



**Selectboard Regular Meeting Agenda  
April 16, 2024 @ 6:00 PM  
Casco Community Center**

**Amended 04-16-2024**

**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: April 2, 2024
4. Public Participation for non-Agenda items
5. Manager's Update

**Old Business**

6. The Selectboard will consider the Fiscal Year 2025 Budget

**New Business**

7. The Selectboard will discuss an update on MSAD # 61 Budget Warrant
8. The Selectboard will consider a lease with the US Postal Service
9. The Selectboard will discuss the necessity for a Request for Proposals (RFP) for FY25 through FY29 plowing services.
10. The Selectboard will consider members on the Comprehensive Plan Implementation Committee
11. The Selectboard will consider the appointment of election clerks as required by Maine law.
12. Selectboard Comments

**Workshop**

13. The Selectboard will conduct a workshop related to a property line dispute.

**Executive Session**

14. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 04/16/2024A
15. Executive Session pursuant to 1 M.R.S.A.405(6)(A) Personnel Discussion
15. 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)**

*April 22, 2024 @ 6:30 PM Zoning Board of Appeals*

*April 23, 2024 @ 6:30 PM Planning Board Public Hearing and special workshop*

*May 7, 2024 @ 6:00 PM Selectboard Meeting*

*May 13, 2024 @ 6:30 PM Planning Board Meeting*

*May 20, 2024 @ 6:00 PM Open Space Commission Meeting*

*May 21, 2024 @ 6:00 PM Selectboard Meeting*

*June 4, 2024 @ 6:00 PM Regular Selectboard Meeting*

*June 5, 2024 @ 6:00 PM Annual Town Meeting*

**TOWN OF CASCO**

635 Meadow Road • Casco, ME 04015 • 207-627-4515

[www.cascomaine.org](http://www.cascomaine.org)



## Town of Casco

### Selectboard Regular Meeting Minutes

April 02, 2024 at 6:00 PM

Casco Community Center

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#### PRESENT

Scott Avery  
Eugene Connolly  
Mary Fernandes  
Grant Plummer

#### ABSENT

Robert MacDonald

#### Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Plummer, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

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

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

Motion made by Plummer, Seconded by Connolly.

Voting Yea: Avery, Connolly, Fernandes, Plummer

3. Approval of Minutes: March 5, 2024

The Selectboard moved and seconded to approve the Minutes of the March 5, 2024, meeting.

Motion made by Plummer, Seconded by Connolly.

Voting Yea: Avery, Connolly, Fernandes, Plummer

4. Public Participation for non-Agenda items

Tuan Nguyen inquired about Implementation Committee for Comprehensive Plan and lack of a town fee schedule.

## 5. Manager's Update

- A. Allison Griffin Monthly Newsletter is receiving positive feedback. The average monthly newsletter is being viewed digitally by approximately 680 individuals. Last month 136 received the newsletter directly via e-mail, 443 through the Town's Facebook post and 56 views from the web site. In addition, 45 hard copies of the newsletter were available at the Town Office and Library.
- B. Griffin Miller recently resigned from the Town to explore other opportunities. His vacancy was posted, and applications are now being accepted until April 11, 2024. We hope to fill the position by early May.
- C. Is the Selectboard interested in interviewing volunteers for the Comprehensive Plan Implementation Committee at your next meeting (April 16<sup>th</sup>) or at your May 7<sup>th</sup> meeting?
- D. Included in your packet is the structural engineering report on 9 Leach Hill Road and the ability to change into a meeting center.
- E. The Casco Naples Transfer Council met with Sebago Technics on March 27<sup>th</sup> to discuss future repairs to the Transfer Station. After receiving additional feedback from the Council, Sebago Technics advised they would come back the council in approximately a month with an updated plan for the transfer station; associated costs with the modified design and a timeline for construction based on J Pratt Constructions availability.
- F. The Town is still monitoring activities on Rabbit Run and will act, in necessary, after the 45day appeal timeline. Staff does not anticipate the owners of the property appealing or recognizing the Town's authority over their activities.
- G. The Town followed up with a resident on a noise complaint reference Mike's garage. The Town Manager also communicated with Captain Joyce and the area supervisor about providing special attention to this area with reference to the noise complaints.
- H. At the April 16<sup>th</sup> meeting, Superintendent Al Smith will be present to provide information on the school's ratification warrant and how the changes to the warrant may affect Casco's portion of the budget.
- I. Today the contractors started installing the LED lights in the Town Office with an anticipated completion of tomorrow and then proceed to the Community Center.

## 6. The Selectboard will conduct a public hearing on a liquor license renewal for Top of the Hill Grill

Chairperson Avery called the public hearing to order at 6:09pm.

Chairperson Avery requested any public comments and there were none.

Chairperson Avery closed the meeting after all public comments at 6:10pm.

The Selectboard moved and seconded to approve the renewal liquor license for Top of the Hill Grille and have the application move forward to the State of Maine Bureau of Liquor for final approval.

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

### Old Business

7. The Selectboard will discuss with Port City Architecture about the possible remodeling of Central Fire Station.

No Action. Discussion only.

### New Business

8. The Selectboard will discuss the revaluation process with Vision Governmental Services and Cumberland County Assessing.

No Action. Information only.

9. The Selectboard will consider FY25 Road bids.

The Selectboard moved and seconded to approve the FY 25 road bid to Glidden Construction for the base bid and alternate bid for a total of \$621,914 subject to Town Meeting approval.

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

10. The Selectboard will consider members of the Ad Hoc Committee

The Selectboard made the decision to interview interested parties for members of the Ad Hoc Committee on April 9, 2024 @ 5:30pm.

11. The Selectboard will consider appointing members to the Veterans Committee

The Selectboard made the decision to interview interested parties for members of the Veterans Committee on April 9, 2024 @ 5:30pm.

12. The Selectboard will consider Mid-Term bargaining with IAFF 5372.

The Selectboard moved and seconded to authorize the Town Manager to negotiate with IAFF 5372 in mid-term negotiations.

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

13. The Selectboard will discuss a potentially dangerous building located at 21 Graffam Road

No action. Discussion only.

14. The Selectboard will consider the Fiscal Year 2025 Budget

After some discussion, this item was tabled.

15. Selectboard Comments

Grant Plummer explained the budget process to the public and noted he struggled with the finance committee. Grant would like to see how we could do it differently next year.

Gene Connolly thanked the Board and the Budget Committee for all the work put into the budget. Gene also reminded the public of the 15MPH school zone.

Scott Avery also wanted to give kudos to the Board and Budget Committee. Scott also agreed the budget process is not fun.

Scott Avery reminded everyone of the upcoming meetings:

April 8, 2024 @ 6:30 PM Regular Planning Board Meeting

April 9, 2024 @ 6:00 PM Open Space Commission Meeting

April 16, 2024 @ 6:00 PM Regular Selectboard Meeting

April 22, 2024 @ 6:30 PM Zoning Board of Appeals

### **Executive Session**

16. Executive Session pursuant to 1 M.R.S.A.405(6)(A) Personnel Discussion

The Selectboard moved and seconded to enter Executive Session pursuant to 1 M.R.S.A.405(6)(A) Personnel Discussion at 8:13pm. (Exit 8:37pm)

Motion made by Connolly, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

17. Adjournment

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To: Selectboard  
From: Tony Ward, Town Manager  
Date: 04-11-2024,  
Re: Selectboard meeting 04-16-2024

Below are notes for agenda items for the April 16<sup>th</sup> meeting

**5. Managers Update**

- A. The installation of LED lights in the Town Office and Community Center was completed. These new lights were paid for with ARPA funding and grant funding. Thus, no property tax dollars were utilized in this upgrade
- B. We are in the process of trying to obtain an intern for a road inventory and documentation of all road facts. We are working with the Margeret Chase Smith School of Public Policy in identifying candidates for this project. In addition, the Town received a \$3,500 grant from Maine Municipal Association to assist in paying for this intern.
- C. The Town's Public Works crew and local contracted services are still in the process of removing tree debris from Town easements and properties. The April 4<sup>th</sup> storm substantially damaged multiple trees throughout our community.
- D. The ever-changing weather is causing havoc with local roads. This is a friendly reminder that Town is responsible for only Town owned roads. Maine Department of Transportation is responsible for repairs of road damage or potholes on Meadow Road, Poland Spring Road, Roosevelt Trail, and State Park Road. Road Associations are responsible for the repairs to any private roads
- E. The Town received several applications for the vacated truck driver/laborer position. I anticipate conducting interviews within the next couple weeks.

**Old Business**

**6. The Selectboard will consider the Fiscal Year 2025 Budget.**

Included in your packet is a synopsis of the budget numbers as of the March 26<sup>th</sup> workshop. The only remaining discussion points are the amount of roadwork to perform and the funding sources to complete this task. The winning bid was for FY25 base road projects, and a bid alternate was Glidden Construction. Their bid was \$395,994 for the base bid and \$225,920 for bid alternate. The total cost of both projects would be \$621,914.

