



Town of Casco

Selectboard Regular Meeting Agenda

June 17, 2025 at 6:00 PM

Casco Community Center

Regular Meeting

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

Public Hearings

6. The Selectboard will conduct a public hearing on a Mass Gathering by Casco Community Church and consider a Mass Gathering application.
7. The Selectboard will conduct a public hearing on a Mass Gathering application by Casco Day Fair Association and consider a Mass Gathering application.

Old Business

8. The Selectboard will consider awarding the contract for open space planning services.
9. The Selectboard will discuss the sign garage.

New Business

10. The Selectboard will consider the Chairperson and Vice Chairperson for FY26.
11. The Selectboard and Planning Board will conduct a joint review of the proposed Contract Zoning Agreement submitted by Casco Public Library.
12. The Selectboard will consider application for registering Beano/Bing with State of Maine by the Casco Fair Association.
13. The Selectboard will consider a three (3) year contract with Cumberland County Regional Dispatch.
14. The Selectboard will discuss Bureau of Labor inspection.
15. The Selectboard will consider a CMP Pole application.

Executive Session

16. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 06/17/2025A
17. Adjournment

Reminders to the Attending Public: Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence.

Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

Future meeting dates (subject to change)

Month DD, YYYY at HH:MM PM Meeting Name

June 23, 2025 @ 6:30 PM Regular Planning Board meeting

June 25, 2025 @ 6:00 PM Safe Streets

June 26, 2025 @ 6:30 PM Comprehensive Planning Implementation Committee

July 1, 2025 @ 6:00 PM Selectboard Regular meeting



Town of Casco

Selectboard Regular Meeting Minutes

June 03, 2025 at 6:00 PM

Casco Community Center

Regular Meeting

PRESENT

Scott Avery
Eugene Connolly
Mary Fernandes
Grant Plummer

ABSENT

Robert MacDonald

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

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

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

Motion made by Fernandes, Seconded by Plummer.

Voting Yea: Avery, Connolly, Fernandes, Plummer

3. Approval of Minutes: May 13, 2025 & May 20, 2025

The Selectboard moved and seconded to accept the minutes from the May 13, 2025 and May 20, 2025 meetings as presented.

Motion made by Plummer, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

4. Public Participation for non-Agenda items

Tuan Nguyen addressed the Selectboard regarding his concerns over back lot driveways.

5. Manager's Update

A. The property at 50 Rabbit Run is going through multiple legal procedures not including the filing of an 80K suit by the Town. The property is currently progressing through bankruptcy court and the trustee for the court already advised the tenant that they cannot operate any business from the property. If any event is conducted, the tenant will be promptly evicted from the property. Additionally, the owner held an eviction hearing against the tenant and the court decided in favor of the owner.

B. The Town received the Bureau of Labor inspection report. The Fire Department was fined \$700 cited for 5 violations; Public Works was fined \$2,800 for 5 violations; Bulky Waste was fined \$1,400 for 5 violations and the Town was fined \$700 for violation of the dam. Almost all of these violations have already been rectified or will be rectified by next week. I will file for a "penalty discussion" to minimize the fine amounts of behalf of the Town. I anticipate this being an agenda item at your next meeting so the Selectboard and public can see these documents.

C. Both articles passed the school ratification vote on May 20th. The budget passed by a 63 to 23 vote and the Budget Validation Referendum pass by a 46 to 40 vote.

D. GPCOG is finalizing the Capital Improvement survey after receiving constructive feedback from the ad hoc committee. We have modified our web site to include the survey as a front-page button.

E. I met with Mr. Geary last week and the meeting progressed positively. We discussed his concerns, and I brought his perspectives to legal counsel. I am unsure if this dialogue will need to move forward to a future Selectboard agenda item, but I will keep the board up to date on dialogue.

F. Old Business items including the old bank building and easement agreement between the Town and the Library will be on future Selectboard agendas.

G. The Pleasant Lake boat ramp has been repaired and reopened. We anticipate the beach repairs to occur within the next couple weeks.

H. The Town is dealing with a couple of ordinance violations that may need future discussion by the Selectboard. The Animal Control Officer is dealing with a barking dog complaint on Cemetery Drive. The Code Enforcement office is dealing with a junk yard at 131 Tenney Hill Road. Both of these ordinance violations have been issued notice of violations. I anticipate a future dialogue between Drummond Woodsum and the Selectboard relating to these violations.

Old Business

6. The Selectboard will discuss contract zoning with Casco Public Library.

Discussion only. No action was taken.

New Business

7. The Selectboard will consider the liquor license renewal of Point Sebago

The Selectboard moved and seconded to approve the liquor license renewal request from Point Sebago and have the application forwarded to the Bureau of Liquor for final approval.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

8. The Selectboard will discuss recent or upcoming road repairs or updates

Discussion only. No action was taken.

9. The Selectboard will discuss potential FY 26 road projects.

Discussion only. No action was taken.

10. The Selectboard will meet with the Safe Streets Committee projects

Discussion only. No action was taken.

11. The Selectboard will discuss Comprehensive Plan Implementation Committee recommendations.

Discussion only. No action was taken.

12. The Selectboard will discuss a stakeholders collaboration on the Berry property.

The Selectboard moved and seconded to create a stakeholders group from current committees to develop a recommendation for the "Berry Property"

Motion made by Connolly, Seconded by Avery.

Voting Yea: Avery, Connolly, Fernandes, Plummer

13. The Selectboard will consider awarding the Realtor Service contract based on recent Request for Proposal.

The Selectboard moved and seconded to award the Realtor Service bid to Ashley Perron @ AT Realty.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

14. The Selectboard will consider awarding the contract for open space planning services.

The Selectboard moved and seconded to table this discussion until receiving a recommendation from the review committee.

Motion made by Avery, Seconded by Connolly.

Voting Yea: Avery, Connolly, Fernandes, Plummer

15. The Selectboard will consider a consistent date for non-emergency special Town Meeting(s), if necessary.

The Selectboard moved and seconded to establish the Third Wednesday of January as the date for non-emergency Special Town Meetings or previously referred to as Annual Special Town Meeting and the first Wednesday in June for the Annual Town Meeting.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, Connolly, Fernandes, Plummer

16. Selectboard Comments

Scott Avery- Inquired how the new digital coupon system at the transfer station is doing. Scott also reminded everyone that Route 11 is being repaved and to use caution.

Grant Plummer- Noted Heath Road is on terrible condition.

Gene Connolly- Thanked everyone for giving him the privilege of serving as Selectboard chair for the past year. He apologized for not making the last few meetings as he was needed to take care of his mother, who has since passed.

17. Adjournment

The Selectboard moved and seconded to adjourn at 7:25 pm.

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

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Future meeting dates (subject to change)

Month DD, YYYY at HH:MM PM Meeting Name

June 4, 2025 @ 6:30 PM Casco Annual Town Meeting

June 5, 2025 @ 6:00 PM Casco Naples Transfer Station Council Meeting (Naples Town Office)

June 10, 2025 between 8:00 am and 8:00 pm municipal elections Crooked River Elementary School

June 11, 2025 @ 6:00 pm Water Quality Ad Hoc Committee

June 16, 2025 @ 6:00 pm Open Space Commission

June 17, 2025 @ 6:00 pm Selectboard Regular Meeting



Manager's Memorandum
June 17, 2025, Selectboard Meeting

Item 5.#

To: Selectboard
From: Tony Ward, Town Manager
Date: 06-12-2025
Re: Selectboard meeting 06-17-2025

Below are notes for agenda items for June 17, 2025, meeting

5. Managers' Update

- A. Pleasant Lake Beach is scheduled to be repaired by the Selectboard Meeting on the 17th. RN Willey's & Sons are performing the emergency repairs with an estimated cost of \$4,850 for their services and the Town purchased most of the material needed for the repair.
- B. Included in your packet are the election results from June 10th. All winners from a write-in campaign related to Casco Naples Transfer Station Council and Open Space Commission accept their positions.
- C. I recently met Kevin Geary reference is concerns related to docks on Lake Shore Drive. Neither he nor I believe that any further dialogue with the Selectboard is necessary at this time. The root of the problem is being negotiated between parties or will be decided in the court system.
- D. During the Selectboard's previous meeting two immediate actions points were identified. The first action point was communication about the creation of a Berry property stakeholder group. Each stakeholder group has been contacted and requested that a representative be identified. Additionally, Safe Street Committee requested updated data on Quaker Ridge Road traffic speed. The speed trailer has been placed on Quaker Ridge Road near the Rolfe property for the next two weeks. In addition, The CPIC provided a written outline of priority items discussed during the meeting.
- E. GPCOG is finalizing the Capital Improvement survey and is ready for distribution. The survey will be digitally available on our web site and Facebook account. Below is the link or QR code for the digital survey.

QR Code:



Link to the Survey:

<https://www.surveymonkey.com/r/CascoCIP>

Paper copies of the survey will additionally be available at the Town Office, Community Center, and other areas within the Town. We additionally plan on conduct an e-mail postcard mailing of the survey and posting fliers related to the survey in various locations.

A copy of the survey is attached to the Selectboard's supporting documents.

Public Hearings

6. The Selectboard will conduct a public hearing on a Mass Gathering by Casco Community Church and consider a Mass Gathering application.

The Town has received a Major Mass Gathering Permit application from the Casco Village Church for their upcoming Open-Air Fair and Flea Market. The Mass Gathering application is for the dates of July 12, 2025, between the hours of 8:00 am and 1:00 pm. In accordance with the Town's Mass Gathering Ordinance, the application requires a public hearing before the Selectboard.

The purpose of this hearing is to ensure compliance with public safety, health, and welfare provisions outlined in the ordinance.

Residents and interested parties are encouraged to attend and provide input.

7. The Selectboard will conduct a public hearing on a Mass Gathering application by Casco Day Fair Association and consider a Mass Gathering application.

The Town has received a Major Mass Gathering Permit application from the Casco Day Fair Association for their upcoming Casco Days. The Mass Gathering application is for the dates of July 24th through July 26th. In accordance with the Town's Mass Gathering Ordinance, the application requires a public hearing before the Selectboard.

The purpose of this hearing is to ensure compliance with public safety, health, and welfare provisions outlined in the ordinance.

Residents and interested parties are encouraged to attend and provide input.

Old Business

8. The Selectboard will consider awarding the contract for open space planning services.

The bid review committee reviewed all 5 applicants and interviewed Viewshed Planning, Resilience Planning and NorthStar Planning during the week of June 9th. The review committee unanimously agreed and recommend Resilience Planning of Plymouth New Hampshire be awarded the contract for Open Space Planning. The committee found this group creative, energetic and could potentially be a long-term partner in our planning .

9. The Selectboard will discuss the sign garage.

Staff would like to reopen the discussion regarding the potential demolition of the Sign Garage, which has been previously brought forward based on verbal agreements and longstanding concerns about the building's condition.

As noted in earlier conversations, there was a general consensus at the time that the structure was no longer serving its intended purpose and had become a liability due to its deteriorating state. Since then, the condition of the building has continued to decline, raising concerns regarding safety, maintenance costs, and the potential for future use of the site.

Given these factors, it is appropriate for us to formally develop a plan related to either upgrading or demolition of the build. The most economical option is demolition of the building with an estimated demolition cost of approximately \$4,000.

New Business

10. The Selectboard will consider the Chairperson and Vice Chairperson for FY26.

The Selectboard's policy on Rules of Order and Procedures, section 2 state "Officers of the Board shall consist of a Chair and Vice-Chair to be chosen annually at the first Board meeting after the annual town meeting by and from Board members, unless otherwise agreed upon by the Board. The Board shall automatically appoint the Vice Chair to Chair after the annual Town Meeting. The outgoing Chair is prohibited for holding an Officers position for at least one year, unless otherwise approved by the Selectboard. One of the three remaining Selectboard members shall be chosen as Vice Chair. In the event selection of a new Chair and Vice-Chair is delayed, the current officers' terms will hold over. All members of the Selectboard are required to vote. "

Based on this policy, Grant Plummer would automatically become the Chair of the Selectboard, and the Vice-Chairperson would be either Mary Fernandes, Robert MacDonald, or Scott Avery.

11. The Selectboard and Planning Board will conduct a joint review of the proposed Contract Zoning Agreement submitted by Casco Public Library.

The Casco Public Library filed a Contract Zoning Agreement (CZA) request with the Town. The Planning reviewed the initial application and determined they reached substantial agreement on the proposed CZA. Per ordinance, which is included in Selectboard supporting documents, the next procedural step is a joint review by the Planning Board and Selectboard.

The purpose of the joint review is to familiarize the Selectboard with the proposed contract zoning agreement and to give the Selectboard the opportunity to view the proposed contract zoning agreement in its role as administrator.

The review shall include the determination that:

1. The Town's interests are adequately protected and served by the proposed contract zoning agreement.
2. The costs and benefits to the Town are reasonable

This process additionally allows for community dialogue related to the proposed CZA.

12. The Selectboard will consider an application for registering Beano/Bing with the State of Maine by the Casco Fair Association.

Included in your packet is an application being made to Maine Department of Public Safety, Gambling Control Unit by the Casco Day Fair Association for Beano/Bingo.

The application is being submitted by the Casco Day Fair Association for the 2025 Casco Days being held at Casco Day Park on July 24th, 25th and 26th. The local municipality must approve the application prior to submission to the State for review.

13. The Selectboard will consider a three (3) year contract with Cumberland County Regional Dispatch.

Included in your packet is a proposed three (3) year contract with Cumberland County to provide dispatch services and Public Safety Answering Point (PSAP) services. Staff respectfully request that the Selectboard approve the renewal of the dispatching services contract with Cumberland County Regional Dispatch. The proposed renewal term is for three (3) years, with a new expiration date of June 2028.

The contract includes an annual cost increase of 3% and introduces a new \$2,000 technical fee beginning in the second year of the agreement.

Approval is recommended to ensure uninterrupted public safety communications and continued service from Cumberland County Regional Dispatch..

14. The Selectboard will discuss Department of Labor inspection.

Included in this packet are the notice of violations issued by the State of Maine Department of Labor and fines associated with each violation. Also included in the packet is each abatement certification being posted in each Town Department inspected and being returned to the Department of Labor. All violations have been corrected or will be completed by week's end.

15. The Selectboard consider a CMP Pole application.

Included in the Selectboard packet is an application to move a CMP pole on Jamesport Road approximately 30'. This pole application requires Selectboard approval.

Manager's Memorandum Page 5



Help Shape Casco's Future: Community Survey on Capital Investments

Like other towns and cities, the Town of Casco is responsible for managing and maintaining its capital assets – including public land and buildings, vehicles, equipment, roads, stormwater systems, and more. Caring for these assets is essential for delivering town services now and into the future, but it also requires careful planning and financial investment. With limited funding available each year, the town must make thoughtful decisions about when and how to repair, replace, or build new infrastructure.

In recent years, Casco has invested between \$1 million and \$2 million annually in roads, equipment, facilities, and vehicles – funded by a mix of property taxes, capital reserves, and one-time federal funds. Planning for these investments takes time and community input.

Two major projects currently under consideration – a new fire station and a new public works facility – have brought the broader issue of capital planning into sharper focus. While these projects are not the only needs the town will face in the years ahead, they represent significant potential investments that require voter input and long-term financial commitments.

To better understand what matters most to Casco residents, the Town has partnered with the Greater Portland Council of Governments to conduct a community engagement process, including this survey. Your input will help the Selectboard, and town staff understand your priorities, values, and willingness to support future investments.

We encourage you to take a few minutes to share your perspective. Whether or not you support the current projects being considered, your feedback is vital in helping the Town chart a responsible and community-driven path forward. Thank you for participating in our survey. Your feedback is important.

If you or someone you know needs to take the survey in a language other than English, email communitysurvey@cascomaine.org and include in the subject line: I need [LANGUAGE] translation for the Town of Casco Capital Improvement Plan survey.

إذا كنت بحاجة إلى إجراء الاستبيان باللغة العربية، إرسل إيميل إلى

_communitysurvey@cascomaine.org وتضمنه في

سطر الموضوع: I need Arabic translation for the Town of Casco Capital Improvement Plan survey.

Si vous devez répondre à l'enquête en Français, envoyez un e-mail à communitysurvey@cascomaine.org et incluez dans la ligne d'objet : I need French translation for the Town of Casco Capital Improvement Plan survey.

Se você precisa responder a pesquisa em Português, mande um e-mail para communitysurvey@cascomaine.org e coloque como “assunto” a frase: I need Portuguese translation for the Town of Casco Capital Improvement Plan survey.

Hadi aad dooneyso inaad sahanka Afsoomaali ku qaadato, emailka communitysurvey@cascomaine.org ku dar maadada: I need Somali translation for the Town of Casco Capital Improvement Plan survey.

Si necesita responder la encuesta en español, envíe un correo electrónico a communitysurvey@cascomaine.org y en la línea del asunto incluya: I need Spanish translation for the Town of Casco Capital Improvement Plan survey.

1. What best describes your relationship to the Town of Casco? (select only one)

- ☐ Year-round resident
- ☐ Seasonal resident
- ☐ Business owner
- ☐ Property owner
- ☐ Visitor
- ☐ Other (please specify)

2. How long have you lived, worked, visited, or owned property in Casco?

- ☐ 0–5 years
- ☐ 6–10 years
- ☐ 10 – 20 years
- ☐ More than 20 years
- ☐ None of the above



Help Shape Casco's Future: Community Survey on Capital Investments

3. Please rank the following areas of capital investment in order of importance to you (Use the scale provided: Highest priority, High priority, Neutral, Low priority, Lowest priority, No opinion):

	Highest priority	High priority	Neutral	Low priority	Lowest priority	No opinion
Roads and bridges	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire Station	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public works facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and recreational facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town buildings and infrastructure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater and drainage improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicles and equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Open Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

4. Are there other areas you believe should be prioritized for capital investment?

5. How satisfied are you with the current state of the following in Casco? (Rate on a scale: Very Satisfied, Satisfied, Neutral, Dissatisfied, Very Dissatisfied)

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied
Road and bridge improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire station improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public works facility improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and recreational facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town buildings and infrastructure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater and drainage improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicles and equipment replacement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)



Help Shape Casco's Future: Community Survey on Capital Investments

6. For each of the following areas of capital investment, please indicate your opinion of current and historical levels of spending.
(Choose one per row: Far Too Little, Too Little, About Right, Too Much, Far Too Much, No Opinion)

	Far Too Little	Too Little	About Right	Too Much	Far Too Much	No Opinion
Roads and bridges	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire Station	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public works facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and recreational facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town buildings and infrastructure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater and drainage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicles and equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Open Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

7. For each of the following areas of capital investment, please indicate your opinion of what future levels of spending should be (Rate on a scale: Much Less, A Little Less, About Right, A Little More, Much More, No opinion)

	Much Less	A Little Less	About Right	A Little More	Much More
Roads and bridges	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire Station	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public works facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town buildings and infrastructure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater and drainage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicles and equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Open Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

8. For each of the following areas of capital investment, please indicate your willingness to **pay more in property taxes** for those (Rate on scale: Much More (10% or more), Some More (5% to less than 10% more), A Little More (up to 5% more), None)

	Much More (10% or more)	Some More (5% to less than 10% more)	A little More (up to 5% more)	None
Roads and bridges	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire Station	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public works facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and recreational facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town buildings and infrastructure	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater and drainage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicles and equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Open Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)



Help Shape Casco's Future: Community Survey on Capital Investments

9. How would you describe your willingness to support the town incurring debt by issuing bonds or using other financing options to fund high-priority capital improvements?

(Rate on a scale: Strongly supportive, somewhat supportive, neutral, somewhat opposed, strongly opposed)

- ☐ Strongly supportive
- ☐ Somewhat supportive
- ☐ Neutral
- ☐ Somewhat opposed
- ☐ Strongly opposed

10. If funding is limited, which of the following strategies would you prefer the town to prioritize? (select only one)

11. What other specific improvements or projects would you like to see included in Casco's capital improvement plan?

12. Do you have any additional comments or suggestions regarding the town's priorities?



Planning today *for a* stronger tomorrow

Item 5.#

Casco has long been committed to thoughtful planning. We are developing a strategic plan to help make decisions about how to maintain and improve our town's roads, buildings, and public services.

This isn't just about buildings—it's about planning ahead to create a future that works for everyone.

TAKE THE SURVEY TODAY!

Scan this QR
code with
your phone
camera:



Or find the survey on our
website:
www.cascomaine.org

MUNICIPAL ELECTION RESULTS	
JUNE 10, 2025	
<u>OFFICE CANDIDATE</u>	<u>TOTAL VOTES</u>
Selectboard Members/Overseers of the Poor (2-Three Year Terms)	
Connolly, Eugene	69
Plummer, Grant	87
Watkins, Peter	39
Blanks	5
<u>Write-ins (listed below)</u>	6
Plummer, Grant-3	
Armenti, Joseph-1	
Nguyen, Tuan-1	
MSAD #61 Board of Directors Member (Three Year Term)	
Buchanan, M. Stanley	81
Blanks	34
<u>Write-ins (listed below)</u>	4
Mulkern, Thomas-1	
McAllister, Maureen-1	
Plummer, Sally-1	
Willey, Clinton-1	
Open Space Commission Member (Three Year Term)	
Blanks	84
<u>Write-ins (listed below)</u>	35
*Bolk, Mike-20	
Tidd, Trevor-1	
Unknown-1	
Morton, Donna-2	
Troy, Peter-1	

A circular library stamp from the University of California, San Diego. The text "UNIVERSITY OF CALIFORNIA" is curved along the top inner edge, and "SAN DIEGO" is curved along the bottom inner edge. In the center, the year "1984" is printed. The stamp is slightly faded and overlaps with the text of the letter.

TOWN OF CASCO

Mass Gathering License Application

(Minor, 250 to 499 persons Major, 500 or more persons)

For office use only

Date filed: _____
 Fee paid: _____
 Date Ordinance Received: _____
 Publication Dates: _____
 Publication Names: _____
 Public Hearing Date: _____
 Issued/Denied: _____

Application Fees:

Non-profit, minor	\$1.00
Non-profit, major	\$1.00 <input checked="" type="checkbox"/>
For-profit, minor	\$100.00
For-profit, major	\$250.00

This application must be filed with the Town Clerk not less than sixty (60) days before the date of the event. Application must be accompanied by a non-refundable application fee as indicated above.

Name of Applicant (or name of organization and authorized agent): _____

Casco Village Church United Church of Christ

Is applicant a not-for-profit organization? yes (If yes, attach a copy of State of Maine and IRS tax exempt certificates.)

Address of Applicant: 941 Meadow Rd Home Telephone # _____

Work Telephone # 207-627-4282

Name of Event: Open Air Fair + Flea Market

Location where event will be held: 941 Meadow Rd Church grounds

Is this property owned by the applicant? yes (If no, attach a copy of the contract with or letter of authorization from the owner allowing use of the property for the event.)

Name of Promoter (if different from above): _____

Telephone #: _____ Address: _____

Date(s) of Event: July 12, 2025 Time (start and finish times): 8:00 - 1:00

Expected Attendance: 500+

Description of Event (Attach additional sheets if necessary.): Flea Market; Auction Board; food booth; plant sale; vendors

Will food be sold and/or served at this event? yes

Will alcoholic beverages be sold and/or served at this event? no

Description of Property:

- A. Seating capacity: N/A permanent _____ temporary _____ other _____
- B. Standing room: _____ square feet outside event
- C. Number of toilets available: 3 permanent ☒ portable
- D. Number of parking spaces available: _____ on site _____ off site
- E. Are all parking lots lighted? (Applicable only if event runs into evening hours.)
 _____ yes _____ no If no, which lots are not lighted? _____
- F. Source of potable water: Church inside - Kitchen; outside spigots
- G. Refuse containers available; number and size: yes Large trash cans - 8
- H. Name of refuse disposal company. (Attach copy of agreement to pick up refuse or describe plan for proper disposal of waste.) No company used. Volunteers will be responsible for clean up and waste disposal.
- I. When will refuse be picked up? day of event

Public Safety:

- J. Describe first aid/medical personnel and provisions: Many church volunteers have medical background (nurses) + past fire dept. experience
- K. Describe fire/emergency equipment and availability: fire extinguishers ~ portable defibrillator first aid kits ^{Fire Dept} 1^{1/2} mile away
- L. Describe communication system: cell phones carried by multiple volunteers; land lines inside church; p/a system for announcements
- M. Number of certified police officers: 0
- N. Other security personnel (provide company name and qualifications): 0

Traffic Plan:

- O. Description of routes persons attending the event are likely to take, include number of traffic controllers and deployment descriptions. Routes 302 → 121 Route 11 Leach Hill

- P. Describe methods used to publicize alternate routes of reaching the scene of the event.

Facebook announcements GPS would help reroute drivers

- Q. Provide statement of availability of private towing firms to remove disabled vehicles. _____

Alan Long ~ mechanic Leach Hill Rd

Other:

- R. Name of liability insurance carrier (Attach proof of insurance.) _____

State Farm Fire and Casualty Company

- S. Type of performance guarantee (i.e., escrow account, letter of credit): _____

I have received a copy of the Mass Gathering Ordinance of the Town of Casco, and hereby submit this application, which is true and complete to the best of my knowledge and ability.

Janne Vail

Signature of Applicant

Reviewed by: (Name and Date)

_____	_____ (Town Clerk)
_____	_____ (Code Enforcement Officer)
_____	_____ (Fire Chief)
_____	_____ (Rescue Chief)
_____	_____ (Public Works Director)

Approved by: (Town Manager or Selectmen's name(s), as appropriate, and date)

**Casco Village Church
United Church of Christ
*presents***

Item 6.#

Open Air Fair/ Flea Market!

**Saturday, July 12th, 2025
8am~1pm**



**On our own church grounds 941 Meadow Rd.
(Rte. 121) Casco, Maine**



Flea Market



Vendors



Raffle Calendar



Food Booth



Coffee & Donuts



Flower Sale



Auction Board



Maine Revenue Services PERMANENT EXEMPTION CERTIFICATE

CASCO VILLAGE CHURCH UCC
ROUTE 121
PO BOX 367
CASCO, ME 04015

Registration Number: E20096
Effective Date: September 1, 2020
Notice Number: 4056297200911

This certifies that the organization named above is a regularly organized church or house of religious worship, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

This Exemption Certificate is issued under the provisions of 36 M.R.S. §§ 1751 - 2113

- This certificate cannot be used for purchases when payments are made with cash, personal checks, or personal credit cards without an accompanying purchase order.
- All purchases must be billed directly to and paid for by the organization, or must be accompanied by a purchase order issued by the organization that identifies specifically the items to be purchased.
- A copy of this **completed and signed** certificate must be provided by the organization, and a copy maintained in the files of the vendor in order to permit purchases exempt from tax. It is only necessary to provide one copy of this certificate to the vendor. Subsequent purchases should be identified as exempt from tax.
- The property or service purchased must be used exclusively by the organization named above for the purposes for which it is organized.
- This certificate may not be used for activities that are mainly commercial enterprises, including, but not limited to, purchases of items to be resold by the organization.
- This certificate must be taken in good faith from the organization. The good faith of the vendor may be questioned if, at the time of the sale, the vendor has knowledge of facts that give rise to a reasonable inference that:
 - The purchaser is not the holder of the exemption certificate,
 - The exemption certificate has been revoked or is otherwise invalid at the time of the sale, or
 - The merchandise or service is not to be used exclusively by the exempt organization.

I HEREBY CERTIFY that the above exemption certificate is valid and that the tangible personal property or taxable services described below which I shall purchase from _____ will be used exclusively by the organization named above for purposes for which it is organized, consistent with the exemption provided in 36 M.R.S. § 1760 or 36 M.R.S. § 2557.

Description of Purchases: _____

Authorized Signature

Date



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 001685 3125 M-28-1129-FB52 F Y
CASCO VILLAGE CHURCH
C/O EUGENE LONG TRUSTEE
PO BOX 367
CASCO ME 04015-0367



RENEWAL DECLARATIONS

Item 6.#

Policy Number 99-BA-E190-0

Policy Period	Effective Date	Expiration Date
12 Months	OCT 1 2024	OCT 1 2025
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
TRICIA ZWIRNER INS AGENCY INC
13 STORM DR
WINDHAM ME 04062-5698
PHONE: (207) 892-2864

Religious Organization Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: RELIGIOUS INSTITUTION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 3,098.00

Discounts Applied:
Renewal Year
Claim Record

Prepared
JUL 31 2024
CMP-4000

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Page 1

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Mass Gathering License Application

(Minor, 250 to 499 persons Major, 500 or more persons)

Date filed: _____
 Fee paid: _____
 Date Ordinance Received: _____
 Publication Dates: _____
 Publication Names: _____
 Public Hearing Date: _____
 Issued/Denied: _____

Non-profit, minor	\$1.00	<input checked="" type="checkbox"/>
Non-profit, major	\$1.00	<input type="checkbox"/>
For-profit, minor	\$100.00	<input type="checkbox"/>
For-profit, major	\$250.00	<input type="checkbox"/>

Name of Applicant (or name of organization and authorized agent): Casco Day Fair Association

Not tax exempt

Name of Event: Casco Days

Location where event will be held: 948 Meadow Road, Casco

Is this property owned by the applicant? No, owned by Town - (If no, attach a copy of the contract with or letter of authorization from the owner allowing use of the property for the event.)

Name of Promoter (if different from above): _____

Telephone #: _____ Address: _____

Date(s) of Event: July 24 - 25 - 26 Time (start and finish times): 24th - 5 - 10 PM, 25th 5 PM - 10 PM,
26th 9 AM to 10 PM

Expected Attendance: 5,500

Description of Event (Attach additional sheets if necessary.): Carnival with food, games, rides, parades and entertainment

Will food be sold and/or served at this event? yes

Will alcoholic beverages be sold and/or served at this event? no

Description of Property:

- A. Seating capacity: _____ permanent _____ temporary _____ other
- B. Standing room: _____ square feet
- C. Number of toilets available: 2 permanent 4 portable
- D. Number of parking spaces available: _____ on site _____ off site
- E. Are all parking lots lighted? (Applicable only if event runs into evening hours.)
 x _____ yes _____ no If no, which lots are not lighted? _____
- F. Source of potable water: Town Well
- G. Refuse containers available; number and size: 33 Gallon 24
- H. Name of refuse disposal company. (Attach copy of agreement to pick up refuse or describe plan for proper disposal of waste.)
Plan to be finalized
- I. When will refuse be picked up? as needed from Midway

Public Safety:

- J. Describe first aid/medical personnel and provisions: Staffing by Casco Fire & Rescue
- K. Describe fire/emergency equipment and availability: Fire Truck & Ambulance
- L. Describe communication system: Portable radios & telephones
- M. Number of certified police officers: 2 Cumberland County Deputies on at all times
- N. Other security personnel (provide company name and qualifications): _____
Casco Day Volunteers & Otisfield Fire Department

Traffic Plan:

- O. Description of routes persons attending the event are likely to take, include number of traffic controllers and deployment descriptions. _____
Meadow Road, Leach Hill Road, Mayberry Hill Road

- P. Describe methods used to publicize alternate routes of reaching the scene of the event.

Directions on facebook and website

- Q. Provide statement of availability of private towing firms to remove disabled vehicles. _____

Follow CFRD protocol and emergency plan for Casco Days


Other:

- R. Name of liability insurance carrier (Attach proof of insurance.) Chalmer's Insurance

will provide as soon as we have it back - application has been submitted

- S. Type of performance guarantee (i.e., escrow account, letter of credit): _____

I have received a copy of the Mass Gathering Ordinance of the Town of Casco, and hereby submit this application, which is true and complete to the best of my knowledge and ability.


Signature of Applicant

Reviewed by: (Name and Date)

(Town Clerk)

(Code Enforcement Officer)

(Fire Chief)

(Rescue Chief)

(Public Works Director)

Approved by: (Town Manager or Selectmen's name(s), as appropriate, and date)

OPEN SPACE PLAN

TOWN OF CASCO, ME

*Proposal for Professional
Consulting Services*

May 8th, 2025



RESILIENCE
Planning & Design LLC

Submitted by
Resilience Planning and Design LLC
One Bridge Street, Suite 301
Plymouth, NH 03264



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Anthony Ward
Casco Town Office
635 Meadow Road
Casco, ME 04015

May 8, 2025

Re: Open Space Plan

Dear Mr. Ward,



We are pleased to submit this proposal for open space planning services for your consideration. Resilience Planning and Design has significant experience in assisting communities with the future planning of their open space and conservation lands, recreation and trails, natural resources, and nature-based climate solutions. We believe our team's extensive experience and qualifications in these areas, our passion for land protection and accessible outdoor recreation opportunities, and our ability to conduct effective public outreach, will bring the skills and expertise required to reach your project goals for this project. Our experience includes the completion of a municipal Open Space Plan for Portsmouth, NH; a municipal Open Space Plan for Stratham, NH; a Conservation and Open Space Plan for Dover, NH; an Open Space Plan Addendum focused on Nature-Based Climate Solutions for Burlington, VT; regional conservation plans in New Hampshire and Pennsylvania; and many Comprehensive Plans that have an explicit focus on conservation and open space. This includes comprehensive plans completed for Bar Harbor, Maine, and Wells, Maine.

For this project, I will serve as the project manager and point of contact from our Plymouth, NH office. However, our entire team will be directly involved in this effort. We feel our combined skills and experience will serve the Town of Casco effectively as you work to involve residents and property owners in determining how to best protect and steward the network of open spaces and conservation lands within the town. This is exactly what we have advocated for and accomplished in other communities. Our firm is committed to helping you connect with as many community members and stakeholders as possible to ensure the plan is driven by community priorities, while also being grounded in strong natural resource analysis. Building on the clear vision and actions identified in the 2024 Comprehensive Plan, Casco has an opportunity to create an actionable Open Space Plan that will serve as a blueprint for:

- Prioritizing land conservation efforts;
- Protecting the historical, wild, working, and water resource rich landscapes within the community;
- Developing a refined trail network that preserves access to trails and waterways;
- Creating safe connections for people and wildlife between villages and other destinations; and
- Setting an example as a resilient community.

