

TOWN OF ELIOT, MAINE

PLANNING BOARD AGENDA

TYPE OF MEETING: REMOTE
DATE: Tuesday, July 21, 2020
PLACE: ZOOM ONLINE MEETING
TIME: 7:00 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
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENCE
4. 10-MINUTE PUBLIC INPUT SESSION
5. REVIEW AND APPROVE MINUTES
 - a. July 7, 2020 - if available
6. NOTICE OF DECISION
7. PUBLIC HEARING
 - a. **21 Foxbrush Drive (Map 50 / Lot 19) PB20-09:** Shoreland Zoning application to remove an existing legally non-conforming house and rebuild a new expanded residence "to the greatest practical extent" for Charles and Cheryl Tewell.
8. OLD BUSINESS
 - a. PB19-24 - Main Street Subdivision (to be named at a later date) 787 Main Street (PID# 006-004-000) and 0 Main Street (PID# 006-154-000), Seven Lot Residential Subdivision.
8. NEW BUSINESS
 - b. **17/19 Levesque Drive (Map 29 / Lot 26) PB#20-9 (PID#029-026-000):** Preliminary Review - Marijuana Testing Facility within the Eliot Commons Professional Park for Guy Sylvester (DBA – CATLAB, LLC)
9. CORRESPONDENCE
10. SET AGENDA AND DATE FOR NEXT MEETING
 - a. August 4, 2020
11. ADJOURN

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 7:00 (Please note: streaming a remote meeting can be delayed up to a minute)

Instructions to join remote meeting:

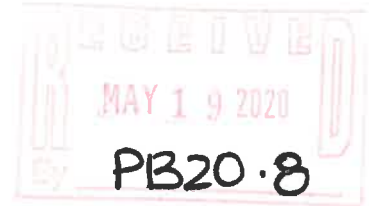
- a. To participate please call into meeting 5 minutes in advance of meeting start time. Please note that Zoom does state that for some carriers this can be a toll call. You can verify by contacting your carrier.
- b. Please call **1-646-558-8656**
 1. When prompted enter meeting number: **990 6146 9563 #**
 2. When prompted to enter Attendee ID **press #**
 3. When prompted enter meeting password: **581166 #**
- 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 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


Denny Lentz – Chair

May 19, 2020



David C.M. Galbraith
Planning Consultant / Town Planner
Town of Eliot
1333 State Road
Eliot, Maine 03903



Re: Shoreland Application – Tax Map 50 Lot 19
Expansion to Non-Conforming Structure in Shoreland Zone

Dear Mr. Galbraith:

Tidewater Engineering & Surveying, Inc. is pleased to submit this Application for Site Plan Review to the Town of Eliot Planning Board on behalf of Charles & Cheryl Tewell, owners of Tax Map 50 Lot 19. The application is for the replacement of a non-conforming residential structure located within the Limited Residential Shoreland Overlay District.

The following documents are provided for your review:

1. Request for Planning Board Action Form
2. Shoreland Zoning Permit Application
3. Site Plan Review Submission Checklist
4. Abutter Listing
5. Project Narrative
6. Architectural Plans
7. Location Map
8. Current Deed
9. FEMA Flood Zone Overlay
10. Replacement Subsurface Wastewater Disposal Design
11. Proposed Site Plan & Erosion & Sediment Control Plan

We look forward to the opportunity to present this application at the next available Planning Board meeting. If you have any questions, please do not hesitate to contact me.

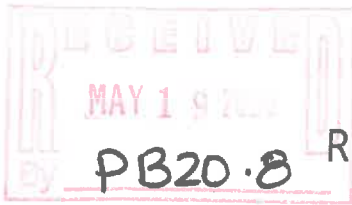
Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan M. McCarthy".

Ryan M. McCarthy, P.E., P.L.S.

President
Tidewater Engineering & Surveying, Inc.
(207) 439-2222
ryan@tidewatercivil.com

Enclosures



TOWN OF ELIOT

1333 STATE RD. , ELIOT, ME 03903

Agent: Tidewater Engineering & Surveying, Inc.
89 Route 236 Unit 3
Kittery, ME 03904
207-439-2222
ryan@tidewatercivil.com

REQUEST FOR PLANNING BOARD ACTION

(FOR MISCELLANEOUS USES OR CHANGES)

Applicant **Charles & Cheryl Tewell (Agent: Tidewater Engineering & Surveying, Inc.)**

Mailing Address **P.O. Box 628** City **York Harbor** State **ME** Zip **03911-0628**

Telephone # **978-808-7970** Email address **chucktewell@aol.com**

(TO RECEIVE MEETING NOTICES)

Property Owner **(same as above)**

Mailing Address _____ City _____ State _____ Zip _____

Property address **21 Foxbrush Drive** Tax Map # **50** Lot # **19**

Size (acres) **0.243** Zoning District **Suburban** Shoreland Overlay District? **Limited Residential**

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

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

Nature of action requested:
(Example: *Request to amend a a previously approved site plan by adding a 10' x 20' addition*)

Request for approval to replace an existing non-conforming residential structure located within 75 feet of the Piscataqua River. The proposed replacement is subject to compliance with Sec. 44-32 of the Eliot Code of Ordinances. The applicant proposes to construct the new building further away from the Piscataqua River than the existing building to improve the shoreland setback. A replacement subsurface wastewater disposal system is also proposed. See proposed site plan.

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

Applicants signature Date 5/18/20

Property owners signature Date 5/18/20

TO BE COMPLETED BY PLANNING ASSISTANT

Date application received by PA _____ PA signature _____

Sketch plan required? YES NO

FEE AMOUNT \$ _____ DATE PAID: _____ FORM OF PAYMENT: _____



FOR OFFICE USE ONLY: **PB20-8**
 PERMIT NO.: _____
 ISSUE DATE: _____
 FEE AMOUNT: _____

TOWN OF ELIOT
SHORELAND ZONING PERMIT APPLICATION

GENERAL INFORMATION

1. APPLICANT Charles & Cheryl Tewell Agent: Tidewater Engineering & Surveying, PLLC		2. APPLICANT'S ADDRESS P.O. Box 628 York Harbor, Maine 03911-0628		3. APPLICANT'S TEL. # Applicant: 978-808-7970 Agent: 207-439-2222	
4. PROPERTY OWNER Charles & Cheryl Tewell		5. OWNER'S ADDRESS P.O. Box 628 York Harbor, Maine 03911-0628		6. OWNER'S TEL. # Owner: 978-808-7970	
7. CONTRACTOR N/A		8. CONTRACTOR'S ADDRESS N/A		9. CONTRACTOR'S TEL. # N/A	
10. LOCATION/ADDRESS OF PROPERTY 21 Foxbrush Drive		11. TAX MAP/PAGE & LOT # AND DATE LOT WAS CREATED Tax Map 50 Lot 19 Year 1931+/-		12. ZONING DISTRICT Suburban	
13. DESCRIPTION OF PROPERTY INCLUDING A DESCRIPTION OF ALL PROPOSED CONSTRUCTION, (E.G. LAND CLEARING, ROAD BUILDING, SEPTIC SYSTEMS, AND WELLS - PLEASE NOTE THAT A SITE PLAN SKETCH IS REQUIRED ON PAGE 3). Request for approval to demolish an existing non-conforming residential structure and construct a new residential structure on the property. The proposed modifications are subject to shoreland regulations pursuant with Sec. 44-32 of the Eliot Code of Ordinances. The existing structure to be demolished is located at the edge of the Piscataqua River and does not comply with the shoreland setback. The new structure will be shifted approximately 25 feet away from the river and decrease the shoreland non-conformity. It is not feasible to meet the 75 foot shoreland setback due to the lot configuration and size. The existing septic system on the property will be replaced with a new, improved system that includes pre-treatment technology prior to being discharged to the leach field. See project narrative and proposed site plan submitted with the application for more detail.					

14. PROPOSED USE OF PROJECT Year Round Residential Dwelling Unit	15. ESTIMATED COST OF CONSTRUCTION \$250,000
--	--

SHORELAND AND PROPERTY INFORMATION

16. LOT AREA (SQ. FT.) 10,606 SF (Upland of Highest Annual Tide Line)	17. FRONTAGE ON ROAD (FT.) None
18. SQ. FT. OF LOT TO BE COVERED BY NON-VEGETATED SURFACES 2,120 SF	19. ELEVATION ABOVE 100 YR. FLOOD Not located within flood zone.
20. FRONTAGE ON WATERBODY (FT.) 113 FT +/-	21. HEIGHT OF PROPOSED STRUCTURE 20.5 feet above natural grade on downhill side of structure. See plan for calculations.
22. EXISTING USE OF PROPERTY Residential	23. PROPOSED USE OF PROPERTY Residential

Note: Questions 24 & 25 apply only to expansions of portions of existing structures which are less than the required setback.

<p>24. A) TOTAL FLOOR AREA OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89:</p> <p>See Calculations on Site Plan _____ SQ. FT.</p> <p>B) FLOOR AREA OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT:</p> <p>See Calculations on Site Plan _____ SQ. FT.</p> <p>C) FLOOR AREA OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK:</p> <p>See Calculations on Site Plan _____ SQ. FT.</p> <p>D) % INCREASE OF FLOOR AREA OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89:</p>	<p>25. A) TOTAL VOLUME OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89:</p> <p>Volume No Longer Applicable Per Sec. 44-32(c) _____ CUBIC FT.</p> <p>B) VOLUME OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT:</p> <p>Volume No Longer Applicable Per Sec. 44-32(c) _____ CUBIC FT.</p> <p>C) VOLUME OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK:</p> <p>Volume No Longer Applicable Per Sec. 44-32(c) _____ CUBIC FT.</p> <p>D) % INCREASE OF VOLUME OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89:</p>
--	--

$(\% \text{ INCREASE} = \frac{B+C}{A} \times 100)$ <p>26.7% See Calculations on Site Plan %</p>	$(\% \text{ INCREASE} = \frac{B+C}{A} \times 100)$ <p>Volume No Longer Applicable Per Sec. 44-32(c) %</p>
--	--

NOTE: IT IS IMPERATIVE THAT EACH MUNICIPALITY DEFINE WHAT CONSTITUTES A STRUCTURE, FLOOR AREA, AND VOLUME AND APPLY THOSE DEFINITIONS UNIFORMLY WHEN CALCULATING EXISTING AND PROPOSED SO. FT. AND CU. FT.

SITE PLAN

PLEASE INCLUDE: LOT LINES; AREA TO BE CLEARED OF TREES AND OTHER VEGETATION; THE EXACT POSITION OF PROPOSED STRUCTURES, INCLUDING DECKS, PORCHES, AND OUT BUILDINGS WITH ACCURATE SETBACK DISTANCES FROM THE SHORELINE, SIDE AND REAR PROPERTY LINES; THE LOCATION OF PROPOSED WELLS, SEPTIC SYSTEMS, AND DRIVEWAYS; AND AREAS AND AMOUNTS TO BE FILLED OR GRADED. IF THE PROPOSAL IS FOR THE EXPANSION OF AN EXISTING STRUCTURE, PLEASE DISTINGUISH BETWEEN THE EXISTING STRUCTURE AND THE PROPOSED EXPANSION.

NOTE: FOR ALL PROJECTS INVOLVING FILLING, GRADING, OR OTHER SOIL DISTURBANCE YOU MUST PROVIDE A SOIL EROSION CONTROL PLAN DESCRIBING THE MEASURES TO BE TAKEN TO STABILIZE DISTURBED AREAS BEFORE, DURING AND AFTER CONSTRUCTION (See attached guidelines)

See Attached Site Plan

SCALE: _____ = _____ FT.

FRONT OR REAR ELEVATION

See Attached Architectural Plans

SIDE ELEVATION

See Attached Architectural Plans

**DRAW A SIMPLE SKETCH SHOWING BOTH THE EXISTING
AND PROPOSED STRUCTURES WITH DIMENSIONS**

ADDITIONAL PERMITS, APPROVALS, AND/OR REVIEWS REQUIRED

CHECK IF REQUIRED:

- PLANNING BOARD REVIEW APPROVAL
(e.g. Subdivision, Site Plan Review)
- BOARD OF APPEALS REVIEW APPROVAL
- FLOOD HAZARD DEVELOPMENT PERMIT
- EXTERIOR PLUMBING PERMIT
(Approved HHE 200 Application Form)
- INTERIOR PLUMBING PERMIT

- DEP PERMIT (Site Location,
Natural Resources Protection Act)

**MAINE DEP NRPA PERMIT-BY-RULE REQUIRED PER SECTION 1:
ACTIVITIES ADJACENT TO PROTECTED NATURAL RESOURCES**

- ARMY CORPS OF ENGINEERS PERMIT
(e.g. Sec. 404 of Clean Waters Act)


OTHERS:

NOTE: APPLICANT IS ADVISED TO CONSULT WITH THE CODE ENFORCEMENT OFFICER AND APPROPRIATE STATE AND FEDERAL AGENCIES TO DETERMINE WHETHER ADDITIONAL PERMITS, APPROVALS, AND REVIEWS ARE REQUIRED

I CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION IS ACCURATE. ALL PROPOSED USES SHALL BE IN CONFORMANCE WITH THIS APPLICATION AND THE TOWN OF ELIOT SHORELAND ZONING ORDINANCE. I AGREE TO FUTURE INSPECTIONS BY THE CODE ENFORCEMENT OFFICER AT REASONABLE HOURS.


APPLICANT'S SIGNATURE

5/18/20
DATE


AGENT'S SIGNATURE (if applicable)
Ryan McCarthy, P.E.
Tidewater Engineering & Surveying, Inc.

5/18/20
DATE

SITE PLAN REVIEW SUBMISSIONS CHECKLIST

Applicant Name: Charles & Cheryl Tewell

Date: May 18, 2020

Map / Lot / Zone: Map 50 Lot 19, Suburban Zone & Limited Residential Shoreland

This checklist has been prepared to assist applicants in developing applications. It should be used as a guide in assembling the information necessary for a site plan review. The Planning Board also will be using the checklist to make sure that your application is complete. Once the checklist is filled out according to the instructions below it should be submitted with the application form.

1. Indicate if the information has been submitted by checking the appropriate box in column 1;
2. At the initial Completeness Meeting with the Planning Board, the Board will review this list, and the Board Chairperson will check the appropriate box in column 2 when the Board has determined that the submission is sufficient and acceptable;
3. If you believe that a required submission is not applicable to your project, please discuss the matter with the Code Enforcement Officer or Town Planner. If the staff agrees that the submission is not applicable he will check the box in column 3;
4. If the staff denies a waiver request he will check the box in Column 4 and the Planning Board will make the determination at the Completeness Hearing.
5. The developer shall submit two originals of a site plan, drawn at a scale not smaller than one inch equals 20 feet, and ten copies reduced to 11 inches by 17 inches, and showing the following information unless the planning board waives these requirements, upon the written request of the applicant:

Note that this checklist only covers the submission requirements for a site plan review. It does not address the review standards that the application must meet in the next stage of the process.

SITE PLAN REVIEW REQUIRED SUBMITTALS		1	2	3	4
		Submitted by Applicant	Submission determined to be sufficient by the Planning Board	Submission determined not applicable by the Code Enforcement Officer.	Applicant requests waiver of Submission Requirement.
33-127 (1)	Development name or identifying title and the name of the town.	X			
33-127 (2)	Name and address of record owners, developer and designer	X			
33-127 (3)	Names and address of all abutters and their present land use.	X			
33-127 (4)	Perimeter survey of the parcel made and certified by a state-registered land surveyor, relating to reference points, showing true north point, graphic scale, corners of the parcel, date of survey, total acreage, existing easements, buildings, watercourses and other essential existing physical features.	X			
33-127 (5)	The location of temporary markers adequate to enable the planning board to locate readily and appraise the basic layout in the field.	X			
33-127 (6)	Contour lines at intervals of not more than five feet or at such intervals as the planning board may require, based on U.S. Geological Survey topographical map datum of existing grades where change of existing ground elevation will be five feet or more.	X			

SITE PLAN REVIEW REQUIRED SUBMITTALS		1	2	3	4
		Submitted by Applicant	Submission determined to be sufficient by Planning Board	Submission determined not applicable by the Code Enforcement Officer	Applicant requests waiver of Submission Requirement
33-127 (7)	Provisions of chapter 45 of this Code applicable to the area to be developed and any zoning district boundaries affecting the development.	X			
33-127 (8)	Provisions for collecting and discharging storm drainage, in the form of a drainage plan.	X			
33-127 (9)	Preliminary designs of any bridges or culverts which may be required.	N/A			
33-127 (10)	The location of all natural features or site elements to be preserved.	X			
33-127 (11)	A soil erosion and sediment control plan	X			
33-127 (12)	A high intensity soils report by a state certified soils scientist identifying the soils boundaries and names in the proposed development, with the soils information superimposed upon the plot plan. Such soils survey shall account for the water table in wet and dry seasons, slope, soil quality, etc.; and planning board approval will be conditioned upon compliance with any recommendations included in such report.	Waiver			X
33-127 (13)	The location and size of any existing sewers and water mains, culverts and drains on the property to be developed.	X			
33-127 (14)	Connection with existing water supply or alternative means of providing water supply to the proposed development.	X			
33-127 (15)	Connection with existing sanitary sewerage system or alternative means of treatment and disposal proposed.	X			
33-127 (16)	If a private sewage disposal system is proposed, location and results of tests to ascertain subsurface soil and groundwater conditions, depth to maximum groundwater level, location and results of soils testing.	X			
33-127 (17)	An estimated progress schedule.	X			
33-127 (18)	Construction drawings sufficient to enable the Code Enforcement Officer to verify the following information:				
a.	Total floor area, ground coverage and location of each proposed building, structure or addition.	X			
b.	All existing and proposed setback dimensions.	X			
c.	The size, location and direction and intensity of illumination of all major outdoor lighting apparatus and signs.	N/A			

SITE PLAN REVIEW REQUIRED SUBMITTALS		1	2	3	4
		Submitted by Applicant	Submission determined to be sufficient by Planning Board	Submission determined not applicable by the Code Enforcement Officer	Applicant requests waiver of Submission Requirement
d.	The type, size and location of all incineration devices.	N/A			
e.	The type, size and location of all machinery likely to generate appreciable noise beyond the lot lines.	N/A			
f.	The amount and type of any raw, finished or waste materials to be stored outside of roofed buildings, including their physical and chemical properties, if appropriate.	N/A			
g.	The location, type and size of all curbs, sidewalks, driveways, fences, retaining walls, parking space areas, and the layouts together with all dimensions	X			
h.	All landscaped areas, fencing and size and type of plant material proposed to be retained or planted.	X			
i.	A site plan for a telecommunication structure must provide a description and construction detail of the telecommunication structure, including plot plan identifying location of the structure on the property; dimensions of the structure; structural supports, if any; lighting; color; and equipment located on the structure, if any. This description shall also identify any accessory structures that are proposed in connection with the operation of the telecommunication structure.	N/A			
j.	Applications for subdivisions shall include all applicable submission requirements above, in addition to those required by chapter 41 of this Code. If these submission requirements conflict with the requirements of the chapter 41, the stricter standards shall apply.	N/A			
33-127 (19)	Site plans and construction drawings for new and existing structures listed as "SPR" in section 45-290 shall be submitted to the Eliot Fire Chief for review and comment prior to final approval by the planning board.	N/A			

In addition to the above — When applicable, the Planning Board may require detailed interior plans including dimensional measurements and uses of all interior spaces, placement of equipment, counters, etc. and when applicable, seating charts indicating table/chair arrangements and the number of requested tables and seats.

NO APPLICATION WILL BE SCHEDULED TO GO BEFORE THE PLANNING BOARD UNTIL STAFF HAS REVIEWED THE APPLICATION PACKET AND SIGNED THIS FORM!

Code Enforcement Officer/Town Planner

Date

Shoreland Zoning Application
Tax Map 50 Lot 19
21 Foxbrush Drive, Eliot, Maine



ABUTTER LISTING

1. TAX MAP 50 LOT 18
Janice K. Underhill
835 Long Hill Road Unit B
Middletown, CT 06417

2. TAX MAP 50 LOT 20
Terrie Harman Revocable Living Trust
Terrie Harman, Trustee
P.O. Box 463
New Castle, NH 03854

PROJECT NARRATIVE

The applicant, Charles & Cheryl Tewell, is requesting approval to demolish an existing non-conforming residential structure located on Tax Map 50 Lot 19 and construct a new residential structure. The parcel is located within the Suburban District (S) and the Limited Residential Overlay District according to the Town of Eliot Zoning Map. The existing structure is located entirely within the 75-foot setback from the Piscataqua River; therefore, the proposed development is subject to compliance with Section 44-32 of the Eliot Code of Ordinances.

The applicant proposes to construct the new building farther away from the Piscataqua River than the existing structure, thereby improving the non-conformity. Due to the lot size and configuration, it is not feasible to meet the 75-foot shoreland setback as it overlaps with the other property line setbacks. Additionally, the proposed replacement subsurface wastewater disposal system requires a 20-foot setback and further restricts the available building envelope. Based upon these considerations, we have positioned the new structure as far back from the Piscataqua River as possible, without encroaching into other setback areas. As a result, it is our opinion that the proposed configuration meets the setbacks to the greatest practical extent.

The proposed building will be located between 25 and 75 feet from the highest annual tide line. In accordance with Sec. 44-32(c)(1)c.1, expansions of non-conforming structures are permitting as follows...

For structures located less than 75 feet from the normal high-water line of a water body, tributary stream or upland edge of a wetland, the maximum combined total footprint for all structures may not be expanded to a size greater than 1,000 square feet or 30 percent larger than the footprint that existed on January 1, 1989, whichever is greater. The maximum height of any structure may not be made greater than 20 feet or the height of the existing structure, whichever is greater.

The proposed development has been designed to meet this requirement. All calculations to demonstrate compliance is depicted on the enclosed site plan for your review. Please note, based upon a review of the code files and aerial photographs, it appears that the existing deck was constructed after January 1, 1989, therefore we have excluded this area from the expansion calculations and it is proposed to be removed.

SEPTIC SYSTEM

The residential use is supported by an existing on-site subsurface wastewater disposal system and a drilled well. The subsurface wastewater disposal system is functioning adequately, however the applicant has obtained a design for a new system due to the proposed building relocation. The design of the new system incorporates a BioBarrier membrane bioreactor to

provide pre-treatment. A copy is included in the application and the proposed location is shown on the site plan. No changes to the existing well are proposed.

STORMWATER

The subject parcel is located along the Piscataqua River and is mostly developed with landscaped areas, a gravel driveway and the existing building. The highest point on the property is located toward the center of the lot. Approximately half of the stormwater runoff sheet flows from this high point westerly to the Piscataqua River while the remaining area sheet flows easterly across the driveway and to a small low-lying wetland on the abutting property.

The existing stormwater runoff characteristics will be maintained in the proposed conditions as the building and addition will be located along the high point of the property. Stormwater runoff will continue to sheet flow both westerly towards the Piscataqua River and easterly to the abutting wetland. The proposed development has been designed so that the total square footage of impervious surfaces on the property remains the same as in the existing conditions. As a result, the discharge rate of stormwater runoff exiting the site will remain similar to the existing conditions. Furthermore, shifting the building away from the Piscataqua River provides a larger vegetated buffer between the development and the shoreland resource. This buffer will provide more protection from erosion and improve filtration of the stormwater that sheet flows to the river.

CONSTRUCTION SCHEDULE

The applicant would like to begin construction immediately after obtaining the proper permits for the construction (summer 2020). The construction schedule will comply with Section 44-45 in that construction shall be started within one year of the issuance of the permit. Construction shall also be complete within two years of the issuance of the permit.

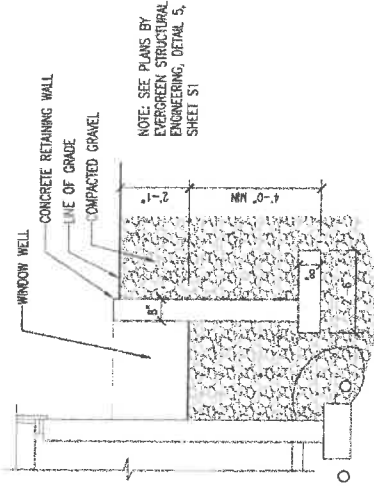
WAIVER REQUESTS

Sec. 33-127(1) High Intensity Soil Survey: Waiver Requested

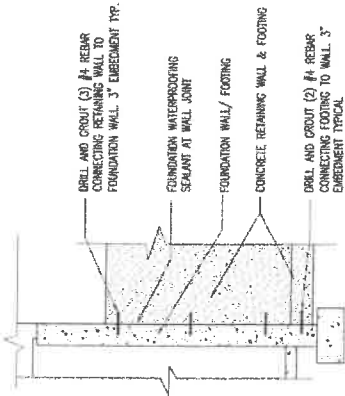
Reason: A medium intensity soil survey for York County prepared by the USDA Natural Resources Conservation Service indicates the site is primarily composed of a "Scantic silt loam" soil. The test pit completed by Albert Frick Associates for the replacement subsurface wastewater disposal found the existing soils to be consistent with this soil survey. Given the size of the lot and the previous stated information, a high-intensity soils report is unnecessary and is unlikely to provide additional information that would change the proposed site modifications.

LIST OF DRAWINGS:

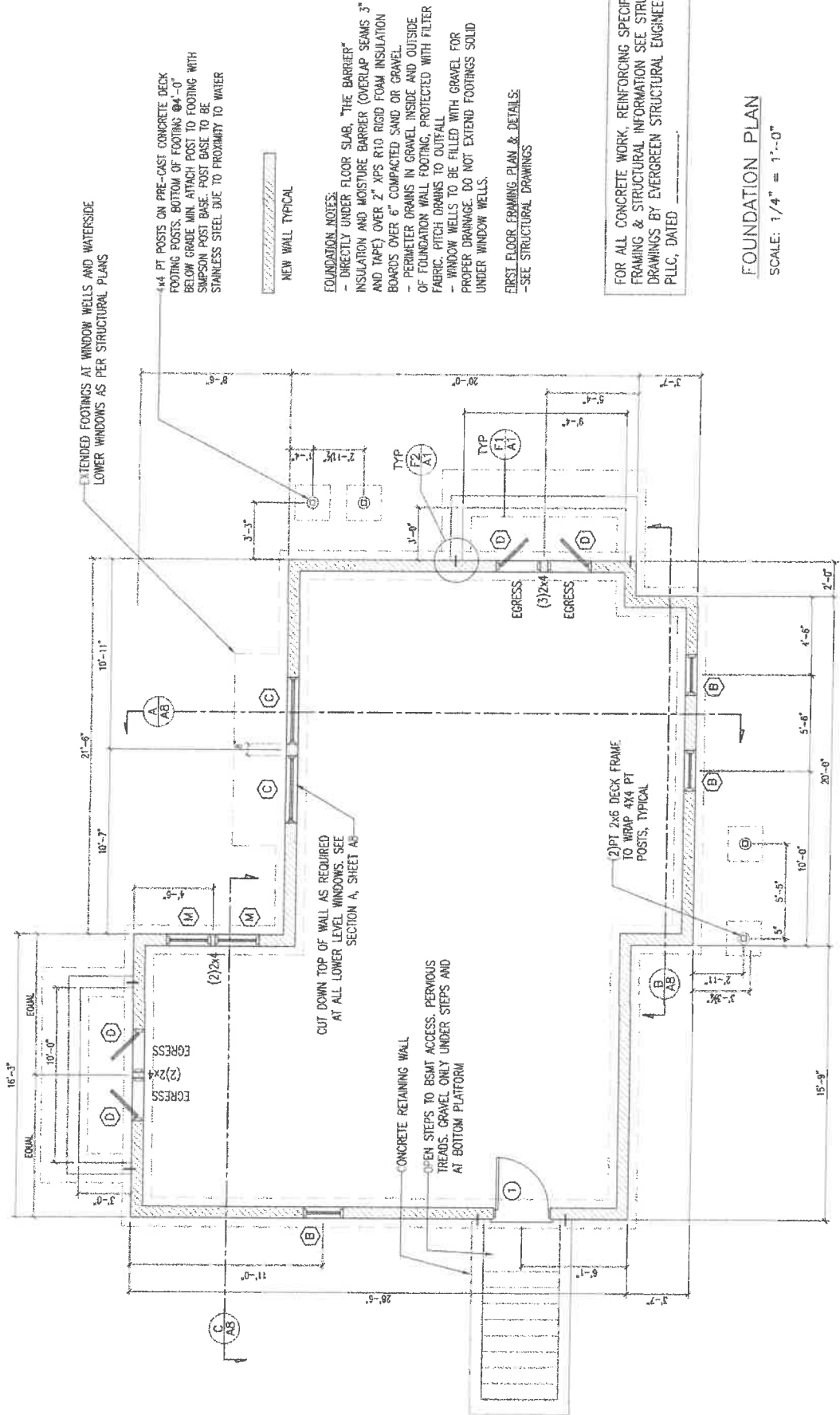
- A1 FOUNDATION PLAN, DETAIL F1
- A2 1ST FLOOR PLAN & WINDOW SCHEDULE
- A3 LOWER LEVEL PLAN & DOOR SCHEDULE
- A4 FRONT & NORTH ELEVATIONS
- A5 WATERSIDE & SOUTH ELEVATIONS
- A6 PORCH DETAIL & REFLECTED CEILING PLAN
- A7 ROOF PLAN
- A8 SECTIONS A, B & C



WINDOW WELL DETAIL F1
 3/8" = 1'-0"



ENDN. JOINING DETAIL F2
 3/8" = 1'-0"



NOTE: SEE PLANS BY EVERGREEN STRUCTURAL ENGINEERING, DETAIL S1, SHEET S1

CUT DOWN TOP OF WALL AS REQUIRED AT ALL LOWER LEVEL WINDOWS. SEE SECTION A, SHEET A5

(2) 2x6 DECK FRAME TO WRAP 4x4 PT POSTS, TYPICAL

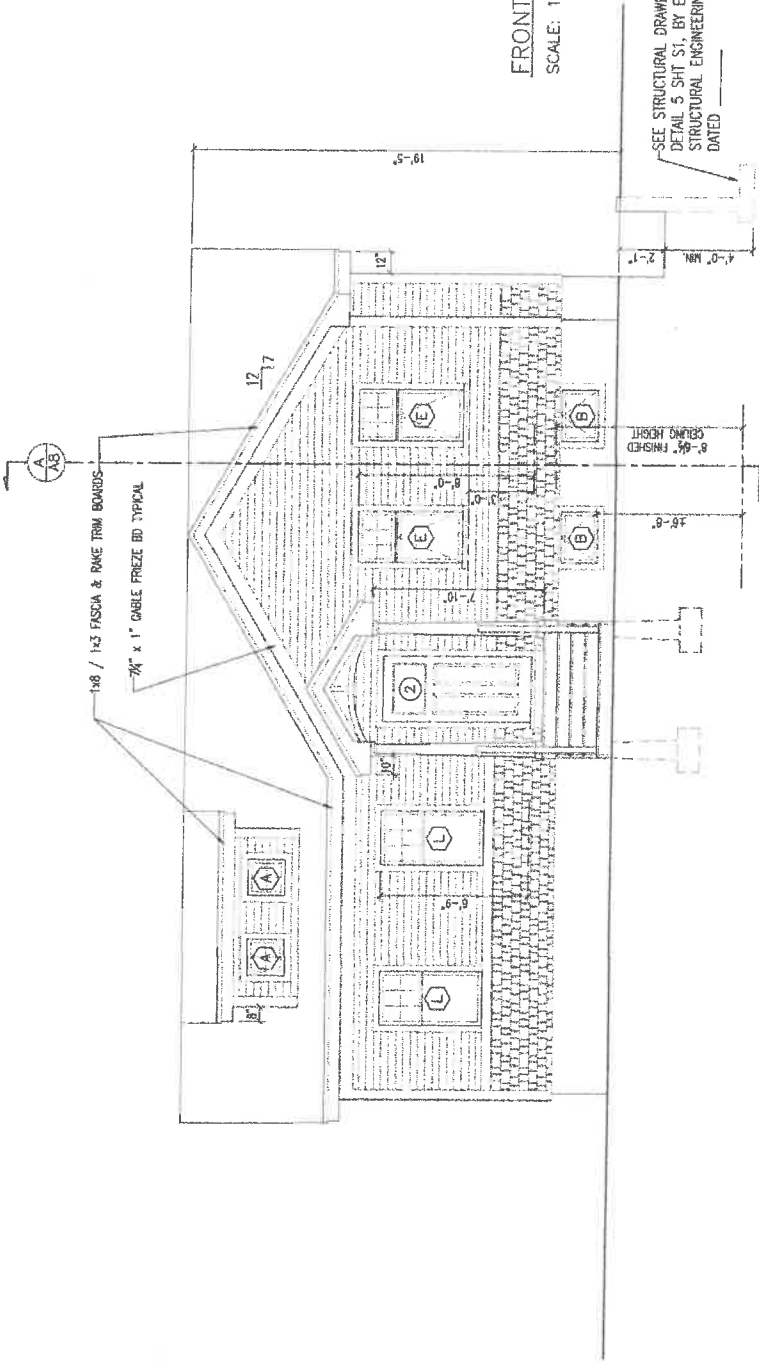
CONCRETE RETAINING WALL OPEN STEPS TO BEAM ACCESS. PERVIOUS TREADS. GRAVEL ONLY UNDER STEPS AND AT BOTTOM PLATFORM

EGRESS (2) 2x4

EGRESS (2) 2x4

EGRESS (3) 2x4

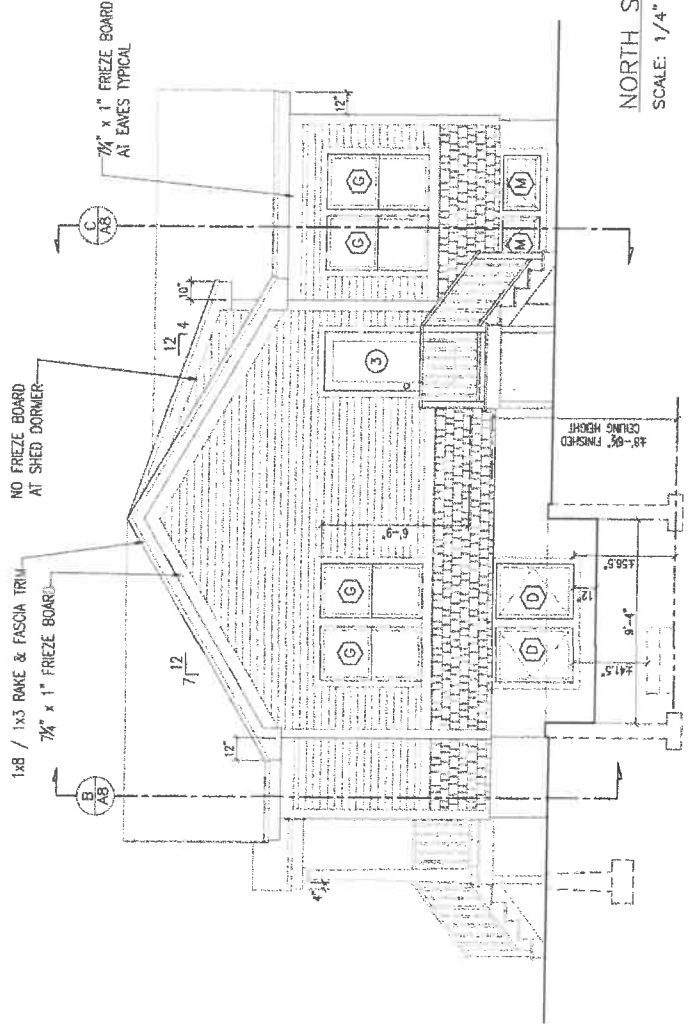
FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



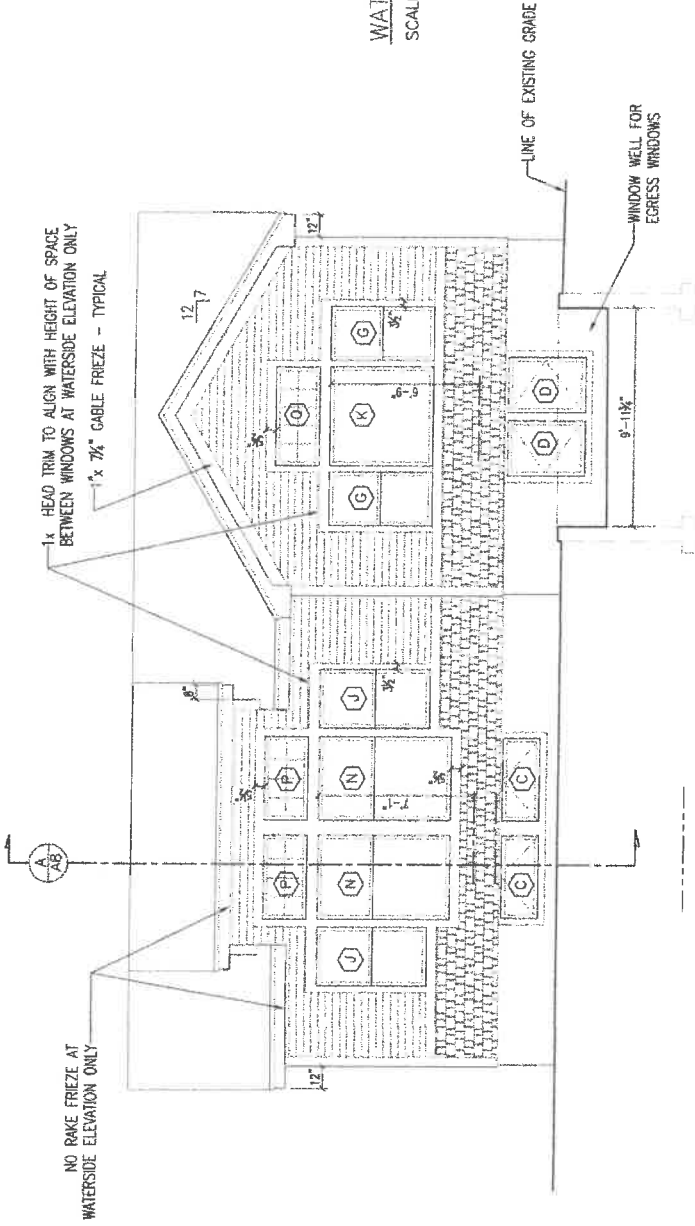
SEE STRUCTURAL DRAWINGS,
 DETAIL 5 SH1 S1, BY EVERGREEN
 STRUCTURAL ENGINEERING, PLLC
 DATED _____

- TYPICAL ELEVATION NOTES:**
- FOR FRONT PORCH DETAILS SEE SHEET A6, DETAIL 1
 - SIDING TYPES LOCATED AS SHOWN ON ELEVATIONS. ALL SIDING TO BE APPLIED OVER "CEDAR BREATHER" SIDING UNDERLAYMENT.
 - COMPOSITE MATERIAL CLAPBOARDS AT 4" EXPOSURE ABOVE HORIZONTAL TRIM BAND. CEDAR SHINGLES AT 5" EXPOSURE BELOW HORIZONTAL TRIM BAND. VERIFY MATERIAL CHOICES WITH OWNERS.
 - HORIZONTAL TRIM BAND TO BE 3/4" X 1" THICK - PRIMED PINE
 - CORNERBOARDS TO BE 5/8" X 1" THICK - PRIMED PINE
 - FOR EXTERIOR WINDOW AND DOOR TRIM SEE NOTES AT WINDOW & DOOR SCHEDULES.
 - OVERHANGS AS INDICATED
 - ROOFING TO BE ARCHITECTURAL GRADE ASPHALT SHINGLES, EXACT SELECTION AS PER OWNERS.
 - ONE STARTER COURSE BITUTHANE ICE & WATER SHIELD AT ALL EAVES, PEAKS, VALLEYS AND SIDEWALL TO ROOF INTERSECTIONS.
 - EXISTING BASEMENT WINDOWS TO REMAIN (NOT KEYS).
 - DECK & PORCH GUARDRAIL SYSTEM CODE REQUIREMENTS:
 - TOP OF RAIL AT 36" INCHES ABOVE FINISHED DECK MATERIAL & STAIR TREAD NOSING
 - SPACE BETWEEN BALUSTERS TO NOT ALLOW PASSAGE OF A 4" SPHERE. TRIANGULAR SPACE AT TREADS TO NOT ALLOW PASSAGE OF A 6" SPHERE
 - SELECTION OF POST, RAILS & BALUSTER STYLE AS PER OWNERS

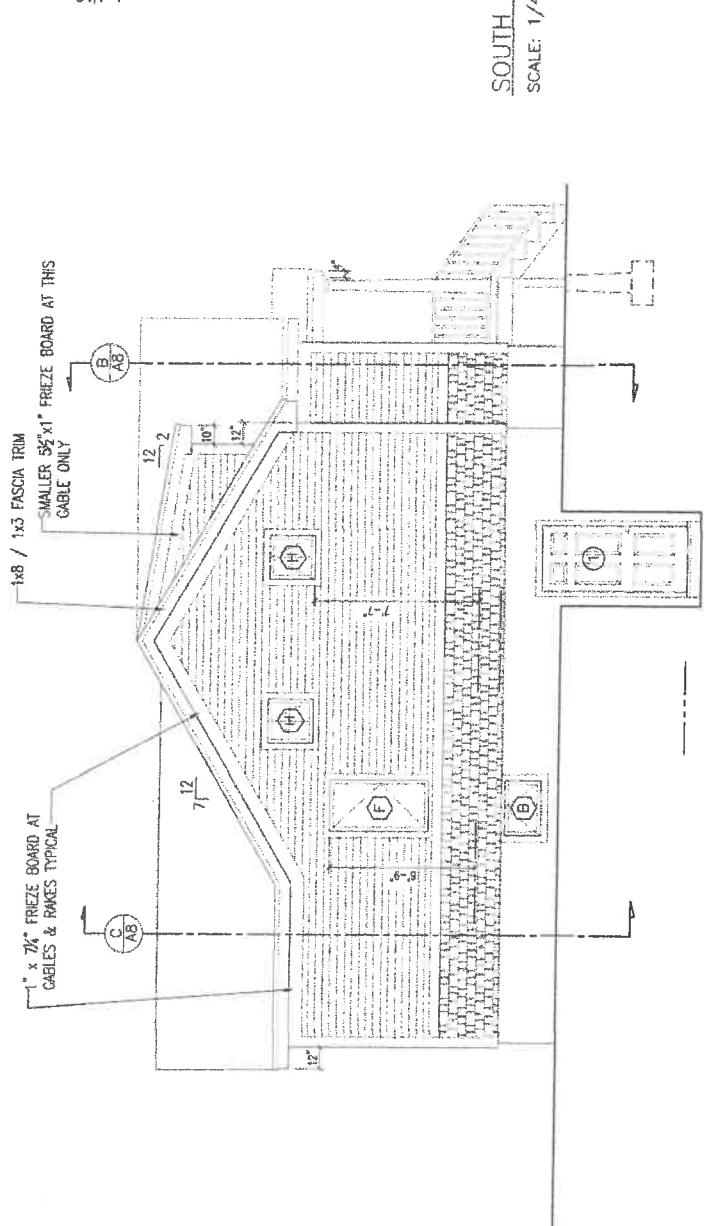
NORTH SIDE ELEVATION
 SCALE: 1/4" = 1'-0"



WATERSIDE ELEVATION
SCALE: 1/4" = 1'-0"

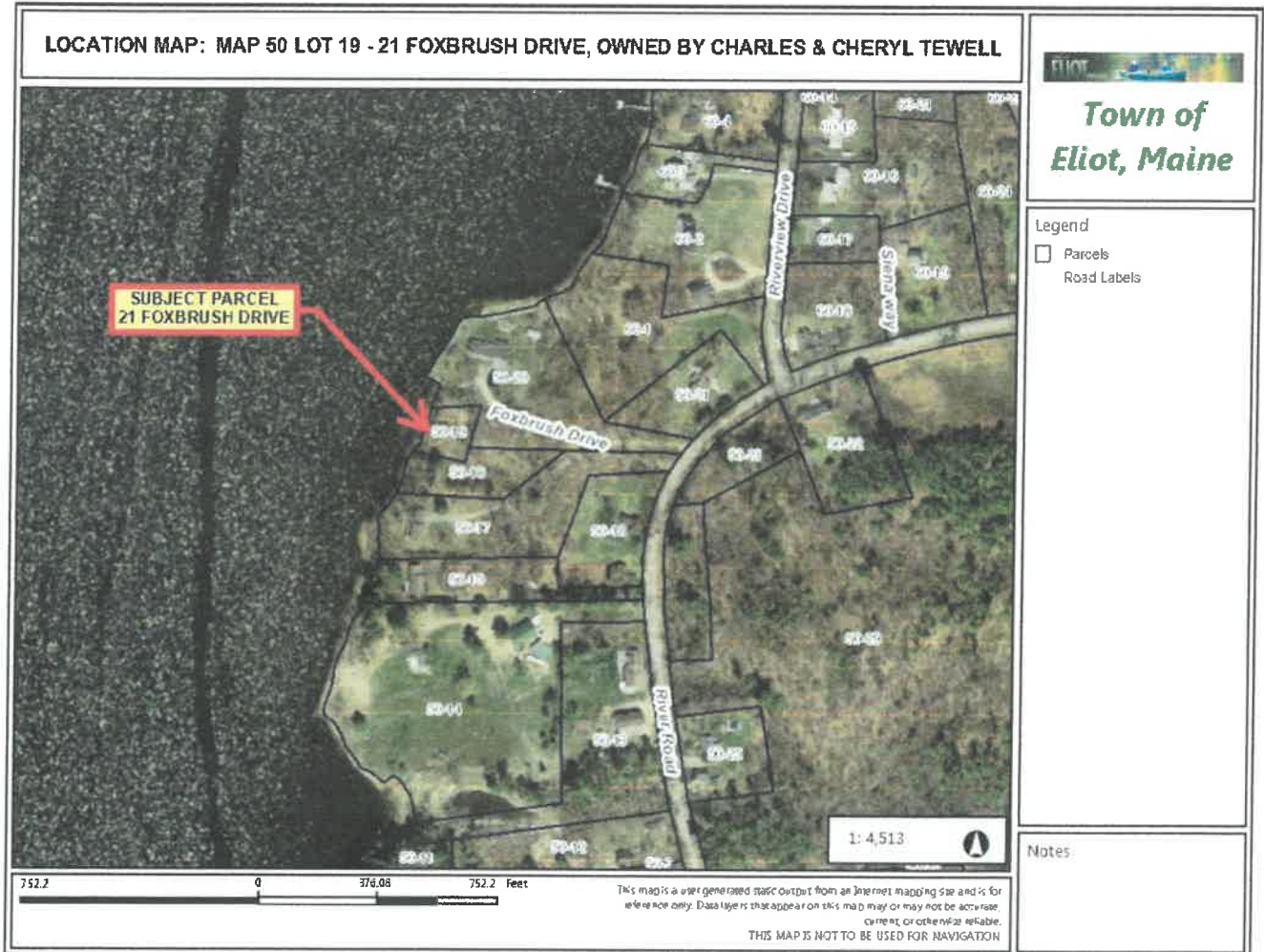


SOUTH SIDE ELEVATION
SCALE: 1/4" = 1'-0"



SEE SHEET A4 FOR
TYPICAL ELEVATION NOTES

LOCATION MAP



Shoreland Zoning Application
Tax Map 50 Lot 19
21 Foxbrush Drive, Eliot, Maine



DLN: 1001840026597

DEBRA L. ANDERSON, REGISTER OF DEEDS
E-RECORDED Bk 17709 PG 153
Instr # 2018016712
05/08/2018 10:35:41 AM
Pages 2 YORK CO

WARRANTY DEED

11 CROWLEY STREET, LLC, a New Hampshire limited liability company, with a mailing address of Post Office Box 1037, Dover, New Hampshire 03821-1037, for consideration paid, grants to **CHARLES F. TEWELL and CHERYL A. TEWELL**, Married as Joint Tenants of Post Office Box 628 York Harbor Maine 03911-0628, with **WARRANTY COVENANTS**, the following premises in Eliot, York County, Maine, now known as 21 Foxbrush Drive:

A certain lot or parcel of land with the buildings thereon, situate in Eliot, in the County of York, and State of Maine, bounded and described as follows:

Beginning on the shore of the Piscataqua River at land formerly of McMaster, now or formerly of Tate; thence northeasterly by said river 104 feet, more or less, to land now or formerly of Raitt; thence South 71 degrees East 88 feet by land of said Raitt to a hub; thence South 15 degrees West by land of said Raitt 70 feet to a hub; thence South 29 degrees West by land of said Raitt 35 feet to land now or formerly of said Tate; thence North 69 degrees West by land now or formerly of said Tate 108½ feet to said Piscataqua River and place of beginning.

Together with all lawful rights in the adjoining tide lands. Also conveying a right-of-way for travel and utilities from the conveyed property to the public highway over land now or formerly of Raitt.

Also, a certain lot or parcel of land situated in said Eliot beginning at a hub on the bank of the Piscataqua River and on the boundary line between land formerly of Emma L. Johnson and land formerly of Fred A. Robbins; thence running along said boundary line one hundred (100) feet to another hub; thence turning at a right angle and running on the land formerly of Emma L. Johnson twelve (12) feet to a hub; thence back to the river parallel to said boundary line, including all shore rights in said twelve foot strip.

The above-conveyed premises is depicted as, "Subject Parcel, Tax Map 50, Lot 19, Area= 10,606 S.F.", on plan entitled, "plan of Land Owned by 11 Crowley Street, LLC located at 21 Foxbrush Drive, Eliot, York County, Maine", prepared by Tidewater engineering & Surveying, Inc. and recorded at York County Registry of Deeds.

Together with and subject to Amended and Restated Private Road Maintenance Agreement between Terrie Harmon and 11 Crowley Street, LLC dated August 25, 2016 and recorded at York County Registry of Deeds Book 17308, Page 756.

