

SETTLEMENT AGREEMENT
955 Meadow Road, Casco – Private Water Supply
23 M.R.S. § 3659

This Settlement Agreement (“Agreement”) is entered into by and between the **Inhabitants of the Town of Casco** (the “Town”), **Richard C. Burnell**, individually and in his capacity as sole Trustee under the Richard C. Burnell Living Trust dated September 13, 2017 (“Burnell”), and **Theresa A. Linnell**, individually and in her capacity as sole Trustee under the Theresa A. Linnell Living Trust dated September 13, 2017 (“Linnell”) (together with Burnell, the “Property Owners” and collectively with the Town, the “Parties”). The Agreement shall be effective as of the date of the last signature thereon (the “Effective Date”).

WHEREAS, through their respective trusts, the Property Owners own property located at 955 Meadow Road in Casco, Maine, being more particularly identified on the Tax Maps of the Town of Casco as Map 42, Lot 22-A and more particularly described in a deed from Richard C. Burnell and Theresa A. Linnell, dated January 19, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34615, Page 321 (the “Property”); and

WHEREAS, the Property abuts Meadow Road, a state aid highway that is owned by the State of Maine, but maintained by the Town, with such maintenance including, without limitation, the application of salt and sand; and

WHEREAS, the Property Owners allege that the Town’s application of salt and sand to Meadow Road has degraded the quality of the potable water (the “Water Supply”) available through the Property’s well (the “Claim”); and

WHEREAS, pursuant to 23 M.R.S. § 3659, the Town may, after investigation of the Claim, make an offer of settlement to the Property Owners; and

WHEREAS, pursuant to 23 M.R.S. § 3659(3), this offer of settlement may include, among other things, installing a treatment system for the Water Supply intended to cure any issues with its potability; and

WHEREAS, without waiving any claims or arguments relating to its liability, the Town has investigated the Claim and wishes to make an offer of settlement to the Property Owners under 23 M.R.S. § 3659(3); and

WHEREAS, the Property Owners wish to accept the Town's offer of settlement, as fully set forth in this Agreement, as consideration for the full resolution of the Claim.

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

1. **Water Treatment and New Septic System:** The Property Owners intend to remedy the Claim by installing a reverse osmosis system that will reduce the sodium, chloride, iron, and overall hardness level of the Water Supply. In furtherance of this goal, the Property Owners have received: (a) a quote from Ward Water Inc. for the installation of an Entipur ELP 2000 Point of Entry Reverse Osmosis System for **\$34,647**, and (b) a quote from Dow Excavating, Inc. for the installation of a new Eljen septic system necessary to store and treat the increased water flow created by the reverse osmosis system for **\$25,700** (collectively the "Improvements").
2. **Settlement:** The Town agrees to make a total financial contribution to the Property Owners of **\$109,500** (the "Settlement"), payable as follows:

a. **Cost of Improvements.** All invoices for the installation of the Improvements shall be forwarded by the Property Owners to the Town Manager or his designee. The Town shall pay all such invoices directly to the contractor or subcontractor that issued the invoice. Payment shall be made within 30 days of the Town's receipt of such invoice, and the Town disclaims any liability for late or missed payments due to the Property Owners' failure to timely forward such invoices to the Town. No payment related to the installation of the Improvements shall be made directly to the Property Owners.

b. **Future Maintenance Costs.** The Town shall pay directly to the Property Owners a lump sum intended to cover the cost of regular maintenance on the Improvements. This sum shall total the difference between \$109,500 and the total amount of invoice payments made by the Town under Paragraph 2(a) of this Agreement. This future maintenance costs payment shall be made by the Town to the Property Owners within 30 days of receipt of notice from the Property Owners that the Improvements have been completely installed and are operational.

3. **Exclusivity of Financial Payment; No Ongoing Maintenance Obligation:** The Parties understand, and the Property Owners agree and accept, that the Settlement is the sole and exclusive remedy for the Claim, to the exclusion of all others. The Town specifically disclaims all future liability and responsibility for the Water Supply, including but not limited to its present and future potability, and it specifically disclaims all future liability and responsibility for the Improvements. The Town's payment for the Improvements' installation shall not be construed to constitute a warranty or guarantee of any kind.

4. **Release by Property Owners:** The Property Owners, which includes Burnell, Linnell, and each of their respective trusts as named above, together with their agents, fellow

agents, representatives, heirs, assigns, and any and all persons or entities in privity with them, now or in the future, including successors in interest to the Property, do hereby release, cancel, acquit, relinquish, and forever discharge the Town, along with its agents, representatives, employees, attorneys, and any and all persons or entities in privity with any of the foregoing (collectively, "Town Releasees"), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys' fees, whether known or not known, suspected or claimed, that the Property Owners ever had, now have, or that may later develop, appear or accrue against the Town Releasees arising out of or related to the Claim, the installation, function and performance of the Improvements, and the present and future potability of the Water Supply, except to the extent set forth in this Agreement.

5. **Integration Clause**: The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting settlement of the Claim, the installation of and responsibility for the Improvements, and the present and future potability of the Water Supply. This Agreement supersedes all prior agreements, arrangements and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed jointly and properly authorized by all of the Parties. All representations and promises made by any party to another, whether in writing or orally, are understood by the Parties to be merged into this Agreement.

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

7. **Additional Warranties:**

A. The Parties warrant that no promise or agreement not herein expressed has been made; that the Parties did not rely upon any statement or representation made by any other Party to this Agreement or by said Party's agents, servants, employees or attorneys, but relied solely upon its own judgment that the above-mentioned consideration is received in full compromise, settlement and satisfaction of all the aforesaid claims and demands whatsoever; no promise for other or further consideration has been made; that the consideration expressed herein is the sole consideration for this Agreement; and such consideration is contractual and not a mere matter of recital.

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

C. The Parties have made such investigation as they deem necessary and declare that the terms of this Agreement are fully understood and voluntarily accepted by them. This Agreement is freely and voluntarily executed by the Parties after each has been apprised of all relevant information pertaining thereto and after expressly indicating that no further information is required in order to provide informed consent to the terms and conditions of this Agreement. The Property Owners further indicate that they have received the opportunity to retain independent legal counsel to assist them in reviewing and understanding the terms of this Agreement, and if desired, have done so to their satisfaction.

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

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

Inhabitants of the Town of Casco, by
Anthony Ward, its Town Manager,
Duly authorized by a vote of the
Selectboard on _____, 2026

Dated: _____

Richard C. Burnell, Individually

Dated: _____

Richard C. Burnell Living Trust
dated September 13, 2017, by
Richard C. Burnell, its Sole Trustee

Dated: _____

Theresa A. Linnell, Individually

Dated: _____

Thersea A. Linnell Living Trust
dated September 13, 2017, by
Theresa A. Linnell, its Sole Trustee

Dated: _____