The enclosed proposal will further detail who we are, our experience, and how we would assist you with the creation of an engaging, strategic, and action-oriented Open Space Plan. Thank you for the opportunity to offer our services, and we would be pleased to meet with you to discuss this project further.

Sincerely,

Steve Whitman, EdD, AICP
Founder and Principal
Resilience Planning & Design LLC
1 Bridge St, Suite 301 Plymouth NH 03264
P: 603-381-1798
E: steve@resilienceplanning.net
W: www.resilienceplanning.net

FIRM PROFILE



RESILIENCE PLANNING & DESIGN LLC

provides collaborative planning, design, and education services throughout the northeast, working on projects in New Hampshire, Vermont, Maine, Massachusetts, and beyond. Currently we have three full-time planners and a GIS analyst on staff. Beyond this core team, we collaborate with other professionals on a project- by- project basis to ensure we can deliver the specific skills needed for each initiative. Our professional experience includes working on a range of planning projects in communities of all sizes, but one of our specialties is leading open space planning initiatives. As a team, we have become extremely proficient in analyzing land use and natural resource data and then developing creative solutions that meet community objectives for conservation, open space, recreation, and transportation resources.

Each of our team members has a unique set of qualifications that focus on natural resources and environmental stewardship, and it represents an area of our work in which we are very motivated by. We are also very experienced with designing multi-pronged community outreach and engagement campaigns, creative GIS analysis, graphic design and visual communication, and document creation that is engaging and user-friendly. Together, we have been working to make planning documents and information more accessible and engaging to the public and municipal boards. We also have the ability to create the concise language and visuals needed to clearly communicate Casco's vision for its conservation and open space network, and the implementation program needed to reach that vision.

PROJECT TEAM

STEVEN WHITMAN, EDD, AICP **PRINCIPAL PLANNER & PROJECT MANAGER**

Steve Whitman is professional planner and educator who has been working in the public, non-profit, and private sectors for over twenty-five years. Steve will serve as the primary project manager and will ensure the project meets the scope and deliverables identified. Steve established Resilience Planning & Design to assist municipalities, agencies, and non-profit organizations with planning initiatives and implementation efforts that reinforce their visions and strategies for future land use, managing growth, and resource protection. His work includes strategic open space planning, comprehensive planning projects, housing assessments, policy and regulatory audits, and regional and watershed scale natural resource planning. Steve is also a published researcher on the value of holistic natural resource protection and regenerative design at the municipal scale. His work has been published in Planning magazine. Steve is a founding member of Pemi-Baker Trails in Plymouth, NH and an active board member for Mill City Park in Franklin, NH. He has extensive experience in trail management and outdoor recreation planning.



ELIZABETH KELLY **SENIOR PLANNER & DESIGNER**

Liz Kelly is a senior planner and designer who holds a M.S. in Ecological Design and Planning and has completed a variety of comprehensive planning projects for municipalities focused on dynamic visioning, place-based analysis, collaborative land use planning, creative plan development, and designing equitable outreach and engagement processes. She is highly skilled in working with communities to balance competing land use issues, create concensus, and support collaborative decision making. Liz is passionate about helping communities of all sizes realize their goals and envision solutions to complex, interrelated local and regional issues, especially those centered in how our natural lands are used and protected. She is formerly a municipal and regional planner, is a certified permaculture design teacher, is the president of her local community garden, and is highly skilled in group facilitation, graphic design, and project management.



ZAK BROHINSKY **GIS ANALYST**

Zak Brohinsky is an expert in GIS analysis, data management, and conservation planning. With a foundation in land conservation and stewardship, Zak understands complex environmental and social interactions and has the capacity to convey spatial information effectively to broad audiences. In the field of applied land conservation, Zak has worked with federal and state agencies, private entities, and non-profit organizations. Zak also has a background in climate resilience analysis executing natural disaster risk assessments for local, state, and international clients. He is certified in FEMA's flood hazard training having successfully completed the Hazus-MH for Flood course. Zak is the current Board Chair of the Plymouth Area Renewable Energy Initiative and also sits on the board of Standing Trees, a regional forest advocacy non-profit.



**CRYSTAL KIDD
PLANNER**

Crystal Kidd is a professional planner with a degree in Environmental Policy. Crystal brings her municipal planning experience to our firm, and completes existing conditions research in the initial stages of a project. She also brings her organizational skills to the development and management of the outreach and engagement aspects of comprehensive planning and land use policy projects. Her professional area of interest are in developing plans, resources, and regulatory tools that help regions and municipalities protect their natural resources, while improving their resilience and livability for all. Crystal also completed a certificate in Invasive Plant Species Management. She is also a member of the American Planning Association and is a volunteer with the Squam Lake Conservation Society, assisting with monitoring conserved lands.



QUALIFICATIONS AND REFERENCES

On the following pages, we have provided some examples of recent planning projects we have assisted with that focused on open space conservation, and recreation planning. Each of these projects was also informed by robust outreach and engagement efforts. We have included references for each project and encourage you to speak with our former clients as they have first-hand knowledge of our work.





OPEN SPACE AND CONSERVATION MASTER PLAN CHAPTER DOVER, NEW HAMPSHIRE

In 2024, Resilience Planning & Design partnered with the City of Dover to update their Open Space and Conservation Master Plan chapter. The chapter resulted in a multi-faceted vision that emphasized planning for a network of interconnected conservation lands, rural areas surrounding the bustling city, green urban corridors, clean drinking water, diverse habitat, and a resilient natural landscape. The chapter utilized a co-occurrence GIS mapping analysis to determine priority areas for future conservation, and identified areas for recreation and public access improvements. Our team analyzed the existing open space network to better understand ownership, land management, and distribution of open space throughout the city. An action matrix was developed collaboratively with a subcommittee and city staff, and was informed by public engagement, research of the city, and best practices. It included actions related to stewardship, trails, amenities, and future land protection. To view the chapter, please visit: <https://www.dover.nh.gov/Assets/government/city-operations/2document/planning/master-plan/OpenSpace/2.4.25%20%20Final%20Open%20Space%20Chapter.pdf>

CLIENT REFERENCE

Donna Benton,
Director of Planning and
Community Development
City of Dover
288 Central Ave.
Dover, NH 03820
p: 603.516.6008
e: d.benton@dover.nh.gov



OPEN SPACE PLAN PORTSMOUTH, NH

In 2018/19, Resilience Planning & Design partnered with the City of Portsmouth to create a municipal Open Space Plan. The purpose of the Plan is to improve public access, increase use and stewardship of, and improve connectivity between open space assets city-wide. Throughout the planning process, RP&D worked with City staff, a Steering Committee, and the public to prioritize undeveloped land for acquisition/ protection, create open space stewardship and management guidelines, enhance outdoor recreation facilities and programming, and identify opportunities to improve connectivity between open spaces, trails, and neighborhoods. As part of the planning process, tabling at community events, a public meeting, and an online mapping tool were developed to solicit community input. This Plan was featured in the American Planning Association's "Planning" magazine for its innovative approach to open space planning. In 2023, the City worked with Resilience Planning and Design again, this time creating a Climate Action Plan for the municipality. For more information about the project, please visit: <https://www.cityofportsmouth.com/planportsmouth/open-space-plan#:~:text=The%20plan%20establishes%20a%20City.assets%20to%20ensure%20access%20from>

CLIENT REFERENCE

Peter Stith, Principal
Planner
City of Portsmouth
1 Junkins Ave, 3rd Floor
Portsmouth, NH 03801
p: (603) 610-7296
e: pmstith@
cityofportsmouth.com



OPEN SPACE AND CONNECTIVITY PLAN STRATHAM, NEW HAMPSHIRE

The Town of Stratham, partnered with Resilience Planning & Design and FB Environmental Associates to create an Open Space and Connectivity Plan, which works to create an open space network that balances the protection of significant natural resources, the creation of opportunities for public access and recreation, and the enhancement of community character and desirability. Located in the New Hampshire seacoast, Stratham is known for its rural landscapes and agrarian history, and has been seeing increased development pressure. As part of this project, existing open space and natural resources were inventoried and the community was engaged in diverse ways to solicit input on strategies to increase the connectivity and quality of the existing open space network. Public outreach included the use of social media posts, a project website, and posters, while engagement included public meetings of the Steering Committee, an interactive map survey, tabling at events, and a traditional public input survey. These tools allowed over 300 people to contribute their input to the planning process. This Plan was created as a Story Map to create a more engaging planning tool to utilize in the future. View the Stratham Open Space & Connectivity Plan here: <https://storymaps.arcgis.com/stories/1c59844f0d1a446cab7b7457be80455e>

CLIENT REFERENCE

Mark Connors,
Former Director of
Planning and Community
Development
Town of Stratham
10 Bunker Hill Ave.
Stratham, NH 03885
p: (978) 626-5251
e: mconnors@
hamiltonma.gov



CONSERVATION PLAN

FIVE RIVERS CONSERVATION TRUST

In 2022/2023, Resilience Planning and Design (RP&D) partnered with Five Rivers Conservation Trust, a regional land protection organization serving the greater Concord region of New Hampshire, to develop a holistic regional conservation plan. The purpose of this plan was to provide a framework to guide future land acquisition and conservation projects, identify partnership opportunities with communities and others, and examine future opportunities through an ecological, equity and access, and recreational lens. As part of this project, a conservation workshop was coordinated convening stakeholders from throughout the region to participate in the planning process and shape the final plan. A municipal survey was also distributed to all conservation commissions in the region, and regular stakeholder meetings with the Lands Committee helped RP&D refine a GIS analysis process to evaluate conservation opportunities through a holistic lens. Instead of a traditional planning document, a story map was created to illustrate plan priorities and display GIS information through an interactive map. This can be found here: <https://5rct.org/regional-conservation-plan/>

CLIENT REFERENCE

Liz Short, Executive
Director
Five Rivers Conservation
Trust
10 Ferry Street, Suite
311-A
Concord, NH 03301
p: 603-225-7225
e: liz@5rct.org



NATURE-BASED CLIMATE SOLUTIONS ADDENDUM TO OPEN SPACE PLAN BURLINGTON, VT

In 2020, Resilience Planning & Design was hired by the City of Burlington to address the need for a more comprehensive approach to implementing nature-based climate solutions by developing an addendum to the existing open space plan. This new document focuses on utilizing nature-based climate solutions to capture and store carbon and deliver other critical ecosystem services and how these nature based climate solutions can be applied at various scales throughout the city. Working closely with City staff and a sub-committee of the Burlington Conservation Board, RP&D assessed existing conditions and engaged the public to imagine a future where residents are working together to combat climate change through nature. Outreach strategies included working with a local artist to develop educational comic style graphics, a virtual community meeting, an online survey, and promotion via television, radio, social media, and signage in the city's open spaces and other highly trafficked places. The final addendum document can be found here. <https://www.burlingtonvt.gov/595/Open-Space-Addendum#:~:text=The%20city's%20nature%2Dbased%20solutions,produce%20large%20amounts%20of%20carbon%2D>

CLIENT REFERENCE

Scott Gustin, Principal
Planner for Development
Review
City of Burlington
149 Church Street
Burlington, VT 05401
p: (802) 865-7189
e: sgustin@burlingtonvt.gov

OTHER RELEVANT PROJECT EXAMPLES



MILL CITY PARK MASTER PLAN - 2019
FRANKLIN, NEW HAMPSHIRE



OPEN SPACE PLANNING EFFORTS - 2023
MOOSE MOUNTAIN REGIONAL GREENWAYS,
NEW HAMPSHIRE



INTEGRATED LAND MANAGEMENT PLAN - 2020
SUSQUEHANNA RIVER LANDS CONSERVATION
LANDSCAPE, PENNSYLVANIA



REGIONAL CONSERVATION PLAN - 2023
KITTATINNY RIDGE CONSERVATION
LANDSCAPE, PENNSYLVANIA



BAR HARBOR 2035
COMPREHENSIVE PLAN - 2024
BAR HARBOR, MAINE



WATER RESOURCES MASTER PLAN CHAPTER
- 2021
FRANCESTOWN, NEW HAMPSHIRE

PROJECT UNDERSTANDING AND SCOPE

The timing of Casco's Open Space Plan nicely follows the adoption of the 2024 Comprehensive Plan, which provides clear goals for the open space network in Casco. Together, these efforts will help inform Casco's understanding of the existing network of conservation lands, open spaces, and trails. These documents and the public outreach and engagement opportunities that will be provided during this project will help envision and communicate how Casco can best care for these lands and expand this network over time.

This planning effort will also benefit from the progress in open space planning over the past decade. Equitable access, climate resilience, carbon sequestration, and many other ecosystem services and related issues are now considered as we plan for open space networks. This holistic approach is in line with Casco's Comprehensive Plan, and the desire to make these lands more accessible and central to community resilience efforts.

Our firm will assist town staff and the Open Space Commission with the careful design of an outreach and engagement program that broadly engages community members, elected officials, the school community, businesses, and many others. Using a combination of in-person and remote engagement strategies, the result of this process will be an updated and expanded vision of Casco's open space network, and a visually engaging plan that clearly communicates the implementation actions needed to accomplish the identified goals. This document will be concise and user-friendly as both a digital and print document.

TASK 1: PROJECT MANAGEMENT AND MEETINGS

We feel that regular meetings with town staff and the Open Space Commission spaced out over the project timeline are important for maintaining the attention needed to complete this Open Space Plan. These meetings provide an opportunity for project updates, as well as the delivery and review of draft



materials. Steve Whitman from our firm will attend all the meetings and will be joined by other team members for task and topic specific discussions as needed. At least one staff member will appear in person, but if additional members could attend by phone or Zoom that would help the budget. Between meetings, we will communicate regularly with the identified department staff or commission members.

We envision a minimum of five meetings with the Commission. This includes a kickoff meeting and tour of the town, a final committee meeting to review the draft plan and solicit feedback, and a presentation of the Final Draft Plan to the Board of Selectmen for adoption.

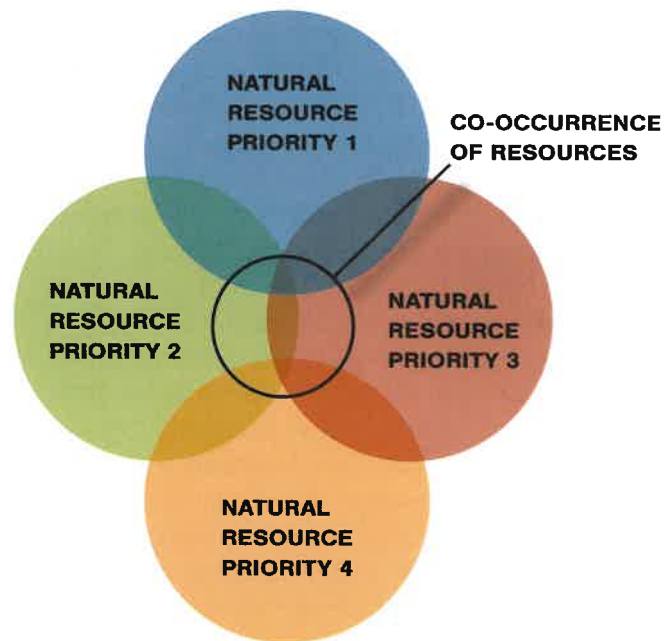
TASK 2: PRIORITIZATION STRATEGY - GIS ANALYSIS

Developing a town-wide strategy for prioritizing conservation efforts in Casco will require a data-driven approach that can be implemented and measured. Given the complexity, we recommend a robust GIS analysis that is informed by a thorough document review. The document review provides a foundation that will help our team understand the Town's overall direction and how it relates to, and is nested within, regional and state-wide open space considerations.

A strategy we have employed successfully in other communities involves a three-step process. This results in a co-occurrence map highlighting areas of highest conservation value based on Town-defined criteria. This result is a transparent, measurable, and defensible approach for prioritizing future conservation, recreation, and connectivity efforts in town. This comprehensive approach will also help inform internal discussions and decision-making and can be shared publicly to communicate and expand Casco's efforts.

We will craft a summary of the emerging issues and opportunities related to the open space network that result from the document review and town-wide GIS analysis. GIS maps and other relevant tools will be used to visually represent this important information after a review by the Commission and any necessary

revisions. The initial document and analysis findings will help our team identify ways to engage the public in conversations about the future of the open space network in Casco and the various functions it can provide. This early work will also help us understand how Casco has changed over time and how effectively existing resources are guiding the town's efforts. One of the deliverables from this task will be a new GIS conservation prioritization dataset for the Town of Casco.



