondary Town roads. Town staff are trying to assist with the complaints and minimize speed. However, the Town's lack of law enforcement does reduce our capacity to directly deal with these complaints. No action is expected from the Selectboard, but they should be aware of the everincreasing level of complaints.

## **Old Business**

6. The Selectboard will discuss Easement Agreement with Casco Public Library.  
Discussion only. No action was taken.
7. The Selectboard will discuss a stakeholders collaboration on the Berry property.  
Discussion only. No action was taken.
8. The Selectboard will discuss the quote for upgrading the meeting house.  
Discussion only. No action was taken.



9. The Selectboard will consider a Spirit of America nomination for 2025.

The Selectboard moved and seconded to recommend Maureen McAllister for the 2025 Spirit of America award for the Town of Casco.

Motion made by Avery, Seconded by Fernandes.

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

### **New Business**

10. The Selectboard will debrief June 4th's Town Meeting.

Discussion only. No action was taken.

11. The Selectboard will consider Town Meeting minutes

The Selectboard moved and seconded to accept the minutes from the June 10, 2025 Annual Town Meeting as presented.

Motion made by Avery, Seconded by Connolly.

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

12. The Selectboard will discuss Recreation activities

Discussion only. No action was taken.

13. The Selectboard will consider a liquor license renewal for Migis Lodge.

The Selectboard moved and seconded to approve the liquor license renewal for Migis Lodge and forward the application to the Bureau of Alcoholic Beverages for final review.

Motion made by Connolly, Seconded by Fernandes.

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

14. The Selectboard will consider reappointing Pete Watkins to the Planning Board

The Selectboard moved and seconded to reappoint Pete Watkins to the Planning Board for a term that expires on June 30, 2028.

Motion made by Avery, Seconded by Connolly.

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

15. The Selectboard will consider an Incorporated Civic Organization Special Event application with the Bureau of Alcoholic Beverages and Lottery Operations.

The Selectboard moved and seconded to approve an Incorporated Civic Organization Special Event application submitted by the Animal Refuge League of Greater Portland and forward to the Bureau of Alcoholic Beverages and Lottery Operations for review.

Motion made by Avery, Seconded by Connolly.

Voting Yea: Avery, Connolly, Fernandes, Plummer

Voting Abstaining: MacDonald

16. The Selectboard will discuss Open Space grant opportunity and Open Space Playbook.

Discussion only. No action was taken.

17. The Selectboard will discuss the sale of two (2) foreclosed properties located at 388 Roosevelt Trail and 17 Varney Mill Road

This item was tabled.

#### 18. Selectboard Comments

Gene Connolly- School is out, please drive safely. Kudos to the Public Works crew for all their hard work. He hopes everyone will fill out survey.

Bob MacDonald- After attending the Comprehensive Plan Implementation Committee meeting, it is apparent they are looking for guidance from the Selectboard and the Planning Board.

Grant Plummer- It's July in Casco which means the village is very busy so watch out for all your surroundings. The speed bumps will be installed soon.

### Executive Session

19. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 06/17/2025A

The Selectboard moved and seconded to enter Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 06/17/2025A. at 7:02pm.

Motion made by MacDonald, Seconded by Avery.

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

The Selectboard moved and seconded to enter Executive Session at 7:16pm.

Motion made by Fernandes, Seconded by Connolly.

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

#### 20. Adjournment

The Selectboard moved and seconded to adjourn at 7:17pm

Motion made by Connolly, Seconded by MacDonald.

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

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### Future meeting dates (subject to change)

*Month DD, YYYY at HH:MM PM Meeting Name*



**Manager's Memorandum**  
**August 5, 2025, Selectboard Meeting**

Item 8.#

To: Selectboard  
From: Tony Ward, Town Manager  
Date: 07-31-2025  
Re: Selectboard meeting 08-05-2025

Below are notes for agenda items for August 5, 2025, meeting

**8. Managers' Update**

- A. Included in your packet is the State Valuation for the Town of Casco for the years 2024, 2025 and 2026. The Town's value in 2024 increased to \$1,183,350 (or \$218,450 from 2023); 2025 increased to \$1,306,450 (\$123,100 increase) and estimated to be \$1,342,1000 (\$36,500 increase). These values specifically influence county taxes and the school funding formula.
- B. As requested by the Selectboard, property line pins have been placed at the boundaries of the Casco Public Library. Additionally, stakes have been installed in the area to provide a clearer visual reference for the public.  
  
In relation to this property, I have also included previous Selectboard meeting minutes concerning the development of the Village Green in this packet.
- C. An RFP for the supply of winter sand has been issued, with bids due by August 8, 2025. The RFP was sent directly to potential bidders, posted on the Maine Municipal Association (MMA) website, and shared on the Town's website and Facebook page to maximize outreach. Winter salt purchases will be made through a cooperative purchasing agreement facilitated by the Greater Portland Council of Governments (GPCOG).
- D. Included in your packet is a letter from Maine DOT information about replacing a large culvert .10 miles north of Bramble Hill Road. The project is scheduled for bids in February 2026 with construction occurring in the summer months of 2026.

In addition, I spoke with a representative from Maine DOT, and they advised route 121 is scheduled for a shim and overlay for the summer of 2026. They have no plans for complete rehabilitation due to costs associated with a rehabilitation project.

**TOWN OF CASCO**  
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- E. Include in your packet from Portland Water District. The letter is a public notice regarding a proposed shoreline stabilization project at Songo Beach in Sebago Lake State Park, aimed at addressing severe erosion and protecting water quality.
- F. Public access to the Capital Improvement survey ended on June 20, 2015. GPCOG is currently analyzing the 322 responses. Once the in-depth analysis is completed, GPCOG will meet with the ad hoc committee to share the data and plan future public engagement events related to gathering additional perspectives relating to capital improvement projects.
- G. RN Willey is scheduled to begin the installation of a box culvert near Davis Brook Road in early August. As a result, this section of Edwards Road will be closed to all traffic for up to two weeks. The Town has provided advance notice to the public through multiple channels, including the Town website, social media accounts, the monthly newsletter, posted construction signage along Edwards Road, and direct mailings to abutting property owners. Once construction dates are finalized the public will be notified.
- H. The Town received the proposed contract from Sebago Fiber for the installation of fiber optic lines approved at the Town Meeting. Drummond Woodsum is currently reviewing the document and will make recommendations to the Selectboard related to this contract. I do not anticipate substantial changes in the contract since Drummond Woodsum previously reviewed the contract between Naples and Sebago Fiber for similar services.
- I. On July 29<sup>th</sup>, a meeting was held with Mary Matthews and Steve Greely of the Maine Department of Labor to discuss a potential penalty settlement. The discussions were incredibly positive, and we anticipate a reduction in the assessed penalties. While we had expected to receive the final settlement resolution prior to this writing, it has not yet been provided.

## Old Business

### **9. The Selectboard will discuss the Easement Agreement with Casco Public Library.**

A proposed easement agreement between the Town of Casco and the Casco Public Library has been developed collaboratively by legal counsel representing both parties. The draft agreement outlines terms for formalizing the shared use and access to the property and is now available for review and potential edits by the Selectboard. As this agreement involves municipal property, final approval will require a vote at a future Town Meeting. The draft easement is included in the Selectboard's supporting document package for reference.

**10. The Selectboard will consider which Selectboard member will be assigned to the Berry property stakeholder group.**

As previously discussed at a Selectboard meeting, the development of a stake holders' group to discuss the future opportunities at the "Berry" property. To date, all the stakeholder groups have identified members onto this stakeholder group except for the Selectboard.

The current members of this stakeholder group are:

- CPIC - Tiffany Payton
- Open Space – Eric Dibner
- Planning Board – Carolyn Drew
- Safe Streets – Justin Millett
- Selectboard – TBD
- Water Quality Ad Hoc Committee – Tom McCarthy
- Recreation- Beth Latsey
- Fire – Brian Cole
- Town Office – Tony Ward/John Wiesemann

I would recommend that the Selectboard appoint a member to lead this committee and facilitate the initial meeting to occur on either August 26<sup>th</sup> or 27<sup>th</sup>.

**New Business**

**11. The Selectboard will consider legal action against the owner of 131 Tenney Hill Road for ordinance violations.**

The property located at 131 Tenney Hill Road continues to operate in violation of the Town's Ordinances. Despite repeated efforts to bring the property into compliance, including the issuance of a formal Notice of Violation, the property owner has not taken any corrective action. The site remains littered with 4 recreational vehicles being used as permanent residence and excessive number of unpermitted dwelling units.

Due to the property owner's continued noncompliance and failure to respond to enforcement efforts, staff are recommending that the Town pursue legal action through the court system. This step is necessary to ensure enforcement of the Town's ordinances and to protect the health, safety, and welfare of the surrounding neighborhood.

Included in your packets are the notice of violation and ordinance sections are outlined in the violation.

**12. The Selectboard will consider Selectboard assignments as liaisons to various committees, boards, or work groups.**

The Selectboard shall be assigning its members to serve as liaisons to various Town committees in order to strengthen communication and coordination between the Board and the work of each committee. These liaison roles do not grant voting authority or supervisory responsibilities but are intended to provide support, relay relevant information, and help

ensure that committee efforts align with broader Town goals and policies. This assignment fosters transparency, promotes collaboration, and enables Selectboard members to stay informed on key issues affecting the community.

**Committees for Selectboard Member Assignment** (names in red current liaisons)

- Berry Property Ad Hoc Committee
- Comprehensive Plan Implementation Committee-**Robert MacDonald**
- Open Space Commission
- Planning Board
- Safe Streets Committee
- Transfer Station Council
- Veterans Committee-**Eugene Connolly**
- Water Quality Committee
- Transfer Station Council

**13. The Selectboard will discuss Animal Control.**

The Animal Control Officer will be present at the meeting to provide an update on the current status of calls for service and to outline ongoing issues within the Town.

Future discussions will be necessary to evaluate the appropriate level of service (number of Town's served); reviewing the existing interlocal agreement and future budgeting levels of the position.

**14. The Selectboard will consider potential carry-in/carry-out boat launch options.**

Initial proposed designs for a carry-in/carry-out boat launch have been developed and were included in the provided packet. These concepts serve as a starting point; however, significant additional design work, comprehensive strategic planning for the broader area, and identification of necessary funding sources will be required should the project move forward.

**15. The Selectboard will consider voting for recommended members to Maine Municipal Executive Committee.**

Voting for the slate of candidates recommended by the Nominating Committee for the Maine Municipal Association Executive Committee will take place. The ballot is included in the packet. The nominated Executive Committee members are Phil Crowell (City Manager, Auburn), Suzette Francis (Town Manager, Lubec), Marc Leonard (Town Manager and Police Chief, Veazie), and Anthony Ward for Vice President.

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

**WHEREAS**, the Town is the fee owner of certain real property located in the Town of Casco, County of Cumberland, and State of Maine, which property lies: (i) immediately south and west of the Library Property as is more particularly described in a certain warranty deed from Raymond Thorne dated August 9, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2973, Page 619 (the “Town Office Lot”), as the same may be affected by conveyances made by the Town since the date of the aforesaid deed, including but not limited to, the conveyance of even date herewith of the Acquired Library Property to the Library, said Town Office Lot being shown as “Town Office Lot” on Exhibit A; (ii) immediately north of the Library Property as is more particularly described in a certain Release Deed from School Administrative District No. 61 dated July 17, 1985, and recorded in the Cumberland County Registry of Deeds in Book 6855, Page 66 (the “Community Center Lot”), a portion of said Community Center Lot being shown as “Community Center Lot” on Exhibit A; and (iii) immediately east of the Library Property on the land between the Library Property and Meadow Road as is more particularly described in a certain Warranty Deed from Laurinda L. Cushman dated October 12, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11665, Page 164 (the “Village Green Lot” and collectively with the Town Office Lot and Community Center Lot, the “Town Property”), said Village Green Lot being shown as “Village Green Lot” on Exhibit A; and

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

**WHEREAS**, the principal structure on the Town Office Lot (the “Town Office”) and the Library’s building on the Library Property (the “Library Building”) have both historically received water from the Town through means of underground water supply lines running from the principal structure on the Community Center Lot (the “Community Center”) to the Town Office and Library Building (collectively,

the “Water Lines”), which water lines’ exit point on the Community Center and entry points on the Town Office and Library Building are each shown, and labelled as “WLC” on Exhibit A; and

**WHEREAS**, on or about March, 1979, the Casco Town Meeting, being the legislative body of the Town, authorized the Town to grant the Library an easement over the portion of the Town Office Lot immediately to the west of the Original Library Property’s western property line “in order to facilitate an addition on the rear of the present building,” which portion of the Town Office Lot was subsequently determined by the Select Board to be a 20’x90’ area (the “Former Easement Grant”); and

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

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

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

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

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

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

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

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

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



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

**WHEREAS**, the Town has historically allowed the Library’s agents, employees, guests, licensees, and invitees to access the Library Property via a paved right of way running across the Town Office Lot from the westerly sideline of Leach Hill Road (the “Driveway”), which driveway is wide enough to be navigated by fire trucks and is shown, and labelled as “Driveway” on Exhibit A, and to park their vehicles in a certain parking lot thereon (the “Parking Lot”), which parking lot is shown, and labelled as “Parking Lot” on Exhibit A; and

**WHEREAS**, over the years, in order to improve stormwater drainage in the area, the Town installed two catch basins on the Library Property (collectively with the outlet pipes running from each to any drainage system to which it connects, the “Town Catch Basins”), each of which is shown, and labelled as “Town Catch Basin” on Exhibit A, the southerly-most one draining into the northerly one, which in turn connects across the Village Green and drains into an MDOT storm drain on the westerly side of Route 121; and

**WHEREAS**, at some point, in order to improve stormwater drainage on the Library Property, the Library installed one catch basin on the Library Property on the easterly side of the Library Building (the “Library Catch Basin”), which is shown, and labelled as “Library Catch Basin” on Exhibit A, which catch basin drains into the northerly Town Catch Basin; and

**WHEREAS**, in order to improve groundwater drainage from the Library Building, the Library has installed a sump pump in their basement with a discharge pipe (the “Sump Pump Discharge Pipe”) that runs from the sump pump to a catch basin to the southwest of the Library Building on the Town Office Lot (the “Southwest Catch Basin”); and

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

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

**WHEREAS**, also in or around 2017 or 2018, the Town installed a concrete landing, stairway with railings down to the sidewalk, and wheelchair access ramp with appropriate railings, on the western entrance to the Library Building (collectively, the “Access Features”), which access features are shown and labelled as “ADA Ramp w/Railing,” “Landing,” and “Stairs w/ Railing” on Exhibit A, and which access features were constructed on property that belonged to the Town at the time; and

**WHEREAS**, the Town installed curbing and a small patch of pavement along the westernmost portion of the Library Property (the “Curb”), which curbing and pavement is shown and labelled as “Curb” on Exhibit A; and

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, to comply with local zoning laws and regulations, including the Casco Zoning Ordinance (the “Zoning Ordinance”), as the same has been and may hereafter be amended, restated, and/or modified, including by a certain Contract Zoning Agreement to be entered into between the Town and the Library, the Library requires permanently deeded access to the Library Property and the Library has requested from the Town an access easement over the Driveway and easement for parking purposes over the Parking Lot; and

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

**WHEREAS**, the Library desires to advertise its business to the public by erecting a permanent sign on a portion of the Village Green Lot adjacent to Meadow Road; and

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

public; provided that such a sign is at all times consistent with and permitted under the sign permitting provisions of the Zoning Ordinance.

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

1. Grant of Easements; Purpose; Use.

(a) Easements Granted to the Town.

(i) The Library hereby grants and conveys to the Town, its legal representatives, employees, and agents, a perpetual, non-exclusive, easement and right of way (the “Town’s Improvement Easement”) in, under, upon, about, over, and through the portions of the Library Property on or under which any of the Town Improvements (and the outlet pipes running from each Town Catch Basin to any drainage system to which it connects) is located as of the date hereof (the “Town’s Improvement Easement Area”) for the purpose of allowing the Town, its legal representatives, employees, and agents, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Town Improvements on the Town’s Improvement Easement Area, including but not limited to the right to access the Town’s Improvement Easement Area with persons and machines, for such purposes, subject to the following conditions:

(A) Notwithstanding the foregoing and with respect only to Town Improvements that are covered by a permanent structure as of the date hereof, including but not limited to any portion of the Water Lines, the Town Improvement Easement shall only include an easement and right of way in, under, and through, but not upon, about, or over, the portions of the Library Property on or under which such Town Improvement is located and the existence of such permanent structure thereover shall not under any circumstances be construed as an interference with the Town’s easement rights.

(B) Notwithstanding the foregoing and with respect only to the portions of the Town’s Improvement Easement and Town’s Improvement Easement Area that correspond to each Town Catch Basin and the outlet pipes running therefrom to any drainage system to which they connect, the Library’s grant of the above easement rights are expressly conditioned on the Library’s ability to connect the outlet pipes of any catch basins that the Library has or may hereafter construct on the Library Property to the outlet pipes running from the closest Town Catch Basin to any drainage system to which it connects, as said outlet pipe exists on the date hereof or as it may be replaced in the future pursuant to the terms of this Agreement.

(ii) The Library hereby grants and conveys to the Town a perpetual, non-exclusive, easement and right of way (the “Town’s Recreation Easement” and together with the Town’s Improvement Easement, the “Town’s Easements”) in, under, upon, about, over, and through the portions of the Library Property on which the Playground, Village Green, Sidewalks, and/or Canopy are located as of the date hereof (the “Town’s Recreation Easement Area” and together with the Town’s Improvement Easement Area, the “Town’s Easement Area”) for the purpose of allowing the Town to: (i) invite members of the public

to use those portions of the Town's Recreation Easement Area on which the Playground, Village Green, and Canopy are located for recreational uses; (ii) invite members of the public to use those portions of the Town's Recreation Easement Area on which the Sidewalks are located for the purpose of navigation; and (iii) to have its employees and agents place, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one or more picnic tables on the portion of the Town's Recreation Easement Area on which the Canopy is located for the benefit of members of the public making use of that portion of the Town's Recreation Easement.

(b) Easements Granted to the Library.

(i) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the "Library's Access Easement") in, under, upon, about, over, and through the portions of the Town Property on which the Driveway is located as of the date hereof (the "Library's Access Easement Area") for the purpose of providing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, with vehicular and pedestrian access to the Library Property, provided however that the Town shall be permitted to adjust the exact dimensions and location of the Library's Access Easement and Library's Access Easement Area to accommodate renovations to the Town Office and concurrent reconfiguration of the Driveway and parking spaces in that area provided the Library's Access Easement and Library's Access Easement Area continue to follow the Driveway as closely as practically possible and the Library's Access Easement shall in no case fail of its aforesaid purpose or otherwise become unable to provide access to emergency response vehicles including fire trucks.

(ii) The Town hereby grants and conveys to the Library, its legal representatives, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the "Library's Parking Easement") in, under, upon, about, over, and through the portions of the Town Property on which the Parking Lot is located as of the date hereof (the "Library's Parking Easement Area") for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, to access and use the Required Parking Spaces, in common with others, for the parking of vehicles in the Library's Parking Easement Area; provided, however, that the grant of the Library's Parking Easement shall not be understood to constitute any right of exclusive use, or priority of use of any such Required Parking Spaces.

(iii) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement and right of way (the "Library's Sign Easement") in, under, upon, about, over, and through the portion of the Village Green Lot labelled as "Sign Easement Area" on Exhibit A (the "Library's Sign Easement Area"), for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees and agents, to erect, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one (1) permanent sign on the Library's Sign Easement Area for the purpose of advertising the Library to motorists and pedestrians along Meadow Road, provided such sign shall comply with all applicable land use regulations imposed by the Zoning Ordinance, or as otherwise

imposed by law, and further provided that the exact location of the sign is agreed to by the parties in good faith, with each Party's consent not to be unreasonably withheld or delayed.

(iv) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement and right of way (the "Library's Drainage Easement" and collectively with the Library's Access Easement, the Library's Parking Easement, and the Library's Sign Easement, the "Library's Easements") in, under, upon, about, over, and through the portions of the Town Property on which the Sump Pump Discharge Pipe runs on its way to the Southwest Catch Basin as of the date hereof (the "Library's Drainage Easement Area" and collectively with the Library's Access Easement Area, the Library's Parking Easement Area, and the Library's Sign Easement Area, the "Library's Easement Area") for the purpose of allowing the Library, its legal representatives, successors, and assigns, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the portion of the Sump Pump Discharge Pipe in the Library's Drainage Easement Area and to connect the same to the Southwest Catch Basin.

## 2. Incidental Access Rights.

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

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

3. Costs/Lien-Free Construction.

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

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

4. Compliance with Laws.

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

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

5. Maintenance, Repair, and other Covenants.

(a) The Town's Obligations.

(i) The Town shall maintain and repair all portions of the Town's Improvements (whether on Library Property or Town Property), the Driveway, the Parking Lot, and the Town's Easement Area in a good and safe condition and in accordance with all applicable laws. The Town shall also maintain the Water Lines, Well, Town Catch Basins, Septic System, Leach Field and Southwest Catch Basin in good working order, as determined in the Town's reasonable, sole, and exclusive discretion. Without limiting the generality of the foregoing, the Town also covenants to maintain the Septic System and Leach Field in

such state as is necessary to support the continued removal of waste water from the Library Building and the Town Catch Basins in such state as is necessary to support the continued removal of stormwater from the Library Property, all in in such quantities as are necessary to meet the Library's reasonable needs. Notwithstanding the foregoing, the Town's obligations under this section shall not include any obligation to expand the size of the Septic System, nor reconfigure its layout on the Town Property, if the same is necessitated by the expansion in size or intensity of the Library's use of the Library Property, without the Library contribution the cost of its pro rata share of such increased capacity.

(ii) The Town shall perform maintenance deemed to be necessary in the reasonable, sole, and exclusive discretion of the Town, to keep the Town's Easement Area, the Driveway, and the Parking Lot at all times in the same condition as exists on the Effective Date of this Agreement, subject to Section 10 below.

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

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

(v) Without limiting the generality of the foregoing, the Town shall be specifically responsible for mowing those portions of the Library Property immediately surrounding the Town Improvements, for clearing snow and ice from and applying salt to the Sidewalk and Parking Lot during the winter, for plowing the Parking Lot and Driveway as necessary to ensure continuous access to the Library Property, and for keeping the Town Catch Basins and Southwest Catch Basin clear and properly functioning; provided, however, that the manner in which such maintenance is performed, including but not limited to the materials and contractor selected, shall be within the reasonable, sole, and exclusive discretion of the Town.

(vi) The Town hereby covenants to continue to provide the Library with potable water via the Water Lines in such amounts as are necessary to meet the Library's reasonable needs; provided, however, that the Town shall not be obligated to expand the size or capacity of such Water Lines, if the same is necessitated by the expansion in size or intensity of the Library's use of the Library Property, without the Library contributing the cost of its pro rata share of such increased capacity.

(b) The Library's Obligations.

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

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

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

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

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

#### 6. Reservation of Rights.

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

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



7. Relocation. The Town or the Library may relocate any easement provided for herein by which it is burdened if prior written consent is obtained from the other party, which consent may not be unreasonably withheld, and provided that the relocation of any such easement shall not in any way diminish or interfere with the other party's reasonable exercise of its easement rights. If the Town desires to relocate all or any portion of the Library's Easement Area and/or Library's Incidental Access Area or the Library desires to relocate all or any portion of the Town's Easement Area and/or Town's Incidental Access Area, such party shall send a request to relocate the easement area and/or incidental access area, or any portion thereof, as applicable, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within fifteen (15) days of receiving such relocation request. If the parties agree to relocate an easement area or incidental access area, then this Agreement shall be amended to reflect the same.

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

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns, except that the Library's Parking Easement shall benefit the Library Property for only so long as the Library is the fee owner of the Library Property. In the event that the fee ownership interest in the Library Property is transferred to another person or entity, the transferee shall be required to renegotiate with the Town the terms of the transferee's use of the Required Parking Spaces in the Parking Lot. Notwithstanding the foregoing, the parties acknowledge that the rights granted and duties assumed under this Agreement may not be assigned or delegated without the prior written consent of the other party, which consent is not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment or delegation without the prior written consent of the other party shall be void ab initio.

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

11. Insurance

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

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

use therein. Prior to making any entry onto the Town Property, the Library shall furnish to the Town a certificate of insurance evidencing the foregoing coverages.

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

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

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

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

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

14. Recording. This Agreement and all future amendments hereto shall be recorded in the Cumberland County Registry of Deeds in the State of Maine.

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

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE WITHOUT ANY REGARD GIVEN TO ANY CONFLICT OF LAWS PROVISIONS TO THE CONTRARY.

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

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

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

20. Interpretation. Under no circumstances shall the provisions of this Agreement be interpreted to subject the Town to a higher standard of care, or a higher degree of maintenance responsibility for any portion of the Town Property than would otherwise be applicable by law unless specifically so stated herein.

[SIGNATURE PAGE FOLLOWS]

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

**TOWN:**

INHABITANTS OF THE TOWN OF CASCO,  
a Maine municipal corporation

By: \_\_\_\_\_

Anthony Ward

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

**LIBRARY:**

CASCO LIBRARY ASSOCIATION,  
a Maine nonprofit corporation

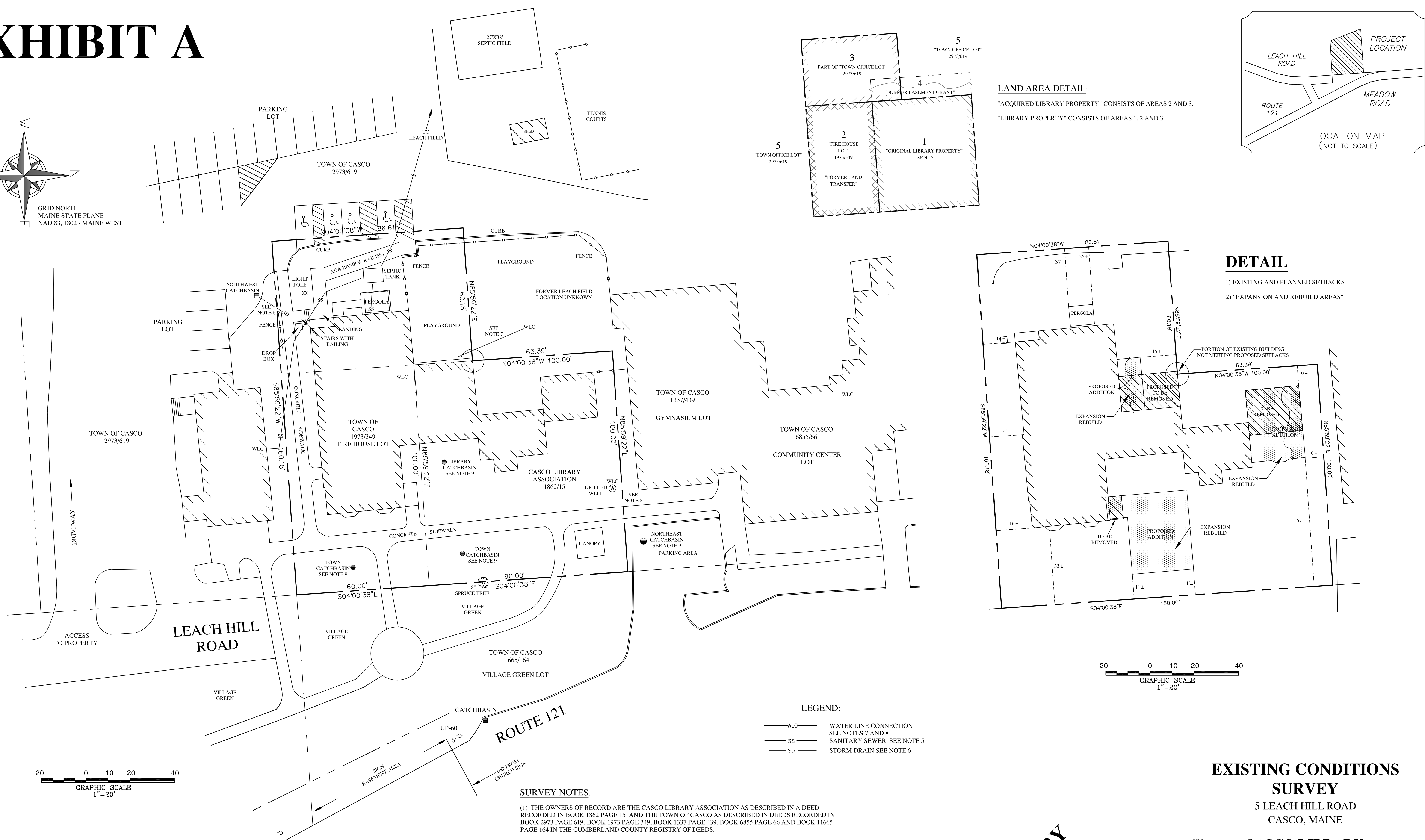
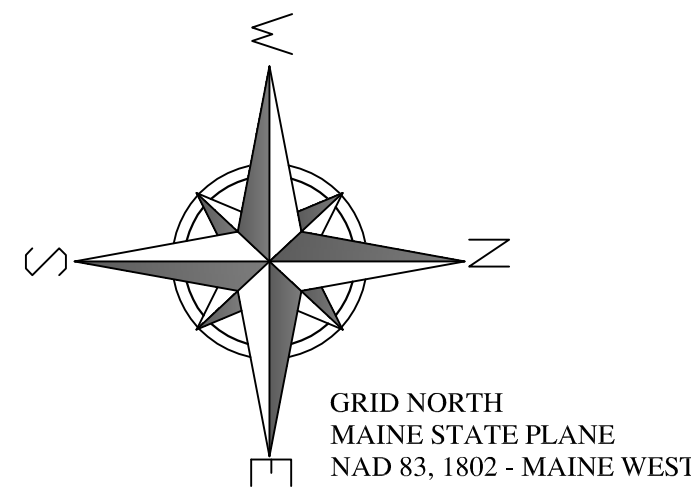
By: \_\_\_\_\_

Janet Ver Planck

Its: President and Authorized Representative

**EXHIBIT A**  
**SURVEY**

# EXHIBIT A



## LEGEND:

— WLC —	WATER LINE CONNECTION SEE NOTES 7 AND 8
— SS —	SANITARY SEWER SEE NOTE 5
— SD —	STORM DRAIN SEE NOTE 6

## SURVEY NOTES:

- (1) THE OWNERS OF RECORD ARE THE CASCO LIBRARY ASSOCIATION AS DESCRIBED IN A DEED RECORDED IN BOOK 1862 PAGE 15 AND THE TOWN OF CASCO AS DESCRIBED IN DEEDS RECORDED IN BOOK 2973 PAGE 619, BOOK 1973 PAGE 349, BOOK 1337 PAGE 439, BOOK 6855 PAGE 66 AND BOOK 11665 PAGE 164 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
- (2) BEARINGS ARE GRID NORTH.
- (3) THE PARCEL CONTAINS APPROXIMATELY 20,212 SQUARE FEET.
- (4) THE PROPOSED BUILDING ADDITIONS AND BUILDING AREAS TO BE REMOVED SHOWN ON THE DETAIL INSET ARE SCALED FROM PLAN REFERENCE 4.
- (5) REFERENCE IS MADE TO A SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST DATED 9-22-16 REVISED 9-5-17 BY SEBAGO TECHNICS FOR THE GENERAL LOCATION OF THE SEPTIC SYSTEM.
- (6) THERE IS A SUMP PUMP CONNECTION TO THE CATCHBASIN (SHOWN GRAPHICALLY-NOT FIELD LOCATED).
- (7) THERE IS A WATER LINE ENTERING THE BACK OF THE BUILDING FROM OTHER LAND OF THE TOWN OF CASCO (SHOWN GRAPHICALLY-NOT FIELD LOCATED).
- (8) THERE IS A WATER LINE FROM THE WELL TO THE TOWN BUILDING (SHOWN GRAPHICALLY-NOT FIELD LOCATED).
- (9) UNABLE TO VERIFY IF OR HOW THE CATCHBASINS ARE CONNECTED.

