



Town of Casco
Selectboard Regular Meeting Agenda
March 04, 2025 at 6:00 PM
Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: February 18, 2025
4. Public Participation for non-Agenda items
5. Manager's Update

Old Business

6. The Selectboard will consider applicants for the Finance Committee
7. The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.
8. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.
9. The Selectboard will discuss the sign garage.

New Business

10. The Selectboard will discuss updates on legal enforcement actions.
11. The Selectboard will consider contracting with Resort Reality Advisors
12. The Selectboard will discuss the Town Manager's initial proposed FY26 budget.

Executive Session

13. Adjournment

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

Future meeting dates (subject to change)

Month DD, YYYY at HH:MM PM Meeting Name

March 6, 2025 @ 6:00 PM Safe Street Committee meeting

March 10, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 10, 2025 @ 6:30 PM Planning Board workshop

March 11, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 17, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 18, 2025 @ 6:00 PM Selectboard Regular Meeting



Town of Casco

Selectboard Regular Meeting Minutes

February 18, 2025 at 6:00 PM

Casco Community Center

Executive Session

1. Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel starting at 5:45PM.

The Selectboard moved and seconded to enter Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel starting at 5:45PM.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

The Selectboard moved and seconded to exit Executive Session and begin Regular Meeting at 6:43PM.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

Selectboard Members present: Scott Avery, Robert MacDonald, Mary Fernandes and Grant Plummer. Absent: Eugene Connolly.

Regular Meeting

2. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

3. 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 Avery, Seconded by MacDonald.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

4. Approval of Minutes: February 4, 2025

The Selectboard moved and seconded to accept the minutes from the February 4, 2025 meeting as presented.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

5. Public Participation for non-Agenda items

Tuan Nguyen- Term is up in March and does not wish to be considered for another term.

Susan Witonis- Announced upcoming Earth Day activities on April 26, 2025

Tiffany Payton- Made some suggestions to the board regarding volunteer positions with the town.

6. Manager's Update

A. Our Communication Coordinator continues producing daily information on our web page and Facebook account. She is producing a monthly newsletter for our residents.' If the Selectboard, or any other committee, would like focused articles in the newsletter, please let me know and we will try to facilitate these articles.

B. Recent snowstorms continue being a challenge for the Town. These challenges range from ensuring the plowing of roadways occurs in a timely manner; ensuring we sufficiently move excess snow; determining whether facilities are open to the public or closed. All staff are working diligently to ensure that public needs are being met while trying to ensure safety. From an informational purpose, when the Town Office is closed for a storm the vast majority of the employees are working remotely completing necessary workloads.

C. Jason Rogers, Naples Town Manager, is still working with B Tek on the installation of the RFID system at the Bulky Waste facility. The goal is for installation completion by the end of March. As more precise times are identified, it will be shared with the Board and residents.

D. Starting next week, Tony Plante and I will conduct biweekly meetings and discuss the progress towards the Capital Improvement/Strategic Planning survey. These updates, if they are substantial, will typically be shared in the manager's memorandum.

E. On February 19th, Cumberland County is meeting with area managers and sharing the results of their homeless study. Once received, this information shall be distributed to the Selectboard.

F. Gorrill and Palmer released the FY26 Edwards Project. Gorrill Palmer sent this RFP to 45 contractors, and we additionally posted the RFP on our web site. The 7 Item 6.# pre-bid meeting is occurring on February 18th with bids due by Thursday March 6 th. The abridged version of the RFP and specs are in the Selectboard packet.

Old Business

7. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

Discussion only. No action was taken.

8. The Selectboard will discuss a proposed Senior Tax Credit Ordinance.

Discussion only. No action was taken.

New Business

9. The Selectboard will discuss with the Comprehensive Plan Implementation Committee water quality in Casco.

The Selectboard moved and seconded to establish an Ad Hoc Committee to draft a water quality plan for the Town of Casco.

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

10. The Selectboard will consider a 3-year Assessing contract with Cumberland County Regional Assessing.

The Selectboard moved and seconded to authorize the Town Manager to sign the 3-year Assessing contract with Cumberland County Regional Assessing.

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

11. The Selectboard will consider a Recycler License Zoning Renewal for Colonial Auto

The Selectboard moved and seconded to authorize the Town Manager to sign a Recycler License Zoning Renewal for Colonial Auto.

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

12. The Selectboard will consider applicants for the Finance Committee

Discussion only. No action was taken.

13. The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.

Discussion only. No action was taken.

14. Selectboard Comments:

Scott Avery- reminded everyone to please drive careful in the stormy weather.

Bob MacDonald: reminded everyone he will not be here next week.

Grant Plummer- Inquired about staffing and during the last storm as well as how equipment has held up. Also wanted to make sure we post any vacancies we have.

15. Adjournment

The Selectboard moved and seconded to adjourn at 7:55pm.

