



**Selectboard Regular Meeting Agenda
February 20, 2024
Casco Community Center**

Regular Meeting

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: February 6, 2024
4. Public Participation for non-Agenda items
5. Manager's Update

Old Business

6. The Selectboard will consider a proposal from Maine Design Workshop for assisting in the implementation of the Comp Plan.

New Business

7. The Selectboard will discuss with Port City Architecture regarding the remodeling of Central Fire Station.
8. The Selectboard will consider a catered function license request by Lake Region Caterers, Inc.
9. The Selectboard will discuss negotiation with C Pond Plowing for FY25 and beyond snow plowing.
10. Selectboard Comments

Executive Session

11. Adjournment

Reminders to the Attending Public: Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence. Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

Future meeting dates (subject to change)

02/22/2024 at 6:00 pm Casco Naples Transfer Station Council

03/05/2024 at 6:00 pm Regular Selectboard Meeting

03/11/2024 at 5:30 pm Joint Budget Workshop Finance Committee & Selectboard

03/11/2024 at 6:30 pm Regular Planning Board Meeting

03/12/2024 at 5:30 pm Joint Budget Workshop Finance Committee & Selectboard

03/18/2024 at 5:30 pm Joint Budget Workshop Finance Committee & Selectboard

03/19/2024 at 5:30 pm Joint Budget Workshop Finance Committee & Selectboard

TOWN OF CASCO

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Town of Casco

Selectboard Regular Meeting Minutes

February 06, 2024 at 6:00 PM

Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by MacDonald, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

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

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

Motion made by Fernandes, Seconded by Plummer.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

3. Approval of Minutes: January 23, 2024

The Selectboard moved and seconded to approve the minutes from the January 23, 2024 as presented.

Motion made by Plummer, Seconded by MacDonald.

Voting Yea: Avery, MacDonald, Plummer

Voting Abstaining: Fernandes

4. Public Participation for non-Agenda items

No public participation.

5. Manager's Update

- A. I recently met with an engineer from Casco Bay Enginery to examine the building that previously housed "All the Ravan." He conducted additional reviews of the trust systems and provided guidance on future modifications of the building. The initial review is promising based on the lower portion of the structure, but this was not the final phase of his review. Additionally, he reviewed a portion of the Community Center that is receiving the waterproofing.

- B. Staff and I are finalizing the proposed FY25 budget. This proposed budget does contain several proposed raising funds for future capital projects/purchases. Included in the proposal includes a COLA of 3.5% for employees.
- C. The request for bids for the Transfer Station/Bulky Waste project was released by Sebago Technics. This bid request is due on February 22, 2024, at 3:00 pm. There is an additional mandatory pre-bid meeting on February 7 at 10:00 am. I have included the advertisement for bids in your packet.
- D. In the next few months, I will be seeking a grant for an intern during the summer of 2024. The primary project of the intern would be researching our roads and developing a detailed road inventory with specifications (how many rods, Town easements, year of ownership, etc.).

Old Business

- 6. The Selectboard will consider recent Electrical Audit.

The Selectboard moved and seconded to authorize the Town Manager to contract with Titan Energy for the installation of LED lighting in Community Center and Town Office to be paid with remaining ARPA funds.

Motion made by Avery, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

New Business

- 7. The Selectboard will consider a proposal from Maine Design Workshop for assisting in the implementation of the Comp Plan.

The Selectboard moved and seconded to authorize the Town Manager to sign a contract with Maine design Workshop for planning services broken in to two different tasks. The first task which is to assist with the implementation of the Comprehensive Plan is postponed until next meeting on February 20. The second task which is to help with Planning Board is to start immediately.

Motion made by Plummer, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

- 8. The Selectboard will discuss recent private roads requests to become Town own roads.

No action. Discussion only.

- 9. The Selectboard will discuss MOUs with Casco Day Fair Association and Casco Library

No action. Discussion only.

- 10. Selectboard Comments

Grant Plummer asked about road postings and 50 Rabbit Run.

