



Town of Casco

Selectboard Regular Meeting Agenda

July 25, 2023 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: July 11, 2022
4. Public Participation for non-Agenda items
5. Manager's Update

Old Business

6. The Selectboard will consider a policy relating to Bulky Waste Coupons
7. The Selectboard will discuss the status of the Comprehensive Plan

New Business

8. The Selectboard will consider the liquor license renewal of Migis Lodge
9. The Selectboard will consider the Waste Motor Oil Disposal Remediation funds (a/k/a Tenney Hill Waste Oil Fund)
10. The Selectboard will discuss the Septic System Replacement Program
11. The Selectboard will consider contracting General Assistance services to Cumberland County
12. The Selectboard will consider a lease purchase agreement with Androscoggin Bank for the John Deere backhoe
13. The Selectboard will consider making August 8, 2023 as a workshop to tour Point Sebago and Club Sebago Association properties
14. The Selectboard will discuss employee work hours
15. The Selectboard will consider MMA Annual Election
16. The Selectboard will consider a Settlement Agreement with Hello Doggie Daycare and Migis Lodge, LLC.
17. The Selectboard will discuss speed bumps on Mayberry Hill Road by Pleasant Lake Beach
18. The Selectboard will consider three (3) bids for a 1-ton truck with plow gear

Executive Session

19. Executive Session to discuss Concealed Weapon Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 07/25/2023A & 07/25/2023B

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)

August 3, 2023 @ 6:00 pm Casco/Naples Transfer Station Council

August 8, 2023 @ 6:00 pm Selectboard Workshop

August 8, 2023 @ 6:00 pm Comp Plan Steering Committee

August 14, 2023 @ 6:30 pm Planning Board Regular Meeting

August 21, 2023 @ 6:00 pm Open Space Commission

August 22, 2023 @ 6:00 pm Selectboard Regular Meeting



Town of Casco
Selectboard Minutes

July 11, 2023

Selectboard Members Present: Scott Avery (Chair), Eugene Connolly (Vice-Chair), Mary Fernandes, Robert MacDonald & Grant Plummer.

Selectboard Members Absent: None

Staff Present: Town Manager Tony Ward, Fire Chief Brian Cole, Public Work Foreman Michael Genest

Public: Tiffany Payton, Michelle Williams, Matt Hesser, Dave Fowler, Carol Drew, Dawn DeBrusk and Ryan McAllister.

Meeting called to order at 6:00 pm.

- 1 Review and Approval of the Meeting Agenda.
The Selectboard moved (Plummer), seconded (Connolly) to approve the agenda as amended: 5 in favor .
- 2 Approval of Bills and Signing and Approval of All Open Warrants.
The Selectboard moved (Connolly), seconded (Fernandes) to approve bills and sign and approve all open warrants: 5 in favor
- 3 Approval of Minutes: June 27, 2023 minutes
The Selectboard moved (MacDonald), seconded (Fernandes) to approve the minutes as amended: 5 in favor .
Approval of Minutes: June 13, 2023 minutes
- 4 Public Participation:
Matt Hesser, Point Sebago General Manager, invited the Selectboard to come to their facility for an open house.

Michelle Williams requested to clarify the synopsis of her resume and interest in the Planning Board. She believes that the synopsis did not accurately reflect her interview with the Selectboard.

Dave Fowler spoke about the necessity to expedite the completion of the commercial solar ordinance because the moratorium is unduly affecting him and other community members. He additionally sought timeline clarifications.

5 Managers' Report:

- Included in your packet is a flier that was placed on our web site relating to inspection of properties for the revaluation. This flier identifies the Vision Government Solution that is inspecting the properties on tax map 1 and 2. The lone person, to date is Larry Chayer, and this flier provides residents with his picture and the vehicles he may be operating. As additional personnel are added, we will do similar fliers for each Vision employee. In addition, Vision has already sent notification letters to all the property owners within these two (2) taxes maps about the revaluation.
- Ben McCall is working with the Planning Board on ordinance updates to comply with LD2003 and completing the commercial solar ordinance. Both should be available for the future Special Town Meeting. I would anticipate also having ordinances relating to water availability for subdivisions and cemeteries within our community for the special Town Meeting also.
- The Town recently hired Eric Patino as a scale operator at the Casco Naples Bulky Waste Facility and we have a tentative job offer for a fulltime Fire Fighter/Paramedic. Eric started on July 5th and the tentative offer fire fighter is expected to start in August. This means that only one full time fire fighter position is open and the recently advertised Communication Coordinator
- Included in your packet is a Notice of Violation and Order to Correct for the property located at 480 Roosevelt Trail. CEO Wiesemann tried to informally resolve the junkyard problem at this property, but the owner only continued collecting more junk. If the owner fails to rectify the problem, staff and I will request the Selectboard authorize court action towards the junkyard.
- We submitted the Town's Resiliency Grant application to the Governor's Office on Innovation and technology on July 7th. We hope to hear the results of the application within the next few months.

Old Business

6. The Selectboard will discuss Committee, Board, Commission and Council appointment policy..

No Action. Discussion Only

7. The Selectboard will discuss the status of the Comprehensive Plan.

Removed from agenda based on above amendment

8. The Selectboard will consider Employee Technology and Social Media Policy..

The Selectboard moved (MacDonald), seconded (Fernandes) to approve the Employee Technology and Social Media Policy as presented. 5 in favor

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9. The Selectboard will consider Board and Committee Member Use of Social Media Policy & Guidelines

The Selectboard moved (Connolly), seconded (Fernandes) to approve the Board and Committee Member Social Media Policy & Guidelines as presented. 5 in favor

New Business

10. The Selectboard will consider a liquor application from Point Sebago.

The Selectboard moved (Connolly), seconded (Fernandes) to approve the Liquor License renewal of Point Sebago and forward the application to State of Maine Bureau of Liquor for final approval. 4-0-1 (MacDonald Abstained) In Favor.

11. The Selectboard will discuss the boat docks on Town Properties.

No Action. Discussion Only

12. The Selectboard will discuss the status of the Fire Department

No Action. Discussion Only

13. The Selectboard will consider contracting for removal of junk from 12 Harmony Road.

The Selectboard moved (Fernandes), seconded (Connolly) to authorize the Code Enforcement Officer and Town Manager to contract with a vendor for the removal of junk at 12 Harmony Road as outlined in Cumberland County District Court order dated April 10, 2023. 5 in favor

14. The Selectboard will consider the purchase of a backhoe for Public Works.

The Selectboard moved (Connolly), seconded (Fernandes) to authorize the Public Works Foreman and Town Manager to begin the purchasing process of the John Deere Model 310 SL and equipment in the amount \$178,300 based on the quotes received from the vendors. 5 in favor.

15. Selectboard Comments

Selectboard Member Plummer requested that funds associated with the Tenney Hill remediation project be added to the next agenda for discussion about future ditching projects. He also requested that staff examine the boat parking by Pleasant Lake because of a potential hazard to swim lesson participants. He believed additional signage may be needed

Selectboard Member Connolly also wanted to recognize all the volunteers associated with Casco Days and recognize their planning efforts.

Selectboard Member Avery advised that members of the Casco Day Fair Association met with Town officials and Cumberland County Sheriff's office to discuss upgrading security and safety with Casco Days. Believe the meeting provided enhanced security for the event. He also advised the details of the Casco Day events.

15, & 16. Executive Session

The Selectboard moved (Connolly), seconded (MacDonald) to go into Executive Session pursuant to M.R.S.A.405(6)(F) Poverty Abatement Requests- Case 07/11/2023A and relating personnel issue discussions pursuant to Title 1 M.R.S. § 405-A at 7:26 pm. 5-0 in favor.

18. Adjournment

The Selectboard moved (Fernandes), seconded (MacDonald) to adjourn at 8:26 pm. 5-0 in favor.

DRAFT



TOWN OF CASCO
 635 MEADOW ROAD
 CASCO, MAINE 04015

07-25MEMO

To: Selectboard
 From: Tony Ward, Town Manager
 Date: July 17, 2023
 Re: Selectboard meeting 07-25-2023

Below are notes for agenda items for the July 11th meeting.

5. Managers Update

- A. Ron Smith of RHR Smith will be attending the August 22nd meeting to the Selectboard to provide a synopsis of the FY22 audit and provide information regarding the FY23 audit. In their management letter, they suggest a policy update relating to long-term investment of unassigned funds. I will provide the Board with such a draft policy at the August 22nd meeting.
- B. The Bulky Waste Council will be meeting on August 3, 2023 at the Casco Community Center. Both Interim Manager and I believe that both Naples and Casco Selectboards should attend this meeting. This meeting will focus on the transfer station and bulky waste upgrades. The dialogue includes timelines and recommendations to make transitional facilities during the upgrades.
- C. The Solar Field project at the transfer station received all final approvals and will be moving forward in the near future. The Town is communicating with ReVision Energy to determine the exact dates and time frame for completion. I will continually update the Selectboard on this project and its progress.
- D. The Tax Collector recently sent out 197 30-day lien notices. This number of notices is consistent with past years and is not outside the norm.
- E. The Town is delaying the removal of junk from 12 Harmony Road, because of a receipt appeal by the property owner. Once the appeal is denied, we will proceed with the removal of the junk. This delay may also provide the Town with a greater opportunity to consolidate the removal of all the junk as defined by the court order.

Old Business

6. The Selectboard will consider a policy relating to Bulky Waste Coupons

As discussed at previous meetings, legal counsel advised the current practice of distributing bulky waste coupons is not equitable. She recommends the coupon policy be updated with definitions for seasonal and year residents and the quantity of coupons they receive. The only

policy that I located is dated March 2020 and that is in your packet. I cannot not locate in the minutes or agendas the discussion or approval of this policy. I understand the practice, but I have not located a formally accepted policy by the Selectboard. Natalie Burns will be present to assist the Selectboard with the continued discussion on this topic.

7. The Selectboard will discuss the status of the Comprehensive Plan

This will be a continued agenda item until the Comprehensive Comp Plan is completed. This line allows for the steering committee to seek guidance from the Selectboard, as needed. The chair will advise prior to the meeting if there are discussion points for the Selectboard. This process is being done based on the Selectboard's guidance on June 27, 2023.

New Business

8. The Selectboard will consider q liquor license renewal of Migis Lodge, LLC

Included in your packet is a renewal liquor license request from Migis Lodge. State law requires public hearings for any liquor license renewal for five years after awarding the license. Point Sebago is now over that limit and no longer requires a public hearing.

The Town has received no complaints about this business and is not aware of any administrative violations. Staff recommend approving the application and forwarding it to the State for their approval.

9. The Selectboard will consider the Waste Motor Oil Disposal Remediation funds (A/K/A Tenney Hill Waste Fund)

At your last Selectboard meeting, Selectperson Plummer requested this be added to a future agenda for discussion. This account currently has \$349,200 in this fund.

10. The Selectboard will discuss the Septic System Replacement Program.

Included in your packet is a copy of this policy updated in 2021. Since my arrival, I found this program being utilized by residents that truly need financial assistance with failing septic systems. While listed as a grant program, it typically requires the applicants to pay for the initial system repairs or upgrades. This policy does allow for the Town Manager to directly pay a septic contractor with pre-approval.

I was not involved in the initial dialogues about the program and the reasoning for prioritizing repayment over true grant funds. My limited exposure to the program leads me to recommend this program be a complete grant program and minimize or eliminate the repayment portion of this program.

11. The Selectboard will consider contracting General Assistance

Cumberland County recently contacted several communities about providing the administration of the General Assistance (GA) programs for several Towns. This initiative began out of need by some Towns. Multiple towns contracted with Opportunity Alliance to provide General Assistance on their behalf and were recently notified of Opportunity Alliance no longer providing this service.

County Administrator Jim Gailey inquired with Town's within Cumberland County to determine their level of interest in this proposed program. Several Town's voiced their interest in the program and the interest far exceeded the County's immediate capacity. The County is looking to systematically begin this program with the Town's that lost Opportunity Alliance assistance along with Town's in similar geographic regions. Casco is located in one of the geographic regions.

I have spoken with our General Assistance Administrator about this potential partnership, and she believes this would be beneficial for the Town reasons. It provides the towns with consistent interpretation of GA eligibility, provides a centralized record keeping for the a region and eliminates unanticipated interruption of her work flow and permits her to focus on her Town Clerk duties.

Included in your packet is a copy of the contract that would be for one (1) year at a contracted service amount of approximately \$10,140.

12. The Selectboard will consider a lease purchase agreement with Androscoggin Bank for a John Deere Backhoe

Included in your packet is a lease purchase agreement with Androscoggin Bank for the purchase of the John Deere 310SL Backhoe. The terms of the lease purchase are for 5 years with the first payment being paid at closing and not penalty for early payoff of the agreement. The total amount financed is \$178,300 at 5.45% with an annual payment of \$39,541.42. The total interest being paid on the lease purchase is scheduled to be \$19,407.09.

Your packet also includes a resolution for the approval of the agreement.

13. The Selectboard will consider making August 8, 2023 as a workshop to tour Point Sebago and Club Sebago Association properties

At the last meeting, the General Manager of Point Sebago invited the Selectboard to tour their facility. Your next Selectboard meeting appears a perfect opportunity to tour the facilities because one member of the Board will be out of the country, and I will be at the annual

confirmed his availability to provide the tour of the facility for the Selectboard and be able to answer any questions that they may have.

14. The Selectboard will discuss employees' work hours.

A current trend in Maine municipalities is a transition from a traditional 5-day 40-hour work week to a 4-day 40-hour workweek. Several communities have done this for years (Raymond, New Gloucester, Sebago) and some recently switched (Bridgton, Naples, Windham). Our employees approached me about the Town exploring this option. I have included an unscientific survey conducted by the Maine Town Clerk's Association relating to 4-day work weeks.

This agenda item is intended to initiate the dialogue relating to this style work week and determine the Selectboard's willingness to further examine this opportunity. We currently have staff monitoring the transaction levels on Monday's and Fridays for possible future dialogue. If this was to take place, I would not anticipate it occurring until autumn and after multiple meetings outlining the details of any schedule change.

15. The Selectboard will consider MMA Annual Election

Included in your packets is the proposed ballot of officers and new Board of Director members for 2024. This is a slate based vote and the ballot was recommended by the MMA nomination committee and the MMA Board of Directors.

16. The Selectboard will consider a Settlement Agreement with Hello Doggie Daycare and Migis Lodge, LLC.

Included in your packet is an agreement negotiated by Town counsel (Benjamin McCall) and the attorneys for Hello Doggie Daycare and Migis Lodge. The agreement states Hello Doggie Daycare has until August 18th to collect the required signatures for a petition driven Town Meeting warrant article. If the certified signatures are not met, Hello Doggie Daycare agrees to close within 30 days. If sufficient number of signatures is obtained, the Town will not take further action until the article is voted on at a Special Town Meeting. The Town and Hello Doggie Daycare would then honor the will of the voters at the Special Town Meeting.

This agreement requires that the Selectboard authorize the Town Manager the authority to sign this agreement on behalf of the Town.

Casco Bulky Waste Coupon Policy

1. Each qualifying resident receives a booklet of coupons worth 2000 lbs.
2. A qualified resident is a home owner with a dwelling and does not include dwelling units in a trailer park, campground or seasonal facilities.
3. The policy for rental units is one per taxpayer per parcel irrespective of the number of units (subject to #2 above). An owner may distribute to their tenants.
4. If there is more than one home on a parcel, only one book of coupons will be issued per taxpayer irrespective of the number of units on each parcel. An owner may distribute to their tenants.
5. Owners MUST have a CURRENT, VALID building permit for a residential dwelling on vacant lots to qualify for coupons. Vacant lots with campers DO NOT qualify for coupons.
6. No coupons will be issued to commercial properties unless there is also an existing dwelling.
7. In the event of a transfer of a qualified dwelling the new owner qualifies for a book of coupons.
8. Subdivisions and vacant lots do not qualify for coupons unless a CURRENT, VALID building permit for a residential dwelling exists.
9. An owner may give coupons to others.
10. Tickets are redeemable **only** for materials brought into Bulky Waste & are not for purchasing anything.

Saving Tip: Bring in all metal separately and no coupons will be necessary.