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

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Future meeting dates (subject to change)

February 19, 2025 @6:00 PM Open Space Commission

February 24, 2025 @ 6:30 PM Regular Planning Board Meeting

February 25, 2025 @ 6:30 PM Special Town Meeting

March 4, 2025 @ 6:00 PM Regular Selectboard Meeting

March 6, 2025 @ 6:00 pm Safe Street Committee

March 10, 2025 @ 6:30 PM Planning Board Workshop



Manager's Memorandum
March 4, 2025, Selectboard Meeting

Item 5.#

To: Selectboard
From: Tony Ward, Town Manager
Date: 02-28-2025
Re: Selectboard meeting 03-04-2025

Below are notes for agenda items for the March 4, 2025, meeting

5. Managers' Update

- A. Selectboard member Grant Plummer and I had a conversation with David Kimball about his lengthy property problem. We are in the process of reviewing all the deeds associated with the property to determine if we can provide him with any additional assistance in resolving this dispute.
- B. On February 19th, I met with the Managers Naples, Windham, and Cumberland County along with representatives of Opportunity Alliance, Cumberland County and Levine Planning Strategies. The report provides a synopsis of their study and recommended action items. This meeting also fostered a healthy dialogue about possibilities within our communities. The report is approximately 116 pages, which is too lengthy for this document. I will forward the report to any interested person.
- C. The bids for the Edwards Road project will be opened on March 6th at 2:00 pm. The bids will be brought to the Selectboard on March 18th for awarding of the project.
- D. Loon Echo Land Trust advised they were contacted by the Casco Bay Estuary Partnership that the federal funding for our open space planning work is again available and that we should feel comfortable moving forward with the work. I am working with the Loon Echo to create the Request for Proposals for this Open Space Planning service.

Old Business

6. The Selectboard will consider applicants for the Finance Committee.

The Finance Committee is currently at 6 members and needs a 7th member per your recent update to the Board, Commission, Committee, and Council policy. We posted this vacancy and received notification from two (2) residents that they were interested in participating in the finance committee. The two interested residents are Charles White (40 Lakewood Road) and Timothy Walsh (30 Johnson Hill Road).

Both will be present to answer any questions related to their interest in the position.

7. The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.

As determined by GPCOG, the Town is creating an Ad Hoc Committee to assist the Greater Portland Council of Governments in developing a survey in determining the Town's needs related to capital improvement and strategic planning for these capital projects. The Selectboard discussed have the committee being 7 residents. To date we have received interest from 5 residents that are not currently involved with any Casco committees. The five interested individuals are:

- Rachel Millette (11 Grant Lane)
- Todd Crawford (5 Jonathans Way)
- Robert Guy (409 Poland Spring Road)
- Joseph Armenti (10 Coffee Pond)
- David Plante (85 Mitchell Road)
- Joseph DeMartin (75 Davis Brook Road)

Prior to this meeting, I forwarded to all members of the Selectboard the interest form completed by each of the interested residents.

8. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

A continuation of the dialogue related to the boundary lines and the necessity for a future contract zone agreement for the library.

9. The Selectboard will discuss the sign garage.

As previously discussed, the building located in front of the Crooked River Snowmobile Club is storage for the Town. The discussion lead to no guidance on whether the Selectboard wished to demolish the building in the future or maintain it for storage. If the building is razed, the Town should located alternate locations for storing the Public Works materials. See below for additional information provide at the February 4, 2025 Selectboard meeting.

I was contacted by the Crooked River Snowmobile Club related to the Town Garage located directly in front of their club house. They advised that they had an agreement with Dave Morton to either move the garage or raze the garage upon completion of their club house. I cannot find any documentation about this agreement and Crooked River Snowmobile Club stated it was a verbal agreement between the two (2) parties.

I have included the signed agreement between the two parties and this discussion is not covered in the agreement. According to Jensen Baird, this agreement that Crooked River Snowmobile Club is the owner of the building while they occupy it. Once they cease operating within this building, the building becomes Town property. The land which the building belongs to the Town and the Club is leasing the right to use this land.

New Business

10. The Selectboard will discuss updates on legal enforcement actions.

The Selectboard will discuss the recent legal updates related to 50 Rabbit Run Lane and Helen Allen Lane.

11. The Selectboard will consider contracting with Resort Reality Advisors.

Include in your packet is a contract with Resort Reality Advisors. As part of the revaluation process, Cove Communities is appealing their assessed value. Our Assessor stated that Vision Governmental Services utilized a commercial appraiser for the revaluation of Cove Community properties. He recommends that we hire a specialty company to assist in any future appeals or hearings. Resort Reality Advisors is an appraisal company that specializes in resorts and is located in Massachusetts. Both Rob Sutherland and I recommend hiring this company in the initial stages of the appeal process to assist Cumberland County Regional Assessing.

12. The Selectboard will discuss the Town Manager's initial proposed FY26 budget.

Include in your packet is a synopsis of the proposed FY2026 budget. This initial presentation covers a macro view of the proposed budget, and the upcoming workshops will cover the micro portions of the proposed budget. **The version provide today is only DRAFT. I am working on the formula's within excel to ensure everything is accurate. This should provide you with a general overall of the budget direction. I will forward you the final proposal when all the numbers are confirmed.**

GROUND LEASE AGREEMENT

[Tax Map 38, Lot 32]

THIS GROUND LEASE AGREEMENT (hereinafter referred to as the "Lease") is made this 23 day of April, 2021 by and between the **INHABITANTS OF THE TOWN OF CASCO**, a Maine municipal corporation with a principal place of business and mailing address of 635 Meadow Road, Casco, Maine 04015 (hereinafter, the "LANDLORD"), and **CROOKED RIVER SNOWMOBILE CLUB**, a Maine nonprofit corporation whose mailing address is P.O. Box 42, South Casco, Maine 04077 (hereinafter called the "TENANT"). The LANDLORD and the TENANT are at times collectively referred to herein as the "Parties" or individually as the "Party."

