



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
85 UNION STREET, SUITE 216
BRUNSWICK, ME 04011

ANNA M. BREINICH, FAICP
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

**VILLAGE REVIEW BOARD
REVISED AGENDA
COUNCIL CHAMBERS, 85 UNION STREET
TUESDAY, MAY 24, 2016, 7:15 PM
(*RESCHEDULED FROM MAY 17TH*)**

1. **Tabled Case # VRB 16-003 – 14 Maine Street (Fort Andross)** – The Board will remove from the table, discuss and take action on a Certificate of Appropriateness for the tower placement of a broadband antenna and related equipment at 14 Maine Street (Map U14, Lot 148).
2. **Case # VRB 16-019 – 26 Cumberland Street (former Skolfield House)** – The Board will discuss and take action on a Certificate of Appropriateness for proposed buildings renovations and the construction of a 10-bay garage over existing parking spaces at 26 Cumberland Street (Map U14, Lot 63).
3. **Other Business**
4. **Approval of Minutes**
5. **Next Meeting Date – 6/21/16**

Staff Approvals:

- 100 Maine Street – Signage (Nest)
- 21 Town Hall Place – Garage Doors

This agenda is being mailed to all abutters within 200 feet of the above referenced locations for Certificate of Appropriateness requests and serves as public notice for said meeting. Village Review Board meetings are open to the public. Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. This meeting will to be televised.



Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011

TELEPHONE 207-725-6660

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May 20, 2016

Memo to: Village Review Board
From: Anna Breinich, FAICP, Director
Subject: Case # VRB 16-003 – 14 Maine Street (Fort Andross)

As you recall, the applicant, Redzone Wireless, has requested a Certification of Appropriateness to install a wireless antenna in the back corner of the west tower of Fort Andross, located at 14 Maine Street. The Board reviewed and tabled their request on February 23, 2016 pending Section 106 review as determined by the Maine Historic Preservation Commission (MHPC). On May 17, 2016, the MHPC rendered their conclusion that the “undertaking will have an **adverse effect** upon historic properties.” Specifically referenced is “36 CFR Part 800.5 (a)(2)(v), which refers to introduction of visual, atmospheric or audible elements that diminish the integrity of the property’s significant historic features,” in this case being the National Register of Historic Places-eligible property, Fort Andross. The MHPC letter is attached.

In speaking with MHPC staff, Robin Reed, the FCC shall consult with the MHPC to seek ways to avoid, minimize or mitigate adverse effects. The FCC must also notify the Advisory Council on Historic Preservation of the adverse effect finding and invite them to participate in consultation. The MHPC further requests that “additional alternatives for location, stealthing or modifications to the design be studied...to help minimize the visual effects.”

The applicant has requested to appear at your meeting on May 24, 2016 to display the actual antenna that is under consideration. At that time the Board may take action on the request before you or table the request until further review is requested and received from the FCC through the Section 106 review process.



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

PAUL R. LEPAGE
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

May 17, 2016

Ms. Audra Klumb
A&D Klumb Environmental, LLC
34 Centennial Drive
Webster, NH 03303

Project: MHPC# 0346-16 - Redzone Wireless; 14 Maine Street (Fort Andross);
proposed telecommunications collocation on building roof
(installation of antennas on stair tower)

Town: Brunswick, ME

Dear Ms. Klumb:

In response to your recent request, I have reviewed the information received May 11, 2016 to continue consultation on the above referenced project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

As mentioned in previous correspondence, Fort Andross (aka Cabot Mill) was determined to be individually eligible for listing in the National Register of Historic Places in 2010.

Constructed between 1865 and 1923, the Cabot Mill retains integrity of location, design, setting, materials, workmanship, feeling and association. The main L-shaped mass of the expansive brick building has several notable character defining features, including: 1) a uniform four story height with wall planes punctuated by large regular window openings (the end wall on the south addition has been modified); 2) a pronounced horizontal orientation expressed through the unbroken brick walls at the floor planes and at the cornice level; and 3) two prominent, architecturally striking Romanesque Revival style stair towers on the principal elevation that extend from the wall plane and project above the roof (three smaller historic brick structures – two at the rear and one on the addition – also extend slightly above the roof). With the exception of the centrally mounted flag pole on the primary tower, no non-historic structures or features are visible above the cornice. The full effect of the mill's design is most evident when viewed from Maine Street in Brunswick.

As shown in the photo simulations provided to the Commission, the proposed telecommunications collocation will project above the west tower on the primary elevation, and it will be visible from several vantage points in Brunswick and Topsham. We conclude from these simulations that the communications facility will become a visual focal point, not unlike that of the flag pole, and that it will diminish the integrity of the Cabot Mill's historic design.

May 17, 2016
MHPC# 0346-16

Furthermore, since the facility will be directly attached to the back of the tower, it will also directly impact the corbelled cornice.

Given the Cabot Mill's character defining features as noted above, and the proposed design of the collocation, the Commission concludes that the undertaking will have an **adverse effect** upon historic properties. Specifically, this undertaking will have an adverse effect pursuant to the following:

- 36 CFR Part 800.5(a)(2)(v), which refers to "introduction of visual, atmospheric or audible elements that diminish the integrity of the property's significant historic features.

Pursuant to Section 106 regulations, an adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association.

Pursuant to 36 CFR Part 800.6(a), the U.S. FCC shall consult with our office and other consulting parties to seek ways to avoid, minimize or mitigate adverse effects on this historic property. If the FCC decides to pursue this undertaking, we request that the FCC enter into a Memorandum of Agreement (MOA) with our office for this undertaking which includes stipulations to mitigate for the adverse effect that this undertaking will have on this historic property. The FCC must notify the Advisory Council on Historic Preservation (ACHP) of our adverse effect finding and invite them to participate in consultation pursuant to 36 CFR Part 800.6(a)(1). They must include with their notice to the ACHP all the documentation specified in 36 CFR Part 800.11(e).

We request that additional alternatives for location, siting, or modifications to the design be studied for this project to help minimize the visual effects.

We also request how the U.S. FCC has sought input from the public pursuant to 36 CFR Part 800.2(d). We request that you also forward us a copy of any public comments received to date.

Please contact Robin Reed of my staff if we can be of further assistance in this matter.

Sincerely,



Kirk F. Mohnay
State Historic Preservation Officer

**NATIONWIDE PROGRAMMATIC AGREEMENT
for the
COLLOCATION OF WIRELESS ANTENNAS**

Executed by

**The FEDERAL COMMUNICATIONS COMMISSION,
The NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS
and
The ADVISORY COUNCIL ON HISTORIC PRESERVATION**

WHEREAS, the Federal Communications Commission (FCC) establishes rules and procedures for the licensing of wireless communications facilities in the United States and its Possessions and Territories; and,

WHEREAS, the FCC has largely deregulated the review of applications for the construction of individual wireless communications facilities and, under this framework, applicants are required to prepare an Environmental Assessment (EA) in cases where the applicant determines that the proposed facility falls within one of certain environmental categories described in the FCC's rules (47 C.F.R. § 1.1307), including situations which may affect historical sites listed or eligible for listing in the National Register of Historic Places ("National Register"); and,

WHEREAS, Section 106 of the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) ("the Act") requires federal agencies to take into account the effects of their undertakings on historic properties and to afford the Advisory Council on Historic Preservation (Council) a reasonable opportunity to comment; and,

WHEREAS, Section 800.14(b) of the Council's regulations, "Protection of Historic Properties" (36 CFR § 800.14(b)), allows for programmatic agreements to streamline and tailor the Section 106 review process to particular federal programs; and,

WHEREAS, in August 2000, the Council established a Telecommunications Working Group to provide a forum for the FCC, Industry representatives, State Historic Preservation Officers (SHPOs) and Tribal Historic Preservation Officers (THPOs), and the Council to discuss improved coordination of Section 106 compliance regarding wireless communications projects affecting historic properties; and,

WHEREAS, the FCC, the Council and the Working Group have developed this Collocation Programmatic Agreement in accordance with 36 CFR Section 800.14(b) to address the Section 106 review process as it applies to the collocation of antennas (collocation being defined in Stipulation I.A below); and,

WHEREAS, the FCC encourages collocation of antennas where technically and economically feasible, in order to reduce the need for new tower construction; and,

WHEREAS, the parties hereto agree that the effects on historic properties of collocations of antennas on towers, buildings and structures are likely to be minimal and not adverse, and that in the cases where an adverse effect might occur, the procedures provided and referred to herein are proper and sufficient, consistent with Section 106, to assure that the FCC will take such effects into account; and

WHEREAS, the execution of this Nationwide Collocation Programmatic Agreement will streamline the Section 106 review of collocation proposals and thereby reduce the need for the construction of new towers, thereby reducing potential effects on historic properties that would otherwise result from the construction of those unnecessary new towers; and,

WHEREAS, the FCC and the Council have agreed that these measures should be incorporated into a Nationwide Programmatic Agreement to better manage the Section 106 consultation process and streamline reviews for collocation of antennas; and,

WHEREAS, since collocations reduce both the need for new tower construction and the potential for adverse effects on historic properties, the parties hereto agree that the terms of this Agreement should be interpreted and implemented wherever possible in ways that encourage collocation; and

WHEREAS, the parties hereto agree that the procedures described in this Agreement are, with regard to collocations as defined herein, a proper substitute for the FCC's compliance with the Council's rules, in accordance and consistent with Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800; and

WHEREAS, the FCC has consulted with the National Conference of State Historic Preservation Officers (NCSHPO) and requested the President of NCSHPO to sign this Nationwide Collocation Programmatic Agreement in accordance with 36 CFR Section 800.14(b)(2)(iii); and,

WHEREAS, the FCC sought comment from Indian tribes and Native Hawaiian Organizations regarding the terms of this Nationwide Programmatic Agreement by letters of January 11, 2001 and February 8, 2001; and,

WHEREAS, the terms of this Programmatic Agreement do not apply on "tribal lands" as defined under Section 800.16(x) of the Council's regulations, 36 CFR § 800.16(x) ("Tribal lands means all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities."); and,

WHEREAS, the terms of this Programmatic Agreement do not preclude Indian tribes or Native Hawaiian Organizations from consulting directly with the FCC or its licensees, tower companies and applicants for antenna licenses when collocation activities off tribal lands may affect historic properties of religious and cultural significance to Indian tribes or Native Hawaiian organizations; and,

WHEREAS, the execution and implementation of this Nationwide Collocation Programmatic Agreement will not preclude members of the public from filing complaints with the FCC or the Council regarding adverse effects on historic properties from any existing tower or any activity covered under the terms of this Programmatic Agreement.

NOW THEREFORE, the FCC, the Council, and NCSHPO agree that the FCC will meet its Section 106 compliance responsibilities for the collocation of antennas as follows.

STIPULATIONS

The FCC, in coordination with licensees, tower companies and applicants for antenna licenses, will ensure that the following measures are carried out.

I. DEFINITIONS

For purposes of this Nationwide Programmatic Agreement, the following definitions apply.

- A. "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

B. "Tower" is any structure built for the sole or primary purpose of supporting FCC-licensed antennas and their associated facilities.

C. "Substantial increase in the size of the tower" means:

- 1) The mounting of the proposed antenna on the tower would increase the existing height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to avoid interference with existing antennas; or
- 2) The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment cabinets for the technology involved, not to exceed four, or more than one new equipment shelter; or
- 3) The mounting of the proposed antenna would involve adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or
- 4) The mounting of the proposed antenna would involve excavation outside the current tower site, defined as the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site.

II. APPLICABILITY

A. This Nationwide Collocation Programmatic Agreement applies only to the collocation of antennas as defined in Stipulation I.A, above.

B. This Nationwide Collocation Programmatic Agreement does not cover any Section 106 responsibilities that federal agencies other than the FCC may have with regard to the collocation of antennas.

III. COLLOCATION OF ANTENNAS ON TOWERS CONSTRUCTED ON OR BEFORE MARCH 16, 2001

A. An antenna may be mounted on an existing tower constructed on or before March 16, 2001 without such collocation being reviewed under the consultation process set forth under Subpart B of 36 CFR Part 800, unless:

1. The mounting of the antenna will result in a substantial increase in the size of the tower as defined in Stipulation I.C, above; or
2. The tower has been determined by the FCC to have an effect on one or more historic properties, unless such effect has been found to be not adverse through a no adverse effect finding, or if found to be adverse or potentially adverse, has been resolved, such as through a conditional no adverse effect determination, a Memorandum of Agreement, a

programmatic agreement, or otherwise in compliance with Section 106 and Subpart B of 36 CFR Part 800; or

3. The tower is the subject of a pending environmental review or related proceeding before the FCC involving compliance with Section 106 of the National Historic Preservation Act; or

4. The collocation licensee or the owner of the tower has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

IV. COLLOCATION OF ANTENNAS ON TOWERS CONSTRUCTED AFTER MARCH 16, 2001

A. An antenna may be mounted on an existing tower constructed after March 16, 2001 without such collocation being reviewed under the consultation process set forth under Subpart B of 36 CFR Part 800, unless:

1. The Section 106 review process for the tower set forth in 36 CFR Part 800 and any associated environmental reviews required by the FCC have not been completed; or

2. The mounting of the new antenna will result in a substantial increase in the size of the tower as defined in Stipulation I.C, above; or

3. The tower as built or proposed has been determined by the FCC to have an effect on one or more historic properties, unless such effect has been found to be not adverse through a no adverse effect finding, or if found to be adverse or potentially adverse, has been resolved, such as through a conditional no adverse effect determination, a Memorandum of Agreement, a programmatic agreement, or otherwise in compliance with Section 106 and Subpart B of 36 CFR Part 800; or

4. The collocation licensee or the owner of the tower has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

V. COLLOCATION OF ANTENNAS ON BUILDINGS AND NON-TOWER STRUCTURES OUTSIDE OF HISTORIC DISTRICTS

A. An antenna may be mounted on a building or non-tower structure without such collocation being reviewed under the consultation process set forth under Subpart B of 36 CFR Part 800, unless:

1. The building or structure is over 45 years old;¹ or

¹ Suitable methods for determining the age of a building include, but are not limited to: (1) obtaining the opinion of a consultant who meets the Secretary of Interior's Professional Qualifications Standards (36 CFR Part 61) or (2)

2. The building or structure is inside the boundary of a historic district, or if the antenna is visible from the ground level of the historic district, the building or structure is within 250 feet of the boundary of the historic district; or
3. The building or non-tower structure is a designated National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places based upon the review of the licensee, tower company or applicant for an antenna license; or
4. The collocation licensee or the owner of the tower has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO or the Council, that the collocation has an adverse effect on one or more historic properties. Any such complaint must be in writing and supported by substantial evidence describing how the effect from the collocation is adverse to the attributes that qualify any affected historic property for eligibility or potential eligibility for the National Register.

B. Subsequent to the collocation of an antenna, should the SHPO/THPO or Council determine that the collocation of the antenna or its associated equipment installed under the terms of Stipulation V has resulted in an adverse effect on historic properties, the SHPO/THPO or Council may notify the FCC accordingly. The FCC shall comply with the requirements of Section 106 and 36 CFR Part 800 for this particular collocation.

VI. RESERVATION OF RIGHTS

Neither execution of this Agreement, nor implementation of or compliance with any term herein shall operate in any way as a waiver by any party hereto, or by any person or entity complying herewith or affected hereby, of a right to assert in any court of law any claim, argument or defense regarding the validity or interpretation of any provision of the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) or its implementing regulations contained in 36 CFR Part 800.

VII. MONITORING

A. FCC licensees shall retain records of the placement of all licensed antennas, including collocations subject to this Nationwide Programmatic Agreement, consistent with FCC rules and procedures.

B. The Council will forward to the FCC and the relevant SHPO any written objections it receives from members of the public regarding a collocation activity or general compliance with the provisions of this Nationwide Programmatic Agreement within thirty (30) days following receipt of the written objection. The FCC will forward a copy of the written objection to the appropriate licensee or tower owner.

VIII. AMENDMENTS

If any signatory to this Nationwide Collocation Programmatic Agreement believes that this Agreement should be amended, that signatory may at any time propose amendments, whereupon the signatories will consult to consider the amendments. This agreement may be amended only upon the written concurrence of the signatories.

consulting public records.

IX. TERMINATION

A. If the FCC determines that it cannot implement the terms of this Nationwide Collocation Programmatic Agreement, or if the FCC, NCSHPO or the Council determines that the Programmatic Agreement is not being properly implemented by the parties to this Programmatic Agreement, the FCC, NCSHPO or the Council may propose to the other signatories that the Programmatic Agreement be terminated.

B. The party proposing to terminate the Programmatic Agreement shall notify the other signatories in writing, explaining the reasons for the proposed termination and the particulars of the asserted improper implementation. Such party also shall afford the other signatories a reasonable period of time of no less than thirty (30) days to consult and remedy the problems resulting in improper implementation. Upon receipt of such notice, the parties shall consult with each other and notify and consult with other entities that are either involved in such implementation or that would be substantially affected by termination of this Agreement, and seek alternatives to termination. Should the consultation fail to produce within the original remedy period or any extension, a reasonable alternative to termination, a resolution of the stated problems, or convincing evidence of substantial implementation of this Agreement in accordance with its terms, this Programmatic Agreement shall be terminated thirty days after notice of termination is served on all parties and published in the Federal Register.

C. In the event that the Programmatic Agreement is terminated, the FCC shall advise its licensees and tower construction companies of the termination and of the need to comply with any applicable Section 106 requirements on a case-by-case basis for collocation activities.

X. ANNUAL MEETING OF THE SIGNATORIES

The signatories to this Nationwide Collocation Programmatic Agreement will meet on or about September 10, 2001, and on or about September 10 in each subsequent year, to discuss the effectiveness of this Agreement, including any issues related to improper implementation, and to discuss any potential amendments that would improve the effectiveness of this Agreement.

XI. DURATION OF THE PROGRAMMATIC AGREEMENT

This Programmatic Agreement for collocation shall remain in force unless the Programmatic Agreement is terminated or superseded by a comprehensive Programmatic Agreement for wireless communications antennas.

Execution of this Nationwide Programmatic Agreement by the FCC, NCSHPO and the Council, and implementation of its terms, evidence that the FCC has afforded the Council an opportunity to comment on the collocation as described herein of antennas covered under the FCC's rules, and that the FCC has taken into account the effects of these collocations on historic properties in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800.

FEDERAL COMMUNICATIONS COMMISSION

_____ **Date:** _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ **Date:** _____

NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS

_____ **Date:** _____

**Draft Findings of Fact
Certificate of Appropriateness
Village Review Board Review Date: February 23, 2016**

Project Name: 14 Maine Street (Fort Andross Mill) Rooftop Wireless Antenna Installation
Case Number: VRB – 16-003
Tax Map: Map U14, Lot 148
Applicant: Redzone Wireless
41 Mechanic Street, Suite 219
Camden, ME 04843
(207) 593-7277
Property Owner: Waterfront Maine, Brunswick, LLC
14 Maine Street
Brunswick, ME 04011
(207) 729-7970
Authorized Representative: Tilson Technology Management, Inc.
245 Commercial Street, Suite 203
Portland, ME 04101
(207) 358-7454

PROJECT SUMMARY

The applicant, Redzone Wireless, on behalf of the property owner, Waterfront Maine, LLC, is requesting a Certificate of Appropriateness to install a wireless antenna in the back corner of the west tower of Fort Andross, located at 14 Maine Street. As proposed the antenna would not be of a stealth-type installation and would be visible from all sides of the historic mill structure.

The project site is located within the Town Center 2 (TC2) Zoning District and the Village Review Overlay Zone. Although not a listed property on the National Register of Historic Places, Fort Andross is a contributing structure to the Village Review Zone and likely eligible for listing. A copy of the Pejepscot Historic Site Survey is included with the application noting historical characteristics of the building. In addition, a description and history of the mill structure from the property owner's website is attached.

The proposed installation will require building and electrical permits. Per local ordinances, no additional reviews and approvals by the Brunswick Planning Board or Zoning Board of Appeals are required.

Staff requested the Maine Historic Preservation Commission (MHPC) to determine if any additional reviews are required under the Nationwide Programmatic Agreement for the Collocation of Wireless Antennas between the Federal Communications Commission (FCC), the National Conference of State Historic Preservation Officers and the Advisory Council on Historic Preservation. The MHPC staff has stated that "it appears this new undertaking should be subject to Section 106 review" with their office since the Cabot Mill (Fort Andross) was previously determined as eligible for listing in the National Register of Historic Places in 2010. The MHPC survey form is attached. The FCC is available to the applicant for further guidance.

