



Town of Casco

Planning Board Meeting Agenda

August 24, 2026 at 6:30 PM

Casco Community Center

Regular Meeting

1. Call Meeting to Order
2. Determine a Quorum
3. Review and Approval of the Meeting Agenda
4. Approval of July 27th Meeting Minutes
5. Public Participation for Non-Agenda Items

Old Business

6. 960 Meadow Road Holdings, LLC. Country Village Assisted Living - Site Plan Review
960 Meadow Road, Casco ME 04015 Map/Lot 42-19
7. **Public Hearing:** P & K Sand & Gravel - Represented by Sebago Technics CZA
Contract Amendment - Town Comment Response Submission, Heath Quarry - 90
Indian Acres, Casco ME 04015
Map/lot 9-25-A & 9-30-1

Discussion

8. Roads/Street Ordinance

Adjournment

Reminders to the Attending Public: Planning Board 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)

September 28, 2026 at 6:30 PM

**AMENDMENT TO AND EXTENSION OF CONTRACT ZONING AGREEMENT
BY AND AMONG THE TOWN OF CASCO, P & K SAND AND GRAVEL, INC.
AND CBJ PROPERTIES, INC. FOR THE RIGHT TO EXCAVATE & PROCESS
LOAM, COMMON BORROW, GRAVEL & ROCK
AT THE HEATH QUARRY PROPERTY CASCO, MAINE**

The Amendment to and Extension of Contract Zoning Agreement is made this _____ day of _____, by and among the Town of Casco, a municipal corporation, located in Cumberland County, State of Maine (hereinafter "Casco"), P & K Sand & Gravel, Inc., a Maine corporation located in Naples, Maine (hereinafter "P & K") and CBJ Properties, Inc., a Maine corporation located in Naples, Maine (hereinafter "CBJ").

WITNESSETH

WHEREAS, the Parties entered into a Contract Zoning Agreement on November 20, 1997 (hereinafter the "Agreement"), which Agreement provided for the excavation and processing of loam, common borrow, gravel and rock on property owned by CBJ Properties, Inc.; and

WHEREAS, the Agreement provided for the operation of the Property for an initial period of twenty years and provided for ten-year extension periods, provided that there were no significant changes to P & K's operations on the Property and P & K's operations on the Property continue to comply with all State and local laws, statutes, rules, regulations, codes, ordinances and orders; and

WHEREAS, the Parties entered into an Amendment to the Agreement, dated June 19, 1999, which amended the area made subject to the original Agreement (hereinafter the "Property") and affirming all of the other existing provisions of the Agreement; and

WHEREAS, the Parties entered into an amendment to and extension of the Agreement in July of 2017; and

WHEREAS, the Parties agree that an extension period of twenty-five (25) years is an appropriate period of time, given the investments by P & K and P & K's operational and compliance history on the property; and

WHEREAS, P & K has not made any significant changes to its operations on the Property and P & K has complied with all State and local laws, statutes, rules, regulations, codes, ordinances and orders; and

WHEREAS, the Parties now seek to extend the Agreement, as amended on June 19, 1999, and as amended on July 3, 2017, for an additional twenty-five (25) year period, subject to the terms of the original Agreement and certain amendments set forth herein; and

WHEREAS, the Planning Board of the Town of Casco, pursuant to 30-A M.R.S.A. S 4352(8), and after notice and hearing and due deliberation thereon, recommended the Extension and Amendment of the Agreement; and

WHEREAS, the Town of Casco by and through its Town Meeting held on _____ has determined that said Extension and Amendment of the Agreement will be pursuant to and consistent with the Town's Comprehensive Plan and has authorized the execution of this Extended and Amended Agreement;