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, the LANDLORD and the TENANT hereby agree with each other as follows:

SECTION 1. Premises: The LANDLORD hereby leases to the TENANT, and the TENANT hereby leases from the LANDLORD, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, a certain portion of a parcel of land located in the Town of Casco, County of Cumberland, and State of Maine, which is more particularly depicted in Exhibit A which is attached hereto and made a part hereof by reference (the "Premises").

SECTION 2. Term: The Term of this Lease shall commence on the date hereof (the "Commencement Date") and shall continue thereafter for a period of twenty (20) years, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). The LANDLORD and the TENANT shall have the joint option to renew the Lease for an unlimited number of successive twenty (20) year periods (the "Renewal Terms"), if the Parties mutually agree on the terms of such renewal, including any increase in Rent, by the end of the initial Term.

SECTION 3. Rent: The TENANT covenants and agrees to pay to the LANDLORD, as rent for the Premises, One and 00/100 Dollars (\$1.00) per year (the "Rent").

SECTION 4. Use and Restrictions: The Leased Premises shall be used to construct a club house building for the TENANT's members (the "Building") and associated utility connections, along with ancillary parking, all of which shall be constructed in the locations specified on Exhibit A (the "Plan"). The Building shall be used exclusively for the operation of the Tenant's club house and activities related thereto, except as otherwise agreed to in writing between the parties (collectively the "Permitted Use(s)"). At no time shall the use of the Leased Premises violate any occupancy restrictions imposed by the Fire Department or any other law, regulation, or restriction imposed by any local, state, or Federal authority.

SECTION 5. Taxes, Utilities, Maintenance:

(a) The TENANT shall, during the Term of this Lease, pay and discharge punctually, all taxes, special and general assessments, water and sewer charges, utility charges, heating and electricity charges, if any, with respect to the Leased Premises or any part thereof, or any improvements, appurtenances, or equipment owned by the TENANT thereon or therein, it being the understanding that the TENANT shall be exclusively responsible for all costs related to the Leased Premises and any improvements thereon during the Term or any renewal thereof, including without limitation the septic system to be designed, installed, and maintained for TENANT's exclusive use of the Premises for the uses authorized in Section 4 of this Lease.

(b) The TENANT, at its own cost, shall, during the Term of this Lease, keep, maintain and repair the Premises in good and safe condition, which such maintenance and repair responsibilities shall include, without limitation, maintenance and repair of any parking and access areas, maintenance and repair of all required exterior lighting and exterior lighting apparatuses, as well as the comprehensive maintenance and repair of the Building the associated septic system, and all water and wastewater connections, it being the understanding that the TENANT shall be exclusively responsible for all costs related to the Leased Premises and for the construction, maintenance, and repair of any improvements thereon during the Term or any renewal thereof, as further specified in Section 6 of this Lease.

(c) Without limiting the foregoing, the TENANT shall, at its own cost, be responsible for clearing all snow and applying proper sand, salt, or grit, to all paved portions of the Premises.

SECTION 6. Construction of Improvements:

(a) **Generally:** The TENANT, at its own cost and expense and after consulting with the LANDLORD and obtaining the LANDLORD's written consent, shall be permitted to construct the planned improvements shown on the Plan, including but not necessarily limited to the Building, and may make changes, improvements, alterations, substitutions, repairs, replacements, demolitions and/or additions thereto, all of which shall be subject to the written approval of the LANDLORD, and subject to the TENANT's receipt of all necessary and applicable approvals from state or municipal authorities. All construction work performed by the TENANT and its contractors shall be performed in a good and workmanlike manner, employing material of good quality and complying with all governmental requirements. The TENANT agrees that all such construction work shall be prosecuted diligently and continuously until the construction has been completed as evidenced by an unconditional certificate of occupancy. The LANDLORD shall not be obligated under this Lease to provide any services to the TENANT, the Premises or with respect to the construction of the improvements, or to perform any other obligations with respect thereto.

(b) **Approvals Required:** The TENANT, at its own cost and expense, shall apply for and prosecute with reasonable diligence all necessary approvals required for the construction mentioned in subparagraph (a) of this Section, including but not limited to obtaining needed building permits and site plan approvals.

(c) **Landscaping and Site Work.** The TENANT shall, as a condition of this Lease, complete all landscaping and site work contemplated by, and in the location proposed, by the Plan. To the extent not shown on the Plan, the TENANT may remove, raze, and/or destroy such trees, plants, shrubs, and topsoil existing on the Property, but only after consulting with the LANDLORD and obtaining the LANDLORD's written consent with respect to same.

(d) **Well Connection:** The TENANT shall, at its own cost and expense, establish suitable water service for the Building and all other permitted uses of the Premises between the Building and the well already in existence on the LANDLORD's adjoining property, which is specifically not part of the Premises. (the "Well Connection"). The TENANT shall, to the extent required by local ordinance or state law or administrative regulation, apply for and receive an adequate permit or other authorization permitting the aforementioned Well Connection, as well as for the operation of the same. During the Term of this Lease, the TENANT shall be solely responsible for the repair and maintenance of the Well Connection, including but not limited to the well itself and all pipes, drains, conduits, and other structural and non-structural components required for the operation of the same. The TOWN makes no representation as to the quality or potability of any water extracted from the aforementioned well and specifically disclaims any warranty, express or implied, applicable to the same. The TENANT shall be responsible for notifying the Landlord before it undertakes the installation of the connection and prior to any repair of the connection once it is established. In addition, the TENANT shall be responsible for restoring any of disturbance in the connection area to its prior condition, to the satisfaction of the LANDLORD, unless the LANDLORD approves some other level of restoration.

(e) **Septic System:** The TENANT shall, at its own cost and expense, install a septic system on the Premises in a size and layout sufficient to meet the requirements of the State of Maine's Subsurface Wastewater Disposal Rules, 10-144 C.M.R. ch. 241, as amended, and in the location more particularly depicted on the Plan (the "Septic System"). The Septic System must be designed by a qualified, licensed professional, and said design must be approved by the Town of Casco Code Enforcement Officer or his designee prior to installation. During the Term of this Lease, the TENANT shall be solely responsible for maintaining the Septic System in proper working condition, and all necessary maintenance and repairs to the same shall be performed at TENANT's sole expense.

SECTION 7. Disposition of Improvements on Termination of Lease: On the expiration or any earlier termination of this Lease, the TENANT shall vacate the Leased Premises, leaving the Premises free and clear of any liens and encumbrances, and the LANDLORD shall become the owner of any buildings or improvements located thereon, including but not limited to the Building, the Well Connection, and the Septic System. The TENANT shall execute any transfer documents reasonably requested by the LANDLORD to evidence same, as well as any other instrument reasonably requested by the LANDLORD to effectuate same.

SECTION 8. Requirements of Public Authority: During the Term of this Lease, the TENANT shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal,

state, county, municipal, and local governments and of all other governmental authorities affecting the Leased Premises or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed.

SECTION 9. Reservation of Use of Leased Premises: The LANDLORD, for the benefit of third parties and the general public, as well as for the protection of the Premises and the LANDLORD's interest in same, reserves the right to enter upon the Premises, at all reasonable times, to inspect the Premises, confirm compliance with this Lease, and for all other reasonable purposes related thereto.

SECTION 10. TENANT's Covenants: The TENANT covenants and agrees as follows:

(a) Upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it (except as provided for in Paragraph 7 above) and to yield up peaceably to the LANDLORD the Premises in good order, repair and condition, damage by taking, fire and other insured casualty, and reasonable wear and tear only excepted.

(b) Not to make any use of the Premises which is improper, offensive or illegal, or not a Permitted Use, or authorize or allow another to do the same; nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or waste or which may make void or voidable any insurance on said Premises or the Building or any improvements thereon.

(c) To keep the Premises free of liens for labor and materials and to save the LANDLORD harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or arising out of any work done by or on behalf of the TENANT.

(d) To permit the LANDLORD and its agents to examine the Premises and to permit the LANDLORD to enter said Premises as may be required by the LANDLORD under the terms of this Lease, provided that such entry shall be during normal business hours (except in the case of emergency) and shall not unreasonably interfere with the conduct of the TENANT's business.

SECTION 11. Assignment and Subletting; Amendments: The TENANT may not assign or sublease this Lease or any sublease of all or any part of the Leased Premises without the written consent of the LANDLORD. No provision of this Lease may be modified or altered except by written agreement of the parties.

SECTION 12. Non-Waiver of Immunity; Indemnity:

The TENANT hereby agrees to indemnify, defend, and hold harmless the LANDLORD from all claims, demands, liabilities and suits (including reasonable attorney's fees) of any nature whatever arising out of, because of or due to the breach or default of the Lease by the TENANT, its employees, guests, invitees or contractors, or due to any act, occurrence or event by the TENANT, its employees, guests, invitees or contractors, or in any way due to the use of the Leased Premises by the TENANT, its employees, guests, invitees or contractors, which

indemnification shall survive the termination of this Lease with respect to any claims or liability accruing prior to any termination.

Notwithstanding the foregoing, nothing in this Lease is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the LANDLORD or any of its officers, agents or employees, pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*), any State or federal statute, the common law or any other privileges or immunities as may be provided by law, or any immunity that may be available to the TENANT pursuant to 14 M.R.S. § 159-A.