Bob MacDonald voiced his concerns of some Dangerous/Abandoned buildings in town.

Mary Fernandes clarified with S. MacDonald what he meant by his statement that the "right members" were needed for the implementation committee of the Comprehensive Plan. Together they stated what was meant was that it would be nice to see some "different faces" step up.

Scott Avery reminded everyone of the upcoming meeting schedule.

Executive Session

11. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 02/06/2024A & 02/06/2024B

The Selectboard moved and seconded to enter Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 02/06/2024A & 02/06/2024B at 7:06 pm.

Motion made by MacDonald, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

The Selectboard moved and seconded to exit Executive Session at 7:26 pm.

Motion made by MacDonald, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

12. Adjournment

The Selectboard moved and seconded to adjourn at 7:26 pm.

Motion made by MacDonald, Seconded by Fernandes.

Voting Yea: Avery, MacDonald, Fernandes, Plummer

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Future meeting dates (subject to change)

February 12, 2024 @ 6:30 PM Planning Board Regular Meeting

February 20, 2024 @ 6:00 PM Regular Selectboard Meeting

March 5, 2024 @ 6:00 PM Regular Selectboard Meeting



**Manager Memorandum
February 20, 2024 Meeting**

Item 5.#

To: Selectboard
From: Tony Ward, Town Manager
Date: 02-16-2024,
Re: Selectboard meeting 02-20-2024

Below are notes for agenda items for the February 6th meeting

5. Managers Update

- A. The request for bids for the Transfer Station/Bulky Waste project was released by Sebago Technics. This bid request is due on February 22, 2024, at 3:00 pm. The public opening of the bids will occur at 3:00 pm at the Town Office. The bids will be presented to the Casco Naples Transfer Station Council at 6:00 pm that same evening. The mandatory pre-bid meeting had representatives from 8 different companies. To date, two of the companies have requested an additional tour of the facilities as recommended by Sebago Technics.
- B. If the above bid comes within budget, there will be a significant disruption of services at the Bulky Waste/Transfer Station facilities. The Bulky Waste project is scheduled for 16 weeks and requires closer of the Bulky Waste facility. The Transfer Station project is anticipated to be 32 weeks and the current transfer station will be closed during the duration of this project. Assorted options are being explored to ensure that MSW can be dealt with as required by Maine law.
- C. The RFP for FY 25 road projects has been released. Bids on the two phased projects are due by February 25, 2024, at 2:00 pm. A pre-bid meeting occurred on February 15th.
- D. The roads are being posted for weight restriction beginning February 22nd. The posting will advise the weight restrictions will last until May 1, 2024. As always, these weight restrictions can be moved as the roads begin losing frost. A list of all posted roads will be listed on our web site & Facebook accounts. Additionally, the list will be posted at the Town Office and Community Center.
- E. The Community Center Gymnasium will be closed to the public for 3 weeks beginning on March 4th. The closure is due to floor repairs and coating of the floor.
- F. Naples Town Manager and I will be presenting the draft operating and capital budget for the Casco/Naples Transfer Station & Bulky Waste to the Casco Naples Transfer Station Council on February 22, 2024. The proposed budget is seeing some substantial increases in services related to use of 40-yard containers and the associated costs of hauling them.

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- G. The Towns of Casco, Naples and Raymond are in the process of updating the Interlocal Agreement for Animal Control Services(ACO). The previous agreement is antiquated and does not represent the current practices. The updated Interlocal Agreement will include additional documents including ACO job description and protocols. In addition, the Town of Harrison voiced interest in participating in this agreement. If this is agreed to by the three Towns, we would create a part time Animal Control Officer position to cover off-duty days. This would increase the hours of coverage while reducing the annual costs to Casco, Naples, and Raymond.

Old Business

6. The Selectboard will consider a proposal from Maine Design Workshop for assisting in the implementation of the Comp Plan.

As previously discussed, the necessity for planning services in the immediate future is necessary based on the passage of the Comprehensive Plan at the Special Town Meeting. Included in your packet is a proposal by Maine Design Workshop for these services in assisting with the implementation process of the Comprehensive Plan until a full-time planner is hired. The proposal included approximately 130 hours of service ranging from Selectboard guidance to presenting proposals to the Planning Board from the Implementation Committee. This contract could include planning services or guidance on other Planning Board projects, but another contracted planner would be able to assist on these projects. The Selectboard approved Task 2 of the attached agreement, but Task 1 for planning services associated with Comp Plan was tabled.

I spoke with the owner of Maien Design Workshop, and she advised the proposed hours in task 1 can be adjusted, as needed. These hours are adjustable anytime during the agreement based on the Town's needs whether adding or eliminating some of the Comp Plan Implementation hours.

New Business

7. The Selectboard will discuss with Port City Architecture regarding the remodeling of Central Fire Station.

Representatives from Port City Architecture will be present to provide their analysis of remodeling the Central Fire Station. Included in your packet is their analysis of a remodel project compared to a new construction. Their analysis projects a remodel and bay additions would cost \$7,578,750 and the cost for new construction would be \$7,852,500.

8. The Selectboard will consider a catered function license request by Lake Region Caterers, Inc.

Included in your packet is a completed State of Maine Qualified Catering Organization Application for Catered Function completed by Lake Region Caterers, Inc for an event

being held on February 24, 2024, at Camp Sunshine. These applications require Municipal Officers approval prior to being forwarded to the State.

9. The Selectboard will discuss negotiation with C Pond Plowing for FY25 and beyond snow plowing.

The Town's contract with C Pond Plowing expires after this winter season. Town staff and I started preliminary discussions with them regarding future plowing services and potential designs of the agreement. Obviously, Town Staff nor I have the legal authority to complete a contract negotiation without Selectboard approval.

Initial discussions include setting a mileage rate for C Pond Plowing consistent with Maine Department of Transportation rates which is currently \$10,500 per mile. These rates would additionally include an inflation escalator on the mileage rate. The anticipated contract would see a reduction lane miles plowed by C Pond Plowing over the course of the

agreement. We would anticipate flexibility on the actual lane miles based on future Town Meeting approvals for Public Works staffing and equipment. Town Staff and I are seeking additional guidance that the Selectboard would want in an agreement for winter plowing.

Once guidance is received, we would anticipate completion of a contract between the two parties in April.

Planning Technical Assistance General Agreement

SUMMARY

This professional Services Agreement is made by and between Vanessa L. Farr, Principal/Planner, Maine Design Workshop “Consultant”) of 45 Beech Hill Road, Freeport, Maine 04032 and Town of Casco “Client” of 635 Meadow Road, Casco, Maine 04015 with an effective date of _____, “Effective Date”.

The parties agree as follows:

A. DESCRIPTION OF SERVICES

The Consultant will provide the Town of Casco with Planning Technical Assistance in support of the Casco Comprehensive Plan with the scope of services identified herein under “Attachment A Scope of Work”. The Consultant will provide direct technical support to the Comprehensive Plan Implementation Committee, and collaborate with staff, as needed, to coordinate implementation tasks. The Consultant will work closely with and report to the Town Manager, who will supervise efforts performed under this agreement.

B. STANDARD OF CARE

All services provided by Consultant under this Agreement will be performed in a manner consistent with the professional care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposal, contracts, plans and specifications, or reports.

C. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of that portion of the scope of services identified as to be performed by Consultant, or one (1) year from the date of its execution, whichever comes first.

D. PROJECT SCHEDULE

The Scope of Work assumes a six-month period of technical assistance to complete Task 1. Any work activated by Task 2 shall be performed per schedule as agreed upon by and between Client and Consultant.

E. PROJECT BUDGET

The Consultant will provide the services described herein under Attachment A Scope of Work, Task 1 for an estimated fee of \$18,500. Consultant, as project manager, reserves the right to adjust staff hours and re-allocate direct expenses.

F. EXPENSES

Any direct expenses incurred during the performance of this work shall be reimbursed by the Town of Casco, with exception to mileage. The Consultant agrees to waive mileage.

