

provisions of the Ordinance and the provisions of State law applicable to this matter.

5. On or about July 17, 2024, the CEO served Defendant with a notice of violation (the “First NOV”), citing Defendant for using 2-3 recreational vehicles (“RVs”) as permanent residences, and directing Defendant to remove or cease using such RVs as permanent residences.

6. On or about October 21, 2024, the CEO served Defendant with a second notice of violation (the “Second NOV”) detailing the continued presence of the RVs and reiterating that Defendant needed to either remove or cease using the RVs for permanent residential purposes.

7. On or about May 15, 2025, the CEO served Defendant with third notice of violation (the “Third NOV¹”) citing Defendant for using no fewer than four RVs on the Property as permanent residences and maintaining those RVs without building permits. Accordingly, the CEO determined that the Property was in violation of the Ordinance, which prohibits (a) the use of RVs for residential purposes, (b) the use of a structure without a building permit, and (c) the presence of more than two dwellings on the Property. The Third NOV directed Defendant to remove all RVs from the Property or otherwise ensure that the same are not used for permanent residential purposes, and to secure building permits for any remaining structures on the Property, including such RVs that would be permanently located thereon.

¹ All three notices of violation are attached to the Town’s Citation and Complaint as **Exhibit A** and are incorporated by reference into this Consent Judgment.

8. Section 215-2.1 of the Ordinance clarifies that an RV is a structure subject to all permitting requirements under the Ordinance if it cannot be transported over public roads, does not remain with its tires on the ground, is not road worthy, or does not possess a current valid registration sticker from any state division of motor vehicles. Section 215-2.1 also prohibits the use of RVs for permanent residential purposes.

9. Section 215-6.1.A.1 of the Ordinance provides that no “structure may be erected, moved, added to, or structurally altered without a permit therefor issued by the Code Enforcement Officer to the owner of record or [her] authorized agent.”

10. Section 215-4.6 of the Ordinance establishes that the minimum land area per dwelling unit within the RD is 60,000 square feet. The Property is approximately 174,240 square feet, so it can legally accommodate no more than two dwelling units. Per § 215-2.1 of the Ordinance, neither such dwelling unit may be an RV.

11. Defendant admits to the presence of several unregistered RVs at the Property, for which she has not received building permits. However, Defendant denies that the RVs have been used for permanent residential purposes.

12. Defendant acknowledged receipt of the Third NOV in an email to the CEO dated June 18, 2025. However, Defendant did not appeal any of the three NOVs to the Casco Appeals Board, which is permitted by § 215-6.3.D.2 of the Ordinance. Defendant has therefore forfeited her right to challenge the merits

of the noticed zoning violations. *City of Lewiston v. Verrinder*, 2022 ME 29, ¶ 14, 275 A.3d 327.

13. Defendant agrees to remedy the violations of the Ordinance outlined in the Third NOV in the following manner:

- a. On or before **June 1, 2026**, Defendant shall (i) remove from the Property any unpermitted RV that cannot be transported over public roads, does not remain with its tires on the ground, is not road worthy, or does not possess a current valid registration sticker from any state division of motor vehicles; (ii) obtain building permits for any remaining RVs or other structures at the Property; and (iii) demonstrate, to the satisfaction of the CEO, that none of the remaining RVs at the Property are being used for permanent residential purposes.
- b. On or before **June 1, 2026**, Defendant shall remove from the Property, to the satisfaction of the CEO, (i) any unregistered, uninspected, or otherwise disabled motor vehicle and any part thereof; (ii) any discarded, worn-out or junked plumbing or heating supplies, electronic or industrial equipment, household appliances or furniture; (iii) any discarded, scrap, or junked lumber; and (iv) any discarded, worn-out, or scrap metal, rope, rags, batteries, paper trash, or rubber debris. Notwithstanding Paragraph 12(b)(i), Defendant may keep no

more than three (3) unregistered, uninspected, or otherwise disabled motor vehicles at the Property.

- c. In accordance with 30-A M.R.S. § 4452(3)(A), Defendant agrees to pay to the Town a civil penalty in the amount of **\$15,000**; provided however, that if Defendant satisfactorily completes the requirements of Paragraphs 12(a)-(b) of this Consent Judgment by the date provided, the Town shall waive its right to collect said civil penalty. Should payment be required by the terms of this Consent Judgment, such payment shall be made by cash or by bank check payable to the Town of Casco on or before .
- d. In accordance with 30-A M.R.S. § 4452(3)(D), Defendant shall reimburse the Town for its costs of bringing this case, which costs include court filing fees, service costs, and attorney fees incurred by the Town to date in the prosecution of this action, for a total of **\$4,500**, by cash or bank check payable to the Town of Casco, on or before **August 1, 2026**.
- e. Defendant shall obtain appropriate approvals and permits from the Town before undertaking new uses of the Property.

14. Defendant agrees to allow the CEO to enter the Property at reasonable hours in order to inspect the same for compliance with the terms of this Consent Judgment.

15. If Defendant fails or refuses to comply with the requirements of paragraph 12(a)-(b) of this Consent Judgment, the Town shall be entitled to enter the Property, take possession of (i) any unpermitted RVs that do not have current valid registration stickers or that otherwise qualify as structures under the Ordinance; (ii) any unregistered, uninspected, or otherwise disabled motor vehicle and any part thereof; (iii) any discarded, worn-out or junked plumbing or heating supplies, electronic or industrial equipment, household appliances or furniture; (iv) any discarded, scrap, or junked lumber; and (v) any discarded, worn-out, or scrap metal, rope, rags, batteries, paper trash, or rubber debris remaining on the Property at the time of the Town's entry, and dispose of the same in a manner determined, at the Town's sole discretion, to be in the best interest of the Town. All proceeds for the sale or scrap of any items removed from the Property shall be credited to the arrearages owed by Defendant to the Town under this Consent Judgment, or in the absence of any arrearages, may be retained by the Town.

16. To the extent that the Town incurs uncompensated expenses in connection with ensuring Defendant's compliance with the requirements of this Consent Judgment or the removal of items from the Property, the Town may obtain a writ of execution for such uncompensated expenses, which the Clerk is hereby authorized and directed to issue upon request.

17. If Defendant fails or refuses to comply with the terms of Paragraphs 12(a)-(b) of this Consent Judgment, the suspended civil penalty of \$15,000 set forth in paragraph 12(c) shall be due and payable to the Town on or before

September 1, 2026. Should Defendant fail or refuse to make this payment within said timeframe, the Town may obtain a writ of execution for the remaining outstanding amounts, which the Clerk is hereby authorized and directed to issue upon request.

18. This Consent Judgment may be enforced by either party by filing a Motion to Enforce with the Court, which shall not be considered a Motion for Contempt reviewable under Rule 66 of the Maine Rules of Civil Procedure.

19. Upon approval by the Court, this Consent Judgment shall be entered as the final judgment in this matter and shall be binding upon the parties, their successors, assigns, heirs, and employees.

20. Defendant acknowledges that she has been advised to and has been afforded the opportunity to retain counsel to both review this Consent Judgment and advise Defendant regarding her legal rights and responsibilities hereunder.

21. Should any ambiguity exist within the terms of this Consent Judgment, such ambiguities shall not be interpreted against either party.

22. This Consent Judgment shall be incorporated onto the docket by reference, consistent with M.R. Civ. P. 79(a).

SEEN AND AGREED:

Benjamin B. Algeo, Bar No. 10653
Benjamin T. McCall, Bar No. 5780

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APPROVED:

Dated: _____, 2026

Judge, District Court

(printed)