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

1. The Contract Zone shall be amended to allow the Town of Casco to extend this Agreement for additional twenty-five (25) year periods, provided that there are no significant changes to P & K's operations on the Property and P & K's operations on the Property continue to comply with all State and local laws, statutes, rules, regulations, codes, ordinances and orders.
2. P&K shall be authorized to continue to operate the Property under the terms of the Agreement, as amended herein, for an additional twenty-five (25) year period, with said period to commence upon the date of execution of the Extended and Amended Agreement, but in no event later than _____.
3. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.
4. Section 2 of the Agreement, Special Matters, is hereby amended to read as follows:
 - a. Minimum setbacks for excavation and/or disturbed areas. Twenty-five (25) feet from any abutter's property line, twenty-five (25) feet from any wetlands, one-hundred thirty (130) feet from any wetland of special significance, one-hundred thirty (130) feet from any town designated stream, and two-hundred fifty (250) feet from any lake.
 - b. For the purposes of this agreement, a "wetland" shall be as defined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual.
 - c. For the purposes of this Extended and Amended Agreement, "abutter's property line" shall be any boundary line between land owned by CBJ Properties, Inc., and leased by P&K and land owned by other people or entities.
 - d. For the purposes of this Extended and Amended Agreement, a "wetland of special significance" shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).

- e. The Code Enforcement Officer (hereinafter the “CEO”) shall approve each proposed individual area of excavation on the Property upon finding all of the following conditions are met and maintained:
 - i. There is a minimum of one-hundred (100) feet undisturbed distance between the edge of the individual area of excavation and any abutter’s property line;
 - ii. There is a minimum of twenty-five (25) feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
 - iii. The total area of individual areas of excavation open in each year shall not exceed ten (10) acres, in conformance with Maine Department of Environmental Protection standards; and,
 - iv. There shall be a minimum one-hundred (100) feet undisturbed separation between individual areas of excavation.

The CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any individual areas of excavation.

- f. The CEO shall approve the location of small movable screens for loam and gravel processing at sites other than the central processing site upon finding that all of the following conditions are met and maintained:
 - i. There is a minimum of one-hundred (100) feet of undisturbed area between the proposed screen site and any abutter’s property line; and,
 - ii. There is a minimum of twenty-five (25) feet between proposed screening sites and any wetlands.

The CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any area of excavation.

- g. Each of the following activities shall require Planning Board review and approval:
 - i. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
 - ii. Excavation of any individual area of excavation within one-hundred (100) feet of any abutter’s property line.
 - iii. Excavation of any individual area of excavation within twenty-five (25) feet of any wetland.

- 5. **Annual Report:** P&K Shall provide the CEO an annual report setting forth the estimated area and volume of materials processed or removed from the site. This report shall be accompanied by Sketch Plans with sufficient detail to allow the CEO to determine where work has occurred during the prior year. These reports shall be submitted no later than December 31 of each year.

- 6. Section 4 of the Agreement, Binding Effect, is hereby amended to read as follows:

The above stated restrictions, provisions and conditions are an essential part of the rezoning, and shall run with the property, shall be binding to P&K, CBJ, their successors, heirs and assigns of the said property or any part thereof or interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and shall be enforceable by the Town of Casco by and through its duly authorized representatives. P & K shall provide written notice to the Town of Casco of the sale of the Property or a change in greater than 50% of the ownership of P & K.

The Agreement shall not affect the applicability of any provision of State or Federal law in effect from time to time not otherwise subject to the control of the Town of Casco.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision and such determination shall not affect the validity of the remaining restrictions, provisions, conditions, or portions thereof.

- 7. Continuation of Other Terms:** Except as expressly extended and amended herein, the terms of the original Agreement (1997), and as amended by the June 19, 1999 Amendment, and the July 3, 2017 Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed as of the date and year written above.

P & K SAND AND GRAVEL, INC.

Witness:

By: _____

Cory Mitchell
Its President

CBJ PROPERTIES, INC.

Witness:

By: _____

Sarah Plummer
Its President

Town of Casco

Witness:

By: _____
Anthony Ward
Its Town Manager

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

Personally appeared before me the above named Anthony Ward, in his capacity as Town Manager for the Town of Casco, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Casco.

Notary Public / Attorney of law

Print Name:

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

Personally appeared before me the above named Sarah Plummer, duly authorized Director of said CBJ Properties, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CBJ Properties, Inc.

Notary Public / Attorney of law

Print Name:

STATE OF MAINE

CUMBERLAND, SS _____, 2026

Personally appeared before me the above named Cory Mitchell duly authorized President of said P & K Sand and Gravel, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of CBJ Properties, Inc.