SECTION 13. Insurance:

The TENANT and its contractors shall maintain, at its expense, throughout the Term and any renewal thereof, insurance against loss or liability in connection with bodily injury or property damage arising out of the use of the Premises by the TENANT or its agents, employees, officers, invitees, visitors and guests, under one or more policies of general public liability insurance having limits as to each of not less than Four Hundred Thousand Dollars (\$400,000.00) for each occurrence or any higher limit as may be established by amendment of the Maine Tort Claims Act (14 M.R.S. §§ 8101-8118) and such policy shall name the LANDLORD as an additional insured. Such policy shall be cancelable or materially altered only upon at least thirty (30) days prior written notice to the LANDLORD. The TENANT shall provide evidence of such insurance to the LANDLORD prior to, but in any event no later than the execution of this Lease by both Parties.

The TENANT, at its own cost, shall procure and maintain standard "All Risks" property insurance throughout the Term, including Builder's Risk insurance during any period of construction, naming the TENANT as insured and the LANDLORD as additional insured, in an amount not less than One Hundred Percent (100%) of the full replacement cost of the Building and any insurable improvements situated on the Leased Premises and all leasehold improvements made by the TENANT, if any.

The TENANT shall maintain such insurance as will protect it from claims under Workers Compensation Acts and other employee benefit acts as may be applicable and as will protect the LANDLORD and the TENANT from claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or in connection with such work whether performed by the TENANT or by the TENANT's contractors or subcontractors or anyone directly or indirectly employed by any of them; and the TENANT shall defend the LANDLORD and save the LANDLORD harmless and indemnified from all injury, loss, liability claims or damage to any person or property occasioned by or arising out of such work.

SECTION 14. Quiet Enjoyment: The TENANT, upon observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept shall quietly have, hold and enjoy the Leased Premises during the Term of this Lease, without hindrance, molestation or disturbance.

SECTION 15. Condition of Premises: The Premises are being leased by the TENANT in their AS IS condition, WITHOUT REPRESENTATION OR WARRANTY by the LANDLORD. The TENANT acknowledges that it has inspected the Premises and has found it to be satisfactory.

SECTION 16. Defaults:

(a) The following shall constitute a default of the TENANT hereunder:

(i) The TENANT shall fail to pay any sum payable under the terms of this Lease, whether to the LANDLORD or to any other third party, within thirty (30) days after written notice thereof by the LANDLORD;

(ii) The TENANT shall neglect or fail to perform or observe any term, provision, or covenant herein contained on the TENANT's part to be performed or observed, that is not otherwise specified as an event of default under this paragraph, and the TENANT shall fail to remedy the same within thirty (30) days after the LANDLORD shall have given to the TENANT written notice specifying such neglect or failure, or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such thirty (30) day period; provided, however, that the TENANT promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default;

(iii) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against the TENANT or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against the TENANT, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(b) This Lease is made on condition that from and after the happening of any of the events of default itemized above (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon said Leased Premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the TENANT and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and upon entry as aforesaid this Lease shall terminate and title to any improvements shall transfer to the LANDLORD in accordance with Section 7.

SECTION 17. Waivers: Notwithstanding anything contained herein, failure of the LANDLORD to complain of any act or omission on the part of the TENANT, no matter how long the same may continue, shall not be deemed to be a waiver by the LANDLORD of any of its rights hereunder. The receipt of rent by the LANDLORD with knowledge of any breach of this Lease by the TENANT or of any default by the TENANT in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease or of any of the LANDLORD's rights hereunder. No waiver by the LANDLORD at any time, express or implied, of any breach of any provision of this Lease shall

be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

SECTION 18. Termination: This Lease shall terminate upon (i) any of the events specified herein in this Lease, (ii) at the election of the LANDLORD for any “just cause” not provided for herein in this Lease with ninety (90) days written notice to the TENANT, or (iii) at the election of the TENANT for any reason whatsoever with ninety (90) days written notice to the LANDLORD; provided, however, that once the TENANT begins to clear or remove vegetation for the purposes of commencing the construction of any improvements on the Leased Premises, or after any damage to the improvements on the Leased Premises which the TENANT is obligated to repair, the TENANT shall have no right to terminate this Lease until the construction of improvements have been completed, as evidenced by an unconditional certificate of occupancy or other evidence of completion acceptable to the LANDLORD. For the purposes of this Section, “just cause” shall mean any cause based upon reasonable grounds where the LANDLORD determines that there exists a fair and honest cause or reason to terminate the Lease, which cause or reason shall be regulated by good faith, including but not limited to the taking of the Leased Premises, or any portion thereof, by any exercise of the power of eminent domain, including any transfer in lieu thereof.

SECTION 19. DESTRUCTION. In the event that, at any time during the Term of this Lease, the buildings and improvements on the Premises or any of them shall be destroyed or damaged in whole or in part by fire or other casualty, the TENANT, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and in accordance with plans and specifications approved by the LANDLORD. Any insurance proceeds received from the insurance policies required by this Lease, which are payable with respect to damage to the improvements constructed on the Premises by the TENANT, may be used by and shall be made available to the TENANT to offset the TENANT’s expenses incurred in connection with any such repair, replacement, or rebuilding.

SECTION 20. CONSENT OR APPROVAL OF LANDLORD. For any act or thing in this Lease that requires the approval or consent of the LANDLORD, the LANDLORD shall not be deemed to have approved or consented until the written approval or consent of the Selectboard of the LANDLORD has been obtained.

SECTION 21. NOTICES:

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and either hand delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other Party at its address set forth herein below, or such other address as either Party may designate by notice given from time to time in accordance with this Section.

All such notices and other communications initially shall be delivered or addressed as follows:

To the LANDLORD at:

Town of Casco
Attention: _____, Town Manager
635 Meadow Road
Casco, Maine 04015

To the TENANT at:

Crooked River Snowmobile Club
c/o _____
P.O. Box 42
South Casco, Maine 04077

Except as otherwise provided herein, all notices shall be effective when mailed.

SECTION 22. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23. Interpretation; Choice of Law: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The Section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease and all rights, duties and performance hereunder or hereof shall be governed, interpreted, and construed in accordance with the laws of the State of Maine.

SECTION 24. Hazardous Waste:

The TENANT covenants that it will continuously, during the Term, use and occupy the Leased Premises for the Permitted Use and not to permit, in violation of any Environmental Laws, as hereinafter defined, on the Leased Premises any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, without limitation, any "oil," "hazardous material," "hazardous waste," "hazardous substance" or "chemical substance or mixture," as for the foregoing terms (in quotations) are defined in any Environmental Laws (the "Hazardous Materials") nor to permit the emission from the Leased Premises of any objectionable noise or odor, nor to use or devote the Leased Premises or any part thereof for any purpose other than the Permitted Use, nor any use thereof which is improper, offensive, or contrary to any present and future laws, statutes, constitutional provisions, rules, regulations, directives, orders, ordinances, codes, rulings, decisions, determinations, requirements and by-

laws enacted or issued by any governmental authority (collectively, "Applicable Laws") or liable to invalidate or increase the premiums for any insurance on the Leased Premises.

As used herein, the term "Environmental Laws" means any federal, State and/or local statute, ordinance, bylaw, code, rule and/or regulation now or hereafter enacted, pertaining to any aspect of the environment or human health.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

LANDLORD:

INHABITANTS OF THE TOWN OF CASCO

Don Levesque

Witness

Don Levesque

Witness

Don Levesque

Witness

Don Levesque

Witness

Don Levesque

Witness

Thomas Peaslee

By: Thomas Peaslee

Its: Selectboard Chair

Mary Fernandes

By: Mary Fernandes

Its: Selectboard Vice-Chair

Scott Avery

By: Scott Avery

Its: Select Board Member

Holly Hancock

By: Holly Hancock

Its: Selectboard Member

Robert MacDonald

By: Robert MacDonald

Its: Selectboard Member

TENANT:

CROOKED RIVER SNOWMOBILE CLUB

Alisa Pollard

Witness

Mary Drenn

By:

Its: President



February 24, 2025

Robert Sutherland
Director, Regional Assessing
Cumberland County
25 Pearl Street
Portland, ME 04101

Five Blackburn Center
Gloucester, MA 01930

978-283-9633

jbragg@rradvisors.com

Re: Point Sebago Resort, Casco, ME

Dear Mr. Sutherland:

The purpose of this letter is to propose the terms of engagement of Resort Realty Advisors for completing an appraisal assignment as outlined below.

Client – The client for this assignment is Town of Casco. The client contact for this assignment are Robert Sutherland and William Dale.

James G. Bragg, Jr.

Principal

Property to be Appraised – The subject of the appraisal is the property known as the Point Sebago Resort that is located at in Town of Casco, Maine. The property includes the following parcels.

| Map Lot | Address | Use | Acres |
|---------------|-----------------------|--------------------|--------|
| 001A-0003 | 65 Riggs Road | Land & golf course | 679.90 |
| 001A-0003-002 | 261 Point Sebago Road | Single family | - |
| 001A-0003-003 | Point Sebago | Resort buildings | - |
| Totals | | | 679.90 |

Scope of the Appraisal – The appraisal will be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics of the Appraisal Institute. The scope of work to be completed is as follows.

1. Inspection of the subject property and surrounding neighborhood
2. Analysis of historical operating and financial data
3. Interview of key management staff
4. Gather information at local government offices regarding real estate taxation, zoning and other regulatory constraints, and anticipated changes in neighborhood land uses
5. Research of the subject property’s primary competitors
6. Completion of a highest and best use analysis
7. Application of the appropriate valuation methodologies that are necessary to the development of a credible ad valorem value estimate.
8. Reconciliation of these approaches to a final value conclusion
9. Preparation of a narrative appraisal report

Valuation and consulting services for lodging, vacation and recreational properties

Point Sebago Resort Engagement Letter
February 24, 2025
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Appraisal Report Format - The appraisal will be transmitted in the format of a *Appraisal Report* as defined by the USPAP.

Special Assumptions - The appraisal is subject to the general assumptions and limiting conditions attached hereto. At this time, there are no anticipated special assumptions. Any required additional assumptions will be discussed with the client as soon as their required use becomes apparent.

Purpose of the Appraisal - The purpose of the appraisal is to estimate the market value of the fee simple interest in the above referenced property as of April 1, 2024. The client should provide the definition of market value that should be used in this assignment. The effective date of the appraisal will be the date of inspection.

Intended Use and Users of the Appraisal – The intended use of the appraisal is for property tax assessment purposes. The report is intended for the exclusive use of the client and its advisors. The appraiser is not responsible for unintended or inappropriate uses of the report.

Confidentiality - The use of this report will be subject to the requirements of the appropriate governmental agencies and the Appraisal Institute relating to review by its duly authorized representatives. Resort Realty Advisors agrees to maintain the confidentiality of the information provided by the client, and the analyses and conclusions of the appraisal.

Appraisal Development and Reporting - The report will be prepared in conformity with and subject to the USPAP and supplemental Standards of Professional Appraisal Practice and Code of Professional Ethics of the Appraisal Institute.

Conflicts of Interest – The appraiser warrants that he has no known conflicts or biases relative to the parties involved.

Prior Assignments - The client is hereby notified as required by the USPAP that I have not completed a previous appraisal or other work regarding this property within the last three years.

Copies of Report – The appraisal report will be delivered electronically in PDF format. No hard copies of the report will be provided.

Timing - The estimated delivery date of the report is eight to nine week from date this engagement letter is signed by the client and delivered to RRA. Resort Realty Advisors is not responsible for delays beyond its control.

Fee - The fee for completion of this assignment will not exceed \$6,950.

In the event that the assignment is terminated before completion, the client will be billed at the rate of \$150 per hour. Any unused payments will be returned to the client. The client agrees to promptly pay any invoices for work completed in excess of payments made. Post-appraisal conferences, pre-trial preparation, depositions,

Point Sebago Resort Engagement Letter
February 24, 2025
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and court appearances will be billed at the rate of \$250 per hour, including travel and preparation time. The client will reimburse the appraiser for any reasonable additional costs incurred to prepare and appear for trial. The client will guarantee payment at the above rate regardless of whether the client or other parties call the appraiser, even if the appraiser is subpoenaed as a fact or lay witness.

If the other parties to the case subpoena other appraisals or records of the appraiser and Resort Realty Advisors must hire an attorney to protect these documents, the client will pay all related litigation costs, including the appraiser's time, to file a protective motion.

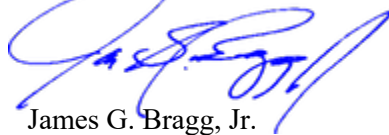
All invoices for testimony fees are due and payable upon receipt. The fee quoted herein is based, in part, upon our receipt of payment in accordance with the above terms. Overdue amounts shall be subject to additional charges from the date of original billing. Such charges shall include interest charges accrued at the legal, maximum rate plus any and all other expenses incurred in the collection of our fee including, including but not limited to, legal fees, filing fees, collection charges, etc.

Special Conditions/Requirements of this Assignment – None

Client Agrees to Supply: The client has previously been provide the list of information necessary for the completion of the appraisal.

Acceptance: This proposal is valid if accepted in writing within five (5) days. Please indicate your acceptance in the space below, initial the attached pages where indicated, and return one executed copy to our office. Should you have any questions, please contact us at your convenience.

Very truly yours,
RESORT REALTY ADVISORS



James G. Bragg, Jr.
Principal

Attachments: Standard Assumptions and Limiting Conditions

Proposal accepted by:

For Cumberland County

Title: _____

Date: _____

Standard Assumptions and Limiting Conditions

General Assumptions

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property. All dimensions are assumed to be approximate.
6. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions

This appraisal has been made subject to the following general limiting conditions.

- a) Any allocation of the total value estimated in this report between land and improvements applies only under the stated program of utilization. The separate values allocated to the land and building must not be used in conjunction with any other appraisal and are invalid if so used.
- b) Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
- c) The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
- d) Disclosure of the contents of the appraisal report is governed by the Uniform Standards of Professional Appraisal Practice (USPAP) and Bylaws and Regulations of the Appraisal Institute. The contents of the report may be provided to a duly authorized peer review committee. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- e) The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis to determine whether or not the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, we cannot comment on compliance to ADA. A brief summary of the physical improvements is included in this report. It in no way suggests ADA compliance. *Since compliance expectations can change with each owner's financial ability to cure deficiencies the value of the subject does not consider possible non-compliance.*

Casco Proposed Budget FY26

| DEPARTMENTS | APPROVED FY25 | DEPARTMENT | \$ INCREASE | % INCREASE | MANAGERS PROPOSED FY26 | \$ INCREASE | % INCREASE |
|--------------------------------|---------------------|---|-------------------------------|------------------------------|---------------------------|----------------------------|---------------------------|
| | | HEAD/ BOARD REQUESTS FY26 | OR DECREASE | OR DECREASE | | OR DECREASE | OR DECREASE |
| ADMINISTRATION | \$ 777,464 | \$ 790,707 | \$ 13,243 | 1.70% | \$ 790,707 | \$ 13,243 | 1.70% |
| ASSESSING | \$ 104,300 | \$ 108,342 | \$ 4,042 | 3.88% | \$ 108,342 | \$ 4,042 | 3.88% |
| LEGAL | \$ 35,000 | \$ 40,000 | \$ 5,000 | 14.29% | \$ 40,000 | \$ 5,000 | 14.29% |
| CONTINGENCY | \$ 30,000 | \$ 30,000 | \$ - | 0.00% | \$ 30,000 | \$ - | 0.00% |
| CODE ENFORCEMENT | \$ 143,437 | \$ 147,228 | \$ 3,791 | 2.64% | \$ 147,228 | \$ 3,791 | 2.64% |
| PLANNING AND ZONING | \$ 73,200 | \$ 84,075 | \$ 10,875 | 14.86% | \$ 84,075 | \$ 10,875 | 14.86% |
| RECREATION | \$ 219,865 | \$ 230,184 | \$ 10,319 | 4.69% | \$ 220,183 | \$ 318 | 0.14% |
| PARKS & BEACHES | \$ 14,000 | \$ 43,000 | \$ 29,000 | 207.14% | \$ 37,500 | \$ 23,500 | 167.86% |
| FACILITIES-CCC, ACCESS BLDGS | \$ 107,831 | \$ 110,185 | \$ 2,354 | 2.18% | \$ 111,202 | \$ 3,371 | 3.13% |
| CEMETERIES | \$ 9,100 | \$ 7,500 | \$ (1,600) | -17.58% | \$ 7,500 | \$ (1,600) | -17.58% |
| OPEN SPACE COMMISSION | \$ 2,500 | \$ 60,000 | \$ 57,500 | 2300.00% | \$ 4,000 | \$ 1,500 | 60.00% |
| VETERANS COMMISSON | \$ 2,500 | \$ 1,000 | \$ (1,500) | -60.00% | \$ 1,000 | \$ (1,500) | -60.00% |
| PUBLIC ASSISTANCE | \$ 47,520 | \$ 23,500 | \$ (24,020) | -50.55% | \$ 46,950 | \$ (570) | -1.20% |
| DONATIONS | \$ 138,612 | \$ 140,211 | \$ 1,599 | 1.15% | \$ - | \$ (138,612) | -100.00% |
| FIRE RESCUE | \$ 1,258,354 | \$ 1,327,421 | \$ 69,067 | 5.49% | \$ 1,263,646 | \$ 5,292 | 0.42% |
| ANIMAL CONTROL | \$ 126,790 | \$ 101,389 | \$ (25,401) | -20.03% | \$ 126,967 | \$ 177 | 0.14% |
| EMA/LAW ENFORCEMENT | \$ 5,150 | \$ 2,150 | \$ (3,000) | -58.25% | \$ 2,150 | \$ (3,000) | -58.25% |
| PUBLIC WORKS ROADS | \$ 1,021,949 | \$ 1,117,835 | \$ 95,886 | 9.38% | \$ 1,058,045 | \$ 36,096 | 3.53% |
| DAMS | \$ 10,000 | \$ 6,500 | \$ (3,500) | -35.00% | \$ 6,500 | \$ (3,500) | -35.00% |
| BENEFITS & INSURANCE | \$ 817,328 | \$ 972,701 | \$ 155,373 | 19.01% | \$ 972,701 | \$ 155,373 | 19.01% |
| TRANSFER/BULKY WASTE | \$ 470,660 | \$ 481,127 | \$ 10,467 | 2.22% | \$ 481,127 | \$ 10,467 | 2.22% |
| UTILITIES | \$ 100,500 | \$ 123,500 | \$ 23,000 | 100.00% | \$ 123,500 | \$ 23,000 | 22.89% |
| TOTAL | \$ 5,516,060 | \$ 5,948,554 | \$ 432,494 | 7.84% | \$ 5,663,323 | \$ 147,263 | 2.67% |
| DEBT SERVICE BUDGET | \$ 363,932 | \$ 352,963 | \$ (10,969) | -3.01% | \$ 352,963 | \$ (10,969) | -3.01% |
| CAPITAL EXPENSES | \$ 621,914 | \$ 912,000 | \$ 290,086 | 100.00% | \$ 912,000 | \$ 290,086 | 100.00% |
| TOTAL EXPENDITURES | \$ 6,501,906 | \$ 7,213,517 | \$ 711,611 | 10.94% | \$ 6,928,286 | \$ 426,380 | 6.56% |
| TOTAL BUDGET COMPARISON | | | | | | | |
| | APPROVED FY25 | DEPARTMENT HEAD/ BOARD REQUESTS FY26 | \$ INCREASE OR DECREASE | % INCREASE OR DECREASE | MANAGERS PROPOSED FY26 | \$ INCREASE OR DECREASE | % INCREASE OR DECREASE |
| BUDGET | \$ 6,501,906 | \$ 7,213,517 | \$ 711,611 | 10.94% | \$ 6,928,286 | \$ 426,380 | 6.56% |
| REVENUE | \$ 2,268,752 | \$ 2,223,597 | \$ (45,155) | -1.99% | \$ 2,223,597 | \$ (45,155) | -1.99% |
| NET BUDGET | \$ 4,233,154 | \$ 4,989,920 | \$ 756,766 | 17.88% | \$ 4,704,689 | \$ 471,535 | 11.14% |