## CERTIFICATION:

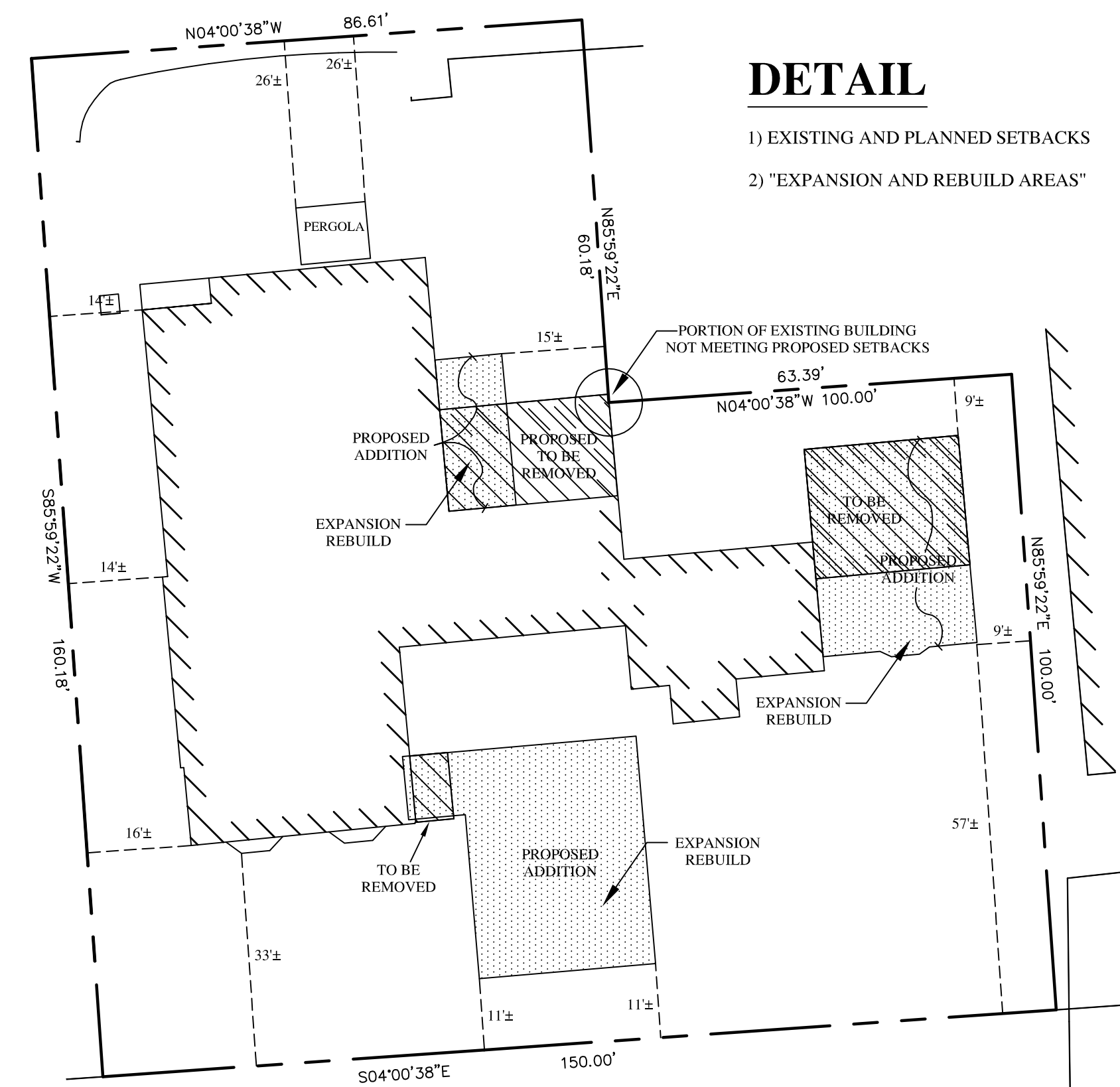
I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WILLIAM C. SHIPPEN  
M.S. 2118

**PRELIMINARY**

## DETAIL

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



20 0 10 20 40  
GRAPHIC SCALE  
1"=20'

## EXISTING CONDITIONS SURVEY

5 LEACH HILL ROAD  
CASCO, MAINE

FOR:

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

SURVEY BY:

**SURVEY, INC.**  
P.O. BOX 210  
WINDHAM, ME 04062  
(207) 892-2556  
INFO@SURVEYINCORPORATED.COM

DWN: DRR  
DATE: MARCH 2025

CHK: WCS  
JOB NO. 23-243-1

## PLAN REFERENCE:

- (1) BOUNDARY SURVEY 960 MEADOW ROAD CASCO, MAINE FOR: 960 MEADOW ROAD HOLDINGS, LLC DATED FEBRUARY 2020 BY SURVEY INC.
- (2) CASCO INN CASCO, MAINE FOR CASCO INN ASSOCIATES DATED APRIL 1986 BY SURVEY INC.
- (3) MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP CASCO CUMBERLAND COUNTY DATED SEPTEMBER 1986 SHC FILE NO. 3-182.
- (4) REFERENCE IS MADE TO A SET OF PLANS DATED 12-16-2024 FOR THE CASCO PUBLIC LIBRARY ADDITION BY GAF ARCHITECTURE.
- (5) MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE AID HIGHWAY NO. 1 CASCO CUMBERLAND COUNTY DATED SEPTEMBER 1965 SHC FILE NO. 3-182.

## MINUTES

Casco Board Of Selectmen

May 20, 1997

Page Two

to go ahead and issue purchase orders for the same.

- The Board of Selectmen reviewed and approved a request by SAD 61 for use of the Grange Hall on Monday evenings from June 23 to July 28, 1997, for dance lessons.
- Rich Merk, from Hancock Lumber, was in to discuss the acquisition of property, formerly known as the DeWever or Stone or Edwards property, across the street from the Casco Grange Hall on Route 121. This property is currently owned by Maine State Housing Authority and has been found to have gasoline contamination of such a nature to render the property, in its current condition, unsuitable for human habitation. The nature of the pollution, however, would allow for the removal of the building and creation of parking area and green area, not to be inhabited. Town Manager Morton indicated he had checked with legal counsel regarding the town's obligation or possible liabilities regarding acquiring such a piece of property. Morton had received assurance from municipal attorneys that a V-Rap application could be done through Department of Environmental Protection which would eliminate the town's liability for any gas on the property if the town were to acquire it for additional Village Green area and parking area. There was discussion of the desire to recycle the house under whatever conditions the town might receive it. There was discussion that Maine State Housing Authority was currently trying to find an owner for the structure. The Fire Department also expressed an interest in the property for burning and training exercises. The Board of Selectmen thanked Rich for his presentation and acknowledged a willingness to place this article on the warrant for the June 1997 Town Meeting.
- The Board of Selectmen moved, seconded, and voted to adjourn.

ATTEST:



David P. Morton, Town Clerk



**MINUTES  
Casco Board Of Selectmen  
May 27, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom

Staff Present: David P. Morton

Public Present: Allan Renfrew, Mike Corrigan, Ed Wade, Marc Beaudoin, Gil Avery, Carol Hancock, Kevin Hancock

- The Board of Selectmen approved bills, signed warrants and approved the minutes of the May 20, 1997, Board of Selectmen's meeting.
- There was no public participation and comment.
- Town Manager David Morton outlined the recommendations of the Casco Sesquicentennial Committee regarding the formation of a Facilities Committee and the dissolution of the existing Sesquicentennial Committee and the rejuvenation of the Village project. Morton indicated that the current Sesquicentennial Committee was recommending that the Sesquicentennial Committee, as it currently exists, be dissolved; that the Board of Selectmen form a Municipal Facilities Committee and invite members of the existing Sesquicentennial Committee to participate and then fill the committee as required. In addition, the Sesquicentennial Committee recommends that the balance of available funds from the Sesquicentennial program, estimated at \$16,274.56 plus some small amount of interest, be divided into the following reserves:
  1. \$4,500 be set aside and reserve the interest of which to be available for use of the Library.
  2. \$4,500 be set aside and reserve the interest of which to be used for support of the Grange Hall.
  3. \$4,500 be set aside and reserve the interest of which to be used for support of municipal recreation facilities.
  4. \$2,774.56 plus any additional interest be set aside for the Community Center kitchen. Initially, \$2,774.56 plus any other accumulated interest be expended for supplying the kitchen with additional pots, pans, and other necessary equipment and that \$2,500 be held in reserve, the interest of which to be used for future equipment needs in the kitchen.

David Morton then indicated that since the committee had met, Carol Hancock had stepped forward and expressed an interest in the rejuvenation of the Village Green project. Morton indicated that Carol had offered to make a donation to the



MINUTES  
Casco Board Of Selectmen  
May 27, 1997  
Page Two

project in order that it be activated and acted upon. The Board of Selectmen recognized Carol Hancock. Carol indicated to the Board of Selectmen that in honor of her late husband, K. David Hancock, and in recognition of his love and concern for Casco Village and interest in this particular project, she would like to offer a donation of \$20,000 on behalf of the Carol and David Charitable Trust. The money to be made available to the town under the following conditions:

1. The town develop an approved project and begin construction within one year.
2. That a suitable monument plaque be established in the park in honor of K. David Hancock's memory. The expense of the memorial to be borne by the Trust and/or the Hancock family.

There was extended discussion and debate. The Board of Selectmen was excited with this proposal. Town Manager David Morton brought up the important aspects of the Village Green project including the realignment of Route 121 and the Leach Hill Road. This intersection being identified as a dangerous intersection. Morton indicated that realignment could help solve this problem. Secondly, the critical shortage of parking in the Village area during events. Morton noted that the current activities around the Community Center on Tuesday evenings had already overtaxed the available parking space. That included the Selectmen's meeting, open Town Offices, utilization of the gym by the local karate dojo and baseball practice in Casco Day Park.

The Board of Selectmen discussed and debated the merits of the issue. The Board of Selectmen then voted unanimously to accept Carol's recommendation, gift, and proposal and agreed to put it on an agenda for the Town Meeting warrant on June 21, 1997.

The Board of Selectmen then moved, seconded, and voted to accept the recommendations of the Sesquicentennial Committee to dissolve that committee and to invite members of the committee to participate in the Municipal Facilities Committee. Manager Morton requested that the Board include dispensation of the balance of the Sesquicentennial monies. The Board hesitated, indicating that they would request that the Sesquicentennial Committee meet one additional time before they dissolve and consider applying the balance of the Sesquicentennial funds to the Village Green project. The Board of Selectmen then moved, seconded, and voted to accept

## MINUTES

Casco Board Of Selectmen

May 27, 1997

Page Three

this proposal and to wait for reaction from the Sesquicentennial Committee.

- Town Manager David Morton updated the Board of Selectmen regarding the squad truck bid. Morton indicated that the Casco Fire Department was currently negotiating with the low bidder to provide the squad truck as close as possible to specifications and within the price range specified by Town Meeting.
- Elwin Thorpe came in and updated the Board of Selectmen on the E-911 project. Elwin indicated that because of changes in processing at the state level that the E-911 project would, in all likelihood, not take place until September. This would not prevent the town from going ahead and initiating the addressing portion. Thorpe indicated that once the maps were received back, corrected, and sent to the Post Office it would still be a matter of thirty (30) to sixty (60) days.
- The Board of Selectmen reviewed and approved a Central Maine Power Company pole location permit for a pole for a street light at the junction of Leach Hill Road and Route 11.
- The Board of Selectmen reviewed and approved an application by Greg Hall for the use of the Grange Hall for a wedding reception.
- The Board of Selectmen reviewed and signed a quit-claim deed to Marilyn Tuttle for Tax Map 11, Lot 29-2 to release any claim for back taxes which have been paid to date.
- The Board of Selectmen moved, seconded, and voted to adjourn.

ATTEST:



David P. Morton, Town Clerk

**MINUTES**  
**Casco Board Of Selectmen**  
**June 3, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom  
Staff Present: David P. Morton  
Public Present: Doug Winslow, Allan Renfrew, Ed Wade, Dick Willey, Gilbert Avery

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
  - Town Manager David Morton brought up an application by Doug Winslow Catering Service to provide a wedding reception at Camp Agawam. This would be a one day event and requires the Board of Selectmen's permission for the liquor license portion. The Board of Selectmen reviewed and approved and signed the liquor license.
- Town Manager David Morton went over a preliminary list of tax foreclosures with the Board of Selectmen. The Selectmen reviewed the list, offered some comments, and requested the Town Manager to revise and review the list for the meeting next week.
- The Board of Selectmen reviewed and signed warrants for Town Meeting elections June 10, 1997, and the Town Meeting date on June 21, 1997.
- The Board of Selectmen reviewed a letter from the Greater Portland Council of Governments regarding the COG General Assembly on June 19, 1997. It was indicated that Barbara York and George Hanscom would be the delegates. Calvin Nutting would be the alternate.
- Town Manager David Morton reviewed the upcoming Household Hazardous Waste Collection Program scheduled for Saturday, July 19, 1997, at the Jordan Small School in Raymond. Morton indicated that participating would be the of Raymond, Casco, Naples, Otisfield, and the Frye Island Corporation.
- Correspondence from Ann Crocker from Maine State Housing Authority was reviewed regarding the turning over of the property known as the Stone property adjacent to the Village Green to the Town of Casco. The Board of Selectmen noted the letter and held further action pending a vote at Town Meeting.
- Ryan McDonald was in to request usage of the Grange Hall for a concert June 13, 1997. Ryan also requested that the group

**MINUTES  
Casco Board Of Selectmen  
June 10, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom

Staff Present: David P. Morton, Kenneth Allen

Public Present: Gil Avery, Allan Renfrew, Ed Wade, Paul Mitch,  
Mike Homa, Norman Judkins, Stephanie LeBlond,  
Troy LeBlond

- The Board of Selectmen approved bills, signed warrants, and approved the minutes of the May 27 and June 3, 1997, Board of Selectmen's meetings.
- There was no public participation and comment.
- The Board of Selectmen indicated that both Barbara York and George Hanscom would attend the Greater Portland Council of Governments banquet on June 19, 1997.
- The Board of Selectmen reviewed and signed a condemnation order for a dangerous building on Town of Casco Tax Map 22, Lot 24, Garland Road, as previously voted by the Board of Selectmen on June 3, 1997.
- The Board of Selectmen requested information regarding the former Mains' Store property, so called, in South Casco regarding the issue of the structure being a dangerous structure. Town Manager Morton noted that he had not received any communication following a telephone call last week with the owners. There is supposed to be a letter in the mail to address the issue. Morton indicated he would continue to work on this for the Board of Selectmen for next week.
- The Board of Selectmen reviewed the recommendations of the Sesquicentennial Committee for the distribution of undesignated surplus funds from the Sesquicentennial program. The Board noted that they had already determined that reserves in the program which had been designated would go the Town of Casco for the appropriately designated project and that the committee would be disbanded and members would be invited to join a Facilities Committee. The Board of Selectmen then accepted the memo from Town Manager David Morton and voted to accept that as their motion for the final dissolution of the Sesquicentennial Committee, designating \$13,500 to the Village Green Project; \$2,500 to a reserve held by the Town of Casco, the interest annually to be used for equipment in the municipal kitchen facility, funds to be approved by the Board of Selectmen; the balance of the money, some \$276.56 plus any other accrued interest to go for the immediate purchase of needed kitchen equipment.



## TOWN OF CASCO

# Memo

*Accepted  
6/10/97  
DM*

**To:** Casco Board of Selectmen  
**From:** Dave Morton *(Signature)*  
**CC:** Files  
**Date:** June 10, 1997  
**Re:** Sesquicentennial committee vote June 5<sup>th</sup>.

The Sesquicentennial committee held what appears to be the final committee meeting on Thursday June 5<sup>th</sup>. The committee reviewed the request of the Board of Selectmen to reconsider the dispensation of surplus Sesquicentennial Funds based on the introduction of the Village green project.

The committee debated the merits of the changes and recommend the following:

1. The surplus money be allocated to the Village Green project, except that the money set aside for the Community Center kitchen remain as originally recommended.
2. The importance of continued care and use of the Grange Hall building be recognized by the Selectmen and the facilities committee.
3. Facility access issues such as parking and handicap accessibility remain a high priority.

The distribution of funds would be as follows:

- \$13,500.00 be allocated for the Village Green project.
- \$2,500.00 be allocated to an interest bearing investment to be held by the Town. The interest from the investment to be available

annually for equipment for the kitchen at the discretion of the Casco Board of Selectmen .

- \$274.56 Plus any other accumulated interest be allocated for immediate expenditure for Community Center Kitchen Equipment.

I have yet to send letters to the committee indicating that the committee is dissolved until this issue has been resolved. If this is acceptable to the Selectmen then I will sent notes of thanks to the committee members and invite them to participate in the Facilities Committee.

Town of Casco Sesquicentennial Celebration  
Summary Income Statement  
From Inception thru March 31, 1997

<u>INCOME</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Contributions & Pledges			
Business:			
Cash gifts	34,181.71	50,000.00	-15,818.29
In kind	69,362.50	90,000.00	-20,637.50
Land gifts	30,000.00	25,000.00	5,000.00
Individual:			
Cash gifts	82,364.45	75,000.00	7,364.45
In kind	28,185.98	25,000.00	3,185.98
Land gifts	0.00	0.00	0.00
Bequests	7,500.00	0.00	7,500.00
Civic Organizations:			
Cash gifts	23,761.00	5,000.00	18,761.00
In kind	0.00	2,000.00	-2,000.00
Land gifts	0.00	0.00	0.00
Fundraisers	4,562.48	10,000.00	-5,437.52
Celebration Casco	2,500.00	0.00	2,500.00
Casco Day Park Sign	2,000.00	0.00	2,000.00
Grant funding	10,300.00	20,000.00	-9,700.00
Events	67,879.63	30,000.00	37,879.63
Memorabilia sales	27,094.23	25,000.00	2,094.23
Videos	3,311.74	5,000.00	-1,688.26
Histories	17,430.00	10,000.00	7,430.00
Town of Casco:			
Seed money	2,500.00	2,500.00	0.00
General revenue	57,415.00	65,000.00	-7,585.00
1989 Contingency	1,391.53	1,500.00	-108.47
Interest income	6,637.61	500.00	6,137.61
 Total income	 478,377.86	 441,500.00	 36,877.86

Town of Casco Sesquicentennial Celebration  
Summary Income Statement  
From Inception thru March 31, 1997


<u>EXPENSES</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Projects:			
Grange hall	58,476.26	95,000.00	-36,523.74
Library	48,178.96	55,000.00	-6,821.04
Sidewalk & landscaping	3,684.61	5,000.00	-1,315.39
Casco day park	37,998.66	25,000.00	12,998.66
Community center	6,192.87	15,000.00	-8,807.13
Grant projects:			
Thomas Pond Dam	5,000.00		
Casco Village Church	1,000.00		
Loon Echo Inland Trust	1,900.00		
Sunshine Club	2,500.00		
Bridgton Road Church	4,850.00		
So Casco Ballfield	<u>4,232.60</u>		
Total Grant Projects	19,482.60	25,000.00	-5,517.40
Picturebook	3,593.09	0.00	3,593.09
Village Green	3,040.00	0.00	3,040.00
Friends Schoolhouse	4,308.70	0.00	4,308.70
Webbs Mills Baptist Church	500.00	0.00	500.00
Celebration Casco	2,500.00	0.00	2,500.00
Casco Day Park Sign	2,046.00	0.00	2,046.00
Libby Road Park	677.61	0.00	677.61
Memorabilia	23,783.39	15,000.00	8,783.39
Video	9,260.00	15,000.00	-5,740.00
History	72,208.73	70,000.00	2,208.73
Office expense	38,792.22	27,000.00	11,792.22
Excitement expense	4,230.09	4,000.00	230.09
Fundraising	7,420.99	10,000.00	-2,579.01
Events	62,384.96	10,000.00	52,384.96
Land given to town	30,000.00	25,000.00	5,000.00
Land closing expenses	1,825.00	1,000.00	825.00
Miscellaneous	8,590.00	5,000.00	3,590.00
Public relations expense	4,402.03	5,000.00	-597.97
Bad debts (pledges)	2,070.00	0.00	2,070.00
Interest expense	3,329.13	0.00	3,329.13
Total expenses	<u>458,975.90</u>	<u>407,000.00</u>	<u>51,975.90</u>
Net income or (loss)	<u>19,401.96</u>	<u>34,500.00</u>	<u>-15,098.04</u>



Town of Casco Sesquicentennial Celebration  
Balance Sheet  
March 31, 1997

	<u>Amount</u>
Assets	
Cash	19,401.96
Pledges Receivable	0.00
Total Assets	<u>19,401.96</u>

Fund Balance	
Unreserved fund balance	16,274.56
Reserved for Ballfield in So Casco	767.40
Reserved for Village Green	1,960.00
Reserved for Casco Day Park Benches	400.00
Total Fund Balance	<u>19,401.96</u>

*This amount  
is sent refer  
to in my memo  
of 6/10/97*  


MINUTES  
Casco Board Of Selectmen  
June 10, 1997  
Page Two

- The Board of Selectmen discussed the formation of a Facilities Committee. The Board indicated that their intent regarding the Facilities Committee had already been stated in the previous agenda item. Town Manager Morton noted that two names had already cropped up indicating an interest in the Facilities Committee. The first was Carol Hancock and the second was Paul Mitch. The Board of Selectmen indicated that they would take those names into consideration after receiving a response back from the Sesquicentennial Committee.
- Town Manager David Morton reviewed bids for mowing of town roadways. Morton indicated two bids had been received. One from Paul Field from Bridgton in the amount of \$40.00 per mile, the second bid from Paul Morneau from Poland in the amount of \$60.00 per mile. Morton indicated he had done a background check on work done by Paul Field for the Town of Harrison. Morton indicated that the Town of Harrison had been satisfied with his work. The Board of Selectmen then moved, seconded, and voted to award the bid to the low bidder, Paul Field.
- Other business:
  - Fire Chief Norman Judkins was in expressing some concern over an article being omitted from the Town Meeting warrant regarding retrofitting one of the Fire Department tank trucks with a new tank. Town Manager Morton indicated that this was an oversight on his part in putting together the Town Meeting warrant and felt that this could be structured to occur under the Fire Department Equipment Account. Town Manager Morton indicated that this was the tank retrofitting that would be paid for by the Casco Firemans' Association. The Board of Selectmen acknowledged this and requested the Town Manager to structure the information necessary to bring that amendment on the floor of Town Meeting.
- At 7:35 p.m. the Board of Selectmen then moved, seconded, and voted to adjourn the Selectmen's meeting for the purpose of calling to order the Board of Selectmen as the Town of Casco Board of Assessment Review.

ATTEST:



David P. Morton, Town Clerk

**MINUTES  
Casco Board Of Selectmen  
June 24, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom  
Staff Present: David Morton, Elwin Thorpe  
Public Present: Carroll Morton, Irene Morton, Allan Renfrew,  
Gil Avery, Mike Corrigan, Ed Wade, Tom  
Mulkern, Dick Willey, Paul Mitch, David Hicks,  
Elaine Hicks

- The Board of Selectmen approved bills, signed warrants, and approved the minutes of the June 17, 1997, Board of Selectmen's meeting.
- There was no public participation or comment.
- The Board of Selectmen discussed business from the Saturday, June 21, 1997, Town Meeting. The Board noted that it had an opportunity to move ahead with the Village Green project. The Board authorized the Town Manager to seek advice and information regarding the gymnasium acoustics and a possible sound system. No expenditures were authorized at this time. The Board noted Town Meeting setup and discussed reverting to the previous arrangement.
- There was general discussion regarding tax foreclosures. Town Manager Morton went through the process regarding foreclosures with the Board of Selectmen and provided lists of properties which may be foreclosed upon because of non payment of taxes and non fulfillment of obligations or agreements for payment of taxes in arrears.
- The Board of Selectmen briefly discussed the upcoming meeting with the SAD 61 School Board. Town Manager Morton indicated that he had scheduled the School Board for July 29, 1997, to talk about needed construction issues and concerns regarding requirement for local funding of these construction projects.
- The Board of Selectmen opened up discussions regarding possible condemnation of a dangerous building on Map 17, Lot 4, in South Casco Village known as the old "Mains' Store". David and Elaine Hicks were present to discuss the issue. Mr. Hicks went on to explain that as the new owner of the Thomas Inn he felt a bit taken aback by all the concern over the building. Mr. Hicks felt that the building was not a danger and that it was not a problem. He had secured the building and was concerned that he was being singled out for these problems. He went on to say that he understands that these problems had gone on for years and years and that the Board

**MINUTES**  
**Casco Board Of Selectmen**  
**July 1, 1997**

Members Present: Calvin Nutting, George Hanscom, Barbara York

Staff Present: David Morton

Guests Present: Gil Avery, Paul Mitch, Allan Renfrew, Ed Wade,  
Mike Homa

- The election of the new chairman for the Board of Selectmen was the first item on the agenda. It was moved and seconded that Calvin serve as chair for the ensuing year. All voted in favor and Calvin was elected as Chairman of the Board of Selectmen.
- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
  - An application for use of the Grange Hall was approved.
- There was review and discussion regarding paving options for the 1997-1998 budget. The Board of Selectmen, in review of the options, discussed the option of deferring paving until next year and combining two years worth. It was no anticipation of the State of Maine paving in this area this year and prices were normally higher. The Board of Selectmen then moved, seconded, and voted, pending any other changes, to defer the paving program until the following year to take advantage of better pricing.
- The Board of Selectmen reviewed and discussed elections for Budget Committee. It was noted that the six way tie for the position appeared to go to Wayne ward by default. It appears all other write in candidates have declined consideration of the position.
- The Board of Selectmen reviewed and approved a list of year end carry forwards and requested that any revisions to the list done through the audit process be brought to their attention.
- There was general discussion regarding the Village Green project and the house relocation project. The Board of Selectmen indicated they would attempt to appoint the Facilities Committee on July 15, 1997.
- The Board of Selectmen reviewed and approved a request for a victuallers/vending permit by Russell Faxon for a location on



concerned that there may be interest on other people's parts if the committee meetings were held in the evenings. The Board of Selectmen left it up to the committee to decide the best time for that group to meet.

- The Board of Selectmen discussed the need for members for the Planning Board. The Board of Selectmen requested an ad be placed in the paper regarding a need for Planning Board membership.
- There was discussion regarding the Village Green project and the house relocation project. Town Manager Morton indicated he had received the VRAP application from the municipal attorney and went over the basics of the VRAP application indicating findings by the engineers. There was discussion regarding the possibility of using the Village Green area for parking at Casco Days. The Board of Selectmen authorized parking to take place on the Village Green and the Town Manager to coordinate with Casco Days administration for the policing and regulating of that.
- Town Manager David Morton went over the summer schedule with the Board of Selectmen. The Board talked about going over the South Casco Village Green area where the Mains' Store once stood on July 22. The Board will be meeting with the School Board on July 29 to talk about future building options. Morton indicated there would be two Selectmen's meetings in August when he would be unable to attend; August 12 and August 19. The Board of Selectmen was undecided regarding the canceling of those meetings and indicated that would be an agenda item for July 29.
- The Board of Selectmen reviewed, approved, and signed an application by Lake Region Caterers for serving alcohol at a private function on Fire Lane 8 in South Casco.
- Town Manager David Morton discussed with the Board of Selectmen the possibility of limiting the performance review for the assessor to a single annual performance review done jointly by the Boards of Selectmen. Morton indicated that when the current assessor was first hired the Boards of Selectmen felt it was appropriate to have semi annual performance reviews. Morton indicated that at the last meeting with the New Gloucester Town Manager it was agreed that this seemed to be unnecessary at this point in time and that the managers were recommending the single annual review conducted by the Boards of Selectmen continue and that the Town Managers discontinue a formal semi annual review. The Board of Selectmen agreed to that.
- There was discussion regarding the gold post cane. The Board of Selectmen authorized the Town Manager to begin to search

**MINUTES  
Casco Board Of Selectmen  
July 29, 1997**

Members Present: Calvin Nutting, George Hanscom, Barbara York

Staff Present: David Morton

Guests Present: Ed Wade, Alexis D'Ascanio (SAD 61 School Board), Susan Lolley (Principal, Lake Region Middle School), Philip Shane (SAD 61 School Board), Candace Brown (Superintendent of Schools, SAD 61), Mike Homa, Carroll Morton, Allan Renfrew

- The Board of Selectmen approved bills, signed warrants, and approved the minutes of the July 22, 1997, Board of Selectmen's minutes.
- There was no public participation or comment.
- The Board of Selectmen opened up discussions with the SAD 61 School Board and Superintendent Candace Brown regarding the schools needs for building and plans for financing. Superintendent Brown went on to explain to the Board of Selectmen that the School District was in desperate need of two building projects; an expansion to the core facilities at Lake Region Middle School and new construction and renovation of the Bridgton Elementary School. Also, Superintendent Brown indicated that the School Board was considering bonding the athletic field improvements. Superintendent Brown went on to explain various options and reasons for these discussions. There ensued an extended discussion between School Board members, the Board of Selectmen, and the audience over options, costs, etc. Superintendent Brown left that information would be forwarded to the Board of Selectmen through the Town Manager as it developed and that the School Board was currently proposing a referendum in the fall, hopefully, tying in with the general elections in November.
- Town Manager David Morton went over the bids and proposals for relocation and reuse of the former DeWever property at Tax Map 42, Lot 9. Morton indicated that a number of people were interested in it and had been viewing the property. Morton was still unsure whether any bids or proposals would be received. He was hopeful that someday someone would be interested in the building for relocation and reuse. Morton noted that bids and proposals were due at the Board of Selectmen's meeting next week and we would then have an opportunity to see what the future may hold.

cbsmin07.29.97

**MINUTES**  
**Casco Board Of Selectmen**  
**August 5, 1997**

Members Present: George Hanscom, Barbara York

Staff Present: David Morton

Guests Present: Mauri Maxwell, Bill Combes, Gil Avery, Irene Morton, Mrs. Nicholas Chagrasulis

- The Board of Selectmen approved bills, signed warrants, and approved the minutes of the July 29, 1997, Board of Selectmen's meeting.
- Public participation and comment:
  - Bill Combes asked who owns the telephone poles. Town Manager Morton reported that normally they are owned by either Central Maine Power Company or Maine Telephone Company but in certain instances poles could be owned by individuals, the town, and/or other utilities.
- There was review and discussion of the bids and proposals for the relocation and reuse of the house at Tax Map 42, Lot 9. Mrs. Nicholas Chagrasulis was present to discuss the issue. She indicated that they were still very much in the review process and would welcome more time in order to be firm regarding their proposal. The Board of Selectmen deferred further action on this item until the August 26, 1997, meeting.
- The Board of Selectmen reviewed and approved the adjusted balances carried forward from fiscal year end June 1997.
- There was extended discussion regarding the wake board contest held on August 3, 1997. Town Manager Morton reported he had received several complaints surrounding problems with off street parking, disturbance of nesting loons, shore erosion, disruption of peace and quiet of the pond, and aggravation of people trying to fish. The Board of Selectmen requested a letter be sent to the Inland Fisheries and Wildlife Department requesting they not permit these activities on Parker Pond again as the water body was too small to handle this additional activity over and above the normal activity which takes place there.
- The Board of Selectmen had questions regarding the Facilities Committee.

cbsmin08-05-97

NICHOLAS AND TAMMIE CHAGRASULIS

## PRELIMINARY PROPOSAL

FOR RELOCATION AND REUSE HOUSE TAX MAP#42 LOT #9

Our intention is for the house to remain in Casco Village as a single-family dwelling for the Chagrasulis family. We are interested in the quality of life that the village offers, especially for the children. Having a two year old son has made this consideration most important. We are also very much concerned that the house be preserved and restored to its proper dignity in the Village. The early numbers for moving the house are adding up rapidly.

Land	20000	Charles and Opal Chagrasulis
Foundation	6500	Robert Flynn
Excavation	10000	Alan Whitten
Cable	2000	
Phone	2400	
CMP	1500	
Mover	8000	Dana Watson
	<hr/> 50400	

That is just to move the house, not to make it liveable. We have exceeded the assessed value by 10000 already. In order to bring the systems up to code it needs:

Well	3000	
Electrical	3500	Stanford Electric
Plumbing	4500	Fickett and Jordan
Insul/sheetrock	5500	Glenn Maines
Chimney	1500	John Lord
Furnace	6500	C.M.Hall
Roof	4500	Glenn Maines
	<hr/> 29000	



After making the house liveable, there are other improvements that should be done to enhance its visibility in the village. There should be a barn/garage attached. It needs new appliances for occupancy. The building needs exterior repairs and painting. Landscaping to neaten its appearance, and to fit in with the village.

Add foundation	5500	Robert Flynn
Garage	8000	Glenn Maines
Painting	2500	
Landscaping	5000	
<hr/>		
21000		

Moving the house, and the necessary improvements, approx 100,000. This is more than most sane people would consider for the house and the work involved in renovating. We are still willing to discuss the possibility of this project, however we will need some help from the town in order to be able to get the job done, and within budget.

1. To be able to dump all construction debris from the existing site as well as the Debris involved with renovation.
2. Help from the town with tree removal along Rt. 121 in order to move the house
3. Possibly be able to use some of the fill that the town has stockpiled.

We currently do not have the deed work, soils test, or final bank approval for the project. I see no need to invest any money at this time without some assurance from the selectmen that there is some possibility that this proposal would be accepted.

Nicholas and Tammie (Tommy, too) Chagrasulis

Department had a situation where a standoff occurred for several hours and the Fire and Rescue Services provided traffic control and backup for that extended period of time. Sheriff Wesley Ridlon indicated that he greatly appreciated the efforts of all of the volunteer public safety people and felt this was an opportune time to give recognition of their service.

- Town Manager David P. Morton updated the Board of Selectmen regarding the activities of the Facilities Committee. Mr. Morton indicated that the committee was just getting started in dealing with the variety of different concepts for the village green. Mr. Morton requested that monies be released from the Greenhouse Capital Fund for additional survey work needed for the park to include the newly acquired property from Maine State Housing Authority. The Board of Selectmen authorized the expenditure of funds for extending the survey.
- The Board of Selectmen reviewed and approved CMP Pole Location Permits for Sunny Hill Road in the Roosevelt Heights Sub-division and for the Sebago Haven Line off the Point Sebago Road for a pole located for private service.
- The Board of Selectmen took up discussion on Paper Streets issue. There was an extended discussion regarding Paper Streets issues. Several people were present to discuss individual concerns about Paper Streets. Ensued an extended discussion regarding Paper Streets issues. The Board of Selectmen indicated an initial concern on discontinuing a number of Paper Streets which have been identified as having no municipal interest and have not been constructed. Mr. Dana Watkins of the Watkins Shores Association raised some concerns over streets in his sub-division. He asked the Board of Selectmen to defer their final decision until the next meeting and the Board of Selectmen agreed. The Board of Selectmen agreed to meet and discuss the issue of Paper Streets again on September 2, 1997 agenda.
- The Board of Selectmen reviewed and discussed the bids and proposals for the relocation of the former DeWever house on the Maine State Housing Authority grant. Mr. Morton indicated that Nick Chagrasulis had backed away from the project indicating it was economically not feasible for him to relocate the house even if he could have the house at no cost. The Town Manager is to attempt to find and contact companies who may be interested in some salvage value of the house. It was moved to put this item back on the agenda of September 16, 1997.

**MINUTES  
CASCO BOARD OF SELECTMEN  
September 23, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom

Staff Present: Dave Morton

Guests Present: Gil Avery, Ed Wade, Mike Homa, Mike Morton

- The Board of Selectmen approved bills signed warrants.
- Public participation and comment:
  - Gil Avery brought up the subject of SAD 61 bonding issue. Extensive discussion regarding the amounts and effects on municipal taxes.
- Town Manager, Dave Morton, updated the Board of Selectmen, regarding anticipated cost for up dating the Town computer system to function through the year 2000. Morton indicated he had recently sat down with the Gemini Company to review the current situation regarding software and hardware. Gemini Company was estimating approximately \$29,000.00 cost for updating our current system to work into and beyond the year 2000. After extended discussion the Board indicated that spending that much money without significant changes in the program, would be a questionable investment. The Board of Selectmen requested the Town Manager to investigate new computer systems and report back.
- The Town Manager went over final review of the Town Report printing bids. Board of Selectmen accepted low bidder.
- Town Manager, Dave Morton, updated the Board of Selectmen regarding the Maine State Housing Authority building on the village green. David Morton indicated that efforts were still being made to find some people to recycle the building, but in the interim, the fire department had been going in and out of the building and doing training on the building in anticipation of their using it. David Morton indicated that the fire department had not begun taking the building apart, but merely were in the planning stages.
- David Morton indicated that final closure of the old landfill part 2 had been undertaken. Morton indicated that the complaint from the DEP had led to the intermediate covering of the old landfill part 2. Dave Morton indicated that this was done on short notice, without bid, utilizing materials which were being picked up from the roadside ditching operation.

cbsmin09.23.97

**MINUTES  
CASCO BOARD OF SELECTMEN  
October 7, 1997**

Members Present: George Hanscom, Barbara York

Staff Present: David Morton, Ken Allen

Guests Present: Gil Avery, Allan Renfew, Paul Mitch, Allan Libby, Jr., Allan Libby

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
  - Town Manager, Dave Morton indicated that he had deferred the Auditor's visit until October 14th based on Calvin's absence. David Morton indicated the audit was important for all the Selectmen to be present and go over. Calvin had an interest and wished to be present.
- David Morton updated the Board of Selectmen regarding the Maine State Housing Authority building. Morton indicated that no people could be found to recycle the building. The fire department has taken over the property as a training exercise. There was some discussion and concern regarding the shrubbery around the building. Morton indicated he would seek some advise regarding the shrubbery as to its relative value and the advisability of trying to remove the shrubbery for reuse.
- Assessor Ken Allen was present to review with the Board of Selectmen the Town of Casco's Tax Appeal Policy. Ken went over the changes he thought were appropriate. The Board of Selectmen will take those into consideration. Ken indicated he would be bring in additional material which the Board would have an opportunity to digest and, at some point, make appropriate modifications to the existing Tax Appeal policy.
- Town Manager, David Morton, indicated the Board of Selectmen needed to consider updating the Town of Casco's General Assistance Ordinance. Morton indicated that this would be coming up at a later date. This is one of the few ordinances that was adopted by the Board of Selectmen versus Town Meeting.
- David Morton indicated that he would attempt to schedule the auditors for October 14th.
- The Board of Selectmen moved, seconded, and voted to adjourn.



**MINUTES  
CASCO BOARD OF SELECTMEN  
November 4, 1997**

Members Present: Barbara York, Calvin Nutting, George Hanscom

Staff Present: Dave Morton

Guests Present: Rich Emerson, with firm of Emerson  
Frazier and Shorette, Allan Renfrew, Gil  
Avery, Dick Willey, Carroll Morton, Irene  
Morton, Paul Mitch, Bill Dale, Attorney with  
Jensen, Baird, Gardner and Henry.

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
  - There was a brief discussion of the Fire Department's training program regarding the former DeWeaver house acquired from Maine State Housing. Town Manager Morton mentioned that the final building will be worked on Sunday, November 9th.
  - Allan Renfrew mentioned that the Maine Pigeon Association would be holding a program on Sunday, November 9th, at the Casco Town Hall.
  - Calvin raised a concern regarding the rescue unit. He was concerned with the fact that the rescue unit had once again gone out of state for painting and auto body work and was extremely upset with the paint job which had been done. Calvin indicated that the paint was of inferior quality of what we had experienced before and that metal flakes appeared in the paint in various places and the doors were not the same color and the pin striping job was defective. Dave Morton explained to Calvin that the Rescue Management Team had reviewed and discussed this matter and that local auto body shops who could provide the same type and quality of service on the aluminum body and address the problem with the seems were extremely expensive and the manufacture was unwilling to cost share with any local auto body shops. That resulted in a cost of approximately \$3,000 to \$5,000 to the Rescue to do the job locally or for the Rescue Department to send the job to Mass reduced the cost to \$800. Morton indicated the Management Team discussed the issue and agreed it should go back to Mass for repairs, noting that the company doing the paint job also supply the loaner vehicle free of charge during the time that the Rescue Unit is out of service. Morton indicated he concurred with the Management Team's agreement and

MINUTES  
Casco Board of Selectmen  
November 18, 1997

Members Present: Barbara York, Calvin Nutting

Guests Present: Gil Avery, Dick Willey, Allan Renfrew, Paul Mitch.

The Board of Selectmen approved bills and signed warrants.

Public Participation and comment:

- Paul Mitch updated the Board of Selectmen regarding the municipal aggregation process and presented material to the Board.
- Town Manager, David Morton, went over copies of a letter he sent to residents of Firelane 19 off Route 302 regarding threats from an unknown individual on the private road against the plowing contractor. Morton indicated that he sees these threats to be serious enough to discontinue plowing on that road until the issue can be resolved.
- Dick Willey brought up the subject of manhole covers in the Greenleaf subdivision indicating they were a problem to plow around.
- There was discussion of the use of the Maine State Housing building at the Village Green and training value to the Casco Fire Department. The Board of Selectmen moved to go ahead with this project.
- The Town Manager updated the Board of Selectmen regarding steps necessary to bring the municipal computer system into compliance with the year 2000.
- The Board of Selectmen discussed appointments of representatives to the Lakes Region Growth Council. The Board of Selectmen moved seconded and voted to appoint Dave Morton, Town Manager and Barbara York, Selectman, as representatives of the Town of Casco.
- Town Manager, Dave Morton, reviewed with the board complaints he had received regarding use of the Grange Hall on November 7, 1997 for a band concert. In discussion of this issue, the Board of Selectmen moved seconded and voted not to utilize the Grange Hall for this purpose by this particular group for a period of time. To be considered at a later date by the Board of Selectmen.
- There was discussion regarding steps to be taken to address the issue of acoustics in the gymnasium.
- It was moved, seconded, and voted to adjourn.

ATTEST:



David P. Morton, Town Clerk

**MINUTES**  
**Casco Board of Selectmen**  
**December 30, 1997**

**Members:** Barbara York, Calvin Nutting

**Staff Present:** David Morton

**Guests Present:** Rick Hall, Ralph Mains, Gil Avery, Ron Hawkes, Ron Brown, Tom Mulkern, Mike Corrigan, Dick Willey, Irene Morton, Carol Morton, Allan Renfrew, Wayne Ward, Mari Maxwell, Ron Epstein representing Jensen, Baird Gardner & Henry.

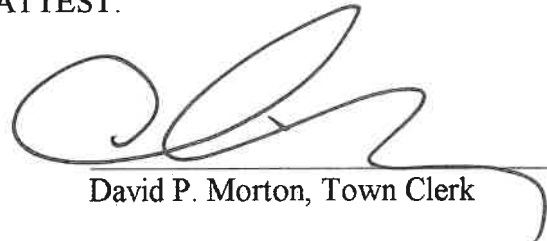
- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
- Tom Mulkern presented checks to the Board of Selectmen for monies received from the Casco Firemen's Association from Casco Days. Tom turned over \$20,400 to the Town of Casco:
  - \$900 to be deposited in the Fire Department account, the annual awards banquet, -
  - \$7,000 is the first of five payments for Tank 6 retrofit,
  - \$2,500 to be used for lettering in the new squad,
  - \$5,000 to be deposited in a Ride Replacement account,
  - \$1,000 to be deposited in the fire prevention account in the '98 and '99 school year,
  - \$4,000 to be deposited in the ride replacement account for the purpose of upgrading the food booth area in the Red barn.
- The Board of Selectmen acknowledged the funds and thanked Tom and the Firemen's Association for their fine work.
- Ralph Mains gave a quick overview of the Village Green project. The committee was meeting and reviewing options to include:
  - re-routing of Route 121,
  - parking for the Grange Hall,
  - parking behind the library,
  - regrading and improving of the Village Green area,
  - discontinuing of old Route 121, and,
  - a small memorial to be paid for by the Hancock family in Dave Hancock's memory.

- Tom Mulkern thanked the Board of Selectmen for their support in obtaining the Maine State Housing building in the Village Green for fire training purposes. Tom indicated that use of this for training purposes is invaluable and provided opportunity which otherwise would not have been available. In addition to the values of the training structure, Tom indicated that the activity associated with it has heightened and sparked interest in the Fire Department.
- Allan Renfrew brought up questions to the Board of Selectmen regarding progress on the boat ramp and progress of the addressing sound system indoor acoustics in the gymnasium. The board responded that they have taken no action. The Town Manager reported that the boat ramp was being investigated through two state agencies and that the acoustics for the gymnasium were being pursued but it appeared that a sound system may be the more economical method to address this issue.
- The Board of Selectmen requested the financial statements for the year ending December 30th to be available as soon as possible and no later than January 6<sup>th</sup> if possible.
- Wayne Ward brought up the issue of road salt. He felt the town should not be using road salt and that he had information that many towns were no longer using road salt or other deicers on the roadways. Questioned about which towns were not using deicers, Wayne was sketchy on details but believed that North Conway was no longer using deicers. In further discussions regarding the advantages, disadvantages, and costs, all agreed that if it were possible not to utilize deicers, it would be the preferred way to go both in terms of environmental impact and cost. However, we currently have no knowledge of how we could maintain our roads in the winter without use of deicers.
- They was a public service meeting at 7:30 PM to discuss the formation of a Tax Increment Finance district (TIF). Town Manager, David Morton, gave a brief overview with additional information supplied by legal counsel Ron Epstein from Jensen, Baird, Gardner and Henry. There ensued a number of questions. Wayne Ward vehemently stated his objections to consideration of a TIF district. Toward the completion of the public hearing, Ralph Mains spoke saying he felt the TIF district was an absolutely appropriate tool for addressing issues of financing of public safety infrastructure. The majority of those in the room felt TIF was an appropriate management tool.
- The Board of Selectmen opened discussions on the upcoming Town Meeting warrant. It was noted that a new computer system change upgrade was on the agenda. Wayne spoke in opposition to proposed changes to a DOS PC based system. Wayne felt that the current UNIX technology that was being used was far superior and indicated that systems could not function on a DOS PC based system. There ensued some extended debate. The Town Manager indicated they would not be voting on a system but rather on funding. A choice of systems



- The Board of Selectmen reviewed with the Facilities Committee a proposal for the development of the Village Green project. Ralph Maines was present representing the Facilities Committee and outlined the project to the Board of Selectmen. Ralph indicated that the Facilities Committee had reduced the cost of the project by \$40,000 by going with above ground utilities. Donna Norton, an abuttor to the proposed Village Green project, raised some questions regarding costs, incomplete plans and concern over the square foot cost for the construction of the road. Ellen Bailey, a teacher at Head Start, raised concerns over safety issues surrounding the use of the Grange Hall. Woody Verville raised concerns with the close proximity of the road to their driveway area. After extended discussion regarding the Village Green project, the Board of Selectmen accepted the report of the Facilities Committee and noted that this would be on the agenda for the Town Meeting this following Saturday.
- The Board of Selectmen deferred action of the appointment of a nominee to the PROP Board of Trustees.
- The Board of Selectmen deferred action on a letter to the new Town of Frye Island.
- The Board of Selectmen moved to go into executive session at 9:59 p.m. to review and discuss a request for an abatement of taxes due to poverty or infirmity. The Board of Selectmen moved, seconded, and voted to come out of executive session at 10:02 p.m.
- The Board of Selectmen moved, seconded, and voted to deny a request for abatement of taxes.
- The Board of Selectmen moved, seconded, and voted to adjourn.

ATTEST:



David P. Morton, Town Clerk

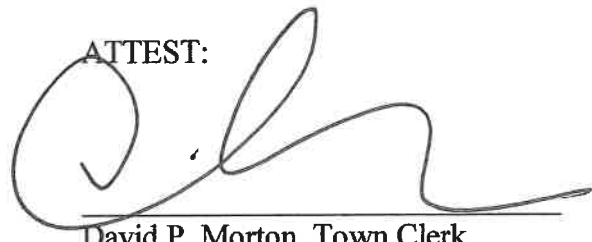
-The Board of Selectmen voted to recess for 10 minutes and then to take up the Village Green project.

Following a 10 minute recess, the Board of Selectmen convened discussions on the Village Green project. At this time, Selectmen Calvin Nutting was also present. Carol Hancock and Holly Hancock were present for this discussion. Ralph Maines, chairman for the Facilities Committee made a presentation on behalf of the Facilities Committee regarding the project. Tom Mulkern, from the Fire Department was present. Tom added his support for the Village Green project. Holly Hancock indicated that the Library Board of Trustees had reviewed and endorsed the project. There was extended discussion regarding benches and plantings.

Mrs. Donna Norton was present and discussed her concerns as an abutter with issues of safety and with issues of water drainage from her property;. Members of the Board of Selectmen who had visited her property agreed that there was a concern for water drainage. The Board of Selectmen requested that the construction not restrict water drainage from Mrs. Norton's property greater than what currently exists. Mrs. Norton then expressed concern about a fence. Ralph Maines indicated that a fence would be constructed and the committee proposed that it be placed prior to construction beginning. There was some discussion regarding the materials in the fence. The Board of Selectmen agreed that a more durable and long lasting fence would be appropriate. The Board requested the Town Manager to investigate fence materials and discuss these options with Mrs. Norton. The Board of Selectmen then moved, seconded and voted to endorse the Village Green Project and recommend its approval by the Casco Planning Board.

It was moved, seconded, and voted to adjourn.

ATTEST:

A handwritten signature in black ink, appearing to read 'David P. Morton', written over a horizontal line.

David P. Morton, Town Clerk

MINUTES  
Casco Board of Selectmen  
September 8, 1998

Members Present: Calvin Nutting, George Hanscom, Barbara York

Staff Present: David P. Morton

Guests Present: Donna Norton, Bill Coombs, Gil Avery, Allan Renfrew, Carol Morton and Irene Morton

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
- David Morton updated the Board of Selectmen regarding the Village Green project. Morton informed the Board of Selectmen that the Village Green committee a.k.a. the Facilities Committee voted to limit the amount and scope of work completed this fall to the roadway and the fence on the Norton property, roadway drainage from the Norton property roadway and the Grange Hall parking, and to discontinue a portion of the existing Leach Hill Road from the existing parking lot at the library to the intersection of Route 121. The balance of the work will be completed in the springtime.
- Town Manager David Morton updated the Board of Selectmen indicating that official notice had been received from the Maine Department of Environmental Protection regarding the approval of the application of the Portland Natural Gas Transmission Systems to change the location discharge point from Parker Pond to Mile Brook. The Board of Selectmen requested that letters be sent to all property owners on Parker Pond indicating that this change had occurred.
- There was discussion regarding the approval of the CMP location permit request on Quaker Ridge Road. The Board approved the location of the pole location permit and noted that it would be on the agenda next week in order to locate the appropriate paperwork for signatures.
- The Board of Selectmen discussed briefly the Town Hall hallway project. It was moved, seconded, and voted to accept the low bid for flooring and painting. The Board reviewed tile samples for flooring and will review paint samples at their next meeting.
- Bids for the 1998-1999 winter sand stockpiles were opened. Two bids were received. Low bid was from R.N. Willey and Sons of Casco at \$6.10 per cubic yard. Second bid received was from Adams Construction of Naples in the amount of \$8.00 per cubic yard. The Board of Selectmen moved, seconded, and voted to accept the low bid. The Board requested that the contractor look into using liquid calcium applications during the coldest periods of the year.



MINUTES  
Casco Board Of Selectmen  
September 15, 1998

Members Present: George Hanscom, Barbara York, Calvin Nutting

Staff Present: David P. Morton

Guests Present: Ed Wade, Gil Avery, Bill Combes

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
- Town Manager David Morton brought up the subject of a possible donation of property to the Town of Casco by the current owners of the property. The property involved is one that the town had looked at previously. It is a 70 acre parcel in South Casco. The owners are offering it to the Town of Casco without conditions. The Board of Selectmen indicated that Morton should pursue this item.
- There was extended debate between the Board of Selectmen as to whether the town should consider holding a public hearing prior to a Town Meeting to accept such a gift. Town Manager Morton indicated that a Special Town Meeting would be required as the current owners wanted to make the transfer prior to the end of the calendar year. The Board of Selectmen did vote and agree upon calling the Special Town Meeting to accept the gift and left open the discussion and debate over the possibility of a public hearing prior to the Town Meeting.
- The Board of Selectmen moved, seconded, and voted to approve a Central Maine Power request for a pole location adjacent to the Dembowski property on Quaker Ridge Road. Calvin Nutting requested the Road Commissioner to review the culvert at the new development being constructed at Quaker Ridge Road. Calvin indicated that it appears, as you approach the roadway, that the culvert is located too high in relationship to the Quaker Ridge Road and that the finished grade of the road surface is higher than required. The Town Manager/Road Commissioner to review this matter.
- The Board of Selectmen reviewed and approved a Central Maine Power contract agreement for utility changes in the Casco Village area as part of the Village Green project. The Board of Selectmen also unanimously approved the Town Manager to issue a manual check in advance of the next warrant for payment for this contract so that the contract could be started as soon as possible.

MINUTES  
Casco Board Of Selectmen  
March 9, 1999

Members Present: George Hanscom, Calvin Nutting, Barbara York

Staff Present: David P. Morton

Guests Present: Allan Renfrew, Ralph Maines, Jeff Preble from Preble Concrete, Gil Avery, Wayne Ward, Irene Morton, Carroll Morton, Dick Willey, Jim Willey

- The Board of Selectmen approved bills and signed warrants.
- Public participation and comment:
  - Town Manager David Morton brought up discussion of action taken at the Planning Board meeting on Monday, March 8, 1999. Town Manager Morton indicated that plans for construction and development of a new senior assisted living center were approved. The facility will be the business currently at the Casco Inn. The Casco Inn Residential Care Facility will be relocated to the junction of Route 302 and Point Sebago Road. The new facility will provide for more square footage and beds. The new facility will be two levels with each level being at ground level as it will be terraced into an existing hillside. Town Manager Morton indicated that it was exciting to have this business choosing to continue its facility in Casco. The Board of Selectmen agreed that the Town Manager should contact the owners of the Casco Inn and set up a ribbon cutting/ground breaking ceremony.
  - Chairman George Hanscom recognized Ralph Maines, Chair of the Casco Facilities Committee, regarding an update on the Village Green project and a request for approval on walkway expenditures. Ralph Maines briefly updated the Board of Selectmen indicating that the project is ready to start rolling and that the Facilities Committee wished the Selectmen to approve expenditures for the walkways. Ralph introduced Jeff Preble, of Preble Concrete, who explained the process of building and the advantages of stamped concrete walkways. Following Mr. Preble's presentation, George Hanscom made the motion to approve the expenditure as recommended by the Facilities Committee for the construction of concrete walkways in the Casco Village Green project.
  - The Board of Selectmen discussed the storm date for the community supper. The Board indicated that notices had been already set up show this coming Sunday,

## TOWN OF CASCO

## Memo

Include as  
P/O min. of  
selection mkt.  
3/9/99  
DM

**To:** Casco Board of Selectmen

**From:** Dave Morton

**CC:** Facilities Committee

**Date:** 03/09/99

**Re:** Sidewalks in Village Green project / Authorization to proceed

The Facilities committee has reached a consensus regarding the style, color and type of walkways in the Village Green project. The total square footage of the walkway is greater than originally conceptualized due to changes in plans over time, and a widening of the standard walkway from 3' to 4' in width.

In the course of planning and design, the committee has decided by consensus that the best material for the walkways is concrete. The reasons are as follows:

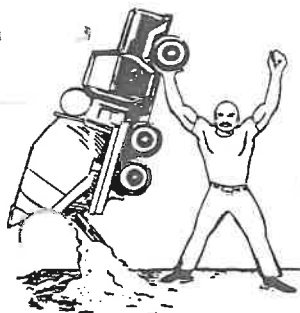
1. Concrete allows coloration to be incorporated into the mix.
2. Concrete has a longer life expectancy and lower annual maintenance cost than pavement.
3. Concrete is less expensive than brick walkways.
4. Concrete will allow a raised walkway for improved water drainage.
5. A textured pattern can be included in a concrete walkway.

The cost of concrete is a major factor in consideration. Options do exist for more expensive walkways (brick) or less expensive alternatives (gravel, pavement etc.) The committee has reviewed options with other materials and styles etc. and concluded that the textured concrete is the best material for the job.

The facilities committee has researched available certified contractors for this type of work. Jeff Preble's concrete of No. Raymond road has been the most highly recommended specialist for this type of work. Mr. Preble is a recognized and certified specialist in the installation of stamped concrete applications.

In review of the current budget projections, the committee believes that the proposed walkways will remain within the overall budget.

The committee would like to obtain authorization to proceed with the work as proposed by Jeff Preble's Concrete co.



# Jeff Preble's CONCRETE

PAGE 1

Item 9.#

3/4/99

A.C.I. Certified

26 No. Raymond Road, Gray ME 04039  
(207) 657-4239

Concrete Paving • Stampcrete Decorative Concrete • Therm-O-Wall Building Systems

TOWN OF CASCO: NEW TOWN CENTER WALK  
INSTALL NEW WALKS AS DRAWN  
WITH ADDED WALK AT CASCO TOWN HALL.

SCOPE OF WORK & MATERIALS:

SUPPLY ALL MATERIALS AND LABOR TO  
INSTALL STAMPED CONCRETE WALKS  
WITH A COBBLESTONE PATTERN,  
COOL GRAY COLOR, CHARCOAL RELEASE,  
BLACK BEAUTY, CURING, AND SALT GUARD.  
CONCRETE TO BE 4000 P.S.I WITH FIBER  
(SIMILAR TO D.O.T. CLASS A.) TOTAL SQ. FT.  
4032<sup>0</sup>, PRICE PER SQ. FT. \$7.50  
TOTAL COST \$30,240.00

IF WE DO LIBRARY TO PARKING LOT  
WALK BROOM FINISH IT WOULD  
LOWER COST \$1012.50 FOR A TOTAL  
OF \$29,227.50

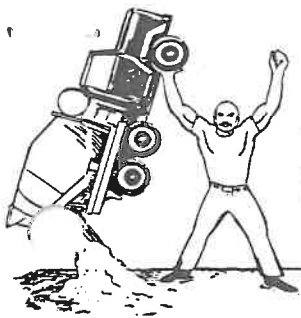
IF WE DO THE WHOLE PROJECT COBBLE  
STONE AND THE TOWN WOULD ALLOW  
J.P.C. INC. TO PUT UP AN ADVERTISING  
SIGN FOR 12 MONTHS FROM COMPLETION  
WE WOULD REDUCE PRICE \$.50/SQ. FT.

Terms As Noted

60

NEXT PAGE





# Jeff Preble's CONCRETE

PAGE 2

Item 9.#

3/4/99

A.C.I. Certified

26 No. Raymond Road, Gray ME 04039  
(207) 657-4239

Concrete Paving • Stampcrete Decorative Concrete • Therm-O-Wall Building Systems

TOWN OF CASCO: NEW TOWN CENTER WALKS  
FOR A TOTAL REDUCTION OF  
\$2016.00 FOR A TOTAL PRICE  
OF \$28,224.00

THANK YOU

Jeff Preble

TERMS 1/3 DOWN, 1/3 AT 50%,  
1/3 AT COMPLETION

Updated  
3-4-99Town of Casco  
Village Green  
budget update

item	original	expended	bal.	revised est.	notes
	<b>budget</b>	<b>ytd 2-11-99</b>	<b>2/11/99</b>	<b>for completion</b>	
<b>Engineering</b>				500	final drawings as constructed.
<b>Road Construction</b>	34,000	24,456	9,544	30,000	includes: roadway, grading loaming
Leach hill road realignment				not to exceed	& seeding ,parking, behind library
Reclaim abandoned portion of Leach Hill rd.				bid	prep for walk ways
Grange hall parking area					excavation
Road culverts					
grading /loaming/seeding					
paving (road area only)					
<b>Pavement marking</b>	750	0	750	750	estimate only
Parking lot markings					
cross walks					
road centerline stripping					
<b>Utility company Changes</b>	54,584	36,051	18,533	0	contract with cmp & maine tel.
bundle over head utilities	(estimate)				
Underground placement leach hill rd.					
drops to leach hill rd. buildings					
<b>Grading loaming seeding park</b>	5,000	0	5,000	0	incl. in road construction above
<b>Brick Circle</b>	10,000	0	10,000	10000	contract with project architect ( Hancock funds)
24' dia. to be done in brick					

updates of V. G. Cons. Bud. 2-17-99 , 3-4-99

cost. est. 3-4-99

Updated  
3-4-99Town of Casco  
Village Green  
budget update

<b>Walkways</b>	18,500	0	18,500	29300		prep work included in road construction price
Depends on choices / materials						
492'x4' == 1968 Sq. FT. sidewalks						
Fig. @ \$9.25 / sq. ft. ( for textured concrete)						
<b>Signs</b>						
Road, directional, informational, other?	500	304	196	500		estimate only
<b>Parking</b>	35,000	0	35,000	19,000		(paving) The base work included in the road construction price above
1. Library handicap						
2. parking behind Library						
<b>Tree Removal / Disposal</b>	2000	350	1,650	0		
<b>Lighting</b>	2500	0	2,500	6500		original budget was low for interior lighting estimate only
<b>Curbing</b>	1400	0	1,400	1400		estimate
400 L/ft. x 3.50 .L/ft.						
<b>Relocation of historical bldg..</b>	7500	7600	-100	0		

updates of V. G. Cons. Bud. 2-17-99 , 3-4-99

cost. est. 3-4-99

## 64

updates of V. G. Cons. Bud. 2-17-99 , 3-4-99  
cost. est. 3-4-99

MINUTES  
Casco Board Of Selectmen  
December 19, 2000

Members Present: Calvin Nutting, Barbara York, George Hanscom

Staff Present: David Morton

Guests Present: Allan Renfrew, Carroll Morton, Irene Morton, Gil Avery, Paul York

- The Board of Selectmen approved bills, signed warrants, and approved minutes.
- There was no public participation or comment.
- The Board of Selectmen reviewed and signed the warrant for the Special Town Meeting to be held January 13, 2001.
- The Board of Selectmen discussed inquiries by the Route 302 and You Committee regarding the Quaker Ridge/Route 302 intersection. The committee had noted that this was a problematic intersection and was requesting input from the town as to the position the town would like the Route 302 and You Committee to take. There were several alternate designs that were proposed, closing off one or more of the current entrances onto Route 302 at either end of the old South Casco Village Road and at the Quaker Ridge Road junction. The Board of Selectmen thought it was appropriate to hold a meeting at South Casco sometime in January and to extend an invitation to representatives from the Route 302 and You Committee to discuss with residents of the South Casco area their feelings regarding this particular intersection.
- The Board of Selectmen discussed the wisdom of changing the lamp fixtures in the lamps on the Village Green. It was noted that it would cost approximately \$250 per lamp to change from the current 130-watt bulbs down to 70-watt bulbs. It had been tried with one lamp and there was little change. The Board of Selectmen requested the Town Manager to investigate other methods for reducing the glare from the lamps.
- The Board of Selectmen reviewed and continued to discuss the Mutual Aid Agreement for fire fighting. This was deferred for signing until a later time.
- It was noted that there would be no Board of Selectmen's meeting held on December 26, 2000.

MINUTES  
Casco Board Of Selectmen  
January 2, 2001

Members Present: Calvin Nutting, Barbara York, George Hanscom

Staff Present: David Morton

Guests Present: Allan Renfrew, Gil Avery, Carroll Morton, Irene Morton, Wayne Ward

- The Board of Selectmen approved bills, signed warrants, and approved minutes.
- Public participation and comment:
  - Allan Renfrew discussed the relative brightness of the lights in the Village Green. Allan indicated he thought that bright lights were fine and that the intensity should not be diminished.
  - There was discussion regarding wages and compensation at the Bulky Waste Facility. Calvin Nutting noted that the Transfer Station Council was currently going through those discussions.
  - Allan Renfrew raised concerns on the amount of processed product that was available at the Bulky Waste Facility. Allan thought that the amount on had was excessive.
- The Board of Selectmen indicated that they would discuss wages and compensation on February 6, 2001.
- The Board of Selectmen reviewed the calendar for January 2001.
- The Board of Selectmen reviewed and signed the Mutual Aid Agreement for fire fighting.
- The Board of Selectmen reviewed forms to be used in the performance evaluation during the joint meeting with the New Gloucester Selectmen. The Board will be meeting with the New Gloucester Board of Selectmen on Wednesday, January 10, 2001 here in Casco.
- The Board of Selectmen noted that the meeting in South Casco regarding the Quaker Ridge/Route 302 intersection date was still being formulated. The Board requested a date be established soon.

MINUTES  
Casco Board Of Selectmen  
May 15, 2001

Members Present: Calvin Nutting, Barbara York

Staff Present: David Morton

Guests Present:

- The Board of Selectmen approved bills, signed warrants and approved minutes.
- Public participation and comment:
- The Board of Selectmen reviewed the Contract Zoning Agreement Amendment with Casco Realty Trust and Gould Enterprises and voted, once again, to place this on the Town Meeting Warrant.
- The Board of Selectmen discussed the Maine on-line motor vehicle registration program. The Board voted to participate in this program. It was noted that customers would be paying credit card fees directly to the company providing the service. In addition, the municipal agent collection fee would go to that company and there would be a deduction of 2½% for the credit card charge and costs which would be deducted from the excise tax that comes back to the town.
- Town Manager David Morton discussed the Village Green lighting issues. Town Manager Morton indicated he was trying some different types of glass in the lenses of the lights to try and reduce the glare.
- The Board of Selectmen reviewed and approved a request for renewal of a liquor license for the Stagecoach Restaurant.
- The Board of Selectmen moved, seconded and voted to adjourn with a note that there would be no meeting next week, May 22, 2001.

ATTEST:



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David P. Morton, Town Clerk



MINUTES  
Casco Board Of Selectmen  
June 5, 2001

Members Present: Calvin Nutting, Barbara York, George Hanscom

Staff Present: David P. Morton

Guests Present: Gil Avery, Mr. and Mrs. Jim Sutton, Carmen Lone, Allan Renfrew

- The Board of Selectmen of approved bills, signed warrants, and approved minutes.
- Public participation and comment:
  - Barbara York requested to know when the paving work would be discussed. Calvin Nutting echoed his concerns. The Board of Selectmen indicated they would like that on an upcoming agenda.
- David Morton reviewed correspondence from bond counsel, Ron Epstein, from Jensen, Baird, Gardner & Henry, reviewing the reasons why a Special Town Meeting would be appropriate for bond counsel to give approval for bonding. The Board of Selectmen moved, seconded and voted to have the Town Clerk prepare a warrant as outlined in material sent from Attorney Epstein and set the date for the Special Town Meeting to be the day of the regular Town Meeting at some point following it. The Town Clerk is to work out the details with the attorney. The Board of Selectmen will sign the warrant for posting on Friday.
- The Board of Selectmen reviewed and discussed the proposal to put frosted glass in the lamps on the Village Green. Jim Sutton, from Lake Region Glass & Mirror, was present to discuss the product that he would be providing. The estimated cost was \$49.00 per unit. The Board of Selectmen moved, seconded and approved the \$49.00 expense for each lamp. The money to come from Contingency.
- Town Manager David Morton updated the Board of Selectmen regarding his efforts to address the list of items that were brought to the Selectmen's attention by a group from Webbs Mills at the last Board of Selectmen's meeting. Morton indicated that he was expecting a quote for a new swim float at the Crescent Lake Beach and that he had contacted police services regarding an immediate problem with vandalism and public drinking at the Crescent Lake public beach. Morton had talked with law enforcement authorities regarding the speeding problem at the



David Morton indicated he would be meeting with the Budget Committee prior to the Town Meeting on Saturday and would discuss that issue with the Budget Committee as well.

- Town Manager David Morton indicated to the Board of Selectmen that meetings of the Transfer Station Council would be delayed until the Naples Board of Selectmen had appointed a Selectmen's representative from Naples.
- There was discussion regarding attendance to the Greater Portland Council of Governments annual meeting on June 21, 2001. Town Manager David Morton will be attending representing the Town of Casco.
- Town Manager David Morton discussed costs for tree service in the Village Green and Casco Day Park. Morton discussed the need for deep root fertilization of the trees and problems with caterpillars in the trees. The Board of Selectmen moved, seconded and voted to designate \$3,000 from Contingency to be carried forward for this purpose.
- The Board of Selectmen moved, seconded and voted to adjourn.

ATTEST:



David P. Morton, Town Clerk

MINUTES  
Casco Board Of Selectmen  
July 31, 2001

Members Present: George Hanscom, Barbara York, Calvin Nutting

Staff Present: David Morton

Guests Present: Gilbert Avery, Allan Renfrew

- The Board of Selectmen reviewed bills and signed warrants.
- The Board of Selectmen discussed a request by Loon Echo Trust to place a large information/advertising sign on the Village Green for their upcoming bicycle event in September. The Board of Selectmen discussed the issue and was concerned about setting a precedent for having billboards placed on the Village Green. The Board of Selectmen indicated that it was intended to be an open green. The Board of Selectmen unanimously decided not to allow a sign to be placed on the Village Green with the exception of the day of the event. The Board of Selectmen indicated the Town Office marquee and the Fire Station marquee could be available to Loon Echo to advertise their event.
- There was discussion regarding milfoil warning signs. Town Manager David Morton indicated that there were some milfoil warning signs that were being erected around the state; some by the State of Maine and some by communities or conservation organizations. The cost for the signs was \$450 each. There was some discussion. The Board of Selectmen felt that one sign would be the greatest expense the town could bear and that one sign was totally inadequate for whole town. Where to place that one sign would be an issue of contention. The Board of Selectmen deferred on this issue.
- The Board of Selectmen reviewed paving bids which were opened July 31, 2001 at noon. Two bids were received:
  1. Pike Industries at \$34.30 per ton.
  2. Blue Rock Industries at \$34.75 per ton.

There was some discussion regarding the difference in estimates for the amount of material to be used. The Board of Selectmen awarded the bid to the low bidder, Pike Industries, at \$34.30 per ton with the stipulation that the Town Manager reviews the type and amount of material to be used in each particular job.

- There was discussion regarding changing over of fuel tanks at the Central Fire Station. Town Manager Morton indicated he had contacted Clean Harbors regarding cleaning and removal of the tank. Morton indicated the cost would be \$750 once all the gasoline was removed. Morton indicated that he had opted to

MINUTES  
Casco Board Of Selectmen  
April 16, 2002

Members Present: George Hanscom, Barbara York, Calvin Nutting

Staff Present: David Morton

Guests Present: Allan Renfrew, Holly Hancock, Paul Edes, Gil Avery

- The Board of Selectmen approved bills, signed warrants and approved minutes.
- Public participation and comment:
  - Allan Renfrew brought to the Board of Selectmen's and the Town Manager's attention the fact there was shoulder damage on the Leach Hill Road.
  - Holly Hancock updated the Board of Selectmen regarding the addition project for the library. In addition, Holly requested the town to consider maintaining the library lawn in front of the library adjacent to the Village Green. The Board of Selectmen asked the Town Manager to include the library lawn in the mowing. The Town Manager to talk with the contractor regarding any necessary adjustments.
- The Board of Selectmen moved, seconded and voted to purchase a replacement battery support system for the Rescue Department.
- There was discussion regarding the School Administrative District #61 budget hearing to be held April 29, 2002 and the Referendum vote on May 21, 2002.
- Other business:
  - Calvin Nutting requested the Town Manager to look into installation of guard rails on the Raymond Cape Road. The Town Manager indicated he was talking with Nathan White, Road Commissioner in Raymond, regarding a joint project with the Town of Raymond.
  - The Town Manager to check on our tax meeting schedules for Allan Renfrew.
- The Board of Selectmen moved, seconded and voted to go into executive session under Title 1 M.R.S.A., Subsection 405, Paragraph 6, Part A to discuss completion of the Town Manager's evaluation and discussion of the Town Office personnel compensation. The Board of Selectmen adjourned into executive



## NOTICE OF VIOLATION AND ORDER TO CORRECT

DATE: May 15, 2025

OWNER: Deanna Hutnik-Raihl

LOCATION: 131 Tenney Hill Road

PARCEL ID: 5-13

ZONING: Residential (R)

Dear Deanna:

Following a May \_\_, 2025 inspection I encountered no fewer than four (4) recreational vehicles located on the above-referenced property, which is owned by you pursuant to a deed from Dianne B. Bell, Personal Representative of the Estate of Ronald P. Fogg, dated May 21, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26086, Page 265 (the "Property"). Upon further discussions with you, I determined that each recreational vehicle is currently being used as a permanent (and not temporary) dwelling unit, and because none of these recreational vehicles are registered or road worthy, all are considered structures that to date have not been permitted by the Code Enforcement Office.

As such, the Property is in violation of the following provisions of the Town of Casco Zoning Ordinance (the "Ordinance"):

- **Section 215-2.1:** "No recreational vehicle shall be used for permanent residential purposes;" "In order to be considered a vehicle and not a structure, the unit must be able to be transported over public roads, must remain with its tires on the ground, must be road worthy, and must possess a valid current registration sticker from any state division of motor vehicles"; and
- **Section 215-4.6:** The minimum land area per dwelling unit in the Residential District is 60,000 square feet. At four (4) acres (174,240 square feet), the Property can accommodate no more than two (2) total dwelling units. The Property currently contains five (5) total dwelling units – your mobile home and the four (4) recreational vehicles.
- **Section 215-6.1.A.1:** "No building or structure shall be erected, moved, added to, or structurally altered without a permit therefor issued by the Code Enforcement Officer to the owner of record or his authorized agent."

Within thirty (30) days of the receipt of this letter, **you must remove all recreational vehicles from the Property, or otherwise ensure that the same are not used for permanent residential purposes, to the satisfaction of the Code Enforcement Office. To the extent that these recreational vehicles will remain on the Property and be used for non-residential purposes, you must also apply for and receive building permits from the Code Enforcement Office.**

Failure to comply with this notice of violation may lead to this matter being referred to the Town's attorney for legal action and possible civil penalties, as provided for in 30-A M.R.S. § 4452. In the event that the Town takes such an action and is

successful in proving the violation, the Court may impose a penalty of between \$100 and \$2,500. The Court may impose a separate penalty for each day that the violation has continued. The Town will ask the Court to order you to cease the violation and to take all actions required to bring the property into full compliance with the requirements of the Ordinance. In addition to these remedies, State statute requires the Court to order a person who is found in violation to pay the costs of the Town's expenses of bringing the case, including its reasonable attorney's fees.

**You have the right to appeal this Notice of Violation to the Town of Casco Appeals Board. Any such appeal must be filed with the Town no later than forty-five (45) days from the date of this letter, pursuant to Section 215-6.3.D.2 of the Town of Casco Zoning ordinance. If you fail to file an appeal within forty-five (45) days of the date of this letter, you may forfeit the right to challenge the allegations listed in this Notice of Violation in any future proceedings, including but not limited to subsequent land use enforcement proceedings initiated against you in Maine District Court. Please note, however, that your filing of an appeal does not stay or otherwise waive the accrual of daily penalties while the appeal is pending.**

Please contact me as soon as possible to discuss the situation and possible solutions. I can be contacted by phone at (207) 627-4298 or by email at [ceo@cascomaine.org](mailto:ceo@cascomaine.org).

Sincerely,

John Wieseemann  
Code Enforcement Officer  
Town of Casco, Maine

cc: Tony Ward, Town Manager  
Benjamin T. McCall, Esq., Town Attorney

encl: Inspection Photos, May \_\_, 2025  
Town of Casco Zoning Ordinance, Sections 215-2.1, 215-4.6, 215-6.1, and 215-6.3













## INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

WHEREAS, the Towns of Casco, Naples, and Raymond, are municipal entities of the State of Maine; and

WHEREAS, Maine Towns have the authority to enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which each is authorized by law to perform; and

WHEREAS, Maine Towns are obligated by 7 M.R.S.A. § 3947 to appoint a State-certified Animal Control Officer; and

WHEREAS, the Towns of Casco, Naples and Raymond currently share the services of a duly certified Animal Control Officer and a vehicle for said Officer; and

WHEREAS, the Towns of Casco, Naples, and Raymond desire to enter into a formal partnership to cost-share the expenses of a full-time Animal Control Department, hereinafter referred to as the "Department", to better recruitment and retention efforts and for the encouragement of tenure in duly certified officers.

NOW, THEREFORE, this agreement is made and entered into as of the 13th day of August 2024, by and between the Town of Casco, the Town of Naples, and the Town of Raymond, hereinafter referred to as the "Towns".

**PURPOSE.** This Agreement is for the purpose of authorizing the Towns to provide Animal Control Services to the Towns under the following terms:

**TERM.** The term of this Agreement shall be one (1) year, beginning on July 1, 2024, and shall automatically renew for additional one (1) year terms thereafter at which time the Agreement will be reviewed by the Towns annually in January for any needed updates; provided, however, that any party shall have the right, upon one hundred twenty (120) days written notice to the other Towns, to terminate this Agreement at the end of a fiscal year, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination. It is understood that the Town of Naples has provided notice of its intent to withdraw from this interlocal agreement on June 30, 2025.

If one of the Towns desires to terminate this agreement prior to the end of a fiscal year, that community shall be dutifully and financially obligated to complete the terms of this agreement until June 30<sup>th</sup> of that fiscal year.

**FINANCIAL MANAGEMENT.** The Town of Casco, hereinafter referred to as "Casco", agrees to be the fiduciary agent for budget management for the Department. Casco will bill the Town of Naples, hereinafter referred to as "Naples" and bill the Town of Raymond, hereinafter referred to as "Raymond", on a monthly basis based on previous months' expenditures.

**EMPLOYMENT.** Casco agrees to be the Employer of the Departmental staff and shall be responsible for hiring, discipline, termination, and with consultation from the other Towns, annual review of



employees as well as payroll and benefits management. Employees shall be subject to the Town of Casco employee benefit offerings and will follow the policies established for Casco employees. Casco will submit requests for reimbursement from Naples for Employment expenses. Casco will submit requests for reimbursement from Naples for payroll and employment expenses.

**BUDGET.** At or around the beginning of each calendar year, the town managers from each of the Towns will meet with the Department and formulate a proposed budget to be presented to each of the Town's respective budget preparation processes. The annual budget proposal must be completed not later than 120 days prior to June 30th of the calendar year.

The budget in the fiscal year 2025 shall be \$120,575 and shall be divided equally in the amounts of \$40,191.68, **see Attachment A**, between the Towns but shall not include shelter, kennel or emergency veterinary expenses that are customarily contractual charges to each of the Towns independently. The first year's budget sharing formula will be based on the previous five years of response statistics as provided by the Cumberland County Emergency Communications Center. The Towns mutually agree to review the response statistics every three years following the completion of this first year to determine if the cost sharing assessments need adjustments according to said statistics.

**VEHICLE AND EQUIPMENT.** Raymond agrees to own, register, insure and provide maintenance to any vehicle jointly purchased between the three towns as per the previously agreed upon Memorandum of Agreement dated June 11, 2018. Equipment and supplies for the department will be purchased for the department by Raymond. Raymond will submit requests for reimbursement from Naples for vehicle and equipment expenses. The vehicle will be brought into the Raymond garage for regular maintenance at least the first week of January, April, July, and October.

**SERVICES.** The Department staff shall provide services within the primary jurisdictional borders of Casco, Naples, and Raymond. Services and employment expectations shall be defined in mutually agreed job description between the three communities, **see Attachment B**. Mutual aid agreements with communities outside the primary jurisdiction will be considered on a case-by-case basis and approved by the Towns. Hours of expected services are defined by a mutually agreed upon policy, **see Attachment C**.

**RECORDS and FILES.** The Department staff will maintain all records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept on file and recorded with the Courts. Naples will provide a file cabinet for the secure storage of records and files. If this Agreement is terminated, said records and files shall be transferred to the Department for relocation.

**REPORTS.** The Animal Control Officer shall provide monthly reports to each Town Manager outlining the previous month's calls for service. This statistical report should include the number of calls for service, types of call for service and any additional information needed for clarification of services. The monthly report shall be provided to each Town Manager by the second Tuesday of the month. In addition, the Animal Control Officer shall provide an annual synopsis of the previous year's calls for service.

**INSURANCE.** Casco shall provide all necessary insurance, including but not limited to liability and

**SCOPE.** This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be amended, modified, or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

**EXCLUSIVITY.** The parties agree that this is an exclusive service agreement. No party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other parties. The Department and its employees may not provide similar services to other entities and must always fulfill the obligations and duties and meet the standards established in this Agreement.

**SEVERABILITY.** The provisions of this Agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

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

TOWN OF CASCO

BY: 

Date: 8/27/2024

Anthony Ward, Town Manager

TOWN OF NAPLES

BY: 

Date: 27 Aug 2024

Jason Rogers, Town Manager

TOWN OF RAYMOND

BY: 

Date: 8/27/2024

Susan Look, Town Manager

## Appendix A

FY 25

## ANIMAL CONTROL COST CENTER

	APPROVED FY22	APPROVED FY23	APPROVED FY24	DEPARTMENT HEAD FY25	Tri Town Managers Recommendation FY 25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>104 PUBLIC SAFETY</b>							
<b>03 ANIMAL CONTROL</b>							
<b>10 PAYROLL</b>							
09 ASSISTANT ACO	\$ 9,100	\$ 5,000	\$ 5,000	\$ 20,800	\$ 20,800	\$ 15,800	316.00%
17 ANIMAL CONTROL OFFICER	\$ 36,420	\$ 37,877	\$ 45,760	\$ 47,362	\$ 47,362	\$ 1,602	3.50%
98 OVERTIME	\$ -	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	100.00%
Subtotal	\$ 45,520	\$ 45,877	\$ 55,760	\$ 73,162	\$ 73,162	\$ 17,402	31.21%
<b>11 BENEFITS &amp; INSURANCE</b>							
01 HEALTH INSURANCE	\$ 28,060	\$ 28,620	\$ 29,765	\$ 31,026	\$ 31,026	\$ 1,261	4.24%
02 FICA/MED/RETIREMENT	\$ 4,552	\$ 4,736	\$ 5,406	\$ 6,624	\$ 6,624	\$ 1,218	22.53%
03 WORKERS COMP	\$ 460	\$ 460	\$ 460	\$ 436	\$ 436	\$ (24)	-5.22%
Subtotal	\$ 33,072	\$ 33,816	\$ 35,631	\$ 38,085	\$ 38,085	\$ 2,454	6.89%
<b>20 UTILITIES</b>							
02 PHONE/CELL PHONES	\$ 828	\$ 828	\$ 828	\$ 828	\$ 828	\$ -	0.00%
Subtotal	\$ 828	\$ 828	\$ 828	\$ 828	\$ 828	\$ -	0.00%
<b>30 SERVICES</b>							
06 PROFESSIONAL SERVICES	\$ 5,352	\$ 5,214	\$ 5,214	\$ 5,214		\$ (5,214)	-100.00%
09 DUES & FEES	\$ -	\$ 154	\$ 154			\$ (154)	100.00%
33 VETERINARIAN SERVICES	\$ -	\$ 2,000	\$ 1,000	\$ 1,000		\$ (1,000)	100.00%
Subtotal	\$ 5,352	\$ 7,368	\$ 6,368	\$ 6,214		\$ (6,368)	-100.00%
<b>50 SUPPLIES &amp; EQUIPMENT</b>							
01 SUPPLIES	\$ 2,000	\$ 4,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	0.00%
13 NEW EQUIPMENT	\$ 10,500	\$ 2,200	\$ 1,200	\$ 2,000	\$ 2,000	\$ 800	66.67%
14 UNIFORMS	\$ -	\$ 1,000	\$ 2,000	\$ 1,200	\$ 1,200	\$ (800)	100.00%
Subtotal	\$ 12,500	\$ 7,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ -	0.00%
<b>60 REPAIRS &amp; MAINTENANCE</b>							
06 GAS/DIESEL	\$ -		\$ 2,150	\$ 2,000			
07 EQUIPMENT REPAIR/MAINT.	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ (1,000)	-50.00%
21 ACO VEHICLE	\$ -	\$ 2,000	\$ 2,000	\$ 2,000		\$ (2,000)	100.00%
Subtotal	\$ 1,000	\$ 3,000	\$ 6,150	\$ 5,000	\$ 1,000	\$ (5,150)	-83.74%
<b>70 TRAINING &amp; TRAVEL</b>							
01 CONFERENCE/TRAINING FEES	\$ 500	\$ 2,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ -	0.00%
02 MILEAGE	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ -	0.00%
Subtotal	\$ 1,300	\$ 2,800	\$ 1,800	\$ 2,800	\$ 1,800	\$ -	0.00%
<b>104-03 ANIMAL CONTROL: SUBTOTALS</b>	<b>\$ 99,572</b>	<b>\$ 101,389</b>	<b>\$ 112,237</b>	<b>\$ 131,789</b>	<b>\$ 120,575</b>	<b>\$ 8,338</b>	<b>7.43%</b>



## JOB DESCRIPTION

Position Title	Department	Reports to
<b>Animal Control Officer</b>	Administration	Town Manager(s)
Employment Status	FLSA Status	Effective Date
<input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt	July 2024

### POSITION SUMMARY

The Animal Control Officer (ACO) will enforce laws concerning the care and treatment of animals, protect and rescue domesticated animals, and maintain public health standards. The animal control officer's duties are enforcement of Title 7 sections 3911(Dogs at Large), 3912(Disposition of Dogs at Large), 3916(Rabies Vaccinations), 3921(Dog Licenses Necessary), 3924(Violations), 3948(Animal Control), 3950(Local Regulations), 3950-A(Official Refusal or Neglect of Duty), 3952-A (Keeping a Dangerous or Nuisance Dog) and 4041(Animal Trespass) and 4042 (Stray Livestock) and Title 17, section 1023(Investigating Animal Cruelty), responding to reports of animals suspected of having rabies in accordance with Title 22, sections 1313(Suspect Animals) and 1313-A(Destruction of Suspect Animals) and any other duties to control animals as the municipality may require to protect public safety and the welfare of animals. The ACO shall enforce local Animal Control the municipalities have approved. The ACO must be sensitive to potential community reactions to operational activities.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions include, but are not limited to the following:

- Interpret and enforce federal and state laws and local ordinances pertaining to animals and the safety, health, and welfare of the public while assuring the humane treatment of animals.
- Investigates alleged animal abuse, animal care, or behavior violations, as well as reports of injured, stray, sick, or dangerous animals.
- Responds to citizen calls for services and assists in resolving conflicts between parties involving animal control issues including, but not limited to, dangerous animals, nuisance animals, animal trespass, injury, and property damage, assesses potential for actual danger and injury to or from animals and assigns degrees of animal confinement accordingly.
- When an owner cannot be located: capture, impound, quarantine, and arrange for an appropriate transport or animal to the municipalities' contracted shelter; transport injured animals to a veterinarian for treatment of, while attempting to locate owners.
- Investigate animal bites; quarantine suspected rabid animals; collect and transport specimens to State laboratory; complete injury/bite reports for the Maine Center for Disease Control and enforce rabies quarantine.
- Participate in active dog licensing programs and follow-up on delinquent or pending dog licenses.
- Attend court, assist prosecuting attorneys, and provide expert testimony in court cases. Issue warnings, notices to comply, serve civil and criminal summonses, and civil notices as indicated. Draft, submit, and serve ex-parte orders and containment orders.

- Create, monitor, and maintain case files. Keep statistical data and prepare written reports as required. Provide pertinent information to persons involved in enforcement action and prosecuting attorneys, animal owners, and the general public as permitted/required.
- Coordination and management of relationships with a diverse range of agencies, ensuring seamless communication and collaboration.
- Participate in the selection of animal control staff; provide or coordinate staff training; work with employees to correct deficiencies. Plan, prioritize, assign, and review the work of staff responsible for providing assistant animal control services and activities within the department.
- Recommend and assist in the implementation of goals and objectives, schedules, and methods for providing animal control services; implement policies and procedures.
- Participate in the preparation and administration of the animal control budget; submit budget recommendations; monitor expenditures.
- Purchase and maintain inventory of supplies, and equipment necessary for operation.
- Uphold basic principles of public relations through community education strategies as well as resource management/allocation.
- Must maintain weekly meetings with all three Town Managers.

#### **SKILLS AND ABILITIES:**

- Excellent customer service skills
- Ability to maintain composure and scene safety, while acting quickly and effectively in an emergency.
- Ability to read, interpret, and implement ordinances, codes, laws, and established policies and procedures. Understand and follow written and verbal instructions.
- Ability to interact effectively with the public under stressful conditions; communicate effectively, both verbally and in writing to audiences of various social, educational, and economic backgrounds.
- Ability to learn the use of keyboard and computer operation for required automated systems and processing associated paperwork.
- Ability to prepare documents, give clear and comprehensive reports, and provide required documentation of activities.
- Skilled in animal identification, behavior, health, and application of species-specific care or control methods, techniques, and use of force.

#### **EDUCATION & EXPERIENCE QUALIFICATIONS:**

- A high school diploma or equivalent is required
- Preferred two (2) years of experience in animal control or related experiences

#### **LICENSES OR CERTIFICATES**

- Must Possess and maintain valid Maine driver's license
- Successful completion of phase 1 and 2 Maine Animal Control Officer training or Advanced Animal Control Officer 1 training through a NACA-approved academy within 1 year of hiring
- First Aid/CPR certificate or obtain within 6 months of hiring
- Rabies vaccination or willingness to obtain

#### **WORKING CONDITIONS/PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform the functions. Ability to work a flexible schedule, when needed, according to the needs of the Town.

While performing the duties of this position, the employee is regularly required to talk and listen. The employee frequently is required to use hands or fingers, handle, or feel objects, tools, or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; and stoop, kneel, crouch, crawl or and walk on uneven terrain. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to adjust focus. The work environment is varied, including regular outdoor work during all seasons. This position must be prepared for both physical challenges and ethical decision making. The noise level in the work environment is usually moderate.

Work is subject to performance under adverse environmental conditions in life threatening environments; exposure to bodily fluids, and other hazardous substances; exposure to animal bites and other related injuries; exposure to infectious and zoonotic diseases; will assist in the decision-making process for which animals are euthanized and which are treated by a veterinarian; and disposing of designated animals, as required.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed on this job description) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

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Employee's Signature

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Date

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Casco Town Manager's Signature

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Date

## Regional Animal Control Coverage Policy

### Casco - Naples - Raymond

**Mission:** The Regional Animal Control Department will promote and protect public safety and animal welfare through education and humane law enforcement.

**Purpose:** With a commitment to professionalism, compassion, and community partnerships we will provide responsive, efficient, and high-quality animal care and control services that preserve and protect public and animal safety. The Regional Animal Control Department will promote public safety, responsible pet ownership, compassion toward animals, and safe human-animal interactions.

**Agreement:** See Regional Contract

**Positions:** Full time Regional Animal Control Officer, One Part-time Regional Animal Control Officer

**Hours:** The Regional Animal Control Officer is a full-time, 40 hour per week position with general operating hours between 6 am and 6 pm. After-hours calls will be handled on a per call basis according to priority and severity. The full-time and part-time officers should cover all 7 days of the week between them.

**General Operating Procedures:** The Regional Animal Control Department general hours of operation are 6:00 am to 6:00 pm daily. Between 6:00 pm and 6:00 am one Animal Control Officer shall be available on an emergency, on-call basis or make pre-arranged coverage through mutual aid. These hours are designed to ensure that all animals are properly and humanely cared for and that the public has adequate and ample opportunity to conduct business with the department. High Priority/Emergency after hours calls will be handled by the on-call animal control officer. After hour non-priority calls will be deferred or handled during the next ACO shift. The Animal Control Officer shall notify Cumberland County Regional Dispatch when they are beginning a shift or completing a shift. They shall notify Cumberland County Regional Dispatch in advance of any planned vacation or personal leave days.

**High Priority/Emergency Calls:** The following list will be considered emergency calls with immediate Animal Control Officer response or call-in:

- Mutual aid assistance for other law enforcement agencies and emergency services
- Cruelty and neglect complaints
- Public safety calls including bite complaints
- Dangerous animals and rabies concerns

- Animal in immediate danger
- Impounding domestic pets of sick or deceased people and
- Hoarding case response where pets are in immediate danger.

**Non-Emergency Calls:** All other department business, including but not limited to, enforcement of sections

- Dog at Large
- Disposition of wolf hybrid at large
- Stray animals
- Rabies vaccinations violations
- Dog license violations
- Kennel violations
- Local ordinances
- Official refusal of neglect of duty
- Animal trespass
- Stray livestock
- Reports to State
- Transportation of quarantine, euthanasia and testing of animals suspected of having rabies
- Immediate destruction of certain animals
- Any other duties to control animals as the municipalities may require.

Michael Morse  
Senior Environmental Consultant  
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1 Dana Street  
Portland, Maine 04101  
(207) 558-0102

**Town of Casco**  
Dock & Hand Carry Designs  
635 Meadow Road, Casco, Maine

**FWM Docks, Hudson, NH**

FWM Docks operates out of Hudson, New Hampshire. They specialize in the manufacture of customizable and durable docking systems. Notably, they produce the EZ Dock Kayak Launch, which is designed to integrate paddle notches for controlled launching and loading of kayakers. All docks manufactured by FWM Docks are constructed from high-quality polyethylene, providing a slip-resistant surface texture for enhanced safety and ease of use.

Site Link:

<https://fwmdocks.com/docks/ez-residential-kayak-launch/>



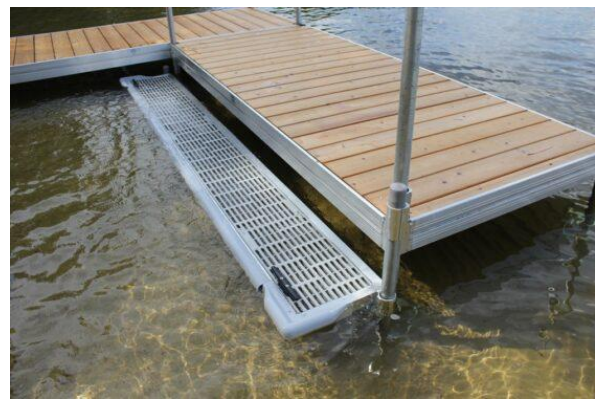


## Great Northern Docks, Naples, ME

Great Northern Docks operates locally out of Naples, Maine. The company specializes in the provision of aluminum-based temporary docking systems, which include attachable boarding steps. Great Northern Docks offers three distinct types of aluminum docks, as outlined below:

1. Dura-LITE\* – A durable, lightweight aluminum dock system designed for enhanced strength and ease of use.
2. DockDIY – A self-assembly docking system, allowing customers to construct their own dock with provided components.
3. Feather-LITE – A lightweight and versatile aluminum dock system, optimized for ease of installation and portability.

\*The provided images depict the Dura-LITE model.



Site Link: <https://greatnortherndocks.com/product/boarding-step-5-for-stationary-docks-9750w/>

## Mainely Docks, Oakland, ME

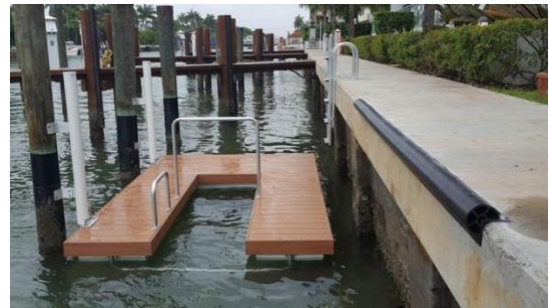
Mainely Docks operates out of Oakland, Maine where they specialize in the design and installation of docking solutions for kayaks. The company provides a range of docking attachments, including boarding steps and kayak launches, which are equipped with overhead assist bars, as illustrated in the accompanying images. All docks provided by Mainely Docks are constructed from high-quality aluminum to ensure durability and performance.



Site Link: <https://mainelydocks.com>

### AccuDock, Florida

AccuDock is a Florida-based manufacturer specializing in the design and production of docking slips and launch systems. Their products are frequently utilized in park settings and other recreational environments. All slip launches manufactured by AccuDock are equipped with overhead assist bars, along with various additional support features, to ensure ease of use and stability.



Site Link: <https://www.accudock.com/floating-docks/kayak-and-paddle-sport-docks/>

### Carolina Docks, South Carolina

Carolina Docks is a South Carolina-based company specializing in the design and manufacture of various types of docking systems, with expertise in the Unsinkable Kayak Dock & Launch, as depicted in the accompanying images. These docking systems are available in multiple configurations, allowing for attachment either to an existing dock structure or directly to the shoreline.



Site Link: <https://carolindocks.com/kayak-and-canoe-docks/>



Proposed Dock Location

Legend

Dock ———

Open Access ———







## BALLOT

### Election of MMA Vice President and Executive Committee Members

**Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 29, 2025**

#### VICE-PRESIDENT - 1 YEAR TERM

Vote for One

*Proposed by MMA Nominating Committee:*

**Anthony Ward, Casco Town Manager**

☐

#### EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

*Proposed by MMA Nominating Committee:*

Phil Crowell, Auburn City Manager

☐

Suzette Francis, Lubec Town Administrator

☐

Marc Leonard, Veazie Town Manager, Chief of Police

☐

*Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.*

**The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.**

**DATE:** \_\_\_\_\_ **MUNICIPALITY:** \_\_\_\_\_

**Signed by a Municipal Official designated by a majority of Municipal Officers:**

**PRINT NAME:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_

**SIGNATURE:**

**OR**

**Signed by a majority of Municipal Officers:**

**Current Number of Officers:** \_\_\_\_\_

**PRINT NAME**

**SIGNATURE**

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Return to: MMA Annual Election  
Maine Municipal Association  
60 Community Drive  
Augusta, Maine 04330  
Email: [kmaines@memun.org](mailto:kmaines@memun.org)