



**TOWN OF CASCO**  
**PLANNING BOARD MEETING AGENDA**  
**Casco Community Center**  
**June 22, 2026, at 6:30 PM**  
**Amended June 15, 2026**

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**First Order of Business:**

1. Call Meeting to Order
2. Determine a Quorum
3. Review and Approval of the Meeting Agenda
5. Approval of May 18<sup>th</sup> Meeting Minutes
6. Public Participation for Non-Agenda Items

**Old Business:**

**New Business:**

7. Island Cove Building & Development, Inc. - Minor subdivision on Heath Road  
Map/lot11-14-A
8. P & K Sand & Gravel - **Contract Zoning Agreement Renewal** ~~Zoning Map & Text Amendment~~ Heath Quarry – 90 Indian Acres, Casco ME 04015  
Map/lot 9-25-A & 9-30-1

**Discussion:**

9. Roads/Street Ordinance

**Next Meeting:**

July 27, 2026, Regular Meeting

**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 public hearing, comment time is limited to 2 minutes per speaker during public participation. Matters related to personnel shall not be heard.



*Civil Engineering | Surveying*

May 14, 2026  
Revised June 2, 2026

Devin Langadas  
Deputy Code Enforcement Officer  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

Re: Minor Subdivision Application - Resubmission  
Michael Meyer – Heath Road  
Tax Map 11 Lot 14A

Dear Devin,

On behalf of the applicant, Island Cove Building and Development, Inc., we are resubmitting a minor subdivision application for a 2-lot subdivision on a parcel of land owned by the applicant, (Tax Map 11 Lot 14A). The applicant is proposing two lots (including a back lot) to be constructed off of Heath Road. (See attached minor subdivision plan for more information). The applicant is currently building on Lot 1 of the project. As you know this project was previously submitted but these plans overwrite those that were previously submitted. Please discard the previously submitted plans.

Enclosed for your review are the following materials in support of the Minor Subdivision Application:

- Minor Subdivision Application, Checklist, Agent Authorization & Fee (\$750)
- Attachment 1 - Figures (USGS, Tax, Soils, FEMA)
- Attachment 2 - Property Deed (Book 42006, Page 230)
- Attachment 3 - Abutters List
- Attachment 4 - Test Pit Soil Report Log – Janelle Wiesemann
- Attachment 5 - Wetland Letter – Erik Lema
- Attachment 5 - Stormwater Drainage Memo – BH2M
- Attachment 6 - Preliminary Subdivision Plan – BH2M (10 Full Size)

The parcel to be developed is approximately 5.13 acres in size and lies within the residential zone. This applicant proposes a two-lot minor subdivision utilizing the Town of Casco Back Lot Ordinance provisions. Rather than constructing a traditional subdivision road or private way, the lots will be served by a single shared driveway arrangement consistent with the intent of the ordinance to minimize roadway construction and overall site disturbance (see subdivision plan for more information). As a result, the proposed development footprint and associated impervious surfaces are substantially reduced compared to a conventional subdivision layout. The application has therefore been prepared to reflect the limited scope of infrastructure improvements associated with the back lot approach.

We have included 10 copies of submission materials and are requesting to be placed on the next available Planning Board Agenda to be considered for Subdivision Review. We look forward to meeting with you and the Board to review this project.

Sincerely,



Andrew Morrell, PE  
Project Engineer

TOWN OF CASCO PLANNING BOARD  
APPLICATION FORM

APPLICANT:

Name Island Cove Building & Development, Inc.

Address 1263 Roosevelt Trail, Unit #3, Raymond, ME 04071

Email mmeyer@islandcovebuilding.com

Telephone Number - Home N/A  
**PLEASE PROVIDE AT LEAST TWO NUMBERS** Office (207) 415-4254  
Cell (207) 415-4254

Interest in Property Owner  
(attach documentation)

Interest in abutting property, if any \_\_\_\_\_

OWNER:

Name Same as Applicant

Address Same as Applicant

**PLEASE CHECK THE ADDRESS TO WHICH THE TOWN SHOULD DIRECT ALL CORRESPONDENCE.**

TYPE OF PROSPECTIVE ACTIVITY:

- Minor Subdivision Plan Review
- Major Subdivision Preliminary Plan Review
- Major Subdivision Final Plan Review
- Site Plan Review - List Type \_\_\_\_\_
- Other (specify) \_\_\_\_\_

PROJECT  Single Family  Multiplex  Other

LOCATION

Street Address Heath Road

Registry of Deeds Book 42006 Page 230

Assessor's Office Map 11 Lot 14A

OTHER PROJECT INFORMATION

Size of Parcel (acres) 5.13

Is Zoning Board of Appeals Approval required?  No  Yes

Does the applicant intend to request any waivers of Subdivision or Zoning Ordinance provisions?  No  Yes.

If yes, list and give reasons why:

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FEES:

The current schedule of Town fees is attached or available online.

**Please note: If the Board requests consultation with the Town's lawyer, fees will be passed off to the applicant.**

MAPS:

Digital Map Files need to be provided at the time of Planning Board approval. If available, digital map files including level of detail typically occurring on our tax maps (such as base line work, boundary dimensions, lot #'s, areas, road names, etc...).

DEP NOTIFICATION:

1. If land development over 20 acres or 5 lots or more, the request requires DEP review.
2. DEP approval must be obtained **PRIOR** to final Planning Board approval.

OTHER:

1. Any WETLAND must be reviewed by the Army Corps of Engineers.

ABUTTOR NOTIFICATION:

1. Applicant **MUST** notify all landowners within 500' of the property by CERTIFIED MAIL RETURN RECEIPT REQUESTED.
2. Landowners **MUST BE NOTIFIED AT LEAST 10 CALENDAR DAYS PRIOR TO SCHEDULED MEETING.**
3. the list of landowners with ALL RECEIPTS MUST BE TURNED IN TO THE PLANNING BOARD SECRETARY NO LATER THAN SEVEN (7) DAYS PRIOR TO THE DATE OF THE MEETING.

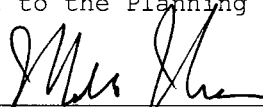
The undersigned, being the applicant, owner or legally authorized representative, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statutes and regulations of the Town, State, and Federal Government.

**\* All materials to be considered by the Planning Board will be received no later than NOON on the due date for the specific Planning Board meeting. Any material or information received thereafter will not be heard by the Planning Board until a later meeting.**

PLEASE TAKE NOTE OF THE FOLLOWING PROVISION OF THE SUBDIVISION ORDINANCE:

§6.1.1 Within six (6) months of the Planning board's classification of the proposal as a Major Subdivision, the applicant shall submit an application for approval of a Preliminary Plan. The Preliminary Plan shall approximate the layout shown on the sketch plan plus any recommendations made by the Planning Board. Substantial redesign of the sketch plan or failure to meet the six (6) month deadline shall require resubmission of the sketch plan to the Planning Board.

5-9-26  
DATE

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT/OWNER OR REPRESENTATIVE



	Check When Complete	Indicate Date When Complete
	<u>*Applicant</u>	<u>Municipal Staff or Planning Board</u>
7. Sufficient data to determine readily the location, bearing and length of every street line, lot line, boundary line, and to reproduce such lines upon the ground. Parting lines of all lands adjoining the subdivisions shall be shown.	✓	
8. The length of all straight lines, the deflection angles, radii, length of curves and central angles of all curves, tangent distances and tangent bearing for each street.	✓	
9. Lots within the subdivision numbered as prescribed by the Planning Board.	✓	
10. Permanent reference monuments shown thus: "X". They shall be constructed and placed in accordance with specifications herein as described in the Casco Subdivision Ordinance, and their location noted and referenced upon the Final Plan.	✓	
11. Proposed easements and watercourses and the location of all natural features or site elements to be preserved.	✓	
12. Final location of driveways and proposed building locations.	✓	
13. Certification by a registered professional engineer or a registered land surveyor that all survey, deed and supporting information accurately reflects the true conditions existing on the proposed subdivision.	✓	
14. Design of any bridges or culverts which may be required.	✓	
15. A medium-intensity soils map that encompasses the area to be subdivided. The Planning Board may require submission of a high-intensity soils map in instances where poor soils are evident.	✓	

Check  
When Complete

Indicate Date  
When Complete

16. Location and results of test pits to ascertain subsurface soil ground water conditions and depths to maximum ground water level. A HHE 200 form, completed by a Maine Registered Soil Scientist or Maine licensed site evaluator, must be submitted showing at least one suitable test pit per lot.

\*Applicant

Municipal Staff  
or Planning Board

✓

17. Written offers of cession to the Town of Casco of all public open space shown on the Plan, and copies of agreements or other documents showing the manner in which spaces, title to which is reserved by the subdivider, are to submitted.

✓

**Unless otherwise waived by the Planning Board, the subdivider shall also submit the following:**

18. A surface drainage plan or stormwater management plan, with profiles and cross-sections drawn by a professional civil engineer showing the design of all facilities and conveyances necessary to meet the stormwater management standards as set forth in this Ordinance. The engineer shall include a written statement indicating that the proposed subdivision will not create erosion, drainage or runoff problems either in the subdivision or in adjacent properties. Changes in runoff shall be calculated by using the TR 55 method or subsequent revisions. The Planning Board may require review of the plan at the subdivider's expense by a certified agency designated by the Planning Board.

✓

19. Contour lines at intervals of not more than ten (10) feet or at lesser intervals as the Panning Board may require.

✓

20. Base Flood Elevation Data.

✓

21. A soil erosion and sediment control plan prepared by a professional engineer or geologist. The Planning Board may require the review of this plan at the subdivider's expense by a Certified Agency designated by the Planning Board.

✓

Check  
When Complete

Indicate Date  
When Complete

\*Applicant

Municipal Staff  
or Planning Board

22. Description of how solid waste generated from the proposed subdivision are to be collected and disposed of.

✓  
\_\_\_\_\_

\_\_\_\_\_

23. Description of how stumps and demolition debris generated by development and construction of the proposed subdivision are to be disposed.

✓  
\_\_\_\_\_

\_\_\_\_\_

24. Other information as deemed necessary by the Planning Board.

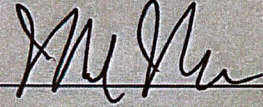
✓  
\_\_\_\_\_

\_\_\_\_\_

# Agent Authorization

<b>Property Description</b>	<b>Physical Address/ Location</b>	<b>Heath Road</b>	<b>Map 11</b>	
			<b>Lot 14A</b>	
<b>Applicant Information</b>	<b>Name</b>	<b>Michael Meyer</b>	<b>Mailing Address</b>	<b>1263 Roosevelt Trail, Unit 3, Raymond, ME 04071</b>
	<b>Phone</b>	<b>(207) 415-4254</b>		
	<b>Email</b>	<b>mmeyer@islandcovebuilders.com</b>		
<b>Owner Information</b>	<b>Name</b>	<b>Island Cove Building &amp; Development, Inc.</b>	<b>Mailing Address</b>	<b>1263 Roosevelt Trail, Unit 3, Raymond, ME 04071</b>
	<b>Phone</b>	<b>(207) 415-4254</b>		
	<b>Email</b>	<b>mmeyer@islandcovebuilders.com</b>		
<b>Applicant's Agent Information</b>	<b>Name</b>	<b>Andy Morrell</b>	<b>Business Name</b>	<b>BH2M</b>
	<b>Phone</b>	<b>(207) 839-2771</b>	<b>Mailing Address</b>	<b>380B Main Street Gorham, Maine 04038</b>
	<b>Email</b>	<b>amorrell@bh2m.com</b>		

*The above-listed company/agents may represent me to expedite and complete the approval of the permits/applications required for development for this parcel.*

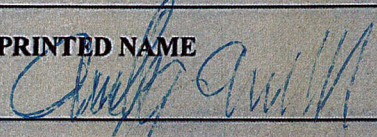
  
 \_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_ 5-14-26  
 DATE

*Michael Meyer*  
 \_\_\_\_\_  
 PRINTED NAME

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE (if applicable)

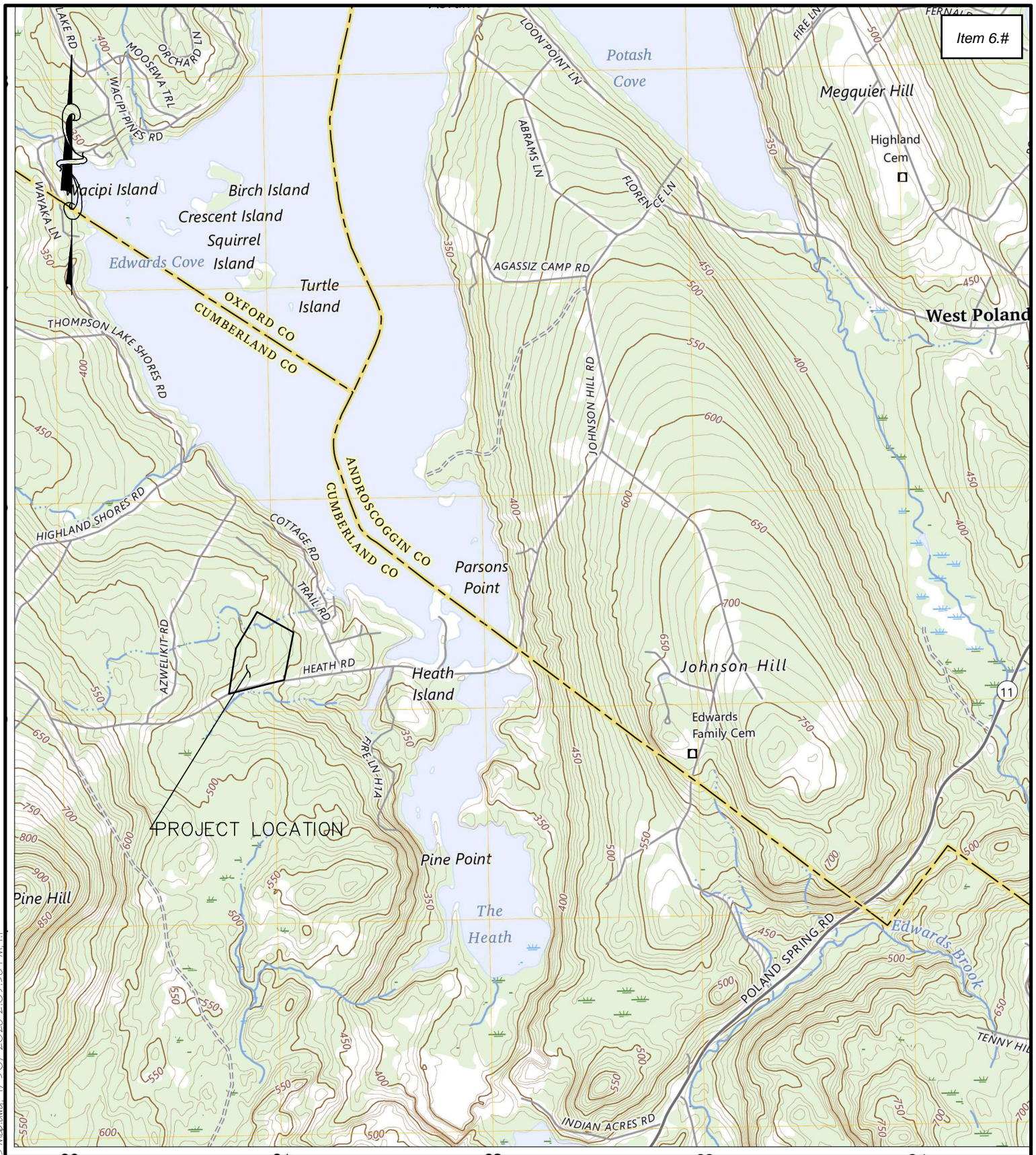
\_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 AGENT SIGNATURE

\_\_\_\_\_ 5/14/26  
 DATE

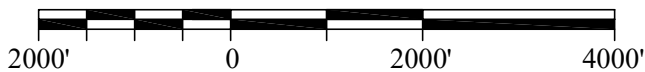
*Andy Morrell - BH2M*  
 \_\_\_\_\_  
 PRINTED NAME

**Attachment 1**  
**Figures**



REFERENCES:  
 1. USGS QUADRANGLE MECHANICAL FALLS, ME 2024

Scale: 1" = 2000'



**BH2M**

**Berry, Huff, McDonald, Milligan Inc.**  
 Engineers, Surveyors

380B Main Street  
 Gorham, Maine 04038

Tel. (207) 839-2771  
 Fax (207) 839-8250

PROPERTY MAP  
**CASCO**  
MAINE



MAP LEGEND

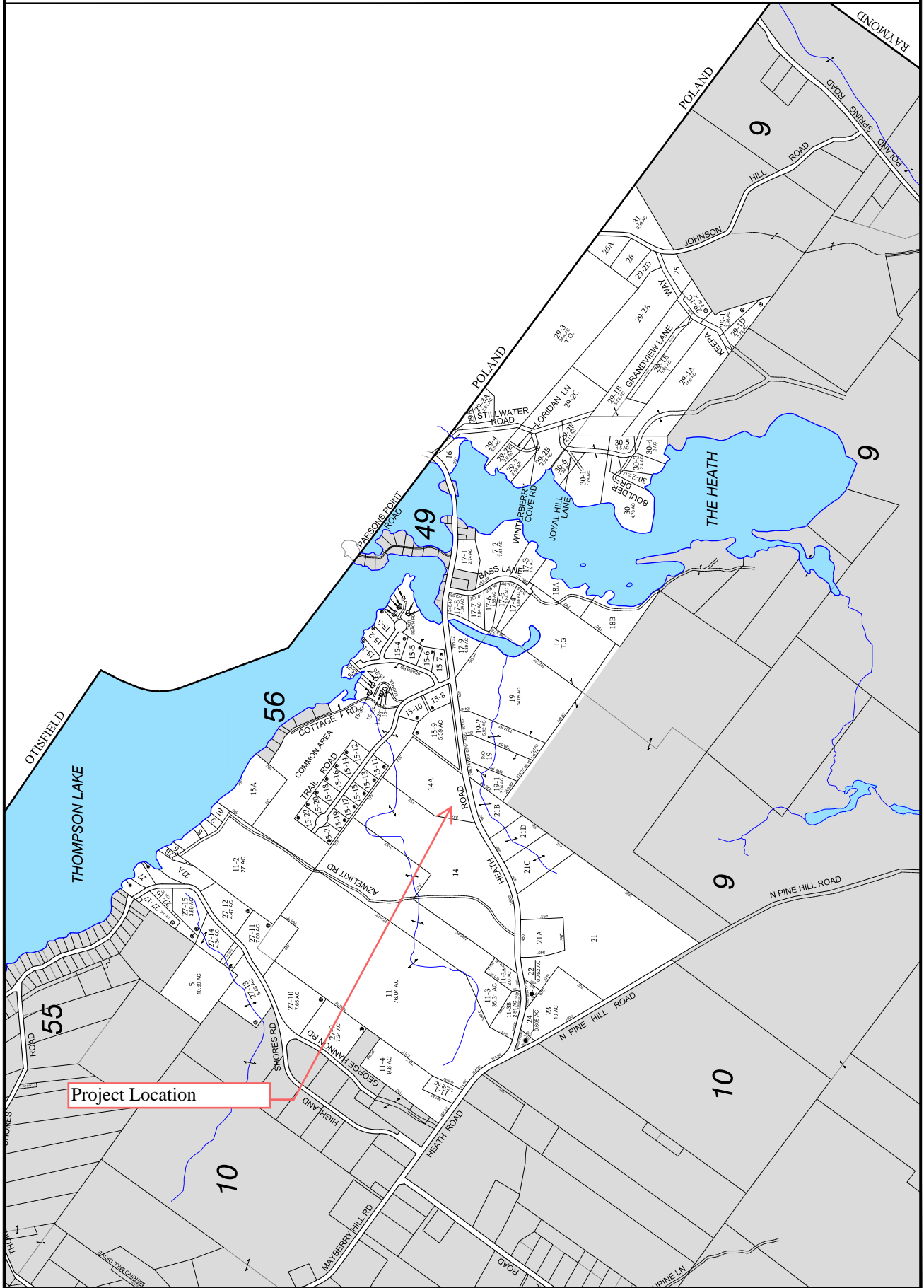
ABUTTING MAP NO. 11	LOT DIMENSION 146.0' x 68.7'
PARCEL NUMBER 3-1	PROPERTY BOOKS
SUBDIVISION LOT NO. 4	RIGHT OF WAY
ROADS	EASEMENT



REVISED & REPRINTED BY  
**CAI Technologies**  
Precision Mapping. Geospatial Solutions.

Item 6.#

REVISED TO APRIL 1, 2023  
FOR ASSESSMENT PURPOSES ONLY.  
THIS MAP IS NOT INTENDED FOR THE PURPOSE  
OF PROPERTY CONVEYANCE OR LEGAL  
DESCRIPTION.

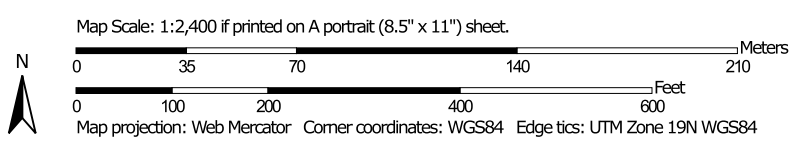


Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine  
(Heath Road Soils)

Item 6.#



Soil Map may not be valid at this scale.