A. General Standard.

1. **All Certificates of Appropriateness for new construction, additions, alterations, relocations or demolition shall be in accordance with applicable requirements of this Ordinance. In meeting the standards of this Ordinance the applicant may obtain additional guidance from the U.S. Secretary of Interior's Standards for Rehabilitating Historic Buildings and the Village Review Zone Design Guidelines.** *The proposed exterior alteration is the installation a wireless antenna in the back corner of the west tower of Fort Andross. No stealth-type concealment is being considered. As stated above, additional review by the State Historic Preservation Officer appears to be required. The Village Review Zone Design Guidelines do not provide guidance relative to the placement of wireless antennas.*

B. New Construction, Additions and Alterations to Existing Structures.

1. **In approving applications for a Certificate of Appropriateness for new construction, additions or alterations to contributing resources, the reviewing entity shall make findings that the following standards have been satisfied:**
 - a. **Any additions or alterations shall be designed in a manner to minimize the overall effect on the historic integrity of the contributing resource.** *As stated in the application, the chosen location is considered to be the least visually intrusive. Staff questions the applicant's decision to not replace the existing flagpole with one to conceal the wireless antenna on the east tower or install a new concealing flagpole on the west tower, perhaps to display the Maine Flag. It is further noted that a request (attached) was made by Omnipoint Communications in 2000 and approved by staff to replace the existing flagpole with one to conceal a wireless communication antenna but never implemented. Staff recommends a similar approach be used to conceal the proposed wireless antenna in order to minimize the overall effect on the historic integrity of this contributing resource.*
 - b. **Alterations shall remain visually compatible with the existing streetscape.** *As proposed the wireless antenna is not compatible with the existing streetscape.*
 - c. **Concealing of distinctive historic or architectural character-defining features is prohibited. If needed, the applicant may replace any significant features with in-kind replacement and/or accurate reproductions. No character-defining features will be concealed or replaced.**
 - d. **New construction or additions shall be visually compatible with existing mass, scale and materials of the surrounding contributing resources.** *Not applicable.*
 - e. **When constructing additions, the applicant shall maintain the structural integrity of existing structures.** *Not applicable.*
 - f. **For new construction of or additions to commercial, multi-family and other non-residential uses the following additional standards shall apply:**
 - 1) **Parking lots shall be prohibited in side and front yards, except if the application involves the renovation of existing structures where such a configuration currently exists. In cases where such parking configurations exist, the parking area shall be screened from the public right-of-way with landscaping or fencing.** *Not applicable.*
 - 2) **Site plans shall identify pedestrian ways and connections from parking**

- areas to public rights-of-way. *Not applicable.*
- 3) All dumpsters and mechanical equipment shall be located no less than 25 feet away from a public right-of-way and shall be screened from public view. *Not applicable.*
 - 4) Roof-top-mounted heating, ventilation, air conditioning and energy producing equipment shall be screened from the view of any public right-of-way or incorporated into the structural design to the extent that either method does not impede functionality. Parapets, projecting cornices, awnings or decorative roof hangs are encouraged. Flat roofs without cornices are prohibited. *Not applicable.*
 - 5) Building Materials:
 - a) The use of cinder-block, concrete and concrete block is prohibited on any portion of a structure that is visible from the building's exterior, with the exception of use in the building's foundation. *Not applicable.*
 - b) The use of vinyl, aluminum or other non-wood siding is permitted as illustrated in the Village Review Board Design Guidelines. Asphalt and asbestos siding are prohibited. *Not applicable.*
 - c) Buildings with advertising icon images built into their design ("trademark buildings") are prohibited. *Not applicable.*
 - 6) No building on Maine Street shall have a horizontal expanse of more than 40 feet without a pedestrian entry. *Not applicable.*
 - 7) No building on Maine Street shall have more than 15 feet horizontally of windowless wall. *Not applicable.*
 - 8) All new buildings and additions on Maine Street:
 - a) Must be built to the front property line. This may be waived if at least 60% of the building's front facade is on the property line, and the area in front of the setback is developed as a pedestrian space.
 - b) If adding more than 50% new floor area to a structure, the addition shall be at least two stories high and not less than 20 feet tall at the front property line.
 - c) The first floor facade of any portion of a building that is visible from Maine Street shall include a minimum of 50% glass. Upper floors shall have a higher percentage of solid wall, between 15% and 40% glass. *Subsections a., b. and c. above are not applicable.*
 - 9) Proposed additions or alterations to noncontributing resources shall be designed to enhance or improve the structure's compatibility with nearby contributing resources as compared to the existing noncontributing resources. *Not applicable.*

C. Signs

Signs shall comply with the requirements of Chapter 6 (Sign Regulations) with consideration given to the Village Review Zone Design Guidelines. *Not applicable.*

**DRAFT MOTIONS
CERTIFICATE OF APPROPRIATENESS
14 MAINE STREET (FORT ANDROSS) ROOFTOP WIRELESS ANTENNA
INSTALLATION**

- Motion 1:** That the Certificate of Appropriateness application is deemed complete.
- Motion 2:** That the Board approves the Certificate of Appropriateness for the removal of the vestry chimney with the following conditions:
1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification, shall require further review and approval in accordance with the Brunswick Zoning Ordinance.
 2. That the applicant consult with the Maine Historic Preservation Commission regarding the completion of a Section 106 project review and proceed accordingly.
 3. That the proposed wireless antenna be concealed as a flagpole or other appropriate concealment.

Received: 1/27/16
By: [Signature]

VRB Case #: 16-003

**VILLAGE REVIEW BOARD
CERTIFICATE OF APPROPRIATENESS
APPLICATION**

1. Project Applicant:

Name: Redzone Wireless
Address: 41 Mechanic St., Suite 219
Camden, ME 04843
Phone Number: 207-593-7277

2. Project Property Owner:

Name: Waterfront, Maine Brunswick, LLC.
Address: 14 Maine St.
Brunswick, ME 04011
Phone Number: 207-729-7970

3. Authorized Representative: (If Different Than Applicant)

Name: Tilson Technology Management, Inc.
Address: 245 Commercial St., Suite 203
Portland, ME 04101
Phone Number: 207-358-7454

4. Physical Location of Property Being Affected:

Address: Ft. Andross Mill - 14 Maine St., Brunswick, ME 04011

5. Tax Assessor's Map # U14 Lot # 148 of subject property.

6. Underlying Zoning District TC2 - Town Center 2 / Fort Andross

7. Describe the Location and Nature of the Proposed Change, including a brief description of the proposed construction, reconstruction, alteration, demolition, proposed re-use, or other change. (use separate sheet if necessary):
Redzone Wireless is proposing a co-location installation of 3 wireless LTE spectrum antennas and accompanying equipment for broadband internet service on the roof of the Ft. Andross Mill.

Applicant's Signature [Signature]

Benjamin T. Madden
(Tilson - agent for Redzone Wireless)

**VILLAGE REVIEW BOARD
APPLICATION FOR CERTIFICATE OF COMPLIANCE
APPLICATION CHECK-LIST**

This checklist will be completed by the Department of Planning and Development. In order to ensure the timely processing of your application, please be sure that ALL materials are submitted. The process does not begin until your application is considered complete. For assistance please contact the Department of Planning and Development.

1. Completed application form.
2. A copy of the building survey prepared by the Pejepscot Historical Society pertaining to the structure under review and submitted by the applicant.
3. A drawing showing the design, texture, and location of any construction, alteration, demolition for which a certificate is required. The drawing shall include plans and exterior elevations drawn to scale, with sufficient detail to show their relations to exterior appearances and the architectural design of the building. Proposed materials and textures shall be described, including samples where appropriate. Drawings need not be prepared by an architect or engineer, but shall be clear, complete, and specific.
4. Photographs of the building(s) involved.
5. A site plan showing the relationship of proposed changes to walks, driveways, signs, lighting, landscaping and adjacent properties.
6. A site plan which shows the relationship of the changes to its surroundings.

This application was Certified as being complete on 2/9/16 (date) by AMB
of the Department of Planning and Development.

THIS APPLICATION WAS:

- Granted**
- Granted With Conditions**
- Denied**
- Forwarded to Village Review Board**
- Building Permit Required**
- Building Permit NOT Required**

Applicable Comments: May need additional review by SHPO.

Anna K. Greenich
Signature of Department Staff Reviewing Application

COMPLIANCE WITH ZONING STANDARDS

Notice: This form is to be completed by the Codes Enforcement Officer and filed with the application.

This is to certify that the application for Certificate of Appropriateness submitted by Richard Warkes, relating to property designated on Assessors Tax Map # 148 as Lot # 414 has been reviewed by the Codes Enforcement Officer and has been found to be in compliance with all applicable zoning standards:

Comments: Building & Electrical permits

Signed: 
Date: 2/17/16



TILSON

245 COMMERCIAL ST., SUITE 203
PORTLAND, ME 04101
OFFICE: 207-358-7454 / MOBILE: 207-232-9001
bmadden@tilsontech.com

MEMORANDUM

TO: THE TOWN OF BRUNSWICK
DEPARTMENT OF PLANNING & DEVELOPMENT
ATTN: ANNA BREINICH – DIRECTOR
85 UNION ST.
BRUNSWICK, ME 04011
207-725-6660 EXT. 4020
ABREINICH@BRUNSWICKME.ORG

FROM: BENJAMIN T. MADDEN

SUBJECT: REDZONE WIRELESS EQUIPMENT CO-LOCATION
BRUNSWICK (FT. ANDROSS) SITE

DATE: JANUARY 26, 2016

Please find enclosed: a "Village Review Board Packet" supplied by the Town of Brunswick, a check for fifty dollars (\$50.00) to go towards this project being reviewed by the Village Review Board, and two (2) copies of the construction drawings.

Please confirm when the next meeting is for the Village Review Board that this issue will be discussed at. Thank you very much for your assistance, and have a great day.

Please send all correspondence to:

Tilson Technology Management, Inc.
ATTN: Benjamin T. Madden (Tilson – agent for Redzone Wireless)
Address: 245 Commercial St., Suite 203
Portland, ME 04101
Phone: 207-358-7454
Email: bmadden@tilsontech.com



MEMORANDUM

TO: THE TOWN OF BRUNSWICK
ATTN: ANNA BREINICH – DIRECTOR OF PLANNING AND DEVELOPMENT
85 UNION ST.
BRUNSWICK, ME 04011
207-725-6660 EXT. 4020
ABREINICH@BRUNSWICKME.ORG

SUBJECT: REDZONE WIRELESS COLOCATION ON FORT ANDROSS ROOF

DATE: FEBRUARY 8, 2016

Redzone Wireless selected Fort Andross after an exhaustive search and multiple negotiations that would put Redzone in a great location, all while having fiber optic connection available. Redzone tried working with Bowdoin College, but they were not interested in having Redzone, despite other wireless companies on their roof.

The mounting of this antenna (one single mast in the back corner of the west tower) was physically demonstrated to the building owners for approval as we all have a concern with visual impact. At the time, this demonstration was 4' x 4' from the back corner on the west tower. It was engineered to be more structurally sound and to mount directly to the brick on the back corner, which also would decrease visual impact. Redzone sees this as a win-win.

Redzone discussed the using the east tower with the flag pole, but both parties agreed it would be less intrusive if we didn't disturb a well-known landmark and "eye catcher".

Please direct all correspondence to:

Tilson Technology Management, Inc.

ATTN: Benjamin T. Madden (Tilson – agent for Redzone Wireless)

Address: 245 Commercial St., Suite 203
Portland, ME 04101

Phone: 207-358-7454

Email: bmadden@tilsontech.com

MHPC USE ONLY

INVENTORY NO.

MAINE HISTORIC PRESERVATION COMMISSION
Historic Building/Structure Survey Form

1. PROPERTY NAME (HISTORIC): Cabot Mill
2. PROPERTY NAME (OTHER): Fort Andross/Lewis Industrial Building
3. STREET ADDRESS: 14 Maine Street
4. TOWN: Brunswick 5. COUNTY: Cumberland
6. DATE RECORDED: May 2001 7. SURVEYOR: Turk Tracey & Larry, Architects, LLC.
8. OWNER NAME: Waterfront Maine ADDRESS: 14 Maine Street, Brunswick, Me 04011
9. PRIMARY USE (PRESENT):
- | | | | |
|---|---------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> SINGLE FAMILY | <input type="checkbox"/> AGRICULTURE | <input checked="" type="checkbox"/> COMMERCIAL/TRADE | <input type="checkbox"/> FUNERARY |
| <input type="checkbox"/> MULTI-FAMILY | <input type="checkbox"/> GOVERNMENTAL | <input type="checkbox"/> EDUCATION | <input type="checkbox"/> HEALTH CARE |
| <input type="checkbox"/> INDUSTRY | <input type="checkbox"/> RELIGIOUS | <input type="checkbox"/> HOTEL | <input type="checkbox"/> LANDSCAPE |
| <input type="checkbox"/> TRANSPORTATION | <input type="checkbox"/> DEFENSE | <input type="checkbox"/> SUMMER COTTAGE/CAMP | <input type="checkbox"/> SOCIAL |
| <input type="checkbox"/> RECREATION/CULTURE | <input type="checkbox"/> UNKNOWN | | |
| <input type="checkbox"/> OTHER _____ | | | |

10. CONDITION: GOOD FAIR POOR DESTROYED, DATE / /

ARCHITECTURAL DATA

11. PRIMARY STYLISTIC CATEGORY:
- | | | | |
|--|---|---|--|
| <input type="checkbox"/> COLONIAL | <input type="checkbox"/> STICK STYLE | <input type="checkbox"/> NEO-CLASSICAL REV. | <input type="checkbox"/> FOUR SQUARE |
| <input type="checkbox"/> FEDERAL | <input type="checkbox"/> QUEEN ANNE | <input type="checkbox"/> RENAISSANCE REV. | <input type="checkbox"/> ART DECO |
| <input type="checkbox"/> GREEK REVIVAL | <input type="checkbox"/> SHINGLE STYLE | <input type="checkbox"/> 19TH/20TH C. REVIVAL | <input type="checkbox"/> INTERNATIONAL |
| <input type="checkbox"/> GOTHIC REVIVAL | <input type="checkbox"/> R. ROMANESQUE | <input type="checkbox"/> ARTS & CRAFTS | <input type="checkbox"/> RANCH |
| <input checked="" type="checkbox"/> ITALIANATE | <input type="checkbox"/> ROMANESQUE | <input type="checkbox"/> BUNGALOW | <input type="checkbox"/> VERNACULAR |
| <input type="checkbox"/> SECOND EMPIRE | <input type="checkbox"/> HIGH VIC. GOTHIC | OTHER _____ | |

12. OTHER STYLISTIC CATEGORY:
- | | | | |
|---|---|---|--|
| <input type="checkbox"/> COLONIAL | <input type="checkbox"/> STICK STYLE | <input type="checkbox"/> NEO-CLASSICAL REV. | <input type="checkbox"/> FOUR SQUARE |
| <input type="checkbox"/> FEDERAL | <input type="checkbox"/> QUEEN ANNE | <input type="checkbox"/> RENAISSANCE REV. | <input type="checkbox"/> ART DECO |
| <input type="checkbox"/> GREEK REVIVAL | <input type="checkbox"/> SHINGLE STYLE | <input type="checkbox"/> 19TH/20TH C. REVIVAL | <input type="checkbox"/> INTERNATIONAL |
| <input type="checkbox"/> GOTHIC REVIVAL | <input type="checkbox"/> R. ROMANESQUE | <input type="checkbox"/> ARTS & CRAFTS | <input type="checkbox"/> RANCH |
| <input type="checkbox"/> ITALIANATE | <input type="checkbox"/> ROMANESQUE | <input type="checkbox"/> BUNGALOW | <input type="checkbox"/> VERNACULAR |
| <input type="checkbox"/> SECOND EMPIRE | <input type="checkbox"/> HIGH VIC. GOTHIC | OTHER _____ | |

13. HEIGHT: 1 STORY 1 1/2 STORY 2 STORY 2 1/2 STORY 3 STORY 4 STORY 5 STORY OVER 5 ()

14. PRIMARY FACADE WIDTH (MAIN BLOCK; USE GROUND FLOOR): 1 BAY 2 BAY 3 BAY 4 BAY 5 BAY MORE THAN 5 (31)

15. APPENDAGES: SIDE ELL REAR ELL FRONT ADDED STORIES SHED DORMERS PORCH TOWER CUPOLA BAY WINDOW

PHOTOGRAPH:



16. PORCH: ATTACHED ENGAGED ONE STORY MORE THAN ONE STORY
 FULL WIDTH WRAPAROUND SLEEPING PORCH SECONDARY PORCH
17. PLAN: HALL AND PARLOR 1/2 CAPE CENTRAL HALL SIDE HALL
 BACK HALL IRREGULAR OTHER _____
18. PRIMARY STRUCTURAL SYSTEM:
 TIMBER FRAME BRACED FRAME BRICK STONE BALLOON FRAME
 CONCRETE STEEL LOG PLANK WALL PLATFORM FRAME
 FRAME CONSTRUCTION - TYPE UNKNOWN OTHER _____
19. CHIMNEY PLACEMENT:
 INTERIOR INTERIOR FRONT/REAR CENTER INTERIOR END EXTERIOR
 OTHER _____
20. ROOF CONFIGURATION:
 GABLE SIDE GABLE FRONT HIP MANSARD FLAT
 GAMBREL PARAPET GABLE SHED CROSS GABLE
 COMPOUND OTHER _____
21. ROOF MATERIAL:
 WOOD METAL TILE SLATE ASPHALT ASBESTOS _____
22. EXTERIOR WALL MATERIALS:
 CLAPBOARD BRICK FLUSH SHEATHING WOOD SHINGLE STONE
 LOG PRESSED METAL CONCRETE STUCCO ASPHALT
 GRANITE ASBESTOS TERRA COTTA BOARD AND BATTEN ALUMINUM/VINYL
 OTHER _____
23. FOUNDATION MATERIAL:
 FIELDSTONE BRICK WOOD CONCRETE GRANITE ORNAMENTAL CONC. BLOCK
 OTHER _____
24. OUTBUILDINGS/FEATURES:
 CARRIAGE HOUSE FENCE OR WALL CEMETERY BARN (CONNECTED)
 BARN (DETACHED) FORMAL GARDEN LANDSCAPE/PLANT MAT. ARCHAEOLOGICAL SITE
 GARAGE OTHER Misc. Associated Outbuildings/Pumping Rooms

HISTORICAL DATA

25. DOCUMENTED DATE OF CONSTRUCTION: 1891-1892 26. ESTIMATED DATE OF CONSTRUCTION: ca. _____
27. DATE MAJOR ADDITIONS/ALTERATIONS: _____
28. ARCHITECT: Samuel B. Dunning 29. CONTRACTOR: _____
30. ORIGINAL OWNER: Cabot Manufacturing Co.
31. SUBSEQUENT SIGNIFICANT OWNER: _____ DATES: _____
32. CULTURAL/ETHNIC AFFILIATION:
 ENGLISH FRENCH ACADIAN NATIVE AMERICAN SCOTTISH FRENCH CANADIAN
 EAST EUROPEAN IRISH OTHER _____
33. HISTORIC CONTEXT(S):
 COMMERCE INDUSTRY TRANSPORTATION AGRICULTURE MILITARY
 RELIGION CIVIC AFFAIRS RECREATION HABITATION EDUCATION
 ART, LIT, SCIENCE SOCIAL _____

34. COMMENTS/SOURCES:

"The first cotton mill was built in 1809 here on the site of Fort George and burned in 1825. It was rebuilt by Raymond in 1834, and in 1867, wings were added. The plant was completely rebuilt in 1891." The mill was designed like a fort with its tower, which was to serve as a focal point at the end of Maine Street and create a bold statement of the importance of the mill to the town.

"In the 1840, the mill employed 160 persons and by the late 1880s the work force was 675, mostly French-Canadians, " nearly 1/8 of the town was employed at the mill by 1875. The mill continued operation until after World War II...the machinery was shipped south and the mill was closed." American Association of University Woman, *From the Falls to the Bay*, 1980.

14 Maine Street, Cabot Mill is identified as being designed by Samuel B. Dunning in 1891-2. John V. Goff, *Samuel B. Dunning, Brunswick's First Architect*. Brunswick, Maine, 1984. _____ 2000

Assessors Database, Town of Brunswick.

