



TOWN OF BRUNSWICK  
STAFF REVIEW COMMITTEE

STAFF REVIEW COMMITTEE  
- REVISED AGENDA -  
BRUNSWICK TOWN HALL  
85 UNION STREET  
ROOM 206

WEDNESDAY, March 23, 2016, 10:00 A.M.

1. **Case # 16-007 New England Tent and Awning Washing Facility:** The Committee will review and take action on a **Final Plan Minor Development Review** application submitted by New England Tent and Awning, c/o David S. Norton, to construct a 3,000-square foot tent washing building and approximately 143-square feet of new pavement, located in the **BNAS Reuse District; Land Use District Business and Technology Industries (R-B&TI) Zoning District (Map 40, Lot 81).**
2. **Case #16-010 Beacon Ridge Subdivision:** The Committee will review and provide a recommendation to the Planning Board on a **Sketch Plan Major Development Review** application submitted by authorized representatives of Ecopath Developers, LLC, to construct a 2,175 linear foot access road for a single family residential subdivision comprised of six (6) lots. The proposed subdivision is the first phase of a four (4) phase development that results in the creation of up to 35 residential lots, located in the **R6 (Cook's Corner Neighborhood); Cooks Corner Zoning District; Natural Resource Protection Zone (NRPZ) (Map 42, Lot 16).**
3. **Other Business**
4. **Adjourn**

*Revised on 3/18/16 to add agenda item #2.*

This agenda is mailed to owners of property within 200 feet of proposed development sites. In cases where Committee action is pending this agenda serves as notice of same. In cases where the Committee's role is to advise the Planning Board, this agenda is mailed as a courtesy along with notice of the Planning Board Meeting.

The Staff Review Committee meeting is open to the public. All are invited to attend and participate. For further information call Jared Woolston at the Brunswick Department of Planning and Development (725-6660).

**MINOR DEVELOPMENT REVIEW  
APPLICATION**

1. Project Name: Tent & Awning Wash and Drying Building

2. Project Applicant

Name: New England Tent & Awning  
Address: 111 Onondaga Street  
Brunswick, ME  
Phone Number: 207-725-2322

3. Authorized Representative

Name: David S. Norton  
Address: \_\_\_\_\_  
Phone Number: 725-2322 272 3043

4. List of Design Consultants. Indicate the registration number, address and phone number of any engineer, surveyor, architect, landscape architect or planner used:

1. Wright Pierce / Jan Wiegman 725-8724
2. Titcomb Assoc / David Titcomb 433-9699
3. Mohr & Strickland Landscape

5. Physical location of property being affected: Lot #45 Brunswick Landing

6. Lot Size: .87 AC +/-

7. Zoning District: Brunswick Landg Sub Division / Phase II

8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?

MERR / Lots 46 & 47

9. Assessor's Tax Map \_\_\_\_\_ Lot Number 45 of subject property.

10. Brief description of proposed use: Construct 50x65 Building on a slab  
this building will have a tent washer, including  
exhaust fan. This building will be setup to hang 1 tender

11. Describe specific physical improvements to be done: \_\_\_\_\_

Owner Signature: David S. Norton

Applicant Signature (if different): \_\_\_\_\_

**Required Attachments (by Applicant):**

- Final Plan Check List
- Final Plan Check List Addendum for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Final Plan

**Required Attachment (by Planning and Development Department):**

- Listing of all owners of property within 200-foot radius of property under review.

# FINAL PLAN REQUIREMENTS

Key: "O" = omit; "S" = submit; "NA" = not applicable; "W" = waiver; "P" = pending

Item	O	S	NA	W	P	Comments
Scale, date, north point, area, number of lots (if subdivision)		X				Site Plan
Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.		X				Site Plan
Certification by a professional land surveyor that the land has been surveyed and the boundaries established in accordance with the State of Maine Board of Licensure for Professional Surveyors standards for Category 1 (Standard Boundary Survey), conditions 1, 2, or 3.		X				Site Plan surveyed by Titcomb Assoc.
Existing zoning district and overlay designation.			X			
Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.		X				On the application
Names of current owner(s) of subject parcel and abutting parcels.		X				MARRA / On the app
Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of 1" equals 50' and vertical scale of 1 inch equals 5 feet, with all elevations referred to in U.S.G.S. datum.		X				Over sub division plan
A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.		X				On sub division of letter from MARRA
Existing and proposed easements associated with the development.		X				Quitclaim Deal Language of map
Kind, location, profile and cross-section of all proposed drainage facilities, both within the development and outside of it, and a storm-water management plan which includes the submission requirements listed in the storm-water management checklist available in the Planning Department.		X				Wright Pierce language & plan
Location of features, natural and artificial, affecting the development, such as water bodies, wetlands, streams, vegetation, rail-roads, ditches and buildings.		X				Sub Division Plan

Wright Pierce  
Sub Division  
Plan

Surveyed  
by Titcomb  
Assoc.

Letter from  
MARRA

Language of  
map

Water  
Electric  
Sewer

Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.		X				On site plan
Existing and proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability.			X			
Topography with counter intervals of not more than 2 feet.		X				Site plan
A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.		X				Language on Sub Division plan
Location of all existing trees over 10 inches in diameter, locations of tree stands, and a plan showing all trees to removed as a result of the development proposal.		X				On site plan
Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site.		X				Shown on building elevation drawings
Existing locations and proposed locations, widths and profiles of sidewalks.			X			
Location map.		X				Color aerial view
Approximate locations and dimensions of proposed parking areas.		X				Site plan
Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.			X			
Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization.		X				Wright Piece Storm water plan
Reference to special conditions stipulated by the Planning Board, with conditions either set forth in full or on the plan or identified as specific documents filed with the Board.			X			
A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.		X				Wright Piece Sub Division plan
Dedicated public open specs, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.			X			

An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.		X				Wright Pierce	Plan
A statement from the Brunswick-Topsham Water District of conditions under which water will be provided.		X				Letter from MERRA	
A statement from the Brunswick-Topsham Water District of its review and comments on the proposed use if the project involves development within the Aquifer Protection Zone.		X				Letter from MERRA	
A Statement from the Fire Chief recommending the number, size, and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken.		X				Email from Jeff Emery	
A statement from the Superintendent of the Brunswick Sewer District of the conditions under which the Sewer District will provide sewerage disposal service and approval of the sanitary sewers proposed within the development.		X				Letter from MERRA	
Where a septic system is to be used, evidence of soil suitability.			X				
All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.		X	X				
A plan of all buildings with new construction or expansion of an existing facility, including type, size, and footprint, floor layout, setback, elevation of first floor slab, storage, and loading areas.		X				Grading & Grading Language	
An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, and signage.		X				Grading & Grading Plan	
A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems.		X				Letter from MERRA	
The size and proposed location of water supply and sewage disposal systems and provision for future expansion of those systems.		X				Site plan	
A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, location and purpose and type of vegetation.		X				Moore & Sevedin Landscape Architects Plan	

**FINAL PLAN/SUPPORTING DOCUMENTS**

Key: "O" = omit; "S"=submit; "NA"=not applicable; "W" = waiver; "P" = pending

Item	O	S	NA	W	P	Comments
Documentation of Ownership or contract.						
Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected.		X				Quintavina Deed provides language for easements
Draft performance guarantee or conditional agreement.			X			
Disclosure of any required permits from the Department of Environmental Protection, Marine Resources, US Army Corps of Engineers, Department of Inland Fisheries and Wildlife, or other agencies, as applicable; or, if a permit has already been granted, a copy of that permit.			X			
Any additional studies required by the Planning Board which are deemed necessary in accordance with this Ordinance.			X			
Storm water management program for the proposed project prepared by a professional engineer.		X				Wright Paper
A storm water management checklist prepared by the Cumberland County Soil and Water Conservation District, made available at the Brunswick Department of Planning and Development.			X			

TO: Town of Brunswick  
Planning and Development Department

FROM: David S. Norton  
NE Tent & Awning

New England Tent & Awning is a Tent and Party Equipment Rental company as well as an Awning manufacturer. The company has been located at 111 Orion Street, Brunswick Maine (former BNAS) since the spring of 2011. The company has established itself as a boutique tent rental company in the mid coast region. To maintain our position in this market place is extremely important to provide clean equipment for our rental business as well as provide the service of washing awnings.

The scope of the project that we are undertaking is to build a facility that is designed to handle large pieces of fabric/materials in a controlled environment. The building design incorporates high ceilings for hanging and drying tent sections and awnings. The building will house a commercial tent washer for the purpose of washing tents and awnings. The building design includes a floor trench drainage system for excess water to drain into once tents and awnings have been hung to dry. Much of the tent washing is done during the winter months so the building will be equipped with ceiling hung gas unit heaters. In addition the building includes a large exhaust system to remove moisture from the drying space.

The site plan indicates the location of all of the utilities servicing the new building. Maine Natural Gas will provide natural gas from an existing line. Water runs along Orion Street for an easy hookup. The sewer line for our main building exists on the end facing the new building and will run under the floor of the new building out to its current manhole. A new manhole will be installed inside the new building for the connection of the tent washer water drain and the trench drainage

system. Electrical power will be brought into the new building underground from our existing building. All of the utilities on the Brunswick Landing are owned and managed by MRRA. The attached letter was provided by MRRA indicating their acknowledgement that we will be hooking up to their utilities.

The property where the building will be constructed includes easements for utilities to one other property bordering our property and shared use of the driveway. There are three buildings (two still owned by MRRA) that share a common drive way. The P/S for my Lot 45 includes an easement for the use of the common driveway. The current entrance to the driveway is off of Orion Street. The recently approved subdivision plan for our zone includes a proposed road. Once this road is constructed our driveway entrance will come off of the proposed road. (The attached subdivision map shows the existing driveway entrance and the proposed new driveway entrance). In addition to the driveway easement the power line that supplies electrical power to lot 46 crosses lot 45 underground. MRRA has agreed to allow this power line to stay in its current position and be incased in concrete. (see attached document "underground electric")



Location of 111 Orion Street (Lot 45 of Phase II of Brunswick Landing Subdivision)

February 11, 2016

Anna Breinich  
Director of Planning and Development  
Town of Brunswick  
85 Union St.  
Brunswick, ME 04011

Re: Egress to Building 81 once the proposed road is built at Phase II subdivision at Brunswick Landing

Dear Anna:

Traffic will access 111 Orion Street (Lot 45 and Building 81) via the 24' wide access point located on the north side of the Proposed Commerce Drive. The access point is labeled **Right of Way Of Lot 46 & Lot 45** as depicted on page 2 of 2 in subdivision plan labeled **Subdivision Plan Brunswick Landing Subdivision – Phase II Brunswick Landing Brunswick, Cumberland County, Maine** dated 12-4-2015 and recorded in the Cumberland County Registry of Deeds Plan Book 215 Page 508. Until the proposed Commerce Drive is constructed, access to Lot 45 will be through the existing shared driveway located on the eastern side of Orion Street.

If you have any questions or would like to discuss this further, please contact me at 207-798-6512.

Sincerely,



Robert J Rocheleau  
Property Manager

*EARTHMOVERS/GENERAL CONTRACTING/DEVELOPERS*  
**GENDRON & GENDRON**

**President**  
David Gendron

P. O. Box 1913 - 50 Alfred Plourde Parkway  
Lewiston, Maine 04241-1913  
TEL. 207-782-7372  
FAX 207-782-7308

**Vice President**  
John Gendron  
e-mail  
[john@gendroncorp.com](mailto:john@gendroncorp.com)

February 15, 2016

David S. Norton  
New England Tent & Awning  
111 Orion Street  
Brunswick, Maine 04011

Re: New Building Facility

**Scope of Work:**

**Site Work:**

- Demolition/ Erosion Control
  - Supply and Install Silt Fence
  - Supply and Install Hay Bales
  - Stump Removal
  - Supply and Install Construction Entrance
  
- Site to Grade:
  - Grub Site to Solid Ground
  - Supply and Install Structural Fill
  - Labor and Equipment
  
- Site Work for Building:
  - Foundation Excavation and Backfill
  - Interior Excavation and Backfill
  - Supply and Install (12") Type D Gravel for Under Slab
  - Fine Grading and Prepping for New Slab
  
- Sewer Line Work:
  - Supply and Install Approximately (30') 6" SDR Sewer Pipe
  - Supply and Install (1) Sewer Manhole
  - Supply (1) Core into Existing Manhole
  - Labor and Equipment

- Water Line Work:
  - Supply and Install Approximately (65') ¾" CTS Water Line
  - Supply and Install (1) New Tapping Assembly
  - Labor and Equipment
- Loam/Seed:
  - Supply and Install Loam for Disturbed Areas
  - Seed and Mulch all Disturbed Areas

**Building Components:**

- Concrete Foundations:
  - Supply and Install approximately (220') 4' Frost Walls
  - Supply and Install approximately (220') 2'X1' Footer
  - Supply and Install Reinforcement as Required
  - Labor and Equipment
  - Foundation Drawing and Design
- Concrete Slabs:
  - Supply and Install (3000psi) 6" Concrete Slab
  - Supply and Install Reinforced Fiber Mesh
  - Supply (1) Pump for Floor Installation
  - Saw Cut Slab (15') On Center both Directions
- Building Components:
  - Supply and Install 3000sf Murox Building System (Attached Specifications)
  - Supply and Install Fully Adhesive Rubber Roof
    - \* MF 060 TPO Roof System
    - \* 1.5" ISO Insulation in Lieu of 3.6"
    - \* 15yr Manufacturer's Warranty
    - \* Pitched Roof w/ Gutters
  - Supply and Install (1) 10'X12' Over Head Door W/ Chain
  - Supply and Install Wood Bucking for Overhead Door System
  - Supply and Install Approximately (60') H20 Loaded Trench System
- Misc. Items:
  - Subcontractor Coordination
  - Project Supervision
  - Supply and Install (2) 100,000BTU Sidewall Vented Reznor Gas Fired Heaters
    - \* Power to Units by others
  - Supply and Install (9) 3'X4' Fixed Windows
  - Supply (2) 4'X4' Wall Openings
  - Supply and Install Concrete Encasement for Existing Electrical line

*50' Gutter w spout to storm water drain*  
*10' W x 14 H. with one panel with windows*  
*to storm water drain*  
*to be determined*

*Structural Framing*

**Item Not Included:** Any and All Permits and Fee's, Plans or Specifications. Power needs to be off while digging against existing electrical line

**Breakdown:**

Site Work/ Utilities: \$42,040.00

Foundation/ Slab: \$46,705.00

Building Components: \$182,530.00

Heating Components: \$12,488.00

**Total: \$283,763.00**

Thank you,



John M. Gendron  
Vice President  
Gendron & Gendron, Inc.



February 12, 2016

Gendron & Gendron  
c/o Mr. John Gendron  
50 Alfred Plourde Pkwy  
Lewiston, ME 04240

Phone : 207 782-7372  
Fax : 207 782-7308  
Cellular : 207 740-0717  
E-mail : johng@gendroncorp.com

SUBJECT : Our quotation P2016-001 Rev. #1  
Project: 50' x 60' – Lewiston, ME

**1 SCOPE OF WORK**

Dear Sir :

This quotation by Canam Steel Corporation ("Canam") includes the engineering, coordination, drafting, fabrication, freight, project management, structural steel, steel deck, exterior walls and accessories for the above captioned project, as further described herein.

**2 SYSTEM Murox details**

This quotation is based on standard Murox panels details and accessories

- 2.1 Width : 50'-0" (exterior foundation wall)
- 2.2 Length : 60'-0" (exterior foundation wall)
- 2.3 Top of steel : 128'-0" gridline 1  
127'-0" gridline 2
- 2.4 Top of parapet : Exterior cladding extension (14") at gridlines A, B, and 1 only
- 2.5 Clear height : 24'-0"
- 2.6 Foundation wall elevation : 100'-0"
- 2.7 The insulation at the foundation wall shall be on the exterior side and shall be by Customer
- 2.8 Floor elevation : 100'-0"
- 2.9 Joist span(s) : 1 @ 50'-0"

Initials

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**3 LOADINGS:**

- 3.1 Roof dead load excluding collateral load: 18 psf
- 3.2 Collateral load : 4 psf (includes lighting and sprinklers of 4 inches in diameter and less)
- 3.3 Roof snow load : 56 psf
- 3.4 Basic wind speed : 92 mph (wind exposure category type C)
- 3.5 Roof live load : 0 psf
- 3.6 Ground snow load : 80 psf
- 3.7 Applicable Code : IBC 2009 and local code for State of Maine  
Assumed soil site class: D

**4 ROOF:**

4.1 Exterior single slope: 2:100

NOTES: No provision for loading from control flow drains.

Roof flashing at top of wall: by Customer.

The sealing of the roof and wall vapor barrier: by Customer.

4.2 Exterior finish: Mechanically fastened single ply membrane: by Customer; no ballast.

4.3 Insulation: by Customer.

4.4 Steel deck: P-3606, G60.

**5 WALL DESCRIPTION:**

5.1 Exterior finish: The exterior finish will be 26 gauge, metal cladding, perspectra series, M-156R profile. Color will be selected by Customer from Canam standard colors chart.

5.2 Interior finish: The interior finish will be on vapour barrier. Metal furring 20 ga. will be supplied by Canam, installed by Customer on site at 16" c/c.

5.3 Insulation: All the walls will be insulated with 6" fiberglass (not compressed) plus L.T.R. vapour barrier. Air barrier will be installed between the exterior cladding and the insulation, unless noted otherwise. A thermal break consisting of a 1" thickness of rigid insulation will be installed at each girt for a "real R value" of R20.

Initials



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**6 NOTES:**

6.1 Foundation and slab engineering and drawings will be Customer's responsibility.

Canam assumes no liability or responsibility whatsoever for the design and structural integrity of the foundations on which its structure will be installed. The foundations must be designed according to the applicable codes, laws and regulations in effect at the time of construction. It is Customer's responsibility to ensure that such design is performed by a registered professional engineer. The foundations design must take into account the building reactions and lateral loads, as well as all the relevant geotechnical information.

6.2 Drawings and/or specifications have been supplied by Customer for reference only. Refer to the list attached.

Drawing(s) No(s).	Title	Date	Rev. No.	Rev. Date
1	Murox bldg	02/02/16		

The Canam drawings will respect the overall intent of the building, namely dimensions, clear height and other dimensions shown on the drawings cited in reference. However Canam components and standard details will be used. It is the responsibility of the Customer to assure that the Canam system conforms to the project specifications and the requirements of the owner.

6.3 The anchor bolts are supplied by Canam but shall be installed by Customer, at Customer's expense, in accordance with drawings prepared by Canam. Grout under base plates is not part of Canam's work. Anchor bolt installation tolerances must not exceed:

- A) 3 mm ( $\frac{1}{8}$ " ) between 2 anchor bolts;
- B) 6 mm ( $\frac{1}{4}$ " ) between 2 groups of anchor bolts.

It is Customer's responsibility to ensure that anchor bolts are correctly positioned according to the above tolerances. Any costs to Canam, including delays, resulting from corrections in anchor bolts installation shall be charged to Customer.

A survey by a third party showing the location of anchor bolts with respect to the location given on the anchor bolt drawing shall be provided by Customer to Canam, at Customer's expense, before work on site.

6.4 Visible structural steel will receive one (1) shop coat:

- the standard color is grey.
- for joists, the primer is dip painted and air dried.
- the surface preparation consists in a SSPC-SP2 (hand tools cleaning).
- the paint conforms to CISC/CPMA Standard 1-73A.
- no fireproofing is included on the joists or the structural steel.



Initials

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6.5 The following items (but not limited to) are excluded from this quotation and are Customer's responsibility:

6.5.1 All interior partitions.

6.5.2 Miscellaneous metal works such as ladders, stairs, guardrails, railings, gates, posts, catwalks and platforms, etc.

6.5.3 Snow guards and fall prevention systems.

6.5.4 Gutters and downspouts.

**7 ACCESSORIES**

7.1 Insulated personnel doors (R-12) with light zinc coat finish:

2 - 3'-0" x 7'-0" *(1) with 1/2 glass*  
2 - with exit device and outside trim  
2 - with door closure

- NOTES:
- Supplier's standard hardware
  - Hinges: Stanley FBB179 4.5" x 4"
  - Exit device: Von Duprin 22 x 689 with outside trim 230L
  - Permanent cylinder: Schlage 20001C 626
  - Door Closure: LCN 1261 689
  - Head and Jamb seal: Unique 1650
  - Bottom seal: Unique DS4
  - Threshold: Unique AB3+ABBT+AB4

7.2 Framed opening(s) (wall): 2 (4'-0" x 4'-0")

7.3 Reinforcement for roof top mechanical unit(s): 1 RTU @ 2000 lbs

NOTE: Mechanical unit(s) are excluded from this quotation and are Customer's responsibility.

7.4 Standard fixed thermal clear windows with white aluminium frame (exterior and interior):

9 (4'-0" x 3'-0")

7.5 Overhead door frame including support for railings, springs and motor:

1 (12'-0" x 14'-0")



Initials

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February 9, 2016

New England Tent & Awning  
111 Orion Street  
Brunswick, Maine 04011

Re: Design Review for a 3,000 s.f. Wash Facility

Mr. Norton:

The Design Review Committee of the Midcoast Regional Redevelopment Authority (MRRA) has reviewed your design for the proposed 3,000 s.f. wash facility project at 111 Orion Street (Lot 45, MRRA Phase II subdivision plan), Brunswick Landing, Brunswick, Maine 04011.

The Committee determined that the design of the proposed project as submitted is consistent with MRRA's Design Guidelines.

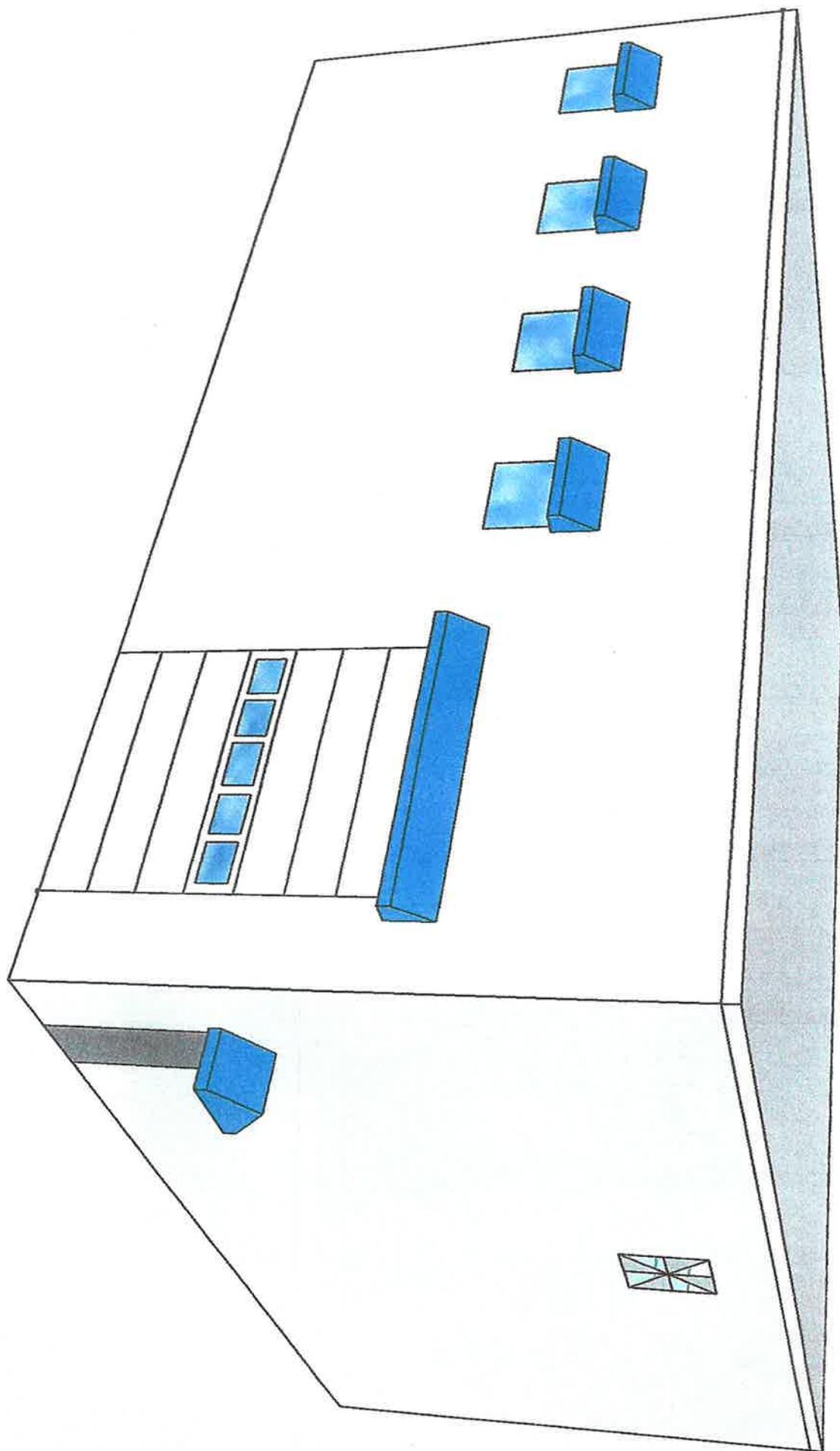
If you have any questions or you need any additional information, please contact me at 207-607-4188.

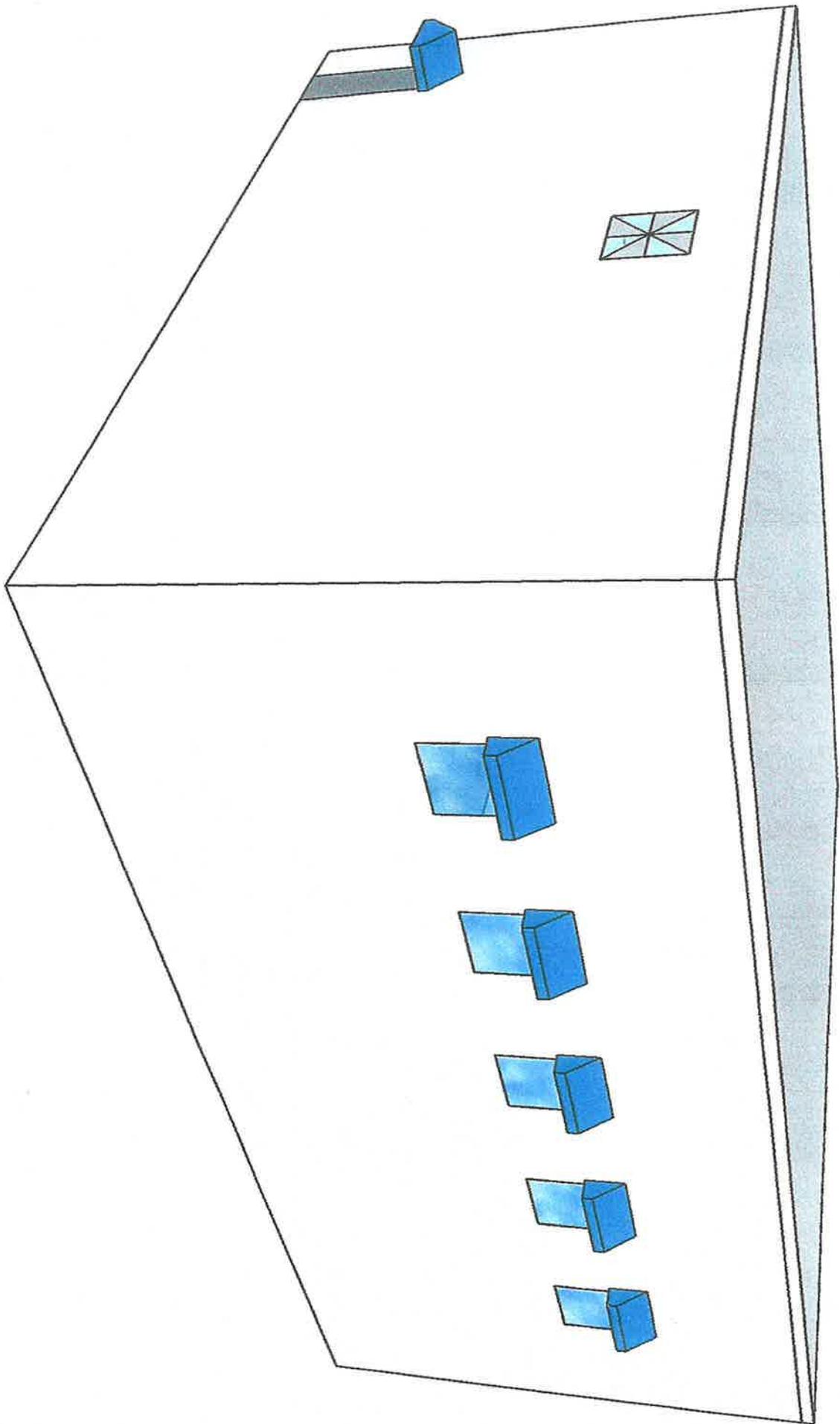
Sincerely,

A handwritten signature in black ink, appearing to read "RJR", is written over a light blue horizontal line.

Robert J Rocheleau  
Property Manager









David Norton &lt;netentandawning@gmail.com&gt;

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**Hydrant discussion**

3 messages

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**David Norton** <netentandawning@gmail.com>  
To: jemerson@brunswickme.org

Wed, Feb 24, 2016 at 11:05 AM

Hello Jeff....Jared in the planning office asked me to get some documentation that you and I have spoken about the fire hydrant locations near our property at 111 Orion Street (Former BNAS). Please forward me an acknowledgement that we did speak and that you do not see any issues with being able to provide support in the case of a fire at our property location. Thanks for your help.

David Norton - Proprietor

New England Tent &amp; Awning Co.

office: 207-725-2322

mobile: 207-272-3043

www.netentandawning.com

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**Jeff Emerson** <jemerson@brunswickme.org>  
To: Jared Woolston <jwoolston@brunswickme.org>  
Cc: David Norton <netentandawning@gmail.com>

Wed, Feb 24, 2016 at 2:00 PM

Jared,

I had a discussion last week with David Norton about appropriate fire protection for a small out-building on his lot. The existing water supply and hydrant locations will be more than sufficient for this proposal. Please let me know if you need further.

Thanks.

Jeff Emerson

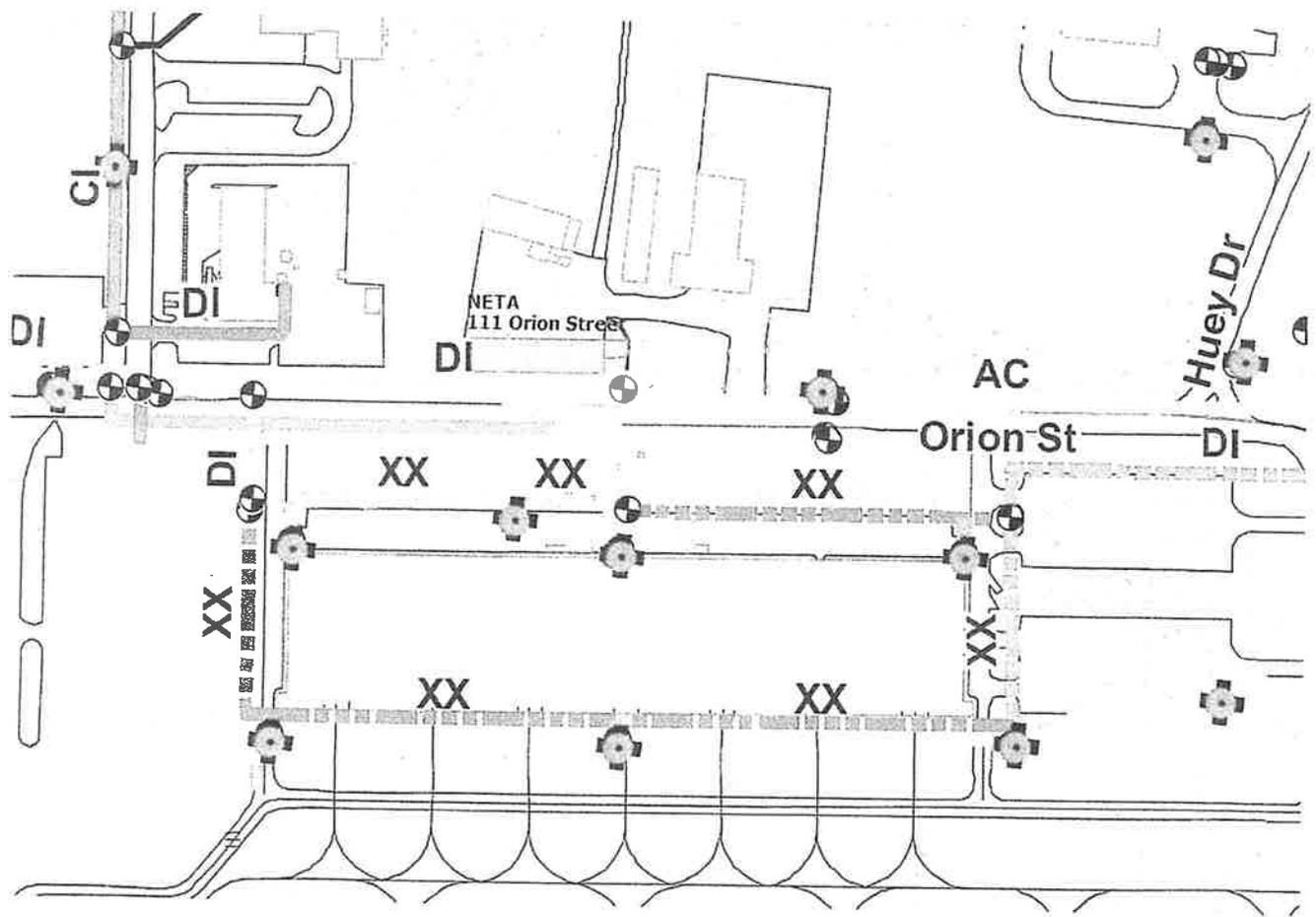
Deputy Chief

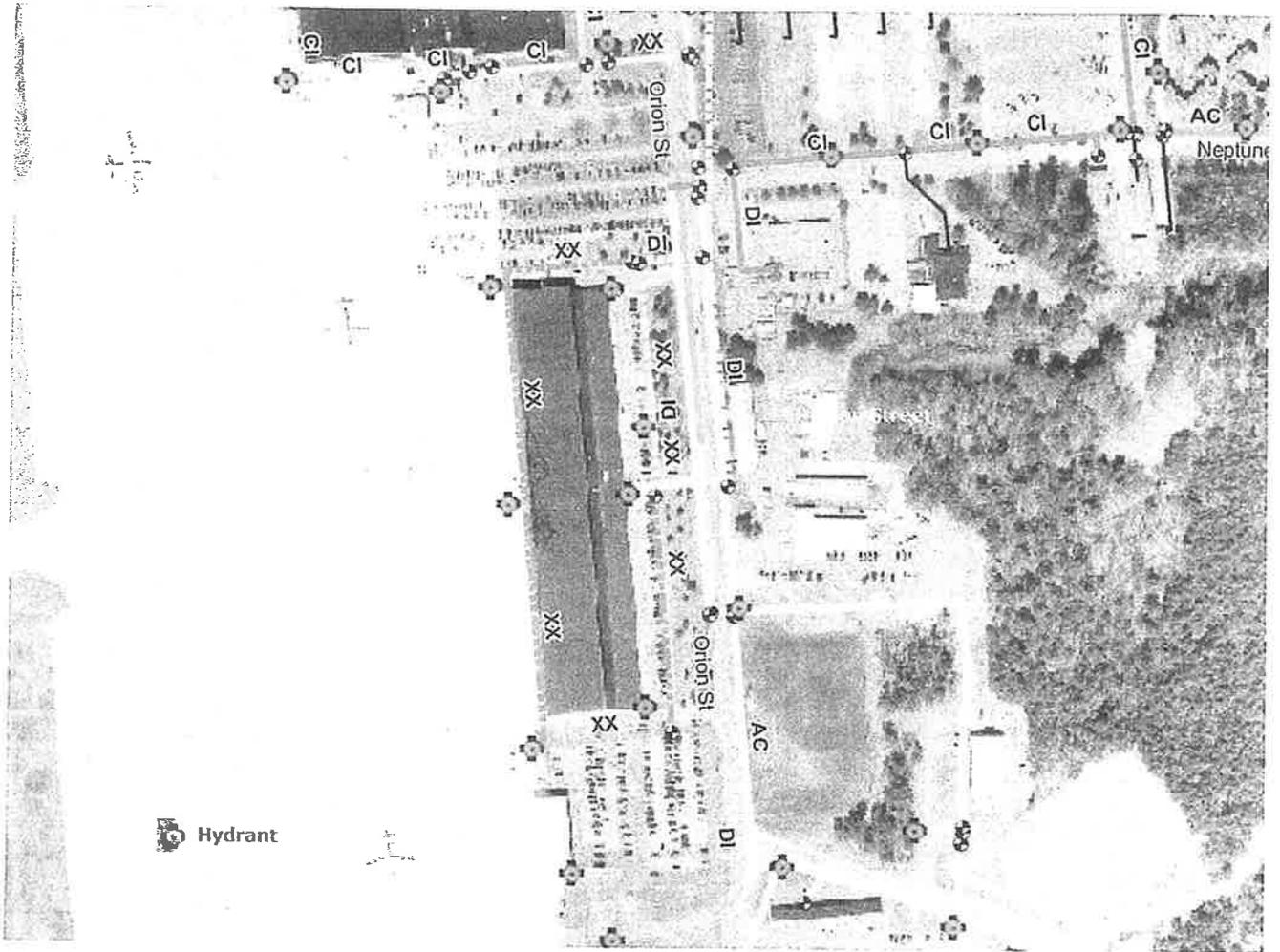
Fire Prevention Division

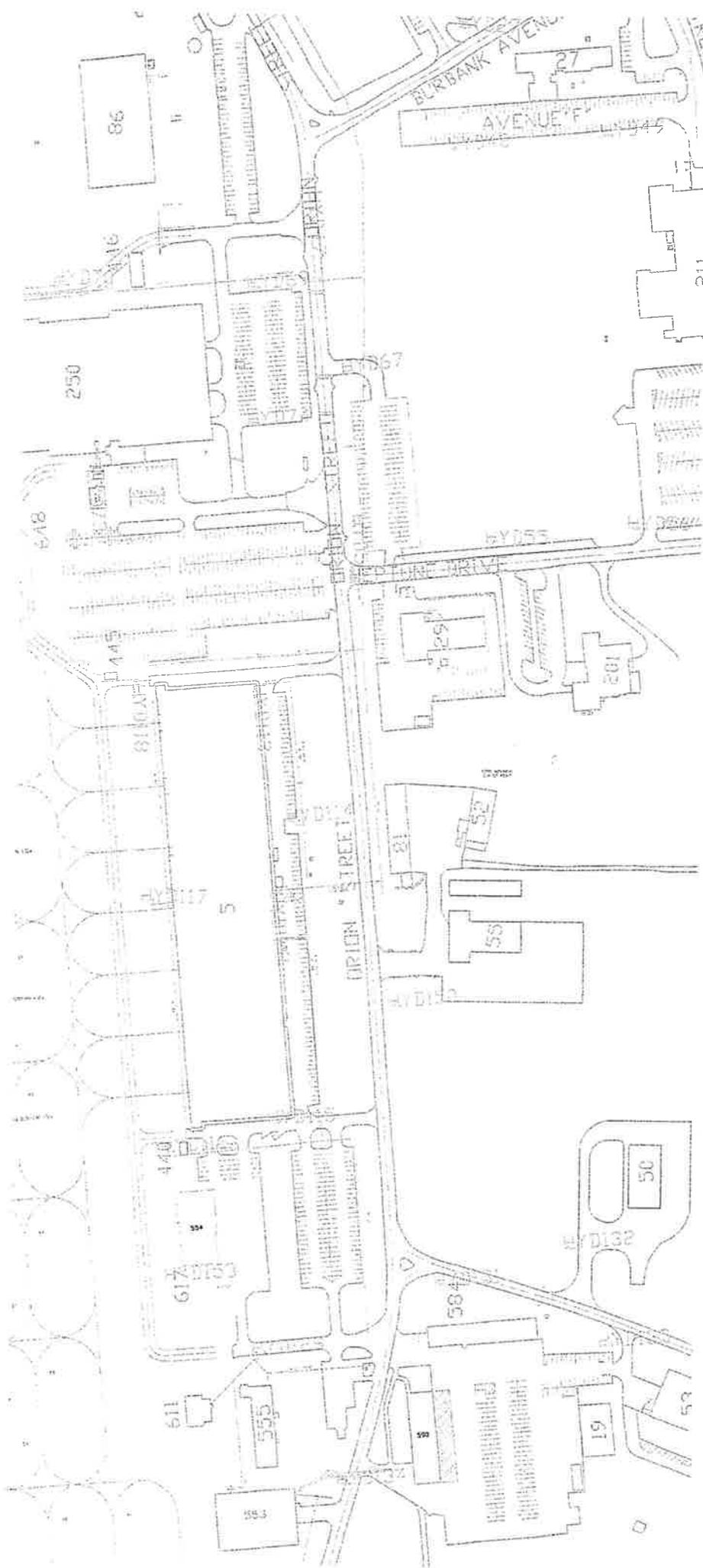
Brunswick Fire Department

21 Town Hall Place

Brunswick, ME 04011







February 17, 2016

**Subj: Letter of Assurance of Utilities**

To Whom It May Concern:

Please allow this letter to confirm that the following utilities are provided by the Midcoast Regional Redevelopment Authority to the property at 111 Orion Street (New England Tent and Awning), Brunswick, Maine 04011:

- a. Electricity
- b. Domestic and fire protection water
- c. Sanitary sewer
- d. Storm sewer

Natural gas service is provided to the property by Maine Natural Gas.

If you have any questions or you need any additional information, please contact me at 207-607-4189.

Sincerely,

*TEB*

Thomas E. Brubaker, PE, CEM  
Public Works and Utilities Manager



David Norton &lt;netentandawning@gmail.com&gt;

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**FW: Underground Electric**

1 message

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**David Norton** <netentandawning@gmail.com>  
To: info@netentandawning.com

Tue, Feb 9, 2016 at 11:35 AM

-----Original Message-----

From: Tom Brubaker [mailto:tomb@mrta.us]  
Sent: Monday, February 08, 2016 3:02 PM  
To: David Norton  
Cc: Steve Levesque  
Subject: Underground Electric

David,

I have discussed with Steve Levesque the proposal to bond out the underground electric lines that serve Frosty's through the foundation of your new building (i.e. form and cast your new foundation around the existing conduit) as opposed to re-routing them. It is acceptable to MRRA to have this existing electric service run through the foundation of your new building. As we discussed on site when we met with John Gendron, the placement of spare conduits while he is doing foundation work will allow us to avoid any problems in the future should we need to refeed Frosty's.

Please let me know if you have any questions.

Regards,

Tom

Thomas E. Brubaker, PE, CEM  
Public Works and Utilities Manager  
Midcoast Regional Redevelopment Authority

Sent from my iPad

**Section 411.5C  
STORMWATER MANAGEMENT PLAN**

**New England Tent & Awning  
Proposed Tent Washing Facility  
111 Orion Street, Brunswick Landing  
Brunswick, Maine**



**1.1 INTRODUCTION**

This Stormwater Management Plan has been prepared to address the stormwater runoff impacts for stormwater quality associated with the proposed development of the tent washing facility.

**2.1 EXISTING CONDITIONS**

The property proposed for development is shown as Lot 45 on a plan entitled "Subdivision Plan, Brunswick Landing Subdivision - Phase II, Brunswick Landing, Brunswick, Cumberland County, Maine", dated December 4, 2015, revised through December 2015, by Wright-Pierce, recorded in Cumberland County Registry of Deeds in Plan Book 215, Page 508 ("Subdivision Plan"), and is occupied by an existing building, lawn areas and pavement, all located on the easterly side of Orion Street at Brunswick Landing.

The topography of the portion of the site proposed for development is an area of lawn that is relatively flat with intermittent and shallow undulations and generally slopes from Orion Street easterly across the site.

Stormwater generated at the portion of the property proposed for development, generally travels from Orion Street easterly across and off the property onto a shared paved driveway on land currently owned by Midcoast Regional Redevelopment Authority ("MRRA"), said land being shown as Lot 47 on the Subdivision Plan, and then continuing southerly along the easterly edge of the paved driveway and across a paved parking area to a meadow area and other land of MRRA.

**Section 411.5C**  
**STORMWATER MANAGEMENT PLAN**

**New England Tent & Awning**  
**Proposed Tent Washing Facility**  
**111 Orion Street, Brunswick Landing**  
**Brunswick, Maine**

**1.1 INTRODUCTION**

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**2.1 EXISTING CONDITIONS**

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In the lawn areas of the site there is no evidence of standing water, and it appears that the majority of stormwater flows in those areas infiltrate down through the soils prior to reaching the paved areas.

### **2.1.1 Land Cover**

The undeveloped portion of the project site is occupied by lawn and five overstory trees.

### **2.1.2 Site Topography**

(See Section 2.1, above)

### **2.1.3 Surface Water Features**

There are no streams on or adjacent to the site. The site is not tributary to any lakes that are impaired or threatened by phosphorous, however it is located in the watershed of Mare Brook an Urban Impaired Stream as defined by Maine DEP.

According to the “Urban Impaired Stream Standard” of Chapter 500, “Section 4. Stormwater Standards, E. Urban Impaired Stream Standard”, a project is required to meet the urban impaired stream standard “...if the project is located in the direct watershed of an urban impaired stream (“UIS”) and requires a Site Law permit or permit modification”. As the proposed project does not require a Site Law permit or permit modification, it is not required to meet the UIS standard.

### **2.1.4 Soils**

Soils on the Brunswick Landing Subdivision site are shown on the map entitled “Figure 2-5, Soils of NAS Brunswick, Brunswick, Maine”, prepared by Ecology & Environment, Inc. included in Appendix F, Ecological Communities and Wetland Resources Report, of the Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Brunswick, Maine, dated November 2010, published by the U.S. Department of the Navy, (EIS) (Soils Map).

Figure 2-5 has been modified by Wright-Pierce to show the location of the project site and to highlight the pertinent soil types and is attached hereto.

### **3.1 PROPOSED CONDITIONS**

The proposed project consists of adding a standalone 3,000 square foot tent washing building and approximately 143 square feet of access paving. The proposed structure will serve to provide storage and space for washing and drying the company's tents and other rental items.

The new building and paved areas will occupy areas currently occupied as lawn.

In order to provide stormwater quantity and quality treatment of runoff from the new roof surface a Dry Well Roof Runoff Infiltration BMP ("BMP") will be installed along the southerly side of the new building. The BMP will consist of a 45-foot long by 6-foot wide by 6-foot deep trench filled with small clean stones. The roof of the proposed building will slope from west to east, and roof runoff will be collected by a gutter system along the easterly side of the building and directed into the BMP. The runoff will be stored in the dry well and will eventually infiltrate down into the underlying soils. As stated in the DEP "Stormwater Design Manual" for Dry Wells, "...most runoff pollutants will become bound to the soil under the well while the water percolates to the groundwater table".

In addition to controlling the quality of the stormwater runoff from the roof, the BMP has been designed to control stormwater quantity as well. The proposed Dry Well BMP has been sized to store and infiltrate the volume of runoff expected from the roof for the 25-year, 24-hour storm event.

#### **3.1.1 Alteration to Drainage Characteristics**

The existing drainage characteristics of the site will be modified slightly to allow for the incorporation of the stormwater BMP into the site design to provide water quality and quantity control.

### **3.1.2 Alteration to Land Cover**

The existing land cover, consisting mainly of lawn with five overstory trees, will be altered to the extent necessary to provide the proper site for the project. Land cover outside of the project site will be preserved in its current state.

### **3.1.3 Downstream Waterbodies**

Surface runoff from the development is tributary to Mare Brook located several thousand feet southerly of the project site.

## **4.1 REGULATORY REQUIREMENTS**

### **4.1.1 Town of Brunswick**

The proposed project has been classified by the Town as a Minor Development and as such shall be reviewed by the Staff Review Committee and shall be subject to approval by the Town of Brunswick Planning Staff. According to the Town of Brunswick Zoning Ordinance, “Subsection 411.5, Storm Water Management” of “Section 411, Review Standards”, “...The proposed development shall satisfy the recommended storm water quality standards described in Storm Water Management for Maine: Best Management Practices, published by the State of Maine Department of Environmental Protection, November, 1995, as amended.”

This Stormwater Management Plan has been developed to meet the applicable stormwater standards of the Town of Brunswick.

### **4.1.2 Maine Department of Environmental Protection (MDEP)**

The proposed project does not meet any thresholds for review under the State’s Stormwater Management Law.

## 4.2 WATER QUALITY TREATMENT

### 4.2.1 General Considerations

Stormwater quality treatment for the project will be provided by the proposed BMP. The proposed BMP is a Dry Well Roof Runoff Infiltration BMP. The BMP will be used to treat and infiltrate the runoff from the roof of the new building.

For this project, the BMP will be treating only runoff from the new roof area and no runoff from landscaped areas. Thus, for water quality treatment purposes, the BMP is required to store 250 cubic feet (3,000 s.f. x 1") of runoff volume ("Water Quality Volume"). As stated previously, the BMP has been over-sized in order to retain runoff from the large 25-year storm event and will have the capacity to easily store the required water quality volume. The downspout will have a relief opening to discharge larger storm flows to the surface.

### 4.2.2 BMP Design Considerations

The Dry Well BMP was designed and sized in accordance with the following considerations set forth in Chapter 6, Infiltration BMPs, Section 6.2.1 Dry Well of MDEP Volume III. BMP Technical Design Manual:

Treatment Volume - A Dry Well BMP must retain a runoff volume equal to 1.0 inch times the subcatchment's impervious area plus 0.4 inch times the subcatchment's landscaped developed area and infiltrate this volume into the ground.

For this project, the BMP will be treating only runoff from the new roof area and no runoff from landscaped areas. Thus, for water quality treatment purposes, the BMP is required to store 250 cubic feet (3,000 s.f. x 1") of runoff volume ("Water Quality Volume"). As stated previously, the BMP has been over-sized in order to retain runoff from the large 25-year storm event and will have the capacity to easily store the required water quality volume. The 25-year storm event produces an estimated 5.5 inches of rainfall over a 24-hour period which results in a total volume of runoff from the roof of approximately 1,300 cf over the storm event. The infiltration trench has been designed to store 648 cf of runoff from the roof which is adequate to store the entire 25-

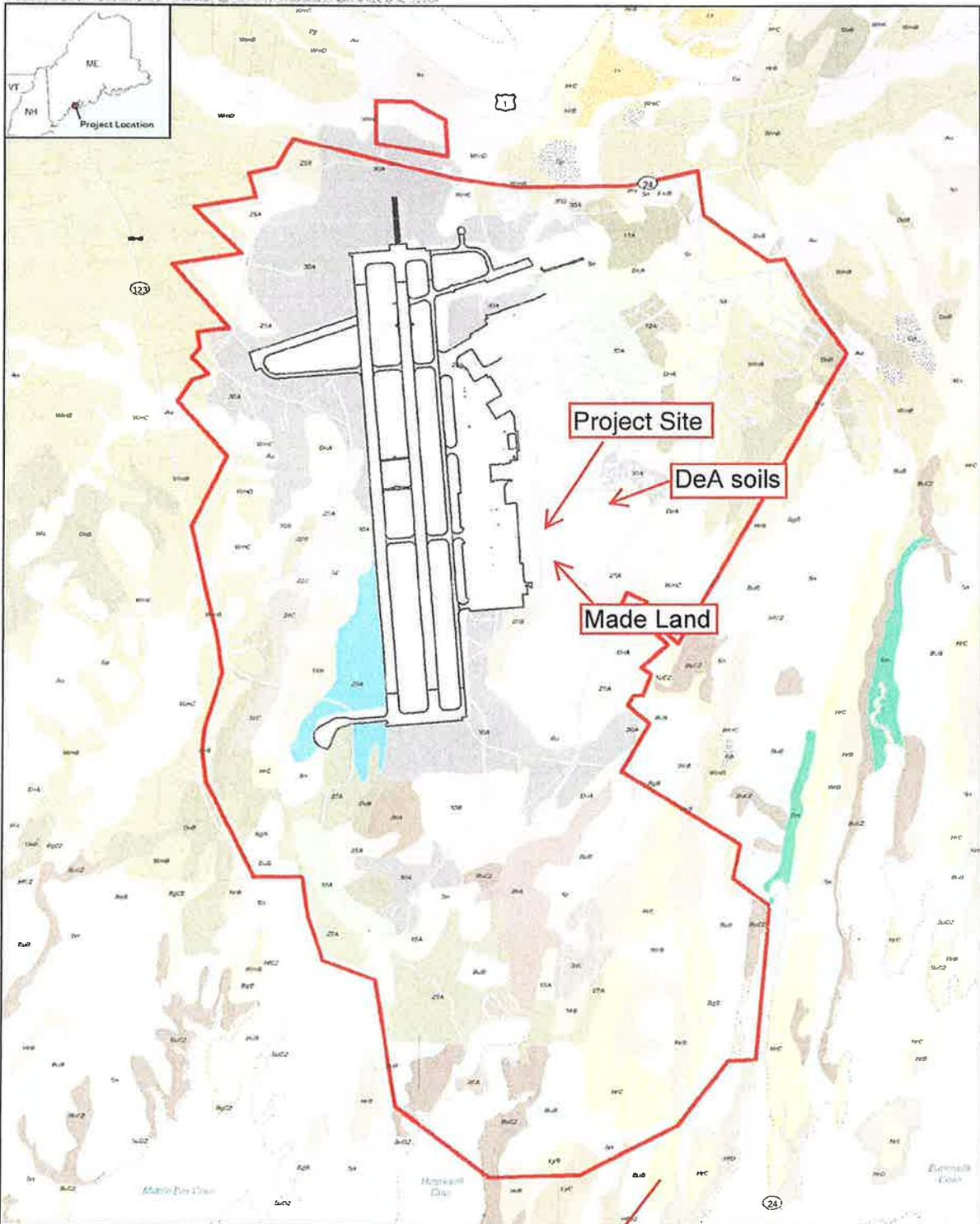
year storm event considering that the stored runoff is infiltrating down through the Dry Well BMP into the soil at a calculated rate of 2.41-inches per hour. The depth to ground water has been noted in a nearby observation well adjacent to the proposed road where the depth of the ground water was at elevation 48.2 feet with a relatively flat grade between the well location and the site of the proposed Dry Well BMP.

## **5.1 CONCLUSIONS**

By incorporating the proposed Dry Well BMP presented in this report into the project's stormwater management system, runoff from the roof of the proposed building will receive treatment that exceeds the requirements of "Subsection 411.5, Storm Water Management" of "Section 411, Review Standards" of the Town of Brunswick Zoning Ordinance.

## **5.2 MAINTENANCE & PROTECTION OF STORMWATER SYSTEM**

Long-term responsibilities for maintenance and protection of the project's stormwater drainage system, stormwater treatment systems, landscaped and paved areas and permanent erosion control measures will be assumed by the applicant. A Maintenance Plan has been developed for the project and the components of the plan are detailed in "Section 411.7, Erosion Control" included with Exhibit E of this application.



**Legend**

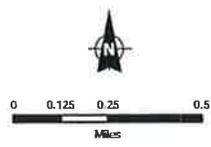
Soil Type	25B Adams loamy fine sand	BgC2 Belgrade very fine sandy loam	HrC Halls fine sandy loam	SuC2 Suffield silt loam
///, No Value	26A Gouletboro silt loam	BuB Burton silt loam	HrD Halls fine sandy loam	SuD2 Suffield silt loam
10A Udorthers-Croghan complex	27A Lamoine silt loam	BuC2 Burton silt loam	*Ls Lemrick-Saco silt loams	Sz Swanton fine sandy loam
10B Udorthers-Croghan complex	28A Urban land-Udorthers-Haplaquents association	Cu Cut and fill land	*LyB Lyman fine sandy loam	*Tm Tidal marsh
11A Haplaquents-Finch complex	29A Haplaquents-Scanlon complex	DeA Deerfield loamy sand	*LyC Lyman fine sandy loam	*Wa Walpole fine sandy loam
12A Haplaquents-Naumburg complex	30A Udorthers-Adams complex	DeB Deerfield loamy sand	Py Podunk fine sandy loam	WmB Windsor loamy sand
15A Haplaquents-Lamoine complex	30D Udorthers-Adams complex	EmB Elmwood fine sandy loam	*Ru Rummy fine sandy loam	WmC Windsor loamy sand
*20A Naumburg loamy fine sand	34B Tunbridge fine sandy loam	Gp Gravel pits	*Sd Saugatuck loamy sand	WmD Windsor loamy sand
22B Adams-Lyman complex	34C Tunbridge fine sandy loam	HrC2 Hartland very fine sandy loam	*So Scarborough sandy loam	WmB Woodbridge fine sandy loam
22C Adams-Lyman complex	Au Au Gros loamy sand	HrD2 Hartland very fine sandy loam	*Sp Sabagoye mucky peat	
25A Adams loamy fine sand	BoB Belgrade very fine sandy loam	HrB Halls fine sandy loam		

Note: \* Indicates Hydric Soil Types

Source: Normandeau Associates, 1998.

NAS Brunswick Property Boundary

Figure 2-5  
Soils of NAS Brunswick  
Brunswick, Maine



**Section 411.5C1**  
**INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN**

**New England Tent & Awning**  
**Proposed Tent Washing Facility**  
**111 Orion Street, Brunswick Landing**  
**Brunswick, Maine**

**Introduction**

The following plan outlines the anticipated inspection and maintenance procedures for the erosion and sedimentation control BMPs as well as stormwater management devices for the project site. Also, this plan outlines several housekeeping requirements that shall be followed during and after construction. These procedures should be followed in order to ensure the intended function of the designed measures and to prevent unreasonable adverse impacts to the surrounding environment.

The procedures outlined in this inspection and maintenance plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the Maine Erosion and Sediment Control BMPs manual published by the Maine Department of Environmental Protection (MDEP) as revised (BMPs) and/or the Maine Stormwater Best Management Practices Manual as published by the MDEP (“BMP Manual”).

**During Construction**

1. **Inspection:** During the construction process, it is the Contractor’s responsibility to comply with the inspection and maintenance procedures outlined in this Plan. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.
2. **Maintenance:** All measures shall be maintained in an effective operating condition until disturbed areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within 7 calendar days and prior to any storm event (rainfall).
3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need

maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, a notation shall be entered in the log describing the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the silt fence fabric or the filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be immediately replaced.
- Sediment deposits should be removed after each storm event. They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

C. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

## After Construction

1. **Inspection:** After construction, it is the responsibility of the owner or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions in all applicable permits, shall conduct the inspections.
2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction.
  - A. Vegetated Areas:
    - a. Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems.
    - b. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
  - B. Winter Sanding: Pervious surfaces and pavement, whether asphalt, concrete or paving stones, have the potential to become impervious if not properly maintained. The following need to be planned for and be met:
    - a. Sweep, vacuum and/or pressure wash pavement twice annually at a minimum.
    - b. Limit salt use for deicing and do not use sand.
    - c. Remove leaves and organic debris in the fall.
    - d. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.
  - C. Dry Well Infiltration BMP: Preventive maintenance is vital for the long-term effectiveness of an infiltration system. Since infiltration is less conspicuous than most BMPs, it is easy to overlook during maintenance inspections. The following criteria apply to all infiltration systems:
    - a. Fertilization of the area over the infiltration bed should be avoided unless absolutely necessary to establish vegetation.
    - a. Snow removed from any on-site or off-site areas may not be stored over an infiltration area.
    - b. Inspect the infiltration system several times in the first year of operation and at

least annually thereafter. Conduct the inspections after large storms to check for surface ponding at the inlet that may indicate clogging. Water levels in the observation well should be recorded over several days after the storm to ensure that the system drains within 72 hours after filling.

- c. The observation well pipe should be used to measure the accumulation of sediment and to determine how quickly the system drains after a storm.
  - d. Gutter Cleaning: Remove any leaves, seeds, and other debris from the roof's gutters every spring and every fall. A coarse screen or grate should be installed at the head of each downspout leading to the dry well. Replace the screen or grate if it is broken.
  - e. Rehabilitation: Clogging of a dry well is likely to occur at the bottom of the well. Relieve this clogging by excavating away the turf and soil over the well; removing the existing stone and perforated pipe; and rebuilding the dry well. Dig out the soil at the bottom of the dry well and replace it with a six-inch layer of clean sand. The old stone in the dry well can be reused if it is washed prior to reinstalling it in the well. To minimize the eventual cost of rehabilitation, the dry well should be located in a lawn area as close as possible to the ground surface.
3. **Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district, or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system.

### Housekeeping

The following general performance standards apply to the proposed project both during and after construction.

- A. Spill prevention: Controls must be used to prevent pollutants from being discharged from materials and equipment on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- B. Groundwater protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- C. Fugitive sediment and dust: Actions must be taken to insure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.

- D. Debris and other materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
  
- E. Trench or foundation dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved.

QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine, with a mailing address of 15 Terminal Road, Suite 200, Brunswick, Maine 04011 ("GRANTOR"), for consideration paid, grants to NE TENT REALTY LLC, a Maine limited liability company, with a mailing address of 111 Orion Street, Brunswick, Maine 04011, ("GRANTEE"), With Quitclaim Covenant, the premises, together with any buildings located thereon, situated in the Town of Brunswick, County of Cumberland, and State of Maine, more particularly described as follows:

See attached Exhibit A, (the "Property"), together with the perpetual rights and easements described on the attached Exhibit B, all of which is conveyed subject to certain terms, restrictions, easements, notices, reservations, conditions and covenants as referenced on the attached Exhibit C.

Being a portion of the property conveyed to Grantor by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA ("Government") dated March 5, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31376, Page 1; and by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA dated September 29, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31836, Page 103 (collectively, the "Government Source Deeds").

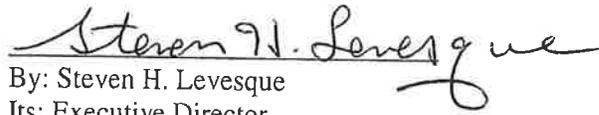
IN WITNESS WHEREOF, Midcoast Regional Redevelopment Authority has caused this instrument to be executed by Steven H. Levesque, its Executive Director, hereunto duly authorized, as of the 25th day of February, 2016.

WITNESS:



STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY



By: Steven H. Levesque  
Its: Executive Director

February 25, 2016

Then personally appeared the above-named Steven H. Levesque, Executive Director of Midcoast Regional Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Midcoast Regional Redevelopment Authority.

Before me,

  
Notary Public/Attorney at Law

JOHN S. KUMARAKI  
Print name

My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, NE Tent Realty LLC has caused this instrument to be executed by David Norton, Its Member, hereunto duly authorized, as of the 25th day of February, 2016, evidencing its acceptance thereof and its agreement to be bound by all the terms and provisions thereof.

NE TENT REALTY LLC

By: David S. Norton  
Name: David Norton  
Title: Member

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

February 25, 2016

Then personally appeared the above-named David Norton, Member of NE Tent Realty LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of NE Tent Realty LLC.

Before me,  
[Signature]  
Notary Public/Attorney at Law  
John S. Kaminski  
Print name  
~~My commission expires~~

Exhibit A

**Lot 45  
Brunswick Landing Subdivision-Phase II**

A certain lot or parcel of land located on the easterly side of Orion Street in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of Orion Street at the westerly corner of land designated as Lot 47 as shown on a Subdivision Plan entitled Brunswick Landing Subdivision – Phase II made for Midcoast Regional Redevelopment Authority by Wright-Pierce dated December 4, 2015 and recorded in Plan Book 215, Page 508. Thence:

- 1) N 05° 15' 38" W by said Orion Street a distance of Three Hundred Fifty and 68/100 (350.68) feet to a point at land now or formerly of the United States of America (USA);
- 2) N 85° 29' 42" E by said land of USA a distance of One Hundred Twenty-Eight and 81/100 (128.81) feet to a point;
- 3) S 01° 31' 17" W by said land of USA, land designated as Lot 46 as shown on said Subdivision Plan and said Lot 47 a distance of Three Hundred Fifty-One and 44/100 (351.44) feet to a point at said Lot 47;
- 4) S 84° 44' 22" W by said Lot 47 a distance of Eighty-Seven and 30/100 (87.30) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone (NAD83).

The above described parcel contains 0.87 acres, more or less, and being shown as Lot 45 on a Subdivision Plan entitled Brunswick Landing Subdivision – Phase II made for Midcoast Regional Redevelopment Authority by Wright-Pierce dated December 4, 2015 and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 508.

Said parcel being subject to and benefiting from a right of way over the existing driveway in the area indicated as "Driveway Easements" on the attached Exhibit A1 which indicates the location thereof on a copy of a portion of said Plan.



## Exhibit B

The GRANTOR hereby grants to the GRANTEE (a) perpetual rights and easements for pedestrian and vehicular access to and from the Property, as described on Exhibit A to this Quitclaim Deed with Covenant (hereinafter sometimes referred to as the "Property"), for the benefit of the GRANTEE, the GRANTEE's agents, employees, guests, and invitees and for the general public, (b) and perpetual rights and easements for the installation, maintenance, repair and replacement of stormwater facilities and of utilities including, but not limited to, sewer lines, power lines, water lines, telephone lines, cable television lines and other communication and data lines, above and below ground, to serve the Property, said perpetual rights and easements hereinabove described to be over, upon, under and through that portion of the GRANTOR's property in Brunswick, Cumberland County, Maine, upon which are situated the existing roads and sidewalks and the presently existing stormwater facilities and presently existing utility facilities serving the Property. GRANTEE shall have the right to enter upon the GRANTOR's Property for purposes of exercising its rights hereunder. Notwithstanding the foregoing, the GRANTOR shall have the right to relocate and/or discontinue any of said roads, sidewalks, presently existing stormwater facilities and presently existing utility facilities so long as any such relocation or discontinuance does not result in the GRANTEE's receiving less than comparable vehicular and pedestrian access or stormwater or utility services, and provided that the activities involved in constructing or making any such relocation shall not unreasonably interfere with the Grantee's and Grantee's agent's, employees', guests', and invitees' use of the Property.

By acceptance of this Quitclaim Deed with Covenant, the GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the above-described areas only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work within such areas and the disturbance of the such areas including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRRA Properties, as hereinafter defined. Nothing herein shall be deemed to waive the obligations of the GRANTOR to maintain and repair in a commercially reasonable manner any electrical distribution infrastructure and water and sewer lines owned by the GRANTOR that provide service to the Property. In addition, GRANTOR agrees, for itself, and its successors and assigns, to maintain in a commercially reasonable manner all roads, sidewalks (including without limitation snowplowing and winter salting/sanding of such roads and sidewalks) and storm drains located on the premises owned by the GRANTOR regarding which GRANTEE has been granted perpetual rights and easements above.

The above-described perpetual rights and easements shall be binding upon the GRANTOR and shall inure to the benefit of the GRANTEE, its successors and assigns.

### Exhibit C

The Property, rights and easements herein conveyed as described in Exhibits A and B are subject to terms, restrictions, easements, reservations, covenants and conditions set forth as follows:

1. Government Restrictions. All terms, notices, restrictions, easements, reservations, covenants and conditions set forth in the Government Source Deeds, which terms, restrictions, easements, reservations, covenants and conditions shall run with the land in perpetuity. As required in the Government Source Deeds, specific reference is made to certain, but not all, covenants, particularly being:

- (a) Covenant Regarding Archeological Matters set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated March 5, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31376, Page 1 on Pages 10-11, Subsection XXVII(a);
- (b) Covenant Regarding Historic Preservation set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated March 5, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31376, Page 1 on Pages 11-14, Subsection XXVIII(b);
- (c) Covenant Regarding Archeological Matters set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 29, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31836, Page 103 on Pages 10-11, Subsection XXVI(a);
- (d) Covenant Regarding Historic Preservation set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 29, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31836, Page 103 on Pages 11-14, Subsection XXVI(b).

By acceptance of this Quitclaim Deed with Covenant, GRANTEE herein assumes all obligations under such terms, restrictions, easements, reservations, covenants and conditions. And GRANTEE herein agrees that the terms, restrictions, easements, reservations, covenants and conditions referenced in this Quitclaim Deed with Covenant shall be expressly referenced in any subsequent deed or other legal instrument which GRANTEE divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof with the provision that any such subsequent transferee assumes all the obligations imposed upon the GRANTEE by the provision of this Quitclaim Deed with Covenant.

2. Utilities and Infrastructure. The GRANTOR hereby reserves ownership of all utility infrastructure, lines and equipment located above and below ground in the premises conveyed to the GRANTEE by this Quitclaim Deed with Covenant, except for the following which are hereby conveyed to the GRANTEE:

(a) Electric lines and equipment and infrastructure servicing any building situated on the Property, but only starting from the point immediately following the last transformer in the service line and running to the point of entry to such building.

(b) All electrical lines and equipment and infrastructure and any other components of the electrical distribution system located within the boundaries of the Property.

(c) Water and sewer lines and equipment directly serving any building presently located on the Property, but only starting from the edge of the street beneath which the main water and sewer lines are buried and running to the point of entry to such building.

Notwithstanding the foregoing, the GRANTOR and GRANTEE intend that the GRANTOR shall retain ownership of all so-called "trunk lines" providing water and sewer service wherever such "trunk lines" may be situated.

All utility infrastructure, lines and equipment conveyed to GRANTEE by this Quitclaim Deed with Covenant are conveyed (a) "as-is, where is, with all faults"; GRANTOR has not made and does not make any representation or warranty of any nature as to the physical condition or operation thereof and (b) subject to any previously existing rights of others therein, including without limitation the rights to use any utility poles or replacements thereof for other utility equipment.

In addition to the rights reserved above, the GRANTOR hereby reserves perpetual rights and easements for the access to, installation, maintenance, repair, removal and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the Property. The GRANTOR agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment at its sole cost and expense and, following the completion of any such work and the disturbance of the GRANTEE's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTOR in such reasonable manner so as to minimize the disruption of the activities of the GRANTEE and its successors and assigns on the Property.

In addition to the rights reserved above, the GRANTOR hereby grants to the GRANTEE perpetual rights and easements for the access to, installation, maintenance, repair and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the GRANTOR's property. The GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work and the disturbance of the GRANTOR's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRRA Properties.

3. General Provisions. GRANTOR and GRANTEE acknowledge that (a) GRANTOR was established as a body corporate and politic and a public instrumentality of the State of Maine and is entrusted, pursuant to 5 M.R.S.A. section 13083-G with acquiring and managing the properties within the geographic boundaries of the former Brunswick Naval Air Station (“BNAS”) and (b) the GRANTOR has acquired certain portions of the property formerly comprising BNAS from the Government pursuant to the Government Source Deed and otherwise, and expects to acquire additional portions of the former BNAS from the Government (the portions of the former BNAS now owned by the GRANTOR together with those portions of the former BNAS to be subsequently acquired by the GRANTOR being collectively referred to herein as the “MRRA Properties”).

The rights and easements hereinabove reserved and the terms and conditions hereof shall be binding upon and shall inure to the benefit of the GRANTOR, its successors and assigns, and shall be appurtenant to the MRRA Properties.

**PURCHASE AND SALE AGREEMENT**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

**and**

**NE TENT REALTY LLC**

Property: Lot 45 on the Brunswick Landing Subdivision – Phase II, Brunswick Landing, Brunswick, Cumberland County, Maine, dated December 4, 2015, and recorded in the Cumberland County Registry of Deeds at Plan Book 215, Page 508, together with the improvements thereon (more specifically provided in the Agreement) .

## PURCHASE AND SALE AGREEMENT

**This Purchase and Sale Agreement** ("Agreement") is entered into as of the \_\_\_\_ day of February, 2016 (the "Effective Date"), by and between **Midcoast Regional Redevelopment Authority** ("MRRA") and **NE Tent Realty LLC** ("Purchaser").

In consideration of the mutual agreements herein set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **Agreement to Sell and Purchase.** For the Purchase Price (as defined in Section 3 below), and subject to the terms and conditions hereof, MRRA agrees to sell to Purchaser, and Purchaser agrees to purchase from MRRA, fee simple absolute title subject to the Permitted Encumbrances (as defined below) to the following property including without limitation any vehicle ways and/or private roads within the bounds of the areas so described, subject to the terms of this Agreement (which is herein sometimes collectively referred to as the "Property"):

Property: Lot 45 on the Brunswick Landing Subdivision – Phase II, Brunswick Landing, Brunswick, Cumberland County, Maine (see attached), dated December 4, 2015, and recorded in the Cumberland County Registry of Deeds at Plan Book 215, Page 508, together with the improvements thereon (the "Subdivision Plan") more specifically provided in the Agreement .

Said Lot 45 to be conveyed together with a right-of-way for pedestrian and vehicular access to Orion Street over Lots 46 and 47 as shown on the Subdivision Plan, and subject to a similar right-of-way over Lot 45 for the benefit of Lots 46 and 47, all to be more specifically documented in the property conveyance documents at Closing.

MRRA and Purchaser agree to exclude from the sale all electrical distribution system structures and equipment now or formerly owned by the U.S. Navy or by MRRA and located upon Property including all transformers, except that each electric line and equipment serving the Property shall be conveyed to Purchaser starting from the point immediately following the last transformer in the service line serving each building located on the Property and running to the point that such line enters such building.

MRRA and Purchaser agree to exclude from the sale all water and sewer system structures and equipment located upon the Property except that each water and sewer component directly serving the Property shall be conveyed to Purchaser starting from the edge of the street beneath which the main lines are buried and running to the point the line enters the Property. Purchaser shall take all such equipment subject to the previously existing rights of others therein. For purposes of clarity and avoidance of doubt, it is the intent of MRRA and Purchaser that MRRA retain ownership of all so-called trunk lines wherever on the Property they are situated.

Nothing in the foregoing paragraphs shall be deemed to extinguish the access and easement rights of Purchaser to the electrical, water and sewer lines retained by MRRA.

At Closing (as defined below), Purchaser shall enter into MRRA's Road and Common Facilities Maintenance Agreement, dated as of July 26, 2013 and recorded at Book 30884, Page 170 in the Cumberland County Registry of Deeds, by executing a Joinder in substantially the form contained therein with respect to the Property conveyed at the Closing.

After the Closing, Purchaser shall be responsible for all utility hookups and services with respect to the Property conveyed at the Closing.

2. **Easements.** At the Closing, Purchaser and MRRA shall execute, deliver, and cause to be recorded any and all instruments required to create easements sufficient for the provision of utility services and equipment, and the maintenance, repair and improvement thereof, together with such other easements as may be required for sufficient pedestrian and vehicular ingress and egress over, upon, and through the Property and the real estate owned by MRRA, as well as utility, construction, or other easements as may be reasonably requested by Purchaser or MRRA. Such instruments may be in the form of a Reciprocal Easement Agreement or other documents reasonably acceptable to Purchaser and MRRA and will provide that Purchaser shall have the ongoing obligation to maintain in a commercially reasonable manner all roads, sidewalks (including without limitation snowplowing and winter salting/sanding of such roads and sidewalks) and storm drains located on the Property, unless ownership of the same has been retained by MRRA. Notwithstanding the foregoing, MRRA may choose to include such easements in the deed in lieu of a separate agreement; if so, Purchaser shall also execute the deed to evidence its agreement.

3. **Purchase Price.** The purchase price for the Property is Two Hundred Twenty Five Thousand Dollars (\$225,000) (the "Purchase Price"). Twenty-two Thousand Five Hundred Dollars (\$22,500) (the "Deposit") of said Purchase Price shall be paid to Drummond Woodsum & MacMahon, P.A. ("MRRA's Attorney") within the three (3) business days next following the execution of this Agreement, to be held in escrow by MRRA's Attorney in a non-interest bearing account until the consummation or sooner termination of this Agreement; the Deposit shall be applied to the Purchase Price at the Closing as defined below or otherwise as provided in this Agreement.

4. **Closing.** The Closing shall occur at 10 A.M. on or before February 29, 2016, from the Effective Date at the offices of MRRA's Attorney, 84 Marginal Way, Suite 600, Portland, Maine, unless a different time and/or place is mutually agreed by Purchaser and MRRA. In the event that the Purchaser and MRRA have not agreed to a date for the Closing, then the Closing shall occur on the last day of the period specified above.

5. **Condition of Title.**

(a) On the date of the Closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections except for the Permitted Encumbrances (as defined in paragraph (b) below).

(b) Purchaser shall order a commitment for title insurance from a title company of Purchaser's choice (the "Title Company"). Purchaser shall deliver to MRRA

copies of said title commitment on or before the date which is thirty (30) days before the Closing, together with a written statement of Purchaser's objections, if any, to title and any survey provided to Purchaser by MRRA. Any matters shown on the title commitment and/or survey that are not objected to by Purchaser shall be "Permitted Encumbrances." In the event that Purchaser identifies objections to title or the below described survey, MRRA shall have thirty (30) days after receipt of Purchaser's written statement of objections to cure or satisfy such objections, and to furnish evidence satisfactory to Purchaser and the Title Company that all such exceptions have been cured or satisfied or that arrangements have been made with the Title Company and any parties in interest to cure or eliminate the same at or prior to Closing. If MRRA determines that it will not or cannot cure or satisfy such objections within said thirty (30) day period (or up to 30 additional days, if required to cure any title objection, in which case any Closing within such time period shall be postponed accordingly), Purchaser shall have the options set forth in paragraph (c) below. Purchaser shall have the right to update title prior to the Closing and report any new exceptions arising subsequent to the last title update and the foregoing provisions shall apply with respect to any newly discovered exceptions.

(c) If title to any portion of the Property cannot be conveyed to Purchaser in accordance with the requirements of this Agreement, then Purchaser shall have the option of (i) applying all or a portion of the Purchase Price for the portion of the Property being acquired to pay any liens of ascertainable amount against the portion of the Property being acquired at the time of Closing, taking such title as MRRA can convey and waiving the unfulfilled conditions, if any, or (ii) terminating this Agreement, in which event the Deposit shall be immediately refunded to Purchaser and neither party shall have any further liabilities or obligations hereunder. MRRA shall have no obligation to cure any Purchaser title objection.

6. **Inspections.** Purchaser shall have a period ending thirty (30) days from the Effective Date (the "Inspection Period") within which to inspect the Property. If, for any reason, or no reason at all, Purchaser is dissatisfied with its inspections of the Property and notifies MRRA in writing within the Inspection Period, this Agreement shall terminate without any further obligations on the part of either party, and the deposit shall be immediately refunded to Purchaser.

7. **Representations of Purchaser.** Purchaser, in order to induce MRRA to enter into this Agreement and to sell the Property, represents and warrants to MRRA as follows:

(a) Purchaser has the full power, authority and legal right to execute, deliver and comply with this Agreement and any other document or instrument relating thereto or the transactions contemplated hereby. All actions of Purchaser and other authorizations necessary for the execution and delivery of and compliance with this Agreement and such other documents and instruments have been taken or obtained or will be taken or obtained prior to Closing and, upon their execution, this Agreement and such other documents and instruments shall constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms and conditions hereof will not conflict with, or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Purchaser is a party or by which it is bound.

**8. Condition of the Property and Subsequent Development of the Property by Purchaser.**

(a) The parties acknowledge and agree that this is an AS-IS, WHERE-IS, WITH-ALL-FAULTS TRANSACTION with respect to the Property. Except as expressly provided in this Agreement, neither MRRA nor Purchaser has made and does not make any representation of any nature as to the physical condition or operation of the Property, as to the accuracy, thoroughness or completeness of, or the conclusions drawn in, any information provided by one party to the other, or as to any other matter or thing affecting or related to the Property including, without limitation, the presence of hazardous materials or substances, and each party hereby expressly acknowledges that no such other representations have been made by either party or relied on by either party. Neither MRRA nor Purchaser shall be liable or bound in any manner by any express or implied warranties, guaranties, promises, statements, representation, or information pertaining to the Property, made or furnished by any agent, employee, servant or other person representing or purporting to represent MRRA or Purchaser, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in this Agreement. All representations, warranties, understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND MRRA EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE OTHER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH

CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE EITHER PARTY FROM CLAIMS RELATING TO FRAUD.

(c) The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

9. **Conditions to MRRA's Obligations.**

The obligation of MRRA under this Agreement to sell the Property to Purchaser is subject to the satisfaction of the following conditions (any or all of which may be waived in whole or in part by MRRA at or prior to the Closing):

(a) All material representations and warranties by Purchaser set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing Date;

(b) Purchaser shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing;

(c) Purchaser shall have delivered an opinion, in form and substance satisfactory to MRRA, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

(d) Payment by Purchaser of the Purchase Price.

If any of the foregoing conditions precedent is not satisfied, MRRA shall have the option to (i) terminate this Agreement by written notice thereof to Purchaser at any time through and including the Closing at issue, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise expressly provided in this Agreement); or (ii) with respect to Sections (a) or (b) above, exercise any and all legal right or remedy available to MRRA under this Agreement or at law or in equity.

10. **Condition of Purchaser's Obligations.**

The obligation of Purchaser under this Agreement to buy the Property from MRRA at Closing is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser at or prior to the Closing):

(a) All material representations and warranties by MRRA set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing at issue;

(b) MRRA shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be

performed, observed and complied with prior to or as of the Closing;

(c) Title to the Property shall be good and marketable in accordance with the standards adopted by the Maine State Bar Association, but subject to the Permitted Encumbrances. MRRA shall execute such affidavits as Purchaser's title company may reasonably require;

(d) Purchaser shall be reasonably satisfied with any survey on the Property that MRRA may be obligated to provide by other provisions of this Agreement; and

(e) Purchaser shall not have terminated this Agreement as a result of its dissatisfaction with inspections as provided above; and

(f) MRRA shall have delivered an opinion, in form and substance satisfactory to Purchaser, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

If any of the foregoing conditions precedent is not satisfied, Purchaser shall have as its sole remedy the right to terminate this Agreement, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise expressly provided in this Agreement).

#### **11. Closing Deliverables.**

(a) At the Closing, MRRA shall execute, notarize (where appropriate), and deliver to Purchaser:

(i) a fully executed and acknowledged Quitclaim Deed with Covenant ("Deed") in a form reasonably acceptable to Purchaser;

(ii) a Non-Foreign Affidavit pursuant to the Foreign Investment in Real Property Tax Act, as amended;

(iii) all documents reasonably required by the Title Company such as an owner's affidavit including a statement that all real estate taxes have been paid, settled, and cleared, which are reasonably necessary in order for said title company to issue an ALTA form owner's title insurance policy to Purchaser; and

(iv) a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree, together with such other documents as are reasonably requested by Purchaser's counsel.

(b) At the Closing, Purchaser shall deliver to MRRA the Purchase Price. At the Closing, Purchaser shall deliver to MRRA a fully executed and acknowledged instrument obligating Purchaser under MRRA's Road Maintenance and Common

Facilities Agreement (as referenced above) and a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree.

(c) Purchaser and MRRA shall each execute and deliver to the other at the Closing any and all other documents customarily delivered at closings for similar transactions in Maine, as well as any and all other documents reasonably requested by the other.

12. **Possession.** At the Closing, MRRA shall deliver to Purchaser actual possession of the Property being purchased subject to the Permitted Encumbrances and any easements contemplated by this Agreement.

13. **Transfer Taxes.** At the Closing, MRRA and Purchaser shall each pay their share of real estate transfer taxes, as applicable.

14. **Apportionments.**

(a) At the Closing, all real estate taxes applicable to the Property being acquired for the tax year in which Closing occurs shall be paid by Purchaser as of the Closing Date – it being recognized that Purchaser is a Tenant in the subject MRRA Property and, as such, is responsible for the taxes.

(b) All utilities, water charges and sewer charges shall be paid by Purchaser at the Closing based upon the applicable billing period for each such charge -- it being recognized that Purchaser is a Tenant in the subject MRRA Property and, as such, is responsible for the utilities .

(c) The provisions of this Section shall survive the Closing.

15. **Fire and Casualty.** The risk of loss with respect to the Property shall remain on MRRA until the Closing.

16. **Binding Obligations.** Except as otherwise provided in this Agreement, Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of MRRA, which MRRA may reasonably withhold. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and bind the respective successors and assigns of MRRA and Purchaser.

17. **Brokers.** Purchaser and MRRA each represent to the other that it has not dealt with any broker or other person who may be entitled to a real estate broker's commission or a finder's fee in connection with the transaction contemplated by this Agreement. MRRA and Purchaser shall each defend, indemnify and hold the other harmless against all damages, liability, losses, costs and expenses incurred as a result of any claim for a commission or fee by any broker, agent, finder or person who shall have dealt with MRRA or Purchaser, as applicable, in connection with this transaction. The provisions of this Section shall survive the Closing or sooner termination of this Agreement.

18. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be personally delivered, delivered by reputable overnight courier or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address below set forth, or at such other address as such other party shall designate by notice. Such notices shall be effective when dispatched, except that the time period within which any party may respond to a notice pursuant to this Agreement shall not commence until the earlier of such party's actual receipt of such notice, the third business day after dispatch in the case of notices by certified mail, or the first business day after dispatch for timely next day delivery by overnight delivery.

If to MRRA:

Steven H. Levesque, Executive Director  
Midcoast Regional Redevelopment Authority  
2 Pegasus Street, Suite 1, Unit 200  
Brunswick, ME 04011

With a copy to:

John S. Kaminski, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

If to Purchaser:

NE Tent Realty LLC  
111 Orion Street  
Brunswick, ME 04011  
ATTN: David Norton, Owner

With a copy to:

Kelley Young, Esq.  
Troub Heisler, PA  
P.O. Box 9711  
Portland, ME 04104-5011

19. **Recording.** This Agreement shall not be recorded.

20. **Whole Agreement; Amendments; Survival.** This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to

the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. Any exhibits and riders referred to above constitute part of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing specifically referring to this Agreement and signed by the party against whom enforcement of same is sought. Except for the provisions of this Agreement which expressly contemplate survival of the Closing or earlier termination of this Agreement, (i) none of the terms of this Agreement shall survive the Closing or early termination of this Agreement, and (ii) if the Closing occur, the delivery and acceptance of the documents executed and delivered at the Closing shall effect a merger and be deemed to establish the full performance of the parties under this Agreement, except for the provisions of this Agreement which expressly survive the Closing.

21. **Counterparts.** This Agreement may be executed electronically by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement.

22. **Holidays.** Wherever this Agreement provides for a date, day or period of time on or prior to which actions or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

23. **Governing Law.** This Agreement and all issues arising hereunder shall be governed by the laws of the State of Maine.

24. **Time of the Essence.** Time is of the essence of this Agreement.

25. **Purchaser's Default.** In the event Purchaser shall default in the observance or performance of any of its obligations under this Agreement, then MRRA shall have the right: (i) to specific performance; (ii) to terminate this Agreement and retain the Deposit; (iii) to bring an action against Purchaser for actual damages, or (iv) to exercise any other right or remedy available to MRRA at law or in equity. MRRA's remedies shall be cumulative.

26. **MRRA's Default.** In the event MRRA shall default in the observance or performance of any of its obligations under this Agreement, then Purchaser shall have the right: (i) to terminate this Agreement, and receive a prompt refund of the Deposit; (ii) to bring an action against MRRA for specific performance; (iii) to bring an action against MRRA for actual damages, or (iv) to exercise any other right or remedy available to Purchaser at law or in equity. Purchaser's remedies shall be cumulative, but no other remedies at law or in equity shall be available against MRRA, provided, however, that in no event shall damages shall be recoverable as a result of a failure of title or attributable to any damages incurred by Purchaser other than actual expenditures reasonably incurred subsequent to the date of this Agreement and prior to the Closing.

**In Witness Whereof**, the parties have executed this Agreement as of the date and year first above written.

**Witness:**

Kathy Paradis

**NE Tent Realty LLC**

By: David S. Norton  
David Norton

Its: Member

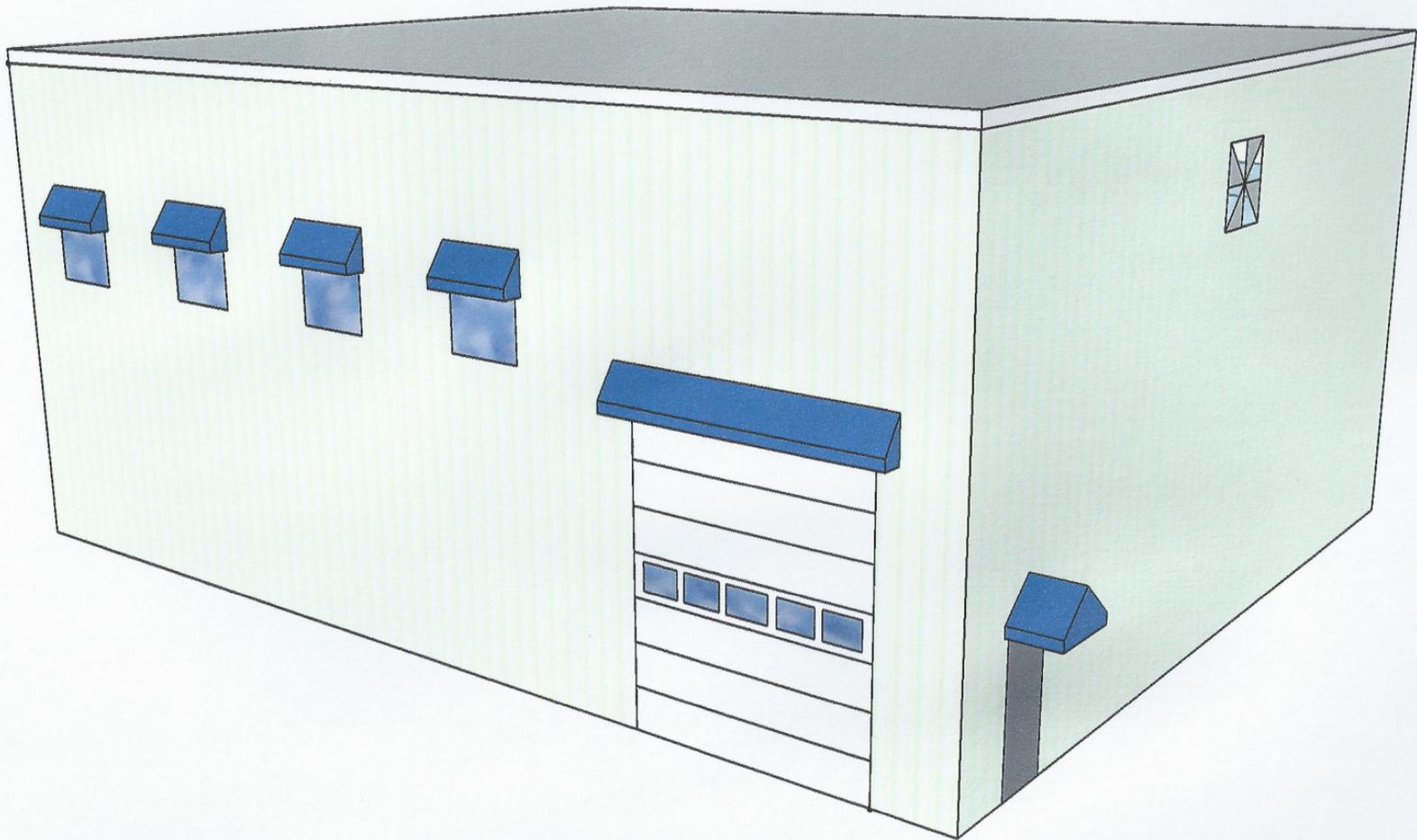
Kathy Paradis

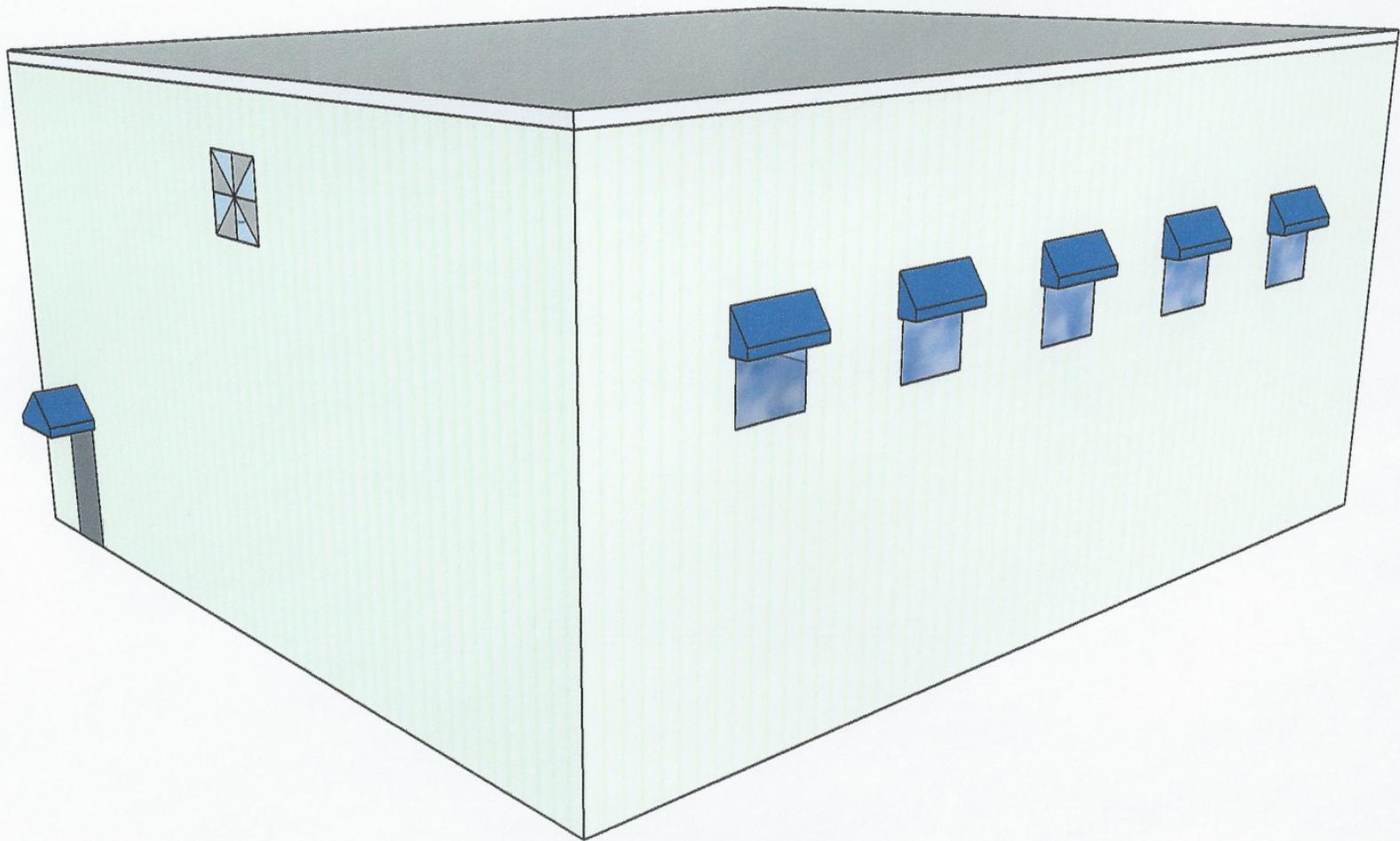
**Midcoast Regional Redevelopment  
Authority**

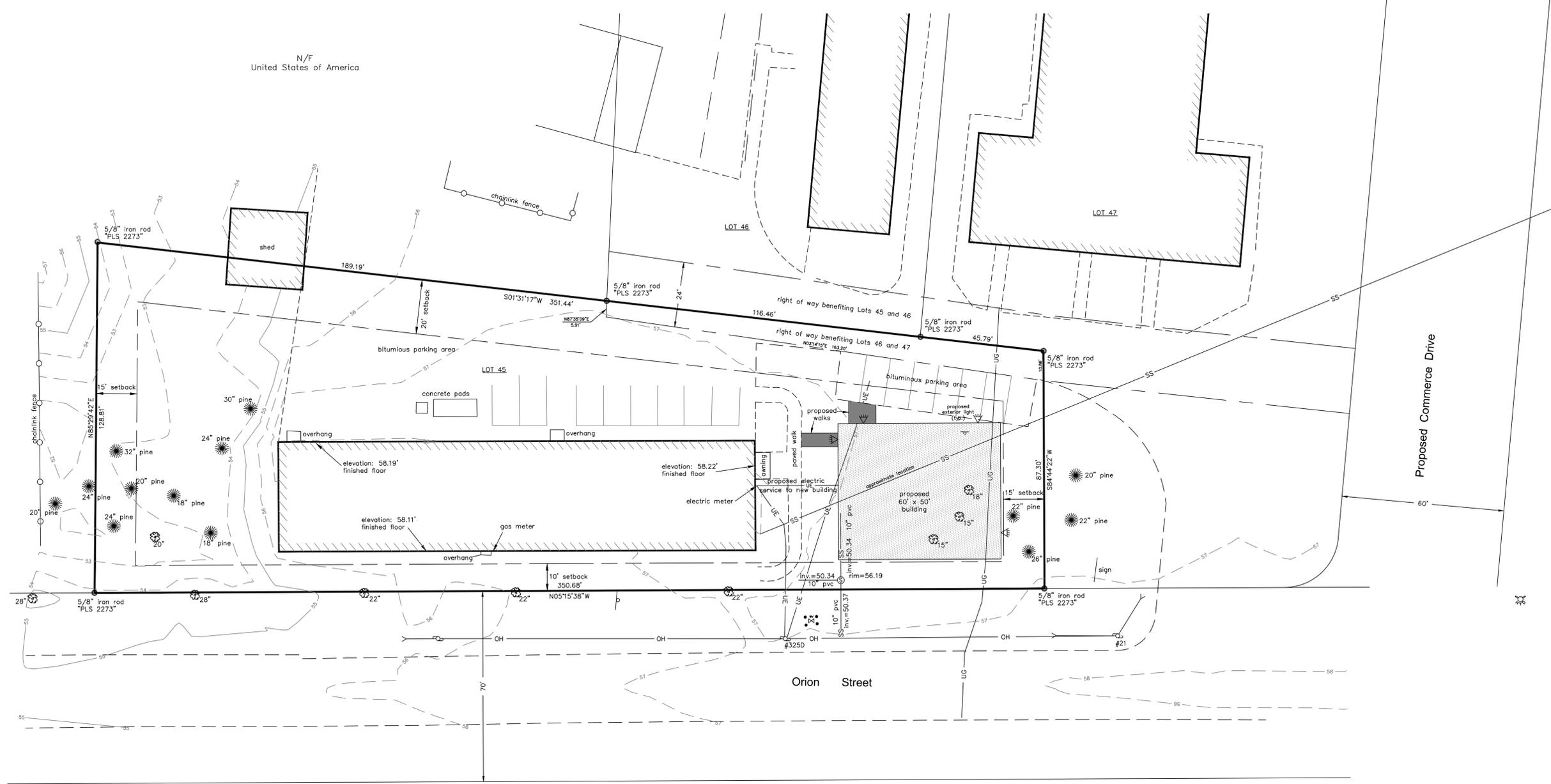
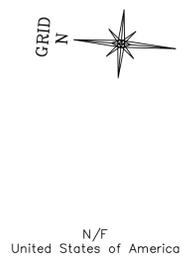
By: Steven H. Levesque  
Steven H. Levesque,  
Its: Executive Director











**LEGEND**

- Iron marker - found
- Property line (locus)
- Property line (abutter)
- Easement line
- Edge of pavement
- Utility pole
- Guy wire
- Water valve
- Fire hydrant
- Sewer manhole
- Ballard
- Sign
- Overhead utility line
- Sewer line
- Underground gas line
- Underground electric line
- Contours (1ft)
- Contours (5ft)
- Lot number per plan reference
- Deciduous tree
- Coniferous tree
- Existing building

- NOTES**
- 1) Book and Page references are to the Cumberland County Registry of Deeds.
  - 2) Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.
  - 3) Elevations are based on NAVD83 datum derived from GPS observations.
  - 4) Utility information on this plan is approximate, based on location of visible features and information. DigSafe and/or the appropriate utilities should be contacted prior to any construction.
  - 5) Project area was covered by snow and ice at the time of the survey and some features may have been obscured and not shown on this plan.

**PLAN REFERENCES**

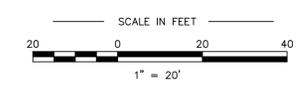
1) Subdivision Plan of Brunswick Landing Subdivision-Phase II made for Midcoast Regional Redevelopment Authority by Wright-Pierce dated December 4, 2015 and revised December 2015, recorded in Plan Book 215, Page 508.

**AREA**

37,816 square feet / 0.87 acres

**OWNER OF RECORD**

Midcoast Regional Redevelopment Authority  
Book 31836, Page 121  
Book 31376, Page 001



TBM: nail in utility pole #325  
elevation=58.47



**CERTIFICATION**

This survey conforms to the current standards of practice set forth by the Maine State Board of Licensure for Land Surveyors.

Rex J. Croteau, P.L.S. #2273

**PLAN OF**  
**Existing Conditions Survey**

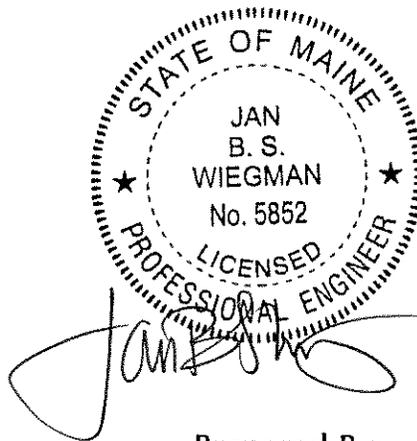
Orion Street  
Brunswick, Maine

MADE FOR  
**New England Tent And Awning**  
Orion Street  
Brunswick, Maine

JOB #216012	DATE: February 17, 2016	SCALE: 1" = 20'
BOOK #894		
216010.dwg		
FILE #9815	133 Gray Road, Falmouth, Maine 04105 (207)797-9199 www.titcombsurvey.com	

**STORMWATER MANAGEMENT PLAN  
&  
INSPECTION, MAINTENANCE & HOUSEKEEPING  
PLAN**

**New England Tent & Awning  
Proposed Tent Washing Facility  
111 Orion Street, Brunswick Landing  
Brunswick, Maine**



Prepared By:

Wright-Pierce  
99 Main Street  
Topsham, Maine 04086

**Section 411.5C**  
**STORMWATER MANAGEMENT PLAN**

**New England Tent & Awning**  
**Proposed Tent Washing Facility**  
**111 Orion Street, Brunswick Landing**  
**Brunswick, Maine**

**1.1 INTRODUCTION**

This Stormwater Management Plan has been prepared to address the stormwater runoff impacts for stormwater quality associated with the proposed development of the tent washing facility.

**2.1 EXISTING CONDITIONS**

The property proposed for development is shown as Lot 45 on a plan entitled "Subdivision Plan, Brunswick Landing Subdivision - Phase II, Brunswick Landing, Brunswick, Cumberland County, Maine", dated December 4, 2015, revised through December 2015, by Wright-Pierce, recorded in Cumberland County Registry of Deeds in Plan Book 215, Page 508 ("Subdivision Plan"), and is occupied by an existing building, lawn areas and pavement, all located on the easterly side of Orion Street at Brunswick Landing.

The topography of the portion of the site proposed for development is an area of lawn that is relatively flat with intermittent and shallow undulations and generally slopes from Orion Street easterly across the site.

Stormwater generated at the portion of the property proposed for development, generally travels from Orion Street easterly across and off the property onto a shared paved driveway on land currently owned by Midcoast Regional Redevelopment Authority ("MRRA"), said land being shown as Lot 47 on the Subdivision Plan, and then continuing southerly along the easterly edge of the paved driveway and across a paved parking area to a meadow area and other land of MRRA.

In the lawn areas of the site there is no evidence of standing water, and it appears that the majority of stormwater flows in those areas infiltrate down through the soils prior to reaching the paved areas.

### **2.1.1 Land Cover**

The undeveloped portion of the project site is occupied by lawn and five overstory trees.

### **2.1.2 Site Topography**

(See Section 2.1, above)

### **2.1.3 Surface Water Features**

There are no streams on or adjacent to the site. The site is not tributary to any lakes that are impaired or threatened by phosphorous, however it is located in the watershed of Mare Brook an Urban Impaired Stream as defined by Maine DEP.

According to the “Urban Impaired Stream Standard” of Chapter 500, “Section 4. Stormwater Standards, E. Urban Impaired Stream Standard”, a project is required to meet the urban impaired stream standard “...if the project is located in the direct watershed of an urban impaired stream (“UIS”) and requires a Site Law permit or permit modification”. As the proposed project does not require a Site Law permit or permit modification, it is not required to meet the UIS standard.

### **2.1.4 Soils**

Soils on the Brunswick Landing Subdivision site are shown on the map entitled “Figure 2-5, Soils of NAS Brunswick, Brunswick, Maine”, prepared by Ecology & Environment, Inc. included in Appendix F, Ecological Communities and Wetland Resources Report, of the Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Brunswick, Maine, dated November 2010, published by the U.S. Department of the Navy, (EIS) (Soils Map).

Figure 2-5 has been modified by Wright-Pierce to show the location of the project site and to highlight the pertinent soil types and is attached hereto.

### **3.1 PROPOSED CONDITIONS**

The proposed project consists of adding a standalone 3,000 square foot tent washing building and approximately 143 square feet of access paving. The proposed structure will serve to provide storage and space for washing and drying the company's tents and other rental items.

The new building and paved areas will occupy areas currently occupied as lawn.

In order to provide stormwater quantity and quality treatment of runoff from the new roof surface a Dry Well Roof Runoff Infiltration BMP ("BMP") will be installed along the southerly side of the new building. The BMP will consist of a 45-foot long by 6-foot wide by 6-foot deep trench filled with small clean stones. The roof of the proposed building will slope from west to east, and roof runoff will be collected by a gutter system along the easterly side of the building and directed into the BMP. The runoff will be stored in the dry well and will eventually infiltrate down into the underlying soils. As stated in the DEP "Stormwater Design Manual" for Dry Wells, "...most runoff pollutants will become bound to the soil under the well while the water percolates to the groundwater table".

In addition to controlling the quality of the stormwater runoff from the roof, the BMP has been designed to control stormwater quantity as well. The proposed Dry Well BMP has been sized to store and infiltrate the volume of runoff expected from the roof for the 25-year, 24-hour storm event.

#### **3.1.1 Alteration to Drainage Characteristics**

The existing drainage characteristics of the site will be modified slightly to allow for the incorporation of the stormwater BMP into the site design to provide water quality and quantity control.

### **3.1.2 Alteration to Land Cover**

The existing land cover, consisting mainly of lawn with five overstory trees, will be altered to the extent necessary to provide the proper site for the project. Land cover outside of the project site will be preserved in its current state.

### **3.1.3 Downstream Waterbodies**

Surface runoff from the development is tributary to Mare Brook located several thousand feet southerly of the project site.

## **4.1 REGULATORY REQUIREMENTS**

### **4.1.1 Town of Brunswick**

The proposed project has been classified by the Town as a Minor Development and as such shall be reviewed by the Staff Review Committee and shall be subject to approval by the Town of Brunswick Planning Staff. According to the Town of Brunswick Zoning Ordinance, “Subsection 411.5, Storm Water Management” of “Section 411, Review Standards”, “...The proposed development shall satisfy the recommended storm water quality standards described in Storm Water Management for Maine: Best Management Practices, published by the State of Maine Department of Environmental Protection, November, 1995, as amended.”

This Stormwater Management Plan has been developed to meet the applicable stormwater standards of the Town of Brunswick.

### **4.1.2 Maine Department of Environmental Protection (MDEP)**

The proposed project does not meet any thresholds for review under the State’s Stormwater Management Law.

## 4.2 WATER QUALITY TREATMENT

### 4.2.1 General Considerations

Stormwater quality treatment for the project will be provided by the proposed BMP. The proposed BMP is a Dry Well Roof Runoff Infiltration BMP. The BMP will be used to treat and infiltrate the runoff from the roof of the new building.

For this project, the BMP will be treating only runoff from the new roof area and no runoff from landscaped areas. Thus, for water quality treatment purposes, the BMP is required to store 250 cubic feet (3,000 s.f. x 1”) of runoff volume (“Water Quality Volume”). As stated previously, the BMP has been over-sized in order to retain runoff from the large 25-year storm event and will have the capacity to easily store the required water quality volume. The downspout will have a relief opening to discharge larger storm flows to the surface.

### 4.2.2 BMP Design Considerations

The Dry Well BMP was designed and sized in accordance with the following considerations set forth in Chapter 6, Infiltration BMPs, Section 6.2.1 Dry Well of MDEP Volume III. BMP Technical Design Manual:

Treatment Volume - A Dry Well BMP must retain a runoff volume equal to 1.0 inch times the subcatchment's impervious area plus 0.4 inch times the subcatchment's landscaped developed area and infiltrate this volume into the ground.

For this project, the BMP will be treating only runoff from the new roof area and no runoff from landscaped areas. Thus, for water quality treatment purposes, the BMP is required to store 250 cubic feet (3,000 s.f. x 1”) of runoff volume (“Water Quality Volume”). As stated previously, the BMP has been over-sized in order to retain runoff from the large 25-year storm event and will have the capacity to easily store the required water quality volume. The 25-year storm event produces an estimated 5.5 inches of rainfall over a 24-hour period which results in a total volume of runoff from the roof of approximately 1,300 cf over the storm event. The infiltration trench has been designed to store 648 cf of runoff from the roof which is adequate to store the entire 25-

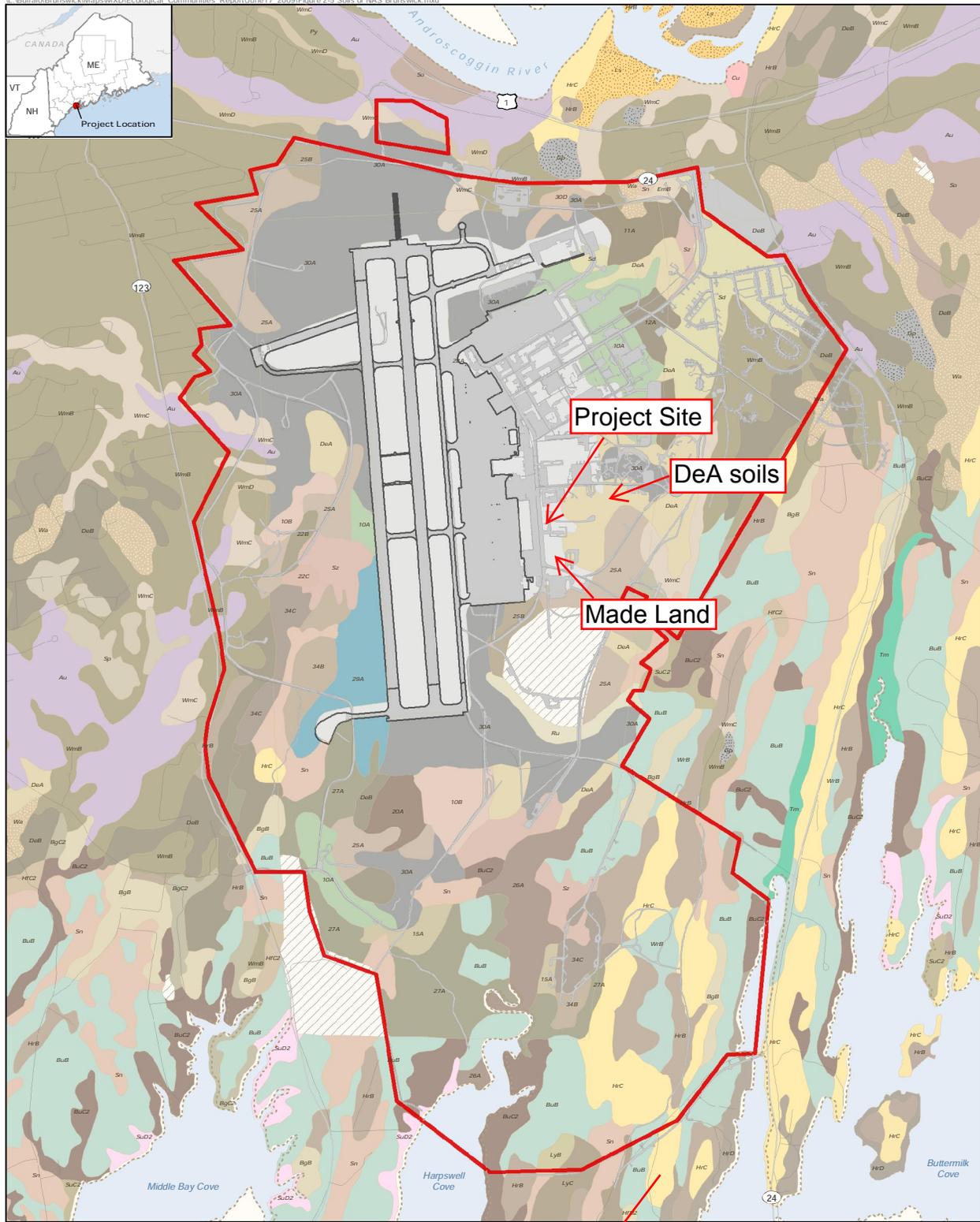
year storm event considering that the stored runoff is infiltrating down through the Dry Well BMP into the soil at a calculated rate of 2.41-inches per hour. The depth to ground water has been noted in a nearby observation well adjacent to the proposed road where the depth of the ground water was at elevation 48.2 feet with a relatively flat grade between the well location and the site of the proposed Dry Well BMP.

## **5.1 CONCLUSIONS**

By incorporating the proposed Dry Well BMP presented in this report into the project's stormwater management system, runoff from the roof of the proposed building will receive treatment that exceeds the requirements of "Subsection 411.5, Storm Water Management" of "Section 411, Review Standards" of the Town of Brunswick Zoning Ordinance.

## **5.2 MAINTENANCE & PROTECTION OF STORMWATER SYSTEM**

Long-term responsibilities for maintenance and protection of the project's stormwater drainage system, stormwater treatment systems, landscaped and paved areas and permanent erosion control measures will be assumed by the applicant. A Maintenance Plan has been developed for the project and the components of the plan are detailed in "Section 411.7, Erosion Control" included with Exhibit E of this application.



**Legend**

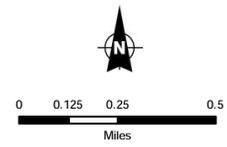
No Value	25B Adams loamy fine sand	BgC2 Belgrade very fine sandy loam	HrC Hollis fine sandy loam	SuC2 Suffield silt loam
10A Udothents-Croghan complex	26A Gouldsboro silt loam	BuB Buxton silt loam	HrD Hollis fine sandy loam	SuD2 Swanton silt loam
10B Udothents-Croghan complex	27A Lamoine silt loam	BuC2 Buxton silt loam	*Ls Limerick-Saco silt loams	Sz Swanton fine sandy loam
11A Haplaquents-Finch complex	28A Urban land-Udothents-Haplaquents association	Cu Cut and fill land	LyB Lyman fine sandy loam	*Tm Tidal marsh
12A Haplaquents-Naumburg complex	29A Haplaquents-Scatic complex	DeA Deerfield loamy sand	LyC Lyman fine sandy loam	*Wa Walpole fine sandy loam
15A Haplaquents-Lamoine complex	30A Udothents-Adams complex	DeB Deerfield loamy sand	Py Podunk fine sandy loam	WmB Windsor loamy sand
*20A Naumburg loamy fine sand	30D Udothents-Adams complex	EmB Elmwood fine sandy loam	*Ru Rumney fine sandy loam	WmC Windsor loamy sand
22B Adams-Lyman complex	34B Tunbridge fine sandy loam	Gp Gravel pits	*Sd Saugatuck loamy sand	WmD Windsor loamy sand
22C Adams-Lyman complex	34C Tunbridge fine sandy loam	HIC2 Hartland very fine sandy loam	*Sn Scantic silt loam	WrB Woodbridge fine sandy loam
25A Adams loamy fine sand	Au Au Gres loamy sand	HID2 Hartland very fine sandy loam	*So Scarborough sandy loam	
	BqB Belgrade very fine sandy loam	HRB Hollis fine sandy loam	*Sp Sebago mucky peat	

Note: \* Indicates Hydric Soil Types

Source: Normandeau Associates, 1998.

NAS Brunswick Property Boundary

Figure 2-5  
Soils of NAS Brunswick  
Brunswick, Maine



**Section 411.5C1**  
**INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN**

**New England Tent & Awning**  
**Proposed Tent Washing Facility**  
**111 Orion Street, Brunswick Landing**  
**Brunswick, Maine**

**Introduction**

The following plan outlines the anticipated inspection and maintenance procedures for the erosion and sedimentation control BMPs as well as stormwater management devices for the project site. Also, this plan outlines several housekeeping requirements that shall be followed during and after construction. These procedures should be followed in order to ensure the intended function of the designed measures and to prevent unreasonable adverse impacts to the surrounding environment.

The procedures outlined in this inspection and maintenance plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the Maine Erosion and Sediment Control BMPs manual published by the Maine Department of Environmental Protection (MDEP) as revised (BMPs) and/or the Maine Stormwater Best Management Practices Manual as published by the MDEP (“BMP Manual”).

**During Construction**

1. **Inspection:** During the construction process, it is the Contractor’s responsibility to comply with the inspection and maintenance procedures outlined in this Plan. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.
2. **Maintenance:** All measures shall be maintained in an effective operating condition until disturbed areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within 7 calendar days and prior to any storm event (rainfall).
3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need

maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, a notation shall be entered in the log describing the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the silt fence fabric or the filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be immediately replaced.
- Sediment deposits should be removed after each storm event. They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

C. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

## **After Construction**

1. **Inspection:** After construction, it is the responsibility of the owner or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions in all applicable permits, shall conduct the inspections.
2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction.
  - A. **Vegetated Areas:**
    - a. Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems.
    - b. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
  - B. **Winter Sanding:** Pervious surfaces and pavement, whether asphalt, concrete or paving stones, have the potential to become impervious if not properly maintained. The following need to be planned for and be met:
    - a. Sweep, vacuum and/or pressure wash pavement twice annually at a minimum.
    - b. Limit salt use for deicing and do not use sand.
    - c. Remove leaves and organic debris in the fall.
    - d. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.
  - C. **Dry Well Infiltration BMP:** Preventive maintenance is vital for the long-term effectiveness of an infiltration system. Since infiltration is less conspicuous than most BMPs, it is easy to overlook during maintenance inspections. The following criteria apply to all infiltration systems:
    - a. Fertilization of the area over the infiltration bed should be avoided unless absolutely necessary to establish vegetation.
    - a. Snow removed from any on-site or off-site areas may not be stored over an infiltration area.
    - b. Inspect the infiltration system several times in the first year of operation and at

least annually thereafter. Conduct the inspections after large storms to check for surface ponding at the inlet that may indicate clogging. Water levels in the observation well should be recorded over several days after the storm to ensure that the system drains within 72 hours after filling.

- c. The observation well pipe should be used to measure the accumulation of sediment and to determine how quickly the system drains after a storm.
  - d. Gutter Cleaning: Remove any leaves, seeds, and other debris from the roof's gutters every spring and every fall. A coarse screen or grate should be installed at the head of each downspout leading to the dry well. Replace the screen or grate if it is broken.
  - e. Rehabilitation: Clogging of a dry well is likely to occur at the bottom of the well. Relieve this clogging by excavating away the turf and soil over the well; removing the existing stone and perforated pipe; and rebuilding the dry well. Dig out the soil at the bottom of the dry well and replace it with a six-inch layer of clean sand. The old stone in the dry well can be reused if it is washed prior to reinstalling it in the well. To minimize the eventual cost of rehabilitation, the dry well should be located in a lawn area as close as possible to the ground surface.
3. **Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district, or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system.

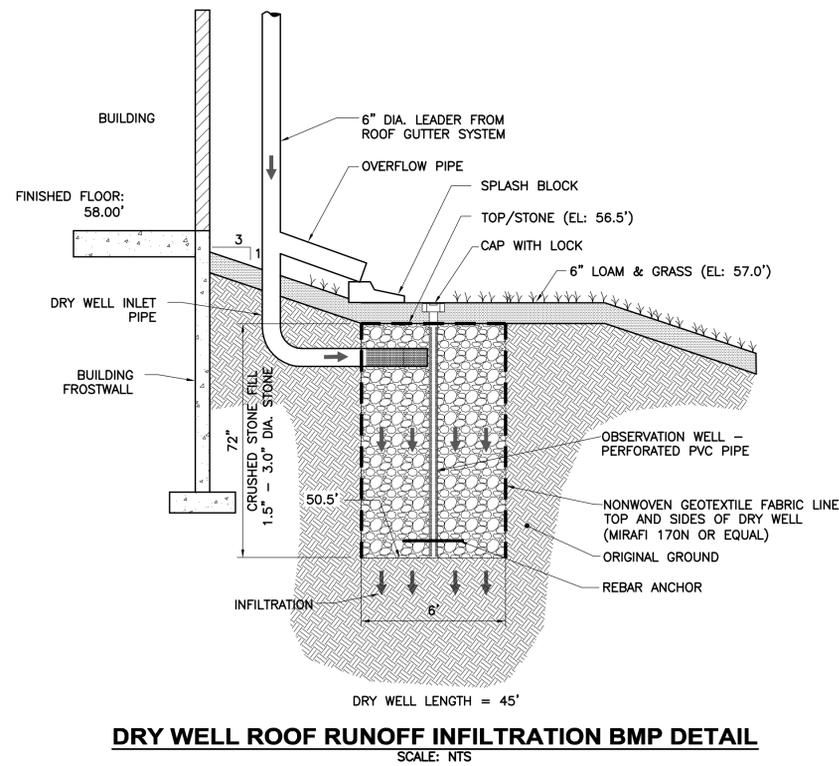
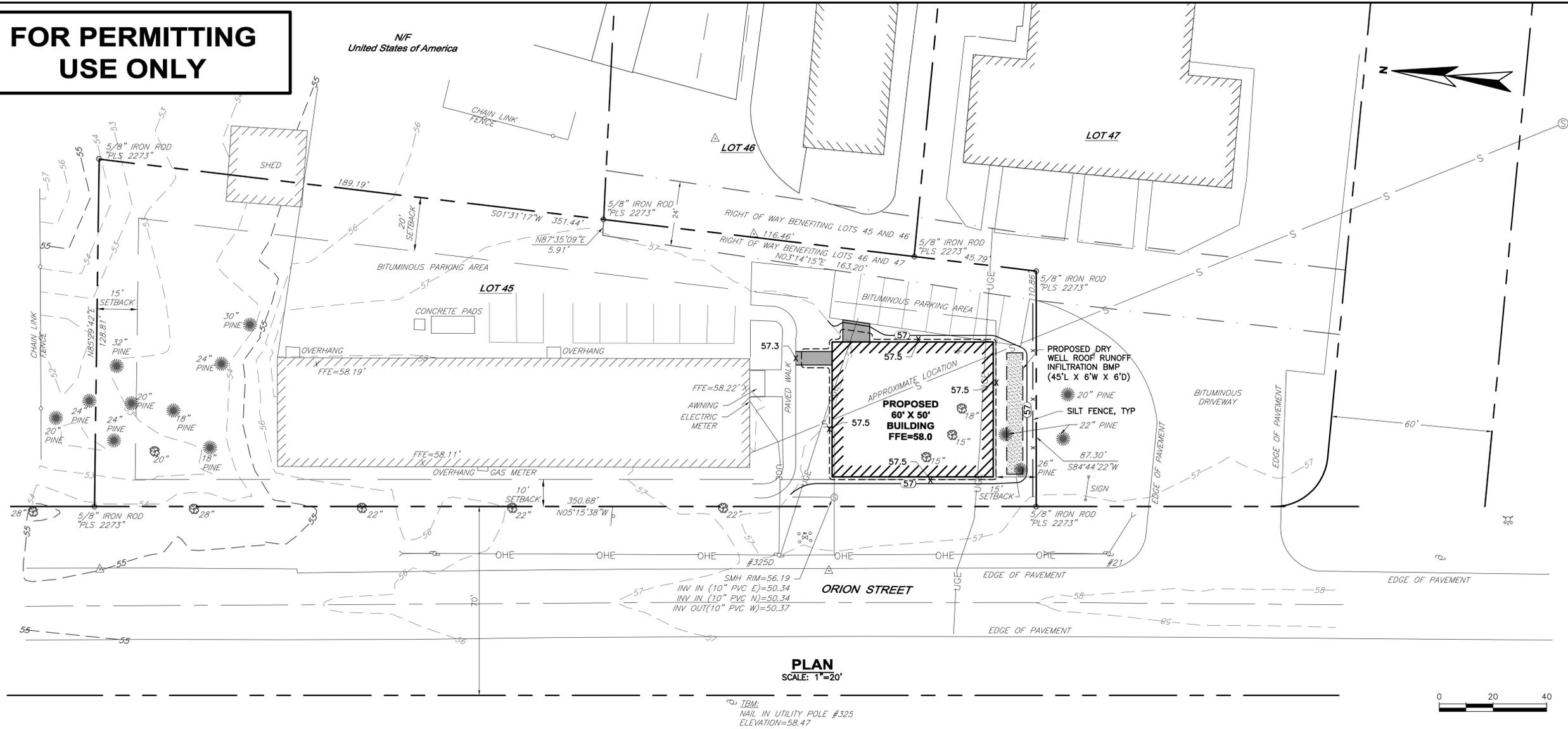
### **Housekeeping**

The following general performance standards apply to the proposed project both during and after construction.

- A. Spill prevention: Controls must be used to prevent pollutants from being discharged from materials and equipment on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- B. Groundwater protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- C. Fugitive sediment and dust: Actions must be taken to insure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.

- D. Debris and other materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
  
- E. Trench or foundation dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved.

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 USE ONLY**



- PLAN NOTES:**
- THIS EXISTING SITE CONDITIONS SHOWN ON THIS PLAN ARE BASED EXCLUSIVELY ON PLAN REFERENCE 1. THE PROPOSED BUILDING LOCATION WAS SET BY OTHERS AND THE SITE GRADING AND THE STORMWATER TREATMENT BEST MANAGEMENT PRACTICES INFILTRATION SYSTEM WERE PREPARED BY WRIGHT-PIERCE.
  - THIS SITE PLAN IS ORIENTED TO GRID NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83), MAINE STATE PLANE COORDINATE SYSTEM, EAST ZONE, AS SET FORTH ON PLAN REFERENCE 1.
  - AS NOTED ON PLAN REFERENCE 1, ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM AS DERIVED FROM GPS OBSERVATIONS.
  - THE PROPERTY INVOLVED IN THIS CONSTRUCTION PROJECT IS OWNED BY NEW ENGLAND TENT & AWNING, 111 ORION STREET, BRUNSWICK, MAINE 04011, AND IS SHOWN, IN PART, AS LOT #81 ON TOWN OF BRUNSWICK ASSESSORS MAP #40. THE PROPERTY IS ALSO SHOWN AS LOT #45 ON PLAN REFERENCE 2.

- PLAN REFERENCES:**
- "PLAN OF EXISTING CONDITIONS SURVEY, ORION STREET, BRUNSWICK, MAINE, MADE FOR NEW ENGLAND TENT & AWNING, ORION STREET, BRUNSWICK, MAINE", DATED FEBRUARY 17, 2016 BY TITCOMB ASSOCIATES.
  - "SUBDIVISION PLAN, BRUNSWICK LANDING SUBDIVISION - PHASE II, BRUNSWICK LANDING, BRUNSWICK, CUMBERLAND COUNTY, MAINE", DATED DECEMBER 4, 2015, REVISED THROUGH DECEMBER 2015, BY WRIGHT-PIERCE, RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 215, PAGE 508.

CIVIL ABBREVIATIONS		LEGEND	
EXISTING	PROPOSED	EXISTING	PROPOSED
&	AND	EMH	ELECTRIC MANHOLE
Ø	DIAMETER	TMH	TELEPHONE MANHOLE
#	NUMBER		GATE VALVE
APP'D	APPROVED		CURB STOP
BLDG	BUILDING		YARD HYDRANT
CB	CATCH BASIN		HYDRANT
CEN	CENTER		UTILITY POLE
CI	CAST IRON		UTILITY POLE W/ GUY
CL	CENTERLINE		UTILITY POLE W/ LIGHT
CMP	CORRUGATED METAL PIPE		LIGHT POLE
CO	CLEANOUT		BOLLARD
CONC	CONCRETE		FLAGPOLE
COR	CORNER		CONIFEROUS TREE
DEM	DEMOLITION		DECIDUOUS TREE
DMH	DRAIN MANHOLE		SHRUB
DI	DUCTILE IRON		EDGE OF WATER
DR	DRAIN		STREAM
DWG	DRAWING		EDGE OF WETLANDS
EL	ELEVATION		FLOODPLAIN
EMH	ELECTRIC MANHOLE		WETLANDS
FM	FORCE MAIN		DRAINAGE FLOW
FT	FEET		DRAINAGE SWALE
G	GAS		PAVEMENT MARKINGS
HYD	HYDRANT		SIGN
INV	INVERT		MAILBOX
MAX	MAXIMUM		TP-2
MH	MANHOLE		B-3
MIN	MINIMUM		P-4
N	NORTH		MW
N/A	NOT AVAILABLE/APPLICABLE		
NTS	NOT TO SCALE		
PVC	POLYVINYL CHLORIDE		
RCP	REINFORCED CONCRETE PIPE		
RD	ROAD		
REQ'D	REQUIRED		
S	SLOPE, SEWER		
SD	STORM DRAIN		
SF	SQUARE FEET		
SMH	SANITARY SEWER MANHOLE		
STA	STATION		
TBM	TEMPORARY BENCH MARK		
TOS	TOP OF STRUCTURE		
TYP	TYPICAL		
UD	UNDERDRAIN		
UG	UNDERGROUND		
UGE	UNDERGROUND ELECTRIC		
W/	WITH		
---	PROPERTY/ROW LINE	---	PROPERTY/ROW LINE
---	SETBACK LINE	---	SETBACK LINE
---	EASEMENT LINE	---	EASEMENT LINE
---	CENTERLINE	---	CENTERLINE
---	EDGE OF PAVEMENT	---	EDGE OF PAVEMENT
---	CURBING	---	CURBING
---	EDGE OF GRAVEL	---	EDGE OF GRAVEL
---	EDGE OF CONCRETE	---	EDGE OF CONCRETE
---	CONTOUR	---	CONTOUR
---	BUILDING	---	BUILDING
---	STONEWALL	---	STONEWALL
---	TREELINE	---	TREELINE
---	CHAIN LINK FENCE	---	CHAIN LINK FENCE
---	STOCKADE FENCE	---	STOCKADE FENCE
---	BARB WIRE FENCE	---	BARB WIRE FENCE
---	RETAINING WALL	---	RETAINING WALL
---	GUARDRAIL	---	GUARDRAIL
---	SEWER	---	SEWER
---	SEWER FORCE MAIN	---	SEWER FORCE MAIN
---	GAS	---	GAS
---	WATER	---	WATER
---	STORM DRAIN	---	STORM DRAIN
---	UNDERDRAIN	---	UNDERDRAIN
---	CULVERT	---	CULVERT
---	UNDERGROUND ELECTRIC	---	UNDERGROUND ELECTRIC
---	OVERHEAD ELECTRIC	---	OVERHEAD ELECTRIC
---	IRON PIPE/REBAR	---	IRON PIPE/REBAR
---	DRILLHOLE	---	DRILLHOLE
---	MONUMENT	---	MONUMENT
---	SURVEY CONTROL POINT	---	SURVEY CONTROL POINT
---	SPOT ELEVATION	---	SPOT ELEVATION
---	SEWER MANHOLE	---	SEWER MANHOLE
---	DRAINAGE MANHOLE	---	DRAINAGE MANHOLE
---	CATCH BASIN	---	CATCH BASIN

DESIGNED BY: RCC  
 CAD COORD: MRL  
 CHECKED BY: JBW  
 DATE: 2-25-16  
 APPROVED BY: JCF  
 DATE: 2-25-16  
 PROJECT NO: 120090

ISSUED FOR PERMITTING

NO. 1  
 DATE: 2-16

WRIGHT-PIERCE  
 Engineering a Better Environment  
 Offices Throughout New England  
 888.621.8156 | www.wright-pierce.com

NEW ENGLAND TENT & AWNING  
 111 ORION ST. BRUNSWICK LANDING, BRUNSWICK, ME  
 LOT 45 - BRUNSWICK LANDING SUBDIVISION - PHASE II  
 BRUNSWICK, CUMBERLAND COUNTY, MAINE

STORMWATER CONTROL SITE PLAN AND DETAIL

**DRAWING**  
 1

**PERMITTING DRAWINGS FOR**

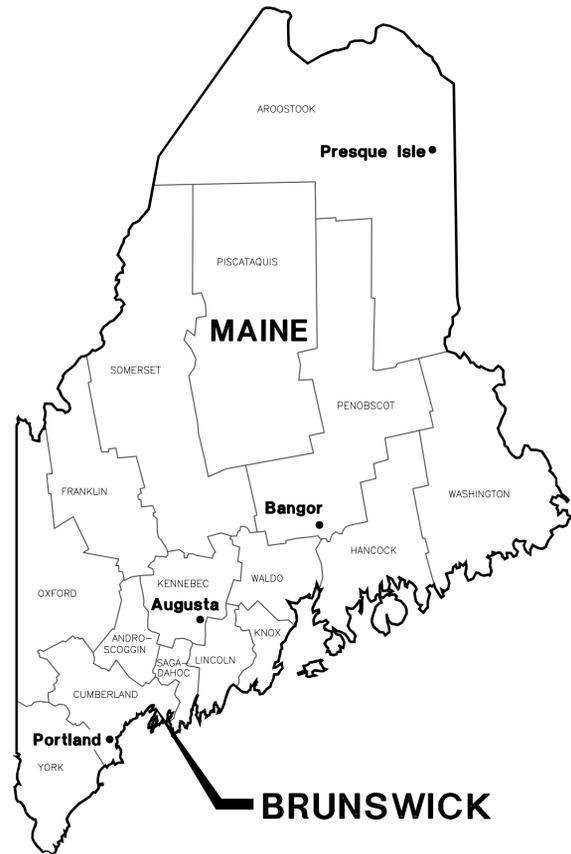
# **NEW ENGLAND TENT & AWNING**

## **111 ORION ST. BRUNSWICK LANDING, BRUNSWICK, ME**

### **LOT 45 - BRUNSWICK LANDING SUBMISSION - PHASE II**

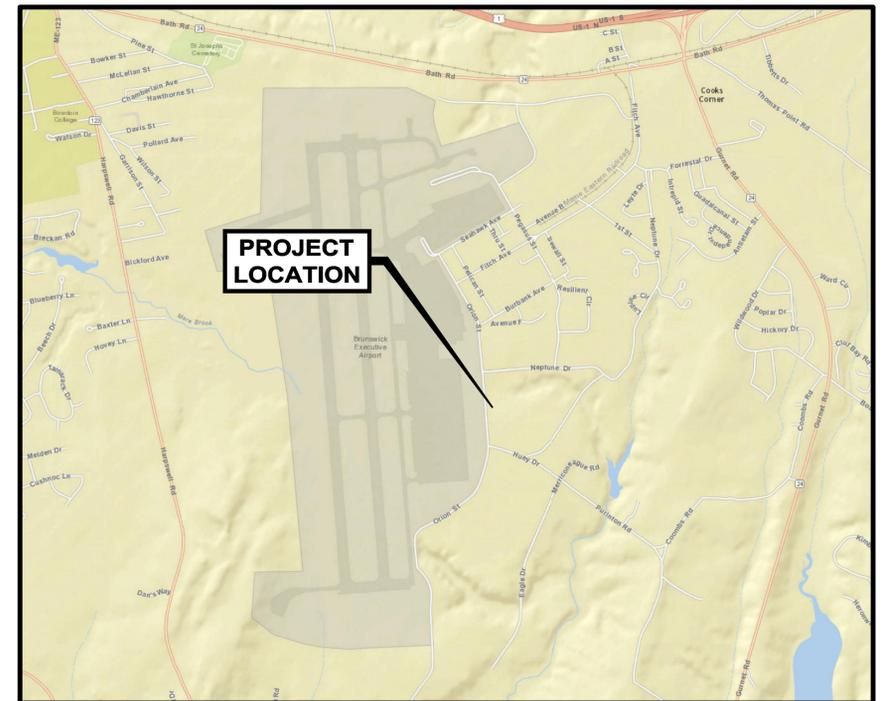
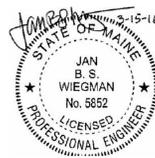
### **BRUNSWICK, CUMBERLAND COUNTY, MAINE**

**MARCH 2016**



**DRAWING INDEX**

DRAWING	TITLE
-	COVER SHEET
1	STORMWATER CONTROL SITE PLAN AND DETAIL
2	EROSION CONTROL NOTES AND DETAILS



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FOR REVIEW 3-15-16  
FOR BIDDING \_\_\_\_\_  
WP PROJECT NO. 120090



**EROSION AND SEDIMENTATION CONTROL NOTES**

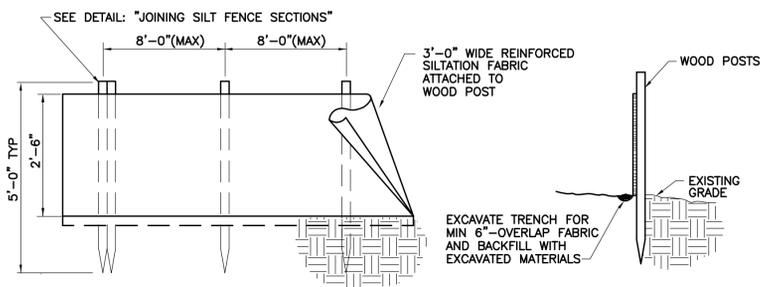
THIS PLAN HAS BEEN DEVELOPED AS A STRATEGY TO CONTROL SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION IN DEVELOPING AREAS AS CONTAINED IN THE LATEST EDITION OF "MAINE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES", MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

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

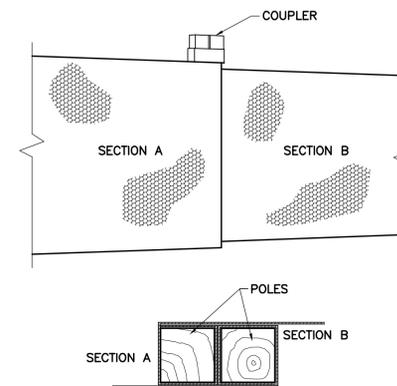
- ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF "MAINE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES", MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THOSE AREAS UNDERGOING ACTUAL CONSTRUCTION WILL BE MAINTAINED IN AN UNTREATED OR UNVEGETATED CONDITION FOR THE MINIMUM TIME REQUIRED. IN GENERAL AREAS TO BE VEGETATED SHALL BE PERMANENTLY STABILIZED WITHIN 15 DAYS OF FINAL GRADING AND TEMPORARILY STABILIZED WITHIN 30 DAYS OF INITIAL DISTURBANCE OF THE SOIL.
- SEDIMENT BARRIERS (SILT FENCE, STONE CHECK DAMS, ETC.) SHOULD BE INSTALLED PRIOR TO ANY SOIL DISTURBANCE OF UPGRADIENT DRAINAGE AREAS.
- INSTALL SILT FENCE AT TOE OF SLOPES TO FILTER SILT FROM RUNOFF. SEE SILT FENCE DETAIL FOR PROPER INSTALLATION. SILT FENCE WILL REMAIN IN PLACE PER NOTE #5.
- ALL EROSION CONTROL STRUCTURES WILL BE INSPECTED, REPLACED AND/OR REPAIRED EVERY 7 DAYS AND IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DECOMPOSITION. SEDIMENT DEPOSITS MUST BE REMOVED WHEN THEY REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE PERMANENTLY STABILIZED.
- NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2 TO 1) UNLESS STABILIZED WITH RIPRAP OR OTHER STRUCTURAL MEANS.
- IF FINAL SEEDING AND SODDING IS NOT EXPECTED PRIOR TO THE ANTICIPATED DATE OF THE FIRST KILLING FROST, USE TEMPORARY ANNUAL RYEGRASS SEEDING AND MULCHING ON ROUGH GRADED SUBSOIL TO PROTECT THE SITE AND DELAY PERMANENT LOAMING, FINE GRADING, AND SEEDING OR SODDING UNTIL SPRING.
- WHEN FEASIBLE, TEMPORARY SEEDING OF DISTURBED AREAS THAT HAVE NOT BEEN FINISH GRADED SHALL BE COMPLETED 30 DAYS PRIOR TO THE FIRST KILLING FROST.
- DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO THE SITE AND REGRADED ONTO OPEN AREAS. POST SEEDING SEDIMENT, IF ANY, WILL BE DISPOSED OF IN AN ACCEPTABLE MANNER.
- REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED ABOVE. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED WILL BE GRADED, SMOOTHED, AND REVEGETATED.
- ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE IS STABILIZED.
- STABILIZATION SCHEDULE BEFORE WINTER:
  - SEPTEMBER 15** ALL DISTURBED AREAS MUST BE SEEDED AND MULCHED. ALL SLOPES MUST BE STABILIZED, SEEDED AND MULCHED. SLOPES 3:1 OR GREATER TO BE STABILIZED WITH EROSION CONTROL MATTING AND SEEDED. ALL DISTURBED AREAS TO BE PROTECTED WITH AN ANNUAL GRASS MUST BE SEEDED AT A SEEDING RATE OF 3 POUNDS PER 1,000 SQUARE FEET AND MULCHED.
  - OCTOBER 1** ALL GRASS-LINED DITCHES AND CHANNELS MUST BE STABILIZED WITH MULCH OR EROSION CONTROL BLANKET.
  - NOVEMBER 15** ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED. SLOPES THAT ARE COVERED WITH RIPRAP MUST BE CONSTRUCTED BY THAT DATE.
  - DECEMBER 1** ALL DISTURBED AREAS WHERE THE GROWTH OF VEGETATION FAILS TO BE AT LEAST THREE INCHES TALL OR AT LEAST 75% OF THE DISTURBED SOIL IS COVERED BY VEGETATION, MUST BE PROTECTED FOR OVER-WINTER.

**EROSION CONTROL - WINTER CONSTRUCTION**

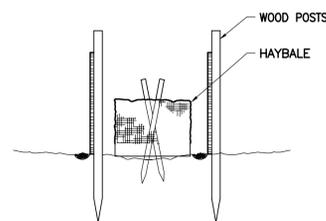
- WINTER CONSTRUCTION PERIOD DEFINED: NOVEMBER 1 THROUGH APRIL 15
- WINTER EXCAVATION AND EARTHWORK SHALL BE DONE SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
- EXPOSED AREA SHOULD BE LIMITED SUCH THAT THE AREA CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.
- CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.
- AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW AT A RATE OF 100 LB. PER 1,000 SQUARE FEET (WITH OR WITHOUT SEEDING) OR DORMANT SEEDED, MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE. IN ALL CASES, MULCH SHALL BE APPLIED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH.
- BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE-FREEZING TEMPERATURES, THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED AND IS SMOOTH, THEN THE AREA MUST BE STABILIZED WITH MULCH. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT EXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT, EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS.
- THE APPLICATION OF MULCH TO FINE GRADED AREAS WILL BE STABILIZED AS FOLLOWS:
  - A) BETWEEN THE DATES OF NOVEMBER 1ST AND APRIL 15TH ALL MULCH SHALL BE ANCHORED BY EITHER PEG LINE, MULCH NETTING, ASPHALT EMULSION, CHEMICAL TACK OR WOOD CELLULOSE FIBER.
  - B) MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GRATER THAN 8%.
  - C) MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1ST, THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
- AFTER NOVEMBER 1ST THE CONTRACTOR SHALL APPLY MULCH AND ANCHORING ON ALL BARE EARTH AT THE END OF EACH WORKING DAY.
- DURING WINTER CONSTRUCTION PERIODS ALL SNOW SHALL BE REMOVED FROM AREAS OF MULCHING PRIOR TO PLACEMENT.



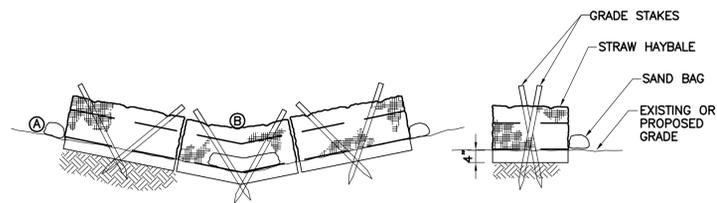
**SILT FENCE INSTALLATION DETAIL**  
SCALE: "NTS"



**JOINING SILT FENCE SECTIONS**  
SCALE: "NTS"



**COMBINATION SILT FENCE AND HAY BALE BARRIER**  
SCALE: "NTS"

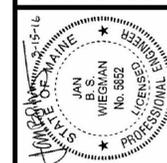


EROSION CHECK TO BE STRAW HAYBALES SECURED TO THE GROUND WITH TWO 4' LONG GRADE STAKES FOR EACH BALE. SAND BAG AS REQUIRED, PLACE SUFFICIENT BALES TO ESTABLISH ELEVATIONS AT (A) AT LEAST 6 INCHES ABOVE OVERFLOW AT (B)

**STRAW HAY BALE CHECK DAM**  
SCALE: "NTS"

NO	ISSUED FOR PERMITTING	DATE
1	ISSUED FOR PERMITTING	3-16

DESIGNED BY: RCC	DESIGNED BY: MRL
CAD COORD: MRL	CAD COORD: MRL
CHECKED BY: JWB	CHECKED BY: JWB
DATE: 3-15-16	DATE: 3-15-16
APPROVED BY: JWB	APPROVED BY: JWB
DATE: 3-15-16	DATE: 3-15-16
PROJECT NO: 120090	

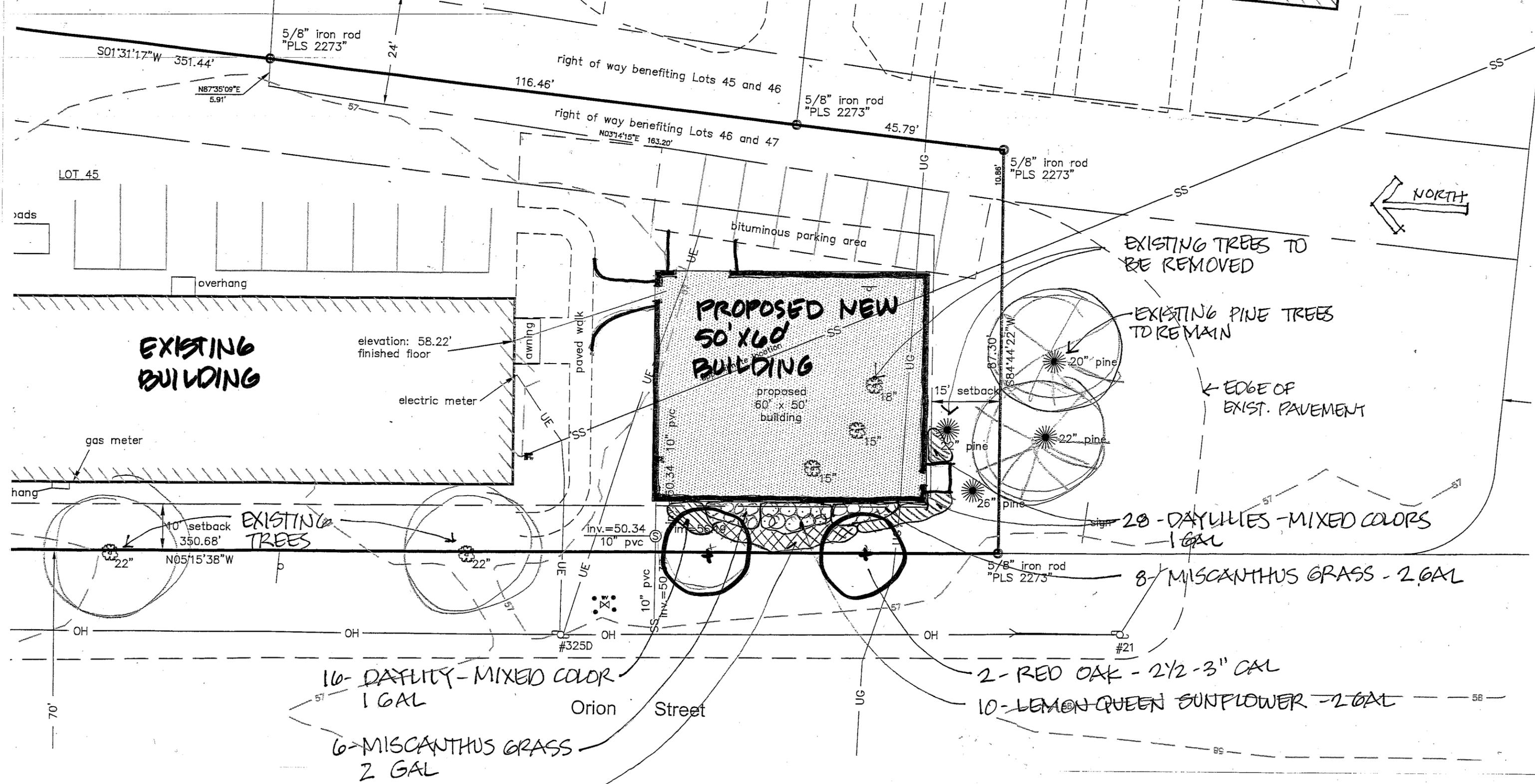


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888.621.8156

NEW ENGLAND TENT & AWNING  
111 ORION ST. BRUNSWICK LANDING, BRUNSWICK, ME  
LOT 45 - BRUNSWICK LANDING SUBDIVISION - PHASE II  
BRUNSWICK, CUMBERLAND COUNTY, MAINE

EROSION CONTROL NOTES AND DETAILS  
DRAWING  
2

**FOR PERMITTING  
USE ONLY**



LOAM & SEED  
ALL AREAS  
DISTURBED & NOT  
PLANTED OR PAVED

**Planting Plan:**  
**New England Tent and Awning**  
Orion Street, Brunswick, Maine

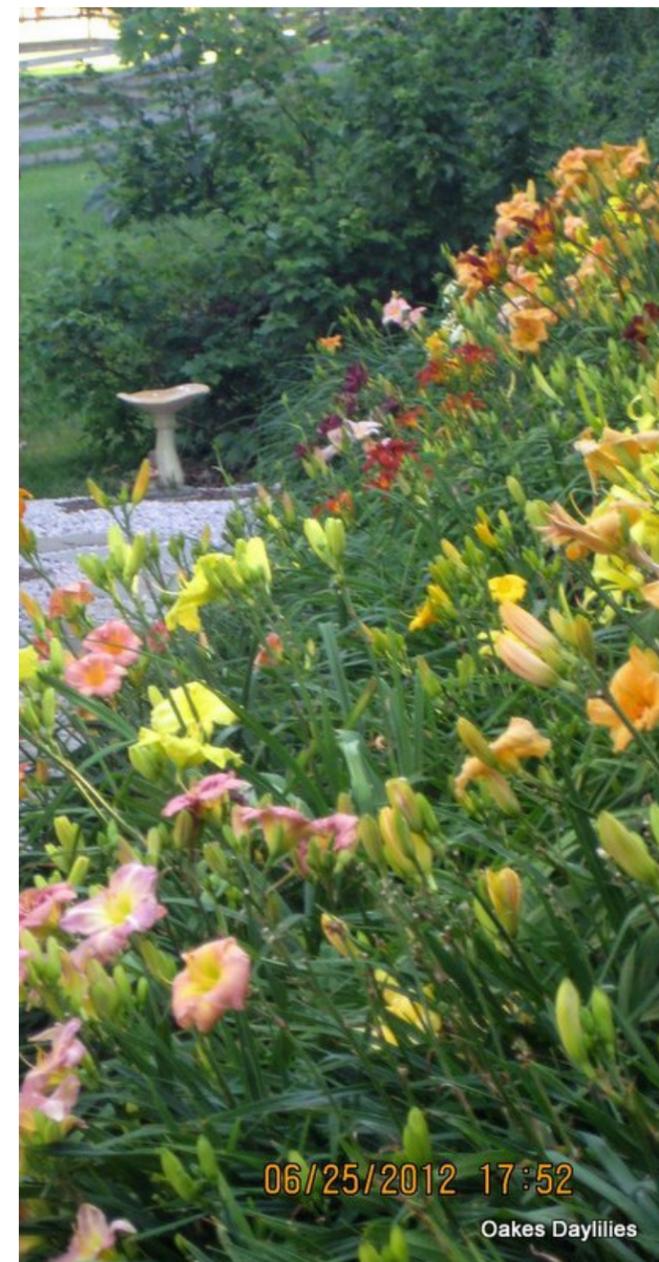
February 23, 2016  
Mohr & Seredin, Landscape Architects, Inc.



Miscanthus grass  
Miscanthus sinensis 'Sarabande'



Lemon Queen Perennial Sunflower  
Helianthus 'Lemon Queen'



Mixed Daylilies  
Hemerocallis

Russian Sage  
Perovskia atriplicifolia



Red Oak  
Quercus Rubra



Plant Images:  
New England Tent and Awning  
Orion Street, Brunswick, Maine

February 23, 2016  
Mohr & Seredin, Landscape Architects, Inc.

## Julie Erdman

---

**From:** Jared Woolston  
**Sent:** Tuesday, March 01, 2016 9:11 AM  
**To:** 'Jan Wiegman'; netentandawning@gmail.com  
**Cc:** Bob Clunie  
**Subject:** RE: DEP

Jan: Thanks for copying me. I will add this to the record.

Jared Woolston  
Planner  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

(207) 725-6660, ext. 4022 (v)  
(207) 725-6663 (f)  
[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

---

**From:** Jan Wiegman [<mailto:jan.wiegman@wright-pierce.com>]  
**Sent:** Tuesday, March 01, 2016 9:09 AM  
**To:** [netentandawning@gmail.com](mailto:netentandawning@gmail.com)  
**Cc:** Bob Clunie; Jared Woolston  
**Subject:** DEP

David,  
I spoke with the David Cherry at DEP this morning and verified that because you are not disturbing more than 1 acre of land with your site work, you will not need any permits from DEP. So once you have the Brunswick site plan review completed you should be all set as far as site permitting.  
Jan

---

**Jan Wiegman, PE | Project Manager**

99 Main Street | Topsham, ME 04086  
**Office** 207.725.8721 | **Direct** 207.319.1520 | **Cell** 207.576.0282



## Julie Erdman

---

**From:** Bartlett, Jennifer L <Jennifer.L.Bartlett@maine.gov>  
**Sent:** Wednesday, March 16, 2016 11:51 AM  
**To:** David Norton  
**Cc:** Jared Woolston  
**Subject:** RE: Statement - Single use Industrial Building

Good Morning David,

The Maine State Fire Marshal does not review standalone, single use, storage buildings or industrial buildings.

From the description provided, I would say the proposed building would fall under one of the two and therefore would not require a permit from this office.

Thank you for checking and let me know if there is anything else you need.

Regards,  
Jenn

**Jennifer Bartlett**  
**Plans Review**  
**Maine State Fire Marshal's Office**  
**45 Commerce Drive**  
**Augusta, Maine 04333-0165**  
**207-626-3885 office**  
**207-557-0519 cell**  
**207 287-6251 fax**  
[jennifer.l.bartlett@maine.gov](mailto:jennifer.l.bartlett@maine.gov)  
<http://www.maine.gov/dps/fmo/index.htm>

---

**From:** David Norton [<mailto:netentandawning@gmail.com>]  
**Sent:** Wednesday, March 16, 2016 11:35 AM  
**To:** Bartlett, Jennifer L  
**Cc:** [jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)  
**Subject:** Statement

Hello Jennifer...we just spoke regarding a building project that my company is about to undertake here at the Brunswick Landing, Brunswick Maine. This is a standalone 3000sq ft metal building for the purpose of washing and drying tents. You indicated that your office did not need to review this building project. I passed that information along to the Planning Department/Town of Brunswick and they have requested that I have something in writing from you stating your position regarding this project. I very much appreciate your help with this matter. Thanks!

David Norton - Proprietor  
New England Tent & Awning Co.  
office: 207-725-2322

# Site Design Associates

## Consulting Engineering and Land Planning

March 15, 2016

Jared Woolston, Planner  
Department of Planning & Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

**RE: Beacon Ridge  
Proposed Subdivision  
Thomas Point Road  
Sketch Plan Review**

Dear Jared:

On behalf of Ecopath Developers, LLC, Site Design Associates is pleased to present a Major Development Review Sketch Plan application for a proposed 35 lot single family residential subdivision to be located on Thomas Point Road. Enclosed is one copy of the following information for your completeness review:

- Major Development Review Sketch Plan Application and Checklist
- Letter of Agent Authorization
- Location Map
- List of Abutters within 200 ft
- Certificate of Corporate Formation
- Purchase and Sale Agreement and Amendment
- Proposed Typical Road Section
- Wetland Investigation Report
- Existing Conditions Plan
- Conceptual Plan – Full Buildout
- Phase 1 Plan

The applicant will be dropping off a check for the application fee, public notice, and public hearing advertisement under separate cover.

The property is located in the Residential 6/Cook's Corner zone, where single family housing is a permitted use. Dimensional standards and a net site area calculation are provided on Drawing C-101.

The proposed project includes the construction of approximately 2,175 linear feet of access road, constructed to town standards for a minor road, and the creation of up to 35 lots for single family residential housing on a parcel approximately 29.88 acres in size. The minimum lot size for the lots will be 20,000 sf, and each lot will have a private well

23 Whitney Way Topsham, Maine 04086  
Phone: (207) 449-4275 email: [info@sitedesignassociates.biz](mailto:info@sitedesignassociates.biz)

Mr. Jared Woolston

3/18/2016

Page 2 of 2

and subsurface wastewater disposal system. Overhead electrical service with pole mounted transformers will be constructed. The project is proposed to be developed in four phases, as depicted on Drawing C-101, the Conceptual Plan – Full Buildout.

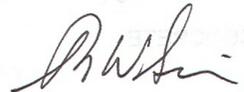
Wetlands were mapped by Mark Cenci Geologic. As noted on Drawing C-100, there were five wetland systems identified. Wetland 1 has some areas that have vernal pool characteristics. These will be monitored this spring to determine what impact, if any, this has on Phases 3 and 4 of the project. This is the wetland that apparently coincides with the NRPZ, so the limits of the NRPZ were adjusted from the location shown on the town zoning map. Wetlands 2, 3, 4, and 5 are forested wetlands.

At this point we do not anticipate any DEP approvals will be required for Phase 1. Additional permits required for the ultimate buildout may include DEP Stormwater Law and NRPA permits.

After the Sketch Plan Review is complete, the final Phase 1 design will commence, including surveys, road profiles, and final siting of wells and wastewater disposal systems. The applicant then plans to file a Final Major Development Review Application for Phase 1.

We look forward to working with the town staff toward Sketch Plan Approval for this project. If you have any questions or comments related to the application materials, please do not hesitate to contact us.

Sincerely,  
Site Design Associates



Tom Saucier, P.E.  
President

**MAJOR DEVELOPMENT REVIEW  
SKETCH PLAN APPLICATION**

1. Project Name: Beacon Ridge Subdivision
  
2. Project Applicant  
Name: Ecopath Developers, LLC  
Address: 17 Arrowhead Drive  
Brunswick, Maine 04011  
Phone Number: 207-721-0259
  
3. Authorized Representative  
Name: Tom Saucier, P.E., Site design Associates  
Address: 23 Whitney Way  
Topsham, Maine 04086  
Phone Number: 207-449-4275
  
3. List of Design Consultants. Indicate the registration number, address and phone number  
Of any engineer, surveyor, architect, landscape architect or planner used:
  1. Mark Cenci, ME Cert Geologist #467
  2. Tom Saucier, ME Professional Engineer #6095
  3. \_\_\_\_\_
  
5. Physical location of property being affected: Thomas Point Road
  
6. Lot Size: 29.88 acres
  
7. Zoning District: R6/CC
  
8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application? applicant has a p and s for the subject property - property is  
owned by Sandy Ridge Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Assessor's Tax Map 42 Lot Number 16 of subject property.
  
10. Brief description of proposed use: Single Family Residential housing  
\_\_\_\_\_  
\_\_\_\_\_
  
11. Describe specific physical improvements to be done: Construction of approximately  
2175 linear feet o f a 20 ft wide paved roadway  
\_\_\_\_\_

Owner Signature: \_\_\_\_\_

Applicant Signature (if different): \_\_\_\_\_

**Required Attachments (by Applicant):**

- Sketch Plan Check List
- Sketch Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Sketch Plan

**Required Attachment (by Planning and Development Department): BB**

- Listing of all owners of property within 200-foot radius of property under review.

### SKETCH PLAN REQUIREMENTS

Key: "O"= omit; "S"=submit; "NA"=not applicable; "W" = waiver; "P"=pending

Item	O	S	NA	W	P	Comments
Indicate Variances Granted			X			
Indicate Special Permits			X			
Indicate Special Exceptions			X			
Date, north point, scale		X				
Land area, existing use of the property, location of proposed development, locations reserved for future development		X				
Tentative rights-of-way locations, lot lines, lot numbers, lot areas		X				
Estimated soil boundary locations from the Soil Conservation Service Medium Intensity Soil Survey noting areas of severe and very severe soil limitations		X				
Existing natural, topographical, and cultural features including areas of steep slopes, bedrock outcrops, ponds, streams, aquifers, and other water bodies, wetlands, groundwater recharge areas, slumps, flood hazard areas, trees, and other vegetation, excavation sites, stone walls, net site area, historic and archeological sites, structures, or districts, and any other pertinent features.		X				
Tentative locations of proposed structures, owners of existing structures, and neighboring land uses		X				
Special conservation and recreation areas			X			
Location map		X				
Zoning information, including the zoning district(s) in which the property is located and the location of any overlay zones depicted on the plan.		X				
Any conditions imposed by previous development on the site.			X			
Other information Planning Board/Staff Review Committee deems necessary to conduct an informed review.					X	
Letter of consent signed by property owner authorizing the development review application in cases where applicant is not the owner of the property.		X				AMENDMENT TO P AND S
Application Fee		X				
For Open Space Developments, sketch plan design review requirements indicated in Section 308.1			X			
Open Space Development: Request for Bonus Density			X			

# ECOPATH DEVELOPERS LLC

17 ARROWHEAD DRIVE  
BRUNSWICK, ME 04011  
PHONE: 207-721-0254  
CELL: 207-751-5369

February 19, 2016

Mr. Tom Saucier, P.E.  
Site Design Associates  
23 Whitney Way  
Topsham, ME 04086

TO WHOM IT MAY CONCERN:

This letter authorizes Mr. Tom Saucier to serve as an agent for EcoPath Developers LLC for the purpose of permitting the proposed residential subdivision project located at Thomas Point Road in Brunswick, Maine.

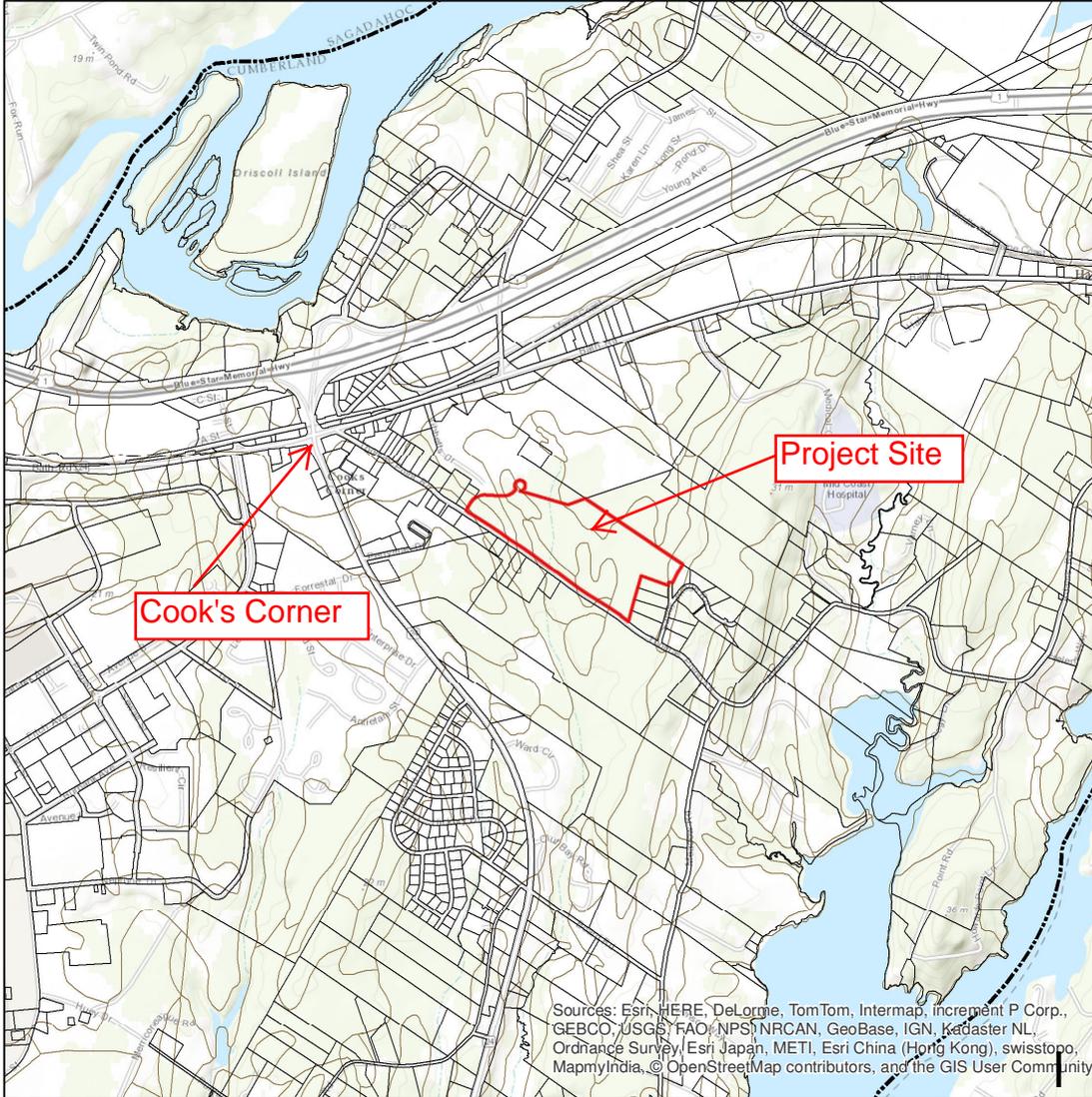
Sincerely,



Paul A. Sharon  
Project Manager

# Brunswick Maine

Location Map



0 900 1,800 3,600  
Feet

This map was generated by the Town of Brunswick's online GIS. This information has been compiled from various public and private sources. While every attempt has been made to provide accurate information, neither the municipality nor the service host guarantee the accuracy of information provided herein.

Map generated on: 2/29/2016

Map Lot	Street Number	Street Name	Owner	Owner Address 1	Owner Address 2	Owner City	Owner State	Owner Zip
45-17	250	BATH RD	LHC BRUNSWICK ME LLC	1000 LOWES BLVD		MOORESVILLE	NC	28115
42-12	80	THOMAS PT RD	GREATER (THE) BRUNSWICK HOUSING CORP	PO BOX A		BRUNSWICK	ME	04011
42-167	7	SANDY RIDGE RD	SEMLE, ERIC B & INGRID M	7 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-164	1	EVERGREEN DR	HELMBOLT, DUANE R & MARJORIE B JT	1 EVERGREEN DR		BRUNSWICK	ME	04011
45-52		BATH RD	MID COAST HEALTH SERVICES INC	123 MEDICAL CENTER DR	SUITE 2200	BRUNSWICK	ME	04011
42-20	14	MEADOW RD	CROOKER, FRANKLIN T & THEODORE D T/C	11 HARPSWELL ISLANDS RD		HARPSWELL	ME	04079
42-168	11	SANDY RIDGE RD	SASSO, PAUL	11 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-170	8	SANDY RIDGE RD	BOYLE, BRIAN F & LISA J JT	8 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-17C	128	THOMAS PT RD	MOODY, ANN D	128 THOMAS PT RD		BRUNSWICK	ME	04011
42-36	118	THOMAS PT RD	STINSON, DOREEN	1687 ROXBURY ROAD		ROXBURY	ME	04275
CC2-20	15	TIBBETTS DR	WALMART REAL ESTATE BUSINESS TRUST	PO BOX 8050		BENTONVILLE	AR	72712
42-16		THOMAS PT RD	SANDY RIDGE CORPORATION	111 ROCKWEED RD		W BATH	ME	04530
42-182	104	THOMAS PT RD	STINSON, ALTON JR	7 JOHN SMALL RD		BOWDOIN	ME	04287
42-163	5	SANDY RIDGE RD	WEISS, MICHAEL R & KATHERINE M JT	5 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-162	3	SANDY RIDGE RD	SWAIN, DWIGHT R & ELEANOR L JT	3 SANDY RIDGE RD		BRUNSWICK	ME	04011
42-181	0	THOMAS PT RD	STINSON, JOHN	48 MILITARY LANE		LITCHFIELD	ME	04350
42-161	183	THOMAS PT RD	PRINCE, JASON S & HALLIE E JT	183 THOMAS PT RD		BRUNSWICK	ME	04011
42-8	0	THOMAS PT RD	KELLEY & KELLEY COMMERCIAL	2 MAIN ST, SUITE 202		TOPSHAM	ME	04086
42-11	0	THOMAS PT RD	KELLEY & KELLEY COMMERCIAL	2 MAIN ST, SUITE 202		TOPSHAM	ME	04086
42-10	68	THOMAS PT RD	HART, ROGER W & DIAN I JT	68 THOMAS PT RD		BRUNSWICK	ME	04011
42-14	94	THOMAS PT RD	LIBBY, SHERRI	94 THOMAS PT RD		BRUNSWICK	ME	04011

MAINE  
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

Filing Fee \$175.00

File No. 20163425DC Pages 2  
Fee Paid \$ 175  
DCN 2160532230004 DLLC  
-----FILED-----  
02/22/2016

  
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

**FIRST:** The name of the limited liability company is:

Ecopath Developers LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" – see 31 MRSA 1508.)

**SECOND:** Filing Date: (select one)

- Date of this filing; or  
 Later effective date (specified here): \_\_\_\_\_

**THIRD:** Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
  - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
  - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
  - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

**FOURTH:** Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company\* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

\_\_\_\_\_  
(Type of professional services)

**FIFTH:** The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: \_\_\_\_\_

\_\_\_\_\_  
(Name of commercial registered agent)

Noncommercial Registered Agent

Paul A. Sharon

\_\_\_\_\_  
(Name of noncommercial registered agent)

17 Arrowhead Drive Brunswick, ME 04011

\_\_\_\_\_  
(physical location, not P.O. Box – street, city, state and zip code)

\_\_\_\_\_  
(mailing address if different from above)

**SIXTH:** Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

**SEVENTH:** Other matters the members determine to include are set forth in the attached Exhibit \_\_\_\_\_, and made a part hereof.

**\*\*Authorized person(s)**

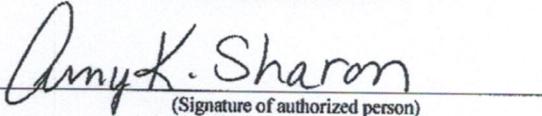
Dated 02/19/2016



\_\_\_\_\_  
(Signature of authorized person)

Paul A. Sharon

\_\_\_\_\_  
(Type or print name of authorized person)



\_\_\_\_\_  
(Signature of authorized person)

Amy K. Sharon

\_\_\_\_\_  
(Type or print name of authorized person)

**\*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)**

**\*\*Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State**

**Division of Corporations, UCC and Commissions**

**101 State House Station**

**Augusta, ME 04333-0101**

**Telephone Inquiries: (207) 624-7752**

**Email Inquiries: CEC.Corporations@Maine.gov**

## PURCHASE AND SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Sandy Ridge Corporation, a corporation organized and existing under the laws of the State of Maine, with a principal place of business in Brunswick, in the County of Cumberland, and State of Maine, hereinafter the Seller, in consideration of [REDACTED] paid by Paul A. Sharon, of Brunswick, in the County of Cumberland, and State of Maine, hereinafter called the Buyer, the receipt whereof it does hereby acknowledge, does agree to bargain, sell and convey unto the said Paul A. Sharon, his heirs and assigns forever, the following:

Certain land being a portion of Phase III of the Sandy Ridge Development, located on the Thomas Point Road, in the Town of Brunswick, County of Cumberland, and State of Maine, and being Lots 21 through 30, 33 and 34, together with land between Lots 21 and 25, adjacent to Phase I, of the Sandy Ridge Development, and to include the property described as Evergreen Drive adjacent to the referenced Lots, all as being a portion of those premises designated as Lot 16, on Town of Brunswick Tax Map 42, and being described as a portion of property in deed recorded in the Cumberland County Registry of Deeds in Book 9881, Page 4 (See attached Map).

As further consideration for the within agreement it is hereby agreed by and between the parties as follows, to wit:

1. **Term - Termination.** The sale of the within premises shall be consummated by delivery of a Warranty Deed from the Seller to the Buyer and payment of the purchase price as specified hereunder on or before Ninety (90) from the date of receipt by the Buyer of all necessary development approvals. Notwithstanding the foregoing, or any other terms and provisions of this Agreement, the Buyer reserves the right to terminate this Agreement at any time prior to closing and upon such termination will receive full refund of all deposit(s).
2. **Purchase Price.** It is agreed that the Buyer will pay and the Seller will accept the total sum of [REDACTED] as the full purchase price for the purchase of the above described premises. The total purchase price is payable as follows:
  - A. Buyer shall receive credit at the time of the closing for the [REDACTED] deposit paid with the execution of this Agreement, to be held in Buyer's Attorney's Trust Account.
  - B. Buyer will pay and the Seller will accept an additional deposit of [REDACTED] after all of the necessary approvals for development, in the form of a certified check, bank check or wire transfer, to be held in Buyer's Attorney's Trust Account. Buyer will receive credit at the time of closing for this additional deposit amount.
  - C. The balance of [REDACTED] shall be financed by the Seller in accordance with the following terms: There will be a Promissory Note from the Buyer to the Seller in the amount of [REDACTED]. In terms of payment, upon the sale of each lot, [REDACTED] of the net purchase price will be

paid to amortize the Note. If the sale is of a developed lot, then Fifty Percent (50%) of the net profit of the sale of the developed lot will be paid. The percentage to be paid upon sale may be reallocated by the parties by mutual consent.

3. Status of Title. The Seller agrees to provide the Buyer with good and marketable title to the above-described premises free and clear of all liens and encumbrances of every kind, nature and description; the Seller further agrees that the payment of any mortgage or lien on the above described premises may be made from funds provided for the purchase of said premises.

4. Extension to Perfect Title. If Seller shall be unable to give good, clear marketable and insurable title in accordance with Paragraph 3 of this Agreement, or to make conveyance or to deliver possession of the property, or if at the time of the delivery of the Deed, the property does not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein or to make the property conform to the provisions hereof, as the case may be. Time for performance hereunder shall be extended for a period of Ninety (90) days, which said time may be extended by mutual agreement of these parties if necessary, in order to cure any nonconforming condition or defect. Nothing herein shall preclude the Buyer from electing at either the original term or within any extended time for performance, from accepting such title as the Seller can deliver the property in its then condition.

5. Casualty Loss or Taking. If there is a loss or total taking due to a property condemnation on eminent domain proceeding, or if the property shall have been damaged by fire or other casualty, then the Buyer shall have the right, at the Buyer's election, to terminate this Agreement by written notice to the Seller in which event the deposit, together with all interest thereon, shall be refunded to the Buyer and all further rights and obligations of the parties under this Agreement shall terminate. If the Buyer does not elect to terminate this Agreement due to a casualty loss or taking, or if the damage can be repaired or restored in an amount not equal to the damage amount, the Buyer shall have the option of closing with full payment of the purchase price with the Seller's assigning to the Buyer insurance proceeds or eminent domain or condemnation awards as the case may be.

6. Hazardous Waste. The Seller hereby represents and warrants to the Buyer the absence of any hazardous substance as that term is defined under applicable State and Federal Law and that the property is free from any such substances.

7. Brokers Fees. No broker has been involved in this transaction and, therefore, no broker's fees are due, payable or owing.

8. Taxes. It is hereby agreed that taxes for the current tax year shall be prorated on the basis of the Town of Brunswick's fiscal year, with the Seller being responsible for taxes from July 1<sup>st</sup> of the fiscal year at the time of closing, to the date of closing, and the Buyer being responsible for the taxes from the date of closing to June 30<sup>th</sup> of that fiscal year.

9. Possession and Condition of the Premises. Possession of the premises shall be turned over to the Buyer at the time of closing. The property shall be then in the same condition as it is now, reasonable wear and tear excepted. The Buyer shall be entitled to inspection of the property prior to the delivery of the Deed in order to determine whether the condition thereof

complies with the terms of this Paragraph.

10. Access to the Premises. Subsequent or prior to the date of closing, the Buyer shall have access to the premises at reasonable and appropriate times, and specifically to engage in, and conduct, such testing, and to access the site with testing equipment, as may be required for development purposes.

11. Contingencies. This sale shall be subject to the following contingencies:

A. This Agreement is contingent upon the receipt of the necessary approvals from the Town of Brunswick Planning Board and/or other regulatory entity, as may be necessary for development.

12. Liquidated Damages. If the Buyer fails to perform any of the terms, covenants or conditions contained hereby, then the amount of the deposit shall constitute liquidated damages, and shall be retained by the Seller as damages for breach of this Agreement by the Buyer. This relief is in addition to any other relief that the Seller may have at law or in equity. The parties recognize that it is difficult to estimate the loss suffered by Seller, so the liquidated damages amount is established as a good faith effort to predict that loss.

13. Survivorship. It is understood by and between the parties hereto that the provisions of this Agreement shall survive the consummation of this transaction to the extent necessary to insure compliance therewith.

14. Notices. Notices to the Seller, if required hereunder, are to be given by regular mail addressed to the Seller, Sandy Ridge Corporation, c/o Robert F. Pellegrini, President, 1200 Tarpon Center Drive #208, Venice, FL, 34285. Notices to the Buyer are to be given by regular mail addressed to the Buyer, Paul A. Sharon, at 17 Arrowhead Drive, Brunswick, ME, 04011.

15. Binding Effect. This Agreement is intended to be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

16. Ownership. Buyer reserves the right at his option to have the transfer of the property at the time of the closing run to a corporation or other business entity as he may determine.

17. General Provisions.

- a. This agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings between them, and shall not be altered or amended except by a written agreement signed by the Seller and the Buyer.
- b. This agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement.
- c. If any provision of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

- d. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.
- e. A signed facsimile/scanned copy may be treated as an original.
- f. The date of this agreement is defined as the date upon which the last party executes same.

IN WITNESS WHEREOF, Sandy Ridge Corporation, Seller, by Robert Pellegrini, its President, and Paul A. Sharon, Buyer, have hereunto set our hands and seals this 1<sup>st</sup> day of August, 2015.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

*Handwritten:* 8-1-2015  
*Handwritten initials:* RB

SANDY RIDGE CORPORATION

*Handwritten signature:* Robert C. Pellegrini 8-1-2015

By: Robert Pellegrini  
Its: President  
EIN: 01-04-65642

*Handwritten signature:* Paul A. Sharon

Paul A. Sharon, Buyer  
SS# 034-52-5216

*Handwritten:* T Bennett 8-1-15  
*Handwritten:* Thomas J Bennett

AMENDMENT TO PURCHASE AND SALE AGREEMENT

WHEREAS, the Sandy Ridge Corporation, a corporation organized and existing under the laws of the State of Maine, with a principal place of business in Brunswick, in the County of Cumberland, and State of Maine, as Seller, in consideration of [REDACTED] paid by Paul A. Sharon, of Brunswick, in the County of Cumberland, and State of Maine, as Buyer, entered into a Purchase and Sale Agreement, dated August 1, 2015; and

WHEREAS, the purchase and sale involved property that is a portion of Phase III of the Sandy Ridge Development, as is more particularly described in the original referenced Purchase and Sale Agreement; and

WHEREAS, the parties agree to amend certain provisions and reaffirm the remaining provisions of the Purchase and Sale Agreement.

NOW, THEREFORE, BE IT AGREED by and between the Seller and the Buyer as follows:

1. Paragraph 1 of the original Purchase and Sale Agreement entitled "Term - Termination" is amended to read as follows:

1. Term - Termination. The sale of the within premises shall be consummated by delivery of a Warranty Deed from the Seller to the Buyer and payment of the purchase price as specified hereunder on or before Ninety (90) days from the date of execution of this Amendment. Notwithstanding the foregoing, or any other terms and provisions of this Agreement, the Buyer reserves the right to terminate this Agreement at any time prior to closing. The parties understand that there may need to be extensions of the closing date in order that the permitting process regarding development of the premises be undertaken and completed. Such extensions shall be freely given as long as the Buyer is proceeding with development permitting with due diligence and in a good faith manner. The first extension shall be for an additional Ninety (90) days and shall be subject to the provisions of Paragraph 2(A) below. Should the permitting process not be completed at the end of the first 90-day extension, then the Buyer will provide documentation to the Seller that the permitting process is still in process and a reasonable estimate of the additional time necessary to complete the process. The parties shall then negotiate an additional extension as necessary to complete the approval process. Approval of such additional extension shall be granted by the Sellers.

3. Paragraph 2 entitled "Purchase Price" is amended to read as follows:

2. Purchase Price. It is agreed that the Buyer will pay and the Seller will accept the total sum of [REDACTED] as the full purchase price for the purchase of the above described premises. The total purchase price is payable as follows:

A. There shall be an initial deposit of Five [REDACTED] at the time of execution of this Agreement to be paid to Seller. There shall be a second deposit of [REDACTED] for the first 90-day extension. The deposit(s) are non-refundable.

B. Buyer shall pay to the Seller at the time of the closing [REDACTED] less the deposit funds received by Seller under Paragraph 2(A) above.

C. The balance of [REDACTED] shall be financed by the Seller in accordance with the following terms and conditions: There will be a Promissory Note and Purchase Money First Mortgage on the described premises in the amount of [REDACTED] said sum shall be amortized at a rate of [REDACTED] and a monthly payment of [REDACTED]. The Note shall provide for a balloon payment of all outstanding principal and interest due Two (2) years from the date of the first payment. The Promissory Note will provide for prepayment in whole or in part by the Buyer without penalty.

D. At the option of the Buyer, any individual lot may be removed from the operation of the Mortgage securing the Promissory Note described in Section C above, upon the payment [REDACTED] said amount to be credited against the balance of the Promissory Note.

3. The Partners of Sandy Ridge Partnership, predecessors in title to this Seller, shall execute and record in the Cumberland County Registry of Deeds a Confirmatory Assignment of Declarant Rights transferring any and all rights owned or reserved by Sandy Ridge Partnership as Declarant in the Sandy Ridge, Thomas Point Road, Brunswick, Maine, Phases II and III, Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations dated January 1, 1988 and duly recorded in the Cumberland County Registry of Deeds in Book 8895, Page 231 as amended. The Seller shall further execute an Amendment to Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations, specifically amending Paragraph 1 entitled "Use of Parcel" and Paragraph 2 entitled "Subdivision", to allow the independent development of the premises which are the subject matter of the original Purchase and Sale Agreement and this Amendment to that Agreement.

4. Add a new paragraph to the original Purchase and Sale Agreement as follows:

Authority of Seller. Seller is a corporation organized and existing under the laws of the State of Maine, and requires that the party or parties executing this Agreement on behalf of the Seller do so in a representative capacity. Each individual executing this Amendment on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Amendment on behalf of said corporation in accordance with the By-Laws or other operating documents of the corporation and that this Amendment and the remaining unaltered provisions of the Purchase and Sale Agreement of August 1, 2015 be binding upon said corporation.

5. All other terms and conditions of the original Purchase and Sale Agreement between these parties, dated August 1, 2015, are hereby ratified and deemed to be in full force and effect and fully enforceable.

IN WITNESS WHEREOF, Sandy Ridge Corporation, Seller, by Robert Pellegrini, its President, and by Timothy J. Vigue, its Treasurer, and Paul A. Sharon, Buyer, have hereunto set our hands and seals this 28<sup>th</sup> day of October, 2015.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

[Signature]  
to both

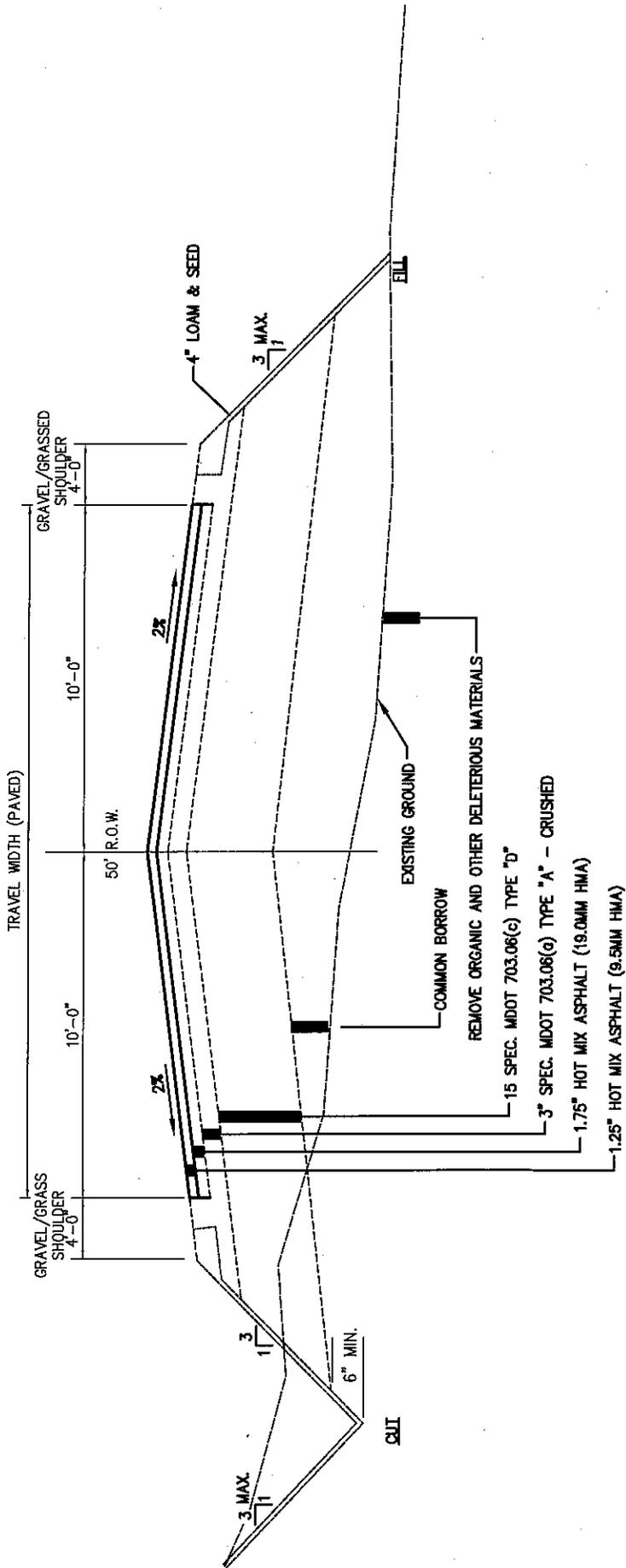
[Signature]

SANDY RIDGE CORPORATION

[Signature]  
By: Robert Pellegrini  
Its: President

[Signature]  
By: Timothy J. Vigue  
Its: Treasurer

[Signature]  
Paul A. Sharon, Buyer



**TYPICAL MINOR ROAD SECTION**

#

SCALE: N.T.S.



## Wetlands Investigation and Mapping Report Thomas Point and Sandy Ridge Roads Brunswick, Maine

**Date:** November 30, 2015

**To:** Paul Sharon  
PAS Construction, LLC  
17 Arrowhead Drive  
Brunswick, ME 04011

### Project Summary:

Wetlands were found and delineated on the property. There are several types of wetlands on the property, with varying characteristics and regulatory implications. All wetland filling and/or disturbances are regulated by the *Natural Resource Protection Act* (the N.R.P.A.).

Generally, it is possible to obtain a permit, or several permits, from the Maine D.E.P. to fill and/or disturb 14,999 square feet of wetlands on the property.

Some wetlands may be *Wetlands of Special Significance*, according to the definitions in the N.R.P.A. These wetlands require no-disturbance buffers as well as regulated direct filling and/or disturbances. Other wetlands on the property are not *Wetlands of Special Significance* and require no buffers of no-disturbance, but do require a permit for filling and disturbance greater than 4,300 square feet.

There is one wetland area that is potential vernal pool habitat, which may require additional no-disturbance buffers. However, no definitive confirmation of these habitats can be made until the months of April and May.

**Dates of Investigation:** October and November, 2015

**Location of the Investigation:**

The property investigated is located on the northerly side of Thomas Point Road and the westerly side of Sandy Ridge Road, Brunswick. The parcel is wooded.

**Purposes of the Investigation:**

The purposes of the wetland investigation are to identify and describe wetlands on the property according to definitions in the *Natural Resources Protection Act (N.R.P.A.)* to determine if specific alteration and filling permits are required and if there are any setbacks required under the *N.R.P.A.*, and to determine the Maine D.E.P. jurisdictional status of any streams in the wetlands and to search for potential vernal pools.

**Methods of the Investigation:**

A literature search and on-site investigations were made. The investigations were performed following the guidelines described in the 1987 Corps of Engineers Delineation Manual and the 2009 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. This procedure uses a multiple parameter approach that requires the presence of three primary components for an area to be identified as a wetland: 1) hydric soils; 2) predominance of hydrophytic vegetation; and 3) wetland hydrology.

Plans of the property by Kimball Chase associated with the development of lots on Sandy Ridge Road were used in the field during the investigation. These plans included survey, topographic and soil mapping information.

Wetland/upland boundary lines were flagged at inflection points, which were located by a Trimble Geo XH GPS device. The data was processed for accuracy and sent to Tom Saucier, PE, in AutoCAD format.

**Results of the Wetlands Investigation:**

The property is located on a nearly level plain, westerly of a northeast trending ridge (see Figure 1). Drainage is southerly to Woodward Cove via several mapped and unmapped drainages.

The site is depicted as an association of Windsor loamy sand, Walpole fine sandy loam and Scarborough sandy loam on the *National Cooperative Soil Survey* (see attached photomap and description). These are medium to fine textured soils, derived from medium to fine textured glacio-marine sediments. Scarborough sandy loam is a hydric soil and is often the site of extensive wetlands. Wetlands can also be found in Walpole fine sandy loam.

There are Palustrine forested wetlands depicted on the property on the *National Wetlands Inventory* (see attached photomap). The mapped wetlands on the property are less extensive than what is depicted on the *Inventory*.

For discussion and classification purposes, the wetlands were numbered. Wetland Area 1 is associated with the intermittent drainage, marked as a dashed line on the topographic map (see Figure 1.). It is a forested wetland, which becomes a scrub-shrub wetland near Thomas Point Road. It appears the culvert beneath Thomas Point Road is set high enough to dam the drainage at this point.

There is no defined stream channel in this feature, although standing water occurs seasonally and after precipitation events. As such, there is a “flow” through the wetland body. This wetland should be inspected in the spring of the year to search for and count any amphibian egg masses. The pooling areas of water may be vernal pool habitat, which would affect the classification of the wetland.

The wetland could be a *Wetland of Special Significance* if the habitat meets the criteria for *Significant Vernal Pool Habitat*, which would have setback and development implications. If there is no *Significant Vernal Pool Habitat*, the wetland would have no mandated buffers of no-disturbance, because the drainage does not meet the criteria for a “jurisdictional stream”, according to the *N.R.P.A.*

There is a local Natural Resource Protection Zone associated with this wetland on the Brunswick Zoning Map. The Zone boundary does not exactly coincide with the delineated wetland.

Wetland Areas 2 & 3 are forested wetlands. These are not *Wetlands of Special Significance*, and it is possible to obtain a permit to disturb these wetlands. Wetland Area 2 could be completely filled. Wetland Area 3 could be crossed or have portions filled, if necessary, with a permit. There are no potential vernal pool habitats in these wetlands.

Wetland Areas 4 and 5 are hydraulically connected by a culvert beneath an old trail and should be considered part of the same drainage system. There is flowing water in a channel flowing through Wetland Area 5. This is depicted on the Kimball Chase maps. It appears this is a man-made drainage feature, constructed at some unknown time. The channel does not appear on either the USGS topographic map or the maps of the Town of Brunswick. As such it is not a “jurisdictional stream”, and the associated wetlands are not *Wetlands of Special Significance*. There are no potential vernal pool habitats in these wetlands.



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Mark Cenci  
Maine Certified Geologist #467

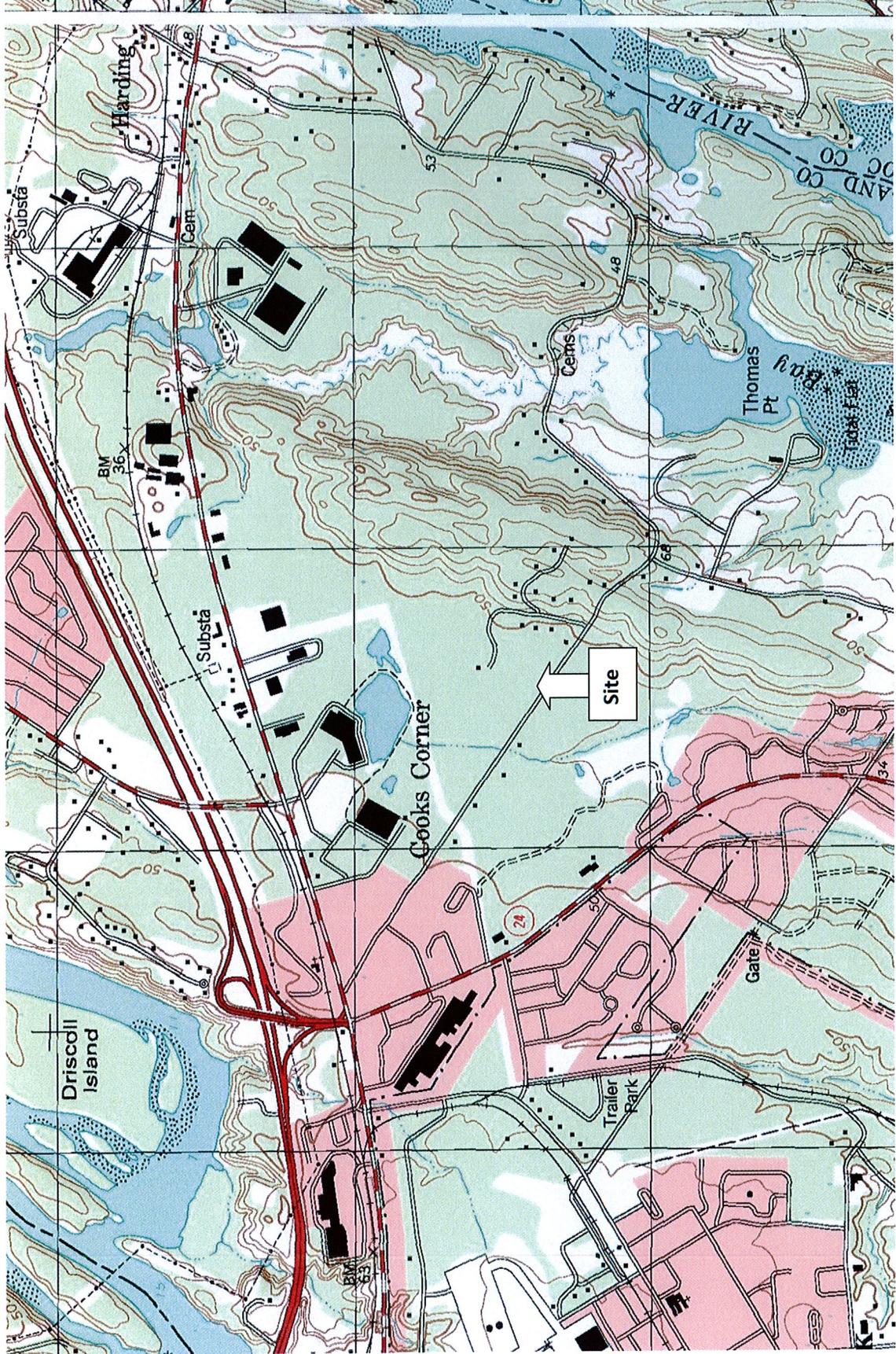
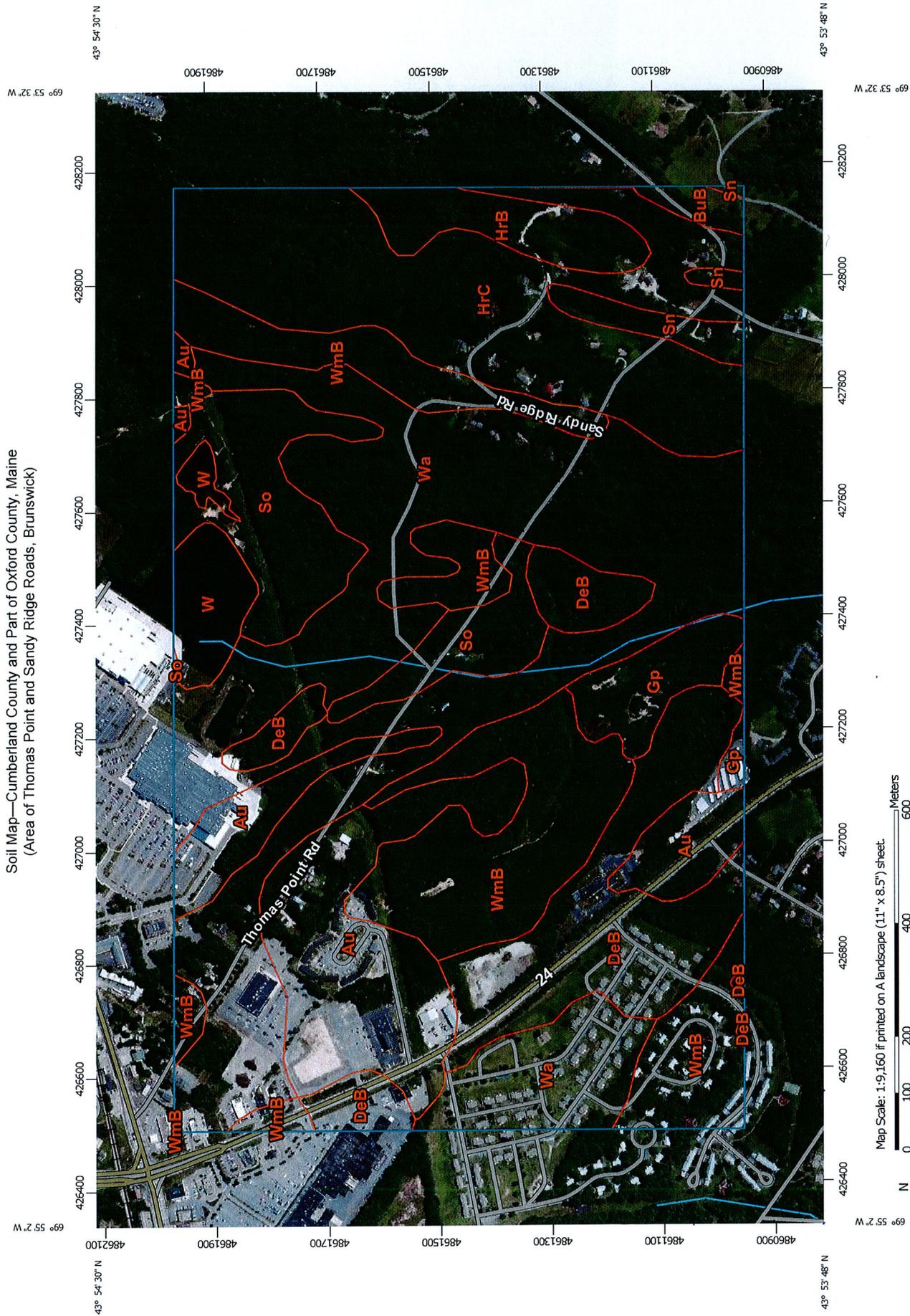


Figure 1.

Topographic Locus Map of the Area of Thomas Point Road and Sandy Ridge Road, Brunswick

Soil Map—Cumberland County and Part of Oxford County, Maine  
 (Area of Thomas Point and Sandy Ridge Roads, Brunswick)



Map Scale: 1:9,160 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Streams and Canals
 Borrow Pit	 Transportation
 Clay Spot	 Rails
 Closed Depression	 Interstate Highways
 Gravel Pit	 US Routes
 Gravelly Spot	 Major Roads
 Landfill	 Local Roads
 Lava Flow	 Background
 Marsh or swamp	 Aerial Photography
 Mine or Quarry	
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 11, Sep 17, 2015

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

Date(s) aerial images were photographed: Jul 17, 2010—Jul 27, 2010

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

## Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	35.0	8.3%
BuB	Buxton silt loam, 3 to 8 percent slopes	2.3	0.5%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	28.0	6.6%
Gp	Gravel pits	9.4	2.2%
HrB	Hollis fine sandy loam, 3 to 8 percent slopes	26.2	6.2%
HrC	Hollis fine sandy loam, 8 to 15 percent slopes	82.8	19.6%
Sn	Scantic silt loam, 0 to 3 percent slopes	16.5	3.9%
So	Scarboro sandy loam	33.4	7.9%
Tm	Tidal marsh	9.2	2.2%
W	Water	10.1	2.4%
Wa	Walpole fine sandy loam	95.1	22.5%
WmB	Windsor loamy sand, 0 to 8 percent slopes	64.3	15.2%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.4	0.1%
WmD	Windsor loamy sand, 15 to 35 percent slopes	10.7	2.5%
<b>Totals for Area of Interest</b>		<b>423.3</b>	<b>100.0%</b>

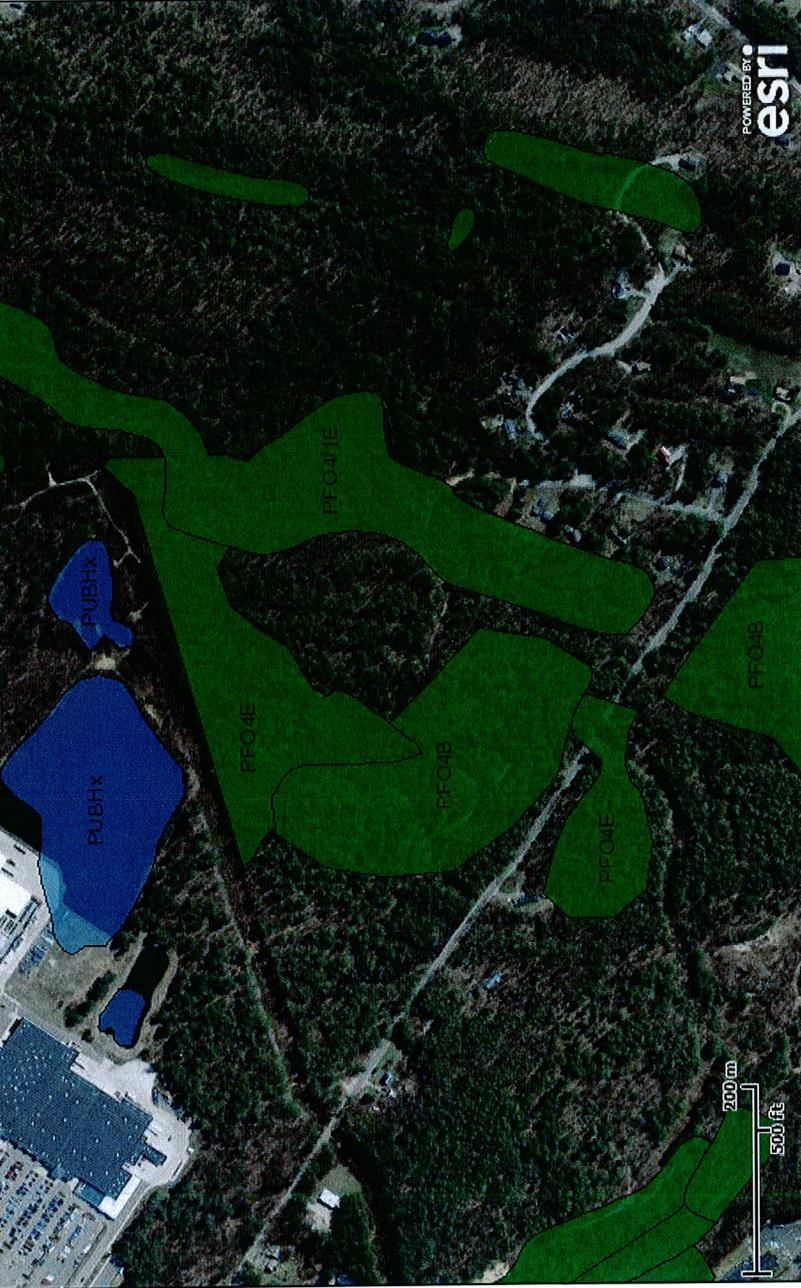


U.S. Fish and Wildlife Service

# National Wetlands Inventory

Area of Sandy Ridge Road, Brunswick

Nov 29, 2015



## Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:





