



TOWN OF BRUNSWICK

PLANNING BOARD

85 UNION STREET, BRUNSWICK, ME 04011

**PLANNING BOARD
REVISED AGENDA
BRUNSWICK TOWN HALL
85 UNION STREET
COUNCIL CHAMBERS
TUESDAY, JULY 26, 2016; 7:00 P.M.**

1. **Case #16-025 Crystal Springs Farm Community Solar Farm:** The Planning Board will hold a **Public Hearing** then review and take action on a **Special Permit** application submitted by Revision Energy for a proposed community solar farm which is an omitted use. The proposed use is located in the **Coastal Protection 1 (CP1) Zoning District; Natural Resource Protection Zone (NRPZ) (Map 21, Lot 16).**
2. **Case #16-026 Tao Yuan Greenhouse and Café:** The Planning Board will review and take action on a **Major Development Review Amendment** application for a new two-story building for greenhouse, café and administrative space. The proposed development is located in the **Town Center 1 (TC1) Maine Street Zoning District; and Village Review Zone (Map U13, Lots 52 & 53, and Map U-13, Lot 95).**
3. **Case # 16-031 – 35-39 Pleasant Street (St. John’s Church)** – The Planning Board will review and take action on a **Common Development Plan** for the two (2) phased construction of a new 14,685 square foot events center, and a 13,200 square foot two-story school building and various site alterations at 35-39 Pleasant Street (Map U16, Lots 47-48).
4. **946 Mere Point Road:** At the request of Town Council, the Planning Board will offer input and recommendation regarding possible public use of the property.
5. **Other Business**
6. **Approval of Minutes**

Revised 7/15/16 to add Item #3

This agenda is mailed to owners of property within 200 feet of proposed development sites. Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521.

This meeting will be televised.

**Approved Findings of Fact
Special Permit (Section 701)
Crystal Spring Farm Community Solar Farm
Planning Board Review Date: July 26, 2016**

Project Name: Crystal Spring Farm Community Solar Farm
Case Number: 16-025
Tax Map: Map 21, Lot 16
Applicant: Crystal Spring Farm Community Solar Association
c/o Steve Weems
44 Thompson Street
Brunswick ME 04011

PROJECT SUMMARY

Case Number 16-025 – Crystal Spring Farm Community Solar Farm- The Board will hold a public hearing then review and take action on a **Special Permit** application submitted by Revision Energy for a proposed community solar farm which is an omitted use. The proposed use is located in the **Coastal Protection 1 (CP1) Zoning District; Natural Resource Protection Zone (NRPZ) (Map 21, Lot 16)**.

The site of the proposed use is within an existing agricultural field at Crystal Spring Farm. The site plans within the application indicate the proposed solar array was revised from a square formation at 125 feet wide by 98 feet long on a plan dated June 30, 2016 plan (12,250 square feet); to a proposed, and a most recent plan with a new formation generally estimated at 125' x 125'. The applicant indicated that the proposed change in orientation was necessary due to shallow depth to ledge which was encountered during site investigations. The proposed use areas is estimated between 12,250 square feet and 15,625 square feet. of the site for the solar array as shown on a plan created by ReVision Energy entitled, "Crystal Spring Farm Community Solar Association – Project Description SCHEDULE C – Site Map" and dated July 11, 2016.

A Special Permit application is required for the proposed use because renewable energy use (as a primary use) is an omitted use from the Brunswick Zoning Ordinance. The existing agriculture use on-site is currently permitted and will remain a second primary use at the site.

Upon approval of the Special Permit and prior to starting construction, the applicant is required to submit a building and electrical permit to the Department of Planning and Development (and Codes) for the construction of the proposed solar array.

Review Standards from Special Permits Section 701.2 of the Town of Brunswick Zoning Ordinance

The following standards set forth herein shall be applied, where applicable, by the Planning Board when considering an application for Special Permit. The burden of proof of compliance with these standards rests solely with the applicant.

A. The application shall further the planning goals of the Planning Area in which the property is located, as follows:

C.2 Coastal Protection Areas (2008 Comprehensive Plan)

- A. The areas designated Coastal Protection include the areas that are generally tributary to Maquoit Bay, Mere Point Bay, and Middle Bay as well as the areas adjacent to the New Meadows River south of Route 1 that were previously designated as Farm and Forest excluding the area currently in the Medical Use Overlay Zone (see Land Use Map).
- B. Appropriate land use include rural and natural resource based uses including agriculture, forestry, and marine activities; marine and water-dependent uses; rural businesses that support or are based on rural and natural resource-based uses; single and two-family homes; small-scale multifamily housing in areas that are not adjacent to the coast; and low-intensity non-residential uses and businesses.
- C. A major focus of the development standards in the Coastal Protection areas should be to protect the water quality in the coastal bays as well as assuring that any development or intensive use maintains the “rural character” and protects natural and scenic resources.

This Special Permit application is consistent with and furthers the planning area goals by with the proposed community solar array within an existing agricultural field. The proposed development includes a new vegetated buffer to mitigate any unintended impacts to the character of the rural setting along the north side of the proposed solar array. The applicant provided narrative supporting information detailing the proposed use is intended to reduce atmospheric carbon for the protection of the environment, specifically, the natural resources within the Coastal Protection Area. Further, the proposed development avoids the mapped Natural Resource Protection Zone (NRPZ).

The Planning Board finds the proposed use furthers the planning goals of Coastal Protection Area.

B. The application is compatible in scale to its surroundings. In making this finding, the Planning Board shall consider the size and mass of buildings where new structures are being proposed, the number of employees, residents or customers, and the size and number of vehicles servicing the use. Notwithstanding the foregoing, when the Special Permit is proposed for a pre-existing structure, the Planning Board may find that the proposed use is compatible with its surroundings, even though it is out of scale and design with such surrounding properties if the applicant can demonstrate that the proposal will achieve mutual benefits without compromising any of the standards found in this ordinance.

The applicant proposes to install a solar array that employs eight (8) people during construction. Upon completion of all construction activities, the proposed use will be managed by the Crystal Spring Farm Community Solar Association. The site of the proposed use is within an approximately 44 acre lot that is primarily used for agriculture fields. The proposed use is

approximately 12,250 square feet which is a small fraction of the lot. Each solar array structure will be approximately ten (10) feet tall. The full build-out is somewhat out of scale with the surrounding residential and rural setting; however, the proposed development sufficiently mitigates the scale of the proposed array with a new vegetated buffer.

The Planning Board finds that the use is compatible with the scale of surrounding development.

C. The application is harmonious in design to its surroundings. In making this finding, the Planning Board shall consider building and window proportions, roof-lines, spacing of doors and windows, as well as orientation to public streets.

No new buildings are proposed. The proposed development is well oriented to public streets.

The Planning Board finds the proposed development is harmonious in design and compatible to the surrounding area.

D. The application further maintains or enhances a pedestrian oriented character in planning districts where such character is encouraged.

The Coastal Protection Area is not a pedestrian-oriented region. This area of town is rural.

The Planning Board finds that this standard is not applicable because the Coastal Protection Area does not encourage pedestrian oriented development.

E. The application will not violate any standard of this Ordinance.

The proposed use does not violate any standard in the Zoning Ordinance.

The Board finds that the application will not violate any standard in the Zoning Ordinance.

Notwithstanding the foregoing, the Planning Board shall deny an application for a Special Permit if, in its determination, substantive, objective evidence from one or more persons entitled to notice is presented that reasonably demonstrates that:

- 1. The proposal will adversely affect the enjoyment or use of that person's property**
- 2. The proposal will devalue such property**

The Planning Board finds that in its determination, the proposal will not adversely affect the enjoyment or use of or devalue such property of persons entitled to notice.

DRAFT Motions

Motion 1: That the Special Permit application is deemed complete.

Motion 2: That the Special Permit is approved 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 a review and approval in accordance with the Brunswick Zoning Ordinance.

Planning Board Denial of Special Permits

If the Planning Board denies an application for Special Permit, the Planning Board's decision is not subject to any appeal. However, the applicant may apply to the Town Council for a zoning amendment as provided for by Section 108 of the Town of Brunswick Zoning Ordinance.

**APPLICATION/CHECK LIST
SPECIAL PERMIT FOR UNCLASSIFIED AND OMITTED USES
BRUNSWICK PLANNING BOARD**

1. Applicant: (nonprofit management association)

Name: Crystal Spring Farm Community Solar Association
 Address: 44 Thompson Street
Brunswick, ME 04011-3026
 Phone #: 207-725-7282, Attn: Steve Weems

2. Business: (installer)

Name: Revision Energy, LLC
 Address: 142 Presumpscot Street
Portland, ME 04103
 Phone #: 207-221-6342, Attn: Allison Gehrlich

3. Property/Building Owner: & Lessee

a. Owner:

Name: Brunswick-Topsham Land Trust
 Address: 105 Maine Street
Brunswick, ME 04011
207-729-7694, Attn: Angela Tuttle

b. Lessee: Seth Kreck
& Maria Bannon
Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011
207-729-1112
Attn: Seth Kreck

4. Assessor's Tax Map # 21 Lot # 16 of subject property.

5. Zoning District Coastal Protection 1

6. Street Address of Parcel(s) For Consideration: 277 Pleasant Hill Road

7. Planning Area (See Appendix I): Rural Coastal Protection Planning Area

Lessee/Owner Signature: Seth Kreck / Bureau of Planning, Permit 676T

Business Applicant Signature (if different): Allison H. Gehlich

* Project Description

Business Applicant Signature: [Signature]

SUBMISSION REQUIREMENTS

- Site Plan. If copies are greater than 11" x 17", submit 17 copies of all materials. Otherwise, one copy is sufficient. Site plan should include all elements indicated in the application packet.

On this form, or on a separate letter to the Planning Board, please indicate your responses to the following:

* The proposed project is a solar electricity array. Please refer to the accompanying Project Description and explanation of the roles of the applicant and other parties listed above.

1. How does your application further the Planning Goals for the Planning Area in which your property is located. Please indicate each of the Planning Area Goals with your response.
The solar array will protect marine resources by reducing CO2 emissions by about 100,000 lbs/year, thus helping to mitigate ocean warming and acidification. Protects the watershed by creating no impervious surfaces while generating clean, renewable energy. This project will benefit Crystal Spring Farm, enhancing the viability of local agriculture production and conservation of rural open space. The scale of the project is compatible with the rural character of the area. It will demonstrate how low-impact, clean energy can be produced locally.
2. How many square feet of space is the proposed use going to occupy? 12,250 (see below).
 Is this use to be located within an existing structure? NO If a new structure(s) is proposed how many square feet is the structure(s)? Please note the 12,250 sq ft figure (above) is the footprint of the array. It will be located in an open field about 3.5 feet above the ground on steel poles (no excavation, no foundation, and no impervious surface (except for the diameter of the poles) and allowing grazing up to and under the array.
3. How many people are to be employed at this site should the Special Permit be granted?
8 during installation, none during operation.
4. If this involves a residential component, how many dwelling units are proposed? N/A.
5. How many customers are likely to use the site during the course of a day? N/A week?
N/A. Please anticipate peak demand. There will be some educational materials for the benefit of interested walkers and others.
6. How many service vehicles per week do you anticipate? None
7. What are the sizes of vehicles that will service the business should the Special Permit be granted? N/A
8. If you are reusing a structure, demonstrate the mutual benefits associated with your application request. (In other words, how will this project provide a benefit to its larger area in spite of the fact that it may be occurring within a pre-existing structure that is generally larger than typically found. This project is designed to be a demonstration and educational project about the benefits of "going solar." It may inspire other landowners to install solar arrays and/or consider the benefits of conserving rural open space by working with a land trust and offer a model for other farmers who want to go solar.
9. Explain how this application enhances or further maintains a pedestrian oriented character for the larger neighborhood. N/A

**NOTIFICATION
SPECIAL PERMIT APPLICATION
FOR UNCLASSIFIED AND OMITTED USES**

Pursuant to Section 701 of the Brunswick Zoning Ordinance, land uses that are neither permitted nor prohibited may be considered by the Planning Board, subject to a Special Permit. Notice is required to be forwarded to any property owner within 200 feet of the lot boundaries of the proposed permit.

Applicant: Crystal Spring Farm Community Solar Association

Business Name: ReVision Energy, LLC (Installer)
and other participating entities

Proposed Land Use: Residential Scale Solar Array (8 families)

Street Address of Property: 277 Pleasant Hill Road

Zoning District of Property: Coastal Protection 1

The Planning Board will conduct a PUBLIC HEARING on this Special Permit application on _____ . As a person entitled to notice, you may submit comments on the proposal to the Planning Board, or may provide testimony at the Public Hearing. The Planning Board may deny the Special Permit if it finds that, based on evidence provided by persons entitled to notice that the proposal shall 1) adversely effect the enjoyment or use of your property; or 2) that the proposal will devalue such property.

The application is on file at the Planning Office. For further information contact 725-6660.



June 20, 2016

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

Dear Jared:

The Brunswick-Topsham Land Trust (BTLT) is the fee owner of the Crystal Spring Farm property. In the interest of supporting local agriculture and the rural character of the Coastal Protection areas of Brunswick, the BTLT has entered into a long-term lease with Seth Kroeck and Maura Bannon to operate the farm. Seth and Maura have taken a leadership role in the proposed community solar electricity project on the farm by offering to be the site host. The farm also will be the principal beneficiary of the project.

Consequently Seth and Maura have entered into a host site lease with the prospective owners of the array, eight Brunswick families (including themselves), through a nonprofit association these families have formed to manage the project. This is the Crystal Spring Farm Community Solar Association. The solar array will be installed by ReVision Energy LLC.

The BTLT wholeheartedly supports this solar project and has signed the host site lease for the purpose of confirming its consent to this project. Therefore, as the record owner of the land we are pleased to further confirm our authorization for ReVision Energy LLC to apply for a special permit for this use. We note that as our lessee, Seth Kroeck and Maura Bannon control the use of the site, subject to the terms of the BTLT's lease with them. Clearly Seth and Maura support this project as (i) the participating member with the largest share of the array, and (ii) entering into the host site lease.

Please let me know if you have any questions. Thank you for your help on this great project.

Very truly yours,

Bradley O. Babson
President

CSF BTLT Letter to Brunswick Planner 6-17-16

108 Maine Street, Brunswick, ME 04011 / 207-729-7694 / info@btl.org / www.btl.org

FSC® certified • SFI Fiber Sourcing certified • Made with Total Chlorine Free (TCF) and Elemental Chlorine Free (ECF) virgin fiber content • 100% post-consumer, Process Chlorine Free (PCF) and lignin-free fiber



Crystal Spring Farm Community Solar Association

Summary Project Description to Accompany Special Permit Application

Updated July 21, 2016

This is a summary description of a project to install a solar photovoltaic electricity array at Crystal Spring Farm. It is meant to accompany the Special Permit application for this project. This project is a cooperative initiative of Crystal Spring Farm, the Brunswick-Topsham Land Trust, and a group of Brunswick families who cannot install solar capacity where they live. This type of installation is called a community solar farm. It is a key project in the Solarize Brunswick effort. ReVision Energy is the installer.

The purpose of this overview is to give a brief description of the project, identify the key cooperating parties and note their respective roles, and summarize the objectives (and prospective benefits) of the project.

General Description

Physically, the project would be a ground-mounted, photovoltaic solar electricity generating system with a capacity of 75.79 kW (kilowatts). This is a small-scale electrical generating facility. The array would provide clean, renewable energy to Crystal Spring Farm and seven other Brunswick families. This is an all-Brunswick, leadership project, which has helped other Brunswick residents qualify for the maximize price discount for solar equipment under the Solarize Brunswick initiative.

In a community solar project like this, a group of electricity users in the same utility service area get together to build a single solar electricity generating facility, put all the power on the electrical grid, and get a credit for the power allocated to each participant via a meter at the solar array on his/her monthly electrical bill. This electricity transfer process is known as net energy billing (NEB), or net metering. These are small-scale, distributed power projects, where the Maine Public Utilities Commission (PUC) limits the number of accounts that can use electricity from a community solar project to nine.

Each member of the participating group owns a different share of the array, sized to meet each member's electricity needs. The members form a nonprofit association, similar to a homeowners association, to manage the project.

In this case, the proprietors of Crystal Spring Farm, Seth Kroeck and Maura Bannon, are providing the site. As the largest electricity user, they also will own the largest share (44%) of the project. They have two CMP accounts, which count as two of the nine accounts allowed by the PUC. The other seven members will own shares ranging from 3-14% of the project. Kroeck/Bannon lease the farm property from the Brunswick-Topsham Land Trust (BTLT). The land trust is a consenting working partner in this project.

Participants

The participants and their roles, therefore, are as follows:

- Seth Kroeck and Maura Bannon, the proprietors of Crystal Spring Farm, are offering the site and will own the largest share of the solar array.
- Each of the participating members will own an undivided share (of varying size) in the total project, in accordance with each member's electricity needs and percentage share of the total investment. The members have formed the Crystal Spring Farm Community Solar Association, a nonprofit corporation to manage the project.
- Kroeck/Bannon have leased the farmland from the Brunswick-Topsham Land Trust, pursuant to a 50-year ground lease. As the fee owner of the land, the BTLT has entered into the host site lease (see below) for the limited purpose of consenting to the project.
- Kroeck/Bannon have entered into a host site lease with the association, so the association (and its members) have the right to build and manage the project.
- ReVision Energy, LLC has been selected by the Town of Brunswick for the Solarize Brunswick initiative, and also by the members of the association, as the installer of the project.
- ReVision Energy will own the project during construction only. Upon completion of the project it will be turned over to the eight members of the association, each of whom will receive a Bill of Sale for his/her share of the project.
- As noted, the association will manage the project once it is installed and accepted by its members. Therefore the association is the applicant in the Special Permit application. The members, through the association, will be responsible for insurance, maintenance, and eventual removal of the project, at the end of its useful life. A list of association members is included in the supporting materials filed with the Special Permit application.

Project Physical Characteristics

A site plan, various schematics, and related drawings are included with the application. Please refer to these materials. The array will be located in pastureland at Crystal Spring Farm, on the south side of Pleasant Hill Road, near the intersection of Pleasant Hill Road and Woodside Road, on the west side of the intersection, near the old granite quarry. The photovoltaic panels will be mounted two high in a portrait pattern on a steel racking system.

There will be no concrete or other foundation. The racking system will be attached to steel posts pile-driven into the ground to a depth of about eight feet. As configured to fit this location, there will be five rows of varying lengths, slightly staggered to adhere to an existing fence line and the subsurface ledge conditions, each separated by about 18 feet. The longest rows (closest to Pleasant Hill Road) will be about 125 feet long and about 10 feet high. The bottom edge of the panels will be about 3.5 feet off the ground, to facilitate mowing. The panels will be tilted at a 35 degree angle and face south (away from Pleasant Hill Road.) The connection from the array to a nearby new power pole (to be installed by CMP) on Pleasant Hill Road will be underground. Although the solar panels will shed rain, there will be no impervious surface or access road associated with this installation.

There will be no moving parts, and limited maintenance associated with this installation. It will just sit there, quietly producing renewable energy from the sun for an estimated useful life of 30-40 years. The panels will not be shoveled in the winter. Since the panels will face away from Pleasant Hill Road, there will be no glare to distract travelers on this arterial.

The association plans to put some educational materials up about the project, either on the steel racking system or perhaps on a tasteful free-standing display. One purpose of the project is to provide educational materials about the virtues of solar energy and inspire others to convert to this clean, renewable source of electricity.

The array clearly will be associated with Crystal Spring Farm, as a model of how local agricultural producers can “go solar.” The participants and the BTLT also are hopeful this may be a replicable model for other rural landowners and land trusts, and the signage and educational materials will provide information of this nature.

The array will be buffered on Pleasant Hill Road side of the array (the north side) by some tree plantings and/or other greenery, featuring evergreens of various types in a staggered configuration to present a “natural” look.

Abutter Considerations

The project (same total size) originally was proposed on the east side of Woodside Road, in a different configuration (two longer rows, same total number of panels). This was the subject of a Planning & Development Department staff review on June 22. At that meeting, some of the abutters attended and asked for the project to be relocated to an alternate site. The possibility of introducing green buffering also was discussed. As a result, the project has been moved to the currently proposed location, the array has been reconfigured into the shorter five-row design shown in the site map, and vegetative buffering has been added to the plan. Seth Kroeck and the association also hosted a neighborhood meeting to discuss the new location.

Project Impacts and Benefits

The project will have near zero site and local environmental impacts. There will be no access road, no excavation or other ground work, no foundation, no noise, and no moving parts (i.e., this will be a fixed array). The farmland all around the array will be useable as pasture, and the array purposefully has been located to not take up any space on ground suitable for row crops.

The overall environmental impact is designed to be positive, although admittedly small due to the small scale of the project. The project will eliminate about 100,000 pounds per year of CO₂ that would be produced from fossil fuel generation of this amount of electricity. This is meant to be a leadership project, showing the way toward a “greening” of agricultural and residential electricity use, with accompanying information about what kinds of actions are necessary to mitigate climate change and undertake similar projects.

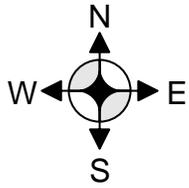
To summarize some of the potential benefits:

- Support local agriculture in a high-visibility manner, pointing the way to the use of solar power on other farms.
- Lead in the conversion of Crystal Spring Farm to green power, plus the production and use of solar power for the other participants, who otherwise would not have access to it (demonstrate the utility of community solar projects).
- Provide an opportunity to educate people on the value of solar electricity and an example of how to obtain it.

- Fulfill broader community development and environmental educational objectives (e.g., neighbor cooperation and local, small-scale production of electricity).
- Facilitate the acquisition by land trusts of interests in land from landowners who may have an interest in solar electricity generation as a use of their land.
- Provide a leadership example of why it is important to have supportive public policies in Maine for the development of solar electrical energy.
- Be an anchor project to help others realize the full benefits of the Solarize Brunswick initiative.

SLW

Revised 7-21-16



Crystal Spring Farm Community Solar Association – Project Description

SCHEDULE C – Site Map



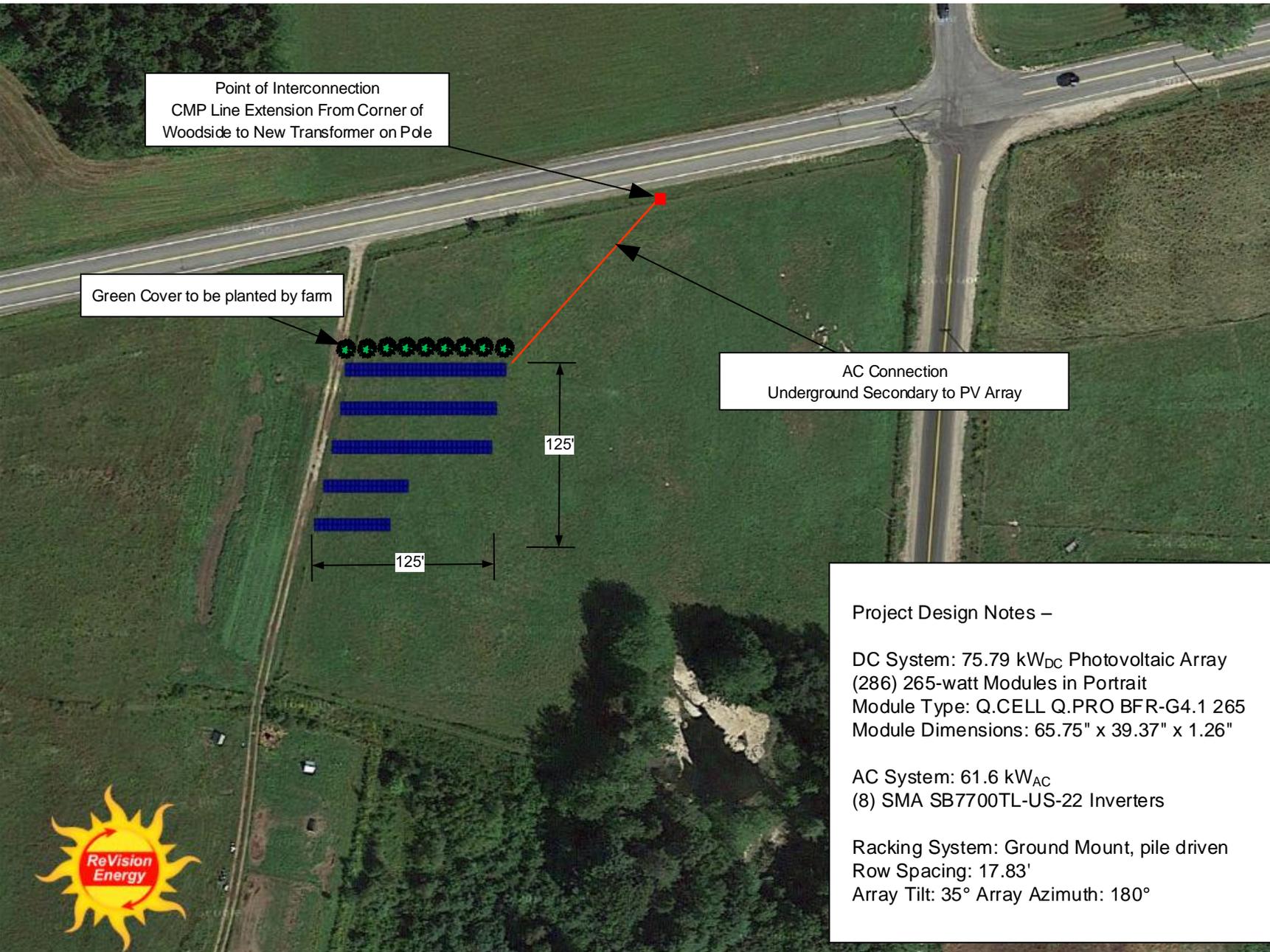
142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Customer Name:

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

Photovoltaic Array
Relocation option



Point of Interconnection
CMP Line Extension From Corner of
Woodside to New Transformer on Pole

Green Cover to be planted by farm

AC Connection
Underground Secondary to PV Array

125'

125'

Project Design Notes –

DC System: 75.79 kW_{DC} Photovoltaic Array
(286) 265-watt Modules in Portrait
Module Type: Q.CELL Q.PRO BFR-G4.1 265
Module Dimensions: 65.75" x 39.37" x 1.26"

AC System: 61.6 kW_{AC}
(8) SMA SB7700TL-US-22 Inverters

Racking System: Ground Mount, pile driven
Row Spacing: 17.83'
Array Tilt: 35° Array Azimuth: 180°



Designed by: JB

Date: July 11, 2016

SITE MAP

SHEET A01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.



Community Solar Farms

Cost-effective clean energy for your community

Technical Considerations for Community Solar Farm Sites



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Project Information

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

Community Solar Farm,
Photovoltaic Array

Drawing Name:

Cover Page

Page: 1 of 8
Drawn By: L. Brostek
Date: August 13, 2015
Rev. Number: 0

Project Design Notes:

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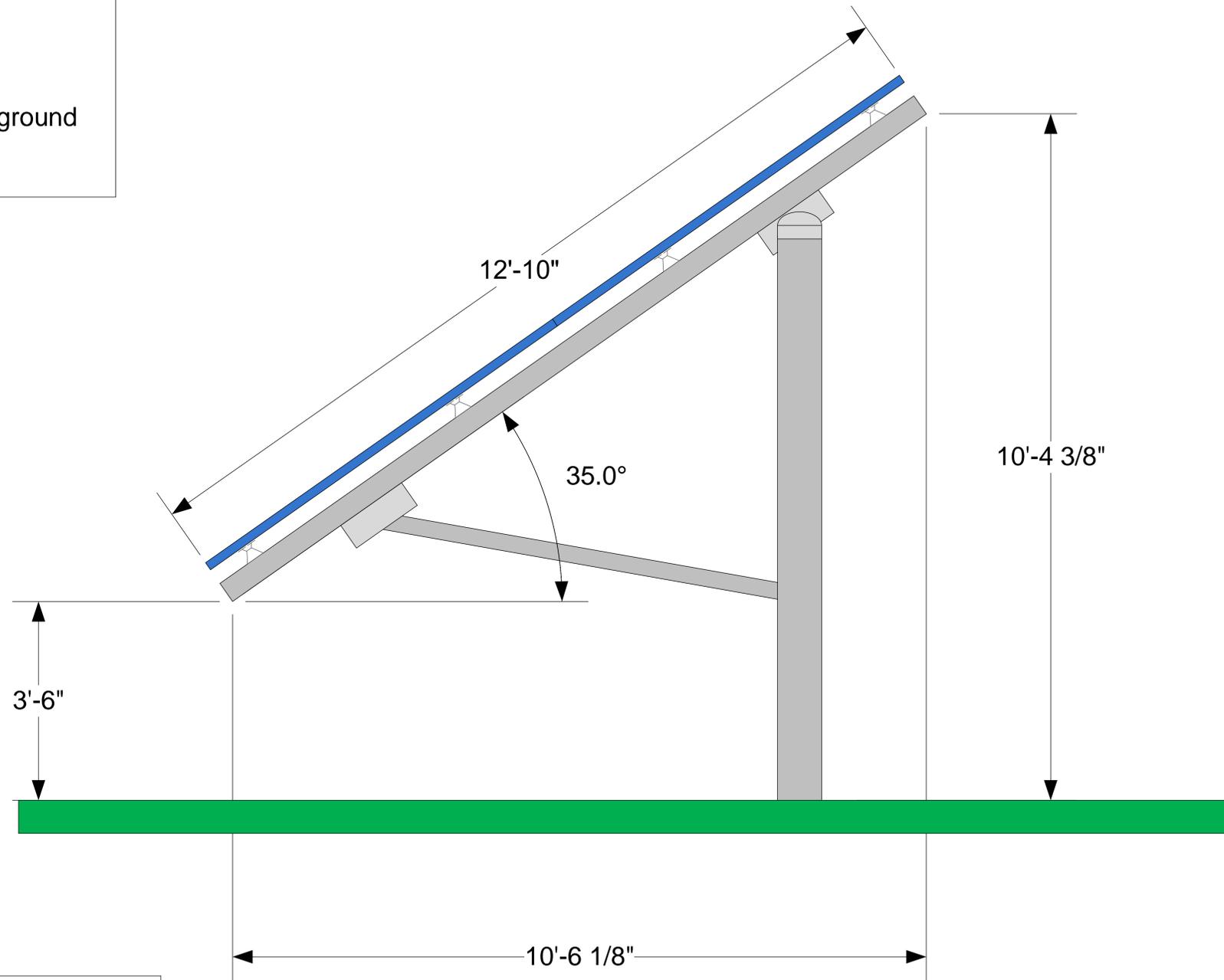
This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Professional Engineer Stamp of Approval:

Dimensions of Photovoltaic Array, Ground Mount Racking System, Side View:

Key Design Elements:

- South-facing (180° True)
- Array Tilt of 35°
- Leading Edge, 3'-6" from ground
- Driven Posts



72-Cell Photovoltaic Module:

- ReneSola 310W
- Model No. JC310M-24/Ab
- Dimensions 77.01" x 39.06" x 1.57"



142 Presumpscot Street
 Portland, ME 04103
 (207) 221-6342

Project Information

Crystal Spring Farm
 277 Pleasant Hill Rd
 Brunswick, ME 04011

System Type:

Ground Mount Photovoltaic Array

Drawing Name:

Ground Mount Profile

Page: 6 of 8
 Drawn By: L. Brostek
 Date: August 13, 2015
 Rev. Number: 0

Project Design Notes:

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Professional Engineer Stamp of Approval:

Inter-row Spacing Requirement (Shadow Distance):

To eliminate shading during peak sun hours, distance between rows shall be a minimum of **17'-4"** from the top of the front panel to the bottom of the back panel. Shading calculations are based on the sun's position and altitude angle over New England on Winter Solstice (21 December).



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Project Information

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

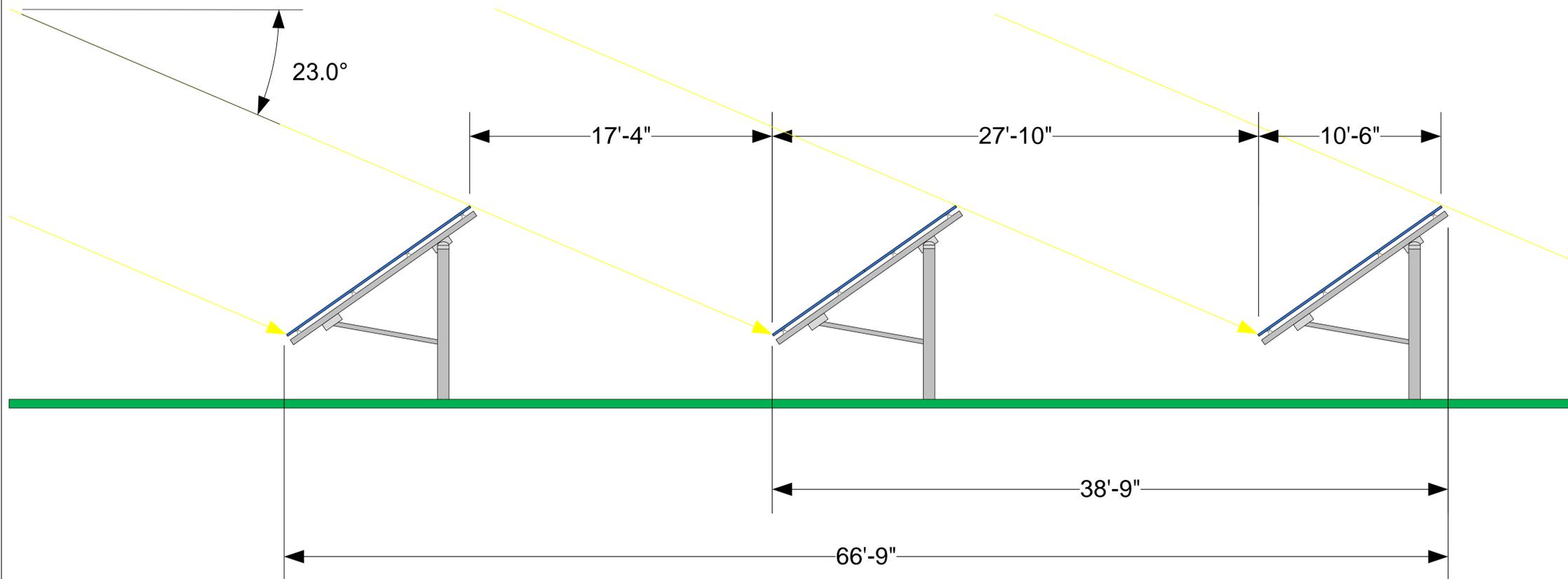
Ground Mount Photovoltaic Array

Drawing Name:

Inter-Row Spacing

Page: 7 of 8
Drawn By: L. Brostek
Date: August 13, 2015
Rev. Number: 0

Project Design Notes:



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Professional Engineer Stamp of Approval:



Professional design, installation and service of solar energy systems

Crystal Spring Farm Community Solar Association Project Description

February 23, 2016



Schedule A: Membership Information

Schedule B: Scope of Work

Schedule C: Site Map

Schedule D: One Line Drawing

Schedule E: Projected 10-Year Budget

Schedule F: Helioscope Production Estimate

Schedule G: Manufacturer's Warranties

91 West Main Street
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Exeter, NH 03833

(603) 679-1777

Schedule A- Member Information Sheet
Crystal Spring Farm CSA

| <u>Name</u> | <u>Ownership Status</u> | <u>Name on CMP Bill</u> | <u>Address</u> | <u>CMP Account Number</u> | <u>Email</u> | <u>Phone</u> | <u>Pymt</u> | <u>kW</u> | <u>Share %</u> | <u>Share Price</u> | <u>Solarize Discount</u> | <u>Discounted Share Price</u> |
|--|-------------------------|-------------------------|--|---------------------------|--|--------------|-------------|-----------|----------------|--------------------|--------------------------|-------------------------------|
| Seth Kroeck (& Maura Bannon) Pole/Barn | JWTROS | Seth D Kroeck | 277 Pleasant Hill Road, Brunswick, ME 04011 | 514-033-0143-015 | seth@crystalspringcsa.com | 207-729-1112 | Cash | 24.640 | 32.510% | \$97,715 | \$2,957 | \$94,758 |
| Seth Kroeck (& Maura Bannon) Farmhouse | JWTROS | Seth D Kroeck | 277 Pleasant Hill Road, Brunswick, ME 04011 | 514-045-7115-002 | seth@crystalspringcsa.com | 207-729-1112 | Cash | 8.733 | 11.523% | \$34,633 | \$1,048 | \$33,585 |
| Steven L Weems (& Susan) | JWTROS | Steven L Weems | 44 Thompson Street, Brunswick, ME 04011 | 514-003-6183-014 | slweems@gmail.com | 207-729-7624 | Cash | 8.421 | 11.111% | \$33,396 | \$1,011 | \$32,385 |
| Thomas Rumpf (& Annee Tara) | JWTROS | Thomas A Rumpf | 34 Belmont Street, Brunswick, ME 04011 | 514-003-4399-015 | trumpf@tnc.org | 207-725-1249 | Cash | 4.678 | 6.173% | \$18,554 | \$561 | \$17,993 |
| James & Jane Nichols-Ecker | JWTROS | James W Ecker | 67 Simpson's Point Road, Brunswick, ME 04011 | 514-001-3642-012 | jecker67@gmail.com | 207-729-0926 | Cash | 4.990 | 6.584% | \$19,790 | \$599 | \$19,191 |
| David Vail (& June) | JWTROS | David Vail | 1 Oakland Street, Brunswick, ME 04011 | 514-003-4897-015 | dvail@bowdoin.edu | 207-729-0879 | Cash | 2.495 | 3.292% | \$9,895 | \$299 | \$9,596 |
| Cathy Fogler (& Bruce Ketchum) | JWTROS | Catherine M Fogler | 17 Barrows Street, Brunswick, ME 04011 | 514-003-6130-012 | fogket@gmail.com | 207-729-4275 | Cash | 4.367 | 5.761% | \$17,317 | \$524 | \$16,793 |
| Michael Cain (& Debra VamVikites) | JWTROS | Michael L Cain | 321 Woodside Road, Brunswick, ME 04011 | 514-042-6649-003 | mcain@bowdoin.edu | 207-504-4594 | Cash | 14.347 | 18.930% | \$56,897 | \$1,722 | \$55,175 |
| Peter Simmons (& Charlotte Agell) | JWTROS | Peter J Simmons | 39 Columbia Avenue, Brunswick, ME 04011 | 514-003-5621-018 | peter@bowdoinfestival.org | 207-729-4546 | Cash | 3.119 | 4.115% | \$12,369 | \$374 | \$11,995 |
| | | | | | | | | 75.790 | 100.000% | \$300,566 | \$9,095 | \$291,471 |



Professional design, installation and service of solar energy systems

**Crystal Spring Farm Community Solar Association
Project Description
Schedule B: Scope of Work**

Project Location: 277 Pleasant Hill Road, Brunswick, ME 04011 as shown on site map in Schedule C.

Size: 75.79 kilowatts (kW)

Estimated Electrical Generation: 101,574 kilowatt hours (kWh)

Scope of Work. The scope of work for this project shall include the following:

1.1 Solar Farm. ReVision Energy shall provide all labor, materials and equipment for the construction of the above-named Solar Farm, to include:

- (286) QCell 265-watt, photovoltaic modules, or equivalent with 12-year workmanship warranty and 25-year manufacturer's warranty;
- (8) SMA 7700TL-US inverter, or equivalent, with integrated utility disconnects and Revenue Grade Metering and 10-year manufacturer's warranty;
- Solar Log 350 & GE Meter, with 10-year data cellular plan and Solar Log Web Monitoring Services;
- Site preparation and clean up;
- All materials necessary to mount and wire the solar electric system. This includes all disconnects, fusing, and metering to meet both the National Electrical Code and the NABCEP certification;
- Professional installation by ReVision Energy's Master Electrician and NABCEP certified solar technicians;
- Copies of all warranties and product manuals;
- One-time training to one or more Solar Farm members to operate and monitor the system, and to review the measurement and allocation of energy credits by the local utility.

1.2 Utility Interconnection and Permitting. ReVision Energy shall be responsible for managing and fees for the utility interconnection, to include:

- Application to the local utility for installation of a new electrical meter;
- Installation of a new, stand-alone electrical service for the solar farm;
- Interconnection and impact fees required to interconnect the solar farm to the utility electric grid;

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Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

14 Dixon Ave
Concord, NH 03301

(603) 415-0151

7 Commercial Drive
Exeter, NH 03833

(603) 679-1777



Professional design, installation and service of solar energy systems

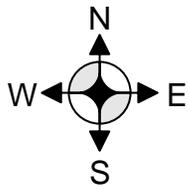
- Management of state and utility rebate applications and interconnection standards;
- Management of utility net energy billing application;
- Application fees for utility, state and local permits;

1.3 ReVision Warranty Coverage.

- 1.3.1 For a period of five (5) years following installation, ReVision Energy will repair, at no cost to the customer, equipment sold to the customer by ReVision Energy in accordance with the terms of the equipment manufacturer's warranty. Thereafter, ReVision Energy shall service warranties of manufacturers of equipment sold to the customer by ReVision Energy but the customer shall be responsible to pay the cost of ReVision Energy's labor.
- 1.3.2. For a period of five (5) years following installation, ReVision Energy warrants its workmanship supplied in connection with equipment purchased from, and installed by ReVision Energy. The customer shall pay the cost of ReVision Energy's labor to service or repair equipment purchased from a supplier other than ReVision Energy.
- 1.3.3. The customer shall be responsible to pay any costs other than labor to service or repair equipment installed by Revision Energy including, but not limited to, shipping charges in connection with parts that are not covered by the manufacturer's warranty.
- 1.3.4. The customer shall be responsible to pay all costs, including those for labor, equipment and materials, incurred by ReVision Energy to repair or service equipment purchased from us, but installed by others.

1.4 Exclusions. The following work shall be performed by others and shall be expressly excluded from the scope of work for this project:

- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Repair or replacement of damaged existing site conditions;
- Framing, supporting or any structural upgrades to roof or building;
- Site work (including trenching) unless specifically outlined in scope of work.



Crystal Spring Farm Community Solar Association – Project Description

SCHEDULE C – Site Map



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Customer Name:

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

Photovoltaic Array
Relocation option

Designed by: LB

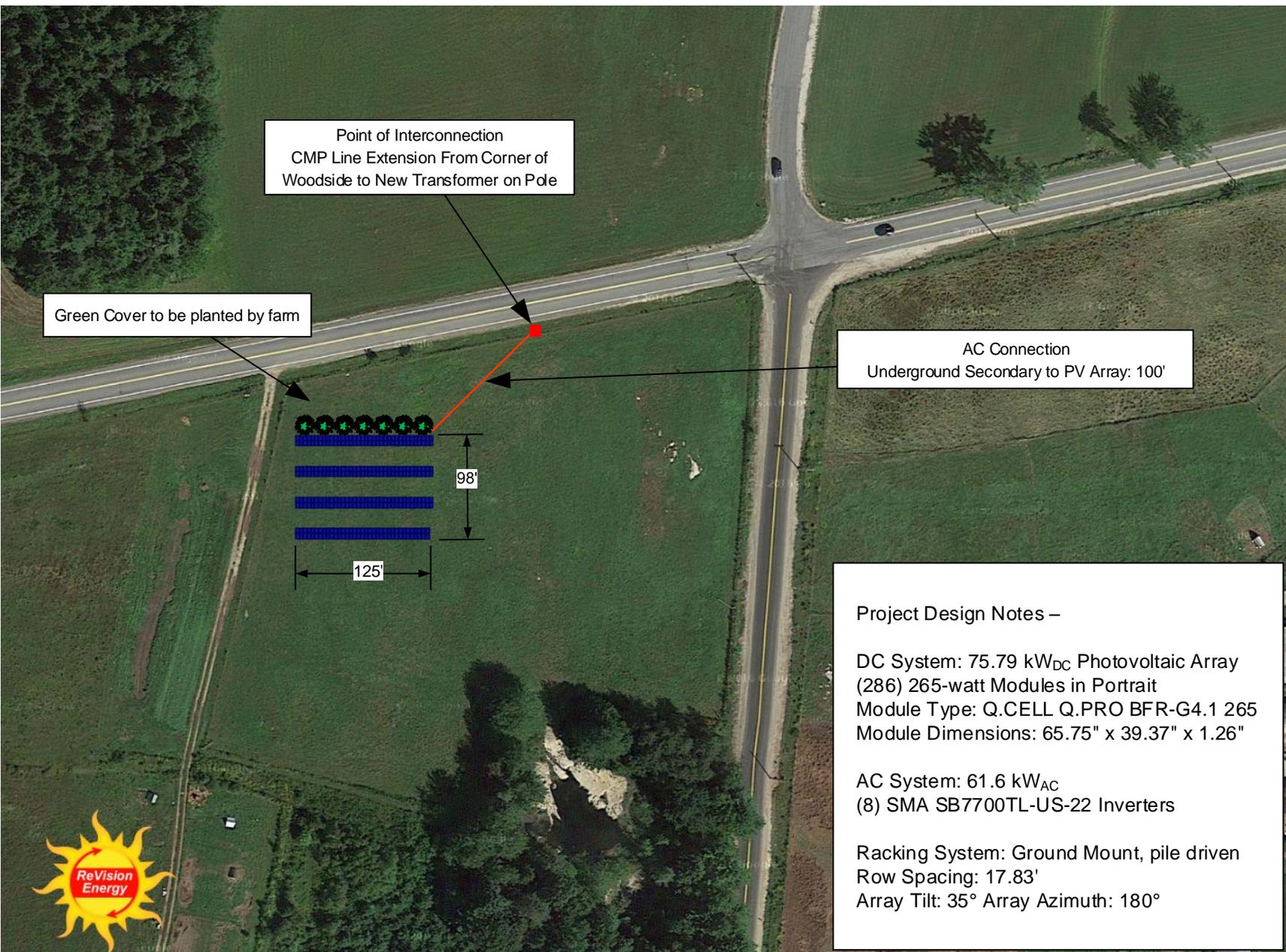
Date: June 30, 2016

SITE MAP

SHEET A01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.



Point of Interconnection
CMP Line Extension From Corner of
Woodside to New Transformer on Pole

Green Cover to be planted by farm

AC Connection
Underground Secondary to PV Array: 100'

98'

125'

Project Design Notes –

DC System: 75.79 kW_{DC} Photovoltaic Array
(286) 265-watt Modules in Portrait
Module Type: Q.CELL Q.PRO BFR-G4.1 265
Module Dimensions: 65.75" x 39.37" x 1.26"

AC System: 61.6 kW_{AC}
(8) SMA SB7700TL-US-22 Inverters

Racking System: Ground Mount, pile driven
Row Spacing: 17.83'
Array Tilt: 35° Array Azimuth: 180°



Crystal Spring Farm Community Solar Association – Project Description

Schedule D – One-Line Diagram



142 Presumpscot Street
Portland, ME 04103
(207) 221-6342

Customer Name:

Crystal Spring Farm
277 Pleasant Hill Rd
Brunswick, ME 04011

System Type:

75.79 kW_{DC}
Photovoltaic Array

Designed by: LB

Date: February 23, 2015

ONE-LINE DIAGRAM

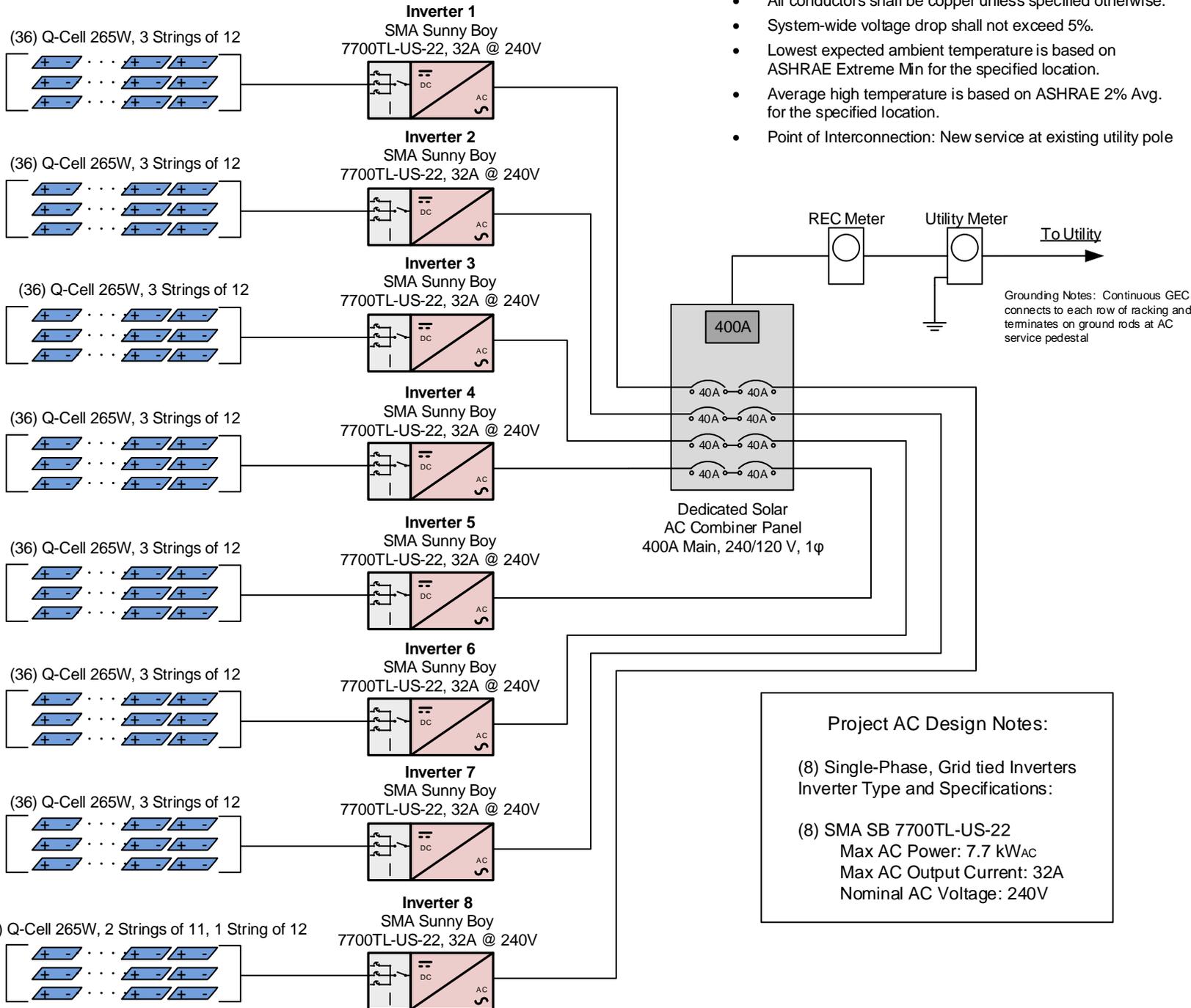
SHEET E01

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This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Electrical Design Notes

- All conductors shall be copper unless specified otherwise.
- System-wide voltage drop shall not exceed 5%.
- Lowest expected ambient temperature is based on ASHRAE Extreme Min for the specified location.
- Average high temperature is based on ASHRAE 2% Avg. for the specified location.
- Point of Interconnection: New service at existing utility pole



Project AC Design Notes:

(8) Single-Phase, Grid tied Inverters
Inverter Type and Specifications:

(8) SMA SB 7700TL-US-22
Max AC Power: 7.7 kW_{AC}
Max AC Output Current: 32A
Nominal AC Voltage: 240V

Crystal Spring Farm CSF
Project Description, Schedule E
Projected 10-Year Operating Budget

| Project Parameters | |
|-------------------------|--|
| 75.79 kW | |
| 101,574 kWh | |
| 1340.2 kWh/kW | |
| 0.50% Derate Factor | |
| 10 # of Years RECs sold | |

| Operating Budget | Rate | | CSF Total | \$/1 kW Share |
|---|-----------|-------------|----------------|----------------|
| | Variable | Fixed | | |
| INCOME | | | | |
| REC Sales (\$/MWH) | \$ 30.00 | | \$3,047 | \$40.21 |
| <i>(sale of RECs minted in Y1 become available in Y2, etc.)</i> | | | | |
| Total Income | | | \$3,047 | \$40.21 |
| EXPENSES | | | | |
| Real Estate Property Tax | \$ 360.00 | | | \$4.75 |
| Real Estate Property Tax Escalator | 2% | | | |
| Landowner lease payments (\$/year) | | \$ 1.00 | \$1 | \$0.01 |
| Insurance (general liability) | | \$ 1,000.00 | \$1,000 | \$13.19 |
| Insurance (property) | | \$ 925.00 | \$925 | \$12.20 |
| Electric Meter | | \$ 180.00 | \$180 | \$2.37 |
| Registration Fees (ME Sec of State) | | \$ 40.00 | \$40 | \$0.53 |
| Subtotal Expenses | | | \$2,146 | \$28.32 |
| Net Operating Budget | | | \$901 | \$11.89 |

Cumulative

| OPTIONAL EXPENSES | Total | \$/kW Share |
|-----------------------------------|-----------------------------|-----------------|
| Annual Inspection & Report | \$ 400 | \$ 5.28 |
| Director and Officer Insurance | \$ 750 | \$ 9.90 |
| Reserve Fund | | |
| CSF Administration | Shop Rate (\$75/hr in 2015) | |
| CSF Training (additional) | Shop Rate (\$75/hr in 2015) | |
| Subtotal Optional Expenses | \$ 1,150 | \$ 15.17 |

* REC prices subject to market variations.

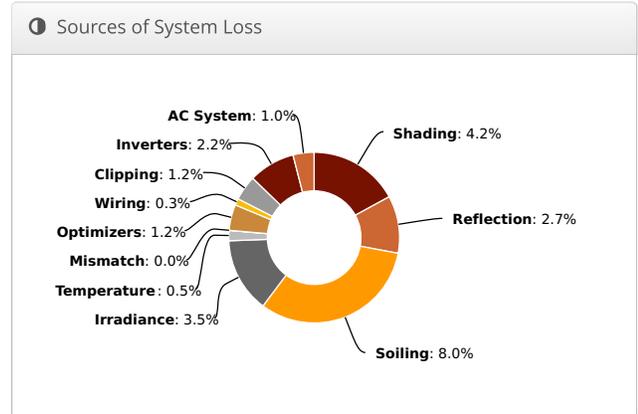
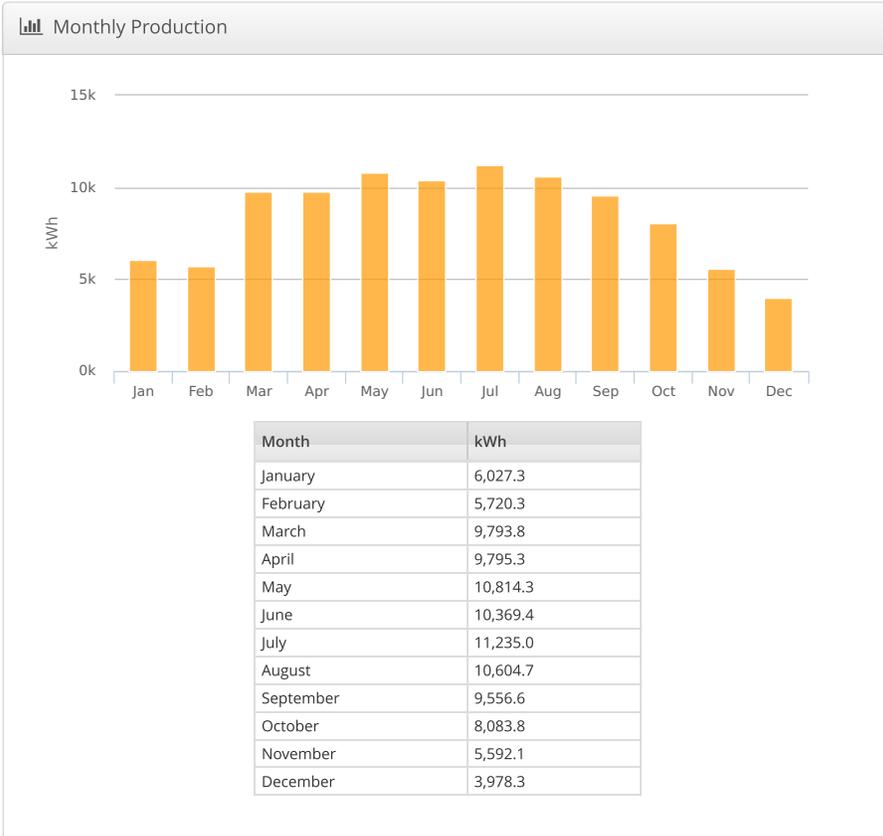
| Projected Annual Budget per 1 kW/Share | | | | | | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| \$0.00 | \$40.21 | \$40.00 | \$39.80 | \$39.61 | \$39.41 | \$39.21 | \$39.01 | \$38.82 | \$38.63 | |
| \$0.00 | \$40.21 | \$40.00 | \$39.80 | \$39.61 | \$39.41 | \$39.21 | \$39.01 | \$38.82 | \$38.63 | |
| \$4.75 | \$4.84 | \$4.94 | \$5.04 | \$5.14 | \$5.24 | \$5.35 | \$5.46 | \$5.57 | \$5.68 | |
| \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 | |
| \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | \$13.19 | |
| \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | \$12.20 | |
| \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | \$2.37 | |
| \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | \$0.53 | |
| \$33.07 | \$33.16 | \$33.26 | \$33.36 | \$33.46 | \$33.56 | \$33.66 | \$33.77 | \$33.88 | \$33.99 | |
| \$33.07 | \$7.05 | \$6.75 | \$6.45 | \$6.15 | \$5.85 | \$5.55 | \$5.24 | \$4.94 | \$4.63 | |
| | \$26.02 | \$13.79 | \$13.20 | \$12.60 | \$12.00 | \$11.39 | \$10.79 | \$10.18 | \$9.57 | |



Crystal Spring Farm CSA (75.79) Crystal Spring Farm CSF, 277 Pleasant Hill Rd Brunswick, ME 04011

| Report | |
|-----------------|--|
| Project Name | Crystal Spring Farm CSF |
| Project Address | 277 Pleasant Hill Rd Brunswick, ME 04011 |
| Prepared By | Lukas Brostek luke@revisionenergy.com |

| System Metrics | |
|-----------------------|---|
| Design | Crystal Spring Farm CSA (75.79) |
| Module DC Nameplate | 75.8 kW |
| Inverter AC Nameplate | 61.0 kW Load Ratio: 1.24 |
| Annual Production | 101.6 MWh |
| Performance Ratio | 78.4% |
| kWh/kWp | 1,340.2 |
| Weather Dataset | TMY, PORTLAND, NSRDB (tmy2) |
| Simulator Version | 153 (443094f0ad-ea93f843ef-fce6caf820-00aa14f623) |





| ⚡ Annual Production | | | |
|----------------------------------|-------------------------------------|-----------------------|------------------|
| | Description | Output | % Delta |
| Irradiance (kWh/m ²) | Annual Global Horizontal Irradiance | 1,440.9 | |
| | POA Irradiance | 1,708.3 | 18.6% |
| | Shaded Irradiance | 1,636.4 | -4.2% |
| | Irradiance after Reflection | 1,592.5 | -2.7% |
| | Irradiance after Soiling | 1,465.7 | -8.0% |
| | Total Collector Irradiance | 1,465.7 | 0.0% |
| Energy (kWh) | Nameplate | 112,159.2 | |
| | Output at Irradiance Levels | 108,235.8 | -3.5% |
| | Output at Cell Temperature Derate | 107,711.5 | -0.5% |
| | Output After Mismatch | 107,711.4 | 0.0% |
| | Optimizer Output | 106,410.6 | -1.2% |
| | Optimal DC Output | 106,083.6 | -0.3% |
| | Constrained DC Output | 104,845.4 | -1.2% |
| | Inverter Output | 102,581.0 | -2.2% |
| | | Energy to Grid | 101,571.0 |
| Temperature Metrics | | | |
| | Avg. Operating Ambient Temp | | 10.7 °C |
| | Avg. Operating Cell Temp | | 17.7 °C |
| Simulation Metrics | | | |
| | Operating Hours | | 4719 |
| | Solved Hours | | 4719 |

| ☁ Condition Set | | | | | | | | | | | | |
|-------------------------------|--|-------|---------|-------------------|-----|-----|-----|--------------------------|-------------------------------|-----|-----|------|
| Description | Condition Set | | | | | | | | | | | |
| Weather Dataset | TMY, PORTLAND, NSRDB (tmy2) | | | | | | | | | | | |
| Solar Angle Location | Meteo Lat/Lng | | | | | | | | | | | |
| Transposition Model | Perez Model | | | | | | | | | | | |
| Horizon Profile | Resource Conservation CSF - Horizon File.hor | | | | | | | | | | | |
| Temperature Model | Sandia Model | | | | | | | | | | | |
| Temperature Model Parameters | Rack Type | a | b | Temperature Delta | | | | | | | | |
| | Fixed Tilt | -3.56 | -0.075 | 3°C | | | | | | | | |
| | Flush Mount | -2.81 | -0.0455 | 0°C | | | | | | | | |
| Soiling (%) | J | F | M | A | M | J | J | A | S | O | N | D |
| | 14.4 | 31.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 26.1 |
| Irradiation Variance | 5% | | | | | | | | | | | |
| Cell Temperature Spread | 4° C | | | | | | | | | | | |
| Module Binning Range | -2.5% to 2.5% | | | | | | | | | | | |
| AC System Derate | 3.00% | | | | | | | | | | | |
| Module Characterizations | Module | | | | | | | | Characterization | | | |
| | Q.PRO BFR-G3 265 (2015) (Hanwha Q Cells) | | | | | | | | Default Characterization, PAN | | | |
| Component Characterizations | | | | | | | | | | | | |
| Device | | | | | | | | Characterization | | | | |
| SE7600A-US (240V) (SolarEdge) | | | | | | | | Default Characterization | | | | |
| P300 (SolarEdge) | | | | | | | | Mfg Spec Sheet | | | | |

| 📦 Components | | |
|--------------|--|-----------------|
| Component | Name | Count |
| Inverter | SE7600A-US (240V) (SolarEdge) | 8 (61.0 kW) |
| AC Panel | 8 input Panel | 1 |
| Combiner | 1 pole Combiner | 8 |
| Combiner | 3 pole Combiner | 8 |
| AC Home Run | 6 AWG (Copper) | 8 (954.8 ft) |
| AC Home Run | 4/0 AWG (Copper) | 1 (170.6 ft) |
| Strings | 10 AWG (Copper) | 24 (4,313.2 ft) |
| Optimizers | P300 (SolarEdge) | 286 |
| Module | Q.PRO BFR-G3 265 (2015) (Hanwha Q Cells) | 286 |

| 🔌 Wiring Zones | | | |
|----------------|----------------|-------------|--------------------|
| Description | Combiner Poles | String Size | Stringing Strategy |
| Wiring Zone | 4 | 12 | Along Racking |

| 🏠 Field Segments | | | | | | | | |
|------------------|------------|---------------------|------|---------|------------------|------------|--------|---------|
| Description | Racking | Orientation | Tilt | Azimuth | Intrarow Spacing | Frame Size | Frames | Modules |
| Field Segment 2 | Fixed Tilt | Vertical (Portrait) | 35° | 170° | 17.8 ft | 2x1 | 143 | 286 |

Crystal Spring Farm Community Solar Association Site Lease Agreement

This Site Lease Agreement ("**Agreement**") is made and entered into by Crystal Spring Farm Community Solar Association (hereinafter the "Association"), and Seth Kroeck and Maura Bannon, collectively the "Host" listed below, each of which may be referred to herein individually as a "Party" or collectively as the "Parties." The Host has leased land on which a solar photovoltaic electric generation property (the "**System**") will be located from the Brunswick-Topsham Land Trust ("BTLT" or the "Trust"), which is consenting to the Host to enter into this Agreement pursuant to its lease with the Host.

| | | | |
|-------------|---|------|--|
| Association | Crystal Spring Farm Community Solar Association 44 Thompson Street, Brunswick, ME 04011 | Host | Seth Kroeck and Maura Bannon 277 Pleasant Hill Road Brunswick, Maine 04011 |
|-------------|---|------|--|

ASSOCIATION MEMBERSHIP

The members of Crystal Spring Farm Community Solar Association are listed in the attached Exhibit A.

SITE

The Site is described in the attached Exhibit B.

NOTICES

Except as otherwise provided for herein, all notices or other communications under this Agreement shall be delivered pursuant to Section 13 and shall be addressed as follows:

| | | | |
|---------------------|--|--------------|--|
| Association Contact | Steven Weems | Host Contact | Seth Kroeck |
| Phone | 207-725-7282 | Phone | 207-729-1112 |
| Email | slweems@gmail.com | Email | seth@crystalspringcsa.com |
| Address | 44 Thompson Street Brunswick, ME 04011 | Address | 277 Pleasant Hill Road Brunswick, Maine 04011 |

RECITALS

Host is the lessee, pursuant to a long-term ground lease with the Trust, of certain real property referenced above (the "**Site**").

The Association wishes to (i) enable its Members to install, own, access, operate, maintain, repair, replace, and dispose of a solar photovoltaic electric generation property (the "**System**"), and control the growth of vegetation impacting the performance of the System, which System will be located on a portion of the Site for the purpose of generating electricity for use by the Members of the Association pursuant to a separate Net Energy Billing Contract between the Association and the UTILITY (the "**NEB Contract**"), and (ii) perform all of the Association's obligations set forth in the NEB Contract and (iii) to enforce all of Association's rights set forth in the NEB Contract (the "**Purpose**").

Host desires to make a portion of the Site available to the Association for this Purpose.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Lease. Host does hereby lease the above described Site for the Term defined in Section 2 to the Association and to the Association's agents, employees and contractors. Host provides an irrevocable, non-exclusive lease to access and use certain portions of the Site described above for the Purpose and to the extent that others have access and use of the Site, Host warrants that such access and use shall not adversely or materially affect the Association's rights. The Association may record a memorandum of this Agreement.
2. Term, Renewal and Removal. The Parties' rights and obligations under this Agreement are expressly conditioned upon the full execution of the NEB Contract and shall commence on the Effective Date of the NEB Contract. The initial term of this Agreement shall be thirty (30) years.
 - (a) Renewal. As long as the Association is not in default under this Lease beyond the applicable cure period, if any, at the time of the exercise, Host hereby grants the Association two (2) options to extend the initial term of this lease for an additional period of five years each (the "Options") on the same terms, covenants, and conditions of this Lease. The Association will exercise each Option, if at all, by giving the Host written notice (the "Option Notice") at least ninety (90) days before the expiration of the Initial Term, or Option period then in effect. The initial term and all renewal terms are referred to herein as the "Term."
 - (b) Holdover. Any holding over by the Association beyond the Term is prohibited without the prior written approval of the Host. Upon expiration of this lease at the end of the Term or if the Association fails to give the notice required by Section 2(a) above, if the Host and Association are unable to agree upon the terms of a new lease, then the provisions of Section 2(c) below regarding removal shall apply. If the Association is obligated under this section to remove the System and fails to do so within the time prescribed, then the Association shall be in default and the Host, after notice of default and expiration of the applicable cure periods set forth in Section 10(a) below, may remove the System at the Association's cost.
 - (c) Removal. Upon termination of this lease, the Association shall cause its members to remove the System and return the Property to Host in substantially the same condition as it existed prior to construction, except that the Association shall not be required to remove any equipment or improvements located underground. Such removal shall be completed within ninety (90) days following the expiration of the Term of this lease, during which time the Association shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.
3. Consideration. The Association agrees to pay Host an annual lease fee as specified in Exhibit C attached hereto.
4. Access. Host represents and warrants that the Site is accessible via public streets and existing drive over land of Landowner. Host hereby grants Association, its agents, employees and assigns, easements over, across, and through the Site for the Purpose, including, but not limited to, an easement for pedestrian and vehicular access the site from the public street and an easement to install, maintain, repair and replace such above and below ground utility lines and conduits as are reasonably necessary to achieve the Purpose. Host also acknowledges the System has broad agricultural farm benefits, plus additional community leadership and educational purposes, and reasonable access to the Site to fulfill these purposes shall be permitted. Notwithstanding its access rights to the Site, the Association agrees that it shall not otherwise unreasonably interfere with the use of the Property by the Host or the Trust.
 - (a) Coordination of Access. Association's activities shall not unreasonably interfere with Host's and Trust's normal business activities, which include, but are not limited to, haying and farming related activity and the Parties will cooperate to establish reasonable policies and procedures to coordinate ongoing maintenance, repair and operation of the System required under the NEB Contract.
 - (b) Solar Access. Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Association's performance of its obligations and a material term of this Agreement. Host shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation.

5. System Ownership. The Association Members are the legal and beneficial owners of the System. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed a part of, or fixture to, the Site. Host agrees that Association has the right to file a UCC-1 financing statement, a fixture filing or any other form of notice permitted by Law in the jurisdiction where the System is located confirming that Association owns the System. Host, as lessee of the Site, will obtain any necessary consent from the owner and confirm receipt of consent upon request of the Association.
6. System & Site Maintenance. The Association shall be responsible for maintenance of the solar equipment, including but not limited to the solar panels and their support structure, the inverter, the underground connection to the electricity grid, and related equipment. The Host shall be responsible for mowing around the System and maintaining reasonable access to it.
7. Estoppel and Subordination.
 - (a) Estoppel. Host and Association each agree, within ten (10) days after a request by the other Party, to execute and deliver to the requesting party a statement, in writing, certifying (if such be the case) (i) that this Agreement is in full force and effect, (ii) the date of commencement of the Term, (iii) that there are no uncured defaults by the other Party or, if such defaults are claimed, stating the facts giving rise thereto, (iv) the Association and/or its members own the solar array as personal property and (v) other similar matters as may be reasonably requested by the other Party or its financing party, mortgagees or prospective mortgagees.
 - (b) Subordination. Host represents to Association that the Site is not subject to any mortgages, deeds of trust, other security instruments conditions or restrictions (collectively, "**Superior Interests**") other than those Host disclosed in writing prior to the Effective Date of this Agreement. If Host desires to subject the Site to a Superior Interest after the Effective Date of this Agreement, Host shall notify the Association in advance in writing and shall obtain a non-disturbance agreement reasonably satisfactory to the Association from the holder of any such Superior Interest that shall provide that, in the event of any proceedings brought for the enforcement of any Superior Interest, the Association shall, upon demand by the Superior Interest holder but subject to the Association's rights of non-disturbance, attorn to and recognize such Superior Interest holder as Host under this Agreement. The Association acknowledges that this Agreement is subordinate to the Host's long-term ground lease and that the Agreement shall be subject to the terms and conditions of, and interpreted consistently with, the Host's long-term ground lease and any conflict in interpreting the terms of the two leases shall be resolved in favor of the underlying long-term ground lease.
7. Indemnification. To the fullest extent permitted by law, Host shall indemnify, defend, protect, save and hold harmless the Association, the Association's financing parties, and their respective affiliates, employees, officers, directors, members, partners, shareholders, agents, successors and assigns (the "**Association Parties**") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from (i) Host or Host's agents', representatives', vendors' or employees' actions, negligence, or willful misconduct or (ii) Host's failure to comply with any of the terms of this Agreement; provided, that nothing herein shall require Host to indemnify Association for its own gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
8. Environmental Indemnification. Association is not liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Site and the land beneath the Site. Accordingly, to the fullest extent permitted by law, Host agrees to assume full responsibility for and shall indemnify, defend and hold harmless the Association Parties from any and all liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Site and the land below the Site, except to the extent deposited, spilled or otherwise directly caused by Association of any of its contractors or agents. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

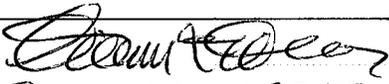
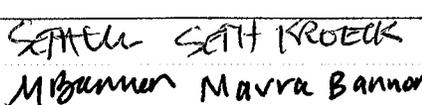
9. Limitation of Liability. WITH THE EXCEPTION OF THIRD PARTY CLAIMS ARISING UNDER SECTION 7, ANY CLAIMS ARISING UNDER SECTION 7 AND ANY CLAIM BASED ON THE FRAUD OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.
10. Default. The occurrence of any of the following shall be an event of default under this Agreement (each, an “**Event of Default**”):
- (a) Failure to Perform Material Obligations. Failure of a Party to perform any material obligation under this Agreement and such failure continues for a period of fifteen (15) days from such Party’s receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
 - (b) Property Rights of Host. Host loses its right to occupy and use any portion of the Site and which the Association determines materially affects its property interest and intended purpose.
 - (c) Default. The Association is in default under the NEB CONTRACT, after the expiration of any applicable notice periods and cure rights, if any.
 - (d) Unauthorized Transfer by Host. Host assigns or transfers its rights and obligations under this Agreement in violation of s.12(a).
 - (e) Bankruptcy Event. Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
 - (f) Subordination. Host fails to comply with Section 6(b) of this Agreement.
11. Remedies. Upon the occurrence of an Event of Default by a Party, and the expiration of any applicable cure and notice periods, the non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party. Other than those damages exempted under Section 9, the prevailing party shall be entitled to recover any damages accruing as a result of default, including attorney fees and costs.
12. Assignment.
- (a) Assignment by Host. Host may not assign or transfer its rights and obligations under this Agreement without the Association’s prior, written consent except for any transfer to a successor farmer of CSF or BTLT pursuant to the bylaws of the Association.
 - (b) Assignment by Association. At any time during the Term of this Agreement the Association may sublease or license its rights hereunder to its Members without Host’s consent or prior notice to Host. Any other assignment or sublease shall not be permitted without the prior written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.
 - (c) Collateral Assignment by Association. The Association may, at any time during the term of this Agreement, without Host’s consent and without having to provide notice to Host, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to a Financing Party (and in connection therewith, upon request, Host shall execute and deliver to Financing Party a consent to collateral assignment agreement or similar agreement); provided, however, that any such collateral assignee shall not be obligated to assume Association’s obligations under this Agreement unless and until such collateral assignee shall foreclose or otherwise realize Association’s obligations upon such collateral assignment; provided, further,

that any such assignment shall be subject to the terms of such consent to collateral assignment agreement.

13. Notices. Except as otherwise provided for herein, all notices or other communications under this Agreement shall be in writing and shall be delivered by (i) hand, or (ii) first-class mail, or (iii) recognized express courier, or (iv) email message, addressed as set forth on page 1 of this Agreement.
14. Voluntary Relocation by Host. Host, at Host's sole expense, shall have the right to cause the Facility to be relocated to a different location on the Site or at a different site altogether reasonably acceptable to the Association. Host shall be solely responsible to pay all capital and operating expenses, including any required recapture or repayment of renewable energy incentives and any lost revenues or energy during the period the system is inoperative, incurred to relocate the system pursuant to this Section. Any replacement system shall be designed to meet the requirements for shared ownership net metering, and shall produce at least as many kilowatt hours per year as the Facility it replaces.
15. Insurance Coverage. At all times during the Term, the Association shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The Association shall name Host and Trust as additional named insureds on the Association's liability insurance for the Facility.
16. Real Estate Property Taxes. The Parties acknowledge the Site currently is taxed by the Town of Brunswick as farmland, and will be reclassified to facilitate this project. The Association shall be responsible for any increase in real estate taxes on the underlying ground covered by this Agreement, above and beyond the taxes that would have been incurred by the Host (and the Trust) under the farmland classification. This shall include but not be limited to any taxes, interest and penalties associated with the reclassification of the Site and on-going incremental taxes levied as a result of this reclassification.
17. Miscellaneous.
 - (a) Quiet Enjoyment. Host covenants and agrees that Association shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Host or any person claiming under Host
 - (b) Governing Law. The Laws of the state of Maine shall govern this Agreement without giving effect to conflict or choice of laws principles.
 - (c) Arbitration. The Parties shall attempt to amicably resolve any disputes arising from or relating to this Agreement. If the Parties are unable to amicably resolve a dispute within fifteen (15) days after the dispute arises, either Party may commence binding arbitration proceedings with the American Arbitration Association to be held in Portland, Maine. Judgment on an arbitrator's award may be entered in any court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.
 - (d) No Waiver. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
 - (e) No Liens. Host shall not suffer or permit the System to become subject to any lien, security interest or encumbrance for debt of any kind that may be owed by or demanded of Host.
 - (f) Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties.

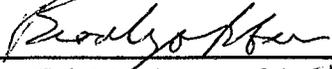
- (g) Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement
- (h) Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties
- (i) Severability. Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction
- (j) No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party (other than a Financing Party as set forth herein) or entitle any third party to any claim, cause of action, remedy or right of any kind.
- (k) Survival. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any express limitations of or releases from liability, shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion or expiration.
- (l) Successors and Assigns. Except as otherwise prescribed herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date that the last Party signs this Agreement (the "Effective Date").

| | | | |
|---|---|----------------------------|--|
| CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION | | SETH KROECK & MAURA BANNON | |
| Signature |  | Signature |  |
| Title President, CSF CSA | STEVEN L WEEMS President CSFCSA | Title | Host |
| Date | April 20, 2016 | Date | April 20, 2016 |

The Brunswick-Topsham Land Trust hereby joins in this Agreement for the sole purpose of confirming its consent to the Agreement as Owner of the Site and Landlord under the long term ground lease with Host and to acknowledge it will provide written notice to the Association in the event of any material default by Host arising under the long term ground lease which affects the Association's rights hereunder.

Brunswick-Topsham Land Trust



By: BRADLEY O. BABSON
Its: PRESIDENT

Exhibit A
Membership List of the
CRYSTAL SPRING FARM COMMUNITY SOLAR ASSOCIATION

Name:
Address:
Utility Account #
Percent Ownership:
Estimated Capacity (kW) and Annual Electrical Production (kWh)

Exhibit B
Property Description, System Location and System Design

Section B.01. Insert description of property, using description from Host's Deed

Section B.02. Insert description of system, to include Site Map, One Line Diagram, and Project Description

Exhibit C
Lease Payments

Section C.01. LEASE PAYMENTS

The Lease Payments to be paid by the Association to Host shall include the following compensation:

- (1) Annual Lease Payments: The Annual Lease Payments to be paid by the Association to Host shall be \$ 1.00.
- (2) Billing: Lease Payments shall be payable annually and shall be due and payable by the Association to Host on or before thirty (30) days after the beginning of commercial operations of the System, and the annual anniversary of the commercial operations date thereafter. Host may charge a late fee equal to 1% of the amount due from the Association during any month or any fraction thereof that a Lease Payment is late.



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

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

ANNA BREINICH, FAICP
DIRECTOR OF PLANNING & DEVELOPMENT

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

MEMORANDUM

TO: Planning Board
FROM: Jeremy Doxsee, AICP, Town Planner
DATE: July 26, 2016
RE: Site Plan Amendment: Tao Yuan Addition

DRAFT AMENDMENT

Project Name: Tao Yuan Site Plan Amendment (Amending Case #15-014)
Address: 22 Pleasant Street
Brunswick, ME 04011
Case Number: 16-031
Tax Map: Map U13, Lot 52
Zoning: Town Center 1
Applicant: Cecile Stadler/Cara's Place LLC
109 Holland Drive
Phippsburg, ME 04562
Authorized Representative: Greg Simard, General Contractor
PO Box 942
Brunswick, ME 04011-0942

Staff reviewed the application and has made a determination of completeness.

PROJECT SUMMARY

Staff review is based on the application submitted by the applicant, revised most recently on July 22, 2016. The application includes updated building renderings, elevations, floor plans, and a site plan as follows:

1. Sheet A1.1 developed by David Matero entitled, "Proposed First Floor Plan" dated July 21, 2016
2. Sheet A1.2 developed by David Matero entitled, "Proposed Greenhouse Plan" dated July 21, 2016

3. Sheet A1.3 developed by David Matero entitled, "Proposed Basement Plan" dated July 21, 2016
4. Sheet A2.1 developed by David Matero entitled, "Proposed South & East Elevations" dated July 21, 2016
5. Sheet A2.2 developed by David Matero entitled, "Proposed North & West Elevations" dated July 21, 2016
6. Sheet A3.1 developed by David Matero entitled, "Building Sections" dated July 21, 2016
7. Sheet A4.0 developed by David Matero entitled, "Perspective Model Views" dated July 21, 2016
8. Sheet 1 developed by Sitelines, PA entitled, "Site Development Plan" dated April 7, 2014 and revised most recently on July 21, 2016

The proposed amendment is the most recent of several approved development review proposals for the parcel including a restaurant and greenhouse. The most recent approval is Case #15-014 which included the construction of the greenhouse. The proposed amendment would modify the approved construction of a two-story commercial building on an existing foundation at 5 Abbey Road, to house a new commercial kitchen and office space. The second floor would continue to house a greenhouse in support of the Tao Yuan Restaurant. The proposed commercial kitchen would serve a new first-floor retail and café use.

The proposed development was reviewed by the Staff Review Committee (SRC) on July 13, 2016. The new bakery and retail use was considered by the SRC to be a minor change to the required parking requirement but advised that the Planning Board would need to approve the change as some increase of the use of the site by additional patrons is expected, and the available on-site parking is below the amount of parking required by ordinance. The applicant provided a parking analysis in accordance with the Brunswick Zoning Ordinance provisional parking requirements that includes areas of available parking on-site and within the vicinity of the proposed development. A representative from the abutting condominiums at 15 Abbey Road (Map U13, Lot 95) asked the applicant to address light from the greenhouse during the night, access to their shared driveway to the condominiums, specifically, with regard to snow storage and removal at the shared driveway (between Map U13, Lot 52 and Map U13, Lot 95), and any sound disturbance expected from the proposed commercial kitchen exhaust fan. The applicant addressed each item for the public during the SRC meeting, and provided additional supporting documentation within the most recent version of the application. One notable change to the application is that the proposed exhaust fan was removed from the exterior wall that faces the aforementioned condominium and onto the roof with an internal exhaust structure upon the advice of the Deputy Fire Chief. As part of the previous approval, a photometric plan was required to determine if there are sufficient lighting levels in and around the proposed building. The lighting photometric plan was discussed by the SRC and the applicant indicated that lighting photometric plan would be provided. A condition of approval will be added that a photometric plan be submitted for the proposed development.

The proposed activity was conditionally approved by the Village Review Board (VRB) on July 19, 2016. As conditioned, the applicant is required to provide to the Director of Planning and Development with acceptable specifications for residential style cut-off lighting fixtures for review.

The Bicycle and Pedestrian Advisory Committee (BBPAC) review the proposal on July 21, 2016 and advised that the proposed bicycle and pedestrian access and safety were sufficiently addressed with the noted paint striping for crosswalks, and the proposed bike rack. The BBPAC further advised the applicant to consider additional bicycle racks if space is available on-site, and that bicycle parking beneath the building where employees are proposed to be located is preferred for inclement weather.

APPROVED MOTIONS
TAO YUAN ADDITION SITE PLAN AMENDMENT
CASE NUMBER: 16-031

- Motion 1:** That the amended Site Plan application is deemed complete.
- Motion 2:** That all applicable prior conditions relating to this amendment remain in effect, in addition to any new conditions contained herein.
- Motion 2:** That the amended Site Plan application is approved with the following conditions added to prior conditions currently in place:
1. That the Board's review and approval does hereby refer to the plans and materials submitted by the applicant and the written and oral comments of the applicant's representatives, reviewing officials and members of the public as reflected in the public record and that 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 review and approval in accordance with the Brunswick Zoning Ordinance.
 2. Prior to issuance of a building permit, a photometric plan shall be submitted for the proposed development to the satisfaction of the Directors of Public Works and Planning and Development.

* Please note that Development Review Site Plan approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).

APPROVED FINDINGS OF FACT
Major Development Review
Amended Site Plan for Tao Yuan Restaurant
Meeting Date: April 14, 2015

Project Name: Tao Yuan Site Plan Amendment
Address: 0 Abbey Road
Brunswick, ME 04011
Case Number: 15-014
Tax Map: Map U13, Lot 095/1-3
Zoning: Town Center 1
Applicant: Cecile & John Stadler/Cara's Place LLC
109 Holland Drive
Phippsburg, ME 04562

Authorized

Representative: Kate Holcomb
509 Cumberland Ave, # 5
Portland, ME 04101

Staff reviewed the application and determined it is complete

PROJECT SUMMARY

Staff review is based on the following application materials:

- Application cover letter from Kate Holcomb, dated April 1, 2015.
- Application letter from Sitelines, PA, dated March 3, 2015.
- Major Development Review application and checklist, undated.
- VRB Approved Findings of Fact, dated March 17, 2015.
- Staff Review Committee meeting notes, dated March 26, 2015.
- Amended site plan approval memo, dated May 22, 2014.
- Five (5) Sketch Up renderings of the greenhouse elevations, undated.
- Ability to Service letter from the Brunswick & Topsham Water District, dated February 24, 2015.
- Ability to Service letter from the Brunswick Sewer District, dated February 25, 2015.
- Letter from property abutter Andy Friedman, undated.
- Sheet 1 by Sitelines, PA, entitled Site Development Plan, revised March 31, 2015.
- Lighting Plan by Sitelines, PA, dated April 7, 2015.

The Board will review and take action on a Major Review Amended Site Plan application, submitted by Cecile and John Stadler/Cara's Place LLC. A prior

amendment was approved on May 27, 2014. The applicant has submitted a project narrative, which is attached.

The following waivers have been requested by the applicant:

1. Topography with contour intervals. *No grading proposed. Site all impervious.*
2. Profile, cross-section dimensions, curve radii of existing streets. *No changes proposed to Pleasant Street or Abbey Road.*

Staff recommends approval of the requested waivers.

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.1 Ordinance Provisions

The proposed development complies with all applicable standards of the Town Center 1 (TC1) Zoning District. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.2 Preservation of Natural Features

There are no wetlands, surface waters, wildlife habitats, steep slopes, or other natural resources on the property. The development does not occur within or cause harm to any land which is not suitable for development. *The Board finds that the provisions of Section 411.2 are satisfied.*

411.3 Surface Waters, Wetlands and Marine Resources

No water bodies, streams, wetlands or vernal pools are identified on the site. The project will not cause any undue adverse impact to the Water Street Urban Impaired Stream, or the general water quality of Casco Bay or its estuaries. *The Board finds that the provisions of Section 411.3 are satisfied.*

411.4 Flood Hazard Areas

The FEMA Flood Insurance Rate Map indicates that the project is not located within a FEMA flood hazard area, and so there is minimal risk of flooding. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.5 Stormwater Management

The existing site is entirely impervious. The applicant is proposing to capture rainwater from the greenhouse structure and divert into cisterns, to be stored in the basement of the new structure. The Town Engineer has reviewed the application and concurs that proposed rainwater capture is in accordance with the latest Maine DEP Best Management Practices Design Manual. *The Board finds that the provisions of Section 411.5 are satisfied, with the condition that, prior to issuance of a building permit, a note shall be added to the plan stating that rain and melt water will be collected from the greenhouse structure and diverted into cistern(s) in the basement.*

411.6 Groundwater

The new building will continue to be serviced by public water and sewer. The Board finds that the development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.7 Erosion and Sedimentation Control

The existing site is entirely impervious. No grading is proposed. *The Board finds that the provisions of Section 411.7 are satisfied.*

411.8 Sewage Disposal

The new building will continue to be serviced by public water and sewer. A letter from the District confirming capacity to serve the project is included in the packet. *The Board finds that the provisions of Section 411.8 are satisfied.*

411.9 Water Supply

The new building will continue to be serviced by public water and sewer. A letter from the Brunswick-Topsham Water District confirming capacity to serve the project is included in the packet. *The Board finds that the provisions of Section 411.9 are satisfied.*

411.10 Aesthetic, Cultural and Natural Values

This site is not located within a Coastal Protection Zone or Natural Resource Protection Zone, but it is located within the Village Review Zone. The Village Review Board reviewed the proposed structure and issued a Certificate of Appropriateness at their March 17, 2015 meeting. The approved Findings of Fact are attached. Overall, the proposed project will not have undue adverse effects on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Departments of Environmental Protection and Inland Fisheries & Wildlife or by the Town of Brunswick, or rare and irreplaceable natural areas. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.11 Community Impact

There will be no significant change in water use, sewage disposal, or solid waste disposal facilities associated with the new structure. There should also be no significant change in traffic flow or parking, as the accessory structure is intended to support the existing restaurant. There will be no impacts to the public school system or Town recreation resources. No new impacts to public safety and public works resources are anticipated; municipal resources are available to service the project. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.12 Traffic

There should be no change in traffic flow or parking, as the accessory structure is intended to support the existing restaurant. The proposed development will not cause unreasonable public road congestion or unsafe conditions, and the traffic associated with the development shall maintain level of service within 200 feet of the existing curb-cut. *The Board finds that the provisions of Section 411.12 are satisfied, with the condition*

that, prior to issuance of a building permit, a parking layout plan shall be provided, to the satisfaction of the Director of Planning and Development.

411.13 Pedestrian and Bicycle Access and Safety

The building will have one primary entrance on Abbey Road. The building will generally not be open to the public, except for occasional showings. *The Board finds that the provisions of Section 411.13 are satisfied.*

411.14 Development Patterns

The infill development on an existing foundation will be respectful of Brunswick's historic development pattern and will have no adverse impact on adjacent uses. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.15 Architectural Compatibility

This site is located within the Village Review Zone, but is not within the Federal Street Historic District. The Village Review Board reviewed the proposed structure and issued a Certificate of Appropriateness at their March 17, 2015 meeting. The approved Findings of Fact are attached. The project is compatible in terms of size, scale, mass and design to that of this mixed use neighborhood. *The Board finds that the provisions of Section 411.15 are satisfied.*

411.16 Municipal Solid Waste Disposal

The intention of the new accessory structure is to support the existing restaurant. The aquaponic greenhouse is designed to produce very little waste. The development will have a negligible on the municipality's ability to dispose of solid waste. *The Board finds that the provisions of Section 411.16 are satisfied.*

411.17 Recreation Needs

A recreation impact fee is not required for this nonresidential accessory use. *The Board finds that the provisions of Section 411.17 are not applicable.*

411.18 Access for Persons with Disabilities

The proposed building will not be open to the public and is not required to be ADA compliant. *The Board finds that the provisions of Section 411.18 are not applicable.*

411.19 Financial Capacity and Maintenance

Materials regarding financial capacity have been submitted, but a letter of financial capacity from a bank is still required. *The Board finds that the provisions of Section 411.19 are satisfied, with the condition that, prior to issuance of a building permit, the applicant shall submit a letter from a bank verifying financial capacity, satisfactory to the Director of Planning & Development.*

411.20 Noise and Dust

During construction, work will be done in consideration of reasonable times and decibel levels, and in accordance with the Section 109 of the Brunswick Zoning Ordinance. Best Management Practices will be used in order to prevent dust migration during

demolition and construction. Upon project completion, the proposed development is not anticipated to contribute to unreasonable noise or dust. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

Cecile and John Stadler/Cara's Place, LLC, own the property, and have included a copy of the warranty deed, giving them sufficient right, title and interest to develop the land. *The Board finds that the provisions of Section 411.21 are satisfied.*

411.22 Payment of Application Fees

The applicant has paid all applicable development review application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

**APPROVED MOTIONS
TAO YUAN SITEPLAN AMENDMENT
CASE NUMBER: 15-014**

Motion 1: That the Major Development Review Amended Site Plan is deemed complete.

Motion 2: The Board waives the following requirements:

1. Topography with contour intervals.
2. Profile, cross-section dimensions, curve radii of existing streets.

Motion 2: That the Major Development Review Amended Site Plan is approved 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, its 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 a review and approval in accordance with the Brunswick Zoning Ordinance.
2. Prior to issuance of a building permit, the applicant shall submit a letter from a bank verifying financial capacity, satisfactory to the Director of Planning & Development.
3. Prior to issuance of a building permit, a note shall be added to the plan stating that rain and melt water will be collected from the greenhouse structure and diverted into cistern(s) in the basement.

4. Prior to issuance of a building permit, a parking layout plan with dimensions shall be provided, to the satisfaction of the Director of Planning and Development.

* Please note that Development Review Site Plan approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).

Approved Findings of Fact
22 Pleasant Street/5 Abbey Road – Tao Yuan Greenhouse/Café/Office
Request for Certificate of Appropriateness for Construction of a New Structure
Village Review Board
Approval Date: July 19, 2016

Project Name: 22 Pleasant Street/5 Abbey Road - Tao Yuan Greenhouse
Case Number: VRB -16-026
Tax Map: Map U13 Lot 052
Applicants: Cecile and Cara Stadler
Tao Yuan Restaurant LLC
22 Pleasant Street
Brunswick, ME 04011
207-299-2068
Property Owners: Cecile Stadler/Cara's Place LLC
109 Holland Drive
Phippsburg, ME 04562
207-389-2162
Authorized Rep: Kate Holcomb
509 Cumberland Avenue #5
Portland, ME 04101
978-821-3884

PROJECT SUMMARY

A Certificate of Appropriateness is requested to construct a two-story commercial building on an existing foundation at 5 Abbey Road located on the same lot and adjacent to Tao Yuan Restaurant (22 Pleasant Street). It is located in the Town Center 1 (TC1) Zoning District and the Village Review Overlay Zone, in somewhat of an eclectic neighborhood of 19th and 20th Century commercial and civic structures, as well as recently constructed townhouses. The Village Review Board reviewed and conditionally approved the original proposal March 17, 2015. The conditions were never satisfied and a Certificate of Appropriateness was not issued.

The building will house on the first floor a commercial kitchen and office to support the existing restaurant and new greenhouse, and a separate café/retail space. The proposed greenhouse will be located on the second floor. The basement level will contain employee-designated parking, storage area, laundry and fish tanks for the hydroponics component of the greenhouse. As stated by the applicant, the aim of the design is to integrate form and function to create an attractive and interesting one-of-a-kind building while demonstrating a new form of farm-to-table restaurant for urban settings. A description of structural use and construction materials is included in the application.

An application for a site plan amendment to the approved site plan has been submitted and will be considered by the Planning Board on July 26th.

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. As described in their application, the proposed addition will be finished with an exterior similar to that of the existing adjacent structures using two clapboard styles of Hardie-siding consistent with VRZ Design Guidelines. The existing foundation originally designed for basement level parking and three townhouse-style dwelling units matching those directly north of this development, will be reused as shown.**

The first floor front of the structure will include three doorways with casement style windows to appear as double-hung windows, with simulated lites, placed in-between. Doors consist of two panel and full glass doors. Material specifications have been provided for windows or doors.

A second story greenhouse made of polycarbonate material is proposed with a surrounding deck and railing generally consistent with VRZ Design Guidelines. The north end of the structure will be fully sided for Hardie-siding materials.

The south side of the structure visible from Pleasant Street is compatible in styling to the Tao Yuan building and will include solar panel "awnings." The rear and north side of the structure are more utilitarian in appearance, containing an additional entryway, stairway and garage entrance to the basement parking and storage area. Mechanical units will be placed to the north of the stairway located on the west side of the structure.

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 new structure attempts to complement the adjacent mix of new and historic architectural styles through design and materials.**
 - b. Alterations shall remain visually compatible with the existing streetscape. First floor building elements are visually compatible.**

- 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. *Not applicable.***
- d. New construction or additions shall be visually compatible with existing mass, scale and materials of the surrounding contributing resources. *The new structure is compatible to the adjacent residential – style structures in mass, scale and materials. The second-story greenhouse will be primarily transparent polycarbonate material with fiberglass beams and will be internally shielded at times by a horizontal “energy curtains.” The remainder of the structure will be constructed with compatible materials as mentioned previously.***
- 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. *The existing parking lot will be restriped to allow for perpendicular spaces, replacing the current angled parking, thereby gaining one additional parking space. Basement parking will be provided with the garage entrance accessible from the common driveway located on the northern property line.***
 - 2) Site plans shall identify pedestrian ways and connections from parking areas to public rights-of-way. *No change to pedestrian access is proposed.***
 - 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. *Dumpsters will continue to be located to the rear of the structure and are indicated to be enclosed. Enclosure material will be cedar stockade fencing.***
 - 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. *A kitchen exhaust fan will be vented through the roof of the greenhouse. The applicant has stated that the greenhouse venting fans will be place on the south side of the structure.***

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 of these materials are proposed for use on any visual portion of the structure, with the exception of the foundation as currently exists.*

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.

Hardie-siding, a composite non-wood material is proposed and has been previously approved for use by the Board.

c) Buildings with advertising icon images built into their design ("trademark buildings") are prohibited. *No trademark advertising icons are proposed to be built into the design of the building.*

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. *No additional signs are proposed.*

APPROVED MOTIONS
22 PLEASANT STREET/5 ABBEY ROAD
REQUEST FOR CERTIFICATE OF APPROPRIATENESS FOR
CONSTRUCTION OF A NEW STRUCTURE.
VILLAGE REVIEW BOARD
APPROVAL DATE: JULY 19, 2016

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

Motion 2: That the Board approves the Certificate of Appropriateness for the construction of a new structure at 22 Pleasant Street/5 Abbey Road 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 specifications shall be provided for residential style cut-off lighting fixtures for review and approval by the Director of Planning and Development.



Cara's Place LLC
109 Holland Drive
Phippsburg, ME 04562

| | | |
|------------------|--|---|
| Contacts: | <u>Building/Site</u> Cecile Stadler (207) 299-2068 cecile@tao-maine.com | <u>Greenhouse</u> Kate Holcomb (978) 821-3884 kholco@gmail.com |
|------------------|--|---|

July 5, 2016
July 21, 2016 (attachment list updated)

Mr. Jared Woolston
Town of Brunswick
85 Union St
Brunswick, ME 04011

**Re: Tao Yuan Greenhouse
5 Abbey Road
Tax Map U13-052**

Dear Mr. Woolston

Attached please find an amended Major Development Review Final Plan Application. This plan was previously approved by the Planning Board and Village Review Board back in April 2015. At that time, use of the ground level was partially TBD. We now have developed plans for the entire building. A brief description of the project and its history is included below.

We are proposing the construction of a two-story building on the existing foundation at 5 Abbey Road, with minimal changes to the footprint on the lot. This project has been before the Planning Board many times in the past; the building with an aquaponics greenhouse on the top level, fish tanks and parking on the basement level, was approved in April 2015. Since then we have incorporated feedback from the Town and have fully defined the ground level space. This building will now not only house greenhouse production and administrative space associated with Tao Yuan restaurant, it will also have a small retail space and bakery/café on the Abbey Road side of the building (see attached drawings for layout).

The basement will include parking, storage and workspace; the first floor will be offices, a kitchen, and a store-front; and the second story will be an aquaponics greenhouse, designed to sustainably produce ecologically-grown food, year-round. The kitchen on the first floor will support the growing business of the restaurant as well as the Abbey Road café.

After our 2015 Staff Review and meeting with the Village Review Board, we are aware of the stipulations and requirements necessitated by this project and will address these specific points briefly here.

Snow removal on this structure and in this tight lot has been a concern. The greenhouse industry standard practice for snow removal is to heat the greenhouse enough to melt the snow as it hits, so as to prevent any build-up before it becomes an issue. As the goal in this case is actually heat loss, we would have the energy curtain disengaged during storms (and lights off at night time, so light escaping will not be an issue). During the inevitable intense storms that would occasionally outpace this method, staff will be on hand to manually remove snow when needed. Wide decks on the east and west sides can handle significant snow build-up; we have spoken to our engineers about snow load, and they confirm that structurally, this will not be an issue. Lastly, as we will be hiring someone for snow removal for the parking areas around the restaurant, if we need to include removal off these decks, we will do so as well.

Questions have been raised concerning noise, specifically in regards to fans on the greenhouse. While there will be vents on the north (condominium-facing) side, the fans will be on the south side, closest to Tao Yuan. This is so that the cooler air from the North will be drawn through the structure; this design answers to production best practices, energy efficiency, and noise concerns.

The lighting plans— including exterior lighting, greenhouse lighting, and light pollution control—is an ongoing investigation, and we will provide information on our fixtures, methods of lighting, and greenhouse curtain materials as needed. A photometric plan including specifications on exterior fixtures and an analysis by Sitalines, PA is included in this packet.

Parking will increase in two ways. By widening the parking lot between Tao Yuan and the new building and eliminating angled parking, we will add 1 space (this will also remove the need for the hazardous driveway between Tao Yuan and the Post Office). Furthermore, we will be adding spaces for staff parking in the basement. In total, this will increase parking capacity overall by 7+ spaces.

As we move this project forward, we will provide any information the town requires to demonstrate our follow-through on the aforementioned plans.

Thank you.

Sincerely,



Cecile Stadler
Cara's Place LLC

Included materials:

1. Letter from owner, 7/1/2016, updated 7/21/2016
2. Letter from architect, 6/14/2016
3. Major Review Application & Checklist, 6/14/2016
4. Zoning Ordinance Ch.5 Point-by-Point, 7/1/2016
5. Water District – Ability to serve letter, 7/19/2016
6. Sewer District – Ability to serve letter, 7/20/2016
7. Email from Jeff Emerson re Sprinkler Req, 7/21/2016
8. Revised Architectural Drawings, 7/21/2016
9. Sitaline site plan, revised 7/21/2016

Unless included above,
all previously submitted materials still apply.

David Matero | Architecture



June 14, 2016

Anna Breinich
Director of Planning and Development
28 Federal Street
Brunswick, ME 04011

**RE: 0 Abbey Road
Tao Greenhouse
Village Review Board**

Dear Ms Breinich,

Attached please find an application for consideration by the Village Review Board. The original application, dated March 3, 2015, has been modified to better fit with a more realized plan of the entire building.

Many aspects are similar, if not exactly the same. A two-story building is proposed to be constructed on top of an existing foundation at 0 Abbey Road. A geotechnical report was recently provided by Summit Engineering which will allow us design the structure around those findings.

The intent of this project remains the same as the original submission. The aim is to integrate form and function to create an attractive and interesting one-of-a kind building while demonstrating a new farm-to-table restaurant for urban settings. This low-impact greenhouse will supply Tau Yaun (and its sister restaurant in Portland, Bao Bao Dumpling House) with fresh, year-round produce.

The footprint of the foundation (approximately 55' x 60') will remain intact. The basement will include parking, storage, laundry, and the fish tanks for the hydroponics component of the greenhouse.

The first floor will include a commercial kitchen and an office to support the greenhouse spaces as well as the neighboring Tao Yaun Restaurant. The first floor will also contain a small retail space to sell homemade pastries, coffee, and wine that can be consumed inside or taken out for purchase. There are approximately 18 seats in the retail space. The site has been modified in this area to provide an ADA ramp, as well as stairs to the first floor level of the retail space.

The second floor will house the "rooftop farm" and will be glazed with transparent polycarbonate panels.

The design of the greenhouse building has been slightly modified as more of a transitional design. The greenhouse sits between 2 ½ story townhouses and the Tao Yaun Restaurant which faces Pleasant Street.



Existing townhouse structure



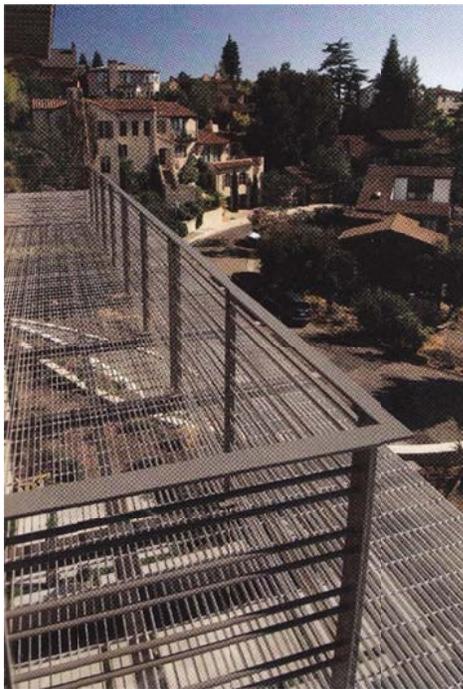
Existing Tao Yaun Restaurant

The existing design of the townhouses are traditional in nature, but with a more modern approach to its windows and busy façade treatments. The proposed

greenhouse design is a bridge between the residential nature of the townhouses and the commercial buildings along Pleasant Street. The attempt is to create a more contemporary approach to the building, to recognize its attempt to create a new idea of urban farming, and express that with more modern materials while still have a residential scale of its fenestration and its use of materials.

The glazing of the greenhouse is polycarbonate. The punched openings being proposed for the lower floors are Marvin Integrity fiberglass windows with simulated divided lites (interior and exterior muntins).

The doors to the retail space will be aluminum glass doors, while the doors to office will be half-glass.



There is a metal grate walk around the perimeter of the greenhouse to provide the ability for maintenance. This is being treated to seem “light” and see-through, and with the use of metal provide a more contemporary nature to the building.

The same railing is being proposed at the new ADA ramp and stairs to help tie building and site together with consistency.

The walkway is supported by curved metal brackets that evoke the curved nature of the greenhouse arch structure. These same curved brackets also support the thin roof structures over each of the doors to provide protection from the elements at the openings.

The roof that covers the entrance to the retail center highlights the corner of the building as it wraps around to the south façade to provide shading for the south facing windows. It also helps define the only public entrance to the building.

Also on the south façade is a line of PV solar panels, situated to not interfere with the greenhouse windows. It is hoped that solar panels will help offset the electrical use of the building, but is not sufficient to offset all of the electrical use.

The siding is broken into two horizontal bands. Fiber cement lap siding (clapboards) by Hardie is a durable siding that looks like wood clapboards, and comes pre-finished. Under this is a shiplap siding by Hardie that has a smoother face and provides a texture change to create a more linear façade that helps ground the greenhouse structure.

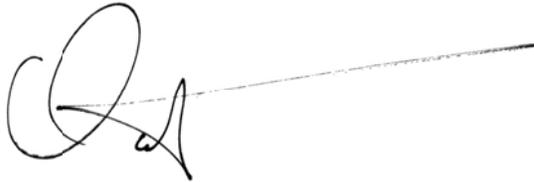
All trim will be Boral. Boral is a recycled poly-ash product that does not hold moisture so the paint will last a very long time. The product cuts, attaches, and looks like wood trim. Unlike PVC trim, it does not move nearly as much and has the visual characteristics of painted wood.

It is with excitement that we present this proposal to the Village Review Board. As you know, this project has been on the boards for some time, but it is much closer to realization now and, as you can see, the entire building is proposed to be utilized.

Please feel free to contact me with questions.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Matero', with a long horizontal line extending to the right from the end of the signature.

David Matero, AIA, LEED AP
Principal
david@davidmatero.com
207.671.6820

**MAJOR DEVELOPMENT REVIEW
FINAL PLAN APPLICATION**

1. Project Name: _____

2. Project Applicant

Name: _____

Address: _____

Phone Number: _____

3. Authorized Representative

Name: _____

Address: _____

Phone Number: _____

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

- 1. _____
- 2. _____
- 3. _____

5. Physical location of property being affected: _____

6. Lot Size: _____

7. Zoning District: _____

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

9. Assessor's Tax Map _____ Lot Number _____ of subject property.

10. Brief Description of proposed: _____

11. Describe Specific Physical Improvements to be Done: _____

Owner Signature: _____

Applicant Signature (if different): _____

Required Attachments (by Applicant):

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

Required Attachment (by Planning and Development Department):

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

FINAL PLAN REQUIREMENTS

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

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

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

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|--|--|--|--|--|--|--|
| For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the destiny standards in this Ordinance, the number of lots created by the Plan, and the number of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot. | | | | | | |
| Building envelopes showing acceptable locations for principal and accessory structures. | | | | | | |

FINAL PLAN/SUPPORTING DOCUMENTS

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

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

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

CHAPTER FIVE: DEVELOPMENT REVIEW PLAN STANDARDS

501 PRESERVATION OF NATURAL FEATURES AND NET SITE AREA

501.1 Natural Features

n/a

501.2 Net Site Area

n/a

502 FLOOD HAZARD AREAS

n/a

503 STEEP SLOPES & EMBANKMENTS

n/a

504 STORM WATER MANAGEMENT

A stormwater management assessment has been done by Sitelines (please see attached letter) and has found that existing drains are suitable for the proposed structure.

505 GROUNDWATER

This building will have no adverse affect on groundwater quality. All agricultural activities will follow organic, pesticide-free guidelines. Furthermore, as the vast majority of the water in the aquaponics system will be recirculating, we'll employ filtration systems in order to reuse water continuously.

506 EROSION AND SEDIMENTATION

100% impervious surfaces allowed on site.

507 SEWAGE DISPOSAL

507.1 Municipal Sewer

See attached willingness and ability to serve letter from the Brunswick Sewer District.

508 WATER SYSTEMS

508.1 Public Water System

See attached willingness and ability to serve letter from the Brunswick-Topsham Water District.

509 COMMUNITY FACILITIES IMPACT ANALYSIS

509.1 Impact Analysis

- A. See attached letter from the Brunswick Sewer District.
- B. See attached letter from the Brunswick-Topsham Water District.
- C. n/a
- D. n/a
- E. n/a
- F. Solid waste removal will be shared with Tao Yuan restaurant; we will continue to use a private company's services.
- G. See attached letter from Sitelines.
- H. n/a
- I. n/a

509.2 Demographic Description

n/a

510 DEVELOPMENT IMPACT FEES

Our previous major application review process did not diagnose any potential negative impacts on any municipal infrastructure. This building will have minimal impact on public systems.

511 DEVELOPMENT OF NEW STREETS

No new streets are being proposed.

512 OFF-STREET PARKING

This revised plan will increase parking capacity of the site by 7+ spaces.

Although we are building only on the Abbey Road location, it is our understanding that the Planning Board will be considering the parking plan for the entire lot (which includes Tao Yuan restaurant). Therefore, there are retail, office, warehouse, and restaurant standards at play-- the property does not fit neatly into any one category. However, our design intends to treat these businesses as complimentary-- sharing staff and infrastructure is fundamental to our plan. Throughout our design, we have strived to "balance the provision of adequate parking for the project under review while minimizing the development of visible paved areas" as laid out in the town zoning ordinance. As such, we have added significant staff parking in the basement of the proposed structure, which will serve employees of the new building as well as Tao Yuan restaurant. Furthermore, very few additional staff members will be added to the existing roster for the combined businesses, as the majority of operations will be run by current Tao Yuan employees.

It is important to note that Tao Yuan operates from 5pm to 9pm/10m Tuesday through Saturday. The proposed retail space, Bloom, will offer fresh baked goods, coffee, and wine to consume in-house and to

sell, will operate from 8am to 6pm. There is only an hour overlap between the restaurant and retail space.

Per Brunswick Zoning Ordinance, the proposed project would require the following:

Retail or Business use: 4 spaces per 1,000 sf of floor area and 1 space for every 4 seats: 900 sf = 4 parking spaces + 18 seats / 4 = 5 parking spaces for a total of 9 parking spaces.

Industrial / Warehouse (Greenhouse) use: 2 spaces per 1,000 sf of floor area: 2,530 sf = 3 parking spaces

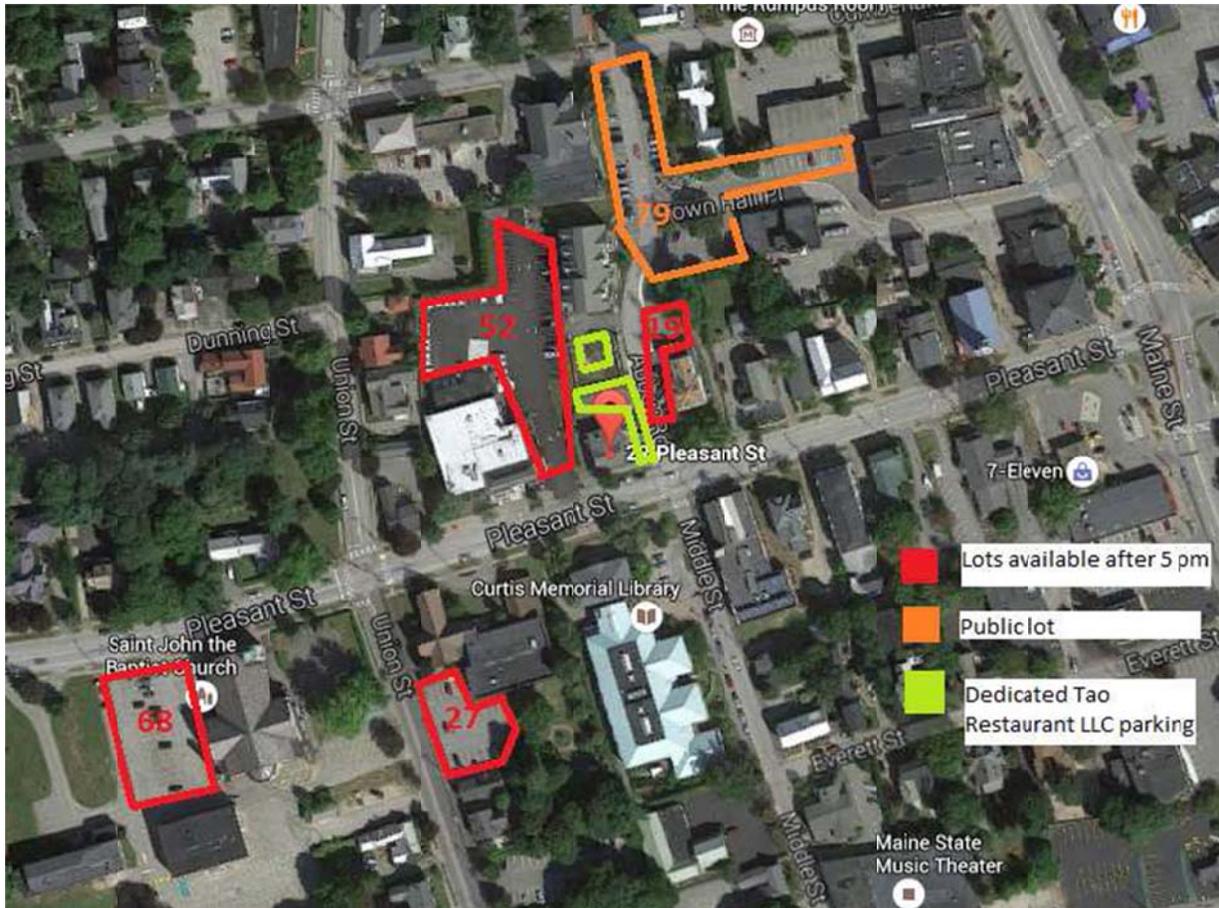
Office use: 3 spaces per 1,000 sf of floor area: 573 sf = 2 parking spaces

The office and greenhouse do not add parking to the site, those spaces have shared employees with Tao Yuan. 5 parking spaces would be required and at a minimum, 6 parking spaces are being added in the basement.

The proposed retail space is the true addition of parking to the site. Requiring a total of 9 parking spaces, there are 10 parking spaces available on site and an abundance of parking available on the street and in public parking lots.

In reviewing our parking plan, the Board should consider the following unique features of this site and our proposed project:

- In this downtown area, we expect many customers and staff to bicycle or walk; we are adding a bike rack to the site and we will maintain pedestrian-friendly sidewalks and crosswalks in our plan.
- The site is within walking distance of public transit such as the Brunswick train station and the Brunswick Explorer.
- There is on-street parking all along Pleasant Street
- There exist multiple parking lots within a short distance of this site. The public lot on Abbey Road near the fire station has 79 spots of either 2 hour or all day parking (see image below).
- Tao Yuan restaurant is open for dinner only, after 5 pm. At that time, surrounding buildings (such as the post office, town library, area churches, and the Brunswick business center) are no longer open and there is ample parking available-- totalling over 150 additional spots-- vastly more than our need (see image below).



512.3 Design of Parking Areas

We meet all standards for parking location and screening. There will be no parking on the street-facing side of the building. All exterior parking is in an existing parking area (between Tao Yuan and the new structure) and is simply being reconfigured for increased capacity. The additional staff parking we are adding will be completely hidden from view, in the garage.

512.4 Construction of Parking Areas

Parking areas will be paved.

512.5 Bicycle and Pedestrian Access and Circulation

- A. We are including a bike rack to serve staff as well as customers of both Tao Yuan and the new retail space.
- B. Sidewalks and crosswalks are shown on the site plan.
- C. n/a

512.6 Parking Plan Alternatives

See above discussion and image for parking alternatives.

513 CURB CUTS AND HIGHWAY ACCESS

n/a

514 OFF STREET LOADING REQUIREMENTS

Deliveries for the retail and kitchen space will be on a similar scale to those which Tao Yuan already receives. After construction is complete and equipment is on site, the greenhouse will not require any ongoing deliveries or out-loading, as Tao Yuan will be the primary customer. Therefore requirements for off street loading will not change.

515 APPEARANCE ASSESSMENT

This project has previously been approved by the VRB. With the recent design improvements (requiring us to return to both the VRB and Planning Board), we will be re-applying for our Certificate of Appropriateness at the July 19th meeting.

516 BUILDING CONFIGURATION

The building is oriented to face Abbey Road.

517 PRESERVATION OF HISTORIC RESOURCES

n/a

518 ACCESS FOR PERSONS WITH DISABILITIES

Our architect, David Matero Architecture, has ensured that the structure is ADA compliant, including a ramp entrance and an ADA bathroom. A set of stairs and an ADA compliant ramp will be added to allow ADA access to the retail space.

519 RECREATIONAL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS

n/a

520 FISCAL CAPACITY

Building construction will be financed approximately a third from restaurant cash flow, a third from existing funds, and the remainder as needed from a 350K+ line of credit secured by the restaurant buildings and income. We have had preliminary meetings with Bank of America about this loan. They are the ones who gave us this number based on income, current bank account balances, and collateral assets. As needed, relevant financial statements can be provided.

521 PERFORMANCE GUARANTEE

n/a

522 HOMEOWNERS/PROPERTY OWNERS ASSOCIATIONS

n/a -- There is an existing agreement with Terrace Place Condominiums for shared plowing of the parking entrance.

523 [MOVED TO SECTION 308]

524 NOISE AND DUST

Construction will comply with the town noise ordinance schedules and dust mitigation procedures.



BRUNSWICK & TOPSHAM
WATER DISTRICT

PO Box 489
Topsham, Maine 04086
Telephone (207) 729-9956
Fax (207) 725-6470

Alan J. Frasier, PE
General Manager

Craig W. Douglas, PE
District Engineer

Daniel O. Knowles, CPA
Director of Finance and
Data Management Systems

Joshus S. Cobb, PE
Pumping & Treatment
Manager

July 19, 2016

Kate Holcomb
22 Pleasant Street
Brunswick, Maine 04011
Via email: kholco@gmail.com

RE: 0 Abby Ln. (behind 22 Pleasant St), Brunswick ME

Dear Ms. Holcomb;

This letter is to inform you that the District has the ability to serve the referenced project and will provide service in accordance with Maine Public Utilities Commission and Brunswick & Topsham Water District Rules and Regulations.

We understand that you will be adding a new building at 0 Abby Ln. with a couple of wash closets and some small commercial water use. The District has the ability to adequately serve this establishment with a 1- inch domestic service that will need to be installed by the customer to the main on Abby Ln. At this time there are no fire service requirements.

The District requires the customer or its authorized agent to make an application for service for all new service and meter installation requests. An application form can be found on our website www.btwater.org

Feel free to contact us if you have any questions.

Sincerely,

Tim Herrick
Technical Support Manager

Brunswick Sewer District

10 PINE TREE ROAD
BRUNSWICK, MAINE 04011
bsd@brunswicksewer.org

TELEPHONE (207) 729-0148

FAX (207) 729-0149

July 20, 2016

Kate Holcomb
22 Pleasant Street
Brunswick, Maine 04011

Re: Willingness and Capacity to Serve

Dear Kate,

This letter is in response to your request for an “ability to serve” letter regarding construction of a new Building at 0 Abbey Road/22 Pleasant Street in Brunswick, Maine. Through our discussions I understand that you are going to construct a two story building, including basement work space, first story commercial/office space, small bakery, and a second story aquaponics greenhouse on the property.

I have reviewed the material provided and conclude that the project as proposed will not adversely affect facilities of the District. **The Brunswick Sewer District (BSD) has both the willingness and capacity to serve the proposed project.**

An entrance charge permit for the property was obtained in September of 2007. From your description of the project, the new construction will have similar flow as the previously permitted use, therefor your project is covered under the existing permit (BSD Permit # 1130). District personnel will need to be notified for inspection prior to connecting to the existing sewer. There is no charge for inspection services. More information about our entrance charge program can be found at <http://www.brunswicksewer.org/ecp.html#6>.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Robert A. Pontau Jr., PE
Assistant General Manager
rpontau@brunswicksewer.org

CC: Darcy Dutton, Administration, Brunswick Sewer District
Wes Wharff, Supervisor, Brunswick Sewer District

Cecile Stadler

From: Jeff Emerson <jemerson@brunswickme.org>
Sent: Thursday, July 21, 2016 11:25 AM
To: Kate Holcomb; Anna Breinich; Jared Woolston
Cc: Cecile Y Stadler; Carl Adams; Ken Brilliant
Subject: RE: Tao Yuan Greenhouse and Cafe-- Sprinkler requirements

Kate,

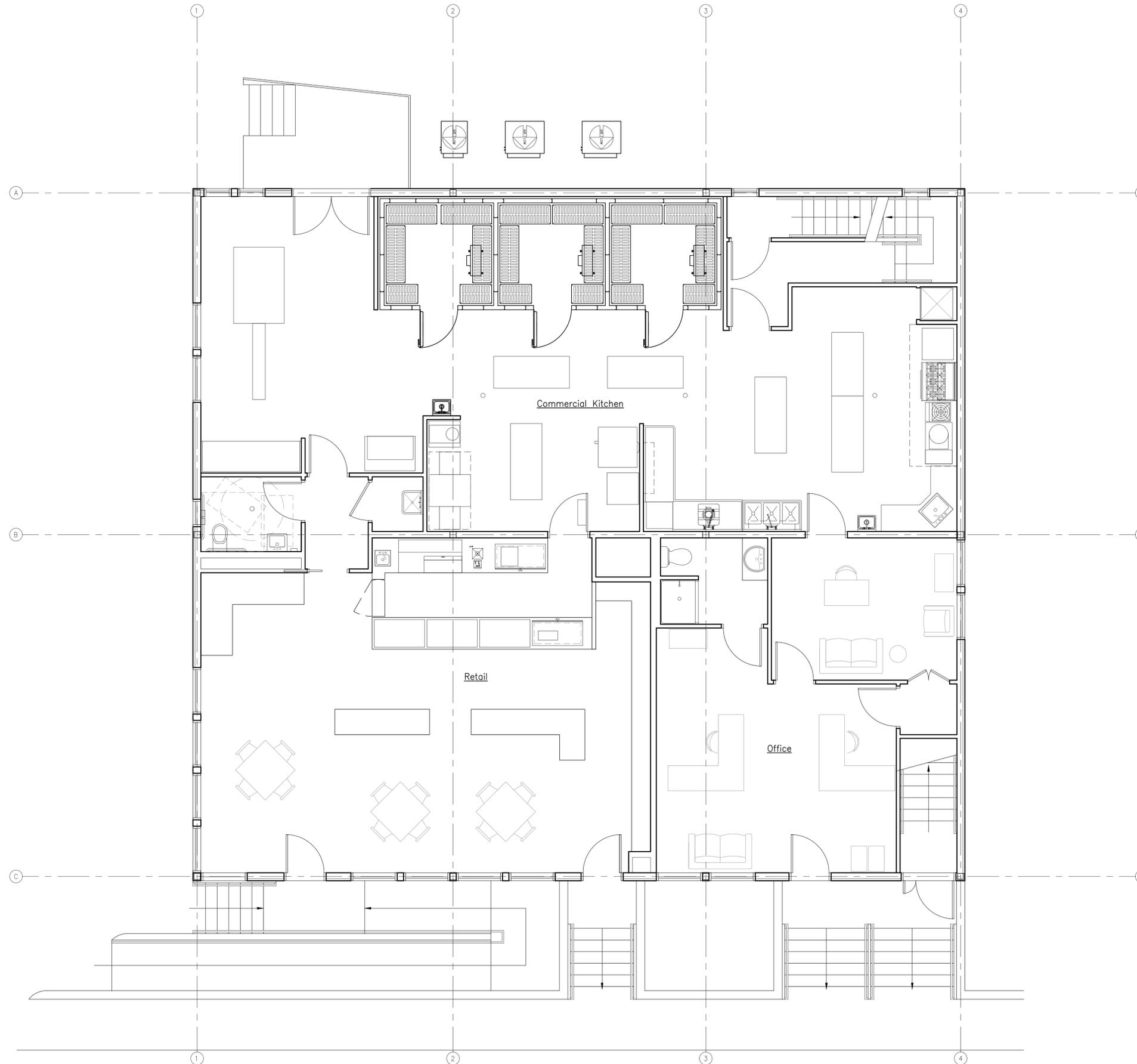
Correct. According to [NFPA 101-09 36.1.2.2](#) it is not required to be sprinkled. The area will have to be properly separated by a 2 hr. fire barrier. Please let me know if there are any questions moving forward

Thanks,

Jeff Emerson
Deputy Chief
Fire Prevention Division
Brunswick Fire Department
21 Town Hall Place
Brunswick, ME 04011
207-725-5541 Ext # 2
207-725-6638 Fax
jemerson@brunswickme.org



With limited exceptions, e-mails sent to and from the Town of Brunswick are considered public records under Maine's Freedom of Access Act (FOAA). Public records are open to inspection and may be copied and distributed to others, including members of the media. Unless the e-mail meets one of the exceptions to the public records provisions, there should be no expectation of privacy or confidentiality.

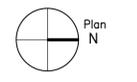


1 First Floor Plan

Scale: 1/4" = 1'-0"

David Matero
Architecture

100 Front Street
Suite 40
Bath, Maine 04530
207.671.6820
david@davidmatero.com



Consultants
Lincoln / Haney
Structural Engineer
Casco Bay Engineering
Greenhouse Structure

Revisions

Tao Yuan
Greenhouse

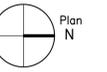
0 Abbey Road
Brunswick, Maine



Job Number: 15.026
Date: 07.21.16
Scale: 1/4" = 1'-0"
Drawing Title:

Proposed
First
Floor
Plan

A1.1
Village Review
Board



Tao Yuan
Greenhouse

0 Abbey Road
Brunswick, Maine

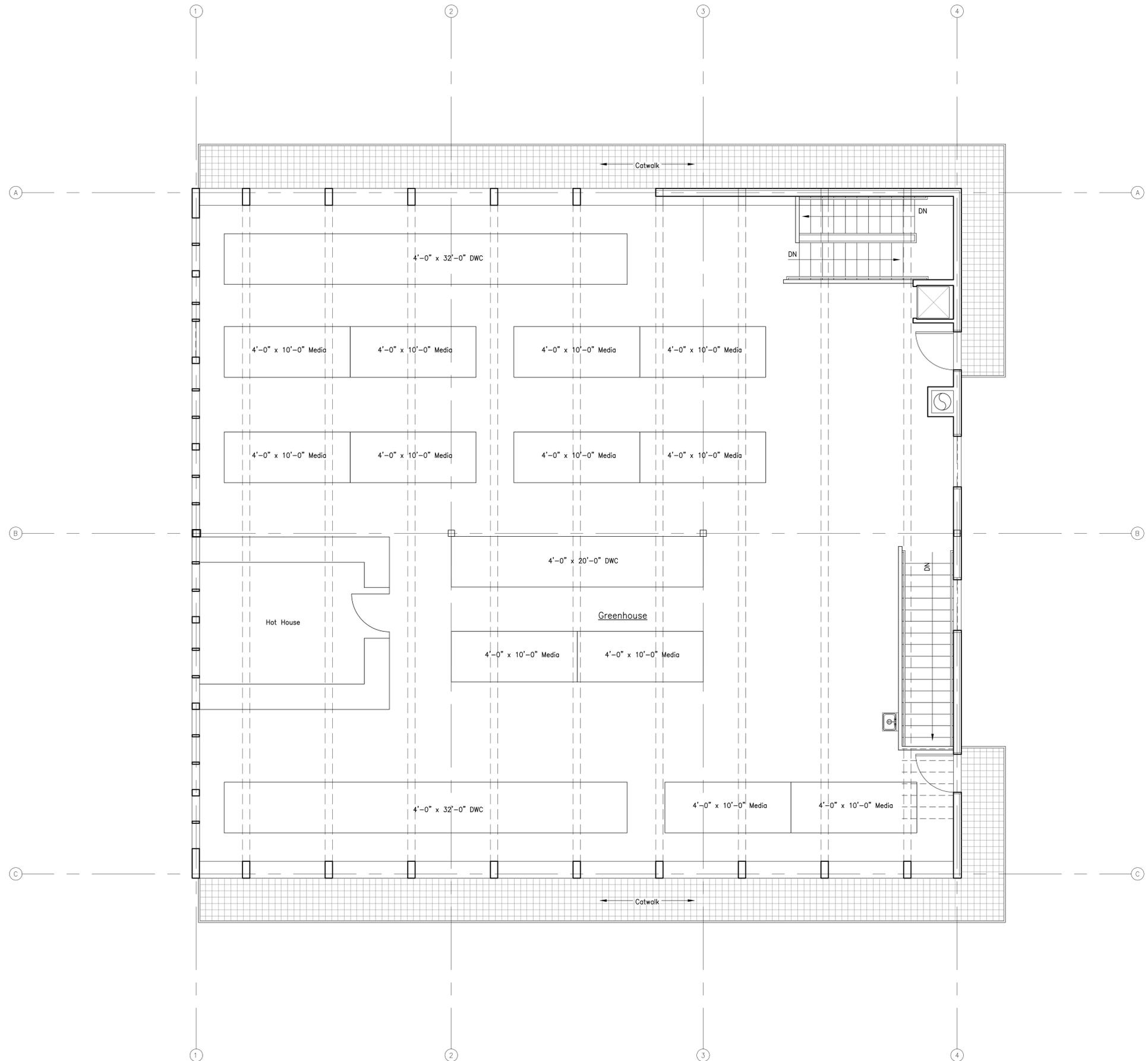


Job Number: 15.026
Date: 07.21.16
Scale: 1/4" = 1'-0"

Drawing Title:

Proposed
Greenhouse
Plan

A1.2
Village Review
Board



1 Greenhouse Plan



Consultants
Lincoln / Haney
Structural Engineer

Casco Bay Engineering
Greenhouse Structure

Revisions

Tao Yuan Greenhouse

0 Abbey Road
Brunswick, Maine

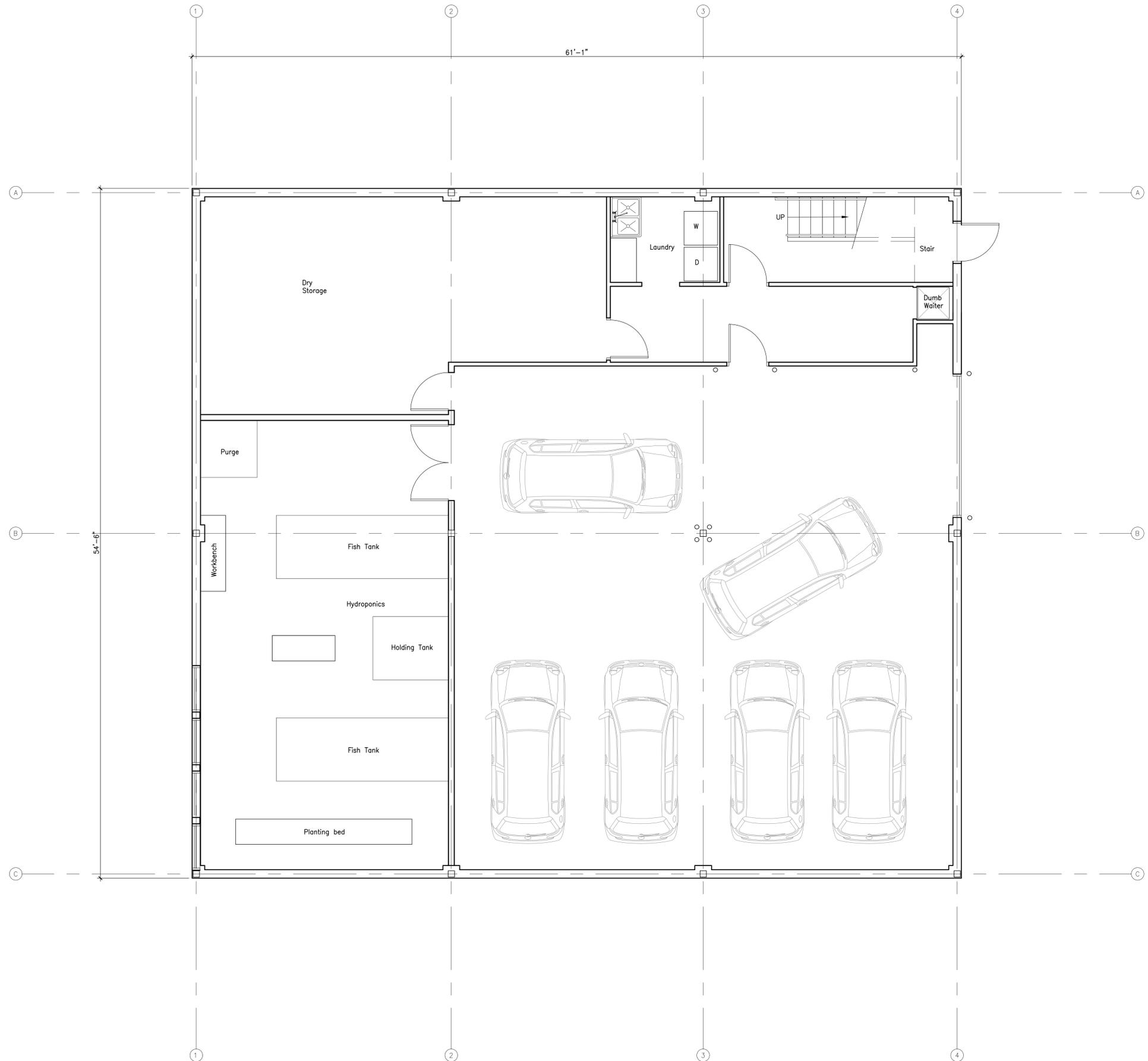


Job Number: 15.026
Date: 07.21.16
Scale: 1/4" = 1'-0"

Drawing Title:
**Proposed
Basement
Plan**

A1.3

Village Review
Board



1 Basement Plan

Revisions

Tao Yuan
Greenhouse

0 Abbey Road
Brunswick, Maine



Job Number: 15.026

Date: 07.21.16

Scale: 1/4" = 1'-0"

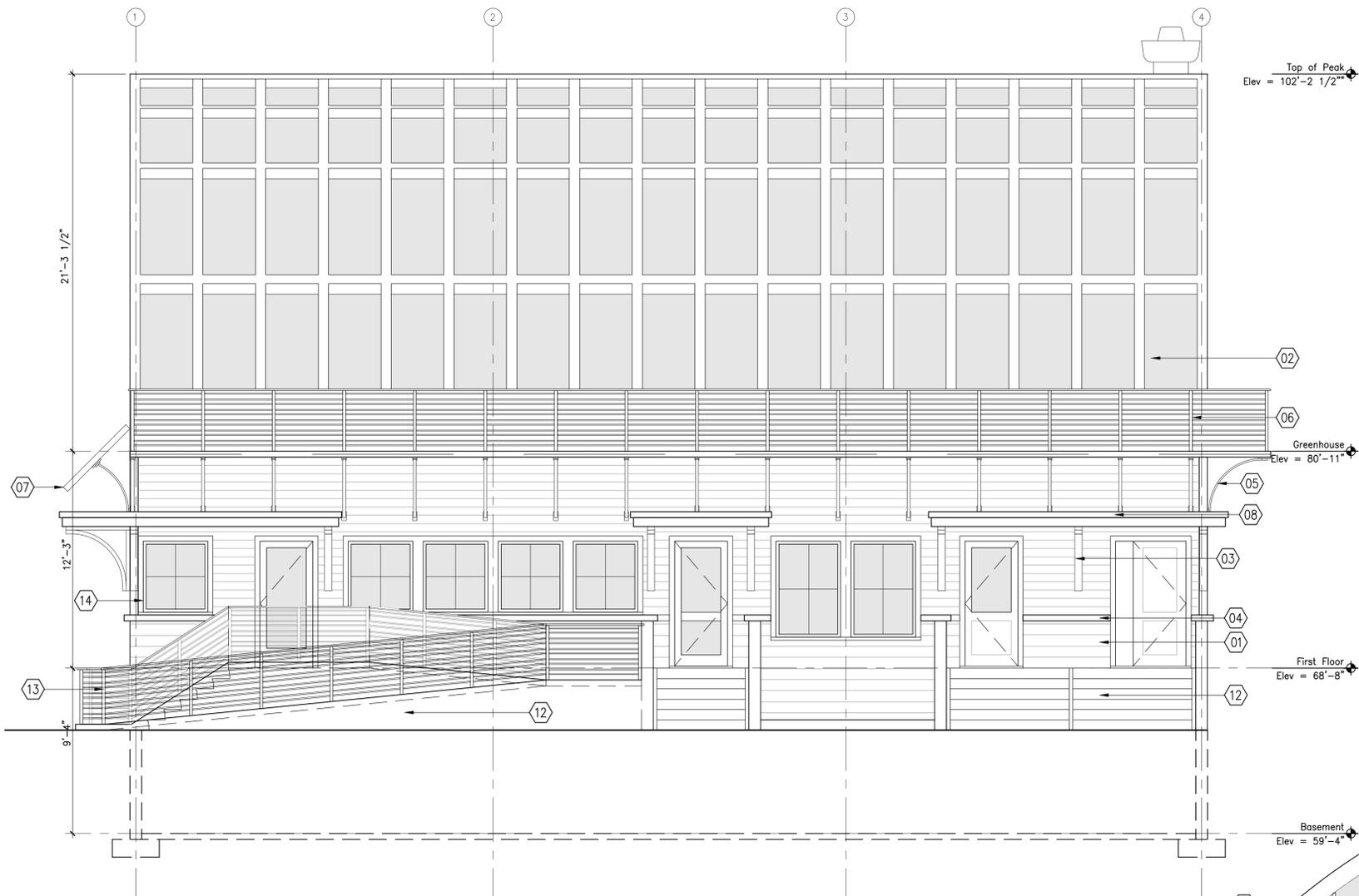
Drawing Title:

Proposed
South &
East
Elevations

A2.1
Village Review
Board

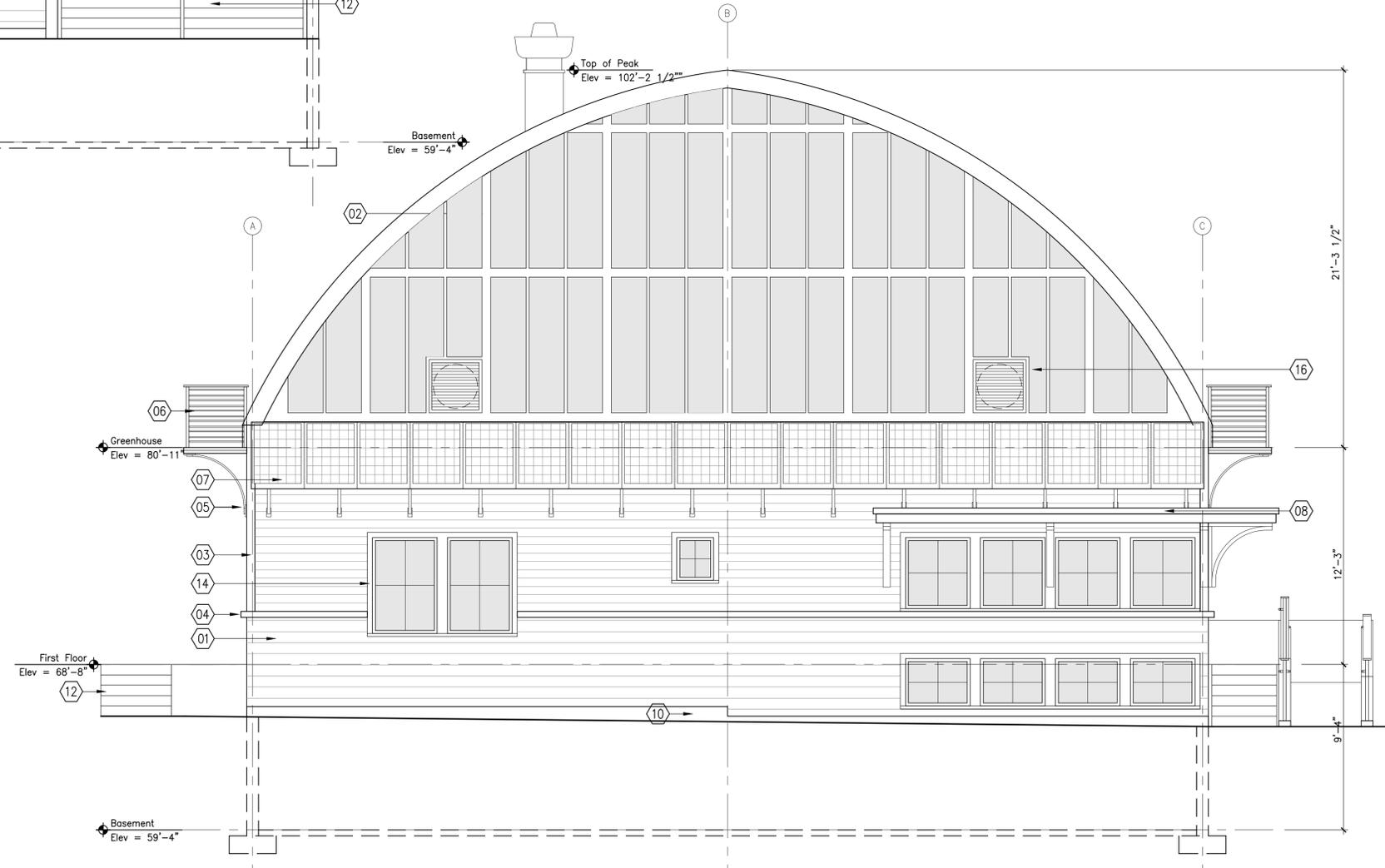
Elevation Legend

- 01. 1x6 Shiplap fiber-cement siding, prefinished
- 02. Prefabricated greenhouse assembly
- 03. Fiber-cement lap siding - prefinished
- 04. PVC trim
- 05. Bent metal structural tube supports bolted to fixed metal brackets
- 06. Fabricated metal catwalk system
- 07. Fabricated solar panels
- 08. Roof with painted Boral trim and wood brackets
- 09. Mechanical louver with internal screen
- 10. Concrete exposed foundation
- 11. Roll up garage door
- 12. Concrete stairs and ramp
- 13. Metal railing - Black
- 14. Aluminum clad wood casement window with check rail
- 15. Kitchen Exhaust Fan
- 16. Intake fan



2 East Elevation

Scale: 1/4" 1'-0"



1 South Elevation

Scale: 1/4" 1'-0"

Tao Yuan
Greenhouse

0 Abbey Road
Brunswick, Maine



Job Number: 15.026

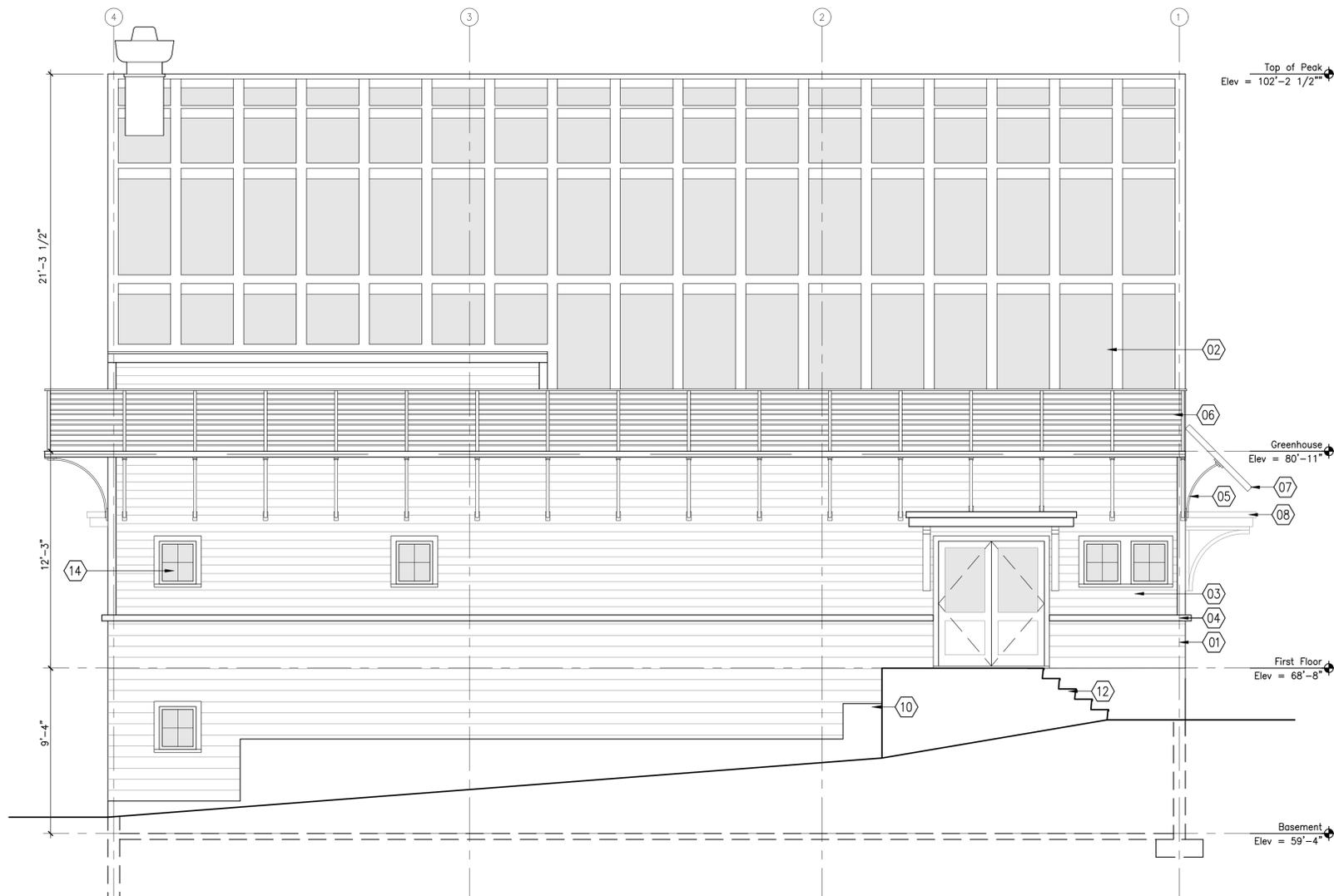
Date: 07.21.16

Scale: 1/4" = 1'-0"

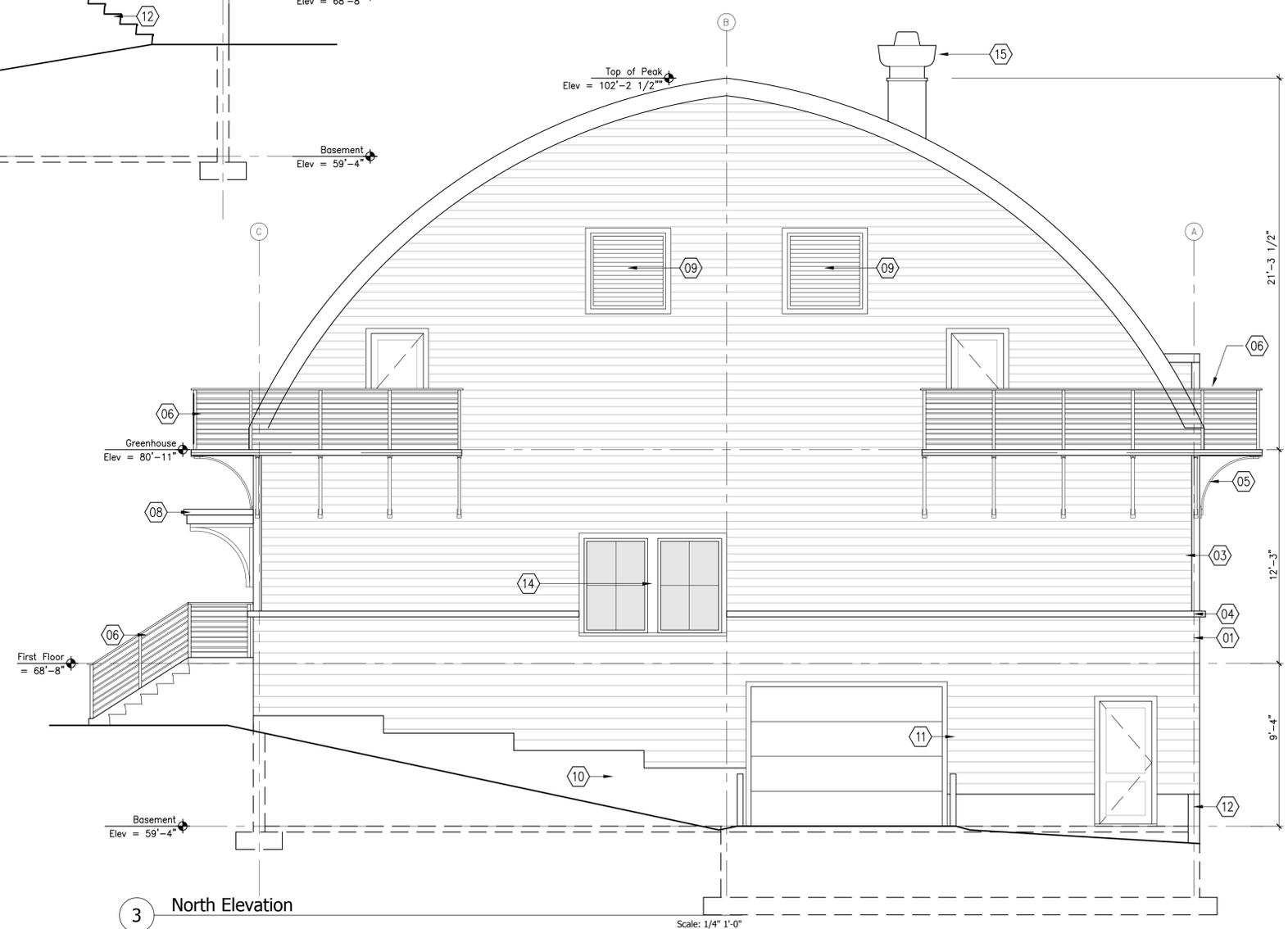
Drawing Title:

Proposed
North &
West
Elevations

A2.2
Village Review
Board



4 West Elevation
Scale: 1/4" 1'-0"



3 North Elevation
Scale: 1/4" 1'-0"

- Elevation Legend**
- 01. 1x6 Shiplap fiber-cement siding, prefinished
 - 02. Prefabricated greenhouse assembly
 - 03. Fiber-cement lap siding - prefinished
 - 04. PVC trim
 - 05. Bent metal structural tube supports bolted to fixed metal brackets
 - 06. Fabricated metal catwalk system
 - 07. Fabricated solar panels
 - 08. Roof with painted Boral trim and wood brackets
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 - 13. Metal railing - Black
 - 14. Aluminum clad wood casement window with check rail
 - 15. Kitchen Exhaust Fan
 - 16. Intake fan

Tao Yuan
Greenhouse

0 Abbey Road
Brunswick, Maine



Job Number: 15.026

Date: 07.21.16

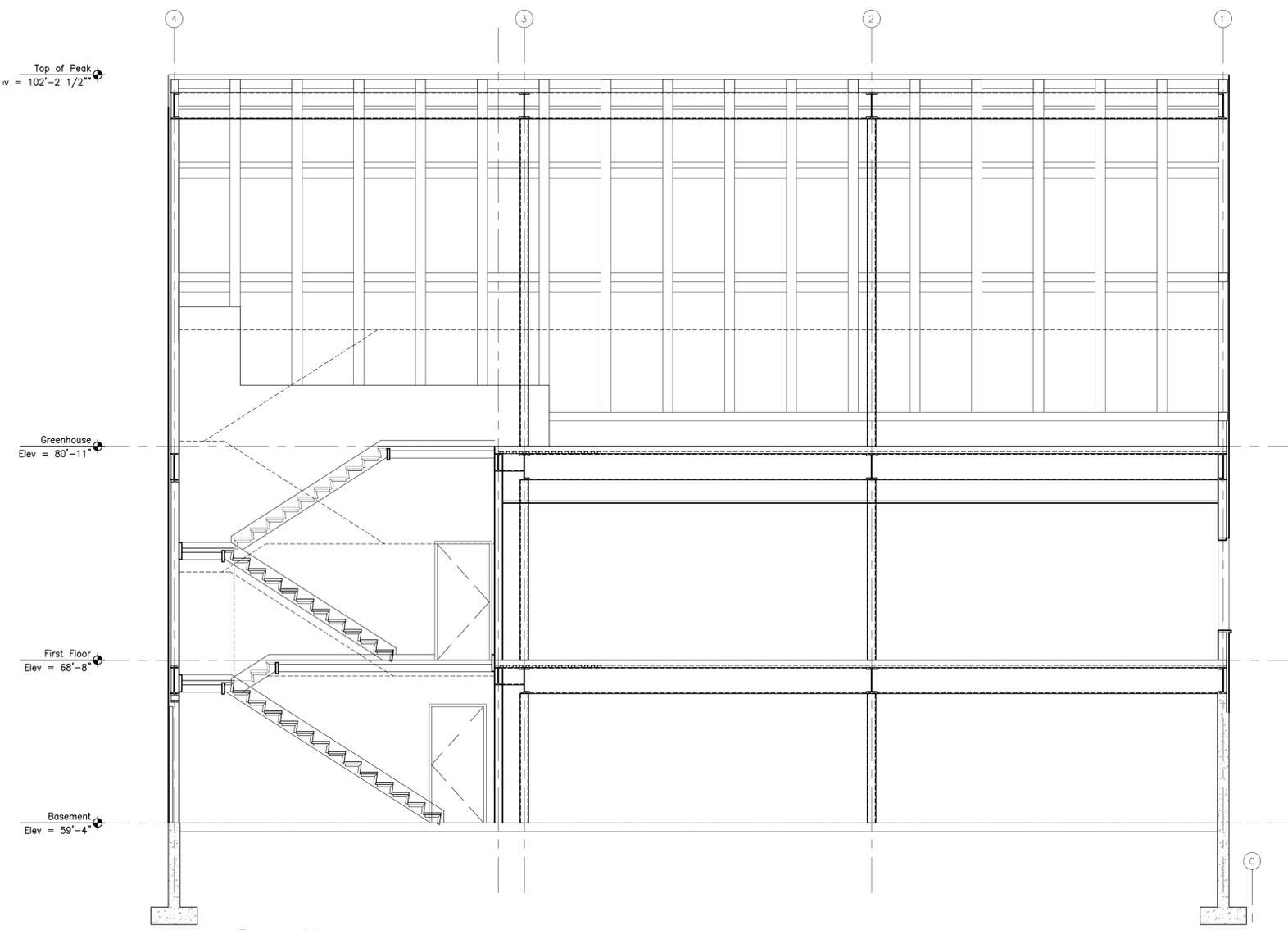
Scale: 1/4"=1'-0"

Drawing Title:

Building
Sections

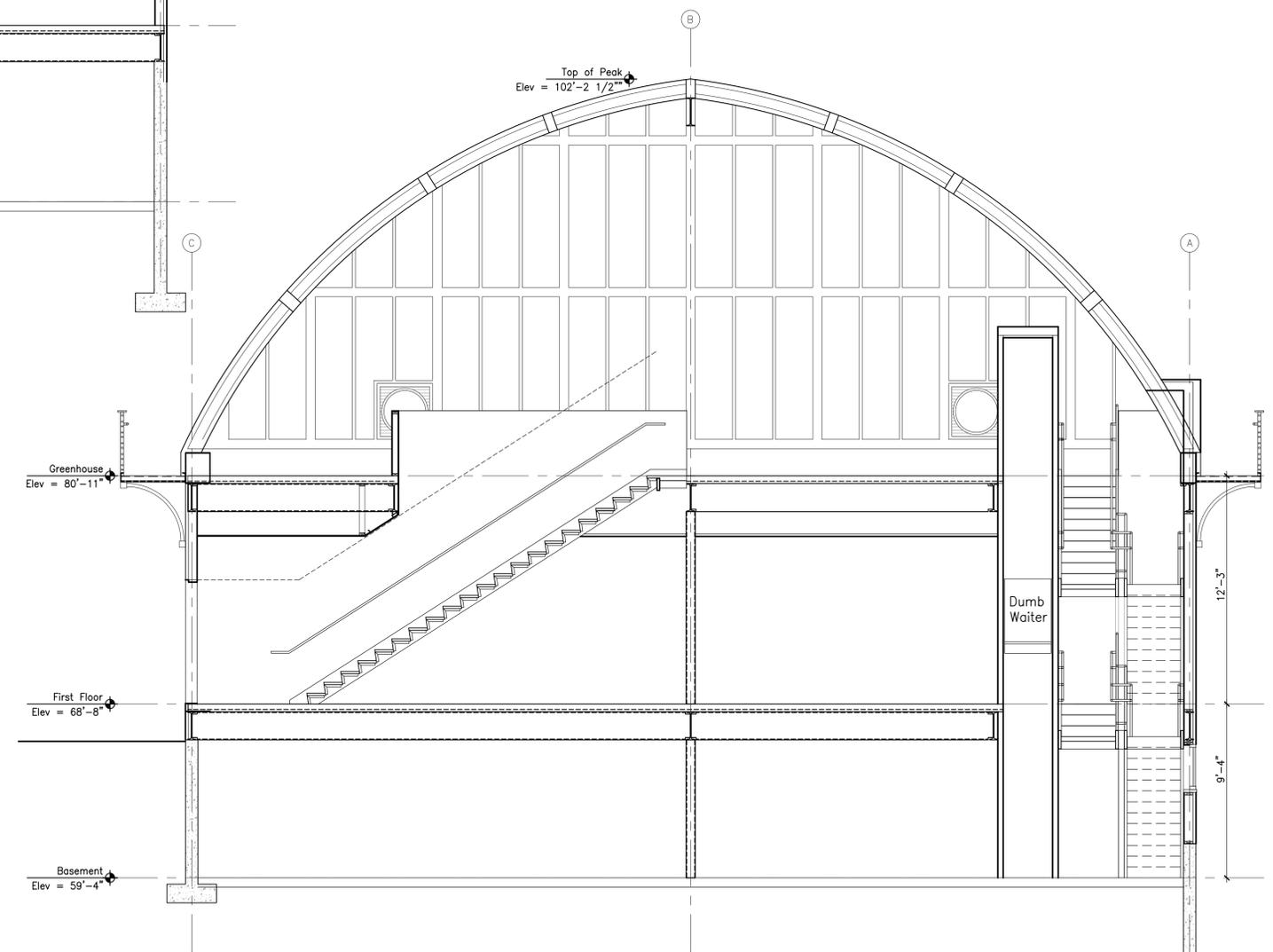
A3.1

Village Review
Board



2 Building Section @ Stairs

Scale: 1/4" 1'-0"



1 Building Section

Scale: 1/4" 1'-0"



① Looking North from Pleasant Street
Scale: NTS



③ View from Tao Yuan Restaurant
Scale: NTS



② View Towards Pleasant Street
Scale: NTS

David Matero
Architecture

100 Front Street
Suite 40
Bath, Maine 04530
207.671.6820
david@davidmatero.com

Consultants
Lincoln / Haney
Structural Engineer

Casco Bay Engineering
Greenhouse Structure

Revisions

Tao Yuan
Greenhouse

0 Abbey Road
Brunswick, Maine



Job Number: 15.026

Date: 07.21.16

Scale: NTS

Drawing Title:

Perspective
Model
Views

A4.0

Village Review
Board

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Architecture, LLC

**DRAFT FINDINGS OF FACT
Major Development Review
Final Common Development Plan
Meeting Date: July 26, 2016**

Project Name: Common Development Plan at St. Johns All Saints Parish
Address: NA
Case Number: 16-031
Tax Map: Assessor's Map U16, Lots 47 and 48
Zoning: MU2 Land Use District
Applicant: All Saints Parish
35-39 Pleasant Street
Brunswick, ME 0401

Authorized

Representative: Kevin Clark, PLS
President, Sitelines, PA
8 Cumberland Street
Brunswick, ME 04011

Staff reviewed the application and has made a determination of completeness.

PROJECT SUMMARY

Staff review is based on the following application materials:

1. Common Development Plan application packet as revised on July 22, 2016;
2. Sheet 1 prepared by Sitelines, PA entitled "Phase 1 Sketch Plan" dated February 9, 2016;
3. Sheet 2 prepared by Sitelines, PA entitled "Master Plan Common Development Plan" dated February 9, 2016;
4. Sheet 3 prepared by Sitelines, PA entitled "Landscape Common Development Plan" dated February 9, 2016;
5. Twelve (12) site renderings developed by Scott Simons Architects and dated July 2016 as entitled:
 - a) Birdseye View Phase 1
 - b) Birdseye View with New School
 - c) View from the Northeast
 - d) View Showing New School
 - e) View from the Northwest
 - f) View from the Southwest
 - g) View from the Southeast
 - h) View Down Pleasant at West Neighbor
 - i) View from Sidewalk Corner as Designed

- j) View from Across the street as Designed
- k) View from Down Pleasant Street as Designed
- l) View from Sidewalk as Designed

In accordance with §413 of the Zoning Ordinance, the applicant has submitted a Common Development Plan (CDP) application for two (2) lots with frontage on Pleasant Street at All Saints Parish. A project narrative, which provides a description of the proposed development, the architecture, conceptual landscaping, and pedestrian and bicycle facilities is included with this packet.

The Staff Review Committee (SRC) reviewed the proposed Common Development Plan on July 20, 2016. The Deputy Fire Chief requested that the proposed lawn area behind the school building proposed at Phase II be reinforced with turf that would allow emergency vehicle access. The Planner requested clarification for the use of the proposed 'colored concrete plaza' and consideration for removing a portion of the proposed plaza to shift the proposed Phase 1 events center east 25 feet to preserve several mature trees. The applicant indicated that the proposed plaza is an important design feature created by the architect and could not be removed. The Director of Planning and Development indicated that the proposal is required to be reviewed by the Village Review Board (VRB), and that the proposed Phase 1 events center should be moved back from Pleasant Street as much as practical. The Director of Planning and Development further noted that the building exterior would be reviewed during VRB, with attention to a portion of the west side of the events center that would be comprised of two (2) primary design materials. The Town Engineer noted inconsistencies in the renderings provided by the architect, and the site plans. The Town Engineer further advised that the Phase 1 events center must be comprehensively reviewed for traffic, and access (vehicles, bicycles and pedestrians) at the development review submission.

The Bicycle and Pedestrian Advisory Committee (BBPAC) reviewed the proposed development plan on July 21, 2016 and found no substantive concerns with the proposal. The BBPAC requested further review of the individual phases of development upon the submission of Sketch Plan and/or Final Plan review.

The following waivers have been requested by the applicant:

1. Sec. 413.3 (D) – Waiver requested to showing locations of all signs. The applicant requests that specific sign locations be addressed at the time of Final Site Plan review. A conceptual sketch of the style of signage has been included for review.
2. Sec. 413.3 (E.2 & 4) – Waiver requested to showing photometric site plan of lighting treatment. The applicant indicates that the existing site lighting will remain until the construction of Phase II and the locations of fixtures can be more appropriately addressed during Phase II Site Plan review.
3. Sec. 413.3 (F) – Waiver requested for a master landscaping plan with complete plant list and sizes. The application includes a Landscape Concept Plan that demonstrates the theme of accenting the buildings, screening parking areas, as

well as providing shade, color and interest in parking areas through the use of ornamental trees and shrubs.

Review Standards from Section 413 of the Town of Brunswick Zoning Ordinance

413.1 Criteria for Designation as a Common Development Plan

In reviewing a proposal for a project to be designated as a common development plan, the Planning Board shall find that all of the following criteria will be met:

- A. All buildings and structures shall be part of, and consistent with, a common pattern of development. In the case of a single building on an individual lot, the proposed building shall be consistent with the pattern of development on surrounding lots. The relationship of the buildings to public and private streets and to parking areas shall result in a unified pattern.

Proposed buildings will be oriented to existing roads, with the closest building proposed for the Phase I Events Center at setbacks not less than 20' from Pleasant Street, and with parking located to the side and/or rear of buildings. The staff advises that the proposed development must be comprehensively reviewed by the Town Engineer for traffic, and access (vehicles, bicycles and pedestrians) as part of the Final Plan review.

The Board finds that the provisions of Section 413.1.A are satisfied provided the proposed development is comprehensively reviewed for traffic, and access (vehicles, bicycles and pedestrians during the Final Plan review.

- B. The development shall incorporate private or public amenities that enhance the development's pedestrian friendly environment.

*The site will provide pedestrian connections between buildings, parking areas, and the proposed plaza. Each site indicates a cross walk or street paint that directs connection to existing and new raised walkways. Bicycle racks will be provided between the proposed events center (Phase I) and the proposed school building (Phase II). **The Board finds that the provisions of Section 413.1.B are satisfied provided existing damaged sidewalks along the development's frontage on Union Street are repaired to the satisfaction of the Public Works Director.***

- C. There shall be common vehicular and pedestrian circulation systems that create a pedestrian friendly environment for the entire development and that integrate the individual buildings into an overall pattern.

*Each development area provides a cross walk or direct connection to existing and new walkways. Existing walkway striping within existing parking areas are proposed to be enhanced with additional striping for pedestrians, and curb tip downs for ease of access to raised walkways. Several new paths and walkways are proposed as part of the Phase II development including a new covered canopy between the Phase I Events Center and the proposed School Building. **The Board finds that the provisions of Section 413.1.C are satisfied.***

- D. There shall be an overall design theme or treatment of site improvements including lighting, signs, paving, site furniture, and landscaping.

Landscaping

As depicted on the site plan, the applicant proposes a conceptual landscape design with new trees, and shrub plantings throughout the site in lieu of a comprehensive landscape plan. As noted above, the applicant requests a waiver from the landscape plan requirement.

Lighting

The application indicates that site lighting will be via pole mounted cut-off luminaires with LED fixtures to match poles and fixtures utilized in the development of the new parking area at the northeast corner of the site. The use of bronze poles and fixtures will be consistent throughout the development. Fixture heights would be limited to 25 feet and would be cut-off style. The application further states that selections must be consistent with the cut sheets provided by the applicant and photometric levels must meet IES and Ordinance standards.

Signs

Ground lighted or down washed post signs of a common design and material are proposed to be provided along the Pleasant Street frontage to identify the Church, the School and the Events Center. The applicant provided Conceptual Sign Sketches to demonstrate the proposed lighting design, and materials. The application indicates the lighting design is being completed by a committee and the concept renderings that are provided are representative of proposed designs that may be modified as the project develops.

The Board finds that the provisions of Section 413.1.D are satisfied with the provision that the size and materials for business identification signs; lighting; and landscaping shall be determined at the time of development review.

- E. If the project is located in the CC District, the development will conform to the Cook's Corner Design Standards relating to common development plans. ***NA - the Board finds that the provisions of Section 413.1.E are satisfied.***

DRAFT MOTIONS
COMMON DEVELOPMENT PLAN AT ST JOHNS PARISH
CASE NUMBER: 16-031

Motion 1: That the combined Sketch/Final Major Development Review Common Development Plan application is deemed complete.

Motion 2: That the Board approves the following waivers as conditioned:

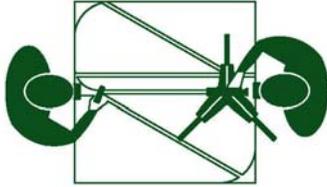
1. Sec. 413.3 (D) – showing locations of all signs is waived provided specific sign locations shall be addressed at the time of Final Site Plan review.
2. Sec. 413.3 (E.2 & 4) – showing photometric site plan of lighting treatment is waived provided existing site lighting is maintained until the construction of Phase II is approved and the locations of fixtures shall be addressed during Phase II Site Plan review.
3. Sec. 413.3 (F) – a master landscaping plan with complete plant list and sizes is waived provided the final plan includes plans that acceptable demonstrate the theme of accenting the buildings, screening parking areas, as well as providing shade, color and interest in parking areas through the use of ornamental trees and shrubs.

Motion 3: That the Major Development Review Final Common Development Plan is approved 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, its 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 a review and approval in accordance with the Brunswick Zoning Ordinance.
2. That plans for repairing existing damaged sidewalks along the development’s frontage on Union Street shall be provided at the time of Final Site Plan review.
3. That the dimensional and density standards as approved shall be placed on the common development plan.
4. That the size and materials for business identification signs shall be determined at the time of Final Site Plan review.
5. That existing site lighting shall be maintained until the construction of Phase II is approved and the locations of fixtures shall be addressed during Phase II Site Plan review.

6. That a master landscaping plan with complete plant list and sizes is provided that demonstrates the theme of accenting the buildings, screening parking areas, as well as providing shade, color and interest in parking areas through the use of ornamental trees and shrubs at the time of Final Site Plan review.

** Please note that Development Review Site Plan approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).*



Revised: July 22, 2016

1340.01

Mr. Jared Woolston, Town Planner
Town of Brunswick
85 Union Street
Brunswick, Maine 04011

Re: Common Development Plan
ALL SAINTS PARISH EVENTS CENTER
35-39 PLEASANT STREET
Tax Map U16, Lots 47 & 48

Dear Jared:

On behalf of *ALL SAINTS PARISH*, Sitelines, PA is pleased to submit this request for designation of a Common Development Plan for the St. John's Campus located at 45-49 Pleasant Street. In order to develop the campus in a phased approach and in accordance with the current zoning requirements, we are proposing a Common Development Plan as permitted in Section 413 of the Land Use Ordinance. This letter summarizes the project in order to facilitate the review process.

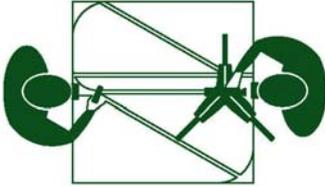
PROPERTY

THE ROMAN CATHOLIC BISHOP OF PORTLAND TRUST owns two parcels of land located on Pleasant Street (Tax Map U16, Lots 47 & 48). The parcel contains 4.68 acres and is currently developed, with a church, elementary school, a former convent building, several storage buildings, as well as paved parking and playground areas. The existing impervious area is 118,610 sq. ft. (2.72 acres) or 58.2% impervious coverage. The property is located in the Inner Pleasant Street (TR1) and the Intown Railroad Corridor (MU2) Zoning districts. As more than 50% of the property is located within the MU2 Zoning district, the dimension standards of the MU2 district are being applied for this project. Please see the attached advisory memo from Jeff Hutchinson, CEO.

Description of Development

The proposed development will consist of two (2) phases. Phase 1 will consist of the construction of a new 14,685 sq. ft. one-story events center, which will contain an auditorium/cafeteria/gymnasium, a stage, a music room, kitchen, and adoration chapel, a meeting room, as well as locker rooms and bath rooms. Fundraising is currently underway for this facility. The construction of this facility, concrete walkways and utility driveway will increase the impervious area to approximately 130,000± sq. ft. or 63.7% coverage. The campus will continue to utilize the existing parking and traffic circulation patterns.

Phase 2 will consist of the removal of the old convent building, which is now used as the parish center, the removal of the school building, and construction of an approximate 13,200 s.f.



footprint two-story school building. As part of Phase 2, the existing parking lot and drive aisles will be redeveloped to serve the new buildings, as well as provide enhanced traffic flow and pedestrian/bicycle safety. The total impervious area after the completion of Phase II would be 124,000± s.f. or 60.8% coverage.

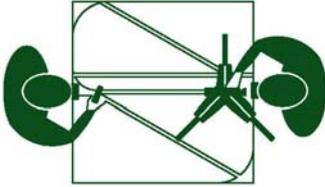
Building Location(s)

The design committee evaluated both the location and the orientation of the proposed buildings. The proposed location for the events center was driven by the necessity that the project will be completed in phases and to maintain existing buildings and services during the construction of the campus improvements. No demolition is required for Phase I to be completed. The demolition of the current Parish Center will need to be demolished for Phase II, but the existing school can continue to operate during construction of the new school. The old school will then be demolished after the new school is operational.

The location of the events center meets or exceeds all dimensional requirements and is located to allow a parking field with a landscaped Low Impact Development (LID) stormwater treatment feature between the existing church and the events center. The width of the plaza on the easterly side of the events center was designed with several factors in mind: pedestrian safety; open space between the parking area and the building; and the benefits of a public space for congregation, conversation and enhanced community.

The design team has also heard informal feedback regarding the placement of the Events Center, and the desire to push it back from street on the north façade, as well as to relocate the Adoration Chapel from the northeast corner of the building to the easterly side of the building. The following comments and attached renderings by Scott Simons Architects illustrate the impact the building will have on the street, both at the adjacent sidewalk, as well as across the street. Also see the attached description from Scott Simons Architects.

- *“Having looked at moving the building 10’ to the south to allow more generous frontage on Pleasant Street, we recommend keeping the building closer to the street in keeping with the current design. As demonstrated by the renderings, the 10’ shift does not greatly improve the streetscape in a way that warrants the resulting problems caused by the reduction of courtyard space between the Rectory and Events Center.*
- *The Adoration Chapel is currently located on the northeastern corner of the Events Center, removed from the rest of the building program, the Chapel’s higher form provides visual interest at the corner of the building that harkens, but does not compete with the main worship space on campus. The northeastern location was chosen for its adjacency to the plaza and nearby parking as well as the northern light for the stained glass windows. The Adoration Chapel includes its own private entry, small lobby, and toilet/changing room.”*



Architecture

All Saints Parish has retained the services of Scott Simons Architects to develop the program and design for the proposed Events Centers, as well as a preliminary program for the replacement of the St. John's School, which is intended to be constructed at a later date. Please see the attached letter and renderings from Scott Simons Architects.

Architectural elements that will be continued to the school will be the large brick or stone veneer that references the colors and texture of the church, as well as the use of lighter colored split face block that references the sandstone elements of the church.

Landscaping

A continuation of the current street trees in front of the church and the hedge screening the northeast parking areas is planned. The Landscape Concept Plan that demonstrates the theme of accenting the buildings, screening parking areas, as well as providing shade, color and interest in parking areas through the use of ornamental trees and shrubs, as well as indicating the areas that will be vegetated versus hard surfaces. A specific planting plan has not been provided and a waiver has been requested.

An effort has been made to maintain trees around the perimeter of the project(s). However, some larger growth trees lie internally within the proposed project area(s). The preservation of these trees would require the reduction of the parking area between the events center and the church, the reduction of the size of the plaza adjacent to the events center and possibly the reduction of the LID treatment area within the reconstructed parking lot. As discussed above these features are integral to the overall site design.

Signage

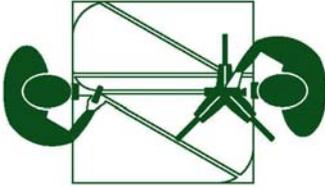
Ground lighted or down washed post signs of a common design and material will be provided along the Pleasant Street frontage to identify the Church, the School and the Events Center. See the attached Conceptual Sign Sketches. As the design is being completed by a committee, these are representative of proposed designs that may be modified as the project develops.

Lighting

Site lighting will be via pole mounted cut-off luminaires with LED fixtures to match poles and fixtures utilized in the development of the new parking area at the northeast corner of the site. The use of bronze poles and fixtures will be consistent throughout Common Development. Fixture heights would be limited to 25 feet and would be cut-off style. Selections must be consistent with the cut sheets provided herein and photometric levels must meet IES and Ordinance standards.

Common Pedestrian and Bicycle Amenities

The internal circulation of pedestrians on the site is again demonstrated on the Master Site Plan and the rendered Master Plan discussed above. The sidewalks will provide ample and safe space for movement of students during school activities and for patrons to the events center and the



church. A bicycle rack will be provided adjacent to the courtyard area between the Events Center and the current parish center (future school location).

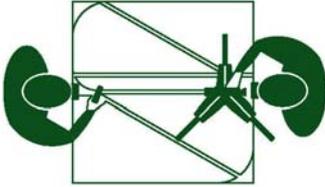
Parking

The site currently provides 153 spaces (including 10 handicap spaces) of on-site parking as well as numerous on-street spaces along Pleasant Street and Union Street. As a result of the Events Center construction, 5 spaces would be lost in the area of the new construction. However, a location for 8 potential spaces has been identified on the plan and can be developed in the future, if necessary.

Historically the Church Hall located in the basement of the Church served a capacity of up to 600 people for events. More recently the capacity has been reduced to 200 people, based on new safety codes. The Events Center would essentially replace the function of the Church Hall with regards to capacity and parking requirements. The current Church Sanctuary can accommodate approximately 600 people. Based on the current code, the parking requirements for the site, without accounting for shared and/or provisional parking, would be a total of 230 spaces: 150 spaces for the church; 50 spaces for the Events Center; and 30 spaces to accommodate the staff of the school.

When addressing the shared/provisional parking requirements of the site, we must consider that although there are multiple buildings on the site, they serve different uses and they are utilized at different times. For example, the main Church Sanctuary is used on Sundays, Holidays and other occasions, such as weddings and funerals and is very seldom filled to capacity. The School is not normally occupied at that those times and also does not have a significant parking requirement other than at student drop-off and pick-up times, which do not coincide with Church hours. The Events Center may be used for a function after a Church event, but would not need to provide additional capacity to what is being used for the Church. Likewise, if the Events Center is used for a school function such as a play, concert or sporting event, it would not normally conflict with Church or School events.

The current parking, in conjunction with on-street parking and other available public lots, has served the property adequately for many years and will continue to do so until Phase II is constructed. Upon completion of the Master Plan/Phase II, on-site parking would be 174 spaces (including 14 handicap spaces). The Phase II plan also indicates an additional 6 potential spaces that can be developed if needed. With the available on-street parking and other nearby public parking that is not heavily used on weekends and holidays, we offer that the Master Plan provides adequate parking for the proposed uses when accounting for shared and provisional spaces.



Requested Waivers to the Zoning Standards

The following waivers are requested from the standards of Section 413:

- Sec. 413.3 (D) – Waiver requested to showing locations of all signs. We request that specific sign locations be addressed at the time of Final Site Plan review. A conceptual sketch of the style of signage has been included for review.
- Sec. 413.3 (E.2 & 4) – Waiver requested to showing photometric site plan of lighting treatment, as the existing site lighting will remain until the construction of Phase II and the locations of fixtures can be more appropriately addressed during Phase II Site Plan review.
- Sec. 413.3 (F) – Waiver requested for a master landscaping plan with complete plant list and sizes. We have included a Landscape Concept Plan that demonstrates the theme of accenting the buildings, screening parking areas, as well as providing shade, color and interest in parking areas through the use of ornamental trees and shrubs.

SUMMARY

We trust that this information satisfactorily addresses the requirements for the review of the Common Development Plan Application of the All Saints Parish Campus and we look forward to meeting with you and the Planning Board at their July 26, 2016 meeting to gain their approval.

We appreciate your assistance with this project. Should you have any questions, please call or contact me via kclark@sitelinespa.com.

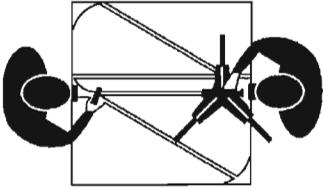
Very truly yours,

Kevin P. Clark

Kevin P. Clark, PLS
President

Enclosures

cc: Charlie Wiercinski
Charleen Foley



February 15, 2016

1340.01

Father Murray, Pastor
All Saints Parish
132 McKeen Street
Brunswick, ME 04011

Re: Designation of Agent Authorization
ALL SAINTS PARISH EVENTS CENTER
35-39 PLEASANT STREET
Tax Map U16, Lots 47 & 48

Dear Father Murray,

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for All Saints Parish, for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the proposed residential subdivision to be located on Pleasant Street in Brunswick, Maine.

Sincerely,

Kevin P. Clark

Kevin P. Clark, PLS
President

The undersigned hereby gives Sitelines, PA the authority to act as agent for All Saints Parish, for the specific purpose of preparation and submission of local and state permitting applications for the project specifically identified above.

(REV.) *Frank J. Murray*
Authorized

Feb. 23, 2016
Date

Kevin Clark

From: Jeff Hutchinson <jhutchinson@brunswickme.org>
Sent: Monday, August 31, 2015 2:48 PM
To: Kevin Clark
Cc: chashome@myfairpoint.net; 'James Baskerville'; Anna Breinich
Subject: RE: St. John's Church - Pleasant Street

Hi Kevin,

I have conducted a zoning determination regarding the subject property using the Town's GIS system (current practice) and have arrived at the same conclusion. Therefore, in accordance with Section 303.B of the existing Brunswick zoning ordinance, it's my opinion that the MU2 zoning district would govern development of this property.

A copy of this determination and this email thread will be placed in the property file for future reference.

If you should need any further assistance, please don't hesitate to contact me.

Jeff

JEFF HUTCHINSON
Codes Enforcement Officer
Town of Brunswick
85 Union Street
Brunswick, ME 04011
phone: (207)725-6651(ext 4024)
fax: (207)725-6663
e-mail: jhutchinson@brunswickme.org
web: www.brunswickme.org

From: Kevin Clark [mailto:kclark@sitelinespa.com]
Sent: Friday, August 28, 2015 2:34 PM
To: Jeff Hutchinson
Cc: chashome@myfairpoint.net; 'James Baskerville'
Subject: St. John's Church - Pleasant Street

Jeff,

We kindly request an advisory letter/memo regarding the zoning for the St. John's Church property located at 39 Pleasant Street (Tax Map U16, Lots 47 & 48). Based on a boundary survey of the property and our cautious placement of the Zoning Line between the TR1 Zone and the MU2 Zone, we have determined that 2.21 acres of the parcel lies within the TR1 Zone and 2.47 acres lie within the MU2 zone. Per Section 303.B of the Ordinance, the use, density, lot area and dimensional requirements of the MU2 zone would govern for the property. It would be greatly appreciated if you would please provide correspondence confirming our interpretation of the Ordinance.

I have attached a copy of the survey plan and the Ordinance section.

Thank you,

Kevin Clark

Kevin Clark, PLS
President

Sitelines, PA

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

PROPOSED CONSTRUCTION

All Saints Parish is proposing a new structure on their existing campus at 39 Pleasant Street in Brunswick, Maine. Their 4.93 acre parcel currently has 3 freestanding structures: Saint John the Baptist Church, St. John's Catholic School, and St. John's Rectory (the former Convent). In keeping with the goals of their 2010 Master Plan, construction of a new freestanding Events Center, to be approximately 14,720 square feet and 103' X 150' in plan, is proposed adjacent to the existing Rectory building towards Pleasant Street.

The proposed Events Center will house critical support spaces for both the Church and School. Accessed from the heart of the campus, a new Multi-purpose Auditorium/Cafeteria/Gymnasium will be provided including a Stage with accessory storage for Costumes and Instruments, as well as a Music Room. A Kitchen, Meeting Room, Restrooms and Locker Rooms are also planned.

An Adoration Chapel with its own private entry, small lobby, and toilet/changing room will also be constructed in the Northeastern corner of the new building. The new entry is in alignment with the Church entrances directly across the parking lot, establishing that connection. The Chapel is differentiated from the greater building with unique stained glass windows and a distinct hipped roof above clerestory windows that signal its presence from both the Pleasant Street approach and from across the campus.

The overall form of the building from Pleasant Street maintains a character and scale similar to the existing buildings on the parcel. The exterior materials palette is a modern interpretation of the existing materials of the church, primarily stone, with accents of light brick.

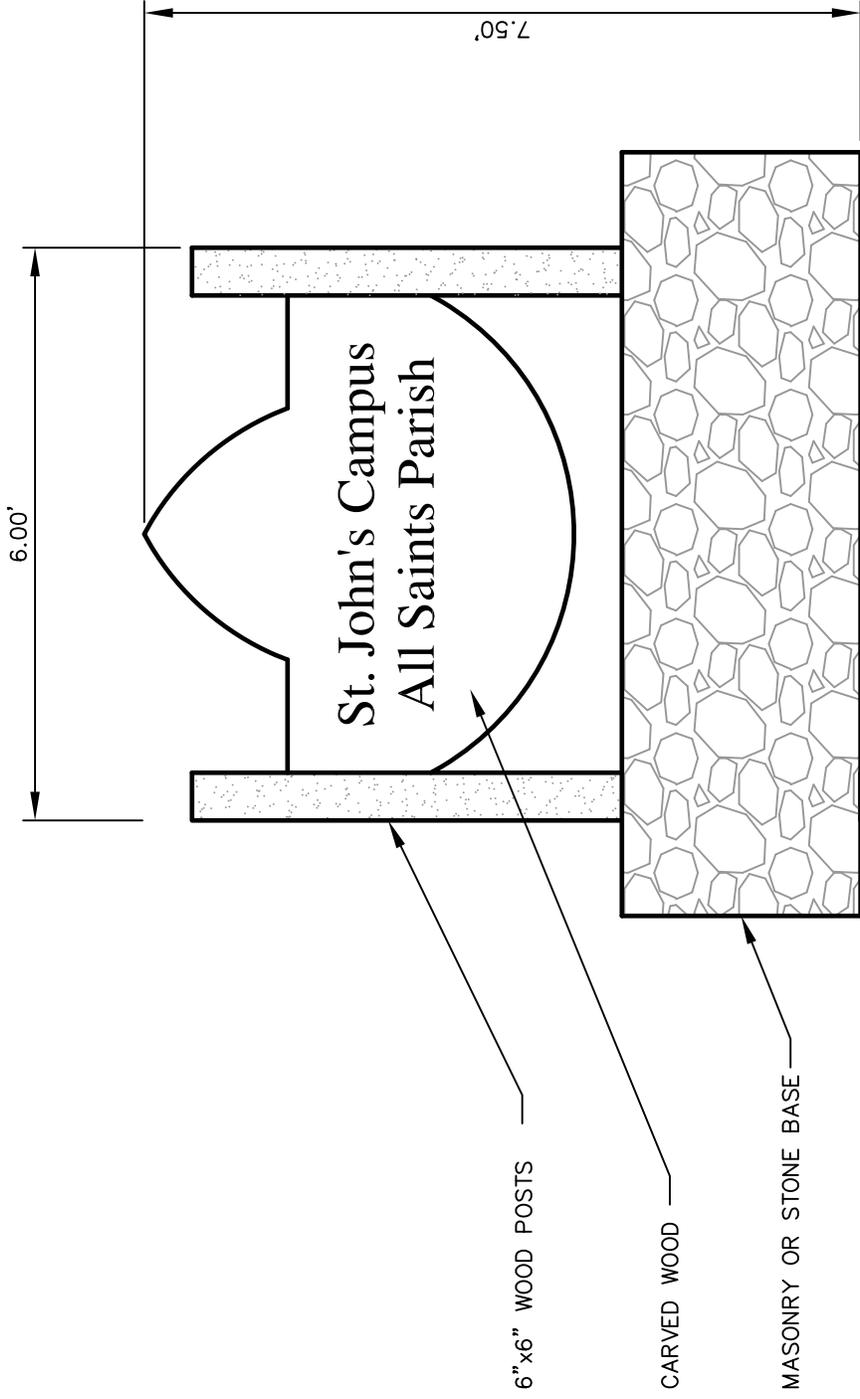
The gymnasium space is similarly articulated by a larger clerestory low-sloped hipped roof, which contributes to the rhythm of the streetscape, but allows the majority of the roofline to remain appropriately low. Mechanical rooftop units will be located on the lower western roof, screened by the higher roofline to the north and by an enclosure screen along the west and south. These proposed roof elevations are lower than the neighbor to the west.

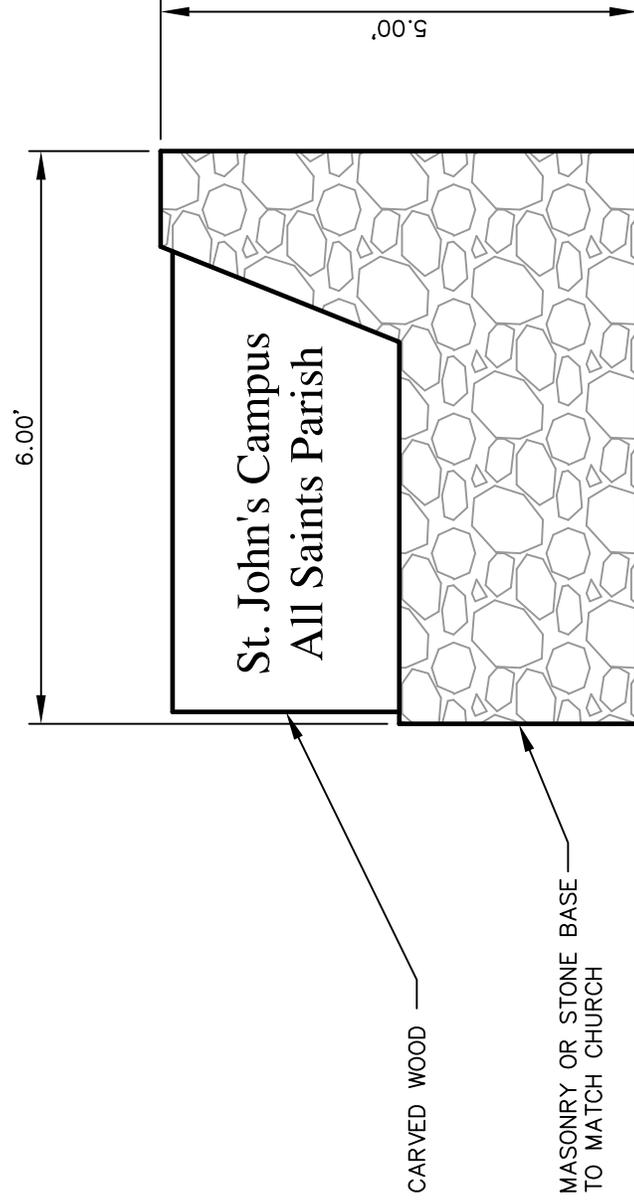
SITING AND CONTEXT

The current site has four drive entrances along Pleasant Street to access the existing buildings and parking lot. The proposed configuration maintains two entries to the parking area and allows for a generous plaza between the building and the parking area. The number of parking spaces provided will be reduced from 60 to 47 in an effort improve pedestrian circulation and utilize landscaping and plantings to minimize the visual impact of the parking lot, which is so centrally located. The Events Center itself will be serviced by an access drive along the west facade, with secondary service entries to the kitchen storage and mechanical room.

The building is positioned with a slight setback from Pleasant Street, aligning with the adjacent church, and situated further from the street than its neighbor to the west. Street trees are proposed along the north edge of the site to further screen the parking area and maintain visual continuity along the street. Existing street trees will be preserved wherever possible.

In relation to the existing Rectory building to the south, the Events Center is situated to maintain a 40' courtyard between its southern elevation and the main façade of the Rectory. This courtyard space not only provides the advantage of usable protected space within the campus, but also ensures that the Rectory will continue to enjoy valuable sunlight and air circulation, maximizing its future development potential. Functionally, the courtyard also provides required fire separation and egress space between the two buildings, and allows for greater ease of construction and site work while minimizing disturbance to the daily operations at the Rectory.







| | | |
|-------|------|-----------|
| Cat.# | | Approvals |
| Job | Type | |



CONSTRUCTION

- Stylish vertically finned die cast solid top housing for maximum heat dissipation. Stops collection of unsightly debris from gathering on top of the housing
- Rugged lower die cast aluminum heat sink accelerates thermal management and optimizes PCB and optical performance
- Separate optical and electrical compartment for optimum component operation
- One piece die cut silicone gasket ensures weather proof seal around each individual LED for IP65 rating
- Stamped bezel provides mechanical compression to seal the optical assembly
- Complements the Hubbell SouthWest Series of outdoor products
- Weight - 45.0 pounds
- EPA - 1.3 ft²

OPTICS

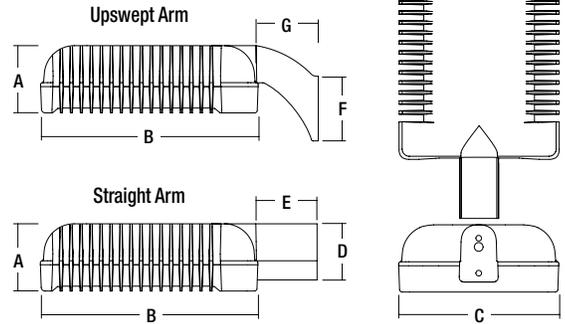
- Choice of 24 high brightness LED configurations with individual acrylic lenses specially designed for IES Type II, III, IV and V distributions
- CCT: 5000K standard, 4000K option
- CRI: 70

ELECTRICAL

- Universal input voltage 120-277 VAC, 50/60 Hz
- Integral step-down transformer for 347V and 480V
- Ambient operating temperature -30° C to 40° C
- Drivers have greater than 90% power factor and less than 10% THD
- Optional continuous dimming to 10% or dual circuitry available
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- LED electrical assembly, including PR devices, consumes no power in the 'off' state
- Surge protection of 10KA 8/20 µSec wave; clamping voltage of 320V and surge rating of 273J
- Automatic thermal self-protection
- Long life - 60,000 hours

MOUNTING

- Two die-cast aluminum arm designs are available providing maximum design flexibility
- The decorative arm offers a sleek upswept look while the straight arm follows the housing's contoured lines for continuity of style
- Fixture ships with arm installed for ease of installation and mounts to #2 drill pattern
- Wall bracket and pole accessories are also available allowing easy mounting for virtually any application



| A | B | C | D | E | F | G | EPA | Weight |
|-----------------|------------------|--------------|-----------------|------------------|-----------------|-----------------|---|--------------------|
| 6 3/4" 171mm | 21 3/4" 552mm | 16" 406mm | 6 5/8" 168mm | 6 5/16" 160mm | 5 5/8" 143mm | 6 1/8" 155mm | 1.3 ft ² .4m ² | 45 lbs. 20.4 kg |

FINISH

- TGIC thermoset polyester powder paint finish applied at nominal 2.5 mil thickness

WARRANTY

- 5 year limited warranty

LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations
- IP65
- ROHS compliant



ORDERING INFORMATION

ORDERING EXAMPLE: **CL1-A-90L-U-5K-3-DB-RPA3**



SERIES
CL1 Cimarron LED

MOUNTING
A Arm Mount Construction (6" straight rigid arm included & acceptable for 90° configurations)
AD Decorative Arm Mount Const. (6" decorative upswept arm incl. & acceptable for 90° configurations)

LED PLATFORM
90L 90 High Brightness LEDs
60L 60 High Brightness LEDs
30L 30 High Brightness LEDs

VOLTAGE
U³ Universal 120V-277V, 50/60 Hz
1 120V, 60 Hz
2 208V, 60 Hz
3 240V, 60 Hz
4 277V, 60 Hz

VOLTAGE Cont.
5 480V, 60 Hz
F 347V, 60 Hz
E 220V, 50 Hz

CCT
4K 4000K
5K 5000K

DISTRIBUTION
2 Type II
3 Type III
4 Type IV
5 Type V

COLOR
DB Dark Bronze
BL Black
WH White
COLOR cont.

COLOR Cont.
GR Gray
PS Platinum Silver
RD Red
FG Forest Green
CC Custom Color

OPTIONS
BL^{1,2} Bi-level Dimming
CD^{1,2} Continuous Dimming
WB Wall Bracket
RPA3 3" Round Pole Adapter
RPA4 4" Round Pole Adapter
RPA5 5" Round Pole Adapter
RPA6 6" Round Pole Adapter
F(X)⁴ Fusing (replace X with Voltage 1-120V, 2-208V, 3-240V, 4-277V, 5-480V, 6-347V)
PRU NEMA Photocell Receptacle - 120-277V
PR5 NEMA Photocell Receptacle - 480V
PR6 NEMA Photocell Receptacle - 347V

Notes: ¹ For 90L and 60L universal voltage only • ² BL & CD cannot be combined • ³ Fuse option not available with universal voltage • ⁴ Select F3 fusing option for 220V

ENERGY SAVING DATA

| ENERGY DATA | |
|---------------------------|------|
| Power Factor | >.9 |
| Total Harmonic Distortion | <10% |

| LIGHT ENGINE | INPUT WATTS | | LUMENS DELIVERED | | | |
|--------------|-------------|-----------|------------------|----------|---------|--------|
| | 120V-277V | 347V-480V | TYPE II | TYPE III | TYPE IV | TYPE V |
| 30L-5K | 70 | 87 | 5,000 | 5,140 | 4,933 | 5,408 |
| 60L-5K | 140 | 157 | 9,871 | 10,137 | 9,718 | 10,665 |
| 90L-5K | 210 | 227 | 14,343 | 14,756 | 14,172 | 15,525 |
| 30L-4K | 70 | 87 | 4,503 | 4,629 | 4,443 | 4,870 |
| 60L-4K | 140 | 157 | 8,890 | 9,129 | 8,752 | 9,605 |
| 90L-4K | 210 | 227 | 12,917 | 13,289 | 12,763 | 13,982 |

Lumen values based on 5000K CCT, 700 mA, 25 Deg C ambient temperature.

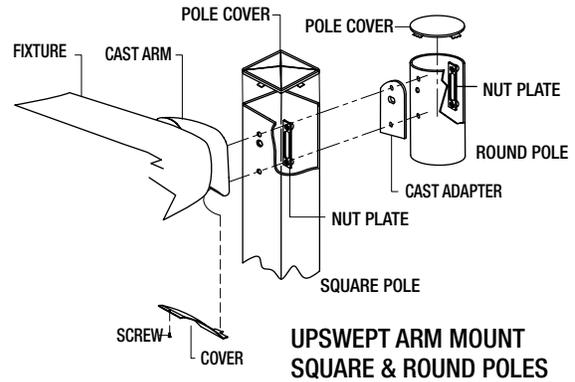
ACCESSORIES

CIMARRON ACCESSORIES

| CATALOG # | DESCRIPTION |
|--------------------------------|--|
| CR-RPA3-XX¹ | Round Pole Adapter for Straight Arm (3¼ - 3¾") |
| CR-RPA4-XX¹ | Round Pole Adapter for Straight Arm (3⅞ - 4½") |
| CR-RPA5-XX¹ | Round Pole Adapter for Straight Arm (5") |
| CR-RPA6-XX¹ | Round Pole Adapter for Straight Arm (6") |
| CRD-RPA2-XX¹ | Round Pole Adapter for Upswept Arm (2¾ - 3⅞") |
| CRD-RPA3-XX¹ | Round Pole Adapter for Upswept Arm (3¼ - 3¾") |
| CRD-RPA4-XX¹ | Round Pole Adapter for Upswept Arm (3⅞ - 4½") |
| CRD-RPA5-XX¹ | Round Pole Adapter for Upswept Arm (5") |
| CRD-RPA6-XX¹ | Round Pole Adapter for Upswept Arm (6") |
| WB-CR-XX¹ | Wall Bracket |
| TPLB-XX¹ | Twin Parallel Luminaire Bracket |

¹ Replace **XX** with color choice, eg.: **DB** for Dark Bronze

² When ordering poles, specify Pole Drill Pattern #2



TENON TOP POLE BRACKET ACCESSORIES (2-1/8" OD tenon)

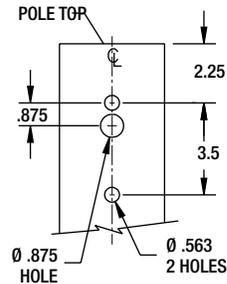
(RSS version requires 4" round pole adapter)

| CATALOG # | DESCRIPTION |
|----------------------------|---|
| SETA-XX¹ | Square Pole Tenon Adapter (4 at 90 degrees) |
| RETA-XX¹ | Round Pole Tenon Adapter (4 at 90 degrees) |
| TETA-XX¹ | Hexagonal Pole Tenon Adapter (3 at 120 degrees) |

¹ Replace **XX** with color choice, eg.: **DB** for Dark Bronze

PHOTOCONTROL EQUIPMENT

| CATALOG # | DESCRIPTION |
|--------------|---|
| PTL-1 | Photocontrol - Twist-Lock Cell (120V) |
| PTL-8 | Photocontrol - Twist-Lock Cell (120-277V) |
| PTL-5 | Photocontrol - Twist-Lock Cell (480V) |
| PTL-6 | Photocontrol - Twist-Lock Cell (347V) |
| PSC | Shorting Cap - Twist-Lock |



#2 DRILL PATTERN FOR POLES

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

SPAULDING
LIGHTING

Spaulding Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • PHONE: 864-678-1000

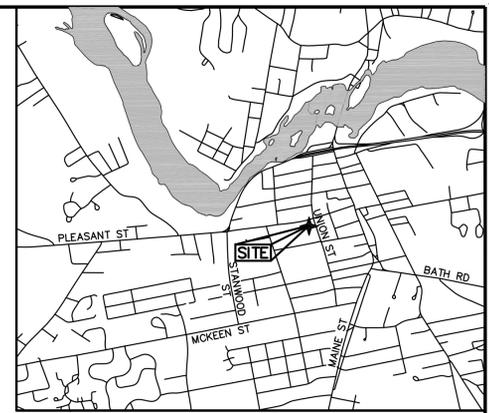
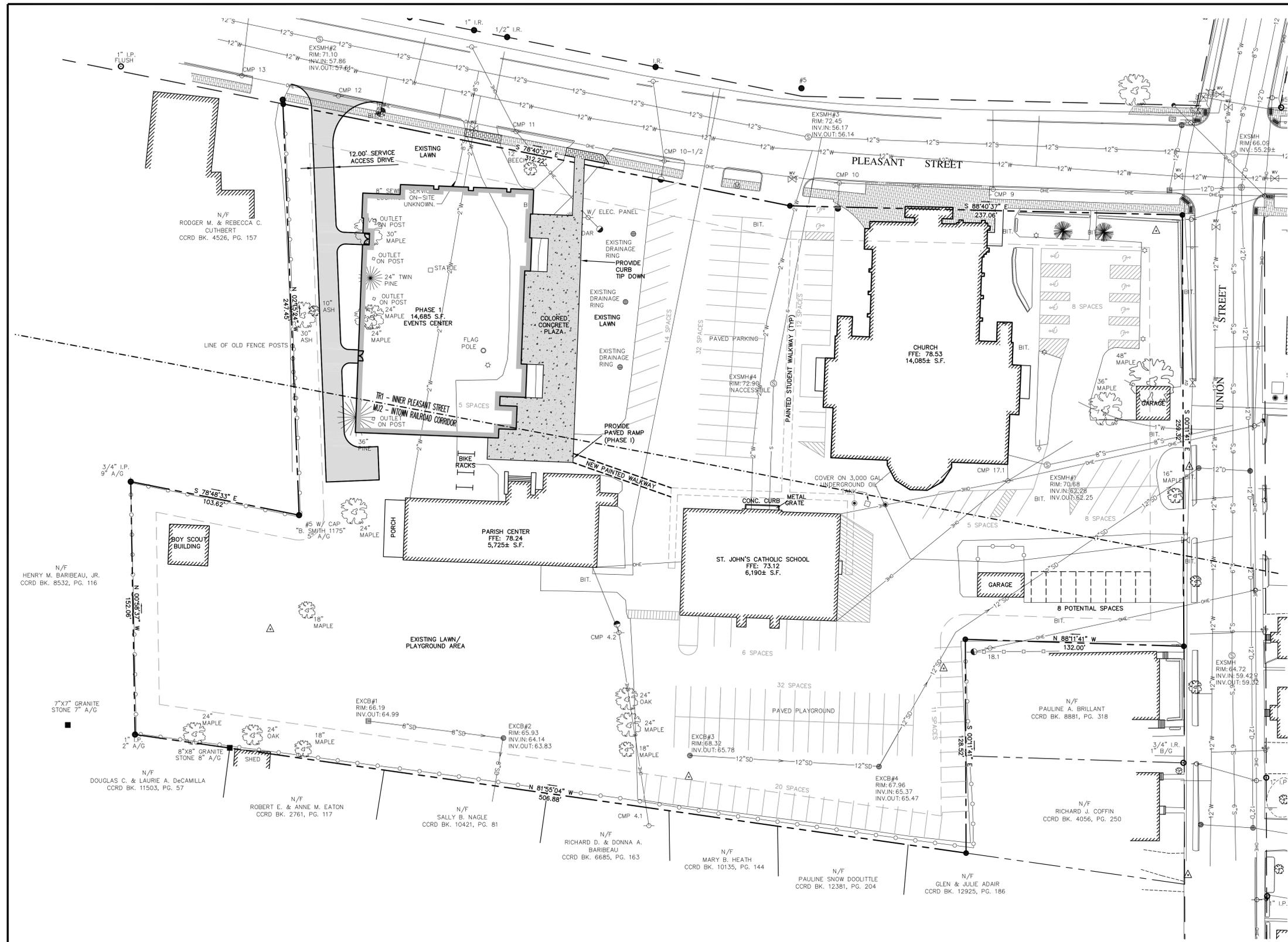
For more information visit our web site: www.spauldinglighting.com

Current Zoning

| <u>Use</u> | <u>Parking Req.</u> | <u>Applicable Criteria</u> | <u>Number of Req. Parking</u> |
|--------------|---------------------|----------------------------|-------------------------------|
| Church | 1 per 4 seats | 600 seats | 150 spaces |
| Event Center | 1 per 4 seats | 200 seats | 50 spaces |
| School | As appropriate | N/A | 30 spaces |
| | | Total Required | 230 spaces |
| | | Provided | 174 spaces |

Draft Zoning

| <u>Use</u> | <u>Parking Req.</u> | <u>Applicable Criteria</u> | <u>Number of Req. Parking</u> |
|--------------|-------------------------------------|----------------------------|-------------------------------|
| Church | 1 per 5 persons of maximum capacity | 600 persons | 120 spaces |
| Event Center | 1 per 300 s.f. | 14,685 s.f. | 49 spaces |
| School | 1 per classroom + 10 visitor spaces | 18 classrooms | 28 spaces |
| | | Total Required | 197 spaces |
| | | Provided | 174 spaces |



LOCATION MAP
NOT TO SCALE

- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:**
THE SITE IS OWNED BY ROMAN CATHOLIC BISHOP OF PORTLAND MAINE TRUST, ST JOHN'S CHURCH (39 PLEASANT STREET, BRUNSWICK, ME 04011)
BK. 431 PG. 91
BK. 888 PG. 423
BK. 991 PG. 105
BK. 1833 PG. 72
BK. 1841 PG. 55
BK. 2260 PG. 116
BK. 2971 PG. 789
 - PLAN REFERENCE(S):**
A) PLAN ENTITLED, "STANDARD BOUNDARY SURVEY FOR ROMAN CATHOLIC BISHOP OF PORTLAND PLEASANT & UNION STREETS BRUNSWICK, MAINE", DATED MAY 1999, BY ROBERT M. SPIVEY, PLS 1338.
 - AREA INFORMATION:**
PARCEL AREA= 203,902 S.F. OR 4.68 ACRES
AREA IN MU2 ZONE= 107,578 S.F. OR 2.47 ACRES (52.8%)
AREA IN TR1 ZONE= 96,324 S.F. OR 2.21 ACRES (47.2%)
IMPERVIOUS AREA= 118,610 S.F. OR 2.72 ACRES (58.2%)
 - TAX MAP REFERENCE:**
TAX MAP U16, LOTS 47 & 48.
 - ORDINANCE STANDARDS:**
PARCEL IS LOCATED WITHIN THE VILLAGE REVIEW ZONE (VRZ)
ZONE: MU2 (INTOWN RAILROAD CORRIDOR ZONE)
MINIMUM LOT SIZE: 10,000 S.F.
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 60'
2.) YARD DEPTHS
A) FRONT = 20'
B) REAR = 20'
C) SIDE = 15'
3.) MAXIMUM BUILDING HEIGHT = 40'
MAXIMUM BUILDING FOOTPRINT = 20,000 S.F.
MAXIMUM IMPERVIOUS 75%
ZONE: TR1 (INNER PLEASANT STREET NEIGHBORHOOD ZONE)
MINIMUM LOT SIZE: 7,500 S.F.
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 65'
2.) YARD DEPTHS
A) FRONT = 15'
B) REAR = 15'
C) SIDE = 15'
3.) MAXIMUM BUILDING HEIGHT = 35'
MAXIMUM BUILDING FOOTPRINT = 7,500 S.F.
MAXIMUM IMPERVIOUS 50%
 - PROPOSED SITE TABULATIONS (PHASE 1):**
EXISTING IMPERVIOUS AREA= 118,610 S.F. OR 2.72 ACRES (58.2%)
PROPOSED IMPERVIOUS AREA= 130,000 S.F. ±
EXISTING PARKING= 153 SPACES (10 HANDICAP)
PROPOSED PARKING= 148 SPACES (10 HANDICAP) + (8 POTENTIAL)

**PHASE 1
SKETCH PLAN**

EVENTS CENTER
ALL SAINTS PARISH

ST. JOHN'S CAMPUS
35-39 PLEASANT STREET - BRUNSWICK, ME

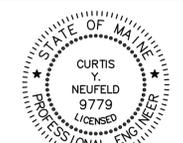
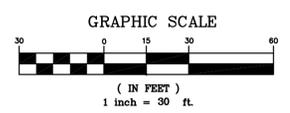
SITELINES, PA
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com

| | | |
|------------------|--------------------|--------------------|
| FIELD WK: MC/CH | SCALE: 1"=30' | SHEET: 1 |
| DRN BY: RPL | JOB #: 1340.01 | |
| CH'D BY: KPC | MAP/LOT: U16/47&48 | |
| DATE: 02-09-2016 | FILE: 1340.01-SITE | |

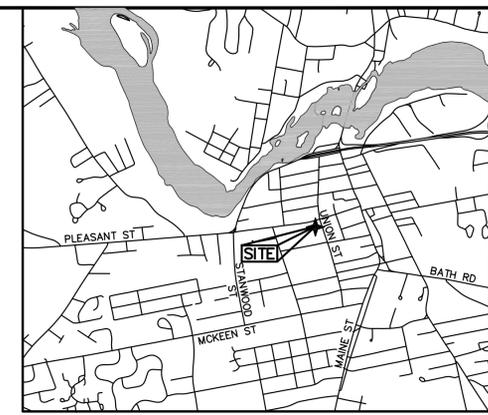
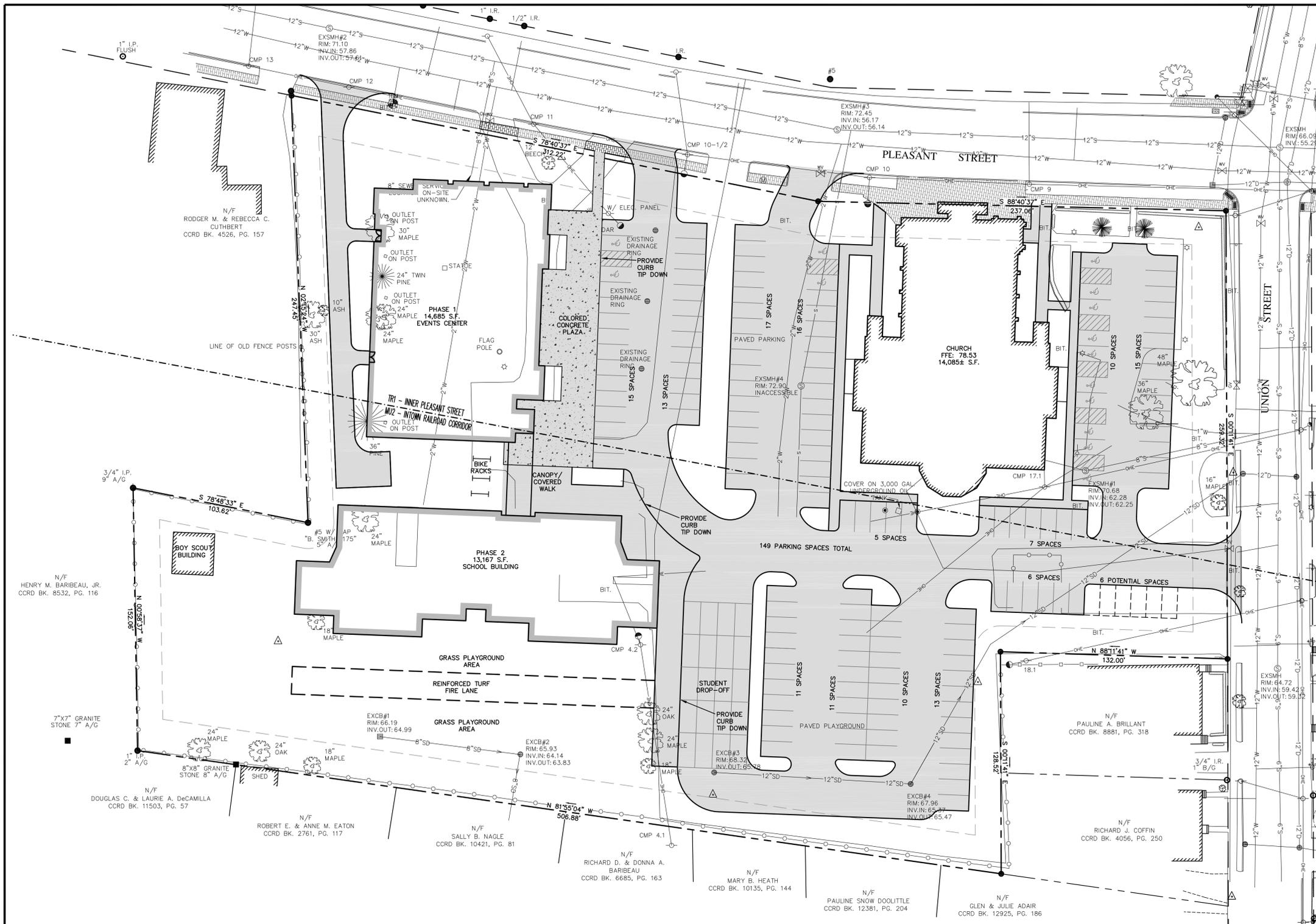
PROGRESS PRINT
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.



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



PRELIMINARY



LOCATION MAP
NOT TO SCALE

- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:**
THE SITE IS OWNED BY ROMAN CATHOLIC BISHOP OF PORTLAND MAINE TRUST, ST JOHN'S CHURCH (39 PLEASANT STREET, BRUNSWICK, ME 04011)
BK. 431 PG. 91
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A) PLAN ENTITLED, "STANDARD BOUNDARY SURVEY FOR ROMAN CATHOLIC BISHOP OF PORTLAND PLEASANT & UNION STREETS BRUNSWICK, MAINE", DATED MAY 1999, BY ROBERT M. SPIVEY, PLS 1338.
 - AREA INFORMATION:**
PARCEL AREA = 203,902 S.F. OR 4.68 ACRES
AREA IN MU2 ZONE = 107,578 S.F. OR 2.47 ACRES (52.8%)
AREA IN TR1 ZONE = 96,324 S.F. OR 2.21 ACRES (47.2%)
IMPERVIOUS AREA = 118,610 S.F. OR 2.72 ACRES (58.2%)
 - TAX MAP REFERENCE:**
TAX MAP U16, LOTS 47 & 48.
 - ORDINANCE STANDARDS:**
PARCEL IS LOCATED WITHIN THE VILLAGE REVIEW ZONE (VRZ)
ZONE: MU2 (INTOWN RAILROAD CORRIDOR ZONE)
MINIMUM LOT SIZE: 10,000 S.F.
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 60'
2.) YARD DEPTHS
A) FRONT = 20'
B) REAR = 20'
C) SIDE = 15'
3.) MAXIMUM BUILDING HEIGHT = 40'
MAXIMUM BUILDING FOOTPRINT = 20,000 S.F.
MAXIMUM IMPERVIOUS 75%
ZONE: TR1 (INNER PLEASANT STREET NEIGHBORHOOD ZONE)
MINIMUM LOT SIZE: 7,500 S.F.
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 65'
2.) YARD DEPTHS
A) FRONT = 15'
B) REAR = 15'
C) SIDE = 15'
3.) MAXIMUM BUILDING HEIGHT = 35'
MAXIMUM BUILDING FOOTPRINT = 7,500 S.F.
MAXIMUM IMPERVIOUS 50%
6. **PROPOSED SITE TABULATIONS:**
EXISTING CHURCH - 13,978 S.F.
EVENTS CENTER - 14,685 S.F.
NEW SCHOOL - 13,167 S.F.
PARKING - 174 SPACES (14 HANDICAP)
TOTAL IMPERVIOUS AREA - 124,000 S.F.±

N/F HENRY M. BARIBEAU, JR.
CCRD BK. 8532, PG. 116

N/F DOUGLAS C. & LAURIE A. DeCAMILLA
CCRD BK. 11503, PG. 57

N/F ROBERT E. & ANNE M. EATON
CCRD BK. 2761, PG. 117

N/F SALLY B. NAGLE
CCRD BK. 10421, PG. 81

N/F RICHARD D. & DONNA A. BARIBEAU
CCRD BK. 6685, PG. 163

N/F MARY B. HEATH
CCRD BK. 10135, PG. 144

N/F PAULINE SNOW DOOLITTLE
CCRD BK. 12381, PG. 204

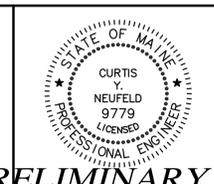
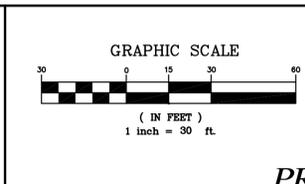
N/F GLEN & JULIE ADAIR
CCRD BK. 12925, PG. 186

N/F RICHARD J. COFFIN
CCRD BK. 4056, PG. 250

N/F PAULINE A. BRILLANT
CCRD BK. 8881, PG. 318

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.

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



PRELIMINARY

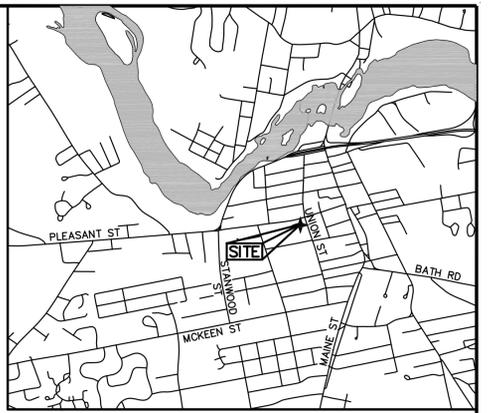
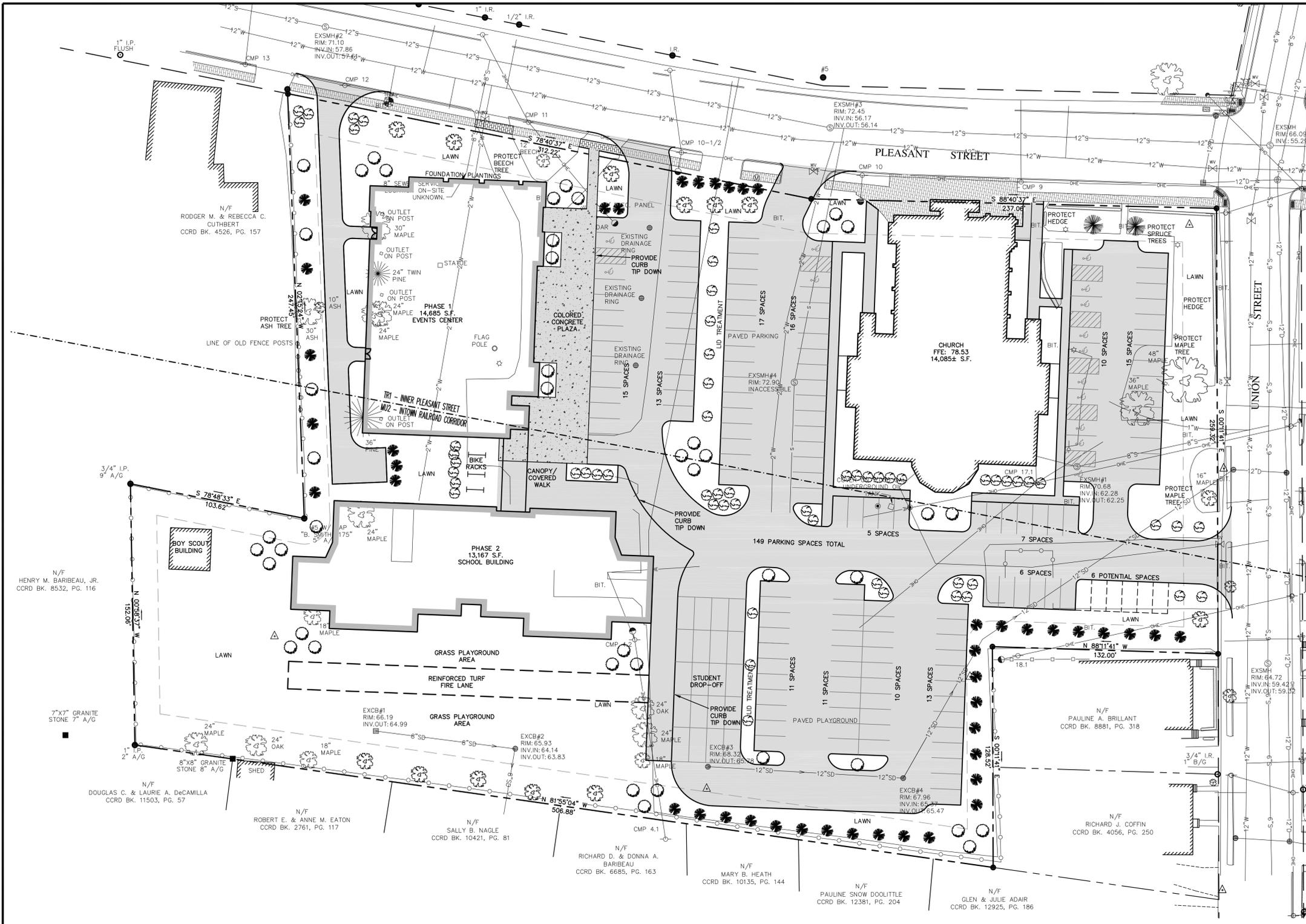
**MASTER PLAN
COMMON DEVELOPMENT PLAN**

EVENTS CENTER & SCHOOL
ALL SAINTS PARISH

ST. JOHN'S CAMPUS
35-39 PLEASANT STREET - BRUNSWICK, ME

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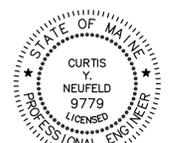
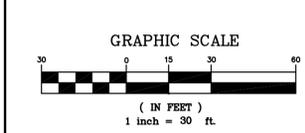
| | | |
|------------------|--------------------|----------|
| FIELD WK: MC/CH | SCALE: 1"=30' | SHEET: |
| DRN BY: RPL | JOB #: 1340.01 | 2 |
| CH'D BY: KPC | MAP/LOT: U16/47&48 | |
| DATE: 02-09-2016 | FILE: 1340.01-SITE | |



LOCATION MAP
NOT TO SCALE

- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:**
THE SITE IS OWNED BY ROMAN CATHOLIC BISHOP OF PORTLAND MAINE TRUST, ST JOHN'S CHURCH (39 PLEASANT STREET, BRUNSWICK, ME 04011)
BK. 431 PG. 91
BK. 888 PG. 423
BK. 991 PG. 105
BK. 1833 PG. 72
BK. 1841 PG. 55
BK. 2260 PG. 116
BK. 2971 PG. 789
 - PLAN REFERENCE(S):**
A) PLAN ENTITLED, "STANDARD BOUNDARY SURVEY FOR ROMAN CATHOLIC BISHOP OF PORTLAND PLEASANT & UNION STREETS BRUNSWICK, MAINE", DATED MAY 1999, BY ROBERT M. SPIVEY, PLS 1338.
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TAX MAP U16, LOTS 47 & 48.
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B) REAR = 20'
C) SIDE = 15'
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MAXIMUM BUILDING FOOTPRINT = 20,000 S.F.
MAXIMUM IMPERVIOUS 75%
ZONE: TR1 (INNER PLEASANT STREET NEIGHBORHOOD ZONE)
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2.) YARD DEPTHS
A) FRONT = 15'
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C) SIDE = 15'
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MAXIMUM BUILDING FOOTPRINT = 7,500 S.F.
MAXIMUM IMPERVIOUS 50%
6. **PROPOSED SITE TABULATIONS:**
EXISTING CHURCH - 13,978 S.F.
EVENTS CENTER - 14,685 S.F.
NEW SCHOOL - 13,167 S.F.
PARKING - 174 SPACES (14 HANDICAP) + 6 POTENTIAL SPACES
TOTAL IMPERVIOUS AREA - 124,000 S.F.±

| SYMBOL | SYMBOL |
|--------|--|
| | ASH VARIETIES; HONEY LOCUST VARIETIES; LINDEN VARIETIES; MAPLE VARIETIES; GINKGO; CATALPA; TURKISH FILBERT; AMERICAN YELLOWWOOD. |
| | BIRCH VARIETIES; CHERRY VARIETIES; CRAB APPLE VARIETIES; KOUSA DOGWOOD; JAPANESE TREE LILAC; WASHINGTON HAWTHORN; MAGNOLIA VARIETIES; AMELANCHER VARIETIES; FLOWERING PEAR VARIETIES; AMERICAN HOORNBEEAM. |
| | SPRUCE VARIETIES; PINE VARIETIES; CANADIAN HEMLOCK AND FIR VARIETIES. |
| | AZALEA VARIETIES; BLUEBERRY; DOGWOOD VARIETIES; EUNYMUS VARIETIES; FORSYTHIA; LILAC VARIETIES; VIBURNUM VARIETIES; ARBORVITAE; ANDROMEDA VARIETIES; JAPANESE YEW; JUNIPER VARIETIES; RHODODENDRON VARIETIES; ORNAMENTAL GRASSES; DAYLILY VARIETIES; SEDUM VARIETIES. |



PRELIMINARY

**LANDSCAPE CONCEPT PLAN
COMMON DEVELOPMENT PLAN**

EVENTS CENTER & SCHOOL
ALL SAINTS PARISH

ST. JOHN'S CAMPUS
35-39 PLEASANT STREET - BRUNSWICK, ME

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| | | |
|------------------|--------------------|---|
| FIELD WK: MC/CH | SCALE: 1"=30' | 3 |
| DRN BY: RPL | JOB #: 1340.01 | |
| CH'D BY: KPC | MAP/LOT: U16/47&48 | |
| DATE: 02-09-2016 | FILE: 1340.01-SITE | |

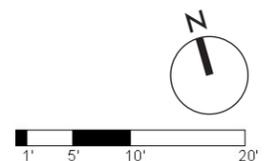


ALL SAINTS PARISH EVENTS CENTER St. John's Campus, Brunswick, ME
Conceptual Design Submission
16 June 2011



75 York Street
Portland, ME 04101
207-772-4656
www.SimonsArchitects.com

First Floor Plan



St. John's Catholic School: Philosophy

Students are welcomed into a caring and stimulating environment where they learn to think independently, become socially competent, and make decisions based on Catholic teachings. Our school ministry is expressed in objectives of personal spirituality, social justice and fairness, and a rigorous academic program where curiosity and excellence are expected.

As Disciples of Christ, students, staff, and families are encouraged to show kindness, respect, and concern for others, for the school, and for the community. Each of us, as children of God, made in His image, has been given talents and gifts which must be respected, loved, and honored in His name.

The school is confident that in this environment where a strong sense of self, fostered by a well balanced, challenging academic curriculum and supported by a rich and vibrant faith life, each child will grow in mind, body, and soul and succeed in God's world.

SCHEMATIC DESIGN NARRATIVE

St. John the Baptist Church is part of All Saints Parish, which also includes six other churches in Brunswick, Bath, Richmond, Harpswell, Newcastle, and Boothbay Harbor. The St. John's campus includes the church, St. John's Catholic School a largely unused Convent building and parking lots accessed from Pleasant and Union Streets in Brunswick. The school enrolls approximately 175 - 195 students from kindergarten through the eighth grade and is located in a two story brick building with basement built around 1913, with renovations made in 1943 after fire burned off the third floor. While the school has been using the basement of the church for its cafeteria, sports, theater and music programs as well as storage, the existing space is inadequate. The kitchen is outdated, the floor of the basement slopes, and the space for the music program is cramped and dark. The students currently must traverse the parking lot between the church basement and the school building which is a significant safety concern.

All Saints Parish did preliminary design work in 2008 and completed a Campus Master Plan in February of 2010. As part of the Master Plan, the decision was made to first build a multi-purpose Events Center that would accommodate the athletic program for the school, the band and music programs, the performing arts programs, a kitchen and serving space that would support both school and parish functions, meeting spaces, and a small adoration chapel with a separate entrance. Once the Event Center is completed, the old brick convent and school building can be torn down and a new school building for St. John's Catholic School will be constructed adjacent to the Events Center in a future phase. The goal is to create improved facilities which are universally accessible for the Parish and the school, as well as a more unified and functional campus with streamlined traffic and parking patterns.

In the fall of 2010, All Saints Parish and the Events Center building committee hired Scott Simons Architects to develop a conceptual plan for the Events Center. Working collaboratively with the building committee, SSA first determined where the new building would be located on the available site, taking into consideration the zoning requirements of the Town of Brunswick and the desire to connect a new educational facility for St. John's Catholic School in the future. Considerations included size, location and access to play area and green space, traffic configuration, relationship to the church, and overall campus parking requirements. The committee weighed the benefits of locating the building on an east-west orientation and a north-south orientation, determining that the north-south orientation was the best long-term solution for the siting of the new building.

Located along Pleasant Street, the new 14,700 SF Parish Events Center is designed to relate to the architecture of the stone church and surrounding historical context while speaking to the forward looking vision of the Parish and School. The primary entrance to the Events Center is located at the southeast corner within close proximity to the current school and the future site of the new school. A glass entry vestibule is tucked under a protective canopy and opens into a large lobby space that is naturally lit from above with windows that pop up above the roof. Adjacent to the lobby is a meeting room for approximately 15 people and storage closets for folding tables and chairs. Access directly from the lobby is the central focus of building, a multifunctional space designed to serve as a gymnasium, cafeteria and auditorium for use by the Parish

community and St. John's School. It is sized to meet high school basketball requirements and will support the elementary and the 7th and 8th grade athletic programs. Bleachers that can accommodate 150 spectators are located along one side. The music room and raised stage are located along the Pleasant Street side of the gymnasium, along with costume/stage storage and instrument storage spaces. Storage closets for gym equipment and cafeteria tables are located along the east wall of the gym.

The west side of the building is a single story structure which contains the support spaces including storage, mechanical and custodial spaces, two bathrooms, and two locker rooms equipped with two showers and 30 lockers each. The kitchen area has room for preparation and serving, with an area for recycling. A new adoration chapel is located on the northeast corner of the Events Center, with close proximity to the Church and parking. The chapel has a separate entry with a welcoming lobby and toilet/changing room, so that it may remain open 24 hours a day independently.

The east elevation has three large windows and glass doors that provide ample light for the gymnasium and at the same time allows a view of St. John the Baptist Church exterior from the interior. Along the exterior, there is a colored concrete plaza that creates a space for outdoor events between the Events Center and the parking lot in view of the Church. Walkways are designed to align with entrances to the church. A covered entry vestibule to the lobby at the southeast corner faces the church. The south elevation has been designed so the main lobby will easily connect to a new St. John's Catholic School in the future. The north elevation is divided into four segments that breakdown the scale of the building in relationship to the residential scale of the neighborhood. The west elevation has fewer openings in the façade, in keeping with its placement along the boundary of the site and the utilitarian function of the spaces. There is an access road along the west elevation to accommodate deliveries to the kitchen and for fire department access. Distinguished by its reused stain glass windows, and a hipped roof with clerestory windows, the chapel will serve as a visual marker on the prominent northeast corner of the site.

The materials for the Events Center complement the rich colors and texture of the stone church while acknowledging the contemporary functions and uses of the Events Center. A pattern of large bricks or stone veneer define the majority of the east and north sides of the building. In reference to the lighter sandstone elements of the church, split face insulated block is used to create recessed vertical slots in the façade and along the south side and comprises the entire single story west side. The hip roof is a metal standing seam roof with zinc coated copper flashing at all edges. A translucent Kalwall clerestory runs around the perimeter of the gym / auditorium space providing ambient natural light and reducing the need for lighting during the day.



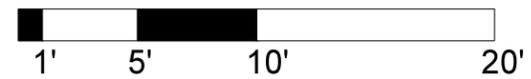
North Elevation



South Elevation



Proposed North Elevation



scott simons architects

designed for human potential
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All Saints Event Center

Portland, Maine

05 July 2016



East Elevation



West Elevation



View from the Northwest

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All Saints Event Center

Portland, Maine

05 July 2016



Birdseye view from the Southwest

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All Saints Event Center

Portland, Maine

05 July 2016



Birdseye View from the Southeast

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All Saints Event Center

Portland, Maine

05 July 2016



View from Sidewalk as Designed

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All Saints Event Center

Portland, Maine

05 July 2016



View from Sidewalk moved 10 feet south

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All Saints Event Center

Portland, Maine

05 July 2016



View from Down Pleasant Street as Designed

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All Saints Event Center

Portland, Maine

05 July 2016



View from Down Pleasant Street moved 10 feet south

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All Saints Event Center

Portland, Maine

05 July 2016



View from Across the street as Designed

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All Saints Event Center

Portland, Maine

05 July 2016



View from Across the street moved 10 feet south

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All Saints Event Center

Portland, Maine

05 July 2016



View from Sidewalk Corner as Designed

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All Saints Event Center

Portland, Maine

05 July 2016



View from Sidewalk Corner moved 10 feet south

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designed for human potential

75 York Street, Portland, ME 04101
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All Saints Event Center

Portland, Maine

05 July 2016

Know all Men by these Presents, That

we, Lida Chenery, of Portland, Fannie S. Hall, Ernest Merryman and Andrew G. Merryman, of Brunswick in the County of Cumberland and State of Maine, and Nellie Vaill, of Worcester in the Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations, ^{paid by} the Roman Catholic Bishop of Portland, a corporation sole created by and existing under the laws of the State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Roman Catholic Bishop of Portland, its successors and assigns forever, a certain lot or parcel of land in said Brunswick, with all buildings thereon, bounded on the north by Pleasant Street, so-called: on the west by land of William R. Lincoln: on the south by lands owned by E. T. Getchell, Mabel Turner and George D. Campbell; and on the east by land of the Grantee; being and intending hereby to convey the same premises described in the deed from Nathaniel Badger and others to Paul Curtis Merryman by deed dated June 24, A.D. 1863, and recorded in Cumberland Registry of Deeds, Book 319, Page 516, the Grantors in this deed being all of the heirs-at-law of said Paul Curtis Merryman and of his widow, Ann E. Merryman, now deceased.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantee, its successors ~~heirs~~ and assigns, to its and their use and behoof forever. And we do covenant with the said Grantee, its successors ~~heirs~~ and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, its successors ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we, the said Grantors, and Willis M. Chenery, husband of said Lida, Fred E. Hall, husband of the said Fannie, and Charles F. Vaill, husband of said Nellie, joining in this deed as Grantors, and relinquishing and conveying their rights by descent and all other rights in the above described premises, ^{have hereunto set} our hands and seal - this twenty-first day of February in the year of our Lord one thousand nine hundred and twelve.

Signed, Sealed and Delivered
in presence of
Edward W. Wheeler

Lida Chenery Seal.
Willis W. Chenery Seal.
Fannie S. Hall Seal.
Fred E. Hall Seal.
Nellie Vaill Seal.
Charles F. Vaill Seal.
Andrew G. Merryman Seal.
Ernest Merryman Seal.

State of Maine, CUMBERLAND, SS. February 21, 1912 Personally appeared
the above named Ernest Merryman

and acknowledged the above instrument to be his free act and deed.

Before me, Edward W. Wheeler, Justice of the Peace.

Received March 9, 1912, at 9 o'clock - m. A. M., and recorded according to the original.

Know all Men by these Presents, That

I, Lina Purington Randall, of Brunswick, in the County of Cumberland, and State of Maine,

in consideration of one dollar and other valuable considerations, paid by the Roman Catholic Bishop of Portland, a corporation sole created by and existing under the laws of the State of Maine,

~~the~~ receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Roman Catholic Bishop of Portland, its successors and assigns forever, a certain parcel of land situated in said Brunswick and bounded and described as follows: Beginning at a point in my Westerly line three feet Southerly of the range of the Southerly line of the church building, as recently constructed; thence running Easterly parallel to and three feet distant Southerly from the said South range of the church building thirty-three and nine-tenths feet to an iron pipe driven into the ground three feet Easterly from the Easterly range of the church building; thence Northerly at right angles, parallel to and three feet distant Easterly from the said Easterly range of the church building about fourteen feet to the fence and a stake driven into the ground; thence Westerly with the line of fence thirty-four and seven-tenths feet to the North-west corner of my lot; thence Southerly with the line of fence eleven and six-tenths feet to the point of beginning, meaning and intending hereby to convey sufficient land to permit the squaring of the Roman Catholic Church edifice by filling or building in an angle of the structure as it now stands, and to leave a passage-way or vacant space of three feet between the sides of the building when squared as aforesaid and the remaining land of the Grantor; being a part of the premises conveyed to me by Elizabeth T. Booker by her deed dated March 20, A. D. 1912, and recorded in Cumberland County Registry of Deeds, Book 930, Page 203.

~~On~~ ~~have~~ and ~~in~~ ~~hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Roman Catholic Bishop of Portland, its successors heirs and assigns, to its ~~their~~ use and behoof forever. And I do covenant with the said Roman Catholic Bishop of Portland, its successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Roman Catholic Bishop of Portland, to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Roman Catholic Bishop of Portland, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Lina Purington Randall and John O. Randall, husband of the said Lina Purington Randall, joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all his other rights in the above described premises, have hereunto set our hand and seals this Seventeenth day of May in the year of our Lord one thousand nine hundred and seventeen.

Signed, Sealed and Delivered in presence of

G. Allen Howe, Lina Purington Randall, Seal
John O. Randall, Seal

State of Maine, CUMBERLAND, SS. May 17, 1917. Personally appeared the above named Lina Purington Randall,

and acknowledged the above instrument to be her free act and deed. Before me, G. Allen Howe, Justice of the Peace.

Received May 24, 1917, at 11 o'clock 1 m. A. M., and recorded according to the original.

Know all Men by these Presents, That

We, Joseph L. Lavoie and Cecile F. Lavoie, husband and wife and joint tenants of Brunswick in the County of Cumberland in the State of Maine,

in consideration of one dollar and other valuable considerations, paid by Roman Catholic Bishop of Portland, a Corporation sole, created by and existing under and by virtue of the laws of the State of Maine,

the receipt whereof we do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Corporation sole, and its forever, a certain lot or parcel of land with the buildings thereon, situated on the South side of Pleasant Street in said Brunswick and bounded and described as follows, to wit:

Commencing at the northwest corner of land formerly of Harriet A. Lincoln at an iron rod in the ground; thence running southerly by the west line of the said Harriet A. Lincoln lot one hundred and twenty-five feet (125) to an iron rod in the ground; thence running easterly by the south side of the said Harriet A. Lincoln lot sixty feet (60) to an iron rod in the ground in the west line of land formerly of William R. Lincoln; thence running southerly by the west line of the said William R. Lincoln lot to a fence and the land now or formerly of E.G. Simpson; thence westerly by said fence and by land now or formerly of said Simpson, by land now or formerly of one Whitmore, by land now or formerly of D.T. Toothaker, and by land now or formerly of one Dennison and land of others to land formerly owned by the late Jordan Snow; thence northerly by said Jordan Snow's easterly line to Pleasant Street; thence easterly by the southerly line of said street to the place of beginning.

Excepting, however, a lot of land sold by Judson E. Langen and Annie I. Langen to Harriet A. Lincoln, said lot being south of said Lincoln land.

Being the same premises conveyed to us by two deeds, one from Gertrude L. Stover et al, dated August 16, 1935 and recorded in Cumberland County Registry of Deeds, Book 1478, Page 95, and the other from Mary L. Aubens dated June 7, 1946, and recorded in said Registry in Book 1821, Page 431.

The Grantors herein hereby reserve the right to occupy the west half of the house on said premises as now occupied by them until such time as they may conveniently vacate said premises, but no later than the first day of April 1947.

The Grantors herein hereby agree to pay all taxes for the year 1946 and the Grantee hereby agrees to pay all taxes for the year 1947.

The Grantors herein hereby agree to pay all water bills contracted during their occupancy.

The Grantors herein hereby reserve the right to collect rent from the other tenant on said west side of said house during occupancy by said Grantors but no later than the first day of April 1947, said Grantors however, undertake to give due care to said premises, prevent trespass and damage to said property during their occupancy.

U.S.I.R.
\$19.80
J.L.L.
7/24/46

~~On here and to hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantee, and its assigns, to them and

their use and behoof forever. And we do covenant with the said Grantee, and its assigns, heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, and its assigns

~~heirs and assigns~~ forever, against the lawful claims and demands of all persons. In Witness Whereof, I, the said Joseph L. Lavoie and Cecile F. Lavoie, for herself and as wife of the said Joseph L. Lavoie, joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises,

our hand and seal this twenty-fourth day of July one thousand nine hundred and forty-six. have hereunto set in the year of our Lord

Signed, Sealed and Delivered in presence of

Eudore A. Drapeau

Joseph L. Lavoie

Seal

to both

Cecile F. Lavoie

Seal

State of Maine, CUMBERLAND, ss.

July 24, 1946

Personally appeared

the above named Joseph L. Lavoie and Cecile F. Lavoie

and acknowledged the foregoing instrument to be their free act and deed.

Before me, Eudore A. Drapeau Notary Public Notarial Seal

Received August 7, 1946, at 1 o'clock 45m. P. M., and recorded according to the original.

Know all Men by these Presents, That

Lina P. Randall of Brunswick, in the County of Cumberland and State of Maine,

in consideration of one dollar and other considerations, paid by the Roman Catholic Bishop of Portland, in the County of Cumberland and State of Maine, a corporation sole, the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Roman Catholic Bishop of Portland, a corporation sole, his successors and assigns forever, a certain lot or parcel of land in said Brunswick, with all the buildings thereon, bounded easterly by Union Street; southerly by other land now or formerly of Georgia Ellen Totman; westerly and northerly by land of the Roman Catholic Bishop of Portland. Being the same premises which were conveyed to this Grantor by Elizabeth T. Booker by her Deed of Warranty dated March 20, 1912, and recorded in the Cumberland County Registry of Deeds in Book 930 at Page 203, excepting that portion previously conveyed by this Grantor to the Roman Catholic Bishop of Portland, Maine,

A portion of the barn located on the premises projects onto the land of Georgia Ellen Totman, and it is understood and agreed as a part of this conveyance that the barn is to be removed by the Grantee.

On Have and to Hold the aforegranted and bargained premises, with all ^{the} the privileges and appurtenances thereof, to the said Roman Catholic Bishop, his successors and assigns, to his and their use and behoof forever. And I do covenant with the said Grantee, his successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, his successors heirs and assigns forever, against the lawful claims and demands of all persons.

U.S.I.R.
\$5.50
9/19/46
L.P.R.

In Witness Whereof, the said Lina P. Randall, a widow

my hand and seal this nineteenth day of September in the year of our Lord one thousand nine hundred and forty-six. have hereunto set

Signed, Sealed and Delivered in presence of

Leon L. Spinney

Lina P. Randall

Seal

State of Maine, CUMBERLAND, SS. September 19, 1946 Personally appeared the above named Lina P. Randall and acknowledged the above instrument to be her free act and deed. Before me, Leon L. Spinney Notary Public Notarial Seal Received September 25, 1946, at 12 o'clock 5 m. P.M., and recorded according to the original.

Beginning at a point on the southerly side of Pleasant Street at the northwest corner of land now owned by the Grantee; thence westerly along the southerly side of said Pleasant Street ninety (90') feet to an iron pipe driven in the ground; thence southerly and at right angles with the first mentioned bound three hundred eight (380') feet more or less, to land now or formerly of William Boucher; thence easterly along the northerly line of said Boucher's land to land of the Grantee ninety (90') feet more or less, to an iron pipe driven in the ground; thence northerly by the westerly line of the Grantee three hundred eighty (380') feet more or less, to the point of beginning.

This third parcel was inherited by Alice V. Lincoln from William Lincoln and was conveyed to the late Louis Laffely by deed dated December 28, 1940 recorded in Book 1644, page 99; Cumberland County Registry of Deeds.

By the last will and testament of Louis Laffely recorded in Book 2050, page 325 in Cumberland County Registry of Deeds, all the above described property was devised to his widow, Rose Laffely and at her subsequent death descended in equal shares to her eight children, of whom six are the Grantors herein.

The property hereby conveyed is located at Brunswick in the county of Cumberland and state of Maine.

~~We have and do hold~~ the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the ~~said~~ Roman Catholic Bishop of Portland, his and its successors

~~heirs~~ and assigns, to its ~~and~~ their use and behoof forever; and each as to one-eighth ~~his and successors~~ And we do ~~renew~~ warrant with the said Grantee ~~and~~ its ~~heirs~~ and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances:

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will ~~warrant and defend~~ the same to the said Grantee, his and its successors ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons.

In ~~Witness Whereof~~ we the said Grantor above named and Marie A., wife of Louis R. Laffely; Romeo Belanger, husband of Cecile Belanger; Doris R., wife of Philippe E. Laffely; Chenel P. Allard, husband of Eva Allard; Yvonne Boucher, wife of Wilfred Laffely; Patricia, wife ~~of~~ Charles T. Laffely.

~~Witness~~ ~~of the said~~

joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this **FIFTH** day of **AUGUST**

118

in the year of our Lord one thousand nine hundred and fifty-five.

Signed, Sealed and Delivered
in presence of

Louis R. Laffely
Maria A. Laffely
Lucile Belanger
Bonnie Belanger
Patricia B. Laffely
Eve A. Laffely
Clara P. Laffely
Philippe E. Laffely
Doris R. Laffely
Wilfred Laffely
Yvonne Laffely
Joseph Laffely

State of Maine, Cumberland,

Personally appeared the above named Louis R. Laffely

on May 5 1955

and acknowledged the foregoing instrument
to be his free act and deed.

Before me,

Clara P. Laffely
Justice of the Peace
Notary Public



REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

OCT 24 1955

Received at 9 H 26 MA M, and recorded in

BOOK 2260 PAGE 116

Robert H. Farson Register

Farson
to
United
States
Lien

Discharge
Book 2284
Page 329

Form 668
REV. JAN. 1955
U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE
NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT Augusta, Maine (Cumberland) NO. P-234

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER
Robert H. Farson, 264 Maine St., Brunswick, Maine
RESIDENCE OR PLACE OF BUSINESS
264 Maine St., Brunswick, Maine

| NATURE OF TAX | ACCOUNT NO. | YEAR OR TAXABLE PERIOD | ASSESSMENT DATE | AMOUNT OF ASSESSMENT |
|---------------|-------------|------------------------|-----------------|----------------------|
| Income | 13783/55 | 1954 | 5/31/55 | \$ 309.80 |
| | | | TOTAL | \$ 309.80 |

WITNESS my hand at Portland, Maine, on this,

the 21st day of October, 19 55

19705

(106)

00789

Know all Men by these Presents,

That We, Robert O. Hyde and E. Adella Hyde, husband and wife, both of Brunswick in the County of Cumberland and State of Maine

in consideration of one dollar and other good and valuable considerations

paid by The Roman Catholic Bishop of Portland, a corporation sole

the receipt whereof we do hereby acknowledge, do hereby

give, grant, bargain, sell and convey, unto the said The Roman Catholic Bishop of

Portland, its successors

~~heirs~~ and assigns forever,

a certain lot or parcel of land with the buildings thereon, situated in said Brunswick, bounded and described as follows, viz: Beginning at a stake and stone set in the ground at the northeast corner of the land formerly owned by David S. Stanwood, now of the Adams heirs; thence by said Stanwood land seven (7) rods and twenty-three (23) links westerly to land formerly of Richard McManus, now of the Roman Catholic Bishop of Portland; thence by said McManus land, now of said Bishop, three (3) rods and twenty-four (24) links northerly to land formerly of Curtis Harmon, now or formerly of Lina P. Randall; thence by said land of Lina P. Randall easterly to Union Street; thence by said Union Street southerly to the corner first named.

Being the same premises conveyed to the Grantors herein by deed of Georgia Ellen Totman dated September 19, 1946 and recorded in the Cumberland County Registry of Deeds in Book 1841, Page 117.

00790

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said The Roman Catholic Bishop of Portland, its successors

heirs and assigns, to its and their use and behoof forever. And we do COVENANT with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises that they are free of all encumbrances:

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, We, the said Robert O. Hyde and E. Adella Hyde, husband and wife, each

and

wife

each

Joining in this deed as Grantors, and/relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this thirty first day of August in the year of our Lord one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered in presence of

[Handwritten signatures]

Robert O. Hyde
E. Adella Hyde

State of Maine, Cumberland

ss.

August 31, 1966

Personally appeared the above named

Robert O. Hyde

and acknowledged the above

instrument to be his free act and deed.

Before me,

[Handwritten signature]

Notary Public

Justice of the Peace.

STATE OF MAINE

CUMBERLAND, ss.

REGISTRY OF DEEDS

Received at 9 H - M. O. M on SEP 7 1966 and recorded in

Book 2971 Page 789 Attest [Handwritten signature] Register