35. HISTORICAL DRAWINGS EXIST: YES NO LOCATION: _____

ENVIRONMENTAL DATA

36. SITE INTEGRITY: ORIGINAL MOVED DATE MOVED _____
37. SETTING: RURAL/UNDISTURBED RURAL/BUILT UP SMALL TOWN URBAN SUBURBAN
38. QUADRANGLE MAP USED: _____ QUADRANGLE #: _____
39. UTM NORTHING: _____ 40. UTM EASTING: _____
41. FACADE DIRECTION (CIRCLE ONE): N S E W NE NW SE SW

=====

MHPC USE ONLY

- DATE ENTERED IN INVENTORY: _____ PHOTO FILE #: _____
- NR STATUS: L HD E NE ND REVIEWER _____
- DATA SOURCE: HPF CLG R&C STAFF STATE SURVEY OTHER _____ LEVEL OF SURVEY: R I

FORM K:\KIRKARCH-SVY.FRM\HBSSFSVY.MAS



14 Maine Street
Map U14-148

Google Maps 35 Mill St



Image capture: Sep 2013 © 2016 Google

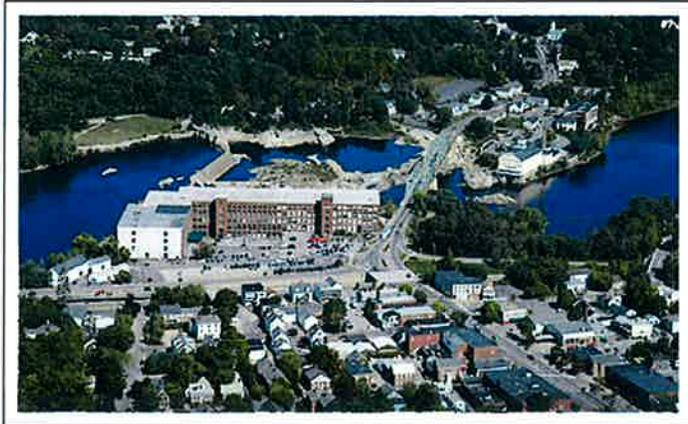
About The Mill	History	On-Site Services	Contact Us	Our Location	
					
Prime Office Space	Retail Space	Self Storage Units	Warehouse Space	Industrial Space	Business Center

Fort Andross

14 Maine Street Brunswick, Me 04011 Phone (207) 729-7970 Fax (207) 725-9500

Fort Andross is a Mill Complex strategically located on the Androscoggin River in Brunswick, Maine, just north of Portland, adjacent to Routes 1 and 95. This historic brick structure, once known as the Cabot Mill, has been rechristened "Fort Andross" after the original pre-revolutionary fort erected on the same site in 1688.

Over the years, the Mill has served a number of companies in a variety of businesses, including the manufacture of cotton cloth, woolen broadcloth, synthetics, shoes, brushes and woven fiberglass. In this tradition, the building's phased renovation has followed a mixed use format, providing prime office, retail, light manufacturing and warehouse space.



The renovation of a 100,000 square foot office complex within the Mill features exposed brick and beams, spectacular downtown and river views, and a first class heating and air conditioning system. This business center has attracted architectural, engineering and law firms, as well as media, financial services companies and not-for-profits. The building provides a unique and affordable opportunity for area businesses to upgrade their image while allowing for future expansion.

Prime Office Space ↑

Office suites are available to suit any size tenant and are competitively priced. The sixteen foot ceilings and large windows accommodate a variety of design options including mezzanines, enclosed private offices and conference rooms, and open work areas. Suites can be custom designed, with rates adjustable for the level of finish.

Business Center Space ↑

Our "Business Center" office suites, provide fully finished individual offices, surrounding a shared reception area, for those smaller tenants seeking both convenience and flexibility. The offices range in size between 125 and 360 square feet and can be rented on a month-to-month basis or annual term.

Retail Space ↑

A limited number of retail spaces complementary to the office complex have been constructed on the ground floor of the building. Where possible, these retail suites have been built adjacent to dedicated entrances with full visibility from downtown Brunswick.

Warehouse Space ↑

The standard mill construction is suitable for light manufacturing, freight forwarding and bulk storage. Subdividable floors of 1,000 to 45,000 square feet share large capacity freight elevators and common loading docks.

Industrial Space ↑

The standard mill construction is suitable for light manufacturing, freight forwarding and bulk storage. Subdividable floors of 1,000 to 45,000 square feet share large capacity freight elevators and common loading docks.

Cumberland Self Storage ↑

Offered by Cumberland Self-Storage has, self-service storage units are available in sizes from 3x5 to 10x24 feet. Larger units can be custom built. These steel structured rooms are enclosed within a facility which is fully heated, lighted and secure. MaineStorage.Com

On-Site Services ↑

- Central Mailroom FedEx, UPS, Postage
- Restaurants
- Ample Parking
- On-Site Storage
- [Frontier Cafe, Cinema & Gallery](#)
- [Bangkok Garden Restaurant](#)
- [Jai Yoga](#)
- [Full Circle Dance Studio](#)
- [Cabot Mill Antiques](#)
- Waterfront Flea Market

[History](#) | [On - Site Services](#) | [Prime Office Space](#) | [Retail Space](#) | [Incubator Space](#) | [Warehouse Space](#) | [Industrial Space](#) | [Self Storage Units](#) | [Available Space](#) | [Contact Us](#)

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About The Mill	History	On-Site Services	Contact Us	Our Location
				
Prime Office Space	Retail Space	Self Storage Units	Warehouse Space	Industrial Space
Business Center				

History of Fort Andross

14 Maine Street Brunswick, Me 04011 Phone (207) 729-7970 Fax (207) 725-9500

1688

Fort Andross established, as a trading post for fur trappers and as a garrison built during King William's war.

1715

Fort George, a stone fort, is built on the Fort Andross site to protect the settlers from Indians.

1809

Industrialist developers of the Brunswick Cotton Manufacturing Company, harnessed the Androscoggin River's power at the Pejepscot Falls and built the first cotton mill in Maine to make yarn.

1812

Purchased in 1812, the mill was enlarged by the Maine Cotton & Woolen Factory Company.

1857

The Mill is rebranded and further expanded as the Cabot Manufacturing Co. succeeding the Warumbo Manufacturing Company.

1890

Maine Street is moved to provide for further expansion of the Mill.

1930

By the 1930's Cabot Mill employed over 1,100 workers in the textile manufacturing industry.

1950

The Mill is used for textile and shoe manufacturing and becomes the Verney Mill.

1986 - Current

The Mill was purchased by Waterfront Maine, and for the past 24 years it has undergone constant renovation.



[Home](#) | [On - Site Services](#) | [Prime Office Space](#) | [Retail Space](#) | [Incubator Space](#) | [Warehouse Space](#) | [Industrial Space](#) | [Self Storage Units](#) | [Available Space](#) | [Contact Us](#)

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1001 ANDROSS / UNKINPOINT FLAGPOLE
14 MAINE ST.
IN-HOUSE APPROVAL

VILLAGE REVIEW BOARD
APPLICATION FOR CERTIFICATE OF COMPLIANCE
APPLICATION CHECK-LIST

This checklist will be completed by the Department of Planning and Development. In order to ensure the timely processing of your application, please be sure that ALL materials are submitted. The process does not begin until your application is considered complete. For assistance please contact the Department of Planning and Development.

1. Completed application form.
2. A copy of the building survey prepared by the Pejepscot Historical Society pertaining to the structure under review and submitted by the applicant. on file
3. A drawing showing the design, texture, and location of any construction, alteration, demolition for which a certificate is required. The drawing shall include plans and exterior elevations drawn to scale, with sufficient detail to show their relations to exterior appearances and the architectural design of the building. Proposed materials and textures shall be described, including samples where appropriate. Drawings need not be prepared by an architect or engineer, but shall be clear, complete, and specific.
4. Photographs of the building(s) involved.
5. A site plan showing the relationship of proposed changes to walks, driveways, signs, lighting, landscaping and adjacent properties. n/a
6. A site plan which shows the relationship of the changes to its surroundings. n/a

This application was Certified as being complete on 6/26/00 (date) by PGC
of the Department of Planning and Development.

THIS APPLICATION WAS:

- Granted**
 Granted With Conditions
 Denied
 Forwarded to Village Review Board
 Building Permit Required
 Building Permit NOT Required

Applicable Comments: _____


Signature of Department Staff Reviewing Application

Now File:

VRB

VRB 00-016



OMNIPOINT COMMUNICATIONS
50 Vision Boulevard, East Providence, RI 02914
401-588-5600 Fax: 401-588-5658

03/30/00

Attn: Phil Carey, Planner
Town Hall
28 Federal Street
Brunswick, ME 04011-1581

Dear Mr. Carey:

As requested, here is a copy of the Village Review Board application. The proposed plan is to replace the existing flag pole, located on the roof top. We at Omnipoint feel this is a great alternative to building structures or mounting on existing towers. Although this type of installation will possibly double the cost of construction, we are sensitive to any visual changes in the Village District.

Omnipoint also plan to have another antenna located in Brunswick's telecommunications zone, on Tower Lane. This will provide excellent coverage for the citizens of Brunswick. These antennas will be used for wireless communications. PCS technology is the most advanced on the market, today. This allows both verbal and text messaging to be sent direct from and to your phone. This includes wireless Internet service, as well.

Company Information

Omnipoint Communications has been awarded a license by the Federal Communications Commission (FCC) to provide Personal Communications Services (PCS) throughout New England as well as many other parts of the country. The company's success in developing its wireless communications technology for the first digital PCS system at 1.9 GHZ during 1991 and 1992 was instrumental in the FCC awarding the company one of three Pioneer's Preference licenses issued for broadband PCS. Since that time, Omnipoint completed a successful public offering and now trades on the NASDAQ market.

Just as importantly, it has successfully brought its service to the consumer market and has developed a substantial existing customer base. To date, the company's extensive network development includes more than three hundred fifty (350) sites in the Greater Boston area with many more currently in development. The company's regional offices are located in Lowell, MA and East Providence, RI.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gregory Morton".

Gregory Morton
Site Acquisition Specialist

Received: 4/4/00
By: PJC

**VILLAGE REVIEW BOARD
CERTIFICATE OF APPROPRIATENESS
APPLICATION**

1. Project Applicant:

Name: OMNIPPOINT COMMUNICATIONS, MO OPERATIONS, LLC
Address: 50 VISION BLVD
EAST PROVIDENCE, RI 02914
Phone Number: (207) 415-5507
Attn: GREG MORTON

2. Project Property Owner:

Attn: Anthony Gatti
Name: WATER FRONT MAINE
Address: 14 MAINE STREET
BRUNSWICK, ME 04011
Phone Number: (207) 729-7970

3. Authorized Representative: (If Different Than Applicant)

Name: GREG MORTON
Address: 7 MARRINER CT
PEAKS ISLAND, ME 04108
Phone Number: (207) 415-5507

4. Physical Location of Property Being Affected:

FORT ANDROS MALL
Address: 14 MAINE ST.

5. Tax Assessor's Map # U14 Lot # 148 of subject property.

6. Underlying Zoning District TOWN CENTER/ GROWTH

7. Describe the Location and Nature of the Proposed Change, including a brief description of the proposed construction, reconstruction, alteration, demolition, proposed re-use, or other change.

(use separate sheet if necessary): THE CHANGE WILL BE TO THE
FLAG POLE ON TOP OF THE FORT ANDROS MALL. OMNIPPOINT
WILL REPLACE THE POLE WITH ONE SIMILAR.
THERE WILL BE ANTENNAS INSIDE OF THE
REPLACED POLE. EQUIPMENT WILL BE PLACED
ON A 5'x7' PAD ON THE ROOFTOP. FLAG POLE
WILL BE 20' TALL. THE ANTENNAS WILL BE FOR
PCS WIRELESS TECHNOLOGY.

Applicant's
Signature

 Agent for Omnipoint Communications, MO OPERATIONS, LLC



WELLMAN ASSOCIATES INCORPORATED

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Phil Carey	Michelle Schenck
COMPANY:	DATE:
TOWN OF BRUNSWICK	June 23, 2000
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
207 725 6663	1
PHONE NUMBER:	
RE:	
Proposed Omnipoint Facility, Andross Mall	

URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS:

Per your request, please be advised that the existing flagpole is the same as the height proposed, has cross bracing at the height of 4' and is approximately 6" in diameter tapering to approximately 4". Our experience in other locations leads us to believe the visual impact, despite the thicker pole, would be very minimal from a distance.

Please call with any further questions and accept my apology for the typo in the last fax the approximate diameter is six inches tapering to four inches.

Thank you,

Michelle Schenck
978-589-9870 Office
508-954-6767 Mobil

Anna Breinich

From: Reed, Robin K <robin.k.reed@maine.gov>
Sent: Thursday, April 07, 2016 4:55 PM
To: A&D Klumb Environmental, LLC (klumbenvironmental@klumbenv.com)
Cc: Anna Breinich
Subject: MHPC# 0346-16 Fort Andross Mil; 14 Main Street; proposed collocation project
Attachments: MHPC# 0346-16.pdf

MHPC# 0346-16 Fort Andross Mil; 14 Main Street; proposed collocation project

Audra:

In response to your recent request, our office has reviewed the information received March 8, 2016 to initiate consultation on the above referenced project pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended, and the FCC's Nationwide Programmatic Agreement.

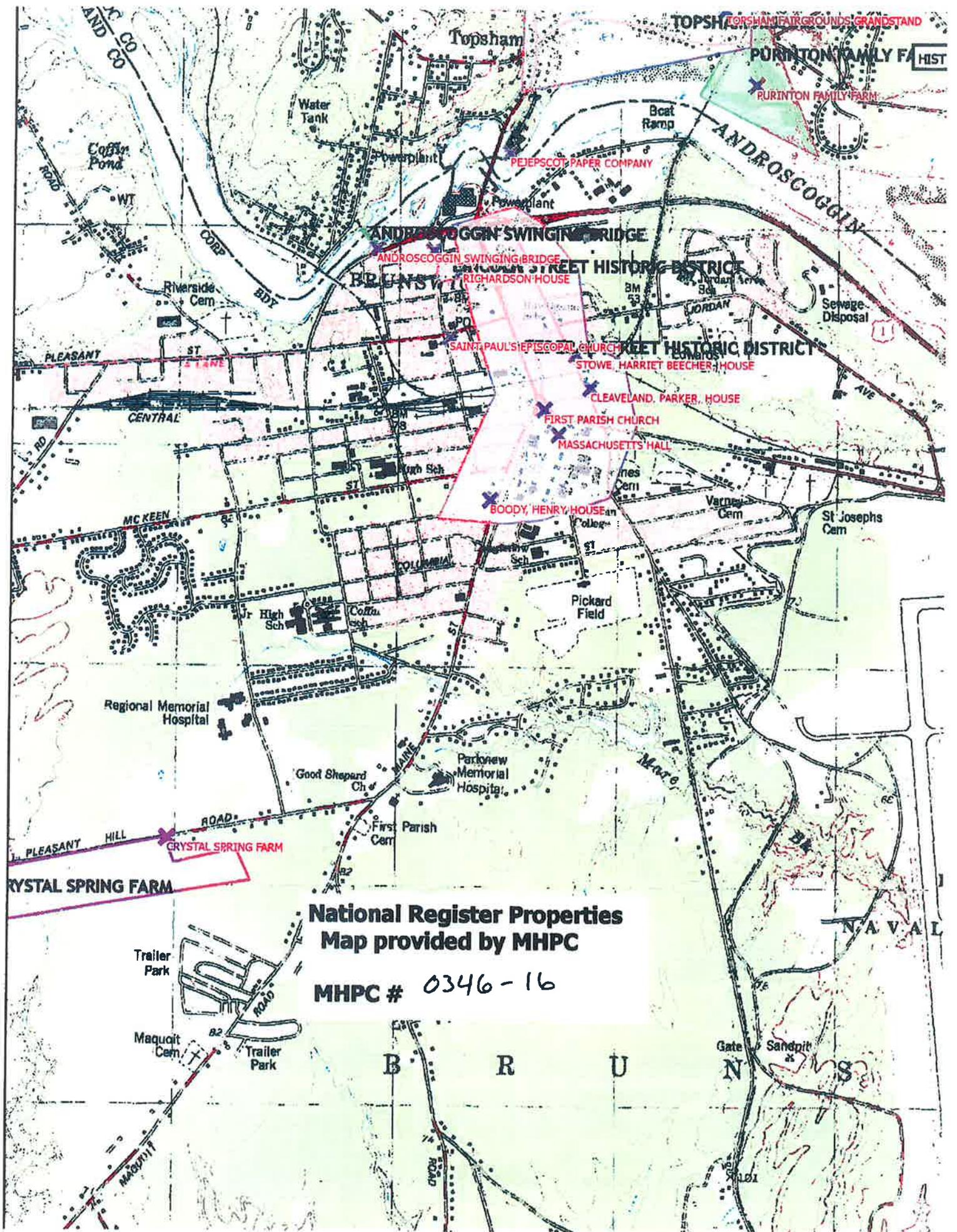
Regarding archaeological resources, survey does not appear necessary for this project.

Regarding architectural resources, there are multiple National Register listed and eligible historic properties within the presumed APE. See attached maps. The Cabot Mill is individually eligible for listing in the National Register of Historic Places. I have enclosed its architectural survey form. Please make an assessment of effects on these historic properties.

As you know, you are required to submit the appropriate FCC form to our office for review and comment before the commencement of any construction or other installation activities on this site.

We look forward to continuing consultation with you on this project

Robin K. Reed
Maine Historic Preservation Commission
55 Capitol Street
65 State House Station
Augusta, ME 04333
phone: 207-287-2132 ext. 1
fax: 207-287-2335
robin.k.reed@maine.gov
<http://www.maine.gov/mhpc>



**National Register Properties
Map provided by MHPC**

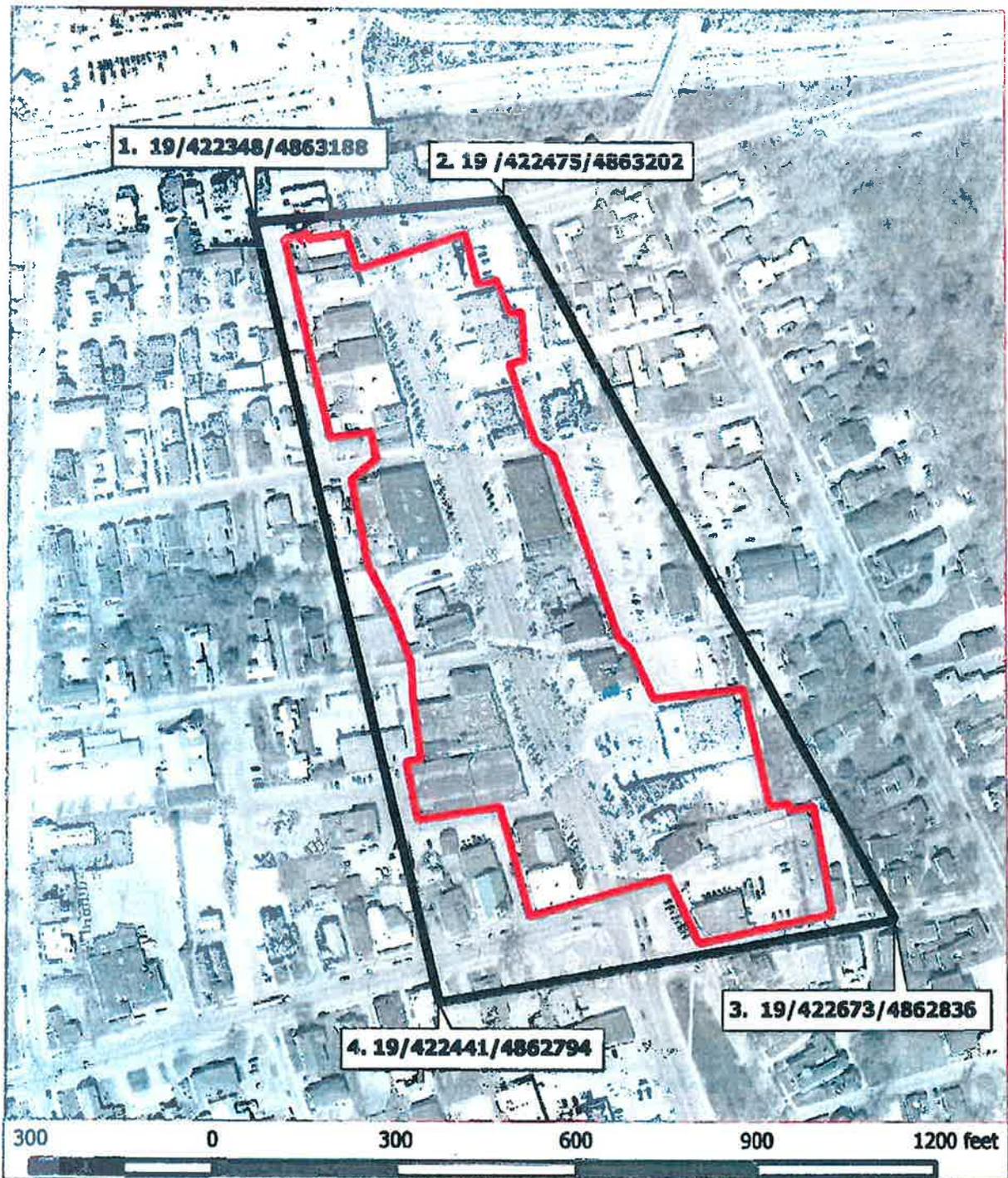
MHPC # 0346-16

BRUNSWICK COMMERCIAL HISTORIC DISTRICT

CUMBERLAND COUNTY, MAINE

Name of Property

County and State



Legend

— UTM Boundaries

— HD Boundary

BRUNSWICK COMMERCIAL HISTORIC DISTRICT
Cumberland County, Maine
UTM Boundary
26 June 2015



SURVEY MAP NO. 1

SURVEY NAME Brunswick, misc

SURVEY ID M15798

MHPC USE ONLY

[Empty box for inventory number]

INVENTORY NO.

**MAINE HISTORIC PRESERVATION COMMISSION
Historic Building/Structure Survey Form**

1. PROPERTY NAME (HISTORIC): Cabot Manufacturing Mill

2. PROPERTY NAME (OTHER): _____

3. STREET ADDRESS: Mill Street

4. TOWN: Brunswick 5. COUNTY: Cumberland

6. DATE RECORDED: 1/7/1992 7. SURVEYOR: Mitchell, Christi

8. OWNER NAME: _____ 9. ADDRESS: _____

10. PRIMARY USE (PRESENT):
- | | | | |
|---|---------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> SINGLE FAMILY | <input type="checkbox"/> AGRICULTURE | <input checked="" type="checkbox"/> COMMERCIAL/TRADE | <input type="checkbox"/> FUNERARY |
| <input type="checkbox"/> MULTI-FAMILY | <input type="checkbox"/> GOVERNMENTAL | <input type="checkbox"/> EDUCATION | <input type="checkbox"/> HEALTH CARE |
| <input type="checkbox"/> INDUSTRY | <input type="checkbox"/> RELIGIOUS | <input type="checkbox"/> HOTEL | <input type="checkbox"/> LANDSCAPE |
| <input type="checkbox"/> TRANSPORTATION | <input type="checkbox"/> DEFENSE | <input type="checkbox"/> SUMMER COTTAGE/CAMP | <input type="checkbox"/> SOCIAL |
| <input type="checkbox"/> RECREATION/CULTURE | <input type="checkbox"/> UNKNOWN | | |
| <input type="checkbox"/> OTHER _____ | | | |

11. CONDITION: GOOD FAIR POOR DESTROYED, DATE _____

ARCHITECTURAL DATA

12. PRIMARY STYLISTIC CATEGORY:
- | | | | |
|---|--|--|--|
| <input type="checkbox"/> GEORGIAN | <input type="checkbox"/> STICK STYLE | <input type="checkbox"/> 19 TH /20 TH C. REVIVAL | <input type="checkbox"/> MODERN/CONTEMPORARY |
| <input type="checkbox"/> FEDERAL | <input type="checkbox"/> QUEEN ANNE | <input type="checkbox"/> COMMERCIAL STYLE | <input type="checkbox"/> MINIMAL TRADITIONAL |
| <input type="checkbox"/> GREEK REVIVAL | <input type="checkbox"/> SHINGLE STYLE | <input type="checkbox"/> CRAFTSMAN | <input type="checkbox"/> RANCH |
| <input type="checkbox"/> GOTHIC REVIVAL | <input checked="" type="checkbox"/> ROMANESQUE | <input type="checkbox"/> ART DECO / MODERNE | <input type="checkbox"/> SPLIT LEVEL |
| <input type="checkbox"/> ITALIANATE | <input type="checkbox"/> NEO-CLASSICAL REV | <input type="checkbox"/> INTERNATIONAL | <input type="checkbox"/> VERNACULAR |
| <input type="checkbox"/> SECOND EMPIRE | <input type="checkbox"/> RENAISSANCE REV | <input type="checkbox"/> OTHER _____ | |

13. SECONDARY STYLISTIC CATEGORY:
- | | | | |
|---|--|--|--|
| <input type="checkbox"/> GEORGIAN | <input type="checkbox"/> STICK STYLE | <input type="checkbox"/> 19 TH /20 TH C. REVIVAL | <input type="checkbox"/> MODERN/CONTEMPORARY |
| <input type="checkbox"/> FEDERAL | <input type="checkbox"/> QUEEN ANNE | <input type="checkbox"/> COMMERCIAL STYLE | <input type="checkbox"/> MINIMAL TRADITIONAL |
| <input type="checkbox"/> GREEK REVIVAL | <input type="checkbox"/> SHINGLE STYLE | <input type="checkbox"/> CRAFTSMAN | <input type="checkbox"/> RANCH |
| <input type="checkbox"/> GOTHIC REVIVAL | <input type="checkbox"/> ROMANESQUE | <input type="checkbox"/> ART DECO / MODERNE | <input type="checkbox"/> SPLIT LEVEL |
| <input type="checkbox"/> ITALIANATE | <input type="checkbox"/> NEO-CLASSICAL REV | <input type="checkbox"/> INTERNATIONAL | <input type="checkbox"/> VERNACULAR |
| <input type="checkbox"/> SECOND EMPIRE | <input type="checkbox"/> RENAISSANCE REV | <input type="checkbox"/> OTHER _____ | |

14. HEIGHT: 1 STORY 1 1/2 STORY 2 STORY 2 1/2 STORY 3 STORY 4 STORY
 5 STORY OVER 5 (_____)

15. PRIMARY FACADE WIDTH (MAIN BLOCK; USE GROUND FLOOR):
 1 BAY 2 BAY 3 BAY 4 BAY 5 BAY MORE THAN 5 (30 _____)

16. APPENDAGES: SIDE ELL REAR ELL FRONT ADDED STORIES SHED
 DORMERS PORCH TOWER CUPOLA BAY WINDOW

PHOTOGRAPH:

17. PORCH:

ATTACHED ENGAGED ONE STORY MORE THAN ONE STORY
 FULL WIDTH WRAPAROUND SLEEPING PORCH SECONDARY PORCH

18. PLAN OR FORM

HALL AND PARLOR 1/2 CAPE CAPE CENTRAL HALL 2-STORY DOUBLE PILE
 SIDE HALL BACK HALL IRREGULAR FOURSQUARE BUNGALOW
 MOBILE HOME MODULAR OTHER Open plan

19. PRIMARY STRUCTURAL SYSTEM:

TIMBER FRAME BRACED FRAME BRICK STONE BALLOON FRAME
 CONCRETE STEEL LOG PLANK WALL PLATFORM FRAME
 FRAME CONSTRUCTION - TYPE UNKNOWN OTHER _____

20. CHIMNEY PLACEMENT:

INTERIOR INTERIOR FRONT/REAR CENTER INTERIOR END EXTERIOR
 OTHER _____

21. ROOF CONFIGURATION:

GABLE SIDE GABLE FRONT HIP MANSARD FLAT
 GAMBREL PARAPET GABLE SHED CROSS GABLE
 COMPOUND OTHER _____

22. ROOF MATERIAL: WOOD METAL TILE SLATE ASPHALT ASBESTOS

23. EXTERIOR WALL MATERIALS:

CLAPBOARD BRICK FLUSH SHEATHING WOOD SHINGLE STONE
 LOG PRESSED METAL CONCRETE STUCCO ASPHALT
 GRANITE ASBESTOS TERRA COTTA BOARD AND BATTEN ALUMINUM/VINYL
 OTHER _____

24. FOUNDATION MATERIAL:

FIELDSTONE BRICK WOOD CONCRETE GRANITE ORNAMENTAL CONC. BLOCK
 OTHER _____

25. OUTBUILDINGS/FEATURES:

CARRIAGE HOUSE FENCE OR WALL CEMETERY BARN (CONNECTED)
 BARN (DETACHED) FORMAL GARDEN LANDSCAPE/PLANT MAT ARCHAEOLOGICAL SITE
 GARAGE OTHER _____

HISTORICAL DATA

26. DOCUMENTED DATE OF CONSTRUCTION: 1891-92 27. ESTIMATED DATE OF CONSTRUCTION: _____

28. DATE MAJOR ADDITIONS/ALTERATIONS: 1896, 1909, c. 1920

29. ARCHITECT: Dunning and Campbell 30. CONTRACTOR: E.S. Heckes & Son

31. ORIGINAL OWNER: The Cabot Manufacturing Company

32. SUBSEQUENT SIGNIFICANT OWNER: _____ DATES: _____

33. CULTURAL/ETHNIC AFFILIATION:

ENGLISH FRENCH ACADIAN NATIVE AMERICAN SCOTTISH FRENCH CANADIAN
 EAST EUROPEAN IRISH OTHER _____

34. HISTORIC CONTEXT(S):

COMMERCE INDUSTRY TRANSPORTATION AGRICULTURE MILITARY
 RELIGION CIVIC AFFAIRS RECREATION HABITATION EDUCATION
 ART, LIT, SCIENCE SOCIAL

35. COMMENTS/SOURCES: Originally surveyed by Roger Reed. See continuation sheet for comments.

36. HISTORICAL DRAWINGS EXIST: YES NO 37. KIT HOUSE YES NO 38. PATTERN BOOK HOUSE YES NO

ENVIRONMENTAL DATA

39. SITE INTEGRITY: ORIGINAL MOVED DATE MOVED _____

40. SETTING: RURAL/UNDISTURBED RURAL/BUILT UP SMALL TOWN URBAN SUBURBAN

41. QUADRANGLE MAP USED: Brunswick

42. UTM NORTHING: 4863366.0838 43. UTM EASTING: 422323.4933

44. FACADE DIRECTION (CIRCLE ONE): N (S) E W NE NW SE SW

MHPC USE ONLY

DATE ENTERED IN INVENTORY: 2/22/2016 PHOTO FILE #: n/a

NR STATUS: L HD E NE ND REVIEWER KFM CAM 7/12/2010

DATA SOURCE: HPF CLG R&C STAFF STATE SURVEY OTHER _____ LEVEL OF SURVEY: R I

SURVEY MAP NO. 1

SURVEY NAME Brunswick, misc

SURVEY ID M15798

MHPC USE ONLY

INVENTORY NO.

MAINE HISTORIC PRESERVATION COMMISSION
Historic Building/Structure Survey Form
Continuation Sheet

PROPERTY NAME: Cabot Manufacturing Mill

TOWN: Brunswick COUNTY: Cumberland

SURVEYOR: Mitchell, Christi DATE: _____

DATA FIELD # (From Survey Form): 0

A stone woolen mill on this site, built in the 1830s and enlarged in the late 1860s was acquired by the Cabot Manufacturing Company in 1857. In October, 1891, the Brunswick firm of Dunning and Campbell, architects and engineers, were hired to prepare plans for a new mill "on the Lockwood plan" (Brunswick telegram 10/2/1890.)

Construction of the main section of the mill occupied much of 1891 and 1892 as the old mill was kept in operation until each section was displaced by portions of the new mill. One wing from the old mill, dating from 1865-66 was retained and is still standing.

Additions continued to be made over the next three decades. For a description of the completed first section of the mill see Lewiston Evening Journal, December 7, 1891. Information for the first mill can be found in Wheeler's History of Brunswick. The 1865 addition is documented in the Brunswick Telegraph December 15, 1865, p.2. The following Industrial Journal items also provide documentation: March 18, 1892, p. 3; Sept. 2, 1892, p.4; October 18, 1892, p. 1; April 11, 1893, p. 1; Jan. 25, 1895, p. 5; Dec 4, 1896, p. 8; Sept. 1909, p. 31.

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A & D Klumb Environmental, LLC

March 2, 2016

Jeffrey Hutchinson – Code Enforcement Officer
Dept of Planning and Development
Brunswick Town Hall
85 Union Street
Brunswick, ME 04011

RE: Proposed Telecommunications Project, Fort Andross Mill, Bruswick, ME

To Inspections Division;

A & D Klumb Environmental, LLC is conducting a Section 106 for the above referenced project at the request of our telecommunications client. The proposed project will be located on the rooftop of the existing Fort Andross Mill Building located at 14 Maine Street, Brunswick, Cumberland County, ME. The project will involve installing antennas onto a pipe mount frame to be located on the rooftop of the building along with an equipment cabinet to be installed on the rooftop as well. The Latitude/Longitude of the site location is: 43° 55' 09"N/69° 58' 04"W and is shown on the attached map.

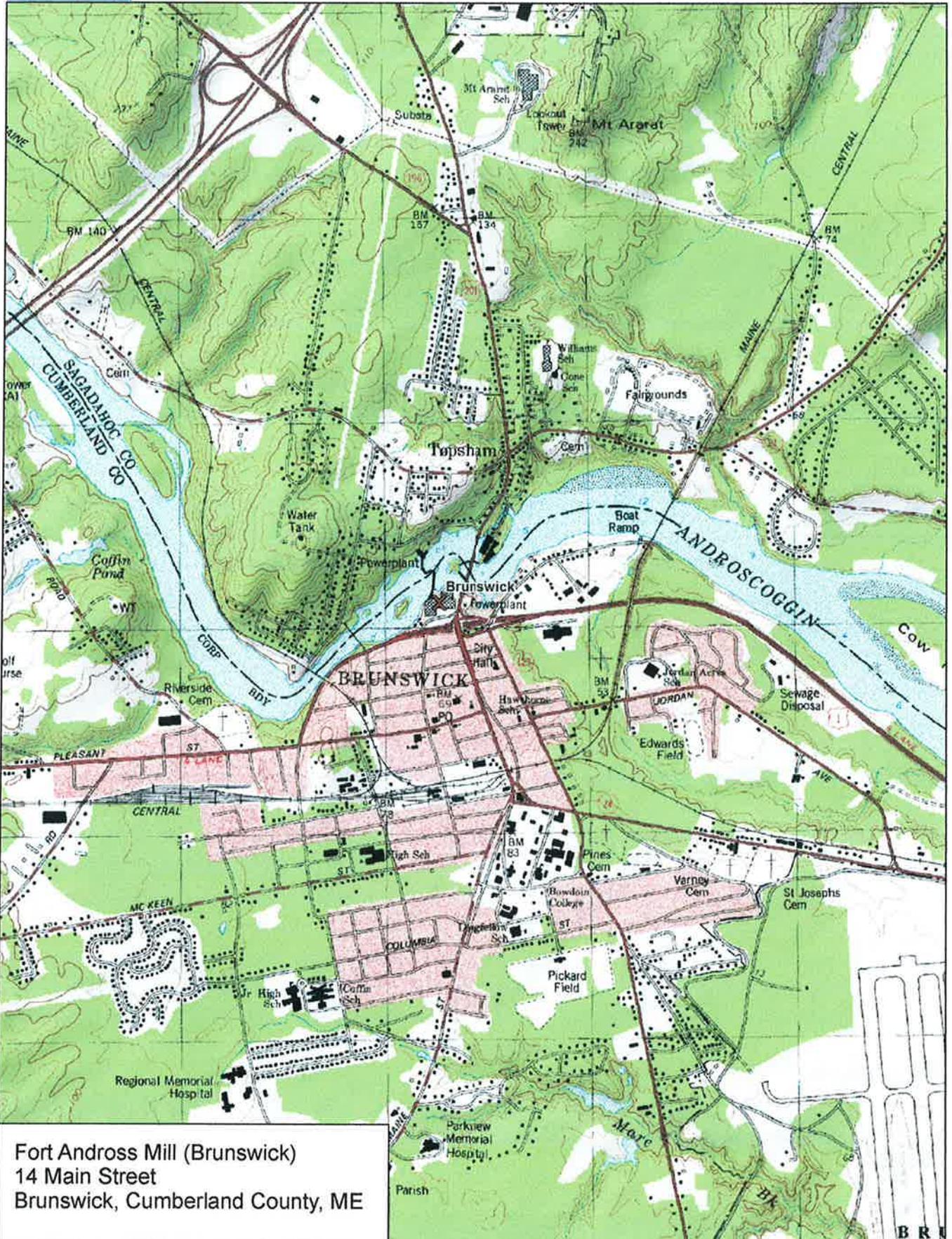
The ME Historic Preservation Commission and the FCC require that the municipality and any local Historical Commission be notified of this project. ADKE have been retained to determine whether the proposed undertaking will adversely impact properties of historical significance (properties listed or eligible for the National Register of Historic Places). Our findings will be submitted in a report to the ME Historic Preservation Commission upon the completion of the research.

If you have any questions regarding this project please do not hesitate to contact us at the number or address below.

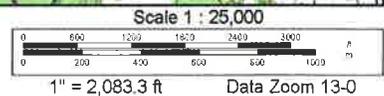
Sincerely,

A handwritten signature in cursive script that reads "Sarah Cate". The ink is dark and the signature is fluid and legible.

Sarah Cate
Associate Project Manager



Fort Andross Mill (Brunswick)
 14 Main Street
 Brunswick, Cumberland County, ME





Draft Findings of Fact
26 Cumberland Street (former Skolfield House)
Request for Certificate of Appropriateness for Structural Alterations and New Construction
Village Review Board
Review Date: May 24, 2016

Project Name: The McLellan
Case Number: VRB -16-019
Tax Map: Map U14, Lot 63
Applicant: Amy McLellan
75 Union Street
Brunswick, ME 04011
207-671-9033
Property Owner: SHMAR, LLC
Mitchell A. Rousseau
11 Bank Street
Brunswick, ME 04011
207-725-4071

PROJECT SUMMARY

The applicant is requesting a Certificate of Appropriateness to make structural alterations to the former Skolfield House (a nursing care facility) and construct a 10-bay garage over a portion of the existing parking lot at 26 Cumberland Street. The building, to be renamed The McLellan, will be reused as five apartments and 13 senior living units. The property is located in the Town-Residential 1 (TR1) Zoning District and the Village Review Overlay Zone. The structure is not considered to be a contributing resource to the Village Review Overlay District.

Alterations include adding exterior elements to create a more residential look rather than the existing institutional appearance of the structure, including additional windows and patio doors, shutters, window boxes, brass lighting fixtures and new main entryway. As noted on the plan, in the future the Union Street facing entryway will be altered to be consistent with those present on the Stetson Block building directly across Union Street. Photos of existing conditions, replacement designs and detail sheets are provided in the application packet.

The following draft Findings of Fact for a Certificate of Appropriateness is based upon review standards as stated in Section 216.9 of the Brunswick Zoning Ordinance.

216.9 Review Standards

A. General Standard.

- 1. All Certificates of Appropriateness for new construction, additions, alterations, relocations or demolition shall be in accordance with applicable requirements of this Ordinance. In meeting the standards of this Ordinance the applicant may obtain additional guidance from the U.S. Secretary of Interior's Standards for Rehabilitating Historic Buildings and the Village Review Zone Design Guidelines.** *Per the submitted application, the proposed renovations are consistent with the Village Review Zone Design Guidelines and are attempting to add architectural elements and detailing to this existing noncontributing resource consistent with the neighborhood character. In addition, the design and detailing of the proposed 10-bay garage is consistent with the Village Review Zone Design Guidelines. Detail sheets have been provided for all proposed lighting fixtures. Other materials and renovations are noted on the attached building elevations and/or shown through photos of similar examples.*

B. New Construction, Additions and Alterations to Existing Structures.

1. In approving applications for a Certificate of Appropriateness for new construction, additions or alterations to contributing resources, the reviewing entity shall make findings that the following standards have been satisfied:
 - a. Any additions or alterations shall be designed in a manner to minimize the overall effect on the historic integrity of the contributing resource. *The structure is a noncontributing resource. The proposed renovations appear to be designed to improve the structure compatibility with nearby contributing resources, "softening the institutional look of the building through color, adding shutters and new window openings, first floor patios with sliding glass doors. Additional alterations of the Union Street entryway are proposed as future improvements and the style is reflective of those present on the Stetson Block immediately across Union Street.*
 - b. Alterations shall remain visually compatible with the existing streetscape. *As stated above, the alterations to the noncontributing resource will improve compatibility to those contributing resources surrounding it.*
 - c. Concealing of distinctive historic or architectural character-defining features is prohibited. If needed, the applicant may replace any significant features with in-kind replacement and/or accurate reproductions. *Presently, there are no distinctive historic and architectural character-defining features.*
 - d. New construction or additions shall be visually compatible with existing mass, scale and materials of the surrounding contributing resources. *The proposed 10-bay garage will be built over the existing 10 parking spaces located on the lot. As designed, the garage will be constructed with similar materials used within the neighborhood and is architecturally compatible with surrounding contributing resources.*
 - e. When constructing additions, the applicant shall maintain the structural integrity of existing structures. *No additions are proposed.*
 - f. For new construction of or additions to commercial, multi-family and other non-residential uses the following additional standards shall apply:
 - 1) Parking lots shall be prohibited in side and front yards, except if the application involves the renovation of existing structures where such a configuration currently exists. In cases where such parking configurations exist, the parking area shall be screened from the public right-of-way with landscaping or fencing. *The main existing parking lot will remain to the rear of the structure, with entry from Cumberland Street. A new 10-bay garage will be constructed over 10 of the 16 parking spaces. In addition, the existing 2-parking space area in front of the structure will be reduced to one parking space to serve an ADA-accessible unit. It is suggested that additional landscaping be provided between the rear parking lot and sidewalk along Cumberland Street.*
 - 2) Site plans shall identify pedestrian ways and connections from parking areas to public rights-of-way. *Pedestrian connections between the parking lot and building are indicated on the site plan.*
 - 3) All dumpsters and mechanical equipment shall be located no less than 25 feet away from a public right-of-way and shall be screened from public view. *The dumpster location will be moved to the north side of the structure instead of previous location on Union Street sidewalk, and shall be visually screened.*
 - 4) Roof-top-mounted heating, ventilation, air conditioning and energy producing equipment shall be screened from the view of any public right-of-way or incorporated into the structural design to the extent that either method does not impede functionality. Parapets, projecting cornices, awnings or decorative roof hangs are encouraged. Flat roofs without cornices are prohibited. *None proposed at this time.*
 - 5) Building Materials:
 - a) The use of cinder-block, concrete and concrete block is prohibited on any portion of a structure that is visible from the building's exterior, with the

exception of use in the building's foundation. *None proposed.*

- b) **The use of vinyl, aluminum or other non-wood siding is permitted as illustrated in the Village Review Board Design Guidelines. Asphalt and asbestos siding are prohibited. *Wood clapboard siding will be used on the 10-bay garage.***
- c) **Buildings with advertising icon images built into their design ("trademark buildings") are prohibited. *Not applicable.***
- 6) **No building on Maine Street shall have a horizontal expanse of more than 40 feet without a pedestrian entry. *Not applicable.***
- 7) **No building on Maine Street shall have more than 15 feet horizontally of windowless wall. *Not applicable.***
- 8) **All new buildings and additions on Maine Street:**
 - a) **Must be built to the front property line. This may be waived if at least 60% of the building's front facade is on the property line, and the area in front of the setback is developed as a pedestrian space.**
 - b) **If adding more than 50% new floor area to a structure, the addition shall be at least two stories high and not less than 20 feet tall at the front property line.**
 - c) **The first floor facade of any portion of a building that is visible from Maine Street shall include a minimum of 50% glass. Upper floors shall have a higher percentage of solid wall, between 15% and 40% glass. *Subsections a., b. and c. above are not applicable.***
- 9) **Proposed additions or alterations to noncontributing resources shall be designed to enhance or improve the structure's compatibility with nearby contributing resources as compared to the existing noncontributing resources. *As stated previously, alterations shall improve compatibility with nearby contributing resources.***

C. Signs

Signs shall comply with the requirements of Chapter 6 (Sign Regulations) with consideration given to the Village Review Zone Design Guidelines. *Signs will be separately reviewed by staff for conformance with Chapter 6 (Sign Regulations) of the Brunswick Zoning Ordinance.*

Draft Motions
26 Cumberland Street (former Skolfield House)
Request for Certificate of Appropriateness for Structural Alterations and New Construction
Village Review Board
Review Date: May 24, 2016

Motion 1: That the Certificate of Appropriateness application is deemed complete.

Motion 2: That the Board approves the Certificate of Appropriateness for proposed structural alterations, the construction of a 10-bay garage and other site improvements with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification, shall require further review and approval in accordance with the Brunswick Zoning Ordinance.

Received: 5/2/16
By: AS

VRB Case #: 16-019

**VILLAGE REVIEW BOARD
CERTIFICATE OF APPROPRIATENESS
APPLICATION**

1. Project Applicant:

Name: Amy McKellan
Address: 75 Union Street
Brunswick, ME 04011
Phone Number: 207-671-9033

2. Project Property Owner:

Name: Mitch Rousseau
Address: 11 Bank St
Brunswick ME 04011
Phone Number: 207-425-4071

3. Authorized Representative: (If Different Than Applicant)

Name: _____
Address: _____
Phone Number: _____

4. Physical Location of Property Being Affected:

Address: 26 Cumberland St

5. Tax Assessor's Map # 414 Lot # 63 of subject property.

6. Underlying Zoning District TR-1

7. Describe the Location and Nature of the Proposed Change, including a brief description of the proposed construction, reconstruction, alteration, demolition, proposed re-use, or other change. (use separate sheet if necessary): please see attached sheet

Applicant's
Signature

Amy M McKellan

Village Review Board
Certificate of Appropriateness Application

#7. Describe the Location and Nature of the Proposed Change

Project:

26 Cumberland Street was previously a 49 Bed Level IV Residential Care Facility. The proposed project, The McLellan, will entail renovating the interior of the building to 18 independent senior living home apartments with age-in-place services and adding exterior components to the building to soften the industrial nature of the building into a more residential and neighborhood appealing building.

Proposed additions to the building:

- Deep Forest Green Shutters
- Deep Forest Green Window Boxes that will alternate between windows
- Union St wooden facade to soften the brick building and to complement the Stetson building features across the street
- Green cornice on top of the building, simple style to match the garages. We may just paint the metal rim up there already dark forest green to pull the building together as one.
- 6 Patio Doors
- 4 windows
- Porte cochere
- Changing the 3 lamp posts to wooden, but leaving them in place
- Exterior Heritage Lanterns Globe Style lighting for posts and 4 wall mounted exterior Brass Globe Style Lanterns
- Wrought iron handrail going up stairs from sidewalk
- White Fences around patios
- Painting existing fence white
- 10 bay garage with individual garage doors
- Paving the driveway
- Signage: Wooden dark forest green with gold leaf lettering.
 - Cumberland Street: 10-12 foot. The McLellan
 - Above both entrance doors: Union Street and Cumberland Street. Small 3 ft x 10 inches. The McLellan and below the name: EST 2016

**VILLAGE REVIEW BOARD
APPLICATION FOR CERTIFICATE OF COMPLIANCE
APPLICATION CHECK-LIST**

This checklist will be completed by the Department of Planning and Development. In order to ensure the timely processing of your application, please be sure that ALL materials are submitted. The process does not begin until your application is considered complete. For assistance please contact the Department of Planning and Development.

1. Completed application form.
2. A copy of the building survey prepared by the Pejepscot Historical Society pertaining to the structure under review and submitted by the applicant. None available
3. A drawing showing the design, texture, and location of any construction, alteration, demolition for which a certificate is required. The drawing shall include plans and exterior elevations drawn to scale, with sufficient detail to show their relations to exterior appearances and the architectural design of the building. Proposed materials and textures shall be described, including samples where appropriate. Drawings need not be prepared by an architect or engineer, but shall be clear, complete, and specific.
4. Photographs of the building(s) involved.
5. A site plan showing the relationship of proposed changes to walks, driveways, signs, lighting, landscaping and adjacent properties.
6. A site plan which shows the relationship of the changes to its surroundings.

This application was Certified as being complete on 5/9/16 (date) by AMB of the Department of Planning and Development.

THIS APPLICATION WAS:

- Granted**
- Granted With Conditions**
- Denied**
- Forwarded to Village Review Board**
- Building Permit Required**
- Building Permit NOT Required**

Applicable Comments: _____

Anna M. Greinich
Signature of Department Staff Reviewing Application

COMPLIANCE WITH ZONING STANDARDS

Notice: This form is to be completed by the Codes Enforcement Officer and filed with the application.

This is to certify that the application for Certificate of Appropriateness submitted by Amy McLellan, relating to property designated on Assessors Tax Map # U14 as Lot # 63 has been reviewed by the Codes Enforcement Officer and has been found to be in compliance with all applicable zoning standards:

Comments: Building Permit where applicable

Signed: 
Date: 5/20/16

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Amy McLellan, whose mailing address is 75 Union Street, Brunswick, ME 04011 (hereinafter called "Purchaser"), this 12th day of January, 2016, the sum of [redacted] Dollars (\$ [redacted]) as earnest money deposit toward purchase and sale of certain real estate owned by SHMAR LLC, Mitchell A. Rousseau (hereinafter called the "Seller") and located at 26 Cumberland Street in the city/town of Brunswick, County of Cumberland, State of Maine, described as follows: three-story, elevated 17,100+/- square foot brick building on a 0.56 acre lot at the corner of Cumberland and Union Streets. Property includes 21+ paved parkings spaces and a commercial kitchen and laundry area. and being more fully described at said County Registry of Deeds in Book 25725, Page 220, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): All furniture, kitchen equipment, and laundry appliances on site as of January 5, 2015.

2. PURCHASE PRICE: The total Purchase Price is [redacted] Dollars (\$ [redacted]), with payment made as follows:

Earnest money to be delivered on or before 01/15/2016: \$ [redacted]
Other: None
Other: None
Balance due at closing, in immediately-available funds: \$ [redacted]

3. EARNEST MONEY/ACCEPTANCE: Insights Real Estate LLC ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until January 19, 2016 at 5 ([] AM [X] PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 60 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 06/01/16 (the "Closing Date") to Purchaser by Maine Statutory Short-Form Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. PRORATIONS: The following items shall be prorated as of the Closing Date:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel.
 - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
 - f. None
10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 97 days of the Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract ~~complete copies of all Leases, including any amendments,~~ and income and expense information concerning the property. Purchaser shall have 15 days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within N/A days from delivery of forms therefor. Purchaser shall also on a rolling basis have N/A days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: N/A

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Ninety (90) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 90.000 % of the purchase price at an initial interest rate not to exceed 9.000 % per annum, amortized over a period of not less than Twenty (20) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Five (5) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.
13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that N/A ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. N/A ("Selling Agent") is acting as a N/A agent in this transaction and is representing Amy McLellan, DBA McLellan and that Peter H. Piccirillo ("Listing Agent") is acting as a sellers agent in this transaction and is representing SHMAR LLC/ Mitchell A. Rousseau (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").
14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.
15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
20. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
23. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes No .
24. OTHER PROVISIONS:
Automatic generator, commercial washers and dryer and other laundry equipment will be conveyed to buyer.
Itemized list of personal property to be conveyed as stated in Addendum attached
"Days" in this contract means business days unless otherwise noted

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Amy McLellan, ----
 Legal Name of Purchaser

 Tax ID #

By: 
 Signature

Amy McLellan
 Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 19th day of January, 2016.

SHMAR LLC, Mitchell A. Rousseau
 Legal Name of Seller

 Tax ID #

Mitchell A. Rousseau

By: M A Rousseau
Signature

Name/Title, thereunto duly authorized

Insights Real Estate LLC
Legal Name of Escrow Agent

Peter H. Piccirillo
Name/Title, thereunto duly authorized

By: [Signature]
Signature

EFFECTIVE DATE OF THIS CONTRACT: January 19, 2016 .

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INVENTORY		As of January 5, 2016
26 CUMBERLAND ST		
Beds		26
Mattresses		19
Bedside Bureau		32
Wardrobes		32
Curtains		<i>resident rooms + common areas</i>
KITCHEN EQUIPMENT		
Vulcan Stove		1
Steam Table		1
Dishwasher		1
Ice Machine		1
9 Ft Stainless Steel Table		1
5 ft Stainless Steel Table		1
3 Ft Stainless Steel Table		2
BREAKROOM		
Table		1
Chairs		5
Refridgerator		1
DIETARY OFFICE		
Desk		1
Bookcase (4) shelves		1
2 Drawer File Cabinet		1
CONFERENCE ROOM		
Microwave		1
Small Refridgerator		1
LAUNDRY ROOM		
Commercial Dryers		2
Commercial Washers		1
Household Washer		1
MISC ITEMS		
Refridgerators		3
Microwaves		3
Lamps/Resident Rooms		32
Trash cans		50/75
Table and Chairs (6) set		1
Maple Tables		6
Maple Chairs		10
Pictures		8
Misc Linen		<i>6 bins of misc linens</i>
Snow-Blower		1

Buyer's Initials A.M.

Seller's Initials MR/R

- LEGEND**
- MONUMENT FOUND
 - IRON MARKER FOUND
 - 5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
 - BOUNDARY LINE OF SURVEYED PARCEL
 - - - BOUNDARY LINE OF ABUTTERS (APPROX.)
 - - - ROAD RIGHT OF WAY LINE (APPROX.)
 - - - COMPUTATIONAL TIE LINE
 - STONE WALL (APPROX.)
 - EDGE OF TRAVELED WAY
 - UTILITY LINE
 - /CMP 13 UTILITY POLE WITH NUMBER
 - IPF IRON PIPE FOUND
 - IRF IRON ROD FOUND
 - DH DRILL HOLE
 - △ 4 ARBITRARY TRAVERSE POINT WITH NUMBER
 - 12, 1001 ARBITRARY COMPUTATIONAL POINT NUMBER
 - BK 10674, PG 197 DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 - PB 195, PG 130 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 - R/W RIGHT OF WAY
 - N/F NOW OR FORMERLY HELD BY
 - AC. ACRES
 - ± MORE OR LESS
 - SEWER MANHOLE
 - LIGHT POLE
 - CATCH BASIN
 - WATER SHUT OFF
 - HYDRANT
 - SIGN
 - WATER VALVE
 - ELEVATION TEMPORARY BENCH MARK
 - EXISTING TO BE REMOVED
 - PROPOSED AREA
 - PERMEABLE PAVER

N/F
ROBERT J & BRENDA T.
PIAMPANO
MAP U14 LOT 45
BK. 29582 PG. 326

N/F
DELCRAFT MAINE LLC
MAP U14 LOT 44
BK. 29297 PG. 119

N/F
ROBERT L & DALLAS L
SMITH
MAP U14 LOT 63A
BK. 3296 PG. 116

N/F
SHIMAR LLC
C/O MITCHELL A ROUSSEAU
MAP U14 LOT 63
BK. 25725 PG. 220



LOCATION MAP
SCALE: 1" = 500'

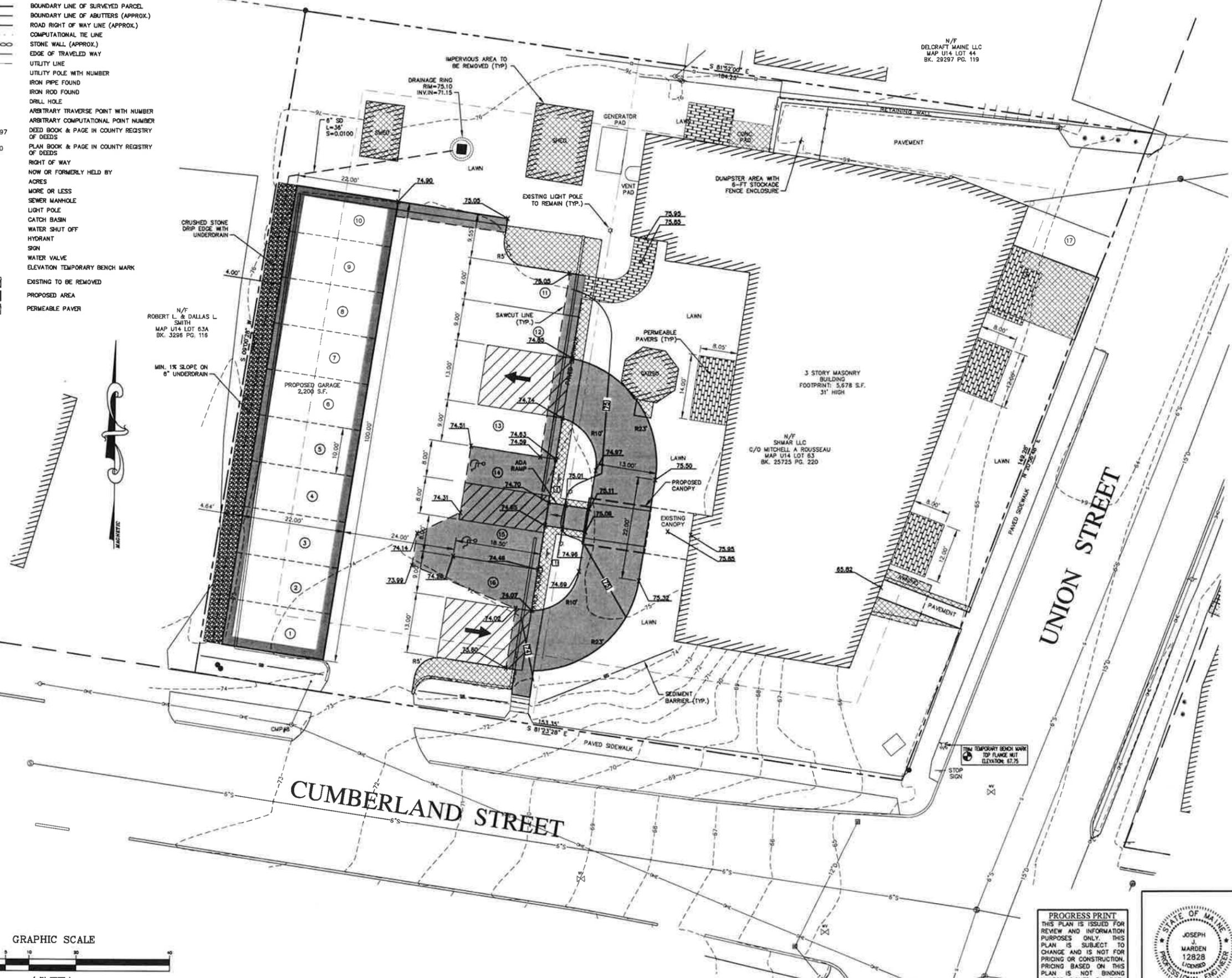
NOTES:

1. TITLE REFERENCE FOR SURVEYED PARCEL:
BK. 25725 PG. 220
2. PLAN REFERENCE(S):
A) "BOUNDARY SURVEY OF BRUNSWICK MANOR INC.", DATED OCT. 25, 1982, BY JOHN T. MAW, RLS #1225, RECORDED IN PB 135, PG 79.
3. AREA INFORMATION:
24,474 S.F. OR 0.56 ACRES
4. TAX MAP REFERENCE:
TAX MAP U14, LOT 63
5. BASIS OF BEARINGS:
BEARINGS ARE MAGNETIC (1982) AND ARE BASED ON HAND COMPASS BEARINGS ALONG RANDOM TRAVERSE LINES.
6. ROAD INFORMATION:
DEFINITION OF CUMBERLAND STREET IN TOWN ROAD RECORDS VOL. 5, PG. 32 AND DEFINITION OF UNION STREET IN TOWN ROAD RECORDS VOL. 4, PG. 46.
7. TOPOGRAPHIC DATUM:
REFER TO BENCHMARK ON PLAN.
8. ZONING:
PARCEL IS LOCATED WITHIN THE VILLAGE REVIEW ZONE (VRZ)
INNER PLEASANT STREET NEIGHBORHOOD (TRI):
MIN. LOT SIZE - 7,500
MAX. DENSITY - 10 UNITS/ACRE
MIN. LOT WIDTH - 65 FEET
MIN. FRONT YARD - 15 FEET
MIN. REAR YARD - 15 FEET
MIN. SIDE YARD - 15 FEET
MAX. IMP. SURFACE - 50%
MAX. BUILDING HEIGHT - 35 FEET
MAX. BUILDING FOOTPRINT/STRUCTURE - 7,500 S.F.
9. IMPERVIOUS CALCULATION:
EXISTING LOT AREA: 24,474 S.F. OR 0.56 ACRES
EXISTING IMPERVIOUS TOTAL: 14,817 S.F. (0.34 ACRES) 60.5%
PROPOSED PERMEABLE PAVER: 597 S.F. X .25 = 149 S.F.
PROPOSED IMPERVIOUS: 14,627 S.F.
PROPOSED IMPERVIOUS TOTAL: 14,776 S.F. (0.34 ACRES) 60.4%
NET IMPACT: -41 S.F.



CALL DIG SAFE UTILITY LOCATION
1-888-344-7233

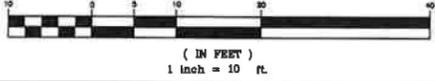
STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES



SIGN LEGEND:



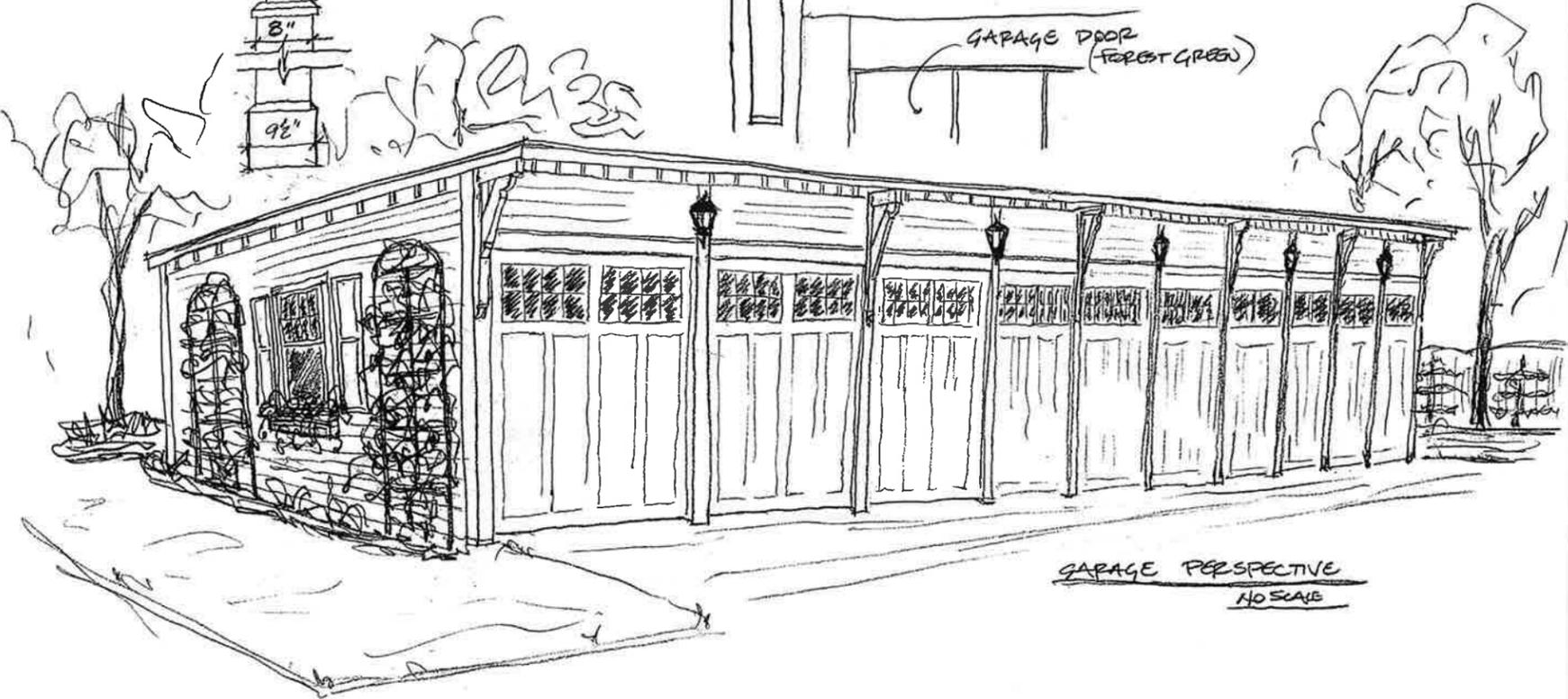
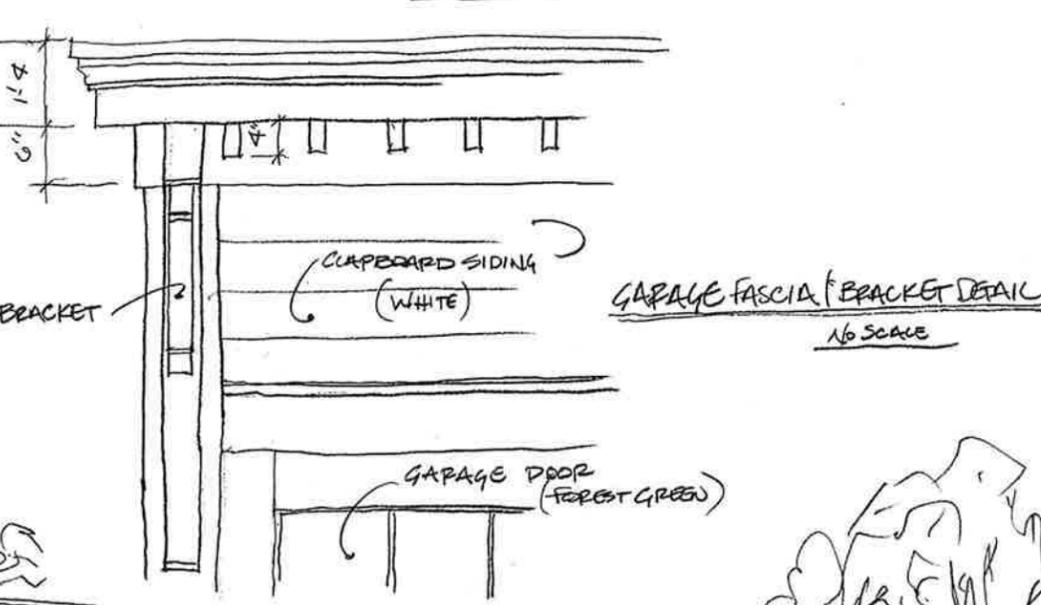
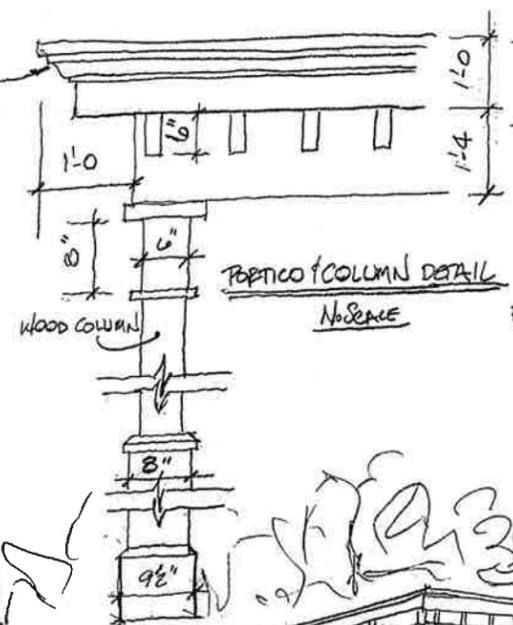
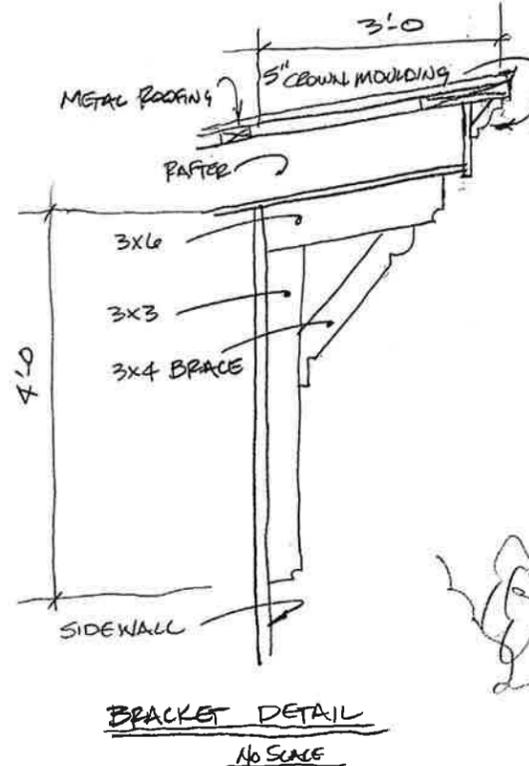
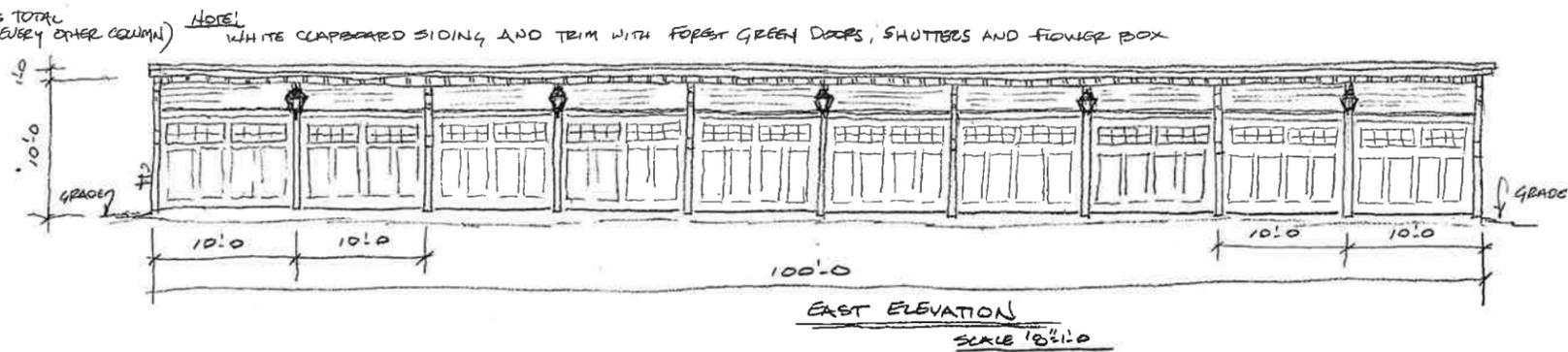
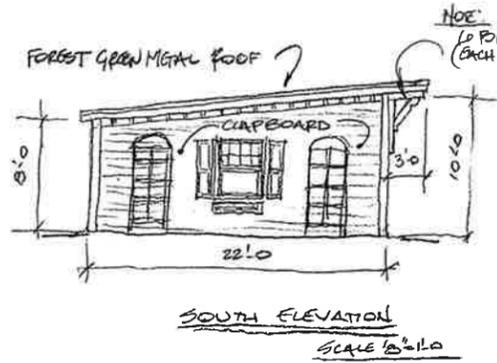
GRAPHIC SCALE



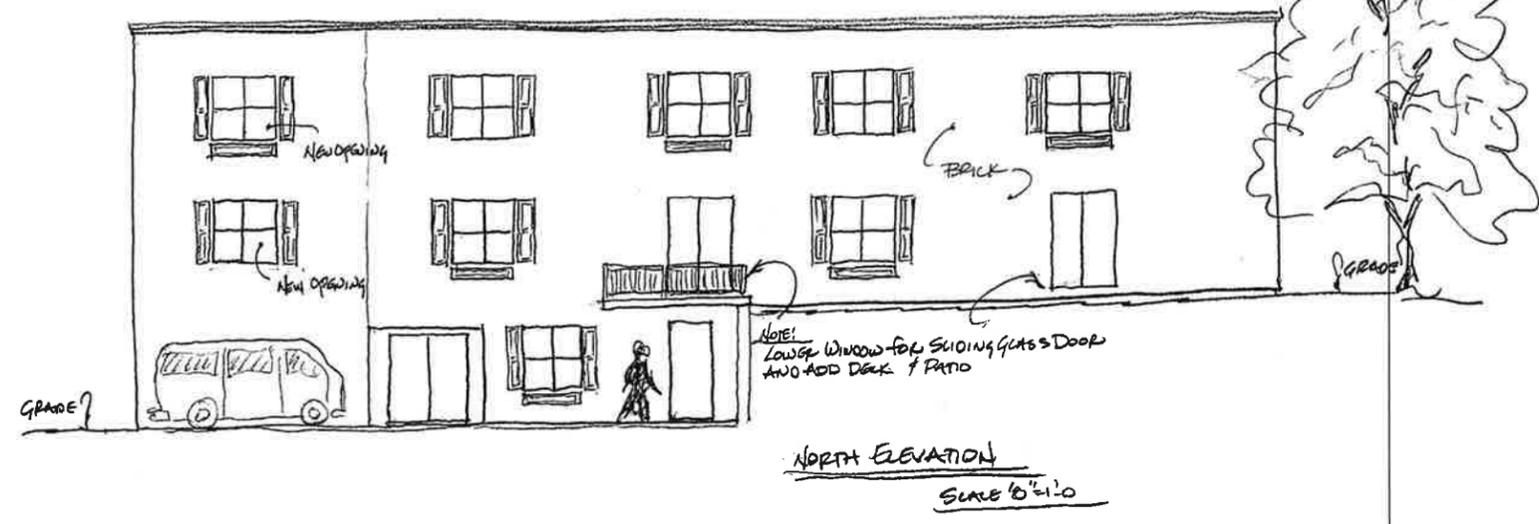
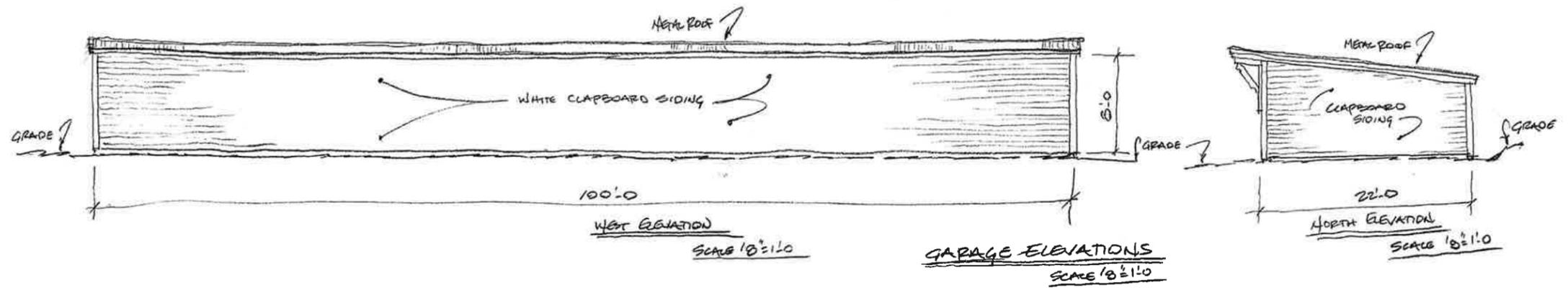
PROGRESS PRINT
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.



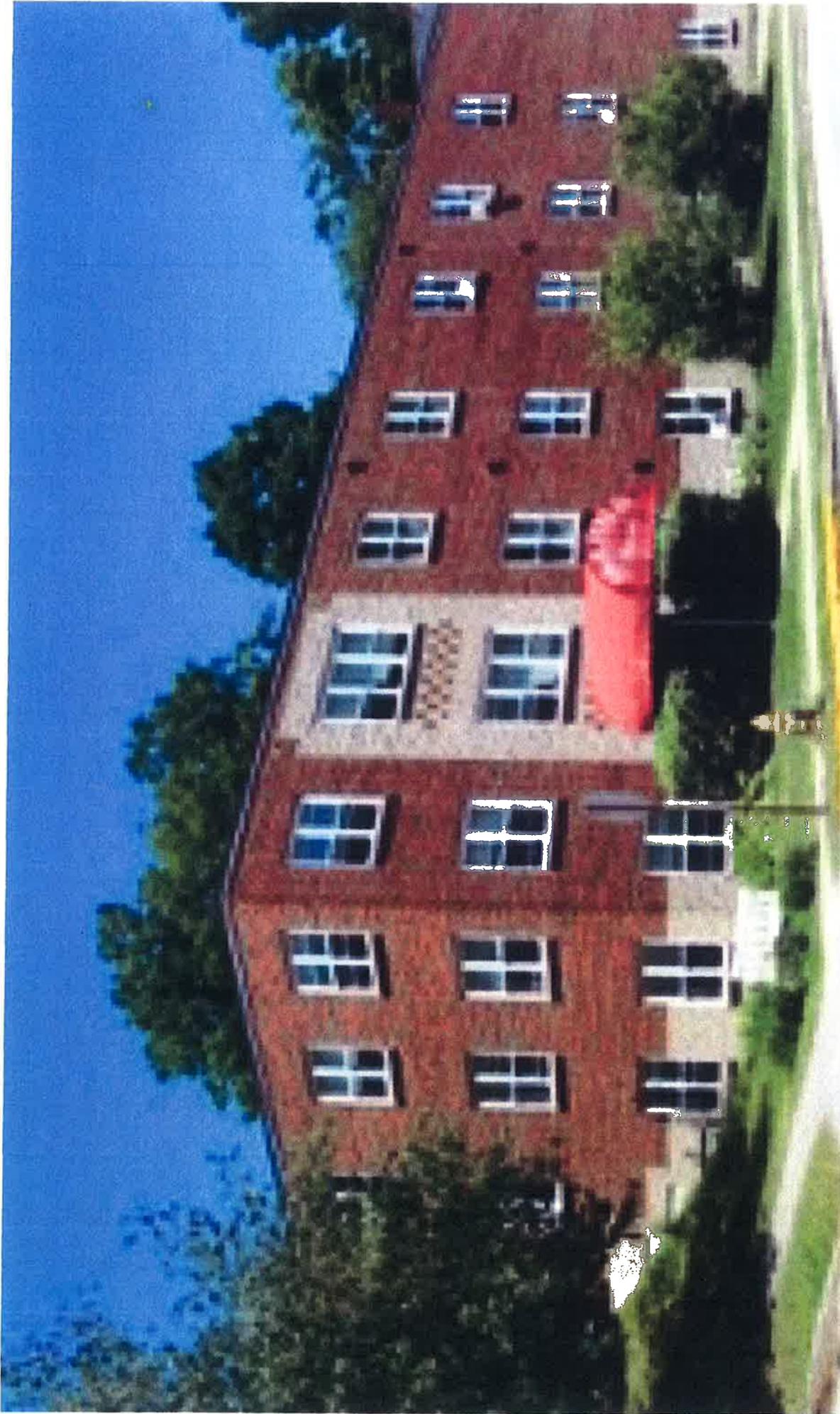
SITE DEVELOPMENT PLAN	
26 CUMBERLAND STREET BRUNSWICK, MAINE	
PREPARED FOR: MCLELLAN NURSING ENTERPRISES	
SITELINES, PA ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS 8 CUMBERLAND STREET, BRUNSWICK, ME 04011 207.725.1200 www.sitelinespa.com	
FIELD WK:	SCALE: 1" = 10'
DRN BY: RPL	JOB #: 3072
CHD BY: KPC	MAP/LOT: U14/63
DATE: 04-15-16	FILE: 3072-SITE
SHEET: 1	



Revisions	
Date	4-22-16
Scale	As Noted
Job No.	
Project No.	
Drawn By	RHC
Checked By	
<p>321 River Road Orrington, ME 04474 p: 207-745-7748 f: 207-825-4861 dickcampbellinc@yahoo.com</p> <p>Campbell Design / Build Contractor www.JCGreenMaine.com</p>	
Client/Project	THE McLELLAN
Location	26 CUMBERLAND ST - BRUNSWICK
	PROPOSED GARAGE ELEV/DETAILS
<p>Green SAVE ENERGY · BUILD GREEN</p>	
Sheet No.	2 OF 3



Revisions	Scale	Date	Job No.	Project No.
	AS NOTED	5-10-16		
	Drawn By			
	PKC			
	Checked By			
<p>321 River Road Ortington, ME 04474 p: 207-745-7748 f: 207-825-4861 clickcampbell@yahooc.com</p> <p>Campbell Dick Campbell, LLC Design / Build Contractor www.DCGreenMaine.com</p>				
Client/Project	THE MCLELLAN			
Location	26 CUMBERLAND ST. - BRUNSWICK			
	PROPOSED ELEVATIONS			
<p>IGreen Dick Campbell, LLC SAVE ENERGY · BUILD GREEN</p>				
Sheet No.	3 OF 3			



EXISTING SOUTHEAST CORNER

No Scale

NOTE:

REMOVE AWNING, FORESTGREEN
SHUTTERS & FLOOR PROXES AND
FUTURE WINDOW & DOOR SURROUND
(SEE PLAN FOR DETAIL)





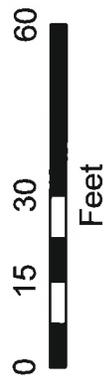
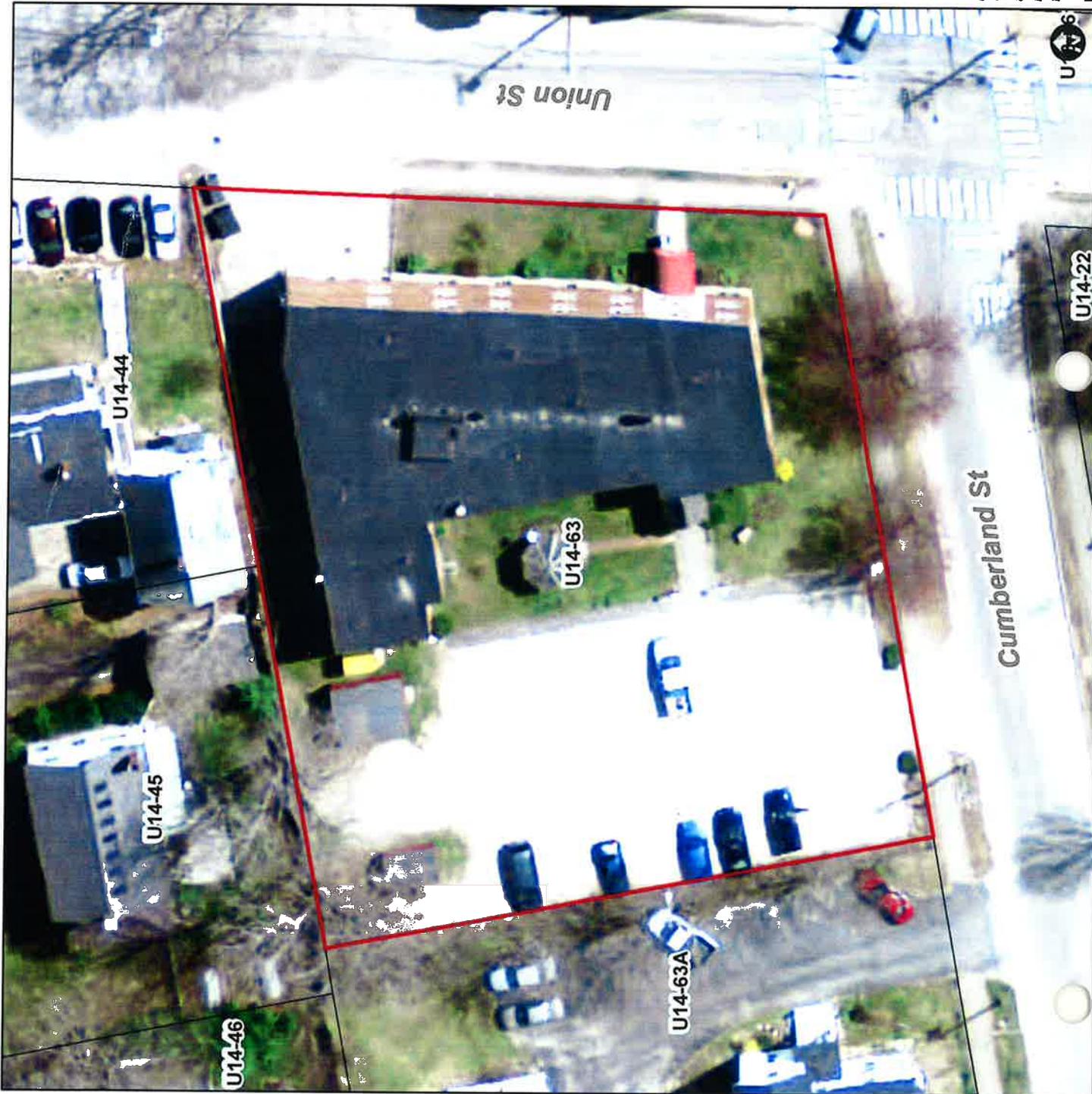
Google earth



Brunswick Maine



26 CUMBERLAND



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: 3/3/2016



Directly
Behind
26
Cumber
land
Avenue



Across
St
From
26
Cumber
land

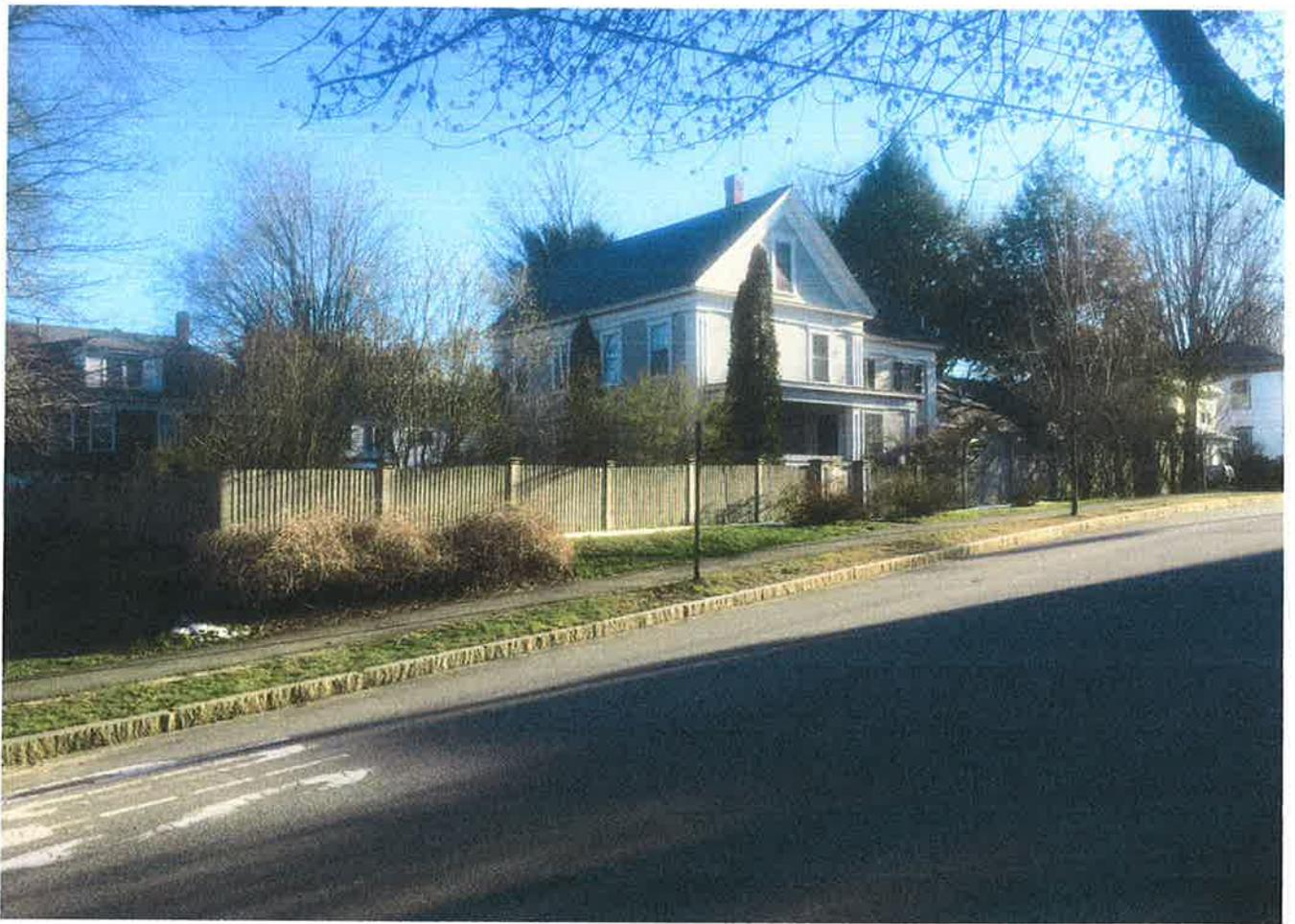


Behind
26
Cumberland
land
Abutter



*View
from
across
St on
Cumber
land*





*Stetson
Building*

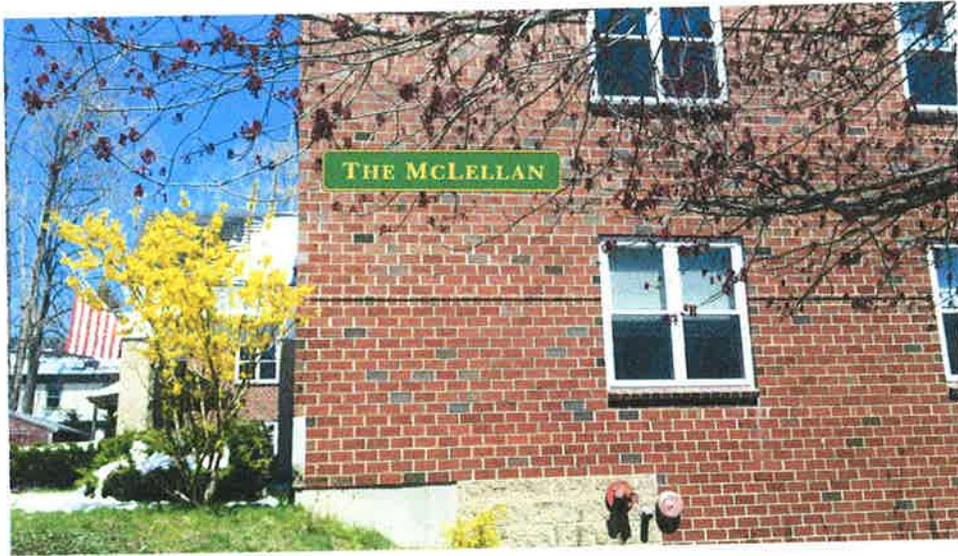




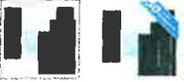


NOTE: Proposed
Sign Color & Gold Leaf

NOTE: SIGNAGE



NOTE
lettering too big
was photo shopped
by Carrot
Signs
I can explain
in person
better



NOTE:
PROPOSED SHUTTER





NOTE:
ALTERNATE SHUTTER



All Products / Exterior / Lawn & Garden / Outdoor Pots & Planters



NOTE:
*in green
darkforest*



NOTE:
FENCE & TREES
ONLY





All Rooms / Garage & Shed Photos / Garage



Lasley Brahaney Architecture + Construction
Design-Build Firms



NOTE!
OVERHANG, BRACKETS DOOR STYLE IN
FOREST GREEN w/ POSSIBLE PAVER
RAMP LOOK

Custom brackets

URL <http://www.lasleybrahaney.com>





All Rooms / Garage & Shed Photos / Shed



Lasley Brahaney Architecture + Construction
Design-Build Firms



NOTE!
GREEN DOOR

Garage

URL <http://www.lasleybrahaney.com>





All Rooms / Garage & Shed Photos / Shed



Harbour Door Services Ltd.
Garage Doors



NOTE!
DOOR STYLE

Heritage Wood Garage Door

3 Piece Heritage Wood garage door with True Divided Lite Top Section and Large Centre Style. Installed by Harbour Door, Victoria, BC

URL <http://www.harbourdoor.com>





All Rooms / Garage & Shed Photos / Shed

REAL CARRIAGE DOOR CO.
Real Carriage Door Company
Garage Doors



NOTE!
POSSIBLE DROP-OFF
DRIVING SURFACE

Arched Wood Carriage Garage Doors

Arched outswing garage doors on a traditional colonial style carriage house.

URL <http://www.realcarriagedoors.com/>





<http://www.allenfarmfence.com/index.php>

18 Autocar Lane, Hermon, ME 04401

Home (<http://www.allenfarmfence.com/pages/942/home>) | [Facebook](https://www.facebook.com/pages/Allenfarm-Fence-Company/309075212516) | [Twitter](https://twitter.com/AllenfarmFence)

Contact Us ([/contact-us](http://www.allenfarmfence.com/contact-us)) | [Facebook](https://www.facebook.com/pages/Allenfarm-Fence-Company/309075212516) | [Twitter](https://twitter.com/AllenfarmFence)

Residential Fences (<http://www.allenfarmfence.com/page/971/maine-residential-fences>)

Commercial Fences (<http://www.allenfarmfence.com/page/972/maine-commercial-fences>)

Testimonials (<http://www.allenfarmfence.com/page/973/testimonials>)

Vinyl Silverbell

Privacy
(</store/categories/26/privacy-fences>)

Semi-Private
(</store/categories/27/semi-private>)

Chainlink
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Post & Rail
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Picket
(</store/categories/33/picket>)

Ornamental
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Other
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Commercial
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Gates
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Arbors
(</store/categories/37/arbors>)

Do It Yourself/Retail (/diy)



(http://www.allenfarmfence.com/image_upload/Silverbell-p.jpg)

Get a Quote!

(</contact-us>)

NOTE!

FENCE EXAMPLE

Get a Quote!



NOTE!
POST ONLY



DIY Projects & Ideas Credit Services Pro Xtra Store Finder Order Status Local Ad

Products and Services

progress p5723-14

Your Store Rockland, ME

Sign in or Register



Progress Lighting Model # P5723-14 Internet # 100467653
Brookside Collection 1-Light Copper Wall Lantern

★★★★★ (1) [Write a Review](#) [Questions & Answers \(4\)](#)



Open Expanded View

Click Image to Zoom



Add to List +

\$192.15 /each

PRODUCT NOT SOLD IN STORES

- over garage doors
- style #1
- 10 garage doors

PRODUCT OVERVIEW Model # P5723-14 Internet # 100467653 Store SO SKU # 1000946221

Brookside lanterns are reminiscent of rustic farmhouses and a simpler lifestyle. Oversized shade prevents unwanted uplighting to control glare and casts a wide light pattern for superb exterior illumination.

California residents: see [Proposition 65 information](#)

- Copper finish
- Metal shade
- 12 in. W x 12-3/8 in H
- Uses (1) 100-Watt medium base bulb (not included)

SPECIFICATIONS

DIMENSIONS

Product Depth (in.)	13.13	Product Width (in.)	12 in
Product Height (in.)	12.375 in	Width	12
Product Length (in.)	13.125 in		

DETAILS

Feedback



HERITAGE LANTERNS
Simple to use. Hard to replace.

AMERICAN
★ MADE ★
IN THE USA

SHOP ★ FINISH & GLASS

★ OUR HISTORY ★ CONTACT

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Barn #342

\$324.99

Express ship item

Additional Info:

Measurements: 9.75"W x 12.5"D x 8.25"H

Mounting Height: 3"

Socket Description: One Medium Base Socket. 75 Watt Max

Backplate: 4.5"W x 5.75"H

Garage Lights x 10
May do every other
i.e. 1 for every
2 garages

A traditional style light that directs all the light downward to illuminate a bright path for any door, window or garage opening.

Finishes Choose an option

1

Add to cart

Antique Brass Dark Brass Antique Copper



BELLACOR

Lighting Solutions

(Bellacor Number: 760097)

Description:

Cottage Onion Bronze Outdoor Medium Wall Mount

@Cottage Onion Bronze Outdoor Medium Wall Mount



Cumberland St
 Front door
 Union St
Entrance

www.bellacor.com

Toll Free 877 723 5522 Phone 651 294 2500 Fax 651 294 2595

251 1st Avenue N. Suite 600 Minneapolis MN 55401

Bellacor Number

760097

Dimensions

10.625"W x 15.75"H x 1"Ext x 12.5"D

Bulb/Watt

1 - 100 watt incandescent bulbs

Weight

3.0 L

Finish

Bronze

Certification

UL

Usage

Exterior Wet

Brand

Norwell



BELLACOR

Lighting • Home Decor • Bath • Outdoor

(Bellacor Number: 760520)

Description:

Cottage Onion Bronze Outdoor Small Wall Mount

@Cottage Onion Black Single Light Outdoor Small Wall Mount

Product Shown in Black



Selected Finish (Bronze)

□ this will be in brushed brass or bronze

□ these will be used as patio lights

□ there will be 5-7 of these depending on patio # and cost

www.bellacor.com

251 1st Avenue N. Suite 600 Minneapolis MN 55401

Toll Free 877 723 5522 | Phone 651 294 2500

Fax 651 294 2595

Bellacor Number

760520

Dimensions

8.25"W x 13.75"H x 1"Ext x 10.13"D

Bulb/Watt

1 - 100 watt incandescent bulbs

Weight

3.0 Lb

Finish

Bronze

Certification

UL

Usage

Exterior Wet

Brand

Norwell

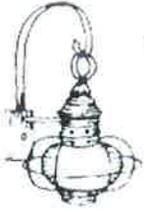
Norwell Lighting Cottage Onion Black Post Light



Product Number: P1426571
Manufacturer: Norwell Lighting
Model Number: 1321-BL-CL
Collection: Cottage Onion
Manufacturer Finish: Black
Manufacturer Shade Color: Clear
Total Wattage: 100 w.
Voltage Type: Line Voltage
Height: 14-5/8 in.
Width: 10-5/8 in.
Wattage: 100
Bulb Type: Incandescent
Bulb Shape: A19
Base Type: Medium
Number Of Bulbs: 1
Bulb Included: No
Dark Sky: No
EnergyStar Compliant: No
Shade Material: Glass
Material: Brass

Shipping: UPS Regular
Certification Agencies: UL
Damp Location: Yes
Harsh Environ/Coastal: Yes
Weight: 3 lbs
Made In America: No
Dusk To Dawn: No
Title 24: No

- this will be in brushed brass or bronze
- three existing posts locations



HERITAGE LANTERNS

A Heritage of Illumination

☐ higher price
better quality

☐ 3 existing posts

AMERICAN
★ MADE ★
IN THE USA

[SHOP](#) ★ [FINISH & GLASS](#)

★ [OUR HISTORY](#) ★ [CONTACT](#)

[Home](#) / [Shop](#) /



Onion Light #P204

\$454.99 - \$464.99

Express ship item

Additional Info:

Measurements: 12"W x 12"D x 20"H

Socket Description: One Medium Base Bulb. 75 Watt Max

Fitter Diameter: 3" diam

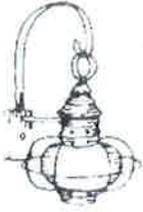
Our Heritage Express Onion Lights

Similar to our hallmark onion lights with slight modifications incorporated to be able to hand craft these fixtures for your timely needs.

UL listed for wet locations.

Glasses Clear Globe

Finishes Antique Brass Clear



HERITAGE LANTERNS

Handcrafted in the USA

Higher price
better quality

Entrance lights
① Cumberland St
① Union St

AMERICAN
★ MADE ★
IN THE USA

SHOP ★ FINISH & GLASS

★ OUR HISTORY ★ CONTACT

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Onion Light #B204

\$459.99 - \$469.99

Express ship item

Additional Info:

Measurements: 12"W x 13.5"D x 21"H

Mounting Height: 13.5"

Socket Description: One Medium Base Bulb. 75 Watt Max

Backplate: 4.5"W x 5.75"H

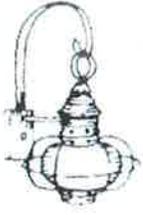
Similar to our hallmark onion lights with slight modifications incorporated to be able to hand craft these fixtures for your timely needs.

UL listed for wet locations.

Glasses Clear Globe

Finishes Antique Brass Clear

\$459.99



HERITAGE LANTERNS

AMERICAN
★ MADE ★
IN THE USA

☑ better quality
higher price may prohibit use

SHOP ★ FINISH & GLASS
★ OUR HISTORY ★ CONTACT

☑ 5-7 patio lights

Home / Shop /



Onion Light #B202

\$382.99 - \$389.99

📦 Express ship item

Additional Info:

Measurements: 9"W x 11"D x 16"H

Mounting Height: 12"

Socket Description: One Medium Base Bulb. 75 Watt Max

Backplate: 4.5"W x 5.75"H

Similar to our hallmark onion lights with slight modifications incorporated to be able to hand craft these fixtures for your timely needs.

UL listed for wet locations.

Glasses Choose an option

Finishes Choose an option

1

Add to cart

INSULATING GLASS OPTIONS

Low-E glass with argon gas (standard)

Our standard glass package consists of two panes of glass (one clear/one Low-E) sealed with an airspace, separated by a non-conductive warm-edge spacer. This Low-E insulating glass provides the best year-round performance and decreased energy costs. In the winter, by reflecting heat back into the home, Low-E glass helps keep homes warmer providing improved comfort and reduced condensation. Low-E glass also blocks harmful UV rays and the sun's infrared heat, so homes will stay cooler in the summer and interior furnishings fade less. Combining Low-E with argon gas creates even greater energy savings and lowers U-Factor (a measurement of heat flow).

Argon gas is much denser than air, so it provides a more effective barrier against cold and warm air infiltration. By choosing the Low-E glass with argon, our windows will meet the most stringent ENERGY STAR® requirements.

Clear insulating glass (optional)¹

Our clear insulating glass units consists of two panes of glass, sealed with an airspace, separated by a non-conductive warm-edge spacer. This glass offers maximum visible light transmittance and superb energy efficiency in most climates.

Glass is also available with the following options:

Tempered

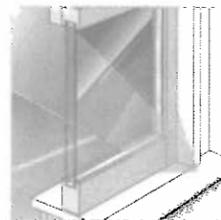
Standard in our sliding patio doors to address safety concerns. Also available in window units to meet specific building and safety codes. This glass is heat-treated during manufacturing for extra strength, enabling it to withstand abnormal force or pressure on its surface.

Laminated

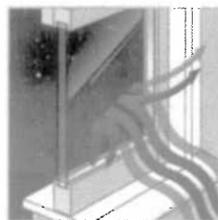
Provides the ultimate in UV blockage while also reducing levels of sound transmission significantly. Laminated glass is produced by bonding a plastic interlayer between two or more panes of glass under heat and pressure.

Obscure and/or Tinted

Textured glass can add character and/or privacy to a room. The combination of texture and color can transform your space, adding personality and complexity.



In warm weather, Low-E glass reflects the sun's energy and reduces heat gain in the home.

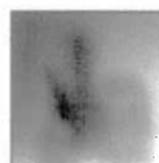


In cold weather, Low-E glass reduces the amount of heat loss by reflecting it back inside.

Excellent performance in northern zones

Low-E Glass offers excellent insulative properties against passive heat gain performance that:

- Provides consistent temperatures in regions with hot summers and cold winters, keeping the inside of the home comfortable year-round
- Means even large windows can provide superior energy efficiency
- Reduces energy bills by keeping the heat inside the home, where it belongs
- Blocks nearly twice as many harmful UV rays as clear glass



Obscure



Grape Amber Blue Olive Teal

COMMITTED TO PERFORMANCE

American Architectural Manufacturing Association

Since 1936, the American Architectural Manufacturers Association (AAMA) has stood as a strong advocate for manufacturers and professionals in the fenestration industry. Today AAMA, stands as a representative of both the residential and commercial sectors.



National Fenestration Rating Council

The National Fenestration Rating Council (NFRC) is a nonprofit, public/private organization created by the window, door, and skylight industry. It is composed of manufacturers, suppliers, builders, architects and designers, specifiers, code officials, utilities, and government agencies. The NFRC has developed a window energy rating system based on whole product performance.



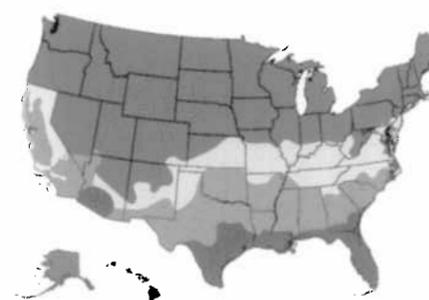
The NFRC label provides the only reliable way to determine the window energy properties and to compare products. The NFRC label appears on all products certified to the NFRC standards and on all window, door, and skylight products which are part of the ENERGY STAR® program. At this time, NFRC labels on window units give ratings for U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VT).

ENERGY STAR®

Mathews Brothers is proud to offer our customers products that have earned the government's ENERGY STAR® label.



ENERGY STAR is a government-backed program that helps consumers identify the most energy-efficient products. Learn more at www.energystar.gov.