## MAP LEGEND

- Area of Interest (AOI)**
  - Area of Interest (AOI)
- Soils**
- Soil Rating Polygons**
  - A
  - A/D
  - B
  - B/D
  - C
  - C/D
  - D
  - Not rated or not available
- Soil Rating Lines**
  - A
  - A/D
  - B
  - B/D
  - C
  - C/D
  - D
  - Not rated or not available
- Soil Rating Points**
  - A
  - A/D
  - B
  - B/D

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine  
 Survey Area Data: Version 22, Aug 29, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 11, 2021—Oct 29, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

- C
- C/D
- D
- Not rated or not available
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HhB	Hermon sandy loam, 0 to 8 percent slopes, very stony	A	1.9	11.1%
HhC	Hermon sandy loam, 8 to 15 percent slopes, very stony	A	9.4	54.2%
PkB	Peru fine sandy loam, 3 to 8 percent slopes	C/D	3.3	19.2%
PIB	Peru fine sandy loam, 0 to 8 percent slopes, very stony	C/D	1.0	5.6%
RbA	Ridgebury fine sandy loam, 0 to 3 percent slopes	C/D	1.7	9.9%
<b>Totals for Area of Interest</b>			<b>17.3</b>	<b>100.0%</b>

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# National Flood Hazard Layer FIRMette

70°29'24"W 44°1'28"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE)  
*Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*

**OTHER AREAS OF FLOOD HAZARD**

- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

**OTHER AREAS**

- Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

**GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**Cross Sections with 1% Annual Chance Water Surface Elevation**

- 20.2
- 17.5
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study

**OTHER FEATURES**

- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

- Digital Data Available
- No Digital Data Available
- Unmapped



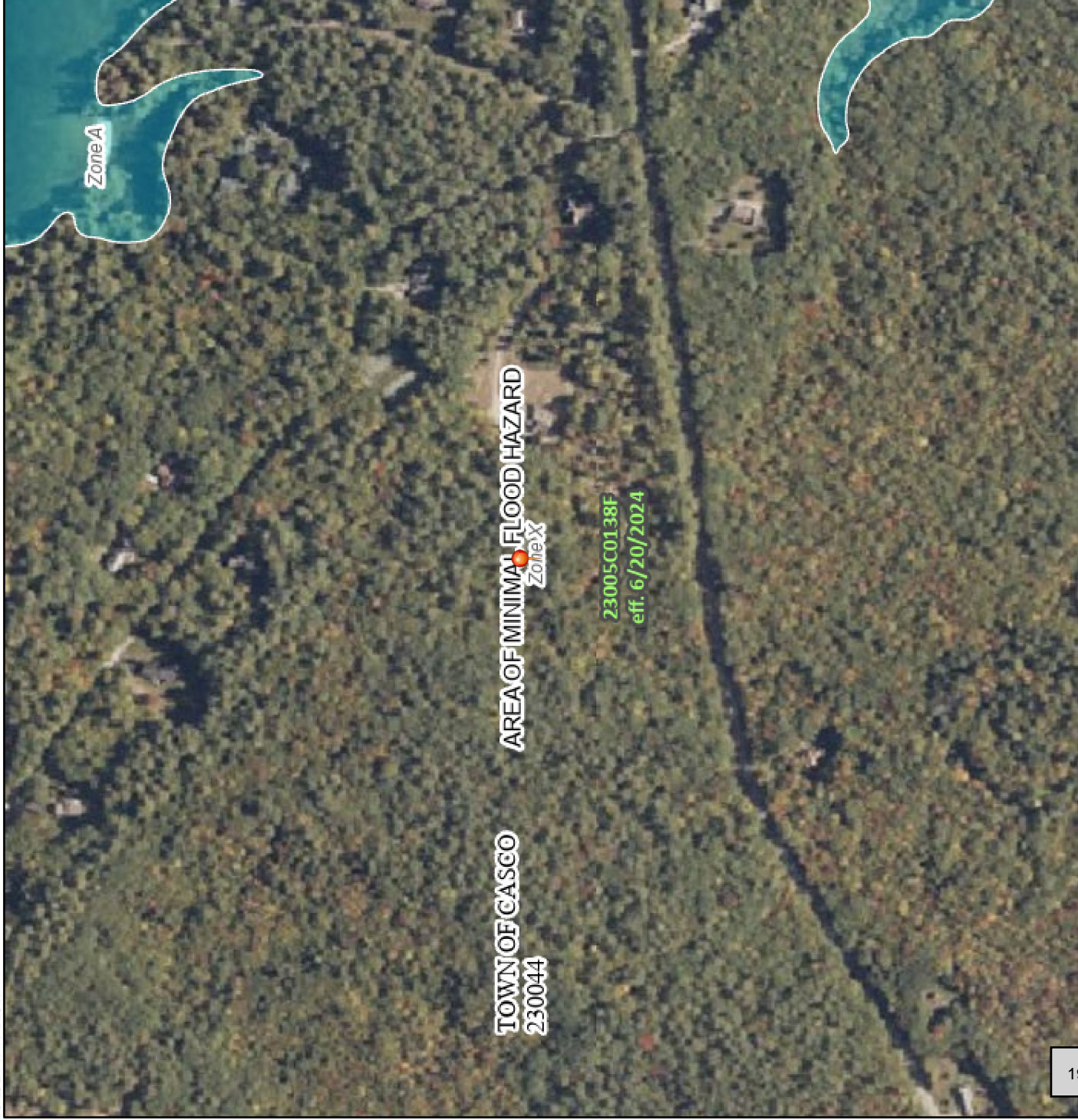
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **4/30/2026 at 6:38 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following elements do not appear: basemap imagery, flood zone legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map imagery and unmodernized areas cannot be used for regulatory purposes.

Item 6.#



**Attachment 2**  
**Property Deed**

MAINE REAL ESTATE TAX-Paid


**SHORT FORM QUITCLAIM DEED WITH COVENANT** DLN: 3496494

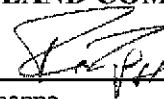
**Hancock Land Company, Inc.**, a Maine corporation of Casco, Maine ("Grantor") FOR CONSIDERATION PAID, grants to **Island Cove Building & Development, Inc.**, a Maine corporation having a mailing address of 1263 Roosevelt Trail, Unit 3, Raymond, ME 04071 ("Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, located in the Town of Casco, County of Cumberland, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey a portion of the premises conveyed to the Grantor by virtue of a Warranty Deed granted by James F. Willant dated August 30, 2017, and recorded in the Cumberland County Registry of Deeds in Book 34288, Page 54.

IN WITNESS WHEREOF, Hancock Land Company, Inc. has caused this instrument to be executed by Florian Knappe, its CFO and Treasurer thereunto duly authorized, as of this 21 day of January, 2026.

**HANCOCK LAND COMPANY, INC.**

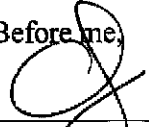
  
Witness Kimberly A. Gilpatrick


By:   
Florian Knappe  
Its CFO and Treasurer

State of Maine  
County of Cumberland, ss.

January 21, 2026

PERSONALLY APPEARED the above-named Florian Knappe, CFO and Treasurer of Hancock Land Company, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,  
  
Name:  
Notary Public / Attorney at Law  
Notary Commission Expires:

 Kimberly A Gilpatrick  
Notary Public - Maine  
My Commission Expires  
September 18, 2027

**EXHIBIT A**

A certain lot or parcel of land located on the northerly sideline of Heath Road, so-called, in the Town of Casco, County of Cumberland and State of Maine and shown as Lot 1 on the plan titled "Sketch Plan, Lot Division, Heath Road, Casco, Maine", for Hancock Land Company, Inc., dated May 2025 as revised through 12/11/25, by BH2M, Inc.; said Lot 1 being more particularly described as follows:

Beginning at a capped iron rod to be set on the northerly sideline of said Heath Road at the southwesterly corner of Common Open Space of Hancock Beach Condominiums as shown on aforesaid plan;

thence in a general westerly direction along the northerly sideline of said Heath Road and along a circular curve to the right, circumscribed by a radius of 4533.00 feet, an arc length of 122.93 feet to a capped iron rod to be set (PLS #2190); said capped iron rod to be set being S 78°-53'-08" W a tie distance of 122.92 feet from said previous capped iron rod to be set;

thence S 78°-06'-31" W along the northerly sideline of said Heath Road a distance of 77.10 feet to a capped iron rod to be set (PLS #2190) and Remaining Land of Hancock Land Company, Inc.;

thence N 15°-39'-27" E along the Remaining Land of Hancock Land Company, Inc. a distance of 420.05 feet to a capped iron rod to be set (PLS #2190);

thence N 36°-36'-47" E along the Remaining Land of Hancock Land Company, Inc. a distance of 518.82 feet to a capped iron rod to be set (PLS #2190) and Common Open Space of Hancock Beach Condominiums;

thence S 54°-12'-00" E along the Common Open Space of Hancock Beach Condominiums a distance of 251.87 feet to a capped iron rod to be set (PLS #2190);

thence S 51°-40'-31" E along the Common Open Space of Hancock Beach Condominiums a distance of 41.80 feet to a capped iron rod to be set (PLS #2190);

thence S 37°-20'-05" W along the Common Open Space of Hancock Beach Condominiums a distance of 764.77 feet to the point of beginning.

The above described Lot 1 contains 223,470 s.f. (5.13 acres). All bearings refer to grid north.

The land is conveyed subject to all easements whether prescriptive or of record, including, without limitation, rights of way, road use agreements and utilities easements.

Warranty Deed to the Grantor granted by James F. Willant dated August 30, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34288, Page 54 contains a scrivener's error and erroneously states that the property is located in the County of Oxford.

**Attachment 3**  
**Abutters List**

AVERILL, NANCY B & DAVID  
30 TRAIL RD  
CASCO, ME 04015

MURRAY, DAVID E & JENNIFE  
16 TRAIL RD  
CASCO, ME 04015

BENNETT, JOHN M  
GUSHEE, M ELAINE  
PO BOX 308  
MANCHESTER, MA 01944

OREN, JEANNINE B  
74 TRAIL RD  
CASCO, ME 04015

CASCO TIMBER COMPANY, INC  
PO BOX 295  
CASCO, ME 04015

PIERCE, DEBORAH J  
5017 WOODY CREEK LN  
CARABASSETT VALLEY, ME 04947

HANCOCK, K DAVID & CAROL  
20 EAST BEACH RD  
CASCO, ME 04015

PRATT, DOROTHY E  
169 HEATH RD  
CASCO, ME 04015

KNIGHT, VALERIE  
53 TRAIL RD  
CASCO, ME 04015

SAMA, RALPH W & KATHARINE  
PO BOX 53  
CASCO, ME 04015

KOMULAINEN, THOMAS  
229 HEATH RD  
CASCO, ME 04015-3120

SAMA, RALPH W & KATHERINE  
PO BOX 53  
CASCO, ME 04015

MARTIN, GRAHAM P  
239 HEATH RD  
CASCO, ME 04015

WAGNER, ELAINA  
581 BALD HILL RD BLDG B  
NEW GLOUCESTER, ME 04260

MAYO, BETSY A & ROBERT C  
58 TRAIL RD  
CASCO, ME 04015

MERZ, SEAN & KATY  
61 TRAIL RD  
CASCO, ME 04015

MOLLOY, BRYAN J  
1898 MAIN ST  
LOVELL, ME 04051

**Attachment 4**  
**Test Pit Soil Report Log**

# Soil Report Log

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3164

Town, City, Plantation

Casco

Street, Road, Subdivision

Heath Road

Owner or Applicant Name

Island Cove Builders

Item 6.#

## SOIL PROFILE DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole # 1     Test Pit     Boring

1 "    Depth of organic horizon above mineral soil

	Texture	Consistency	Color	Mottling
0	SANDY LOAM		D. BROWN	
6		FRIABLE	Y. BROWN	NONE
12	LOAMY SAND		Olive	
18				
24			Gray	
30		Firm		
36				
42				
48				
	Soil Profile <u>3</u>	Classification <u>C</u>	Slope <u>3</u> Percent	Limiting Factor <u>22"</u> Depth
				<input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock

Observation Hole # 2     Test Pit     Boring

3 "    Depth of organic horizon above mineral soil

	Texture	Consistency	Color	Mottling
0	SANDY LOAM		D. BROWN	
6			Y. BROWN	NONE
12	LOAMY SAND	FRIABLE	Olive	
18				
24			Gray	
30		Firm		
36				
42				
48				
	Soil Profile <u>3</u>	Classification <u>C</u>	Slope <u>3</u> Percent	Limiting Factor <u>20"</u> Depth
				<input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock

Janelle Wiesemann  
Site Evaluator Signature

443  
SE #

5-8-2026  
Date

**Attachment 5**  
**Wetland Letter**

**TO:** Andy Morrell, P.E.

**FROM:** Erik Lema, Basswood Environmental LLC

**SUBJECT:** **Heath Road (M11L14A) Walkover Survey for Identification of Jurisdictional Natural Resources**

**DATE:** June 21, 2025

**CC:** Michael Meyer (mmeyer@islandcovebuilding.com)

**Attachments:** 1) Site map

The following summary concerns the natural resource walkover performed on June 17<sup>th</sup>, 2025 on an approximately 13.5-acre parcel along the north side of Heath Road in Casco, Maine. This lot is identified as Lot 14-A on Casco Tax Map 11. Erik Lema, owner and principal scientist at Basswood Environmental, Inc. (Basswood) conducted the survey in support of a potential development on site. The walkover survey includes a general overview of the natural resources on site that may be impacted by a proposed project, including those of regulatory importance such as wetlands, streams and vernal pools. This is intended to be a generalized overview of the site, and is not a formal survey to be used for permitting and impact calculations.

Wetlands were identified using the same three-parameter approach used for formally delineating jurisdictional wetlands, as detailed in the U.S. Army Corps of Engineers' *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (V2.0)*<sup>1</sup>. This approach uses a combination of wetland vegetation, soils and hydrology to determine the boundary of a wetland that is under the regulatory jurisdiction of the U.S. Army Corps of Engineers (ACOE), the Maine Department of Environmental Protection (DEP), and possibly the municipality under local ordinances. In addition, the survey area was also examined for the presence of jurisdictional streams and other protected natural resources, such as vernal pools, that may affect the proposed project. As this is not a formal delineation; wetland, stream and vernal pool boundaries were not flagged and GPS-located during the visit.

### **Site Description**

The lot rises sharply from Heath Road, with a prominent knoll in the west-central portion of the site. It is completely forested and bounded by several old stone walls. The forest is a mature mixed white pine (*Pinus strobus*) - red oak (*Quercus rubra*) forest found throughout southern Maine. The ground surface is littered with boulders and few signs of any prolonged standing water. Topography slopes to the east but is not associated with a known watercourse. National Wetlands Inventory (NWI) maps indicate that a narrow, forested wetland area is mapped at the northern corner of the site.

Mapped soils include Hermon sandy loams throughout the eastern, central, and southern portions of the parcel. These are classified as somewhat excessively drained and are typically associated with uplands. Peru sandy loams occupy much of the remaining lands, which are classified as moderately well drained. A small area of Ridgebury fine sandy loam is located on the western boundary. This is a poorly drained

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<sup>1</sup> U.S. Army Corps of Engineers. 2011. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-12-1. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

hydric soil, however the landscape position on site (top of slope) appears unlikely to support wetland development.

### **Survey Results**

The site is remarkably dry. No evidence of pooled water sufficient to support vernal pool species was observed. Additionally, the only wetland areas are located on the northeastern boundary, with the entire remainder of the site lacking any sort of wetlands, streams or other signs of saturation. One of these wetlands appears to be associated with the mapped NWI wetland in the north corner. A topographic swale in the southwestern corner was investigated, but this too lacked evidence of wetland development or stream channelization. Note that on the attached site map, the boundaries depicted are from publicly available data provided by the state and do not accurately represent the site bounds. For this reason, the mapped resources appear to extend slightly off-site, however this is in accordance with observed monumentation in the field.

### **Regulatory Implications**

Under the Maine Natural Resources Protection Act (NRPA<sup>2</sup>) impacts to some wetlands are regulated. On this site, it is unlikely that any permitting will be required unless the small wetland areas on the north end are impacted. If so, up to 4,300 square-feet of impact is allowed without a NRPA permit. If impacts can be avoided, then no NRPA or ACOE natural resource permits should be needed.

If there is additional detail or clarity that Basswood can provide regarding the above report, please do not hesitate to contact Erik Lema at 207-518-8442 or by email at [erik@basswoodenv.com](mailto:erik@basswoodenv.com).

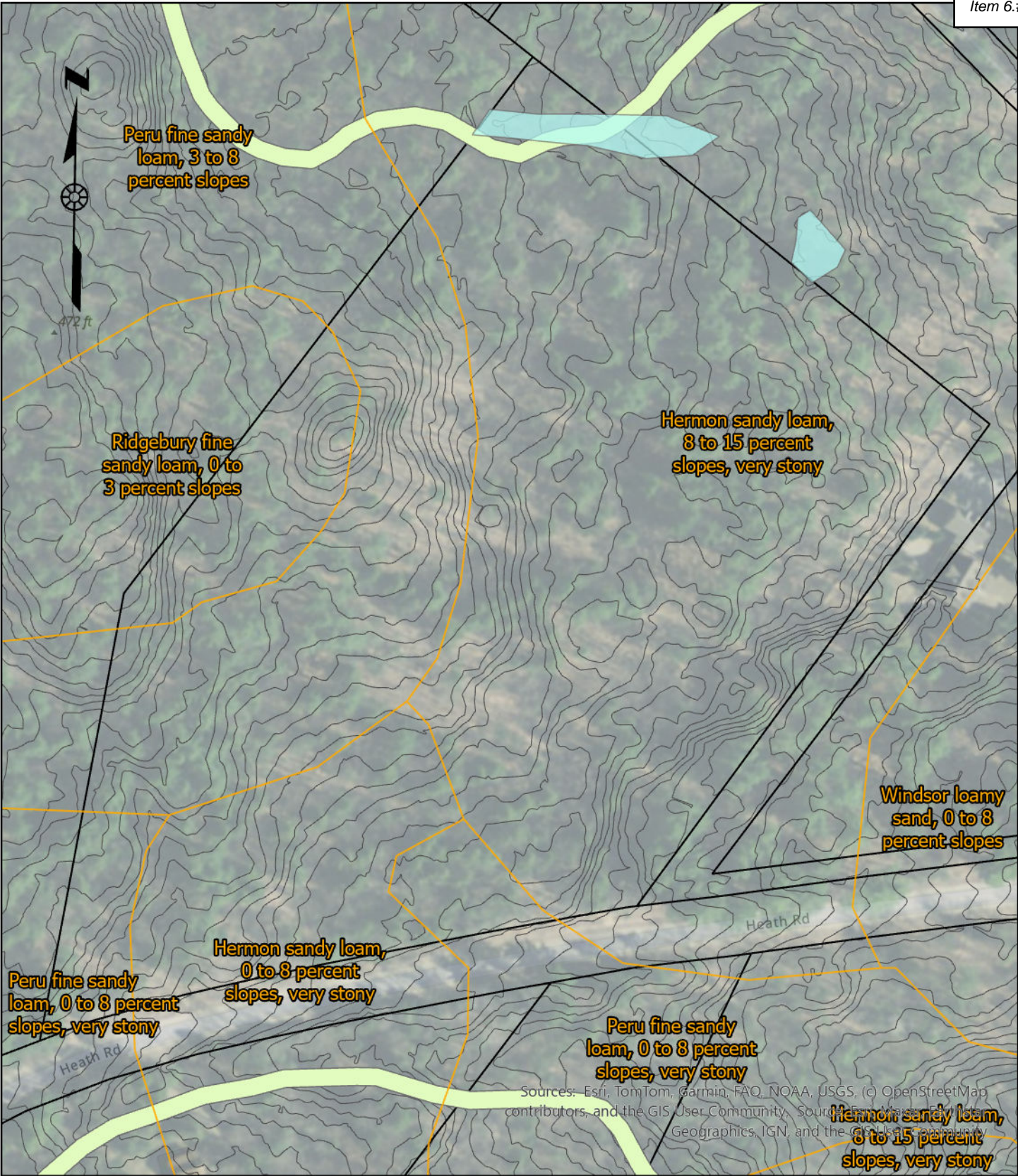
Best regards,



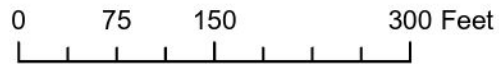
Erik Lema, Owner/Principal - Basswood Environmental LLC

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<sup>2</sup> State of Maine, Department of Environmental Protection, Natural Resources Protection Act Statute, 38 M.R.S.A. §480-A to 480-HH, DEPLW284-W2010, Revised August 12, 2011.



# Natural Resources Preliminary Survey Heath Road, Casco, Maine



- USA Soils Map Units
- Casco Parcels
- NWI Wetlands
- Wetland( approx)
- 2-Foot Contours



**Attachment 6**  
**Stormwater Drainage Memo**



*Civil Engineering | Surveying*

May 13, 2026

Devin Langadas  
Deputy Code Enforcement Officer  
Town of Casco  
635 Meadow Road  
Casco, Maine 04015

**Re:** Stormwater Analysis – Minor Subdivision Application for Michael Meyer

The proposed minor subdivision does not include the construction of a new private road or subdivision roadway infrastructure that would typically necessitate a comprehensive stormwater analysis. Instead, the application utilizes the Town’s back lot provisions and proposes only the construction of a single shared driveway to serve the newly created back lot as well as the existing lot under construction along Heath Road.

Unlike a conventional subdivision road, the proposed shared driveway is limited in scale and extent, resulting in substantially less impervious area and land disturbance than would normally occur with roadway construction associated with a standard subdivision layout. No new through-road, private way, or associated drainage infrastructure is proposed as part of this application.

Given the limited scope of the proposed improvements, the project is not anticipated to generate stormwater impacts beyond those typically associated with residential driveway construction. As such, a formal stormwater management analysis has not been prepared for this submission.

Appropriate erosion and sedimentation control measures will be implemented during construction to minimize temporary impacts from earth disturbance activities associated with driveway installation (see erosion control details and notes on sheet 2 of the plans). No adverse impacts will be created onsite or to any downstream conditions as a result of this project.

Please contact our office if additional information is required during the Planning Board review process.

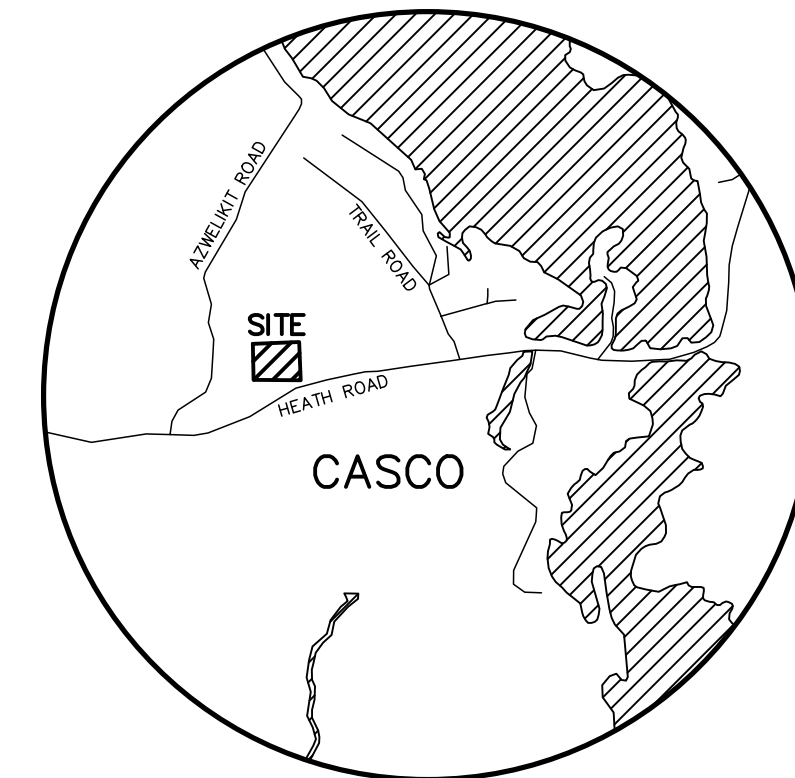
Sincerely,

Andrew S. Morrell  
Project Engineer

**Attachment 7**  
**Preliminary Subdivision Plan**

LINE/CURVE DATA

- L1 - S53°23'13"E 50.00'
- L2 - S36°36'47"W 50.00'
- L3 - S53°23'13"E 50.00'
- L4 - S36°36'47"W 50.00'
- L5 - N53°23'13"W 50.00'
- L6 - S36°36'47"W 54.79'



LOCATION MAP  
SCALE: 1" = 2000'

NOTES:

- OWNER: ISLAND COVE BUILDING & DEVELOPMENT, INC. 1263 ROOSEVELT TRAIL, UNIT 3 RAYMOND, MAINE 04071
- APPLICANT: ISLAND COVE BUILDING & DEVELOPMENT, INC. 1263 ROOSEVELT TRAIL, UNIT 3 RAYMOND, MAINE 04071
- ENGINEER: ANDY MORRELL, PE BH2M 380B MAIN STREET GORHAM, MAINE
- SURVEYOR: ROBERT C. LIBBY JR., PLS #2190 BH2M 380B MAIN STREET GORHAM, MAINE
- DEED REFERENCES: BOOK 42006, PAGE 230
- TAX MAP REFERENCE: MAP 11, LOT 14A
- ZONING: R (RESIDENTIAL)
- AREA OF PARCEL: 223,470 S.F. (5.13 ACRES)
- BENCHMARK: #5 IRON ROD W/ CAP SET "BH2M SURVEY BENCHMARK", FLUSH WITH GROUND, ELEV. 424.20, NAVD 1988.
- PLAN REFERENCES: A. PLAN OF PROPERTY, HEATH ROAD CASCO, MAINE, FOR JOHN BENNETT, DATED JULY 2017 BY CULLENBERG LAND SURVEYING.  
B. PLAN ENTITLED, HANCOCK BEACH CONDOMINIUMS, BY SURVEY INC., DATED DEC. 1985 AND RECORDED IN THE CUMBERLAND COUNTRY REGISTRY OF DEEDS PLAN BK. 153, PG. 34.  
C. MAINE STATE HIGHWAY COMMISSION, RIGHT OF WAY MAP, STATE HIGHWAY NO. 1, DATED MARCH 1963, S.H.C. FILE NO. S-3-267.
- MINIMUM STANDARDS: MIN. LOT SIZE - 80,000 S.F.  
MIN. STREET FRONTAGE - 200'  
SETBACKS - 50' FRONT  
25' REAR  
25' SIDE
- TOPOGRAPHY: 2022 NOAA LIDAR: 1' CONTOURS
- WETLANDS: ERIK LEMA BASSWOOD ENVIRONMENTAL, LLC
- TEST PITS: JANELLE WESEMANN

NO.	DATE	REVISION DESCRIPTION
1.	5/1/25	Draft Sketch Plan
2.	12/11/25	Revised Sketch Plan
3.	5/6/26	Draft Preliminary Plan to Client for Review
4.	5/14/26	Submitted Preliminary Plan to Town
5.	6/2/26	Revised per Client Request

OWNER:	ISLAND COVE BUILDING & DEVELOPMENT, INC.
APPLICANT:	ISLAND COVE BUILDING & DEVELOPMENT, INC.
ENGINEER:	ANDY MORRELL, PE
SURVEYOR:	ROBERT C. LIBBY JR., PLS #2190

**BH2M**  
 Berry, Huff, McDonald, Milfigan Inc.  
 Engineers, Surveyors  
 380B Main Street  
 Gorham, Maine 04038  
 Tel: (207) 839-2771  
 www.bh2m.com

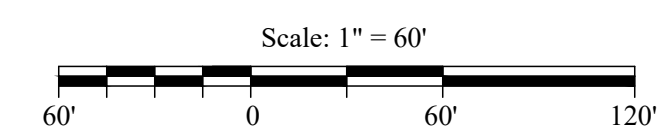
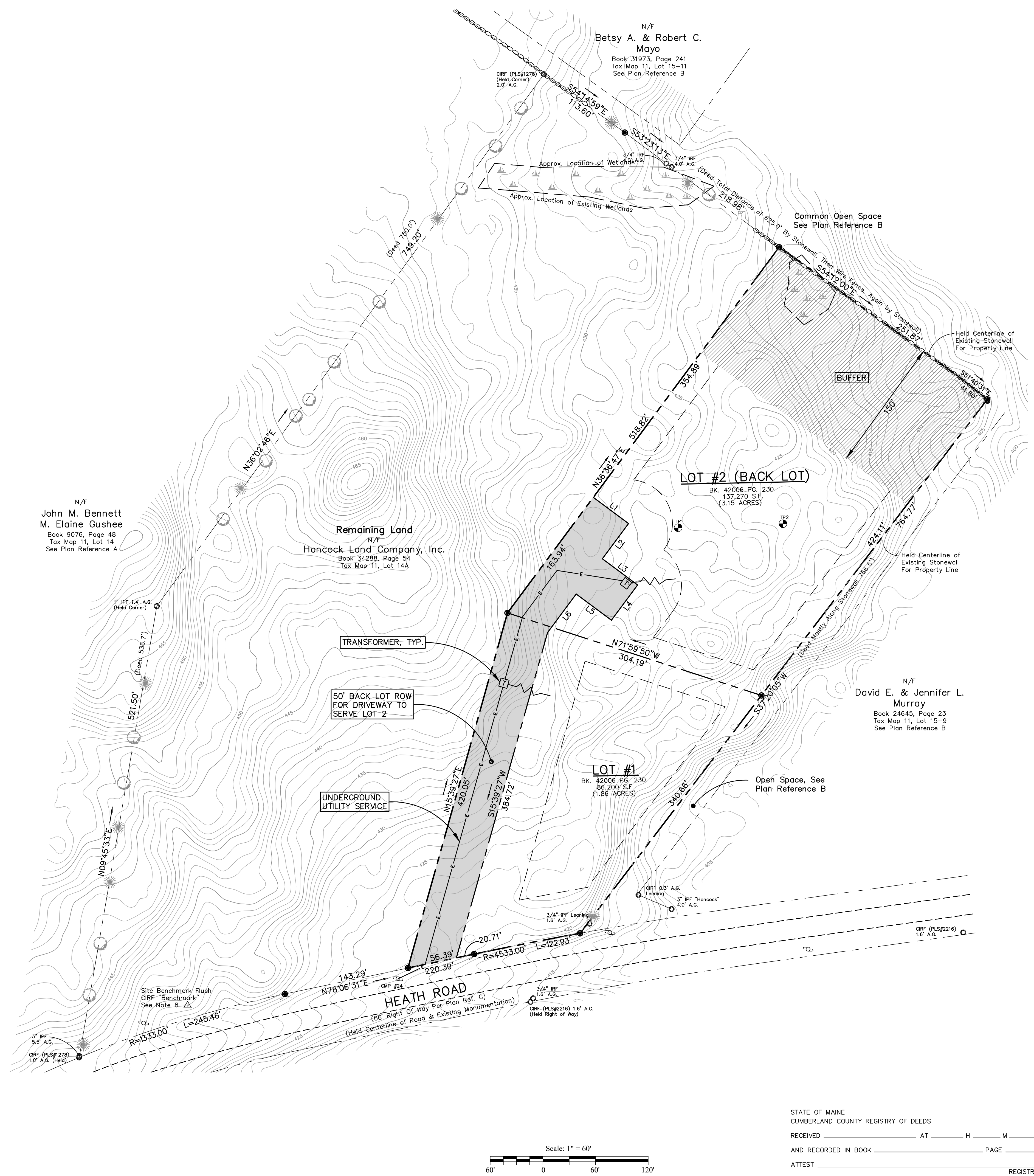
FOR  
 Island Cove Building & Development, Inc.  
 1263 Roosevelt Trail, Unit 3,  
 Raymond, Maine 04071

PRELIMINARY PLAN  
 2-LOT MINOR SUBDIVISION  
 HEATH ROAD  
 CASCO, MAINE

DESIGNED	DATE
A. Morrell	May 2026
DRAWN	SCALE
G. Feeney	1" = 60'
CHECKED	JOB. NO.
A. Morrell	25087

SHEET  
**1**

REPRODUCTION OR REUSE OF THIS DOCUMENT WITHOUT THE EXPRESSED WRITTEN CONSENT OF BH2M IS PROHIBITED



LEGEND

SYMBOL	DESCRIPTION
(Symbol)	TEST PIT
(Symbol)	IRON PIPE FOUND
(Symbol)	GRANITE MONUMENT FOUND
(Symbol)	5/8" IRON ROD W/ CAP TO BE SET ABOVE GRADE
(Symbol)	BELOW GRADE
(Symbol)	PROPERTY LINE
(Symbol)	EDGE OF PAVEMENT
(Symbol)	EXISTING CONTOUR
(Symbol)	STONE WALL
(Symbol)	NOW OR FORMERLY
(Symbol)	UTILITY POLE
(Symbol)	CONIFEROUS TREE W/WIRE & BLAZE
(Symbol)	DECIDUOUS TREE W/WIRE & BLAZE

PLAN REVIEWED AND APPROVED BY THE TOWN OF CASCO PLANNING BOARD.

DATE \_\_\_\_\_

CHAIR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY WITH THE FOLLOWING EXCEPTIONS:

- NO SURVEYORS REPORT

STATE OF MAINE  
 ROBERT C. LIBBY JR.  
 PLS #2190  
 SURVEYOR

ROBERT C. LIBBY JR. PLS #2190

STATE OF MAINE  
 CUMBERLAND COUNTY REGISTRY OF DEEDS  
 RECEIVED \_\_\_\_\_ AT \_\_\_\_\_ H \_\_\_\_\_ M \_\_\_\_\_ P  
 AND RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 ATTEST \_\_\_\_\_ REGISTRAR

**EROSION AND SEDIMENT CONTROL PLAN**

THIS PLAN HAS BEEN DEVELOPED AS A STRATEGY TO CONTROL SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION IN DEVELOPING AREAS AS CONTAINED IN THE LATEST REVISION OF THE 2016 MAINE EROSION AND SEDIMENT CONTROL BMP'S MANUAL FOR DESIGNERS AND ENGINEERS, AND THE LATEST REVISION TO THE 2014 MAINE EROSION AND SEDIMENT CONTROL FIELD GUIDE FOR CONTRACTORS. SEE MANUALS FOR ADDITIONAL INFORMATION AND DETAILS.

DURING CONSTRUCTION THE DEVELOPER/APPLICANT OR THEIR REPRESENTATIVES WILL BE RESPONSIBLE FOR IMPLEMENTING THE EROSION AND SEDIMENT CONTROL BMP'S AS WELL ROUTINE INSPECTIONS AND MAINTENANCE OF THE BMP'S.

THE PROPOSED LOCATIONS OF SILTATION AND EROSION CONTROL STRUCTURES ARE SHOWN ON THE SITE PLAN.

1. ALL CONSTRUCTION INSPECTIONS SHALL BE CONDUCTED BY SOMEONE WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING STANDARDS AND PERMIT CONDITIONS. CONSTRUCTION INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE A WEEK, AND PRIOR TO AND 24 HOURS AFTER A MET WEATHER EVENT (1 INCH OR MORE IN A 24 HOUR PERIOD). CONSTRUCTION INSPECTION AND CORRECTIVE ACTION DOCUMENTATION RECORDS SHALL BE MAINTAINED FOR A MINIMUM OF 5 YEARS.
2. THE SCOPE OF CONSTRUCTION INSPECTIONS INCLUDE THE EROSION AND SEDIMENTATION CONTROL MEASURES AS WELL AS DISTURBED AREAS, MATERIAL STORAGE AREAS, AND LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL BMP'S", DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST REVISION.
4. THOSE AREAS UNDERGOING ACTUAL CONSTRUCTION WILL BE LEFT IN AN UNGRADED OR UNVEGETATED CONDITION FOR A MINIMUM TIME. AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING AND TEMPORARILY STABILIZED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF THE SOIL. IF THE DISTURBANCE IS WITHIN 75 FEET OF A WETLAND OR WATERBODY, THE AREA SHALL BE STABILIZED WITHIN 2 DAYS OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.
5. EXCAVATION AND EARTHWORK SHALL BE DONE SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
6. EXPOSED AREA SHOULD BE LIMITED TO THAT WHICH CAN BE MULCHED IN ONE DAY.
7. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED SUCH THAT NO MORE THAN ONE ACRE OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION.
8. SEDIMENT BARRIERS (EROSION CONTROL MIX, STONE CHECK DAMS, STABILIZED CONSTRUCTION ENTRANCE, ETC.) SHOULD BE INSTALLED PRIOR TO ANY SOIL DISTURBANCE OF THE CONTRIBUTING DRAINAGE AREA ABOVE THEM. THE CONTRACTOR SHALL MAINTAIN THE STABILIZED CONSTRUCTION ENTRANCE UNTIL ALL DISTURBED AREAS ARE STABILIZED.
9. ALL SEDIMENT BARRIERS SHOULD BE INSTALLED ALONG THE CONTOUR, WITH THE ENDS TURNED UP SLOPE.
10. INSTALL EROSION CONTROL MIX AT TOE OF SLOPES TO FILTER SILT FROM RUNOFF. SEE E.C. MIX DETAIL FOR PROPER INSTALLATION. EROSION CONTROL MIX WILL REMAIN IN PLACE PER NOTE #7. THE USE OF AN EROSION CONTROL MIX BERM IS PROHIBITED AT THE BASE OF SLOPES OR WHERE THERE IS A CHANGE IN ELEVATION.
11. ALL EROSION CONTROL STRUCTURES WILL BE INSPECTED, REPLACED, AND/OR REPAIRED EVERY 7 DAYS AND IMMEDIATELY BEFORE AND FOLLOWING ANY SIGNIFICANT RAINFALL (1.0 INCH OR MORE IN A 24-HOUR PERIOD) OR SNOW MELT OR WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DECOMPOSITION. IF AN INSPECTION DETERMINES THAT A CORRECTIVE ACTION IS REQUIRED, THE ACTION OR REPAIR SHALL BE STARTED BY THE NEXT WORKDAY AND COMPLETED WITHIN SEVEN DAYS OR BEFORE THE NEXT STORM EVENT. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY TURF. EROSION CONTROL MEASURES SHALL BE MAINTAINED WITHIN 30 DAYS OF PERMANENT STABILIZATION. PERMANENT STABILIZATION IS 90% GRASS CATCH IN VEGETATED AREAS.
12. NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN ONE AND ONE HALF TO ONE (1.5 TO 1).
13. IF FINAL SEEDING OF THE DISTURBED AREA IS NOT COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST, USE TEMPORARY MULCHING (DORMANT SEEDING MAY BE ATTEMPTED AS WELL) TO PROTECT THE SITE AND DELAY SEEDING UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.
14. TEMPORARY SEEDING OF DISTURBED AREAS THAT HAVE NOT BEEN FINAL GRADED SHALL BE COMPLETED BY AUG. 15 OR 45 DAYS PRIOR TO THE FIRST KILLING FROST (OCT. 1) TO PROTECT FROM SPRING RUNOFF PROBLEMS.
15. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO THE SITE AND REGRADED ONTO OPEN AREAS. POST SEEDING SEDIMENT, IF ANY, WILL BE DISPOSED OF IN AN ACCEPTABLE MANNER.
16. REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED ABOVE. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED WILL BE GRADED, SMOOTHED, AND PREPARED FOR FINAL SEEDING AS FOLLOWS:
  - a. FOUR INCHES OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND SMOOTHED TO A UNIFORM SURFACE.
  - b. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST. IF SOIL TESTING IS NOT FEASIBLE ON SMALL OR VARIABLE SITES, OR WHERE TIMING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 800 POUNDS PER ACRE OR 18.4 POUNDS PER 1,000 SQUARE FEET USING 10-20-20 (N-P20S-K20) OR EQUIVALENT. APPLY GROUND LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT A RATE OF 3 TONS PER ACRE (138 LB PER 1,000 SQ. FT.).
  - c. FOLLOWING SEED BED PREPARATION, DITCHES AND BACK SLOPES WILL BE SEED TO A MIXTURE OF 47% CREEPING RED FESCUE, 5% REDTOP, AND 48% TALL FESCUE. THE LAWN AREAS WILL BE SEED TO A PREMIUM TURF MIXTURE OF 44% KENTUCKY BLUEGRASS, 44% CREEPING RED FESCUE, AND 12% PERENNIAL RYEGRASS. SEEDING RATE IS 1.03 LBS PER 1000 SQ. FT. LAWN QUALITY SOO MAY BE SUBSTITUTED FOR SEED. SEED MIX SHALL CONTAIN 10% ANNUAL RYE GRASS.
  - d. HAY MULCH AT THE RATE OF 70-90 LBS PER 1000 SQUARE FEET FOR OVER 75% COVERAGE. FOR UNPROTECTED OR WINDY AREAS, ANCHOR MULCH WITH PEG AND TWINE (1 SO. YD./BLOCK). HYDRAULIC MULCHES MAY ALSO BE USED, APPLIED AT A RATE OF 5 LBS PER 1000 SQUARE FEET FOR PAPER MULCH OR 40 LBS PER 1000 SQUARE FEET OR AS DIRECTED BY THE MANUFACTURER. ON SLOPES GREATER THAN 3:1 EROSION CONTROL MIX MAY BE USED, SEE EROSION CONTROL MIX NOTES BELOW.
17. FOR DISTURBED AREAS TO BE MAINTAINED IN POST-CONSTRUCTION AS A MEADOW BUFFER, APPLY NEW ENGLAND CONSERVATION WILDLIFE MIX BY NEW ENGLAND WETLAND PLANTS, INC. OF AMHERST, MASSACHUSETTS OR APPROVED EQUAL.
18. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS ONCE THE SITE IS STABILIZED WITH 90% GRASS CATCH IN VEGETATED AREAS. TEMPORARY EROSION AND SEDIMENT CONTROL BLANKET SHALL BE USED IN ALL DITCHES AND SWALES AS SHOWN IN DETAILS.
19. WETLANDS WILL BE PROTECTED WITH A DOUBLE ROW OF EROSION CONTROL MIX OR SILT FENCE INSTALLED AT THE EDGE OF THE WETLAND OR THE BOUNDARY OF WETLAND DISTURBANCE. ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS DURING WATER CONSTRUCTION.
20. ALL STORMWATER WILL BE PREVENTED FROM RUNNING ONTO STOCKPILES. SEDIMENT BARRIERS WILL BE INSTALLED DOWNGRADIENT OF ALL STOCKPILES.
21. PERMANENT POST-CONSTRUCTION BMP'S (VEGETATED SWALES, WET POND, ETC.) WILL NOT BE USED TO MANAGE FLOWS DURING CONSTRUCTION WITHOUT SPECIAL PROTECTION AND/OR RESTORATION.

**ADDITIONAL TEMPORARY SEED MIXTURE (FOR PERIODS LESS THAN 12 MONTHS)**

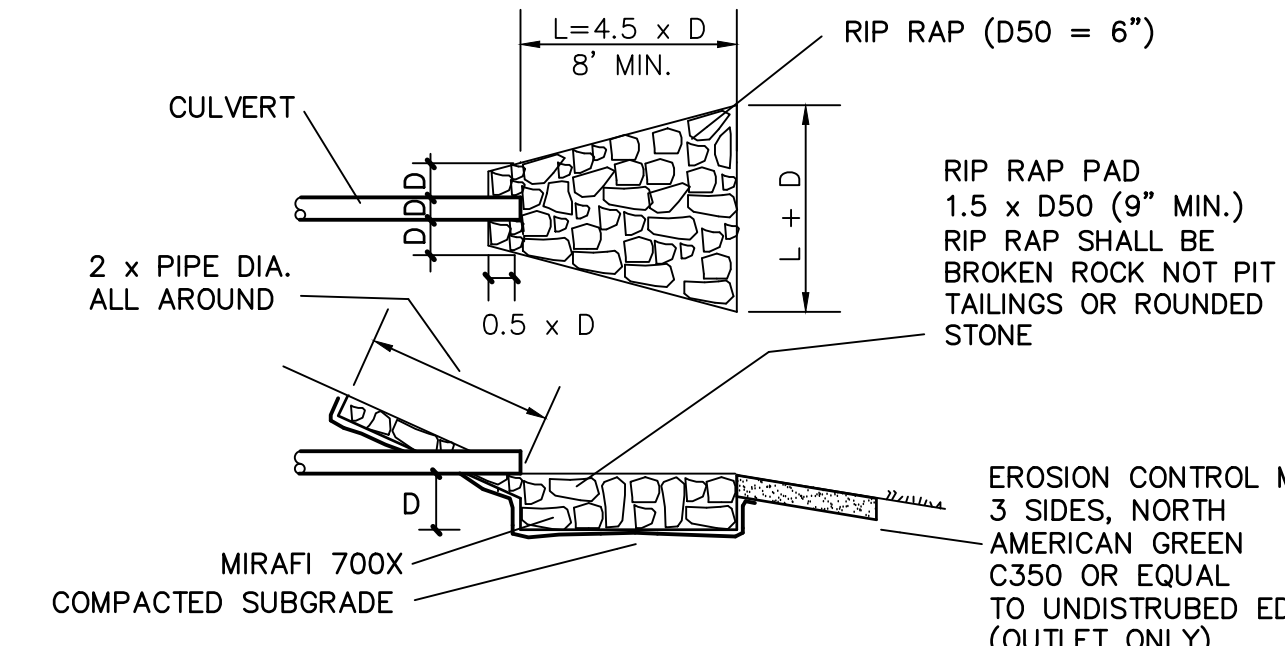
SEASON	SEED	RATE
SUMMER (5/15 - 8/15)	SUDANGRASS	40 LBS/ACRE
	DATS	80 LBS/ACRE
LATE SUMMER/EARLY FALL (8/15 - 9/15)	PERENNIAL RYEGRASS	40 LBS/ACRE
FALL (9/15 - 11/1)	WINTER RYE	112 LBS/ACRE
WINTER (11/1 - 4/1)	MULCH W/ DORMANT SEED	80 LBS/ACRE**
SPRING (4/1 - 7/1)	DATS	80 LBS/ACRE
	ANNUAL RYEGRASS	40 LBS/ACRE

\*\*SEED RATE ONLY

**EROSION CONTROL MIX**

EROSION CONTROL MIX (ECM) SHALL MEET THE REQUIREMENTS PROVIDED IN THE LATEST REVISION OF MAINE DEP'S EROSION AND SEDIMENTATION CONTROL BMP MANUAL. ECM IS ACCEPTABLE FOR USE ON SLOPES OF GREATER THAN 3:1 BUT LESS THAN 2:1. ECM SHALL CONSIST OF WELL-GRADED ORGANIC COMPONENT 50 - 100% OF DRY WEIGHT, AND COMPRISED OF FIBROUS AND ELONGATED FRAGMENTS. ECM SHALL BE FREE FROM REFUSE, MATERIAL TOXIC TO PLANT GROWTH OR CONSTRUCTION DEBRIS. ECM SHALL BE EVENLY DISTRIBUTED AND APPLIED AT A THICKNESS OF 2" ON 3:1 SLOPES, WITH AN ADDITIONAL 1/2" PER 20' OF SLOPE FOR A MAXIMUM OF 100' IN LENGTH. SLOPES GREATER THAN 3:1, ECM SHALL BE APPLIED AT THICKNESS OF 4" OR 5" FOR SLOPES GREATER THAN 60' IN LENGTH.

NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN ONE AND ONE HALF TO ONE (1.5:1). EROSION CONTROL MIX IS AN ACCEPTABLE STABILIZATION MEASURE FOR SLOPES UP TO 3:1, WITH LIMITS THAT ARE COVERED BY NOTES ON THIS SHEET. SLOPES BETWEEN 3:1 AND 2:1 SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS, AND ALL SLOPES GREATER THAN 2:1 SHALL BE STABILIZED WITH RIPRAP. SEE SLOPE STABILIZATION DETAIL FOR ADDITIONAL INFORMATION.



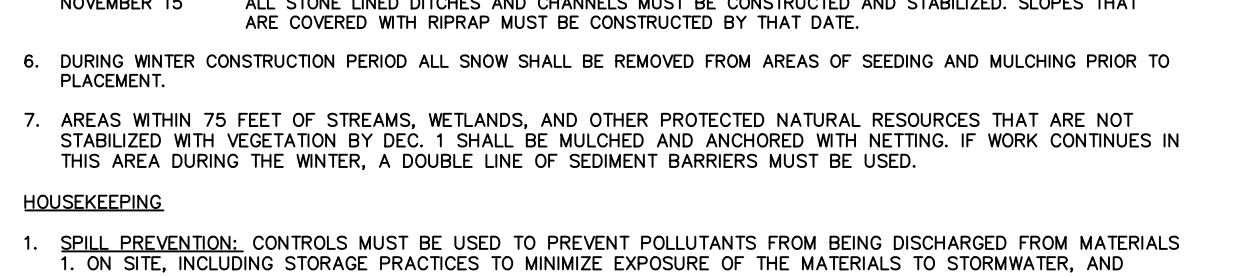
**PIPE INLET/OUTLET PROTECTION**  
N.T.S.

- EROSION CONTROL DURING CONSTRUCTION**
- WINTER CONSTRUCTION**
1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15
  2. OVERWINTER STABILIZATION OF DITCHES AND CHANNELS:  
ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL GRASS LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY SEPTEMBER 1. IF A DITCH OR CHANNEL IS NOT GRASS-LINED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE DITCH FOR LATE FALL AND WINTER.
    - A. INSTALL A SOO LINING IN THE DITCH:  
A DITCH MUST BE LINED WITH STONE RIPRAP BY OCTOBER 1. PROPER INSTALLATION INCLUDES: PINNING THE SOO ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOO TO GUARANTEE CONTACT BETWEEN THE SOO AND UNDERLYING SOIL, AND WATERING THE SOO TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. AND ANCHORING SOO AT THE BASE OF THE DITCH WITH JUTE OR PLASTIC MESH TO PREVENT THE SOO FROM SLOUGHING DURING FLOW CONDITIONS. SEE THE PERMANENT VEGETATION BMP SECTION.
    - B. INSTALL A STONE LINING IN THE DITCH:  
A DITCH MUST BE LINED WITH STONE RIPRAP BY NOVEMBER 15. A REGISTERED PROFESSIONAL ENGINEER MUST BE HIRED TO DETERMINE THE STONE SIZE AND LINING THICKNESS NEEDED TO WITHSTAND THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTH WITHIN THE DITCH. IF NECESSARY, THE CONTRACTOR WILL REGRADE THE DITCH PRIOR TO PLACING THE STONE LINING SO TO PREVENT THE STONE LINING FROM REDUCING THE DITCH'S CROSS-SECTIONAL AREA.
  3. OVERWINTER STABILIZATION OF DISTURBED SLOPES:  
ALL STONE-COVERED SLOPES MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL SLOPES TO BE VEGETATED MUST BE SEED AND MULCHED BY SEPTEMBER 1. THE DEPARTMENT WILL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% TO BE A SLOPE. IF A SLOPE IS TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER. STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS. BY OCTOBER 1, THE DISTURBED SLOPE MUST BE SEED WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1, THEN THE CONTRACTOR WILL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP AS DESCRIBED IN THE FOLLOWING STANDARDS.
    - A. STABILIZE THE SOIL WITH SOO:  
THE DISTURBED SLOPE MUST BE STABILIZED WITH PROPERLY INSTALLED SOO BY OCTOBER 1. PROPER INSTALLATION INCLUDES: PINNING THE SOO ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOO TO GUARANTEE CONTACT BETWEEN THE SOO AND UNDERLYING SOIL, AND WATERING THE SOO TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR WILL NOT USE LATE SEASON SOO INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
    - B. STABILIZE THE SOIL WITH EROSION CONTROL MIX:  
EROSION CONTROL MIX MUST BE PROPERLY INSTALLED BY NOVEMBER 15. THE CONTRACTOR WILL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GREATER THAN 33% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE. SEE THE EROSION CONTROL MIX NOTES FOR ADDITIONAL CRITERIA.
    - C. STABILIZE THE SOIL WITH STONE RIPRAP:  
PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE DEVELOPMENTS OWNER WILL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.
  4. OVERWINTER STABILIZATION OF DISTURBED SLOPES:  
IF AN INSPECTION DETERMINES THAT A CORRECTIVE ACTION IS REQUIRED, THE ACTION OR REPAIR SHALL BE STARTED BY THE END OF THE SEEDING AND MULCHING DAYS OR BEFORE THE NEXT WORKDAY AND COMPLETED WITHIN SEVEN DAYS OR BEFORE THE NEXT STORM EVENT. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION PERIOD. ONCE A WEEK AND BEFORE AND AFTER EACH RAINFALL, SNOW STOP OR PERIOD OF THAWING AND FROSTING, THE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL, IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85% OF AREAS VEGETATED WITH VIGOROUS GROWTH. STABILIZATION SCHEDULE BEFORE WINTER:
    - A. ALL DISTURBED AREAS MUST BE SEED AND MULCHED.
    - B. ALL SLOPES MUST BE STABILIZED, SEED AND MULCHED.
    - C. ALL GRASS LINED DITCHES AND CHANNELS MUST BE STABILIZED WITH MULCH OR AN EROSION CONTROL BLANKET.
  5. MAINTENANCE:  
IF AN INSPECTION DETERMINES THAT A CORRECTIVE ACTION IS REQUIRED, THE ACTION OR REPAIR SHALL BE STARTED BY THE END OF THE SEEDING AND MULCHING DAYS OR BEFORE THE NEXT WORKDAY AND COMPLETED WITHIN SEVEN DAYS OR BEFORE THE NEXT STORM EVENT. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION PERIOD. ONCE A WEEK AND BEFORE AND AFTER EACH RAINFALL, SNOW STOP OR PERIOD OF THAWING AND FROSTING, THE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL, IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85% OF AREAS VEGETATED WITH VIGOROUS GROWTH. STABILIZATION SCHEDULE BEFORE WINTER:
    - A. ALL DISTURBED AREAS MUST BE SEED AND MULCHED.
    - B. ALL SLOPES MUST BE STABILIZED, SEED AND MULCHED.
    - C. ALL GRASS LINED DITCHES AND CHANNELS MUST BE STABILIZED WITH MULCH OR AN EROSION CONTROL BLANKET.
  6. DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
  7. AREAS WITHIN 75 FEET OF STREAMS, WETLANDS, AND OTHER PROTECTED NATURAL RESOURCES THAT ARE NOT STABILIZED WITH VEGETATION BY DEC. 1 SHALL BE MULCHED AND ANCHORED WITH NETTING. IF WORK CONTINUES IN THIS AREA DURING THE WINTER, A DOUBLE LINE SEDIMENT BARRIERS MUST BE USED.

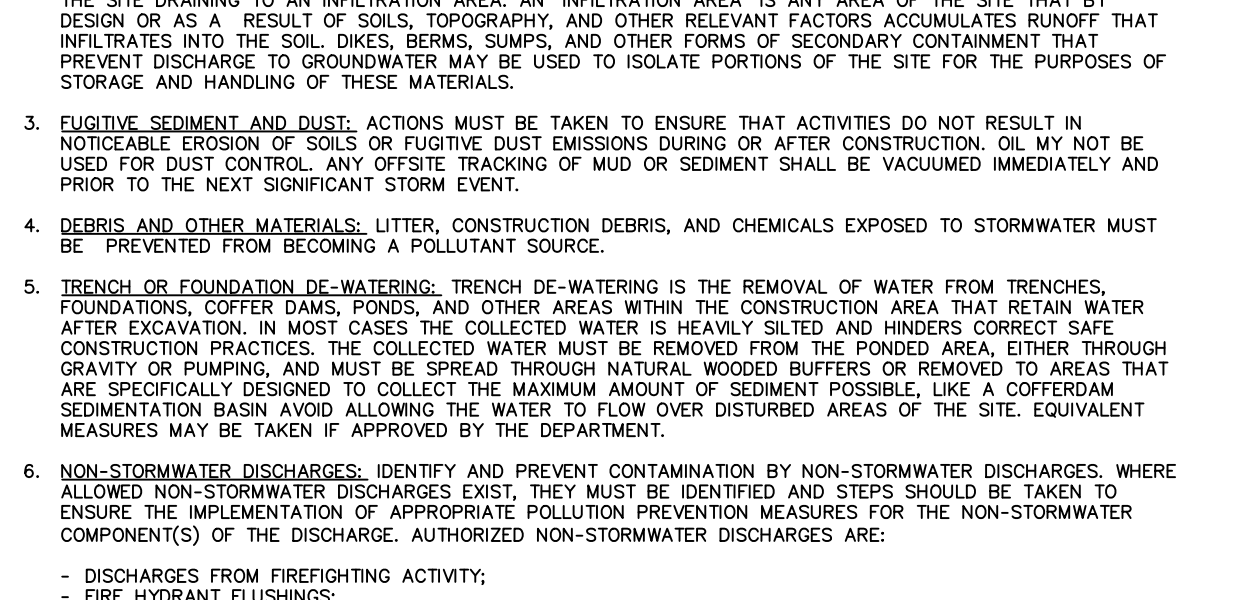
**HOUSEKEEPING**

1. SPILL PREVENTION: CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS 1. ON SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER, AND APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.
2. GROUNDWATER PROTECTION: DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL OF CONTAMINATING GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN INFILTRATION AREA IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF A REMEDIATION AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL, DIKES, BERMS, Sumps, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER. MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.
3. FUGITIVE SEDIMENT AND DUST: ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL. ANY OFFSITE TRACKING OF MUD OR SEDIMENT SHALL BE VACUUMED IMMEDIATELY AND PRIOR TO THE NEXT SIGNIFICANT STORM EVENT.
4. DEBRIS AND OTHER MATERIALS: LITTER, CONSTRUCTION DEBRIS, AND CHEMICALS EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.
5. TRENCH OR FOUNDATION DE-WATERING: TRENCH DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COVER DAMS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SiltED AND HINDERS CORRECT SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER MUST BE REMOVED FROM THE PONDING AREA, EITHER THROUGH GRAVITY OR PUMPING, AND MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE. LIKE A COFFERDAM SEDIMENTATION BASIN AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE. EQUIVALENT MEASURES MAY BE TAKEN IF APPROVED BY THE DEPARTMENT.
6. NON-STORMWATER DISCHARGES: IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES, WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST. THEY MUST BE IDENTIFIED AND SEEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON-STORMWATER DISCHARGES ARE:
  - DISCHARGES FROM FIREFIGHTING ACTIVITY;
  - FIRE HYDRANT FLUSHINGS;
  - VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);
  - DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND APPENDIX (C)(3) OF MAINE DEP 06-096 CHAPTER 500;
  - ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
  - PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
  - UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
  - UNCONTAMINATED GROUNDWATER OR SPRING WATER;
  - FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
  - UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX (C) MAINE DEP 06-096 CHAPTER 500);
  - POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; AND
  - LANDSCAPE IRRIGATION.
7. UNAUTHORIZED NON-STORMWATER DISCHARGES: THE DEPARTMENT'S APPROVAL UNDER THIS CHAPTER DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH A SOURCE OF NON STORMWATER, OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX (C) MAINE DEP 06-096 CHAPTER 500. SPECIFICALLY, THE DEPARTMENT'S APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:
  - WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
  - FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
  - SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
  - TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.
8. ADDITIONAL REQUIREMENTS: ADDITIONAL REQUIREMENTS MAY BE APPLIED ON A SITE-SPECIFIC BASIS.

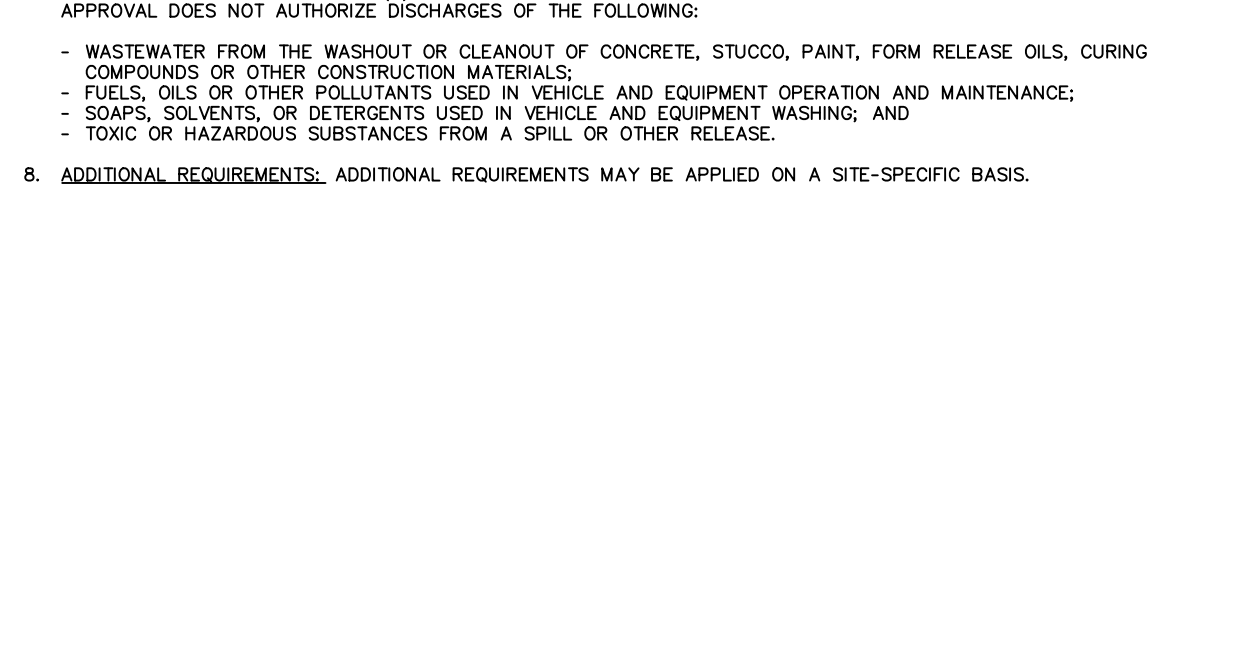
**STONE CHECK DAM DETAIL**  
NTS



**UNDERGROUND CABLE TRENCH**  
NTS



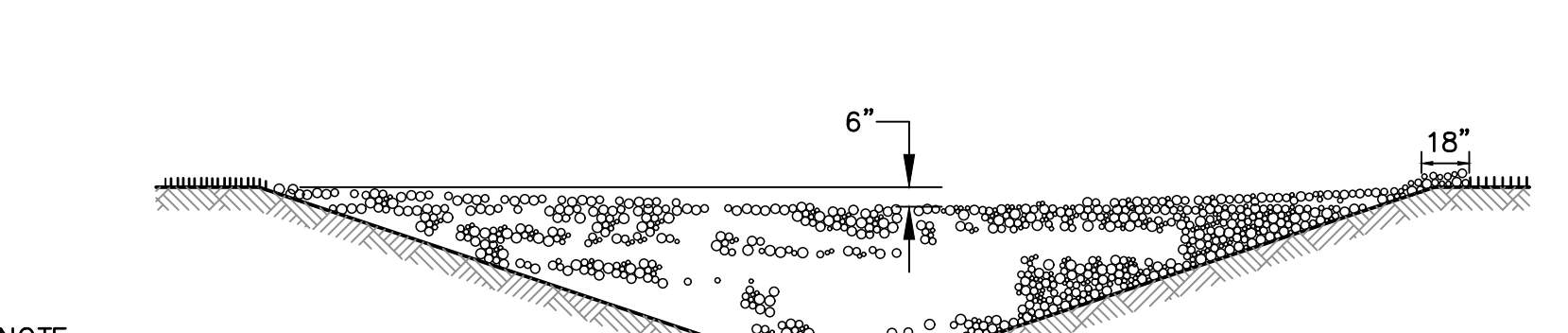
**SILT FENCE DETAIL**  
N.T.S.



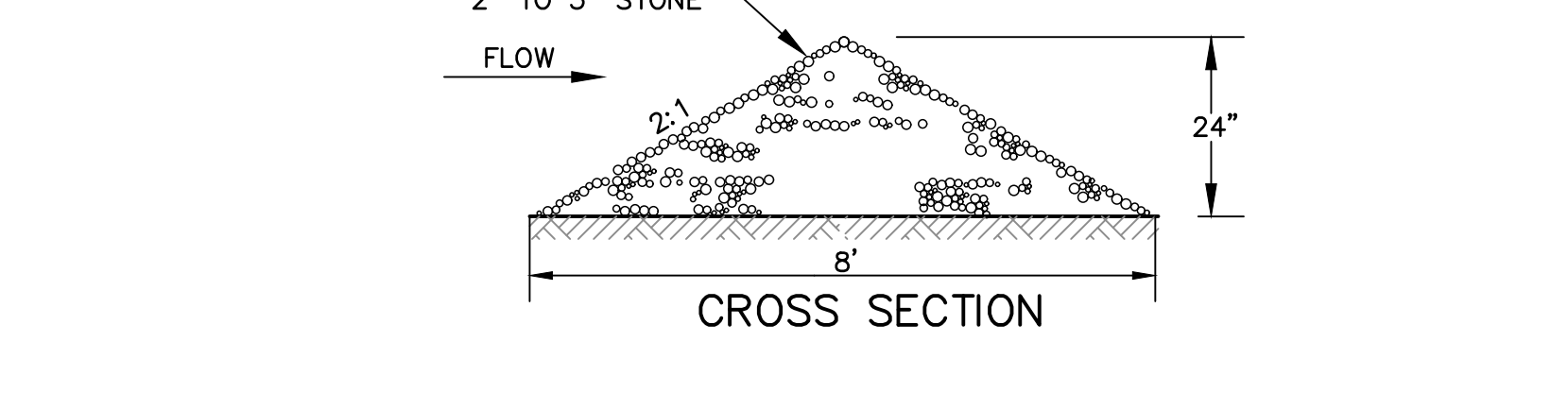
**EROSION CONTROL MIX BERM**  
NTS

PLACE BARRIER ALONG RELATIVELY LEVEL CONTOUR. EROSION CONTROL MIX SHOULD CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4" IN DIAMETER. ECM SHOULD BE FREE OF REFUSE, PHYSICAL CONTAMINATES, AND MATERIAL TOXIC TO PLANT GROWTH.

- ORGANIC MATTER > 80% DRY WEIGHT
- PARTICLE SIZE BY WEIGHT: 100% PASSING 6" SCREEN
- ORGANIC PORTION TO BE FIBROUS & ELONGATED
- SOLUBLE SALT CONTENT < 4.0 MMHOS/CM
- pH TO BE BETWEEN 5.0 & 8.0



**ELEVATION**



**CROSS SECTION**

L = DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION

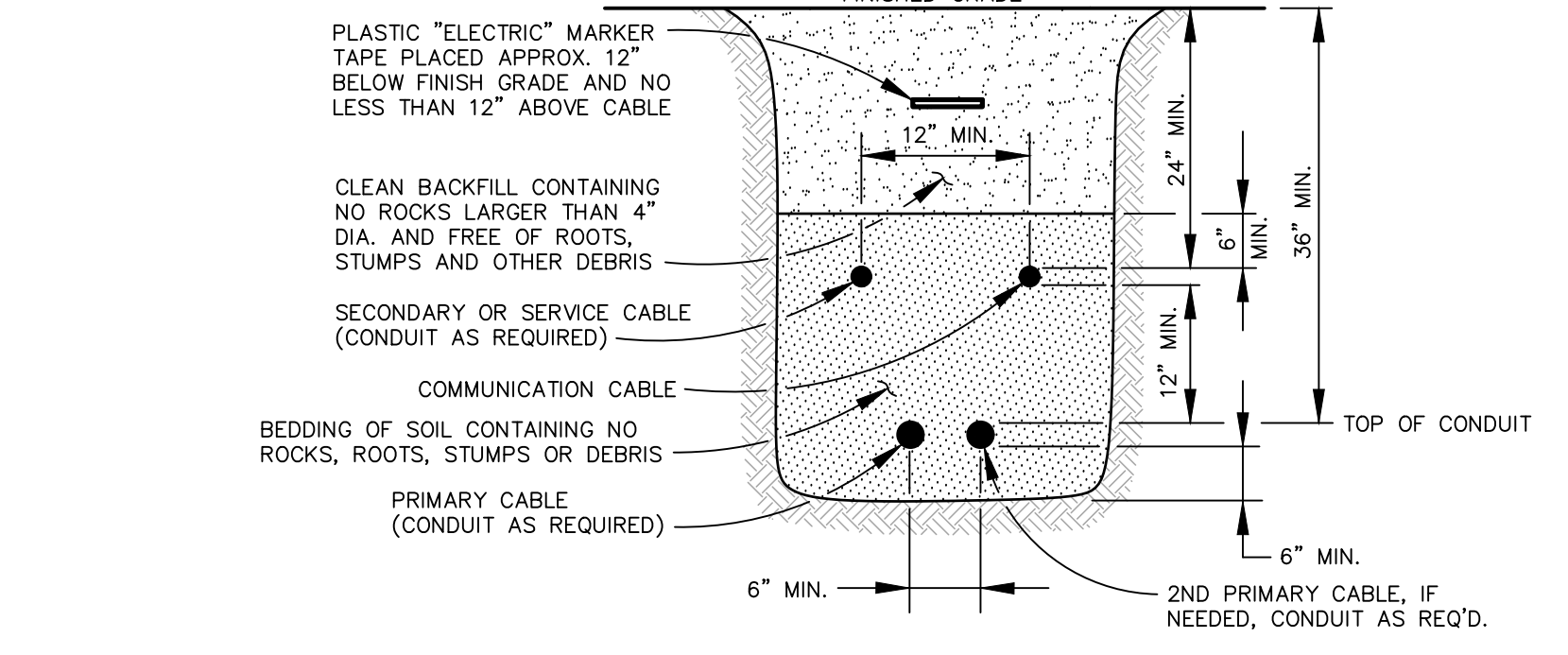
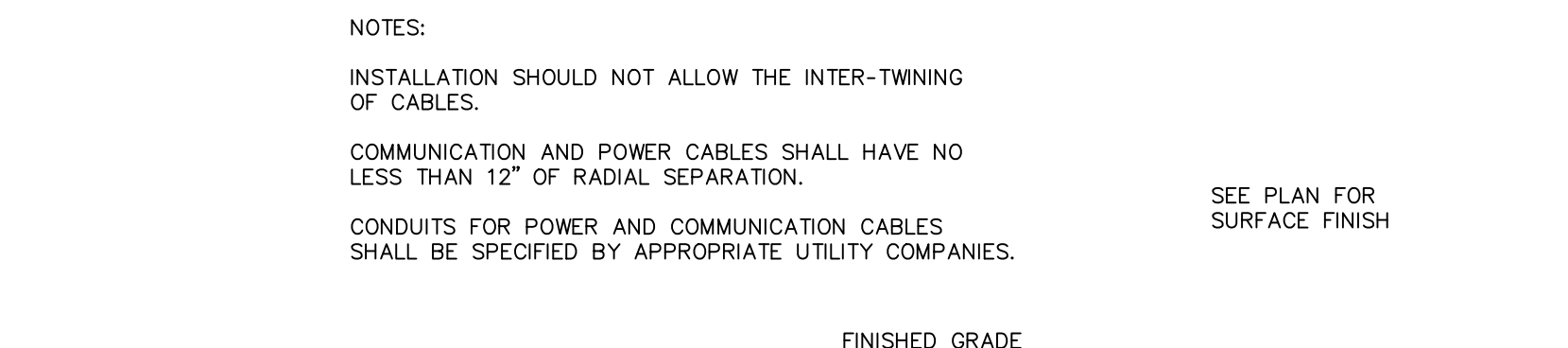
SLOPE (FT/FT)	L (FT)
0.020	100
0.030	66
0.040	50
0.050	40
0.080	25
0.100	20
0.120	17
0.150	13



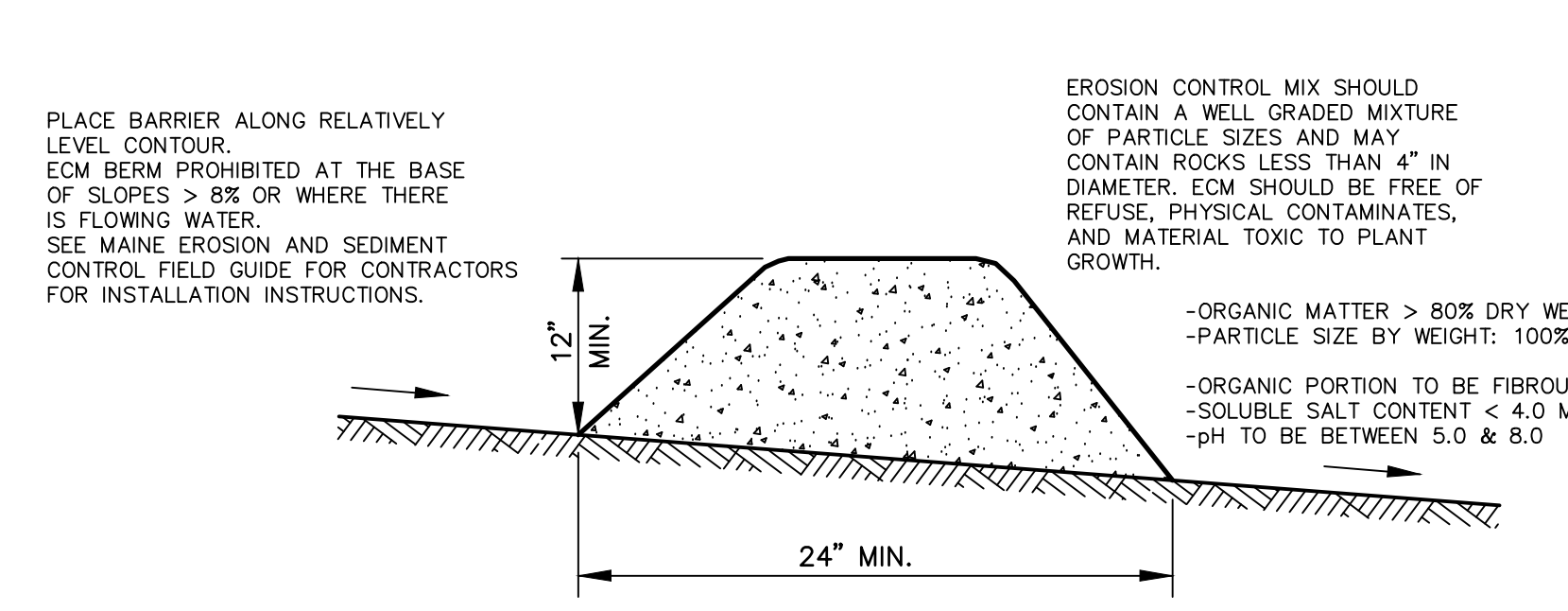
**SPACING**

**STONE CHECK DAM DETAIL**  
NTS

NOTES:  
INSTALLATION SHOULD NOT ALLOW THE INTER-TWINNING OF CABLES.  
COMMUNICATION AND POWER CABLES SHALL HAVE NO LESS THAN 12" OF RADIAL SEPARATION.  
CONDUITS FOR POWER AND COMMUNICATION CABLES SHALL BE SPECIFIED BY APPROPRIATE UTILITY COMPANIES.  
SEE PLAN FOR SURFACE FINISH



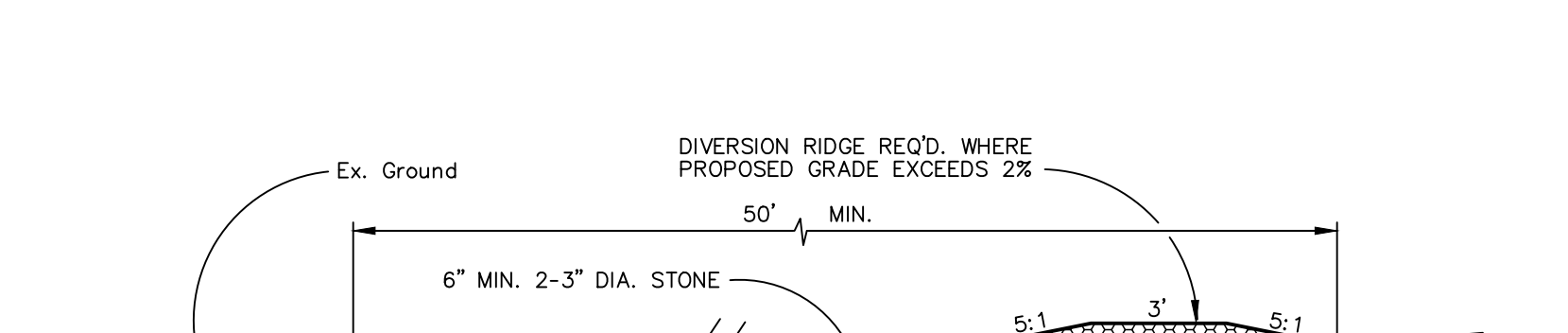
**UNDERGROUND CABLE TRENCH**  
NTS



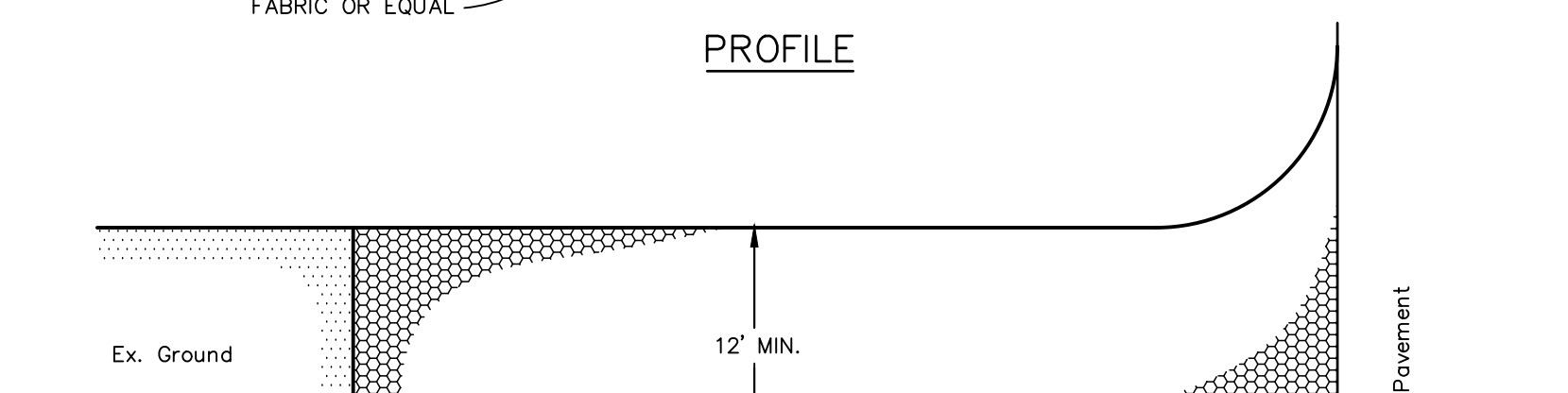
**EROSION CONTROL MIX BERM**  
NTS

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- SOLUBLE SALT CONTENT < 4.0 MMHOS/CM
- pH TO BE BETWEEN 5.0 & 8.0



**PROFILE**



**PLAN**

NOTES:  
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAYS. THIS MAY REQUIRE DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.  
WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT OF WAY.  
WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

**STABILIZED CONSTRUCTION ENTRANCE**  
NTS

ISLAND COVE BUILDING & DEVELOPMENT, INC.  
1263 ROOSEVELT TRAIL, UNIT 3,  
RAYMOND, MAINE 04071

FOR  
2-LOT MINOR SUBDIVISION  
HEATH ROAD  
CASCO, MAINE

DESIGNED: W. Pelkey  
DATE: May 2026

DRAWN: Dept.  
SCALE: As Noted

CHECKED: A. Morrell  
JOB. NO.: 25087

SHEET: 2

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REVISION

NO.	DATE	DESCRIPTION
1.	5/1/25	Draft Sketch Plan
2.	12/1/25	Revised Sketch Plan
3.	5/6/26	Draft Preliminary Plan to Client for Review
4.	5/14/26	Submitted Preliminary Plan to Town
5.	6/2/26	Revised per Client Request

STATE OF MAINE  
ANDREW S. MORRELL  
No. 1263  
Professional Seal  
Professional Engineer  
Professional Surveyor

Berry, Huff, MacDonald, Miliffigan Inc.  
Engineers, Surveyors  
3808 Main Street  
Conform, Maine 04088  
Tel: (207) 859-2771  
Fax: (207) 859-9250

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**Town of Casco  
Contract Zone Renewal Application**

**Prepared for:  
Zoning Map & Text Amendment Application  
P&K Sand & Gravel – Heath Quarry  
90 Indian Acres Road, Casco, ME 04015**

**Applicant:  
CBJ Properties, Inc.  
234 Casco Road, Naples, ME 04055**

**Prepared by:  
Sebago Technics, Inc.  
75 John Roberts Road, Suite 4A  
South Portland, Maine 04106**

**June 2026**

250067-01

# **Contract Zone Renewal Application P&K Sand & Gravel – Heath Quarry, Casco**

## **TABLE OF CONTENTS**

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**Cover Letter**

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**Section 3                    Right, Title, Or Interest**

**Section 4                    Contract Zone Agreement**

**Section 5                    Contract Zoning Map**

May 14, 2026  
250067-01

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

**RE: Contract Zoning Renewal Application – 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, Mr. Webster, & 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 and attached application materials for a Contract Zoning renewal application for the P&K Sand & Gravel Heath Quarry property located at 90 Indian Acres Road. The properties subject to this application can also be further identified on the Town’s Tax Map 9 as Lots 25-A and 30-1

**Historical Context:**

The Applicant has been a successful and local business, with Heath Quarry being a productive part of Casco’s landscape since 1997. The quarry has operated in its current form and location under successive Contract Zoning Agreements (CZAs) for nearly three (3) decades. The initial 1997 CZA had an expiration period after twenty (20) years, and the 2017 CZA has an expiration period of ten (10) years. Throughout this time, P&K has cooperated with neighboring properties and operated without significant controversy. Each renewal period has demonstrated P&K’s commitment to responsible operations and maintaining neighborly behavior.

**Project Description:**

In advance of the expiration of the 2017 CZA, the Applicant is filing this Contract Zoning Agreement renewal application to renew their contract zoning agreement for a period of twenty-five (25) years. The applicant has maintained full transparency with the community at large to address questions and concerns. To-date, we have performed public outreach efforts and attended several public meetings to facilitate meaningful and thoughtful discussion with reviewing authorities and the public. As a result of these efforts, a determination was made that the renewal of the CZA is the best option at this time for the applicant, rather than a traditional rezoning or the creation of a new zoning district.

Beginning in the fall of 2025, the applicant submitted pre-application requests and held sketch plan meetings with various boards to explore different options for this project. Options varied from a traditional rezoning to the Commercial (C) zoning district, to the creation of a new Mineral Extraction Overlay (MEO) district, a zoning text amendment to

Casco’s Land Use Ordinance to implement performance standards for mineral extraction and processing uses, and the renewal of the CZA. As such, we have provided below a timeline of events pursuant to this application, along with a summary of each meeting:

- **11/18/2025: Selectboard Pre-Application:**

This first meeting served as an introduction to the Selectboard and members of the public about the existing zoning conditions of the quarry. A high level discussion was held, including the current CZA and timeline, as well as the potential for a more permanent rezoning so that the applicant would not need to return to the town for future renewals. The Selectboard collectively agreed that the next recommended steps should include facilitating public outreach and well as meetings with the Planning Board for further refinement.

- **12/15/2025: Planning Board Sketch Plan Application:**

This meeting served as an introduction to the Planning Board about the overall project and existing zoning and agreement conditions. Discussion was held around different options of either rezoning the property, as well as two (2) adjacent properties, entirely under the Commercial (C) zoning district classification, or, if consideration should be made about presenting a new zoning district. Results of this meeting indicated that the board, as well as members of the public, were not interested in a rezoning to the commercial zoning, as it could result in unintended consequences on or around the site, particularly surrounding permitted commercial land use types compared to the surrounding residential permitted land use types. For this meeting, the Town’s Contract Planner also outlined the potential for a new overlay zoning district, with limited uses only to what currently operates on-site. This option was discussed, and members of the board recommended this option for further consideration and discussion.

- **01/14/2026: Internal Staff Meeting:**

Upon request by the applicant, a meeting with the project team and the Town’s Code Enforcement Officer and Contract Planner was held at Town Hall. This meeting discussed staff review comments, workshopped potential text amendment language, and further refined the then proposed Mineral Extraction Overlay (MEO) zoning district. The MEO was limited to mineral extraction and processing uses, as well as other administrative uses such as accessory buildings for staff and office use. There was also discussion on which properties to include under the MEO, as the applicant wanted to avoid any and all illegal spot zoning. Through this meeting, further potential zoning options were generated to include adjacent properties under the MEO.

- **02/18/2026: Public Informational Meeting:**

This public informational meeting was held at the Community Center and was attended by approximately twenty (20) members of the public. Attendees included abutters to the project area, as well as other interested community members. At this meeting, the background of prior CZAs were discussed, as well as up to five (5) potential paths forward for P&K. These options included: 1. Full rezoning of quarry property and two adjacent

parcels under the MEO, 2. Full rezoning of quarry property and partial rezoning of two adjacent parcels, 3. Full rezoning of quarry property only, 4. Full rezoning of quarry parcel and partial rezoning of adjacent property to the north, and 5. Renewing the current CZA.

The meeting was also open to any questions and concerns from attendees, of which a few members of the community brought up concerns. Most concerns were in relation to a new zoning district and ensuring proper standards, with other concerns relating to maintaining water quality, future potential business expansions, traffic, and general process and procedures. We found this discussion to be productive and informative for both the public and the applicant.

- **02/23/2026: Planning Board Meeting:**  
Postponed due to weather conditions.
  
- **03/09/2026: Planning Board Meeting:**  
At this meeting, the Planning Board was introduced to the MEO zoning district language and associated zoning map amendment. This meeting was also open to the public, with several concerns stated at the public informational meeting reiterated to the Planning Board. We found this discussion to be constructive, as members of the Board appeared interested in the overlay concept, as well as the CZA renewal. The Board agreed that further discussion and meetings would be necessary to determine which direction to pursue, and if the proposed zoning text language would need further refinement.
  
- **03/23/2026: Planning Board Meeting:**  
Postponed due to lack of quorum.
  
- **04/06/2026: Planning Board Meeting:**  
This meeting with the Planning Board offered a continuation of conversations held to date. Further considerations were made to weigh the pros and cons of the MEO compared to the CZA renewal. Ultimately, it was decided that the best pathway forward will be to submit a formal application for the CZA renewal, as it offers more clarity and remains consistent with public expectations.

As demonstrated above, we remain committed to thoughtful discussion with the community and various reviewing authorities. Through this process, the directive has shifted and determination has been made to renew the existing CZA for a longer duration of twenty-five (25) years. Therefore, the applicant has modified this application and now formally submits this CZA renewal application.

**Renewal Period Understanding:**

It is our understanding at this time that the following procedures and events need to occur to renew this contract zoning agreement:

1. The adoption and amendment of the contract zoning agreement is subject to Sec. § 215-3.4 of Casco’s Zoning Ordinance and 30-A M.R.S.A. Section 4352(8). The same

procedures are required for the initial adoption of a contract zoning amendment and for any subsequent amendments to an existing contract zoning agreement.

2. The applicant must initiate a request with the Town’s Code Enforcement Officer (CEO), who will determine if the proposal is suitable for contract zoning.
3. If the CEO determines the proposal is suitable for contract zoning, the applicant must submit a preliminary proposal indicating the nature, scope, and location of the proposed project, to be presented to the Planning Board as an application for contract zoning. Prior to the Planning Board meeting, the following noticing requirements must be met:
  - a. 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.
  - b. Notice of the meeting shall be posted at least two (2) times in a newspaper of general circulation within the Town; the first publication must be at least ten (10) calendar days before the hearing.
  - c. Notice must be mailed to the owners of property within 500 ft. of the proposed zone at least ten (10) calendar days before the hearing and the applicant must provide proof of mailing.
  - d. This notice shall contain information indicating the nature, scope, and location of the proposed project, as well as the Planning Board meeting information.
4. The Planning Board shall review and examine the suitability of the proposed contract zone based on the five (5) conditions established in Section 3.4.C.3.a of the Zoning Ordinance (addressed in detail below).
5. After the preliminary terms of the contract zoning agreement are negotiated between the Planning Board and the applicant, Section 3.4.C.4. of the Zoning Ordinance requires a joint review of the proposed agreement with the Selectboard. The ordinance requires a determination that:
  - a. The Town’s interests are adequately protected and served by the proposed CZA; and,
  - b. The costs and benefits to the Town are reasonable.
6. Upon the Planning Board and Selectboard have reaching a substantial agreement on the terms and wording of the proposed CZA, the applicant must submit a letter confirming the applicant’s substantial agreement on the terms and wording of the proposed CZA.
7. The Planning Board must then continue its review and hold a public hearing on the proposed CZA or amendment. Requirements for the hearing include:
  - a. Posted in the Town Office at least fourteen (14) days prior to the public hearing;
  - b. Published at least two (2) times in a newspaper of general circulation within the Town; the first publication must be at least seven (7) days before the hearing.
  - c. Notice must be mailed to the owners of property within 500 ft. of the proposed zone at least ten (10) calendar days before the hearing and the applicant must provide proof of mailing.

- d. Notice must be sent to a public drinking water supplier if the area to be rezoned is within its source water protection area.
      - e. This notice shall contain a copy of the proposed conditions and restrictions together with a map showing the property to be rezoned.
8. Following the public hearing, the Planning Board shall review all comments and recommendations from the public hearing and make changes where deemed necessary, and determine that the proposed CZA is:
  - a. Is consistent with the Casco Comprehensive Plan.
  - b. Establishes rezoned areas that are consistent with the existing and permitted uses of the original zone.
  - c. Includes only such conditions and restrictions that relate to the physical development or operation of the property.
9. If the CZA is approved by the Planning Board, 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.
10. The proposed CZA shall then require approval by the voters of the Town of Casco at a regularly scheduled annual or semiannual Town Meeting.

#### **Planning Board Review Requirements:**

As per Section 3.4.C.3.a, the Planning Board is required to determine the suitability of a proposal for contract zoning and consider the following:

#### **1. The reason why the applicant is requesting a contract zone agreement.**

The applicant is requesting a renewal of an existing and established contract zoning agreement that has been utilized in the same capacity for nearly thirty (30) years. The extraction facility is of vital importance to P&K Sand & Gravel’s economic existence, and based on its originally anticipated supply of reserves of 100 years in 1997, will remain viable for future use.

Additionally, modern-day equipment often has expected lifespans ranging from twenty (20) to thirty (30) years. In order to see a return on investment for these expensive pieces of equipment, site operations would need to be in effect for more than the current ten (10) year contract zoning period. Where it remains difficult for the applicant to justify expenditures and investments under this current CZA, the applicant respectfully requests a CZA renewal for a period of twenty-five (25) years.

#### **2. Compatibility with the Comprehensive Plan.**

The Town of Casco’s Comprehensive Plan identifies seven “Big Ideas” to guide future growth in the community, one of which is to “*attract local businesses and entrepreneurs.*” This goal states, “*While residents want to attract new small businesses, they also appreciate the businesses already in Casco. However, the town needs to*

*ensure that they are supporting and making it easy for existing businesses to grow and operate.”* (p.99). This section emphasizes the community’s interest in attracting and retaining local businesses within Casco. Moreover, P&K is called out by name within the Comprehensive Plan (p. 47) and used as an example of an existing use within the rural area.

The future land use map within the Comprehensive Plan identifies most of Casco’s land use under the rural designation. This area is characterized by rural lands comprising of forests and timber resources, farmlands, open space, and other natural resources. Mineral extraction is, by nature, a natural resource-based business that involves the extraction and sale of naturally occurring mineral deposits from the land. Unlike commercial retail or industrial types of uses, a sand and gravel pit operation does not fragment the landscape into different lots and potentially introduce incompatible infrastructure, create excessive impervious surfaces, or permanently alter the rural character of the area in a manner inconsistent with the Comprehensive Plan’s vision. The existing mineral extraction and processing uses to-date have operated within all applicable regulatory requirements, including the maintenance of all buffering requirements.

**3. The implications of the proposed project, or use of the property, for owners of surrounding properties and the neighborhood in general.**

The Heath Quarry has been in existence and operating for nearly thirty (30) years. P&K Sand & Gravel has operated respectfully and responsibly during this time without significant controversy. Site operations are conducted only during regular business hours (7:00 AM to 7:00 PM), and the site maintains buffers from adjacent properties through mature woodlands on all sides. The existing site is internally drained, as required by the Maine Department of Environmental Protection (MDEP), and does not generate adverse impacts via runoff on adjacent properties. The site also maintains all required inspections by MDEP, and currently meets or exceeds all standards pertaining to natural resource protection, water quality, and site operations.

Through this CZA renewal, the implications of the project and use of the property will not change. There are not any proposed amendments to overall allowable uses or any alterations to established setbacks and operational criteria. Thus, the implications of this project remain the same as the previous approximately thirty (30) years of operation.

**4. The benefits and costs to the Town of Casco and the interests, safety, and general welfare of its citizens.**

This proposed contract zoning agreement renewal offers substantial benefits to the overall community, and places the protection and interests of the public’s safety and general welfare at the forefront of the project.

Through the renewal of an existing and established contract zoning agreement, the community is able to understand exactly the type of operations that will occur in the

future. Where there are not any proposed alterations to the substance of the CZA, the applicant, town officials, and the general public are able to anticipate site uses and general operations, as they will remain the same as existing and established site uses and operations. This aims to grant assurance to the community, and remove any uncertainty about future operations or expansions, with the understanding that if any changes will occur, the applicant is required to amend through CZA through a formal process.

An added benefit that this CZA renewal offers relates to economic stability. Currently, the applicant represents a significant property taxpayer, and provides stable revenue to support municipal services while reducing the overall burden on residential taxpayers. P&K Sand & Gravel consistently employs 12-14 individuals at Heath Quarry, and approximately 50 company-wide. With a 25-year CZA renewal, the applicant is able to obtain stability for future business operations and allows for the potential of greater job creation. Additionally, the quarries current operations support other local businesses, in that they provide materials to customers and purchase services, fuels, and equipment from local vendors. This accumulates to the multiplier effect, as other businesses do well when P&K does well, and vice versa.

Another consideration is that P&K provides material that directly contributes to the local economy’s infrastructure. Currently, stone, sand, and gravel are available for purchase and can be utilized for road maintenance, construction projects, and infrastructure development throughout the region. These essential materials remain in steady demand, and a CZA renewal offers consistency to deliver quality products to consumers and the Town of Casco.

**5. Input, where appropriate, from Town 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.**

Prior meetings and public outreach efforts have demonstrated that the applicant remains committed to feedback. The applicant has been a collaborative partner from the onset of this process, and has been receptive to feedback from the community, staff, and members of the Selectboard and Planning Board. This approach involving public participation will be maintained throughout the duration of this CZA renewal process.

The Planning Board is also required to consider the statutory criteria, per 30-A M.R.S.A. Section 4352(8). These criteria for consideration include:

**1. The contract zone must be consistent with the growth management program adopted under this chapter.**

The proposed CZA meets the goal stated in the Comprehensive Plan of attracting local businesses and entrepreneurs to the Town of Casco, and **retaining local businesses in the community**. *“Residents want to attract new small businesses; they also appreciate the businesses already in Casco...the town needs to ensure that they are supporting and making it easy for existing businesses to grow and operate”* (p.99).

**2. The contract zone must establish rezoned areas that are consistent with the existing and permitted uses within the original zones.**

The proposed CZA is located in land that would otherwise be located in the Residential District. “Mineral extraction that complies with performance standards herein” is an allowed use in the Residential District, with Site Plan Review.

**3. The contract zone must only include conditions and restrictions that relate to the physical development or operation of the property.**

The proposed CZA only includes conditions and restrictions that relate to the physical development of the property.

**Closing:**

This proposed project offers a balanced solution to challenges that have accumulated over time. P&K Sand & Gravel is an existing and established business within Casco that continues to provide job opportunities, exceptional products and service, and tax revenue for the Town. Through the extension of this contract zoning agreement, this will provide certainty to both the applicant and the community on how the business shall function. Further, a 25-year renewal will enable the applicant to make sound, long-term, strategic business decisions to promote their investment and grow together.

We thank the Town and the Planning Board for the opportunity to discuss this project. Should you have any questions, please contact me by phone at (207) 482-6323 or by email at [bwiemken@sebagotechnics.com](mailto: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*



James R. Seymour, PE  
*Senior Project Manager  
Lakes Regional Manager*

Cc. Cory Mitchell, *President*  
*P&K Sand & Gravel, Inc.*

# Section 1

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## Application Form & Agent Authorization

### **Section 1 – Application Form & Agent Authorization**

Included in this Section is a Town of Casco Planning Board Application Form, and a signed agent authorization document authorizing Sebago Technics, Inc. to serve as the applicant’s designated agent for this project.

TOWN OF CASCO PLANNING BOARD  
APPLICATION FORM

APPLICANT:

Name CBJ Properties, Inc. & P&K Sand & Gravel

Address 90 Indian Acres Road, Casco ME 04015

Email cmitchell@pksandgravel.com

Telephone Number - Home (207) 693-6765 - Cory Mitchell - Applicant

PLEASE PROVIDE AT LEAST TWO NUMBERS Office \_\_\_\_\_  
Cell (207) 482-6323 - Brett Wiemken - Authorized Agent

Interest in Property Owner, see deed enclosed within application materials.  
(attach documentation) \_\_\_\_\_

Interest in abutting property, if any None.

OWNER:

Name Same As Applicant

Address 234 Casco Road, Naples ME 04055

PLEASE CHECK THE ADDRESS TO WHICH THE TOWN SHOULD DIRECT ALL  
CORRESPONDENCE.

TYPE OF PROSPECTIVE ACTIVITY:

- \_\_\_\_\_ Minor Subdivision Plan Review
- \_\_\_\_\_ Major Subdivision Preliminary Plan Review
- \_\_\_\_\_ Major Subdivision Final Plan Review
- \_\_\_\_\_ Site Plan Review - List Type \_\_\_\_\_
- X Other (specify) Contract Zone Renewal Application

PROJECT \_\_\_\_\_ Single Family \_\_\_\_\_ Multiplex X Other

LOCATION

Street Address 90 Indian Acres Road, Casco ME 04015

Registry of Deeds Book 12280 & 30267 Page 327 & 98

Assessor's Office Map 0009 Lot 0025-A & 0030-1

OTHER PROJECT INFORMATION

Size of Parcel (acres) 42 & 291.1 acres (333.1 acres for both lots)

Is Zoning Board of Appeals Approval required?  X  No   Yes

Does the applicant intend to request any waivers of Subdivision or Zoning Ordinance provisions?  X  No   Yes.

If yes, list and give reasons why:

Please see enclosed cover letter and supporting application materials.   
\_\_\_\_\_  
\_\_\_\_\_

FEES:

The current schedule of Town fees is attached or available online.  
**Please note: If the Board requests consultation with the Town's lawyer, fees will be passed off to the applicant.**

MAPS:

Digital Map Files need to be provided at the time of Planning Board approval. If available, digital map files including level of detail typically occurring on our tax maps (such as base line work, boundary dimensions, lot #'s, areas, road names, etc...).

DEP NOTIFICATION:

1. If land development over 20 acres or 5 lots or more, the request requires DEP review.
2. DEP approval must be obtained **PRIOR** to final Planning Board approval.

OTHER:

1. Any WETLAND must be reviewed by the Army Corps of Engineers.

ABUTTOR NOTIFICATION:

1. Applicant **MUST** notify all landowners within 500' of the property by CERTIFIED MAIL RETURN RECEIPT REQUESTED.
2. Landowners **MUST BE NOTIFIED AT LEAST 10 CALENDAR DAYS PRIOR TO SCHEDULED MEETING.**
3. the list of landowners with ALL RECEIPTS MUST BE TURNED IN TO THE PLANNING BOARD SECRETARY NO LATER THAN SEVEN (7) DAYS PRIOR TO THE DATE OF THE MEETING.

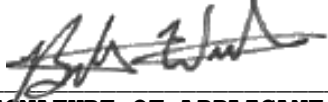
The undersigned, being the applicant, owner or legally authorized representative, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statutes and regulations of the Town, State, and Federal Government.

**\* All materials to be considered by the Planning Board will be received no later than NOON on the due date for the specific Planning Board meeting. Any material or information received thereafter will not be heard by the Planning Board until a later meeting.**

PLEASE TAKE NOTE OF THE FOLLOWING PROVISION OF THE SUBDIVISION ORDINANCE:

§6.1.1 Within six (6) months of the Planning board's classification of the proposal as a Major Subdivision, the applicant shall submit an application for approval of a Preliminary Plan. The Preliminary Plan shall approximate the layout shown on the sketch plan plus any recommendations made by the Planning Board. Substantial redesign of the sketch plan or failure to meet the six (6) month deadline shall require resubmission of the sketch plan to the Planning Board.

05/14/2026  
DATE

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT/OWNER OR REPRESENTATIVE

# AGENT AUTHORIZATION

<b>APPLICANT/ OWNER</b>	Name	Cory Mitchell, President P&K Sand & Gravel		
<b>PROPERTY DESCRIPTION</b>	Physical Address	90 Indian Acres Road, Casco, Maine	Map	9
			Lot	30-1
<b>APPLICANT'S AGENT INFORMATION</b>	Name	Sebago Technics, Inc. c/o Brett Wiemken		
	Phone	(207) 482-6323	Business Name & Mailing Address	SEBAGO TECHNICS, INC 75 John Roberts Road, Suite 4A South Portland, ME 04106

APPLICANT SIGNATURE      DATE  
 Cory Mitchell              11/20/2025  
 PLEASE TYPE OR PRINT NAME HERE

APPLICANT'S AGENT SIGNATURE      DATE  
 Brett Wiemken                              11/20/2025  
 Planning Consultant, Sebago Technics, Inc.  
 PLEASE TYPE OR PRINT NAME HERE

# AGENT AUTHORIZATION

<b>APPLICANT/ OWNER</b>	<b>Name</b>	Sarah Plummer President, CBJ Properties, Inc.		
<b>PROPERTY DESCRIPTION</b>	<b>Physical Address</b>	90 Indian Acres Road, Casco ME Heath Quarry	<b>Map</b>	09
			<b>Lot</b>	30-1
<b>APPLICANT'S AGENT INFORMATION</b>	<b>Name</b>	Sebago Technics, Inc. c/o Brett Wiemken		
	<b>Phone</b>	(207) 482-6323	<b>Business Name &amp; Mailing Address</b>	SEBAGO TECHNICS, INC. 75 John Roberts Rd. Ste. 4A South Portland, ME 04106

*Sarah L. Plummer Pres*  
 APPLICANT SIGNATURE      DATE 5/14/26

PLEASE TYPE OR PRINT NAME HERE  
*Sarah L. Plummer*

*Brett Wiemken*  
 APPLICANT'S AGENT SIGNATURE      DATE 05/13/2026

**Brett Wiemken**  
**Planning Consultant/Project Manager**  
**Sebago Technics, Inc.**

PLEASE TYPE OR PRINT NAME HERE

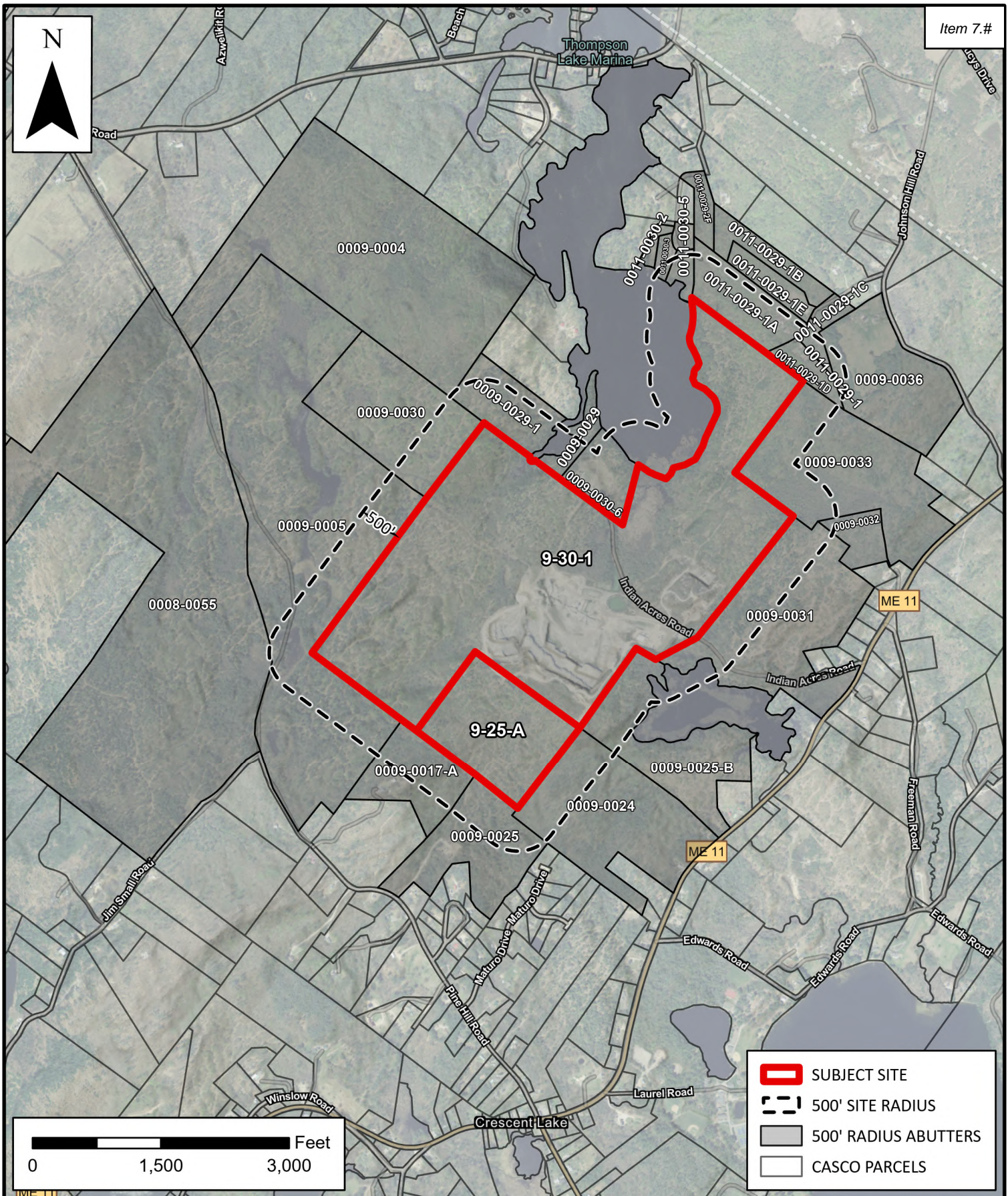
# Section 2

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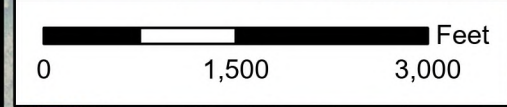
## Tax Map & Abutter Information

## Section 2 – Tax Map & Abutter Information

The project site is identified on the Town of Casco's Tax Map 009 as Lots 25-A and 30-1. Enclosed within this Section is a copy of the Town of Casco's Tax Map 9, and list identifying all property owners that abut the subject parcel within 500 feet. Copies of the notice letter that was sent to abutters and certified mailing receipts confirming that the notices were received by the USPS will be provided to the Code Enforcement Department upon mailing.



	SUBJECT SITE
	500' SITE RADIUS
	500' RADIUS ABUTTERS
	CASCO PARCELS



**SEBAGO**  
TECHNICS

WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd. - Suite 4A  
South Portland, ME 04106  
Tel. 207-200-2100

**500'R ABUTTERS MAP**  
**HEATH QUARRY CONTRACT ZONE**

SCALE: 1:18,000  
DATE: 5/7/2026

LOCATION:  
90 INDIAN ACRES ROAD  
CASCO, MAINE

INFORMATION:  
TOWN OF CASCO, MAINE PARCELS  
2018 ORTHOREGIONAL IMAGERY

Parcel Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner Address 2	Owner City	Owner State	Owner Zip
11-29-1	44 KEEPA WAY	WHITE, BRITTANY A & BENJAMIN J		44 KEEPA WAY		CASCO	ME	04015
11-29-1A	55 KEEPA WAY	SHRIGLEY REVOCABLE TRUST		55 KEEPA WAY		CASCO	ME	04015
11-29-1B	GRANDVIEW LN	WALGREEN, SHARON A		17 KINGSLEY RD		RAYMOND	ME	04071
11-29-1C	26 KEEPA WAY	BULLEN, THOMAS V & ELIZABETH C		26 KEEPA WAY		CASCO	ME	04015
11-29-1D	54 KEEPA WAY	AYER, DONALD W III & ALLISON L		54 KEEPA WAY		CASCO	ME	04015
11-29-1E	4 GRANDVIEW LN	CONARY, ALLISON & TROY		4 GRANDVIEW LN		CASCO	ME	04015
11-29-2F	76 STILLWATER RD	THORPE, ANDREW C & KATHERINE A		173 HUBBARD ST		CONCORD	MA	01742
11-30-2	11 BOULDER DR	GREENLEAF, SCOTT A		11 BOULDER DR		CASCO	ME	04015
11-30-3	113 STILLWATER RD	SOBCZAK, KRZYSZTOF & LISA		1032 WASHINGTON ST		CANTON	MA	02021
11-30-4	117 STILLWATER RD	SHEEHAN, ERIK PATRICK & KENDRA B		6 6TH ST		BARRINGTON	RI	02806
11-30-5	104 STILLWATER RD	MURPHY, JOSHUA D		104 STILLWATER RD		CASCO	ME	04015
8-55	LORD RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015
9-17-A	40 BURNER RIDGE RD	BURNETT, RUSSELL		171 PINE HILL ROAD		CASCO	ME	04015
9-24	313 POLAND SPRING RD	FLANAGIN, SIDNEY A		313 POLAND SPRING RD		CASCO	ME	04015
9-25	29 KAYLAS WAY	MADURA, ADAM R & KAYLA M		29 KAYLAS WAY		CASCO	ME	04015

Item 7. #

9-25-A	POLAND SPRING RD	CBJ PROPERTIES		217 EDES FALLS ROAD		NAPLES	ME	04055
9-25-B	POLAND SPRING RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015
9-29	181 BASS LN	JORDAN, KARIN & JASON		2 WALTERS WAY		EXETER	NH	03833
9-29-1	BASS LN	ALTERMAN, GEOFFREY J		132 MARGINAL WAY 433		PORTLAND	ME	04101
9-30-1	INDIAN ACRES RD	CBJ PROPERTIES		217 EDES FALLS ROAD		NAPLES	ME	04055
9-30	INDIAN ACRES RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015
9-30-6	157 INDIAN ACRES RD	QUERENCIA IRREVOCABLE TRUST		157 INDIAN ACRES RD		CASCO	ME	04015
9-31	INDIAN ACRES RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015
9-32	UPTHA RD	MAREAN, STEPHEN B & SMALL, BRIAN E		73 OVERLOOK RD		WINDHAM	ME	04062
9-33	123 POLAND SPRING RD	AMY LIPPMANN REV TRUST		10 ABRAHAMSON RD		GRAY	ME	04039
9-36	102 JOHNSON HILL RD	PLUMMER, GRANT F & SALLY A		102 JOHNSON HILL RD		CASCO	ME	04015
9-4	PINE HILL RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015
9-5	PINE HILL RD	CASCO TIMBER COMPANY, INC		PO BOX 295		CASCO	ME	04015

Item 7.#

**NOTICE TO ABUTTING PROPERTY OWNERS  
CONTRACT ZONE RENEWAL APPLICATION  
P&K SAND & GRAVEL, HEATH QUARRY, CASCO**

**PLANNING BOAD MEETING**

**DATE & TIME: June 22, 2026, 6:30 p.m.**

**LOCATION: Casco Community Center**

**940 Meadow Rd., Casco ME 04015**

Dear Abutter:

This notice is to inform you that P&K Sand & Gravel (the "Applicant") has submitted an application to the Town of Casco Planning Board for a Contract Zone Renewal for two (2) parcels located on Indian Acres Road. Both parcels can be identified on the Town of Casco's Tax Map 9, as Lots 25-A and 30-1. This project proposes to extend the existing contract zone for the Heath Quarry property for a 25-year period.

The Planning Board will review the application on Monday, June 22, 2026, at 6:30 p.m., at the Casco Community Center located at 940 Meadow Road. This meeting is open to the public, and abutting property owners are invited to attend to discuss the project with the Planning Board.

A map showing the proposed contract zone is enclosed with this notice. The complete application is on file at the Casco Town Office for public viewing. Please contact Brett Wiemken by email at [bwiemken@sebagotechnics.com](mailto:bwiemken@sebagotechnics.com) or by phone at (207) 482-6323 if you have any questions. You may also contact the Casco Code Enforcement Officer at the Casco Town Office, or by telephone at (207) 627-4515 ext. 1203. Thank you for your interest, and we are excited to discuss our project with you.

Sincerely,  
SEBAGO TECHNICS, INC.



Brett Wiemken  
*Planning Consultant*

# Section 3

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## Right, Title, Or Interest

### Section 3 – Right, Title, Or Interest

The applicant, CBJ Properties, Inc., is the current owner of both parcels subject to this renewal application. The parcel identified on the Town of Casco's Tax Map 9 as Lot 30-1 is recorded in accordance with the enclosed deed at the Cumberland County Registry of Deeds in Book 12280, Page 327, dated December 27, 1995.

The parcel identified on the Town of Casco's Tax Map 9 as Lot 25-A is recorded in accordance with the enclosed deed at the Cumberland County Registry of Deeds in Book 30267, Page 98, dated January 2, 2013.

Also included in this Section is a Certificate of Good Standing from the Maine Department of the Secretary of State for CBJ Properties, Inc., dated September 4, 2025.

67722

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That W. HENRY SHAW, of Center Conway, County of Carroll, and State of New Hampshire;

for consideration paid, grant to: CBJ PROPERTIES, INC. a Maine Corporation with its principal place of business located in Naples, County of Cumberland and State of Maine;

whose mailing address is: Route #11, Naples, Maine 04055

with warranty covenants, the land in Casco, County of Cumberland and State of Maine being bounded and described as follows:

Two certain lots or parcels of land located in the Town of Casco, County of Cumberland and State of Maine, and being Lots numbered 1 and 4 as shown on a plan of land of Morning Meadows Management, Inc. in Casco as prepared by Sawyer Engineering & Surveying, Inc., Bridgton, Maine, and recorded in the Cumberland County Registry of Deeds at Plan Book 170, Page 24.

Also granting as an appurtenance of the property herein described a right of way and easement over the roadways as they currently exist and are depicted on said plans lying between Johnson Hill Road to said Lots 1 and 4 over other portions of Morning Meadows Management, Inc. land and land of Country Conservation Corp as shown on a plan entitled "Plan of Land of Country Conservation Corporation, Casco, Maine", prepared by Sawyer Engineering & Surveying, Inc., Registered Land Surveyors, Land of Country Conservation Corporation recorded in Plan Book 170, Page 23. This right of way to be for all useful purposes including utility access to the herein conveyed property.

The Grantor, his successors and assigns hereby reserve an easement and right of way over the roadways as they currently exist and are depicted on said Morning Meadows Management Plan over Lots 1 and 4 for access and all other useful purposes including utility access.

Being the same premises as described in a deed of Morning Meadows Management, Inc. dated January 6, 1993 and recorded in the Cumberland County Registry of Deeds at Book 10514, Page 273.

WITNESS my hand and seal this 19th day of the month of December, 1995.

Signed, Sealed and Delivered in presence of

[Signature]  
WITNESS

[Signature]  
W. HENRY SHAW

STATE OF MAINE  
COUNTY OF CUMBERLAND

December 19, 1995

Then personally appeared the above-named W. Henry Shaw and acknowledged the foregoing instrument to be his free act and deed.

RECEIVED  
RECORDED REGISTRY OF DEEDS

95 DEC 27 AM 10:16

CUMBERLAND COUNTY

[Signature]

Before me,

[Signature]  
NOTARY PUBLIC/ATTORNEY AT LAW

[Signature]  
Robert Neault Esq.

MAINE REAL ESTATE TAX PAID

**WARRANTY DEED  
Maine Statutory Short Form**

KNOW ALL PERSONS BY THESE PRESENTS,

THAT **HANCOCK LAND COMPANY, INC.**, a Maine corporation with a principal place of business in the Town of Casco, County of Cumberland and State of Maine,

for consideration paid,

grant to **CBJ PROPERTIES, INC.**, a Maine corporation with a mailing address of 234 Casco Road, Naples, Maine 05055,

with **WARRANTY COVENANTS**, a certain lot or parcel of land in the Town of Casco, County of Cumberland and State of Maine, being bounded and described as follows:

A certain lot or parcel of land located off Indian Acres Road in the Town of Casco, County of Cumberland, State of Maine, being bounded and described as follows:

Beginning at an iron pin located at the southwesterly corner of lot 5 as shown on "Plan Land of Morning Meadows Management, Inc., Casco, Maine" recorded in Cumberland County Registry of Deeds, Plan Book 170, Page 24, said iron pin being at the southeasterly corner of the parcel described and also at the northeasterly corner of land now or formerly of Marion B. Flanagin; thence along land of Flanagin South 54°-28'-52" West 1260.46 feet to an iron pin; thence North 33°-30'-49" West along land of Grantor 702.73 feet to an iron pin; thence North 35°-34'-26" West along land now or formerly of Russell Burnett 787.71 feet to an iron pin; thence along land of the grantee the following courses and distances North 53°-27' -40" East 1202.7 feet to an iron pin; thence South 36°-48' -43" East 1511.8 feet to the iron pin at the point of beginning.

The above described parcel contains 42.20 acres and is a portion of those premises conveyed to M. S. Hancock, Inc. by deed of Susie E. Hancock, Kenneth M. Hancock, Owen L. Hancock, and Sumner O. Hancock as recorded in Cumberland County Registry of Deeds in Book 1870, Pages 301-318. (See the third paragraph on page 309.)

With respect to the name of the Grantor, further reference is made to Articles of Amendment effecting a corporate change of name dated January 1, 2000 and filed on January 12, 2000 in the office of the Maine Secretary of State, in which M.S. Hancock, Inc. changed its name to Hancock Land Company, Inc.

IN WITNESS WHEREOF, the said HANCOCK LAND COMPANY, INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Glen D. Albee, its Chief Financial Officer, thereunto duly authorized, this 14<sup>th</sup> day of December, 2012.

Signed, Sealed and Delivered  
in the presence of:

Kayn Knight

HANCOCK LAND COMPANY, INC.

Glen D. Albee

By: Glen D. Albee  
Its: Chief Financial Officer

STATE OF MAINE  
Cumberland, ss.

December 14<sup>th</sup>, 2012

Then personally appeared the above named Glen D. Albee, Chief Financial Officer of Hancock Land Company, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Hancock Land Company, Inc.

Before me,

Melinda J. Palmer

Notary Public

Printed Name: Melinda J. Palmer

My Commission Expires: 12/21/2013

SEAL

Received  
Recorded Register of Deeds  
Jan 02, 2013 09:13:34A  
Cumberland County  
Pamela E. Lovley



# MAINE

Department of the Secretary of State  
Bureau of Corporations, Elections and Commissions

## Corporate Name Search

### Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Thu Sep 04 2025 11:14:19. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
CBJ PROPERTIES, INC.	19910350 D	BUSINESS CORPORATION	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
09/06/1990	N/A	MAINE

**Other Names** (A=Assumed ; F=Former)

NONE

#### Principal Home Office Address

##### Physical

234 CASCO ROAD  
NAPLES, ME 04055

##### Mailing

234 CASCO ROAD  
NAPLES, ME 04055

#### Clerk/Registered Agent

##### Physical

ROBERT E. DANIELSON  
65 WEST COMMERCIAL STREET  
SUITE 106  
PORTLAND, ME 04101

##### Mailing

ROBERT E. DANIELSON  
PO BOX 545  
PORTLAND, ME 04112-0545

[New Search](#)

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

# **Section 4**

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## **Contract Zone Agreement**

**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 a ten-year extension, 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 now seek to extend the Agreement, as amended on June 19, 1999, for an additional twenty-five-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. 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-year period, with said period to commence upon the date of execution of this Extended and Amended Agreement, but in no event later than

2. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.

3. 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, 25 feet from any wetlands, 130 feet from any wetland of special significance, 130 feet from any town designated stream, and 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 Amendment Agreement, a "wetland of special significance" shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).

(e) The Casco 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:

1. There is a minimum of 100 feet undisturbed distance between the edge of the individual area of excavation and any abutter's property line;
2. There is a minimum of 25 feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
3. The total area of individual areas of excavation open in each year shall not exceed 10 acres, in conformance with Maine Department of Environmental Protection standards; and,
4. There shall be a minimum 100-foot 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 area 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:

1. There is a minimum of 100 feet of undisturbed area between the proposed screen site and any abutter's property line; and
2. There is a minimum of 25 feet between proposed screen site and any wetland.

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:

1. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
2. Excavation of any individual area of excavation within 100 feet of any abutter's property line.
3. Excavation of any individual area of excavation within 25 feet of any wetland.
4. Annual Report. P & K shall provide to the CEO an annual report setting forth the estimated area and volume of materials process 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.
5. Enforcement. Any violation of the terms of the Agreement, as extended and amended, shall be subject to enforcement under the provisions of 30-A M.R.S.A. Section 4452.
6. Continuation of Other Terms. Except as expressly extended and amended herein, the terms of the original Agreement, as amended by the June 19, 1999 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:

# Section 5

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## 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.	

**LEGEND**

- SUBJECT SITE** (Red outline)
- CONTRACT ZONE AGREEMENT (RENEWAL PROPOSED)** (Dashed red outline)
- CONTRACT ZONE (CZ3) - HEATH QUARRY** (Red outline)
- 100FT SETBACK FROM ABUTTERS AS SHOWN ON APPROVED SITE PLAN DATED 2017** (Dashed black outline)
- CASCO PARCELS** (Thin black outline)

**GENERAL ZONING**

- R, RESIDENTIAL (Green)
- V, VILLAGE (Orange)

**STREAMS AND WETLANDS PROTECTION DISTRICT**

- SW (WETLAND) (Light Blue)
- SW (STREAM) (Dark Blue)

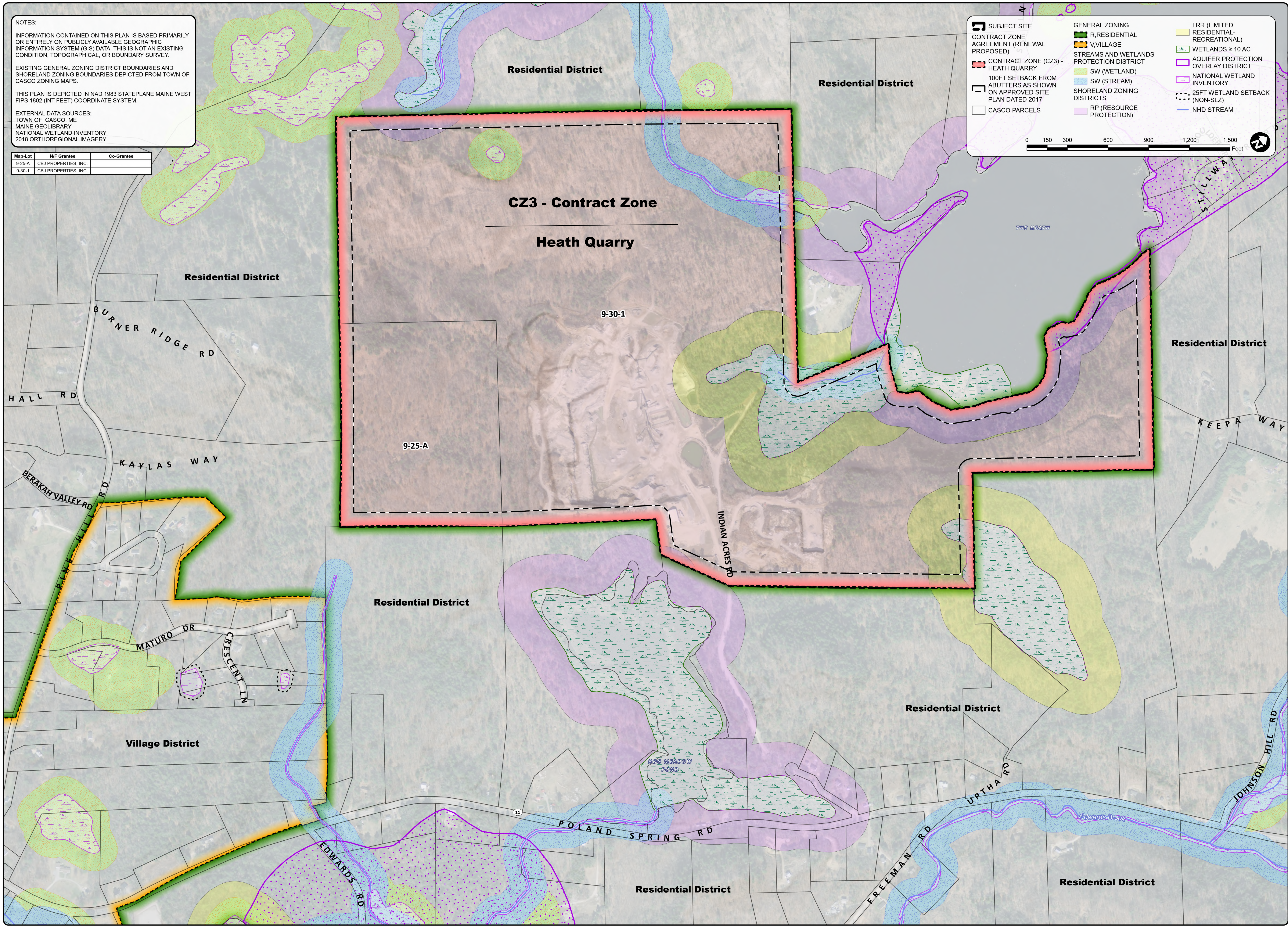
**SHORELAND ZONING DISTRICTS**

- RP (RESOURCE PROTECTION) (Purple)

**LRR (LIMITED RESIDENTIAL-RECREATIONAL)** (Yellow)

- WETLANDS ≥ 10 AC (Light Green)
- AQUIFER PROTECTION OVERLAY DISTRICT (Pink)
- NATIONAL WETLAND INVENTORY (Dotted Green)
- 25FT WETLAND SETBACK (NON-SLZ) (Dotted Purple)
- NHD STREAM (Blue line)

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



GIS PLAN

NOT FOR CONSTRUCTION

REV.	BY	DATE	STATUS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS TO THIS PLAN SHALL BE SHOWN ON A REVISION SHEET. THIS PLAN RELIES ON PUBLIC DATA. THIS IS NOT A BOUNDARY SURVEY.

**SEBAGO TECHNICS**  
 75 John Roberts Rd, Suite 4A  
 South Portland, ME 04106  
 207-260-2100  
 South Portland, Bridgton, Sanford and Brunswick

PROPOSED CONTRACT ZONING AGREEMENT RENEWAL  
 OF  
**HEATH QUARRY**  
 90 INDIAN ACRES ROAD  
 CASCO, MAINE  
 FOR:  
**P&K SAND & GRAVEL INC.**  
 234 CASCO ROAD  
 NAPLES, MAINE 04655

DESIGNED	
DRAWN	MTM
CHECKED	
DATE	5/7/2026
SCALE	1" = 300'
PROJECT	250067

SHEET 1 OF 1

**CONTRACT ZONING AGREEMENT  
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 agreement is made this 20<sup>th</sup> day of November, 1997, by and among the Town of Casco, a municipal corporation, located in Cumberland County, State of Maine (hereinafter "Casco"), P & K Sand and 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") and is as follows:

**WITNESSETH**

**WHEREAS**, for a number of years P & K has operated a gravel excavation and rock quarry facility on a large tract of land owned by CBJ Properties, Inc., located near the "Heath" in Casco, Maine. This property includes Map 9 Lots 30-1, 30-2, 30-4, 30-5, 30-6, 30-7, 30-8, and a portion of 30-25, Town of Casco, published by James W. Sewall Co. (hereinafter the "Property"). The Property contains 283 acres, more or less. The property consists of land shown in the following deeds:

Deed from Morning Meadows Management, Inc. to CBJ Properties, Inc., dated June 8, 1993, and recorded in Cumberland County Registry of Deeds, Book 10782, Page 72.

Deed from Morning Meadows Management, Inc. to CBJ Properties, Inc., dated April 15, 1994, and recorded in Cumberland County Registry of Deeds, Book 11398, page 309.

Deed from Joyce Shaw to CBJ Properties, Inc. dated April 15, 1994, and recorded in Cumberland County Registry of Deeds, Book 11398, Page 313.

Deed from Joel M. Carson and Carole A. Carson to CBJ Properties, Inc. dated February 2, 1995, and recorded in Cumberland County Registry of Deeds, Book 11815, Page 54.

Deed from Joyce Shaw to CBJ Properties, Inc. dated December 19, 1995, and recorded in Cumberland County Registry of Deeds, Book 12280, Page 326.

Deed from W. Henry Shaw to CBJ Properties, Inc. dated December 19, 1995, and recorded in Cumberland County Registry of Deeds, Book 12280, Page 327.

Deed from Hancock Land Management Limited Liability Company to P & K Sand and Gravel, Inc. dated August 4, 1995, and recorded in Cumberland County Registry of Deeds, Book 12190, Page 26.

A Plan of the Property to be rezoned is attached as Exhibit A hereto; and

**WHEREAS**, the Property in its final form will contain the following major elements:

- A: One or more sites that will be excavated by whatever means for the removal of loam, common borrow, gravel, and similar earth materials.
- B: One or more sites that will be excavated by whatever means for the removal of rock and stone.
- C: One or more sites that will contain the mechanized equipment to screen, crush, or otherwise process the above mentioned materials.

**WHEREAS**, the entire process of the excavating, processing the material and reclaiming the sites in their final form will take a substantial period of time to complete; and

**WHEREAS**, the Town, P & K and CBJ are desirous of establishing a Contract Zoning Agreement; to fix and establish the relevant rules, regulations and ordinances under which the development shall proceed; to provide certainty of construction and interpretation concerning all matters over which the town has jurisdiction, for an initial period of 20 years from the date hereof; and

**WHEREAS**, the Casco Planning Board shall review and recommend that the Casco Board of Selectmen extend the Agreement for additional ten-year periods if 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; and

**WHEREAS**, the parties acknowledge and anticipate that the statutory definitions of many items such as "excavation", and "processing", may and will change from time to time. It is a central purpose of this Agreement that Heath Quarry as ultimately approved by the Casco Planning Board, or Casco Code Enforcement Officer, for so long as it remains a loam, common borrow, gravel and rock excavation and processing site, operate in accordance with the permits issued to it by Casco and in accordance with this Agreement, regardless of future changes in ordinance, statute, definitions, setback or lot line or size requirements or similar change in ordinance or statutes which could affect its operation; and

**WHEREAS**, the town has, pursuant to the provisions of 30-A M.R.S.A.

S 4352 et seq Adopted the necessary Enabling Ordinance to permit the adoption and implementation of a Contract Zoning Agreement, such as that contemplated herein; and

**WHEREAS**, the proposed uses of the Property have been determined to be appropriate and a zoning amendment is required to accommodate certain of such uses: 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 rezoning of the Property as aforesaid, subject, however to certain conditions as set forth herein; and

**WHEREAS**, Casco by and through the vote of the inhabitants thereof, held at a town meeting duly convened and held on June 21, 1997, have determined that said rezoning will be pursuant to and consistent with the Town's Comprehensive Plan and have thereupon authorized the execution of this 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 Property Rezoned:

Upon the Effective date hereof the zoning map for the Town of Casco dated \_\_\_\_\_, 1997, as amended and on file in the zoning ordinance by Section 4.2 thereof, is amended by adopting the Map Change Amendment shown on the zoning map for the Property, such change to be the inclusion of the property into the Commercial District; provided however, that the Property shall be used only for the mineral excavation and mineral processing uses permitted in the Commercial District and uses accessory thereto, and for no other use permitted thereunder, and that the mineral excavation and mineral processing uses shall be subject to the terms and conditions of this Agreement. The area rezoned is shown on attached Exhibit A.

2. Special Matters:

- (a) Minimum setbacks for excavations and/or disturbed areas. Twenty five (25) feet from abutments property lines, 25 feet from any wetlands, 130 feet from any emergent wetland, 130 feet from any town designated stream, 250 feet from any lake.

- (b) For purposes of this agreement, a "wetland" shall be as defined in the 1987 U.S. Army Corp. of Engineers wetland Delineation Manual.

For purposes of this agreement on "abutters property line" shall be the boundary line between land owned by CBJ Properties, Inc., and leased by P & K and land owned by other people or entities.

- (c) The Casco Code Enforcement Officer (hereinafter the "CEO") shall approve each proposed individual area of excavation on the Property upon finding that all of the following conditions are met and maintained:

1. Each individual area of excavation consists of less than 2 acres of total excavated area;
2. There is a minimum of 100 feet undisturbed distance between the edge of the individual area of excavation and any abutter's property line;
3. There is a minimum of 25 feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
4. The total area of individual areas of excavation open in each year shall not exceed 6 acres; and
5. There shall be a minimum 100-foot undisturbed separation between individual areas of excavation.

Notwithstanding the authority of the CEO as stated above in this section, the CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any individual area of excavation.

- (d) 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:

1. There is a minimum of 100 feet undisturbed area between the proposed screen site and any abutter's property line; and
2. There is a minimum of 25 feet between the proposed screen site and any wetland.

Notwithstanding the authority of the CEO as stated above in this section, the CEO shall have the authority to require Casco Planning Board Site Plan Review approval of any area of excavation.

(e) Each of the following activities shall require Casco Planning Board Review approval:

1. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
2. Excavation of any individual area of excavation where the total excavated area of that site exceeds 2 acres.
3. Excavation of any individual area of excavation within 100 feet of any abutter's property line.
4. Excavation of any individual area of excavation within 25 feet of any wetland.

3. Governing Ordinances for Mineral Excavating and Mineral Processing Material at the Heath Quarry.

In order to provide consistency of interpretation and enforcement, the following ordinances shall govern exclusively, with respect to the Property and all permits (including building permits) issued for such portions of the Property until the earlier of the following:

- i. 20 years from the Effective Date hereof; or
- ii. The expiration of any extension of this Agreement; or
- iii. The date that the last individual area of excavation or processing site is opened.

(a) The Town of Casco's Land Use Ordinances (including without limitation), the Zoning Ordinance dated June 7, 1995, the Building Ordinance (with amendment thereto), and the Review Guidelines for Mineral Extraction and Processing dated April 28, 1997, and all amendments to each prior to the Effective Date hereof.

4. Binding Effect:

The above stated restrictions, provisions and conditions are an essential part of the rezoning, and shall run with the property, shall bind 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.

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 hereof.

5. Miscellaneous Provisions:

This Agreement shall be governed by the laws of the State of Maine. It represents the entire agreement between the parties and may not be altered, changed or amended without the written consent of the parties hereto.

This Agreement shall become effective ("the Effective Date") upon the last to occur of the following:

The execution hereof by all parties, and the expiration of any period for appeal.

The Town, P & K and CBJ shall execute a recordable certificate establishing conclusively the Effective Date upon its occurrence.

The Casco Planning Board shall review and recommend that the Casco Board of Selectmen extend this Agreement for additional ten-year periods if 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.

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

*Chris Shupe*  
Witness

P & K SAND & GRAVEL, INC.  
By: *Bruce Plummer*  
Bruce Plummer  
Its *Vice Pres*

*Chris Shupe*  
Witness

TOWN OF CASCO  
By: *David P. Morton*  
David P. Morton  
Town Manager

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, SS

11-20, 1997

Personally appeared before me the above named \_\_\_\_\_,  
duly authorized \_\_\_\_\_ 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.

*Lucille D. Griffin*  
\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name \_\_\_\_\_ LUCILLE D. GRIFFIN

NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MARCH 15, 2001

STATE OF MAINE  
CUMBERLAND, SS.

Personally appeared before me the above named Bruce Plummer, duly  
authorized Vice 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 P & K Sand and Gravel, Inc.


*Lucille D. Griffin*  
\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
(Print Name) LUCILLE D. GRIFFIN

NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MARCH 15, 2001

STATE OF MAINE  
CUMBERLAND, SS.

Personally appeared before me the above named David P. Morton, Town Manager of said Town of Casco, duly authorized, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town of Casco.

  
\_\_\_\_\_  
Notary Public/Attorney-at-Law  
LUCILLE D. GRIFFIN  
NOTARY PUBLIC, MAINE  
\_\_\_\_\_  
(Print Name) MY COMMISSION EXPIRES MARCH 15, 2001

of 30-A M.R.S.A. §4352 and have thereupon authorized the execution of this Amendment;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties hereby agree to amend the Contract Zoning Agreement as follows:

1. Exhibit A to the Agreement (map showing area of contract rezoning) shall be replaced by adopting Amended Exhibit A (revised map), attached hereto and incorporated herein.

2. The description of the property covered by the terms of the Contract Zoning Agreement shall be amended by deleting from the description the property transferred to John and Kimberly England described in Exhibit 1, attached hereto and incorporated herein. Said property shall revert to its zoning classification immediately preceding the effective date of the Contract Zoning Agreement and shall not be used for any use permitted by the Contract Zoning Agreement.

3. The description of the subject property shall be further amended by adding to it the property transferred from John and Kimberly England to CBJ, as described in Exhibit 2. Said property shall be subject to all of the requirements of the Contract Zoning Agreement.

4. All other provisions of the Contract Zoning Agreement shall remain in full force and effect.

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

[Signature]

CBJ PROPERTIES, INC

By: C B Bruce Plummer

Its Vice Pres

[Signature]

P & K SAND & GRAVEL, INC

By: C B Bruce Plummer

Its Vice Pres

[Signature]

TOWN OF CASCO

By: [Signature]

David P. Morton  
Its Town Manager

STATE OF MAINE  
CUMBERLAND, ss

August 10, 1999

Personally appeared before me the above named C Bruce Plummer, duly authorized Vice President of CBJ Properties, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of CBJ Properties, Inc.

[Signature]  
Notary Public/Attorney at Law

ALFRED L. BOWMAN  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MARCH 1, 2006  
(Print name)

STATE OF MAINE  
CUMBERLAND, ss

August 10, 1999

Personally appeared before me the above named C Bruce Plummer, duly authorized Vice President of P & K Sand & Gravel, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of P & K Sand & Gravel, Inc.

SEAL

*Alfreda L. Bowman*  
Notary Public/ Attorney-at-Law

ALFREDA L. BOWMAN  
(Print name) NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MARCH 1, 2006

STATE OF MAINE  
CUMBERLAND, ss

August 10, 1999

Personally appeared before me the above named David P. Morton, duly authorized 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 Town of Casco.

*Alfreda L. Bowman*  
Notary Public/ Attorney-at-Law

ALFREDA L. BOWMAN  
NOTARY PUBLIC, MAINE  
~~MY COMMISSION EXPIRES MARCH 1, 2006~~  
(Print name)

SEAL

RECEIVED  
RECORDED REGISTRY OF DEEDS  
1999 AUG 16 PM 2: 00

CUMBERLAND COUNTY  
*John B O'Brien*

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

This Amendment to Agreement is made this 19<sup>th</sup> day of June, 1999, by and among the Town of Casco, a municipal corporation located in Cumberland County, State of Maine (hereinafter "Town"), CBJ Properties, Inc., a Maine corporation located in Naples, Maine (hereinafter "CBJ") and P & K Sand and Gravel, Inc., a Maine corporation located in Naples, Maine (hereinafter "P & K") and is as follows:

**WHEREAS**, CBJ, P & K and the Town entered into a Contract Zoning Agreement, dated November 20, 1997, in order to allow certain excavation uses of the property identified in that Agreement; and

**WHEREAS**, CBJ has sold a portion of the subject property to John F. and Kimberly England and has purchased another parcel from the Englands; and

**WHEREAS**, the parties wish to amend the Agreement to reflect the purchase and sale of these two parcels; and

**WHEREAS**, the Planning Board of the Town of Casco, pursuant to 30-A M.R.S.A. §4352 and after notice and hearing and due deliberation thereon, recommended the approval of this Amendment; and

**WHEREAS**, the Town, by and through the vote of the inhabitants thereof, held at a town meeting duly convened and held on June 8+19<sup>th</sup>, 1999, have found this Amendment to be consistent with the Town's comprehensive plan, and that the rezoned areas are consistent with the existing and permitted uses within the existing and permitted uses in the original zone, and that the rezoning otherwise complies with the requirements

9-30

**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**

Electronically Recorded  
Cumberland  
County Registry of Deeds  
on July 24, 2017

The Amendment to and Extension of Contract Zoning Agreement is made this 3rd day of July, 2017, 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 extensions, 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 now seek to extend the Agreement, as amended on June 19, 1999, for an initial 10-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 June 14th, 2017 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. P & K shall be authorized to continue to operate the Property under the terms of the Agreement, as amended herein, for an additional ten-year period, with said period to commence upon the date of execution of this Extended and Amended Agreement, but in no event later than

2. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.

3. 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, 25 feet from any wetlands, 130 feet from any wetland of special significance, 130 feet from any town designated stream, and 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 Amendment Agreement, a "wetland of special significance" shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).

(e) The Casco 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:

1. Each individual area of excavation consists of less than 2 acres of total excavated area;
2. There is a minimum of 100 feet undisturbed distance between the edge of the individual area of excavation and any abutter's property line;
3. There is a minimum of 25 feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
4. The total area of individual areas of excavation open in each year shall not exceed 6 acres; and
5. There shall be a minimum 100-foot 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 area 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:

1. There is a minimum of 100 feet of undisturbed area between the proposed screen site and any abutter's property line; and
2. There is a minimum of 25 feet between proposed screen site and any wetland.

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:

1. Central mineral processing sites which shall include the following activities: screening, crushing, and stockpiling.
2. Excavation of any individual area of excavation where the total excavated area of that site exceeds 2-acres.
3. Excavation of any individual area of excavation within 100 feet of any abutter's property line.
4. Excavation of any individual area of excavation within 25 feet of any wetland.

(h) That prior to opening any new area for mineral extraction purposes a wetland report and mapping shall be completed for all surrounding land within 150 feet of the area subject to disturbance as part of the mineral extraction use. All wetlands must be evaluated by a wetland specialist with accredited certification in the field of identifying wetland functions and soil limits.


4. Annual Report. P & K shall provide to the CEO an annual report setting forth the estimated area and volume of materials process 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.
5. Enforcement. Any violation of the terms of the Agreement, as extended and amended, shall be subject to enforcement under the provisions of 30-A M.R.S.A. Section 4452.
6. Continuation of Other Terms. Except as expressly extended and amended herein, the terms of the original Agreement, as amended by the June 19, 1999 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:   
C. Bruce Plummer  
Its President

CBJ PROPERTIES, INC.

Witness:

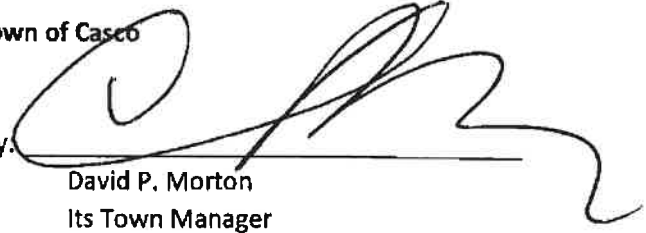


By:   
C. Bruce Plummer  
Its President

Witness: Pamela Griffin  
Pamela Griffin

Town of Casco

By:

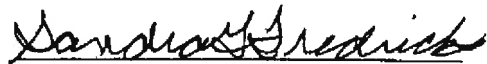


David P. Morton  
Its Town Manager

STATE OF MAINE  
CUMBERLAND, SS

July 3rd, 2017

Personally appeared before me the above named David P. Morton, 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~~

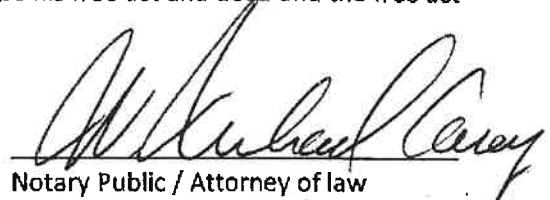
Print Name:

SANDRA G. FREDRICKS  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES SEPT. 8, 2018

STATE OF MAINE  
CUMBERLAND, SS

6/24, 2017

Personally appeared before me the above named C. Bruce 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:

W. MICHAEL CAREY  
Notary Public, Maine  
My Commission Expires February 5, 2018

STATE OF MAINE

CUMBERLAND, SS \_\_\_\_\_

6/21 2017

Personally appeared before me the above named C. Bruce Plummer 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.

*Michael Carey*  
Notary Public / Attorney of law

Print Name:

**MR. MICHAEL CAREY**  
Notary Public, Maine  
My Commission Expires February 5, 2018

**NOTES**

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN.

3. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD OR TO THE CENTER OF THE RAILROAD TRACKS.

4. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD OR TO THE CENTER OF THE RAILROAD TRACKS.

5. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD OR TO THE CENTER OF THE RAILROAD TRACKS.

**NOTES**

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5. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD OR TO THE CENTER OF THE RAILROAD TRACKS.

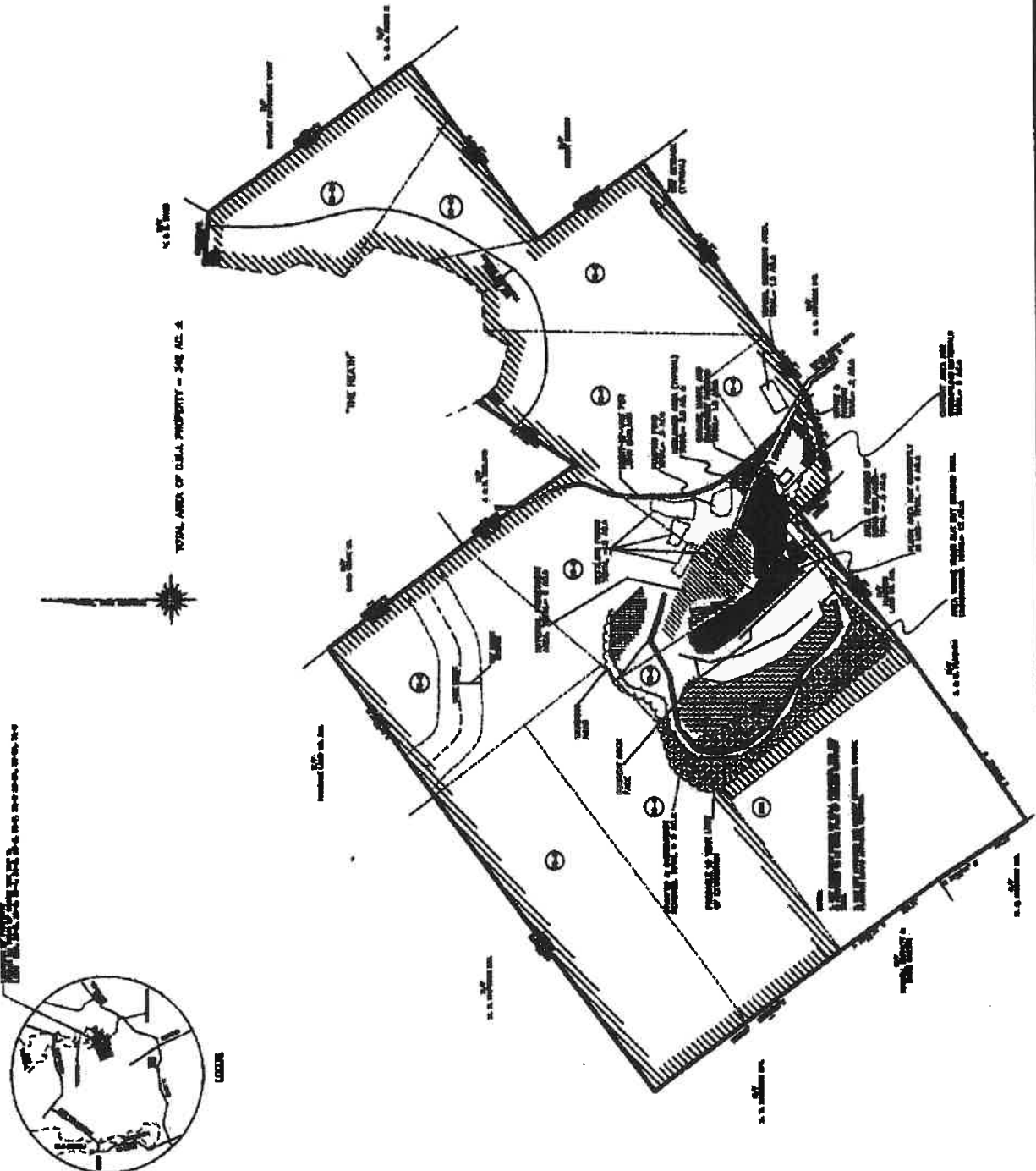
**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

**HEATH QUARRY**  
**UPDATED SITE PLAN**  
**CASCOB, MAINE**

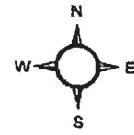
DATE FOR  
**C.B.J. PROPERTIES, INC.**  
 100 WEST MAIN STREET, 100  
 CASCOB, MAINE 04026

DATE FOR  
**ENGINEER**  
 100 WEST MAIN STREET, 100  
 CASCOB, MAINE 04026



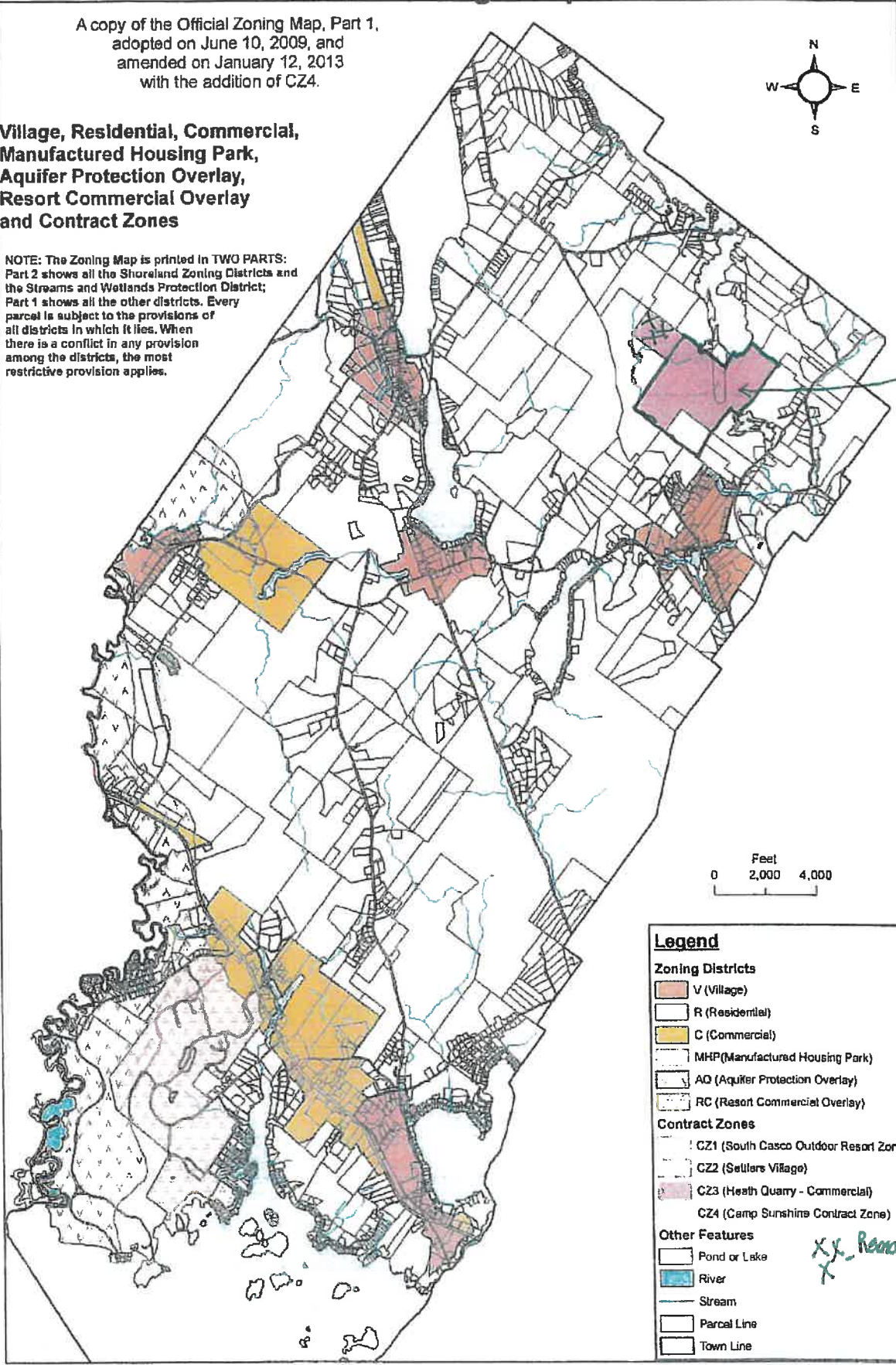
# Town of Casco Zoning Map - Part 1 of 2

A copy of the Official Zoning Map, Part 1,  
adopted on June 10, 2009, and  
amended on January 12, 2013  
with the addition of CZ4.



**Village, Residential, Commercial,  
Manufactured Housing Park,  
Aquifer Protection Overlay,  
Resort Commercial Overlay  
and Contract Zones**

**NOTE: The Zoning Map is printed in TWO PARTS:**  
Part 2 shows all the Shoreland Zoning Districts and  
the Streams and Wetlands Protection District;  
Part 1 shows all the other districts. Every  
parcel is subject to the provisions of  
all districts in which it lies. When  
there is a conflict in any provision  
among the districts, the most  
restrictive provision applies.



*Proposed*

Feet  
0 2,000 4,000

### Legend

#### Zoning Districts

- V (Village)
- R (Residential)
- C (Commercial)
- MHP (Manufactured Housing Park)
- AO (Aquifer Protection Overlay)
- RC (Resort Commercial Overlay)

#### Contract Zones

- CZ1 (South Casco Outdoor Resort Zone)
- CZ2 (Sellers Village)
- CZ3 (Heath Quarry - Commercial)
- CZ4 (Camp Sunshine Contract Zone)

#### Other Features

- Pond or Lake
- River
- Stream
- Parcel Line
- Town Line

*X.X. Rennie*



Dve - 2027

10  
Item 7.#

**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**

Electronically Recorded  
Cumberland  
County Registry of Deeds  
on July 24, 2017.

The Amendment to and Extension of Contract Zoning Agreement is made this 3rd day of July, 2017, 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 extensions, 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 now seek to extend the Agreement, as amended on June 19, 1999, for an initial 10-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 June 14th, 2017 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. P & K shall be authorized to continue to operate the Property under the terms of the Agreement, as amended herein, for an additional ten-year period, with said period to commence upon the date of execution of this Extended and Amended Agreement, but in no event later than

**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 3rd day of July, 2017, 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").

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2. A Plan of the Property subject to this Extended and Amended Agreement is attached as Exhibit A hereto.

3. 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, 25 feet from any wetlands, 130 feet from any wetland of special significance, 130 feet from any town designated stream, and 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.

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(e) The Casco 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:

1. Each individual area of excavation consists of less than 2 acres of total excavated area;
2. There is a minimum of 100 feet undisturbed distance between the edge of the individual area of excavation and any abutter's property line;
3. There is a minimum of 25 feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
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5. There shall be a minimum 100-foot 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 area of excavation.

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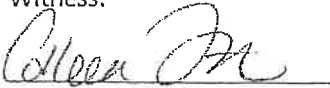
(h) That prior to opening any new area for mineral extraction purposes a wetland report and mapping shall be completed for all surrounding land within 150 feet of the area subject to disturbance as part of the mineral extraction use. All wetlands must be evaluated by a wetland specialist with accredited certification in the field of identifying wetland functions and soil limits.


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5. Enforcement. Any violation of the terms of the Agreement, as extended and amended, shall be subject to enforcement under the provisions of 30-A M.R.S.A. Section 4452.
6. Continuation of Other Terms. Except as expressly extended and amended herein, the terms of the original Agreement, as amended by the June 19, 1999 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:   
C. Bruce Plummer  
Its President

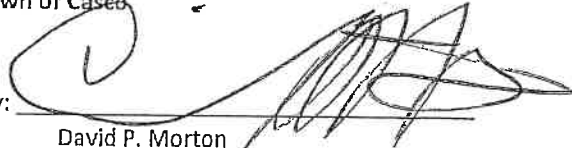
CBJ PROPERTIES, INC.

Witness:



By:   
C. Bruce Plummer  
Its President

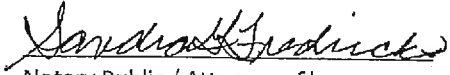
Witness: Pamela Griffin  
Pamela Griffin

Town of Casco  
By:   
David P. Morton  
Its Town Manager

STATE OF MAINE  
CUMBERLAND, SS

July 3rd, 2017

Personally appeared before me the above named David P. Morton, 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.

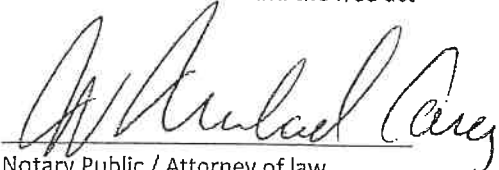
  
Notary Public / Attorney of law

Print Name: SANDRA G. FREDRICKS  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES SEP 8, 2014

STATE OF MAINE  
CUMBERLAND, SS

6/21, 2017

Personally appeared before me the above named C. Bruce 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

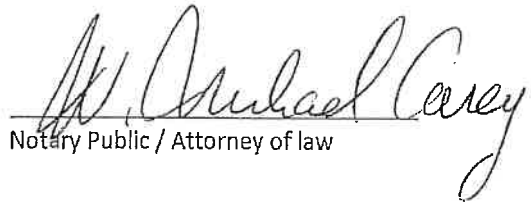
Print Name: W. MICHAEL CAREY  
Notary Public, Maine  
My Commission Expires February 5, 2018

STATE OF MAINE

CUMBERLAND, SS \_\_\_\_\_

6/21 / 2017

Personally appeared before me the above named C. Bruce Plummer 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:

W. MICHAEL CAREY  
Notary Public, Maine  
My Commission Expires February 5, 2018

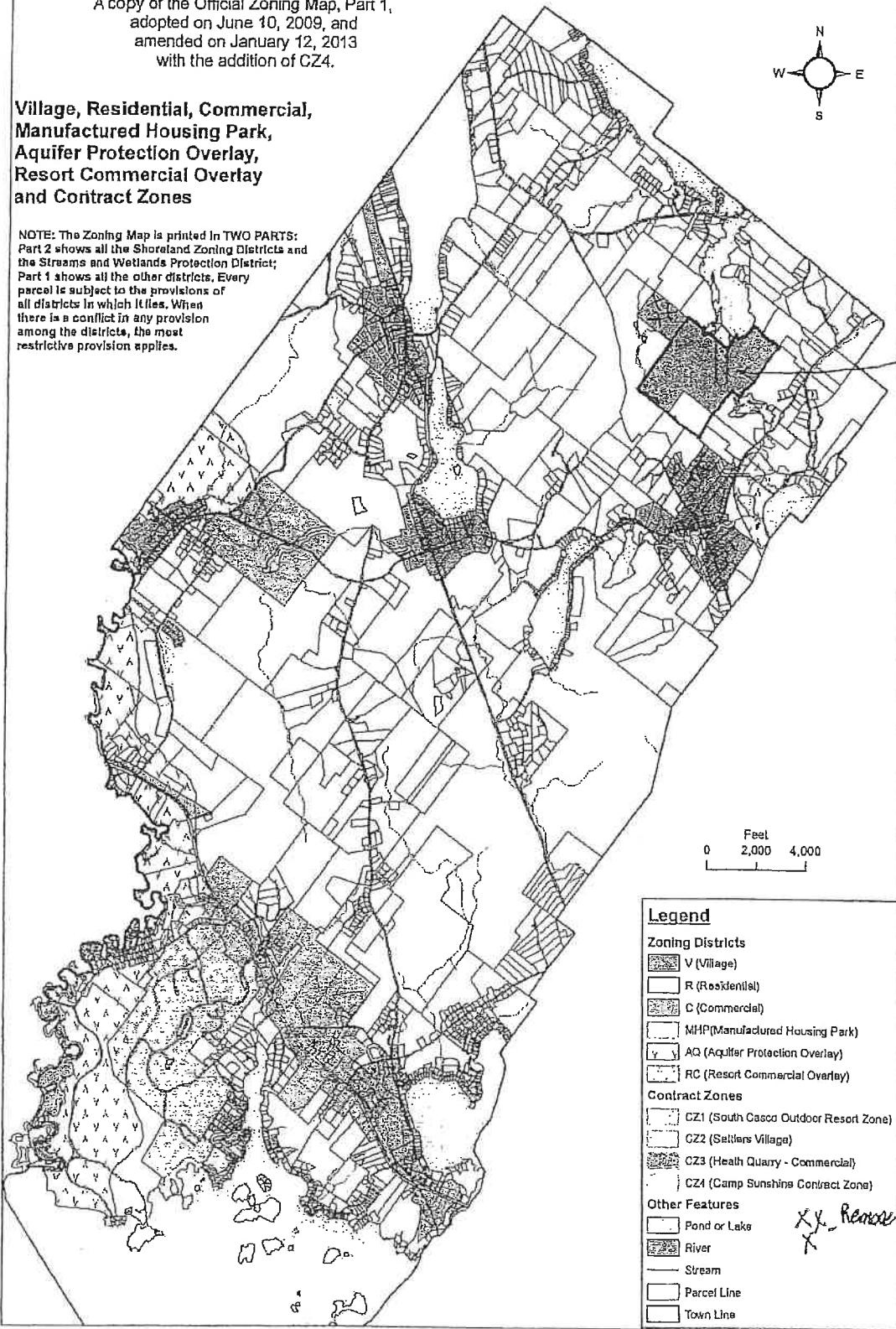
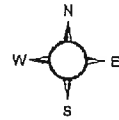


# Town of Casco Zoning Map - Part 1 of 2

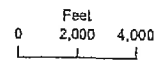
A copy of the Official Zoning Map, Part 1,  
adopted on June 10, 2009, and  
amended on January 12, 2013  
with the addition of CZ4.

**Village, Residential, Commercial,  
Manufactured Housing Park,  
Aquifer Protection Overlay,  
Resort Commercial Overlay  
and Contract Zones**

NOTE: The Zoning Map is printed in TWO PARTS:  
Part 2 shows all the Shoreland Zoning Districts and  
the Streams and Wetlands Protection District;  
Part 1 shows all the other districts. Every  
parcel is subject to the provisions of  
all districts in which it lies. When  
there is a conflict in any provision  
among the districts, the most  
restrictive provision applies.



*Proposed*



### Legend

#### Zoning Districts

- V (Village)
- R (Residential)
- C (Commercial)
- MHP (Manufactured Housing Park)
- AQ (Aquifer Protection Overlay)
- RC (Resort Commercial Overlay)

#### Contract Zones

- CZ1 (South Casco Outdoor Resort Zone)
- CZ2 (Salters Village)
- CZ3 (Health Quarry - Commercial)
- CZ4 (Camp Sunshine Contract Zone)

#### Other Features

- Pond or Lake
- River
- Stream
- Parcel Line
- Town Line

*K.Y. Reaves*