



## Town of Casco

### Selectboard Regular Meeting Agenda

August 19, 2025 at 6:00 PM

Casco Community Center

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#### 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: August 5, 2025
4. Public Participation for non-Agenda items
5. Manager's Update

#### Old Business

6. The Selectboard will discuss an easement with Casco Public Library and Library's Contract Zoning Agreement process.
7. The Selectboard will consider Selectboard assignments as liaisons to various committees, boards or work groups.
8. The Selectboard will discuss the Foreclosed Property Policy.

#### New Business

9. The Selectboard will consider tax commitment and discuss overlay with Assessor Rob Sutherland.
10. The Selectboard will consider awarding winner of winter sand RFP.
11. The Selectboard will discuss declaring 2014 GMC Public Works truck as surplus property.
12. The Selectboard will discuss preliminary easement agreement for boat launch adjacent to Thompson Lake Marina.
13. The Selectboard will discuss a fiberoptic installation agreement with Sebago Fiber
14. The Selectboard will discuss status of current road projects and future road projects.
15. The Selectboard will discuss the initial results of the Capital Improvement Planning survey.
16. Selectboard Comments

#### Executive Session

17. Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 08/19/2025A
18. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 08/05/2025A, 08/19/2025A, 08/19/2025B & 08/19/2025C.

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

20. Adjournment

**Reminders to the Attending Public:** Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence. Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

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

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

August 20 @ 6:00 pm Safe Streets Committee

August 20 @ 6:00 PM Water Quality Committee

August 21 @ 6:00 PM Casco Naples Transfer Station Council (Naples Town Office)

August 18 @ 6:30 PM Planning Board Regular Meeting

August 28 @ 6:30 PM Comprehensive Plan Implementation Committee

September 2 @ 6:00 PM Selectboard Regular Meeting

August 27 @ 6:00 PM Capital Planning Ad Hoc Committee



## Town of Casco

### Selectboard Regular Meeting Minutes

August 05, 2025 at 6:00 PM

Casco Community Center

#### Selectboard Members

Present:

Grant Plummer

Robert MacDonald

Mary Fernandes

Scott Avery

Eugene Connolly (late)

#### Executive Session

1. Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel.

The Selectboard moved and seconded to enter Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel at 5:00pm.

Motion made by Avery, Seconded by MacDonald.

Voting Yea: Avery, MacDonald, Fernandes, Plummer (Connolly absent for vote-late)

The Selectboard moved and seconded to exit Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel at 6:05pm.

Motion made by MacDonald, Seconded by Fernandes.

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

2. Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 08/05/2025A & 08/05/2025B.

The Selectboard moved and seconded to enter Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 08/05/2025A & 08/05/2025B at 6:06pm

Motion made by MacDonald, Seconded by Avery.

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

The Selectboard moved and seconded to exit Executive Session pursuant to 1 M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 08/05/2025A & 08/05/2025B at 6:14pm

Motion made by Avery, Seconded by MacDonald.

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

3. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 08/05/2025A .

This item was tabled due to time constraints.

## Regular Meeting

### 4. Review and approval of the meeting agenda

The Selectboard called the Regular meeting to order at 6:15pm as well as moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by MacDonald.

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

### 5. Approval of bills and signing and approval of all open warrants

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

Motion made by MacDonald, Seconded by Fernandes.

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

### 6. Approval of Minutes: July 1, 2025

The Selectboard moved and seconded to accept the minutes from the July 1, 2025 meeting as presented.

Motion made by Fernandes, Seconded by Avery.

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

### 7. Public Participation for non-Agenda items

Tom Mulkern spoke regarding concerns and questions regarding 131 Tenney Hill Road (this is an item that is on the agenda)

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

Eric Dibner pointed out the Town needs to be mindful of ADA requirements for all new construction they are considering.

### 8. Manager's Update

A. Included in your packet is the State Valuation for the Town of Casco for the years 2024, 2025 and 2026. The Town's value in 2024 increased to \$1,183,350 (or \$218,450 from 2023); 2025 increased to \$1,306,450 (\$123,100 increase) and estimated to be \$1,342,1000 (\$36,500 increase). These values specifically influence county taxes and the school funding formula.

B. As requested by the Selectboard, property line pins have been placed at the boundaries of the Casco Public Library. Additionally, stakes have been installed in the area to provide a clearer visual reference for the public.

In relation to this property, I have also included previous Selectboard meeting minutes concerning the development of the Village Green in this packet.

C. An RFP for the supply of winter sand has been issued, with bids due by August 8, 2025. The RFP was sent directly to potential bidders, posted on the Maine Municipal Association (MMA) website, and shared on the Town's website and Facebook page to maximize outreach. Winter salt purchases will be made through a cooperative purchasing agreement facilitated by the Greater Portland Council of Governments (GPCOG).

D. Included in your packet is a letter from Maine DOT information about replacing a large culvert .10 miles north of Bramble Hill Road. The project is scheduled for bids in February 2026 with construction occurring in the summer months of 2026.

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

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

## **Old Business**

- 9. The Selectboard will discuss an easement with Casco Public Library  
Discussion only. No action was taken.
- 10. The Selectboard will consider which Selectboard members will be assigned to various committees, boards or working groups.  
The following Selectboard members were assigned as liaisons to the following groups:  
Berry Property Ad Hoc Committee- Mary Fernandes  
Comprehensive Plan Implementation Committee- Robert MacDonald  
Planning Board- Grant Plummer and Gene Connolly  
Transfer Station Council- Robert MacDonald  
Veteran's Committee- Eugene Connolly  
Water Quality Committee- Scott Avery

## New Business

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

Four residents voiced their concerns and frustrations regarding this issue. After much discussion it was agreed that our camper ordinance needs to be reviewed.

The Selectboard moved and seconded to authorize legal counsel to proceed with court action against the owners of 131 Tenney Hill Road.

Motion made by Avery, Seconded by Fernandes.

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

12. The Selectboard will discuss tax overlay and commitment.

Discussion only. No action was taken.

13. The Selectboard will discuss Animal Control.

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

The Selectboard moved and seconded to transfer this discussion the Berry Property work group for discussion in comprehensive planning.

Motion made by MacDonald, Seconded by Avery.

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

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

The Selectboard moved and seconded to vote in favor of the slated Executive Committee of Maine Municipal Association.

Motion made by Avery, Seconded by Fernandes.

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

16. Selectboard Comments

Scott Avery welcomed the new business in town, Casco Gas & Convenience. He is excited and happy to have them here and hopes to see more growth like this in the future.

Mary Fernandes had some questions regarding the Berry Property Ad Hoc Committee.

Bob MacDonald- would like to hear from department heads on a regular basis.

Grant Plummer- inquired when we will get survey results from GPCOG. Grant also would like to speak to DOT to address many road issues in town. He also asked to have some photos posted on the website of the culvert project on Edwards Road.

17. Adjournment

The Selectboard moved and seconded to adjourn at 7:41pm.

Motion made by Avery, Seconded by MacDonald.

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

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

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

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

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

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



**Manager's Memorandum**  
**August 19, 2025, Selectboard Meeting**

Item 5.#

To: Selectboard  
From: Tony Ward, Town Manager  
Date: 08-18-2025  
Re: Selectboard meeting 08-19-2025

Below are notes for agenda items for August 19, 2025, meeting

**5. Managers' Update**

- A. The Selectboard representative on the Berry Property working group (Mary Ferenandes) is in the process of developing a meeting schedule for this group. Selectboard member Fernandes will further discuss later in the meeting. The members of this committee are :
- CPIC - Tiffany Payton
  - Open Space – Eric Dibner
  - Planning Board – Carolyn Drew
  - Safe Streets – Justin Millett
  - Selectboard – Mary Fernandes
  - Water Quality Ad Hoc Committee – Tom McCarthy
  - Recreation- Beth Latsey
  - Fire – Brian Cole
  - Town Office – Tony Ward/John Wiesemann
- B. The Town is following up with Maine Department of Environmental Protection for updates on the minor revision for a previously planned upgrade of Pleasant Lake Beach. No response to date about the status of the minor revision submitted in January. Town staff and I will continue to communicate with both DEP and Archipelago.
- C. Last week I attended the Maine Town City County Managers Association New England Institute at Sunday River. Approximately 110 municipal leaders attending this conference. These sessions always provide learning opportunities and learn from our peers. This year's discussion provided information on current items related to our town ranging from the limitations or risk of AI software to capital improvement policies to legislative updates to paid family medical leave. Each of these sessions identified opportunities for our community and will be the focus of future agenda items.



- D. The Fire Department issued a No Open Burning order due to dangerous weather conditions. This order has been posted on our web site, Facebook account and on the Town's digital sign. A copy of the order is included in the Selectboard packet.
- E. The Town Office will be closed on Monday September 1<sup>st</sup> for Labor Day.

## Old Business

### **6. The Selectboard will discuss the Easement Agreement and Contract Zoning Agreement process with Casco Public Library.**

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

The Casco Public Library is authoring a synopsis of this agreement and converting it to a more traditional communication style. This conversion is meant to better define the parameters of the agreement in common English. The agreement basically documents current arrangements between the Town and the Casco Public Library with two slight modifications. The easement allows for 32 parking spots for the library, but these parking slots do not transfer with the property if sold. Additionally, the agreement allows for an easement to place a Casco Public Library sign on Town property adjacent to Meadow Road.

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

The Selectboard discussed filling the remaining open committee liaison positions. At this time, the Safe Streets Committee and the Open Space Commission do not have Selectboard representation. Board members will consider assignments to ensure each committee has an appointed liaison to maintain communication and provide support moving forward. The list of current assignments is also included in the Selectboard Packet.

### **8. The Selectboard will discuss the Foreclosed Property Policy.**

The Town currently has an antiquated policy for the Disposition of Tax-Acquired properties last modified in 2013. The Selectboard requested a review of this policy prior to further discussion related to potential liquidation tax acquired properties.

This policy of is document outlines the procedures for managing and disposing of tax-acquired property and is included with this packet.

### General

- Establishes procedures for managing and disposing of real property acquired due to non-payment of taxes.
- Complies with Title 36 M.R.S.A. Sections 942 and 943.
- Does not grant additional rights to owners of forfeited properties.

### Management of Tax-Acquired Property Pending Final Disposition

- Notification process for last known owners after lien certificate filing and foreclosure.
- Annual list of acquired properties categorized into four types: Residential/Owner occupied, Residential/Non-owner occupied, Vacant Land, Commercial/Industrial.
- Selectboard is responsible for property management and can decide on immediate disposal or insurance needs.

### Review of Tax-Acquired Properties

- Departments or Committees can recommend property disposition within 30 days of receiving the list.
- Recommendations may include selling with conditions, retaining for specific purposes, or interim retention for occupied residences.
- Final decisions on property disposition are made by the Selectboard.

### Property to be Retained

- Selectboard may retain property for specific purposes if deemed beneficial to the Town.
- Examples include properties with recreational or economic value or potential public facility use.
- Retained properties must be managed and insured like other municipal properties.

## New Business

### 9. The Selectboard will discuss tax overlay and commitment.

The Selectboard is asked to set the Town's mil rate at **\$10.25 per thousand**, an increase of **\$0.48** from the prior year. This rate includes an overlay of **\$52,500**. Assessor Rob Sutherland provided recommendations in support of this rate and will be present at the meeting to address any questions from the Board. Included in the Selectboard outlining the details associated with the calculations.

The increase is primarily due to a \$ 35,081 increase from Cumberland County and \$666,751 increase in MSAD # 61 budget's

### 10. The Selectboard will consider awarding winner of winter sand RFP.

The Town posted a Request for Proposals for winter sand during a period of July 21, 2025 to August 8<sup>th</sup>. Bids were received from Gorham Sand & Gravel, Milton Mason LLC, P&K Gravel, Rolfe Enterprise, and Shaw Brother Construction for the Winter Sand RFP. The apparent low bidder is **Rolfe Corporation** with a bid of **\$18.00 per ton**. The bids are:

- Gorham Sand and Gravel \$21.50 per yard
- Milton Mason LLC \$22.50 per yard
- P & K Gravel \$21.00 per yard
- Rolfe Corporation \$18.00 per yard
- Shaw Brothers Construction \$24.25 per yard

All five bid packages are included in the Selectboard's meeting packet for review.

A vote is requested to award the Winter Sand contract to the low bidder and company meeting all requirements associated with the Request For Proposal, Rolfe Corporation, in accordance with the submitted proposal.

**11. The Selectboard will discuss declaring 2014 GMC Public Works truck as surplus property.**

**12. The Selectboard will discuss preliminary easement agreement for boat launch adjacent to Thompson Lake Marina.**

The Selectboard previously discussed the obtaining of an easement agreement with Robey Ventures for the transferring ownership of the Thompson Lake Boat ramp adjacent to Thompson Lake Marina. This agreement was negotiated by both parties' legal counsels and was discussed with the Selectboard. The discussion included a request for clarification about future expansion of the boat ramp. Included in the Selectboard packet is Robey response from via their legal counsel. They additionally included photographs explaining their position on expansion.

Legal counsel is seeking additional guidance from the Selectboard on modifying the easement agreement to include width expansions, but not length or to maintain the current language.

It is anticipated that this easement agreement will be included in the January Special Town Meeting warrant for consideration.

**13. The Selectboard will discuss a fiberoptic installation agreement with Sebago Fiber**

Include in the Board packet is a draft fiberoptic installation agreement proposed by Sebago Fiber. Drummond Woodsum Murray reviewed the proposed agreement and requested Town clarification on portions of the agreement. The agreement in your packet is a redlined version and comments provided by Cliodhna O'Malley.

**14. The Selectboard will discuss status of current road projects and future road projects.**

RN Willey completed the Edwards Road box culvert project last week, on schedule and on budget. Included in this memorandum is a few photographs of the project.



The final cost of the project, minus engineering, was \$320,090.25 (\$229,640.25 for construction and \$90,450.00 for the box culvert). The cost to Casco tax payers will be greatly reduced because the Town received a \$200,000 grant for this project.

\$600,000 was approved at June's Town Meeting for road projects. After grant reimbursement, the Town will have approximately \$479,909.75 for another road project. Staff and I are recommending that the Selectboard authorize an RFP of the repair and paving of Pine Hill Road for repairs in the spring of 2026. As discussed with Chair and Vice Chair, this project might not qualify for a complete review by the Safe Street's Committee, they may provide some valuable perspectives related to Pine Hill Road near Poland Spring Road. Their views of this project will assist staff during the budget identification process of this project.

#### **15. The Selectboard will discuss the initial results of the Capital Improvement Planning survey.**

The memo from Greater Portland Council of Government included in your packet summarizes key takeaways from the Casco Capital Improvement Plan (CIP) Community Survey, which had 322 respondents between June 17 and July 22, 2025. Key findings include:

- **Demographics:** 97% of respondents are year-round residents, seasonal residents, or property owners, with 51% associated with the town for over 20 years.
- **Priorities:** Roads, stormwater improvements, open space, and parks/recreation are top priorities. Roads received the most dissatisfaction, though some issues may relate to state roads.

**Manager's Memorandum Page 5**

- **Spending:** Respondents feel the town spends too little on roads but are generally unwilling to increase spending on other capital improvements. There is a 44%-40% split on support for bonds or financing.
- **Focus:** 65% believe the town should prioritize existing capital assets over new ones.

The memo highlights the need for better communication about the town's needs and plans. Further analysis is underway, focusing on year-round residents' priorities, satisfaction, and support for spending/borrowing. Themes from open-ended responses and opinions on the fire station and public works facilities are also being explored. A detailed analysis will be presented to the Ad Hoc CIP Committee on August 26, 2025.