Residential Windows, Doors, and Skylights: Version 5.0 (April 7, 2009)

ENERGY STAR® Qualification Criteria for Residential Windows

Climate Zone	U-Factor ¹	SHGC ²	
Northern	≤ 0.30	Any	Prescriptive
	≤ 0.21	≥ 0.35	Equivalent Energy Performance
	≤ 0.32	≤ 0.40	
North-Central	≤ 0.32	≤ 0.40	
South-Central	≤ 0.35	≤ 0.30	
Southern	≤ 0.60	≤ 0.27	

ENERGY STAR® Qualification Criteria for Residential Doors

Glazing Level	U-Factor ¹	SHGC ²
Opaque	≤ 0.21	No Rating
≤ 1/2-Lite	≤ 0.27	≤ 0.30
> 1/2-Lite	≤ 0.32	≤ 0.30

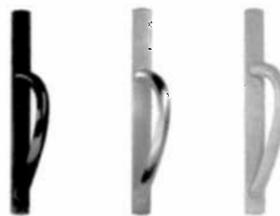
¹ Btu/h-ft²·F

² Fraction of incident solar radiation

Forest Management and Green Building

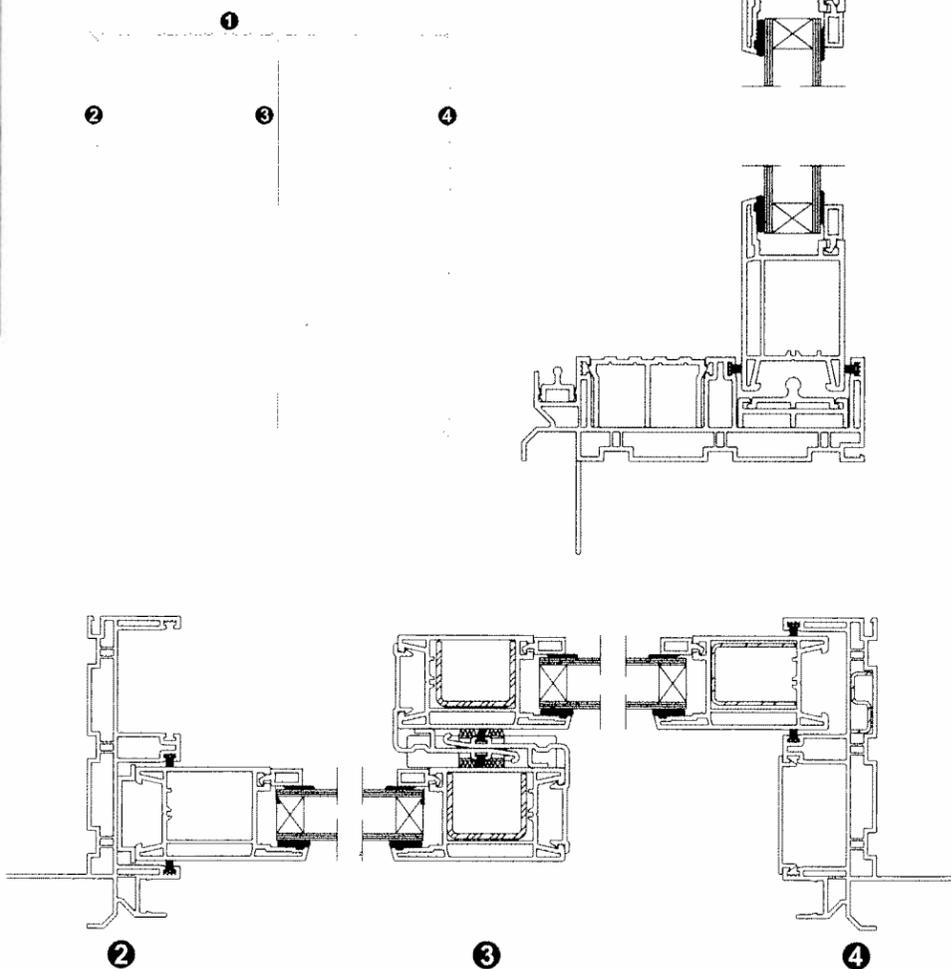
Mathews Brothers has made a meaningful commitment to support and promote sustainable forestry initiatives. We are active members of The Maine Chapter of the U.S. Green Building Council and The Maine Forest Products Council.

¹ Excludes sliding patio door



Sampling of handle set colors
see page 15 for entire collection

Sliding Patio Door for New Construction



Sliding Patio Door Standard Sizes
Custom sizes available

Standard Door features

- 7/8" Tempered Low-E/Clear insulating glass with argon gas fill
- White interior and exterior color, with matching handle sets
- Integral nailing flange and integral J-channel
- 4 9/16" jamb
- Fusion-welded joints
- Heavy-duty extruded insect screen

Optional features¹

- Grilles: Colonial or Prairie Style, available in matching White or Desert Sand
- Transoms and sidelites
- Stainless steel rollers for door panel
- Desert Sand color with matching handle sets (as keyed or non-keyed)
- Handle sets in eight colors; keyed or non keyed handle
- Custom exterior color finishes

¹ See pages 14-16 for additional options.

TWO PANEL DOORS			THREE PANEL DOORS			FOUR PANEL DOORS		
ITEM	R.O.	U.S.	ITEM	R.O.	U.S.	ITEM	R.O.	U.S.
RE5068	60 x 80	59.5 x 79.5	RE7668	90 x 80	89.5 x 79.5	RE10068	119 x 80	118.5 x 79.5
RE6068	72 x 80	71.5 x 79.5	RE9068	108 x 80	107.5 x 79.5	RE12068-4	143 x 80	142.5 x 79.5
RE8068	96 x 80	95.5 x 79.5	RE12068-3	144 x 80	143.5 x 79.5	RE100611	119 x 82.5	118.5 x 82
RE50611	60 x 82.5	59.5 x 82	RE76611	90 x 82.5	89.5 x 82	RE120611-4	143 x 82.5	142.5 x 82
RE60611	72 x 82.5	71.5 x 82	RE90611	108 x 82.5	107.5 x 82			
RE80611	96 x 82.5	95.5 x 82	RE120611-3	144 x 82.5	143.5 x 82			

R.O. = Rough Opening; U.S. = Unif. Size



Two-lite patio door with simulated divided lite (SDL) custom valance grille pattern.

Available for new construction

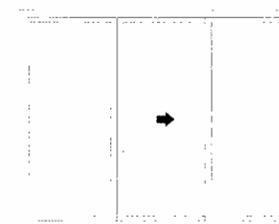
SLIDING PATIO DOORS

Common Configurations

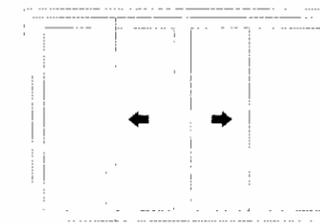
As viewed from exterior



Two Panel Door



Three Panel Door



Four Panel Door

The insulated glazing¹ in our vinyl sliding patio door is constructed using warm-edge technology, as well as Low-E tempered safety glass with argon gas fill, so it holds up to the weather while allowing you to experience the beauty of the great outdoors.

Constructed from low-maintenance vinyl, the frame and panels are welded at the corners during assembly to provide a product superior in strength, performance, and appearance. Reinforcement is used at the meeting stiles, and at the lock points of the frame and panel for added rigidity and strength. The sliding door operates smoothly on heavy duty steel tandem rollers.

Our sliding patio doors come with Truth's Signature™ Series premier handle set, with its contoured shape it is both elegant and easy to grasp, available as keyed or non-keyed. Handle sets come in eight finishes, which helps you customize the look of your door.

The glide screen is made from heavy extruded aluminum framing, fiberglass mesh screening and operates easily on steel rollers.

Spencer Walcott vinyl sliding patio doors are available as two-, three-, or four-panel, in standard and custom sizes; with either left or right operating panel. Available with or without grilles.

¹ Qualifies for the ENERGY STAR® label

**VILLAGE REVIEW BOARD
FEBRUARY 23, 2016**

MEMBERS PRESENT: Chair Emily Swan, Karen Topp, Vice Chair Brooks Stoddard Gary Massanek, Laura Lienert, Connie Lundquist, and Sande Updegraph

MEMBERS ABSENT: No members were absent.

STAFF PRESENT: Director of Planning and Development, Anna Breinich; Bryan Cobb, Town IT Manager

A meeting of the Village Review Board was held on Wednesday, February 23, 2016 at the Municipal Meeting Facility at 85 Union Street, Council Chambers. Chair Emily Swan called the meeting to order at 5:00 P.M.

Adjustment in the agenda to move item 1 to the bottom of the agenda.

2. Tabled Case # VRB 16-001 – 15 Jordan Avenue – The Board will remove from the table, discuss and take action regarding two Certificates of Appropriateness for the demolition of a portion of an existing commercial structure and the construction of replacement structure at 15 Jordan Avenue (Map U08, Lot 41).

Anna Breinich said that staff has received additional material examples and information as requested at the February 2, 2016 meeting.

Leo Theberge pointed out that, per his application, they wish to demolish only a portion of the existing structure to make way for the new building and then demolish the remaining building. Leo is concerned by the way the agenda item is written. Anna Breinich confirmed that the motion is written for a full demolition. Connie Lundquist asked what color they plan on using. Leo replied that they plan on using soft green on the bottom and a cream yellow in the top. Laura Lienert asked what manufacturer they are using. The contractor replied that they would be using pressured cedar. Brooks Stoddard suggested to avoid using the big shakes in this area. Connie Lundquist pointed out that the applicant has asked for leeway in deciding which shakes to use, but said that she prefers to see what the project will look like before approving it. Connie further clarified this by saying she does want to approve the project and have the applicant go with a style half the cost that looks nothing like the examples presented. The contractor replied that he included a picture with cedar planks and said that they are thinking about the straight edge 5 inch, yellow. Emily asked if the applicant was still preferring to go with the windows with the muntins between the glass. Leo replied that they were planning to go with the muntins between the glass, but if this is an issue, they can go with plain glass, no muntin. The contractor referenced two pictures regarding the difference in the muntins in the windows.

Chair Emily Swan opened the meeting to the public comment period. No comments were made and the comment period was closed.

Gary Massanek asked Emily Swan if she was still concerned with the corner trim. Emily asked if the corner trim would be similar to the trim on a building the applicant referred the Board to on Baribeau Drive. Leo Theberge replied that it would be. The contractor added that the corner board material is composite. Brooks Stoddard asked if the cedar shingles will butt the end board or rabbit the end board. The contractor replied that it would be rabbited. Connie Lundquist said that she is not comfortable with either of the choices the applicant has presented for windows and said that going with the option of no division is not consistent; the internal muntins are not acceptable. Leo replied that there are a few houses on both Jordan Ave and Federal Street that have internal grids. Emily agreed, but said that a house without grids does not fit into the historic character of the neighborhood. Laura Lienert said that she concurs with Connie regarding the windows. Emily asked the Board if they would be comfortable with no muntins; Gary and Laura both replied “no”. Emily asked Board members what they wanted for windows, 6 over 6 or 4 over 4 or 6 over 1. Connie asked if the applicant planned on going with the Craftsman style window included in the packet and Leo replied “yes”. Laura pointed out that in following with new construction in the VRB Guidelines, number 4, they need to match historic window configuration. Emily asked Laura how she wanted the windows matched and Laura replied with muntins and mullions; Craftsman is not consistent. Laura suggested 6 over 6 or 4 over 4. Gary agreed with Laura; true divided or exterior muntins. Laura asked if there was any discussion regarding the dumpsters in the February 2nd meeting and Emily referenced the draft condition pertaining to dumpsters that stated that they will be adequately screened. Laura asked if this meets the required 25 feet away and Anna Breinich replied that this should be adequate; Emily added that by placing the dumpsters in the rear this should not be an issue.

Emily Swan reviewed the conditions proposed and asked Laura Lienert if she had any suggested language regarding the windows. Laura replied that she did not, but pointed out that she does not like the Craftsman windows. Laura reviewed the guideline criteria and Gary replied that he would go with 2 over 2 or 4 over 4, but that he agrees that the craftsman style does not go with the neighborhood. Gary proposed that the 3rd condition be that the windows be 2 over 2 or 4 over 4 with divided light or external muntins. Laura agreed with Gary’s configuration. Leo replied that a majority of the windows in the neighborhood are 2 over 2 or 1 over 1.

In terms of the clapboard, Brooks Stoddard said that he prefer that it butts the corner and is grouted, not rabbited. The contractor replied that the proposed materials would go in and behind the corner boards. Gary referenced page 65 of the brochure provided by the applicant and said that the corner is fluted but there is a corner that you can see a section. Emily said that if the look is similar to the look the applicant referred to on Baribeau Drive she is comfortable. Gary Massanek agreed with Emily.

Emily Swan again asked for suggested language for a condition regarding the windows. Gary Massanek said he would be comfortable with 2 over 1, simple cottage style, divided

lights. Laura Lienert said a 2 over 2 or 4 over 4 would be fine as well. Leo Theberge replied that if the Board does not like the idea of internal grids, he would be willing to go 1 over 1 and again pointed out that these are found in the neighborhood. Leo said that he was under the belief that the Board was not supposed to go with a monochrome design for the neighborhood and if the Board does not want to see internal grids, he will not use grids at all. Emily replied that she understands, but pointed out that there are building changes that were not before the VRB. Anna Breinich reviewed the proposed language for the addition of condition number 3.

MOTION BY GARY MASSANEK THAT THE CERTIFICATES OF APPROPRIATENESS JOINT APPLICATION IS DEEMED COMPLETE. MOTION SECONDED BY CONNIE LUNDQUIST, APPROVED UNANIMOUSLY.

MOTION BY GARY MASSANEK THAT THE BOARD APPROVES THE CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF STRUCTURES LOCATED AT 15 JORDAN AVENUE AS OUTLINED IN THE APPLICATION WITH THE FOLLOWING CONDITION:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification, shall require further review and approval in accordance with the Brunswick Zoning Ordinance.

MOTION SECONDED BY KAREN TOPP, APPROVED UNANIMOUSLY.

MOTION BY CONNIE LUNDQUIST THAT THE BOARD APPROVES THE CERTIFICATE OF APPROPRIATENESS FOR CONSTRUCTION OF A NEW COMMERCIAL STRUCTURE AT 15 JORDAN AVENUE AS OUTLINED IN THE APPLICATION WITH THE FOLLOWING CONDITIONS:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification, shall require further review and approval in accordance with the Brunswick Zoning Ordinance.
2. That the windows have exterior grilles or divided lights of two over two, two over one, or four over four.

3. That any mechanical equipment and dumpsters be located to the rear of the property with adequate screening to be determined during development review.

MOTION SECONDED BY LAURA LIENERT, APPROVED UNANIMOUSLY.

Leo Theberge reiterated that he did not want external grids and again said that internal grids are found in the neighborhood. Emily Swan replied that he will need to discuss this with his contractor and that the Board has voted on what they want to see. Leo expressed that this decision is encouraging a mono-culture. Leo added that there are 2 houses, closer to Federal Street that were both just resided with cheap vinyl. Connie Lundquist replied that if the houses are within the VRB Zone, they should have been before the Board and that staff will look into this and appropriate action will need to be taken if they did not come before the Board.

3. Case # VRB 16-003 – 14 Maine Street (Fort Andross) - The Board will discuss and take action on a Certificate of Appropriateness for the tower placement of a broadband antenna and related equipment at 14 Maine Street (Map U14, Lot 148).

Anna Breinich introduced the application for the installation of a broadband antenna on top of Fort Andross. Anna said that this is similar to what was proposed in the early 2000's that was going to be camouflaged by the flagpole.

Gary Massanek stated that he understands the use of the tower, but asked the applicant representative why they haven't chosen a back corner instead of placing it front and center. Cam Kilton of Redzone Wireless replied that there would be no way to camouflage and that elevation is key. Benjamin Madden, of Tilson added that there is also an attachment issue and the antenna would have to sit on the roof. Emily Swan asked if the antenna would be attached to the parapet and Benjamin replied "yes". Emily asked what the issue is with the previously approved application. Cam replied that there were two types of mounts that they could use. He said that the sled mount may not be structurally sound given the age of the building as the type of antenna they would be using would require more weight. The mount they have chosen, a single mass mount, would require less weight to be placed on the mount and would be able to handle the wind load. Emily clarified this by saying that this mount would be the less intrusive of the two mounts. Cam added that they can also better camouflage the single mass mount. Connie Lundquist asked how they would camouflage the antenna. Cam replied that they have vinyl brick that can go over it, it can be painted or they place a white dome over the antennas. Cam said that each antenna is about 18 inches wide by 5 feet tall. Laura Lienert asked if they have had a structural survey done and Cam replied that the company, Omnipoint, has stated based on the wind load and the age of the building, the single mass mount would be a better choice. Cam said that they can go with either mount, they are just trying to be cautious. Karen Topp asked if you would see the top of the antenna if you were looking up from the parking lot depending the angle. Ben replied "probably not, but definitely from Maine Street". Karen asked if the extra 10 feet was that important and why they couldn't shrink the antenna down to fit on the tower with

similar reception. Cam replied that the higher you go the less you run into other obstructions: the height is key, but ideally 10 feet is the typical standard pole.

Emily Swan asked what the status is with regards to MHPC procedure. Anna Breinich replied that the applicant needs to consult with MHPC as it isn't very clear as to whether this consultation with MHPC needs to occur before or after VRB approval. Anna added that there was another application that MHPC did approve of aside from the previously approved sled antenna. Anna said she does not know if this would be the same response, and noted that in 2000 there was an internal Staff Review of the flag pole and Waterfront Maine was involved in this process. Gary Massanek again asked how big the dome would be compared to the flag pole. Laura Lienert replied that the previously approved flag pole antenna was roughly 6 inches in diameter and 4 feet tall; much smaller. Cam Kilton replied that the previously approved size would be too small. In reply to Gary's question, the dome would be roughly 2 feet to 32 inches. Sandy Updegraph clarified that the applicant plans to camouflage the proposed antenna. Emily said that she sympathizes with the applicant, but she wonders whether they need to worry so much about the camouflaging of the support given the area that it will be located on the building. Laura Lienert replied that she does not agree with Emily, but would like to know how much flexibility they have with height and depth. Gary agrees with Laura and said he would like to see a rendering of what the pole and dome would look like. Connie Lundquist said she too would like to see what the dome would look like and any other pictures of similar projects. Cam replied that he can provide some pictures, but noted that there may not be many example within driving distance from Maine. Karen asked if they have looked into internal routers. Cam replied that they are not only providing Fort Andross with internet, but the Town of Brunswick and some of Topsham as well.

Chair Emily Swan noted that there were no members of the public present.

Karen Topp asked if this antenna was not just for the building, but a data tower. Cam Kilton replied that she was correct. Brooks Stoddard said that other Towns have been dealing with similar issues and asked the applicant if they have looked into hiding the antennas in the steeples of churches or tower. Cam replied that the antenna would not penetrate or receive through brick if placed in a steeple. Bryan Cobb, IT Manager for the Town of Brunswick, said that he does get requestS frequently from residents for other competitive broadband providers and has met the owner of Red Zone and is very excited for the opportunity to have them serve Brunswick. Bryan's concern is that if they reduce the tower in height that it won't serve as many potential customers / residents. Laura Lienert asked where the other towers are in Brunswick and Bryan replied that this would be the only wireless broadband in Town; there are no other propositions. In terms of the MHPC, Emily pointed out that the Board could approve one type and then MHPC could not agree. Emily asked Anna for direction and Anna replied that MHPC has 30 days to render a decision and that the applicant still needs to submit a proposal to them.

**MOTION BY CONNIE LUNDQUIST TO TABLE THE APPLICATION
PENDING MORE VISUAL EXAMPLES OF THE CONTAINMENT
STRUCTURE AND MATERIALS OF SIMILAR STRUCTURES BY THE**

APPLICANT. MOTION SECONDED BY GARY MASSANEK, MOVED UNANIMOUSLY.

Adjustment: 1. Election of Chair and Vice-Chair

MOTION BY EMILY SWAN TO NOMINATE GARY MASSANEK TO CHAIR OF THE VILLAGE REVIEW BOARD. MOTION SECONDED BY KAREN TOPP, APPROVED UNANIMOUSLY.

MOTION BY GARY MASSANEK TO NOMINATE CONNIE LUNDQUIST TO VICE CHAIR OF THE VILLAGE REVIEW BOARD. MOTION SECONDED BY SANDY UPDEGRAPH, APPROVED UNANIMOUSLY.

4. Other Business: no other business.

5. Approval of Minutes

MOTION BY CONNIE LUNDQUIST TO APPROVE THE MINUTES OF DECEMBER 15, 2015. MOTION SECONDED BY KAREN TOPP, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.

6. Next Meeting Date – time to be determined.

Staff Approvals:

- 16 Union Street – Solar Panels

Adjourn

This meeting was adjourned at 6:24 P.M.

Respectfully Submitted

Tonya Jenusaitis,
Recording Secretary