



Town of Casco

Selectboard & Planning Board Joint Meeting Agenda

September 29, 2026 at 6:00 PM

Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda

New Business

2. The Selectboard and Planning Board will conduct joint meeting to discuss the proposed P & K Sand & Gravel, Inc. Contract Zoning Agreement.

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)

Month DD, YYYY at HH:MM PM Meeting Name

October 6, 2026 @ 6:00 PM Selectboard Regular Meeting



To: Selectboard
From: Tony Ward, Town Manager
Date: 09-28-2026
Re: Selectboard and Planning Board joint meeting 09-29-2026

Below are notes for agenda items for September 29, 2026, meeting

2. The Selectboard and Planning Board will conduct joint meeting to discuss the proposed P & K Sand & Gravel, Inc. Contract Zoning Agreement

The Planning Board reached substantial agreement on the proposed Contract Zoning Request submitted by P & K. The purpose of the joint review is to familiarize the Selectboard with the proposed contract zoning agreement and to give the Selectboard the opportunity to view the proposed contract zoning agreement in its role as administrator.

The review shall include the determination that:

1. The Town's interests are adequately protected and served by the proposed contract zoning agreement.
2. The costs and benefits to the Town are reasonable.

When the Planning Board and the Selectboard have reached substantial agreement on the terms and wording of the proposed contract zoning agreement, the applicant shall submit a letter confirming the applicant's substantial agreement on the terms and wording of the proposed contract zoning agreement.

Once the letter of confirmation is received by the Town, the Planning Board at a regular scheduled meeting will complete its review and then take a formal vote to submit the proposed contract zoning agreement to a public hearing. The notice of public hearing shall be posted in the Town Clerk's office at least 14 days prior to the public hearing. It shall be published in a newspaper of general circulation within the Town at least two times.

§ 215-3.4. Contract zoning. [Added 9-28-1991 by Art. 8; amended 6-20-1992 by Art. 62; 1-9-1993 by Art. 5; 1-8-1994 by Art. 6]

- A. Authority. Subject to conditions and/or restrictions and in accordance with the State of Maine planning and land use laws, 30-A M.R.S.A. § 4352, Subsection 8, property in the Town of Casco may be rezoned by a process known as "contract zoning." **[Amended 6-14-2017 by Art. 27]**
- B. Purpose. This chapter and the Comprehensive Plan provide for the orderly development and use of property. However, situations may arise where the unusual nature or unique location of a project or a proposed use of property cannot be accommodated under this chapter. Traditional procedures such as the granting of variances for dealing with the incompatibility may also prove to be inappropriate. In these special situations, more flexible and adaptable zoning methods may permit a project or use of property without, at the same time, compromising the intent of either this chapter or the Comprehensive Plan.
- (1) A contract zone, as defined by state statute, provides for property to be rezoned in order to accommodate an owner's intended use or development when zoning ordinance requirements cannot be met.
 - (2) A contract zone, when approved, represents a deviation from Town of Casco zoning standards and, as such, is subject to the conditions established in the contract agreement and is an amendment to this chapter. In its consideration of a request for contract zoning, the Town of Casco, in agreement with a property owner, may find it necessary or appropriate to grant or impose certain conditions or restrictions upon the rezoned property that do not apply to other properties in Casco. Contract zoning shall adhere as closely as possible to zoning requirements and permitted use standards of the zoning district in which the property to be rezoned lies.
- C. Procedure.
- (1) Initiation of request for contract zone with the Code Enforcement Officer. An applicant, planning a project, shall first consult with the Casco Code Enforcement Officer (CEO) to determine whether, in the opinion of the CEO, the proposal is consistent with the provisions of this chapter and the Comprehensive Plan.
 - (a) If the proposal satisfies the objectives of the Town of Casco Comprehensive Plan but does not meet the requirements of this chapter, the applicant may initiate a contract zoning request.
 - (b) If, in the opinion of the CEO, the proposed project is nonconforming with respect to both this chapter and the Casco Comprehensive Plan, the CEO may recommend that the applicant revise the proposal for acceptability under the governing documents.
 - (c) If, in the opinion of the CEO, it is unclear whether the proposal falls within the contract zoning provisions, he may suggest that the applicant seek a preapplication conference with the Planning Board.
 - (d) If the CEO finds the proposal suitable for contract zoning, the applicant shall draw

up a preliminary proposal indicating the nature, scope, and location of the proposed project. This document shall be presented to the Planning Board as an application for contract zoning.

(2) Application to the Planning Board.