To date, the proposed budget has utilized \$510,165 of unassigned funds for capital projects and debt elimination (\$176,865 debt elimination and \$333,330 capital). The Board must decide what manner of funding the recommend for the above road project for Town Meeting approval.

## **New Business**

### **7. The Selectboard will discuss an update on MSAD # 61 Budget Warrant.**

MSAD # 61 Superintendent Al Smith will present modifications to the School's Budget warrant and the potential effects of the changes to the warrant. The changes are based on feedback from public hearings about the budget and relate to the School Resource Officer.

### **8. The Selectboard will consider a lease with the US Postal Service.**

Included in your packet is a request from JLL on behalf of the United States Postal Service requesting a 5-year extension of their lease at 942 Meadow Road. The proposed lease agreement would extend the Post Offices lease March 31, 2031. The proposed lease would be an annual lease of \$34,081. The previous 5-year lease was for an annual amount of \$31,427.

### **9. The Selectboard will discuss the necessity for a Request for Proposals (RFP) for FY25 through FY29 plowing services.**

During the budget workshop process, a member of the Selectboard inquired about the Town initiating a Request for Proposal (RFP) for partial plowing services for the years FY25 through FY29. No formal dialogue occurred about this comment. Staff and I are seeking guidance about the whole Selectboard's direction on the winter snow plowing for FY25 through FY29 and the necessity for a Plowing RFP.

If the Board wishes for an RFP, I will contact our current vendor and advise them of your guidance. We would then release an RFP with a closure date of May 9, 2024.

### **10. The Selectboard will consider members of the Comprehensive Plan Implementation Committee.**

The Town received 11 applications for participation on the Comprehensive Plan Implementation Committee. Since the initial communication, one of these individuals withdrew their name. The current residents interested in this committee and will participate in the interviews are Sam Brown, Pam Edwards, Deb Fogg, Tom McCarthy, Rae-Anne Nguyen, Tiffany Payton, Desmond Pieri, Halsey Snow, Michelle Williams, and Robert Williamson.



## **Workshop**

### **12. The Selectboard will conduct a workshop related to a property line dispute.**

Resident David Kimball will present information relating to a long-term property dispute or concern.

## Casco Proposed Budget FY25

DEPARTMENTS	APPROVED		MANAGERS		SELECTBOARD/ FINANCE		COMMITTEE	
	FY24	PROPOSED FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE	PROPOSED FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE	
ADMINISTRATION	\$ 759,633	\$ 777,284	\$ 17,651	2.32%	\$ 777,284	\$ 17,651	2.32%	
ASSESSING	\$ 112,075	\$ 104,300	\$ (7,775)	-6.94%	\$ 104,300	\$ (7,775)	-6.94%	
LEGAL	\$ 35,000	\$ 35,000	\$ -	0.00%	\$ 35,000	\$ -	0.00%	
CONTINGENCY	\$ 35,000	\$ 30,000	\$ (5,000)	-14.29%	\$ 30,000	\$ (5,000)	-14.29%	
CODE ENFORCEMENT	\$ 143,104	\$ 143,437	\$ 333	0.23%	\$ 143,437	\$ 333	0.23%	
PLANNING AND ZONING	\$ 5,375	\$ 75,600	\$ 70,225	1306.51%	\$ 73,200	\$ 67,825	1261.86%	
RECREATION	\$ 206,670	\$ 219,864	\$ 13,194	6.38%	\$ 219,864	\$ 13,194	6.38%	
PARKS & BEACHES	\$ 13,600	\$ 14,000	\$ 400	2.94%	\$ 14,000	\$ 400	2.94%	
FACILITIES-CCC, ACCESS BLDGS	\$ 97,100	\$ 107,831	\$ 10,731	11.05%	\$ 107,831	\$ 10,731	11.05%	
CEMETARIES	\$ 10,900	\$ 9,100	\$ (1,800)	-16.51%	\$ 9,100	\$ (1,800)	-16.51%	
OPEN SPACE COMMISSION	\$ 2,500	\$ 7,500	\$ 5,000	200.00%	\$ 5,000	\$ 2,500	100.00%	
VETERANS COMMISSISON	\$ 2,500	\$ 2,500	\$ -	0.00%	\$ 2,500	\$ -	0.00%	
PUBLIC ASSISTANCE	\$ 34,500	\$ 47,520	\$ 13,020	37.74%	\$ 47,520	\$ 13,020	37.74%	
DONATIONS	\$ 137,560	\$ 138,612	\$ 1,052	0.76%	\$ 138,612	\$ 1,052	0.76%	
FIRE RESCUE	\$ 1,235,661	\$ 1,307,229	\$ 71,568	5.79%	\$ 1,258,354	\$ 22,693	1.84%	
ANIMAL CONTROL/LAW ENFORCEMENT	\$ 112,237	\$ 127,789	\$ 15,552	13.86%	\$ 127,789	\$ 15,552	13.86%	
EMA/LAW ENFORCEMENT	\$ 6,890	\$ 274,150	\$ 267,260	3878.96%	\$ 274,150	\$ 267,260	3878.96%	
PUBLIC WORKS ROADS	\$ 994,477	\$ 1,021,949	\$ 27,472	2.76%	\$ 1,021,949	\$ 27,472	2.76%	
DAMS	\$ 5,100	\$ 10,000	\$ 4,900	96.08%	\$ 10,000	\$ 4,900	96.08%	
BENEFITS & INSURANCE	\$ 741,637	\$ 821,188	\$ 79,551	10.73%	\$ 817,328	\$ 75,691	10.21%	
TRANSFER/BULKY WASTE	\$ 376,973	\$ 470,660	\$ 93,687	24.85%	\$ 470,660	\$ 93,687	24.85%	
UTILITES	\$ 105,345	\$ 100,500	\$ (4,845)	-4.60%	\$ 100,500	\$ (4,845)	-4.60%	
<b>TOTAL</b>	<b>\$ 5,173,837</b>	<b>\$ 5,846,013</b>	<b>\$ 672,176</b>	<b>12.99%</b>	<b>\$ 5,788,378</b>	<b>\$ 614,541</b>	<b>11.88%</b>	
DEBT SERVICE BUDGET	\$ 304,000	\$ 423,235	\$ 119,235	39.22%	\$ 363,932	\$ 59,932	19.71%	
CAPITAL EXPENSES	\$ 120,000	\$ 159,134	\$ 39,134	32.61%	\$ -	\$ (120,000)		
TOTAL EXPENDITURES	\$ 5,597,837	\$ 6,428,382	\$ 830,545	14.84%	\$ 6,152,310	\$ 554,473	9.91%	

### TOTAL BUDGET COMPARISON

	FY 24	MANAGERS PROPOSED FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE	SELECTBOARD / FINANCE COMMITTEE FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
BUDGET	\$ 5,597,837	\$ 6,428,382	\$ 830,545	14.84%	\$ 6,152,310	\$ 554,473	9.91%
REVENUE	\$ 2,237,392	\$ 2,268,742	\$ 31,350	1.40%	\$ 2,268,742	\$ 31,350	1.40%
NET BUDGET	\$ 3,360,445	\$ 4,159,640	\$ 799,195	23.78%	\$ 3,883,568	\$ 523,123	15.57%

### TAX RATE COMPARISON

	FY 24	SELECTBOARD/FI NANCE FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE	% of Budget
TOWN EXPENDITURES - REVENUE	\$ 3,360,445	\$ 3,883,568	\$ 523,123	15.57%	33.35%
MSAD 61	\$ 6,857,833	\$ 7,158,531	\$ 300,698	4.38%	61.47%
CUMBERLAND COUNTY	\$ 799,301	\$ 603,933	\$ (195,368)	-24.44%	5.19%
NET	\$ 11,017,579	\$ 11,646,032	\$ 628,453	5.70%	100.00%

## Casco Proposed Budget FY25

### EXPENSE COMPARISON

DEPARTMENTS	APPROVED FY24	SELECTBOARD / FINANCE COM. FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>ADMINISTRATION</b>				
10 PAYROLL	\$ 543,933	\$ 556,684	\$ 12,751	2.34%
30 SERVICES	\$ 156,100	\$ 153,200	\$ (2,900)	-1.86%
50 SUPPLIES & EQUIPMENT	\$ 38,000	\$ 35,000	\$ (3,000)	-7.89%
60 REPAIRS & MAINTENANCE	\$ 10,000	\$ 17,000	\$ 7,000	70.00%
70 TRAINING & TRAVEL	\$ 11,600	\$ 15,400	\$ 3,800	32.76%
<b>ADMINISTRATION: SUBTOTALS</b>	<b>\$ 759,633</b>	<b>\$ 777,284</b>	<b>\$ 17,651</b>	<b>2.32%</b>
<b>ASSESSING</b>				
10 PAYROLL	\$ 12,000	\$ 7,000	\$ (5,000)	-41.67%
30 SERVICES	\$ 100,075	\$ 97,300	\$ (2,775)	-2.77%
<b>ASSESSING: SUBTOTALS</b>	<b>\$ 112,075</b>	<b>\$ 104,300</b>	<b>\$ (7,775)</b>	<b>-6.94%</b>
<b>LEGAL</b>				
30 SERVICES	\$ 35,000	\$ 35,000	\$ -	0.00%
<b>LEGAL: SUBTOTALS</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>CONTINGENCY</b>				
30 SERVICES	\$ 35,000	\$ 30,000	\$ (5,000)	-14.29%
<b>CONTINGENCY: SUBTOTALS</b>	<b>\$ 35,000</b>	<b>\$ 30,000</b>	<b>\$ (5,000)</b>	<b>-14.29%</b>
<b>CODE ENFORCEMENT</b>				
10 PAYROLL	\$ 135,004	\$ 135,037	\$ 33	0.02%
30 SERVICES	\$ 4,900	\$ 4,900	\$ -	0.00%
50 SUPPLIES	\$ 2,000	\$ 2,000	\$ -	0.00%
70 TRAINING & TRAVEL	\$ 1,200	\$ 1,500	\$ 300	25.00%
<b>CODE ENFORCEMENT: SUBTOTALS</b>	<b>\$ 143,104</b>	<b>\$ 143,437</b>	<b>\$ 333</b>	<b>0.23%</b>
<b>PLANNING AND ZONING</b>				
10 PAYROLL	\$ -	\$ 60,000	\$ 60,000	
30 SERVICES	\$ 4,950	\$ 12,500	\$ 7,550	152.53%
50 SUPPLIES	\$ 100	\$ 100	\$ -	0.00%
70 TRAINING & TRAVEL	\$ 325	\$ 600	\$ 275	84.62%
<b>PLANNING &amp; ZONING: SUBTOTALS</b>	<b>\$ 5,375</b>	<b>\$ 73,200</b>	<b>\$ 67,825</b>	<b>1261.86%</b>

DEPARTMENTS	APPROVED FY24	SB / FC FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>RECREATION</b>				
10 PAYROLL	\$ 129,120	\$ 136,614	\$ 7,494	5.80%
30 SERVICES	\$ 2,900	\$ 3,500	\$ 600	20.69%
50 SUPPLIES	\$ 2,700	\$ 2,450	\$ (250)	-9.26%
60 REPAIRS & MAINTENANCE	\$ 11,000	\$ 13,000	\$ 2,000	18.18%
70 TRAINING & TRAVEL	\$ 2,200	\$ 3,000	\$ 800	36.36%
80 PROGRAMS	\$ 58,750	\$ 61,300	\$ 2,550	4.34%
<b>RECREATION: SUBTOTALS</b>	<b>\$ 206,670</b>	<b>\$ 219,864</b>	<b>\$ 13,194</b>	<b>6.38%</b>
<b>PARKS &amp; BEACHES</b>				
30 SERVICES	\$ 3,100	\$ 8,000	\$ 4,900	0.00%
50 SUPPLIES	\$ 2,000	\$ 2,500	\$ 500	25.00%
60 REPAIRS & MAINTENANCE	\$ 8,500	\$ 3,500	\$ (5,000)	-58.82%
<b>PARKS &amp; BEACHES: SUBTOTALS</b>	<b>\$ 13,600</b>	<b>\$ 14,000</b>	<b>\$ 400</b>	<b>2.94%</b>
<b>FACILITIES-CCC, ACCESS BLDGS</b>				
10 PAYROLL	\$ 56,350	\$ 59,831	\$ 3,481	6.18%
30 SERVICES	\$ 2,200	\$ 3,000	\$ 800	36.36%
50 SUPPLIES	\$ 9,050	\$ 5,500	\$ (3,550)	-39.23%
60 REPAIRS & MAINTENANCE	\$ 28,500	\$ 39,000	\$ 10,500	36.84%
70 TRAINING & TRAVEL	\$ 1,000	\$ 500	\$ (500)	-50.00%
<b>FACILITIES-CCC, ACCESS BLD: SUBTOTALS</b>	<b>\$ 97,100</b>	<b>\$ 107,831</b>	<b>\$ 10,731</b>	<b>11.05%</b>
<b>CEMETARIES</b>				
30 SERVICES	\$ 10,500	\$ 8,500	\$ (2,000)	-19.05%
50 SUPPLIES	\$ 400	\$ 600	\$ 200	50.00%
<b>CEMETARIES: SUBTOTALS</b>	<b>\$ 10,900</b>	<b>\$ 9,100</b>	<b>\$ (1,800)</b>	<b>-16.51%</b>
<b>OPEN SPACE COMMISSION</b>				
30 SERVICES	\$ 2,350	\$ 2,500	\$ 150	6.38%
50 SUPPLIES	\$ 150	\$ 2,500	\$ 2,350	1566.67%
<b>OPEN SPACE COMMISSION: SUBTOTALS</b>	<b>\$ 2,500</b>	<b>\$ 5,000</b>	<b>\$ 2,500</b>	<b>100.00%</b>
<b>VETERANS/CONSERVATION</b>				
30 SERVICES	\$ 2,500	\$ 2,500	\$ -	0.00%
<b>VETERANS/CONSERVATION: SUBTOTALS</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>0.00%</b>

DEPARTMENTS	APPROVED FY24	SB / FC FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>PUBLIC ASSISTANCE</b>				
30 SERVICES	\$ 34,500	\$ 47,520	\$ 13,020	37.74%
<b>PUBLIC ASSISTANCE: SUBTOTALS</b>	<b>\$ 34,500</b>	<b>\$ 47,520</b>	<b>\$ 13,020</b>	<b>37.74%</b>
<b>DONATIONS</b>				
01 CASCO COMMUNITY LIBRARY	\$ 88,348	\$ 91,200	\$ 2,852	3.23%
02 HOME HEALTH VISITING NURSES	\$ 4,000	\$ 2,300	\$ (1,700)	-42.50%
03 NORTHERN LIGHT HEALTH	\$ 1,000	\$ 1,000	\$ -	0.00%
04 THROUGH THESE DOORS	\$ 1,100	\$ 1,100	\$ -	0.00%
05 TRI COUNTY COUNSELING	\$ 1,000	\$ 2,500	\$ 1,500	0.00%
06 OPPORTUNITY ALLIANCE	\$ 5,000	\$ 5,000	\$ -	0.00%
07 CASCO NAPLES MEAL SITE	\$ 6,500	\$ -	\$ (6,500)	100.00%
08 AMERICAN LEGION	\$ 500	\$ 500		100.00%
10 SEBAGO LAKES REGION CHAMBER	\$ 1,000	\$ 1,500	\$ 500	50.00%
11 LAKE REGION BUS SERVICE	\$ 10,000	\$ 10,000	\$ -	0.00%
13 LIFE FLIGHT	\$ 912	\$ 912	\$ -	0.00%
14 CRESCENT LAKE WATERSHED ASSOCIATI	\$ 1,000	\$ 2,000	\$ 1,000	100.00%
15 LAKE MONITORING PROGRAM	\$ 1,500	\$ 3,000	\$ 1,500	100.00%
16 THOMPSON LAKE ENVIRONMENTAL ASSOC.	\$ 2,500	\$ 2,500	\$ -	0.00%
17 LEA MILFOIL PROJECT	\$ 5,000	\$ 5,000	\$ -	0.00%
18 PLEASANT LAKE PARKER POND ASSOC.	\$ 4,000	\$ 4,000	\$ -	0.00%
19 MAINE PUBLIC RADIO	\$ 100	\$ -	\$ (100)	-100.00%
20 HEALTH EQUITY ALLIANCE	\$ -	\$ -	\$ -	0.00%
21 LOCAL FOOD PANTRIES	\$ 3,600	\$ 3,600	\$ -	0.00%
22 CROOKED RIVER SNOWMOBILE CLUB	\$ -	\$ 2,000	\$ 2,000	100.00%
23 ANDROSCOGGIN HEALTHCARE & HOSPIC	\$ 500	\$ 500		100.00%
<b>DONATIONS: SUBTOTALS</b>	<b>\$ 137,560</b>	<b>\$ 138,612</b>	<b>\$ 1,052</b>	<b>0.76%</b>

DEPARTMENTS	APPROVED FY24	SB / FC FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>FIRE DEPARTMENT</b>				
10 PAYROLL	\$ 917,483	\$ 935,115	\$ 17,632	1.92%
30 SERVICES	\$ 115,228	\$ 112,189	\$ (3,039)	-2.64%
50 SUPPLIES	\$ 108,700	\$ 110,500	\$ 1,800	1.66%
60 REPAIRS & MAINTENANCE	\$ 73,250	\$ 79,550	\$ 6,300	8.60%
70 TRAINING & TRAVEL	\$ 21,000	\$ 21,000	\$ -	0.00%
<b>FIRE DEPARTMENT: SUBTOTALS</b>	<b>\$ 1,235,661</b>	<b>\$ 1,258,354</b>	<b>\$ 22,693</b>	<b>1.84%</b>
<b>ANIMAL CONTROL</b>				
10 PAYROLL	\$ 55,760	\$ 73,162	\$ 17,402	31.21%
11 BENEFITS & INSURANCE	\$ 35,631	\$ 38,085	\$ 2,454	6.89%
20 UTILITES	\$ 828	\$ 828	\$ -	0.00%
30 SERVICES	\$ 6,368	\$ 6,214	\$ (154)	-2.42%
50 SUPPLIES	\$ 5,700	\$ 5,700	\$ -	0.00%
60 REPAIRS & MAINTENANCE	\$ 6,150	\$ 2,000	\$ (4,150)	-67.48%
70 TRAINING & TRAVEL	\$ 1,800	\$ 1,800	\$ -	0.00%
<b>ANIMAL CONTROL: SUBTOTALS</b>	<b>\$ 112,237</b>	<b>\$ 127,789</b>	<b>\$ 15,552</b>	<b>13.86%</b>
<b>EMA/LAW ENFORCEMENT</b>				
10 PAYROLL	\$ 1,800	\$ -	\$ (1,800)	0.00%
30 SERVICES	\$ -	\$ 269,000	\$ 269,000	0.00%
50 SUPPLIES	\$ 2,900	\$ 4,400	\$ 1,500	51.72%
70 TRAINING & TRAVEL	\$ 2,190	\$ 750	\$ (1,440)	-65.75%
	<b>\$ 6,890</b>	<b>\$ 274,150</b>	<b>\$ 267,260</b>	<b>3878.96%</b>
<b>PUBLIC WORKS/ROADS</b>				
10 PAYROLL	\$ 131,227	\$ 166,589	\$ 35,362	26.95%
30 SERVICES	\$ 620,350	\$ 623,360	\$ 3,010	0.49%
50 SUPPLIES	\$ 225,700	\$ 209,000	\$ (16,700)	-7.40%
60 REPAIRS & MAINTENANCE	\$ 14,000	\$ 20,300	\$ 6,300	45.00%
70 TRAINING & TRAVEL	\$ 3,200	\$ 2,700	\$ (500)	-15.63%
<b>PUBLIC WORKS/ROADS: SUBTOTALS</b>	<b>\$ 994,477</b>	<b>\$ 1,021,949</b>	<b>\$ 27,472</b>	<b>2.76%</b>

	APPROVED FY 24	SB / FC FY25	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
<b>DAMS</b>				
30 SERVICES	\$ 5,000	\$ 5,000	\$ -	0.00%
60 REPAIRS & MAINTENANCE	\$ 100	\$ 5,000	\$ 4,900	4900.00%
<b>DAMS: SUBTOTALS</b>	<b>\$ 5,100</b>	<b>\$ 10,000</b>	<b>\$ 4,900</b>	<b>96.08%</b>
<b>BENEFITS &amp; INSURANCE</b>				
11 BENEFITS & INSURANCE	\$ 704,137	\$ 774,803	\$ 70,666	9.12%
13 OTHER INSURANCE	\$ 37,500	\$ 42,525	\$ 5,025	13.40%
<b>BENEFIT &amp; INSURANCE: SUBTOTALS</b>	<b>\$ 741,637</b>	<b>\$ 817,328</b>	<b>\$ 75,691</b>	<b>10.21%</b>
<b>TRANSFER STATION/BULKY WASTE</b>				
06 PROFESSIONAL SERVICES		\$ 94,780	\$ 94,780	100.00%
24 INTERLOCAL AGREEMENT	\$ 376,973	\$ 375,880	\$ (1,093)	-0.29%
<b>TRANSFER /BULKY WASTE: SUBTOTALS</b>	<b>\$ 376,973</b>	<b>\$ 470,660</b>	<b>\$ 93,687</b>	<b>24.85%</b>
<b>UTILITIES</b>				
20 UTILITES	\$ 105,345	\$ 100,500	\$ (4,845)	-4.60%
<b>UTILITIES: SUBTOTALS</b>	<b>\$ 105,345</b>	<b>\$ 100,500</b>	<b>\$ (4,845)</b>	<b>-4.60%</b>
<b>TOTAL</b>	<b>\$ 5,173,837</b>	<b>\$ 5,788,378</b>	<b>\$ 614,541</b>	<b>11.88%</b>
DEBT SERVICE	\$ 304,000	\$ 363,932	\$ 59,932	19.71%
CAPITAL EXPENSES	\$ 120,000	\$ -	\$ (120,000)	-100.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,597,837</b>	<b>\$ 6,152,310</b>	<b>\$ 554,473</b>	<b>9.91%</b>

**TOTAL BUDGET COMPARISON**

	<b>FY 24</b>	<b>SB / FC FY25</b>	<b>\$ INCREASE OR DECREASE</b>	<b>% INCREASE OR DECREASE</b>
EXPENDITURES	\$ 5,597,837	\$ 6,152,310	\$ 554,473	9.91%
REVENUE	\$ 2,237,392	\$ 2,268,742	\$ 31,350	1.40%
<b>NET BUDGET</b>	<b>\$ 3,360,445</b>	<b>\$ 3,883,568</b>	<b>\$ 523,123</b>	<b>15.57%</b>





March 25, 2024

TOWN OF CASCO  
635 MEADOW ROAD  
CASCO, ME 04015-3305

SUBJECT: CASCO MAIN OFFICE, 942 MEADOW RD, CASCO, ME 04015-9998  
Expiration Date: 03/31/26

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 202-719-6908 or [tamim.chowdhury@jll.com](mailto:tamim.chowdhury@jll.com).

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
  - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

**\*\*PLEASE SIGN AND RETURN THIS LEASE PACKET OR PROVIDE FEEDBACK NO LATER THAN 04/08/24\*\*.**

Using the enclosed envelope, please mail all requested forms with original signatures. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

**Notice:** All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Tamim Chowdhury

CC: Tim Kastens

FACILITIES HEADQUARTERS



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at [Tim.Kastens@am.jll.com](mailto:Tim.Kastens@am.jll.com).

Sincerely yours,

A handwritten signature in black ink that reads "Donald L. Mackey".

Donald L. Mackey  
Director, Facilities Leasing (A)

## USPS Letter of Intent – CASCO MAIN OFFICE (CASCO, ME 04015-9998)

<b>Date Submitted:</b>	March 25, 2024	
<b>Submitted To:</b>	TOWN OF CASCO as representative of Landlord	
<b>Submitted By:</b>	Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant	
<b>Description of Requirement:</b>	Renewal of Lease	
<b>Response Date Requested:</b>	Please submit a written response in the space provided within seven (7) days of receipt.	
<b>Issue</b>	<b>Proposal of Terms</b>	<b>Landlord's</b>
<b>1. Building:</b>	CASCO MAIN OFFICE, 942 MEADOW RD, CASCO, ME 04015-9998	
<b>2. Landlord:</b>	TOWN OF CASCO, 635 MEADOW ROAD, CASCO, ME 04015-3305	
<b>3. Tenant:</b>	United States Postal Service shall be the entity defined in the lease agreement.	
<b>4. Lease Commencement Date:</b>	4/1/2026	
<b>5. Lease Term:</b>	Five (5) years	
<b>6. USPS Lease Form:</b>	This transaction is subject to use of the United States Postal Service's current standard lease form.	
<b>7. Premises:</b>	2,415 square feet (net interior); please provide a current <i>as-built floor plan and site plan</i> outlining the Premises	
<b>8. Proposed Annual Rent:</b>	\$32,458.00 per annum, <u>inclusive of a market commission</u>	
<b>9. Utilities/Services/Equipment:</b>	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider	
<b>10. Maintenance:</b>	Per the terms of the current Lease Agreement: USPS Responsibility, Partial	
<b>11. Real Estate Taxes:</b>	Per the terms of the current Lease Agreement: Landlord Responsibility	
<b>12. Parking:</b>	Please outline the current parking arrangement with the USPS; specifically the availability and location of reserved parking, handicap parking, and visitor parking.	
<b>13. Termination Option:</b>	None	
<b>14. Renewal Option:</b>	Tenant shall have two (2) renewal options of five (5) years each with at least 30 days advance written notice to Landlord. The annual rent for each option term shall be at a 5% increase over the prior term.	
<b>15. Commissions:</b>	Tenant is represented by Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc.. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") in the amount of \$6,491.60, equivalent to 4 percent (4%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.	
<b>16. Required Documentation:</b>	Please provide the following documents with an accepted proposal: <ul style="list-style-type: none"> <li>• Copy of recorded Warranty Deed (confirming ownership)</li> <li>• Completed IRS Form W9 (confirming ownership)</li> <li>• Signing Authority Documentation (e.g., Articles of Incorporation, Enabling Resolution, etc.)</li> </ul>	



March 25, 2024

### COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **TOWN OF CASCO** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

CASCO MAIN OFFICE, 942 MEADOW RD, CASCO, ME  
USPS Property ID 221380-002

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$32,458.00	\$162,290.00	4%	\$6,491.60

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

**BROKER:**

Jones Lang LaSalle Americas, Inc.