G. PAYMENT

Consultant shall submit a monthly invoice and documentation of hours spent on the project. The hourly rate for professional planning services is \$140/hr. Invoices shall be payable within 30 days of receipt. If the payments of the invoices are not maintained as current, Consultant may, upon written notice to the Client, suspend further work until payments are brought current.

H. REPRESENTATIVES

The Consultant identifies that the Town Manager or his/her authorized designee, shall act as the Town's representative in all dealings with the Consultant. The Consultant identifies that Vanessa L. Farr, Principal, shall act as the Client's representative in all dealings with the Client.

I. PERSONNEL, INDEPENDENT CONTRACTOR

Consultant recognizes that she is an independent contractor, and that performance of services under this Agreement does not make her an officer or employee of the Town of Casco.

J. DOCUMENTS

The Client agrees to furnish or provide access to Consultant any information or material in its possession that is relevant to performance hereunder and Consultant staff will cooperate with Consultant to provide the same. The Consultant will not, without the Town's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of either party, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the Town and be promptly delivered to the Town upon request. All working papers shall be and

remain the property of Consultant, but Consultant shall make said work papers available to the Town of Casco upon the Town's request.

Consultant shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the Town.

K. DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws, rules, and regulations of the state of Maine. Both parties agree that they will initially attempt to resolve disputes through discussions among principals appointed by each Party. Failing resolution, the Parties shall attempt to resolve disputes through mediation conducted in accordance with the Mediation Rules of the American Arbitration Association. Mediation shall take place in Cumberland County and the Parties shall equally share in the cost of the mediator.

2. The parties agree that any and all disputes arising out of or in any way relating to this Agreement, or the breach thereof, and which cannot be resolved through discussion or mediation, shall be finally resolved by a court having jurisdiction in Cumberland County.

3. Waiver of a jury trial. The Consultant specifically waives any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or this agreement because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

4. In the event of any dispute between the Town and Consultant due in whole or in part to any act or omission of the other party or relating to the agreement, each party agrees that it shall only assert its claim against the other. Notwithstanding anything to the contrary contained in any other provision of this agreement, the directors, officers, partners, members, agents, or employees of the Town, the Consultant shall not have any personal liability under this agreement for any obligation at any time, it being understood that each party shall look solely to the other party for the satisfaction of any claim such party has against the other party, their directors, officers, partners, agents, or employees of any of them.

L. TERMINATION

This Agreement may be terminated at any time by (a) mutual consent of the parties, (b) either party after written notice of default if the defaulting party fails to cure the default within seven (7) calendar days; or (c) by the Consultant, without cause, for the Consultant's convenience, upon seven (7) calendar days written notice. In the event of a termination pursuant to Paragraph M(a) or M(c), Consultant will be paid all monies earned by Consultant under the terms of this Agreement as of the effective date of termination. Under no circumstances shall Consultant be entitled to payment for Services not performed by Consultant or for any alleged lost net profit on Services not performed by Consultant.

M. RISK ALLOCATION, LIMIT OF LIABILITY

1. The Client agrees that to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any claim or claims, whether based in contract, negligence, professional negligence, breach of warranty or any other theories of liability, shall not exceed the total amount of the fees.
2. Notwithstanding anything to the contrary contained in any other provision of this Agreement, Client and Consultant mutually waive against each other consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement including without limitation, loss of use, loss of profits, and all consequential damages due to either party's termination of this Agreement.
3. Client and Consultant agree that Consultant has no control over software, hardware, computer or other technology caused errors and, as such, has no responsibility for them.

N. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

Town of Casco:
Attn: Anthony Ward
Title: Town Manager
635 Meadow Road,
Casco, Maine 04015

CONSULTANT:
Maine Design Workshop
Attn: Vanessa L. Farr
Title: Principal
45 Beech Hill Road,
Freeport, Maine 04032

P. COMPLIANCE WITH LAW

In its performance under this Agreement, Consultant will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

IN WITNESS WHEREOF, the Town of Casco has caused this Agreement to be signed by Tony Ward, its Town Manager, thereunto duly authorized, and Vanessa L. Farr, Principal, Maine Design Workshop has caused this Agreement, thereunto duly authorized, the day and date first above written.

Maine Design Workshop

Vanessa L. Farr, Principal / Planner

Town of Casco

Anthony Ward, Town Manager

Attachment A

Scope of Work

Task 1 Implementation of the Comprehensive Plan

- Establishment of Committee. Facilitate meeting with the Select Board to provide guidance regarding interview and recruitment process for establishing the Comprehensive Plan Implementation Committee (CPIC). Provide a draft set of interview questions in advance of workshop. Provide a draft roles/responsibilities of the CPIC for Select Board consideration. (6 hours)
- Roles and Responsibilities for Implementing the Plan. Facilitate a joint workshop of the Select Board and newly appointed Comprehensive Plan Implementation Committee (CPC) to educate each Board about their individual roles and responsibilities regarding plan implementation, and how the Board and Committee overlap. Develop a brief booklet and presentation for ongoing board reference. (6 hours)
- Roles of Staff. Meet with Town Staff to educate and create shared understanding about their individual and department roles implementing the Comprehensive Plan (3 hours)
- Onboard CPC. Meet with the CPC to educate and level set about the plan framework, goals, and strategies of the plan. (3 hours)
 - Develop 1 Year Work Plan After CPC is comfortable with roles and responsibilities, facilitate CPC to develop a work plan for year 1 implementation. (3 hours)
 - With CPC, attend workshop with Planning Board to discuss work plan and how its work interrelates (4 hours)
 - Based on outcomes of joint workshop, facilitate joint workshop of CPC and Select Board to finalize work plan. (3 hours)
- Meet once / month for six months to provide technical assistance and professional guidance to the CPC. (1 prep, 2 meet, 1 drive = 4 hours x 6 meetings = 24 hours)
 - Assist with tasks including but not limited to: goal setting, light ordinance updates, public education and outreach, grant writing, strengthening partnerships, proposal writing, meeting with staff, Boards and Committees regarding advancing implementation strategies. (10 hours x 6 months = 60 hours)
 - In month 6, facilitate a joint meeting of Planning Board, Select Board, CPC and Staff to evaluate progress. (4 hours)
- Support Plan Certification. With Chair, meet with staff and DACF Municipal Planning Assistance program and support the State review and certification process. Provide technical support to answer any department questions that may arise from review (12 hours)
- Advisory Guidance to Select Board. Attend the annual goal-setting workshop, or prepare a memo for the Select Board in advance of the workshop to provide recommendations to the Board for its work plan and annual budget process. (3 hours)

Approximately 130 hours

Task 2 General Planning Consulting Service

This task and subtasks envisions providing as needed on-call planning services. For project development review, after transmitting a copy of the proposed application, I will provide an estimate of hours/effort to review and prepare documents for the Planning Board prior to commencing work.

- Provide on-call technical support to the Town Manager and Select Board to perform the following:
 - Interpret and apply applicable state, county, and local statute, codes, ordinances, and regulations
 - Review proposed development projects (subdivision, site plan, contract zone) for compliance with municipal land codes, standards, and design guidelines, and consistency with the Town's adopted Comprehensive Plan. Prepare review memos and findings of fact; Provide technical information to the Code Enforcement Officer and Chair of the Planning Board when reviewing applications for development, interpreting and enforcing local ordinances.
 - Meet with businesses, property owners, and applicants to explain the town's land use regulations and development procedures; provides helpful guidance as applicants prepare to submit development projects.
 - Attend Planning Board meetings and meetings of the Select Board, as requested.
 - Provide general guidance and technical capacity on an as needed basis in planning, zoning, local economic development, housing and environmental planning.

Hourly time estimate to be provided by Consultant, and agreed upon by Client as services are requested, compensated per the hourly rate identified in this Agreement.

Costs – Renovate Existing Station

The current fire station approximately 8,000 square feet including the second story. If it was to be renovated and used for the Fire Station – Dramatic upgrades to the building would be required. Currently, the existing building does not meet code with having a bunkroom without a sprinkler system.

- A full sprinkler system would need to be installed.
- Additional structural engineering would be needed to meet essential facility code as the current building most likely does not meet this code.
- Currently 3,600 square feet of apparatus space and 3 bays. An additional 5,800 square feet of apparatus space is needed.
- Currently 4,450 square feet of living space and office space. An additional 3,500 square feet of space is needed.
- To meet program – 9,300 square feet is needed as an addition off the building.

5,800 square feet at \$400 for pre-engineered apparatus bay = **\$2,320,000**

3,500 square feet at \$525 for living and office = **\$1,837,500**

Renovation of 8,000 square feet at \$425(Extensive) = **\$3,421,250**

Total Project Costs for renovation and addition = \$7,578,750

The project would have a prolonged timeline because of the need to phase out the project. No extensive renovation work could be completed without the new portion of the project being completed first so that the Fire Department remains active throughout construction. Going forward with this route would require a lot of coordination. The town is also losing the chance of having a place for public works to move into with very limited renovation if a new fire station is not built.

Costs – New Fire Station

The current estimated costs for similar recent turn-key public safety projects are approximately \$525 a square foot. This cost includes construction, design and engineering, permitting, furnishings, fixtures, and equipment, contingencies, and all other fees required for a move in ready project.

9,420 square feet at \$400 for a pre-engineered apparatus bay = **\$3,768,000**
7,780 square feet at \$525 for living and office space = **\$4,084,500**

Total Project Costs for brand new building = \$7,852,500

Conclusion

The overall costs of a new building option versus a renovation option remain close. A new building provides a better floor plan layout that is designed for the town specifically. A renovated building may require more circulation to make the overall design flow and operate properly for the Fire Department. Both options will provide a safe and healthy work environment for the staff and will enhance recruiting of the most talented first responders in the state. The chances of unforeseen issues is higher with the existing building renovations. If a new building is selected, the town will have an opportunity to create a municipal complex area with the old building being taken over by the Public Works Department. It allows the Public Works department to grow with the ability to expand later on towards the rear of the site.

We recommend a new building as the best option for the town. It would provide the town with the essentials it needs to provide their citizens with the best possible protection for their properties and lives.



Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
 8 State House Station Augusta, ME 04333-0008 (Regular Mail)
 19 Union St, 3rd Floor, Augusta, ME 04330 (Overnight Mail)
 Telephone: (207) 624-7220 Fax: (207) 287-3434
 Email: MaineLiquor@Maine.gov

Item 8.#

Qualified Catering Organization Application for Catered Function

(Note: This application is for Qualified Caterers ONLY. If you are a Class A Restaurant, Restaurant/Lounge, Lounge, Hotel, Club, or Bed & Breakfast please complete form number 5.5 or 5.6)

The law requires the application to be submitted at least 24 Hours prior to the function, however a longer notice is appreciated to allow additional time for processing.

License No.: 5211 DBA Name: Lake Region Caterers, Inc.
 Mailing Address: 18 King Hill Road
 Town/ City: Naples State: MAINE Zip Code: 04055
 Telephone: (207) 939-2436 Fax: _____
 Email Address: Lrcjv@fairpoint.net

Event Details

Title and Purpose of Event: Camp Sunshine Polar Dip
 Location of Event: 35 Acadia Road
 Physical Address of Event: Camp sunshine
 Town/City: Casco State: MAINE Zip Code: 04015
 Check One: Indoor Event Outside Event (If outside, a diagram must be included)
 Describe specific indoor and/or outdoor area to be licensed: Main dining hall

Date of Event: 2/24/2024 **Time** From: 12 To: 7 pm

Name of Person or Entity contracting your services: Camp Sunshine


Number of Persons Attending: 150

Address: 35 Acadia Road Town/City: Casco

State: MAINE Zip Code: 04015 Telephone Number: (207) 939-2436

Will Dancing be offered during the event? YES NO

Does the venue have a dance license? YES NO (If yes, please provide a copy of the license)


Signature of Licensee or Corporate Officer

Date

Victoria Toole
Print Name of Licensee or Corporate Officer

DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram that you are requesting approval.

Outdoor Catering Restrictions:

1. There must be a stanchion or fence completely enclosing the area.
2. Signs must be posted stating “No alcohol beyond this point”.
3. There must be sufficient employees at the event to control and monitor the area.

For Municipal Approval Only

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

NOTE: PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION BELOW

Dated at: _____, Maine _____
City/Town County

On: _____
Date

The undersigned being: Municipal Offices County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Signature of Officials	Printed Name and Title

FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT RESTRICTIONS:

[] APPROVED
[] NOT APPROVED

DATED: _____
ISSUED BY: _____

The Law

§1076. QUALIFIED CATERING SERVICES

1. Issuance of licenses. Notwithstanding any other provision of law, the bureau may issue licenses under this section for the sale of spirits, wine and malt liquor to be consumed on the premises to qualified catering services as defined in section 2, subsection 15, paragraph P.

A. "Premises," as used in this section, means the premises where the qualified catering service is selling and serving liquor, either its principal place of business or the premises where the event being catered is held. [1987, c. 342, §97 (NEW) .]

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

2. Compliance with local option decisions. The bureau may license only those qualified catering services whose principal place of business is located in municipalities that have previously voted affirmatively on questions pertaining to on-premise sales provided in chapter 5.

A. Every event catered by the qualified catering service must also be located in a municipality that has previously voted affirmatively on questions pertaining to on-premise sales provided in chapter 5. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

3. Income from sale of food requirement. At least a minimum amount of gross annual income must be from the sale of food for each qualified catering service. The income from sale of food requirement is based on the population of the municipality in which the qualified catering service is located. For purposes of this section, "year-round" means operated for more than 6 months in a year.

A. In municipalities having a population of over 50,000 persons:

- (1) Year-round qualified catering services must have a minimum gross income of \$50,000 a year from the sale of food to the public; and
- (2) Part-time qualified catering services must have a minimum gross income of:
 - (a) Thirty thousand dollars from the sale of food to the public if the catering service operates for more than 3 months but no more than 6 months in a year; and
 - (b) Twenty thousand dollars from the sale of food to the public if the catering service operates for no more than 3 months in a year. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

B. In municipalities having a population of 30,001 to 50,000 persons:

- (1) Year-round qualified catering services must have a minimum gross income of \$40,000 a year from the sale of food to the public; and
- (2) Part-time qualified catering services must have a minimum gross income of:
 - (a) Twenty-five thousand dollars from the sale of food to the public if the catering service operates for more than 3 months but no more than 6 months in a year; and
 - (b) Twenty thousand dollars from the sale of food to the public if the catering service operates for no more than 3 months in a year. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

C. In municipalities having a population of 20,001 to 30,000 persons:

- (1) Year-round qualified catering services must have a minimum gross income of \$30,000 a year from the sale of food to the public; and
- (2) Part-time qualified catering services must have a minimum gross income of \$20,000 from the sale of food to the public if the catering service operates for more than 3 months but no more than 6 months in a year. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

D. In municipalities having a population of 7,501 to 20,000 persons:

- (1) Year-round qualified catering services must have a minimum gross income of \$15,000 a year from the sale of food to the public; and

(2) Part-time qualified catering services must have a minimum gross income of \$10,000 from the sale of food to the public if the catering service operates for no more than 6 months in a year. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

E. In municipalities having a population of 7,500 persons or less:

(1) Year-round qualified catering services must have a minimum gross income of \$5,000 a year from the sale of food to the public; and

(2) Part-time qualified catering services must have a minimum gross income of \$2,500 from the sale of food to the public if the catering service operates for no more than 6 months in a year. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

4. Bureau determines applicant would probably qualify. The bureau may issue the license if it determines that the applicant for a new license would probably qualify.

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

5. Licensee for renewal must show proof of meeting income requirement. The bureau may not renew any license for the sale of liquor under this section unless the licensee furnishes the bureau with proof that the previous year's business conformed to the income requirements of this section.

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

6. Income from vending machines not included. The income from the sale of food placed in vending machines must not be included in the minimum dollar requirements of this section.

[1987, c. 45, Pt. A, §4 (NEW) .]

7. Provision of liquor at places other than principal place of business. Licensed qualified catering services that would like to provide the service of liquor at locations other than their principal places of business shall file an application with the bureau at least 24 hours in advance of any function or event at which liquor is to be sold or served. Application must be made on a form provided by the bureau and must contain the following:

A. Date, time and approximate duration; [1987, c. 45, Pt. A, §4 (NEW) .]

B. Location; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Name and address of the person or persons, firm or corporation making arrangements; [1987, c. 45, Pt. A, §4 (NEW) .]

D. Approval by the municipal officers or a municipal official designated by the municipal officers of the municipality in which the catered function or event is to be held, which, notwithstanding the provisions of section 653, may be granted without public notice. The bureau shall accept approval required under this paragraph in electronic form submitted by the applicant or directly by the municipality to the bureau; and [2017, c. 260, §2 (AMD) .]

E. Any other information the bureau considers necessary. [1993, c. 410, Pt. ZZ, §20 (AMD) .]

[2017, c. 260, §2 (AMD) .]

8. Ruling on application. The bureau shall approve or deny the application to provide service of liquor at a location other than the principal place of business, and shall immediately notify the applicant of its decision.

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

9. No additional fee. The bureau may not charge a fee for provision of the service of liquor at locations other than the principal place of business in addition to the license fee paid by the qualified catering service.

[1993, c. 410, Pt. ZZ, §20 (AMD) .]

10. Self-sponsored event permit. The bureau may issue a self-sponsored event permit to a qualified catering service in addition to a license issued in accordance with this section. A self-sponsored event permit authorizes the licensee to serve spirits, wine and malt liquor at an event sponsored by the licensee at the facility that is the licensee's principal place of

business as a qualified catering service. The permit allows for up to 100 self-sponsored events per year under the following conditions:

- A. The licensee submits an application as prescribed by the bureau; [2009, c. 530, §1 (NEW) .]
- B. The primary business of the licensee does not involve serving alcoholic beverages on a day-to-day basis at self-sponsored events; [2009, c. 530, §1 (NEW) .]
- C. The licensee notifies the bureau of a self-sponsored event a minimum of 3 business days prior to the event by first class mail, facsimile transmission, electronic mail or other method prescribed by the bureau; [2009, c. 530, §1 (NEW) .]
- D. The licensee provides at a self-sponsored event a diverse selection of food, primarily prepared from a complete kitchen at the licensee's facility and served at multiple food stations or a buffet service or passed by servers or served as a plated sit-down meal. The selection of food must include more than snack foods such as potato chips, crackers, pretzels or nuts, but snack foods may be used in the preparation of a meal or as an accompaniment to a prepared meal; [2009, c. 530, §1 (NEW) .]
- E. If liquor is served later than 9:00 p.m. at a self-sponsored event and after the service of food described in paragraph D is complete, the licensee continues to offer food, which may be lighter than a buffet service or a sit-down meal, such as sandwiches and pizza; [2009, c. 530, §1 (NEW) .]
- F. Self-sponsored events are public or private events requiring an admission fee for the service of food and beverages by the licensee that may include visual or participatory entertainment provided by the licensee in accordance with the laws and rules governing this Title; and [2009, c. 530, §1 (NEW) .]
- G. Self-sponsored events do not exceed 7 hours. [2009, c. 530, §1 (NEW) .]

The license fee for a self-sponsored event permit is \$700 annually. Renewal of a permit under this subsection must coincide with renewal of the license issued in accordance with this section.

[2009, c. 530, §1 (NEW) .]