Maine R.E. Transfer Tax Paid

Shoreland Zoning Application
Tax Map 50 Lot 19
21 Foxbrush Drive, Eliot, Maine



Meaning and intending to convey the same premises conveyed to 11 Crowley Street, LLC by the following deeds:

1. Warranty Deed from Terrie Harman dated August 25, 2016, recorded in the York County Registry of Deeds at Book 17308, Page 754; and
2. Corrective Quitclaim Deed from Gerard R. Gravel dated March 29, 2018, recorded in the York County Registry of Deeds at Book 17685, Page 302.

IN WITNESS WHEREOF, the said 11 Crowley Street, LLC has caused this instrument to be signed in its company name by Elizabeth R. Fischer, its Member, duly authorized this 3rd day of May 2018.

Signed, sealed and delivered in the presence of:

11 CROWLEY STREET, LLC

Kelly Courcy
Witness
Printed Name:

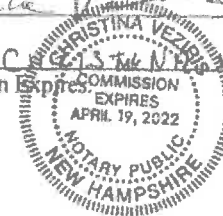
[Signature]
By: Elizabeth R. Fischer, Member
Duly Authorized

STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY

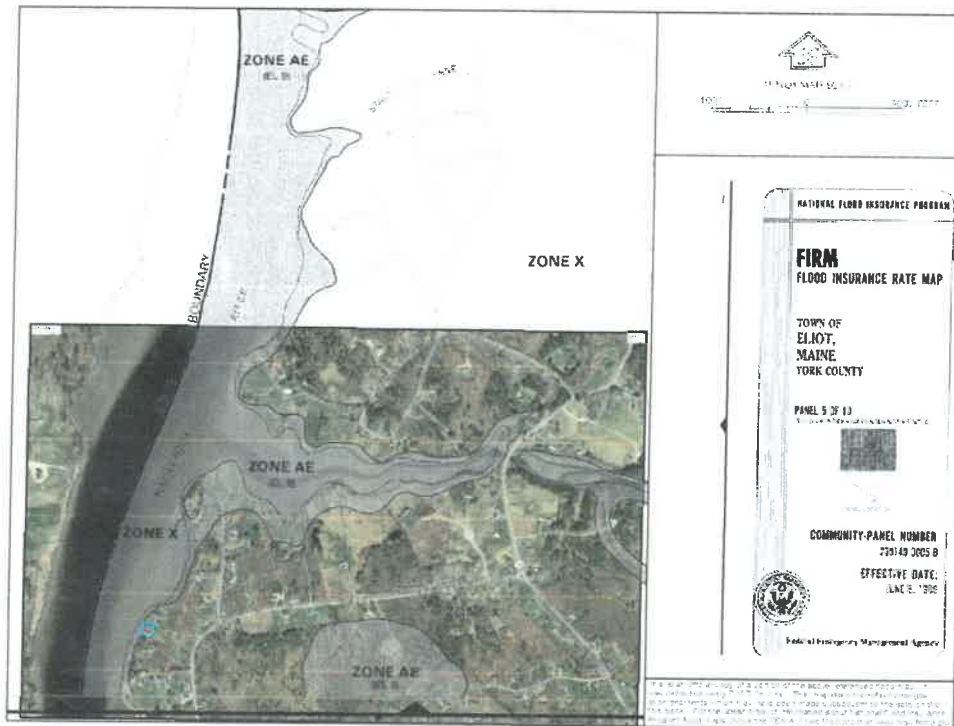
5-3-2018, 2018

Personally appeared the above-named Elizabeth R. Fischer, duly authorized Member of 11 Crowley Street, LLC, and acknowledged the foregoing instrument to be her free act and deed on behalf of the LLC.
Before me,

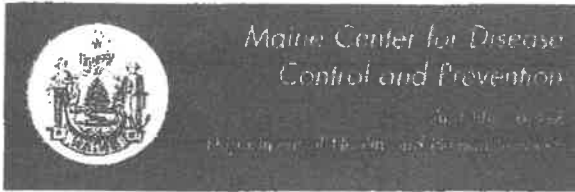
[Signature]
Notary Public
Printed Name: Christina Veziro
My Commission Expires APRIL 19, 2022
Christina Veziro



FEMA FLOOD ZONE OVERLAY



FIRM 230149 0005B Overlay on Google Earth Aerial



Department of Health and Human Services
 Maine Center for Disease Control and Prevention
 286 Water Street
 # 11 State House Station
 Augusta, Maine 04333-0011
 Tel: (207) 287-5672
 Fax: (207) 287-4172; TTY: 1-800-606-0215

SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

GENERAL INFORMATION		Town of <u>Eliot</u>
Property Owner's Name: <u>Charles Tewell</u>	Tel. No.: <u>978-808-7970</u>	
System's Location: <u>21 Foxbrush Drive</u>		
Property Owner's Address: <u>P.O. Box 628; York Harbor, ME</u>	Zip Code <u>03911</u>	
e-mail address: _____		

The subsurface wastewater disposal system design for the subject property requires a replacement system variance first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires local approval local and state approval.

SPECIFIC VARIANCE REQUESTED (To be filled in by Site Evaluator. Use additional sheets if needed.)	SECTION OF RULE
1. <u>See Sheet Attached</u>	<u>8</u>
2. _____	_____
3. _____	_____

SITE EVALUATOR

When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.

I, Brady Frick, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.

Brady Frick
SIGNATURE OF SITE EVALUATOR
5/23/20
DATE

PROPERTY OWNER

I, Charles Tewell, am the owner agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

Charles Tewell
 SIGNATURE OF OWNER
5/18/20
DATE

AGENT FOR THE OWNER

LOCAL PLUMBING INSPECTOR - Approval at local level

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (does does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (do do not) approve the requested variance. I (will will not) issue a permit for the system's installation as proposed by the application.

_____ LPI Signature

_____ Date

LOCAL PLUMBING INSPECTOR - Referral to the Department

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (does does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (do do not) recommend the issuance of a permit for the system's installation as proposed by the application.

_____ LPI Signature

_____ Date

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and (does does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

_____ SIGNATURE OF THE DEPARTMENT

_____ DATE

- Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)
2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile		
Depth to Groundwater/Restrictive Layer		
Terrain		
Size of Property		
Waterbody Setback		
Water Supply		
Type of Development		
Disposal Area Adjustment		
Vertical Separation Distance		
Additional Treatment		
TOTAL POINT ASSESSMENT:		

Minimum Points (Check One): Outside Shoreland Zone-50 Inside Shoreland Zone-65 Subdivision-65

DISPOSAL SYSTEM VARIANCE REQUEST ATTACHMENT
Table 8A
Setback Distances for Replacement System, Limits of LPI Authority

VARIANCE CATEGORY	LIMIT OF LPI'S APPROVAL AUTHORITY						VARIANCE REQUESTED TO:	
	Disposal Fields (total design flow)			Septic Tanks and Holding Tanks (total design flow)			Disposal Fields	Septic Tanks
	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To	To
SOILS								
Soil Profile	Ground Water Table						inches	
Soil Condition	Restrictive Layer						inches	
from HHE-200	Bedrock						inches	
Site Features vs. disposal system components of various sizes	Disposal Fields (total design flow)			Septic Tanks and Holding Tanks (total design flow)			Disposal Fields	Septic Tanks
	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To	To
Wells with water usage of 2000 or more gpd or public water supply wells	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft		
Potable Supply Well	100 down to 60 ft	200 down to 100 ft	300 down to 150 ft	50 down to 25 ft [a]	100 down to 50 ft [a]	100 down to 50 ft	60'	
Water supply line	10 ft	20 ft	25 ft	10 ft	10 ft	10 ft		
Water course, major [c]	100 down to 50 ft	200 down to 120 ft	300 down to 180 ft	100 down to 25 ft [a]	100 down to 50 ft	100 down to 50 ft	45' +/-	25' min
Water course, minor [c]	50 down to 25 ft	100 down to 50 ft	150 down to 75 ft	50 down to 25 ft	50 down to 25 ft	50 down to 25 ft		
Drainage ditches	25 down to 12 ft	50 down to 25 ft	75 down to 35 ft	25 down to 12 ft	25 down to 12 ft	25 down to 12 ft		
Slopes greater than 3:1	10 ft	18 ft	25 ft	N/A	N/A	N/A		
No full basement [e.g. slab, columns, posts]	15 down to 7 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Full basement [below grade foundation, frost wall]	20 down to 10 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Property lines	10 down to 5 ft [b]	18 down to 9 ft [b]	20 down to 10 ft [b]	10 down to 4 ft [b]	15 down to 7 ft [b]	20 down to 10 ft [b]		
Burial sites or graveyards boundaries, measured from the down toe of the fill extension	25 ft	25 ft	25 ft	25 ft	25 ft	25 ft		
Stormwater infiltration systems	100 down to 60 feet	200 down to 120 feet	300 down to 180 feet	100 down to 50 feet	100 down to 50 feet	100 down to 50 feet		
Wetponds, retention ponds, and detention basins (excavated below grade); Soil filters underdrained swales, underdrained outlets, and similar structures	50 down to 25 feet [d]	100 down to 50 feet [d]	150 down to 75 feet [d]	50 down to 25 feet [d]	50 down to 25 feet [d]	50 down to 25 feet [d]		
Stormwater detention basins (basin bottom at, or above, predevelopment grade)	25 down to 12 feet	50 down to 25 feet [d]	75 down to 35 feet [d]	25 down to 12 feet	25 down to 12 feet	25 down to 12 feet		
OTHER								
1. 3:1 Fill extension grades to assure fill remains on property _____								
2. _____								
3. _____								

Notes:

[a] This distance may be reduced to 25 feet, if the septic or holding tank is tested in the LPI's presence and shown to be watertight pursuant to water tightness standards found in Section 6(H)(8) or of monolithic construction.

[b] Additional setbacks may be needed to prevent fill material extensions from encroaching onto abutting property.

[c] All ground disturbance or clearing of woody vegetation necessary for the installation of a subsurface wastewater disposal system that occurs within 100 feet of the normal high water mark of a major or minor water body/course must comply with these Rules pertaining to work adjacent to or within wetlands and water bodies (for more details, see Section 12).

[d] The reduced setback distance may be further reduced down to 12 feet if the stormwater structure has an impervious liner and the fill extensions do not encroach onto the stormwater structure.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
Div of Environmental Health 11 BHS
(207) 287-2070 FAX (207) 287-4172

PROPERTY LOCATION

City, Town, or Plantation: ELIOT

Street or Road: 24 FOXBRUSH DRIVE

Subdivision, Lot #

OWNER/APPLICANT INFORMATION

Name (last, first, MI): TEWELL CHARLES Owner Applicant

Mailing Address of Owner: P.O. BOX 628 YORK HARBOR, ME 03911

Daytime Tel. #: 978-808-7970

>>CAUTION: LPI APPROVAL REQUIRED<<

Town/City: _____ Permit # _____

Date Permit Issued: ___/___/___ Fee \$ _____ Double Fee Charged []

L.P.I.# _____

Local Plumbing Inspector Signature _____

Fee \$ _____ State Fee _____ Fee \$ _____ Locally Adopted Fee _____

Copy: [] Owner [] Town [] State

The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.

Municipal Tax Map # 50 Lot # 19

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a permit.

[Signature] 5/18/20

Signature of Owner/Applicant Date

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

(1st) Date Approved

(2nd) Date Approved

Local Plumbing Inspector Signature

PERMIT INFORMATION

<p>TYPE OF APPLICATION</p> <p><input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System</p> <p>Type Replaced: _____ Year Installed: _____</p> <p><input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion</p>	<p>THIS APPLICATION REQUIRES</p> <p><input type="checkbox"/> 1. No Rule Variance <input checked="" type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input checked="" type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit</p>	<p>DISPOSAL SYSTEM COMPONENTS</p> <p><input checked="" type="checkbox"/> 1. Complete Non-Engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-Engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-Engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000gpd+) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input checked="" type="checkbox"/> 11. Pre-treatment, specify: <u>BIOBARRIER</u> <input type="checkbox"/> 12. Miscellaneous components <u>0.5 UNIT</u> or EQUIV</p>
<p>SIZE OF PROPERTY</p> <p><u>10,020</u> <input checked="" type="checkbox"/> SQ. FT. <input type="checkbox"/> ACRES</p>	<p>DISPOSAL SYSTEM TO SERVE</p> <p><input checked="" type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: <u>3</u> <input type="checkbox"/> 2. Multiple Family Dwelling, No of Units: _____ <input type="checkbox"/> 3. Other: _____ (specify)</p>	<p>EXISTING TYPE OF WATER SUPPLY</p> <p><input checked="" type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other:</p>
<p>SHORELAND ZONING</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Current Use <input checked="" type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped</p>	

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

<p>TREATMENT TANK</p> <p><input checked="" type="checkbox"/> 1. <u>CUSTOM</u> Concrete <input checked="" type="checkbox"/> a. Regular <input type="checkbox"/> b. Low Profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: _____</p> <p>CAPACITY: <u>2000</u> GAL SEE NOTE ON PAGE 3</p>	<p>DISPOSAL FIELD TYPE & SIZE</p> <p><input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <input checked="" type="checkbox"/> a. Cluster array <input type="checkbox"/> c. Linear <input type="checkbox"/> b. Regular <input checked="" type="checkbox"/> d. H-20 loaded <input type="checkbox"/> 4. Other: _____</p> <p>SIZE: <u>256</u> sq. ft. <input type="checkbox"/> lin. ft. 4 H-20 RATED CONCRETE CHAMBER UNITS</p>	<p>GARBAGE DISPOSAL UNIT</p> <p><input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe</p> <p>If Yes or Maybe, specify one below: <input type="checkbox"/> a. Multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. Increase in tank capacity <input type="checkbox"/> d. Filter on tank outlet</p>	<p>DESIGN FLOW</p> <p><u>270</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities</p> <p>3 BEDROOMS AT 90 GALLONS PER DAY EACH</p>
<p>SOIL DATA & DESIGN CLASS</p> <p>PROFILE CONDITION: <u>B / C</u></p> <p>(FILL OVER 9 - D) at Observation Hole # <u>TP 1</u> Depth <u>18</u> " of Most Limiting Soil Factor</p>	<p>DISPOSAL FIELD SIZING</p> <p><input type="checkbox"/> 1. Medium - 2.6 sq.ft./gpd <input type="checkbox"/> 2. Medium-Large - 3.3 sq.ft./gpd <input type="checkbox"/> 3. Large - 4.1 sq.ft./gpd <input checked="" type="checkbox"/> 4. Extra-Large - 5.0 sq.ft./gpd</p>	<p>EFFLUENT/EJECTOR PUMP</p> <p><input type="checkbox"/> 1. Not required <input checked="" type="checkbox"/> 2. May be required <input type="checkbox"/> 3. Required</p> <p>Specify only for engineered systems: SEE NOTE ON PAGE 3 DOSE: _____ gallons</p>	<p>LATITUDE AND LONGITUDE at center of disposal area</p> <p>Lat. <u>N43</u> d <u>0</u> m <u>57.52</u>s Lon. <u>W70</u> d <u>49</u> m <u>50.43</u>s If g.p.s., state margin of error</p>

SITE EVALUATOR STATEMENT

I certify that on 5/23/20 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the Subsurface Wastewater Disposal Rules (10-144A OMR 241)

[Signature] 63 5/23/2020

Site Evaluator Signature SE # Date

ALBERT FRICK (207) 839-5563 ALBERT@ALBERTFRICK.COM

Site Evaluator Name Printed Telephone Number E-mail Address

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
 Division of Environmental Health
 207-287-2070 FAX (207) 287-4177

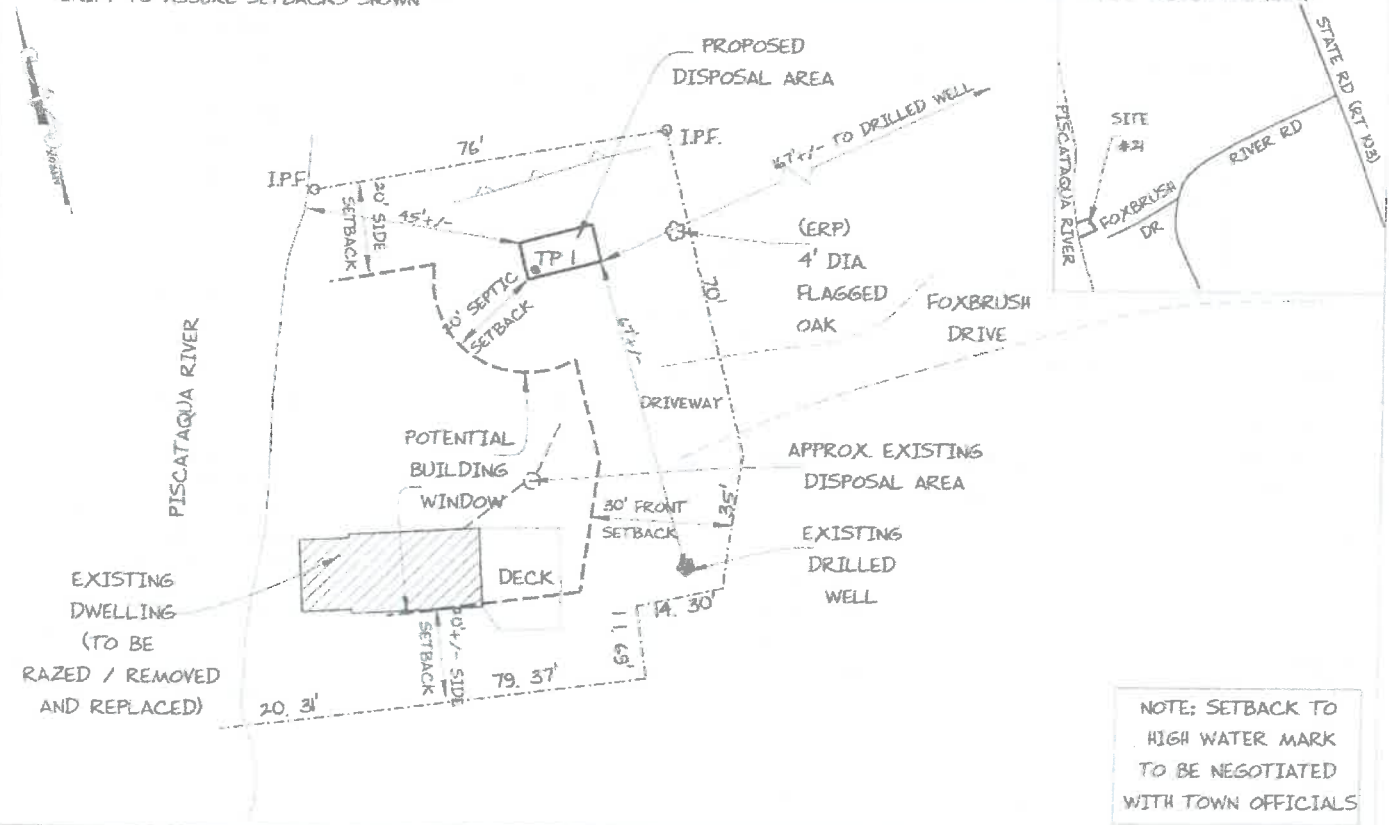
Town, City, Plantation: **ELIOT** Street, Road, Subdivision: **21 FOXBRUSH DRIVE** Owner's Name: **CHARLES TEWELL**

PROPERTY INFORMATION PER SURVEY PLAN BY **ROARING BROOK CONSULTANTS DATED 4/14/91** Scale: **1" = 40 Ft** or as shown

SITE PLAN

SITE LOCATION PLAN (Attach Map from Maine Atlas Recommended)

VERIFY TO ASSURE SETBACKS SHOWN



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole: **TP 1** Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

DEPTH BELOW SURFACE (FEET)	Texture	Consistency	Color	Moisture
0	SANDY		DARK	
	LOAM		BROWN	
	(FILL)			
10		FRIABLE	LIGHT BROWN	
20				COMMON, DISTINCT
	SILT	FIRM	OLIVE	
30				
40				
50				

Soil Classification: **12 C** Slope: **0-3%** Limiting Factor: **18"**

Ground Water Restrictive Layer Bedrock TP Depth

Observation Hole: _____ Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

DEPTH BELOW SURFACE (FEET)	Texture	Consistency	Color	Moisture
0				
10				
20				
30				
40				
50				

Soil Classification: _____ Slope: _____ Limiting Factor: _____

Ground Water Restrictive Layer Bedrock TP Depth

B. A. 21
 Site Evaluator Signature

163
 SF

3/23/2020
 Date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
 Division of Environmental Health
 (207) 225-2370 FAX (207) 287-4700

Town, City, Plantation

Street, Road, Subdivision

Owner's Name

ELIOT

21 FOXBRUSH DRIVE

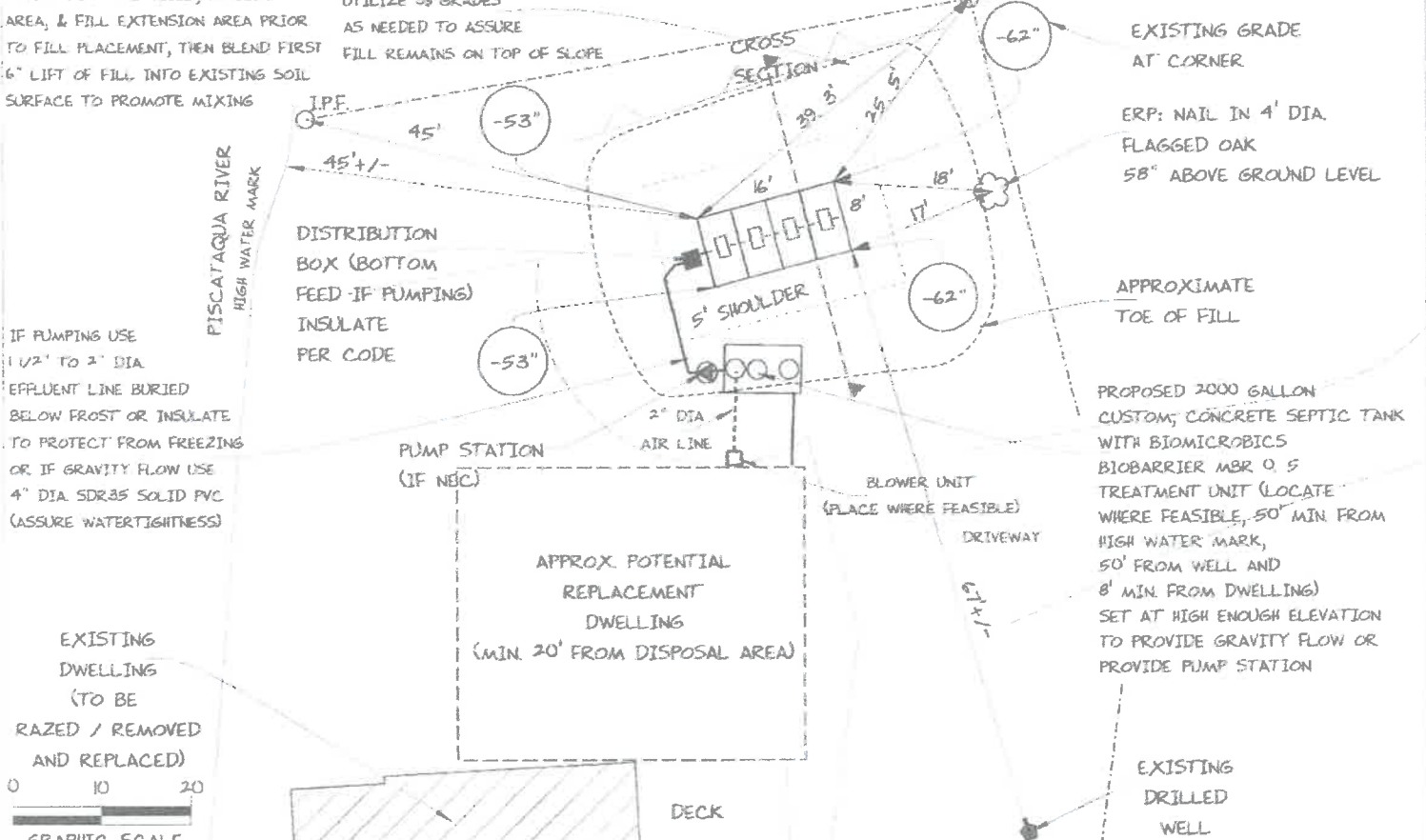
CHARLES TEWELL

NOTE: THOROUGHLY SCARIFY UNDER ENTIRE DISPOSAL FIELD, SHOULDER AREA, & FILL EXTENSION AREA PRIOR TO FILL PLACEMENT, THEN BLEND FIRST 6" LIFT OF FILL INTO EXISTING SOIL SURFACE TO PROMOTE MIXING

UTILIZE 3% GRADES AS NEEDED TO ASSURE FILL REMAINS ON TOP OF SLOPE

SUBSURFACE WASTEWATER DISPOSAL PLAN I.P.F.

SCALE 1" = 20' FT.



IF PUMPING USE 1 1/2" TO 2" DIA EFFLUENT LINE BURIED BELOW FROST OR INSULATE TO PROTECT FROM FREEZING OR IF GRAVITY FLOW USE 4" DIA SDR35 SOLID PVC (ASSURE WATERTIGHTNESS)

DISTRIBUTION BOX (BOTTOM FEED IF PUMPING) INSULATE PER CODE

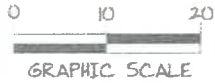
PUMP STATION (IF NEC)

APPROX POTENTIAL REPLACEMENT DWELLING (MIN. 20' FROM DISPOSAL AREA)

BLOWER UNIT (PLACE WHERE FEASIBLE) DRIVEWAY

PROPOSED 2000 GALLON CUSTOM CONCRETE SEPTIC TANK WITH BIOMICROBICS BIOBARRIER MBR 0.5 TREATMENT UNIT (LOCATE WHERE FEASIBLE, 50' MIN FROM HIGH WATER MARK, 50' FROM WELL AND 8' MIN FROM DWELLING) SET AT HIGH ENOUGH ELEVATION TO PROVIDE GRAVITY FLOW OR PROVIDE PUMP STATION

EXISTING DWELLING (TO BE RAZED / REMOVED AND REPLACED)



FILL REQUIREMENTS

Depth of Fill (Upslope) : 19" - 28"
 Depth of Fill (Downslope) : 19" - 28"

CONSTRUCTION ELEVATIONS

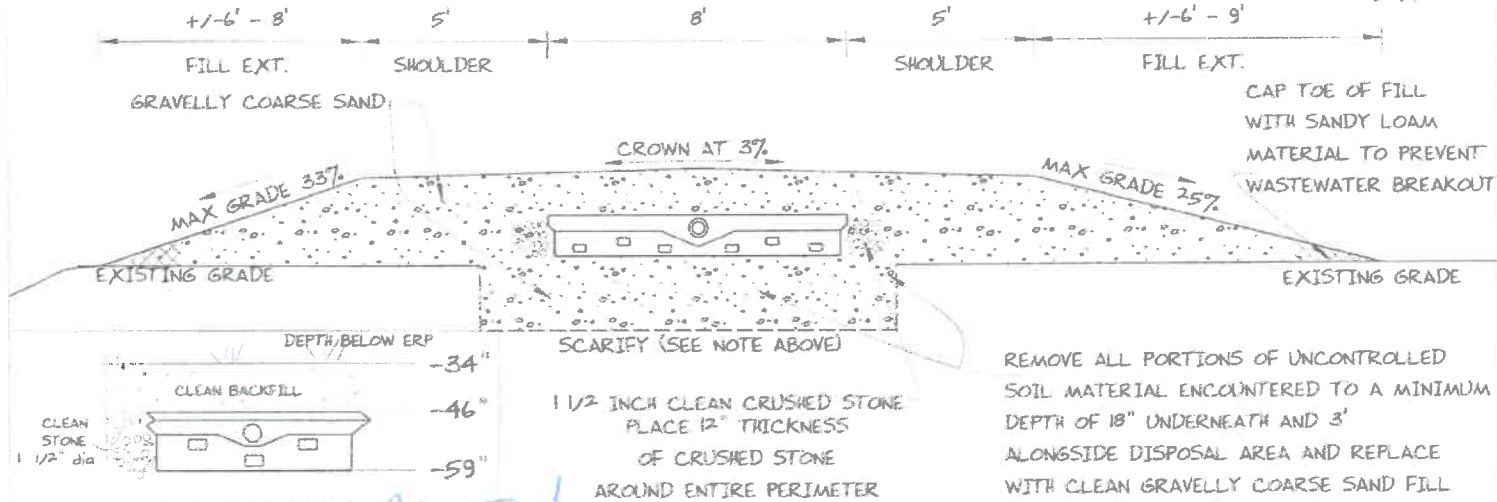
Finished Grade Elevation
 Top of Distribution Pipe or Proprietary Device
 Bottom of Disposal Area

SEE DETAIL BELOW

ELEVATION REFERENCE POINT

Location & Description 4" DIA FLAGGED OAK, NAIL 58" ABOVE BASE
 Reference Elevation is: 0.0' or -----

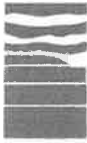
DISPOSAL AREA CROSS SECTION



SCALE: VERTICAL 1" = 5 FT
 HORIZONTAL 1" = 5 FT

CAP TOE OF FILL WITH SANDY LOAM MATERIAL TO PREVENT WASTEWATER BREAKOUT

REMOVE ALL PORTIONS OF UNCONTROLLED SOIL MATERIAL ENCOUNTERED TO A MINIMUM DEPTH OF 18" UNDERNEATH AND 3' ALONGSIDE DISPOSAL AREA AND REPLACE WITH CLEAN GRAVELLY COARSE SAND FILL



Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators
380-B Main Street Gorham, Maine 04038
(207) 839-5563

ELIOT

21 FOXBRUSH DRIVE

CHARLES TEWELL

TOWN

LOCATION

APPLICANT'S NAME

1) The Plumbing and Subsurface Wastewater Disposal Rules adopted by the State of Maine, Division of Health and Human Services pursuant to 22 M.R.S.A. § 42 (the "Rules") are incorporated herein by reference and made a part of this application and shall be consulted by the owner/applicant, the system installer and/or building contractor for further construction details and material specifications. The system Installer should contact Albert Frick Associates, Inc. 839-5563, if there are any questions concerning materials, procedures or designs. The system installer and/or building contractor installing the system shall be solely responsible for compliance with the Rules and with all state and municipal laws and ordinances pertaining to the permitting, inspection and construction of subsurface wastewater disposal systems.

2) This application is intended to represent facts pertinent to the Rules only. It shall be the responsibility of the owner/applicant, system Installer and/or building contractor to determine compliance with and to obtain permits under all applicable local, state and/or federal laws and regulations (including, without limitation, Natural Resources Protection Act, wetland regulations, zoning ordinances, subdivision regulations, Site Location of Development Act and Minimum Lot Size law) before installing this system or considering the property on which the system is to be installed a "buildable" lot. It is recommended that a wetland scientist be consulted regarding wetland regulations. Prior to the commencement of construction/installation, the local plumbing inspector or Code Enforcement Officer shall inform the owner/applicant and Albert Frick Associates, Inc of any local ordinances which are more restrictive than the Rules in order that the design may be amended. All designs are subject to review by local, state and/or federal authorities. Albert Frick Associates, Inc.'s liability shall be limited to revisions required by regulatory agencies pursuant to laws or regulations in effect at the time of preparation of this application.

3) All information shown on this application relating to property lines, well locations, subsurface structures and underground facilities (such as utility lines, drains, septic systems, water lines, etc.) are based upon information provided by the owner/applicant and has been relied upon by Albert Frick Associates, Inc. in preparing this application. The owner/applicant shall review this application prior to the start of construction and confirm this information. Well locations on abutting properties but not readily visible above grade should be confirmed by the owner/applicant prior to system installation to assure minimum setbacks.

4) Installation of a garbage (grinder) disposal is not recommended. If one is installed, an additional 1000 gallon septic tank or a septic tank filter shall be connected in series to the proposed septic tank. Risers and covers should be installed over the septic tank outlet per the "Rules" to allow for easy maintenance of filter.

5) The septic tank should be pumped within two years of installation and subsequently as recommended by the pump service, but in no event should the septic tank be pumped less often than every three years.

The system user shall avoid introducing kitchen grease or fats into this system. Chemicals such as septic tank cleaners and/or chlorine (such as from water treatment units) and controlled or hazardous substances shall not be disposed of in this system. Additives such as yeast or enzymes are discouraged, since they have not been proven to extend system life.

6) All septic tanks, pump stations and additional treatment tanks shall be installed to prevent ground water and surface water infiltration. Risers and covers should be properly installed to provide access while preventing surface water intrusion to within 6" of a finished ground surface.

Vehicular traffic over disposal system is prohibited unless specifically designed with H-20 rated components.

ATTACHMENT TO SUBSURFACE WASTEWATER DISPOSAL APPLICATION

ELIGT TOWN	24 FOXBRUSH DRIVE LOCATION	CHARLES TEWELL APPLICANT'S NAME
---------------	-------------------------------	------------------------------------

7) The actual waste water flow or number of bedrooms shall not exceed the design criteria indicated on this application without a re-evaluation of the system as proposed

8) The general minimum setbacks between a well (public or private) and septic system serving a single family residence is 100-300 feet, unless the local municipality has a more stringent requirement. A well installed by an abutter within the minimum setback distances prior to the issuance of a permit for the proposed disposal system may void this design.

9) When a gravity system is proposed: BEFORE CONSTRUCTION/INSTALLATION BEGINS, the system installer or building contractor shall review the elevations of all points given in this application and the elevation of the existing and/or proposed building drain and septic tank inverts for compatibility to minimum pitch requirements. In gravity systems, the invert of the septic tank(s) outlet(s) should be at least 4 inches above the invert of the distribution box outlet at the disposal area.

10) When an effluent pump is required: Pump stations should be sized per manufacturer's specifications to meet lift requirements and friction loss. Provisions shall be made to make certain that surface and ground water does not enter the septic tank or pump station, by sealing/grouting all seams and connections, and by placement of a riser and lid at or above grade. An alarm device warning of a pump failure shall be installed. Also, when pumping is required of a chamber system, install a 'T' connection in the distribution box and place 3 inches of stone or a splash plate in the first chamber. Insulate gravity pipes, pump lines and the distribution box as necessary to prevent freezing.

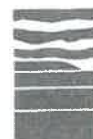
11) On all systems, remove the vegetation, organic duff and old fill material from under the disposal area and any fill extension. Additional fill beyond indicated on plan may be necessary to replace organic matter. On sites where the proposed system is to be installed in natural soil, scarify the bottom and sides of the excavated disposal area with a rake. Do not use wheeled equipment on the scarified soil surface. For systems installed in fill, scarify the native soil by roto-tilling or scarifying with teeth of backhoe to a depth of at least 8 inches over the entire disposal and fill extension area to prevent glazing and to promote fill bonding. Place fill in loose layers no deeper than 8 inches and compact before placing more fill (this ensures that voids and loose pockets are eliminated to minimize the chance of leakage or differential settling). Do not use wheeled equipment on the scarified soil area until after 12 inches of fill is in place. Keep equipment off proprietary devices. Divert the surface water away from the disposal area by ditching or shallow landscape swales.

12) Unless noted otherwise, fill shall be gravelly coarse sand, which contains no more than 5% fines (silt and clay). Crushed stone shall be clean and free of any rock dust from the crushing process.

13) Do not install systems on loamy, silty, or clayey soils during wet periods since soil smearing/glazing may seal off the soil interface.

14) Seed all filled and disturbed surfaces with perennial grass seed, with 4" min. soil or soil amendment mix suitable for growing, then mulch with hay or equivalent material to prevent erosion. Alternatively, bark or permanent landscape mulch may be used to cover system. Woody trees or shrubs are not permitted on the disposal area or fill extensions.

15) If an advanced wastewater treatment unit is part of the design, the system shall be operated and maintained per manufacturer's specifications.



Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators
95A County Road Gorham, Maine 04038
(207) 839-5563



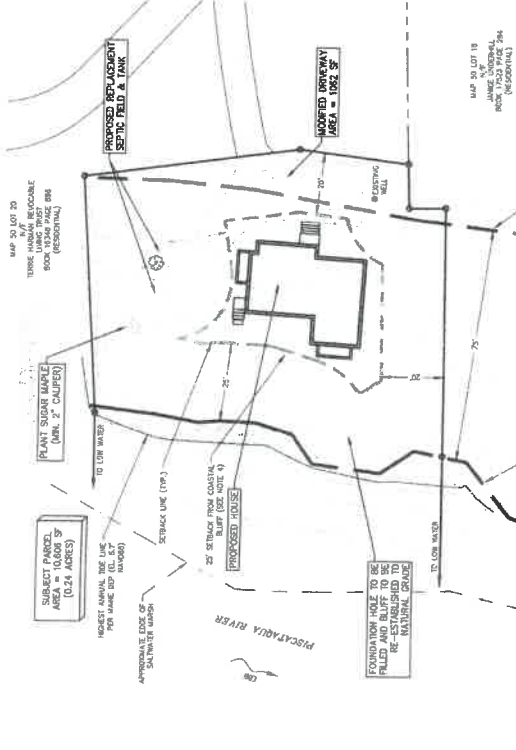
NO.	DATE	SUBMISSION/REVISION DESCRIPTION
1	MAY 18, 2020	NOT VALID UNLESS SIGNED AND DATED
2	MAY 18, 2020	REVISION: REVISION DESCRIPTION

TIDEWATER
ENGINEERING & SURVEYING, INC.
89 Route 236 Suite 3, Kittery, ME 03944
(207) 339-2222 • www.tidewater.com

BOUNDARY RETRACEMENT SURVEY & PROPOSED SITE PLAN
FOR WORKSITES TO
TAX MAP 50 LOT 19
ELIOT, YORK COUNTY, MAINE
OWNED BY
CHARLES F. TENELL AND CHERYL A. TENELL
P.O. BOX 628, YORK HARBOR, ME 03911-0628

- GENERAL NOTES:**
- SUBJECT PARCEL INFORMATION**
OWNER - CHARLES F. & CHERYL A. TENELL
17.00 ACRES
Y.C.E.D. BOOK 17799 PAGE 151
TAX MAP 50 LOT 19
 - THE PURPOSE OF THIS SURVEY IS TO DETERMINE THE EXISTING CONDITIONS AND PROPOSED WORKSITES TO BE LOCATED ON THE SUBJECT PARCEL FOR PERMITTING PURPOSES ONLY.**
 - ZONING INFORMATION:** TOWN OF ELIOT, MAINE
BASE ZONE: SUBURBAN
OVERLAY ZONE: LIMITED RESIDENTIAL SHORELAND OVERLAY
MIN. LOT SIZE: 2 ACRES
MIN. YARD SETBACKS:
FRONT: 30'
REAR: 20'
SIDE: 20'
CORNER: 20'
MIN. STREET WIDTH: 30'
MIN. STREET FRONTAGE: 150'
MAX. BLDG. COVERAGE: 15%
MAX. IMP. SURFACE COV.: 20%
 - MAINE GEOLOGICAL SURVEY HAS IDENTIFIED THE EASTERN BANK OF THE PISCATAQUA RIVER AS AN UNDESIRABLE ZONING DISTRICT. ALL NEW PRINCIPAL AND ACCESSORY STRUCTURES SHALL BE HEAVILY REINFORCED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 44-300(1)(b) OF THE TOWN OF ELIOT MUNICIPAL CODE OF ORDINANCES.
 - TAX MAP 50 LOT 19 IS A NON-CONFORMING LOT OF RECORD WITH NON-CONFORMING STRUCTURES WITH REGARD TO THE TOWN OF ELIOT ZONING REGULATIONS.
 - THE STRUCTURES LOCATED ON TAX MAP 50 LOT 19 MAY BE EXPANDED TO 500 SF OR MORE LARGER THAN THE BUILDING FOOTPRINT THAT EXISTED ON JANUARY 1, 1988, WHICH IS GREATER THAN THE CALCULATED HEREON.
 - THE PROPOSED BUILDING SHOWN HEREON IS BASED UPON ARCHITECTURAL PLAN DATED MAY 5, 2020 PREPARED BY ARJADA DESIGN & ADAMAS LAKE SURVEYING, INC. AT 1000 MAIN ST., ELIOT, MAINE 03922. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 44-300(1)(b) OF THE TOWN OF ELIOT MUNICIPAL CODE OF ORDINANCES.
 - THE LOCATION OF THE PROPOSED SEPTIC SYSTEM IS BASED UPON A DESIGN COMPLETED BY ARJADA DESIGN & ADAMAS LAKE SURVEYING, INC. SHOWN ON AN H&C-200 FORM DATED 10/29/17.
 - THE OWNER AND/OR CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FROM THE TOWN OF ELIOT, STATE OF MAINE AND ANY APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES FOR THE PROPOSED DEVELOPMENT AND CONSTRUCTION ACTIVITIES.
 - THE 2018 MAINE ANNUAL THE (H.A.T.) ELEVATION PUBLISHED BY MAINE DEPARTMENT OF CONSERVATION AND FORESTRY IS USED TO DETERMINE THE H.A.T. ELEVATION IS USED TO DETERMINE THE UP AND DOWN ELEVATION OF THE PROPOSED STRUCTURE AND THE ADJACENT SHORELAND ZONING DISTRICT.

- BOUNDARY SURVEY NOTES:**
- THE BOUNDARIES SHOWN HEREON ARE BASED UPON WRITTEN RECORDS AND FIELD SURVEY DATA. THE BOUNDARIES SHOWN HEREON ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY AND MAY BE SUBJECT TO CHANGE IF OTHER EVIDENCE BECOMES AVAILABLE.
 - INFORMATION SHOWN ON THIS PLAN IS BASED UPON DATA COLLECTED BY TIDEWATER ENGINEERING & SURVEYING, INC. IN OCTOBER 2018 USING A LEICA TOPCONUS TOTAL STATION.
 - BLVD OF BEARING IS MAGNETIC NORTH ON OCTOBER 7, 2018.
 - ELEVATIONS SHOWN HEREON CORRESPOND TO MANDRA.
 - ADJUTANT UNITS SHOWN HEREON SHALL BE CONSIDERED APPROPRIATE AND ARE FOR REFERENCE PURPOSES ONLY. ADJUTANT UNITS SHALL NOT BE HELD UPON AS BOUNDARY INFORMATION.
 - SUBJECT PARCEL IS BENEFITTED BY A RIGHT-OF-WAY TO RIVER ROAD MAINTENANCE AGREEMENT RECORDED AS DESCRIBED IN A PRIVATE ROAD AGREEMENT RECORDED IN DEED 7451 PAGE 167 AT THE Y.C.E.D.
 - REFERENCE RECORDS:
7.1. Y.C.E.D. BOOK 821 PAGE 109; WILLARD E. RANT TO DEAN A. ROBBINS.
7.2. Y.C.E.D. BOOK 822 PAGE 235; WILLARD E. RANT TO FRED A. ROBBINS.
7.3. Y.C.E.D. BOOK 801 PAGE 949; DANA L. JOHNSON TO FRED A. ROBBINS.
7.4. CHARLES F. TENELL AND CHERYL A. TENELL, JOINTLY, LLC TO CHARLES F. TENELL AND CHERYL A. TENELL, JOINTLY, LLC TO FRED A. ROBBINS.
7.5. WILLARD E. RANT TO DEAN A. ROBBINS.
7.6. WILLARD E. RANT TO FRED A. ROBBINS.
7.7. WILLARD E. RANT TO FRED A. ROBBINS.
7.8. WILLARD E. RANT TO FRED A. ROBBINS.
7.9. WILLARD E. RANT TO FRED A. ROBBINS.
7.10. WILLARD E. RANT TO FRED A. ROBBINS.
7.11. WILLARD E. RANT TO FRED A. ROBBINS.
7.12. WILLARD E. RANT TO FRED A. ROBBINS.
7.13. WILLARD E. RANT TO FRED A. ROBBINS.
7.14. WILLARD E. RANT TO FRED A. ROBBINS.
7.15. WILLARD E. RANT TO FRED A. ROBBINS.
7.16. WILLARD E. RANT TO FRED A. ROBBINS.
7.17. WILLARD E. RANT TO FRED A. ROBBINS.
7.18. WILLARD E. RANT TO FRED A. ROBBINS.
7.19. WILLARD E. RANT TO FRED A. ROBBINS.
7.20. WILLARD E. RANT TO FRED A. ROBBINS.



PROPOSED SITE PLAN

SHORELAND STRUCTURE HEIGHT CALCULATIONS

DEFINITION OF "HEIGHT OF STRUCTURE" APPLICABLE TO REGULATIONS UNDER CHAPTER 44 SHORELAND ZONING

HEIGHT OF STRUCTURE MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN ORIGINAL GROUND (PRIOR TO CONSTRUCTION) AND THE HIGHEST POINT OF THE STRUCTURE EXCLUDING CHIMNEYS, STEEPLES, ANTENNAS, AND SIMILAR APPURTENANCES WHICH HAVE NO FLOOR AREA.

PROPOSED BUILDING HEIGHT CALCULATION

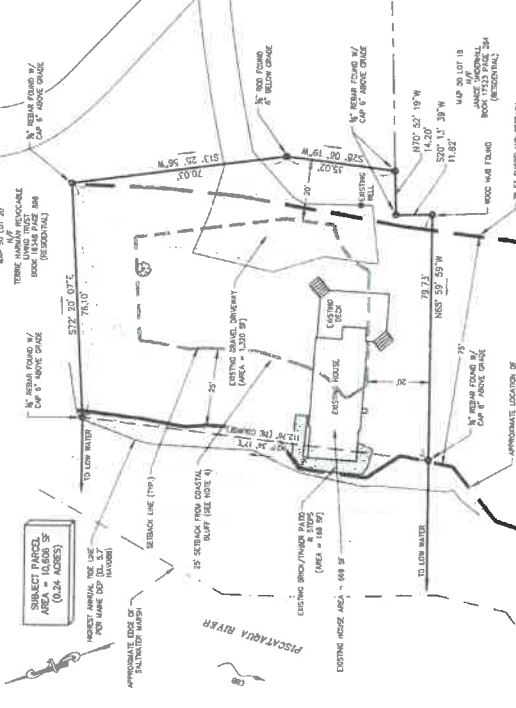
AVERAGE GRADE ON DOWNHILL SIDE OF EXISTING STRUCTURE
 $AVG = (4+8+5+0)/4 = (7.27)(10+10+4+5)/4 = 7.45'$
 ELEVATION OF PEAK OF ROOF = 28.1'
 HEIGHT OF STRUCTURE = 28.1' - 7.45' = 20.65'

EXISTING BUILDING HEIGHT CALCULATION

AVERAGE GRADE ON DOWNHILL SIDE OF PROPOSED STRUCTURE
 $AVG = (4+8+5+0)/4 = (10+8+9+4+0.5+10.8)/4 = 10.2'$
 PROPOSED ELEVATION OF PEAK OF ROOF = 30.2'
 HEIGHT OF STRUCTURE = 30.2' - 10.2' = 20.0'

PERCENT FOOTPRINT EXPANSION: (1058-835)/835 = 26.7% (REQUIREMENT MET)

ALLOWABLE FOOTPRINT: 1,088 SQUARE FEET



BOUNDARY RETRACEMENT SURVEY & EXISTING CONDITIONS PLAN

SHORELAND STRUCTURE CALCULATIONS

EXISTING CONDITIONS STRUCTURE CALCULATION

EXISTING HOUSE:	669 SF (FOOTPRINT)
EXISTING DRIVE:	166 SF (EXCLUDED FROM CALC)
EXISTING PORCH/DECK/STEPS:	345 SF (EXCLUDED FROM CALC)
TOTAL EXISTING AREA:	1180 SF
PERCENT FOOTPRINT EXPANSION:	(1058-835)/835 = 26.7% (REQUIREMENT MET)
ALLOWABLE FOOTPRINT:	1,088 SQUARE FEET

SHORELAND IMPERVIOUS SURFACE COVERAGE

EXISTING HOUSE:	669 SF (EXCLUDED FROM CALC)
EXISTING DRIVE:	166 SF (EXCLUDED FROM CALC)
EXISTING PORCH/DECK/STEPS:	345 SF (EXCLUDED FROM CALC)
TOTAL IMPERVIOUS AREA:	2155 SF (EXCLUDES DECK)
TOTAL LOT AREA:	10,606 SF (TO H.A.T. LINE)
EXISTING IMPERVIOUS COVERAGE:	20.3%
EXISTING IMPERVIOUS COVERAGE EXCEED 20% AND IS NON-CONFORMING. CANNOT INCREASE NON-CONFORMITY.	

BUILDING COVERAGE CALCULATIONS

EXISTING HOUSE:	669 SF (EXCLUDED FROM CALC)
EXISTING DRIVE:	166 SF (EXCLUDED FROM CALC)
EXISTING PORCH/DECK/STEPS:	345 SF (EXCLUDED FROM CALC)
TOTAL BUILDING AREA:	1,180 SF (TO H.A.T. LINE)
EXISTING BUILDING COVERAGE:	7.9% (UP TO 15% ALLOWABLE)

SHORELAND IMPERVIOUS SURFACE COVERAGE

EXISTING HOUSE:	669 SF (EXCLUDED FROM CALC)
EXISTING DRIVE:	166 SF (EXCLUDED FROM CALC)
EXISTING PORCH/DECK/STEPS:	345 SF (EXCLUDED FROM CALC)
TOTAL IMPERVIOUS AREA:	2155 SF (EXCLUDES DECK)
TOTAL LOT AREA:	10,606 SF (TO H.A.T. LINE)
EXISTING IMPERVIOUS COVERAGE:	20.3%
EXISTING IMPERVIOUS COVERAGE EXCEED 20% AND IS NON-CONFORMING. CANNOT INCREASE NON-CONFORMITY.	



NO.	DATE	SUBMISSION/REVISION DESCRIPTION

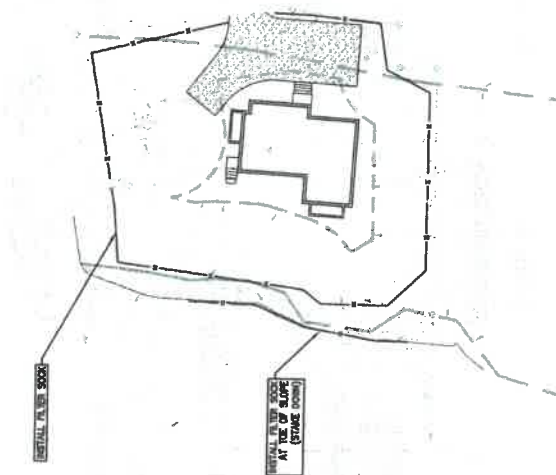
TIDEWATER
ENGINEERING & SURVEYING, INC.
89 Route 236 Suite 3, Kennebunk, ME 03904
(207) 439 2222 • www.tidewatercivil.com

EROSION & SEDIMENT CONTROL PLAN
TAX MAP 50 LOT 19
ELIOT, YORK COUNTY, MAINE
OWNED BY
CHARLES F. TIBBELL, AND GENEVA L. TIBBELL
P.O. BOX 828, YORK HARBOR, ME 03971-0828

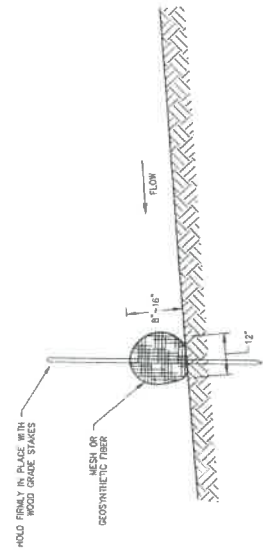
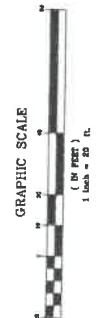
JOB #: 18-115
DATE: MAY 18, 2020
SCALE: 1" = 20'
DRAWING: C2

STANDARD EROSION AND SEDIMENTATION CONTROL MEASURES:

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES BY THE CONTRACTOR SHALL COMPLY WITH THE MAINE BMP EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSTALLED BEFORE ANY SOIL DISTURBING ACTIVITIES TAKE PLACE.
3. THE CONTRACTOR SHALL STRIP AND GRADE ONLY THOSE AREAS SUBJECT TO IMMEDIATE CONSTRUCTION. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 15 DAYS OF FINAL CONSTRUCTION.
4. ALL VEGETATION STRIPPED FROM THE AREA WILL BE STOCKPILED, TEMPORARILY MULCHED WITH HAY AND SURROUNDED BY A HAY BALE BARRIER UNTIL IT IS SPREAD AND FINAL GRADING IS COMPLETE.
5. PERMANENT STABILIZATION MUST BE IMPLEMENTED WITHIN 60 DAYS OF SOIL DISTURBANCE OR BY OCTOBER 1, WHICHEVER IS EARLIER.
6. PERMANENT SEEDING SHALL BE COMPLETED AS EARLY AS POSSIBLE IN THE SPRING SEASON. PERMANENT SEEDING SHOULD BE MADE PRIOR TO AUGUST 15. IF SEEDING CANNOT BE COMPLETED BY THIS DATE, TEMPORARY SEEDING WILL BE DONE ACCORDING TO THE BEST MANAGEMENT PRACTICES (BMP) HANDBOOK PUBLISHED BY MAINE DEP WITH TEMPORARY MULCHING.
7. TOPSOIL WILL BE UNIFORMLY SPREAD 3 INCHES DEEP OVER AREAS TO BE RECLAIMED.
8. LIME SHALL BE APPLIED AS FAR IN ADVANCE OF SEEDING AS POSSIBLE. WORK LIME AND FERTILIZER INTO THE SOIL TO A DEPTH OF 4 INCHES EITHER BEFORE OR DURING FINAL SEED BED PREPARATION.
9. IF SEEDING DOES NOT TAKE AT LEAST 80% IN ANY AREA WITHIN 30 DAYS IT SHOULD BE RESEEDING AND IMMEDIATELY OR TEMPORARILY MULCHED AND RESEED WITHIN ONE PLANTING SEASON.
10. EROSION CONTROL MEASURES CAN BE REMOVED UPON STABILIZATION OF THE FINISHED GRADES AND USED AS ADDITIONAL UNUSUAL MATERIAL IF APPROPRIATE.
11. THE SEEDING AREAS SHALL BE INSPECTED 6 TO 15 DAYS AND MAINTAINED BY WATERING, WEEDING, MOWING, TRIMMING, REGRADING AND REPAIRING AS REQUIRED TO ESTABLISH A LAWN FREE OF ERODE OR BARE AREAS.



EROSION & SEDIMENT CONTROL PLAN



- NOTES:**
1. FILTER SOCK SHALL BE A MANDATED MEASURE WHEN THE AREA IS FILLED WITH EROSION CONTROL MAT, OR OTHER FINELY SPREAD ORGANIC MATERIAL, USE ONLY APPROVED PRODUCTS.
 2. FULL CONTACT WITH THE GROUND IS CRITICAL TO PREVENT SHORT CIRCUITING AROUND THE SOCK. ALL SOCKS MUST BE PLACED IN A LINE WITH NO GAPS. ALL SOCKS MUST BE TIGHTLY BOUND TO COMPRESSED SOIL.
 3. INSTALLATION OF SOCKS SHALL BE STAGED FINALLY TO THE GROUND WITH WOOD GRADE STAKES.

FILTER SOCK
NOT TO SCALE

MAINTENANCE
PB20-8



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Town of Eliot Planning Board
 From: David C.M. Galbraith – Town Planner (interim) / Consultant
 Southern Maine Planning and Development Commission (SMPDC)
 Cc: Charles and Cheryl Tewell (property owners)
 Ryan McCarthy, President Tidewater Engineering and Surveying, Inc. (Project Engineer)
 Land Use Administrative Assistant
 Date: July 7, 2020 (meeting date)
 Re: 21 Foxbrush Drive (property ID# 050-019-000) Site Plan Review – existing single family residence removal and replacement within the Shoreland Zoning District.

Application Details/Checklist Documentation	
✓ Address:	21 Foxbrush Drive
✓ Map/Lot:	Property ID# 050-019-000
✓ PB Case#:	PB20-08
✓ Zoning District:	Suburban District, Limited residential, Shoreland Zoning / Resource Protection Zoning Districts
✓ Shoreland Zoning:	Shoreland Zoning / Resource Protection Zoning Districts
✓ Owners Names:	Charles Tewell Cheryl Tewell
✓ Applicant Names:	Charles and Cheryl Tewell (property owners) Ryan McCarthy, President Tidewater Engineering and Surveying, Inc. (Project Engineer)
✓ Proposed Project:	Site Plan Review – existing single family residence removal and replacement within the Shoreland Zoning District. <ul style="list-style-type: none"> • Sketch plan review
✓ Application Received by Staff:	Date: May 19, 2020
✓ Application Fee Paid and Date:	Date: May 19, 2020
✓ Application Sent to Staff Reviewers:	Date: 05/19/2020
Application Heard by PB	Date: 07/07/2020 – sketch plan review
Found Complete by PB	Date: 07/07/2020
Site Walk	Date: 07/15/2020 Date: 07/21/2020
Public Hearing	Date: 07/21/2020
Public Hearing Publication	Date: 07/08/2020
Deliberation	Date: 07/21/2020
Notice of Decision	Date: 08/04/2020 (anticipated)
✓ Reason for PB Review:	Site Plan Review – existing single family residence removal and replacement within the Shoreland Zoning District / Resource Protection District.

21 Foxbrush Drive (property ID# 050-019-000) Site Plan Review – existing single family residence removal and replacement within the Shoreland Zoning District.

Project Overview:

This project was originally brought before the Planning Board for “sketch plan review” on July 7th 2020 via a “remote Zoom” meeting. At that same meeting the Planning Board determined that the application was “complete” and it was agreed that a Public Hearing be scheduled for July 21, 2020. The Planning Board further agreed to conduct a “Site Walk” of the property prior to the Public Hearing date. A site walk was conducted on July 15th 2020 at 11:00 am and was attended by one of the property owners, the project engineer (Ryan McCarthy), Staff and a number of surrounding property owners. A follow-up site walk was scheduled for Tuesday July 21, 2020 at 11:00 am.



21 Foxbrush Drive (property ID# 050-019-000) – Existing Structure

The subject property is located at 21 Foxbrush Drive (property ID# 050-019-000) and the applicants are seeking Site Plan Review for the removal of the existing residence and replacement / expansion of the structure within the Shoreland Zoning District “to the greatest practical extent”. The subject property is 10,606 square feet in area (0.24 acres) where two (2) acres is currently required in the Suburban Zoning District. The district also requires that all lots have 150 feet of street frontage where the subject property has no legal street frontage and is accessed via a perpetual access easement over land owned by Terrie Harman Revocable Living Trust property located at 26 Foxbrush Drive (PID# 050-020-000). Foxbrush Drive accesses these properties to River Road. Over 50% of the existing residence and approximately 25% of the existing deck fall within the required building setbacks. The existing brick / timber patio is 100% and approximately 60% of the existing house are located within the required twenty-five (25) foot setback from the coastal bluff. The existing house, deck, patio

21 Foxbrush Drive (property ID# 050-019-000) Site Plan Review – existing single family residence removal and replacement within the Shoreland Zoning District.

and lot are all considered legally non-conforming. The existing and proposed home, are and will continue to be served, by private septic and well as public water and sewer is not available to this property.

One issue that was discussed with the applicants was the front yard setback requirement which is thirty (30) feet in the Suburban Zoning District. The applicants have provided a 20 foot setback where the primary home entrance is currently located and will continue to be. The question at hand was “is this considered a front yard or a side yard?” and “which setback would apply”. As this lot does not have any legal street frontage it was determined that the Town should consider this a side yard and require only a twenty (20) foot setback in this location. In addition, Staff has been working with the applicants and their project engineer and regarding the proposed building location and has been located “to the greatest practical extent” which will need to be reviewed and approved by the Planning Board. The applicants have submitted a detailed site plans illustrating side by side before and after site plans, building elevations of all sides of the proposed structure, and also detailed calculations that illustrate that the proposal meets the State and local Shoreland Zoning requirements. At this time the applicants are seeking approval of their project.

Respectfully submitted,

David C.M. Galbraith

David C.M. Galbraith
Eliot Town Planner
Town of Eliot - Town Planner (interim) / Consultant
Southern Maine Planning and Development Commission (SMPDC)



**CIVIL
CONSULTANTS**

Engineers

Planners

Surveyors

P.O. Box 100

293 Main Street

South Berwick

Maine

03908

207-384-2550

March 17, 2020

Kristina Goodwin
Land Use Administrative Assistant
Town of Eliot
1333 State Road,
Eliot, Maine 03903

Re Subdivision Sketch Plan Application 787 Main Street
Land of CPN REALTY LLC and JESSE REALTY, LLC

Dear Ms. Goodwin:

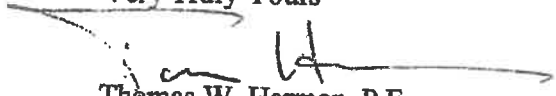
Enclosed please find a second re-submittal of a sketch plan application for the referenced property.

We have included ten copies of the 11" x 17" submittal as well as two copies of the property and development plans on 22" x 34" sheets.

At your direction we will provide electronic copies for your use.

We would appreciate being on your next available planning board agenda.

Very Truly Yours



Thomas W. Harmon, P.E.
Principal

CC: Kris Glidden / attachment

J:\aaa\2016\1616603\PlanningBoard\Sketch\20191001trans.docx

CASE NO. _____

**TOWN OF ELIOT
PLANNING BOARD
SUBDIVISION APPLICATION**

This application shall conform in all respects to the Land Subdivision Standards of Chapter 41 of the Planning Board of the Town of Eliot code of ordinances. Ten (10) copies of application and sketch plan shall be submitted.

- Application for Sketch plan
- Preliminary plan for major subdivision
- Final plan for minor subdivision

1. Proposed name of subdivision Land of CPN Realty, LLC & Jesse Realty, LLC

2. Location of property 787 Main Street-(Route 103) Eliot, ME 03903

3. Tax Map 6 Lot # 44 & 154 Size (acres) 9.3

4. Zoning District (circle one) Commercial/Industrial Rural Suburban Village

5. Name of record owner CPN Realty, LLC & Jesse Realty, LLC
Mailing address care of Kris Glidden(see address below) Phone # (603)-674-8207

6. Name of applicant Kris Glidden of CPN Realty, LLC
Mailing address PO Box 657, Eliot, ME 03903 Phone # (603)-674-8207
If corporation, name of agent Kris Glidden

7. A complete statement of any easements relating to the property is attached hereto
(if none, so state) none

8. Deed or deeds recorded at County Registry of Deeds

Date	<u>11/26/2018</u>	Book #	<u>17849</u>	Page #	<u>559</u>
Date	<u>11/26/2018</u>	Book #	<u>17849</u>	Page #	<u>563</u>
Date	_____	Book #	_____	Page #	_____

CASE NO. _____

9. Do the owner and/or applicant have an interest in an abutting property as stated on the attached sheet? No
10. Name, address and license # of Engineer, Land Surveyor, Architect, or Planner
Thomas W. Harmon, PLS, PE #2977 PO Box 100 South Berwick, ME 03908
11. Preliminary plan covers Entire Tract
12. If applicable, has the owner and/or applicant been approved for a MaineDOT driveway permit for the installation, physical change or change of use a driveway located on a State highway? Yes
13. Does owner propose to submit Final Subdivision Plan to cover the entire Preliminary Plan, or to file same in sections? Yes
If so, how many? _____
14. Does the preliminary plan cover the entire contiguous holdings of the applicant?
N/A
15. Entrances onto existing or proposed collector streets do not exceed a frequency of one per 400' of street frontage? Yes No
16. Entrances onto existing or proposed arterial streets do not exceed a frequency of one per 1000' of street frontage? Yes No N/A
17. A distance of at least 200' is maintained between centerlines of offset intersecting streets? Yes No
18. Does the applicant propose to dedicate to the public all streets, highways and parks shown on the plan? Yes

CASE NO. _____

19. Give the number of acres which the applicant proposes to dedicate to public to use for park, playground and/or other purposes 0 acres

20. If any waivers of requirements are to be requested, list them on a separate sheet, referencing the Sections in Chapter 41 and give reasons why such requirements should be waived. None known

21. Is the property located in a flood zone? Yes a portion
If yes, please complete the attached Flood Hazard Development Application and return it with your application.

Subdivider shall submit fees as specified in Sections 1-25 in the amount of \$200/lot prior to the second meeting with the Planning Board. Fees are not refundable.

Applicant signature [Signature] Date 03/15/20

Owner signature [Signature] Date 03/15/20

Planning Assistant _____ Date _____

FEES:	
Major subdivision	\$200 per lot
Minor subdivision	\$200 per lot

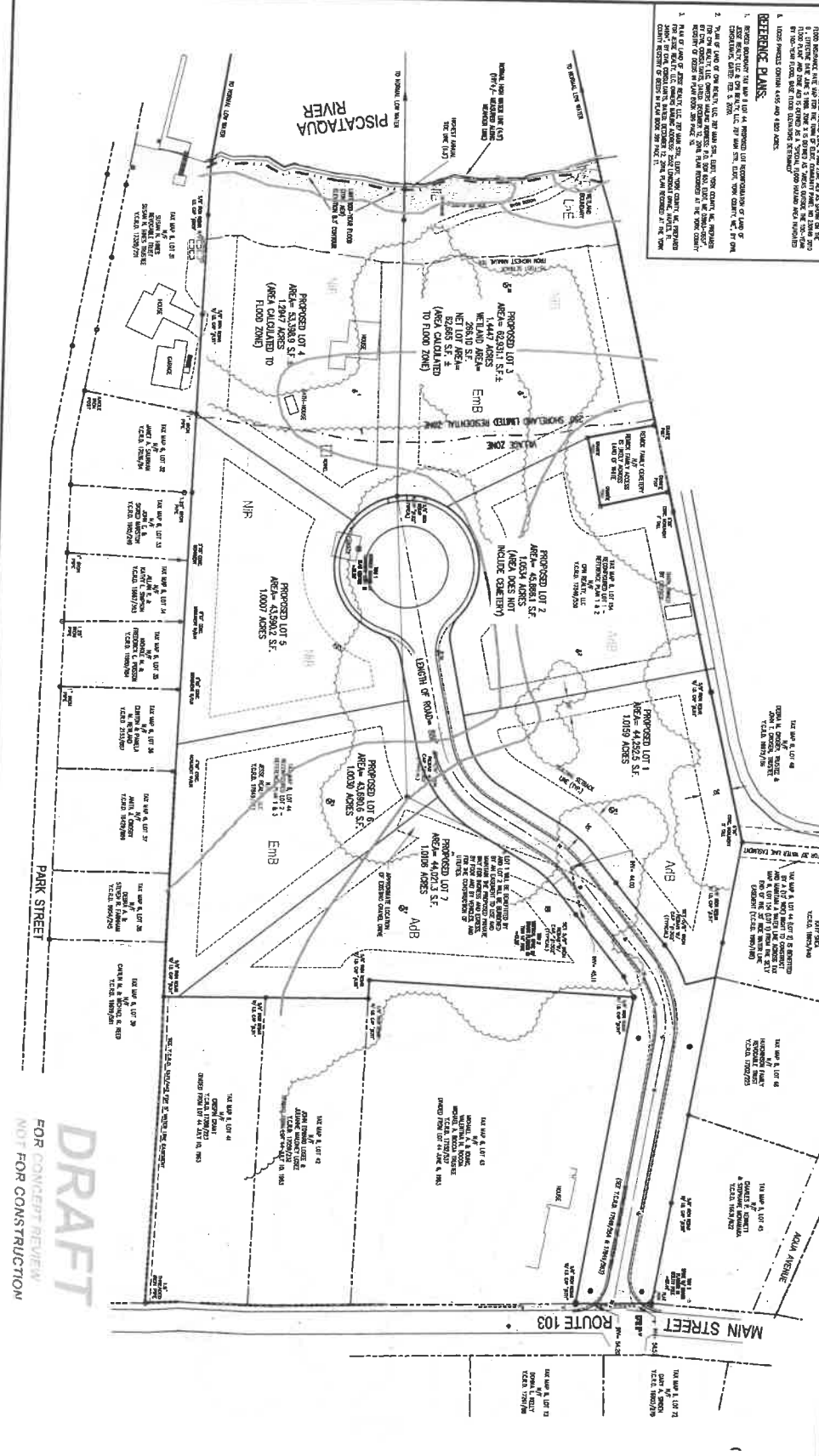
NOTES

1. THESE LOTS 44 & 154 ARE SUBJECT TO THE EMB ZONE AS SHOWN ON THE MAP.
 2. THE TOTAL AREA OF THE PROJECT IS 1,000 ACRES. THE TOTAL AREA OF THE LOTS IS 1,000 ACRES.
 3. THE TOTAL AREA OF THE PROJECT IS 1,000 ACRES. THE TOTAL AREA OF THE LOTS IS 1,000 ACRES.
 4. THE TOTAL AREA OF THE PROJECT IS 1,000 ACRES. THE TOTAL AREA OF THE LOTS IS 1,000 ACRES.
- REFERENCE PLANS**
1. PROJECT MASTER PLAN MAP 1 OF 10, DATED 10/15/2019.
 2. THE TOTAL AREA OF THE PROJECT IS 1,000 ACRES. THE TOTAL AREA OF THE LOTS IS 1,000 ACRES.

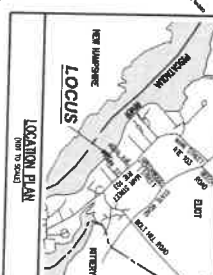
HIGH INTENSITY SOILS SURVEY LEGEND

- EMB - HIGH INTENSITY SOILS SURVEY LEGEND
- NIR - HIGH INTENSITY SOILS SURVEY LEGEND
- AMB - HIGH INTENSITY SOILS SURVEY LEGEND
- ABH - HIGH INTENSITY SOILS SURVEY LEGEND
- AOB - HIGH INTENSITY SOILS SURVEY LEGEND
- AOB3 - HIGH INTENSITY SOILS SURVEY LEGEND

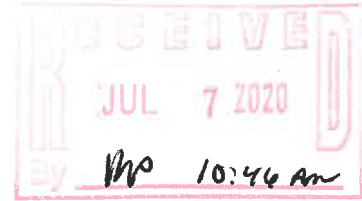
HIGH INTENSITY SOILS SURVEY SLIPPER



DRAFT
FOR CONCEPT REVIEW
NOT FOR CONSTRUCTION



Town of Eliot Planning Board
Public Hearing Re: 0 Main Street (Map 6/Lot 154)
July 6 ,2020



Mr Chairman and members of the board,

My name is John Crosier, I am an abutter of the 0 Main St property on the western side and have lived here 29 years. Please consider what we see as important town zoning ordinances pertinent to the proposed subdivision plan.

Section 41 Subdivisions-3 or more units

Section 41-221 Traffic and Streets

(b)2 All streets which a subdivision proposes shall meet the minimum requirements of the street design and construction standards in division 2 of article II of chapter 37 of this code...

Section 37-69

(b) all streets shall be considered in their relation to existing ... streets.

(g) Entrances onto existing or proposed collection streets shall not exceed a frequency of one per 400 feet of street frontage or the minimum distance required by section 37-70, whichever is greater.

These ordinances were written to (per 37-52) "reduce traffic hazards resulting from poorly located intersections..."

Aqua Avenue is within 150 feet of the proposed access road to this subdivision.

This issue is on the original subdivision application and was not addressed (N/A).

The state of Maine approving the installation of a culvert does not constitute an Eliot town-approved street.

We are surprised that this property was considered for a subdivision as the previous owner was told by the town it did not qualify for subdivision because of the 400 foot rule (37-69g) before she put the property up for sale.

Our last major concern is the impact on the home at the corner of Aqua Avenue and Main St being adversely impacted by the excessive traffic expected with a subdivision, could be as many as 130 cars per day on both sides of the house.

Thank you for your consideration of this matter.

Sincerely



CATLAB, LLC

Request for Planning Board Action

Table of Contents

Request Form.....	2
P&S Agreement.....	3
Property Map/Sketch.....	9
Property Sketch/Plan.....	21



TOWN OF ELIOT

1333 STATE RD., ELIOT, ME 03903

PB20-9

Received via email 5/20/20

REQUEST FOR PLANNING BOARD ACTION

(FOR MISCELLANEOUS USES OR CHANGES)

Applicant GUY SYLVESTER
 Mailing Address 16 HOMESTEAD City BRENTWOOD State NH Zip 03833
 Telephone # 603-966-6791 Email address GUY@CATLAB/LLC.COM
(TO RECEIVE MEETING NOTICES)

Property Owner ELIOT COMMONS PROFESSIONAL PARK
 Mailing Address _____ City _____ State _____ Zip _____

Property address 17 LEVESQUE DR. UNIT 3 Tax Map # 29 Lot # 26
 Size (acres) 4.47 Zoning District C/I Shoreland Overlay District? _____

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

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

Nature of action requested:
 (Example: Request to amend a previously approved site plan by adding a 10' x 20' addition)
CHANGE OF USE FROM MEDICAL OFFICE SPACE
TO LABORATORY TESTING SPACE

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

Applicants signature Guy Sylvester Date MAY, 2020
 Property owners signature Robert W. Klein Date 5/16/20

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

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Cat Lab, LLC, whose mailing address is 16 Homestead Ln, Brentwood, New Hampshire 03833 (hereinafter called "Purchaser"), this 20th day of February, 2020, the sum of Five Thousand Dollars (\$5,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by Elliot Commons Professional Park (hereinafter called the "Seller") and located at 17 Levesque Dr. in the city/town of Elliot, County of York, State of Maine, described as follows: Unit 3, 3600 SF office condo unit

County Registry of Deeds in Book 4669, Page 328, and being fully more described at said

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): n/a

2. PURCHASE PRICE: The total Purchase Price is Four Hundred Thirty Thousand Dollars (\$430,000.00), with payment made as follows:

Earnest money to be delivered on or before 02/24/2020: \$5,000.00
Other: \$
Other: \$
Balance due at closing, in immediately-available funds: \$425,000.00

3. EARNEST MONEY/ACCEPTANCE: Remax Shoreline ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until February 24, 2020 at 5 (AM/PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser

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

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on within 30 days after receipt of loan (the "Closing Date") to Purchaser by Maine Statutory Short-Form Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

Buyer's Initials [Signature] Seller's Initials [Signature]

6. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. **POSSESSION/OCCUPANCY:** Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. **PRORATIONS:** The following items shall be prorated as of the Closing Date:
- Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - Fuel.
 - Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
 - Seller to pay condo fees to the day of closing.
10. **DUE DILIGENCE:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 30 days of the Effective Date.
- All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(a) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.
11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have n/a days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within n/a days from delivery of forms therefor. Purchaser shall also on a rolling basis have n/a days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

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

12. **FINANCING:** Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Ninety (90) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80.000 % of the purchase price at an initial interest rate not to exceed market % per annum, amortized over a period of not less than (market) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Four (4) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.
13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that n/a ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. None ("Selling Agent") is acting as a None agent in this transaction and is representing None ("Listing Agent") is acting as a Peter Billipp agent in this transaction and is representing Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").
14. **DEFAULT:** If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.
15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

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

Seller grants Buyer 90 days from date of execution to seek relief from 500 ft rule for a cannabis lab in Eliot. This may include Planning Board and/or Board of Appeals. Buyer agrees to use best efforts to make applications and attend meetings to seek approvals from town boards in a timely fashion. If approvals have not been granted at the end of the 90 day period and Buyer is making best efforts, Seller will grant an additional 30 day period. Buyer's obligations hereunder Continued... See Addendum Additional Lessee Information 1

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

Cat Lab, LLC
 Legal Name of Purchaser
 By: [Signature]
 Signature

Tax ID # _____
X Guy S. L...
 Name Title, thereunto duly authorized

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

Signed this 21 day of February, 2020.

Elliot Commons Professional Park
 Legal Name of Seller
Robert H. King
ROBERT H KING
PARTNER
ECPP

84-1830052
 Tax ID # _____
 Buyer's Initials [Signature] Seller's Initials RHK

ADDENDUM

PROPERTY: 17 Levesque Dr., Elliot, ME 03903

1) Additional Lessee Information

are contingent on receipt of the required variance. In the event Buyer is unable to obtain the require variance before the end of the extension period, Buyer shall so notify Seller and the deposit shall be returned to the Buyer and the parties shall have no further liability hereunder".

Handwritten area with multiple horizontal lines, mostly blank.

Date: X 2/21/2020
Signature: X Buyer [Signature]

Date: 2/21/20
Signature: Seller Robert H Kuo

Date: _____

Date: _____

Signature _____

Signature _____

Addendum

By: Robert S. King
Signature

Name/Title, thereunto duly authorized

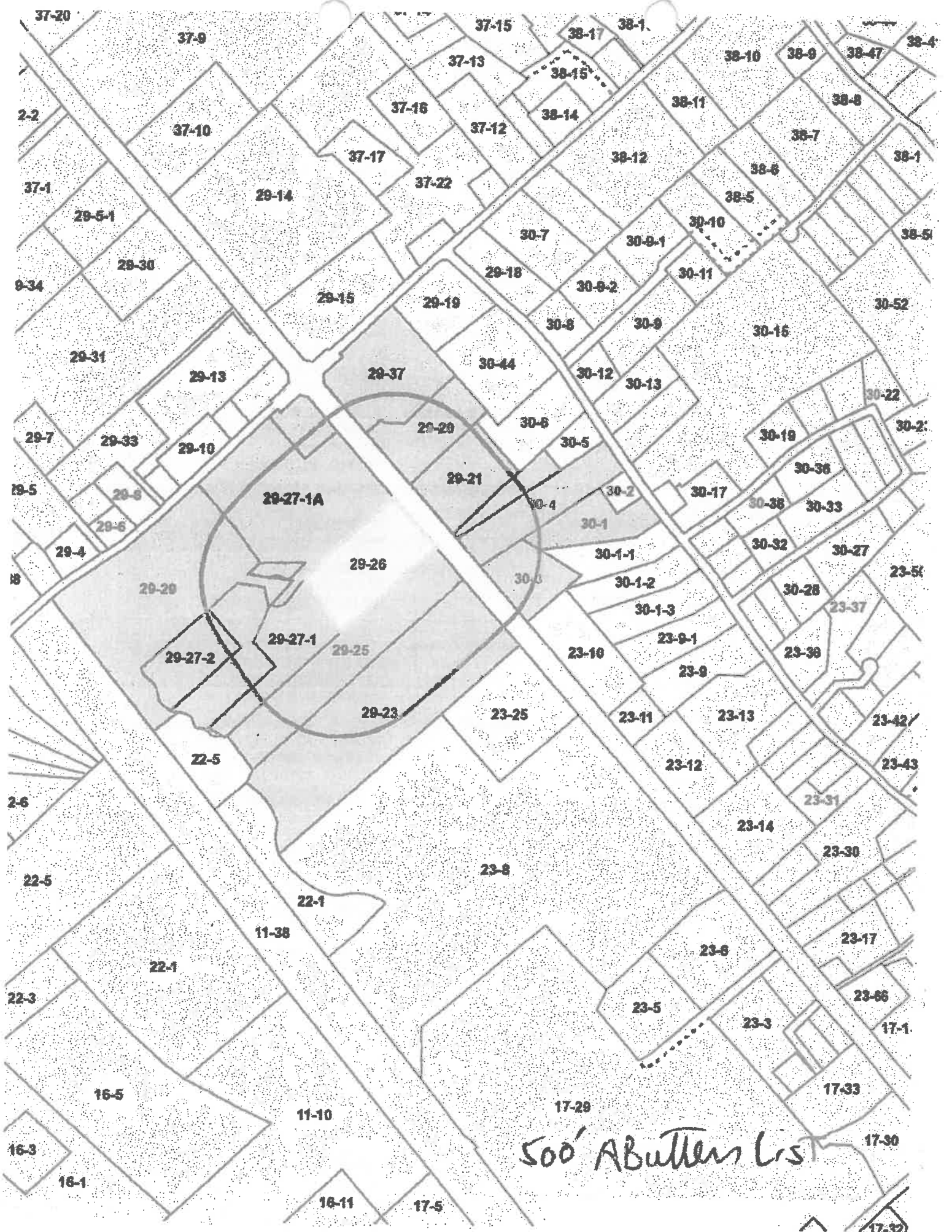
Legal Name of Escrow Agent

By: _____
Signature

Name/Title, thereunto duly authorized

EFFECTIVE DATE OF THIS CONTRACT: 2/21 2020

Copyright © 2012. All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.



500' Abutters List



500 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 029-020-000
CAMA Number: 029-020-000
Property Address: 178 HAROLD L DOW HWY

Mailing Address: PATHFINDER BUSINESS OFFICES LLC
33 CREEKVIEW DR
ELIOT, ME 03903

Parcel Number: 029-021-000
CAMA Number: 029-021-000
Property Address: 162 HAROLD L DOW HWY

Mailing Address: IRVING OIL LIMITED ATTN:
CORPORATE REAL ESTATE
PO BOX 868
CALAIS, ME 04619

Parcel Number: 029-022-000
CAMA Number: 029-022-000
Property Address: 160 HAROLD L DOW HWY

Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA
J
PO BOX 482
ELIOT, ME 03903

Parcel Number: 029-023-000
CAMA Number: 029-023-000
Property Address: 153 HAROLD L DOW HWY

Mailing Address: LAWRENCE, DAVID
21 LYNCH LN
KITTERY, ME 03904

Parcel Number: 029-025-000
CAMA Number: 029-025-000
Property Address: 155 HAROLD L DOW HWY

Mailing Address: LETELLIER, MATTHEW HRS OR DEVS
C/O ELIOT DONUTS LLC
369 LAFAYETTE ST
HAMPTON, NH 03842

Parcel Number: 029-027-001
CAMA Number: 029-027-001
Property Address: 33 LEVESQUE DR

Mailing Address: M H PARSONS & SONS LUMBER CO
WOODBIDGE RD
YORK, ME 03909

Parcel Number: 029-027-002
CAMA Number: 029-027-002
Property Address: 38 LEVESQUE DR

Mailing Address: ELIOT COMMONS SENIOR HOUSING
LLC
470 FORE ST STE 400
PORTLAND, ME 04101

Parcel Number: 029-027-01A
CAMA Number: 029-027-01A
Property Address: 28 LEVESQUE DR

Mailing Address: SEA DOG REALTY LLC
86 NEWBURY ST
PORTLAND, ME 04101

Parcel Number: 029-027-01B
CAMA Number: 029-027-01B
Property Address: 28 LEVESQUE DR #2

Mailing Address: GUMBERLAND FARMS INC ATTN TAX
DEPT
165 FLANDERS RD
WESTBOROUGH, MA 01581



www.cai-tech.com

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

5/12/2020

Page 1 of 2



500 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-029-000
CAMA Number: 029-029-000
Property Address: 150 BEECH RD

Mailing Address: YORK/CUMBERLAND MGMT CORP
BARON PLACE
LABRECQUE PROPERTY MANAGEMENT
PO BOX 480
SEBATTUS, ME 04280-0460

Parcel Number: 029-037-000
CAMA Number: 029-037-000
Property Address: 220 BEECH RD

Mailing Address: PRIME STORAGE ELIOT LLC
PO BOX 480
SARATOGA SPRINGS, NY 12866

Parcel Number: 030-001-000
CAMA Number: 030-001-000
Property Address: 235 HANSCOM RD

Mailing Address: GREEN, JONATHAN B GREEN, BRENDA
235 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-003-000
CAMA Number: 030-003-000
Property Address: 150 HAROLD L DOW HWY

Mailing Address: SHAPLEIGH, NANCY E
28 SANDY HILL LN
ELIOT, ME 03903

Parcel Number: 030-004-000
CAMA Number: 030-004-000
Property Address: 247 HANSCOM RD

Mailing Address: WILLIAMS, MICHAEL T WILLIAMS,
AMANDA M
247 HANSCOM RD
ELIOT, ME 03903

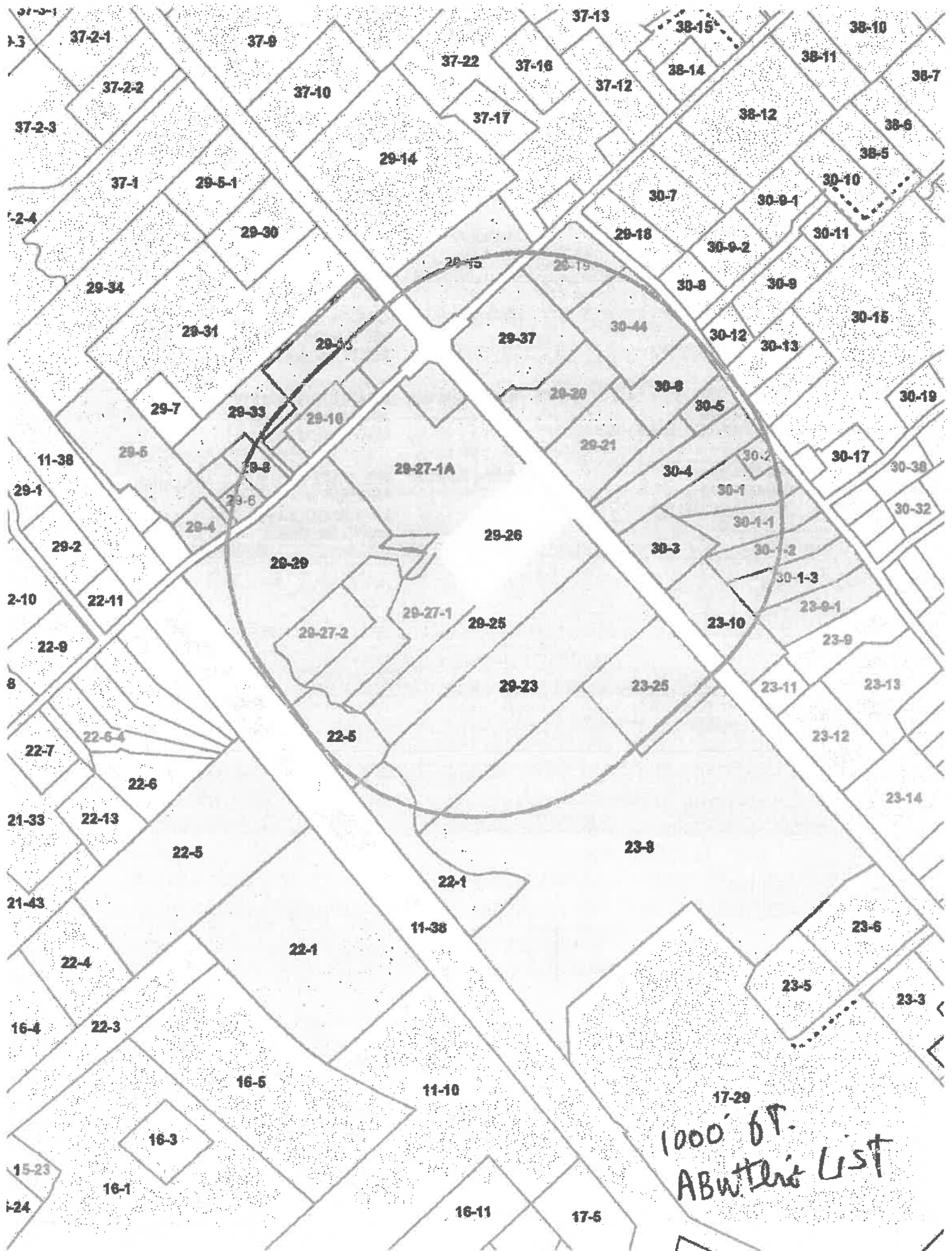


www.cai-tech.com

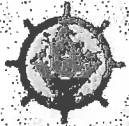
5/12/2020

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

Page 2 of 2



17-29
1000' BT.
AButter's List



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 022-001-000
CAMA Number: 022-001-000
Property Address: BEECH RD

Mailing Address: LEAVITT, ROBERTA IRREVOCABLE
TRUST JEANETTE K LASORSA
TRUSTEE
1172 STATE RD
ELIOT, ME 03903

Parcel Number: 022-005-000
CAMA Number: 022-005-000
Property Address: BEECH RD

Mailing Address: HERBOLD, SETH
13 BITTERSWEET LN
ELIOT, ME 03903

Parcel Number: 023-008-000
CAMA Number: 023-008-000
Property Address: 135 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM A
PO BOX 242
ELIOT, ME 03903

Parcel Number: 023-009-001
CAMA Number: 023-009-001
Property Address: 211 HANSCOM RD

Mailing Address: WILLIS, DAVID R WILLIS, ANNE M
211 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 023-010-000
CAMA Number: 023-010-000
Property Address: 126 HAROLD L DOW HWY

Mailing Address: POLLARD, JOHN ERIC ARCHER, CARL
LEONARD
PO BOX 61
ELIOT, ME 03903

Parcel Number: 023-025-000
CAMA Number: 023-025-000
Property Address: 143 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM
PO BOX 242
ELIOT, ME 03903

Parcel Number: 029-004-000
CAMA Number: 029-004-000
Property Address: 147 BEECH RD

Mailing Address: BOUCHARD, H O ING
349 COLDBROOK RD
HAMPDEN, ME 04444

Parcel Number: 029-005-000
CAMA Number: 029-005-000
Property Address: 149 BEECH RD

Mailing Address: POLLARD, JOHN E
726 NEW DAM RD
SANFORD, ME 04073

Parcel Number: 029-006-000
CAMA Number: 029-006-000
Property Address: 155 BEECH RD

Mailing Address: BURT, WILLIAM A
155 BEECH RD
ELIOT, ME 03903

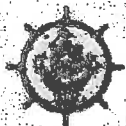


www.cai-tech.com

5/12/2020

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

Page 1 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-008-000 CAMA Number: 029-008-000 Property Address: 163 BEECH RD	Mailing Address: WEBBER, DONALD JR 163 BEECH RD ELIOT, ME 03903
Parcel Number: 029-009-000 CAMA Number: 029-009-000 Property Address: 167 BEECH RD	Mailing Address: WIDI, LOIS A 34 SANDY HILL LN ELIOT, ME 03903
Parcel Number: 029-010-000 CAMA Number: 029-010-000 Property Address: 173 BEECH RD	Mailing Address: WILBER, MATTHEW C 173 BEECH RD ELIOT, ME 03903
Parcel Number: 029-011-000 CAMA Number: 029-011-000 Property Address: 185 BEECH RD	Mailing Address: DASHTI-GIBSON, JALEH M DASHTI- GIBSON, TRISTRAM 185 BEECH RD ELIOT, ME 03903
Parcel Number: 029-012-000 CAMA Number: 029-012-000 Property Address: 191 BEECH RD	Mailing Address: ROHANI, NASSER ROHANI, PARIVASH 550 AUBURN ST PORTLAND, ME 04103
Parcel Number: 029-013-000 CAMA Number: 029-013-000 Property Address: 10 GALWAY LN	Mailing Address: DENAULT, ANTHONY C DENAULT, MICHELLE K 10 GALWAY LN ELIOT, ME 03903
Parcel Number: 029-015-000 CAMA Number: 029-015-000 Property Address: 213 BEECH RD	Mailing Address: LOCKART, GARY W LOCKART, LINDA J 213 BEECH RD ELIOT, ME 03903
Parcel Number: 029-019-000 CAMA Number: 029-019-000 Property Address: 230 BEECH RD	Mailing Address: GRANITE STATE PIONEER LLC PO BOX 4201 PORTSMOUTH, NH 03802
Parcel Number: 029-020-000 CAMA Number: 029-020-000 Property Address: 178 HAROLD L DOW HWY	Mailing Address: PATHFINDER BUSINESS OFFICES LLC 33 CREEKVIEW DR ELIOT, ME 03903
Parcel Number: 029-021-000 CAMA Number: 029-021-000 Property Address: 162 HAROLD L DOW HWY	Mailing Address: IRVING OIL LIMITED ATTN: CORPORATE REAL ESTATE PO BOX 868 CALAIS, ME 04619
Parcel Number: 029-022-000 CAMA Number: 029-022-000 Property Address: 160 HAROLD L DOW HWY	Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA J PO BOX 482 ELIOT, ME 03903
Parcel Number: 029-023-000 CAMA Number: 029-023-000 Property Address: 153 HAROLD L DOW HWY	Mailing Address: LAWRENCE, DAVID 21 LYNCH LN KITTEERY, ME 03904

 CAI Technologies

www.cai-tech.com

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

5/12/2020

Page 2 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-025-000 CAMA Number: 029-025-000 Property Address: 155 HAROLD L DOW HWY	Mailing Address: LETELLIER, MATTHEW HRS OR DEVS C/O ELIOT DONUTS LLC 369 LAFAYETTE ST HAMPTON, NH 03842
Parcel Number: 029-027-001 CAMA Number: 029-027-001 Property Address: 33 LEVESQUE DR	Mailing Address: M H PARSONS & SONS LUMBER CO WOODBRIIDGE RD YORK, ME 03909
Parcel Number: 029-027-002 CAMA Number: 029-027-002 Property Address: 38 LEVESQUE DR	Mailing Address: ELIOT COMMONS SENIOR HOUSING LLC 470 FORE ST STE 400 PORTLAND, ME 04101
Parcel Number: 029-027-01A CAMA Number: 029-027-01A Property Address: 28 LEVESQUE DR	Mailing Address: SEA DOG REALTY LLC 86 NEWBURY ST PORTLAND, ME 04101
Parcel Number: 029-027-01B CAMA Number: 029-027-01B Property Address: 28 LEVESQUE DR #2	Mailing Address: CUMBERLAND FARMS INC. ATTN TAX DEPT 165 FLANDERS RD WESTBOROUGH, MA 01581
Parcel Number: 029-029-000 CAMA Number: 029-029-000 Property Address: 150 BEECH RD	Mailing Address: YORK/CUMBERLAND MGMT CORP BARON PLACE LABRECQUE PROPERTY MANAGEMENT PO BOX 460 SEBATTUS, ME 04280-0460
Parcel Number: 029-033-000 CAMA Number: 029-033-000 Property Address: 11 GALWAY LN	Mailing Address: CANTRELL, PETER B CANTRELL, ANNETTE M 11 GALWAY LN ELIOT, ME 03903
Parcel Number: 029-037-000 CAMA Number: 029-037-000 Property Address: 220 BEECH RD	Mailing Address: PRIME STORAGE ELIOT LLC PO BOX 480 SARATOGA SPRINGS, NY 12866
Parcel Number: 029-038-000 CAMA Number: 029-038-000 Property Address: BEECH RD	Mailing Address: SMALL, CHRISTOPHER M 149 DEPOT RD ELIOT, ME 03903
Parcel Number: 030-001-000 CAMA Number: 030-001-000 Property Address: 235 HANSCOM RD	Mailing Address: GREEN, JONATHAN B GREEN, BRENDA 235 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-001-001 CAMA Number: 030-001-001 Property Address: 229 HANSCOM RD	Mailing Address: DODGE, SHIRLEY G 229 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-001-002 CAMA Number: 030-001-002 Property Address: 223 HANSCOM RD	Mailing Address: POLLOCK, CRAIG S 223 HANSCOM RD ELIOT, ME 03903

CAI Technologies

www.cai-tech.com

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

5/12/2020

Page 3 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 030-001-003
CAMA Number: 030-001-003
Property Address: 217 HANSCOM RD

Mailing Address: DUFFY, JOHN R DUFFY, FLORA M
217 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-002-000
CAMA Number: 030-002-000
Property Address: 239 HANSCOM RD

Mailing Address: LEWIS, KENNETH E
113 BEECH RIDGE RD
YORK, ME 03909-5362

Parcel Number: 030-003-000
CAMA Number: 030-003-000
Property Address: 150 HAROLD L DOW HWY

Mailing Address: SHAPLEIGH, NANCY E
28 SANDY HILL LN
ELIOT, ME 03903

Parcel Number: 030-004-000
CAMA Number: 030-004-000
Property Address: 247 HANSCOM RD

Mailing Address: WILLIAMS, MICHAEL T WILLIAMS,
AMANDA M
247 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-005-000
CAMA Number: 030-005-000
Property Address: 255 HANSCOM RD

Mailing Address: VAN DISSEL, RONALD J REVOCABLE
TRUST RONALD J VAN DISSEL
TRUSTEE
255 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-006-000
CAMA Number: 030-006-000
Property Address: 263 HANSCOM RD

Mailing Address: WALLNER, CHRISTINE M
263 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-044-000
CAMA Number: 030-044-000
Property Address: 281 HANSCOM RD

Mailing Address: GARUFO, GIAN
9684 W89TH WAY
WESTMINSTER, CO 80021



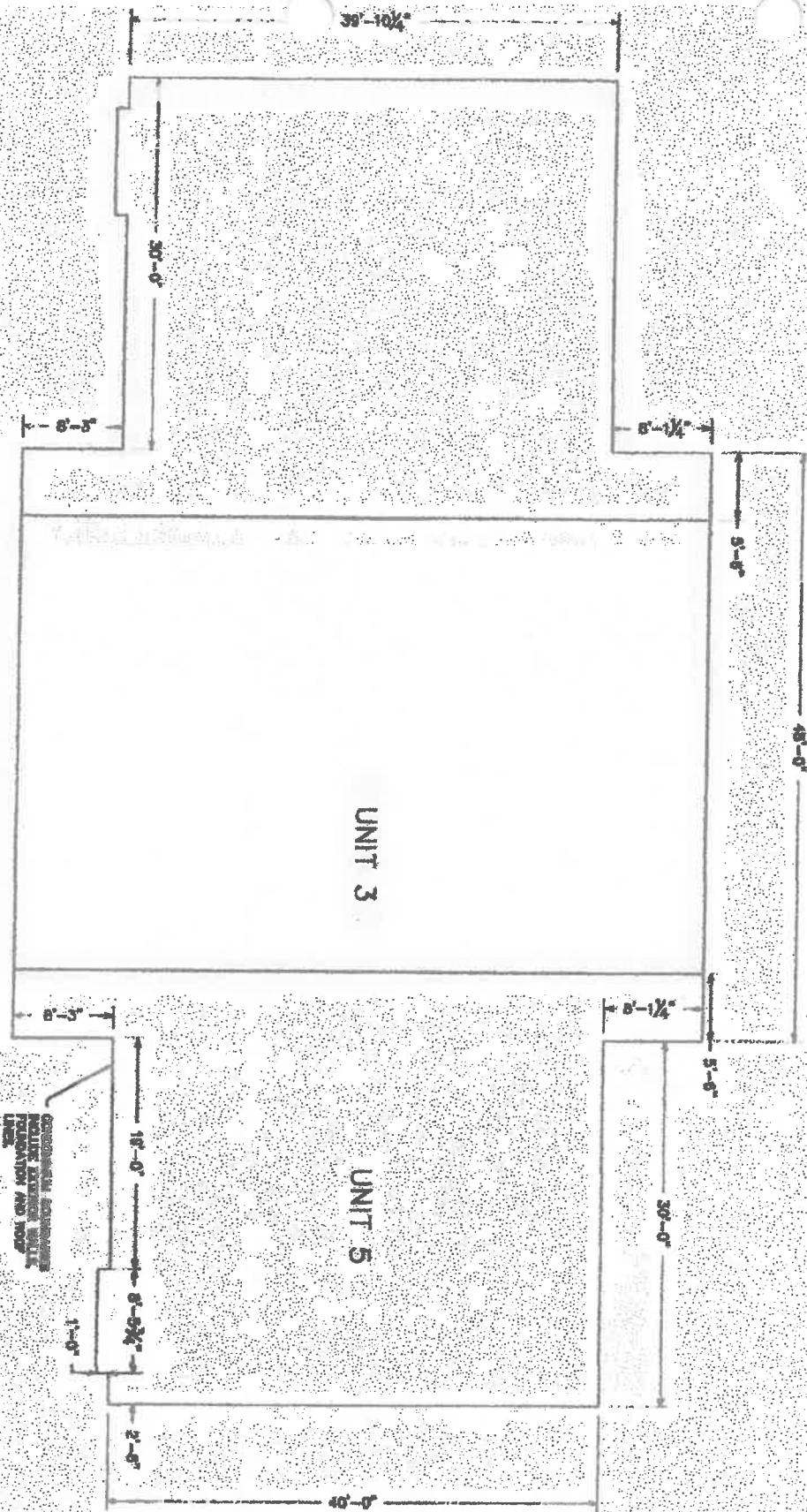
www.cai-tech.com

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

5/12/2020

Page 4 of 4

UNITS 3 AND 5 LAYOUT

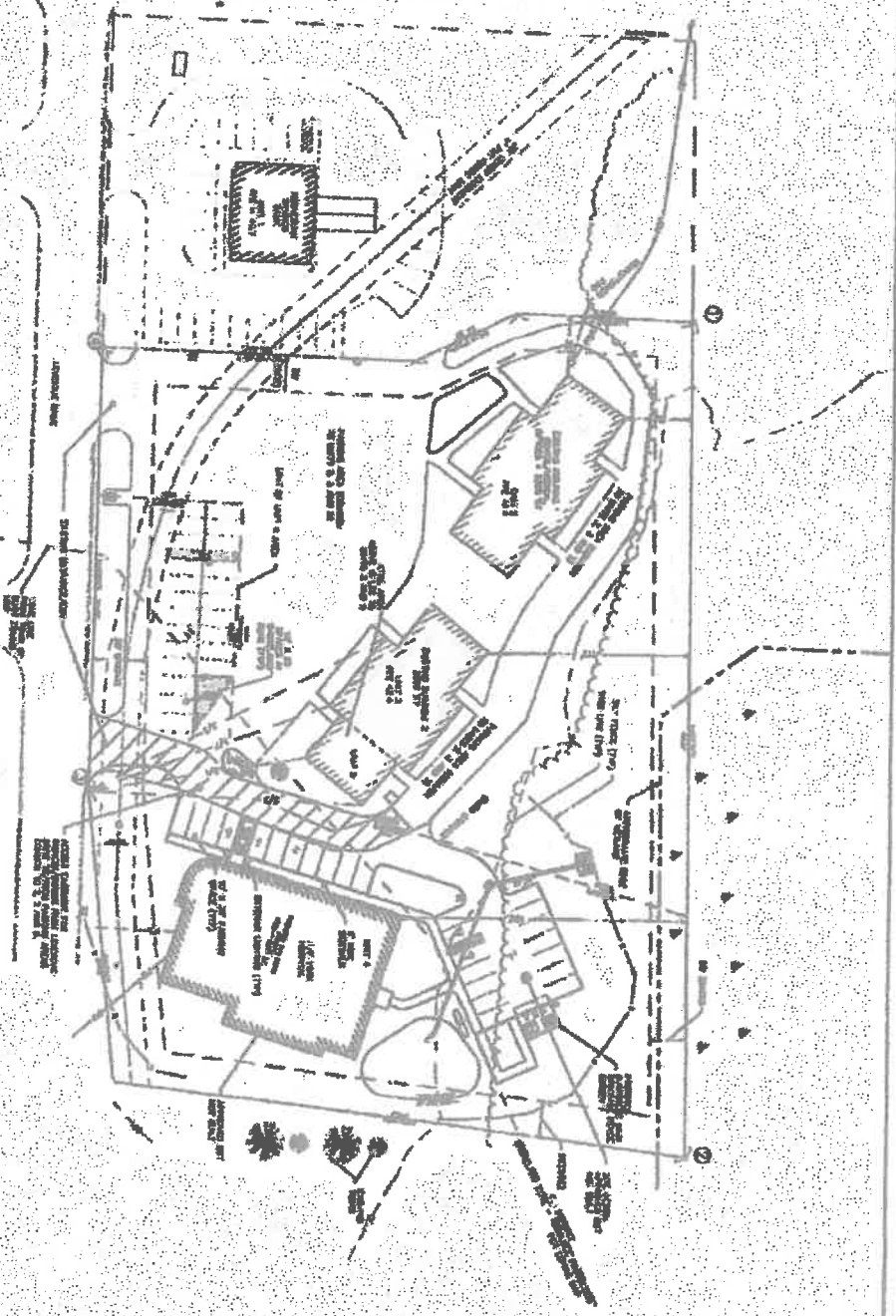


THIS DRAWING, SUBJECT OF AND DATE OF RECORDING, IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION.

NO.	DESCRIPTION	DATE	BY
1	AS SHOWN	10/1/88	...
2
3
4
5

DOW HIGHWAY (ROUTE 238)

ELIOT COMMONS

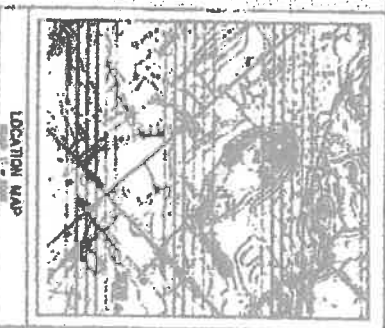


LEGEND

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	EXISTING DRIVE
---	PROPOSED DRIVE
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING CURB
---	PROPOSED CURB
---	EXISTING PAVEMENT
---	PROPOSED PAVEMENT
---	EXISTING GRASS
---	PROPOSED GRASS
---	EXISTING TREES
---	PROPOSED TREES
---	EXISTING UTILITIES
---	PROPOSED UTILITIES



NO.	DESCRIPTION	DATE	BY
1	AS SHOWN	10/1/88	...
2
3
4
5



GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE STATE OF MASSACHUSETTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE STATE OF MASSACHUSETTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE STATE OF MASSACHUSETTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE STATE OF MASSACHUSETTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE STATE OF MASSACHUSETTS.

INDEX OF SHEETS

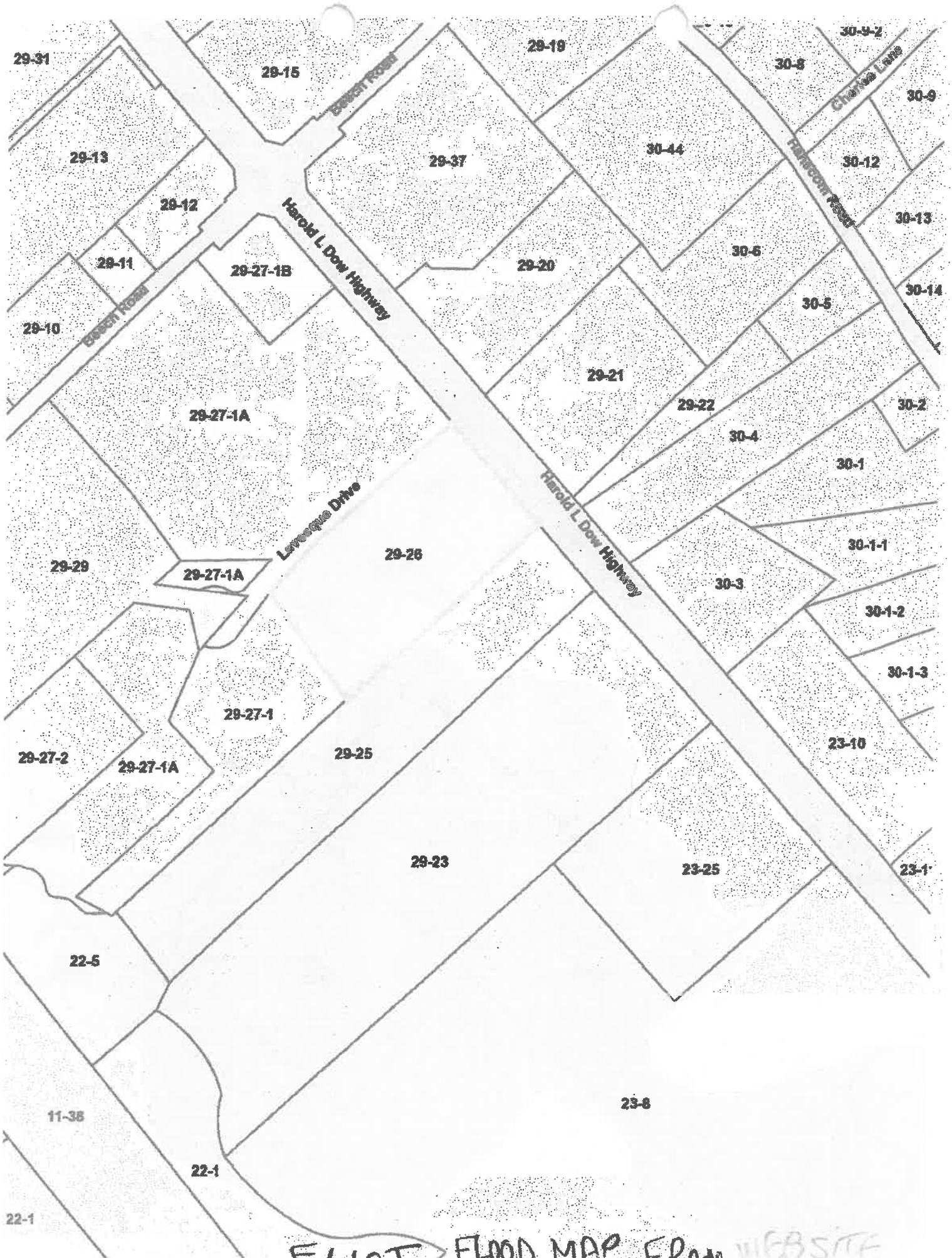
SHEET 1 - GENERAL PLAN - SEE PLAN SET

REFERENCES

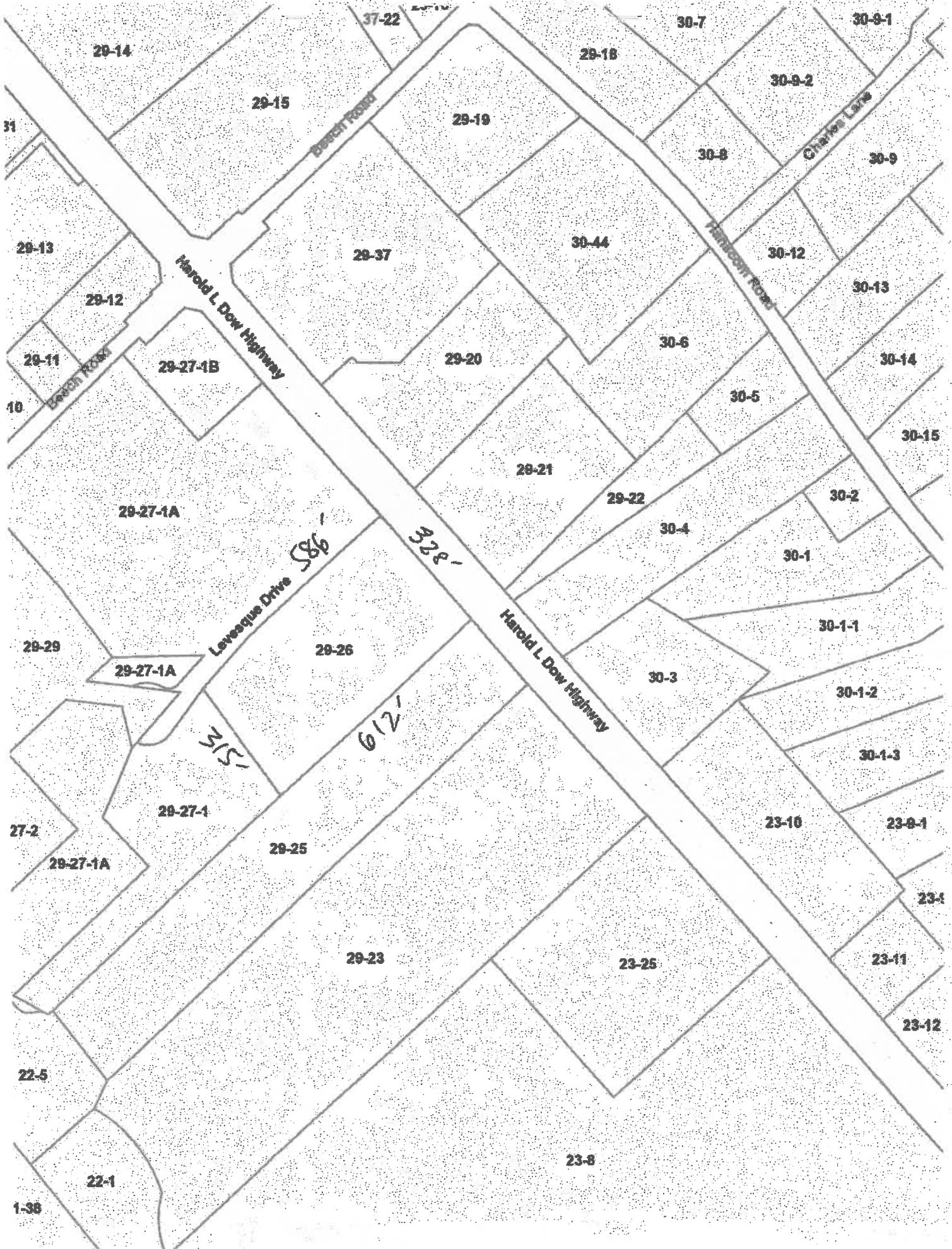
1. MASSACHUSETTS STATE PLANNING BOARD, PLANNING BOARD REGULATIONS, 801 CMR 1.00, 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, 1.31, 1.32, 1.33, 1.34, 1.35, 1.36, 1.37, 1.38, 1.39, 1.40, 1.41, 1.42, 1.43, 1.44, 1.45, 1.46, 1.47, 1.48, 1.49, 1.50, 1.51, 1.52, 1.53, 1.54, 1.55, 1.56, 1.57, 1.58, 1.59, 1.60, 1.61, 1.62, 1.63, 1.64, 1.65, 1.66, 1.67, 1.68, 1.69, 1.70, 1.71, 1.72, 1.73, 1.74, 1.75, 1.76, 1.77, 1.78, 1.79, 1.80, 1.81, 1.82, 1.83, 1.84, 1.85, 1.86, 1.87, 1.88, 1.89, 1.90, 1.91, 1.92, 1.93, 1.94, 1.95, 1.96, 1.97, 1.98, 1.99, 2.00.
2. CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 1988 EDITION.
3. CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION, 1988 EDITION.

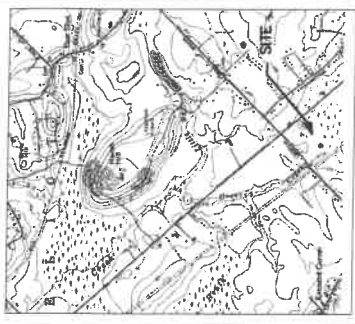
CONDOMINIUM PLAN
ELIOT COMMONS PROFESSIONAL PARK
 1500 STATE DRIVE, ELIOT, MASSACHUSETTS
 ELIOT COMMONS PROFESSIONAL PARK
 1500 STATE DRIVE, ELIOT, MASSACHUSETTS

ARCHITECT
 ALVIN THOMPSON ARCHITECTS, INC.
 1500 STATE DRIVE, ELIOT, MASSACHUSETTS
 TEL: 617-552-1111
 FAX: 617-552-1112



ELIOT FLOOD MAP ED. 1.1 WEBSITE





LOCATION MAP
SCALE 1" = 2000'

GENERAL NOTES

1. THE PLAN SHEETS INTENDED TO DEPICT A CONDOMINIUM PLAN FOR UNITS 3 AND 5 OF THE ELIOT COMMONS PROFESSIONAL PARK.
2. SEE SHEET 2 FOR TYPICAL UNIT DIMENSIONS FOR BUILDINGS 1 AND 2.
3. SEE REFERENCE 2 FOR THE MOST RECENT APPROVED SITE/SUBDIVISION PLANS FOR THIS PROJECT.
4. UNITS DEPICTED ON THIS PLAN ARE CONSIDERED COMMERCIAL BUSINESS AND PROFESSIONAL OFFICES AS DEFINED IN THE TOWN OF ELIOT ZONING ORDINANCE.
5. THE PURPOSE OF THIS PLAN (CONDOMINIUM PLAN) IS TO ADD UNIT 5 TO THE CONDOMINIUM AND TO REDESIGN THE LIMITED COMMON ELEMENTS.
6. THE LOCATION OF THE OUTER UNIT FRAMING IN RELATION TO THE TOWN PROPERTY CORNER.

INDEX OF SHEETS

SHEET 1 - CONDOMINIUM PLAN - UNIT FLOOR PLAN
SHEET 2 - CONDOMINIUM PLAN - UNIT FLOOR PLAN

REFERENCES

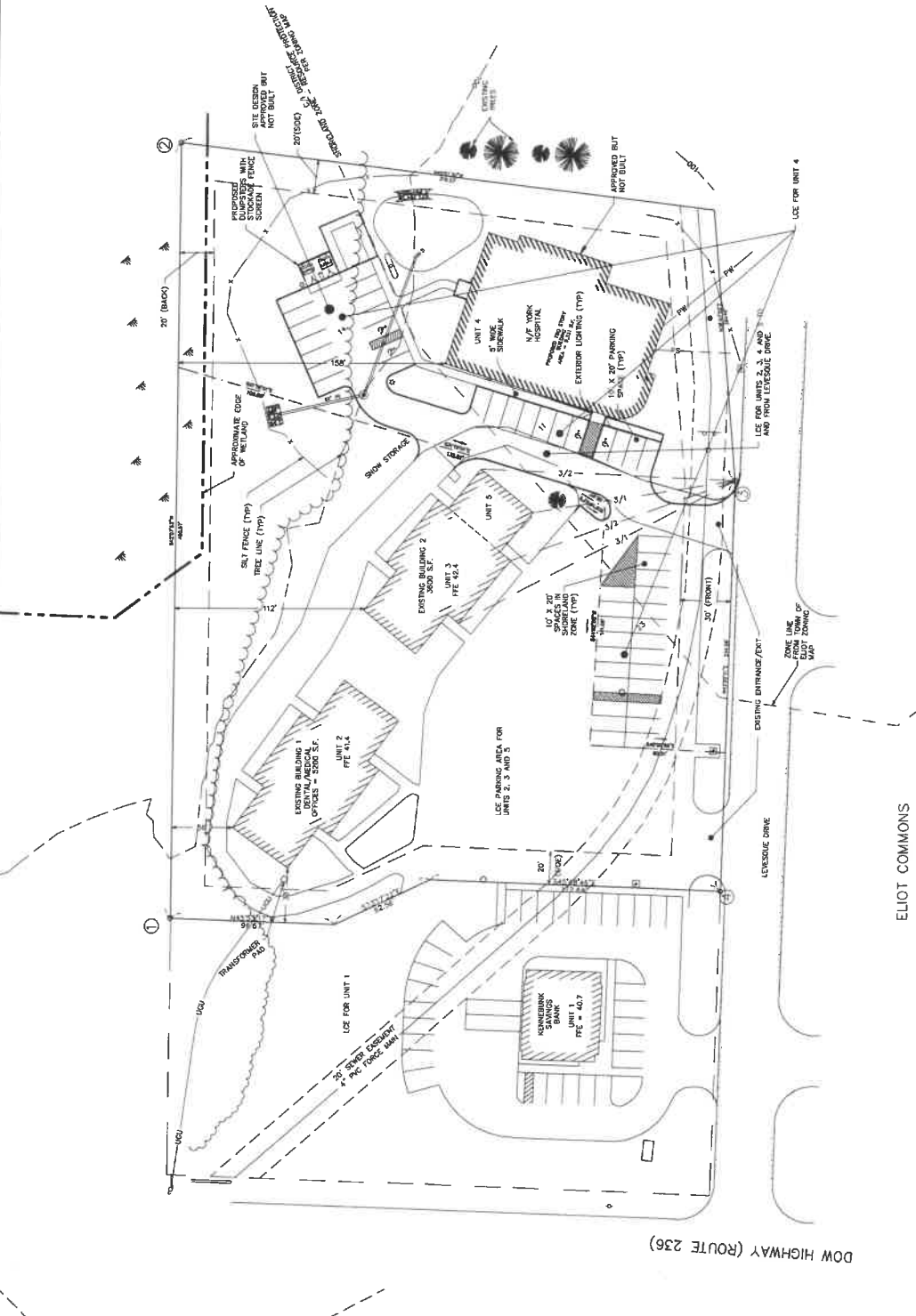
1. "AS-BUILT" ELIOT COMMONS ROUTE 236, DOW HIGHWAY, PREPARED BY RICHARD A. MAHONEY, LAPE ELLIOTT, INC., DATED JANUARY, 1998, REVISED 3/27/08.
2. "PLAT PLAN, ELIOT COMMONS, ELIOT, MAINE," PREPARED BY ATTAR ENGINEERING, ELIOT, MAINE DATED 05/16/2008.

OWNER OF RECORD/
DEVELOPER:
ROBERT H. KLING, MD.
HASSELL C. WINSTON D.D.
ELIOT, MAINE 03903

CONDOMINIUM PLAT
ELIOT COMMONS PROFESSIONAL PARK
LEVESQUE DRIVE, ELIOT, MAINE
FOR: ROBERT H. KLING, MD. & HASSELL C. WINSTON D.D.
ELIOT COMMONS PROFESSIONAL PARK
ELIOT, MAINE 03903

ATTAR ENGINEERING, INC.
CIVIL & STRUCTURAL ENGINEERS
108 BROADWAY, ELIOT, MAINE 03903
PHONE: (207) 539-8003 FAX: (207) 539-8022

SCALE:	DATE:	APPROVED BY:	DRAWN BY:
1" = 20'	04/05/2019	[Signature]	BHM
JOB NO: 1108-19	CAD FILE: ELIOT COM PLAN	REVISION 1: DATE	SHEET 1 OF 2



LEGEND

EXISTING CONTOUR	---
RIVAL CONTOUR	---
WETLAND BOUNDARY	---
UTILITY POLE	---
PROP WALKER	---
PROP SENER	---
CATCH BASIN	---
SEWER MANHOLE	---
EXISTING EDGE OF PAVEMENT	---
STONEMALL	---
SULATION FENCE	---



UNIT	REFERENCE POINT	BUILDING CORNER	BEARING	DISTANCE
3	R3	1	N75°31'47.84"W	183.88'
	R3	2	N59°05'35.24"W	140.55'
5	R3	1	N57°05'05.65"W	150.48'
	R3	2	N45°28'42.62"W	130.48'

STATE OF MAINE
REGISTRY OF DEEDS
RECORDED IN BOOK 2017 PAGE 100
ATTEST: _____ REGISTER



CATLAB, LLC

Site Plan Review Application

Table of Contents

Application Form.....	2
P&S Agreement.....	10
CATLAB Operating Plan.....	16
Property Map, Abutments.....	24

Case No. _____
Site review? Yes No

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

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

Tax Map 29 Lot# 26 Lot Size 4,47 Zoning District: C/I

Your Name Guy Sylvester Your mailing address 16 Homestead Ln

City/Town Brentwood State: NH Zip: 03833 Telephone: 603 966-6791

Who owns the property now? Eliot Commons Professional Park

Address (Location) of the property 17 Levesque Dr, Unit 3

Property located in a flood zone? ___ Yes X No
(If yes, please complete the attached Flood Hazard Development Application and return it with your completed application)

Step 2 (establish your legal interest in the property)

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

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

What SPECIFIC land use are you applying for? MARIJUANA ESTABLISHMENT (TESTING LAB)
(You MUST make this selection from Section 45-290 of the Zoning Ordinance)

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

Case No. _____
Site review? Yes No

Step 4 Attach ten (10) copies of a sketch plan, showing in approximate dimensions the following:

- All zoning districts
- The location of all existing and/or proposed buildings
- The setbacks of all existing and proposed structures or uses.


- The location of proposed signs, their size, and direction of illumination.

- The location of all existing and/or proposed entrances and exits.

- All existing and/or proposed parking areas (parking is permitted in the front, rear and side of the premises, so long as it does not violate setback requirements.)

- Plans of buildings, sewage disposal facilities, and location of water supply.

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

Applicant  Date MAY 2020
Property Owner Robert McKee Date 5/16/20

Step 6 Application received by Planning Assistant

Date received by the PA _____ PA initials _____

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

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

PART 1 - THE PROCEDURE

Case No. _____
Site review? Yes No

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

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

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

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

(STEP 5) Board visits site with applicant.

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

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

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

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

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

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

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

PART 2

Case No. _____
Site review? Yes No

DETAILED ORDINANCE REFERENCES FOR EACH SITE REVIEW EVENT

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

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

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

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

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

Case No. _____
Site review? Yes No

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

Chapter 33 required information

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

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

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

Other Chapter 33 Site Review Ordinance Requirements.

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

Case No. _____

Site review? Yes No

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

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

Chapter 35 Post-Construction Stormwater Management

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

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

- 4.9. Dimensional Standards (Section 45-405)
- 4.10. Traffic (Section 45-406)
- 4.11. Noise (Section 45-407)
- 4.12. Dust, Fumes, Vapors and Gases (Section 45-408)
- 4.13. Odor (Section 45-409)
- 4.14. Glare (Section 45-410)
- 4.15. Storm-water run-off for a 50 year storm. (Section 45-411)
- 4.16. Erosion Control (Section 45-412)
- 4.18. Preservation of Landscape (Section 45-413)
- 4.19. Relation of Buildings to Environment (Section 45-414)
- 4.20. Soil Suitability for Construction (Section 45-415)
- 4.21. Sanitary Standards for Sewage (Section 45-416)
- 4.22. Buffers and Screening (Section 45-417)
- 4.23. Explosive Materials (Section 45-418)
- 4.24. Water Quality (Section 45-419)
- 4.25. Refuse Disposal (Section 45-421)

- 4.26. Specific Activities (Article IX) which include:
 - 4.26.1. Accessory Use or Structure (Section 45-452)
 - 4.26.2. Home Occupation (Section 45-455)
 - 4.26.3. Mobile Homes (Section 45-457)
 - 4.26.4. Off-street Parking and Loading (Article X)
 - 4.26.5. Signs (Article XI)

- 4.27. In addition the Board may make other conditions for approval that will insure such compliance and would mitigate any adverse affects on adjoining or neighboring properties which might otherwise result from any proposed use (Section 33-131).

Case No. _____
Site review? Yes No

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

5.1. Board discusses Site Plan with applicant.

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

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

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

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

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

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

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

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

Note: Computation of time shall be in accordance with Section 1-2 as follows:
"In computing any period of time prescribed or allowed by this Code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation."

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

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Cat Lab, LLC in 16 Homestead Ln, Brentwood, New Hampshire 03833, whose mailing address is 16 Homestead Ln, Brentwood, New Hampshire 03833 (hereinafter called "Purchaser"), this 20th day of February, 2020, the sum of Five Thousand Dollars (\$5,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by Ellet Commons Professional Park (hereinafter called the "Seller") and located at 17 Levesque Dr. in the city/town of Ellet, County of York, State of Maine, described as follows: Unit 3, 3500 SF office condo unit

County Registry of Deeds in Book 4669, Page 328, and being fully more described at said County Registry of Deeds in Book 4669, Page 328, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): n/a
2. PURCHASE PRICE: The total Purchase Price is Four Hundred Thirty Thousand Dollars (\$ 430,000.00), with payment made as follows:
Earnest money to be delivered on or before 02/24/2020: \$ 5,000.00
Other: \$
Other: \$
Balance due at closing, in immediately-available funds: \$ 425,000.00

3. EARNEST MONEY/ACCEPTANCE: Remax Shoreline ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until February 24, 2020 at 5 (AM PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser

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

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on within 30 days after receipt of town (the "Closing Date") to Purchaser by Maine Statutory Short-Form Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

6. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. **POSSESSION/OCCUPANCY:** Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. **PRORATIONS:** The following items shall be prorated as of the Closing Date:
- Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - Fuel.
 - Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
 - Seller to pay condo fees to the day of closing.
10. **DUE DILIGENCE:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 30 days of the Effective Date.
- All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.
11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have n/a days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within n/a days from delivery of forms therefor. Purchaser shall also on a rolling basis have n/a days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

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

12. **FINANCING:** Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within Ninety (90) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than 80.000 % of the purchase price at an initial interest rate not to exceed market % per annum, amortized over a period of not less than (market) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within Four (4) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.
13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that n/a ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. None ("Selling Agent") is acting as a None agent in this transaction and is representing None ("Listing Agent") is acting as a None agent in this transaction and is representing Peter Billipp Seller (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").
14. **DEFAULT:** If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.
15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.
18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
19. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
20. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
23. **ADDENDA:** This Contract has addenda containing additional terms and conditions. Yes ___ No X .
24. **OTHER PROVISIONS:**
Seller grants Buyer 90 days from date of execution to seek relief from 500 ft rule for a cannabis lab in Eliot. This may include Planning Board and /or Board of Appeals. Buyer agrees to use best efforts to make applications and attend meetings to seek approvals from town boards in a timely fashion. If approvals have not been granted at the end of the 90 day period and Buyer is making best efforts, Seller will grant an additional 30 day period. Buyer's obligations hereunder Continued... See Addendum Additional Lessee Information 1

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

By: X [Signature]
 Cst Lab, LLC
 Legal Name of Purchaser
 Signature

X Guy S. Wistrakeo
 Tax ID #
 Name/Title, thereunto duly authorized

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

Signed this 21 day of February, 2020.

[Signature]
 Eliot Commons Professional Park
 Legal Name of Seller
 Robert H. King
 ROBERT H KING
 PARTNER
 ECPP

84-1830052
 Tax ID #
 Buyer's Initials [Signature] Seller's Initials RHK

ADDENDUM

PROPERTY: 17 Levesque Dr., Eliot, ME 03903

1) Additional Lessee Information

are contingent on receipt of the required variance. In the event Buyer is unable to obtain the require variance before the end of the extension period, Buyer shall so notify Seller and the deposit shall be returned to the Buyer and the parties shall have no further liability hereunder".

[Lined area for additional lease information]

Date: X 2/21/2020
X Buyer [Signature]
Signature

Date: 2/21/20
Seller Robert [Signature]
Signature

Date: _____
Signature _____

Date: _____
Signature _____

Addendum

By: Robert H. Kivi
Signature

Name/Title, thereunto duly authorized

Legal Name of Escrow Agent

Name/Title, thereunto duly authorized

By: _____
Signature

EFFECTIVE DATE OF THIS CONTRACT: 2/21 2020

Copyright © 2012. All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.



CATLAB, LLC

PB20-9

Received via email 5/20/20

Preliminary Operating Plan for CATLAB, LLC

Submitted to the Town of Eliot Application for Site Plan Review,
Step (3) Specific Land Use.

Prepared by: Guy Sylvester, CEO

1.0 THE BUSINESS & MARKET

CATLAB, LLC is a testing laboratory built to serve the cannabis-specific market in Maine. The State of Maine has published the Emergency Rules for the Certification of Marijuana and Testing Facilities. (Known here forward as "THE DOCUMENT.") The document specifies the requirements for growers and producers of cannabis in Maine to have specific analytical testing performed on all lots of cannabis produced. These rules are in place to protect public health by establishing standards and mandates for cannabis producers to test specific constituents of the plants. The state is establishing these standards for marijuana to provide assurance that results of testing for various contaminants not exceed the maximum level of standards where testing is required.

The marijuana producers' market is estimated to have 2,500 producers in the state of Maine. There are only about 4 testing laboratories, in the process of achieving a Conditional License. CATLAB, LLC is one of those 4 laboratories. The 4 laboratories are the only labs in the state with the capability or capacity to support the Emergency Rules for the marijuana testing industry. The Document specifically lists the contaminants of interest to be tested. The goal of CATLAB, LLC is to have a testing facility, in the Southern Region of Maine, up and operating by the summer of 2020

CATLAB, LLC is an environmental commercial laboratory specific to the cannabis potency market. CATLAB will initially be focused on meeting the needs of the Adult Marijuana market in the state of Maine, as they comply with the following state mandate:

CATLAB's vision is to provide high quality, dependable Analytical Laboratory Services to cannabis growers and producers of cannabis products as they comply with the state mandate above. CATLAB will be focused on meeting the needs of this market to assure top customer service, as well as accurate and timely data.



CATLAB, LLC

Cannabis Businesses Regulations, from the Office of Marijuana Policy, (OMP) State of Maine:

- *All licensees must comply with Department of Administrative and Financial Services- issued regulations, including for packaging, labeling, health and safety, and sanitation.*
- **Testing:** *Before being sold, marijuana and marijuana products must be submitted to testing to ensure they don't exceed the maximum level of allowable contaminants and to ensure correct labeling. Testing will include testing for THC potency, homogeneity, and cannabinoid profiles, as well as testing for residual solvents, toxins, harmful chemicals, dangerous molds and mildew, harmful microbes, pesticides, fungicides, and insecticides.*
- *From legalization to legal sales, Maine is inching toward the slowest rollout of adult-use sales in the United States so far. Economists say the three-year wait for stores to open will have cost Maine more than \$82 million in taxes and 6,100 industry jobs.*
- *After the legislative rewrites, gubernatorial vetoes and contractual snafus, regulators are saying Maine will record its first adult-use sales on March 15, or 1,223 days after voters narrowly approved full-scale legalization at the polls.*
- *Maine's recreational cannabis market will top \$158 million in sales its first year and almost \$252 million in its second, according to research from New Frontier Data, a national marijuana analytics consulting firm.*
- *Portland Press Herald Staff Writer Dennis Hoey contributed to this report.*

The Cannabis testing industry is a fast growing industry. Maine has recently rolled out the Emergency Rules document which is placing this market on a fast track. The opportunity is now and the time to set up a new testing facility in Maine is upon us. Further, once the national and federal regulations relax on recreation Marijuana, the industry will grow even more.

On November 8, 2016, Maine voters have approved cannabis for recreational use, allowing Mainers over age 21 to consume 2.5 ounces of cannabis.

On January 30, 2017, Governor LePage issued Executive Order 2017-002 relating to rulemaking as it related to the moratorium.

On May 2, 2018, the Legislature overrode the Governor's veto of LD 1719, An Act to Implement a Regulatory Structure for Adult Use Marijuana.

On June 13, 2019, new cannabis regulations were approved by a state legislative



CATLAB, LLC

committee. Maine started accepting recreational cannabis business license applications in December 2019 and cannabis businesses submitted 40 applications on the first day.

However, according to recent Associated Press articles, the rollout of adult-use cannabis sales in Maine [is being threatened](#) by a lack of testing facilities. So far, [only one lab](#) (Nelson) has applied to be certified as a testing facility. Maine officials are hopeful they'll receive more applications but acknowledge the shortage of labs could slow retail sales of recreational marijuana.

Opportunities for new businesses in Maine's cannabis market

Although legislation is still unclear the opportunities are strong. It is projected that Maine medical and recreational cannabis market will exceed \$300 million in 2022, according to New Frontier's forecast.

Maine's Testing Lab Market

Maine is finalizing its testing rules for recreational marijuana, spelling out what a lab must do to get a state license and what safety and potency checks must be done on any marijuana products before they can be sold when the market opens in March.

The [proposed rules](#) cover everything from how samples are collected (by the lab, not the merchant) to pesticide use (eight are banned, but anything that can't be used on organic fruits or vegetables must be reported) to Maine's efforts to stop lab-shopping (failed tests must be retested with same lab). But they do not address the biggest testing problem facing most states at launch: Will there be enough labs?

"We have seen that as a pain point in pretty much (every) other state," said Erik Gundersen, the director of Maine Office of Marijuana Policy, whose office drafted the proposed testing rules. "I don't think we're going to be any different."

Massachusetts delayed its adult-use roll-out from July to November 2018 until it could license two labs. They remain the only labs available to the state's 28 adult-use marijuana shops, which is causing supply problems to this day. Just last week, the adult-use shop closest to Boston ran out of tested flower to sell.

Last year, California gave marijuana shops a six-month grace period after recreational sales began there even though state law requires strict potency and safety testing, in part to give regulators time to license enough labs to meet the testing demands of the world's biggest cannabis market.



CATLAB, LLC

“I would imagine that there would still be some type of delays,” Gundersen predicted. “If we have at least a few in the fold then I think that it may not be perfect, but I think we’ll be able to manage it and ensure that the mandatory testing is happening.”

The services for CATLAB, LLC will include analytical testing of cannabis plants provided from growers in the state of Maine. The services were mentioned above, specifically meeting the requirements of the State of Maine for Cannabis testing:

- (1) Filth and foreign material.
- (2) Residual solvents,
- (3) Pesticides, fungicides, insecticides and growth regulators.
- (4) Heavy Metals: Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
- (5) Dangerous molds and mildew.
- (6) Harmful microbes.
- (7) THC potency, homogeneity and cannabinoid p.

The EMERGENCY RULES FOR THE CERTIFICATION OF MARIJUANA TESTING FACILITIES specifies the following test to be required by each grower:

The following tests are mandatory for all marijuana or marijuana products in their final form for consumer use prior to being sold or transferred to a qualifying patient or person 21 years of age or older:

State of Maine Emergency Rules, Continued:

- (1) Filth and foreign material. Any visible contaminant, including without limitation hair, insects, feces, mold, sand, soil, cinders, dirt, packaging contaminants and manufacturing waste and byproducts.
- (2) Residual solvents, poisons and toxins. Acetone, acetonitrile, butanes, ethanol, ethyl acetate, ethyl ether, heptanes, hexane, isopropyl alcohol, methanol, pentane, propane, toluene, total xylenes (m, p, o-xylenes), 1,2-dichloroethane, benzene, chloroform, ethylene oxide, methylene chloride, trichloroethylene and any others used.
- (3) Pesticides, fungicides, insecticides and growth regulators. Bifenthrin, cyfluthrin, daminozide, etoxazole, imazalil, myclobutanil, spiromesifen trifloxystrobin, and any others used. MTFs must also report any pesticides that appear on testing and which are the list of 195 pesticides federally prohibited on organic produce.
- (4) Other harmful chemicals. Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
- (5) Dangerous molds and mildew. Total yeast and mold, and for any marijuana or marijuana product that is further manufactured after failure of such test, mycotoxins including aflatoxins (B1, B2, G1, G2) & ochratoxin A.



CATLAB, LLC

- (6) Harmful microbes. Total viable aerobic bacteria, total coliforms, bile tolerant gram (-) bacteria, enterobacter, E. coli (pathogenic strains) and Salmonella (spp.).
- (7) THC potency, homogeneity and cannabinoid p.

Customer Base

The customer base includes the targeted list of growers within the state of Maine, both medical and recreational. Store Fronts and other licensed entities requiring Cannabis Testing. CATLAB services pertain to a wide variety of regulatory programs, including environmental compliance, investigation, health and safety issues, environmental site-clean-up and remediation, real estate transfers, landfill monitoring, wastewater treatment and discharge, and private drinking water quality. Every customer will receive a comprehensive report, in either hard copy, electronic format, or both, detailing results of the services requested.



CATLAB, LLC Analytical Testing

#	Category	Instrument needed	Notes	Verbatim
1	Filth and foreign material	microscope? balance?	looks manual, need an SOP see 6.12 of Marijuana Testing Rules	Any visible contaminant, including without limitation hair, insects, feces, mold, sand, soil, cinders, dirt, packaging contaminants and manufacturing waste and by-products.
2	Residual solvents, poisons and toxins	Headspace-GC-MS, perhaps P&T for some DLs?	See full list in text. Ethylene oxide? Section 6.7 - Residual Solvents & Processing Chemicals The MTF is not required to analyze for residual solvents and processing chemicals in dried flower, kief and hashish or marijuana products manufactured without chemical solvents.	Acetone, acetonitrile, butanes, ethanol, ethyl acetate, ethyl ether, heptanes, hexane, isopropyl alcohol, methanol, pentane, propane, toluene, total xylenes (m, p, o-xylenes), 1,2-dichloroethane, benzene, chloroform, ethylene oxide, methylene chloride, trichloroethylene and any others used.
3	Pesticides, fungicides, insecticides and growth regulators	LC-MS-MS	Section 6.8 - Residual Pesticides & Growth Regulators Although no single analytical method currently exists to analyze all 195 prohibited pesticides, testing facilities must analyze as many compounds on the USDA target analyte list for organic food as required by OMP. trifloxystrobin is listed in the table requiring GC-MS-MS, however is listed as GC-MS-MS but is shown with others in Restek chromatogram, is this a typo?	Bifenthrin, cyfluthrin, daminozide, etoxazole, imazalil, myclobutanil, spiromesifen, trifloxystrobin, and any others used. MTFs must also report any pesticides that appear on testing and which are the list of 195 pesticides federally prohibited on organic produce.



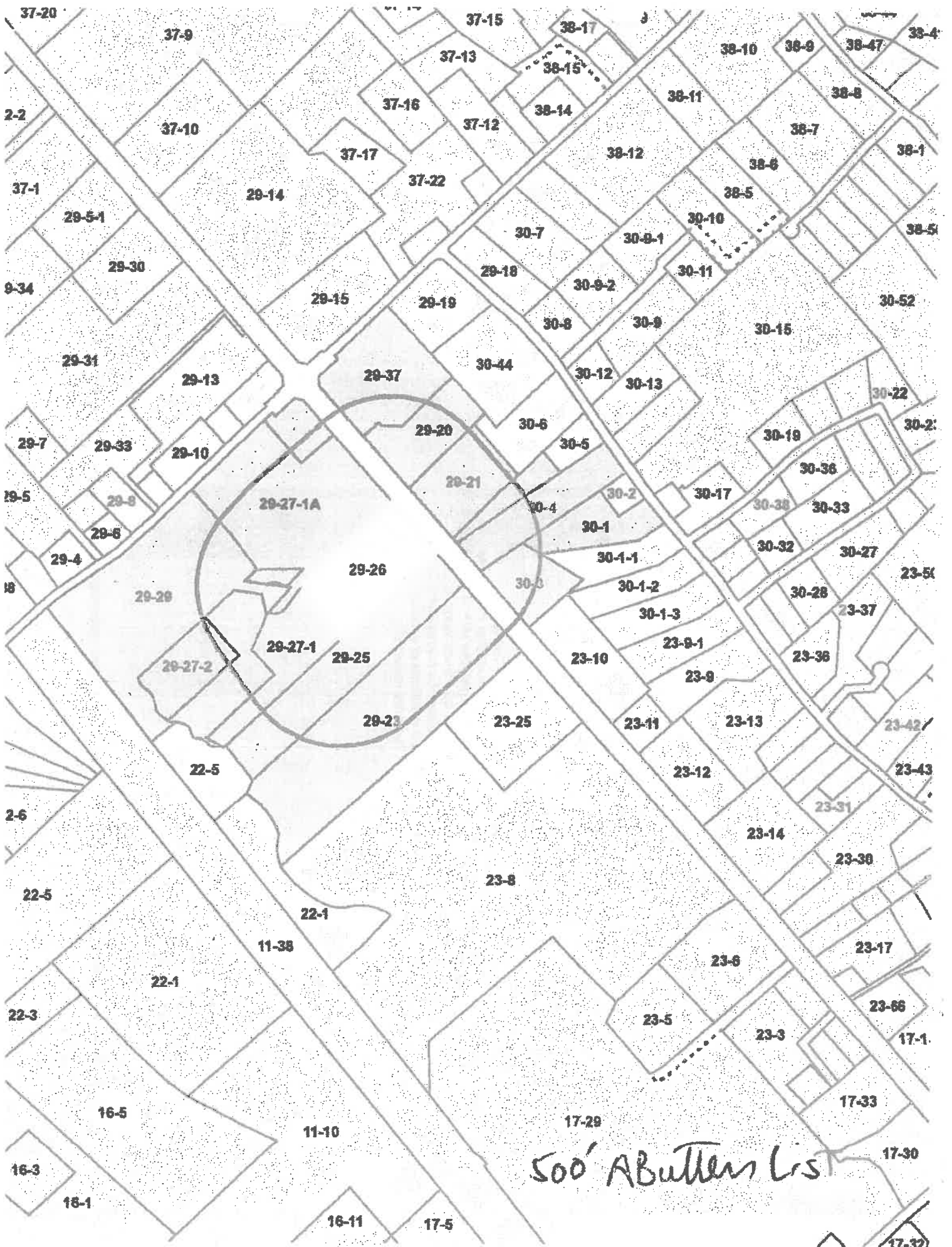
CATLAB, LLC

4	Other harmful chemicals	ICPMS	mercury by ICPMS? Heavy Metals	Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
5	Dangerous molds and mildew	microscope, autoclave, incubators	IDEXX kits and cultures? Microbiological Impurities	Total yeast and mold, and for any marijuana or marijuana product that is further manufactured after failure of such test, mycotoxins including aflatoxins (B1, B2, G1 and G2) and ochratoxin A.
6	Harmful microbes	microscope, autoclave, incubators	IDEXX kits and cultures?	Total viable aerobic bacteria, total coliforms, bile tolerant gram (-) bacteria, enterobacter, E. coli (pathogenic strains) and Salmonella (spp.).
7	THC potency, homogeneity and cannabinoid profiles	LC-MS-MS, LC-Diode Array, GC-FID, GC-MS conspicuously absent	GC-FID - research possible conversion issues	THC and any other cannabinoid to be referenced in labeling or marketing materials.
8	"water activity"	Water Activity Meter	Water Activity FDA definition: The water activity (a w) of a food is the ratio between the vapor pressure of the food itself, when in a completely undisturbed balance with the surrounding air media, and the vapor pressure of distilled water under identical conditions. A water activity of 0.80 means the vapor pressure is 80 percent of that of pure water. The water activity increases with temperature. The moisture condition of a product can be measured as the equilibrium relative humidity (ERH) expressed in percentage or as the water activity expressed as a decimal.	
				Most foods have water activity above 0.95, that will provide sufficient moisture to support the growth of bacteria, yeasts, and mold. The amount

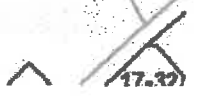


CATLAB, LLC

9	Terpines	HS-GC-FID or HS-GC-MS	of available moisture can be reduced to a point which will inhibit the growth of the organisms. If the water activity of food is controlled to 0.85 or less in the finished product, it is not subject to the regulations of 21 CFR Parts 108, 113, 114.
		by request Section 6.13 - Terpenes If the product labeling reports that the sample contains discrete terpenes, the MTF must test for those terpenes. The MTF must report to one-hundredth of a percent the concentration in percentage in the certificate of analysis. But when are Terpenes required?	



500' Abutters List





500 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 029-020-000
CAMA Number: 029-020-000
Property Address: 178 HAROLD L DOW HWY

Mailing Address: PATHFINDER BUSINESS OFFICES LLC
33 CREEKVIEW DR
ELIOT, ME 03903

Parcel Number: 029-021-000
CAMA Number: 029-021-000
Property Address: 182 HAROLD L DOW HWY

Mailing Address: IRVING OIL LIMITED ATTN:
CORPORATE REAL ESTATE
PO BOX 868
CALAIS, ME 04619

Parcel Number: 029-022-000
CAMA Number: 029-022-000
Property Address: 180 HAROLD L DOW HWY

Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA
J
PO BOX 482
ELIOT, ME 03903

Parcel Number: 029-023-000
CAMA Number: 029-023-000
Property Address: 153 HAROLD L DOW HWY

Mailing Address: LAWRENCE, DAVID
21 LYNCH LN
KITTERY, ME 03904

Parcel Number: 029-025-000
CAMA Number: 029-025-000
Property Address: 155 HAROLD L DOW HWY

Mailing Address: LETELLIER, MATTHEW HRS OR DEVS
C/O ELIOT DONUTS LLC
369 LAFAYETTE ST
HAMPTON, NH 03842

Parcel Number: 029-027-001
CAMA Number: 029-027-001
Property Address: 33 LEVESQUE DR

Mailing Address: M H PARSONS & SONS LUMBER CO
WOODBIDGE RD
YORK, ME 03909

Parcel Number: 029-027-002
CAMA Number: 029-027-002
Property Address: 38 LEVESQUE DR

Mailing Address: ELIOT COMMONS SENIOR HOUSING
LLC
470 FORE ST STE 400
PORTLAND, ME 04101

Parcel Number: 029-027-01A
CAMA Number: 029-027-01A
Property Address: 28 LEVESQUE DR

Mailing Address: SEA DOG REALTY LLC
86 NEWBURY ST
PORTLAND, ME 04101

Parcel Number: 029-027-01B
CAMA Number: 029-027-01B
Property Address: 28 LEVESQUE DR #2

Mailing Address: CUMBERLAND FARMS INC ATTN TAX
DEPT
165 FLANDERS RD
WESTBOROUGH, MA 01581



www.cai-tech.com

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

5/12/2020

Page 1 of 2



500 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-029-000
CAMA Number: 029-029-000
Property Address: 150 BEECH RD

Mailing Address: YORK/CUMBERLAND MGMT CORP
BARON PLACE
LABRECQUE PROPERTY MANAGEMENT
PO BOX 460
SEBATTUS, ME 04280-0460

Parcel Number: 029-037-000
CAMA Number: 029-037-000
Property Address: 220 BEECH RD

Mailing Address: PRIME STORAGE ELIOT LLC
PO BOX 480
SARATOGA SPRINGS, NY 12866

Parcel Number: 030-001-000
CAMA Number: 030-001-000
Property Address: 235 HANSCOM RD

Mailing Address: GREEN, JONATHAN B GREEN, BRENDA
235 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-003-000
CAMA Number: 030-003-000
Property Address: 150 HAROLD L DOW HWY

Mailing Address: SHAPLEIGH, NANCY E
28 SANDY HILL LN
ELIOT, ME 03903

Parcel Number: 030-004-000
CAMA Number: 030-004-000
Property Address: 247 HANSCOM RD

Mailing Address: WILLIAMS, MICHAEL T WILLIAMS,
AMANDA M
247 HANSCOM RD
ELIOT, ME 03903

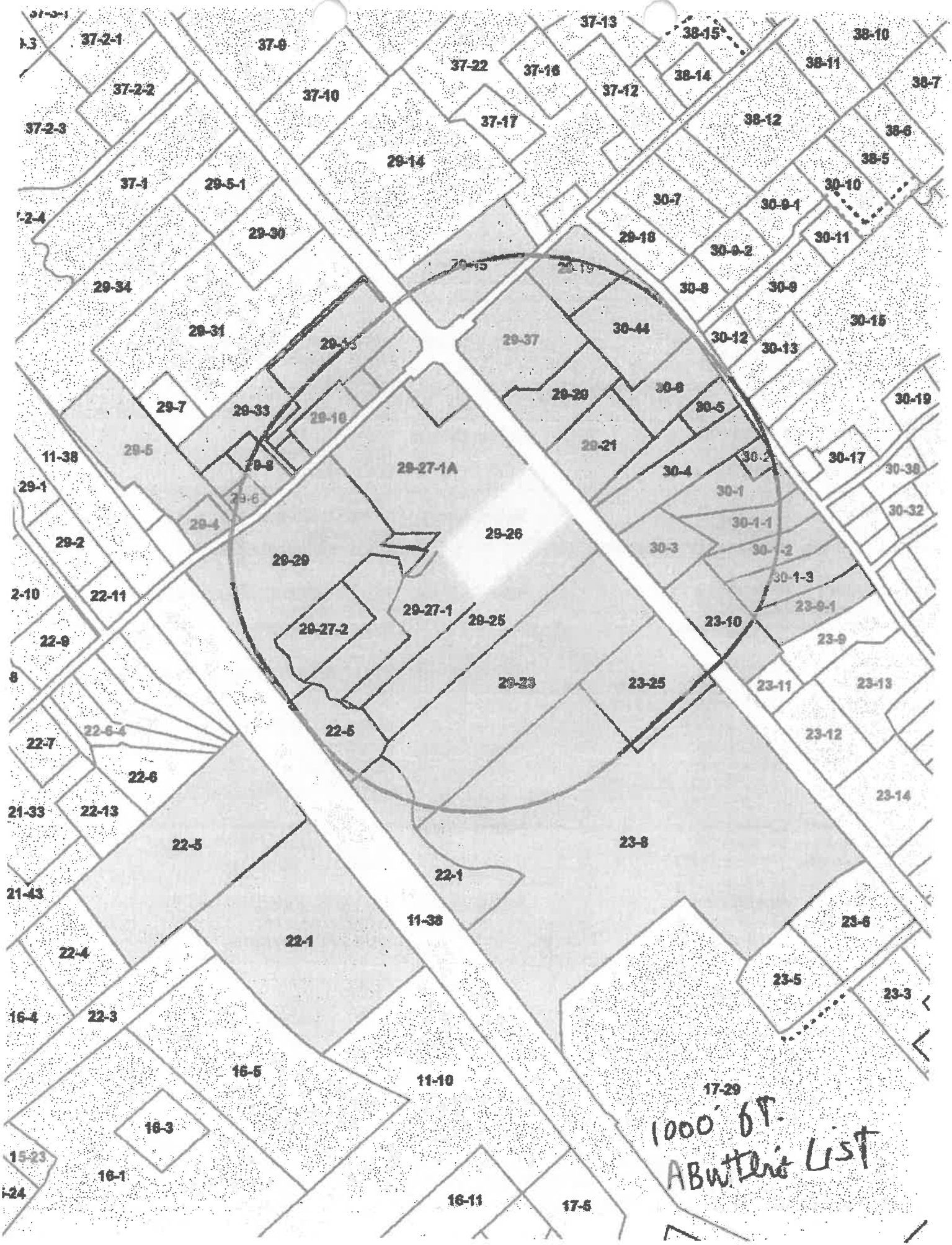
CAI Technologies

www.cai-tech.com

5/12/2020

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

Page 2 of 2



1000' OF
ABUTTING LIST



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 022-001-000
CAMA Number: 022-001-000
Property Address: BEECH RD

Mailing Address: LEAVITT, ROBERTA IRREVOCABLE
TRUST JEANETTE K LASORSA
TRUSTEE
1172 STATE RD
ELIOT, ME 03903

Parcel Number: 022-005-000
CAMA Number: 022-005-000
Property Address: BEECH RD

Mailing Address: HERBOLD, SETH
13 BITTERSWEET LN
ELIOT, ME 03903

Parcel Number: 023-008-000
CAMA Number: 023-008-000
Property Address: 135 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM A
PO BOX 242
ELIOT, ME 03903

Parcel Number: 023-009-001
CAMA Number: 023-009-001
Property Address: 211 HANSCOM RD

Mailing Address: WILLIS, DAVID R WILLIS, ANNE M
211 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 023-010-000
CAMA Number: 023-010-000
Property Address: 126 HAROLD L DOW HWY

Mailing Address: POLLARD, JOHN ERIC ARCHER, CARL
LEONARD
PO BOX 81
ELIOT, ME 03903

Parcel Number: 023-025-000
CAMA Number: 023-025-000
Property Address: 143 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM
PO BOX 242
ELIOT, ME 03903

Parcel Number: 029-004-000
CAMA Number: 029-004-000
Property Address: 147 BEECH RD

Mailing Address: BOUCHARD, H O INC
349 COLD BROOK RD
HAMPDEN, ME 04444

Parcel Number: 029-005-000
CAMA Number: 029-005-000
Property Address: 149 BEECH RD

Mailing Address: POLLARD, JOHN E
726 NEW DAM RD
SANFORD, ME 04073

Parcel Number: 029-006-000
CAMA Number: 029-006-000
Property Address: 155 BEECH RD

Mailing Address: BURT, WILLIAM A
155 BEECH RD
ELIOT, ME 03903

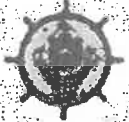


www.cai-tech.com

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

5/12/2020

Page 1 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-008-000 CAMA Number: 029-008-000 Property Address: 163 BEECH RD	Mailing Address: WEBBER, DONALD JR 163 BEECH RD ELIOT, ME 03903
Parcel Number: 029-009-000 CAMA Number: 029-009-000 Property Address: 167 BEECH RD	Mailing Address: WIDI, LOIS A 34 SANDY HILL LN ELIOT, ME 03903
Parcel Number: 029-010-000 CAMA Number: 029-010-000 Property Address: 173 BEECH RD	Mailing Address: WILBER, MATTHEW C 173 BEECH RD ELIOT, ME 03903
Parcel Number: 029-011-000 CAMA Number: 029-011-000 Property Address: 185 BEECH RD	Mailing Address: DASHTI-GIBSON, JALEH M DASHTI- GIBSON, TRISTRAM 185 BEECH RD ELIOT, ME 03903
Parcel Number: 029-012-000 CAMA Number: 029-012-000 Property Address: 191 BEECH RD	Mailing Address: ROHANI, NASSER ROHANI, PARIVASH 550 AUBURN ST PORTLAND, ME 04103
Parcel Number: 029-013-000 CAMA Number: 029-013-000 Property Address: 10 GALWAY LN	Mailing Address: DENAULT, ANTHONY C DENAULT, MICHELLE K 10 GALWAY LN ELIOT, ME 03903
Parcel Number: 029-015-000 CAMA Number: 029-015-000 Property Address: 213 BEECH RD	Mailing Address: LOCKART, GARY W LOCKART, LINDA J 213 BEECH RD ELIOT, ME 03903
Parcel Number: 029-019-000 CAMA Number: 029-019-000 Property Address: 230 BEECH RD	Mailing Address: GRANITE STATE PIONEER LLC PO BOX 4201 PORTSMOUTH, NH 03802
Parcel Number: 029-020-000 CAMA Number: 029-020-000 Property Address: 178 HAROLD L DOW HWY	Mailing Address: PATHFINDER BUSINESS OFFICES LLC 33 CREEKVIEW DR ELIOT, ME 03903
Parcel Number: 029-021-000 CAMA Number: 029-021-000 Property Address: 162 HAROLD L DOW HWY	Mailing Address: IRVING OIL LIMITED ATTN: CORPORATE REAL ESTATE PO BOX 868 CALAIS, ME 04619
Parcel Number: 029-022-000 CAMA Number: 029-022-000 Property Address: 160 HAROLD L DOW HWY	Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA J PO BOX 482 ELIOT, ME 03903
Parcel Number: 029-023-000 CAMA Number: 029-023-000 Property Address: 153 HAROLD L DOW HWY	Mailing Address: LAWRENCE, DAVID 21 LYNCH LN KITTERY, ME 03904

CAI Technologies

www.cai-tech.com

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

5/12/2020

Page 2 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-025-000
CAMA Number: 029-025-000
Property Address: 155 HAROLD L DOW HWY

Mailing Address: LETELLIER, MATTHEW HRS OR DEVS
C/O ELIOT DONUTS LLC
369 LAFAYETTE ST
HAMPTON, NH 03842

Parcel Number: 029-027-001
CAMA Number: 029-027-001
Property Address: 33 LEVESQUE DR

Mailing Address: M H PARSONS & SONS LUMBER CO
WOODBIDGE RD
YORK, ME 03909

Parcel Number: 029-027-002
CAMA Number: 029-027-002
Property Address: 38 LEVESQUE DR

Mailing Address: ELIOT COMMONS SENIOR HOUSING
LLC
470 FORE ST STE 400
PORTLAND, ME 04101

Parcel Number: 029-027-01A
CAMA Number: 029-027-01A
Property Address: 28 LEVESQUE DR

Mailing Address: SEA DOG REALTY LLC
86 NEWBURY ST
PORTLAND, ME 04101

Parcel Number: 029-027-01B
CAMA Number: 029-027-01B
Property Address: 28 LEVESQUE DR #2

Mailing Address: CUMBERLAND FARMS INC ATTN TAX
DEPT
185 FLANDERS RD
WESTBOROUGH, MA 01581

Parcel Number: 029-029-000
CAMA Number: 029-029-000
Property Address: 150 BEECH RD

Mailing Address: YORK/CUMBERLAND MGMT CORP
BARON PLACE
LABRECQUE PROPERTY MANAGEMENT
PO BOX 460
SEBATTUS, ME 04280-0460

Parcel Number: 029-033-000
CAMA Number: 029-033-000
Property Address: 11 GALWAY LN

Mailing Address: CANTRELL, PETER B CANTRELL,
ANNETTE M
11 GALWAY LN
ELIOT, ME 03903

Parcel Number: 029-037-000
CAMA Number: 029-037-000
Property Address: 220 BEECH RD

Mailing Address: PRIME STORAGE ELIOT LLC
PO BOX 480
SARATOGA SPRINGS, NY 12866

Parcel Number: 029-038-000
CAMA Number: 029-038-000
Property Address: BEECH RD

Mailing Address: SMALL, CHRISTOPHER M
149 DEPOT RD
ELIOT, ME 03903

Parcel Number: 030-001-000
CAMA Number: 030-001-000
Property Address: 235 HANSCOM RD

Mailing Address: GREEN, JONATHAN B GREEN, BRENDA
235 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-001-001
CAMA Number: 030-001-001
Property Address: 229 HANSCOM RD

Mailing Address: DODGE, SHIRLEY G
229 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-001-002
CAMA Number: 030-001-002
Property Address: 223 HANSCOM RD

Mailing Address: POLLOCK, CRAIG S
223 HANSCOM RD
ELIOT, ME 03903



www.cai-tech.com

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

5/12/2020

Page 3 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 030-001-003 CAMA Number: 030-001-003 Property Address: 217 HANSCOM RD	Mailing Address: DUFFY, JOHN R DUFFY, FLORA M 217 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-002-000 CAMA Number: 030-002-000 Property Address: 239 HANSCOM RD	Mailing Address: LEWIS, KENNETH E 113 BEECH RIDGE RD YORK, ME 03909-5362
Parcel Number: 030-003-000 CAMA Number: 030-003-000 Property Address: 150 HAROLD L DOW HWY	Mailing Address: SHAPLEIGH, NANCY E 28 SANDY HILL LN ELIOT, ME 03903
Parcel Number: 030-004-000 CAMA Number: 030-004-000 Property Address: 247 HANSCOM RD	Mailing Address: WILLIAMS, MICHAEL T WILLIAMS, AMANDA M 247 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-005-000 CAMA Number: 030-005-000 Property Address: 255 HANSCOM RD	Mailing Address: VAN DISSEL, RONALD J REVOCABLE TRUST RONALD J VAN DISSEL TRUSTEE 255 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-006-000 CAMA Number: 030-006-000 Property Address: 263 HANSCOM RD	Mailing Address: WALLNER, CHRISTINE M 263 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-044-000 CAMA Number: 030-044-000 Property Address: 281 HANSCOM RD	Mailing Address: GARUFO, GIAN 9684 W69TH WAY WESTMINSTER, CO 80021

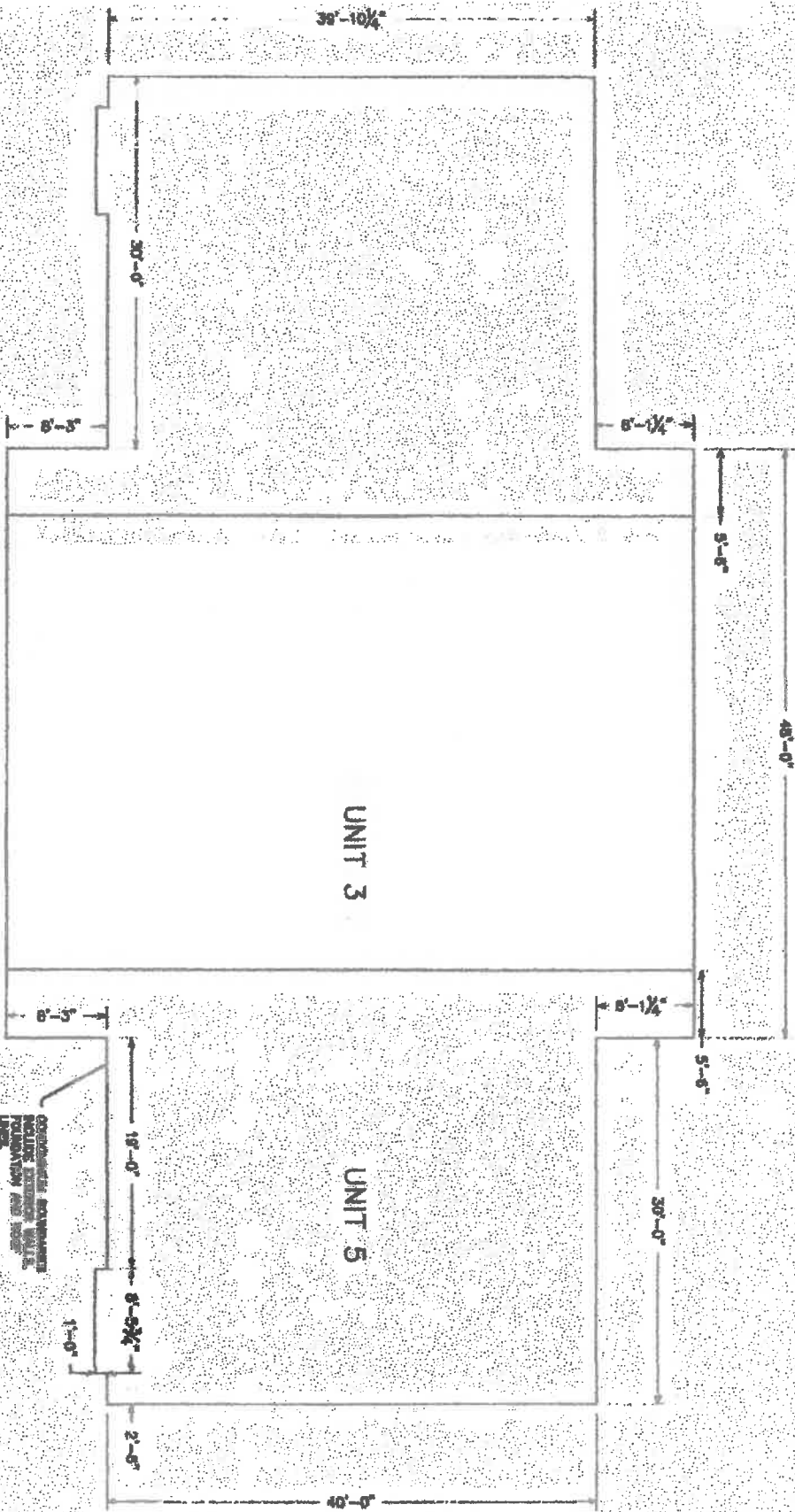


www.cai-tech.com

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

5/12/2020

Page 4 of 4



UNITS 3 AND 5 LAYOUT

THIS PLAN IS FOR THE PROPOSED CONDOMINIUM PLAT FOR ELIOT COMMONS PROFESSIONAL PARK AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

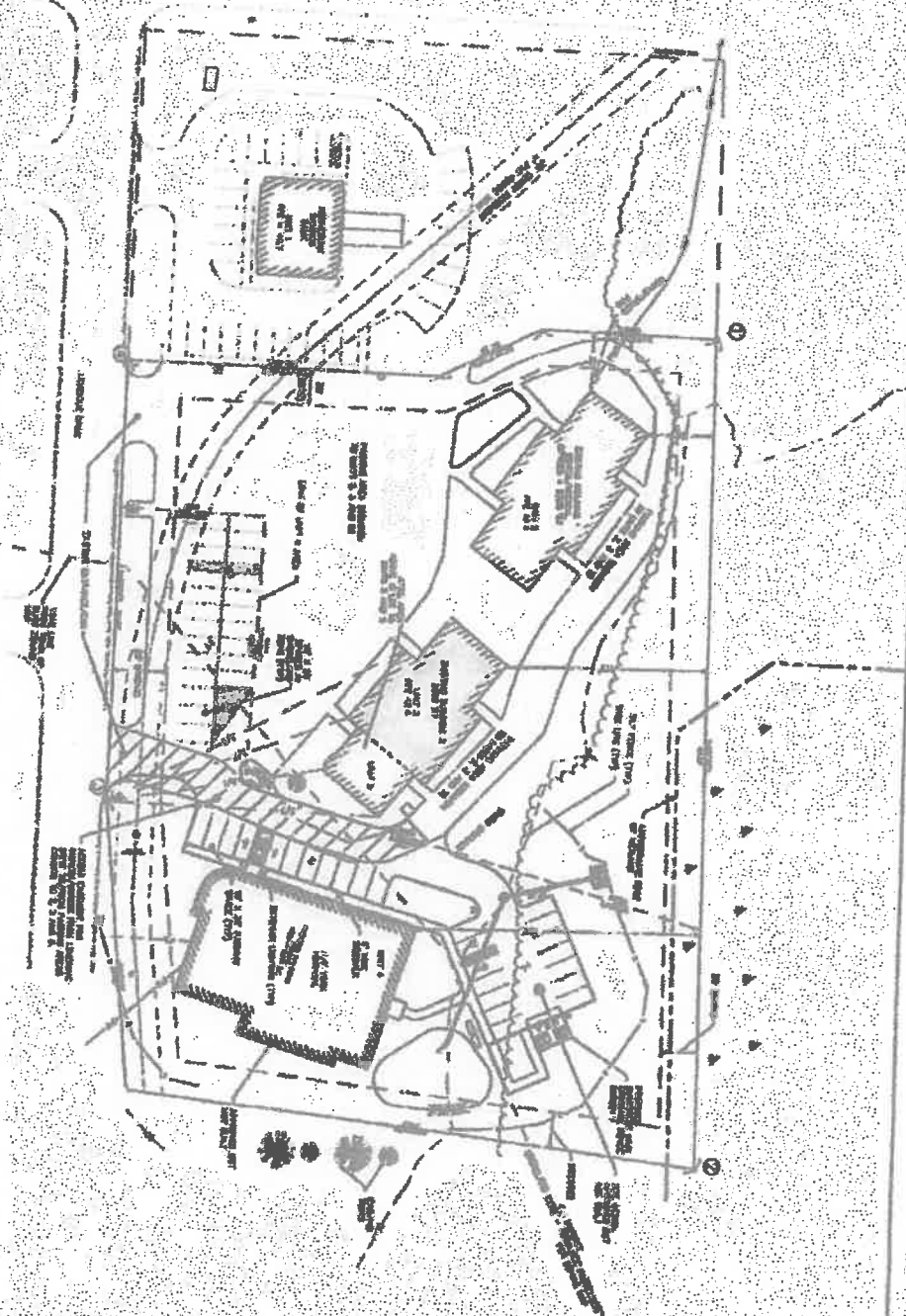
UNIT	NO.	AREA	REMARKS
1	1	1,000	1,000
2	2	1,000	1,000
3	3	1,000	1,000
4	4	1,000	1,000
5	5	1,000	1,000

LEGEND	
—	Property Boundary
—	Proposed Building Footprint
—	Proposed Driveway
—	Proposed Parking Space
—	Proposed Walkway
—	Proposed Landscaping
—	Proposed Utility Lines
—	Proposed Stormwater Management
—	Proposed Accessory Building
—	Proposed Pool
—	Proposed Tennis Court
—	Proposed Basketball Court
—	Proposed Soccer Field
—	Proposed Golf Course
—	Proposed Other Amenities



DOW HIGHWAY (ROUTE 238)

ELIOT COMMONS



REFERENCES

1. Survey of the Property, dated 10/10/00, by the Surveyor General of the State of New Jersey.
2. Plat of the Property, dated 10/10/00, by the Surveyor General of the State of New Jersey.
3. Plat of the Property, dated 10/10/00, by the Surveyor General of the State of New Jersey.

INDEX OF SHEETS

SHEET 1 - CONDOMINIUM PLAN
SHEET 2 - CONDOMINIUM PLAN
SHEET 3 - CONDOMINIUM PLAN

GENERAL NOTES

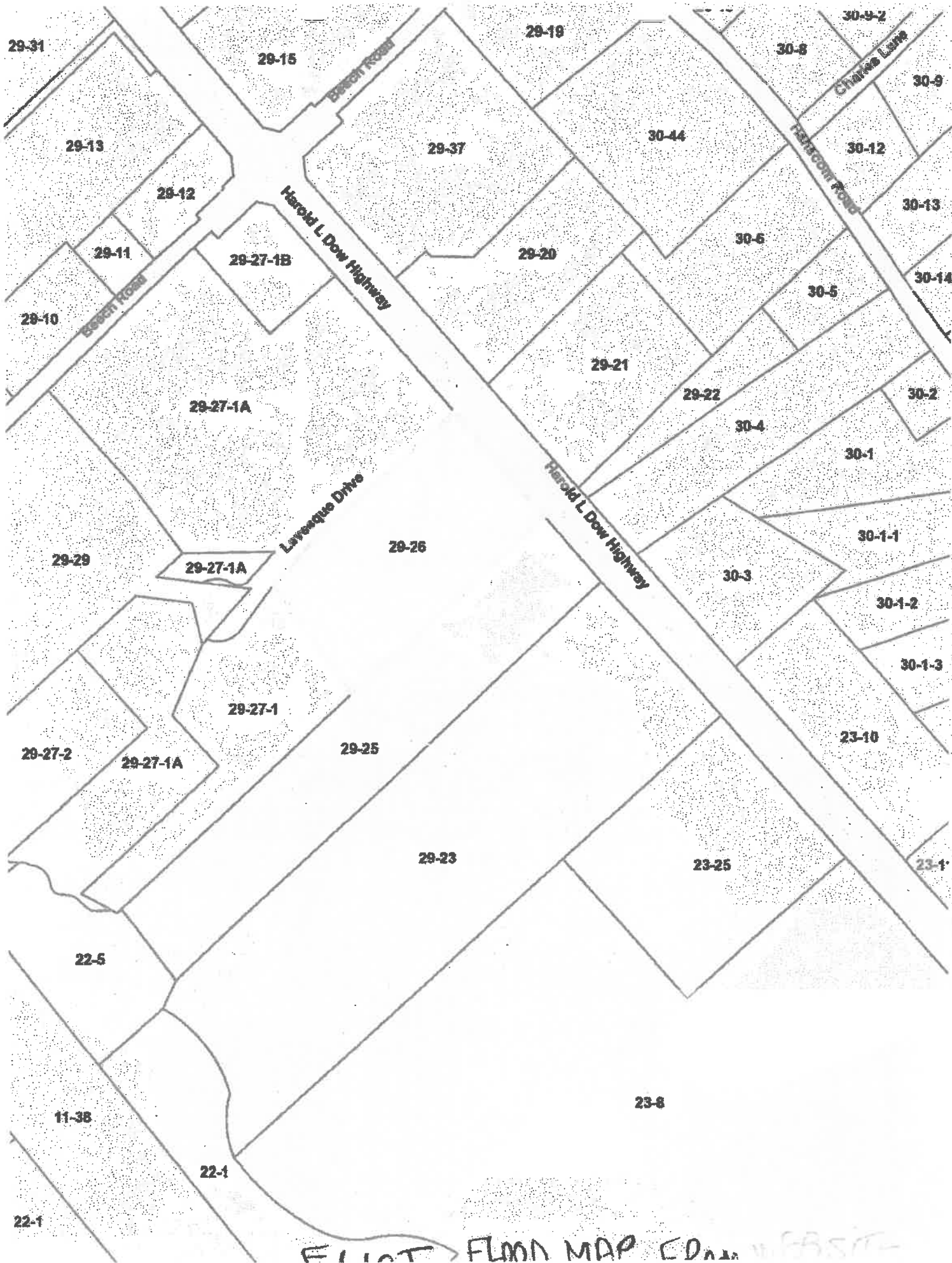
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.



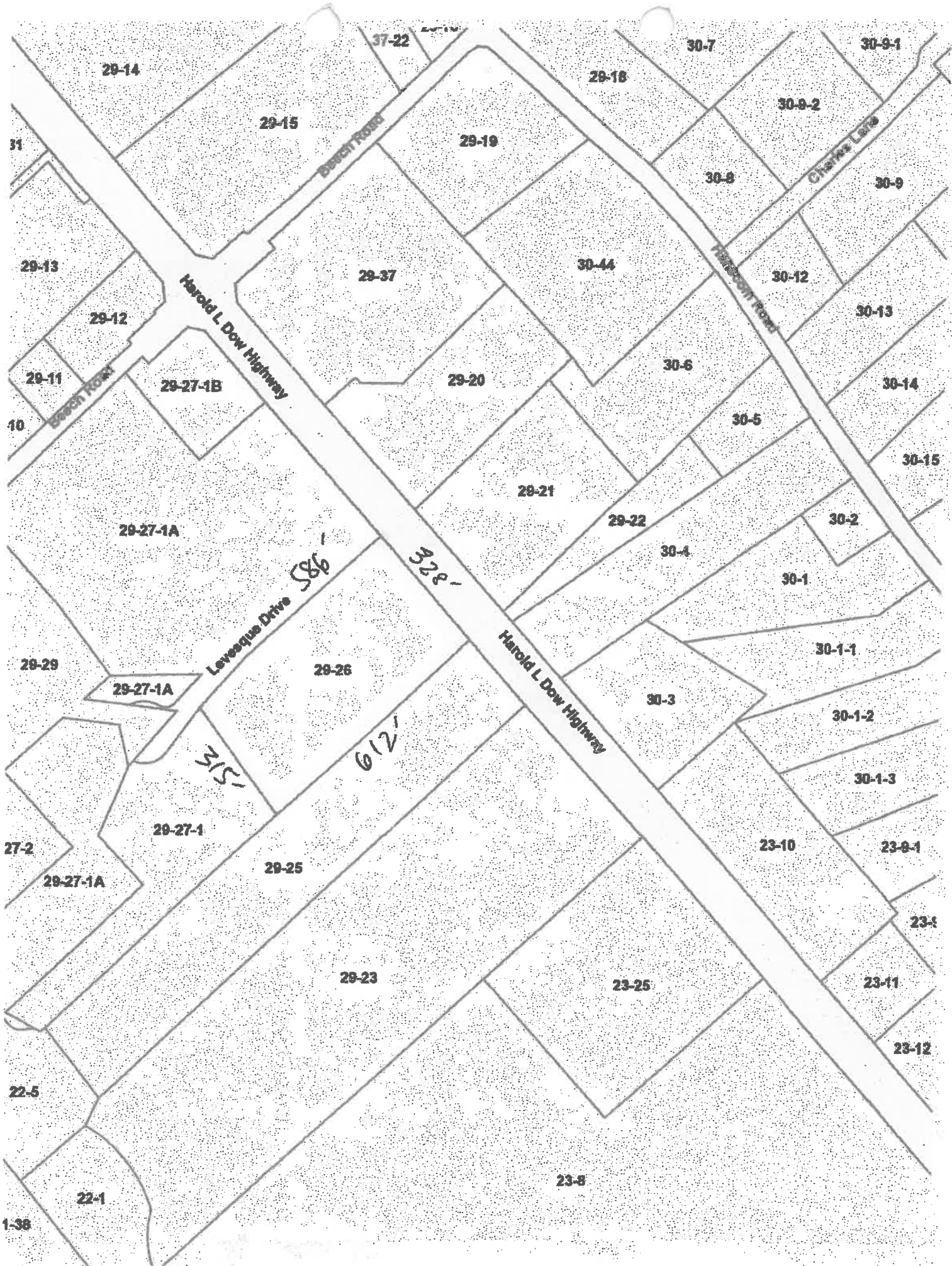
CONDOMINIUM PLAN
ELIOT COMMONS PROFESSIONAL PARK
LEVENQUE DRIVE, ELIOT, MAINE
ELIOT COMMONS PROFESSIONAL PARK
ELIOT, MAINE 04022

ALIVE ENGINEERING, INC.
100 NORTH BROAD STREET, SUITE 200
PORTLAND, MAINE 04101
TEL: 603.753.2222
WWW.ALIVEENGINEERING.COM

DATE: 10/10/00
BY: [Signature]



PLAT FLOOR MAP ED. 11/18/51



PB20-9

Received via email 5/20/20

Note: For part of the PB Application. Will be forwarded to Administrative Assistant for the Select Board review once land use requirements are met.



CATLAB, LLC

Testing Facility Application

Table of Contents

Application Form.....	2
Aerial, 74 Parking Spots.....	10
Articles of Incorporation.....	11
CATLAB Operating Plan.....	45
Building Layout Floorplan....	53
Property Map, Abutments...	70
Site Plan.....	82
Drivers License.....	83

Application Received Date: _____ Application Complete Date: _____

Application Number: _____ (Office Use)

TOWN OF ELIOT
Adult Use Marijuana Stores, Cultivation Facilities, Manufacturing Facilities,
and Testing Facilities Application

Check the Classification of the Adult Use Marijuana Business:

Marijuana Store Cultivation Facility Manufacturing Facility Testing Facility

Check the Classification of the Medical Marijuana Business:

Marijuana Store Cultivation Facility Manufacturing Facility Testing Facility

REGULAR APPLICATION FEE: \$1,500 **EXCHANGE/CONVERSION APPLICATION FEE: \$750**

Note: If constructing a new building, contact the Code Enforcement Office.

Note: Marijuana Stores, Cultivation Facilities, Manufacturing Facilities, and Testing facilities are restricted to certain areas under the Table of Uses in the Town's Zoning Ordinance and are subject to specific setbacks in the Town's Adult Use and Medical Marijuana Stores, Cultivation Facilities, Manufacturing Facilities, and Testing Facilities Ordinance. You must check with the Town's Planning Office for this information before filing an application for a permit/license.

Note: All applicants for any Adult Use Marijuana Business permit/license (except Adult Use Marijuana Testing Facilities) are required to have lived in Maine and paid taxes in Maine for a period of not less than four (4) years immediately preceding the date of application per 28-B M.R.S. c. 1. (This requirement expires on June 1, 2021).

Note: Each Marijuana License issued shall be effective for one year from the date of Issuance

Note: Renewal applications must be submitted at least 30 days prior to the date of expiration of the annual Local Marijuana License. An application for the renewal of an expired License shall be treated as a new License application.

Map and Lot of Subject Property: Map 29 Lot 26 Zone: C/I

Physical Address of Subject Property: 17 LEVESQUE DR. UNIT 3 ELIOT MAINE

If an applicant is a corporation, partnership, or limited liability company, every officer, director, and/or managing partner must be a person who is a resident, and a majority of the shares, partnership interests, membership interests, and/or other equity interests must be held or owned by persons who are residents. This residency requirement does not apply to applicants for testing facility licenses.

Corporation Partnership Limited Liability Company

Name of Business (For additional individual(s), attach sheet listing name(s) with the following information):

CATLAB, LLC

Mailing Address: 17 LEVESQUE DR. ELIOT ME 03903

Telephone: 603 9666791 Email Address: JOY@CATLAB/LLC.COM

Federal Tax Identification Number:

84-5173807

Attach a photo copy of a recent Passport, Drivers License or State ID for all applicant(s)

Has the applicant or any officer, partner, director, stockholder, or member of the applicant ever been convicted of a felony in a federal, State, or other court? Yes No If Yes, please provide the following:

Name and Location of Court	Charge Convicted of	Sentence	Date of Sentencing	Last Date of Incarceration/Parole/Probation

Has the applicant been denied an application for an adult use or a medical marijuana license by another jurisdiction?

Yes No If yes, explain on a separate sheet.

Has the applicant had an adult use or a medical marijuana license suspended or revoked by another jurisdiction?

Yes No If yes, explain on a separate sheet.

Has any establishment in which an applicant has had an influential interest in the last five years been subject to either of the following (please check if either apply and include a statement):

- Been declared by a court of law to be a nuisance
- Been subject to a court order of closure

Applicant (s) Full Legal Name: (Attach notarized statement designating agent(s) if applicable)

GUY SYLVESTER

Mailing Address: 16 HOMESTEAD Ln BREATHWOOD NH 03833

Physical Address: 16 HOMESTEAD Ln BREATHWOOD NH 03833

Telephone: 603 966-6791 Email Address: GUY50@CATLAB11C.COM

State Maine Driver's License: Verified Applicant is at least 21 year of age

Date of Birth: 5/12/1956 Social Security Number: 568-88-2234

Name of Property Owner (If different than applicant):

ELIOT COMMONS PROFESSIONAL PARK

Mailing Address: 6 JUNIPER POINT KITTERY, ME 03904

Telephone: 207-641-7896 Email Address: RHKLINEMA@COMCAST.NET

Attach copy of lease of subject property

X Robert H King X ROBERT H KING X 5/16/20
Property Owner Signature Property Owner Printed Name Date

Do swear/affirm under penalty of law that you are the designated agent and have permission to execute this application.

Agents Signature: _____

State of Maine, County of York

Name of Notary: _____

Notary Public State of Maine

Signature of Notary: _____ My Commission Expires: _____

Attach copy of all current State Marijuana License(s) if any.

If a State of Maine application for a Medical Marijuana Business and/or Adult Use Marijuana Business has been filed, but has not yet been granted, attach complete copies. Date(s) filed: _____

Is the applicant proposing to surrender their Medical Marijuana Business license and entirely convert to an Adult Use Marijuana Business on their currently licensed premises? Yes No

If Yes, attach proof of surrendered license.

NOTE: That Adult Use and Medical Marijuana businesses cannot be co-located in the same store. Co-location with cultivation and manufacturing facilities is allowed with restrictions per 28-B M.R.S. §501.

If not included in the Applicant's state License Application please attach the following:

Attested copies of the articles of incorporation and bylaws if the Applicant is a corporation, operating agreement if the Applicant is a limited liability company, evidence of partnership if the Applicant is a partnership, or articles of association and bylaws if the Applicant is an association.

An affidavit that identifies all owners, officers, members, managers, or partners of the Applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years.

A release authorized by 16 M.R.S.A. §620 (6), as may be amended, with the application for each Applicant and for each officer, owner, member, manager, or partner of the Applicant seeking a Local License.

Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of 28-B M.R.S. c. 1? Yes No

If Yes, attach evidence that a Medical Marijuana Business had commenced on the property prior to December 31, 2016.

Is the proposed Adult Use Marijuana Business is within 1,000 feet of a public or preexisting private school, and/or within 500 feet of a college, daycare, hospital, religious institution, designated recreation area for children up to 18 years in age, or municipal "safe zone" per 30-A M.R.S. §3253? Yes No

Attach a Description of Plan for developing and operating an Adult Use Marijuana Store, Cultivation Facility, Manufacturing Facility, or Testing Facility.

Anticipated date for project commencement: June 2020 Anticipated date for project completion: SEPT 2020

Attach a sketch showing the subject premises, including building footprint, interior layout with floor space to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.

Attach a copy of a Town Tax Map depicting the subject's property lines and any structures containing existing Marijuana Businesses within 1,000 feet of the subject property; the property lines of any public or preexisting private school within 1,000 of the subject's property lines; and the property lines of any established college, daycare, hospital, religious institution, designated recreational area for children up to 18 years, or municipal "safe zone" per 30-A M.R.S. §3253 within 500 feet of the subject's property lines.

State the estimated average number of vehicles per day anticipated on or using the site: (Include owner(s), employee(s), landlord(s), contractor(s), and staff). 7-9

State the number of parking spaces planned for the site: 74 (see attached aerial site map)

Note: The nominal parking dimension is 9'x18'. For more information regarding accessible parking standards, contact the Town's Planning Dept. at 439-1813.

Describe method of sewage disposal for proposed site: PUBLIC SEWER

Describe method of water supply to proposed site: PUBLIC WATER

Are there additional federal, State or local permits or approvals required? Yes No
 If yes, please list: OMP Conditional License (MAINE)

State the hours and days of operation: (Note: Maximum open hours are between 9 AM to 9 PM)

Sun _____ Mon 8AM-6PM Tues 8AM-6PM Wed 8AM-6PM Thu 8AM-6PM Fri 8AM-6PM Sat _____

List below the names and addresses of the owners of abutting property and those with property on the opposite side of the street or public way. (Attach a separate sheet if necessary)

Name	Address	Map/Lot
<u>SEE ATTACHED</u>	<u>1000 + 500 ABUTT LISTS</u>	

FOR MARIJUANA STORES ONLY:

Describe how you will ensure that the Marijuana Store will not sell, give, distribute, or deliver marijuana or marijuana products to persons who are under the age of twenty-one (21), or to persons who appear to be under the influence of an alcohol, inhalants, or other controlled substance: (Please check if additional sheets are attached)

Describe how marijuana and marijuana products at the Marijuana Store will be displayed and sold: (Please check if additional sheets are attached)

Attach samples of the logo and labeling that will be used in the store, and the sign to be attached to the store.

Attach the Security Plan for this location. (Include location of Knox Box)

Attach the Odor Control Plan for this location.

The Planning Office shall notify the following Department Heads for input including but not limited to adequate traffic safety and emergency vehicle access (please include internal comment sheet):

- Fire Rescue Chief
- Police Chief
- Director of Public Works

The Planning Office shall notify the Town Manager for their review and any recommendations.

The Planning Officer, in conjunction with the Code Enforcement Office, shall submit a letter regarding whether the applicant is in violation of any Town land use ordinance on the subject parcel. They shall also notify all abutting property owners through certified mail (please include list of names and certified mailing tracking numbers)

Evidence of all land use approvals conditional land use approvals or other local approvals required to operate a marijuana establishment pursuant to Eliot's code of Ordinance, including, but not limited to the following, please check all which are attached:

- Approved Building Permit
- Special exception approval
- Planning Board Notice of Decision
- Certificate of Occupancy
- Food License

Other ELECTRICAL + VENTILATION IMPROVEMENTS

Notes reserved for office staff only:

Upon Planning Board approval, the application shall be forwarded to the Select Board for a Public Hearing for consideration of approval of a permit/license. All advertising fees for the public hearing will be invoiced to the applicant.

Annual Permit/License Fees (Payable annually upon Board of Selectmen permit/license issuance):

- Marijuana Store: \$7,500
- Marijuana Cultivation:
 - Tier I Cultivation: Up to 30 mature plants \$1,500
 - Tier II Cultivation: 501-2,000 SF of mature plant canopy: \$3,500
 - Tier III Cultivation: 2,001-7,000 SF of mature plant canopy: \$7,500
 - Tier IV Cultivation: 7,001-20,000 SF of mature plant canopy: \$15,000
 - Nursery Cultivation: Cultivation of not more than 1,000 SF of plant canopy per 28-B M.R.S. §501.3 \$2,000
- Marijuana Manufacturing Facility: \$5,000
- Marijuana Testing Facility: \$500

Note: The cost of advertising public hearing notices and the cost of postage for notifying abutters is included in the application fee.

Only sign next to the following statement if you are applying for a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Products Manufacturing Facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Testing Facility license.

Applicant Signature

Applicant Printed Name

Date

Only sign the following statement if you are applying for a Marijuana Testing Facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.


Applicant Signature

Guy Sylvester
Applicant Printed Name

MAY 2020
Date

By operating an adult use marijuana business pursuant to a conditional use permit issued by the Eliot Planning Board, and an annual Town of Eliot Adult Use Marijuana municipal license issued by the Municipal Officers, a permit holder releases the Town of Eliot, its officers, elected and appointed officials, employees, attorneys and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of the licensee or permit holder, its owners, operators, employees, clients or customers for a violation of any state or federal law, rule or regulations related to marijuana, or from forced closure of the licensed premises because the Maine Adult Use Marijuana Legalization Act M.R.S.A. Title 28-B is found to be invalid under any applicable law, including but not limited to Federal law. As part of the conditional use permit application and the Town of Eliot Adult Use Marijuana municipal license application for an adult use marijuana facility in the Town of Eliot, an applicant shall sign and submit a waiver that states the following:

1. By applying for and accepting a Conditional Use Permit issued by the Eliot Planning Board, and an annual Town of Eliot Adult Use Marijuana municipal license issued by the Municipal Officers, the permit holder waives and releases the Town of Eliot, its officers, elected and appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of business owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.
2. By applying for and accepting a Conditional Use Permit, and an annual Town of Eliot Adult Use Marijuana municipal license all permit holders, jointly and severally if more than one agree to indemnify, defend, and hold harmless the Town of Eliot, its officers, elected and appointed officials, employees, attorneys and agents against all liability, claims and demands on account of any injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the adult use marijuana business that is subject of the conditional use permit and an annual Town of Eliot adult use marijuana municipal license.



Signature of Applicant



Applicant Printed Name

Select Board Approval Date: _____

Richard Donhauser, Chairman _____

Philip Lytle, Vice Chairman _____

Robert McPherson, Select Board _____

Alex Orestis, Select Board _____

Vacant, Board Member _____

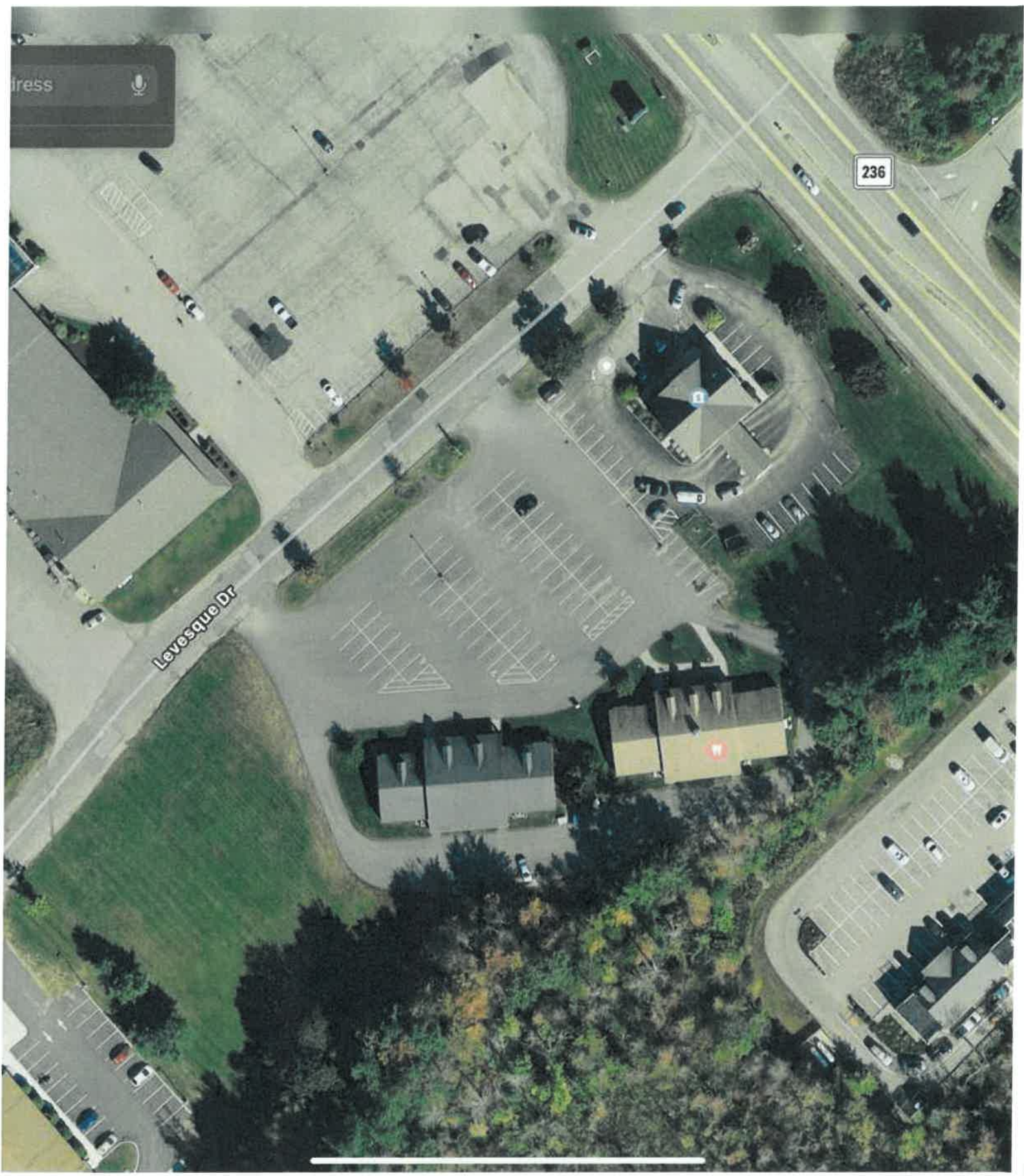
Must be approved/signed by the majority of the Select Board for approval

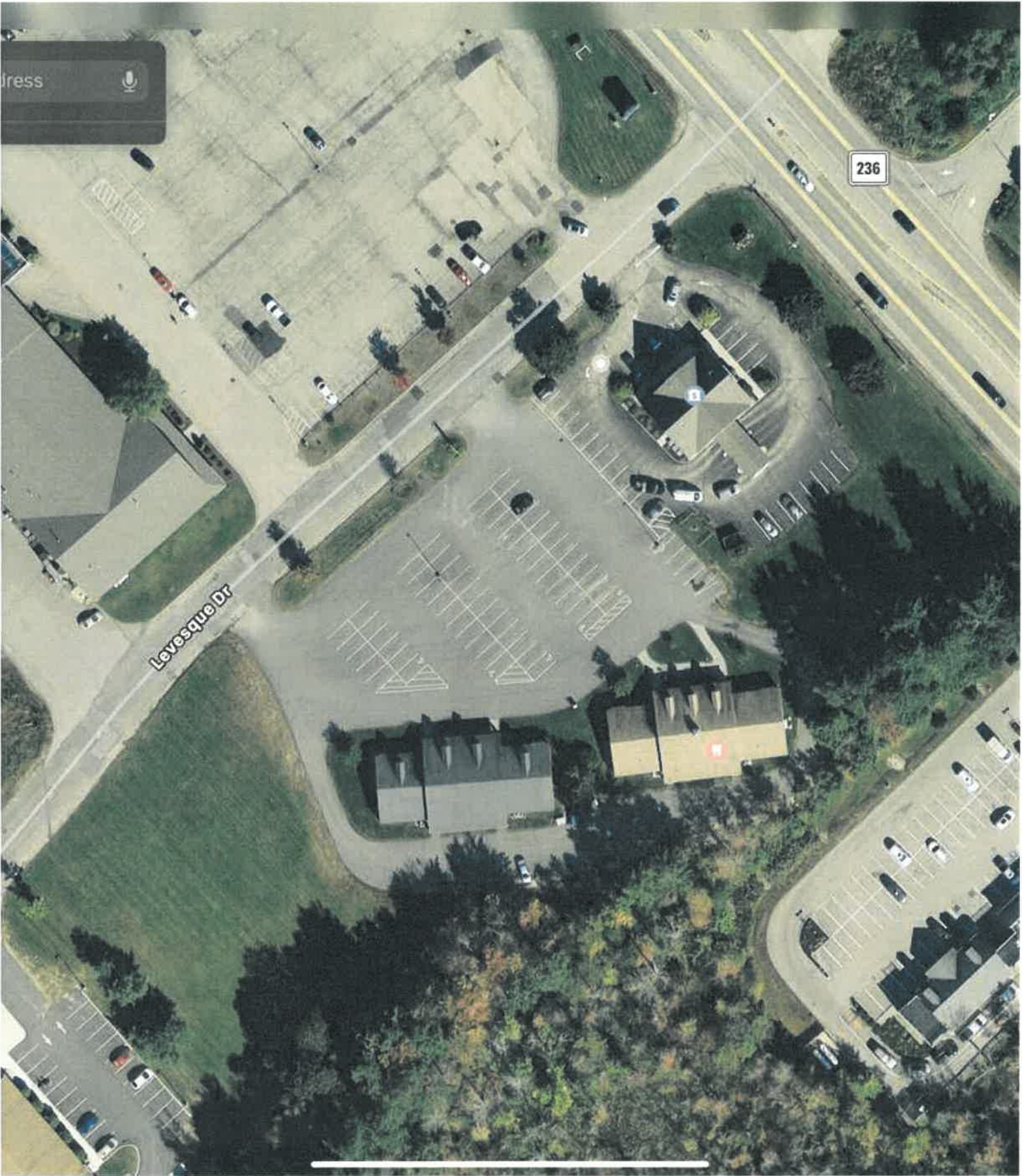
Address



236

Levesque Dr







CATLAB, LLC

Limited Liability Company Agreement of CATLAB, LLC

April, 2020



CATLAB, LLC

Table of Contents

Article 1	DEFINITIONS	3
Article 2	FORMATION	9
Article 3	NATURE OF BUSINESS.....	10
Article 4	ACCOUNTING AND RECORDS	11
Article 5	NAMES & ADDRESSES OF MEMBERS	13
Article 6	RIGHTS AND DUTIES OF MEMBERS	13
Article 7	MANAGERS	16
Article 8	CONTRIBUTIONS AND CAPITAL ACCOUNTS.....	19
Article 9	ALLOCATIONS AND DISTRIBUTIONS	22
Article 10	TAXES	24
Article 11	DISPOSITION OF MEMBERSHIP INTERESTS.....	25
Article 12	DISSOCIATION OF A MEMBER	27
Article 13	ADMISSIONS OF ASSIGNEES & ADDITIONAL MEMBERS.....	28
Article 14	DISSOLUTION AND WINDING UP	29
Article 15	AMENDMENTS.....	31
Article 16	MISCELLANEOUS PROVISIONS	31
	WITNESS STATEMENT	33
	EXHIBIT A AGREEMENT	34



CATLAB, LLC

Limited Liability Company Agreement of CATLAB, LLC

This Limited Liability Company Agreement of CATLAB, LLC (the "Agreement"), a limited liability company organized pursuant to the MAINE Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company, Guy Sylvester (the "Member").

Article 1

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

Act: MAINE Limited Liability Company Act, MAINE, and all amendments to the Act.

Additional Member: A Member who has acquired a Membership Interest from the Company other than an Initial Member.

Admission Agreement: The Agreement between an Additional Member and the Company described in Article 13.

Agreement: This Limited Liability Company Agreement including all Admission Agreements and amendments adopted in accordance with the Agreement and the Act.

Assignee: A transferee of a Membership Interest who has not been admitted as a Member.

Bankruptcy of a Member: A Member who, or in the case of a Member that is a revocable trust, a Member whose grantor: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, or (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

Business Day: Any day other than Saturday, Sunday or any legal holiday observed in MAINE.

Capital Account: The account maintained for a Member or Assignee determined in accordance with Article 8.

Capital Contribution: Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.



CATLAB, LLC

Certificate of Formation: The Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of the State of MAINE.

Certificate of Membership Interest: A certificate that is issued to a Member or an Assignee which reflects such Member's or Assignee's Membership Interest in the Company.

Code: The Internal Revenue Code of 1986 as amended from time to time.

Commitment: The Capital Contributions that a Member or Assignee is obligated to make.

Company: CATLAB, LLC', a limited liability company formed under the laws of MAINE, and any successor limited liability company.

Company Liability: Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

Company Minimum Gain: An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary in this Agreement, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with § 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors' in interest) up to that time and the distributions made to that Member (and to that Member's predecessors' in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors in interest) aggregate share of the net decreases in Company Minimum Gain



CATLAB, LLC

plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

Company Nonrecourse Liability: A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in § 1.752-2 of the Regulations) with respect to the liability.

Company Property: Any Property owned by the Company.

Contributing Members: Those Members making contributions as a result of the failure of a Delinquent Member to make the contributions required by the Commitment as described in Article 8.

Default Interest Rate: The higher of the legal rate or the then current prime rate quoted by Fleet Bank or its successor plus three percent.

Delinquent Member: A Member or Assignee who has failed to meet the Commitment of that Member or Assignee.

Distribution: A transfer of Property to a Member on account of a Membership Interest as described in Article 9.

Disposition (Dispose): Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law), but does not include a transfer of a Membership Interest to the Company upon the withdrawal of a Member from the Company.

Dissociating/Dissociated Member: Any Member who has suffered an event of Dissociation.

Dissociation: Any action which causes a Person to cease to be Member as described in Article 12 hereof.

Dissolution Event: An event, the occurrence of which will result in the dissolution of the Company under Article 14 unless the Members agree to the contrary.

Effective Date: Shall be as defined in Section 2.4.

Immediate Family: An individual's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

Initial Capital Contribution: The Capital Contribution agreed to be made by the Initial Members or Additional Members as described in Article 8.

Initial Members: Those persons identified on Exhibit A to this Agreement who have executed the Agreement.



CATLAB, LLC

Majority or Majority Vote of the Managers: The affirmative vote or consent of the Managers described as a "Majority or Majority Vote of the Managers" in Article 7 hereof.

Majority or Majority Vote of the Members: The affirmative vote or consent of Members described as a "Majority or Majority Vote of the Members" in Article 6 hereof.

Management Right: The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company.

Managers: The Person or Persons selected in accordance with Article 7 to manage the affairs of the Company.

Member: An Initial Member or Additional Member admitted as a Member, and, unless the context expressly indicates to the contrary, includes Assignees.

Member Minimum Gain: An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with § 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

Member Nonrecourse Liability: Any Company Liability to the extent the liability is nonrecourse under MAINE law, and as to which a Member or Related Person bears the economic risk of loss under § 752 of the Code and corresponding Regulations because, for example, the Member or Related Person is the creditor or a guarantor.

Membership Interest: The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or



CATLAB, LLC

otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company, expressed as a percentage assigned to each Member as set forth on Exhibit A.

Money: Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

Net Losses: The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

Net Profits: The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

Nonrecourse Liabilities: Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

Notice: Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to the Managers in care of the Company at the address of principal office of the Company. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the Agreement unless the Member has given the Company a Notice of a different address.

Off-settable Decrease: Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under § 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under § 704(e)(2) or § 706 of the Code or under § 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).



CATLAB, LLC

Organization: A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

Organization Expenses: Those expenses incurred in the organization of the Company including the costs of preparation of the Agreement and Certificate of Formation.

Permitted Transferee: Any member of the Member's Immediate Family, a revocable trust controlled by and for the benefit of members of a Member's Immediate Family, or an Organization controlled by and for the benefit of such Member or by members of the Member's Immediate Family, or in the case of a Member that is a revocable trust, any member of the Immediate Family of the grantor of such trust, a revocable trust controlled by and for the benefit of Members of the grantor's Immediate Family, or an Organization controlled by and for the benefit of such grantor or members of the grantor's Immediate Family.

Person: An individual, trust, estate, or any incorporated or unincorporated Organization permitted to be a member of a limited liability company under the laws of MAINE.

Proceeding: Any judicial or administrative trial, hearing or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

Property: Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Regulations: Except where the context indicates otherwise, the final, temporary, proposed, or proposed & administrative regulations promulgated by the Department of the Treasury with respect to the Code as such regulations may be lawfully changed from time to time.

Related Person: A person having a relationship to a Member that is described in § 1.752-4(b) of the Regulations.

Resignation: The act by which any of the Managers cease to be a Manager.



CATLAB, LLC

Sharing Ratio: With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's Capital Account and the denominator is the total of all Capital Accounts of all Members and Assignees.

Taxable Year: The taxable year of the Company as determined pursuant to § 706 of the Code.

Taxing Jurisdiction: Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

Article 2

FORMATION

2.1 Organization:

The Members hereby organize the Company as a MAINE limited liability company pursuant to the provisions of the Act.

2.1 Agreement

For and in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members executing this Agreement hereby agree to its terms and conditions, as they may from time to time be amended according to its terms. It is the express intention of the Members that the Agreement shall be the sole source of agreement of the parties and, except to the extent a provision of the Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Agreement shall govern, even when inconsistent with, or different from the provisions of the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.



CATLAB, LLC

2.3 Name

The name of the Company is CATLAB, LLC and all business of the Company shall be conducted under that name or under any other name, but in any case only to the extent permitted by applicable law.

2.4 Effective Date

The Agreement shall become effective upon the later of the filing and acceptance of the Certificate of Formation with the Secretary of State of MAINE or upon execution of the Agreement by all Members.

2.5 Term

The Company shall continue until dissolved and its affairs wound up in accordance with the Act or the Agreement. There shall be no fixed date upon which the Company shall dissolve.

2.6 Registered Agent and Office

The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Formation as filed in the office of the Secretary of State of MAINE. The Managers may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of MAINE. In the event the registered agent ceases to act as such for any reason, or the registered office shall change, the Managers, if any, shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be. If the Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.7 Principal Office

The Principal Office of the Company shall be located at 17 Levesque Drive, Elliot Maine 03903.

Article 3

NATURE OF BUSINESS

The purpose and character of the business of the Company is to operate as a laboratory built to serve the cannabis-specific market in Maine. The State of Maine has published the Emergency Rules for the Certification of Marijuana and Testing Facilities. (Known here forward as "THE



CATLAB, LLC

DOCUMENT.”) The document specifies the requirements for growers and producers of cannabis in Maine to have specific analytical testing performed on all lots of cannabis produced. These rules are in place to protect public health by establishing standards and mandates for cannabis producers to test specific constituents of the plants. The state is establishing these standards for marijuana to provide assurance that results of testing for various contaminants not exceed the maximum level of standards where testing is required, which statement of purpose shall not in any way limit or restrain the activities of the Company. The Company may also engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 3. The authority granted to the Managers hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

Article 4

ACCOUNTING AND RECORDS

4.1 Records to be Maintained

The Managers shall maintain:

- a current list of the full name and last known business address of each Member
- a copy of the Certificate of Formation and all amendments thereto
- copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the six (6) most recent years
- copies of Agreement including all amendments thereto
- financial statements of the Company for the six (6) most recent years
- a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:
 - the amount of cash and a description and statement of the agreed value of the property or services contributed by each Member and which each Member has agreed to contribute



CATLAB, LLC

- the times at which or events upon the happening of which any additional Commitments agreed to be made by each Member are to be made
- any right of a Member to receive or of the Company to make distributions to a Member which include a return of all or any part of the Member's Capital Contribution, and
- any events upon the happening of which the Company is to be dissolved and its affairs wound up.

4.2 Reports to Members

The Managers shall:

- provide reports at least annually to the Members other
- than Assignees at such time and in such manner as the Managers may determine reasonable and
- provide all Members with those information returns required by the Code and the laws of the State of MAINE.

4.3 Annual Meeting of Members

Only to the extent required by the Act, if the management of the Company is vested in fewer than all of the Members, there shall be, no less than once each year, a meeting of the Members, conducted in accordance with the Agreement and the Act, to consider the affairs of the Company, and to take any action permitted to be taken by the Members by the Act, the Agreement, or the Certificate of Formation.

4.4 Accounts

The Managers shall maintain a record of Capital Account for each Member in accordance with Article 8.

4.5 Certificates of Membership Interests

Certificates of Membership Interests representing Membership Interests of the Company shall be in such form as shall be determined by the Managers and shall be signed by at least one (1) Manager. Each certificate shall be consecutively numbered or otherwise identified. The name of the person to whom the Membership Interest represented thereby is issued, with the percentage interest owned by such person, shall be identified on such certificate(s) and shall correspond to the schedule of Members and Membership Interests as set forth on Exhibit A attached to this Agreement.



CATLAB, LLC

All certificates surrendered to the Company for transfer shall be canceled and no new certificate shall be issued until the former certificate shall have been surrendered and canceled; except that in the event of a lost, destroyed, or mutilated certificate, a replacement may be issued therefor upon such terms and indemnity to the Company as the Managers may prescribe.

Article 5

NAMES AND ADDRESSES OF MEMBERS

The names, addresses, contributions and Membership Interests of the Members are as reflected on Exhibit A attached to this Agreement, which shall be amended from time-to-time to reflect changes in Members and/or Membership Interests.

Article 6

RIGHTS AND DUTIES OF MEMBERS

6.1 Management and Voting Rights

The right to manage the Company shall be vested in the Managers selected pursuant to Article 7 below. All Members (other than Assignees) who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding the foregoing, the following actions require the consent of a Majority of the Members:

- any amendment to this Agreement
- the transfer or assignment of a Membership Interest
- the admission of Assignees to Management Rights
- the continuation of the Company after Dissolution Event
- the election of the Managers
- the removal of a Manager with or without cause
- the merger, consolidation or sale of substantially all assets of the Company.



CATLAB, LLC

6.2 Majority or Majority Vote of the Members

. Whenever any matter is required or allowed to be approved by a Majority or Majority Vote of the Members under the Act or the Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of Members having Membership Interests in excess of one-fifth (1/5) of the Membership Interests of all the Members entitled to vote on a particular matter. Assignees and, in the case of approvals to withdraw where consent of the Members is required, Dissociating Members shall not be considered Members entitled to vote for the purpose of determining a Majority of the Members.

6.3 Deadlock Resolution

If any matter requiring the vote or approval of a Majority of the Members should receive the approval of Members holding exactly one-fifth (1/5) of all Membership Interests entitled to vote thereon, any Member shall have the right to submit such matter for resolution by an arbitrator designated in writing by a Majority of the Members. In the event that a Majority of the Members is not able to designate an arbitrator, then the Managers shall contact the American Arbitration Association and request that it appoint an arbitrator to resolve the matter pursuant to the then-existing rules and regulations of the American Arbitration Association. The decision of the arbitrator regarding the resolution of any such deadlock shall be binding upon the Company and all Members for all purposes.

6.4 Liability of Members

No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

6.5 Indemnification

The Company shall indemnify the Members, the Managers, and agents for all costs, losses, liabilities, and damages paid or accrued by such Member, Managers or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of MAINE.



CATLAB, LLC

6.6 Representations and Warranties

Each Member, and in the case of an Organization, the Person(s) executing the Agreement on behalf of the Organization, hereby represents and warrants to the Company and each other Member that: (a) if that Member is an Organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6.7 Conflicts of Interest

- Except as otherwise provided in this Agreement, a Member, including the Managers, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or if the disinterested Managers or disinterested Members, in either case knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.
- In the event that any Member, including a Manager, desires to enter into a transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, such Member shall first offer such proposed transaction or business opportunity to the Company by providing Notice of the transaction or business opportunity to the Company. The Company shall have the right to accept or reject the offer to enter into the proposed transaction or business opportunity and provide Notice of its decision to the offering Member. In the event that the Company refuses to enter into the proposed transaction or business opportunity, then the



CATLAB, LLC

offering Member shall have the right to enter into the proposed transaction or business opportunity as set forth in the Member's initial Notice to the Company.

Article 7

MANAGERS

7.1 Managers

All Managers must also be Members. Initially, there shall be one, (1) Manager(s). The initial Manager(s) shall be: Guy Sylvester

7.2 Term of Office as Managers

The Managers shall not have any contractual right to such position. A Manager shall serve until the earlier of:

- the Dissociation of such a Manager if such Manager is also a Member
- the removal of a Manager by the Members with or without cause or
- the Resignation of a Manager.

7.3 Authority to Bind the Company

The Members hereby agree that only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. No Member (who is not also a Manager) shall take any action as a Member to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. The Managers shall have the power on behalf of the Company to do all things necessary or convenient to carry out the business and affairs of the Company, including without limitation:

- the institution, prosecution and defense of any Proceeding in the Company's name;
- the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;
- the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;
- the entering into contracts and guaranties, incurring of liabilities, borrowing of money, issuance of notes, bonds, and other obligations,



CATLAB, LLC

and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

- the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including without limitation the loaning money to, and otherwise helping Members, officers, employees, and agents;
- the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State of MAINE;
- the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;
- the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;
- the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes, or any other act that furthers the business and affairs of the Company;
- the payment of compensation or additional compensation to any or all Members, Managers and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;
- the purchase of insurance on the life of any of its Members, Managers or employees for the benefit of the Company;
- the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons; and
- the indemnification of Members, Managers or any other Person.

7.4 Majority or Majority Vote of the Managers

Whenever any matter is required or allowed to be approved by a Majority or Majority Vote of the Managers under the Act or the Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Managers, of greater than one-half (1/2) of the Managers entitled to vote on a particular matter.



CATLAB, LLC

7.5 Actions of the Managers

The Managers have the power to bind the Company as provided in this Article 7. Disagreements among the Managers shall be resolved and collective action among the Managers taken by a Majority Vote of the Managers. No act of a Member in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, no person dealing with the Company shall have any obligation to inquire into the power or authority of such Managers acting on behalf of the Company in regard to an act of the Managers for the purpose of apparently carrying on the usual business or affairs of the Company, including the exercise of the authority indicated in this Article 7.

7.6 Deadlock Resolution

If any matter requiring the vote or approval of a Majority of the Managers should receive the approval of exactly one-half (1/2) of the Managers entitled to vote thereon, any Manager shall have the right to submit such matter for resolution by a Majority Vote of the Members.

7.7 Compensation of the Managers

The Managers shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by a vote of the Members.

7.8 Managers' Standard of Care

The Managers' duty of care in the discharge of the Managers' duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties the Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article 4 and upon such information, opinions, reports or statements by any of its Members or agents or by any other person, as to matters the Managers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid.



CATLAB, LLC

7.9 Removal of a Manager

A Manager may be removed with or without cause by a vote of the Members in accordance with Article 6 hereof.

Article 8

CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1 Initial Contributions

. Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Certificate of Formation with the Secretary of State. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Member's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

8.2 Additional Contributions

. In addition to the Initial Capital Contributions and Commitments, the Managers may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managers shall give Notice to all Members in writing at least ten Business Days prior to the date on which such contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Members should contribute. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional contributions. In the event any one or more Members do not make their additional contribution, the other Members may be given the opportunity to make the contributions. Each Additional Member shall make the additional contribution to which such Member has agreed, at the time or times and upon the terms to which the Managers and the Member agree.

8.3 Enforcement of Commitments



CATLAB, LLC

. In the event any Member (a Delinquent Member) fails to perform the Delinquent Member's Commitment, the Managers shall give the Delinquent Member a Notice of the failure to meet the Commitment. If the Delinquent Member fails to perform the Commitment (including any costs associated with the Company having refrained from demanding compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten Business Days of the giving of Notice, the Managers may take such action as they may determine, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Agreement. Each Member expressly agrees to the jurisdiction of such courts but only for the enforcement of Commitments. The Managers may elect to allow the Members to contribute the amount of the Commitment in proportion to such Members' Membership Interests, with those Members who contribute (the Contributing Members) to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid the Contributing Members shall be entitled to all Distributions to which the Delinquent Member would have been entitled. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

8.4 Maintenance of Capital Accounts

. The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of § 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments required to be made under the Code (including any gain and income allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital



CATLAB, LLC

Account shall be decreased by (1) the amount of any Money distributed to the Member by the Company, (2) the fair market value of any Property distributed to the Member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of § 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

8.5 Distribution of Assets

. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article 9 below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

8.6 Sale or Exchange of Interest

. In the event of a sale or exchange of some or all of a Member's Membership Interest in the Company, the Capital Account of the Transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Interest transferred.

8.7 Compliance with Section 704(b) of the Code

. The provisions of this Article 8 as they relate to the maintenance of Capital Accounts are intended and shall be construed and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article 9 to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code in light of the distributions made pursuant to Articles 9 and 14 and the Capital Contributions made pursuant to this Article 8. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating an unconditional deficit restoration obligation with respect to a Member's Capital Account or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.



CATLAB, LLC

Article 9

ALLOCATIONS AND DISTRIBUTIONS

9.1 Allocations of Net Profits and Net Losses from Operations

. Except as may be required by § 704(c) of the Code, and Sections 9.2, 9.3 and 9.4 below, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Membership Interests. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

9.2 Company Minimum Gain Chargeback

. If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Company Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of § 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

9.3 Member Minimum Gain Chargeback

. If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under § 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the



CATLAB, LLC

net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of Article 9. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to § 704(b) of the Code.

9.4 Qualified Income Offset

. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible. This Section is intended to satisfy the alternate test for substantial economic effect set forth in the Regulations under § 704(b) of the Code and shall be interpreted consistently therewith.

9.5 Interim Distributions

. From time to time, the Managers shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Managers may, in their absolute discretion, make distributions to the Members in accordance with their Membership Interests.

9.6 Limitations on Distributions

. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.



CATLAB, LLC

Article 10

TAXES

10.1 Elections

. The Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10.2 Taxes of Taxing Jurisdictions

. To the extent that the laws of any Taxing Jurisdiction so require, each Member requested to do so by the Managers will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income and interest and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 9. The Managers may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

10.3 Tax Matters Partner

. If required pursuant to the Code or the Regulations the Managers, if any, shall act as, or if the Managers are not eligible to act as, the "tax matters partner", the Managers shall designate another Member as the Member who shall be the "tax matters partners" of the Company pursuant to § 6231(a)(7) of the Code. If Managers are not selected by the Members, the Members shall elect a Member to act as the "tax matters partner" by a Majority Vote of the Members. Any Member designated as "tax matters partner" shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of § 6223 of the Code. Any Member who is designated "tax matter partner" may not take any action



CATLAB, LLC

contemplated by § 6221 through § 6233 of the Code without the consent of the Managers, if any, or the Majority Vote of the Members if no Managers are selected. Such designation shall not constitute nor be construed to mean that such Managers or Member are a partner of the Company within the meaning of the law of any state, territory or country.

10.4 Company Method of Accounting

. The records of the Company shall be maintained using any method selected by the Managers; provided, however, such method must be permitted under the Code and Regulations.

Article 11

DISPOSITION OF MEMBERSHIP INTERESTS

11.1 Disposition to a Permitted Transferee

. Any Member or Assignee may Dispose of all or a portion of the Member's or Assignee's Membership Interest without complying with the notice requirements set forth in Section 11.2 below, so long as the transferee is a Permitted Transferee; provided, however, said Permitted Transferee will still be required to comply with the requirements set forth in Sections 11.2.1, 11.2.3 and 11.2.4 below.

11.2 Disposition to a Non-Permitted Transferee

. Any Member or Assignee may Dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Article 11 and Article 13. In the event that a Member or Assignee (the "selling Member") desires to sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or a portion of his, her or its Membership Interest receives a bona fide offer therefor, that selling Member must first provide written notice of such desire to the non-selling Members. The notice shall contain the name and address of the proposed transferee, the portion of the Membership Interest intended to be transferred, the consideration to be received by the selling Member for the Membership Interest, and the terms and conditions of the sale. The non-selling Members shall have the right to purchase the entire Membership Interest being offered by the selling Member pro rata to their Membership Interests for the purchase price and upon the same terms and conditions as stated in the notice during the thirty (30) days following the date on which the written notice is delivered to the non-selling Members. The non-selling Members shall exercise this option to



CATLAB, LLC

purchase within the prescribed 30-day period by providing written notice to the selling Member. If a non-selling Member is unwilling or unable to purchase his, her or its pro rata share of the Membership Interest pursuant to this option, then for a period of then (10) days beginning with the expiration of the 30-day period set forth above, the remaining Members who exercised their option above shall have the option to purchase the remaining portion of the Membership Interest of the selling Member for the purchase price and upon the same terms and conditions as stated in the notice. These Members shall exercise this option to purchase within the prescribed 10-day period by providing written notice to the selling Member. Unless otherwise provided in the notice to the non-selling Members, the closing on the sale of the Membership Interest to the non-selling Members shall be held within ninety (90) days following the date on which the written notice of the proposed transfer was delivered to the non-selling Members. In the event that the Members fail or refuse to exercise their option to purchase the entire Membership Interest offered by the selling Member in accordance with this section, the selling Member shall have the right to sell the Membership Interest to the proposed transferee upon the same terms and conditions as set forth in the notice to the Company and only upon compliance with this Article 11 and Article 13. In addition to the foregoing, no Membership Interest shall be Disposed of:

- if such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;
- without the consent of the non-selling Members in accordance with Article 6 hereof;
- without an opinion of counsel satisfactory to the Managers that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws, unless such opinion is waived by the Managers; and
- unless and until the Company receives from the Assignee the information and agreements that the Managers may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

11.3 Dispositions Not in Compliance with This Article Void

. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article 11 is null and void ab initio.



CATLAB, LLC

Article 12

DISSOCIATION OF A MEMBER

12.1 Dissociation

. A Person shall cease to be a Member upon the occurrence of any of the following events:

- the Bankruptcy of a Member;
- in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- in the case of a Member that is a revocable trust, the death of the grantor of such trust or the entry of any order by a court of competent jurisdiction adjudicating the grantor incompetent to manage the grantor's personal estate;
- in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;
- in the case of a Member that is a corporation, the filing of a certificate of dissolution of the corporation, or the revocation of its charter;
- in the case of an estate, the distribution by the fiduciary of the estate's entire Interest in the Company;
- the voluntary withdrawal of a Member from the Company; provided, however, that a Member shall not have the power to withdraw from the Company without first receiving the Majority Vote of the Members
- the Disposition of such Member's entire Membership Interest in the Company; or
- any other event of dissociation described in MAINE regulations.



CATLAB, LLC

12.2 Right of Voluntary Withdrawal

. Subject to the approval of the Members as specifically required in Article 6 hereof and the provisions of Section 12.3 hereof, a Member shall have the right to voluntarily withdraw from the Company by affirmatively surrendering all Membership Interest to the Company in writing.

12.3 Rights of Dissociating Member

. Upon Dissociation, a Member is not entitled to receive any payment for the value of the Member's Membership Interest.

Article 13

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

13.1 Rights of Assignees

. The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

13.2 Admission of Assignees as Members

. An Assignee of a Membership Interest shall be admitted as a Member and admitted to all the rights of the Member who initially assigned the Membership Interest only by a Majority Vote of the Members, acting in their sole and absolute discretion, and only after the following conditions have been satisfied:

- a duly executed and acknowledged written instrument of assignment shall have been filed with the Company, which instrument shall specify the number of Interests being assigned and set forth the intention of the assignor to allow the assignee to succeed to the assignor's interest as a Member in his place;
- the assignor and assignee shall have executed and acknowledged an Admission Agreement and such other instruments as the Managers may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of this Agreement, as amended; and



CATLAB, LLC

- a transfer fee not to exceed \$500 shall have been paid to the Company to cover all reasonable expenses in connection with such substitution.

If so admitted, the Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Member in accordance with Section 13.2, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

13.3 Admission of Permitted Transferees as Members

. Notwithstanding Section 13.2, an Assignee of a Membership Interest shall be admitted as a Member without the Majority Vote of the Members if (i) the transfer occurs by operation of law by reason of or incident to the death, dissolution, divorce, liquidation, merger or termination of the transferor Member and (ii) the Transferee is a Permitted Transferee.

13.4 Admission of Additional Members

. The Members may admit Additional Members and determine the Capital Contributions of such Members. Notwithstanding the foregoing, the Additional Members may not become the Managers unless and until selected to such position as provided in Article 7.

Article 14

DISSOLUTION AND WINDING UP

14.1 Dissolution

. The Company shall be dissolved and its affairs wound up, upon the written consent of the Members in accordance with Article 6 hereof. The Dissociation of a Member shall not constitute a Dissolution Event unless required by the Act.

14.2 Effect of Dissolution

. Upon dissolution, the Company shall cease carrying on its business. Dissolution shall not cause the immediate termination of the Company or its operations, instead, the Company shall continue its existence until the winding up of the operations and affairs of the Company is completed and



CATLAB, LLC

the Certificate of Dissolution has been issued by the Secretary of State of MAINE.

14.3 Distribution of Assets on Dissolution

. Upon the winding up of the Company, the Company Property shall be distributed:

- to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company other than liabilities for distributions to Members, and to the payment of the expenses of liquidation;
- to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company or of the Managers arising out of, or in connection with, the Company, which reserves shall be paid over to an attorney-at-law as escrow agent, to be held for a period not to exceed two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided;
- to the Members in proportion to their respective Capital Accounts until each Member has received cash distributions equal to any positive balance in his or her Capital Account, in accordance with the rules and requirements of §1.704-1 of the Regulations; and
- to the Members in proportion to the Members' Membership Interest.

Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

14.4 Winding Up and Certificate of Dissolution

. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate



CATLAB, LLC

of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

Article 15

AMENDMENTS

15.1 Agreement May Be Modified

. This Agreement may be modified as provided in this Article 15 (as the same may, from time to time be amended). No Member or Manager shall have any vested rights, not subject to amendment, in the Agreement.

15.2 Amendment or Modification of Agreement

. The Agreement may be amended or modified from time to time only by a written instrument adopted by, and executed by, the Members in accordance with Article 6 hereof.

Article 16

MISCELLANEOUS PROVISIONS

16.1 Entire Agreement

. The Agreement represents the entire agreement among all the Members and between the Members and the Company.

16.2 No Partnership Intended for Nontax Purposes

. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the MAINE Uniform Partnership Act nor the MAINE Limited Partnership Act. The Members do not intend to be partners to one another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

16.3 Rights of Creditors and Third Parties Under Agreement

. The Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and permitted assigns. The Agreement is expressly not intended for the benefit



CATLAB, LLC

of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

16.4 Pronouns and Numbers

. Wherever from the context of the Agreement it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or neuter gender shall include the masculine, feminine and neuter.

16.5 Counterparts

. Any document executed pursuant to the Agreement, may be executed in two or more counterparts, and each counterpart may be a photocopy and is deemed an original, but all together shall constitute one document.

16.6 Captions

. The captions in the Agreement are for convenience only and are not to be considered in construing the Agreement.



CATLAB, LLC

WITNESS STATEMENT

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date set forth beside our names.

_____	_____	_____
Witness	Name: Guy Sylvester	Date
	Title: Member	

_____	_____	_____
Witness	Name:	Date
	Title: Member	
	CATLAB, LLC	

_____	_____	_____
Witness	Name:	Date
	Title: Manager, duly authorized	



CATLAB, LLC

EXHIBIT A TO

LIMITED LIABILITY COMPANY AGREEMENT OF CATLAB, LLC

MEMBERS, INITIAL CONTRIBUTIONS, AND INTERESTS

Member Name & Address	Initial Contribution	Membership Interest
Guy Sylvester 17 Levesque Eliot Maine 03930	\$100.00	100%
TOTAL		100%



CATLAB, LLC

Preliminary Operating Plan for CATLAB, LLC

Submitted to the Town of Eliot Application for Site Plan Review,
Step (3) Specific Land Use.
Prepared by: Guy Sylvester, CEO

1.0 THE BUSINESS & MARKET

CATLAB, LLC is a testing laboratory built to serve the cannabis-specific market in Maine. The State of Maine has published the Emergency Rules for the Certification of Marijuana and Testing Facilities. (Known here forward as "THE DOCUMENT.") The document specifies the requirements for growers and producers of cannabis in Maine to have specific analytical testing performed on all lots of cannabis produced. These rules are in place to protect public health by establishing standards and mandates for cannabis producers to test specific constituents of the plants. The state is establishing these standards for marijuana to provide assurance that results of testing for various contaminants not exceed the maximum level of standards where testing is required.

The marijuana producers' market is estimated to have 2,500 producers in the state of Maine. There are only about 4 testing laboratories, in the process of achieving a Conditional License. CATLAB, LLC is one of those 4 laboratories. The 4 laboratories are the only labs in the state with the capability or capacity to support the Emergency Rules for the marijuana testing industry. The Document specifically lists the contaminants of interest to be tested. The goal of CATLAB, LLC is to have a testing facility, in the Southern Region of Maine, up and operating by the summer of 2020

CATLAB, LLC is an environmental commercial laboratory specific to the cannabis potency market. CATLAB will initially be focused on meeting the needs of the Adult Marijuana market in the state of Maine, as they comply with the following state mandate:

CATLAB's vision is to provide high quality, dependable Analytical Laboratory Services to cannabis growers and producers of cannabis products as they comply with the state mandate above. CATLAB will be focused on meeting the needs of this market to assure top customer service, as well as accurate and timely data.



CATLAB, LLC

Cannabis Businesses Regulations, from the Office of Marijuana Policy, (OMP) State of Maine:

- *All licensees must comply with Department of Administrative and Financial Services- issued regulations, including for packaging, labeling, health and safety, and sanitation.*
- **Testing:** *Before being sold, marijuana and marijuana products must be submitted to testing to ensure they don't exceed the maximum level of allowable contaminants and to ensure correct labeling. Testing will include testing for THC potency, homogeneity, and cannabinoid profiles, as well as testing for residual solvents, toxins, harmful chemicals, dangerous molds and mildew, harmful microbes, pesticides, fungicides, and insecticides.*
- *From legalization to legal sales, Maine is inching toward the slowest rollout of adult-use sales in the United States so far. Economists say the three-year wait for stores to open will have cost Maine more than \$82 million in taxes and 6,100 industry jobs.*
- *After the legislative rewrites, gubernatorial vetoes and contractual snafus, regulators are saying Maine will record its first adult-use sales on March 15, or 1,223 days after voters narrowly approved full-scale legalization at the polls.*
- *Maine's recreational cannabis market will top \$158 million in sales its first year and almost \$252 million in its second, according to research from New Frontier Data, a national marijuana analytics consulting firm.*
- *Portland Press Herald Staff Writer Dennis Hoey contributed to this report.*

The Cannabis testing industry is a fast growing industry. Maine has recently rolled out the Emergency Rules document which is placing this market on a fast track. The opportunity is now and the time to set up a new testing facility in Maine is upon us. Further, once the national and federal regulations relax on recreation Marijuana, the industry will grow even more.

On November 8, 2016, Maine voters have approved cannabis for recreational use, allowing Mainers over age 21 to consume 2.5 ounces of cannabis.

On January 30, 2017, Governor LePage issued Executive Order 2017-002 relating to rulemaking as it related to the moratorium.

On May 2, 2018, the Legislature overrode the Governor's veto of LD 1719, An Act to Implement a Regulatory Structure for Adult Use Marijuana.

On June 13, 2019, new cannabis regulations were approved by a state legislative



CATLAB, LLC

committee. Maine started accepting recreational cannabis business license applications in December 2019 and cannabis businesses submitted 40 applications on the first day.

However, according to recent Associated Press articles, the rollout of adult-use cannabis sales in Maine [is being threatened](#) by a lack of testing facilities. So far, [only one lab](#) (Nelson) has applied to be certified as a testing facility. Maine officials are hopeful they'll receive more applications but acknowledge the shortage of labs could slow retail sales of recreational marijuana.

Opportunities for new businesses in Maine's cannabis market

Although legislation is still unclear the opportunities are strong. It is projected that Maine medical and recreational cannabis market will exceed \$300 million in 2022, according New Frontier's forecast.

Maine's Testing Lab Market

Maine is finalizing its testing rules for recreational marijuana, spelling out what a lab must do to get a state license and what safety and potency checks must be done on any marijuana products before they can be sold when the market opens in March.

The [proposed rules](#) cover everything from how samples are collected (by the lab, not the merchant) to pesticide use (eight are banned, but anything that can't be used on organic fruits or vegetables must be reported) to Maine's efforts to stop lab-shopping (failed tests must be retested with same lab). But they do not address the biggest testing problem facing most states at launch: Will there be enough labs?

"We have seen that as a pain point in pretty much (every) other state," said Erik Gundersen, the director of Maine Office of Marijuana Policy, whose office drafted the proposed testing rules. "I don't think we're going to be any different."

Massachusetts delayed its adult-use roll-out from July to November 2018 until it could license two labs. They remain the only labs available to the state's 28 adult-use marijuana shops, which is causing supply problems to this day. Just last week, the adult-use shop closest to Boston ran out of tested flower to sell.

Last year, California gave marijuana shops a six-month grace period after recreational sales began there even though state law requires strict potency and safety testing, in part to give regulators time to license enough labs to meet the testing demands of the world's biggest cannabis market.



CATLAB, LLC

“I would imagine that there would still be some type of delays,” Gundersen predicted. “If we have at least a few in the fold then I think that it may not be perfect, but I think we’ll be able to manage it and ensure that the mandatory testing is happening.”

The services for CATLAB, LLC will include analytical testing of cannabis plants provided from growers in the state of Maine. The services were mentioned above, specifically meeting the requirements of the State of Maine for Cannabis testing:

- (1) Filth and foreign material.
- (2) Residual solvents,
- (3) Pesticides, fungicides, insecticides and growth regulators.
- (4) Heavy Metals: Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
- (5) Dangerous molds and mildew.
- (6) Harmful microbes.
- (7) THC potency, homogeneity and cannabinoid p.

The EMERGENCY RULES FOR THE CERTIFICATION OF MARIJUANA TESTING FACILITIES specifies the following test to be required by each grower:

The following tests are mandatory for all marijuana or marijuana products in their final form for consumer use prior to being sold or transferred to a qualifying patient or person 21 years of age or older:

State of Maine Emergency Rules, Continued:

- (1) Filth and foreign material. Any visible contaminant, including without limitation hair, insects, feces, mold, sand, soil, cinders, dirt, packaging contaminants and manufacturing waste and byproducts.
- (2) Residual solvents, poisons and toxins. Acetone, acetonitrile, butanes, ethanol, ethyl acetate, ethyl ether, heptanes, hexane, isopropyl alcohol, methanol, pentane, propane, toluene, total xylenes (m, p, o-xylenes), 1,2-dichloroethane, benzene, chloroform, ethylene oxide, methylene chloride, trichloroethylene and any others used.
- (3) Pesticides, fungicides, insecticides and growth regulators. Bifenthrin, cyfluthrin, daminozide, etoxazole, imazalil, myclobutanil, spiromesifen trifloxystrobin, and any others used. MTFs must also report any pesticides that appear on testing and which are the list of 195 pesticides federally prohibited on organic produce.
- (4) Other harmful chemicals. Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
- (5) Dangerous molds and mildew. Total yeast and mold, and for any marijuana or marijuana product that is further manufactured after failure of such test, mycotoxins including aflatoxins (B1, B2, G1, G2) & ochratoxin A.



CATLAB, LLC

- (6) Harmful microbes. Total viable aerobic bacteria, total coliforms, bile tolerant gram (-) bacteria, enterobacter, E. coli (pathogenic strains) and Salmonella (spp.).
- (7) THC potency, homogeneity and cannabinoid p.

Customer Base

The customer base includes the targeted list of growers within the state of Maine, both medical and recreational. Store Fronts and other licensed entities requiring Cannabis Testing. CATLAB services pertain to a wide variety of regulatory programs, including environmental compliance, investigation, health and safety issues, environmental site-clean-up and remediation, real estate transfers, landfill monitoring, wastewater treatment and discharge, and private drinking water quality. Every customer will receive a comprehensive report, in either hard copy, electronic format, or both, detailing results of the services requested.



CATLAB, LLC

CATLAB, LLC Analytical Testing

#	Category	Instrument needed	Notes	Verbatim
1	Filth and foreign material	microscope? balance?	looks manual, need an SOP see 6.12 of Marijuana Testing Rules	Any visible contaminant, including without limitation hair, insects, feces, mold, sand, soil, cinders, dirt, packaging contaminants and manufacturing waste and by-products.
2	Residual solvents, poisons and toxins	Headspace-GC-MS, perhaps P&T for some DLs?	See full list in text. Ethylene oxide? Section 6.7 - Residual Solvents & Processing Chemicals The MTF is not required to analyze for residual solvents and processing chemicals in dried flower, kief and hashish or marijuana products manufactured without chemical solvents.	Acetone, acetonitrile, butanes, ethanol, ethyl acetate, ethyl ether, heptanes, hexane, isopropyl alcohol, methanol, pentane, propane, toluene, total xylenes (m, p, o-xylenes), 1,2-dichloroethane, benzene, chloroform, ethylene oxide, methylene chloride, trichloroethylene and any others used.
3	Pesticides, fungicides, insecticides and growth regulators	LC-MS-MS	Section 6.8 - Residual Pesticides & Growth Regulators Although no single analytical method currently exists to analyze all 195 prohibited pesticides, testing facilities must analyze as many compounds on the USDA target analyte list for organic food as required by OMP. trifloxystrobin is listed in the table requiring GC-MS-MS, however is listed as GC-MS-MS but is shown with others in Restek chromatogram, is this a typo?	Bifenthrin, cyfluthrin, daminozide, etoxazole, imazali, myclobutanil, spiromesifen, trifloxystrobin, and any others used. MTFs must also report any pesticides that appear on testing and which are the list of 195 pesticides federally prohibited on organic produce.



CATLAB, LLC

4	Other harmful chemicals	ICPMS	mercury by ICPMS? Heavy Metals	Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
5	Dangerous molds and mildew	microscope, autoclave, incubators	IDEXX kits and cultures? Microbiological Impurities	Total yeast and mold, and for any marijuana or marijuana product that is further manufactured after failure of such test, mycotoxins including aflatoxins (B1, B2, G1 and G2) and ochratoxin A.
6	Harmful microbes	microscope, autoclave, incubators	IDEXX kits and cultures?	Total viable aerobic bacteria, total coliforms, bile tolerant gram (-) bacteria, enterobacter, E. coli (pathogenic strains) and Salmonella (spp.).
7	THC potency, homogeneity and cannabinoid profiles	LC-MS-MS, LC-Diode Array, GC-FID, GC-MS conspicuously absent	GC-FID - research possible conversion issues	THC and any other cannabinoid to be referenced in labeling or marketing materials.
8	"water activity"	Water Activity Meter	Water Activity FDA definition: The water activity (a w) of a food is the ratio between the vapor pressure of the food itself, when in a completely undisturbed balance with the surrounding air media, and the vapor pressure of distilled water under identical conditions. A water activity of 0.80 means the vapor pressure is 80 percent of that of pure water. The water activity increases with temperature. The moisture condition of a product can be measured as the equilibrium relative humidity (ERH) expressed in percentage or as the water activity expressed as a decimal. Most foods have water activity above 0.95, that will provide sufficient moisture to support the growth of bacteria, yeasts, and mold. The amount	



CATLAB, LLC

of available moisture can be reduced to a point which will inhibit the growth of the organisms. If the water activity of food is controlled to 0.85 or less in the finished product, it is not subject to the regulations of 21 CFR Parts 108, 113, 114.

9 Terpines

HS-GC-FID
or
HS-GC-MS

by request Section 6.13 - Terpenes
*if the product labeling reports that the sample contains discrete terpenes, the MTF must test for those terpenes. The MTF must report to one-hundredth of a percent the concentration in percentage in the certificate of analysis.
But when are Terpenes required?*

CAT LAB, LLC Business Plan Services



CATLAB, LLC

- (1) Filth and foreign material.
- (2) Residual solvents,
- (3) Pesticides, fungicides, insecticides and growth regulators.
- (4) Heavy Metals: Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
- (5) Dangerous molds and mildew.
- (6) Harmful microbes.
- (7) THC potency, homogeneity and cannabinoid p.



CAT LAB, LLC Waters Equipment



CATLAB, LLC

- **Potency/cannabinoid profiling** – Alliance HPLC-PDA or UPLC H-Class-PDA
- **LC Pesticides and Mycotoxins** – UPLC-TQ-S micro
- **GC Pesticides, Terpenes and VOCs** - APGC-TQ-S micro with headspace autosampler. (Headspace option required for VOCs i.e. Residual Solvents analysis)



CAT LAB, LLC Building Plans



CATLAB, LLC



Location:

17 Levesque Dr, Eliot, ME

Former doctors office with several exam rooms, etc.

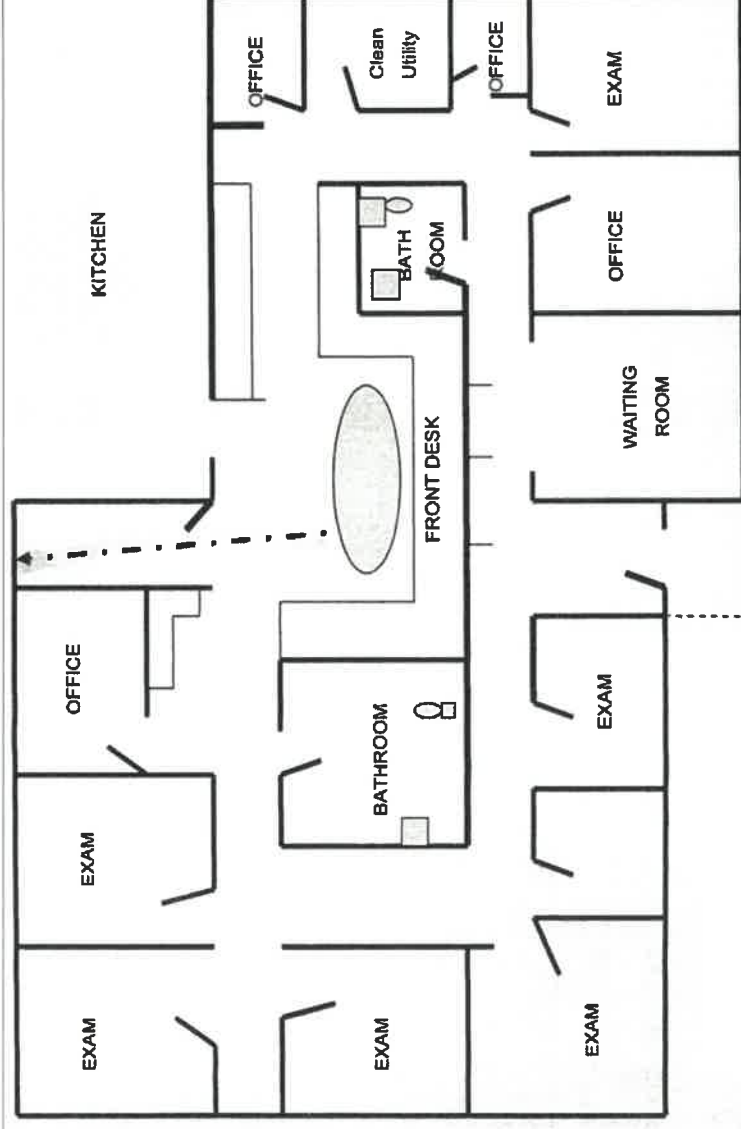
Building size is ~3600 ft [^] 2



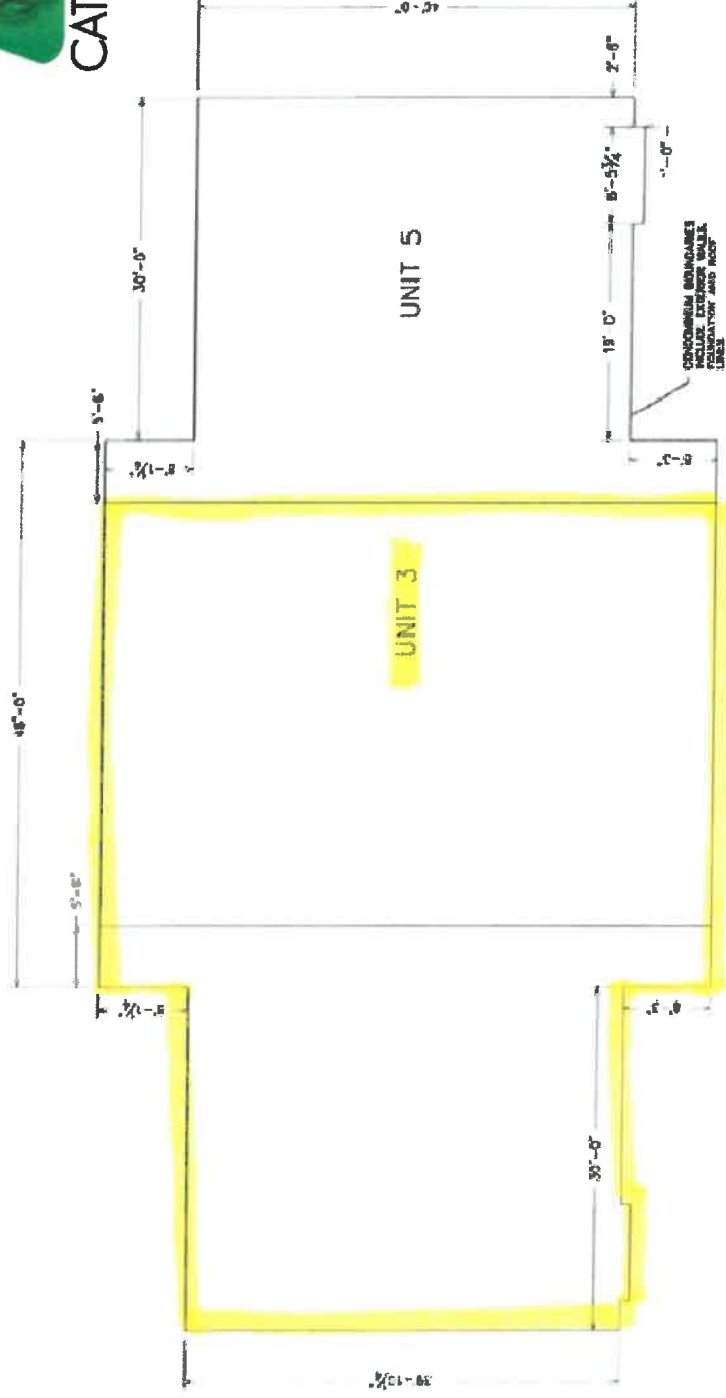
CAT LAB, LLC Building Layout



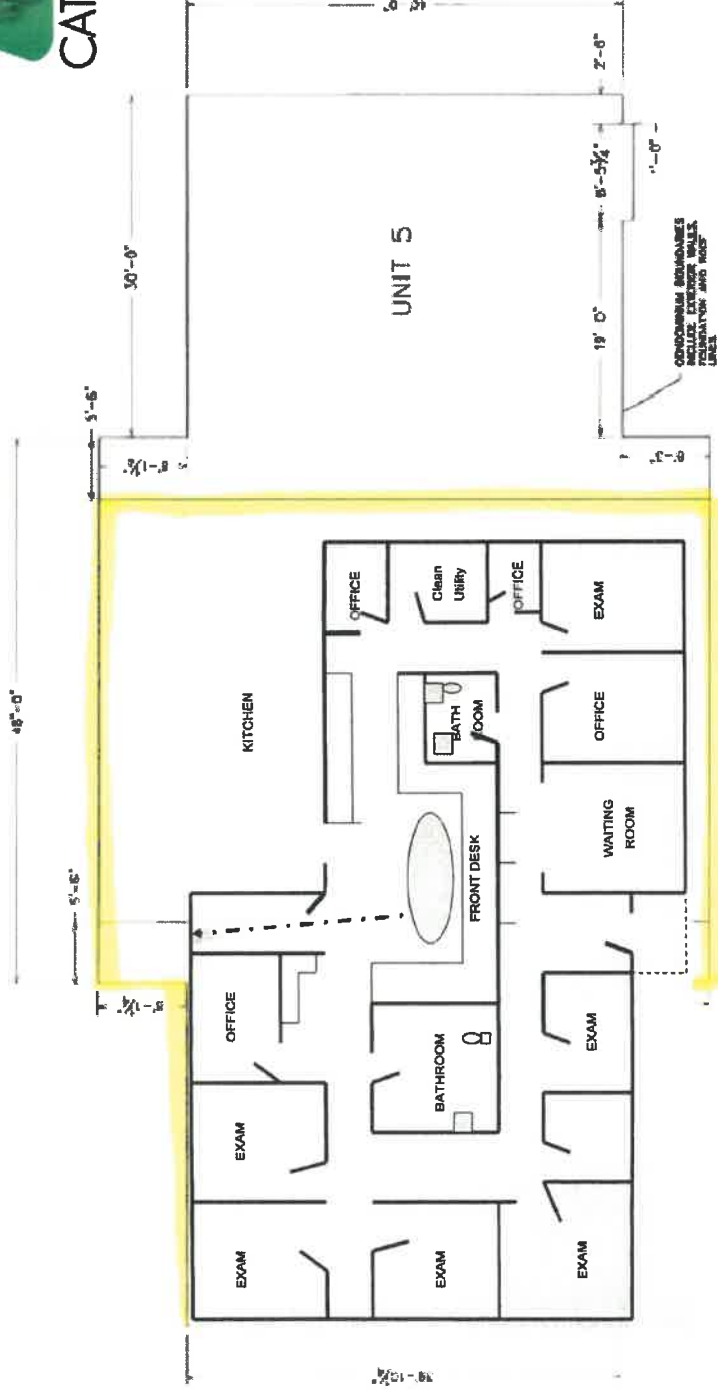
- Without measuring we make some assumptions
- We elucidate the size in the next few slides



CAT LAB, LLC Building Layout



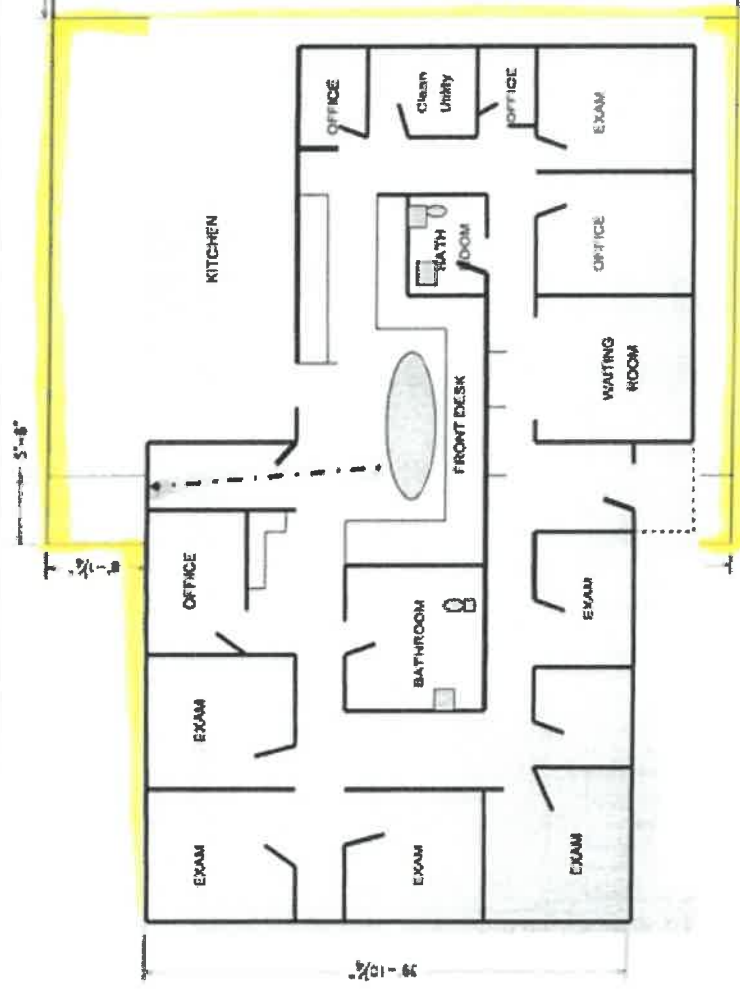
CAT LAB, LLC Building Layout



CAT LAB, LLC Building Layout - Scaling



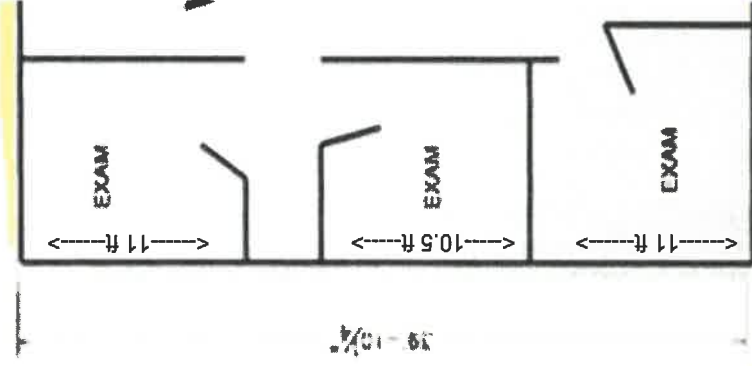
- Scaling is not exact, this model is rough.
- Measurements must be made before final decisions.



CAT LAB, LLC Building Layout



CATLAB, LLC

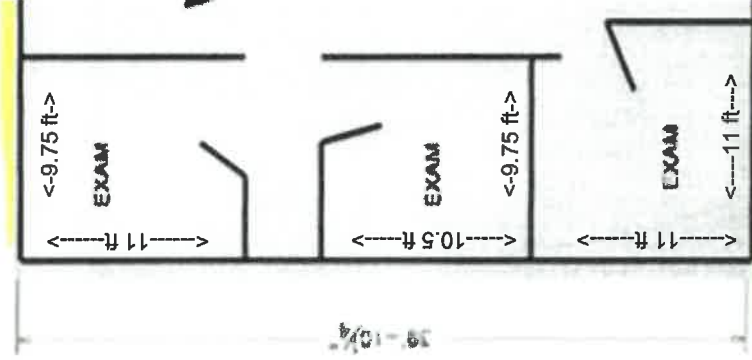


- Pertaining to left most side wall of building
- 3" on page = 39'10"
- 1" on page = ~13'
- Top left room = ~ 14/16" on page = ~ 11'
- Middle room = ~ 13/16" on page = ~ 10.5'
- Bottom room = ~ 14/16" on page = ~ 11'

CAT LAB, LLC Building Layout

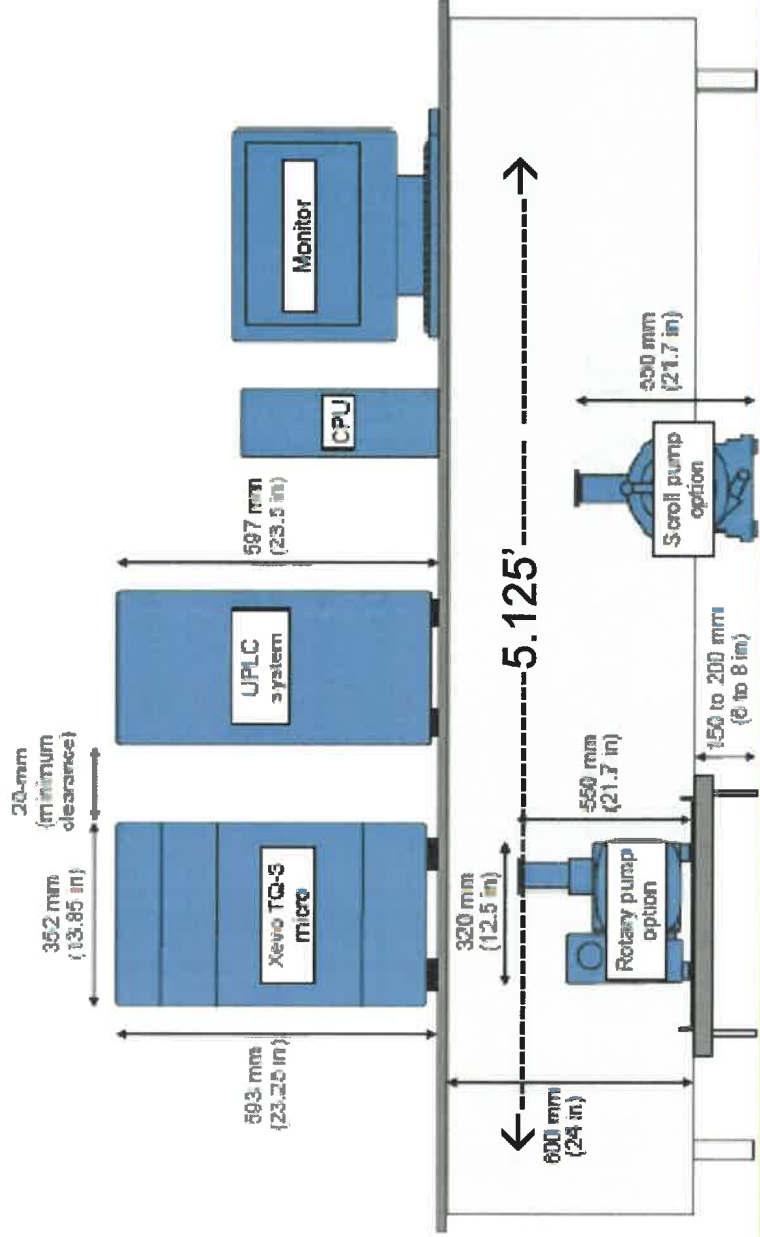


CATLAB, LLC



- Pertaining to the front/back wall of the left part of the building
- 2.875" on page = 30'
- 1" on page = ~10.4'
- Top left room = ~ 12/16" on page = ~ 9.75'
- Middle room = ~ 12/16" on page = ~ 9.75'
- Bottom room = ~ 14/16" on page = ~ 11'

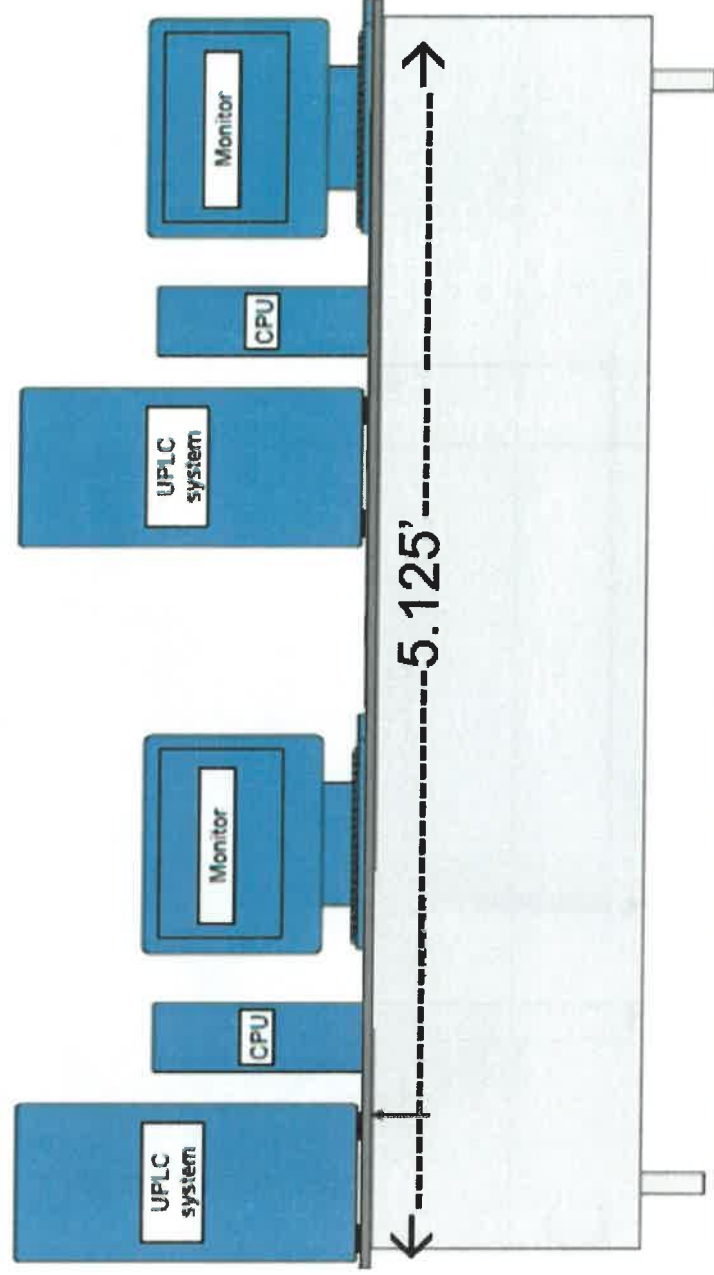
TQ-S micro UPLC I-Class



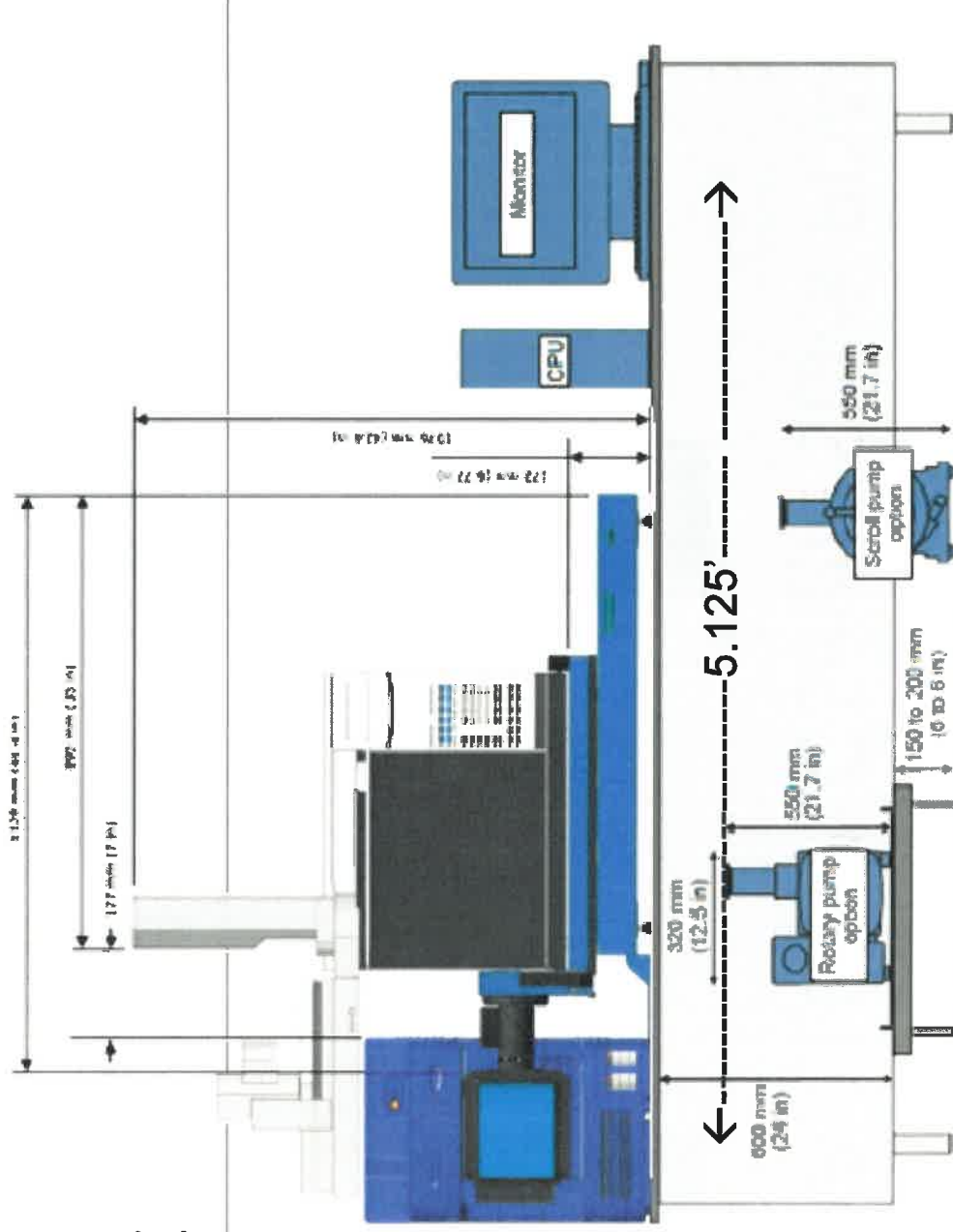
CAT LAB, LLC UPLC Single Stack PDA



CATLAB, LLC



APGC

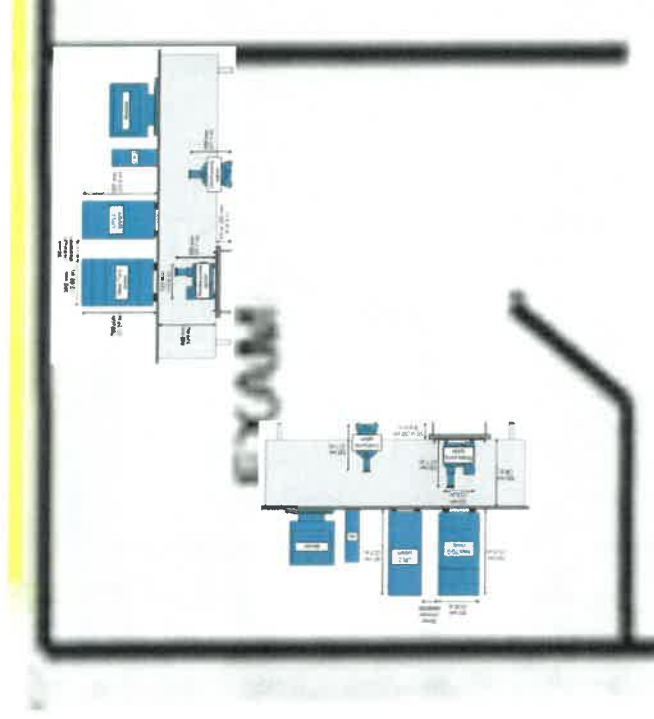


CATLAB, LLC

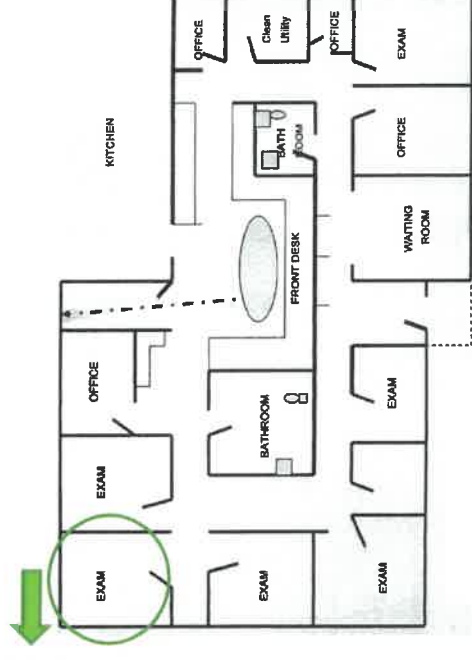


CAT LAB, LLC Building Layout

- Top left room
- 2 Pesticides Analysis Systems possible

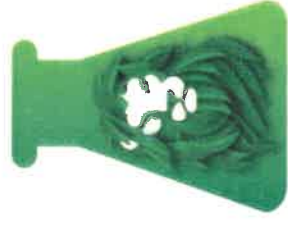
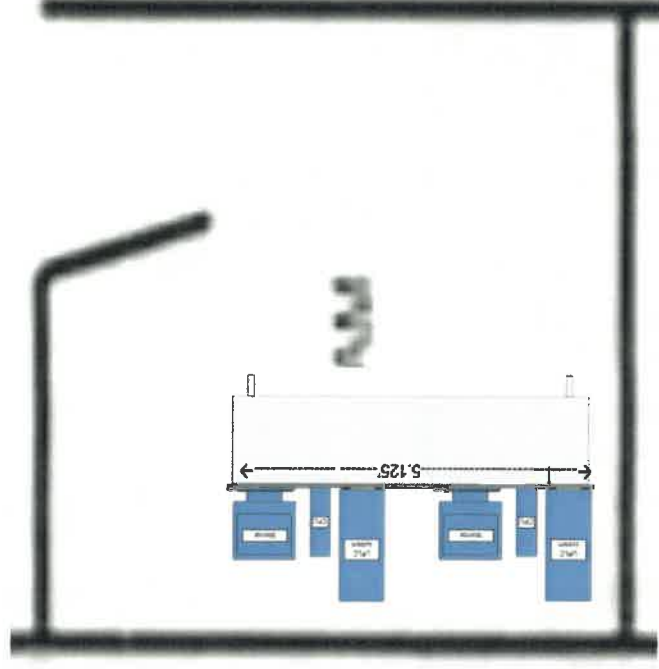


CATLAB, LLC

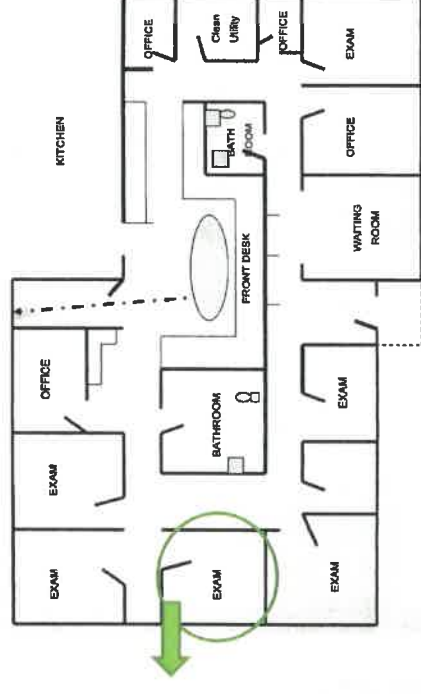


CAT LAB, LLC Building Layout

- Middle left room
- 2 Profile Analysis Systems possible

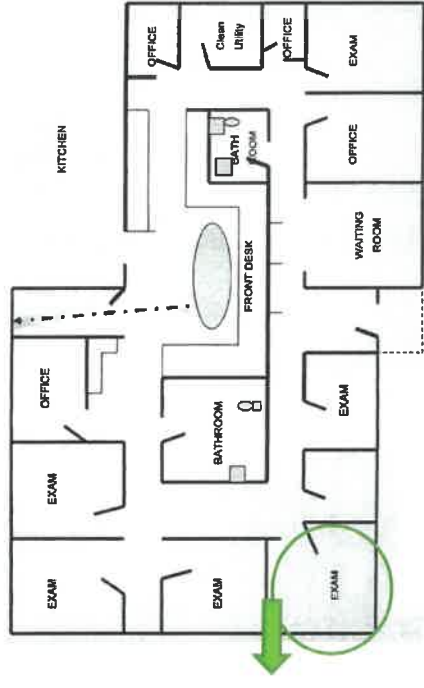


CATLAB, LLC



CAT LAB, LLC Building Layout

- Bottom left room
- 2 APGC Analysis Systems possible



CATLAB, LLC

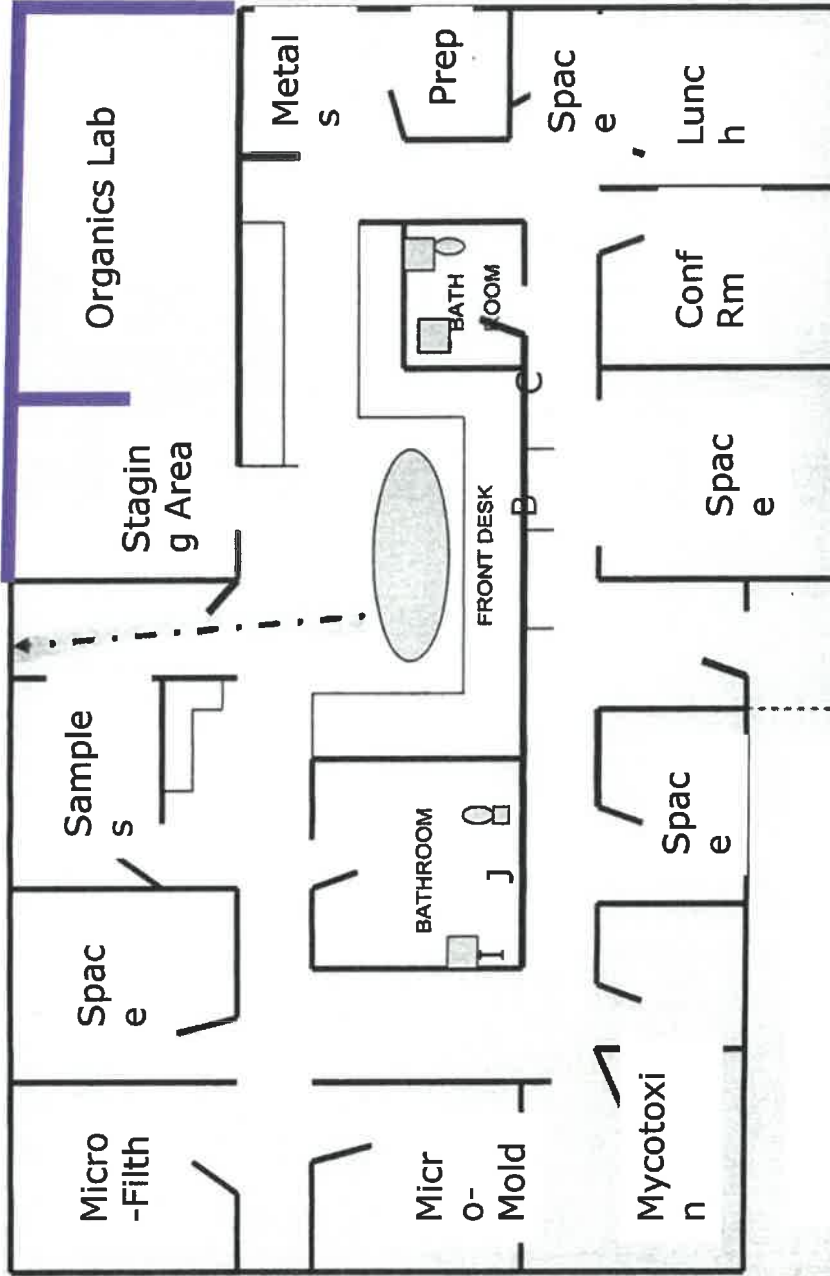


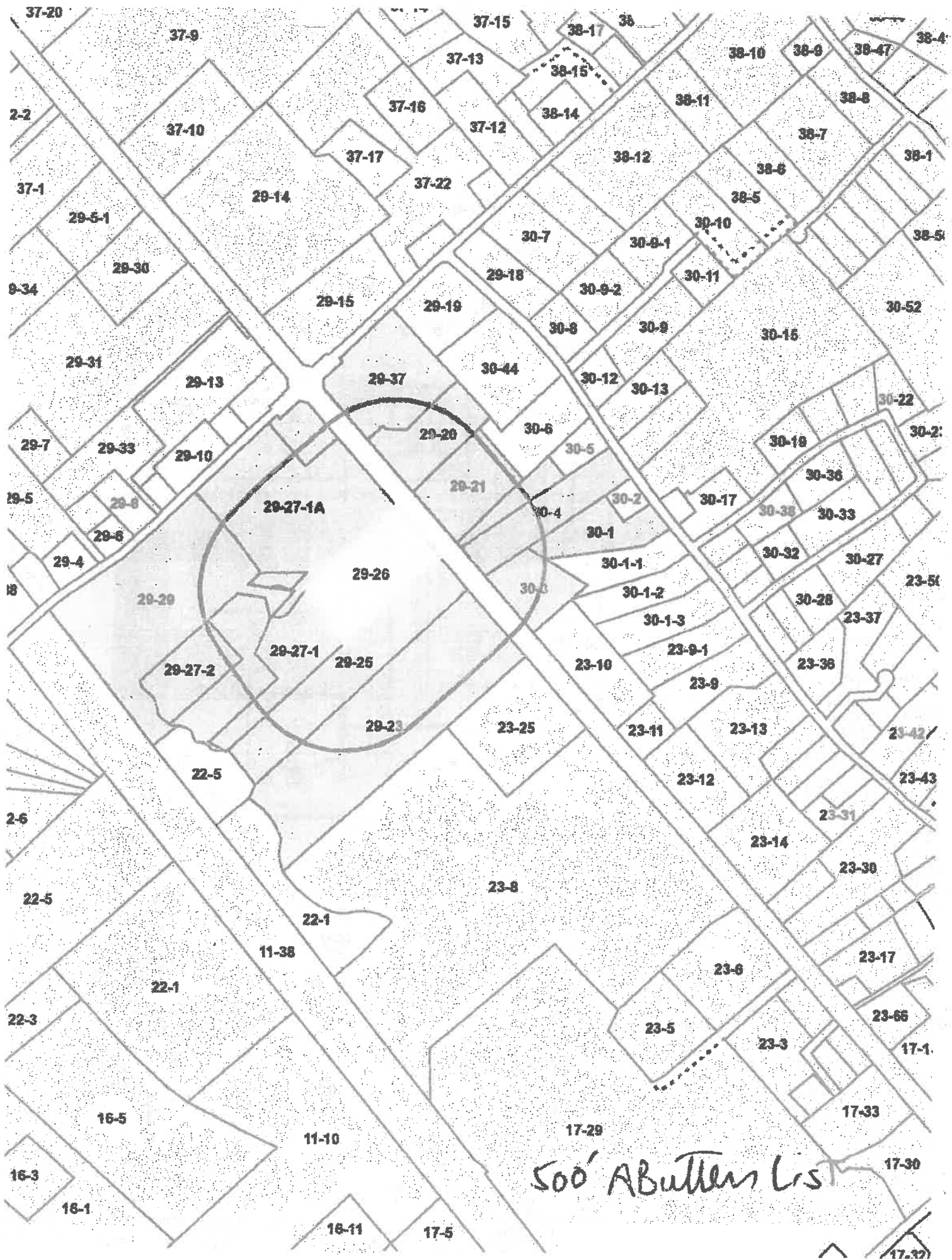
CAT LAB, LLC Services



- (1) Filth and foreign material.
 - (2) Residual solvents,
 - (3) Pesticides, fungicides, insecticides and growth regulators.
 - (4) Heavy Metals: Cadmium (Cd), lead (Pb), arsenic (As) and mercury (Hg)
 - (5) Dangerous molds and mildew.
 - (6) Harmful microbes.
 - (7) THC potency, homogeneity and cannabinoid p.
-

CATLAB LAYOUT May, 2020





500' Abutters List



500 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 029-020-000
CAMA Number: 029-020-000
Property Address: 178 HAROLD L DOW HWY

Mailing Address: PATHFINDER BUSINESS OFFICES LLC
33 CREEKVIEW DR
ELIOT, ME 03903

Parcel Number: 029-021-000
CAMA Number: 029-021-000
Property Address: 162 HAROLD L DOW HWY

Mailing Address: IRVING OIL LIMITED ATTN:
CORPORATE REAL ESTATE
PO BOX 888
CALAIS, ME 04619

Parcel Number: 029-022-000
CAMA Number: 029-022-000
Property Address: 160 HAROLD L DOW HWY

Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA
J
PO BOX 482
ELIOT, ME 03903

Parcel Number: 029-023-000
CAMA Number: 029-023-000
Property Address: 153 HAROLD L DOW HWY

Mailing Address: LAWRENCE, DAVID
21 LYNCH LN
KITTERY, ME 03904

Parcel Number: 029-025-000
CAMA Number: 029-025-000
Property Address: 155 HAROLD L DOW HWY

Mailing Address: LETELLIER, MATTHEW HRS OR DEVS
C/O ELIOT DONUTS LLC
369 LAFAYETTE ST
HAMPTON, NH 03842

Parcel Number: 029-027-001
CAMA Number: 029-027-001
Property Address: 33 LEVESQUE DR

Mailing Address: M H PARSONS & SONS LUMBER CO
WOODBRIDGE RD
YORK, ME 03909

Parcel Number: 029-027-002
CAMA Number: 029-027-002
Property Address: 38 LEVESQUE DR

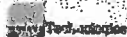
Mailing Address: ELIOT COMMONS SENIOR HOUSING
LLC
470 FORE ST STE 400
PORTLAND, ME 04101

Parcel Number: 029-027-01A
CAMA Number: 029-027-01A
Property Address: 28 LEVESQUE DR

Mailing Address: SEA DOG REALTY LLC
86 NEWBURY ST
PORTLAND, ME 04101

Parcel Number: 029-027-01B
CAMA Number: 029-027-01B
Property Address: 28 LEVESQUE DR #2

Mailing Address: CUMBERLAND FARMS INC ATTN TAX
DEPT
165 FLANDERS RD
WESTBOROUGH, MA 01581



www.cai-tech.com

5/12/2020

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

Page 1 of 2



500 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-029-000
CAMA Number: 029-029-000
Property Address: 150 BEECH RD

Mailing Address: YORK/CUMBERLAND MGMT CORP
BARON PLACE
LABRECQUE PROPERTY MANAGEMENT
PO BOX 460
SEBATTUS, ME 04280-0460

Parcel Number: 029-037-000
CAMA Number: 029-037-000
Property Address: 220 BEECH RD

Mailing Address: PRIME STORAGE ELIOT LLC
PO BOX 480
SARATOGA SPRINGS, NY 12866

Parcel Number: 030-001-000
CAMA Number: 030-001-000
Property Address: 235 HANSCOM RD

Mailing Address: GREEN, JONATHAN B GREEN, BRENDA
235 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-003-000
CAMA Number: 030-003-000
Property Address: 150 HAROLD L DOW HWY

Mailing Address: SHAPLEIGH, NANCY E
28 SANDY HILL LN
ELIOT, ME 03903

Parcel Number: 030-004-000
CAMA Number: 030-004-000
Property Address: 247 HANSCOM RD

Mailing Address: WILLIAMS, MICHAEL T WILLIAMS,
AMANDA M
247 HANSCOM RD
ELIOT, ME 03903

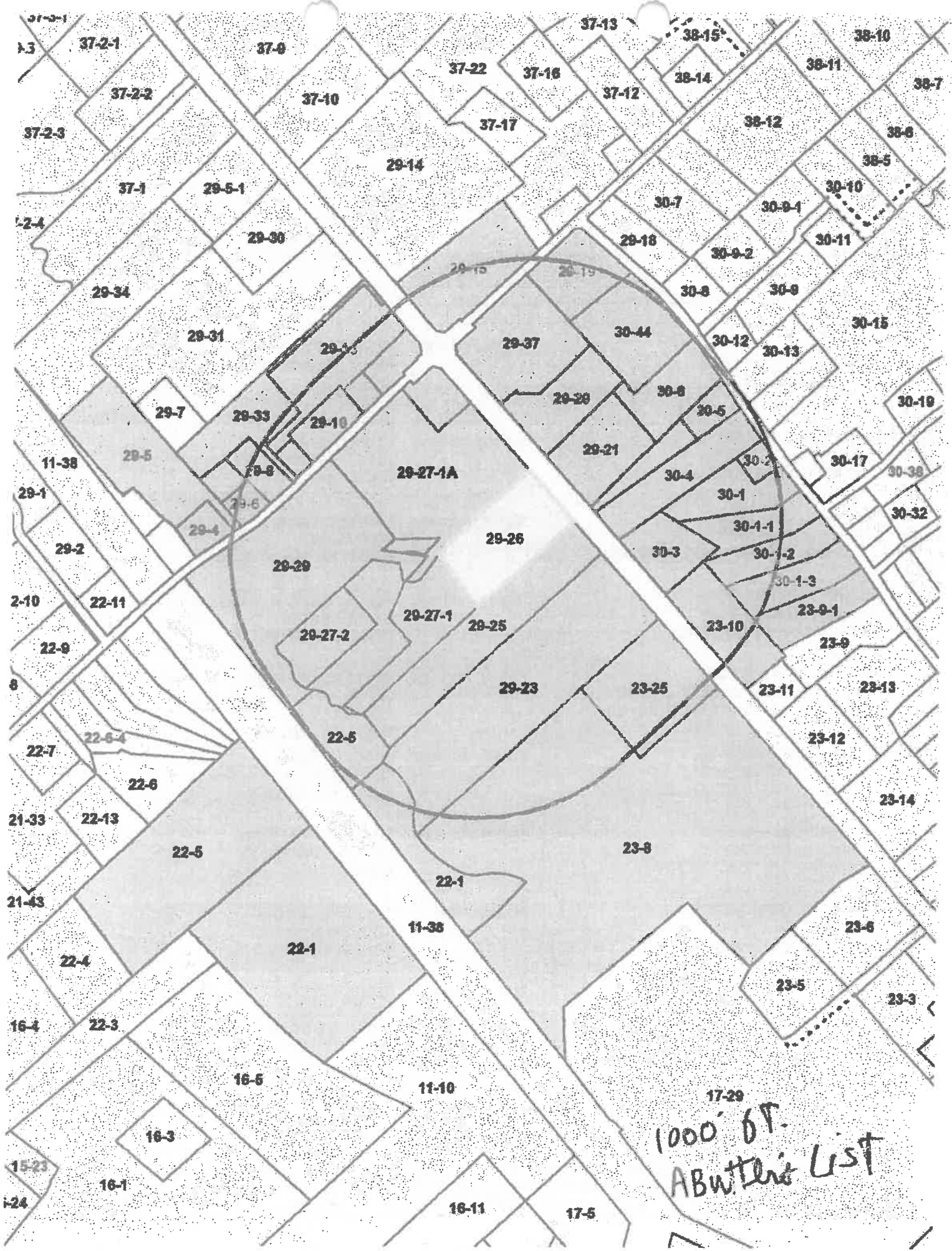


www.cai-tech.com

5/12/2020

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

Page 2 of 2



1000' BT.
AButter's List

37-2-1

37-2-1

37-9

37-13

38-15

38-10

1-3

37-22

37-16

37-12

38-14

38-11

38-7

37-2-2

37-10

37-17

38-12

37-2-3

37-1

29-5-1

29-14

30-7

30-9-1

30-10

1-2-4

29-30

29-18

30-9-2

30-11

29-34

29-15

29-19

30-8

30-9

29-31

29-13

29-37

30-44

30-12

30-13

30-15

29-7

29-33

29-16

29-20

30-6

30-5

30-19

11-38

29-5

29-8

29-27-1A

29-21

30-4

30-2

30-17

29-1

29-6

29-26

30-1

30-1-1

30-38

29-2

29-4

29-29

30-3

30-1-2

30-32

2-10

22-11

29-27-1

29-25

30-1-3

23-0-1

22-9

29-27-2

23-10

23-9

8

22-7

22-6-4

22-5

29-23

23-25

23-11

29-18

22-6

23-12

23-14

21-33

22-13

22-5

23-8

21-43

22-1

22-4

22-1

11-38

23-6

16-4

22-3

16-5

11-10

23-5

23-3

15-23

16-1

16-3

17-29

1-2-4

16-11

17-5



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Subject Property:

Parcel Number: 029-026-000
CAMA Number: 029-026-000
Property Address: 17 LEVESQUE DR

Mailing Address: ELIOT COMMONS PROFESSIONAL PARK
C/O HASKELL KINGSTON & ROBERT
KLINE 19 LEVESQUE DR #2
ELIOT, ME 03903

Abutters:

Parcel Number: 022-001-000
CAMA Number: 022-001-000
Property Address: BEECH RD

Mailing Address: LEAVITT, ROBERTA IRREVOCABLE
TRUST JEANETTE K LASORSA
TRUSTEE
1172 STATE RD
ELIOT, ME 03903

Parcel Number: 022-005-000
CAMA Number: 022-005-000
Property Address: BEECH RD

Mailing Address: HERBOLD, SETH
13 BITTERSWEET LN
ELIOT, ME 03903

Parcel Number: 023-008-000
CAMA Number: 023-008-000
Property Address: 135 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM A
PO BOX 242
ELIOT, ME 03903

Parcel Number: 023-009-001
CAMA Number: 023-009-001
Property Address: 211 HANSCOM RD

Mailing Address: WILLIS, DAVID R WILLIS, ANNE M
211 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 023-010-000
CAMA Number: 023-010-000
Property Address: 126 HAROLD L DOW HWY

Mailing Address: POLLARD, JOHN ERIC ARCHER, CARL
LEONARD
PO BOX 61
ELIOT, ME 03903

Parcel Number: 023-025-000
CAMA Number: 023-025-000
Property Address: 143 HAROLD L DOW HWY

Mailing Address: PICKETT, TIM
PO BOX 242
ELIOT, ME 03903

Parcel Number: 029-004-000
CAMA Number: 029-004-000
Property Address: 147 BEECH RD

Mailing Address: BOUCHARD, H O INC
349 COLDBROOK RD
HAMPDEN, ME 04444

Parcel Number: 029-005-000
CAMA Number: 029-005-000
Property Address: 149 BEECH RD

Mailing Address: POLLARD, JOHN E
726 NEW DAM RD
SANFORD, ME 04073

Parcel Number: 029-006-000
CAMA Number: 029-006-000
Property Address: 155 BEECH RD

Mailing Address: BURT, WILLIAM A
155 BEECH RD
ELIOT, ME 03903



www.cai-tech.com

5/12/2020

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

Page 1 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-008-000 CAMA Number: 029-008-000 Property Address: 163 BEECH RD	Mailing Address: WEBBER, DONALD JR 163 BEECH RD ELIOT, ME 03903
Parcel Number: 029-009-000 CAMA Number: 029-009-000 Property Address: 167 BEECH RD	Mailing Address: WIDI, LOIS A 34 SANDY HILL LN ELIOT, ME 03903
Parcel Number: 029-010-000 CAMA Number: 029-010-000 Property Address: 173 BEECH RD	Mailing Address: WILBER, MATTHEW C 173 BEECH RD ELIOT, ME 03903
Parcel Number: 029-011-000 CAMA Number: 029-011-000 Property Address: 185 BEECH RD	Mailing Address: DASHTI-GIBSON, JALEH M DASHTI- GIBSON, TRISTRAM 185 BEECH RD ELIOT, ME 03903
Parcel Number: 029-012-000 CAMA Number: 029-012-000 Property Address: 191 BEECH RD	Mailing Address: ROHANI, NASSER ROHANI, PARIVASH 550 AUBURN ST PORTLAND, ME 04103
Parcel Number: 029-013-000 CAMA Number: 029-013-000 Property Address: 10 GALWAY LN	Mailing Address: DENAULT, ANTHONY C DENAULT, MICHELLE K 10 GALWAY LN ELIOT, ME 03903
Parcel Number: 029-015-000 CAMA Number: 029-015-000 Property Address: 213 BEECH RD	Mailing Address: LOCKART, GARY W LOCKART, LINDA J 213 BEECH RD ELIOT, ME 03903
Parcel Number: 029-019-000 CAMA Number: 029-019-000 Property Address: 230 BEECH RD	Mailing Address: GRANITE STATE PIONEER LLC PO BOX 4201 PORTSMOUTH, NH 03802
Parcel Number: 029-020-000 CAMA Number: 029-020-000 Property Address: 178 HAROLD L DOW HWY	Mailing Address: PATHFINDER BUSINESS OFFICES LLC 33 CREEKVIEW DR ELIOT, ME 03903
Parcel Number: 029-021-000 CAMA Number: 029-021-000 Property Address: 182 HAROLD L DOW HWY	Mailing Address: IRVING OIL LIMITED ATTN: CORPORATE REAL ESTATE PO BOX 868 CALAIS, ME 04619
Parcel Number: 029-022-000 CAMA Number: 029-022-000 Property Address: 160 HAROLD L DOW HWY	Mailing Address: GROGAN, MICHAEL F GROGAN, DONNA J PO BOX 482 ELIOT, ME 03903
Parcel Number: 029-023-000 CAMA Number: 029-023-000 Property Address: 153 HAROLD L DOW HWY	Mailing Address: LAWRENCE, DAVID 21 LYNCH LN KITTERY, ME 03904

CAI Technologies

www.cai-tech.com

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

5/12/2020

Page 2 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 029-025-000 CAMA Number: 029-025-000 Property Address: 155 HAROLD L DOW HWY	Mailing Address: LETELLIER, MATTHEW HRS OR DEVS C/O ELIOT DONUTS LLC 369 LAFAYETTE ST HAMPTON, NH-03842
Parcel Number: 029-027-001 CAMA Number: 029-027-001 Property Address: 33 LEVESQUE DR	Mailing Address: M H PARSONS & SONS LUMBER CO WOODBRIDGE RD YORK, ME 03909
Parcel Number: 029-027-002 CAMA Number: 029-027-002 Property Address: 38 LEVESQUE DR	Mailing Address: ELIOT COMMONS SENIOR HOUSING LLC 470 FORE ST STE 400 PORTLAND, ME 04101
Parcel Number: 029-027-01A CAMA Number: 029-027-01A Property Address: 28 LEVESQUE DR	Mailing Address: SEA DOG REALTY LLC 86 NEWBURY ST PORTLAND, ME 04101
Parcel Number: 029-027-01B CAMA Number: 029-027-01B Property Address: 28 LEVESQUE DR #2	Mailing Address: CUMBERLAND FARMS INC ATTN TAX DEPT 185 FLANDERS RD WESTBOROUGH, MA 01581
Parcel Number: 029-029-000 CAMA Number: 029-029-000 Property Address: 150 BEECH RD	Mailing Address: YORK/CUMBERLAND MGMT CORP BARON PLACE LABRECQUE PROPERTY MANAGEMENT PO BOX 460 SEBATTUS, ME 04280-0460
Parcel Number: 029-033-000 CAMA Number: 029-033-000 Property Address: 11 GALWAY LN	Mailing Address: CANTRELL, PETER B CANTRELL, ANNETTE M 11 GALWAY LN ELIOT, ME 03903
Parcel Number: 029-037-000 CAMA Number: 029-037-000 Property Address: 220 BEECH RD	Mailing Address: PRIME STORAGE ELIOT LLC PO BOX 480 SARATOGA SPRINGS, NY 12866
Parcel Number: 029-038-000 CAMA Number: 029-038-000 Property Address: BEECH RD	Mailing Address: SMALL, CHRISTOPHER M 149 DEPOT RD ELIOT, ME 03903
Parcel Number: 030-001-000 CAMA Number: 030-001-000 Property Address: 235 HANSCOM RD	Mailing Address: GREEN, JONATHAN B GREEN, BRENDA 235 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-001-001 CAMA Number: 030-001-001 Property Address: 229 HANSCOM RD	Mailing Address: DODGE, SHIRLEY G 229 HANSCOM RD ELIOT, ME 03903
Parcel Number: 030-001-002 CAMA Number: 030-001-002 Property Address: 223 HANSCOM RD	Mailing Address: POLLOCK, CRAIG S 223 HANSCOM RD ELIOT, ME 03903

CAI Technologies

www.cai-tech.com

5/12/2020

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

Page 3 of 4



1000 foot Abutters List Report

Eliot, ME
May 12, 2020

Parcel Number: 030-001-003
CAMA Number: 030-001-003
Property Address: 217 HANSCOM RD

Mailing Address: DUFFY, JOHN R DUFFY, FLORA M
217 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-002-000
CAMA Number: 030-002-000
Property Address: 239 HANSCOM RD

Mailing Address: LEWIS, KENNETH E
113 BEECH RIDGE RD
YORK, ME 03909-5362

Parcel Number: 030-003-000
CAMA Number: 030-003-000
Property Address: 150 HAROLD L DOW HWY

Mailing Address: SHAPLEIGH, NANCY E
28 SANDY HILL LN
ELIOT, ME 03903

Parcel Number: 030-004-000
CAMA Number: 030-004-000
Property Address: 247 HANSCOM RD

Mailing Address: WILLIAMS, MICHAEL T WILLIAMS,
AMANDA M
247 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-005-000
CAMA Number: 030-005-000
Property Address: 255 HANSCOM RD

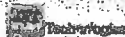
Mailing Address: VAN DISSEL, RONALD J REVOCABLE
TRUST RONALD J VAN DISSEL
TRUSTEE
255 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-006-000
CAMA Number: 030-006-000
Property Address: 263 HANSCOM RD

Mailing Address: WALLNER, CHRISTINE M
263 HANSCOM RD
ELIOT, ME 03903

Parcel Number: 030-044-000
CAMA Number: 030-044-000
Property Address: 281 HANSCOM RD

Mailing Address: GARUFO, GIAN
9884 W89TH WAY
WESTMINSTER, CO 80021

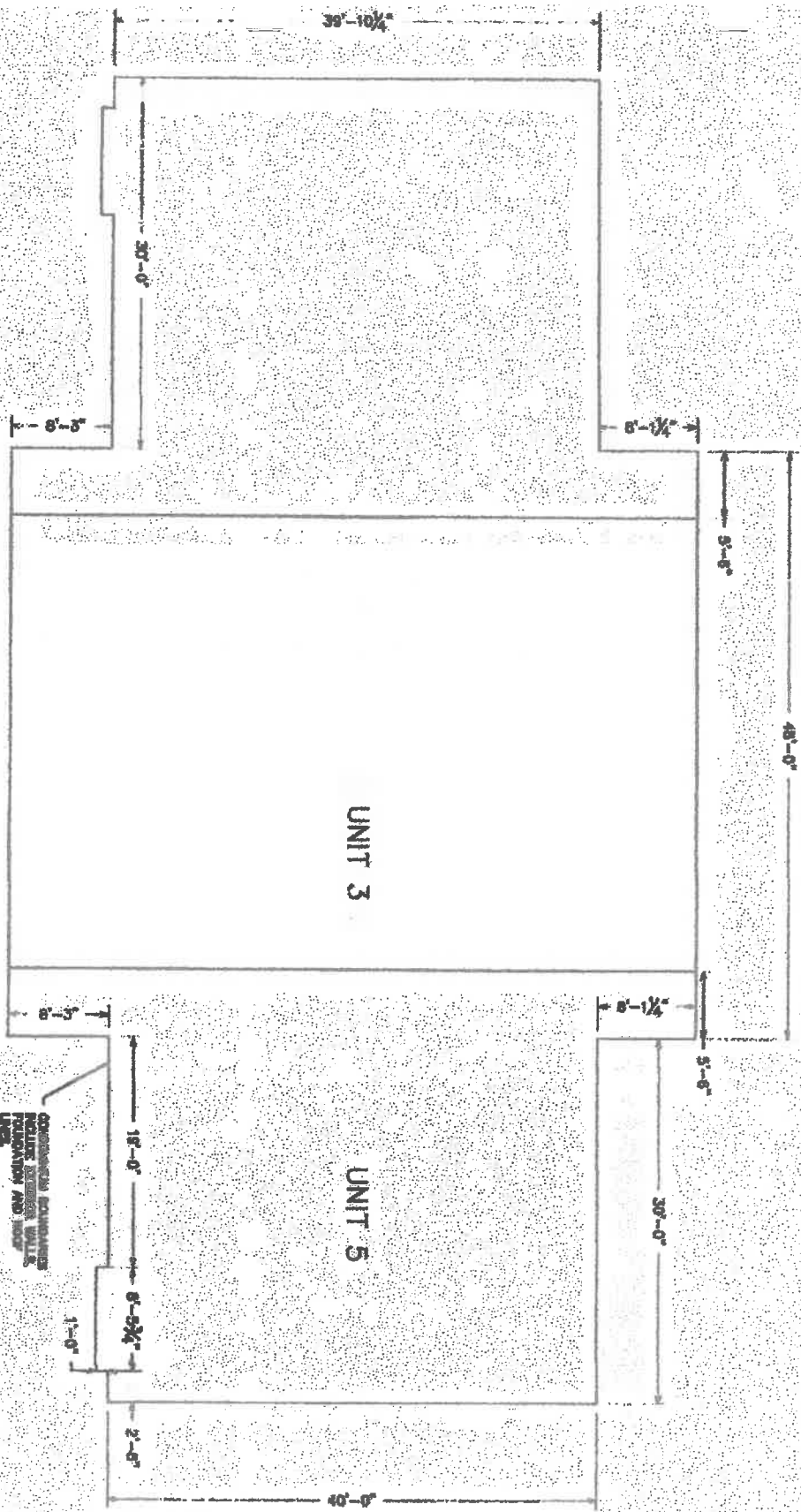


www.gat-tech.com

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

5/12/2020

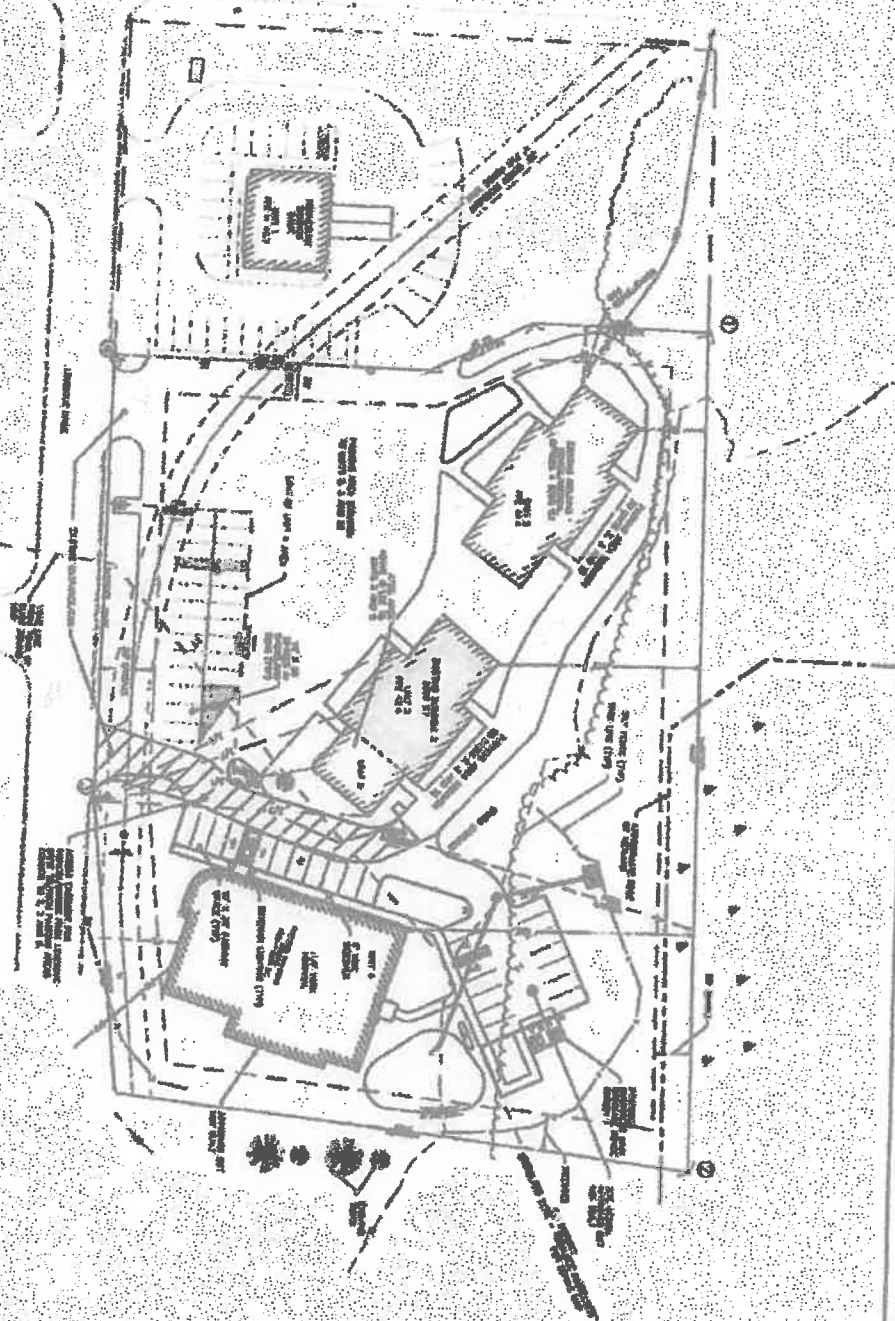
Page 4 of 4



UNITS 3 AND 5 LAYOUT

DOW HIGHWAY (ROUTE 238)

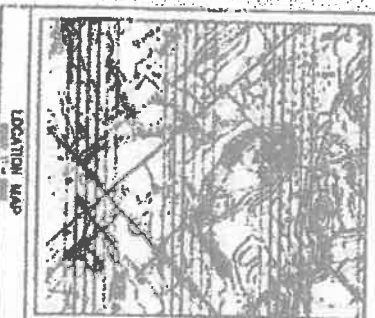
ELIOT COLONNS



NO.	DESCRIPTION	DATE	BY	FOR
1	PRELIMINARY	10/1/88	J. J. HARRIS	FOR REVIEW
2	REVISED	10/1/88	J. J. HARRIS	FOR REVIEW
3	REVISED	10/1/88	J. J. HARRIS	FOR REVIEW
4	REVISED	10/1/88	J. J. HARRIS	FOR REVIEW

LEGEND

Proposed Building	---	Proposed Road	---
Existing Building	---	Proposed Utility	---
Proposed Parking	---	Proposed Landscaping	---
Proposed Fencing	---	Proposed Signage	---
Proposed Site	---	Proposed Water	---
Proposed Storm	---	Proposed Sewer	---
Proposed Gas	---	Proposed Electric	---
Proposed Telephone	---	Proposed Cable	---
Proposed Fire	---	Proposed Other	---



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

INDEX OF SHEETS

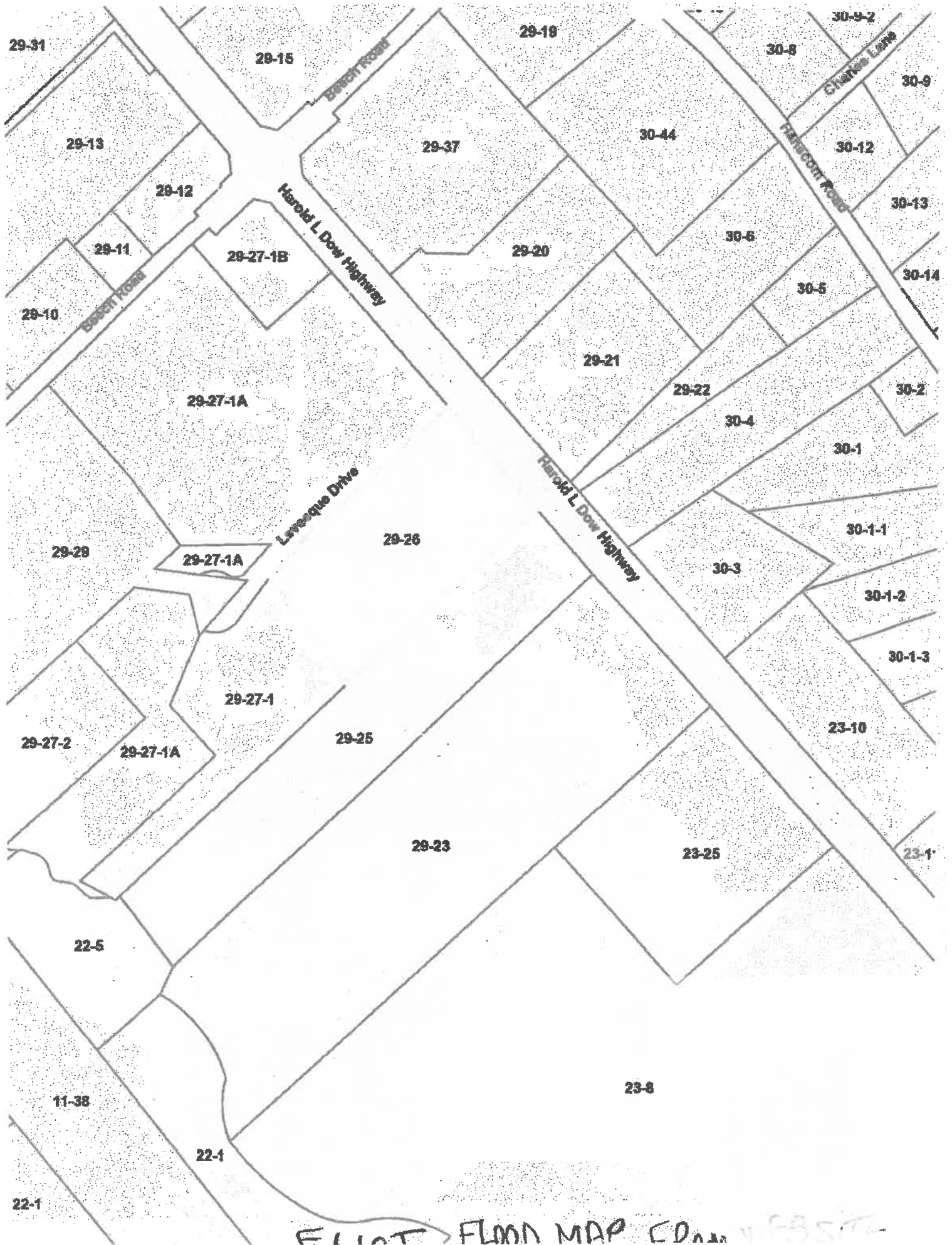
Sheet 1 - General Notes - SEE DRAWING

REFERENCES

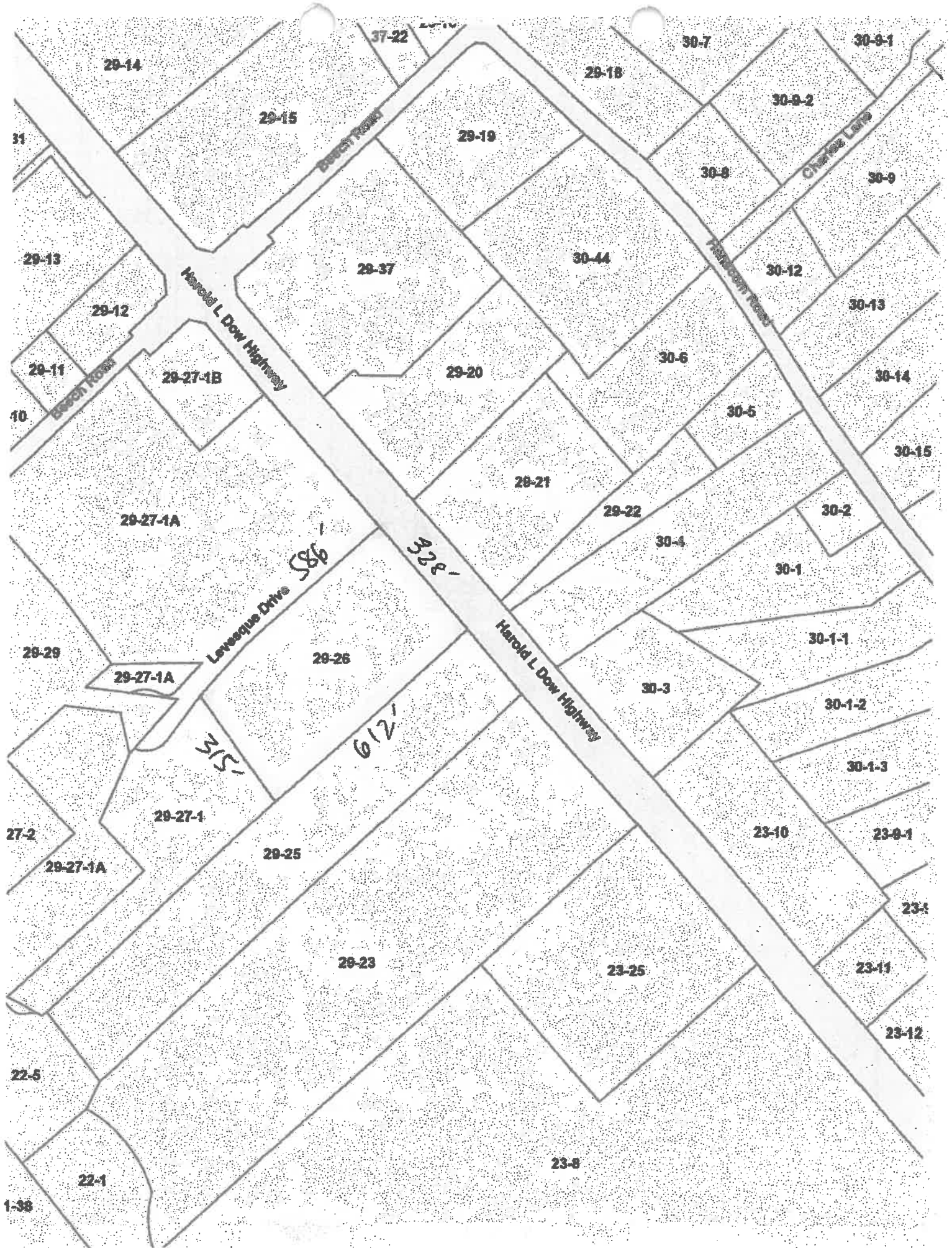
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

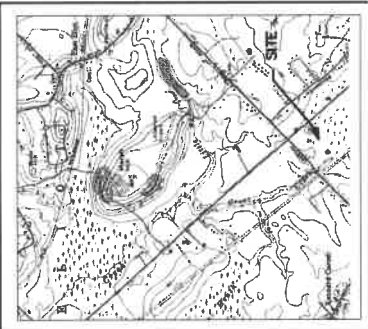
CONDOMINIUM PLAT
ELIOT COLUMNS PROFESSIONAL PARK
 LENSQUITE DRIVE, ELIOT, MAINE
 ELIOT COLUMNS PROFESSIONAL PARK
 ELIOT, MAINE 05002

ATTORNEY ENGINEERING INC.
 100 MAIN STREET
 ELIOT, MAINE 05002



PLAT FLOOR MAP ED. 11.11.11





LOCATION MAP
SCALE 1" = 200'

- GENERAL NOTES**
1. THIS PLAN SET IS INTENDED TO BE SUBMITTED TO THE TOWN OF ELIOT FOR A CONDOMINIUM PLAN FOR UNITS 3 AND 5 OF THE ELIOT COMMONS PROFESSIONAL PARK.
 2. SEE SHEET 2 FOR TYPICAL UNIT DIMENSIONS FOR BUILDINGS 1 AND 2.
 3. SEE REFERENCE 2 FOR THE MOST RECENT APPROVED SITE/SUBDIVISION PLANS FOR THIS PROJECT.
 4. UNITS DEPICTED ON THIS PLAN ARE CONSIDERED COMMERCIAL BUSINESS AND PROFESSIONAL OFFICES AS SHOWN IN THE TOWN OF ELIOT ZONING ORDINANCE.
 5. THE PLAN SET IS INTENDED TO BE SUBMITTED TO THE TOWN OF ELIOT FOR A CONDOMINIUM PLAN FOR UNITS 3 AND 5 OF THE ELIOT COMMONS PROFESSIONAL PARK.
 6. UNIT 3E LINES REPRESENT THE LOCATION OF THE OUTER UNIT FENCING IN RELATION TO THE NOTED PROPERTY CORNER.

INDEX OF SHEETS

SHEET 1 - CONDOMINIUM PLAN - UNIT FLOOR PLAN
SHEET 2 - CONDOMINIUM PLAN - UNIT FLOOR PLAN

REFERENCES

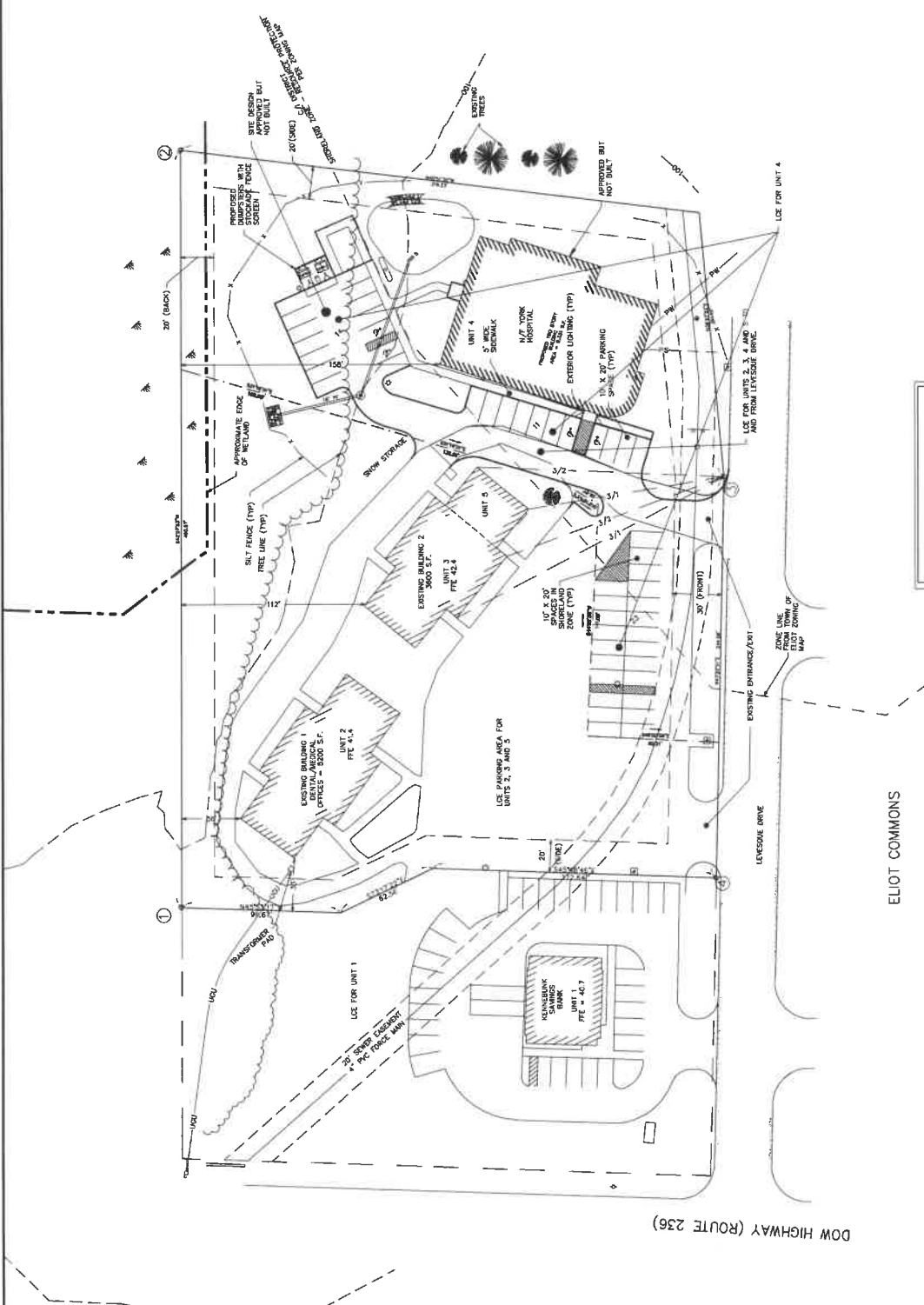
1. "AS-BUILT" ELIOT COMMONS, ROUTE 236, ELIOT, MAINE, PREPARED BY RICHARD A. MAHARRHOE, CAPT. ELIZABETH, ME, DATED JANUARY, 1988, REVISED 3/21/98.
2. "AS-BUILT" ELIOT COMMONS, ELIOT, MAINE, PREPARED BY ATTAR ENGINEERING, ELIOT, MAINE, DATED 06/17/2008.

OWNER OF RECORD/
DEVELOPER
ROBERT H. KLUNE, M.D.
ELIOT COMMONS PROFESSIONAL PARK
ELIOT, MAINE 03903

**CONDOMINIUM PLAN
ELIOT COMMONS PROFESSIONAL PARK
LEVESQUE DRIVE, ELIOT, MAINE**

FOR: ROBERT H. KLUNE, M.D. & HANSELL C. KINGSTON, D.D.D.
ELIOT COMMONS PROFESSIONAL PARK
ELIOT, MAINE 03903

ATTAR ENGINEERING, INC.
128 STATE ROAD, ELIOT, MAINE 03903
PHONE: (207) 439-8923 FAX: (207) 439-2128
WWW.ATTAR-ENG.COM
DATE: 04/05/2019
JOB NO: E108-19 CAD FILE: ELOT CON PLAN SHEET 1 OF 2



LEGEND

EXISTING CONTOUR	---
FINAL CONTOUR	---
WETLAND BOUNDARY	---
UTILITY POLE	---
PIP WATER	---
PIP SEWER	---
CATCH BASIN	---
SEWER MANHOLE	---
EXISTING EDGE OF PARCELS	---
STORMWELL	---
SILTATION FENCE	---

UNIT	REFERENCE POINT	BUILDING CORNER	BEARING	DISTANCE
3	R3	1	75° 31' 47.84" N	183.88'
	R3	2	167° 50' 36.24" W	140.55'
5	R3	1	157° 09' 50.10" W	120.69'
	R3	2	145° 28' 42.62" N	150.48'

STATE OF MAINE
ELIOT COUNTY REGISTRY OF DEEDS
ATTEST: _____ AND RECORDED IN
PLAN BOOK _____ PAGE _____

REGISTER



New Hampshire DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

EXPIRES DATE

11/07/2020

IDENTIFICATION CENTER

NH 10916290



FAMILY NAME
SYLVESTER

GIVEN NAME
GUY B

610 HOMERSTEAD LN
BRENTWOOD, NH 03833

SEX
M

HT
6'-00"

WT
185 lb

HAIR
BRN

EYES
BRN

SEX
M

HT
6'-00"

WT
185 lb

HAIR
BRN

EYES
BRN

EXPIRES DATE

05/11/2020

EXPIRES DATE

05/12/1956

CLASS D

RESTRICTIONS
NONE

RESTRICTIONS
NONE

G. Sylvester



CATLAB, LLC Security System Plan



(1) Address: 17 Levesque Dr. Eliot Maine.

(2) Security System, (To Follow PRELIMINARY DRAFT OF THE RULES GOVERNING MAINE'S ADULT USE MARIJUANA PROGRAM):

- (A) Video security system:
 - 1. Inside the front and back entrance
 - 2. Outside the front and back entrance
 - 3. Inside the login area.
 - 4. Viewing of the storage refrigerators.
 - 5. Viewing of the waste storage area.
 - 6. Camera Resolution; minimum of 720 pixels.
 - 7. Internet protocol compatible.
 - 8. All cameras must record 24/7 at a minimum of 15 frames per second.
 - 9. Security Surveillance system must be secured at all times or another manner to protect from employee tampering.
 - 10. All videos are subject to inspection and available to any Department or law enforcement officer. Copies submitted upon request.
 - 11. Storage of recordings must be kept for 90 days.
 - 12. A list of employees with access to the video recordings and procedures shall be kept by owner.



CATLAB, LLC Security System Plan



- (B) Motion Security:
 - 1. (3) Internal common area.
 - 2. (11) One in each room with an exterior window.
- (C) Front & Back Door contact sensed alarms, (plus attic hatch).
- (D) Front & back door keypad entry to identify each person entering and exiting the building
- (E) All systems are monitored and recorded with backup. Saved for 90 days
- (F) All systems are alarmed and are tied into the alarm security company and Eliot Police Department.
- (G) Security System Closet



CAT LAB, LLC Security System



Location:

17 Levesque Dr, Eliot, ME

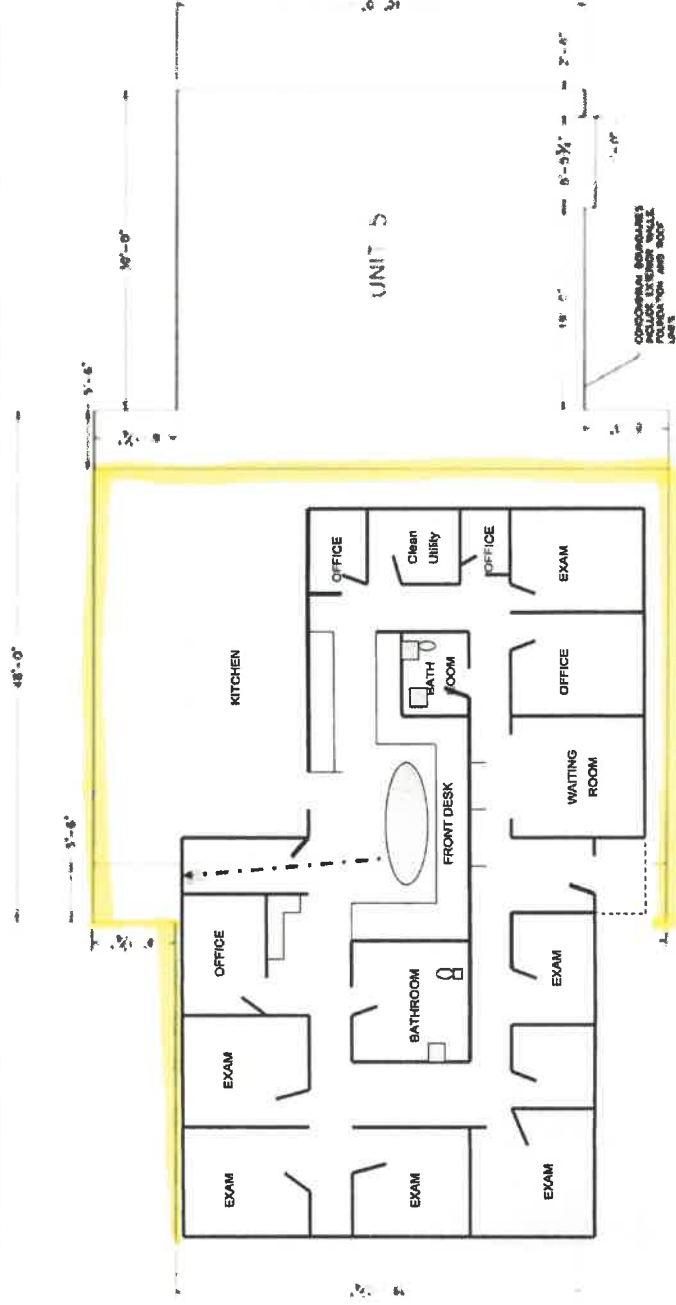
**Former doctor's office with
several exam rooms, etc.**

**Plans for a commercial
Cannabis Testing Facility**

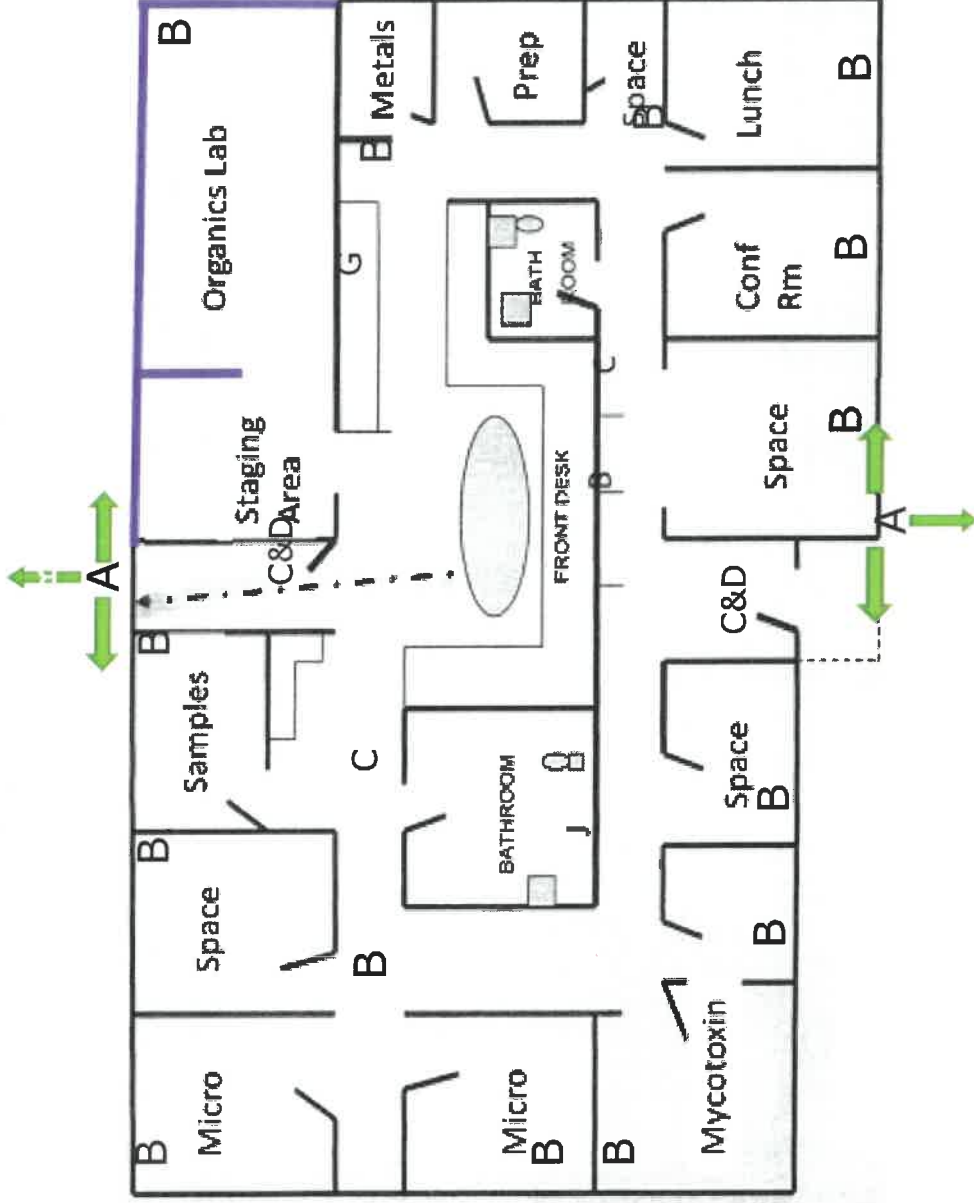
Building size is ~3600 sq.ft.



CAT LAB, LLC Building Layout



Current layout is an example, as the building is under contract. However, the system components listed on page (1) are currently accurate for presentation purposes.



CAT LAB, LLC Security System Signature Page



Print Name: Guy Sylvester CEO & Owner/Operator

Signature: _____

Print Name: Lt. Elliot Moya Chief of Police, Eliot Maine

Signature: _____

The presentation for the Security System at 17 Levesque Dr. Eliot Maine is a close example of the intent for the security system discussed between Mr. Guy Sylvester and the Chief of Police Lt. Elliot Moya. It is also agreed between parties that the system will be more accurately presented and installed prior to operations beginning and after occupancy has been granted. July 16, 2020, (Guy Sylvester)



OFFICE OF MARIJUANA POLICY

MAINE ADULT USE MARIJUANA
PROGRAM



This certifies that

CATLAB, LLC
MTF368

has been issued a **CONDITIONAL** license as a **MARIJUANA TESTING FACILITY** under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

ISSUED ON
06/26/2020


DIRECTOR
OFFICE OF MARIJUANA POLICY
MAINE ADULT USE MARIJUANA PROGRAM

EXPIRES ON
06/25/2021

**NOTE: THIS IS NOT AN ACTIVE
LICENSE**

To make a complaint about this licensed Adult Use Marijuana Establishment:
Email: Licensing.OMP@maine.gov

The Conditional License for MTF368 has been issued based on the following organizational structure:

Principals:

GUY S. SYLVESTER, OFFICER

Owners:

100.00% - GUY SYLVESTER

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 Marijuana 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.

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM
(Remote Meeting)

1 **Quorum noted**

2

3 **A. 5:30 PM:** Meeting called to order by Chairperson Donhauser.

4

5 **B. Roll Call:** Mr. Donhauser, Mr. Orestis, and Mr. McPherson.

6

7 **Absent:** Mr. Lytle (excused).

8

9 **C. Pledge of Allegiance recited**

10

11 **D. Moment of Silence observed**

12

13 Tonight's moment of silence was in recognition of all those who have passed
14 away from the pandemic.

15

16 **E. Public Comment:**

17

18 **5:31 PM** Mr. Donhauser said that the Selectmen received two letters this past week, one of
19 which is from Mr. and Mrs. Bough and one from Ms. Cerabona, all of which are
20 residents. I was very disappointed that they had to bring this before us. One of the
21 former Select people, a person who has been on the SB in the past, has apparently
22 made disparaging remarks in the social media arena. My purpose in talking about
23 this is just to remind all persons that disparaging remarks towards any individual
24 is unacceptable. The disparaging remarks were aimed at Ms. (Lydia) Goodwin,
25 who is the Director of our public library. There were also gross generalizations on
26 whether or not William Fogg Library does, or does not, enhance our community,
27 as a whole, and I think that's really counterproductive and can mislead the voter. I
28 don't think that's a necessary discussion in the public forum that we need to say
29 whether...some people feel it enhances, some people don't. The library provides
30 many services to many people, young and old, that may seem irrelevant to those
31 who do not seek its services. My Point in this whole conversation is that I would
32 like to acknowledge receipt of those letters from those individuals and ask that
33 any disparaging remarks towards any other individual in the Town should not
34 happen; that it's only counterproductive.

35

36 **F. Approval of Minutes of Previous Meeting(s)**

37

38 **5:33 PM** Motion by Mr. Donhauser, second by Mr. McPherson, to approve the minutes of
39 June 25, 2020, as written.

40

41 **Roll Call Vote:**

42

43 **Mr. Donhauser – Yes**

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

44 **Mr. Orestis – Abstained (not present for meeting)**
45 **Mr. McPherson - Yes**

46
47 **Unanimous vote to approve motion.**

48
49 **Motion by Mr. Donhauser, second by Mr. Orestis, to approve the minutes of**
50 **June 18, 2020, as written.**

51
52 **Roll Call Vote:**

53
54 **Mr. Donhauser – Yes**
55 **Mr. Orestis – Yes**
56 **Mr. McPherson - Yes**

57
58 **Unanimous vote to approve motion.**

59
60 **G. Department Head/Committee Reports**

61
62 **5:35 PM 1) Employee Recognition Program**

63
64 Mr. Lee said that the SB and I believe we have excellent staff and that they don't
65 get enough recognition. To that end, I tried to form an Employee Recognition
66 Program wherein each department would nominate one of their own to be
67 considered for a random drawing for our Employee Recognition Program each six
68 months – June and December. The Fire Department did not nominate anyone and,
69 unfortunately, the ECSD has everyone furloughed, so they did not. From the
70 Police Department, Officer Ryan Mazur, was selected as their employee to be
71 recognized and congratulated Officer Mazur for that. Among the administrative
72 staff, Wendy Rawski and Kristina Goodwin, who sadly has moved on to a
73 different job. Ms. Goodwin received 3 votes, and the highest vote-getter among
74 admins, so I want to congratulate Officer Mazur, Ms. Rawski, and Ms. Goodwin
75 for being nominated. The one that was drawn from the hat was the Public Works
76 crew. They did not nominate one of their own, they said that no one person is any
77 more important than any other one; that they nominated their entire crew and they
78 received the recognition, for this six-month period, as being the outstanding
79 employees. So, congratulations to the Public Works Department and displayed a
80 Certificate of Recognition Plaque and said that we have a \$200 cash prize for the
81 folks at the Public Works Department that you guys can do a little something fun
82 for yourselves and enjoy being recognized for your hard work for the Town. I
83 know a lot of people really appreciate our Public Works Department

84
85 Mr. Robinson said that I appreciate everything from everyone on the Board. I
86 don't feel as though we are more important than any other department in this

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

87 Town. We try our best and, if we can see fit to do it, I'd like to take this \$200 and
88 have an all-department employee cookout or something and just have everybody
89 get together. That's what I'd like to do with it and I'm sure everyone in the
90 department would feel the same way. We don't get together enough, all of us
91 together, and I think it would just be a good time. Thank you very much.

92
93 **5:38 PM** Mr. Lee asked Chief Moya to let Officer Mazur know how pleased we are that he
94 was nominated. He's relatively new to the department but he must be a real
95 standout.

96
97 Chief Moya said that he is. He continues to impress us every day. Especially if
98 you get to talk with him, he always has a good fun fact. He's been a great
99 addition.

100
101 Mr. Donhauser congratulated the Public Works Department and encouraged all
102 departments to put names in, again.

103
104 **5:40 PM** **2) Appointment of Michelle Meyer to Aging-in-Place Committee**

105
106 Mr. Donhauser invited Ms. Meyer to speak.

107
108 Ms. Meyer thanked the SB for having me here on the Zoom call and considering
109 my application. As you know, I spend quite a bit of time up in Augusta
110 representing District #2, which is all of Eliot and some parts of South Berwick
111 and Kittery. I sit on the Health and Human Services Committee where we
112 consider quite a bit of legislation around Maine seniors. I think my work up there
113 can be informed by my participation and knowledge of what our Eliot seniors are
114 experiencing. Where some of the gaps are in some of the services and what I
115 might be able to introduce for legislation up there that could benefit the seniors in
116 our Town. Conversely, I could bring back to the committee, and to the seniors
117 aging in place, here in our Town, news of what is happening in Augusta.
118 Sometimes it just doesn't trickle back to our communities a lot of the good work
119 that we're doing. Things like removing some really unfair asset testing so that
120 some seniors on fixed incomes, low incomes, can tap into various programs. We
121 had one bill in front of us, and lots of testimony from Maine seniors, about how
122 they would have a small kitty, a small account of money that they would use to
123 give gifts to their grandkids or they would save for car repair or a new roof, and
124 that would be counted against them when they would be applying, for example,
125 for a fuel assistance program. So, we removed some of those unfair asset tests and
126 I'm not quite sure that that kind of information trickles back to the municipal
127 levels. I feel like I can provide that conduit to Eliot seniors.

128
129 Mr. Donhauser said wonderful.

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172

Mr. Lee said that I would like to recognize Ms. Meyer for introducing legislation, that went through the legislature, that would allow us to do elderly daycare where previously, with TIF money, you could not do elderly daycare, only child daycare. As we got thinking about the needs in our community, that was one of the things the previous administration, myself, and this administration all agree upon. Ms. Meyer managed to get that done for us so that the TIF law now allows that as an economic stimulus. So, if your parents are being taken care of during the day, you can go out and work and not have to worry about them.

Mr. Donhauser moved, second by Mr. Orestis, that the Select Board appoint Ms. Michelle Meyer to the Aging-in-Place Committee.

Roll Call Vote:

Mr. Donhauser – Yes
Mr. Orestis – Yes
Mr. McPherson - Yes

Unanimous vote to approve motion.

5:43 PM

Mr. Lee said that I was just informed that the AIP Committee, who had put in for a grant (\$5,000) for five benches down at the Boar Basin, received the grant. Nice work by the AIP putting in a grant to the AARP and getting \$5,000 to enhance the leisure opportunities at the Boat Basin for our seniors.

Mr. Orestis asked Mr. Lee is he is keeping track of how much they've gotten in grants. I feel like that committee is just scooping up every single grant they can possibly find, which is fantastic.

Mr. Lee agreed. I'm not sure of the exact amount but I think this is their third grant in two years

5:45 PM

3) Appointment of Election Clerks

Mr. Lee said that, with the appointment of the other election clerks, I received an updated version of who Ms. Rawski is seeking to have appointed and read the list of additional nine names.

Mr. Orestis moved, second by Mr. McPherson, that the Select Board appoint the names, as read.

Roll Call Vote:

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215

Mr. Donhauser – Yes
Mr. Orestis – Yes
Mr. McPherson - Yes

Unanimous vote to approve motion.

H. Administrative Department

1) Town Manager Report(s)

Mr. McPherson had a comment on Line #9. Mr. Lee wrote a letter to the Cowland's and I don't know if anybody has noticed, when they pull into the Town Hall driveway, but the stone wall that borders my house, Mr. Doherty has put in well over weeks' worth of labor into it and Ton and Cindy and Veronique donated those flowers, all daylilies. Tom Cowland used to teach at Marshwood High School. It was a very generous donation and I just wanted to publicly thank all three of them for that.

5:47 PM a. COVID-19 Grant \$61,980

Mr. Donhauser said that we had good news in that the Town of Eliot was awarded a grant under COVID-19 of \$61,980.

Mr. Lee said that the Fire Chief took the lead on this regarding Town actions around additional election costs and managing the Boat Basin. We put in a grant for \$66,000 and the next step is to break that down more finely, as they only wanted general numbers to apply. This money covers the period from June 8 to October 30. Prior to June 8, we did spend a fair amount of money on COVID preparation and that will be reimbursable through FEMA. FEMA usually reimburses 75%, the State 15%, and we pick up 10% but, as I understand it, the CARES Act will now allow the State to pick up the full 25%. So, if we do get the FEMA money and I have every expectation that we will, it looks like that will be an entirely grant-based award and we won't even have a local match.

5:49 PM b. Closure of Town Office on July 14th Election Day (No Correspondence)

This request is because all Town clerks will be at the polls and would effectively only leave two ladies in our office; that that's not really safe and they can't manage the door. They would have to take paid time off but we are looking for permission to close the Town office.

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

216 It was the **consensus of the Select Board** to close the Town office July 14th -
217 Election Day.

218
219

220 **5:52 PM 2) Frost Tufts Lighting Bid – No Bids (No Correspondence)**

221

222 Mr. Lee said that we found out, as electricians got back to us, that the gear the
223 engineer specified for us is hard to come by, very expensive, and requires people
224 to be flown in to program it. That is not what we need at Frost Tufts Park. I am
225 working with the company OnTarget to see if they can find equivalent specified
226 lighting fixtures and control components and bring this in at a reasonable price. I
227 did want to follow up that bids did go out, none came back, and we are still
228 moving forward. Right now, I'm trying to sole source with OnTarget to bring this
229 thing in at cost or at least have them specify some different equipment and maybe
230 put it back out to some local electricians, as well as them, and re-bid the whole
231 thing.

232

233 **5:54 PM 3) Approve Warrants**

234

235 **Mr. Donhauser moved, second by Mr. Mr. McPherson, to approve A/P**
236 **Warrant #142 in the amount of \$14,972.94, dated June 18, 2020; A/P**
237 **Warrant #144 in the amount of \$269,958.69 dated June 2020.**

238

239 **Roll Call Vote:**

240

241 **Mr. Donhauser – Yes**

242 **Mr. Orestis – Yes**

243 **Mr. McPherson - Yes**

244

245 **Unanimous vote to approve motion.**

246

247 **I. New Business:**

248

249 There was no new business.

250

251 **J. Old Business:**

252

253 **5:56 PM 1) Capital Improvement Committee (Combined) Draft By-laws (2nd Reading)**

254

255 This will be added to the next meeting agenda to give the SB time to review and
256 send feedback before approving.

257

258

Draft SELECT BOARD MEETING
July 9, 2020 5:30PM (continued)
(Remote Meeting)

259 Mr. Donhauser asked Mr. Lee to bring the public up-to-date on the new
260 administrative union that is forming.

261
262 **5:57 PM** Mr. Lee said that we had been negotiating and came to a standstill over some
263 negotiated items, both feeling we should go to a mediator to resolve the remaining
264 issues. Then COVID set in in earnest and we really couldn't get a mediator to
265 come live to do the mediation. Right now, it is in a holding pattern until we can
266 get some State Labor Board mediator to become available to us. He added that it
267 is his understand that that is happening to all mediation disputes right now.

268
269 **K. Selectmen's Report:**

270
271 **1) Seeking Committee Members**

272
273 The SB continues to seek members for various Town committees.

274
275 There were no Selectmen's reports tonight.

276
277 **L. Executive Session**

278
279 There was no executive session.

280
281 **M. Adjourn**

282
283 There was a motion and second to adjourn the meeting at 5:59 PM.

284 **VOTE**

285 **3-0**

286 **Motion approved**

287
288
289 **Respectfully submitted,**

290
291 **Ellen Lemire, Recording Secretary**

292
293
294
295
296

Mr. Richard Donhauser, Chair

297
298 **Date approved:**
299

300



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use Local Authorization Form

This Local Authorization Form must be completed by the proposed municipality or the Maine Land Use Planning Commission. The authorized local official responsible for completing this Form must forward the Form and **all required attachments** to the Office of Marijuana Policy at Licensing.OMP@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 Marijuana Policy to discuss the local authorization process and OMP's expectations for completion of this Form, please contact Tracy Jacques, Director of Licensing, at Licensing.OMP@maine.gov or (207) 530-7389 prior to filling it out.

Section 1: License Information. Information generated by the Office of Marijuana Policy.				
Business Legal Name: CATLAB, LLC	Business DBA:	Conditional License Number: MTF368		
License Type: MARIJUANA TESTING FACILITY				
Mailing Address: 17 LEVESQUE DR ELIOT, ME 03903-2064		Facility Phone: +1 (603) 966-6791		
		Primary Contact Person: GUY S SYLVESTER		
		Primary Contact Email: guys@catlabllc.com		
Section 2: Marijuana Establishment and Local Authorization Information. This section to be completed by the Municipality/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 #:		
Date Local Authorization Request Received by Municipality/Maine Land Use Planning Commission:		Date Local Authorization Approved by Municipality/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 Maine Land Use Planning Commission, complete Section 4.				
Section 3: Local Authorization of Marijuana 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 marijuana establishment in municipality prohibited unless authorized by municipal ordinance or warrant article. A person seeking to operate a marijuana establishment within a municipality may not request local authorization to operate the marijuana 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 marijuana establishments within the municipality, including the type of marijuana 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 marijuana establishment within the municipality unless the following questions are answered in the affirmative.
1. Is the marijuana 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 marijuana 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 marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana 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 3(c): Local authorization required for operation of marijuana establishment within municipality. A person may not operate a marijuana 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 marijuana 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 Marijuana Policy's issuance of an active license. The Office of Marijuana 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 Marijuana 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 Marijuana Establishments within Towns, Plantations and Townships in the Unorganized and Deorganized Areas. This section to be completed by the Maine Land Use Planning Commission in receipt of request for Local Authorization.
Section 4(a): Request for local authorization to operate marijuana 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 marijuana 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 marijuana establishments within the town or plantation, including the type of marijuana 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 marijuana establishments within the township, including the type of marijuana 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 Maine Land Use Planning Commission may not certify to the Department local authorization of a marijuana 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 marijuana establishment proposed to be located equal to or less than 1,000 feet of the property line of a preexisting public or private school? If the Maine Land Use Planning Commission prohibits the location of marijuana 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 marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana 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 marijuana establishment in town, plantation or township in unorganized and deorganized areas. A person may not operate a marijuana 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
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

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 marijuana 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 Marijuana Policy's issuance of an active license. The Office of Marijuana Policy encourages the Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No

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 Marijuana Policy encourages Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No

Statutory Guidance for Municipalities/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 marijuana 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 Marijuana 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 marijuana establishment.

The completed Maine Adult Use Local Authorization Form can be emailed to the Office of Marijuana Policy at Licensing.OMP@maine.gov or sent to Office of Marijuana Policy, 162 State House Station, Augusta, ME 04333-0162.

Municipality/LUPC Representative

Legal Name and title of Municipality/LUPC Representative:	City:	County:
---	-------	---------

I hereby affirm and acknowledge that the information above is truthful and complete to the best of my knowledge.

Signature of Municipality/LUPC Representative (Do not sign until witnessed by notary):	Date:
--	-------

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