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

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

**LESSOR:**

TOWN OF CASCO

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

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
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- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## Lease

CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998



## Lease (Multi-Tenant Form)

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
Lease: Q90000851616

This Lease, by and between TOWN OF CASCO, ("Landlord") and the United States Postal Service ("USPS" or "Postal Service"), is made as of the Effective Date. The "Effective Date" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a two-story, multi-tenant Wood Frame building having a street address of 942 MEADOW RD, CASCO, ME 04015-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 42-18 (the "**Property**"). The Premises consists of approximately 2,415 square feet of net interior space as shown cross-hatched on Exhibit A and additional space, if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Electrical Distribution System
3. Light Fixtures
4. Water Distribution System including hot water supply
5. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider USPS Responsibility-Partial attached to this Lease (the "Maintenance Rider").

The Postal Service may install or may have installed the following equipment:

1. Air Conditioning System (Window Unit)

The maintenance of these items is governed by the Maintenance Rider.

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on April 01, 2026 ("**Commencement Date**") and ending on March 31, 2031, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."



## Lease (Multi-Tenant Form)

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
Lease: Q90000851616

**3. RENT:** The Postal Service will pay Landlord an annual rent of: \$32,458.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:  
TOWN OF CASCO  
635 MEADOW ROAD  
CASCO, ME 04015-3305

**4. RENEWAL OPTIONS:** The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
04/01/2031	03/31/2036	\$34,081.00
04/01/2036	03/31/2041	\$35,785.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

**5. OTHER PROVISIONS:** When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider USPS Responsibility (Partial)

**6. TERMINATION:** There shall be no early termination rights, except as otherwise provided in this Lease.

**7. CONFLICT OF INTEREST.** To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements





**Lease (Multi-Tenant Form)**

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
Lease: Q90000851616

due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



# Conflict of Interest/Signature Page

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
Lease: Q90000851616

### CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

**LANDLORD:** Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i)  A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii)  The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii)  A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;  
(Relationship) \_\_\_\_\_
- (iv)  An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v)  None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (ii) Spouse who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iii) Family member who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iv) Household Member who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

**LANDLORD NAME:** TOWN OF CASCO

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Witness

Name: \_\_\_\_\_  
Witness

**Landlord's signature must be witnessed by two individuals, which shall sign where indicated above**

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

**POSTAL SERVICE:**

Signature: \_\_\_\_\_

Print Name: JAMIE KATERBERG

Title: Contracting Officer

Date: \_\_\_\_\_



## Instructions

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
Lease: Q90000851616

### Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

#### Generally

- a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.
- b. All signatures must be witnessed by two individuals as indicated on the signature page.
- c. The Landlord must submit adequate evidence of title to the Premises.
- d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

#### Individual, Administrator, or Trustee

- a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.
- b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.
- c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

#### Partnership

- a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.
- b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.
- c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

#### Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement

**Instructions**

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must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

**Limited Liability Company (LLC)**

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

**Limited Liability Partnership (LLP)**

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.



Exhibits

Facility Name/Location  
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942 MEADOW RD, CASCO, ME 04015-9998

County: Cumberland  
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Exhibit A

[Legal Description of Property]

A portion of all that certain parcel of land and improvements thereon located at 942 Meadow Rd., Casco, ME 04015-9998.





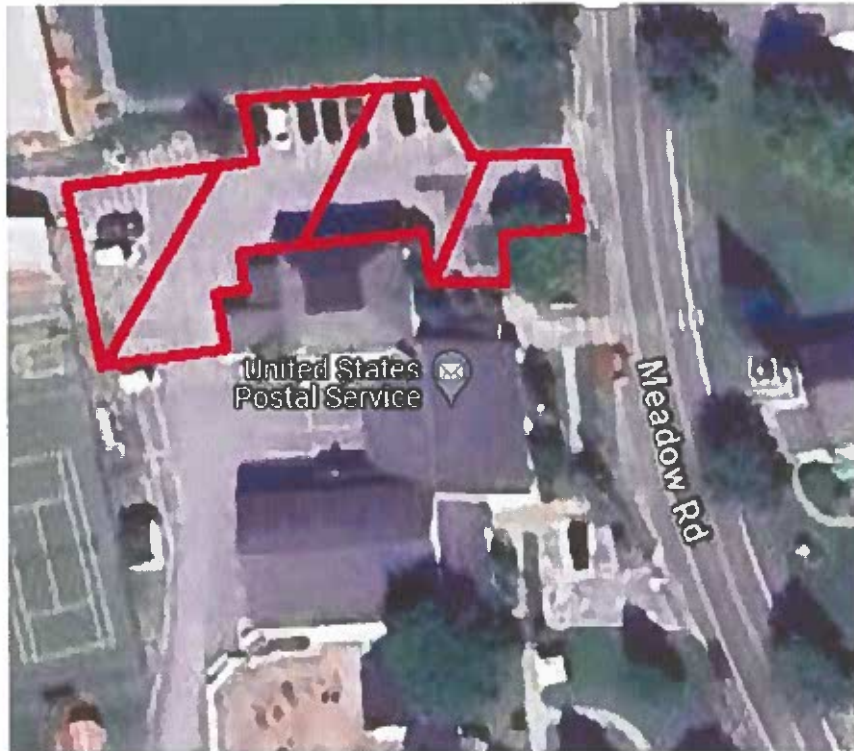
Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
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**Exhibit B**

**Parking Area  
(If Applicable)**

Approximately 9,124 sq. ft. of USPS exclusive parking and maneuvering and 900 sq. ft. of USPS exclusive driveway shown cross-hatched below.





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**Exhibit C**  
**Premises Area**

<b>Lease Defined Space Measurements</b>	<b>Sq ft</b>
Rentable SF:	2,415
Total USPS Leased SF:	2,415
Total Property Site SF:	12,579
Exterior, Platform and Ramp:	140
Driveway:	900
Parking/Maneuvering:	9,124

**Area Comments**



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Facility Name/Location  
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 942 MEADOW RD, CASCO, ME 04015-9998

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### 1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

### 2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and





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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer to, and ownership by, the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

### 4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the



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Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

### 5. [RESERVED]

### 6. INSURANCE

**a. Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

**b. Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "**Landlord's Insurance.**" Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"



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insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) **Flood, Earthquake, and Tornado Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

### 7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its



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vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

### c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal



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Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

**d. Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

**e. Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

### 8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the



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time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

### 9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "Act").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or



## General Conditions to USPS Lease

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County: Cumberland  
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2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

### 10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move as well as the actual reasonable costs incurred in connection with the Postal Service's move back to the Premises after the interference ceases.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they



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either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

**g. Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

**h. Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

**i. [RESERVED]**

**j. Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

**k. Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

**l. Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

**m. Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any





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amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

TOWN OF CASCO  
 635 MEADOW ROAD  
 CASCO, ME 04015-3305

With a copy to:

To the Postal Service at:

Contracting Officer  
 USPS Facilities Leasing East  
 PO Box 27497  
 Greensboro, NC 27498-1103

With a copy to:

Postmaster/Installation Head  
 942 MEADOW RD, CASCO, ME 04015-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

### 11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.



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b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act<sup>1</sup>

Clause 9-7, Equal Opportunity<sup>2</sup>

Clause 9-13, Equal Opportunity for Workers with Disabilities<sup>3</sup>

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans<sup>4</sup>

Clause 9-16, Employer Reports on Employment of Protected Veterans<sup>4</sup>

Clause B-25, Advertising of Contract Awards

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider USPS Responsibility (Partial)

Facility Name/Location  
CASCO - MAIN OFFICE (221380-002)  
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County: Cumberland  
Lease: Q90000851616

1. **Postal Service Responsibilities.** The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of Landlord in Paragraph 3 below and damage resulting from, and to the extent of, the negligence of the Landlord's agents or employees (which portion of the damage arising directly from Landlord's negligence shall be the responsibility of the Landlord). The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep the Premises in proper condition during the Lease term.
2. **Premises.** The term "Premises" as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.
3. **Landlord Responsibilities.** Landlord, except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), is responsible for maintenance of, repairs to, and, if necessary, replacement of:
  - a. **Common Areas.** All common or joint use interior and exterior areas (including exterior painting), and common or joint use equipment and systems that may be included as part of this Lease.
  - b. **Structural Elements.** All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; bridges; floors (but not including floor covering); and similar structural elements or features.
  - c. **Lighting Systems.** All lighting systems, including all components thereof, such as, by way of example and not in limitation, ballasts, poles, and light fixture covers (but not light bulbs).
  - d. **Roof.** All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
  - e. **Pest Control.** Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
  - f. **Construction Defects.** Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
  - g. **Casualty.** Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
  - h. **Well and Septic Systems.** Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord's sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
  - i. **Utilities.** All utilities, including all systems and structures and the components thereof which deliver such



## Maintenance Rider USPS Responsibility (Partial)

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utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs. This also excludes interior sinks, toilets, electrical panels, electrical outlets, and HVAC units.