TASK 3: PUBLIC OUTREACH AND ENGAGEMENT

We have found that outreach efforts associated with open space plans should utilize both conventional and alternative methods of engagement. This can include online polling, public meetings, workshops, and/or focus groups. This will provide greater flexibility over the project timeline and offers a variety of ways for individuals to participate. During the project kickoff meeting, we would like to begin identifying the range of outreach techniques that will be effective in Casco while being sensitive to any funding and timeline restrictions. Then we will draft an outreach plan that outlines the exact methods to be used and the timing of each throughout the project. At a minimum, we feel this should include a project webpage, regular print and digital project updates (including social media), and online and in

person public engagement opportunities.

The topics addressed in this plan will benefit from a fun and interactive in person event where participants can provide feedback and ideas on the management of existing parcels and help identify and envision new open space priorities and connections within the town, and into neighboring communities.

TASK 4: PLAN DEVELOPMENT AND DELIVERY

After the public outreach tasks have been completed, we will work with the Town to refine the direction of the plan, and the detailed actions needed to guide these efforts. This will include cross-references and connections to the comprehensive plan and other initiatives to ensure they are consistent.

The plan layout and visuals will make the final product visually appealing and easy to navigate and comprehend. To accomplish this, the final document will be formatted and delivered using InDesign software. This is now the industry standard and will allow the city to share a draft of the final plan online, and as a printed document in key locations within the community to solicit public feedback. Once this phase of the project is complete, we will meet with the Committee to review any final changes or additions before providing a final version to the Board of Selectmen. We are happy to assist with this public hearing process, and are happy to be in attendance to present materials and collect any feedback received.

Delivery of electronic copies of the final Open Space Plan, maps, and supporting data will be completed after adoption.



PROPOSED TIMELINE

We have estimated a June project kickoff meeting with representatives of the Town of Casco to refine the scope and schedule for this project. We would also like to arrange a tour of the community early on in the project. A minimum of four additional in person meetings are anticipated over the course of this project. Below we have suggested a project schedule that we would like to discuss with you further.

TASKS	2024						
	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1: Project Management and Meetings							
Task 2: Prioritization Strategy - GIS Analysis							
Task 3: Public Outreach and Engagement							
Task 4: Plan Development and Delivery							

PROPOSED BUDGET

Based on our initial understanding of the proposed project, and our experience on other similar initiatives, we feel confident that the budget identified below will ensure a thorough and innovative process that results in an engaging and actionable Open Space Plan. The breakdown of our proposed budget is provided by task below. However, we would welcome the opportunity to meet with the Town of Casco to refine this scope of work and the corresponding budget to ensure it best meets your needs.

TASK	FEE
Task 1: Project Management and Meetings	\$9,950
Task 2: Prioritization Strategy - GIS Analysis	\$17,250
Task 3: Public Outreach and Engagement	\$8,500
Task 4: Plan Development and Delivery	\$14,300
TOTAL	\$50,000

The hourly rates for the proposed project team are below. On projects such as this we prefer to bill on a monthly basis.

PERSONNEL	HOURLY RATES
Steve Whitman, EdD, AICP	\$165
Liz Kelly	\$100
Zak Brohinsky	\$100
Crystal Kidd	\$75

RESUMES



Resumes for our team members are included on the following pages.

STEVE WHITMAN, EdD, AICP

Principal Planner & Project Manager



P: 603.381.1798

E: steve@resilienceplanning.net

VOLUNTEER ACTIVITIES

Board of Directors, Mill City Park; December 2018 – Present

Founding Member, Pemi-Baker Trails; March 2020-Present

Board of Directors, Transport Central; May 2024-Present

Board of Directors, Root to Rise; January 2018 – October 2021

Alternate, Plymouth Planning Board; January 2015 – December 2021

Member, Plymouth Energy Commission; July 2007 – 2017

Board of Directors, Plymouth Area Renewable Energy Initiative; August 2006 – 2017

Planner of the Year, New Hampshire Planners Association; 2012

Eagle Scout, Boy Scouts of America

EDUCATION

EdD Learning, Leadership and Community.

Plymouth State University, Plymouth, NH; December 2018

M.S. Regional Planning. Concentration: Environmental Policy and Planning

University of Massachusetts, Amherst, MA; May 1998

B.A. Marine Affairs. Concentration: Coastal Zone Management. Minor: Zoology

University of Rhode Island, Kingston, RI; May 1995

Associates Degree: Liberal Arts. Concentration: Math and Science

Dean College, Franklin, MA; May 1993

CERTIFICATIONS

Permaculture Teacher Certification

Central Rocky Mountain Permaculture Institute, Basalt, CO; September 2009

Permaculture Design Certificate

Crystal Waters Ecovillage, Queensland, Australia; May 2008

PROFESSIONAL EXPERIENCE

Planning Consultant. Resilience Planning and Design LLC, Plymouth, NH; 2014 – Present

Founder and Principal of this New Hampshire based planning, ecological design and education firm providing a range of services to clients with a commitment to a more resilient future.

Sustainability Programs Coordinator & Teaching Lecturer. Plymouth State University, Plymouth, NH; 2004 – 2021

Contract staff for the Office of Environmental Sustainability. Taught courses in Environmental Planning, Community Planning, Permaculture and Sustainability in the Social Science Department at the University. Developed and currently offering international field study courses focused on sustainability and permaculture.

Adjunct Professor. Colby Sawyer College, New London, NH; 2011 – 2018

Developed and co-taught the College's first Permaculture Design Course. Participants in these courses include Colby students, faculty, and members of the general public. Assisted the College with the development of a Community Based Sustainability major, and collaboration on projects in Franklin, NH.

Senior Planner. Jeffrey H. Taylor and Associates, Concord, NH; 2003 – 2013

Planning consultant offering facilitation and long range planning services. Projects included design charrettes, climate/energy projects, community and watershed scale master planning, policy audits, and natural resource based planning projects.

Principal Planner. Office of State Planning, Concord, NH; 1999 – 2003

Responsibilities included coordination and/or participation in major studies and projects dealing with smart growth land use issues in New Hampshire. Responsibilities also included planning the annual conference and other workshop opportunities for planners in New Hampshire; providing technical advice to municipalities and regional planning staff on land use planning related topics; preparing and coordinating the publication and distribution of technical bulletins; writing, administering, and coordinating contracts.

Regional Planner. Lakes Region Planning Commission, Meredith, NH; 1997–1999

Provided technical planning assistance and workshops to Lakes Region Municipalities and other interested parties. Provided Circuit Rider Planning Assistance to the Town of Northfield, NH.



ELIZABETH KELLY

Senior Planner & Designer



P: 860.573.6458

E: liz@resilienceplanning.net

VOLUNTEER ACTIVITIES

President. Plymouth
Community Garden.
Sept. 2023 - Present.

Former Board President.
Permaculture Association
of the Northeast
2017 - 2021

EDUCATION

M.S. Ecological Design

The Conway School of Landscape Design, Northampton, MA;
June 2014

B.S. Interdisciplinary Studies: Sustainability and Ecological Design

Plymouth State University, Plymouth NH; May 2013

SKILLS AND EXPERTISE

- Digital Design: Adobe Creative Suite, Auto CAD
- Regional and Municipal Planning
- Permaculture and Ecological Design
- Community Resiliency
- Natural Resource Planning
- Placemaking



PROFESSIONAL EXPERIENCE

Senior Planner and Designer. Resilience Planning & Design LLC. Plymouth, NH. July 2017 - Present.

- Manages a variety of planning projects to ensure consistent communication, client satisfaction, and oversight of the full planning process.
- Develops municipal and regional planning documents for municipalities, coalitions, and non-profit organizations. Relevant project experience includes preparing comprehensive planning documents, open space and land conservation plans, housing studies, economic development plans, and site-level master plans.
- Manages community engagement and outreach processes for a variety of planning projects. Design print and digital outreach materials.
- Author and design layout of planning documents.

Teaching Lecturer. Plymouth State University. Plymouth, NH. February 2018 - May 2021

- Developed and taught curriculum for the following courses: Issues in Sustainability, Community Planning, Intro to Permaculture, and Advanced Permaculture Design.

Planner. Town of Bristol. NH. July 2017 - May 2018.

- Conducted plan review for site plan applications, subdivisions applications, etc.
- Provided technical assistance and support to local land use boards.
- Drafted land use regulations.
- Communicated planning processes and procedures to the public and applicants.
- Applied for and managed grants related to historic preservation and transportation planning.

Planning Technician. Southwest Regional Planning Commission. Keene NH. January 2016 - June 2017.

- Contributed to the authoring and design of numerous regional planning documents.
- Developed complete streets policies and accompanying design guidelines for municipalities.
- Coordinated complete streets demonstration projects in two communities.
- Managed a grant funded regional free bike rack program including outreach, budget management, and fostering relationships with funding recipients.
- Produced graphics, maps, promotional materials, plans, and publications for a variety of projects.

ZAK BROHINSKY

GIS Analyst



P: 860.559.1488

E: zak@resilienceplanning.net

VOLUNTEER ACTIVITIES

President of Board of Directors. Plymouth Area Renewable Energy. Mar. 2019 - Present.

Member of Board of Directors. Plymouth Area Renewable Energy Initiatives. Jan. 2015 - Present.

Advisory Committee. Local Foods Plymouth. May 2013 - May 2019.

EDUCATION

M.S. Conservation Biology & Planning.
University of Massachusetts. Amherst, MA. 2011.

B.S. Cultural Ecology & Sustainability
Plymouth State University. Plymouth, NH. 2009.

ADDITIONAL TRAINING

Professional Certificate. Hazus-MH for Flood. FEMA Software.
Emmitsburg, MD. April 2018.

PROFESSIONAL EXPERIENCE

Conservation Planner and GIS Analyst. Resilience Planning & Design LLC. Plymouth NH.
June 2019 - Present.

Leads conservation project efforts and manage GIS support across all project disciplines. Develops municipal and regional documents for conservation-based projects on behalf of municipalities and non-profits throughout the Northeast. Generates spatial statistics for projects and prepare all map products. Maintains strong working relationships to ensure consistent and accurate data throughout all projects.

Adjunct Faculty. Plymouth State University. Plymouth NH. January 2013 - December 2023.

Develops and teaches undergraduate curriculum in GIS foundations and advanced topics with focus in applied land protection and environmental research projects.

Conservation Mapping & Field Specialist. Squam Lakes Conservation Society. Holderness, NH. July 2013 - 2022.

Prepares baseline documents, maps, and all spatial needs related to land conservation transactions and maintains the geographic database for the Squam Lake Watershed.

GIS Specialist. Sobis, Inc. January 2017 - 2022.

Provides geospatial and GIS expertise in the field of natural disaster risk management for domestic and international clients.

Contractor. Geolink. Rumney, NH. May 2015 - 2022.

Prepares baseline documentation reports as part of land conservation transactions for regional conservation groups in the northeast. Prepare required maps and conduct data collection and field work for certified forestry operations in VT and NH.

Program Coordinator. Plymouth Area Renewable Energy Initiative. September 2011- 2014.

Organized, implemented, and marketed energy efficiency workshops throughout New Hampshire on behalf of state utilities. Acted as liaison between utilities to prioritize workshop locations.

Extension Research Assistant. NH Fish & Game Department. January 2011 - May 2011.

Assisted with the federally endangered Karner blue butterfly recovery plan by prioritizing properties and landowners to focus future conservation efforts.



CRYSTAL KIDD

Planner



P: 508-818-3570

E: crystal@resilienceplanning.net

EDUCATION

B.S. Environmental Policy
Plymouth State University. Plymouth, NH. 2020.

RELEVANT PROJECTS

Master Plan Projects

- Pelham, New Hampshire
- Atkinson, New Hampshire
- Rye, New Hampshire
- Meredith, New Hampshire
- Bristol, New Hampshire
- Dover, New Hampshire
- Orange, Massachusetts

Natural Resource Protection

- New Hampshire Water Works Association (NHWWA) - Sanbornton and Franklin, New Hampshire

Housing Related Projects

- Lancaster, New Hampshire
- Enfield, New Hampshire
- Farmington, New Hampshire
- Bedford, New Hampshire

VOLUNTEER ACTIVITIES

Conservation Easement Monitor, Squam Lakes Conservation Society Feb. 2025 - Present

ADDITIONAL TRAINING

Professional Certificate. Invasive Species Plant Management. 2022.

PROFESSIONAL EXPERIENCE

Planner. Resilience Planning & Design LLC. Plymouth, NH.

March 2022 - Present.

Analyzes and synthesizes data, studies, and other resources to summarize existing conditions for a variety of planning projects.

Provides staff support for community engagement and outreach activities.

Develops advertising materials for outreach initiatives including flyers, press releases, and project websites.

Assists with project meeting facilitation.

Planning Technician. Town of Narragansett. Narragansett, RI.

February 2021- April 2022.

Reviewed building plans and zoning permit applications to assure compliance with requirements such as bulk, placement, proximity to wetland/coastal features, and parking ratios with the Environmental Planning Specialist.

Prepared staff reports and recommendations on special use permits and variances.

Provided technical assistance and information to staff and the public in the administration of specific planning program areas or ordinances.

Staffed the Narragansett Planning Board, Zoning Board, and Historic District Commission. Managed the Narragansett Adopt-a-Spot Program by writing promotional ads, processing adopter applications, assisting the adopter in the procedure of the Conservation Commission, Town Council, and state approvals.

Assisted the Community Development Director in conducting public engagement focus group meetings for a parking study in Town.

Community Planning Intern. North Country Council. Littleton, NH.

May 2019 - August 2019.

Completed culvert assessments for New Hampshire Department of Environmental Services in several towns.

Entered culvert assessment data into GIS software to map the culverts that needed to be replaced due to low aquatic passage or structural damage.

Worked on projects for NHDOT setting up traffic counts in several towns across the state.

Worked on projects for NH Forest Service by doing parking lot assessments and entering data on GIS maps.

Used Microsoft excel to take inventory of historical markers throughout the region.

Used Microsoft PowerPoint and Word to create fliers for specific towns in the planning region to help promote economic development.

Worked closely with team members to deliver project requirements, develop solutions and meet deadlines.





TOWN OF CASCO

SELECTBOARD RULES OF ORDER AND PROCEDURES

Section 1. Purpose: The intention of this policy is to establish reasonable rules of procedure for Board meetings and to promote the fair, orderly, and efficient conduct of the Board's behavior, proceedings, and affairs. These rules shall govern the Board's practices and procedures except as otherwise provided by law.

Section 2. Officers; Duties

Officers of the Board shall consist of a Chair and Vice-Chair to be chosen annually at the first Board meeting after the annual town meeting by and from Board members, unless otherwise agreed upon by the Board. The Board shall automatically appoint the Vice-Chair to Chair after the annual Town Meeting. The outgoing Chair is prohibited for holding an Officers position for at least one year, unless otherwise approved by the Selectboard. One of the three remaining Selectboard members shall be chosen as Vice-Chair. In the event selection of a new Chair and Vice-Chair is delayed, the current officers' terms will hold over. All members of the Selectboard are required to vote.

The Chair of the Selectboard shall preside at all Board meetings and shall have authority to rule on questions of evidence and procedure, to maintain order and determine course of proceedings. In the absence of the Chair, the Vice-Chair shall preside and have the same authority. In the absence of both the Chair and Vice-Chair the members present may appoint an interim chair for the meeting.

In accordance with 30-A M.R.S.A. § 2635, "the selectboard shall exercise all administrative and executive powers of the town as provided in this subchapter. The selectboard shall deal with the administrative services solely through the town manager and may not give orders to any subordinates of the manager, either publicly or privately. This section does not prevent the selectboard from appointing committees or commissions of its own members or of citizens to conduct investigations into the conduct of any official or department, or any matter relating to the welfare of the town."

The majority of the Board shall have final say over matters before the Selectboard. With the exception of duties and powers listed in this policy, no single Selectboard member shall have more authority than another.

Section 3. Meetings: The following are Selectboard rules and procedures for conducting the Selectboard meetings. These rules may be modified as the Selectboard deems appropriate, by vote, in order to conduct the business of the Town.