**Manager's Memorandum Page 6**



# Casco Fire Rescue

Central Station 637 Meadow Road, Casco, Maine 04015

Office of the Chief of Department

## FOR IMMEDIATE RELEASE

Date: August 16, 2025

### Contact:

Brian Cole

Fire Chief/Town Fire Warden

Casco Fire Rescue

207-627-4515

[bcole@cascomaine.org](mailto:bcole@cascomaine.org)

## No Open Burning Allowed Due to Dangerous Fire Weather Conditions

**Casco, Maine** — Due to the current dangerous fire weather conditions, Casco Fire Rescue has issued an Order Prohibiting All Open Burning effective immediately and until further notice. This includes campfires, bonfires, yard debris burning, agricultural burning, and any other form of open flame outdoors.

The decision comes in response to numerous factors including information from the Maine Forest Service Fire Weather projections. Conditions are such that even small sparks can quickly escalate into fast-moving, uncontrollable wildfires.

This order applies to:

- Campfires, regardless of location (including campgrounds and private property; including the use of commercially made and approved fire pits)
- Bonfires and Ceremonial fires
- Open burning of leaves, brush, or yard waste
- Any other open-flame activity outdoors

This order does not apply to the use of propane, gas, or charcoal grills intended for cooking only.

###

## EASEMENT AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Grant of Easements; Purpose; Use.

(a) Easements Granted to the Town.

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

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

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

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

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

(b) Easements Granted to the Library.

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

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

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

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

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

## 2. Incidental Access Rights.

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

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

3. Costs/Lien-Free Construction.

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

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

4. Compliance with Laws.

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

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

5. Maintenance, Repair, and other Covenants.

(a) The Town's Obligations.

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

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

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

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

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

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

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

(b) The Library's Obligations.

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

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

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

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

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

#### 6. Reservation of Rights.

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

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



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

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

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

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

11. Insurance

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

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

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

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

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

To the Town:

Anthony Ward  
Town Manager  
635 Meadow Road  
Casco, ME 04015

To the Library:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**TOWN:**

INHABITANTS OF THE TOWN OF CASCO,  
a Maine municipal corporation

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

Anthony Ward

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

**LIBRARY:**

CASCO LIBRARY ASSOCIATION,  
a Maine nonprofit corporation

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

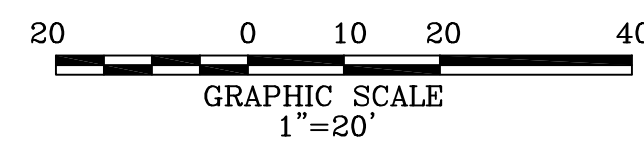
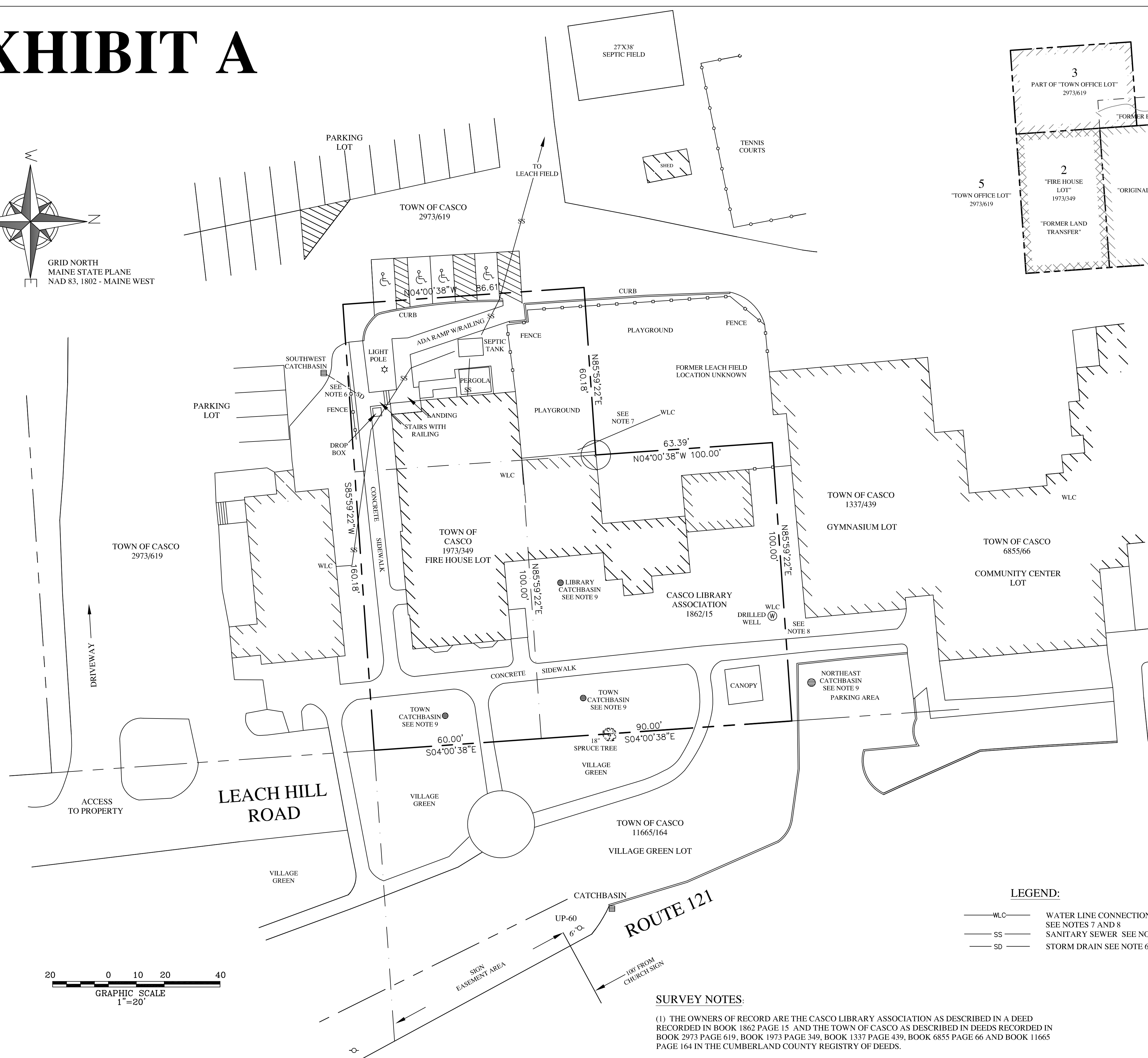
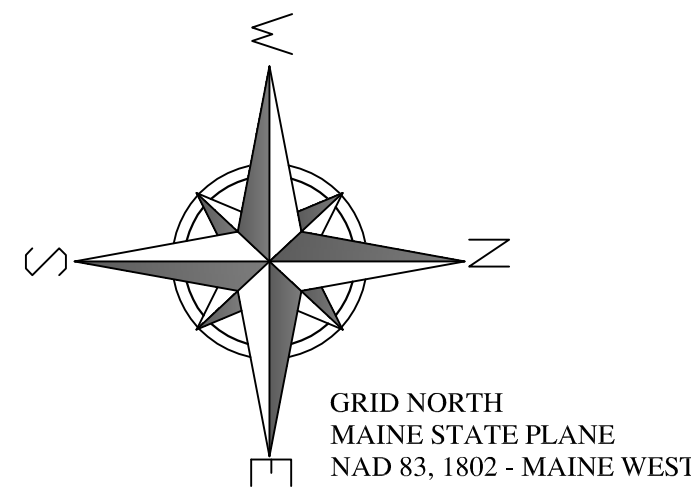
Janet Ver Planck

Its: President and Authorized Representative

# **EXHIBIT A**

## **SURVEY**

# EXHIBIT A



## PLAN REFERENCE:

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

## SURVEY NOTES:

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

## LEGEND:

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

## CERTIFICATION:

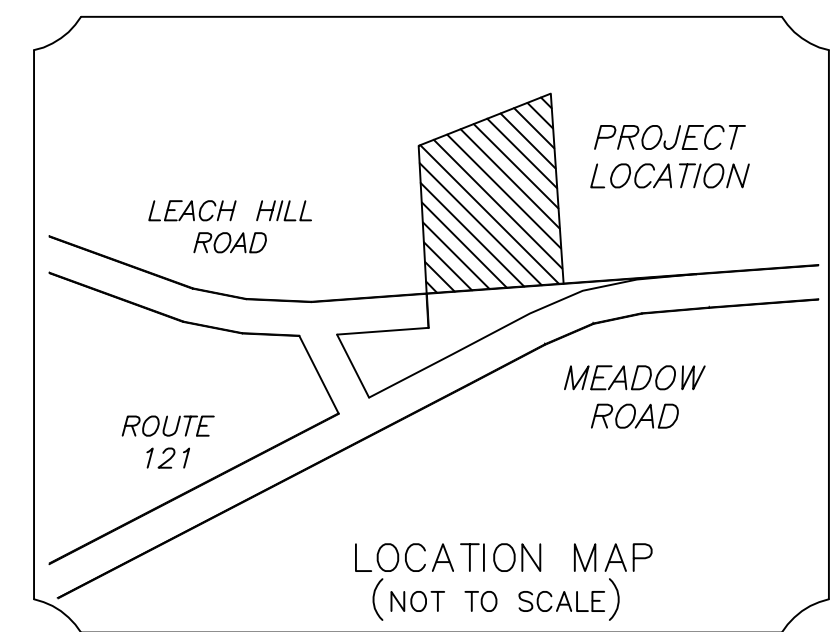
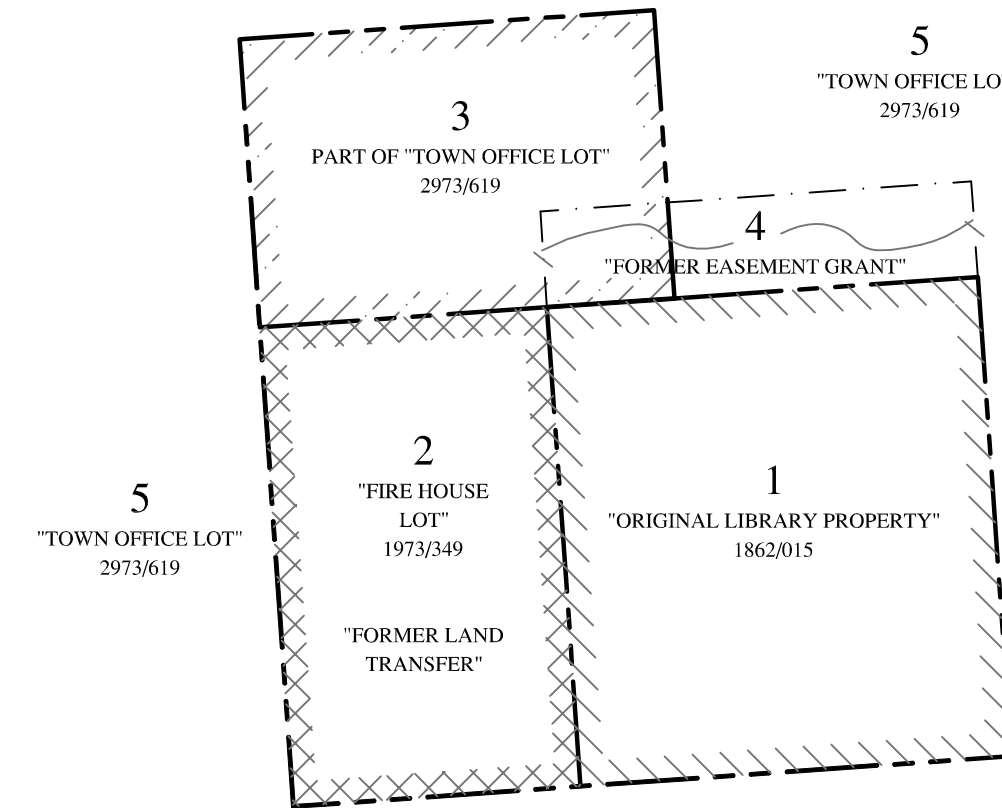
I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WILLIAM C. SHIPPEN  
M.S. 2118

**PRELIMINARY**

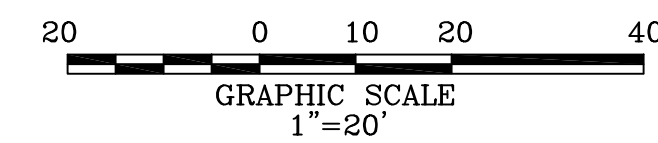
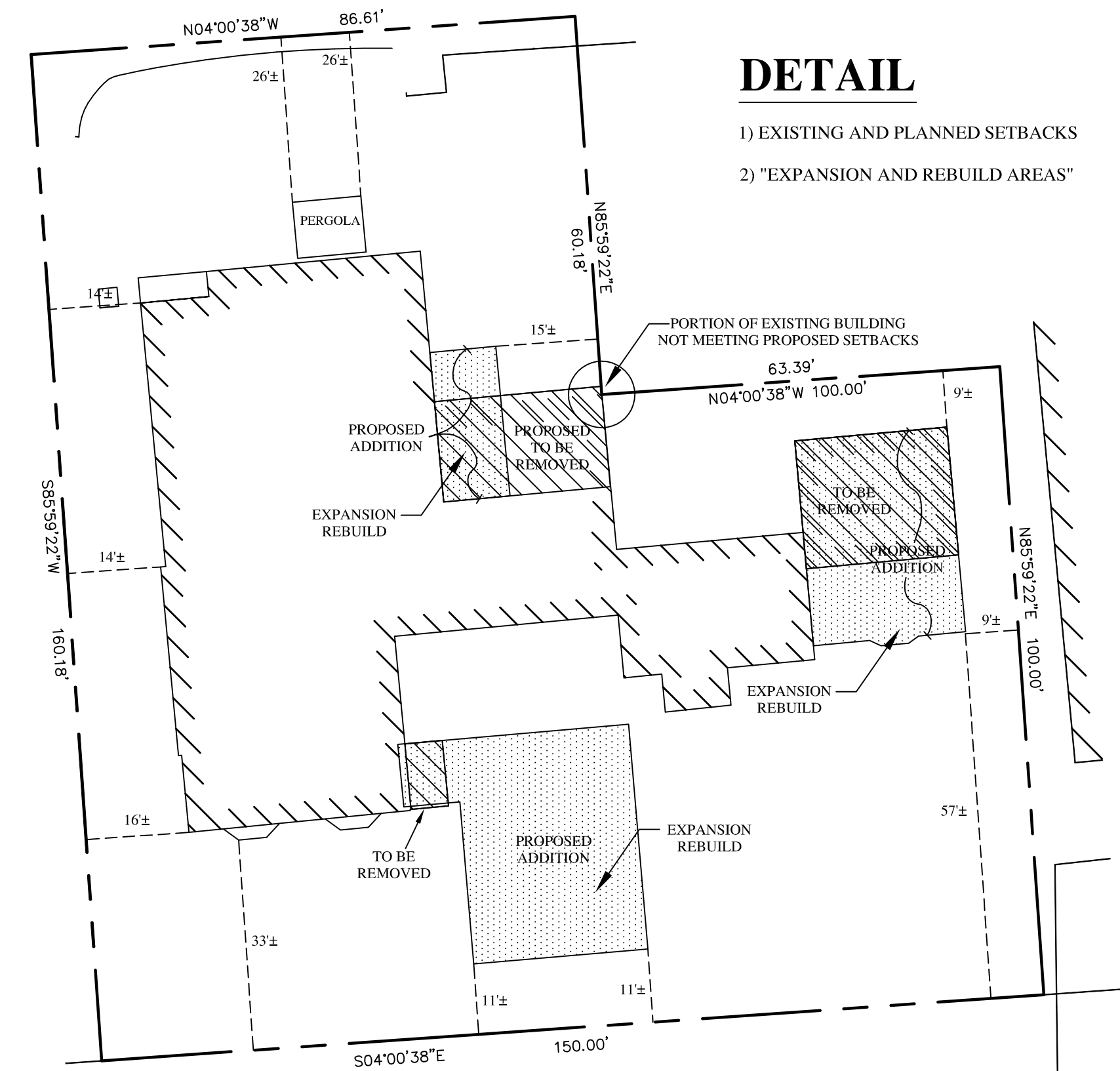
## LAND AREA DETAIL:

- "ACQUIRED LIBRARY PROPERTY" CONSISTS OF AREAS 2 AND 3.
- "LIBRARY PROPERTY" CONSISTS OF AREAS 1, 2 AND 3.



## DETAIL

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



## EXISTING CONDITIONS SURVEY

5 LEACH HILL ROAD  
CASCO, MAINE

FOR:

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

SURVEY BY:

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

DWN: DRR  
DATE: MARCH 2025

CHK: WCS  
JOB NO. 23-243-1

The following Selectboard members were assigned as liaisons to the following groups:

Berry Property Ad Hoc Committee- Mary Fernandes

Casco Library Board of Trustees-Mary Fernandes

Comprehensive Plan Implementation Committee- Robert MacDonald

Ordinance Workgroup-Grant Plummer

Planning Board- Grant Plummer and Gene Connolly

Transfer Station Council- Robert MacDonald

Veteran's Committee- Eugene Connolly

Water Quality Committee- Scott Avery

**Committees currently not assigned Selectboard liaison**

Open Space Commission

Safe Streets

**Adopted 2-5-2013**

**TOWN OF CASCO**

**POLICY FOR THE DISPOSITION OF TAX-ACQUIRED PROPERTY**

**General**

1. The purpose of this policy is to establish procedures for the management, administration and disposition of real property acquired by reason of non-payment of taxes by the Town of Casco in accordance with Title 36 M.R.S.A. Sections 942 and 943, as amended. Nothing in this policy shall be interpreted to give additional substantive or procedural rights to owners of properties forfeited for non-payment of taxes.

**Management of Tax-Acquired Property Pending Final Disposition**

1. When the lien certificate is filed in the registry on Real or Personal property, a copy of this policy will be forwarded to the taxpayer. Then, following the foreclosure of the real estate tax lien mortgage, the municipal Treasurer shall notify the last known owner of record that his or her right to redeem the property has expired. The notification shall advise the last known owner of record that the real estate property will be disposed of in accordance with this policy, a copy of which shall be included with the notification.

2. The municipal Treasurer shall annually prepare a list of properties acquired and forward a copy to the Selectboard. Based on information readily available, this list shall label the properties into four categories:

- a. Residential/Owner occupied
- b. Residential/Non-owner occupied
- c. Vacant Land



d. Commercial/Industrial

3. The responsibility for the management of tax-acquired property rests with the Selectboard. Pending the Selectboard decision regarding the final disposition of property, the Selectboard and Town Manager shall:

a. determine in light of potential liability inherent in owning the property whether the Town's best interest would be served by immediately disposing of the property or disposing of the property at such times as the Selectboard and Town Manager deem advisable without regard to any other provisions of this policy, and/or

b. determine and obtain, if necessary, insurance in the amount required to protect the Town's interest in the property and to protect the Town from liability; and/or

c. determine if and when any occupants of tax-acquired property shall be required to vacate the property, and/or

d. choose to meet with the delinquent taxpayer to determine a repayment plan.

4. In the event the property is vacated for sixty (60) consecutive days, the Town Manager shall obtain liability coverage for the property.

#### Review of Tax-Acquired Properties

1. Any interested Department or Committee may make recommendations to the Town Manager regarding the disposition of property within thirty (30) days of the Selectboard receipt of the list of tax-

acquired properties from the Town Treasurer. The Town Manager shall coordinate and summarize those recommendations for each acquired property and categorize the recommendations as follows:

- a. **to sell the property with or without conditions; or**
    - i. **Conditions may include establishment of a minimum bid price of 15% to 65% of the assessed value at the discretion of the Selectboard.**
    - ii. **Conditions may include the establishment of certain deed restrictions concerning future use of the property or buildings thereon.**
  - b. to retain the property for a specified purpose; or
  - c. to retain the property on an interim basis if it is a single family residence occupied by the taxpayer and if the sale of the property would result in the taxpayer requesting general assistance. The term "occupied" as used in this paragraph includes persons in a nursing facility who realistically intends to return to their home. Any decision to retain a property or to allow the taxpayer to remain in residence in the property during the period of the Town's ownership lies within the sole discretion of the Selectboard. Any such decision may be revised at any time, including determining that a sale of the property will occur.
2. The Town Manager shall forward the recommendations to the Selectboard which shall make the final determination regarding the final disposition of tax acquired property. The Selectboard shall also determine the conditions, if any, for sales of tax acquired property.

#### Property to be Retained

1. If the Selectboard deems it to be in the Town's best interest, it may order that the tax-acquired property be retained by the Town for a specific purpose. By way of example, but not limitation, the Selectboard may deem it to be in the Town's best interest to retain the property where:
  - a. the property has or will have recreational value or economic value to the Town; or
  - b. the property has or will have potential use as a public facility or as an addition to a public facility.

2. If the property is retained, the Selectboard may pursue an action for equitable relief in accordance with the provisions of Title 36 M.R.S.A. Section 946, if desirable.
3. The Selectboard shall cause the tax-acquired property retained to be managed and insured as it would other municipal property.

**TOWN OF CASCO  
POLICY FOR THE DISPOSITION OF TAX-ACQUIRED PROPERTY**

Adopted  
October 16, 2012

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# 2025 MUNICIPAL TAX RATE CALCULATION FORM

Municipality: \_\_\_\_\_

**CASCO QUASI-FINAL 8/4/25**

Item 9.#

## BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

- |  |     |   |
|--|-----|---|
| 1. Total taxable value of real estate  | 1   | <b>\$1,242,770,600</b><br><small>(from page 1, line 6)</small>  |
| 2. Total taxable value of personal property                                      | 2   | <b>\$11,112,110</b><br><small>(from page 1, line 10)</small>    |
| 3. Total taxable value of real estate and personal property (Line 1 plus line 2) | 3   | <b>\$1,253,882,710</b><br><small>(from page 1, line 11)</small> |
| 4. a. Total exempt value for all homestead exemptions granted                    | 4a. | <b>\$20,686,400</b><br><small>(from Page 1, line 14f)</small>   |
| b. Homestead exemption reimbursement value (.76)                                 | 4b. | <b>\$15,721,664</b>   |
| 5. a. Total exempt value of all BETE qualified property                          | 5a. | <b>\$15,814,490</b><br><small>(from page 2, line 15c)</small>   |
| b. BETE exemption reimbursement value  | 5b. | <b>\$7,907,245</b>  |
| 6. Total valuation base (Line 3 + line 4b + line 5b)                             | 6   | <b>\$1,277,511,619</b>  |

### ASSESSMENTS

- |   |    |  |
|---|----|--|
| 7. County tax                                     | 7  | <b>\$639,014.00</b>  |
| 8. Municipal appropriation                        | 8  | <b>\$6,540,682.00</b>  |
| 9. TIF financial plan amount                      | 9  | <b>\$0</b><br><small>(must match page 2, line 16c + 16d)</small> |
| 10. Local education appropriation                 | 10 | <b>\$7,848,816.00</b>  |
| 11. Total appropriations (Add lines 7 through 10) | 11 | <b>\$15,028,512.00</b>   |

### ALLOWABLE DEDUCTIONS

- |  |    |                        |
|--|----|------------------------|
| 12. Anticipated state municipal revenue sharing  | 12 | <b>\$395,000.00</b>    |
| 13. Other revenues: (All other revenues that have been formally appropriated to reduce the commitment such as excise tax revenue, T.G. reimbursement, renewable energy reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)) | 13 | <b>\$1,593,597.00</b>  |
| 14. Total deductions (Line 12 plus line 13)  | 14 | <b>\$1,988,597.00</b>  |
| 15. Net to be raised by local property tax rate (Line 11 minus line 14)  | 15 | <b>\$13,039,915.00</b> |

- |     | A   | B |  | C |   |
|-----|---|---|--|---|---|
| 16. | <b>\$13,039,915.00</b><br><small>(Amount from line 15)</small>          | x | <b>1.05</b>  | = | <b>\$13,691,910.75</b> Maximum Allowable Tax  |
| 17. | <b>\$13,039,915.00</b><br><small>(Amount from line 15)</small>          | ÷ | <b>\$1,277,511,619</b><br><small>(Amount from line 6)</small>  | = | <b>0.01021</b> Minimum Tax Rate   |
| 18. | <b>\$13,691,910.75</b><br><small>(Amount from line 16)</small>          | ÷ | <b>\$1,277,511,619</b><br><small>(Amount from line 6)</small>  | = | <b>0.01072</b> Maximum Tax Rate   |
| 19. | <b>\$1,253,882,710.00</b><br><small>(Amount from line 3)</small>        | x | <b>0.01025</b><br><small>(Selected Rate)</small>               | = | <b>\$12,852,297.78</b> Tax for Commitment<br><small>(Enter on page 1, line 13)</small>              |
| 20. | <b>\$13,039,915.00</b><br><small>(Amount from line 15)</small>          | x | <b>0.05</b>  | = | <b>\$651,995.75</b> Maximum Overlay   |
| 21. | <b>\$15,721,664</b><br><small>(Amount from line 4b.)</small>            | x | <b>0.01025</b><br><small>(Selected Rate)</small>               | = | <b>\$161,147.06</b> Homestead Reimbursement<br><small>(Enter on line 8, Assessment Warrant)</small> |
| 22. | <b>\$7,907,245</b><br><small>(Amount from line 5b.)</small>             | x | <b>0.01025</b><br><small>(Selected Rate)</small>               | = | <b>\$81,049.26</b> BETE Reimbursement<br><small>(Enter on line 9, Assessment Warrant)</small>       |
| 23. | <b>\$13,094,494.09</b><br><small>(Line 19 plus lines 21 and 22)</small> | - | <b>\$13,039,915.00</b><br><small>(Amount from line 15)</small> | = | <b>\$54,579.09</b> Overlay<br><small>(Enter on line 5, Assessment Warrant)</small>                  |

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

# Classified Parcels (A800)

## CASCO MF

Item 9.#

PROPERTY TYPE	PARCEL COUNT	LAND VALUE	BUILDING VALUE	TOTAL VALUE
Residential Improved 1XXX	2,990	484,920,700	576,215,300	1,061,136,000
Residential Vacant 130X,131X,132X	426	37,669,800	197,500	37,867,300
Residential Condo 102X	53	9,057,600	12,009,300	21,066,900
Residential Apartment 111X-125X	5	629,900	2,834,900	3,464,800
Mixed Use 0XXX	15	1,054,000	4,317,500	5,371,500
Commercial Improved 3XXX	68	28,763,700	57,686,300	86,450,000
Commercial Vacant 390X,391X,392X,394X	9	23,636,600	28,800	23,665,400
Industrial Improved 4XXX	11	5,753,100	16,504,100	22,257,200
Industrial Vacant 440X,441X,442X	0	0	0	0
Exempt 9XXX	65	24,399,600	19,624,200	44,023,800
Special Open Space 6XXX, 7XXX,8XXX	59	2,950,000	13,400	2,963,400
Regular Open Space 2XXX	0	0	0	0
Others	0	0	0	0
	3,701	618,835,000	689,431,300	1,308,266,300
		24,399,600	19,624,200	44,023,800
		594,435,400	669,807,100	1,264,242,500
			21,471,900	21,471,900
			648,335,200	1,242,770,600
				EXEMPT
				EXEMPTIONS
				NET TAXABLE RE



## Valuation Summary

TYPE	COUNT	LAND VALUE	BUILDING VALUE	TOTAL VALUE
OTHER	3636	594,435,400	669,807,100	1,264,242,500
EXEMPT	65	24,399,600	19,624,200	44,023,800
RE TOTALS	3701	618,835,000	689,431,300	1,308,266,300
EXEMPT PARCELS	65	24,399,600	19,624,200	44,023,800
EXEMPTIONS			21,471,900	21,471,900
NET REAL ESTATE		618,835,000	648,335,200	1,242,770,600
	100			
PERS PROP		NON RE	REIMBURSABLE	
EXEMPT	45	0	0	15,928,660
OTHER	100	0	0	11,151,730
PERS PROP TOTAL				27,080,390
EXEMPT				15,814,490
NET PP TOTAL				11,265,900
				1,254,036,500
TOTAL NET VALUE				

## EXEMPTIONS

TYPE	COUNT	DESCRIPTION	VALUE	
01	825	HOMESTEAD EXEMPTION	20,625,000	HS TOTAL
02	3	MOBILE HOMESTEAD	61,400	20,686,400
11	5	DISABLED VET	30,000	
12	6	WW2 VET RES	36,000	
13	3	VIET VET NON-RES WIDOW	18,000	
14	1	WW2 VET NON-RES	6,000	
16	4	VIET VET RES WIDOW	24,000	
18	3	PERSIAN GULF VET RES	18,000	
21	2	PERSIAN GULF VET NON RES	12,000	
22	4	WW2 WIDOW RES	24,000	
26	35	VIET VET RES	210,000	
27	14	VIET VET NON-RES	84,000	
28	1	EXPEDITIONARY MEDAL	6,000	
29	1	BLIND	4,000	
39	1	PARSONAGE	20,000	
40	1	KOREAN VET	6,000	
43	4	OTHER RECOG SRV PERIODS	24,000	
103	9	SOL3 4000-7999 WATTS	76,500	
104	7	SOL4 8000-15999 WATTS	112,000	
105	3	SOL5 16000-30000 WATTS	75,000	
EX TOTALS			21,471,900	EXEMPTION TOTAL



## 8.4.25 PP FOR COMMITMENT

CA Item 9.#

ACCOUNT	BUSINESS	OWNER	GROSS ASSESSED	BETE	NET TAXABLE	YEAR FILED	ACTIVE
970	LANDRACE CANNABIS	HOLDEN, LINDSAY	\$ 10,000	\$ -	\$ 10,000	2025	A
971	CASCO CAR WASH	CASCO CAR WASH	\$ 100,000	\$ -	\$ 100,000	2025	A
972	APLUS SERVICE CENTER	APLUS SERVICE CENTER	\$ 15,000	\$ -	\$ 15,000	2025	A
973	LODGE AT THOMAS POND, THE	LODGE AT THOMAS POND, THE	\$ 10,000	\$ -	\$ 10,000	2025	A
974	GPS INDUSTRIES LLC	C/O FANDLGAGNON LLC	\$ 43,670	\$ 43,670	\$ -	2025	A
975	CANON USA INC	CANON USA INC	\$ -	\$ -	\$ -	2025	A
977	DEERE CREDIT INC	DEERE CREDIT INC	\$ 73,010	\$ 73,010	\$ -	2025	A
978	EVERBRIGHT LLC	EVERBRIGHT LLC	\$ 22,280	\$ -	\$ 22,280	2025	A
				<b>\$ 15,814,490</b>	<b>\$ 11,112,110</b>		
				<b>BETE</b>	<b>NET TAXABLE</b>		



**TOWN OF CASCO**  
635 MEADOW ROAD  
CASCO, MAINE 04015

Item 10.#

**Request for Bids**  
**Winter Sand**  
**2025-26**

**I. Introduction & Submission**

The Town of Casco invites sealed bids for screened winter sand. To be considered, return sealed bid in an envelope clearly marked "Winter Sand Bid" to the Casco Town Office no later than **12:00 PM, August 8, 2025**. Bids must be on the provided form and include sieve screen test results for consideration. Bids will be publicly opened and read aloud at the time stated. Late bids will not be accepted.

**II. Materials**

- a. Sand shall be a coarse abrasive material free from vegetable matter, lumps or balls of clay and other deleterious substances.
- b. The maximum gradation of material shall be able to pass through a ½ inch screen.
- c. All bidders shall provide a recent sieve analysis for the material meeting the following gradation requirements.

<u>Sieve</u>	<u>% by weight passing mesh sieves</u>
1/2"	100 %
1/4"	50 - 80 %
#200	0 - 7 %

**III. General Requirements**

- a. The Town expects will place orders for winter sand, as needed. The successful bidder shall supply as much winter sand as required by the Town for the season. The Town will order in amounts of 500 yard increments. The successful bidder shall deliver sand at the minimum rate of 250 yards per day.
- b. The successful bidder shall provide the material within seven (7) days of requested delivery by the Town. The material must be delivered expediently to facilitate the Town contracting for mixing (putting up) the sand with salt for road use. All salt to be supplied by the Town.
- c. The initial delivery of up to 2000 yards of material must be made no later than September 26, 2025. The successful bidder shall coordinate delivery with the Town snow removal contractor. The successful bidder supplying the winter sand shall arrange for the winter sand material to be

delivered over a three consecutive day period unless some other arrangement is reached between the Town's snow removal contractor and the successful bidder providing winter sand material.

#### **IV. Payment**

- a. Payment will be by the cubic yard truck measure or by the ton, if by scales. Truck yardage must be established on all vehicles prior to initial delivery and provided to Road Commissioner.
  - i. Equivalent factor to use for weight measurement vs. volume will be 1 yard = 2200 lbs of dry sand
- b. Payment for all material will be made within 30 days of delivery, stockpiling, and invoicing.
- c. The supplier shall supply the material to the satisfaction of the Road Commissioner or their Agent, who shall have the right to inspect the material at all times.
- d. If, in the opinion of the Road Commissioner or their Agent, the material does not appear to meet specifications, a sieve analysis will be conducted. If the test passes, the Town shall pay the cost of the test. If the test fails, the cost of the test will be deducted from the final payment. Additionally, the successful bidder shall be responsible for removing and replacing the failed material with material that meets the requirements, at their own expense.

#### **V. Rejection**

The Town of Casco reserves the right to reject any and all bids that do not meet the requirements as listed in this request for bids including failure to fill out bid form. Late bids will be rejected.

#### **VI. Selection & Award**

The Town of Casco may accept or reject bids that do not comply with the requirements of this bid. The Town shall award the bid based on price, quality of the material meeting specifications and time of availability.



# TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

## Winter Sand

### BID PROPOSAL FORM

**Due Date: Must be received at the Casco Town Office no later than 12:00 PM, August 8, 2025.**

Name of Company: Gorham Sand & Gravel

Location of pit: 35 Chadbourne Road, Standish ME, 04084

Approved by Municipality or DEP: yes

Price per Yard \$21.50

Starting Date: ASAP

The undersigned having reviewed the request for bids and all associated information including but not limited to general requirements for screened winter sand material, hereby agrees, if awarded the bid/contract, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications.

Signature: Darin Shaw

Printed Name: Darin Shaw Date: 8/5/25

Title: Owner

Address: 939 Parker Farm Road, Buxton, ME, 04089

Telephone: 207-839-2442

**Reminder: attach sieve screen test results.**



**S.W. COLE**  
ENGINEERING, INC.

# Report of Gradation

Item 10.#

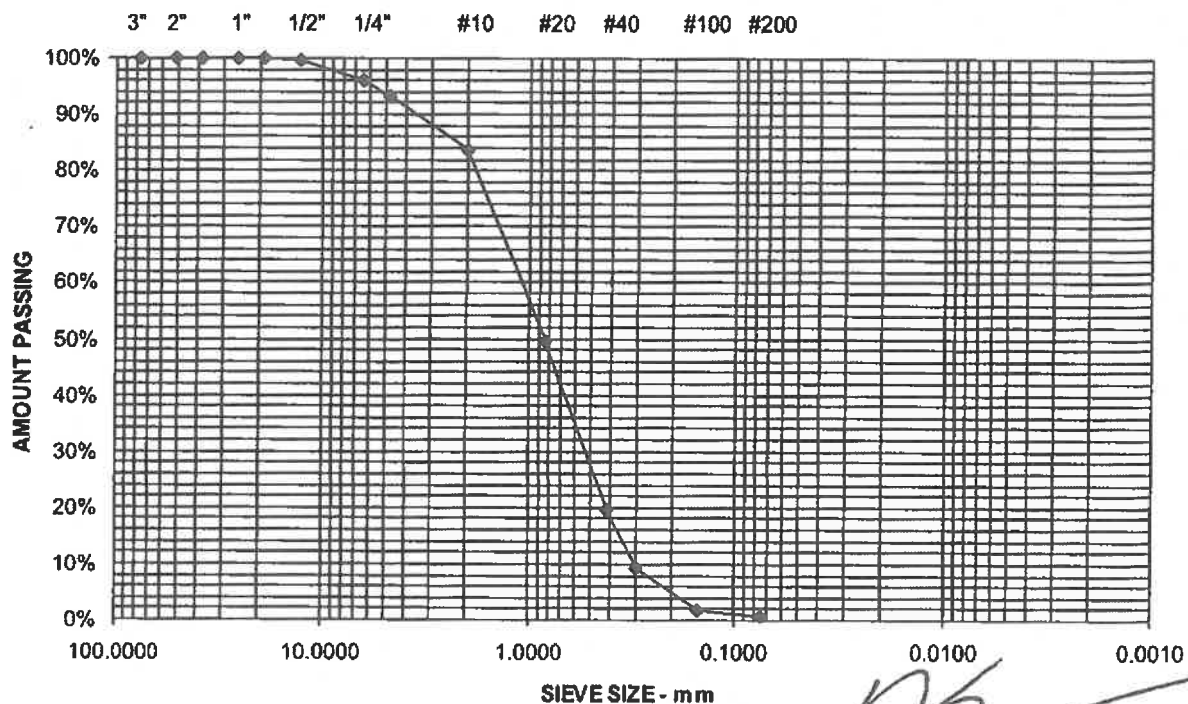
ASTM C-117 & C-136

Project Name GORHAM ME - 2023 SUBMITTAL TESTING - LABORATORY TESTING SERVICES  
Client GORHAM SAND & GRAVEL, INC.  
Material Type SCREENED SAND  
Material Source WHITE'S PIT, STANDISH

Project Number 23-0056  
Lab ID 30038G  
Date Received 2/1/2023  
Date Completed 2/2/2023  
Tested By OLIVIA MILLS

STANDARD DESIGNATION (mm/um)	SIEVE SIZE	AMOUNT PASSING (%)	MDOT 703.22 TYPE B UNDERDRAIN SAND SPECIFICATIONS (%)
150 mm	6"	100	
125 mm	5"	100	
100 mm	4"	100	
75 mm	3"	100	
50 mm	2"	100	
38.1 mm	1-1/2"	100	
25.0 mm	1"	100	95 - 100
19.0 mm	3/4"	100	
12.5 mm	1/2"	100	75 - 100
6.3 mm	1/4"	96	
4.75 mm	No. 4	93	50 - 100
2.00 mm	No. 10	84	
850 um	No. 20	50	15 - 80
425 um	No. 40	20	
300 um	No. 50	9	0 - 15
150 um	No. 100	2	
75 um	No. 200	0.8	0.0 - 5.0

SAMPLE MEETS SPECIFICATION



Comments



# TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

## Winter Sand

### BID PROPOSAL FORM

**Due Date: Must be received at the Casco Town Office no later than 12:00 PM, August 8, 2025.**

Name of Company: Milton Mason LLC

Location of pit: Parsons Field Maine (90 Randall Lake Rd)

Approved by Municipality or DEP: Yes

Price per Yard \$ 22.50

Starting Date: When the Town is ready Sand is Stockpiled at my pit.

The undersigned having reviewed the request for bids and all associated information including but not limited to general requirements for screened winter sand material, hereby agrees, if awarded the bid/contract, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications.

Signature: David M Janni

Printed Name: David M Janni Date: 8/8/25

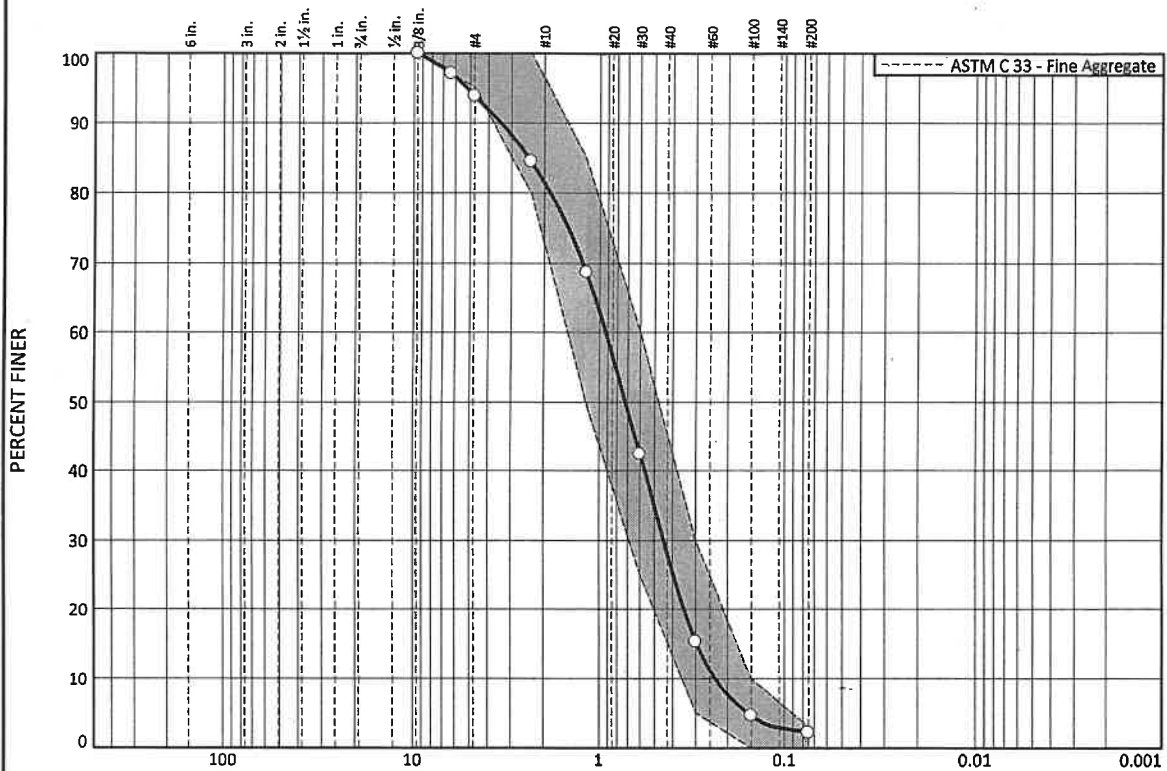
Title: Owner

Address: 26 Evergreen Dr. Otis Field, Maine 04270

Telephone: 207-604-6505

**Reminder: attach sieve screen test results.**

# Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	6.2	12.3	53.6	25.8	2.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8"	100.0	100	
1/4"	97.0		
#4	93.8	95-100	
#8	84.5	80-100	
#16	68.7	50-85	
#30	42.4	25-60	
#50	15.3	5-30	
#100	4.6	0-10	
#200	2.1	0-3	

\* ASTM C 33 - Fine Aggregate

## Soil Description

Sand- poorly graded sand

## Atterberg Limits

PL= LL= PI=

## Coefficients

D<sub>90</sub>= 3.4320 D<sub>85</sub>= 2.4223 D<sub>60</sub>= 0.9242  
D<sub>50</sub>= 0.7239 D<sub>30</sub>= 0.4467 D<sub>15</sub>= 0.2968  
D<sub>10</sub>= 0.2353 C<sub>u</sub>= 3.93 C<sub>c</sub>= 0.92

## Classification

USCS= SP AASHTO= A-1-b

## Remarks

As Tested Moisture Content: 0.7%

Location: Randall Lake Pit, Parsonsfield, ME  
Sample Number: 18592

Date: 07/10/2025

**R.W. Gillespie  
& Associates, Inc.  
Biddeford, Maine**

Client: Milton Mason, LLC  
Project: Miscellaneous Testing  
Parsonsfield, ME

Project No: 1831-001

Lab No. 18592

Tested By: MES/CC

Checked By: CAG



# TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

## Winter Sand

### BID PROPOSAL FORM

**Due Date:** Must be received at the Casco Town Office no later than 12:00 PM, August 8, 2025.

Name of Company: P+K Sand + Gravel, Inc.

Location of pit: South Paris

Approved by Municipality or DEP: Yes - DEP

Price per Yard \$ 21.00

Starting Date: 9/22/2025

The undersigned having reviewed the request for bids and all associated information including but not limited to general requirements for screened winter sand material, hereby agrees, if awarded the bid/contract, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications.

Signature: [Signature]

Printed Name: Cory F. Mitchell Date: 8/8/2025

Title: Pres.

Address: 334 Casco Road, Naples, ME 04055

Telephone: ~~207-208~~ 207-693-6765

**Reminder:** attach sieve screen test results.





# Report of Gradation

ASTM C-117 &amp; C-136

Project Name CASCO ME - 2025 SUBMITTAL TESTING - LABORATORY TESTING SERVICES

Client R.N. WILLEY & SONS EXCAVATION, INC.

Material Type SAND

Material Source CASCO

Project Number 25-1461

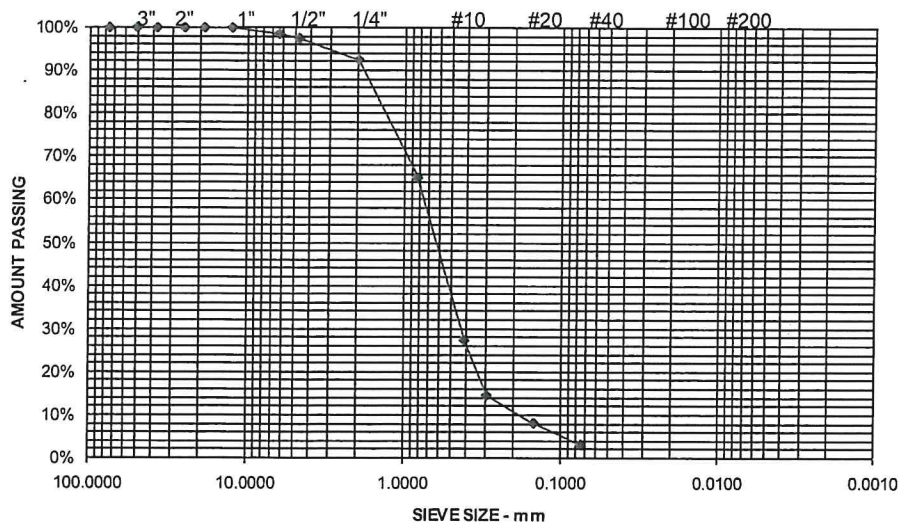
Lab ID 33439G

Date Received 8/4/2025

Date Completed 8/7/2025

Tested By LEAH YOUNGE

<u>STANDARD</u> <u>DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	<u>MDOT 703.22 TYPE B UNDERDRAIN SAND</u> <u>SPECIFICATIONS (%)</u>
150 mm	6"	100	
125 mm	5"	100	
100 mm	4"	100	
75 mm	3"	100	
50 mm	2"	100	
38.1 mm	1-1/2"	100	
25.0 mm	1"	100	95 - 100
19.0 mm	3/4"	100	
12.5 mm	1/2"	100	75 - 100
6.3 mm	1/4"	98	
4.75 mm	No. 4	98	50 - 100
2.00 mm	No. 10	92	
850 μm	No. 20	65	15 - 80
425 μm	No. 40	27	
300 μm	No. 50	14	0 - 15
150 μm	No. 100	8	
75 μm	No. 200	3.2	0.0 - 5.0



Comments

*Sarah Sylvia*

Winter Sand

Item 10.#

P&K Sand and Gravel  
Granulometric Graduation  
Concrete Sand

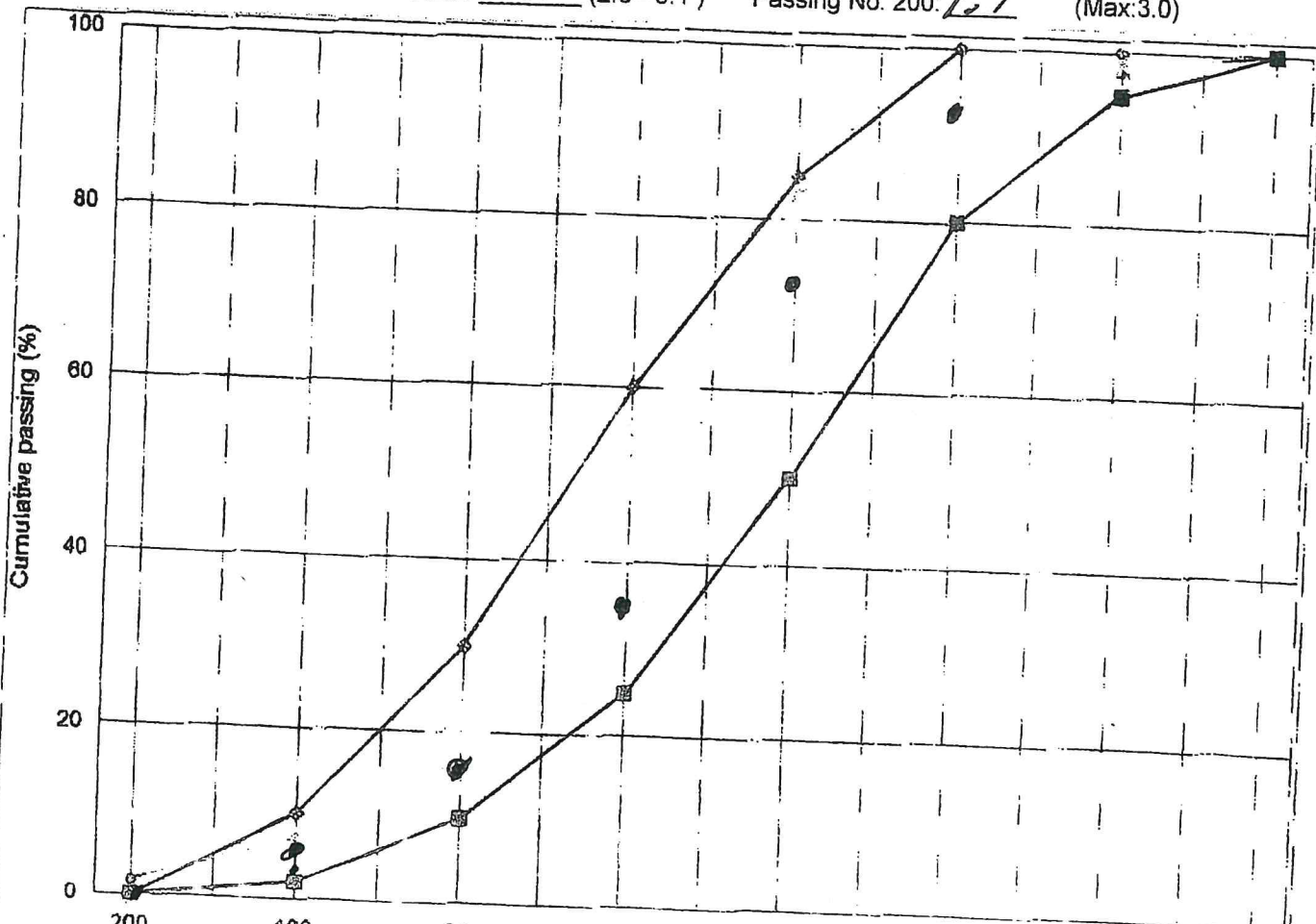
Date:  
Location:

Moisture =  $W - D \times 100$

Wet: 2421.4  
Dry: 2042.6  
Moisture: 1.2

Sieve	%Ret. \ Sieve	%Cum. Ret.	%Cum. Pass	Other Spec.	ASTM STD	
3/8"	0.1	0.1	99.9			
No. 4	1.4	1.5	98.5		95 - 100	
No. 8	5.8	7.3	92.7		80 - 100	
No. 16	18.4	26.1	73.8		50 - 85	
No. 30	37.5	63.6	36.3		25 - 60	
No. 50	21.3	84.9	15.0		10.0 - 30.0	
No. 100	9.8	94.7	5.2		2.0 - 10.0	
No. 200	3.5	98.2	1.7		0 - 3	
Pan	1.9	100	0			

Fineness Modulus: 2.7 (2.3 - 3.1) Passing No. 200: 1.9 (Max: 3.0)





## TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

### Request for Bids Winter Sand 2025-26

#### I. Introduction & Submission

The Town of Casco invites sealed bids for screened winter sand. To be considered, return sealed bid in an envelope clearly marked "Winter Sand Bid" to the Casco Town Office no later than **12:00 PM, August 8, 2025**. Bids must be on the provided form and include sieve screen test results for consideration. Bids will be publicly opened and read aloud at the time stated. Late bids will not be accepted.

#### II. Materials

- a. Sand shall be a coarse abrasive material free from vegetable matter, lumps or balls of clay and other deleterious substances.
- b. The maximum gradation of material shall be able to pass through a ½ inch screen.
- c. All bidders shall provide a recent sieve analysis for the material meeting the following gradation requirements.

<u>Sieve</u>	<u>% by weight passing mesh sieves</u>
1/2"	100 %
1/4"	50 - 80 %
#200	0 - 7 %

#### III. General Requirements

- a. The Town expects will place orders for winter sand, as needed. The successful bidder shall supply as much winter sand as required by the Town for the season. The Town will order in amounts of 500 yard increments. The successful bidder shall deliver sand at the minimum rate of 250 yards per day.
- b. The successful bidder shall provide the material within seven (7) days of requested delivery by the Town. The material must be delivered expediently to facilitate the Town contracting for mixing (putting up) the sand with salt for road use. All salt to be supplied by the Town.
- c. The initial delivery of up to 2000 yards of material must be made no later than September 26, 2025. The successful bidder shall coordinate delivery with the Town snow removal contractor. The successful bidder supplying the winter sand shall arrange for the winter sand material to be

delivered over a three consecutive day period unless some other arrangement is reached between the Town's snow removal contractor and the successful bidder providing winter sand material.

#### **IV. Payment**

- a. Payment will be by the cubic yard truck measure or by the ton, if by scales. Truck yardage must be established on all vehicles prior to initial delivery and provided to Road Commissioner.
  - i. Equivalent factor to use for weight measurement vs. volume will be 1 yard = 2200 lbs of dry sand
- b. Payment for all material will be made within 30 days of delivery, stockpiling, and invoicing.
- c. The supplier shall supply the material to the satisfaction of the Road Commissioner or their Agent, who shall have the right to inspect the material at all times.
- d. If, in the opinion of the Road Commissioner or their Agent, the material does not appear to meet specifications, a sieve analysis will be conducted. If the test passes, the Town shall pay the cost of the test. If the test fails, the cost of the test will be deducted from the final payment. Additionally, the successful bidder shall be responsible for removing and replacing the failed material with material that meets the requirements, at their own expense.

#### **V. Rejection**

The Town of Casco reserves the right to reject any and all bids that do not meet the requirements as listed in this request for bids including failure to fill out bid form. Late bids will be rejected.

#### **VI. Selection & Award**

The Town of Casco may accept or reject bids that do not comply with the requirements of this bid. The Town shall award the bid based on price, quality of the material meeting specifications and time of availability.



# TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

## Winter Sand

### BID PROPOSAL FORM

**Due Date: Must be received at the Casco Town Office no later than 12:00 PM, August 8, 2025.**

Name of Company: Rolfe Corporation

Location of pit: Bridgton

Approved by Municipality or DEP: Yes

Price per Yard \$ 18

Starting Date: 8-18-25

The undersigned having reviewed the request for bids and all associated information including but not limited to general requirements for screened winter sand material, hereby agrees, if awarded the bid/contract, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications.

Signature: [Signature]

Printed Name: Dennis Michaud Date: 7-23-25

Title: Supervisor

Address: 91 Home Run RD, Bridgton

Telephone: office 647-9500

**Reminder: attach sieve screen test results.**



# Report of Gradation

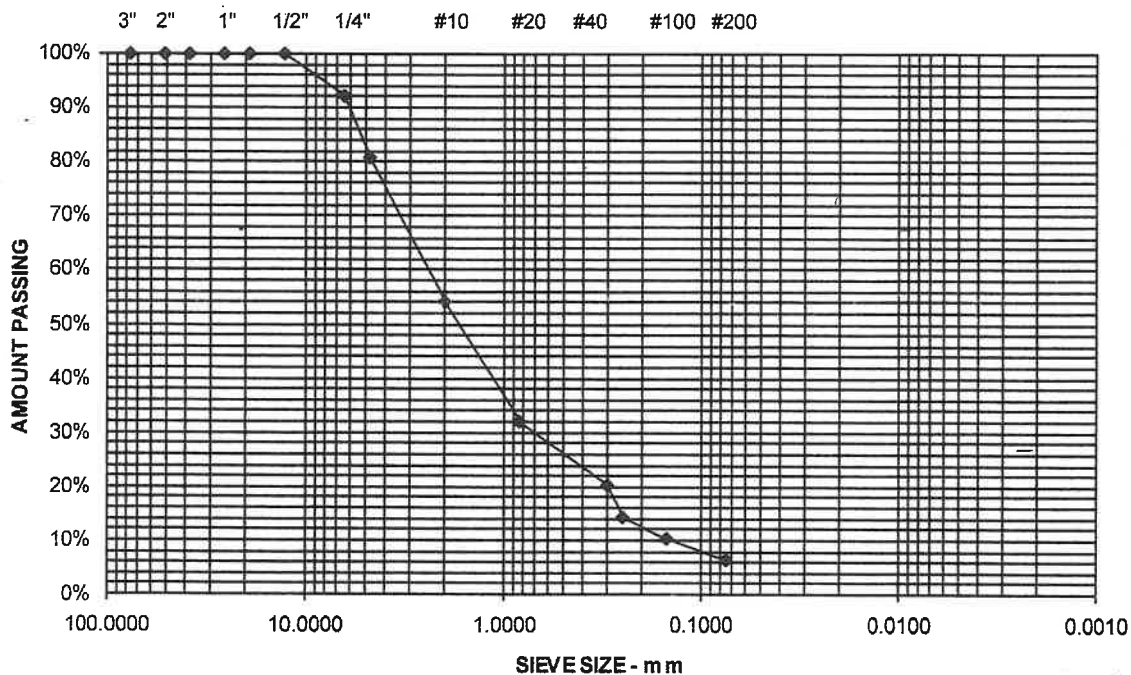
ASTM C-117 &amp; C-136

Project Name BRIDGTON ME - 2025 SUBMITTAL TESTING - LABORATORY TESTING SERVICES  
 Client R. ROLFE CORPORATION  
 Material Type SAND  
 Material Source ROLFE CORP.

Project Number 25-1188  
 Lab ID 33225G  
 Date Received 6/27/2025  
 Date Completed 7/3/2025  
 Tested By LEAH YOUNGE

<u>STANDARD</u> <u>DESIGNATION (mm/um)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	<u>MDOT 703.22 TYPE B UNDERDRAIN SAND</u> <u>SPECIFICATIONS (%)</u>
150 mm	6"	100	
125 mm	5"	100	
100 mm	4"	100	
75 mm	3"	100	
50 mm	2"	100	
38.1 mm	1-1/2"	100	
25.0 mm	1"	100	95 - 100
19.0 mm	3/4"	100	
12.5 mm	1/2"	100	75 - 100
6.3 mm	1/4"	92	
4.75 mm	No. 4	81	50 - 100
2.00 mm	No. 10	54	
850 um	No. 20	32	15 - 80
300 um	No. 50	20	0 - 15 †
250 um	No. 60	14	
150 um	No. 100	10	
75 um	No. 200	6.2	0.0 - 5.0 †

† SAMPLE DOES NOT MEET SPECIFICATION



Comments

*Sarah Sylvia*



# TOWN OF CASCO

635 MEADOW ROAD  
CASCO, MAINE 04015

## Winter Sand

### BID PROPOSAL FORM

**Due Date: Must be received at the Casco Town Office no later than 12:00 PM, August 8, 2025.**

Name of Company: Shaw Brothers Construction

Location of pit: 1017 Chadbourne Rd. Standish

Approved by Municipality or DEP: \_\_\_\_\_

Price per Yard \$ 24.25 Delivered

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

The undersigned having reviewed the request for bids and all associated information including but not limited to general requirements for screened winter sand material, hereby agrees, if awarded the bid/contract, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications.

Signature: Nathan J. Hatch

Printed Name: Nathan J. Hatch Date: 8-6-25

Title: Quarry Manager

Address: 341 Mosher Rd. Gorham

Telephone: 892-6363

**Reminder: attach sieve screen test results.**

**From:** [Benjamin T. McCall](#)  
**To:** [Anthony Ward](#)  
**Subject:** FW: Easement Deed -- Robey Ventures LLC to Town of Casco  
**Date:** Wednesday, August 13, 2025 2:35:51 PM  
**Attachments:** [attachment-1.png](#)  
[attachment-2.png](#)  
[image001.png](#)

---

Hi Tony –

Please see below regarding the Thompson Lake boat ramp. Could you clarify with Grant exactly what type of language he would like to see re: potential expansion of the boat ramp in the future. Widening appears to be possible, but lengthening, for the reasons articulated below, appears to not be possible.

Thanks,  
Ben

---

**From:** Kylie Germann <kgermann@lanmanrayne.com>  
**Sent:** Wednesday, August 13, 2025 12:41 PM  
**To:** Benjamin T. McCall <bmcCall@dwmlaw.com>  
**Cc:** Trey R. Milam <tmilam@dwmlaw.com>; Shannon McConkey <smcconkey@lanmanrayne.com>  
**Subject:** Re: Easement Deed -- Robey Ventures LLC to Town of Casco

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Hi Ben,

I spoke with my clients regarding the potential expansion of the boat ramp. They have some concerns and would like clarification on what the proposed expansion would entail.

At present, the launch has a jet ski dock situated between the launch dock and the first slip on the wooden dock (photos attached). If the plan is to lengthen the launch dock, this would eliminate the jet ski customer's space and, depending on the projected length, could also impact slip number 1.

While I appreciate that future plans are not always set in stone, any insight you can provide regarding the nature of the expansion would be helpful. If the change involves widening, it's likely workable; if it involves lengthening, I anticipate issues that would need to be considered.

Thank you!



Best,

Kylie

Kylie M. Germann

Attorney

**Lanman Rayne**

**NELSON READE**

103 Main Street, Suite 4

Bridgton, ME 04009

Phone: (207) 647-8360

Fax: (207) 204-3771

[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)

[www.lanmanrayne.com](http://www.lanmanrayne.com)

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---

**From:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>

**Date:** Thursday, August 7, 2025 at 10:40 AM

**To:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>

**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>, Shannon McConkey  
<[smcconkey@lanmanrayne.com](mailto:smcconkey@lanmanrayne.com)>

**Subject:** RE: Easement Deed -- Robey Ventures LLC to Town of Casco

Hi Kylie –

I was able to discuss the easement with the Casco Selectboard earlier this week. Everything appears good on our end; however, the Selectboard would like the ability to expand the size of the existing boat ramp in the future, to accommodate greater public need. I don't think this possibility is expressly referenced in the current draft. Would your

client be agreeable to this, and if so, would you like me to provide a proposed redline on the same?

Thanks,  
Ben

---

**From:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>  
**Sent:** Monday, July 7, 2025 7:40 PM  
**To:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>  
**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>; Shannon McConkey <[smcconkey@lanmanrayne.com](mailto:smcconkey@lanmanrayne.com)>  
**Subject:** Re: Easement Deed -- Robey Ventures LLC to Town of Casco

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Hi Ben,

No issues with your additions! I will forward to my client and ask what they would prefer for the signatures. I agree that signing after the town meeting might be better (I know I hate to keep originals around!).

I'll let you know!

Best,

Kylie

Kylie M. Germann  
Attorney

**Lanman Rayne**  
**NELSON READE**

103 Main Street, Suite 4  
Bridgton, ME 04009  
Phone: (207) 647-8360  
Fax: (207) 204-3771  
[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)

[www.lanmanrayne.com](http://www.lanmanrayne.com)

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---

**From:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>  
**Date:** Monday, July 7, 2025 at 4:01 PM  
**To:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>  
**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>, Shannon McConkey <[smcconkey@lanmanrayne.com](mailto:smcconkey@lanmanrayne.com)>  
**Subject:** RE: Easement Deed -- Robey Ventures LLC to Town of Casco

Hi Kylie –

Thanks for reviewing. I'm comfortable with the indemnification language, but please see a few additions on that point. Please let me know if you're comfortable with those.

Also, acceptance of this easement by the Town will require town meeting approval, which is likely to happen in January. I'm fine with your client signing now if that's easier, but would ask that you hold the document in escrow and not deliver it until the Town has legal authorization to accept. Because of the timeframe, it may just be easier to execute after town meeting.

Thanks,  
Ben

---

**From:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>  
**Sent:** Thursday, July 3, 2025 4:26 PM  
**To:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>  
**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>; Shannon McConkey <[smcconkey@lanmanrayne.com](mailto:smcconkey@lanmanrayne.com)>  
**Subject:** Re: Easement Deed -- Robey Ventures LLC to Town of Casco

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Hello Attorney McCall,

Please find attached my edits to the easement, I only changed the portion about successors and assigns and included an indemnification provision. If this works, we are good to sign!

Best,

Kylie

Kylie M. Germann

Attorney

**Lanman Rayne**

**NELSON READE**

103 Main Street, Suite 4

Bridgton, ME 04009

Phone: (207) 647-8360

Fax: (207) 204-3771

[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)

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---

**From:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>

**Date:** Monday, June 30, 2025 at 9:05 PM

**To:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>

**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>, Shannon McConkey  
<[smcconkey@lanmanrayne.com](mailto:smcconkey@lanmanrayne.com)>

**Subject:** Re: Easement Deed -- Robey Ventures LLC to Town of Casco

Hi Attorney McCall,

Thanks for this! I am reviewing now and will send to my clients for their review and questions!

Best,

Kylie

Kylie M. Germann

Attorney

**Lanman Rayne**

**NELSON READE**

103 Main Street, Suite 4

Bridgton, ME 04009

Phone: (207) 647-8360

Fax: (207) 204-3771

[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)

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---

**From:** Benjamin T. McCall <[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)>

**Date:** Friday, June 20, 2025 at 10:33 AM

**To:** Kylie Germann <[kgermann@lanmanrayne.com](mailto:kgermann@lanmanrayne.com)>

**Cc:** Trey R. Milam <[tmilam@dwmlaw.com](mailto:tmilam@dwmlaw.com)>

**Subject:** Easement Deed -- Robey Ventures LLC to Town of Casco

Hi Kylie –

I represent the Town of Casco. I understand that the Town has (at least in principle) agreed to accept an easement from your client, Robey Ventures LLC, to maintain public

access to Thompson Lake over a boat ramp located on your client's property. To that end, please see the attached proposed easement deed. I've also attached the survey that comprises Exhibit A in case you need to zoom in a bit more.

Please let me know if you have any suggested changes. I'm out of the office today, but will be available to discuss further on Monday if necessary.

Thanks,  
Ben

**Benjamin T. McCall**  
Attorney

D | 207.771.9214  
[bmccall@dwmlaw.com](mailto:bmccall@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101  
800.727.1941 F | [207.772.3627](tel:207.772.3627) [dwmlaw.com](http://dwmlaw.com)



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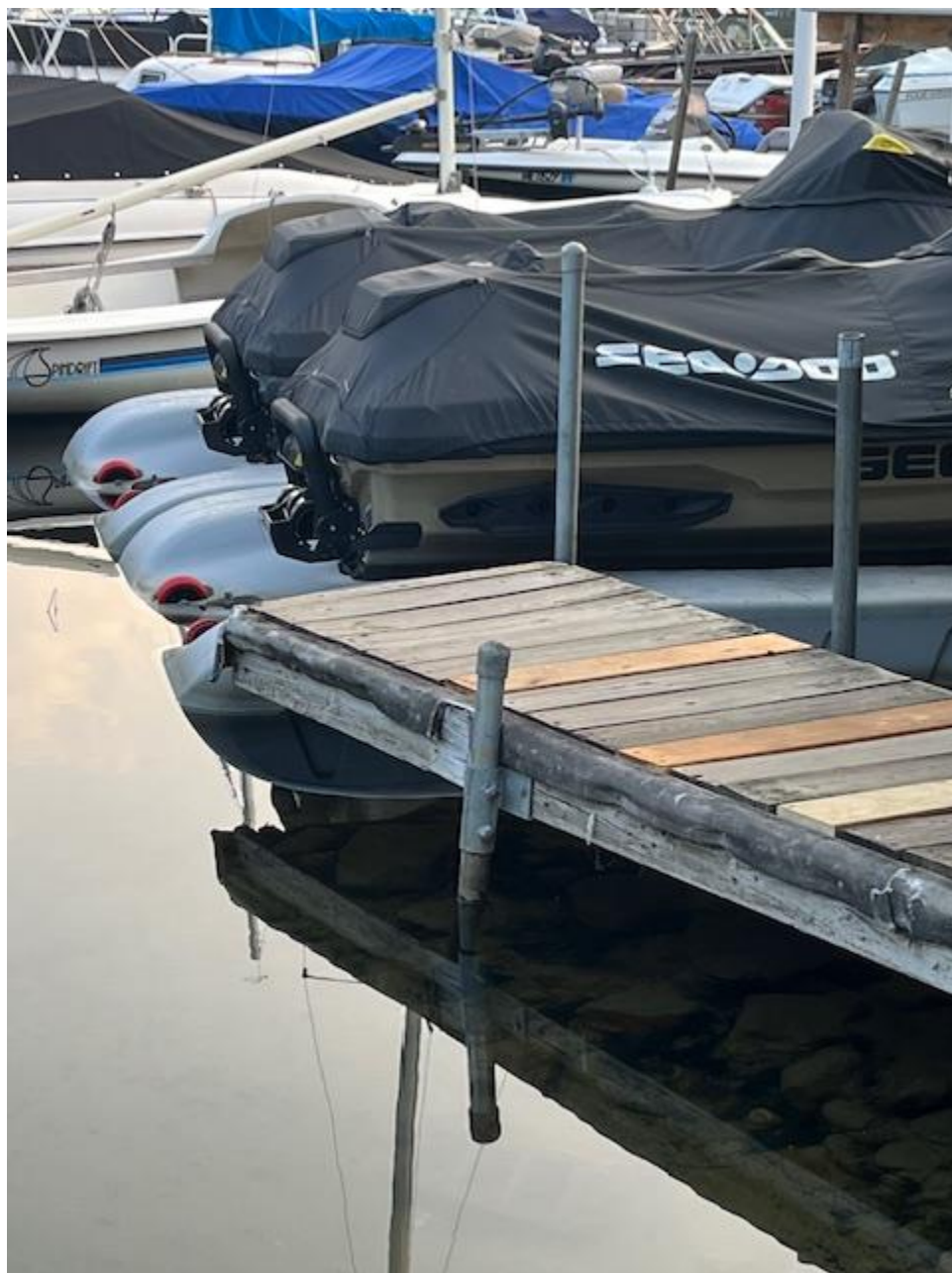
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## FIBER OPTIC INSTALLATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2025, by SEBAGO FIBER & WIFI, LLC, a Maine limited liability company with an address of 824 Roosevelt Trail, #282, Windham, Maine 04062 ("Operator") and the TOWN OF CASCO, MAINE, (the "Town"), each referred to as the "Party" or jointly referred to as the "Parties".

WHEREAS, the Town is interested in having installed a municipal fiber optic network connecting all municipal buildings;

WHEREAS, the Town desires to have the Operator install a municipal fiber optic network connecting the municipal buildings (approximately 6.208 miles of fiber) (as specified in the attached Exhibit A), for the price of \$296,642.00;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### Design and Installation of Municipal Fiber Optic Network

Operator hereby agrees to design and install, providing all necessary materials, labor, and Permits as defined in Section 11.1 of Exhibit B attached hereto, an approximately 6.208 mile fiber optic network to connect the municipal buildings (as specified in the attached Exhibit A) ("the System"), at a cost of \$296,642.00;

### Indefeasible Right of Use

Following the final acceptance of the installation of the System, the Operator will grant to the Town for a period of twenty (20) years, renewable for one (1) additional twenty (20) year period, an Indefeasible Right of Use of the System at no cost to the Town. The Parties hereto agree to the terms and conditions of the Indefeasible Right of Use in the form appended hereto as Exhibit B;

### Additional Agreements

Prior to the Operator's commencement of installation of the Network, Operator will provide the Town or its agents a final design plan and system specifications for System, and the Town shall have the opportunity to review and approve such design and specifications.

Following the Town's review and approval of the System's design and specifications; the Town shall pay the Operator the initial deposit of \$98,880.67.

The Town shall pay the Operator the balance of the cost of the System based on monthly progress statements subject to a 10% retainage, which retainage shall be paid upon final acceptance of the System, which acceptance shall not be unreasonably conditioned, delayed, or withheld.

Upon receipt of the Town's initial deposit, the Operator shall commence the installation of the System and shall complete such installation without interruption, or delay, of its own making.

If in the Operator's good faith and reasonable judgment it has sufficient capacity to the extent that such additional connections do not diminish the performance of the System available in the approved System, Operator may offer connections to additional Town facilities, or Town residents, or others for resale in any manner.

#### **SAFETY PRECAUTIONS AND PROCEDURES**

The Operator shall take all reasonable safety precautions with respect to its work, shall comply with all safety measures initiated by the Town and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property. Operator agrees not to employ for work on this project any person unfit or without sufficient skill to perform the job for which they are employed. The Operator shall immediately report to the Town any injury to any of the Operator's employees at the project, including a written report of the injury, including the status of the injured employee, an explanation of the circumstances that resulted in the injury, and any preventative measures being employed to avoid future injury.

**Unless waived in writing by Town prior to commencement of the Work, hard hats, safety glasses and hard soled shoes must be worn at all times on the project site, no exceptions.** If at the project site, Operator shall otherwise comply with all safety measures required by the Town.

#### **MISCELLANEOUS PROVISIONS**

1. All of the terms and conditions of this Agreement shall be construed according to the laws of the State of Maine, without regard to its choice of law provisions.
2. If a dispute arises between the Operator and Town regarding any claim, or regarding any matter arising out of or relating to this Agreement (the "Claims"), which cannot be settled through direct negotiations, prior to proceeding to arbitration, the Parties shall endeavor to settle the dispute by mediation in accordance with the Construction Industry Arbitration Rules of AAA. The costs of such mediation shall be divided equally among the Parties and shall be administered by a private mediator selected by the Parties. Should mediation prove unsuccessful, all Claims shall be resolved by arbitration administered by AAA in accordance with the Construction Industry Arbitration Rules, or upon mutual agreement of the Parties, by a private arbitrator. Any mediation or arbitration held to resolve a dispute or claim arising out of this Agreement shall, unless otherwise agreed in writing by the Parties, be held within sixty (60) miles of the location where the work was completed. The substantially prevailing party in any such dispute resolution proceeding shall be entitled to an award for their reasonable attorneys' costs and fees.
3. If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as

closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

4. A waiver by either Party of any of the above terms and conditions shall not be deemed a waiver of any of the other terms and conditions. None of the remedies provided to Operator or Town by this Agreement is intended to be exclusive, and both parties expressly reserve the right to exercise any other remedies provided by law.
5. No change, modification, or waiver of any provision of the Agreement shall be valid unless it is contained in a writing executed by both Parties.
6. This Agreement and any amendment may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
7. This Agreement shall not be construed against either Party as the drafter.
8. This Agreement shall not be assigned, sublet, or transferred by the Operator in whole or in part without the Town's written consent. Any purported assignment or transfer without the Town's written consent shall be void and of no effect. It is further agreed that the Operator shall not assign any monies due or to become due under this Agreement without the written consent of the Town.

SIGNATURES ON FOLLOWING PAGE

4

Executed under seal as of \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF CASCO

\_\_\_\_\_

By its duly Authorized \_\_\_\_\_

SEBAGO FIBER & WIFI, LLC

\_\_\_\_\_  
By its duly authorized Manager  
ANDREW DAVIS

5

**EXHIBIT A**

Casco Municipal Fiber Path (12 Fiber, 1 tube) Path and Connected Buildings

Municipal Fiber Path 6.208 miles:Casco Municipal Buildings and Future Locations connected via Dark Fiber

<b><u>Town Building</u></b>	<b><u>Address</u></b>	<b><u>Town</u></b>
Casco Town Office	635 Meadow Road	Casco
Casco Fire Department	637 Meadow Road	Casco
Berry Property	639 Meadow Road	Casco
Casco Community Center	942 Meadow Road	Casco
Pleasant Lake Beach	Mayberry Hill Road	Casco
Casco Day Park	948 Meadow Road	Casco
Casco Naples Transfer Station	425 Leach Hill Road	Casco
Salt Shed	450 Leach Hill Road	Casco
Hackers Hill Preserver (Tower)	39 Quaker Ridge Rd	Casco

Sebago Fiber will provide drops at the described locations and perform work to pull drops into existing conduits. Any locations that require additional underground work to construct new open conduits are the responsibility of the town.

**Commented [C01]:** Is the Town okay with this?

## FIBER OPTIC AGREEMENT AND GRANT OF IRU

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2025, by and SEBAGO FIBER & WIFI, LLC, a Maine limited liability company with an address of 824 Roosevelt Trail, #282, Windham, Maine 04062 ("Operator") and the TOWN OF CASCO, MAINE, (the "Town"), each referred to as the "Party" or jointly referred to as the "Parties".

## BACKGROUND

- A. Pursuant to and subject to the terms and conditions of the Fiber Optic Installation Agreement dated \_\_\_\_\_, 2025 (the "FOIA"), by and among the Parties, the Operator will concurrently with the execution of this Agreement, install a fiber communications system (the "System") providing services to subscribers of the System in the Town.
- B. In connection with the final acceptance of the System, the Parties have agreed that:
  - (i) the Town shall have a right to use the fiber optic network consisting of approximately 6.208 miles of fiber connecting the municipal buildings (as described in Exhibit A to the FOIA), free of cost (the "Town Fiber"), and
  - (ii) the Town shall have the right to use any Additional Fibers (as defined below), subject to the terms and conditions set forth herein.
- C. The Parties desire to enter into an agreement governing the Town's right to use the Town Fiber and any Additional Fibers within the existing structural developments in the Town, upon all the terms and conditions set forth below.

## DEFINITIONS

The following terms are used in this Agreement:

- A. "Acceptance Notice" means the notice of acceptance of an Additional Fiber pursuant to Article IV for Additional Fiber.
- B. "Additional Fibers" means for each route of Fiber any fibers in addition to the required under the FOIA dated the day and date hereof.
- C. "Dark Fiber" means Fiber between two specified locations that has no optronics or electronics attached to it.
- D. "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- E. "Fiber Optic Cable" or "Cable" means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.
- F. "Indefeasible Right of Use" or "IRU" is an exclusive and irrevocable right, subject to the term in Article II, to use the Town Fiber and Additional Fibers; provided, however, that granting of such IRU does not convey legal title to the Fibers.

G. "Operator Cable" means a Cable containing one or more Fibers owned by the Operator and which contains Dark Fibers in which the Town has an IRU pursuant to the terms of this Agreement.

H. "Town Fiber " means the Fiber which is the subject of the Town approved final design plan, and system specifications for the municipal fiber optic network, as required by the FOIA dated the day and date hereof;

In consideration of their mutual promises, the Parties expressly agree as follows:

## ARTICLE I

### TOWN FIBER AND ADDITIONAL TOWN FIBER

1.1 The Town desires to obtain an IRU for the Town Fiber. Upon acceptance of Additional Fibers by the Town, the Operator grants an IRU to the Town for the Additional Fibers. The Town shall use the Town Fiber and Additional Fibers solely to connect Town buildings and other Town facilities, and not in any other capacity, including for resale in any manner. For the avoidance of doubt, nothing in this Agreement shall be deemed to obligate the Operator to provide any Fiber or offer any services to any party, other than the Town Fiber.

1.2 If in the Operator's good faith and reasonable judgment it has sufficient Fiber available in the conduit, additional and separate Fiber may be made available by the Operator to connect additional Town buildings and other Town facilities, and may be offered for resale in any manner at market rates. Other than as provided in the preceding sentence, nothing in this Agreement obligates the Operator to offer any Fiber beyond the Town Fiber, supply to the Town any optical or electrical equipment, or other facilities, including without limitation, local distribution facilities, collocation space, regeneration facilities, generators, batteries, air conditioners, fire protection equipment, monitoring equipment, and testing equipment, all of which are the sole responsibility of the Town.

**Commented [CO2]:** If this included in the price of this Agreement? Or is it an additional cost?

## ARTICLE II

### EFFECTIVE DATE AND TERM

2.1 The initial IRU term in respect of the Town Fiber and Additional Fibers, if any, shall commence on the date hereof and shall terminate upon the earlier of (a) the expiration of the useful life of such Fiber, as reasonably determined by the Operator and (b) twenty (20) years from the date hereof, with the option by the Town to renew this Agreement for one (1) additional twenty (20) year term.

In the event that the Operator replaces Town Fiber or Additional Fibers for its own purposes, the Operator will replace the Town Fiber at no cost to the Town, except that the Town will be responsible for any cost associated with deploying Fiber strands outside of the public right-of-way to reach the Town facilities.

**Commented [CO3]:** Is the Town okay with this?

2.2 Expiration or termination of this Agreement shall not affect the rights or obligations of any Party with respect to any payments of expenses incurred prior to the date of termination or pursuant to Article XXII (Taxes); Article IX (Liability) and Article XXII (Dispute Resolution).

### ARTICLE III

#### CONSIDERATION

Subject to the splicing, testing, and other maintenance costs set forth herein, the Town's consideration for the Town Fiber and Additional Fibers shall be the satisfaction of its obligations under the FOIA and this Agreement.

### ARTICLE IV

#### BOUNDARIES; ACCEPTANCE

4.1 In the event the Town's boundaries expand after the date hereof, the Operator shall be under no obligation to expand the Town Fiber, offer Additional Fibers or make any other changes to the System resulting from the change in such boundaries. The Town shall provide an Acceptance Notice to the Operator for the Additional Fibers.

After making available any Additional Fibers, the Operator shall provide the Town with the opportunity to perform a physical inspection of the corresponding IRU routes and Fibers. In addition, the Operator shall provide the acceptance test plan ("ATP") and test results for the Additional Fibers.

4.2 Within seven (7) days after receiving the ATP and test results, the Town shall inspect the Additional Fibers. Within two (2) business days after such inspection, the Town shall then provide the Acceptance Notice or indicate that the Additional Fibers do not meet the specifications by giving notice to the Operator, with such notice to include the specific details of any claim regarding non-compliance with the specifications with respect to the Additional Fibers. The Operator will reasonably cooperate with the Town to provide additional documentation that would reasonably allow the Town to evaluate the acceptability of the Additional Fibers, within five (5) business days of receiving notice of non-compliance. In addition, the Town shall be allowed to conduct its own tests, at the Town's expense, to determine acceptability of the Additional Fibers. If the Town determines that given the additional information, the Additional Fibers still do not meet the specifications, such non-compliance shall be deemed an event of default and Town can proceed in accordance with Section 17.1.

4.3 Upon Acceptance of Additional Fibers, the Town shall receive a grant of its IRU Fibers.

4.4 Any disputes as to Acceptance of Additional Fibers shall be resolved in accordance with Article XXII (Dispute Resolution).



## ARTICLE V

### LICENSE/PERMIT FEES, AND CO-LOCATION AGREEMENTS

The Town will be responsible for the appropriate government filings, licenses, etc. or other requirements to place the Town Fiber or the Additional Fibers into operation, including, but not limited to, applicable municipal licenses and/or franchise agreements. However, Operator shall work in good faith with the Town to help obtain any required licenses, filings, fees, etc.

## ARTICLE VI

### PAYMENT

6.1 The Operator shall be responsible for splicing and testing to provide the Town Fiber. Any cost for additional splicing and testing for Additional Fibers will be billed to and paid by the Town within thirty (30) days after the invoice is issued. Customary splicing fees shall apply for the Town to put into use Additional Fibers.

**Commented [C04]:** Note: Town is responsible for additional splicing costs

6.2 There is no maintenance fee due to the Operator during the initial IRU term of this Agreement. Following the expiration of the initial term of this Agreement, Town shall pay maintenance fees to the Operator for the Town Fiber and Additional Fibers, which are then currently in use.

**Commented [C05]:** Has Sebago Fiber provided an estimate of maintenance costs?

6.3 All undisputed payments not made when due may bear a late payment charge of one and one-half (1 1/2%) percent per month of the unpaid balance or the highest lawful rate, whichever is less.

## ARTICLE VII

### MAINTENANCE AND REPAIR

7.1 The Operator warrants that it will use commercially reasonable efforts to maintain its Cable containing Town Fiber and Additional Fibers in accordance with prevailing telecommunications industry standards.

7.2 All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, conduit locate services, and necessary relocation of the Operator Cable containing the Town Fiber and Additional Fibers in a common sheath with Operator Fiber, shall be performed by the Operator or its designee for a period coterminous with the term of this Agreement.

(a) **Emergency Maintenance.** The Operator shall respond to any failure, interruption or impairment in the operation of the Town Fiber or Additional Fibers within two (2) hours after receiving a report of any such failure, interruption, or impairment. Such a report shall contain information in respect of the location of such issue, a description of the problem in as much detail as possible, time and date the problem occurred, and whether problem presents a jeopardy situation to the Operator's Cable. The Operator shall use its commercially reasonable efforts to

perform maintenance and repair to correct any failure, interruption, or impairment in the operation of the Town Fiber or Additional Fibers within eight (8) hours. The Town will be responsible for the costs and expenses of any emergency maintenance caused by the Town, payable within thirty (30) days after invoice. For such other emergency maintenance, the Town shall pay a proportionate share for emergency maintenance, payable within thirty (30) days after invoice. The Town may assist with emergency maintenance if approved by the Operator.

**Commented [C06]:** Town responsible for emergency maintenance

(b) Routine Maintenance. The Operator shall schedule and perform specific periodic maintenance and repair checks and services. Additional maintenance can be performed from time to time on the Town Fiber or Additional Fibers at the Operator's reasonable discretion, or upon the Town's reasonable request with reasonable advance notice to the Operator. The annual maintenance fee described in Article VII covers all routine maintenance.

**Commented [C07]:** This isn't described in Article VII.

(c) The Town will reimburse one hundred percent of all related costs associated with damage to the System, Town Fiber or Additional Fibers, to the extent attributable to the negligence or willful misconduct of the Town, its affiliates, employees, agents, or contractors.

(d) For any damage caused by negligence or willful misconduct of the Operator, its affiliates, employees, contractors, or agents that impacts the functionality or use of the Town Fiber or Additional Fibers by the Town, the Operator shall repair, at its sole expense and without reimbursement from the Town such damage; provided, however, the foregoing shall not be interpreted to apply to a successor operator of the System, for any actions taken by, or caused by, the current Operator.

(e) The Operator will, upon request from the Town, perform maintenance, restoration, or relocation of Fiber laterals outside of the Right of Way and shall charge time and materials.

**Commented [C08]:** Might want to ask to have this defined

**Commented [C09]:** This should be defined

7.3 In the event the Operator, or others acting on the Operator's behalf, at any time during the term for the Town Fiber or Additional Fibers, or any extension thereof, discontinues maintenance and/or repair of the Town Fiber or Additional Fiber, the Town, or others acting on the Town's behalf, shall have the right, but not the obligation, to thereafter provide for the maintenance, repair, and splicing of the Town Fiber and Additional Fibers in the Operator Cable at the Operator's sole cost and expense. The Town shall use contractors pre-approved by the Operator, which approval shall not be unreasonably withheld or delayed, and shall be deemed approved after the expiration of a thirty (30) day notice period. Any maintenance, repair, and/or splicing discontinuance shall be upon no less than six (6) months' prior written notice by the Operator to the Town.

**Commented [C010]:** This seems to allow Sebago to make the Town do its own maintenance even though Sebago will pay for it. Is Sebago likely to pass this off to the Town?

7.4 Notwithstanding anything to the contrary contained herein, the Town shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair, and any other activity engaged by or on behalf of the Town relating to all communications transmission equipment used to "light" the Fibers and other terminal equipment and facilities required in connection with the use, electronics, or signals of the Town Fiber or Additional Fibers.

7.5 Except in cases of discontinuance as stated in 7.3 above, the Town must obtain prior written authorization, which such authorization shall not be unreasonably withheld, conditioned or delayed, from the Operator approving any further work and specify the party performing such work before the Town shall perform any work in or around the Operator Cable.

7.6 The Operator shall provide reasonable advance notice to the Town of maintenance or repairs that may affect the Town Fiber or Additional Fibers. The Town shall have the right, subject to the protocols of the Right-of-Way providers, to have a representative present any time maintenance or repairs are performed which may affect the Town Fiber or Additional Fibers.

Commented [CO11]: Define

## ARTICLE VIII

### SPLICING

8.1 The Town may require that Additional Fibers be spliced into the Operator Cable. In order to maintain the integrity of the Operator Cable, the Operator, or a contractor operating under the Operator's direction, must perform all splicing performed on the Operator Cable.

8.2 For future expansion at existing splice points, the Operator will perform the necessary splicing upon written or email request by the Town. Normal requests for splicing shall be submitted at least thirty (30) business days prior to the requested splicing date, and expedited requests shall be submitted at least fifteen (15) business days prior to the requested splicing date.

The Town agrees that it will not perform any splicing or interfere in any manner with the Operator Cable. The cost of splicing Fibers into the Operator Cable will be borne by the Town. The Optical Splice Points for each route shall be mutually agreed upon in writing by the Parties. The Operator shall provide the Town with a splicing and splice testing schedule(s) so the Town's representative may be present. Splicing documentation ((ATP) and test results) will be provided by the Operator within ninety (90) days after splicing is completed.

Commented [CO12]: Town responsible for cost to splice. Is this included in cost?

8.3 The Town shall provide thirty (30) business days written notification to the Operator if a new splice point is needed after the Town provides Acceptance Notice of Additional Fibers. Approval of new splice points will be at the sole discretion of the Operator, and such approval shall not be unreasonably withheld.

8.4 All splicing will be performed by the fusion splicing method or by any other method that is mutually agreeable. All costs and expenses in connection with the foregoing splicing shall be borne by the Town.

## ARTICLE IX

### LIABILITY

9.1 Neither Party shall be liable for any consequential damages (including, but not limited to, any claim for loss of services) arising under this Agreement or from any breach or partial

breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.

9.2 Subject to the limitation on consequential damages in Article 9.1, each Party assumes, releases and agrees to indemnify, defend, protect, and save the other (including its directors, officers, agents, representatives, and employees) harmless from and against any claim, damage, loss, liability, injury, cost, and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any property or facilities of the indemnified Party arising out of or resulting in any way from the acts or omissions to act, negligence, or willful misconduct of the indemnifying Party, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement. In no event shall the liability of the Operator at any given time exceed the total amount of the greater of the fees paid by the Town to the Operator and insurance proceeds pursuant to this Agreement. In the event a Party shall fail for any reason to indemnify, defend, protect, and save the other harmless, the indemnified Party hereby expressly recognizes that its sole remedy in such event shall be the right to bring a claim pursuant to Article XXII against the indemnifying Party for its damages as a result of the indemnifying Party's failure to so indemnify, defend, protect and hold harmless.

9.3 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the, operation or use of the Operator Cable, or any Town Fiber or any Additional Fibers; provided, however, that each Party hereto shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any such action against such third party, other than against the Operator or its affiliates. This Agreement shall not limit any rights of recovery or claims pursuant to the PFO.

Commented [CO13]: This needs to be defined

9.4 The Operator recognizes that the Town is a political subdivision of the State of Maine to which the Maine Tort Claims Act is applicable. Accordingly, nothing in this Agreement shall operate in any practical effect to waive any defense, immunity, limitation of liability, or limitation of actions available to Town pursuant to applicable law, including the Maine Tort Claims Act. Furthermore, the Operator agrees that nothing in this Agreement, including any contractual indemnification, is intended or shall operate in any practical effect to create a greater liability on the Town's part to the Operator for third party claims than Town has or would have for claims brought by such third party directly against the Town in accordance with the provisions of the Maine Tort Claims Act.

## ARTICLE X

### FORCE MAJEURE

The obligations of the Parties (except for the payment of money hereunder) are subject to force majeure, and neither the Operator nor the Town shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of

God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders; lack of transportation; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions (collectively "Regulations") (but not to the extent the delay caused by such Regulations could be avoided by rerouting the Cable if such a reroute was commercially reasonable); condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused Party of the cause and of the estimated duration, when possible.

## ARTICLE XI

### REPRESENTATIONS AND WARRANTIES

11.1 In respect of the Town Fiber and Additional Fibers as they shall exist as of the date of final completion it is expressly understood that the Operator shall have no obligation to obtain any additional right-of-way agreements, easements, licenses, rights, or other agreement necessary for the use of poles, conduit, cable, wire, physical plant facilities, access to real property underlying the Operator Cable, rights, licenses, franchises, authorizations, agreements, permits, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) (collectively, "Permits"), and the Operator shall not be responsible or liable for any failure to obtain any Permit, including for any such actions, events, circumstances or matters arising prior to or, related to, the period prior to the closing of the transactions contemplated by the PFO. In the event any changes in the Town Fiber or Additional Fibers would require the Operator to obtain any Permit, Operator shall exercise commercially reasonable efforts to obtain such Permit. The Operator is responsible for obtaining all Permits until Final Acceptance by the Town.

11.2 By signing this Agreement, the Operator represents that it is properly licensed in the jurisdiction where the project is located to provide the services required or shall cause such services to be performed by appropriately licensed design professionals.

11.3 Operator shall perform its services consistent with the professional skill and care ordinarily provided by architects, engineers, designers and/or professionals practicing in the same or similar locality under the same or similar circumstances. Operator shall perform its services as expeditiously as is consistent with such professional skill and care, the approved schedule for the work, and the orderly progress of the work.

11.4 No payment, or partial, or entire use of the Cable, System, Town Fiber, or Additional Fibers by the Town constitutes acceptance of under this Agreement.

## ARTICLE XII

## RELOCATION OF CABLE

12.1 If the Operator is required to relocate or replace its Cable or any of the appurtenant facilities and equipment used or required in providing the IRU, and the gross cost (excluding reimbursements) of the Operator's relocation or replacement exceeds \$5,000 per occurrence, then, so long as such work is not necessitated by a breach of the Operator's obligations, the Town shall reimburse the Operator for the Town's proportionate share of such costs, including, without limitation, placement or relocation labor, Fiber acquisition, splicing, and testing. In the event that a third party reimbursed the Operator for all or a portion of the cost to perform such work, then this reimbursement amount shall reduce on a dollar for dollar basis the aggregate amount of costs deemed to have been spent by the Operator. The Operator shall deliver to the Town updated as-built drawings and documentation with respect to any relocated portion of the Cable not later than ninety (90) days following such relocation.

12.2 The Operator shall give the Town sixty (60) days prior notice of any such relocation or replacement, if possible, and, upon approval by the Town, shall have the obligation to proceed with such relocation or replacement, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation or replacement; provided that any such relocated or replaced Cable and Fibers shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement. Acceptance of the relocated or replaced IRU Fibers shall be in accordance with Article IV (Acceptance) of this Agreement. In addition, the Operator shall use reasonable efforts to ensure relocation or replacement shall not result in an adverse change to the operations, performance, or connection points with the network of the Town, or end points of the applicable Cable.

12.3 The Town has the right to review the relocation or replacement plans of the Operator fourteen (14) days prior to any relocation and has the right to have a representative present at the time the Operator relocates or replaces the Cable that contains the Town Fiber or Additional Fibers.

## ARTICLE XIII

### INSURANCE

13.1 Each of the Town and the Operator shall maintain insurance, for the duration of this Agreement, as follows:

(a) Workers' Compensation Insurance complying with the law of the state or states in which the services are to be provided and Employers Liability Insurance with the limits of \$500,000 each accident, including occupational disease coverage with limits of \$500,000 each employee, \$500,000 policy limit.

(b) Commercial General Liability Insurance, including premises, operations, products and completed operations, contractual, broad form property damage, independent contractors and personal injury with the following minimum limits: Personal Injury - \$5,000,000 each person and \$5,000,000 each accident, and Property Damage - \$1,000,000 each accident in any

**Commented [BM14]:** Sebago is providing the services under this Contract, so I'm not sure the need for the Town to provide its own insurance. If Sebago insists, then the Town's insurance for general liability should be capped at \$400,000.

**Commented [CO15]:** Town should confirm that you have these insurance requirements.

combination of primary or umbrella coverage; provided, however, that the Town need only maintain commercial general liability insurance in an amount of \$400,000 combined total limit.

(c) Automobile Liability Insurance for owned, hired and non-owned autos: \$2,000,000 combined single limit bodily injury/property damage.

13.2 Failure of either Party to enforce the minimum insurance requirements listed above shall not relieve such Party of the responsibility for maintaining these coverages. Each Party shall furnish to the other Party the certificates of insurance reflecting policies carried and limits of coverage as required above, which shall state that thirty (30) days' notice shall be given prior to cancellation, non-renewal or any material change in any such insurance coverage. The liability policies of the Town shall name the Operator and its subsidiaries as additional insured parties. The liability policies for the Operator shall name the Town as additional insured parties.

13.3 Contractor(s) employed by the Town to work on the Fiber Optic Cable shall provide and maintain at all times during the provision of services to the Parties the same types of and amounts of insurance (with the exception of the amount of Commercial General Liability Insurance), which insurance shall be issued by companies approved by the Parties.

For Commercial General Liability Insurance, contractor(s) shall carry:

(1) Combined Single Limit: \$2,000,000 each occurrence; and

(2) Bodily Injury and Property Damage: \$2,000,000 general aggregate, \$1,000,000 products and completed operations aggregate.

The contractor(s) insurance shall be evidenced by certificates of insurance, which shall be delivered to the contracting party prior to commencement of the provision of services. The certificates of insurance shall show that the insurance is prepaid and in full force and effect and that such insurance shall not be canceled, non-renewed or materially changed during the term of this Agreement or during any extension thereof, without at least thirty (30) days written notice to the Parties. The maintenance of insurance by the contractor shall in no way limit or affect the extent of the contractor's liability.

#### ARTICLE XIV

##### CONDEMNATION

14.1 In the event any portion of the Operator Cable becomes the subject of a condemnation proceeding by any governmental agency or other party cloaked with the power of eminent domain for public purpose or use, then and in such event, it is agreed that the Operator shall be entitled to pursue an award of damages in such proceedings and shall be solely entitled to any Damages attributable to condemnation of the Operation Cable.

14.2 Upon its receipt of a formal notice of condemnation or taking other than from the Town, the Operator shall notify the Town immediately of any condemnation proceeding filed against



the Operator Cable, including the Town Fiber and the Additional Fibers. The Operator shall also notify the Town of any similar threatened condemnation proceeding, other than from the Town.

14.3 In the event of condemnation by a party other than the Town, it is expressly recognized and understood by the Town that relocation costs resulting from any such condemnation proceeding may not be reimbursed by the condemning authority and, if the Town requests the Operator to relocate the Town Fiber or the Additional Fibers, the Town shall pay its proportionate share of all costs associated with the relocation of the Town Fiber in excess of such costs which were reimbursed by the condemning authority.

14.4 It is understood that none of the foregoing shall apply in the event of a condemnation by the Town, and the Town shall maintain its obligations to among other matters set forth in the PFO, not adversely regulate or discriminate against the Operator, and facilitate the operation of the System as contemplated by the PFO.

#### ARTICLE XV

##### CONFIDENTIALITY

15.1 The Parties represent, certify, and warrant that they shall use their commercially reasonable efforts to ensure that any and all information and documents obtained from the other Party during the term of this Agreement and identified as being confidential information will be held in strict confidence and will not be used by their company, its employees, subcontractors, consultants or agents for any purpose other than its performance required by this Agreement.

15.2 In the event that the Town receives a public records request for documents or information that the Operator has designated as confidential and the Town reasonably determines that such documents or information are "public records" under Maine's Freedom of Access Act (1 M.R.S. §§ 400, *et seq.*) that are subject to disclosure, the Town shall notify the Operator that intends to disclose such documents or information and provide the Operator with not less than 10 calendar days to seek a protective order in Cumberland County Superior Court.

15.3 All documents, data, or information furnished by a Party is the sole property of that Party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner if readily available.

15.4 Neither the Town nor the Operator may make any news release, public announcement, denial or confirmation concerning all or any part of this Agreement or use the other's name in sales or advertising materials, or in any manner advertise or publish the fact that the companies have entered into this Agreement, or disclose any of the details of this Agreement to any third party, including the press, without the prior written consent of the Operator or the Town, respectively, except such disclosures required by law, or the rules and regulations of the relevant government agencies.



## ARTICLE XVI

## ABANDONMENT

Should the Town decide to abandon all or part of the Town Fiber or Additional Fibers, it may do so by informing the Operator in writing, such abandonment being made at no cost to either Party. The Town shall remove its equipment and electronics within thirty (30) days of such notification of abandonment by the Town, and if it fails to do so, the Operator may remove such at the Town's cost payable within thirty (30) days of receipt of the invoice. At the time of abandonment, the Town shall have no further rights with respect to its IRU. Such abandonment shall not reduce or otherwise affect the abandoning Party's obligations hereunder.

## ARTICLE XVII

## DEFAULT

17.1 Upon discovery of default, the other Party shall give the defaulting Party written notice of such default and the defaulting Party shall have thirty (30) days to cure such default after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice.

17.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach, including, at the Operator's option, no longer offering any Additional Fiber to the Town.

17.3 An event of default shall also be deemed to have occurred if either Party becomes insolvent, or institutes or has instituted against it bankruptcy proceedings which are not dismissed within ninety (90) days of filing, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, and the non-defaulting Party may immediately terminate this Agreement.

## ARTICLE XVIII

## NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to the Operator:

SEBAGO FIBER & WIFI LLC

824 Roosevelt Trail, #282  
 Windham, Maine 04062  
 Email:  
 andrew.davis@sebagofiber.net

If to the Town:

Town of Casco  
 Attn: Town Manager  
 635 Meadow Road  
 Casco, ME 04015  
 award@cascomaine.org

18.2 Unless otherwise provided herein, notices shall be sent by electronic delivery and certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

18.3 Except as provided in this Article, the Town shall not assign this Agreement to any other party without the prior written consent of the Operator.

18.4 Except as provided in this Article, the Operator shall not assign this Agreement to any other party without the prior written consent of the Town; provided, however, that without such consent, but with prior written notice to the Town, the Operator shall have the right to assign, sublet or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary, or affiliate of the Operator or to any person, firm or corporation which shall control, be under the control of or be under common control with the Operator, or any corporation or entity into which the Operator, or a subsidiary of the Operator, may be merged or consolidated or which purchases all or substantially all of the assets of the Operator, or a subsidiary of the Operator.

18.5 Subject to the provisions of this Article, each of the Parties' respective rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

18.6 Nothing in this Agreement shall prevent or be construed to prevent the Operator from selling or otherwise disposing of any portion of the Operator Cable or other property of the Operator used for the Town's Fiber Optic Cable but only to the extent that such disposal does not adversely affect the Town's use of the Town Fiber and Additional Fibers; provided, however, in connection with a transaction in which the Operator sells all or substantially all of its assets, the Operator shall exercise commercially reasonable efforts to cause the purchaser to assume the commercial relationship as set forth in this Agreement.

#### ARTICLE XIX

## GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Maine, without regard to its conflict of laws principles.

## ARTICLE XX

### INDEPENDENT CONTRACTOR

The performance by the Operator and/or the Town of all duties and obligations under this Agreement shall be as independent contractors and not as agents of the other Party, and no persons employed or utilized by a performing Party shall be considered the employees or agents of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree that this Agreement does not create a partnership between, or a joint venture of the Parties.

## ARTICLE XXI

### DISPUTE RESOLUTION

21.1 It is the intent of the Operator and the Town that any disputes which may arise between them, or between the employees of each of them, be resolved as quickly as possible. Quick resolution may, in certain circumstances, involve immediate decisions made by the Parties' designated representatives. When such resolution is not possible, and depending upon the nature of the dispute, the Parties hereto agree to resolve such disputes in accordance with the provisions of this Article. The obligation herein to arbitrate shall not be binding upon any party with respect to requests for preliminary injunctions, temporally restraining orders, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

21.2 Any claims or disputes arising under the terms and provisions of this Agreement, or any claims or disputes which the Parties' representatives are unable to resolve within the seventy-two (72) hour time period shall continue to be resolved between the Parties' representatives if mutually agreeable, or may be presented by the claimant in writing to the other Party within thirty (30) days after the circumstances which gave rise to the claim or dispute took place or become known to the claimant, or within thirty (30) days after the Parties' representatives fail to achieve resolution, whichever is later. The written notice shall contain a concise statement of the claim or issue in dispute, together with relevant facts and data to support the claim.

21.3 Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Construction Industry Mediation Rules of AAA. The Parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the Parties are unable to agree to such a selection, each of the Parties will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

The arbitrator(s) shall not have the authority, power or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement, or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the Parties and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law.

21.4 During the continuance of any arbitration proceeding, each of the Parties shall continue to perform their respective obligations under this Agreement.

## ARTICLE XXII

### LIENS; TAXES

22.1 The Town shall not grant or permit any mechanics', or materialmen's lien, or other encumbrance on the Town Fiber or the Additional Fibers, and in the event of any such lien or encumbrance, the Town shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost to the Operator and shall indemnify the Operator against all costs and expenses (including attorney's fees) incurred in discharging and releasing such lien or encumbrance; provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after written notice by the Operator to the Town, then the Operator may pay or secure the release or discharge thereof at the expense of the Town. The Operator shall reimburse the Town for such payments within thirty (30) days of invoice by the Town.

22.2 The Town agrees and acknowledges that it has no right to use any of the Fibers, other than Town Fiber, included in the Operator Cable or otherwise incorporated in the Operator's system, or any system of any affiliate of the Operator, and that the Town shall keep any and all of the Operator's system, free from any liens, rights or claims of any third party attributable to the Town.

22.3 The Parties shall cooperate to minimize adverse tax consequences and may mutually amend this Agreement to improve their respective tax positions.

## ARTICLE XXIII

### MISCELLANEOUS

23.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions, or conditions of this Agreement.

23.2 No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from

this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

23.3 This Agreement may be amended only by a written instrument executed by the both Parties.

23.4 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

23.5 In the event of a conflict between the provisions of this Agreement and those of the PFO the provisions of this Agreement shall prevail, and the PFO will be corrected accordingly. If there is a conflict or difference between this Agreement and other Exhibits, contracts, or instruments executed in connection with this project, this Agreement shall prevail.

23.6 This Agreement has been fully negotiated between and jointly drafted by the Parties.

23.7 All actions, activities, consents, approvals, and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner.

23.8 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

#### ARTICLE XXIV

#### COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

#### ARTICLE XXV

#### ENTIRE AGREEMENT

This Agreement and the PFO, and any Exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written. Nothing contained in this Agreement shall be interpreted or result in limiting the rights or obligations set forth in the PFO.

SIGNATURES ON FOLLOWING PAGE

Executed under seal as of \_\_\_\_ day of \_\_\_\_\_ 2025.

TOWN OF CASCO

\_\_\_\_\_  
By its duly Authorized \_\_\_\_\_

SEBAGO FIBER & WIFI, LLC

\_\_\_\_\_  
By its duly authorized Manager  
ANDREW DAVIS

## MEMO

To : Selectboard, Town of Casco  
Tony Ward, Casco Town Manager

From : Tony Plante, Director of Municipal Collaboration & COO  
Shukria Wiar, Senior Planner & Community Engagement Manager

Date : August 15, 2025

Re : High-Level Casco CIP Survey Take-Aways and Next Steps

The following are some high-level take-aways from the Casco CIP Community Survey, some initial reflections, deeper analytical questions, and next steps:

- There were 322 respondents to the survey, received from June 17 to July 22, 2025.
- 97% of respondents were year-round residents (69%), seasonal residents (15%), or property owners (13%).
- 51% of respondents have been associated with the town for more than 20 years; other groups (0-5, 6-10, and 10-20 years) all in the same range (14-18%).
- Roads, stormwater improvements, open space, and parks and recreation improvements ranked as the highest priorities.
- Roads are where respondents were the most dissatisfied (though some or much of this may be related to state roads, and not roads that are the town's responsibility).
- Respondents felt the town spends too little on roads and road improvements, though that may be tempered by the above.
- Most respondents are not willing to spend more on capital improvements other than roads.
- There is a 44%-40% split on support of bonds or other financing for capital improvements, with 16% neutral (which we're considering undecided).
- 65% of respondents felt the town should focus most on the capital assets it already has, with the balance willing to support a combination including new capital needs.

There were a lot of comments and open-ended responses. In general, there seems to be an opportunity to explain more about what the town's leadership sees as the town's needs and make the case for them. There are those who may not ever be convinced, but others who said they didn't know enough to say.



We are digging deeper into the data, including the following questions about year-round residents (those most likely to be voters):

- Which areas for capital investment are most important?
- Looking at the open-ended responses, are there others that should be considered and don't fall into any of these areas?
- How does their level of satisfaction with these areas compare to how important they think they are?
- For areas of capital investment, how does their opinion of importance compare to their satisfaction and opinion of spending, both current/historic and what they think it should be?
- Which areas of capital investment have the most support for additional spending (and to what degree) compared to how high a priority they are? And for those, how much support is there for borrowing (i.e. issuing bonds) to pay for them?
- Looking at open-ended responses across the survey, what themes pop out?
- What were the overall feelings about the fire station or public works facilities?

We are meeting with the Ad Hoc Capital Improvement Plan Committee on August 26, 2025 and are working to have some more detailed analysis for them which, of course, we'll share with you as well.