Notary Public / Attorney of law

Print Name:

July 24, 2026
250067-01

John Wiesemann, *Code Enforcement Officer*
Town of Casco Planning Board
635 Meadow Rd., Casco ME 04015

RE: Contract Zoning Renewal Application – Comment Response Letter
P&K Sand & Gravel and CBJ Properties, Inc.
Heath Quarry, 90 Indian Acres Road, Casco ME; Tax Map 9, Lots 25-A & 30-1

Dear Mr. Wiesemann and Members of the Planning Board,

On behalf of Cory Mitchell, President of P&K Sand & Gravel, and CBJ Properties, Inc., Sebago Technics, Inc. is pleased to submit this letter to address comments and outline revisions made at the request of the Planning Board at the June 22, 2026, meeting to the Contract Zoning Agreement (CZA) renewal application for P&K Sand & Gravel's Heath Quarry property. The subject site is located at 90 Indian Acres Road in the Town of Casco, and can be further defined on the Town's Tax Map 9 as Lots 25-A and 30-1.

Revisions to CZA & Public Comments:

As discussed, the following changes have been made to the CZA language:

- Added language regarding 25-year extension (pg. 1).
- Added blank line per Town Planner Memo (pg. 2).
- Updated mapping and reference language to appropriately align.
- Removed the requirement concerning the 2-acre maximum (pg. 3).
- Added transferability clause to existing Binding Effect Section (pg. 4).

Following the June 22, 2026, Planning Board meeting, we received a number of comments submitted by the public to the Town Office. Comments from the public largely related to concerns about a rezoning and about any expansion of operations. It is important to note that this project no longer proposes any rezoning or expansions of the current use at this time. This application is solely for the renewal of the CZA, and the concerns about water quality or natural resources remain under the Planning Board's purview under the Site Plan Review process. Where this application is to renew the existing CZA, these items can and should be discussed during that separate and independent review process. We note that the language of the CZA states that the Planning Board shall review and recommend that the Board of Selectmen extend the Agreement if there are no significant changes to P & K's operations and the operations continue to comply with all State and local laws, statutes, rules, regulations, codes, ordinances and orders. P & K have not proposed any significant changes and their operations are in compliance with all applicable laws. Therefore, the Planning Board is required under the existing CZA to recommend extension of the Agreement.

Water Quality Committee Comments (Received June 22, 2026):

Additional comments were received at the latest Planning Board Meeting submitted by Tom McCarthy, Chairman of the Casco Water Quality Committee. While some of these comments relate to the content of the CZA, we respectfully note that the Planning Board has not solicited specific review or feedback from the Committee, and question the source of how these comments were generated. We remain hopeful that the committee is not meeting to discuss our application without the opportunity for the Applicant to be present at meetings, and that open conversations through the public forum is respected and required.

It is important to emphasize that this application before the Board is solely for the renewal of the Contract Zone. This CZA relates to allowing for mineral extraction and processing as permitted uses which enable P&K to operate. While we appreciate the committee's desire to provide more certainty around specific site elements, it is important to remember that there is an existing and approved Site Plan on-file with the Town, and the Applicant has approved stormwater management plans, erosion and sedimentation control plans, and reclamation plans on-file with MDEP. As such, these items should not be included in the CZA, as they are not relevant to this separate venture to solely renew the CZA, as they more appropriately fall under the Site Plan Review process.

Similarly, where P&K has an approved Site Plan on-file with the Town of Casco, P&K is limited to following and complying with that plan. Concerns related to potential expansions or deviations from this plan would require a separate Site Plan Review from the Planning Board. While we appreciate the requests for logs, plans, and clarity on future business operations, these requested items to not relate to this application to renew the zoning agreement, and would fall under a separate purview for the Board to review during the Site Plan Review process.

Additional concerns were submitted related to water quality and sensitive natural areas. It is important to note and clarify that the project's scope no longer includes the Hancock lands that surround Hog Meadow. As shown on the enclosed mapping exhibit, the CZA contains an internal one-hundred (100) ft. buffer from property lines. These are buffers that are existing and currently maintained to provide sufficient separation from adjacent properties. Similarly, there are other buffers defined on the Town of Casco's Zoning Map that relate to natural resources through Shoreland Zoning. As shown on the attached map, these resources have buffers under either Resource Protection, Limited Residential-Recreation, or Streams-Wetlands Protection sub-districts. Activities located within these buffers are subject to stricter and additional standards as defined within the Town's Shoreland Zoning Ordinance. Therefore, through the use and maintenance of buffers, the existing site meets and exceeds the expectations defined within the Town's Comprehensive Plan.