- A. The Selectboard meetings require a quorum of three members to conduct the business of the Town. If three members are not present, those members present may vote to adjourn

§ 215-3.4. Contract zoning. [Added 9-28-1991 by Art. 8; amended 6-20-1992 by Art. 62; 1-9-1993 by Art. 5; 1-8-1994 by Art. 6]

- A. Authority. Subject to conditions and/or restrictions and in accordance with the State of Maine planning and land use laws, 30-A M.R.S.A. § 4352, Subsection 8, property in the Town of Casco may be rezoned by a process known as "contract zoning." **[Amended 6-14-2017 by Art. 27]**
- B. Purpose. This chapter and the Comprehensive Plan provide for the orderly development and use of property. However, situations may arise where the unusual nature or unique location of a project or a proposed use of property cannot be accommodated under this chapter. Traditional procedures such as the granting of variances for dealing with the incompatibility may also prove to be inappropriate. In these special situations, more flexible and adaptable zoning methods may permit a project or use of property without, at the same time, compromising the intent of either this chapter or the Comprehensive Plan.
- (1) A contract zone, as defined by state statute, provides for property to be rezoned in order to accommodate an owner's intended use or development when zoning ordinance requirements cannot be met.
 - (2) A contract zone, when approved, represents a deviation from Town of Casco zoning standards and, as such, is subject to the conditions established in the contract agreement and is an amendment to this chapter. In its consideration of a request for contract zoning, the Town of Casco, in agreement with a property owner, may find it necessary or appropriate to grant or impose certain conditions or restrictions upon the rezoned property that do not apply to other properties in Casco. Contract zoning shall adhere as closely as possible to zoning requirements and permitted use standards of the zoning district in which the property to be rezoned lies.
- C. Procedure.
- (1) Initiation of request for contract zone with the Code Enforcement Officer. An applicant, planning a project, shall first consult with the Casco Code Enforcement Officer (CEO) to determine whether, in the opinion of the CEO, the proposal is consistent with the provisions of this chapter and the Comprehensive Plan.
 - (a) If the proposal satisfies the objectives of the Town of Casco Comprehensive Plan but does not meet the requirements of this chapter, the applicant may initiate a contract zoning request.
 - (b) If, in the opinion of the CEO, the proposed project is nonconforming with respect to both this chapter and the Casco Comprehensive Plan, the CEO may recommend that the applicant revise the proposal for acceptability under the governing documents.
 - (c) If, in the opinion of the CEO, it is unclear whether the proposal falls within the contract zoning provisions, he may suggest that the applicant seek a preapplication conference with the Planning Board.
 - (d) If the CEO finds the proposal suitable for contract zoning, the applicant shall draw

up a preliminary proposal indicating the nature, scope, and location of the proposed project. This document shall be presented to the Planning Board as an application for contract zoning.

(2) Application to the Planning Board.

- (a) The Planning Board Secretary shall schedule the application on the Planning Board agenda upon receipt of the appropriate fees.
- (b) The Town Clerk's office shall post notice of the date, time, and place of the Planning Board meeting at least 14 days prior to the Planning Board meeting and shall publish notice in a newspaper of general circulation within the Town at least two times. The date of first publication shall be at least 10 days prior to the Planning Board meeting.
- (c) In addition, at least 10 calendar days prior to the Planning Board meeting, the applicant shall notify property owners within 500 feet of the property lines of the proposed contract zone, with proof of mailing required. Owners of properties shall be those listed in the most recent tax records of the Town of Casco. This notice shall contain information indicating the nature, scope, and location of the proposed project, as well as the Planning Board meeting information.
- (d) The Planning Board shall limit review of the applicant's proposal to material relevant to the contract zoning provisions contained in this chapter.
- (e) Planning Board review of the proposed project itself under the appropriate Town ordinances and state laws will proceed after approval of the contract zoning agreement at a regularly scheduled annual or semiannual Town Meeting.
[Amended 6-14-2017 by Art. 27]

(3) Review of the application by the Planning Board.

- (a) In its examination to determine the suitability of a proposal for contract zoning, the Planning Board shall consider, among other factors, the following:
 - [1] The reason why the applicant is requesting a contract zone agreement.
 - [2] Compatibility with the Comprehensive Plan.
 - [3] The implications of the proposed project, or use of the property, for owners of surrounding properties and the neighborhood in general.
 - [4] The benefits and costs to the Town of Casco and the interests, safety, and general welfare of its citizens.
 - [5] Input, where appropriate, from Town of Casco officials, Town committees such as the Comprehensive Plan, Zoning Advisory, Conservation and Recreation Committees, and Town groups such as the Fire Department and Rescue Unit.
- (b) When negotiating the terms of a contract zoning agreement, the Planning Board

may consider, among other factors, the following:

- [1] Limitations on the number and types of use permitted.
- [2] Restrictions on the scale and density of the project.
- [3] Limitations on the hours of operation.
- [4] Specifications for the design, location, layout, and use of buildings and other improvements.
- [5] Schedules for commencement and completion of construction.
- [6] Performance guarantees securing completion and maintenance of improvements and guarantees against defects.
- [7] Preservation of natural areas, including open spaces, views, and buffers.
- [8] Protection of land, island, and water resources.
- [9] Preservation and protection of historic and archaeological sites.
- [10] Contributions toward the provision of municipal services and infrastructure required by the project.

(4) Joint review by Planning Board and Selectboard.

- (a) The Planning Board, upon reaching substantial agreement with the applicant, shall initiate, within 30 days, a joint review of the proposed contract zoning agreement with the Selectboard and the applicant.
- (b) The purpose of the joint review is to familiarize the Selectboard with the proposed contract zoning agreement and to give the Selectboard the opportunity to view the proposed contract zoning agreement in its role as administrator.
- (c) The review shall include the determination that:
 - [1] The Town's interests are adequately protected and served by the proposed contract zoning agreement.
 - [2] The costs and benefits to the Town are reasonable.
- (d) When the Planning Board and the Selectboard have reached substantial agreement on the terms and wording of the proposed contract zoning agreement, the applicant shall submit a letter confirming the applicant's substantial agreement on the terms and wording of the proposed contract zoning agreement.
- (5) Continuation of Planning Board review of proposed contract zoning agreement. The Planning Board shall complete its review and take a formal vote to submit the proposed contract zoning agreement to public hearing.
- (6) Public notice and hearing. The Planning Board shall schedule a public hearing no later than 30 days following its vote to submit the proposed contract zoning agreement to

public hearing.

- (a) Notice of this public hearing shall be posted in the Town Clerk's office at least 14 days prior to the public hearing. It shall be published in a newspaper of general circulation within the Town at least two times. The date of first publication shall be at least seven days prior to the public hearing. Notice shall also be sent to the last known address of owners whose properties abut the property to be rezoned, with proof of mailing required. This notice shall contain a copy of the proposed conditions and restrictions together with a map showing the property to be rezoned.
 - (b) The public hearing shall be conducted by the Planning Board Chair or Acting Chair.
 - (c) A taped record of the public hearing shall be made for public record.
- (7) Final review by the Planning Board. Following the public hearing, the Planning Board shall review all comments and recommendations from the public hearing and make changes where deemed necessary.
- (a) In this final review, the Planning Board shall determine whether the proposed contract zoning agreement:
 - [1] Is consistent with the Casco Comprehensive Plan.
 - [2] Establishes rezoned areas that are consistent with the existing and permitted uses of the original zone.
 - [3] Includes only such conditions and restrictions that relate to the physical development or operation of the property.
 - (b) If any substantive changes are made in the proposed contract zoning agreement, another public hearing shall be held. If there are no substantive changes, then, upon final approval by the Planning Board, the proposed contract zoning agreement shall be forwarded to the Selectboard.
- (8) Town Meeting.
- (a) The Selectboard shall then place the proposed contract zoning agreement on the warrant for the next regularly scheduled annual or semiannual Town Meeting for decision by the voters.
 - (b) The proposed contract zoning agreement shall require approval by the voters of the Town of Casco at a regularly scheduled annual or semiannual Town Meeting.
 - (c) If the contract zoning agreement is disapproved by Town Meeting vote, it may not be resubmitted for one year from the date of disapproval.

D. Administration.

- (1) Zoning amendment. Upon approval of the contract zoning agreement by the Town Meeting, this chapter shall be amended to reflect the incorporation of the new zone. Conditions and restrictions pertaining to the rezoned area shall also become part of the

record. The rezoned area shall be shown on the Town of Casco Zoning Map and shall be referenced in this chapter.

- (2) Separability. Should any section or provision of the contract zoning provisions contained in this chapter be declared by the courts to be invalid, such decision shall not invalidate any other article, section, or provision of this chapter.
- (3) Effective date of contract zoning agreement. The date of the signing of the contract zoning agreement shall occur no later than 30 days following the date of the Town Meeting at which the contract zoning agreement was approved. Subject to approval by state and federal regulatory agencies, the contract zoning agreement shall be deemed to become effective and binding when signed. Its terms, conditions and restrictions, together with this chapter, any applicable Town of Casco ordinances or regulations, and the Town of Casco Comprehensive Plan, shall thereafter govern the proposed project and/or use.
- (4) Violation and termination of contract zoning agreement.
 - (a) If the developer is found by the CEO to be in violation of the terms of the contract zoning agreement, enforcement shall follow the procedure established in Article 6 of this chapter.
 - (b) If the developer does not meet the time limits prescribed by the contract zoning agreement or abandons the project, the contract zoning agreement shall become null and void. If this occurs, the property shall revert to the underlying zoning and shall be made to comply with requirements for said zone.



PO Box 420
 5 Leach Hill Rd.
 Casco, ME 04015
www.cascopubliclibrary.org
 207-627-4541

Memo

Date: March 24, 2025

To: John Wiesemann, Code Enforcement Officer, Town of Casco
 Mary Tremblay, Deputy Code Enforcement Officer, Town of Casco

From: Pamela S. Edwards, Treasurer & Registered Agent, Casco Library Association

Subject: Contract Zone Application for the Casco Public Library

We are pleased to submit the materials necessary to apply for a Contract Zone in the Village District in the Town of Casco.

Justification

Ever since the Library bought property in 1947 to construct its first building, it has enjoyed a close relationship with the Town of Casco. Over the years since then, both the Town and the Library have shared resources and land to the benefit of the community. (See attached Time Line - 1943 to Present.) However, that sharing has never been fully documented or executed. In addition, the Town's construction of the Village Green in the late 1990's caused the Library to lose its road frontage, parking and legal access to its property. The proposed Contract Zone Agreement (CZA), along with other, related documents, are intended to remedy this situation as well as to allow the Library to renovate and expand its buildings legally and in accordance with the current Zoning and Land Use Ordinances.

Relationship to the Comprehensive Plan

Various sections of the Comprehensive Plan note that the villages of Casco are meant to be the social centers of the Town, and should be strengthened as such whenever possible. Page 13 states the villages should provide "local neighborhood amenities" including "multi-generational gathering spaces to meet neighbor(hood)s and engage in social/recreational activities." Page 44 specifically notes the importance of maintaining and expanding the existing civic buildings and spaces within Casco Village. The Library, operating as a free, public library in the heart of Casco Village, helps fulfill these needs.

Terminology used in the CZA

Certain terminology for various land areas as used in the CZA is defined in the CZA and depicted on Exhibit A in the lower right-hand corner. This terminology includes "Original

Library Property,” “Former Easement Grant,” “Fire House Lot,” “Former Land Transfer,” “Acquired Property” and “Library Property.”

In addition to the CZA itself, there will be an “Easement Agreement” between the Library and the Town. It will be the instrument that authorizes the off-street parking and access to property rights as stated in the CZA, as well as describing the authority and responsibilities of shared resources. The deed for the Acquired Property and Easement Agreement are meant to be signed and executed immediately before the Contract Zone Agreement.

Thank you for reading these materials. We look forward to working with you on our proposal and finalizing an Agreement that will benefit the Town, the Library and our shared community.

Attachments

Cc: Anthony Ward, Town Manager
Janet Ver Planck, President, Casco Library Association
Michelle R. Brenner, Library Director, Casco Library Association
Andrew Hersom, Attorney, Perkins Thompson
James Katsiaticas, Attorney, Perkins Thompson

Time Line of Actions Involving Town of Casco and Casco Library Association 1943 to Present

- 1943** – R. Thorne acquires land that now encompasses the Library lot, the Fire Barn lot and the Town Parking Lot via Deed 1728-018
- 1947** – R. Thorne conveys to Casco Library Association a 90' x 100' lot via Deed 1862-015
- 1949** – R. Thorne conveys the Fire Barn lot to the Town of Casco via Deed 1973-349
- 1952** – CLA builds first room, now known as the Fireplace Room
- 1957** – CLA builds Far Room
- 1962** – CLA builds Adult Fiction Room
- 1966** – R. Thorne conveys to the Town of Casco the land encompassing the Town Parking Lot via Deed 2973-619
- 1979** – Town votes to grant a 20' x 90' easement to the CLA (deed never executed)
- 1980** – CLA builds Book Sale Room (Library connects to Town water supply?)
- 1998?** – Town installs well on Library Property
- 1988** – Town-wide zoning first goes into effect
- 1990** – Town votes to convey property on which the Fire Barn was located to the CLA (deed never executed)
- 1991** – CLA incorporates the Fire Barn structure into its building as the Children's Area
- 1998-9** – Village Green constructed, a portion of which is on Library land; northernmost part of Leach Hill Road incorporated into Village Green
- Late 1990's?** – Playground installed, situated on both Library and Town property.
- 2002** – CLA builds the most recent addition, part of which is on Town property.
- 2010 or later?** - Town installs canopy on library property
- 2017?** – Town performs site work including installing new septic tank on town property that serves both the former town office/Oxford Bank building and the Library. Electricity for pumping septic tank to Town's leach field is provided by the Library. ADA parking spaces are constructed, as well as the ADA ramp to main Library entrance.
- 2019** – Library installs pergola on town property

Revised on 3-23-2025: dates are presented in good faith and to the best of our knowledge.

**CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE INHABITANTS OF THE TOWN OF CASCO
AND
CASCO LIBRARY ASSOCIATION**

This Contract Zoning Agreement (the “Agreement”) is entered into this ____ day of _____, 2025, by and between the **Inhabitants of the Town of Casco**, a Maine municipal corporation with a mailing address of 635 Meadow Road, Casco, Maine 04015 (the “Town”) and the **Casco Library Association** (the “Library”), a Maine nonprofit corporation with a mailing address of PO Box 420, Casco, Maine 04015, pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S. § 4352 (the “Act”) and Section 215-3.4 of the Town of Casco Zoning Ordinance (“Zoning Ordinance”), as may be amended from time to time.

WHEREAS, the Library’s building (the “Library Building”) is partially constructed on an approximately 9,000 square foot parcel of land owned by the Library and commonly known as 5 Leach Hill Road in Casco, which is more particularly described in a certain warranty deed to the Library from Raymond M. Thorne dated January 28, 1947 and recorded in the Cumberland County Registry of Deeds in Book 1862, Page 15 (the “Original Library Property”), which Original Library Property abutted Leach Hill Road at the time it was conveyed to the Library; and

WHEREAS, the Town is the current record owner of certain real property adjacent to the Original Library Property, including a certain approximately 6,000 square foot parcel of land that borders the Original Library Property to the south, as more particularly described in a certain warranty deed to the Town from Raymond Thorne dated March 31, 1949 and recorded in the Cumberland County Registry of Deeds in Book 1973, Page 349 (the “Firehouse Lot”), and a certain approximately 78,960 square foot parcel of land that borders the Original Library Property to the west and south, as more particularly described in a certain warranty deed to the Town from Raymond Thorne dated August 9, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2973, Page 619 (the “Town Office Lot”); and

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

WHEREAS, on or about March 10, 1990, the Casco Town Meeting, authorized the transfer of the Town’s “title and interest in the town building formerly known as the Casco Village Fire Station,” which building is located on the Firehouse Lot, from the Town to the Library “under the terms the Selectmen deem in the best interest of the Town of Casco to facilitate the future expansion of Casco Public Library” together with “what land is required for the project” (the “Former Land Transfer”); and

WHEREAS, in 1991, in reliance on the Casco Town Meeting’s authorization of the Former Land Transfer, the Library expanded the Library Building’s footprint onto portions of the Firehouse Lot that the Library believed it would be granted title to; and

WHEREAS, in the late 1990s, the Town discontinued the portion of Leach Hill Road that abutted the Original Library Property and constructed the Village Green thereon, eliminating the Original Library Property's street frontage, parking, and access; and

WHEREAS, in 2002, in reliance on the Casco Town Meeting's authorization of the Former Land Transfer and Former Easement Grant, the Library expanded the Library Building's footprint onto additional portions of the Firehouse Lot that the Library believed it would be granted title to and portions of the Town Office Lot (the "2002 Addition"); and

WHEREAS, neither the Former Easement Grant nor the Former Land Transfer occurred as originally planned and still had not by the time the Village Green and 2002 Addition were constructed; and

WHEREAS, the Library intends to rebuild two rooms that are not viable in the long run, as well as construct another addition to the Library Building in the near future to better accommodate growing community needs (the "Expansion/Rebuild"); and

WHEREAS, since the authorization of the Former Easement Grant and Former Land Transfer, the Zoning Ordinance has been amended such that the Library Property is a nonconforming lot and the Library Building is a nonconforming structure, changes to both of which are proscribed by the Zoning Ordinance except in accordance with regulations that the Library is unable to satisfy except through execution of this Agreement; and

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

WHEREAS, the Town and the Library wish to facilitate the substantial equivalent of the Former Land Transfer and Former Easement Agreement in a manner that is consistent with the Zoning Ordinance; and

WHEREAS, to partially accomplish the aforesaid goal, the Town has granted the Library, by Warranty Deed of even date herewith to be recorded in the Cumberland County Registry of Deeds, an approximately 11,202 square foot parcel of land (the "Acquired Library Property") adjacent to the Original Library Property on the south and west and comprised of land formerly included in the Firehouse Lot and Town Office Lot, all as more particularly described in Exhibit A and depicted on Exhibit B, both Exhibits being attached hereto and incorporated herein by reference; and

WHEREAS, to further partially accomplish the aforesaid goal, the Town and the Library have entered into a certain Easement Agreement of even date herewith to be recorded in the Cumberland County Registry of Deeds, which agreement establishes the Town and Library's rights and responsibilities with respect to those physical features that are located on the property of the other or that otherwise serve them both (the "Easement Agreement"); and

WHEREAS, to fully accomplish the aforesaid goal, the Town intends to execute this Agreement to cover the Original Library Property and the Acquired Library Property (referred to collectively herein as either the "Library Property" or as the "Contract Zone Area"), all as more

particularly described in Exhibit C and depicted on Exhibit D, both Exhibits being attached hereto and incorporated herein by reference, which properties shall merge and become a single lot (as that term is defined in the Zoning Ordinance) by virtue of coming under common ownership on the date hereof and being described together as one parcel in the Easement Agreement; and

WHEREAS, under the terms of this Agreement, the Contract Zone Area will be established in order to reflect the existing development of public uses on the Library Property, while also ensuring that the Expansion/Rebuild can be performed in compliance with the Zoning Ordinance; and

WHEREAS, the Agreement will achieve these goals by reducing the minimum lot size within the Contract Zone Area, setting minimum structure setbacks that are consistent with the existing location and planned expansion of the Library Building, which has existed for decades, and modify certain applicable performance standards; and

WHEREAS, this Agreement is consistent with the 2024 Casco Comprehensive Plan, including, without limitation, Page 44 thereof, which specifically notes the importance of maintaining and expanding the existing civic buildings and spaces within Casco Village; and

WHEREAS, all of the required public hearings and meetings for consideration of this Agreement have been duly noticed and conducted in accordance with Maine law; and

WHEREAS, the Planning Board, pursuant to § 215-3.4(C)(3) of the Zoning Ordinance and 30-A M.R.S. § 4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the Contract Zone Area as aforesaid; and

WHEREAS, the Town, by and through its Town Meeting, is authorized to approve contract zoning agreements pursuant to § 215-3.4(C)(8) of the Zoning Ordinance and the provisions of 30-A M.R.S. § 4352(8); and

WHEREAS, the Town, acting by and through its Town Meeting, therefore, has determined that said rezoning would be, and is, pursuant to and consistent with the Town's Comprehensive Plan adopted pursuant to 30-A M.R.S. § 4321 *et seq.* and consistent with the existing and permitted uses within the original zoning district classification and has authorized the execution of this Agreement and amendment of the Zoning Ordinance accordingly.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Establishment of the Contract Zone.

The Town hereby amends the Zoning map of the Town of Casco as amended, a copy of which is on file at the Casco Town Office and which is incorporated by reference in the Zoning Ordinance, by adopting the zoning map change amendment shown on Exhibit A to include the Contract Zone Area. The provisions of this Agreement shall operate as an "overlay" zone with respect to the area shown on Exhibit A, and except as otherwise set forth in this Agreement, all other requirements of the underlying Village District shall apply.

2. Permitted Uses Within the Contract Zone Area.

The uses permitted within the Contract Zone Area established in Section 1 above shall be as follows:

(a) All uses authorized as of the date of execution of this Agreement, and as may be amended hereafter, as permitted uses in the Village District or such zoning district as may hereafter encompass the Library Property; and

(b) Libraries.

3. Modified Space Standards within the Contract Zone Area.

The space standards of the underlying Village District are hereby modified as to the Contract Zone Area as follows:

(a) Minimum lot size: 5,000 square feet.

(b) Maximum building coverage: 100%.

(c) Minimum road frontage: 0 feet.

(d) Minimum structure setbacks (principal and accessory structures):

(i) Front: 5 feet.

(ii) Side: 5 feet.

(iii) Rear: 5 feet.

(iv) Notwithstanding the generally applicable standards in Section 3(d)(i)–(iii) above, the applicable setback requirement shall be zero (0) feet for:

(I) Any portion of the Library Building that does not meet these setback requirements, as it exists on the date of this Agreement; and

(II) Any structures or features that are necessary to bring the Library Building into compliance with the requirements of the Americans with Disabilities Act of 1990, as amended from time to time.

4. Curb Cuts.

Nonresidential uses are limited to the existing curb cuts within the Contract Zone Area. The existing curb cuts may be expanded or relocated with approval from the Planning Board and, if required, the Maine Department of Transportation. Any relocation or expansion shall not create conflicts with curb cuts on the opposite side of the road or result in any unsafe condition, including but not limited to sight distances.

5. Modified Performance Standards within the Contract Zone Area.

- (a) Access to Property. For the avoidance of doubt, Section 215-5.3(A) of the Zoning Ordinance, as amended from time to time, shall be applicable to the Contract Zone Area and shall be satisfied by the provisions in the Easement Agreement regarding access to the Library Property.
- (b) Buffer Zones. All performance standards located in Section 215-5.7 of the Zoning Ordinance, as amended from time to time, shall not apply to the Contract Zone Area for so long as this Agreement is in effect.
- (c) Off-Street Parking. Notwithstanding anything to the contrary in Section 215-5.22 of the Zoning Ordinance, as amended from time to time, the off-street parking required in the Contract Zone Area shall be as provided in the Easement Agreement, provided however that the nature and extent of the off-street parking provided under the terms of the Easement Agreement is subject to renegotiation upon transfer of the Library Property from the Library to another individual or entity. Without limiting the generality of the foregoing, required parking spaces in the Contract Zone Area may be shared with the Town as provided in the Easement Agreement.
- (d) Stormwater Quality and Phosphorous Control. No performance standard located in Section 215-5.31 of the Zoning Ordinance, as amended from time to time, shall apply to the Contract Zone Area for so long as this Agreement is in effect.
- (e) Signs.
 - (i) Notwithstanding Section 215-5.28(G)(2) of the Zoning Ordinance, signs for nonprofit organization activities erected in the Contract Zone Area shall not be required to obtain a permit solely because they exceed four (4) square feet of sign area.
 - (ii) Notwithstanding Section 215-5.28(H) of the Zoning Ordinance, any sign in the Contract Zone Area shall be set back at least zero (0) feet from each lot line.

6. Miscellaneous Provisions.

- (a) Future Development: Except as expressly modified herein, development in the Contract Zone Area shall be governed by and comply with the provisions of the Zoning Ordinance and any applicable amendments thereto or replacement thereof.
- (b) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto.

(c) Further Assurances: In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

(d) Maine Agreement: This Agreement is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

(e) Enforcement: The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through an enforcement action pursuant to § 215-6.2 of the Zoning Ordinance and 30-A M.R.S. § 4452, both as may be amended from time to time, and through legal action for specific performance of this Agreement. In the event of any other breach of any condition set forth in this Agreement, the Selectboard shall have the authority, after hearing, to resolve the issue resulting in the breach. The resolution may include a termination of this Agreement, following approval by Town Meeting, and a rezoning of the Contract Zone Area to the prior or any successor zoning districts. In such an event, the Library Property and the Town Property shall then be used only for such other uses as are otherwise allowed by law; provided however, that no such enforcement action shall result in a disallowance of the current uses of the Property prior to the date of this Agreement.

(f) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

(g) Recording: This Agreement shall be duly recorded at the Cumberland County Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument promptly provided to the Town Manager and Library Director.

(h) Site Plan and Subdivision Review: Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under the Zoning Ordinance.

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

INHABITANTS OF THE TOWN OF CASCO

By: _____
Anthony Ward
Its: Town Manager, Duly Authorized by Vote
of Town Meeting

CASCO LIBRARY ASSOCIATION

Name: _____

By: _____
Pamela S. Edwards
Its: Authorized Representative

State of Maine
County of Cumberland, ss. _____, 2025

Then personally appeared the above-named Anthony Ward in his capacity as Town Manager of the Town of Casco and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Inhabitants of the Town of Casco.

Before me,

Notary Public

Print Name: _____

Commission Expires: _____

State of Maine
County of Cumberland, ss. _____, 2025

Then personally appeared the above-named Pamela S. Edwards in her capacity as President of Casco Library Association and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Casco Library Association.

Before me,

Notary Public

Print Name: _____

Commission Expires: _____

EXHIBIT A

Survey, Inc.

P.O. Box 210
Windham, Maine 04062
(207) 892-2556

info@surveyincorporated.com

23-243

March 7, 2025

Exhibit A

Proposed 11,202 SF Parcel

A certain parcel of land situated on the westerly side of Leach Hill Road in the Town of Casco, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the westerly sideline of Leach Hill Road at land now or formerly of the Casco Library Association as described in a deed recorded in Book 1862 Page 15 in the Cumberland County Registry of Deeds;

Thence S 4° 00' 38" E, by and along the westerly sideline of Leach Hill Road, a distance of 60.00 feet;

Thence S 85° 59' 22" W a distance of 160.18 feet;

Thence N 4° 00' 38" W a distance of 86.61 feet;

Thence N 85° 59' 22" E a distance of 60.18 feet to land of the Casco Library Association;

Thence S 4° 00' 38" E, by and along land of the Casco Library Association, a distance of 26.61 feet;

Thence N 85° 59' 22" E, by and along land of the Casco Library Association, a distance of 100.00 feet to the Point of Beginning.

The parcel contains approximately 11,202 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Boundary Survey 5 Leach Hill Road Casco, Maine for: Casco Library Association dated March 2025 by Survey Inc.

EXHIBIT C

Survey, Inc.

P.O. Box 210
Windham, Maine 04062
(207) 892-2556
info@surveyincorporated.com

23-243

March 13, 2025

Exhibit C

Proposed 20,212 SF Parcel

A certain parcel of land situated on the westerly side of Leach Hill Road in the Town of Casco, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the westerly sideline of Leach Hill Road at land now or formerly of the Town of Casco as described in a deed recorded in Book 1337 Page 439 in the Cumberland County Registry of Deeds;

Thence S 4° 00' 38" E, by and along the westerly sideline of Leach Hill Road, a distance of 150.00 feet;

Thence S 85° 59' 22" W a distance of 160.18 feet;

Thence N 4° 00' 38" W a distance of 86.61 feet;

Thence N 85° 59' 22" E a distance of 60.18 feet;

Thence N 4° 00' 38" W a distance of 63.39 feet;

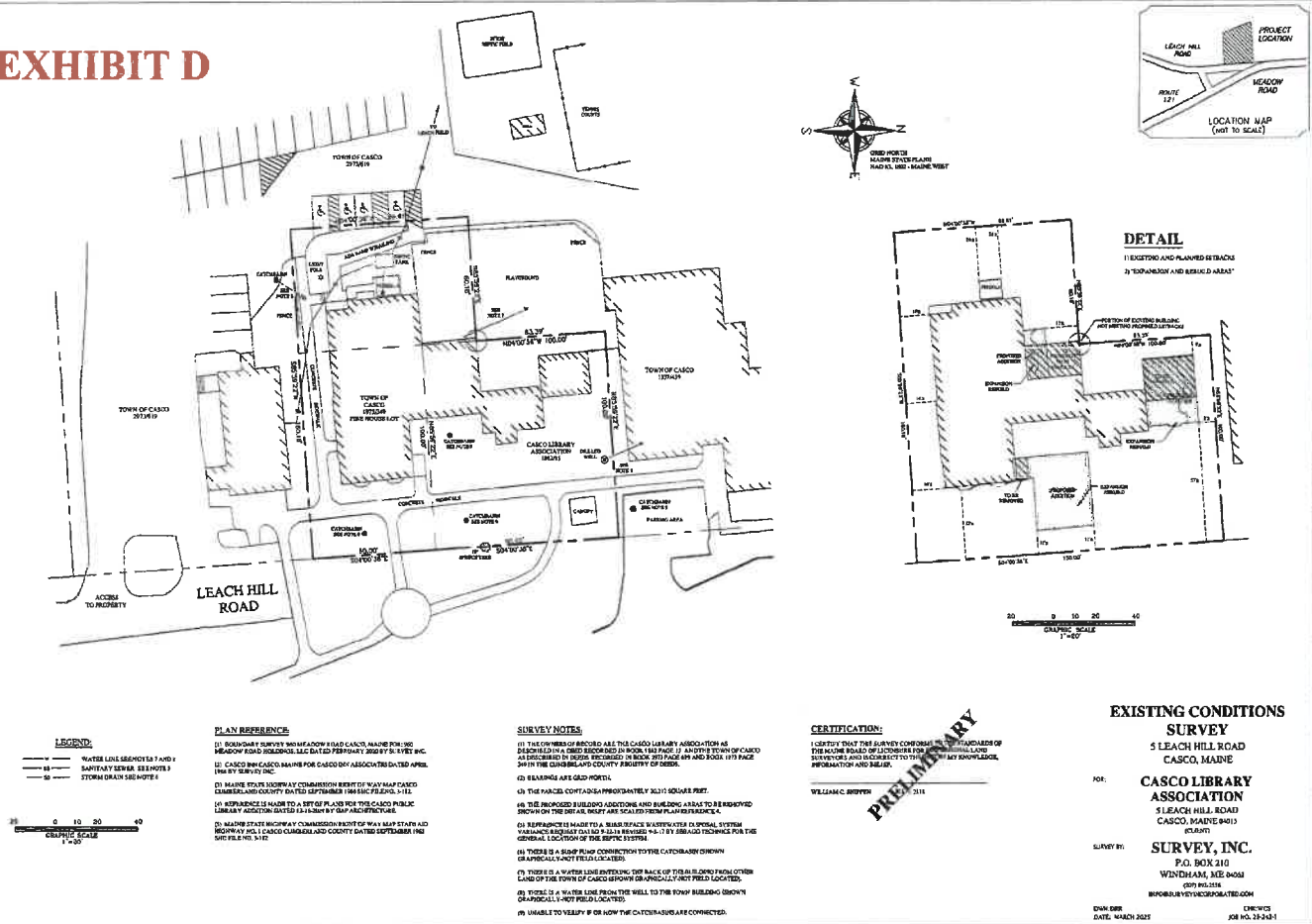
Thence N 85° 59' 22" E a distance of 100.00 feet to the Point of Beginning.

The parcel contains approximately 20,212 square feet.

Bearings are Grid North.

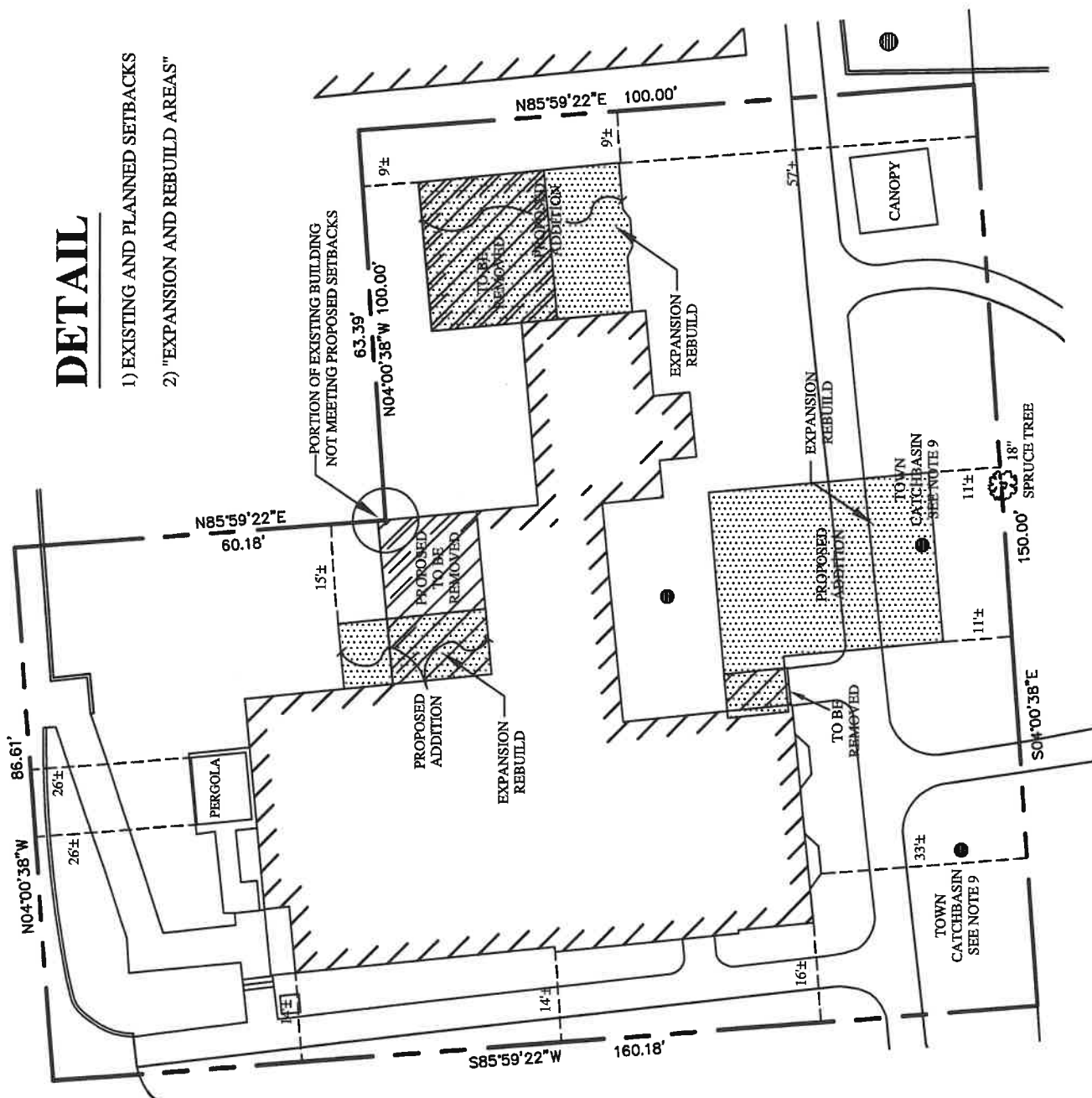
Reference is made to a plan entitled "Boundary Survey 5 Leach Hill Road Casco, Maine for: Casco Library Association dated March 2025 by Survey Inc.

EXHIBIT D



DETAIL

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



FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to Register Beano/Bingo

MGCU - 5000

****The application (to include the house rules) and registration fee must be received by the Gambling Control Unit at least ten business days prior to the Bingo Occasion****

Beano/Bingo: \$5.00 Special Per Game Registration; \$12 Calendar Week (Monday through Sunday); \$36 Calendar Month; \$400 Calendar Year

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. Organization Name: Casco Days Air Assn.

Organization Number (NPO or NCO): 7016 Federal Tax ID # (EIN): 01-0375811

Business Address: 948 meadow Rd

City: Casco State: ME Zip Code 04015

Mailing Address: Po Box 183

Phone: _____

City: Casco State: ME Zip Code: 04015

2. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Kevin Hancock, President				

Maureen McCallister, Treasurer	Po Box 183	Casco, ME 04015	508-864-5630	
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Dennis Martin, Secretary	75 Meadow Rd, Casco, ME		232-7326	
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NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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3. Location where Beano/Bingo is to be conducted:

BUILDING	ADDRESS	CITY/ZIP
Casco Day Park	948 Meadow Rd	Casco, ME 04015

4. Person responsible for conduct of Beano/Bingo:

Jennifer Morton	207 B10 8548
NAME	DAYTIME PHONE & EVENING PHONE

E-Mail Address: jennifer L Morton@gmail.com

5. Check the day(s) of the week you will be conducting Beano/Bingo:

Mon ☐ Tue ☐ Wed ☐ Thu ☒ Fri ☒ Sat ☒ Sun ☐

6. What time do the doors open? ^{thurs & Friday - 5pm} Saturday - 9am What time does the game start? ^{thurs & Fri - 6pm} Saturday - 10am

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

<u>Thurs July 24</u>	<u>545pm</u> to	<u>10 PM</u>		
<u>Fri. July 25</u>	<u>545pm</u> to	<u>10 PM</u>		
<u>Sat July 26</u>	<u>9am</u>	<u>10pm</u>		

8. Does the organization own all the equipment used in operating Beano/Bingo? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

11. Fair Association Only: Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. **Please write your organization name and number on the list.**

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

☐ Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office.

Municipal Consent to Register

The undersigned municipal officers of the City/Town of Casco, ME hereby certify that we consent to the registration by Casco Bay Fair Assoc. to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Print Name: _____ Title: _____

Date: _____ Age 18 or older: Yes ☐ No ☐

NOTE: Ensure a Copy of the House Rules for Bingo are attached to the application.

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

CASCO “COMMUNICATION SERVICES”

THIS AGREEMENT, effective July 1, 2025 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF CASCO (hereinafter referred as “the Municipality”) with a principal place of business at 635 Meadow Rd, Casco, Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A M.R.S.A. §453 the County Commissioners are authorized to establish a communications center to provide communications services for municipal rescue, ambulance, fire and police departments, and pursuant to 30-A M.R.S.A. 107, the County Commissioners are authorized to enter into agreements with municipalities within the County to provide specific communications services for municipal law enforcement functions, including dispatch of municipal units;

WHEREAS, the County has established the Cumberland County Regional Communications Center (“CCRCC”) to provide emergency and non-emergency dispatch services to several public safety agencies within Cumberland County, and to serve as the Public Safety Answering Point (“PSAP”) pursuant to 25 M.R.S.A. c. 352 for several communities within Cumberland County; and

WHEREAS, the Municipality has requested that the County provide certain communication services as set forth herein and the County is willing to provide such services through the CCRC pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES

The County agrees to provide the Municipality with the following services through the CCRCC, which shall be referred to herein as the “Communication Services.”

The Communication Services shall be provided to appropriate service providers and agencies of the Municipality as determined by the CCRCC, including, but not limited to, Fire, Rescue, Animal Control, Marine Safety, and Public Works. For purposes of this Agreement, the County hereby agrees to provide the Communication Services to the following agencies and/or departments of the Municipality: CASCO.

The Communications Services to be provided by the County shall include:

- (A) Access for use of the emergency alert system by authorized personnel.
- (B) Answering of all emergency and non-emergency calls for service.

(C) Dispatching personnel and equipment for emergency and non-emergency calls for service and all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.

(E) A warrant repository for participating agencies.

(F) Access to and licenses for the use of Computer Aided Dispatch (CAD) and Record Management Systems (RMS) software and databases utilized in connection with the Communication Services outlined above.

The County agrees that in providing the Communications Services, it will maintain adequate facilities, equipment and personnel to perform the Communications Services and carry out the purposes stated in the PSAP standards established by the State of Maine. The County further agrees to provide all services in the most cost effective and efficient manner possible and to ensure that all calls for service in the Municipality are dispatched to the appropriate service providers for the Municipality. The County shall be responsible for ensuring that all personnel providing the Communications Services have been certified and trained according to the requirements of the State of Maine.

2. AUTHORIZATION

This Agreement shall be effective only upon authorization of the legislative body of the Municipality pursuant to 30-A M.R.S.A. § 107(1) and the Cumberland County Commissioners. A copy of this Agreement shall be filed with the Clerk of the Municipality and in the office of the County Commissioners.

3. TERM & TERMINATION

A. The effective date of this agreement shall be the date upon which it is executed, following the approvals required in Section 2 above. The initial term of this Agreement shall be three years from its effective date. This Agreement shall be automatically renewed following the initial three-year term without affirmative action by the parties, unless otherwise specified in the authorization of the legislative body of the Municipality, for successive one-year periods on its anniversary date, unless and until terminated by either party as set forth herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Municipality if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein;
- b. the County discontinues the service;
- c. the County fails to comply with the material terms of this Agreement;

or

- d. the Municipality fails to appropriate the funds needed to pay the costs set forth in Section 4 of this Agreement as further outlined in Section 5 below.

2. By the County if:

- a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
- b. the Municipality fails to abide by all CC RCC policies and procedures.
- c. the Municipality fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided by either party, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

4. COSTS

The Municipality agrees to pay the County the following rates for the following terms:

Year 1 (July 1, 2025 to June 30, 2026): \$ 31,995.84
 Year 2 (July 1, 2026 to June 30, 2027): \$ 32,955.71
 Year 3 (July 1, 2027 to June 30, 2028): \$ 33,944.38

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 3,646.

Year 1 (July 1, 2025 to June 30, 2026): \$ 8.78
 Year 2 (July 1, 2026 to June 30, 2027): \$ 9.04
 Year 3 (July 1, 2027 to June 30, 2028): \$ 9.31

In addition to the per capita fee for the Communication Services outlined above, the Municipality agrees to pay the fees associated with the licensed use of the CAD and RMS software outlined in Section 1(F) above (the "Software Fee") beginning YEAR 2. The Software Fee shall cover access to, user licenses and maintenance of the respective software at the level deemed appropriate by the County for the Communication Services being provided to the Municipality. The Software Fee for YEAR 2 of this Agreement shall be \$ 2,000.00 and shall increase by 3% each year of this Agreement thereafter, unless otherwise negotiated by the Parties.

The County shall invoice the Municipality on an annual basis and payments shall be due within 60 days of the end of the contract year.

The rates for years in which this Agreement may be automatically renewed after the initial three-year term shall increase at 3% over the most recent annual rate.

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject to the approval of its legislative body. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Municipality upon notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

Pursuant to the provisions of 30-A M.R.S.A. § 453, the County Commissioners, after consulting with the municipal officers of the communities served by the CCRCC, will set policies for the CCRCC. The Cumberland County Communications Director shall be appointed by the County Manager and shall be responsible for the administration and operation of the Communications Center. This agreement shall not limit the County Commissioners' authority to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the Communication Services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

A Board of Directors will be established by the County to serve as a liaison between the Municipality and the CCRCC; review and recommend policies for the CCRCC; . The composition of the Board of Directors, the terms of its members, and filling of vacancies on the Board of Directors shall be established by policy of the County Commissioners. The County may also establish committees at its discretion, including, but not limited to, a law enforcement committee, a fire and rescue committee to promulgate policy and procedures for oversight and a technical committee to provide assistance to the CCRCC related to the use of and advancements in technology. The Director of the CCRCC shall be responsible for appointing members to these committees and for assigning directives to the committees as needed.

7. EMPLOYMENT & AGENCY

Nothing in this Agreement shall be deemed or interpreted to make the County an officer, agent, employee or representative of the Municipality, nor to make the Municipality an officer, agent, employee or representative of the County. The parties both understand and agree that the County's employees performing the Communication Services pursuant to this Agreement are not employees of the Municipality and are not entitled to benefits of any kind or nature to which employees of the Municipality are normally entitled. All such employees are and shall remain employees of the County and the County shall be solely responsible for the wages and benefits of said employees, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, and/or paid time off. Neither party shall have authority, express or implied, to bind or commit the other party to any agreements or obligations unless specifically authorized in writing.

8. PROPERTY

All real and personal property acquired or used in the performance of the Communication Services under this Agreement shall be the property of the County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

9. INDEMNITY

The Municipality shall indemnify and hold harmless the County, its officers and employees from any and all loss, liability, damage, or injury (including death) received or sustained by any person, persons or property arising out of any act or omission, neglect, or misconduct of the Municipality, its officers and employees. The Municipality further agrees to defend the County against any and all suits, actions or claims of any character brought or filed against the County arising out of any act or omission, neglect, or misconduct of the Municipality, its officers and employees. Notwithstanding the foregoing, this indemnification shall not be

construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to either party under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

10. SEVERABILITY

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for the purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such personal jurisdiction and agrees that venue shall lie in the state and federal courts within the State of Maine with respect to any cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on *forum non-conveniens* and waives any objection to the venue of any action instituted hereunder.

12. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. The parties acknowledge and agree they have each carefully read this Agreement, understand its terms and, being duly authorized, sign it as their own free act in their official capacity on behalf of the Municipality and the County respectively.

IN WITNESS WHEREOF, the [TOWN of CASCO], by order duly adopted by its [Selectmen/ Council / Town Meeting], has caused this Agreement to be signed by the [Selectmen/ Town Manager] and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be executed by the County Manager.

By: _____
James H. Gailey, County Manager

Date:

By: _____
Town of Casco
It's [Select Board Chair / Manager /
Administrator]

Date:

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819647
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Casco Fire Department

Inspection Site: 637 Meadow Road Casco, ME 04015

Citation 1 Item 1 Type of Violation: Serious

T.26Ch.28§2102(1)(e): Training and education was not complete for all firefighters commensurate with the duties that they are expected to perform prior to performing those duties.

The Town of Casco Fire Department did not complete emergency scene traffic control training for all employees tasked with directing traffic and flagging at emergency scenes. Five out of 10 employee training records reviewed identified that training was not complete.

Acceptable and feasible methods to correct the conditions include but are not limited to: Train all firefighters who are expected to direct / control traffic in the roadway at emergency scenes. Document training and keep on file.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 2 Item 1 Type of Violation: Other-than-Serious

29 CFR 1910.334(a)(2)(ii): The employer did not remove a flexible cord that had defects or evidence of damage that might expose an employee to injury, the defective or damaged item shall be removed from service, and no employee may use it until repairs and tests necessary to render the equipment safe have been made.

The Town of Casco Fire Department did not remove a damaged flexible cord (shoreline) from service. The insulation was pulled away from the plug end, which had electrical tape wrapped on the cord.

Acceptable and feasible methods to correct the conditions include but are not limited to: Remove damaged flexible cord from service and either discard or tag out of service until repairs are made by a qualified person.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

**Inspection
Number:**

1819647

Inspection Date:

04/16/2025-04/24/2025

Issuance Date:

05/21/2025

**Citation and Notification of Penalty****Company Name:** Town of Casco/ Casco Fire Department**Inspection Site:** 637 Meadow Road Casco, ME 04015**Citation 2 Item 2 Type of Violation: **Other-than-Serious****

29 CFR 1910.1030(c)(1)(iv): The Exposure Control Plan was not reviewed and updated at least annually.

The Town of Casco Fire Department did not review the Exposure control program (bloodborne pathogens) at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Acceptable and feasible methods to correct the conditions include but are not limited to: Review and update at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Date By Which Violation Must Be Abated:**June 25, 2025****Proposed Penalty:****\$0.00****Citation 2 Item 3 Type of Violation: **Other-than-Serious****

12-179CMRCh.7(I)(a): The employer did not perform annual license checks of all apparatus drivers to ensure they possess a valid driver's license.

The Town of Casco Fire Department did not complete the annual review of the driving history of each employee tasked with operating apparatus. An annual review of employee driving history was not completed for 10 of 10 drivers' records reviewed for employees who are tasked to drive fire apparatus.

Acceptable and feasible methods to correct the conditions include but are not limited to: The Chief or designees shall annually review each employee's driving history through the Maine Bureau of Motor Vehicles.

Date By Which Violation Must Be Abated:**June 25, 2025****Proposed Penalty:****\$0.00**

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819647
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Casco Fire Department

Inspection Site: 637 Meadow Road Casco, ME 04015

Citation 2 Item 4 Type of Violation: Other-than-Serious

12-179CMRCh.7(II)(e): The employer did not establish a training program for all fire apparatus drivers that, at a minimum, included the following: E. Apparatus drivers' skills assessed every 3 years.

The Town of Casco Fire Department did not complete a 3-year driver reevaluation for employees tasked with driving apparatus to emergency scenes. Eight out of 10 driver's skills assessments reviewed were not complete.

Acceptable and feasible methods to correct the conditions include but are not limited to: Evaluate all apparatus drivers' skills every 3-years on a pre-planned route that takes drivers to various road hazards throughout the community.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Steven L. Greeley, Director
Workplace Safety & Health Division

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819647
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Casco Fire Department

Inspection Site: 637 Meadow Road Casco, ME 04015

ABATEMENT CERTIFICATION WORKSHEET

Town of Casco/ Casco Fire Department
637 Meadow Road
Casco, ME 04015
Issuance Date: 05/21/2025

Inspection Number: 1819647

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: Workplace Safety & Health Division, 45 State House Station, Augusta Maine 04333-0045.

Citation Number 1 and Item Number 1 was corrected on May 30, 2025
By (Method of Abatement): Reviewed all personnel training files and collected missing documents. If documents weren't available, employees retrained

Citation Number 2 and Item Number 1 was corrected on April 16, 2025
By (Method of Abatement): Chord removed and replaced

Citation Number 2 and Item Number 2 was corrected on April 22, 2025
By (Method of Abatement): Health Officer reviewed Exposure control plan and next review date identified on plan

Citation Number 2 and Item Number 3 was corrected on April 17, 2025
By (Method of Abatement): License checks completed through Infome for all active employees

Citation Number 2 and Item Number 4 was corrected on April 17, 2025
By (Method of Abatement): Training Division assigned the monthly task of reviewing documented driver Training for all employees

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

[Signature]
Signature

Anthony Ward
Typed or Printed Name

June 11, 2025
Date
Town Manager
Title

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819661
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Public Works
Inspection Site: 637 Meadow Road Building 2 Casco, ME 04015

Citation 1 Item 1 Type of Violation: Serious

29 CFR 1910.132(d)(1): The employer did not assess the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). If such hazards are present, or likely to be present.

The Town of Casco Public Works did not assess the workplace tasks for associated hazards that would necessitate the use of personal protective equipment. Workplace tasks include but are not limited to operating equipment, dam cleaning, gate operations, sweeping, grounds maintenance, traffic control, plowing, shoveling, and ditch work.

Acceptable and feasible methods to correct the conditions include but are not limited to: Perform a hazard assessment of the workplace, including hazardous tasks at all places where employees conduct tasks (dam, shop, roadways), to identify hazards associated with each task, and the personal protective equipment employees should use to control the hazards. The assessment is required to be certified and dated by the person conducting the assessment. Once complete, train all employees on the assessment, the proper use of PPE, the limitations of the PPE, cleaning, storage and maintenance, and donning and doffing of PPE.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 1 Item 2 Type of Violation: Serious

29 CFR 1910.134(c): The employer did not establish and implement a written respiratory protection program with worksite-specific procedures to protect the health of employees or whenever respirators are required by the employer. The program shall be updated as necessary to reflect those changes in workplace conditions that affect respirator use. The employer shall include in the program the following provisions as applicable found in 29CFR 1910.134(c)(1)(i) through 29 CFR 1910.134(c)(1)(ix).