Important! Casco Property Owners Will Receive One (1) Book Annually
Duplicates Will Not Be Issued



STATE OF MAINE
 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
 BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

**Section I: Licensee/Applicant(s) Information;
 Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): <u>Miqis Lodge Inc.</u>	Business Name (D/B/A): <u>Miqis Lodge</u>
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <u>30 Miqis Lodge Road Casco</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <u>Po Box 40 S. Casco ME 04077</u>
Mailing address, if different from DBA address:	Email Address: <u>Miqis @ miqis.com</u>
Telephone # Fax #:	Business Telephone # Fax #: <u>207-655-4524</u>
Federal Tax Identification Number: <u>01-0395229</u>	Maine Seller Certificate # or Sales Tax #: <u>204941</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>miqis.com</u>

1. New license or renewal of existing license? New Expected Start date: _____
 Renewal Expiration Date: 8/14/23

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: \$2,173,616 Beer, Wine or Spirits: \$275,277 Guest Rooms: \$4,704,593

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer) Wine Spirits

4. Indicate the type of license applying for: (choose only one)

- Restaurant (Class I, II, III, IV)
- Hotel (Class I, II, III, IV)
- Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV)
- Tavern (Class IV)
- Qualified Caterer
- Class A Restaurant/Lounge (Class XI)
- Hotel – Food Optional (Class I-A)
- Auxiliary
- Other: _____
- Self-Sponsored Events (Qualified Caterers Only)
- Class A Lounge (Class X)
- Bed & Breakfast (Class V)
- Mobile Cart

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

Migas Hotel Group 506 Main St. # 26 Westbrook ME 04092

6. Is the licensee/applicant(s) citizens of the United States? Yes No

7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Inn at Ocean's Edge	HOT 2004-2007	20 Stonzcoast Road Lincolnvillz ME 04849
Black Point Inn	4075	510 Black Point Road Scarborough ME 04074

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Jed O. Porta	12/21/80	Portland ME

Residence address on all the above for previous 5 years

Name	68 Codman St.	Address:	Portland ME
Name		Address:	
Name		Address:	
Name		Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 43

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

lobby, dining room and front porch/terrace area

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Casco Alliance Church

Distance: 2.5 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: JULY 8TH, 2023

Jed O. Porta
Signature of Duly Authorized Person

JED O. PORTA
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

Please Note: The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

This Application will Expire 60 Days from the date of Municipal or County Approval unless submitted to the Bureau

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

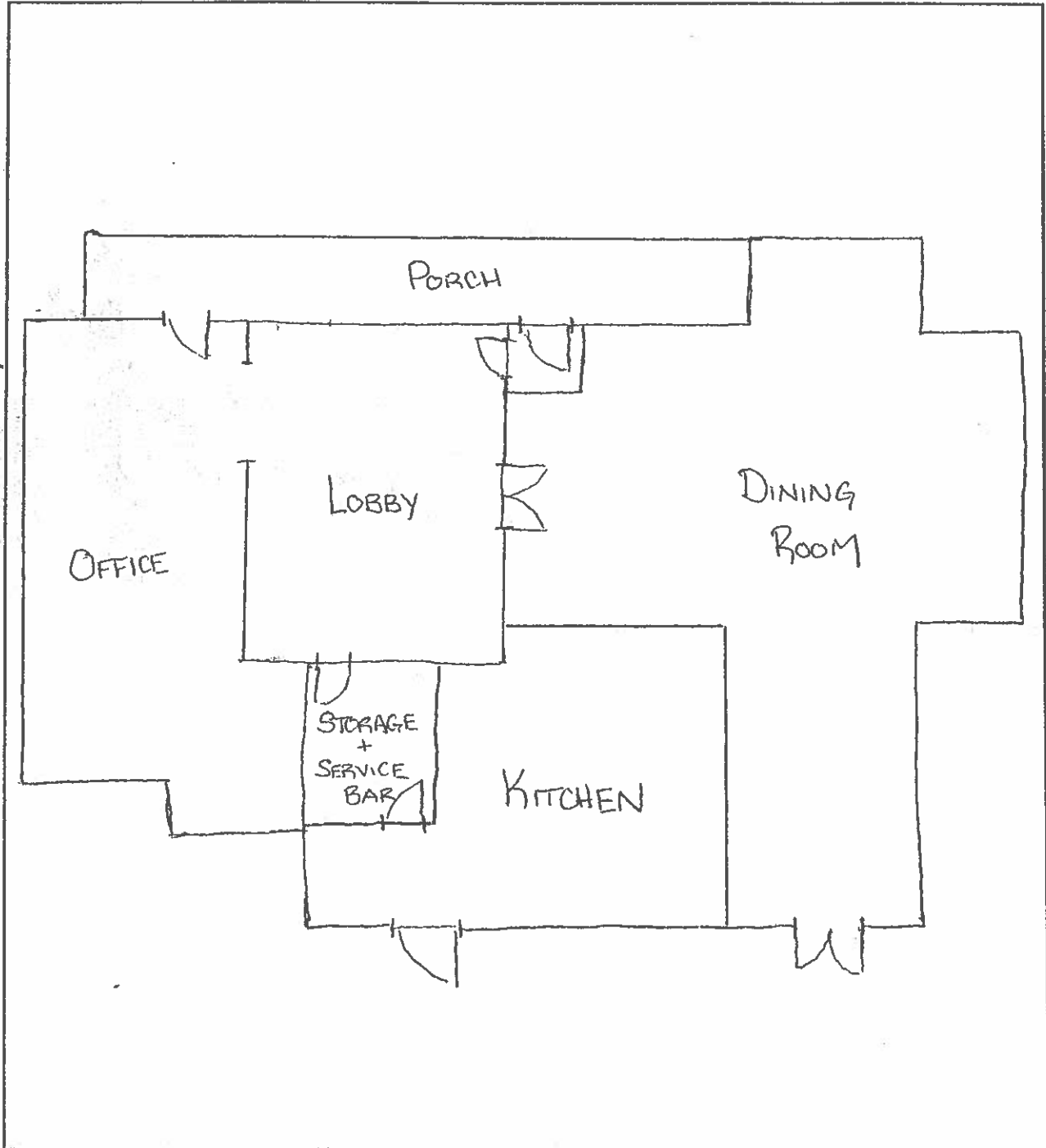
1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

- Exact legal name: Miqis Lodge Inc
- Doing Business As, if any: Miqis Lodge
- Date of filing with Secretary of State: 1/84 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Timothy G Porta	106 Waldron Point Road	3/3/44		20
Joan S. Porta	Calco ME 04015	11/8/44		20
Jed Porta	68 Codman St. Portland ME 04103	12/21/80		12
Christine Porter	5532 US Highway 36 Estes Park CO 80517	4/15/68		12
Michael Porta	10 Arbor St Wenham MA 01984	2/12/71		12
Ian Ross	17 Swett Road Windham ME 04062	12/4/72		12
Susannah Ross	29 Mitchell Road / Calco ME (prev) 99 Fulton St #4-6 Boston MA	9/25/71		12

(Ownership in non-publicly traded companies must add up to 100%.)



Septic System Subsidy Program Policy

Section 1. Purpose: The purpose of this policy is to establish a program or sub-grant process for the purpose of assisting Casco residents to replace or upgrade older, faulty septic systems that have potential to do harm to drinking water resources.

This program is funded as a result of a Natural Resources Damages Compensation Agreement through the Maine Department of Environmental Protection from the Waste Motor Oil Disposal Site Remediation Program, commonly referred to as the Tenney Hill Waste Oil Fund. The intent of this policy is to fairly and transparently support projects that protect, restore, enhance, or preserve the quality of drinking water supplies. The program will end when all the resources from the fund are dispersed.

Section 2. Eligibility

The Town of Casco has the authority to determine the eligibility or ineligibility of all proposed projects. This program is available to Casco residents only. Assistance is one-time only and must be for the applicant’s primary residence. All applicants must agree to all provisions of the program policy and meet conditions prior to receiving funding.

To be considered eligible, the location shall be the applicant’s primary residence, applicants must submit demonstrated evidence of system failure or stress with useful life of less than three years as certified by a licensed soil scientist, professional engineer, or site evaluator and their family income be below 90% of Maine’s medium family income

Applicants may be eligible for up to a maximum of \$12,000 in funding

This policy shall be applied retroactively to cover septic systems for which the applicant first applied for a permit from the Town to replace their septic as of March 1, 2020.

Section 3. Repayment

The purpose of the Program is NOT to improve properties with the intent of resale at a higher price, but to provide incentive to improve Casco properties for the protection of water resources. Therefore, if the subject property is sold within five years of project completion, the owner shall pay back to the Town the following amount:

- Within 1 year → Owner pays back to Town 100% of grant award
- Within 2 years → Owner pays back to Town 80% of grant award
- Within 3 years → Owner pays back to Town 60% of grant award
- Within 4 years → Owner pays back to Town 40% of grant award
- Within 5 years → Owner pays back to Town 20% of grant award
- After 5 years → there is no repayment.

The owner, upon award of funds as a result of this policy, is required to record a notarized document with the Registry of Deeds concerning repayment with applicable dates for the grant within five business days. The owner shall provide proof of recording of this document to the Casco Town Manager.

TOWN OF CASCO
Septic System Subsidy Program Policy

Section 4. Process

The Town of Casco Town Manager or designee will receive and review each application. Upon determination that an application is complete and meets the criteria established by the Selectboard, The Town Manager can approve the project for funding. The Town Manager will report to the Selectboard all applications that have been approved for funding-The applicant may be required to provide more information.

Once approved, applicants will have one year from the date of approval to commence work. Upon completion of work and certification from the Town Manager or designee that the work has been completed consistent with the application, the recipient shall submit a request for reimbursement along with paid bills/invoices for the approved work to the Town Manager or designee. In some cases, the Town Manager may make an exception and pay the contractor directly, but this must be provided for as part of the approval of the grant funding.

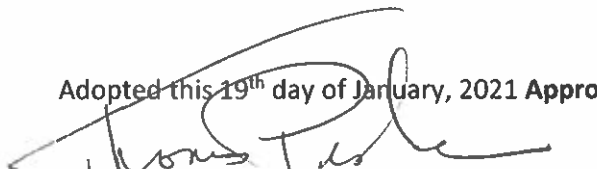
Section 5. Permit Requirements

The grantee/recipient shall be responsible for securing all required construction, electrical, and other permits from the Town, and from State or Federal agencies. Failure to do so will result in disqualification from funding.

Section 6. Other Provisions

This Section is not a prohibition on a member of the Selectboard or Town Employee from applying for and receiving a grant for that applicant's primary residence, as long as the Selectboard member or employee meets all standards and requirements of this Policy.

Adopted this 19th day of January, 2021 Approved by Casco Selectboard:



Thomas Peaslee



Holly Hancock

Mary Vinessa Fernandes


Scott Avery



Robert MacDonald

Projects must protect, restore, enhance or preserve the quality of groundwater resources and drinking water supplies.

Item 10.#

Required Project Information

IMPORTANT

Please take the time to read through the program policy and rules. Failure to comply may result in a denial of funding.

Mail/drop off form with all applicable materials to: Casco Town Office
635 Meadow Road,
Casco, ME 04015

A. General Information

1.	Applicant's Name:	
	Physical Address of project:	

B. Eligibility

To be eligible all questions below must be Yes			
1.	Is the property the applicant's principal residence		
	___ Yes		
	___ No (If the answer is no, no funding can be provided)		
2.	Is there demonstrated evidence of system failure or stress with useful life of less than three years required?		
	System Failure ___ Yes ___ No		
	Stress with useful life less than 3 years ___ Yes ___ No		
3.	Is applicant's household income below 90% of Maine's median income which is \$49,882 as of 12/2020.		
	___ Yes ___ No		

Applicant Signature Date

Office Use Only:

Date Received: _____

Town Manager Signature Date

**CUMBERLAND COUNTY CONTRACT FOR GENERAL ASSISTANCE
ADMINISTRATIVE SERVICES**

July 1, 2023 to June 30, 2026

**CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATION SERVICES BY AND
BETWEEN THE CUMBERLAND COUNTY COMMISSIONERS AND THE
TOWN OF CASCO**

This Contract, effective July 1, 2023 is made by and between the Town of Casco, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide General Assistance Administration services within the town limits of Casco, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN expects the maintenance of a high level of general assistance administration services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the general assistance administration services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional general assistance administration services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its general assistance administration services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Social Service Coordinator shall mean an individual who is employed by the COUNTY to perform the administration of general assistance duties outlined in Article 2 of this contract

and designated by the municipal officials of said TOWN as their GA Administrator per State law and/or Charter.

B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

C. Town Office shall mean the central office location of the TOWN.

D. Electronic database shall mean a system developed to track General Assistance clients and benefits.

ARTICLE 2 – LEVELS OF SERVICE

1. General Assistance Administration Services

1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.

1.1.2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:

- A. The County will be designated to administer the Town's General Assistance Program.
- B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the Town's General Assistance Ordinance, rules and regulations.
- C. The Social Service Coordinator will file all appropriate reports with the state and Town officials who have ultimate authority over responsibility for the administration of the program.
- D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the Town and County.
- E. Towns may opt in-office or remote casework from Social Service Coordinator. Towns also shall inform the County of the number of set hours per week the Town would like designated office hours.
- F. Initially, the Town and the County will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

- G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number XXX-XXX-XXXX. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appoint with the town Social Service Coordinator. The Town will be billed for the provision of the afterhours assistance in the amount of \$65.00 per hour prorated by fifteen-minute increments.
- H. If the Town or County needs to increase or decrease the contracted hours, the contract may be renegotiated.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

- 1.1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
- 1.2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- 1.3. Future space planning shall be coordinated with the COUNTY and the TOWN.
- 1.4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas,

driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town’s Ordinances

2.1. The TOWN shall provide to the COUNTY access to the Casco Town Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 5 – TERM

- 1. This Contract shall remain in full force and effect commencing July 1, 2023 to June 30, 2026 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
- 3. The contract is subject to annual funding appropriated by the TOWN’s legislative body or by town meeting.
- 4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

- 1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN’s budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The Town will contract for three (3) hours per week with an annual fee of \$10,140.00. If services exceed the three (3) hours per week, or services are required on weekends, those additional hours will be assessed at \$65.00 per hour. The Town may, upon written request to the County, increase hours of service based upon need. Billing will be sent out on a monthly basis, at a rate of \$65.00 per hour.
 - B. The Town will be responsible for mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.
- 1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 9 – AUDIT OF RECORDS

The Town Manager or his/her/they designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 10 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of Administrator performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 11 – INDEMNITY

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2026. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own General Assistance Administrator; the COUNTY and the TOWN agree there will be no lapse in services. In the event of termination, the individual designated as General Assistance Administrator shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing General Assistance Administrative services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

2. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she/they has full power and authority to make and execute this Contract pursuant to the power so vested in him/her/them under the Constitution and Laws of the State of Maine.

2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

3. The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF CASCO, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF CASCO

BY: _____

TOWN MANAGER

DATE: _____

July 17, 2023

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

MUNICIPAL LEASE PURCHASE PROPOSAL

- Lessee:** Town of Casco
- Equipment:** One (1) Backhoe with equipment and accessories (as detailed in invoices and proposals to be provided by the Lessee prior to closing).
- Cost of Equipment:** \$178,300.00
- Lease Term:** 5 Years
- Interest Rate:** 5.45% (Fixed -Tax Exempt)
- Number of Payments:** Five (5) Annual payments of principal and Interest
- Payment Amount:** \$39,541.42* (*Final payment may vary.)
- First Payment Due:** The first payment of principal and interest shall be due at the time of closing. A closing date is scheduled for July 25, 2023, but may be changed upon request.
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title (if required)** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title documents and UCC-1 filing statements as required. Lessor will also hold a security interest in any lease escrow account associated with this transaction.

Non-appropriation: The lease will contain a non-appropriation clause.

Confirmation: Lessee to confirm that anticipated total borrowings for 2023 year will not exceed Ten Million dollars (\$10,000,000.), making the lease “Bank Qualified”.

Type of Lease: The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.

Advances / Deposits: If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.

Legal Opinion: Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must state that the lease represents a valid and binding obligation of the lessee and further that the lease is a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.

Financial Data: Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year’s budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.

Lease Rates: This Lease request will be closed within 30 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.

Expiration: This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on August 4, 2023.

Thank you for the opportunity to present this lease proposal for your consideration. If you are in agreement with the terms of the proposal, please sign and return it via email. Should you have questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Director
Government Banking

AWARD / ACKNOWLEDGEMENT (please signed and return via email):

This proposal is accepted and this financing is awarded to Androscoggin Bank.

Name & Title

Date: _____

**Lease Amortization Schedule -Town of Casco
5 Year Lease - Backhoe**

Annual Rate 5.45%

	Start Date	Amount	Number	Period	End Date
Lease	7/25/2023	\$178,300.00	1		
Payment	7/25/2023	\$39,541.42	5	Annual	7/25/2027

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
7/25/2023	\$39,541.42		\$ 39,541.42	\$ 138,758.58
7/25/2024	\$ 39,541.42	\$ 7,562.34	\$ 31,979.08	\$ 106,779.51
7/25/2025	\$ 39,541.42	\$ 5,819.48	\$ 33,721.94	\$ 73,057.57
7/25/2026	\$ 39,541.42	\$ 3,981.64	\$ 35,559.78	\$ 37,497.79
7/5/2027	\$ 39,541.42	\$ 2,043.63	\$ 37,497.79	\$ -
<u>Totals</u>	<u>\$197,707.09</u>	<u>\$ 19,407.09</u>	<u>\$ 178,300.00</u>	

(INCOMPLETE) LISTING OF TOWNS/CITIES WITH 4-DAY WORKWEEKS

(SORTED BY POPULATION)

Item 14.#

1. (707) St Agatha has changed to 4 day a week as of May 1st, but we are not 10 hours days due to our population not being many, we are 700-800 people. Our weekly times are Mondays Closed, Tuesday & Wednesday 7:30am-5:00pm, Thursday 7:30am-6:00pm, Friday 7:00am-4:00pm

2. (1,054) Solon is currently open 34 hrs a week. M-Th 8-4 (not closing for lunch) with extended hours on Wed till 6pm. We used to be open only M, W & F (only 7 hrs /day) but streamlined to M-Th. Only a couple of people have outwardly complained about not being open on Fridays but overall, the best decision we've made.

3. (1,086) Garland - The Town Clerk and myself work 4 nine hour days for 36 hours per week and we have one part-time assistant who works 4 five hours days (20hrs). We work Tuesday - Friday and this seems to work well for everyone.

4. (1,156) Fayette – Mon, Tues, Wed 7 – 4:30, Thurs 7-6:30 closed Friday

5. (1,187) Wayne changed last year to a 4-day work week, Tues thru Friday. We are considered full time at 32 hours total=full time benefits...residents seemed to adjust without any complaints.

6. (1,350) Chesterville – Tues, Thurs & Fri 9-5, closed Mon & Wed

7. (1,530) Peru has been a 4/10 town for a very long time. We are closed on Wednesday each week.

8. (1,564) Pownal we have been a 4 day work week for about 13 years. We do a long day on Monday (open until 6:30) and then regular 9-hour days Tuesday, Wednesday, and Thursday. That gives us a 38-hour work week with being open for 34 hours a week to residents. It works VERY well! It is also a great recruitment option for new employees. Who doesn't want a 3-day weekend!!

9. (2,081) Damariscotta made the switch to 4 10-hour days in October of 2018. We pulled some data from Trio and found that we only had 12 people take advantage of our late (one hour extra) night over 5 years. We set our hours to M, T, TH 7am - 5:30pm and we always did 1-5 on Wednesdays with us being here at 7:30 Wednesday morning to work on state reporting etc. We have far more people utilize the 7:30 opening time than we ever did on the late night! Most customers find they can hit us before they go to work. The townspeople were a mix of positive & negative comments. We all love our Fridays off! No one is going to be completely happy all the time - some want late evening hours some will want early morning. I think we figured out that with the 4 10's we are actually here a few more hours (that's how we sold the Board on the idea)

10. (2,202) Canaan has not changed but are considering it for next year and adding a 3rd full time position.

(INCOMPLETE) LISTING OF TOWNS/CITIES WITH 4-DAY WORKWEEKS
(SORTED BY POPULATION)

-
11. (2,212) Orland - The Town of Orland changed to 4 - 8 hour days about 2 years ago (we use to have 5 - 6.5 hour days), and the staff loves it! Some of the residents complain about us not being open on Mondays, but most like the extended hours on the days we are open. I hope this is helpful!
12. (2,593) Mexico Hours: Monday Closed, Tuesday 8-4, Wednesday 8-6, Thursday 8-4, Friday 8-4
-
13. (2,635) Readfield – Mon & Tue 8:30-4:30, Wed 12-6, Fri 7:30-3:30, closed Thursday
-
14. (2,697) Pittston just started this week, Monday Closed, Open Tuesday, Thursday, Friday – 9 am to 5 pm – Wed 11 am to 7 pm. I work 4 10 hr. days. Too soon to tell how it is working.
-
15. (2,729) Chelsea – Tues – Fri 8:30-4:30, Wed 8:30-6, closed Mondays
-
16. (2,756) Benton – Mon, Tues, Thurs, Fri 8 A – 3 P, closed Wed.
-
17. (2,852) Corinth – Tues – Thurs 8-6, Fri 8-4, closed Mondays
-
18. (2,941) Farmingdale – Mon, Tues, Thurs 7:30 -4, Wed 10-7, closed Friday
-
19. (3,088) Holden – Mon – Thurs 8-5:30 pm
-
20. (3,097) Alfred did not necessarily change to a 4-day work week, it's been that way for some time. However, we did recently change our hours to 4-9hr days, working 8-5 daily. I think like most things there were residents that were upset, and those that understood. The biggest part of our change was taking the Tuesday late night away. This was done by choice of our Board.
-
21. (3,483) Clinton – Mon, Tue, Thurs 7-4:45, Wed 7-6, closed Friday.
-
22. (3,505) Richmond has been 4-10 hours day for a few years now. Mon-Thurs 7am to 5pm. Our residents know our hours. They are happy they can get their business done before they go to work 😊
-
23. (3,720) Litchfield – Mon – Thursday 8:30 – 6
-
24. (3,810) Wiscasset does the 4 – 10 hour days. We open at 7am and close at 5. We work (cash-up etc....) until 5:30. We have a major traffic problem here in Wiscasset and it's almost impossible to access the Town Office especially on Fridays. The majority of residents love the hours. Very few have had issues with it.

(INCOMPLETE) LISTING OF TOWNS/CITIES WITH 4-DAY WORKWEEKS
(SORTED BY POPULATION)

25. (4,220) Monmouth, Hours: Monday - 10am to 6pm; Tuesday - Thursday - 9am to 5pm.

26. (4,414) China **Town Office Hours** Monday, Tuesday, Thursday, Friday 7:30am - 4:30pm
Closed Wednesdays (Closed all State & Federal Holidays.)

27. (6,381 Oakland, Monday-Thursday, 7:00am – 5:00pm.) Hello Mary - I know we've already spoken about the Monday thru Thursday hours/days. Prior to the new schedule we were working five (5) ten (10) hour days which started in April 2021. We worked the schedule so that everyone would have a day off during the week. However, we found that between vacation time, training and some working in two (2) departments this was getting impossible. On May 1, 2023, we started our new schedule, as it is now, and seems to be going well. Of course we have some individuals that make unpleasant comments but they are the same group that unfortunately show little regard for our office. We constantly remind our patrons of the new hours. We encourage others that feel the need to come in earlier than 7:00 am, then we will be here for them. Surprisingly, there are more positive comments that make up for those which are negative. This past Friday I came into the office for a bit in the morning. I am on salary, so no extra pay, but a good time to come in with the office being **closed and no phones!** Jan

28. (6,675) Elliot – Mon-Thurs 7-4:30

29. (7,685) Winslow, I know we talked the other day, but I just wanted to reply to this for the Selectboard and anyone else there. We've been open Monday-Thursday from 8 am – 6 pm for about a year and a half. The few complaints we get are far outweighed by the people who are happy that they can make it here after work. The hours give residents more flexibility. As far as employees, most of our employees love the schedule. 3-day weekends make such a difference and allow more of a life/work balance. We do allow flexibility for employees in positions that can reasonably be accommodated who prefer to work 5 – 8-hour days or slightly different hours. These positions are mainly ones that don't need to be available to the public for the full 40 hours a week such as Human Resources, Assessing, Town Manager, etc. Many of them work 8-5 and come in for the extra hours on Friday.

30. (8,098) Cumberland – Mon – Wed 8-5, Thurs 8-6, closed Fridays

31. (8321) Bath Monday - Thursday 7:30 AM - 12:00PM, 1:00PM - 5:30 PM

32. (9,596) Kittery, we ended up changing from the 4 10-hour days back to the 5 days a week due to not being open on Fridays and the Clerk's staff having young kids. We did not get home until well after 6:30pm, which made it difficult for childcare. Just wanted to share a different view on the 4 – 10 hours days. I LOVED them when I didn't have a toddler though hahahaha. Our residents liked it too, but we had a few people that hated it and wanted us open on Fridays as well.

(INCOMPLETE) LISTING OF TOWNS/CITIES WITH 4-DAY WORKWEEKS
(SORTED BY POPULATION)

33 (11,964) Falmouth is 7-5 on Mondays and 8-5 Tuesday through Thursday! Love it!

34 (17,549) Gorham started a 4 day work week on July 1. The first week went well. We work from 7-5 Monday - Thursday. We went from working 8-4 M-W, 8-6:30 Thur and 8-1 Friday so it will get some getting used to for our late night customers. Hopefully it catches on soon. The employees enjoy the 3 day weekend!

35 (19,214) Saco hasn't changed the hours yet. We do have our Police Dept. going before the City Council on Monday night (07/10/202) to see if they can change to a 4 day-10-hour schedule. (19,214) -10-hour schedule.

36 (20,571) Scarborough went to 4 - 10-hour days on May 1st and we have positive comments over all - some negative, but mostly positive. Gorham and Windham both went to 4 - 10s July 1st I believe.