There were also additional comments from the WQC related to transferability. The original CZA made it clear that the CZA is transferable, as the terms were binding on all successors, heirs and assigns. We have amended that section of the CZA to include a requirement that

P&K notify the Town of any sale of the property or change in 50% or more of the ownership of the company. It is critical to the value of the property and the rights of P&K that the CZA continue to be transferable. The property has been used for this purpose for over thirty years. Similarly, it is important to note that this CZA is for the land use, and that if the Applicant were to sell to a new owner, that new owner would be subject to transferring permitting processes as required by MDEP, as well as the Town's Site Plan Review process for any expansions in business operations.

Closing:

We thank the Town and the Planning Board for the opportunity to address these comments for the August Planning Board meeting. Should you have any questions, please contact me by telephone at (207) 482-6323 or by email at bwiemken@sebagotechnics.com. We look forward to collaborating with the Town of Casco throughout the duration of this project.

Sincerely,
SEBAGO TECHNICS, INC.



Brett Wiemken
Planning Consultant/Project Manager



Jim Seymour, PE
Director, Regional Operations

Cc. Cory Mitchell, *President, P&K Sand & Gravel, Inc.*
Mary Costigan, *Bernstein Shur*

Enc. Amended Contract Zoning Agreement
Exhibit A – Contract Zoning Map

NOTES:
INFORMATION CONTAINED ON THIS PLAN IS BASED PRIMARILY OR ENTIRELY ON PUBLICLY AVAILABLE GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA. THIS IS NOT AN EXISTING CONDITION, TOPOGRAPHICAL, OR BOUNDARY SURVEY.
EXISTING GENERAL ZONING DISTRICT BOUNDARIES AND SHORELAND ZONING BOUNDARIES DEPICTED FROM TOWN OF CASCO ZONING MAPS.
THIS PLAN IS DEPICTED IN NAD 1983 STATEPLANE MAINE WEST FIPS 1802 (INT FEET) COORDINATE SYSTEM.
EXTERNAL DATA SOURCES:
TOWN OF CASCO, ME
MAINE GEOLIBRARY
NATIONAL WETLAND INVENTORY
2018 ORTHOREGIONAL IMAGERY

Map-Lot	N/F Grantee	Co-Grantee
9-25-A	CBJ PROPERTIES, INC.	
9-30-1	CBJ PROPERTIES, INC.	

EXHIBIT A

SUBJECT SITE

CONTRACT ZONE (CZ3) - HEATH QUARRY

100FT SETBACK FROM ABUTTERS AS SHOWN ON APPROVED SITE PLAN DATED 2017

CASCO PARCELS

GENERAL ZONING

R, RESIDENTIAL

V, VILLAGE

STREAMS AND WETLANDS PROTECTION DISTRICT

SW (WETLAND)

SW (STREAM)

SHORELAND ZONING DISTRICTS

RP (RESOURCE PROTECTION)

LRR (LIMITED RESIDENTIAL-RECREATIONAL)

WETLANDS ≥ 10 AC

AQUIFER PROTECTION OVERLAY DISTRICT

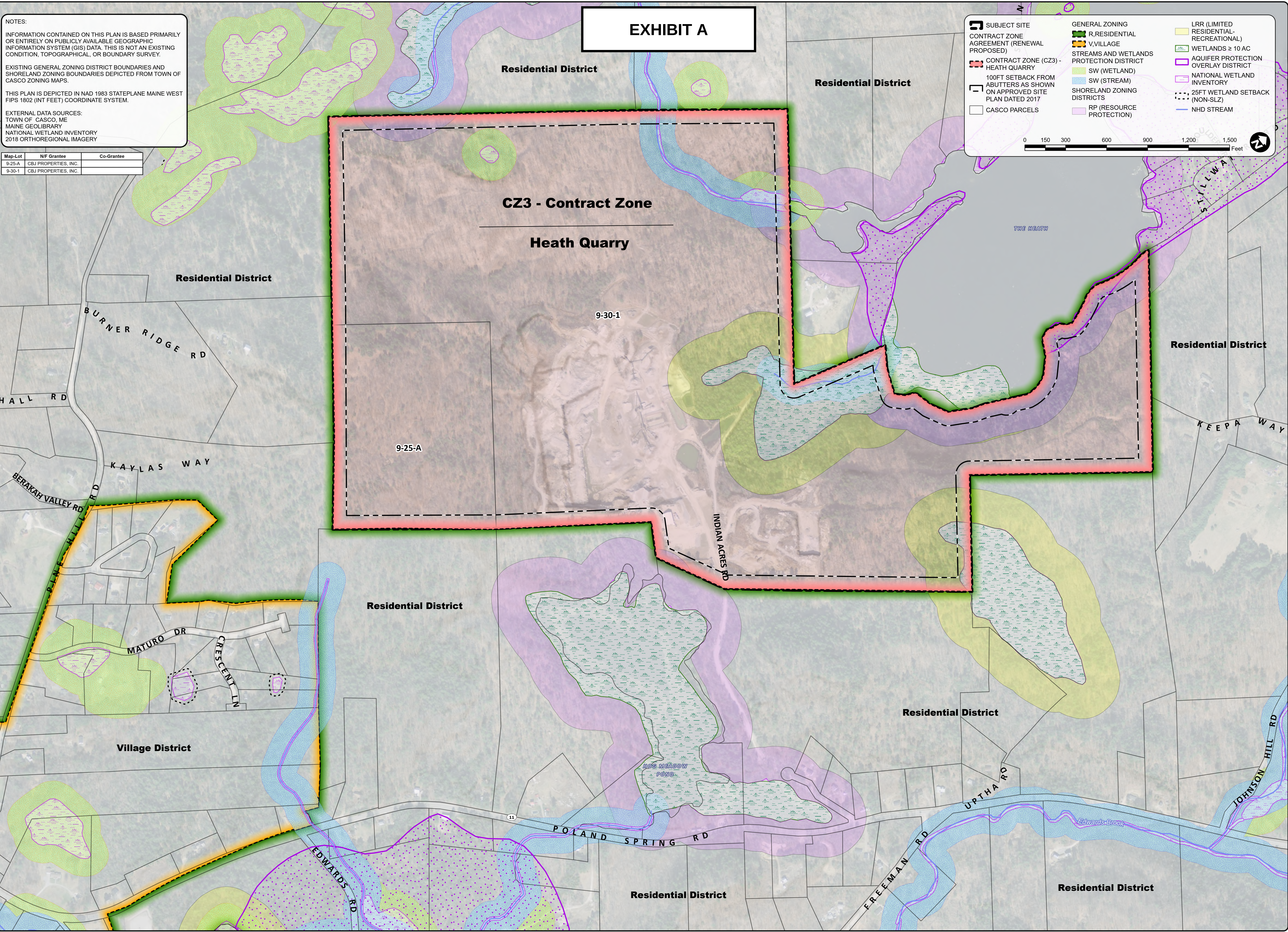
NATIONAL WETLAND INVENTORY

25FT WETLAND SETBACK (NON-SLZ)

NHD STREAM

0 150 300 600 900 1,200 1,500 Feet

North



GIS PLAN

NOT FOR CONSTRUCTION

REV	BY	DATE	STATUS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHINICS, INC. ANY ALTERATIONS TO THIS PLAN SHALL BE INDICATED BY A REVISION TABLE. THIS PLAN RELIES ON PUBLIC DATA. THIS IS NOT A BOUNDARY SURVEY. SOME OR ALL OF THE INFORMATION USED IN THIS GIS PLAN RELIES ON PUBLIC DATA. THIS IS NOT A BOUNDARY SURVEY.

SEBAGO
TECHINICS
SEBAGOTECHINICS.COM
75 John Roberts Rd, Suite 4A
South Portland, ME 04106
207-260-2100
South Portland, Bridgton, Sanford and Brunswick

CONTRACT ZONING AGREEMENT EXHIBIT A: ZONING MAP
OF
HEATH QUARRY
90 INDIAN ACRES ROAD
CASCO, MAINE

FOR:
P&K SAND & GRAVEL INC.
234 CASCO ROAD
NAPLES, MAINE 04055

DESIGNED

DRAWN

CHECKED

DATE

SCALE

PROJECT

MTM

5/7/2026

1" = 300'

250067

SHEET 1 OF 1