



Town of Casco

Selectboard Regular Meeting Agenda

February 06, 2024 at 6:00 PM

Casco Community Center

Amended 02-06-2024

Regular Meeting

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: January 23, 2024
4. Public Participation for non-Agenda items
5. Manager's Update

Old Business

6. The Selectboard will consider recent Electrical Audit.

New Business

7. The Selectboard will consider a proposal from Maine Design Workshop for assisting in the implementation of the Comp Plan.
8. The Selectboard will discuss recent private roads requests to become Town own roads.
9. The Selectboard will discuss MOUs with Casco Day Fair Association and Casco Library
10. Selectboard Comments

Executive Session

11. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 02/06/2024A & 02/06/2024B
12. 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)

February 12, 2024 @ 6:30 PM Planning Board Regular Meeting

February 20, 2024 @ 6:00 PM Regular Selectboard Meeting

March 5, 2024 @ 6:00 PM Regular Selectboard Meeting



Town of Casco

Selectboard Regular Meeting Minutes

January 23, 2024 at 6:00 PM
Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda

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

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

The Selectboard moved and approved the bills and signing and approval of all open warrants

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

3. Approval of Minutes: January 9, 2024

The Selectboard moved and approved the Minutes from January 9, 2024 meeting as presented.

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

4. Public Participation for non-Agenda items

David Kimball from 782 Meadow Road spoke regarding his property. He feels that he and the town manager have "checked off a few boxes".

Sam Brown, Pine Hill Road, announced there are now two open seats for the Open Space Commission due to the resignation of Jeffrey Raymond. He passed out flyers the Community Snowshoe event February 24.

5. Manager's Update

A. I am meeting with Vanessa Farr on January 22nd for the purpose of developing an inclusive expectation related to the Comprehensive Implementation Committee. I have also included the appointment policy that the Selectboard recently approved. This policy includes a basic "job description" associated with this committee and other.

B. The Town recently experienced some difficulties with the recent snowstorms. Multiple Town roadways were not plowed or treated during the storm or days after the

storm. Additionally, some contracted personnel ceased plowing before completion of the storms. These problems are being addressed with C Pond Plowing. Staff and I are developing protocols that will prevent these types of substandard performance. I have personally contacted each resident that rightfully complained about the roadways and apologized on behalf of the Town.

C. The Town's white plow truck became inoperable during a recent storm. It is currently at a local garage being repaired. The truck's transmission module failed, the PTO was not operating, and the transmission pan needed replacement. The truck should be in operation by week's end.

D. We recently hired Jason Wallingford for Public Works as a truck driver/laborer. Jason is a CDL driver and heavy equipment operator. He is also in training with our Fire Department.

E. As requested by a Selectboard member, I have included a list of Town owned properties in your packet. These properties include purchases, gifts and foreclosures.

F. Both Community Development Block Grants were submitted to Cumberland County on January 18th. The review of the applicants begins almost immediately, and each applicant must present to a review panel on February 7th. This panel recommends awards to the Municipal Oversight Committee on March 6th and the County Commissioners ultimately award the Grants on May 13th.

G. Recent upgrades to the Town's phone system are changing the initial sequencing of the for callers and altering the extension numbers for staff. We anticipate these changes minimally affecting callers, but providing staff greater opportunities to meet consumers needs. The upgrade to the system includes upgrading our IT system to 100/100 fiber optic lines for the Town Office and Central Fire. These upgrades will be cost-neutral compared to the previous phone system and internet. Our Communication Coordinator will be handling the community notifications about any changes that may affect them

H. Included in your packet is the year to date for expenditures. Year to date the expenditures should be 55.77% of the budget. The Town is currently functioning at an expenditure rate of 53.80%. or \$49,407 under budget. Staff and I must continue monitoring these expenditure amounts, but no spending freeze is required at this moment.

Old Business

6. The Selectboard will consider the FY 25 road projects and the release of an RFP for these services.

The Selectboard moved and approved to authorize the Town Manager to release an RFP for FY25 road projects (option 1) and authorize an RFP addendum for installation of a box culvert on Edwards Road by Davis Brook.

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

New Business

7. The Selectboard is considering a contract with a electrical supplier.

The Selectboard moved and approved to authorize the Town Manager to sign a 48 month contract with Constellation Energy for providing electricity at a rate of \$0.10485 per kwatt

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

8. The Selectboard will discuss recent Electrical Audit.

No action. Discussion only.

9. The Selectboard will discuss networked Electrical Vehicle Chargers

No action. Discussion only.

10. The Selectboard will discuss the necessity for updating Flood Plain Ordinance

No action. Discussion only.

11. The Selectboard will discuss FY 26 and FY27 road maintenance projects.

No action. Discussion only.

12. Selectboard Comments

Gene Connolly expressed concerns with thru-trucks and the abuse on our roads and wondered if we had any way to control it.

Grant Plummer inquired about staff time put in to road projects and ditching. He noted road conditions were not good one of the storm days in Casco. He also wondered when we should think about road posting.

Executive Session

13. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 01/23/2024A, 01/23/2024B, & 01/23/2024C

It was moved and seconded to enter Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 01/23/2024A, 01/23/2024B, & 01/23/2024C. at 6:44pm.

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

Exit Executive Session at 6:56 pm.

14. Adjournment

Motion to adjourn at 6:58

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

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Future meeting dates (subject to change)

01/30/2024 @ 6:30 PM Special Town Meeting (Crooked River Elementary School)

02/06/2024 @ 6:00 PM Regular Selectboard Meeting

DRAFT

ADVERTISEMENT FOR BIDS

CASCO/NAPLES BULKY WASTE & TRANSFER STATION COUNCIL TOWNS OF CASCO AND NAPLES, MAINE CASCO/NAPLES BULKY WASTE & TRANSFER STATION IMPROVEMENTS

Sealed Bids for the construction of the **Casco/Naples Bulky Waste & Transfer Station Improvements** will be received by the **Casco/Naples Bulky Waste & Transfer Station Council**, at the office of the **Casco Town Manager, 635 Meadow Road, Casco, ME 04015**, until **3:00 p.m.** local time on **February 22, 2024**, at which time the Bids received will be **publicly** opened and read. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked "Bid for Casco/Naples Bulky Waste & Transfer Station Improvements".

The Project is located at 425 Leach Hill Road in Casco at the same location as the current Casco/Naples Transfer Station and Bulky Waste Facility. The work includes, but is not limited to all work and costs including but not limited to the following to provide a complete project ready for acceptance by the owner:

1. All work associated with phased construction. The existing site is an active solid waste transfer facility and will require phased construction to allow for continued operation during the construction. Contractor is responsible for coordination with the transfer station operator, providing temporary traffic signage, barricades, access roads, maintenance of the site and all associated work for phasing. The phasing work will require the construction of a temporary MSW collection and processing area as depicted on the contract drawings.
2. The Owner will be installing new compactors and a relocating an existing compactor to the temporary MSW collection area. This will be under separate contract between the owner and Atlantic Recycling Equipment. Atlantic Recycling Equipment will provide and install compactors and complete associated electrical and hydraulic work for the compactors. Contractor is responsible for installation of all conduits and conductors to equipment, lights and electrical panels, earthwork, concrete and associated construction and shall coordinate directly with Atlantic Recycling Equipment. As part of the bidding process, the Contractor shall contact Atlantic Recycling Equipment to coordinate what equipment and installation will be completed by Atlantic Recycling Equipment and supporting work that will be required by the contractor. The supporting contractors' work shall be included in the contractors bid.
3. Site preparation of temporary facilities including but not limited to tree clearing, grubbing, stripping topsoil, concrete pad installation for temporary MSW, gravel access drive construction, temporary fencing, security gates, and underground electrical services.
4. Demolition of existing concrete retaining walls and concrete pads in the Transfer Station and Bulky Waste Facility, Canopy at existing transfer station building, miscellaneous demolition as needed to facilitate new construction.
5. The partial demolition and modification of existing concrete retaining walls at the Transfer Station building.
6. Removal of the existing transfer station canopies and residing the building with similar materials at face of building where canopy was removed. Match existing vinyl siding to infill where canopy is removed at transfer station building.
7. Construction of new reinforced concrete retaining wall systems for waste and recycling bin areas and site retaining walls including fencing, guardrails, metal cap plats, inserts and all other associated items shown on plans and required in contract documents.

8. Construction of reinforced concrete pads at retaining walls, including embedded steel skid plate protection as required.
9. Paving throughout the facility.
10. Relocation and/or replacement of utility services including electrical, water, and sanitary sewer (force main and gravity).
11. Stormwater collection infrastructure including catch basins, grassed swales, riprap channels, culverts, and storm drain pipe.
12. Reconstruction/restoration of stormwater treatment facilities including infiltration basins and retention pond along with drainage ditches and conveyance systems.
13. Site improvements to include but not limited to earthwork, excavation, subgrade and subbase preparation, dewatering, shoring and bracing, general conditions, erosion control, gravels, export of unsuitable materials, backfilling, structural fill, paving, landscaping, fencing, guardrail, and all other site related work required by contract documents.
14. Installation of commercial cantilever sliding gates and swing gates.
15. Jobsite trailers, temporary storage, staging areas, waste removal, portable toilets, temporary power, coordination with power company, winter conditions, site security, traffic control, barricades and all other work necessary to facility construction and comply with health and safety regulations and accommodate phased construction.
16. Repair to all surfaces, reseeding, re-loaming, maintaining erosion and sedimentation control measures throughout construction including storm, snow and ice damage throughout construction and during the warrantee period until final owner acceptance.
17. Plowing, mowing (weekly) and related site maintenance during construction.
18. Coordination with solar installer who will have installed solar on the landfill during the 2023 construction season and may have follow-up maintenance and construction in the spring/summer of 2024.

The Owner, reserves the right to waive any informalities in bids, to accept any bid and to reject any and all bids should it be deemed for the best interest of the owner to do so. The Owner reserves the right to substantiate proposer's qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the Town. This project will be subject to funding approval by the Board of Selectman.

The Owner may eliminate individual pay items from the bid as determined by the Owner. The contractor shall not be entitled to any compensation or claims due to the elimination of pay items and/or changes in pay items.

Bidders shall make note of the schedule requirements presented in the contract documents. The anticipated start date is end of March of 2024 and will be completed in phases. Depending on bid costs, the Owner will decide on which phase would be constructed in which order. From the time of authorization to proceed bid items shall be completed within the following performance periods:

Base Bid: Stormwater BMPs & Conveyance: 12 weeks from authorization to proceed. This work must be completed prior to beginning Alternate B but may occur simultaneously with Bid Alternate A.

Bid Alternate A: Bulky Waste Improvements: Complete and ready for owner acceptance within 16 weeks of Owner authorization to proceed. The Bulky Waste Transfer area will be closed during construction.

Bid Alternate B: MSW Transfer Station Improvements: Complete and ready for owner acceptance within 32 weeks of Owner authorization to proceed including the temporary MSW facility which must be constructed prior to closing the transfer station. Once the temporary MSW facility is construction and operational, the existing MSW Transfer Station will be closed for construction.

The Bidding Documents may be examined at the following locations:

1. Sebago Technics, Inc., 75 John Roberts Road, Suite 4A, South Portland, ME 04106
2. Dodge Construction Network at www.construction.com.
3. Construction Summary of Maine at www.constructionsummary.com.

The Issuing Office is Sebago Technics, 75 John Roberts Road, Suite 4A, South Portland, ME 04106. Only Electronic (PDF) copies of the Contract Documents may be obtained by contacting Owens McCullough at omccullough@sebagotechnics.com or 207-200-2100. No printed or hard copies will be provided.

To be considered a responsive Bidder, the Contractor shall have obtained plans and specifications electronically (PDF format) from the Engineer (Sebago Technics). A link to download the plans may be obtained by contacting Owens McCullough at omccullough@sebagotechnics.com or 207-200-2100. The Bid will not be awarded to a Bidder unless a record for obtaining documents from the Engineer exists in the office of the Engineer.

A Mandatory Pre-Bid Conference will be held for General Contractors at the Town of Casco Community Center conference room (940 Meadow Road, Casco, Maine 04015) on **February 7, 2024 at 9.30 a.m.** (EST). Attendance by Subcontractors, while encouraged, is not mandatory.

All questions are to be submitted to the Engineer in writing. Questions shall be transmitted by e-mail to omccullough@sebagotechnics.com. Questions received less than 5 working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be bidding.

Bid security shall be furnished in accordance with the Instructions to Bidders. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

END OF SECTION



TOWN OF CASCO

635 MEADOW ROAD
CASCO, MAINE 04015

02-06 MEMO

To: Selectboard
From: Tony Ward, Town Manager
Date: 02-02-2024,
Re: Selectboard meeting 02-06-2024

Below are notes for agenda items for the February 6th meeting

5. Managers Update

- A. I recently met with an engineer from Casco Bay Enginry to examine the building that previously housed "All the Ravan." He conducted additional reviews of the trust systems and provided guidance on future modifications of the building. The initial review is promising based on the lower portion of the structure, but this was not the final phase of his review. Additionally, he reviewed a portion of the Community Center that is receiving the waterproofing.
- B. Staff and I are finalizing the proposed FY25 budget. This proposed budget does contain several proposed raising funds for future capital projects/purchases. Included in the proposal includes a COLA of 3.5% for employees.
- C. The request for bids for the Transfer Station/Bulky Waste project was released by Sebago Technics. This bid request is due on February 22, 2024, at 3:00 pm. There is an additional mandatory pre-bid meeting on February 7 at 10:00 am. I have included the advertisement for bids in your packet.
- D. In the next few months, I will be seeking a grant for an intern during the summer of 2024. The primary project of the intern would be researching our roads and developing a detailed road inventory with specifications (how many rods, Town easements, year of ownership, etc.).

Old Business

6. The Selectboard will consider the recent Electrical Audit.

Included in your packet is updated pricing from Titan Energy for converting our current lighting system to completely LED. Their original proposal did not identify the rebates for each of the modifications based on building. The updated sheets show :

Building	Anticipated Cost	Anticipated Rebate	Total Town Costs	Time Frame to Recover costs
Town Office	\$9,085.68	\$1528.80	\$7,556.88	8.1 years
Public Works Annex	\$8,971.18	\$2083.20	\$6,887.98	5.4 years
Community Center	\$13,274.62	\$1,1810.20	\$11,464.42	10.4 years

Completing all three of these projects may prove challenging with this year's operating budget. These rebates are currently available, but future rebates are not guaranteed. The Selectboard has several options with this proposal. They are:

- Selectboard could authorize the use of remaining ARPA funds and some facility maintenance funds for completion of the project this year or
- authorize one of the projects and place the remaining two (2) projects with the FY25 operating budget, or
- authorize all three projects be placed into the FY25 budget, or
- take no action on the proposal and reexamine it at a future date based on the cost on return.

New Business

7. The Selectboard will consider a proposal from Maine Planning Service for assisting in the implementation of the Comp Plan.

As previously discussed, the necessity for planning services in the immediate future is necessary based on the passage of the Comprehensive Plan at the Special Town Meeting. Included in your packet is a proposal by Maine Design Workshop for these services in assisting with the implementation process of the Comprehensive Plan until a full-time planner is hired. The proposal included approximately 130 hours of service ranging from Selectboard guidance to presenting proposals to the Planning Board from the Implementation Committee. This contract could include planning services or guidance on other Planning Board projects, but another contracted planner would be able to assist on these projects.

8. The Selectboard will discuss recent private roads requests to become Town own roads.

The Town recently received two (2) inquiries about making private roads into town-owned roads. The two inquiries came from the dirt portion of New Road and Brook Road. The Town's current ordinances provide very minimal guidance on these requests. Maine law requires any request tentatively accepted by the Selectboard to be placed on a Town Meeting warrant must ultimately approved at Town Meeting.

Staff and I are recommending not accepting any such requests that this time. The

Town is currently working diligently to upgrade current Town roads to industry standard and adding additional roadways would compound the challenges of this process.

Additionally, Town staff and I submitted a road ordinance to the Planning Board, and we believe such an ordinance would provide a defined process of transitioning from a private way to a public way. I believe approval of this ordinance, or a similar ordinance would benefit the community in the long-term

These residents still could petition to have their roads placed on a Town Meeting warrant by obtaining signature from 10% of the voters at the last gubernatorial election. This is determined by Maine law.

9. The Selectboard will discuss MOUs with Casco Day Fair Association and Casco Library

I recently had dialogues with both the Casco Day Fair Association and Casco Public Library. We are seeking memorandums of understanding with both organizations. This agenda item is more of an informational item that the future MOU's will be before the Selectboard at future meetings. These documents are not meant to change our relationships with these organizations but document the agreements for future leaders.

Town of Casco

LED Upgrades

January 24, 2024



Prepared By:

Andi Laemmel

alaemmel@titanenergyne.com




Community Center

Casco

January 24, 2024

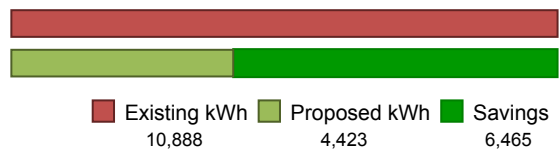
635 Meadow Road
Casco, ME






Financial Summary	
Project Cost	\$13,274.62
Less Rebates	\$1,810.20
Net Project Cost	\$11,464.42

Annual Savings Summary	
	Energy Savings \$1,099
	Maintenance Savings N/A
	Total Annual Savings \$1,099

Project Assumptions		
Utility Rate	Existing # Fix.	Proposed # Fix.
\$0.170000	66	66

Monthly Cost of Delay
\$91.59



Environmental Impact				
 10,609 CO ₂ lbs Saved	 1.0 Cars Removed from Road	 541 Gallons of Gas Consumed	 125 Tree Seedlings Grown	 5.7 Acres of US Forest

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

X	X
Casco	Titan Energy
January 24, 2024	January 24, 2024




Public Annex

Casco

January 24, 2024

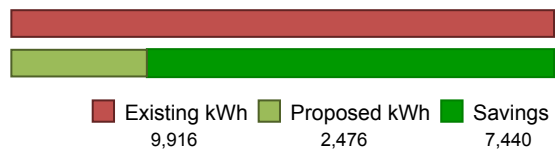
635 Meadow Road
Casco, ME






Financial Summary	
Project Cost	\$8,971.18
Less Rebates	\$2,083.20
Net Project Cost	\$6,887.98

Annual Savings Summary	
	Energy Savings \$1,265
	Maintenance Savings N/A
	Total Annual Savings \$1,265

Project Assumptions		
Utility Rate	Existing # Fix.	Proposed # Fix.
\$0.170000	38	38

Monthly Cost of Delay
\$105.40



Environmental Impact				
 12,209 CO ₂ lbs Saved	 1.2 Cars Removed from Road	 623 Gallons of Gas Consumed	 144 Tree Seedlings Grown	 6.5 Acres of US Forest

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

X	X
Casco	Titan Energy
January 24, 2024	January 24, 2024




Town Office

Casco

January 24, 2024

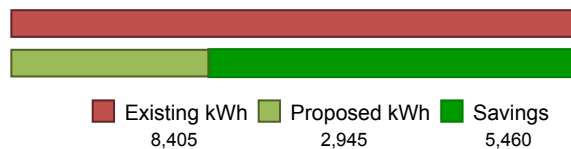
635 Meadow Road
Casco, ME






Financial Summary	
Project Cost	\$9,085.68
Less Rebates	\$1,528.80
Net Project Cost	\$7,556.88

Annual Savings Summary	
	Energy Savings \$928
	Maintenance Savings N/A
	Total Annual Savings \$928

Project Assumptions		
Utility Rate	Existing # Fix.	Proposed # Fix.
\$0.170000	36	36

Monthly Cost of Delay
\$77.35



Environmental Impact				
 8,960 CO ₂ lbs Saved	 0.9 Cars Removed from Road	 457 Gallons of Gas Consumed	 105 Tree Seedlings Grown	 4.8 Acres of US Forest

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

X	X
Casco	Titan Energy
January 24, 2024	January 24, 2024

Terms and Conditions

Incentives: This project is contingent upon receiving Letter of Agreement from Utility. Project incentive will be paid directly to Titan Solutions ("Company"), unless stated otherwise.

Installation: All work under this proposal will be performed by Company in a professional manner in accordance with industry standards. Any change to or modification of the project described above must be agreed to by both parties and the customer will be responsible for any increased costs or expenses resulting from such change or modification.

Schedule Contingencies: Conditions or events beyond the control of Company may jeopardize the proposed performance schedules. Company shall not be responsible for delays in delivery beyond Company's control. Examples of conditions or events beyond Company's control include inability to access the Client's facility, extreme weather conditions, or force majeure.

Cancellation: Customer may choose to cancel prior to material shipment without additional restocking charge(s). Material orders that have been manufactured and/or shipped cannot be canceled and returned. All order cancellations must be in writing. All costs for warehousing and freight on orders canceled after shipment and/or refused at destination will be charged to the Customer.

Maintenance of Material: Customer acknowledges and agrees that Customer shall operate and maintain the material in accordance with the manufacturer's recommendations.

Indemnification and Limitation of Company's Liability: Customer shall indemnify, defend and hold harmless Company, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the project or the performance of any services or other work in connection with the project's ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The total maximum liability of the Company for all work performed under this proposal shall not exceed the total amount paid by the Customer for such work. The Company and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the project, the Customer waives and releases the Company and its affiliates from all obligation, and for any liability or claim associated with the material, the performance of the material, or these Terms and Conditions.

Contractor Selection: Customer acknowledges that the Company reserves the right to select a vendor or contractor to install the materials and equipment at the Customer's facility.

Removal of Equipment: The Customer agrees to allow Company to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of the removed equipment.

Energy Benefits: Actual project savings will vary based on the final project scope, utility rates, applicable rebates and the Customer's energy usage.

Warranty: Warranty of material per manufacturer's policy upon purchase of material. Warranty of labor is one (1) year upon completion of Installation.

Planning Technical Assistance General Agreement

SUMMARY

This professional Services Agreement is made by and between Vanessa L. Farr, Principal/Planner, Maine Design Workshop “Consultant”) of 45 Beech Hill Road, Freeport, Maine 04032 and Town of Casco “Client” of 635 Meadow Road, Casco, Maine 04015 with an effective date of _____, “Effective Date”.

The parties agree as follows:

A. DESCRIPTION OF SERVICES

The Consultant will provide the Town of Casco with Planning Technical Assistance in support of the Casco Comprehensive Plan with the scope of services identified herein under “Attachment A Scope of Work”. The Consultant will provide direct technical support to the Comprehensive Plan Implementation Committee, and collaborate with staff, as needed, to coordinate implementation tasks. The Consultant will work closely with and report to the Town Manager, who will supervise efforts performed under this agreement.

B. STANDARD OF CARE

All services provided by Consultant under this Agreement will be performed in a manner consistent with the professional care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposal, contracts, plans and specifications, or reports.

C. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of that portion of the scope of services identified as to be performed by Consultant, or one (1) year from the date of its execution, whichever comes first.

D. PROJECT SCHEDULE

The Scope of Work assumes a six-month period of technical assistance to complete Task 1. Any work activated by Task 2 shall be performed per schedule as agreed upon by and between Client and Consultant.

E. PROJECT BUDGET

The Consultant will provide the services described herein under Attachment A Scope of Work, Task 1 for an estimated fee of \$18,500. Consultant, as project manager, reserves the right to adjust staff hours and re-allocate direct expenses.

F. EXPENSES

Any direct expenses incurred during the performance of this work shall be reimbursed by the Town of Casco, with exception to mileage. The Consultant agrees to waive mileage.

G. PAYMENT

Consultant shall submit a monthly invoice and documentation of hours spent on the project. The hourly rate for professional planning services is \$140/hr. Invoices shall be payable within 30 days of receipt. If the payments of the invoices are not maintained as current, Consultant may, upon written notice to the Client, suspend further work until payments are brought current.

H. REPRESENTATIVES

The Consultant identifies that the Town Manager or his/her authorized designee, shall act as the Town's representative in all dealings with the Consultant. The Consultant identifies that Vanessa L. Farr, Principal, shall act as the Client's representative in all dealings with the Client.