- j. **Water Remediation.** Inspection and remediation of recurring pooling and ponding water (interior and exterior) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances.
- k. **Retention Ponds.** Any retention ponds.
- l. **Sink holes.** Any sink holes and any damage resulting therefrom.
- m. **Exterior Site Related Issues.** All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances (but not including landscaping).

#### 4. Completion of Maintenance, Repair, or Replacement by Landlord.

- a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.
- b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.
- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments or reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and all other payments and reimbursements due or to become due under this Lease will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for the completion of any maintenance, repair or



## Maintenance Rider USPS Responsibility (Partial)

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replacement set forth above. The remedies provided in this section are cumulative, non-exclusive, and in addition to any remedies available to the Postal Service under applicable law.

**5. Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
  - (2) Postal Service employees; and
  - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

**Utilities and Services Rider**

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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

**1. HEAT**

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

**2. ELECTRICITY**

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

**3. WATER**

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are supplied by a private water system. The Landlord pays for all recurring charges for the water system and water services. If a public water system is currently available, Landlord must obtain connection to the public water system, maintain the connections, and pay all fees and costs involved in the connection of the Property to the public water system so that public water services are available at all times in and to the Premises. If public water service is not currently available, but becomes available in the future, Landlord must obtain connection to the public water system, maintain the connections and pay all fees and costs involved in connecting the Property to the public water system so that public water services are available at all times in and to the Premises. After connection, the Postal Service pays for all recurring water charges, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

**4. SEWER**

The Premises are supplied by a private sewer system. The Landlord pays for all recurring charges for the sewer system. If public sewer services are currently available, Landlord must obtain connection to the public sewer system and public sewer services, maintain the connections, and pay all fees and costs involved in the connection of the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. If a public sewer system is not currently available, but becomes available in the future, Landlord must obtain connection to the public sewer system, maintain the connections and pay all fees and costs involved in connecting the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. After connection, the Postal Service pays for all recurring sewer charges, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

**5. TRASH**



## Utilities and Services Rider

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Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

### 6. SNOW

Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof, the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost.

### 7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service is responsible for and payment of the costs of custodial services for the interior of the Premises and any exterior areas used exclusively by the Postal Service at such time and in such manner as the Postal Service considers necessary. Landlord is responsible for custodial services for any areas not exclusively used by the Postal Service at Landlord's cost.

### 8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, grass cutting or shrub trimming at its cost.



TOWN OF CASCO
OFFICE OF THE SELECTBOARD
635 Meadow Rd
Casco, ME 04015

April 16, 2024

TO: Nancy Dunbar of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of Election Clerk the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an Election Clerk in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16th day of April, 2024.

\_\_\_\_ Selectboard
\_\_\_\_ of
\_\_\_\_ Casco
\_\_\_\_
\_\_\_\_

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS

DATE: \_\_\_\_\_

Personally appeared the above named Nancy Dunbar, who has been duly appointed by the Selectboard as an Election Clerk in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_





TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015

April 16, 2024

TO: **Janet VerPlanck** of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS DATE: \_\_\_\_\_

Personally appeared the above named **Janet VerPlanck**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015

April 16, 2024

TO: **Julie Kocceika** of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS

DATE: \_\_\_\_\_

Personally appeared the above named **Julie Kocceika**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015**

April 16, 2024

TO: **Sandra Fredricks** of Casco, in the County of Cumberland and State of Maine:  
There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF MAINE.**

COUNTY OF CUMBERLAND, SS

DATE: \_\_\_\_\_

Personally appeared the above named **Sandra Fredricks**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**TOWN OF CASCO**  
**OFFICE OF THE SELECTBOARD**  
635 Meadow Rd  
Casco, ME 04015

April 16, 2024

TO: **Donna Jones** of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF MAINE.**

COUNTY OF CUMBERLAND, SS **DATE:** \_\_\_\_\_

Personally appeared the above named **Donna Jones**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



TOWN OF CASCO
OFFICE OF THE SELECTBOARD
635 Meadow Rd
Casco, ME 04015

April 16, 2024

TO: Thomas Jones of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of Election Clerk the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an Election Clerk in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16th day of April, 2024.

\_\_\_\_ Selectboard
\_\_\_\_ of
\_\_\_\_ Casco
\_\_\_\_
\_\_\_\_

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS DATE: \_\_\_\_\_

Personally appeared the above named Thomas Jones, who has been duly appointed by the Selectboard as an Election Clerk in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015

April 16, 2024

TO: Arlene Jacques of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of Election Clerk the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an Election Clerk in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Selectboard  
of  
Casco

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS DATE: \_\_\_\_\_

Personally appeared the above named Arlene Jacques, who has been duly appointed by the Selectboard as an Election Clerk in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**TOWN OF CASCO**  
**OFFICE OF THE SELECTBOARD**  
**635 Meadow Rd**  
**Casco, ME 04015**

April 16, 2024

TO: **Jennifer Morton** of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF MAINE.**

COUNTY OF CUMBERLAND, SS                      DATE: \_\_\_\_\_

Personally appeared the above named **Jennifer Morton**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015

April 16, 2024

TO: **Melissa Poree** of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Selectboard  
of  
Casco

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS                      DATE: \_\_\_\_\_

Personally appeared the above named **Melissa Poree**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_





TOWN OF CASCO
OFFICE OF THE SELECTBOARD
635 Meadow Rd
Casco, ME 04015

April 16, 2024

TO: Devin Langadas of Casco, in the County of Cumberland and State of Maine:

There being a vacancy in the position of Election Clerk the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an Election Clerk in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16th day of April, 2024.

\_\_\_\_ Selectboard
\_\_\_\_ of
\_\_\_\_ Casco
\_\_\_\_
\_\_\_\_

STATE OF MAINE.

COUNTY OF CUMBERLAND, SS DATE: \_\_\_\_\_

Personally appeared the above named Devin Langadas, who has been duly appointed by the Selectboard as an Election Clerk in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**TOWN OF CASCO  
OFFICE OF THE SELECTBOARD  
635 Meadow Rd  
Casco, ME 04015**

April 16, 2024

TO: **Laurie Kidd** of Bridgton, in the County of Cumberland and State of Maine:

There being a vacancy in the position of **Election Clerk** the Selectboard of the Municipality of Casco, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to serve as an **Election Clerk** in and for the Municipality of Casco. Such appointment is to be effective from May 1, 2024 until May 1, 2026.

Given under our hands this 16<sup>th</sup> day of April, 2024.

\_\_\_\_\_ Selectboard  
\_\_\_\_\_ of  
\_\_\_\_\_ Casco  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE. .

COUNTY OF CUMBERLAND, SS DATE: \_\_\_\_\_

Personally appeared the above named **Laurie Kidd**, who has been duly appointed by the Selectboard as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the term specified above according to law. Before me, \_\_\_\_\_, Municipal Clerk.

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

# TAX RECORD INFORMATION SHEET

Item 13.#

1/8

1. SALIENT DOCUMENT , Tax Record Information Sheet , transfers through town tax office , county assessor , mortgage broker , depository trust .
2. taxes paid at closing with Eric Shaffer , H&D title
3. tax lean recorded and released through Cumberland County registry of deeds ;  
identifying what is missing from tax record information  
Identifying , ESCROW , to be maintained by municipal tax office  
BENEFIT of a VA mortgage , ESCROW PROPERTY TAX , homeowners INSURANCE , title insurance, divided over 12 months , added into principal payment for 30 year mortgage , determining a constant monthly payment , ESCROW benefits of a VA mortgage .
4. disclaimer on Casco Tax map , " tax only , not for boundaries "
5. Survey of area , this is a matter of archives , matches legal deed description , matching , "exhibit A" .
6. exhibit A , legal deed description .
7. town tax map , NOT EVEN CLOSE to legal deed description , explains why what should have been escrowed through VA mortgage per benefit due a VA mortgage not recognized , not addressed by proper validation ,

presented to Casco select board chair and co chair thru  
Casco town manager to be presented at 8 /10 / 21 select board  
meeting ; reenforce Casco's commitment to pay SURVEYORS  
FEES

### TAX RECORD INFORMATION SHEET

THIS FORM MUST BE COMPLETED BY TITLE OFFICER, ESCROW OFFICER AND/OR CLOSING ATTORNEY AND SIGNED BY SAME.

*Ben Thompson*  
*Cumberland County*  
*MAINE*

*Tax Assessors*  
*Office*

THIS SHEET MUST BE COMPLETELY FILLED OUT OR IT WILL BE RETURNED FOR COMPLETION.

- INSTRUCTIONS FOR COMPLETION OF TAX RECORDS:
1. Tax legal description must be exactly as shown on tax records.
  2. Show only all taxing authority where we are escrowing for payment.
  3. Tax bills & information are obtained from this sheet. Therefore, it must be completed in full. Include any Assessment, Municipal Utility Districts, Ground Rents, etc. that are escrowed for payment.

The following information is Certified by: *Ben Thompson*  
DATE LOAN CLOSED: FEBRUARY 26, 2010 TITLE/ESCROW/CLOSING ATTORNEY

REFINANCE [ ] Yes [X] No  
LOAN # MKG0910004179  
BORROWER(S) NAME: David E Kimball

TAXES FOR CURRENT YEAR LISTED IN NAME OF: *Darlene Perry*

PROPERTY ADDRESS: 782 Meadow Road  
Casco, ME 04015

CURRENT TAX ASSESSMENT BASED ON:  
 ACREAGE  VADANT  PARTIAL CONSTRUCTION  COMPLETE CONSTRUCTION  
 LEGAL DESCRIPTION:  
 SECTION \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT(S) 41 TRACT \_\_\_\_\_  
 MAP 8 UNIT# \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_  
 SUBDIVISION \_\_\_\_\_  
 METES & BOUNDS [ ] YES [ ] NO

TYPE OF TAX Property LAST AMOUNT PAID 688.05  
 CURRENT TAXES PAID THRU DATE 6/30/10 NEXT DUE DATE 7/1/10  
 NEXT AMOUNT DUE 688.05 -THIS AMOUNT IS [ ] ESTIMATE [X] ACTUAL  
 PAYMENT FREQUENCY:  
 ANNUAL  SEMI-ANNUAL  QUARTERLY  TRI-ANNUAL  
 TAXING AUTHORITY NAME & ADDRESS: Casco PARCEL/PROPERTY ID/TMS # Map 8 Lot 41 Acct # 708  
P.O. Box 60  
Casco, ME 04015 PARCEL/PROPERTY ID/TMS # \_\_\_\_\_

TYPE OF TAX \_\_\_\_\_ LAST AMOUNT PAID \_\_\_\_\_  
 CURRENT TAXES PAID THRU DATE \_\_\_\_\_ NEXT DUE DATE \_\_\_\_\_  
 NEXT AMOUNT DUE \_\_\_\_\_ -THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL  
 PAYMENT FREQUENCY:  
 ANNUAL  SEMI-ANNUAL  QUARTERLY  TRI-ANNUAL  
 TAXING AUTHORITY NAME & ADDRESS: \_\_\_\_\_ PARCEL/PROPERTY ID/TMS # \_\_\_\_\_  
 \_\_\_\_\_ PARCEL/PROPERTY ID/TMS # \_\_\_\_\_

*- NO ACCOUNT*  
*2068*  
*map 39 lot 1*

TYPE OF TAX \_\_\_\_\_ LAST AMOUNT PAID \_\_\_\_\_  
 CURRENT TAXES PAID THRU DATE \_\_\_\_\_ NEXT DUE DATE \_\_\_\_\_  
 NEXT AMOUNT DUE \_\_\_\_\_ -THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL  
 PAYMENT FREQUENCY:  
 ANNUAL  SEMI-ANNUAL  QUARTERLY  TRI-ANNUAL  
 TAXING AUTHORITY NAME & ADDRESS: \_\_\_\_\_ PARCEL/PROPERTY ID/TMS # \_\_\_\_\_  
 \_\_\_\_\_ PARCEL/PROPERTY ID/TMS # \_\_\_\_\_

*Please include Map 39 Lot 1 Account # 2068*  
*As is described in "EXHIBIT A"*  
*BOOK 34578 Page 277, 278*  
*As well as*  
*Book 26497 Page 44 16/36*

*7/13*

YORK COUNTY OFFICE  
409 ALFRED STREET  
BETHLEHEM, ME 04409  
VOICE 207-282-3711  
FAX 207-282-3700

CUMBERLAND COUNTY OFFICE  
44 ATLANTIC PLACE  
SOUTH PORTLAND, ME 04106  
VOICE 207-775-0900  
FAX 207-775-0991

ANDROSCOGGIN COUNTY  
181 CENTER STREET, SUITE  
AUBURN, ME 04210  
VOICE 207-376-0631  
FAX 207-782-7800

Item 13.#

RICHARD A. FUEL, III, BSO, CHIEF OPERATING OFFICER  
FRANK L. DUMAS, MARKETING DIRECTOR  
BOB J. SCHAEFER, BSO, COUNCIL

PLEASE REPLY TO OUR ANDROSCOGGIN COUNTY OFFICE

February 26, 2010

Town of Casco  
PO Box 60  
Casco, ME 04015

RE: Map 8 Lot 41 & Map 39 Lot 1


Dear Tax Collector:

Enclosed is our Trust Account check in the amount of \$2611.38 on the above listed property under the name of Darlene Perry, to pay the following:

Account #768 ~	2008-2009 past due taxes	\$586.98	MAP 8 LOT 41
	October 2009 past due taxes	\$710.95	
	April 2010 taxes	\$688.05	
Account #2068 ~	2008-2009 past due taxes	\$440.43	MAP 39 LOT 1
	October 2009 past due taxes	\$184.97	NOT REFLECTING V LAND AREA

Thank you for your assistance in this regard.

Sincerely,



Linda J. Dalgle

Z:\w\docu\clients\BILL\172

Identify area called  
on "Exhibit A" in  
book 26497 Page  
book 34578 Page  
#1

State of Maine  
Tax Lien Certificate  
2018

Item 13.#

4/8

KIMBALL, DAVID E.  
782 MEADOW RD  
CASCO ME 04015

I, Pamela Griffin, Collector of Taxes for the Town of Casco, a municipal corporation located in the County of Cumberland, State of Maine, hereby give you notice that a tax in the amount of \$146.47 has been assessed, and was committed to me for collection on August 23, 2017, against real estate in said Town of Casco, and against KIMBALL, DAVID E. as owner(s) thereof, said real estate being described as follows:

Real Estate located at: MEADOW RD

Map Lot Description: 0034-0001

Map and Lot numbers refer to such numbers as found on tax maps of the Town of Casco, prepared by: Aerial Survey and Photo, Inc and dated April 1, 2017, on file at the Town of Casco municipal office.

I give you further notice that said tax, together with interest in the amount of \$1.85, which has been added to and has become part of said tax, remains unpaid; that a lien is claimed on said real estate, above described, to secure the payment of said tax; that proper demand for payment of said tax has been made in accordance with Title 36, Section 942, revised statutes of 1964, as amended.

Costs to be paid by taxpayer:

Statutory Fees and	
Mailing Costs	\$67.67
Principal	\$78.23
Interest	\$1.85
<u>Total</u>	<u>\$135.75</u>

  
 Pamela Griffin  
 Tax Collector  
 Town of Casco

NOTICE: The municipality has policy under Title 36, M.R.S.A. Section 906 to apply

REVISED TO APRIL 1, 2004  
FOR ASSESSMENT PURPOSES ONLY  
NOT FOR PROPERTY CONVEYANCES

MARK A. LEACH  
 ALICE L. JORDAN  
 ESTATE OF WINSLLOW  
 PARCEL NO. (20-31)  
 LAND TAKEN = 2.23 ± AC.  
 SLOPE EASE = 0.13 ± AC. (1)  
 TOTAL AREA = 116 ± AC.

CYRUS J. LEACH  
 PARCEL NO. (25-21)  
 LAND TAKEN = 0.09 ± AC.  
 TOTAL AREA = 1.22 ± AC.

MARK A. LEACH  
 ALICE L. JORDAN  
 BERYL L. WINSLOW  
 PARCEL NO. (20-31)  
 LAND TAKEN = 0.18 ± AC.  
 TOTAL AREA = 116 ± AC.

ETHELYN A. VAUGHN  
 PARCEL NO. (26-1)  
 LAND TAKEN = 0.39 ± AC.  
 TOTAL AREA = 0.58 ± AC.

BERTRAND A. DUBOIS  
 ALEXANDRE DESROCHERS

HELEN W. WESCOTT

JOHN J. MAGLIO  
 EMMA L. MAGLIO

CYRUS J. LEACH  
 PARCEL NO. (25-1)  
 LAND TAKEN = 639 ± S.F.  
 TOTAL AREA = 0.07 ± AC.

ITEM NO. (24) OMITTED

696191  
 696191

Recorded

THIS IS PLAN 9  
 BOOK 82 PAGE 9



NO.	GRANTOR	COUNTY RECORD	INSTRUMENT DATE	BOOK	PAGE
			6/23/66	2958	431

Recorded County  
 Embroidered  
 Registry of deeds  
 a  
 1979  
 NOT UNTIL 1979

PART

ETHELYN  
 PARCEL N  
 LAND TAK  
 TOTAL ARI



7/8

Item 13.#

Title No 102330232-201810-cj

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CUMBERLAND, STATE OF MAINE, AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

A CERTAIN LOT OR PARCEL OF LAND WITH ANY BUILDINGS THEREON SITUATED ON THE WESTERLY SIDE OF CASCO VILLAGE ROAD IN THE TOWN OF CASCO, COUNTY OF CUMBERLAND AND STATE OF MAINE AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY EDGE OF SAID CASCO VILLAGE ROAD AT A POINT WHERE THE BROOK CROSSES SAID CASCO VILLAGE ROAD;

THENCE RUNNING SOUTHERLY ALONG THE EDGE OF SAID ROAD A DISTANCE OF TWO HUNDRED FIFTY (250) FEET TO AN IRON POST;

THENCE NORTH 85° WEST A DISTANCE OF TWO HUNDRED FIFTY (250) FEET TO AN IRON POST;

THENCE NORTH 15° WEST TWO HUNDRED FIFTY (250) FEET TO AN IRON POST AND THE AFOREMENTIONED BROOK;

THENCE EASTERLY BY AND LARGE SAID BROOK TO THE POINT OF BEGINNING.

**PARCEL TWO:**

A CERTAIN LOT OR PARCEL OF LAND WITH ANY BUILDINGS THEREON SITUATED IN SAID CASCO ON THE WESTERLY SIDE OF THE ROAD LEADING FROM PIKE'S CORNER TO CASCO VILLAGE AT THE SOUTHEASTERLY CORNER OF LAND OF CYRUS J. LEACH AT THE EDGE OF THE AFORESAID ROAD AND RUNNING IN A WESTERLY DIRECTION FOLLOWING LINE OF SAID CYRUS J. LEACH A DISTANCE OF TWO HUNDRED FIFTY (250) FEET TO THE SOUTHWESTERLY CORNER OF SAID CYRUS J. LEACH;

THENCE IN S SOUTHERLY DIRECTION, PARALLEL WITH AFORESAID ROAD, A DISTANCE OF FIFTY (50) FEET TO A MARKER

THENCE IN AN EASTERLY DIRECTION PARALLEL WITH THE FIRST MENTIONED BOUND, TWO HUNDRED FIFTY (250) FEET TO THE EDGE OF THE AFORESAID ROAD;

THENCE IN A NORTHERLY DIRECTION, FOLLOWING EDGE OF AFORESAID ROAD, FIFTY (50) FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

A CERTAIN LOT OR PARCEL OF LAND WITH ANY BUILDINGS THEREON SITUATED IN THE TOWN OF CASCO, COUNTY OF CUMBERLAND AND STATE OF MAINE, ON THE EASTERLY SODE OF THE ROAD LEADING FROM PIKE'S CORNER TO CASCO VILLAGE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EDGE OF SAID PIKE'S CORNER ROAD TO CASCO VILLAGE AT THE NORTHWEST CORNER OF THE LOT NOW OR FORMERLY OF ONE WESCOTT;

THENCE FOLLOWING ALONG SAID WESCOTT LAND IN A GENERALLY EASTERLY DIRECTION TO THE WATERS EDGE OF PARKERS POND;

THENCE NORTHERLY BY THE SHORE OF SAID PARKERS POND ONE HUNDRED SEVENTY-FIVE (175) FEET MORE OR LESS TO A BREAK,

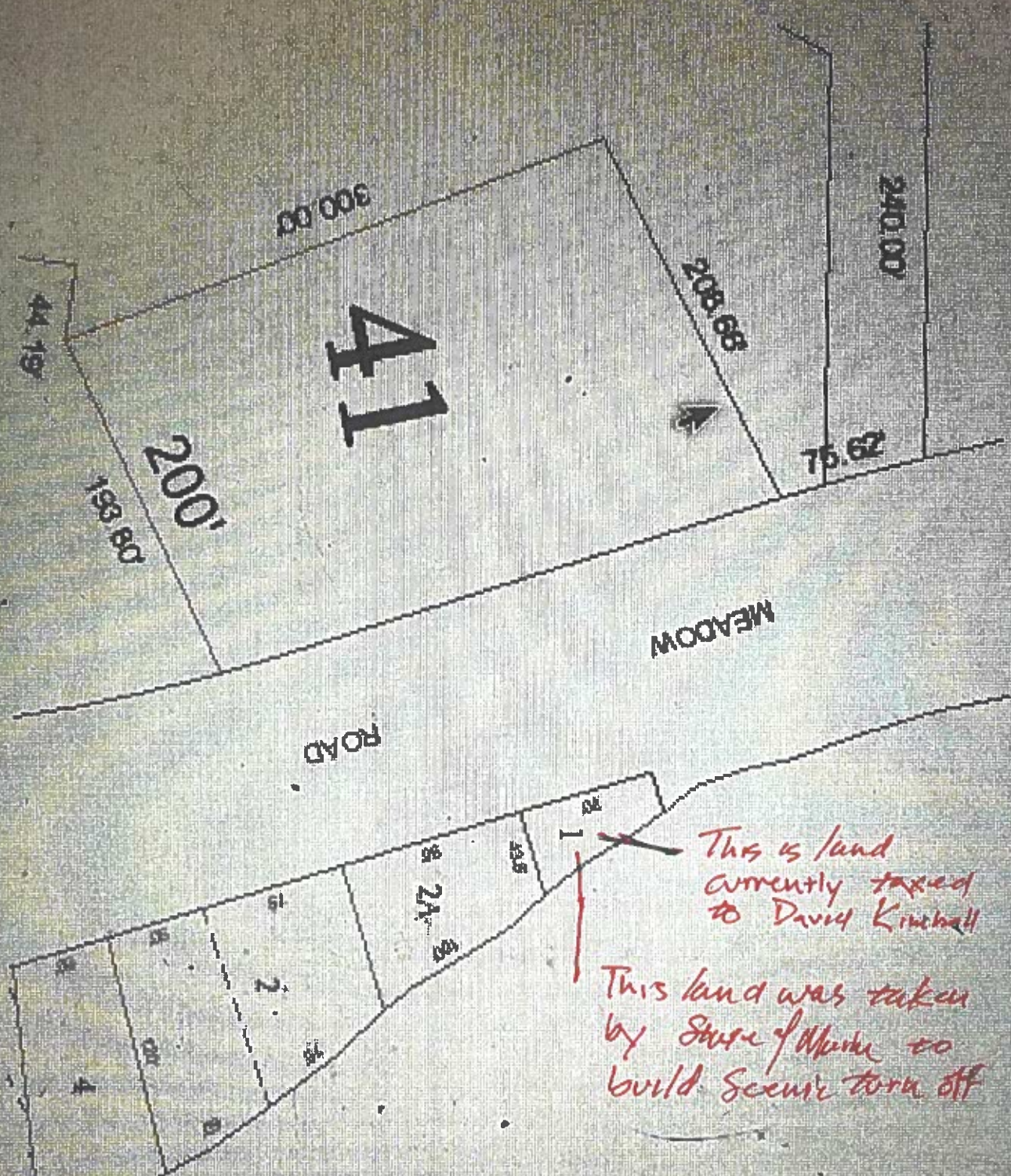
THENCE WESTERLY FOLLOWING SAID BREAK TO THE EASTERLY SIDE LINE OF SAID PIKE'S CORNER ROAD;

THENCE SOUTHERLY BT THE EASTERLY SIDELINE OF SAID ROAD TO THE POINT OF BEGINNING.

Parcel ID: 0008 / 0041 /

Commonly known as 782 Meadow Road, Casco, ME 04015  
However, by showing this address no additional coverage is provided

I take great pride in my work with Veterans. I work each and every day to deliver bene



This is land currently taxed to David Kinchall

This land was taken by State of Alaska to build Scenic turn off