

# TOWN OF ELIOT, MAINE

## PLANNING BOARD AGENDA

TYPE OF MEETING: IN PERSON WITH REMOTE OPTION  
PLACE: TOWN HALL/ZOOM

DATE: Tuesday Feb. 20, 2024  
TIME: 6:00 P.M.

*PLEASE NOTE: IT IS THE POLICY OF THE PLANNING BOARD THAT THE APPLICANT OR AN AGENT OF THE APPLICANT MUST BE PRESENT IN ORDER FOR REVIEW OF THE APPLICATION TO TAKE PLACE.*

1. **ROLL CALL**

Quorum, Alternate Members, Conflicts of Interest

2. **PLEDGE OF ALLEGIANCE**

3. **MOMENT OF SILENCE**

4. **10-MINUTE PUBLIC INPUT SESSION**

5. **PUBLIC HEARING**

6. **NEW BUSINESS**

- a) 324 Goodwin Road (Map 66/Lot 46), PID# 066-046-000, PB 23-22: Home Business Application: Professional office and equipment storage
- b) 276 Harold L. Dow Highway (Map 37/Lot 9), PID# 037-009-000, PB 24-01: Site Plan Amendment/Review: Equipment, vehicle, boat, and materials storage – sketch plan review
- c) 32 Brook Road (Map 37/ Lot 2-3) PID# 037-002-003, PB 24-02: Site Plan Amendment/Review: Addition of medical marijuana uses to approved adult use marijuana establishment
- d) Ordinance amendments: Floodplain Management Ordinance

7. **OLD BUSINESS**

- a) 705 (708) River Road (Map 50 / Lot 29), PID# 050-029-000, PB 23-07: Preliminary Plan for Residential Subdivision (4 lots)

8. **REVIEW AND APPROVE MINUTES**

9. **OTHER BUSINESS / CORRESPONDENCE**

Updates, if available: Ordinance Subcommittee, Comprehensive Plan, Town Planner, Board Member

- a) Karen Richards letter
- b) Town Counsel letter on 0 Odiome Lane
- c) PB schedule

10. **SET AGENDA AND DATE FOR NEXT MEETING**

- a) March 5, 2024

11. **ADJOURN**

**NOTE:** All Planning Board Agenda Materials are available on the Planning Board/Planning Department webpages for viewing.

**To view a live remote meeting: (Instructions can also be found on the Planning Board webpage)**

- a) Go to [www.eliotme.org](http://www.eliotme.org)
- b) Click on "Meeting Videos" – Located in the second column, on the left-hand side of the screen.
- c) Click on the meeting under "Live Events" – The broadcasting of the meeting will start at 6:00pm (Please note: streaming a remote meeting can be delayed up to a minute)

**Instructions to join remote meeting:**

To participate please call into meeting 5 minutes in advance of meeting start time. Please note that Zoom does state that for some carriers this can be a toll call. You can verify by contacting your carrier.

- a) Please call **1-646-558-8656**
  1. When prompted enter meeting number ID: **889 6582 8396**
  2. When prompted to enter Attendee ID
  3. When prompted enter meeting password: **761877**

Members of the Public calling in, will be first automatically be placed in a virtual waiting room until admitted by one of the members of the Planning Board. Members of the public will be unmuted one at a time to allow for input. Please remember to state your name and address for the record.

- b) Press \*9 to raise your virtual hand to speak

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Christine Bennett, Planning Board Chair

PB23-22: 324 Goodwin Rd. (Map 66, Lot 46): Home Business Application – Professional office and equipment storage



## TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board  
From: Jeff Brubaker, AICP, Town Planner  
Cc: Kathleen and Mark Moriarty, Applicants  
Date: February 14, 2024 (report date)  
February 20, 2024 (meeting date)  
Re: PB23-22: 324 Goodwin Rd. (Map 66, Lot 46): Home Business Application – Professional office and equipment storage

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<b>Application Details/Checklist Documentation</b>	
Address:	324 Goodwin Rd.
Map/Lot:	66/46
Zoning District:	Rural (Critical Rural Overlay)
Shoreland Zoning:	N/A
Owner Name:	Kathleen Moriarty
Applicant Name:	Kathleen and Mark Moriarty
Proposed Project:	Professional office and equipment storage
✓ Application Received by Staff:	11/22/23
Application Fee Paid and Date:	\$200.00 Paid 01/04/2024
Application Sent to Staff Reviewers:	
Application Heard by PB	2/20/24 (scheduled)
Found Complete by PB	
Site Walk	
Public Hearing	
Public Hearing Publication	
✓ Reason for PB Review:	Home Business Application

**Overview:** This Home Business Application is for a professional office and equipment storage to be located at 324 Goodwin Rd. The property is at the corner of Goodwin Rd. and Frost Hill Rd., across from Moriarty Electric Co.

**Type of Review Needed:** Initial review

### **Review notes on application and home business performance standards (45-456.1)**

- **Home business owner home occupancy:** Year round
- **Total home business area (1,500 sf max. allowed):** 1,500 sf
- **Structure used as part of a home business meeting principal setbacks (30' front and**

**rear, 20' side):** Appears to be met, per sketch.

PB23-22: 324 Goodwin Rd. (Map 66, Lot 46): Home Business Application – Professional office and equipment storage

- **Sales of merchandise or products (up to 4 types of allowed sales):** No
- **Non-resident employees (max. 2):** Two (2)
- **Parking spaces for non-residents (max. 4):** Four (4)
  - **Parking spaces within front setback (max. 2):** None, based on sketch plan setback of 37 ft.
- **Home business sign:** No
- **External evidence of the home business and business-related vehicles:** Applicant reports that a solid fence 6-8 ft. high will be installed along Frost Hill Rd. and along neighboring property line.
- **Use and storage of fluids, solids, and gases unique to the business:** None reported in application.
- **Sketch plan:** See application package

#### **Other notes**

- Warranty deed in application submittal
- Hours of operation sought for approval: 7am to 5pm, no days of week listed in application
- Land use table references (45-290):
  - Professional office (for lots not abutting Route 236 in the Rural district, allowable as a home business, subject to Planning Board site plan review)
  - Equipment storage, trucks, three or more: not allowed in Rural district

#### **Recommendation**

Deem application incomplete, continue the review to March 19, and ask the applicant to provide the following information:

- A rationale substantiating that the proposed use (equipment storage) is similar to a permitted use as allowed in the Rural zoning district [45-456.1e1]
- More information on the type of equipment to be stored, to inform 45-456.1(l) and possibly other standards
- A sketch showing the layout of the 1,500 sf of proposed home business space within the warehouse
- Description of how business vehicles will enter and exit the property (e.g. driveway location)

Completeness determination may be recommended if applicant provides the above information at the PB meeting to the satisfaction of the PB.

\* \* \*

Respectfully submitted,

Jeff Brubaker, AICP  
Town Planner



HOME BUSINESS APPLICATION

Date Submitted 11/22/2023

Applicant Name(s) Kathleen & Mark Moriarty

Mailing Address 324 Goodwin Road, Eliot, ME 03903 Phone Kathleen 207-332-5656  
Mark 603-661-6512

If you prefer to receive meeting notices and other communications via email please provide your email below:  
Email address coconutsmile@aol.com and markm@moriartyelectric.com

Property Owner(s) Kathleen Moriarty

Mailing Address 324 Goodwin Road, Eliot, ME 03903 Phone Kathleen 207-332-5656

Property Location/Address 324 Goodwin Road, Eliot, ME 03903

Map 66 Lot 46 Size (acres) 3.320

Zoning District? (*circle all that apply*) Village Rural Suburban

Is any portion of the property in a Shoreland zoning district? YES NO

If yes, which Shoreland zoning district? (*check all that apply*)

- Limited Commercial
- Limited Residential
- Stream Protection
- General Development
- Resource Protection

Non-conforming lot? YES NO

Home business located in a non-conforming structure? YES NO

Establish your legal interest in the property by attaching a copy of the deed, purchase and sales agreement, tax records, or signed lease. Deed (2 pages attached)

Describe the business and its operation (*nature of business, hours of operation, etc.*) )  
Professional office and equipment storage. Hours of operation 7am-5pm.

What permitted use as listed in the Table of Land Use (Sec. 45-290) are you applying for? (*note: cannot be "home business" or "home occupation"*) If your proposed use is not listed, which one is it most similar to?  
Professional office for licensed electrical professionals.

Complete the attached checklist to see if your application complies with the ordinance and return to the Planning Assistant with ten (10) copies of application and plans plus a fee of \$200.00 (\$25 application fee + \$175 for advertising and public hearing expenses).

Applicant Signature [Signature] Date 11/22/2023

Property owner Signature (*if different*) [Signature] Date 11/22/2023

Application received by PA \_\_\_\_\_ Date \_\_\_\_\_



### Eliot Planning Board Home Business Checklist

Please explain how your proposed Home Business meets the ordinance requirements by filling in the blocks below.

**Sec. 45-456. Home Businesses.**

Home Businesses are uses that provide space for commercial activity that is in scale and character with neighborhoods and areas that are primarily residential. Home Businesses must comply with the following requirements:

Item	Section 45-456 Requirement	Explain how your proposal meets this requirement
1.	<p>a. The Home Business must be clearly secondary to the residential use of the property. This means that there must be a dwelling unit on the property, and the dwelling unit must be occupied by an owner of the Home Business during the months of the year that the business is in operation. (As used in this paragraph, the term owner includes a principal of a corporation, limited liability company or other legal entity that owns a business.)</p>	<p>Provide a statement concerning your relationship (owner, renter) to the dwelling unit on the property. Provide the months of the year that you occupy the dwelling unit on the property.</p> <p>As the owner, we reside on this property year-round.</p>
2.	<p>b. The Home Business cannot exceed 1500 square feet in total area. The total area includes all portions of all structures used to support or conduct the Home Business.</p>	<p>How many square feet are you planning to use?</p> <p>1,500 square feet</p>
3.	<p>c. All structures used as part of a Home Business must meet minimum yard and setback requirements for principal structures.</p>	<p>Provide a sketch showing the outline of the property and of all structures on the property, dimensions of the property and of all structures, and dimensions from all structures to the lot lines.</p> <p>Attached</p>



	<p>d. Any use that is not listed in the Table of Land Uses, Section 45-290 may be permitted as a Home Business provided the following requirements are met:</p> <p>(1) The applicant must provide a rationale, acceptable to the Planning Board, substantiating that the proposed use is similar to a permitted use as allowed in the applicable zoning district.</p> <p><b>AND</b></p> <p>(2) The application must be approved by a concurring vote of at least three members of the Planning Board as being similar to a use listed in the Table of Land Uses as allowed in the applicable zoning district.</p>	<p>Is your proposed use in the land use table? If not, why do think it is similar to a use that is listed?</p> <p>Yes, Professional Office.</p>
<p>4.</p>	<p>e. At least one person engaged in the Home Business use must occupy the dwelling unit.</p>	<p>Provide a list of the occupants of the dwelling unit who will be engaged in the Home Business?</p> <p>Mark, Kathleen and Sean Moriarty</p>
<p>5.</p>	<p>f. No more than two persons not occupying the dwelling unit shall be employed on site in the Home Business.</p>	<p>In addition to persons dwelling on the site, how many others will be employed in the Home Business?</p> <p>Two</p>
<p>6.</p>		



7.	<p><b>g.</b> A Home Business may engage in selling of merchandise and products as follows:</p> <ul style="list-style-type: none"><li>(1) On-site sales of merchandise and products that are created, grown, built, or substantially altered as part of the Home Business.</li><li>(2) On-site sales of merchandise and products that are customarily incidental to the services or products provided by a Home Business.</li><li>(3) Off-site, phone, mail, and internet, or similar sales of merchandise and products.</li><li>(4) On-site wholesale distribution of merchandise and products to dealer/sales representatives who sell the merchandise and products off site.</li></ul>	<p>Will you be selling merchandise or products as part of the Home Business? If so, describe the merchandise and products and how they will be sold.</p> <p>No</p>
8.	<p><b>h.</b> Parking shall not exceed four spaces in addition to the spaces required for parking by occupants of the dwelling unit. Parking must meet setback requirements with the exception of two spaces that may be allowed within the front setback only.</p>	<p>How many parking places will you have in addition to those needed by persons residing at the dwelling unit? (Show it on the sketch)</p> <p>Four</p>



9.	i. Sign dimensions must meet Sec. 45-405 residential (non-commercial) requirement and shall be a maximum of 6 sq. ft. in area.	Are you going to have a sign? If so, how big will it be?  No
10.	j. Storage of material associated with the Home Business use and any other external evidence of the business, must be located or screened such that it is not visible from the street or neighboring residences. Signage, lobster traps, boat storage (in accordance with Home Businesses, Water Dependent) and one business related van, pickup truck, or passenger car shall be exempt from screening requirements.	Describe how all external (outside) evidence of the business will be screened from the street and neighboring residences. Describe all business-related vehicles.  Solid fence 6'-8' high will be installed along Frost Hill Road and on property line of adjoining neighbor.
11.	k. Application must identify how all fluids, solids, and gases unique to the business are going to be used and stored. Location and quantity of highly flammable or explosive liquids, solids, or gases shall be identified on the application and referred to the Eliot Fire Chief for review and comment. Material Safety Data Sheets (MSDS) shall be provided by the applicant as required by the Planning Board.	Provide a list of all fluids, solids, and gases that will be used in conducting your business. Describe how these materials will be used, where they will be stored, and the expected quantity.  None



[Space Above This Line For Recording Data]

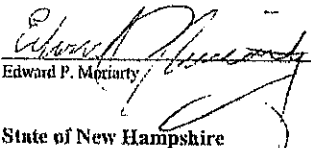
**Warranty Deed**

I, Edward P. Moriarty, unmarried, of 116 Goodwin Road Elliot ME 03903 for consideration paid, grant to Kathleen M. Moriarty, married of 36 Main Street, South Berwick, ME 03908 with WARRANTY COVENANTS as joint tenants with rights of survivorship

FOR LEGAL DESCRIPTION SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.



Meaning and intending to convey the same premises conveyed to Edward P. Moriarty and Dorothy J. Moriarty by deed Dated April 19, 1973 and Recorded with the York Registry of Deeds on April 20, 1973 at Book 1989 Page 217. Edward P. Moriarty is the surviving joint tenant of Dorothy J. Moriarty. Date of deceased is \_\_\_\_\_

Witness my hand this **First day of March, 2002.**

  
Edward P. Moriarty

State of New Hampshire  
County of **ROCKINGHAM**

In **Portsmouth** on the **First day of March, 2002** before me personally appeared **Edward P. Moriarty** who being known to me, or satisfactorily proven, to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

PRINT OR TYPE NAME AND ADDRESS OF GRANTEE:  
Kathleen M. Moriarty 116 Goodwin Road, Elliot, Maine 03903

Mary F. Qua

MAINE R. E. TRANSFER TAX PAID

**Exhibit A - Property Description**

**DEED**

A certain tract or parcel of land with the buildings thereon, if any, situated at the intersection of Goodwin Road and Frost Hill Road in the Town of Eliot, County of York, State of Maine, bounded and described as follows:

Beginning at a hub set in the ground at the intersection of said Goodwin Road and said Frost Hill Road and the northwesterly corner of the land herein conveyed and thence running easterly by Frost Hill Road, four hundred eighty-five (485) feet to a hub set in the ground; thence

Turning and running at right angles southerly by other land of grantors, four hundred seventeen (417) feet, more or less, to line of land of Hanscom; thence

Turning and running westerly by line of land of said Hanscom, four hundred (400) feet, more or less, to a hub set in the ground at said Goodwin Road; thence

Turning and running in a northwesterly and then northerly direction by said Goodwin Road to a hub set in the ground and the point of beginning.

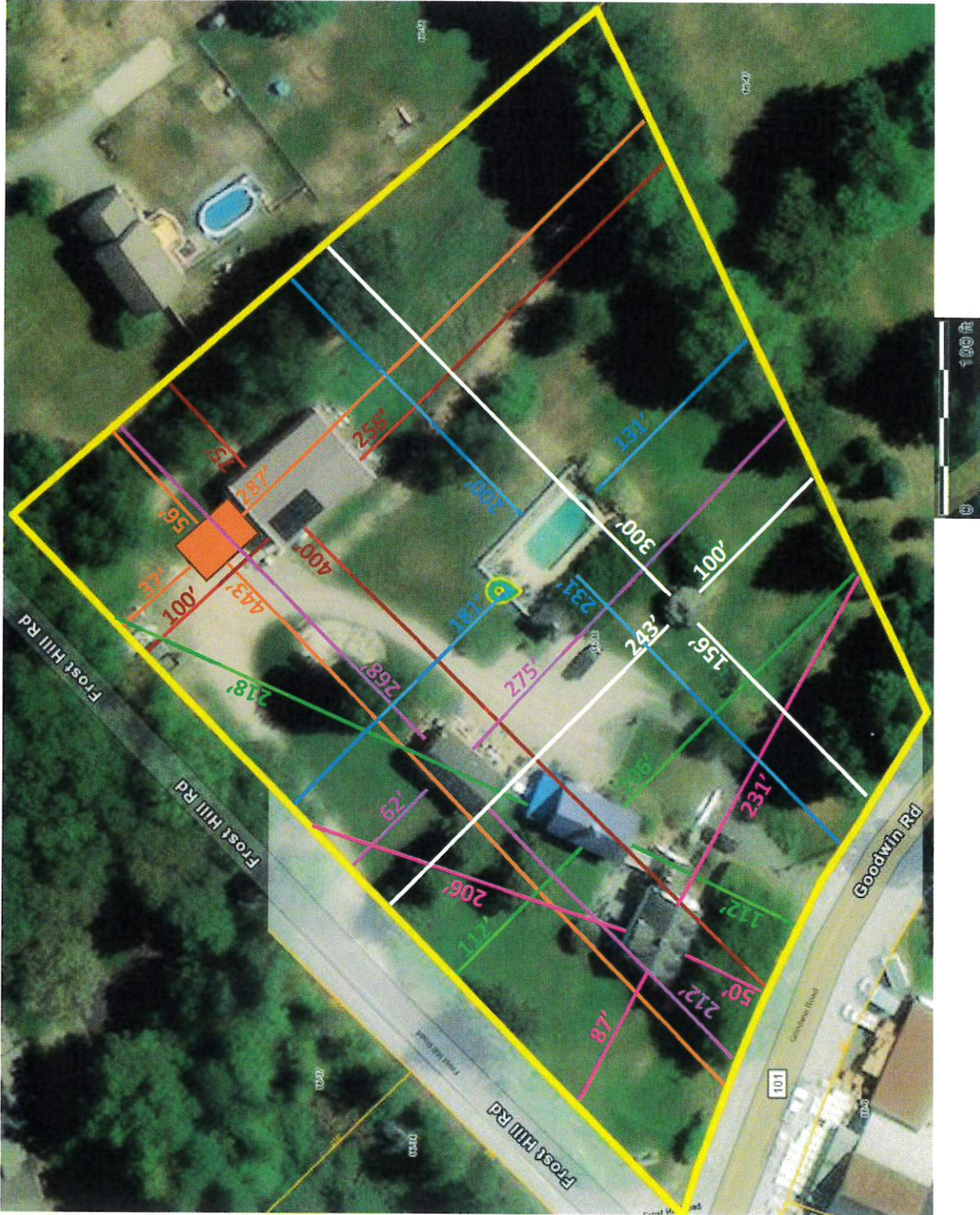
Summit Title Services, Inc.  
166 South River Road  
Bedford, NH 03110  
Fax: (603) 626-8966

RECEIVED YORK S.S

2002 MAR -4 AM 11: 06

WITNESSES: *John M. Meier*  
REGISTER OF DEEDS

*7  
LWS*



**COLOR CODE:**

<b>PARKING LOT</b>
<b>WAREHOUSE</b>
<b>POOL</b>
<b>BARN 1</b>
<b>BARN 2</b>
<b>HOUSE</b>

KATHLEEN MORIARTY  
 324 GOODWIN RD  
 ELIOT, ME

PB24-1: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review – Equipment, vehicle, boat, and materials storage – Sketch Plan Review



# TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board  
 From: Jeff Brubaker, AICP, Town Planner  
 Cc: Kenneth A. Wood, P.E., Attar Engineering, Applicant’s Representative  
 Shelly Bishop, Code Enforcement Officer  
 Kim Tackett, Land Use Administrative Assistant  
 Date: February 15, 2024 (report date)  
 February 20, 2024 (meeting date)  
 Re: PB24-1: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review – Equipment, vehicle, boat, and materials storage – **Sketch Plan Review**

Application Details/Checklist Documentation	
✓ Address:	276 Harold L. Dow Hwy.
✓ Map/Lot:	37/9
✓ Zoning:	Commercial/Industrial (C/I) district
✓ Shoreland Zoning:	Stream Protection (not in location of proposed development)
✓ Owner Name:	Black Hawk Holdings, LLC
✓ Applicant Name:	Black Hawk Holdings, LLC; Agent: Attar Engineering
✓ Application Received by Staff:	November 7, 2023
Application Fee Paid and Date:	
Application Sent to Staff Reviewers:	
Application Heard by PB Found Complete by PB	February 20, 2024 (scheduled)
Site Walk	
Site Walk Publication	
Public Hearing	
Public Hearing Publication	
✓ Reason for PB Review:	Site Plan Amendment, SPR uses

## Overview

Applicant seeks review and approval of a 9,000 sf single story addition to the existing warehouse building on site, which is just under 29,000 sf total and houses a marijuana cultivation facility and marijuana products manufacturing facility.

Per cover letter; “The intended use for the addition is to expand the existing open commercial/industrial space to be leased to renters or converted to condominiums at a later date. Potential future uses include but are not limited to: “Equipment storage, trucks, 3 or more”, “Indoor commercial, recreational and amusement facilities”, “Industrial establishments and uses”.”

Per application, the specific use requested is Equipment storage, trucks, 3 or more & Warehouse with a more detailed description as follows: “The proposed expansion seeks to expand the use of the existing warehouse storage space for the storage of equipment, vehicles, boats, and excess non-marijuana/non-waste inert materials.”

PB sketch plan review most recently occurred for a similar application under PB23-8 for a marijuana cultivation facility and commercial-industrial building addition on June 27, 2023, however, the applicant never pursued that application further, and this new application omits the proposed marijuana use.

### **Type of review needed**

Sketch plan review – ask questions of the applicant, make comments on site plan review/zoning compliance

### **Stormwater**

Stormwater modeling is included in the submittal. The stormwater report concludes the following:

The use of catch basins to detain water flowing off of the otherwise isolated impervious area between the buildings to attenuate peak flows results in no significant increase in peak runoff quantity from the proposed Development. No adverse effects are anticipated on any downstream properties or drainage structures for the analyzed storm events.

### **Buffer**

I noticed that the front vegetated buffer of the site was significantly cut back, appearing to be in conflict with previous site plan reviews and Section 33-175 screening requirements. The Code Enforcement Officer and I met with the property owner and owner of the marijuana establishment on-site on January 10 to view the reduced buffer and suggest a landscape plan to restore it, which the property owner has agreed to do.

### **Recommendation**

Continue the review to March 19, 2024, with at least the following comments:

1. Include a landscape plan showing compliance with 33-175 including but not limited to a replanting approach for the front buffer.
2. Clarify the specific types of new uses sought for approval. For example, certain materials storage may entail the activation of specific performance standards in Ch. 45, Article VIII, such as 45-418, explosive materials.
3. Clarify how excavation and handling of excavated ground will take place for the building pad, as the site has a history of contamination.
4. Clarify the stormwater HydroCAD modeling results are for this project, as Passamaquoddy Yard is referenced.
5. Any other input provided at this PB meeting.

\* \* \*

Respectfully submitted,  
Jeff Brubaker, AICP  
Town Planner

**From:** [Planner](#)  
**To:** [Kim Tackett](#)  
**Subject:** FW: Landscape plan  
**Date:** Thursday, February 15, 2024 3:22:41 PM

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For PB packet...276 HL Dow

Jeff Brubaker, AICP  
(207) 439-1813 x112

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**From:** Planner  
**Sent:** Wednesday, January 10, 2024 1:40 PM  
**To:** Steve Dunker <steve@organicgoods207.com>; Ken Wood <Ken@attarengineering.com>; Shelly Bishop <sbishop@eliotme.org>; William Dunphey <will@organicgoods207.com>  
**Cc:** Michael Sullivan <msullivan@eliotme.org>  
**Subject:** RE: Landscape plan

Great thank you Steve.

And thanks to you and Will for meeting with us today.

By the way, below is the text from the standard, 33-175, where paragraph (b) is of particular relevance to this discussion.

Also copying our Town Manager here for his info.

Jeff

### **Sec. 33-175. - Commercial and industrial establishments— Landscaping.**

(a) Where no vegetative buffering at least ten feet in width and eight feet in height exists or can be maintained, all side and rear yards abutting any other district or residential use shall be effectively screened from view by a continuous landscaped area not less than ten feet in width containing large trees, shrubs, fences, walls, berms, or similar condition forming a visual barrier not less than eight feet in height along such side and rear lot lines. Fences must conform to the requirements of [section 45-423](#).

(b) Front yards, especially those along Rte. 236, shall have an extensive vegetative cover, including large shade trees. Areas along Rte. 236 shall be 50 feet in width, beginning at the 50-foot setback line and extending to the rear of the front yard so as to screen the proposed use. Similarly, half of the front yard for commercial or industrial uses on other streets shall be landscaped.

(c) A partial foundation planting shall be provided in front and side yard areas.

(T.M. of 11-2-82; T.M. of 3-19-88; T.M. of 12-20-89, (§ 404.1); T.M. of 3-20-04; T.M. of [6-14-2022\(2\)](#), art. 25)

**Cross reference**— Site plan requirements for commercial and industrial establishments, [§ 33-127](#); landscaping requirements under the zoning regulations, [§ 45-413](#); performance standards for solar energy systems, [§ 45-462](#).

Jeff Brubaker, AICP  
(207) 439-1813 x112

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**From:** Steve Dunker <[steve@organicgoods207.com](mailto:steve@organicgoods207.com)>

**Sent:** Wednesday, January 10, 2024 1:33 PM

**To:** Planner <[jbrubaker@eliotme.org](mailto:jbrubaker@eliotme.org)>; Ken Wood <[Ken@attarengineering.com](mailto:Ken@attarengineering.com)>; Shelly Bishop <[sbishop@eliotme.org](mailto:sbishop@eliotme.org)>; William Dunphey <[will@organicgoods207.com](mailto:will@organicgoods207.com)>

**Subject:** Landscape plan

Jeff/Shelly,

Thank you for stopping by today. I went and met with Site Structures in Eliot and they are working on a plan for additional coverage. I should have something by the beginning of February for your review.

Thank you again,

Steve



# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Jeffery Brubaker, AICP, Town Planner  
Town of Eliot, Maine  
1333 State Road  
Eliot, Maine 03903

November 9<sup>th</sup>, 2023  
Project No. C363-22

**RE: Preliminary Plan Amendment Application for Site Plan Review  
Black Hawk Holdings, LLC (Tax Map 37, Lot 9)  
276 Harold L. Dow Highway, Eliot, Maine**

Dear Mr. Brubaker:

On behalf of the applicant, Black Hawk Holdings, LLC, I have enclosed a Preliminary Plan Amendment Application and supporting documents for your review and consideration.

The site, which contains 49.13 acres, is located at 276 Harold L. Dow Highway, and currently supports a roughly 8,320 S.F. adult use marijuana cultivation facility as well as a 600 S.F. commercial manufacturing kitchen, and a roughly 20,517 S.F. open warehouse space. The parcel is located in the Commercial/Industrial zoning district. It is not located in a flood hazard zone.

Black Hawk Holdings, LLC. proposes to construct a 12,600 S.F. single story addition to the existing 28,837 S.F. warehouse and cultivation facility with a proposed footprint measuring 70'x180'. The intended use for the addition is to expand the existing open commercial/industrial space to be leased to renters or converted to condominiums at a later date. Potential future uses include but are not limited to: "Equipment storage, trucks, 3 or more", "Indoor commercial, recreational and amusement facilities", "Industrial establishments and uses". Any uses requiring Site Plan Review or Code Enforcement Officer verification shall be confirmed with the Town of Eliot Planning Board prior to onset of use.

We look forward to discussing this project with the Planning Board at their next available meeting. Please contact me for any additional information or clarifications required.

Sincerely;

Kenneth A. Wood, P.E.  
President

cc: Black Hawk Holdings, LLC  
C363-22 Cover 09Nov2023



Case No. \_\_\_\_\_

Site review?    Yes    No

**APPLICATION FOR SITE PLAN REVIEW  
TOWN OF ELIOT PLANNING BOARD**

**Step 1. (Fill in all blocks below - See the Planning Assistant if you don't understand.)**

Tax Map 37    Lot# 9    Lot Size 49.13 Acres    Zoning District: C/I

Your Name Kenneth Wood- Attar Engineering, Inc. Your mailing address 1284 State Road

City/Town Eliot    State: ME    Zip: 03903    Telephone: 207-439-6023

Who owns the property now? Black Hawk Holdings, LLC

Address (Location) of the property 276 Harold L Dow Highway

Property located in a flood zone?     Yes     No

(If yes, please complete the attached Flood Hazard Development Application and return it with your completed application)

**Step 2 (establish your legal interest in the property)**

Attach a copy of the Purchase and Sales Agreement, Deed, Tax records, Signed Lease, or other documents to the satisfaction of the Planning Assistant. If you are representing a corporation, provide documentation that you have authority to speak for the corporation.

**Step 3 (Go to the Zoning Ordinance Section 45-290, Table of Land uses)**

What SPECIFIC land use are you applying for? Marijuana Establishment  
*(You MUST make this selection from Section 45-290 of the Zoning Ordinance)*

Having entered the SPECIFIC land use above now provide a more detailed description of what you want to do:

The proposed expansion seeks to expand the use of the existing warehouse storage space for the storage of equipment, vehicles, boats, and excess non-marijuana/non-waste inert materials.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case No. _____ Site review?    Yes    No
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**Step 4    Attach ten (10) copies of a sketch plan, showing in approximate dimensions the following:**

- All zoning districts
- The location of all existing and/or proposed buildings
- The setbacks of all existing and proposed structures or uses.
  
- The location of proposed signs, their size, and direction of illumination.
  
- The location of all existing and/or proposed entrances and exits.
  
- All existing and/or proposed parking areas (parking is permitted in the front, rear and side of the premises, so long as it does not violate setback requirements.)
  
- Plans of buildings, sewage disposal facilities, and location of water supply.

**Step 5    Sign the application (both owner and applicant must sign and date the application) and submit fee with preliminary plans (\$100 per acre for first 5 acres and \$50 per acre after five plus \$150 for advertising and public hearing fees)**

Applicant , Agent    Date 11/9/2023

Property Owner \_\_\_\_\_ Date \_\_\_\_\_

**Step 6    Application received by Planning Assistant**

Date received by the PA \_\_\_\_\_ PA initials \_\_\_\_\_

**Step 7    The Planning Assistant will review the application and if complete, will place your application on a future Planning Board agenda**

**Step 8    The applicant or representative of the applicant must attend the Planning Board meeting**

**PART 1 - THE PROCEDURE**

Case No. \_\_\_\_\_

Site review?    Yes    No

**(STEP 1)** Meet with the Planning Assistant to assure that Site Review is required. Obtain application forms and assemble data for submission.

**(STEP 2) Sketch Plan Stage** Application submission. Include 10 copies of the sketch plan, survey map, location map, and affidavit of ownership or legal interest. (Section 33-63)

**(STEP 3)** Applicant attends first meeting with Planning Board, describes project, and answers questions (*Board may review checklist for the Site Plan at this time or act on waivers requested for submission of data*)

**(STEP 4)** Board sets up site visit with applicant (Section 33-64).

**(STEP 5)** Board visits site with applicant.

**(STEP 6)** Applicant attends succeeding meetings. Board does preliminary review of the Ordinance requirements for applicability to the Site Plan. Board and notifies applicant of changes required to Sketch Plan after site inspection (Section 33-103).

**(STEP 7)** Applicant revises the "Sketch Plan" as needed, submits the Site Plan, and pays non-refundable fees prior to the second Planning Board meeting. (Sections 33-126 & 33-128).

**(STEP 8) Site Plan Stage** Applicant attends succeeding meetings with Planning Board and discusses Site Plan (Section 33-129) until Board votes to accept the Site Plan (Section 33-126) *Board schedules public hearing for future meeting when all requirements have been or will be met.*

**(STEP 9)** Board conducts Public Hearing (Section 33-130).

**(STEP 10) Approval stage** Board approves / approves with conditions / disapproves applicants application within 30 days of the close of the final Public Hearing or 75 days from date Board accepted completed application and Site Plan (Section 33-131). If more than one public hearing is held, the 30-day period begins after the last public hearing.

**(STEP 11)** Board issues a Notice of Decision, which contains findings certifying compliance with ordinance, reasons for conditional approval or reasons for disapproval (Section 33-131). The Notice of decision and signing of the final plan is for documentation purposes and does not determine the beginning of the appeal period.

**(STEP 12) Appeal Period** A 30-day appeal period begins from the date the Board makes a decision on the application. (Section 45-50) The applicant may begin work on the project during this period, but does so at his or her own risk.

## **PART 2**

Case No. \_\_\_\_\_

Site review?    Yes    No

**DETAILED ORDINANCE REFERENCES FOR EACH SITE REVIEW EVENT**

1. Submit application. (Section 33-63) Include 10 copies of all submissions that show:

- Sketch Plan- (See Section 33-105) showing:
  - All zoning districts
  - Existing and proposed structures
  - Existing and proposed parking areas (parking is permitted in the front, rear and side of the premises, so long as it does not violate setback requirements.)
  - Existing and proposed Streets and entrances
  - Existing and proposed setbacks
  - Other site dimensions and area
  - Site and public improvements and facilities
  - Areas of excavation and grading
  - Any other site changes
  - Location Map-This is to be submitted along with or as part of the Sketch Plan (See Section 33-104) and includes:
    - Scale of 500 ft to the inch
    - Show all area within 2000 ft of property lines
    - All surrounding existing streets within 500 ft
    - Abutters lots and names within 500 ft of property boundary
    - Zoning districts within 500 ft
    - Outline of proposed development showing internal streets and entrances

2. Site inspection (Section 33-64) The Board and Applicant conduct site inspection. Applicant shall stake the lot corners, the location of all proposed structures, parking and the centerlines of all proposed streets and entrances in development. Verify that parking meets applicable setbacks

3. Board notifies applicant of changes required to Sketch Plan after site inspection such as contour interval, street classification, etc. (Section 33-103) and determines:

- If other Local, State or Federal agencies or officers (Section 33-102) should review Sketch Plan.
- If applicable, MaineDOT driveway permit is **required** prior to local approval for anyone installing, physically changing or changing the use of a driveway on state highway.
- If review by Eliot Fire Chief \_\_\_\_, Police Chief \_\_\_\_, or Road Commissioner \_\_\_\_ is required.

Case No. \_\_\_\_\_

Site review?    Yes    No

4. Applicant converts Sketch Plan into a "Site Plan" (Sections 33-126). The following requirements are considered by the Planning Board

Chapter 33 required information

4.1. Applicant shall provide one original and 10 copies of Site Plan drawn at a scale not smaller than 1-inch equals 20 feet showing the following information:

- 4.1.1. Development name, owner, developer, designer name and address and names and addresses of all abutters and abutters land use.
- 4.1.2. Certified perimeter survey showing a north arrow, graphic scale, corners of parcel, total acreage, etc. This means a survey of the property using the standards of practice established by the State of Maine Board of Licensure for Professional Land surveyors, MRSA Chapter 121.
- 4.1.3. Temporary markers.
- 4.1.4. Contour lines at 5-ft intervals or as Board decides.
- 4.1.5. A list of the provisions of Chapter 45 (Zoning) which are applicable to this area and identification of any zoning district boundaries affecting the development.
- 4.1.6. Storm water Drainage Plan. (50 year storm)
- 4.1.7. Required bridges or culverts.
- 4.1.8. Location of natural features or site elements to be preserved.
- 4.1.9. Soil Erosion and Sediment Control Plan.
- 4.1.10. High Intensity Soils Report.
- 4.1.11. Locations of sewers, water mains, culverts and drains.
- 4.1.12. Water supply information.
- 4.1.13. Sewerage System Plan.
- 4.1.14. Septic System Survey.
- 4.1.15. Estimated progress schedule.
- 4.1.16. Construction drawings for CEO which show floor areas, ground coverage, location of all structures, setbacks, lighting, signs, incineration devices, noise generating machinery likely to generate appreciable noise beyond the lot lines, waste materials, curbs, sidewalks, driveways, fences, retaining walls, etc.
- 4.1.17. Telecommunication tower details as required.

4.2. Additional requirements made by Board (Section 33-126).

Other Chapter 33 Site Review Ordinance Requirements.

- 4.4. Traffic data if applicable (Section 33-153)
- 4.5. Campground requirements if applicable (33-172)
- 4.6. Commercial Industrial requirements if applicable
  - 4.6.1. Landscaping (Section 33-175)

Case No. \_\_\_\_\_

Site review?    Yes    No

- 4.6.2. Vibration (33-176)
- 4.6.3. Site Improvements (33-177)
- 4.6.4. Electromagnetic Interference (33-178)
- 4.6.5. Parking and Loading Areas (33-179, 45-487, 45-495)
- 4.6.6. Glare (33-180)

- 4.7. Motel requirements if applicable (Section 33-182)
- 4.8. Multi-family dwelling requirements if applicable (Section 33-183)

Chapter 35 Post-Construction Stormwater Management

Disturbance of more than one acre of land or less than one acre if the development is part of a larger common plan for development must comply with Chapter 35 Post – Construction Stormwater Management.

Chapter 45 Zoning Ordinance Requirements. compliance includes the following Article VIII Performance Standards:

- 4.9. Dimensional Standards (Section 45-405)
- 4.10. Traffic (Section 45-406)
- 4.11. Noise (Section 45-407)
- 4.12. Dust, Fumes, Vapors and Gases (Section 45-408)
- 4.13. Odor (Section 45-409)
- 4.14. Glare (Section 45-410)
- 4.15. Storm-water run-off for a 50 year storm. (Section 45-411)
- 4.16. Erosion Control (Section 45-412)
- 4.18. Preservation of Landscape (Section 45-413)
- 4.19. Relation of Buildings to Environment (Section 45-414)
- 4.20. Soil Suitability for Construction (Section 45-415)
- 4.21. Sanitary Standards for Sewage (Section 45-416)
- 4.22. Buffers and Screening (Section 45-417)
- 4.23. Explosive Materials (Section 45-418)
- 4.24. Water Quality (Section 45-419)
- 4.25. Refuse Disposal (Section 45-421)
  
- 4.26. Specific Activities (Article IX) which include:
  - 4.26.1. Accessory Use or Structure (Section 45-452)
  - 4.26.2. Home Occupation (Section 45-455)
  - 4.26.3. Mobile Homes (Section 45-457)
  - 4.26.4. Off-street Parking and Loading (Article X)
  - 4.26.5. Signs (Article XI)
  
- 4.27. In addition the Board may make other conditions for approval that will insure such compliance and would mitigate any adverse affects on adjoining or neighboring properties which might otherwise result from any proposed use (Section 33-131).

Case No. \_\_\_\_\_

Site review?    Yes    No

5. Board discussion of Site Plan (Section 33-126).

5.1. Board discusses Site Plan with applicant.

6. Public Hearing (Section 33-129 & 130).

6.1. Conducted within 30 days of Boards acceptance of Site Plan.

6.2. Three notices posted 10 days prior to the Public Hearing.

6.3. Notices advertised in two newspapers 10 days prior to Public Hearing.

6.4. Other Towns notified 10 days prior to if within 500 feet of applicant's lot.

6.5. Abutters notified 10 days prior to by certified mail, return receipt requested. \$150.00 paid by applicant to cover the cost of advertising and abutter notification (Sec. 1-25)

6.6. Selectmen, CEO, and Board of Appeals shall be notified 10 days prior to the Public Hearing.

7. Board approves / approves with conditions / disapproves applicants Application within 30 days of Public Hearing or 75 days from date Board accepted completed Application and Site Plan (Section 33-131).

**Note:** Computation of time shall be in accordance with Section 1-2 as follows:

"In computing any period of time prescribed or allowed by this Code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation."

8. Notice of Decision issued which contains findings certifying compliance with ordinance, reasons for conditional approval or reasons for disapproval (Section 33-131).



# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Jeffrey Brubaker, AICP, Town Planner  
Town of Eliot, Maine  
1333 State Road  
Eliot, ME 03903

November 6<sup>th</sup>, 2023  
Project No. C363-22

**RE: Waiver Request – Site Plan Amendment Application  
Black Hawk Holdings, LLC  
276 Harold L. Dow Highway (Tax Map 37, Lot 9)**

Dear Mr. Brubaker:

The purpose of this letter is to request that the Planning Board consider a waiver from compliance with the Town of Eliot Code of Ordinances. The waiver requests and justifications follow:

Code of Ordinances Chapter 33 Article III Division 4 §33-127(12) – High Intensity Soils Report

A waiver from the requirement that a high intensity soil survey and report signed and sealed by a Maine Certified Soil Scientist is requested. Rationale for this waiver follows:

- The site is currently developed with active commercial and industrial uses. The proposed expansion is largely overlapping with an existing and in use paved parking lot and concrete pad that would have to be drilled through to conduct the survey, therefore, a waiver is requested.

Please contact me if any additional information or clarifications are required.

Sincerely;

Kenneth A. Wood, P.E.

C363-22 Waiver Request.doc



### MAINE SHORT FORM WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that **ELIOT WOOD SERVICES, LLC**, a Maine limited liability company, with a mailing address of 276 Harold L. Dow Highway, Eliot, Maine 03909,

for consideration paid,

grants to **BLACK HAWK HOLDINGS, LLC**, a Maine limited liability company with a mailing address of 23 Arrowhead Drive, Bedford, New Hampshire 03110,

with **WARRANTY COVENANTS** the following described real property:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the northeasterly side of Harold L. Dow Highway in the Town of Eliot, County of York and State of Maine and being bounded and described as follows:

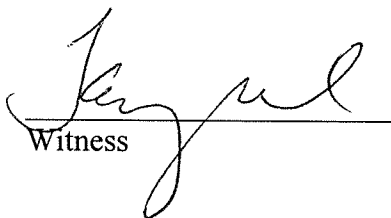
Beginning at an iron rod set at the northeasterly corner of land now or formerly of Eliot Home, Farm & Garden, LLC as described in deed recorded in the York County Registry of Deeds at Book 16026, Page 195; Thence running N 60° 13' 40" E along land now or formerly of Allan D. Maclellan a distance of 134.23 feet to the remains of a stone wall; Thence running N 55° 58' 59" E along said Maclellan land a distance of 368.54 feet to the remains of a wire fence; Thence running N 69° 21' 37" E along said Maclellan land a distance of 136.41 feet to a granite bound and land now or formerly of Siegrid M. Baumann; Thence running along said Baumann land the following three (3) courses and distances: (1) S 25° 59' 32" E, 292.73 feet to the remains of a wire fence; (2) S 26° 55' 26" E, 215.12 feet to a 1 inch iron pipe; (3) S 83° 33' 38" E, 869.79 feet to a 1/2 inch iron pipe and land now or formerly of Larry J. Kilbourn; Thence running along said Kilbourn land the following three (3) courses and distances: (1) S 07° 23' 49" W, 151.40 feet to a 3/4 inch iron pipe; (2) S 26° 09' 02" E, 308.43 feet to a 3/4 inch iron pipe; (3) S 46° 35' 56" W, 192.35 feet to an 18 inch beech tree with a PK nail and land now or formerly of Jonathan A. Hixon; Thence running along said Hixon land the following five (5) courses and distances: (1) S 79° 46' 38" W, 494.51 feet to a stone bound; (2) S 29° 10' 44" E,

Maine R.E. Transfer Tax Paid

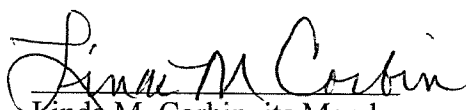
274.85 feet to a 1/2 inch iron pipe in the corner of a stone wall; (3) S 25° 53' 02" E, 77.52 feet to a drill hole at the end of said stone wall; (4) S 47° 11' 15" E, 49.42 feet to an iron rod; (5) S 22° 20' 03" E, 210.88 feet to an iron rod and land now or formerly of Thomas J. Corcoran; Thence running along said Corcoran land the following three (3) courses and distances: (1) S 71° 01' 41" W, 169.75 feet to an iron rod; (2) N 36° 17' 32" W, 231.23 feet to an iron rod; (3) S 61° 19' 58" W, 96.71 feet to a drill hole in the corner of a stone wall and land now or formerly of Roland and Jeanne Roy Joint Living Trust; Thence running S 62° 01' 26" W along said Trust land and said stone wall a distance of 211.45 feet to a drill hole; Thence running S 60° 59' 51" W along said Trust land and said stone wall a distance of 382.78 feet to a drill hole in a stone wall intersection and land now or formerly of the United Methodist Church; Thence running S 64° 48' 26" W along said Church land and a stone wall a distance of 72.30 feet to a 3/4 inch iron pipe at a corner of said stone wall and land now or formerly of Wayne Davis; Thence running along said Davis land the following six (6) courses and distances: (1) N 27° 00' 43" W, 180.53 feet to a 3/8 inch iron pin at the end of a stone wall; (2) N 26° 08' 09" W, 141.08 feet to a 3/4 inch iron pipe; (3) S 63° 12' 55" W, 93.52 feet to a drill hole at the end of a stone wall; (4) S 65° 31' 56" W, 45.17 feet to an iron rod; (5) S 60° 40' 55" W, 217.45 feet to a drill hole in a stone wall; (6) S 61° 44' 05" W, 236.41 feet to the northeasterly sideline of Harold L. Dow Highway; Thence running N 25° 34' 20" W along the northeasterly sideline of Harold L. Dow Highway a distance of 563.39 feet to an iron rod and the southwesterly corner of land now or formerly of AMP Realty Holdings as described in deed recorded in said Registry at Book 15795, Page 88; Thence running N 64° 25' 40" E along said AMP Realty Holdings land a distance of 350.00 feet to an iron rod and the above-referenced land now or formerly of Eliot Home, Farm & Garden, LLC; Thence running N 47° 14' 15" E along said Eliot Home, Farm & Garden, LLC land a distance of 774.28 feet to an iron rod set; Thence running N 42° 02' 21" W along said Eliot Home, Farm & Garden, LLC land a distance of 624.31 feet to the point of beginning.

Being the same premises described and conveyed to the within grantor by Maine Short Form Warranty Deed from Eliot Recycling Services, LLC dated October 22, 2013 and recorded in said Registry of Deeds at Book 16725, Page 832.

**IN WITNESS WHEREOF**, Eliot Wood Services, LLC has caused this instrument to be executed on its behalf by its duly authorized representative this 17th day of June, 2019.

  
Witness

Eliot Wood Services, LLC

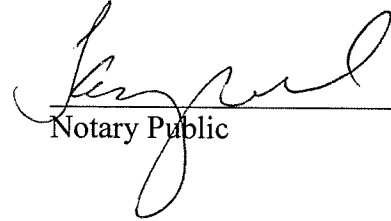
By:   
Linda M. Corbin, its Member  
Duly Authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM**

**June 17, 2019**

Personally appeared the above-named Linda M. Corbin, in her capacity as Member of Eliot Wood Services, LLC, and acknowledged the foregoing instrument to be her free act and deed in her above-stated capacity.

Before me,

  
\_\_\_\_\_  
Notary Public



## OPTION TO LEASE AGREEMENT

**THIS OPTION TO LEASE AGREEMENT** (*hereinafter*, the "Agreement"), made this 9 day of February 2023 between Black Hawk Holdings, LLC, a New Hampshire Limited Liability Company (the "LESSOR") and OG Enterprises LLC, a Maine Limited Liability Company (the "TENANT"). Each of the parties may be referred to herein as a "Party" and jointly as the "Parties."

### **PROPERTY**

LESSOR is the owner of certain real property located 276 Harold L. Dow Highway, Eliot, Maine and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 6,000 square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in, and substantially shown on, Exhibit "A" attached hereto and made a part hereof.

### **OPTION**

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) (the "Option Money"), to be paid by TENANT to LESSOR upon TENANT's execution of this Agreement, LESSOR hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

1. **OPTION PERIOD.** The Option may be exercised at any time on or prior to December 31, 2023 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LESSOR prior to expiration of the Option Period, the Option Period may be further extended for one additional period of six (6) months, through and including June 30, 2024, with an additional payment of One Dollar (\$1.00), by TENANT to LESSOR for the extension of the Option Period. The Option Period may be further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other. The Parties agree that the consideration is reasonable in light of the ongoing changes with state law, rules and local ordinances related to cannabis.
2. **TRANSFER OF OPTION.** The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld.
3. **CHANGES IN PROPERTY DURING OPTION PERIOD.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR decides to subdivide, sell, or change the status of the zoning of the Property or the other real property of LESSOR contiguous to, surrounding, or in the vicinity of the Property ("LESSOR's Surrounding Property"), LESSOR shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement.

LESSOR agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR shall not initiate or consent to any change in the zoning of the Property or LESSOR's Surrounding Property or impose or

consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

4. TITLE. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens, judgments, restrictive covenants, or other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.
5. INSPECTIONS. LESSOR shall permit TENANT or TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT or its employees, agents, and contractors to conduct such tests, investigations, and similar activities as TENANT may deem necessary for its Intended Use, at the sole cost of TENANT. The scope, sequence, and timing of the inspections shall be at the sole discretion of TENANT; upon notification to LESSOR, the inspections may be commenced at any time during the aforementioned Option Period and if the Option is exercised, at any time during the lease. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the LESSOR's Surrounding Property to conduct such tests, investigations, and similar activities. TENANT shall indemnify and hold LESSOR harmless against any loss or damage for personal injury or physical damage to the Property, LESSOR's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, TENANT shall furnish to LESSOR copies of the environmental findings. However, LESSOR shall not rely on said tests for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.
6. SURVEYS. LESSOR also hereby grants to TENANT the right to survey the Property and LESSOR's Surrounding Property, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". if as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable) so as to relocate all or any portion of the Property to other portions of LESSOR's Surrounding Property (a "Relocation Site"), TENANT shall notify LESSOR of such desire and deliver to LESSOR a copy of the survey and legal description of the portions of the Property and LESSOR's Surrounding Property that TENANT proposes as a Relocation Site.

LESSOR shall have the right to approve any Relocation Site, and LESSOR agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LESSOR agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LESSOR and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LESSOR approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable), and the Property shall thereafter consist of the Relocation Site so

approved and substituted. If requested by TENANT, LESSOR shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

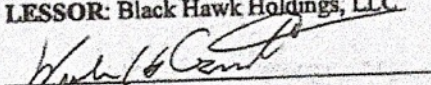
7. GOVERNMENTAL APPROVALS. TENANT's ability to use the Property is contingent upon it obtaining all certificates, permits licenses and other approvals that may be required by any state and local governmental authorities, including but not limited to the Town of Eliot and Maine's Office of Cannabis Policy. LESSOR shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses, and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Property and for other certificates, permits, licenses, and approvals as are required for the use of the Property intended by the TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LESSOR's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license, or approval for the Property deemed necessary by TENANT. LESSOR agrees not to register any written or verbal opposition to any such procedures.
8. TENANT'S INTENDED USE. TENANT intends to use the Property for Adult Use Cultivation and/or Manufacturing Facility (hereinafter, "Intended Use"). LESSOR has no objection to the Intended Use so long as the TENANT obtains all the necessary certificates, permits licenses and other approvals that may be required by any state and local governmental authorities.
9. ALTERATIONS AND FIXTURES. During the Option Period, TENANT, with the written permission of the LESSOR (which cannot be unreasonably withheld) shall be permitted to make any alterations to the Property for the Intended Use at TENANT's sole expense. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall always be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. Furthermore, all improvements constructed or installed by TENANT shall be removable at the expiration the Option. TENANT, upon expiration of the Option Period, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the property to its original above grade condition, reasonable wear and tear excepted. Any improvements or alterations that cannot be removed, shall remain at the Property. It is the express intent of the Parties to this Agreement or execution of a lease that LESSOR have no security interest whatsoever in any personal property of the TENANT whatsoever, and, to the extent that any applicable statute, code, or law interest, LESSOR does hereby expressly waive any rights thereto.
10. UTILITY SERVICES. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LESSOR hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT. If LESSOR fails to fulfill LESSOR's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at

law or in equity, TENANT shall also be entitled to reimbursement from LESSOR upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees, and other legal expenses of TENANT. In the event LESSOR desires to relocate the utilities and utility easement(s), LESSOR will obtain all certificates, permits and other approvals required by the utility company and bear all costs associated with such relocation. LESSOR shall ensure that all activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

11. **EXERCISE OF OPTION.** TENANT shall exercise the Option by written notice to LESSOR by certified mail, return receipt requested. The TENANT may also exercise the Option by email to the LESSOR. The notice shall be deemed effective on the date it is posted. The Parties shall negotiate the terms of the lease during the Option Period.
12. **GOVERNING LAW: JURISDICTION.** This Agreement shall be construed for all purposes in accordance with the laws of the State of Maine, United States of America without regard to any conflict of laws provisions. Any legal dispute between the Parties related in any manner to this Agreement shall be resolved in the state or federal courts of the State of Maine.
13. **BINDING EFFECT.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LESSOR and TENANT and shall constitute covenants running with the land.
14. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.
15. **ACKNOWLEDGEMENT.** The Parties declare that each of them has read this Agreement with their independent legal counsel, knows, and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance. Therefore, the Parties agree that the rule of construction to the effect that any ambiguities in an Agreement are to be resolved against the drafter shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. THIS AGREEMENT MAY BE EXECUTED AND DELIVERED BY ELECTRONIC SIGNATURE AND ALL PARTIES TO THE AGREEMENT MAY RELY ON THE ELECTRONIC SIGNATURES AS IF THEY WERE ORIGINAL SIGNATURES.

LESSOR: Black Hawk Holdings, LLC

  
By: John Smith  
Its: Manager

TENANT: OG Enterprises LLC

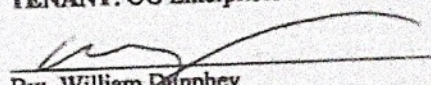
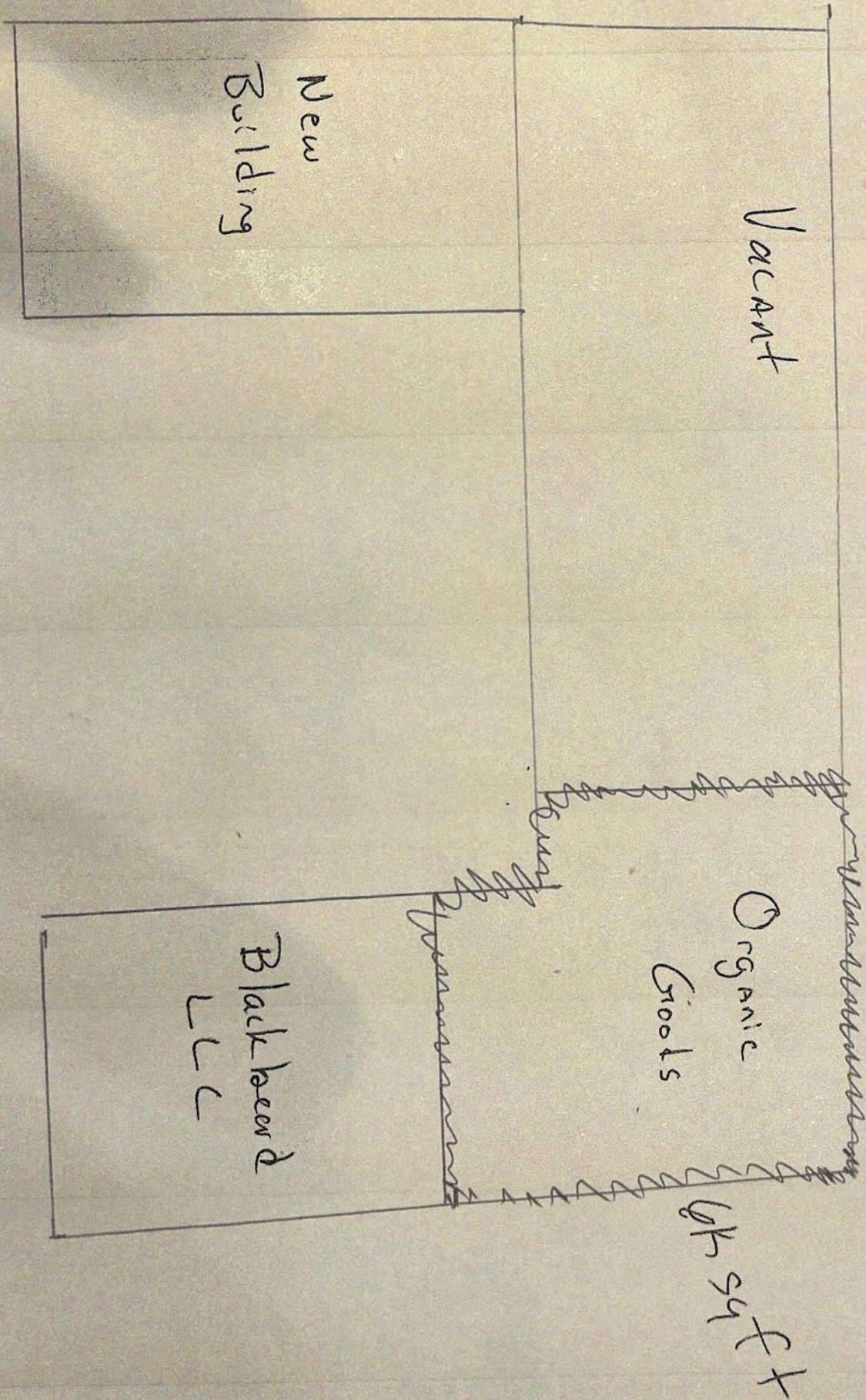
  
By: William Dunphy  
Its: Member, Duly Authorized

Exhibit A





**BLACK HAWK HOLDINGS, LLC**

36 Wilson Road  
Wilton, NH 03086  
603-232-3586

Jeffrey Brubaker  
Town of Eliot Maine  
1333 State Rd, Eliot, ME 03903

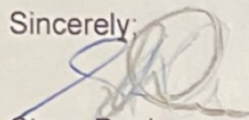
November 7<sup>th</sup>, 2022

Dear Mr. Brubaker,

Please be informed that Kenneth A. Wood, P.E. and any other assigned Attar Engineering, Inc. staff will be acting as my agents for the applications and permitting of my project at 276 Harold Dow Highway.

Please contact me if I can provide any additional information.

Sincerely:



Steve Dunker  
Black Hawk Holdings, LLC

cc: Kenneth A. Wood, P.E. Attar Engineering, Inc.



# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

---

Mr. Jay Muzeroll  
Fire Chief  
1323 State Road  
Eliot, ME 03903

November 6<sup>th</sup>, 2023  
Project No.: C363-22

**RE: Preliminary Plan Amendment Application for Site Plan Review  
Black Hawk Holdings, LLC (Tax Map 37, Lot 9)  
276 Harold L. Dow Highway, Eliot, Maine**

Chief Muzeroll:

On behalf of the applicant, Black Hawk Holdings, LLC, I have enclosed a Preliminary Plan Amendment Application and supporting documents for your review and consideration.

The applicant proposes to expand the existing open commercial/industrial space to be leased to renters or converted to condominiums at a later date. The existing facility was constructed in 1972.

The site is identified on the Town of Eliot Tax Map 37 as Lot 9 and is in the Commercial/Industrial Zoning District. The site is approximately 49.13 acres in area.

The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

Kenneth A. Wood, P.E.

C363-22 Letter – Fire.doc

## Sammie Goddard

---

**From:** Sammie Goddard  
**Sent:** Monday, November 6, 2023 2:54 PM  
**To:** 'Jay Muzeroll'  
**Cc:** Wyatt; Lew Chamberlain  
**Subject:** Request for Review: 276 Harold L Dow Highway - Black Hawk Holdings LLC  
**Attachments:** C363-22 Letter - Fire Chief.pdf; 2023-11-06 - Blackhawk Expansion Plan Set.pdf

Good Afternoon Chief Muzeroll,

Please find the attached request for project review and correspondence as required by the Planning Board and let me know if you have any questions. Thank you for your time!

*Best Regards,*

***Sammie Goddard***

*Office Manager*



**1284 State Road  
Eliot, ME 03903  
Tel. 207-439-6023**



# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Elliott Moya  
Chief of Police - Town of Eliot  
27 Dixon Rd  
Eliot, ME 03903

November 6<sup>th</sup>, 2023  
Project No.: C363-22

**RE: Site Plan Amendment Application  
276 Harold L. Dow Highway – Blackhawk Holdings Expansion  
Tax Map 37, Lot 9**

Chief Moya:

On behalf of Blackhawk Holdings, LLC, I have enclosed, for your review and consideration, a plan set detailing a proposed Site Plan Application for the referenced property.

The applicant proposes to expand the existing warehouse with a 12,600sf (70' x 180') addition to the existing building. The existing facility was constructed in 1999.

The site is identified on the Town of Eliot Tax Map 37 as Lot 9 and is in the Commercial/Industrial (C/I) Zoning District. The site is approximately 49.13 acres in area.

The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

Kenneth A. Wood, P.E.

C363-22 Letter – Police.doc

## Sammie Goddard

---

**From:** Sammie Goddard  
**Sent:** Monday, November 6, 2023 3:12 PM  
**To:** 'emoya@eliotpolice.org'  
**Cc:** Wyatt; Lew Chamberlain  
**Subject:** Request for Review: 276 Harold L. Dow Highway - Black Hawk Holdings LLC  
**Attachments:** C363-22 Letter - Police Chief.pdf; 2023-11-06 - Blackhawk Expansion Plan Set.pdf

Good Afternoon Chief Moya,

Please find the attached request for project review and correspondence as required by the Planning Board and let me know if you have any questions. Thank you for your time!

*Best Regards,*

***Sammie Goddard***

*Office Manager*



**1284 State Road  
Eliot, ME 03903  
Tel. 207-439-6023**



# Lot 37-9 Location Map

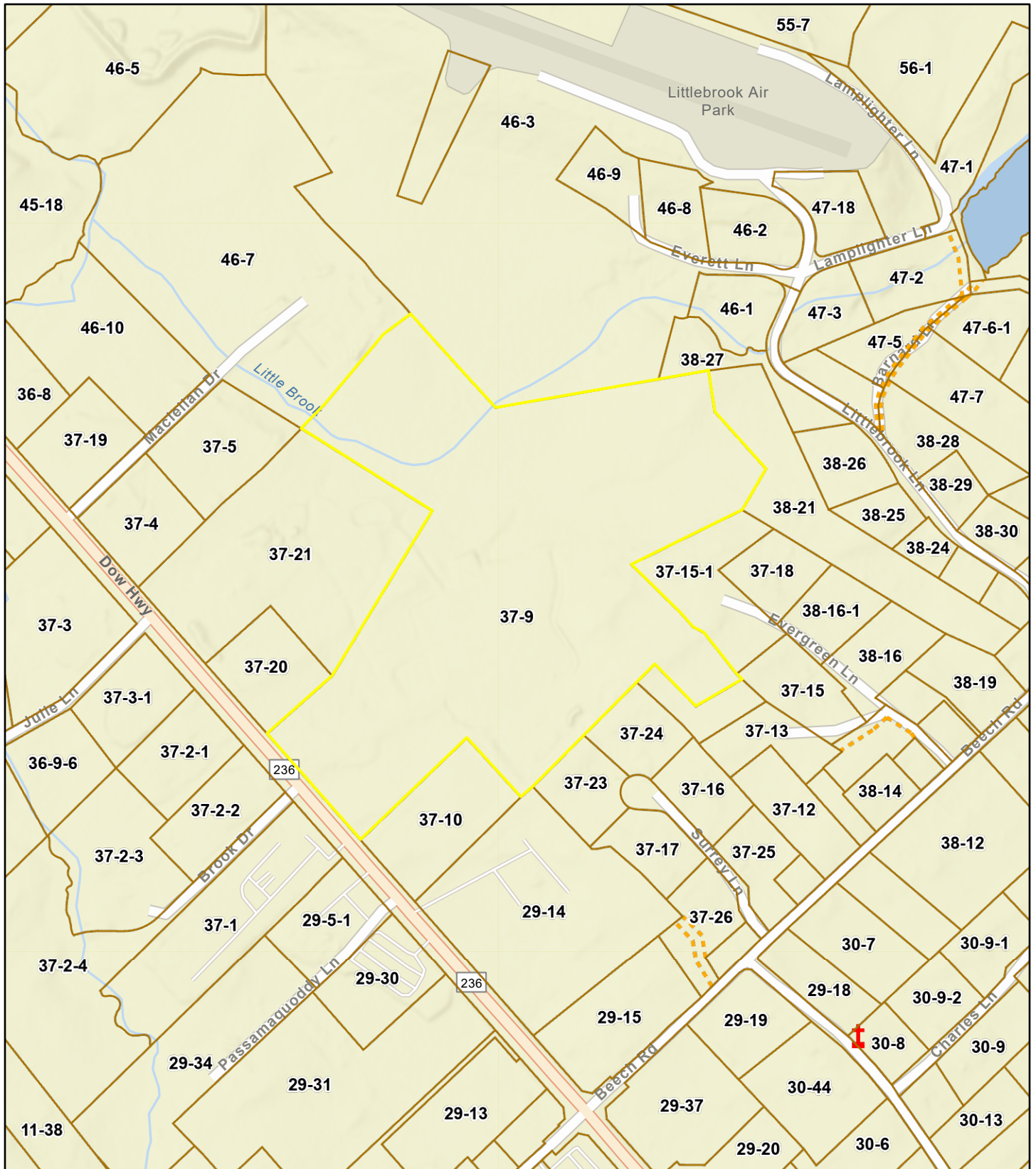
Town of Eliot, ME

1 inch = 500 Feet



www.cai-tech.com

November 8, 2022



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# 101 feet Abutters List Report

Eliot, ME  
October 05, 2023

## Subject Property:

Parcel Number: 037-009-000  
CAMA Number: 037-009-000  
Property Address: 276 HAROLD L DOW HWY

Mailing Address: BLACK HAWK HOLDINGS LLC  
36 WILSON ST  
WILTON, NH 03086

---

## Abutters:

Parcel Number: 029-005-001  
CAMA Number: 029-005-001  
Property Address: 257 HAROLD L DOW HWY

Mailing Address: DG STRATEGIC II LLC ATTN: TAX DEPT  
STORE #15940  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

Parcel Number: 029-014-000  
CAMA Number: 029-014-000  
Property Address: 238 HAROLD L DOW HWY

Mailing Address: UNITED METHODIST CHURCH  
238 HAROLD L DOW HWY  
ELIOT, ME 03903

Parcel Number: 037-001-000  
CAMA Number: 037-001-000  
Property Address: 265 HAROLD L DOW HWY

Mailing Address: CHURCHILL, EVAN A/ROSALIE B  
REVOCABLE TR EVAN A AND ROSALIE  
B CHURCHILL TRUSTEES  
1288 STATE RD  
ELIOT, ME 03903

Parcel Number: 037-002-002  
CAMA Number: 037-002-002  
Property Address: 4 BROOK DR

Mailing Address: MORIARTY, MARIE  
23 LANDING DR  
METHUEN, MA 01844-5825

Parcel Number: 037-002-004  
CAMA Number: 037-002-004  
Property Address: BROOK DR

Mailing Address: GORANSSON, PAUL GORANSSON,  
HLEN  
255 DEPOT RD  
ELIOT, ME 03903

Parcel Number: 037-005-000  
CAMA Number: 037-005-000  
Property Address: 26 MACLELLAN LN

Mailing Address: BROWN DOG PROPERTIES MAINE LLC  
396 BEECH RD  
ELIOT, ME 03903

Parcel Number: 037-010-000  
CAMA Number: 037-010-000  
Property Address: 262 HAROLD L DOW HWY

Mailing Address: DAVIS, RITA REVOCABLE TRUST RITA L  
DAVIS TRUSTEE  
17 ELIZABETH LN  
KITTELY POINT, ME 03905

Parcel Number: 037-013-001  
CAMA Number: 037-013-001  
Property Address: VITTUM HILL RD

Mailing Address: TOWN OF ELIOT  
1333 STATE RD  
ELIOT, ME 03903

Parcel Number: 037-015-000  
CAMA Number: 037-015-000  
Property Address: 22 VITTUM HILL RD

Mailing Address: MA, GEORGE  
22 VITTUM HILL RD  
ELIOT, ME 03903

Parcel Number: 037-015-001  
CAMA Number: 037-015-001  
Property Address: 27 EVERGREEN LN

Mailing Address: METZ, LORI DECATO  
27 EVERGREEN LN  
ELIOT, ME 03903



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10/5/2023

Page 1 of 3



# 101 feet Abutters List Report

Eliot, ME  
October 05, 2023

Parcel Number: 037-020-000 CAMA Number: 037-020-000 Property Address: 290 HAROLD L DOW HWY	Mailing Address: DJR REAL ESTATE LLC C/O DANA BREARLEY 290 HAROLD L DOW HWY ELIOT, ME 03903
Parcel Number: 037-021-000 CAMA Number: 037-021-000 Property Address: 300 HAROLD L DOW HWY	Mailing Address: SLATE HILL RECYCLING LLC 171 YORK WOODS RD SOUTH BERWICK, ME 03908
Parcel Number: 037-023-000 CAMA Number: 037-023-000 Property Address: 35 SURREY LN	Mailing Address: CRIMSON BENECIA REVOCABLE TRUST, THE SNYDER, ROBERT, TRUSTEE 157 TIDY ROAD ELIOT, ME 03903
Parcel Number: 037-024-000 CAMA Number: 037-024-000 Property Address: 32 SURREY LN	Mailing Address: BALLIRO, ANTHONY BALLIRO, SAMANTHA A 6 YORK POND RD YORK, ME 03909
Parcel Number: 038-021-000 CAMA Number: 038-021-000 Property Address: BEECH RD	Mailing Address: KILBOURN, LARRY J/MARYL W REV TRUST LARRY J/MARYL W KILBOURN TRUSTEES 37 LITTLE BROOK LN ELIOT, ME 03903
Parcel Number: 038-027-000 CAMA Number: 038-027-000 Property Address: 67 LITTLEBROOK LN	Mailing Address: STACY, HAROLD A STACY, MARCIA C 67 LITTLE BROOK LN ELIOT, ME 03903
Parcel Number: 046-003-000 CAMA Number: 046-003-000-000 Property Address: 107 LITTLEBROOK LN	Mailing Address: SHAMROCK AVIATION, LLC 380 LAFAYETTE ROAD BOX 11-290 SEABROOK, NH 03874
Parcel Number: 046-003-000 CAMA Number: 046-003-000-001 Property Address: 107 LITTLEBROOK LN #1	Mailing Address: BROX, ERIC A C/O JEAN HARDY PO BOX 79 ELIOT, ME 03903
Parcel Number: 046-003-000 CAMA Number: 046-003-000-002 Property Address: 107 LITTLEBROOK LN #2	Mailing Address: MAY LIVING TRUST GEORGE F/MARTHA D MAY TRUSTEES C/O JEAN HARDY PO BOX 79 ELIOT, ME 03903
Parcel Number: 046-003-000 CAMA Number: 046-003-000-003 Property Address: 107 LITTLEBROOK LN #3	Mailing Address: BAUMANN, SIGRID C/O JEAN HARDY PO BOX 79 ELIOT, ME 03903
Parcel Number: 046-003-000 CAMA Number: 046-003-000-004 Property Address: 107 LITTLEBROOK LN #4	Mailing Address: MILLER, JOHN C/O JEAN HARDY PO BOX 79 ELIOT, ME 03903
Parcel Number: 046-003-000 CAMA Number: 046-003-000-005 Property Address: 107 LITTLEBROOK LN #5	Mailing Address: GALLO, ANTHONY C/O JEAN HARDY ELIOT, ME 03903



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10/5/2023

Page 2 of 3





# 101 feet Abutters List Report

Eliot, ME  
October 05, 2023

Parcel Number: 046-003-000  
CAMA Number: 046-003-000-006  
Property Address: 107 LITTLEBROOK LN #6

Mailing Address: ROBBINS, GLEN  
C/O JEAN HARDY PO BOX 79  
ELIOT, ME 03903

Parcel Number: 046-003-000  
CAMA Number: 046-003-000-007  
Property Address: LITTLEBROOK LN

Mailing Address: GALLO, ANTHONY  
C/O JEAN HARADY PO BOX 79  
ELIOT, ME 03903

Parcel Number: 046-003-000  
CAMA Number: 046-003-000-008  
Property Address: 107 LITTLEBROOK LN #8

Mailing Address: BULGER, EDWARD P  
C/O JEAN HARDY PO BOX 79  
ELIOT, ME 03903

Parcel Number: 046-003-000  
CAMA Number: 046-003-000-009  
Property Address: LITTLEBROOK LN

Mailing Address: PROSTKOFF, MELVIN E  
C/O JEAN HARDY PO BOX 79  
ELIOT, ME 03903

Parcel Number: 046-003-000  
CAMA Number: 046-003-000-010  
Property Address: LITTLEBROOK LN

Mailing Address: MACKLE REVOCABLE TRUST ROBERT  
B & BARBARA MACKLE TRUSTEES  
C/O JEAN HARDY  
ELIOT, ME 03903

Parcel Number: 046-007-000  
CAMA Number: 046-007-000  
Property Address: 50 MACLELLAN LN

Mailing Address: HISSONG READY-MIX AGGREGATES  
LLC  
48 YORK ST SUITE 2  
KENNEBUNK, ME 04043



[www.cai-tech.com](http://www.cai-tech.com)

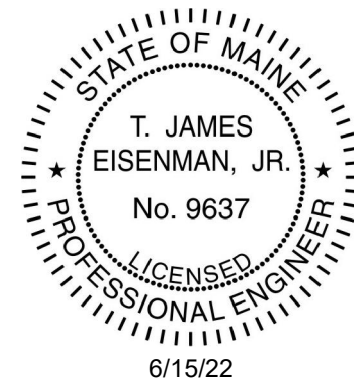
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# SEACOAST CRANE & BUILDING CO.

## BLACK HAWK, LLC.

FO# 26081

Building 1 of 1



### INDEX OF DRAWINGS

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3	Rigid Frame Reactions	0
4	EndWall Reactions, Design Criteria	0
5	Anchor Bolt Details	0
6	Roof Framing	0
7	Roof Panel Layout	0
8	Rigid Frame #1	0
9	Rigid Frame #2	0
10	Rigid Frame #3	0

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15	Right Endwall Framing	0
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17	Detail Page #2	0
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27		0
28		0
29		0
30		0
31		0
32		0

GENERAL

All materials included in the Metal Building System are in accordance with the manufacturer's standard materials and details unless otherwise specified on the order documents. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 2.1)

DESIGN RESPONSIBILITY

The manufacturer is responsible only for the structural design of the Metal Building System it sells to the purchaser / customer. Neither the manufacturer nor the manufacturer's engineer is the design professional or engineer of record for the construction project. The manufacturer is not responsible for the design of any component or materials not sold by it, or their interface and connection with Metal Building System unless such design responsibility is specifically required by the order documents. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 3.1)

FOUNDATION DESIGN AND ANCHOR BOLTS

The manufacturer is not responsible for the design, materials, and workmanship of the foundation. The anchor bolt plans prepared by the manufacturer are intended to show only the anchor bolt location, diameter (based on ASTM A36 bolts), and quantity required to connect the Metal Building System to the foundation. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 3.2.2). It is the responsibility of the end customer to ensure that adequate provisions are made for specifying bolt embedment, bearing angles, tie rods, and / or associated items embedded in the concrete foundation, as well as foundation design based on the loads imposed by the Metal Building System, or other imposed loads, and the bearing capacity of the soil and other conditions of the building site. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 3.2.2) U.S. -Anchor bolts shall be accurately set to a tolerance of +/- 1/8 in both elevation and location (AISC Code of Standard Practice for Steel Buildings and Bridges). Canada -Anchor bolts shall be accurately set in accordance with CISC Code of Standard Practice, June 2008, Clause 7.7.1

ADJACENT EXISTING BUILDINGS

The manufacturer does not investigate the influence of the Metal Building System on adjacent existing buildings or structures. The end customer assures that such buildings and structures are adequate to resist snow loads or other conditions as a result of the presence of the Metal Building System. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 3.2.5)

SHOP-PRIMED STEEL

All structural members of the Metal Building System not fabricated of corrosion resistant material or protected by corrosion resistant coating are painted with one coat of shop primer. All surfaces to receive shop primer are cleaned of loose rust, loose mill scale and other foreign matter by using, as a minimum the hand tool cleaning method SSPC-SP2 (Steel Manual, Structures Painting Council) prior to painting. The coat of shop primer is intended to protect the steel framing for only a short period of exposure to ordinary atmospheric conditions. Shop-primed steel should be placed on blocking to prevent contact with the ground, and so positioned as to minimize water holding pockets, dust, mud and other contamination of the primer film. Repairs of damage to primed surfaces and or removal of foreign material due to improper field storage or site conditions are not the responsibility of the manufacturer. (CISC Code of Standard Practice, June 2008, Clause 6.8; (MBMA 2012 Metal Building Systems Manual, Part IV, Section 4.2.4).

ERECTION-GENERAL

The erector, by entering into contract to erect the building, holds itself out as skilled in the erection of Metal Building Systems and is responsible for complying with all applicable local, federal, and state construction and safety regulations including OSHA regulations as well as any applicable requirements of local, national, or international union rules or practices. (CISC Code of Standard Practice, June 2008, Clause 7.2; (MBMA 2012 Metal Building System Manual, Part IV, Section 6.9).

The erector shall erect the Metal Building System in accordance with the erection drawings, the Erection and Detail Manual (February 2012), and / or the Seam-Lok Technical - Erection manual (May 2012) as furnished by the manufacturer. The aforementioned erection information is intended to illustrate the layout of the framing members, provide the associated connection details, and suggests sequence of erection. It is not intended to specify any particular method of erection to be followed by the erector. The erector remains solely responsible for the safety and appropriateness of all techniques and methods utilized by its crews in the erection of the Metal Building System. The erector is responsible for supplying any safety devices such as scaffolds, runways, nets, et, which may be required to safely erect the Metal Building System. (MBMA 2012 Metal Building Systems Manual, Part IV, Section 6.9) The manufacturer expressly disclaims any responsibility for injury to persons in the course of erection or for damages to the product itself. Field erection of a Pre-Engineered Metal Building, as in all construction projects, involves hazards to persons within the area of the construction and risk of damage to the property itself. Only experienced persons who are skilled and qualified in the erection of Metal Building Systems should be permitted to field-erect a building due to the hazards of this construction activity. The manufacturer is not responsible for the erection of the Metal Building System, the supply of any tools or equipment, or any other field work. The manufacturer provides no field supervision for the erection of the structure nor does the manufacturer perform any intermediate or final inspections of the Metal Building System during or after erection.

The erector shall furnish temporary guys and bracing where needed for squaring, plumbing, and securing the structural framing against loads, such as wind loads acting on the exposed framing as well as loads due to erection equipment and erection operation, but not including loads resulting from the performance of work by others. Bracing furnished by the manufacturer for the Metal Building System cannot be assumed to be adequate during erection. Temporary supports such as temporary guys, braces, false work, cribbing, or other elements required for the erection operation will be determined, erected, and installed by the erector. (AISC Code of Standard Practice for Steel Buildings and Bridges, April 14, 2010, Section 7.10.3; CISC Code of Standard Practices, June, 2008, Clause 1.5; MBMA 2012 Metal Buildings System Manual, Part IV, Section 6.2.1.5).

ERECTION TOLERANCES

U.S. ; Erection tolerances are those set forth in AISC code of standard practice except individual members are considered, plumb, level and aligned if the deviation does not exceed 1:500. (AISC Code of Standard Practice for Steel Buildings and Bridges April 14, 2010 Section 7.13.1; MBMA 2012 Metal Building Systems Manual, Part IV, Section 6.8) Canada; Erection tolerances are those set forth in CISC Code of Standard Practice except individual members are considered plumb, level and aligned if the deviation does not exceed 1:500. (CISC Handbook of Steel Construction, Tenth Edition, Second Revised Printing, Part 1, Clause 29.3; MBMA 2012 Metal Building Systems Manual, Part IV, Section 6.8)

BOLT TIGHTENING

The proper tightening and inspection of all fasteners is the responsibility of the erector (Reference RCSC for structural joints using high strength bolts; August 1, 2014). All high strength (ASTM F3125, A325, A490) bolts and nuts must be tightened by the "turn-of-the-nut" method unless otherwise specified by the end customer in the contract documents. Inspection of high strength bolt and nut installation by other than the erector must also be specified in the contract documents and the erector is responsible for ensuring that the installation procedures are compatible prior to the start of erection (CISC Handbook of Steel Construction, Tenth Edition, Second Revised Printing, Part 1, Clause 23.8.2), (MBMA 2012 Metal Building Systems Manual, Part IV, Section 6.9).

MATERIALS	ASTM DESIGNATION	MINIMUM YIELD	MATERIALS	ASTM DESIGNATION	MINIMUM YIELD
Hot-Rolled Mill Sections	A 36, A 572, A 992	Fy = 36 ksi and/or 50 ksi	Roof and Wall Sheeting	A 792, Gr. 50 Class 1 A 792, Gr. 80	Fy = 50 ksi Fy = 80 ksi
Structural Steel Plates	A 572, A 1011	Fy = 55 ksi	Mild Steel Bolts	A 307	Fy = 36 ksi
Structural Steel Bars	A 572 or A 529	Fy = 55 ksi	High Strength Bolts	F3125: A 325-N A 490-N	Fy = 92 or 81 ksi N/A
Cold Formed Light Gauge Shapes	A 653 Gr. 55	Fy = 55 ksi	Anchor Rods (If supplied)	A 36	Fy = 36 ksi
Cable Bracing	A 475, EHS	N/A	Pipe and Hollow Structural Sections	A 500 Gr. B	Fy = 42 ksi, 46 ksi
Rod Bracing	A 36	Fy = 36 ksi			

CORRECTION OF ERRORS AND REPAIRS

The correction of minor misfits by the use of drift pins to draw the components into line, shimming, moderate amounts of reaming, chipping, and cutting, and the replacement of minor shortages of material are a normal part of erection and are not subject to claim. (AISC Code of Standard Practice for Steel Buildings and Bridges, April 14, 2010, Section 7.14; CISC Code of Standard Practice, June 2008, Clause 7.15; MBMA 2012 Metal Building Systems Manual, Part IV, Section 6.10).

DRAWING DISCREPANCIES

In case of discrepancies between the manufacturers steel plans and plans for other trades, the manufacturers steel plans govern. (AISC Code of Standard Practice for Steel Buildings and Bridges, April 14, 2010, Section 3.3; CISC Code of Standard Practice, June 2008, Clause 3.4; MBMA 2012 Metal Building Systems Manual, Part IV, Section 3.1).

DELIVERIES

Delivery of any material by the manufacturers carrier, a common carrier, or to purchasers/ customers own leased, chartered, or authorized conveyance shall constitute delivery to builder, and thereafter, such material shall be at builders risk. If builder chooses to use its own, or private carrier, it shall be solely responsible for compliance with all applicable government regulations. All charges shall be borne by the builder. The manufacturers responsibility for damage or loss ceases upon delivery of shipment to carrier. The manufacturer will endeavor to deliver on the required date. The manufacturers truck is not considered as being late if deliveries are between 8am - 12pm (morning) and 12pm - 5pm (afternoon). However, the manufacturer cannot be held responsible for circumstances beyond our control. For deliveries via the manufacturers truck, the manufacturer will only honor claims that were approved by the customer service department at the time of delivery. For deliveries via contract carriers, it is the responsibility of the customer to file claims with the carrier. The manufacturer cannot assume any liability for the claim.

SHORTAGES

The purchaser /customer should make an inspection upon arrival of all building components. The purchaser/customer must note on the freight bill any missing item(s) and notify the manufacturers customer service department immediately; otherwise, the manufacturer cannot be held responsible for any shortages. If any item is damaged, note on the bill of lading and file a claim with the freight agent. Concealed shortages must be reported to the manufacturers customer service department within the following time frames (date from receipt of first delivery), based on the project shipment size, i.e., number of truck loads used in delivery.

**1 to 3 loads...2 weeks 4 loads and over...3 weeks The manufacturers responsibility for shortages expires at the end of these time periods.**

FABRICATION ERRORS

The purchaser/customer is responsible for contacting the customer service department to advise the manufacturer of fabrication problems and corresponding cost estimates. The manufacturer will be responsible for providing the builder with verbal approval to proceed with appropriate field corrections. This will be done in a timely manner. IF THE BUILDER PROCEEDS WITH CORRECTIVE WORK WITHOUT THE MANUFACTURERS APPROVAL, HE DOES SO AT HIS OWN RISK. The manufacturer shall not be responsible for any claims where the purchaser/customer has not documented the problem, its correction, and reasonable costs for repair, and submitted this documentation for payment within 30 days of the occurrence.

INVOICE PAYMENT

By acceptance of the materials of services set forth in the invoice, the purchaser/customer agrees to pay the invoice amount within the time period specified on the invoice. AT NO TIME IS IT ACCEPTABLE TO DEDUCT A BACK CHARGE OR SHORTAGE FROM AN INVOICE.

SAFETY PROCEDURES

The manufacturer is committed to manufacturing a quality product that can be erected safely. Although good job site practices and a commitment to safety by the erector are beyond the control of the manufacturer, the manufacturer highly recommends the erector provide good, safe working conditions on the job site. The erector should follow all local, state, and federal health and safety regulations at all times. Accident prevention practices should be implemented and each employee should know emergency procedures. The manufacturer also recommends daily meetings to discuss erection safety procedures. For additional information concerning federal health and safety regulations, contact the occupational safety and health administration (osha).

U.S. Department of Labor  
Occupational Safety and Health Administration  
200 Constitution Avenue, N.W.  
Washington, DC 20210  
www.osha.gov

The manufacturer shall not be responsible for personal injury or property damage as a result of failure to follow all applicable safety regulations and material handling and installation recommendations.



**CORLE**  
BUILDING SYSTEMS  
404 Sarah Furnace Road - Imler, PA 16655 (614) 278 - 9611

**BLACK HAWK, LLC**  
70'-0" x 180'-0" x 16'-0"  
DATE: 5/19/22 REVISION: 0  
ENG: JKB DWN: BJC APPD: JKB

**F.O.26081**

REVISION HISTORY	DATE	DESCRIPTION
REV.		

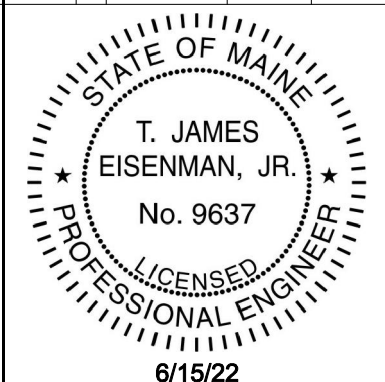
**BLACK HAWK, LLC**

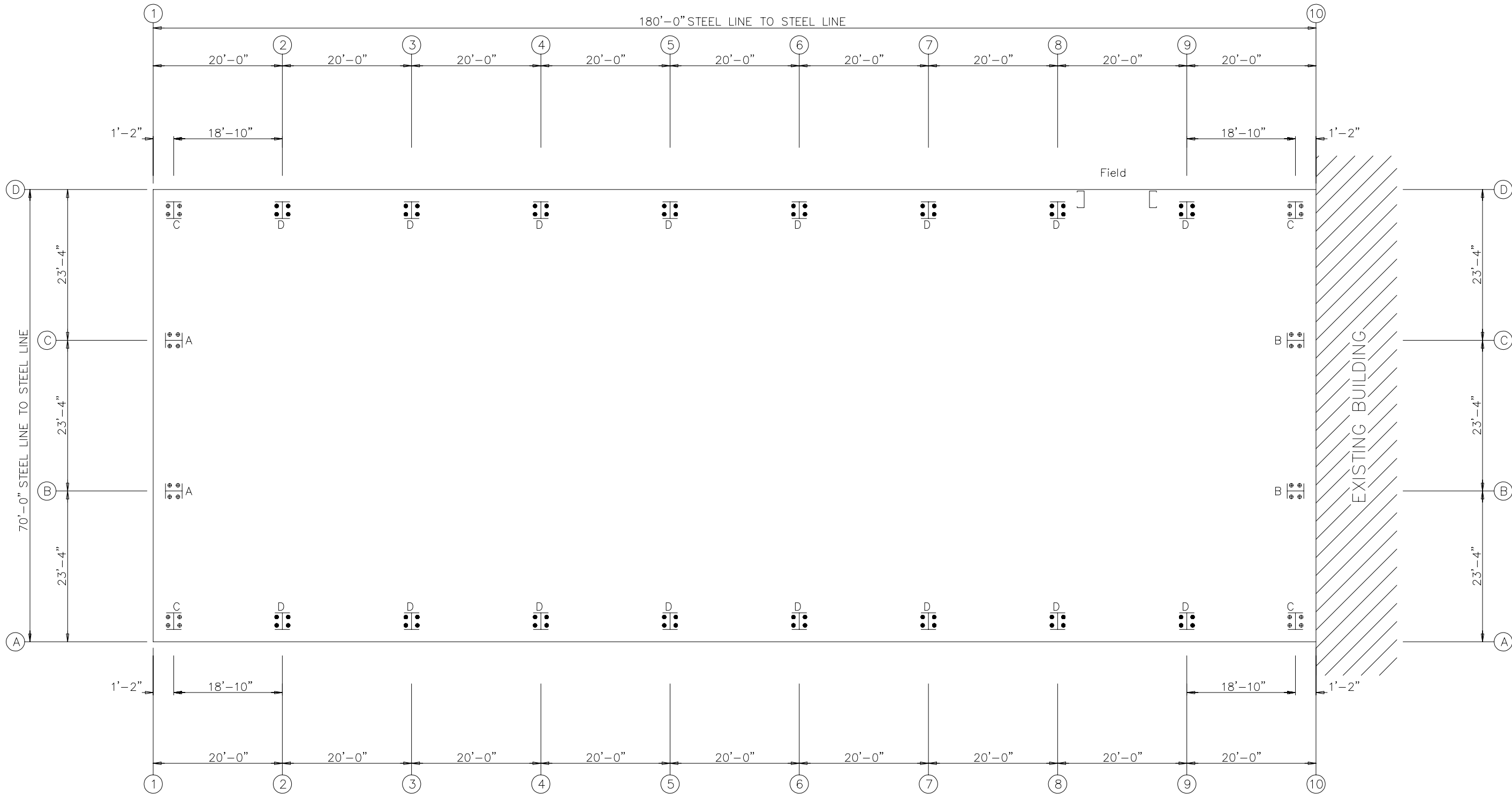
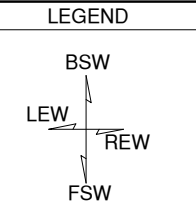
**DRAWING STATUS**

FOR APPROVAL: THESE DRAWINGS, BEING FOR APPROVAL, ARE BY DEFINITION NOT FINAL, AND ARE FOR CONCEPTUAL REPRESENTATION ONLY. THEIR PURPOSE IS TO CONFIRM PROPER INTERPRETATION OF THE PROJECT DOCUMENTS. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.

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FOR CONSTRUCTION: FINAL DRAWINGS.





ANCHOR BOLT PLAN  
 NOTE: All Base Plates @ 100'-0" (U.N.)  
 Finished Floor @ 100'-0"

DRAWING IS NOT TO SCALE



BLACK HAWK, LLC  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

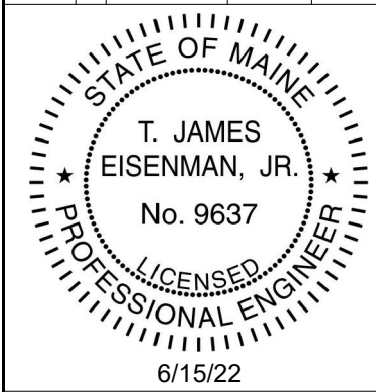
**BLACK HAWK, LLC**

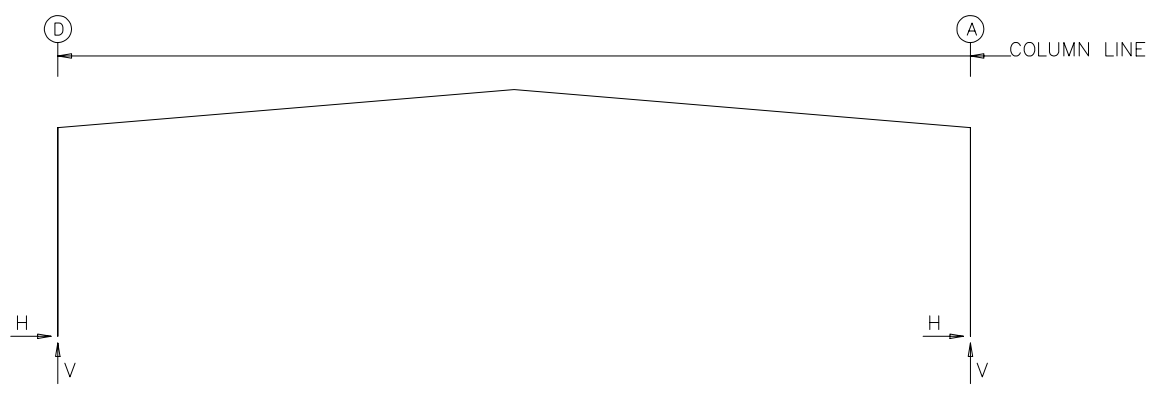
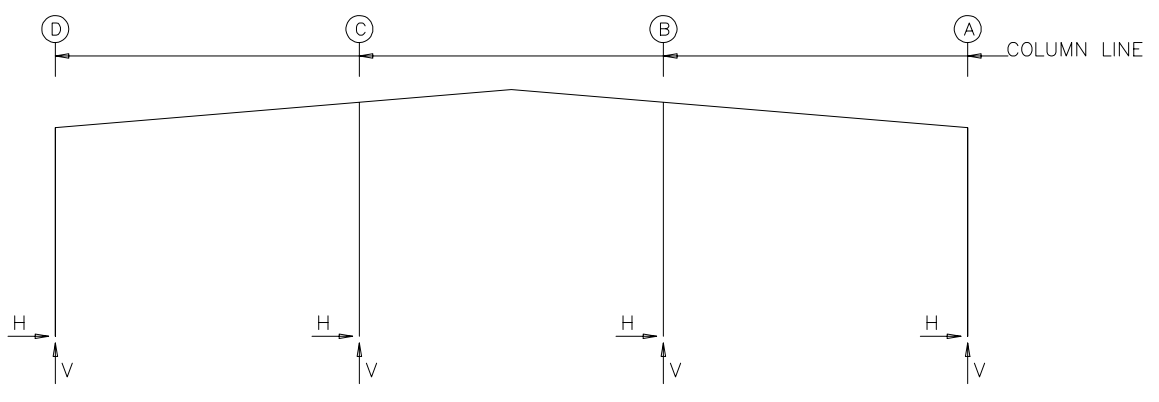
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RIGID FRAME: BASIC COLUMN REACTIONS (k)

Frame Line	Column Line	---Dead---		---Collateral---		---Live---		---Snow---		---Wind_Left1---		---Wind_Right1---	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
1	D	0.1	0.7	0.2	1.2	0.3	2.4	0.6	4.2	-1.9	-3.9	1.4	-1.2
1	A	-0.1	0.7	-0.2	1.2	-0.3	2.4	-0.6	4.2	-1.4	-1.2	1.9	-3.9
1	C	0.0	1.2	0.0	2.5	0.0	5.0	0.0	8.8	0.0	-5.4	0.0	-4.8
1	B	0.0	1.2	0.0	2.5	0.0	5.0	0.0	8.8	0.0	-4.8	0.0	-5.4
Frame Line	Column Line	--Wind_Left2--		--Wind_Right2--		--Wind_Long1--		--Wind_Long2--		--Seismic_Left		Seismic_Right	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
1	D	-2.3	-2.8	1.0	-0.1	0.8	-2.4	0.6	-1.8	-0.9	-0.8	0.9	0.8
1	A	-1.0	-0.1	2.3	-2.8	-0.6	-1.8	-0.8	-2.4	-0.9	0.8	0.9	-0.8
1	C	0.0	-3.6	0.0	-3.0	0.0	-4.6	0.0	-2.7	0.0	1.2	0.0	-1.2
1	B	0.0	-3.0	0.0	-3.6	0.0	-2.7	0.0	-4.6	0.0	-1.2	0.0	1.2
Frame Line	Column Line	-MIN_SNOW--		F1UNB_SL_L-		F1UNB_SL_R-							
		Horiz	Vert	Horiz	Vert	Horiz	Vert						
1	D	0.3	2.4	0.4	4.2	0.4	1.4						
1	A	-0.3	2.4	-0.4	1.4	-0.4	4.2						
1	C	0.0	5.0	0.0	11.6	0.0	3.1						
1	B	0.0	5.0	0.0	3.1	0.0	11.6						
Frame Line	Column Line	---Dead---		---Collateral---		---Live---		---Snow---		---Wind_Left1---		---Wind_Right1---	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	D	2.2	3.3	5.6	7.0	11.1	14.0	19.5	24.5	-10.8	-12.8	-5.3	-9.0
2*	A	-2.2	3.3	-5.6	7.0	-11.1	14.0	-19.5	24.5	5.3	-9.0	10.8	-12.8
Frame Line	Column Line	--Wind_Left2--		--Wind_Right2--		--Wind_Long1--		--Wind_Long2--		--Seismic_Left		Seismic_Right	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	D	-8.1	-7.3	-2.4	-3.5	-6.2	-13.8	-6.6	-11.4	-1.5	-0.6	1.5	0.6
2*	A	2.4	-3.5	8.1	-7.3	6.6	-11.4	6.2	-13.8	-1.5	0.6	1.5	-0.6
Frame Line	Column Line	-Seismic_Long		-MIN_SNOW--		F2UNB_SL_L-		F2UNB_SL_R-					
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert				
2*	D	0.0	-4.8	11.1	14.0	16.1	24.6	16.1	13.6				
2*	A	0.0	-4.8	-11.1	14.0	-16.1	13.6	-16.1	24.6				
Frame Line	Column Line	---Dead---		---Collateral---		---Live---		---Snow---		---Snow_Drift---		---Slide_Snow---	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	D	2.1	3.2	5.4	6.8	10.9	13.6	19.0	23.8	0.5	1.5	2.0	3.9
9	A	-2.1	3.2	-5.4	6.8	-10.9	13.6	-19.0	23.8	-0.5	1.5	-2.0	3.9
Frame Line	Column Line	--Wind_Left1-		--Wind_Right1-		--Wind_Left2-		--Wind_Right2-		--Wind_Long1-		--Wind_Long2-	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
9	D	-11.3	-13.4	-5.9	-9.4	-8.5	-8.1	-3.0	-4.0	-6.1	-11.7	-6.5	-9.4
9	A	5.9	-9.4	11.3	-13.4	3.0	-4.0	8.5	-8.1	6.5	-9.4	6.1	-11.7
Frame Line	Column Line	-Seismic_Left		Seismic_Right		-MIN_SNOW--		F3UNB_SL_L-		F3UNB_SL_R-			
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert		
9	D	-1.5	-0.6	1.5	0.6	10.9	13.6	15.7	23.9	15.7	13.2		
9	A	-1.5	0.6	1.5	-0.6	-10.9	13.6	-15.7	13.2	-15.7	23.9		
Frame Line	Column Line	---Dead---		---Collateral---		---Live---		---Snow---		---Snow_Drift---		---Slide_Snow---	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
10	D	0.1	0.7	0.2	1.2	0.3	2.4	0.6	4.2	0.5	3.5	0.7	4.5
10	A	-0.1	0.7	-0.2	1.2	-0.3	2.4	-0.6	4.2	-0.5	3.5	-0.7	4.5
10	C	0.0	1.3	0.0	2.5	0.0	5.0	0.0	8.8	0.0	1.7	0.0	3.1
10	B	0.0	1.3	0.0	2.5	0.0	5.0	0.0	8.8	0.0	1.7	0.0	3.1
Frame Line	Column Line	--Wind_Left1-		--Wind_Right1-		--Wind_Left2-		--Wind_Right2-		--Wind_Long1-		--Wind_Long2-	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
10	D	-1.9	-3.9	1.4	-1.2	-2.3	-2.8	1.0	-0.1	0.8	-2.4	0.6	-1.8
10	A	-1.4	-1.2	1.9	-3.9	-1.0	-0.1	2.3	-2.8	-0.6	-1.8	-0.8	-2.4
10	C	0.0	-5.4	0.0	-4.8	0.0	-3.6	0.0	-3.0	0.0	-4.7	0.0	-2.7
10	B	0.0	-4.8	0.0	-5.4	0.0	-3.0	0.0	-3.6	0.0	-2.7	0.0	-4.7
Frame Line	Column Line	-Seismic_Left		Seismic_Right		-MIN_SNOW--		F4UNB_SL_L-		F4UNB_SL_R-			
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert		
10	D	-0.9	-0.8	0.9	0.8	0.3	2.4	0.4	4.2	0.4	1.4		
10	A	-0.9	0.8	0.9	-0.8	-0.3	2.4	-0.4	4.2	-0.4	1.4		
10	C	0.0	1.2	0.0	-1.2	0.0	5.0	0.0	11.6	0.0	3.0		
10	B	0.0	-1.2	0.0	1.2	0.0	5.0	0.0	3.0	0.0	11.6		

RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Bolt Dia	Base Plate (in)			AFF/BFF (in)
				Width	Length	Thick	
1	D	4	0.750	8.000	12.00	0.500	0.0
1	A	4	0.750	8.000	12.00	0.500	0.0
1	C	4	0.750	8.000	12.00	0.500	0.0
1	B	4	0.750	8.000	12.00	0.500	0.0

RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Bolt Dia	Base Plate (in)			AFF/BFF (in)	
				Width	Length	Thick		
2*	D	4	1.000	8.000	21.50	0.500	0.0	
2*	A	4	1.000	8.000	21.50	0.500	0.0	
2*	Frame lines: 2 3 4 5 6 7 8							

RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Bolt Dia	Base Plate (in)			AFF/BFF (in)
				Width	Length	Thick	
9	D	4	1.000	8.000	21.50	0.500	0.0
9	A	4	1.000	8.000	21.50	0.500	0.0

RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Bolt Dia	Base Plate (in)			AFF/BFF (in)
				Width	Length	Thick	
10	D	4	0.750	8.000	12.00	0.500	0.0
10	A	4	0.750	8.000	12.00	0.500	0.0
10	C	4	0.750	8.000	10.19	0.500	0.0
10	B	4	0.750	8.000	10.19	0.500	0.0

**BLACK HAWK, LLC**  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276-9611  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

**F.O. 26081**

DATE	DESCRIPTION

**REVISION HISTORY**

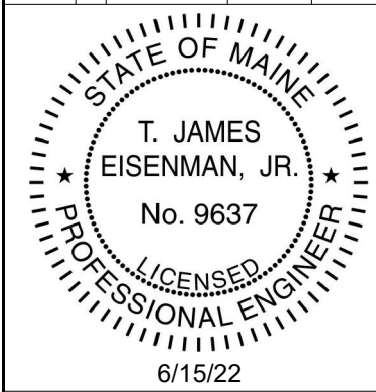
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**BLACK HAWK, LLC**

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**ENDWALL COLUMN:** BASIC COLUMN REACTIONS (k )

Frm Line	Col Line	Wind Press Horz	Wind Suct Horz
1	C	-3.6	4.0
1	B	-3.6	4.0

Frm Line	Col Line	Wind Press Horz	Wind Suct Horz
10	B	-3.6	4.0
10	C	-3.6	4.0

**ANCHOR BOLT SUMMARY**

Qty	Locate	Dia (in)	Type
⊕ 16	Endwall	3/4"	
⊕ 16	Frame	3/4"	
● 64	Frame	1"	

**BUILDING BRACING REACTIONS**

Loc	Wall Line	Col Line	Reactions in plane of wall ± Reactions(k )				Panel Shear (lb/ft)		Note
			Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	Wind	Seis	
L_EW	1								(h)
F_SW	A	4,5	2,5	*	7,0	*			
		6,7	2,5	*	7,0	*			
R_EW	10								(h)
B_SW	D	7,6	2,5	*	7,0	*			
		5,4	2,5	*	7,0	*			

(h) Rigid frame at endwall

\*See RF reactions table for vertical and horizontal reactions in plane of the rigid frame.

**DESIGN INFORMATION**

- All loading conditions are examined and only the maximum / minimum H or V and the corresponding H or V are reported.
- Positive reactions are shown in the sketch. Foundation loads are in opposite directions.
- Bracing reactions are in the plane of the brace with the H pointing away from the braced bay. The vertical reaction is downward.
- Building reactions are based on the following building data:

DESIGN CRITERIA	SEISMIC CRITERIA	DEFLECTION LIMITS
Width (ft) =70	Seismic Importance = 1.00	ENDWALL COLUMN L/ 180
Length (ft) =180	Risk Category =II - Normal	ENDWALL RAFTER (Live) L/ 240
Eave Height (ft) =16		ENDWALL RAFTER (Wind) L/ 240
Roof Slope (rise/12) =1.0: 12	Mapped Spectral Response Accelerations	WALL GIRTS L/ 90
Building Code =IBC 15	Ss =2.460	PURLIN (LIVE) L/ 240
Local Code (State/Prov) =IBC 15	S1 =0.0810	PURLIN (WIND) L/ 240
Dead Load (psf) =20.00	---Spectral Response Coefficients---	WALL PANEL L/ 60
Collateral Load (psf) =20.00	Sds =0.2860	ROOF PANEL (Live) L/ 180
Roof Live Load (psf) =20.00	Sd1 =0.1296	ROOF PANEL (Wind) L/ 120
	Site Class =D	Main Frame (Horiz) H/ 60
	Seismic Design Category =B	Main Frame (Vert) L/ 240
Snow:	-----Base Shear-----	WIND BRACING H/ 60
Ground Snow Load (psf) =50.00	Expanded Formula = 0.667*Ie*Fa*Ss*W/R	Main Frame (Crane) H/ 100
Snow Importance =1.00	Longitudinal Base Shear (k) =28.17	Main Frame (Seismic) H/ 50
Thermal Coefficient =1.00	Transverse Base Shear (k) =28.34	SEISMIC BRACING H/ 50
Snow Exposure Factor =1.0000		PARTITION COLUMN L/ 120
Slippery Roof =N	---Seismic Response Coefficients---	PARTITION GIRT L/ 120
Roof Snow Load, Pf (psf) =35	Frame =0.095	PARTITION PANEL L/ 120
Min Roof Snow Load, Pmin (psf)=20.0000	FSW =0.095	
	BSW =0.095	
Wind:	---Response Modification Factors---	
Ultimate Wind Speed (mph) =120 mph	Frame =3	
Risk Category =II - Normal	FSW =3	
Importance - Wind =1.00	BSW =3	
Wind Exposure =B		
Enclosure Classification =C		
---Internal Pressure Coefficients---		
Pressure =0.18		
Suction =-0.18		
-----Components & Cladding-----		
Design Pressure:		
Pressure (psf) =23.69		
Suction (psf) =-31.53		
Equivalent Lateral Brace Force Procedure.		
Steel systems not specifically detailed for seismic resistance.		



**CORLE BUILDING SYSTEMS**  
404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
70'-0" x 180'-0" x 16'-0"

DATE: 5/19/22 REVISION: 0  
ENG: JKB DWN: BJC APPD: JKB

**F.O. 26081**

REV.	DESCRIPTION	DATE

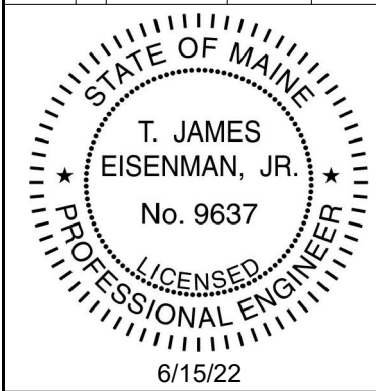
**BLACK HAWK, LLC**

**DRAWING STATUS**

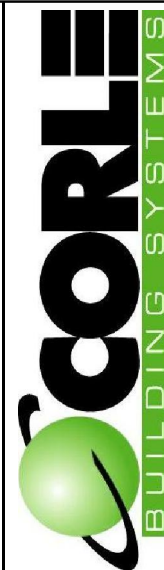
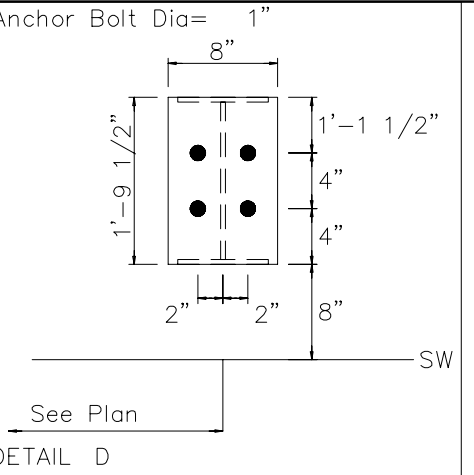
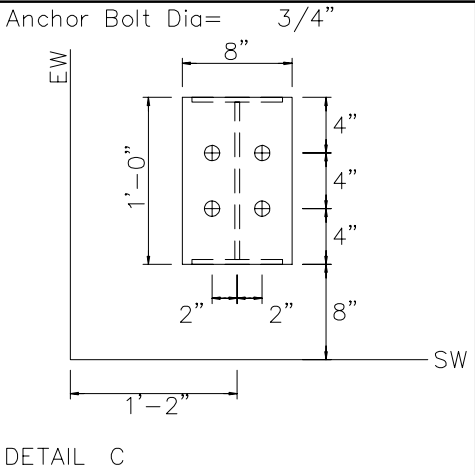
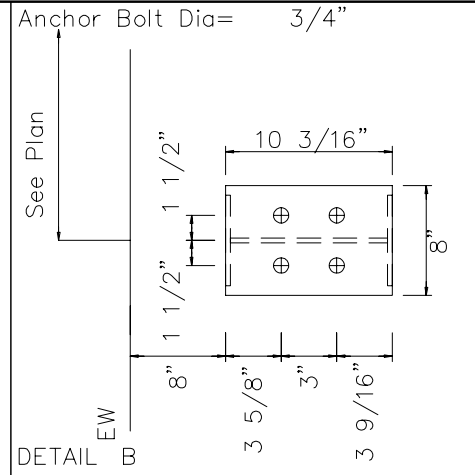
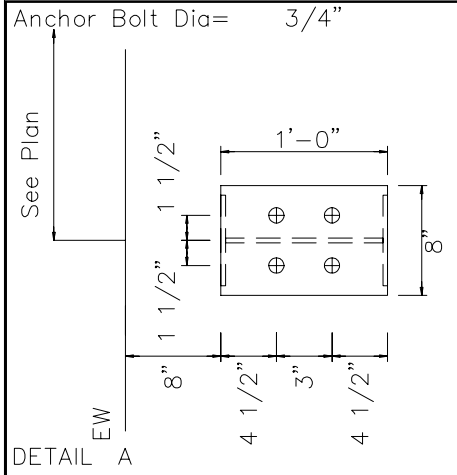
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FOR CONSTRUCTION: THESE DRAWINGS, BEING FOR CONSTRUCTION, ARE BY DEFINITION FINAL DRAWINGS.



STATE OF MAINE  
T. JAMES EISENMAN, JR.  
No. 9637  
LICENSED PROFESSIONAL ENGINEER  
6/15/22



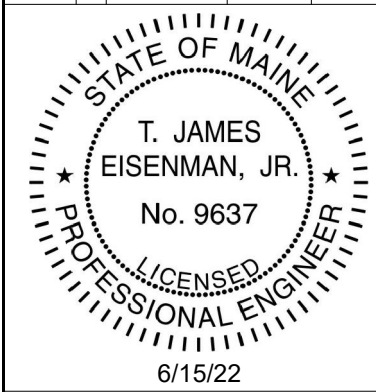
BLACK HAWK, LLC  
404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

70'-0" x 180'-0" x 16'-0"  
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REV.	DESCRIPTION

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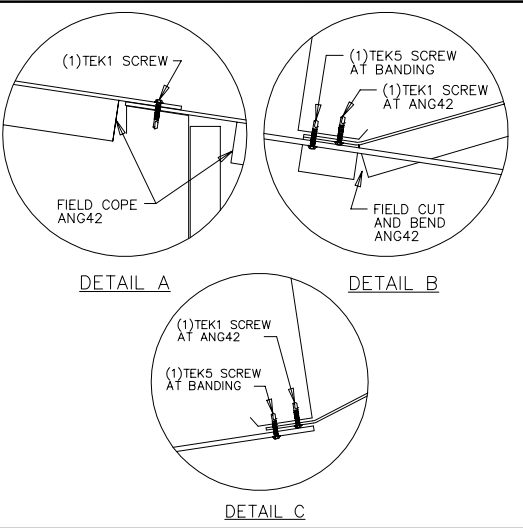
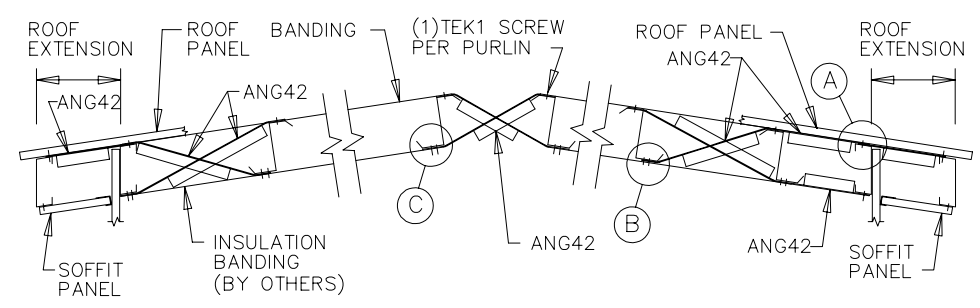


6/15/22

STANDARD PURLIN BRACING DETAIL FOR STANDING SEAM ROOF PANELS

WITH ENERGY SAVER INSULATION SYSTEM

NOTE 1: SPACE BANDING EVENLY ACROSS BAYS AS SHOWN.



CONDITION 1:  
FIRST PURLIN SPACE  
GREATER THAN 2'-0"

CONDITION 2:  
FIRST PURLIN SPACE LESS  
THAN OR EQUAL TO 2'-0"

MEMBER TABLE  
ROOF PLAN

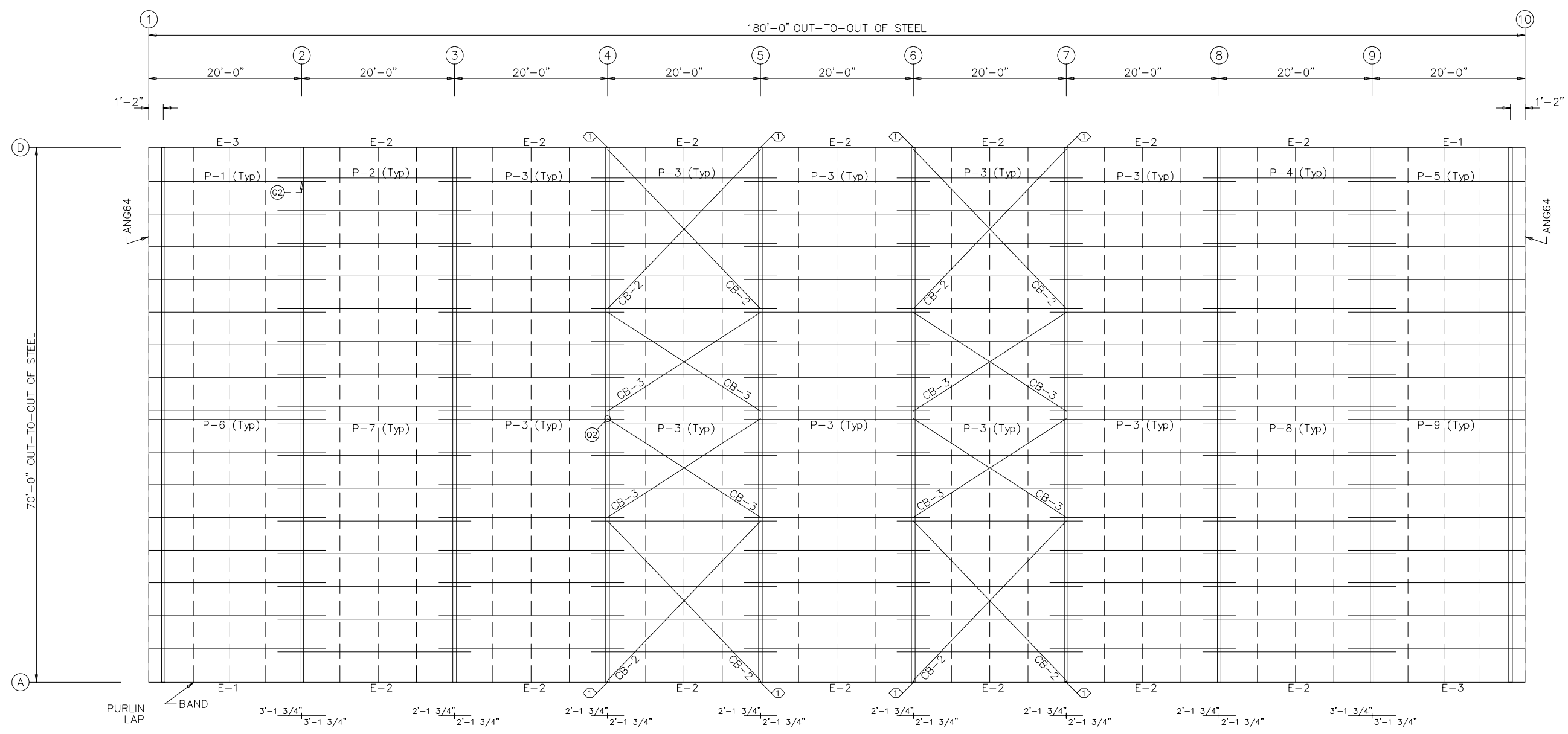
QUAN	MARK	PART	LENGTH
8	P-1	10X25Z13	23'-1 1/2"
8	P-2	10X25Z14	25'-3 1/2"
80	P-3	10X25Z14	24'-3 1/2"
8	P-4	10X25Z13	25'-3 1/2"
8	P-5	10X25Z10	23'-1 1/2"
8	P-6	10X25Z13	23'-1 1/2"
8	P-7	10X25Z14	25'-3 1/2"
8	P-8	10X25Z13	25'-3 1/2"
8	P-9	10X25Z10	23'-1 1/2"
2	E-1	10X35E12	19'-11 1/2"
14	E-2	10X35E12	19'-11 1/2"
2	E-3	10X35E12	19'-11 1/2"
8	CB-2	CABLE375	26'-2"
8	CB-3	CABLE250	21'-11"

SPECIAL BOLTS  
ROOF PLAN

Q ID	QUAN	TYPE	DIA	LENGTH	WASH
1	4	A325	1/2"	1 1/4"	0

BLACK HAWK, LLC  
70'-0" x 180'-0" x 16'-0"  
DATE: 5/19/22 REVISION: 0  
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F.O. 26081



ROOF FRAMING PLAN

GENERAL NOTES:  
1. Screw Down Roof: Use TEK5WW screws in place of SD150 panel screws at all 10 gage purlins, eave struts, or roof joists.  
2. Standing Seam Roof: Use FST#6 in place of FST#1 clip to purlin screws at all 10 gage purlins, eave struts, or at roof joists.

BLACK HAWK, LLC

DRAWING STATUS

REVISION HISTORY

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FOR CONSTRUCTION: FINAL DRAWINGS.

STATE OF MAINE

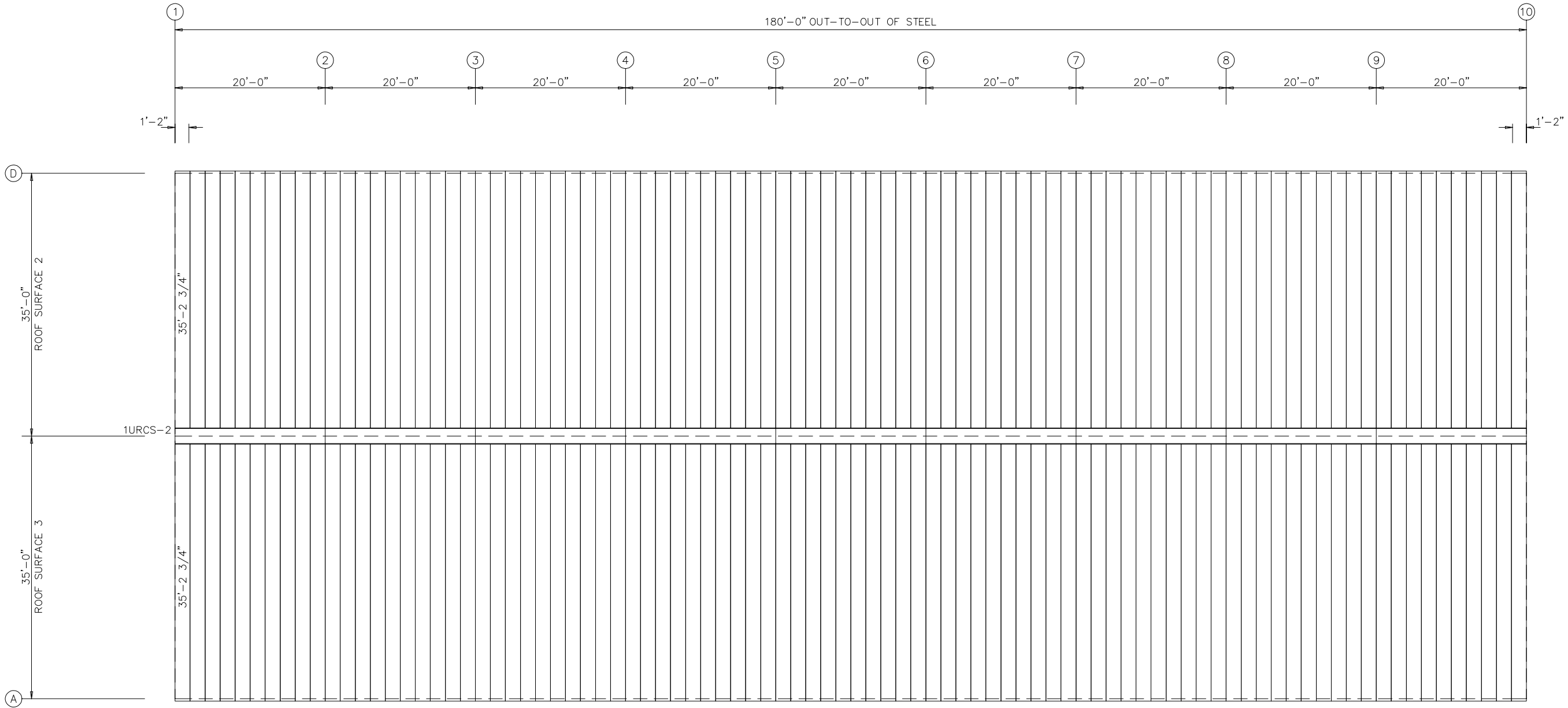
T. JAMES EISENMAN, JR.

No. 9637

PROFESSIONAL ENGINEER

6/15/22





ROOF SHEETING PLAN  
 PANELS: 24 Ga. L4 - Galvalume

GENERAL NOTES:  
 Panel "Start" and "End" dimensions must be followed for the proper installation of the gable trim(s) provided.

DRAWING IS NOT TO SCALE

BLACK HAWK, LLC  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REVISION HISTORY	
REV.	DESCRIPTION

DRAWING STATUS	
<input type="checkbox"/>	FOR APPROVAL: THESE DRAWINGS, BEING FOR APPROVAL, ARE BY DEFINITION NOT FINAL, AND ARE FOR CONCEPTUAL REPRESENTATION ONLY. THEIR PURPOSE IS TO CONFIRM PROPER INTERPRETATION OF THE PROJECT DOCUMENTS. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.
<input type="checkbox"/>	FOR PERMIT: THESE DRAWINGS, BEING FOR PERMIT, ARE BY DEFINITION NOT FINAL. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.
<input checked="" type="checkbox"/>	FOR CONSTRUCTION: FINAL DRAWINGS.

BLACK HAWK, LLC

6/15/22

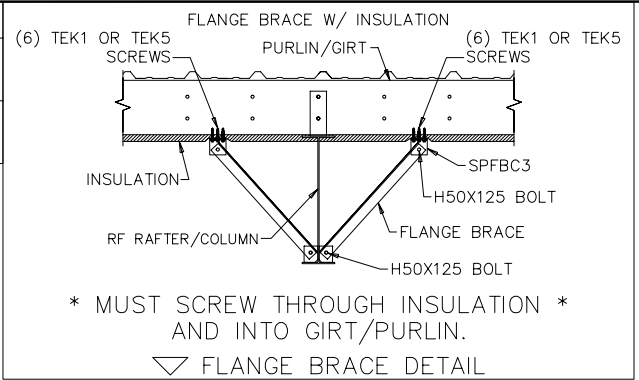
PAGE 7 OF 18

SPLICE BOLT TABLE

Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	0	A325	0.500	2.00
SP-2	4	4	0	A325	0.500	1.50

CAP PLATE BOLTS

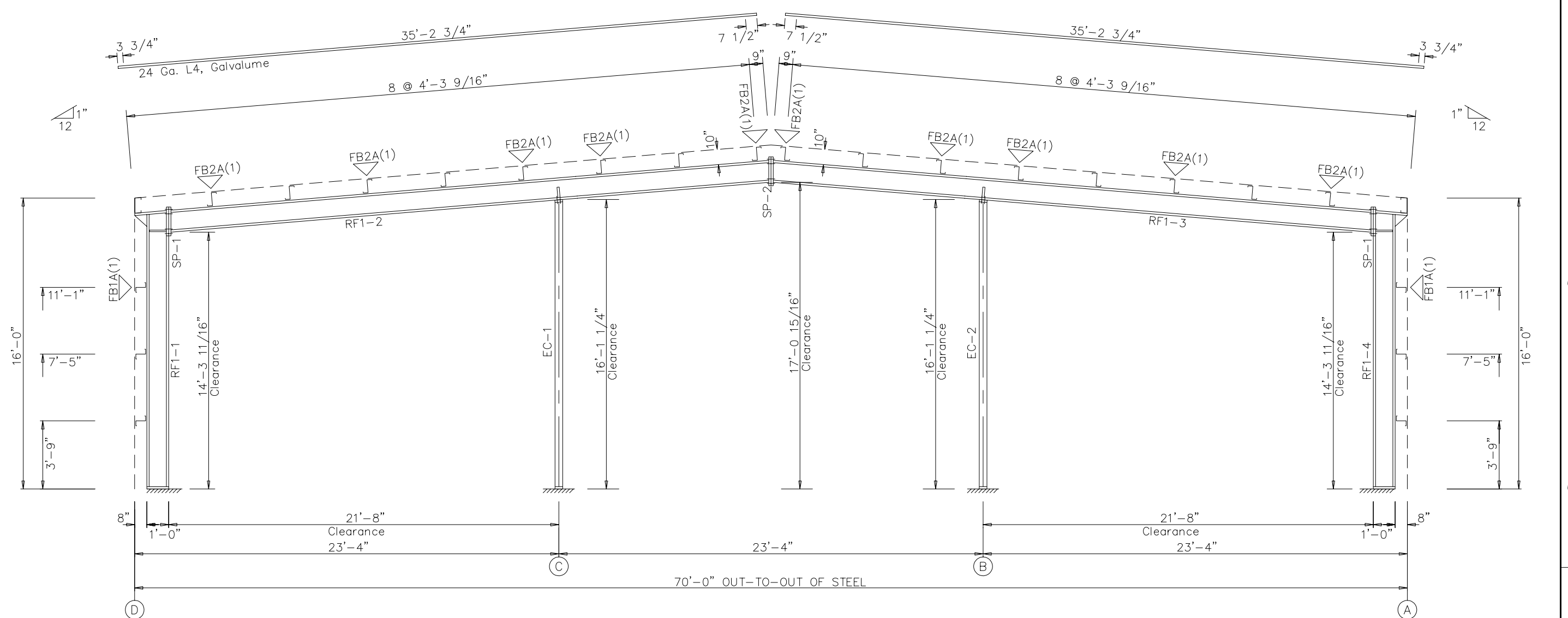
Mark	Qty	Type	Dia	Length
EC-2	4	A325	0.500	1.50



MEMBER SIZE TABLE

MARK	MEMBER	LENGTH
RF1-1	W12X16	15'-2 5/8"
RF1-2	W12X16	33'-5"
RF1-3	W12X16	33'-5"
RF1-4	W12X16	15'-2 5/8"
EC-1	W12X16	16'-1 7/16"
EC-2	W12X16	16'-1 7/16"

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxA(1)  
 A - L15X1/8



RIGID FRAME ELEVATION: FRAME LINE 1

GENERAL NOTES:

- See Detail Sheets for Connection Information.
- See Shipping List for Flange Brace Lengths.

DRAWING IS NOT TO SCALE

**BLACK HAWK, LLC**  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**

**DRAWING STATUS**

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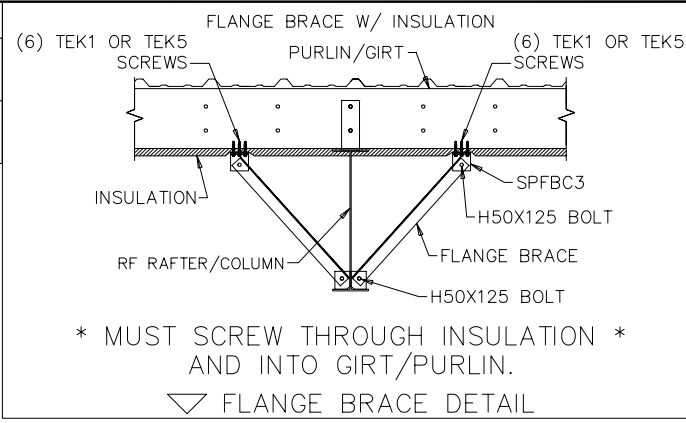
FOR CONSTRUCTION: FINAL DRAWINGS.

STATE OF MAINE  
 T. JAMES EISENMAN, JR.  
 No. 9637  
 LICENSED PROFESSIONAL ENGINEER  
 6/15/22

SPLICE BOLT TABLE

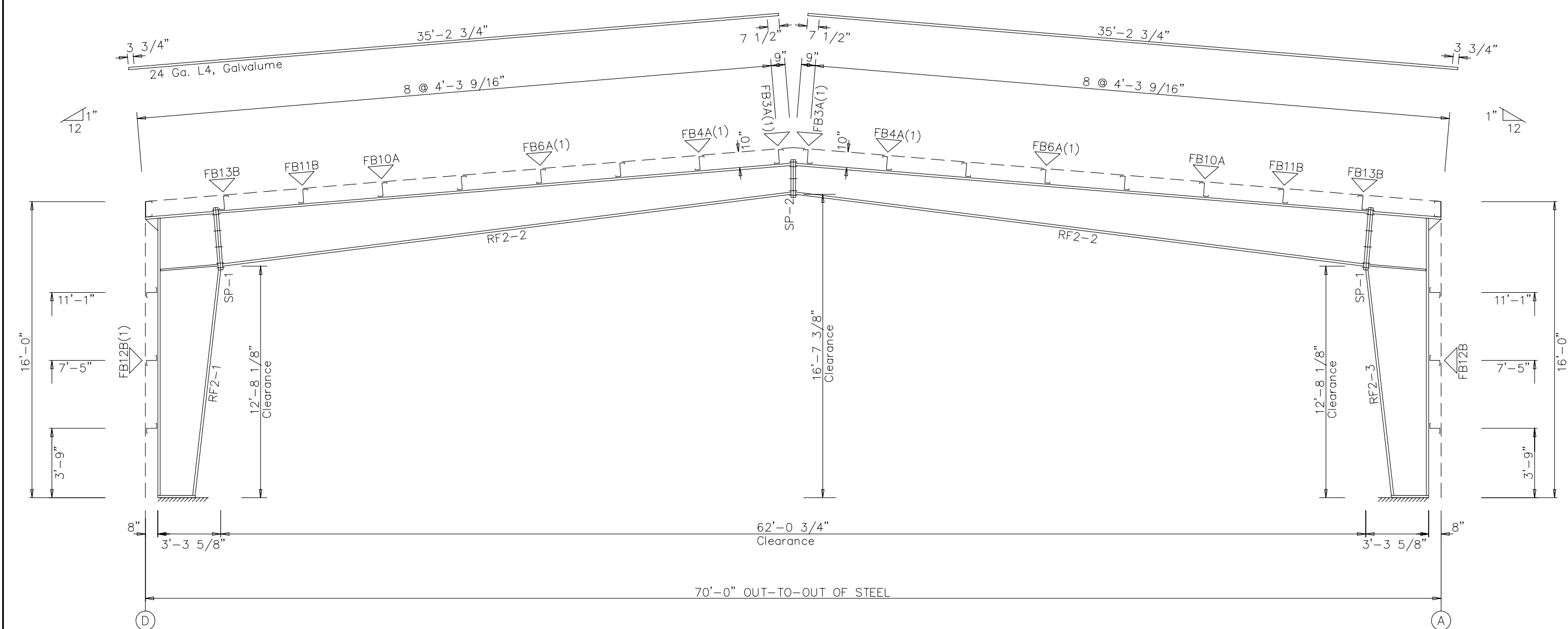
Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	4	A325	1.000	2.75
SP-2	4	4	2	A325	0.750	2.25

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxB(1)  
 B - L20X3/16  
 A - L15X1/8



MEMBER TABLE

Mark	Web Depth		Web Plate		Outside Flange			Inside Flange		
	Start	End	Thick	Length	W	Thk	Length	W	Thk	Length
RF2-1	21.0	28.3	0.219	60.0	6	1/4"	x 181.9	6	1/4"	x 60.4
	28.3	39.0	0.250	124.9	8	1/4"	x 44.3	6	3/8"	x 88.6
RF2-2	33.0	27.2	0.250	135.0	6	1/4"	x 375.0	6	1/2"	x 75.1
	27.2	17.0	0.219	240.0	6	1/4"	x 298.8	6	1/4"	x 88.6
RF2-3	39.0	28.3	0.250	124.9	8	1/4"	x 44.3	6	3/8"	x 88.6
	28.3	21.0	0.219	60.0	6	1/4"	x 181.9	6	1/4"	x 60.4



RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8

GENERAL NOTES:

- See Detail Sheets for Connection Information.
- See Shipping List for Flange Brace Lengths.

DRAWING IS NOT TO SCALE

**CORLE**  
 BUILDING SYSTEMS  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**

**DRAWING STATUS**

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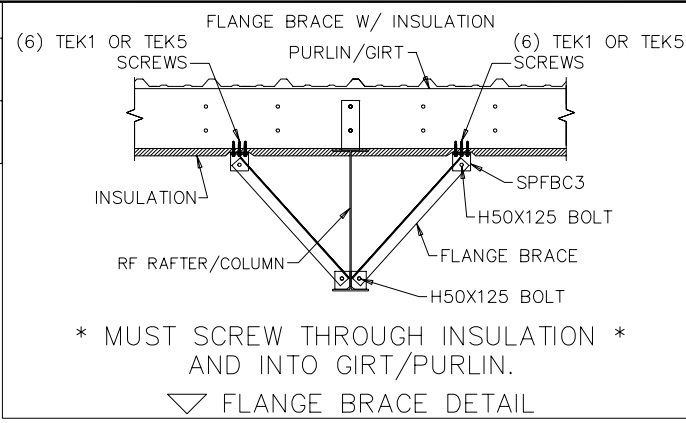
FOR CONSTRUCTION: FINAL DRAWINGS.

STATE OF MAINE  
 T. JAMES EISENMAN, JR.  
 No. 9637  
 LICENSED PROFESSIONAL ENGINEER  
 6/15/22

SPLICE BOLT TABLE

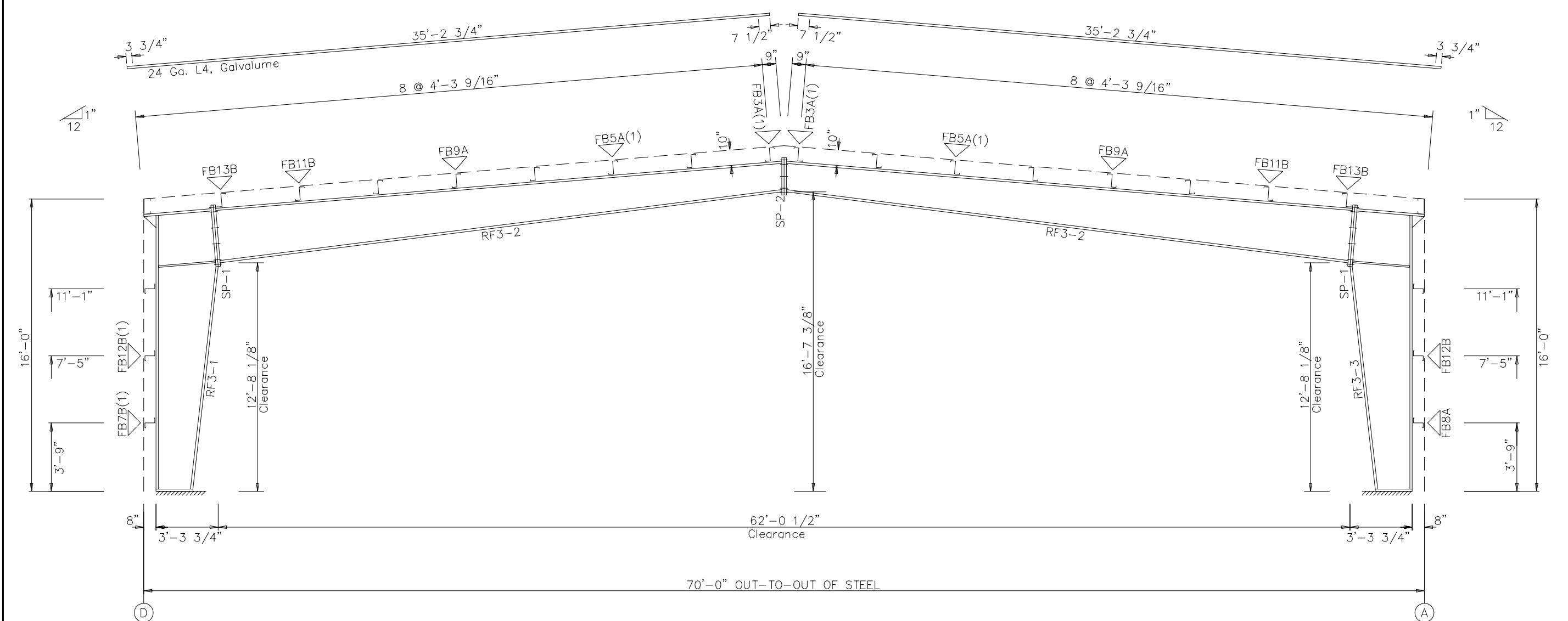
Mark	Qty		Int	Type	Dia	Length
	Top	Bot				
SP-1	4	4	4	A325	1.000	2.75
SP-2	4	4	2	A325	0.750	2.25

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxB(1)  
 B - L20X3/16  
 A - L15X1/8



MEMBER TABLE

Mark	Web Depth		Web Plate		Outside Flange			Inside Flange		
	Start	End	Thick	Length	W	Thk	Length	W	Thk	Length
RF3-1	21.0	28.3	0.219	60.0	6	1/4"	x 181.9	6	1/4"	x 60.4
	28.3	39.0	0.250	124.9	8	1/4"	x 44.3	6	1/2"	x 88.6
RF3-2	33.0	27.2	0.250	135.0	6	1/4"	x 375.0	6	1/2"	x 75.1
	27.2	17.0	0.219	240.0	6	1/4"	x 298.8	6	1/4"	x 88.6
RF3-3	39.0	28.3	0.250	124.9	8	1/4"	x 44.3	6	1/2"	x 88.6
	28.3	21.0	0.219	60.0	6	1/4"	x 181.9	6	1/4"	x 60.4



RIGID FRAME ELEVATION: FRAME LINE 9

GENERAL NOTES:

- See Detail Sheets for Connection Information.
- See Shipping List for Flange Brace Lengths.

DRAWING IS NOT TO SCALE

**CORLE**  
 BUILDING SYSTEMS  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611  
**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**

**DRAWING STATUS**

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FOR CONSTRUCTION: FINAL DRAWINGS.

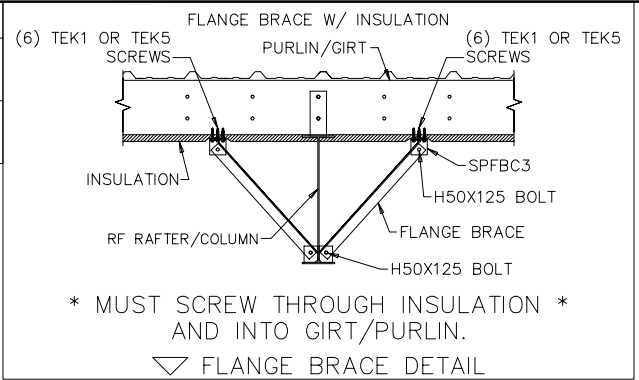
STATE OF MAINE  
 T. JAMES EISENMAN, JR.  
 No. 9637  
 LICENSED PROFESSIONAL ENGINEER  
 6/15/22

SPLICE BOLT TABLE

Mark	Qty Top	Qty Bot	Int	Type	Dia	Length
SP-1	4	4	0	A325	0.500	2.00
SP-2	4	4	0	A325	0.500	1.50

CAP PLATE BOLTS

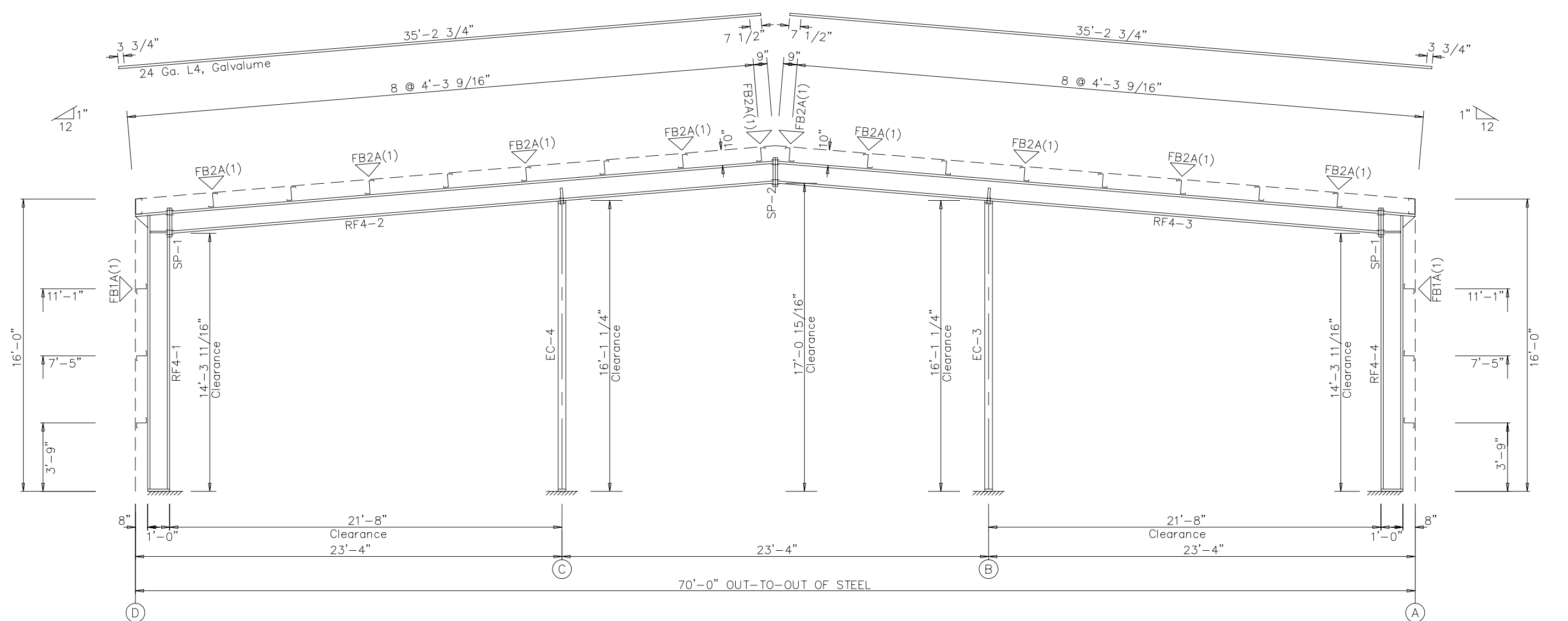
Mark	Qty	Type	Dia	Length
EC-4	4	A325	0.500	1.50
EC-3	4	A325	0.500	1.50



MEMBER SIZE TABLE

MARK	MEMBER	LENGTH
RF4-1	W12X16	15'-2 5/8"
RF4-2	W12X16	33'-5"
RF4-3	W12X16	33'-5"
RF4-4	W12X16	15'-2 5/8"
EC-4	W10X22	16'-1 1/2"
EC-3	W10X22	16'-1 1/2"

▽ FLANGE BRACES: Both Sides(U.N.)  
 FBxxA(1)  
 A - L15X1/8



RIGID FRAME ELEVATION: FRAME LINE 10

GENERAL NOTES:

- See Detail Sheets for Connection Information.
- See Shipping List for Flange Brace Lengths.

DRAWING IS NOT TO SCALE

**CORLE**  
 BUILDING SYSTEMS  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"  
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F.O. 26081

REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**

**DRAWING STATUS**

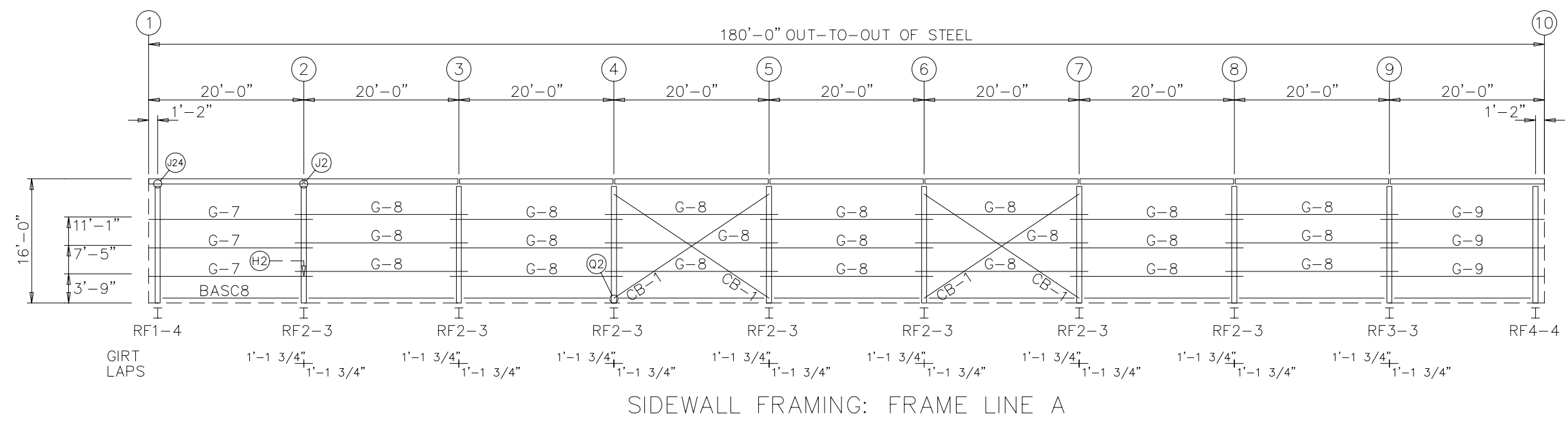
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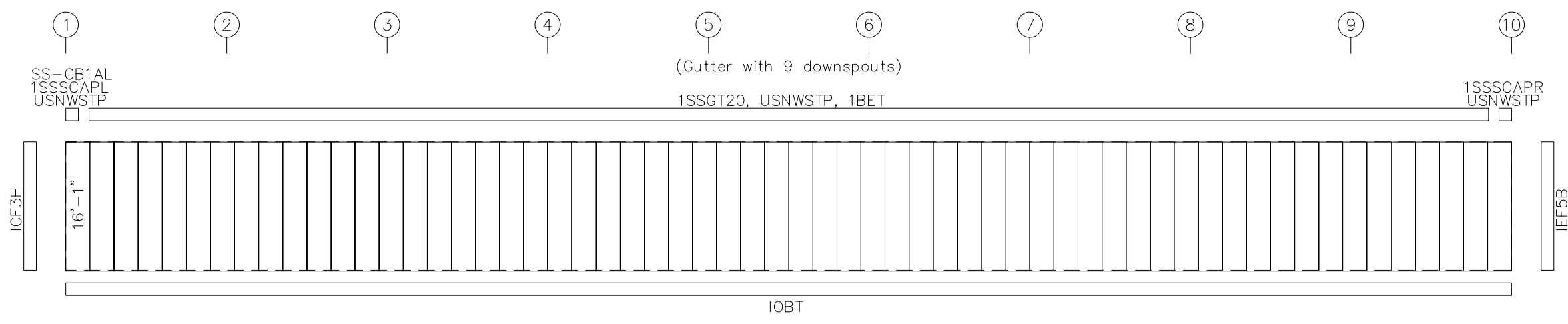
FOR CONSTRUCTION: FINAL DRAWINGS.

STATE OF MAINE  
 T. JAMES EISENMAN, JR.  
 No. 9637  
 LICENSED PROFESSIONAL ENGINEER

MEMBER TABLE			
FRAME LINE A			
QUAN	MARK	PART	LENGTH
3	G-7	08X25Z16	21'-1 1/2"
21	G-8	08X25Z16	22'-3 1/2"
3	G-9	08X25Z16	21'-1 1/2"
4	CB-1	CABLE500	21'-10 1/2"



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A  
PANELS: 26 Ga. R - Evergreen

DRAWING IS NOT TO SCALE

TRIM COLORS	
EAVE TRIM = Arctic White	CORNER TRIM = Arctic White
BASE TRIM = Arctic White	GUTTER = Arctic White
DOOR TRIM = Arctic White	DOWNSPOUTS = Arctic White
RAKE TRIM = Arctic White	
* LINER TRIM = Liner panel color	
* SOFFIT TRIM = Soffit panel color	
* ONLY APPLICABLE IF LINER TRIM OR SOFFIT PANEL IS INDICATED ON BUILDING ORDER.	

GENERAL NOTES:  
 1. Use TEK5WW screws in place of SD150 panel screws at all 10 gage members.  
 2. All connections to door or window jambs where the clip is not designated in the clip table / drawing are made with JC# clips (#= Girt Depth).

**CORLE**  
 BUILDING SYSTEMS  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276-9611

**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"

DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

**BLACK HAWK, LLC**

REV.	DESCRIPTION	DATE

**DRAWING STATUS**

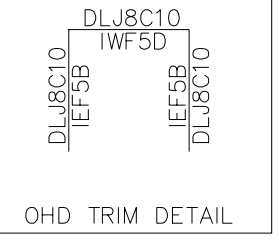
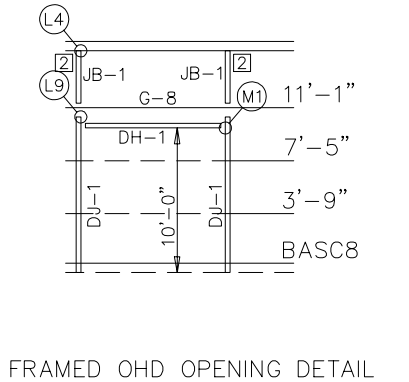
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STATE OF MAINE  
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 No. 9637  
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 6/15/22

PAGE 12 OF 18

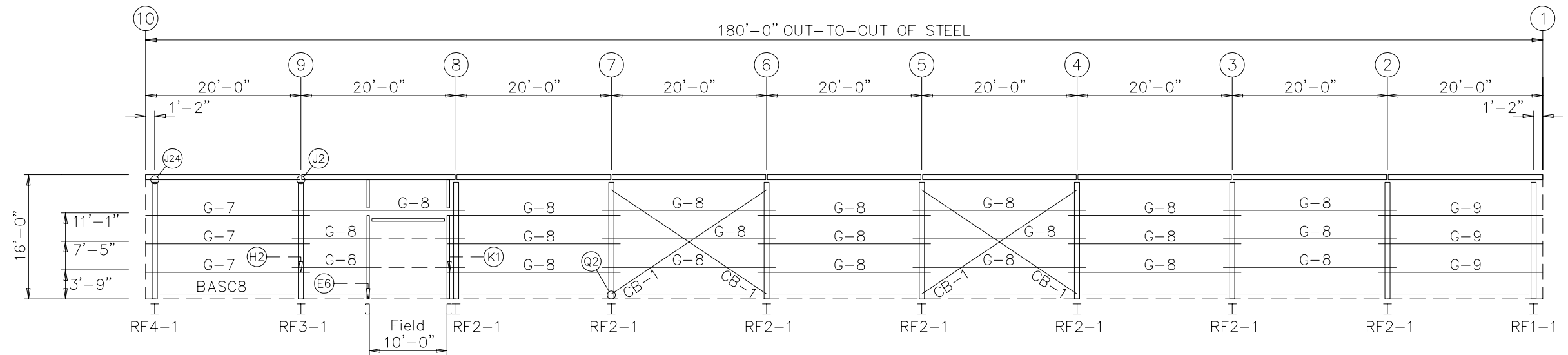


MEMBER TABLE  
FRAME LINE D

QUAN	MARK	PART	LENGTH
2	DJ-1	08X35C16	11'-0 3/4"
1	DH-1	08X35C16	10'-0"
3	G-7	08X25Z16	21'-1 1/2"
21	G-8	08X25Z16	22'-3 1/2"
3	G-9	08X25Z16	21'-1 1/2"
4	CB-1	CABLE500	21'-10 1/2"
2	JB-1	08X35C16	3'-11 3/4"

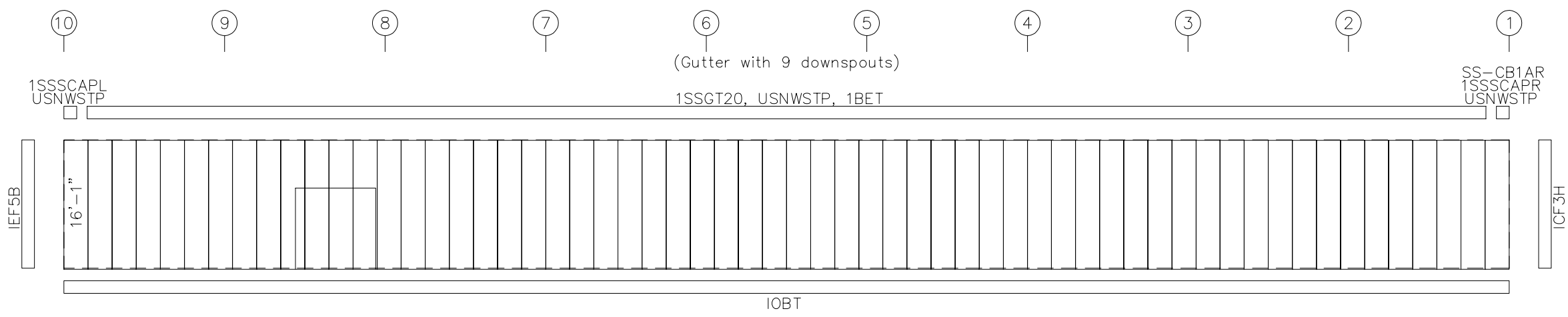
CONNECTION PLATES  
FRAME LINE D

ID	QUAN	MARK/PART
2	2	JC



GIRT LAPS  
1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4" 1'-1 3/4"

SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 26 Ga. R - Evergreen

DRAWING IS NOT TO SCALE

TRIM COLORS

EAVE TRIM = Arctic White	CORNER TRIM = Arctic White
BASE TRIM = Arctic White	GUTTER = Arctic White
DOOR TRIM = Arctic White	DOWNPOUTS = Arctic White
RAKE TRIM = Arctic White	
* LINER TRIM = Liner panel color	
* SOFFIT TRIM = Soffit panel color	

\* ONLY APPLICABLE IF LINER TRIM OR SOFFIT PANEL IS INDICATED ON BUILDING ORDER.

GENERAL NOTES:

- Use TEK5WW screws in place of SD150 panel screws at all 10 gage members.
- All connections to door or window jambs where the clip is not designated in the clip table / drawing are made with JC# clips (#= Girt Depth).

BLACK HAWK, LLC  
70'-0" x 180'-0" x 16'-0"  
DATE: 5/19/22 REVISION: 0  
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REV.	DESCRIPTION	DATE

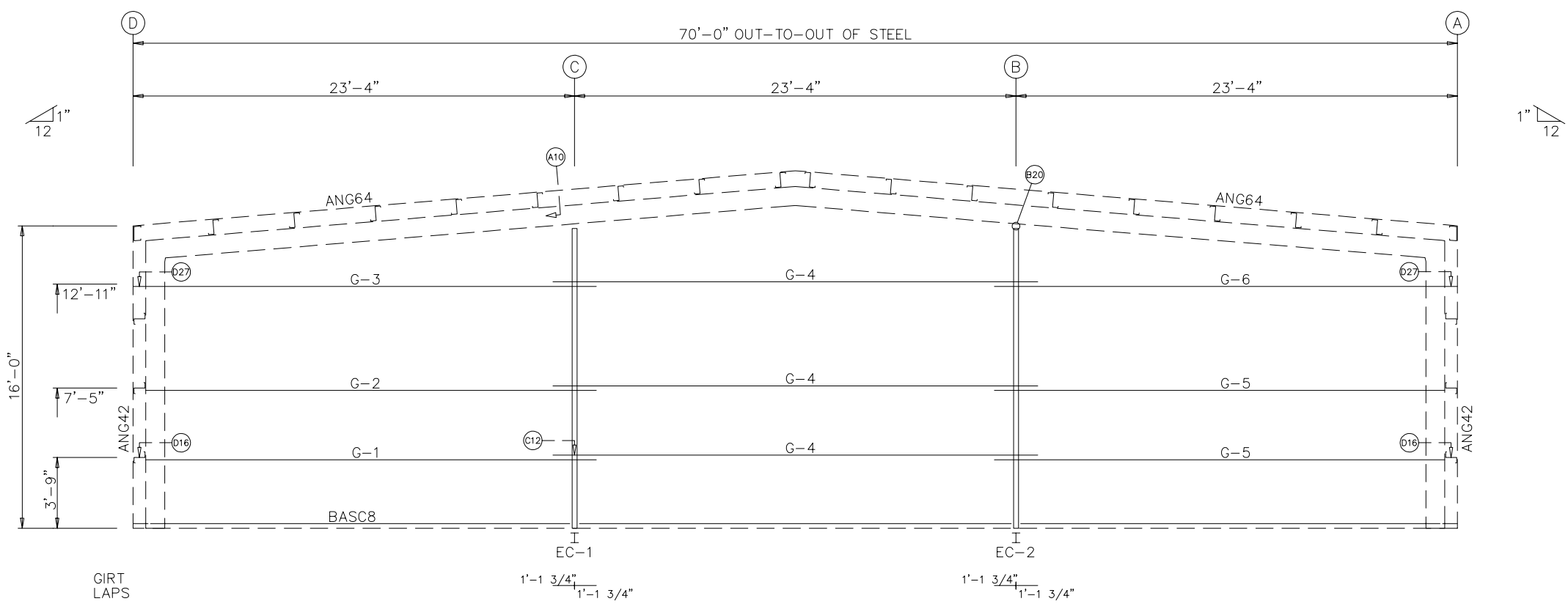
BLACK HAWK, LLC

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FOR CONSTRUCTION: FINAL DRAWINGS.

MEMBER TABLE			
FRAME LINE 1			
QUAN	MARK	PART	LENGTH
1	G-1	08X25Z16	23'-9 1/2"
1	G-2	08X25Z14	23'-9 1/2"
1	G-3	08X25Z16	24'-5 1/2"
3	G-4	08X25Z16	25'-7 1/2"
2	G-5	08X25Z16	23'-9 1/2"
1	G-6	08X25Z16	24'-5 1/2"



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. R - Evergreen

GENERAL NOTES:

1. Use TEK5WW screws in place of SD150 panel screws at all 10 gage members.
2. See detail C7A for field coping of coldform endwall column flange braces.
3. All connections to door or window jambs where the clip is not designated in the clip table / drawing are made with JC# clips (#= Girt Depth).

DRAWING IS NOT TO SCALE

TRIM COLORS	
EAVE TRIM = Arctic White	CORNER TRIM = Arctic White
BASE TRIM = Arctic White	GUTTER = Arctic White
DOOR TRIM = Arctic White	DOWNSPOUTS = Arctic White
RAKE TRIM = Arctic White	
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**BLACK HAWK, LLC**  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
 70'-0" x 180'-0" x 16'-0"  
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**BLACK HAWK, LLC**

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FOR CONSTRUCTION: FINAL DRAWINGS.

STATE OF MAINE

T. JAMES EISENMAN, JR.

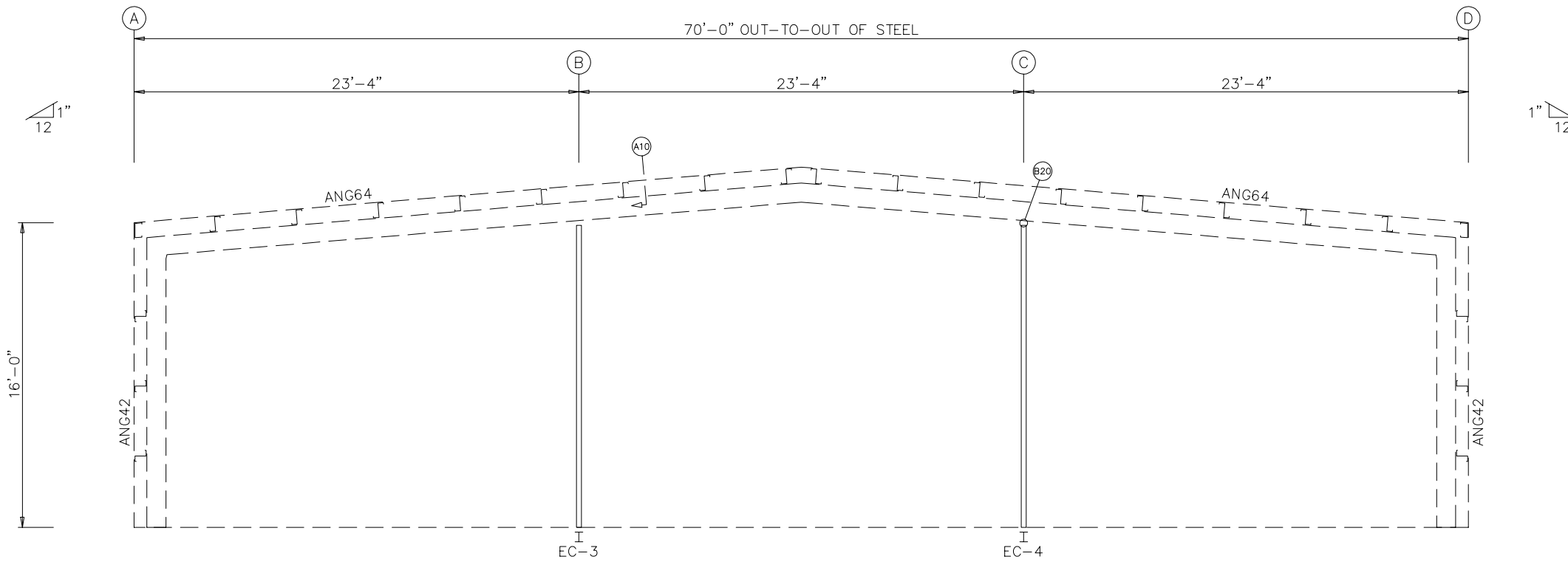
No. 9637

PROFESSIONAL ENGINEER

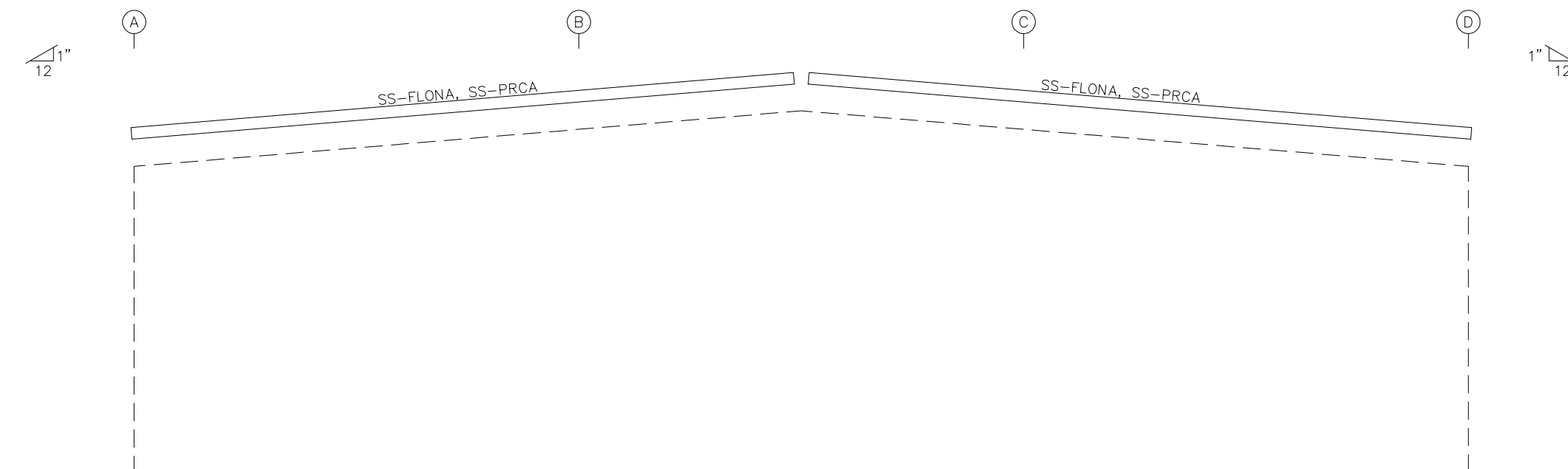
6/15/22

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ENDWALL FRAMING: FRAME LINE 10



ENDWALL SHEETING & TRIM: FRAME LINE 10

DRAWING IS NOT TO SCALE

TRIM COLORS	
EAVE TRIM = Arctic White	CORNER TRIM = Arctic White
BASE TRIM = Arctic White	GUTTER = Arctic White
DOOR TRIM = Arctic White	DOWNSPOUTS = Arctic White
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GENERAL NOTES:

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2. See detail C7A for field coping of coldform endwall column flange braces.
3. All connections to door or window jambs where the clip is not designated in the clip table / drawing are made with JC# clips (#= Girt Depth).

**CORLE**  
BUILDING SYSTEMS  
404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
70'-0" x 180'-0" x 16'-0"  
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REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**

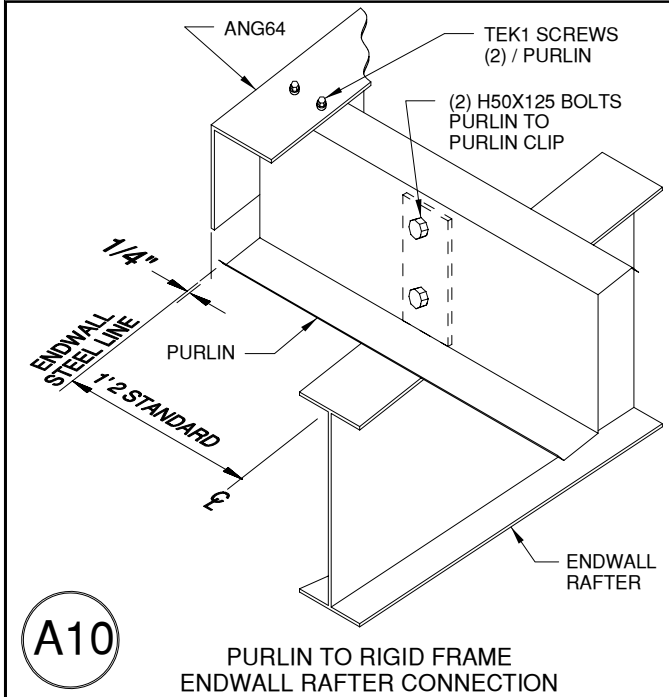
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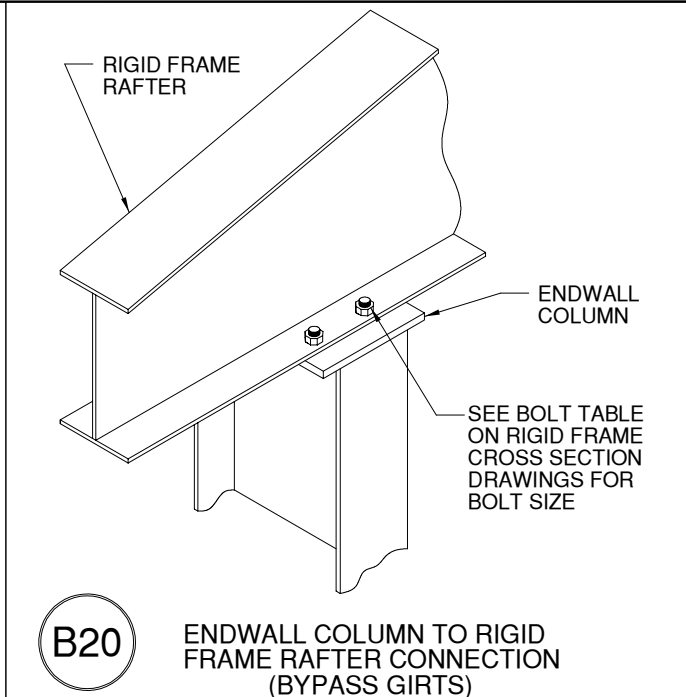
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FOR CONSTRUCTION: FINAL DRAWINGS.

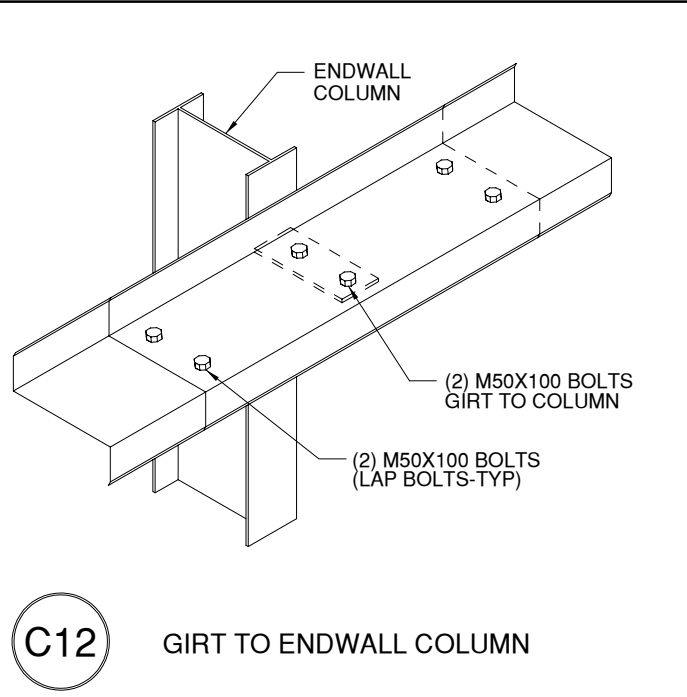
STATE OF MAINE  
T. JAMES EISENMAN, JR.  
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6/15/22



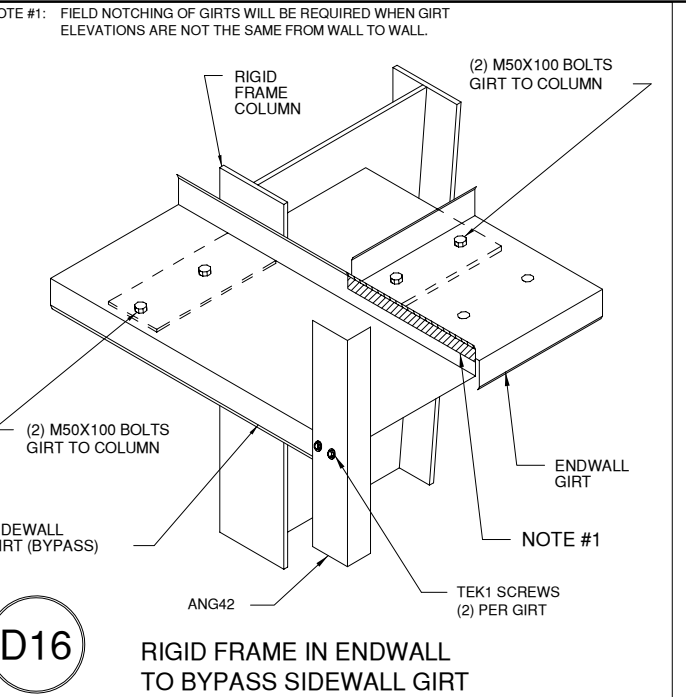
**A10** PURLIN TO RIGID FRAME ENDWALL RAFTER CONNECTION



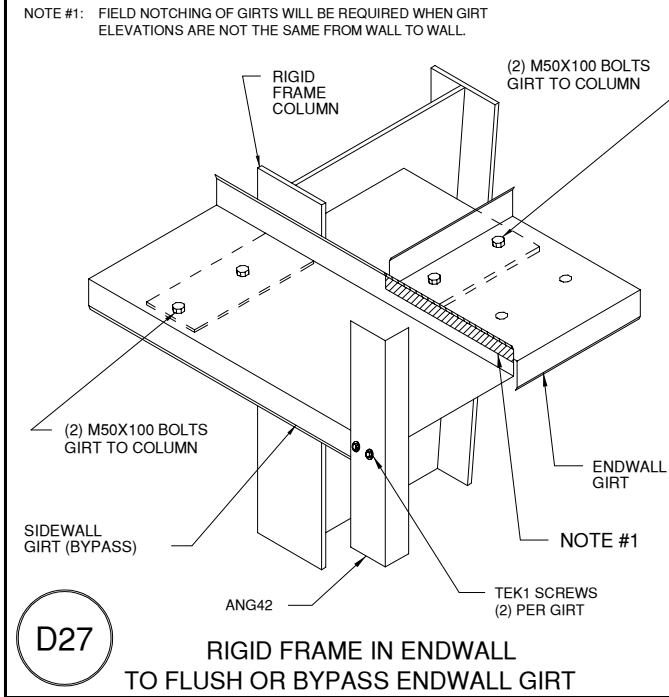
**B20** ENDWALL COLUMN TO RIGID FRAME RAFTER CONNECTION (BYPASS GIRTS)



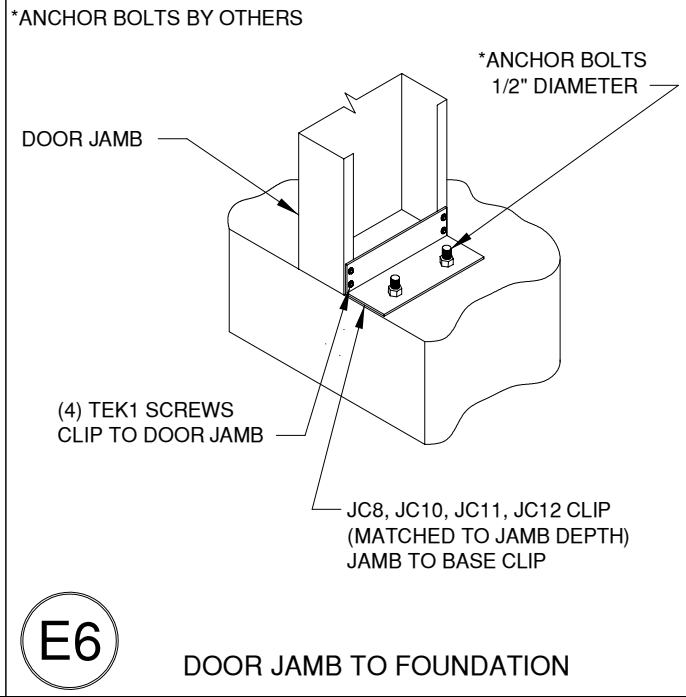
**C12** GIRT TO ENDWALL COLUMN



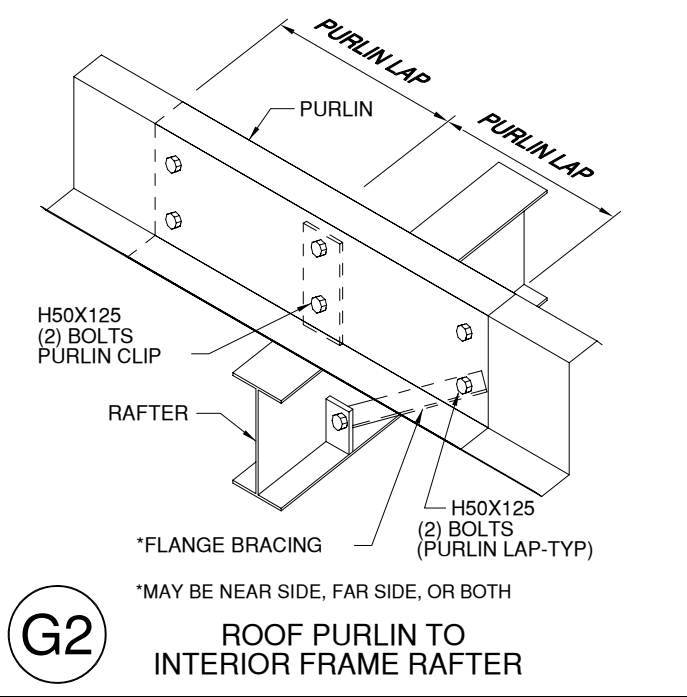
**D16** RIGID FRAME IN ENDWALL TO BYPASS SIDEWALL GIRT



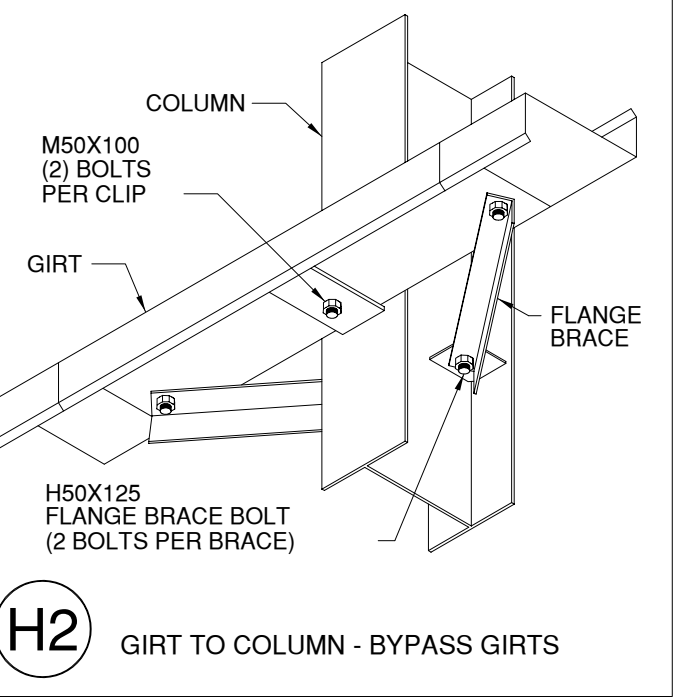
**D27** RIGID FRAME IN ENDWALL TO FLUSH OR BYPASS ENDWALL GIRT



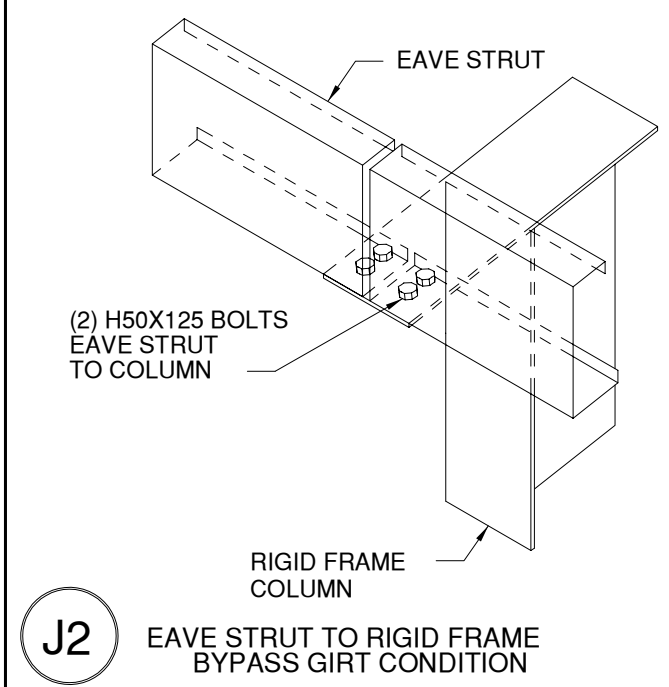
**E6** DOOR JAMB TO FOUNDATION



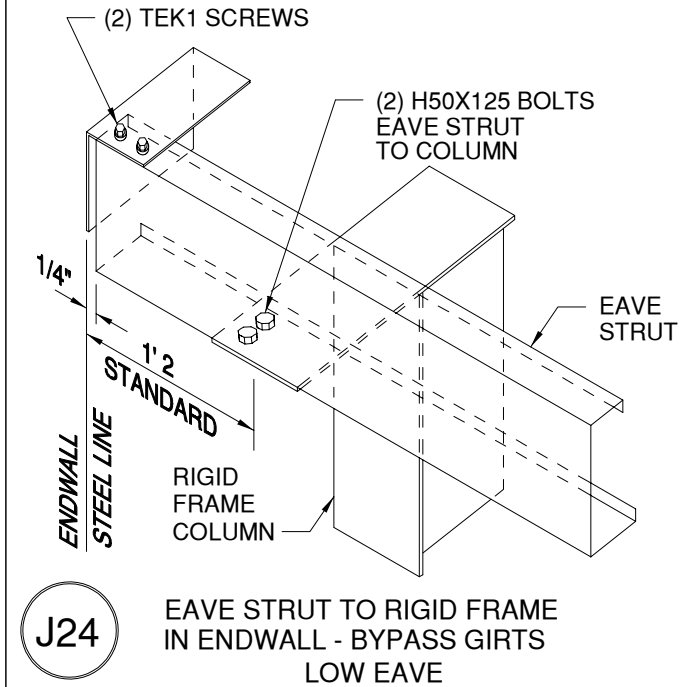
**G2** ROOF PURLIN TO INTERIOR FRAME RAFTER



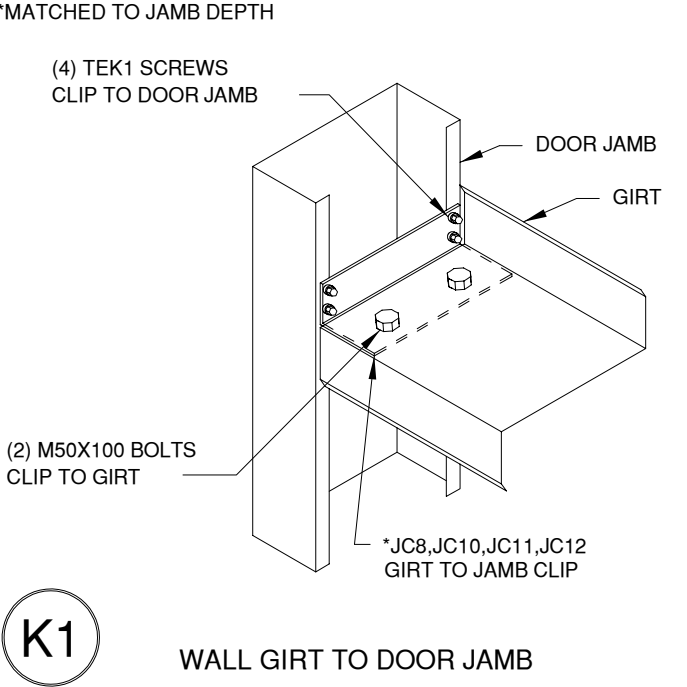
**H2** GIRT TO COLUMN - BYPASS GIRTS



**J2** EAVE STRUT TO RIGID FRAME BYPASS GIRT CONDITION



**J24** EAVE STRUT TO RIGID FRAME IN ENDWALL - BYPASS GIRTS LOW EAVE



**K1** WALL GIRT TO DOOR JAMB

**BLACK HAWK, LLC**  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

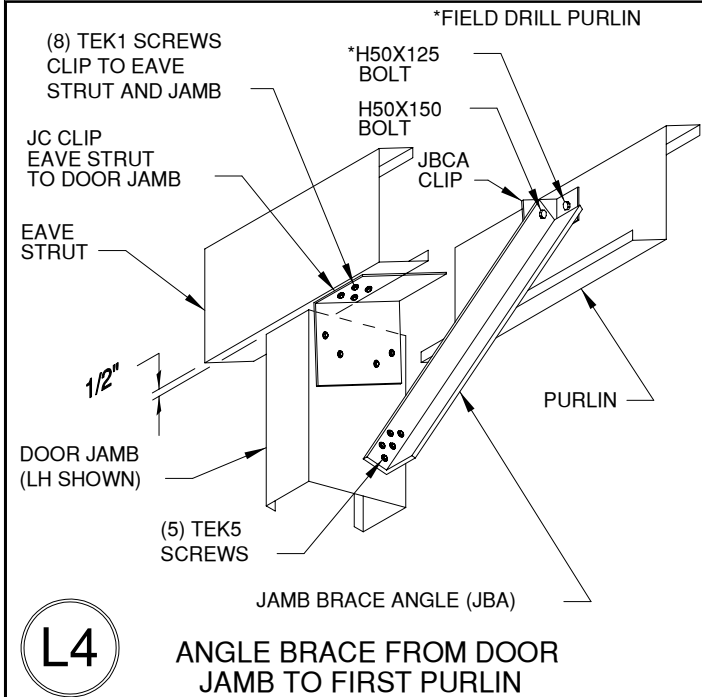
**BLACK HAWK, LLC**

**DRAWING STATUS**

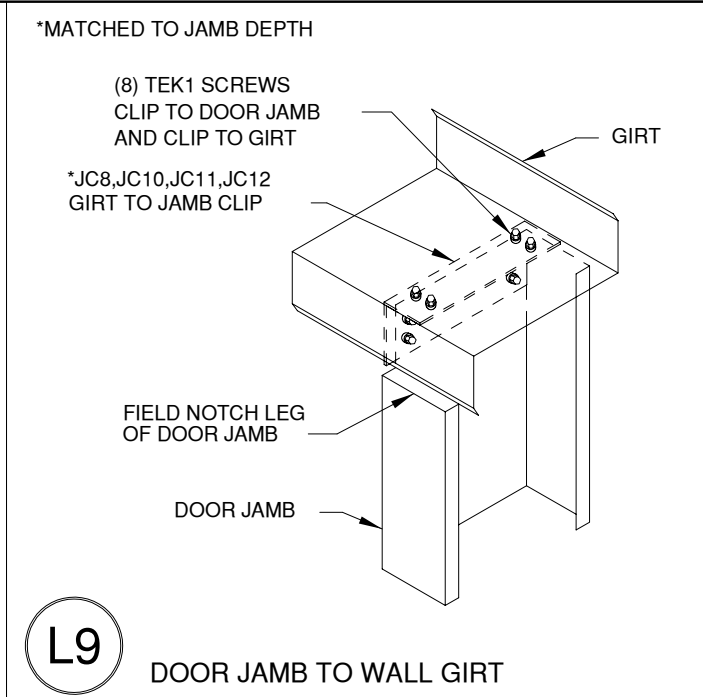
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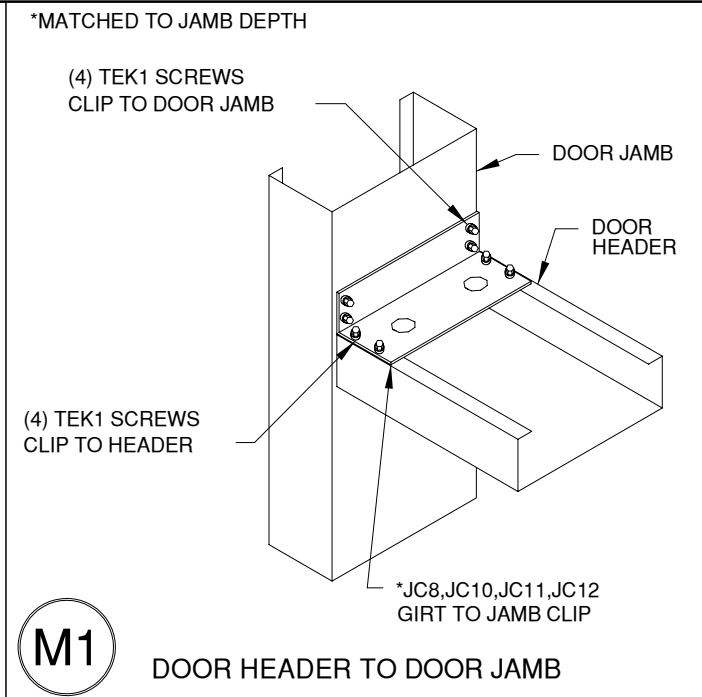
FOR CONSTRUCTION: FINAL DRAWINGS.



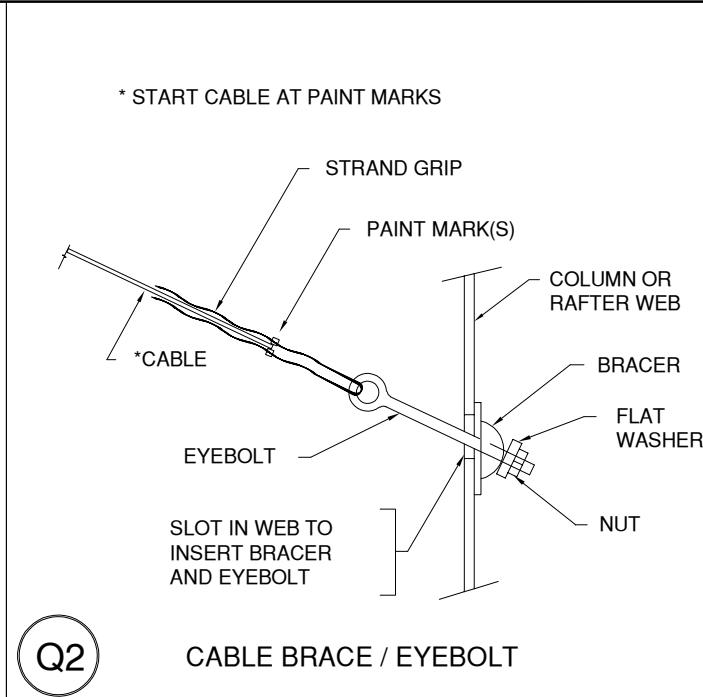
**L4** ANGLE BRACE FROM DOOR JAMB TO FIRST PURLIN



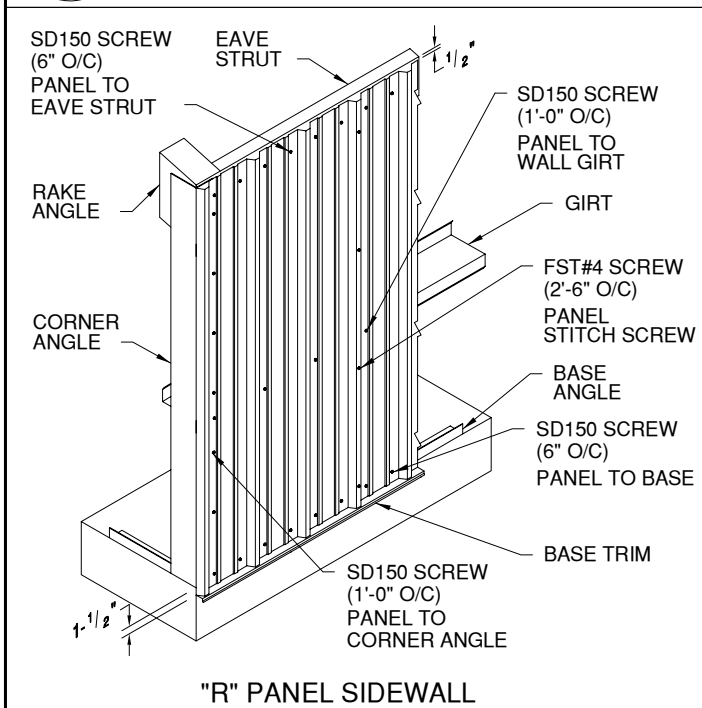
**L9** DOOR JAMB TO WALL GIRTS



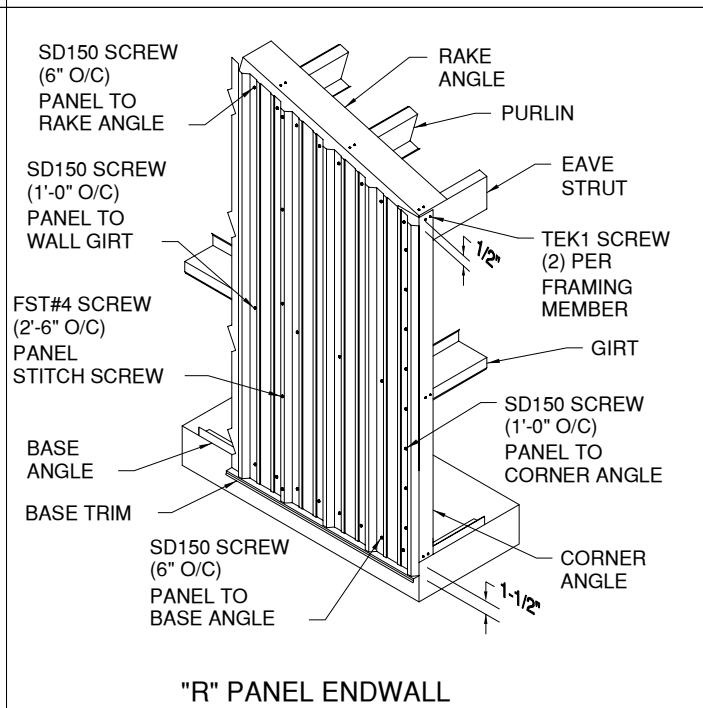
**M1** DOOR HEADER TO DOOR JAMB



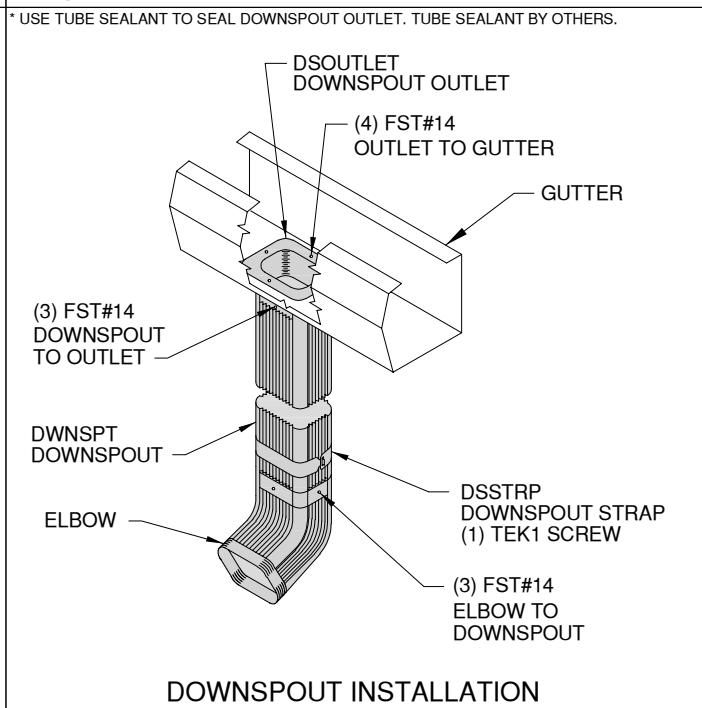
**Q2** CABLE BRACE / EYEBOLT



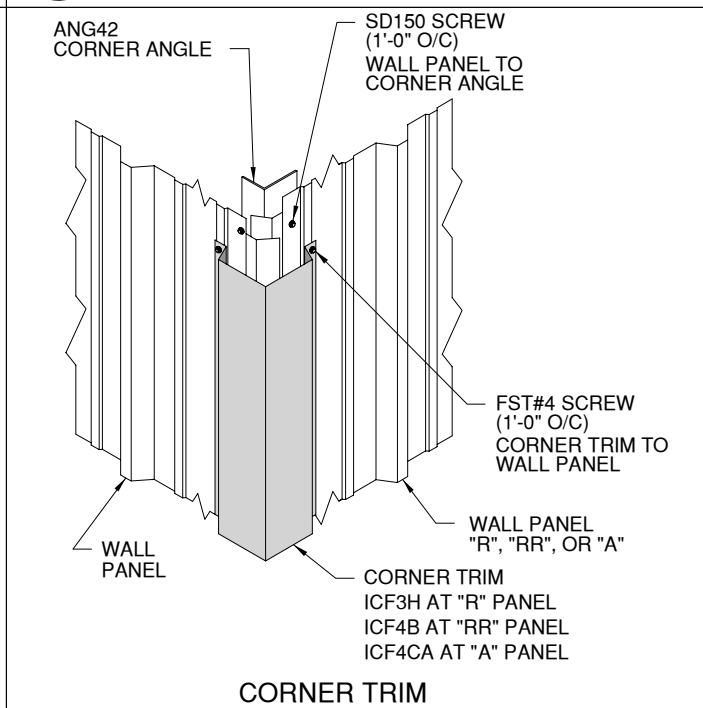
"R" PANEL SIDEWALL



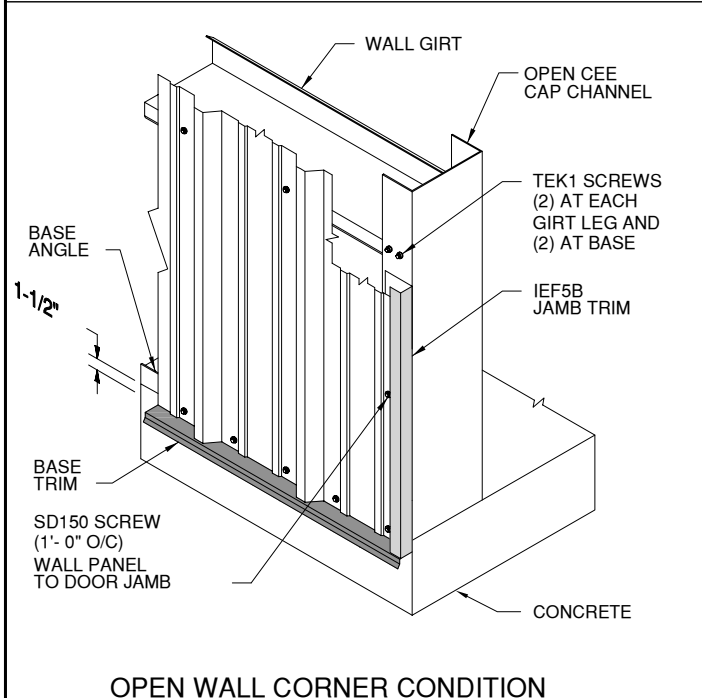
"R" PANEL ENDWALL



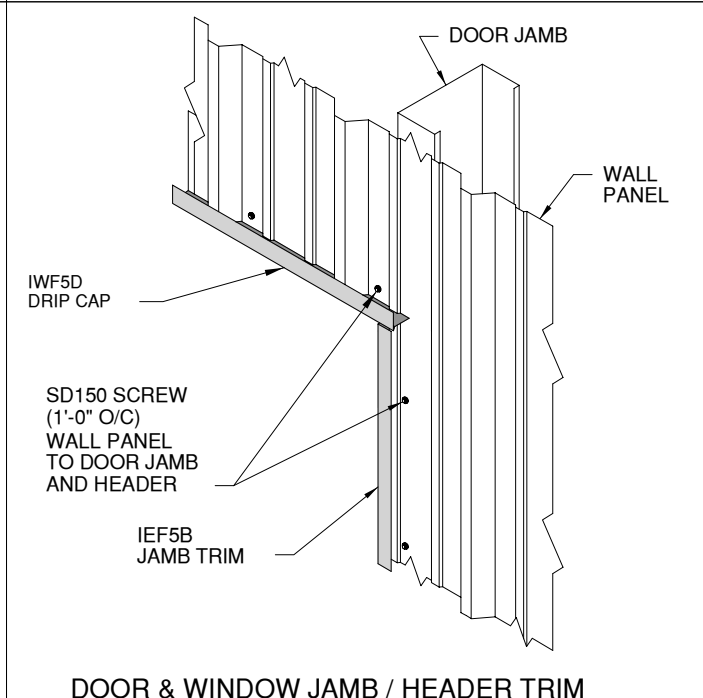
DOWNSPOUT INSTALLATION



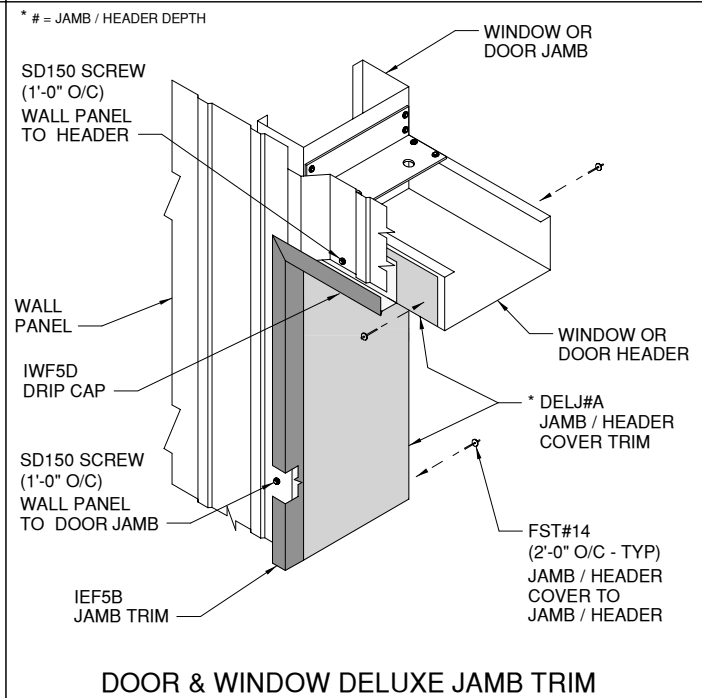
CORNER TRIM



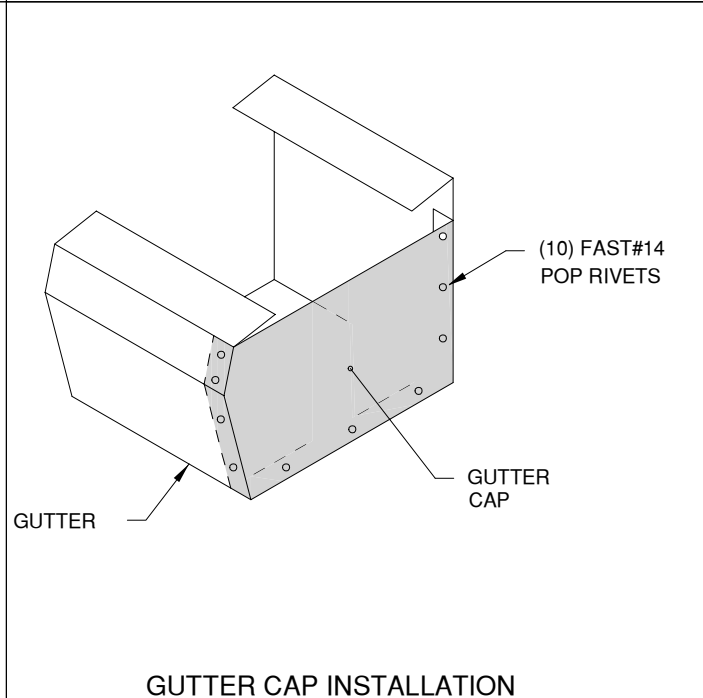
OPEN WALL CORNER CONDITION



DOOR & WINDOW JAMB / HEADER TRIM



DOOR & WINDOW DELUXE JAMB TRIM



GUTTER CAP INSTALLATION

BLACK HAWK, LLC  
 404 Sarah Furnace Road - Imbler, PA 16655 (814) 276 - 9611  
 70'-0" x 180'-0" x 16'-0"  
 DATE: 5/19/22 REVISION: 0  
 ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

DATE	REVISION HISTORY
	DESCRIPTION
	REV.

**BLACK HAWK, LLC**

**DRAWING STATUS**

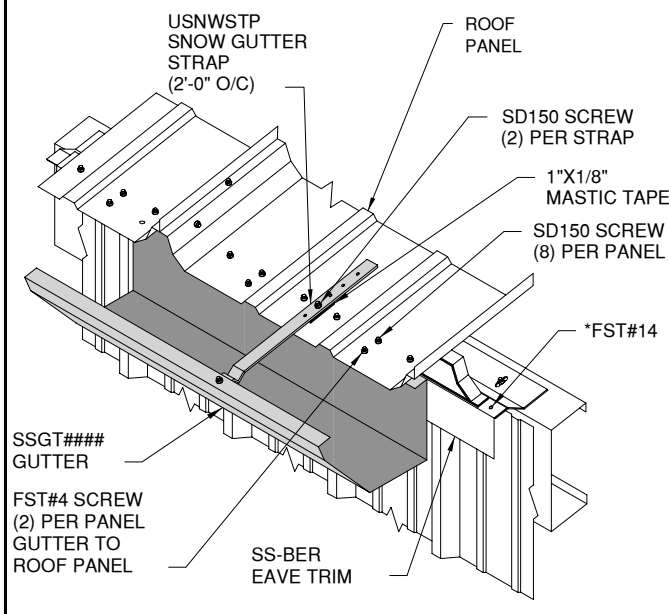
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FOR PERMIT: THESE DRAWINGS, BEING FOR PERMIT, ARE BY DEFINITION NOT FINAL. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.

FOR CONSTRUCTION: FINAL DRAWINGS.

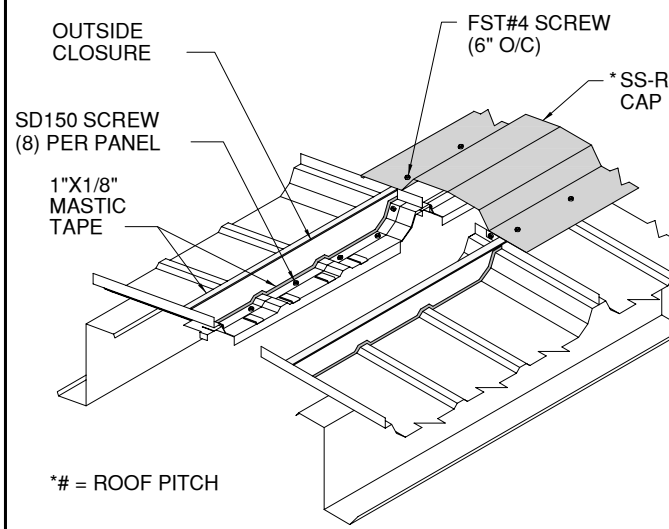
STATE OF MAINE  
 T. JAMES EISENMAN, JR.  
 No. 9637  
 LICENSED PROFESSIONAL ENGINEER  
 6/15/22

TRIM TO EAVE PLATE - INSTALL MASTIC OVER FST#14.  
(FST#14 HOLDS TRIM UNTIL ROOF PANEL SCREWS ARE INSTALLED).



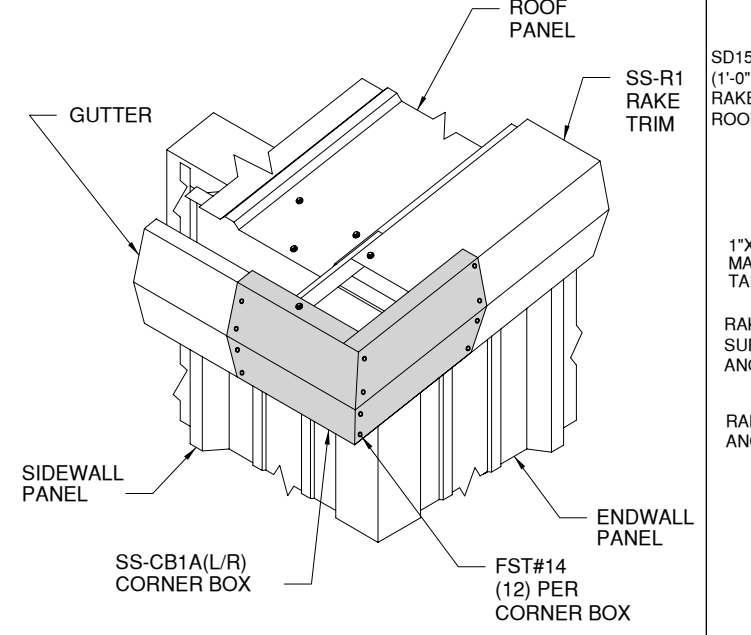
SNOW GUTTER

NOTE(S):  
1) INSTALL THE RIDGE FLASHING STARTING AND ENDING 2-1/2" OUTSIDE THE STEEL LINE.  
2) LEAVE 6" UNFASTENED ON EACH END TO ALLOW THE RAKE TRIM TO BE INSTALLED LATER.  
3) DO NOT INSTALL THE FST#4 SCREWS FOR THE RIDGE CAP THROUGH THE LOCK OF THE STANDING SEAM.

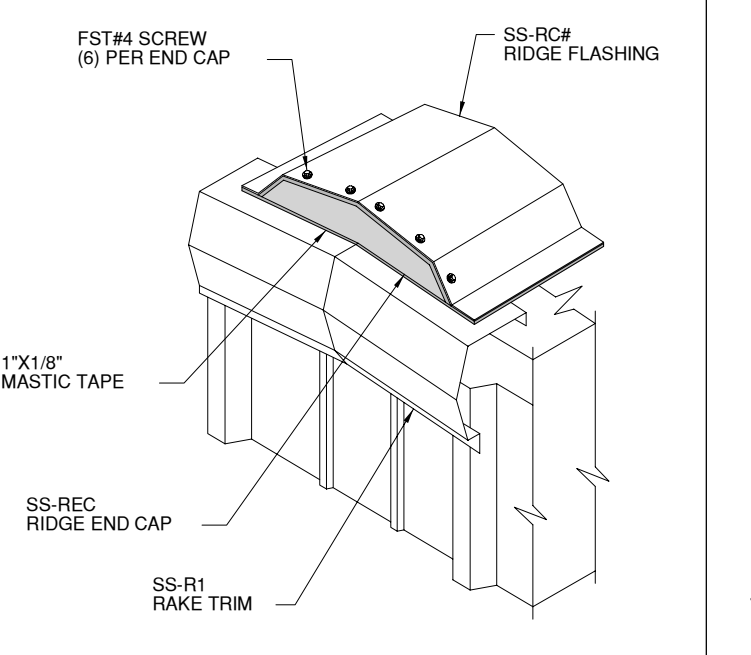


RIDGE CAP TRIM

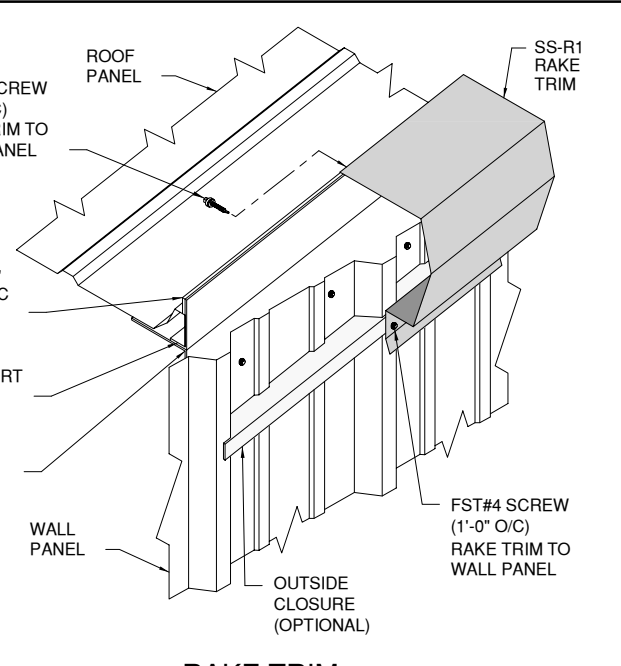
(FIELD ASSEMBLY OF CORNER BOX REQUIRED)



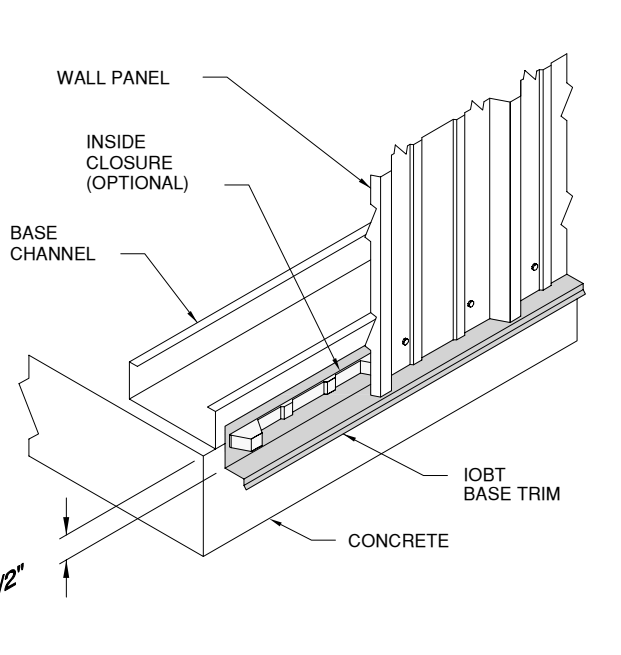
CORNER BOX INSTALLATION



RIDGE CAP END CLOSURE

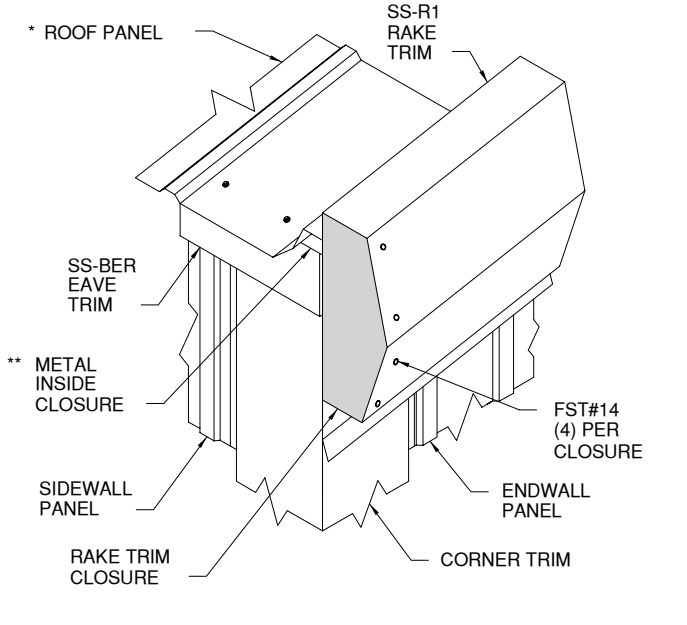


RAKE TRIM  
(ROOF SURFACES <= 90° 0 EAVE TO PEAK)



BASE TRIM AT BASE CHANNEL

\*CAN BE SEAM-LOK OR VERTICAL-LOK  
\*\*SEAM-LOK ROOF ONLY



RAKE CLOSURE

**CORLE**  
BUILDING SYSTEMS  
404 Sarah Furnace Road - Imler, PA 16655 (814) 276 - 9611

**BLACK HAWK, LLC**  
70'-0" x 180'-0" x 16'-0"  
DATE: 5/19/22 REVISION: 0  
ENG: JKB DWN: BJC APPD: JKB

F.O. 26081

REV.	DESCRIPTION	DATE

**BLACK HAWK, LLC**





**DRAWING STATUS**

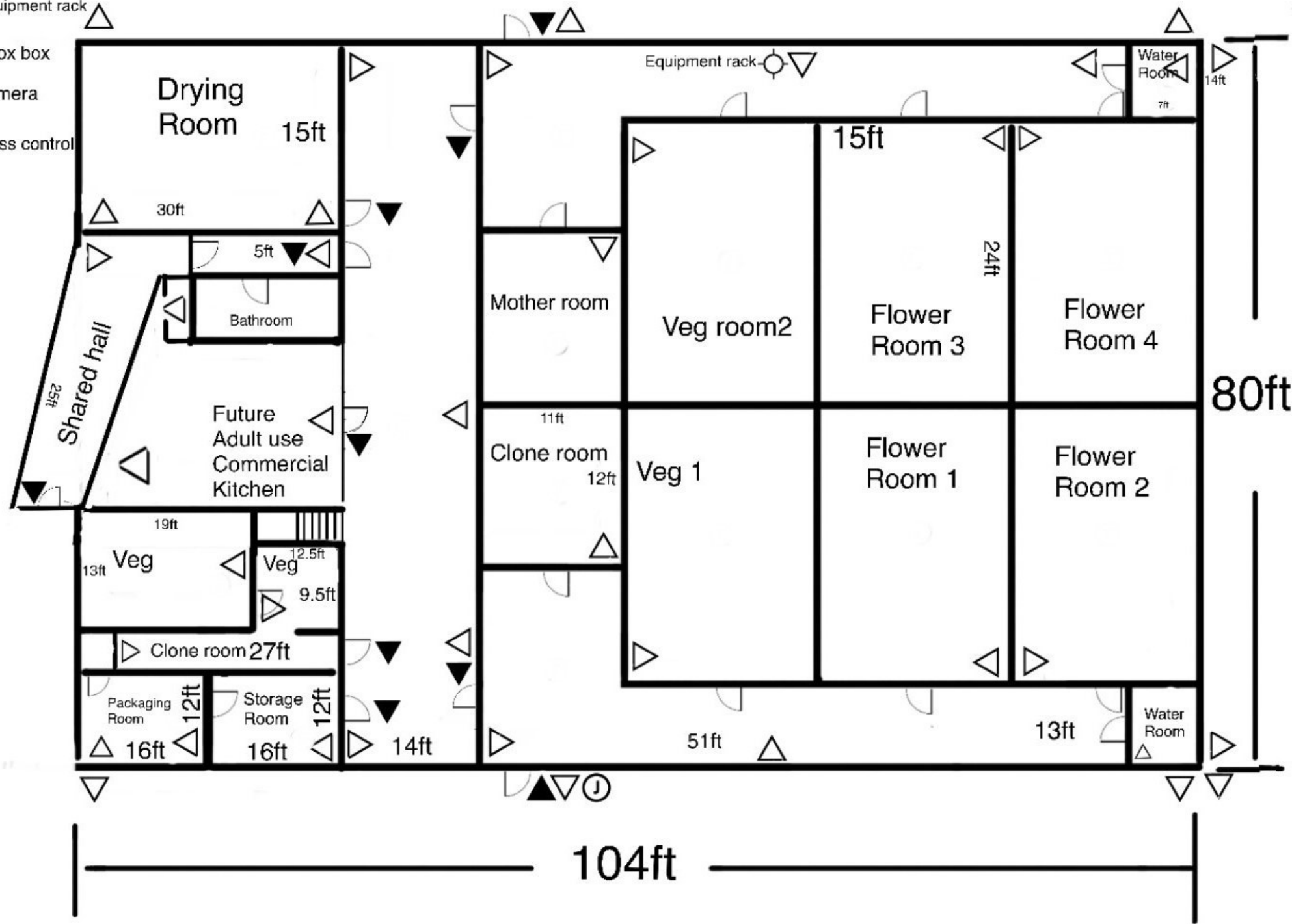
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FOR CONSTRUCTION: THESE DRAWINGS, BEING FOR CONSTRUCTION, ARE BY DEFINITION FINAL DRAWINGS.

STATE OF MAINE  
T. JAMES EISENMAN, JR.  
No. 9637  
LICENSED PROFESSIONAL ENGINEER  
6/15/22

-  Equipment rack
-  Knox box
-  Camera
-  Access control





# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

## **STORMWATER MANAGEMENT PLAN BLACKHAWK HOLDINGS EXPANSION 276 HAROLD DOW HIGHWAY ELIOT, MAINE 03903**

Project No.: C363-22

November 6<sup>th</sup>, 2023

### ◆ **Scope**

This stormwater management plan has been prepared for Black Hawk Holdings, LLC, located at 276 Harold Dow Highway in Eliot, Maine. The entire parcel contains approximately 49.13 acres; the development will include the construction of a 12,600 square foot industrial building with associated parking and site improvements. The project will add approximately 2,265 square feet of impervious area.

The project must meet the stormwater management requirements outlined in the Town of Eliot Code of Ordinances (Chapter 35).

### ◆ **Site and Watershed Description**

The project site is located in the Sturgeon Creek Watershed. Stormwater runoff from this watershed ultimately discharges to Sturgeon Creek. The affected portion of the site discharges to a series of culverts leading to wetlands, Great Creek, Sturgeon Creek and into the Piscataqua River.

The existing site is developed with a 27,837 square foot industrial building housing commercial storage, an adult use marijuana cultivation facility, and a 600 S.F. commercial manufacturing kitchen. This expansion seeks to expand the commercial storage area.

As mentioned above, the site is located in the Sturgeon Creek Watershed. The rear portion of the site drains to forested area to the north and into Little Brook. The front portion of the property unaffected by the proposed developments drains to a large roadside swale to the south of the main entrance and Route 236. The majority of grades on-site range from 2.0% to 7.0%.

The area surrounding Little Brook is in a FEMA Type A Flood Zone. No area surrounding the flood zone is being developed.

### ◆ **Soils/Hydrologic Soil Groups**

Soil types and their respective Hydrologic Soil Groups (HSG) were determined from the Soil Survey of York County, Maine. Site soils consist of Skerry fine sandy loam (SkB), Hermon Sandy Loam (HeB), and Scantic Silt Loam (Sc). HeB is in HSG A while SkB is classified as HSG C/D, and Sc is HSG D. For the intents of this analysis, SkB was treated strictly as HSG D. In an undisturbed condition, this soil type typically has slopes of 3-8% (HeB), 0-3% (Sc), and 0-8% (SkB); depth to water table greater than 80" and depth to restrictive feature greater than 80".

### ◆ **Methodology**

The stormwater quantity analysis was conducted using the HydroCAD Stormwater Modeling System by Applied Microcomputer Systems. The analysis was accomplished to determine the "Existing Condition" and "Developed Condition" stormwater flows. Both cases were

1284 State Road, Eliot, ME 03903 ♦ tel (207) 439-6023 ♦ fax (207) 439-2128

analyzed for the 2, 10, 25, and 50 year 24-hour frequency storm events. The Existing Condition analyzes the hydrologic condition of the site in its current state. The Developed Condition models the site with the proposed commercial development described above.

#### ◆ **Water Quantity Analysis and Results**

##### Existing Condition

The site was modeled as three subcatchments (SC) for the Existing Condition analysis.

Analysis Points (AP) were selected at the downstream points of SC 1 and SC 3. The Analysis Points are located at the wetland culvert in the North-West corner of the site and where water exits the development area via swale moving toward the wetlands and Little Brook. These points provide convenient locations to compare Existing Condition flows to Developed Condition flows.

SC 1 (tributary to AP 1) includes the lower portion of the existing front yard and drains in a North-Westerly direction to an existing culvert running under the existing roadway.

SC 2 (tributary to AP 1) includes wooded southerly portion of the parcel and drains in a Westerly Direction to the large swale housing Culvert 2P where the water flows to reach 1R and ultimately to 1P/AP1.

SC 3 (tributary to AP 2) includes the rear portion of the lot and drains in a North-Easterly direction to the point where the swale exits the development area to the wetlands on its way to Little Brook.

##### Developed Condition

The Developed Condition analysis consists of Five subcatchments. Other features such as ponds and reaches were added to account for on-site routing and detention of stormwater. The proposed project will utilize two proposed catch basins (3P and 4P) leading to a level spreader and an existing wetland drainage swale leading to a culverted crossing (Pond 1). The area comprised of SC 2 and SC 3 remains largely unchanged other than removing gravel piles and unused impervious area to make room for the proposed parking. The catch basins are considered a Best Management Practice (BMP) which provide retention (peak flow reduction) of stormwater and outlets to level spreader that returns channelized flow to sheet flow. All Developed Condition flows are routed to AP 1 and AP 2, described above.

Tables showing Existing Condition peak flows, Developed Condition peak flows and the change in peak flow from Existing Condition to Developed Condition are presented on a separate page.

The analysis indicates no change in a 2-year storm and decreases in peak flow at AP 1 and AP 2 for all other storm events.

#### ◆ **Summary**

The use of catch basins to detain water flowing off of the otherwise isolated impervious area between the buildings to attenuate peak flows results in no significant increase in peak runoff quantity from the proposed Development. No adverse effects are anticipated on any downstream properties or drainage structures for the analyzed storm events.

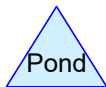
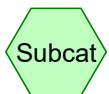
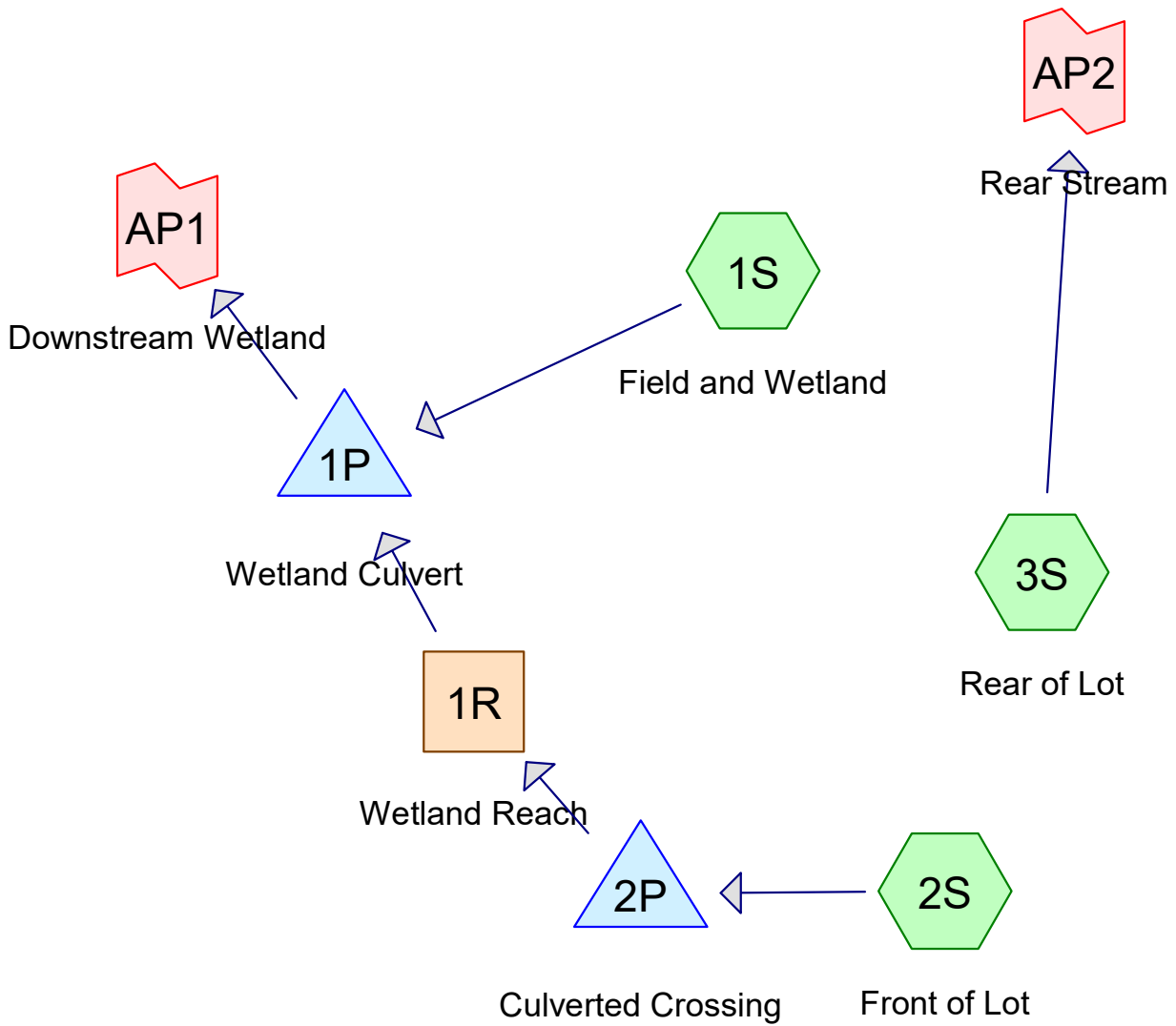
Respectfully submitted;



Kenneth A. Wood, P.E.

## **EXISTING CONDITION CALCULATIONS**





# Dunker Expansion EXT

Prepared by Attar Engineering

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Page 2

## Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.610	39	>75% Grass cover, Good, HSG A (1S, 3S)
2.703	80	>75% Grass cover, Good, HSG D (1S, 2S, 3S)
0.344	73	Brush, Good, HSG D (1S)
1.439	98	Paved parking, HSG A (1S)
1.871	98	Paved parking, HSG D (2S, 3S)
0.124	30	Woods, Good, HSG A (3S)
0.529	77	Woods, Good, HSG D (2S)
<b>7.621</b>	<b>83</b>	<b>TOTAL AREA</b>

**Dunker Expansion EXT**

Type III 24-hr 2-Year Storm Rainfall=3.30"

Prepared by Attar Engineering

Printed 11/6/2023

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Page 3

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: Field and Wetland</b>	Runoff Area=124,985 sf 50.16% Impervious Runoff Depth>1.87" Flow Length=306' Tc=20.0 min CN=87 Runoff=4.53 cfs 0.446 af
<b>Subcatchment 2S: Front of Lot</b>	Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>1.50" Flow Length=489' Tc=15.2 min CN=82 Runoff=2.14 cfs 0.189 af
<b>Subcatchment 3S: Rear of Lot</b>	Runoff Area=141,131 sf 50.56% Impervious Runoff Depth>1.42" Flow Length=680' Tc=25.3 min CN=81 Runoff=3.56 cfs 0.384 af
<b>Reach 1R: Wetland Reach</b>	Avg. Flow Depth=0.25' Max Vel=0.57 fps Inflow=2.13 cfs 0.189 af n=0.050 L=130.0' S=0.0038 '/ Capacity=959.13 cfs Outflow=2.02 cfs 0.187 af
<b>Pond 1P: Wetland Culvert</b>	Peak Elev=41.58' Storage=2,299 cf Inflow=6.45 cfs 0.634 af 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/ Outflow=4.42 cfs 0.634 af
<b>Pond 2P: Culverted Crossing</b>	Peak Elev=42.11' Storage=38 cf Inflow=2.14 cfs 0.189 af 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/ Outflow=2.13 cfs 0.189 af
<b>Link AP1: Downstream Wetland</b>	Inflow=4.42 cfs 0.634 af Primary=4.42 cfs 0.634 af
<b>Link AP2: Rear Stream</b>	Inflow=3.56 cfs 0.384 af Primary=3.56 cfs 0.384 af
<b>Total Runoff Area = 7.621 ac Runoff Volume = 1.019 af Average Runoff Depth = 1.61"</b>	
<b>56.56% Pervious = 4.310 ac 43.44% Impervious = 3.310 ac</b>	

**Dunker Expansion EXT**

Type III 24-hr 10-Year Storm Rainfall=4.90"

Prepared by Attar Engineering

Printed 11/6/2023

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Page 4

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: Field and Wetland</b>	Runoff Area=124,985 sf 50.16% Impervious Runoff Depth>3.26" Flow Length=306' Tc=20.0 min CN=87 Runoff=7.76 cfs 0.779 af
<b>Subcatchment 2S: Front of Lot</b>	Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>2.79" Flow Length=489' Tc=15.2 min CN=82 Runoff=3.97 cfs 0.352 af
<b>Subcatchment 3S: Rear of Lot</b>	Runoff Area=141,131 sf 50.56% Impervious Runoff Depth>2.69" Flow Length=680' Tc=25.3 min CN=81 Runoff=6.70 cfs 0.727 af
<b>Reach 1R: Wetland Reach</b>	Avg. Flow Depth=0.31' Max Vel=0.65 fps Inflow=3.33 cfs 0.351 af n=0.050 L=130.0' S=0.0038 '/ Capacity=959.13 cfs Outflow=3.29 cfs 0.350 af
<b>Pond 1P: Wetland Culvert</b>	Peak Elev=42.16' Storage=8,744 cf Inflow=10.77 cfs 1.129 af 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/ Outflow=5.37 cfs 1.129 af
<b>Pond 2P: Culverted Crossing</b>	Peak Elev=42.86' Storage=490 cf Inflow=3.97 cfs 0.352 af 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/ Outflow=3.33 cfs 0.351 af
<b>Link AP1: Downstream Wetland</b>	Inflow=5.37 cfs 1.129 af Primary=5.37 cfs 1.129 af
<b>Link AP2: Rear Stream</b>	Inflow=6.70 cfs 0.727 af Primary=6.70 cfs 0.727 af
<b>Total Runoff Area = 7.621 ac Runoff Volume = 1.857 af Average Runoff Depth = 2.92"</b>	
<b>56.56% Pervious = 4.310 ac 43.44% Impervious = 3.310 ac</b>	

**Dunker Expansion EXT**

Type III 24-hr 25-Year Storm Rainfall=6.20"

Prepared by Attar Engineering

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Page 5

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: Field and Wetland</b>	Runoff Area=124,985 sf 50.16% Impervious Runoff Depth>4.43" Flow Length=306' Tc=20.0 min CN=87 Runoff=10.40 cfs 1.059 af
<b>Subcatchment 2S: Front of Lot</b>	Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>3.91" Flow Length=489' Tc=15.2 min CN=82 Runoff=5.51 cfs 0.493 af
<b>Subcatchment 3S: Rear of Lot</b>	Runoff Area=141,131 sf 50.56% Impervious Runoff Depth>3.80" Flow Length=680' Tc=25.3 min CN=81 Runoff=9.37 cfs 1.025 af
<b>Reach 1R: Wetland Reach</b>	Avg. Flow Depth=0.35' Max Vel=0.69 fps Inflow=4.12 cfs 0.493 af n=0.050 L=130.0' S=0.0038 '/ Capacity=959.13 cfs Outflow=4.10 cfs 0.491 af
<b>Pond 1P: Wetland Culvert</b>	Peak Elev=42.59' Storage=14,726 cf Inflow=13.96 cfs 1.550 af 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/ Outflow=6.14 cfs 1.550 af
<b>Pond 2P: Culverted Crossing</b>	Peak Elev=43.44' Storage=1,302 cf Inflow=5.51 cfs 0.493 af 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/ Outflow=4.12 cfs 0.493 af
<b>Link AP1: Downstream Wetland</b>	Inflow=6.14 cfs 1.550 af Primary=6.14 cfs 1.550 af
<b>Link AP2: Rear Stream</b>	Inflow=9.37 cfs 1.025 af Primary=9.37 cfs 1.025 af
<b>Total Runoff Area = 7.621 ac Runoff Volume = 2.577 af Average Runoff Depth = 4.06"</b>	
<b>56.56% Pervious = 4.310 ac 43.44% Impervious = 3.310 ac</b>	

# Dunker Expansion EXT

Prepared by Attar Engineering

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Field and Wetland**      Runoff Area=124,985 sf   50.16% Impervious   Runoff Depth>5.44"  
Flow Length=306'   Tc=20.0 min   CN=87   Runoff=12.63 cfs   1.300 af

**Subcatchment 2S: Front of Lot**      Runoff Area=65,853 sf   15.44% Impervious   Runoff Depth>4.88"  
Flow Length=489'   Tc=15.2 min   CN=82   Runoff=6.81 cfs   0.615 af

**Subcatchment 3S: Rear of Lot**      Runoff Area=141,131 sf   50.56% Impervious   Runoff Depth>4.76"  
Flow Length=680'   Tc=25.3 min   CN=81   Runoff=11.64 cfs   1.285 af

**Reach 1R: Wetland Reach**      Avg. Flow Depth=0.37'   Max Vel=0.71 fps   Inflow=4.65 cfs   0.615 af  
n=0.050   L=130.0'   S=0.0038 '/'   Capacity=959.13 cfs   Outflow=4.63 cfs   0.613 af

**Pond 1P: Wetland Culvert**      Peak Elev=42.95'   Storage=19,940 cf   Inflow=16.60 cfs   1.913 af  
15.0" Round Culvert   n=0.025   L=33.0'   S=0.0152 '/'   Outflow=6.71 cfs   1.912 af

**Pond 2P: Culverted Crossing**      Peak Elev=43.90'   Storage=2,214 cf   Inflow=6.81 cfs   0.615 af  
15.0" Round Culvert   n=0.025   L=90.0'   S=0.0056 '/'   Outflow=4.65 cfs   0.615 af

**Link AP1: Downstream Wetland**      Inflow=6.71 cfs   1.912 af  
Primary=6.71 cfs   1.912 af

**Link AP2: Rear Stream**      Inflow=11.64 cfs   1.285 af  
Primary=11.64 cfs   1.285 af

**Total Runoff Area = 7.621 ac   Runoff Volume = 3.200 af   Average Runoff Depth = 5.04"**  
**56.56% Pervious = 4.310 ac   43.44% Impervious = 3.310 ac**

**Dunker Expansion EXT**

Type III 24-hr 50-Year Storm Rainfall=7.30"

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**Summary for Subcatchment 1S: Field and Wetland**

Runoff = 12.63 cfs @ 12.27 hrs, Volume= 1.300 af, Depth&gt; 5.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
62,691	98	Paved parking, HSG A
42,730	80	>75% Grass cover, Good, HSG D
4,571	39	>75% Grass cover, Good, HSG A
14,993	73	Brush, Good, HSG D
124,985	87	Weighted Average
62,294		49.84% Pervious Area
62,691		50.16% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.1	100	0.0200	0.12		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
5.9	206	0.0070	0.59		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
20.0	306	Total			

**Summary for Subcatchment 2S: Front of Lot**

Runoff = 6.81 cfs @ 12.21 hrs, Volume= 0.615 af, Depth&gt; 4.88"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
32,650	80	>75% Grass cover, Good, HSG D
23,038	77	Woods, Good, HSG D
10,165	98	Paved parking, HSG D
65,853	82	Weighted Average
55,688		84.56% Pervious Area
10,165		15.44% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.5	100	0.0700	0.20		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
2.5	190	0.0316	1.24		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
4.2	199	0.0251	0.79		<b>Shallow Concentrated Flow, Woodland/Wetland</b> Woodland Kv= 5.0 fps
15.2	489	Total			

# Dunker Expansion EXT

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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## Summary for Subcatchment 3S: Rear of Lot

Runoff = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af, Depth> 4.76"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
71,349	98	Paved parking, HSG D
21,989	39	>75% Grass cover, Good, HSG A
42,382	80	>75% Grass cover, Good, HSG D
5,411	30	Woods, Good, HSG A
141,131	81	Weighted Average
69,782		49.44% Pervious Area
71,349		50.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.2	100	0.0450	0.16		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
8.0	342	0.0103	0.71		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
7.1	238	0.0126	0.56		<b>Shallow Concentrated Flow, Stream</b> Woodland Kv= 5.0 fps
25.3	680	Total			

## Summary for Reach 1R: Wetland Reach

[79] Warning: Submerged Pond 2P Primary device # 1 OUTLET by 0.37'

Inflow Area = 1.512 ac, 15.44% Impervious, Inflow Depth > 4.88" for 50-Year Storm event  
Inflow = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af  
Outflow = 4.63 cfs @ 12.47 hrs, Volume= 0.613 af, Atten= 0%, Lag= 5.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 0.71 fps, Min. Travel Time= 3.1 min  
Avg. Velocity = 0.32 fps, Avg. Travel Time= 6.8 min

Peak Storage= 850 cf @ 12.42 hrs  
Average Depth at Peak Storage= 0.37'  
Bank-Full Depth= 3.50' Flow Area= 349.6 sf, Capacity= 959.13 cfs

8.00' x 3.50' deep channel, n= 0.050 Scattered brush, heavy weeds  
Side Slope Z-value= 50.0 2.5 '/' Top Width= 191.75'  
Length= 130.0' Slope= 0.0038 '/'  
Inlet Invert= 40.50', Outlet Invert= 40.00'



# Dunker Expansion EXT

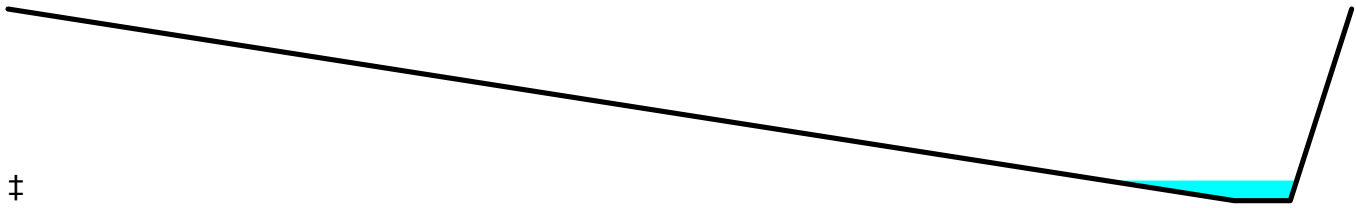
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Type III 24-hr 50-Year Storm Rainfall=7.30"

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## Summary for Pond 1P: Wetland Culvert

[82] Warning: Early inflow requires earlier time span

[44] Hint: Outlet device #1 is below defined storage

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=22)

[63] Warning: Exceeded Reach 1R INLET depth by 2.23' @ 12.90 hrs

Inflow Area = 4.381 ac, 38.18% Impervious, Inflow Depth > 5.24" for 50-Year Storm event  
 Inflow = 16.60 cfs @ 12.29 hrs, Volume= 1.913 af  
 Outflow = 6.71 cfs @ 12.81 hrs, Volume= 1.912 af, Atten= 60%, Lag= 31.6 min  
 Primary = 6.71 cfs @ 12.81 hrs, Volume= 1.912 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 42.95' @ 12.81 hrs Surf.Area= 14,900 sf Storage= 19,940 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 20.0 min ( 795.0 - 775.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	41.00'	44,602 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
41.00	161	0	0
42.00	13,092	6,627	6,627
43.00	14,993	14,043	20,669
44.00	32,873	23,933	44,602

Device	Routing	Invert	Outlet Devices
#1	Primary	40.00'	<b>15.0" Round Culvert</b> L= 33.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 40.00' / 39.50' S= 0.0152 ' S= 0.0152 ' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 1.23 sf

**Primary OutFlow** Max=6.71 cfs @ 12.81 hrs HW=42.95' (Free Discharge)

↑ **1=Culvert** (Barrel Controls 6.71 cfs @ 5.46 fps)

## Summary for Pond 2P: Culverted Crossing

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=3)

# Dunker Expansion EXT

Type III 24-hr 50-Year Storm Rainfall=7.30"

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Inflow Area = 1.512 ac, 15.44% Impervious, Inflow Depth > 4.88" for 50-Year Storm event  
 Inflow = 6.81 cfs @ 12.21 hrs, Volume= 0.615 af  
 Outflow = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af, Atten= 32%, Lag= 10.5 min  
 Primary = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 43.90' @ 12.38 hrs Surf.Area= 2,259 sf Storage= 2,214 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 2.5 min ( 779.8 - 777.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	41.00'	16,686 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
41.00	15	0	0
42.00	40	28	28
44.00	2,373	2,413	2,441
45.00	6,330	4,352	6,792
46.00	13,457	9,894	16,686

Device	Routing	Invert	Outlet Devices
#1	Primary	41.00'	<b>15.0" Round Culvert</b> L= 90.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 41.00' / 40.50' S= 0.0056 '/ Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 1.23 sf

**Primary OutFlow** Max=4.64 cfs @ 12.38 hrs HW=43.90' (Free Discharge)  
 ↑1=Culvert (Barrel Controls 4.64 cfs @ 3.78 fps)

## Summary for Link AP1: Downstream Wetland

Inflow Area = 4.381 ac, 38.18% Impervious, Inflow Depth > 5.24" for 50-Year Storm event  
 Inflow = 6.71 cfs @ 12.81 hrs, Volume= 1.912 af  
 Primary = 6.71 cfs @ 12.81 hrs, Volume= 1.912 af, Atten= 0%, Lag= 0.0 min

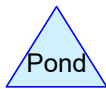
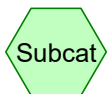
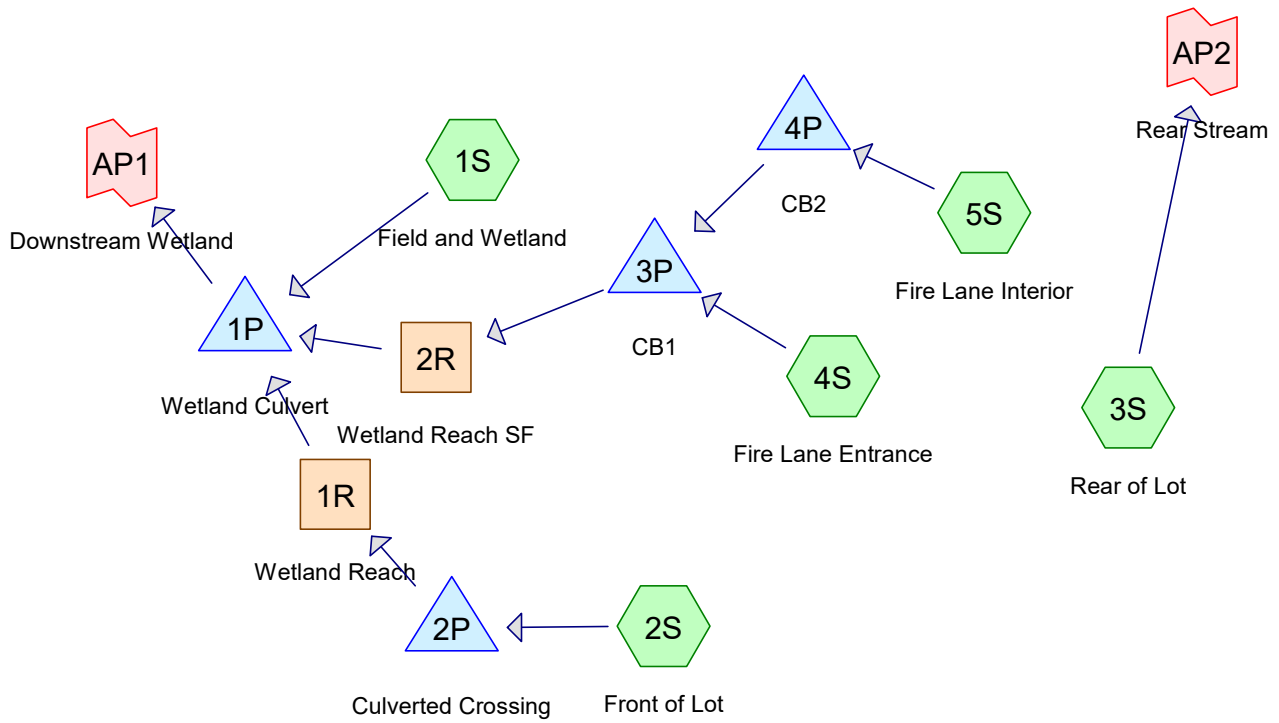
Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

## Summary for Link AP2: Rear Stream

Inflow Area = 3.240 ac, 50.56% Impervious, Inflow Depth > 4.76" for 50-Year Storm event  
 Inflow = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af  
 Primary = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

## **DEVELOPED CONDITION CALCULATIONS**



# Dunker Expansion DEV

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## Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.609	39	>75% Grass cover, Good, HSG A (1S, 3S)
2.653	80	>75% Grass cover, Good, HSG D (1S, 2S, 3S, 4S)
0.344	73	Brush, Good, HSG D (1S)
0.903	98	Paved parking, HSG A (1S)
2.459	98	Paved parking, HSG D (2S, 3S, 4S, 5S)
0.124	30	Woods, Good, HSG A (3S)
0.529	77	Woods, Good, HSG D (2S)
<b>7.621</b>	<b>83</b>	<b>TOTAL AREA</b>

**Dunker Expansion DEV**

Type III 24-hr 2-Year Storm Rainfall=3.30"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Field and Wetland** Runoff Area=99,058 sf 39.72% Impervious Runoff Depth>1.64"  
 Flow Length=306' Tc=20.0 min CN=84 Runoff=3.16 cfs 0.310 af

**Subcatchment 2S: Front of Lot** Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>1.50"  
 Flow Length=489' Tc=15.2 min CN=82 Runoff=2.14 cfs 0.189 af

**Subcatchment 3S: Rear of Lot** Runoff Area=141,132 sf 50.75% Impervious Runoff Depth>1.42"  
 Flow Length=680' Tc=25.3 min CN=81 Runoff=3.56 cfs 0.384 af

**Subcatchment 4S: Fire Lane Entrance** Runoff Area=12,332 sf 94.95% Impervious Runoff Depth>2.78"  
 Flow Length=62' Tc=4.4 min CN=97 Runoff=0.92 cfs 0.066 af

**Subcatchment 5S: Fire Lane Interior** Runoff Area=13,597 sf 100.00% Impervious Runoff Depth>2.87"  
 Flow Length=86' Slope=0.0058 '/' Tc=1.7 min CN=98 Runoff=1.08 cfs 0.075 af

**Reach 1R: Wetland Reach** Avg. Flow Depth=0.25' Max Vel=0.57 fps Inflow=2.13 cfs 0.189 af  
 n=0.050 L=130.0' S=0.0038 '/' Capacity=959.13 cfs Outflow=2.02 cfs 0.187 af

**Reach 2R: Wetland Reach SF** Avg. Flow Depth=0.37' Max Vel=0.21 fps Inflow=1.91 cfs 0.140 af  
 n=0.240 L=130.0' S=0.0077 '/' Capacity=282.59 cfs Outflow=1.36 cfs 0.138 af

**Pond 1P: Wetland Culvert** Peak Elev=41.58' Storage=2,233 cf Inflow=6.47 cfs 0.636 af  
 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/' Outflow=4.42 cfs 0.636 af

**Pond 2P: Culverted Crossing** Peak Elev=42.11' Storage=38 cf Inflow=2.14 cfs 0.189 af  
 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/' Outflow=2.13 cfs 0.189 af

**Pond 3P: CB1** Peak Elev=45.31' Storage=37 cf Inflow=1.97 cfs 0.140 af  
 Outflow=1.91 cfs 0.140 af

**Pond 4P: CB2** Peak Elev=43.65' Storage=8 cf Inflow=1.08 cfs 0.075 af  
 12.0" Round Culvert n=0.013 L=80.0' S=0.0050 '/' Outflow=1.09 cfs 0.075 af

**Link AP1: Downstream Wetland** Inflow=4.42 cfs 0.636 af  
 Primary=4.42 cfs 0.636 af

**Link AP2: Rear Stream** Inflow=3.56 cfs 0.384 af  
 Primary=3.56 cfs 0.384 af

**Total Runoff Area = 7.621 ac Runoff Volume = 1.023 af Average Runoff Depth = 1.61"**  
**55.89% Pervious = 4.259 ac 44.11% Impervious = 3.362 ac**

**Dunker Expansion DEV**

Type III 24-hr 10-Year Storm Rainfall=4.90"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: Field and Wetland</b>	Runoff Area=99,058 sf 39.72% Impervious Runoff Depth>2.97" Flow Length=306' Tc=20.0 min CN=84 Runoff=5.68 cfs 0.563 af
<b>Subcatchment 2S: Front of Lot</b>	Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>2.79" Flow Length=489' Tc=15.2 min CN=82 Runoff=3.97 cfs 0.352 af
<b>Subcatchment 3S: Rear of Lot</b>	Runoff Area=141,132 sf 50.75% Impervious Runoff Depth>2.69" Flow Length=680' Tc=25.3 min CN=81 Runoff=6.70 cfs 0.727 af
<b>Subcatchment 4S: Fire Lane Entrance</b>	Runoff Area=12,332 sf 94.95% Impervious Runoff Depth>4.25" Flow Length=62' Tc=4.4 min CN=97 Runoff=1.39 cfs 0.100 af
<b>Subcatchment 5S: Fire Lane Interior</b>	Runoff Area=13,597 sf 100.00% Impervious Runoff Depth>4.33" Flow Length=86' Slope=0.0058 '/' Tc=1.7 min CN=98 Runoff=1.62 cfs 0.113 af
<b>Reach 1R: Wetland Reach</b>	Avg. Flow Depth=0.31' Max Vel=0.65 fps Inflow=3.33 cfs 0.351 af n=0.050 L=130.0' S=0.0038 '/' Capacity=959.13 cfs Outflow=3.29 cfs 0.350 af
<b>Reach 2R: Wetland Reach SF</b>	Avg. Flow Depth=0.43' Max Vel=0.23 fps Inflow=2.00 cfs 0.213 af n=0.240 L=130.0' S=0.0077 '/' Capacity=282.59 cfs Outflow=1.90 cfs 0.211 af
<b>Pond 1P: Wetland Culvert</b>	Peak Elev=42.15' Storage=8,558 cf Inflow=10.49 cfs 1.124 af 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/' Outflow=5.34 cfs 1.124 af
<b>Pond 2P: Culverted Crossing</b>	Peak Elev=42.86' Storage=490 cf Inflow=3.97 cfs 0.352 af 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/' Outflow=3.33 cfs 0.351 af
<b>Pond 3P: CB1</b>	Peak Elev=45.73' Storage=342 cf Inflow=2.95 cfs 0.213 af Outflow=2.00 cfs 0.213 af
<b>Pond 4P: CB2</b>	Peak Elev=43.84' Storage=11 cf Inflow=1.62 cfs 0.113 af 12.0" Round Culvert n=0.013 L=80.0' S=0.0050 '/' Outflow=1.62 cfs 0.113 af
<b>Link AP1: Downstream Wetland</b>	Inflow=5.34 cfs 1.124 af Primary=5.34 cfs 1.124 af
<b>Link AP2: Rear Stream</b>	Inflow=6.70 cfs 0.727 af Primary=6.70 cfs 0.727 af

**Total Runoff Area = 7.621 ac Runoff Volume = 1.854 af Average Runoff Depth = 2.92"**  
**55.89% Pervious = 4.259 ac 44.11% Impervious = 3.362 ac**

**Dunker Expansion DEV**

Type III 24-hr 25-Year Storm Rainfall=6.20"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Field and Wetland** Runoff Area=99,058 sf 39.72% Impervious Runoff Depth>4.11"  
 Flow Length=306' Tc=20.0 min CN=84 Runoff=7.77 cfs 0.779 af

**Subcatchment 2S: Front of Lot** Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>3.91"  
 Flow Length=489' Tc=15.2 min CN=82 Runoff=5.51 cfs 0.493 af

**Subcatchment 3S: Rear of Lot** Runoff Area=141,132 sf 50.75% Impervious Runoff Depth>3.80"  
 Flow Length=680' Tc=25.3 min CN=81 Runoff=9.37 cfs 1.025 af

**Subcatchment 4S: Fire Lane Entrance** Runoff Area=12,332 sf 94.95% Impervious Runoff Depth>5.44"  
 Flow Length=62' Tc=4.4 min CN=97 Runoff=1.77 cfs 0.128 af

**Subcatchment 5S: Fire Lane Interior** Runoff Area=13,597 sf 100.00% Impervious Runoff Depth>5.51"  
 Flow Length=86' Slope=0.0058 '/' Tc=1.7 min CN=98 Runoff=2.06 cfs 0.143 af

**Reach 1R: Wetland Reach** Avg. Flow Depth=0.35' Max Vel=0.69 fps Inflow=4.12 cfs 0.493 af  
 n=0.050 L=130.0' S=0.0038 '/' Capacity=959.13 cfs Outflow=4.10 cfs 0.491 af

**Reach 2R: Wetland Reach SF** Avg. Flow Depth=0.44' Max Vel=0.23 fps Inflow=2.03 cfs 0.272 af  
 n=0.240 L=130.0' S=0.0077 '/' Capacity=282.59 cfs Outflow=1.99 cfs 0.269 af

**Pond 1P: Wetland Culvert** Peak Elev=42.57' Storage=14,461 cf Inflow=13.25 cfs 1.539 af  
 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/' Outflow=6.11 cfs 1.539 af

**Pond 2P: Culverted Crossing** Peak Elev=43.44' Storage=1,302 cf Inflow=5.51 cfs 0.493 af  
 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/' Outflow=4.12 cfs 0.493 af

**Pond 3P: CB1** Peak Elev=45.86' Storage=748 cf Inflow=3.75 cfs 0.272 af  
 Outflow=2.03 cfs 0.272 af

**Pond 4P: CB2** Peak Elev=43.99' Storage=13 cf Inflow=2.06 cfs 0.143 af  
 12.0" Round Culvert n=0.013 L=80.0' S=0.0050 '/' Outflow=2.06 cfs 0.143 af

**Link AP1: Downstream Wetland** Inflow=6.11 cfs 1.539 af  
 Primary=6.11 cfs 1.539 af

**Link AP2: Rear Stream** Inflow=9.37 cfs 1.025 af  
 Primary=9.37 cfs 1.025 af

**Total Runoff Area = 7.621 ac Runoff Volume = 2.568 af Average Runoff Depth = 4.04"**  
**55.89% Pervious = 4.259 ac 44.11% Impervious = 3.362 ac**



**Dunker Expansion DEV**

Type III 24-hr 50-Year Storm Rainfall=7.30"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Field and Wetland** Runoff Area=99,058 sf 39.72% Impervious Runoff Depth>5.10"  
 Flow Length=306' Tc=20.0 min CN=84 Runoff=9.54 cfs 0.967 af

**Subcatchment 2S: Front of Lot** Runoff Area=65,853 sf 15.44% Impervious Runoff Depth>4.88"  
 Flow Length=489' Tc=15.2 min CN=82 Runoff=6.81 cfs 0.615 af

**Subcatchment 3S: Rear of Lot** Runoff Area=141,132 sf 50.75% Impervious Runoff Depth>4.76"  
 Flow Length=680' Tc=25.3 min CN=81 Runoff=11.64 cfs 1.285 af

**Subcatchment 4S: Fire Lane Entrance** Runoff Area=12,332 sf 94.95% Impervious Runoff Depth>6.44"  
 Flow Length=62' Tc=4.4 min CN=97 Runoff=2.09 cfs 0.152 af

**Subcatchment 5S: Fire Lane Interior** Runoff Area=13,597 sf 100.00% Impervious Runoff Depth>6.51"  
 Flow Length=86' Slope=0.0058 '/' Tc=1.7 min CN=98 Runoff=2.42 cfs 0.169 af

**Reach 1R: Wetland Reach** Avg. Flow Depth=0.37' Max Vel=0.71 fps Inflow=4.65 cfs 0.615 af  
 n=0.050 L=130.0' S=0.0038 '/' Capacity=959.13 cfs Outflow=4.63 cfs 0.613 af

**Reach 2R: Wetland Reach SF** Avg. Flow Depth=0.44' Max Vel=0.23 fps Inflow=2.05 cfs 0.321 af  
 n=0.240 L=130.0' S=0.0077 '/' Capacity=282.59 cfs Outflow=2.03 cfs 0.318 af

**Pond 1P: Wetland Culvert** Peak Elev=42.93' Storage=19,596 cf Inflow=15.49 cfs 1.898 af  
 15.0" Round Culvert n=0.025 L=33.0' S=0.0152 '/' Outflow=6.67 cfs 1.898 af

**Pond 2P: Culverted Crossing** Peak Elev=43.90' Storage=2,214 cf Inflow=6.81 cfs 0.615 af  
 15.0" Round Culvert n=0.025 L=90.0' S=0.0056 '/' Outflow=4.65 cfs 0.615 af

**Pond 3P: CB1** Peak Elev=45.95' Storage=1,181 cf Inflow=4.43 cfs 0.321 af  
 Outflow=2.05 cfs 0.321 af

**Pond 4P: CB2** Peak Elev=44.15' Storage=15 cf Inflow=2.42 cfs 0.169 af  
 12.0" Round Culvert n=0.013 L=80.0' S=0.0050 '/' Outflow=2.43 cfs 0.169 af

**Link AP1: Downstream Wetland** Inflow=6.67 cfs 1.898 af  
 Primary=6.67 cfs 1.898 af

**Link AP2: Rear Stream** Inflow=11.64 cfs 1.285 af  
 Primary=11.64 cfs 1.285 af

**Total Runoff Area = 7.621 ac Runoff Volume = 3.188 af Average Runoff Depth = 5.02"**  
**55.89% Pervious = 4.259 ac 44.11% Impervious = 3.362 ac**

**Dunker Expansion DEV**

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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**Summary for Subcatchment 1S: Field and Wetland**

Runoff = 9.54 cfs @ 12.27 hrs, Volume= 0.967 af, Depth&gt; 5.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
39,341	98	Paved parking, HSG A
40,194	80	>75% Grass cover, Good, HSG D
4,530	39	>75% Grass cover, Good, HSG A
14,993	73	Brush, Good, HSG D
99,058	84	Weighted Average
59,717		60.28% Pervious Area
39,341		39.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.1	100	0.0200	0.12		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
5.9	206	0.0070	0.59		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
20.0	306	Total			

**Summary for Subcatchment 2S: Front of Lot**

Runoff = 6.81 cfs @ 12.21 hrs, Volume= 0.615 af, Depth&gt; 4.88"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
32,650	80	>75% Grass cover, Good, HSG D
23,038	77	Woods, Good, HSG D
10,165	98	Paved parking, HSG D
65,853	82	Weighted Average
55,688		84.56% Pervious Area
10,165		15.44% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.5	100	0.0700	0.20		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
2.5	190	0.0316	1.24		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
4.2	199	0.0251	0.79		<b>Shallow Concentrated Flow, Woodland/Wetland</b> Woodland Kv= 5.0 fps
15.2	489	Total			

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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**Summary for Subcatchment 3S: Rear of Lot**

Runoff = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af, Depth&gt; 4.76"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
71,624	98	Paved parking, HSG D
21,989	39	>75% Grass cover, Good, HSG A
42,108	80	>75% Grass cover, Good, HSG D
5,411	30	Woods, Good, HSG A
141,132	81	Weighted Average
69,508		49.25% Pervious Area
71,624		50.75% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.2	100	0.0450	0.16		<b>Sheet Flow,</b> Grass: Dense n= 0.240 P2= 3.30"
8.0	342	0.0103	0.71		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
7.1	238	0.0126	0.56		<b>Shallow Concentrated Flow, Stream</b> Woodland Kv= 5.0 fps
25.3	680	Total			

**Summary for Subcatchment 4S: Fire Lane Entrance**

[49] Hint: Tc&lt;2dt may require smaller dt

Runoff = 2.09 cfs @ 12.06 hrs, Volume= 0.152 af, Depth&gt; 6.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
11,709	98	Paved parking, HSG D
623	80	>75% Grass cover, Good, HSG D
12,332	97	Weighted Average
623		5.05% Pervious Area
11,709		94.95% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	30	0.0167	0.13		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.30"
0.4	32	0.0333	1.36		<b>Sheet Flow,</b> Smooth surfaces n= 0.011 P2= 3.30"
4.4	62	Total			

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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## Summary for Subcatchment 5S: Fire Lane Interior

[49] Hint: Tc<2dt may require smaller dt

Runoff = 2.42 cfs @ 12.03 hrs, Volume= 0.169 af, Depth> 6.51"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 50-Year Storm Rainfall=7.30"

Area (sf)	CN	Description
13,597	98	Paved parking, HSG D
13,597		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.7	86	0.0058	0.83		<b>Sheet Flow,</b> Smooth surfaces n= 0.011 P2= 3.30"

## Summary for Reach 1R: Wetland Reach

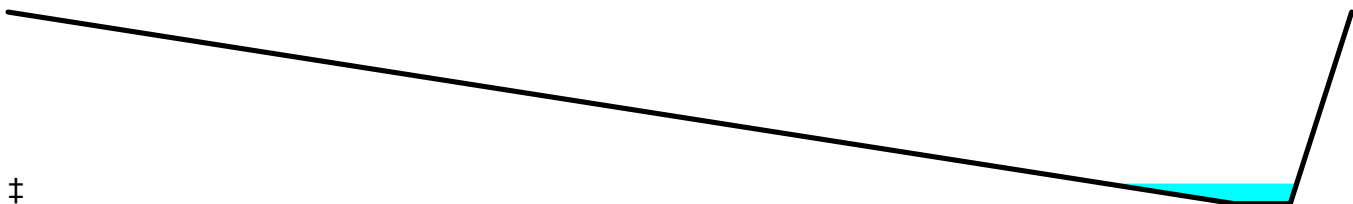
[79] Warning: Submerged Pond 2P Primary device # 1 OUTLET by 0.37'

Inflow Area = 1.512 ac, 15.44% Impervious, Inflow Depth > 4.88" for 50-Year Storm event  
Inflow = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af  
Outflow = 4.63 cfs @ 12.47 hrs, Volume= 0.613 af, Atten= 0%, Lag= 5.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 0.71 fps, Min. Travel Time= 3.1 min  
Avg. Velocity = 0.32 fps, Avg. Travel Time= 6.8 min

Peak Storage= 850 cf @ 12.42 hrs  
Average Depth at Peak Storage= 0.37'  
Bank-Full Depth= 3.50' Flow Area= 349.6 sf, Capacity= 959.13 cfs

8.00' x 3.50' deep channel, n= 0.050 Scattered brush, heavy weeds  
Side Slope Z-value= 50.0 2.5 '/' Top Width= 191.75'  
Length= 130.0' Slope= 0.0038 '/'  
Inlet Invert= 40.50', Outlet Invert= 40.00'



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## Summary for Reach 2R: Wetland Reach SF

[82] Warning: Early inflow requires earlier time span

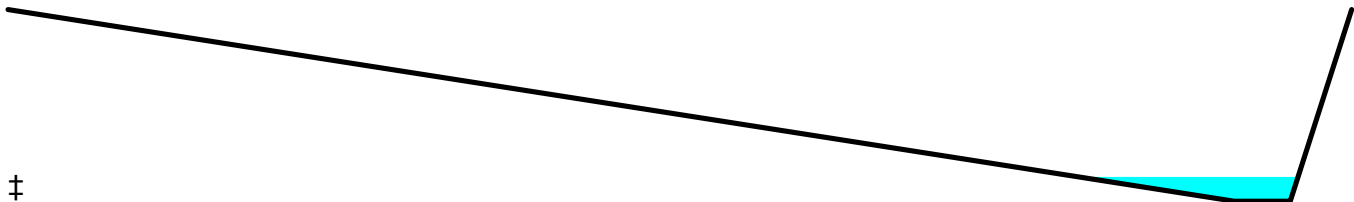
[79] Warning: Submerged Pond 3P Primary device # 1 by 0.44'

Inflow Area = 0.595 ac, 97.60% Impervious, Inflow Depth > 6.48" for 50-Year Storm event  
 Inflow = 2.05 cfs @ 12.19 hrs, Volume= 0.321 af  
 Outflow = 2.03 cfs @ 12.56 hrs, Volume= 0.318 af, Atten= 1%, Lag= 22.6 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Max. Velocity= 0.23 fps, Min. Travel Time= 9.4 min  
 Avg. Velocity = 0.11 fps, Avg. Travel Time= 18.9 min

Peak Storage= 1,138 cf @ 12.41 hrs  
 Average Depth at Peak Storage= 0.44'  
 Bank-Full Depth= 3.50' Flow Area= 349.6 sf, Capacity= 282.59 cfs

8.00' x 3.50' deep channel, n= 0.240 Sheet flow over Dense Grass  
 Side Slope Z-value= 50.0 2.5 ' Top Width= 191.75'  
 Length= 130.0' Slope= 0.0077 '  
 Inlet Invert= 41.00', Outlet Invert= 40.00'



## Summary for Pond 1P: Wetland Culvert

[44] Hint: Outlet device #1 is below defined storage

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=22)

[63] Warning: Exceeded Reach 1R INLET depth by 2.21' @ 12.90 hrs

[63] Warning: Exceeded Reach 2R INLET depth by 1.68' @ 12.90 hrs

Inflow Area = 4.381 ac, 39.20% Impervious, Inflow Depth > 5.20" for 50-Year Storm event  
 Inflow = 15.49 cfs @ 12.30 hrs, Volume= 1.898 af  
 Outflow = 6.67 cfs @ 12.84 hrs, Volume= 1.898 af, Atten= 57%, Lag= 32.4 min  
 Primary = 6.67 cfs @ 12.84 hrs, Volume= 1.898 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 42.93' @ 12.84 hrs Surf.Area= 14,856 sf Storage= 19,596 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)

Center-of-Mass det. time= 19.6 min ( 795.6 - 775.9 )

Volume	Invert	Avail.Storage	Storage Description
#1	41.00'	44,602 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

**Dunker Expansion DEV**

Type III 24-hr 50-Year Storm Rainfall=7.30"

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Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
41.00	161	0	0
42.00	13,092	6,627	6,627
43.00	14,993	14,043	20,669
44.00	32,873	23,933	44,602

Device	Routing	Invert	Outlet Devices
#1	Primary	40.00'	<b>15.0" Round Culvert</b> L= 33.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 40.00' / 39.50' S= 0.0152 '/ Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 1.23 sf

**Primary OutFlow** Max=6.67 cfs @ 12.84 hrs HW=42.93' (Free Discharge)  
 ↑**1=Culvert** (Barrel Controls 6.67 cfs @ 5.44 fps)

**Summary for Pond 2P: Culverted Crossing**

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=3)

Inflow Area = 1.512 ac, 15.44% Impervious, Inflow Depth > 4.88" for 50-Year Storm event  
 Inflow = 6.81 cfs @ 12.21 hrs, Volume= 0.615 af  
 Outflow = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af, Atten= 32%, Lag= 10.5 min  
 Primary = 4.65 cfs @ 12.38 hrs, Volume= 0.615 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 43.90' @ 12.38 hrs Surf.Area= 2,259 sf Storage= 2,214 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 2.5 min ( 779.8 - 777.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	41.00'	16,686 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
41.00	15	0	0
42.00	40	28	28
44.00	2,373	2,413	2,441
45.00	6,330	4,352	6,792
46.00	13,457	9,894	16,686

Device	Routing	Invert	Outlet Devices
#1	Primary	41.00'	<b>15.0" Round Culvert</b> L= 90.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 41.00' / 40.50' S= 0.0056 '/ Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 1.23 sf

**Primary OutFlow** Max=4.64 cfs @ 12.38 hrs HW=43.90' (Free Discharge)  
 ↑**1=Culvert** (Barrel Controls 4.64 cfs @ 3.78 fps)

# Dunker Expansion DEV

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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## Summary for Pond 3P: CB1

[82] Warning: Early inflow requires earlier time span

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=7)

[81] Warning: Exceeded Pond 4P by 2.43' @ 12.40 hrs

Inflow Area = 0.595 ac, 97.60% Impervious, Inflow Depth > 6.48" for 50-Year Storm event  
 Inflow = 4.43 cfs @ 12.04 hrs, Volume= 0.321 af  
 Outflow = 2.05 cfs @ 12.19 hrs, Volume= 0.321 af, Atten= 54%, Lag= 8.6 min  
 Primary = 2.05 cfs @ 12.19 hrs, Volume= 0.321 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 45.95' @ 12.19 hrs Surf.Area= 5,039 sf Storage= 1,181 cf

Plug-Flow detention time= 2.3 min calculated for 0.320 af (100% of inflow)  
 Center-of-Mass det. time= 2.1 min ( 734.3 - 732.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	42.50'	1,435 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
42.50	13	0	0
45.50	13	39	39
46.00	5,571	1,396	1,435

Device	Routing	Invert	Outlet Devices
#1	Primary	41.00'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600
#2	Device 1	42.50'	<b>12.0" Round Culvert</b> L= 165.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 42.50' / 41.01' S= 0.0090 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

**Primary OutFlow** Max=2.05 cfs @ 12.19 hrs HW=45.95' (Free Discharge)

↑1=Orifice/Grate (Orifice Controls 2.05 cfs @ 10.44 fps)

↑2=Culvert (Passes 2.05 cfs of 4.70 cfs potential flow)

## Summary for Pond 4P: CB2

[82] Warning: Early inflow requires earlier time span

[88] Warning: Qout>Qin may require smaller dt or Finer Routing

Inflow Area = 0.312 ac, 100.00% Impervious, Inflow Depth > 6.51" for 50-Year Storm event  
 Inflow = 2.42 cfs @ 12.03 hrs, Volume= 0.169 af  
 Outflow = 2.43 cfs @ 12.03 hrs, Volume= 0.169 af, Atten= 0%, Lag= 0.1 min  
 Primary = 2.43 cfs @ 12.03 hrs, Volume= 0.169 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 44.15' @ 12.03 hrs Surf.Area= 13 sf Storage= 15 cf

Plug-Flow detention time= 0.4 min calculated for 0.169 af (100% of inflow)

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Type III 24-hr 50-Year Storm Rainfall=7.30"

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Center-of-Mass det. time= 0.2 min ( 730.4 - 730.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	43.00'	708 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
43.00	13	0	0
46.00	13	39	39
46.50	2,662	669	708

Device	Routing	Invert	Outlet Devices
#1	Primary	43.00'	<b>12.0" Round Culvert</b> L= 80.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 43.00' / 42.60' S= 0.0050 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

**Primary OutFlow** Max=2.32 cfs @ 12.03 hrs HW=44.11' (Free Discharge)↑**1=Culvert** (Inlet Controls 2.32 cfs @ 2.96 fps)**Summary for Link AP1: Downstream Wetland**

Inflow Area = 4.381 ac, 39.20% Impervious, Inflow Depth > 5.20" for 50-Year Storm event  
 Inflow = 6.67 cfs @ 12.84 hrs, Volume= 1.898 af  
 Primary = 6.67 cfs @ 12.84 hrs, Volume= 1.898 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

**Summary for Link AP2: Rear Stream**

Inflow Area = 3.240 ac, 50.75% Impervious, Inflow Depth > 4.76" for 50-Year Storm event  
 Inflow = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af  
 Primary = 11.64 cfs @ 12.34 hrs, Volume= 1.285 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs



## **BMP CALCULATIONS**

**Passamaquoddy Yard - Existing Condition Peak Flows**

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	4.42	5.37	6.14	6.71
AP2	3.56	6.70	9.37	11.64

Rainfall Event Totals (in.)	
2-Year	3.30
10-Year	4.90
25-Year	6.20
50-Year	7.30

**Passamaquoddy Yard - Developed Condition Peak Flows**

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	4.42	5.34	6.11	6.67
AP2	3.56	6.70	9.37	11.64

**Passamaquoddy Yard - Change in Peak Flows**

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	0.00	-0.03	-0.03	-0.04
AP2	0.00	0.00	0.00	0.00

# **OPERATION AND MAINTENANCE PROGRAM**



# ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

## **BLACKHAWK HOLDINGS EXPANSION 276 HAROLD DOW HIGHWAY ELIOT, MAINE 03903**

### **OPERATION AND MAINTENANCE PLAN STORMWATER MANAGEMENT BMP's**

This project contains specific Best Management Practices (BMP's) for the conveyance, storage, and treatment of stormwater and the prevention of erosion. These BMP's consist of swales, catch basins, culverts and buffers. All components should be inspected quarterly, and after every significant rain event of 1" in any 24-hour period.

The party responsible for implementing this Operation and Maintenance (O&M) Plan shall be the property owner, to be Stephen Dunker after project approval.

Inspections associated with this O&M plan shall be conducted by individuals with knowledge of erosion and sedimentation control.

#### **Swales**

All swales should be inspected for accumulation of debris, which could adversely affect the function of this BMP. These areas should be cleaned annually and maintained to have gradual slopes, which prevent channeling of stormwater and erosion of the bottom and sides of the swales.

#### **Culverts**

Culvert inlets and outlets should be inspected for debris, which could clog the BMP. Additionally, the placement of riprap should be inspected to ensure that all areas remain smooth and no areas exhibit erosion in the form of rills or gullies.

#### **Catch Basins**

Detention ponds shall be inspected to ensure that there is no channeling of stormwater and that no debris accumulates within the detention areas. The vegetative cover conditions shall be maintained. The inlets and outlets shall be inspected for erosion and any evidence of debris that could clog the outlet structures and culverts. Emergency spillways and level spreaders shall be inspected for any evidence of rilling and channeling and shall be maintained to promote a level, sheet-flow discharge. Pond embankments and side slopes shall be inspected for erosion, destabilization of side slopes and evidence of embankment settling; corrective action shall be taken immediately to correct such issues. The height of grass shall be maintained at a maximum of 12"; mowing shall be limited to no more than two times during the growing season.

#### **Snow Removal**

Snow shall be stockpiled only in the approved snow storage areas. Plowing of snow into wetland areas or detention ponds shall be avoided. Additionally, a mostly sand mix (reduced salt) shall be applied during winter months to prevent excessive salt from leaching into wetland areas. Excess sand shall be removed from the storage areas, all paved surfaces and adjacent areas each spring.

**Seeding, Fertilizing and Mulching**

All exposed soil materials and stockpiles must be either temporarily or permanently seeded, fertilized and mulched in accordance with plan specifications. This is one of the most important features of the Erosion Control Plan, which will provide both temporary and permanent stabilization. Eroded or damaged lawn areas must be repaired until a 75% effective growth of vegetation is established and permanently maintained.

**Record Keeping**

Routine maintenance and inspections will be accomplished by the future property owner [Stephen Dunker, 276 Harold L. Dow Highway, Eliot, ME 03903], or third party contracted by the property owner. All inspections accomplished in accordance with this program shall be documented on the attached Inspection & Maintenance Log. Copies of the Log shall be kept by the property owner or condominium association and be made available to the Town of Eliot, upon request. All records associated with this O&M plan shall be retained for a minimum of 5 years.

Prepared by: Kenneth A. Wood, P.E.



- NOTES:**
- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
  - 2) OWNER OF RECORD:  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY  
 ELIOT, ME 03903  
 17973/921
  - 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B. EFFECTIVE DATE JUNE 5, 1989.
  - 4) EXISTING LOT AREA:  
 2,140,126 S.F.  
 49.1305 ACRES
  - 5) PARCEL IS LOCATED IN COMMERCIAL/INDUSTRIAL DISTRICT & PARTIALLY IN THE STREAM AND WETLANDS PROTECTION DISTRICT.
  - 6) DIMENSIONAL REQUIREMENTS:  
 MIN. LOT AREA: 3 ACRES  
 FRONTAGE: 300 FEET  
 SETBACKS: FRONT 30 FEET  
 SIDE 20 FEET  
 REAR 20 FEET  
 MAXIMUM STRUCTURE HEIGHT: 35 FEET  
 MAXIMUM LOT COVERAGE: 50%
  - 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE RESULTS OF A BOUNDARY SURVEY OF ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT.
  - 8) PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF A LEASE BY AND BETWEEN CASELLA T.I.R.E.S., INC. AND SPRINT SPECTRUM LP OF A PCS SITE AGREEMENT RECORDED AT YCRD 11290/92 AND AN EASEMENT FOR A CELL TOWER AND ACCESS (AND GUY OR UTILITY AREAS) RECORDED AT 14856/86.
  - 9) PARCEL IS SUBJECT TO AN ENVIRONMENTAL COVENANT WITH THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A VOLUNTARY RESPONSE ACTION PROGRAM. (SEE YCRD 15377/845)
  - 10) PARCEL IS SUBJECT TO THE PERMITTED ENCUMBRANCES AS ENUMERATED IN YCRD 14534/625.
  - 11) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').

**BLACK HAWK HOLDINGS  
 TAX MAP 37 LOT 9  
 276 HAROLD L. DOW HIGHWAY, ELIOT, ME.**

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	3/17/20
0	ISSUED FOR COMMENT	12/31/19

REVISIONS

NO.	DESCRIPTION	DATE

SCALE: 1" = 100' NOVEMBER 2019

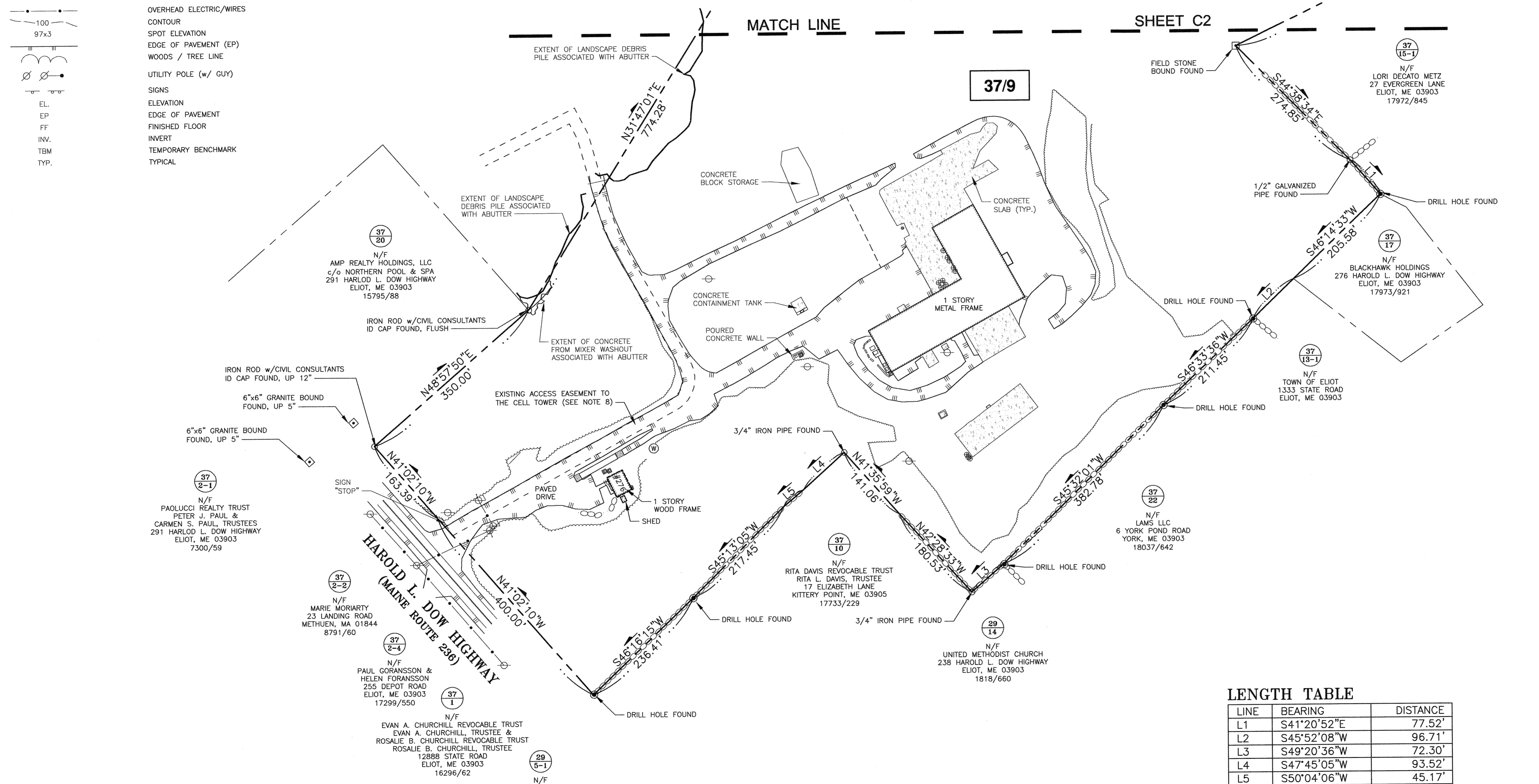
**BOUNDARY PLAN** **C1**

**PLAN REFERENCES:**

- 1) ALTA/ASCM LAND TITLE SURVEY FOR RUBBER RECOVERY TECHNOLOGIES, ROUTE 236 ELIOT, MAINE. PREPARED BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED MARCH 12, 2001. NOT RECORDED.
- 2) SUBDIVISION PLAN, TAX MAP 37 - LOTS 6, 9 & 14. RECORD OWNERS: ELIOT RECYCLING SERVICES, LLC, 276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE 03903, PROPERTY LOCATED AT: HAROLD L. DOW HIGHWAY, TOWN OF ELIOT, COUNTY OF YORK, STATE OF MAINE. PREPARED BY AMBIT ENGINEERING, INC. DATED SEPTEMBER 2010, FINAL REVISION DATE DECEMBER 7, 2010. Y.C.R.D. PLAN BOOK 348 PAGE 9.
- 3) SKETCH TO ACCOMPANY DEED FOR PROPOSED OUTSALE LAND OF ELIOT RECYCLING SERVICES, LLC TAX MAP 37, LOT 6 AND 9 ROUTE 236, ELIOT, YORK COUNTY, MAINE, PREPARED FOR: PETER PAUL, P.O. BOX 694, ELIOT, ME 03903, SCALE 1" = 100', DATED 12/3/09, PREPARED BY CIVIL CONSULTANTS, Y.C.R.D. PLAN BOOK 341 PAGE 20.

**LEGEND:**

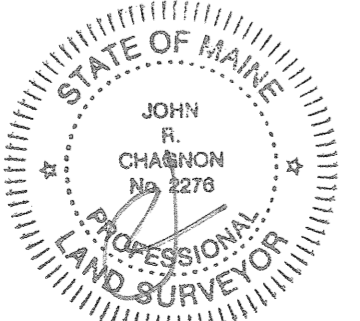
- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- YCRD YORK COUNTY REGISTRY OF DEEDS
- MAP 11 / LOT 21
- RAILROAD SPIKE FOUND
- IRON ROD/IRON PIPE FOUND
- IRON PIPE FOUND
- STONE/CONCRETE BOUND FOUND
- RAILROAD SPIKE SET
- IRON ROD SET
- DRILL HOLE SET
- GRANITE BOUND SET
- BOUNDARY
- BUILDING SETBACK
- OVERHEAD ELECTRIC/WIRES
- CONTOUR
- SPOT ELEVATION
- EDGE OF PAVEMENT (EP)
- WOODS / TREE LINE
- UTILITY POLE (w/ GUY)
- SIGNS
- ELEVATION
- EP EDGE OF PAVEMENT
- FF FINISHED FLOOR
- INV. INVERT
- TBM TEMPORARY BENCHMARK
- TYP. TYPICAL



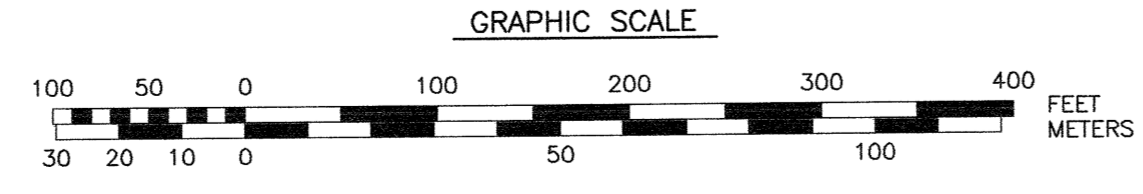
**LENGTH TABLE**

LINE	BEARING	DISTANCE
L1	S41°20'52"E	77.52'
L2	S45°52'08"W	96.71'
L3	S49°20'36"W	72.30'
L4	S47°45'05"W	93.52'
L5	S50°04'06"W	45.17'

PURSUANT TO CHAPTER 90 PARTS 1 AND 2 OF THE SURVEY STANDARDS OF PRACTICE AS ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, THE FOLLOWING EXCEPTIONS TO PART 2 ARE NOTED:  
 A) NO SURVEY REPORT HAS BEEN PREPARED.  
 B) NO LAND DESCRIPTION HAS BEEN PREPARED.  
 C) MONUMENTS HAVE NOT BEEN SET.  
 THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CHAPTER 90 STANDARDS OF PRACTICE, EFFECTIVE DATE APRIL 1, 2001 EXCEPT AS NOTED ON THIS PLAN.



JOHN R. CHAGNON, PLS #2278  
 DATE 3-17-20



**LEGEND:**

- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- YCRD YORK COUNTY REGISTRY OF DEEDS
- MAP 11 / LOT 21
- RAILROAD SPIKE FOUND
- IRON ROD/IRON PIPE FOUND
- IRON PIPE FOUND
- STONE/CONCRETE BOUND FOUND
- RAILROAD SPIKE SET
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- GRANITE BOUND SET
- BOUNDARY
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- SIGNS
- ELEVATION
- EP EDGE OF PAVEMENT
- FF FINISHED FLOOR
- INV. INVERT
- TBM TEMPORARY BENCHMARK
- TYP. TYPICAL

**PLAN REFERENCES:**

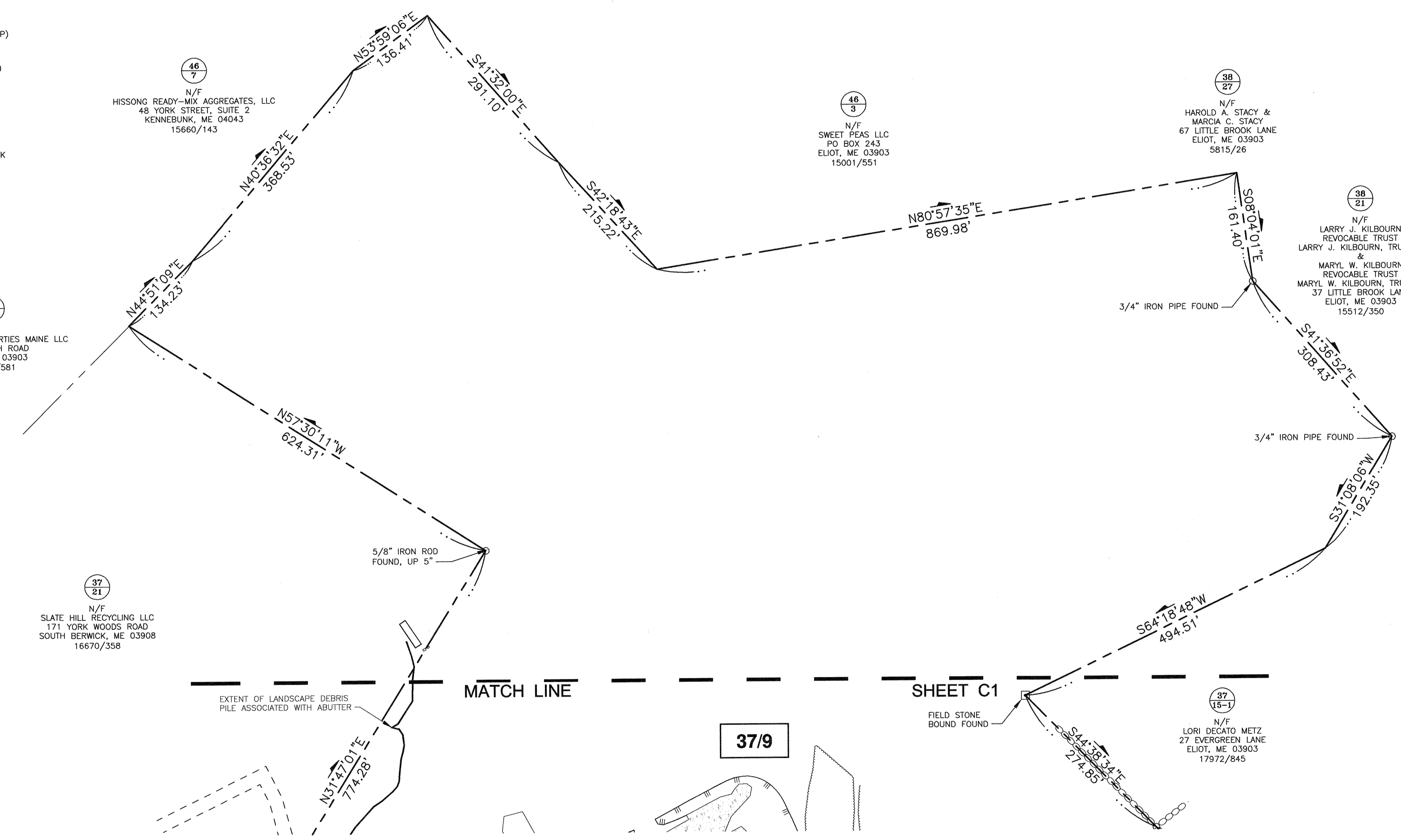
- 1) ALTA/ASCM LAND TITLE SURVEY FOR RUBBER RECOVERY TECHNOLOGIES, ROUTE 236 ELIOT, MAINE. PREPARED BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED MARCH 12, 2001. NOT RECORDED.
- 2) SUBDIVISION PLAN, TAX MAP 37 - LOTS 6, 9 & 14, RECORD OWNERS: ELIOT RECYCLING SERVICES, LLC, 276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE 03903, PROPERTY LOCATED AT: HAROLD L. DOW HIGHWAY, TOWN OF ELIOT, COUNTY OF YORK, STATE OF MAINE. PREPARED BY AMBIT ENGINEERING, INC. DATED SEPTEMBER 2010, FINAL REVISION DATE DECEMBER 7, 2010. Y.C.R.D. PLAN BOOK 348 PAGE 9.
- 3) SKETCH TO ACCOMPANY DEED FOR PROPOSED OUTSALE LAND OF ELIOT RECYCLING SERVICES, LLC TAX MAP 37, LOT 6 AND 9 ROUTE 236, ELIOT, YORK COUNTY, MAINE, PREPARED FOR: PETER PAUL, P.O.BOX 694, ELIOT, ME 03903, SCALE 1" = 100', DATED 12/3/09, PREPARED BY CIVIL CONSULTANTS, Y.C.R.D. PLAN BOOK 341 PAGE 20.



**AMBIT ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 200 Griffin Road - Unit 3  
 Portsmouth, N.H. 03801-7114  
 Tel (603) 430-9282  
 Fax (603) 436-2315

**NOTES:**

- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
- 2) OWNER OF RECORD:  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY  
 ELIOT, ME 03903  
 17973/921
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B. EFFECTIVE DATE JUNE 5, 1989.
- 4) EXISTING LOT AREA:  
 2,140,126 S.F.  
 49.1305 ACRES
- 5) PARCEL IS LOCATED IN COMMERCIAL/INDUSTRIAL DISTRICT & PARTIALLY IN THE STREAM AND WETLANDS PROTECTION DISTRICT.
- 6) DIMENSIONAL REQUIREMENTS:  
 MIN. LOT AREA: 3 ACRES  
 FRONTAGE: 300 FEET  
 SETBACKS: FRONT 30 FEET  
 SIDE 20 FEET  
 REAR 20 FEET  
 MAXIMUM STRUCTURE HEIGHT: 35 FEET  
 MAXIMUM LOT COVERAGE: 50%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE RESULTS OF A BOUNDARY SURVEY OF ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT.
- 8) PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF A LEASE BY AND BETWEEN CASSELLA T.I.R.E.S., INC. AND SPRINT SPECTRUM LP OF A PCS SITE AGREEMENT RECORDED AT YCRD 11290/92 AND AN EASEMENT FOR A CELL TOWER AND ACCESS (AND GUY OR UTILITY) AREAS) RECORDED AT 14856/86.
- 9) PARCEL IS SUBJECT TO AN ENVIRONMENTAL COVENANT WITH THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A VOLUNTARY RESPONSE ACTION PROGRAM. (SEE YCRD 15377/845)
- 10) PARCEL IS SUBJECT TO THE PERMITTED ENCUMBRANCES AS ENUMERATED IN YCRD 14534/625.
- 11) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').



**BLACK HAWK HOLDINGS**  
**TAX MAP 37 LOT 9**  
**276 HAROLD L. DOW HIGHWAY, ELIOT, ME.**

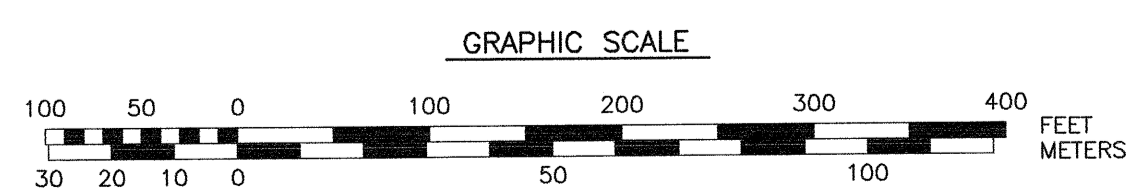
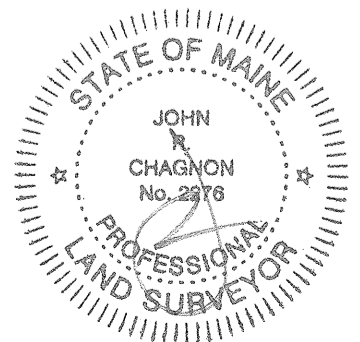
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	3/17/20
0	ISSUED FOR COMMENT	12/31/19

REVISIONS		
NO.	DESCRIPTION	DATE

SCALE: 1" = 100' NOVEMBER 2019

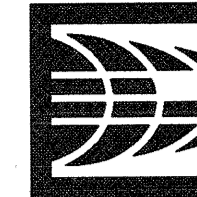
**BOUNDARY PLAN** **C2**

PURSUANT TO CHAPTER 90 PARTS 1 AND 2 OF THE SURVEY STANDARDS OF PRACTICE AS ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, THE FOLLOWING EXCEPTIONS TO PART 2 ARE NOTED:  
 A) NO SURVEY REPORT HAS BEEN PREPARED.  
 B) NO LAND DESCRIPTION HAS BEEN PREPARED.  
 C) MONUMENTS HAVE NOT BEEN SET.  
 THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CHAPTER 90 STANDARDS OF PRACTICE, EFFECTIVE DATE APRIL 1, 2001 EXCEPT AS NOTED ON THIS PLAN.



*[Signature]*  
 JOHN R. CHAGNON, PLS #2276  
 3-17-20  
 DATE





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Portsmouth, N.H. 03801-7114  
Tel (603) 430-9282  
Fax (603) 436-2315

**NOTES:**

- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
- 2) OWNER OF RECORD:  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
17973/921
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B. EFFECTIVE DATE JUNE 5, 1989.
- 4) THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS ON ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT.
- 5) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').
- 6) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.
- 7) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
- 8) TOPOGRAPHIC INFORMATION SHOWN IS DERIVED FROM ONSITE MEASUREMENTS AND LIDAR FROM THE MAINE OFFICE OF GIS.

**BLACK HAWK HOLDINGS**  
TAX MAP 37 LOT 9  
276 HAROLD L. DOW HIGHWAY, ELIOT, ME.

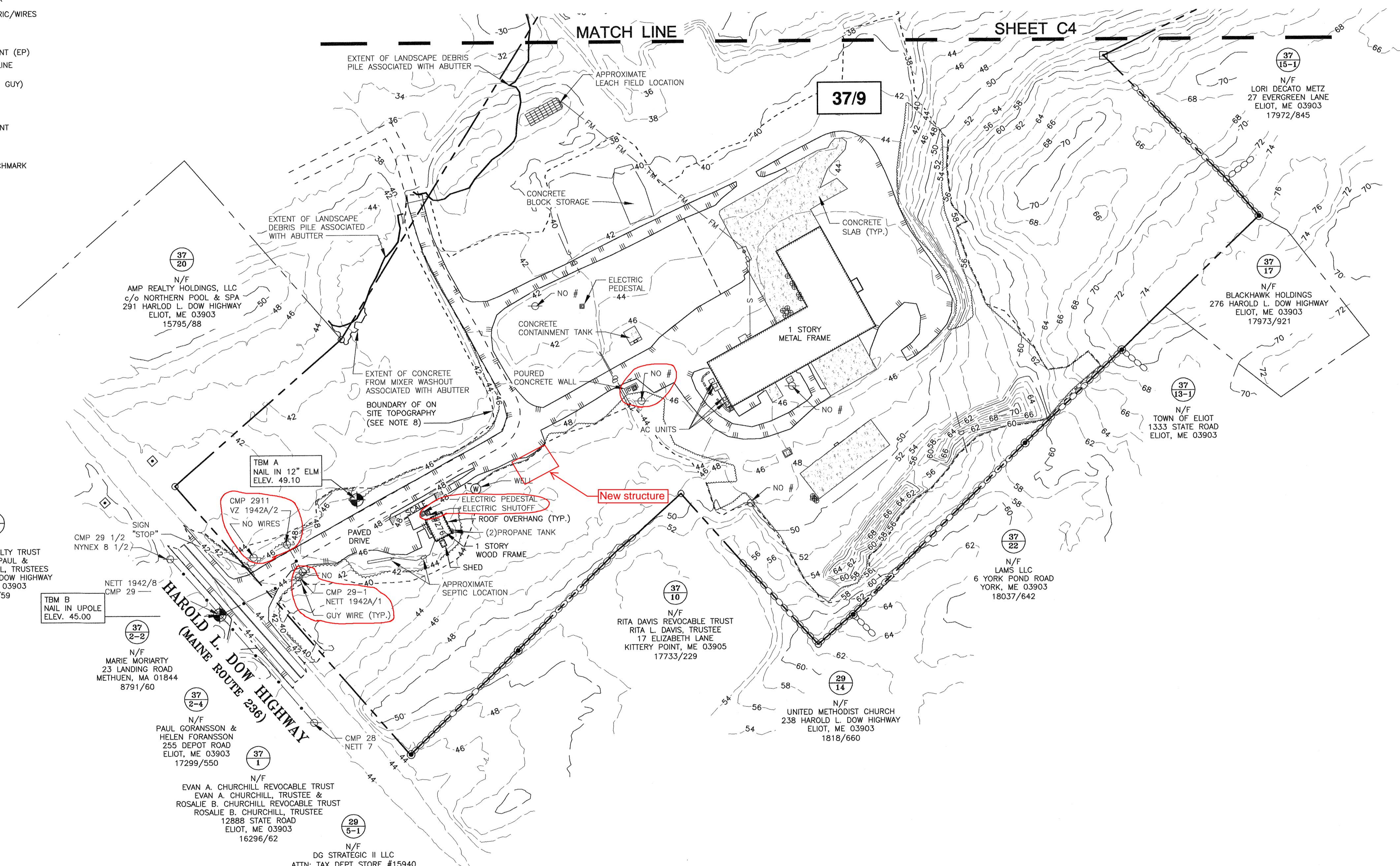
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	3/17/20
0	ISSUED FOR COMMENT	12/31/19
REVISIONS		

SCALE: 1" = 100' NOVEMBER 2019

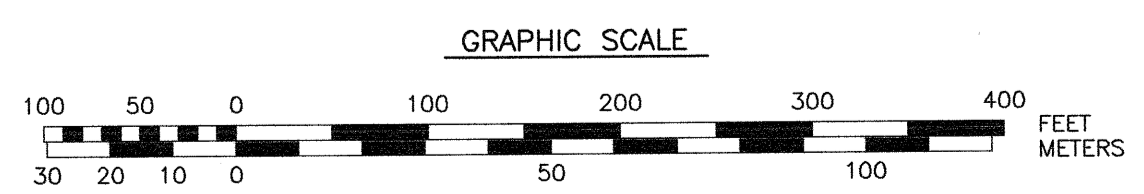
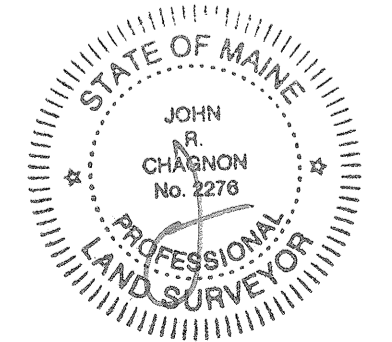
EXISTING CONDITIONS PLAN **C3**

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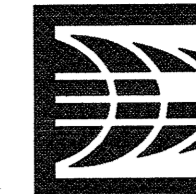
- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- YCRD YORK COUNTY REGISTRY OF DEEDS
- MAP 11 / LOT 21
- RAILROAD SPIKE FOUND
- IRON ROD/IRON PIPE FOUND
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- EP EDGE OF PAVEMENT
- FF FINISHED FLOOR
- INV. INVERT
- TBM TEMPORARY BENCHMARK
- TYP. TYPICAL



PURSUANT TO CHAPTER 90 PARTS 1 AND 2 OF THE SURVEY STANDARDS OF PRACTICE AS ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, THE FOLLOWING EXCEPTIONS TO PART 2 ARE NOTED:  
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*[Signature]*  
JOHN R. CHAGNON, PLS #2276  
DATE 3-17-20



# AMBIT ENGINEERING, INC.

Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3  
Portsmouth, N.H. 03801-7114  
Tel (603) 430-9282  
Fax (603) 436-2315

## NOTES:

- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
- 2) OWNER OF RECORD:  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
17973/921
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B. EFFECTIVE DATE JUNE 5, 1989.
- 4) THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS ON ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT.
- 5) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').
- 6) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.
- 7) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
- 8) TOPOGRAPHIC INFORMATION SHOWN IS DERIVED FROM ONSITE MEASUREMENTS AND LIDAR FROM THE MAINE OFFICE OF GIS.

## BLACK HAWK HOLDINGS TAX MAP 37 LOT 9 276 HAROLD L. DOW HIGHWAY, ELIOT, ME.

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	3/17/20
0	ISSUED FOR COMMENT	12/31/19

### REVISIONS

NO.	DESCRIPTION	DATE

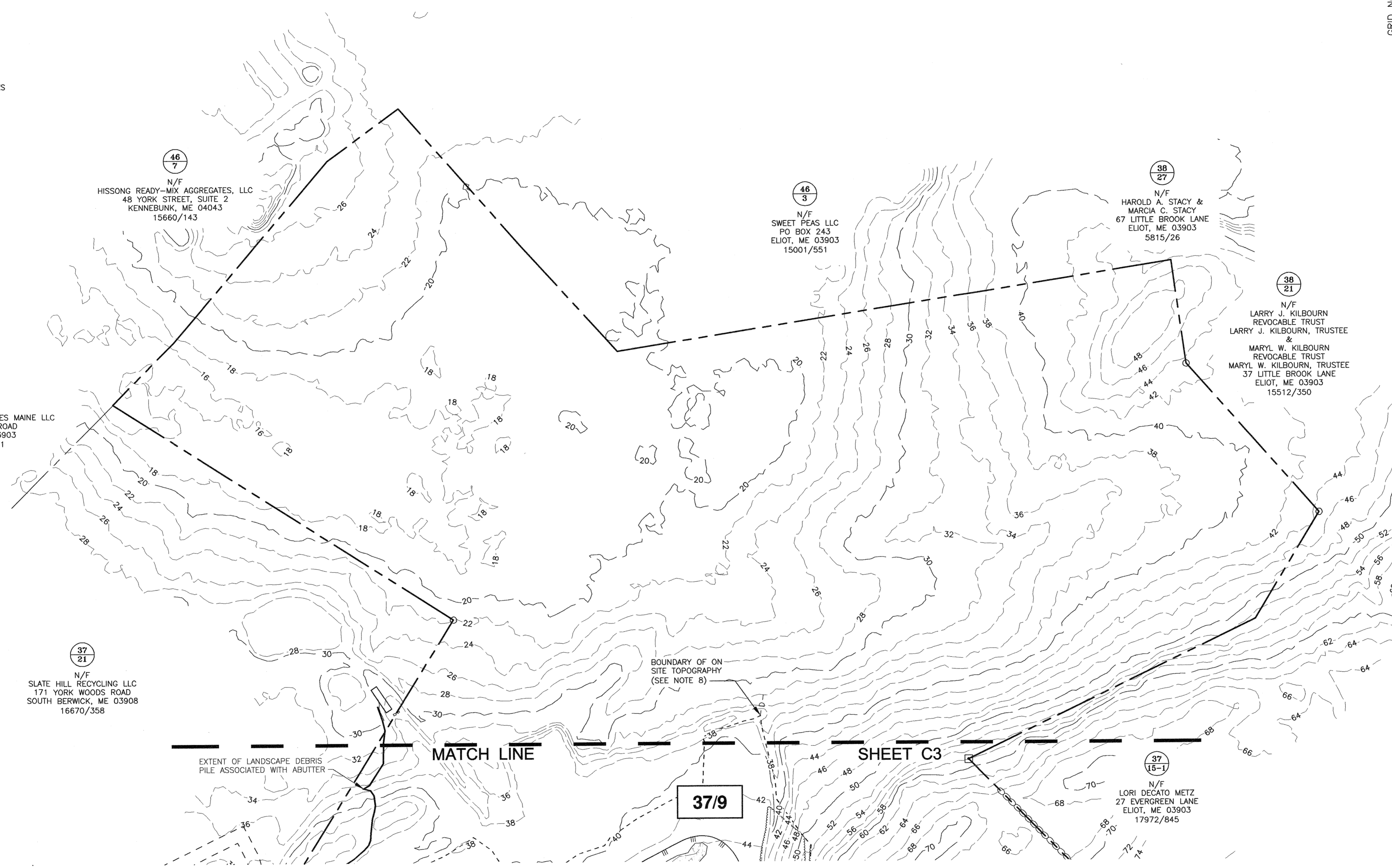
SCALE: 1" = 100' NOVEMBER 2019

## EXISTING CONDITIONS PLAN

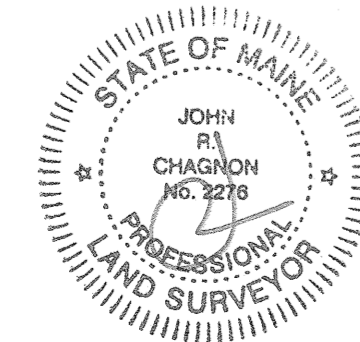
# C4

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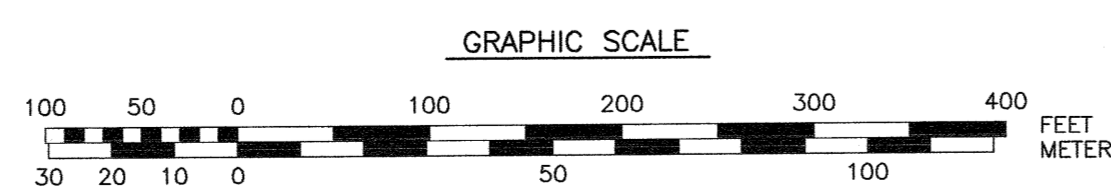
- |      |                               |
|------|-------------------------------|
| N/F  | NOW OR FORMERLY               |
| RP   | RECORD OF PROBATE             |
| YCRD | YORK COUNTY REGISTRY OF DEEDS |
|      | MAP 11 / LOT 21               |
|      | RAILROAD SPIKE FOUND          |
|      | IRON ROD/IRON PIPE FOUND      |
|      | IRON PIPE FOUND               |
|      | STONE/CONCRETE BOUND FOUND    |
|      | RAILROAD SPIKE SET            |
|      | IRON ROD SET                  |
|      | DRILL HOLE SET                |
|      | GRANITE BOUND SET             |
|      | BOUNDARY                      |
|      | BUILDING SETBACK              |
|      | OVERHEAD ELECTRIC/WIRES       |
|      | CONTOUR                       |
|      | SPOT ELEVATION                |
|      | EDGE OF PAVEMENT (EP)         |
|      | WOODS / TREE LINE             |
|      | UTILITY POLE (w/ GUY)         |
|      | SIGNS                         |
|      | ELEVATION                     |
|      | EDGE OF PAVEMENT              |
|      | FINISHED FLOOR                |
|      | INVERT                        |
|      | TEMPORARY BENCHMARK           |
|      | TYPICAL                       |



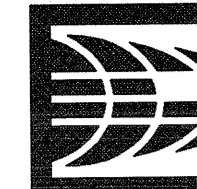
PURSUANT TO CHAPTER 90 PARTS 1 AND 2 OF THE SURVEY STANDARDS OF PRACTICE AS ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, THE FOLLOWING EXCEPTIONS TO PART 2 ARE NOTED:  
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JOHN R. CHAGNON, PLS #2276  
 DATE 3-17-20



ME SFC  
 NAD82(2011)  
 GRID NORTH  
 WEST ZONE



**AMBIT ENGINEERING, INC.**

Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3  
Portsmouth, N.H. 03801-7114  
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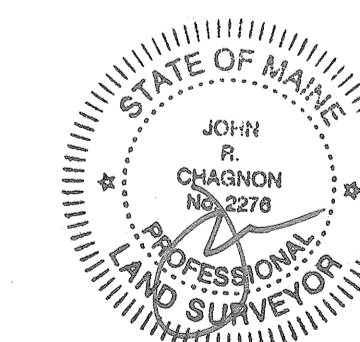
**NOTES:**

- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
- 2) OWNER OF RECORD:  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
17973/921
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B, EFFECTIVE DATE JUNE 5, 1989.
- 4) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF ON SITE WETLANDS (PARTIAL LOCATION) ON ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT. WETLAND BOUNDARIES DEPICTED ON THIS PLAN WERE FIELD DELINEATED TO SHOW WETLANDS AND ANY APPLICABLE SETBACKS TOWARD THE EXISTING DEVELOPMENT ON THE PROPERTY. THIS PLAN DOES NOT REPRESENT A DELINEATION OF THE ENTIRE PARCEL AND THEREFORE SHOULD NOT BE USED AS SUCH.
- 5) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').
- 6) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.
- 7) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
- 8) TOPOGRAPHIC INFORMATION SHOWN IS DERIVED FROM ONSITE MEASUREMENTS AND LIDAR FROM THE MAINE OFFICE OF GIS.
- 9) THE DEVELOPED PORTION OF THIS SITE IS HIGHLY DISTURBED. THIS DELINEATION REPRESENTS PRESENT CONDITIONS.
- 10) SEE ELIOT CODES CHAPTER 44 - SHORELAND ZONING FOR INFORMATION ON WETLAND SETBACKS.

**BLACK HAWK HOLDINGS**  
**TAX MAP 37 LOT 9**  
**276 HAROLD L. DOW HIGHWAY, ELIOT, ME.**

1	WETLAND CLASSIFICATION	5/8/20
0	ISSUED FOR COMMENT	5/3/20

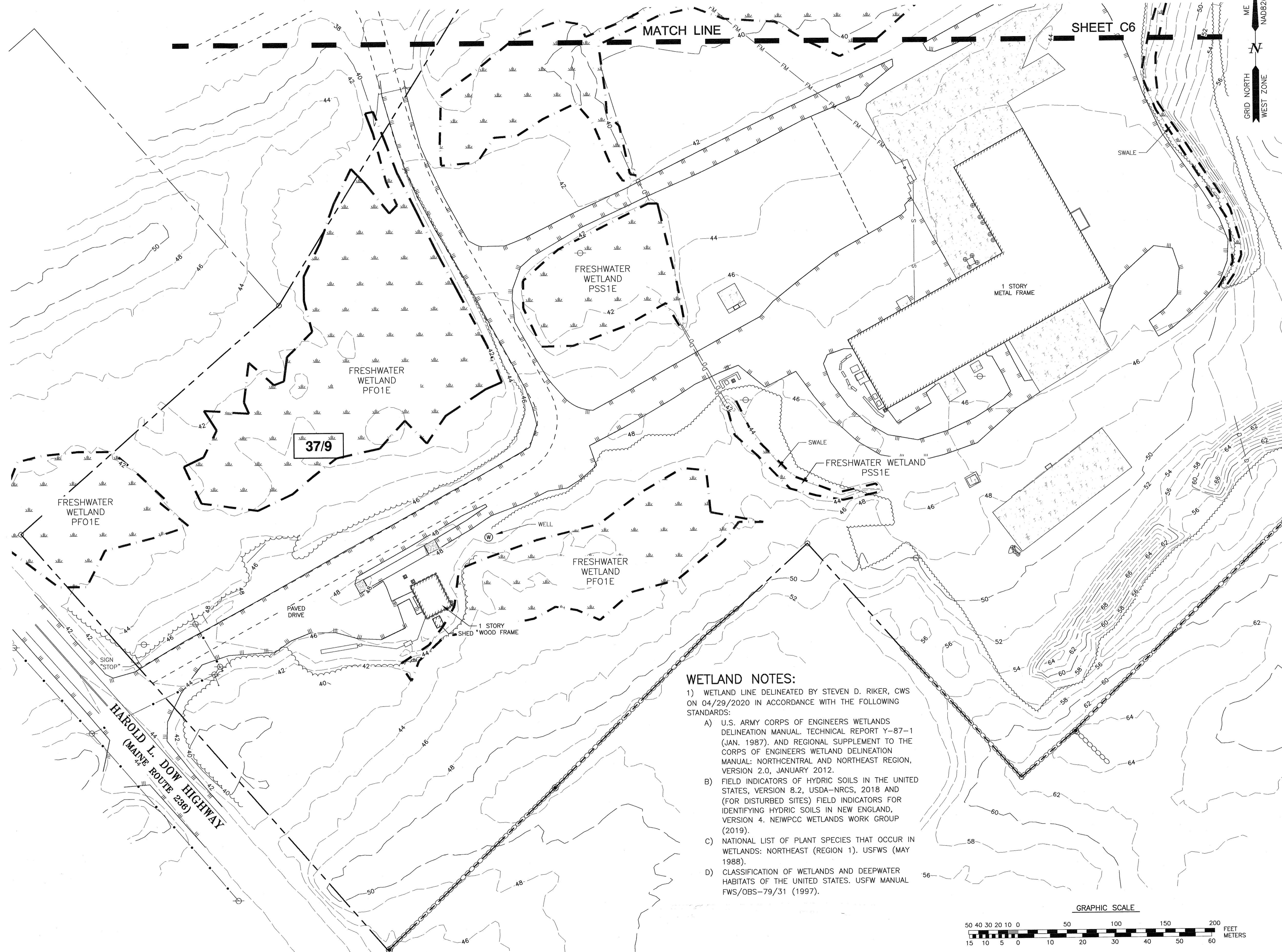
NO.	DESCRIPTION	DATE
REVISIONS		



SCALE: 1" = 50' NOVEMBER 2019

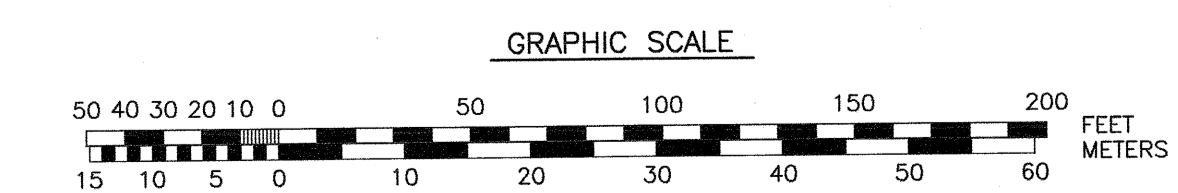
**WETLAND DELINEATION PLAN**

**C5**

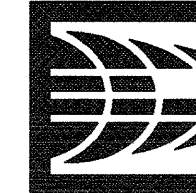


**WETLAND NOTES:**

- 1) WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 04/29/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - A) U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, TECHNICAL REPORT Y-87-1 (JAN. 1987), AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
  - B) FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEIWPCC WETLANDS WORK GROUP (2019).
  - C) NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
  - D) CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFWS MANUAL FWS/OBS-79/31 (1997).



D:\JRB1\WORK\1573\2019\_04\_29\1573\_2019\_04\_29\_EST\_2019.dwg, CS, WETLANDS, 5/9/2020, 11:51:16 AM



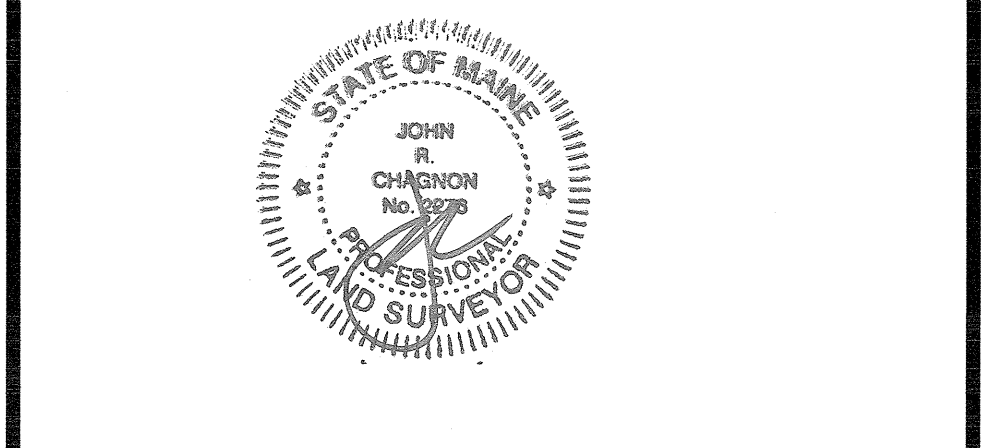
**AMBIT ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 200 Griffin Road - Unit 3  
 Portsmouth, N.H. 03801-7114  
 Tel (603) 430-9282  
 Fax (603) 436-2315

**NOTES:**

- 1) PARCEL IS SHOWN ON THE TOWN OF ELIOT ASSESSOR'S MAP 37 AS LOT 9.
- 2) OWNER OF RECORD:  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY  
 ELIOT, ME 03903  
 17973/921
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 2301490010B. EFFECTIVE DATE JUNE 5, 1989.
- 4) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF ON SITE WETLANDS (PARTIAL LOCATION) ON ASSESSOR'S MAP 37 LOT 9 IN THE TOWN OF ELIOT. WETLAND BOUNDARIES DEPICTED ON THIS PLAN WERE FIELD DELINEATED TO SHOW WETLANDS AND ANY APPLICABLE SETBACKS TOWARD THE EXISTING DEVELOPMENT ON THE PROPERTY. THIS PLAN DOES NOT REPRESENT A DELINEATION OF THE ENTIRE PARCEL AND THEREFORE SHOULD NOT BE USED AS SUCH.
- 5) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS (±0.2').
- 6) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.
- 7) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
- 8) TOPOGRAPHIC INFORMATION SHOWN IS DERIVED FROM ONSITE MEASUREMENTS AND LIDAR FROM THE MAINE OFFICE OF GIS.
- 9) THE DEVELOPED PORTION OF THIS SITE IS HIGHLY DISTURBED. THIS DELINEATION REPRESENTS PRESENT CONDITIONS.
- 10) SEE ELIOT CODES CHAPTER 44 - SHORELAND ZONING FOR INFORMATION ON WETLAND SETBACKS.

**BLACK HAWK HOLDINGS**  
**TAX MAP 37 LOT 9**  
**276 HAROLD L. DOW HIGHWAY, ELIOT, ME.**

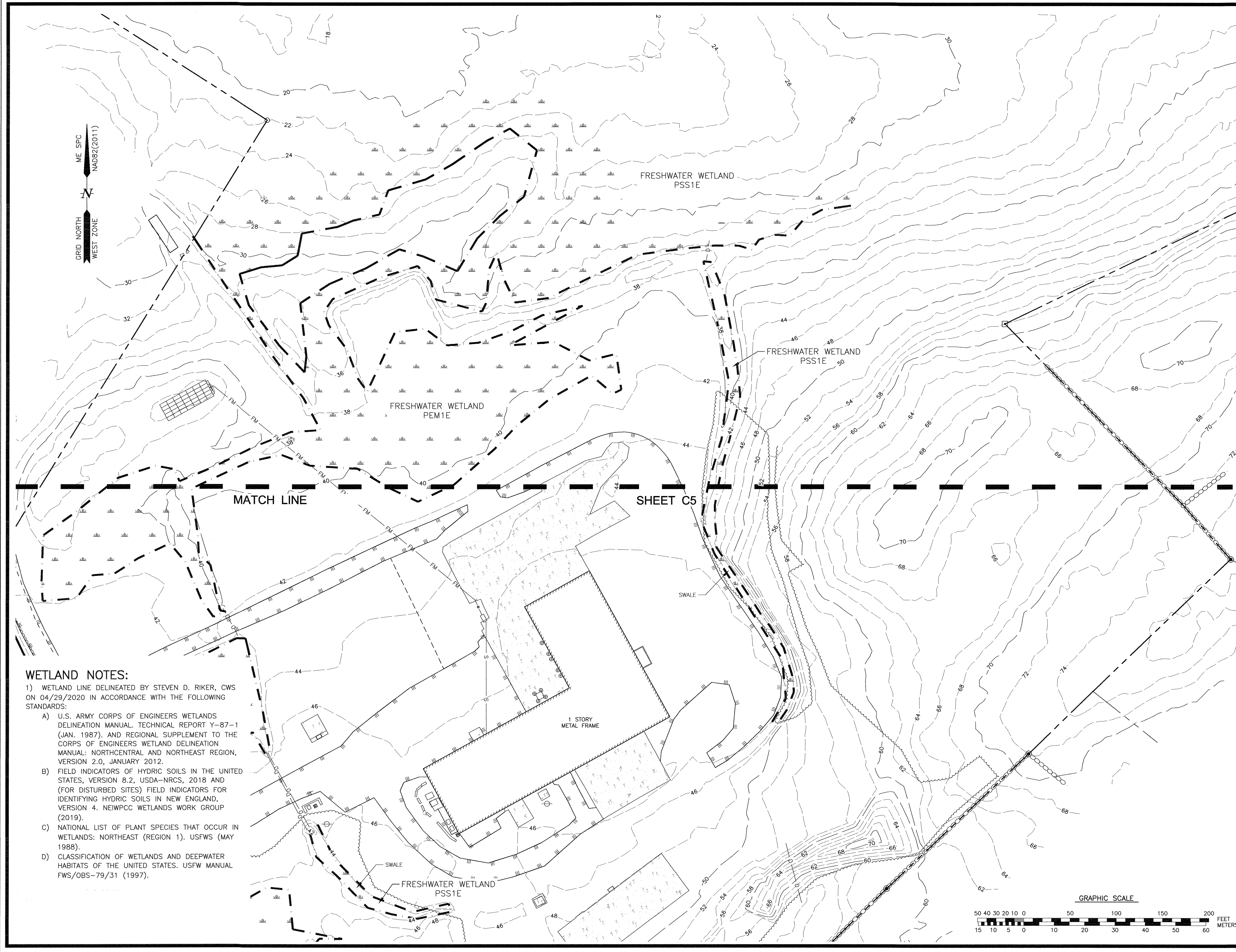
NO.	DESCRIPTION	DATE
1	WETLAND CLASSIFICATION	5/8/20
0	ISSUED FOR COMMENT	5/03/20



SCALE: 1" = 50' NOVEMBER 2019

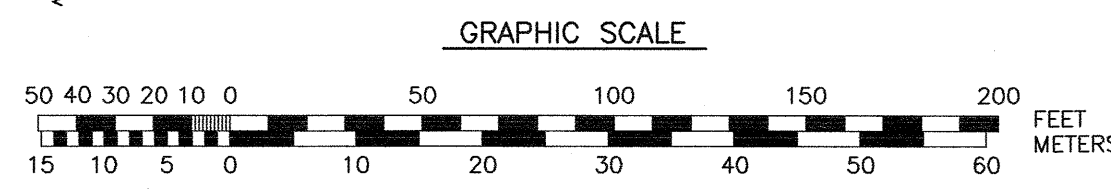
**WETLAND DELINEATION PLAN**

**C6**

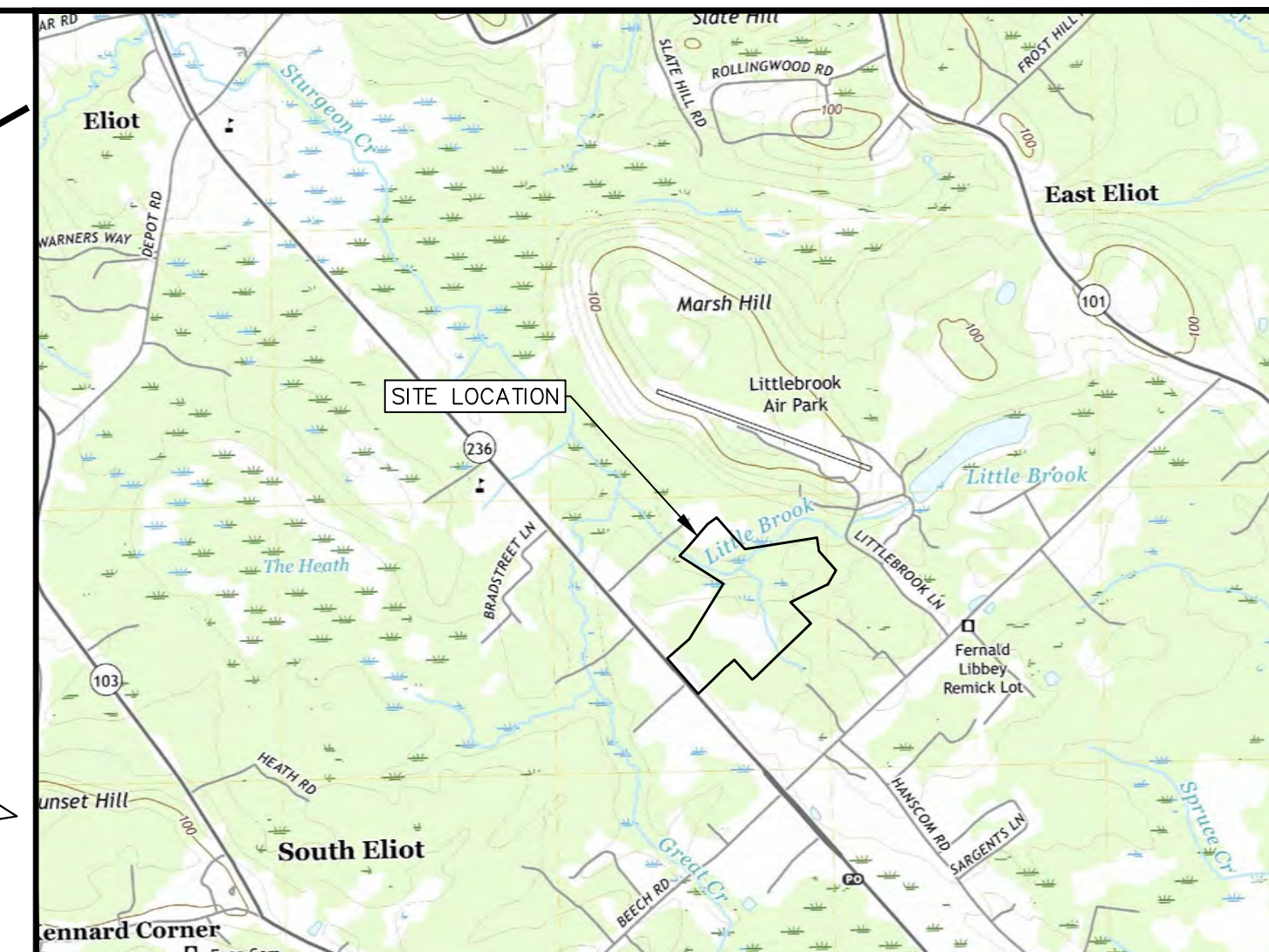
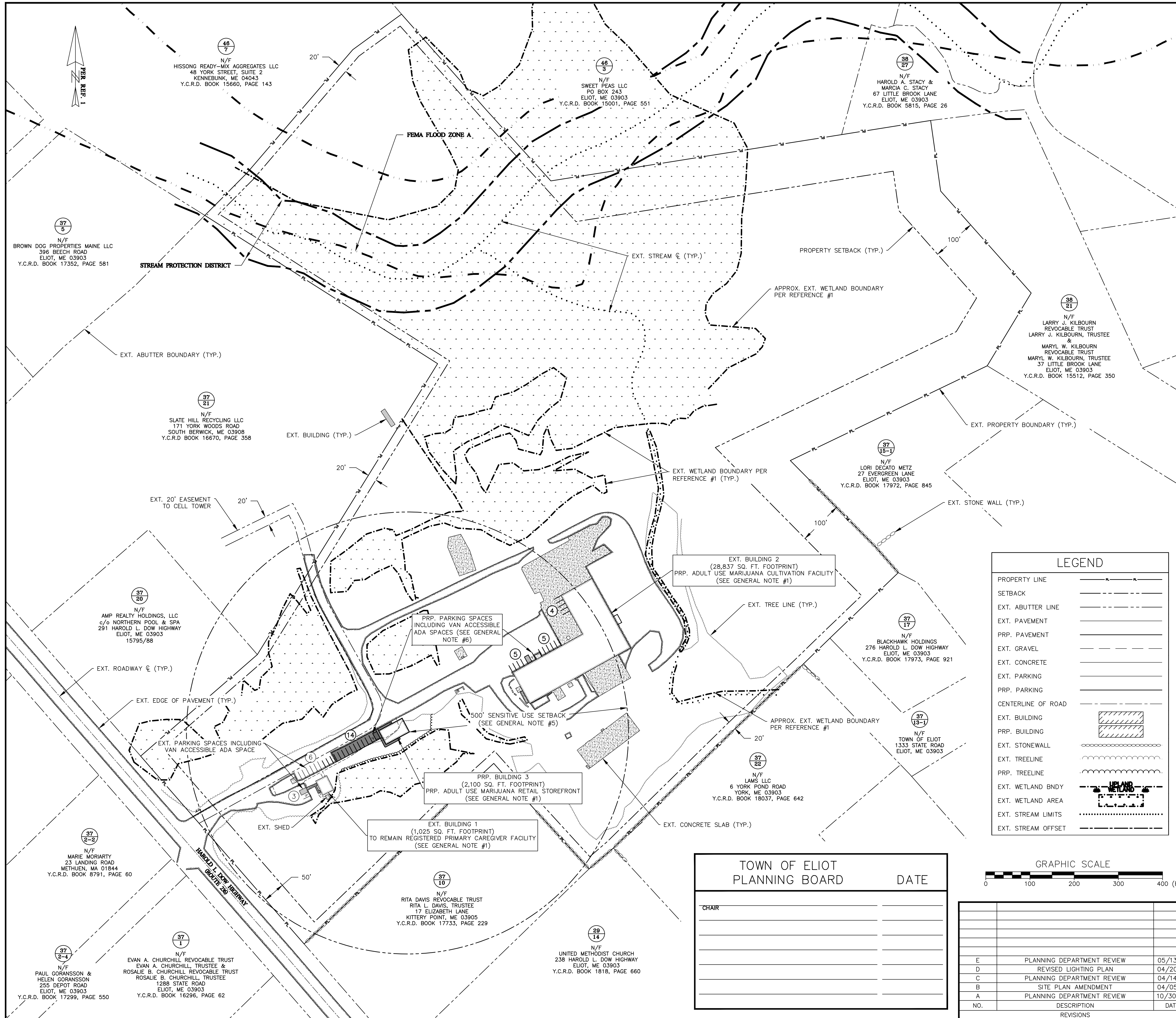


**WETLAND NOTES:**

- 1) WETLAND LINE DELINEATED BY STEVEN D. RIKER, CWS ON 04/29/2020 IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - A) U.S. ARMY CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, TECHNICAL REPORT Y-87-1 (JAN. 1987), AND REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012.
  - B) FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 8.2, USDA-NRCS, 2018 AND (FOR DISTURBED SITES) FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4. NEWPCC WETLANDS WORK GROUP (2019).
  - C) NATIONAL LIST OF PLANT SPECIES THAT OCCUR IN WETLANDS: NORTHEAST (REGION 1). USFWS (MAY 1988).
  - D) CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES. USFW MANUAL FWS/OBS-79/31 (1997).



I:\0851\1\1573\1573\_03.dwg Plot/Print & Save/Save/1573\_03.dwg 2019/11/15 11:51:42 AM



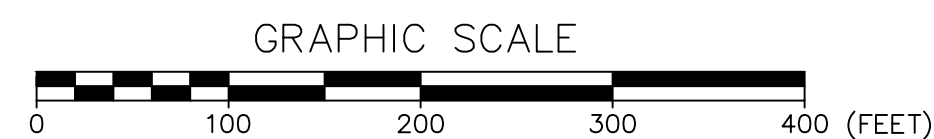
**SITE LOCATION MAP**  
APPROXIMATE SCALE 1" = 2000'

**GENERAL NOTES**

- THIS PLAN PROVIDES A PROPOSED SITE PLAN AMENDMENT AND CHANGE OF USE TO THE PROPERTY LOCATED AT 276 HAROLD L. DOW HIGHWAY (ROUTE 236) IN ELIOT, MAINE. THE PROPOSED USES OF THE PROPERTY ARE THE CULTIVATION OF ADULT USE MARIJUANA AS WELL AS THE SALE OF ADULT USE AND MEDICAL MARIJUANA. THE SITE PLAN AMENDMENTS INCLUDE CHANGING BUILDING 2 INTO AN ADULT USE MARIJUANA CULTIVATION FACILITY AND CONSTRUCTING BUILDING 3 AS AN ADULT USE MARIJUANA RETAIL STOREFRONT. BUILDING 1 IS TO REMAIN A REGISTERED PRIMARY CAREGIVER FACILITY.
- THE PARCEL IS IDENTIFIED ON THE TOWN OF ELIOT, MAINE, TAX MAP 37, LOT 9 AND IS LOCATED IN THE COMMERCIAL/INDUSTRIAL (C/I) DISTRICT AND PARTIALLY IN THE STREAM PROTECTION DISTRICT. THE PARCEL IS 49.13 ACRES IN SIZE.
- EXISTING CONDITIONS, ON-SITE LAYOUT, BOUNDARY INFORMATION, AND TOPOGRAPHIC INFORMATION AS PER REFERENCE #1.
- DIMENSIONAL STANDARDS - AS PER §45-405:  
COMMERCIAL/INDUSTRIAL (C/I) DISTRICT:  
MINIMUM LOT SIZE = 3.0 AC.  
FRONT YARD SETBACK = 50 FT. (SEE NOTE A)  
REAR & SIDE YARD SETBACKS = 20 FT. / 100 FT. (SEE NOTE B)  
MAXIMUM BUILDING HEIGHT = 55 FT.  
MINIMUM STREET FRONTAGE = 300 FT.  
MAXIMUM SIGN SIZE = 100 SQ. FT.  
MAXIMUM LOT COVERAGE = 50%  
NORMAL HIGH WATER MARK SETBACK = 75 FT. (STREAM PROTECTION DISTRICT)  
A. A FRONT YARD ABUTTING A STATE ROAD SHALL HAVE A MINIMUM DEPTH OF 50 FEET FROM THE RIGHT-OF-WAY LINE. ALL PARKING AREAS MUST CONFORM TO SETBACK REQUIREMENTS.  
B. ALL SIDE AND REAR YARDS ABUTTING AN EXISTING RESIDENTIAL USE SHALL HAVE A MINIMUM DEPTH OF 100 FEET FROM THE SIDE AND REAR LOT LINES.
- AS PER §33-190(5); NO MARIJUANA STORE STRUCTURE SHALL BE LOCATED WITHIN 500 FEET OF THE LOT LINES OF A SENSITIVE USE (PUBLIC OR PRIVATE SCHOOL, PUBLIC FACILITY, PLACE OF WORSHIP, RESIDENTIAL PROPERTY, CHILD CARE FACILITY). THE LOT LINE OF THE NEAREST SENSITIVE USE (UNITED METHODIST CHURCH) IS MEASURED APPROXIMATELY 505 FEET FROM BUILDING 3.
- PARKING CALCULATIONS - AS PER §45-495 (SEE ATTACHED INTERIOR BUILDING LAYOUTS):  
§45-495(7): RETAIL SALES = 1 SPACE/150 SQ. FT.  
3,125 SQ. FT. => [3,125/150] => 20.8 SPACES  
§45-495(11): COMMERCIAL/INDUSTRIAL USE = 1 SPACE/ANTICIPATED EMPLOYEE  
12 EMPLOYEES => 12 SPACES  
TOTAL SPACES REQUIRED = 34.8 => 35 SPACES  
TOTAL SPACES PROVIDED => 37 SPACES
- TRAFFIC GENERATION CALCULATION - AS PER §33-153:  
EXISTING CONDITION:  
'COMMERCIAL SPACE' = 1 TRIP PER EMPLOYEE  
= (12 EMPLOYEES)\*1.00 => 12.00  
ITE 882: 'MARIJUANA DISPENSARY' = 21.83 TRIPS PER 1,000 SQ. FT.  
= (1,025/1,000)\*21.83 => 22.37  
= (12.00+22.37) = 34.37 => 35 PEAK TRIPS  
DEVELOPED CONDITION:  
'ADULT USE MARIJUANA CULTIVATION' = 1 TRIP PER EMPLOYEE.  
= (12 EMPLOYEES)\*1.00 => 12.00  
ITE 882: 'MARIJUANA DISPENSARY' = 21.83 TRIPS PER 1,000 SQ. FT.  
= (1,918/1,000)\*21.83 => 41.87  
= (12.00+41.87) = 53.87 => 54 PEAK TRIPS
- HOURS OF OPERATION:  
RETAIL USE: 7 DAYS/WEEK, 8:00AM - 9:00PM  
CULTIVATION USE: 7 DAYS/WEEK, 8:00AM - 9:00PM, WITH DELIVERIES BEING SCHEDULED AT ALL HOURS OF THE DAY

**LEGEND**

PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
EXT. PAVEMENT	---
PRP. PAVEMENT	---
EXT. GRAVEL	---
EXT. CONCRETE	---
EXT. PARKING	---
PRP. PARKING	---
CENTERLINE OF ROAD	---
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. STONEMALL	---
EXT. TREELINE	---
PRP. TREELINE	---
EXT. WETLAND BNDY	---
EXT. WETLAND AREA	---
EXT. STREAM LIMITS	---
EXT. STREAM OFFSET	---



TOWN OF ELIOT PLANNING BOARD		DATE
CHAIR		

OVERALL SITE PLAN  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE

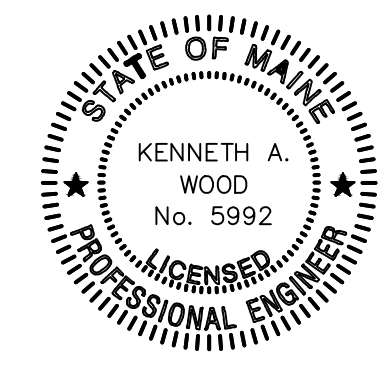
FOR:  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, MAINE 03903

**ATTAR ENGINEERING, INC.**  
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING  
1284 STATE ROAD - ELIOT, MAINE 03903  
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 100'  
DATE: 08/18/2020

APPROVED BY: \_\_\_\_\_  
DRAWN BY: AGC  
REVISION DATE: E : 05/13/21

JOB NO: C019-21 FILE: BLACK HAWK BASE\_1.DWG SHEET: 1 OF 5



NO.	DESCRIPTION	DATE
E	PLANNING DEPARTMENT REVIEW	05/13/21
D	REVISED LIGHTING PLAN	04/20/21
C	PLANNING DEPARTMENT REVIEW	04/14/21
B	SITE PLAN AMENDMENT	04/05/21
A	PLANNING DEPARTMENT REVIEW	10/30/20
NO.	DESCRIPTION	DATE
REVISIONS		

**PER REF #1**

48-7 N/F HISSONG READY-MIX AGGREGATES LLC  
48 YORK STREET, SUITE 2  
KENNEBUNK, ME 04043  
Y.C.R.D. BOOK 15660, PAGE 143

48-3 N/F SWEET PEAS LLC  
PO BOX 243  
ELIOT, ME 03903  
Y.C.R.D. BOOK 15001, PAGE 551

38-27 N/F HAROLD A. STACY & MARCIA C. STACY  
67 LITTLE BROOK LANE  
ELIOT, ME 03903  
Y.C.R.D. BOOK 5815, PAGE 26

37-5 N/F BROWN DOG PROPERTIES MAINE LLC  
396 BEECH ROAD  
ELIOT, ME 03903  
Y.C.R.D. BOOK 17352, PAGE 581

37-21 N/F SLATE HILL RECYCLING LLC  
171 YORK WOODS ROAD  
SOUTH BERWICK, ME 03908  
Y.C.R.D. BOOK 16670, PAGE 358

37-20 N/F AMP REALTY HOLDINGS, LLC  
c/o NORTHERN POOL & SPA  
291 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
15795/88

37-17 N/F BLACKHAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
Y.C.R.D. BOOK 17973, PAGE 921

37-13-1 N/F TOWN OF ELIOT  
1333 STATE ROAD  
ELIOT, ME 03903

37-22 N/F LAMS LLC  
6 YORK POND ROAD  
YORK, ME 03903  
Y.C.R.D. BOOK 18037, PAGE 642

37-10 N/F RITA DAVIS REVOCABLE TRUST  
RITA L. DAVIS, TRUSTEE  
17 ELIZABETH LANE  
KITTEERY POINT, ME 03905  
Y.C.R.D. BOOK 17733, PAGE 229

29-14 N/F UNITED METHODIST CHURCH  
238 HAROLD L. DOW HIGHWAY  
ELIOT, ME 03903  
Y.C.R.D. BOOK 1818, PAGE 660

37-2-2 N/F MARIE MORIARTY  
23 LANDING ROAD  
METHUEN, MA 01844  
Y.C.R.D. BOOK 8791, PAGE 60

37-1 N/F EVAN A. CHURCHILL REVOCABLE TRUST  
EVAN A. CHURCHILL, TRUSTEE &  
ROSALIE B. CHURCHILL REVOCABLE TRUST  
ROSALIE B. CHURCHILL, TRUSTEE  
1288 STATE ROAD  
ELIOT, ME 03903  
Y.C.R.D. BOOK 16296, PAGE 62

37-2-4 N/F PAUL GORANSSON & HELEN GORANSSON  
255 DEPOT ROAD  
ELIOT, ME 03903  
Y.C.R.D. BOOK 17299, PAGE 550

**GENERAL NOTES (CONT):**

9. AS PER §33-190.(4).(f): SECURITY CAMERAS MUST BE PERMANENTLY FIXED AT THE FOLLOWING LOCATIONS:
  - A. ALL EXIT/ENTRY POINTS (SUFFICIENT TO IDENTIFY INDIVIDUALS ENTERING AND EXITING THE PREMISES AND LIMITED ACCESS AREAS)
  - B. EACH POINT OF SALE - A SUFFICIENT NUMBER OF CAMERAS MUST BE PERMANENTLY FIXED TO ALLOW VIEWING OF THE FOLLOWING:
    - ANY AREA WHERE MARIJUANA, MARIJUANA PLANTS, IMMATURE MARIJUANA PLANTS, SEEDLINGS, SEEDS, MARIJUANA CONCENTRATE OR MARIJUANA PRODUCTS ARE CULTIVATED, PROCESSED, MANUFACTURED, STORED, AND/OR PREPARED FOR TRANSFER OR SALE (THE AREA MUST BE VIEWED IN ITS ENTIRETY).
    - ANY AREA WHERE WASTE IS STORED.
    - ALL AREAS OF THE PREMISES WITHIN 10 FEET OF THE EXTERIOR FENCE AND GATES OF A CULTIVATION FACILITY WITH OUTDOOR GROWING.
  - C. THE SURVEILLANCE SYSTEM STORAGE DEVICE MUST BE SECURED ON THE PREMISES IN A LOCKBOX, CABINET OR CLOSET, OR MUST BE ON A THIRD-PARTY SERVER OR SECURED IN ANOTHER MANNER TO PROTECT FROM EMPLOYEE TAMPERING OR CRIMINAL THEFT.
  - D. ALL SURVEILLANCE RECORDINGS MUST BE KEPT FOR A MINIMUM OF 45 DAYS ON THE LICENSEE'S RECORDING DEVICE.
10. AS PER §33-190.(4).(f): ALL EXTERIOR DOORS TO BE LOCKED WITH CARD ACCESS FOR EMPLOYEES. KEY CARD AND KEYS WILL BE PROVIDED FOR EMERGENCY PERSONNEL IN KNOX-BOX AT FRONT OF BUILDING.
11. A PER §33-190.(4).(e): FACILITY WASTE PRODUCTS TO BE DISPOSED OF PER NARRATIVE PROVIDED WITH THE SITE PLAN APPLICATION ASSOCIATED WITH THIS PLAN.
12. ALL EXISTING EXTERIOR LIGHTING IS DEPICTED ON THE PLANS, AND SHALL REMAIN AS SHOWN. NO ADDITIONAL LIGHTING IS PROPOSED.
13. ALL PROPOSED SIGNS SHALL BE DESIGNED AND PLACED IN COMPLIANCE WITH §33-190.(3) 'PERFORMANCE STANDARDS FOR MARIJUANA FACILITIES', §45-405.1 'DIMENSIONAL STANDARDS', AND ARTICLE XI §45-532 'SIGN PLACEMENT'.
14. SEWER DEMAND CALCULATION - AS PER THE STATE OF MAINE SUBSURFACE WASTEWATER DISPOSAL RULES, §10-144 CMR 241, TABLE 4C 'DESIGN FLOWS FOR OTHER FACILITIES':
  - BUILDING 1 AND 3: 60 GPD EMPLOYEES
  - BUILDING 2: 180 GPD EMPLOYEES
15. AS PER §33-190.(3): ALL SIGNAGE AND ADVERTISING FOR ANY MARIJUANA ESTABLISHMENT SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 45. IN ADDITION, NO SIGNAGE OR ADVERTISING SHALL USE THE WORD "MARIJUANA" OR "CANNABIS" OR ANY OTHER WORD, PHRASE, OR SYMBOL COMMONLY UNDERSTOOD TO REFER TO MARIJUANA. NO INTERIOR SIGNAGE, ADVERTISING AS DESCRIBED ABOVE SHALL BE VISIBLE FROM THE EXTERIOR OF THE BUILDING IN WHICH THE MARIJUANA ESTABLISHMENT IS LOCATED.
16. TOTAL NEW IMPERVIOUS AREA = 1,550 SQ. FT.

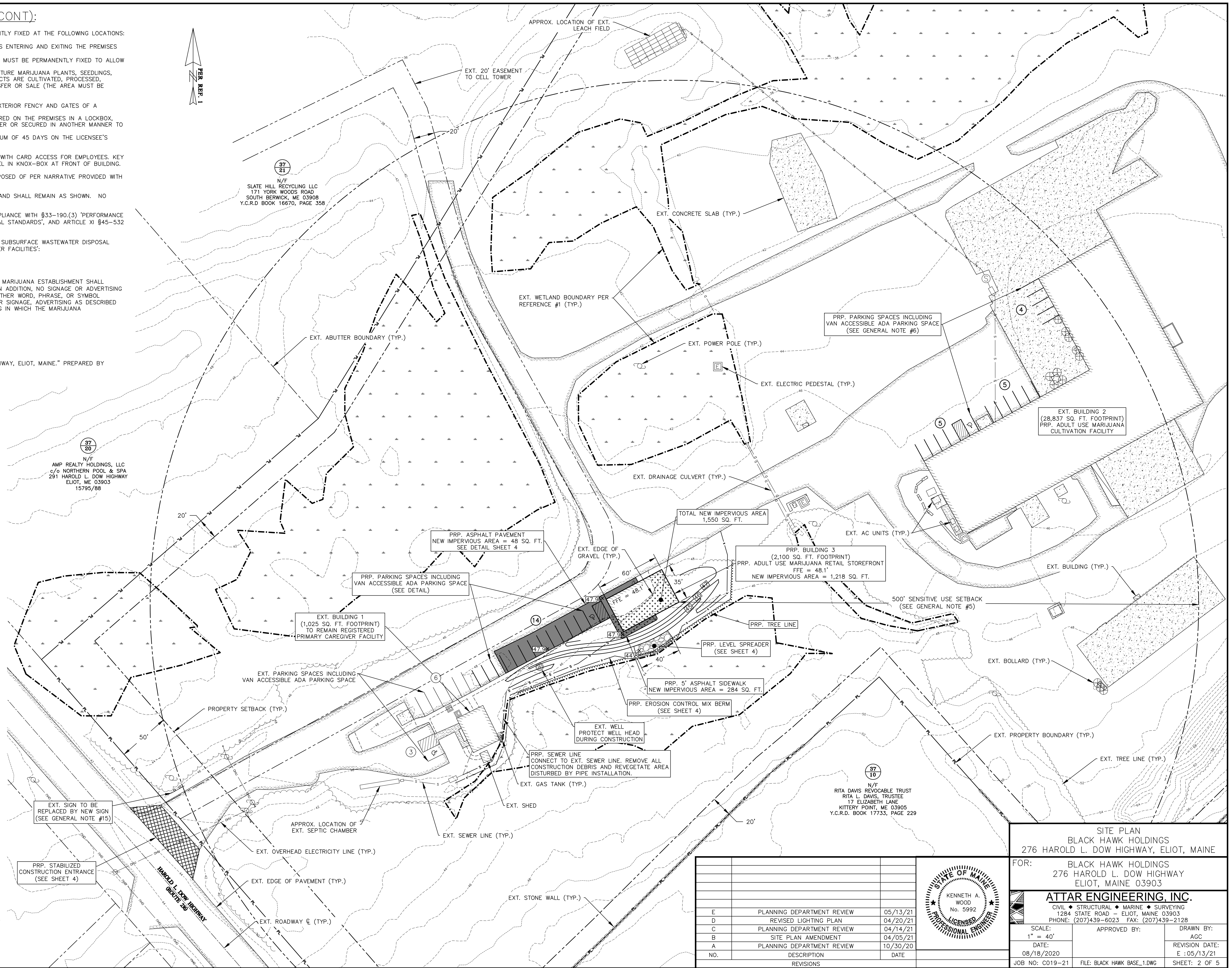
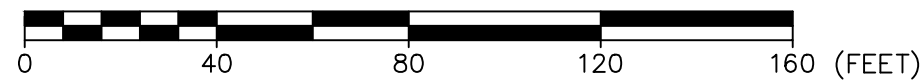
**REFERENCES:**

1. "SITE PLAN, BLACK HAWK HOLDINGS, 276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE." PREPARED BY ATTAR ENGINEERING, INC. PLAN DATED OCTOBER 30, 2020.

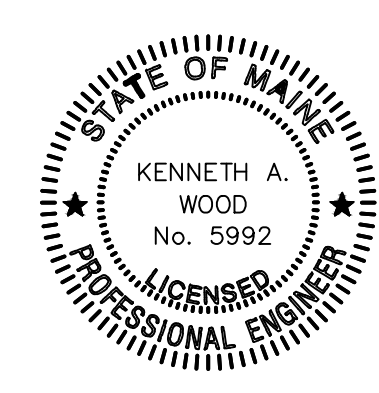
**LEGEND**

PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
EXT. PAVEMENT	---
PRP. PAVEMENT	---
EXT. GRAVEL	---
EXT. CONCRETE	---
EXT. PARKING	---
PRP. PARKING	---
CENTERLINE OF ROAD	---
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. STONEWALL	---
EXT. TREELINE	---
PRP. TREELINE	---
EXT. MAJOR CONTOUR	XXX
EXT. MINOR CONTOUR	XXX
PRP. MAJOR CONTOUR	XXX
PRP. MINOR CONTOUR	XXX
EXT. SIGN	---
EXT. POWER POLE	⊕
EXT. ELEC PEDESTAL	⊕
EXT. OVERHEAD ELEC	OHU
EXT. SEWER MANHOLE	⊙
EXT. SEWER LINE	S
PRP. SEWER LINE	S
EXT. SEPTIC TANK	---
EXT. WELL	⊗
EXT. STORM LINE	D
EXT. WETLAND BNDY	---
EXT. WETLAND AREA	---
EXT. STREAM LIMITS	---
EXT. STREAM OFFSET	---
PRP. SILTATION FENCE	---
NEW IMPERVIOUS AREA	---

**GRAPHIC SCALE**



NO.	DESCRIPTION	DATE
E	PLANNING DEPARTMENT REVIEW	05/13/21
D	REVISED LIGHTING PLAN	04/20/21
C	PLANNING DEPARTMENT REVIEW	04/14/21
B	SITE PLAN AMENDMENT	04/05/21
A	PLANNING DEPARTMENT REVIEW	10/30/20
	REVISIONS	



**SITE PLAN**  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE

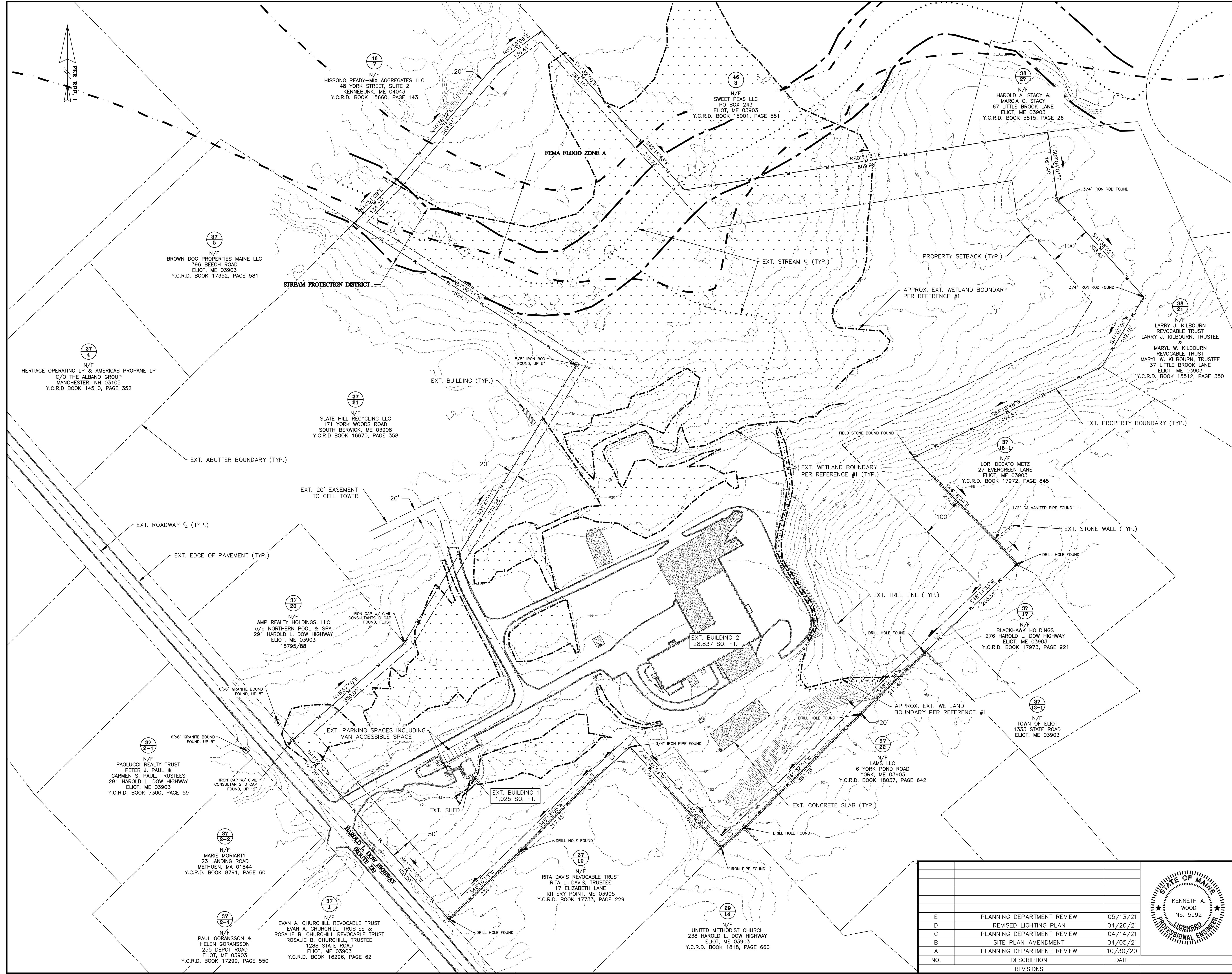
FOR:  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY  
 ELIOT, MAINE 03903

**ATTAR ENGINEERING, INC.**  
 CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING  
 1284 STATE ROAD - ELIOT, MAINE 03903  
 PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'  
 DATE: 08/18/2020

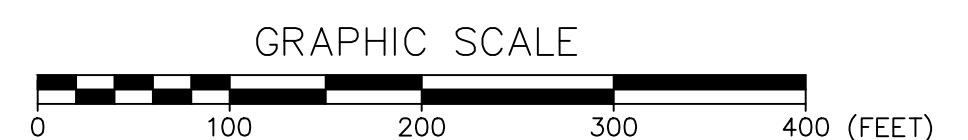
APPROVED BY: \_\_\_\_\_  
 DRAWN BY: AGC  
 REVISION DATE: E : 05/13/21

JOB NO: C019-21 FILE: BLACK HAWK BASE\_1.DWG SHEET: 2 OF 5



LINE	BEARING	DISTANCE
L1	S41°20'52"E	77.52'
L2	S45°52'08"W	96.71'
L3	S49°20'36"W	72.30'
L4	S47°45'05"W	93.52'
L5	S50°04'06"W	45.17'

LEGEND	
PROPERTY LINE	— A — A —
SETBACK	— B — B —
EXT. ABUTTER LINE	— C — C —
EXT. PAVEMENT	— D — D —
EXT. GRAVEL	— E — E —
EXT. CONCRETE	— F — F —
EXT. PARKING	— G — G —
CENTERLINE OF ROAD	— H — H —
EXT. BUILDING	— I — I —
EXT. STONEWALL	— J — J —
EXT. TREELINE	— K — K —
EXT. MAJOR CONTOUR	— L — L —
EXT. MINOR CONTOUR	— M — M —
EXT. WETLAND BNDY	— N — N —
EXT. WETLAND AREA	— O — O —
EXT. STREAM LIMITS	— P — P —
EXT. STREAM OFFSET	— Q — Q —
FOUND PIPE OR IRON ROD	○
FOUND STONE OR CONCRETE MONUMENT	□

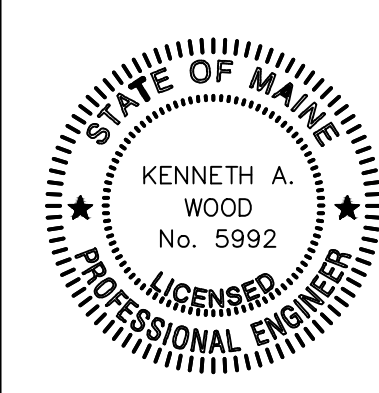


EXISTING CONDITIONS PLAN  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE

FOR:  
 BLACK HAWK HOLDINGS  
 276 HAROLD L. DOW HIGHWAY  
 ELIOT, MAINE 03903

<b>ATTAR ENGINEERING, INC.</b> CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128	
SCALE: 1" = 100'	APPROVED BY: AGC
DATE: 08/18/2020	REVISION DATE: E : 05/13/21
JOB NO: C019-21	FILE: BLACK HAWK BASE_1.DWG
SHEET: 3 OF 5	

NO.	DESCRIPTION	DATE
E	PLANNING DEPARTMENT REVIEW	05/13/21
D	REVISED LIGHTING PLAN	04/20/21
C	PLANNING DEPARTMENT REVIEW	04/14/21
B	SITE PLAN AMENDMENT	04/05/21
A	PLANNING DEPARTMENT REVIEW	10/30/20
NO.	DESCRIPTION	DATE
REVISIONS		



**PROPERTY OWNERS:**

- 37/5 N/F BROWN DOC PROPERTIES MAINE LLC, 396 BEECH ROAD, ELIOT, ME 03903, Y.C.R.D. BOOK 17352, PAGE 581
- 37/4 N/F HERITAGE OPERATING LP & AMERICAS PROPANE LP, C/O THE ALBANO GROUP, MANCHESTER, NH 03105, Y.C.R.D. BOOK 14510, PAGE 352
- 37/21 N/F SLATE HILL RECYCLING LLC, 171 YORK WOODS ROAD, SOUTH BERWICK, ME 03908, Y.C.R.D. BOOK 16670, PAGE 358
- 37/20 N/F AMP REALTY HOLDINGS, LLC, c/o NORTHERN POOL & SPA, 291 HAROLD L. DOW HIGHWAY, ELIOT, ME 03903, 15795/88
- 37/21 N/F PAOLUCCI REALTY TRUST, PETER J. PAUL & CARMEN S. PAUL, TRUSTEES, 291 HAROLD L. DOW HIGHWAY, ELIOT, ME 03903, Y.C.R.D. BOOK 7300, PAGE 59
- 37/2-2 N/F MARIE MORIARTY, 23 LANDING ROAD, METHUEN, MA 01844, Y.C.R.D. BOOK 8791, PAGE 60
- 37/2-4 N/F PAUL GORANSSON & HELEN GORANSSON, 255 DEPOT ROAD, ELIOT, ME 03903, Y.C.R.D. BOOK 17289, PAGE 550
- 46/7 N/F HISSONG READY-MIX AGGREGATES LLC, 48 YORK STREET, SUITE 2, KENNEDUNK, ME 04943, Y.C.R.D. BOOK 15660, PAGE 143
- 46/3 N/F SWEET PEAS LLC, PO BOX 243, ELIOT, ME 03903, Y.C.R.D. BOOK 15001, PAGE 551
- 38/27 N/F HAROLD A. STACY & MARCIA C. STACY, 67 LITTLE BROOK LANE, ELIOT, ME 03903, Y.C.R.D. BOOK 5815, PAGE 26
- 38/21 N/F LARRY J. KILBOURN REVOCABLE TRUST, LARRY J. KILBOURN, TRUSTEE & MARYL W. KILBOURN REVOCABLE TRUST, MARYL W. KILBOURN, TRUSTEE, 37 LITTLE BROOK LANE, ELIOT, ME 03903, Y.C.R.D. BOOK 15512, PAGE 350
- 37/16-1 N/F LORI DECATO METZ, 27 EVERGREEN LANE, ELIOT, ME 03903, Y.C.R.D. BOOK 17972, PAGE 845
- 37/17 N/F BLACKHAWK HOLDINGS, 276 HAROLD L. DOW HIGHWAY, ELIOT, ME 03903, Y.C.R.D. BOOK 17973, PAGE 921
- 37/18-1 N/F TOWN OF ELIOT, 1333 STATE ROAD, ELIOT, ME 03903
- 37/22 N/F LAMS LLC, 6 YORK POND ROAD, YORK, ME 03903, Y.C.R.D. BOOK 18037, PAGE 642
- 37/10 N/F RITA DAVIS REVOCABLE TRUST, RITA L. DAVIS, TRUSTEE, 17 ELIZABETH LANE, KITTEERY POINT, ME 03905, Y.C.R.D. BOOK 17733, PAGE 229
- 28/14 N/F UNITED METHODIST CHURCH, 238 HAROLD L. DOW HIGHWAY, ELIOT, ME 03903, Y.C.R.D. BOOK 1818, PAGE 660

**ADDITIONAL NOTES:**

- EXT. BUILDING 1, 1,025 SQ. FT.
- EXT. BUILDING 2, 28,837 SQ. FT.
- EXT. SHED
- EXT. CONCRETE SLAB (TYP.)
- EXT. PARKING SPACES INCLUDING VAN ACCESSIBLE SPACE
- EXT. 20' EASEMENT TO CELL TOWER
- EXT. ROADWAY (TYP.)
- EXT. EDGE OF PAVEMENT (TYP.)
- EXT. ABUTTER BOUNDARY (TYP.)
- EXT. BUILDING (TYP.)
- EXT. STREAM (TYP.)
- EXT. PROPERTY SETBACK (TYP.)
- EXT. PROPERTY BOUNDARY (TYP.)
- EXT. STONE WALL (TYP.)
- EXT. TREE LINE (TYP.)
- EXT. WETLAND BOUNDARY PER REFERENCE #1 (TYP.)
- APPROX. EXT. WETLAND BOUNDARY PER REFERENCE #1
- FIELD STONE BOUND FOUND
- DRILL HOLE FOUND
- FOUND PIPE OR IRON ROD
- FOUND STONE OR CONCRETE MONUMENT

## EROSION & SEDIMENTATION CONTROL NOTES:

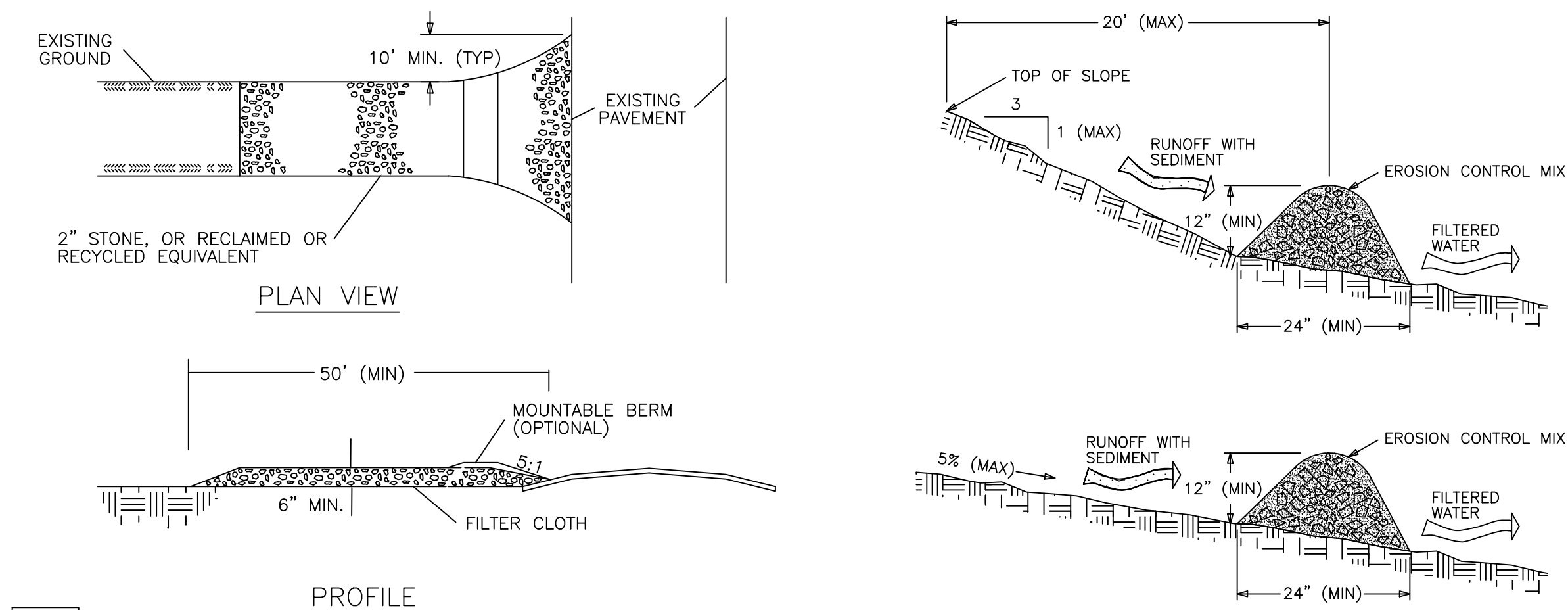
- SILTATION FENCE OR HAY BALE BARRIERS WILL BE INSTALLED DOWNSLOPE OF ALL STRIPPING OR CONSTRUCTION OPERATIONS. A DOUBLE SILT FENCE BARRIER SHALL BE INSTALLED DOWNSLOPE OF ANY SOIL MATERIAL STOCKPILES. SILT FENCES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND DAILY DURING PROLONGED RAIN. SILT AND SOIL PARTICLES ACCUMULATING BEHIND THE FENCE SHALL BE REMOVED AFTER EACH SIGNIFICANT RAIN EVENT AND IN NO INSTANCE SHOULD ACCUMULATION EXCEED 1/2 THE HEIGHT OF THE FENCE. TORN OR DAMAGED AREAS SHALL BE REPAIRED.
- TEMPORARY AND PERMANENT VEGETATION AND MULCHING IS AN INTEGRAL COMPONENT OF THE EROSION AND SEDIMENTATION CONTROL PLAN. ALL AREAS SHALL BE INSPECTED AND MAINTAINED UNTIL THE DESIRED VEGETATIVE COVER IS ESTABLISHED. THESE CONTROL MEASURES ARE ESSENTIAL TO EROSION PREVENTION AND ALSO REDUCE COSTLY REWORK OF GRADED AND SHAPED AREAS.
- SEEDING, FERTILIZER AND LIME RATES AND TIME OF APPLICATION WILL BE DEPENDENT ON SOIL REQUIREMENTS. TEMPORARY VEGETATION SHALL BE MAINTAINED IN THESE AREAS UNTIL PERMANENT SEEDING IS APPLIED. ADDITIONALLY, EROSION AND SEDIMENTATION MEASURES SHALL BE MAINTAINED UNTIL PERMANENT VEGETATION IS ESTABLISHED.
- ALL LAWN AREA, OUTER POND SIDE SLOPES AND SWALES SHALL BE PERMANENTLY SEEDDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 2 LB/ACRE REDTOP AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 42 LB/ACRE. FERTILIZER AND LIME RATES SHALL BE DEPENDENT ON SOIL TESTING. IN THE ABSENCE OF SOIL TESTS, FERTILIZE WITH 10-20-20 (N-P205-K201) AT 800 LB/ACRE AND LIME AT 3 TONS/ACRE. MULCH WITH HAY AT 70-90 LB/1000 S.F. 4" OF LOAM SHALL BE APPLIED PRIOR TO SEEDING.
- POND BOTTOMS AND INNER POND SIDESLOPES SHALL BE PERMANENTLY SEEDDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 8 LB/ACRE BIRDSFOOT TREFLOID, AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 48 LB/ACRE. SEE THE ABOVE NOTE FOR FERTILIZER, LIME AND MULCHING RATES.
- TEMPORARY VEGETATION OF ALL DISTURBED AREAS, MATERIAL STOCKPILES AND OTHER SUCH AREAS SHALL BE ESTABLISHED BY SEEDING WITH EITHER WINTER RYE AT A RATE OF 112 LB/ACRE OR ANNUAL RYEGRASS AT A RATE OF 40 LB/ACRE. WINTER RYE SHALL BE USED FOR FALL SEEDING AND ANNUAL RYEGRASS FOR SHORT DURATION SEEDING. SEEDING SHALL BE ACCOMPLISHED BEFORE OCTOBER 1.
- TEMPORARY SEEDING OF DISTURBED AREAS SHALL BE ACCOMPLISHED BEFORE OCTOBER 1. PERMANENT SEEDING SHALL BE ACCOMPLISHED BEFORE SEPTEMBER 15.
- ALL SEEDED AREAS SHALL BE MULCHED WITH HAY AT A RATE OF 2 BALES (70-90 LB) PER 1000 S.F. OF SEEDED AREA.
- SLOPES 2:1 OR STEEPER SHALL BE TREATED WITH POLYJUTE OPEN WEAVE GEOTEXTILE (OR EQUIVALENT) AFTER SEEDING. JUTE MATS SHALL BE ANCHORED PER MANUFACTURER'S SPECIFICATIONS.
- EXCESSIVE DUST CAUSED BY CONSTRUCTION OPERATIONS SHALL BE CONTROLLED BY APPLICATION OF WATER OR CALCIUM CHLORIDE.
- THE CONTRACTOR MAY OPT TO USE EROSION CONTROL MIX BERM AS A SEDIMENT BARRIER IN LIEU OF SILTATION FENCE OR HAY BALE BARRIERS WITH APPROVAL FROM THE INSPECTING ENGINEER.
- MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADE BUFFER AREAS TO THE EXTENT PRACTICABLE. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.
- DITCHES, SWALES, AND OTHER OPEN STORMWATER CHANNELS MUST BE DESIGNED, CONSTRUCTED, AND STABILIZED USING MEASURES THAT ACHIEVE LONG-TERM EROSION CONTROL. DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS MUST BE SIZED TO HANDLE AT A MINIMUM, THE EXPECTED VOLUME RUNOFF. EACH CHANNEL SHOULD BE CONSTRUCTED IN SECTIONS SO THAT THE SECTION'S GRADING, SHAPING, AND INSTALLATION OF THE PERMANENT LINING CAN BE COMPLETED THE SAME DAY. IF A CHANNEL'S FINAL GRADING OR LINING INSTALLATION MUST BE DELAYED, THEN DIVERSION BERMS MUST BE USED TO DIVERT STORMWATER AWAY FROM THE CHANNEL. PROPERLY-SPACED CHECK DAMS MUST BE INSTALLED IN THE CHANNEL TO SLOW THE WATER VELOCITY AND A TEMPORARY LINING INSTALLED ALONG THE CHANNEL TO PREVENT SCOURING.
- THE CHANNEL SHOULD RECEIVE ADEQUATE ROUTINE MAINTENANCE TO MAINTAIN CAPACITY AND PREVENT OR CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDE SLOPES.
- WHEN THE WATERSHED DRAINING TO A DITCH OR SWALE IS LESS THAN 1 ACRE OF TOTAL DRAINAGE AND LESS THAN 1/4 ACRE OF IMPERVIOUS AREA, DIVERSION OF RUNOFF TO ADJACENT WOODED OR OTHERWISE VEGETATED BUFFER AREAS IS ENCOURAGED WHERE THE OPPORTUNITY EXISTS.
- SEDIMENT BASINS MUST BE DESIGNED TO PROVIDE STORAGE FOR EITHER THE CALCULATED RUNOFF FROM A 2-YEAR, 24-HOUR STORM OR PROVIDE FOR 3,600 CUBIC FEET OF CAPACITY PER ACRE DRAINING TO THE BASIN. OUTLET STRUCTURES MUST DISCHARGE WATER FROM THE SURFACE OF THE BASIN WHENEVER POSSIBLE. EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES MUST BE USED IF THE DISCHARGING WATERS ARE LIKELY TO CREATE EROSION. ACCUMULATED SEDIMENT MUST BE REMOVED AS NEEDED FROM THE BASIN TO MAINTAIN AT LEAST 10% OF THE DESIGN CAPACITY OF THE BASIN. THE USE OF CATIONIC TREATMENT CHEMICALS, SUCH AS POLYMERS, FLOCCULANTS, OR OTHER CHEMICALS THAT CONTAIN AN OVERALL POSITIVE CHARGE DESIGNED TO REDUCE TURBIDITY IN STORMWATER MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT. WHEN REQUESTING APPROVAL TO USE CATIONIC TREATMENT CHEMICALS, YOU MUST DESCRIBE APPROPRIATE CONTROLS AND IMPLEMENTATION PROCEDURES TO ENSURE THE USE WILL NOT LEAD TO A VIOLATION OF WATER QUALITY STANDARDS. IN ADDITION, YOU MUST SPECIFY THE TYPE(S) OF SOIL LIKELY TO BE TREATED ON THE SITE, CHEMICALS TO BE USED AND HOW THEY ARE TO BE APPLIED AND IN WHAT QUANTITY. ANY MANUFACTURER'S RECOMMENDATIONS, AND ANY TRAINING HAD BY PERSONNEL WHO WILL HANDLE AND APPLY THE CHEMICALS.
- GRAVEL AND PAVED ROADS MUST BE DESIGNED AND CONSTRUCTED WITH CROWNS OR OTHER MEASURES, SUCH AS WATER BARS, TO ENSURE THAT STORMWATER IS DELIVERED IMMEDIATELY TO ADJACENT STABLE DITCHES, VEGETATED BUFFER AREAS, CATCH BASIN INLETS, OR STREET GUTTERS.
- CULVERTS MUST BE SIZED TO AVOID UNINTENDED FLOODING OF UPSTREAM AREAS OR FREQUENT OVERTOPPING OF ROADWAYS. CULVERT INLETS MUST BE PROTECTED WITH APPROPRIATE MATERIALS FOR THE EXPECTED ENTRANCE VELOCITY, AND PROTECTION MUST EXTEND AT LEAST AS HIGH AS THE EXPECTED MAXIMUM ELEVATION OF STORAGE BEHIND THE CULVERT. CULVERT OUTLET DESIGN MUST INCORPORATE MEASURES, SUCH AS APRONS, TO PREVENT SCOUR OF THE STREAM CHANNEL. OUTLET PROTECTION MEASURES MUST BE DESIGNED TO STAY WITHIN THE CHANNEL LIMITS. THE DESIGN MUST TAKE ACCOUNT OF TAILWATER DEPTH.
- PARKING AREAS MUST BE CONSTRUCTED TO ENSURE RUNOFF IS DELIVERED TO ADJACENT SWALES, CATCH BASINS, CURB GUTTERS, OR BUFFER AREAS WITHOUT ERODING AREAS DOWNSLOPE. THE PARKING AREA'S SUBBASE COMPACTION AND GRADING MUST BE DONE TO ENSURE RUNOFF IS EVENLY DISTRIBUTED TO ADJACENT BUFFERS OR SIDE SLOPES. CATCH BASINS MUST BE LOCATED AND SET TO PROVIDE ENOUGH STORAGE DEPTH AT THE INLET TO ALLOW INFLOW OF PEAK RUNOFF RATES WITHOUT BY-PASS OF RUNOFF TO OTHER AREAS.
- WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.
- PRIOR TO CONSTRUCTION, PROPERLY INSTALL SEDIMENT BARRIERS AT THE DOWNGRADE EDGE OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA. SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADE OF SOIL OR SEDIMENT STOCKPILES AND STORMWATER PREVENTED FROM RUNNING ONTO THE STOCKPILE. MAINTAIN THE SEDIMENT BARRIERS BY REMOVING ACCUMULATED SEDIMENT, OR REMOVING AND REPLACING THE BARRIER, UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. WHERE A DISCHARGE TO A STORM DRAIN INLET OCCURS, IF THE STORM DRAIN CARRIES WATER DIRECTLY TO A SURFACE WATER AND YOU HAVE AUTHORITY TO ACCESS THE STORM DRAIN INLET, YOU MUST INSTALL AND MAINTAIN PROTECTION MEASURES THAT REMOVE SEDIMENT FROM THE DISCHARGE.
- PRIOR TO CONSTRUCTION, PROPERLY INSTALL A STABILIZED CONSTRUCTION ENTRANCE (SCE) AT ALL POINTS OF EGRESS FROM THE SITE. THE SCE IS A STABILIZED PAD OF AGGREGATE, UNDERLAIN BY A GEOTEXTILE FILTER FABRIC, USED TO PREVENT TRAFFIC FROM TRACKING MATERIAL AWAY FROM THE SITE ONTO PUBLIC ROWS. MAINTAIN THE SCE UNTIL ALL DISTURBED AREAS ARE STABILIZED.
- WITHIN 7 DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES IN AN AREA THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS, STABILIZE ANY EXPOSED SOIL WITH MULCH, OR OTHER NON-ERODIBLE COVER. STABILIZE AREAS WITHIN 75 FEET OF A WETLAND OR WATERBODY WITHIN 48 HOURS OF THE INITIAL DISTURBANCE OF THE SOIL OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.
- REMOVE ANY TEMPORARY CONTROL MEASURES, SUCH AS SILTATION FENCE, WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ACHIEVED. REMOVE ANY ACCUMULATED SEDIMENTS AND STABILIZE.
- IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY PLANTING SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH OR RIPRAP OR ROAD SUB-BASE. IF USING VEGETATION FOR STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL COMPOST, OR FERTILIZERS; PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS; AND SCHEDULE SODDING, PLANTING, AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL-ESTABLISHED WITH 90% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT. ONE OR MORE OF THE FOLLOWING MAY APPLY TO A PARTICULAR SITE.

## EROSION & SED. CONTROL NOTES (CONT.):

- FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.
- FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
- FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.
- FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY. IT IS RECOMMENDED THAT ANGULAR STONE BE USED.
- FOR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL PURPOSES (E.G., PIPELINES ACROSS CROP LAND), PERMANENT STABILIZATION MAY BE ACCOMPLISHED BY RETURNING THE DISTURBED LAND TO AGRICULTURAL USE.
- FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED, PROVIDED IT IS FREE OF FINE MATERIALS THAT MAY RUNOFF WITH A RAIN EVENT.
- FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH A 90% COVER OF HEALTHY VEGETATION, WITH A WELL-GRADED RIPRAP LINING, TURF REINFORCEMENT MAT, OR WITH ANOTHER NON-EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE CHANNEL BANKS, OR DOWN-CUTTING OF THE CHANNEL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE HOUSEKEEPING PRACTICES DURING THE CONSTRUCTION OF THE PROJECT. THESE STANDARDS CAN BE FOUND IN THE FOLLOWING DOCUMENT: MDEP CHAPTER 500 (STORMWATER MANAGEMENT), APPENDIX C. HOUSEKEEPING. HOUSEKEEPING PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, SPILL PREVENTION, GROUNDWATER PROTECTION, FUGITIVE SEDIMENT AND DUST, DEBRIS AND OTHER MATERIALS, EXCAVATION DEWATERING, AUTHORIZED NON-STORMWATER DISCHARGES AND UNAUTHORIZED NON-STORMWATER DISCHARGES (DETAILED BELOW).
  - AUTHORIZED NON-STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NONSTORMWATER DISCHARGES. WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NONSTORMWATER DISCHARGES ARE:
    - DISCHARGES FROM FIREFIGHTING ACTIVITY;
    - FIRE HYDRANT FLUSHINGS;
    - VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);
    - DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND APPENDIX C(3);
    - ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
    - PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
    - UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
    - UNCONTAMINATED GROUNDWATER OR SPRING WATER;
    - FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
    - UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX C(5))
    - PORTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS
    - LANDSCAPE IRRIGATION
  - UNAUTHORIZED NON-STORMWATER DISCHARGES. THE DEPARTMENT'S APPROVAL UNDER THIS CHAPTER DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH A SOURCE OF NONSTORMWATER, OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX C (6). SPECIFICALLY, THE DEPARTMENT'S APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:
    - WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
    - FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
    - SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
    - TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE
- AN AREA SHALL BE CONSIDERED STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH HAY AT A RATE OF 100 LB/1000 S.F. OR DORMANT SEED, MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE. IN ALL CASES, MULCH SHALL BE APPLIED SO THAT THE SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH.
- FROM OCTOBER 15 TO APRIL 1, LOAM AND SEED WILL NOT BE REQUIRED. DURING PERIODS OF TEMPERATURES ABOVE FREEZING, DISTURBED AREAS SHALL BE FINE GRADED AND PROTECTED WITH MULCH OR TEMPORARILY SEEDDED AND MULCHED UNTIL PERMANENT SEEDING CAN BE APPLIED. AFTER NOVEMBER 1, DISTURBED AREAS MAY BE LOAMED, FINE GRADED AND DORMANT SEEDDED AT A RATE 200-300% HIGHER THAN THE SPECIFIED PERMANENT SEEDING RATE. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, DISTURBED AREAS SHALL BE GRADED BEFORE FREEZING AND TEMPORARILY STABILIZED WITH MULCH. DISTURBED AREAS SHALL NOT BE LEFT OVER THE WINTER OR FOR ANY OTHER EXTENDED PERIOD OF TIME UNLESS STABILIZED WITH MULCH.
- FROM NOVEMBER 1 TO APRIL 15 ALL MULCH SHALL BE ANCHORED BY EITHER PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL, TRACK OR WOOD CELLULOSE FIBER. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 3%, SLOPES EXPOSED TO DIRECT WINDS AND FOR SLOPES GREATER THAN 8%. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1, THE SAME APPLIES TO ALL SLOPES GREATER THAN 8%.
- SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
- FOR WINTER STABILIZATION, HAY MULCH SHALL BE APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE SHALL BE STABILIZED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW.
- ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE SHALL BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.
- ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, SHALL BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE MDEP.
- MULCH NETTING SHALL BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON SUCH SLOPES.

## E&S INSPECTION/MAINTENANCE DURING CONSTRUCTION

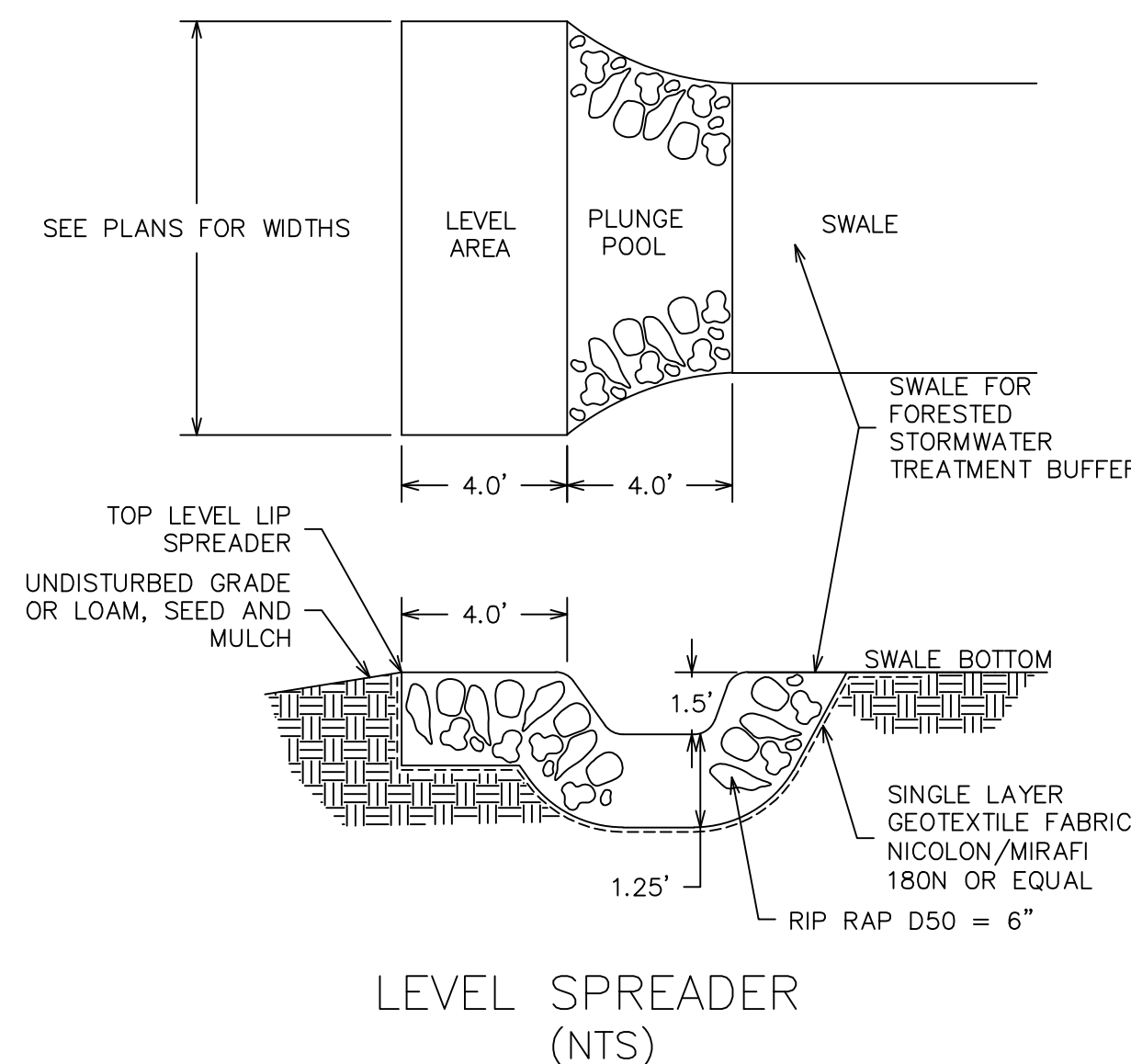
- INSPECTION AND CORRECTIVE ACTION.** INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIALS STORAGE AREAS THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. INSPECT THESE AREAS AT LEAST ONCE A WEEK AS WELL AS BEFORE AND WITHIN 24 HOURS AFTER A STORM EVENT (3" RAINFALL), AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS.
- MAINTENANCE.** IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF ADDITIONAL BMPs OR SIGNIFICANT REPAIR OF BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
- DOCUMENTATION.** KEEP A LOG (REPORT) SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS, MATERIALS STORAGE AREAS, AND VEHICLES ACCESS POINTS TO THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE BMPs THAT NEED MAINTENANCE, BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED. FOR EACH BMP REQUIRING MAINTENANCE, BMP NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL BMPs, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN. THE LOG MUST BE MADE ACCESSIBLE TO DEPARTMENT STAFF AND A COPY MUST BE PROVIDED UPON REQUEST. THE PERMITTEE SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST THREE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.



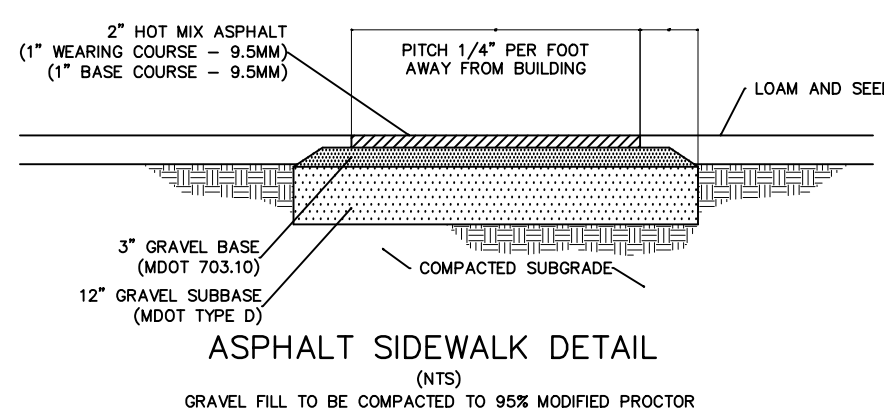
### NOTES:

- GEOTEXTILE: PLACE FILTER CLOTH OVER ENTIRE AREA TO BE COVERED WITH AGGREGATE. FILTER CLOTH WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENTIAL LOT.
- PIPING OF SURFACE WATER UNDER ENTRANCE SHALL BE PROVIDED AS REQUIRED. IF PIPING IS IMPOSSIBLE, A MOUNTABLE BERM WITH A 5:1 SLOPE WILL BE PERMITTED.

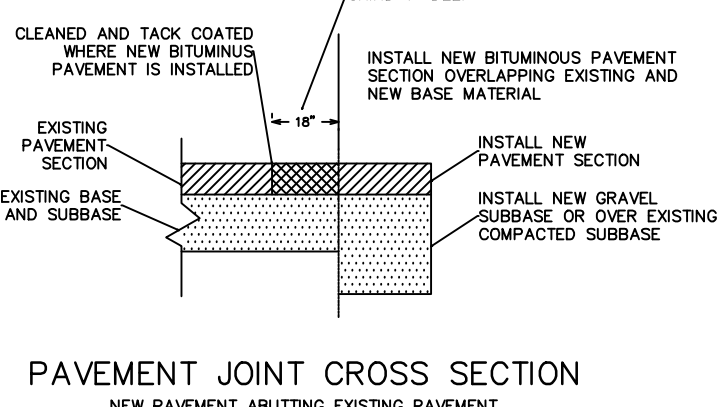
### STABILIZED CONSTRUCTION ENTRANCE (NTS)



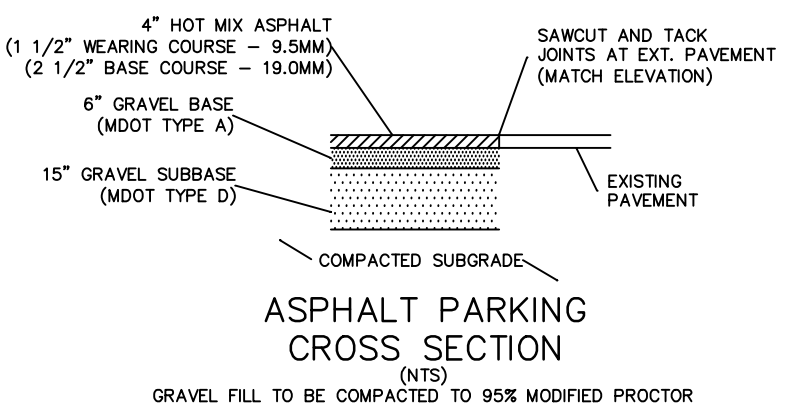
### LEVEL SPREADER (NTS)



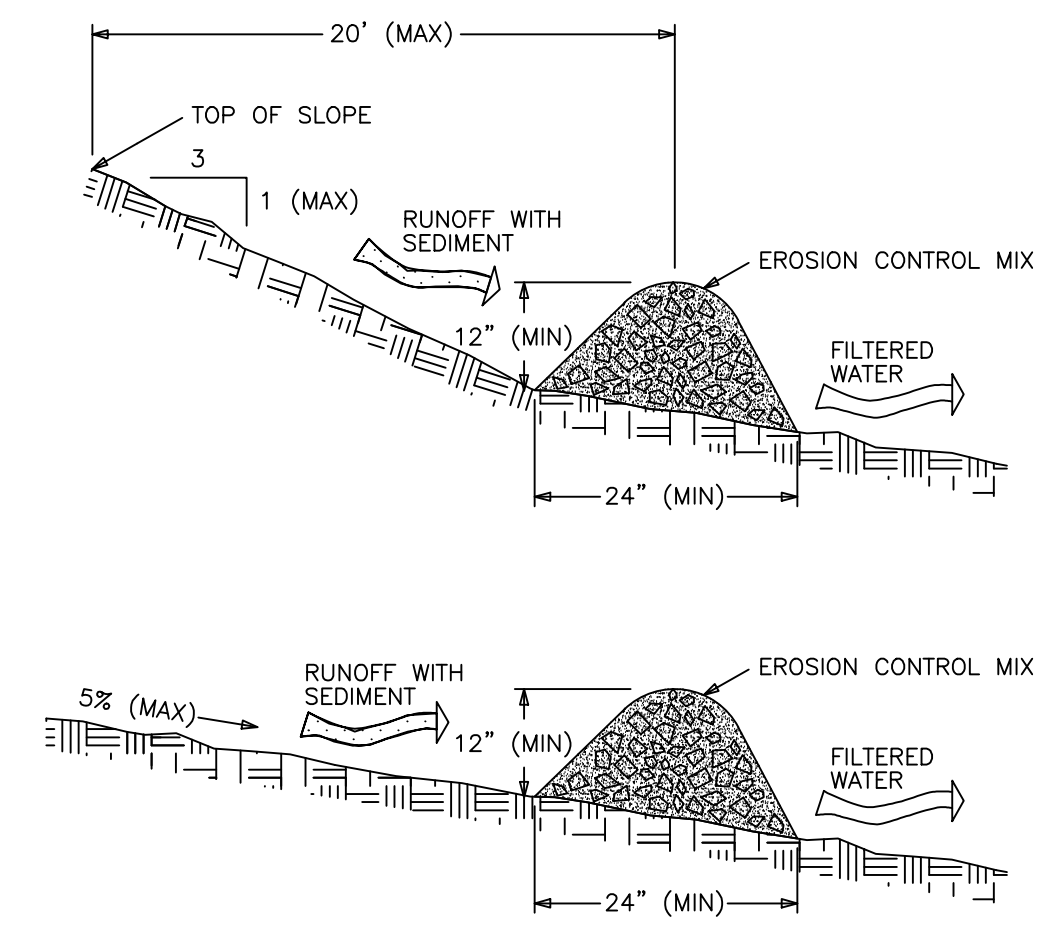
### ASPHALT SIDEWALK DETAIL (NTS)



### PAVEMENT JOINT CROSS SECTION (NTS)



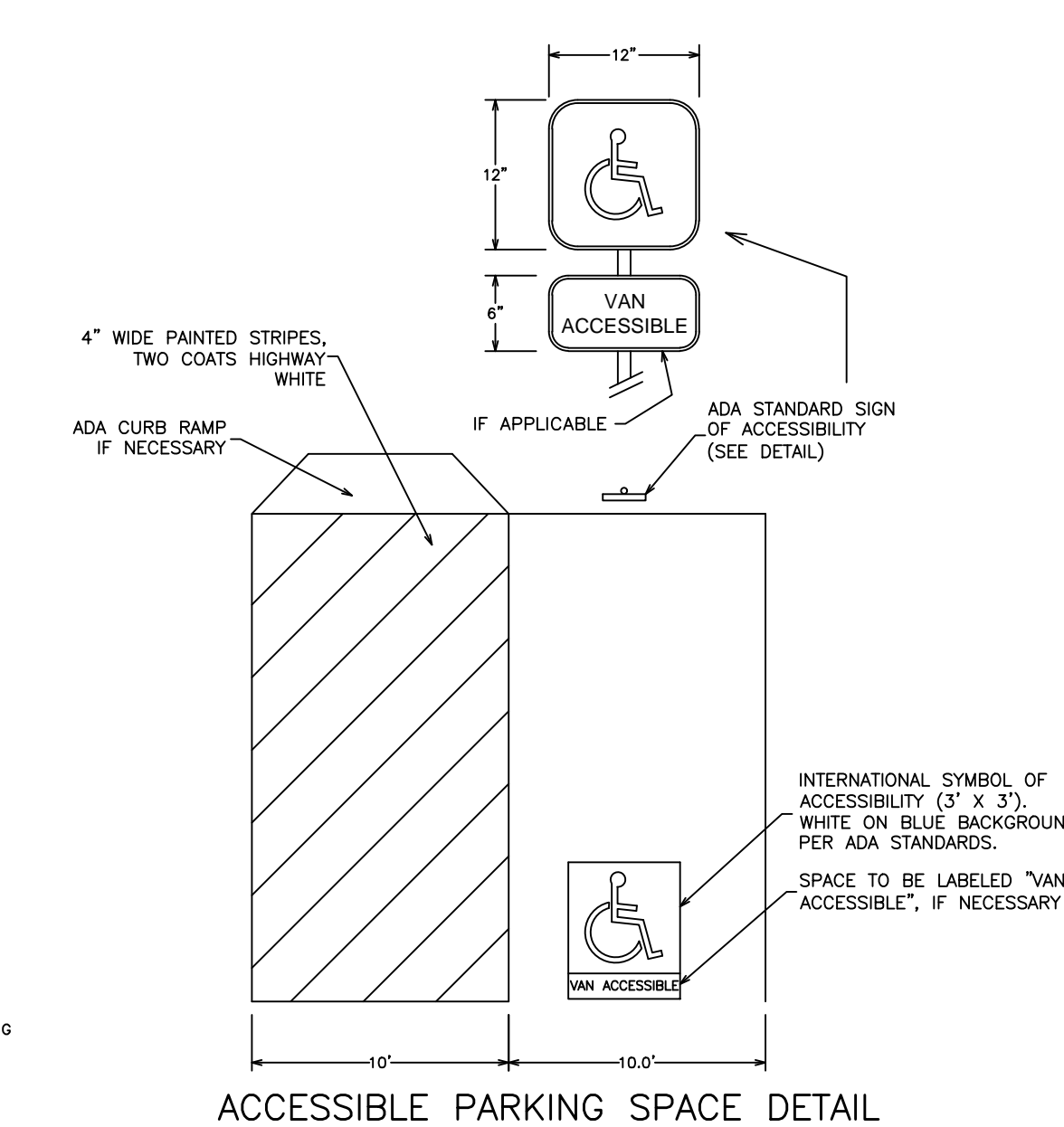
### ASPHALT PARKING CROSS SECTION (NTS)



**EROSION CONTROL MIX COMPOSITION STANDARDS:**

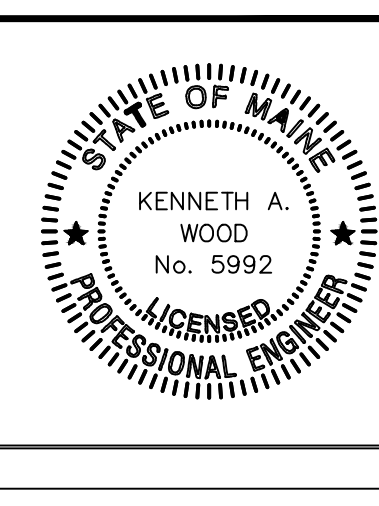
- THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 80 AND 100%, DRY WEIGHT BASIS.
- PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A #8 SCREEN AND A MINIMUM OF 70% MAXIMUM OF 85% PASSING A 0.75" SCREEN.
- THE ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED
- LARGE PORTIONS OF SILTS, CLAYS OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX
- SOLUBLE SALTS CONTENT SHALL BE <4.0 mmhos/cm
- THE pH SHOULD FALL BETWEEN 5.0 AND 8.0

### EROSION CONTROL MIX BERM (NTS)



### ACCESSIBLE PARKING SPACE DETAIL (NTS)

NO.	DESCRIPTION	DATE
E	PLANNING DEPARTMENT REVIEW	05/13/21
D	REVISED LIGHTING PLAN	04/20/21
C	PLANNING DEPARTMENT REVIEW	04/14/21
B	SITE PLAN AMENDMENT	04/05/21
A	PLANNING DEPARTMENT REVIEW	10/30/20
NO.	DESCRIPTION	DATE
REVISIONS		

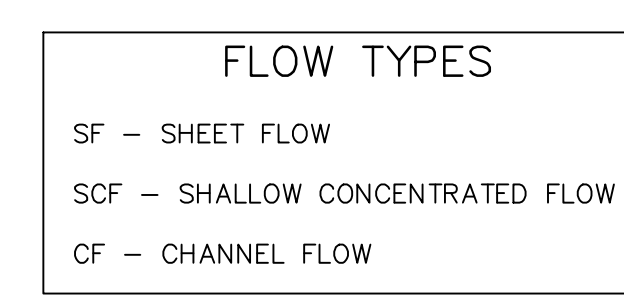
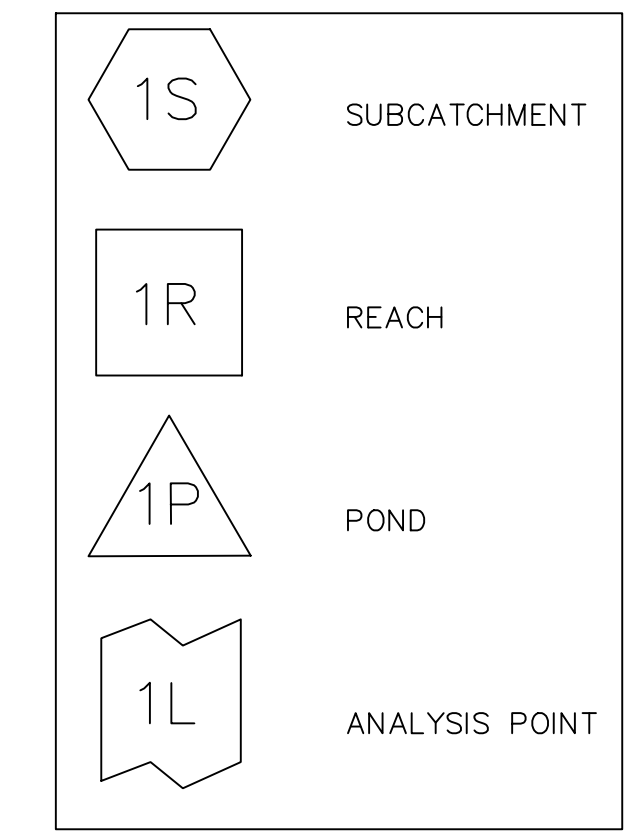
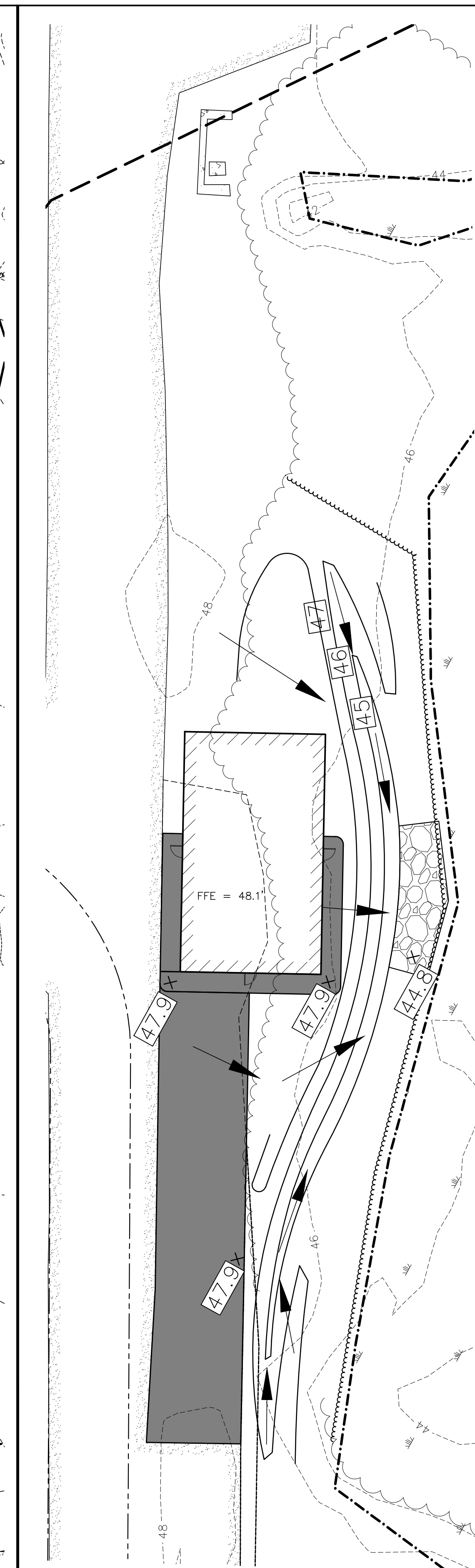
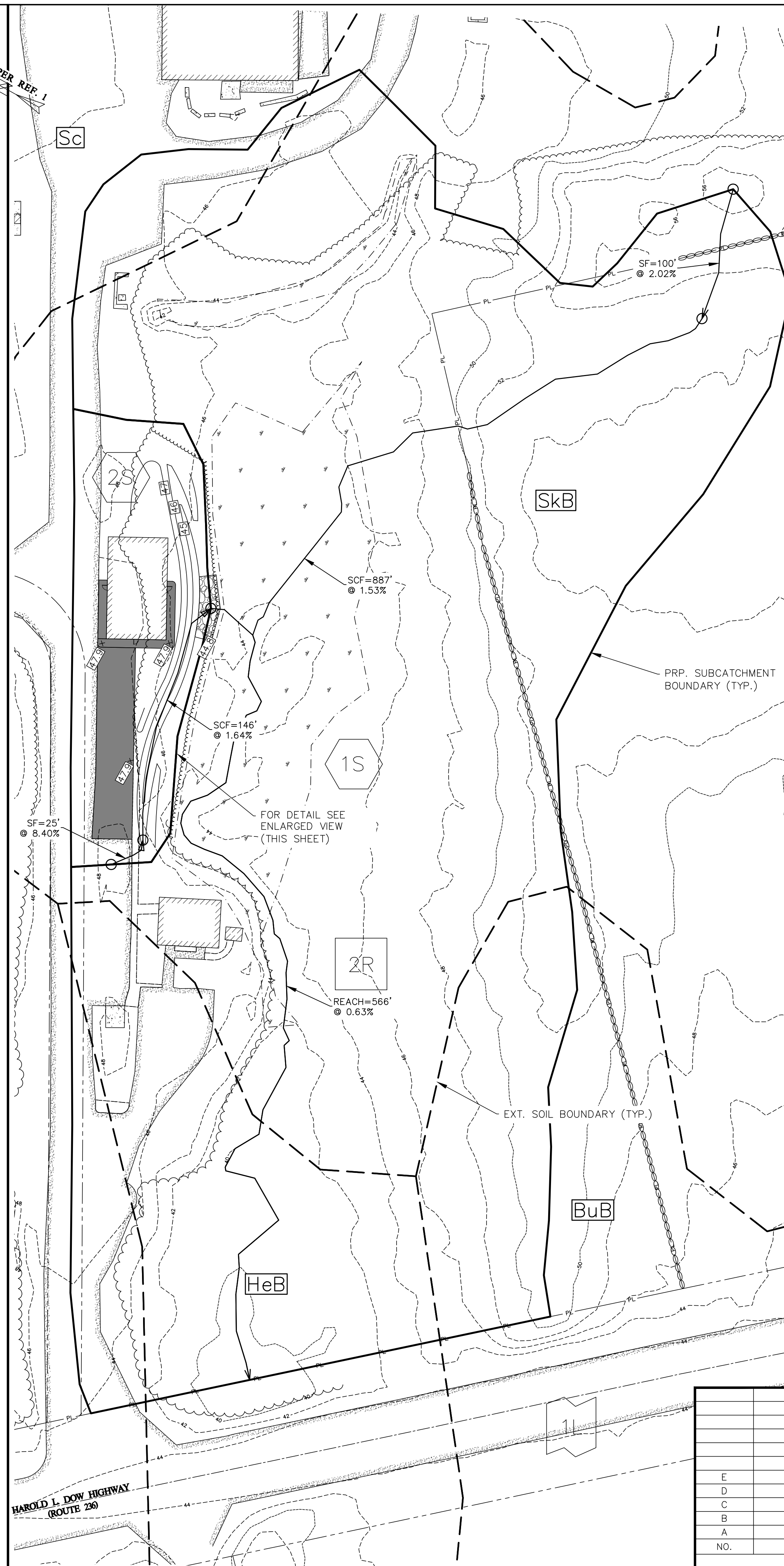
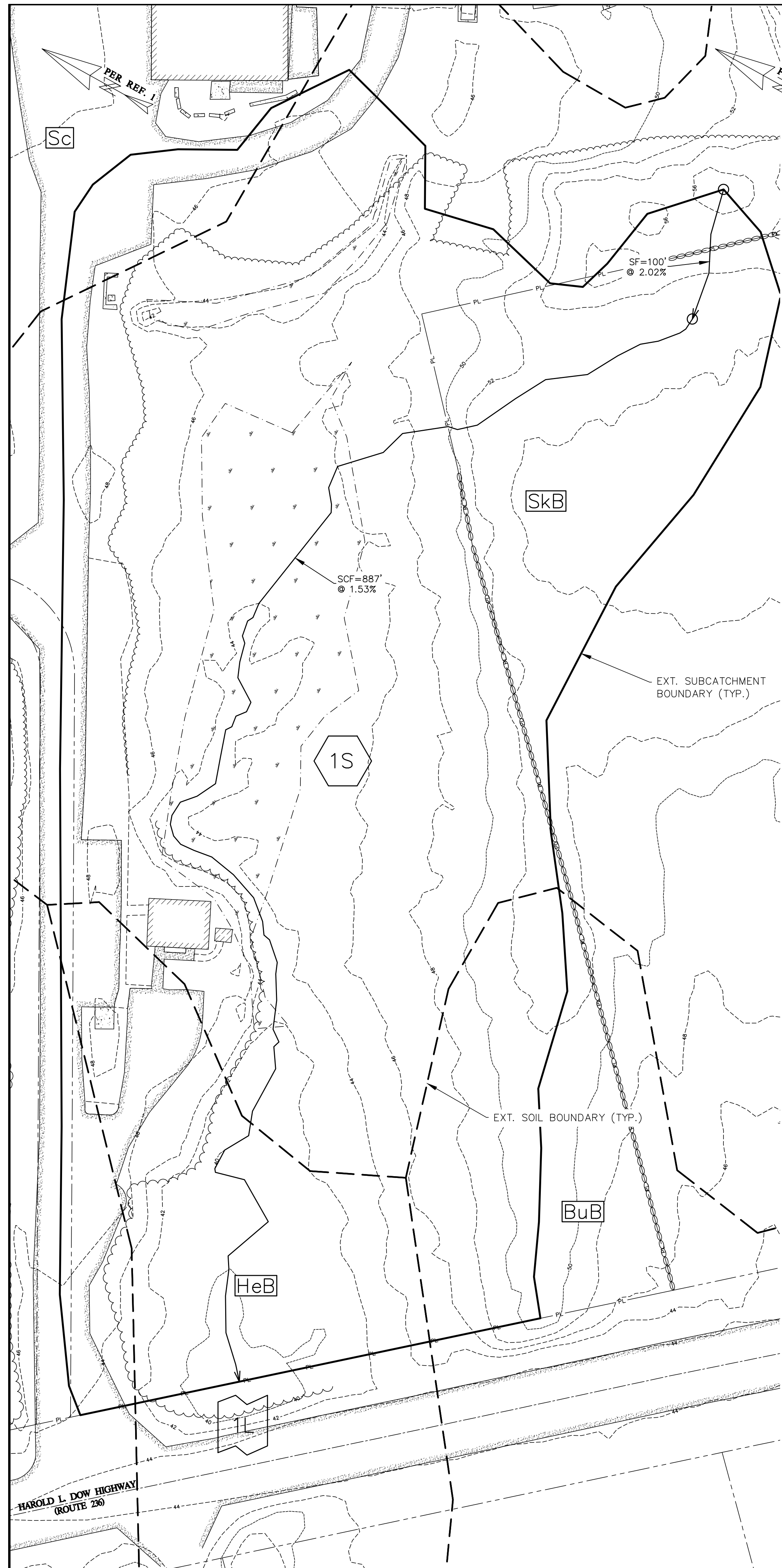


EROSION AND SEDIMENTATION CONTROL PLAN  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE

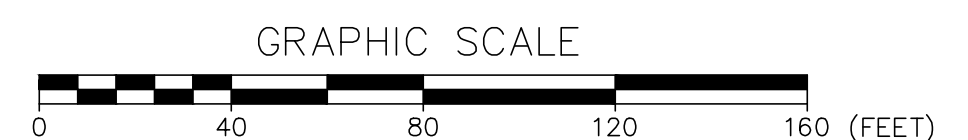
FOR: BLACK HAWK HOLDINGS 276 HAROLD L. DOW HIGHWAY ELIOT, MAINE 03903	
ATTAR ENGINEERING, INC. CIVIL • STRUCTURAL • MARINE • SURVEYING 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128	
SCALE: AS NOTED	APPROVED BY: [Signature]
DATE: 08/18/2020	REVISION DATE: E : 05/13/21
JOB NO: C019-21	FILE: BLACK HAWK BASE_1.DWG
SHEET: 4 OF 5	







LEGEND	
PROPERTY LINE	---
EXT. ABUTTER LINE	---
EXT. PAVEMENT	---
PRP. PAVEMENT	---
EXT. CONCRETE	---
CENTERLINE OF ROAD	---
EXT. BUILDING	---
PRP. BUILDING	---
EXT. STONEWALL	---
EXT. TREELINE	---
PRP. TREELINE	---
EXT. MAJOR CONTOUR	---
EXT. MINOR CONTOUR	---
PRP. MAJOR CONTOUR	---
PRP. MINOR CONTOUR	---
EXT. WETLAND BNDY	---
EXT. WETLAND AREA	---
SOIL TYPE BOUNDARY	---
EXT. SUBCATCHMENT	---
EXT. Tc FLOW LINE	---
EXT. Tc GRADE CALC	---
PRP. SUBCATCHMENT	---
PRP. Tc FLOW LINE	---
PRP. Tc GRADE CALC	---



STORMWATER: EXISTING & DEVELOPED CONDITIONS  
BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY, ELIOT, MAINE

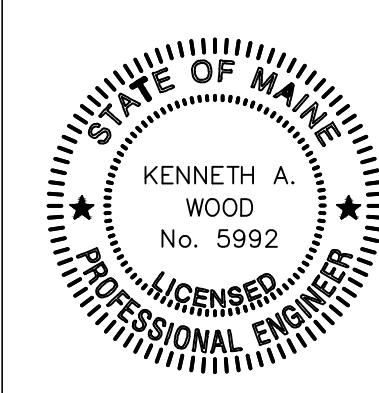
FOR: BLACK HAWK HOLDINGS  
276 HAROLD L. DOW HIGHWAY  
ELIOT, MAINE 03903

**ATTAR ENGINEERING, INC.**  
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING  
1284 STATE ROAD - ELIOT, MAINE 03903  
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'	APPROVED BY:	DRAWN BY: AGC
DATE: 08/18/2020		REVISION DATE: E : 05/13/21

JOB NO: C019-21 FILE: BLACK HAWK BASE\_1.DWG SHEET: 1 OF 1

NO.	DESCRIPTION	DATE
E	PLANNING DEPARTMENT REVIEW	05/13/21
D	REVISED LIGHTING PLAN	04/20/21
C	PLANNING DEPARTMENT REVIEW	04/14/21
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A	PLANNING DEPARTMENT REVIEW	10/30/20
	REVISIONS	



PB24-2: 28-32 Brook Rd. (Map 37/Lot 2-3): Site Plan Amendment and Change of Use – Addition of medical marijuana uses to approved adult use marijuana establishment



# TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board  
 From: Jeff Brubaker, AICP, Town Planner  
 Cc: Wyatt Page, Attar Engineering, Applicant’s Representative  
 Nicholas DeLorey, OBI Lab/Northeast Gold, Applicant  
 Shelly Bishop, Code Enforcement Officer  
 Kim Tackett, Land Use Administrative Assistant  
 Date: February 15, 2024 (report date)  
 February 20, 2024 (meeting date)  
 Re: PB24-2: 28-32 Brook Rd. (Map 37/Lot 2-3): Site Plan Amendment and Change of Use – Addition of medical marijuana uses to approved adult use marijuana establishment

<b>Application Details/Checklist Documentation</b>	
✓ Address:	28-32 Brook Rd.
✓ Map/Lot:	37/2-3
✓ Zoning:	Commercial/Industrial (C/I)
✓ Shoreland Zoning:	Limited Commercial (LC) Protected resource in the shoreland zone: Freshwater wetland > 10 acres
✓ Owner Name:	Oracle Industries, LLC
✓ Applicant Name:	Nicholas DeLorey, OBI Lab/Northeast Gold
✓ Application Received by Staff:	January 18, 2024
✓ Application Fee Paid and Date:	\$125 (\$100 – Site Plan Amendment; \$25 – Change of Use) On or about January 18, 2024
Application Sent to Staff Reviewers:	
Application Heard by PB	
Found Complete by PB	
Site Walk	
Site Walk Notice Publication	
Public Hearing	
Public Hearing Notice Publication	
✓ Reason for PB Review:	Site Plan Amendment, Shoreland Zoning Permit, Change in Use, Site Plan Review for Medical Marijuana Establishment

## Overview

Applicant and seeks to introduce a medical marijuana establishment (a medical marijuana products manufacturing facility) to one of the buildings on the approximately 5.2-acre property at 28-32 Brook Rd. (Map 37, Lot 2-3).

PB24-2: 28-32 Brook Rd. (Map 37/Lot 2-3): Site Plan Amendment and Change of Use – Addition of medical marijuana uses to approved adult use marijuana establishment

The previous PB approval (PB21-2) was on April 20, 2021, approving a Shoreland Zoning Permit Application, Site Plan Amendment, and Change of Use for marijuana establishments (adult use) – a marijuana store, a marijuana products manufacturing facility, and a marijuana cultivation facility. The buildings on the site (labeled 1-3) were approved for the following:

- Building 1: cultivation and retail
- Building 2: manufacturing
  - This requested amendment seeks to co-locate medical marijuana manufacturing with the approved manufacturing
- Building 3: cultivation

Per cover letter: “The applicants propose to make the following amendments to the 2021 approved plan:

- Alter the uses in the ground floor portion of building 2 to additionally include Medical Marijuana uses of the same nature currently utilized by adult recreational use.”

### **Zoning and previous Planning Board actions**

Map 37, Lot 2-3 is in the C/I district and almost entirely within the Limited Commercial (LC) shoreland zoning district. It also includes a >10-acre freshwater wetland. Medical marijuana products manufacturing facilities are allowed in C/I but prohibited in LC [44-34 shoreland land use table, Row 28d], which covers Building 2.

The shoreland zoning also presented an issue during the PB21-2 review. This was before the June 2021 Town Meeting/Election, when the shoreland zoning land use table was updated to specify adult use/medical marijuana establishment allowability. While industrial uses – in 2021, as now – are prohibited in LC, they had been in longstanding use on the property, with an associated record of PB approvals. In December 2001, the PB approved the first two buildings, toward the front of the site along Brook Rd. with a Conditional Use Permit (CUP). The record shows that the proposal was clearly industrial in nature, and that the SPR application sought approval for industrial use. On June 19, 2007, the Planning Board approved an amendment to add Building 3, the warehouse building in the rear of the site. The lot was created via a commercial subdivision approved by the Planning Board. It is not clear how, if at all, the shoreland zoning restrictions were dealt with at this time.

This provided a context for 44-32(d)(3), regarding nonconforming uses in the shoreland zone, to be cited during review of PB21-2 – including the review of a presumptively prohibited “industrial use” – the adult use marijuana products manufacturing facility in Building 2.

### **Nonconforming uses in the shoreland zone**

Section 44-32(d)(3) allows an existing nonconforming use to be changed to another nonconforming use “provided that the proposed use has no greater adverse impact on the subject and adjacent properties and resources, than the former use, as determined by the planning board.” This requires the applicant to provide written documentation required in 44-32(c)(5): “regarding the probable effects on public health and safety, erosion and sedimentation, water quality, fish and wildlife habitat, vegetative cover, visual and actual points of public access to waters, natural beauty, floodplain

PB24-2: 28-32 Brook Rd. (Map 37/Lot 2-3): Site Plan Amendment and Change of Use – Addition of medical marijuana uses to approved adult use marijuana establishment

management, archaeological and historic resources, and commercial fishing and maritime activities, and other functionally water-dependent uses.”

The applicant provided the documentation above, the Building 2 adult use manufacturing was approved as part of the overall approval, and the PB’s Findings of Fact #15-16 and Conclusion #4 in the Notice of Decision reflect this.

Because the applicant once again proposes a presumptively nonconforming use in LC, it is recommended that they once again provide the 44-32(d)(3) / 44-32(c)(5) written justification for the PB’s review.

### **Minor site plan revision**

Almost all marijuana or medical marijuana establishment SPR applications require “full” site plan review, but under changes adopted by voters in June 2023 [33-190(13)], applicants may seek “minor” amendments under 33-140 in limited cases (excerpts from certified ordinance amendment):

- a. The application does not propose to add any new marijuana establishments or medical marijuana establishments or change from one marijuana establishment or medical marijuana establishment to another, except if such an addition or change is limited to:**
  - 1. The addition of a medical marijuana products manufacturing facility to a marijuana products manufacturing facility**
  - 2. A change of use from a marijuana products manufacturing facility to a medical marijuana products manufacturing facility;**
- b. The application does not propose an increase to the total gross floor area devoted to marijuana or medical marijuana uses; and,**
- c. The application does not propose any change that is likely to increase trip generation for a marijuana store.**

The application appears to meet these criteria, except that the cover letter and Request for Planning Board Action description are vague about new uses sought. The application should simply state (as is clearer on Note 1 of the Site Plan) that the only specific new use sought is a medical marijuana products manufacturing facility co-located in Building 2 with the approved adult use manufacturing use.

### **Status of permitting on the site per previous approval**

The Code Enforcement Officer has confirmed that no Certificates of Occupancy have been issued for the renovated buildings as approved by PB21-2. Construction work appears to be ongoing, and there is no indication to me at the time of writing this staff report that the site improvements included in the PB21-2 site plan are done (including stormwater facilities, parking changes, etc.).

Therefore, the shoreland zoning permit application is presumptively already expired under Section 44-45, and the site plan approval component is presumptively nearing expiration under the three-year substantial completion timeline of 33-59.

PB24-2: 28-32 Brook Rd. (Map 37/Lot 2-3): Site Plan Amendment and Change of Use – Addition of medical marijuana uses to approved adult use marijuana establishment

This suggests that PB review should ideally include review of an extension of the previous approval / new shoreland zoning permit application. It is up to the applicant how they address this.

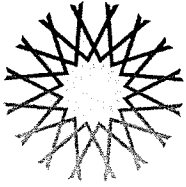
**Recommendation**

Ask that the applicant withdraw the application and submit a new application that addresses the above, or at least revise the application to address the presumptive shoreland zoning expiration/site plan review near-expiration. A minor amendment may continue to be sought for the introduction of the medical marijuana products manufacturing facility in Building 2.

\*\*\*

Respectfully submitted,

Jeff Brubaker, AICP  
Town Planner



# ATTAR

ENGINEERING, INC

CIVIL · STRUCTURAL · MARINE

Mr. Jeffery Brubaker, AICP, Town Planner  
Town of Eliot, Maine  
1333 State Road  
Eliot, Maine 03903

January 18<sup>th</sup>, 2024  
Project No. 23139

**RE: Request for Planning Board Action - Minor Site Plan Amendment  
OBI Lab/Northeast Gold (Tax Map 37, Lot 2-3)  
32 Brook Road, Eliot, Maine**

Dear Mr. Brubaker:

On behalf of landowner Nicholas DeLorey & OBI Lab/Northeast Gold, I have enclosed a Request for Planning Board Action, revised plans and supporting documents for your review and consideration.

The site contains 5.2 acres and is located at 32 Brook Road. The Planning Board reviewed and approved a site plan in 2021 that included building 2's adult use marijuana manufacturing, adult use marijuana cultivation, and adult use retail marijuana store in addition to ancillary office uses. The total square footage of 2-story building's footprint was approved to be 3,600 s.f.

The applicants propose to make the following amendments to the 2021 approved plan:

- Alter the uses in the ground floor portion of building 2 to additionally include Medical Marijuana uses of the same nature currently utilized by adult recreational use.

We anticipate that this application will be considered a minor amendment because the total gross floor area devoted to marijuana uses is not being increased beyond the previously approved amount, waste disposal and security measures remain the same, and the other proposed revisions and minor in nature.

We have confirmed that traffic impact will not change; there is no difference in traffic trip generation rate between adult use retail and medical dispensary marijuana uses. There will be no additional employees resulting from the proposed changes.

We look forward to discussing this project with the Planning Board at the next available meeting. Please contact me for any additional information or clarifications required.

Sincerely;

Wyatt Page  
Project Engineer

cc: Nicholas DeLorey



# TOWN OF ELIOT

1333 STATE RD. , ELIOT, ME 03903

## REQUEST FOR PLANNING BOARD ACTION

(FOR MISCELLANEOUS USES OR CHANGES)

Applicant Nicholas DeLorey  
 Mailing Address 13 Eldredge Road City Eliot State ME Zip 03903  
 Telephone # (603)781-6781 Email address deloreycd@gmail.com  
*(TO RECEIVE MEETING NOTICES)*

Property Owner Nicholas DeLorey  
 Mailing Address 13 Eldredge Road City Eliot State ME Zip 03903

Property address 32 Brook Road Tax Map # 37 Lot # 2-3  
 Size (acres) 5.2 Zoning District Commercial/Industrial Shoreland Overlay District? Limited Commercial, Stream and Wetland Protection

Conforming Lot?  YES  NO      Conforming Use?  YES  NO      Conforming Structure?  YES  NO

- Legal interest in property identified by applicant by:
- Owner (copy of deed &/or tax records)
  - Pending Owner (copy of purchase & sale agreement)
  - Lease (copy of lease agreement with owners & applicants signature)
  - Corporate Officer (letter from corporation)
  - Other (identify: \_\_\_\_\_)

Nature of action requested:  
 (Example: *Request to amend a a previously approved site plan by adding a 10' x 20' addition*)  
Request to amend the Site Plan previously approved in 2021 as described in the attached cover letter.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attach ten (10) copies of sketch plan of property showing in approximate dimensions, all zoning districts, existing/proposed structures, parking areas, streets, entrances, existing and proposed setbacks, proposed lot divisions, proposed open space to be preserved, common areas, site & public improvements and facilities, any areas of excavation and grading, and any other criteria needed to evaluate request. Sketch plan is not required if so advised by the Planning Assistant.

Applicants signature *Nicholas DeLorey* Agent Date 1/18/2024

Property owners signature \_\_\_\_\_ Agent Date \_\_\_\_\_

TO BE COMPLETED BY PLANNING ASSISTANT	
Date application received by PA _____	PA signature _____
Sketch plan required?    YES    NO	
FEE AMOUNT \$ _____	DATE PAID: _____ FORM OF PAYMENT: _____



**Return to:**  
Noucas Law Office  
500 Market Street, Suite 8  
Portsmouth, NH 03801

DLN: 1002140149130

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, **BMT ENTERPRISES, a New Hampshire Partnership**, whose only partners are **MARK P. BARLOW and RANDY TOWNSEND**, of 10 Nordic Lane, Rollinsford, Strafford County, New Hampshire, its successors or assigns, for consideration paid, grant to **ORACLE INDUSTRIES LLC**, a Maine limited liability company of 13 Eldredge Road, Eliot, Maine, with **WARRANTY COVENANTS**, the following described property situated at Brook Road/Julie Lane, Eliot, Maine, and more particularly described as follows:

### PARCEL 1

A certain lot or parcel of land situated on the northwesterly side of Route 236, also known as H. L. Dow Highway, in the Town of Eliot, County of York and State of Maine, and being "LOT 3" as shown on a certain plan entitled "SUBDIVISION PLAN LIBBEY SUBDIVISION MAP 37, LOT 2 ROUTE 236, ELIOT, MAINE FOR: ALBERT LIBBEY", dated July 28, 1995, by Attar Engineering, Inc., and approved by the Town of Eliot Planning Board on August 15, 1995, and recorded in the York County Registry of Deeds at Plan Book 227, Page 2. Said lot is more specifically bounded and described as follows:

Beginning at an iron pin located at the southwesterly corner of Lot 2 as shown on the aforementioned plan, and which pin is also located South 60° 50' 46" West a distance of 517.00 feet from the northwesterly sideline of said Route 236, and thence proceeding in the same direction a distance of 197.62 feet to a point; thence proceeding on a curve to the northwest having a radius of 205.00 feet a distance of 161.01 feet to a point; thence proceeding North 74° 09' 14" West a distance of 99.74 feet, more or less, to a point; thence proceeding on a curve to the northwest having a radius of 255.00 feet a distance of 88.57 feet to the centerline of the Great Brook; thence turning and proceeding in a mostly

Maine R.E. Transfer Tax Paid

northeasterly direction along the centerline of the Great Brook a distance of 425 feet, more or less, to a point at land now or formerly of David P. Libbey; thence turning and proceeding North 60° 34' 47" East a distance of 388.77 feet, more or less to an iron pin marking the northwest corner of Lot 1 as shown on the aforementioned plan; thence turning and proceeding South 29° 25' 13" East a distance of 296.55 feet along said Lot 1 to an iron pin at said Lot 2; thence turning and proceeding South 60° 34' 47" West a distance of 98.74 feet along said Lot 2 to an iron pin; thence turning and proceeding South 29° 09' 14" East a distance of 248.54 feet along said Lot 2 to an iron pin and being the place of beginning. Containing 5.35 acres of land, more or less.

The lot conveyed hereby is conveyed together with a right-of-way in common with Albert Libbey, his heirs, successors and assigns, over a certain 50.00 foot right-of-way running from the westerly sideline of said Route 236 along the southerly sideline of said Lot 2 and Lot 3 to other land of Libbey shown as Lot 4 on the aforementioned plan for the purposes of access, ingress and egress, and for the installation of utilities, and for all purposes consistent with the use of a right-of-way.

Being the same premises conveyed to BMT Enterprises by Warranty Deed from Albert H. Libbey dated January 30, 2002, and recorded in the York County Registry of Deeds in Book 11368, Page 65; and conveyed by BMT Enterprises by Warranty Deed to ISF Properties LLC, dated March 28, 2007, and recorded in the York County Registry of Deeds at Book 15117, Page 0155; and further being the same premises described in a Deed in Lieu of Foreclosure from ISF Properties, LLC, Island Seaford LC and Island Seafood Holdings, Inc. to BMT Enterprises dated January 8, 2010 and recorded in the York County Registry of Deeds in Book 15809, Page 646.

## **PARCEL2**

A certain lot or parcel of land, with the buildings thereon, situated in Eliot, County of York and State of Maine, lying on the southerly side of Julie Lane, said parcel being further bounded and described as follows:

Beginning at 5/8" iron rod set in the ground on the southerly sideline of Julie Lane, said point of beginning being the northeasterly corner of the herein described parcel; thence turning and running South 22° 07' 57" East 300.72 feet to a 5" iron rod set in the ground at other land now or formerly of BMT Enterprises; thence turning and running South 60° 34' 47" West by and along other land now or formerly of BMT Enterprises 228.77 feet to a monument set in the ground; thence turning and running South 36° 48' 01" West by and along other land now or formerly of BMT Enterprises 190.00 feet to a monument set in the ground; thence continuing on the same course approximately 12 feet to a point and other land now or formerly of BMT Enterprises; thence turning and running in a northerly direction by and along the center line of a brook 180.00 feet, more or less, to a point; thence continuing North 13° 28' 45" West by and along other land now or formerly of Julie Lane, LLC 400.01 feet to a

monument set in the southerly sideline of Julie Lane; thence turning and running North 75° 48' 49" East by and along the southerly sideline of Julie Lane 328.57 feet to a 5/8" iron rod set in the ground and the place of beginning. Containing 3.0 acres.

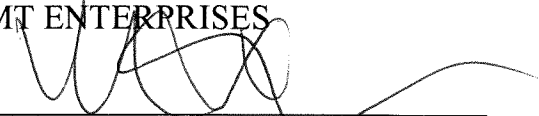
The courses and distances are derived from a plan entitled "Lot Line Adjustment and Division of Land Plan for Property at 32 Brook Road, Eliot, York County, Maine owned by: BMT Enterprises, C/O Randy Townsend, 32 Brook Road, Eliot, Maine 03903" by North Easterly Surveying, Inc. dated March 22, 2006 to be recorded in the York County Registry of Deeds. The above-described and conveyed property is labeled PROPOSED PARCEL ONE on the above-described plan.

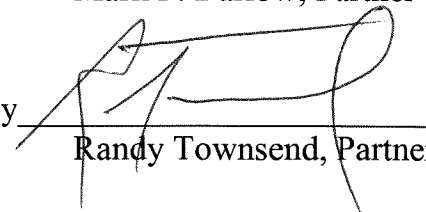
Being the same premises conveyed to BMT Enterprises by Warranty Deed of Julie Lane, LLC, dated December 13, 2006, and recorded in the York County Registry of Deeds at Book 15036, Page 887.

WITNESS my hand this 17 day of June, 2021.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness


BMT ENTERPRISES  
By   
\_\_\_\_\_  
Mark P. Barlow, Partner

By   
\_\_\_\_\_  
Randy Townsend, Partner

STATE OF Maine  
COUNTY OF York

June 17, 2021

Personally appeared **MARK P. BARLOW and RANDY TOWNSEND**, in their capacities, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained. Before me,

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Scott M. Edmunds  
ATTORNEY AT LAW

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between **BMT Enterprises, a New Hampshire partnership, whose only partners are Randy Townsend and Mark P. Barlow**, with a principal place of business at 10 Nordic Lane, Rollinsford, New Hampshire 03869 (hereinafter "**Seller**"), and **NICHOLAS DELOREY**, an individual with a mailing address of \_\_\_\_\_, Eliot, Maine 03903, or his nominee or assigns (hereinafter "**Buyer**").

In consideration of the mutual covenants and representations herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### 1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of the Seller's assignable and transferable right, title and interest in and to the following described property (herein collectively called the "**Property**"):

(a) Certain tracts of land and improvements thereto, located in Eliot, York County, Maine, consisting of 8.2 acres, more or less, that are known as Tax Map 36, Lot 9-6 and Tax Map 37, Lot 2-3 and are more particularly described by Deeds recorded in the York County Registry of Deeds at Book 15036, Page 887 and Book 15809, Page 646;

(b) All buildings, structures and fixtures therein.

### 2. PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be \_\_\_\_\_ Dollars \_\_\_\_\_ and shall be adjusted for prorations as provided for herein.

2.2 Payment Terms. The Purchase Price shall be paid by Purchaser to Seller as follows:

(a) Earnest Deposit in the amount of \$ \_\_\_\_\_ to be applied to the Purchase Price at closing. RT

(b) \_\_\_\_\_ by cash or certified check at closing; *om: H RT*

- (c) A Convertible Promissory Note in the original principal amount of [REDACTED] which may be converted as per addendum dated May 26, 2021, which is attached and signed by all parties.
- (d) A Promissory Note payable, Buyer to Seller in the original principal amount of [REDACTED] payable monthly over Six (6) years at an interest rate of prime plus 2% fixed for 1 year at each April 20, to be secured by a first mortgage on the Property, with no prepayment penalty.

### 3. EARNEST MONEY

3.1 Earnest Money. Upon execution of this agreement, Buyer shall deliver to Bergen & Parkinson, LLC ("Escrow Agent") the sum of [REDACTED] Dollars ([REDACTED]) (which amount, together with all interest accrued thereon, is referred to herein as the "Earnest Money"), said Earnest Money to be held by Escrow Agent in a non-interest bearing IOLTA account. Seller shall have the option of terminating this Agreement if the full amount of Earnest Money is not delivered to Escrow Agent as prescribed in this Section 4.1. Buyer agrees to promptly deliver or cause Escrow Agent to deliver written acknowledgment that the executed copy of this Agreement and the Earnest Money have been received by and are being held by Escrow Agent pursuant to the terms of this Agreement. If the sale of the Property is consummated under this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price at Closing (as hereinafter defined). If Buyer terminates this Agreement in accordance with any right to terminate granted to Buyer by the terms of this Agreement, the Earnest Money shall be immediately returned to Buyer, and no party hereto shall have any further obligations under this Agreement.

### 4. OBLIGATIONS OF SELLER PRIOR TO CLOSING

The Seller and each of the Selling Partners hereby agree that between the date of this Agreement and the Closing Date, the Seller will:

4.1 Seller shall continue to insure the premises against fire or casualty until closing. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of the deed to the Buyer, unless the premises have previously been restored to their former condition by the Seller. If the loss exceeds [REDACTED], the Buyer shall have the option to rescind this Agreement and have any deposit paid hereunder refunded

4.2 Seller shall not assign, sell, lease or otherwise transfer or dispose of any of the assets used in the performance of its business except in the normal and ordinary course of business.

4.3 Seller shall maintain the property, buildings and fixtures in their present condition, reasonable wear and tear and ordinary usage excepted.

### 5. CLOSING

## 5. CLOSING

5.1 Closing. The Closing (the “**Closing**”) shall be held at The Law Offices of Bergen & Parkinson, LLC, 62 Portland Road, Ste. 25, Kennebunk, Maine on or before June 1, 2021, (the “**Closing Date**”), unless the parties mutually agree in writing upon another place, time or date.

5.2 Possession. Possession of the Property shall be delivered to Buyer at the Closing.

5.3 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, one-half (½) of any transfer and documentary stamp taxes due on the transfer of the Property; Buyer shall pay, on the Closing Date, all recording costs; one-half (½) of any transfer and documentary stamp taxes due on the transfer of the Property and all costs associated with its financing which will be prepared by Buyer’s Counsel but subject to the review and approval of Seller.

5.4 Buyer's Obligations at the Closing. At the Closing, Buyer shall deliver to Seller the following:

(a) The Purchase Price by good funds.

(b) Evidence of Authority. Such organizational and authorizing documents of Buyer as shall be reasonably required by Seller authorizing Buyer's acquisition of the Property pursuant to this Agreement and the execution of this Agreement and any documents to be executed by Buyer at the Closing.

(c) The Convertible Promissory Note, Seller Financing Promissory Note, the Mortgage, Security Agreement and UCC-1 Financing Statement securing the Seller’s Notes in a form acceptable to Seller’s legal counsel.

5.5 Seller’s Obligations at Closing. At closing, the Seller shall deliver to Buyer the following:

(a) Warranty Deed(s) conveying all the Seller’s right, title and interest in the land and buildings referred to above.

5.6 Contingencies. None.

5.7 Use of Premises by Buyer. Seller shall have the right to use the premises post-closing for no rent for a reasonable period of time necessary to wind up Island Seafood business operations on the premises, but in no event shall said use extend more than Three (3) months from the Closing Date.

## 6. BUYERS REVIEW PRIOR TO CLOSING

Commencing upon the execution of this Agreement and ending forty-five (45) days following the execution of this Agreement (the "Review Period"), the following matters shall be conditions precedent to Buyer's obligation under this Agreement:

6.1 Title. Title shall be good, marketable and insurable title, and be acceptable to Buyer's Attorney. Title to the Premises shall be free and clear of all pledges, security interests or other encumbrances, and of all agreements, leases, easements, restrictions. If Buyer asserts any defect in title within the Review Period that would make Seller unable to give title to the Premises as described above, then Buyer shall notify Seller and Seller shall have thirty (30) days after receipt of notice of such defect within which to either remedy or cure any such defect of title and the Closing Date shall be extended accordingly, if necessary. If such defects of title are not corrected or remedied within such time period, then buyer shall elect to either (i) accept title to the Premises subject to the uncured defects of title without reduction of the purchase price and without any right to damages or other liability on the part of Seller, or (ii) terminate this Agreement and have the deposit along with any accrued interest, returned to it, and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement. If Buyer fails to give notice to Seller on or before the expiration of the time period provided above, Buyer shall be deemed to be satisfied with such matters and the conditions precedent in this Section shall be deemed to be satisfied.

6.2 Notwithstanding anything to the contrary contained herein, Seller shall have no obligations to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to eliminate or modify any of the Buyer's Objections; provided, however, Seller shall, within ten days of Seller's receipt of Buyer's Objections, deliver written notice to Buyer of its intent to either cure or not cure each of the Buyer's Objections; provided further that the failure to deliver such notice shall be deemed to be Seller's election not to cure the Buyer's objections. In the event Seller is unable or unwilling to eliminate or modify all of Buyer's Objections to the satisfaction of Buyer, Buyer may (as its sole and exclusive remedy) terminate this Agreement by delivering notice thereof in writing to Seller by the later to occur of (i) the Closing Date or (ii) five (5) days after Seller's written notice to Buyer of Seller's intent to not cure one or more of such Buyer's Objections, in which event neither party shall have any obligations hereunder.

## 7. RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Buyer may either at or prior to Closing (a) terminate this Agreement, or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyer at the Closing and there shall be no reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage in excess of \$250,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not elect to

repair, Buyer may either at or prior to Closing (a) terminate this Agreement, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expenses and costs incurred by Seller to repair or restore the Property and any portion of such proceeds paid or to be paid on account of the loss of rents or other income from the Property for the period prior to and including the Closing Date, all of which shall be payable to Seller), to the extent the amount of such insurance does not exceed the Purchase Price, shall be assigned to Buyer at the Closing. If the Property, or any part thereof, suffers any damage less than \$250,000.00 prior to the Closing, Buyer agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage plus an amount equal to Seller's deductible under its insurance policy and there shall be no reduction in the Purchase Price.

## 8. DEFAULT

**8.1 Breach by Seller.** Except as Buyer's remedies may otherwise be expressly limited by the terms of this Agreement:

(a) In the event that Seller shall fail to consummate the transactions contemplated by this Agreement for any reason, except Buyer's default or a termination of this Agreement by Buyer or Seller pursuant to a right to do so under the provisions hereof, Buyer, as its sole and exclusive remedies may either (i) terminate this Agreement, receive a refund of the Earnest Money, and pursue Seller for actual damages; (ii) pursue the remedy of specific performance of Seller's obligations under this Agreement.

(b) Any action for specific performance shall be subject to the following: (1) any such suit for specific performance must be filed within the applicable statute of limitations, (2) Buyer is not in default under this Agreement, (3) Buyer has provided sufficient evidence that Buyer is able to close and (4) Buyer has furnished fifteen (15) days prior written notice to Seller of its intent and election to seek specific enforcement of this Agreement. Buyer hereby agrees that prior to its exercise of any right or remedies as a result of any defaults by Seller, Buyer will first deliver written notice of said default to Seller and give Seller ten (10) days thereafter in which to cure said default, if Seller so elects. In no event whatsoever shall Buyer file any instrument of record against title to the Property until it has complied with the provisions above. If for any reason the remedy of specific performance is denied Buyer following all available court proceedings, or Buyer discontinues the action for specific performance, then all funds deposited by Buyer pursuant to (3) above shall be returned to Buyer and the Seller shall then be released from any further liability to Buyer in reference to this Agreement.

**8.2 Breach by Buyer.** If Buyer fails to comply with this Agreement, Seller may terminate this Agreement and thereupon shall be entitled to the Earnest Money as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder (except for the Surviving Obligations). Seller and Buyer have made this provision for liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder because it would be difficult to



calculate, on the date hereof, the amount of actual damages for such breach, and Seller and Buyer agree that these sums represent reasonable compensation to Seller for such breach.

## 9. REPRESENTATIONS AND WARRANTIES

9.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that (a) Buyer's will be duly organized and in good standing under the laws of the State of Maine, and is, or shall form an entity that will purchase the Property pursuant to the terms of this Agreement that is, qualified to do business in the State of Maine and has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and Buyer has obtained all necessary partnership and corporate authorizations required in connection with the execution, delivery and performance contemplated by this Agreement and has obtained the consent of all entities and parties necessary to bind Buyer to this Agreement, and (b) neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Buyer, or any partner or related entity or affiliate of Buyer, is a party or by which Buyer, any partner or related entity or affiliate of Buyer, or any of Buyer's assets is bound. Buyer's representations and warranties contained herein must be true and correct through the Closing Date, and Buyer's failure to notify Seller prior to the Closing Date of any inaccuracies shall be a default by Buyer under this Agreement.

9.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer that (a) Seller has the full corporate right, power, and authority, without the joinder of any other person or entity, to enter into, execute and deliver this Agreement, and to perform all duties and obligations imposed on Seller under this Agreement, (b) neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller or any of Seller's assets is bound, (c) Seller is in possession of and has good title to all property to be conveyed to Buyer pursuant to the terms of this Agreement, (d) all federal, state, local and foreign tax returns (including, without limitation, all income tax, social security tax, payroll, unemployment compensation, sales and use, excise, property and business profits taxes) required to be filed by Seller have or will be timely filed with the appropriate office in which such reports are required to be filed; and all federal and state and other such taxes of Sellers related to their business or operation prior to the Closing Date have been paid or adequate provision for full payment has been made, (e) Seller has not received any notice of, and to the best of Seller's knowledge there are no, actions, suits, claims or proceedings pending or threatened by or against the Seller, at law or in equity, before or within the jurisdiction of any federal, state, municipal or other governmental court, department, commission, board, bureau or instrumentality, and (f) there are no damage claims for property or other losses, pending or threatened to the best of Seller's knowledge, by any tenant relative to their occupancy of the Property.

## 10. SURVIVAL AND INDEMNIFICATION

10.1 Survival. The representations and warranties contained in this Agreement and in all certificates delivered hereunder shall survive the Closing.

10.2 Indemnification by Seller. Seller, jointly and severally, will indemnify, defend and hold harmless Buyer from and against any and all claims, demands or suits, losses, liabilities, damages (including consequential or special damages), obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) asserted against or suffered by Buyer relating to, resulting from or arising out of their liabilities and obligations pertaining to their ownership of the Property, of any covenant, representation, warranty, or agreement of Seller, contained in this Agreement. The amount of this Indemnification shall be limited to the amount of the Purchase Price.

10.3 Indemnification by Buyer. Buyer will indemnify, defend and hold harmless Seller, from and against any and all claims, demands or suits, losses, liabilities, damages (including consequential or special damages), obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) asserted against or suffered by Seller, relating to, resulting from or arising out of the post-Closing obligations pertaining to their ownership of the Property, the post Closing operation of the Property, and any breach by Buyer of any covenant, representation, warranty, or agreement of Buyer contained in this Agreement. -

10.4 Non-Exclusive Remedy. The rights and remedies of Seller and Buyer under this Section 8 are not exclusive or in lieu of any and all other rights and remedies which Seller and Buyer may have under this Agreement or otherwise for monetary relief with respect to any breach of any covenant, representation, warranty, or agreement set forth in this Agreement.

## 11. MISCELLANEOUS

11.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, addressed to such party at the address specified below. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Randy Townsend

295 Route 236  
Berwick, ME 03901

Mark P. Barlow  
10 Nordic Lane  
Rollinsford, NH 03869

With a copy to: James Noucas, Esquire  
500 Market Street  
Portsmouth, NH 03801

If to Buyer: Nicholas Delorey  
  
Eliot, Maine 03903

With a copy to: Scott M. Edmunds, Esq.  
Bergen & Parkinson, LLC  
62 Portland Road, Ste. 25  
Kennebunk, ME 04043

**11.2 Real Estate Commissions.** Neither Seller nor Buyer has retained or authorized any broker or finder to act on Buyer's or Seller's behalf in connection with the sale and purchase hereunder, and neither Seller nor Buyer has dealt with any broker or finder purporting to act on behalf of any other party, Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any other agreement, arrangement or understanding alleged to have been made by Buyer or on Buyer's behalf or any other broker or finder in connection with this Agreement or the transaction contemplated hereby. Seller agrees to indemnify and hold harmless Buyer from and against any and all others claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Seller or on Seller's behalf with any broker or finder, in connection with this Agreement or the transaction contemplated hereby.

**11.3 Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

**11.4 Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

11.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

11.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Maine, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.7 Governing Law. This Agreement shall be governed by the laws of the State of Maine and the laws of the United States pertaining to transactions in such State.

11.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Buyer may assign this to an entity wholly owned by Buyer, but otherwise may not assign Buyer's rights under this Agreement without the prior written consent of Seller, which consent shall not unreasonably withheld or delayed.

11.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

11.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

11.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts and via facsimile which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

11.12 Expiration. The execution of this Agreement by Buyer and the delivery hereof to Seller shall constitute an offer which shall be automatically withdrawn, revoked and terminated unless Seller accepts the same by executing this Agreement and delivering one fully executed counterpart hereof to Buyer prior to \_\_\_\_\_, 2020.

11.13 Effective Date. This Agreement shall be forwarded to Buyer for execution and after execution by Buyer, returned by Buyer to Seller for execution. As used herein, the term "Effective Date" shall mean the date that this Agreement is executed by Seller as reflected by the date beside Seller's signature on the signature page hereof. Upon execution, Seller shall deliver original, executed counterparts of this Agreement to Title Company for execution.

**11.14 No Recordation.** Seller and Buyer hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record in York County, Maine, or any other county or state.

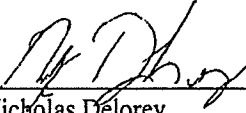
**11.15 Merger Provision.** Except as otherwise expressly provided herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive Closing.

**11.16 Jury Waiver.** BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY BUYER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY BUYER AT CLOSING AND SHALL SURVIVE THE CLOSING OF TERMINATION OF THIS AGREEMENT.


[SIGNATURE PAGE FOLLOWS]

**BUYER:**

\_\_\_\_\_, 2020

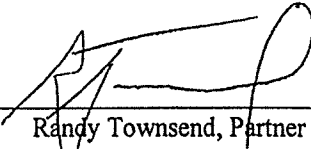
  
\_\_\_\_\_  
Nicholas Delorey

\_\_\_\_\_, 2020

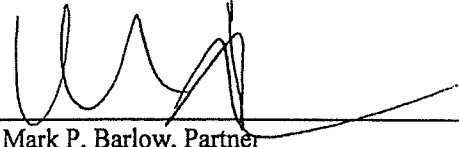
  
\_\_\_\_\_  
Nick Delorey

**SELLER:  
BMT ENTERPRISES**

\_\_\_\_\_, 2020

By:   
\_\_\_\_\_  
Randy Townsend, Partner

\_\_\_\_\_, 2020

By:   
\_\_\_\_\_  
Mark P. Barlow, Partner

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE EARNEST MONEY AND A COPY OF THIS AGREEMENT, AND AGREES TO HOLD AND DISPOSE OF THE EARNEST MONEY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

BERGEN & PARKINSON, LLC

\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Application Received Date: \_\_\_\_\_ Application Complete Date: \_\_\_\_\_

Application Number: \_\_\_\_\_ (Office Use)

**TOWN OF ELIOT**  
**Adult Use Marijuana Stores, Cultivation Facilities, Manufacturing Facilities,**  
**and Testing Facilities Application**

Check the Classification of the Adult Use Marijuana Business:

Marijuana Store       Cultivation Facility       Manufacturing Facility       Testing Facility

Check the Classification of the Medical Marijuana Business:

Marijuana Store       Cultivation Facility       Manufacturing Facility       Testing Facility

**REGULAR APPLICATION FEE: \$1,500**     **EXCHANGE/CONVERSION APPLICATION FEE: \$750**

**Note:** If constructing a new building, contact the Code Enforcement Office.

**Note:** Marijuana Stores, Cultivation Facilities, Manufacturing Facilities, and Testing facilities are restricted to certain areas under the Table of Uses in the Town's Zoning Ordinance and are subject to specific setbacks in the Town's Adult Use and Medical Marijuana Stores, Cultivation Facilities, Manufacturing Facilities, and Testing Facilities Ordinance. You must check with the Town's Planning Office for this information before filing an application for a permit/license.

**Note:** All applicants for any Adult Use Marijuana Business permit/license (except Adult Use Marijuana Testing Facilities) are required to have lived in Maine and paid taxes in Maine for a period of not less than four (4) years immediately preceding the date of application per 28-B M.R.S. c. 1. (This requirement expires on June 1, 2021).

**Note:** Each Marijuana License issued shall be effective for one year from the date of Issuance

**Note:** Renewal applications must be submitted at least 30 days prior to the date of expiration of the annual Local Marijuana License. An application for the renewal of an expired License shall be treated as a new License application.

Map and Lot of Subject Property: Map \_\_\_\_\_ Lot \_\_\_\_\_ Zone: \_\_\_\_\_

Physical Address of Subject Property: 28 Brook Road, Eliot, ME 03903

*If an applicant is a corporation, partnership, or limited liability company, every officer, director, and/or managing partner must be a person who is a resident, and a majority of the shares, partnership interests, membership interests, and/or other equity interests must be held or owned by persons who are residents. This residency requirement does not apply to applicants for testing facility licenses.*

Corporation       Partnership       Limited Liability Company

**Name of Business** (For additional individual(s), attach sheet listing name(s) with the following information):

OBI Labs LLC

Mailing Address: 13 Eldredge Road, Eliot, ME 03903

Telephone: [REDACTED]      Email Address: delorey.cd@gmail.com

Federal Tax Identification Number: [REDACTED]

If a State of Maine application for a Medical Marijuana Business and/or Adult Use Marijuana Business has been filed, but has not yet been granted, attach complete copies. Date(s) filed: \_\_\_\_\_

Is the applicant proposing to surrender their Medical Marijuana Business license and entirely convert to an Adult Use Marijuana Business on their currently licensed premises?  Yes  No

If Yes, attach proof of surrendered license.

**NOTE:** That Adult Use and Medical Marijuana businesses cannot be co-located in the same store. Co-location with cultivation and manufacturing facilities is allowed with restrictions per 28-B M.R.S. §501.

If not included in the Applicant's state License Application please attach the following:

Attested copies of the articles of incorporation and bylaws if the Applicant is a corporation, operating agreement if the Applicant is a limited liability company, evidence of partnership if the Applicant is a partnership, or articles of association and bylaws if the Applicant is an association.

An affidavit that identifies all owners, officers, members, managers, or partners of the Applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years.

A release authorized by 16 M.R.S.A. §620 (6), as may be amended, with the application for each Applicant and for each officer, owner, member, manager, or partner of the Applicant seeking a Local License.

Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of 28-B M.R.S. c. 1?  Yes  No

If Yes, attach evidence that a Medical Marijuana Business had commenced on the property prior to December 31, 2016.

Is the proposed Adult Use Marijuana Business is within 1,000 feet of a public or preexisting private school, and/or within 500 feet of a college, daycare, hospital, religious institution, designated recreation area for children up to 18 years in age, or municipal "safe zone" per 30-A M.R.S. §3253?  Yes  No

Attach a Description of Plan for developing and operating an Adult Use Marijuana Store, Cultivation Facility, Manufacturing Facility, or Testing Facility.

Anticipated date for project commencement: Completed Anticipated date for project completion: Completed

Attach a sketch showing the subject premises, including building footprint, interior layout with floor space to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.

Attach a copy of a Town Tax Map depicting the subject's property lines and any structures containing existing Marijuana Businesses within 1,000 feet of the subject property; the property lines of any public or preexisting private school within 1,000 of the subject's property lines; and the property lines of any established college, daycare, hospital, religious institution, designated recreational area for children up to 18 years, or municipal "safe zone" per 30-A M.R.S. §3253 within 500 feet of the subject's property lines.

State the estimated average number of vehicles per day anticipated on or using the site: (Include owner(s), employee(s), landlord(s), contractor(s), and staff). 6



State the number of parking spaces planned for the site: \_\_\_\_\_

**Note:** The nominal parking dimension is 9'x18'. For more information regarding accessible parking standards, contact the Town's Planning Dept. at 439-1813.

Describe method of sewage disposal for proposed site: Septic

Describe method of water supply to proposed site: Well

Are there additional federal, State or local permits or approvals required?  Yes  No  
If yes, please list:

State the hours and days of operation: (Note: Maximum open hours are between 9 AM to 9 PM)

Sun 8am-8pm Mon 8am-8pm Tues 8am-8pm Wed 8am-8pm Thu 8am-8pm Fri 8am-8pm Sat 8am-8pm

List below the names and addresses of the owners of abutting property and those with property on the opposite side of the street or public way. (Attach a separate sheet if necessary)

Name

Address

Map/Lot

Name	Address	Map/Lot
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FOR MARIJUANA STORES ONLY:**

Describe how you will ensure that the Marijuana Store will not sell, give, distribute, or deliver marijuana or marijuana products to persons who are under the age of twenty-one (21), or to persons who appear to be under the influence of an alcohol, inhalants, or other controlled substance: ( Please check if additional sheets are attached)

Describe how marijuana and marijuana products at the Marijuana Store will be displayed and sold: ( Please check if additional sheets are attached)

**Annual Permit/License Fees** (Payable annually upon Board of Selectmen permit/license issuance):

- Marijuana Store: \$7,500
- Marijuana Cultivation:
  - Tier I Cultivation: Up to 30 mature plants \$1,500
  - Tier II Cultivation: 501-2,000 SF of mature plant canopy: \$3,500
  - Tier III Cultivation: 2,001-7,000 SF of mature plant canopy: \$7,500
  - Tier IV Cultivation: 7,001-20,000 SF of mature plant canopy: \$15,000
  - Nursery Cultivation: Cultivation of not more than 1,000 SF of plant canopy per 28-B M.R.S. §501.3 \$2,000
- Marijuana Manufacturing Facility: \$5,000
- Marijuana Testing Facility: \$500

**Note:** The cost of advertising public hearing notices and the cost of postage for notifying abutters is included in the application fee.

Only sign next to the following statement if you are applying for a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Products Manufacturing Facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Testing Facility license.

      Nicholas J. Delorey      \_\_\_\_\_  
Applicant Signature      Applicant Printed Name      Date

Only sign the following statement if you are applying for a Marijuana Testing Facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.

\_\_\_\_\_  
Applicant Signature      Applicant Printed Name      Date

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF CANNABIS POLICY  
MAINE ADULT USE CANNABIS PROGRAM



This certifies that

**OBI LABS, LLC**

**License Number AMF1348**


**DBA: AURAZ LABS**

has been issued a **CONDITIONAL** license as an  
**ADULT USE CANNABIS PRODUCTS MANUFACTURING FACILITY**  
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

**NOTE: THIS IS NOT AN ACTIVE LICENSE**

Issued on:  
February 15, 2023

Expires on:  
February 14, 2024



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**John Hudak, Director**  
**OFFICE OF CANNABIS POLICY**  
**MAINE ADULT USE CANNABIS**  
**PROGRAM**

To make a complaint about this licensed Adult Use Cannabis Establishment:  
Email: [Licensing.OCP@maine.gov](mailto:Licensing.OCP@maine.gov)



# OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

## Maine Adult Use Local Authorization Form

This Local Authorization Form must be completed by the host municipality, county commissioners or the Maine Land Use Planning Commission. The authorized local official responsible for completing this Form must forward the Form to the Office of Cannabis Policy at [Licensing.OCP@maine.gov](mailto:Licensing.OCP@maine.gov) or 162 State House Station, Augusta, Maine 04333.

**If the authorized local official in receipt of this Form has not recently met with the Office of Cannabis Policy to discuss the local authorization process and OCP's expectations for completion of this Form, please contact Elisa C Ellis, Director of Licensing, at [Licensing.OCP@maine.gov](mailto:Licensing.OCP@maine.gov) or (207) 287-3282 prior to filling it out.**

<b>Section 1: License Information.</b> Information to be completed				
Business Legal Name: OBI LABS, LLC		Business DBA: AURAZ LABS		License Number: AMF1348
License Type: ADULT USE CANNABIS PRODUCTS MANUFACTURING FACILITY				
Mailing Address: 13 ELDREDGE RD ELIOT, ME 03903-2101		Facility Phone: +1 (603) 781-6781		
		Primary Contact Person: NICHOLAS DELOREY		
		Primary Contact Email: deloreycd@gmail.com		
<b>Section 2: Cannabis Establishment and Local Authorization Information.</b> This section to be completed by the Municipality, County Commissioners, or Maine Land Use Planning Commission in receipt of request for Local Authorization.				
Physical Location of Establishment (include unit number)		Municipality/Town/Plantation/Township		County
				State
				ZIP
Tax Map #:		Tax Lot #:		
Owner of Record of the Physical Location Listed Above:				
Date Local Authorization Form Presented to the Municipality, County Commissioners, or Maine Land Use Planning Commission:			Date Local Authorization Form Approved by Municipality, County Commissioners, or Maine Land Use Planning Commission:	
If you are requesting Local Authorization from a <i>municipality</i> , complete Section 3.				
If you are requesting Local Authorization from a <i>town, plantation or township in the unorganized and deorganized areas</i> through the county commissioners or the Maine Land Use Planning Commission, complete Section 4.				
<b>Section 3: Local Authorization of Cannabis Establishments within Municipalities.</b> This section to be completed by the Municipality in receipt of request for Local Authorization.				
<b>Section 3(a): Request for local authorization to operate cannabis establishment in municipality prohibited unless authorized by municipal ordinance or warrant article.</b> A person seeking to operate a cannabis establishment within a municipality may not request local authorization to operate the cannabis establishment and a municipality may not accept as complete the person's request for local authorization unless the following questions are answered in the affirmative.				
1. Has the legislative body of the municipality voted to adopt a new ordinance, amend an existing ordinance or approve a warrant article allowing some or all types of cannabis establishments within the municipality, including the type of cannabis establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?				

1. Has the town, plantation or, in the case of a township, the county commissioners of the county in which the township is located, certified to the Maine Land Use Planning Commission that the person has obtained all applicable local approvals, permits or licenses **not** relating to land use planning and development?  
 Yes  No  Not applicable
2. Is a copy of the certification including a list of all applicable approvals, permits, or licenses **not** relating to land use planning and development with the issuance and expiration dates attached or included with the submission of this form?  
 Yes  No  Not applicable
3. Has the person obtained all applicable Maine Land Use Planning Commission approvals, permits, or licenses that are required for the operation of this type of adult use cannabis establishment? By selecting "yes" below, the Maine Land Use Planning Commission is affirming that all Maine Land Use Planning Commission approvals, permits, or licenses have been approved, granted, or issued and no further action by the Maine Land Use Planning Commission is required prior to the Office of Cannabis Policy's issuance of an active license. The Office of Cannabis Policy encourages the Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.  
 Yes  No  Not applicable
4. Is a list and copy of all applicable Maine Land Use Planning Commission approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Cannabis Policy encourages Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.  
 Yes  No  Not applicable

**Statutory Guidance for Municipalities/County Commissioners/Maine Land Use Planning Commission**

Pursuant to 28-B M.R.S. §§ 402-403, failure to act on a person's request for local authorization to operate a cannabis establishment in a municipality, town, plantation, or township in an unorganized and deorganized area does not satisfy the local authorization requirement.

Typically, a request for local authorization should be approved or denied within 90 days. For additional information regarding failure to act on a person's request for local authorization and result appeal rights, see 28-B M.R.S. §§402-403.

Pursuant to 28-B M.R.S. §406, any changes in the status of local authorization require notification to the Office of Cannabis Policy within 14 days of the date on which the change occurs, including without limitation, withdrawing authorization or suspending or revoking a local license for the operation of a cannabis establishment.

**The completed Maine Adult Use Local Authorization Form can be emailed to the Office of Cannabis Policy at [Licensing.OCP@maine.gov](mailto:Licensing.OCP@maine.gov) or sent to Office of Cannabis Policy, 162 State House Station, Augusta, ME 04333-0162.**

**Municipality/LUPC Representative**

Legal Name and Title of Municipality/County Commissioners/LUPC Representative:	City:	County:
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I hereby affirm and acknowledge that the information above is truthful and complete to the best of my knowledge.

Signature of Municipality/County Commissioners/LUPC Representative (Do not sign until witnessed by notary):	Date:
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**Notarization**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Maine, by \_\_\_\_\_ to be his/her free act and deed.

Name of Notary Public (Printed):	Signature of Notary Public:
Notary Public, State of Maine	<b>STAMP/SEAL</b>
My commission expires:	



# OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

## Maine Adult Use Establishment Applicant Notary Form

Information furnished by Adult Use Cannabis Program:

Legal Business Name: OBI LABS, LLC	Business DBA: AURAZ LABS	License Number: AMF1348
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License Type:  
ADULT USE CANNABIS PRODUCTS MANUFACTURING FACILITY

Applicant's Mailing Address: 13 ELDREDGE RD ELIOT, ME 03903-2101	Applicant's Phone: +1 (603) 781-6781
	Primary Contact Person: NICHOLAS DELOREY
	Contact Person Email: deloreycd@gmail.com

Information to be completed by a Principal of the Applicant who is legally authorized to bind the business entity applying for the license:

Legal Name of Individual Completing Application:	City	County	State	ZIP
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By signing this notary form, I affirm and acknowledge all application materials and supplemental documents, including those documents signed by a person other than myself, submitted in the application process for the above-referenced cannabis establishment license are truthful and complete to the best of my knowledge.

I further affirm and acknowledge that the Department will not issue a license to an applicant if it determines that an applicant, natural person, or business entity associated with this application knowingly or recklessly made any false statement of material fact in the information or materials submitted in this application for this cannabis establishment license, and the Department may revoke this license and/or take disciplinary action pursuant to 28-B MRS, Chapter 1 if such statements are discovered at any time.

I further affirm and acknowledge that issuance of a license to the applicant will not result in any person or business entity associated with the license having a direct or indirect financial interest in:

- i. More than 3 cultivation facility licenses;
- ii. Multiple cultivation facility licenses with a combined total licensed amount of plant canopy exceeding 30,000 square feet, except when that exceedance is solely attributable to approved increases in the maximum licensed area of plant canopy authorized under a tier 4 cultivation facility license pursuant to section 28-B MRS §304; or
- iii. A testing facility if the applicant or licensee is a caregiver or a registered caregiver or has an equity ownership interest or a partial equity ownership interest or any other type of financial interest, including but not limited to, being an investor or serving in a management position in a registered dispensary, a cultivation facility license, a products manufacturing facility license or a cannabis store license.

Date of this notice: 03-13-2018

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

OBI LABS LLC  
NICHOLAS DELOREY SOLE MBR  
113 OLD FARM RD  
ELIOT, ME 03903

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4753793. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2018
Form 940	01/31/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.



**STATE OF MAINE  
MAINE REVENUE SERVICES  
RESALE CERTIFICATE**



THIS CERTIFICATE IS VALID  
NOVEMBER 01 2022 THRU DECEMBER 31 2026

<u>Business Name and Location Address</u>	<u>Certificate Number</u>	<u>Business Type</u>
OBI LABS LLC 13 ELDREDGE RD ELIOT ME 03903-2101	1232099	WHOLESALE

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. **This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.**

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

\_\_\_\_\_

\_\_\_\_\_

Presented to: \_\_\_\_\_ Presented by: \_\_\_\_\_  
(insert name of seller on photocopy) (date) Authorized Signature (purchaser) (date)

**DO NOT WRITE ON THIS ORIGINAL FORM**

The document printed above is your new Resale Certificate. **Retain this copy as an original in your file.** This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- your account is active; and
- you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.




MAINE  
LIMITED LIABILITY COMPANY

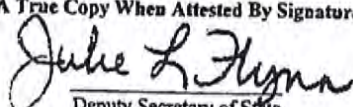
STATE OF MAINE

CERTIFICATE OF FORMATION

File No. 20184636DC Pages 2  
Fee Paid \$ 175  
DCN 2180643610056 DLLC  
FILED  
03/02/2018

  
Deputy Secretary of State

A True Copy When Attested By Signature

  
Deputy Secretary of State

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

FIRST: The name of the limited liability company is:

Obi Labs, LLC

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

SECOND: Filing Date: (select one)

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

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

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

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

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

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

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

Commercial Registered Agent CRA Public Number: P10154  
United States Corporation Agents, Inc.  
(Name of commercial registered agent)

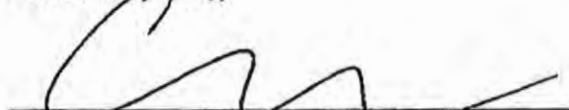
Noncommercial Registered Agent  
\_\_\_\_\_  
(Name of noncommercial registered agent)  
\_\_\_\_\_  
(physical location, not P.O. Box – street, city, state and zip code)  
\_\_\_\_\_  
(mailing address if different from above)

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

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

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

Dated 3/01/2018

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

Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.  
(Type or print name of authorized person)

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

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

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

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

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

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

Submit completed form to: **Secretary of State**  
**Division of Corporations, UCC and Commissions**  
**101 State House Station**  
**Augusta, ME 04333-0101**  
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above <b>OBI LABS LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>13 ELDREDGE ROAD</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Eliot, ME 03903</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Social security number</td> </tr> <tr> <td style="height: 30px;"> </td> </tr> <tr> <td style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td style="padding: 2px;">Employer identification number</td> </tr> <tr> <td style="height: 30px;"> </td> </tr> </table>	Social security number		or	Employer identification number	
Social security number						
or						
Employer identification number						

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	3/9/2022
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**STATE OF MAINE  
MAINE REVENUE SERVICES**

*THIS REGISTRATION CERTIFICATE FOR A*  
**RETAILER**

*is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:*

OBI LABS LLC  
PO BOX 368  
DOVER, NH 03821-0368

**Registration Number:** 1232099

**Date Issued:** NOVEMBER 01 2022

Business Code: 088  
Filing Frequency: ANNUAL

**IMPORTANT INFORMATION CONCERNING THIS  
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

**IMPORTANT PLEASE NOTE:** This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.

## Limited Liability Company Agreement

### Obi Labs, LLC, a Maine Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of Obi Labs, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Maine limited liability company under the Maine Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Maine. The Members hereby adopt and approve the certificate of formation of the Company filed with the Maine Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Maine Limited Liability Company Act.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Maine Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Maine Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Maine Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or



B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

#### ARTICLE 4: MANAGEMENT

##### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Maine Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Maine Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

#### ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Maine Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Maine Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable

period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Maine Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Maine Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

##### 8.1 Dissolution.

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) The passage of 90 consecutive days during which the Company has no Members;

- (iii) On application by a Member, the entry by the Superior Court of an order dissolving Company on the grounds that it is not reasonably practicable to carry on the Company's activities in conformity with this Agreement;
- (iv) On application by a Member, the entry by the Superior Court of an order dissolving the Company on the grounds that the Members in control of the Company have acted, are acting or will act in a manner that is illegal or fraudulent; or
- (v) On application by a holder of a transferable Membership Interest, the entry by the Superior Court of an order dissolving the Company on the grounds that the Company has no Members;
- (vi) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is

referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Maine law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Maine law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon

delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Maine Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Maine Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Maine. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*



**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: \_\_\_\_\_

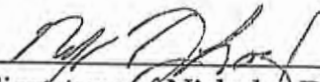
  
\_\_\_\_\_  
Signature of Nicholas DeLorey

EXHIBIT A  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Nicholas DeLorey Address: 113 Old Farm Rd. Eliot, Maine 03903		100%



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 09-09-2015

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:  
1-800-829-4933

NORTH EAST GOLD LLC  
NICHOLAS DELOREY SOLE MBR  
14 PHELPS ST  
KITTERY, ME 03904

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4998673. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is NORT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

MAINE  
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

File No. 20160879DC Pages 2

Fee Paid \$ 175

DCN 2152441600036 DLLC

FILED

08/31/2015

*Julie L. Flynn*

Deputy Secretary of State

A True Copy When Attested By Signature

*Julie L. Flynn*

Deputy Secretary of State

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

FIRST: The name of the limited liability company is:

North East Gold, LLC

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

SECOND: Filing Date: (select one)

Date of this filing; or

Later effective date (specified here): \_\_\_\_\_

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

This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:

A. The company intends to qualify as a low-profit limited liability company;

B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;

C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and

D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

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

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

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

**FIFTH:**

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

Commercial Registered Agent

CRA Public Number: P10154

United States Corporation Agents, Inc.

(Name of commercial registered agent)

Noncommercial Registered Agent

(Name of noncommercial registered agent)

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

(mailing address if different from above)

**SIXTH:**

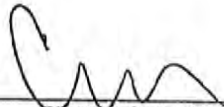
Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

**SEVENTH:**

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

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

**Dated** 8/28/2015



(Signature of authorized person)

Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

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

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

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

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

Submit completed form to:

**Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101  
Telephone Inquiries: (207) 624-7752**

Email Inquiries: [CEC.Corporations@Maine.gov](mailto:CEC.Corporations@Maine.gov)

# Resale Certificate

**This Certificate is issued to  
NORTH EAST GOLD LLC**

NORTH EAST GOLD LLC  
13 ELDREDGE ROAD  
ELIOT ME 03903-0000

Certificate Number: 1206706  
Date Effective: May 16, 2023  
Valid Through: December 31, 2023  
Business Description: Medical Cannabis Caregiver

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. **This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.**

I understand that if the items purchased for resale are not resold but are instead used by the purchaser for its own purpose, the purchaser will be held liable for Use Tax.

Purchase Description:

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---

Presented to: (Insert name of seller)

Date:

Presented By: (Purchaser)

Date:

**\*This certificate is non-transferable and must be returned to Maine Revenue Services when operations cease.\***

Go Paperless - Visit the Maine Tax Portal at [revenue.maine.gov](https://revenue.maine.gov) to file and pay today.



**STATE OF MAINE  
MAINE REVENUE SERVICES**

*THIS REGISTRATION CERTIFICATE FOR A*  
**RETAILER**

*is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:*

NORTH EAST GOLD LLC  
PO BOX 1511  
BERWICK, ME 03901-1511

**Registration Number:** 1206706

**Date Issued:** APRIL 01 2020

Business Code: 426  
Filing Frequency: MONTHLY

**IMPORTANT INFORMATION CONCERNING THIS  
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

**IMPORTANT PLEASE NOTE:** This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above  <b>NORTH EAST GOLD, LLC</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC             <input type="checkbox"/> C Corporation             <input type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>13 ELDREDGE ROAD</b></p> <p><b>6</b> City, state, and ZIP code  <b>Eliot, ME 03903</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table>	Social security number		or	Employer identification number	
Social security number						
or						
Employer identification number						

<p><b>Part II Certification</b></p>	<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>
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<p><b>Sign Here</b></p>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 3/8/2022</p>
-------------------------	------------------------------------	------------------------



## **Limited Liability Company Agreement**

### **North East Gold, LLC, a Maine Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT of North East Gold, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Maine limited liability company under the Maine Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Maine. The Members hereby adopt and approve the certificate of formation of the Company filed with the Maine Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Maine Limited Liability Company Act.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Maine Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Maine Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Maine Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Maine Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Maine Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

**4.2 Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

#### ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Maine Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Maine Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable

period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Maine Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Maine Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

##### 8.1 **Dissolution.**

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) The passage of 90 consecutive days during which the Company has no Members;



- (iii) On application by a Member, the entry by the Superior Court of an order dissolving Company on the grounds that it is not reasonably practicable to carry on the Company's activities in conformity with this Agreement;
- (iv) On application by a Member, the entry by the Superior Court of an order dissolving the Company on the grounds that the Members in control of the Company have acted, are acting or will act in a manner that is illegal or fraudulent; or
- (v) On application by a holder of a transferable Membership Interest, the entry by the Superior Court of an order dissolving the Company on the grounds that the Company has no Members;
- (vi) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is

referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Maine law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Maine law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon

delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Maine Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Maine Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Maine. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 9/9/2015



\_\_\_\_\_  
Signature of Nicholas DeLorey

EXHIBIT A  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

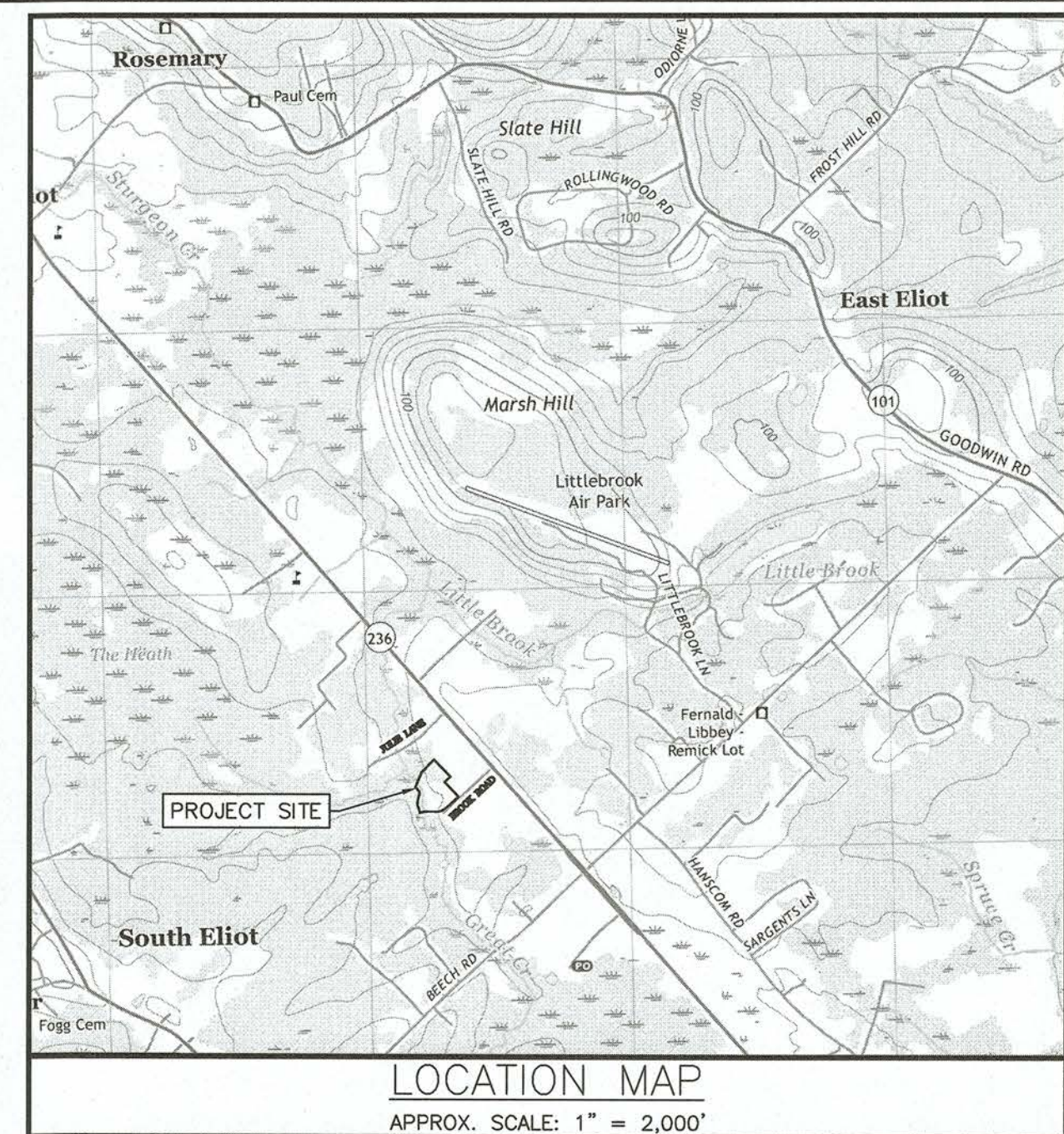
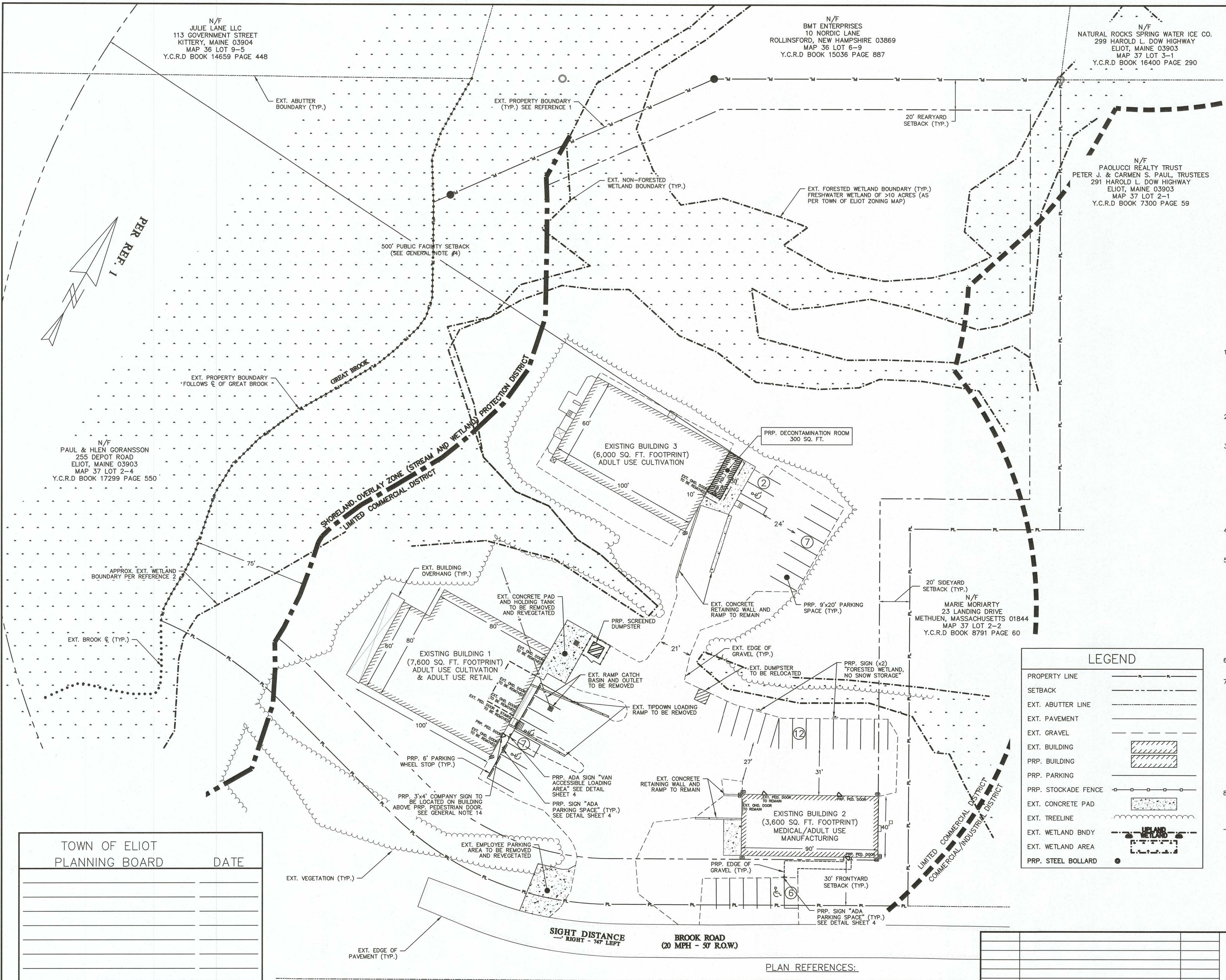
**Members**

**Percentage  
Interest**

Nicholas DeLorey  
Address:  
~~14 Phelps St.~~  
~~Kittery, Maine 03904~~

100%

13 Eldredge Road  
Eliot, ME 03903



- GENERAL NOTES:**
- THIS PLAN PROVIDES A PROPOSED SITE PLAN AMENDMENT AND CHANGE-OF-USE TO THE PROPERTY LOCATED AT 32 BROOK ROAD IN ELIOT, MAINE. THE EXISTING USE IS ADULT USE RETAIL, CULTIVATION, AND MANUFACTURING. (TOWN OF ELIOT N.O.D. PE 21-2 DATED 4/20/2021. ZONING BOARD OF APPEALS APPROVAL DATED 08/21/2023 FOR OFF-SITE SIGN). THE EXISTING APPROVED USES OF THE PROPERTY ARE THE MANUFACTURING, CULTIVATION, AND SALE OF ADULT-USE MARIJUANA. THE PROPOSED SITE AMENDMENT INCLUDES CHANGING BUILDING 2 INTO A CO-LOCATED MEDICAL/ADULT-USE MARIJUANA MANUFACTURING FACILITY. THIS CHANGE RESULTS IN NO ADDITIONAL EMPLOYEES.
  - THE PARCEL IS IDENTIFIED ON THE TOWN OF ELIOT, MAINE, TAX MAP 37 AS LOT 2-3 AND IS LOCATED IN THE COMMERCIAL/ INDUSTRIAL (C/I) DISTRICT AND SHORELAND OVERLAY (STREAM AND WETLAND) PROTECTION DISTRICT. THE PARCEL IS 5.2 ACRES IN SIZE.
  - DIMENSIONAL STANDARDS - AS PER §45-405, UNLESS NOTED OTHERWISE:
 

<b>COMMERCIAL/INDUSTRIAL (C/I) DISTRICT</b>	
MINIMUM LOT SIZE	= 3 AC.
FRONT YARD SETBACK (INTERIOR STREET)	= 30 FT.
SIDE YARD SETBACK	= 20 FT.
REAR YARD SETBACK	= 20 FT.
MAXIMUM BUILDING HEIGHT	= 55 FT.
STREET FRONTAGE	= 300 FT.
MAXIMUM SIGN SIZE	= 100 SQ. FT.
MAXIMUM LOT COVERAGE	= 50%
  - AS PER §33-190.(5): NO MARIJUANA STORE SHALL BE SITED WITHIN 500 FEET OF THE LOT LINES OF A PUBLIC FACILITY. THE LOT LINE OF THE NEAREST PUBLIC FACILITY (SLATE HILL RECYCLING LLC) IS MEASURED APPROXIMATELY 825 FEET FROM BUILDING 3.
  - PARKING CALCULATIONS (AS PER §45-495) - SEE ATTACHED INTERIOR BUILDING LAYOUTS:
 

§45-495.(7): RETAIL SALES	= 1 SPACE/150 SQ. FT.
600 SQ. FT.	=> [600/150] => 4 SPACES
§45-495.(9): OFFICE SPACE	= 1 SPACE/200 SQ. FT.
700 SQ. FT.	=> [700/200] => 3.5 SPACES
§45-495.(11): COMMERCIAL/INDUSTRIAL USE	= 1 SPACE/ANTICIPATED EMPLOYEE
20 EMPLOYEES MAX.	=> 20 SPACES
TOTAL SPACES REQUIRED	= 27.5 => 28 SPACES
TOTAL SPACES PROVIDED	=> 34 SPACES
  - EXISTING CONDITIONS, ON-SITE LAYOUT, BOUNDARY INFORMATION, AND TOPOGRAPHIC INFORMATION PER REFERENCES 1, 2, AND 3.
  - TRAFFIC GENERATION CALCULATION (AS PER §33-153):
 

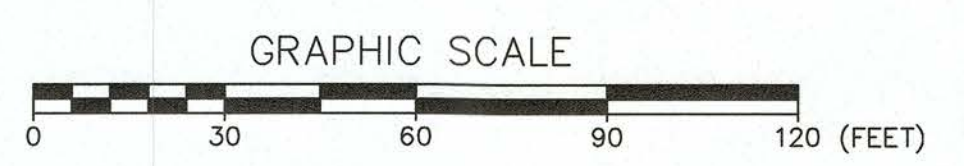
<b>EXISTING/PROPOSED CONDITION:</b>	
ITE 140: 'MANUFACTURING'	= 0.67 TRIPS PER 1,000 SQ. FT.
	= (3,925/1,000)*0.67 => 2.63
ITE 150: 'WAREHOUSING'	= 0.19 TRIPS PER 1,000 SQ. FT.
	= (23,175/1,000)*0.19 => 4.40
ITE 712: 'SMALL OFFICE BUILDING'	= 2.45 TRIPS PER 1,000 SQ. FT.
	= (700/1,000)*2.45 => 1.71
ITE 882: 'MARIJUANA DISPENSARY'	= 21.83 TRIPS PER 1,000 SQ. FT.
	= (600/1,000)*21.83 => 13.10
	= (2.63+4.40+1.71+13.10) => 22 PEAK TRIPS

DELIVERIES:  
EXISTING/PROPOSED CONDITION: 1-2 DELIVERIES PER WEEK
  - HOURS OF OPERATION:  
RETAIL USE: 7 DAYS/WEEK, 8:00AM - 8:00PM  
CULTIVATION & MANUFACTURING USES: 7 DAYS/WEEK, 6:00AM - 8:00PM, WITH DELIVERIES BEING SCHEDULED AT ALL HOURS OF THE DAY
- GENERAL NOTES CONTINUED ON SHEET 2 -

**LEGEND**

PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
EXT. PAVEMENT	---
EXT. GRAVEL	---
EXT. BUILDING	---
PRP. BUILDING	---
PRP. PARKING	---
PRP. STOCKADE FENCE	---
EXT. CONCRETE PAD	---
EXT. TREELINE	---
EXT. WETLAND BNDY	---
EXT. WETLAND AREA	---
PRP. STEEL BOLLARD	---

TOWN OF ELIOT	DATE
PLANNING BOARD	

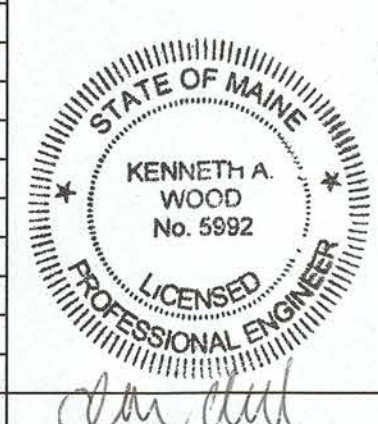


STATE OF MAINE - YORK COUNTY  
ss. REGISTRY OF DEEDS  
RECEIVED \_\_\_\_\_ 20\_\_\_\_  
AT \_\_\_\_\_ m., \_\_\_\_\_ M., AND RECORDED IN  
PLAN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
ATTEST \_\_\_\_\_ REGISTER

N/F  
EVAN A. & ROSALIE B. CHURCHILL REVOCABLE TRUST  
EVAN A. & ROSALIE B. CHURCHILL, TRUSTEES  
1288 STATE ROAD  
ELIOT, MAINE 03903  
MAP 37 LOT 1  
Y.C.R.D BOOK 16296 PAGE 62

- PLAN REFERENCES:**
- "EXISTING CONDITIONS PLAN FOR PROPERTY AT 6 JULIE LANE & 32 BROOK ROAD, ELIOT, YORK COUNTY, MAINE" PREPARED BY EASTERLY SURVEYING, INC. PLAN DATED FEBRUARY 15, 2018.
  - "PHASE 2 - SITE PLAN, ISLAND SEAFOOD PROPERTY, 32 BROOK ROAD, ELIOT, ME" PREPARED BY OAK POINT ASSOCIATES. PLAN DATED JUNE 11, 2007.
  - "SITE PLAN, OBI LAB/NORTHEAST GOLD, 32 BROOK ROAD, ELIOT, MAINE 03903" PREPARED BY ATTAR ENGINEERING, INC. FOR BMT ENTERPRISES. PLAN REVISION B DATED 04/13/2021

NO.	DESCRIPTION	DATE



AMENDED SITE PLAN  
OBI LAB/NORTHEAST GOLD  
32 BROOK ROAD, ELIOT, MAINE 03903  
TAX MAP 37, LOT 2-3

FOR: BMT ENTERPRISES  
P.O. BOX 574  
ELIOT, MAINE 03903

**ATTAR ENGINEERING, INC.**  
CIVIL • STRUCTURAL • MARINE • SURVEYING  
1284 STATE ROAD - ELIOT, MAINE 03903  
PHONE: (207)439-6023 FAX: (207)439-2128

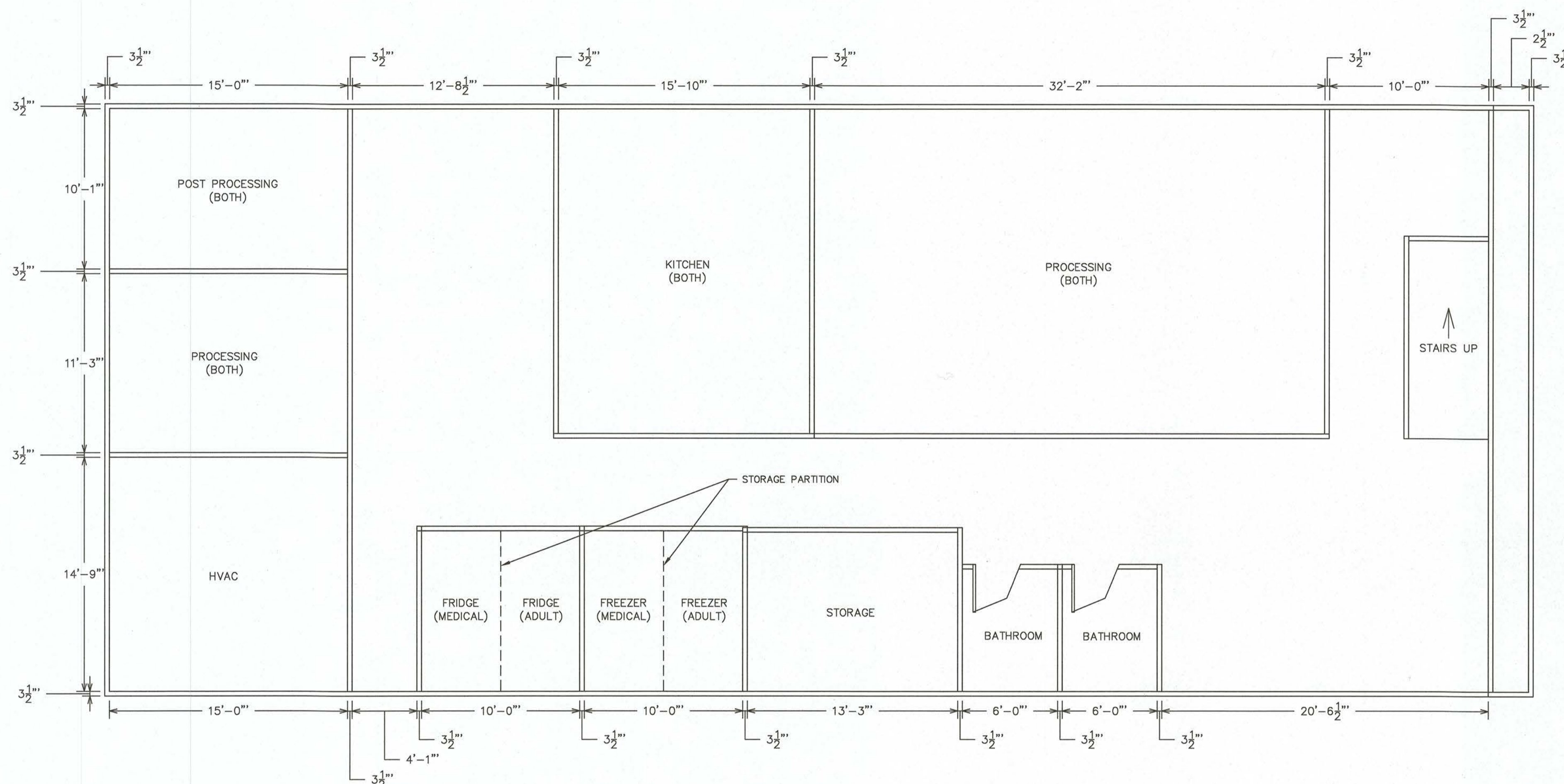
SCALE: 1" = 30'  
DATE: 01/17/2024  
JOB NO: 23139

APPROVED BY: *[Signature]*  
DATE: 1/17/2024  
FILE: BROOK ROAD AMD BASE.DWG

DRAWN BY: WRP  
REVISION DATE: - - -  
SHEET: 1

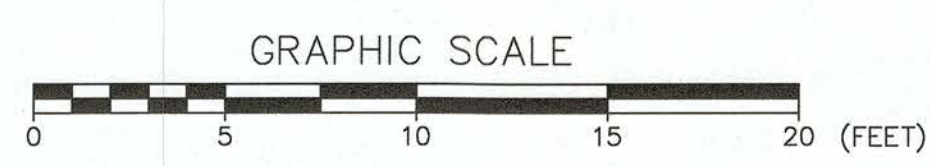
GENERAL NOTES (CONT):

- 9.) AS PER §33-190.4(f): SECURITY CAMERAS MUST BE PERMANENTLY FIXED AT THE FOLLOWING LOCATIONS:
  - A. ALL EXIT/ENTRY POINTS (SUFFICIENT TO IDENTIFY INDIVIDUALS ENTERING AND EXITING THE PREMISES AND LIMITED ACCESS AREAS).
  - B. EACH POINT OF SALE - A SUFFICIENT NUMBER OF CAMERAS MUST BE PERMANENTLY FIXED TO ALLOW VIEWING OF THE FOLLOWING:
    - .. ANY AREA WHERE MARIJUANA, MARIJUANA PLANTS, IMMATURE MARIJUANA PLANTS, SEEDLINGS, SEEDS, MARIJUANA CONCENTRATE OR MARIJUANA PRODUCTS ARE CULTIVATED, PROCESSED, MANUFACTURED, STORED, AND/OR PREPARED FOR TRANSFER OR SALE (THE AREA MUST BE VIEWED IN ITS ENTIRETY).
    - .. ANY AREA WHERE WASTE IS STORED.
    - .. ALL AREAS OF THE PREMISES WITHIN 10 FEET OF THE EXTERIOR FENCE AND GATES OF A CULTIVATION FACILITY WITH OUTDOOR GROWING.
  - C. THE SURVEILLANCE SYSTEM STORAGE DEVICE MUST BE SECURED ON THE PREMISES IN A LOCKBOX, CABINET OR CLOSET, OR MUST BE ON A THIRD-PARTY SERVER OR SECURED IN ANOTHER MANNER TO PROTECT FROM EMPLOYEE TAMPERING OR CRIMINAL THEFT.
  - D. ALL SURVEILLANCE RECORDINGS MUST BE KEPT FOR A MINIMUM OF 45 DAYS ON THE LICENSEE'S RECORDING DEVICE.
- 10.) AS PER §33-190.4(f): ALL EXTERIOR DOORS TO BE LOCKED WITH CARD ACCESS FOR EMPLOYEES. KEY CARD AND KEYS WILL BE PROVIDED FOR EMERGENCY PERSONNEL IN KNOX-BOX AT FRONT OF BUILDING. ALL NECESSARY PERMITS PURSUANT TO NFPA 1 CHAPTER 38 AND TO THE SATISFACTION OF THE ELIOT FIRE CHIEF AND MAINE FIRE MARSHALL SHALL BE PROVIDED AS PER THE ELIOT FIRE DEPARTMENT MEMO DATED APRIL 01, 2021.
- 11.) AS PER §33-190.4(e): FACILITY WASTE PRODUCTS TO BE PLACED IN DUMPSTER SHOWN ON SITE PLAN. ANY PLANT MATERIAL TO BE GROUND UP INTO A COMPOSTABLE FORM AND DISPOSED OF AS SUCH. OTHER WASTE TO BE PACKAGING MATERIAL AND STANDARD FARM DEBRIS. DUMPSTER WILL BE FENCED IN, MONITORED BY SECURITY CAMERAS, AND LOCKED AT ALL TIMES NOT IN USE. SPECIFIC WASTE PROCEDURES UNDER REVIEW BY MDEP.
- 12.) THERE IS NO ADDITIONAL IMPERVIOUS PROPOSED FOR THIS DEVELOPMENT. IMPACTS ADJACENT TO EXISTING FORESTED WETLANDS WILL COMPLY WITH SECTION 2 "ACTIVITIES ADJACENT TO PROTECTED NATURAL RESOURCES" OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (MDEP) CHAPTER 305: NATURAL RESOURCES PROTECTION ACT - PERMIT BY RULE (NRPA PBR).
- 13.) ALL EXISTING EXTERIOR LIGHTING IS DEPICTED ON THE PLANS, AND SHALL REMAIN AS SHOWN. NO ADDITIONAL LIGHTING IS PROPOSED.
- 14.) PROPOSED COMPANY SIGNS ARE DEPICTED ON THE PLANS. ALL PROPOSED SIGNS SHALL BE DESIGNED AND PLACED IN COMPLIANCE WITH §33-190.3 "PERFORMANCE STANDARDS FOR MARIJUANA FACILITIES, §45-405.J "DIMENSIONAL STANDARDS", AND ARTICLE XI, §45-532 "SIGN PLACEMENT".  
  
OUTSIDE OF THE SUBJECT PARCEL, AN ADDITIONAL COMPANY SIGN IS PROPOSED AT THE INTERSECTION OF HAROLD L. DOW HIGHWAY AND BROOK ROAD. THIS SIGN IS UNDER SEPARATE REVIEW BY THE BOARD OF APPEALS, AND WOULD ONLY BE INSTALLED IF A POSITIVE DETERMINATION IS REACHED ON §45-529 AND VARIANCES §45-532(h) AND §45-405 FOR PLACEMENT AND SETBACK STANDARDS, RESPECTIVELY.
- 15.) SEWER DEMAND CALCULATION - AS PER THE STATE OF MAINE SUBSURFACE WASTEWATER DISPOSAL RULES, §10-144 CMR 241, TABLE 4C "DESIGN FLOWS FOR OTHER FACILITIES":  
BUILDING 1: 200 GPD CULTIVATION USE & 60 GPD EMPLOYEES  
BUILDING 2: 120 GPD EMPLOYEES  
BUILDING 3: 200 GPD CULTIVATION USE & 60 GPD EMPLOYEES
- 16.) PROPOSED 1,500 GALLON SEPTIC TANK TO SERVICE THE CULTIVATION USE OF BUILDING 3 HAS BEEN SITED IN ACCORDANCE WITH §10-144 CMR 241, SECTION 7 "FIRST TIME SYSTEMS".
- 17.) THE PROPOSED DEVELOPMENT SHALL BE SERVICED BY THE EXISTING GRAVEL TRAVELWAYS AND PARKING LOTS. SEE DETAIL SHEET 4 FOR A CROSS-SECTION OF THE EXISTING GRAVEL DRIVE AND SUBBASE.
- 18.) IN COMPLIANCE WITH §33-190.4) AND §33-190.9), ALL MARIJUANA ACTIVITIES (INCLUDING SALES) SHALL BE CONDUCTED EXCLUSIVELY INDOORS, AND THERE SHALL BE NO DRIVE-THROUGH OR HOME-DELIVERY SERVICES ASSOCIATED WITH THE PROPOSED DEVELOPMENT.
- 19.) REGARDING THE EXISTING TEN (10) PARKING SPACES PARTIALLY WITHIN THE BROOK ROAD RIGHT-OF-WAY, DURING THE 04/06/2021 PLANNING BOARD MEETING THE BOARD AGREED BY GENERAL CONSENSUS TO PERMIT THE EASTERLY SEVEN (7) (PROPOSED AS 6 & ADA AISLE) SPACES TO REMAIN AND TO HAVE THE WESTERLY THREE (3) BE REMOVED AND REVEGETATED.
- 20.) CULVERT INLET AND OUTLET PROTECTION SHALL BE RESTORED IN THE DEVELOPED CONDITION FOR ALL CULVERTS PROPOSED TO REMAIN. THE BASIN AND OUTFALL FROM THE LOADING DOCK OF BUILDING 1 SHALL BE REMOVED AND RETURNED TO ITS NATURAL STATE. THE CULVERTED CROSSING OF THE GRAVEL DRIVE TO BUILDING 3 SHALL BE IMPACTED BY THE UTILITY CONNECTIONS TO BUILDING 3, AND SHALL REMAIN AND RESTORED IN PLACE. THE BASIN AND OUTFALL FROM THE LOADING DOCK OF BUILDING 3 SHALL REMAIN IN PLACE AND HAVE ITS OUTLET RESTORED.



TOWN OF ELIOT PLANNING BOARD	DATE

STATE OF MAINE - YORK COUNTY  
ss. REGISTRY OF DEEDS  
RECEIVED \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_, \_\_\_\_\_, AND RECORDED IN  
PLAN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
ATTEST \_\_\_\_\_ REGISTER



NO.	DESCRIPTION	DATE



TAX MAP 37, LOT 2-3

AMENDED FIRST FLOOR PLAN  
OBI LAB/NORTHEAST GOLD  
32 BROOK ROAD, ELIOT, MAINE 03903

FOR: BMT ENTERPRISES  
P.O. BOX 574  
ELIOT, MAINE 03903

**ATTAR ENGINEERING, INC.**  
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING  
1284 STATE ROAD - ELIOT, MAINE 03903  
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 5'	APPROVED BY: <i>[Signature]</i> DATE: 01/17/2024	DRAWN BY: WRP REVISION DATE: - : -
JOB NO: 23139		FILE: BROOK ROAD AMD BASE.DWG
SHEET: 2		





**Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*Planning Board recommends \_\_\_\_\_ (#-#)*

*Select Board recommends \_\_\_\_\_ (#-#)*

**Short title**

Floodplain Management Ordinance

**Long title**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

**Ballot question – Annual Town Meeting & Referendum Election, June 4, 2024**

ARTICLE #\_\_ : “Shall an ordinance entitled ‘Floodplain Management Ordinance’ be enacted?”

*(A copy of this ordinance is available in the Town Clerk’s Office)*

**Background and rationale**

These ordinance amendments repeal the current text in Chapter 25 – Floodplain Management Ordinance – and replace it with new text. The new Floodplain Management Ordinance must be adopted by July 17, 2024, otherwise the Town will be immediately suspended from the National Flood Insurance Program (NFIP). Except for certain minor changes, the text of the new Floodplain Management Ordinance must match a model ordinance provided by the State NFIP Coordinator.

[to be expanded]

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

### **New text underlined in bold**

~~Deleted text in strikethrough~~

***[Text in brackets, bold, and italics introduces a large block of new text:]***

*[Text in brackets and italics is a temporary explanatory note]*

*[Revision annotations at the end of sections may be omitted – to be updated accordingly by Municode during codification]*

Sec. 1-2. - Definitions and rules of construction.

*[abridged to only show changes]*

*[Current text in code: “100-year flood. See ‘base flood.’” Matches, or substantially matches, Model Ordinance, no change proposed]*

*[...]*

*[Accessory structure – need to clean up this definition and accessory use.*

*In code now: Accessory structure or use means a use or detached structure that is incidental and subordinate to the principal use or structure. Accessory uses, when aggregated shall not subordinate the principal use of the lot. A deck or similar extension of the principal structure or a garage attached to the principal structure by a roof or a common wall is considered part of the principal structure.*

***Note**— Definition of "accessory use" and "accessory structure" have been added through a previous ordinance revision, pending codification.*

*Model ordinance: Accessory Structure - a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. ]*

*[...]*

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*[Current text in code: “Adjacent grade means the natural elevation of the ground surface prior to construction next to the proposed walls of a structure.” Matches, or substantially matches, Model Ordinance, no change proposed]*

[...]

**Agricultural structure means a structure that is used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.**

*[^editorial change to use singular instead of plural]*

[...]

*Area of special flood hazard* means the land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in the flood insurance study cited in ~~article~~ **Article** I of ~~chapter~~ **Chapter** 25.

*[^only editorial changes for capitalization. Existing text substantially matches Model Ordinance.]*

[...]

*Base flood* means ~~the~~ **a** flood having a one percent chance of being equaled or exceeded in any given year, **commonly** called the 100-year flood.

**Basement (for floodplain purposes) means any area of the building having its floor subgrade (below ground level) on all sides.**

[...]

*[Building - see Structure.]*

[...]

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*[Current text in code: “Certificate of compliance means a document signed by the code enforcement officer stating that a structure is in compliance with all of the provisions of this chapter.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Code enforcement officer means a person certified under 30-A M.R.S.A., Section 4451 (including exceptions in subsection 4451, paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws and ordinances.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

**Containment wall means a wall surrounding all sides of an above ground tank to contain any spills or leaks.**

[...]

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures; **including the construction of additions or substantial improvements to buildings or other structures**; mining, dredging, filling, grading, paving, excavation, ~~or drilling operations,~~ **or storage of equipment; or the storage, deposition, or extraction of equipment or materials.** Within chapter 44, Shoreland Zoning, “development” means a change in land use involving alteration of the land, water or vegetation, or the addition or alteration of structures or other construction not naturally occurring.

*[^editorial changes for clarification, some minor differences with Model Ordinance. Seeking DACF concurrence.]*

[...]

*Elevated building* means a non-basement building **that is:**

## Floodplain Management Ordinance

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

- (1) Built, in the case of a building in ~~zones AE and A~~ **Zones A or AE**, to have the top of the elevated floor elevated above the ground level by means of pilings, columns, post, piers, or ~~stilts~~ **shear walls**; and
- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to ~~two feet~~ **one foot** above the magnitude of the base flood.

In the case of ~~zones AE and A~~ **Zones A or AE**, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of floodwaters, as required in section 25-17.

*Elevation certificate* means an official form (~~FEMA Form 81-31, 02/06~~ **FEMA Form FF-206-FY-22-152**, as amended) that is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program; ~~and is required for purchasing flood insurance.~~

[...]

[...]

*Manufactured home park or subdivision, existing (for floodplain purposes)* means a manufactured home park or subdivision that was recorded in the **York County Registry of Deeds** prior to the adoption date of the **Town’s** first floodplain management regulations.

*[^editorial changes and sorted alphabetically to be next to other similar definition]*

[...]

*[Current text in code: “Flood or flooding means: (1) A general and temporary condition of partial or complete inundation of normally dry land areas from: a. The overflow of inland or tidal waters. b. The unusual and rapid accumulation or runoff of surface waters from any source. (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subsection (1)a. of this definition.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*[Current text in code: “Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*Flood insurance rate map (FIRM) means an official map of a community, on which the ~~administrator of the Federal Insurance Administration~~ **Administrator** has delineated both the special hazard areas and the risk premium zones applicable to the community.*

*[Current text in code: “Flood insurance study. See ‘flood elevation study.’” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see “flood or flooding”).*

*[Current text in code: “Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*[Current text in code: “Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain, grading, or erosion control ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*[Current text in code: “Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and contents.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*[Current text in code: “Floodway. See ‘regulatory floodway.’” Matches, or substantially matches, Model Ordinance, no change proposed.]*

*[Current text in code: “Floodway encroachment lines means the lines marking the limits of floodways on federal, state and local floodplain maps.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

## Floodplain Management Ordinance

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*[Current text in code: “Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

**Functionally dependent use (for floodplain purposes) means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.**

[...]

*[Current text in code: “Historic structure means any structure that is:*

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;*
- (2) Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary of the interior to qualify as a registered historic district;*
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the secretary of the interior; or*
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the interior, or directly by the secretary of the interior in states without approved programs.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*Locally established datum (for floodplain purposes) means, ~~for the purposes of this [Code],~~ an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum*



## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

(NGVD), North American Vertical Datum (NAVD), or any other established datum and is used in areas where mean sea level data is too far from a specific site to be practically used.

[...]

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements set out in ~~chapter 25, article IV~~ Section 25-6(n).

[...]

**Manufactured home (for floodplain purposes) means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.**

*Manufactured home park or subdivision (for floodplain purposes)* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

[...]

*Mean sea level* means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD), or other datum, to which base flood elevations shown on a community’s ~~flood insurance rate map~~ **Flood Insurance Rate Map** are referenced.

[...]

*Minor development (for floodplain purposes)* means all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50 percent of the market value of the structure. It also includes, but is not

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

limited to: accessory structures as provided for in ~~article VI.J.~~ **Section 25-6(I)**, mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

[...]

*[Current text in code: “National Geodetic Vertical Datum (NGVD) means the National Vertical Datum, whose standard was established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD was based upon mean sea level in 1929 and also has been called ‘1929 Mean Sea Level (MSL).’” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*New construction **(for floodplain purposes)** means structures for which the start of construction commenced on or after the effective date of **the initial** floodplain management regulations adopted by a community and includes any subsequent improvements to such structure.*

[...]

**North American Vertical Datum (NAVD) means the national datum whose standard was established in 1988, which is the new vertical datum used by the National Flood Insurance Program (NFIP) for all new Flood Insurance Rate Maps. NAVD is based upon the vertical data used by other North American countries such as Canada and Mexico and was established to replace NGVD because of constant movement of the earth’s crust, glacial rebound and subsidence, and the increasing use of satellite technology.**

[...]

**Recreational vehicle (for floodplain purposes) means a vehicle which is:**

- a. **built on a single chassis;**

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

- b. **400 square feet or less when measured at the largest horizontal projection, not including slideouts;**
- c. **designed to be self-propelled or permanently towable by a motor vehicle; and,**
- d. **designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.**

[...]

*Regulatory floodway* means:

- (1) The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than ~~one foot~~ **a designated height**; and
- (2) When not designated on the community’s flood insurance rate map, it is considered to be the channel of a river or other watercourse and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

[...]

*[Current text in code: “Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Special flood hazard area. See ‘area of special flood hazard.’” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, substantial*

## **Floodplain Management Ordinance**

### **Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance**

*improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Structure (floodplain) means, for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*[Current text in code: “Substantial improvement means any reconstruction, rehabilitation, addition or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement This term includes structures which have incurred substantial damage, regardless of actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure, and a*

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*variance is obtained from the community's board of appeals.” Matches, or substantially matches, Model Ordinance, no change proposed.]*

[...]

*Variance (floodplain management ordinance) means a grant of relief by a community from the terms of ~~the~~ a floodplain management regulations.*

*Violation (Chapter 25) means the failure of a structure or other development to fully comply with ~~a community's~~ the Town's floodplain management regulations or ordinances.*

**Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

*[Chapter 25 – Floodplain Management Ordinance is REPEALED IN FULL AND REPLACED with the new Chapter 25 text as shown in the following pages]*

## **Floodplain Management Ordinance**

Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

### ***[Enact a new Chapter 25 as follows:]***

#### **Sec. 25-1. – Purpose and establishment**

Certain areas of the Town of Eliot, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the Town of Eliot, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this **chapter**.

It is the intent of the Town of Eliot, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The Town of Eliot has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the Town of Eliot having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the Town of Eliot, Maine.

The areas of special flood hazard, Zones A and AE, for the Town of Eliot, York County, Maine, identified by the Federal Emergency Management Agency in a report entitled “Flood Insurance Study – York County, Maine,” dated July 17, 2024, **as may be amended**, with accompanying “Flood Insurance Rate Map” dated July 17, 2024, are hereby adopted by reference and declared to be a part of this Ordinance.

#### **Sec. 25-2. – Permit required**

The Code Enforcement Officer shall be designated as the local Floodplain Administrator. The Floodplain Administrator shall have the authority to implement the commitment made to administer and enforce the requirements for participation in the National Flood Insurance Program.

Before any construction or other development (as defined in Article XIII), including the placement of manufactured homes, begins within any areas of special flood hazard established in Article I, a Flood Hazard Development Permit shall be obtained from the Code Enforcement Officer. This permit shall be in addition to any other permits which may be required pursuant to the codes and ordinances of the Town of Eliot, Maine.

## **Floodplain Management Ordinance**

### Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

#### Sec. 25-3. – Application for permit

The application for a Flood Hazard Development Permit shall be submitted to the Code Enforcement Officer and shall include:

- (1) The name, address, and phone number of the applicant, owner, and contractor;
- (2) An address and a map indicating the location of the construction site;
- (3) A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;
- (4) A statement of the intended use of the structure and/or development;
- (5) A statement of the cost of the development including all materials and labor;
- (6) A statement as to the type of sewage system proposed;
- (7) Specification of dimensions of the proposed structure and/or development;

[Items (8)-(11)b. apply only to new construction and substantial improvements.]

- (8) The elevation in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or to a locally established datum in Zone A only, of the:
  - a. base flood at the proposed site of all new or substantially improved structures, which is determined:
    - i. in Zones AE from data contained in the “Flood Insurance Study - York County, Maine,” as described in **Section 25-1**; or,
    - ii. in Zone A:
      - (a) from any base flood elevation data from federal, state, or other technical sources (such as FEMA’s Quick-2 model, FEMA 265), including information obtained pursuant to **Subsection 25-6(m)** and **Subsection 25-8(d)**; or,
      - (b) in the absence of all data described in **subparagraph (a)**, information to demonstrate that the structure shall meet the elevation requirement in **Subsection 25-6(h)(2)b.**, **Subsection 25-6(i)(2)a. or b.**, or **Subsection 25-6(j)(2)b.**
  - b. highest and lowest grades at the site adjacent to the walls of the proposed building;
  - c. lowest floor, including basement; and whether or not such structures contain a basement;



## **Floodplain Management Ordinance**

### Proposed Town Code Amendments of Chapter 1 – General Provisions and Chapter 25 – Floodplain Management Ordinance, Related to the Update of the Town’s Floodplain Management Ordinance

- d. lowest machinery and equipment servicing the building; and,
  - e. level, in the case of non-residential structures only, to which the structure will be floodproofed.
- (9) A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in **Section 25-6**;
- (10) A written certification by:
- a. a Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
  - b. a Professional Land Surveyor, registered professional engineer or architect that the base flood elevation shown on the application is accurate.
- (11) The following certifications as required in **Section 25-6** by a registered professional engineer or architect:
- a. a Floodproofing Certificate (FEMA Form FF-206-FY-22-153, as amended), to verify that the floodproofing methods for any non-residential structures will meet the floodproofing criteria of **Section 25-6(i)**; and other applicable standards in **Section 25-6**;
  - b. a Hydraulic Openings Certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of **Section 25-6(n)(2)a**;
  - c. a certified statement that bridges will meet the standards of **Section 25-6(o)**;
  - d. a certified statement that containment walls will meet the standards of **Section 25-6(p)**.
- (12) A description of the extent to which any water course will be altered or relocated as a result of the proposed development; and,
- (13) A statement of construction plans describing in detail how each applicable development standard in **Section 25-6** will be met.

#### Sec. 25-4. – Application fee and expert’s fee

A non-refundable application fee in the amount **established by the Select Board as authorized by Section 1-25** shall be paid to the Town Clerk and a copy of a receipt for the same shall accompany the application.

An additional fee may be charged if the Code Enforcement Officer, Planning Board, and/or Board of Appeals needs the assistance of a professional engineer or other expert. The expert’s fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to

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be heard on the subject. An applicant who is dissatisfied with a decision to hire expert assistance may appeal that decision to the Board of Appeals.

#### Sec. 25-5. – Review standards for flood hazard development permit applications

The Code Enforcement Officer shall:

- (a) Review all applications for the Flood Hazard Development Permit to assure that proposed developments are reasonably safe from flooding and to determine that all pertinent requirements of **Section 25-6** (Development Standards) have been, or will be met;
- (b) Utilize, in the review of all Flood Hazard Development Permit applications:
  - (1) the base flood and floodway data contained in the “Flood Insurance Study - York County, Maine,” as described in **Section 25-1**;
  - (2) in special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review, and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to **Paragraph 25-3(8)a.ii.(a)**; **Subsection 25-6(m)**; and **Subsection 25-8(d)**, in order to administer **Section 25-6**; and,
  - (3) when the **Town** establishes a base flood elevation in a Zone A by methods outlined in **Paragraph 25-3(8)a.ii.(b)**, the **Town** shall submit that data to the Maine Floodplain Management Program.
- (c) Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in **Section 25-1**;
- (d) In the review of Flood Hazard Development Permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;
- (e) Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program prior to any alteration or relocation of a water course and submit copies of such notifications to the Federal Emergency Management Agency;

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- (f) If the application satisfies the requirements of this **chapter**, approve the issuance of one of the following Flood Hazard Development Permits based on the type of development:
- (1) A two part Flood Hazard Development Permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an “under construction” Elevation Certificate completed by a Professional Land Surveyor based on the Part I permit construction for verifying compliance with the elevation requirements of Section 25-6, **subsections (h), (i), or (j)**. Following review of the Elevation Certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the Flood Hazard Development Permit. Part II shall authorize the applicant to complete the construction project; or,
  - (2) A Flood Hazard Development Permit for Floodproofing of Non-Residential Structures that are new construction or substantially improved non-residential structures that are not being elevated but that meet the floodproofing standards of **Section 25-6(i)(1)**. The application for this permit shall include a Floodproofing Certificate signed by a registered professional engineer or architect; or,
  - (3) A Flood Hazard Development Permit for Minor Development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. Minor development also includes but is not limited to: accessory structures as provided for in **Section 25-6(l)**, mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.
- (g) Maintain, as a permanent record, copies of all Flood Hazard Development Permit Applications, corresponding Permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of **Section 25-9**, and copies of Elevation Certificates, Floodproofing Certificates, Certificates of Compliance, and certifications of design standards required under the provisions of **Sections 25-3, 25-6, and 25-7**.

#### Sec. 25-6. – Development standards

All developments in areas of special flood hazard shall meet the following applicable standards:

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- (a) *All development.* All development shall:
  - (1) be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse, or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - (2) use construction materials that are resistant to flood damage;
  - (3) use construction methods and practices that will minimize flood damage; and,
  - (4) use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities, that are designed and/or located so as to prevent water from entering or accumulating within the components during flooding conditions.
- (b) *Water Supply.* All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- (c) *Sanitary Sewage Systems.* All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.
- (d) *On Site Waste Disposal Systems.* On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.
- (e) *Watercourse Carrying Capacity.* All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.
- (f) *Utilities.* New construction or substantial improvement of any structure (including manufactured homes) located within Zones A and AE shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least two feet above the base flood elevation.
- (g) *Physical Changes to the Natural Landscape.* Certain development projects, including but not limited to, retaining walls, sea walls, levees, berms, and rip rap, can cause physical changes that affect flooding conditions.
  - (1) All development projects in Zone AE that cause physical changes to the natural landscape shall be reviewed by a Professional Engineer to determine whether or not the project changes the base flood elevation, zone, and/or the flood hazard boundary line.
  - (2) [see a. and b. below]

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- a. If the Professional Engineer determines, through the use of engineering judgement, that the project would not necessitate a Letter of Map Revision (LOMR), a certified statement shall be provided.
  - b. If the Professional Engineer determines that the project may cause a change, a hydrologic and hydraulic analysis that meets current FEMA standards shall be performed.
- (3) If the hydrologic and hydraulic analysis performed indicates a change to the base flood elevation, zone, and/or the flood hazard boundary line, the applicant may submit a Conditional Letter of Map Revision (C-LOMR) request to the Federal Emergency Management Agency for assurance that the as-built project will result in a change to the Flood Insurance Rate Map. Once the development is completed, a request for a Letter of Map Revision (LOMR) shall be initiated.
- (4) If the hydrologic and hydraulic analysis performed show a change to the base flood elevation, zone, and/or the flood hazard boundary line, as soon as practicable, but no later than 6 months after the completion of the project, the applicant shall submit the technical data to FEMA in the form of a Letter of Map Revision request.
- (h) *Residential.* New construction or substantial improvement of any residential structure located within:
  - (1) Zone AE shall have the lowest floor (including basement) elevated to at least two feet above the base flood elevation.
  - (2) Zone A shall have the lowest floor (including basement) elevated:
    - a. to at least two feet above the base flood elevation utilizing information obtained pursuant to Paragraph 25-3(8)a.ii.(a); Subsection 25-5(b); or Subsection 25-8(d); or,
    - b. in the absence of all data described in Paragraph a., to at least two feet above the highest adjacent grade to the structure.
- (i) *Non-Residential.* New construction or substantial improvement of any non-residential structure located within:
  - (1) Zone AE, shall have the lowest floor (including basement) elevated to at least two feet above the base flood elevation, or together with attendant utility and sanitary facilities shall:
    - a. be floodproofed to at least two feet above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;

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- b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
  - c. be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Section 25-3(11) and shall include a record of the elevation above mean sea level to which the structure is floodproofed.
- (2) Zone A shall have the lowest floor (including basement) elevated:
- a. to at least two feet above the base flood elevation utilizing information obtained pursuant to Paragraph 25-3(8)a.ii.(a); Subsection 25-5(b); Subsection 25-8(d); or,
  - b. in the absence of all data described in Paragraph a., to at least two feet above the highest adjacent grade to the structure; or,
  - c. together with attendant utility and sanitary facilities meet the floodproofing standards of Paragraphs 25-6(i)(1)a., b., and c.
- (j) *Manufactured Homes*. New or substantially improved manufactured homes located within:
- (1) Zone AE shall:
- a. be elevated such that the lowest floor (including basement) of the manufactured home is at least two feet above the base flood elevation;
  - b. be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
  - c. be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:
    - 1. over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
    - 2. frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).

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3. All components of the anchoring system described in Paragraphs 1 and 2 shall be capable of carrying a force of 4800 pounds.
- (2) Zone A shall:
    - a. be elevated on a permanent foundation, as described in Paragraph 25-6(j)(1)b., such that the lowest floor (including basement) of the manufactured home is at least two feet above the base flood elevation utilizing information obtained pursuant to Paragraph 25-3(8)a.ii.(a); Subsection 25-5(b); Subsection 25-8(d); or,
    - b. in the absence of all data as described in Paragraph a., to at least two feet above the highest adjacent grade to the structure; and,
    - c. meet the anchoring requirements of Paragraph 25-6(j)(1)c.
  - (k) *Recreational Vehicles*. Recreational Vehicles located within:
    - (1) Zones A and AE shall either:
      - a. be on the site for fewer than 180 consecutive days; and,
      - b. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
      - c. be permitted in accordance with the elevation and anchoring requirements for “manufactured homes” in Subsection 25-6(j)(1).
  - (l) *Accessory Structures*. New construction or substantial improvement of Accessory Structures, as defined in Section 1-2, shall be exempt from the elevation criteria required in Subsections 25-6(h) and 25-6(i) above, if all other requirements of Section 25-6 and all the following requirements are met.
    - (1) Accessory Structures located in Zones A and AE shall:
      - a. meet the requirements of Subsections 25-6(a)(1) through (4), as applicable;
      - b. be limited in size to a one-story two car garage;
      - c. have unfinished interiors and not be used for human habitation;
      - d. have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and, when possible, outside the Special Flood Hazard Area.
      - e. be located outside the floodway;
      - f. when possible, be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be

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- placed further from the source of flooding than is the primary structure; and,
- g. have hydraulic openings, as specified in **Subsection 25-6(n)(2)**, in at least two different walls of the accessory structure.
- (m) *Floodways.*
- (1) In Zone AE riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community’s Flood Insurance Rate Map, unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such encroachments will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
  - (2) In Zones A and AE, riverine areas for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in Section 25-6(m)(3), unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:
    - a. will not increase the water surface elevation of the base flood more than one foot at any point within the community; and,
    - b. is consistent with the technical criteria contained in FEMA’s guidelines and standards for flood risk analysis and mapping.
  - (3) In Zones A and AE riverine areas for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.
- (n) *Hydraulic Openings/Flood Vents.* New construction or substantial improvement of any structure in Zones A and AE that meets the development standards of **Section 25-6**, including the elevation requirements of Subsections 25-6(h), 25-6(i), or 25-6(j) and is elevated on posts, columns, piers, piles, or crawlspace may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:
- (1) Enclosed areas are not “basements” as defined in **Section 1-2**;
  - (2) Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:



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- a. be engineered and certified by a registered professional engineer or architect; or,
- b. meet or exceed the following minimum criteria:
  - 1. a minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
  - 2. the bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
  - 3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;
- (3) The enclosed area shall not be used for human habitation; and,
- (4) The enclosed areas are usable solely for building access, parking of vehicles, or storage.
- (o) *Bridges.* New construction or substantial improvement of any bridge in Zones A and AE shall be designed such that:
  - (1) when possible, the lowest horizontal member (excluding the pilings or columns) is elevated to at least two feet above the base flood elevation; and,
  - (2) a registered professional engineer shall certify that:
    - a. the structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of Subsection 25-6(m); and,
    - b. the foundation and superstructure attached thereto are designed to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.
- (p) *Containment walls.* New construction or substantial improvement of any containment wall located within:
  - (1) Zones A and AE shall:
    - a. have the containment wall elevated to at least two feet above the base flood elevation;

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- b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
  - c. be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by **Section 25-3(11)**.
- (q) *Wharves, Piers, and Docks*. New construction or substantial improvement of wharves, piers, and docks are permitted in Zones A and AE, in and over water, and shall comply with all applicable local, state, and federal regulations.

#### Sec. 25-7. – Certificate of Compliance

No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a Certificate of Compliance is issued by the Code Enforcement Officer subject to the following provisions:

- (a) For New Construction or Substantial Improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer an Elevation Certificate completed by a Professional Land Surveyor for compliance with **Section 25-6, paragraphs (h), (i), or (j)**.
- (b) The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.
- (c) Within 10 working days, the Code Enforcement Officer shall:
  - (1) review the Elevation Certificate and the applicant’s written notification; and,
  - (2) upon determination that the development conforms with the provisions of this ordinance, shall issue a Certificate of Compliance.

#### Sec. 25-8. – Review of subdivision and development proposals

The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law, or local ordinances or regulations, and all projects on 5 or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:

- (a) All such proposals are consistent with the need to minimize flood damage.
- (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.

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- (c) Adequate drainage is provided so as to reduce exposure to flood hazards.
- (d) All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.
- (e) Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a Special Flood Hazard Area are to be constructed in accordance with **Section 25-6**. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.

#### Sec. 25-9. – Appeals and variances

The Board of Appeals of the Town of Eliot may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this **chapter**.

The Board of Appeals may grant a variance from the requirements of this **chapter** consistent with state law and the following criteria:

- (a) Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (b) Variances shall be granted only upon:
  - (1) a showing of good and sufficient cause; and,
  - (2) a determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances; and,
  - (3) a showing that the issuance of the variance will not conflict with other state, federal, or local laws or ordinances; and,
  - (4) a determination that failure to grant the variance would result in “undue hardship,” which in this subsection means:
    - a. that the land in question cannot yield a reasonable return unless a variance is granted; and,

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- b. that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and,
  - c. that the granting of a variance will not alter the essential character of the locality; and,
  - d. that the hardship is not the result of action taken by the applicant or a prior owner.
- (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as it deems necessary.
- (d) Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:
  - (1) the criteria of subsections (a) through (c) of this section and Subsection 25-6(m) are met; and,
  - (2) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- (e) Variances may be issued for the repair, reconstruction, rehabilitation, or restoration of Historic Structures upon the determination that:
  - (1) the development meets the criteria of subsections (a) through (c) of this section; and,
  - (2) the proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure’s continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (f) Variances may be issued for new construction and substantial improvement of Agricultural Structures being used for the conduct of agricultural uses provided that:
  - (1) the development meets the criteria of subsections (a) through (c) of this section; and,
  - (2) the development meets the criteria of Subsection 25-6(m) and Subsection 25-6(n).
- (g) Any applicant who meets the criteria of subsections (a) through (c) and subsection (d), (e), or (f) of this section shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:
  - (1) the issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and,

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- (2) such construction below the base flood level increases risks to life and property; and,
  - (3) the applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks, and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant’s decision to use land located in a floodplain and that the applicant individually releases the municipality from any claims the applicant may have against the municipality that are related to the use of land located in a floodplain.
- (h) *Appeal Procedure for Administrative and Variance Appeals*
- (1) An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within thirty days after receipt of a written decision of the Code Enforcement Officer or Planning Board.
  - (2) Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the documents constituting the record of the decision appealed from.
  - (3) The Board of Appeals shall hold a public hearing on the appeal within thirty-five days of its receipt of an appeal request.
  - (4) The person filing the appeal shall have the burden of proof.
  - (5) The Board of Appeals shall decide all appeals within thirty-five days after the close of the hearing and shall issue a written decision on all appeals.
  - (6) The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a Flood Hazard Development Permit, which includes any conditions to be attached to said permit.
  - (7) Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with State laws within forty-five days from the date of any decision of the Board of Appeals.

#### Sec. 25-10. – Enforcement and penalties

- (a) It shall be the duty of the Code Enforcement Officer to enforce the provisions of this **chapter** pursuant to Title 30-A MRSA § 4452.
- (b) The penalties contained in Title 30-A MRSA § 4452 shall apply to any violation of this **chapter**.

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- (c) In addition to any other actions, the Code Enforcement Officer, upon determination that a violation exists, may submit a declaration to the Administrator of the Federal Insurance Administration requesting a denial of flood insurance. The valid declaration shall consist of:
- (1) the name of the property owner and address or legal description of the property sufficient to confirm its identity or location;
  - (2) a clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation, or ordinance;
  - (3) a clear statement that the public body making the declaration has authority to do so and a citation to that authority;
  - (4) evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,
  - (5) a clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.

#### Sec. 25-11. – Validity and severability

If any section or provision of this chapter is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this chapter.

#### Sec. 25-12. – Conflict with other laws

This chapter shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law. Where this chapter imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this chapter shall control.

#### Sec. 25-13. – Definitions

See Section 1-2.

#### Sec. 25-14. - Abrogation

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).

#### Sec. 25-15. – Disclaimer of liability

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The degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.

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**Municipal Officers’ Certification of Official Text of a Proposed Ordinance**

To the Town Clerk of the Town of Eliot, Maine:

We hereby certify to you that the document to which we have affixed this certificate is a true copy of the official text of an ordinance entitled “Floodplain Management Ordinance”, which is to be presented to the voters for their consideration on June 4, 2024.

Pursuant to 30-A M.R.S.A. § 3002(2), you will retain this copy of the complete text of the ordinance as a public record and make other copies available for distribution to the voters, and you will ensure that copies are available at the town meeting/polling places on the day of the vote.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Richard Donhauser, Chairman

\_\_\_\_\_  
William Widi, Vice Chairman

\_\_\_\_\_  
Lauren Dow

\_\_\_\_\_  
Stanley Shapleigh

\_\_\_\_\_  
B. Cabot Trott

**Select Board  
Town of Eliot, Maine**





**TOWN OF ELIOT MAINE**  
PLANNING OFFICE  
1333 State Road  
Eliot ME, 03903

To: Ken Wood, PE, Attar Engineering, Applicant’s Representative  
Wyatt Page, Attar Engineering, Applicant’s Representative  
From: Jeff Brubaker, AICP, Town Planner JSB  
Cc: Planning Board  
Kim Tackett, Land Use Administrative Assistant  
Shelly Bishop, Code Enforcement Officer  
Kristin McNulty, Treasurer  
Donald Ferrara, CMA, Assessor  
Michael Sullivan, Town Manager  
Date: February 12, 2024  
Re: PB23-7: 705 (708) River Rd. Subdivision (4 lots) – **Parks and Recreation Payment-In-Lieu Recommendation**

On September 5, 2023, the Planning Board (PB), pursuant to §§41-66 and 41-256(c) of the Town Code, expressed support for a waiver from the requirement that your client’s proposed subdivision reserve land for park and/or recreational purposes. At the same meeting, they approved the subdivision sketch plan.

The PB expressed interest in a payment-in-lieu (PIL) of reserving land, to be calculated during Preliminary Plan review. They also hoped that I would speak further about this with our Town Manager.

This review estimates per-lot PILs for the proposed subdivision, based on a few cost-sharing scenarios (more on that below). The Eliot subdivision regulations, including 41-256(c), do not offer detailed guidance on how to calculate this. For this estimate, I propose a similar methodology as used for PB22-9, the Clover Farm Subdivision (771-787 Main St.), for whom Attar Engineering was also the representative.

As with PB22-09, a caveat here is that this estimate does not have the expertise behind it that a specialized consultant may bring to the work. You may wish to disagree or suggest revisions to the methodology. It may yet be possible to hire a consultant, if necessary, to provide a more thorough review, but that would likely entail a significant third-party review fee and an extension of the PB’s review.

**William Murray Rowe Park Improvements**

William Murray Rowe Park (510 River Rd.) is within ½ mile, as the crow flies, of the proposed subdivision (see attached map). It is the focus park of the PB’s review and this estimate. I seek to

estimate a reasonable share for the proposed subdivision lots of the park’s capital improvement needs. Operating and maintenance costs are excluded from this analysis.

The park includes a Little League baseball diamond, multi-purpose field set up for soccer, parking lot, and some small auxiliary/storage buildings. When it was actively used, it had a seasonal portable bathroom and picnic tables. The park was developed and initially maintained by a volunteer with the understanding that the Town would assume maintenance responsibilities. However, the Town has not kept up with maintenance, and the park has fallen into disrepair. As of 2023, the fields had overgrown and the dugouts and fences were deteriorated. Little League games had relocated elsewhere. In 2023, the Town Manager proposed an investment of \$500,000 from unassigned funds to repair and redevelop the park and its fields. The investment was approved by Eliot voters in November 2023 (Warrant Article 3). With the appropriation approved, the project is moving forward. At the time of this report, the Town has hired a consulting firm to design the restoration and improvements prior to going out to bid.

Here I assume that the capital need for the park is \$500,000, equal to the approved appropriation. But this then leads to the question as to what the subdivision should contribute, since the community is already investing \$500,000. That is addressed below.

### **Households within a half-mile of Murray Rowe Park**

I estimated the number of Eliot households within a half-mile aerial distance of Murray Rowe Park, which is consistent with the half-mile service area mentioned in the 2009 Comprehensive Plan. The River Road parcel to be subdivided sits just at the edge of this service area, suggesting that the subdivision residents could conveniently access and benefit from the park’s amenities.

I started by using our online GIS application ([www.axisgis.com/eliotme](http://www.axisgis.com/eliotme)) to select parcels within the half-mile service area (see attached map). There were 169 parcels total. I downloaded a spreadsheet of these parcels that includes the “Primary Building Use” field. This field has a code for each parcel, from the Vision property records, that is a proxy for determining whether there is an existing inhabited dwelling unit on the property, or how many units there are, if more than one. There were no multifamily properties in the half-mile buffer, but the code helped to filter out non-dwelling-unit parcels, such as vacant land. This yielded a total of 103 dwelling units.

The addition of the four 705 (708) River Rd. units yields a total of 107 households, so the subdivision would make up 3.7% (4/107) of the total.

### **Cost-share scenarios**

The amenities at Murray Rowe Park and the fact that \$500,000 in unassigned funds is now being invested in its improvement bear consideration here for what is a fair PIL. It is expected that Little League games will resume after the park’s restoration. At the time of this analysis, the anticipated future of the rear portion (now a rectangular multi-purpose field used for soccer) is uncertain. The residents within a half-mile probably have a better opportunity to enjoy the park than other residents, other things equal, due to their proximity. At the same time, it is a public park open to all, including both Eliot residents and non-residents who are visiting or taking part in organized athletic opportunities. It makes sense, then, that nearby residential properties, in particular new subdivision

PB23-7: 705 (708) River Rd. Subdivision (4 lots) – Parks and Recreation Payment-In-Lieu Recommendation

lots, should contribute a prorated share to the park’s capital improvements after factoring in the communitywide contribution. Therefore, the following three cost-share scenarios are offered:

Cost-share scenarios for half-mile residential properties	Share of capital need	Amount per lot (rounded to nearest \$)
High	75%	\$ 3,505
Medium	50%	\$ 2,336
Low	25%	\$ 1,168

I want to acknowledge that, if my notes are correct, the applicant volunteered a PIL of \$750 per lot. The PB can decide what it deems appropriate, but my recommendation would be at the medium (50%) level, reflecting a balance of communitywide and nearby-resident contributions and resulting in a PIL for this subdivision of **\$2,336 per new lot** (not the resultant lot that includes the existing house). The three lots would therefore contribute approximately \$7,000 total to the park’s capital needs.

**What happens to the PIL?**

41-256 specifies that the PIL “shall be placed in a trust fund to be used exclusively for the purchase and development of sites for parks, playgrounds, and other recreational purposes and would serve the proposed subdivision.” If the park’s repair and redevelopment costs turn out to be over \$500,000, the PIL could provide a small supplement to help cover the overage. If the costs are under \$500,000, the Town could keep the PIL in the trust for future park capital needs. In any case, the subdivision will have contributed a prorated share to the improvement of a park that will serve the future residents.



# Properties within a half-mile of Murray Rowe Park

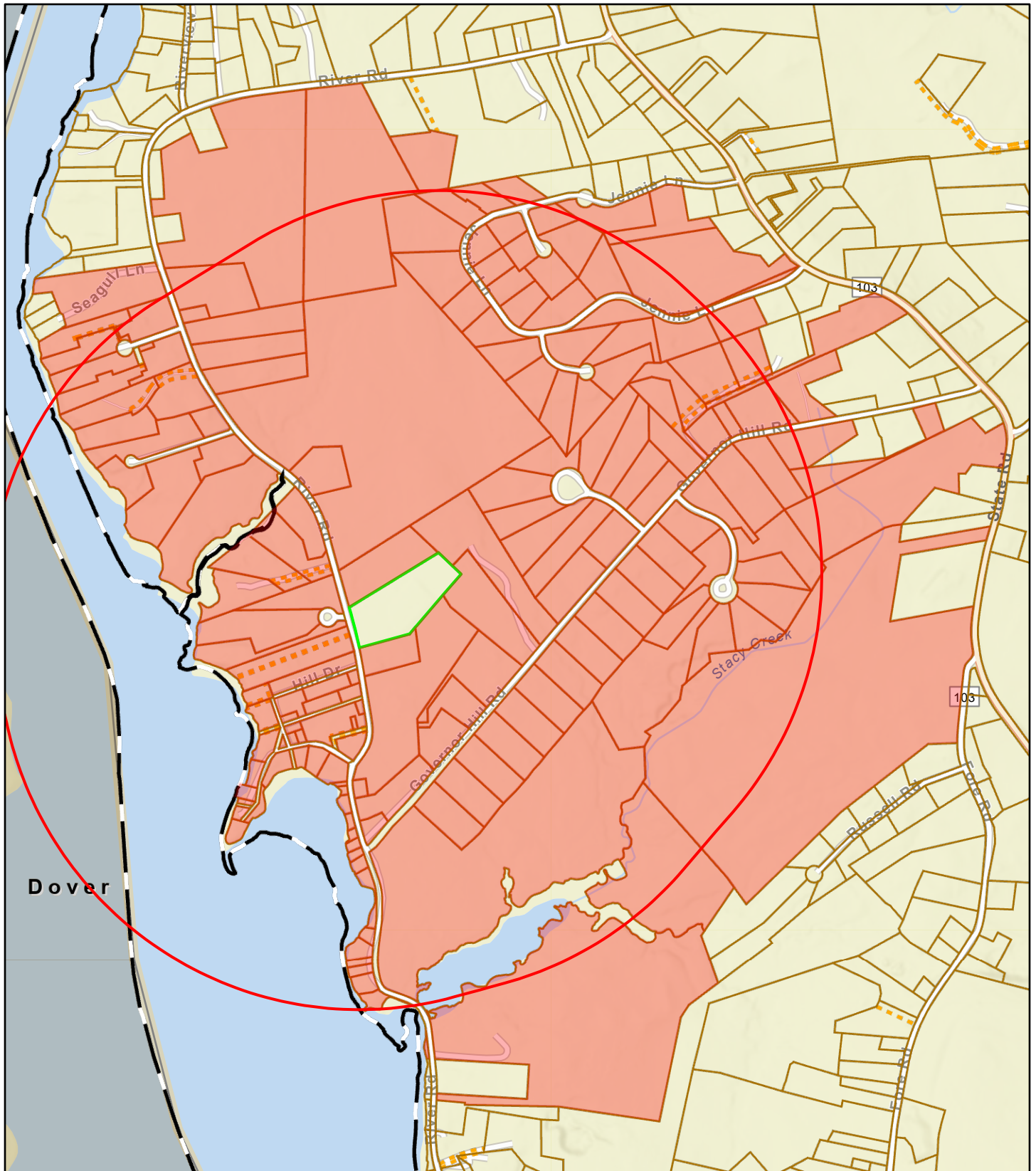
Town of Eliot, ME

1 inch = 1000 Feet



[www.cai-tech.com](http://www.cai-tech.com)

February 13, 2024



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM  
COMMISSIONER

July 31, 2023

Ken Wood  
Attar Engineering  
1284 State Road  
Eliot, ME 03903

Re: Vernal Pool Significance Determination, Pool ID # 5198–Eliot

Dear Ken Wood:

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

Based on your field survey, it has been determined that the vernal pool identified above on the property of Alan Newson is NOT SIGNIFICANT because either: 1. the feature does not meet the definition of a vernal pool under the Significant Wildlife Habitat rules, 06-096 CMR 335(9) or 2. the vernal pool does not meet the biological standards for exceptional wildlife use of the Significant Wildlife Habitat rules, 06-096 CMR 335(9)(B). Therefore, activities within 250 feet of the pool are not regulated under the Natural Resources Protection Act (NRPA) unless there are other protected natural resources nearby such as streams or freshwater wetlands. I have attached a copy of the database printout that verifies the State’s findings with respect to your survey.

I want to also advise you that the pool area on the property can be considered a freshwater wetland and therefore direct pool alterations may require permitting under the NRPA.

The Department will notify the landowner of the pool status under separate cover. If you have any questions or need further clarification, please contact Mark Stebbins at 207-592-4810 or email at: [Mark.N.Stebbins@maine.gov](mailto:Mark.N.Stebbins@maine.gov)

Sincerely,

Robert Wood  
Director, Bureau of Land Resources

cc. town file

**AUGUSTA**  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826

**BANGOR**  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
207-941-4570 FAX: (207) 941-4584

**PORTLAND**  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

**PRESQUE ISLE**  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769  
(207) 764-0477 FAX: (207) 760-3143

## IFW Recommendations for Significant Vernal Pool Determinations

The following is a list of pools and IFW's recommendations for whether or not they qualify as Significant Vernal Pools, one of Maine's Significant Wildlife Habitats.

**Data current as of: Monday, July 31, 2023**

---

IFW's Pool ID: 5198 Twp: Eliot UTM Coordinates of Pool Center: 351602 E, 4778811 N  
Observer's ID: Newson, Eliot ProjectType: Newson, River Road, Eliot

Landowner: Alan Newson	Contact: Ken Wood - Attar Engineering
705 River Road	1284 State Road
Eliot, ME 03903	Eliot, ME 03903
(207) 252-4050 alanpnewson@gmail.com	(207) 439-6023 ken@attarengineering.com

Survey Date: 4/10/2023 Additional Survey Dates: 04/17/2023, 04/26/2023

IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the vernal pool definition

IFW Comments: Pool provides some habitat for wood frogs but does not mee biological criteria for significance. Pool also does not meet MDEP vernal pool definitions (unnatural - borrow pit).



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM  
COMMISSIONER

July 31, 2023

Alan Newson  
705 River Road  
Eliot, ME 03903

Re: Vernal Pool Significance Determination, Pool ID # 5198–Eliot

Dear Alan Newson:

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

After conducting a field survey at your request, it has been determined that the vernal pool identified above on your property is NOT SIGNIFICANT because either: 1. the feature does not meet the definition of a vernal pool under the Significant Wildlife Habitat rules, 06-096 CMR 335(9) or 2. the vernal pool does not meet the biological standards for exceptional wildlife use of the Significant Wildlife Habitat rules, 06-096 CMR 335(9)(B). Therefore, activities within 250 feet of the pool are not regulated under the Natural Resources Protection Act (NRPA) unless there are other protected natural resources nearby such as streams or freshwater wetlands. I have attached a copy of the database printout that verifies the State's findings with respect to your survey.

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If you have any questions or need further clarification, please contact Mark Stebbins at 207-592-4810 or email at: [Mark.N.Stebbins@maine.gov](mailto:Mark.N.Stebbins@maine.gov)

Sincerely,

Robert Wood  
Director, Bureau of Land Resources

cc. town file

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Survey Date: 4/10/2023 Additional Survey Dates: 04/17/2023, 04/26/2023

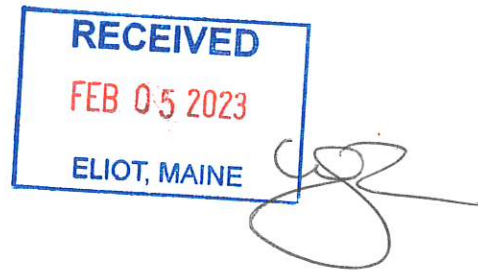
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Karen Richards  
266 Hanscom Rd  
Eliot, ME 03903  
(207)333-1316

Eliot Planning Board  
1333 State Rd.  
Eliot, ME 03903



February 4, 2024

To the members of the Board,

Having family that has lived in Eliot for multiple generations, I am bringing to you many issues of concern, but one in particular that I urge you to look into for immediate remedy.

I have been told that I am the only one to complain about the noise from the ARC trash facility located off of Route 236 (I think it may now be under ownership of Waste Innovations). I feel that's because I am likely the only one to know what Eliot *was* compared to what it sadly has become. That is, I feel like I am one of the only people subjected to this noise who remembers what it was like to live before the daily noise was constant, and just accepted by many as a "given", and something to just put up with.

The trash company begins their operation anywhere from 2:30 AM onward, The sounds are of loud bangs of what sounds like tailgates of dump trucks, and the back-up beeps from large vehicles. There is also an incessant noise which sounds as though it could be from some sort of an industrial turbine, droning away monotonously. It is my belief that the banging sounds are loud enough to exceed the allowance of decibels for sound pressure level limits if they are such that they wake me from my sleep. I would like to have these levels tested. Sound pressure level limits aside, the intermittence of the banging and the frequency, as described in the Eliot Code of Ordinances, Article VIII, Sec. 45-407 on Noise are such that they have proven to be exceptionally "objectionable" to my well-being.

This noise wakes me every day and has caused me extreme and unnecessary hardship to both my physical and my mental wellbeing. I am constantly overstressed and overtired. Not to mention the sounds in the middle of the night have exacerbated and triggered my existing PTSD.

I have brought my concerns to the Code Enforcement Officer who has not done anything to address the problem. It was pointed out to me that the time in which I am complaining is outside of the CEO's work hours, and therefore apparently are not up to them to investigate. If not the CEO, then who?

I asked the Eliot Police Department for assistance to look into the noise issue, feeling at this point that no one else would listen to me nor were they willing to do anything about it. An officer did make a trip out to the site in question during the hours of concern and reported back that there was, in fact, operation at the location, and that the noise was from large construction equipment moving about. Furthermore, he stated that the large three-sided housing structures the vehicles were working within and underneath appeared to amplify the noise. I have included the findings of his visit to the location. I had shared this information with the Town Manager. However, he felt that it was of no concern. He feels that the noise ordinance makes allowances for the businesses located on Route 236. Again, I felt like my concerns were brushed aside because I am the only one, according to him, that has had a complaint about this. When there is an issue that is severely disrupting the health and daily life of even one resident, it is the responsibility of Town Officials to investigate the claim and to address any issues that exist.

Route 236 in Eliot is one of the most dangerous roads. And yet more driveways are being carved in for new development with no secondary access road to get to and through the center should an accident require emergency vehicles. This could cause a chain reaction or be seriously detrimental to those in need of emergency personnel. The noise, as well as the light pollution on the Route 236 corridor is of great concern. It is distracting to not only homeowners within earshot of the highway, but the digital signage that is allowed poses a driving hazard to motorists, especially at night, with the flashing and fast-moving illuminations.

I believe that the 100-foot setback between commercial and residential properties is not enough protection to the residents. The clearcutting of trees and stripping of land as done by the businesses is detrimental to all abutters.

There is an obnoxious odor of onion in the air from Eliot Commons at times that has been noted by many people. There should be some sort of filtration unit in place to eliminate this stench from the air around the source.

Cumberland Farms was built at a time when it was stated that no further exits or entrances into the Eliot Commons would be constructed other than those already in use. However, there has been one directly accessing Route 236 added since then. It seems that there should be closer research on what is allowable when considering future projects of development in town. The formerly created stipulations on growth or safety and welfare of town residents are being bypassed for the benefit of businesses for which we do not see substantial enough tax revenue for the consequences that we ultimately pay for these businesses.

I understand that I bring up several issues in this letter. But the one that I am beseeching you to investigate first and foremost is the concern that I have about the noise that wakes me up and has indeed detrimentally disrupted my day-to-day living. I have asked both the Code Enforcement Officer and the Town Manager to help me get to the bottom of this, but as I have said, I do not feel that my concerns have been heard. In the meantime, my distress has only intensified, and my physical and mental well-being have suffered even more with prolonged

exposure. These issues are all real, valid, and need to be addressed before allowing more hardship to fall on residents in an undue manner.

I realize that your position requires you to take into consideration many different issues and concerns placed before you by residents and business owners alike. In consideration of that, I urge you to consider and prioritize the needs of the *residents* over the desires of the businesses that are chopping up and building along Route 236 into the invaluable watershed of Mount Agamenticus, which benefits many towns aside from our own.

Please take the steps necessary to investigate the concerns I have about noise and hours of operation for the commercial trash facility located on 236 and take whatever steps are necessary to remedy the situation.

Thank you for your time and attention.



Karen Richards

cc: Select Board  
Planning Board  
Board of Appeals  
Comprehensive Plan Committee  
Capital Improvement Committee  
Code Enforcement Officer (Shelly Bishop)  
Town Planner (Jeff Brubaker)  
Land Use Assistant (Kim Tackett)  
Town Manager (Mike Sullivan)



Eliot Police Department  
Incident Report

Incident #: 23ELI-458-OF  
Call #: 23-20389

Date/Time Reported: 10/17/2023 0445  
Report Date/Time: 10/17/2023 2222  
Status: No Crime Involved

Reporting Officer: Sergeant Ronald Lund  
Approving Officer: Chief ELLIOTT MOYA

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

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

# EVENTS (S)

LOCATION TYPE: Residence/Home/Apt./Condo      Zone: E ZONE 2  
266 HANSCOM RD  
ELIOT ME 03903

1 Assist Citizen

#	PERSON (S)	PERSON TYPE	SEX	RACE	AGE	SSN	PHONE
1	RICHARDS-NORTON, KAREN A 266 HANSCOM RD ELIOT ME 03903 DOB: 11/26/1956	REPORTING PARTY	F	W	66		207-333-1316

CONTACT INFORMATION:

Home Phone	(Primary)	207-337-8086	NA
Home Phone	(Primary)	207-963-6017	NA
CallBack Number	(Primary)	207-333-1316	

**Eliot Police Department**

**Page: 1**

**NARRATIVE FOR SERGEANT RONALD LUND**

**Ref: 23ELI-458-OF**

**October 16, 2023:**

At approximately 1406 hours, I was the on-call supervisor for the Eliot Police Department and received an email from Chief Elliott Moya of a voicemail message that he had received asking to contact a resident, Karen Richards-Norton of 266 Hanscom Road. Karen was complaining about industrial noises that begin every day around 0500 hours. I began my shift at 1900 hours and spoke with Karen via telephone. Karen stated that starting early in the morning, all she can hear is construction equipment beeping constantly as well as loud metal banging, as a dump truck was being emptied. Karen had contacted the Eliot Code Enforcement Officer and was informed that the CEO does not begin work until 0700 hours. I informed Karen that I was working the overnight shift and I would be in the area the next morning. We discussed further that she felt the noise was coming past the area of Surry Lane. I suggested that it would be most likely the old ARC Recycling Center or York Woods.

**October 17, 2023:**

At approximately 0430 hours, I was stationary in the area of Surry Lane and was outside of my cruiser with the engine off. After waiting approximately fifteen minutes and only hearing road traffic noise from Harold L. Dow Highway, I did not hear any construction noise in the area, I relocated to the area of WIN, Waste Innovations located at 464 Harold L. Dow Highway. While at a business next to WIN, I heard equipment beeping in the distance. I then travelled into the WIN property and observed equipment loading in the first covered building behind the mechanic shop. I recorded the two pieces of equipment including a tracked excavator that would beep when backing up and when the cab would rise or be lowered. The second piece of equipment was a front end loader, which would also sound a beeping alarm when backing. The building is a covered building but the door cutouts are open allowing the sounds in the building to be amplified.

I then travelled to Hissong Ready-Mix Aggregate at 50 MacLellen Drive and observed a large dump truck dumping product and watched the operator move the bed in order to make sure all contents were out of the dump body and heard the rear gate slam against the body resulting in a loud metal banging noise.

I emailed the Eliot CEO, Shelly Bishop to notify her of our complaint from Karen and to update her on my findings. I suggested that WIN might be able to baffle their warning alarms on their equipment and that Hissong might suggest to operators making early morning deliveries to not dump/slam their rear gates. I am not aware of what is allowed and not allowed in these industrial zoned areas and was making my suggestions to assist Karen with her quality of life complaints. I will follow up with Karen to advise her of my findings and encourage her to speak with the Eliot CEO.

Sgt. Ronald Lund



Sandra L. Guay  
Partner  
sguay@archipelagolaw.com

1 Dana Street  
Portland, Maine 04101  
(207) 558-0102

January 18, 2024

Via Email

Jeff Brubaker, Town Planner  
Town of Eliot  
1333 State Road  
Eliot, ME 03903  
[jbrubaker@eliotme.org](mailto:jbrubaker@eliotme.org)

Re: Odiorne Lane Solar, LLC. v. Town of Eliot

Dear Jeff:

You have asked me to provide guidance on the Planning Board's role, if any, in recognizing or responding to the decision of the Maine Law Court in the matter of Odiorne Lane Solar, LLC. v. Town of Eliot. As a brief summary, on November 7, 2023, the Law Court remanded the matter to the Superior Court with instructions for that court to enter a judgement affirming the decision of the Board of Appeals. To the best of my knowledge, the Superior Court has thus far not entered that judgement, but presumably will do so at some point.

As a result of the Law Court's decision, the Planning Board now has no jurisdiction over either the original Planning Board approval that was appealed, or over the remand from the Court. Essentially, the decision of the Board of Appeals has been upheld by the Law Court and that matter has been finally settled (subject to the issuance of the Superior Court's judgement which again, should be forthcoming).

The Law Court's decision was based solely on its *de novo* interpretation of "public utility facility" and the Court's determination that the solar array does not meet that definition. The Planning Board's reliance on the evidence before it concerning this definition was reasonable, and while the Law Court found it to be in error, they did not find any procedural errors on the part of the Board. The Planning Board did its job and did it well.

Please let me know if you or if board members have any other questions about this.

Very Truly Yours,



SANDRA L. GUAY

SLG/lb  
Copy to:  
Michael Sullivan, Town Manager

Decision: 2023 ME 67

Docket: Yor-23-80

Argued: October 5, 2023

Decided: November 7, 2023

Panel: STANFILL, C.J., and MEAD, JABAR, HORTON, and CONNORS, JJ.

ODIORNE LANE SOLAR, LLC, et al.

v.

TOWN OF ELIOT et al.

CONNORS, J.

[¶1] The question presented is whether a large solar array project constitutes a “public utility facility” within the meaning of the Town of Eliot’s Zoning Ordinance. Because we conclude that the project does not fit the Ordinance’s plain language definition, we vacate the judgment of the Superior Court (York County, *Douglas, J.*) with instructions to reinstate the decision of the Town’s Board of Appeals vacating the Planning Board’s approval of the application for a permit for the project.

## I. BACKGROUND

[¶2] Odiorne Lane Solar, LLC<sup>1</sup> applied to the Planning Board in the spring

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<sup>1</sup> NHSOLARGARDEN.COM, LLC was Odiorne’s co-applicant for this project. We refer to the applicants collectively as Odiorne.

of 2021 for site-plan review and change-of-use approval to build a large solar array project on land located in the Town's Rural District.<sup>2</sup> Eliot, Me. Code § 45-402 (June 12, 2021). The lot on which the project was to be located comprises approximately seventy acres, with approximately eleven of those acres to be developed. The project consists of a large array of ground-mounted solar panels capable of generating two megawatts of power. Odiorne posited that the large solar array use was a permitted use within the district because "public utility facilities" are allowed within every district. Town of Eliot, Me. Code § 45-290 (Nov. 2, 2021).

[¶3] The Planning Board approved the application. Abutters appealed that approval to the Board of Appeals, which sustained the appeal, vacating the approval of the Planning Board. Odiorne appealed that decision to the Superior Court pursuant to M.R. Civ. P. 80B, and the court vacated the decision of the Board of Appeals. One of the abutters, Jay Meyer, timely appealed to us from the decision of Superior Court. *See* M.R. App. P. 2B(c)(1); 14 M.R.S. § 1851 (2023).

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<sup>2</sup> The lot on which the array would be built is partially within a shoreland and resource-protection overlay zone, but the portions of property to be developed do not fall within the overlay zone.



## II. DISCUSSION

### A. We review the decision of the Planning Board *de novo*.

[¶4] “In a Rule 80B appeal, the Superior Court acts in an appellate capacity, and, therefore, we review the agency’s decision directly.” *21 Seabran, LLC v. Town of Naples*, 2017 ME 3, ¶ 9, 153 A.3d 113 (quotation marks omitted). The administrative decision on review here is that of the Planning Board because the Eliot Board of Appeals acts only in an appellate capacity in this context. *See* Eliot, Me. Code § 45-49 (June 8, 2021); *Mills v. Town of Eliot*, 2008 ME 134, ¶¶ 13-16, 955 A.2d 258.

[¶5] The determinative question in this appeal is whether the array constitutes a “public utility facility” within the meaning of the Ordinance.<sup>3</sup> With respect to the characterization of a use, we have explained that

[w]hen there is no ambiguity in the language of the ordinance, we ordinarily review a Board’s characterization of a structure as a finding of fact, giving deference to the Board’s ultimate conclusion. . . . Interpretations of municipal ordinances, however, are questions of law subject to *de novo* review. . . . Thus, we review the interpretation of the ordinance *de novo*, but we afford the Board’s ultimate characterization of the structure substantial deference.

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<sup>3</sup> Meyer also argued that that the project does not meet the Ordinance’s back-lot requirements. Given our ruling, we need not and do not address this issue.

*Jordan v. City of Ellsworth*, 2003 ME 82, ¶¶ 8-9, 828 A.2d 768. Here, the dispute focuses on the meaning of the text of the Ordinance, as opposed to whether the bundle of factual characteristics of the project fit an unambiguous ordinance definition. Therefore, the question is subject to our de novo review.

[¶6] Finally, “[w]e examine an ordinance for its plain meaning and construe its terms reasonably in light of the purposes and objectives of the ordinance and its general structure. If an ordinance is clear on its face we will look no further than its plain meaning.” *Town of Minot v. Starbird*, 2012 ME 25, ¶ 14, 39 A.3d 897 (citations and quotation marks omitted).

**B. The solar array project is not a “public utility facility” within the meaning of the Ordinance.**

[¶7] The Ordinance does not define “public utility facility.” It defines “public utility” as “any person, firm, corporation, municipal department, board or commission *authorized to furnish gas, steam, electricity, waste disposal, transportation or water to the public.*” Eliot, Me. Code § 1-2 (Nov. 2, 2021) (emphasis added).

[¶8] To furnish electricity to the public in Maine, an entity must be authorized to do so by the Public Utilities Commission pursuant to Title 35-A. As the electricity market is structured in Maine, solar arrays are not public utilities authorized to furnish electricity to the public. *See* 35-A M.R.S.

§§ 2101-2102 (2020)<sup>4</sup> (providing that only public utilities allowed within a service territory may “furnish” services, and listing as electric public utilities only transmission and delivery, not generation).

[¶9] Odiorne admits that it is not a public utility within the meaning of Title 35-A. *See* 35-A M.R.S. § 102(13) (2020). In 1999 and 2000, the Legislature restructured the electricity market so that the owners and operators of the transmission and distribution (T&D) network are public utilities, while generators are not. 35-A M.R.S. § 3202 (2020). Indeed, there is a strict separation between T&D utilities and non-utility generation; T&D utilities are prohibited from owning a generating plant. *See Competitive Energy Servs. LLC v. Pub. Utilities Comm’n*, 2003 ME 12, ¶ 1, 818 A.2d 1039; *Cent. Me. Power Co. v. Pub. Utilities Comm’n*, 2014 ME 56, ¶ 2, 90 A.3d 451.<sup>5</sup>

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<sup>4</sup> All citations to Title 35-A refer to the 2020 version because that was the version that applied when Odiorne applied to the Planning Board, and some sections of Title 35-A have been amended since the 2020 statute took effect, though not in any way relevant to the present case.

<sup>5</sup> The reasoning behind this separation is that the entities that transmit and distribute electricity should be regulated as public utilities because they are monopolies that serve the public, requiring comprehensive regulatory oversight. In contrast, generators compete to provide a commodity. *See Competitive Energy Servs. LLC v. Pub. Utilities Comm’n*, 2003 ME 12, 818 A.2d 1039; *GRIDSOLAR, LLC*, Petition for Finding of Public Convenience and Necessity and Related Approvals for the GridSolar Transmission Reliability Project, No. 2009-00152, Order (Me. P.U.C., Dec. 31, 2009) (stating that the delivery of electricity or transmission and distribution service is a utility service, but generation is not), citing, inter alia, *Cent. Me. Power Co.*, Request for Approval of Location of Easements by Eminent Domain over Six Parcels of Land in Oxford County, No. 1999-00467, Order (Me. P.U.C., Sept. 29, 1999) (distinguishing generation plant from T&D facilities).

[¶10] Instead of being a component of a public utility transmission and distribution network, this solar array would be classified by statute as a non-utility “distributed generation resource,” defined as “an electric generating facility with a nameplate capacity of less than 5 megawatts that uses a renewable fuel or technology under section 3210, subsection 2, paragraph B-3 and is located in the service territory of a transmission and distribution utility in the State.” 35-A M.R.S. § 3481(5) (2020). This definition gives this type of generation certain favorable treatment regarding “net billing” and certain other advantages. *See* 35-A M.R.S. §§ 3209-A, 3482 (2020).<sup>6</sup> But being registered as a distributed generation resource does not make a generator a public utility.

[¶11] As a factual matter, this solar array would not sell its generated electricity to the public. Rather, it would connect its generation plant to the network of Central Maine Power Company, the T&D utility authorized to serve the public in Eliot. CMP would then deploy the electricity generated from the

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<sup>6</sup> When Odiorne applied to the Town Board, the superseded versions of sections 3209-A and 3482 cited above applied. Section 3209-A has since been amended to add subsections pertaining to consumer protection, enforcement, applicability, and unused kilowatt-hour credits. *See, e.g.*, P.L. 2021, ch. 705, § 13 (effective Aug. 8, 2022) (codified at 35-A M.R.S. § 3209-A (2023)); 35-A M.R.S. § 3209-A (2023) (codifying multiple amendments). Section 3482 has since been amended to prohibit the Commission from “procur[ing] distributed generation resources in the shared distributed generation and commercial or institutional distributed generation market segments using the targets and procurement methods described in this chapter.” *See* P.L. 2021, ch. 390, § 3 (effective Oct. 18, 2021) (codified at 35-A M.R.S. § 3482(1) (2023)).

solar array, as well as a host of other generators, throughout the region to serve its retail customers.

[¶12] Odiorne is correct that some approvals from the Commission are required for large solar arrays and that some solar generators have subscribers, but these arguments are not helpful to either its cause or its position. Nothing in the record indicates that this solar array has subscribers, and generators—solar or otherwise—are not authorized to be a public utility.<sup>7</sup>

[¶13] Odiorne argues that Title 35-A is irrelevant because the issue here is how the Town defines a public utility facility, not how the Legislature has done so. Municipalities are free to define a public utility or public utility facility differently than the Legislature does, but here, the Ordinance specifically defines a public utility as an entity “authorized” to furnish electricity to the

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<sup>7</sup> In its first presentation before the Planning Board, Odiorne mentioned that there was a program created by the Legislature to incentivize individuals to purchase power from projects like this solar array, but there is no further mention of this program in the record, so it appears that Odiorne did not participate in this program. In any event, this reference appears to relate to a state program through which the State encourages development of distributed generation. *See* 35-A M.R.S. §§ 3484-3487 (2020); 65-407 C.M.R. ch. 312 (effective Dec. 29, 2019). Under this program, the State procures power from participating generators through competitive solicitation. There are two types of generators that can participate in this program, a “shared distributed generation resource on behalf of subscribers” or a “commercial or institutional distributed generation resource.” 35-A M.R.S. § 3481(14) (2020). The solar array here appears to fall into the latter category. But it would make no difference if the solar array were the first type of resource. As to either type, the State, through the Commission, still buys the power; the generator is not a public utility; and a subscriber remains a customer of the T&D utility. *See* 35-A M.R.S. §§ 3484, 3485(3), 3486(4). A subscriber can either own or be allocated generation from the resource, and when the T&D utility bills its retail customers who are subscribers to that resource, the power generated by that resource is, as an accounting measure, attributed to the resource for pricing purposes. *See* 35-A M.R.S. §§ 3481(18), 3487(2) (2020).

public. Whether an applicant may furnish service to the public is a function of state law, and Title 35-A reflects that Odiorne, like other generators, would not furnish electricity to the public because it is not authorized to do so.

[¶14] To interpret the Ordinance to include generation within the definition of a public utility would also produce absurd results. *See Jordan*, 2003 ME 82, ¶ 10, 828 A.2d 768 (“A court’s interpretation of an ordinance must not create absurd, inconsistent, unreasonable or illogical results.”) (quotation marks omitted). Such inclusion could result in large industrial biomass, natural gas, or nuclear plants being located anywhere in the Town, including the Rural District. It would also ignore the logical reason why the Ordinance allows public utility facilities in every district—to ensure that the heavily regulated monopoly T&D electricity network can be deployed throughout the municipality.

[¶15] Finally, the Ordinance provides that any use not listed is prohibited. Eliot, Me. Code § 45-290 (Nov. 2, 2021). Although the Ordinance specifically addresses “solar energy systems,” this solar array does not fit that definition, Eliot, Me. Code § 1-2 (Nov. 2, 2021), supporting the conclusion that the larger system was not intended to be a permitted use. *See In re Scates*,

94 Me. 579, 580, 48 A. 113, 113 (1901) (applying the maxims “noscitur a sociis” and “ejusdem generis”).<sup>8</sup>

[¶16] In sum, under the plain language of the Ordinance, “public utility facility” means a facility of a public utility authorized to furnish service to the public. The solar array does not meet this definition.<sup>9</sup>

### III. CONCLUSION

[¶17] Whether the location of solar arrays in rural districts is a good idea as a matter of policy is not the question before us. It is up to the voters in the Town of Eliot to decide what uses may be allowed, reflected in the language they adopt in their ordinances. Given the language they chose to define the permitted use of public utility facilities, we agree with the Board of Appeals

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<sup>8</sup> The Ordinance also allows, with the approval of the code enforcement officer, “[u]ses similar to uses requiring a planning board permit.” Eliot, Me. Code § 45-290 (Nov. 2, 2021). But we can base our review only on the ground upon which the Planning Board made its decision, and it did not base its decision on confirmation of the conclusion of the code enforcement officer that a large solar array was similar to a use permitted in the Rural District. Any similarity to a “solar energy system” would not help Odiorne here either because such systems “are allowed only as accessory uses,” suggesting that a large-scale, stand-alone array would *not* be deemed similar and therefore would not be allowed. Eliot, Me. Code § 1-2 (Nov. 2, 2021).

<sup>9</sup> In their briefs and at oral argument, the parties alluded to an amendment to the Ordinance that may expressly allow large solar arrays in the Rural District. But no one has submitted the amended language to us, and as we have stated repeatedly, we cannot take judicial notice of ordinance language. *Mills v. Town of Eliot*, 2008 ME 134, ¶ 23, 955 A.2d 258; *Summit Realty, Inc. v. Gipe*, 315 A.2d 428, 429-30 (Me. 1974) (“We have consistently held that the existence of municipal ordinances must be proved and that they are not subject to judicial notice.”). Hence, we cannot consider whether any such amendment was intended to clarify or change the existing Ordinance language, and we do not know what conditions, if any, attach to this purported permission.

that, at the relevant times for this application, the Ordinance did not permit the location of the project within the Rural District.

The entry is:

Judgment vacated. Remanded to the Superior Court with instructions to enter a judgment affirming the decision of the Board of Appeals.

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