I. PERSONNEL, INDEPENDENT CONTRACTOR

Consultant recognizes that she is an independent contractor, and that performance of services under this Agreement does not make her an officer or employee of the Town of Casco.

J. DOCUMENTS

The Client agrees to furnish or provide access to Consultant any information or material in its possession that is relevant to performance hereunder and Consultant staff will cooperate with Consultant to provide the same. The Consultant will not, without the Town's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of either party, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the Town and be promptly delivered to the Town upon request. All working papers shall be and

remain the property of Consultant, but Consultant shall make said work papers available to the Town of Casco upon the Town's request.

Consultant shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the Town.

K. DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws, rules, and regulations of the state of Maine. Both parties agree that they will initially attempt to resolve disputes through discussions among principals appointed by each Party. Failing resolution, the Parties shall attempt to resolve disputes through mediation conducted in accordance with the Mediation Rules of the American Arbitration Association. Mediation shall take place in Cumberland County and the Parties shall equally share in the cost of the mediator.

2. The parties agree that any and all disputes arising out of or in any way relating to this Agreement, or the breach thereof, and which cannot be resolved through discussion or mediation, shall be finally resolved by a court having jurisdiction in Cumberland County.

3. Waiver of a jury trial. The Consultant specifically waives any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or this agreement because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

4. In the event of any dispute between the Town and Consultant due in whole or in part to any act or omission of the other party or relating to the agreement, each party agrees that it shall only assert its claim against the other. Notwithstanding anything to the contrary contained in any other provision of this agreement, the directors, officers, partners, members, agents, or employees of the Town, the Consultant shall not have any personal liability under this agreement for any obligation at any time, it being understood that each party shall look solely to the other party for the satisfaction of any claim such party has against the other party, their directors, officers, partners, agents, or employees of any of them.

L. TERMINATION

This Agreement may be terminated at any time by (a) mutual consent of the parties, (b) either party after written notice of default if the defaulting party fails to cure the default within seven (7) calendar days; or (c) by the Consultant, without cause, for the Consultant's convenience, upon seven (7) calendar days written notice. In the event of a termination pursuant to Paragraph M(a) or M(c), Consultant will be paid all monies earned by Consultant under the terms of this Agreement as of the effective date of termination. Under no circumstances shall Consultant be entitled to payment for Services not performed by Consultant or for any alleged lost net profit on Services not performed by Consultant.

M. RISK ALLOCATION, LIMIT OF LIABILITY

1. The Client agrees that to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any claim or claims, whether based in contract, negligence, professional negligence, breach of warranty or any other theories of liability, shall not exceed the total amount of the fees.
2. Notwithstanding anything to the contrary contained in any other provision of this Agreement, Client and Consultant mutually waive against each other consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement including without limitation, loss of use, loss of profits, and all consequential damages due to either party's termination of this Agreement.
3. Client and Consultant agree that Consultant has no control over software, hardware, computer or other technology caused errors and, as such, has no responsibility for them.

N. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

Town of Casco:
Attn: Anthony Ward
Title: Town Manager
635 Meadow Road,
Casco, Maine 04015

CONSULTANT:
Maine Design Workshop
Attn: Vanessa L. Farr
Title: Principal
45 Beech Hill Road,
Freeport, Maine 04032

P. COMPLIANCE WITH LAW

In its performance under this Agreement, Consultant will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

IN WITNESS WHEREOF, the Town of Casco has caused this Agreement to be signed by Tony Ward, its Town Manager, thereunto duly authorized, and Vanessa L. Farr, Principal, Maine Design Workshop has caused this Agreement, thereunto duly authorized, the day and date first above written.

Maine Design Workshop

Vanessa L. Farr, Principal / Planner

Town of Casco

Anthony Ward, Town Manager

Attachment A

Scope of Work

Task 1 Implementation of the Comprehensive Plan

- Establishment of Committee. Facilitate meeting with the Select Board to provide guidance regarding interview and recruitment process for establishing the Comprehensive Plan Implementation Committee (CPIC). Provide a draft set of interview questions in advance of workshop. Provide a draft roles/responsibilities of the CPIC for Select Board consideration. (6 hours)
- Roles and Responsibilities for Implementing the Plan. Facilitate a joint workshop of the Select Board and newly appointed Comprehensive Plan Implementation Committee (CPC) to educate each Board about their individual roles and responsibilities regarding plan implementation, and how the Board and Committee overlap. Develop a brief booklet and presentation for ongoing board reference. (6 hours)
- Roles of Staff. Meet with Town Staff to educate and create shared understanding about their individual and department roles implementing the Comprehensive Plan (3 hours)
- Onboard CPC. Meet with the CPC to educate and level set about the plan framework, goals, and strategies of the plan. (3 hours)
 - Develop 1 Year Work Plan After CPC is comfortable with roles and responsibilities, facilitate CPC to develop a work plan for year 1 implementation. (3 hours)
 - With CPC, attend workshop with Planning Board to discuss work plan and how its work interrelates (4 hours)
 - Based on outcomes of joint workshop, facilitate joint workshop of CPC and Select Board to finalize work plan. (3 hours)
- Meet once / month for six months to provide technical assistance and professional guidance to the CPC. (1 prep, 2 meet, 1 drive = 4 hours x 6 meetings = 24 hours)
 - Assist with tasks including but not limited to: goal setting, light ordinance updates, public education and outreach, grant writing, strengthening partnerships, proposal writing, meeting with staff, Boards and Committees regarding advancing implementation strategies. (10 hours x 6 months = 60 hours)
 - In month 6, facilitate a joint meeting of Planning Board, Select Board, CPC and Staff to evaluate progress. (4 hours)
- Support Plan Certification. With Chair, meet with staff and DACF Municipal Planning Assistance program and support the State review and certification process. Provide technical support to answer any department questions that may arise from review (12 hours)
- Advisory Guidance to Select Board. Attend the annual goal-setting workshop, or prepare a memo for the Select Board in advance of the workshop to provide recommendations to the Board for its work plan and annual budget process. (3 hours)

Approximately 130 hours

Task 2 General Planning Consulting Service

This task and subtasks envisions providing as needed on-call planning services. For project development review, after transmitting a copy of the proposed application, I will provide an estimate of hours/effort to review and prepare documents for the Planning Board prior to commencing work.

- Provide on-call technical support to the Town Manager and Select Board to perform the following:
 - Interpret and apply applicable state, county, and local statute, codes, ordinances, and regulations
 - Review proposed development projects (subdivision, site plan, contract zone) for compliance with municipal land codes, standards, and design guidelines, and consistency with the Town's adopted Comprehensive Plan. Prepare review memos and findings of fact; Provide technical information to the Code Enforcement Officer and Chair of the Planning Board when reviewing applications for development, interpreting and enforcing local ordinances.
 - Meet with businesses, property owners, and applicants to explain the town's land use regulations and development procedures; provides helpful guidance as applicants prepare to submit development projects.
 - Attend Planning Board meetings and meetings of the Select Board, as requested.
 - Provide general guidance and technical capacity on an as needed basis in planning, zoning, local economic development, housing and environmental planning.

Hourly time estimate to be provided by Consultant, and agreed upon by Client as services are requested, compensated per the hourly rate identified in this Agreement.

Town Casco and Casco Public Library MOU Discussions

5/4/2023

Property Ownership

Deeds and easements-get these executed as soon as possible.

Elements of the MOU

Whereas clauses- layout the history of the Library and Town relationship, particularly when the items below occurred (year).

("Items" refers to infrastructure, above or below ground, equipment, buildings or portions thereof, etc.)

Town items on Library property

- Part of the Playground and the leach field underneath
- Town well
- Public sidewalks
- Drains and sinkhole
- Canopy and picnic table

Library use of Town owned handicap ramp and parking

Therefore

Who is responsible for what:

Property Maintenance

- Summer – mowing
- Winter – sidewalk clearing, parking lot plowing
- Other – storm water drains – sink holes on the east side Library
- Storm drain southwest of Library

Septic & leach field maintenance and responsibilities

Electricity is paid by CPL for septic tank pumps

Rights the Town has on Library property

Rights the Library has on own property

How to address handicap ramp and parking space issues

Future considerations:

Permanent Library sign on Village Green close to Meadow Rd

Better signage for the whole campus