37 (20,625) Sanford switched almost a year ago, will be a year at the end of August. We still have customers that try to come on Friday's and are discouraged by the locked door to our office. It is a little tricky as the school department administrative office is right above us on the 2nd floor (and the only office open) so the outside doors are open for people to come inside. Most of the staff have adjusted to the longer 10-hour days and enjoy the 3-day weekends. I am still struggling with it (call me old fashioned I guess!) as I used to stay in the office for an hour or two to get caught up before leaving for the day. Now working a 10-hour day and trying to stay and accomplish anything is difficult as the brain gets tired and hard to focus. Mondays tend to be busier than before and when there's a holiday on Monday, it is crazy on Tuesday after a 4-day weekend. It is nice though to have that weekday to do running around and errands that used to be crammed in on Saturday mornings. I guess I will get used to it eventually. . **MON – THUR 7:30 am-5:30 PM *CLOSED ON FRIDAYS***

MONDAY
1-May 49
8-May 48
15-May 60
22-May CLOSED
29-May HOLIDAY
TOTAL 157

FRIDAY
5-May 68
12-May 74
19-May 71
26-May 121
/ /
TOTAL 334

MONDAY
5-Jun 69
12-Jun 41
19-Jun HOLIDAY
26-Jun 39
/ /
TOTAL 149

FRIDAY
2-Jun 68
9-Jun 49
16-Jun 33
23-Jun 20
30-Jun CLOSED
TOTAL 170

MONDAY
3-Jul 76
10-Jul 30
17-Jul 34
TOTAL 140

FRIDAY
7-Jul 37
14-Jul 48
/ /
TOTAL 85

MONDAYS 446

FRIDAYS 499



60 Community Drive | Augusta, ME 04330-9486
1-800-452-8786 (in state) | (t) 207-623-8428

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Catherine Conlow, MMA Executive Director

DATE: July 7, 2023

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 18, 2023, by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2024 Proposed Slate of Nominees to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 7, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 18, 2023. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Elaine Aloes, Chair of the Selectboard, Town of Solon.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org the following Monday. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held on Wednesday, October 4. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2024.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION VOTING BALLOT

Election of MMA Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 18, 2023

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Melissa Doane, Town Manager, Town of Bradley

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Shiloh LaFreniere, Town Manager, Town of Jay

Nathaniel Rudy, Town Manager, Town of Gray

Dina Walker, Selectperson, Town of Weld

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

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

Date: _____ **Municipality:** _____

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

Print Name: _____ Signature: _____
 Position: _____

OR Signed by a Majority of Municipal Officers **Current # of Municipal Officers:** _____

Print Names: _____ Signatures: _____

Return To:
MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
Email: tchavarie@memun.org

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2024 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

MELISSA DOANE (TOWN MANAGER, TOWN OF BRADLEY)

Professional & Municipal Experience:

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – 2020)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coor, Clinical Operations/Secretary/Patient Accounts/Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- Member, Executive Board, Municipal Review Committee (2021 – present)
- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – 2020)
- Chair, Sponsorship Committee, Maine Town, City & County Management Association (2020)
- Member, Maine Town, City & County Management Association (2005 – present)
- Member, Maine Town & City Clerks Association
- Member, Maine Municipal Tax Collectors & Treasurer Association
- Member, Maine Welfare Directors Association
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

Education:

- Business Management Studies, Husson College
- Associate degree, Business Management, Beal College
- Associate degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

Awards and Certifications:

- Certified Municipal Manager, Maine Town, City & County Management Association
- Rookie of the Year Award, Maine Town, City & County Management Association (2009)
- State of Maine Notary
- State of Maine Dedimus Justice

MMA EXECUTIVE COMMITTEE MEMBERS
(3-Year Terms)

SHILOH LaFRENIERE (TOWN MANAGER, TOWN OF JAY)

Professional & Municipal Experience:

- Town Manager, Town of Jay (2014 - present)
- Treasurer, North Jay and Jay Village Water District (2005 - 2022)
- Code Enforcement Officer, Town of Jay (1997 - 2014)
- Environmental Cod Administrator, Town of Jay (1997 - 2010)
- Wellness Coordinator, Town of Jay (2005 - 2014)
- E911 Addressing Officer, Town of Jay (2010 - 2014)
- Deputy Finance Director, Town of Jay (2012 - 2014)

Other Experience, Committees and Affiliations:

- Institute for Civic Leadership, Maine Development Foundation (2022)
- Member, Maine Town, City & County Management Association (2014 - present)
- Maine Town, City and County Management Association, Ethics Committee (2020 - present) and Membership Services Committee (2021 - present)
- Androscoggin Valley Council of Governments, Vice President (2022 - present); Executive Committee (2019 - present)
- Past Member of the State of Maine Technical Building Codes and Standards Boards (2008 - 2014)
- NorthStar Ambulance Advisory Board (2014 - present)
- Member, Jay-Livermore-Livermore Falls Chamber of Commerce (2014 - present)

Education:

- BS in Business Management, Liberty university, Lynchburg, VA (December 1996)

Awards and Certifications:

- Rising Star Award, Maine Town, City & County Management Association (2017)
- State of Maine Notary

NATHANIEL RUDY (TOWN MANAGER, TOWN OF GRAY)

Professional & Municipal Experience:

- Town Manager, Town of Gray (2021 - present)
- City Manager, City of Hallowell (2016 - 2021)
- Executive Director, Waterville Creates (2014 - 2016)
- Director of Planning and Development, City of Gardiner (2011 - 2014)
- Business Development Specialist (2010 - 2011)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association Legislative Policy Committee (2018 - 2021; 2022 - present)
- Member, Governor's Commission on Volunteerism aka Volunteer Maine (2020 - 2023)
- Board of Directors, Maine Council on Aging (2019 - 2023)
- Program Advisory Committee, University of Maine School of Architecture (2016 - present)
- Board of Directors, EcoMaine (2021 - 2022)
- Board of Directors and Treasurer, Kennebec Valley Humane Society (2019 - 2021)
- Board of Directors, Delta Ambulance (2017 - 2021); Vice President (2020 - 2021); Finance Committee (2019 - 2021)
- General Assembly, Kennebec Valley Council of Governments (2016 - 2017 and 2020 - 2021); Secretary of Executive Committee (2016 - 2017)
- Board of Directors, Independent Retailers Shared Services Collaborative (2012 - 2021); Treasurer (2012 - 2021)
- Board of Directors, Maine Craft Association (2012 - 2018; Vice President, 2014 - 2018)

NATHANIEL RUDY (TOWN MANAGER, TOWN OF GRAY) *(continued)*

- Executive Director and Board Secretary, Gardiner Board of Trade (2011 - 2014)
- International City / County Managers Association
- Maine Town / City / County Managers Association
- Maine Association of Realtors (2013 to 2020)

Education:

- Master of Business Administration, 4.0 GPA, Thomas College, Waterville, Maine
- B.S., Environmental Science and Engineering, Cum Laude, 3.5 GPA
- Virginia Polytechnic Institute and State University (Virginia Tech), Blacksburg, Virginia
- Harvard Kennedy School Executive Education Program, Negotiation Strategies (2023)
- Harvard Kennedy School Executive Education Program, State and Local Government (2019)
- New England Economic Development Course, Thomas College (2010)
- Graduate studies in Civil and Environmental Engineering, Virginia Tech

Awards and Certifications:

- Certified Manager, International City / County Managers Association (2023)
- Certified Manager, Maine Town / City / County Manager Association (2019 - 2025)
- Community Development Block Grant Administrator (2018)
- Build Maine Conference Team, Lewiston, Maine (2017 - 2021)
- CityWorks(X)po Conference Fellow, Roanoke, Virginia (2017)
- Maine Licensed Real Estate Broker (2013 - 2020)
- Lead on several Grant Awards (*e.g.*, *US Environmental Protection Agency Brownfields Assessment grant; Maine Bureau of Parks and Lands Submerged Lands Program, Harbor Management and Access Grant Program; Maine Centers for Disease Control and Prevention, Keep ME Healthy grant; Hallowell Fire Station construction grant, private and donation; American Association of Retired People Age-Friendly Community Assessment grant; Harold Alfond Foundation grant; Orton Family Foundation Heart & Soul Community Planning grant; National Park Service Preserve America grant, etc.*)

DINA WALKER (SELECTPERSON, TOWN OF WELD)

Professional & Municipal Experience:

- Selectperson, Assessor and Overseer of the Poor, Town of Weld (2021 – current)
- Election Day Volunteer, Town of Weld (2019 – current)
- Partner, Jones Day (Law Firm), Beijing, China (2016 – 2018)
- International Partner, King & Wood Mallesons (Law Firm), Beijing, China (2012 – 2016)
- Managing Associate, Linklaters LLP (Law Firm), Beijing, China (2011 – 2012)
- Senior Associate, Dewy & LeBoeuf LLP (Law Firm), Beijing, China and Houston, Texas (2009 – 2011)
- Associate, Baker & Daniels, LLP (Law Firm), Indianapolis, Indiana (2005 – 2009)
- Judicial Law Clerk, the Honorable Richard K. Eaton, US Court of International Trade (2004 – 2005)

Other Experience, Committees and Affiliations:

- *Rutgers Law Review*, Editor-in-Chief (2003 – 2004)
- Founder and Organizer, Women's International Forum on Energy (2013 -2016)

Education:

- Rutgers University School of Law, Newark, New Jersey, J.D. (2004)
- University of Pennsylvania, Philadelphia, Pennsylvania, B.A., International Relations (2000)

Awards and Certifications:

- *The Legal 500 (2016)*: “Highly Recommended” Lawyer In the Areas of Projects and Energy (China)
- State of New York, Bar Admission (retired)
- State of Indiana, Bar Admission (inactive)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Inhabitants of the Town of Casco (the “Town”), Hello Doggie, LLC (“Hello Doggie”), Shannon Oliver d/b/a Hello Doggie Daycare (“Oliver” and, together with Hello Doggie, the “Tenant”), and Migis Lodge Realty, LLC (the “Owner”) (collectively, the “Parties”). The Agreement shall be effective as of the date of the last signature thereon (the “Effective Date”).

WHEREAS, Owner owns property located at 90 Roosevelt Trail in Casco, Maine, being more particularly identified on the Tax Maps of the Town of Casco as Map 15, Lot 14 (the “Property”);

WHEREAS, Tenant currently leases the Property from Owner pursuant to a lease dated November 20, 2021;

WHEREAS, Tenant has been operating a kennel on the Property;

WHEREAS, the Town issued a notice of violation dated October 24, 2022, asserting that a kennel was not a permissible use of the Property under the Town of Casco Code (the “Code”), and demanding that such use of the Property cease (the “Alleged Violation”);

WHEREAS, the Town filed a Rule 80K action in Bridgton District Court on or around May 22, 2023, captioned *Inhabitants of the Town of Casco v. Hello Doggie, LLC, et al.*, Case No. BRIDC-CV-2023-77 (the “Lawsuit”);

WHEREAS, Tenant has stated an intent to seek an amendment to the Code that would permit the use of the Property as a kennel;

WHEREAS, the Parties, without the admission of liability by any Party, desire to settle and compromise the claims and controversies among them relating to the Alleged Violation and the Lawsuit;

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual promises, agreements, covenants, and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby AGREED that the controversy shall be settled and compromised upon the following terms and conditions:

1. **Petition for Zoning Amendment:** On or before August 18, 2023, Tenant shall file a petition, proposing a warrant article to amend the Code. The Town shall follow all applicable Code requirements with respect to such a submitted petitioned warrant article, including without limitation the provisions of Section 215-3.3.

2. **Temporary Operation Period:** Tenant shall be permitted to continue operation of the kennel on the Property in its current form until August 18, 2023. If, on or before August 18, 2023, Tenant submits a valid petition, signed by at least the number of registered voters required by 30-A M.R.S. § 2522, for an amendment to the Code that would permit operation of a kennel on the Property, which signatures are thereafter certified by the Town, then Tenant may continue to operate the kennel on the Property until 30 days after the vote takes place on such petitioned warrant article at the next scheduled town meeting. The result of the vote will determine whether Tenant may continue to operate the kennel as of 30 days after the Town Meeting. During these periods of temporary operation, Tenant shall not be permitted to take on any new customers or additional dogs.

3. **Dismissal of Lawsuit Upon Adoption of Amendment:** In the event that any petitioned warrant article filed in accordance with Paragraph 1 above is adopted by the voters of the Town at the next scheduled town meeting, the Parties shall dismiss the Lawsuit with prejudice and without costs to any party. Should there subsequently be a final and binding

determination by a court of competent jurisdiction that the amendment to the Code is invalid for any reason, the Town shall not be precluded by such dismissal of the Lawsuit from asserting that use of the Property as a kennel after the date of such determination is a violation of the Code.

4. Dismissal or Consent Judgment Following Failure of Amendment:

(a) In the event that (i) Tenant fails to submit a petitioned warrant article by August 18, 2023, or (ii) Tenant submits a petition that is ineffective due to the submittal of an insufficient number of certified signatures of registered voters of the Town or due to any other reason, then, within 30 days of the date on which the Tenant fails to submit a petition or of the date on which the petition is determined to be ineffective for any reason, Tenant shall cease to operate the kennel business on the Property.

(b) If the petitioned warrant article fails to be adopted at the next scheduled town meeting, Tenant shall cease to operate the kennel business on the Property within 30 days of the date of said town meeting.

(c) If Tenant complies with the obligations of Paragraphs 4(a) and/or 4(b), the Parties shall dismiss the Lawsuit with prejudice and without costs, except that Tenant shall reimburse the Town for its costs of bringing the Lawsuit, including but not limited to reasonable attorney’s fees, within 30 days of demand. If the Tenant fails to so reimburse the Town, the Town is authorized to file the Consent Judgment attached hereto as Exhibit A.

(d) If Tenant fails to comply with the obligations of Paragraphs 4(a) and/or 4(b), the Town and/or Owner are authorized to file the consent judgment attached hereto as Exhibit B.

(e) In no event shall Tenant’s keeping of its own dogs, not for compensation, be considered a violation of the Code.

(f) Nothing in this Paragraph 4 or elsewhere in this Agreement shall be construed to waive or alter the Owner's rights under its lease with Tenant, including without limitation its right to collect any and all rents due under the lease.

5. **Release by Town:** The Town, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Tenant and the Owner, along with their agents, representatives, employees, attorneys and any and all persons or entities in privity with any of the foregoing (collectively, "Defendant Releasees"), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys' fees, whether known or not known, suspected or claimed, that Town ever had, now has, or that may later develop, appear or accrue against the Defendant Releasees arising out of or related to the Lawsuit or the Alleged Violation, except to the extent set forth in this Settlement Agreement.

6. **Release by Tenant:** Tenant, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Owner, together with any subsidiaries, parents, affiliates, owners, officers, directors, agents, fellow agents, representatives, employees, attorneys, insurers, and any and all persons or entities in privity with any of the foregoing (collectively, "Owner Releasees"), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys' fees, whether known or not known, suspected or claimed, that Tenant ever had, now has, or that may later develop, appear or accrue against the Owner Releasees arising out of or related to Alleged Violation, the Property, or the Lawsuit.

7. **Release by Owner:** The Owner, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Town, along with their agents, representatives, employees, attorneys and any and all persons or entities in privity with any of the foregoing (collectively, “Town Releasees”), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys’ fees, whether known or not known, suspected or claimed, that Owner ever had, now has, or that may later develop, appear or accrue against the Town Releasees arising out of or related to the Lawsuit or the Alleged Violation, except to the extent set forth in this Settlement Agreement.

8. **Integration Clause:** The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting settlement of the claims released herein. This Agreement supersedes all prior agreements, arrangements and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed jointly by all of the Parties. All representations and promises made by any party to another, whether in writing or orally, are understood by the Parties to be merged into this Agreement.

9. **Duplicate Originals; Authority:** The Agreement may be executed in duplicate counterparts, each of which is considered an original for all purposes. Electronic copies of this agreement and/or its duplicative counterparts shall be considered an original for all purposes.

10. **Additional Warranties:**

A. The Parties warrant that no promise or agreement not herein expressed has been made; that the Parties did not rely upon any statement or representation made by any other Party to this Agreement or by said Party’s agents, servants, employees or attorneys,

but relied solely upon its own judgment with advise of legal counsel that the above-mentioned consideration is received in full compromise, settlement and satisfaction of all the aforesaid claims and demands whatsoever; no promise for other or further consideration has been made; that the consideration expressed herein is the sole consideration for this Agreement; and such consideration is contractual and not a mere matter of recital.

B. In entering into this Agreement, the Parties represent that they have the full right, power, and authority to execute, deliver and perform under this Agreement; that this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; that no consent, approval, authorization, or notice to or from any person or entity is required or necessary for this Agreement’s execution or performance, except that this Agreement shall not be considered binding as to the Town unless and until the same is approved by a vote of the Town of Casco Selectboard; and that no party has assigned, conveyed, or otherwise transferred any claims, causes of action, or rights arising out of or in any way based upon the subject matter of this Agreement.

C. The Parties have made such investigation as they deem necessary and declare that the terms of this Agreement are fully understood and voluntarily accepted by them. This Agreement is freely and voluntarily executed by the Parties after each has been apprised of all relevant information pertaining thereto and after expressly indicating that no further information is required in order to provide informed consent to the terms and conditions of this Agreement.

D. The Parties agree that the provisions of this Agreement are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates acknowledged below.

Inhabitants of the Town of Casco, by
Anthony Ward, its Town Manager

Dated: _____

Hello Doggie, LLC, by
Shannon Oliver

Dated: _____

Shannon Oliver

Dated: _____

Migis Lodge Realty, LLC, by
Jed Porta, General Manager

Dated: _____

From: [Michael Genest](#)
To: [Anthony Ward](#)
Subject: Fwd: 2024 One ton Dump Formal Quote
Date: Tuesday, June 27, 2023 12:04:33 PM
Attachments: [stock# 747262.pdf](#)

Get [Outlook for iOS](#)

From: John Mynahan <john.mynahan@oconnorwheels.com>
Sent: Tuesday, June 27, 2023 11:56:12 AM
To: Michael Genest <mgenest@cascomaine.org>
Subject: 2024 One ton Dump Formal Quote

- Good morning Mike- I have, available on the lot ,today as of this email a 2024 GMC one ton cab and chassis, red in color. I've attached a detail chassis spec sheet and a link to Duramag for you review. This unit will have the following upfit included and installed:
 1. Duramag Aluminum 8 'dump body with full 360 degree amber strobes mounted on body, plus amber strobe mounted to the cab of the Chassis , and hitch assembly
 2. Fisher 2.5yd poly sander
 3. Fisher 96V2S 9'6 stainless V-plow

The total net delivered price for this unit is \$88,565.00 Please note that this is the only bare chassis that I currently have in stock, its available to others, has been previously quoted out, and is subject to prior sale

<https://duramagbodies.com/truck-dump-bodies/>

Regards,

John Mynahan
Fleet & Commercial Sales Manager
O'Connor Motors
199 Riverside Dr.
Augusta, Me. 04330

207-592-0105 Mobile Phone
207-623-0755 Fax
207-622-3191 Office
Email -John.mynahan@oconnorwheels.com

From: John Mynahan <john.mynahan@oconnorwheels.com>
Sent: Tuesday, June 27, 2023 11:34 AM
To: John Mynahan <john.mynahan@oconnorwheels.com>
Subject:

John Mynahan

Fleet & Commercial

Sales Manager

O'Connor Motors

207-592-0105



Messer Truck Equipment
 170 Warren Ave.
 Westbrook, ME 04092
 207-854-9751
 info@messerte.com
 www.messertruckequipment.com

Quote

Item 18.#

Date	Quote #
6/28/2023	8188

Quote valid for 30 days.

Name / Address
Casco Bay Ford 1213 Route One Yarmouth, ME 04096

Attention	Terms	P.O. Number	Acct. Rep	Sales Rep	
Bob	Net 30		BC	Brandon	
Description			Qty	U/M	Total
9' Air Flo Pro-Class 3-4 yd Dump Body Model PCS-9-3-AL			1	ea	33,860.00
Price Includes:					
Installation on 60" C.A. cab chassis					
Aluminum Construction					
Half cab protector shield with punched window					
Double acting removable tailgate					
45 Degree Sloped rub rail					
Fully welded construction					
3" Structural crossmembers 12" on centers, 5" structural channel longills					
Federal 108 lights					
Back-up alarm					
Rear mud flaps with anti-sail brackets					
12 volt electric hydraulic powered subframe hoist with double acting high pressure cylinder					
11 Ton capacity scissor hoist					
1/2" Plate Hitch With 7-Way RV plug and Receiver Tube					
Relocate Backup Camera					
Fisher 2.0 Yard Polycaster, installed (muni discount)					
Fisher 9.6 VX2 SS Installed (muni discount)					
LED mini light bar mounted on top of head board					
(2) LED amber strobes cut into rear post					
(2) LED amber strobes mounted to grill.					

Due to large increases in credit card processing fees, Messer would appreciate it if you would kindly keep credit card purchases to less than \$5,000.00. Checks, Cash or ACH wire are gladly accepted.



Messer Truck Equipment
 170 Warren Ave.
 Westbrook, ME 04092
 207-854-9751
 info@messerte.com
 www.messertruckequipment.com

Item 18.#

Quote

Date	Quote #
6/28/2023	8188

Quote valid for 30 days.

Name / Address
Casco Bay Ford 1213 Route One Yarmouth, ME 04096

Attention	Terms	P.O. Number	Acct. Rep	Sales Rep
Bob	Net 30		BC	Brandon

Description	Qty	U/M	Total
Strobes wired to factory up fitter switches			
Options Not Included In Price: To upgrade to stainless steel drop side dump body in stock, add \$3998.00			

We propose to furnish material and labor, in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quotation. Our workers are fully covered by worker's compensation insurance. Any applicable Federal Excise Tax is not included in the above quotation.

Sales Tax (0.0%)	\$0.00
Total	\$33,860.00

Due to large increases in credit card processing fees, Messer would appreciate it if you would kindly keep credit card purchases to less than \$5,000.00. Checks, Cash or ACH wire are gladly accepted.

Acceptance of Proposal - Sign and Return



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2023 F350 DRW 4X4 REG CHAS
XL 145" WB CHASSIS CAB
7.3L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT

PD A09829

EXTERIOR RACE RED
INTERIOR MEDIUM DARK SLATE VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.640A
- 10-SPEED AUTO TORQSHIFT
- LT245/75R17E BSW ALL-TERRAIN
- 4.30 RATIO LIMITED SLIP AXLE
- FRONT LICENSE PLATE BRACKET
- FORD PRO UPFIT INTEGR REMOVAL
- 14000# GVWR PACKAGE
- 50 STATE EMISSIONS
- SNOW PLOW PREP PACKAGE
- 40 GAL AFT OF AXLE FUEL TNK
- 410 AMP ALTERNATOR
- DUAL BATTERY
- REAR VIEW CAMERA & PREP KIT
- XL CHROME PACKAGE
- .FOG LAMPS
- .BRIGHT GRILLE
- .REMOTE START SYSTEM

(MSRP)

NO CHARGE	
165.00	
385.00	
NO CHARGE	
- 400.00	
NO CHARGE	
250.00	
NO CHARGE	
NO CHARGE	
210.00	
415.00	
225.00	

PRICE INFORMATION

BASE PRICE	\$51,345.00
TOTAL OPTIONS/OTHER	1,250.00
TOTAL VEHICLE & OPTIONS/OTHER	52,595.00
DESTINATION & DELIVERY	1,895.00

EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov

Calculate personalized estimates and compare vehicles



The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2022 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



FORD PROTECT®
Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

1FDRF3HN3PDA09829



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPDA09829 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/

RAMP ONE	
RA04	
RAMP TWO	
	RAIL
ITEM #:	11-C951 O/T 60

TOTAL MSRP \$54,490.00



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

PF222 N RB 2X 345 000232 06 22 23

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



Dealer Information

O'CONNOR CHEVROLET BUICK GMC
199 RIVERSIDE DR
AUGUSTA, ME 04330
Phone: 207-622-3191
Fax: 207-626-5700

1GD39SE71RF140181

Model Year: 2024
Make: GMC
Model: 3500HD Sierra
Regular Cab Chassis, 4WD-TK31003
PEG: PRO-1SA
Primary Color: Cardinal Red-G7C
Trim: 3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim-H0U
Engine: Engine: 6.6L, Gasoline V-8, SIDI-L8T
Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer
Order #: CKVNRM
MSRP: \$53,018.00
Order Type: TRE-Retail Stock
Stock #: 447262
Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options	MSRP
120 Volt Electrical Receptacle, In Cab-KI4	\$150.00
Battery, Auxiliary, 700 CCA-K4Z	\$135.00
Cardinal Red-G7C	\$495.00
Convenience Package-PCI	\$1,100.00
Power Seat Adjuster (Driver's Side)-A2X	\$290.00
Rear Camera Kit for ZW9 Bed Delete or Chassis Cab (SEO)-5N5	\$73.00
Snow Plow Prep / Camper Package-VYU	\$530.00
Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial-NQH	\$200.00
Upfitter / Accessory Electrical Switches-9L7	\$150.00

No Cost Options

10-Speed Automatic-MKM
Back-Up Alarm Calibration (SEO)-SFW
CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions-NE1
Engine: 6.6L, Gasoline V-8, SIDI-L8T
GVW Rating 14,000 Lbs Dual Rear Wheels-G9Y
Rear Axle: 3.73 Ratio-GT4

Other Options

Item 18.#

3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim-H0U
Auto Locking Differential, Rear-G80
Bumper, Front, Chrome-V46
Cruise Control-K34
Defogger, Rear Window Electric-C49
Floor Covering: Rubberized Vinyl, Black-BG9
Front License Plate Mounting Provisions-VK3

GM-AutoBook Order Identifier-R9U
GMC Pro Safety-PDI
Heavy Duty Air Filter-K47
Mirrors, O/S: Pwr Fold.,Man. Ext., Heat, Turn Indicator-DWI
PRO-1SA

Power Door Locks-AU3
SEO Processing Option-YK6

Sensor, Forward Collision Alert-UEU
Steering Column, Manual Tilt & Telescoping-N37
Wheels: 17" Steel, Painted--Dual Rear Wheels-PYW

Alternator, Dual, 170 Amp & 220 Amp

Automatic Emergency Braking-UHY
Bumper: Rear Delete-9J4
Deep Tinted Glass-AKO
Delete: Pick-Up Bed-ZW9
Following Distance Indicator-UE4
Fuel Tank, Dual Front and Rear, 63.5 Gallon Total-N2N
GMC Infotainment System-IOR
Headlamps, Intellibeam-TQ5
Integrated Trailer Brake Controller-JL1
OnStar Communication System-UE1

Painted Wheel Trim Skins, Painted Center Caps-P03
Roof Marker Lamps-U01
Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3
Skid Plates-NZZ
Tires: LT235/80 R17 All Terrain, Blackwall-QZT

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.