The Town of Casco Public Works did not implement a written respiratory protection program with its elements, including but not limited to respirator selection, medical evaluations, fit testing, proper use, procedures for cleaning, storage, maintenance, and employee training. Employees wear 3M half-face respirators to protect themselves from dirt, dust, and sand that potentially contains silica while completing sweeping, power brooming, blowing, and salt/sand shed work.

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819661
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Public Works

Inspection Site: 637 Meadow Road Building 2 Casco, ME 04015

Acceptable and feasible methods to correct the conditions include but are not limited to: Establish and implement a written respiratory protection program with worksite-specific procedures to include respirators that are currently used, elements of the written program are found in 29CFR 1910.134(c)(1)(i) through 29 CFR 1910.134(c)(1)(ix). Provide medical evaluations by a Physician or Other Licensed Health Care Professional (PLHCP) for all employees tasked to use respiratory protection at intervals established by MDOL-BLS. Prior to use, provide initial and annual qualitative or quantitative fit testing for all employees required to use respirators, and when the employer observes visual changes in an employee's physical condition that could affect respirator use/fit.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 1 Item 3 Type of Violation: **Serious**

29 CFR 1910.184(c)(4): Slings were loaded in excess of their rated capacities.

The Town of Casco Public Works employees lifted a SaltDogg sand spreader out of their plow truck and placed on wooden blocks. The equipment used for the lift was a Hampton 5000-pound recovery strap designed for horizontal straight pulls, not vertical lifts.

Acceptable and feasible method to correct the conditions include but are not limited to: Obtain the correct and sufficient lifting straps or chains. Ensure lifting equipment is properly rated, inspected, and kept in safe working conditions. Ensure employees are properly trained in safe work practices, and inspections.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 1 Item 4 Type of Violation: **Serious**

29 CFR 1926.21(b)(2): The employer did not instruct each employee in the recognition and avoidance of unsafe condition(s) and the regulation(s) applicable to his work environment to control or eliminate any hazard(s) or other exposure to illness or injury.

The Town of Casco Public Works did not complete work zone, flagging, and excavation/backhoe training for all employees tasked to perform those duties. One of 3 employee training records reviewed identified training was not complete for work-zone, flagging, and 1 of 3 for excavation/backhoe training.

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819661
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Public Works

Inspection Site: 637 Meadow Road Building 2 Casco, ME 04015

Acceptable and feasible methods to correct the conditions include but are not limited to: Train all employees tasked with working in the roadway on the hazards associated with work zones as well as hazards associated with working around trenching and excavations sites. SafetyWorks! offers a Trenching and Excavation class for free, to sign-up for a class visit: www.safetyworksmaine.gov.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 2 Item 1 Type of Violation: Other-than-Serious

29 CFR 1910.30(b)(1): The employer did not train each employee on or before May 17, 2017, in the proper care, inspection, storage, and use of equipment covered by this subpart before an employee uses the equipment.

The Town of Casco Public Works did not provide ladder training to employees who are tasked with using them. Training was not complete for 3 of 3 employees.

Acceptable and feasible methods to correct the conditions include but are not limited to: Train all employees tasked to use ladders on proper care, inspection, storage and use of ladders before tasked to use them.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Steven L. Greeley, Director
Workplace Safety & Health Division

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

**Inspection
Number:**

1819661

Inspection Date:

04/16/2025-04/24/2025

Issuance Date:

05/21/2025

**Citation and Notification of Penalty****Company Name:** Town of Casco/ Public Works**Inspection Site:** 637 Meadow Road Building 2 Casco, ME 04015**ABATEMENT CERTIFICATION WORKSHEET**

Town of Casco/ Public Works
637 Meadow Road Building 2
Casco, ME 04015
Issuance Date: 05/21/2025

Inspection Number: 1819661

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: Workplace Safety & Health Division, 45 State House Station, Augusta Maine 04333-0045.

Citation Number 1 and Item Number 1 was corrected on June 3, 2025
By (Method of Abatement): Assessment completed on PW tasks related to Hazards, received medical examination related to respiration protection and fit tested

Citation Number 1 and Item Number 2 was corrected on June 3, 2025
By (Method of Abatement): Written Policy completed and employees trained on policy

Citation Number 1 and Item Number 3 was corrected on June 12, 2025
By (Method of Abatement): Properly rated lifting straps purchased. Employees trained on use for lifting & rigging

Citation Number 1 and Item Number 4 was corrected on June 5, 2025
By (Method of Abatement): All Employees trained on Backhoe and flagging. Training properly documented

Citation Number 2 and Item Number 1 was corrected on Apr. 12, 2025
By (Method of Abatement): Training on ladder use, proper care and storage. Additionally, registered for safety works Ladder safety class on July 21, 2025

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

Anthony Ward

Signature

Anthony Ward

Typed or Printed Name

June 12, 2025

Date

Town Manager

Title

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819668
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Pleasant Lake Dam

Inspection Site: Edes Falls Road Casco, ME 04015

Citation 1 Item 1 Type of Violation: Serious

29 CFR 1910.28(b)(1)(i): The employer did not ensure that each employee on a walking-working surface with an unprotected side or edge that is 4 feet (1.2 m) or more above a lower level is protected from falling by one or more of the following: (A) Guardrail systems; (B) Safety net systems; or (C) Personal fall protection systems, such as personal fall arrest, travel restraint, or positioning systems.

The Town of Casco Pleasant Lake Dam did not provide employees protection from an unprotected side or edge, approximately 10.5 feet above the lower level of the downstream sluice gate area.

Acceptable and feasible methods to correct the conditions include but are not limited to: Install guardrail systems capable of withstanding, without failure, a force of at least 200lbs or provide Personal fall protection systems in all areas employees are exposed to falls 4 feet or more above a lower level.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Steven L. Greeley, Director
Workplace Safety & Health Division

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819668
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Pleasant Lake Dam

Inspection Site: Edes Falls Road Casco, ME 04015

ABATEMENT CERTIFICATION WORKSHEET

Town of Casco/ Pleasant Lake Dam
Edes Falls Road
Casco, ME 04015
Issuance Date: 05/21/2025

Inspection Number: 1819668

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: Workplace Safety & Health Division, 45 State House Station, Augusta Maine 04333-0045.

Citation Number 1 and Item Number 1 was corrected on June 13, 2025
By (Method of Abatement): Railings installed on Dam, gate installed on platform for Fishgate, and PPE policy in place for staff along with training on policy.

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

Signature

Typed or Printed Name

Date

Title

Anthony Ward
Anthony Ward

June 16, 2025
Town Manager

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819673
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Bulky Waste - Transfer Station

Inspection Site: 449 Leach Hill Road Casco, ME 04015

Citation 1 Item 1 a Type of Violation: **Serious**

29 CFR 1910.134(e)(1): The employer did not provide a medical evaluation to determine the employee's ability to use a respirator, before the employee was fit tested or required to use the respirator in the workplace.

The Town of Casco Bulky Waste and Transfer Station did not provide medical evaluations for employees required to wear N95 respirators. Medical evaluations were not complete for four of 4 employees.

Acceptable and feasible methods to correct the conditions include but are not limited to: Provide, obtain, and maintain medical evaluations for all employees who use respiratory protection. Employees who do not receive a medical evaluation shall be restricted from tasks requiring a respirator until they receive a medical evaluation by a Physician or Other Licensed Health Care Professional (PLHCP). Use of respiratory protection and respirator fit testing is only conducted on employees who have a current medical evaluation from a PLHCP.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Citation 1 Item 1 b Type of Violation: **Serious**

29 CFR 1910.134(f)(2): The employer did not ensure employees using a tight-fitting facepiece respirator were annually fit tested.

The Town of Casco Bulky Waste and Transfer Station did not complete fit testing on N95 respirators. Fit testing was not completed for four of 4 employees.

Acceptable and feasible methods to correct the conditions include but are not limited to: Provide qualitative or quantitative fit testing for employees required to wear respirators. Provide initial and annual fit tests prior to use as well as if the employer observes visual changes in an employee's physical condition that could affect respirator use / fit.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819673
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Bulky Waste - Transfer Station

Inspection Site: 449 Leach Hill Road Casco, ME 04015

Citation 1 Item 1 c Type of Violation: Serious

29 CFR 1910.134(k): The employer did not provide annual respirator training to employees who are required to use a respirator in the workplace.

The Town of Casco Bulky Waste and Transfer Station did not complete annual training for employees required to wear N95 respirators. Annual refresher training was not completed for four of 4 employees.

Acceptable and feasible methods to correct the conditions include but are not limited to: Conduct annual training ensuring all employees can demonstrate knowledge found in 29 CFR 1910.134(k) of the OSHA respiratory protection standard titled "Training and Information".

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Citation 1 Item 2 Type of Violation: Serious

29 CFR 1910.1030(g)(2)(iv): The employer did not ensure annual training for employees with occupational exposure to blood or other potentially infectious material was provided within one year of their previous training.

The Town of Casco Bulky Waste and Transfer Station did not ensure that employees who have been determined to have occupational exposure to blood or other potentially infectious materials received annual training within one year of their previous training. Training was not complete for six of 6 employees.

Acceptable and feasible methods to correct the conditions include but are not limited to: Annually train all employees on the minimum training elements found in 29 CFR 1910.1030(g)(2)(vii)(A) through 29 CFR 1910.1030(g)(2)(vii)(N).

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$700.00

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

Inspection Number: 1819673
Inspection Date: 04/16/2025-04/24/2025
Issuance Date: 05/21/2025

**Citation and Notification of Penalty**

Company Name: Town of Casco/ Bulky Waste - Transfer Station

Inspection Site: 449 Leach Hill Road Casco, ME 04015

Citation 2 Item 1 Type of Violation: Other-than-Serious

29 CFR 1910.1030(c)(1)(iv): The Exposure Control Plan was not reviewed and updated at least annually.

The Town of Casco Bulky Waste and Transfer Station did not review the Exposure Control Plan (Bloodborne Pathogens) at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. Documentation did not show when the program's last review was conducted.

Acceptable and feasible methods to correct the conditions include but are not limited to: Review and update at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Date By Which Violation Must Be Abated:

June 25, 2025

Proposed Penalty:

\$0.00

Steven L. Greeley, Director
Workplace Safety & Health Division

Maine Department of Labor

Bureau of Labor Standards
Workplace Safety & Health Division

**Inspection
Number:**

1819673

Inspection Date:

04/16/2025-04/24/2025

Issuance Date:

05/21/2025

**Citation and Notification of Penalty****Company Name:** Town of Casco/ Bulky Waste - Transfer Station**Inspection Site:** 449 Leach Hill Road Casco, ME 04015**ABATEMENT CERTIFICATION WORKSHEET**

Town of Casco/ Bulky Waste - Transfer Station
449 Leach Hill Road
Casco, ME 04015
Issuance Date: 05/21/2025

Inspection Number: 1819673

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: Workplace Safety & Health Division, 45 State House Station, Augusta Maine 04333-0045.

Citation Number 1 and Item Number 1 was corrected on April 29, 2025
By (Method of Abatement): All 4 employees medically evaluated for
for respirator wear. All fit tested for respirators scheduled.

Citation Number 1 and Item Number 1b was corrected on _____
By (Method of Abatement): _____

Citation Number 1 and Item Number 1c was corrected on June 5, 2025
By (Method of Abatement): All Transfer Station Bulky Waste employees
received annual respirator training

Citation Number 1 and Item Number 2 was corrected on April 19, 2025
By (Method of Abatement): _____

Citation Number 2 and Item Number 1 was corrected on June 6, 2025
By (Method of Abatement): All employees reviewed Exposure Control plan after
being reviewed and updated on

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

Anthony Wase
Signature
Typed or Printed Name

Town Manager
Date
Title

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Casco, Maine

To the: ☐ City

☒ Town

☒ County of: Cumberland, Maine

☒ Central Maine Power hereby applies for permission to:

☒ Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

☐ Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

☒ Central Maine Power Company and CCI OF MAINE COMPANY

jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point:
2. Road (State & CMP):
3. Direction:
4. Distance:
5. Number of Poles:

☒ Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.

☐ Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

☐ Public Notice of this application has been given by publishing the text of the same

☒ Not Published

In:

On:

CENTRAL MAINE POWER COMPANY

CCI OF MAINE COMPANY

By: Carrie Reynolds

Date: Apr 29, 2025

By: Kurt Bombardier Date: 5/7/2025

CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page 1 of 1

City / Town: Casco

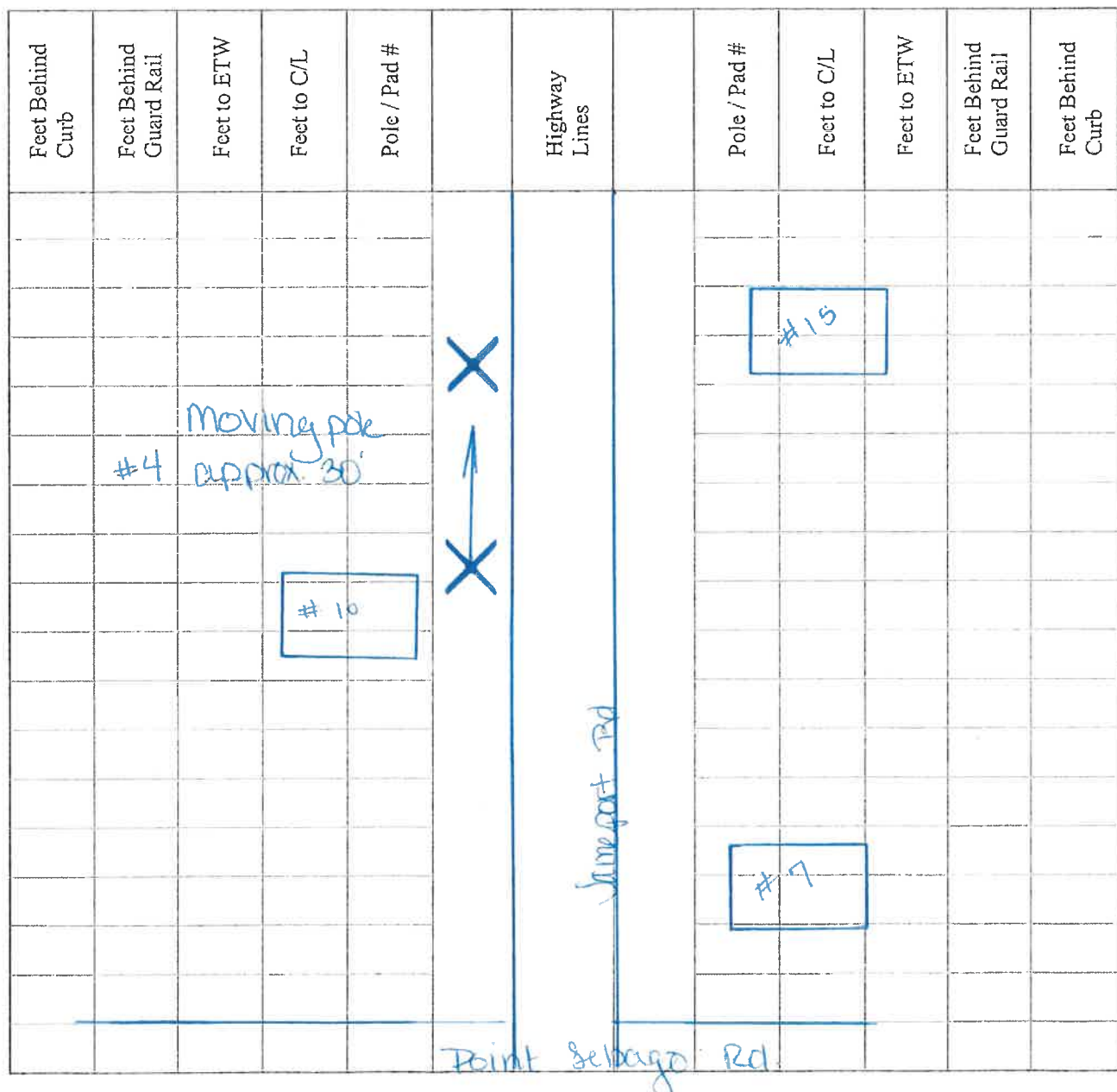
Date: Apr 29, 2025

Street: Jamesport Road

By: Carrie Reynolds

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available.

Poles/ Pads are staked. For further information call: Carrie Reynolds at Central Maine Power Company tel: 207.841.2425 . Pole/Pad spans shown are approximate.



LOCATION PERMIT

Upon the Application of Central Maine Power Company and CCI OF MAINE COMPANY

dated Apr 29, 2025, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Casco, approximately located as follows:

1. Starting Point: 10 Jamesport Road
2. Road (State & CMP): Jamesport Road
3. Direction: easterly
4. Distance: 30' feet
5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk