

TOWN OF ELIOT, MAINE

PLANNING BOARD AGENDA

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

DATE: Tuesday, October 18th, 2022
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
 - a) Quorum, Alternate Members, Conflicts of Interest
- 2) PLEDGE OF ALLEGIANCE
- 3) MOMENT OF SILENCE
- 4) 10-MINUTE PUBLIC INPUT SESSION
- 5) REVIEW AND APPROVE MINUTES
 - a) August 2nd, 2022 ~ October 4th, 2022 – if available
- 6) NOTICE OF DECISION
 - a) 147 Beech Road and 0 Harold L. Dow Highway – if available
 - b) 151 Beech Road – if available
- 7) PUBLIC HEARING
 - a) 276 Harold L. Dow Highway (Map 37/Lot 9), PID # 037-009-000, PB22-14: Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility
- 8) NEW BUSINESS
- 9) OLD BUSINESS
 - a) 771/787 Main Street (Map 6/Lots 43, 44, 154), PID # 006-043-000, 006-044-000, 006-154-000, PB22-09: Clover Farm Subdivision (8 lots) – Preliminary Plan Review
 - b) 7 Maclellan Lane (Map 37/Lot 19), PID # 037-019-000, PB22-15: Site Plan Amendment/Review and Change of Use – Marijuana Store, Office, and Retail
 - c) 143 Harold L. Dow Highway (Map 23/Lot 25), PID # 023-025-000, PB22-13: Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary – Sketch Plan Review
- 10) OTHER BUSINESS / CORRESPONDENCE
 - a) Updates, if available: Ordinance Subcommittee, Comprehensive Plan, Town Planner
 - b) Handouts/resources: Maine Farmland Trust, Municipal Solar Siting Guide; 2021 Maine Land Use Law Booklets from SMPDC
- 11) SET AGENDA AND DATE FOR NEXT MEETING
 - a) November 1st, 2022
- 12) ADJOURN

All in-person attendees are asked to wear face masks

POSTED 10/11/22
JSS

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
- 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:

- a) 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.
- b) Please call **1-646-558-8656**
 1. When prompted enter meeting number: **885 6876 2803 #**
 2. When prompted to enter Attendee ID **press #**
 3. When prompted enter meeting password: **821109 #**
- c) 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.
- d) Press *9 to raise your virtual hand to speak


Carmela Braun – Chair

NOTE: All attendees are asked to wear facial protective masks. No more than 50 attendees in the meeting room at any one time. The meeting agenda and information on how to join the remote Zoom meeting will be posted on the web page at eliotmaine.org/planning-board. Town Hall is accessible for persons with disabilities.



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

SITE WALK NOTICE

AUTHORITY: Eliot, Maine Planning Board
PLACE: 7 Maclellan Ln.
DATE OF SITE WALK: October 18th, 2022
TIME: 3:30PM

Notice is hereby given that the Planning Board of the Town of Eliot, Maine will hold a site walk on Tuesday, October 18th, 2022 at 3:30 PM for the following application:

- **7 Maclellan Ln. (Map 37/Lot 19), PID # 037-019-000, PB22-15:** Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use
 - **Applicant:** Potions, LLC, and JAR Cannabis Co.
 - **Property Owner:** Potions, LLC

PUBLIC HEARING NOTICE

AUTHORITY: Eliot, Maine Planning Board
PLACE: Town Hall (1333 State Rd.) with Remote Option
DATE OF HEARING: October 18th, 2022
TIME: 6:00PM

Notice is hereby given that the Planning Board of the Town of Eliot, Maine will hold a public hearing on Tuesday, October 18th, 2022 at 6:00 PM for the following application:

- **276 Harold L. Dow Hwy. (Map 37/Lot 9), PID # 037-009-000, PB22-14:** Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility
 - **Applicant:** Blackbeard Farms, LLC
 - **Property Owner:** Black Hawk Holdings, LLC

Interested persons may be heard and written communication received regarding the proposed application at this public hearing. The application is on file and available for review in the Planning Office at Eliot Town Hall, 1333 State Road, Eliot, ME 03903. The meeting agenda and information on how join the remote Zoom meeting will be posted on the web page at eliotmaine.org/planning-board. Town Hall is accessible for persons with disabilities.

BALLIRO, ANTHONY
BALLIRO, SAMANTHA A
6 YORK POND RD
YORK, ME 03909

CWIKLIK, PETER A
CWIKLIK, JILL
14 VITTUM HILL RD
ELIOT, ME 03903

GALLO, ANTHONY
C/O JEAN HARDY
ELIOT, ME 03903

BARBOUR, ANN C
BARBOUR, FREDERICK J
15 BARNARD LN
ELIOT, ME 03903

DAVIS, RITA REVOCABLE TRU
RITA L DAVIS TRUSTEE
17 ELIZABETH LN
KITTEERY POINT, ME 03905

GORANSSON, PAUL
GORANSSON, HLEN
255 DEPOT RD
ELIOT, ME 03903

BAUMANN, SIGRID
C/O JEAN HARDY
PO BOX 79
ELIOT, ME 03903

DEGRAPPO, DOUGLAS A
DEGRAPPO, MARIA
24 EVERGREEN LN
ELIOT, ME 03903

HARRIS, MICHAEL D
PETERSEN, JENNY
43 LITTLEBROOK LN
ELIOT, ME 03903

BEDARD, PATRICK S
BEDARD, ABBY COHEN
PO BOX 366
ELIOT, ME 03903

DESMARAIS, HILARY B
255 BEECH RD
ELIOT, ME 03903

HASHEM, LEON M JR
HASHEM, BETH F
20 EVERGREEN LN
ELIOT, ME 03903

BOMMARITO, MICHAEL
263 BEECH RD
ELIOT, ME 03903

DG STRATEGIC II LLC
ATTN: TAX DEPT STORE #159
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

HENRIE REALTY TRUST
MARIE & MATTHEW GAGNON TR
PO BOX 431
TOPSFIELD, MA 01983

BROWN DOG PROPERTIES MAIN
396 BEECH RD
ELIOT, ME 03903

DJR REAL ESTATE LLC
61 BRADSTREET LN
ELIOT, ME 03903

HERITAGE OPERATING LP
AMERIGAS PROPANE LP
C/O THE ALBANO GROUP
PO BOX 1240
MANCHESTER, NH 03105

BROX, ERIC A
C/O JEAN HARDY
PO BOX 79
ELIOT, ME 03903

ESTES, CRAIG W
ESTES, LEAH N
29 SURREY LN
ELIOT, ME 03903

HESS, WILLIAM
DONOVAN, JANE M
C/O CRIMSON BENICIA REVOCABLE
TRUST
157 TIDY LN
ELIOT, ME 03903

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

FINLEY, GARY D
FINLEY, MAUREEN
10 WYMAN AVE
KITTEERY, ME 03904

HISSONG READY-MIX AGGREGA
48 YORK ST SUITE 2
KENNEBUNK, ME 04043

CHURCHILL, EVAN A/ROSALIE
EVAN A AND ROSALIE B CHUR
1288 STATE RD
ELIOT, ME 03903

FORD, STEPHEN M
ZAMALLOA, ALEJANDRO ENRIQ
22 EVERETT LN
ELIOT, ME 03903

HUNDLEY, THOMAS R
HUNDLEY, L APRIL
37 BRADSTREET LANE
ELIOT, ME 03903

CRESTA, RALPH J
CRESTA, KATHERINE A
295 WEST RD
PORTSMOUTH, NH 03801

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

KAICHEN, MICHAEL & JILL M
MICHAEL & JILL KAICHEN TR
55 LITTLEBROOK AIRPARK
ELIOT, ME 03903

KILBOURN, LARRY J & MARYL
LARRY J & MARYL W KILBOUR
37 LITTLE BROOK LN
ELIOT, ME 03903

NATURAL ROCKS SPRING WATE
299 HAROLD L DOW HWY
ELIOT, ME 03903

SCREMIN, CLAUDIO F
SCREMIN, JENNIFER L
84 LITTLE BROOK LN
ELIOT, ME 03903

KILBOURN, LARRY J/MARYL W
LARRY J/MARYL W KILBOURN
37 LITTLE BROOK LN
ELIOT, ME 03903

PAOLUCCI REALTY TRUST
PETER J & CARMEN S PAUL T
291 HAROLD L DOW HWY
ELIOT, ME 03903

SHEA, MARIA D
SHEA, STEPHEN J SR
43 BUTTONWOOD RD
SOUTH BERWICK, ME 03909

LORON LLC
44 RIVERVIEW DR
ELIOT, ME 03903

PERHAM, CALVIN L
145 PINE GROVE AVE
LYNN, MA 01904-2859

SLATE HILL RECYCLING LLC
171 YORK WOODS RD
SOUTH BERWICK, ME 03908

MA, GEORGE
22 VITTUM HILL RD
ELIOT, ME 03903

PERKINS FAMILY REVOCABLE
DANIEL W & JANICE L PERKI
46 LITTLEBROOK LN
ELIOT, ME 03903

STACY, HAROLD A
STACY, MARCIA C
67 LITTLE BROOK LN
ELIOT, ME 03903

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

PRIME ELIOT LLC
83-85 RAILROAD PLACE
SARATOGA SPRINGS, NY 12866

SWEET PEAS LLC
PO BOX 243
ELIOT, ME 03903

MAY LIVING TRUST
GEORGE F/MARTHA D MAY TRU
C/O JEAN HARDY
PO BOX 79
ELIOT, ME 03903

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

TEBBETTS, ROBERT F
TEBBETTS, CONSTANCE A
26 VITTUM HILL RD
ELIOT, ME 03903

MCKENNEY, DONALD D
MCKENNEY, SALLIE J
7 BARNARD LN
ELIOT, ME 03903

REMICK, STEPHEN H
REMICK, CYNTHIA
97 LITTLE BROOK LN
ELIOT, ME 03903

THOMPSON, STEPHEN R
335 HAROLD L DOW HWY
ELIOT, ME 03903-1418

METZ, LORI DECATO
27 EVERGREEN LN
ELIOT, ME 03903

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

TOWN OF ELIOT
1333 STATE RD
ELIOT, ME 03903

MILLER, JOHN
C/O JEAN HARDY
PO BOX 79
ELIOT, ME 03903

ROY, JAMES G
MUZEROLL-ROY, HEATHER A
24 SURREY LN
ELIOT, ME 03903

TOWN OF ELIOT
1333 STATE ROAD
ELIOT, ME 03903

MORIARTY, MARIE
23 LANDING DR
METHUEN, MA 01844-5825

SCHULTZE, ABEL A
SCHULTZE, ANGELA
71 LITTLEBROOK LN
ELIOT, ME 03903

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



~ Classifieds ~

ITEMS FOR SALE

BOOK FOR SALE
“Life on the Piscataqua 1630s”
 A novella about my Piscataqua ancestors, by Lewis Brackett
<https://1630snovellas.com>

ITEMS FOR SALE

FURNITURE FOR SALE
 Sofa bed with love seat \$150
 Dark wood hutch \$100
 Call 207-641-2575
 (leave a message)

YARD SALES & FAIRS

YARD SALE
 Sat 10/8 & Sun 10/9 • 8am-3pm
 Rain or Shine ~ Under Cover!
 19 High Pasture Rd, Kittery Point
 Antiques, Household Items,
 Decor, Bears, Tools, Plus More!

RENTALS

WINTER RENTAL HOME AVAILABLE
 Wells RT 1 • Oct. 15 to April 30
 Ocean View, Furnished, 4 BRs,
 2.5 Baths. \$2500 plus Heat &
 Lights. First Month & Security to
 Occupy. Call 1-877-646-8664.

RENTALS

YEAR ROUND HOUSE / ROOM RENTALS
 At 41 Brown Lane, Wells
 207-251-1018

SHOP FOR RENT
 30' x 40' shop for rent with a
 14' x 14' door and a truck lift
 in South Berwick. \$380 / week.
 603-817-0808

NEW HOUSE FOR RENT
 Agamenticus Rd, South Berwick.
 \$2900 / Month.
 Call 603-937-1016.

WINTER RENTAL
 properties available with
 GetAway Vacations! Learn more
 at <https://getaway-vacations.com/maine-winter-rentals>.
 Ready to inquire or book?
 Contact Elizabeth by email at
elizabeth@getaway-vacations.com
 or call (207) 363-1825 ext. 3.

YEAR-ROUND APT RENTAL
 in Ogunquit. Furnished, one
 bedroom with adjoining living
 room, kitchen, small dining
 room, bathroom, and deck.
 We are looking for a single
 person, non-smoker, and no
 pets. References and interview
 required. \$1,600 per month
 which includes electricity, heat,
 and snow plowing. Available as
 of November 1. 207-286-4444

WINTER RENTAL:
 Wells Beach. One bedroom,
 two bath. Fully furnished. W/D.
 Parking. Ground floor. Stearns
 and Foster mattress. Samsung
 Smart TVs with Spectrum app.
 Avail. October 15 - April 30, 2023.
 \$1700/month for single.
 \$1900/month for two persons.
 Two tenants max. Includes all
 utilities. NO pets. NO smoking.
 First, last, and security/cleaning.
 207-351-6797


WINTER RENTAL:
 Wells Beach. One bedroom plus
 two bonus rooms for storage.
 One bath. Fully furnished.
 New kitchen. Stainless steel
 appliances. Dishwasher. Gas
 range. Parking. Stearns and
 Foster mattress. Samsung Smart
 TV with spectrum app. Available
 October 15 - April 30, 2023.
 \$1600/month. Includes all
 utilities. One tenant only. NO
 pets. NO smoking. First, last,
 security/cleaning. 207-351-6797

CENTURY 21
 Barbara Patterson 207.384.4008
 96 Portland St. South Berwick, ME
www.century21barbarapatterson.com

CAPE NEDDICK RENTAL
 Year Round – Immediate Availability
 No Pets – No Smokers
 \$2500 / Month

The Weekly Sentinel
 (877) 646-8448
www.TheWeeklySentinel.com

LEGAL NOTICES




**Kittery Planning Board
 NOTICE OF PUBLIC HEARING**
**Title 16 Amendment to the Kittery Town Code –
 Conservation/Cluster Subdivision**

Pursuant to M.R.S.A Title 30-A, Chapter 187, §4352 and §16.1.7 Amendments of the Kittery Town Code, the Town Council shall hold a public hearing on October 24, 2022, at 6 pm in Council Chambers at the Kittery Town Hall with an address of 200 Rogers Road, Kittery ME for amendments to Title 16 proposed by the Town of Kittery. The amendment seeks to improve the outcomes and clarify the process for conservation/cluster subdivisions.

The public is welcome to participate in person or virtually by following the link below:
<https://us02web.zoom.us/j/8121212121>

A copy of the proposed amendment to Title 16 is on file with the Planning Department and may be obtained from and reviewed at Town Hall during normal business hours, by calling 207-475-1329 or emailing kamaral@kitteryme.org. All interested persons are invited to attend the public hearing in person or remotely as instructed above, and will be given an opportunity to speak at the hearing or submit public comments either via email to towncomments@kitteryme.org or US Mail by dropping written comments in the Drop Box outside the Town Hall entrance. Comments received by noon on the day of the meeting will be posted online with the agenda and may be read in whole or in summary by the Council Chair.



**Kittery Planning Board
 NOTICE OF PUBLIC HEARING**
Title 16 Amendment to the Kittery Town Code – Wetlands

Pursuant to M.R.S.A Title 30-A, Chapter 187, §4352 and §16.1.7 Amendments of the Kittery Town Code, the Town Council shall hold a public hearing on October 24, 2022, at 6 pm in Council Chambers at the Kittery Town Hall with an address of 200 Rogers Road, Kittery ME for amendments to Title 16 proposed by the Town of Kittery. The amendment seeks to protect any wetland or water body that demonstrates the characteristics of a functioning wetland or waterbody, no matter how or why it was created.

The public is welcome to participate in person or virtually by following the link below:
<https://us02web.zoom.us/j/8121212121>

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Town of Eliot

SITE WALK NOTICE

AUTHORITY: Eliot, Maine Planning Board
PLACE: 7 Maclellan Ln.
DATE OF SITE WALK: October 18, 2022
TIME: 3:30PM

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2ND ANNUAL CRAFTS ON THE RIDGE CRAFT FAIR
 Sat. Oct. 15 & Sun. Oct. 16
 9am-3pm • 63 Beech Ridge Road
 North Berwick

YARD CARE

EAGLE LAWN SERVICE
 Aerating, Dethatching, Fall
 Clean Ups, Lawn Repair &
 Seeding, Mowing, Trimming,
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 Removal. Call 207-351-2887.

CAN DO YARD SERVICES AND MAINTENANCE

Have you thought about that fluffy white stuff that's sure to pile up in your driveway in a few months? We have! And we would like to help you out! Can Do is preparing for winter by getting our snow plow prepped for plowing your driveway. Give us a call, 603-380-6708. Don't wait! John and Kate...

FIREWOOD & PELLETS

SEASONED FIREWOOD
 Cut, Split & Delivered
 Call Eric Hobson
 207-467-0621

GREEN FIREWOOD
 Cut, Split & Delivered
 Clean & Guaranteed Full Cord
 North Berwick
 207-409-6567



Wood Pellets
 Call for Pricing!
Eliot Agway
 207-439-4015



EMPTY UNIT?
 An ad in
The Weekly Sentinel
 will help fill your space
 quickly.
1-877-646-8448
ads@theweeklysentinel.com

ITEMS WANTED

WANTED: VINTAGE CLOTHING! Downsizing? Need help with a cleanout? Just have a bunch of OLD clothes? We buy men's and women's vintage clothing from 1900-1990! We pay cash. Condition does not matter – we launder and repair! Call today for a consultation: 207-245-8700

WANTED TO BUY
 Antiques * Silver * Gold * Coins
CHRIS LORD ANTIQUES
 One Item or Entire Estate. Cash paid for all antiques. Antique jewelry, coins, silver, gold, paintings, clocks, lamps, telephones, radios, phonographs, nautical items, weathervanes, dolls & toys, pottery, photography, military items, swords, advertising signs, fountain pens, bottles, tools, books & much much more! Buying antiques for over 20 years. Barn and Attic Clean-Out Also.
(207) 233-5814 • ME & NH

AUTOS WANTED

CASH FOR YOUR CAR OR TRUCK
 KEY AUTO GROUP SELLS THOUSANDS OF VEHICLES A MONTH
LATE MODEL VEHICLES NEEDED NOW
PAID OFF OR NOT – INSTANT MONEY ON THE SPOT
 All Makes & Models
DON'T GET RIPPED OFF – CONTACT ME LAST:
MARIE FORBES AT 207-363-2483
 or email mforbes@keyauto.com • Key Auto Group, 422 Route 1, York

WE NEED LATE MODEL CARS, TRUCKS, SUV'S.
PAYING CASH! PAYOFFS NO PROBLEM!



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 CHECK WITH US BEFORE YOU TRADE

Call Dan: (207) 251-2221
 or Email: villagemotors@comcast.net

TOWN OF ELIOT, MAINE

PLANNING BOARD NOTICE OF DECISION

CASE #: PB22-16 – SHORELAND ZONING PERMIT APPLICATION/TOWN OF ELIOT ROUTE 236 WATER-SEWER PROJECT PUMP STATIONS	MAP/LOT: 29/4 & 36/13 147 BEECH ROAD & 0 HAROLD L. DOW HIGHWAY	DATE OF DECISION: SEPTEMBER 20, 2022
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October 14, 2022

DRAFT

Southern Maine Planning & Development Commission
ATTN: Lee Jay Feldman
110 Main Street, Suite 1400
Saco, Maine 04072

Town of Eliot
c/o Town Planner
1333 State Road
Eliot, Maine 03903

H.O. Bouchard
c/o Dennis & Linda Spinney
349 Coldbrook Road
Hampden, Maine 04444

To: Lee Jay Feldman
Jeff Brubaker
Dennis & Linda Spinney

This is to inform you that the Planning Board has acted on your Shoreland Zoning application for the **placement of Pump Stations and Force Mains on the properties of Map 36/Lot 13 & Map 29/Lot 4 to expand the Town of Eliot municipal sewer & water system**, as follows:

APPLICATION DOCUMENTS AND SUPPORTING MATERIAL SUBMITTED BY THE APPLICANT AND/OR THEIR REPRESENTATIVES:

SUBMITTED FOR AUGUST 16, 2022:

1. Shoreland Zoning permit applications received June 29, 2022, with the following documentation:
 - a. For 147 Beech Road property (Map 29/Lot 4):
 - Pumping Station Site Plan, done by Underwood Engineers, dated August 3, 2021.
 - Photos of parcel.
 - Utility Easement Deed, registered at the York County Registry of Deeds, dated October 22, 2012.
 - Easement Plan drawing.
 - Project Narrative.
 - b. For 0 Harold L. Dow Highway property (Map 36/Lot 13):
 - Pumping Station Site Plan, done by Underwood Engineering, dated August 3, 2021.
 - Building Elevations Site Plan, done by Underwood Engineering, dated August 3, 2021.

- Property owned by Town of Eliot.
- Project Narrative.

2. Planning Memos for both properties from Lee Jay Feldman, Director of Planning, Southern Maine Planning & Development Commission (SMPDC), dated August 12, 2022.

FINDINGS OF FACT:

1. The owners of the properties are: For 147 Beech Road – HO Bouchard (mailing address: 349 Coldbrook Road, Hampden, Maine 04444) and for 0 H.L. Dow Highway – Town of Eliot (mailing address: 1333 State Road, Eliot, Maine 03903).
2. The applicant is: Town of Eliot (mailing address: 1333 State Road, Eliot, Maine 03903).
3. The Agent of Record is: Underwood Engineers (mailing address: 25 Vaughn Mall, Portsmouth, NH 03801).
4. The properties are located at 147 Beech Road in the Suburban Zoning District and Resource Protection Shoreland Zone (shoreland overlay), identified as Assessor's Map 29, Lot 4, containing 1.02 acres, and 0 Harold L. Dow Highway in the Suburban Zoning District and Resource Protection Shoreland Zone (shoreland overlay), identified as Assessor's Map 36, Lot 13, containing 0.36 acres.
5. The applicant proposes the placement of Pump Stations and Force Mains on the properties of Map 36/Lot 13 & Map 29/Lot 4 to expand the Town of Eliot municipal sewer & water system to the TIF District to expand growth in that area.
6. The use of the proposed structures will be "Other *Essential Services*", as listed in the Table of Land Uses (Sec. 44-34(32)(d)).
7. This project encompasses Contract #1.
8. Permit-by-Rule application will be submitted after Shoreland Zoning Permit approval.
9. The Town Planner recused himself from discussion on this application as he has been the **interim project manager for this project for the past year. Underwood Engineers (applicant) will present the project and SMPDC is the reviewer for this application.**
10. The Planning Board reviewed the application at the following regular meetings:
 - August 16, 2022 (sketch plan review)
 - September 6, 2022 (completeness)
 - September 20, 2022 (site plan review/public hearing/final approval)
11. A site walk was not held.
12. The Planning Board found the application complete September 6, 2022.
13. In accordance with Sec. 33-128 & 129, a public hearing was advertised in The Weekly Sentinel on September 9, 2022 and held on September 20, 2022. There were no public comments.
14. The following fees have been paid by the applicant:
 - Shoreland Zoning Permit Application: N/A
 - Public Hearing Fee: N/A
15. For 147 Beech Road pumping station project:
 - Proposed construction consists of a pumping station building, wet well, 1,000-gallon underground propane tank, and paved driveway.
 - Essential Service use in the Resource Protection Zone (Sturgeon Creek) requires Planning Board site plan review.
 - Proposed additional area coverage is 1,215 square feet (2.70%). Total lot coverage is 4,340 square feet (9.67%).
 - A culvert will be constructed under driveway to maintain existing drainage swale.
 - There is no reasonable alternative location for this pumping station.
 - Existing house on northerly portion of property. Proposed facilities are to be constructed within an easement area on the southerly corner.
 - Easement ground cover is primarily grass so minimal clearing is anticipated.
 - Facility is an essential service, pumping future wastewater downstream from the Route 236 TIF area to the existing gravity sewer system on State Road.

- Proposed facility will be constructed at the topographic low point along Beech Road, allowing wastewater to flow by gravity from higher locations along Route 236 and Beech Road.
- Entire easement area is within the shown FEMA 2018 Preliminary Revised floodplain. The pumping station structure will not be located in the floodplain.
- Station will be protected from flood levels 3 feet above estimated flood elevation at the site.
- A portion of the interior finished floor may be depressed to accommodate the design constraints of the suction lift pumps.
- There is a recorded temporary easement (construction) and permanent easement (maintenance).
- Applicant proposes placing 20 arborvitae shrubs 5 feet tall and 5 feet on center along east and north demarcated boundary of easement to screen site from property owner's view.

16. For 0 Harold L. Dow Highway pumping station project:

- Proposed construction consists of a pumping station building, wet well, 1,000-gallon underground propane tank, generator, and paved driveway.
- Essential Service use in the Resource Protection Zone (Sturgeon Creek) requires Planning Board site plan review.
- Proposed area coverage is 1,941 square feet (12.04%).
- Site has some floodplain on property. Structure will not be located in the floodplain and is proposed to be constructed 9 feet above base flood elevation.
- A culvert will be constructed under the driveway to maintain the existing drainage swale.
- A new sewer line will be brought into the site from across Route 236.
- There is no reasonable alternative location for this pumping station, which is located on Town land at a topographic low point along Route 236 so it can collect wastewater flows by gravity form both the north and the south.
- Facilities are to be constructed on the easterly corner of the property.
- Facility is an essential service, pumping future wastewater downstream from a portion of the Route 236 TIF area to a planned gravity sewer manhole at Brook Road.
- Clearing of trees and vegetation is anticipated to be limited to the area necessary for construction and site regrading. Some clearing is necessary within 25 feet of the upper wetland edge for erosion prevention (maintaining 1:3 slopes).

17. This project is within 250 feet of the Sturgeon Creek water body and the 75-foot wetland boundary edge.

18. Cross-road piping will be laid as part of this project. Piping will be water on one side and sewer on the other on Route 236, as well as piping along Beech Road and State Road.

19. Regarding connections once project is completed, there will be a capped service built into the right-of-way for new sewer connections.

20. Traffic control plans are in place to minimize vehicle impact and in coordination with the Department of Transportation during the ME DOT paving project on Route 236.

21. Applicant will provide pre- and post-construction photographs, per §44-43(f).

CONCLUSIONS:

1. All applicable sections of the Shoreland Zoning Ordinance (Chapter 44) and Shoreland Zoning Permit Application have or will be met.
2. Based on the information presented by the applicant and in accordance with Sec. 44-44, the Planning Board finds that the proposed use:
 - a. Will maintain safe and healthful conditions;
 - b. Will not result in water pollution, erosion, or sedimentation to surface waters;
 - c. Will adequately provide for the disposal of all wastewater;
 - d. Will not have an adverse impact on spawning grounds, fish, aquatic life, bird, or other wildlife habitat;
 - e. Will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;
 - f. Will protect archaeological and historic resources as designated in the comprehensive plan;
 - g. Will avoid problems associated with floodplain development and use; and
 - h. Is in conformance with the provisions of section 44-35, land use standards.

DECISION:

Based on the above facts and conclusions, on **September 20, 2022** the Planning Board voted to approve your application for the **placement of Pump Stations and Force Mains on the properties of Map 36/Lot 13 & Map 29/Lot 4 to expand the Town of Eliot municipal sewer & water system**, as detailed in the plans and materials submitted.

CONDITIONS OF APPROVAL:

The applicant must comply with all requirements of the Town of Eliot Land Use Ordinances. In addition, to further promote the purposes of the Eliot Zoning Ordinance, the Planning Board has voted to impose the following conditions on the approval of this application:

1. **The property may be developed and used only in accordance with the plans, documents, material submitted, and representations of the applicant made to the Planning Board. All elements and features of the use as presented to the Planning Board are conditions of approval and no changes in any of those elements or features are permitted unless such changes are first submitted to and approved by the Eliot Planning Board.**
2. **The permit is approved on the basis of information provided by the applicant in the record regarding the ownership of the property and boundary location. The applicant has the burden of ensuring that they have the legal right to use the property and that they are measuring required setbacks from the legal boundary lines of the lot. The approval of this permit in no way relieves the applicant of this burden. Nor does this permit approval constitute a resolution in favor of the applicant of any issues regarding the property boundaries, ownership, or similar title issues. The permit holder would be well-advised to resolve any such title problems before expending money in reliance on this permit.**
3. **The applicant authorizes inspection of premises by the Code Enforcement Officer during the term of the permit for the purposes of permit compliance.**
4. **This application is approved based on a finding of the conditions outlined in the Shoreland Zoning Ordinance, Chapter 44, §44-44(d).**
5. **Prior to, or along with, their building permit application:**
 - a. **The applicant shall provide to the Code Enforcement pre-construction and post-construction photographs, per §44-43(f).**

PERMITS:

The Planning Board has approved your application and the Code Enforcement Officer is authorized to grant you the necessary Permits or Certificates of Occupancy, as appropriate. It is your responsibility to apply for these permits. In exercising this approval, you must remain in compliance with all the conditions of approval set forth by the Planning Board, as well as all other Eliot, State, and Federal regulations and laws. Be aware, however, that Site Plan approvals for Shoreland Zoning permits granted by the Eliot Planning Board have expiration provisions specified in Section 44-45 of the Town of Eliot Code of Ordinances, which states:

Permits shall expire one year from the date of issuance if a substantial start is not made in construction or in the use of the property during that period. If a substantial start is made within one year of the issuance of the permit, the applicant shall have one additional year to complete the project, at which time the permit shall expire.

The holder of an approved permit should take care to ensure that the approval granted on **September 20, 2022** does not expire prior to commencement of work or change.

APPEALS:

This decision can be appealed to the Board of Appeals within 30 days after **September 20, 2022** by an aggrieved person or party as defined in Sec. 1-2 and Sec. 45-50(b) of the Eliot Zoning Ordinance. Computation of time shall be in accordance with general provisions of the Town of Eliot Municipal Code of Ordinances, section 1-2.

Sincerely,

Carmela Braun, Chair
Eliot Planning Board

This letter reviewed and approved by the Planning Board on _____, 2022.

CC: Brent Martin, Assessor
Shelly Bishop, Code Enforcement Officer
Jay Muzeroll, Fire Chief
Steve Robinson, Public Works Director
Elliott Moya, Police Chief

DRAFT



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
Date: October 14, 2022 (report date)
October 18, 2022 (meeting date)
Re: PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility – **Public Hearing**

With various updates from the October 4 meeting staff report

Application Details/Checklist Documentation	
✓ Address:	276 Harold L. Dow Hwy.
✓ Map/Lot:	37/9
✓ PB Case#:	22-14
✓ Zoning:	Commercial/Industrial (C/I) district
✓ Shoreland Zoning:	Stream Protection
✓ Owner Name:	Black Hawk Holdings, LLC
✓ Applicant Name:	Blackbeard Farms, LLC
✓ Proposed Project:	Marijuana Products Manufacturing Facility
✓ Application Received by Staff:	June 9, 2022
✓ Application Fee Paid and Date:	\$300 (SP Amend.: \$100; Chg. of Use: \$25; PH: \$175) June 13, 2022
✓ Application Sent to Staff Reviewers:	June 30, 2022
✓ Application Heard by PB	August 16; October 4; October 18, 2022 (scheduled)
✓ Found Complete by PB	October 4, 2022
Site Walk	Not held
Site Walk Publication	N/A
Public Hearing	October 18, 2022 (scheduled)
✓ Public Hearing Publication	October 7, 2022 (Weekly Sentinel)
Deliberation	October 18, 2022 (anticipated)
✓ Reason for PB Review:	Site Plan Amendment, Change of Use, Marijuana Establishment

Overview

Applicant Blackbeard Farms LLC (property owner: Black Hawk Holdings LLC; agent: Attar Engineering) seeks Site Plan Amendment/Review and a Change of Use approval to add a marijuana establishment (marijuana products manufacturing facility) to existing approved uses at 276 Harold L. Dow Hwy. (Map 37, Lot 9), an approximately 49-acre lot. Per the cover letter, the establishment would

PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility – Public Hearing

consist of the incorporation of an “approx. 600 SF commercial product (“manufacturing”) kitchen within the existing approved cultivation building (Building 2). There will be no changes in the exterior of the building, impervious area, employees or predicted traffic movement.”

Application contents

Submitted June 9, 2022

- Cover letter dated 6/3/22
- Agent authorization letter, Blackbeard Farms LLC to Attar Engineering, Inc.
- Site Plan Review application signed by applicant’s representative
- OCP Conditional License AMF777 issued to Blackbeard Farms, LLC, exp. 8/9/22
- Local Authorization Form with Section 1 filled out
- Lease agreement
- Floor plan
- MaineDOT driveway/entrance permit
- Grease trap specification
- Septic inspection report dated 2/18/22
- Septic permit form/HHE-200
- Site plan set

Submitted August 16, 2022

- Marijuana disposal plan
- Marijuana waste plan
- Odor mitigation plan

Submitted October 3, 2022

- Cover letter dated 9/30/22
- Lease agreement
- Floor plan
- Warranty deed
- Maine Secretary of State corporate records for Blackbeard Farms LLC; Kind Farms LLC; and Kind Farms Confections LLC
- Certificate of formation for Blackbeard Farms LLC
- IRS Form SS-4 for Blackbeard Farms LLC
- Operating Agreement for Blackbeard Farms LLC
- OCP Local Authorization Form with Section 1 filled out
- OCP Conditional License AMF1326 issued to Kind Farms Confections LLC, exp. 9/20/23

Type of review needed

Public hearing – receive any comments from the public prior to deliberation and consideration of an overall action on the application.

Zoning

Commercial-Industrial (C/I); Stream Protection shoreland zoning on the site but no development is proposed within it.

Use

Marijuana establishments (e.g. products manufacturing facilities) are SPR uses in the C/I district.

Section 1-2 definition

Marijuana products manufacturing facility shall mean a “products manufacturing facility” as that term is defined in 28-B M.R.S.A. § 102(4243), as may be amended. A *marijuana products manufacturing facility* is an entity licensed to purchase adult use marijuana; to manufacture, label and package adult use marijuana products; and to sell adult use marijuana products from a

PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility – Public Hearing

marijuana cultivation facility only to other *marijuana products manufacturing facilities*, or marijuana stores and marijuana social clubs.

There is a typo in the statutory reference in the latter definition; likely it refers to 28-B M.R.S.A. § 102(43), which is “Products manufacturing facility”. That definition is:

“Products manufacturing facility” means a facility licensed under this chapter to purchase adult use marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package adult use marijuana and adult use marijuana products; and to sell adult use marijuana and adult use marijuana products to marijuana stores and to other products manufacturing facilities.

Affidavit of ownership (33-106)

Deed, corporate information, and lease [33-106(5)] provided.

OMP Conditional License

OCP Conditional License AMF1326 issued to Kind Farms Confections LLC, expiring 9/20/23, for an Adult Use Cannabis Products Manufacturing Facility

Dimensional requirements (45-405)

Dimension	Standard	Met?
Min lot size, lot line setbacks, max building height, max lot coverage		N/A – no new lot creation; no new buildings, additions, or expansions
Min street frontage (ft)	300	Met – 400 ft.
Max sign area (sf)	Max. 50 sf for wall-mounted, 100 sf for common freestanding	See Note 14 of site plan

Site walk (33-64)

PB has elected not to do a site walk.

Marijuana performance standards (33-190)

Paragraph	Standard summary	Met?
(1)	Screening per 33-175	Appears to be met. Site generally has existing buffer. No changes are proposed to it.
(2)	Comply with applicable parking requirements (45-495)	Appears to be met. See site plan Note 6.
(3)	Signage and advertising	See site plan Note 14.
(4a)	Activities conducted indoors	Met.
(4b)	Waste and wastewater disposal plan	Appears to be met. See waste disposal plans in your packet addressing secure storage, cameras, solid waste disposal, and liquid waste disposal.
(4c)	Security measures	See site plan notes 9-10.
(5)	“500 foot rule” separation/buffering	N/A – proposed use (manufacturing) is not the type of use subject to this section
(6)	Hours of operation	N/A with regard to manufacturing but see site plan Note 8 (8am to 9pm, 7 days a week)

PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility – Public Hearing

(7)	Cultivation area limitation	N/A
(8)	Sale/production of edible products	See condition in approval motion template. 9/30/22 cover letter states that the applicant “cannot obtain his commercial processing license until the Town’s Code Officer inspects the installation of the 3-bay sink in the kitchen area”.
(9)	Drive-through and home delivery prohibition	N/A
(10)	Traffic impact assessment for marijuana stores	N/A – manufacturing
(11)	Pesticides, packaging, and labeling	Defer packaging and labeling requirements to State OCP review.
(12)	Inspections	Relates to building permit/Fire Chief review
(13)	Change/addition of use	Met – current proposal under review by PB.
Odor control		
(14a)	Odor control measures, odor contained in the building	Appears to be met. Highlighting Odor Control Plan submitted 8/16, measures include weather-stripping seals on doors, self-closing doors, locked windows, closing interior doors for isolating odor from other parts of the building, carbon scrubbing, exhaust fans, staff training, and monitoring/maintenance
(14b)	Demonstration of specific measures	Appears to be met via proposed carbon filtration/scrubbing
(14c)	Demonstration of lack of odor for non-cultivation/manufacturing facilities	N/A
(14d)	Mitigation of noxious gases and fumes	Appears to be met via proposed carbon filtration/scrubbing and ventilation.
(14e)	Smoke/debris/dust/fluids/etc prevention	Appears to be met via proposed carbon filtration/scrubbing, self-closing doors, etc.
(15)	Other laws remain applicable	Defer to State OCP review

Traffic (45-406)

Safe access to and from public and private roads

No change to existing access configuration. Reference DOT permit in packet.

Adequate number and location of access points; avoid unreasonable adverse impact on the town road system

No change to existing access points.

Assure safe interior circulation within the site

No change to internal circulation.

Odor (45-409)

See above table.

Stormwater runoff (45-411)

No change to exterior of the site.

Erosion control (45-412)

No change to exterior of the site.

Preservation of landscape (45-413)

No change to exterior of the site.

Water and sewer (45-416)

Building has existing well and septic. See septic information in packet. Site has a history of DEP soil remediation and environmental covenant that I described in more detail in my PB21-10 staff reports.

The inspection report noted that the brick-and-mortar riser needed to be fixed as it was allowing groundwater intrusion into the tank and pump chamber. This was discussed on 8/16 and the applicant indicated openness to a riser fix being reflected in a condition of approval.

Buffers and screening (45-417, 33-175, 33-190)

Site contains existing vegetative buffer.

Parking and loading

See site plan note 7.

Recommendation

Approval with conditions

Motion templates

Approval with conditions (Recommended)

Motion to approve PB22-14: Site Plan Amendment/Review and Change of Use to add a Marijuana Products Manufacturing Facility to the existing approved uses at 276 Harold L. Dow Hwy.

The following are conditions of approval:

1. [Standard conditions]
2. Prior to the issuance of a certificate of occupancy, Applicant shall fix the brick-and-mortar riser issue identified in the septic inspection report from Dave Anderson, Septic Inspector, dated 2/18/22, Report # 8527, and shall provide to the Code Enforcement Officer a follow-up inspection report from a qualified inspector confirming that the issue has been fixed.
3. Prior to commencing operation, Applicant shall provide to the Code Enforcement Officer their approved commercial processing license (or similar, as applicable) from the State of Maine.
4. [Other conditions as desired]

PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility – Public Hearing

Disapproval

Motion to disapprove PB22-14 for the following reasons:

[e.g. does not meet the following site plan review or zoning standards]

1. _____
2. _____
3. _____

Continuance

Motion to continue PB22-14 to the November 15, 2022, meeting.

Section 33-131 timelines

- 75 days from application completeness: December 18
- 30 days from public hearing: November 17
- Timelines may be extended with agreement from the applicant

* * *

Respectfully submitted,

Jeff Brubaker, AICP
Town Planner



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Jeffrey Brubaker, Town Planner
Town of Eliot, Maine
1333 State Road
Eliot, Maine 03903

September 30, 2022
Project No. C019-22

**RE: Site Plan Application (Change of Use)
276 H.L. Dow Highway (Tax Map 37, Lot 9)
Eliot, Maine**

Dear Mr. Brubaker:

On behalf of Blackbeard Farms, LLC I have enclosed the requested information consisting of;

- 1) Lease Agreement.
- 2) Warranty Deed.
- 3) Certificates and Corporate Information.
- 4) Jelal Jones cannot obtain his commercial processing license until the Town's Code Officer inspects the installation of the 3-bay sink in the kitchen area.
- 5) Jelal will attend the 10-4-2022 meeting to explain the manufacturing process.
- 6) The facility is available for a Planning Board site walk.

We look forward to discussing this project at the next available Planning Board meeting; I believe Jelal will be in attendance. If any additional information is required, please contact me. Thank you for your assistance.

Sincerely;

Kenneth A. Wood, P.E.
President

cc: Blackbeard Farms, LLC
C019-22_Eliot_Cover

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this 1st day of April, 2022 (the "Effective Date"), by and between Black Hawk Holdings LLC [Landlord], with an address of which for notice purposes is 36 Wilson Road, Wilton, NH ("Landlord") Tenant, with an address of address ("Tenant"). BlackBEARD Farms LLC (Jelal Jones) with address 276 Harold L. Dow HWY Eliot, Maine unit C

1. PROPERTY; TERM.

1.1 PREMISES Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property identified as 276 Harold L. Dow Highway, Unit C Eliot Maine and approximately 8000 rentable square feet of greenhouse and other related space (the "Building") for all purposes of this Lease and irrespective of any variation thereof which might ever be determined by measurement (together, the land and Building shall be referred to as the "Premises"). The Premises is situated on the real property described by address in Exhibit A attached hereto ("Property") and also depicted along with the approximate location of the Premises on that certain site plan ("Site Plan") attached hereto as Exhibit A-1. The Building and the location of the Premises are as shown on the Site Plan attached hereto as Exhibit A-1.

1.2 LEASE TERM. The term of this Lease ("Term") shall be twenty four (24) full calendar months commencing on the Effective Date; and subject to the possibility an option to renew with Landlord's consent, subject to the terms, timing, conditions and rents applicable thereto as specified below. The continuation of the Term into any such renewal option shall also be deemed to give rise to a period called part of the Term hereunder. Tenant shall provide Landlord with a copy of its validly issued and currently effective Maine State license to operate an Adult Use Cultivation Facility as defined under 22 M.R.S.A. § 2422 (1-F) (hereinafter "Cultivation Facility") on the Premises. For these purposes the "Cannabis Use Permits" are defined as follows is defined as follows:

1.2.1 Cannabis Use Permits: Tenant acknowledges and agrees and Landlord requires, that Tenant shall secure all state and local required licenses and approvals of all applicable jurisdictions and regulatory bodies, including those required in the State of Maine including but not limited to the Marijuana Legalization Act to operate for its intended marijuana grow and/or process facility, and any other permitted use per Tenant's permit, including without limitation, those necessary to be in compliance with all State of Maine regulations. Tenant shall evidence all such Cannabis Use Permits by providing a copy of same to Landlord along and ensure that all such Cannabis Use Permits remain in full force and effect during the Term.

1.2.2 Zoning Approval Letter: On or before commencement of the Lease, Tenant shall, at its sole cost and expense, secure all required local permits, licenses and approvals ("Permits and Approvals") required to commence operations for its grow/process facility and shall provide Landlord with a copy of all such Permits and Approval showing their effectiveness with no appeals pending, no appeal instituted and no petition filed (the "Appeals Process"). Tenant covenants and agrees to use its best efforts to obtain all required zoning and local planning approvals or permits or variances and a writing from governmental authority indicating same ("Zoning Approval Letter"), which Zoning Approval Letter confirms that the contemplated use herein is allowed and approved for the Premises (inclusive of all parking requirements, if any, deemed necessary by governmental authority). Without cost to Landlord, Landlord will reasonably cooperate with Tenant on request in Tenant's efforts to secure its Zoning Approval Letter provided, "reasonably cooperate" means reasonably responding to inquiries to reasonably confirm facts or information and otherwise acting in a reasonable manner consistent with the purposes of this Lease toward the goal of enabling Tenant to secure its Permits and Approvals including executing applications that owners are required to sign or join in with tenants. Tenant shall evidence immediately to Landlord each and all of the Permits and Approvals as same are secured by Tenant.

1.2.3 Termination for Failure of Permits and Approvals:

(a) After the Commencement Date: If for any reason Tenant shall suffer a loss of its required Permits and Approvals, Tenant shall immediately in writing notify Landlord and shall immediately cease all marijuana grow/processing business operations and activities in and at the Premises which otherwise are permitted by this Lease until such time as the lost and/or revoked Permits and Approvals have been re-secured and reasonably evidenced to Landlord. In addition:

(i) Without Fault: Should Tenant secure its Permits and Approvals but, then suffer a loss thereof, but only if such loss arises by reason of either a loss of local zoning approval or a revocation or loss of any of the Permits and Approvals, and such occurrence arises through no fault, no inaction, no omission, and no other conduct or action of Tenant which conduct or action is in breach of this Lease or breach by Tenant of the State rules and regulations and laws which govern under the Permits and Approvals, such event shall be called an "Excused Loss of Approvals". In case of an Excused Loss of Approvals, Tenant shall immediately notify Landlord in writing upon receipt of written notice of same and Tenant may thereafter at any time until such lost Permits and Approvals have been re-secured, terminate this Lease upon delivery of written notice of such termination (an "Excused Termination"); provided, such an Excused Termination shall not be effective until the ninetieth (90th) day after the giving of written notice of such termination unless Landlord elects for such Excused Termination to be effective sooner (including retroactively to the date of such loss). An Excused Termination shall be deemed and treated as though the Lease had been thereby automatically amended to establish such termination date as the date of natural expiration of the Term without renewal, extension or other option exercise (with any previously exercised option automatically thereby deemed withdrawn).

(ii) With Fault: Should Tenant secure its Permits and Approvals during the above noted period but, thereafter suffer a loss thereof but only if such loss arises by reason of either a loss of local zoning approval or a revocation or loss of any of the Permits and Approvals where

such loss or revocation so arises through fault, inaction, omission, or other conduct or action of Tenant which conduct or action is in breach of this Lease or breach by Tenant of the State rules and regulations and laws which govern under the Permits and Approvals, such event shall be called an "Unexcused Loss of Approvals". In case of an Unexcused Loss of Approvals, Tenant shall immediately notify Landlord in writing upon written receipt of same and Landlord may thereafter at any time until such lost Permits and Approvals have been re-secured, terminate this Lease upon delivery of written notice of such termination (an "Unexcused Termination"), provided, such an Unexcused Termination shall not be effective until the ninetieth (90th) day after the giving of written notice of such termination. During such 90-day period, if Tenant is able to re-secure such lost Permits and/or Approvals, as applicable, the Unexcused Termination will not take effect. In case of an Unexcused Termination, same shall also constitute a breach and default of this Lease for which all remedies of Landlord shall be cumulative.

1.2.4 Landlord's Right of Termination for Legal Climate Risk Change. If at any time during the Term(s) of the Lease, the legal landscape in which Maine sanctioned and approved use herein contemplated interplays with the Federal Issues (defined below), is altered such that there has occurred or there is imminent to occur (or actually occurring) a seizure of Landlord's property, or imminent to occur (or actually occurring) Federal action to impose or seek criminal sanctions or civil forfeiture upon Landlord or any of its assets by reason of this Lease and/or the related activities contemplated herein to occur (or occurring), then Landlord may terminate the Lease upon 30 days' prior written notice to Tenant of termination, whereupon the Lease shall be deemed and treated as though it had naturally expired on the indicated termination date set forth in such notice, unless Tenant is able to prevent or cure, as applicable, the material adverse consequence prior to such termination date and provided further, during such thirty (30) day period, Tenant shall cease any operation or activity to the extent necessary to address the actual threat to Landlord as credibly presented and communicated in writing to Tenant. Landlord expressly acknowledges, however, that the current legal landscape as of the Effective Date hereof, including the current status of Federal Issues, shall not in and of itself constitute such a legal climate risk change permitting any such termination. Upon any such termination, Landlord shall not have any obligation to reimburse or recompense Tenant for any costs Tenant has incurred related to Tenant's improvements of the Premises; the Building shall remain on the Property; and in any event rents and charges hereunder shall remain due and owing through any actual termination date arising.

2. RENT AND OTHER CHARGES.

2.1 BASE RENT. Tenant agrees to pay monthly rent ("Base Rent") on the first day of each month of the Term in the amount of twenty thousand dollars per month (\$20,000/month).

2.1.1 Base Rent shall be due and payable on the first day of every month.

2.1.2 Rent Payment Address: Base Rent (and any and all other items of rent, additional rent or sums due Landlord hereunder) shall be paid without demand, without necessity of notice, without reduction, without set off and without deduction in wire transfer of immediately available funds or by check or money order to Landlord at 36 Wilson Road, Wilton NH or such other address as Landlord directs in writing from time to time at least 30 days prior to next rental installment where such writing is given in accordance with the notice provisions of this Lease.

2.2 LATE CHARGES. If any Base Rent or other payment due under this Lease is not received by Landlord within fifteen (15) days of the due date of such payment, Tenant shall pay, in addition to such payment a late charge equal to the greater of (i) five percent (5%) of the payment which is past due. If any payment due from Tenant shall remain overdue for more than thirty (30) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord.

2.3 RENEWAL. So long as Tenant is not then in default of this Lease during the Term hereof, Tenant may renew this Lease, with Landlord's written consent, for one (1) additional one-year term. For the renewal term, the parties agree to a 4% annual increase to the Base Rent. Tenant shall notify Landlord in writing of its desire to renew this Lease ninety (90) days prior to the end of the initial Term and the parties agree that should Landlord agree in writing to a renewal term, the terms and conditions of this Lease shall continue throughout the renewal term.

2.4 ADDITIONAL RENT. Except as otherwise expressly set forth herein, Tenant shall pay all expenses arising in connection with the Premises, including without limitation, all Operating Expenses (as hereinafter defined). All charges payable by Tenant under the terms of this Lease other than Base Rent are called "Additional Rent." The term "Rent" shall mean Base Rent and Additional Rent. Landlord shall be responsible for payment of real estate taxes and property insurance.

2.5 OPERATING EXPENSES

2.5.1

"Operating Expenses" shall mean the expenses for the following services which the Landlord shall provide and pass through the cost to Tenant: (1) electricity cost for the Premises; (2) 50% of the cost of snow removal for the Building. Landlord shall have no obligation to provide any additional services to or incur any additional costs on behalf of Tenant during the Term.

2.5.2 PAYMENT OF OPERATING EXPENSES. In addition to the payment of Base Rent, Tenant shall pay to Landlord all Operating Expenses in accordance with the terms hereof. Landlord shall bill Tenant for its Operating Expenses as incurred and such payment will be due in full with the next monthly rent payment. All such amounts are deemed items of additional rent and are subject to sales tax (if applicable) which Tenant shall pay together with all such moneys as and when paid to Landlord.

2.5.3 UTILITIES; JANITORIAL SERVICES

2.5.3.1 Utilities at the Premises (other than electricity). Tenant shall be solely responsible for and shall promptly pay directly to the service providers all charges for gas, heat, water, sewer, security, power, telephone and any other utility or service used in or servicing the Premises exclusively and all other costs and expenses involved in the care, maintenance, and use thereof and not related to the rest of the Building.

2.5.3.2 Payment of Electricity at the Premises. Tenant shall pay to Landlord for its use of the electricity at the Premises. Landlord shall bill Tenant for its electricity use as incurred and such payment will be due in full with the next monthly rent payment. All payments, rights and responsibilities related to the electricity payment shall be in accordance with this Lease.

2.5.3.3 Janitorial Services. Tenant shall be solely responsible for and shall promptly pay for all window washing, janitorial service and trash and debris removal charges relating to the Premises. Tenant shall maintain the Premises in a clean and orderly fashion.

3. USE OF PROPERTY.

3.1 PERMITTED USES. Tenant may use the Premises for a State of Maine officially sanctioned, approved, permitted and authorized medical marijuana grow processing center, being a State approved "Cultivation Facility" as more particularly defined and described in 22 M.R.S.A §2422 (1-F); in compliance with all of the Permits and Approvals described above, or for any other use permitted by Maine regulatory bodies ("Permitted Use"); and for no other use or purpose whatsoever if not in compliance with the Permits and Approvals. Tenant shall NOT be permitted to sell any product to be consumed on site whatsoever. Landlord acknowledges and agrees that such is the intended use to be permitted under this Lease. Notwithstanding anything herein to the contrary, Landlord acknowledges and agrees that Tenant's Permitted Use shall not be a violation of this Lease while and so long as Tenant is properly licensed, permitted and approved with all State of Maine and local Permits and Approvals in good standing with the State of Maine (the "Legal Compliance Clarification").

3.2 COMPLIANCE WITH LAWS.

3.2.1 LANDLORD'S COMPLIANCE. Tenant shall be responsible for any costs associated with making any modifications to the Building required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Premises, including but not limited to the Americans with Disabilities Act ("ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Landlord shall comply with any and all Maine revised statute marijuana laws and rules and regulations specifically relating to Landlords and specifically with respect to ADA for the structure of the Building noting Tenant shall remain responsible for compliance for ADA for its employees and within the Building.

3.2.2 TENANT'S COMPLIANCE. Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any nuisances and any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, will comply with all Applicable Laws, including any and all on site security requirements set forth under Applicable Laws or as otherwise reasonably required by Landlord given the safety concerns associated with the Permitted Use hereunder. In the event that (i) Tenant's specific use and occupancy of the Premises, or (ii) any alterations to the Premises performed by or on behalf of Tenant pursuant to this Lease, necessitates or triggers any modifications (including structural modifications) to the Premises or Building or alterations to the Building systems, the same shall be made by Landlord pursuant to a budget reasonably agreed upon by Landlord and Tenant and promptly reimbursed by Tenant within thirty (30) days after written demand by Landlord, including backup substantiating Tenant's proportionate share of the expenses. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws subject to the Legal Compliance Clarification.

3.3 HAZARDOUS MATERIAL. Throughout the Term, Tenant will not bring upon the Premises or release, discharge, store, dispose, or transport of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises or the Building, except that de minimis quantities of Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special

handling or treatment, under any Applicable Laws.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim that requires a response under Applicable Laws or permits issued thereunder; (c) causes a significant public health threat; or (d) causes the presence at the Premises, Building or Park of Hazardous Materials in levels that violate Applicable Laws or permits issued thereunder, then Tenant shall, at its sole cost and expense, (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken, and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken. Landlord hereby represents that to the best of its knowledge and belief as of the Commencement Date there are no Hazardous Materials at the Building, on the Premises or on the Park which exceed levels that require remediation or similar clean up or curative action be taken.

Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant at the Premises, Building or Property during the Term of this Lease and arise from events or conditions which came into existence after the Commencement Date not caused by Landlord or other tenants: (i) any release, release, or disposal of any Hazardous Materials at the Premises, Building or Property by Tenant, or (ii) the violation of any Applicable Laws at the Premises, Building or Property pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety. The indemnification obligations of Tenant shall survive the expiration or earlier termination of this Lease.

3.4 SIGNS. Tenant shall not place any signs on the Premises, Building or Property or except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Tenant agrees to remove all of its signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal.

3.5 ACCESS

3.5.1 LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable; provided, Landlord shall comply with all law in respect of any such entry; Landlord may require Tenant provide an accompanying staff member or employee with any such entry; Landlord will honor any specifically closed-off areas as may be required by law for security and safety; but Landlord may nonetheless act as prudent and necessary in case of emergency. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to reduce, if practical, interference with Tenant's use and enjoyment of the Premises. Subject to the foregoing, Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six (6) months of the Term or any renewal thereof, to show them to prospective tenants. Landlord will have the right at all times to enter the Premises with Tenant or licensed individual(s) on behalf of the Tenant to escort the Landlord in the event of an emergency affecting the Premises, subject to any applicable limitations required by Maine revised statute laws and/or Maine Department of Revenue regulations.

3.5.2 TENANT'S ACCESS. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access to tenants, which limitation of access shall be for the shortest duration as reasonably possible.

3.6 QUIET POSSESSION. Provided Tenant is not in default beyond applicable notice and cure periods, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

3.7 COVENANTS AND RESTRICTIONS. Tenant hereby acknowledges and agrees that the Building, and Tenant's occupancy thereof, is subject to all matters of Public Record.

4. TENANT ALTERATIONS AND IMPROVEMENTS

4.1 TENANT IMPROVEMENTS; CONDITION OF PREMISES. Except as expressly provided in this Lease, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvements to the Premises, and Tenant further waives any defects in the Premises and acknowledges and accepts the Premises in their "AS IS" condition, and as suitable for the purpose for which they are leased. Tenant acknowledges and agrees that if Tenant desires to expand its existing operations at the Premises or elsewhere, Landlord shall have the ability to lease space to Tenant for such operations on comparable terms and conditions as set forth in this Lease. Tenant shall continue to be responsible for all of its own construction and operational costs and expenses at all such additional facilities; provided, however, Landlord and Tenant covenant and agree to use their good faith efforts to cooperate with each other to establish a mutually agreed upon budget, lease terms and the conditions for the lease by Landlord to Tenant of all such facilities.

4.2 TENANT ALTERATIONS. Tenant will not make or allow to be made any alterations in or to the Premises without first obtaining the written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion; provided, however that such Landlord consent shall not be

required for changes that are not to the exterior, or are not to the structure, or are not to Building systems, or which are merely cosmetic in nature. All Tenant alterations will be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws by a licensed and bonded contractor approved in advance by Landlord, such approval of contractor not to be unreasonably withheld or delayed. All contractors performing alterations in the Premises shall carry workers' compensation insurance, commercial general liability insurance, automobile insurance and excess liability insurance in amounts reasonably acceptable to Landlord and shall deliver a certificate of insurance evidencing such coverages to Landlord prior to commencing work in the Premises. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. All alterations or improvements shall remain with the Premises upon Lease termination or expiration and will be surrendered to Landlord along with the Premises at such time and will be deemed owned by Landlord at all times from and after and upon completion thereof (but rights to the use of same and Tenant's obligations to keep in good order, condition and repair and maintain same, as a part of the Premises, shall remain with Tenant pursuant to this Lease during the term of this Lease). Tenant shall comply with any reasonable request of Landlord to execute documents, deeds, bills of sale or other such agreements evidencing a change in ownership of personal property as set forth herein.

Tenant will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Landlord's interest in the Premises is not and shall not be subject to any liens as a result of Tenant's use or occupancy of the Premises including specifically, without limitation, for improvements made by Tenant, and all such liens are expressly prohibited. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. Landlord has the right, but not the obligation, to discharge any such lien. Any amount paid by Landlord for such purpose and Landlord's related reasonable attorneys' fees shall be paid by Tenant to Landlord upon demand and shall accrue interest from the date paid by Landlord until Landlord is reimbursed therefor at the highest rate permitted by Law. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

5. INSURANCE AND INDEMNITY.

5.1 TENANT'S INSURANCE. Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis (except for Tenant's products liability policy, which shall be on a claims-made basis), in the amounts specified with deductible amounts reasonably satisfactory to Landlord:

(a) COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability ("CGL") insurance with coverage for premises/operations, personal and advertising injury, products/completed operations and contractual liability with combined single limits of liability of not less than \$1,000,000 with \$2,000,000 umbrella for a total of \$3,000,000 for bodily injury and property damage per occurrence.

(b) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, \$500,000 per person and \$100,000 property damage or a combined single limit of \$1,000,000 for both Tenant-owned and leased vehicles.

(c) UMBRELLA COVERAGE. Tenant shall also carry and maintain umbrella coverage with a limit of not less than \$5,000,000 per occurrence.

(d) PROPERTY INSURANCE. Insurance of personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of the insured property. Such insurance shall be written on the ISO Special Perils form including but not limited to the perils of fire, extended coverage, windstorm, vandalism, malicious mischief and sprinkler leakage, for the full replacement cost value of the covered items and in amounts that meet any co-insurance clause of the policies of insurance with a deductible amount not to exceed \$10,000. Tenant's policy will also include business interruption/extra expense coverage in amounts sufficient to insure twelve (12) months of interrupted business operations at the Premises.

(e) WORKERS' COMPENSATION. Workers' compensation insurance covering all employees of Tenant, as required by the laws of the State of Maine, and employers' liability coverage subject to limits required by law.

All policies referred to above shall: (i) be taken out with insurers permitted to write policies in Maine having a minimum A.M. Best's rating of A-, Class VII, or otherwise approved in advance by Landlord; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; and (iii) contain an obligation of the insurers to endeavor to notify Landlord not less than thirty (30) days prior to any material change, cancellation or termination of any such policy except not less than ten (10) days prior in the case of termination due to Tenant's nonpayment of premiums. Landlord and Landlord's property manager, and any mortgagees named by Landlord, shall be named as additional insureds on the CGL and automobile liability policies. Tenant shall provide certificates of insurance on Acord Form 25-S on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer, and if required by a mortgagee copies of such insurance policies certified by Tenant's insurer as being complete and current promptly upon request. If (a) Tenant fails to take out or to keep in force any insurance referred to in this Section 5.1, or should any such insurance not be approved by either Landlord or any mortgagee, and (b) Tenant does not commence and continue to diligently cure such default within two (2) business days after notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of Tenant, and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article that may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

5.2 LANDLORD'S INSURANCE. During the Term, Landlord, at its option, may carry and maintain the following types of insurance: (i) property insurance on the Building covering "All Risks" perils in an amount equal to the full replacement cost of the Building (excluding any property with respect to which Tenant and other tenants are obliged to insure pursuant to Section 5.1 or similar sections of their respective leases); and (ii) commercial general liability insurance with respect to Landlord's operations on the Property. Landlord may maintain any other commercially reasonable insurance coverages relating to the Premises, or Tenant's activities and operations therein. All costs of such insurance are properly includable in Operating Expenses and shall be reimbursed by Tenant.

5.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS. The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of Sections 5.1 or 5.2. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees except that it shall not apply to willful conduct. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 5.3 supersedes any provision to the contrary which may be contained in this Lease.

5.4 INDEMNIFICATION OF THE PARTIES

5.4.1 TENANT'S INDEMNITY. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liability for any loss, injury or damage, and all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord by any person whomsoever that occurs (i) in the Premises, except for any such loss, injury or damage that is caused by or results from the gross negligence or willful misconduct of Landlord, its employees or agents; or (ii) anywhere in the Property outside of the Premises as a result of the gross negligence or willful misconduct of Tenant, its employees, agents or contractors; or (iii) imposed upon or suffered by Landlord due to breach or violation of Tenant's obligations under this Lease which breach or violation in turn give rise to any such liability, costs, expenses, court costs and reasonable attorneys' fees suffered by or imposed upon Landlord by operation of any Federal Issues as defined below at Section 8.2.

5.4.2 LANDLORD'S INDEMNITY. Landlord hereby indemnifies Tenant from, and agrees to hold Tenant harmless against, any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, that occurs in the Building or anywhere in the Property and that is caused by or results from the gross negligence or willful misconduct of Landlord or its employees or agents. Landlord expressly does not indemnify Tenant from any consequence of any Federal Issues.

The provisions of this Section 5.4 shall survive the expiration or earlier termination of this Lease.

6. DAMAGE, DESTRUCTION AND CONDEMNATION.

6.1 DESTRUCTION OR DAMAGE TO PREMISES. If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Landlord shall have sixty (60) days from such damage or destruction to determine and inform Tenant whether Landlord will restore the Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Landlord elects to rebuild, Landlord shall complete such repairs to the extent of insurance proceeds within one hundred eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180-day period, and Tenant desires to terminate the Lease as a result thereof, then Tenant must notify Landlord prior to Landlord's completion of the repairs of Tenant's intention to terminate this Lease. Landlord shall then have ten (10) days after Landlord's receipt of written notice of Tenant's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Landlord does complete such repairs prior to the expiration of such ten-day cure period, Tenant shall have no such right to terminate this Lease. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition which existed immediately prior to the occurrence of the casualty. If, in Landlord's architect's or general contractor's reasonable estimation, the Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Until the restoration of the Premises is complete, there shall be an abatement or reduction of Base Rent in the same proportion that the square footage of the Premises so damaged or destroyed and under restoration bears to the total square footage of the Premises, unless the damaging event was caused by the negligence or willful misconduct of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors, in which event there shall be no such abatement.

Notwithstanding the foregoing provisions of this paragraph, if damage to more than fifty percent (50%) of the Premises or destruction of the Premises shall occur within the last year of the Term, as the same may be extended as provided hereinafter and Landlord notifies Tenant that (i) Landlord will restore the Premises to their condition prior to the casualty, and (ii) Landlord desires to extend the Term of the Lease with Tenant, then Landlord and Tenant shall extend the Term for an additional period so as to expire five (5) years from the date of the completion of the repairs to the Premises, provided Tenant gives written notice to Landlord of Tenant's agreement to extend the Term within fifteen (15) days after receipt of Landlord's notice. Such extension shall be on the terms and conditions provided herein, if an option to extend this Lease remains to be exercised by Tenant hereunder, or under the terms prescribed in Landlord's notice, if no such further extension period is provided for herein. Upon receipt of such notice from Tenant, Landlord agrees to repair and restore the Premises within a reasonable time. If Tenant refuses or fails to timely extend the Term as provided herein, Landlord at its option shall have the right to terminate this Lease as of the date of the damaging event, or to restore the Premises and the Lease shall continue for the remainder of the then unexpired Term, or until the Lease is otherwise terminated as provided herein.

6.2 CONDEMNATION.

[Handwritten signatures]

6.2.1 TOTAL OR PARTIAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's reasonable judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Base Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

6.2.2 AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant. Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

7. MAINTENANCE AND REPAIRS.

7.1 Tenant shall, at its expense, throughout the Term and all renewals and extensions thereof, maintain in good order, condition and repair the Premises, including but not limited to heating and air conditioning equipment, walls, floors and ceilings, window exteriors, mechanical and electrical systems and equipment exclusively serving the Premises, electric light fixtures, bulbs, tubes and tube casings, doors, floor coverings, dock doors, levelers, plumbing system and plumbing fixtures. Tenant's signs and utility facilities not maintained by Landlord. Landlord shall use reasonable efforts to extend to Tenant the benefit from warranties on such items, if any, that have been made by Landlord's contractors or vendors and to extend to Tenant, as and if available, any bulk buying power that Landlord may have with such contractors or vendors. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace the same, regardless of whether the benefit of such replacement extends beyond the Term. Tenant shall, at Tenant's expense, maintain a preventive maintenance contract providing for the regular inspection (at least quarterly) and maintenance of the heating and air conditioning system by a licensed and qualified heating and air conditioning contractor, or Tenant shall perform such HVAC inspection and maintenance with duly licensed and qualified employee. The cost of such preventive maintenance contract shall be paid by Tenant and an expense solely chargeable to Tenant; but if Landlord so elects, same may be billed directly by Landlord to Tenant where Landlord on Tenant's behalf enters into such preventive maintenance contract and in such case shall be deemed Additional Rent (Landlord alone may so elect whether to enter into such preventive maintenance contract on Tenant's behalf). Landlord shall have the right, upon notice to Tenant, to undertake the responsibility for preventive maintenance of any other system or component at Tenant's expense. Tenant shall be responsible for janitorial services and trash removal from the Premises, at Tenant's expense. Landlord and Tenant intend that, at all times during the Term, Tenant shall maintain the Premises in good order and condition and appearances reasonably commensurate with the balance of the Property.

All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Premises as required by this Section, Landlord may, on 10 days' prior written notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair plus an administration fee equal to 5% of such actual and reasonable costs or expenses.

7.2 CONDITION UPON TERMINATION. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord including all movable property, fixtures, power wiring, equipment materials, environmental control systems, heaters, panels air conditioners, inventory or any other property of any kind, in broom clean condition and with all systems in good working order, condition and repair, except for damage caused by casualty, condemnation and ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage that Landlord is required to repair under Section 7.1. Subject to the foregoing, Tenant shall repair, at Tenant's expense, any damage to the Premises or Building caused by the removal of any of Tenant's personal property. an.

8. DEFAULT AND REMEDIES.

8.1 DEFAULT BY TENANT. The following will be events of default by Tenant under this Lease.

- (a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease within seven (7) days of due date;
- (b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; in each of the foregoing cases, if not dismissed within 30 days of such filing, adjudication, admission or appointment, as applicable; the foregoing shall also apply to any party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");
- (c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;
- (d) The filing or imposition of a lien against the Premises, the Building or the Property as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days after receipt of notice of same;

(e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;

(f) Failure to cure the breach of any provision of this Lease or any other lease or agreement Landlord and Tenant are a party to, other than the obligation to pay Rent, within twenty (20) days after notice thereof to Tenant, provided, however, that if such breach cannot be cured within such 20 day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of sixty (60) days from the date of Landlord's notice;

(g) Tenant's breach of the same provision of this Lease, other than the obligation to pay Rent, more than twice (2) in any twelve (12) month period;

(h) Failure to deliver, maintain or restore the Security Deposit pursuant to Section 11.2 hereof within the timeframes provided; and

(i) Failure of any of the guarantors to fulfill the terms and conditions of the Guaranty or the breach of the Guaranty by one of the Guarantors.

8.2 REMEDIES. Upon the occurrence of any event of default set forth in Section 8.1, Landlord shall be entitled to the following remedies:

(a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of the date of dispossession, plus all other reasonable costs and expenses incurred by Landlord to dispossess Tenant.

(b) Landlord may terminate this Lease and declare 100% of all Rent to be paid pursuant to this Lease for the remainder of the Term to be immediately due and payable, and thereupon such amount shall be accelerated and Landlord shall be entitled to recover the net present value thereof employing an assumed discount rate of 2% per annum for purposes of present value computation.

(c) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease, provided, however, that Tenant shall not, in such circumstances, be responsible for any cost to retrofit or alter the Premises.

(d) After the provision of notice and summary proceedings if required by law Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to Tenant from such action.

The above remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver. However, notwithstanding anything else herein, Landlord hereby expressly disclaims, relinquishes and rejects any Landlord's lien that otherwise by law, statute or contract might arise in or to any marijuana product and/or related products, chemicals or substances that, the ownership, possession, use, sale or distribution of which, but for the Legal Compliance Clarification, would or might be deemed contrary to Federal law or Federal regulations or enforcement positions by the Federal government or any agency, arm or authority thereof ("Federal Issues").

8.3 COSTS. If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any party to enforce its rights under this Lease against any other party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing party in such litigation, action, arbitration or proceeding shall be reimbursed by the non-prevailing party; provided, that if a party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such party on an equitable basis.

8.4 WAIVER. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

8.5 DEFAULT BY LANDLORD. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof. Notwithstanding any provision of this Lease, neither Landlord nor any officer, director, partner, shareholder, or member of Landlord shall have any individual or personal liability whatsoever under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Building (together with insurance proceeds, condemnation awards and sale proceeds), and in no event shall any deficiency judgment be sought or obtained against Landlord, nor any officer, director, partner, shareholder, or member of Landlord. Notwithstanding any provision of this Lease, Landlord shall not be liable to Tenant or any other person for consequential, special or punitive damages, including without limitation, lost profits.



9. PROTECTION OF LENDERS. Landlord represents and warrants that as of the date hereof, there either is no mortgage or ground lease affecting the Property.

9.1 SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, Building or the Property, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance mutually acceptable to Tenant and Landlord and its mortgagee or ground lessor, which subordination and attornment agreement must provide that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises, and continued Permitted Use thereof, for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in the Building or Property is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee or successor to Landlord's interest in the Lease, Premises, Building or Property and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

9.2 ESTOPPEL CERTIFICATES. Within ten (10) days of receipt of written request from Landlord, any lender or prospective lender of the Building, or at the request of any purchaser or prospective purchaser of the Building, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, (i) a description of any renewal or expansion options, if any; (ii) the amount of rent currently and actually paid by Tenant under this Lease; (iii) that the Lease is in full force and effect as modified; (iv) Tenant is in possession of the Premises; (v) stating whether either Landlord to the best of its knowledge or Tenant is in default under the Lease and, if so, summarizing such default(s) if known; and (vi) stating whether Tenant or Landlord has any offsets or claims against the other party and, if so, specifying with particularity the nature and amount of such offset or claim if known. Landlord shall likewise deliver a similar estoppel certificate within ten (10) days of the receipt of a written request from Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord, certifying the status of Tenant's monetary obligations under this Lease.

10. LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the current owner or owners of the fee title to the Building or the leasehold estate under a ground lease of the Building at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

11. MISCELLANEOUS PROVISIONS.

11.1 SECURITY DEPOSIT. During the Term of this Lease, Tenant shall remit to Landlord twenty thousand dollars (\$20,000) as a security deposit ("Security Deposit") on or before October 1, 2021. The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If after notice, Tenant fails to cure and Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after written notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent due pursuant to the Lease; and (ii) the repair of any and all damage to the Premises beyond that caused by casualty, condemnation and normal wear and tear.

11.3 INTERPRETATION. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission. This Lease will not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

11.4 INCORPORATION OF PRIOR AGREEMENTS, MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.

11.5 NOTICES. Any notice or document (other than rent) required or permitted to be delivered by the terms of this Lease shall be in writing and delivered by: (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease. Notices to Landlord shall be delivered to the address specified in the introductory paragraph of this Lease. All notices shall be effective upon delivery or attempted delivery during normal business hours. Either party may change its notice address upon notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

11.6 WAIVERS. All waivers must be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent such party from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

11.7 NO RECORDATION. Tenant shall not record this Lease or any memorandum of lease.

11.8 FORCE MAJEURE. The performance by either party to this Lease of its obligations (except the payment of Rent or other sums of money) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to, acts of the other party, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, regulation or restriction (including extraordinary delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party, or problems that can be satisfied by the payment of money.

11.9 EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 11.10. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord and delivered to Tenant, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addenda provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

11.11 AUTHORITY

11.11.1 TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents and warrants to Landlord that:

- (i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;
- (ii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;
- (iii) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and
- (iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

11.11.2 LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

- (i) Landlord is the fee owner of the Property;
- (ii) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;
- (iii) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;
- (iv) Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and
- (v) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case

may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner

11.12 MAINE LAW. This Lease shall be governed by the laws of the State of Maine.

11.13 COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

11.14 HOLDING OVER. If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises from month to month at a monthly Base Rent payable in advance on the first day of each month equal to one hundred twenty-five percent (125%) first month, one hundred fifty percent (150%) second month and two hundred percent (200%) thereafter of the monthly amount of Base Rent payable during the last month of the Term, and otherwise upon the same terms as set forth in this Lease, so far as they are applicable to a month to month tenancy. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession.

11.15 TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

11.16 APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

11.17 RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

11.18 BROKERS. Tenant covenants, represents and warrants that there was and is no broker, finder or commissioned procuring cause or participant in commissions associated with Tenant's efforts (any such person being a "Tenant's Broker") in connection with the negotiation and consummation of this Lease. Tenant agrees to indemnify and defend Landlord against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone other than a broker retained or hired by Landlord claiming to have represented Tenant in connection with the lease of the Premises.

11.19 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES FURTHER HEREBY WAIVE THE RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

11.20 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and referenced herein shall be deemed to be a part hereof and are hereby incorporated.

11.21 TENANT ASSIGNMENT. Tenant will not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part other than to a "Permitted Transferee" (hereafter defined). For these purposes, a "Permitted Transferee" means (i) any "Parent", "Subsidiary" or "Affiliate" of Tenant as each of those terms is hereafter defined as well as (ii) the resulting entity after a merger or consolidation of Tenant with another entity or company as well as (iii) an entity purchasing all of Tenant's Maine grow/processing operations. A "Parent" is an entity which owns all or a controlling and majority interest in the stock or other membership or similar issued and outstanding indices of ownership of Tenant; "Subsidiary" is an entity in which Tenant owns all or a controlling and majority interest of such entity's stock or other membership or similar issued and outstanding indices of ownership, and an "Affiliate" is any entity in which Tenant's Parent owns all or a controlling and majority interest of such entity's stock or other membership or similar issued and outstanding indices of ownership. Tenant shall in writing promptly notify Landlord of reasonable detail concerning any such Permitted Transferee and the transaction giving rise to same. Should Tenant nonetheless seek Landlord's consent to an assignment or sublet, the parties acknowledge that Landlord has a heightened interest in analyzing same and has reserved the absolute right to deny consent so as to help minimize concerns about Federal Issues; and this sentence is expressly intended to alter otherwise common law obligations of reasonableness for assignment or sublet requests. In addition, should Tenant nonetheless seek such approval or consent to an assignment or sublet, same shall be subject to Landlord's right of recapture set forth below. If notwithstanding all the foregoing such a request for approval or consent is made and Landlord in fact determines to allow same to occur, then: Any assignment of this Lease shall require that the assignee assume all obligations of Tenant. In no event will Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. Notwithstanding the foregoing to the contrary, Landlord may, in Landlord's sole and absolute discretion, approve or disapprove any proposed assignment or sublease by Tenant to an existing occupant of any space in the Property or an affiliate of any such occupant. No subtenant of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. In the event of a proposed assignment of the Lease or sublease of the Premises, in each case to a non-Permitted Transferee, Tenant agrees to pay Landlord the sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), together with any legal fees and disbursements incurred in the preparation and/or review of any such documentation, within thirty (30) days of invoice for payment thereof, as Additional Rent, if such assignment or sublease to a non-Permitted Transferee is



approved. For clarity, there shall be no fee for an assignment or sublease of Tenant's interest in the Premises or any portion thereof to a Permitted Transferee. If the rent due and payable by any assignee or subtenant under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Tenant will pay to Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant. Within fifteen (15) days after Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment or sublease, Landlord shall have the right to require Tenant to reconvey to Landlord that portion of the Premises which Tenant is seeking to assign or sublet. Tenant shall reconvey that portion of the Premises in consideration of Landlord's release of Tenant from all future Rent and other obligations, which would not otherwise survive termination of the Lease, with respect to the portion of the Premises so reconveyed. Any such reconveyance shall be evidenced by an agreement reasonably acceptable to Landlord and Tenant in form and substance.

Notwithstanding anything herein to the contrary, no assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all rent and to perform all obligations to be paid and performed by Tenant. Tenant shall pay to Landlord all direct costs and shall reimburse Landlord for all expenses (including reasonable attorneys' fees) incurred by Landlord in connection with any assignment or sublease requested by Tenant. Landlord may, in its reasonable discretion, consider all factors cognizable by law as reasonable to evaluate and consider in making its determination of whether to consent, including making a study of the financial wherewithal and credit of any proposed successor or subtenant and, in the case of an assignment, may require additional guaranties as appropriate to satisfy reasonable financial standards and criteria for approval. Any guaranty of an individual offered shall be joined by spouse and shall be in Landlord's then current commercially reasonable form. Landlord may condition any consent to any assignment, upon the execution and delivery of Landlord's commercially reasonable form of instrument, executed by Landlord, Tenant, the successor (assignee) tenant, and any new guarantor(s) then so arising, under the terms of which (i) the Tenant (as assignor) agrees and confirms to the foregoing continued obligations and liabilities and assigns all of its rights, title and interest in and to the Lease and all moneys having been paid thereunder, including any security deposit, (ii) the successor (as assignee) agrees to assume the Lease in all respects and to assume all obligations of payment and performance thereunder, past, present and future, including for the express benefit of Landlord and accepts the Premises in its then as-is condition, (iii) Landlord shall not be liable for, and Tenant and the successor (as assignee) shall, jointly and severally, hold Landlord harmless against and indemnify Landlord for and from any commission(s) payable associated with the assignment, and (iv) the successor (as assignee) agrees to provide all proper current evidence of insurance as called for in this Lease prior to first entry upon, on or into the Premises. Landlord may condition any consent to any sublease, upon the execution and delivery to Landlord of a commercially reasonable form of sublease agreement as between Tenant and such subtenant, under the terms of which (i) Tenant shall continue to remain primarily liable for the payment of all amounts of rental and other sums and performance of all covenants required of Tenant under the Lease, (ii) there shall be no modifications or amendments of the sublease without the prior written consent of Landlord, (iii) the subtenant shall not be granted any rights of Tenant under the Lease nor the power to exercise same, (iv) it is provided that in the event of any default under the terms and provisions of the Lease, Landlord shall have the right to collect the rental attributable to the subleased space directly from the subtenant without waiving any of Landlord's rights against Tenant, (v) Landlord shall not be liable for, and Tenant and the subtenant shall, jointly and severally, hold Landlord harmless against and indemnify Landlord for and from any commission(s) payable associated with the sublease, and (vi) nothing in the sublease will be deemed to amend or modify the Lease as between Tenant and Landlord, and the subtenant will expressly confirm and acknowledge that the sublease is inferior and subordinate to the Lease in all respects.

11.22 LANDLORD PROTECTION. Landlord will have the right to finance any and all future projects that Tenant is the owner, operator or investor in, on similar terms or as otherwise mutually agreed, with all such leases being cross collateralized and cross defaulted with this Lease. During the Term of this Lease, Tenant covenants and agree that it will not invest in or build or operate a facility that is reasonably likely to have a negative impact on the performance of the Property during the Term of this Lease and that Tenant will not operate, invest in or build such a competitive facility unless the status of the operations at the Premises and the net operating income actually support the need for additional facilities.

11.23 LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer, so long as successor landlord assumes the obligations of landlord hereunder.

11.24 NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS LEASE THE FOLLOWING ADDITIONAL PROPERTY SPECIFIC TERMS AND CONDITIONS SHALL GOVERN AND CONTROL:

A. SIGNAGE: Signage must be approved, in writing, by Landlord before installation. Approved signage must conform to building standard in size, style, color and location. It is the responsibility of the Tenant to obtain all necessary governmental permits required for signage approved by Landlord.

B. OUTSIDE STORAGE - Under no circumstances shall Tenant store or display its goods or merchandise outside of the Building with the exception of specifically requested and approved by Landlord hard goods or materials that are specifically required for Tenant's operations that cannot be stored within the building (e.g., soil) Tenant shall ensure any outside storage is neat and organized and in compliance with all applicable Laws and Tenant shall not store any plants or other finished materials outside of the Building.

C. HVAC ENVIRONMENTAL CONTROLS, GREENHOUSE ROOF AND SYSTEMS REPAIR AND MAINTENANCE: Tenant shall, at Tenant's sole expense repair and in accordance with the terms of this Lease, shall have a maintenance agreement for the HVAC/Environmental Controls, Greenhouse Roof and Systems unless such work will be performed by a duly qualified employee of Tenant or of Tenant's Affiliate, and will be responsible for any repairs and replacement for HVAC/Environmental Controls, Greenhouse Roof and Systems at all times during the Lease Term.

D. TENANT'S PRIMARY DUTY. All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease, Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all costs incurred or paid by Landlord shall be deemed additional rent hereunder and Tenant shall pay the same to Landlord on written demand, together with interest on all such sums and costs from the date of expenditure by Landlord to the date of repayment by Tenant at the rate of ten percent (10%) per annum.

E. ABANDONED PROPERTY. If Tenant abandons the Premises, or is dispossessed by process of law or otherwise, any movable furniture, equipment, trade fixtures or personal property belonging to Tenant and left in the Premises shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner.

F. GUARANTY. The full and faithful performance of Tenant hereunder and the payment of all obligations, including Rent, shall be guaranteed on a personal basis by the guarantors, if any, on a joint and several basis.

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IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written by their respective duly authorized officers.

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Landlord:

 3/22/2022

Tenant:

 3/22/2022

EXHIBIT A
PROPERTY DESCRIPTION

Exhibit A-1
SITE PLAN -

The following is deemed incorporated onto the site plan sketch here pictured and upon any other sketch or image attached to or made a part of this Lease: This Exhibit is diagrammatic and is intended only for the purpose of indicating the approximate location of constructed areas comprising the Property and or the Building and the approximate location of the Premises, and for the purposes of indicating approximately the boundaries of the Property if so indicated thereon. It does not in any way supersede any of Landlord's rights set forth in the Lease, including in respect of arrangements and/or locations of shared-use parts of the common areas and changes in such arrangements and/or locations, including without limitation parking areas. It is not to be scaled, any measurements or distances shown or parking counts should be taken as approximate. Dimensions indicated (if any) are not exact nor to scale and in any case are approximate. It does not purport to show the exact or final location of columns, division walls or other required architectural, structural, mechanical or electrical elements. References to tenants (if any) are not and shall not be deemed representations of existing or future tenancies

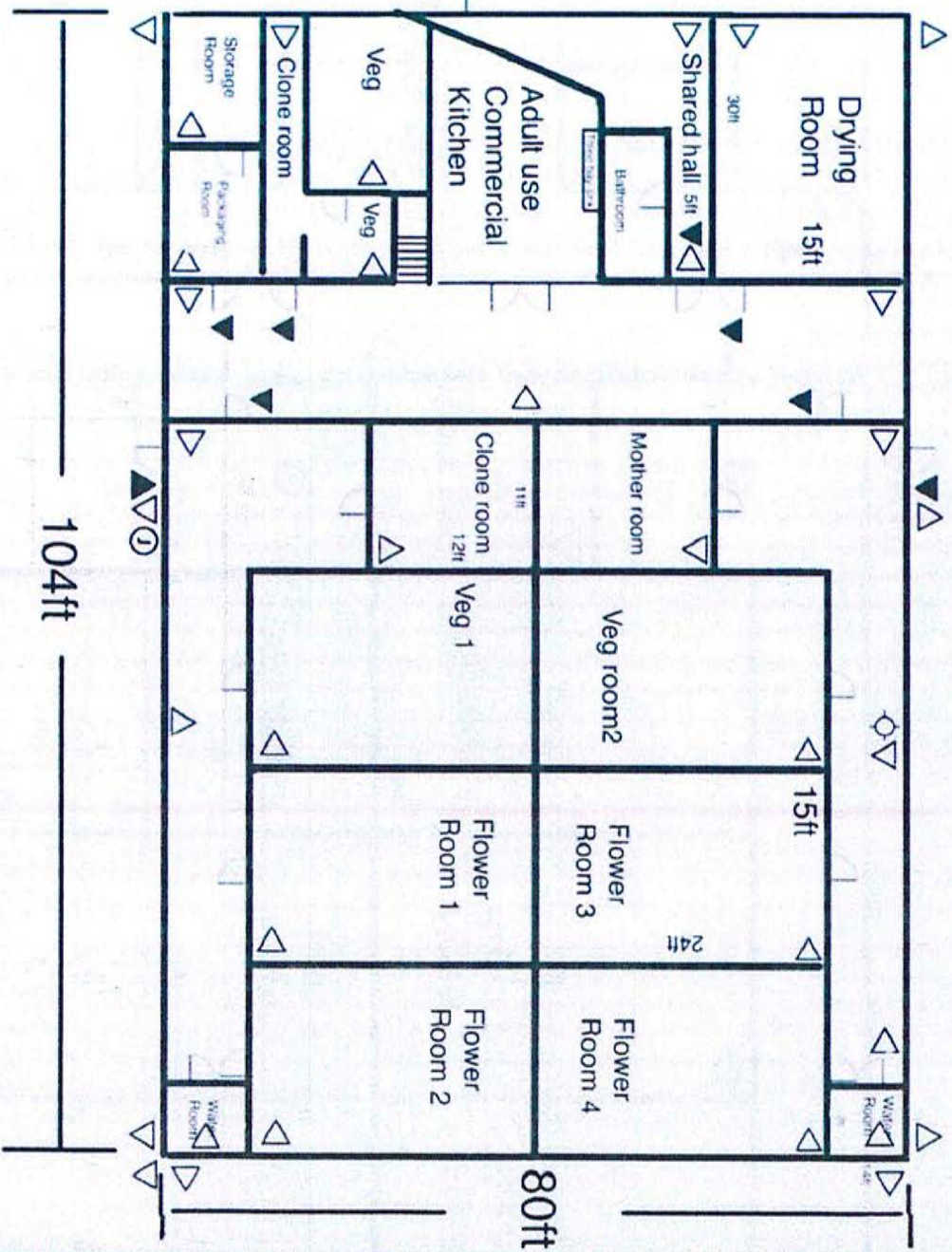
~~Handwritten mark~~

Alan Smith

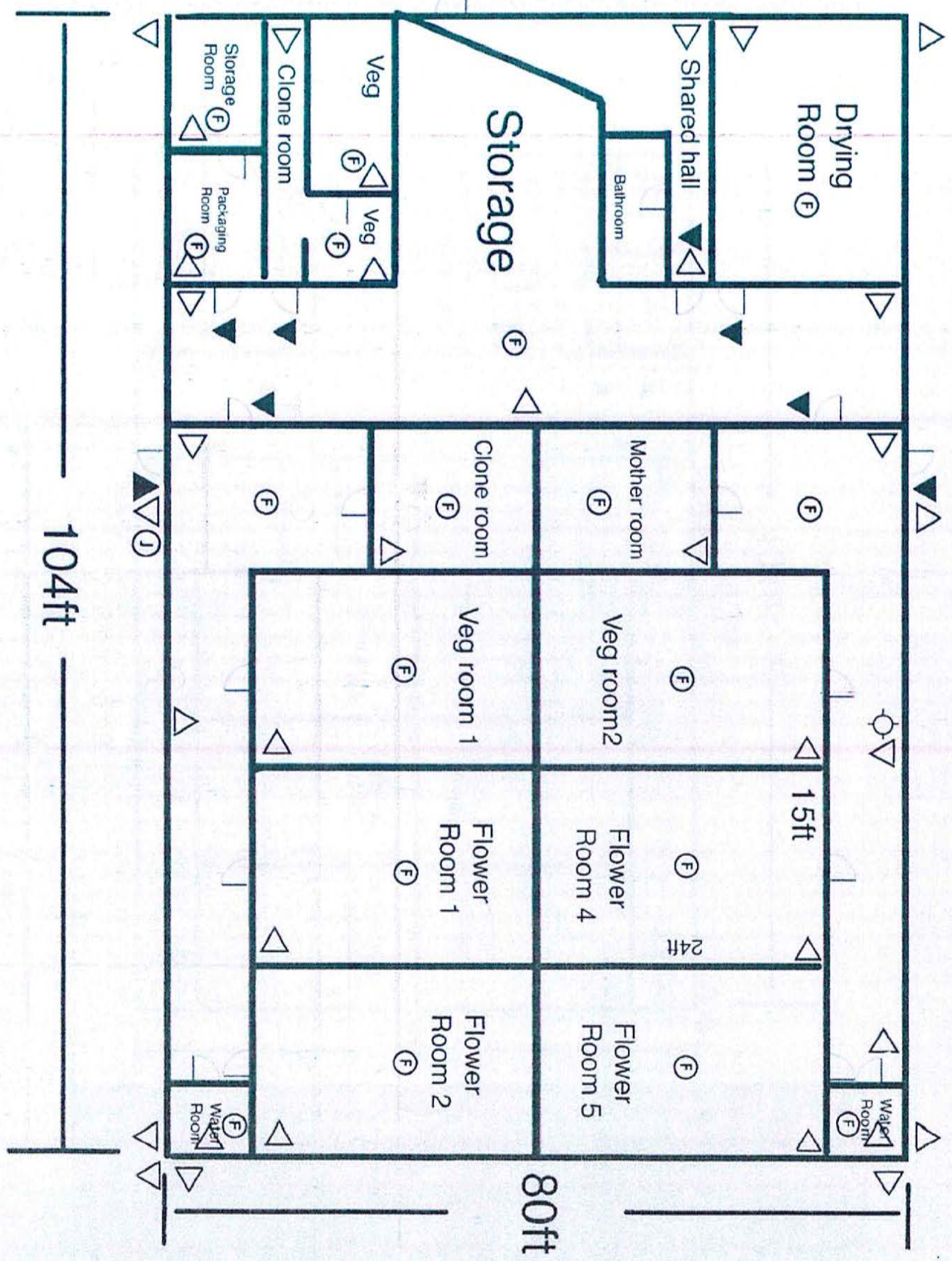
nor of any particular tenant-mix or tenant physical arrangement or placement or operation or use or closures, now or in the future anticipated



- 1000000000
- ① KNOX EYE
- ▽ CLIMATE
- ▲ ACCESS CONTROL



- ⊙ Equipment rack
- ⊙ Knox box
- ▽ Camera
- ▲ Access control



Summit Title Services, LLC ..
120 Bedford Center Road, Suite 202
Bedford, NH 03110

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED Bk 17973 PG 921
Instr # 2019022115
06/17/2019 03:03:49 PM
Pages 3 YORK CO

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:

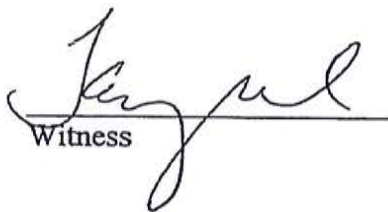
Beginning at an iron rod set at the northeasterly corner of land now or formerly of Eliot Home, Farm & Garden, LLC as described in deed recorded in the York County Registry of Deeds at Book 16026, Page 195; Thence running N 60° 13' 40" E along land now or formerly of Allan D. Maclellan a distance of 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,

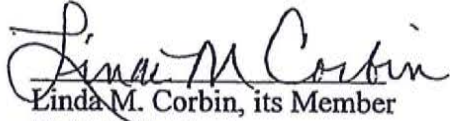
Maine R.E. Transfer Tax Paid

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



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

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This record contains information from the CEC database and is accurate as of: Fri Sep 30 2022 11:40:17. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
BLACKBEARD FARMS LLC	20212927DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
10/14/2020	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

DAVID C. JOHNSON
PO BOX 426
PORTLAND, ME 04112 0426

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(\$30.00)

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This record contains information from the CEC database and is accurate as of: Fri Sep 30 2022 11:41:36. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
KIND FARMS LLC	20182130DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
10/25/2017	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

DAVID JOHNSON, ESQ.
C/O PERKINS THOMPSON, PA
PO BOX 426
PORTLAND, ME 04112 0426

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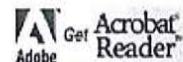
[Certified copy](#)

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Information Summary

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This record contains information from the CEC database and is accurate as of: Fri Sep 30 2022 11:40:53. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
KIND FARMS CONFECTIONS LLC	20192249DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
10/17/2018	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

DAVID JOHNSON, ESQ.
C/O PERKINS THOMPSON, PA
PO BOX 426
PORTLAND, ME 04112 0426

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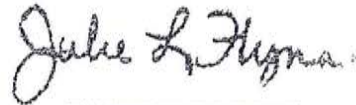
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File No. 20212927DC Pages 2
Fee Paid \$ 175
DCN 2202892310036 DLLC
FILED
10/14/2020

MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION



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:

Blackbeard Farms LLC

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

SECOND: Filing Date: (select one)

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

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

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

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

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

(Type of professional services)

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

Commercial Registered Agent CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

David C. Johnson

(Name of noncommercial registered agent)

One Canal Plaza, 9th Floor, Portland, ME 04101

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

PO Box 426, Portland, ME 04112-0426

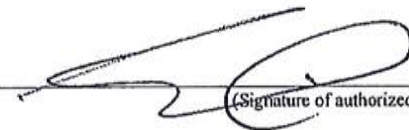
(mailing address if different from above)

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 October 13, 2020



(Signature of authorized person)

David C. Johnson

(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**

Date of this notice: 10-16-2020

Employer Identification Number:
85-3491386

Form: SS-4

Number of this notice: CP 575 G

BLACKBEARD FARMS LLC
JELAL JONES SOLE MBR
276 HAROLD DOW HWY
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 85-3491386. 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. 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 BLAC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G

10-16-2020 BLAC O 9999999999 SS-4

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number () - Best Time to Call

DATE OF THIS NOTICE: 10-16-2020
EMPLOYER IDENTIFICATION NUMBER: 85-3491386
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

BLACKBEARD FARMS LLC
JELAL JONES SOLE MBR
276 HAROLD DOW HWY
ELIOT, ME 03903

**OPERATING AGREEMENT
OF
BLACKBEARD FARMS LLC
A MAINE LIMITED LIABILITY COMPANY**

This Operating Agreement (this "Agreement") is entered into by and between **BLACKBEARD FARMS LLC**, a Maine limited liability company (the "Company") and **JELAL JONES** as the sole member of the Company (the "Member" and together with the Company, the "Parties"). The parties hereto agree as follow:

1. **Name.** The name of the limited liability company (the "Company") is:

Blackbeard Farms LLC

2. **Purpose and Powers.** The Company's purpose is to engage in any activity for which limited liability companies may be organized in the State of Maine. The Company shall possess and may exercise all of the powers and privileges granted by Maine law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. **Registered Office.** The registered office of the Company is located at the address set forth on Exhibit A attached hereto, as amended from time to time.

4. **Registered Agent.** The registered agent of the Company for service of process on the Company in the State of Maine is the individual or entity set forth on Exhibit A attached hereto, as amended from time to time.

5. **Principal Office.** The principal office of the Company shall be located at the address set forth on Exhibit A attached hereto, as the same may be amended from time to time.

6. **Sole Member.** The individual or entity set forth on Exhibit A is admitted as the initial sole member of the Company in respect of the Interest (as hereinafter defined). The Company may admit additional members from time to time with the written consent of the Member and by updating the schedule maintained on Exhibit A attached hereto.

7. **Interest.** The Company shall be authorized to issue a single class of membership interests (the "Interest" or "Membership Interest") including any and all benefits to which the holder of such Interest may be entitled under Maine law and this Agreement, and together with all obligations of such person to comply with the terms and provisions of this Agreement. As of the date of this document, Company has issued Membership Interests as outlined on Exhibit A. Any changes or additional issuances of Membership Interests shall be updated on Exhibit A and provided to the Member.

8. **Capital Contributions.** The Member may contribute cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns.

a. The Member acknowledges that at such time that two or more persons hold equity interests in the Company for federal income tax purposes (i) it is the intention of the Company to be treated as a “partnership” for federal and all relevant state tax purposes and (ii) the Company will be treated as a “partnership” for federal and all relevant state tax purposes and shall make all available elections to be so treated. Until such time, however, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Articles and this Agreement are to be construed so as to preserve such tax status under the foregoing circumstances.

b. In the event that the Company is treated as a partnership for tax purposes in accordance with Section 9.a hereof, then within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each Member’s federal, state or local income tax (or information) returns, including a statement showing each Member’s share of income, gain or loss, and credits for the fiscal year.

10. Management.

a. The individual set forth on Exhibit A (the “Manager”) shall serve as the initial sole Manager of the Company until removed by the vote or consent of the Member. The Manager shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. A new manager may be appointed by the unanimous consent of a majority of the members and by updating the schedule maintained on Exhibit A attached hereto.

b. The Manager may, from time to time, designate one or more persons to be officers of the Company. No officer need be a Member or Manager. Any officers so designated shall have the authority and duties that are normally associated with that office, together with any additional specific delegation of authority and duties made to such officer by the Manager. Each officer shall hold office until his or her successor shall be duly designated or until his or her earlier death, resignation or removal in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Manager, or otherwise established from time to time with the consent of the Members. Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed, either with or without cause, by the Manager whenever in its judgment the best interests of the Company shall be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed.

c. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Manager. Until and unless new or

different officers are designated by the Manager, the officers of the Company shall be designated on the schedule set forth on Exhibit A attached hereto.

11. **Distributions.** The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company.

12. **Assignments.** The Member may assign all or any part of its Interest at any time (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a substituted Member automatically upon an assignment. The Manager shall cause the schedule on Exhibit A to be updated to reflect the assignment to the Permitted Transferee.

13. **Distributions Upon Dissolution.** Upon the occurrence of an event set forth in Section 13 hereof, the Member shall be entitled to receive, after the Company shall have paid or have made reasonable provision for all of the Company's creditors to the extent required under applicable law, the remaining funds of the Company.

14. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under Maine law.

15. **Limited Liability.** No Member shall have any liability for the obligations of the Company except to the extent required by Maine law.

16. **Amendment.** This Agreement may be amended only in a writing signed by the Member.


17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MAINE, EXCLUDING ANY CONFLICTS OF LAWS, RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

18. **Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to materially lose the benefit of its economic bargain.

IN WITNESS WHEREOF, the undersigned has caused this Operating Agreement to be executed as of this 14th day of October, 2020.

THE COMPANY:

BLACKBEARD FARMS LLC

By: 
Name: Jelal Jones
Title: Manager

THE MEMBER:


Jelal Jones

EXHIBIT A

Member, Manager; Initial Contribution; Interest; Other Information

<u>Member Name and Address</u>	<u>Initial Contribution</u>	<u>Interest</u>
Jelal Jones 276 Harold Dow Hwy Eliot, ME 03903	\$1.00	100%

Manager: Jelal Jones

Location of Registered Office of the Company:

Mailing address:

276 Harold Dow Hwy
Eliot, ME 03903

Name and address of the Registered Agent for the Company:

David C. Johnson, Esq.
c/o Perkins Thompson, PA
P.O. Box 426
Portland, ME 04112-0426



REFERENCE NUMBER
26254C68-103C-44D9-8015-61086592B563

SIGNATURE CERTIFICATE

TRANSACTION DETAILS

Reference Number
26254C68-103C-44D9-8015-61086592B563

Transaction Type
Signature Request

Sent At
10/16/2020 11:15 EDT

Executed At
10/16/2020 11:18 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
b4ad6c340297a123beaccb8d41e12c3784b9342f81e7d6ba71840bbbaad2fbfd92

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Blackbeard - LLC Formation Documents

Filename
blackbeard_-_llc_formation_documents_p1813367x9f873_.pdf

Pages
9 pages

Content Type
application/pdf

File Size
197 KB


Original Checksum
b05b017aa2290e24b8e5a3105eba23a2fb2a6955d05f49942u01cf521513260

SIGNERS

SIGNER

Name
Jelal Jones
Email
jelal350@gmail.com
Components
2

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
173c13bc1d5094eb5fcd85591d69ea27ba92a70aabd22aba963de1d33fcf700b66
IP Address
172.56.22.18
Device
Chrome Mobile via Android
Drawn Signature

Signature Reference ID
A357D8A5
Signature Biometric Count
130

EVENTS

Viewed At
10/16/2020 11:16 EDT
Identity Authenticated At
10/16/2020 11:18 EDT
Signed At
10/16/2020 11:18 EDT

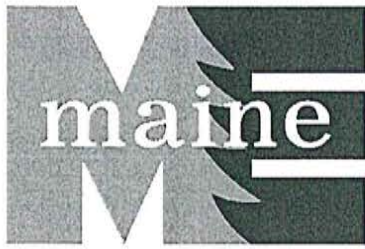
AUDITS

TIMESTAMP

10/16/2020 11:15 EDT
10/16/2020 11:15 EDT
10/16/2020 11:16 EDT
10/16/2020 11:18 EDT
10/16/2020 11:18 EDT

AUDIT

David Johnson (djohnson@perkinsthompson.com) created document 'blackbeard_-_llc_formation_documents_p1813367x9f873_.pdf' on Firefox via Windows from 72.55.224.182.
Jelal Jones (jelal350@gmail.com) was emailed a link to sign.
Jelal Jones (jelal350@gmail.com) viewed the document on Chrome Mobile via Android from 172.56.22.18.
Jelal Jones (jelal350@gmail.com) authenticated via email on Chrome Mobile via Android from 172.56.22.18.
Jelal Jones (jelal350@gmail.com) signed the document on Chrome Mobile via Android from 172.56.22.18.



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 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 or (207) 287-3282 prior to filling it out.

Section 1: License Information. Information to be completed				
Business Legal Name: KIND FARMS CONFECTIONS LLC		Business DBA:		License Number: AMF1326
License Type: ADULT USE CANNABIS PRODUCTS MANUFACTURING FACILITY				
Mailing Address: 254 COMMERCIAL ST STE 245 PORTLAND, ME 04101-4899		Facility Phone: +1 (207) 835-4355		
		Primary Contact Person: MALINA E. DUMAS, ESQ.		
		Primary Contact Email: malina.dumas@dentons.com		
Section 2: Cannabis Establishment and Local Authorization Information. 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.				
Section 3: Local Authorization of Cannabis Establishments within Municipalities. This section to be completed by the Municipality in receipt of request for Local Authorization.				
Section 3(a): Request for local authorization to operate cannabis establishment in municipality prohibited unless authorized by municipal ordinance or warrant article. 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?				

<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is a copy the local ordinance, warrant article, or other local regulation authorizing the siting of this establishment attached or included with the submission of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 3(b): Minimum authorization criteria. A municipality may not authorize the operation of a cannabis establishment within the municipality unless the following questions are answered in the affirmative.
1. Is the cannabis establishment proposed to be located equal to or greater than 1,000 feet of the property line of a preexisting public or private school? If the municipality by ordinance or other regulation prohibits the location of cannabis establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the person requesting local authorization to operate the cannabis establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the cannabis establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, briefly explain: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
Section 3(c): Local authorization required for operation of cannabis establishment within municipality. A person may not operate a cannabis establishment within a municipality unless the following questions are answered in the affirmative.
1. Has the person obtained all applicable municipal approvals, permits, or licenses that are required by the municipality for the operation of this type of adult use cannabis establishment? By selecting "yes" below, the municipality is affirming that all municipal approvals, permits, or licenses have been approved, granted, or issued and no further action by the municipality is required prior to the Office of Cannabis Policy's issuance of an active license. The Office of Cannabis Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is a list and copy of all applicable 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 the municipality to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 4: Local Authorization of Cannabis Establishments within Towns, Plantations and Townships in the Unorganized and Deorganized Areas. This section to be completed by the Maine Land Use Planning Commission, or if outside MLUPC's administration, by the appropriate county commissioners in receipt of request for Local Authorization.
Section 4(a): Request for local authorization to operate cannabis establishment in town, plantation or township in unorganized and deorganized areas prohibited unless generally allowed by town or plantation or by county commissioners on behalf of township. A person seeking to operate a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas may not request local authorization unless one of the following questions is answered in the affirmative.
1. In the case of a town or plantation, the legislative body of the town or plantation has voted to allow some or all types of cannabis establishments within the town or plantation, including the type of cannabis establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
2. In the case of a township, the county commissioners of the county in which the township is located have voted to allow some or all types of cannabis establishments within the township, including the type of cannabis establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
Section 4(b): Minimum authorization criteria. The County Commissioners and Maine Land Use Planning Commission may not certify to the Department local authorization of a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.
1. Is the cannabis establishment proposed to be located equal to or more than 1,000 feet of the property line of a preexisting public or private school? If the County Commissioners or Maine Land Use Planning Commission prohibit the location of cannabis establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the person requesting local authorization to operate the cannabis establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the cannabis establishment pursuant to a <input type="checkbox"/> lease, <input type="checkbox"/> rental agreement or <input type="checkbox"/> other arrangement for possession of the premises (specify: _____) or <input type="checkbox"/> by virtue of ownership of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 4(c): Local authorization required for operation of cannabis establishment in town, plantation or township in unorganized and deorganized areas. A person may not operate a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.

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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 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	
My commission expires:	
STAMP/SEAL	

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS PROGRAM



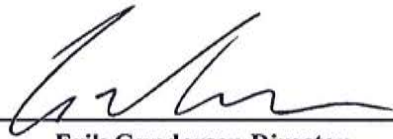
This certifies that
KIND FARMS CONFECTIONS LLC
License Number AMF1326

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:
September 21, 2022

Expires on:
September 20, 2023



Erik Gundersen, 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

The Conditional License for AMF1326 has been issued based on the following organizational structure:

Principals:

JELAL RABIN JONES, MANAGER

Owners:

100.00% - JELAL JONES

NOTICE: This conditional license was issued based upon the information indicated above and submitted on application forms provided by the conditional licensee. The conditional licensee acknowledged and affirmed that the foregoing information was truthful and complete in the presence of a notary. Any changes to the information indicated above must be timely reported to the Office of Cannabis Policy and may affect the conditional licensee's licensure status. A conditional licensee will be required, at a minimum, to obtain a new local authorization based upon any changes to the entity ownership structure listed above.



TOWN OF ELIOT MAINE
 PLANNING OFFICE
 1333 State Road
 Eliot ME, 03903

To: Planning Board
 From: Jeff Brubaker, AICP, Town Planner
 Cc: Ken Wood, PE, Attar Engineering, Applicant’s Representative
 Mike Sudak, EI, Attar Engineering, Applicant’s Representative
 Shelly Bishop, Code Enforcement Officer
 Date: October 14, 2022 (report date)
 October 18, 2022 (meeting date)
 Re: PB22-9: 771 & 787 Main St. (Map 6, Lots 43, 44, & 154) – Clover Farm Subdivision (8 lots) – **Preliminary Plan Review**

With various updates from the September 20 meeting report throughout the document

Application Details/Checklist Documentation	
Address	771 & 787 Main St.
Map/Lot	6/ 43, 44, & 154
PB Case#	22-9
Zoning District(s)	Village
Shoreland Zoning District(s)	Limited Residential, Resource Protection
Property Owner(s)	Mark McNally, LJE Property Development LLC, Jesse Realty LLC
Applicant Name(s)	Mark McNally Building Maintenance, LLC, LJE Development LLC, Jesse Realty LLC
Proposed Project	8-lot conventional residential subdivision
Sketch Plan	
✓ Application Received by Staff	April 12, 2022
✓ Application Sent to Staff Reviewers	May 10, 2022
✓ Application Reviewed By PB	May 17, 2022; June 21, 2022; July 26, 2022 (scheduled)
✓ Site Walk	May 31, 2022
✓ Site Walk Publication	May 24, 2022 (Portsmouth Herald)
✓ Sketch Plan Approval	July 26, 2022
Preliminary Plan	
✓ Application Received by Staff	August 24, 2022
✓ Fee Paid and Date	\$1,775 (\$1,600 – subdivision preliminary plan application; \$175 – public hearing); August 24, 2022
✓ Application Sent to Staff Reviewers	August 31, 2022

✓ Application Reviewed by PB	September 20 and October 18 (scheduled), 2022
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Overview

Applicants Mark McNally Building Maintenance, LLC, LJE Development LLC, and Jesse Realty LLC (agent: Attar Engineering; property owners: Mark McNally, LJE Property Development LLC, Jesse Realty LLC) are seeking review of a subdivision application for three existing lots (Map 6, Lots 43, 44, & 154) currently addressed as 771 and 787 Main St. The application proposes a conventional residential subdivision with eight (8) lots. With PB sketch plan approval occurring on July 26, the applicant has submitted their preliminary plan and application package. The assembled parcels comprise 10.95 acres, allowing 9 lots, 1 greater than proposed (Sheet 1, Note 5). Subdivision Lots 5-6 are on the shore of the Piscataqua River. Existing Tax Map 6, Lot 44 – which includes proposed subdivision Lot 6 – already has a growth and building permit associated with it as well as residential pier approval. The site plan notes that the “existing sidelines between [the existing] parcels shall be abandoned”, which will make way for the new lot lines.

Application contents

Submitted April 12, 2022

- Cover letter dated 4/12/22
- Subdivision application and checklist
- Agent authorization letters from Jesse Realty, LLC; LJE Property Development, LLC; Mark McNally Building Maintenance, LLC (unsigned)
- Location map (1” = 2,000’)
- 100 ft. abutters list
- Easement and land exchange agreement
- Warranty deeds
- FEMA FIRM flood map, dated 6/5/89
- Traffic Impact Assessment from Sewall dated 1/5/22
- Sketch plan dated 4/12/22

Submitted June 1, 2022

- Agent authorization letter from Mark McNally Building Maintenance LLC (signed)

Submitted June 8, 2022

- Progress print sketch plan (superseded by 6/14/22 submittal)

- Plan of Land for Jesse Realty, dated 12/12/18, Sheets D2-D3
- Boundary plan/survey prepared for James D. & Orley Mae White, dated 6/21/05

Submitted June 14, 2022

- Cover letter dated 6/14/22
- Sketch Plan dated 6/14/22

Submitted June 16, 2022

- Sketch Plan dated 6/16/22 (emailed to Planner but after 6/21 packet was sent out)

Submitted July 19, 2022

- Cover letter dated 7/19/22
- Email correspondence between applicant team and Town Planner regarding TIA, 6/23/22 to 7/18/22
- 2009 Comprehensive Plan future land use map excerpt, map showing other subdivisions, and Open Space Development sketch plan, related to Open Space Development discussion
- Sketch plan, 7/19/22 revisions

Submitted August 24, 2022

- Cover letter dated 8/23/22
- Subdivision application signed by Attar Engineering, dated 8/23/22
- Subdivision application checklist
- Agent authorization letters from Mark McNally Building Maintenance, LLC; LJE Property Development, LLC; and Jesse Realty, LLC
- Easement agreement between property owners regarding proposed driveway
- Warranty deeds
- Location map (1" = 2,000')
- 60 ft. abutters list
- FEMA FIRM flood map
- MaineDOT driveway/entrance permit
- Medium-intensity soil survey
- 2005 boundary plan
- Stormwater management plan
- Site plan set
 - Sheet 1: Site plan
 - 2: Existing conditions plan

- 3: Grading & utilities plan
- 4: Roadway plan & profile
- 5-6: Site details
- 7-8: Stormwater existing/post-construction plans

Submitted October 4, 2022

- Cover letter dated 10/4/22
- Soil test pit results from Michael Cuomo, Soil Scientist, tested 9/2/22
- MaineDOT materials specification for aggregate base and subbase
- Upgraded stormwater HydroCAD results, dated 10/3/22
- Email correspondence from DEP regarding stormwater PBR application
- Updated plan set dated 10/4/22

Affidavit of ownership

Warranty deeds for Jesse Realty, LLC; LJE Property Development, LLC; and Mark McNally

Zoning

Village; Limited Residential and Resource Protection shoreland zoning

Dimensional requirements

Standard	Planner review
Min. lot size: 1 acre [41-255; 41-218(e); 45-405]	Met. Lots vary from 1.02 to 1.62 ac. Subdivision to be served by municipal sewer, so 41-218(e) requirement for potential larger lot sizes for septic system lots is N/A.
Min. street frontage: 100 ft.	Appears to be met for Lots 1-4 and 7-8. Lots 5-6 have <100 ft. of frontage: modification approved by PB on 7/26/22 [41-255(g) and 41-66].
Setbacks: appropriate for location of subdivision and type of development/use contemplated [41-255]. 45-405 setbacks: 30' front/20' side/30' rear	Appears to be met. 30/20/30 setback lines shown on plans (45-405), and no lesser setbacks are proposed.
Min. shore frontage: 100 ft. [44-35(a)(1)]	Met. Lots 5-6 each have 188 ft. of frontage.

Structure shoreline setback: 75 ft. from top of unstable coastal bluff [44-35(b)(1)]	Appears to be met. Setback line shown on plan with proposed structures behind it.
Max. non-vegetated footprint in shoreland zone: 20%	Appears to be met. See Sheet 1, Note 8. Non-vegetated footprint is calculated at 14.6%.

Subdivision road

Per 8/23/22 cover letter: “A ~750 linear foot travelway designed to Minor Road standards is proposed to access all 8 lots, and said travelway includes asphalt curb and an asphalt sidewalk to be incorporated into other pedestrianways in the growth area.” 41-221(b)(2) requires that proposed streets meet Ch. 37 standards.

Minor road (<15 lots) street design standards (37-70)	Planner review
Min. right-of-way: 40 ft.	Met. 50-75 ft. R/W shown on plan. First ~300 lf has been widened to allow for shifting of road to the north to avoid utility pole and bring it further away from, and screen, abutting property (Map 6, Lot 42), plus accommodate a 5 ft. sidewalk.
Min. width of traveled way: 18 ft.	Appears to be met. Site plan (Sheet 1) and site detail (Sheet 6) show 18 ft. width.
Min. width of shoulders: 2 ft.	Met. Site plan (Sheet 1) and site detail (Sheet 6) show 2 ft. shoulder on side without sidewalk.
Sidewalk width (if used): 5 ft.	Met. 5 ft. sidewalk proposed on northwest side of the road and around the cul-de-sac [41-221(a)(4)]. See various plan sheets and the detail on Sheet 6.
Min. grade: 0.5%	Appears to be met. Grade is 1.25% to 5% as shown in the roadway profile on Sheet 4.
Max. grade: 8.0%	Appears to be met. See above.
Max. grade at intersections: 3%	Appears to be met. Grade appears to be ≤1.25% at Main St. intersection.
Min. angle of street intersections: 75 degrees	Visually appears to be met
Min. centerline radius of curves: 100 ft.	Appears to be met. Road is mostly straight with slight curve of radius >175 ft. as shown on plan.
Min. tangent length b/t reverse curves: 100 ft.	Visually appears to be met
Roadway crown: 1/4" per ft. of lane width	Met. See detail on Sheet 6.
Min. curb radius at 90-degree intersections: 20 ft.	Appears to be met with 10/18/22 submittal
Min. right-of-way radii at intersections: 10 ft.	Appears to be met with 10/18/22 submittal
Cul-de-sac concentric radii: 30'/40'/65'/70'	Met. Radii shown on plan. R/W radius surrounding the cul-de-sac increased to 75 ft. to accommodate the sidewalk.
Cul-de-sac suitable snow storage	Met. Snow storage areas shown on site plan within cul-de-sac and other areas along the road.
Min. cul-de-sac pavement width around the center island: 25 ft.	Met

Sight distance	Appears to be met. Sight distance triangles added to plans.
Minor road (<15 lots) street construction standards (37-71)	Planner review
Aggregate subbase course (max size stone 4"): 15" in depth	Appears to be met. See Sheet 6 detail. To my knowledge, MDOT Type D aggregate meets the <4" size standard.
Crushed gravel base course (max size stones 2"): 6" in depth	Appears to be met. See Sheet 6 detail. To my knowledge, MDOT Type A aggregate meets the <2" size standard. (Ref. MDOT Standard Specification 703.06)
<i>Hot bituminous pavement</i>	See Sheet 6 detail
Total thickness: 3"	Met
Wearing/surface course: 1 1/4"	Met
Base course: 1 3/4"	Met

Subdivision road entrance on Main St.

On July 26, the PB approved a street separation waiver (Section 37-57) allowing <400 ft. distances from adjacent streets. The waiver is conditioned on the aforementioned sight distance triangles being shown on plans. They are shown on the 10/4/22 plans.

Stormwater

Subdivisions are required to meet the stormwater requirements in Section 41-213 and 45-411 and enter into post-construction stormwater management agreements per Ch. 35 (applicable to all sites/common plans of development with >1 acre of disturbance). The site is in the MS4 urbanized area. A stormwater management (drainage) plan (SWMP) has been submitted, per 41-150(8). The application proposes the following facilities and features for stormwater management:

- A stormwater detention pond located between Lots 6-7 with a stone berm level spreader and emergency spillway. In addition to runoff quantity, the SWMP notes that the detention pond “will provide some treatment of pollutants such as suspended solids and hydrocarbons prior to discharge from the site”. The SWMP notes: “Stormwater flow from the detention pond will be routed through a level spreader and undisturbed buffer prior to discharge from the site.”
- A vegetated roadside swale along the proposed subdivision road
- Culverted driveway crossings for the swale with inlet/outlet protection and trash screens

Stormwater standards (41-213, 45-411) check	Planner review
Runoff minimized and detained on site if possible/practical (design standard is 50-year storm)	SWMP analysis “indicates decreases in peak flow at [the 2 analysis points] in all storm events, resulting in no anticipated adverse effects on abutters or existing downstream systems due to water quantity”. For a 50-year storm (<u>10/18 update</u>): <ul style="list-style-type: none"> • AP1: decrease in peak flow by 4.78 cubic feet per second (cfs) • AP2: decrease in peak flow by <u>9.27</u> cfs (previously 8.44 cfs) • 10/4/22 cover letter notes that this is due to the building footprint on Lot 7 being moved away from the detention pond, and further away from the rear yard abutting Park St. properties. The letter notes that “overall this movement should significantly reduce the impact the existing forested buffer of the Park Street properties”.
Natural state of watercourses, swales, floodways, rights-of-way maintained as nearly as possible	SWMP: “Proposed cuts and fills are moderate, ranging from 0 to 4 feet, with the largest fill being at the down-slope side of the proposed cul-de-sac...Impervious areas are minimized.”
Drainage easement	None proposed; PB may require if needed
Soil statement; drainage plan	Included in packet
Storage of materials	No review comments at this time

Third-Party Review: Sebago Technics was contracted to conduct the stormwater third party review (3PR). Their review report with comments is included in the packet. The applicant is in the process of addressing their comments. I recommend the PB review the report and hear from the applicant on how they are addressing the comments.

DEP Stormwater permitting: See in your packet 9/27/22 correspondence between Attar and DEP regarding DEP’s stormwater PBR application review.

Erosion & sedimentation control

Erosion & sedimentation control notes are on Sheet 5, as required by 41-150(10) and 41-214(c).

Erosion control standards (41-214) check	Planner review
Stripping of vegetation/regrading/etc. to be minimized as far as practical, minimize erosion	See above regarding moderate grading and minimization of impervious areas
Duration of exposure of disturbed areas kept to a practical minimum	See Sheet 5, E&SC Notes 6 and 9. Generally, stabilization within 7 days, or 48 hours within 75 ft. of a wetland or waterbody.
Temporary vegetation and/or mulching	See Sheet 5, E&SC Notes 2,3,6,7, and Winter Construction Notes

Permanent vegetation, mechanical erosion control measures installed as soon as practical after construction ends.	See Sheet 5, E&SC Note 9, among others
Sediment from disturbed areas trapped by debris basins, sediment basins, silt traps, etc.	See Sheet 5, E&SC Note 20, among others
Top of cut or bottom of fill not <10 ft. to adjoining property, unless otherwise specified by PB	No such grading apparent on plan
Dust control during grading	See Sheet 5, E&SC Note 12
On slopes >25%, no grading/filling within 100 ft. of the normal high water mark except to protect the shorelines and prevent erosion	No such grading apparent on plan
Do not remove topsoil from site, except for surplus for roads, parking areas, building excavations	<i>10/18 update:</i> 10/4/22 cover letter states: “General Note #17 has been added to Sheet 1 which declares that no topsoil shall be removed from the site besides surplus for roads and building excavations, demonstrating compliance with §41-214(c)(9)

Third-party review: See Sebago Technics’ report, particularly Comment 13.

Preservation of natural resources and scenic beauty (41-215)

Per 41-215(a), a landscape plan is incorporated into Sheet 3 – Grading & Utilities Plan. Existing tree lines, proposed clearing limits, and large trees (24+ in. DBH) to be preserved are shown. If the PB deems necessary, you may consider requiring the preservation of lesser diameter trees (down to 10 in.) per 41-215(a). As noted above, grading is moderate (0 to 4 ft.) and primarily associated with the road/cul-de-sac, swales, stormwater detention pond. Per 41-215(b), the proposed arbor vitae buffer along the southeastern edge of the development continues to be depicted and is described in Sheet 1, Note 10. The PB may wish to further comment on the location and type of trees in this buffer.

Preservation of historical and natural features and traditional land use pattern (41-216)

As noted in previous reviews, the site includes the Remick family cemetery and the historic Clover Farm property (771 Main St.). The Code Enforcement Officer has issued the demolition permit for the relocation of the historic barn to Brixham Rd., as previously reviewed by the PB, and it is understood that the dismantling of the barn is underway. Remick Cemetery access, as previously discussed, continues to be provided for on Sheet 1 (between Lots 4-5) and described in Note 13.

Water and sewer service (41-217 and -218)

The subdivision proposes to connect to municipal water and sewer. The 8” water main would be under the northwest half of the road. A fire hydrant is proposed near the Lot 4 driveway, at the base of the cul-de-sac. The 2” sewer force main would be under the middle portion of the road, leading out to the public gravity line on Main St. Water and sewer details are on Sheet 6. A pump station is to be located after input from the Kittery Sewer Dept.

Kittery Water District's (KWD) review letter was included in the September 20 packet and, in summary, notes that, in order to provide adequate fire protection to the subdivision, KWD "will need to install approximately 200 feet of 12-inch water main on Main Street to intersect with the entrance road of the subdivision. This work will be scheduled during the 2023 construction season and the cost borne by the District."

Further review of the sewer main size and sufficiency may be needed per 41-218(a), which requires a min. 8" diameter main.

Community services, utilities, and open space (41-220)

If needed, the PB may make review comments on the potential effects of the subdivision on the community services listed in 41-220(a). My preliminary review:

- Schools, including busing: not expected to be significant given the number of units
- Road maintenance and snow removal: road to be privately-maintained, with private responsibilities for snow removal and snow storage areas shown on plans
- Police and fire protection: plan has been shared with Police and Fire Depts for their review
- Recreation facilities: PB issued waiver from parks/rec land reservation, with condition for payment-in-lieu [41-256(c)]
- Solid waste disposal: no review comments
- Runoff: see above regarding stormwater

The underground utility line is shown under the southeast half of the road. See Sheet 4 and trench/conduit detail on Sheet 6. The PB did not require 10% open space reservation per 41-220(c).

Third-party review: It has been more challenging to find a 3PR for the parks-rec payment-in-lieu, as this is a more niche consulting service. However, I have one consulting firm who may be interested and is experienced in this field. I will update the PB if more information comes available by the time of the meeting.

Traffic and streets (41-221)

This section has been primarily addressed by the traffic impact assessment previously reviewed, the street separation waiver review and approval, the provision of a sidewalk on the subdivision road, and the future sidewalk easement dedication along Main St. The PB may wish to provide further review comments if you deem necessary.

Public health and safety (41-222)

This section includes glare and noise standards. This is expected to be addressed to the extent that sufficient vegetative buffering is provided for abutting properties.

Reservation of land (41-256)

As noted above, my recommendation is to have technical consultant review of the payment-in-lieu amount, per the condition of the PB's waiver.

Soil suitability/soils report

A soils report is required by 41-150(11). The cover letter notes: “A waiver is being requested for §41-150(11) for a High-Intensity Soil Survey. The Applicants have provided a Medium-Intensity Soil Survey [in packet] and are having test pits dug in the location of all stormwater management BMPs, the combination of which should satisfy any Town requirements for a subdivision being serviced by municipal sewer.”

Note the two new test pit results from Michael Cuomo, in your packet. Both test pits found Nicholville soils that are soil group D, moderately well drained. Test pit locations are shown on current site plan sheets 7-8.

Performance guarantee (41-176; 33-132)

The 10/4/22 cover letter includes the following:

“After discussion, it is the Applicants’ opinion to pursue Option 2 of the performance guarantee guidelines outlined in §33-132(b)(2), which defers building permits and lot sales until the associated infrastructure for the development is complete, which in this case would be the proposed travelway, utility services, and stormwater management elements. The Applicants would like to declare this option with the caveat that this decision provides no interruptions to the currently-approved building permit for the structure to be located on proposed Lot 6, as the timeline of that construction should not be affected by the approvals process of this application.

I will discuss the building permit question with our Code Enforcement Officer and report back at the meeting.

Recommendations/next steps

Recommended motion template: Motion to deem the preliminary plan application for PB22-9 complete, per Section 41-141, with the stipulation that, with their next submittal, the applicant address the stormwater third-party review comments and any Planning Board review comments. The Chair is authorized to work with the Town Planner to give written notification of completeness to the applicant. Per Section 41-145, the public hearing shall be set for November 15, 2022.

* * *

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

October 4th, 2022
Project No. C174-21

**RE: Preliminary Subdivision Application – Completeness Revisions
Clover Farm Subdivision (Tax Map 6, Lots 43, 44, & 154)
771 & 787 Main Street, Eliot, Maine**

Dear Mr. Brubaker:

On behalf of Mark McNally Building Maintenance, LLC., LJE Development, LLC., and Jesse Realty, LLC., I have enclosed for your review and consideration revised Plan Set sheets and associated attachments for the above-referenced project. Revisions have been made to address comments presented in the Review Memo prepared for the September 20th Planning Board meeting, as well as questions and comments made during said PB meeting.

- Test pits were performed at both of the major detention areas of the proposed development (the center of the cul-de-sac and the stormwater detention pond between Lots 6 & 7) by project soil scientist Michael Cuomo. Pit locations have been added to the Plan Set and the data logs for both pits is attached.
- An excerpted section of MDOT's Chapter 700 "Materials" is attached, which includes the dimensional requirements of aggregate base and subbase by sieve designation as per 703.06. These requirements prove that the prescribed gravel base and subbase within the roadway details of the Plan Set satisfies §37-71 and the street construction standards for Minor Roads.
- General Note #17 has been added to Sheet 1 which declares that no topsoil shall be removed from the site besides surplus for roads and building excavations, demonstrating compliance with §41-214(c)(9).
- A 20' radius has been applied to the proposed curb at its intersection with Main Street as prescribed in §37-70 "Street design standards". Additionally, the proposed travelway right-of-way has been revised to include a 10' radius at the intersection with Main Street (at the southeast corner of Lot 1). No radius was applied to the south side of the proposed right-of-way as this is the property line of the subject parcels and such a radius would intrude into the abutting TM/L 6/42 property.
- Callouts have been made to Sheets 1 & 3 of the Plan Set highlighting sight distance triangles, which have been added to the Plan Set and depict the areas adjacent to the Main Street right-of-way that are to remain clear to facilitate the listed sight distances for the proposed travelway. Additionally, a separate Sight Distance Triangles sheet has been prepared that depicts these triangles with aerial imagery overlay.

- The Plan Set has been revised to modify the location of the proposed driveway and building footprint on Lot 7. This change moves the footprint further away from the proposed detention pond, closer to the Lot 7/Lot 8 sideline, and further away from the rear yard property line that abuts the Park Street properties. The Stormwater: Developed Conditions sheet and HydroCAD model have been appropriately updated to reflect this change, and overall this movement should significantly reduce the impact to the existing forested buffer of the Park Street properties.
- Sebago Technics has been awarded the third-party technical review of the stormwater analysis for this development. As of the writing of this cover letter there have been no comments made from this review.
- Correspondence from the MDEP is attached which details the few comments that were asked regarding the ongoing Stormwater PBR permit application for this development. Updates shall be forwarded to the Town as they are received.
- After discussion, it is the Applicants' opinion to pursue Option 2 of the performance guarantee guidelines outlined in §33-132(b)(2), which defers building permits and lot sales until the associated infrastructure for the development is complete, which in this case would be the proposed travelway, utility services, and stormwater management elements. The Applicants would like to declare this option with the caveat that this decision provides no interruptions to the currently-approved building permit for the structure to be located on proposed Lot 6, as the timeline of that construction should not be affected by the approvals process of this application.

We look forward to discussing the project with the Planning board at the October 18th meeting. Please contact me for any additional information or clarifications required.

Sincerely;



Michael J. Sudak, E.I.
Staff Engineer

cc: Mark McNally Building Maintenance, LLC., LJE Development, LLC., Jesse Realty, LLC.
C174-21 Cover Prelim SDV 04Oct2022

Michael Cuomo, Soil Scientist
6 York Pond Road, York, Maine 03909
207 363 4532
mcuomosoil@gmail.com

TEST PIT DATA

Client: Attar Engineering, Inc.
Location Clover Farm Subdivision, Main Street, Eliot
Date: 2 September 2022

Test Pit Number: MC-1

<u>Depth</u>	<u>Description</u>
0-8"	Dark brown very fine sandy loam, granular, friable.
8-19"	Yellowish brown very fine sandy loam, blocky, friable.
19-53"	Light olive brown stratified fine sand and silt, massive, firm lenses, redox.

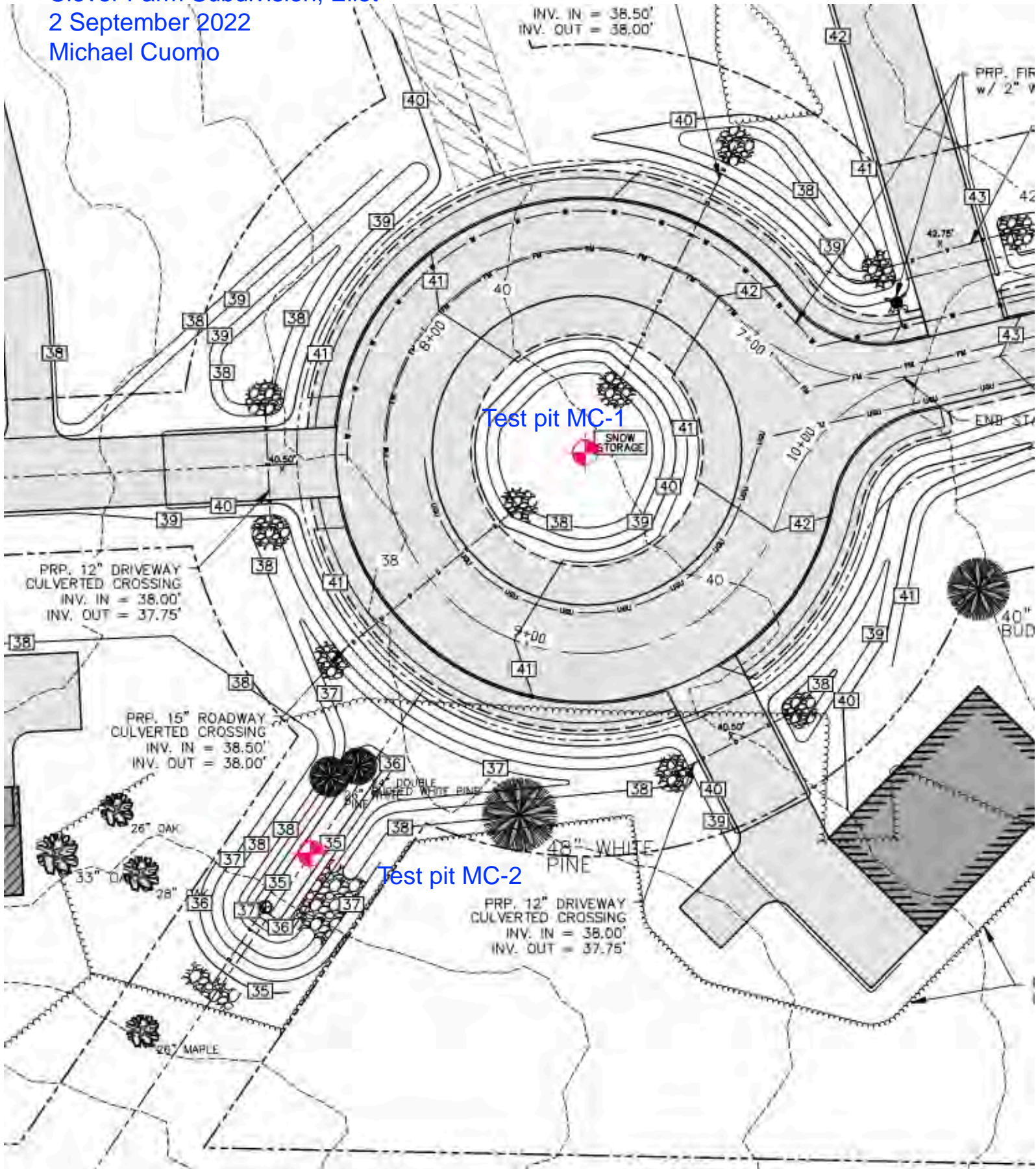
Soil Name: Nicholville
Hydrologic Soil Group: D
Drainage Class: Moderately well drained
Depth to Seasonal High Water Table: 19"
Depth to Bedrock: none

Test Pit Number: MC-2

<u>Depth</u>	<u>Description</u>
0-9"	Very dark brown very fine sandy loam, granular, friable.
9-17"	Yellowish brown very fine sandy loam, blocky, friable.
17-30"	Light olive brown very fine sandy loam, blocky, firm, redox.
30-57"	Olive brown fine sand, massive, friable, redox.

Soil Name: Nicholville
Hydrologic Soil Group: D
Drainage Class: Moderately well drained
Depth to Seasonal High Water Table: 17"
Depth to Bedrock: none

Test pit locations
Clover Farm Subdivision, Eliot
2 September 2022
Michael Cuomo



SECTION 700 - MATERIALS

GENERAL STATEMENT

For all materials used in the work for which there is no specified testing by the project Inspectors or the Laboratory, the Contractor shall submit a Materials Certification Letter similar to the following, prior to acceptance as specified in Section 107.9.4:

Company Letterhead

Mr./Mrs. _____, Resident Date _____

Address _____ Project No. _____

Town _____

This is to certify that all materials incorporated into the project for which there is no specified testing by project inspectors or the laboratory, comply with the pertinent specified material requirements of the contract. Processing, project testing, and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished.

All records and documents pertinent to this letter and not submitted herewith will be maintained and will be available by the undersigned for a period of not less than three years from the date of completion of the project.

The Materials Certification letter must be signed by a person having legal authority to bind the Contractor.

Materials listed in the above Certificate may be subject to random sampling and testing by the Department. Certified materials, which fail to meet specification requirement, may not be accepted.

The Contractor may be required to submit to the Resident, for inclusion in the project records, certification and other data from the Manufacturer pertaining to materials used on the project.

For Performance-Graded Binder, the Contractor shall arrange for the Supplier to furnish a Quality-Control Plan and CERTIFICATE OF ANALYSIS for all asphalt materials furnished for use on the project. The Certificate shall include the actual test results of the material in storage from which the shipments are being made. Certificates shall be supplied for each lot, batch, or blend of each type and grade of material. A new certificate shall be issued at least every 30 days or upon receiving or manufacture of a new material. The original of each Certificate of Analysis shall be mailed to the Testing Engineer, Maine Department of Transportation, P.O. Box 1208, Bangor, Maine 04402-1208.

in accordance with ASTM C856; these analyses must indicate the absence of ASR gel formation, aggregate rimming and associated micro cracking. The locations and sampling of cores shall be the responsibility of the Department. All costs associated with the petrographic evaluation of cores, including transportation of the cores to the testing facility, shall be the responsibility of the Contractor.

- B. Certified test results from an accredited independent laboratory utilizing the current AASHTO T303 (ASTM C1260) Accelerated Mortar Bar Method, indicating an acceptable alkali-aggregate combination, are submitted to the Department.

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation shall meet the grading requirements of the following table.

Sieve Designation		Percent by Weight Passing Square Mesh Sieve
Metric	US Customary	
9.5 mm	3/8 in	85-10
75 µm	No. 200	0-5.0

703.06 Aggregate for Base and Subbase. The material shall have a minimum degradation value of 15 as determined by the Washington State Degradation Test of 1967, except that the test will be run on the portion of a sample that passes the 12.5 mm [1/2 in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.

- a. Aggregate for base shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 75 mm [3 in] sieve shall meet the grading requirements of the following table:

Sieve Designation		Percentage by Weight Passing Square Mesh Sieves		
Metric	US Customary	Aggregates		
		Type A	Type B	Type C
12.5 mm	1/2 in	45-70	35-75	
6.3 mm	1/4 in	30-55	25-60	25-70
425 µm	No. 40	0-20	0-25	0-30
75 µm	No. 200	0-5.0	0-5.0	0-5.0

Type A aggregate for base shall only contain particles of rock that will pass the 50 mm [2 in] square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 100 mm [4 in] square mesh sieve.

Type C aggregate for base shall only contain particles of rock that will pass the 150 mm [6 in] square mesh sieve.

b. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 75 mm [3 in] sieve shall meet the grading requirements of the following table:

Sieve Designation		Percentage by Weight Passing Square Mesh Sieves			
Metric	US Customary	Aggregates			
		Type D	Type E	Type F	Type G
6.3 mm	¼ in	25-70	25-100	60-100	-
425 µm	No. 40	0-30	0-50	0-50	0-70
75 µm	No. 200	0-7.0	0-7.0	0-7.0	0-10.0

Aggregate for subbase shall not contain particles of rock which will not pass the 150 mm [6 in] square mesh sieve.

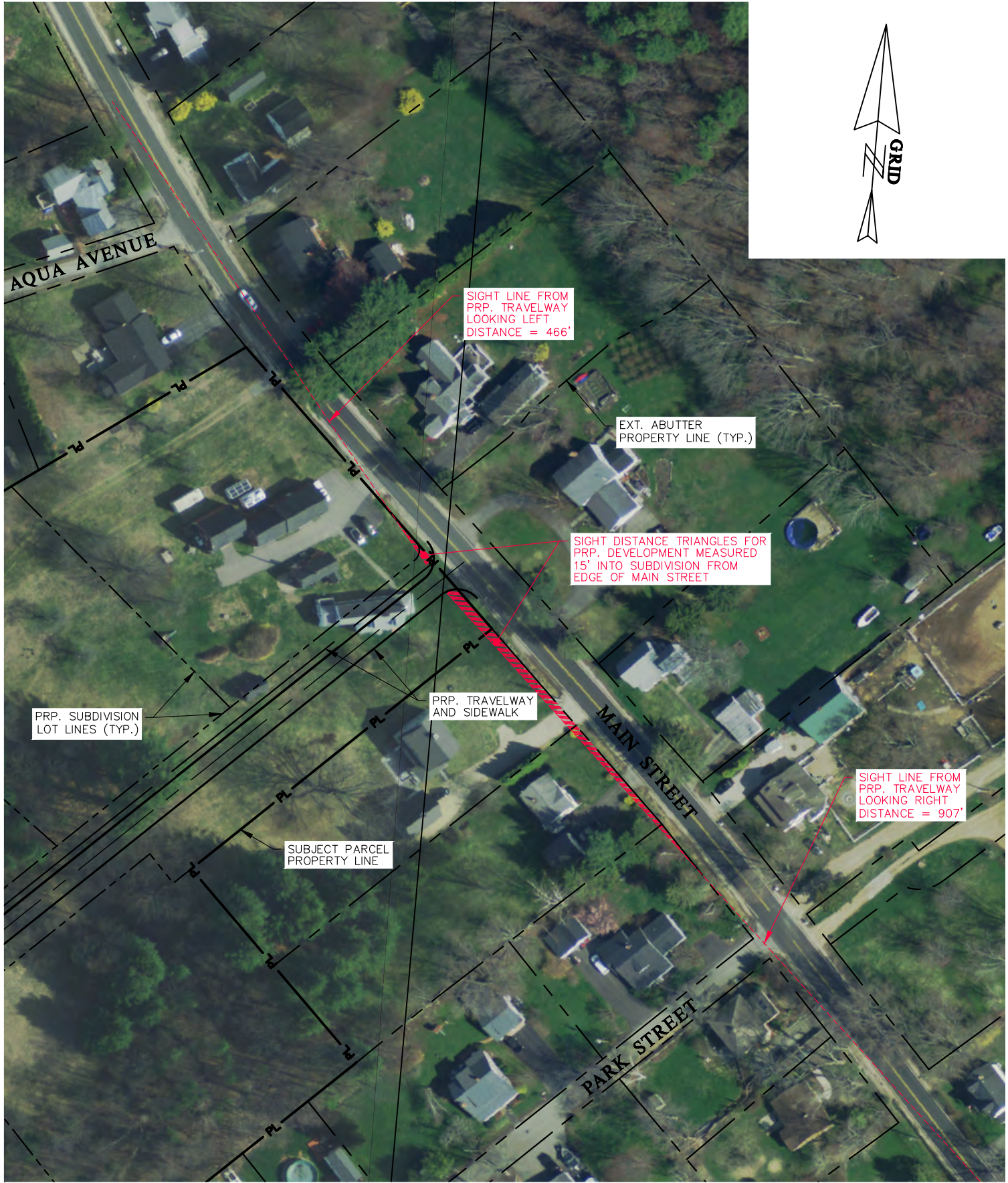
703.07 Aggregates for HMA Pavements Coarse aggregate and fine aggregate for hot mix asphalt pavements shall be of such gradation that when combined in the proper proportions, including filler, if required, the resultant blend will meet the composition of mixture for the type of pavement specified.

Coarse aggregate, that material retained on the 2.36 mm [No. 8] sieve, shall be crushed stone or crushed gravel and, unless otherwise stipulated, shall consist of clean, tough, durable fragments free from an excess of soft or disintegrated pieces and free from stone coated with dirt or other objectionable matter.

Fine aggregate, material that passes the 2.36 mm [No. 8] sieve, shall consist of natural sand, manufactured sand, or a combination of these. It shall consist of hard, tough grains, free from injurious amounts of clay, loam, or other deleterious substances. Fine aggregate, shall not exceed an absorption of 3% by weight as determined by AASHTO T84.

The composite blend shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP58-99. In the event of a failure, the Washington State Degradation test of 1967 shall be run before rejection of the material. Material with a value of 30 or more may be accepted.

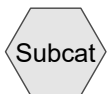
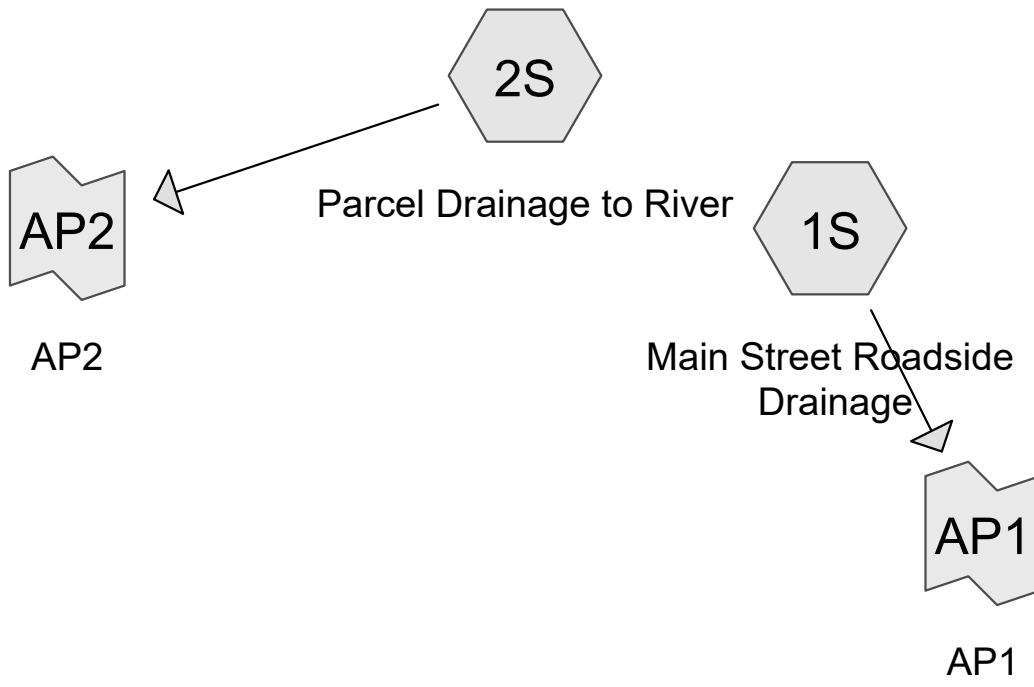
Aggregates shall also meet the following consensus properties. The Department reserves the right to sample and test the composite aggregate for any of the following properties at any time.



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: MJS
DATE: 10/04/22		REVISION DATE: - : -
JOB NO: C174-21	FILE: MAIN ST REV BASE.DWG	SHEET: 1

LOCATION:	CLOVER FARM SUBDIVISION 771 & 787 MAIN STREET, ELIOT ME TAX MAP 6, LOTS 43, 44, 154
INFORMATION:	SIGHT DISTANCE TRIANGLES STATE OF MAINE GEOLIBRARY AGGREGATE IMAGE SERVICE, 2018

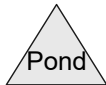
MARK McNALLY
 BUILDING MAINTENANCE, LLC.
 LJE DEVELOPMENT, LLC.
 JESSE REALTY, LLC.



Subcat



Reach



Pond



Link

Routing Diagram for CFS SWA EXT

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CFS SWA EXT

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.648	39	>75% Grass cover, Good, HSG A (1S, 2S)
6.304	61	>75% Grass cover, Good, HSG B (1S, 2S)
0.060	74	>75% Grass cover, Good, HSG C (1S, 2S)
0.307	98	Paved parking, HSG A (1S, 2S)
0.311	98	Paved parking, HSG B (1S, 2S)
0.018	98	Paved parking, HSG C (1S)
0.054	98	Unconnected roofs, HSG A (2S)
0.345	98	Unconnected roofs, HSG B (1S, 2S)
0.023	98	Unconnected roofs, HSG C (2S)
0.443	36	Woods, Fair, HSG A (2S)
5.249	60	Woods, Fair, HSG B (2S)
0.122	73	Woods, Fair, HSG C (2S)
14.884	60	TOTAL AREA

CFS SWA EXT

Type III 24-hr 2 YEAR STORM Rainfall=3.30"

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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

Subcatchment 1S: Main Street Roadside Runoff Area=64,185 sf 15.29% Impervious Runoff Depth>0.54"
Flow Length=328' Tc=7.3 min CN=64 Runoff=0.75 cfs 0.066 af

Subcatchment 2S: Parcel Drainage to River Runoff Area=584,143 sf 6.20% Impervious Runoff Depth>0.35"
Flow Length=1,095' Tc=17.4 min UI Adjusted CN=59 Runoff=2.76 cfs 0.397 af

Link AP1: AP1 Inflow=0.75 cfs 0.066 af
Primary=0.75 cfs 0.066 af

Link AP2: AP2 Inflow=2.76 cfs 0.397 af
Primary=2.76 cfs 0.397 af

Total Runoff Area = 14.884 ac Runoff Volume = 0.463 af Average Runoff Depth = 0.37"
92.90% Pervious = 13.826 ac 7.10% Impervious = 1.057 ac

CFS SWA EXT

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

Subcatchment 1S: Main Street Roadside Runoff Area=64,185 sf 15.29% Impervious Runoff Depth>1.38"
Flow Length=328' Tc=7.3 min CN=64 Runoff=2.31 cfs 0.169 af

Subcatchment 2S: Parcel Drainage to River Runoff Area=584,143 sf 6.20% Impervious Runoff Depth>1.05"
Flow Length=1,095' Tc=17.4 min UI Adjusted CN=59 Runoff=11.35 cfs 1.178 af

Link AP1: AP1 Inflow=2.31 cfs 0.169 af
Primary=2.31 cfs 0.169 af

Link AP2: AP2 Inflow=11.35 cfs 1.178 af
Primary=11.35 cfs 1.178 af

Total Runoff Area = 14.884 ac Runoff Volume = 1.347 af Average Runoff Depth = 1.09"
92.90% Pervious = 13.826 ac 7.10% Impervious = 1.057 ac

CFS SWA EXT

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: Main Street Roadside Runoff Area=64,185 sf 15.29% Impervious Runoff Depth>2.21"
Flow Length=328' Tc=7.3 min CN=64 Runoff=3.83 cfs 0.271 af

Subcatchment 2S: Parcel Drainage to River Runoff Area=584,143 sf 6.20% Impervious Runoff Depth>1.78"
Flow Length=1,095' Tc=17.4 min UI Adjusted CN=59 Runoff=20.61 cfs 1.993 af

Link AP1: AP1 Inflow=3.83 cfs 0.271 af
Primary=3.83 cfs 0.271 af

Link AP2: AP2 Inflow=20.61 cfs 1.993 af
Primary=20.61 cfs 1.993 af

Total Runoff Area = 14.884 ac Runoff Volume = 2.265 af Average Runoff Depth = 1.83"
92.90% Pervious = 13.826 ac 7.10% Impervious = 1.057 ac

CFS SWA EXT

Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Page 1

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: Main Street Roadside Runoff Area=64,185 sf 15.29% Impervious Runoff Depth>2.98"
Flow Length=328' Tc=7.3 min CN=64 Runoff=5.22 cfs 0.366 af

Subcatchment 2S: Parcel Drainage to River Runoff Area=584,143 sf 6.20% Impervious Runoff Depth>2.48"
Flow Length=1,095' Tc=17.4 min UI Adjusted CN=59 Runoff=29.31 cfs 2.771 af

Link AP1: AP1 Inflow=5.22 cfs 0.366 af
Primary=5.22 cfs 0.366 af

Link AP2: AP2 Inflow=29.31 cfs 2.771 af
Primary=29.31 cfs 2.771 af

Total Runoff Area = 14.884 ac Runoff Volume = 3.138 af Average Runoff Depth = 2.53"
92.90% Pervious = 13.826 ac 7.10% Impervious = 1.057 ac

Summary for Subcatchment 1S: Main Street Roadside Drainage

Runoff = 5.22 cfs @ 12.11 hrs, Volume= 0.366 af, Depth> 2.98"

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
1,746	98	Paved parking, HSG A
7,453	39	>75% Grass cover, Good, HSG A
790	98	Paved parking, HSG C
1,915	74	>75% Grass cover, Good, HSG C
1,564	98	Unconnected roofs, HSG B
5,713	98	Paved parking, HSG B
45,004	61	>75% Grass cover, Good, HSG B
64,185	64	Weighted Average
54,372		84.71% Pervious Area
9,813		15.29% Impervious Area
1,564		15.94% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.2	50	0.0800	0.26		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
0.1	20	0.0200	2.87		Shallow Concentrated Flow, SCF 1 Paved Kv= 20.3 fps
4.0	258	0.0232	1.07		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
7.3	328	Total			

Summary for Subcatchment 2S: Parcel Drainage to River

Runoff = 29.31 cfs @ 12.26 hrs, Volume= 2.771 af, Depth> 2.48"

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"

CFS SWA EXT

Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Area (sf)	CN	Adj	Description
981	98		Unconnected roofs, HSG C
708	74		>75% Grass cover, Good, HSG C
5,295	73		Woods, Fair, HSG C
2,354	98		Unconnected roofs, HSG A
11,607	98		Paved parking, HSG A
64,352	39		>75% Grass cover, Good, HSG A
19,288	36		Woods, Fair, HSG A
13,483	98		Unconnected roofs, HSG B
7,820	98		Paved parking, HSG B
228,644	60		Woods, Fair, HSG B
229,611	61		>75% Grass cover, Good, HSG B
584,143	60	59	Weighted Average, UI Adjusted
547,898			93.80% Pervious Area
36,245			6.20% Impervious Area
16,818			46.40% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.4	50	0.0700	0.25		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
13.7	975	0.0287	1.19		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
0.3	70	0.2850	3.74		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
17.4	1,095	Total			

Summary for Link AP1: AP1

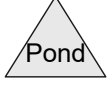
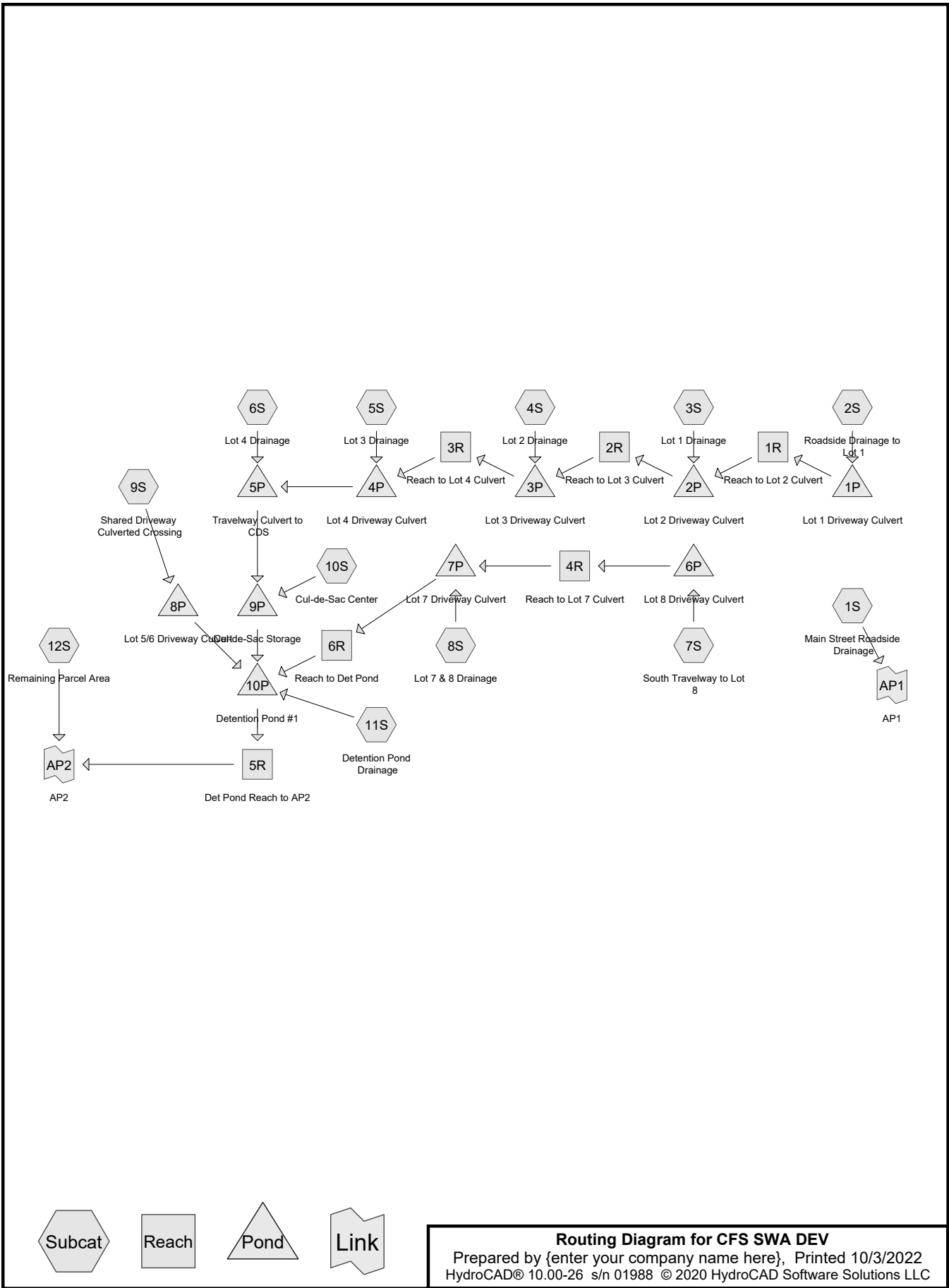
Inflow Area = 1.473 ac, 15.29% Impervious, Inflow Depth > 2.98" for 50 YEAR STORM event
 Inflow = 5.22 cfs @ 12.11 hrs, Volume= 0.366 af
 Primary = 5.22 cfs @ 12.11 hrs, Volume= 0.366 af, Atten= 0%, Lag= 0.0 min

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

Summary for Link AP2: AP2

Inflow Area = 13.410 ac, 6.20% Impervious, Inflow Depth > 2.48" for 50 YEAR STORM event
 Inflow = 29.31 cfs @ 12.26 hrs, Volume= 2.771 af
 Primary = 29.31 cfs @ 12.26 hrs, Volume= 2.771 af, Atten= 0%, Lag= 0.0 min

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



Routing Diagram for CFS SWA DEV
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CFS SWA DEV

Prepared by {enter your company name here}

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.809	39	>75% Grass cover, Good, HSG A (2S, 3S, 5S, 6S, 12S)
5.510	61	>75% Grass cover, Good, HSG B (1S, 2S, 3S, 4S, 5S, 6S, 7S, 8S, 9S, 10S, 11S, 12S)
0.060	74	>75% Grass cover, Good, HSG C (2S, 5S)
0.141	98	Paved parking, HSG A (5S, 12S)
1.335	98	Paved parking, HSG B (1S, 2S, 3S, 4S, 5S, 6S, 7S, 8S, 9S, 10S, 11S, 12S)
0.018	98	Paved parking, HSG C (2S)
0.044	98	Roofs, HSG B (11S)
0.059	98	Unconnected roofs, HSG A (4S, 5S, 12S)
0.677	98	Unconnected roofs, HSG B (2S, 4S, 5S, 6S, 8S, 12S)
0.023	98	Unconnected roofs, HSG C (5S)
0.443	36	Woods, Fair, HSG A (5S, 6S)
4.643	60	Woods, Fair, HSG B (4S, 5S, 6S, 7S, 8S, 11S, 12S)
0.122	73	Woods, Fair, HSG C (12S)
14.884	63	TOTAL AREA

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: Main Street Roadside Runoff Area=4,675 sf 9.09% Impervious Runoff Depth>0.54"
 Flow Length=36' Slope=0.0550 '/' Tc=2.8 min CN=64 Runoff=0.07 cfs 0.005 af

Subcatchment 2S: Roadside Drainage to Runoff Area=35,380 sf 19.80% Impervious Runoff Depth>0.50"
 Flow Length=298' Tc=11.8 min UI Adjusted CN=63 Runoff=0.32 cfs 0.034 af

Subcatchment 3S: Lot 1 Drainage Runoff Area=29,066 sf 18.87% Impervious Runoff Depth>0.58"
 Flow Length=217' Tc=6.4 min CN=65 Runoff=0.40 cfs 0.032 af

Subcatchment 4S: Lot 2 Drainage Runoff Area=27,303 sf 27.16% Impervious Runoff Depth>0.75"
 Flow Length=174' Tc=5.3 min UI Adjusted CN=69 Runoff=0.55 cfs 0.039 af

Subcatchment 5S: Lot 3 Drainage Runoff Area=113,293 sf 8.29% Impervious Runoff Depth>0.10"
 Flow Length=557' Tc=11.5 min UI Adjusted CN=49 Runoff=0.05 cfs 0.022 af

Subcatchment 6S: Lot 4 Drainage Runoff Area=27,053 sf 29.90% Impervious Runoff Depth>0.80"
 Flow Length=259' Tc=15.0 min UI Adjusted CN=70 Runoff=0.43 cfs 0.041 af

Subcatchment 7S: South Travelway to Lot Runoff Area=17,271 sf 24.89% Impervious Runoff Depth>0.80"
 Flow Length=282' Tc=7.5 min CN=70 Runoff=0.35 cfs 0.026 af

Subcatchment 8S: Lot 7 & 8 Drainage Runoff Area=28,652 sf 25.86% Impervious Runoff Depth>0.75"
 Flow Length=229' Tc=6.7 min UI Adjusted CN=69 Runoff=0.55 cfs 0.041 af

Subcatchment 9S: Shared Driveway Runoff Area=4,315 sf 47.11% Impervious Runoff Depth>1.24"
 Flow Length=60' Slope=0.0300 '/' Tc=5.5 min CN=78 Runoff=0.15 cfs 0.010 af

Subcatchment 10S: Cul-de-Sac Center Runoff Area=9,075 sf 68.85% Impervious Runoff Depth>1.80"
 Flow Length=54' Tc=0.7 min CN=86 Runoff=0.53 cfs 0.031 af

Subcatchment 11S: Detention Pond Runoff Area=24,549 sf 33.01% Impervious Runoff Depth>0.95"
 Flow Length=346' Tc=16.5 min CN=73 Runoff=0.47 cfs 0.045 af

Subcatchment 12S: Remaining Parcel Runoff Area=327,696 sf 10.42% Impervious Runoff Depth>0.46"
 Flow Length=918' Tc=19.2 min UI Adjusted CN=62 Runoff=2.25 cfs 0.287 af

Reach 1R: Reach to Lot 2 Culvert Avg. Flow Depth=0.24' Max Vel=0.41 fps Inflow=0.30 cfs 0.033 af
 n=0.150 L=140.0' S=0.0161 '/' Capacity=21.31 cfs Outflow=0.28 cfs 0.033 af

Reach 2R: Reach to Lot 3 Culvert Avg. Flow Depth=0.25' Max Vel=0.66 fps Inflow=0.46 cfs 0.065 af
 n=0.150 L=140.0' S=0.0411 '/' Capacity=34.07 cfs Outflow=0.45 cfs 0.064 af

Reach 3R: Reach to Lot 4 Culvert Avg. Flow Depth=0.41' Max Vel=0.48 fps Inflow=0.66 cfs 0.104 af
 n=0.150 L=140.0' S=0.0125 '/' Capacity=49.45 cfs Outflow=0.64 cfs 0.103 af

Reach 4R: Reach to Lot 7 Culvert Avg. Flow Depth=0.22' Max Vel=0.49 fps Inflow=0.34 cfs 0.026 af
 n=0.150 L=187.0' S=0.0254 '/' Capacity=26.79 cfs Outflow=0.28 cfs 0.026 af

Reach 5R: Det Pond Reach to AP2 Avg. Flow Depth=0.22' Max Vel=0.28 fps Inflow=1.52 cfs 0.296 af
n=0.400 L=310.0' S=0.0476 '/ Capacity=347.70 cfs Outflow=1.38 cfs 0.283 af

Reach 6R: Reach to Det Pond Avg. Flow Depth=0.22' Max Vel=0.45 fps Inflow=0.61 cfs 0.067 af
n=0.150 L=203.0' S=0.0185 '/ Capacity=34.31 cfs Outflow=0.56 cfs 0.066 af

Pond 1P: Lot 1 Driveway Culvert Peak Elev=51.06' Storage=73 cf Inflow=0.32 cfs 0.034 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.30 cfs 0.033 af

Pond 2P: Lot 2 Driveway Culvert Peak Elev=48.64' Storage=56 cf Inflow=0.46 cfs 0.065 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.46 cfs 0.065 af

Pond 3P: Lot 3 Driveway Culvert Peak Elev=42.72' Storage=57 cf Inflow=0.66 cfs 0.104 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.66 cfs 0.104 af

Pond 4P: Lot 4 Driveway Culvert Peak Elev=40.72' Storage=249 cf Inflow=0.66 cfs 0.124 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.65 cfs 0.123 af

Pond 5P: Travelway Culvert to CDS Peak Elev=39.01' Storage=163 cf Inflow=0.92 cfs 0.164 af
15.0" Round Culvert n=0.013 L=70.0' S=0.0071 '/ Outflow=0.91 cfs 0.164 af

Pond 6P: Lot 8 Driveway Culvert Peak Elev=46.33' Storage=31 cf Inflow=0.35 cfs 0.026 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.34 cfs 0.026 af

Pond 7P: Lot 7 Driveway Culvert Peak Elev=41.46' Storage=63 cf Inflow=0.62 cfs 0.067 af
12.0" Round Culvert n=0.013 L=40.0' S=0.0063 '/ Outflow=0.61 cfs 0.067 af

Pond 8P: Lot 5/6 Driveway Culvert Peak Elev=38.18' Storage=79 cf Inflow=0.15 cfs 0.010 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.10 cfs 0.010 af

Pond 9P: Cul-de-Sac Storage Peak Elev=38.03' Storage=557 cf Inflow=1.00 cfs 0.195 af
15.0" Round Culvert n=0.013 L=65.0' S=0.0077 '/ Outflow=0.96 cfs 0.192 af

Pond 10P: Detention Pond #1 Peak Elev=36.39' Storage=1,843 cf Inflow=1.88 cfs 0.312 af
Primary=1.52 cfs 0.296 af Secondary=0.00 cfs 0.000 af Outflow=1.52 cfs 0.296 af

Link AP1: AP1 Inflow=0.07 cfs 0.005 af
Primary=0.07 cfs 0.005 af

Link AP2: AP2 Inflow=2.25 cfs 0.570 af
Primary=2.25 cfs 0.570 af

Total Runoff Area = 14.884 ac Runoff Volume = 0.614 af Average Runoff Depth = 0.50"
84.57% Pervious = 12.587 ac 15.43% Impervious = 2.297 ac

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: Main Street Roadside Runoff Area=4,675 sf 9.09% Impervious Runoff Depth>1.38"
 Flow Length=36' Slope=0.0550 '/ Tc=2.8 min CN=64 Runoff=0.20 cfs 0.012 af

Subcatchment 2S: Roadside Drainage to Runoff Area=35,380 sf 19.80% Impervious Runoff Depth>1.31"
 Flow Length=298' Tc=11.8 min UI Adjusted CN=63 Runoff=1.03 cfs 0.089 af

Subcatchment 3S: Lot 1 Drainage Runoff Area=29,066 sf 18.87% Impervious Runoff Depth>1.45"
 Flow Length=217' Tc=6.4 min CN=65 Runoff=1.14 cfs 0.080 af

Subcatchment 4S: Lot 2 Drainage Runoff Area=27,303 sf 27.16% Impervious Runoff Depth>1.73"
 Flow Length=174' Tc=5.3 min UI Adjusted CN=69 Runoff=1.35 cfs 0.090 af

Subcatchment 5S: Lot 3 Drainage Runoff Area=113,293 sf 8.29% Impervious Runoff Depth>0.52"
 Flow Length=557' Tc=11.5 min UI Adjusted CN=49 Runoff=0.84 cfs 0.112 af

Subcatchment 6S: Lot 4 Drainage Runoff Area=27,053 sf 29.90% Impervious Runoff Depth>1.80"
 Flow Length=259' Tc=15.0 min UI Adjusted CN=70 Runoff=1.05 cfs 0.093 af

Subcatchment 7S: South Travelway to Lot Runoff Area=17,271 sf 24.89% Impervious Runoff Depth>1.80"
 Flow Length=282' Tc=7.5 min CN=70 Runoff=0.84 cfs 0.060 af

Subcatchment 8S: Lot 7 & 8 Drainage Runoff Area=28,652 sf 25.86% Impervious Runoff Depth>1.73"
 Flow Length=229' Tc=6.7 min UI Adjusted CN=69 Runoff=1.37 cfs 0.095 af

Subcatchment 9S: Shared Driveway Runoff Area=4,315 sf 47.11% Impervious Runoff Depth>2.45"
 Flow Length=60' Slope=0.0300 '/ Tc=5.5 min CN=78 Runoff=0.30 cfs 0.020 af

Subcatchment 10S: Cul-de-Sac Center Runoff Area=9,075 sf 68.85% Impervious Runoff Depth>3.18"
 Flow Length=54' Tc=0.7 min CN=86 Runoff=0.92 cfs 0.055 af

Subcatchment 11S: Detention Pond Runoff Area=24,549 sf 33.01% Impervious Runoff Depth>2.03"
 Flow Length=346' Tc=16.5 min CN=73 Runoff=1.04 cfs 0.095 af

Subcatchment 12S: Remaining Parcel Runoff Area=327,696 sf 10.42% Impervious Runoff Depth>1.24"
 Flow Length=918' Tc=19.2 min UI Adjusted CN=62 Runoff=7.54 cfs 0.777 af

Reach 1R: Reach to Lot 2 Culvert Avg. Flow Depth=0.46' Max Vel=0.59 fps Inflow=0.96 cfs 0.088 af
 n=0.150 L=140.0' S=0.0161 '/ Capacity=21.31 cfs Outflow=0.91 cfs 0.088 af

Reach 2R: Reach to Lot 3 Culvert Avg. Flow Depth=0.46' Max Vel=0.93 fps Inflow=1.45 cfs 0.168 af
 n=0.150 L=140.0' S=0.0411 '/ Capacity=34.07 cfs Outflow=1.43 cfs 0.167 af

Reach 3R: Reach to Lot 4 Culvert Avg. Flow Depth=0.74' Max Vel=0.67 fps Inflow=2.09 cfs 0.257 af
 n=0.150 L=140.0' S=0.0125 '/ Capacity=49.45 cfs Outflow=2.06 cfs 0.256 af

Reach 4R: Reach to Lot 7 Culvert Avg. Flow Depth=0.36' Max Vel=0.64 fps Inflow=0.81 cfs 0.060 af
 n=0.150 L=187.0' S=0.0254 '/ Capacity=26.79 cfs Outflow=0.70 cfs 0.059 af

Reach 5R: Det Pond Reach to AP2 Avg. Flow Depth=0.43' Max Vel=0.41 fps Inflow=4.88 cfs 0.756 af
n=0.400 L=310.0' S=0.0476 '/ Capacity=347.70 cfs Outflow=4.31 cfs 0.738 af

Reach 6R: Reach to Det Pond Avg. Flow Depth=0.39' Max Vel=0.63 fps Inflow=1.63 cfs 0.154 af
n=0.150 L=203.0' S=0.0185 '/ Capacity=34.31 cfs Outflow=1.51 cfs 0.152 af

Pond 1P: Lot 1 Driveway Culvert Peak Elev=51.34' Storage=195 cf Inflow=1.03 cfs 0.089 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.96 cfs 0.088 af

Pond 2P: Lot 2 Driveway Culvert Peak Elev=49.01' Storage=144 cf Inflow=1.46 cfs 0.168 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=1.45 cfs 0.168 af

Pond 3P: Lot 3 Driveway Culvert Peak Elev=43.24' Storage=195 cf Inflow=2.11 cfs 0.257 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=2.09 cfs 0.257 af

Pond 4P: Lot 4 Driveway Culvert Peak Elev=41.48' Storage=1,118 cf Inflow=2.89 cfs 0.368 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=2.54 cfs 0.366 af

Pond 5P: Travelway Culvert to CDS Peak Elev=39.59' Storage=539 cf Inflow=3.20 cfs 0.459 af
15.0" Round Culvert n=0.013 L=70.0' S=0.0071 '/ Outflow=3.18 cfs 0.458 af

Pond 6P: Lot 8 Driveway Culvert Peak Elev=46.54' Storage=66 cf Inflow=0.84 cfs 0.060 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.81 cfs 0.060 af

Pond 7P: Lot 7 Driveway Culvert Peak Elev=41.83' Storage=173 cf Inflow=1.69 cfs 0.154 af
12.0" Round Culvert n=0.013 L=40.0' S=0.0063 '/ Outflow=1.63 cfs 0.154 af

Pond 8P: Lot 5/6 Driveway Culvert Peak Elev=38.27' Storage=127 cf Inflow=0.30 cfs 0.020 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.23 cfs 0.020 af

Pond 9P: Cul-de-Sac Storage Peak Elev=38.60' Storage=1,336 cf Inflow=3.35 cfs 0.513 af
15.0" Round Culvert n=0.013 L=65.0' S=0.0077 '/ Outflow=3.23 cfs 0.508 af

Pond 10P: Detention Pond #1 Peak Elev=37.56' Storage=4,433 cf Inflow=5.46 cfs 0.775 af
Primary=4.24 cfs 0.748 af Secondary=0.64 cfs 0.009 af Outflow=4.88 cfs 0.756 af

Link AP1: AP1 Inflow=0.20 cfs 0.012 af
Primary=0.20 cfs 0.012 af

Link AP2: AP2 Inflow=8.01 cfs 1.515 af
Primary=8.01 cfs 1.515 af

Total Runoff Area = 14.884 ac Runoff Volume = 1.580 af Average Runoff Depth = 1.27"
84.57% Pervious = 12.587 ac 15.43% Impervious = 2.297 ac

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: Main Street Roadside Runoff Area=4,675 sf 9.09% Impervious Runoff Depth>2.21"
 Flow Length=36' Slope=0.0550 '/ Tc=2.8 min CN=64 Runoff=0.32 cfs 0.020 af

Subcatchment 2S: Roadside Drainage to Runoff Area=35,380 sf 19.80% Impervious Runoff Depth>2.12"
 Flow Length=298' Tc=11.8 min UI Adjusted CN=63 Runoff=1.75 cfs 0.144 af

Subcatchment 3S: Lot 1 Drainage Runoff Area=29,066 sf 18.87% Impervious Runoff Depth>2.30"
 Flow Length=217' Tc=6.4 min CN=65 Runoff=1.86 cfs 0.128 af

Subcatchment 4S: Lot 2 Drainage Runoff Area=27,303 sf 27.16% Impervious Runoff Depth>2.66"
 Flow Length=174' Tc=5.3 min UI Adjusted CN=69 Runoff=2.09 cfs 0.139 af

Subcatchment 5S: Lot 3 Drainage Runoff Area=113,293 sf 8.29% Impervious Runoff Depth>1.03"
 Flow Length=557' Tc=11.5 min UI Adjusted CN=49 Runoff=2.27 cfs 0.224 af

Subcatchment 6S: Lot 4 Drainage Runoff Area=27,053 sf 29.90% Impervious Runoff Depth>2.74"
 Flow Length=259' Tc=15.0 min UI Adjusted CN=70 Runoff=1.62 cfs 0.142 af

Subcatchment 7S: South Travelway to Lot Runoff Area=17,271 sf 24.89% Impervious Runoff Depth>2.75"
 Flow Length=282' Tc=7.5 min CN=70 Runoff=1.29 cfs 0.091 af

Subcatchment 8S: Lot 7 & 8 Drainage Runoff Area=28,652 sf 25.86% Impervious Runoff Depth>2.66"
 Flow Length=229' Tc=6.7 min UI Adjusted CN=69 Runoff=2.12 cfs 0.146 af

Subcatchment 9S: Shared Driveway Runoff Area=4,315 sf 47.11% Impervious Runoff Depth>3.52"
 Flow Length=60' Slope=0.0300 '/ Tc=5.5 min CN=78 Runoff=0.43 cfs 0.029 af

Subcatchment 10S: Cul-de-Sac Center Runoff Area=9,075 sf 68.85% Impervious Runoff Depth>4.35"
 Flow Length=54' Tc=0.7 min CN=86 Runoff=1.24 cfs 0.075 af

Subcatchment 11S: Detention Pond Runoff Area=24,549 sf 33.01% Impervious Runoff Depth>3.02"
 Flow Length=346' Tc=16.5 min CN=73 Runoff=1.56 cfs 0.142 af

Subcatchment 12S: Remaining Parcel Runoff Area=327,696 sf 10.42% Impervious Runoff Depth>2.03"
 Flow Length=918' Tc=19.2 min UI Adjusted CN=62 Runoff=12.87 cfs 1.273 af

Reach 1R: Reach to Lot 2 Culvert Avg. Flow Depth=0.60' Max Vel=0.67 fps Inflow=1.60 cfs 0.143 af
 n=0.150 L=140.0' S=0.0161 '/ Capacity=21.31 cfs Outflow=1.54 cfs 0.142 af

Reach 2R: Reach to Lot 3 Culvert Avg. Flow Depth=0.59' Max Vel=1.07 fps Inflow=2.38 cfs 0.270 af
 n=0.150 L=140.0' S=0.0411 '/ Capacity=34.07 cfs Outflow=2.36 cfs 0.269 af

Reach 3R: Reach to Lot 4 Culvert Avg. Flow Depth=0.92' Max Vel=0.75 fps Inflow=3.30 cfs 0.407 af
 n=0.150 L=140.0' S=0.0125 '/ Capacity=49.45 cfs Outflow=3.28 cfs 0.405 af

Reach 4R: Reach to Lot 7 Culvert Avg. Flow Depth=0.46' Max Vel=0.73 fps Inflow=1.24 cfs 0.091 af
 n=0.150 L=187.0' S=0.0254 '/ Capacity=26.79 cfs Outflow=1.11 cfs 0.090 af

Reach 5R: Det Pond Reach to AP2 Avg. Flow Depth=0.57' Max Vel=0.49 fps Inflow=7.97 cfs 1.219 af
n=0.400 L=310.0' S=0.0476 '/ Capacity=347.70 cfs Outflow=7.10 cfs 1.196 af

Reach 6R: Reach to Det Pond Avg. Flow Depth=0.50' Max Vel=0.73 fps Inflow=2.47 cfs 0.235 af
n=0.150 L=203.0' S=0.0185 '/ Capacity=34.31 cfs Outflow=2.38 cfs 0.233 af

Pond 1P: Lot 1 Driveway Culvert Peak Elev=51.56' Storage=328 cf Inflow=1.75 cfs 0.144 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=1.60 cfs 0.143 af

Pond 2P: Lot 2 Driveway Culvert Peak Elev=49.39' Storage=259 cf Inflow=2.42 cfs 0.270 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=2.38 cfs 0.270 af

Pond 3P: Lot 3 Driveway Culvert Peak Elev=43.97' Storage=561 cf Inflow=3.56 cfs 0.407 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=3.30 cfs 0.407 af

Pond 4P: Lot 4 Driveway Culvert Peak Elev=42.49' Storage=3,133 cf Inflow=5.22 cfs 0.629 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=3.93 cfs 0.627 af

Pond 5P: Travelway Culvert to CDS Peak Elev=40.14' Storage=1,064 cf Inflow=4.82 cfs 0.768 af
15.0" Round Culvert n=0.013 L=70.0' S=0.0071 '/ Outflow=4.70 cfs 0.767 af

Pond 6P: Lot 8 Driveway Culvert Peak Elev=46.69' Storage=99 cf Inflow=1.29 cfs 0.091 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=1.24 cfs 0.091 af

Pond 7P: Lot 7 Driveway Culvert Peak Elev=42.18' Storage=329 cf Inflow=2.70 cfs 0.236 af
12.0" Round Culvert n=0.013 L=40.0' S=0.0063 '/ Outflow=2.47 cfs 0.235 af

Pond 8P: Lot 5/6 Driveway Culvert Peak Elev=38.33' Storage=161 cf Inflow=0.43 cfs 0.029 af
12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.34 cfs 0.029 af

Pond 9P: Cul-de-Sac Storage Peak Elev=39.13' Storage=2,176 cf Inflow=4.88 cfs 0.842 af
15.0" Round Culvert n=0.013 L=65.0' S=0.0077 '/ Outflow=4.69 cfs 0.836 af

Pond 10P: Detention Pond #1 Peak Elev=37.68' Storage=4,755 cf Inflow=7.99 cfs 1.240 af
Primary=4.41 cfs 1.067 af Secondary=3.56 cfs 0.152 af Outflow=7.97 cfs 1.219 af

Link AP1: AP1 Inflow=0.32 cfs 0.020 af
Primary=0.32 cfs 0.020 af

Link AP2: AP2 Inflow=14.19 cfs 2.469 af
Primary=14.19 cfs 2.469 af

Total Runoff Area = 14.884 ac Runoff Volume = 2.551 af Average Runoff Depth = 2.06"
84.57% Pervious = 12.587 ac 15.43% Impervious = 2.297 ac

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: Main Street Roadside Runoff Area=4,675 sf 9.09% Impervious Runoff Depth>2.99"
 Flow Length=36' Slope=0.0550 '/ Tc=2.8 min CN=64 Runoff=0.44 cfs 0.027 af

Subcatchment 2S: Roadside Drainage to Runoff Area=35,380 sf 19.80% Impervious Runoff Depth>2.88"
 Flow Length=298' Tc=11.8 min UI Adjusted CN=63 Runoff=2.41 cfs 0.195 af

Subcatchment 3S: Lot 1 Drainage Runoff Area=29,066 sf 18.87% Impervious Runoff Depth>3.09"
 Flow Length=217' Tc=6.4 min CN=65 Runoff=2.52 cfs 0.172 af

Subcatchment 4S: Lot 2 Drainage Runoff Area=27,303 sf 27.16% Impervious Runoff Depth>3.50"
 Flow Length=174' Tc=5.3 min UI Adjusted CN=69 Runoff=2.75 cfs 0.183 af

Subcatchment 5S: Lot 3 Drainage Runoff Area=113,293 sf 8.29% Impervious Runoff Depth>1.56"
 Flow Length=557' Tc=11.5 min UI Adjusted CN=49 Runoff=3.76 cfs 0.339 af

Subcatchment 6S: Lot 4 Drainage Runoff Area=27,053 sf 29.90% Impervious Runoff Depth>3.59"
 Flow Length=259' Tc=15.0 min UI Adjusted CN=70 Runoff=2.12 cfs 0.186 af

Subcatchment 7S: South Travelway to Lot Runoff Area=17,271 sf 24.89% Impervious Runoff Depth>3.60"
 Flow Length=282' Tc=7.5 min CN=70 Runoff=1.69 cfs 0.119 af

Subcatchment 8S: Lot 7 & 8 Drainage Runoff Area=28,652 sf 25.86% Impervious Runoff Depth>3.50"
 Flow Length=229' Tc=6.7 min UI Adjusted CN=69 Runoff=2.79 cfs 0.192 af

Subcatchment 9S: Shared Driveway Runoff Area=4,315 sf 47.11% Impervious Runoff Depth>4.46"
 Flow Length=60' Slope=0.0300 '/ Tc=5.5 min CN=78 Runoff=0.54 cfs 0.037 af

Subcatchment 10S: Cul-de-Sac Center Runoff Area=9,075 sf 68.85% Impervious Runoff Depth>5.35"
 Flow Length=54' Tc=0.7 min CN=86 Runoff=1.50 cfs 0.093 af

Subcatchment 11S: Detention Pond Runoff Area=24,549 sf 33.01% Impervious Runoff Depth>3.90"
 Flow Length=346' Tc=16.5 min CN=73 Runoff=2.01 cfs 0.183 af

Subcatchment 12S: Remaining Parcel Runoff Area=327,696 sf 10.42% Impervious Runoff Depth>2.77"
 Flow Length=918' Tc=19.2 min UI Adjusted CN=62 Runoff=17.82 cfs 1.737 af

Reach 1R: Reach to Lot 2 Culvert Avg. Flow Depth=0.70' Max Vel=0.73 fps Inflow=2.13 cfs 0.194 af
 n=0.150 L=140.0' S=0.0161 '/ Capacity=21.31 cfs Outflow=2.08 cfs 0.193 af

Reach 2R: Reach to Lot 3 Culvert Avg. Flow Depth=0.68' Max Vel=1.16 fps Inflow=3.20 cfs 0.364 af
 n=0.150 L=140.0' S=0.0411 '/ Capacity=34.07 cfs Outflow=3.19 cfs 0.363 af

Reach 3R: Reach to Lot 4 Culvert Avg. Flow Depth=1.03' Max Vel=0.80 fps Inflow=4.18 cfs 0.546 af
 n=0.150 L=140.0' S=0.0125 '/ Capacity=49.45 cfs Outflow=4.17 cfs 0.543 af

Reach 4R: Reach to Lot 7 Culvert Avg. Flow Depth=0.53' Max Vel=0.79 fps Inflow=1.62 cfs 0.119 af
 n=0.150 L=187.0' S=0.0254 '/ Capacity=26.79 cfs Outflow=1.46 cfs 0.118 af

CFS SWA DEV

Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Reach 5R: Det Pond Reach to AP2 Avg. Flow Depth=0.66' Max Vel=0.53 fps Inflow=9.78 cfs 1.653 af
 n=0.400 L=310.0' S=0.0476 '/ Capacity=347.70 cfs Outflow=9.16 cfs 1.627 af

Reach 6R: Reach to Det Pond Avg. Flow Depth=0.57' Max Vel=0.79 fps Inflow=3.09 cfs 0.309 af
 n=0.150 L=203.0' S=0.0185 '/ Capacity=34.31 cfs Outflow=3.03 cfs 0.307 af

Pond 1P: Lot 1 Driveway Culvert Peak Elev=51.76' Storage=473 cf Inflow=2.41 cfs 0.195 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=2.13 cfs 0.194 af

Pond 2P: Lot 2 Driveway Culvert Peak Elev=49.90' Storage=452 cf Inflow=3.39 cfs 0.365 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=3.20 cfs 0.364 af

Pond 3P: Lot 3 Driveway Culvert Peak Elev=44.71' Storage=1,140 cf Inflow=4.86 cfs 0.546 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=4.18 cfs 0.546 af

Pond 4P: Lot 4 Driveway Culvert Peak Elev=48.89' Storage=4,545 cf Inflow=7.31 cfs 0.882 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=8.52 cfs 0.879 af

Pond 5P: Travelway Culvert to CDS Peak Elev=41.13' Storage=2,313 cf Inflow=9.77 cfs 1.065 af
 15.0" Round Culvert n=0.013 L=70.0' S=0.0071 '/ Outflow=6.61 cfs 1.063 af

Pond 6P: Lot 8 Driveway Culvert Peak Elev=46.82' Storage=132 cf Inflow=1.69 cfs 0.119 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=1.62 cfs 0.119 af

Pond 7P: Lot 7 Driveway Culvert Peak Elev=42.57' Storage=591 cf Inflow=3.60 cfs 0.310 af
 12.0" Round Culvert n=0.013 L=40.0' S=0.0063 '/ Outflow=3.09 cfs 0.309 af

Pond 8P: Lot 5/6 Driveway Culvert Peak Elev=38.38' Storage=189 cf Inflow=0.54 cfs 0.037 af
 12.0" Round Culvert n=0.013 L=36.0' S=0.0069 '/ Outflow=0.44 cfs 0.036 af

Pond 9P: Cul-de-Sac Storage Peak Elev=39.80' Storage=3,396 cf Inflow=6.77 cfs 1.156 af
 15.0" Round Culvert n=0.013 L=65.0' S=0.0077 '/ Outflow=6.03 cfs 1.149 af

Pond 10P: Detention Pond #1 Peak Elev=37.73' Storage=4,899 cf Inflow=9.79 cfs 1.675 af
 Primary=4.46 cfs 1.313 af Secondary=5.32 cfs 0.340 af Outflow=9.78 cfs 1.653 af

Link AP1: AP1 Inflow=0.44 cfs 0.027 af
 Primary=0.44 cfs 0.027 af

Link AP2: AP2 Inflow=20.04 cfs 3.364 af
 Primary=20.04 cfs 3.364 af

Total Runoff Area = 14.884 ac Runoff Volume = 3.462 af Average Runoff Depth = 2.79"
84.57% Pervious = 12.587 ac 15.43% Impervious = 2.297 ac

Summary for Subcatchment 1S: Main Street Roadside Drainage

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

Runoff = 0.44 cfs @ 12.05 hrs, Volume= 0.027 af, Depth> 2.99"

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
425	98	Paved parking, HSG B
4,250	61	>75% Grass cover, Good, HSG B
4,675	64	Weighted Average
4,250		90.91% Pervious Area
425		9.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	36	0.0550	0.21		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"

Summary for Subcatchment 2S: Roadside Drainage to Lot 1

Runoff = 2.41 cfs @ 12.17 hrs, Volume= 0.195 af, Depth> 2.88"

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	Adj	Description
7,332	39		>75% Grass cover, Good, HSG A
1,925	98		Unconnected roofs, HSG B
4,290	98		Paved parking, HSG B
19,128	61		>75% Grass cover, Good, HSG B
790	98		Paved parking, HSG C
1,915	74		>75% Grass cover, Good, HSG C
35,380	64	63	Weighted Average, UI Adjusted
28,375			80.20% Pervious Area
7,005			19.80% Impervious Area
1,925			27.48% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0	50	0.0080	0.10		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
3.0	198	0.0252	1.11		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
0.8	50	0.0200	0.99		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
11.8	298	Total			

Summary for Subcatchment 3S: Lot 1 Drainage

Runoff = 2.52 cfs @ 12.10 hrs, Volume= 0.172 af, Depth> 3.09"

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
3,484	39	>75% Grass cover, Good, HSG A
5,485	98	Paved parking, HSG B
20,097	61	>75% Grass cover, Good, HSG B
29,066	65	Weighted Average
23,581		81.13% Pervious Area
5,485		18.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.2	50	0.0400	0.20		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
0.9	91	0.0549	1.64		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
1.3	76	0.0197	0.98		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
6.4	217	Total			

Summary for Subcatchment 4S: Lot 2 Drainage

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

Runoff = 2.75 cfs @ 12.08 hrs, Volume= 0.183 af, Depth> 3.50"

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	Adj	Description
218	98		Unconnected roofs, HSG A
1,707	98		Unconnected roofs, HSG B
5,491	98		Paved parking, HSG B
7,113	60		Woods, Fair, HSG B
12,774	61		>75% Grass cover, Good, HSG B
27,303	71	69	Weighted Average, UI Adjusted
19,887			72.84% Pervious Area
7,416			27.16% Impervious Area
1,925			25.96% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	58	0.0618	0.24		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
1.3	116	0.0431	1.45		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
5.3	174	Total			

Summary for Subcatchment 5S: Lot 3 Drainage

Runoff = 3.76 cfs @ 12.19 hrs, Volume= 0.339 af, Depth> 1.56"

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	Adj	Description
1,100	98		Unconnected roofs, HSG A
1,300	98		Paved parking, HSG A
19,247	36		Woods, Fair, HSG A
50,591	39		>75% Grass cover, Good, HSG A
981	98		Unconnected roofs, HSG C
708	74		>75% Grass cover, Good, HSG C
1,925	98		Unconnected roofs, HSG B
4,089	98		Paved parking, HSG B
5,225	60		Woods, Fair, HSG B
28,127	61		>75% Grass cover, Good, HSG B
113,293	50	49	Weighted Average, UI Adjusted
103,898			91.71% Pervious Area
9,395			8.29% Impervious Area
4,006			42.64% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	50	0.0300	0.18		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
6.8	507	0.0315	1.24		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
11.5	557	Total			

Summary for Subcatchment 6S: Lot 4 Drainage

Runoff = 2.12 cfs @ 12.21 hrs, Volume= 0.186 af, Depth> 3.59"

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	Adj	Description
31	39		>75% Grass cover, Good, HSG A
41	36		Woods, Fair, HSG A
1,925	98		Unconnected roofs, HSG B
6,163	98		Paved parking, HSG B
5,318	60		Woods, Fair, HSG B
13,575	61		>75% Grass cover, Good, HSG B
27,053	72	70	Weighted Average, UI Adjusted
18,965			70.10% Pervious Area
8,088			29.90% Impervious Area
1,925			23.80% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.1	50	0.0200	0.07		Sheet Flow, SF 1 Woods: Light underbrush n= 0.400 P2= 3.30"
2.9	209	0.0287	1.19		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
15.0	259	Total			

Summary for Subcatchment 7S: South Travelway to Lot 8

Runoff = 1.69 cfs @ 12.11 hrs, Volume= 0.119 af, Depth> 3.60"

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
2,444	60	Woods, Fair, HSG B
4,298	98	Paved parking, HSG B
10,529	61	>75% Grass cover, Good, HSG B
17,271	70	Weighted Average
12,973		75.11% Pervious Area
4,298		24.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	20	0.0150	0.11		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
4.5	262	0.0191	0.97		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
7.5	282	Total			

Summary for Subcatchment 8S: Lot 7 & 8 Drainage

Runoff = 2.79 cfs @ 12.10 hrs, Volume= 0.192 af, Depth> 3.50"

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"

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Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Area (sf)	CN	Adj	Description
1,925	98		Unconnected roofs, HSG B
5,484	98		Paved parking, HSG B
3,302	60		Woods, Fair, HSG B
17,941	61		>75% Grass cover, Good, HSG B
28,652	70	69	Weighted Average, UI Adjusted
21,243			74.14% Pervious Area
7,409			25.86% Impervious Area
1,925			25.98% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.2	50	0.0400	0.20		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
1.7	113	0.0265	1.14		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
0.8	66	0.0378	1.36		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
6.7	229	Total			

Summary for Subcatchment 9S: Shared Driveway Culverted Crossing

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

Runoff = 0.54 cfs @ 12.08 hrs, Volume= 0.037 af, Depth> 4.46"

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
2,033	98	Paved parking, HSG B
2,282	61	>75% Grass cover, Good, HSG B
4,315	78	Weighted Average
2,282		52.89% Pervious Area
2,033		47.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.5	60	0.0300	0.18		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"

Summary for Subcatchment 10S: Cul-de-Sac Center

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

Runoff = 1.50 cfs @ 12.01 hrs, Volume= 0.093 af, Depth> 5.35"

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
6,248	98	Paved parking, HSG B
2,827	61	>75% Grass cover, Good, HSG B
9,075	86	Weighted Average
2,827		31.15% Pervious Area
6,248		68.85% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.6	40	0.0200	1.16		Sheet Flow, SF 1 Smooth surfaces n= 0.011 P2= 3.30"
0.1	14	0.2500	3.50		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
0.7	54	Total			

Summary for Subcatchment 11S: Detention Pond Drainage

Runoff = 2.01 cfs @ 12.23 hrs, Volume= 0.183 af, Depth> 3.90"

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
6,178	98	Paved parking, HSG B
548	60	Woods, Fair, HSG B
15,898	61	>75% Grass cover, Good, HSG B
1,925	98	Roofs, HSG B
24,549	73	Weighted Average
16,446		66.99% Pervious Area
8,103		33.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.1	50	0.0200	0.07		Sheet Flow, SF 1 Woods: Light underbrush n= 0.400 P2= 3.30"
2.0	135	0.0247	1.10		Shallow Concentrated Flow, SCF 1 Short Grass Pasture Kv= 7.0 fps
2.4	161	0.0258	1.12		Shallow Concentrated Flow, SCF 2 Short Grass Pasture Kv= 7.0 fps
16.5	346	Total			

Summary for Subcatchment 12S: Remaining Parcel Area

Runoff = 17.82 cfs @ 12.28 hrs, Volume= 1.737 af, Depth> 2.77"

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	Adj	Description
1,253	98		Unconnected roofs, HSG A
4,827	98		Paved parking, HSG A
17,377	39		>75% Grass cover, Good, HSG A
5,295	73		Woods, Fair, HSG C
7,971	98		Paved parking, HSG B
20,087	98		Unconnected roofs, HSG B
178,292	60		Woods, Fair, HSG B
92,594	61		>75% Grass cover, Good, HSG B
327,696	63	62	Weighted Average, UI Adjusted
293,558			89.58% Pervious Area
34,138			10.42% Impervious Area
21,340			62.51% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.7	50	0.0300	0.18		Sheet Flow, SF 1 Grass: Short n= 0.150 P2= 3.30"
14.3	838	0.0381	0.98		Shallow Concentrated Flow, SCF 1 Woodland Kv= 5.0 fps
0.2	30	0.2670	2.58		Shallow Concentrated Flow, SCF 2 Woodland Kv= 5.0 fps
19.2	918	Total			

Summary for Reach 1R: Reach to Lot 2 Culvert

[79] Warning: Submerged Pond 1P Primary device # 1 INLET by 0.45'

Inflow Area = 0.812 ac, 19.80% Impervious, Inflow Depth > 2.87" for 50 YEAR STORM event
 Inflow = 2.13 cfs @ 12.24 hrs, Volume= 0.194 af
 Outflow = 2.08 cfs @ 12.34 hrs, Volume= 0.193 af, Atten= 2%, Lag= 5.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.73 fps, Min. Travel Time= 3.2 min
 Avg. Velocity = 0.33 fps, Avg. Travel Time= 7.1 min

Peak Storage= 399 cf @ 12.29 hrs
 Average Depth at Peak Storage= 0.70'
 Bank-Full Depth= 2.00' Flow Area= 16.0 sf, Capacity= 21.31 cfs

2.00' x 2.00' deep channel, n= 0.150 Sheet flow over Short Grass
 Side Slope Z-value= 3.0 '/' Top Width= 14.00'
 Length= 140.0' Slope= 0.0161 '/'
 Inlet Invert= 50.50', Outlet Invert= 48.25'



Summary for Reach 2R: Reach to Lot 3 Culvert

[79] Warning: Submerged Pond 2P Primary device # 1 INLET by 0.43'

Inflow Area = 1.479 ac, 19.38% Impervious, Inflow Depth > 2.96" for 50 YEAR STORM event
Inflow = 3.20 cfs @ 12.33 hrs, Volume= 0.364 af
Outflow = 3.19 cfs @ 12.38 hrs, Volume= 0.363 af, Atten= 0%, Lag= 3.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.16 fps, Min. Travel Time= 2.0 min
Avg. Velocity = 0.54 fps, Avg. Travel Time= 4.3 min

Peak Storage= 387 cf @ 12.34 hrs
Average Depth at Peak Storage= 0.68'
Bank-Full Depth= 2.00' Flow Area= 16.0 sf, Capacity= 34.07 cfs

2.00' x 2.00' deep channel, n= 0.150 Sheet flow over Short Grass
Side Slope Z-value= 3.0 '/' Top Width= 14.00'
Length= 140.0' Slope= 0.0411 '/'
Inlet Invert= 48.00', Outlet Invert= 42.25'



Summary for Reach 3R: Reach to Lot 4 Culvert

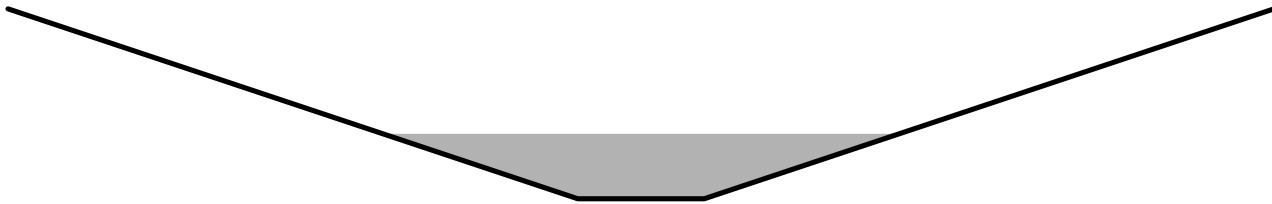
[79] Warning: Submerged Pond 3P Primary device # 1 INLET by 0.78'

Inflow Area = 2.106 ac, 21.70% Impervious, Inflow Depth > 3.11" for 50 YEAR STORM event
Inflow = 4.18 cfs @ 12.37 hrs, Volume= 0.546 af
Outflow = 4.17 cfs @ 12.46 hrs, Volume= 0.543 af, Atten= 0%, Lag= 5.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.80 fps, Min. Travel Time= 2.9 min
Avg. Velocity = 0.39 fps, Avg. Travel Time= 6.0 min

Peak Storage= 729 cf @ 12.41 hrs
Average Depth at Peak Storage= 1.03'
Bank-Full Depth= 3.00' Flow Area= 33.0 sf, Capacity= 49.45 cfs

2.00' x 3.00' deep channel, n= 0.150 Sheet flow over Short Grass
Side Slope Z-value= 3.0 '/' Top Width= 20.00'
Length= 140.0' Slope= 0.0125 '/'
Inlet Invert= 42.00', Outlet Invert= 40.25'



Summary for Reach 4R: Reach to Lot 7 Culvert

[79] Warning: Submerged Pond 6P Primary device # 1 INLET by 0.27'

Inflow Area = 0.396 ac, 24.89% Impervious, Inflow Depth > 3.60" for 50 YEAR STORM event
 Inflow = 1.62 cfs @ 12.14 hrs, Volume= 0.119 af
 Outflow = 1.46 cfs @ 12.25 hrs, Volume= 0.118 af, Atten= 10%, Lag= 6.8 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.79 fps, Min. Travel Time= 4.0 min
 Avg. Velocity = 0.31 fps, Avg. Travel Time= 10.1 min

Peak Storage= 352 cf @ 12.19 hrs
 Average Depth at Peak Storage= 0.53'
 Bank-Full Depth= 2.00' Flow Area= 16.0 sf, Capacity= 26.79 cfs

2.00' x 2.00' deep channel, n= 0.150 Sheet flow over Short Grass
 Side Slope Z-value= 3.0 '/' Top Width= 14.00'
 Length= 187.0' Slope= 0.0254 '/'
 Inlet Invert= 45.75', Outlet Invert= 41.00'



Summary for Reach 5R: Det Pond Reach to AP2

[79] Warning: Submerged Pond 10P Primary device # 1 INLET by 0.41'

Inflow Area = 7.253 ac, 20.72% Impervious, Inflow Depth > 2.74" for 50 YEAR STORM event
 Inflow = 9.78 cfs @ 12.37 hrs, Volume= 1.653 af
 Outflow = 9.16 cfs @ 12.73 hrs, Volume= 1.627 af, Atten= 6%, Lag= 21.5 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.53 fps, Min. Travel Time= 9.8 min
 Avg. Velocity = 0.28 fps, Avg. Travel Time= 18.7 min

Peak Storage= 5,395 cf @ 12.57 hrs
 Average Depth at Peak Storage= 0.66'
 Bank-Full Depth= 4.00' Flow Area= 240.0 sf, Capacity= 347.70 cfs

20.00' x 4.00' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 10.0 '/' Top Width= 100.00'
Length= 310.0' Slope= 0.0476 '/'
Inlet Invert= 34.75', Outlet Invert= 20.00'



Summary for Reach 6R: Reach to Det Pond

[79] Warning: Submerged Pond 7P Primary device # 1 INLET by 0.32'

Inflow Area = 1.054 ac, 25.49% Impervious, Inflow Depth > 3.52" for 50 YEAR STORM event
Inflow = 3.09 cfs @ 12.23 hrs, Volume= 0.309 af
Outflow = 3.03 cfs @ 12.36 hrs, Volume= 0.307 af, Atten= 2%, Lag= 8.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.79 fps, Min. Travel Time= 4.3 min
Avg. Velocity = 0.31 fps, Avg. Travel Time= 11.0 min

Peak Storage= 784 cf @ 12.29 hrs
Average Depth at Peak Storage= 0.57'
Bank-Full Depth= 2.00' Flow Area= 22.0 sf, Capacity= 34.31 cfs

5.00' x 2.00' deep channel, n= 0.150 Sheet flow over Short Grass
Side Slope Z-value= 3.0 '/' Top Width= 17.00'
Length= 203.0' Slope= 0.0185 '/'
Inlet Invert= 40.75', Outlet Invert= 37.00'



Summary for Pond 1P: Lot 1 Driveway Culvert

Inflow Area = 0.812 ac, 19.80% Impervious, Inflow Depth > 2.88" for 50 YEAR STORM event
Inflow = 2.41 cfs @ 12.17 hrs, Volume= 0.195 af
Outflow = 2.13 cfs @ 12.24 hrs, Volume= 0.194 af, Atten= 12%, Lag= 4.2 min
Primary = 2.13 cfs @ 12.24 hrs, Volume= 0.194 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 51.76' @ 12.24 hrs Surf.Area= 813 sf Storage= 473 cf

Plug-Flow detention time= 4.3 min calculated for 0.194 af (100% of inflow)
Center-of-Mass det. time= 3.1 min (812.5 - 809.4)

Volume	Invert	Avail.Storage	Storage Description
#1	50.75'	1,900 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
50.75	150	0	0
51.00	290	55	55
52.00	980	635	690
53.00	1,440	1,210	1,900

Device	Routing	Invert	Outlet Devices
#1	Primary	50.75'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 50.75' / 50.50' S= 0.0069 1' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=2.12 cfs @ 12.24 hrs HW=51.75' (Free Discharge)
 ↳ **1=CMP_Round 12"** (Inlet Controls 2.12 cfs @ 2.70 fps)

Summary for Pond 2P: Lot 2 Driveway Culvert

[62] Hint: Exceeded Reach 1R OUTLET depth by 0.97' @ 12.35 hrs

Inflow Area = 1.479 ac, 19.38% Impervious, Inflow Depth > 2.96" for 50 YEAR STORM event
 Inflow = 3.39 cfs @ 12.12 hrs, Volume= 0.365 af
 Outflow = 3.20 cfs @ 12.33 hrs, Volume= 0.364 af, Atten= 6%, Lag= 12.6 min
 Primary = 3.20 cfs @ 12.33 hrs, Volume= 0.364 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 49.90' @ 12.33 hrs Surf.Area= 415 sf Storage= 452 cf

Plug-Flow detention time= 2.2 min calculated for 0.363 af (100% of inflow)
 Center-of-Mass det. time= 1.7 min (812.5 - 810.8)

Volume	Invert	Avail.Storage	Storage Description
#1	48.25'	3,198 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
48.25	100	0	0
49.00	275	141	141
50.00	430	353	493
51.00	1,440	935	1,428
52.00	2,100	1,770	3,198

Device	Routing	Invert	Outlet Devices
#1	Primary	48.25'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 48.25' / 48.00' S= 0.0069 1' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=3.19 cfs @ 12.33 hrs HW=49.89' (Free Discharge)

↑1=CMP_Round 12" (Inlet Controls 3.19 cfs @ 4.07 fps)

Summary for Pond 3P: Lot 3 Driveway Culvert

[62] Hint: Exceeded Reach 2R OUTLET depth by 1.77' @ 12.40 hrs

Inflow Area = 2.106 ac, 21.70% Impervious, Inflow Depth > 3.11" for 50 YEAR STORM event
 Inflow = 4.86 cfs @ 12.12 hrs, Volume= 0.546 af
 Outflow = 4.18 cfs @ 12.37 hrs, Volume= 0.546 af, Atten= 14%, Lag= 15.3 min
 Primary = 4.18 cfs @ 12.37 hrs, Volume= 0.546 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 44.71' @ 12.37 hrs Surf.Area= 933 sf Storage= 1,140 cf

Plug-Flow detention time= 2.5 min calculated for 0.546 af (100% of inflow)
 Center-of-Mass det. time= 2.2 min (811.1 - 808.9)

Volume	Invert	Avail.Storage	Storage Description
#1	42.25'	2,795 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
42.25	50	0	0
43.00	270	120	120
44.00	652	461	581
45.00	1,050	851	1,432
46.00	1,675	1,363	2,795

Device	Routing	Invert	Outlet Devices
#1	Primary	42.25'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 42.25' / 42.00' S= 0.0069 ' S= 0.0069 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=4.17 cfs @ 12.37 hrs HW=44.70' (Free Discharge)

↑1=CMP_Round 12" (Inlet Controls 4.17 cfs @ 5.31 fps)

Summary for Pond 4P: Lot 4 Driveway Culvert

[93] Warning: Storage range exceeded by 5.89'
 [88] Warning: Qout>Qin may require smaller dt or Finer Routing
 [63] Warning: Exceeded Reach 3R INLET depth by 5.86' @ 12.45 hrs

Inflow Area = 4.707 ac, 14.29% Impervious, Inflow Depth > 2.25" for 50 YEAR STORM event
 Inflow = 7.31 cfs @ 12.22 hrs, Volume= 0.882 af
 Outflow = 8.52 cfs @ 12.45 hrs, Volume= 0.879 af, Atten= 0%, Lag= 13.6 min
 Primary = 8.52 cfs @ 12.45 hrs, Volume= 0.879 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

CFS SWA DEV

Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Peak Elev= 48.89' @ 12.45 hrs Surf.Area= 3,000 sf Storage= 4,545 cf

Plug-Flow detention time= 9.9 min calculated for 0.879 af (100% of inflow)

Center-of-Mass det. time= 8.6 min (832.8 - 824.1)

Volume	Invert	Avail.Storage	Storage Description
#1	40.25'	4,545 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
40.25	280	0	0
41.00	1,063	504	504
42.00	2,010	1,537	2,040
43.00	3,000	2,505	4,545

Device	Routing	Invert	Outlet Devices
#1	Primary	40.25'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 40.25' / 40.00' S= 0.0069 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=8.50 cfs @ 12.45 hrs HW=48.86' (Free Discharge)

↑1=CMP_Round 12" (Inlet Controls 8.50 cfs @ 10.82 fps)

Summary for Pond 5P: Travelway Culvert to CDS

[93] Warning: Storage range exceeded by 0.13'

[79] Warning: Submerged Pond 4P Primary device # 1 INLET by 0.88'

Inflow Area = 5.328 ac, 16.11% Impervious, Inflow Depth > 2.40" for 50 YEAR STORM event
 Inflow = 9.77 cfs @ 12.45 hrs, Volume= 1.065 af
 Outflow = 6.61 cfs @ 12.60 hrs, Volume= 1.063 af, Atten= 32%, Lag= 8.9 min
 Primary = 6.61 cfs @ 12.60 hrs, Volume= 1.063 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 41.13' @ 12.60 hrs Surf.Area= 1,790 sf Storage= 2,313 cf

Plug-Flow detention time= 3.8 min calculated for 1.059 af (100% of inflow)

Center-of-Mass det. time= 3.2 min (830.2 - 827.0)

Volume	Invert	Avail.Storage	Storage Description
#1	38.50'	2,313 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
38.50	130	0	0
39.00	500	158	158
40.00	1,010	755	913
41.00	1,790	1,400	2,313

Device	Routing	Invert	Outlet Devices
#1	Primary	38.50'	15.0" Round CMP_Round 15" L= 70.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.50' / 38.00' S= 0.0071 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=6.59 cfs @ 12.60 hrs HW=41.12' (Free Discharge)

↑1=CMP_Round 15" (Inlet Controls 6.59 cfs @ 5.37 fps)

Summary for Pond 6P: Lot 8 Driveway Culvert

Inflow Area = 0.396 ac, 24.89% Impervious, Inflow Depth > 3.60" for 50 YEAR STORM event
 Inflow = 1.69 cfs @ 12.11 hrs, Volume= 0.119 af
 Outflow = 1.62 cfs @ 12.14 hrs, Volume= 0.119 af, Atten= 4%, Lag= 1.7 min
 Primary = 1.62 cfs @ 12.14 hrs, Volume= 0.119 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 46.82' @ 12.14 hrs Surf.Area= 271 sf Storage= 132 cf

Plug-Flow detention time= 1.8 min calculated for 0.118 af (100% of inflow)
 Center-of-Mass det. time= 1.4 min (795.3 - 794.0)

Volume	Invert	Avail.Storage	Storage Description
#1	46.00'	1,905 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
46.00	50	0	0
47.00	320	185	185
48.00	800	560	745
49.00	1,520	1,160	1,905

Device	Routing	Invert	Outlet Devices
#1	Primary	46.00'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 46.00' / 45.75' S= 0.0069 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=1.59 cfs @ 12.14 hrs HW=46.81' (Free Discharge)

↑1=CMP_Round 12" (Barrel Controls 1.59 cfs @ 3.18 fps)

Summary for Pond 7P: Lot 7 Driveway Culvert

[62] Hint: Exceeded Reach 4R OUTLET depth by 1.07' @ 12.25 hrs

Inflow Area = 1.054 ac, 25.49% Impervious, Inflow Depth > 3.52" for 50 YEAR STORM event
 Inflow = 3.60 cfs @ 12.12 hrs, Volume= 0.310 af
 Outflow = 3.09 cfs @ 12.23 hrs, Volume= 0.309 af, Atten= 14%, Lag= 6.5 min
 Primary = 3.09 cfs @ 12.23 hrs, Volume= 0.309 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 42.57' @ 12.23 hrs Surf.Area= 794 sf Storage= 591 cf

Plug-Flow detention time= 2.2 min calculated for 0.308 af (100% of inflow)
Center-of-Mass det. time= 1.8 min (800.2 - 798.4)

Volume	Invert	Avail.Storage	Storage Description
#1	41.00'	2,715 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
41.00	50	0	0
42.00	430	240	240
43.00	1,065	748	988
44.00	2,390	1,728	2,715

Device	Routing	Invert	Outlet Devices
#1	Primary	41.00'	12.0" Round CMP_Round 12" L= 40.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 41.00' / 40.75' S= 0.0063 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=3.08 cfs @ 12.23 hrs HW=42.57' (Free Discharge)
↑1=CMP_Round 12" (Inlet Controls 3.08 cfs @ 3.93 fps)

Summary for Pond 8P: Lot 5/6 Driveway Culvert

Inflow Area = 0.099 ac, 47.11% Impervious, Inflow Depth > 4.46" for 50 YEAR STORM event
Inflow = 0.54 cfs @ 12.08 hrs, Volume= 0.037 af
Outflow = 0.44 cfs @ 12.15 hrs, Volume= 0.036 af, Atten= 19%, Lag= 3.8 min
Primary = 0.44 cfs @ 12.15 hrs, Volume= 0.036 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 38.38' @ 12.15 hrs Surf.Area= 597 sf Storage= 189 cf

Plug-Flow detention time= 17.2 min calculated for 0.036 af (98% of inflow)
Center-of-Mass det. time= 11.7 min (789.4 - 777.7)

Volume	Invert	Avail.Storage	Storage Description
#1	38.00'	1,870 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
38.00	400	0	0
39.00	920	660	660
40.00	1,500	1,210	1,870

Device	Routing	Invert	Outlet Devices
#1	Primary	38.00'	12.0" Round CMP_Round 12" L= 36.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.00' / 37.75' S= 0.0069 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=0.44 cfs @ 12.15 hrs HW=38.38' (Free Discharge)

↑1=CMP_Round 12" (Barrel Controls 0.44 cfs @ 2.39 fps)

Summary for Pond 9P: Cul-de-Sac Storage

[79] Warning: Submerged Pond 5P Primary device # 1 INLET by 1.29'

Inflow Area = 5.537 ac, 18.09% Impervious, Inflow Depth > 2.51" for 50 YEAR STORM event
 Inflow = 6.77 cfs @ 12.60 hrs, Volume= 1.156 af
 Outflow = 6.03 cfs @ 12.77 hrs, Volume= 1.149 af, Atten= 11%, Lag= 10.6 min
 Primary = 6.03 cfs @ 12.77 hrs, Volume= 1.149 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 39.80' @ 12.77 hrs Surf.Area= 1,996 sf Storage= 3,396 cf

Plug-Flow detention time= 9.3 min calculated for 1.145 af (99% of inflow)
 Center-of-Mass det. time= 7.1 min (831.4 - 824.3)

Volume	Invert	Avail.Storage	Storage Description
#1	37.50'	6,163 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
37.50	875	0	0
38.00	1,225	525	525
39.00	1,630	1,428	1,953
40.00	2,090	1,860	3,813
41.00	2,610	2,350	6,163

Device	Routing	Invert	Outlet Devices
#1	Primary	37.50'	15.0" Round CMP_Round 15" L= 65.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 37.50' / 37.00' S= 0.0077 ' S= 0.0077 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=6.03 cfs @ 12.77 hrs HW=39.79' (Free Discharge)

↑1=CMP_Round 15" (Inlet Controls 6.03 cfs @ 4.91 fps)

Summary for Pond 10P: Detention Pond #1

[62] Hint: Exceeded Reach 6R OUTLET depth by 0.41' @ 13.05 hrs

[79] Warning: Submerged Pond 9P Primary device # 1 INLET by 0.23'

Inflow Area = 7.253 ac, 20.72% Impervious, Inflow Depth > 2.77" for 50 YEAR STORM event
 Inflow = 9.79 cfs @ 12.35 hrs, Volume= 1.675 af
 Outflow = 9.78 cfs @ 12.37 hrs, Volume= 1.653 af, Atten= 0%, Lag= 1.2 min
 Primary = 4.46 cfs @ 12.37 hrs, Volume= 1.313 af
 Secondary = 5.32 cfs @ 12.37 hrs, Volume= 0.340 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

CFS SWA DEV

Type III 24-hr 50 YEAR STORM Rainfall=7.30"

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Peak Elev= 37.73' @ 12.37 hrs Surf.Area= 2,723 sf Storage= 4,899 cf

Plug-Flow detention time= 16.4 min calculated for 1.653 af (99% of inflow)

Center-of-Mass det. time= 11.4 min (833.9 - 822.5)

Volume	Invert	Avail.Storage	Storage Description
#1	35.00'	5,655 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
35.00	920	0	0
36.00	1,480	1,200	1,200
37.00	2,270	1,875	3,075
38.00	2,890	2,580	5,655

Device	Routing	Invert	Outlet Devices
#1	Primary	35.00'	12.0" Round CMP_Round 12" L= 35.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 35.00' / 34.75' S= 0.0071 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf
#2	Device 1	35.50'	6.0" Vert. Orifice/Grate X 2.00 C= 0.600
#3	Device 1	36.50'	6.0" Vert. Orifice/Grate X 2.00 C= 0.600
#4	Secondary	37.50'	20.0' long x 4.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68 2.72 2.73 2.76 2.79 2.88 3.07 3.32

Primary OutFlow Max=4.46 cfs @ 12.37 hrs HW=37.73' (Free Discharge)

↑1=CMP_Round 12" (Inlet Controls 4.46 cfs @ 5.68 fps)

↑2=Orifice/Grate (Passes < 2.66 cfs potential flow)

↑3=Orifice/Grate (Passes < 1.87 cfs potential flow)

Secondary OutFlow Max=5.30 cfs @ 12.37 hrs HW=37.73' (Free Discharge)

↑4=Broad-Crested Rectangular Weir (Weir Controls 5.30 cfs @ 1.15 fps)

Summary for Link AP1: AP1

Inflow Area = 0.107 ac, 9.09% Impervious, Inflow Depth > 2.99" for 50 YEAR STORM event
 Inflow = 0.44 cfs @ 12.05 hrs, Volume= 0.027 af
 Primary = 0.44 cfs @ 12.05 hrs, Volume= 0.027 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: AP2

Inflow Area = 14.776 ac, 15.48% Impervious, Inflow Depth > 2.73" for 50 YEAR STORM event
 Inflow = 20.04 cfs @ 12.31 hrs, Volume= 3.364 af
 Primary = 20.04 cfs @ 12.31 hrs, Volume= 3.364 af, Atten= 0%, Lag= 0.0 min

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

Clover Farm Subdivision - Existing Condition Peak Flows

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	0.75	2.31	3.83	5.22
AP2	2.76	11.35	20.61	29.31

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

Clover Farm Subdivision - Developed Condition Peak Flows

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	0.07	0.20	0.32	0.44
AP2	2.25	8.01	14.19	20.04

Clover Farm Subdivision - Change in Peak Flows

Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	-0.68	-2.11	-3.51	-4.78
AP2	-0.51	-3.34	-6.42	-9.27

From: [Mike Sudak](#)
To: [Smith, Anna](#)
Subject: RE: Portland Office - Eliot - McNally Building Maintenance, LLC. - Stormwater PBR
Date: Tuesday, September 27, 2022 4:00:00 PM

Good Afternoon Anna,

Thank you for the comments. I'll respond to them in order:

- Regarding the impervious and developed areas presented in the Plan Set and Application, these values do not include previously-developed impervious areas, though said areas are present in the HydroCAD analysis. The existing condition of the site does include a gravel drive accessing the rear of the parcel, as well as a few structures (most notably the Clover Farm Barn and its asphalt driveway that fronts on Main Street). Both the existing gravel drive and the existing structures are intended to be removed and revegetated to the surrounded grassed upland, which is how the developed condition model was prepared.
- The contributing drainage area for the siltation fence at the western edge of the property is indeed larger than one quarter acre per 100 feet of barrier. In this instance I believe the BMP manual would require a double layer of E&SC controls, similar to the winter construction guidelines? If this is the case then I'd be happy to revise my relevant callouts and details.

Please let me know if you have any questions/concerns.

Thanks and take care.

-Mike

Michael J. Sudak, E.I.
Civil Engineer
Attar Engineering, Inc.
1284 State Road
Eliot, Maine 03903
Ph: (207) 439-6023
Fax: (207) 439-2128
Cell: (978) 317-3398

From: Smith, Anna <Anna.Smith@maine.gov>
Sent: Tuesday, September 27, 2022 3:27 PM
To: Mike Sudak <mike@attarengineering.com>
Subject: RE: Portland Office - Eliot - McNally Building Maintenance, LLC. - Stormwater PBR

Good afternoon,

Thank you for submitting the Stormwater PBR application. I just have two questions before proceeding with the review. Do the impervious and developed areas include any previous development? Additionally, will there be any other sediment barriers other than the silt fence on the southwestern edge of the site? In accordance with the Department's *Erosion and Sediment Control*

Best Management Practices (BMPs) Manual for Designers and Engineers, barriers should be designed for a contributing drainage area that is less than ¼ acre per 100 feet of barrier or with a drainage distance of 100 feet or less.

Thank you,
Anna Smith

Anna Smith

Environmental Specialist II - Land Bureau
[Maine Department of Environmental Protection](#)
312 Canco Road, Portland, ME 04103

From: Mike Sudak <mike@attarengineering.com>
Sent: Tuesday, September 13, 2022 2:53 PM
To: DEP, PBR Notification <DEP.PBRNotification@maine.gov>
Cc: Ken Wood <Ken@attarengineering.com>
Subject: Portland Office - Eliot - McNally Building Maintenance, LLC. - Stormwater PBR

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

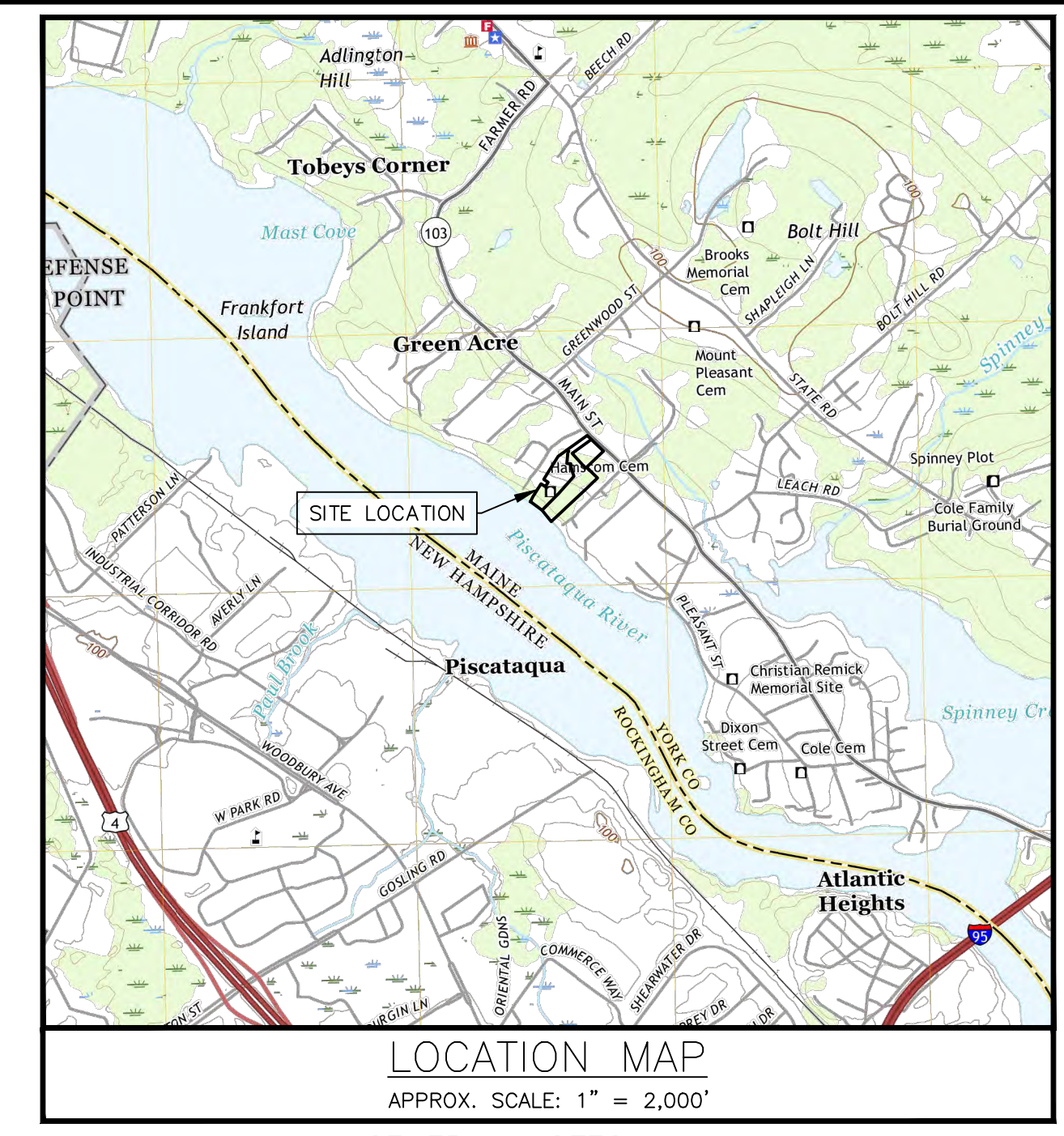
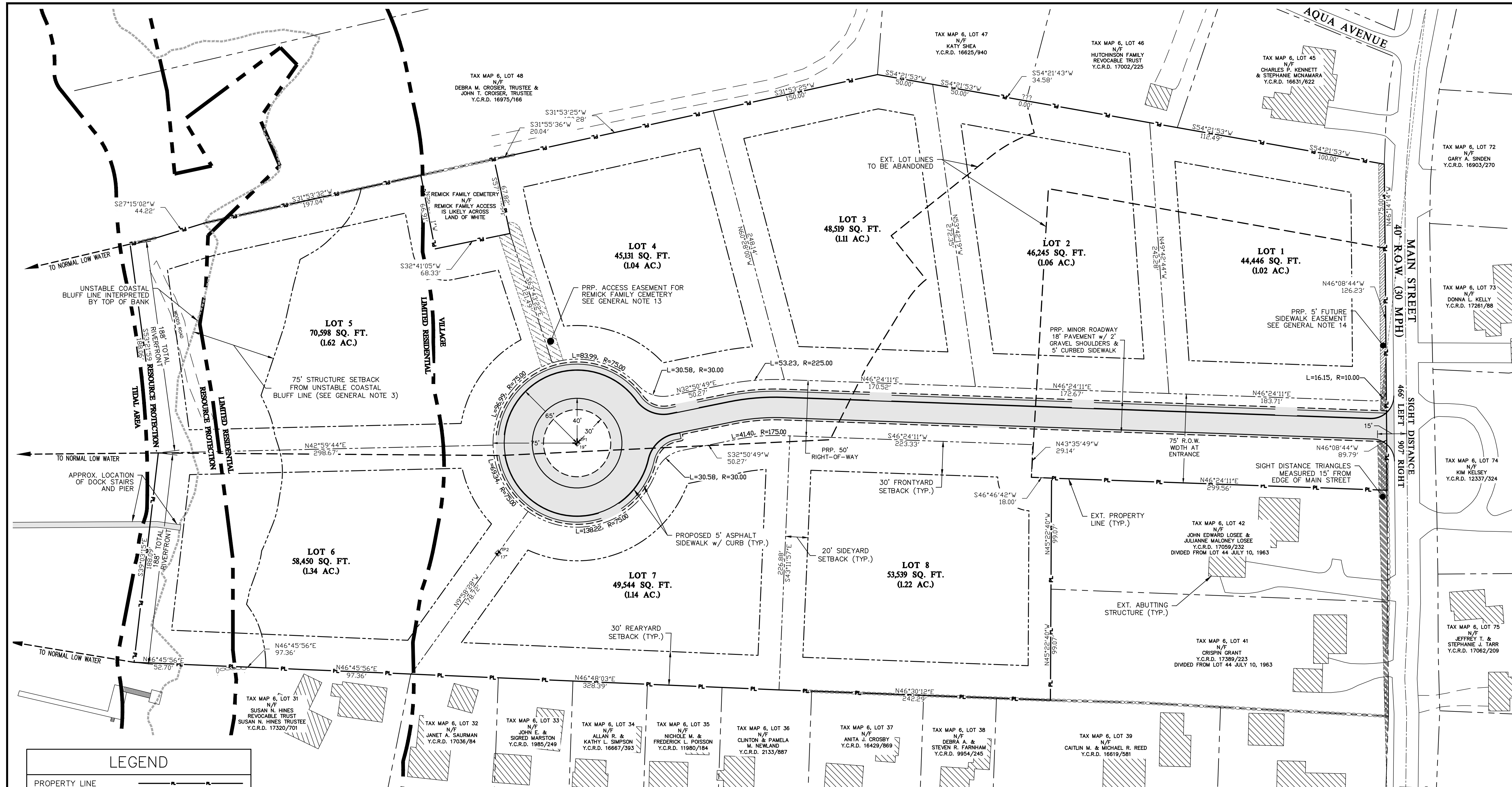
Attached please find a Stormwater PBR application, Plan Set, attachments, and Payment Portal receipt for the proposed development at 771/787 Main Street in Eliot.

Please let me know if you have any questions/concerns.

Thanks and take care.

-Mike

Michael J. Sudak, E.I.
Civil Engineer
Attar Engineering, Inc.
1284 State Road
Eliot, Maine 03903
Ph: (207) 439-6023
Fax: (207) 439-2128
Cell: (978) 317-3398



- GENERAL NOTES**
- THIS PLAN DEPICTS THE DEVELOPMENT OF THE SUBJECT PARCELS INTO AN 8-LOT CONVENTIONAL RESIDENTIAL SUBDIVISION SERVICED BY A MINOR ROADWAY ENDING IN A CUL-DE-SAC. THE PROPOSED ROADWAY HAS BEEN DESIGNED IN ACCORDANCE WITH THE TOWN OF ELIOT §37-70(a): 'DESIGN STANDARDS FOR STREETS'.
 - THE SUBJECT PARCELS, LOCATED OFF OF MAIN STREET, ARE IDENTIFIED AS LOTS 43, 44, AND 154 ON LOT 6, CONSISTING OF 1.68 ACRES, 5.14 ACRES, AND 4.13 ACRES, RESPECTIVELY. EXISTING SIDELINES BETWEEN THESE SUBJECT PARCELS SHALL BE ABANDONED, CREATING AN OVERALL PARCEL AREA OF 10.95 ACRES. THE PROPOSED DEVELOPMENT IS LOCATED IN THE VILLAGE (V) BASE ZONE, AS WELL AS THE LIMITED RESIDENTIAL (LR) AND RESOURCE PROTECTION (RP) OVERLAY ZONING DISTRICTS.
 - DIMENSIONAL REQUIREMENTS FOR THE 'V' ZONING DISTRICT AS PER §45-405:

MINIMUM LOT SIZE:	43,560 SQ. FT. (1 ACRE)
MINIMUM SETBACKS:	30' FRONTYARD 20' SIDEYARD 30' REARYARD
MAXIMUM BUILDING HEIGHT:	20'
MAXIMUM LOT COVERAGE:	20%
MINIMUM SETBACK FROM NORMAL HIGH WATER MARK:	75'
MINIMUM STREET FRONTAGE:	100'
MAXIMUM AREA OF SIGNAGE:	50 SQ. FT.**
MINIMUM SIDEWALK WIDTH:	5'

- AS PER §45-405(j): A SIGN SHALL NOT BE LOCATED NEARER THAN EIGHT (8) FEET FROM THE RIGHT-OF-WAY BOUNDARY OR NEARER THAN EIGHT (8) FEET FROM THE EDGE OF THE TRAVELED WAY.
- LAND USE STANDARDS FOR THE 'LR' SHORELAND DISTRICT AS PER §44-35:

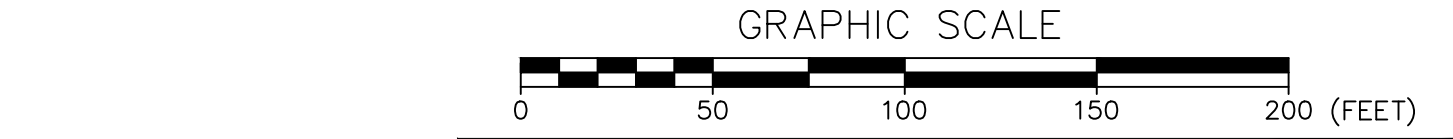
PRINCIPAL AND ACCESSORY STRUCTURE SETBACKS:	75' FROM NORMAL HIGH-WATER LINE OF WATER BODY***
MAXIMUM LOT COVERAGE:	20% OF THE LOT PORTION THEREIN
MINIMUM SHORE FRONTAGE:	EQUAL TO OR GREATER THAN THE MINIMUM REQUIRED STREET FRONTAGE OF THE NEAREST ADJACENT NON-SHORELAND DISTRICT (VILLAGE = 100') => 188' FOR BOTH LOTS 5 & 6

- RESIDENTIAL DENSITY CALCULATION:

TOTAL PARCEL AREA (ALL SUBJECT PARCELS)	= 477,177 SQ. FT. (10.95 AC)
LESS PROPOSED RIGHT-OF-WAY	= 59,644 SQ. FT. (1.37 AC)
RESIDENTIAL ACREAGE REMAINING	= 417,533 SQ. FT. (9.58 AC)
[417,533 / 43,560] = 9.58	=> 9 LOTS ALLOWED (8 PROPOSED)
- ALL EXISTING BOUNDARY INFORMATION AND ON-SITE CONDITIONS ARE AS PER PLAN REFERENCES 1, 2, AND 3. EXISTING CONTOURS ARE DEPICTED FROM STATE LIDAR IMAGERY. EXISTING CONDITIONS OF ABUTTING PROPERTIES ARE APPROXIMATE.
- TOTAL PROPOSED IMPERVIOUS CREATED = 33,192 SQ. FT.
- LIMITED RESIDENTIAL LOT COVERAGE CALCULATIONS:

OVERALL SHORELAND PARCEL AREA	= 105,097 SQ. FT. (2.41 AC)
PROPOSED NON-VEGETATED AREAS WITHIN SHORELAND ZONE:	
ASPHALT PAVEMENT (DRIVEWAYS)	= 5,949 SQ. FT. (0.136 AC)
BUILDING FOOTPRINTS (LOTS 5 & 6)	= 9,412 SQ. FT. (0.216 AC)
[5,949 + 9,412] / 105,097 = 14.6%	< 20% => OKAY

- THE CONTRACTOR MUST CONTACT DIG SAFE AND ALL LOCAL UTILITIES PRIOR TO THE START OF CONSTRUCTION TO VERIFY THE LOCATION OF EXISTING SUBSURFACE UTILITIES AND CONDITIONS. LOCATING AND PROTECTING ANY UNDERGROUND OR ABOVE-GROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



TAX MAP 6, LOT 43, 44, & 154

PRELIMINARY SITE PLAN
CLOVER FARM SUBDIVISION
MAIN STREET, ELIOT, MAINE

FOR: MARK MCNALLY BUILDING MAINTENANCE, LLC.
1381 ELWYN ROAD
PORTSMOUTH, NH 03801

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

SCALE: 1" = 50'
DATE: 04/12/22
JOB NO: C174-21 FILE: MAIN ST REV BASE.DWG SHEET: 1

APPROVED BY: [Signature]
DRAWN BY: MJS
REVISION DATE: E : 10/04/22

LEGEND

PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
PRP. LOT LINE	---
CENTERLINE OF ROAD	---
EXT. GRAVEL	---
EXT. PAVEMENT	---
PRP. GRAVEL	---
PRP. PAVEMENT	---
EXT. BUILDING	▨
EXT. STONEWALL	---
TOWN ZONING BOUNDARY	---
COASTAL BLUFF BANK	---
EXT. HIGH TIDE OFFSET	---

TOWN OF ELIOT
PLANNING BOARD

DATE: _____

STATE OF MAINE - YORK COUNTY
ss. REGISTRY OF DEEDS
RECEIVED _____, 20____
AT _____, M., AND RECORDED IN
PLAN BOOK _____, PAGE _____
ATTEST _____ REGISTER

- WAIVERS GRANTED (07/26/22 PLANNING BOARD):**
- §37-69(g): MINIMUM SEPARATION DISTANCE BETWEEN ENTRANCES ONTO AN EXISTING COLLECTOR STREET (MAIN STREET) SHALL BE NO LESS THAN 400 FEET. DISTANCE FROM NORTHERLY AQUA AVENUE: 341 FEET. DISTANCE FROM SOUTHERLY PARK STREET: 371 FEET.
 - §41-66 & §41-255(g): MINIMUM STREET FRONTAGE REDUCTION FOR LOTS FRONTING ON CULS-DE-SAC (DEFAULT MINIMUM OF 100' IN THE VILLAGE ZONE). LOT 5 STREET FRONTAGE: 97 FEET. LOT 6 STREET FRONTAGE: 69 FEET.
 - §41-66 & 41-256(c): PLANNING BOARD RIGHT TO WAIVE RESERVATION OF LAND REQUIREMENT WHERE DEEMED INAPPROPRIATE. THIS SUBDIVISION SHALL BE SUBJECT TO A CASH PAYMENT DEPOSIT IN LIEU OF LAND RESERVATION.

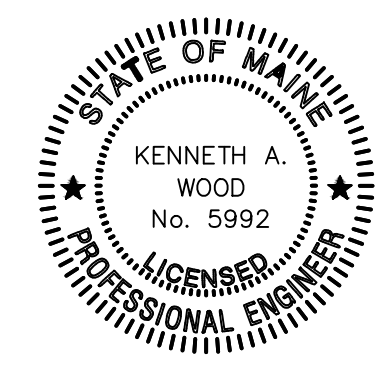
- PLAN REFERENCES:**
- "PLAN OF LAND OF C.P.N. REALTY, LLC, 787 MAIN STR., ELIOT, YORK COUNTY, ME" PREPARED FOR GPN REALTY, LLC. PREPARED BY CHRISTOPHER MENDE, PLS #1302 OF CIVIL CONSULTANTS. PLAN DATED 12/12/2018 AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 399, PAGE 10.
 - "PLAN OF LAND OF JESSE REALTY, LLC, 787 MAIN STR., ELIOT, YORK COUNTY, ME" PREPARED FOR JESSE REALTY, LLC. PREPARED BY CHRISTOPHER MENDE, PLS #1302 OF CIVIL CONSULTANTS. PLAN DATED 12/12/2018 AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 399, PAGE 11.
 - "PLAN OF LAND IN ELIOT, ME, SHOWING EXISTING CONDITIONS AT 771 MAIN STREET" PREPARED FOR ARCS PROPERTY MAINTENANCE, 125 SARATOGA WAY #1, PORTSMOUTH, NH. PREPARED BY JEFFREY HOFMANN, PLS #2309 OF MILLENNIUM ENGINEERING, INC. PLAN DATED 09/15/2020.
 - "BOUNDARY PLAN PREPARED FOR JAMES D. & ORLEY MAE WHITE, SITE LOCATION: 139 MAIN STREET ELIOT, MAINE" PREPARED BY THOMAS J. McCULLOM, PLS #2059 OF CIVIL CONSULTANTS. PLAN DATED 06/21/2005 AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 302, PAGE 6.

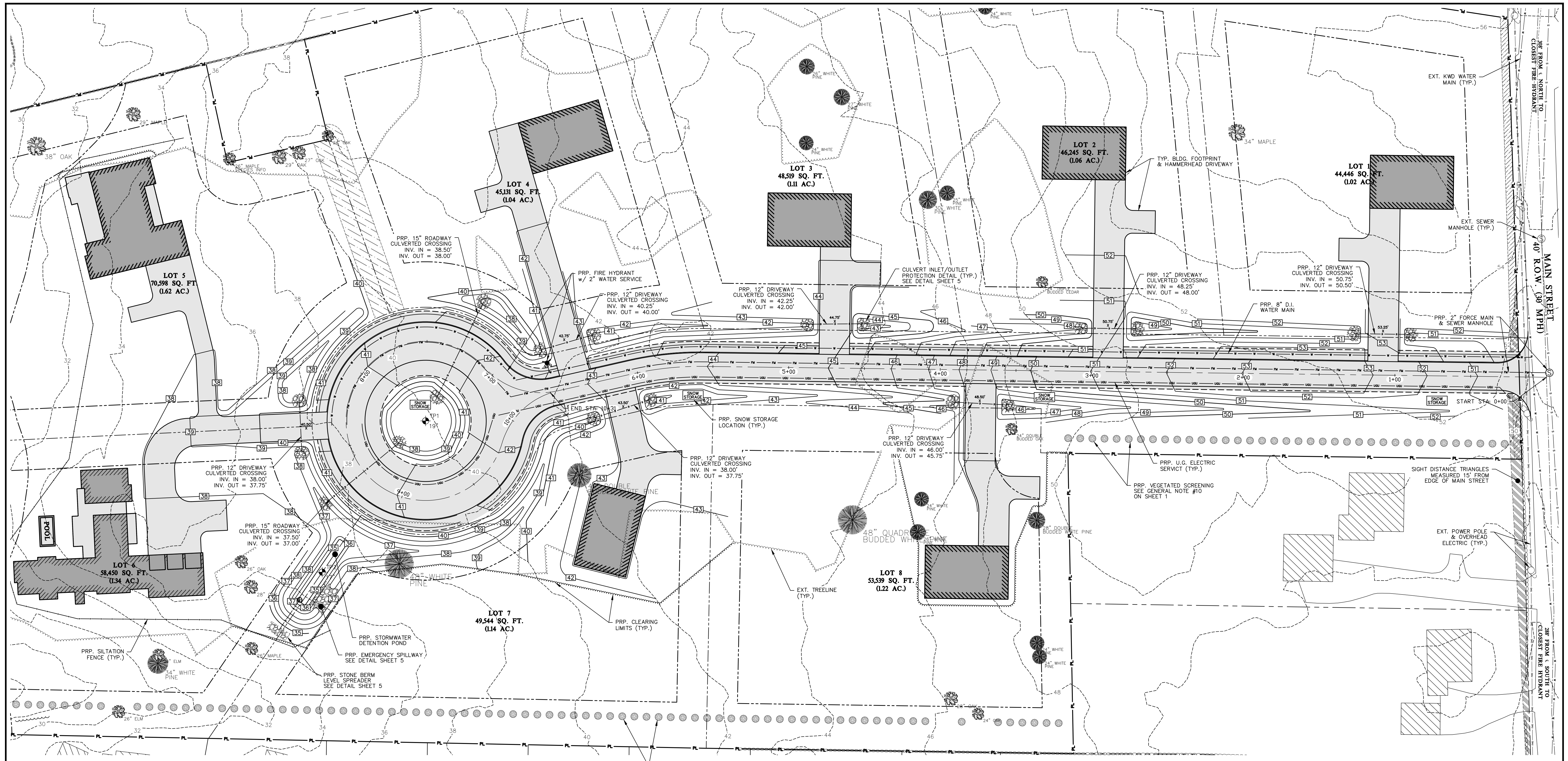
- INDEX OF SHEETS:**
- PRELIMINARY SITE PLAN
 - EXISTING CONDITIONS PLAN
 - GRADING & UTILITIES PLAN
 - ROADWAY PLAN & PROFILE
 - SITE DETAILS
 - SITE DETAILS
 - STORMWATER: EXISTING CONDITIONS
 - STORMWATER: DEVELOPED CONDITIONS
- OWNERS OF RECORD:**
- TAX MAP 6, LOT 43:
MARK McNALLY
1381 ELWYN ROAD
PORTSMOUTH, NH 03801
Y.C.R.D. DEED BOOK 18327, PAGE 751
- TAX MAP 6, LOT 44:
JESSE REALTY, LLC.
2552 LONGBOAT DRIVE
NAPLES, FL 34104
Y.C.R.D. DEED BOOK 17849, PAGE 563
- TAX MAP 6, LOT 154:
L.J.E. PROPERTY DEVELOPMENT, LLC.
2 PUNKIN TOWN ROAD, SUITE 340
SOUTH BERWICK, ME 03908
Y.C.R.D. DEED BOOK 18390, PAGE 922

- ADDITIONAL WAIVERS REQUESTED:**
- §41-150(11): HIGH INTENSITY SOIL SURVEY
- PRELIMINARY MAJOR SUBDIVISION APPLICATION ITEMS:**
- PRP. SUBDIVISION PLAN REVIEWED BY DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS
 - PRP. SUBDIVISION PLAN REVIEWED BY THE YORK COUNTY SOIL AND WATER CONSERVATION DISTRICT

- GENERAL NOTES (CONT.)**
- PROPOSED VEGETATED SCREENING ALONG SOUTHERN PROPERTY LINE SHALL BE INSTALLED AS PER §33-175. PROPOSED PLANTINGS ARE DEPICTED ON THE PLAN SET. PROPOSED PLANTINGS ARE TO BE ARBORVITAE, 6'-HIGH AND SPACED AT 8' O.C. SELECTED ARBORVITAE SHALL BE OF A DEER-RESISTANT SUBSPECIES (THUJA - AMERICAN PILLAR OR APPROVED EQUAL). SPECIFIC PLANTING LOCATIONS SHALL BE DETERMINED IN A POST-CONSTRUCTION BUFFER SURVEY.
 - THE PROPOSED DEVELOPMENT SHALL BE SERVICED BY MUNICIPAL WATER AND MUNICIPAL SEWER. ALL UTILITY MATERIALS, SIZES, AND CONSTRUCTION PRACTICES SHALL BE IN ACCORDANCE WITH THE KITTERY SEWER DISTRICT (KSD) AND KITTERY WATER DISTRICT (KWD).
 - THE PROPOSED DWELLING DEPICTED ON LOT 6 IS SUBJECT TO THE FOLLOWING PERMITS: BUILDING PERMIT #21-155, GRANTED 09/08/21. GROWTH PERMIT #21-012, GRANTED 08/09/21.
 - ACCESS TO THE REMICK FAMILY CEMETERY HAS BEEN DETERMINED TO BE ASSOCIATED WITH THE SUBJECT PARCEL TM/L 6/154 AS PER PLAN REFERENCE #4. AS SUCH, A PROPOSED 20' EASEMENT SHALL EXTEND FROM THE PROPOSED CUL-DE-SAC RIGHT-OF-WAY AND RUN ALONG THE SIDELINE OF LOTS 4 & 5 TO MAINTAIN ACCESS TO THE CEMETERY. SHOULD THE PROPOSED TRAVELWAY BE MAINTAINED AS A PRIVATE ROAD, THIS ACCESS EASEMENT SHALL EXTEND ALONG THE PROPOSED TRAVELWAY OUT TO THE INTERSECTION WITH MAIN STREET.
 - AS PER §41-221(a)(4), THE TOWN OF ELIOT COMPREHENSIVE PLAN REQUIRES THAT SIDEWALKS BE INSTALLED IN ALL GROWTH AREAS. PURSUANT TO THE COMPREHENSIVE PLAN OUTLINING FUTURE SIDEWALK IMPROVEMENTS IN TO TOWN RIGHTS-OF-WAY IN GROWTH AREAS (INCLUDING MAIN STREET), A 5' EASEMENT HAS BEEN DEDICATED ALONG THE STREET FRONTAGE OF THIS DEVELOPMENT TO ALLOW FOR IMPROVED PEDESTRIAN EGRESS.
 - THE PROPOSED DEVELOPMENT IS SUBJECT TO A MAINE DEPARTMENT OF TRANSPORTATION (MDOT) DRIVEWAY/ENTRANCE PERMIT, #27599, APPROVED ON 02/19/2019. ENTRANCE LOCATION SHALL BE UPDATED TO REFLECT THE APPROVED WAIVER OF §37-69(g) GRANTED ON 07/26/2022.
 - THE PROPOSED DEVELOPMENT SHALL BE SUBJECT TO THE FOLLOWING STATE/FEDERAL PERMITS: MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION: STORMWATER PERMIT-BY-RULE (PBR) FOR IMPERVIOUS SURFACES CREATED < 1 ACRE.
 - NO TOPSOIL SHALL BE REMOVED FROM THE SITE EXCEPT FOR SURPLUS TOPSOIL FOR ROADS AND BUILDING EXCAVATIONS, AS OUTLINED IN §41-214(c)(9).

NO.	DESCRIPTION	DATE
E	PRELIMINARY REVIEW REVISIONS	10/04/22
D	PRELIMINARY PLAN SUBMISSION	08/23/22
C	TOWN PLANNER MEMO REVISIONS	07/19/22
B	TOWN PLANNER MEMO REVISIONS	06/16/22
A	SKETCH SITE WALK REVISIONS	06/14/22
NO.	DESCRIPTION	DATE

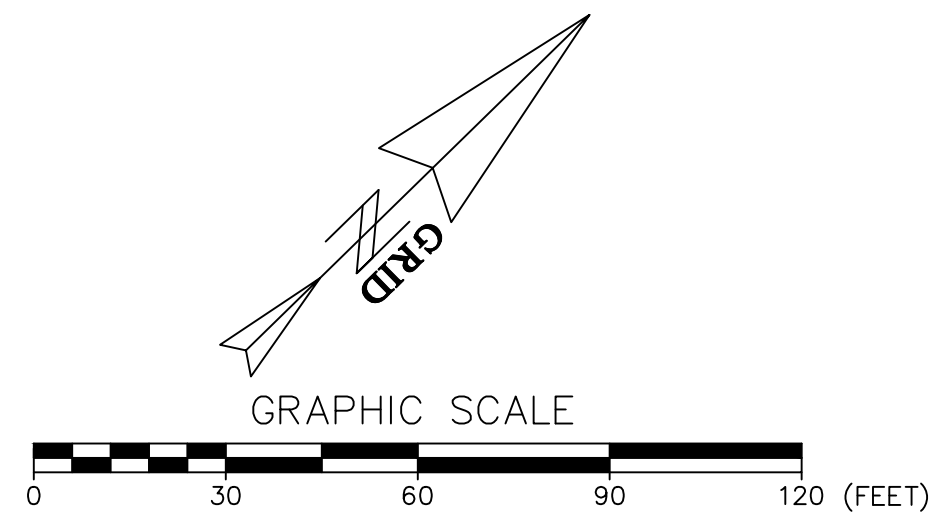




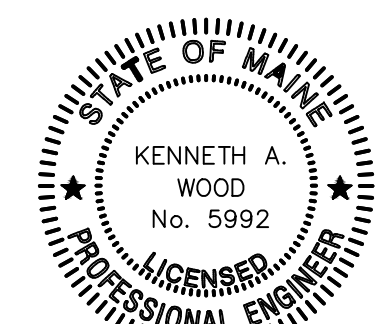
LEGEND	
PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
PRP. LOT LINE	---
CENTERLINE OF ROAD	---
EXT. GRAVEL	---
EXT. PAVEMENT	---
PRP. GRAVEL	---
PRP. PAVEMENT	---
EXT. BUILDING	[Hatched Box]
PRP. BUILDING	[Hatched Box]
EXT. WATER LINE	W
EXT. WATER HYDRANT	✱
PRP. WATER LINE	W
PRP. WATER HYDRANT	✱
PRP. STORM LINE	D
PRP. RIP RAP	[Stippled Area]
EXT. SEWER LINE	S
EXT. SEWER MANHOLE	⊙
PRP. FORCE MAIN	FM
PRP. SEWER MANHOLE	⊙
EXT. OVERHEAD ELEC	OHU
EXT. POWER POLE	⊕
PRP. U.G. ELECTRIC	UGU
EXT. STONEWALL	⊘
EXT. MAJOR CONTOUR	XXX
EXT. MINOR CONTOUR	XXX
PRP. MAJOR CONTOUR	XXX
PRP. MINOR CONTOUR	XXX
PRP. SPOT GRADE	102.0' X
EXT. TREELINE	~
PRP. CLEARING LIMITS	~
EXT. TREE >24" DBH	[Tree Symbols]
PRP. VEG. SCREENING	[Vegetation Symbols]

GRADING & UTILITY NOTES

- SEWER FORCE MAINS SHALL BE SDR 35 PVC. ALL OTHER APPURTENANCES SHALL MEET KITTERY SEWER DISTRICT STANDARDS. SEE DETAIL FOR TYPICAL INDIVIDUAL SERVICE SIZES.
- ALL PIPES, VALVES, FITTINGS, AND CONNECTIONS SHALL MEET CURRENT KITTERY WATER DISTRICT STANDARDS.
- ALL WATER SERVICES TO BE EQUIPPED WITH CURB STOPS.
- ALL STORM DRAINS SHALL BE ADS N-12 (HDPE) OR APPROVED EQUAL (UNLESS NOTED OTHERWISE). PROPER TRENCHING AND BACKFILLING ARE VITAL TO THE LONG TERM PERFORMANCE AND DURABILITY OF HDPE CULVERT INSTALLATIONS. SEE HDPE CULVERT TRENCH DETAIL.
- A MINIMUM OF 5.0' OF COVER SHALL BE MAINTAINED OVER ALL WATER LINES.
- CENTRAL MAINE POWER COMPANY WILL PREPARE THE ELECTRICAL PLAN FOR CONSTRUCTION. ALL ELECTRICAL, TELEPHONE, AND CABLE SERVICES WILL BE UNDERGROUND.
- NEW WATER AND SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH RESPECTIVE DISTRICT REQUIREMENTS.
- SNOW STORAGE LOCATIONS ARE DEPICTED ON THE PLANS. ROADSIDE SNOW STORAGE IS LOCATED IN THE SOUTHERLY VEGETATED SWALE, AS WELL AS IN THE DETENTION AREA IN THE CENTER OF THE CUL-DE-SAC. IN AN INSTANCE WHERE THE DEVELOPED LOT REACHES ITS CAPACITY FOR SNOW STORAGE, ALL EXCESS SNOW SHALL BE CARRIED OFF-SITE.
- ALL PROPOSED LOTS SHALL BE SERVICED BY A LOW-PRESSURE GRINDER SEWAGE PUMP UNIT (E-ONE, BARNES ECO-TRAN, OR APPROVED EQUAL).



NO.	DESCRIPTION	DATE
A	PRELIMINARY REVIEW REVISIONS	10/04/22

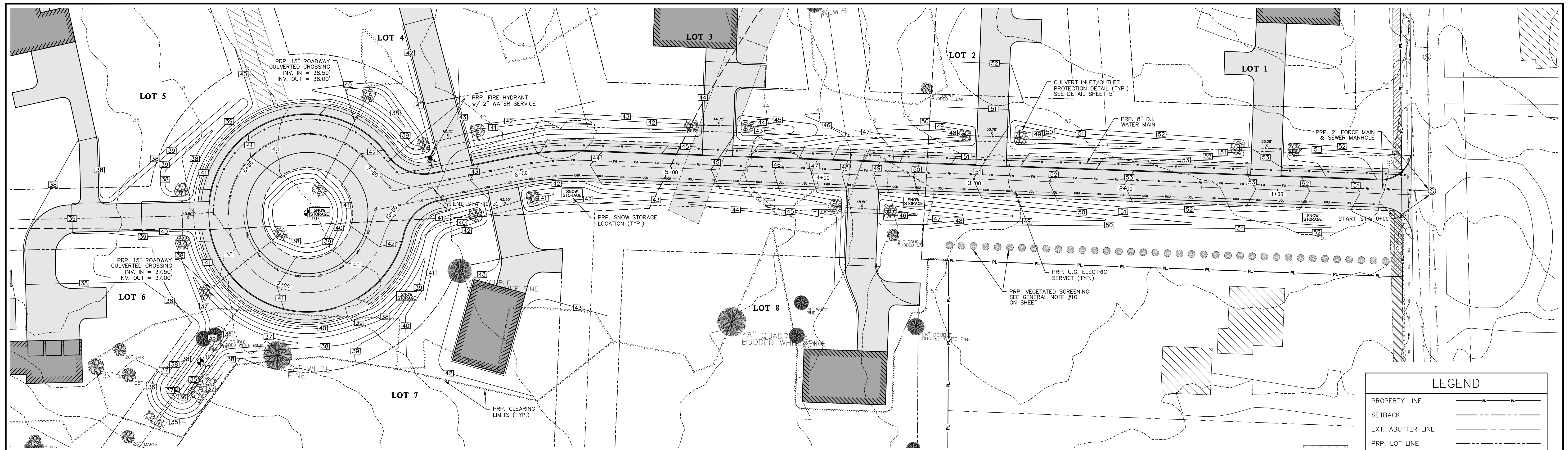


GRADING & UTILITIES PLAN
CLOVER FARM SUBDIVISION
MAIN STREET, ELIOT, MAINE

FOR: MARK MCNALLY BUILDING MAINTENANCE, LLC.
1381 ELWYN ROAD
PORTSMOUTH, NH 03801

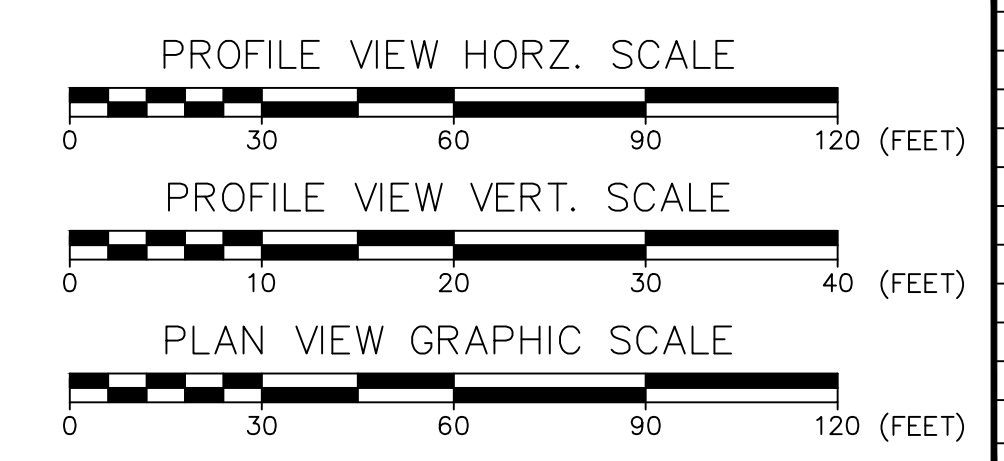
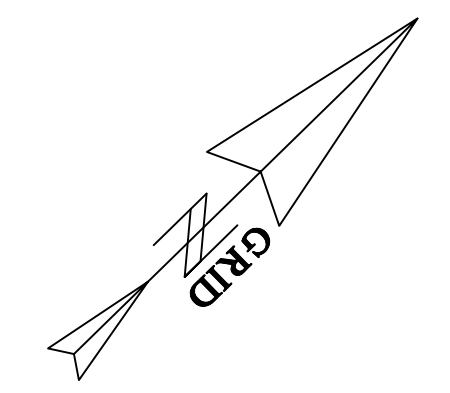
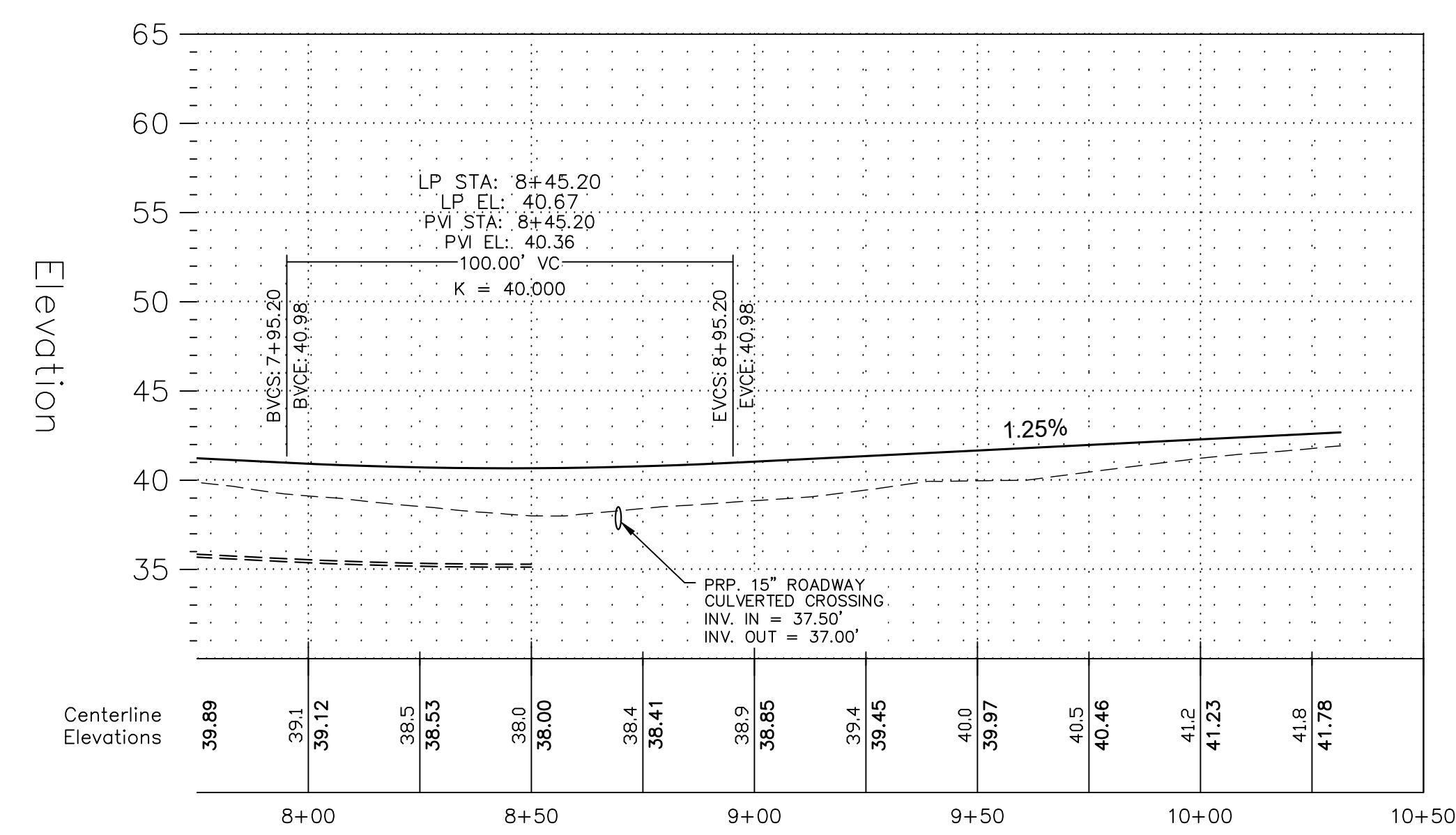
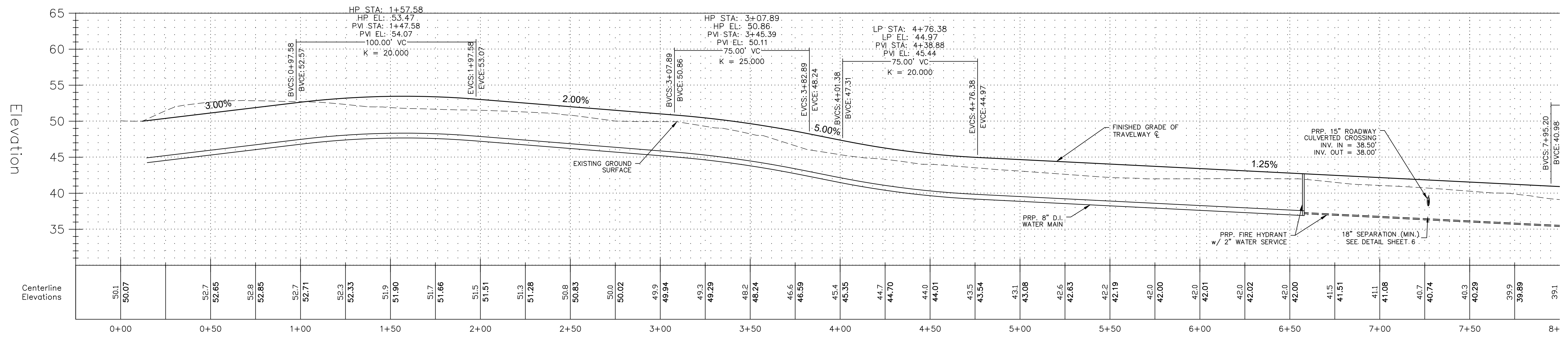
ATTAR ENGINEERING, INC.
CIVIL ♦ STRUCTURAL ♦ MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 30'	APPROVED BY: MJS	DRAWN BY: MJS
DATE: 08/23/22	REVISION DATE: A : 10/04/22	
JOB NO: C174-21	FILE: MAIN ST REV BASE.DWG	SHEET: 3

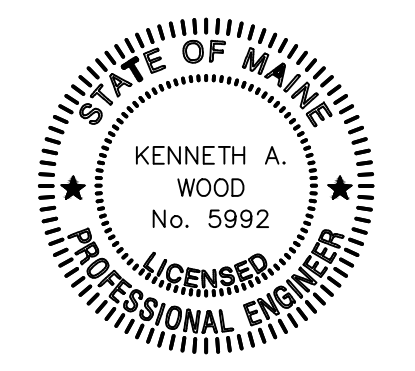


LEGEND

PROPERTY LINE	---
SETBACK	---
EXT. ABUTTER LINE	---
PRP. LOT LINE	---
CENTERLINE OF ROAD	---
EXT. GRAVEL	---
EXT. PAVEMENT	---
PRP. GRAVEL	---
PRP. PAVEMENT	---
EXT. BUILDING	[Hatched Box]
PRP. BUILDING	[Hatched Box]
EXT. WATER LINE	W
EXT. WATER HYDRANT	⊗
PRP. WATER LINE	W
PRP. WATER HYDRANT	⊗
PRP. STORM LINE	D
PRP. RIP RAP	[Stippled Area]
EXT. SEWER LINE	S
EXT. SEWER MANHOLE	⊙
PRP. FORCE MAIN	FM
PRP. SEWER MANHOLE	⊙
EXT. OVERHEAD ELEC	OHU
EXT. POWER POLE	⊕
PRP. U.G. ELECTRIC	UGU
EXT. STONEWALL	-----
EXT. MAJOR CONTOUR	XXX
EXT. MINOR CONTOUR	XXX
PRP. MAJOR CONTOUR	XXX
PRP. MINOR CONTOUR	XXX
PRP. SPOT GRADE	102.0'
EXT. TREELINE	[Wavy Line]
PRP. CLEARING LIMITS	[Wavy Line]
EXT. TREE >24" DBH	[Tree Symbols]
PRP. VEG. SCREENING	[Tree Symbols]



NO.	DESCRIPTION	DATE
A	PRELIMINARY REVIEW REVISIONS	10/04/22



TAX MAP 6, LOT 43, 44, & 154

ROADWAY PLAN & PROFILE
CLOVER FARM SUBDIVISION
MAIN STREET, ELIOT, MAINE

FOR: MARK MCNALLY BUILDING MAINTENANCE, LLC.
1381 ELWYN ROAD
PORTSMOUTH, NH 03801

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

SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: MJS
DATE: 08/23/22		REVISION DATE: A : 10/04/22
JOB NO: C174-21	FILE: MAIN ST REV BASE.DWG	SHEET: 4



SOILS LEGEND

SYMBOL	SOIL SERIES NAME	HSG	SLOPES
AdB	ADAMS LOAMY SAND	A	0-8%
AIB	ALLAGASH VERY FINE SANDY LOAM	B	3-8%
MaB	MADAWASKA FINE SANDY LOAM	B	0-8%
PeB	PERU FINE SANDY LOAM	C	3-8%
SeC	SCIO SILT LOAM	C	8-15%
W	WATER BODIES	N/A	N/A

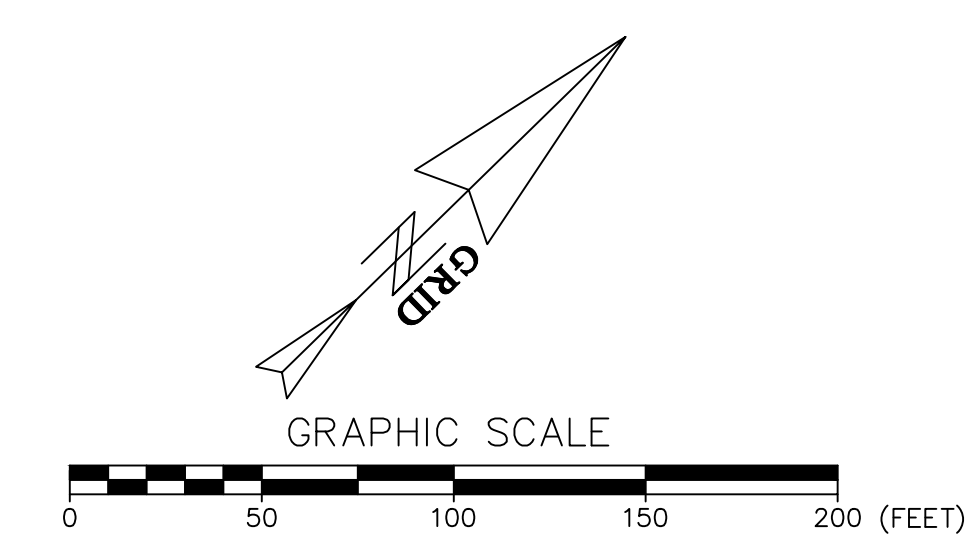
FLOW TYPES

SF	SHEET FLOW
SCF	SHALLOW CONCENTRATED FLOW
CF	CHANNEL FLOW

NOTE: SOILS INFORMATION IS TAKEN FROM CUSTOM SOIL RESOURCE REPORT FOR YORK COUNTY, MAINE, MEDIUM INTENSITY, INFORMATION GATHERED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS). SURVEY AREA DATA IS VERSION 20, DATED 08/31/2021.

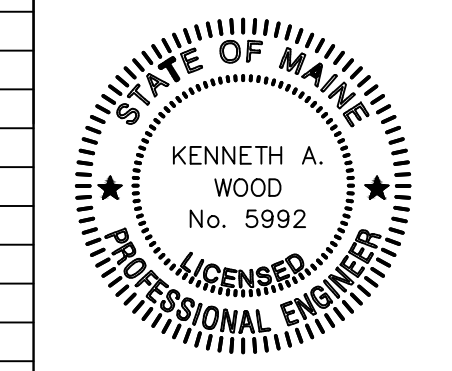
- SUBCATCHMENT
- REACH
- POND (LEVEL SPREADER)
- ANALYSIS POINT

LEGEND	
PROPERTY LINE	
EXT. ABUTTER LINE	
EXT. GRAVEL	
EXT. PAVEMENT	
EXT. BUILDING	
EXT. BLDG. TO BE DEMO'D	
EXT. MAJOR CONTOUR	
EXT. MINOR CONTOUR	
EXT. TREELINE	
EXT. TREE >24" DBH	
EXT. SUBCATCHMENT	
EXT. To FLOW LINE	
EXT. To GRADE CALC	
SOIL TYPE BOUNDARY	



NO.	DESCRIPTION	DATE

TAX MAP 6, LOT 43, 44, & 154

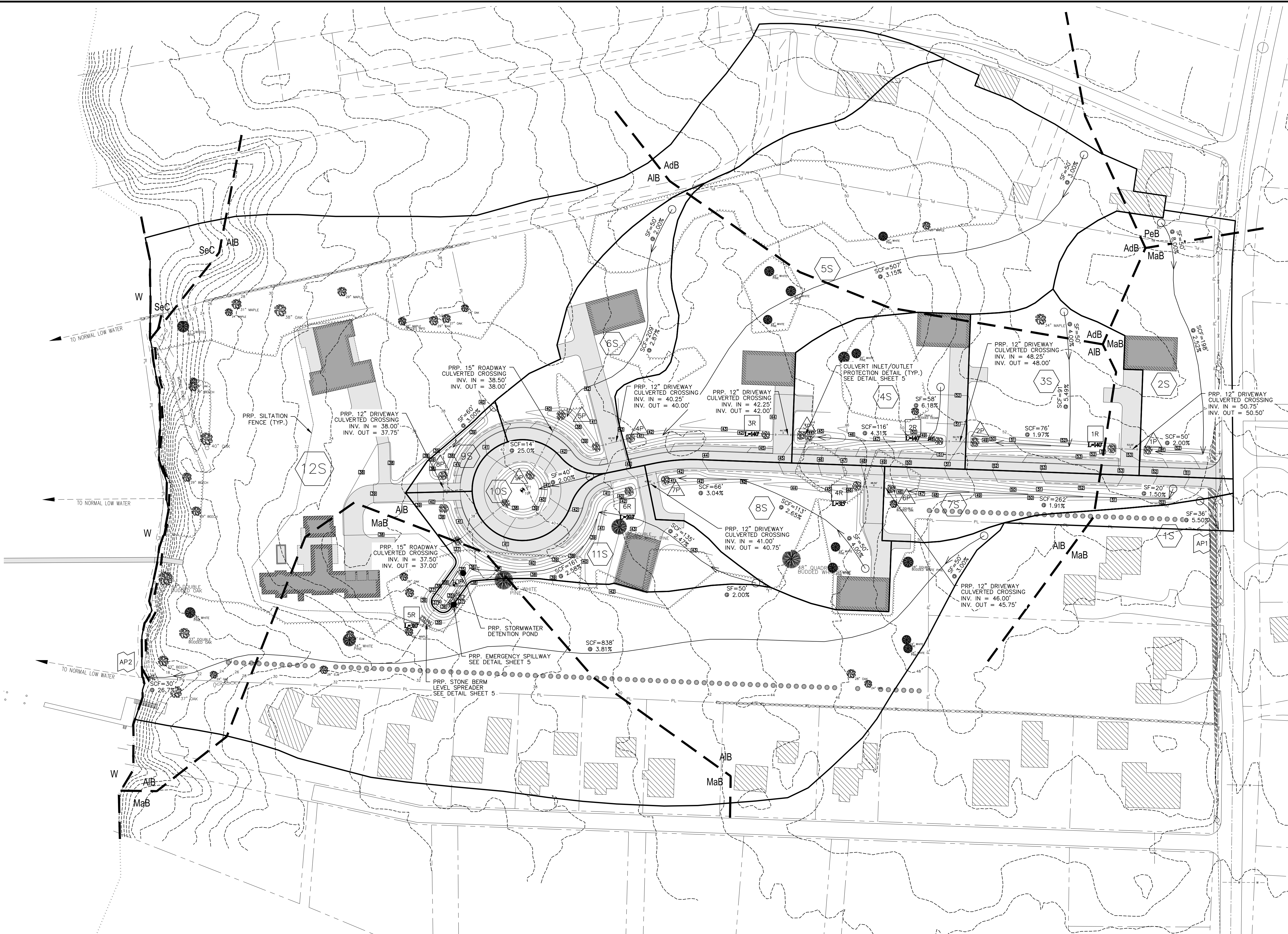


STORMWATER: EXISTING CONDITIONS
 CLOVER FARM SUBDIVISION
 MAIN STREET, ELIOT, MAINE

FOR: MARK MCNALLY BUILDING MAINTENANCE, LLC.
 1381 ELWYN ROAD
 PORTSMOUTH, NH 03801

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

SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: MJS
DATE: 08/23/22		REVISION DATE: - - -
JOB NO: C174-21	FILE: MAIN ST REV BASE.DWG	SHEET: 7



Clover Farm Subdivision - Existing Condition Peak Flows				
Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	0.75	2.31	3.83	5.22
AP2	2.76	11.35	20.61	29.31

Clover Farm Subdivision - Developed Condition Peak Flows				
Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	0.07	0.20	0.32	0.44
AP2	2.25	8.01	14.19	20.04

Clover Farm Subdivision - Change in Peak Flows				
Analysis Point	2 Year Storm (cfs)	10 Year Storm (cfs)	25 Year Storm (cfs)	50 Year Storm (cfs)
AP1	-0.68	-2.11	-3.51	-4.78
AP2	-0.51	-3.34	-6.42	-9.27

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

- SOILS LEGEND**
- | SYMBOL | SOIL SERIES NAME | HSG | SLOPES |
|--------|-------------------------------|-----|--------|
| AdB | ADAMS LOAMY SAND | A | 0-8% |
| AiB | ALLAGASH VERY FINE SANDY LOAM | B | 3-8% |
| MaB | MADAWASKA FINE SANDY LOAM | B | 0-8% |
| PeB | PERU FINE SANDY LOAM | C | 3-8% |
| SeC | SCIO SILT LOAM | C | 8-15% |
| W | WATER BODIES | N/A | N/A |
-
- FLOW TYPES**
- SF SHEET FLOW
 - SCF SHALLOW CONCENTRATED FLOW
 - CF CHANNEL FLOW
- NOTE: SOILS INFORMATION IS TAKEN FROM CUSTOM SOIL RESOURCE REPORT FOR YORK COUNTY, MAINE, MEDIUM INTENSITY, INFORMATION GATHERED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS). SURVEY AREA DATA IS VERSION 20, DATED 08/31/2021.
- 1S SUBCATCHMENT
 - 1R REACH
 - 1P POND (LEVEL SPREADER)
 - AP1 ANALYSIS POINT

LEGEND

PROPERTY LINE	---
EXT. ABUTTER LINE	---
EXT. GRAVEL	---
EXT. PAVEMENT	---
EXT. PAVEMENT	---
PRP. GRAVEL	---
EXT. BUILDING	▨
PRP. BUILDING	▨
PRP. STORM LINE	D
PRP. RIP RAP	---
EXT. MAJOR CONTOUR	XXX
EXT. MINOR CONTOUR	XXX
PRP. MAJOR CONTOUR	XXX
PRP. MINOR CONTOUR	XXX
PRP. SPOT GRADE	102.0' x
EXT. TREELINE	---
EXT. TREE >24" DBH	●
PRP. VEG. SCREENING	●
PRP. SUBCATCHMENT	---
PRP. Tc FLOW LINE	○
PRP. Tc GRADE CALC	SF=XXX' @ X.XXX%
SOIL TYPE BOUNDARY	---
PRP. SILTATION FENCE	---

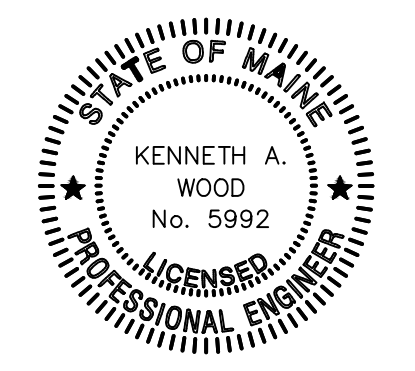
TAX MAP 6, LOT 43, 44, & 154

STORMWATER: DEVELOPED CONDITIONS
CLOVER FARM SUBDIVISION
MAIN STREET, ELIOT, MAINE

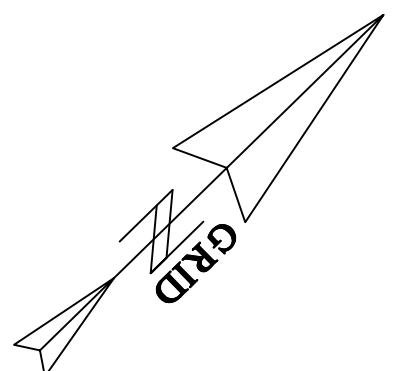
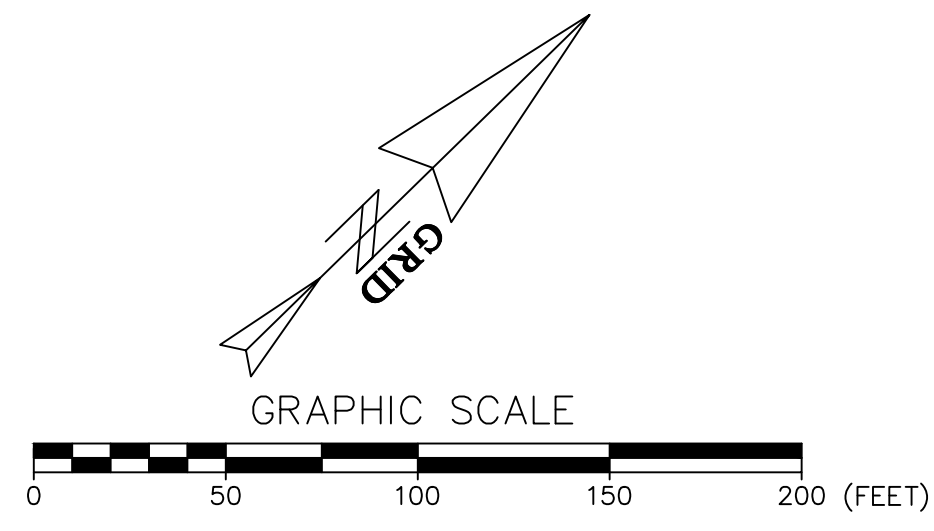
FOR: MARK MCNALLY BUILDING MAINTENANCE, LLC.
1381 ELWYN ROAD
PORTSMOUTH, NH 03801

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

SCALE: 1" = 50'	APPROVED BY: MJS	DRAWN BY: MJS
DATE: 08/23/22	REVISION DATE: A : 10/04/22	
JOB NO: C174-21	FILE: MAIN ST REV BASE.DWG	SHEET: 8



NO.	DESCRIPTION	DATE
A	PRELIMINARY REVIEW REVISIONS	10/04/22
	REVISIONS	



October 11, 2022
220645

Mr. Jeff Brubaker, Town Planner
Town of Eliot
1333 State Road
Eliot, ME 03903

**Re: Stormwater Review of Planning Board Subdivision Application for the
Proposed Clover Farm Subdivision on Main Street (Route 103)**

Dear Mr. Brubaker:

We have received and reviewed an October 4, 2022 submission package for the subject project. The package included an October 4, 2022 cover letter on the project addressed to you from Michael Sudak of Attar Engineering along with HydroCAD stormwater calculations and other supporting documentation. Included in the submission package was the following materials:

- A six-drawing set of the project plans most recently revision dated October 4, 2022, as prepared by Attar Engineering;
- included in the six-drawing set were two stormwater drawings, an August 23, 2022 *Stormwater: Existing Conditions* plan and an October 4, 2022 *Stormwater: Developed Conditions* plan as prepared by Attar Engineering;
- an August 23, 2022 Stormwater Management Plan Report as prepared by Attar Engineering with a Plan of Existing Subcatchments, Sheet 7, and a Plan of Proposed Subcatchments, Sheet 8. Both plans have a latest revision date of October 4, 2022;
- an August 23, 2022 Operation and Maintenance Program Stormwater Management Plan BMPs document,
- a draft Maintenance Agreement for Stormwater Management Facilities and a draft Inspection Certification for Stormwater Management Facilities. Both documents are from Chapter 35: Post-Construction Stormwater Management of the Town Ordinance;
- and various supporting documentation.

We also conducted an October 4, 2022 site visit to review the existing conditions of the project area. Based on our site observations, our review of submitted material, and the project's conformance to the technical requirements of the Town of Eliot Code of Ordinances; we offer the following comments:

1. The applicant is proposing to construct an 8-lot subdivision on the site and to demolish an existing barn (referred to as the "Clover Farm Barn" on Sheet 2) and the existing gravel drive on the previously developed 10.95-acre site. The site is identified as Lots 43, 44, and 154 on Tax Map 6 on Main Street in Eliot, Maine. The proposed roadway and sidewalk related changes add 33,000 square feet of impervious surface area coverage. The roadway, sidewalk, roadside swales, and associated detention basin will disturb approximately 74,000 square feet.
2. Sebago Technics was contracted to provide a peer review of the stormwater and erosion control aspects of the project. As such, we have not reviewed the engineering components of the

proposed roadway related infrastructure or utilities such as water and sanitary sewer as we understand these items will be reviewed by others.

3. The majority of the site drains into the Piscataqua River with an isolated portion of the site draining toward Main Street. The project designer has proposed a system of roadside swales and driveway culverts to collect and convey surface water from the new roadway and contributing lot areas to a detention basin located between Lots 6 and 7 that will feature an outlet control structure to attenuate the runoff from the subdivision to estimated peak rates of runoff below the estimated peak rates from the existing conditions from the majority of the site draining into the Piscataqua River. The portion of the site currently draining toward Main Street will be reduced in area in the post-development condition so that the estimated peak flow rate of surface runoff draining toward Main Street will also be reduced in comparison to the existing conditions of the site. In doing so, the designer appears to have met the requirements for surface water quantity being lessened in post-development conditions.
4. General Note #7 on the Preliminary Site Plan drawing, Sheet 1, specifies that the proposed impervious surface area created is 33,192 square feet. However, the increase in impervious surfaces from the HydroCAD stormwater model is approximately 54,000 square feet which we believe includes the impervious surfaces associated with the future residences and driveways on the individual lots. The proposed road, sidewalk, and cul-de-sac impervious surface area totals approximately 33,000 square feet so it appears that the area designated as impervious surfaces in General Note #7 so the note should be expanded to clarify that the 33,192 square feet of impervious surface includes only the road and its cul-de-sac along with the proposed sidewalk. The note should further explain that the impervious surfaces associated with the lot development is not included in this area.
5. It appears that the detention basin has been properly sized to treat the permitted 33,192 square feet of impervious surfaces plus the added impervious from constructing the individual house lots. This situation should be clarified on the plans or in the stormwater report. It also appears that the applicant is applying for a Maine Department of Environmental Protection (DEP) Stormwater Permit-by-Rule (PBR) approval for impervious areas of less than one-acre. In our experience with the DEP, this approach would be consistent with the DEP policies if the applicant subdividing the property varies from the builder(s) of the individual homes. The DEP staff will need to determine if the individual lot driveways and houses are to be included in the impervious surface calculation for this project's permitting determination as it appears that including these entities would exceed the one-acre threshold and require a DEP Stormwater Law permit rather than a DEP Stormwater PBR.
6. The designer has indicated that the limiting of impervious surface area along with the use of drainage swales and the proposed detention basin will meet the Town's requirements for low impact development and water quality standards. Given that the site will disturb more than one acre of land area, we believe that the project will need to meet the Chapter 35 Post-Construction Stormwater Management under the applicability standard in Section 35-3(a)(1). Further, Section 35-4(b)(1) sets the Performance Standards to be met as *"The applicant shall make adequate provision for the management of the quantity and quality of all stormwater generated by the development through a post-construction stormwater management plan. This post-construction stormwater management plan shall be designed to meet the standards contained in the MEDEP's Chapters 500 and 502 Rules and shall comply with the practices*

described in the manual Stormwater Management for Maine, published by the MEDEP, January 2006, which hereby are incorporated by reference pursuant to 30-A M.R.S.A. § 3003. Should the DEP determine that the Stormwater PBR process is appropriate for this project then the design would only need to meet the basic standards for erosion control and no water quality aspect of the DEP's rules would apply.

7. The project design features a unique roadway design in that an elevated sidewalk is proposed to be along the north side of the roadway and around the cul-de-sac perimeter with a swale installed beyond the sidewalk and alongside both sides of the road. A typical road section should be provided so that the dimensions and buildup of the roadway, sidewalk, and gravel shoulders can be clearly conveyed to the contractor. The type of curb with a detail, its reveal, and locations of the curb tip downs should also be added to the plans.
8. The designer appears to be promoting the flow of surface water from the roadway surface to exit via low points in the driveways on the curbed side of the roadway which will coincide with the path of pedestrians using the sidewalk. This approach could be problematic in winter conditions with snow and ice potentially blocking the path of the runoff from entering the receiving swales. The designer should consider adding catch basins in the roadway with isolated storm drain connections to convey surface water directly to the swales and regrading the beginning sections of the lot driveways so that runoff will be conveyed along the gutter line rather than be encouraged to flow into the driveway openings.
9. For the cul-de-sac area, a break in the curbing at approximately Station 9+40 has been proposed to allow surface water to drain over a depressed section of the sidewalk that would be lowered to match the roadway pavement elevation allowing drainage to flow across the sidewalk and down the road sideslope into the roadside ditch. If this approach is maintained, the designer should consider a rip rap covered slope transition from the edge of pavement to the receiving drainage swale to avoid an erosive slope condition. Again, it appears that the current design would allow for surface water to exit another portion of the cul-de-sac by draining from a pavement low point down the proposed shared driveway for Lots 5 and 6. This design approach could create a problematic situation for surface water to enter the receiving ditch to be discharged into the detention basin and may instead encourage surface water from the roadway to travel down the shared driveway and not be directed to the detention basin.
10. The submission package included two recently dug test pits, one conducted in the center of the cul-de-sac and the other in the footprint of the proposed detention basin. The results of these test pits indicate that the seasonal highwater table (SHWT) may be higher than the bottom of the excavations for these two stormwater storage areas so that groundwater may be present within the surface water storage area and could at times adversely affect their function. The designer should review this situation and determine if adjustments to the design are needed to overcome this potential issue.
11. There are several drainage related items on the plans that should be addressed. These items include:
 - On the Grading and Utilities Plan, Sheet 3, the 20-foot emergency spillway width as stipulated in the stormwater model should be added to the plan and a detail of the spillway added to the plan.

- Also on Sheet 3, the designer should review the inverts of the Lot 7 driveway culvert as they appear to be incorrect.
- Also on Sheet 3, the storm drain outlet from the detention basin outlet control structure should be identified with its size, slope, and outlet invert elevation. Some of this information is included on the Detention Pond section on the Site Details plan, Sheet 5, however, it should be provided on Sheet 3 for clarity.
- Also on Sheet 3, the detention basin storm drain outlet is proposed to be discharged to a stone berm level spreader in accordance with the detail on Sheet 5. The Sheet 5 detail provides for a plunge pool discharging to a rip rap apron that will act as a level spreader. The designer should coordinate the two plans to describe one consistent approach. If the plunge pool is ultimately kept as part of the design, the designer will need to add the width of the plunge pool to the Level Spreader Detail on Sheet 5.
- On the Site Details plan, Sheet 5, the Detention Pond #1 Detail is noted to not be to scale, but it should be revised to be graphically consistent with the elevations being depicted in the detail that are properly shown in relation to one another. The trash rack will also need to be extended to the bottom of the pond to protect the lower pair of orifices. As the lower set of orifices are proposed to be set at the bottom of the pond, the designer should review the inlet area and provide protection such as a rip rap apron or a depressed area near the inlet to prevent vegetation growth or sediment deposits from compromising the flow through the lower orifices.
- Also on Sheet 5, the width dimension of the bottom swale channel needs to be added to the Vegetated Swale Detail.
- As a minor point on Sheet 5, there are two notes physically conflicting with one another on the left side of the Filter Pond Embankment and Berm Detail.

12. The designer should also review the stormwater model and consider the following adjustments:

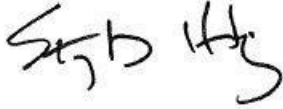
- Some of the Time of Concentration values are less than 0.1 hour which is not consistent with the model's TR-55 methodology that restricts the minimum Time of Concentration value to 0.1 hour due to the erratic results that can occur when lower values are used in the model. The designer should use a minimum value of 0.1 hour.
- The designer has used a 50-foot maximum length for the sheet flow component of the Time of Concentration values. Typically, sheet flow maximum lengths are at 100-feet. The designer should review the model and insert sheet flow values of greater than 50-feet in areas that warrant longer sheet flow lengths or provide a justification for restricting the sheet flow length to a 50-foot maximum.
- The designer should look at the model and be consistent with the subcatchment areas separating the lots' drainage area. For instance, the subcatchment boundary shown on Lot 4 would more likely follow the right side (i.e., east side) of the driveway to flow to the driveway culvert rather than flow over the driveway as shown in the time of concentration path. This situation would displace more of Subcatchment 6S into Subcatchment 5S. Other subcatchments should be reviewed and separated by the roof line of the assumed homes. While the results of the model may not be dramatically affected, the model assumptions should be uniformly applied throughout the subdivision.
- The designer should review the runoff path of the Subcatchment 12S over the driveway connection to the Lot 5 and determine if a driveway culvert is warranted to convey runoff in this area.

13. There are also erosion and sediment control related items on the plans that should be addressed. These items include:
- On the Grading and Utilities Plan, Sheet 3, there is a siltation fence shown wrapping around the proposed development on Lots 5 and 6. The designer should also depict a sediment barrier on Lots 7 and 8 to contain sediment on those lots. Other lots within the subdivision may also require an erosion control barrier between the front of the lot and the receiving swale if the timing of the lot construction is after the roadway slopes and its swales have become permanently stabilized with grass growth which the designer could outline in a note. The designer should also review the proposed tree line on Lot 8 as it appears to be shown very close to the proposed house on that lot.
 - A Temporary Stone Construction Entrance should be shown adjacent to Main Street on Sheet 3 and a detail of the Temporary Stone Construction Entrance added to the plans.
 - The designer should also show the locations of stone check dams within the ditches on Sheet 3 and add a Stone Check Dam Detail to the plan set.
14. To meet the Town's Chapter 35 Post-Construction Stormwater Management requirements, the application package includes a draft Maintenance Agreement for Stormwater Management Facilities to be signed between the Town and the entity responsible for the project's stormwater infrastructure operation and maintenance. According to the submitted Operation and Maintenance Program Stormwater Management Plan that entity will be the property owner. If that is the arrangement moving forward, the applicant will need to provide additional information to meet Section 35-4(b)(3) which states that *"Where the applicant proposes to retain ownership of the stormwater management facilities shown in its post-construction stormwater management plan, the applicant shall submit to the municipality documentation, approved as to legal sufficiency by the municipality's attorney that the applicant, its successors, heirs and assigns shall have the legal obligation and the resources available to operate, repair, maintain and replace the stormwater management facilities."*
15. Typically, a Homeowners Association (HOA) is established for a subdivision and the property developer will transfer to the Stormwater Management facilities operation and maintenance responsibilities to the HOA after a specified number of the residences become occupied and the HOA is activated. Since the detention basin is beyond the limits of the road right of way, an easement should be established on Lots 6 and 7 to provide others with the right to access and maintain the detention basin and its components. Given that the discharge from the detention basin will need to flow across Lot 6 to discharge into the receiving river, we suggest that the subdivision lot owners also retain the flowage rights to discharge surface water across Lot 6.
16. The submitted draft Maintenance Agreement for Stormwater Management Facilities to be signed between the Town and the entity responsible for the project's stormwater infrastructure operation and maintenance appears to be derived from a standard form requiring the maintenance and inspection of the project's stormwater components. Other communities have also included rights for the Town, after a reasonable notice period, to enter the premises and conduct maintenance on neglected facilities and then charge the cost of the maintenance to the responsible party. The Town should consider if they would like to expand upon the document to include these additional provisions.

We trust that these comments will assist the Board during their deliberations on this project. Should there be any questions or comments regarding our review, please do not hesitate to contact us.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read "SDH" followed by a stylized flourish.

Stephen D. Harding, P.E.
Senior Project Manager

SDH:sdh

cc: Mike Sudek, Attar Engineering

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
 From: Jeff Brubaker, AICP, Town Planner
 Cc: Lew Chamberlain, P.E., Attar Engineering, Applicant’s Representative
 Joel Pepin, Applicant
 Date: October 14, 2022 (report date)
 October 18, 2022 (meeting date)
 Re: PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use

With various updates from the October 4 meeting report

Application Details/Checklist Documentation	
✓ Address:	7 Maclellan Ln.
✓ Map/Lot:	37/19
✓ PB Case#:	22-15
✓ Zoning:	Commercial/Industrial (C/I) District
✓ Shoreland Zoning:	Resource Protection (RP), Limited Commercial (LC)
✓ Owner Name:	Potions, LLC
✓ Applicant Name:	Potions, LLC & JAR Cannabis Co.
✓ Proposed Project:	Marijuana Store, Office, and Retail
✓ Application Received by Staff:	June 28, 2022
✓ Application Fee Paid and Date:	\$300 (SP Amend.: \$100; Chg. of Use: \$25; PH: \$175) June 29, 2022
✓ Application Sent to Staff Reviewers:	June 30, 2022
✓ Application Heard by PB Found Complete by PB	August 16, October 4, and October 18 (scheduled) 2022 TBD
Site Walk	October 18, 2022 (scheduled)
✓ Site Walk Publication	October 7, 2022 (Weekly Sentinel)
Public Hearing	TBD
Public Hearing Publication	TBD
Deliberation	TBD
✓ Reason for PB Review:	Site Plan Amendment, Change of Use, Marijuana Establishment, Medical Marijuana Establishment

Overview

Applicants Potions, LLC, and JAR Cannabis Co. (property owner: Potions, LLC; agent: Attar Engineering) seek Site Plan Amendment/Review and a Change of Use approval to add a co-located

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use

marijuana establishment (marijuana store) and medical marijuana caregiver retail store, along with office space and retail space, to the existing approved uses (marijuana products manufacturing facility, retail) at 7 Maclellan Ln. (Map 37, Lot 19). The proposed co-location of the caregiver retail store is a new proposal made by the applicant on September 28.

The site plan has 3 phases: 1. Continuation of the existing building (former car wash) with its current approved marijuana products manufacturing facility use and same tenant (“marijuana manufacturing building”); 2. Construction of a 2-story building with the co-located marijuana/medical marijuana retail on the ground floor (1,000 sq. ft. each) and 2,000 sq. ft. of office space on the second floor (“marijuana retail building”); and 3. Construction of a single-story, 3,200 sq. ft. mixed-use office/retail building near the center of the site.

Phase 2 would include the installation of stormwater BMPs; planting of vegetative screening along the Route 236 frontage; removal of the existing septic leach field and construction of a smaller leach field within the old field’s footprint; and a parking lot for the marijuana retail building.

Phase 3 would include the expansion of the parking lot and planting of foundation plantings around the office/retail building and the tie-in of that building to the new septic system. The office/retail building would be detached from the marijuana manufacturing building, a change from the 8,000 sq. ft. addition approved under PB20-5 (February 2021).

10/18 update: The applicant has reduced the parking spaces for Phase 3 to 57 (53 required) and reduced impervious surface.

Application contents

Submitted June 28, 2022

- Cover letters dated 6/27/22 from both Attar Engineering and JAR Cannabis
- Agent authorization letters, JAR Cannabis Co. and Blake Dubin to Attar Engineering, Inc.
- SPR application signed by Attar Engineering
- Quitclaim deed
- 500 foot abutters list
- Location maps
- Site plan set
- SPR application signed by Attar Engineering
- Section 33-127 application content summary
- Quitclaim deed, Blake Dubin to Potions, LLC, recorded 1/11/21
- Commercial lease between Potions LLC and JAR Consulting, LLC, unclear date of signature
- 500 ft. abutters list
- Location map 1” = 2000’
- Parcel map 1” = 500’
- HHE-200 SSWDS application, JAR Cannabis Co., dated 9/27/22, including 2 test pit results

Submitted August 16, 2022

- OCP Conditional License AMS853 for Adult Use Marijuana Store to JAR Co. Portland LLC (dba JAR Cannabis Co.), exp. 9/29/22
- Traffic Impact Study, prepared by Sewall, Diane W. Morabito, PE, PTOE, dated 9/15/22 (summary only in some printed packets; see electronic packet for full study including Synchro outputs and crash data)

Submitted September 28, 2022

- Cover letter dated 9/28/22
- Previously submitted agent authorization letters
- Stormwater management plan, including HydroCAD modeling and BMP operation/maintenance plan

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use

- Confidential information (in printed packets for PB members only)
 - Store operating plan
 - Waste management plan
 - Sample certificate of security installation
- Site plan set dated 9/28/22
 - Sheets 1-3: phased site plans
 - Sheet 4: lighting plan at buildout
 - Sheet 5: landscaping plan at buildout
 - Sheets 6-8: site details and erosion & sedimentation control notes
- Registered caregiver card (redacted from packet for confidentiality)

Submitted October 3, 2022

- Correspondence from applicant regarding renewal application for OCP license

Submitted October 4, 2022

- Revised site plan set dated 9/28/22
 - Reduced parking to 57 (53 required), reduced impervious surface to <1 ac. for DEP stormwater PBR
- Correspondence between applicant and OCP regarding store co-location

Type of review needed

Site plan review – review updated site plan set from the applicant, summarize site walk, review for completeness.

Zoning

Commercial-Industrial (C/I); RP and LC shoreland zoning in the western corner of the property

Use

Marijuana establishments, medical marijuana establishments, retail sales, and office uses are SPR uses in the C/I district.

Affidavit of ownership (33-106)

Quitclaim deed and commercial lease provided for Potions, LLC, and JAR Consulting, LLC.

OMP Conditional License, Medical Marijuana Caregiver Retail Store, and Commercial Processing License

A renewed conditional license is needed for AMS853, which expired 9/29/22. Applicant states they have submitted their renewal application.

See attached correspondence between the applicant and OCP regarding co-location of the marijuana store and medical marijuana caregiver retail store (summarized at 10/4 meeting).

For the marijuana products manufacturing facility, Sweet Dirt 2, LLC, holds Active License AMF826 and received renewal from the Select Board on October 13, 2022.

The applicant stated at the October 4 meeting that they are in the process of applying for a commercial processing license for edible sales.

Dimensional requirements (45-405)

Dimension	Standard	Met?
Min lot size	3 acres	Met
Lot line setbacks	30'/20'/30' front/side/rear	Met , setback lines shown on plans, parking outside of front setbacks (45-491)
Building height	55 ft.	Presumptively met , as no building is taller than 2 stories. However, elevation drawings are needed per 33-127(18)b (added to Ch. 33 in June 2022) and could confirm compliance with the height limit. <u>10/18 update:</u> At the time of this report, applicant stated they will have the elevation drawings by 10/17.
Lot coverage	50%	Met. See Sheet 3, Note 5. Phase 3 lot coverage: 5.3%
Min street frontage (ft)	300	Met
Max sign area (sf)	Max. 50 sf for wall-mounted, 100 sf for common freestanding	The site plans show the existing sign from the car wash, now defunct. More information is needed on all proposed signs to demonstrate compliance with 45-405 and Ch. 45, Article XI. <u>10/18 update:</u> At the 10/4 meeting, applicant stated that they will follow up with more information. That has not yet been provided at the time of this report.

Site walk (33-64)

Scheduled for October 18 at 3:30pm. Summary should be provided at the meeting.

Marijuana performance standards (33-190)

Paragraph	Standard summary	Met?
(1)	Screening per 33-175	Appears to be substantially met with existing plantings on Maclellan Ln., new proposed plantings in Phase 2 along Route 236, and partial foundation plantings for the Phase 2-3 buildings.
(2)	Comply with applicable parking requirements (45-495)	Appears to be met for all phases. Phase 1 – existing building/approval. Phase 2 – 32 required, 42 provided (3 ADA). Phase 3 (<u>10/18 update</u>) – 53 required, 57 provided (previously 62) (6 ADA).
(3)	Signage and advertising	More information needed from applicant on signage.
(4a)	Activities conducted indoors, no outdoor sales	No outdoor sales apparent
(4b1)	Waste disposal	Appears to be substantially addressed by waste management plan (confidential) provided in previous paper packet to PB members; Sheet 2, Note 8; and Sheet 3, Note 10. Sheet 7 detail shows dumpster enclosure. Waste disposal plan was included in PB21-18 for the marijuana products manufacturing facility.

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use

(4b2)	Wastewater disposal	Wastewater disposal plan was included in PB21-18 for the marijuana products manufacturing facility.
Security (see confidential store operating plan and security information in paper packet; Sheets 2 and 3 notes) – further compliance may be confirmed during Police Dept./CEO walkthroughs. See PB21-18 for security review for marijuana products manufacturing facility.		
(4c1)	Surveillance cameras	Appears to be substantially met. See Sheet 3, Note 8. 10/18 update: Applicant conveyed at 10/4 meeting that the footage will be stored for at least 45 days (as the state requires) or likely longer, and that cameras will be operating 24/7.
(4c2)	Door/window alarm system with Police Dept. notification	Appears to be addressed in security document and store, and PD notification could be addressed during PD inspection of building.
(4c3)	Locking safe or secure storage container	Appears to be met in store operating plan
(4c4)	Exterior lighting	Appears to be met. See Sheet 4 lighting plan for existing marijuana manufacturing building (PB21-18) and proposed marijuana store building.
(4c5)	Door/window locks	Appears to be met for doors in store operating plan
(4c6)	Identification checks	Appears to be met in store operating plan
(5)	“500 foot rule” separation/buffering	Appears to be met for the proposed marijuana store/medical marijuana caregiver retail store building. See buffer line and measurement from Town-owned parcel (Map 36, Lot 13) on Sheet 2.
(6)	Hours of operation	Appears to be met in store operating plan
(7)	Cultivation area limitation	N/A
(8)	Sale and production of edible products – food licensing	10/18 update: Could be met with condition of approval. Applicant indicated they are in the process of applying for licensing. See PB21-18 for information on marijuana products manufacturing facility licensing.
(9)	Drive-through and home delivery prohibition	Appears to be met, addressed in store operating plan
(10)	Traffic impact assessment	Included in previous packet. See below.
(11)	Pesticides, packaging, and labeling	Defer packaging and labeling requirements to State OCP review.
(12)	Inspections	Relates to building permit/Fire Chief review
(13)	Change/addition of use	Met – current proposal under review by PB.
(14)	Other laws remain applicable	Reference previous discussion of state co-location rules.

Traffic (45-406)

See previous packet for the traffic impact assessment (TIA) and my review. The applicant has verbally committed to an upgrade of Maclellan Ln.; the extent of the upgrade discussed on October 4 was at least up to and inclusive of the site driveway. The road is private and would be expected to remain private while being upgraded to Town standards (Ch. 37). A plan view and site details of the road upgrade would be useful for the PB’s review.

In my response to a request for courtesy review of the TIA, a MaineDOT representative agreed that

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store and Medical Marijuana Caregiver Retail Store, Office, and Retail to Existing Use

the development does not trigger a traffic movement permit (TMP). See attached correspondence.

Odor (45-409)

Odor is not expected to be substantial given the retail store/manufacturing uses; however, the PB may inquire further if you feel it is warranted.

Glare (45-410; 33-180)

Illuminance values in the lighting plan (Sheet 4) are generally 0 at the property lines, except where parking lot lighting occurs by the site driveway.

Stormwater runoff (45-411)

See stormwater management plan in previous packet. Stormwater features are similar to previous applications for the site and include a detention pond, swale, and spillway. These features would be built in Phase 2. For the 50-year storm, reductions in runoff flow of 1.44 cubic feet per second (cfs) and 1.52 cfs, respectively, are demonstrated in the applicant’s modeling for the 2 analysis points. Given the proposed disturbance of greater than 1 acre, the development will be required to enter into a Ch. 35 post-construction stormwater maintenance agreement to ensure the continued adequate functioning of the privately-maintained stormwater features. The submittal to DEP is a stormwater permit-by-rule (PBR) (<1 acre disturbance).

Erosion control (45-412)

See Sheet 6.

Preservation of landscape (45-413)

The lot is already developed by a previous car wash use. While additional impervious surface will be added, wetlands and shoreland zoning in the western and northern portions of the site will be primarily undeveloped or remain vegetated.

Water and sewer

The site is served by a well and would be served by a new, downsized septic system/leach field. The current field is sized for the heavy demands of the former car wash use. See the HHE-200 form (previous packet) for more information about the proposed new septic system and how it would be phased and tied in to all buildings.

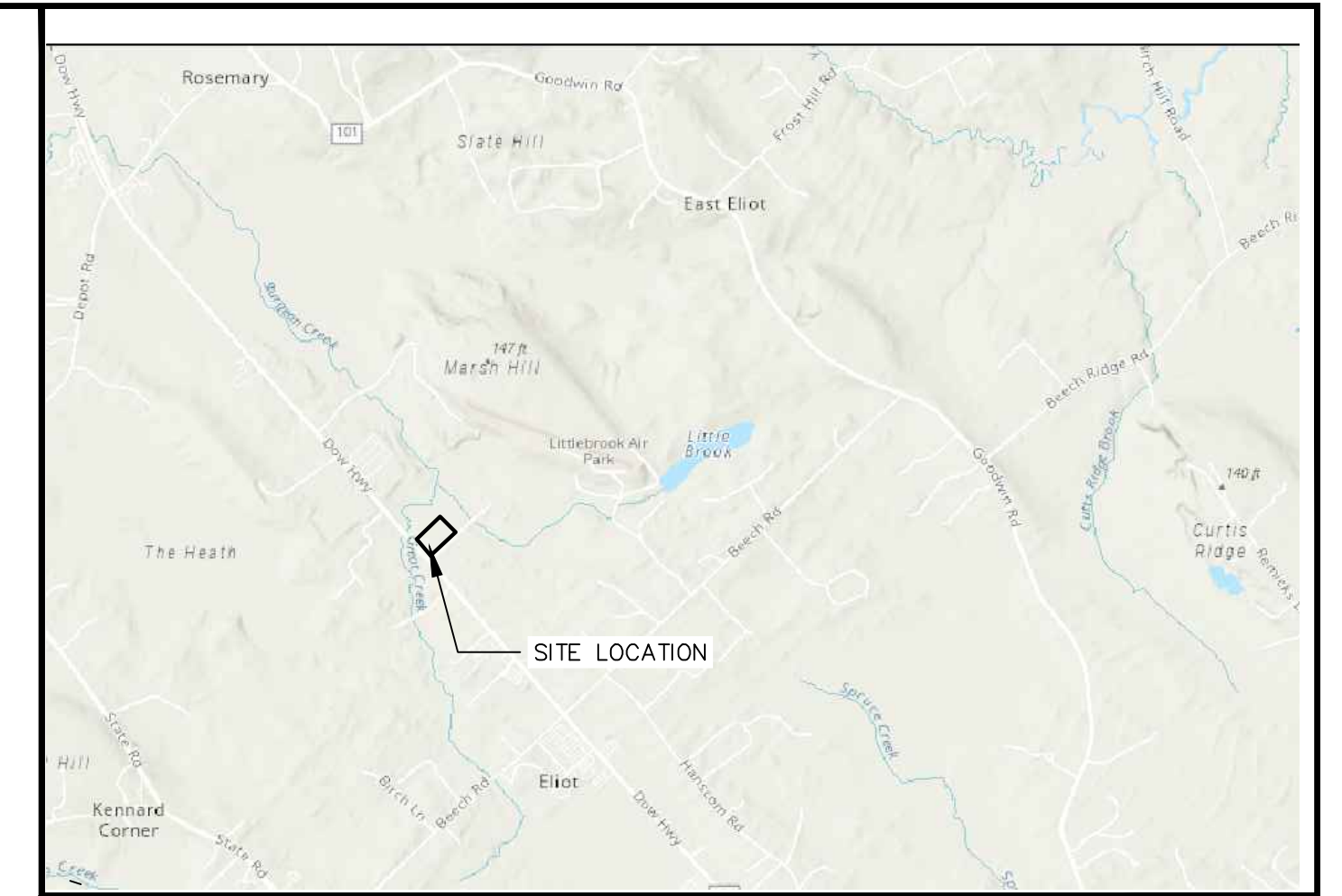
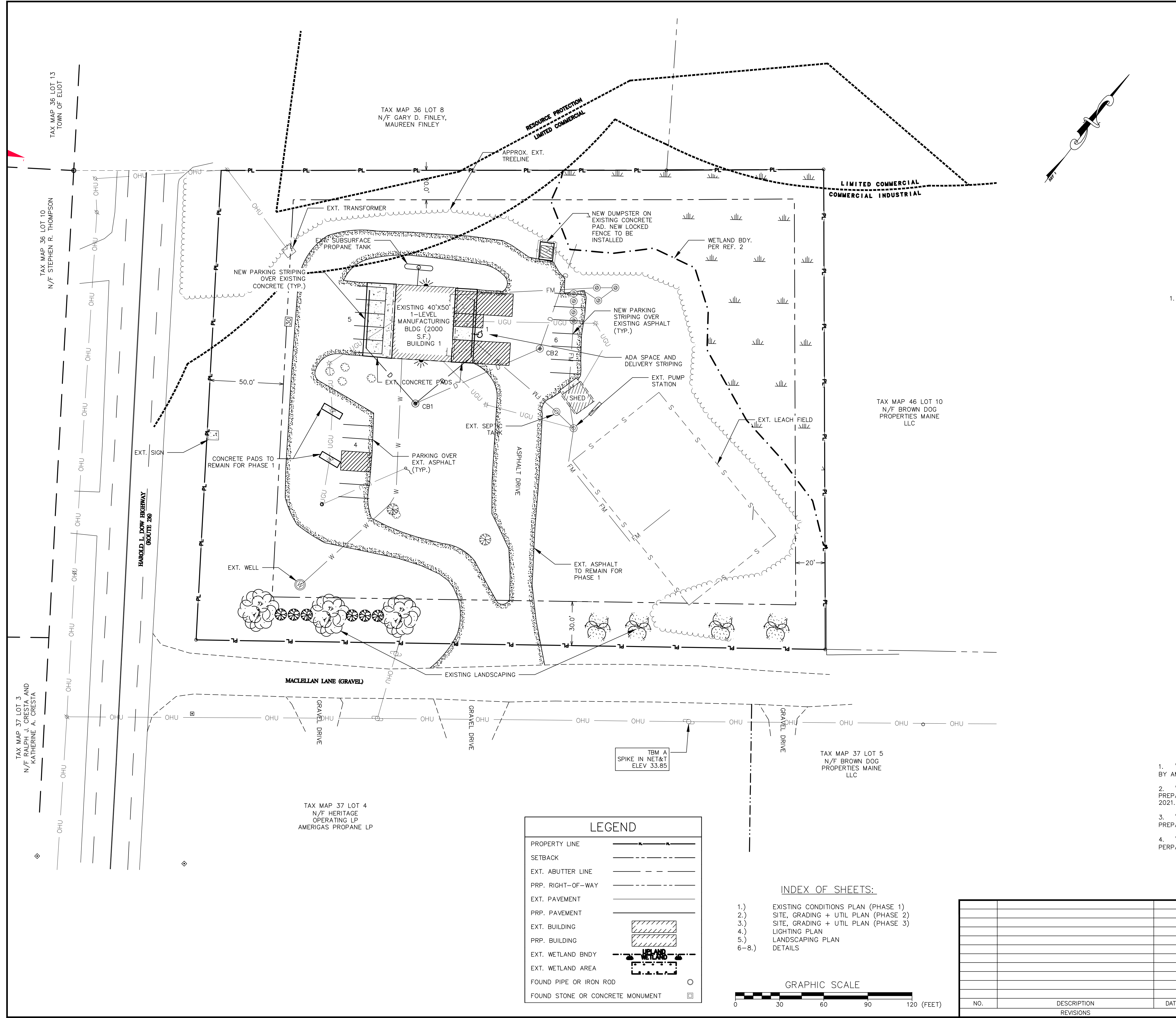
The Town’s Water-Sewer Project intends to extend water and sewer service past Maclellan Ln. on Route 236. However, the extension past Julie Ln. is anticipated as a future phase. At the October 4 meeting, the PB suggested that the property tie into the new water line when it is built.

Recommendation

Review new information, consider whether additional review time is needed, summarize site walk, and consider 33-127 application content waivers and completeness determination. Outstanding information to review includes the details of the discussed Maclellan Ln. upgrade, sign dimensions, and building elevations.

* * *

Respectfully submitted,
Jeff Brubaker, AICP
Town Planner



SITE LOCATION MAP
APPROXIMATE SCALE 1" = 2000'

GENERAL NOTES

1. THIS PLAN PROVIDES EXISTING CONDITIONS FOR REFERENCE IN THE DEVELOPMENT OF PHASES 2 AND 3 PROPOSED BY JAR CANNABIS CO. AND POTIONS, LLC., RESPECTIVELY. THIS PLAN DOES NOT PROPOSE TO CHANGE THE USE WITHIN BUILDING 1 (REFERENCE 3).

REFERENCES

1. "STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY TAX MAP 37, LOT 9" FOR BLAKE DUBIN. PREPARED BY AMBIT ENGINEERING INC., PORTSMOUTH, NH. DATED JANUARY 2020, REVISION 1 DATED 11/23/20
2. "SITE LAYOUT PLAN, SITE DEVELOPMENT, 7 MACLELLAN LANE, ELIOT, MAINE", FOR BLAKE DUBIN. PREPARED BY AMBIT ENGINEERING INC. PORTSMOUTH, NH. DATED JANUARY 2020, REVISED FEBRUARY 09, 2021.
3. "PHASE 1 SITE PLAN, SITE PLAN AMENDMENT, 7 MACLELLAN LANE, ELIOT, MAINE", FOR BLAKE DUBIN. PREPARED BY ATTAR ENGINEERING INC., ELIOT, ME. DATED JUNE 2021, REVISION A DATED 7/09/2021.
4. "PHASE 2 SITE PLAN, SITE PLAN AMENDMENT, 7 MACLELLAN LANE, ELIOT, MAINE", FOR BLAKE DUBIN. PREPARED BY ATTAR ENGINEERING INC., ELIOT, ME. DATED JUNE 2021, REVISION A DATED 7/09/2021.

LEGEND

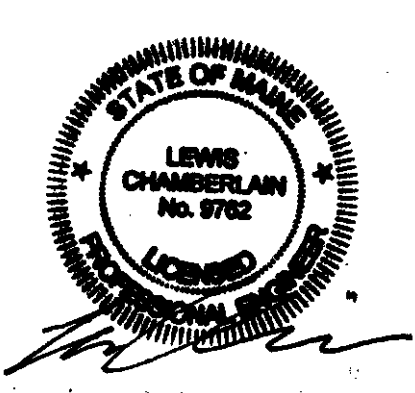
PROPERTY LINE	— — — — —
SETBACK	— — — — —
EXT. ABUTTER LINE	- - - - -
PRP. RIGHT-OF-WAY	- - - - -
EXT. PAVEMENT	— — — — —
PRP. PAVEMENT	- - - - -
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. WETLAND BNDY	WETLAND
EXT. WETLAND AREA	WETLAND
FOUND PIPE OR IRON ROD	○
FOUND STONE OR CONCRETE MONUMENT	◻

INDEX OF SHEETS:

- 1.) EXISTING CONDITIONS PLAN (PHASE 1)
- 2.) SITE, GRADING + UTIL PLAN (PHASE 2)
- 3.) SITE, GRADING + UTIL PLAN (PHASE 3)
- 4.) LIGHTING PLAN
- 5.) LANDSCAPING PLAN
- 6-8.) DETAILS

GRAPHIC SCALE

NO.	DESCRIPTION	DATE



PHASE 1 PLAN (EXISTING CONDITIONS)
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

TAX MAP 37, LOT 19

FOR:
JAR CANNABIS CO
PO BOX 404
STANDISH, MAINE, 04084

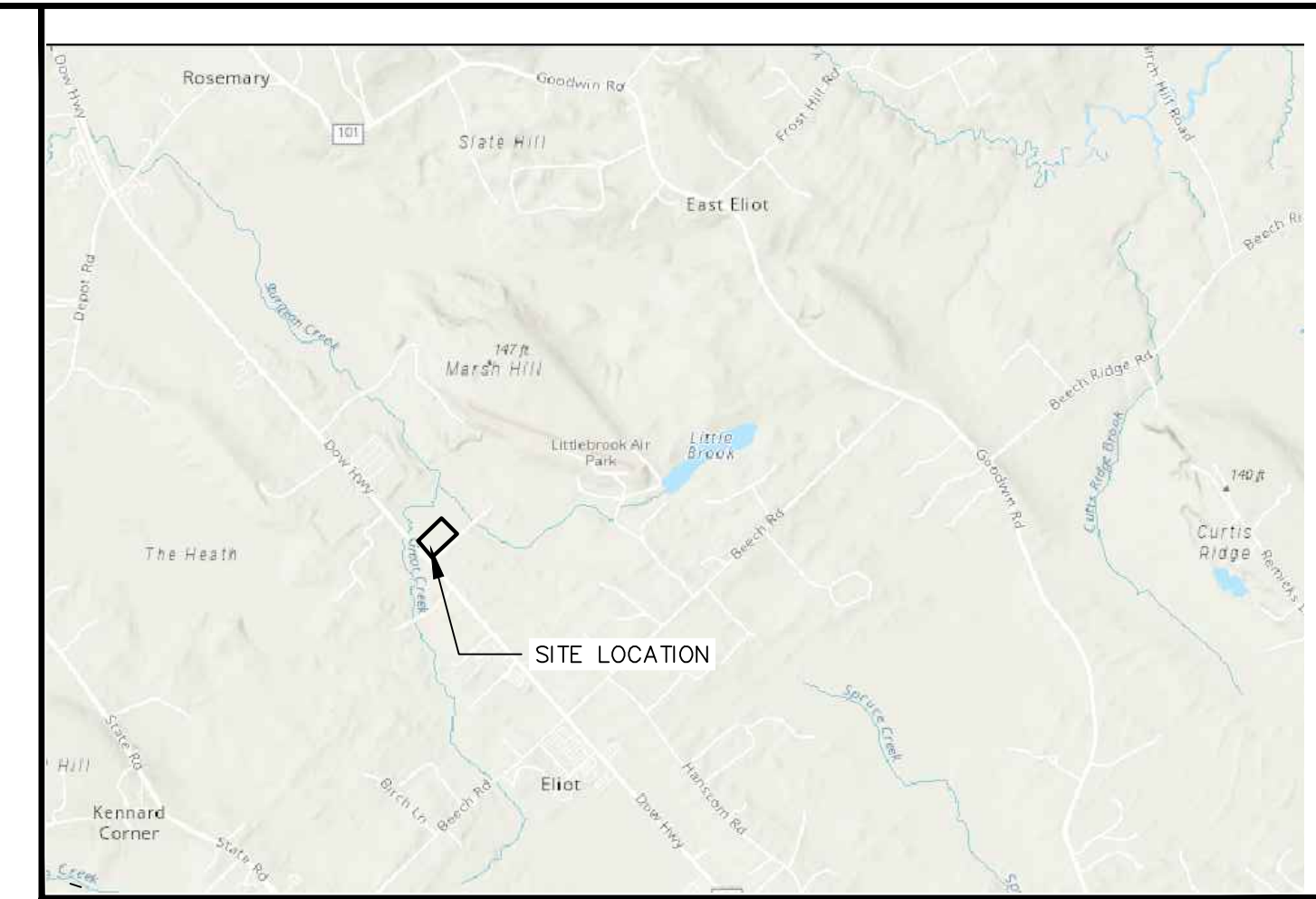
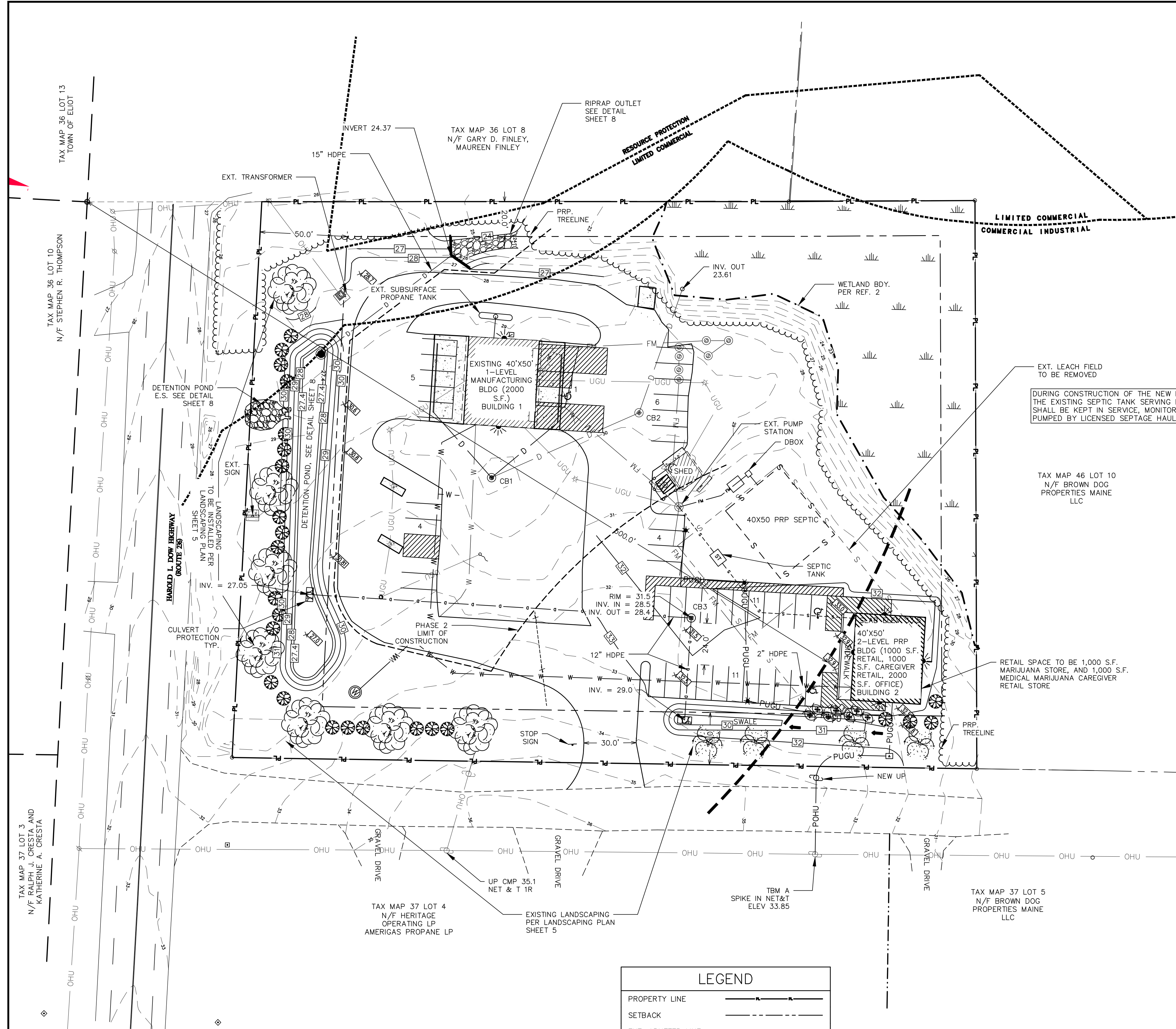
ATTAR ENGINEERING, INC.
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE:
1" = 30'
DATE:
9/28/2022

APPROVED BY:
[Signature]

DRAWN BY:
WRP
REVISION DATE:
- : -

JOB NO: C341-22 FILE: MACLELLAN DRIVE LP.DWG SHEET: 1 OF 8



SITE LOCATION MAP
APPROXIMATE SCALE 1" = 2000'

GENERAL NOTES

- THIS PLAN PROVIDES A SITE PLAN AMENDMENT TO THE PROPERTY LOCATED AT 7 MACLELLAN LANE IN ELIOT, MAINE. THE PROPOSED AMENDMENT INCLUDES AN ADDING AN ADULT USE MARIJUANA RETAIL STORE, A MEDICAL MARIJUANA CAREGIVER RETAIL STORE AND GENERAL OFFICE SPACE WITHIN A NEW BUILDING IDENTIFIED ON THE PLAN AS BUILDING 2. THE EXISTING MARIJUANA MANUFACTURING USE SHALL REMAIN WITHIN BUILDING 1. THE IMPROVEMENTS DEPICTED ON THIS SHEET ARE TO BE KNOWN AS PHASE 2 OF THIS SITE'S DEVELOPMENT.
- THE EXISTING MARIJUANA MANUFACTURING USE WITHIN BUILDING 1 WAS PREVIOUSLY APPROVED BY THE ELIOT PLANNING BOARD IN 2021 (REFERENCE 2). NO CHANGES TO THIS USE ARE PROPOSED.
- BOUNDARY LINES, EXISTING CONDITIONS, ZONING BOUNDARIES AND TOPOGRAPHY WERE PROVIDED BY REFERENCES 1 AND 2.
- THE SITE IS IDENTIFIED IN TOWN OF ELIOT TAX MAP 37 AS LOT 19 AND IS APPROXIMATELY 3.09 ACRES IN AREA. THE PARCEL IS LOCATED IN THE COMMERCIAL/INDUSTRIAL (C/I) DISTRICT AND PARTIALLY IN THE RESOURCE PROTECTION AND LIMITED COMMERCIAL SHORELAND OVERLAY DISTRICTS.
- DIMENSIONAL REQUIREMENTS
COMMERCIAL/INDUSTRIAL (C/I) DISTRICT
MINIMUM LOT SIZE 3 ACRES
FRONT YARD SETBACK 50 FEET
SIDE YARD SETBACK 20 FEET
REAR YARD SETBACK 20 FEET
MAXIMUM BUILDING HEIGHT 55 FEET
MAXIMUM LOT COVERAGE 50%
- COVERAGE CALCULATIONS:
TOTAL LOT SIZE: 134,859 S.F.
EXISTING BUILDING COVERAGE: 2,000 S.F. = 1.4% LOT COVERAGE
EXISTING IMPERVIOUS SURFACE COVERAGE: 28,032 S.F. = 20.8% IMPERVIOUS COVERAGE
PHASE 2 BUILDING COVERAGE: 4,000 S.F. = 3.0% LOT COVERAGE
PHASE 2 IMPERVIOUS SURFACE COVERAGE: 41,062 S.F. = 30.4% LOT COVERAGE
- WATER SERVICE SHALL BE PROVIDED BY AN EXISTING, INDIVIDUAL, PRIVATE, DRILLED WELL. SEWER SERVICE SHALL BE PROVIDED BY A NEW, PRIVATE, ON-SITE, SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS) OR PART OF THE EXISTING SSWDS, PER THE REQUIREMENTS OF AN HHE-200 FORM PREPARED BY MICHAEL CUOMO.
- PHASE 2 PARKING CALCS:
BUILDING 1 (2,000 SQ. FT. MANUFACTURING): (1 SPACE / EMPLOYEE) X 7 EMPLOYEES = 7 SPACES
BUILDING 2 (4,000 SQ. FT.) BREAKDOWN:
RETAIL (ADULT USE MARIJUANA STORE): (1 SPACE / 100 SQ. FT.) X 1,000 SQ. FT. = 10 SPACES
RETAIL (MEDICAL MARIJUANA RETAIL): (1 SPACE / 150 SQ. FT.) X 1,000 SQ. FT. = 7 SPACES
OFFICE: (1 SPACE / 200 SQ. FT.) X 2,000 SQ. FT. = 10 SPACES
TOTAL SPACES = 34 REQUIRED WITH 42 PROVIDED (3 ADA)
- SECURITY CAMERAS MUST BE PERMANENTLY FIXED AT THE FOLLOWING LOCATIONS IN THE ESTABLISHMENT:
1. ALL EXIT/ENTRY POINTS (SUFFICIENT TO IDENTIFY INDIVIDUALS ENTERING AND EXITING THE PREMISES AND LIMITED ACCESS AREAS).
2. EACH POINT OF SALE A SUFFICIENT NUMBER OF CAMERAS MUST BE PERMANENTLY FIXED TO ALLOW VIEWING OF THE FOLLOWING:
1. 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).
2. ANY AREA WHERE MARIJUANA WASTE IS STORED.
3. ALL AREAS OF THE PREMISES WITHIN 10 FEET OF THE EXTERIOR FENCE AND GATES OF A CULTIVATION FACILITY WITH OUTDOOR GROWING.
3. 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.
4. ALL SURVEILLANCE RECORDINGS MUST BE KEPT FOR A MINIMUM OF 45 DAYS ON THE LICENSEE'S RECORDING DEVICE.
9. 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.
10. 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 AND MONITORED BY SECURITY CAMERAS.
11. A STORE OPERATING PLAN AND WASTE MANAGEMENT PLAN FOR THE MARIJUANA BUSINESSES IN BUILDING 2 HAVE BEEN PROVIDED AS PART OF THE SITE PLAN APPLICATION.

DURING CONSTRUCTION OF THE NEW LEACH FIELD, THE EXISTING SEPTIC TANK SERVING BUILDING 1 SHALL BE KEPT IN SERVICE, MONITORED DAILY AND PUMPED BY LICENSED SEPTAGE HAULER AS NEEDED.

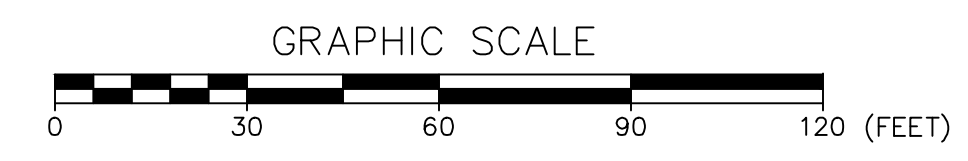
TAX MAP 46 LOT 10
N/F BROWN DOG
PROPERTIES MAINE
LLC

RETAIL SPACE TO BE 1,000 S.F.
MARIJUANA STORE, AND 1,000 S.F.
MEDICAL MARIJUANA CAREGIVER
RETAIL STORE

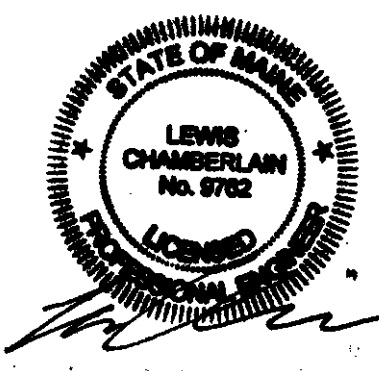
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LEGEND	
PROPERTY LINE	---
SETBACK	----
EXT. ABUTTER LINE	-----
PRP. RIGHT-OF-WAY	-----
EXT. PAVEMENT	=====
PRP. PAVEMENT	=====
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. WETLAND BNDY	WETLAND
EXT. WETLAND AREA	WETLAND
FOUND PIPE OR IRON ROD	○
FOUND STONE OR CONCRETE MONUMENT	□



NO.	DESCRIPTION	DATE



TAX MAP 37, LOT 19

PHASE 2 PLAN
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

FOR: JAR CANNABIS CO
PO BOX 404
STANDISH, MAINE, 04084

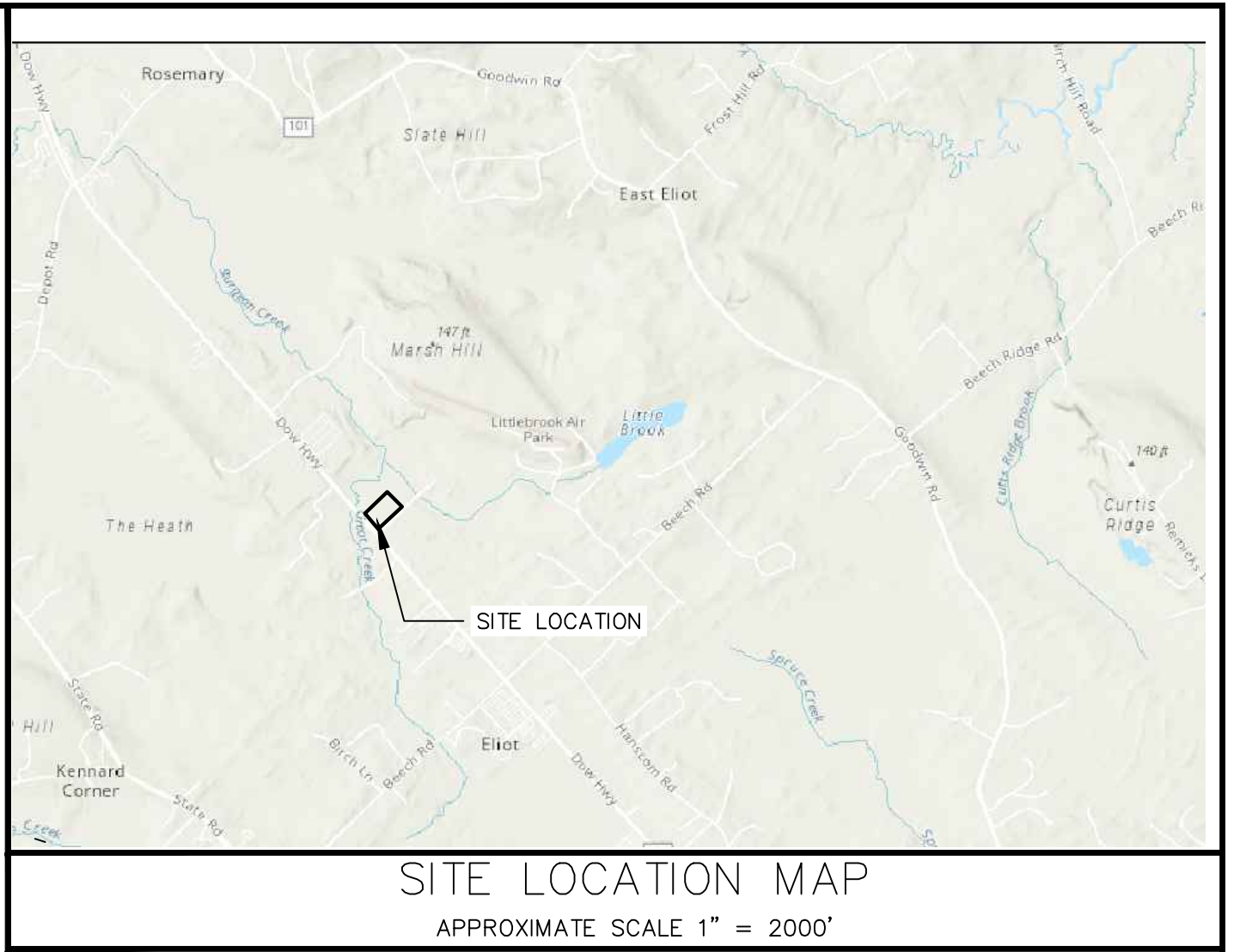
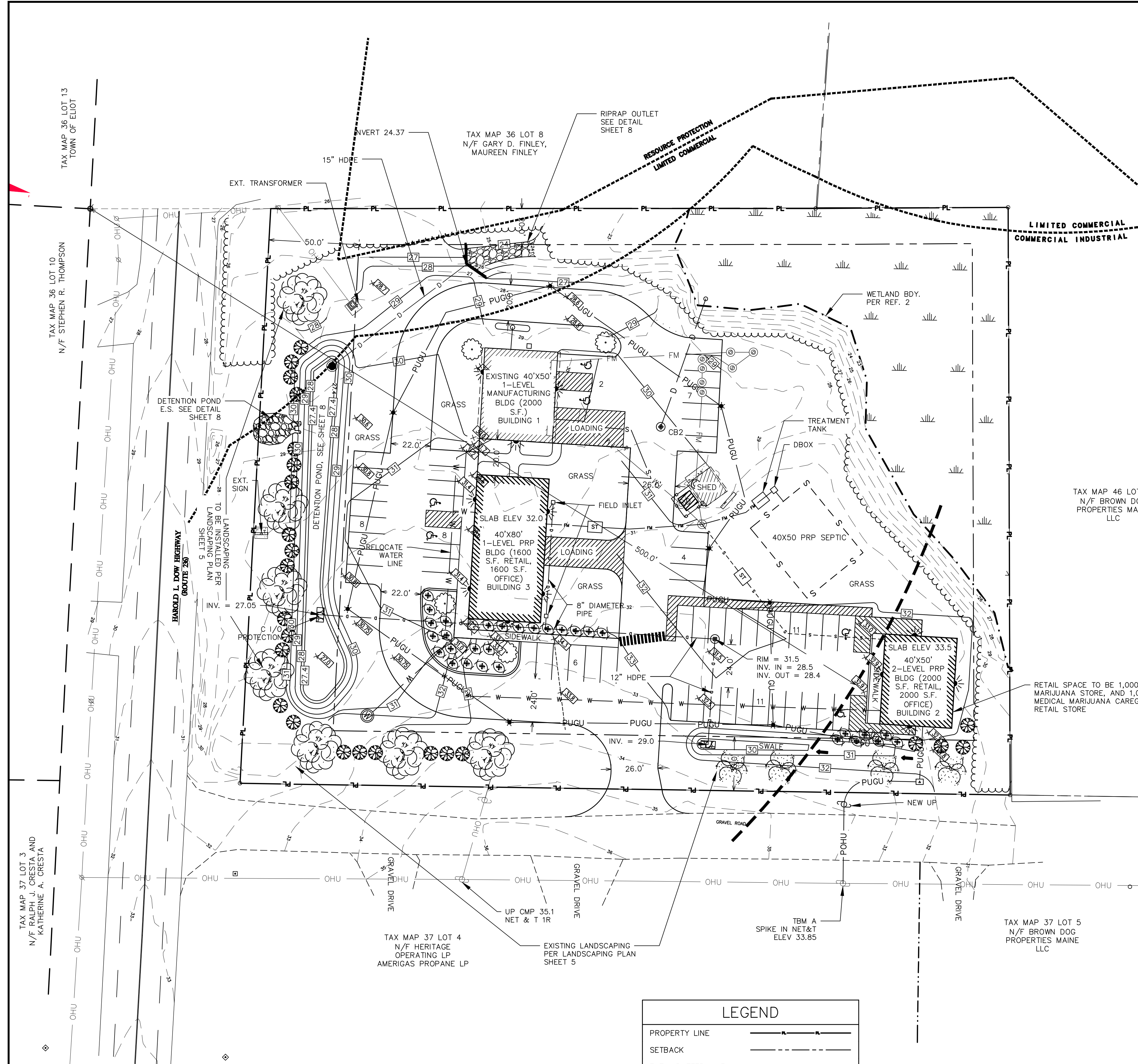
ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE • SURVEYING
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 30'
DATE: 9/28/2022

APPROVED BY: [Signature]

DRAWN BY: WRP
REVISION DATE: - - -

JOB NO: C341-22 FILE: MACLELLAN DRIVE LP.DWG SHEET: 2 OF 8



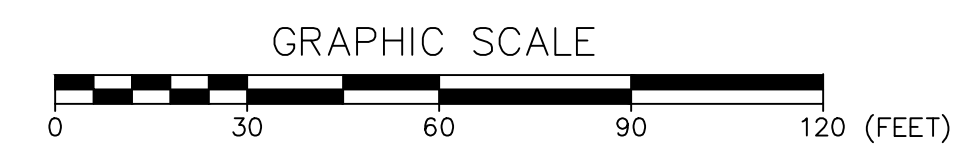
GENERAL NOTES

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- DIMENSIONAL REQUIREMENTS
COMMERCIAL/INDUSTRIAL (C/I) DISTRICT
MINIMUM LOT SIZE 3 ACRES
FRONT YARD SETBACK 50 FEET
SIDE YARD SETBACK 20 FEET
REAR YARD SETBACK 20 FEET
MAXIMUM BUILDING HEIGHT 55 FEET
MAXIMUM LOT COVERAGE 50%
- COVERAGE CALCULATIONS:
TOTAL LOT SIZE: 134,859 S.F.
EXISTING BUILDING COVERAGE: 2,000 S.F. = 1.4% LOT COVERAGE
EXISTING IMPERVIOUS SURFACE COVERAGE: 28,032 S.F. = 20.8% IMPERVIOUS COVERAGE
PHASE 2 BUILDING COVERAGE: 4,000 S.F. = 3.0% LOT COVERAGE
PHASE 2 IMPERVIOUS SURFACE COVERAGE: 41,062 S.F. = 30.4% LOT COVERAGE
PHASE 3 BUILDING COVERAGE: 7,200 S.F. = 5.3% LOT COVERAGE
PHASE 3 IMPERVIOUS SURFACE COVERAGE: 43,371 S.F. = 32.2% LOT COVERAGE
- WATER SERVICE SHALL BE PROVIDED BY AN EXISTING, INDIVIDUAL, PRIVATE, DRILLED WELL. SEWER SERVICE SHALL BE PROVIDED BY A NEW, PRIVATE, ON-SITE, SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS) OR PART OF THE EXISTING SSWDS, PER THE REQUIREMENTS OF AN HHE-200 FORM PREPARED BY MICHAEL CUOMO.
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RETAIL (MEDICAL MARIJUANA RETAIL): (1 SPACE / 150 SQ. FT.) X 1,000 SQ. FT. = 7 SPACES
OFFICE: (1 SPACE / 200 SQ. FT.) X 2,000 SQ. FT. = 10 SPACES
BUILDING 3 (3,200 SQ. FT.) BREAKDOWN:
RETAIL: (1 SPACE / 150 SQ. FT.) X 1,600 SQ. FT. = 11 SPACES
OFFICE: (1 SPACE / 200 SQ. FT.) X 1,600 SQ. FT. = 8 SPACES
TOTAL SPACES = 53 REQUIRED WITH 57 PROVIDED (6 ADA)
- SECURITY CAMERAS MUST BE PERMANENTLY FIXED AT THE FOLLOWING LOCATIONS IN THE ESTABLISHMENT:
1. ALL EXIT/ENTRY POINTS (SUFFICIENT TO IDENTIFY INDIVIDUALS ENTERING AND EXITING THE PREMISES AND LIMITED ACCESS AREAS).
2. EACH POINT OF SALE A SUFFICIENT NUMBER OF CAMERAS MUST BE PERMANENTLY FIXED TO ALLOW VIEWING OF THE FOLLOWING:
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2. ANY AREA WHERE MARIJUANA WASTE IS STORED.
3. ALL AREAS OF THE PREMISES WITHIN 10 FEET OF THE EXTERIOR FENCE AND GATES OF A CULTIVATION FACILITY WITH OUTDOOR GROWING.
3. 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.
4. ALL SURVEILLANCE RECORDINGS MUST BE KEPT FOR A MINIMUM OF 45 DAYS ON THE LICENSEE'S RECORDING DEVICE.
9. 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.
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11. A STORE OPERATING PLAN AND WASTE MANAGEMENT PLAN FOR THE MARIJUANA BUSINESSES IN BUILDING 2 HAVE BEEN PROVIDED AS PART OF THE SITE PLAN APPLICATION.

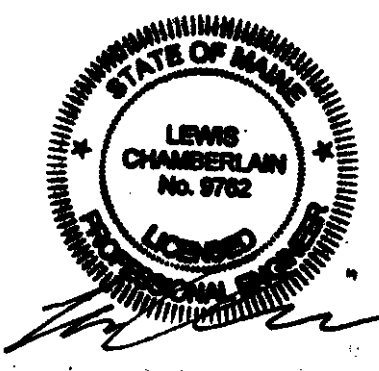
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LEGEND	
PROPERTY LINE	— — — — —
SETBACK	— — — — —
EXT. ABUTTER LINE	— — — — —
PRP. RIGHT-OF-WAY	— — — — —
EXT. PAVEMENT	— — — — —
PRP. PAVEMENT	— — — — —
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. WETLAND BNDY	— W — W — W
EXT. WETLAND AREA	— W — W — W
FOUND PIPE OR IRON ROD	○
FOUND STONE OR CONCRETE MONUMENT	◻



NO.	DESCRIPTION	DATE



TAX MAP 37, LOT 19

PHASE 3 PLAN
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

FOR:
JAR CANNABIS CO
PO BOX 404
STANDISH, MAINE, 04084

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

SCALE:
1" = 30'

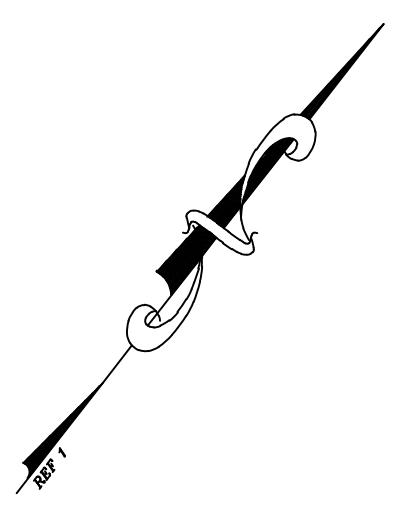
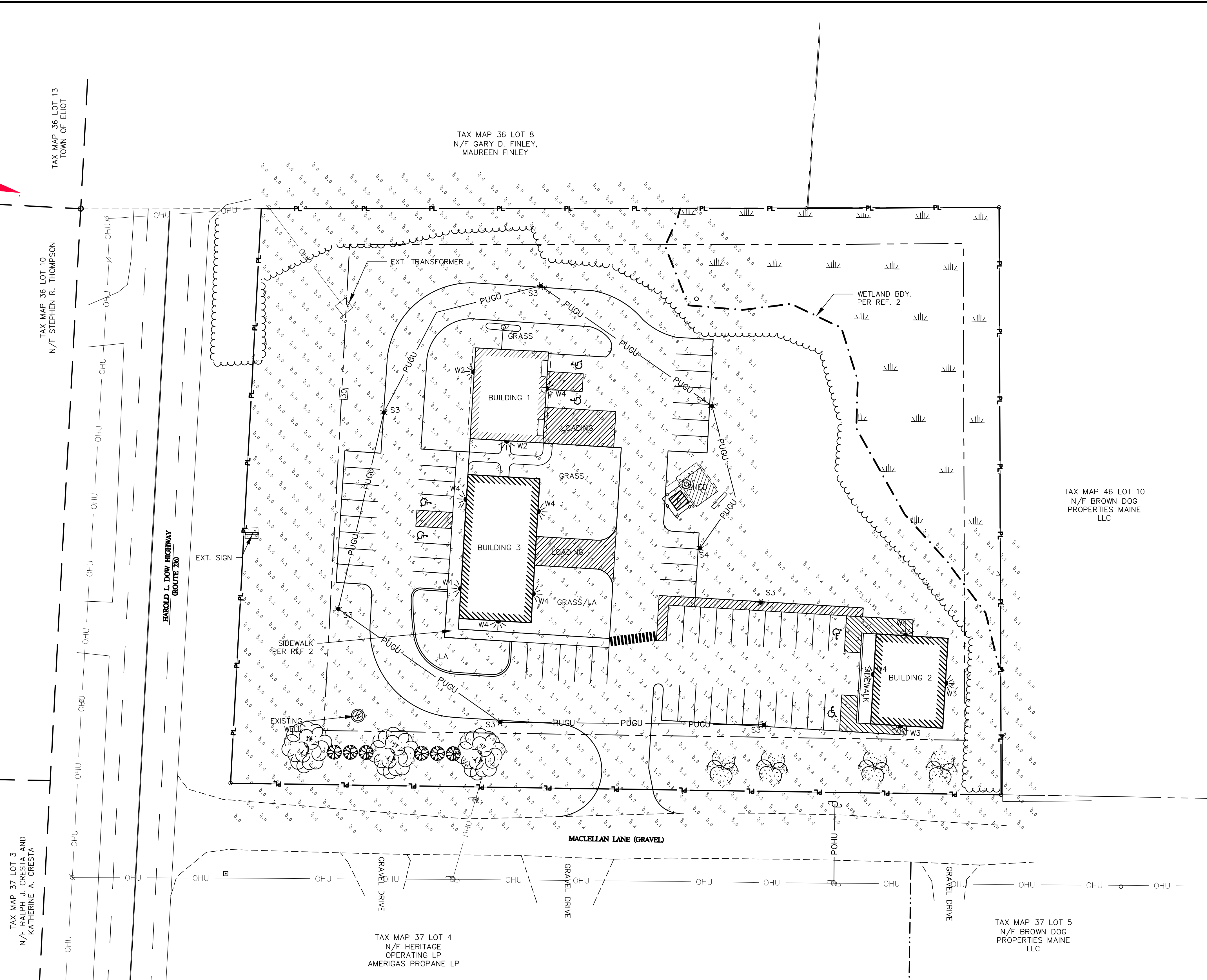
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9/28/2022

APPROVED BY:
[Signature]

DRAWN BY:
WRP

REVISION DATE:
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JOB NO: C341-22 FILE: MACLELLAN DRIVE LP.DWG SHEET: 3 OF 8



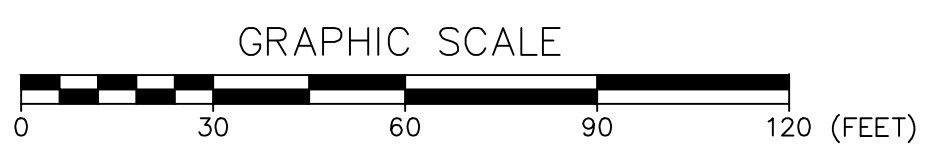
GENERAL NOTES
 1. PHOTOMETRIC PLAN PREPARED BY CHARRON, INC.

TAX MAP 46 LOT 10
 N/F BROWN DOG
 PROPERTIES MAINE
 LLC

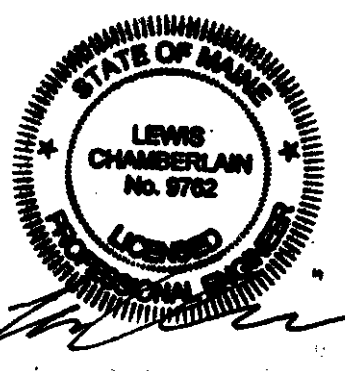
TAX MAP 37 LOT 4
 N/F HERITAGE
 OPERATING LP
 AMERICAS PROPANE LP

TAX MAP 37 LOT 5
 N/F BROWN DOG
 PROPERTIES MAINE
 LLC

Symbol	Qty	Label	Arrangement	Description	[MANUFAC]
□	6	S3	Single	GLEON-SA1C-740-U-SL3 / SSS4A20SPN1 (20' AFG)	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)
□	3	S4	Single	GLEON-SA1C-740-U-SL4 / SSS4A20SPN1 (20' AFG)	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)
□	2	W2	Single	GWC-SALA-740-U-SL3 / WALL MTD 12' AFG	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)
□	2	W3	Single	GWC-SALA-740-U-SL3 / WALL MTD 10' AFG	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)
□	8	W4	Single	GWC-SALA-740-U-SL4 / WALL MTD 12' AFG	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)



NO.	DESCRIPTION	DATE



TAX MAP 37, LOT 19

PHOTOMETRIC PLAN
 SITE PLAN AMENDMENT
 7 MACLELLAN LANE, ELIOT, MAINE

FOR:
 JAR CANNABIS CO
 PO BOX 404
 STANDISH, MAINE, 04084

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

SCALE:
 1" = 30'

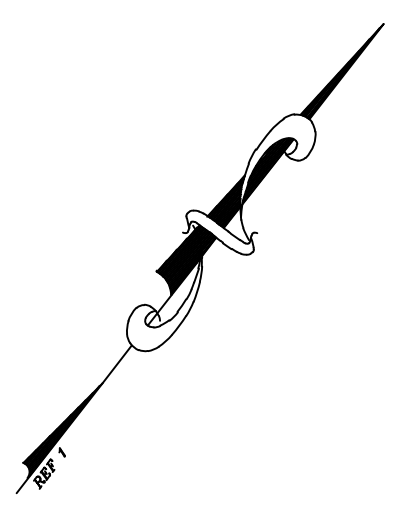
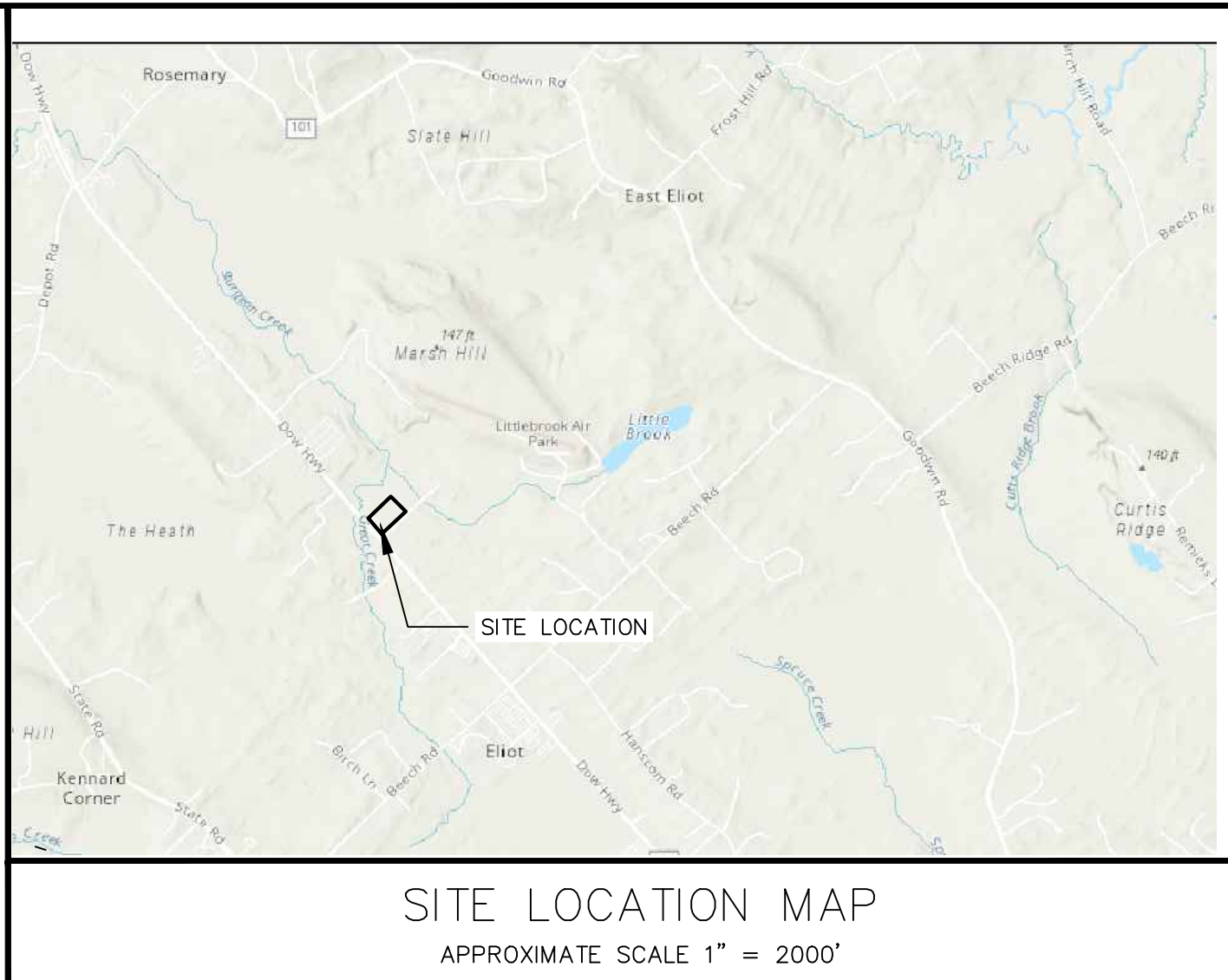
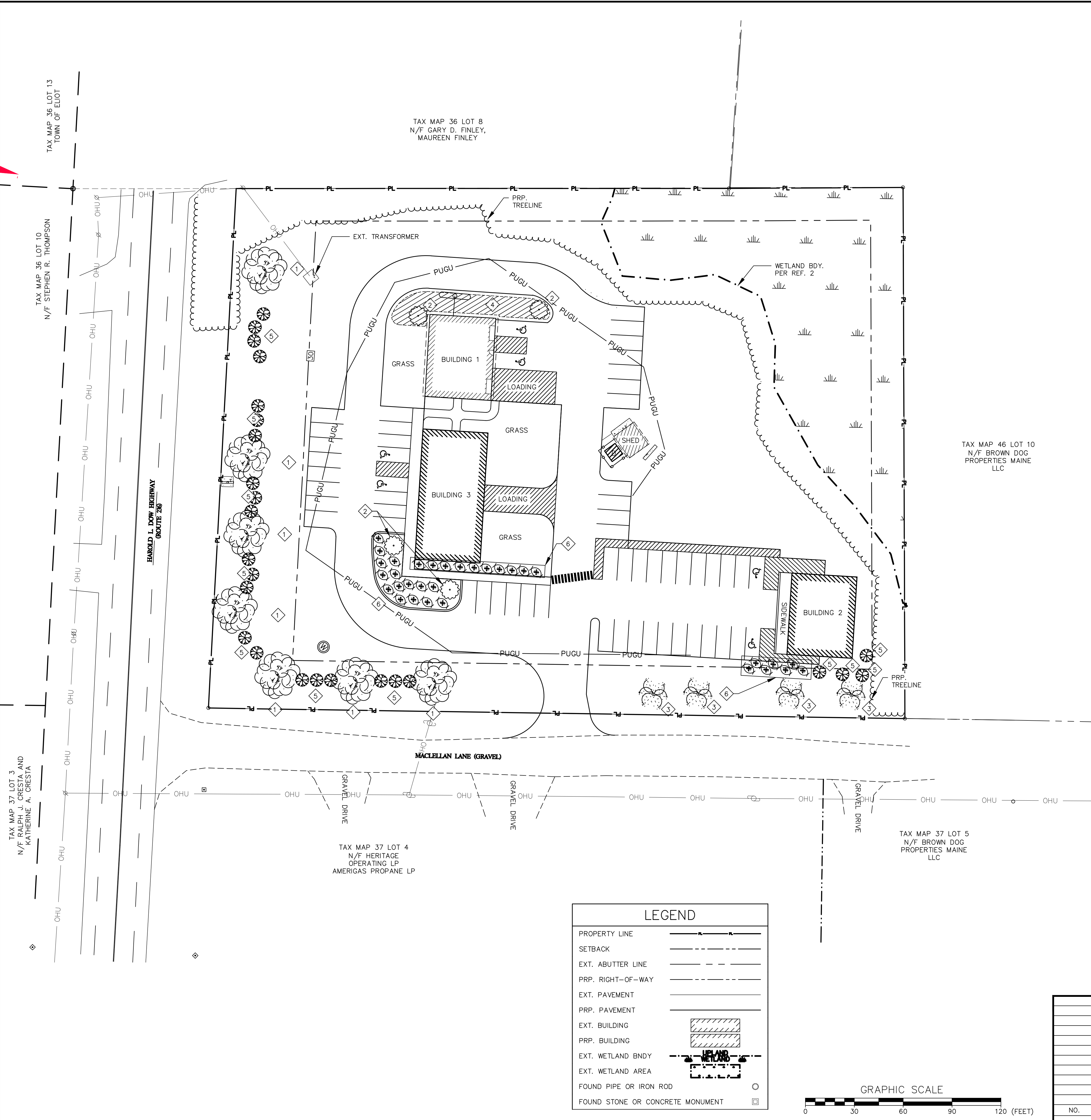
DATE:
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APPROVED BY:

DRAWN BY:
 WRP

REVISION DATE:
 - : -

JOB NO: C341-22 FILE: MACLELLAN DRIVE LP.DWG SHEET: 4 OF 8



LANDSCAPE SCHEDULE

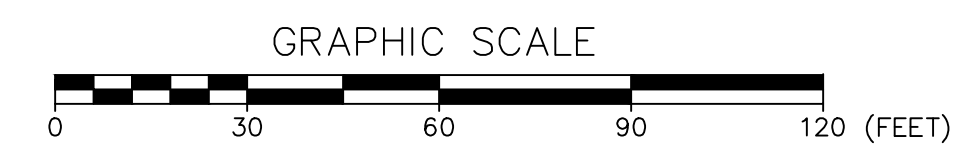
I.D. No.	ITEM	SIZE	QTY
1	ACER RUBROM	2-2.5" CAL	7
	RED MAPLE "OCTOBER GLORY"		
2	CRATAEGUS VIRIDIS	2-2.5" CAL	4
	"WINTER KING"		
3	QUERCUS PALUSTRIS	2" CAL	4
	PIN OAK		
4	SCHIZACHYRIUM SCORPARIUM	#1 GALLON	18" OC
	"THE BLUES" GRASS		
5	VIBURNUM DILATATUM	3-4' HT.	25
	"ASIAN BEAUTY"		
6	BAPTISIA AUSTRALIS	#1 GALLON	32
	BLUE FALSE INDIGO		

REFERENCES

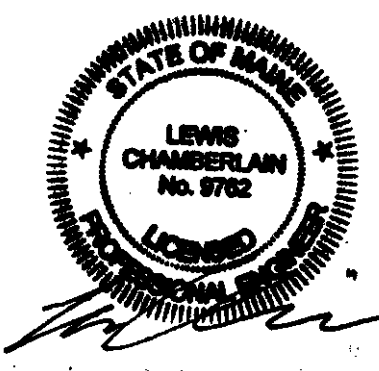
- "STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY TAX MAP 37, LOT 9" FOR BLAKE DUBIN. PREPARED BY AMBIT ENGINEERING INC., PORTSMOUTH, NH. DATED JANUARY 2020, REVISION 1 DATED 11/23/20
- "SITE LAYOUT PLAN, SITE DEVELOPMENT, 7 MACLELLAN LANE, ELIOT, MAINE", FOR BLAKE DUBIN, PREPARED BY AMBIT ENGINEERING INC. PORTSMOUTH, NH. DATED JANUARY 2020, REVISED FEBRUARY 09, 2021.

LEGEND

PROPERTY LINE	— — — — —
SETBACK	- - - - -
EXT. ABUTTER LINE	— — — — —
PRP. RIGHT-OF-WAY	- - - - -
EXT. PAVEMENT	=====
PRP. PAVEMENT	=====
EXT. BUILDING	▨
PRP. BUILDING	▨
EXT. WETLAND BNDY	— — — — —
EXT. WETLAND AREA	▨
FOUND PIPE OR IRON ROD	○
FOUND STONE OR CONCRETE MONUMENT	◻



NO.	DESCRIPTION	DATE



TAX MAP 37, LOT 19

LANDSCAPING PLAN
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

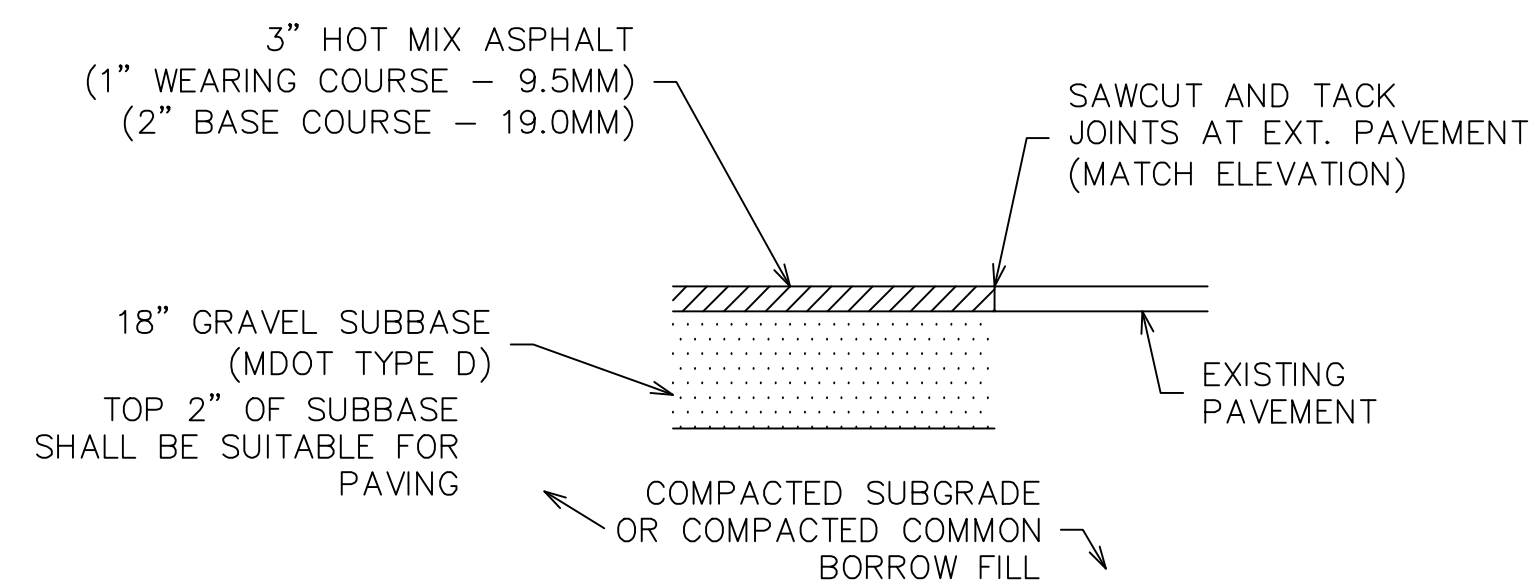
FOR:
JAR CANNABIS CO
PO BOX 404
STANDISH, MAINE, 04084

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

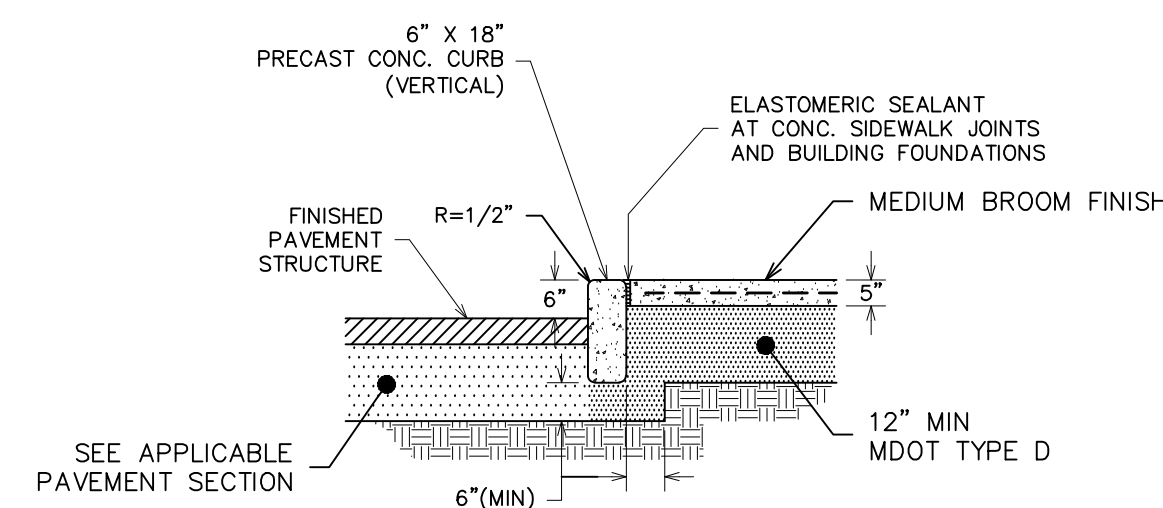
SCALE: 1" = 30'
DATE: 9/28/2022

APPROVED BY: _____
DRAWN BY: WRP
REVISION DATE: - : -

JOB NO: C341-22 FILE: MACLELLAN DRIVE LP.DWG SHEET: 5 OF 8

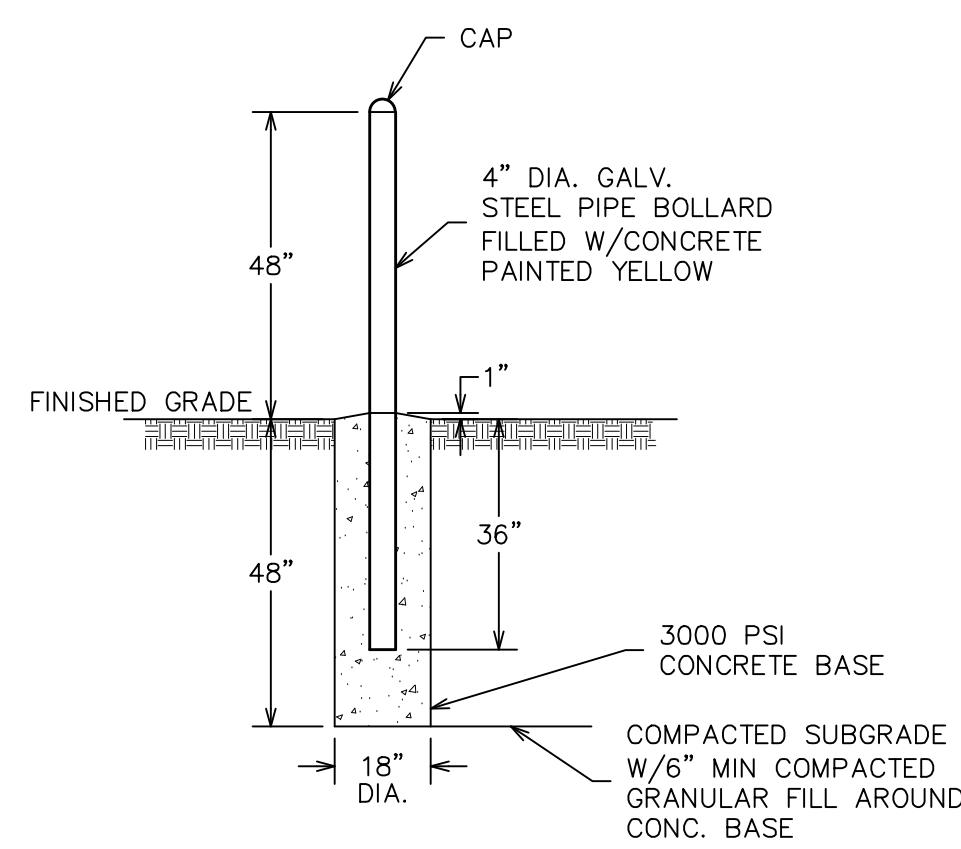


PARKING/DRIVEWAY CROSS SECTION
(NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR

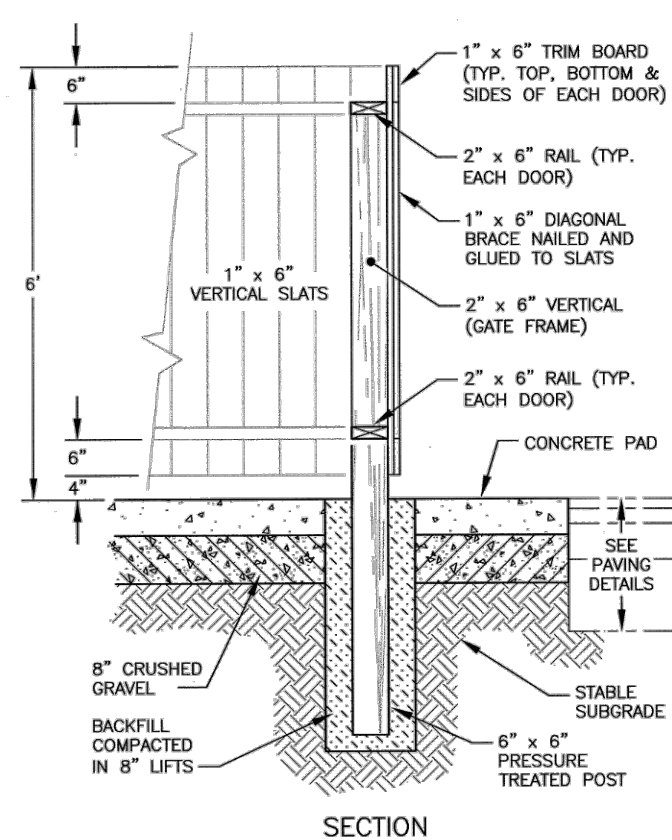


CONCRETE SIDEWALK DETAIL
(NTS)

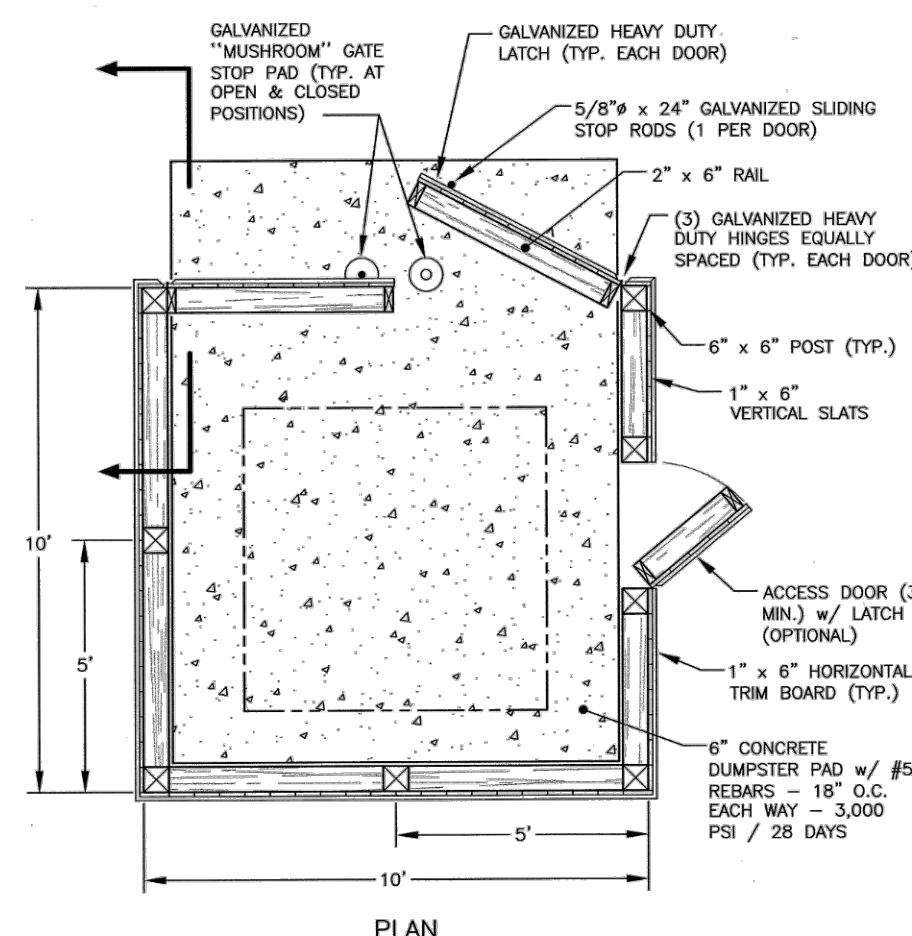
- SIDEWALK NOTES:**
- CROSS SLOPE 1% - 2% TRAVEL SLOPE 5% (MAX)
 - 3,500 PSI CONCRETE REINFORCED WITH FIBERMESH OR WELDED WIRE 6X6-W2.9XW2.9
 - 1/4" W X 3/4" DEEP CRACK CONTROL JOINTS @ 10' O.C.
 - 1/4" - 1/2" GASKETED EXPANSION JOINTS @ 50' O.C.
 - PROVIDE KEY AT CONSTRUCTION JOINTS.



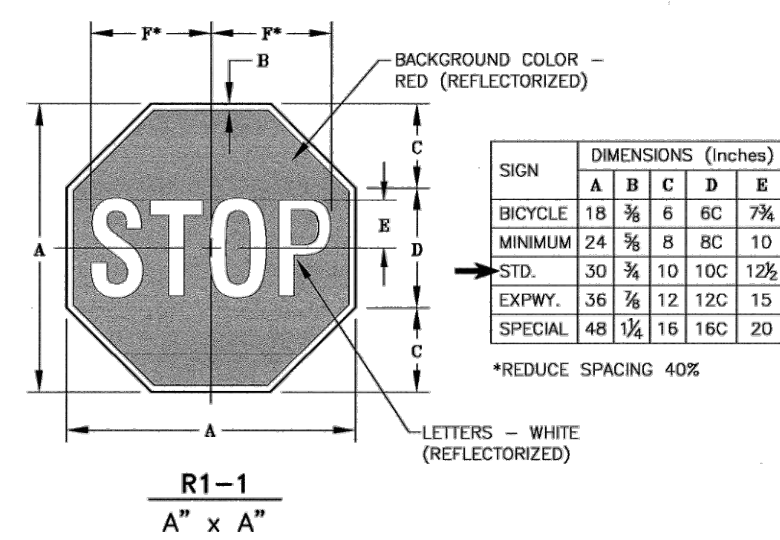
PROTECTIVE BOLLARD DETAIL
(NTS)



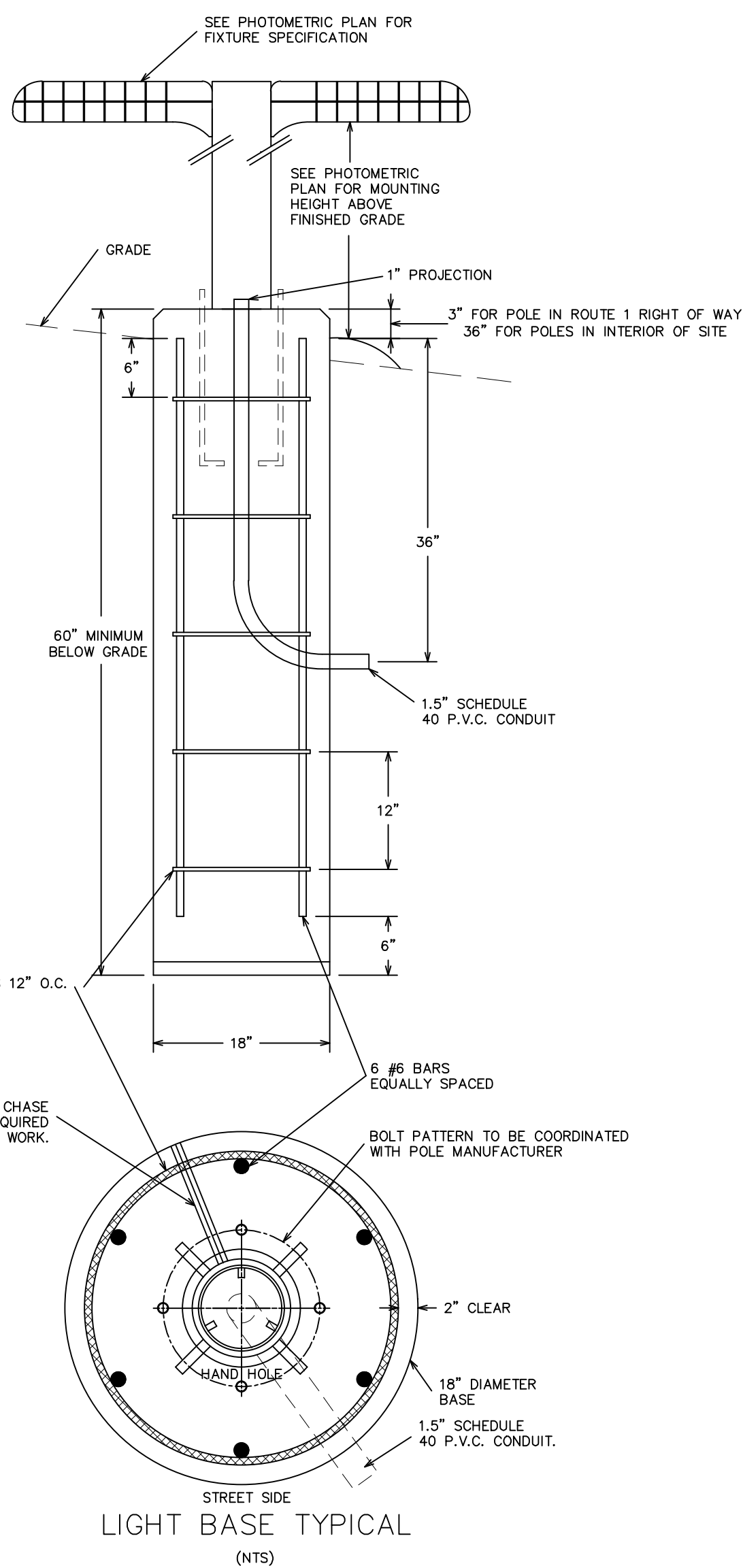
- NOTES:**
- FENCING SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE. POSTS SHALL BE PRESSURE TREATED FOR IN GROUND USE.
 - ALL METAL FITTINGS AND FASTENERS SHALL BE HOT DIP GALVANIZED.
 - ALTERNATE DESIGNS & MATERIALS MAY BE USED IF CONSTRUCTION DRAWINGS ARE PROVIDED TO, AND APPROVED BY, THE BUILDING INSPECTOR.



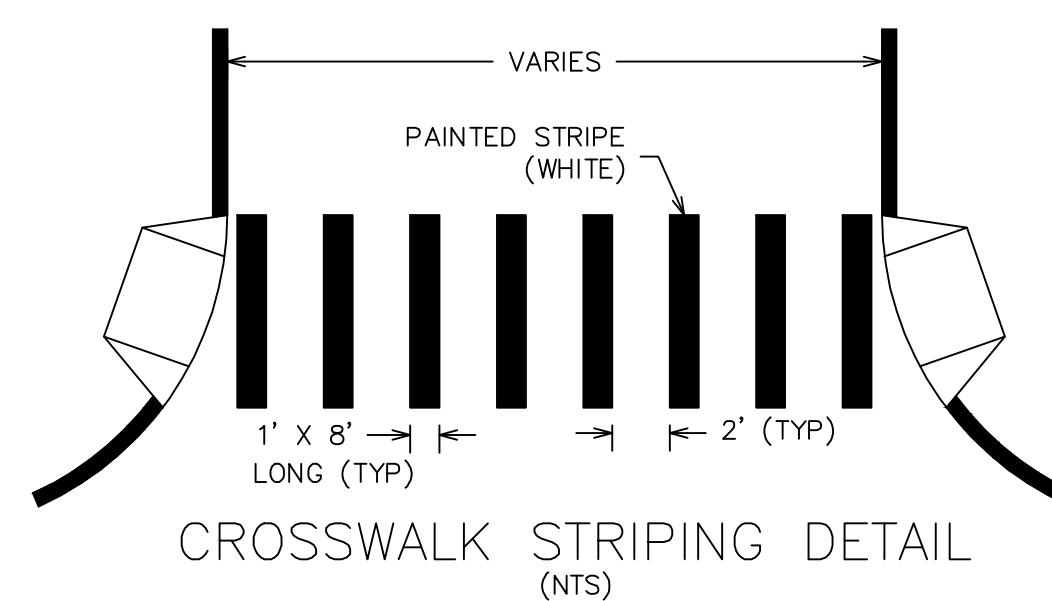
DUMPSTER ENCLOSURE DETAILS
NTS



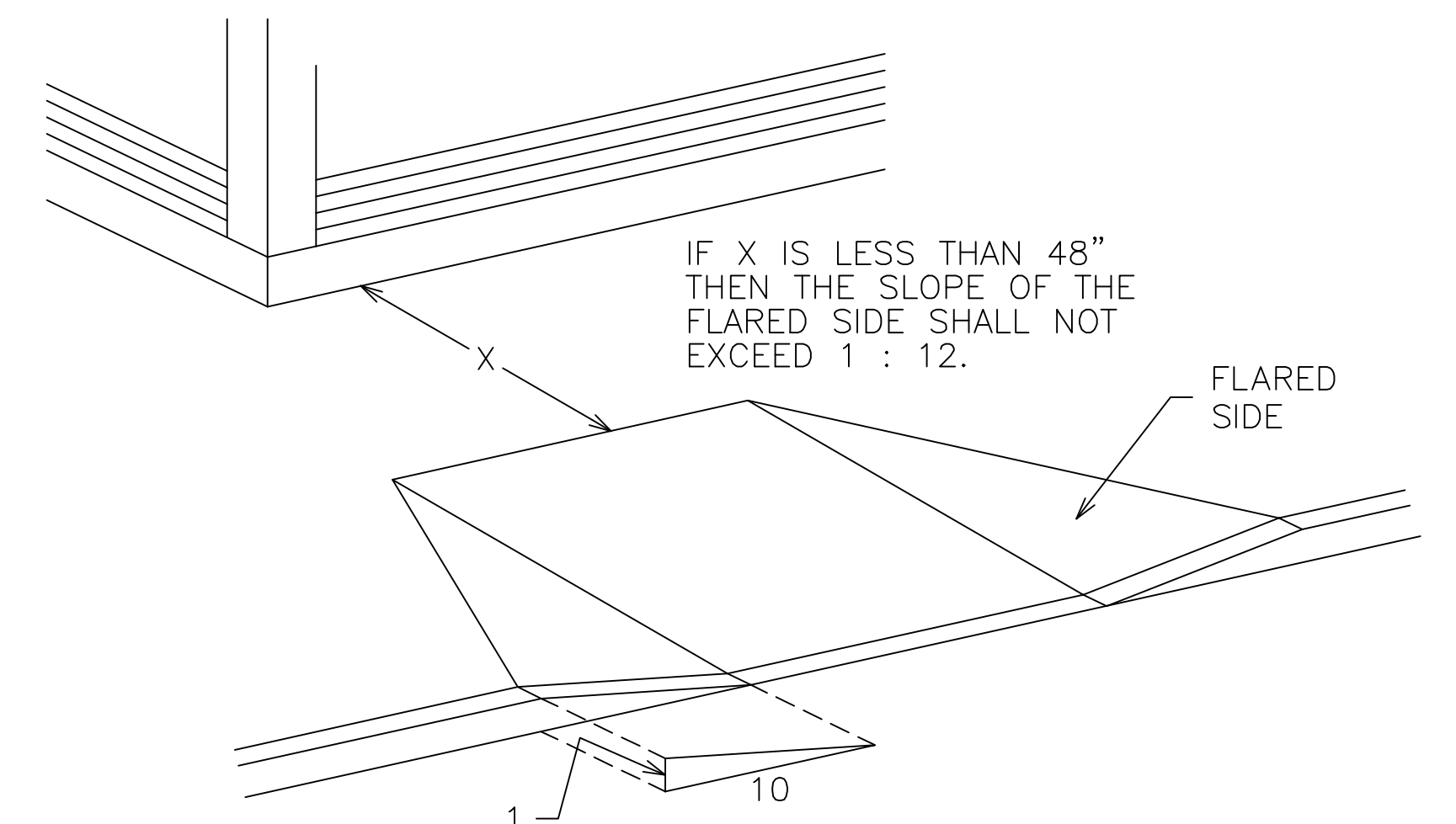
STOP SIGN DETAIL
NTS



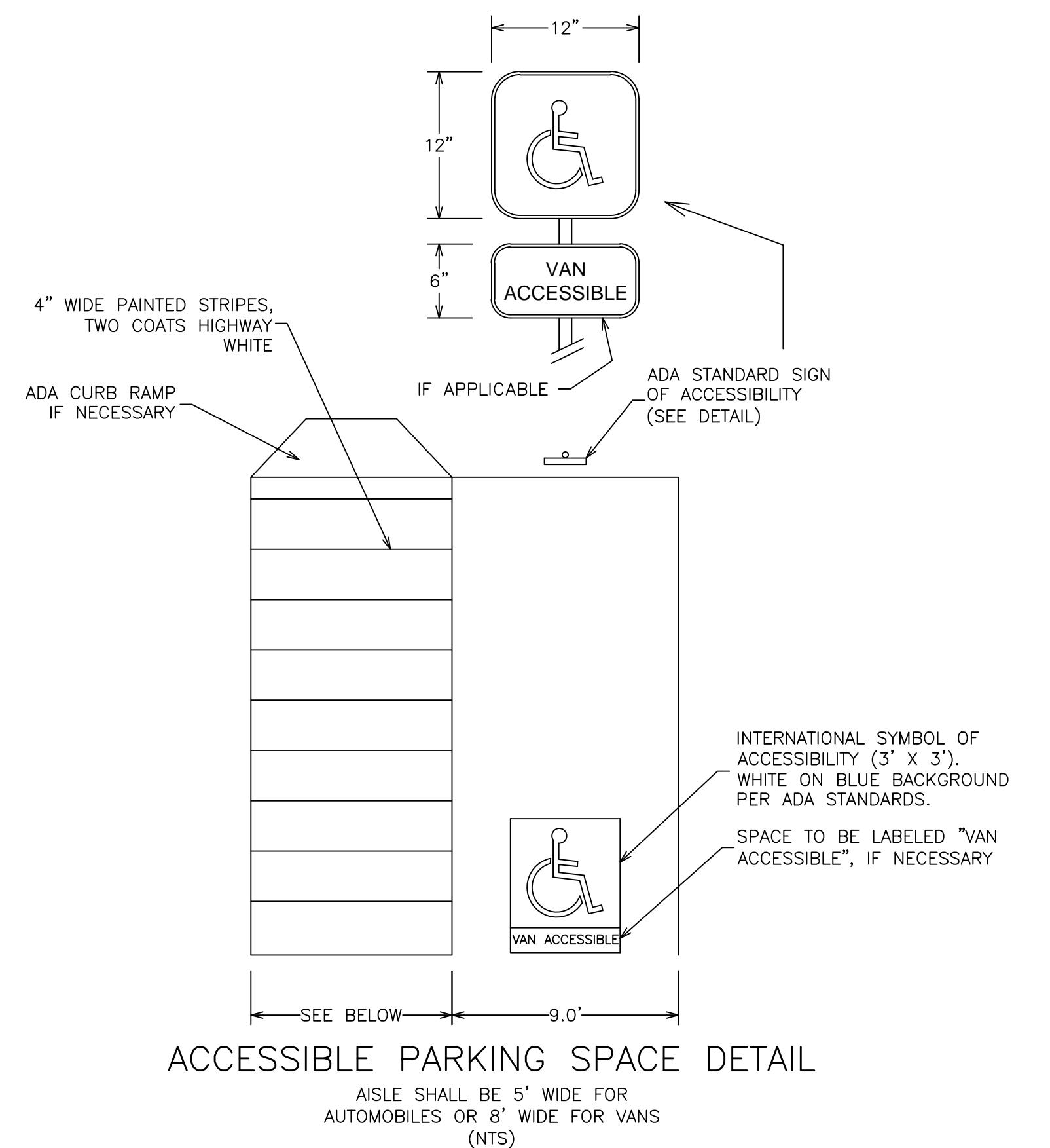
LIGHT BASE TYPICAL
(NTS)



CROSSWALK STRIPING DETAIL
(NTS)

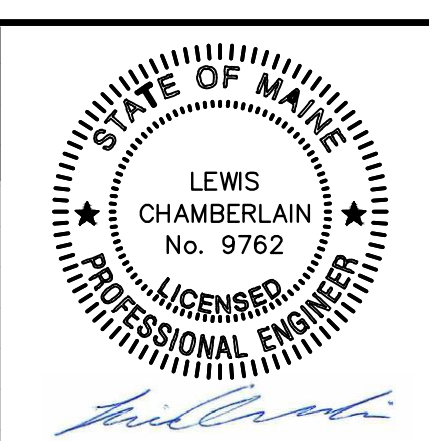


ADA CURB RAMP WITH FLARED SIDES
(NTS)



ACCESSIBLE PARKING SPACE DETAIL
AISLE SHALL BE 5' WIDE FOR AUTOMOBILES OR 8' WIDE FOR VANS
(NTS)

NO.	DESCRIPTION	DATE



SITE DETAILS
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

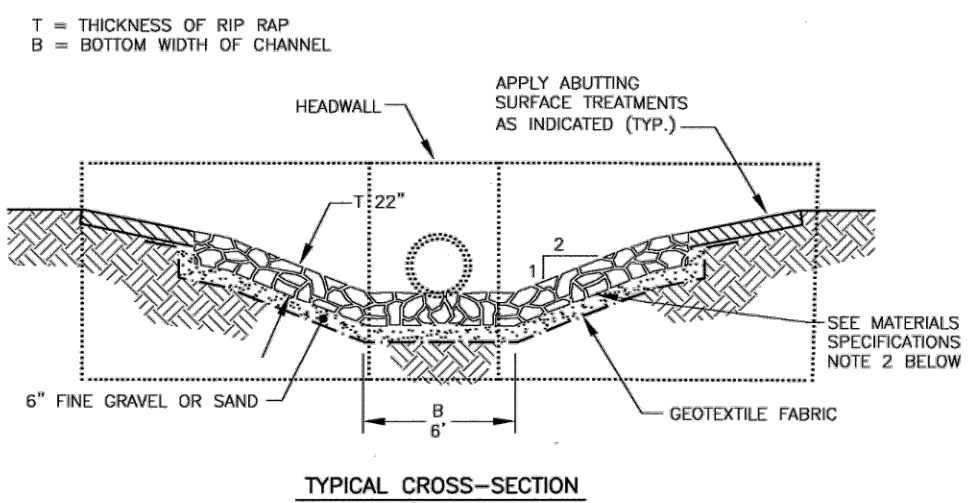
FOR: JAR CANNABIS CO.
P.O. BOX 404
STANDISH, ME 04084

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

SCALE: AS NOTED
DATE: 9/28/22

APPROVED BY: [Signature]
DRAWN BY: LMC
REVISION: DATE
- : -

JOB NO: C341-22 FILE: MAC_7_DET.DWG SHEET 7



RIPRAP GRADATION TABLE		
RIPRAP - 3"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		4.5 TO 6
85		3.9 TO 5.4
50		3 TO 4.5
15		0.9 TO 1.5
RIPRAP - 4"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		6 TO 8
85		5.2 TO 7.2
50		4 TO 6
15		1.2 TO 2
RIPRAP - 6"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		9 TO 12
85		7.8 TO 10.8
50		6 TO 9
15		1.8 TO 3
RIPRAP - 9"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		13.5 TO 18
85		11.7 TO 16.2
50		9 TO 13.5
15		2.7 TO 4.5

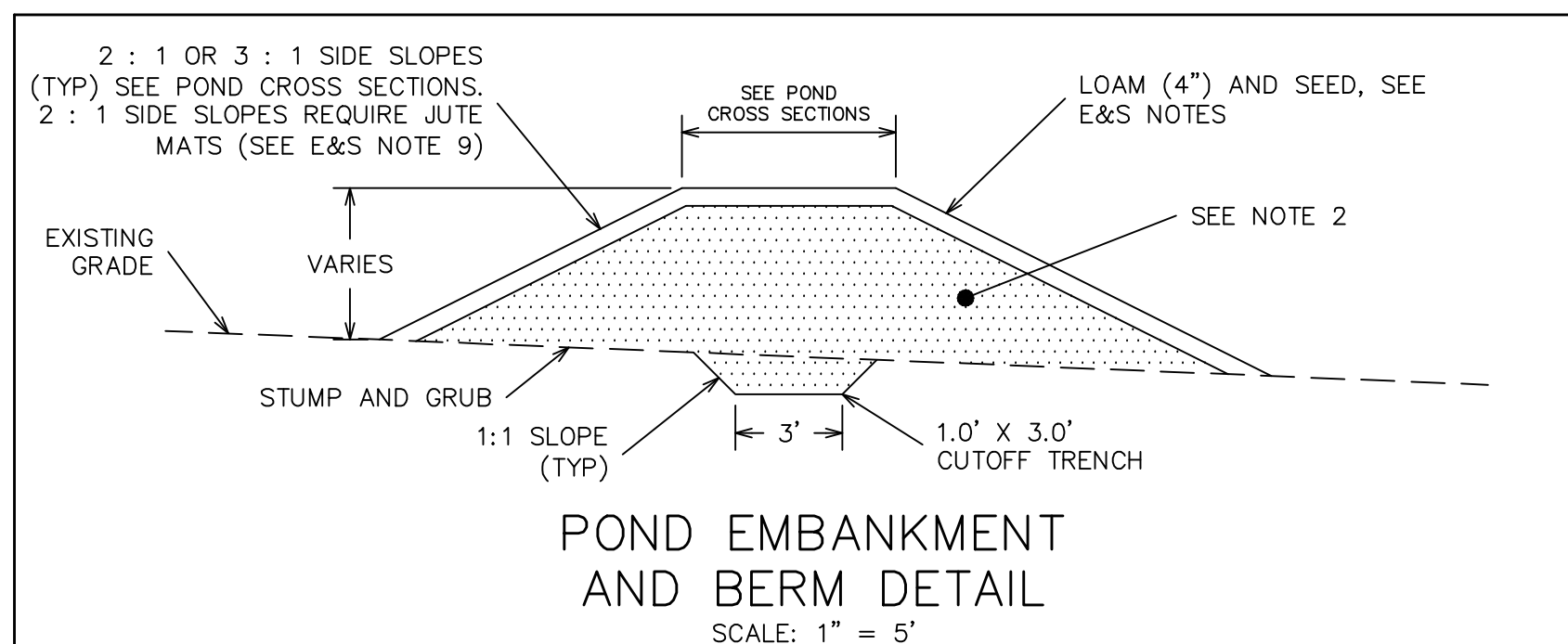
MATERIALS SPECIFICATIONS:

1. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF THE MAINE STORMWATER MANAGEMENT MANUAL FOR ROCK RIP RAP.
2. ANCHOR PINS FOR FABRIC SHALL MEET THE REQUIREMENTS OF THE MANUFACTURER OF THE FABRIC.
3. RIP RAP SHALL BE A WELL GRADED MIX OF DURABLE ANGULAR OR SUBANGULAR STONES. FLAT ROCKS SHALL NOT BE USED FOR RIP RAP.

CONSTRUCTION SPECIFICATIONS:

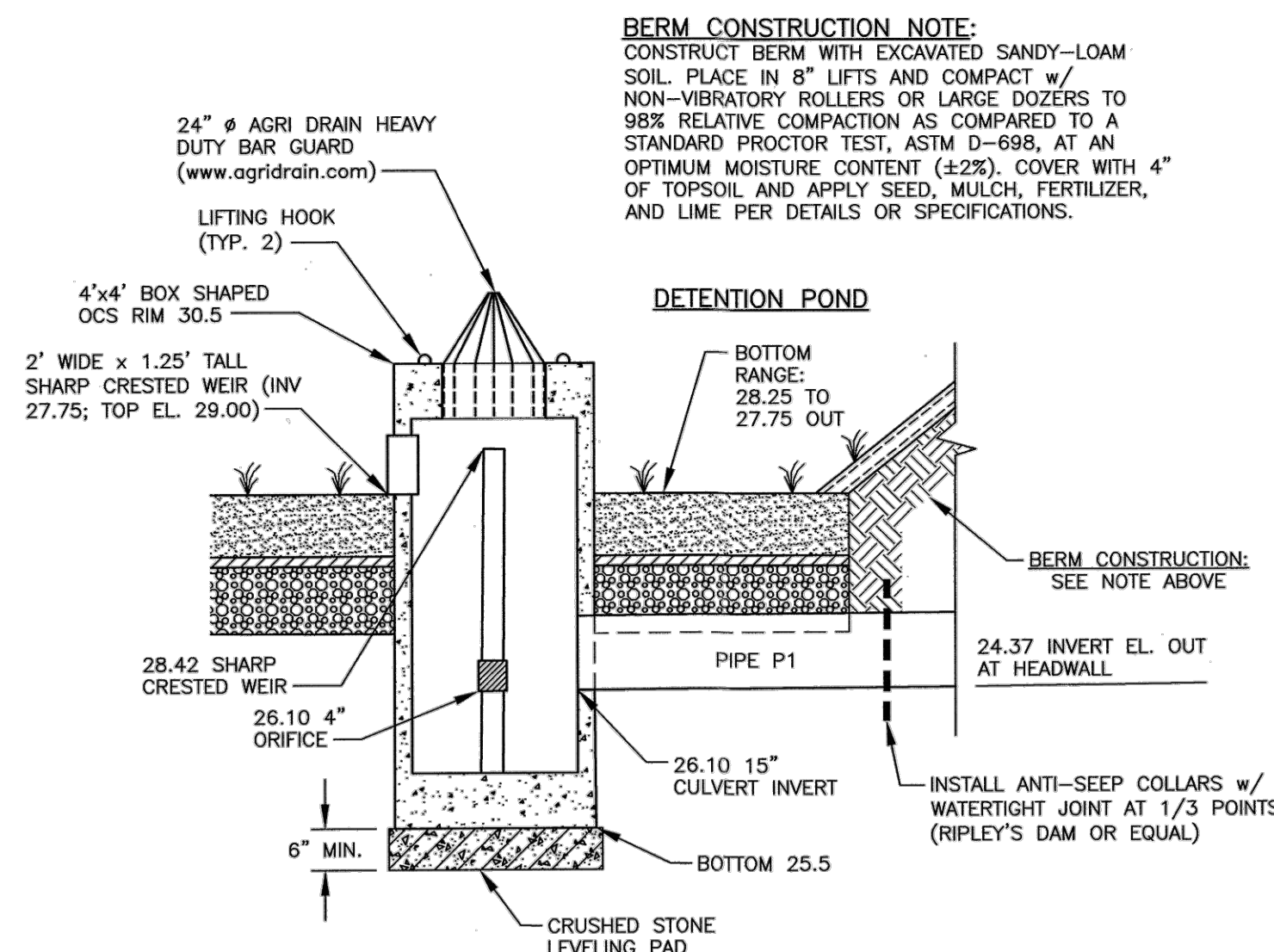
1. THE SUBGRADE FOR THE RIP RAP SHALL BE CLEARED AND GRUBBED TO REMOVE ALL ROOTS, VEGETATION, AND DEBRIS AND PREPARED TO THE LINES AND GRADES SHOWN ON THE PLANS.
2. THE THICKNESS OF THE RIP RAP LAYER (T) SHALL BE 2.25 TIMES THE ROCK DIA AS DETERMINED BY THE METHOD IN BEST MANAGEMENT PRACTICES FOR ROCK RIP RAP.
3. GEOTEXTILE FABRIC SHALL BE PROTECTED FROM PUNCTURES OR TEARING DURING PLACEMENT OF THE ROCK RIP RAP BY PLACING A CUSHION OF SAND OR FINE GRAVEL OVER THE FABRIC. DAMAGED AREAS IN THE FABRIC SHALL BE REPAIRED BY PLACING A PIECE OF FABRIC OVER THE DAMAGED AREA OR BY COMPLETE REPLACEMENT OF THE FABRIC. ALL OVERLAPS REQUIRED FOR REPAIRS OR JOINING TWO PIECES OF FABRIC SHALL BE A MINIMUM OF 12 INCHES.
4. STONE FOR RIP RAP MAY BE PLACED BY EQUIPMENT AND SHALL BE CONSTRUCTED TO THE FULL LAYER THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO PREVENT DISPLACEMENT OF THE UNDERLYING MATERIALS. HAND PLACEMENT MAY BE REQUIRED TO PREVENT DAMAGE TO ANY PERMANENT STRUCTURES.
5. VOIDS IN RIP RAP SHOULD BE FILLED WITH SMALLS AND SMALLER ROCKS.

RIP RAP LINED OUTLET
NTS



EMBANKMENT CONSTRUCTION NOTES

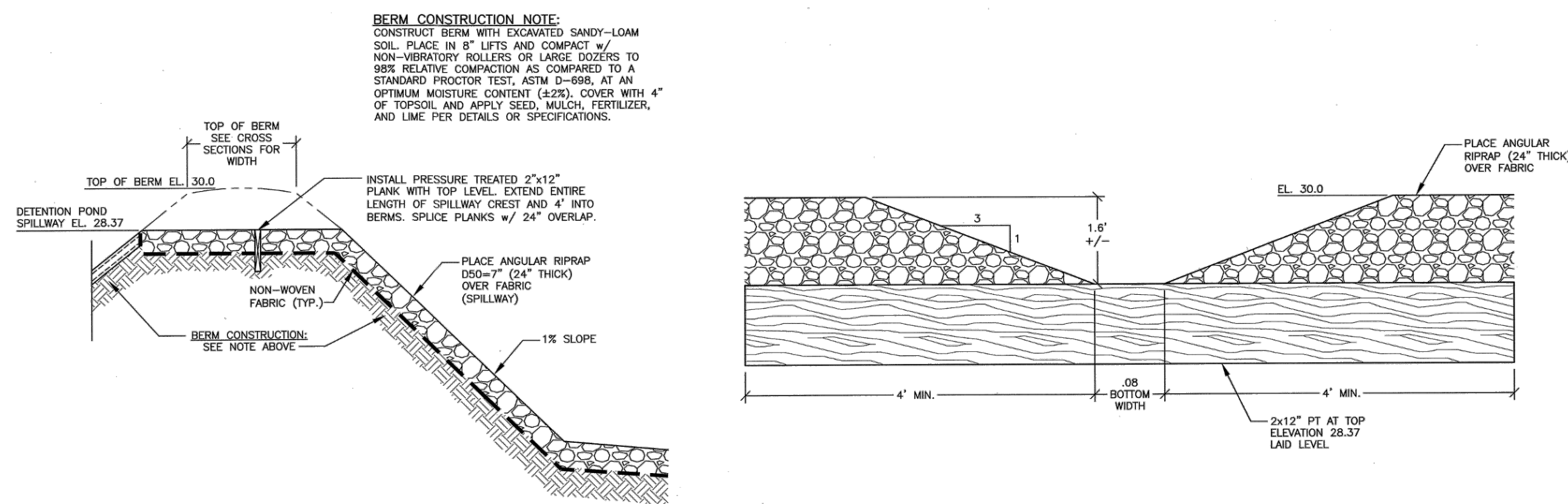
1. ALL ORGANIC MATERIAL, STUMPS, ROCKS AND BOULDERS SHALL BE REMOVED TO A MINIMUM DEPTH OF 24" BELOW SUBGRADE OF THE BASIN EMBANKMENT. ALL EXCAVATIONS BELOW THE BASIN EMBANKMENT SHALL HAVE A MINIMUM SLOPE OF 1H : 1V.
2. ALL BASIN EMBANKMENT FILL MATERIAL SHALL BE WELL GRADED BORROW WITH A MINIMUM OF 20% FINES CONTENT. EMBANKMENT FILL SHALL BE PLACED IN 12" (MAX.) LIFTS AND BE COMPACTED TO 95% MODIFIED PROCTOR. A CUTOFF TRENCH SHALL BE EXCAVATED AS SHOWN PRIOR TO CONSTRUCTION OF EMBANKMENT.
3. DETENTION BASIN AND ALL EXCAVATIONS SHALL BE KEPT FREE OF WATER DURING CONSTRUCTION.



BERM CONSTRUCTION NOTE:
CONSTRUCT BERM WITH EXCAVATED SANDY-LOAM SOIL. PLACE IN 8" LIFTS AND COMPACT w/ NON-VIBRATORY ROLLERS OR LARGE DOZERS TO 98% RELATIVE COMPACTION AS COMPARED TO A STANDARD PROCTOR TEST, ASTM D-698, AT AN OPTIMUM MOISTURE CONTENT (±2%). COVER WITH 4" OF TOPSOIL AND APPLY SEED, MULCH, FERTILIZER, AND LIME PER DETAILS OR SPECIFICATIONS.

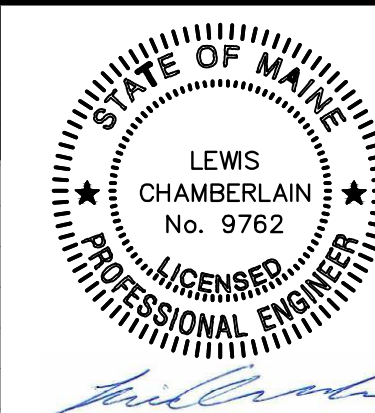
DETENTION POND OUTLET STRUCTURE
NTS

RIPRAP GRADATION TABLE		
RIPRAP - 3"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		4.5 TO 6
85		3.9 TO 5.4
50		3 TO 4.5
15		0.9 TO 1.5
RIPRAP - 4"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		6 TO 8
85		5.2 TO 7.2
50		4 TO 6
15		1.2 TO 2
RIPRAP - 6"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		9 TO 12
85		7.8 TO 10.8
50		6 TO 9
15		1.8 TO 3
RIPRAP - 9"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		13.5 TO 18
85		11.7 TO 16.2
50		9 TO 13.5
15		2.7 TO 4.5



DETENTION POND SPILLWAY DETAIL
NTS

NO.	DESCRIPTION	DATE
	REVISIONS	



SITE DETAILS
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

FOR: JAR CANNABIS CO.
P.O. BOX 404
STANDISH, MAINE 04084

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

SCALE: AS NOTED
DATE: 9/28/22
JOB NO: C341-22

APPROVED BY: LMC
DRAWN BY: LMC
REVISION : DATE
- : -

FILE: MAC 7_DET.DWG
SHEET 8

From: [Joel Pepin](#)
To: [Lew Chamberlain](#)
Cc: [Planner](#)
Subject: JAR - 7 Maclellan
Date: Monday, October 3, 2022 9:11:17 AM
Attachments: [Professional Licensinq & Permitting _ Department of Professional and Financial Regulation.pdf](#)

Lew & Jeff

Attaching a receipt of our re-application for conditional license to the Office of Cannabis Policy.

Our old conditional license for JAR Co. Portland LLC expired last week.

Ryan Roy is not an owner, or principal in JAR Co. Portland LLC. Ryan will operate the medical caregiver retail store on the same property. I have confirmed with OCP that this is compliant for both the medical caregiver retail store and the adult use retail store.

This is the same structure we used in Windham, except it's my caregiver retail store next to an adult use JAR retail store, operated by JAR Co. Windham LLC. I have no ownership in JAR Co. Windham LLC.

Please let me know if you have any questions.

Joel

**MAINE ADULT USE CANNABIS PROGRAM****162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR**Transaction Type: **Apply for a Cannabis Retail Store License** | License: **ADULT USE CANNABIS STORE****Transaction Receipt**

Transaction Details

- Date of Transaction: **10/03/2022 08:56 AM**
- Transaction Number: **3000005-2881762**
- Applicant: **JAR CO. PORTLAND LLC**
- Transaction Type: **Apply for a Cannabis Retail Store License**
- License Type: **ADULT USE CANNABIS STORE**
- License: **AMS**
- Regulator:

MAINE ADULT USE CANNABIS PROGRAM**162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR**

- Fee Paid:
Fees are nonrefundable.

Total: \$0

Application Instructions

This application must be submitted by an **AUTHORIZED BUSINESS REPRESENTATIVE**.

All persons to be listed as principals of the organization must have an Individual Identification Card number issued by the Office of Cannabis Policy **prior** to submitting this establishment license application.

In addition, OCP recommends reading and reviewing the **application instructions document** found on [OCP's Adult Use Applications and Forms page](#) which contains further instruction and definitions relevant to this application.

Documents That May be Uploaded with This Application

As the Authorized Business Representative completing this application, you will be asked for the following documentation in addition to the basic application information. The online application allows for uploading these required documents.

For your protection, this application will time out after 20 minutes of idle time. If more than 20 minutes passes between page refreshes, your session will be disconnected and you will have to start again from the beginning. Please be aware that if you do not have all documents ready, you will be able to upload them at a later time with login credentials provided after this initial submission.

Please have documents ready if you wish to upload them with your online application; otherwise, you will be required to provide them to the Office through the "Upload Outstanding Application Documents" option online, by email to Licensing.OCP@maine.gov, or by mail to MAINE ADULT USE CANNABIS PROGRAM, 162 STATE HOUSE STATION, 19 UNION STREET, FIRST FLOOR, AUGUSTA, ME 04333-0162. This application is not complete and will not be processed until all documentation is provided, including the final notarization to be completed by the Authorized Business Representative. Forms referenced below may be found on [OCP's Adult Use Applications and Forms page](#).

- Maine Adult Use Cannabis Establishment Release of Information form
- Principal Attestation Form for each principal listed
- Business organization documents, if applicable
 - If the business entity is a corporation, a copy of its bylaws and/or operating agreement and stock ledger; or
 - If the business entity is a limited liability company, a copy of its limited liability company agreement and/or operating agreement; or
 - If the business entity is any type of partnership, a copy of the partnership agreement.
- ESOP Agreement, if applicable
- Financial Instruments, if applicable
- Additional Supporting Documentation, if applicable

Prior License Number

Has this entity ever been licensed (either conditional or full license) by the Maine Adult Use Cannabis Program in the past?: **Yes**

If yes, please provide the previous license number: **AMS852**

Applicant Information

Please provide the following information about the organization applying for this license.

Type of Organization: **Limited Liability Company**

Applicant Organization's Legal Name

If the applicant is an organized business, all information provided in the applicant section should match the information on file with the Maine Secretary of State, Bureau of Corporations. If the applicant is a sole proprietor, provide full legal name.

Status: **New**

Legal Name: **JAR CO. PORTLAND LLC**

Doing Business As Name(s)

If applicable, indicate primary trade name or "Doing Business As" name here.

Status: **New**

Name: **JAR CANNABIS CO.**

Applicant Organization Details

Please provide the applicant organization's PHYSICAL address, phone, and email address. Please note that the name you enter here should match the legal name provided above.

Status: **New**

Name: **JAR CO. PORTLAND LLC**

Physical Address: **7 MACLELLEN DR, ELIOT, ME 03903-1422 US**

Phone: **+1 (207) 333-8171**

Email Address: **jnpopin@gmail.com**

Licensing Contact Person

This person will be the Office of Cannabis Policy's main point of contact for all correspondence, including required information missing in this application or supplemental information required later in the application process.

Status: **New**

Name: **JOEL PEPIN**

Address: **50 WOODROW DR, STANDISH, ME 04084-5484 US**

Phone: **+1 (207) 333-8171**

Email Address: **joel@jarcannabis.com**

Compliance Contact Person

This person will be the Office of Cannabis Policy's main point of contact for inspections and other compliance related correspondence and inquires.

Status: **New**

Name: **JOEL PEPIN**

Attention:

Address: **50 WOODROW DR, STANDISH, ME 04084-5484 US**

Phone: **+1 (207) 333-8171**

Email: **joel@jarcannabis.com**

Principals

A principal is natural person who has controlling authority or is in a leading position in the business organization. It also includes any person who operates an adult use cannabis establishment as a sole proprietorship. Other examples include without limitation, officers, directors, managers, and general partners, except that "manager" for the purposes of this definition does not include an employee of a licensee whose managerial responsibilities are limited to staff supervision related to the day-to-day operation of a cannabis establishment.

Note on OCP not enforcing residency requirement: Title 28-B requires that every sole proprietor, officer, director, manager and general partner of a business entity be a natural person who is Maine resident, however OCP is currently not enforcing the residency requirement provision of the statute.

Status: **New**

Individual ID Card #: **IIC118**

Name: **PEPIN, JOEL NELSON**

Role in Establishment: **Manager**

Tax Compliance

Each principal must download, print, and sign the **Maine Revenue Services Authorization to Review and Disclose Status of Tax and Filing Obligations to the Maine Office of Cannabis Policy - Principals Form**. Each principal must submit the completed form to Maine Revenue Services. This form may be found on [OCP's Adult Use Applications and Forms page](#).

Principal Attestation

All persons listed as principals of the organization must complete and attest to the accuracy of the information provided on the **Principal Attestation Form** found on [OCP's Adult Use Applications and Forms page](#). It is the responsibility of each individual principal to supply the completed form to you, the Authorized Business Representative.
OMP_Reg_1-05.12.2020_Joel_Pepin.pdf

Employee Stock Ownership Program

Do you have an employee stock ownership program?: **No**

Ownership

List all natural persons and/or business entities that hold any ownership interest in the organization applying for this license.

Note on OCP not enforcing residency requirement: Title 28-B requires that a majority of the shares, membership interests, partnership interests or other equity ownership interests as applicable to the business entity must be held or owned by natural persons who are Maine residents or business entities whose owners are all natural persons who are Maine residents, however OCP is currently not enforcing the residency requirement provision of the statute.

Status: **New**
Legal Name: **JOEL PEPIN**
Address: **50 WOODROW DR, STANDISH, ME 04084-5484**
Phone: **+1 (207) 333-8171**
% Ownership in the organization applying for licensure: **10.000**
Birthdate: **02/10/1986**
Place of Domicile/Residency: **MAINE**

Status: **New**
Legal Name: **VANESSA PEPIN**
Address: **50 WOODROW DR, STANDISH, ME 04084-5484**
Phone: **+1 (207) 333-9980**
% Ownership in the organization applying for licensure: **32.500**
Birthdate: **12/16/1986**
Place of Domicile/Residency: **MAINE**

Status: **New**
Legal Name: **STEPHANIE ROY**
Address: **22 WHITNEY WAY, RAYMOND, ME 04071-6475**
Phone: **+1 (207) 576-7884**
% Ownership in the organization applying for licensure: **42.500**
Birthdate: **01/07/1988**
Place of Domicile/Residency: **MAINE**

Status: **New**
Legal Name: **ADAM PLATZ**
Address: **876 PERKINS RIDGE RD, AUBURN, ME 04210-9130**
Phone: **+1 (207) 576-5318**
% Ownership in the organization applying for licensure: **15.000**
Birthdate: **09/23/1986**
Place of Domicile/Residency: **MAINE**

Not on file

Financial Interest Holders in the Applicant Organization

List all natural persons and/or business entities having any direct or indirect financial interest in the organization applying for this license, and the nature and extent of the financial interest held by each natural person and/or business entity. Owners previously listed do not need to be duplicated here.

A list of common financial interest holders is provided below. Refer to the definition of Direct or Indirect Financial Interest in the Adult Use Program Rule for further explanation.

- Royalty License Partners
- Employee, Contractor and Other Profit Sharing Arrangements
- Capital Investors and Lenders (i.e., banks, credit unions, and other state- and federally-chartered financial institutions, and private lenders)
- Management Contractors and Consultants
- Franchise Agreements

The financial instrument for each financial interest held must be provided with this application.

Not on file

Co-Location of Adult Use and Medical Cannabis Operations

Note: Maine law prohibits a cannabis store licensee that is also a registered caregiver or a registered dispensary from selling or offering to sell to consumers adult use cannabis and adult use cannabis products within the same facility or building in which the licensee also sells or offers to sell cannabis and cannabis products to qualifying patients for medical use.

Does the applicant intend to co-locate adult use and medical cannabis operations on the same premises?: **Yes**

If yes, provide the Adult Use Establishment Licensee Name and License Number, or the Medical Registered Caregiver or Dispensary Name and Registry Card/Certificate Number.: **THERE WILL BE MEDICAL CAREGIVER RETAIL STORE OPERATING IN A SEPARATE RETAIL UNIT SPACE IN THE SAME BUILDING. RYAN ROY CGR25017 WILL BE THE CAREGIVER OPERATING THE MEDICAL RETAIL STORE.**

Additional Information

Please provide the your website (if known) and proposed physical location of your facility.

Status: **New**

Applicant's Website: **www.jarcannabis.com**

Proposed Municipality: **Eliot**

Track & Trace Administrator Information

Please identify the individual that will serve as your Track & Trace Administrator. An email detailing next steps with respect to training and credentialing with the State's track and trace vendor will be sent to the applicant's Track and Trace Administrator's email address..

Status: **New**

Individual ID Card #: **IIC118**

Name: **PEPIN, JOEL NELSON**

Email Address: **joel@jarcannabis.com (New)**

Email Type: **Track and Trace**

Business Organization Structure Documents

You must provide the following documentation:

- Description of the structure of the business organization;
- If the business entity is a corporation, a copy of its articles of incorporation or articles of organization;
- If the business entity is a limited liability company, a copy of its articles of organization and its operating agreement;
- If the business entity is a general partnership, limited partnership, limited liability partnership or limited liability limited partnership, a copy of the partnership agreement.

Operating Agreement_JAR_Co._Portland_LLC_Executed.pdf

Certificate_of_Formation_-_JAR_CO._PORTLAND_LLC_as_filed_in_Maine_May_8_202013809278.1.pdf

Other Supporting Documentation

Would you like to provide any other documentation that would be helpful to the Office in reviewing your application?: **No, not at this time**

Authorization to Release Information

The Office of Cannabis Policy will confirm all responses in the Character and Fitness portion of the application. If the applicant is a business entity, the Office of Cannabis Policy will confirm all responses in the Character and Fitness portion for every officer, director, manager and general partner of the business entity. The applicant must provide a signed and dated **Authorization to Release Information** in order to allow the exchange of information related to Character and Fitness responses. You may find this form on [OCP's Adult Use Applications and Forms page](#).

OMP_Facility_2-1.23.20_Joel_Pepin.pdf

Affirmation and Consent

- a. I affirm that the entire Maine Adult Use Cannabis Establishment Conditional License Application, statements, attachments, and supporting documents are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed good cause for denial to issue a Maine Adult Use Cannabis Establishment Conditional License by the Department.: **Agree**
- b. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of the Maine Adult Use Cannabis Establishment Conditional license. I affirm that I am voluntarily submitting this application to the Department of Administrative and Financial Services, Office of Cannabis Policy, and hereby authorize the Department to conduct a complete investigation into the truthfulness of the responses, using whatever legal means they deem appropriate.: **Agree**
- c. I understand I am responsible for knowing and complying with all state laws and regulations governing Adult Use Cannabis pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder. I understand I am being made aware of the laws and regulations governing the Adult Use Cannabis Program and agree to comply with them, and all other applicable laws and regulations.: **Agree**
- d. I understand that I must pay a fee to obtain a Maine Adult Use Cannabis Establishment license, in addition to the application fee due with this Maine Adult Use Cannabis Establishment Conditional License Application, as well as at the time of an annual renewal.: **Agree**
- e. I understand that if I have not completed my Maine Adult Use Cannabis Establishment Conditional License Application within one year of first submission, that application is considered abandoned, and I must reapply.: **Agree**
- f. I understand the Department does not mail out a renewal application; and therefore, I am responsible for obtaining and submitting an application to renew my Adult Use Cannabis Establishment license prior to its expiration. I understand that in order to avoid unnecessary delays in issuance of a renewal license, the renewal application should be submitted no later than 30 days prior to the expiration date.: **Agree**
- g. I understand that Maine Adult Use Cannabis Establishment licenses are valid for one year from the date of issuance. The Maine Adult Use Cannabis Establishment license shall be renewed on forms provided by the Department in accordance with the fee schedule. I understand that if I allow the Maine Adult Use Cannabis Establishment license to expire for even one day and then reapply, I must submit a new application along with the original application fee.: **Agree**
- h. I understand I am responsible for notifying the Office of Cannabis Policy, in writing, upon any change in name, residence address, mailing address, or phone number, since all correspondence will be sent to my last known address. Failure to notify the Office of Cannabis Policy could result in not receiving my physical license, legal notices, and other correspondence.: **Agree**
- i. I understand that I shall not by any means interfere with, obstruct, or impede, the Office of Cannabis Policy or its employees or investigators in exercising their official duties pursuant to the authority in Title 28-B and rules promulgated thereunder.: **Agree**
- j. I understand that a Maine Adult Use Cannabis Establishment license issued by the Office of Cannabis Policy is a revocable privilege, and that the burden of proving an Applicant's qualifications for a Maine Adult Use Cannabis Establishment license rests at all times with the Applicant.: **Agree**
- k. I understand in order to access or input data into the State's inventory tracking system, I must possess a valid Individual Identification Card and agree to follow all the rules and guidelines set forth for the use of this system.: **Agree**
- l. I understand that this application is not complete and will not be processed until all required parties submit to have fingerprints taken and to a criminal history record check.: **Agree**
- m. I understand that I may appeal an application denial pursuant to the Maine Administrative Procedure Act, 5 MRS, chapter 375.: **Agree**

Signature

Any information contained within this application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Representative's Signature: **Joel Pepin**

Review of Application Materials

For your convenience, you may submit this online transaction and initiate the application process while you are still gathering all required documentation. However, **your application will not be reviewed until the Office of Cannabis Policy has received ALL pertinent documents.**

For each application requirement listed below, please confirm whether you plan to submit further documentation either via mail/email or by uploading at a later time using the "Upload Outstanding Application Documents" option on the Main Menu:

Attestation forms from **ALL** Principals: **I have provided all principal attestations**

Financial Instrument(s): **I have provided all financial instruments**

Business organization documents for applicant and all business owners: **I have provided all business organization documentation**

Other Supporting Documentation (optional): **I have provided all other optional documentation**

Fee Notice

The Office of Cannabis Policy will send you an email with a Notice of Application Fee attached. In order for your application to be considered, the Office of Cannabis must receive your application fee. The Office of Cannabis Policy will accept application fees by cashier's check or money order made payable to the Treasurer, State of Maine in person or at our mailing address: Office of Cannabis Policy, 162 State House Station, Augusta, Maine 04333-0162.

Attest & Agree

Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I hereby certify that the information provided on this application is true and accurate to the best of my knowledge and belief.

Questions about this service? Contact MAINE ADULT USE CANNABIS PROGRAM at: (207) 287-3282 or email: Licensing.OCP@maine.gov

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Joel Pepin <joel@jarcannabis.com>

Eliot Question

3 messages

Joel Pepin <joel@jarcannabis.com>

Tue, Oct 4, 2022 at 10:33 AM

To: "Randall, Christina" <Christina.Randall@maine.gov>

Tina,

Looking to see if you can help me with something.

JAR is in the process in Eliot of applying for local approval for an adult use marijuana store and a medical caregiver store.

We are proposing for Ryan Roy to operate the medical caregiver store. He currently does not operate one. We are also proposing for JAR Co. Portland LLC to operate an adult use marijuana on the same property, in a different commercial unit. Ryan Roy had no ownership in JAR Co. Portland LLC.

Would this be allowable by OCP? Same type of thing we did in Windham where my caregiver storefront is.

--

Joel Pepin
Co-Founder
JAR Cannabis Co.
(207)333-8171
www.jarcannabis.com

Randall, Christina <Christina.Randall@maine.gov>

Tue, Oct 4, 2022 at 10:36 AM

To: Joel Pepin <joel@jarcannabis.com>

Good Morning Joel,

There is nothing in the OCP statute or rule that would prohibit the scenario below. As long as there is no co-location and as long as the medical caregiver store has separate ownership from the AU retail store our rules do not prohibit this.

Best/

Christina Randall

Chief Licensing Investigator | Office of Cannabis Policy

Maine Department of Administrative and Financial Services

#162 State House Station | Augusta, ME 04330-0162

Cell: (207) 530-2228 | Fax: (207) 287-2671



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From: Joel Pepin <joel@jarcannabis.com>**Sent:** Tuesday, October 4, 2022 10:33 AM**To:** Randall, Christina <Christina.Randall@maine.gov>**Subject:** Eliot Question

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

10/4/22, 10:51 AM

JAR Co Mail - Eliot Question

[Quoted text hidden]

Joel Pepin <joel@jarcannabis.com>
To: "Randall, Christina" <Christina.Randall@maine.gov>

Tue, Oct 4, 2022 at 10:51 AM

Thank you for the clarification.
[Quoted text hidden]

From: [Illian, Randy](#)
To: [Planner](#)
Subject: RE: 7 Maclellan - traffic study
Date: Monday, October 3, 2022 12:22:33 PM

Jeff,

Based upon the TIA, I agree that this development does not trigger the requirement for a TMP.

Randy Illian, P.E.
Southern Region Traffic Engineer
Maine Department of Transportation
Scarborough, ME
tel: (207)885-7000
fax: (207)883-3806
he / him

From: Planner <jbrubaker@eliotme.org>
Sent: Tuesday, September 27, 2022 8:16 AM
To: Illian, Randy <Randy.Illian@maine.gov>
Subject: FW: 7 Maclellan - traffic study

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Randy, FYI. This TIA is for 7 McClellan Ln. in Eliot, proposed mixed-use retail/office development including a marijuana store and existing marijuana products manufacturing use. Can you review?

Jeff Brubaker, AICP
(207) 439-1817 x112

From: Lew Chamberlain <Lew@attarengineering.com>
Sent: Tuesday, September 27, 2022 7:44 AM
To: Planner <jbrubaker@eliotme.org>
Subject: 7 Maclellan - traffic study

Morning Jeff-
See attached for your review.
Thanks,
Lew

Attar Engineering, Inc.
1284 State Road
Eliot, ME 03903
Ph. (207) 439-6023
Fax (207) 439-2128

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
 From: Jeff Brubaker, AICP, Town Planner
 Cc: John Chagnon, PE, LLS, Ambit Engineering, Applicant’s Representative
 Josh Seymour, Applicant
 Date: October 14, 2022 (report date)
 October 18, 2022 (meeting date)
 Re: PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary – Sketch Plan Review – **Sketch Plan Review**

Application Details/Checklist Documentation	
✓ Address:	143 Harold L. Dow Hwy.
✓ Map/Lot:	23/25
✓ PB Case#:	22-13
✓ Zoning:	Commercial/Industrial (C/I) District
✓ Shoreland Zoning:	None
✓ Owner Name:	Tim Pickett
✓ Applicant Name:	Green Truck Farms 7, LLC
✓ Proposed Project:	Marijuana Store and Medical Marijuana Dispensary
Application Received by Staff:	June 3, 2022
✓ Application Fee Paid and Date:	\$300 (SP Amend.: \$100; Chg. of Use: \$25; PH: \$175) June 8, 2022
✓ Application Sent to Staff Reviewers:	June 30, 2022
✓ Application Heard by PB Found Complete by PB	August 2, September 20, and October 18 (scheduled), 2022 TBD
Site Walk	TBD
Site Walk Publication	TBD
Public Hearing	TBD
Public Hearing Publication	TBD
Deliberation	TBD
✓ Reason for PB Review:	Site Plan Amendment, Change of Use, Marijuana Establishment, Medical Marijuana Establishment

10/18/22 update: The primary focus of this continued sketch plan review is the status of residential use at 150 HL Dow Hwy. and its relation to the “500 foot rule” in 33-190(5)b. No new site plan material has been submitted by the applicant. Attached is a September 20, 2022, Memorandum from the applicant’s attorneys and my response.

Recommendation

I recommend that the PB make a motion on the sketch plan application per 33-101, which states:

The planning board shall determine whether the sketch plan which is required in this article complies with this article and with other municipal ordinances and policies, and it shall, where it deems necessary, make specific suggestions in writing to be incorporated by the developer in his subsequent submissions.

Two motion templates are below for the PB's consideration. I recommend the first one.

Motion templates

Sketch plan noncompliance determination (recommended)

Motion to determine that the PB22-13 sketch plan, as currently drawn, does not comply with Section 33-190(5)b of the Town Code. The sketch plan proposes a marijuana store and medical marijuana dispensary within 500 feet of the lot lines of a residential property. In support of this determination, the Planning Board issues the following findings of fact:

1. The lot line of 150 Harold L. Dow Hwy. (Map 30, Lot 3, hereinafter "150 HL Dow") is within 500 feet of the proposed location of the marijuana store/medical marijuana dispensary building.
2. The Town records include a building permit issued in 1977 for 150 HL Dow that approves a residential use, in addition to an office use, for the building on the property (hereinafter the "mixed-use building").
3. Town property records indicate both a current residential use with apartment units, and a building design/style that includes residential use, including the presence of bedrooms.
4. Section 45-192(b) states: "The code enforcement officer may permit accessory uses and structures for existing residential use in the commercial/industrial district. Dimensional standards shall be the same as those for the suburban district in section 45-405."
5. The mixed-use building has had several commercial uses on the first floor through the years. However, no documentation presented to the Planning Board in this review show that the property owner specifically requested to cease the residential use on the second floor.
6. The Applicant has presented documentation showing that in 2008, a tenant of one of the apartment units needed to vacate the unit.
7. The 150 HL Dow property owner has conveyed to the Planning Board that they believe the residential use has continued.
8. No documentation has been presented to the Board wherein a Code Enforcement Officer deemed the 150 HL Dow residential use to have discontinued per Section 45-193(a).
9. No documentation has been presented to the Board clearly indicating that the 150 HL Dow residential use has been discontinued for one year.
10. The burden of proof is on the Applicant to show how they are meeting all applicable land use regulations.
11. The Planning Board is not a code enforcement body, and it does not have the ability to reclassify the use of a property as part of a review of a different property.

12. The Planning Board includes by reference the whole of the record presented to it to date, including, but not necessarily limited to, the Town Attorney's September 20, 2022, email; correspondence from the Town Planner; correspondence from the Applicant, Applicant's attorneys, and other representatives; and correspondence from the public.
13. After weighing the full record, the Planning Board believes the preponderance of evidence warrants a reasonable conclusion that 150 HL Dow should be considered a residential property with respect to a review of the PB22-13 application's compliance with Section 33-190(5)b.

Sketch plan compliance determination (not recommended)

Motion to determine that the PB22-13 sketch plan, as currently drawn, complies with all applicable requirements in the Town Code. Specifically regarding Section 33-190(5)b, which has been a focus of this review, the sketch plan proposes a marijuana store and medical marijuana dispensary within 500 feet of the lot lines of the property at 150 Harold L. Dow Hwy. (Map 30, Lot 3, hereinafter "150 HL Dow"), which the Planning Board deems to not be a residential property. In support of this determination, the Planning Board issues the following findings of fact:

1. The Applicant has provided documentation of previous Planning Board applications for 150 HL Dow involving changes from one commercial use to another. These applications, since they did not specifically request continuance of a residential use, may be interpreted as implicitly ceasing residential use.
2. Maine court precedent strictly construes ordinance provisions allowing continuation of nonconforming uses, and liberally construes ordinance provisions limiting the same.
3. Residential uses in the Commercial-Industrial zoning district are mostly not allowed, with some exceptions, such as Section 45-192(b).
4. The Planning Board has the power to reclassify a property's use, even as part of a review of a different property.
5. The Applicant has presented documentation showing that in 2008, a tenant of one of the apartment units needed to vacate the unit.
6. The burden of proof is on the Planning Board to show that the 150 HL Dow residential use has not been discontinued for one year, per Section 45-193(a). No such proof has been provided.
7. The Applicant has "rebut[ted] the contention" of the Town Planner that family memories of living on the 150 HL Dow property conveyed to the Planning Board by the property owner are "relevant to the dispute at hand" (see September 20, 2022, memo from Attorney Giordano, p. 3).
8. The Planning Board includes by reference the whole of the record presented to it to date, including, but not necessarily limited to, the Town Attorney's September 20, 2022, email; correspondence from the Town Planner; correspondence from the Applicant, Applicant's attorneys, and other representatives; and correspondence from the public.
9. After weighing the full record, the Planning Board believes the preponderance of evidence warrants a reasonable conclusion that 150 HL Dow should not be considered a residential property with respect to a review of the PB22-13 application's compliance with Section 33-190(5)b, and that the Application is in compliance with that paragraph.

PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary – **Sketch Plan Review**

The Planning Board also determines that other applicable provisions of the Town Code have been met by the sketch plan.

Respectfully submitted,

Jeff Brubaker, AICP
Town Planner

MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION

To: Michelle DelMar, Esq.

From: REED & GIORDANO, P.A.
Philip M. Giordano, Esq.

Dated: September 20, 2022

RE: Application for Dispensary Located at 150 Harold L. Dow Highway (the “Property”) and Response to the September 15, 2022 Letter from Jeff Brubaker, Town Planner

INTRODUCTION

This Memorandum is in regards to the September 15, 2022 letter from Jeff Brubaker concerning the property located on 150 Harold L. Dow Hwy, Eliot, Maine (hereinafter the “Property”) and this office’s August 8, 2022 memorandum responding to the Town of Eliot planning board meeting. The history and context of this issue is as follows: The Property, built in 1970, exists within the Commercial-Industrial (CI) zone as designated by the Town of Eliot (hereinafter the “Town”) in Maine, which prohibits any residential property to be built within its limits. The Town has contended, however, that Nancy Shapleigh, the current owner of the Property, maintains a lawful nonconforming residential use of the Property in conjunction with its commercial use, which thus prohibits Joshua Seymour from constructing a cannabis dispensary within 500 feet of the Property per Zoning Ordinance § 33-190(5)(b). The Town’s Letter to Michelle DelMar, Esq., dated August 1, 2022 (the “August 1st Letter”) is attached hereto as **Exhibit A**. On August 2, 2022, the Town held a planning board meeting which concerned the Property, but ultimately left the issue of whether Mr. Seymour could build his cannabis dispensary undecided. This office’s memorandum detailing the planning board meeting is attached hereto as **Exhibit B**. On September 15, 2022, Jeff Brubaker, the Town Planner, delivered a letter in response to our memorandum on behalf of the Town which outlines various arguments against the construction of Mr. Seymour’s business. The September 15, 2022 letter titled “PB22-13: 143 Harold L. Dow Hwy. – Site Plan Review and Change of Use – Marijuana Store and Medical Marijuana Dispensary – Response to August 8, 2022, Memorandum from Applicant’s Attorney(s)” is attached hereto as **Exhibit C**.

This Memorandum will be shared with the Planning Board (hereinafter the “Board”) to ensure that Board members and the public have accurate information. Sentences in quotation marks and italics are direct quotes from the September 15th letter from Mr. Brubaker.

ARGUMENT

1. The Town's Arguments As Detailed in Their September 15th Letter Are Insufficient to Rebut the Discontinuance of the Property's Nonconforming Use

The Town has submitted the following arguments in their September 15th letter, to the Applicant by way of his attorney, for reasons to support their denial.

“The burden of proof is on the Applicant to demonstrate how they are meeting all applicable land use regulations.”

The Town provides that is the responsibility of Mr. Seymour to prove that he is in compliance with the ordinance. By way of his initial application, based on knowledge and understanding at that point, Mr. Seymour had full reason to believe that he would have been in full compliance with the ordinance.

It should be noted that Mr. Seymour spoke with a Town official who had indicated he was in compliance with the ordinance. Shortly thereafter, Mr. Seymour invested a nonrefundable \$50,000.00. It was only after this investment that the Applicant was then told that he was not in compliance and would not be permitted to establish his retail store at this location. Mr. Seymour has done his due diligence to determine if an individual or individuals currently reside at the 150 H.L. Dow Hwy residence. As a result, the burden of proof would shift from the Applicant to the Board and/or owner to provide otherwise. At this moment, which is discussed below, neither have met this burden of indicating that anyone currently resides at the Property.

It should also be noted that the Town, in an email on Monday, August 8, 2022, requested we share information to Mr. Widi to work in cooperation in addressing the issue. (See Mon, Aug 8, 2022 at 11:49 AM, Subject: Re: Aug 2nd Planning Board Meeting PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use, attached hereto as **Exhibit D**). However, when the Applicant, by way of his attorney, asked for the birth certificate Mr. Widi presented to the Board, the Board indicated that they did not have to immediately comply. (See Tue, Aug 9, 2022 at 4:42 PM, Subject: RE: Aug 8th Memorandum; Re: Aug 2nd Planning Board Meeting PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use, attached hereto as **Exhibit E**).

The Town has a duty to evaluate objective evidence reasonably, and to demonstrate an absence of bias and favoritism. The Town's request of the Applicant for supporting documents creates an obligation of reciprocity for such documents in the position of the Town . Again, for the Town to determine that Mr. Seymour's assertions are unsupported but refuse to provide relevant information creates a bias and uneven ground for Mr. Seymour to overcome the denial of his application.

“This court precedent is acknowledged. However, the cited court decisions have a categorically different context than [the Property].”

While the Town’s factual breakdown of the precedent our office cites in **Exhibit B** is impressive, it is ultimately misguided in attempting to rebut the argument which we state. The precedent cited is not meant to perfectly analogize the facts of the Property with the facts of these cases, but rather to highlight the attitude of the Maine courts when it comes to nonconforming uses generally.

For example, we cite *Lown v. Town of Kennebunkport* not to argue that the Property is a pier in disrepair, but to show that Maine courts liberally construe what is meant by “discontinued” in the context of a nonconforming use. *See* No. AP-07-007, 2007 WL 4352179 (Me. Super. 2007). In that case, even when a nonconforming pier maintained one of its essential functions, the court found that it was “discontinued” because it lacked a platform, which changed the character of the pier and the degree of its use. *Id.* Here, our contention is that the Property no longer has residents living in the units designated for residential use. While these units still look residential (they have bedrooms and bathrooms, for example), the fact that no one has lived there as a resident for at least a year changes the degree of use and the essential character of these units, constituting a “discontinued” use for residential purposes. *See id.* Per the Town of Eliot’s ordinances, this discontinuance removes the nonconforming residential use of the Property. *See* Eliot Code-Ordinances, § 45-193(a).

Further, we cite both *Town of Windham v. Sprague* and *Farley v. Town of Lyman* to emphasize one simple recurring legal sentiment: Maine courts do not like nonconforming uses. *See* 219 A.2d 548, 552–53 (Me. 1966); 557 A.2d 197, 201 (Me. 1989). While neither case has a fact pattern such as the one that presents itself in this situation, both cases do concern nonconforming uses and the Maine courts’ reluctance to allow them. *Windham* demonstrates that time and time again Maine courts perceive nonconforming use as a “thorn in the side of proper zoning” and as such should be “speedily” abolished as justice will permit. 219 A.2d at 552–53. With this sentiment in mind, it is clear that if the Property does not have any residents living on the premises, the courts would move to speedily dissolve the nonconforming residential use. As discussed further, the lack of evidence that anyone has lived at the Property within the last year strongly supports a finding that the nonconforming residential use has been discontinued.

“On the contrary, those family memories do matter.”

While our office concedes that family memories are meant to be cherished and shared throughout each generation, we must rebut the contention that the family memories shared during the August 2, 2022 Planning Board meeting and cited in the Town’s August 1st letter to Mr. Seymour are relevant to the dispute at hand. These memories cannot be given more weight of authenticity and support of accurate description of the Property than property records themselves. Even if these memories are correct, which the Applicant has not been able to separately view and authenticate, in regards to the photos and video, they do not support whether any currently or has lived at the property in the last year. At the Planning Board Meeting, the grandson of the owner, William Widi, presented to the Board at the town Planning Board meeting on August 2, 2022,

information that based on family photos, videos, and memories of his family living at the Property in the 1970's and 1980's. As well as the fact that his brother, David Widi, was arrested in 2008 at the Property.

As previously discussed multiple times in our memoranda, all that is needed to discontinue a nonconforming use is **one year** of nonuse. *See* Eliot Code-Ordinances, § 45-193(a). William Widi's 1980s photographs still leave about thirty years of the Property's history left unaccounted for. As such, these cherished family memories that the Widi family hold dearly are not dispositive of the issue at hand. The last known time frame that the Widi family had resided at the Property was when David Widi, William Widi's brother, was arrested on a charge of possession of firearms as a felon at the Property in 2008, fourteen years ago. Researching even further, our office has not found any records indicating that someone has resided at the Property within the past year. In fact, the business located at the Property, Full Circle Thrift Store, is permanently closed, so it is not even clear that anything is currently happening at the Property at all.

"...[T]he floor plan on file attached to the conditional use permit application for the flower shop (PB02-05) only covers the first floor of the building. I can see no explicit proposed change to the second floor in the file."

This is a hollow argument, as the same can be said in the reverse. There is also not an explicit indication that the applicants intended to keep the property half residential either.

"[G]iving a fill in the blank too much gravity."

The Town further contends that the forms used and submitted by the owner and then approved by the Town are being held with too much weight by Mr. Seymour. However, "Conditional Use Forms" are how the public is able to understand and identify properties in the town. If the Board expects Mr. Seymour to defend and complete due diligence in the identification of properties, he must rely on public information and records. The AxisGIS, Property Card, and Vision Assessors description all describe the property at 150 Harold L Dow Hwy as a "commercial model" building and an occupancy as an office building. In the September 15 Letter, the Town provides that the Property is a "Comm/Apartment," from the Vision Assessors Description. *See Exhibit C*. However, this is only used to describe the *style* of the Property. The Description describes the model as "Commercial," and the building use is described as an "Office Building." There is nothing that would have or currently leads the Applicant to believe the property is actually a home residence.

Again, the Applicant is acknowledging that Nancy Shapleigh is the owner of the Property, which according to the records, contains an "office building/shed." In their September 15th Letter, the Town provided, "This is correct but is lacking additional context," regarding this information. *See Exhibit C*. It is nonsensical to make this statement when in fact there is support from public records that indicate specifically that this property is no longer being used or even primarily used as a residence. The additional context is the "Conditional Use Forms" and the lack of information

that would otherwise support the Board's assumption that people are currently or within the past year reside at the Property. Furthermore, even though there may be bedrooms listed, there is no indication that these bedrooms are in use.

2. The Property Owners Have Forfeited Their Nonconforming Use if the Property is Deemed Residential

a. The Arrest of David Widi in 2008 Terminated the Nonconforming Use

On November 28, 2008, FBI and ATF agents raided the Property and arrested David Widi, the current occupant of the upstairs apartment, on both possession of firearms and ammunition as a prohibited felon. *See United States v. Widi*, 684 F.3d 216, 218 (1st Cir. 2012)(A copy of the U.S. Court of Appeals for the 1st Circuit is attached hereto as **Exhibit F**); *see* "Police: Eliot 'Weapons Stockpiler' lived above Daycare," Seacoastonline, at <https://www.seacoastonline.com/story/news/2008/12/03/police-eliot-weapons-stockpiler-lived/52176983007/>, is attached hereto as **Exhibit G**. Upon entering, the officers described the apartment as containing "an 'elaborate growing system' for marijuana; numerous marijuana plants; rounds of ammunition on the kitchen counter and numerous guns and weapons throughout Mr. Widi's apartment" *See id.* Upon conviction, Mr. Widi was sentenced to 108 months in prison. *See id.*

From a preliminary review of public documents, it appears that Widi was operating an illicit business - exchanging marijuana for weapons - in an apartment which the Town now claims to have been being used for "residential" purposes. Mr. Widi informed the authorities at that time, that there were no other residents at the Property. From a preliminary review of public documents, a day care appears to have operated on the first floor of the structure, but no other persons "resided" at the building at that time. *See* Certain Pages of Transcript, Detention Hearing, Dec. 3, 2008, attached hereto as **Exhibit H**.

Such operation of Widi's business clearly supersedes any nonconforming residential use of the Property. Additionally, it must be undisputed that any "residential" or "nonconforming use" of the Property in 2008 clearly terminated during the Mr. Widi's term of incarceration.

b. The Property Owner Has Forfeited Nonconformance Due to the Operation of Multiple Home Occupations

As previously mentioned, there is no indication or evidence of there being current residents at the Property. For many years the Property has been used as a real estate office, a daycare center, and driving school. Most recently, the York Region Chamber of Commerce list the Property as the address for the Full Circle Community Thrift Store. **Exhibit I**. The Property is very clearly and primarily being used as a business establishment and building.

Even if the Property was determined to still be a residence, the owners of the Property likely have forfeited their right regarding noncompliance. Specifically, their right to be legally in noncompliance with the zoning ordinance based on the building being identified as a residence.

The Town asserts that the Property is to be identified as a residential property. The Eliot Code of Ordinances defines a residential dwelling unit as “[a] room or group of rooms designed and equipped exclusively for use as permanent, seasonal, or temporary living quarters for only one family at a time, and containing cooking, sleeping and toilet facilities. The term shall include mobile homes and rental units that contain cooking, sleeping, and toilet facilities regardless of the time-period rented. Recreational vehicles are not residential dwelling units.” Eliot Code of Zoning Ordinances, Chp. 1, Sec. 1.2, *Definitions*.

A residential unit does not include accessory dwelling units. “An accessory dwelling unit is not considered an apartment for purposes of this Code. The provisions of this definition relating to accessory dwelling units are retroactive to January 1, 2003. Accessory dwelling unit means a separated living area which is part of an existing or new single family owner occupied residence, and which is clearly secondary to the existing single family use of the home and that meets the requirements of section 45-459. 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.” Eliot Code of Zoning Ordinances, Chp. 1, Sec. 1.2, *Definitions*.

On the basis of the Town’s assertion that the Property is a residential property, it can be determined that the upper level is the dwelling unit. This based on the statements provided by Mr. Widi that his family lived on the top floor of the building. If the top floor is the primary dwelling unit, it can therefore be determined that the bottom floor is an accessory dwelling unit. The bottom level would not be used for living but for an extension of the resident, for their own uses and purposes.

With that being said, because of the location the Property and the type of businesses being conducted, it is determinable that the Property has had Home Occupations existing at this location.

According to the Town of Eliot Zoning ordinance, Home Occupations are limited in who may have, use, and the manner of said occupation. The ordinance states, in relevant part:

“(a) A home occupation or profession is defined as activity customarily carried on within a dwelling unit or accessory structure and clearly incidental to the use of the dwelling unit for residential purposes. It may include hairdressing, millinery, laundering, preserving and home cooking, or the office of a doctor, dentist, lawyer, musician, teacher, architect, real estate broker, computer programmer, or member of any recognized profession. It shall also include any occupation or trade carried on or away from the premises and not requiring outside storage of an inventory, stock in trade, or other equipment... (c) At least one member of a family occupying the premises must be engaged in the occupation...(e) No more than 25 percent of the total area of the principal residential and other structures shall be used for the occupation. (f) Retail or other sales of merchandise on the premises shall not be considered a home occupation...”

Eliot Code of Zoning Ordinances, Sec. 45-455. Home occupations.

This Section clearly states that if an individual maintains a home occupation, they would be in violation of the ordinance if they are not in compliance with descriptions provided. Here, the Property has had occupations that would meet the definition of a home occupation based on the above ordinance description; as there have been day care, driving schools, and real estate offices in the building. However, the permits for these occupations have failed to include at least one member of the family occupying the premises as engaged in the occupation. Also, the occupations compose of the entirety of at least the first floor which would be at a minimum of 50 percent of the total area of the principal residential and other structures shall be used for the occupation. Lastly, retail sales, such as a thrift store, are not considered home occupations and therefore, assumedly, not permitted. The thrift store would be defined as a commercial establishment, with commercial use.

A “commercial establishment means any structure or land or combination used for the sale, purchase, or lease of any goods such as gas stations, restaurants, or grocery stores and services, but not home occupations. Commercial use means the use of lands, buildings, or structures, other than a ‘home occupation,’ defined below, the intent and result of which activity is the production of income from the buying and selling of goods and/or services, exclusive of rental of residential buildings and/or dwelling units.” Eliot Code of Zoning Ordinances, Chp. 1, Sec. 1.2, *Definitions*.

The commercial establishment is not permitted at a residential dwelling at all. The home occupations do not meet the requirements to be allowed in this location with the family or primary residents. Meaning, these occupations and commercial establishment have all been in violation of the ordinance.

Furthermore, the “principal use” of the structure is for commercial or home occupation purposes. All of the Conditional Use forms have been for extension of nonresidential purposes and uses. The Property has had more identifiable businesses than residents. There is a substantial lack of support for the legitimacy of supporting that the Property is being used as a residential dwelling unit as a whole, or even principally.

For the Applicant, this means one of two things. One, the Applicant will be forced to comply with ordinances, while the Board will ignore clear violations, showing bias and favoritism to some members of the community. Individuals who are across the street. Or two, the Applicant will never be able to comply because the Property, its owner, and its home occupants are able to get around what should be a violation because a classification that they are very clearly not supporting.

If the Town were to make the argument that the Property is a mixed used building, the Vision Property Card states the “Mixed Use” is an “Office Building.” **Exhibit J**. Again, not a residence.

3. Conclusion

Based upon the evidence and the legal issues, this Memorandum has come to the same conclusion: upon consideration of the objective evidence, i) the Property is not being used as a “residence,” ii) the Applicant has met its burden of proof for approval of the Application for his cannabis establishment; and iii) the Board reasonably must approve the Application.

In its approval of the Application, the Board also has to reasonably consider: a) that the 150 Harold L Dow Hwy be reclassified as an office building and/or commercial building; b) the Board base the zoning compliance of 143 H.L. Dow Hwy on the basis on the most recent or primary usage/identification..

This Property has been conducting itself as such type for decades and the classification issue has only now arisen. The Property and its owner and business occupants have applied for multiple “conditional use permits” rather than change its identification to the appropriate description. This failure to change, or in reality comply with its own purposes, has resulted in the harm and impact on other members of the Town.

The Board may also consider the issue of zoning compliance of 143 H.L. Dow Hwy on the basis on the most recent or primary usage/identification. As discussed several times, the Property is being used for commercial reasons. If the Board is unwilling to reclassify the location, the decision of the application on the primary usage of the Property. It is easily determinable that the Property is being used for commercial purposes on a regular and rotating basis, and should be treated as such.

Other, new businesses are being prevented from being established, which in turn, is also preventing jobs from being created, and prohibiting tax revenue from being generated. This one “half home” is now impacting the entire community from growth.

Based upon the objective evidence, the Board should approve the Application and the Applicant to move forward with his business development plans, to the benefit of the entire community.

Exhibit “A”



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

August 1, 2022

Michelle L. DelMar, Esq.
DelMar Law Offices
ContactMyLawyer.com

10 Post Office Square
Suite 800-S
Boston, MA 02109 USA

John Chagnon, PE, LLS
200 Griffin Road, Unit 3
Portsmouth, NH 03801

Mr. Josh Seymour
Green Truck Farms 7, LLC
19 Buffum Rd., Unit 6
North Berwick, ME 03906

Subject: PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary – Review Letter 2

Dear Ms. DelMar, Mr. Chagnon, and Mr. Seymour:

This letter responds to various correspondence your team submitted regarding the subject application and its relation to 150 Harold L. Dow Hwy. (Map 30, Lot 3) with respect to the residential use in the building on the property (hereinafter referred to as the “150 HL Dow Building” or “...Property”) and Section 33-190(5)b of the Town Code.

Ms. DelMar’s letter of July 20, 2022, stated that:

it appears there is an error on the Town Property Card for that property. Specifically, there is no current applicable apartment use allowed on the property and such has not been included in any of the multiple applications for that property going back to 1985. The Property Card further indicates code 3400, Office Building 100%.

Ms. DelMar’s email of July 30, 2022, stated: “Please let me know who has authorization to correct the error on the Property Card.” The Town Assessor generally maintains property records. However, I disagree with your assumption that the Property Card in question is necessarily in error.

The Property Card (publicly available via www.axisgis.com/eliotme and included in the August 2, 2022, Planning Board packet) indicates that the building has an apartment use, as “APTS 2 UNITS” is listed for the finished upper story (FUS) in the “Notes” section. Furthermore, five bedrooms are indicated in the “Construction Detail” section.

The Town records include Building Permit No. 862 (see attached), issued by the Town Building Inspector on May 24, 1977, to the current owner (Nancy Shapleigh, then Nancy Boyce), for “Fencing, door, + window alteration/repair of office/home property”. The permit explicitly mentions an “office/home” mixed use. The Property Card indicates that the building was built in 1970. From a review of Town property tax records, it is likely that the building was built, if not in 1970 exactly, then sometime in the early 1970s. As I have stated before, I have heard recollection from the Shapleigh/Widi family of having lived in the building in the 1970s.

The Town’s first zoning ordinance was adopted at a Special Town Meeting on February 8, 1971. This zoning ordinance included provisions allowing for legally nonconforming uses to continue and for variances to be issued via Board of Appeals (BOA) review. It separated the Town into two districts, the General Residence (GR) zone and the Commercial-Industrial (CI) zone, the latter being defined as “extend[ing] parallel to and 1500 feet back from the center line of Route 236...”. The 1982 zoning ordinance is the earliest ordinance I can find to explicitly prohibit apartments in the C/I district, which is clear in Section 207 – Table of Land Uses. However, this ordinance also included Section 402.2, which stated: “The CEO [Code Enforcement Officer] may permit accessory uses and structures for existing residential use in the Commercial/Industrial District. Dimensional Standards shall be the same as those for the Suburban District (Section 305).” (See attached.) A nearly verbatim provision still exists in the Town Code today, in Section 45-192(b).

In summary, the 150 HL Dow Property had a permit granted by the Town Building Inspector in 1977 referencing residential use. Shapleigh/Widi family members have conveyed to me memories of living there in the 1970s. And the Town’s zoning ordinance, by 1982 if not earlier, allowed the CEO to permit “existing residential use” in the C/I District. Based on the preponderance of evidence available to me, it cannot be concluded that the 150 HL Dow Property’s residential use is invalid or illegal, as you imply. In fact, the evidence points to the residential use being specifically permitted and legal. Apartment residences deserve the same protection under the 33-190(5)b rule as other types of residences. Therefore, Comment #3 of my Review Letter 1 continues to apply to your team’s application.

Sincerely,



Jeff Brubaker, AICP, Town Planner

Cc: Planning Board
Philip Saucier, Esq., Bernstein Shur (Town Attorney)
Michael Sullivan, Town Manager
Shelly Bishop, Code Enforcement Officer
Brent Martin, CMA-4, Town Assessor

(attachments)

BUILDING PERMIT NO. 862

ELIOT, MAINE

Owner's Name NANCY BOYCE

Owner's Address RTE 236

Map No. U-21 Lot No. 8B

Location of Property SAME

Date of Permit 24 MAY 77 Estimated Cost

DESCRIPTION

FENCING, DOOR, & WINDOW ALTERATION/REPAIR
OF OFFICE/HOME PROPERTY

Action by:

Planning Board (if required)

Board of Appeals (if required)

[Signature] Bldg. Insp.

TOWN OF ELIOT

ZONING ORDINANCE

\$ 2.00

EFFECTIVE: 11/2/82

205.5 Commercial and Industrial District-

To provide for the public health and safety, environmental quality, and economic well-being of the community;
 To encourage the location of commercial and industrial uses on those lands within the community where such uses are suitable and desirable;
 To provide effective controls on those uses which, by virtue of their size or external effects (waste discharge, noise, glare, fumes, smoke, dust, odors, or auto, truck or rail traffic) could otherwise create nuisances or unsafe conditions; and
 To avoid the blight, congestion, and inconvenience caused by inappropriate and poorly-located development of commercial and industrial facilities.

206 Permitted/Prohibited Uses

The following Section 207 is a Table of Land Uses showing permitted (yes) and prohibited uses (no). Any use not listed is a prohibited use. The letters CEO, PB, and SR are explained in Section 302.

207 Table of Land Uses

Land Uses (abbreviations listed Section 201):	RP	LR	R	S	V	C/I
Agriculture, except animal breeding and care	PB	CEO	yes	yes	yes	no
Animal breeding and care	PB ¹	CEO	yes ¹	PB ¹	PB ¹	no
Apartments	no	PB	no	PB	PB	no
*Aquaculture	PB	PB	yes	yes	yes	no
*Assembly Places	no	no	no	SR	SR	SR
*Auto graveyards	no	no	SR	no	no	no
*Auto repair garages	no	no	no	SR	SR	SR
*Auto service stations	no	no	no	SR	SR	SR
Banks	no	no	no	no	SR	SR
Bath house	no	CEO	CEO	CEO	CEO	no
Bathing beach	PB	CEO	yes	yes	yes	no
* Boarding homes	no	no	no	PB	PB	no
* Boarding kennel	no	no	no	no	no	SR
Boat house	CEO	CEO	CEO	CEO	CEO	no
Bulk oil fuel tanks	no	no	no	no	no	SR ²
Business office	no	no	no	PB ³	PB ³	SR
* Campgrounds	no	no	SR	no	no	no
Cemeteries	no	no	PB	PB	PB	no
Churches	no	no	PB	PB	PB	SR
Clearing	CEO	yes	yes	yes	yes	yes
Clinics	no	no	no	no	no	SR
Clustered housing	no	no	SR	no	no	no
* Commercial establishment (2 or more where allowed)	-	-	-	SR	SR	SR
*(Terms defined in Section 602, Definitions)						

ARTICLE 4 NON-CONFORMANCE

401 General Rule

The use of land, building, or structure, lawful at the time of adoption or subsequent amendment of this Ordinance, may continue although such use does not conform to the provisions of this Ordinance.

402 Non-Conforming Use

402.1 Application for extension or expansion of area or function shall be filed with the Board in the same manner as for a Conditional Use Permit. A non-conforming use may be expanded in area or function by building horizontally or vertically, adding to the volume of business, or increasing the range of goods or services by not more than 25 percent over any 10 year period. The Board shall grant or deny such application for extension or expansion of a non-conforming use, with or without conditions, only after holding a public hearing on the matter. Such application, hearing, and conditions shall be as set forth in Section 508.

402.2 The CEO may permit accessory uses and structures for existing residential use in the Commercial/Industrial District. Dimensional Standards shall be the same as those for the Suburban District (Section 305).

403 Discontinuance of Non-Conforming Use

403.1 A non-conforming use which is discontinued for a period of one (1) year may not be resumed. The uses of the land, building, or structure shall thereafter conform to the provisions of this Ordinance.

403.2 Rule of Precedence - Whenever a non-conforming use is superseded by a permitted use of a structure, or structure and land in combination, such structure or combination of land and structure shall thereafter conform to the provisions of this Ordinance and the non-conforming characteristic or use may not thereafter be resumed.

403.3 Transfer of Ownership - Ownership of land and structures which remain lawful but become non-conforming by the adoption or amendment of this Ordinance may be transferred, and the new owner may continue the non-conforming characteristics or uses subject to the provisions of this Ordinance.

404 Non-Conforming Lots of Record

404.1 A single lot of record which, at the effective date of adoption or amendment of this Ordinance, does not meet the area, road frontage, or setback requirements of the District in which it is located, may be built upon provided that such lot shall be in separate ownership and not contiguous with any other lot in the same ownership, that all other provisions of this Ordinance, shall be met and shall conform with all State laws and regulations.

Exhibit “B”

MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION

To: Michelle DelMar, Esq.

From: REED & GIORDANO, P.A.
Philip M. Giordano, Esq.

Dated: August 8, 2022

RE: Applicant's Response to Various Issues Raised at Town of Eliot Planning Board Meeting, August 2, 2022, Regarding PB22-13: 143 Harold L. Dow Hwy. (the "Marijuana Retail Store Property")¹: Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary

INTRODUCTION

This Memorandum is prepared as preliminary response by the Applicant with respect to the issues raised by the Town Planner and others at the Town of Eliot Planning Board meeting, held on August 2, 2022, and regarding the property located on 150 Harold L. Dow Hwy, Eliot, Maine (hereinafter the "Property") and its nonconforming use for residential purposes. As detailed previously, from all available evidence, documents and information, the Property, built in or about 1970, exists within the Commercial-Industrial (CI) zone as designated by the Town of Eliot (hereinafter the "Town") in Maine, and which prohibits any residential property to be built within its limits. The August 2nd submissions of the Applicant and the legal argument presented by Applicant's counsel, Michelle DelMar, Esq., reinforced the undisputed conclusion regarding the Property and nonconforming use for residential purposes.

FACTS AND BACKGROUND

On August 2, 2022, the Town of Eliot Planning Board convened a meeting to discuss the Marijuana Retail Store Application and considered an alleged "500 ft rule," which would purportedly bar the anticipated construction. A video of the entire meeting can be found online through townhallstreams.com, hereinafter referred to as the "Meeting Video."²

¹ With a limited time frame for review, this Firm has only had an opportunity to conduct a preliminary inquiry into the facts and legal issues presented, and subject to the information and documents provided. Other documents and/or information may lead to a differing conclusion or differing analysis of the legal issues presented.

² https://townhallstreams.com/stream.php?location_id=36&id=46843

At the meeting, Mr. Joshua Seymour, principal of the Applicant, presented the Board with his arguments against the Town's contention that the Property located on 150 Harold L. Dow Hwy is used for residential purposes. Specifically, Mr. Seymour argued that 1) per Sec. 45-193(a) of the Eliot Code of Ordinances, the Property's nonconforming use has been discontinued for more than one year due to an absence of evidence that anyone has lived at the Property since the 1980s; and 2) per Sec. 45-193(b), the Property's nonconforming residential use, if not discontinued, was still superseded by a conforming use starting in 2002 and therefore cannot be resumed. The Applicant and his counsel presented the Board with a Memorandum, with Exhibits, detailing the available evidence and the legal requirements, which require the Board's consideration and approval of the Application. *See* Memorandum, dated August 2, 2022, as submitted at the Planning Board meeting, and as attached hereto as **Exhibit A**.

In response, the Town and its Planner have contended, without probative evidence and primarily relying upon rumor and "family memories," that Nancy Shapleigh, the current owner of the Property, maintains a lawful nonconforming residential use of the Property in conjunction with its commercial use. Unfortunately, a review of the hearing and the arguments presented demonstrates that there is an absence of evidence supporting such conclusion and, as a result, the Planning Board must not deny the Application on the grounds that it does not meet the 500' set back requirement for sensitive uses.

Initially, the Planner relied upon the Town's Correspondence to Michelle DelMar, Esq., dated August 1, 2022 (the "August 1st Letter"), which is attached hereto as **Exhibit B**. By its August 1st Letter, the Planner has reiterated the Town's prior argument, without evidence, and contends that while apartments and other residential areas are prohibited in the CI zone, the Property's residential use pre-dates the earliest ordinance expressly dictating so. *See id.* The Town further references Sec. 45-192 of the Eliot Code of Ordinances which allows The Code Enforcement Officer (CEO) to "permit accessory uses and structures for existing residential use in the commercial/industrial district" to support its claim. Given the alleged residential use of the Property, the Town contends that the proposed plans for the Adult Use Marijuana Retail Store and Medical Marijuana Dispensary set to be built on 143 Harold L. Dow Hwy cannot move forward in the application process or be approved as the ordinances prohibit construction within 500 feet of a residential property. *See* **Exhibit B**.

Additionally, the Town relied upon two Eliot community members to rebut these claims: Mr. Jeff Brubaker, the Town Planner, and Mr. William Widi, the grandson of the owner of the Property. Mr. Brubaker repeated his August 1st Letter to the Board, and maintained that the residential use of the Property is a "legally nonconforming use which has not been discontinued." *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:53:06. Mr. Brubaker further stated that the Change of Use applications filed in 2002, 2003, and 2008 for the property were "immaterial" to the question at hand, and that the "preponderance of evidence presented" suggested that the residential use had not been discontinued by the owner. *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:52:50. Mr. Brubaker argued that the Change of Use applications for the Property needed to explicitly state that the owner intended to change the

residential use of the Property for it to be superseded within the meaning of Sec. 45-193(b). *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:55:55.

For his argument, Mr. Widi provided purported “evidence” that the Property has been used for residential purposes since the 1970s. Mr. Widi provided to the Board photographs and other miscellaneous documents,³ apparently from the 1970’s to 1989, of himself and his family members.⁴ From the Meeting Video, the photographs apparently showed certain individuals at the Property during various functions, including birthdays and graduation parties, but failed to establish that anyone actually resided at the Property. *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:47:30. Mr. Widi also explained that his brother was arrested for growing marijuana at the Property in 2008. *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:48:20. Lastly, Mr. Widi also inaccurately contended that the Change of Use applications for the Property were filed solely for the downstairs units which have been used for commercial purposes, and were not filed to change the residential use of the upstairs units. *See* Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:46:20. The evidence is contrary to the representations of Mr. Widi and the Town of Eliot Planning Board may not properly rely upon such unsworn statements or unreliable, unauthenticated documents.

ARGUMENT

1. The Town Has Not Provided Any Probative Evidence That the Property Has Been Continuously Used for Residential Purposes Since 1970.

First, the evidence provided by the Town at the meeting is insufficient to prove that the Property has been continuously used for residential purposes since the 1970s. To restate, Sec. 45-193(a) of the Eliot Code of Ordinances provides, in pertinent part: “A nonconforming use which is discontinued for a period of one year may not be resumed. The uses of the land, building or structure shall thereafter conform to the provisions of this chapter.” Eliot Code-Ordinances, § 45-193(a). Maine courts have long held that “[n]onconforming uses are a thorn in the side of proper zoning and should not be perpetuated any longer than necessary... The policy of zoning is to abolish nonconforming uses as swiftly as justice will permit.” *Farley v. Town of Lyman*, 557 A.2d 197, 201 (Me.1989) (quoting *Town of Windham v. Sprague*, 219 A.2d 548, 552–53 (Me.1966)). As such, “provisions of a zoning regulation for the continuation of [nonconforming] uses should be strictly construed, and provisions limiting nonconforming uses should be liberally construed.” *Town of Windham v. Sprague*, 219 A.2d at 552. What constitutes as a discontinuance, therefore, has been liberally construed so as to properly limit the bounds of nonconforming uses. *See Lown v. Town of Kennebunkport*, No. AP-07-007, 2007 WL 4352179 (Me. Super. 2007).

³ The Applicant has not been granted an opportunity to test the authenticity of such photographs or other miscellaneous documents, limiting the ability of the Applicant to properly respond to, or to test, such “evidence.”

⁴ The Town has not provided copies of such photographs and related documents to the Applicant or his counsel, thereby limiting the ability of the Applicant to properly respond to, or to test, such “evidence.”

In his arguments, Mr. Brubaker repeatedly alluded to the fact that the Property was granted a building permit in 1977 for residential use, and that because of this it is a legally nonconforming use and prevents the proposed Marijuana Retail Store from being built. *See **Exhibit B***; Eliot Planning Board Meeting Video, dated Aug. 2, 2022, timestamp 1:53. It is undisputed that the Property was, at one point, used for residential purposes starting in the 1970s. However, due to the general disfavoring of nonconformance, this use must be continuous to present day in order to be preserved. *See Town of Windham*, 219 A.2d at 553. In other words, if it is shown that the Property, at any point between now and present day, had not been used for a period of twelve months, the nonconforming residential use of the property cannot be resumed.

The sum total of supporting evidence of continuous use at the August 2nd Meeting is as follows:

- a) Mr. Widi provided unauthenticated documentation and photographs purportedly demonstrating that he and/or his family members at the Property, at unknown times between 1970 and 1989. *See Eliot Planning Board Meeting Video*, dated Aug. 2, 2022, timestamp 1:47:30.
- b) Mr. Widi also explained how his brother was arrested for growing marijuana at the Property in November of 2008. *See Eliot Planning Board Meeting Video*, dated Aug. 2, 2022, timestamp 1:48:20.

That's it. Mr. Widi's strongest piece of evidence, his birth certificate which listed the Property as the place of birth, is dated in 1988, nearly thirty four (34) years ago.⁵ Nothing provided by Mr. Widi demonstrates: 1) continuous use from the 1970's to the present; 2) the discrete points in time of "family events," do not demonstrate residence or continuous use, and are no more probative or persuasive than analogous photographs of typical family functions at a restaurant. 3) The evidence of Mr. Widi's brother being arrested in 2008 at the Property actually supports the absence of any residential use, in that it shows that the upstairs unit was being used for an illegal commercial purpose to grow and sell marijuana in or about 2008. 4) No evidence was offered for any time period after 2008.

More concrete evidence, however, is available to support the contention that the Property was not used for residential purposes. In 1985, a man named David K. Fulton applied for a permit to display a sign at the Property. David K. Fulton's permit application is attached herein as **Exhibit C**. Next to "Existing use of property," Fulton listed "real estate offices" as the sole use. *See **Exhibit C***. Later, on May 22, 2002, Nancy Shapleigh and Lois Widi applied for a building permit for an addition to the Property. Shapleigh's May 22, 2002 building permit application is attached herein as **Exhibit D**. Similar to Fulton's application, next to "Existing uses and structures on property," Shapleigh only wrote "Office building + Shed." *See **Exhibit D***. No mention of any residential use

⁵ While Mr. Widi claims that the birth certificate lists the Property as his place of birth, the Applicant and his counsel were not provided authenticated copies of such birth certificate, thereby precluding the ability of the Applicant to properly respond to, or to test, such evidence. Moreover, the birth certificate apparently was not certified, and therefore is inadmissible as evidence.

was listed in these applications. Lastly, according to the Town's own publicly available database of records online, the Property's use is listed as "Office Building."⁶

With the Town's latest evidence of residential use flimsily dating back to 1988, and with contrary evidence indicating that the Property was designated as solely for commercial use on building permits in 1985 and 2002, it seems evident that the residential nonconforming use has been discontinued at the Property.

2. The Change of Use Applications in 2002, 2003, and 2008 Demonstrate That the Nonconforming Residential Use at the Property Has Clearly Been Superseded by a Lawful Conforming Commercial Use

Second, even if the residential use has not been discontinued, the Town's arguments that the Change of Use applications filed for the Property in 2002, 2003, and 2008 fail to demonstrate that the nonconforming residential use has not been superseded by a conforming commercial use. In at least three instances in the past twenty (20) years, the Property has undergone changes to its use. The Change of Use applications are attached herein as **Exhibits E-G**. In 2002, a conditional use application was filed to convert the Property into a retail flower shop. See **Exhibit E**. In 2003, another conditional use application was filed to convert the Property into a driving school which could hold up to twenty-eight students. See **Exhibit F**. Lastly, in 2008, a conditional use application was filed to change the Property into a daycare for children. See **Exhibit G**.

Sec. 45-193(b) of the Eliot Code of Ordinances states: "Whenever a nonconforming use is superseded by a permitted use of a structure, or structure and land in combination, such structure or combination of land and structure shall thereafter conform to the provisions of this chapter and the nonconforming characteristic or use may not thereafter be resumed." Eliot Code-Ordinances, § 45-193(b). At the heart of the argument that the nonconforming residential use was not superseded by the Change of Use applications is the fact that the Property is allegedly divided by the "downstairs" commercial use and the "upstairs" residential use. Both Mr. Brubaker and Mr. Widi contend that the Change of Use applications were filed solely to change the downstairs portion of the Property, and that no mention of changing the upstairs residential use had been made. See Meeting Video timestamp 1:46:20. Thus, they claim, the residential use has never been superseded. Mr. Brubaker further argues that Change of Use applications need to explicitly state the owner's intent to change the nonconforming use. See Meeting Video timestamp 1:55:55.

Mr. Widi and Mr. Brubaker's arguments are wishful thinking. First, Mr. Brubaker's argument that Change of Use applications need to explicitly state the intent to change a nonconforming use runs contrary to the attitude towards nonconforming uses in general. "Provisions of a zoning regulation for the continuation of [nonconforming] uses should be strictly construed, and provisions limiting nonconforming uses should be liberally construed." *Town of Windham*, 219 A.2d at 553. Nowhere in Sec. 45-193(b) of the Eliot Code of Ordinances does it

⁶ <https://gis.vgsi.com/eliotme/Parcel.aspx?Pid=1227>

require an intent to alter the nonconforming use to be shown for the nonconforming use to be superseded. To read this requirement into the section would be to go against the spirit of nonconforming uses as laid out by Maine courts. Requiring an intent for a conforming use to supersede a nonconforming use would mean that the Town would be strictly construing a provision limiting nonconformance.

Second, the Change of Use applications filed in 2002, 2003, and 2008 speak to the entire Property, and not just the downstairs portion. The division of the Property laid out by both Mr. Brubaker and Mr. Widi is not identified in any of the Change of Use applications. Instead, each Change of Use application identifies the Property's address, 150 Dow Highway (Formerly 38 Dow Highway), as well as the full lot size, which is roughly 2.5 acres. *See **Exhibits E-G***. The applications do not specify any division of units at the Property. In fact, the Change of Use applications seemingly apply to the entire land which the Property is based on, not just the building, due to the inclusion of the acreage. For Mr. Brubaker and Mr. Widi's argument to be true, the Change of Use application should have specifically identified the units that were sought to be changed. Allowing anything less than that would only serve to frustrate the goals of the Town's zoning ordinances. Because of this, the Change of Use applications demonstrate that the nonconforming residential use that once existed at the Property has been superseded by lawful conforming commercial uses.

CONCLUSION

From the video, information and documents reviewed by this Firm, there is no persuasive or probative evidence submitted by the Planner or others justifying a rejection of the Application based upon the alleged nonconforming residential use of the Property, and thereby supporting the timely and prompt consideration of the Application through the approval process by the Town of Eliot Planning Board.

Exhibit “C”



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

September 15, 2022

Mr. Philip M. Giordano, Esq.
Giordano & Company, P.C.
REED & GIORDANO, P.A.
47 Winter Street, Suite 800
Boston, Massachusetts 02108-4774

Re: PB22-13: 143 Harold L. Dow Hwy. – Site Plan Review and Change of Use – Marijuana Store and Medical Marijuana Dispensary – Response to August 8, 2022, Memorandum from Applicant’s Attorney(s)

Dear Mr. Giordano:

This letter responds to your memorandum to Attorney Michelle DelMar, Esq., representing the subject applicant (hereinafter the “Applicant”), dated August 8, 2022, entitled, “RE: Applicant’s Response to Various Issues Raised at Town of Eliot Planning Board Meeting, August 2, 2022, Regarding PB22-13: 143 Harold L. Dow Hwy. (the “Marijuana Retail Store Property”): Site Plan Review and Change of Use – Adult Use Marijuana Retail Store and Medical Marijuana Dispensary” (hereinafter the “Memo”). This letter will be shared with the Planning Board (hereinafter the “Board”) to ensure that Board members and the public have accurate information. Sentences in quotation marks and italics are direct quotes from your letter. Numerical citations are from the Eliot Town Code, unless otherwise specified.

“...the Town and its Planner have contended, without probative evidence and primarily relying upon rumor and “family memories,” that Nancy Shapleigh, the current owner of the Property, maintains a lawful nonconforming residential use of the Property in conjunction with its commercial use.”

This is incorrect. My August 1 letter, which your memo attaches as “Exhibit ‘B’” (hereinafter the “August 1 Letter”) relies on evidence in the record, including the 1977 building permit referencing residential use, the history of the Town’s land use regulations, and the Vision property card publicly available via www.axisgis.com/eliotme and included in the August 2, 2022, Planning Board packet. Such evidence is merely supplemented with recollections from the Shapleigh/Widi family, which the Memo seems to trivialize. On the contrary, those family memories do matter.

“The Town Has Not Provided Any Probative Evidence That the Property Has Been Continuously Used for Residential Purposes Since 1970”

The burden of proof is on the Applicant to demonstrate how they are meeting all applicable land use regulations, including 33-190(5)b. In this case, the Board has the discretion to make a reasonable finding of fact on the residential status of 150 Harold L. Dow Hwy (hereinafter “150 HL Dow”) weighing the available evidence and input they have received.

“Maine courts have long held that “[n]onconforming uses are a thorn in the side of proper zoning and should not be perpetuated any longer than necessary... The policy of zoning is to abolish nonconforming uses as swiftly as justice will permit.” Farley v. Town of Lyman, 557 A.2d 197, 201 (Me.1989) (quoting Town of Windham v. Sprague, 219 A.2d 548, 552–53 (Me.1966)). As such, “provisions of a zoning regulation for the continuation of [nonconforming] uses should be strictly construed, and provisions limiting nonconforming uses should be liberally construed.” Town of Windham v. Sprague, 219 A.2d at 552. What constitutes as a discontinuance, therefore, has been liberally construed so as to properly limit the bounds of nonconforming uses. See Lown v. Town of Kennebunkport, No. AP-07-007, 2007 WL 4352179 (Me. Super. 2007).”

This court precedent is acknowledged. However, the cited court decisions have a categorically different context than PB22-13. Therefore, I do not believe they can be primarily relied upon to make conclusions about the residential use at 150 HL Dow.

In the *Town of Windham v. Sprague* (1966), at issue was whether the owner of a property (not within a trailer park) could replace an old house trailer with a new house trailer when the old house trailer was made nonconforming by the passage of an ordinance restricting house trailers to approved trailer parks. The court found that the ordinance was a “reasonable exercise of the police power”. However, the court acknowledged that the property owner “under the ordinance had a right to maintain [the old trailer] as a nonconforming use”. The building at 150 HL Dow is the same building that was built in the 1970s and permitted for residential use in 1977. The Board is not reviewing a proposal to create a new apartment or new residential building on 150 HL Dow.

In *Farley v. Town of Lyman* (1989), at issue was whether the plaintiff could build a new house on a vacant 3.7-acre nonconforming lot of record (cited in the decision as “Lot 12”), after the minimum lot size in the zoning district was increased to 5 acres. A complicating factor was that the plaintiff had sold the lot to her sister, who owned an adjoining parcel (“Lot 11”), but then bought it back. The Town’s building inspector and code enforcement officer “denied plaintiff’s application on the ground that the undersized Lots 11 and 12 had merged” when her sister owned both, relying on an ordinance provision deeming contiguous nonconforming lots under common ownership a single parcel for the purpose of land use review. The Board of Appeals upheld the denials, concluding that Lot 12 “lost its grandfathered status as a separate parcel” as a result of the merger. Both the Superior Court and Law Court affirmed. However, the Law Court made clear that, had Lot 12 not been merged, it would have been “grandfathered and would have been exempt from the new dimensional requirement had plaintiff applied for her permit at that time.” This confirms the legal basis for allowing grandfathered uses to continue as is in the event of the adoption of more restrictive dimensional or other regulatory requirements. The question about 150 HL Dow’s residential use has nothing to do with a merger of a vacant nonconforming lot with another lot. It has to do with an apartment that was built in the 1970s and remains today.

In *Lown v. Town of Kennebunkport* (2007), the facts of the case are quite different than what we are debating in PB22-13 with 150 HL Dow. The pier platform “had decayed sometime during the 1980’s” and was rebuilt in 2006. The court held that the “extent of repair...is subject to reasonable dispute”, concluding that the rebuilding of the platform and replacement of the pilings “indicate a substantial rebuild occurred” – a strike against the argument that the continued use of the (substantially rebuilt) pier still had grandfathered status. With 150 HL Dow, no evidence has been presented that the apartment floor of the building sat deteriorating for decades and then was substantially rebuilt. Normal upkeep and maintenance work is to be expected for structures built in the 1970s to allow the grandfathered use to continue in a safe and healthy manner.

The task before the Board is to review your client’s application to determine if it meets applicable land use regulations, not to review a permit application relating to the rebuilding or alteration of the residential portion of the 150 HL Dow building. The court precedent of strictly construing ordinance provisions allowing continuation of nonconforming uses, and liberally construing ordinance provisions limiting the same, applies to “one seeking nonconforming use status”, as the court states in *Lown*. 150 HL Dow is not the locus parcel. Therefore, the Board in PB22-13 is not bound to a particular interpretation approach in determining if 150 HL Dow is a residential property for the sake of 33-190(5)b. It needs to make that determination objectively, without a predisposition to disfavor the apartment use.

“In other words, if it is shown that the Property, at any point between now and present day, had not been used for a period of twelve months, the nonconforming residential use of the property cannot be resumed.”

This statement is confusing when considering what follows. You suggest here that the burden of proof is on those arguing in favor of discontinuance – namely, you on behalf of the Applicant. But in the paragraph that follows, you reverse yourself and seek to unload the burden onto Mr. Widi to provide “supporting evidence of continuous use”, then you trivialize the evidence he provided. As I stated above, the burden of proof is on the applicant to demonstrate that they are meeting all applicable land use regulations, including 33-190(5)b.

*“More concrete evidence, however, is available to support the contention that the Property was not used for residential purposes. In 1985, a man named David K. Fulton applied for a permit to display a sign at the Property. David K. Fulton’s permit application is attached herein as **Exhibit C**. Next to “Existing use of property,” Fulton listed “real estate offices” as the sole use. See **Exhibit C**. Later, on May 22, 2002, Nancy Shapleigh and Lois Widi applied for a building permit for an addition to the Property. Shapleigh’s May 22, 2002 building permit application is attached herein as **Exhibit D**. Similar to Fulton’s application, next to “Existing uses and structures on property,” Shapleigh only wrote “Office building + Shed.” See **Exhibit D**. No mention of any residential use was listed in these applications.”*

In Exhibit C, Mr. Fulton is not the property owner, who is clearly listed as Nancy Shapleigh. The mere writing of an existing use on a sign permit application (Line 6) by an applicant, not the property owner, does not magically invalidate any other existing use on the property not enumerated. You give a single fill-in-the-blank on a form too much gravity. As the February 19, 1985, Planning Board minutes (attached) show, there was no mention of an intent to discontinue the residential use as part of this sign permit review. In fact, the minutes suggest that Mr. Fulton had already opened his new law office in the building – he wanted his sign under Ms. Shapleigh’s realtor sign – so his application even omits his own law office use from Line 6, suggesting that Line 6 was more informational than substantial.

In summary, there is thin gruel in Exhibit C for arguing that this sign permit application in any way discontinued the residential use.

In Exhibit D, the listing of an “office building” as an existing use/structure does not preclude residential use. It is common for an office building to have a mixed-use component including both offices and other uses, such as residential. This is reflected in the 1977 building permit. Also, the floor plan on file attached to the conditional use permit application for the flower shop (PB02-05) only covers the first floor of the building. I can see no explicit proposed change to the second floor in the file.

“Lastly, according to the Town’s own publicly available database of records online, the Property’s use is listed as “Office Building.””

This is correct but is lacking additional context. As mentioned previously, an apartment use is reflected on the current Vision property card. Also, on the separate Vision property record (attached), also publicly available at the aforementioned link, the style of the building is listed as “Comm/ Apartment” and the number of bedrooms is shown as five (5).

“The Change of Use Applications in 2002, 2003, and 2008 Demonstrate That the Nonconforming Residential Use at the Property Has Clearly Been Superseded by a Lawful Conforming Commercial Use”

I can find nothing in these applications (not technically “change of use applications”, but rather “conditional use permit applications”), or in associated Board review minutes, where a request was made to give up the legally nonconforming residential use. Again, in my opinion, the burden of proof is on the Applicant to demonstrate that the 150 HL Dow residential use was discontinued because they need to show how they are meeting all applicable land use regulations for their application, including 33-190(5)b.

“Mr. Widi and Mr. Brubaker’s arguments are wishful thinking. First, Mr. Brubaker’s argument that Change of Use applications need to explicitly state the intent to change a nonconforming use runs contrary to the attitude towards nonconforming uses in general. “Provisions of a zoning regulation for the continuation of [nonconforming] uses should be strictly construed, and provisions limiting nonconforming uses should be liberally construed.” Town of Windham, 219 A.2d at 553.”

I discuss above (related to *Lown*) why this “attitude” is incongruent with the Board’s consideration of the residential use at 150 HL Dow.

“Nowhere in Sec. 45-193(b) of the Eliot Code of Ordinances does it require an intent to alter the nonconforming use to be shown for the nonconforming use to be superseded.”

Nor does 45-193(b) assume a nonconforming use is automatically superseded by the permitting of a conforming use adjacent to it, or within the same building, or on the same property. It begins, “Whenever a nonconforming use is superseded by a permitted use of a structure...” This is an “if” conditional clause; a superseding actually needs to occur for the “conforming characteristic or use” to be required to cease. In fact, read together with 45-192(b), a mixed-use property in the C/I district could have different commercial uses approved and permitted over time, but if it also had a

nonconforming residential use, the Code Enforcement Officer could continue to “permit accessory uses and structures” for that residential use, provided they met the cited dimensional standards.

“Requiring an intent for a conforming use to supersede a nonconforming use would mean that the Town would be strictly construing a provision limiting nonconformance.”

On the contrary, preventing a mixed-use property owner from applying for a new conforming use while retaining, on a different part of the property, their legally nonconforming use as is (under the logic that the new conforming use would automatically supersede the nonconforming use) would go against the grandfathering logic of allowing legally nonconforming uses to continue, and would frustrate the purpose of 45-192(b).

“Second, the Change of Use applications filed in 2002, 2003, and 2008 speak to the entire Property, and not just the downstairs portion. The division of the Property laid out by both Mr. Brubaker and Mr. Widi is not identified in any of the Change of Use applications... The applications do not specify any division of units at the Property.”

That is incorrect. The PB02-05 flower shop floor plan (first floor) was mentioned earlier and is attached. The PB03-36 driving school application included a lease (first page attached) showing that the driving school would only be renting “Office Unit B”. The PB08-13 day care application includes a letter from Ms. Shapleigh indicating that only “Suites A & B” would be rented.

Thank you for your consideration of these clarifications and corrections. I look forward to discussing this further at the upcoming Board meeting.

Sincerely,

A handwritten signature in black ink that reads "Jeff Brubaker". The signature is stylized and cursive.

Jeff Brubaker, AICP
Town Planner

Cc: Philip Saucier, Esq., Bernstein Shur (Town Legal Counsel)
Michelle DelMar, Esq., DelMar Law Offices
Planning Board
William Widi

150 HAROLD L DOW HWY

Location 150 HAROLD L DOW HWY

Mblu 30/ 3/ / /

Acct#

Owner SHAPLEIGH, NANCY E

Assessment \$354,500

Appraisal \$354,500

PID 1227

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$135,500	\$219,000	\$354,500

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$135,500	\$219,000	\$354,500

Owner of Record

Owner SHAPLEIGH, NANCY E

Sale Price \$0

Co-Owner

Certificate

Address 28 SANDY HILL LN
ELIOT, ME 03903

Book & Page 2136/0489

Sale Date 07/01/1976

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
SHAPLEIGH, NANCY E	\$0		2136/0489	07/01/1976

Building Information

Building 1 : Section 1

Year Built: 1970
Living Area: 3,332
Replacement Cost: \$274,026
Building Percent Good: 48
Replacement Cost Less Depreciation: \$131,500

Building Photo

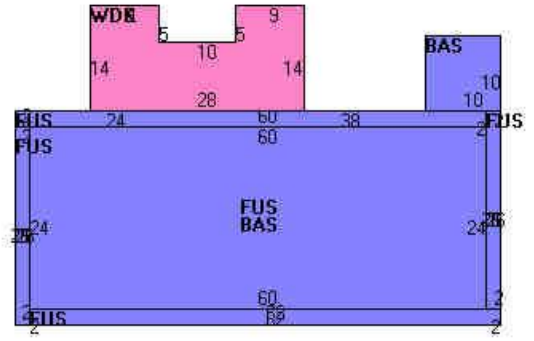
 Building Photo

(https://images.vgsi.com/photos/EliotMEPhotos/A0006P1040838_6464.JP)

Building Attributes

Field	Description
Style:	Comm/Apartment
Model	Commercial
Grade	Average
Stories:	2
Occupancy	4.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	Plywood Panel
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Electric
Heating Type	Electr Basebrd
AC Type	None
Struct Class	
Bldg Use	OFFICE BLD
Total Rooms	
Total Bedrms	05
Total Baths	3
1st Floor Use:	3400
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	8.00
% Comn Wall	0.00

Building Layout



(https://images.vgsi.com/photos/EliotMEPhotos/Sketches/1227_2684.jpg)

Building Sub-Areas (sq ft)			<u>Legend</u>
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,792	1,792
BAS	First Floor	1,540	1,540
WDK	Deck, Wood	342	0
		3,674	3,332

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 3400

Land Line Valuation

Size (Sqr Feet) 125017

Description	OFFICE BLD	Frontage	0
Zone	C/I	Depth	0
Neighborhood		Assessed Value	\$219,000
Alt Land Appr Category	No	Appraised Value	\$219,000

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			2000.00 S.F.	\$4,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$173,700	\$164,400	\$338,100
2019	\$173,700	\$164,400	\$338,100
2018	\$173,700	\$164,400	\$338,100

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$173,700	\$164,400	\$338,100
2019	\$173,700	\$164,400	\$338,100
2018	\$173,700	\$164,400	\$338,100

Minutes of Meeting

Planning Board Meeting February 19 1985

7:00 P.M.

Members present Chairman John McManus, Vice Chairman Warren Allen, Jean Languell Hardy, Alternate David LeMay, and Alternate Janis Sullivan

Chairman McManus appointed David LeMay a voting member for this meeting

Absent Clifford Coppen

7.02 P.M.

Chairman McManus, Anyone care to make a motion to approve the December 18 1985 minutes? It was noted that the following corrections be made, page two "Clifford Coppen, third line" and "lease takes effect".

Warren Allen moves to accept minutes of the meeting as ammended.

Seconded by John Murphy

Vote 4-0

Anyone care to make a motion to approve the January 15 1985 minutes?

Warren Allen moves to accept minutes as presented.

Seconded by John Murphy

Vote 4-0

7:10 P.M.

David Fulton Sign Permit, Route #236

David Fulton presented his sign to the Board members for their consideration to allow a sign at his new office, which is located in Nancy Boyce Realtor building, Route #236.

Chairman McManus to C.E.O. sign meets the requirements

Walter Gipe Yes.

David Fulton The Purposed sign will be erected under Nancy Boyce Realtor sign.

Robert Fisher A office building with fifteen offices could have fifteen signs?

Chairman McManus This Board to approve this sign only for a Attorney Office.

Warren Allen We are hearing this because the sign ordinance requires Planning Board to have site review. Also refers to section 335.3.

Chairman McManus Any more questions? NONE

Hearing Closed

Motion by John Murphy to approve application for a permit to erect a professional display sign.

Seconded by David LeMay

Vote 4-0

7:15 P.M.

Russell McMullen Retail Sales Route #236

Russell McMullen Explained to the Board that the original plan was for a Real Estate Office. We are requesting permission to have buisness offices and retail sales in the basement. There will be two seperate entrances. The basement will be used for furniture sales. My Real Estate Office will be on the first floor and plan to rent the second floor for buisness offices.

Chairman McManus How many offices will there be on the second floor?

Russell McMullen Two offices on the second floor and two offices on the first floor, plus my own real estate office.

At this time I need to know what type of buisness I may rent to. Also what is the difference between a buisness office and a professional office.

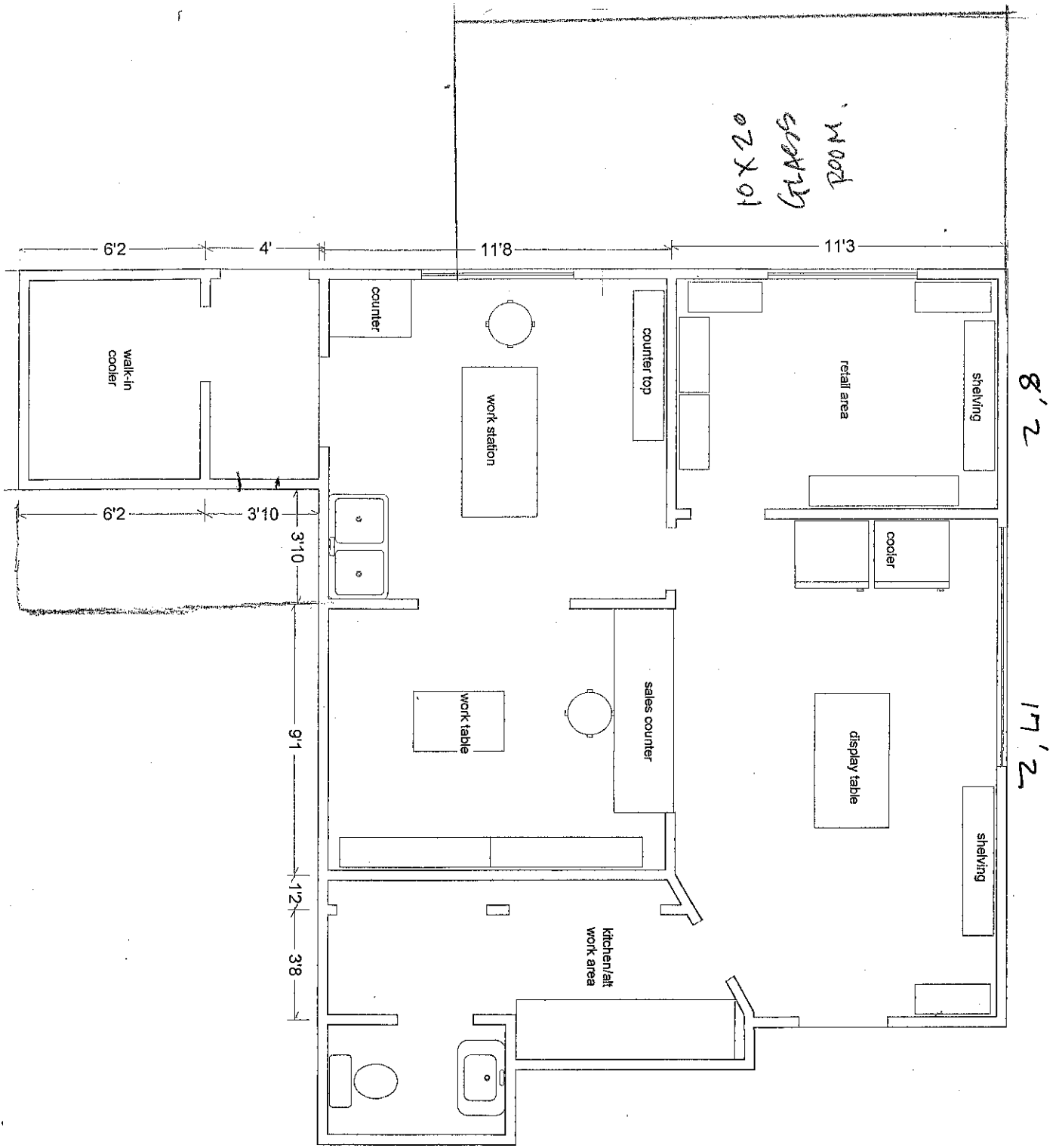
Walter Gipe A professional use would be by a person or persons that requires a license and formal training. A buisness office could be a type of buisness that do not require any formal training or testing to secure a license.

Janis Sullivan A buisness would be some one selling something, retail sales would be a buisness and not a professional use.

Warren Allen The table of land use requires site review for both types.

Robert Fisher Are you trying to decide between a buisness office and a professional office?

Chairman McManus YES



Approved. 6704
 Parking - 5 spaces

RENTAL AGREEMENT

This indenture, made this 1ST day of OCTOBER,
2003, between Nancy SHAPLEIGH of 76 RIVER ROAD,
ELIOT, MAINE 03903 hereinafter referred to as OWNER,
and STAN + VANESSA MOULTON
and ELIOT DRIVING SCHOOL hereinafter referred to as
TENANT, Witnesseth.

1. TERM AND RENT. In consideration of the covenants and rents contained herein
to be observed and performed by the TENANT, the OWNER does hereby rent to the
TENANT certain premises known as OFFICE UNIT B
38 HL DOW HIGHWAY,
ELIOT, ME 03903 and consisting of OFFICE SPACE
 on a month-to-month basis beginning on the 1ST day of
OCTOBER, 2003, at the rent of \$700⁰⁰ per month, payable
in advance on the 1ST day of each and every month. This agreement may
continue on a month-to-month basis until either party gives the other 30 days written
notice of intent to vacate the premises. Possession shall be given on 10/1/03.

2. TENANT'S COVENANTS. TENANT does hereby covenant with OWNER:

A. TO PAY RENT. That TENANT will pay rent in the amount specified above and
at the time specified above except only in the event of fire or some other unavoidable
casualty as hereinafter provided. Rent shall be made payable to Nancy
SHAPLEIGH and sent to 76 RIVER ROAD, ELIOT, ME 03903.

B. UTILITIES AND FIXTURES. TENANT may use the existing mini refrigerator.

Nancy Boyce Realtors
28 Sandy Hill Lane
Eliot, Maine 03903
August 6, 2008

Town of Eliot
1333 State Road
Eliot, Maine 03903

To Whom It May Concern,

Please be informed that I have accepted a lease agreement with Kimberly Shunk of 60 Picott Road, Kittery, Maine 03904 for the rental of Suites A & B of my building located at 150 Harold L. Dow Highway, Eliot, Maine 03903. Kimberly is planning to operate a day nursery providing childcare for infants, toddlers and preschool children.



Nancy Shapleigh

Exhibit “D”

PORTLAND, MAINE: (New location)

Merrill's Wharf
254 Commercial St, Suite 245
Portland, Maine 04101
USA

BOSTON, MASSACHUSETTS:

10 Post Office Square
Suite 800-S
Boston, MA 02109 USA

Email: Michelle@ContactMyLawyer.com

Find helpful information, articles and resources for businesses at our website:

[DelMar Law Offices Website](#)

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On Mon, Aug 8, 2022 at 11:49 AM Planner <jbrubaker@eliotme.org> wrote:

Michelle,

I have been asked my Mr. Widi to share any correspondence you provide that references his grandmother's property with him, so that he can read it to his vision-impaired grandmother. Can I share this correspondence that you just sent with him, and include it in a future Planning Board packet when this application is taken up again?

I ask because there is still a "confidential" watermark and an attorney-client privilege note on Exhibit A – the August 2 memo. However, you did pass that memo out to Planning Board members and myself at their August 2 meeting.

Jeff

Jeff Brubaker, AICP
(207) 439-1813 x112

From: Michelle DelMar, Business Lawyer <michelle@contactmylawyer.com>

Sent: Monday, August 8, 2022 11:33 AM

To: Philip Saucier <psaucier@bernsteinshur.com>

Cc: Planner <jbrubaker@eliotme.org>

Subject: Re: Aug 2nd Planning Board Meeting PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use

Exhibit “E”

Telephone number: **(617) 728-9800**

Offices:

PORTLAND, MAINE: (New location)

Merrill's Wharf

254 Commercial St, Suite 245

Portland, Maine 04101

USA

BOSTON, MASSACHUSETTS:

10 Post Office Square

Suite 800-S

Boston, MA 02109 USA

Email: Michelle@ContactMyLawyer.com

Find helpful information, articles and resources for businesses at our website:

[DelMar Law Offices Website](#)

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----- Forwarded message -----

From: **Philip Saucier** <psaucier@bernsteinshur.com>

Date: Tue, Aug 9, 2022 at 4:42 PM

Subject: RE: Aug 8th Memorandum; Re: Aug 2nd Planning Board Meeting PB22-13: 143 Harold L. Dow Hwy.: Site Plan Review and Change of Use

To: Michelle DelMar, Business Lawyer <michelle@contactmylawyer.com>, Planner <jbrubaker@eliotme.org>

Good afternoon,

I hope all is well, and thank you for forwarding the memorandum to me yesterday. Any document provided to the Planning Board is a public record, absent an exception outlined in 1 M.R.S. § 402(3), and can be shared with any person who submits a request. I am not aware of any exception that would prohibit the memorandum from being shared with anyone who requested it as it is now part of the record for this application, was handed out to the Board, and portions were read as testimony. Certainly any other document provided to the Planning Board can and should also be made available to the applicant and members of the public.

Take care,
Phil

Philip Saucier

Exhibit “F”

U.S. v. Widi, 684 F.3d 216 (2012)

684 F.3d 216
United States Court of Appeals,
First Circuit.

UNITED STATES of America, Appellee,
v.
David **WIDI**, Defendant, Appellant.

Nos. 10–2268, 10–2302.

|
Heard May 10, 2012.

|
Decided July 6, 2012.

Synopsis

Background: Defendant was convicted in the United States District Court for the District of Maine, [George Z. Singal, J.](#), of possessing a firearm or ammunition as a prohibited felon and manufacturing marijuana, and he appealed.

Holdings: The Court of Appeals, [Boudin](#), Circuit Judge, held that:

[1] defendant's post-*Miranda* statements were admissible;

[2] joinder of charged offenses was not unduly prejudicial; and

[3] it was not error to impose enhancement for possession of firearms in connection with manufacturing of marijuana.

Affirmed.

West Headnotes (14)

[1] **Criminal Law** 🔑 Evidence

Defense counsel's conclusion of competence to stand trial is generally given great weight because of counsel's unique vantage.

[3 Cases that cite this headnote](#)

[2] **Criminal Law** 🔑 Evidence

District judge may take into account his own observations of the defendant in determining defendant's competence to stand trial.

[5 Cases that cite this headnote](#)

[3] **Criminal Law** 🔑 Evidence

A defendant's own insistence on his competency is entitled to consideration in determining defendant's competence to stand trial.

[9 Cases that cite this headnote](#)

[4] **Mental Health** 🔑 Mental disorder at time of trial

Competence to stand trial is a functional inquiry; a defendant may have serious mental illness while still being able to understand the proceedings and rationally assist his counsel.

[18 Cases that cite this headnote](#)

[5] **Criminal Law** 🔑 Evidence

Factual determination that defendant, who refused to cooperate with psychologist's evaluation and the prison psychiatrist's attempt at treatment, was competent to stand trial was not clear error.

[6] **Controlled Substances** 🔑 Confidential or unnamed informants

Controlled Substances 🔑 Lapse of time; staleness

Criminal Law 🔑 Applicability when police or warrant violate rule or statute

Two confidential informants' statements that they had made multiple visits to defendant's apartment and had seen both marijuana and guns was ample to show a fair probability that contraband or evidence of a crime would be found, and more than ample to trigger *Leon's* protection for reasonable reliance on a warrant

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even if the latter were marginally defective; that the informants had criminal records or sought to benefit from cooperation went only to weight, and while one informant's information was six months old, the other had been at the apartment only three weeks before. [U.S.C.A. Const.Amend. 4](#).

[1 Cases that cite this headnote](#)

[7] **Criminal Law** 🔑 Two-step interrogation technique; warnings

Defendant's post-*Miranda* statements were admissible, despite fact officers asked some pre-warning questions; defendant was detained for only 10 to 15 minutes prior to arrest and administration of *Miranda* warnings, and nothing suggested that the agents intended to use prewarning inquiries to extract later post-warning information or that the later warnings were rendered ineffective by the earlier questions.

[5 Cases that cite this headnote](#)

[8] **Criminal Law** 🔑 Particular cases

Mention of the predicate felony for the felon-in-possession charge, to which defendant stipulated, did not impermissibly prejudice him in defending against the manufacturing marijuana charge, and therefore joinder of those offenses was not unduly prejudicial. [Fed.Rules Cr.Proc.Rule 8](#), 18 U.S.C.A.

[2 Cases that cite this headnote](#)

[9] **Weapons** 🔑 Possession

Evidence supported conviction for felon in possession of firearm or ammunition, even if none of the jurors believed defendant possessed any of the guns hidden in apartment, where he clearly possessed ammunition which was out in plain view. [18 U.S.C.A. § 922\(g\)\(1\)](#).

[1 Cases that cite this headnote](#)

[10] **Controlled Substances** 🔑 Manufacture
Weapons 🔑 Possession

Given agent's testimony about what law enforcement found in the apartment and photographs and videos of the residence shown to jurors, jury was entitled to disbelieve defendant, and convict on charges of possessing a firearm or ammunition as a prohibited felon and manufacturing marijuana.

[11] **Sentencing and Punishment** 🔑 Facilitation of other offense

It was not error to impose enhancement for possession of firearms in connection with manufacturing of marijuana; although six of his seven guns were locked in a safe, the safe was near the marijuana operation in the small apartment and several witnesses agreed that defendant had access to the safe, as well as a loaded pistol found in the nightstand.

[U.S.S.G. § 2K2.1\(b\)\(6\)](#), 18 U.S.C.A.

[12] **Weapons** 🔑 Effect of subsequent circumstances

Defendant's claim that his civil rights were restored after his prior conviction and so he could not be treated as a felon in possession was an affirmative defense, as to which defendant had burden of proof. [18 U.S.C.A. § 921\(a\)\(20\)](#).

[13] **Indictments and Charging Instruments** 🔑 Time for amending

Statute establishing thirty day window for adding new facts to indictment does not bar the amendment of an existing charge or the addition of new charges after thirty days. [18 U.S.C.A. § 3161\(b\)](#).

[1 Cases that cite this headnote](#)

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[14] **Criminal Law** 🔑 Adjournments Pending Trial

Criminal Law 🔑 Delay or misuse of waiver or right of self-representation

District court, which heard drug defendant on the matter, did not abuse its discretion in refusing defendant's request for a continuance and to represent himself near the close of the government's case.

Attorneys and Law Firms

*218 James S. Hewes, by appointment of the court, for appellant.

David J. Widi, Jr. on brief pro se.

Renée M. Bunker, Assistant United States Attorney, with whom Thomas E. Delahanty II, United States Attorney, was on brief for appellee.

Before LYNCH, Chief Judge, SELYA and BOUDIN, Circuit Judges.

Opinion

BOUDIN, Circuit Judge.

David Widi, who now appeals to this court, was convicted by a jury in Maine federal district court of possessing a firearm or ammunition as a prohibited felon and manufacturing marijuana. The saga began on November 25, 2008, with a search warrant for Widi's apartment secured by an agent of the federal Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF").

The apartment, searched three days later, contained what one of the officers described as an "elaborate growing system" for marijuana; seventeen marijuana plants; rounds of ammunition on the kitchen counter and throughout the apartment; a reloading press for ammunition; a loaded pistol in the nightstand beside Widi's bed; a .50 caliber rifle barrel in the attic; and (in a locked gun safe) six guns of varying styles, a bag of marijuana, and more ammunition.

Widi was arrested and eventually charged with both possession of firearms and ammunition as a prohibited felon, 18 U.S.C. § 922(g)(1) (2006), and manufacturing marijuana, 21 U.S.C. § 841(a)(1). Following a two-day trial, the jury returned a *219 guilty verdict after less than two hours of deliberation. Widi was later sentenced to 108 months' imprisonment. Widi now appeals and, supplementing his attorney's brief with his own, raises a host of issues.

Competence. The first argument by Widi's appellate counsel is that Widi was not competent to stand trial. At the formal hearing on Widi's competency on November 30, 2009, his trial counsel explained that both he and Widi took the position that Widi was competent to stand trial. Although the government suggests that the issue may have been waived or is subject only to plain error review, we will assume *arguendo* that review is for clear error, which is the normal standard for findings by the district judge. *United States v. Reynolds*, 646 F.3d 63, 71 (1st Cir.2011).

After Widi's indictment, his then-counsel, Mary Davis, raised concerns about Widi's competence with the government, saying that Widi was incapable of focusing on the issues as to whether he should plead or go to trial. The government, in turn, filed a motion for a mental examination with the court under the governing statutory procedure. 18 U.S.C. §§ 4241(a)–(b), 4247(b)–(c). Widi himself resisted mildly but the district judge, noting his "own concerns," granted the motion.

A further hearing followed with a similar colloquy after which Widi underwent an examination primarily conducted by William J. Ryan, a licensed psychologist. However, Widi consistently refused to cooperate and he also refused to participate in treatment sessions with a prison psychiatrist. Dr. Ryan depended therefore on observations of Widi, conversations with his grandmother and attorneys, and a review of documents; he acknowledged that his diagnoses were made with "less than the usual degree of psychological certainty."

In his report, Dr. Ryan ultimately concluded that

Mr. **Widi** is incapable of comprehending the seriousness of his case, the recommendations of defense counsel, communicating with counsel, weighing the merits of various defenses, and making decisions regarding his right to a trial, his right to an attorney, his right to enter into a plea, and his right to call witnesses. Mr. **Widi** is currently not capable of testifying in his own defense and speaking during sentencing proceedings should it be necessary.... Mr. **Widi** does not have a rational and factual understanding of the proceedings against him, and he is incapable of assisting counsel with his defense. Within less than the usual degree of psychological certainty, it is the opinion of this evaluator, Mr. **Widi** is currently Not Competent to Stand Trial.

The report cited specific facts in support of its conclusion of **Widi's** incompetence. For example:

-**Widi** used a cart full of books to barricade himself inside a holding cell to prevent staff from changing his cell and shouted about having “to go to war”

-**Widi** asserted that the whole federal government was against him and repeatedly claimed that evaluation was unethical and unconstitutional

-**Widi** attempted to throw himself down a flight of stairs when his cell was changed, causing him to be placed on suicide watch

-**Widi** frequently displayed extreme emotional behavior

-**Widi's** family has a history of serious mental illness and substance abuse.

As Davis and **Widi** continued to disagree about his competency, she withdrew and *220 was replaced by Peter

Rodway. Rodway, after conferring with **Widi**, concluded that **Widi** could adequately assist in his defense and, thereafter, the formal hearing on competency took place on November 30, 2009. Both Rodway and the prosecutor disagreed with Dr. Ryan's report, which the judge admitted into evidence on his own motion. Neither side called any other witness nor provided any other evidence beyond Rodway's express representation that he found **Widi** competent.

The judge ruled that **Widi** was competent, saying:

I've had the opportunity to review the report. I agree with counsel that I believe the report's conclusion is erroneous. I think it's based on insubstantial predicate. In my view, the doctors arrived at a hasty conclusion based on inadequate evidence and I reject the result of that report.

I'm entirely in agreement with counsel's position. I find by a preponderance of the evidence this defendant is presently and will in the reasonable future be competent to stand trial.

I find specifically this defendant—and I would note I've observed him every time he has been in court and my decision is based in part on my interaction with this defendant. I find that he has sufficient present ability to consult with his counsel with the reasonable degree of rational understanding.

I further find that this defendant has a rational as well as a factual understanding of the proceedings against him and the possible consequences. I also might note as an aside that his interaction with the earlier examiners, as indicated in the report, underlines that understanding.

[1] Three circumstances lend support to the district court's finding. First, defense counsel's conclusion of competence is generally given great weight because of counsel's “unique vantage,” *United States v. Muriel-Cruz*, 412 F.3d 9, 13 (1st Cir.2005). True, Davis had strongly questioned **Widi's** competency and found that she could not effectively discuss matters with him. But Rodway found that he could work with **Widi**, a relationship possibly enhanced by Rodway's willingness to go to trial.

[2] Second, the district judge may take into account his own observations of the defendant, *Muriel-Cruz*, 412 F.3d at 13; *United States v. Pryor*, 960 F.2d 1, 2 (1st Cir.1992), and in this case the district court had several times dealt with **Widi** in

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the courtroom. On these appeals this court has itself reviewed pertinent transcripts which confirm that **Widi** was far from incoherent. See [United States v. Huguenin](#), 950 F.2d 23, 28 & n. 5 (1st Cir.1991).

[3] Third, **Widi's** own insistence on his competency is also entitled to consideration. See [Muriel–Cruz](#), 412 F.3d at 13. **Widi** might be mistaken and, if plainly incoherent or irrational, his assertion to the contrary could hardly be accepted. See [Reynolds](#), 646 F.3d at 71. But he was not in this state. And, as between an additional four month confinement for observation, 18 U.S.C. § 4241(d), and a trial that might go on being postponed after that, most would give some thought to the defendant's own preference and profession.

[4] Dr. Ryan deemed **Widi** incompetent and, as the only clinician, his views too are entitled to weight, [Muriel–Cruz](#), 412 F.3d at 13, even if his examination was handicapped by **Widi's** refusal to cooperate. But competence to stand trial is a functional inquiry. [Dusky v. United States](#), 362 U.S. 402, 402, 80 S.Ct. 788, 4 L.Ed.2d 824 (1960) (per curiam); [Robidoux *221 v. O'Brien](#), 643 F.3d 334, 339 (1st Cir.), cert. denied, — U.S. —, 132 S.Ct. 866, 181 L.Ed.2d 556 (2011). A defendant may have serious mental illness while still being able to understand the proceedings and rationally assist his counsel. [Brown v. O'Brien](#), 666 F.3d 818, 826–27 & n. 9 (1st Cir.2012), cert. denied, — U.S. —, — S.Ct. —, — L.Ed.2d —, 2012 WL 1379023 (June 25, 2012).

[5] The district judge did not have a wealth of choices. Calling Dr. Ryan as a court witness might have been helpful, but his position and explanations were both set forth in his report. As **Widi** had refused to cooperate with Dr. Ryan's evaluation and the prison psychiatrist's attempt at treatment, it is unclear that more information would be gained by ordering another immediate examination. About the only remaining option was a postponement of trial and continued observation—over the objection of both **Widi** and his counsel.

Like many factual issues presented in district court, this one had no inescapable single answer. Dr. Ryan knew more than anyone else about diagnosing mental states; the judge, more about what help and understanding is needed from a defendant in a criminal trial; Rodway, about what kind of cooperation **Widi** was giving. The district judge made a

debatable call; but the factual determination on which it rests was not clear error.

[6] *Pretrial Motions.* **Widi** argues that the affidavit that underpinned the search warrant was inadequate. **Widi** succeeded in suppressing evidence seized from his vehicle and pre-*Miranda* statements made in response to questioning, but the search warrant was readily upheld, as it should have been. It rested on statements by two different confidential informants that they had made multiple visits to **Widi's** apartment and had seen both marijuana and guns; one also described a marijuana growing operation in the second bedroom.


This was ample to show a “fair probability that contraband or evidence of a crime” would be found, [Illinois v. Gates](#), 462 U.S. 213, 238, 103 S.Ct. 2317, 76 L.Ed.2d 527 (1983), and more than ample to trigger [Leon's](#) protection for reasonable reliance on a warrant even if the latter were marginally defective, [United States v. Leon](#), 468 U.S. 897, 922, 104 S.Ct. 3405, 82 L.Ed.2d 677 (1984). That the informants had criminal records or sought to benefit from cooperation goes only to weight; and while one informant's information was six months old, the other had been at the apartment only three weeks before.


Widi also objects to the district court's decision not to exclude statements he made after he had been given a *Miranda* warning, invoking [Missouri v. Seibert](#), 542 U.S. 600, 124 S.Ct. 2601, 159 L.Ed.2d 643 (2004). *Seibert* makes vulnerable some post-*Miranda* statements if they were induced by pre-*Miranda* statements that should themselves not have been taken without a warning, although how to read the split decision in *Seibert* may be an open question.¹ See generally [United States v. Jackson](#), 608 F.3d 100, 103–04 (1st Cir.), cert. denied, — U.S. —, 131 S.Ct. 435, 178 L.Ed.2d 337 (2010).


[7] This court has not settled on a definitive reading but the statements here at issue pass either version of the *Seibert* test. **Widi** was detained for only 10 to 15 minutes prior to arrest and administration of the *Miranda* warning; and the pre- *222 warning inquiries were primarily aimed at getting on-the-scene access to the locked gun safe and any firearms within it; nothing suggests that the agents were intending to

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use them to extract later post-warning information *or* that the later warnings were rendered ineffective by the earlier questions.

Widi also argues that the district court erroneously denied his motion requesting a severance of the charges because they were misjoined or, in the alternative, because the joinder was unduly prejudicial. **Widi** argues that the gun and drug counts were misjoined because not part of a common scheme or plan, Fed.R.Crim.P. 8, but the inference of a connection between drug dealing and weapons is commonplace, and gun and drug charges are regularly tried together. *E.g.*,  *United States v. Paneto*, 661 F.3d 709 (1st Cir.2011), *cert. denied*, — U.S. —, 132 S.Ct. 2411, 182 L.Ed.2d 1046 (2012).



[8] **Widi's** specific complaint as to severance is that the mention of the predicate felony for the felon-in-possession charge,  18 U.S.C. § 922(g)(1)—to which he stipulated—impermissibly prejudiced him in defending against the manufacturing marijuana charge. The bare mention of a prior felony conviction otherwise unidentified was trivial, and dwarfed here by the powerful separate evidence as to each charge. As already noted, **Widi** had both an armory and a relatively sophisticated marijuana growing operation in the apartment.


[9] *Jury instructions.* The next issue in the case is a claim relating to the instructions. Seven weapons were found in the apartment and charged in the indictment—six in the safe and one in **Widi's** bedside table—as well as various pieces of ammunition. It was enough to convict if the jury found that **Widi** knowingly possessed even one gun or one bullet,  18 U.S.C. § 922(g)(1), but **Widi's** counsel on appeal claims that he was entitled to a unanimity instruction requested below but refused.

The request made below was that the jury had to agree unanimously that **Widi** possessed the guns in the safe or unanimously that he possessed the gun in the nightstand.² Sensibly, counsel seeks to offer at least a token doubt as to each scenario, suggesting that the jury could, on the evidence, have plausibly believed that he had no access to the safe and that the gun in the night table was planted. Thus, the jury could have convicted without unanimously agreeing as to either scenario.

Putting aside other testimony connecting **Widi** with a gun purchase, any disagreement about the guns would have been harmless since ammunition recovered in the apartment was also charged and, unlike the guns, the ammunition was in plain view and confirmed by photographs of the scene. So even if none of the jurors believed **Widi** possessed any of the guns, he was still patently guilty of the single felon in possession count based on the ammunition.

However, the government's counter to the claim in its brief prompts a word of caution. Our decisions do endorse the government's position that a unanimity instruction would ordinarily not be necessary so long as the indictment charges possession of guns and ammunition “in one *223 place at one time.”³ But the quoted phrase is not itself a self-executing concept and ought not be read without regard to the facts developed at trial and the underlying issues that the phrase is meant to address.

 *United States v. Verrecchia*, 196 F.3d 294 (1st Cir.1999), holds that if a felon possessed a single cache of weapons at one time and in one place, there is only a single violation of the felon in possession statute—a defendant-friendly reading which remains sound law.  *Id.* at 297–98. And, if the weapons are together in a box or a safe, then almost certainly the defendant either knowingly possessed all or none of them and no unanimity instruction focusing on which ones he knowingly possessed would make any sense.

But imagine that while the indictment easily passed the *Verrecchia* test, trial evidence showed that the weapons were so located that a juror might reasonably believe quite different things about the defendant's knowing possession of different guns and that the risk **Widi** invokes here were a real one. Then, the question how to construe and apply the “one place at one time” formula and whether a unanimity instruction ought to be given would need thoughtful consideration. *See*  *Leahy*, 473 F.3d at 410.

[10] *Sufficiency of the Evidence.* Claiming that he was convicted on insufficient evidence, **Widi** says that the witnesses against him were untrustworthy, while he and other witnesses offered in his defense were telling the truth. He also says that evidentiary problems with the marijuana samples

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created reasonable doubt. **Widi** must show that, “crediting the government’s witnesses and drawing all reasonable inferences in its favor, no reasonable jury could have reached a guilty verdict.” *United States v. Aranzo*, 603 F.3d 112, 116 (1st Cir.), cert. denied, — U.S. —, 131 S.Ct. 209, 178 L.Ed.2d 126 (2010).

Agent **McNeil** testified about what law enforcement found in the apartment; jurors saw photographs and videos of the residence; a witness testified to seeing **Widi** use and possess guns; and at least one witness testified to seeing **Widi’s** marijuana operation in the apartment. **Widi** said that much of the evidence against him was planted. Given the evidence presented at trial, the jury was perfectly entitled to disbelieve him and convict on both counts.

Sentencing. The district court sentenced **Widi** to 108 months, within but at the top of the guidelines sentencing range (87 to 108 months) for a defendant with an adjusted offense level of 28 and a criminal history placing him in Category II. U.S.S.G. ch. 5, pt. A, sentencing table (2010). **Widi’s** main attacks are on the calculation of the adjusted offense level. The district court’s factual findings are reviewed for clear error; interpretations of the guidelines are reviewed de novo. *United States v. Stergios*, 659 F.3d 127, 135 (1st Cir.2011).

The district court fixed the base offense level at 20 because it found that **Widi**, having a prior felony conviction, had possessed a semiautomatic weapon capable of accepting a large capacity magazine. U.S.S.G. § 2K2.1(a)(4)(B). **Widi** says that a gun barrel found in the attic was separate from the large capacity magazines found in his apartment, *224 U.S.S.G. § 2K2.1(a)(4)(B), cmt. n. 2, but the enhancement was based on other weapons **Widi** ignores. His claim that the guideline provision is unlawful is foreclosed. *United States v. Marceau*, 554 F.3d 24, 30 (1st Cir.), cert. denied, — U.S. —, 129 S.Ct. 2752, 174 L.Ed.2d 260 (2009).

Next, **Widi** challenges the factual basis for the four-level enhancement he received under U.S.S.G. § 2K2.1(b)(6) for possession of firearms “in connection with another felony offense”—in this case the manufacturing of marijuana. The enhancement is concerned with the potential that guns will facilitate the other offense, *id.* cmt. 14(A), and provides that

“close proximity to drugs [or] drug-manufacturing materials” is sufficient to warrant the enhancement. *Id.* cmt. 14(B).

[11] **Widi** says that as six of his seven guns were locked in a safe, they had no potential to facilitate his drug operation. The evidence showed that the safe was near the marijuana operation in the small apartment and several witnesses agreed that **Widi** had access to the safe. As for the loaded pistol found in the nightstand, **Widi** simply asserts that it had nothing to do with drug cultivation. It was not error at all, let alone clear error, to impose the enhancement. Compare *Paneto*, 661 F.3d at 716–18.

Widi also contests a further two-level enhancement for obstructing justice but the challenge is without merit. U.S.S.G. § 3C1.1. **Widi** testified at trial that the handgun in his nightstand was planted by a friend and the marijuana found in his apartment had been planted or manufactured by law enforcement. Given the trial evidence, the district court was entitled to deem this testimony to be perjury.

Little need be said about the further claim that the sentence, although within the guidelines, was unreasonable. The weaponry alone suggest that **Widi** is quite dangerous; and, his perjury aside, the judge found that **Widi** had threatened a witness in the course of the proceedings. Neither the result nor the court’s explanation was in any way unreasonable. See *United States v. Ozuna–Cabrera*, 663 F.3d 496, 503–04 (1st Cir.2011), cert. denied, — U.S. —, 132 S.Ct. 1936, 182 L.Ed.2d 794 (2012).

Widi, in his pro se brief, says that his prior offense was not a felony, but he stipulated to the prior felony at trial and, while we may disregard a stipulation where justice requires, *United States v. Torres–Rosario*, 658 F.3d 110, 116 (1st Cir.2011), cert. denied, — U.S. —, 132 S.Ct. 1766, 182 L.Ed.2d 549 (2012), **Widi** provides no compelling reason for us to do so; indeed, our own review of what was before the court confirms that the stipulation was appropriate.

[12] **Widi** also argues that his civil rights were restored after his prior conviction and so he should not be treated as a felon in possession. 18 U.S.C. § 921(a)(20). This statutory exception is an affirmative defense, *United States*

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v. *Bartelho*, 71 F.3d 436, 440 (1st Cir.1995), so the burden is on the defendant, *United States v. Hartsock*, 347 F.3d 1, 10 (1st Cir.2003). The evidence of such a restoration now relied on by **Widi** is highly doubtful but was in any case never presented to the district court. There was no error.

Widi invokes the Speedy Trial Act, claiming that the government failed to indict him within thirty days of his arrest, as required by the Act. 18 U.S.C. § 3161(b) (2008). **Widi** correctly asserts that the original indictment was outside this limit by a week or so⁴; although one or another *225 possible exception may have applied. But, as he did not challenge the original indictment before trial, **Widi** waived his right to do so. *United States v. Spagnuolo*, 469 F.3d 39, 44–45 (1st Cir.2006). Perhaps for this reason, his main objection on appeal is to an amendment to the original indictment outside the Act's thirty-day window.

Subsequent to the original indictment, the government sought to add a second felon-in-possession count charging **Widi** with possessing ammunition in the apartment. Pointing to the existing charge based on guns, **Widi** complained that his possession of the guns and ammunition (if proved) comprised a single offense so the new charge would be “multiplicitous,” as the jargon has it. The government then amended the possession charge to specify the ammunition as well as the guns in a single possession count.

[13] **Widi** is correct that the reference to ammunition in the possession count appeared by superseding indictment more than thirty days after his arrest, but section 3161(b) is largely designed to assure that a defendant who is arrested or summoned does not linger indefinitely without a formal charge, *United States v. Meade*, 110 F.3d 190, 200 (1st Cir.1997), and the statute does not purport to bar the amendment of an existing charge or the addition of new charges after thirty days. This court has explicitly allowed both. See *United States v. Mitchell*, 723 F.2d 1040, 1044–45 (1st Cir.1983) (amendment); *United States v. Burgos*, 254 F.3d 8, 15–16 (1st Cir.), cert. denied, 534 U.S. 1010, 122 S.Ct. 497, 151 L.Ed.2d 408 (2001) (addition).

One circuit appears to be troubled by a superseding indictment that adds new facts to a count more than thirty

days after the original indictment,⁵ but we remain of the view that section 3161(b) is concerned with a timely *original* indictment and not superseding indictments—a view directly supported by the Ninth Circuit in a case whose facts closely resemble our own. *United States v. Carrasco*, 257 F.3d 1045, 1050–53 (9th Cir.), cert. denied, 534 U.S. 1061, 122 S.Ct. 658, 151 L.Ed.2d 574 (2001). While adding new facts or new counts can always raise issues of notice or delay in trial, these problems are dealt with by other rules and precedents.

Undue delay in trial is forestalled, among other means, by time limits in other sections of the Speedy Trial Act, notably sections 3161(c) and 3164(a)–(b), which are unaffected by a superseding indictment covering the same charge. *United States v. Santiago–Becerril*, 130 F.3d 11, 19 (1st Cir.1997). As for notice, the amendment assured that **Widi** had notice of evidence—the ammunition—which (since **Widi** knew about it anyway) could arguably have been allowed at trial as a non-prejudicial variance under the original indictment even without the amendment.

[14] **Widi** protests that he should have been allowed to represent himself when, near the close of the government's case, he and Rodway disagreed about whether a particular witness should be called, as **Widi** *226 desired. “[T]he right of self-representation becomes qualified once trial is under way.” *United States v. Noah*, 130 F.3d 490, 497 (1st Cir.1997). The district court heard **Widi** on the matter, refusing his request for a continuance and to represent himself at this late stage. We see no abuse of discretion.

Finally, **Widi** argues that the indictment was constructively amended because the indictment referred only to 108 rounds of ammunition found outside the safe and the jury might have been confused by references to the more than 2,000 total rounds found in the apartment or the 675 rounds found outside the safe. The government expressly relied on the 108 rounds listed in the indictment, and the district judge reminded the jury that evidence of the uncharged ammunition was only relevant to **Widi's** “state of mind or intent.”

Widi's remaining arguments include other claims of error, such as the suggestion that investigators engaged in misconduct relating to the evidence, but the arguments not specifically discussed herein are unpersuasive and warrant no further discussion.

Affirmed.

All Citations

684 F.3d 216

Footnotes











- 1 *Seibert* had no clear majority; Justice Souter's plurality opinion garnered four votes and Justice Kennedy who supplied the necessary fifth vote concurred in the judgment, writing separately.  *Seibert*, 542 U.S. at 604, 618, 124 S.Ct. 2601.
- 2 The requested unanimity instruction would have told the jury that with regard to both the nightstand and the gun safe, "you must find unanimously, all of the elements of the offense ... in order to return a verdict of guilty with regard to either the firearms in the safe or the firearm in the nightstand."
- 3  *United States v. Leahy*, 473 F.3d 401, 410 (1st Cir.), *cert. denied*, 552 U.S. 947, 128 S.Ct. 374, 169 L.Ed.2d 259 (2007);  *United States v. Verrecchia*, 196 F.3d 294, 298 (1st Cir.1999). See also  *United States v. Hernandez–Albino*, 177 F.3d 33, 40 (1st Cir.1999);   *United States v. Correa–Ventura*, 6 F.3d 1070, 1075–87 (5th Cir.1993).
- 4 **Widi** was arrested and arraigned on November 28, 2008. An initial indictment followed on January 6, 2009; the superseding indictment adding the ammunition count was issued on February 24, 2010; and, following **Widi's** objection, a final superseding indictment on April 7, 2010, eliminated the new count but added ammunition to the original possession count.
- 5  *United States v. Giwa*, 831 F.2d 538, 542 (5th Cir.1987) (dictum);  *United States v. Bailey*, 111 F.3d 1229, 1236 (5th Cir.), *cert. denied*, 522 U.S. 927, 118 S.Ct. 327, 139 L.Ed.2d 253 (1997) (dictum). Whether the Fifth Circuit adheres to these doubts is uncertain. See  *United States v. Martinez–Espinoza*, 299 F.3d 414, 416 & n. 4 (5th Cir.2002);  *United States v. Perez*, 217 F.3d 323, 328–29 & n. 19 (5th Cir.), *cert. denied*, 531 U.S. 973, 121 S.Ct. 416, 148 L.Ed.2d 321 (2000).

Exhibit “G”

Seacoastonline

NEWS

Police: Eliot 'weapons stockpiler' lived above daycare

Dave Choate

Published 9:45 p.m. ET Dec. 2, 2008

ELIOT, Maine — New details have emerged in the arrest of a local man on gun and drug charges, painting a chilling picture of a town resident who allegedly told a police informant he was stockpiling weapons in order to be “ready for war.”

Police arrested tile contractor David Widi, 25, of 150 Harold Dow Highway, Eliot, last Friday after several months of investigation involving the Eliot Police Department, the Bureau of Alcohol, Firearms, Tobacco and Explosives, and the Maine Drug Enforcement Agency. Widi lived upstairs from Little Dino Daycare during the time of the investigation and is being charged with being a felon in possession of firearms, with more charges potentially on the way.

According to court documents, investigators executed a search warrant issued out of the U.S. District Court in Portland and found a .50 caliber Desert Eagle pistol, a .300 magnum bolt-action rifle, several other guns, a bulletproof vest, 17 marijuana plants and more than 1,000 rounds of ammunition.

An application for the warrant signed by Bureau of Alcohol, Tobacco, Firearms and Explosives Special Agent Paul McNeil cited confidential informants who originally approached Eliot police detectives in July 2008 alleging that Widi had, at various points, as many as 30 firearms laid out across a bed in his apartment and hand grenades, the latter of which Eliot Police Chief Ted Short said were not found in a search of the apartment. Widi is also alleged to have maintained an inventory of his guns on his laptop.

McNeil writes that a second informant told officials that Widi often traded marijuana for firearms, which he was said to be stockpiling in preparation for “the end of the world.” Widi is alleged to have grown marijuana on the premises of his apartment and was said by informants to have a video surveillance camera located at the back of the building; Short confirmed that there was a camera on the premises.

The criminal complaint and application for the warrant did not indicate if law enforcement officials found hand grenades or other explosives on the premises.

Because of a Dec. 15, 2004, felony reckless conduct conviction in Rockingham Superior Court, Widi was considered a felon and prohibited from possessing a firearm.

Short said the agencies moved quickly after building their case against Widi and receiving the search warrant, electing to arrest the Eliot man and execute the search warrant on Friday when Little Dino Daycare was closed for Thanksgiving weekend. Widi was arrested without incident at the Irving gas station just down the street from his apartment, Strong said.

Dale Armstrong, the resident agent in charge at the ATF bureau in Portland, said agents have been told that Widi will have his first court hearing on Wednesday at 2 p.m. in U.S. District Court in Portland. He said the cooperation between several agencies in the investigation was nothing unusual.

“We always work together with state and local agencies in Maine to tackle violent crime,” he said.

Armstrong said the ATF would not further discuss the investigation.

Short echoed Armstrong, saying the communication between the three agencies made for a through investigation into Widi and a uneventful arrest.

“I don’t think it could’ve gone any better,” he said.

When the Herald knocked on the front door of Little Dino Daycare, no one responded. The company’s Web site was down Tuesday and calls to the care center were not returned.

Short said he had not heard from the owner of the care center since Friday. He said Little Dino had no connection to the investigation.

Exhibit “H”

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UNITED STATES DISTRICT COURT

DISTRICT OF MAINE

UNITED STATES OF AMERICA, CRIMINAL ACTION

Plaintiff Docket No: 08-142-R

-versus- E X C E R P T

DAVID WIDI,
Defendant

Transcript of Proceedings

Pursuant to notice, the above-entitled matter came on for **DETENTION HEARING** held before **THE HONORABLE JOHN H. RICH III**, United States Magistrate, in the United States District Court, Edward T. Gignoux Courthouse, 156 Federal Street, Portland, Maine on the 3rd day of December, 2008 at 3:24 PM as follows:

Appearances:

For the Government: Darcie N. McElwee, Esquire
Assistant United States Attorney

For the Defendant: Thomas A. Dyhrberg, Esquire

Dennis R. Ford
Official Court Reporter

(Prepared from FTR and computer aided transcription)

McNeil-Direct/McElwee

1 Q And having personally been in the apartment and in
2 the grow room now, can you describe to the Court what
3 it was like in terms of smell when you entered in that
4 room?

5 A Well, the overwhelming smell of marijuana was
6 permeating everything from the minute that we opened
7 the door. The grow room itself was -- I'm not used to
8 this smell. I mean I would describe it as unbearable,
9 but it just permeated everything in the apartment.

10 Q Was it so strong a smell that you would be -- you
11 would find it difficult to sleep in that apartment?

12 A I would. If you're asking me, yes.

13 Q Did you receive information as part of your
14 investigation that that smell was permeating downstairs
15 into the neighboring space which was being used as a
16 day care?

17 A Yes.

18 Q And did it come to your attention as part of your
19 investigation that that fact was shared with Mr. Widi,
20 the defendant, that the smell was --

21 A Eventually, yes. Not directly from the people
22 down there, but yes.

23 Q And so did you have an opportunity, as part your
24 investigation, to speak to someone who actually spoke
25 with Mr. Widi personally about the fact that his

McNeil-Direct/McElwee

1 grandmother, the landlord, had received a complaint
2 that the day care folks could smell this overwhelming
3 smell of marijuana?

4 A Yes.

5 Q And what was Mr. Widi's reaction to that
6 complaint?

7 A His reaction -- not to his grandmother, but to the
8 other person who reported his reaction to him was to
9 the effect of -- I don't have the quote, and I'll just
10 say what he said, was "fuck that, I'm not changing it
11 for them" because he had lived there for a long period
12 of time and the day care was new below him.

13 Q The day care had been opened for how long by the
14 time you searched the residence?

15 A I don't know specifically. Somewhere around a
16 month. It could have been a little bit less or a
17 little longer. I really don't know.

18 Q Did you do research as part of your preparation
19 for execution of the search warrant to determine if, in
20 fact, the day care was opened for business while Mr.
21 Widi was operating his cultivation of marijuana
22 upstairs?

23 A Yes. I went in there and it was opened for
24 business last week.

25 Q And did you make several trips to the area of the

McNeil-Direct/McElwee

1 residence for the purpose of determining if the day
2 care was opened so you could execute the warrant on a
3 day the day care was closed?

4 A Yes.

5 Q And why did you do that? Why did you want to do
6 the execution of the search warrant on this residence
7 on a day when the day care was closed?

8 A The building is relatively small and not knowing
9 which way doors lead to other areas, or the possibility
10 that we may not be able to detain Mr. Widi in a quick
11 and efficient manner and that the search may result in
12 exactly what it did, guns, drugs and explosives, it was
13 determined that it would be best to carry this plan out
14 when no one else was below us.

15 Q When you went into the day care personally, how
16 old, on average, were the children?

17 A Well, I saw three that were, I would say, less
18 than five. They appeared -- I don't know if they could
19 walk even actually.

20 Q What is your understanding of what has happened to
21 the day care since your search and Mr. Widi's arrest?

22 A Um, I haven't spoke to the owner on that day care,
23 but since then, it appears to be closed. I haven't
24 spoken to her, but the signs are gone, door is locked.

25 Q Did you have a conversation with Mr. Widi's

McNeil-Direct/McElwee

1 grandmother, who was the land owner of the residence --

2 A Yes.

3 Q -- about the complaint she received about the
4 smell of the marijuana?

5 A Yes. Ms. Shapleigh. I think it's
6 S-h-a-p-l-e-i-g-h.

7 Q And what did she tell you about what action, if
8 any, she took when it came to her attention that this
9 smell was permeating from what might be her grandson's
10 apartment?

11 A Well, to put it in context, I first asked her, in
12 general, if she ever received any complaints about
13 activities going on above the day care and she said no.
14 I then asked her specifically if she had received any
15 complaints from the owner of the day care about the
16 smell of marijuana coming down from upstairs and she
17 said yes. I asked her what she did about that. She
18 said it appeared to her to have been thirdhand -- her
19 words -- thirdhand information and that she said to her
20 grandson it better not be you, and he said it's not and
21 she left it at that.

22 Q Did she indicate to you that she had not gone to
23 the residence herself to check things out?

24 A She said specifically that she had not been there
25 in quite a long period of time and that she

McNeil-Direct/McElwee

1 specifically did not go there to verify or investigate
2 the day care owner's complaints.

3 Q Showing you what's been marked as Government's
4 Exhibit 11. Is that a close-up of the marijuana
5 plants?

6 A Yes.

7 Q Showing you what's been marked for identification
8 as Government's Exhibit 12; can you identify that for
9 us?

10 A This is the gun safe that was in Mr. Widi's living
11 room.

12 Q And how were you able to open that safe?

13 A Um, we initially asked Mr. Widi. Well, I should
14 say I asked him for keys to the residence and the
15 combination to the safe before we entered his building.
16 I told him that we had a search warrant and that keys
17 and the combination would assist in minimal damage to
18 his property. He -- I didn't ask him any other
19 questions. He provided us the keys to the front door,
20 but did not provide the combination to the safe.

21 Q So did you have a locksmith come and break it
22 open?

23 A Yes.

24 Q And so showing you Government's Exhibit 13 to show
25 what was in it once you opened it.

McNeil-Direct/McElwee

1 A Well, it shows partially what was in it. There
2 were firearms, but there are separate pictures of it,
3 but this is the rest of the items that were in there.

4 Q Such as?

5 A Such as large amounts of ammunition. I think the
6 total count from the safe, of that 2,773 rounds, I
7 believe the safe had 2,054. Some in magazines, some
8 loose, some in packages. Also recovered from here was
9 a large amount of processed, dried marijuana in a large
10 bag.

11 Q Do you remember approximately how much was in
12 there?

13 A Agents from the Maine Drug Enforcement Agency told
14 me that, including the weight of the large freezer bag,
15 it's approximately 67.6 grams.

16 Q Did you understand that the weight of the freezer
17 bag was negligible?

18 A Yes. A few grams at most.

19 Q Showing you what's been marked for identification
20 as Government's Exhibit 14; can you identify that?

21 A This is the -- a Weatherby rifle that was
22 recovered from the safe.

23 Q What is the item on top of the rifle that's
24 attached?

25 A It's a scope used for sighting.

McNeil-Direct/McElwee

1 Q Showing you what's been marked for identification
2 as Government's Exhibit 15. Can you identify what that
3 is?

4 A This is a photograph of a Uzi pistol in its box,
5 including two other magazines that fit the Uzi that was
6 taken -- I believe this was also in the safe as well.

7 Q What is depicted in Government's Exhibit 16?

8 A This is a Bushmaster rifle. It's a Bullpup model,
9 I think it's an M17S with a scope on top and a
10 flashlight attached as well. It was, I believe, also
11 in the safe.

12 Q What is in Government's Exhibit 17?

13 A This is a photograph of a Desert Eagle .50 caliber
14 pistol also, I believe, recovered from the safe.

15 Q Showing you what's in Government's Exhibit 18.

16 A This is a photograph of a rifle, the maker is
17 Maadi, M-a-a-d-i, from Egypt. It's a 7.62 caliber
18 rifle.

19 Q What's in Government's Exhibit 19?

20 A Exhibit 19 is a photograph of the bedroom area of
21 the residence. Specifically the photograph shows the
22 context between the bed and the pillow of the bed and
23 the nightstand next to the bed with the drawer opened
24 showing the Davis Industries .32 caliber derringer
25 handgun which was loaded, right next to the bed, and I

McNeil-Direct/McElwee

1 described it within a couple of feet within the pillow.

2 Q Did your investigation on the day of the search of
3 the apartment lead to (inaudible).

4 A Yes. I asked Mr. Widi after Miranda if he lived
5 here. He said he did. I said does anyone else live
6 here? He said no and he was observed coming from this
7 residence that morning.

8 Q Before the search?

9 A Correct.

10 Q With regard to the firearm that you described for
11 us, Government's Exhibit 19, is Government's Exhibit 20
12 a close-up of that derringer?

13 A It's a close-up of the derringer, a photograph of
14 it with it broken up, which is the method used to load
15 it, showing two live rounds of ammunition, .32 caliber
16 in the -- it's not the chamber, but the barrel.

17 Q For the Court's education, what is the
18 significance or uniqueness of a derringer pistol?

19 A Well, to me the first thing that jumps out is the
20 size. I believe it's smaller than my hand and can be
21 concealed within the hand. The trigger does not have a
22 trigger guard there. The trigger is just loose. It
23 only has two shots because of its small size and
24 another unique feature, I guess, it's broken open and
25 the rounds are just put in that way, but the striking

Exhibit “I”

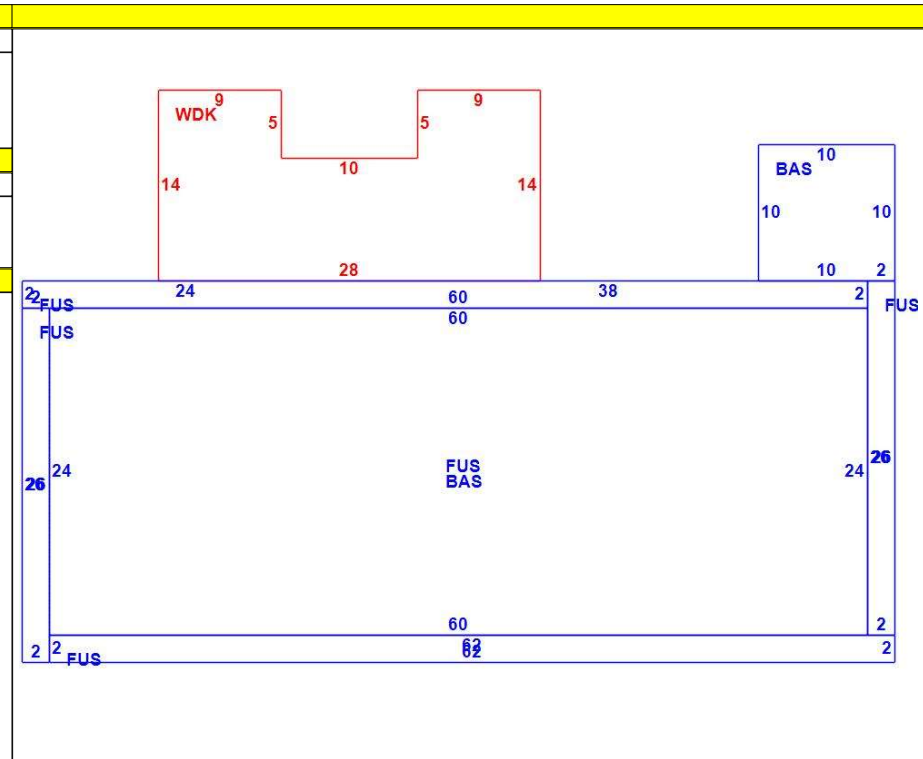
Exhibit “J”

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT										
SHAPLEIGH, NANCY E		1	Level	5	Well	1	Paved	2	Suburban	Description	Code	Appraised	Assessed	4509						
28 SANDY HILL LN				6	Septic					COMMERC.	3400	131,500	131,500							
ELIOT ME 03903		SUPPLEMENTAL DATA		PRECINC HEART TIF		TOWN:TOWN OF				COM LAND	3400	219,000	219,000	ELIOT, ME						
Alt Prcl ID		PHOTO		GROSS EFFEC		Assoc Pid#				COMMERC.	3400	4,000	4,000	VISION						
GIS ID 30-3										Total	354,500	354,500								
RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)								
SHAPLEIGH, NANCY E		2136	0489	07-01-1976		U	V	0				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
												2021	3400	131,500	2020	3400	169,900	2019	3400	169,900
													3400	219,000		3400	164,400		3400	164,400
													3400	4,000		3400	3,800		3400	3,800
												Total	354500	Total	338100	Total	338100			338100
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description		Amount		Code	Description	Number	Amount	Comm Int										
Total				0.00								APPRAISED VALUE SUMMARY								
Nbhd		Nbhd Name		B		Tracing		Batch		Appraised Bldg. Value (Card)						131,500				
0001										Appraised Xf (B) Value (Bldg)						0				
										Appraised Ob (B) Value (Bldg)						4,000				
										Appraised Land Value (Bldg)						219,000				
										Special Land Value						0				
										Total Appraised Parcel Value						354,500				
										Exemption						0				
										Valuation Method						C				
										Total Appraised Parcel Value						354500.00				
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY										
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result					
02-69	05-22-2002	AD	10X10 10X20 A	7,500	06-12-2003	100				05-08-1997	FG			00	Measur+Listed					
LAND LINE VALUATION SECTION																				
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value			
1	3400	OFFICE BLD	C/I		43,560 SF	2.45	1.80000	G	1.00		1.000			0		4.41	192,100			
1	3400	OFFICE BLD	C/I		1.870 AC	8,000	1.80000	G	1.00		1.000			0		14,400	26,900			
Total Card Land Units					2.870	AC	Parcel Total Land Area: 2.8700					Total Land Value					219,000			

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	80	Comm/Apartment			
Model	94	Commercial			
Grade	03	Average			
Stories:	2				
Occupancy	4.00				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2	04	Plywood Panel			
Interior Floor 1	14	Carpet			
Interior Floor 2					
Heating Fuel	04	Electric			
Heating Type	07	Electr Basebrd			
AC Type	01	None			
Bldg Use	3400	OFFICE BLD			
Total Rooms					
Total Bedrms	05				
Total Baths	3				
Heat/AC	00	NONE			
Frame Type	02	WOOD FRAME			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	06	CEIL & WALLS			
Rooms/Prtns	02	AVERAGE			
Wall Height	8.00				
% Conn Wall	0.00				
1st Floor Use:	3400				

MIXED USE		
Code	Description	Percentage
3400	OFFICE BLD	100
		0
		0

COST / MARKET VALUATION		
RCN		274,026
Year Built		1970
Effective Year Built		1987
Depreciation Code		F
Remodel Rating		
Year Remodeled		
Depreciation %		42
Functional Obsol		10
Economic Obsol		0
Trend Factor		1
Condition		
Condition %		
Percent Good		48
RCNLD		131,500
Dep % Ovr		
Dep Ovr Comment		
Misc Imp Ovr		
Misc Imp Ovr Comment		
Cost to Cure Ovr		
Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	PAVING-ASPH	L	2,000	2.00	2008		100		0.00	4,000

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	1,540	1,540	1,540	0		
FUS	Upper Story, Finished	1,792	1,792	1,792	0		
WDK	Deck, Wood	0	342	34	0		
Ttl Gross Liv / Lease Area		3,332	3,674	3,366			





TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

October 14, 2022

Mr. Philip M. Giordano, Esq.
Giordano & Company, P.C.
REED & GIORDANO, P.A.
47 Winter Street, Suite 800
Boston, Massachusetts 02108-4774

Re: PB22-13: 143 Harold L. Dow Hwy. – Site Plan Review and Change of Use – Marijuana Store and Medical Marijuana Dispensary – Response to September 20, 2022, Memorandum from Applicant’s Attorney(s)

Dear Mr. Giordano:

This letter responds to your memorandum to Attorney Michelle DelMar, Esq., representing the subject applicant (hereinafter the “Applicant”), dated September 20, 2022, entitled, “Application for Dispensary Located at 150 Harold L. Dow Highway (the “Property”) and Response to the September 15, 2022 Letter from Jeff Brubaker, Town Planner” (hereinafter the “September 20 Memo”). This letter will be shared with the Planning Board (hereinafter the “Board”) to ensure that Board members and the public have accurate information. Sentences in quotation marks and italics are direct quotes from your letter. Numerical citations are from the Eliot Town Code, unless otherwise specified.

“On September 15, 2022, Jeff Brubaker, the Town Planner, delivered a letter in response to our memorandum on behalf of the Town which outlines various arguments against the construction of Mr. Seymour’s business.”

The letter does not “outline[] various arguments against the construction of Mr. Seymour’s business”. The purpose of the letter was to respond to claims made in your August 8, 2022, Memorandum (hereinafter the “August 8 Memo”), correct inaccurate information in that memo, clarify how I believe the Board should apply 33-190(5) to your client’s application (hereinafter the “Application”), and state my opinion that the evidence is lacking for your contention that the property at 150 Harold L. Dow Hwy. (hereinafter “150 HL Dow”) is not a residential property.

“The Town’s Arguments As Detailed in Their September 15th Letter Are Insufficient to Rebut the Discontinuance of the Property’s Nonconforming Use”

As has been discussed previously, the burden of proof is on the Applicant to demonstrate how they are in compliance with all applicable land use regulations. The above-quoted statement makes an unsupported assumption that the property’s residential use has been discontinued and then unloads the burden of proof onto the Town by asking for a rebuttal.

I will quote the following from Attorney Phil Saucier's September 20, 2022, email, which was shared with your team as well as the Board:

"I would note that the Planning Board is not an enforcement body and does not have the authority to determine if a use is lawfully operating or not; instead such enforcement decisions are made by the code enforcement officer under Section 45-101 *et seq.* [¶] The applicant has the burden of proof in showing how it meets the applicable ordinance requirements."

I have not seen documentation from an Eliot Code Enforcement Officer (CEO) deeming the property's residential use to have discontinued, nor documentation clearly showing a discontinuance of the use for one year that would suggest that a CEO should have made such determination under 45-193.

"It should be noted that Mr. Seymour spoke with a Town official who had indicated he was in compliance with the ordinance. Shortly thereafter, Mr. Seymour invested a nonrefundable \$50,000.00. It was only after this investment that the Applicant was then told that he was not in compliance and would not be permitted to establish his retail store at this location."

If you are referring to a pre-application meeting I had with Mr. Seymour, I do not recall telling him (at any time) that he was "in compliance with the ordinance". I do not have the authority to make this determination. This authority is vested in either the Board or CEO, depending on the development proposal. While I try to offer helpful opinions pertaining to relevant land use regulations at pre-application meetings, I would never, and could never in a definitive sense, tell an applicant in a pre-application meeting that their proposal, usually only a rough concept at such meetings, is "in compliance with the ordinance".

As you know, Mr. Seymour has obtained multiple approvals from the Board, including, most recently, approval of an application, similar to the current Application, for a marijuana store and medical marijuana caregiver retail store at 16 Arc Rd. in case # PB21-29. A reasonable person who has obtained multiple recent approvals for marijuana establishments from the Board would be fully aware that the authority for determining ordinance compliance for a subsequent marijuana establishment application would be vested in the Board, and that such determination could not be verbally granted at a pre-application meeting.

"As a result, the burden of proof would shift from the Applicant to the Board and/or owner to provide otherwise."

As stated above, the Town Attorney has advised that the burden of proof is on the Applicant.

"The Town has a duty to evaluate objective evidence reasonably, and to demonstrate an absence of bias and favoritism."

I agree. This is why I have argued (see my September 15, 2022, letter, p. 3) that the Board should not assume a predisposition to disfavor the residential use, which you have urged the Board to do.

“The Town’s request of the Applicant for supporting documents creates an obligation of reciprocity for such documents in the position [sic] of the Town.”

I am happy to provide any documents in the possession of the Town at your request, subject to public records law. You can find more information about the Town’s Freedom of Access Act (FOAA) request process here: <https://www.eliotmaine.org/town-clerk-registrar-voters-freedom-access-officer/pages/freedom-access-public-records>, and some requests may be able to be fulfilled through a less formal email correspondence.

My Monday, August 8, 2022, email to Ms. DelMar sought to clear up the confusing situation in which she shared your memorandum to her, dated August 2, 2022 (hereinafter the “August 2 Memo”), with the Board at their August 2, 2022, meeting, but it also had a “confidential” watermark and attorney-client privilege note on it. It seemed that Ms. DelMar’s sharing of this confidential, attorney-client privileged document with the Board made it part of the public Board record. You included the August 2 Memo as Exhibit A in your memorandum dated August 8, 2022 (hereinafter the “August 8 Memo”), to Ms. DelMar, who then forwarded the August 8 Memo to the Town Attorney, copying me. Mr. Widi had asked me to share correspondence regarding his family’s property with him so he could read it to his grandmother, but I wanted to confirm that with Ms. DelMar as a courtesy, given the watermark and attorney-client note. Ms. DelMar responded the next day with an email outlining conditions under which she would allow the sharing of these documents. I was confused because it seemed that Ms. DelMar was hesitant to share with Mr. Widi information she had already shared with the Board, and was making a request, to me, of documents of Mr. Widi’s she could have requested directly from Mr. Widi at the August 2 Board meeting, or subsequently. The Town Attorney responded to Ms. DelMar, clarifying that “Any document provided to the Board is a public record, absent an exception outlined in 1 M.R.S. § 402(3), and can be shared with any person who submits a request.”

“For example, we cite Lown v. Town of Kennebunkport not to argue that the Property is a pier in disrepair, but to show that Maine courts liberally construe what is meant by “discontinued” in the context of a nonconforming use.”

As I described in my September 15, 2022, letter, the *Lown* opinion contends that the court precedent of strictly construing ordinance provisions allowing continuation of nonconforming uses, and liberally construing ordinance provisions limiting the same, applies to “one seeking nonconforming use status”. In PB22-13, the Board is not tasked with reviewing an application for continued residential use at 150 HL Dow. It is tasked with answering the question, “Is 150 HL Dow a residential property?”, weighing the available evidence.

“...the lack of evidence that anyone has lived at the Property within the last year strongly supports a finding that the nonconforming residential use has been discontinued.”

The Applicant is welcome to provide evidence to the Board of a CEO determination regarding the discontinuance of the residential use, or otherwise that there was a one-year discontinuance upon which the CEO should have made such a determination.

“The AxisGIS, Property Card, and Vision Assessors description all describe the property at 150 Harold L Dow Hwy as a “commercial model” building and an occupancy as an office building. In the September 15 Letter, the Town provides that the Property is a “Comm/Apartment,” from the Vision Assessors Description. See Exhibit C. However, this is only used to describe the style of the Property. The Description describes the model as “Commercial,” and the

building use is described as an "Office Building." There is nothing that would have or currently leads the Applicant to believe the property is actually a home residence."

This is a misleading summation of the information in the cited property records. I have already noted multiple times that the Vision property card includes the notation "FUS [finished upper story] = 2 APTS" and notes five bedrooms. Also, the *Lown* opinion suggests that style and design do matter: "use is a broader term encompassing design, placement on the property and how it is occupied (used)".

"...there is support from public records that indicate specifically that this property is no longer being used or even primarily used as a residence."

As noted above and previously, there is also support in the public records, including the building permit and property/Vision records and comments given to the Board, that the property still has a continuing residential use, and an apparent lack of any CEO determination that the residential use is discontinued.

"Such operation of Widi's business clearly supersedes any nonconforming residential use of the Property. Additionally, it must be undisputed that any "residential" or "nonconforming use" of the Property in 2008 clearly terminated during the Mr. Widi's term of incarceration."

The mere operation of a business in a residence does not "supersede" its residential use. Two examples illustrating why not are a home office and day care ("day nursery" in 45-290, the Town's base zoning land use table). A home office is a by-right use in all zoning districts. A day care has some degree of allowability in every zoning district, and may be located within a house (1-2). Someone with a home office or home day care, or even someone working from home for the day, would likely be surprised to learn that, by your logic, their ability to continue to live in their own home is on shaky legal ground because their business activity has superseded their residential use and has automatically turned their homes into exclusively commercial uses.

The Applicant is welcome to provide evidence to the Board that, following the cited 2008 incident, the then-CEO made a determination that the residential use was discontinued, or that the residential use of each apartment was, in fact, discontinued for one year or more, per 45-193(a).

"For many years the Property has been used as a real estate office, a daycare center, and driving school."

As my September 15, 2022, letter outlined, these uses occupied the first floor of the two-story, mixed-use office/residential building. Regarding the September 20 Memo's discussion of accessory dwelling units and home occupations, the building's mixed-use nature is important. Several uses may of course be approved for a single property, or even a single building. 45-192(b) has been much discussed. To reiterate part of it here: "The code enforcement officer may permit accessory uses and structures for existing residential use in the commercial/industrial district." Therefore, it is possible for a building to have a principal commercial use with an accessory residential use in the C/I district, without the principal commercial use needing approval as a home occupation or the residential use needing approval as an accessory dwelling unit.

"For the Applicant, this means one of two things. One, the Applicant will be forced to comply with ordinances, while the Board will ignore clear violations, showing bias and favoritism to some members of the community. Individuals who

are across the street. Or two, the Applicant will never be able to comply because the Property, its owner, and its home occupants are able to get around what should be a violation because a classification that they are very clearly not supporting.”

While I agree that the Applicant, like any applicant, is required to comply with all applicable land use regulations, I disagree with your unsupported assertions that “the Board will ignore clear violations, showing bias and favoritism to some members of the community.” First, the Board is not a code enforcement body. Anyone wishing to submit a complaint regarding a potential code violation can find more information here: <https://www.eliotmaine.org/code-enforcement/pages/complaint>. Secondly, if the above-quoted statement refers to a recent excavation company tenant at 150 HL Dow (this was referenced previously by Mr. Seymour) please note that the proprietor of this company was asked by the CEO, Town Manager, and myself to come into compliance by going through Board review. He applied to the Board, but did not provide some information requested of him by the Board for their review, and ultimately decided to withdraw his application. To my understanding and from driving by the site, his company has vacated the site.

“Based upon the evidence and the legal issues, this Memorandum has come to the same conclusion: upon consideration of the objective evidence, i) the Property is not being used as a “residence,” ii) the Applicant has met its burden of proof for approval of the Application for his cannabis establishment; and iii) the Board reasonably must approve the Application.”

The Applicant has, so far, only submitted a sketch plan application. Excepting minor amendments, applicants seeking Site Plan Review approval from the Board must first submit a full Site Plan Review application, which the Board must deem complete. A public hearing must then occur, and only after the public hearing has been closed can the Board make an overall approval/disapproval action on the application. This is the same process the Applicant went through for two previous applications at 16 Arc Rd., which the Board approved. The Board cannot approve an application at the sketch plan level. See Ch. 33 for more information.

“In its approval of the Application, the Board also has to reasonably consider: a) that the 150 Harold L Dow Hwy be reclassified as an office building and/or commercial building; b) the Board base the zoning compliance of 143 H.L. Dow Hwy on the basis on the most recent or primary usage/identification...If the Board is unwilling to reclassify the location...”

As noted above, the Board is not a code enforcement body, and there is no basis for the Board to “reclassify” uses of a property when an application for that property is not currently before the Board. The Board simply has to decide if 150 HL Dow reasonably is or isn’t a residential property for the purpose of the Application’s compliance with 33-190(5).

“Other, new businesses are being prevented from being established, which in turn, is also preventing jobs from being created, and prohibiting tax revenue from being generated. This one “half home” is now impacting the entire community from growth.”

If you review the record of the Board, available on the Town’s website, you will see that it has approved many new commercial uses in the last several years, including many marijuana establishments, including a similar application as your client’s current Application, at 16 Arc Rd. In April 2022, the Applicant received entitlements from the Board at this property for a marijuana store

and medical marijuana caregiver retail store. To my understanding, construction of this approved development has not yet started. From the record, you can see that the community welcomes growth on Route 236. At the same time, the Board must review all applications, along Route 236 or elsewhere, in a quasi-judicial manner. The Board cannot simply ignore applicable land use regulations, such as 33-190(5), in its review.

Finally, you have rightfully suggested that the Planning Board's decision should not be biased. When you label apartments as "half home[s]", there is an implication that apartments are somehow less worthy of consideration under 33-190(5), which seems like an implicit bias against these types of residences as opposed to other types.

Thank you for your consideration of these clarifications and corrections. I look forward to discussing this further at the upcoming Board meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Brubaker". The signature is fluid and cursive, with the first name "Jeff" and the last name "Brubaker" clearly distinguishable.

Jeff Brubaker, AICP
Town Planner

Cc: Philip Saucier, Esq., Bernstein Shur (Town Legal Counsel)
Michelle DelMar, Esq., DelMar Law Offices
Planning Board
William Widi

PB Sub-Committee Meeting Agenda - 10/13/22

Topics = Address items related to LD2003 – Affordable Housing Act

- **Tiny Homes:**

- Need to incorporate new State Law providing a definition of Tiny Homes (*see attached State Law LD1530*)
- ? should we just treat them like a small ADU's?
- ? Are these the modern version of Mobile Homes?
 - They are small and provide a similar lower monetary access point to housing
 - They don't have to be mobile eg, have a chassis
 - ? should we consider siting them like mobile homes in the past in a condo-like land rental vs fee ownership situation?
- If we consider Tiny Homes like a newer version of mobile homes and allow congregations of them, can we devise a better structure to their siting?
 - Issues with mobile home parks:
 - Absentee landowners with no interest in maintaining infrastructure/not providing infrastructure.
 - Lack of amenities typically associated with SFR
 - Outdoor space/storage
 - Space to congregate
 - Owner agency to:
 - modify outdoor living space
 - Address environmental/sanitary issues
 - Privacy
 - Other items?
 - Do owners accrue equity? (units at Marshwood Estates listed/sold for (\$45k-\$90k). That market seems very soft.
 - Should equity be a consideration or should we just be considered it housing, akin to renting?
 - Can you obtain a mortgage on a Tiny Home?
 - Benefits with Mobile Homes/Tiny Homes:
 - Lower monetary entry point (finished units being sold for \$70k-\$90k)
 - Tiny homes are customizable/ Mobile homes are manufactured.

- Concerns with Mobile Homes/Tiny Homes:
 - Quality of Construction
 - Mobile homes have national building standards (good?) for manufactured homes.
 - Tiny Homes have to meet newer standards similar to single family homes (therefore more expensive) which should be higher quality.
 - Note: there exist examples of TinyHome parks across the country that are structured with built common space (eg, laundry facilities, communal kitchen facilities and gathering space & outdoor recreation areas) akin to co-housing that seem really appealing and could meet a demand niche.
- Other issues to discuss?

- **Short-term Rentals:**

- Objectives for creating rules:
 - Allow but maintain conformance with the higher objectives of Zoning (segregation of land uses).
 - Reasons to limit & rule-making:
 - Removes housing from long-term rental market
 - They convert homes from residential to commercial uses.
 - The risk of nuisance within the zone.
 - Benefits of STR over a LTR of a home to the home-owner.
 - No lease:
 - allows the owner flexibility of how often and when the home is rented.
 - Allows the owner the ability to address maintenance issues in a timely manner
 - Allows the owner to remove a problem tenant immediately, without legal proceedings.
 - Provides the owner with the ability to monetize their home without selling it.
- Other issues to discuss?

- **NOTE:** *Christine will discuss her experience with Short-term Rentals and offer what she sees as “Best Practices” for Short-term Rentals for the sub-committee to consider for rule-making. She will recuse herself from being a voting member of the Planning Board on any rules considered by the Planning Board.*

- **Best Practices:**

- **Make neighbors aware and give them your contact #.**
- **Establish strict rules for:**
 - **Number of guests eg., no more than 2/bedroom**
 - **Gatherings – eg., by permission only**
 - **Quiet hours – eg., no noise after 9**
- **Provide a house manual (required by Airbnb) that includes a printed copy of house rules & explanation of house systems, phone numbers for Police & Fire, location and phone numbers for closest hospital(s).**
- **Be available for issues**
 - **I am always available and on-site at check-in.**
 - **I have friends who rent their cottage (not their home). They drive by the cottage around the check-in time.**
 - **I have nest doorbell cameras that can alert me to any violations (eg, unapproved extra guests).**
 - **Some STR owners install monitors in their homes to detect excess noise, high temperatures and/or humidity.**
- **Gas leak detectors – now required for all rentals**
- **Adequate off-street parking**
- **A rental rider on homeowner’s insurance – required in the State of Maine for rental of SFR> 14 days per year**
- **Offer STR less than 50% of a calendar year.**
- **Determine the reason for the guest visit and get names and ages of all guests. Do not rent to college students (Airbnb is supposed to restrict guests 25 yo and under from renting within 25 miles of their home to prevent parties)**
- **Smoke & CO detectors (required by Airbnb)**
 - **Mine are not wired but are wireless. This has alerted me to smoking in the house (only once, a Green Mile tourist).**

- **Suggested adjustments to ADU ordinance:**

- Allow existing structures to be converted to an ADU regardless of whether the existing structure meets SFR or ADU setbacks.
- LD2003:
 - Eliminate additional parking requirement
- **Require Fire Chief input/sign-off on ADU siting- to ensure that EFD can access**
- Other Issues to discuss?

Attachments:

- LD2003
- LD1530
- Eliot Ordinance Sections:
 - Section 45-49: Accessory Dwelling Unit
 - Chapter 41, Article V, Division 2: Requirement Unique to Mobile Homes Parks
 - Section 45-290: Table of Permitted & Prohibited Uses:
- Tiny Home Articles:
 - Tiny House Blog – *“Beautiful Tiny House Coastal Community”*
- Short-Term Rental Articles:
 - *“House Hacking: Urbanism at Its Smallest and Most Personal”*
- Housing Issues underlying LD2003:
 - Northern Forestry Center *“Caught in the Middle: Why We Need Housing Solutions for Young Professionals”*
 - New York Times *“Whatever Happened to the Starter Home?”*



Balancing Solar Development and Farmland Protection

A Solar Siting Guide
for Maine Towns

June 2022

This resource is part of the Second Edition of *Cultivating Maine's Agricultural Future*,
a policy and planning guide for Maine municipalities.

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Photography

Cover	Emily Cole, American Farmland Trust
Page 5	Zara Dowling, UMass Clean Energy Extension
Page 6	Garrett Linck, Maine Farmland Trust
Page 8, 18	Michael Dennett, Crescent Run Farm
Page 8	Jessica Forcello, BlueWave
Page 9	River Strong, UMass Clean Energy Extension
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For more information, contact:

Abby Farnham
Maine Farmland Trust
abby@mainefarmlandtrust.org

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Why it Matters

Balancing Solar Development and Farmland Protection

Solar energy generation and agriculture can co-exist in Maine in a mutually beneficial manner as long as solar development is sited in ways that minimize impacts to agricultural resources.

Issue:

Permitting solar energy development in ways that minimize impacts to agricultural resources

Who is Involved:

Planning boards crafting ordinance language, town committees or agricultural commissions

Why it Matters:

A number of recent policy changes have opened the door for rapid increases in commercial solar development across the state, including on undeveloped agricultural lands. Solar energy generation and agriculture can co-exist in Maine in a mutually beneficial manner as long as solar siting is structured to balance these important interests.

Solar energy production is an important strategy for addressing climate change, and can create opportunities for farmers to diversify their income, reduce energy expenses, and meet on-farm energy needs. However, it is important that solar development does not also result in the loss of critical agricultural resources, displace agricultural production, or impede the ability of farmers to access the land base needed for their operations now and in the future.

According to an analysis conducted by Maine Audubon, 90 percent of the 185 solar development proposals that were reviewed and approved by the Maine Department of Environmental Protection as of June 2021 intersected with prime farmland soils and soils of statewide importance.^{1,2} While only 34 percent of the acreage proposed for development would actually cover these soils, this analysis helps to illustrate the extent to which solar development is being proposed on farmland in Maine. These high-value agricultural soils³ are a precious and limited resource, making up only 14 percent of the state's total land area.⁴ Farmland was also threatened before solar development intensified. The 2017 United States Department of Agriculture Census of Agriculture showed that between 2012 and 2017, Maine lost 10 percent of its farmland, over 146,000 acres.

Through thoughtful planning and policy development, towns can play a critical role in balancing support for solar energy generation with support for agricultural production and resilience

Take Action

General Agricultural Solar Siting Guidelines*

If solar installations are being developed on farmland, the following general guidelines, developed by a group of Maine-based agricultural and environmental organizations,⁵ may be helpful guiding principles for towns looking to balance these two important interests:

1. Where possible, **avoid land identified by the Natural Resources Conservation Service as “Prime Farmland” or “Farmland of Statewide Importance,”** or otherwise causing productive farmland to be taken out of production, including land leased for agricultural uses.
2. Preferentially use **previously-developed, disturbed, degraded, or marginally productive portions of the farm property.** This includes rooftops, land within and around farmstead areas, sand and gravel pits, and other areas with low utility for agricultural production.
3. **Encourage dual-use projects,** where agricultural production and electricity production from solar installations occur together on the same piece of land.
4. Build, operate, and decommission projects in ways that **preserve the ability for the land to be farmed in the future** and that do not inhibit access to or the productivity of farmland surrounding the solar installation.
5. **Minimize the impacts of grid connection** on the agricultural resources of the property.
6. Where applicable, **projects should benefit the farm business directly** by providing electricity to meet the energy needs (in whole or in part) of the farm.



* Farmland that has been permanently protected by Maine Farmland Trust or another entity may be subject to additional restrictions and guidelines surrounding solar development.

Municipal Ordinance Provisions to Support Balanced Solar Siting

There are a variety of ways in which municipalities can integrate these general agricultural solar siting guidelines into the land use tools they are crafting or amending to permit solar development in their community.

The following are summaries of provisions from ordinances that have been adopted by towns in Maine and other New England states to support balanced solar siting at the local level.* How local planning officials apply these and other ordinance provisions is a determining factor in how effective they are at minimizing impacts to agriculture. See ‘[Town Case Studies](#)’ later in this guide for a more in-depth review of the approaches that some of these towns took to develop a solar ordinance.

Supporting On-Farm Energy Production

- **Applicability Section:** Exempting solar energy systems that are intended to solely satisfy the electricity needs of the farm operation from being subject to the municipal review procedure and ordinance standards.

[\(City of Auburn, ME\)](#)⁶

* It is recommended that any language adapted from these summaries be reviewed by municipal counsel prior to adoption.



Siting Solar Development Away from Prime Soils and Productive Lands

- **Purpose Statement:** Including within the purpose statement of the ordinance that the Planning Board may recommend that the solar facility be located on a portion of the site where the soil does not have prime agricultural use potential.

[\(Town of Barre, MA\)](#)⁷

- **Mitigation Fee:** Disincentivizing the siting of solar development on and partially mitigating impacts to important natural and working lands by collecting funds from solar developers to support natural resource conservation.

[\(Town of Topsham, ME\)](#)⁸

- **Prime Soils Analysis:** Requiring solar developers to demonstrate if the proposed site contains prime farmland soils and requiring that the least productive agricultural soils are considered for siting first.

[\(City of Auburn, ME\)](#)

- **Siting and Impact Performance Standards:** Prioritizing solar siting on previously developed, degraded, or marginally productive portions of the property restricting the removal of prime farmland soils from the site during installation; and requiring weekly third-party inspections during the solar installation phase (not included in the ordinance but required as a condition of approval).

[\(Town of Topsham, ME\)](#)

- **Siting and Agricultural Impact Standard:** Discouraging the siting of projects on prime agricultural soils or soils of statewide importance to the extent practicable.

[\(Town of Monmouth, ME\)](#)⁹

- **Design Standard:** Incentivizing siting away from land that is in active or potentially active agricultural use by providing the Planning Board with flexibility to reduce some of the setback requirements for applicants that exclude such land from the proposed site.

[\(Town of Barre, MA\)](#)

Municipal Ordinance Provisions to Support Balanced Solar Siting (continued)

Minimizing Impacts to Current and Future Agricultural Production

- Purpose Statement:** Reinforcing in the ordinance purpose statement the intention to support the goals and policies of the Comprehensive Plan, including protection of agricultural resources.

([Town of Readfield, ME](#))¹⁰
- Installation Method Requirement:** Restricting acceptable installation methods to pile driven or ballast block footing so as to minimize the disturbance of soils during installation.

([City of Auburn, ME](#))
- Review by an Agriculture Committee:** Requiring the Planning Board to consult with a municipal committee focused on agricultural issues to ensure that additional proposed solar energy projects would not diminish the potential for agriculture.

([City of Auburn, ME](#))
- Lot Coverage Approval Standard:** Limiting the amount of a lot that can be covered by large and medium-scale ground-mounted solar installations to 20 percent, calculated by airspace projected over the ground.

([Town of Readfield, ME](#))
- Alternatives Assessment Approval Standard:** Requiring the applicant to re-evaluate the proposed site if, as determined by the Planning Board, the site does not meet the goals and objectives established in the Town Comprehensive Plan and associated Town planning documents.

([Town of Readfield, ME](#))
- Preservation of Town Character Approval Standard:** Ensuring that, as determined by the Planning Board, solar energy development is consistent with the character of the community, including via maintenance of open space lands and farms, the Town Comprehensive Plan, and associated Town planning documents.

([Town of Readfield, ME](#))

Promoting Dual-Use and Co-Location Projects

- Purpose Statement:** Including within the purpose statement of the ordinance that, in the event the proposed site is presently in agricultural use, the continued agricultural use shall be encouraged.

([Town of Barre, MA](#))
- Operations and Maintenance Plan:** Requiring applicants to submit an operations and maintenance plan that prioritizes the ability to co-mingle agricultural and energy generation land uses, such as apiaries, grazing or handpicked crops.

([City of Auburn, ME](#))
- Vegetation Management Plan:** Including the grazing of farm animals as a suggested vegetation management method for proposed large-scale solar energy systems.

([City of Belfast, ME](#))¹¹
- Siting and Agricultural Impact Standard:** Requesting that efforts be made to minimize the impact on existing agricultural uses by developing dual-use solar projects where possible.

([Town of Monmouth, ME](#))

Integrating Agricultural Production and Solar Generation

The recently-convened Agricultural Solar Siting Stakeholder Group defined dual-use projects as solar installations that allow for agricultural activities to be maintained simultaneously on the farmland, and co-location projects as solar arrays that have not been modified to accommodate agriculture and either host plantings with environmental benefits or are sited on a portion of farmland while retaining other farmland for agricultural use. More information on this stakeholder group's recommendations for balanced solar siting can be found in the Appendix.



Solar grazing with Crescent Run Farm

Crescent Run Farm is a solar grazing operation based in Jefferson. Solar developers contract with farmer Michael Dennett to provide needed mowing services for solar installations by grazing sheep underneath the solar arrays. This arrangement not only offers an important source of compensation for the farm, but also creates access to additional land that is needed to support the grazing operation.¹²



Solar energy generation and wild blueberry production

In 2021, BlueWave Solar and Navisun LLC developed a solar installation over 12 acres of south-facing wild blueberry fields in Rockport. The project was designed in three distinct areas using different construction methods, and new farming equipment was designed to accommodate access under the panels for harvesting.¹³ The University of Maine Cooperative Extension is collaborating with the farmer, landowner and project partners to study the impacts of construction on crop production, and identify costs and management changes that will be needed in order to continue commercial wild blueberry production on fields that host solar arrays.¹⁴

Maine Solar Decommissioning Law

Ensuring Solar Development Decommissioning

In 2021 Maine enacted a Solar Decommissioning Law¹⁵ requiring developers of solar installations occupying more than three acres to have an approved decommissioning plan and sufficient financial assurance to cover decommissioning costs. Some of the requirements of the new law include:

- All components of solar energy developments must be physically removed to a depth of at least 24 inches, and any portion on farmland must be removed to a depth of 48 inches.
- The decommissioning plan must provide for restoration of farmland sufficient to support resumption of agricultural activities.
- When there is a transfer of ownership of the solar development, the person that transfers ownership remains responsible for implementation of the decommissioning plan until transfer of the plan to the new owner is approved.
- The financial assurance must be updated 15 years after approval of the plan and at least every 5 years thereafter.

Towns can use the decommissioning standards provided by this law as guidance when drafting or amending solar decommissioning requirements at the local level.



Town Case Studies

Towns are permitting solar development in different ways depending on their local conditions and circumstances, as well as their community's established goals and planning resources. The case studies below document the approaches of three Maine communities in developing a solar ordinance, including their process and goals, how and why they selected certain components, lessons learned so far, and what the implications might be for current and future agricultural production.

Farmland Profile

Agricultural lands in Topsham primarily consist of cropland, orchards, and pasture

Approach

Disincentivizing solar development on valued natural and working lands

Spotlight Ordinance Provisions

Habitat Mitigation Fee; Siting and Impact Performance Standards

Town of Topsham¹⁶

Background and Key Players

The Town of Topsham's Solar Energy Conversion Systems Ordinance was adopted at the June 2020 Town Meeting. The ordinance was championed by the Topsham Solar Advocates (TSA), a group of community members and local business owners working to advocate for solar energy generation in their community. Members of the TSA worked closely with the Topsham Department of Planning and Development and the Planning Board to develop an ordinance amendment that would enable solar energy generation in Topsham, while also managing threats to natural and working lands. The organizers gathered insights from commercial solar installers to understand the on-the-ground implications of some of the model ordinance provisions that were being considered.

Ordinance Overview

Topsham categorizes ground-mounted solar installations as small, large or utility scale based on their square footage.¹⁷ These size categories are then permitted in certain zoning districts, but all principal-use, ground-mounted developments are required to obtain site plan approval.^{18, 19} Solar projects that serve as an accessory use are permitted by-right.

Town Case Studies / Town of Topsham

Spotlight Ordinance Provision:

Habitat Mitigation Fee

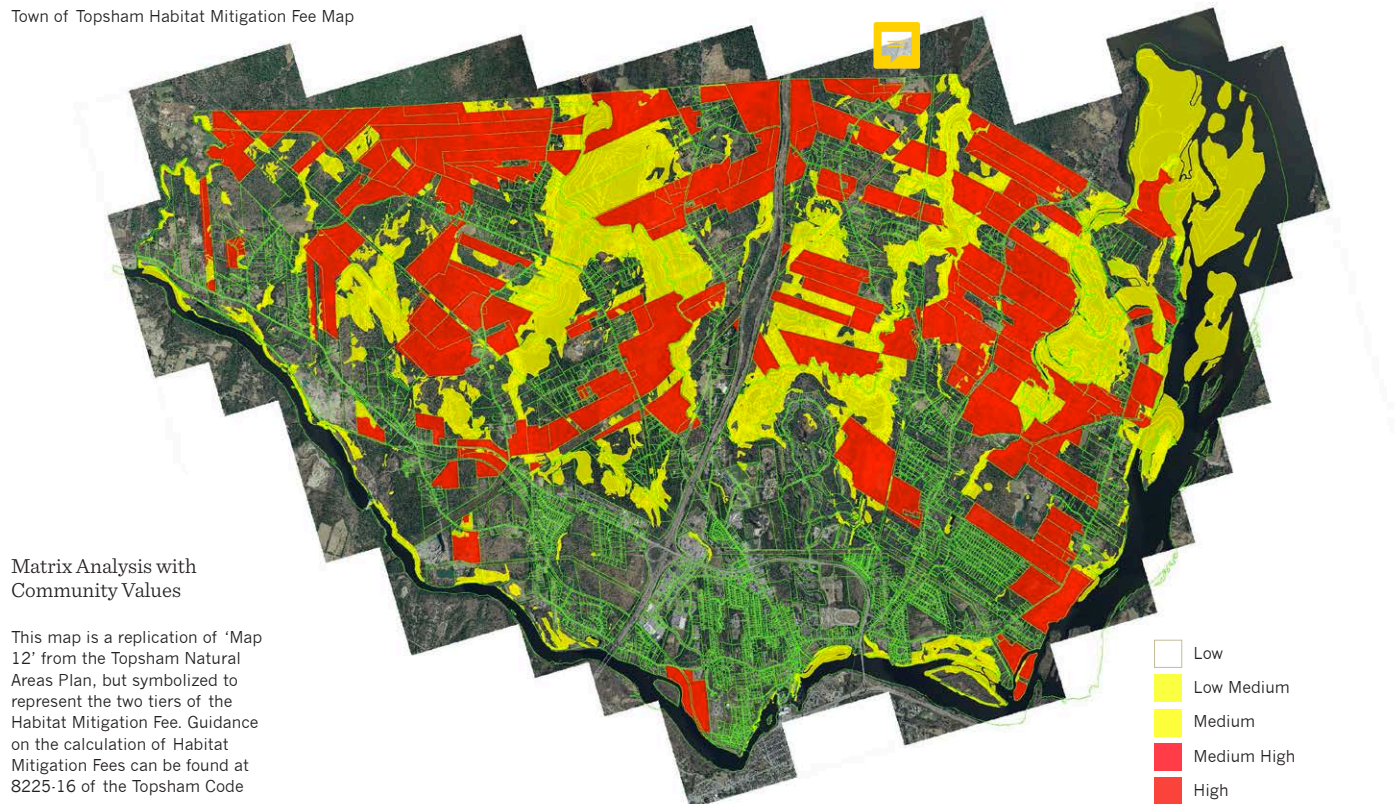
Topsham's solar ordinance contains a Habitat Mitigation Fee to disincentivize solar siting on priority open spaces, working lands and contiguous habitat tracts. A weighted map that was created through Topsham's 2010 Natural Areas Plan provides the basis for the mitigation fee. Farmland was identified by parcels enrolled in the Farmland Current Use Taxation Program²⁰ and by mapping active farmland known by the community.

The Habitat Mitigation Fee establishes a tiered fee system, requiring *“solar energy conversion systems located within the low-medium and medium [or medium-high and high] rated areas of the [weighted map] to pay a mitigation fee of 15% [or 25%] of the average value per acre of disturbed area or facility size (whichever is greater)...Such funds shall be deposited into*

*an account for the purposes of natural resource conservation.”*²¹ This fee was modeled after Topsham's Development Transfer Fee ordinance. The Habitat Mitigation Fee not only disincentivizes solar siting on valued natural and working lands, but also partially offsets the impact of development by collecting funds for the conservation of other lands. Topsham's Conservation Commission makes recommendations to the Select Board for how the collected funds should be spent.

Lessons learned so far: All four projects approved so far through Topsham's ordinance have triggered mitigation fees, which Topsham officials anticipate may generate a significant amount of funding for land conservation. More research is needed to learn about how the mitigation fee is factoring into site selection considerations for solar developers.

Town of Topsham Habitat Mitigation Fee Map



Town Case Studies / Town of Topsham

Spotlight Ordinance Provision:

Siting and Impact Performance Standards

The ordinance aims to manage impacts to agricultural resources through its siting and impact performance standards. Those standards provide that *“preference should be given to locating the system on previously developed, degraded, or marginally productive portions of the property,”*²² and it would be up to the Planning Board and/or municipal staff to request the applicant to provide an alternatives analysis demonstrating that the project avoids productive portions of the property. Additionally, the performance standards state that *“no topsoil or prime agricultural soil shall be removed from the site for the installation of the system...”*

Lessons learned so far: Topsham officials have learned that the permitting plan may not account for impacts to soils that can take place during the construction process, so they have begun the practice of requiring weekly third-party inspections during the solar installation phase as a condition of approval.

Implications for Current and Future Agricultural Production

Topsham’s ordinance strikes a balance between allowing for solar projects to support farm viability while also minimizing and mitigating some of the potential impacts to farmland. The ordinance creates the option for farmers to lease portions of their land to a solar developer for principal-use solar projects (where more energy is generated than what is required to operate the farm operation, allowing it to be sold back to the grid), a use that was not permitted under existing zoning regulations. Most of the farmland in Topsham is located within its Rural Residential Zone (R-3), where large and utility-scale solar projects are permitted (with site plan approval). The R-3 Zone is also where most of the priority properties included in the Habitat Mitigation Fee are located,²³ so the mitigation fee may play a role in minimizing the placement of solar development on some of Topsham’s agricultural lands. For solar projects that are sited on farmland, the ordinance’s siting and impact performance standards and

additional inspection practices may help to minimize impacts to current and future agricultural productivity.

Members of the TSA are interested in exploring the potential of dual-use projects in Topsham, where farmland is primarily used for hay and pasture, but they also note that the current increased costs associated with further elevating and spacing out panels to construct dual-use projects, combined with the Habitat Mitigation Fee, may limit the development of these types of projects in Topsham for the foreseeable future.

Other future considerations for Topsham planning staff include trying to anticipate how many additional solar development proposals they might receive and determining if Topsham may want to consider limiting the total amount of land that can be converted to solar development through zoning regulations.

Town Case Studies / City of Auburn

Farmland Profile

Agricultural land in Auburn primarily consists of corn, hay, orchards, tree farms and pasture²⁴

Approach

Establishing special standards for the Agriculture and Resource Protection Zone

Spotlight Ordinance Provisions

Total Land Area Standard and Agriculture Committee Review; Prime Soils Analysis; Operations and maintenance plan prioritizing agricultural activities

City of Auburn²⁵**Background and Key Players**

The City of Auburn approved its Solar Energy Generating Systems Ordinance for its Industrial Zone in February of 2020, and passed an amended ordinance in June of that year to permit solar development in the city's Agriculture and Resource Protection (AGRP) Zone. The Planning Board wanted to have a baseline ordinance established before expanding it to permit solar development on farmland, which would require additional performance standards to protect agriculture. Auburn's unique AGRP Zone was implemented in 1964 to allow for the conservation of natural resources and open space, and to encourage agriculture, forestry, and certain types of recreational uses. The AGRP Zone is comprised of nearly 19,000 acres – almost half of the city's total land area. Approximately 75 percent of the AGRP Zone is currently forested.²⁶

The key players involved in the creation of Auburn's ordinance included the Planning Board, Planning Department staff, and many of the community members who ultimately were appointed to the Auburn Agriculture Committee, a group that was being formed at the same time to advise the City on needs related to farming and forestry. City officials also sought input from commercial solar developers to learn what factors make an agricultural site desirable, and what types of soil protection mechanisms are available to developers.

Town Case Studies / City of Auburn



Ordinance Overview

Auburn's solar ordinance provides that ground-mounted solar projects occupying less than one acre in total land area are permitted by right, and projects occupying greater than one acre are permitted by special exception, which reverts back to Auburn's site plan review process. However, ground-mounted projects intended to satisfy the electricity needs of the principal use of the lot are exempt, regardless of their size, in an effort to simplify the process for solar projects that support on-site energy production for the farm operation. Projects permitted by special exception in the AGRP Zone are subject to a number of conditions and performance standards that are focused on agricultural resources.

Spotlight Ordinance Provision:

Total Land Area Standard and Agriculture Committee Review

The Auburn Agriculture Committee was formed during the same timeframe that the solar ordinance was developed for the AGRP Zone. Although the intention was for the Agriculture Committee, once formed, to play an important role in guiding how solar development would impact farmland, the City wanted the ability to permit some projects to move forward in the interim. The solution was to establish a Total Land Area standard, which set a cap on the amount of land that could be developed for solar energy generation in the AGRP Zone at one percent of the Zone's total land area, or 200 acres. Once this cap is reached, the Planning Board must consult with the Agriculture Committee²⁷ to "*find that any additional proposed solar energy generating systems will not materially alter the stability of the overall land use pattern of the [AGRP Zone]*" or make it more difficult for existing farms to expand, purchase or lease farmland.²⁸

Lessons learned so far: Four solar development projects covering approximately 90 acres have been approved in the AGRP Zone to-date, so the Agriculture Committee review has not yet been triggered.

Town Case Studies / City of Auburn

Spotlight Ordinance Provision:

Prime Soils Analysis

Proposed solar developments located in the AGRP Zone must provide a soils analysis to “*demonstrate if the site proposed for development contains prime farmland as defined by the United States Department of Agriculture. Least productive agricultural soils shall be considered first for development*” unless it can be demonstrated that non-prime farmland is not reasonably available.²⁹ This prime soils analysis enables Auburn planning officials to request a different location that does not contain as much prime soils within an applicant’s proposed site.

Lessons learned so far: All four of the approved projects in the AGRP Zone have intersected with prime soils in some way, but for planning staff, this provision has been effective in reducing the extent to which these soils are impacted by site selection.

Spotlight Ordinance Provision:

Operations and maintenance plan prioritizing agricultural activities

All operations and maintenance plans for proposals in Auburn’s AGRP Zone must include a plan that prioritizes the “*ability to co-mingle agricultural and energy generation land uses including but not limited to: apiaries, grazing or handpicked crops.*”³⁰ This provision intends for solar developers to incorporate a commitment to working with farmers in some way. It does not include specific parameters or require applicants to consider dual-use in the design of the project.

Lessons learned so far: During a tour of a solar project in the AGRP Zone, one farmer expressed concerns about grazing their sheep at the site due to the low height of the panels and concern that the sheep may cause damage. Auburn planning officials are interested in learning about industry standards that are developed for dual-use projects, including minimum panel height to accommodate agricultural activities, and would consider making changes to the solar ordinance to reflect these standards in the future. Local farmers also note that it will be important to continue to revise this component of the ordinance as more information is gained about dual-use solar projects.

Implications for Current and Future Agricultural Production

Auburn’s ordinance contains provisions that aim to protect agricultural production and encourage developers to integrate agricultural activities, while also enabling farmers’ access to lease payments from developers by permitting solar development in the AGRP Zone. Looking ahead, Auburn planning

officials view Auburn’s solar ordinance as a working document that should be amended as they go through the process of applying the ordinance standards and learning what impacts they have on the AGRP Zone.

Town Case Studies / Town of Readfield

Farmland Profile

Agricultural land in Readfield primarily consists of pasture and hay production, dairy, orchards, mixed vegetables, and berries³¹

Approach

Leveraging the Town Comprehensive Plan to help guide solar siting

Spotlight Ordinance Provisions

Purpose Statement; Alternatives Assessment and Preservation of Town Character Approval Standards; Lot Coverage Approval Standard

Town of Readfield³²**Background and Key Players**

The Town of Readfield's Solar Ordinance was adopted by Town Meeting in June 2021. The ordinance development process was a year-long effort conducted primarily by members of the Readfield Planning Board, the Town Manager, and the Code Enforcement Officer. The Planning Board reviewed numerous solar ordinances that had been enacted by other towns, consulted with commercial solar developers on certain concepts and definitions, and leaned heavily on Readfield's existing planning resources to ensure that the ordinance would support the community's established goals.

Ordinance Overview

Readfield's ordinance applies to all solar energy systems, and defines projects as small, medium or large-scale based on both the physical size of the system and its megawatt potential. The ordinance also differentiates between ground-mounted and roof-mounted installations. Ground-mounted systems of all scales are permitted in certain zoning districts, with Planning Board approval, and are subject to additional submission requirements and approval standards.

At the time of publication, no solar development project has been approved through Readfield's ordinance.

Town Case Studies / Town of Readfield

Spotlight Ordinance Provision:

Purpose Statement

Included in the ordinance's purpose statement is the intention to *"support the goals and policies of the Comprehensive Plan, including orderly development, efficient use of infrastructure, and protection of natural, scenic, and agricultural resources."*³³ Members of the Readfield Planning Board felt that rather than reinvent visions and goals for the community, it made sense to reference the existing philosophy of the Town Comprehensive Plan. The aim was for the ordinance to communicate upfront that this is a community that values its natural, scenic and agricultural resources, and that support for the goals of the Comprehensive Plan would be reflected throughout as a condition of approval.

Spotlight Ordinance Provision:

Alternatives Assessment and Preservation of Town Character Approval Standards

The ordinance ties back to the Comprehensive Plan in two other provisions, including the Alternatives Assessment, which provides that if a proposed large or medium-scale ground-mounted project does not meet the goals and objectives of the Comprehensive Plan, *"then other potential suitable alternative area(s), on the lot(s) included in the application, where a [solar energy system] can meet the Town's standards, goals, and objectives needs to be evaluated by the applicant."*³⁴ The intention of this approval standard is to provide a mechanism by which the Planning Board can question the placement of a proposed solar development and have more flexibility in the review process.

Additionally, the ordinance contains a Preservation of Town Character approval standard, which states that *"all reasonable efforts, as determined by the Planning Board, shall be made to ensure any [solar energy system] is consistent with the character of the community via visual consistency with local neighborhood area, maintenance of scenic views, maintenance of open space land and farms, and the Town Comprehensive Plan, and associated Town planning documents."*³⁵ The Planning Board intends for this provision to reinforce to developers that significant infrastructure change that is not consistent with the community's identified planning goals and rural living character will not be permitted.

Spotlight Ordinance Provision:

Lot Coverage Approval Standard

Proposed large and medium-scale ground-mounted projects in Readfield *"shall not exceed 20% coverage of a lot area. Lot coverage shall be calculated based on the total [solar energy system] airspace projected over the ground."*³⁶ The intention of this standard is to allow enough coverage to support a viable commercial solar project on a large enough lot, while also preventing the property from becoming fully encompassed by a solar installation. When crafting the ordinance, the Planning Board reviewed a parcel map of Readfield and combined this investigation with their local knowledge to determine the extent to which there were properties, namely open agricultural lands, that might be at risk for large-scale solar development. Although Readfield officials view this standard as a land conservation provision since it would protect a significant portion of a site from development, they also note that directing solar siting to larger lots could potentially put these properties at greater risk for development.

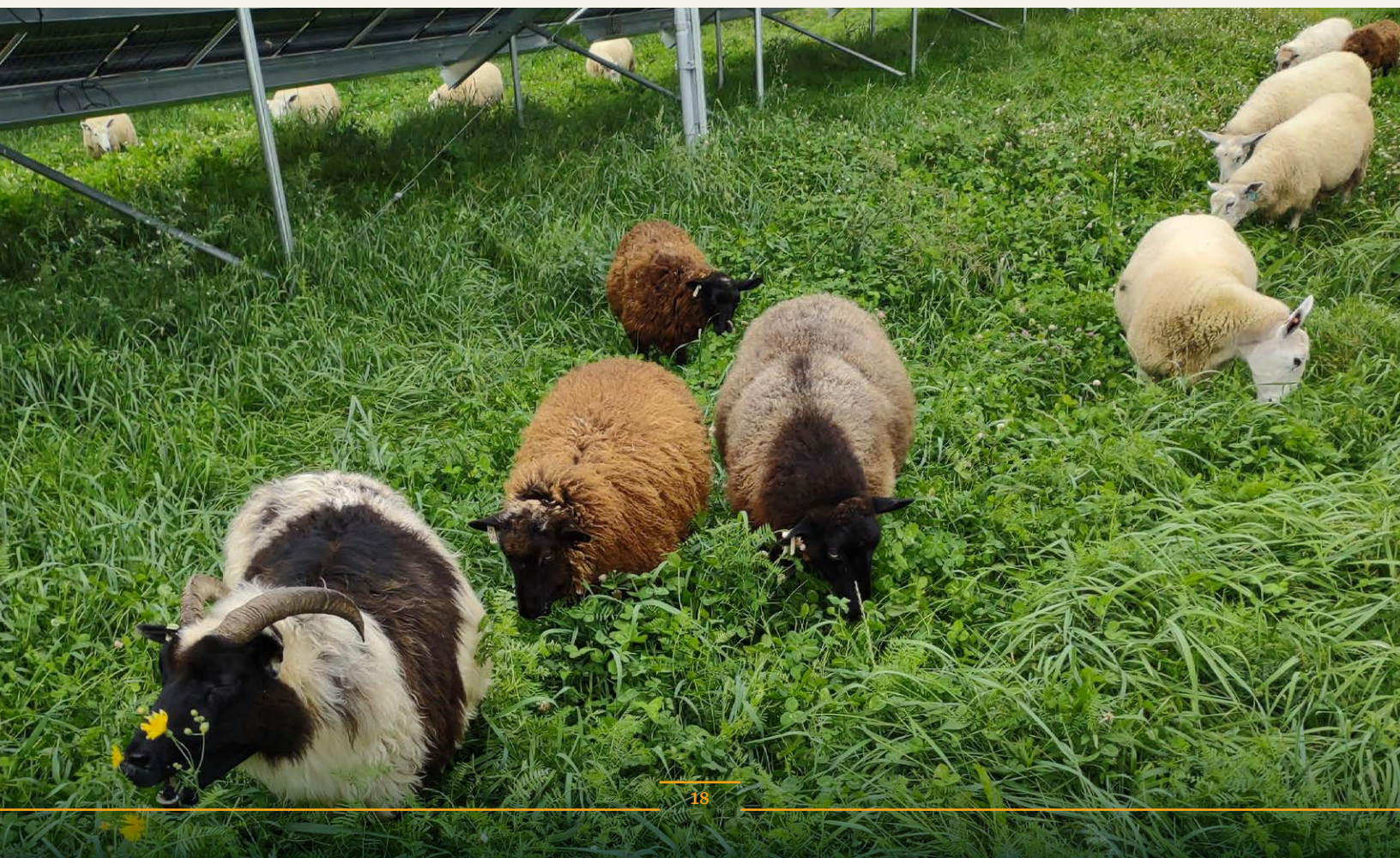
Implications for Current and Future Agricultural Production

Readfield's ordinance permits solar development (with Planning Board approval) in the Rural Zone where most of the farmland in town is located, while emphasizing the community's goals and values around protection of natural and agricultural resources. The ordinance does not contain specific solar siting standards; rather, it guides siting through references to the goals and objectives of the Town Comprehensive Plan, and creates opportunities for the Planning Board to address relevant issues with developers on a case-by-case basis. Therefore, the onus will be on the Planning Board to apply the values-based standards of the ordinance in ways that protect natural and agricultural resources and advance the objectives of the Town Comprehensive Plan. The Comprehensive Plan is also currently being updated, so the goals, objectives and strategies that

are established in the revised plan will play an important role in guiding solar siting in the future.

While the ordinance does not specifically encourage dual-use projects, Readfield officials are interested in those types of projects, and believe that the ordinance contains enough language related to maintenance of open space and farms to be able to address this topic with solar developers.

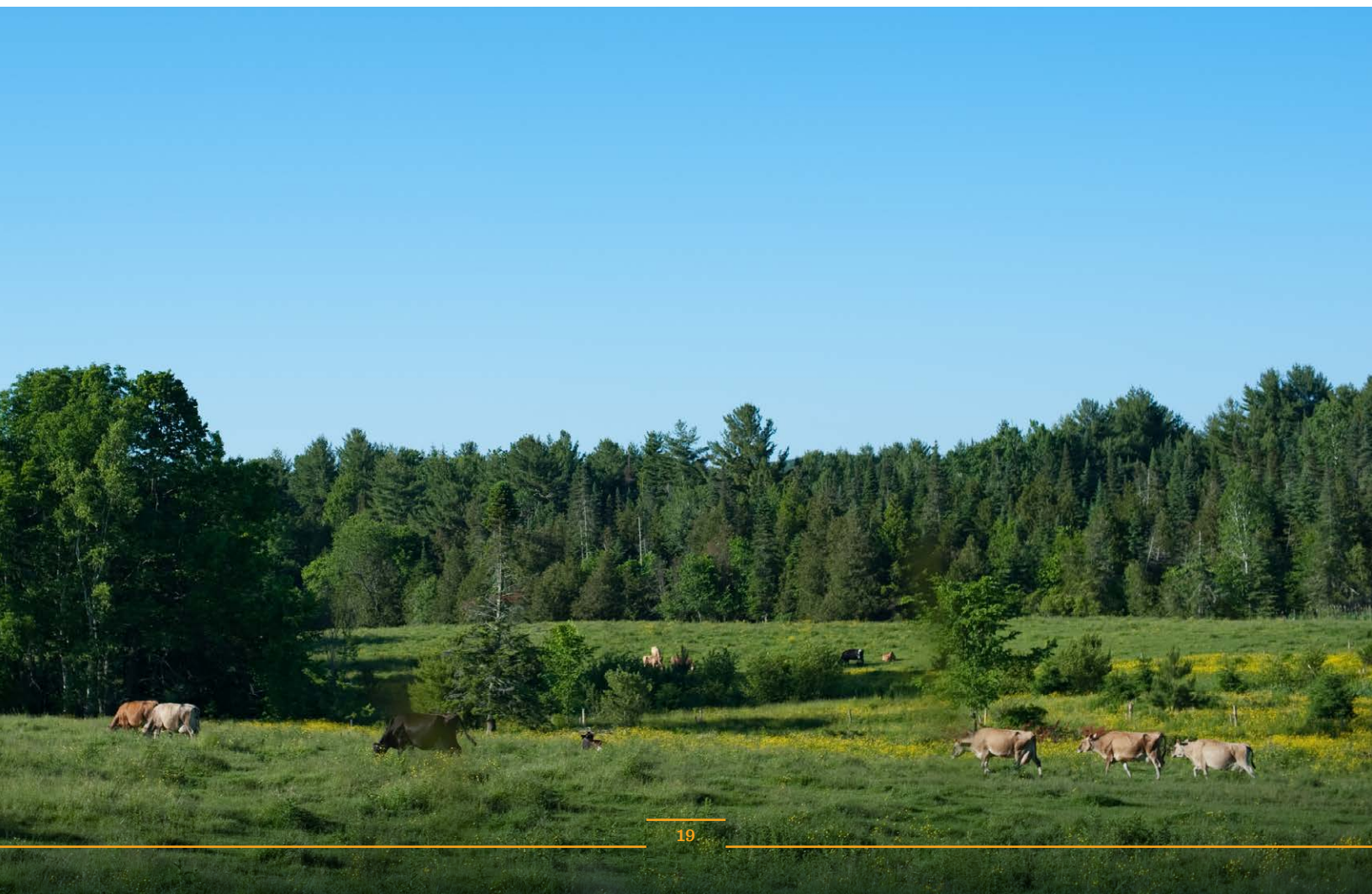
Other future considerations for Readfield officials include how it could be beneficial for towns to be able to communicate their goals and priorities for solar siting before solar developers conduct site searches in their community. This would provide an opportunity for towns to help to guide balanced siting before developers come to them with a proposed project site.



Conclusion

The solar ordinance provisions and case studies described above are based on newly-adopted ordinances, so it will take time and further investigation to determine the extent to which they are effective in supporting renewable energy development while minimizing impacts to important agricultural resources. Towns can consider whether the tools and approaches outlined here might help to inform efforts to support balanced solar siting in their community.

Towns can also refer to the complete *Cultivating Maine's Agricultural Future* guide and Second Edition of that guide once it is released for information on a broad range of municipal policy tools and planning strategies to support local agriculture.



Appendix

Stakeholder Recommendations for Balanced Solar Siting

In response to both a recommendation included in the updated climate action plan, *Maine Won't Wait*,³⁷ and legislation adopted by the Maine Legislature in 2021,³⁸ Maine's Department of Agriculture, Conservation and Forestry and the Governor's Energy Office convened an Agricultural Solar Stakeholder Group in 2021 to make policy recommendations to balance the need to protect the state's farmland with the need to increase solar energy generation.

The Stakeholder Group's final report includes several [recommendations](#)³⁹ that will be important to achieving a balance between these important needs, such as:

- Creating **greater regulatory efficiency** for well-sited solar projects through the permit-by-rule process;
- Supporting the creation of a **dual-use pilot program** to allow for the collection of data on how dual-use could be a viable model for agricultural operations and solar production;
- Creating a **centralized database** of information and impact trends related to approved and constructed projects;
- Providing more **technical assistance to municipalities** as they work to evaluate solar projects; and
- Ensuring the **involvement of agricultural stakeholders** in the creation of siting policy so that impacts to important agricultural and natural resources are considered and that well-sited projects are given a leg up in renewable energy programs.

The Stakeholder Group also developed the following definitions to describe dual-use and co-location solar projects:⁴⁰

- **Dual-use projects** are solar installations on farmland that allow for primary agricultural activities (such as animal grazing and crop/vegetable production) to be maintained simultaneously on the farmland. Dual-use designs may (but are not required to) include increased panel height or expanded panel row spacing to improve compatibility with farming operations and crop production.
- **Co-location projects** generally involve conventional ground-mounted solar installations (designs that have not been modified to accommodate agricultural use) that either host non-agricultural plantings with additional environmental benefits or involve siting a more conventional solar installation on a portion of farmland, while retaining other farmland for agricultural use.

Appendix

Resources for Towns

Maine

<i>Final Report of the Agricultural Solar Stakeholder Group</i> , (January, 2022)	https://www.maine.gov/energy/studies-reports-working-groups/current-studies-working-groups/agricultural-solar-stakeholder-group
Maine Department of Agriculture, Conservation and Forestry, <i>LD 820 Report to the Legislature</i> (February 8, 2022)	https://www1.maine.gov/DACF/ard/resources/docs/soalar-report-ld820.pdf
Maine Department of Agriculture, Conservation and Forestry, Agricultural Solar Siting Resources	https://www.maine.gov/dacf/ard/resources/solar.shtml
Maine Audubon, <i>Best Practices for Low Impact Solar Siting, Design, and Maintenance: Avoiding and Minimizing Impacts to Natural and Agricultural Resources</i> , (November, 2019)	https://maineaudubon.org/wp-content/uploads/2020/09/Best-Practices-Nov-2019-singl-pgsLR.pdf
Maine Audubon Renewable Energy Siting Tool	https://audubon.maps.arcgis.com/apps/webappviewer/index.tml?id=28bece227ab04c0e9c148cddba7f0b5c
Maine Audubon, <i>Model Site Plan Regulations and Conditional Use Permits to Support Solar Energy Systems in Maine Municipalities</i> (February, 2020)	https://maineaudubon.org/wp-content/uploads/2020/03/ModelSolarOrdinance-Feb2020-FINAL.pdf
Maine's Soil and Water Conservation Districts	https://www.maine.gov/dacf/about/commissioners/soil-water/index.shtml

National

American Farmland Trust's Farmland Information Center Solar Siting Resources	https://farmlandinfo.org/solar-siting/
Vermont Law School's Farm and Energy Initiative's Farmland Solar Policy Design Toolkit	https://farmandenergyinitiative.org/projects/farmland-solar-policy/policy-design-toolkit/
Bill Penerson and Brooks Lamb, <i>Agrivoltaics: Producing Solar Energy While Protecting Farmland</i> , New Haven, CT: Yale Center for Business and the Environment (October, 2021)	https://farmlandinfo.org/publications/agrivoltaics-producing-solar-energy-while-protecting-farmland/

Appendix

References by Section

Why It Matters

- 1 Sarah Haggerty, Maine Audubon, “Solar Siting: Encouraging Thoughtfully Sited Renewable Energy Development,” Presentation to the Agricultural Solar Stakeholder Group, (June 3, 2021).
- 2 Caveats about the solar project dataset used in this analysis: The Maine DEP Solar Site Permit Polygon dataset is a representation of the solar sites that have been reviewed and approved by the Maine DEP. This dataset is not a representation of all the solar sites in Maine, just those that the Maine DEP has reviewed (many smaller sites don’t require DEP review). Polygons are based on the best available map and/or dataset which is often a detailed site plan but sometimes may be a parcel or multiple parcel boundaries. For this reason, the user cannot assume that the acreage represented by the polygon is an accurate representation of the acreage of the final solar site (Sarah Haggerty, Maine Audubon, email March 11, 2022).
- 3 “Prime farmland” and “soils of statewide importance” possess the most desirable attributes for agricultural production and are designated by the U.S. Department of Agriculture Natural Resources Conservation Service. See: U.S. Code of Federal Regulations Title 7 Subsection 657.5 “Identification of important farmlands:” <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-F/part-657>, and Maine Instruction 430-380 – Prime, Statewide, Unique and Locally Important Designation: https://www.nrcs.usda.gov/wps/PA_NRCSCConsumption/download?cid=nrcseprd1585016&ext=pdf.
- 4 *Final Report of the Agricultural Solar Stakeholder Group*, p. 17 (Jan 2022), Available at: <https://www.maine.gov/energy/studies-reports-working-groups/current-studies-working-groups/agricultural-solar-stakeholder-group>.

General Agricultural Solar Siting Guidelines

- 5 Maine Audubon, *Best Practices for Low Impact Solar Siting, Design, and Maintenance: Avoiding and Minimizing Impacts to Natural and Agricultural Resources*, (November 2019). Available at: <https://maineaudubon.org/advocacy/solar/>.

Municipal Ordinance Provisions to Support Balanced Solar Siting

- 6 City of Auburn, Chapter 60, Article XVIII, Solar Energy Generating Systems, available at: https://library.municode.com/me/auburn/codes/code_of_ordinances?nodeId=PTIICOOR_CH60ZO_ARTXVIIIISOENGESY. For City of Auburn’s use regulations for solar energy generating systems in the Agriculture and Resource Protection Zone: https://library.municode.com/me/auburn/codes/code_of_ordinances?nodeId=PTIICOOR_CH60ZO_ARTIVDIRE_DIV2AGREPRDI_S60-145USRE.
- 7 Town of Barre, Solar energy facilities special permit and site plan review, Section 140-10.1, available at: <https://ecode360.com/31873652>.
- 8 Town of Topsham, Solar energy conversion systems, Chapter 225-60.19, available at: <https://ecode360.com/36530347>.
- 9 Town of Monmouth, Comprehensive Development Ordinance, Last Amended July 14, 2020, “Solar Energy Systems,” Section 6.8.9, p. 63, available at: <https://monmouthmaine.gov/?SEC=8D406595-C7AF-4F90-9568-A5B2BC53914A>.

10 Town of Readfield Solar Ordinance, 6-8-2021, available at: <https://www.readfieldmaine.org/town-ordinances-policies-permits/pages/ordinances>.

11 City of Belfast, Chapter 102, Zoning Amendments Regarding Solar Energy Systems, available at: <https://www.cityofbelfast.org/443/Solar-Ordinance>.

Integrating Agricultural Production and Solar Generation

- 12 Michael Dennett, Crescent Run Farm, interview March 24, 2022.
- 13 Jessica Forcello, BlueWave, email June 1, 2022.
- 14 Dr. Lily Calderwood, Mara Scallion and Brogan Tooley, University of Maine Cooperative Extension, “Investigating the Impact of Solar Installation Methods on Wild Blueberry Production” in *2021 Wild Blueberry Research and Extension Reports*, p. 149 (Jan 2022).

Maine Solar Decommissioning Law

15 LD 802, *An Act To Ensure Decommissioning of Solar Energy Developments*. The law applies to projects that began construction on or after October 1, 2021, as well as to projects that undergo an ownership transfer after October 1, 2021.

Town of Topsham Case Study

- 16 This case study was developed in part from input and information provided by the following individuals: Rod Melanson (Director of Planning, Development and Codes, Town of Topsham); Andrew Deci (former Assistant Town Planner, Town of Topsham); Yvette Meunier (Topsham Solar Advocates); Victor Langelo (Topsham Solar Advocates; Topsham Conservation Commission); and Nick Whatley (Topsham Solar Advocates; Whatley Farm).
- 17 Town of Topsham, Zoning Definitions, Chapter 225-6 “Solar Energy Conversion System (Ground-Mounted)”.
- 18 Town of Topsham, Table of Use Regulations, 225 Attachment, last amended July 2, 2020.
- 19 Town of Topsham, Solar energy conversion systems, Chapter 225-60.19.B, Accessed Nov 11, 2021.
- 20 *Topsham Natural Areas Plan*, p. 21.
- 21 Town of Topsham, Solar energy conversion systems, Chapter 225-60.19.F, Accessed Nov 11, 2021.
- 22 Town of Topsham, Solar energy conversion systems, Chapter 225-60.19.E(1)(b), Accessed Nov 11, 2021.
- 23 Town of Topsham, Solar Energy Conversion Systems Habitat Mitigation Fee Map, available at: <https://ecode360.com/documents/TO1615/public/575918716.pdf>.

Appendix

References by Section (continued)

City of Auburn Case Study


- 24 Auburn Agriculture Committee, Auburn's Ag Zone Land Use Inventory, (Jan 20, 2022). Available at: <https://storymaps.arcgis.com/stories/4b6f2bfb15d247e3a370cb7abd9f9a26>.
- 25 This case study was developed in part from input and information provided by the following individuals: Eric Cousens (Director of Planning and Permitting, City of Auburn); Megan Norwood (former City Planner, City of Auburn); Kathy Shaw (Owner, Valley View Farm in Auburn; Chair, Auburn Agriculture Committee).
- 26 City of Auburn Ad Hoc Committee, *Final Report: Study to Support and Enhance Auburn's Agricultural and Resource Sector*, p. 3 (July, 2018).
- 27 At the time of writing, the Auburn Agriculture Committee is being restructured as a working group that will focus on issues related to agriculture, conservation and sustainability (Eric Cousens, Director of Planning and Permitting, City of Auburn; interview March 2, 2022).
- 28 City of Auburn, Agriculture Resource and Protection District Sec. 60-145(b) (19)(d), Accessed Oct 20, 2021.
- 29 City of Auburn, Agriculture Resource and Protection District Sec. 60-145(b) (19)(g), Accessed Oct 20, 2021.
- 30 City of Auburn, Agriculture Resource and Protection District Sec. 60-145(b) (19)(i)(1), Accessed Oct 20, 2021.

Town of Readfield Case Study

- 31 Town of Readfield Comprehensive Plan, p. 91 (Adopted June 11, 2009).
- 32 This case study was developed in part from input and information provided by the following individuals: Henry Clauson (Readfield Planning Board); Eric Dyer (Readfield Town Manager); Chip Stephens (Code Enforcement Officer, Town of Readfield); and Jerry Bley (Readfield Conservation Commission).
- 33 Town of Readfield Solar Ordinance, Section 2.e, Accessed Jan 27, 2022.
- 34 Town of Readfield Solar Ordinance, Section 7.19 (Large and Medium-Scaled Ground-Mounted Solar Energy Systems), Accessed Jan 27, 2022.
- 35 Town of Readfield Solar Ordinance, Section 7.20 (Large and Medium-Scaled Ground-Mounted Solar Energy Systems), Accessed Jan 27, 2022.
- 36 Town of Readfield Solar Ordinance, Section 7.1 (Large and Medium-Scaled Ground-Mounted Solar Energy Systems), Accessed Jan 27, 2022.

Stakeholder Recommendations for Balanced Solar Siting

- 37 Maine Climate Council, *Maine Won't Wait: A Four-Year Plan for Climate Action*, p. 76 (Dec 2020), <https://www.maine.gov/climateplan/the-plan>. Recommendation: "Develop policies by 2022 to ensure renewable energy project siting is streamlined and transparent while seeking to minimize impacts on natural and working lands and engaging key stakeholders."
- 38 LD 820, Resolve, *To Convene a Working Group To Develop Plans To Protect Maine's Agricultural Lands When Siting Solar Arrays*, https://legislature.maine.gov/bills/display_ps.asp?PID=1456&snum=130&paper=SP0206. This bill directed Maine's DACF to convene a working group of stakeholders to develop plans to discourage the use of land of higher agricultural value and encourage the use of more marginal agricultural lands when siting a solar array.
- 39 *Final Report of the Agricultural Solar Stakeholder Group*, p. 4 (Jan 2022). A more detailed summary of these recommendations can be found at: www.mainefarmlandtrust.org/stakeholder-group-recommendations-for-creating-balanced-solar-energy-development/.
- 40 *Final Report of the Agricultural Solar Stakeholder Group*, p. 27 (Jan 2022).



Maine Farmland Trust is a member-powered non-profit that protects farmland, supports farmers, and advances the future of farming.

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