

#### **Town of Casco**

Selectboard Meeting Agenda April 26, 2022 6:00 PM Regular Meeting 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: April 5, 2022
- 4. Manager's Update

#### **Public Hearing**

5. Request for modification of Resource Protection -Watkins Shore and Thomas Pond Shore

#### **Old Business**

- 6. The Selectboard will consider Letter of Interest with Revision Energy
- 7. The Selectboard will discuss fees associated with vehicle charging stations
- 8. The Selectboard will discuss 2022 Selectboard Goals.

#### **New Business**

- 9. The Selectboard will consider awarding road repair and drainage bids for FY23
- 10. The Selectboard will discuss date for Town Meeting.
- 11. The Selectboard will discuss the Casco Public Library
- 12. The Selectboard will consider appointments to Town Committees
- 13. The Selectboard will consider warrant for MSAD #61 Referendum and Referendum for MSAD # 61 Bond.
- 14. Public Participation
- 15. Selectboard Comments

#### **Executive Session**

- 16. Executive Session1 M.R.S.A.405(6)(F) Poverty Abatement Request- Case 04/19/2022
- 17. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for applications 04/26/22A & 04/26/22B.
- 18. 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. Matters related to personnel will not be heard.

#### Future meeting dates (subject to change)

May 1, 2022 @ 10:00 am May 3, 2022 @ 6:00 pm May 17, 2022 @ 6:00 pm June 7, 2022 @ 6:00 pm

#### Morse Environmental Consulting, LLC

January 12, 2022

John Wiesemann Code Enforcement Officer Town of Casco 635 Meadow Road Casco, Maine 04015

RE: Zoning Map and Zoning Ordinance Discrepancy-Lot 2-32C-2

Dear John,

I am writing on behalf of my client, Dan Grotto, owner of the above-referenced lot on Watkins Shore Road. During his recent acquisition of the subject lot, Mr. Grotto requested that I provide him with an analysis of the zoning regulations administered by the Town of Casco as they relate to the lot.

While conducting my research I discovered a discrepancy between the Town of Casco Zoning Ordinance (Ordinance) and the Zoning Map (Map). Specifically, the Map includes a Resource Protection (RP) District on the property and this designation is not warranted by the Ordinance. This RP zoning is also not supported by the Chapter 1000 State of Maine Guidelines for Municipal Shoreland Zoning Ordinances.

Section 215-9.37.A of the Ordinance establishes the specific land areas to be regulated on the Map with the RP District. There are nine criteria that prompt the inclusion of land area in the RP District. My finding after review of these criteria is that the RP District on the subject lot is not supported by the Ordinance. The following provides a summary of the nine criteria (*italic/bold* font) and my findings:

- a) The land area that is 250 feet from freshwater wetlands that are rated as moderate or high value waterfowl & wading bird habitat as depicted on a GIS data layer; Review of data maintained by the Maine Department of Inland Fisheries & Wildlife reveals that this area is not a moderate or high value waterfowl and wading bird habitat as mapped by that department. The Maine Department of Environmental Protection does not maintain such GIS data since its rules no longer require a RP District adjacent to these habitat areas. Please see attached Appendix A.
- b) Floodplain areas along rivers and along artificially formed great ponds along rivers;
  The property is not located along a river or artificially formed great pond along a river.
- c) Areas of two or more contiguous acres with sustained slopes of 20% or greater within the shoreland zone of a waterbody or wetland; George Sawyer, Sawyer Engineering & Surveying, Inc, evaluated the property according this criterion and determined that no

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mike@morseenvironmental.com

207-558-0842

- sloped areas that are 20% or steeper exist within the shoreland zone on the property (please see attached letter, Appendix B).
- d) Areas of two or more contiguous acres of land within the shoreland zone of a waterbody or wetland, that supports wetland vegetation and hydric soils and which are not connected to the waterbody during the period of normal high water; Review of the U.S. Fish & Wildlife's National Wetlands Inventory data reveals that some wetland exists within the shoreland zone on the property, however it is significantly less than 2 contiguous acres in size. Municipalities rely on this same wetland data to create local zoning maps. Please see attached Appendix C.
- e) Land areas along rivers subject to severe bank erosion; The land area is not on a river and there is no severe bank erosion present.
- f) Other important wildlife habitat; Review of the Maine Department of Inland Fisheries & Wildlife's Beginning with Habitat map data reveals that there is no important wildlife habitat that is mapped on the property. This data includes waterfowl & wading bird habitat as discussed above, habitat areas for endangered or threatened species and species of special concern, deer wintering areas, rare plants and natural communities, and a number of other important habitat areas. No such areas are mapped as being present on the subject lot. Please see attached Appendix A.
- g) Natural sites of significant scenic or esthetic value; There are no natural sites of significant scenic or esthetic value that have been identified on the property, and the Town's Comprehensive Plan also does not describe any such areas on the property.
- h) Areas designated by federal, state or municipal governments as natural areas of: significance to be protected from development; No such areas have been identified on the property, and the Town's Comprehensive Plan also does not describe any such areas on the property.
- i) Other areas, such as existing public access areas and significant archaeological and historic sites. In an email response from the Maine Historic Preservation Commission, dated January 12, 2022, Dr. Leith Smith indicated that a review of their records revealed that there are no known prehistoric Native American archaeological sites or historic archaeological sites in or near the subject area on the lot. Otherwise, there is a short and very primitive footpath that was established and used by the former lot owner. Other individuals on Watkins Shores Road have informally been granted permission to utilize the path, but the property is not a designated public access area.

Additional review of the Town's Comprehensive Plan (revised in 2007) fails to reveal any other justification for the placement of a RP District on the subject lot. Considering these facts, the zoning of the property with a Resource Protection District is not warranted and creates an unexplained inconsistency between the Map and the Ordinance. As such, we respectfully request that the Town remove the Resource Protection District located on Lot 2-32C-2, and replace it with the 250-foot Limited Residential/Recreational District (LRR) as established in §215-9.37.B of the Ordinance. Considering that there is no basis for the RP District within the Ordinance, and that the surrounding character of development is residential, the LRR District

appears to the most appropriate district along the Thomas Pond shoreline for this property. Given this recommended re-zoning, it also seems very appropriate to similarly re-zone the area immediately to the south of the subject lot to avoid creating a very small and isolated area of unsupported RP District in that area. This adjacent area appears to exhibit similar characteristics as the subject lot and the RP District there appears to be similarly unwarranted. I have attached a sketch map depicting the current zoning for your ease of reference (please see attached Appendix D).

Further, the Map includes a Streams and Wetlands Protection District (SW) on the property that is not warranted. The presence of the SW District on the Map is inconsistent with the Ordinance. Section 215-4.8.A describes the intent of this district to apply to "significant wetland areas not protected under shoreland zoning", and § 215-4.8.B explicitly provides that the SW District applies to streams or wetlands of special significance, "exclusive of ponds and rivers protected under shoreland zoning" (e.g. LRR District). Whereas this area of Thomas Pond is and will continue to be protected under shoreland zoning, we respectfully request the removal of the SW District from this area on the property. Similar to the RP District, removal of the small segment of SW District from the adjacent area immediately south of the subject lot would seem to be appropriate as well.

These requested re-zoning changes could benefit the landowner, but will clearly benefit the Town by improving the consistency and integrity of the Ordinance and Map.

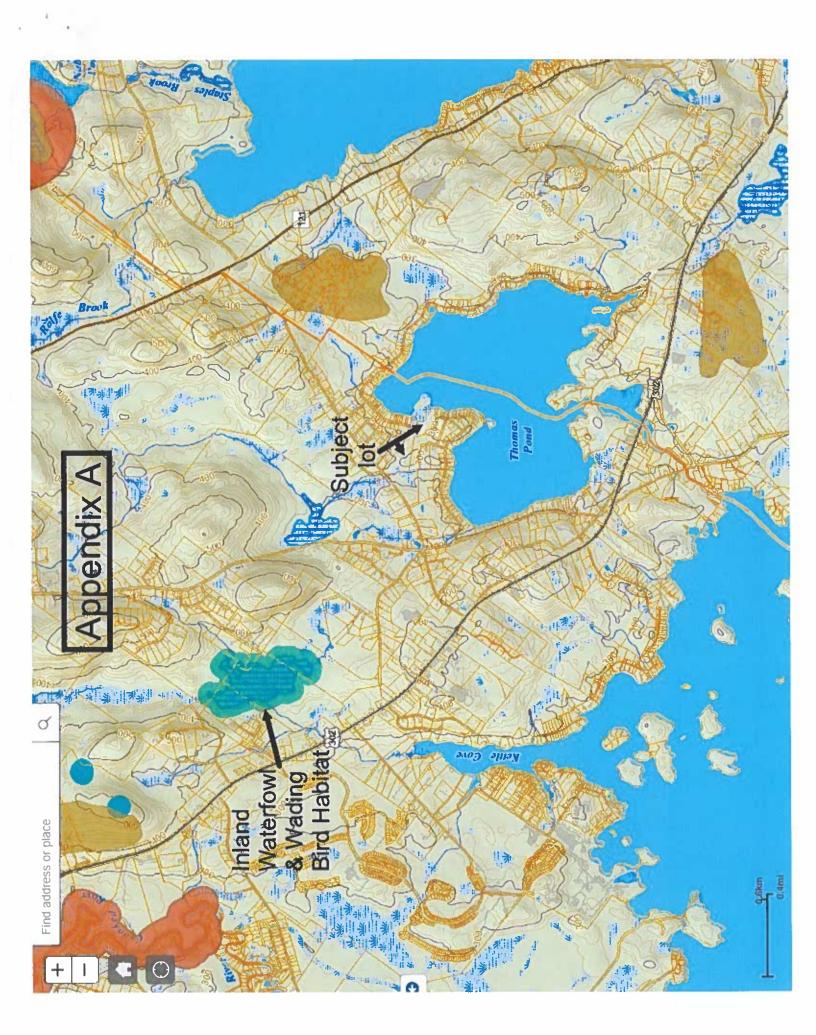
Thank you in advance for your consideration of this request. I appreciate your assistance and look forward to your response. Please don't hesitate to contact me if you have any questions regarding this matter or if you seek additional information.

Sincerely,

Mike Morse

Morse Environmental Consulting, LLC

cc: Dan Grotto





#### SAWYER ENGINEERING & SURVEYING, INC. A Division of SEBAGO TECHNICS, INC.

2 Elm Street Bridgton, Maine 04009

George Sawyer

(207) 647-8190

January 3, 2022

Daniel Grotto 29 Watkins Shores Road Casco, ME 04015

Re: The Queen's Property, LLC Casco, ME Tax Map 2 Lot 32C-2

Dear Dan,

As requested, a review has been completed on the area of this parcel which lies within 250 feet of the shore of Thomas Pond to determine the amount of land having a slope of 20% or greater. It was determined that there is no area with a slope of 20% or greater. The maximum slope measured was 15-16% over a very small section of the site.

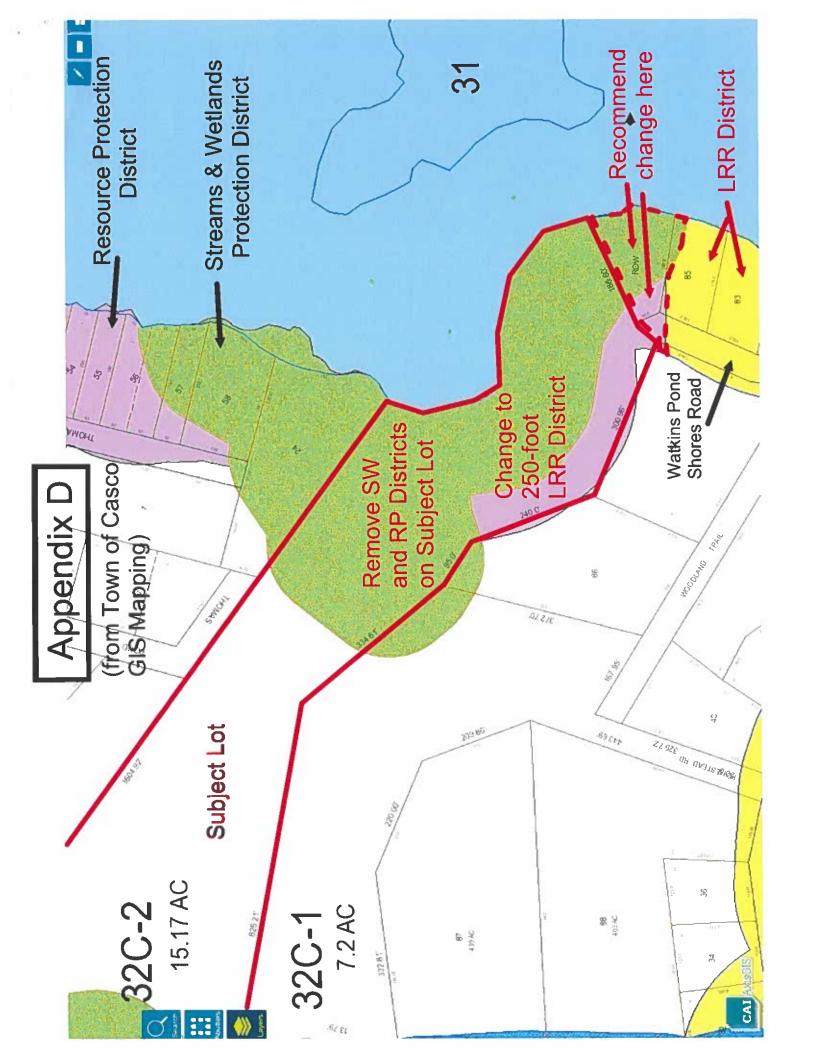
I trust this provides the information requested. Give me a call if there are further questions.

Sincerely

George Sawyer, PLS

# Appendix C





#### LETTER OF INTENT AND EXCLUSIVITY AGREEMENT

**THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT** ("Agreement") is entered into effective the 5<sup>th</sup> day of January, 2022 ("Effective Date"), by and between ReVision Energy Inc. ("ReVision") a Maine corporation, and Town of Casco ("Casco") a Maine Municipality located in Casco, ME (collectively as the "Parties", or, singly, as a "Party").

#### RECITALS

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has delivered a Solar PPA Proposal dated as of September 30, 2021 ("Proposal") to install a solar energy generation project ("System") that shall provide energy to the Town of Casco on the landfill located at 449 Leach Hill Rd, Casco, ME 04015 (the "Facility") pursuant to a Power Purchase Agreement ("PPA") to be entered into between Town of Casco and a third party investor identified by ReVision and approved by Town of Casco (the "Finance Party");

WHEREAS, the Parties intend to finalize a definitive PPA with the Finance Party setting forth the specific rights and obligations of the parties thereto relating to the development of the System and setting forth the terms under which Town of Casco shall convey to the Financing Party the right to own and operate the System at the Facility upon installation by ReVision;

WHEREAS, the Parties mutually agree that in order to allow for the development and financing of the System, ReVision will need exclusive development rights for a period of twelve months from the Effective Date; and

WHEREAS, as a preliminary step to the entering into such PPA, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### **AGREEMENT**

- 1. <u>System</u>. Subject to any modifications the parties may ultimately agree to in the PPA and any other definitive agreements, and as may be further modified through the permitting and financing approval processes, the System shall consist of a solar electric generation system, including all necessary component parts, substantially as described in the Proposal.
- 2. <u>Actions by the Parties:</u> In order to allow for development of the proposed System and subject to this Agreement, the Parties will make commercially-reasonable efforts to complete the following development activities:

Activity	Responsible Party	Target Completion Date
Execute the LOI	ReVision and Casco	2/1/22
Complete technical site visit and finalize System design	ReVision	3/1/22
Complete preliminary design for the Interconnection application	ReVision	3/15/22
File interconnection application with CMP (20 business days for initial study), with Casco as the named applicant	ReVision	3/30/22
Review the findings of the interconnection application and commit to SIS cost	ReVision and Casco	5/30/22 (6-12 weeks from interconnection application)
Update Proposal and Financials based on SIS results (known utility upgrade costs). Negotiate legal terms of form PPA contract including form of site control	ReVision and Casco	6/15/22
Town of Casco to present PPA for town vote	Casco	6/30/22
Upon town approval, Submit final PPA rate schedule for approval	ReVision and Casco	7/15/22
Execute PPA contract	Casco	7/20/22

- 3. <u>PPA Finalization</u>. The Parties understand that the PPA is yet to be finalized, and that such negotiations will be conducted in good faith.
- 4. Exclusivity. ReVision shall have twelve months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to develop the System and to facilitate the finalization of the definitive PPA to be entered into between the Financing Party and Town of Casco (the "exclusivity period"). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, Town of Casco shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision and/or the identified Financing Party regarding the development of a distributed generation system serving the Facility.
- 5. <u>Costs and Expenses</u>. In consideration of the development activities performed by ReVision listed in Section 2 of this Agreement, if at any time during the exclusivity period Town of Casco decides not to move forward with the development of the System, Town of Casco shall notify ReVision immediately. Upon such notification, ReVision shall invoice Town of Casco

for development costs incurred to date, not to exceed \$2,500, and Town of Casco agrees to remit payment for such development expenses within 30 days of receipt. Otherwise, each Party shall be responsible for covering its own costs and expenses relating to the development of the project and the negotiation of the PPA, including without limitation, the cost of its own attorneys, consultants and advisors.

- 6. Confidentiality. The provisions of this Agreement and all information related to this Agreement, the Facility, or the System that is shared between the Parties and/or Finance Party, shall be treated as confidential for a term of no less than two years from the Effective Date. These confidentiality provisions shall not apply to any information (a) previously known to either Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of either Party; (c) which is rightfully received from a third Party who is under no obligation of confidence to either Party; (d) which is independently developed by the receiving Party without resort to the Information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.
- 7. <u>No Joint Venture</u>. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and Town of Casco.
- 8. <u>Limitations of Liability</u>. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.
- 9. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.
- 10. <u>Applicable Law</u>. This Agreement will be governed by the law of the State of Maine without regard to conflicts of law principles.
- 11. <u>Binding Provisions</u>. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 12. <u>Severability</u>. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
- 13. <u>Counterparts</u>. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the Effective Date.

<b>ReVision Energy Inc.</b>	Town of Casco	
By:	By:	
Print Name: Title:	Print Name: Title:	
[rev. 20190201]		



## Solar for Town of Casco PPA Solar Proposal | November 2021



## **Background & Qualifications**

**REVISION ENERGY** 



Clean energy systems installed since 2003

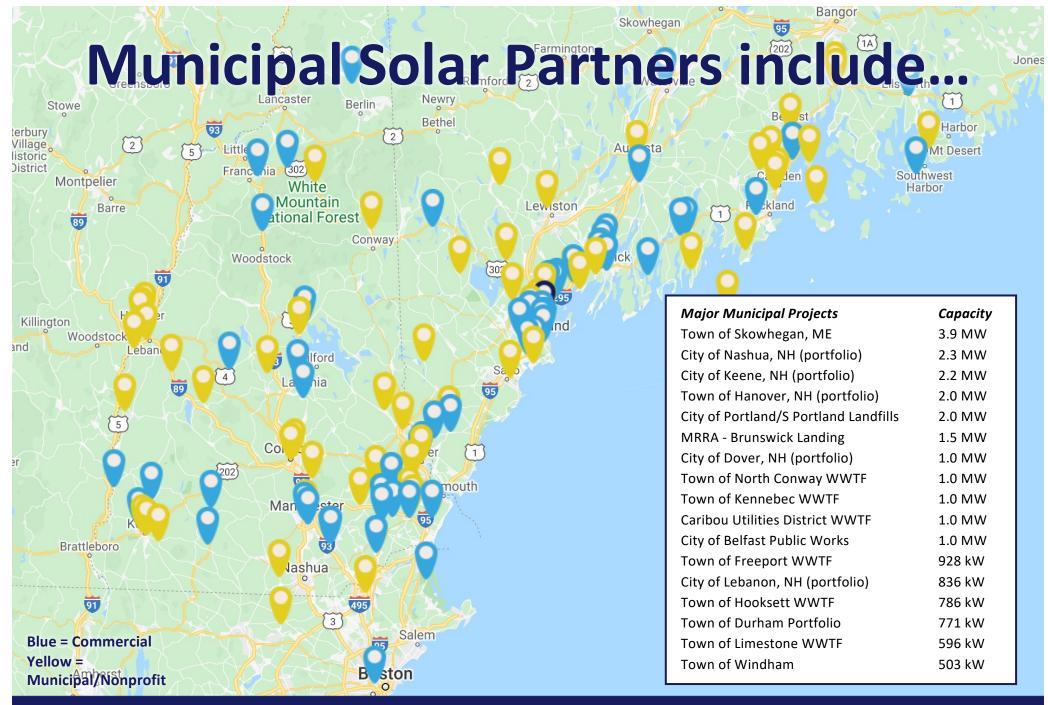
Employee-owners across 5 branches in NH, ME, and MA

rooftop solar installer in New England (SPW) Employee-owned proudly certified B Corporation



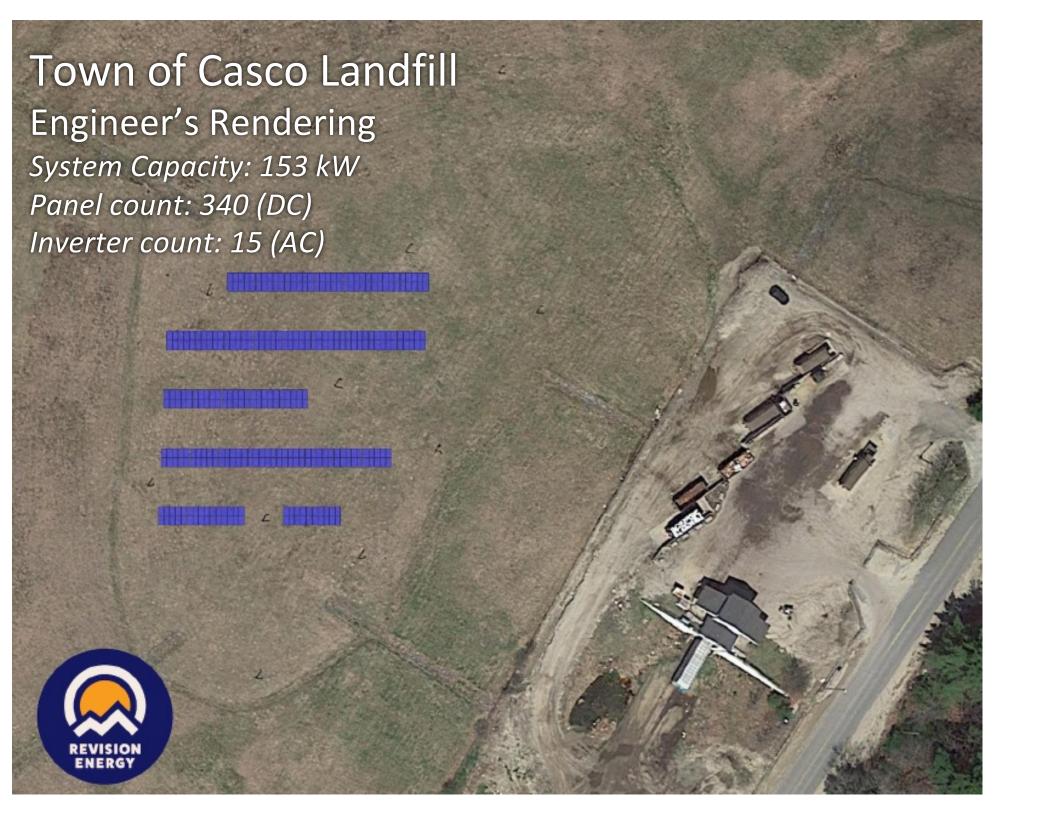
Mission: Empower our community to overcome the environmental, economic and social inequity caused by fossil fuels ... so our kids and grandkids can enjoy New England's clean air, water, and land just like we do...





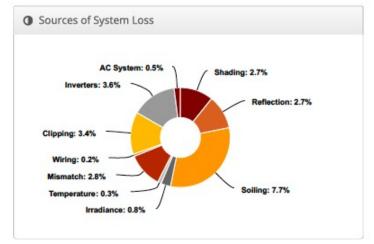


## Design & Engineering Town of Casco



## **Solar Annual Production Report**





	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,440.9	
	POA Irradiance	1,713.7	18.9%
	Shaded Irradiance	1,668.0	-2.7%
	Irradiance after Reflection	1,622.6	-2.7%
	Irradiance after Soiling	1,497.3	-7.7%
	Total Collector Irradiance	1,497.1	0.0%
Energy (kWh)	Nameplate	229,468.7	
	Output at Irradiance Levels	227,690.1	-0.8%
	Output at Cell Temperature Derate	227,028.0	-0.3%
	Output After Mismatch	220,682.8	-2.8%
	Optimal DC Output	220,284.0	-0.2%
	Constrained DC Output	212,840.9	-3.4%
	Inverter Output	205,131.0	-3.6%
	Energy to Grid	204,105.3	-0.5%

### **Major Components & Warranties**

**Solar Panels** 330-475 watts (DC) 25-year warranty

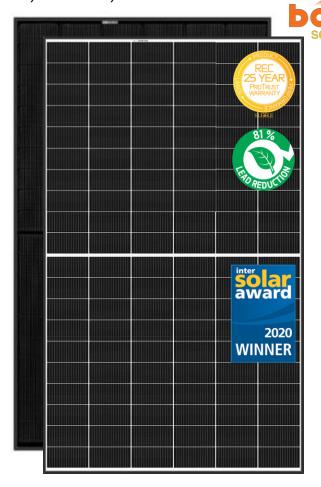




**Inverters & Monitoring** 33-150 kW (AC) 10-20 year warranty

























## **Operations & Maintenance (O&M)**

#### **Performance Monitoring**



#### **80-Point Inspections/Maintenance**









Founding Member

Innovation Partner







## **Solar PPA Financials**

**Town of Casco** 

## **Solar Financing Overview**

#### **Challenge: Restricted Incentives**

- Tax-exempt entities cannot access solar investment tax credit and depreciation
- High upfront capital expenditure
- Outright ownership results in extended payback absent incentives



#### **Solution: Power Purchase Agreement**

- Host nonprofit/municipality licenses roof or land for solar to mission-aligned investor
- Investor builds, owns, and operates array,
   selling solar power for less than utility rates
- Beginning in year 6, host may purchase solar array at a discount for maximum savings







## **Solar PPA Structure**

**PPA** 

#### **ReVision Impact Investor**

- Provide capital and form solar LLC
- Build, own, operate array 5+ years
- Recoup investment through:
  - Federal tax credit, depreciation
  - Energy payments from nonprofit
  - REC sales, rebates (if applicable)
- Pass on savings by selling array to nonprofit in year 6 or later (optional)

#### **Host Organization**

- License roof/ground space for solar
- Purchase solar electricity producedon site at below-market rates
- Purchase solar array in year 6 or later (optional) at significant discount
- Maximize electricity cost savings by owning and operating solar array for full 40+ year lifespan

#### **Finance Partner(s)**

- Tax Investor
- Major Donor
- ReVision Energy



#### **Special Purpose LLC**

- Build solar project
- Own, operate for 6+ yrs.
- Sell power to host org.



#### **Host Nonprofit**

- Lease space for solar
- Buy solar power
- Option to buy array



## **Solar Financial Overview**

#### **PPA Financial Summary**

Upfront cost to Town of Casco Landfill	\$0.00
O&M cost to Town of Casco Landfill	\$0.00
Year 1 PPA rate (per kWh)	\$0.1320
PPA rate escalator starting year 2	2.0%
PPA term (minimum 5 years)	5-25 years
Year 6 early buyout estimate (optional)	\$298,809
Upfront cost financed by investor partner	\$474,300
PPA rate offer good for 30 days from date above	

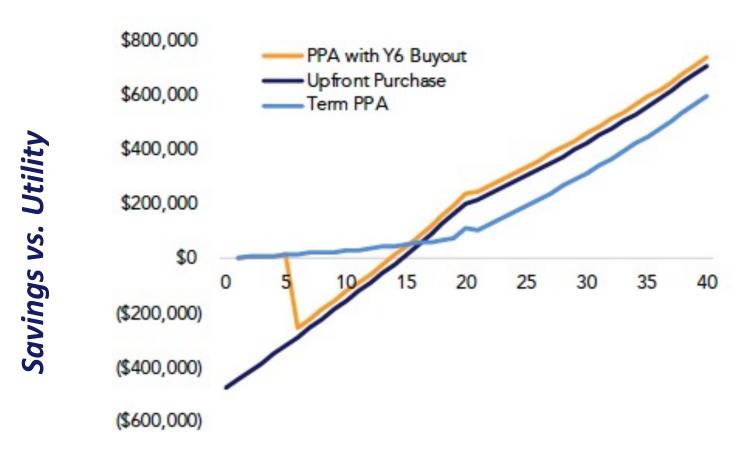
#### PPA Project Savings/Revenue

40-Year net savings with year 6 buyout	\$737,000
25-Year net savings with year 6 buyout	\$335,000
Term PPA savings, no buyout	\$192,000
O&M cost after buyout (per year, optional)	\$1,283
Year 6 buyout (optional) less savings	\$286,809
Estimated savings years 1-5 under PPA	\$12,000



449 Leach Hill Rd, Casco, ME 04015 (2019 Satellite Data)

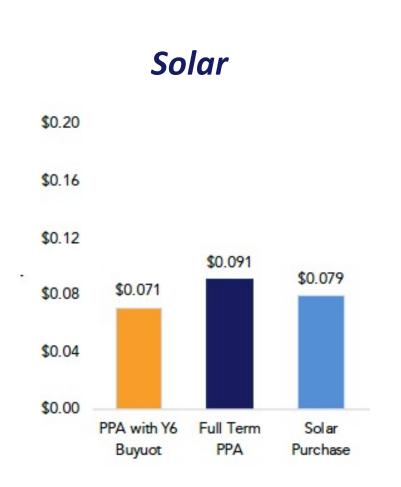
## **Solar PPA Savings Projection**

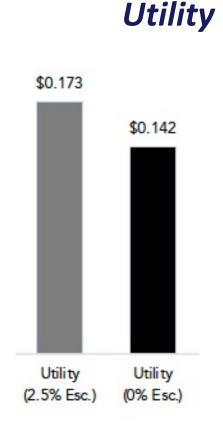


Year of Ownership



## **Solar Long-Term Cost of Energy**





## **ReVision Solar Impact Partners**

- ReVision Solar Impact Partners builds on ReVision's decade of experience bringing solar PPAs to over 100 local nonprofits
- RSIP pairs tax equity and lender-investors
  with established nonprofits ready to go solar
- RSIP enables mission-motivated investors to cut climate pollution while earning a lowrisk, predictable return on equity or debt





ReVision Solar Impact Partners (RSIP) include:











## Client & Community Engagement

**Town of Casco** 

## **Public Engagement: Ribbon Cuttings**









## **Environmental Sustainability**

Annual CO2 Reduction - Sample 350 kW Solar Array

#### **Greenhouse gas emissions from**



#### Greenhouse gas emissions avoided by



#### CO<sub>2</sub> emissions from





#### **Carbon sequestered by**









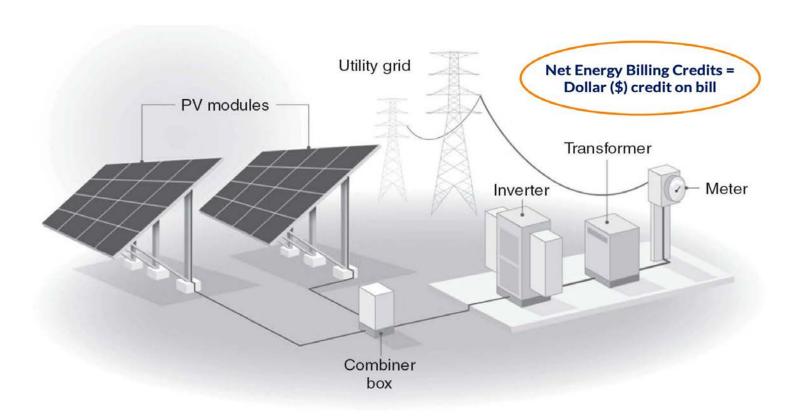


### A New Day for Solar in Maine



LD 1711 (passed in 2019 with bipartisan support) enables municipalities, schools, and businesses to use Net Energy Billing (NEB) credits for onsite and offsite large commercial projects.

## **Why Offsite Solar?**



### What is a NEB credit?

Net Energy Billing credits are monetary credits associated with solar generation that are applied on your monthly electric bills to reduce the bills' overall costs.



### **How does the NEB Program Work?**

Qualifying municipal and commercial customers can offset their aggregated electric costs in the form of onbill monetary credits.

**NEB Value – NEB Cost = Savings** 

#### **Year One Example:**

Annual Credit Value: \$100,000

Annual Cost of a Credit: \$85,000

**Annual Savings: \$15,000** 



## Waterford, ME Project – 4.5 MW





#### **Town of Casco - Proposal Overview**

#### **Net Energy Billing Proposal**

Current Annual Electric Cost	\$ 31,504
Recommended % of Cost Offset	85%
Total Value of NEB Credits Required	\$ 26,778
Value of Utility NEB Credit	\$ 0.1256
Number of NEB Credits Required	213,270
NEB Credit Discount Offer	15%
Cost of Discount NEB Credit	\$ 0.1067
Savings per NEB Credit	\$ 0.0188

#### **Estimated Savings**

Total Year 1 Annual Savings	\$	4,017
Total Year 5 Cumulative Savings	\$	20,691
Total Year 10 Cumulative Savings	\$	42,971
Total Year 15 Cumulative Savings	\$	66,960
Total Year 20 Cumulative Savings	Ś	92.791

#### **Utility & Cost Assumptions**

Utility Company	Central Maine Power
Utility Rate Class	CMP - SGS
Value of Utility NEB Credit	\$ 0.1256
Annual NEB Credit Escalator	2%
Annual Derate of NEB Credits Required	0.5%



 ${\it Dashed line represents potential variability in savings based on system performance.}$ 

## **Consistent, Long-Term Solar Savings**

Lock in significant electrical cost savings through the purchase of discounted Net Energy Billing (NEB) credits.





### Maine's First Multi-Town Solar Project

The 4-MW array generates clean energy for several municipalities at no upfront cost.

#### **Providing clean, local power to:**

- Rockland
- Rangeley
- Dover-Foxcroft
  - Topsham
- Vassalboro
- Vassalboro Community School



### **Built and Maintained by ReVision Energy**















			Anticipated
	Selectboard Goal	Status	Completion Date
	Sereetsoura Gour	5.00.00	completion bate
1	Comprehensive Plan	In Progress-Casco Planning Days April 28-May 2	Mar-23
	·	5 , 1 ,	
		In Progress- New members found for Ad Hoc Committee,	
	Town Committees Review and Finding	Comp Plan Steering Committee & Planning Board.	
2	Volunteers	Members needed ZBA and Budget Committee	Jul-22
		Near Completion- 5-year plan developed with 1 year in	
3	Road Management & Maintenance	progress and private road plowing resolved in 2022	Oct-22
		1 1	
		Review Completed with analysis. Pay adjusted during FY23	
		Budget Process. Benefits discussion during Personnel	
4	Employee Pay & Benfit Review	Policy Dialogue	Jun-22
		More discussion needed. State not working with	
	Housing-Elderly, Low Income,	municpalities to increase density housing and affordable	
5	Veterans	housing.	TBD
		5	
		MUBEC being accepted at Town Meeting, drastic increase	
6	CEO Enforcement	in codes enforcment and dangerous building statute	Completed
		Feasibilty Study in spring of 2022 (if approved at Town	·
7	Berry Property	Meeting); part of comprehensive review	Mar-23
	· · ·		
		Town Meeting approval of requirements for plowing	
8	Private Roads	private roads and requirement to meet 1972 statndards	Oct-22
		Completed by the Town of Oxford, but future repairs will	
9	Thompson Lake Dam	be needed.	Completed
		Minimal progress made to date, part of Comprehensive	
10	Route 302 Corridor	Plan discussion	TBD
		Part of Discussion with Capital Improvement Plan during FY	FY 24 or FY25 or FY 26
11	Salt and Sand Shed	23 Budget Process	based on final CIP
		Assessor recommends performing this funtion because of	
		current ratios. RFP ready for distrbution once approved at	
12	Reevaluation	Town Meeting.	FY23
		Contacted CMP for LED upgrade program and on future	
13	LED Street Lights	project list	2023
		Forwarded to DEP for design review with a approval date	
		of April 30th; Construction to begin Spring/Summer of	
14	Pleasant Lake Beach	2022	2022
		Ad Hoc Committee in discussions on proposed STR and	
	Short Term rentals	Noise Ordinance	Jun-22
	Voting Devices	Research brands and costs	Completed
	Capital Improvement Plan	Presented at FY23 Budget	Completed
18	Tax Acquired Properties	2nd Round of properties to be auctioned	Completed
		Public Hearing of Draft Ordinance on May 3rd and then	
	Recreational/Medicinal Marijuana	vote at Town Meeting Vote.	Jun-22
20	Business Development		TBD
	Abandoned and Dangerous Building	1 in demolition RFP stage, 3 in the notice of violation stage	March for 1st violation,
21	Clean-up	and will be an on-going process.	others TBD
	Chausian Station 5	Nice commonwhat was provided to the control of the	
22	Charging Station Fees	Hire company to manage Electric Charging Station Fees	Jul-22

FY 23 Road Bids												
Company	Ro	adway Costs	D	rainage Costs		<b>Total Costs</b>						
Crooker Construction	\$	289,542.57	\$	357,700.00	\$	647,242.57						
Glidden	\$	235,750.00	\$	279,393.00	\$	515,143.00						
All State Material	\$	269,300.70	\$	422,143.75	\$	691,444.45						
Shaw Brothers	\$	263,082.50	\$	358,700.00	\$	621,782.50						

#### **Bid Results Tabulation**

JN: 3769.03

Project: 2022 CIP Paving + Street Rehabilitation

Client: Town of Casco Date: Thursday, April 7, 2022 Location: Casco Community Ctr. - 2PM

		ROADWAY BID		Appa	rent l	Low Bidder									
ROADWAT BID					Glidden			Crooker			All States			Shaw Brothers	
Item No.	Unit	Description	Quantity	Bid Unit Price		Bid Amount	Bid	Unit Price	Bid Amount	Bid Unit Pric	е	Bid Amount	Bid Unit Price	Bid Amount	
304.15	CY	Aggregate Base - Type A Gravel	120	\$ 6	0.00	\$ 7,200.00	\$	120.00	\$ 14,400.00	\$ 1	31.25	\$ 15,750.00	\$ 65.00	\$ 7,800.00	
307.331	SY	Full Depth Recycled Pavement	7350	\$	3.70	\$ 27,195.00	\$	4.45	\$ 32,707.50	\$	3.25	\$ 23,887.50	\$ 4.00	\$ 29,400.00	
403.207	TON	Hot Mix Asphalt, 19mm	520	\$ 8	8.00	\$ 45,760.00	\$	98.00	\$ 50,960.00	\$	89.90	\$ 46,748.00	\$ 98.00	\$ 50,960.00	
403.210	TON	Hot Mix Asphalt, 9.5mm, Wearing Course Overlay	750	\$ 9	0.00	\$ 67,500.00	\$	115.00	\$ 86,250.00	\$	99.00	\$ 74,250.00	\$ 98.00	\$ 73,500.00	
403.211	TON	Hot Mix Asphalt, 9.5mm, Shimming	390	\$ 10	2.00	\$ 39,780.00	\$	115.00	\$ 44,850.00	\$ 1	05.00	\$ 40,950.00	\$ 110.00	\$ 42,900.00	
408.02	SY	Localized Street Repairs	20	\$ 9	5.00	\$ 1,900.00	\$	250.00	\$ 5,000.00	\$ 2	36.75	\$ 4,735.00	\$ 150.00	\$ 3,000.00	
608.56	SY	Drive Apron Adjustment	160	\$ 6	5.00	\$ 10,400.00	\$	110.00	\$ 17,600.00	\$ 1	19.25	\$ 19,080.00	\$ 40.00	\$ 6,400.00	
627.713	LF	White or Yellow Pavement Marking Line	5550	\$	0.50	\$ 2,775.00	\$	0.50	\$ 2,775.00	\$	0.20	\$ 1,110.00	\$ 0.35	\$ 1,942.50	
652.39	LS	Work Zone Traffic Control	1	\$ 9,50	0.00	\$ 9,500.00	\$	10,000.00	\$ 10,000.00	\$ 21,5	67.95	\$ 21,567.95	\$ 22,180.00	\$ 22,180.00	
659.10	LS	Mobilization	1	\$ 23,74	0.00	\$ 23,740.00	\$	25,000.00	\$ 25,000.00	\$ 21,2	22.25	\$ 21,222.25	\$ 25,000.00	\$ 25,000.00	
	•	Sub-Total ROADWAY BID	•			\$ 235,750.00			\$ 289,542.50			\$ 269,300.70		\$ 263,082.50	

		DRAINAGE BID												
DIVAINAGE BID					Glidden			C		All	States	Shaw Brothers		
Item No.	Unit	Description	Quantity	Bid Unit Pric	ce	Bid Amount	Bid	Jnit Price	Bid Amount	Bid Unit Price		Bid Amount	Bid Unit Price	Bid Amount
211.30	LF	Clean and Reshape Existing Ditch	6350	\$	9.00	\$ 57,150.00	\$	9.00	\$ 57,150.00	\$	3.80	\$ 55,880.00	\$ 10.00	\$ 63,500.00
211.301	LF	Inslope Ditching	2800	\$	6.00	\$ 16,800.00	\$	6.75	\$ 18,900.00	\$	3.80	\$ 24,640.00	\$ 8.00	\$ 22,400.00
304.15	CY	Aggregate Base - Type A Gravel	120	\$	60.00	\$ 7,200.00	\$	120.00	\$ 14,400.00	\$ 11	0.00	\$ 13,200.00	\$ 65.00	\$ 7,800.00
603.169	LF	15 Inch Culvert Pipe Option III	810	\$	65.00	\$ 52,650.00	\$	95.00	\$ 76,950.00	\$ 13	7.50	\$ 111,375.00	\$ 100.00	\$ 81,000.00
608.56	SY	Drive Apron Adjustment	400	\$	65.00	\$ 26,000.00	\$	110.00	\$ 44,000.00	\$ 6	).50	\$ 24,200.00	\$ 40.00	\$ 16,000.00
610.08	CY	Plain Rip Rap	500	\$	75.00	\$ 37,500.00	\$	85.00	\$ 42,500.00	\$ 14	3.50	\$ 74,250.00	\$ 150.00	\$ 75,000.00
615.07	CY	Loam	400	\$	75.00	\$ 30,000.00	\$	72.00	\$ 28,800.00	\$ 9	3.50	\$ 37,400.00	\$ 65.00	\$ 26,000.00
652.39	LS	Work Zone Traffic Control	1	\$ 30,9	973.00	\$ 30,973.00	\$	30,000.00	\$ 30,000.00	\$ 23,72	3.75	\$ 23,723.75	\$ 33,000.00	\$ 33,000.00
656.75	LS	Temporary Soil Erosion and Water Pollution Control	1	\$ 2,!	500.00	\$ 2,500.00	\$	15,000.00	\$ 15,000.00	\$ 35,00	0.00	\$ 35,000.00	\$ 4,000.00	\$ 4,000.00
659.10	LS	Mobilization	1	\$ 18,6	620.00	\$ 18,620.00	\$	30,000.00	\$ 30,000.00	\$ 46,75	0.00	\$ 46,750.00	\$ 30,000.00	\$ 30,000.00
	•	Sub-Total DRAINAGE BID				\$ 279,393.00			\$ 357,700.00			\$ 446,418.75		\$ 358,700.00

Combined Total	\$ 515,143.00	\$ 647,242.50	\$ 715,719.45	\$ 621,782.50
	-			
Addendum #1	Yes	Yes	Yes	Yes
Authorization	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes

Appears to be mathematical error in bid

# WARRANT AND NOTICE OF ELECTION CALLING MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 61 BUDGET VALIDATION REFERENDUM (20-A M.R.S § 1486)

TO: Angela Stover, a resident of Maine School Administrative District No. 61 (the "District") composed of the Towns of Bridgton, Casco and Naples, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the District, namely the Towns of Bridgton, Casco and Naples, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

## TOWN OF CASCO DISTRICT BUDGET VALIDATION REFERENDUM WARRANT AND NOTICE OF ELECTION

Cumberland County, ss.

State of Maine

TO: Julie Koceika, Resident of Casco: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

**TO THE VOTERS OF CASCO:** You are hereby notified that a District budget validation referendum election will be held at the Crooked River Elementary School, 1437 Poland Spring Road, in the Town of Casco on Tuesday, May 24, 2022, for the purpose of determining the following articles:

Article 1A: To elect a moderator to preside at said meeting.

Article 1: Do you favor approving the Maine School Administrative District No. 61 budget for the upcoming school year that was adopted at the latest District budget meeting?

Article 2: Do you wish to continue the budget validation referendum process in Maine School Administrative District No. 61 for an additional three years?

#### **INFORMATIONAL NOTE ON ARTICLE 2:**

A "YES" vote will require Maine School Administrative District No. 61 to continue to conduct a Referendum to validate its annual school budget for the next three years.

The voting on the forgoing except Article 1A shall be by secret ballot referendum. The polls must be opened immediately after election of the moderator at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, April 4, 2022, at	Naples, Maine
Child Show	Janice & Buter
yangleus	Shawe Lucy
56-3	generale Danistrain
Deba C. ALL	hee Bearse
Bell & Charl	
Karlas Cranomlyphy	
A majority of the School Board of Maine School	Administrative District No. 61
A true copy of the Warrant and Notice of	
Election, attest:	Angela Stover, Resident of
	Maine School Administrative District No. 61
Countersigned this day of	, 2022 at Casco, Maine
A majority of the municipal officers of Casco, M	laine
A true copy of the Warrant and Notice of Election attest:	
	Penny Bean, Town Clerk Casco, Maine
	www.y.trimitiv

#### **RETURN**

Cumberland County, ss. State of Maine		
TO: The School Board	of Maine School A	dministrative District No. 61, 2022
Clerk of Casco, an attested	l copy of this warra Maine School Adr	lection, directed to me, I have served in hand upon the Town and notice of election, directing the municipal officers of ninistrative District No. 61 budget validation referendum at tated.  Angela Stover, Resident of Maine School Administrative District No. 61  RETURN
Cumberland County, ss.		State of Maine
TO: To the municipal o	fficers of the Towr	of Casco
	o. 61 budget valida	Town of Casco of the time and the place of the Maine School ation referendum by posting an attested copy of the within
<u>DATE</u>	TIME	LOCATION OF POSTING
being public and conspict election day.	uous places in said	I municipality and being at least seven days next prior to
Dated at Casco, Maine:		, 2022.
		Julie Koceika Resident

Julie Koceika, Resident Casco, Maine

## WARRANT AND NOTICE OF ELECTION TO CALL MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 61 REFERENDUM (20-A M.R.S. §§ 1501-04)

TO: Angela Stover, a resident of Maine School Administrative District No. 61, composed of the Towns of Bridgton, Casco, and Naples, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within Maine School Administrative District No. 61, namely, the Towns of Bridgton, Casco, and Naples, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

## TOWN OF CASCO MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 61 REFERENDUM WARRANT AND NOTICE OF ELECTION

Cumberland County, ss.

State of Maine

TO: Julie Koceika, Resident of the Town of Casco: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF THE TOWN OF CASCO: You are hereby notified that a Maine School Administrative District No. 61 referendum election will be held at Crooked River Elementary School, 1437 Poland Spring Road in the Town of Casco at 8:00 A.M. on Tuesday, May 24, 2022 for the purpose of determining the following articles:

Article 1A: To choose a moderator to preside at said meeting.

Article 1:

Do you favor authorizing the School Board of Maine School Administrative District No. 61 (the "District") to issue bonds and other evidences of indebtedness in the name of the District in an amount not to exceed \$744,950 through the State of Maine's zero interest rate/loan forgiveness School Revolving Renovation Fund Program for Priority 1 Health, Safety and Compliance renovations, repairs, and improvements to Lake Region High School (including asbestos mitigation and ADA accessibility), Lake Region Middle School (including indoor air quality and ADA accessibility), and Stevens Brook Elementary School (including ADA accessibility and other life safety) (collectively, the "Project")?

- A. Zero Interest/Loan Forgiveness Program: The Maine Department of Education has approved the District for loans in the amount of \$744,950 through the State's zero interest rate/loan forgiveness School Revolving Renovation Fund Program for the Project.
- B. <u>Loan Forgiveness</u>: The Maine Department of Education will forgive 30% (up to an estimated \$223,485) of the total approved loan amounts.

C. Interest Free Loan. The District will be obligated to repay approximately 70% (up to an estimated \$521,465) of the total approved loan amount over a tenyear term. The State of Maine has agreed to lend these funds and to permit repayment at zero interest.

The voting on Article 1 shall be by secret ballot referendum. The polls will be opened immediately after the election of the Moderator following commencement of the meeting at 8:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote, and to accept new enrollments.

A person who is not registered as a voter may not vote in any election. Given under our hand this day, April 20, 2022 at Bridgton, Maine. A majority of the School Board of Maine School Administrative District No. 61 A true copy of the Warrant and Notice of Election, attest: Angela Stover Resident of Maine School Administrative District No. 61 Countersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the Town of Casco, Maine. A majority of the municipal officers of the Town of Casco A true copy of the Warrant and Notice of Election, attest: Penny Bean, Municipal Clerk

Town of Casco

#### **RETURN**

Cumberland Coun	ty, ss.	State of Maine										
TO: The Schoo	The School Board of Maine School Administrative District No. 61											
the municipal cler directing the mur	k of the Town of Casco, a nicipal officers of said r	f election, directed to me, I have served in hand upon an attested copy of this warrant and notice of election, nunicipality to call a Maine School Administrative place and for the purposes therein stated.  Angela Stover Resident of Maine School Administrative District No. 61										
		RETURN										
Cumberland Coun	ty, ss.	State of Maine										
TO: The munic	ipal officers of the Town	of Casco										
School Administr		ne Town of Casco of the time and place of the Maine ferendum by posting an attested copy of the within										
<u>DATE</u>	TIME	LOCATION OF POSTING										
being public and o	onspicuous places in said	I municipality and being at least seven days next prior										
Dated at the Town	of Casco:	, 2022										
		Julie Koceika, Resident Town of Casco, Maine										

#### § 215-2.1 Word usage and definitions.

#### ADULT USE MARIJUANA CULTIVATION FACILITY

A "cultivation facility," as that term is defined in 28-B M.R.S. § 102(13), as may be amended or recodified.

#### ADULT USE MARIJUANA STORE

A "marijuana store," as that term is defined in 28-B M.R.S. § 102(34), as may be amended or recodified.

#### LICENSED DAYCARE

A "child care facility," as that term is defined in 22 M.R.S. § 8301-A(1-A)(B), as may be amended or recodified.

#### MARIJUANA ESTABLISHMENT

An "adult use marijuana cultivation facility," a "medical marijuana registered dispensary," or an "adult use marijuana store," as those terms are defined in this Section. The term "marijuana establishment," does not include a medical marijuana caregiver.

#### **MARIJUANA**

"Marijuana," as that term is defined in 28-B M.R.S. § 102(27), as may be amended or recodified.

#### MARIJUANA CULTIVATION AREA

"Cultivation area," as that term is defined in 22 M.R.S. § 2422(3), as may be amended or recodified.

#### MARIJUANA PARAPHERNALIA

Equipment, products and materials of any kind that are used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, packaging, repackaging, storing, containing, or concealing marijuana.

#### MARIJUANA PRODUCT

A "marijuana product," as defined in 22 M.R.S. § 2422(4-L), as may be amended or recodified; provided, however, that when used in the context of this Chapter, a "marijuana product" may refer to both a product containing marijuana intended for adult use and a product containing marijuana intended for medical use, all as defined in and regulated by State law.

#### MEDICAL MARIJUANA CAREGIVER

A "caregiver," as that term is defined in 22 M.R.S. § 2422(8-A), as may be amended or recodified.

#### MEDICAL MARLJUANA REGISTERED DISPENSARY

A "registered dispensary," as that term is defined in 22 M.R.S. § 2422(6), as may be amended or recodified.

#### **PLANT CANOPY**

"Plant canopy," as that term is defined in 28-B M.R.S. § 102(41), as may be amended or recodified.

#### **SCHOOL**

A "public school," as defined in 20-A M.R.S. § 1(24), a "private school," as defined in 20-A M.R.S. § 1(22), or a "public preschool program," as defined in 20-A M.R.S. § 1(23-A), all as may be amended.

#### SENSITIVE USE

A school, a licensed daycare, a dwelling unit, or another marijuana establishment. Setback requirements pertaining to sensitive uses are more particularly defined in § 215-5.18(C).

#### § 215-4.5 Village District (V)

- B. Permitted uses.
  - **2.** The following uses require site plan review:
    - (t) Adult use marijuana cultivation facility.

#### § 215-4.7 Commercial District (C)

- C. Permitted uses.
  - **2.** The following uses require site plan review:
    - (jj) Marijuana establishment.

#### § 215-5.18 Marijuana establishments.

### A. Applicability; Local Limitation on Number and Size of Marijuana Establishments; Prohibition on All Others

- 1. <u>Applicability</u>. This Section applies to any marijuana establishment located or proposed to be located wholly or partially within the geographic boundaries of the Town. Any application for a marijuana establishment, including any proposed amendments to a previously authorized marijuana establishment, requires site plan review and approval by the Planning Board, consistent with § 215-7.2(A)(8) of the Code.
- 2. Limitation on Number of Medical Marijuana Registered Dispensaries and Adult Use Marijuana Stores. The following limits to the number of medical marijuana dispensaries and adult use marijuana stores shall apply. The following limits apply on a first-come, first-served basis. For purposes of this Chapter, a medical marijuana registered dispensary and/or an adult use marijuana store shall be considered established and operating when a building permit has been issued by the Code Enforcement Officer. A medical marijuana registered dispensary or an adult use marijuana store that has failed, in the determination of the Code Enforcement Officer, to conduct or carry on business as permitted by this Chapter for a period of six (6) consecutive months, shall be presumed abandoned. The operator of a medical marijuana registered dispensary and/or an adult use marijuana store shall be given notice of such presumption and unless the operator is able to rebut the presumption within a reasonable period of time, a new medical marijuana registered dispensary and/or a new adult-use marijuana store shall be allowed to apply for approvals necessary to begin operation, on a first-come, first served basis.
  - (a) <u>Medical Marijuana Registered Dispensary</u>: no more than one (1) medical marijuana registered dispensary shall be issued a certificate of occupancy to operate within the Town at any one time.

- (b) <u>Adult Use Marijuana Store</u>: no more than two (2) adult use marijuana stores shall be issued a certificate of occupancy to operate within the Town at any one time.
- 3. Limitation on Canopy Size of Adult Use Marijuana Cultivation Facilities.
  - (a) No adult use marijuana cultivation facility may be licensed as a "Tier 4 Cultivation Facility," by the State of Maine Office of Marijuana Policy, as is more particularly defined in 28-B M.R.S. § 301(4), as may be amended or recodified.
  - (b) No adult use marijuana cultivation facility operating within the Town may allow for the cultivation of more than 7,000 square feet of total plant canopy at any one time.
- 4. <u>Marijuana Businesses Not Expressly Allowed Are Prohibited</u>. The Town of Casco has not "opted-in" or otherwise permitted the following types of marijuana businesses to operate within the Town, and the operation of the same is expressly prohibited:
  - (a) Adult-use marijuana "testing facility," as defined in 28-B M.R.S. § 102(54), as many be amended or recodified;
  - (b) Adult-use marijuana "products manufacturing facility," as defined in 28-B M.R.S. § 102(43), as may be amended or recodified;
  - (c) Medical "marijuana testing facility," as defined in 22 M.R.S. §2422(5-C), as may be amended or recodified;
  - (d) Medical marijuana "manufacturing facility," as defined in 22 M.R.S. §2422(4-R), as may be amended or recodified; or
  - (e) Medical marijuana "caregiver retail store," as defined in 22 M.R.S. § 2422(1-F), as may be amended or recodified.
- B. **Application Submission Requirements.** An application for a building permit for a marijuana establishment must include the following:
  - 1. Documentation of any required state approvals connected with the marijuana establishment, including the licensing or registration of entities engaged in such operation.
  - 2. Proposed hours of operation for the marijuana establishment.
  - 3. Property and building security plans must be submitted to the Code Enforcement Officer at the time of filing a site plan application. If the site plan application is approved, the applicant must also submit amendments, if any, to such security plans to the Code Enforcement Officer and the Cumberland County Sheriff's Officer at the time such amendments are made.
  - 4. Written statements, maps, and other documentation addressing each of the additional review criteria set forth in subsection C, below. At minimum, such documentation must include:
    - (a) A drawn-to-scale map of all lots within 1,000 feet of the lot lines of the site on which the marijuana establishment is proposed to be located. The

- map must identify the location of any of the sensitive uses identified in subsections C.1, C.2, and C.3, below.
- (b) Statements that the marijuana establishment will be operated from a permanent, indoor location; will not allow for the outdoor cultivation of marijuana; will not have drive-through or drive-up facilities of any type; and will not display marijuana, marijuana products, or marijuana paraphernalia so as to be visible from outside of the premises.
- (c) Documentation evidencing compliance with the security and police services impacts criteria in subsection C.6.
- (d) A detailed odor and emissions control plan describing and documenting the equipment, practices, and technologies proposed to be used to control odors and emissions in accordance with subsection C.8.
- (e) An operations plan for proper disposal of marijuana, marijuana products, and related by-products in accordance with State law.
- (f) For any proposed marijuana cultivation area, the proposed plant canopy size and the location of the marijuana cultivation area in relation to the remainder of the structure containing the marijuana establishment.
- (g) Illustrations and graphics of all proposed signage and advertising associated with the marijuana establishment.
- (h) Evidence of compliance with state and local labeling and packaging laws and rules for marijuana and marijuana products.
- (i) Plans for the storage of goods in a secure area and documentation evidencing that the goods will not be prepared, produced, or assembled so as to appeal to persons under 21 years of age.
- C. **Additional Review Criteria.** In addition to the general review criteria in § 215-5.1 of this Code, a marijuana establishment must comply with the following review criteria:
  - 1. <u>Setbacks from Licensed Daycares and Schools</u>. No marijuana establishment may be located within 1,000 feet of any pre-existing licensed daycare or school, as defined in §215-2.1.
    - (a) The distances established in this subsection C.1 must be measured from the primary entrance of the marijuana establishment to the primary entrance of the licensed daycare or school, as measured along street lines.
    - (b) A marijuana establishment may continue to operate in its present location as a pre-existing use if a licensed daycare or school later locates within the 1,000-foot setback area, but the marijuana establishment does so at its own risk and Town-issued permits or approvals provide no protection or indemnification against enforcement of federal or other applicable laws that may prohibit operation of a marijuana establishments proximate to such a licensed daycare or school.
  - 2. <u>Setbacks from Pre-Existing Dwelling Units</u>. The primary entrance of any marijuana establishment may not be sited fewer than 300 feet, as measured along street lines, from the primary entrance of an existing dwelling unit.

- 3. <u>Setbacks from Other Marijuana Establishments</u>. The primary entrance of a structure containing a marijuana establishment may not be located within 2,000 feet of the primary entrance of another marijuana establishment, as measured along street lines.
- 4. A marijuana establishment must be operated from a permanent, indoor location; must remain in its approved location; and may not operate as a mobile establishment or operation.
- 5. <u>No Drive-Throughs</u>. Marijuana establishments are prohibited from having drive-through or drive-up facilities of any type.
- 6. <u>Security, Impact on Local Public Safety Services</u>. The owner or operator of a marijuana establishment must:
  - (a) Install security surveillance cameras, recording and operating 24 hours a day, seven days a week, to monitor all entrances and the exterior of the premises to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises. All video surveillance recordings must be retained for a minimum of 15 business days. Upon request, the security recordings must be made available to the Town of Casco or the Cumberland County Sheriff's Office.
  - (b) Provide the Code Enforcement Officer and Cumberland County Sheriff's Office with the name and functioning telephone number of a 24-hour oncall staff person to whom notice of any operating problems associated with the marijuana establishment may be given, and must keep the name and contact information updated.
  - (c) Maintain and provide, upon request, all property and building security plans to the Code Enforcement Officer.
  - (d) Install door and window intrusion robbery and burglary alarm systems with audible and notification components that are professionally monitored and maintained in good working condition.
  - (e) Maintain a locking safe or its functional equivalent permanently affixed to the premises that is suitable for storage of all marijuana, including marijuana products, and cash stored overnight on the premises. A "functional equivalent" may include the provision of secure and restricted access to indoor spaces housing plant canopy, immature marijuana plants, or seedlings.
- 7. <u>Display</u>. No marijuana, marijuana products, or marijuana paraphernalia may be displayed or kept so as to be visible from outside of the premises of the marijuana establishment.
- 8. <u>Control of Odors, Emissions, and Trash.</u>
  - (a) The odor of marijuana must not be perceptible at or beyond the property boundary lines of any property upon which a marijuana establishment is located.
  - (b) Adequate provision must be made to prevent smoke, debris, dust, fluids, and other noxious gases, fumes, and substances from exiting a marijuana

- establishment at all times. All such substances must be controlled and disposed of in a safe, sanitary, and secure manner.
- (c) A marijuana establishment must have in place an operations plan for the disposal of marijuana, marijuana products, and related by-products in a safe, sanitary, and secure manner and in accordance with all applicable laws and regulations.
- (d) Dumpsters and trash containers must not be overflowing, and the surrounding area must be kept free of litter and trash. All dumpsters and containers must be screened from public view. All trash receptacles on the premises of a marijuana establishment that are used to discard marijuana and marijuana products must have a metal cover or lid that is locked at all times, and the disposal of all marijuana waste must be in compliance with all applicable State laws and regulations.
- 9. <u>Marijuana Cultivation Areas</u>. Outdoor cultivation of marijuana associated with any marijuana establishment is prohibited.
- 10. <u>Signage and Advertising</u>. All signage and advertising associated with a marijuana establishment must comply with the requirements of State law, the applicable requirements of §215-5.28 of this Code and the following additional standards:
  - (a) Use of advertising material that is misleading, deceptive, or false, or that is designed to appeal to a person under 21 years of age is prohibited.
  - (b) Exterior signs may not advertise marijuana strains by name.

#### 11. Labeling, Packaging, and Food Products.

- (a) All medical marijuana (including any medical marijuana products) sold, prepared, produced, or assembled by a marijuana establishment must be packaged and labeled as required by applicable State law and regulations.
- (b) All adult use marijuana (including any adult use marijuana products) sold, prepared, produced, or assembled by a marijuana establishment must be packaged and labeled as required by applicable State laws and regulations.
- (c) No food products may be sold, prepared, produced, or assembled by a marijuana establishment except in compliance with all operating and other requirements of state and local laws and regulations, including food establishment licensing requirements.
- (d) Any goods containing marijuana for human consumption must be stored in a secure area.
- (e) Any goods containing marijuana for human consumption must not be prepared, produced, or assembled so as to make the goods specifically appeal to persons under 21 years of age.

#### 12. Inspections.

(a) The CEO and Fire Chief must inspect every marijuana establishment prior to issuance of a certificate of occupancy by the CEO to verify that the marijuana establishment is constructed and can be operated in accordance with the application submitted, the site plan approval, the requirements of

this Code, local and state building codes, electrical codes, fire codes, and any other applicable life safety codes. No marijuana or marijuana products associated with a marijuana establishment will be allowed on the premises until the inspection is complete and a Certificate of Occupancy has issued.

(b) The CEO and Fire Chief may additionally inspect a marijuana establishment as part of their ordinary duties and responsibilities.

#### § 215-5.19 Medical marijuana caregivers

**A.** The outdoor cultivation of marijuana by a medical marijuana caregiver is strictly prohibited.

#### § 215-7.2 Activities requiring site plan review.

- **A.** Site plan review and approval shall be required for the following activities:
  - (8) Marijuana establishments, as defined in this Chapter.

## Casco Proposed Budget FY23

**EXPENSE COMPARISON** 

		AI ENSE COI					
DEPARTMENTS	APPROVED FY22		SELECTBOARD FY23		_	INCREASE DECREASE	% INCREASE OR DECREASE
Administration	\$	832,990	\$	640,087	\$	(192,903)	-23.16%
Assessing	\$	89,150	\$	88,884	\$	(266)	-0.30%
Legal	\$	30,000	\$	30,000	\$	-	0.00%
Contingency	\$	45,000	\$	35,000	\$	(10,000)	-22.22%
Code Enforcement	\$	169,420	\$	141,805	\$	(27,615)	-16.30%
Planning and Zoning	\$	49,880	\$	6,375	\$	(43,505)	-87.22%
Recreation	\$	178,643	\$	180,260	\$	1,617	0.91%
Parks & Beaches	\$	43,475	\$	15,565	\$	(27,910)	-64.20%
Facilities-CCC, Access Bldgs	\$	142,221	\$	111,012	\$	(31,209)	-21.94%
Cemetaries	\$	6,200	\$	6,200	\$	-	0.00%
Open Space Commission	\$	2,550	\$	2,450	\$	(100)	-3.92%
Veterans/Conservation	\$	2,500	\$	2,500	\$	1	0.00%
Public Assistance	\$	15,000	\$	23,500	\$	8,500	56.67%
Donations	\$	127,136	\$	119,703	\$	(7,433)	-5.85%
Fire Rescue Department	\$	1,060,960	\$	1,024,874	\$	(36,086)	-3.40%
Animal Control	\$	99,572	\$	101,389	\$	1,817	1.82%
EMA	\$	7,965	\$	3,650	\$	(4,315)	-54.17%
Public Works/Roads	\$	1,143,101	\$	894,560	\$	(248,541)	-21.74%
Streetlights	\$	9,500	\$	-	\$	(9,500)	-100.00%
Dams		5,650	\$	5,100	\$	(550)	-9.73%
Benefits & Insurance	\$	32,500	\$	590,652	\$	558,152	1717.39%
Transfer Station Bulky Waste	\$	366,534	\$	363,276	\$	(3,258)	-0.89%
Utilities	\$	1	\$	99,545	\$	99,545	100.00%
TOTAL	\$	4,459,947	\$	4,486,387	\$	26,440	0.59%
Debt Service Budget	\$	319,000	\$	304,000	\$	(15,000)	-4.70%
Capital Expenses	\$	-	\$	220,000	\$	220,000	100.00%
TOTAL EXPENDITURES	\$	4,778,947	\$	5,010,387	\$	231,440	4.84%

TOTAL BUDGET COMPARISON												
		FY 22	SE	LECTBOARD FY23	•	INCREASE DECREASE	% INCREASE OR DECREASE					
Budget	\$	4,778,947	\$	5,010,387	\$	231,440	4.84%					
Revenue	\$	1,985,578	\$	2,109,757	\$	124,179	6.25%					
NET BUDGET	\$	2,793,369	\$	2,900,630	\$	107,261	3.84%					

TAX RATE COMPARISON												
		FY 22	SE	ELECTBOARD FY23	•	INCREASE DECREASE	% INCREASE OR DECREASE					
EXPENDITURES												
Municipal	\$	4,778,947	\$	5,010,387	\$	231,440	4.84%					
County Taxes	\$	485,535	\$	517,458	\$	31,923	6.57%					
School	\$	6,493,390	\$	6,326,285	\$	(167,105)	-2.57%					
Overlay	\$	30,005	\$	30,005	\$	-	0.00%					
Total Expenditures	\$	11,787,877	\$	11,884,135	\$	96,258	0.82%					

REVENUES				
Other	\$ 1,425,578	\$ 1,474,757	\$ 49,179	3.45%
Revenue Sharing	\$ 300,000	\$ 400,000	\$ 100,000	33.33%
Homestead	\$ 205,000	\$ 180,000	\$ (25,000)	-12.20%
BETE Reimbursement.	\$ 55,000	\$ 55,000	\$ -	0.00%
Total Revenues	\$ 1,985,578	\$ 2,109,757	\$ 124,179	6.25%

NET	\$	9,802,299	\$	9,774,378	\$	(27,921)	-0.28%
	-		-		-		

#### **Casco Proposed Budget FY23 EXPENSE COMPARISON APPROVED SELECTBOARD** S INCREASE OR % INCREASE OR **FY22 FY23 DECREASE DECREASE DEPARTMENTS ADMINISTRATION** Payroll \$ 391,443 427,987 \$ 36,544 9.34% \$ Benefits & Insurance \$ 200,397 (200,397)-100.00% Utilities \$ \$ \$ 20,900 (20,900)-100.00% Services \$ 124,650 27,100 21.74% 151,750 \$ \$ 35,000 (35,000)-100.00% Insurance \$ Ś Supplies & Equipment 39,750 41.000 (1,250)-3.05% \$ Repairs & Maintenance 9,000 10,000 \$ 11.11% 1,000 Training & Travel \$ 10.600 Ś 10,600 \$ 0.00% **Administration Subtotals** 832,990 640.087 (192.903)-23.16% **ASSESSING** 9,464 Payroll \$ 9.100 4.00% 364 \$ \$ Benefits & Insurance 700 (700)-100.00% 79,350 \$ \$ Services 79,420 70 0.09% **Assessing Subtotals** 89,150 88,884 (266)-0.30% LEGAL Services \$ \$ 30,000 30,000 \$ 0.00% Ś **Legal Subtotals** 30.000 30.000 Ś 0.00% CONTINGENCY Services 45,000 \$ 35,000 \$ (10,000)-22.22% **Contingency Subtotals** 45.000 35.000 (10.000)-22.22% CODE ENFORCEMENT Payroll \$ \$ 121,819 130,405 8,586 7.05% \$ \$ Benefits & Insurance 38,421 (38,421)-100.00% \$ Utilities \$ Ś 480 (480)-100.00% \$ \$ Services 5,900 \$ 45.76% 8,600 2.700 Ś Training & Travel \$ 2,800 Ś 0.00% 2.800 **Code Enforcement Subtotals** 169,420 141,805 (27,615)-16.30% PLANNING AND ZONING Services 49.400 5.950 (43.450)-87.96% \$ 0.00% Supplies & Equipment 100 100 \$ \$ Training & Travel 380 325 (55)-14.47% Planning & Zoning Subtotals 49,880 (43.505) 6.375 -87.22%

	- 1	APPROVED	SE	LECTBOARD	\$ I	NCREASE OR	% INCREASE OR
DEPARTMENTS		FY22		FY23	1	DECREASE	DECREASE
RECREATION							
Payroll	\$	77,827	\$	115,465	\$	37,638	48.36%
Benefits & Insurance	\$	38,055	\$	-	\$	(38,055)	-100.00%
Utilities	\$	744	\$	-	\$	(744)	-100.00%
Services	\$	2,297	\$	3,050	\$	753	32.78%
Supplies & Equipment	\$	2,700	\$	2,700	\$	-	0.00%
Repairs & Maintenance	\$	11,000	\$	11,000	\$	-	0.00%
Training & Travel	\$	2,450	\$	2,450	\$	-	0.00%
Programs	\$	43,570	\$	45,595	\$	2,025	4.65%
Recreation Subtotals	\$	178,643	\$	180,260	\$	1,617	0.91%
PARKS & BEACHES							
Utilities	\$	3,000	\$	-	\$	(3,000)	-100.00%
Services	\$	9,475	\$	8,565	\$	(910)	-9.60%
Supplies & Equipment	\$	25,000	\$	1,000	\$	(24,000)	-96.00%
Repairs & Maintenance	\$	6,000	\$	6,000	\$	-	0.00%
Parks & Beaches Subtotals	\$	43,475	\$	15,565	\$	(27,910)	-64.20%
FACILITIES-CCC, ACCESS BLDGS							
Payroll	\$	45,802	\$	49,462	\$	3,660	7.99%
Benefits & Insurance	\$	24,959	\$	-	\$	(24,959)	-100.00%
Utilities	\$	16,710	\$	-	\$	(16,710)	-100.00%
Services	\$	26,700	\$	23,500	\$	(3,200)	-11.99%
Supplies & Equipment	\$	9,050	\$	9,050	\$	-	0.00%
Repairs & Maintenance	\$	18,200	\$	28,200	\$	10,000	54.95%
Training & Travel	\$	800	\$	800	\$	-	0.00%
Facilities-CCC, Access Bld Subtotals	\$	142,221	\$	111,012	\$	(31,209)	-21.94%
CEMETARIES							
Services	\$	5,800	\$	5,800	\$	-	0.00%
Supplies & Equipment	\$	400	\$	400	\$	-	0.00%
Cemetaries Subtotals	\$	6,200	\$	6,200	\$		0.00%
OPEN SPACE COMMISSION							
Services	\$	2,400	\$	2,300	\$	(100)	-4.17%
Supplies & Equipment	\$	150	\$	150	\$	-	0.00%
Open Space Commission Subtotals	\$	2,550	\$	2,450	\$	(100)	-3.92%
VETERANS/CONSERVATION							
•	\$	2,500	\$	2,500	\$	-	0.00%
1				-		_	0.00%
Services  Veterans/Conservation Subtotals		2,500 2,500	\$	2,500 2,500	\$	-	

DEPARTMENTS	ı	APPROVED FY22	SE	LECTBOARD FY23	INCREASE OR DECREASE	% INCREASE OR DECREASE
PUBLIC ASSISTANCE						
Services	\$	15,000	\$	23,500	\$ 8,500	56.67%
Public Assistance Subtotals	\$	15,000	\$	23,500	\$ 8,500	56.67%
DONATIONS						
Casco Community Library	\$	77,400	\$	80,317	\$ 2,917	3.77%
Home Health Visiting Nurses	\$	4,500	\$	2,900	\$ (1,600)	-35.56%
Norhtern Light Health	\$	500	\$	750	\$ 250	50.00%
Through These Doors	\$	1,100	\$	1,100	\$ -	0.00%
Tri County Counseling	\$	2,500	\$	-	\$ (2,500)	-100.00%
Opportunity Alliance	\$	5,000	\$	5,000	\$ -	0.00%
Casco Naples Metal Site	\$	3,700	\$	-	\$ (3,700)	-100.00%
Bridgton Lake Chamber of Commerce	\$	1,250	\$	-	\$ (1,250)	-100.00%
Sebago Lakes Region Chamber	\$	250	\$	1,000	\$ 750	300.00%
Lake Region Bus Service	\$	8,500	\$	8,500	\$ -	0.00%
Raymond Casco Historical Society	\$	1,800	\$	-	\$ (1,800)	-100.00%
Life Flight	\$	936	\$	936	\$ -	0.00%
Lake Monitoring Program	\$	1,500	\$	1,500	\$ -	0.00%
Thompson Lake Environmental Assoc.	\$	5,000	\$	2,500	\$ (2,500)	-50.00%
Lea Milfoil Project	\$	5,000	\$	5,000	\$ -	0.00%
Pleasant Lake Parker Pond Assoc.	\$	4,000	\$	4,000	\$ -	0.00%
Maine Public Radio		100	\$	100	\$ -	0.00%
Health Equity Alliance	\$	500	\$	-	\$ (500)	-100.00%
Local Food Pantries		3,600	\$	3,600	\$ -	0.00%
Crocked River Snowmobile Club	\$	-	\$	1,500	\$ 1,500	100.00%
Cresent Lake Watershed Association	\$	-	\$	1,000	\$ 1,000	100.00%
Dontaions Subtotals	\$	127,136	\$	119,703	\$ (7,433)	-5.85%

DEPARTMENTS	APPROVED SELECTBO			•	NCREASE OR DECREASE	% INCREASE OR DECREASE	
FIRE RESCUE DEPARTMENT							
Payroll	\$	629,600	\$	751,451	\$	121,851	19.35%
Benefits & Insurance	\$	170,723	\$	-	\$	(170,723)	-100.00%
Utilities	•	34,140	\$	-	\$	(34,140)	-100.00%
Services	\$	94,113	\$	98,098	\$	3,985	4.23%
Supplies & Equipment	\$	72,314	\$	98,300	\$	25,986	35.93%
Repairs & Maintenance		45,500	\$	60,250	\$	14,750	32.42%
5	\$	14,570	\$	16,775	\$	2,205	15.13%
Fire Rescue Deptarment Subtotals	<b>\$</b>	1,060,960	<b>\$</b>	1,024,874	<b>\$</b>	(36,086)	-3.40%
ANIMAL CONTROL							
Payroll	\$	45,520	\$	45,877	\$	357	0.78%
Benefits & Insurance	\$	33,072	\$	33,816	\$	744	2.25%
Utilities	\$	828	\$	828	\$	-	0.00%
Services	\$	5,352	\$	7,368	\$	2,016	37.67%
Supplies & Equipment	\$	12,500	\$	7,700	\$	(4,800)	-38.40%
Repairs & Maintenance	\$	1,000	\$	3,000	\$	2,000	200.00%
Training & Travel	\$	1,300	\$	2,800	\$	1,500	115.38%
Animal Control Subtotals	\$	99,572	\$	101,389	\$	1,817	1.82%
EMA							
Payroll	\$	2,750	\$	-	\$	(2,750)	-100.00%
Benefits & Insurance	\$	250	\$	-	\$	(250)	-100.00%
Services		-	\$	-	\$	-	0.00%
Supplies & Equipment	\$	4,485	\$	2,900	\$	(1,585)	-35.34%
Training & Travel	\$	480	\$	750	\$	270	56.25%
EMA Subtotals	\$	7,965	\$	3,650	\$	(4,315)	-54.17%
PUBLIC WORKS/ROADS							
Payroll	\$	72,000	\$	109,760	\$	37,760	52.44%
Benefits & Insurance	\$	34,801	\$	-	\$	(34,801)	-100.00%
Utilities	\$	3,200	\$	_	\$	(3,200)	-100.00%
Services	\$	812,600	\$	562,600	\$	(250,000)	-30.77%
Supplies & Equipment	\$	213,000	\$	205,500	\$	(7,500)	-3.52%
Repairs & Maintenance	_	5,000	\$	14,000	\$	9,000	180.00%
Training & Travel		2,500	\$	2,700	\$	200	8.00%
				-			
Public Works/Roads Subtotals	Ş	1,143,101	\$	894,560	\$	(248,541)	-21.74%
STREETLIGHTS							ī
Utilities		9,500	\$	-	\$	(9,500)	-100.00%
Streetlight Subtotals	\$	9,500	\$	-	\$	(9,500)	-100.00%

DEPARTMENTS	,	APPROVED FY22	SE	LECTBOARD FY23	\$ INCREASE OR DECREASE	% INCREASE OR DECREASE
DAMS						
Payroll	\$	400	\$	-	\$ (400)	-100.00%
Services	\$	5,000	\$	5,000	\$ -	0.00%
Repairs & Maintenance	\$	100	\$	100	\$ -	0.00%
Training & Travel	\$	150	\$	-	\$ (150)	-100.00%
Dams Subtotals	\$	5,650	\$	5,100	\$ (550)	-9.73%
BENEFITS & INSURANCE						
Benefits & Insurance	\$	-	\$	555,152	\$ 555,152	100.00%
Other Insurance	\$	32,500	\$	35,500	\$ 3,000	9.23%
Benefit & Insurance Subtotals	\$	32,500	\$	590,652	\$ 558,152	1717.39%
TRANSFER STATION/BULKY WASTE						
Services	\$	366,534	\$	363,276	\$ (3,258)	-0.89%
Transfer Station Bulky Waste Subtotals	\$	366,534	\$	363,276	\$ (3,258)	-0.89%
UTILITIES						
Utilities	\$	-	\$	99,545	\$ 99,545	100.00%
Utilities Subtotals	\$	-	\$	99,545	\$ 99,545	100.00%
TOTAL	\$	4,459,947	\$	4,486,387	\$ 26,440	0.59%
OVE	RA	LL EXPEND	ITL	JRES		
Operational Budget	\$	4,459,947	\$	4,486,387	\$ 26,440	0.59%
Debt Service	-	319,000	\$	304,000	\$ (15,000)	-4.70%
Capital Expenses	\$	-	\$	220,000	\$ 220,000	100.00%
TOTAL EXPENDITURES	\$	4,778,947	\$	5,010,387	\$ 231,440	4.84%

TOTAL BUDGET COMPARISON										
	A	APPROVED					% INCREASE OR			
		FY22		FY23	L	DECREASE	DECREASE			
Budget	\$	4,778,947	\$	5,010,387	\$	231,440	4.84%			
Revenue	\$	1,985,578	\$	2,109,757	\$	124,179	6.25%			
NET TOTAL	\$	2,793,369	\$	2,900,630	\$	107,261	3.84%			

TAX RATE COMPARISON										
EXPENDITURES										
Town of Casco	\$	4,778,947	\$	5,010,387	\$	231,440	4.84%			
Cumberland County	\$	485,535.00	\$	517,458	\$	31,923	6.57%			
MSAD 61	\$	6,493,390	\$	6,326,285	\$	(167,105)	-2.57%			
Overlay	\$	30,005	\$	30,005	\$	-	0.00%			
TOTAL	\$	11,787,877	\$	11,884,135	\$	96,258	0.82%			
REVENUES										
Other Revenue	\$	1,425,578	\$	1,474,757	\$	49,179	3.45%			
Revenue Sharing	\$	300,000	\$	400,000			33.33%			
Homestead Reimbursement	\$	205,000	\$	180,000	\$	(25,000)	-12.20%			
BETE Reimbursement	\$	55,000	\$	55,000	\$	-	0.00%			
TOTAL	\$	1,985,578	\$	2,109,757	\$	124,179	6.25%			
NET	\$	9,802,299	\$	9,774,378	\$	(27,921)	-0.28%			