- (a) The Planning Board Secretary shall schedule the application on the Planning Board agenda upon receipt of the appropriate fees.
- (b) 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 and shall publish notice in a newspaper of general circulation within the Town at least two times. The date of first publication shall be at least 10 days prior to the Planning Board meeting.
- (c) In addition, at least 10 calendar days prior to the Planning Board meeting, the applicant shall notify property owners within 500 feet of the property lines of the proposed contract zone, with proof of mailing required. Owners of properties shall be those listed in the most recent tax records of the Town of Casco. This notice shall contain information indicating the nature, scope, and location of the proposed project, as well as the Planning Board meeting information.
- (d) The Planning Board shall limit review of the applicant's proposal to material relevant to the contract zoning provisions contained in this chapter.
- (e) Planning Board review of the proposed project itself under the appropriate Town ordinances and state laws will proceed after approval of the contract zoning agreement at a regularly scheduled annual or semiannual Town Meeting.
[Amended 6-14-2017 by Art. 27]

(3) Review of the application by the Planning Board.

- (a) In its examination to determine the suitability of a proposal for contract zoning, the Planning Board shall consider, among other factors, the following:
 - [1] The reason why the applicant is requesting a contract zone agreement.
 - [2] Compatibility with the Comprehensive Plan.
 - [3] The implications of the proposed project, or use of the property, for owners of surrounding properties and the neighborhood in general.
 - [4] The benefits and costs to the Town of Casco and the interests, safety, and general welfare of its citizens.
 - [5] Input, where appropriate, from Town of Casco 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.
- (b) When negotiating the terms of a contract zoning agreement, the Planning Board

may consider, among other factors, the following:

- [1] Limitations on the number and types of use permitted.
- [2] Restrictions on the scale and density of the project.
- [3] Limitations on the hours of operation.
- [4] Specifications for the design, location, layout, and use of buildings and other improvements.
- [5] Schedules for commencement and completion of construction.
- [6] Performance guarantees securing completion and maintenance of improvements and guarantees against defects.
- [7] Preservation of natural areas, including open spaces, views, and buffers.
- [8] Protection of land, island, and water resources.
- [9] Preservation and protection of historic and archaeological sites.
- [10] Contributions toward the provision of municipal services and infrastructure required by the project.

(4) Joint review by Planning Board and Selectboard.

- (a) The Planning Board, upon reaching substantial agreement with the applicant, shall initiate, within 30 days, a joint review of the proposed contract zoning agreement with the Selectboard and the applicant.
- (b) The purpose of the joint review is to familiarize the Selectboard with the proposed contract zoning agreement and to give the Selectboard the opportunity to view the proposed contract zoning agreement in its role as administrator.
- (c) The review shall include the determination that:
 - [1] The Town's interests are adequately protected and served by the proposed contract zoning agreement.
 - [2] The costs and benefits to the Town are reasonable.
- (d) When the Planning Board and the Selectboard have reached substantial agreement on the terms and wording of the proposed contract zoning agreement, the applicant shall submit a letter confirming the applicant's substantial agreement on the terms and wording of the proposed contract zoning agreement.
- (5) Continuation of Planning Board review of proposed contract zoning agreement. The Planning Board shall complete its review and take a formal vote to submit the proposed contract zoning agreement to public hearing.
- (6) Public notice and hearing. The Planning Board shall schedule a public hearing no later than 30 days following its vote to submit the proposed contract zoning agreement to

public hearing.

- (a) Notice of this public hearing shall be posted in the Town Clerk's office at least 14 days prior to the public hearing. It shall be published in a newspaper of general circulation within the Town at least two times. The date of first publication shall be at least seven days prior to the public hearing. Notice shall also be sent to the last known address of owners whose properties abut the property to be rezoned, with proof of mailing required. This notice shall contain a copy of the proposed conditions and restrictions together with a map showing the property to be rezoned.
 - (b) The public hearing shall be conducted by the Planning Board Chair or Acting Chair.
 - (c) A taped record of the public hearing shall be made for public record.
- (7) Final review by the Planning Board. Following the public hearing, the Planning Board shall review all comments and recommendations from the public hearing and make changes where deemed necessary.
- (a) In this final review, the Planning Board shall determine whether the proposed contract zoning agreement:
 - [1] Is consistent with the Casco Comprehensive Plan.
 - [2] Establishes rezoned areas that are consistent with the existing and permitted uses of the original zone.
 - [3] Includes only such conditions and restrictions that relate to the physical development or operation of the property.
 - (b) If any substantive changes are made in the proposed contract zoning agreement, another public hearing shall be held. If there are no substantive changes, then, upon final approval by the Planning Board, the proposed contract zoning agreement shall be forwarded to the Selectboard.
- (8) Town Meeting.
- (a) 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.
 - (b) The proposed contract zoning agreement shall require approval by the voters of the Town of Casco at a regularly scheduled annual or semiannual Town Meeting.
 - (c) If the contract zoning agreement is disapproved by Town Meeting vote, it may not be resubmitted for one year from the date of disapproval.

D. Administration.

- (1) Zoning amendment. Upon approval of the contract zoning agreement by the Town Meeting, this chapter shall be amended to reflect the incorporation of the new zone. Conditions and restrictions pertaining to the rezoned area shall also become part of the

record. The rezoned area shall be shown on the Town of Casco Zoning Map and shall be referenced in this chapter.

- (2) Separability. Should any section or provision of the contract zoning provisions contained in this chapter be declared by the courts to be invalid, such decision shall not invalidate any other article, section, or provision of this chapter.
- (3) Effective date of contract zoning agreement. The date of the signing of the contract zoning agreement shall occur no later than 30 days following the date of the Town Meeting at which the contract zoning agreement was approved. Subject to approval by state and federal regulatory agencies, the contract zoning agreement shall be deemed to become effective and binding when signed. Its terms, conditions and restrictions, together with this chapter, any applicable Town of Casco ordinances or regulations, and the Town of Casco Comprehensive Plan, shall thereafter govern the proposed project and/or use.
- (4) Violation and termination of contract zoning agreement.
 - (a) If the developer is found by the CEO to be in violation of the terms of the contract zoning agreement, enforcement shall follow the procedure established in Article 6 of this chapter.
 - (b) If the developer does not meet the time limits prescribed by the contract zoning agreement or abandons the project, the contract zoning agreement shall become null and void. If this occurs, the property shall revert to the underlying zoning and shall be made to comply with requirements for said zone.

**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"), as recorded in the Cumberland County Registry of Deeds Book _____, Page _____, which Agreement provided for the excavation and processing of loam, common borrow, gravel and rock on property owned by CBJ Properties, Inc.; and

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

WHEREAS, the Parties entered into an Amendment to the Agreement, dated June 19, 1999, as recorded in the Cumberland County Registry of Deeds Book 14980, Page 316, which amended the area made subject to the original Agreement (hereinafter the "Property") and affirming all of the other existing provisions of the Agreement; and

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

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

WHEREAS, P & K has not made any significant changes to its operations on the Property and P & K has complied with all State and local laws, statutes, rules, regulations, codes, ordinances and orders; as stipulated in § 215-3.4. of the Town of Casco Zoning Ordinance as adopted September 28, 1991 and amended in 1992, 1993, 1994, and 2017; and

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

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

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

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

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

- d. For the purposes of this Extended and Amended Agreement, a “wetland of special significance” shall be as defined in the Town of Casco Zoning Ordinance (revised June 10, 2015).
- e. The Code Enforcement Officer (hereinafter the “CEO”) shall approve each proposed individual area of excavation on the Property upon finding all of the following conditions are met and maintained:
 - ~~i. Each individual area of excavation consists of less than 2 acres of total excavated area.~~
 - ii. There is a minimum of one-hundred (100) feet undisturbed distance between the edge of the individual area of excavation and any abutter’s property line;
 - iii. There is a minimum of twenty-five (25) feet undisturbed distance between the edge of any individual area of excavation and the upland edge of any wetland;
 - iv. The total area of individual areas of excavation open in each year shall not exceed ten (10) acres, in conformance with Maine Department of Environmental Protection standards; and,
 - v. There shall be a minimum one-hundred (100) feet undisturbed separation between individual areas of excavation.

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

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

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

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

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

6. Section 4 of the original Contract Zone Agreement, as recorded in the Cumberland County Registry of Deeds Book [REDACTED], Page [REDACTED], Binding Effect, is hereby amended to read as follows:

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

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

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

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

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

P & K SAND AND GRAVEL, INC.

Witness:

By:

Cory Mitchell
Its President

CBJ PROPERTIES, INC.

Witness:

By:

Sarah Plummer
Its President

Town of Casco

Witness:

By:

Anthony Ward
Its Town Manager

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

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

Notary Public / Attorney of law

Print Name:

STATE OF MAINE

CUMBERLAND, SS

_____, 2026

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

Notary Public / Attorney of law

Print Name:

STATE OF MAINE

CUMBERLAND, SS _____
_____, 2026

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

Notary Public / Attorney of law

Print Name: