

City of Biddeford
Planning Board
May 31, 2023 6:00 PM City Hall
Council Chambers, & Zoom
<https://biddeford.zoom.us/j/93681366792?pwd=TEo2bjJBTytsVExleDFTSFF4L1paQT09>
Webinar ID 936 8136 6792 Passcode 608027

STATUS: Planning Board Meeting, Wednesday, May 31, 2023 6:00 PM, Council Chambers & Zoom

- 1. PLEDGE OF ALLEGIANCE**
- 2. DECLARATION OF QUORUM/VOTING MEMBERS**
- 3. ADJUSTMENTS TO THE AGENDA**
- 4. PLANNER'S BUSINESS**
- 5. CONSENT AGENDA**
 - 5.A. Approve both sets of Meeting Minutes from May 17, 2023
[PB Minutes 051723-Site Walk-Draft.pdf](#)
[Planning Board 051723 DRAFT.pdf](#)
- 6. UNFINISHED BUSINESS**
- 7. NEW BUSINESS**
 - 7.A. 2023.21 Public meeting and take comments regarding a Preliminary Site Plan Conditional Use Application for True Storage to redevelop Building 36 into a self-storage facility at 32 Main Street (Tax Map 71, Lot 10-5) in the MSRD 3 zone.
[2023.21 True Storage Preliminary Report 1 DCMG.pdf](#)
[2023.06 HPC 32 - 40 Main Street Building 36 COA.pdf](#)
[Financial Capacity Letter_Biddeford ME_3.15.23.pdf](#)
[Pepperell Mill Building 36 - Self Storage - Site Plan Application Package 3.15.23.pdf](#)
[Architectural Renderings 3-15-23.pdf](#)
[Pepperell Mill Building 36 - Self Storage Civil Plans 3.15.23.pdf](#)
[3-15-23.pdf](#)
[Traffic Memo 3-15-23.pdf](#)
 - 7.B. 2023.10 Public Meeting and take comments regarding Master Parking Plan for the Pepperell Mill Development, LLC. The plan will encompass the entire Pepperell Mill Campus.
[2023.10 Pepperill Mill Parking Master Plan Planners Report ONE 5-9-2023.pdf](#)
[1 2015.34 The Mills at Pepperell MP Final NOD 100715.pdf](#)
[2 Mill Master Plan 09-02-2015 Planning Board Meeting.pdf](#)
[3 2015.34 The Mills at Pepperell MP FOF.pdf](#)
[4 2015.17 Laconia House Bldg 11 Reapproval NOD 080316.pdf](#)
[5 Tansley Email to Higgins 1-31-20.pdf](#)
[6 Tansley to Higgins Parking Update 3-31-20.pdf](#)
[7. Follow Up from Tansley 4-7-20.pdf](#)
[8 Letter to Higgins from Galbraith 3-2-23.pdf](#)
[Pepperell Mill Parking Planning Submission 5.3.23.pdf](#)

- 7.C. 2023.24 Discussion of the proposed "Back Lot" ordinance in preparation to send it to the City Council.

8. OTHER BUSINESS

9. ADJOURN

The Board reserves the right to halt official business at 9:30 p.m. Items not heard at tonight's meeting shall be rescheduled to the next meeting of the Board. All materials pertaining to items on the agenda are available for public review at the Biddeford Planning Department, second floor, Biddeford City Hall during normal business hours.

MEETING MINUTES

DRAFT

City of Biddeford

Planning Board

May 17, 2023 4:30 PM 1 Diamond Street

STATUS: Site Walk at 1 Diamond Street, 4:30 PM Wednesday, May 17, 2023

In attendance: Larry Patoine (Chair), Susan Deschambault, Roch Angers, Sean Tarpey, Alexa Plotkin, Stephen Beaudette (Alternate Member)

Staff Present: Greg Mitchell, David Galbraith, Eric Freeman & Nan Whitten

- 1. OPENING OF MEETING** - *Chairman will greet any guests to the site walk and introduce the person conducting the site walk. Chairman will briefly go over site walk Rules of Conduct.*

Craig Burgess led the Planning Board on a Site Walk of the 1 Diamond area.

- 2. ADJOURN**

Planning Board Chair

Date

Meeting Minutes are not intended to be verbatim.

MEETING MINUTES
DRAFT
City of Biddeford
Planning Board
May 17, 2023 6:00 PM City Hall
Council Chambers, & Zoom

STATUS: Planning Board Meeting, Wednesday, May 17, 2023 City Council Chambers & Zoom

Meeting was brought to order at 6:00 PM

1. PLEDGE OF ALLEGIANCE

2. DECLARATION OF QUORUM/VOTING MEMBERS

In Attendance: Larry Patoine, Chair, Susan Deschambault, Roch Angers, Sean Tarpey, Alexa Plotkin & Stephen Beaudette (Alternate Member)

Staff Present: Greg Mitchell, David Galbraith & Nan Whitten

3. ADJUSTMENTS TO THE AGENDA

- Item 7E has been rescheduled to June 7, 2023
- Item 7F will be presented on May 31, 2023

4. PLANNER'S BUSINESS-None

5. CONSENT AGENDA

5.A. Approval of Meeting Minutes from May 3, 2023

MOTIONS: 6:03PM

Roch Angers-Motion-To accept the Meeting Minutes for May 3, 2023 as written.

Plotkin-Second-with the amendment of adding the word "not" to her suggestion for Hidden Hills

Motion passed unanimously

6. UNFINISHED BUSINESS-None

7. NEW BUSINESS

7.A. 2023.29 Sketch Plan Application for One Diamond Development, LLC to construct 477 residential units, multi-unit buildings and commercial space at 1 Diamond Street (Tax Maps 40 & 37, Lots 25-1,25-2,24,25,34 & 35) in the B1 & GD1 and in the shoreland overlay zone.

- David Galbraith, City Planner, introduced the project and spoke of the site walk we just attended.
- Craig Burgess of Sebago Technics presented the project.
- The project team consists of Sebago Technics, SW Cole, SMRT & St. Germaine.
- The site consists of 18.2 acres, 7 parcels and 2100 feet along the river.
- The project will be done in 3 phases.
- Phase 1 will have residential units in buildings A & B.
- All roads in the development will remain private.
- The Riverwalk will be part of phase I. It will be completely paved so that the City can maintain it year round.
- The project will have 4 pocket parks.

- All infrastructure improvements will be done in Phase I.
- Phil Chaney from SMRT spoke as architect of the project.
- Buildings A & B will be the Gateway to the Development
- The applicant showed a plan demonstrating the additional green space there would be if a 10% parking waiver was granted.
- There were no public comments
- Ms Plotkin asked about the amount of open space as the JDA states they need 2 acres at least. Mr. Burgess answered that there is 3 acres of open space, 4 with the parking waiver.
- Mr. Angers asked about the parking garage that was on the original plan. The development has changed and there will now be under story parking for all buildings.
- Mr. Angers also voiced his concern about people using the private roads as a cut through and it becoming dangerous. The developer will look at traffic calming measures.
- Each phase stands on its own.
- Mr. Tarpey asked the amount of open space separate from the Riverwalk. He also said the impervious surface needs to be separated out by zone. Mr. Tarpey would like the fact that they are heating through natural gas looked at again as Biddeford is trying to have a zero carbon footprint. He also stated that if he lived there he would like his residence adjacent to the river, not his parking space.

7.B. 2023.32 Public meeting and take comments regarding a Greatest Practical Extent Application for Mobile Studio Design to Reconfigure 1st floor interior & deck spaces within the existing footprint and renovation of 2nd floor at 102 Hills Beach Road (Tax Map 54, Lot 84) in the CR zone and in the shoreland overlay.

- Mr. Galbraith introduced this project.
- It is an “after-the-fact” request due to circumstances beyond the applicant’s control. This was referred to Planning Board by the Code Enforcement Officer.
- Jessica Jolin from Mobile Studio Design represented the applicants
- David Szeredy of Szeredy Builders attested to the fact that once he started the rehab work on the house he found that the condition of the house was unsafe so he put a roof on and had the owners come to Planning Board. The house was originally a cottage and not made as a quality structure.
- There were no public questions or comments
- Mr. Tarpey confirmed that they are using the same foundation.

MOTIONS: 6:57 PM

Deschambault-Motion-to approve the Shoreland Zoning Permit (GPE) application for the proposal located on seeking a setback determination, for greatest practical extent determination (GPE), at 102 Hills Beach Road (Tax Map 54, Lot 84) which is located in the Coastal Residential and Shoreland Overlay Zone, as presented with the adoption of the Findings of Fact (FOF) and Conditions of Approval (COA).

Angers-Second

Motion passed unanimously

7.C. 2021.42 Review of a 6-month extension for the Preliminary Approval of South Street Village, LLC. The project is a Manufactured Home Park at 413 South Street (Tax Map 7, Lot 8) in the RF and SR1 Zones and the MHP Overlay Zone.

- Mr. Galbraith went over the memo he composed. He talked about the research he conducted and his findings.
- Mr. Tarpey asked for clarification on a few items such as procedure due to the change in size of the lot to be developed and how to progress forward. He wanted to know why the City was helping to design the sidewalks.
- Mr. Galbraith explained that the City is not designing the project just helping to guide the applicants as they guide all applicants.
- Then pros and cons of granting the extension were discussed at length.

MOTIONS: 7:10 PM

Plotkin-Motion-To grant a 6 month extension for the South Street Village, Inc. Hidden Hills Preliminary Approval until December 7, 2023

Deschambault-Second

Motion passed 3-1 (Deschambault, Angers & Plotkin in favor, Tarpey against)

7.D. 2022.37 Public Meeting and take comments to review a Final Plan Request for Plan East, LLC to create a 3 story apartment building with 14 affordable rental housing units in the MSRD 3 Zone at 69 Elm Street (Tax Map 40, Lot 57).

- Mr. Galbraith introduced the project and talked about all of the work and time the applicants, abutters and City have been putting into this project.
- The team is looking to add more light to the bridge area.
- They are also looking at ways to make sure people are safe going in and out of the lot.
- Jayson Haskell from DM Roma & Peter Lavoie of Plan East spoke on behalf of the project.
- They have eliminated the trash room and moved to closed bins on the side of the building.
- They have obtained their Saco River Corridor Commission & Historic Preservation Commission approvals.
- They are asking for 3 waivers regarding open space
- Public Comments:
- Peter Robbins Newtown Road asked how this will be affordable housing.
- Mr. Haskell replied that it is no longer considered affordable housing in the true sense of the word. It is actually market rate but due to the size of the units they will be less expensive to obtain than others in town. These units will run between \$1100 & \$1700 a month.
- Mr. Angers asked if the trees near the tracks will be retained & maintained. Mr. Haskell replied that they plan on keeping what they can.
- Mr. Angers asked about the triangle in the back of the lot.
- Mr. Lavoie said he tried to get that from B & M Railroad but then they sold it CSX and he cannot get to them.
- This building will hold 8-1 bedroom apartments and 6 efficiency apartments with a rooftop deck.

MOTIONS: 7:30PM

Angers-Motion-Waive the requirement of 75% or below for the maximum of nonvegetated land area being developed by 17% to 83% or below.

Tarpey-Second-Motion passed unanimously

Angers-Motion-Waiver the requirement of 25% of the land areas being developed remain in its natural state or shall be maintained as appropriately landscaped area to 17%

Tarpey-Second Motion passed unanimously

Angers-Motion-Waive the requirement of 1,000SF per dwelling unit of open space.

Tarpey-Second-Motion passed unanimously

Angers-Motion-To approve the Final Major Subdivision and Site Plan review for a proposed 14-Unit Multifamily housing complex to be located at 69 Elm Street (Tax Map 40, Lot 57) within the Main Street Revitalization District 3 (MSRD-3) zoning district.

Tarpey & Plotkin-Second-Motion passed unanimously

- 7.E. 2023.28 Public Hearing and take comments to review an Amended Subdivision Application for Tom Watson & Co. The property is located at 10, 20 & 30 Upper Falls Road formerly known as Gooch Street (Tax Map 40, Lots 55, 55-3, & 56-1) in the MSRD-3 Zone and in the Shoreland Zone GD-1. The applicants would like to amend the previously approved request approved in January 2023. The amendment to the application includes increasing the unit count at 20 Upper Falls Road from the previously approved 16-unit building to 20-units. The revised building will include (12) 2-bedroom units and (8) 1-bedroom units. Additionally, a division of land to formally divide 26 Upper Falls Road from 20 Upper Falls Road is included as part of the amendment request. 26 Upper Falls Road will be the location of the previously approved (11) townhomes.

POSTPONED UNTIL 5-31-2023

- 7.F. 2023.21 Public meeting and take comments regarding a Preliminary Site Plan/Conditional Use Application for True Storage, LLC to redevelop Building 36 into a Self-Storage Facility at 32 Main Street (Tax Map 71, Lot 10-5) in the MSRD 3 zone.

POSTPONED UNTIL 6-7-23

8. **OTHER BUSINESS**

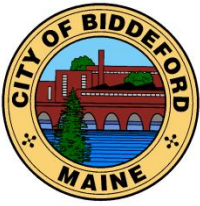
- There will be a special meeting on May 31, 2023 to discuss the two Pepperell projects and the back lot ordinance.
- We do have a quorum that night

9. **ADJOURN 7:39 PM**

Planning Board Chair

Date

These minutes are summary and are not intended to be verbatim. Archived meetings are viewable on the City's website: www.biddefordmaine.org.



CITY OF BIDDEFORD

Planning and Development Department

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PLANNING BOARD STAFF REPORT

TO: Chair Patoine and Members of the Biddeford Planning Board

EC: Matt Rabasco, Project Engineer - Gorrill Palmer mrabasco@gorrillpalmer.com
Megan Higgins, Presidium (property owner) mhiggins@presidiumre.com
Josh Sullivan, True Storage (Applicant) jsullivan@truestorage.com

FROM: David C.M. Galbraith, Interim Deputy Director/City Planner

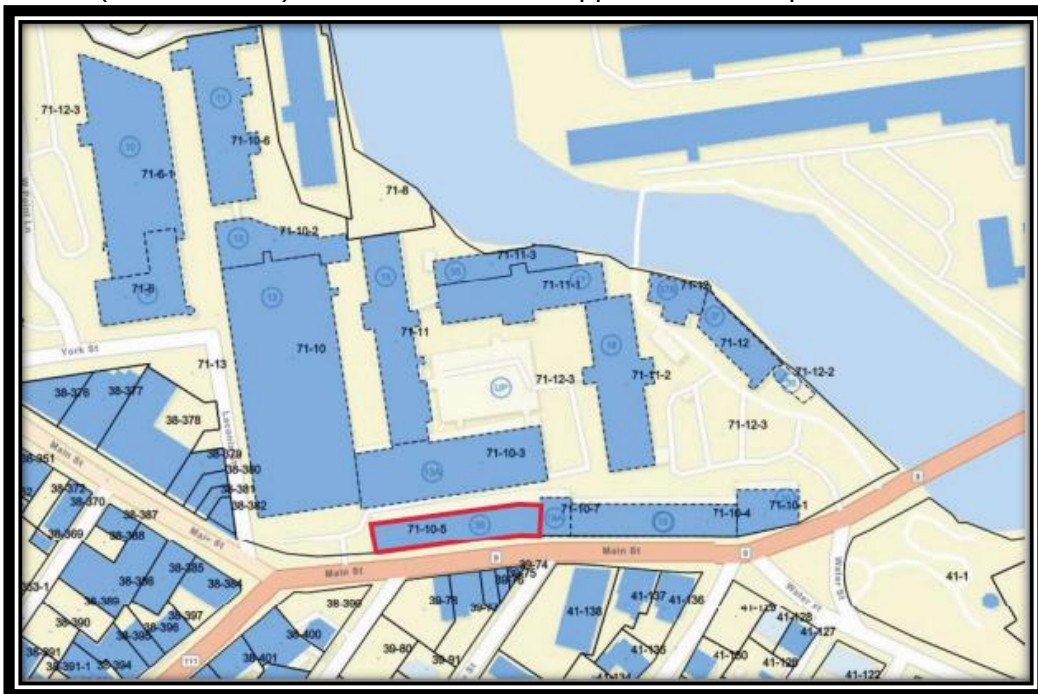
DATE: May 24, 2023

RE: **2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.**

MEETING DATE: May 31, 2023 at 6:00 PM

1. INTRODUCTION:

The Applicant, True Storage LLC and their Authorized Agent, Matt Rabasco, Project Manager / Engineer of Gorrill Palmer Consulting Engineers, are seeking Preliminary Site Plan and Conditional Use Permit (CUP) approval to convert the currently vacant 8-story building, into 827 self-storage units located at 32-40 Main Street (PID# 71-10-5), located within the Pepperell Mill Campus.



Case #: 2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.

Planning Board Hearing date: May 31, 2023.

Below, shown in italics, is the Applicant's project narrative outlining the proposed redevelopment:

The project site is Building 36 of the Pepperrell Mill, located at 32-40 Main Street and identified as Parcel ID 71-10-5 on the City of Biddeford's Assessor's Map. Building 36 lies on a 3.5-acre parcel which is located in the Main Street Revitalization District 3 (MSRD3). As the parcel abuts the Saco River, the Shoreland Overlay Zone covers a portion of the parcel, however Building 36 itself is located outside of the Shoreland Overlay boundary. The building contains eight levels (including the basement) with a gross floor area of approximately 108,128 square feet. True Storage has executed a Purchase & Sale agreement to acquire Building 36 and the land that it sits on, with easement rights for the use of on-site drive aisles, parking, walkways, and utilities. There are no minimum space and bulk requirements for the site. This project does not proposed to make any alterations that would result in changes to the space and bulk dimensions of the structure from their current state.

BUILDING, PARKING, AND LOADING

The proposed storage facility would have eight (8) floors of storage units with approximately 827 units in total. The facility would be staffed from 8AM to 6PM on weekdays and until 7PM on weekends. Electronic keycards would allow customers access until to about 9PM, but would not accommodate 24 hour access. Primary access into the building is proposed on the west side of the building, where there is an existing man-door. A new loading overhead door is also proposed on the west side of the building. There is an existing loading dock in the rear (north) of the building that is proposed to be extended/reconstructed so that a vehicle can pull up parallel to the building while accessing the bay. Finally, a loading ramp for non-vehicular loading (dollys, etc.) is proposed on the rear alley. See the attached plans for further information. The proposed loading bays will adequately meet the anticipated needs of the facility. An existing freight elevator inside the building would allow for transport of bulky items to upper floors of the facility. There is an existing parking lot on the west side of Building 36 that contains about 19 parking spaces, including 2 ADA spaces. This parking area currently serves the businesses that occupy Building 13. There is additional on street parking on Main St along the frontage of Building 36. Based on the operations of the applicant's other facilities, it is not anticipated that additional parking will be necessary to serve the proposed development. As a result, the applicant is requesting a waiver for the off-street parking requirement. Further detail on this request is provided in the Waivers section of this letter.

2. PROJECT DATA/INFORMATION

1.	Applicant:	True Storage, LLC 670 N. Commercial Street Manchester, NH 03101
2.	Owner of Property:	Pepperell Mill Development, LLC 3100 McKinnon St., Suite 250 Dallas, TX
3.	Agent:	Gorrill Palmer Matt Rabasco, Project Engineer 390 US Route 1, Unit 10 Falmouth, ME 04105
4.	Surveyor:	Same as above
5.	Project Location:	Pepperell Mill Campus
6.	Project Tax Map #/Lot #:	Tax Map 71-10-5
7.	Lot Size:	3.5
8.	Base Zoning:	MSRD3
9.	Overlay Zoning:	N/A

Case #: 2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.

Planning Board Hearing date: May 31, 2023.

10.	Existing Use:	Vacant
11.	Proposed Use:	Self-storage Facility
12.	Approvals Required:	Site Plan and Conditional Use Permit (CUP)
13.	Uses in the Vicinity:	Mixed
14.	Waivers Needed:	a. Parking b. Drainage
18.	Waivers Granted:	a. None
22.	Other Non-City Permits Required:	
23.	SP & CUP Attachment A: Fees Paid:	Preliminary Review Fees paid
25.	Planning Board Review History:	N/A

3. REVIEW PROCESS

Per City ordinance, this application is subject to the following:

A. Site Plan (Land Development Regulations, Article XI) review and approval by the Planning Board.

B. Historic Preservation:

The applicant appeared before the Historic Preservation Commission (HPC) on March 8th for the request of a Certificate of Appropriateness for the proposed alterations to Building 36. The Commission ultimately approved the exterior modifications are proposed on April 13, 2023. A copy of the HPC Notice of Decision (NOD) is attached with this Staff report.



36 Pepperill Mill – True Storage self-storage facility – West Elevation Existing Conditions



36 Pepperill Mill – True Storage self-storage facility – West Elevation Proposed Conditions

The proposed façade improvements are limited to the west elevation of the building where a canopy over a new overhead door and a new man-door are being proposed as the primary entrances to the building.

- C. The proposal is for a self-storage facility which is regulated under the City's Conditional Uses Ordinance (Article VII Conditional Uses). Conditional uses are subject to 19 specific criteria, which the Planning Board shall approve the application or approve it with conditions if the application meets the following standards:
1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;
 2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
 3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;

Case #: 2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.

Planning Board Hearing date: May 31, 2023.

4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;
10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;
11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;
15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;
17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;
19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

4. APPLICATION REVIEW STANDARDS:

- **APPLICATION COMPLETENESS:** The applicant has submitted a complete application, featuring all required elements as specified under Section 66-35 (Required Information for Final Plan Submissions). As part of the staff's review comments, we've identified aspects of the plan submission to be revised or clarified, which we suggest being made a condition of approval.
- **ZONING:** The proposed use as a self-storage facility is a Conditional Use within the MSRD-3 Zone. The proposal is to be located within an existing, vacant mill building and other than some minor exterior modifications (overhead door etc.) no modifications are being made to the site.

- **REVIEW STANDARDS:**

In general, staff found the application to satisfy City site plan and Conditional Use Permit (CUP) requirements. The major site details such as building, parking, landscaping, are not being modified. However, City Staff and the City's third party civil engineer, identified a number of technical plan elements which need to be addressed by the Applicant prior to a Pre-construction meeting being scheduled by the City.

- **WAIVERS:** The Applicant is seeking two (2) waivers, 1) The applicant has requested a waiver of the off-street parking requirements as detailed above; 2) The applicant is also seeking a waiver to related to site drainage.

- 1) Off Street Parking and Loading - Part III - Article VI – Section 49: The Applicant is seeking a parking waiver of 54 parking stalls. The City's Zoning Ordinance would classify this use as "warehouse and storage" facility which requires 1 parking space for every 2,000 square feet of warehouse space, therefore the required parking for the 108,128 square foot warehouse building will require 54 parking stalls, including handicapped parking stalls. The project application included a parking narrative and parking waiver justifications, which is included below:

The existing parking lot on site has a total of 19 parking spaces, with 14 spaces available for shared use between the proposed development and the existing restaurant. Table 6-49B in Section 49 of the City Code of Ordinances states the minimum parking requirement for warehouse facilities is 1 space/2,000 square feet of floor area, plus 1 space per employee on the maximum shift. Section 49.C.3(k) also allows for the Planning Board to waive the off-street parking requirements for nonresidential developments in the MSRD zones in particular circumstances.

The specific circumstances that apply to this project are items a and c:

a. Where legal on-street parking is located within 1,000 feet of a nonresidential use and the Board determines that this parking will be available to meet some or all of the parking demand.

c. Where it is clearly demonstrated that the parking demand will be lower than that established by this section and that the reduction will not detract from neighborhood property values, inconvenience the public, or increase congestion on adjacent streets.

Case #: 2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.

Planning Board Hearing date: May 31, 2023.

Based on the applicant's prior experience at its other storage facilities, the required parking far exceeds the amount needed for optimal function. Further, based on Institute of Transportation Engineers' (ITE) publication, Parking Generation, Fifth Edition, the weekday peak hour parking demand is forecast to be 12 spaces, and the Saturday peak hour demand to be 8 spaces. It is the applicant's opinion that the estimate from the ITE Manual is more consistent with their prior experience. For calculations, see the attached Traffic Memo provided in Attachment F of this submission. Pertaining to the first exception, there are approximately 50 on-street parking spaces total within 400 feet from the site along both Main Street and Alfred. This raises the total available parking to at least 67 spaces. Recognizing that the nature of a storage facility requires vehicles to park as close as possible, the existing shared spaces would be adequate to accommodate the peak demand for the storage facility. Additional demand for the other uses could be accommodated by the leftover shared spaces in the lot, the existing reserved spaces, as well as the available on street parking. For these reasons the applicant is respectfully asking for a waiver from the Planning Board.

Staff Recommendation: Staff agrees with the Applicant, that the City's parking requirement for the use, at the proposed location, exceeds the parking demand. Staff further agrees that parking to support the proposed use can be accommodated on-site and adjacent roadways. That said, Staff is supportive of the requested waiver, however we recommend that the proposed parking waiver run with the proposed use / building and that the waiver is not transferable to another use / redevelopment of the subject building. Therefore, should the property be redeveloped in the future, or the use of the building is changed to a different use, as determined by the Director of Code Enforcement, a parking waiver would need to be obtained or on-site parking provided.

- 2) Drainage Part III - Article XI – Section 5.B.1 – Drainage Section 5.B.1: The Application includes a waiver request to Part III - Article XI – Section 5.B.1 – Drainage Section 5.B.1 of the Site Plan Review requirement which states that “a written engineering report describing the impacted watershed area, projected runoff, and any projected downstream impact shall be required.” As explained in the Application, “there is no additional impervious area proposed as part of this application, nor any significant alterations to the site's existing drainage patterns, the applicant is respectfully requesting a waiver for a stormwater management analysis and report”.

Staff concurs with these statements and is supportive of the Applicants request. Therefore, Staff recommends granting this waiver request.

5. STAFF RECOMMENDATION:

Staff is comfortable moving forward with the Board's preliminary approval of the project, with the understanding that the remaining engineering issues will be resolved, to the satisfaction of the Public Works Director and Engineering Director, prior to a Preconstruction Meeting being scheduled. A Condition of Approval (COA), of this nature, has been included within the Findings of Fact (FOF) / COA. Therefore, Staff recommends the Planning Board GRANT preliminary approval of the re-development project plans as presented, with the proposed Conditions of Approval (COA).

6. DRAFT CONDITIONS OF APPROVAL:

- A. The parking waiver, if granted by the Board, shall run with the proposed use / building and the parking waiver is not transferable to another use, to other uses within Pepperill Mill, or redevelopment of the subject building. Therefore, should the property be redeveloped in the future, or the use of the building is changed, as determined by the Director of Code Enforcement, the new use shall provide

Case #: 2023.10 True Storage / 32-40 Main Street (PID# 71-10-5) / Pepperell Mill Campus / Site Plan and Conditional Use Permit / Self-storage Facility.

Planning Board Hearing date: May 31, 2023.

adequate on-site parking, a signed shared parking agreement, and / or a parking waiver would need to be granted by the Planning Board.

- B. All vehicle maneuvering must occur on-site and may not utilize Main Street for backing into / out of the property.
- C. Delivery vehicles may not block the Main Street curb-cut or prevent other vehicles from entering / exiting the adjacent multi-tenant parking lot.

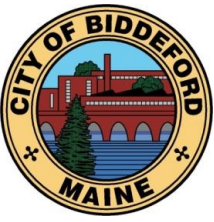
7. SAMPLE MOTIONS

- A. Motion to Approve: I motion to APPROVE the Preliminary Site Plan and Conditional Use Permit (Case # 2023.10) for True Storage LLC, a self-storage facility, to be located at 32-40 Main Street (PID# 71-10-5) within the Pepperell Mill Campus / Self-storage Facility. *Sketch Site Plan for the proposal located at Building 36, 32-40 Main Street (Tax Map 71, Lot 10-5), within the Main Street Revitalization District 3 (MSRD-3) zoning district, as presented.*
- B. Motion to Deny: I motion to DENY the Preliminary Site Plan and Conditional Use Permit (Case # 2023.10) for True Storage LLC, a self-storage facility, to be located at 32-40 Main Street (PID# 71-10-5) within the Pepperell Mill Campus / Main Street Revitalization District 3 (MSRD-3) zoning district, for the following reasons:

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

- C. Motion to Table: I motion to TABLE the Preliminary Site Plan and Conditional Use Permit (Case # 2023.10) for True Storage LLC, a self-storage facility, to be located at 32-40 Main Street (PID# 71-10-5) within the Pepperell Mill Campus / Main Street Revitalization District 3 (MSRD-3) zoning district, for the following reasons:

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



CITY OF BIDDEFORD

PLANNING and DEVELOPMENT DEPARTMENT

HISTORIC PRESERVATION COMMISSION REQUEST FOR CERTIFICATE OF APPROPRIATENESS

NOTICE OF DECISION

April 13, 2023

Applicant: Gorrill Palmer
300 South Borough Dr.
South Portland ME 04106
mrabasco@gorrillpalmer.com
(207) 772-2515

File # 2023.06 HPC

Project Address: 32 – 40 Main Street

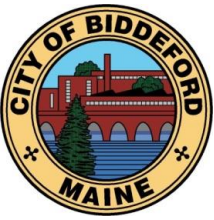
Map/Lot: 71/10-5

Project Zone: MSRD-3

☒ Contributing ☐ Not Contributing

Nature of Application:

The applicant proposes to make exterior alterations allowing Building 36 to be used for self storage.

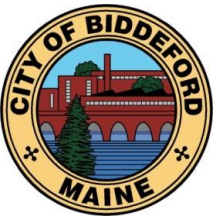


CITY OF BIDDEFORD

PLANNING and DEVELOPMENT DEPARTMENT

Findings:

	<i>SUBJECT</i>	<i>DATA/INFORMATION</i>
1.	Applicant:	True Storage LLC 670 N Commercial St. #212 Manchester NH 03101 jsullivan@truestorage.com (603) 622-6223
2.	Owner of Property:	Presidium Real Estate 74 Neptune Dr. Brunswick ME 04011 mhiggins@presidium.com (207) 282-5577
3.	Agent:	N/A
4.	Engineer/Architect:	Gorrill Palmer 300 South Borough Dr. South Portland ME 04106 mrabasco@gorrillpalmer.com (207) 772-2515
4.	Project Location:	32 – 40 Main Street
5.	Project Tax Map #/Lot #:	Tax Map 71, Lot 10-5
6.	Existing Zoning:	MSRD-3
7.	Overlay Zoning:	Biddeford Saco Mills Historic District
7.	Contributing Structure?	Yes
8.	Existing Use:	Vacant
9.	Proposed Use:	Commercial Self Storage
10.	Uses in the Vicinity:	Mixed-use
11.	Parcel Size:	0.31 acre
12.	Front Setback Required:	None
13.	Side Setbacks Required:	None
14.	Rear Setback Requires:	None
15.	Height Requirements:	Minimum 2 stories or 26 feet
16.	LDR Attachment A: Fees Paid:	Yes
17.	Historic Preservation Commission Review History:	April 12, 2023 Meeting Date. Posted April 5, 2023; Mail Notices to all abutters within 100' Sent 7 notices April 5, 2023.



CITY OF BIDDEFORD

PLANNING and DEVELOPMENT DEPARTMENT

Decision:

The Certificate of Appropriateness has been **approved** by the Historic Preservation Commission **conditioned** on the materials and assertions presented, and:

1. Existing fire escape doors on west elevation are retained and painted;
2. Detailed window maintenance and preservation plan is provided within 2 weeks of final Planning Board approval;
3. All permits must be obtained from the Code Enforcement department prior to beginning work.

Thank you for participating in the City of Biddeford's historic preservation efforts.

Sincerely,

A handwritten signature in black ink that reads "Brad Favreau". The signature is written in a cursive style with a long, sweeping underline.

Brad Favreau
Biddeford Economic Development Coordinator

Cc: HPC, R. Fecteau, Code Enforcement Office, M. Fenton Code Enforcement Office
S. Welton, Code Enforcement Office, N. Whitten, Planning and Development, HPC



March 15, 2023

RE: Financial Capacity Letter – True Storage Biddeford, LLC project at 36 Pepperell Mill, 32-40 Main Street, Biddeford, Maine

To Whom it May Concern:

Pursuant with the requirements of the City of Biddeford to issue an approval for the proposed renovation of an existing building into a 110,000 sq. ft self-storage facility in Biddeford, Maine:

This letter is to serve as confirmation that as of this date, March 15, 2023, True Storage Biddeford, LLC has the technical capacity to complete this construction project and the financial capacity to fund the estimated costs of construction, including a letter of credit to guarantee the performance of this proposed project, via a combination of financing and capital resources of the company.

If you have any questions or concerns in this regard, please feel free to contact me directly at 207-561-3929.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Lufkin", is written over a horizontal line.

Jack Lufkin
Senior Vice President
Regional Market Manager

March 15, 2023

Mr. David Galbraith, City PlannerCity of Biddeford
205 Main Street
Biddeford, ME 04005**Subject: Major Development Review Application
Self-Storage Facility
Pepperrell Mill - Building 36, Biddeford, ME**

Dear David:

On behalf of **True Storage**, Gorrill Palmer (GP) is pleased to submit this Major Development application for the redevelopment of Building 36 of the Pepperrell Mill in Biddeford, ME into a self-storage facility. While the project would otherwise qualify for Minor review, we are submitting as a Major development due to the request for a parking waiver which is further detailed in this letter. Gorrill Palmer has been authorized by the Applicant to submit all necessary materials for this application. As required by the City of Biddeford's Site Plan Review Ordinance, we have included site specific issues for consideration by the Staff and Planning Board.

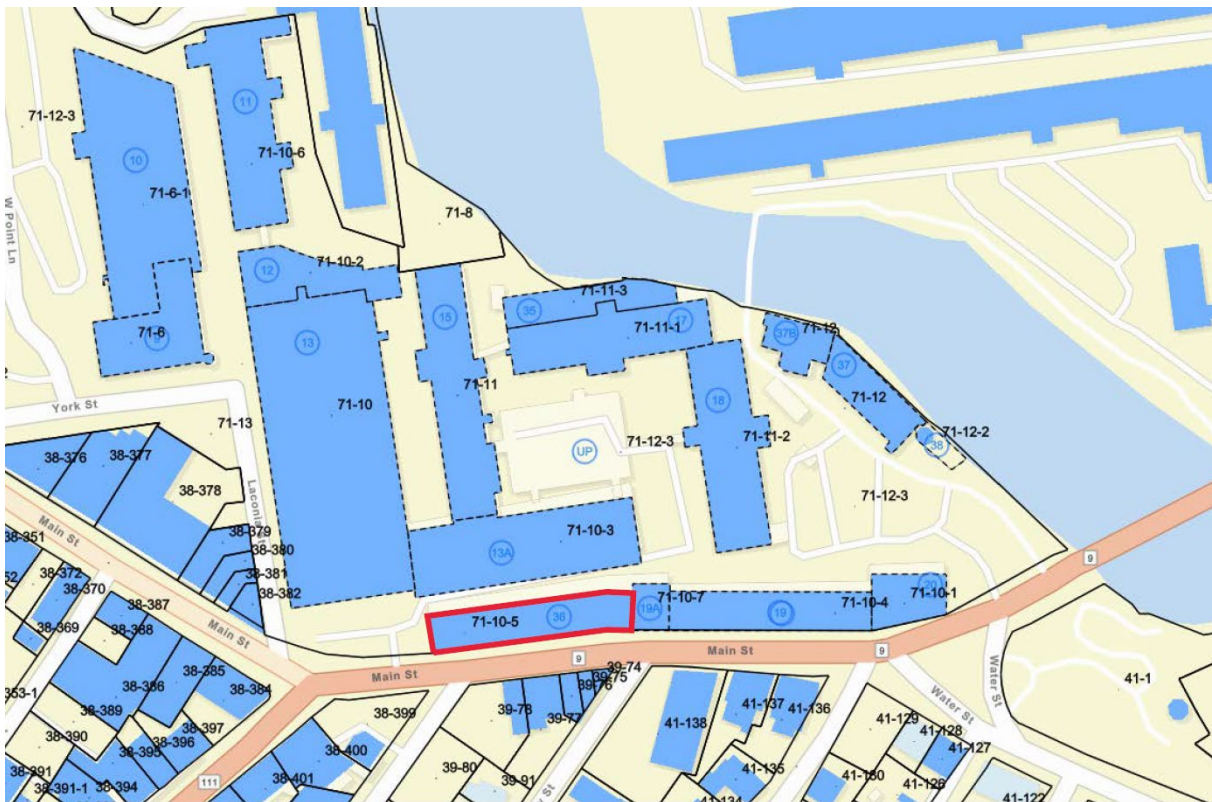
We make this submission with the intent of being placed on the next available Planning Board Public Hearing agenda. The following materials have been included with this letter:

TABLE OF CONTENTS	
Attachment A	Application Form
Attachment B	Financial & Technical Capacity
Attachment C	Letters of Approval
Attachment D	Architectural Drawings
Attachment E	Site Photos
Attachment F	Traffic Memo
Separate Enclosure	Plan Set



PROJECT

The project site is Building 36 of the Pepperrell Mill, located at 32-40 Main Street and identified as Parcel ID 71-10-5 on the City of Biddeford's Assessor's Map. Building 36 lies on a 3.5-acre parcel which is located in the Main Street Revitalization District 3 (MSRD3). As the parcel abuts the Saco River, the Shoreland Overlay Zone covers a portion of the parcel, however Building 36 itself is located outside of the Shoreland Overlay boundary. The building contains eight levels (including the basement) with a gross floor area of approximately 108,128 square feet. True Storage has executed a Purchase & Sale agreement to acquire Building 36 and the land that it sits on, with easement rights for the use of on-site drive aisles, parking, walkways, and utilities.



There are no minimum space and bulk requirements for the site. This project does not proposed to make any alterations that would result in changes to the space and bulk dimensions of the structure from their current state.

BUILDING, PARKING, AND LOADING

The proposed storage facility would have eight (8) floors of storage units with approximately 827 units in total. The facility would be staffed from 8AM to 6PM on weekdays and until 7PM on weekends. Electronic keycards would allow customers access until to about 9PM, but would not accommodate 24 hour access. Primary access into the building is proposed on the west side of the building, where there is an existing man-door. A new loading overhead door is also proposed on the west side of the building. There is an existing loading dock in the rear (north) of the building that is proposed to be extended/reconstructed so that a vehicle can pull up parallel to the building while accessing the bay. Finally, a loading ramp for non-vehicular



loading (dollys, etc.) is proposed on the rear alley. See the attached plans for more further information. The proposed loading bays will adequately meet the anticipated needs of the facility. An existing freight elevator inside the building would allow for transport of bulky items to upper floors of the facility.

There is an existing parking lot on the west side of Building 36 that contains about 19 parking spaces, including 2 ADA spaces. This parking area currently serves the businesses that occupy Building 13. There is additional on-street parking on Main St along the frontage of Building 36. Based on the operations of the applicant's other facilities, it is not anticipated that additional parking will be necessary to serve the proposed development. As a result, the applicant is requesting a waiver for the off-street parking requirement. Further detail on this request is provided in the Waivers section of this letter.

UTILITIES

The building is not currently served by public water or sewer. The following utility connections are proposed to the development:

Water: There is an existing 12" water main in Main Street. Due to conflicts with other existing utilities, domestic and sprinkler water services are proposed to connect to the existing main at the intersection of Alfred Street and Main Street. The services would run through the existing parking lot and connect to the western side of the building. Based on discussions with Jeff Demers, Director of Public Works, a temporary lifting of the Main Street moratorium would be permissible for the connection of these water services. An ability to serve letter received from Maine Water Company has been included in Attachment C of this letter. See the Utility Plan provided with this letter for more information.

Sewer: Through discussions with the current owner of the mill, an existing sewer manhole in the basement of Building 36 has been identified. This manhole is in close proximity to Building 19A, in which a new 8" sewer service has recently been installed. The current design approach is to make a connection from the existing manhole in Building 36 to the newly installed sewer in Building 19A. The proposed connection will be a part of the overall building mechanical/electrical/plumbing design and is therefore not reflected on the civil plans provided with this application. An ability to serve request for the proposed wastewater generation was sent to the City of Biddeford Engineering Department. It is our understanding that ability to serve designation will not take place until the project has undergone further review. The relevant correspondence has been provided in Attachment C.

Electricity: Three-phase electric service will be necessary for the operation of the facility's freight elevator. Through discussions with CMP and the property owner, it has been determined that a single-phase electric service connection is present at Building 36. Options for an upgrade to three-phase are currently being explored with CMP.

Natural Gas: The applicant is currently exploring the feasibility of a service line to the existing natural gas main in Main Street to be used as the building's heat source. Further coordination with Public Works is necessary for



this connection due to the moratorium on Main Street. The gas main is owned and operated by Unitil. An ability to serve letter from Unitil will be required for the connection and will be provided to the City upon receipt.

DRAINAGE

The proposed site improvements outside of the building are very minimal for this development and will not increase the impervious area. As a result, there are no significant alterations to the existing surface drainage of the surrounding parking area nor to the existing stormdrain network. The stormwater runoff and collection will continue to function as it currently does. Since the development will not increase the impervious area, nor will it impact peak runoff; we are requesting a waiver for the stormwater management requirements. More information is provided in the waiver section of this letter.

HISTORICAL PRESERVATION

The applicant appeared before the Historic Preservation Commission (HPC) on March 8th for the request of a Certificate of Appropriateness for the proposed alterations to Building 36. The Commission provided feedback and the applicant will be resubmitting for the Certificate and will continue to work with HPC concurrent to the Site Plan review process.

TRAFFIC

A technical memorandum has been prepared to address traffic generation by the proposed development. The findings of the traffic memo indicate that the anticipated peak hour trip generation will be far below the threshold requiring a Traffic Movement Permit from MaineDOT. The traffic memo also evaluates parking demand and the safety of nearby intersections. For the methods and conclusions, see Attachment F for the full Traffic Memo.

FINANCIAL & TECHNICAL CAPACITY

A letter confirming the applicant's financial capacity, as well as a list of previous projects has been provided in Attachment B of this submission. The provided materials demonstrate the applicant has sufficient financial and technical capacity to complete this project.



WAIVERS

The applicant is requesting the following waivers of the City of Biddeford Code of Ordinances:

Part III - Article VI – Section 49 – Off Street Parking and Loading

The existing parking lot on site has a total of 19 parking spaces, with 14 spaces available for shared use between the proposed development and the existing restaurant. Table 6-49B in Section 49 of the City Code of Ordinances states the minimum parking requirement for warehouse facilities is 1 space/2,000 square feet of floor area, plus 1 space per employee on the maximum shift. Section 49.C.3(k) also allows for the Planning Board to waive the off-street parking requirements for nonresidential developments in the MSRD zones in particular circumstances. The specific circumstances that apply to this project are:

- a. Where legal on-street parking is located within 1,000 feet of a nonresidential use and the Board determines that this parking will be available to meet some or all of the parking demand.*
- c. Where it is clearly demonstrated that the parking demand will be lower than that established by this section and that the reduction will not detract from neighborhood property values, inconvenience the public, or increase congestion on adjacent streets.*

Based on the applicant's prior experience at its other storage facilities, the required parking far exceeds the amount needed for optimal function. Further, based on Institute of Transportation Engineers' (ITE) publication, Parking Generation, Fifth Edition, the weekday peak hour parking demand is forecast to be 12 spaces, and the Saturday peak hour demand to be 8 spaces. It is the applicant's opinion that the estimate from the ITE Manual is more consistent with their prior experience. For calculations, see the attached Traffic Memo provided in Attachment F of this submission.

Pertaining to the first exception, there are approximately 50 on-street parking spaces total within 400 feet from the site along both Main Street and Alfred. This raises the total available parking to at least 67 spaces. Recognizing that the nature of a storage facility requires vehicles to park as close as possible, the existing shared spaces would be adequate to accommodate the peak demand for the storage facility. Additional demand for the other uses could be accommodated by the leftover shared spaces in the lot, the existing reserved spaces, as well as the available on street parking. For these reasons the applicant is respectfully asking for a waiver from the Planning Board.

Part III - Article XI – Section 5.B.1 – Drainage

Section 5.B.1 of the Site Plan Review requirements states that *"a written engineering report describing the impacted watershed area, projected runoff, and any projected downstream impact shall be required."* As there is no additional impervious area proposed as part of this application, nor any significant alterations to the site's existing drainage patterns, the applicant is respectfully requesting a waiver for a stormwater management analysis and report.

ATTACHMENT A

APPLICATION FORM

**City of Biddeford – Planning Department****Planning Board Application**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

Type of Application:

☐ Shoreland Zoning Permit ☒ Site Plan Review ☐ Extraction
☒ Conditional Use Permit ☐ Subdivision ☐ Private Way
☐ Other: _____

Applicant Information:

Name: True Storage, LLC Attn: Josh Sullivan
Mailing Address: 670 N. Commercial Street, Manchester, NH 03101
Telephone: 603-622-6223
Email: jsullivan@truestorage.com
What is your legal interest in the property?
☐ Owner ☒ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Information:

Name: Presidium Attn: Megan Higgins
Mailing Address: 2 Main St Suite 17301E, Biddeford, ME 04005
Telephone: 207-282-5577
Email: mhiggins@presidiumre.com

Agent's Information:

Name: Gorrill Palmer
Mailing Address: 300 Southborough Dr Suite 200, South Portland, ME 04106
Telephone: 207.772.2515
Email: mrabasco@gorrillpalmer.com

Engineer/Surveyor's Information:

Name: Gorrill Palmer
Mailing Address: 300 Southborough Dr Suite 200, South Portland, ME 04106
Telephone: 207.772.2515
Email: mrabasco@gorrillpalmer.com

Project Location and Lot Information:

Street Address: Building 36, 32-40 Main Street Drainage Watershed: Saco River
Tax Map: 71 Lot: 10-5
Current Zoning: MSRD3 Shoreland Zoning: NO
Size of Lot: 3.5 (X)acres ()s.f. Lot Frontage: 267 ft
Existing Use of Property: Mill - Vacant

Property currently serviced by:

☒ City Road ☐ Public Sewer ☐ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☐ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3% slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15%+ Slope)

Are there any wetlands or waterbodies on the site? ☐ (Yes) ☒ (No) if yes attach information

Is the project within the 100-year floodplain? ☐ (Yes) ☒ (No) if yes attach information

Do you plan to bring fill onto the lot? ☐ (Yes) ☒ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

Self storage facility - see attached narrative

Property to be Serviced by:

☒ City Road ☒ Public Sewer ☒ Public Water ☐ Public Trash
☐ Private Road ☐ Septic System ☐ Private Well ☒ Private Hauler

Limits of Disturbance: 956 () acres (X)s.f.

Net change in impervious cover: 0 () acres (X)s.f.

Is this project part of a larger project? ☐ (Yes) ☒ (No)

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☒ (No)

Is this project within the Urbanized Area/MS4 (see [City Drainage Map](#)) ☒ (Yes) ☐ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☒ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☒ (No)

If in a Shoreland Zone:

Percent of residential lot coverage (Max 20%): _____

Percent of structure expansion (Max 30%): _____

If Subdivision Review, number of lots proposed: _____

If a Private Way is proposed, number of lots served: _____

If Site Plan Review, you must provide the following information:

Total new square feet footprint of structure: 0 SF

Total new square feet paving/parking: 0 SF

Waiver Requests (attach details):

1. Part III - Article VI - Section 49.C.3(L) Parking Space Requirements
2. Part III - Article XI - Section 5.B.1. Drainage
3. _____
4. _____
5. _____

Required Submittal Attachments:

- A. Letters of Approval
 - ☒ Fire Department – Contact Chief or Deputy Chief – 282-9986
 - ☒ Ability to Serve for Water Service – Maine Water – 282-1543
 - ☒ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118
 - ☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127
- B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.
- C. Photographs of Site.
- D. Architectural renderings/drawings of proposed buildings, as required.
- E. Engineering Plans, as required.
- F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every application.
- Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and its attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) X (No)

- **If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.**

Signature of Applicant: _____



Date 3/14/23

Signature of Property Owner: _____



Date 3/14/23

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

A) PDF OF SIGNED APPLICATION

B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)

- *Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'*

B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.

C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)

- *All drawings & CAD reference files must be to-scale and within the following coordinate systems:*

- *MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)*

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE

B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

ATTACHMENT B

FINANCIAL & TECHNICAL CAPACITY

True Storage Construction Process

True Storage identifies properties by working with real estate brokers or identifying potential properties ourselves. Once we identify a potential property, we conduct market studies, perform competitor analyses and consider pricing structures.

Based on those studies, we determine if we should move forward. At that point, we evaluate the property for zoning restrictions and usage regulations. We partner with location municipalities to amend zoning if required. After evaluating for environmental issues, we close on the property and start the construction process.

We have in-house teams that include project management, architecture, acquisition, due diligence and permitting, legal, marketing, and finance. Together, our team ensures a seamless overlap on each stage of the project. Our goal is to have a shovel in the ground the day we close on the property.

After construction is completed, True Storage turns operation of the facility to one of several national companies. By providing expert operational leadership, our facilities consistently meet customer and community expectations for quality and service.

True Storage, LLC - Technical Capacity: Previous Projects

Address	Square Footage	Completion Date
668 Stillwater Avenue, Bangor, ME 04401	65,650	August 2022
170 Clay Pond Road, Bourne, MA 02532	111,653	May 2021
55 Green Street, Clinton, MA 01510	23,650	February 2022
2324 Sagamore Parkway South, Lafayette, IN 47905	31,467	April 2021
512 Cortez Road, West Bradenton, FL 34207	60,882	June 2022
969 Shawmut Avenue, New Bedford, MA 02746	56,396	October 2021
655 South Willow Street, Manchester, NH 03103	72,575	October 2018
262 Swansea Mall Drive, Swansea, MA 02777	68,155	September 2020
1300 Koeller St., Oshkosh, WI	90,464	October 2022
555 West South St, Freeport, IL	75,844	October 2022
8145 Connector Drive, Florence, KY	82,824	December 2022
1280 Jefferson Blvd, Warwick, RI	60,000	February 2022
7405 Clairton Road, West Mifflin, PA	51,569	November 2022

For further information on these projects, contact Josh Sullivan at (603)622-6223 or jsullivan@truestorage.com

ATTACHMENT C

LETTERS OF APPROVAL



March 6th, 2023

GORRILL PALMER
ATTN: Matt Rabasco, PE
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106

Re: Ability to Serve – 32-40 Main Street – Biddeford – Building 36 Pepperell Mill

Greetings,

The Maine Water Company (MWC) has received your request for an Ability to Serve Determination on behalf of your client, True Storage LLC, for the property located at 32-40 Main Street, Biddeford, Maine for the above referenced project.

Currently, the request indicates a plan to renovate the existing eight level building into a self-storage facility across all eight levels with a combined 827 storage units total. Consisting of a proposed 180 gallons per day need, as calculated by the owner's licensed representation according to table 4C of the State of Maine Wastewater Disposal Rules. The request indicates a proposed 1-inch domestic connection and 6-inch fire service connection. The fire service peak demand is not yet available. The static pressure in the area is approximately **50-55 psi**.

Based on the criteria provided, the expected increase in water usage is within the water system's available capacity. The Biddeford Saco Division of the Maine Water Co does have sufficient capacity in the area from the existing 12-inch main on Main St to serve this project. Additional infrastructure improvements may be required at the expense of the developer to meet the overall needs of this project.

Conditions of Service

- Additional capacity requests should be updated to reflect the total capacity relative to the proposal.
- The developer is required to pay for the cost of any modifications, new installations, renewal of impacted service lines, and retirement of unused or discontinued services to Maine Water Co's standards of best practice.
- MWC has the understanding fire service flow rates are unknown at this time, are not to be included in this request, or accounted for in this Ability to Serve Determination. Maine Water Co will review once available.
- Notify Maine Water of any changes to the existing service line connections.

Should a request for service or completion of the project not be executed within one year of the date of this letter, MWC reserves the right to reevaluate its ability to serve this project.

All work must be completed in accordance with MWC Terms and Conditions as well as material specifications. All appropriate paperwork must be completed and deposit paid prior to the start of construction. Please forward all design plan revisions as the project develops to prevent construction delays. Water service will be provided in accordance with Maine Public Utility Commission rules. If you have any additional questions, please do not hesitate to contact our office at 1-800-287-1643 or by email at Marcus.Knipp@mainewater.com. We look forward to working with you throughout design and construction.

Sincerely,
The Maine Water Company

A handwritten signature in black ink, appearing to read "Marcus Knipp".

Marcus Knipp
Engineer

Matt Rabasco

From: Matt Rabasco
Sent: Thursday, March 9, 2023 2:31 PM
To: 'Chekan, Craig'
Cc: Milligan, Tom; Demers, Jeff; Buechner, Alex; Galbraith, David
Subject: RE: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

Thanks Craig

I've had further discussions about the Building 19 sewer with Presidium as well and we have shifted our approach to an internal connection. When I have more detail from the building MEP design, I will provide an updated ability to serve letter

Thanks,

Matt Rabasco, PE | Project Engineer



300 Southborough Drive, Suite 200
South Portland, ME 04106
207.772.2515 x296 (office) | 207.888.2209 (mobile)
www.gorrillpalmer.com

From: Chekan, Craig <Craig.Chekan@Biddefordmaine.org>
Sent: Wednesday, March 8, 2023 3:52 PM
To: Matt Rabasco <mrabasco@gorrillpalmer.com>
Cc: Milligan, Tom <Tom.Milligan@Biddefordmaine.org>; Demers, Jeff <Jeff.Demers@Biddefordmaine.org>; Buechner, Alex <Alex.Buechner@Biddefordmaine.org>; Galbraith, David <David.Galbraith@biddefordmaine.org>
Subject: RE: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

Good Afternoon Matt

City Staff met with Presidium yesterday and internally today to discuss your proposed project.

Your proposed retrofit of Building 36 should utilize its existing sewer lateral, versus proposing a new sewer lateral within Main Street's moratorium.

Staff/Presidium recall Building 36's sewer flowing east into Building 19, and then out into Main Street; however, you will need to confirm the sewer's existing routing (via dye, CCTV, etc.) before we can issue an ability-to-serve letter.

Craig Chekan, PE

City of Biddeford | P.O. Box 586, Biddeford, ME 04005

207-571-0636 | craig.chekan@biddefordmaine.org (Office Hours: Mon-Thu, Closed Fri)

From: Matt Rabasco [<mailto:mrabasco@gorrillpalmer.com>]
Sent: Tuesday, March 7, 2023 9:37 AM
To: Chekan, Craig <Craig.Chekan@Biddefordmaine.org>
Cc: Milligan, Tom <Tom.Milligan@Biddefordmaine.org>; Demers, Jeff <Jeff.Demers@Biddefordmaine.org>; Galbraith,

David <David.Galbraith@biddefordmaine.org>

Subject: RE: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

EXTERNAL: This email originated from outside of the City of Biddeford email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Understood, I have spoken with David and we plan to submit our application next week to initiate the preliminary review process.

Attached is our preliminary utility plan. We have had discussions with Jeff Demers about the moratorium relating more specifically to water. I will be reaching back out to him to discuss sewer, but if the City has any information about any existing service connections to Main Street would be very helpful.

Thank you,

Matt Rabasco, PE | Project Engineer



300 Southborough Drive, Suite 200
South Portland, ME 04106
207.772.2515 x296 (office) | 207.888.2209 (mobile)
www.gorrillpalmer.com

From: Chekan, Craig <Craig.Chekan@Biddefordmaine.org>

Sent: Monday, March 6, 2023 2:30 PM

To: Matt Rabasco <mrabasco@gorrillpalmer.com>

Cc: Milligan, Tom <Tom.Milligan@Biddefordmaine.org>; Demers, Jeff <Jeff.Demers@Biddefordmaine.org>; Galbraith, David <David.Galbraith@biddefordmaine.org>

Subject: RE: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

Hi Matt

We received your ability-to-serve request for this project but have not given a formal designation for two reasons:

1. Need to coordinate your final utility connections vs. Main Street's moratorium
2. More importantly, the City has paused processing any Pepperell Mill applications until Presidium resolves outstanding parking issues with our Planning Department

Until #2 is resolved, can you send us your latest utility connection plan?

Thanks

Craig

Craig Chekan, PE

City of Biddeford | P.O. Box 586, Biddeford, ME 04005

207-571-0636 | craig.chekan@biddefordmaine.org (Office Hours: Mon-Thu, Closed Fri)

From: Matt Rabasco [<mailto:mrabasco@gorrillpalmer.com>]

Sent: Monday, March 6, 2023 10:53 AM

To: Chekan, Craig <Craig.Chekan@Biddefordmaine.org>

Cc: Milligan, Tom <Tom.Milligan@Biddefordmaine.org>

Subject: RE: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

EXTERNAL: This email originated from outside of the City of Biddeford email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

I wanted to follow up and confirm if my ability to serve request submitted on February 6th had been received.

Thank you,

Matt Rabasco, PE | Project Engineer



300 Southborough Drive, Suite 200
South Portland, ME 04106
207.772.2515 x296 (office) | 207.888.2209 (mobile)
www.gorrillpalmer.com

From: Matt Rabasco
Sent: Monday, February 6, 2023 4:49 PM
To: 'craig.chekan@biddefordmaine.org' <craig.chekan@biddefordmaine.org>
Subject: Request for Ability to Serve - Building 36 - Pepperell Mill, 32-40 Main Street, Biddeford

Good Afternoon Craig,

Please see attached for a request for ability to provide sewer service to a proposed self storage facility located at Building 36 of the Pepperell Mill, 32-40 Main Street in Biddeford.

Also included is an overall existing conditions plan showing the project site, and a preliminary utility plan showing the proposed service locations.

Please don't hesitate to reach out to me with any questions.

Thank you,

Matt Rabasco | Project Engineer



300 Southborough Drive, Suite 200
South Portland, ME 04106
207.772.2515 x296 (office) | 207.888.2209 (mobile)
www.gorrillpalmer.com

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Matt Rabasco

From: Matt Rabasco
Sent: Thursday, March 9, 2023 4:41 PM
To: 'scott.gagne@biddefordmaine.org'
Subject: Proposed Self Storage Facility - Pepperell Mill Building 36
Attachments: 3842-51-SP-UTIL.pdf; 3842-51-Fire Truck Diagrams.pdf

Good Afternoon Mr. Gagne,

On behalf of True Storage, LLC, we are submitting a Site Plan application for the redevelopment of Building 36 of the Pepperell Mill into indoor self storage units.

Under the proposal, all eight floors (basement included) will be converted into storage units.

To meet the Site Plan application requirement, I have provided a set of plans for your review. A Site and Utility Plan as well as turning movement plans are included.

Our intent is to submit the application by March 15th for preliminary staff review. Please let me know if you need any more information, or if you intend to reserve your comments for the staff review

Thank you,

Matt Rabasco, PE | Project Engineer



300 Southborough Drive, Suite 200
South Portland, ME 04106
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www.gorrillpalmer.com

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ATTACHMENT D

ARCHITECTURAL DRAWINGS

ARCHITECTURAL LAYOUT PLAN LEGEND

NOT IN CONTRACT (N/C)

EXIST. (RM, NAME)

EXIST. WALL TO REMAIN

EXISTING DOOR TAG

EXISTING FRAME/DOOR HARDWARE UNIT TO REMAIN (U.I.O. ON PLAN OR DOOR SCHED.)

GLAZING TAG

EXIST. GLAZING UNIT OR ATTACHED SIEGLIGHT

EXISTING ROOM/CIRCULATION TAG

EXISTING COLUMN/BEARING GRID

PROPOSED COLUMN/BEARING GRID

BUILDING SECTION TAG

EXTERIOR ELEVATION TAG

WALL SECTION TAG

INTERIOR ELEVATION TAG

INTERIOR ELEVATION TAG

SECTION TAG

DETAIL/SECTION TAG

CENTERLINE SYMBOL

KEYNOTE TAG

PROPOSED ROOM/CIRCULATION TAG

PROPOSED SURF. MTD. FIRE EXTINGUISHER W/REQ'D STORAGE

PROPOSED SEMI-RECESSED FIRE EXTINGUISHER CABINET & ASSOC. CABINET IN ALL FIRE-RESISTANT WALLS

PROPOSED DOOR TAG

PROPOSED OR RELOCATED FRAME/DOOR/HARDWARE UNIT (U.I.O. ON PLAN OR DOOR SCHED.)

GLAZING TAG

PROPOSED GLAZING UNIT OR ATTACHED SIEGLIGHT

PARTITION TYPE TAG

PROPOSED PARTITION, REFER TO PARTITION GRAPHICS LEGEND FOR MORE INFO.

CURRENT REVISION

PREVIOUS REVISION

GENERAL NOTES

1. REFER TO SHEET A001 FOR ADDITIONAL NOTES, SCHEDULES, AND SPECIFICATIONS.
2. NEW SECURITY CEILING SHALL BE INSTALLED OVER ALL STORAGE UNITS THAT DO NOT EXTEND TO THE UNDERSIDE OF STEEL DECKS.
3. ALL NEW SECURITY CEILING SHALL BE INSTALLED OVER ALL STORAGE UNITS CONSIDERING TO 48" MIN. AFF @ ALL OUTSIDE CORNERS SHALL BE INSTALLED @ EA. SIDE OF ALL STORAGE UNIT CORRIDORS & ALCOVES.

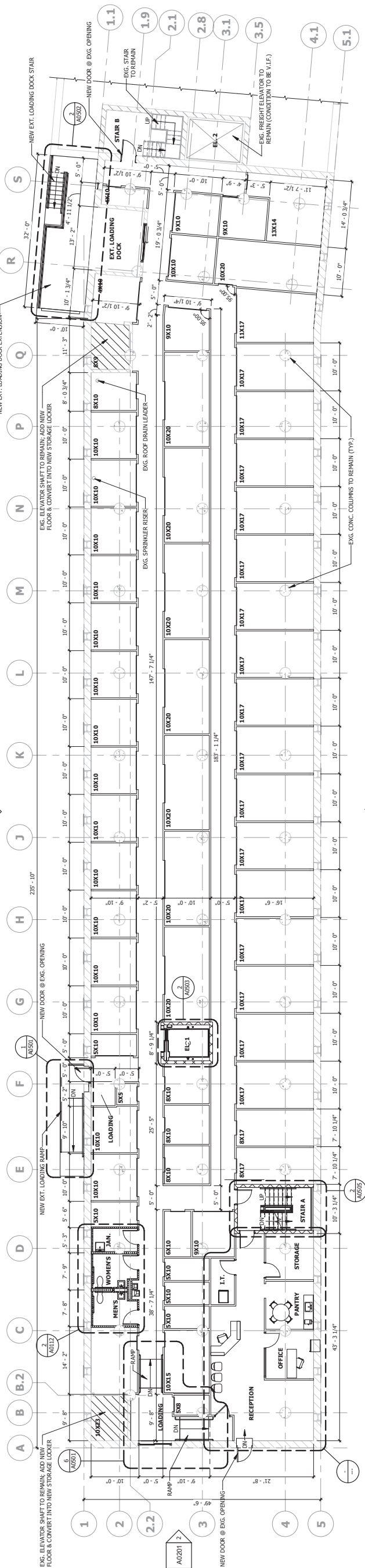


True Storage Biddeford
22 Main Street Bldg. #36
Biddeford, ME 04005



1 SHELL BUILDING PLAN LEVEL 00

A0101 3/23" = 1'-0"



2 SHELL BUILDING PLAN LEVEL 01

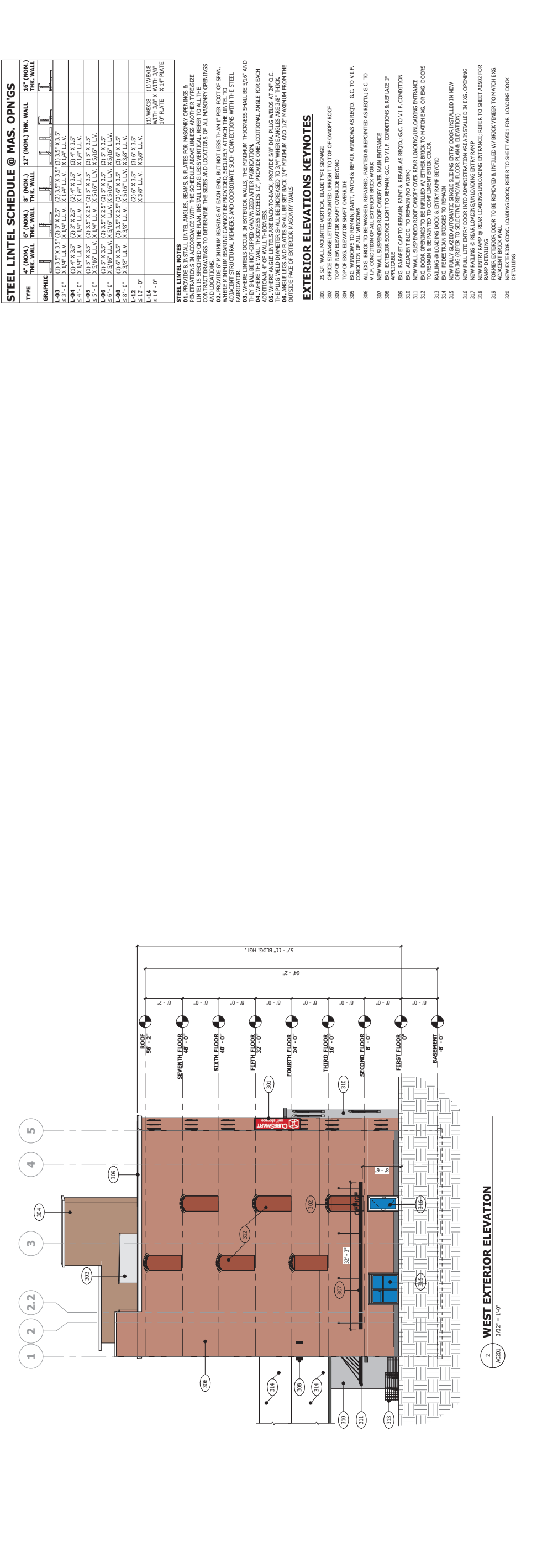
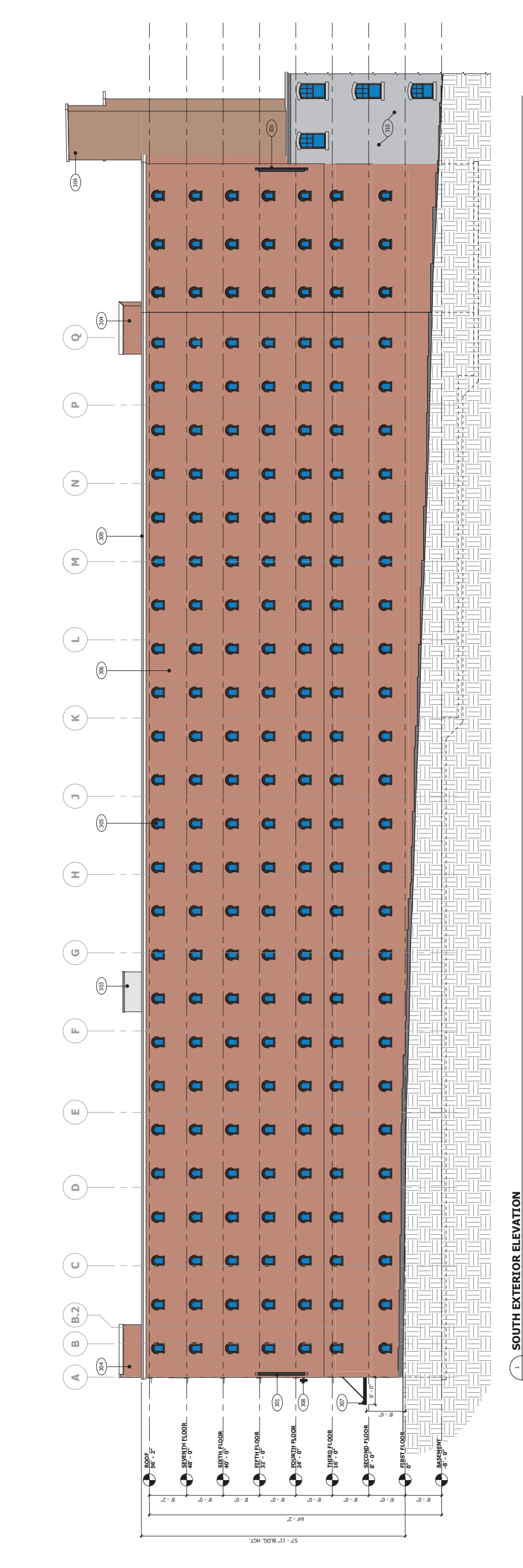
A0101 3/23" = 1'-0"

SHELL BUILDING FLOOR PLAN - LEVEL 00
& LEVEL 01

Sheet Issue Date: N.F.C.
Project No.: XXXXXX-XX
Approved By: CL
Drawn By: MN

A0101

Scale: As Indicated



312 EXC. DOOR OPENINGS TO BE INILLED W/ EITHER BRICK TO MATCH EXC. OR BKG. DOORS
TO REMAIN & BE PAINTED TO COMPLEMENT BRICK COLOR

313 RAILING @ LOADING DOCK & ENTRY RAMP BEYOND

314 EXC. PEDESTRIAN BRIDGES TO REMAIN

315 NEW FULLY GLAZED AUTOMATIC SINGLE SLIDING ENTRY DOOR INSTALLED IN NEW
OPENING (REFER TO SELECTIVE REMOVAL FLOOR PLAN & ELEVATION)

316 NEW BRICK LITE EXTENDED LOW-CONCENTRATION AREA INILLED W/ CONC. OR BRICK

301	25 S.F. WALL MOUNTED VERTICAL BLADE TYPE SIGAUGE
302	OFFICE SIGAUGE LETTERS MOUNTED UPRIGHT TO TOP OF CANOPY ROOF
303	TOP OF NEW ELEVATOR SHAF T OVERLIDE BEYOND
304	TOP OF EXG. ELEVATOR SHAF T OVERLIDE
305	CONCRETE OF NEW PATCH, PATCH, REPAIR WINDOWS AS REQD. G.C. TO V.I.F.
306	CONCRETE OF NEW PATCH, PATCH, REPAIR WINDOWS AS REQD. G.C. TO V.I.F.

[illegible]

GENERAL NOTES
REFER TO SHEET A0001 FOR ADDITIONAL GENERAL NOTES

STEEL LINTEL SCHEDULE @ MAS. OPN'GS					
TYPE	4" (NON) THK WALL	5" (NON) THK WALL	8" (NON) THK WALL	12" (NON) THK WALL	16" (NON) THK WALL
GRAPHIC					
-L-03	(1) 3.5" X 3.5" X 2.25" (1) 1/4" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 3.5" X 3.5" (1) 1/4" L.L.V.	(3) 3.5" X 3.5" (1) 1/4" L.L.V.	
-L-04	(1) 4" X 3.5" (1) 1/4" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 4" X 3.5" (1) 1/4" L.L.V.	(3) 4" X 3.5" (1) 1/4" L.L.V.	
-L-05	(1) 4" X 3.5" (1) 1/4" L.L.V.	(2) 4" X 2.5" (1) 1/4" L.L.V.	(2) 4" X 3.5" (1) 1/4" L.L.V.	(3) 4" X 3.5" (1) 1/4" L.L.V.	
-L-06	(1) 5" X 3.5" (1) 1/2" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 5" X 3.5" (1) 1/2" L.L.V.	(3) 5" X 3.5" (1) 1/2" L.L.V.	
-L-08	(1) 6" X 3.5" (1) 1/2" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 6" X 3.5" (1) 1/2" L.L.V.	(3) 6" X 3.5" (1) 1/2" L.L.V.	
-L-12	(1) 8" X 3.5" (1) 1/2" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 8" X 3.5" (1) 1/2" L.L.V.	(3) 8" X 3.5" (1) 1/2" L.L.V.	
-L-12-07	(1) 8" X 3.5" (1) 1/2" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 8" X 3.5" (1) 1/2" L.L.V.	(3) 8" X 3.5" (1) 1/2" L.L.V.	
-L-14-07	(1) 10" X 3.5" (1) 1/2" L.L.V.	(2) 3.5" X 2.5" (1) 1/4" L.L.V.	(2) 10" X 3.5" (1) 1/2" L.L.V.	(3) 10" X 3.5" (1) 1/2" L.L.V.	(1) 10" X 3.5" WITH 3/8" X 3/8" X 1/4" PLATE

STEEL LIPSEL NOTES

1. **STEEL LIPSEL ANGLES, BEAMS, & PLATES FOR MASONRY OPENINGS & PENETRATIONS** IN ACCORDANCE WITH THE SCHEDULE ABOVE UNLESS ANOTHER TYPE/SIZE IS SPECIFIED ON THE PLAN. INSTALL LONGER VERTICAL REINFOR TO ALL THE LIPSEL ANGLES TO DETERMINE THE SIZES AND LOCATIONS OF ALL THE MASONRY OPENINGS AND LOCATIONS.

2. **PROVIDE 6 MINIMUM BEARING AT EACH END, BUT NOT LESS THAN 1" PER FOOT OF SPAN** AND PROVIDE 6 MINIMUM BEARING AT EACH END, BUT NOT LESS THAN 1" PER FOOT OF SPAN.

3. **ADJUST STRUCTURAL MEMBERS AND COORDINATE SUCH CONNECTIONS WITH THE STEEL FABRICATOR.**

4. **WHERE THE STEEL COLLAR AT EXTERIOR WALLS, THE MINIMUM THICKNESS SHALL BE 5/16" AND IT SHALL BE NOT DIPPED GALVANIZED AFTER FABRICATION.**

5. **WHERE THE WALL THICKNESS EXCEEDS 17", PROVIDE ONE ADDITIONAL ANGLE FOR EACH 4".**

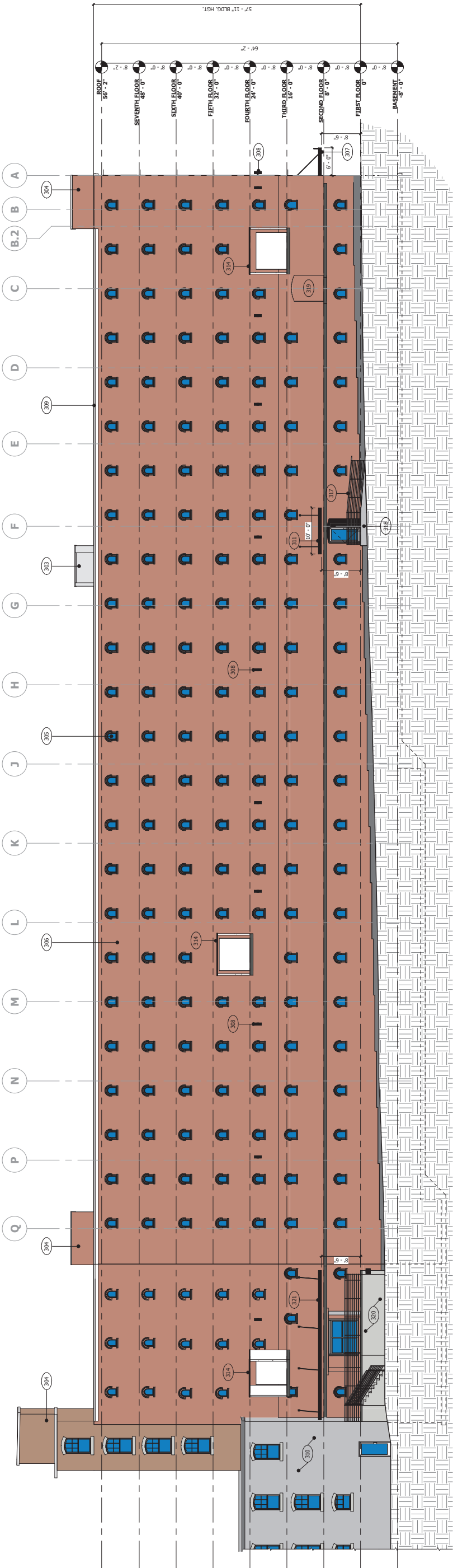
6. **WHERE THE WALL THICKNESS ARE BACK-TO-BACK, PROVIDE 5/16" DIA. PILING WELLS AT 24" O.C.**

7. **THE PILING WELLS DIAMETER SHALL BE INCREASED TO 3/4" WHERE ANGLES ARE 3/8" THICK.**

8. **WHERE THE WALL THICKNESS ARE BACK-TO-BACK, PROVIDE 1/4" MINIMUM AND 1/2" MAXIMUM FROM THE OUTSIDE FACE OF EXTERIOR MASONRY WALLS.**

EXTERIOR ELEVATIONS KEYNOTES

- | | |
|-----|--|
| 295 | 25. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 296 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 297 | 26. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 298 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 299 | 27. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 300 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 301 | 28. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 302 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 303 | 29. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 304 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 305 | 30. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 306 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 307 | 31. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 308 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 309 | 32. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 310 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 311 | 33. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 312 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 313 | 34. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 314 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 315 | 35. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 316 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 317 | 36. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 318 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |
| 319 | 37. SE. WALL MOUNTED VERTICAL BLADE TYPE SIGMA |
| 320 | OFFICE SIGNAGE LEFT WALL MOUNTED UPRIGHT TO TOP OF CANOPY ROOF |



1 NORTH
A0202 $3/32" = 1'-0"$

Sheet Issue Date:	03/14/23	ARCHITECTURAL
Project No.:	XXXXXXXX	
Approved By:	CL	
Drawn By:	MN	

3-D EXTERIOR RENDERING

[illegible]

True Storage Biddford
22 Main Street Bldg. #36
Biddford, ME 04005



ATTACHMENT E

SITE PHOTOS

Project Photos – Pepperell Mill Building 36, Proposed Self Storage Facility



West Face of Building 36 (Looking East)



Alleyway between Building 13 and Building 36 (Looking East)



32 Main St Entrance (Looking North)



West Face of Building 36 (Looking Southeast)



West Entrance of Building 36 (Looking Southeast)



Aerial Bridge over Alleyway (Looking East)



Alleyway Egress to Building 36 (Looking South)



Bulkhead Doors in Rear of Existing Building (Looking Southeast)



Building 13 Loading Dock in Rear Alley (Looking East)



Existing Building 36 Loading Dock at End of Alleyway (Looking East)



Building 36 Loading Dock (Looking South)



Dumpster adjacent to Building 36 Loading Dock (Looking East)



Sidewalk and Catch Basin in Alleyway (Looking East)



Aerial Bridge over Rear Alley (Looking West)



Alleyway and Aerial Bridge Adjacent to Existing Building (Looking West)



Parking Stalls Along Building 13 Building (Looking Northwest)



Parking Lot and 32 Main St Entrance Adjacent to Existing Building (Looking West)



South Face of Existing Building (Looking East)



Crosswalk across Parking Lot Entrance (Looking West)



WWII Memorial Plaque on South Face of Building 36

ATTACHMENT F

TRAFFIC MEMO

TECHNICAL MEMORANDUM
PEPPERELL MILL SELF STORAGE FACILITY
BIDDEFORD, ME
MARCH 14, 2023

INTRODUCTION

The project site is Building 36 of the Pepperell Mill, located at 32-40 Main Street in Biddeford, Maine. The purpose of this memo is to provide a preliminary traffic evaluation of the potential impacts associated with the proposed 827-unit self-storage facility. This memorandum evaluates trip generation, safety, and parking demand.

The following is a summary of the methodology, results, and conclusions of the evaluation with supporting documentation attached.

TRIP GENERATIONS

Calculated Trip Generation

The trip generation for the storage unit facility has been calculated using the Institute of Transportation Engineers' (ITE) publication, *Trip Generation*, Eleventh Edition, the most recent edition accepted by MaineDOT. As identified previously, the project includes conversion of existing building 36 in Pepperell Mill to an 827-unit self-storage facility. After careful review of the Land Use Codes (LUC) provided in the 11th Edition of the *Trip Generation*, the following was selected to calculate the trip generation for the proposed use:

Proposed Trip Generation Variables

- LUC 151 – Mini Warehouse – 827 Units

The following table summarizes the trip generation for the proposed development. The trip generation rate is based on per 100 storage units.

Table I – Trip Generation

Time Period	Trip Generation (Trip Ends) – 827 Units			
	Rates per 100 units	Enter	Exit	Total
Weekday	17.96	75	75	150
AM Peak Hour of ADJ St	1.21	5	5	10
PM Peak Hour of ADJ St	1.68	5	5	10
AM Peak Hour Generator	2.04	10	7	17
PM Peak Hour Generator	2.07	8	9	17
Saturday	16.29	68	68	136
Sat Peak Hour Generator	2.67	12	10	22

As shown in Table I, the highest forecast trip generation for a peak hour occurs during the Saturday peak hour of the generator with 22 trip ends. This trip generation is far below the 100-trip end threshold for requiring a MaineDOT Traffic Movement Permit (TMP). For this evaluation, a trip end is a trip into or out of the site, thus a round trip is equal to two trip ends. Table I also breaks down the



total trip ends into entering and exiting the site to provide a better understanding as to the anticipated traffic flow. The trip generation calculations for the proposed development are included in Attachment A.

In addition to determining if the project will require a MaineDOT TMP, the site was also evaluated to determine if a MaineDOT Entrance Permit is required. Because the project is located within the Urban Compact of a municipality, the proposed project will not require a MaineDOT Entrance Permit.

Observed Trip Generation

The above trip generation is based on a “typical” location as counted for the ITE Trip Generation Manual. It is our understanding that the applicant has a similar facility (720 units) located at 668 Stillwater Avenue in Bangor, Maine and observed that location for 10 hours. Based on that informal count, the site experienced the following over the course of 10 hours:

- Count on Saturday 1/28 – 15 visitors (30 trip ends/10 hours = 0.42 trip ends per hour per 100 units)
- Count on Thursday 1/26 – 6 visitors (12 trip ends/10 hours = 0.17 trip ends per hour per 100 units)

As seen from the above observations, the previously “calculated trip generation” could be conservatively high and actual trip generation for this facility may be less than forecast.

SAFETY REVIEW

Crash History:

To complete the safety review, GP requested the latest three-year (2019-2021) MaineDOT crash history for Main Street from Alfred Street to Emery Street. To evaluate whether a location has a potential crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met to be classified as an HCL. The criteria are as follows:

1. A critical rate factor (CRF) of 1.00 or more for a three-year period. A CRF compares the actual crash rate to the rate for similar intersections in the state, A CRF of less than 1.00 indicates a rate of less than average **and:**
2. A minimum of eight crashes over the same three-year period.

The following Table 2 summarizes the number of crashes and CRF over the three-year period between 2019 and 2021 for the roadway segment of Route 9 (Main Street) from Alfred Road to Emery Street.



Table 2 – Safety Evaluation

Node(s)	Description	# of Crashes	CRF	High Crash Location (Y/N)
Intersections				
54743	Int of Alfred Road & Main St	9	1.97	Y
54744	Int of Foss St & Main St	2	0.46	N
54745	Int of Emery St & Main St	2	0.47	N
Segments				
54743 – 54744	Main St between Alfred Rd to Foss St	7	3.63	N
54744 – 54745	Main St between Foss St to Emery St	9	3.05	Y

As shown in Table 2, there are 2 HCLs within the study area shown highlighted in yellow. Those locations are described in more detail as follows with crash data and collision diagrams provided in Attachment B:

Intersection of Alfred Road / Main St. (node 54743; 9 crashes & 1.97 CRF): Of the nine crashes, 6 were rear-end crashes of drivers turning from Alfred Road onto Main Street. It is unclear from the available descriptions what may be a contributing factor; however, it should be noted that 3 of the 6 crashes were identified with a contributing factor of “reckless”, and 4 of the 6 crashes were in 2019, with one in 2020 and one in 2021, so it is possible that the contributing factor leading to those 6 rear-end crashes has already been mitigated. Based on this evaluation, there is no suggested mitigation.

Main Street Link between Foss Street to Emery Street (node 54744 – node 54745; 9 crashes & 3.05 CRF): Of the 9 crashes, 8 involved drivers hitting parked vehicles. It is unclear from the information provided what the contributing factor may be; however, it should be noted that of the 8 crashes, 6 occurred in 2021. This could be an indicator that something in the area changed in 2021 causing these crashes. Based on this evaluation, there is no suggested mitigation.

Although not a high crash location, it should be noted that the Main Street roadway segment between Alfred Street and Foss Street is only one crash away from being a HCL. If this were to become a HCL, all of Main Street along the site frontage from Alfred Road to Emery Street would be a HCL.

PARKING DEMAND AND SUPPLY

Parking Demand

The parking generation for the proposed use has been calculated using the Institute of Transportation Engineers’ (ITE) publication, *Parking Generation*, Fifth Edition. As mentioned previously, the proposed use is an 827-unit self-storage facility. After careful review of the Land Use Codes (LUC) provided in the 5th Edition of the *Parking Generation*, the following was selected to calculate the parking generation for the proposed use:



Proposed Parking Generation Variables

- LUC 151 – Mini Warehouse – 827 Units

The following Table 3 summarizes the calculated parking demand for the peak hours of the proposed development with supporting information provided in Attachment C.

Table 3 – Parking Demand

Time Period	Parking Generation		
	Rate per 100 units	Parking Demand	Approximate Peak Hour
Weekday Peak Hour Demand	1.36	12	5:00 – 6:00 PM
Saturday Peak Hour Demand	0.94*	8	4:00 – 5:00 PM

*Based on only two counts

As summarized in Table 3, the peak parking demand is forecast to be 12 spaces and occur on a weekday from approximately 5:00 – 6:00 PM. It should be noted that the peak trip generation is forecast to occur during a Saturday peak hour, while the peak parking demand is forecast to occur during a peak weekday hour. This may be a result of the differences in concentration of trips within the hour or the duration of the stay on-site.

Parking Supply

It is our understanding that users of the site will have several options for parking. There will be two passenger vehicle spaces and a larger vehicle loading dock directly adjacent on the west side of the building that are designated for this use. There are an additional approximately 14 shared on-site parking spaces with adjacent uses and approximately 50 on-street parking spaces total within 400 feet from the site along both Main Street and Alfred. There are also striped parking spaces available in a nearby alley.

ATTACHMENTS

- A – Trip Generations
- B – Crash Data
- C – Parking Generation

u:\3842.51_pepperell mill - building 36 - self storage facility\traffic\memo\draft technical memo 03-14-23.doc



Attachment A

Trip Generation

.

Land Use: 151

Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

Mini-Warehouse (151)

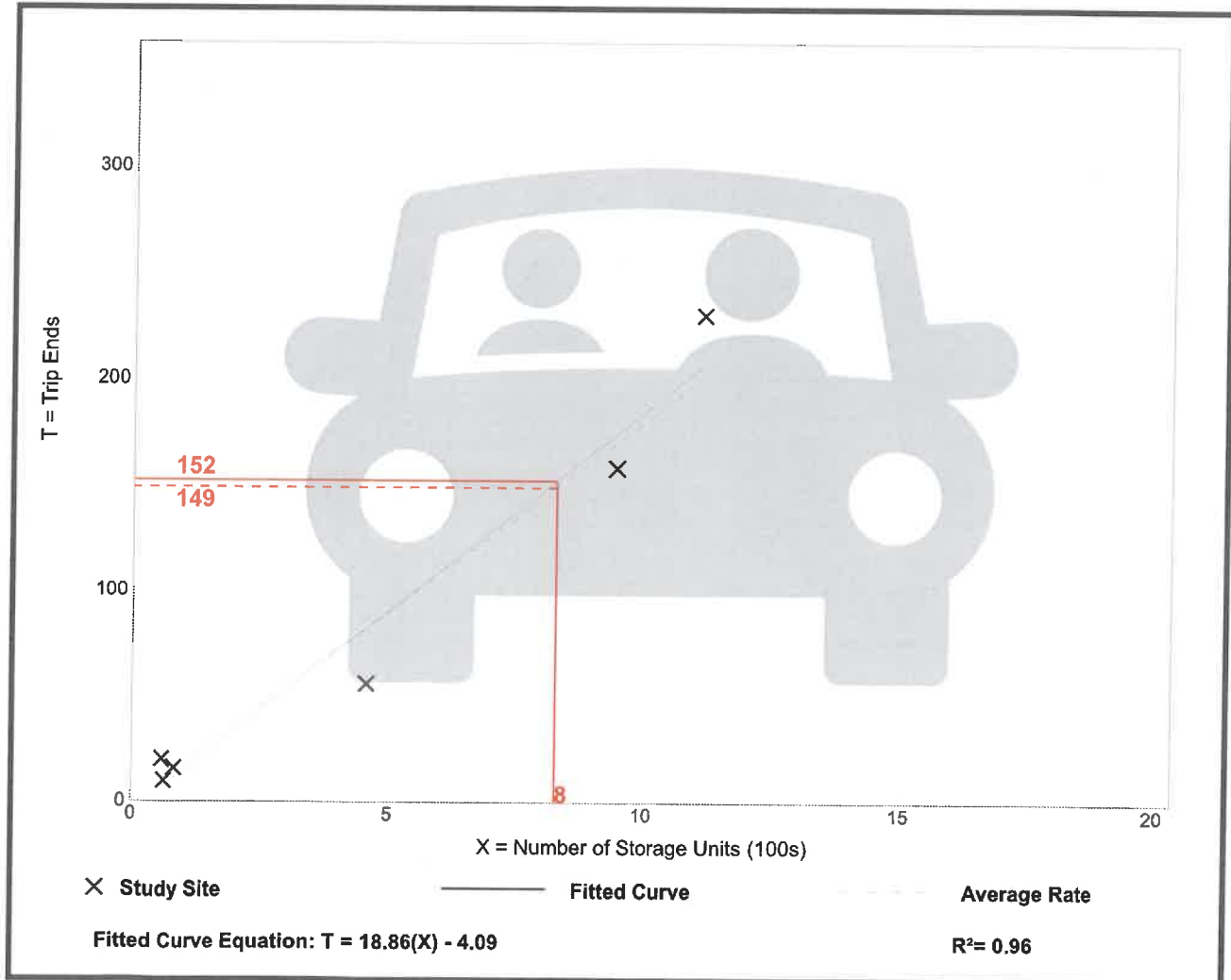
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Storage Units (100s): 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
17.96	12.25 - 33.33	4.13

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 7

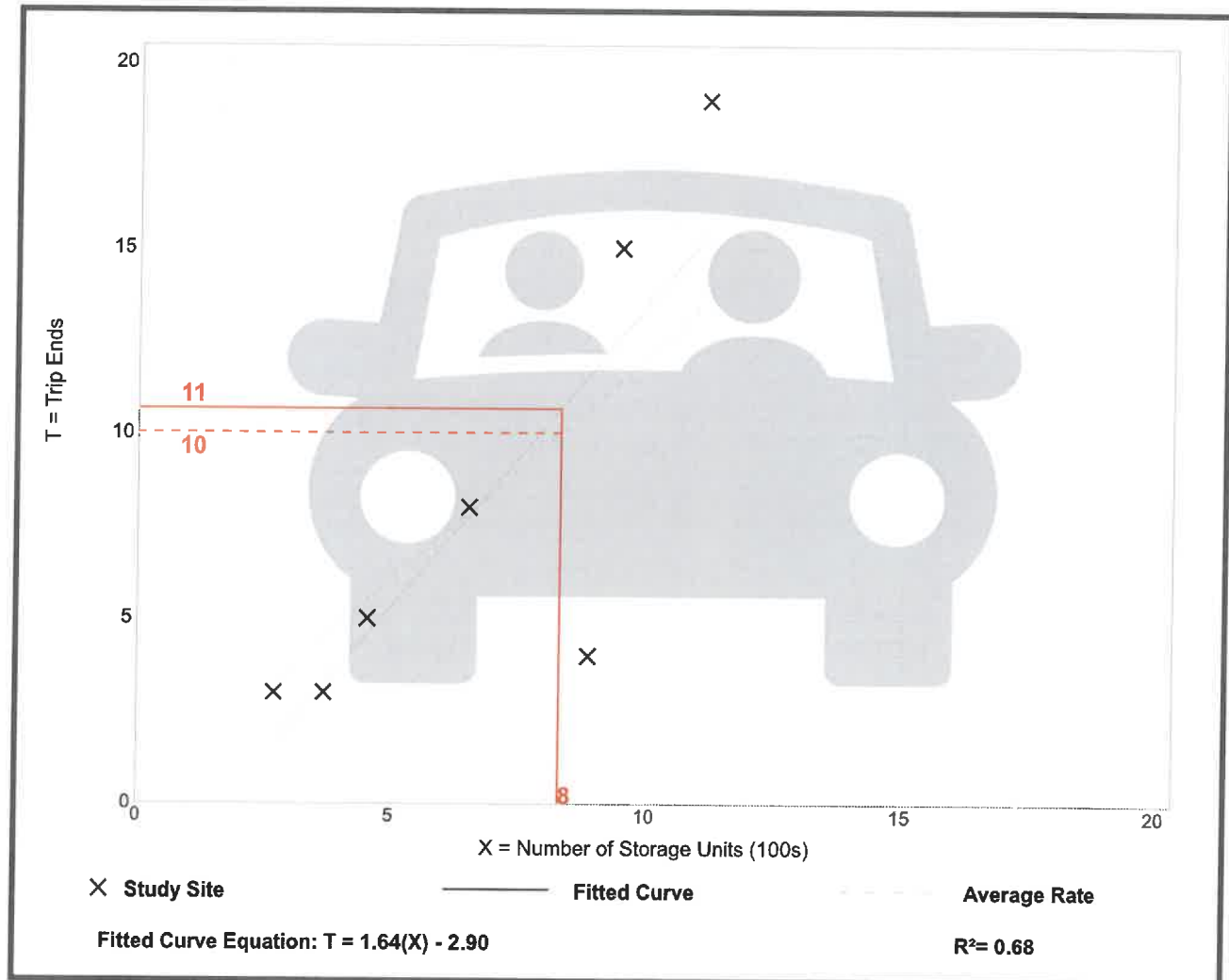
Avg. Num. of Storage Units (100s): 7

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.21	0.45 - 1.70	0.49

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

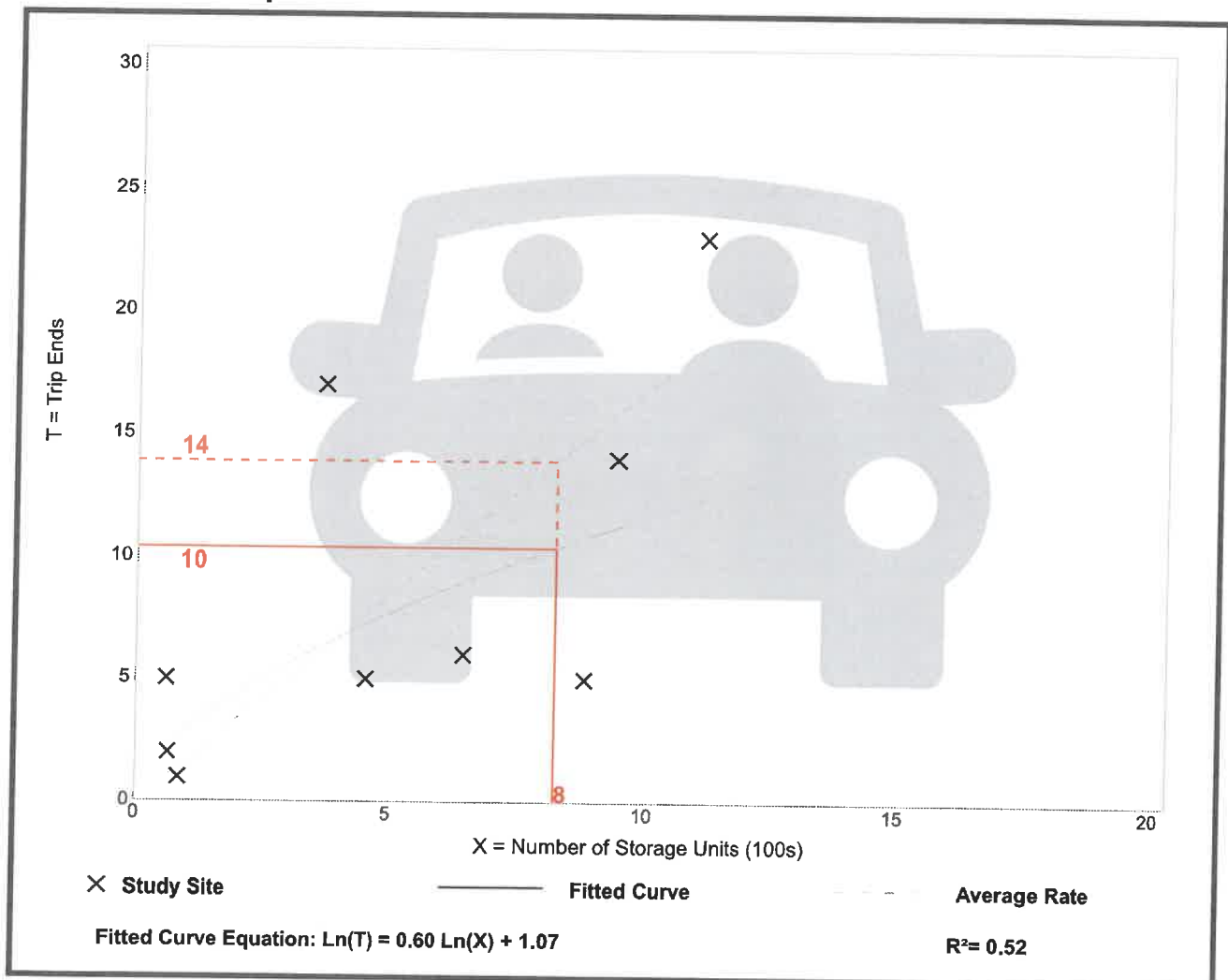
Avg. Num. of Storage Units (100s): 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.68	0.56 - 8.33	1.37

Data Plot and Equation



Mini-Warehouse (151)

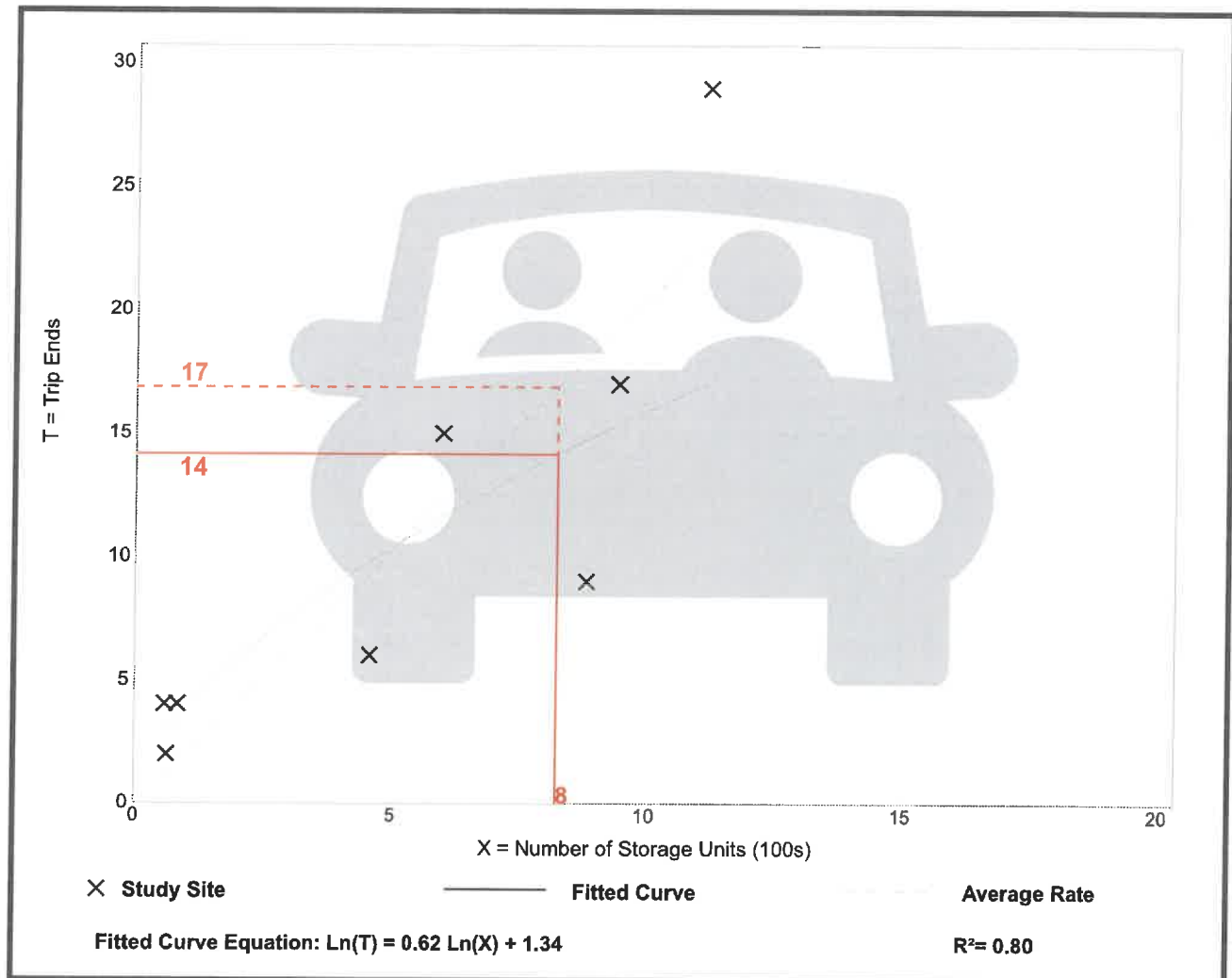
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Storage Units (100s): 5
Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.04	1.02 - 6.67	1.00

Data Plot and Equation



Mini-Warehouse (151)

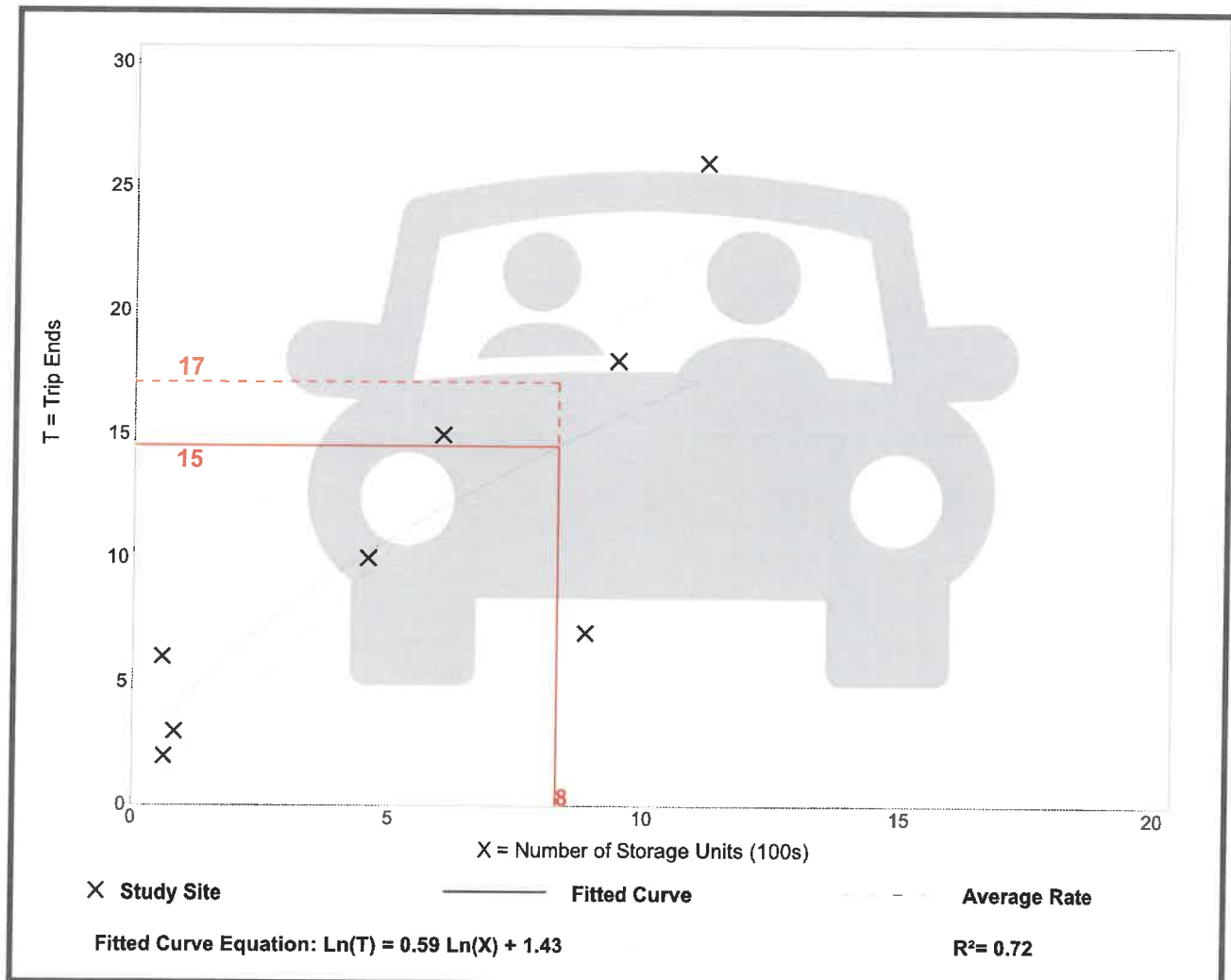
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. Num. of Storage Units (100s): 5
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.07	0.79 - 10.00	1.24

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)
On a: Saturday

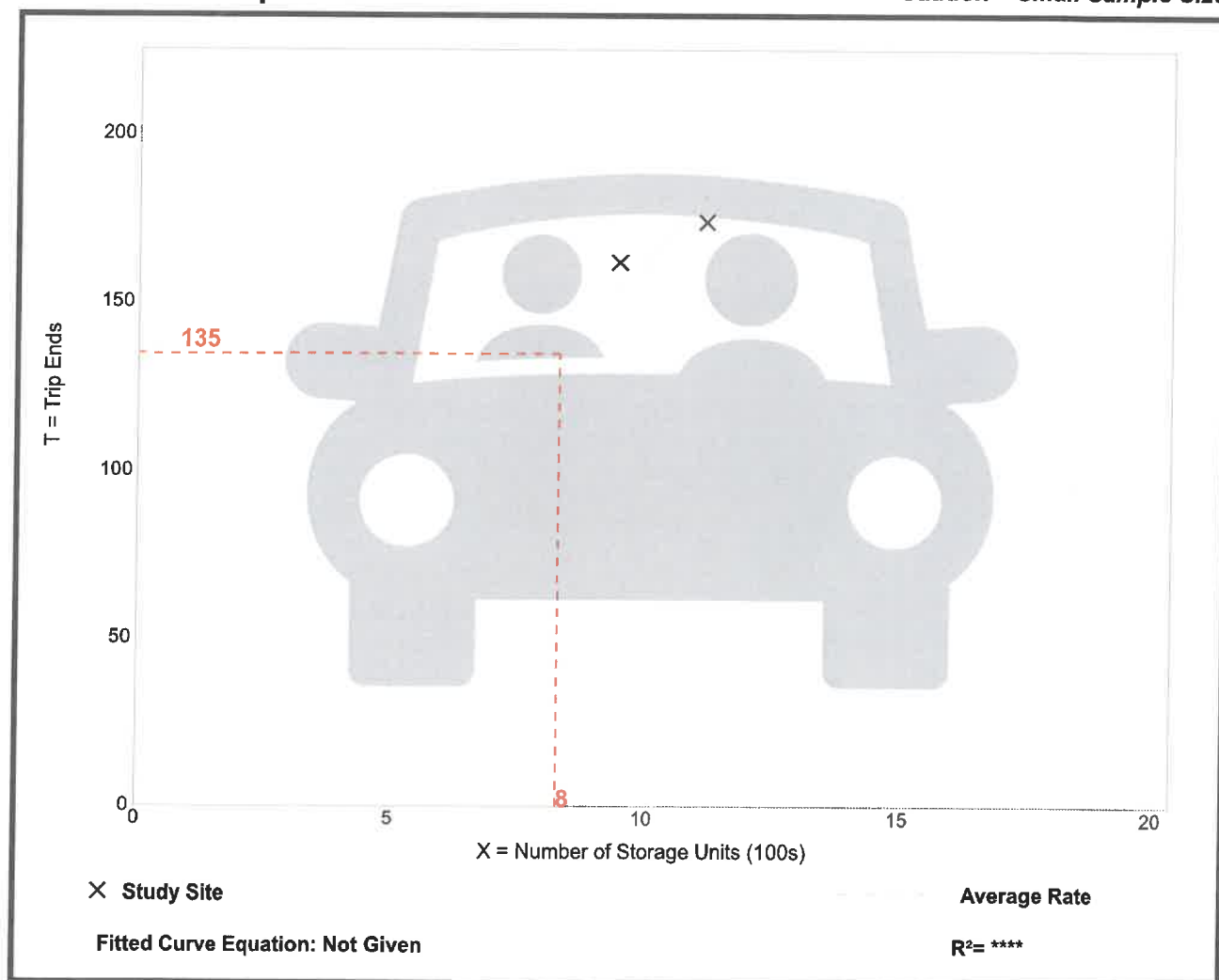
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Storage Units (100s): 10
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
16.29	15.58 - 17.12	*

Data Plot and Equation

Caution – Small Sample Size



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)
On a: Saturday, Peak Hour of Generator

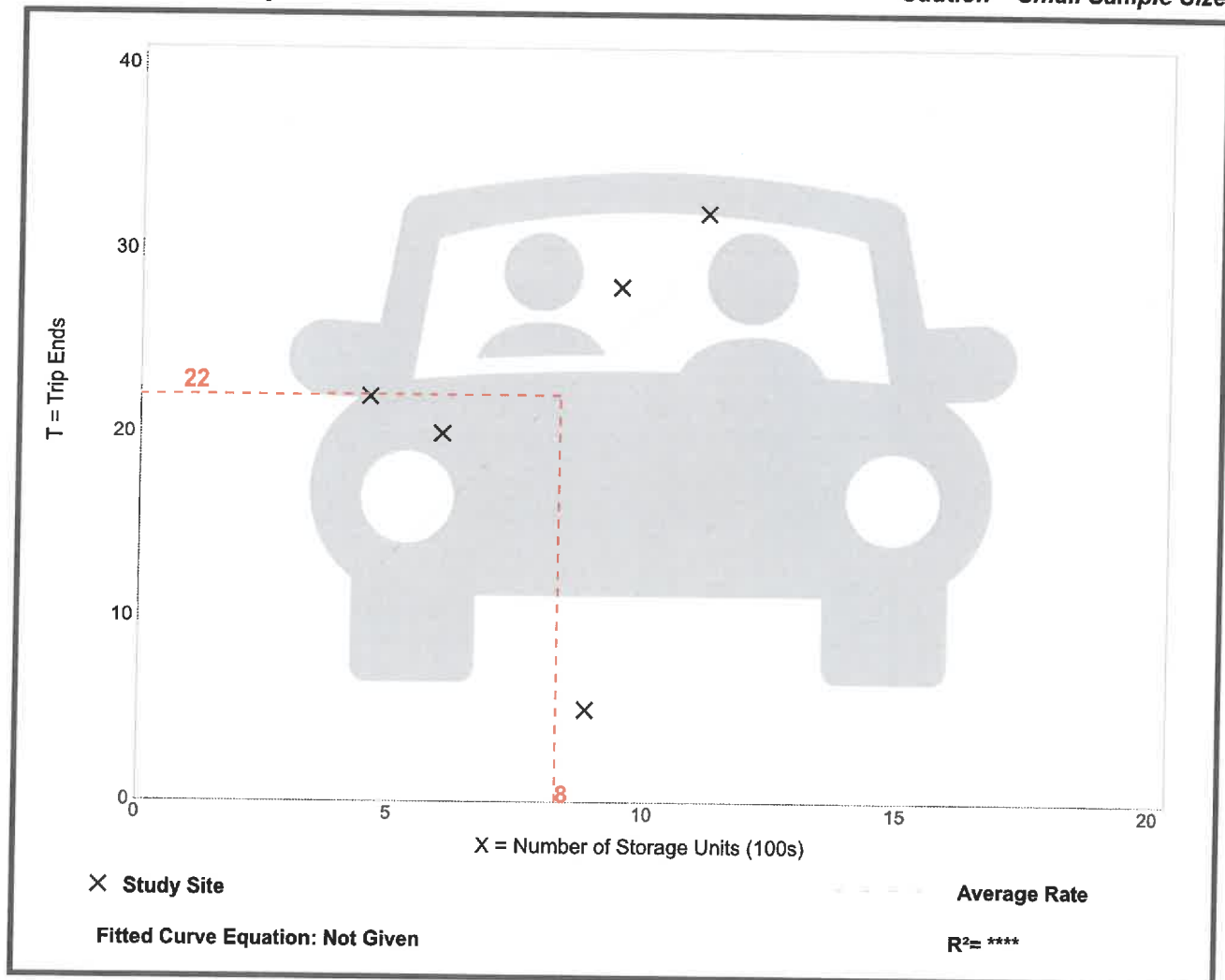
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. Num. of Storage Units (100s): 8
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.67	0.56 - 4.81	1.41

Data Plot and Equation

Caution – Small Sample Size





Attachment B

Crash Data

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I ☐ Section Detail ☒ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Biddeford

Rte. 9/Main St. from Rte. 111/Alfred St. to Emery St.

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

Route: **0009X**Start Node: **54743**Start Offset: **0**☐ Exclude First NodeEnd Node: **54745**End Offset: **0**☐ Exclude Last Node

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary I

Crash Summary I															
Node	Route - MP	Node Description	Nodes										Crash Rate	Critical Rate	CRF
			U/R	Total Crashes	Injury Crashes			Percent Annual M		Crash Rate	Critical Rate	CRF			
					K	A	B	C	PD				Injury	Ent-Veh	
54744	0009X - 37.50	Int of FOSS ST MAIN ST	2	2	0	0	0	0	2	0.0	4.179	0.16	0.35	0.00	
54745	0009X - 37.55	Int of EMERY ST MAIN ST	2	2	0	0	0	1	1	50.0	3.938	0.17	0.36	0.00	
54743	0009X - 37.47	Int of ALFRED ST MAIN ST	2	9	0	0	1	4	4	55.6	4.368	0.69	0.35	1.97	
Study Years: 3.00				NODE TOTALS:											
					13	0	0	1	5	7	46.2	12.485	0.35	0.27	1.29

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary I

Sections																	
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury Crashes				Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
54743	54744	3129554	0 - 0.03	0009X - 37.47 ST RTE 9	0.03	2	7	0	0	0	2	5	28.6	0.00113	2058.44	567.25	3.63
Int of ALFRED ST MAIN ST														Statewide Crash Rate: 158.37			
54744	54745	4339867	0 - 0.05	0009X - 37.50 ST RTE 9	0.05	2	9	0	0	1	1	6	25.0	0.00199	1507.28	494.16	3.05
Int of FOSS ST MAIN ST														Statewide Crash Rate: 158.37			
Study Years:		3.00	Section Totals:		0.08		16	0	0	1	3	11	25.0	0.00312	1707.27	439.89	3.88
			Grand Totals:		0.08		29	0	0	2	8	18	34.5	0.00312	3094.43	631.46	4.90

Crash Summary

Crash Summary

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	K	Section Details				Crash Report	Crash Date	Crash Mile Point	Injury Degree										
							A	B	C	PD														
54743	54744	3129554	0 - 0.03	0009X - 37.47	7	0	0	0	2	5	2020-9517	04/02/2020	37.48	C										
											2019-4071	01/24/2019	37.49	C										
											2021-4801	02/18/2021	37.49	PD										
											2019-50186	04/26/2019	37.49	PD										
											2019-2686	01/24/2019	37.49	PD										
											2020-23552	09/29/2020	37.49	PD										
											2021-10469	04/28/2021	37.49	PD										
											2021-32953	11/17/2021	37.51											
54744	54745	4339867	0 - 0.05	0009X - 37.50	9	0	0	1	1	6	2021-32965	11/18/2021	37.51	PD										
											2021-13971	06/02/2021	37.52	PD										
											2021-20826	07/31/2021	37.53	PD										
											2019-52436	05/22/2019	37.54	B										
											2021-20545	07/28/2021	37.54	C										
											2020-24060	10/03/2020	37.54	PD										
											2019-75572	12/05/2019	37.54	PD										
											2021-34867	12/02/2021	37.54	PD										
											Totals:					16	0	0	1	3	11			

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics**Crashes by Day and Hour**

Day Of Week	AM											Hour of Day											PM											Un	Tot
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11											
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1								
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0								
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	2	1	0	0	0	0	0	0	0	7								
THURSDAY	0	0	0	1	0	0	0	1	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	8								
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	1	0	0	0	0	0	0	0	4								
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	1	0	1	2	0	2	0	1	1	0	0	0	0	0	0	8								
Totals	0	0	0	1	0	0	0	1	0	0	0	1	1	3	4	2	5	5	4	1	0	0	1	0	0	0	29								

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	28	23-Bicyclist	0
2-(Sport) Utility Vehicle	14	24-Witness	5
3-Passenger Van	1	25-Other	0
4-Cargo Van (10K lbs or Less)	3	26-Construction	0
5-Pickup	6	27-Farm Vehicle	0
6-Motor Home	1	Total	62
7-School Bus	0		
8-Transit Bus	0		
9-Motor Coach	0		
10-Other Bus	0		
11-Motorcycle	1		
12-Moped	0		
13-Low Speed Vehicle	0		
14-Autocycle	0		
15-Experimental	0		
16-Other Light Trucks (10,000 lbs or Less)	0		
17-Medium/Heavy Trucks (More than 10,000 lbs)	2		
18-ATV - (4 wheel)	0		
20-ATV - (2 wheel)	0		
21-Snowmobile	0		
22-Pedestrian	1		

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	2	23	2	0	0	0	27
Ran Off Roadway	1	0	0	0	0	0	1
Failed to Yield Right-of-Way	6	0	0	0	0	0	6
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	2	0	0	0	0	0	2
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	3	0	0	0	0	0	3
Failed to Keep in Proper Lane	5	0	0	0	0	0	5
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	5	0	0	0	0	0	5
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	4	0	0	0	0	0	4
Unknown	1	0	0	0	0	0	1
Total	29	23	2	0	0	0	54

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	25	16	0	0	0	0	41
Physically Impaired	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	1	0	0	0	0	0	1
Other	0	0	0	0	0	0	0
Total	26	16	0	0	0	0	42

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	3	0	0	0	0	3
20-24	8	0	0	0	0	8
25-29	6	0	0	0	0	6
30-39	8	0	0	0	0	8
40-49	12	0	0	0	0	12
50-59	6	0	0	0	0	6
60-69	5	0	0	0	0	5
70-79	2	0	0	0	0	2
80-Over	4	0	0	0	0	4
Unknown	2	0	0	1	0	3
Total	56	0	0	1	0	57

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2019	2020	2021	Total
JANUARY	2	1	0	3
FEBRUARY	0	1	1	2
MARCH	0	0	0	0
APRIL	1	1	1	3
MAY	4	0	1	5
JUNE	0	0	1	1
JULY	0	0	3	3
AUGUST	2	1	1	4
SEPTEMBER	0	1	0	1
OCTOBER	0	1	0	1
NOVEMBER	1	0	3	4
DECEMBER	1	0	1	2
Total	11	6	12	29

Report is limited to the last 10 years of data.

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Traffic Circle-Roundabout	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End - Sideswipe	9	0	9	0	0	1	0	0	0	0	0	0	0	0	19
Head-on - Sideswipe	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Intersection Movement	0	0	1	0	0	3	0	0	0	0	0	0	0	0	4
Pedestrians	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	10	2	13	0	0	4	0	0	0	0	0	0	0	0	29

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	3	0	0	0	0	0	0	0	0	0	0	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	12	0	0	0	0	0	0	0	0	0	1	13
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	5	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	1	6
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	3	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	3	3
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary II - Characteristics**Crashes by Weather, Light Condition and Road Surface**

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	1	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	20	0	0	0	0	0	0	1	0	0	8	29

H. C. L. CRASH COLLISION DIAGRAM DATA PACKAGE

COUNTY: YORK

TOWN: BIDDEFORD

LOW NODE: 54744 HIGH NODE: 54745

REGION: 1

U/R: URBAN

DESCRIPTION: Main St from Foss St to Emery St

RTE # / RD #: 0009X

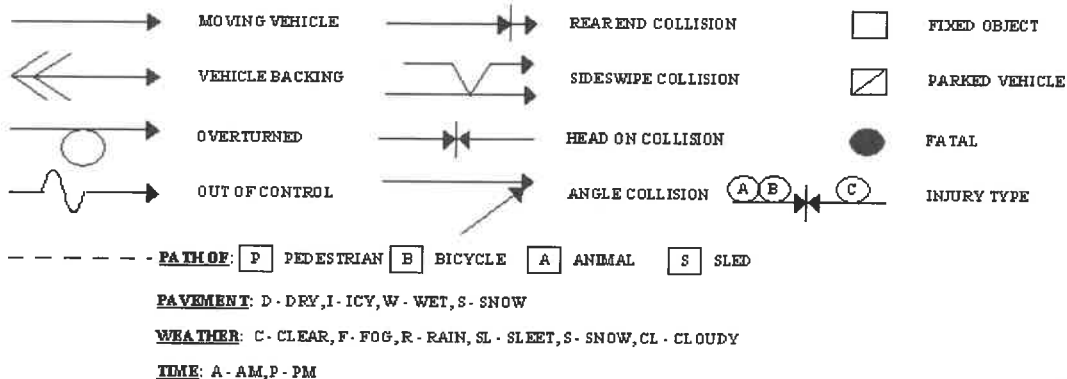
DATE DRAWN: 5/30/2022 DRAWN BY: Michelle

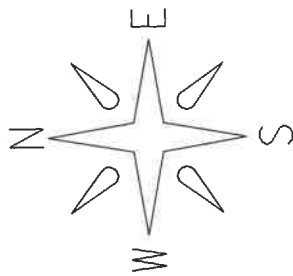
STUDY FROM: 1/1/2019

STUDY TO: 12/31/2021

CRASH RATE: 1507.28 CRF: 3.05 % INJURY: 22.2 TOTAL CRASHES: 9

LEGEND





Biddeford

Link: 54744-54745

Element: 4339867

Study Period: 2019-2021

of Crashes: 9 / CRF: 3.05

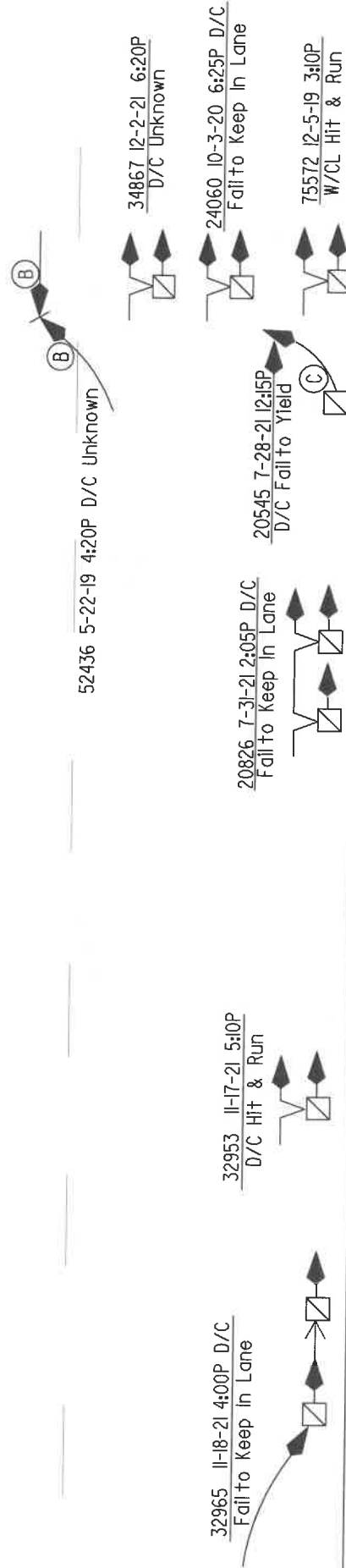
Prepared by Office of Safety & Mobility (MP 5/30/22)

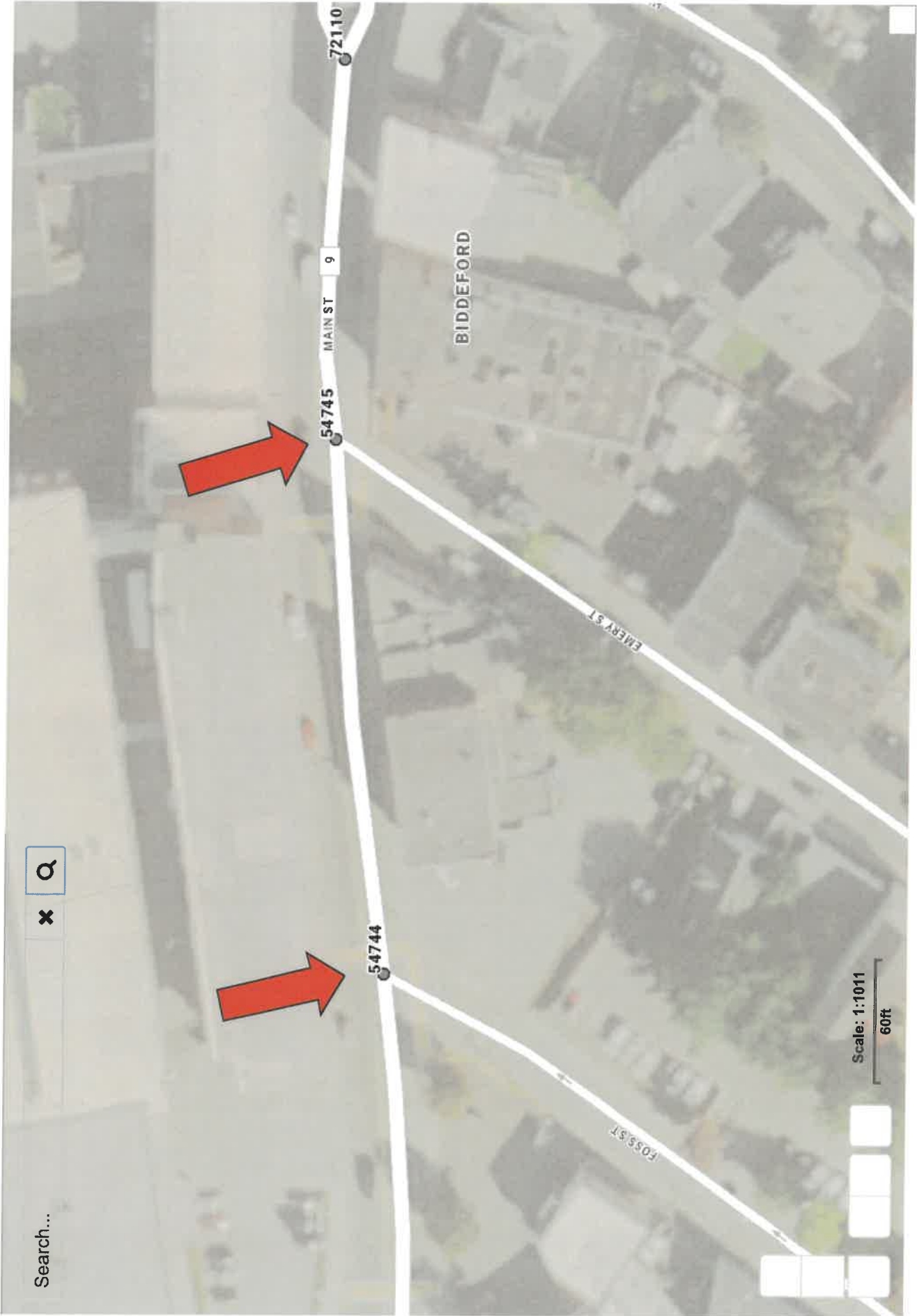
54744

54745

Main St
Rt 9

13971 6-2-21 3:00P D/C
Fail to Keep In Lane





H. C. L. CRASH COLLISION DIAGRAM DATA PACKAGE

COUNTY: YORK

TOWN: BIDDEFORD

LOW NODE: 54743 HIGH NODE: 0000

REGION: 1

U/R: URBAN

DESCRIPTION: Int of Alfred St and Main St

RTE # / RD #: 0009X

DATE DRAWN: 7/7/2022

DRAWN BY: BOB K

STUDY FROM: 1/1/2019

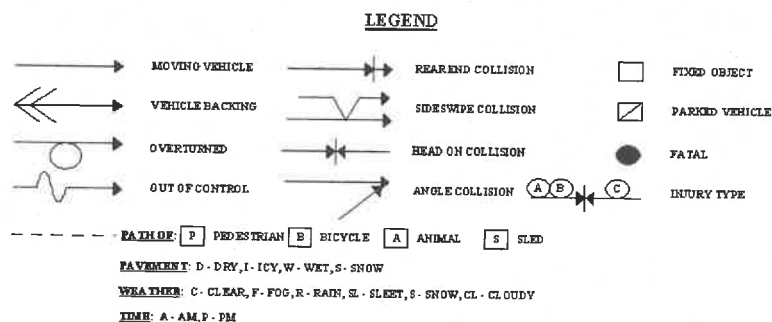
STUDY TO: 12/31/2021

CRASH RATE: 0.69

CRF: 1.97

% INJURY: 55.6

TOTAL CRASHES: 9



Biddeford

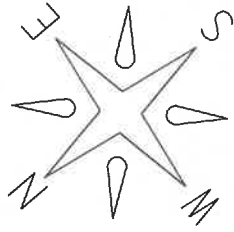
Node: 54743

Study Period: 2019-2021

of Crashes: 9 / CRF: 1.97

Prepared by Office of Safety & Mobility

RFK3 7-7-22



Main St.

Main St.

2415 1-18-20 7:20P S/S Fail To Yield

75595 11-21-19 1:15P
D/C Fail To Yield

Yield

63814 8-30-19 6:35P D/C Inattention
6988 7-3-21 4:50P D/CL Rolling parked car
operator vehicle jumped in and dragged
20540 8-28-20 4:20P D/CL Follow Close
20843 8-6-21 5:45P D/C Reckless
51142 5-1-19 6:30P D/CL Reckless
60397 8-3-19 1:45P D/C Reckless
75597 5-25-19 11:40A D/C Follow Too Close

Alfred St.





Attachment C

Parking Generation

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	0	—
5:00 a.m.	0	—
6:00 a.m.	0	—
7:00 a.m.	0	—
8:00 a.m.	14	—
9:00 a.m.	71	—
10:00 a.m.	50	—
11:00 a.m.	79	—
12:00 p.m.	57	—
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	—
9:00 p.m.	0	—
10:00 p.m.	0	—
11:00 p.m.	0	—

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

Source Numbers

37, 314, 415, 556, 562

Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 6:00 p.m.

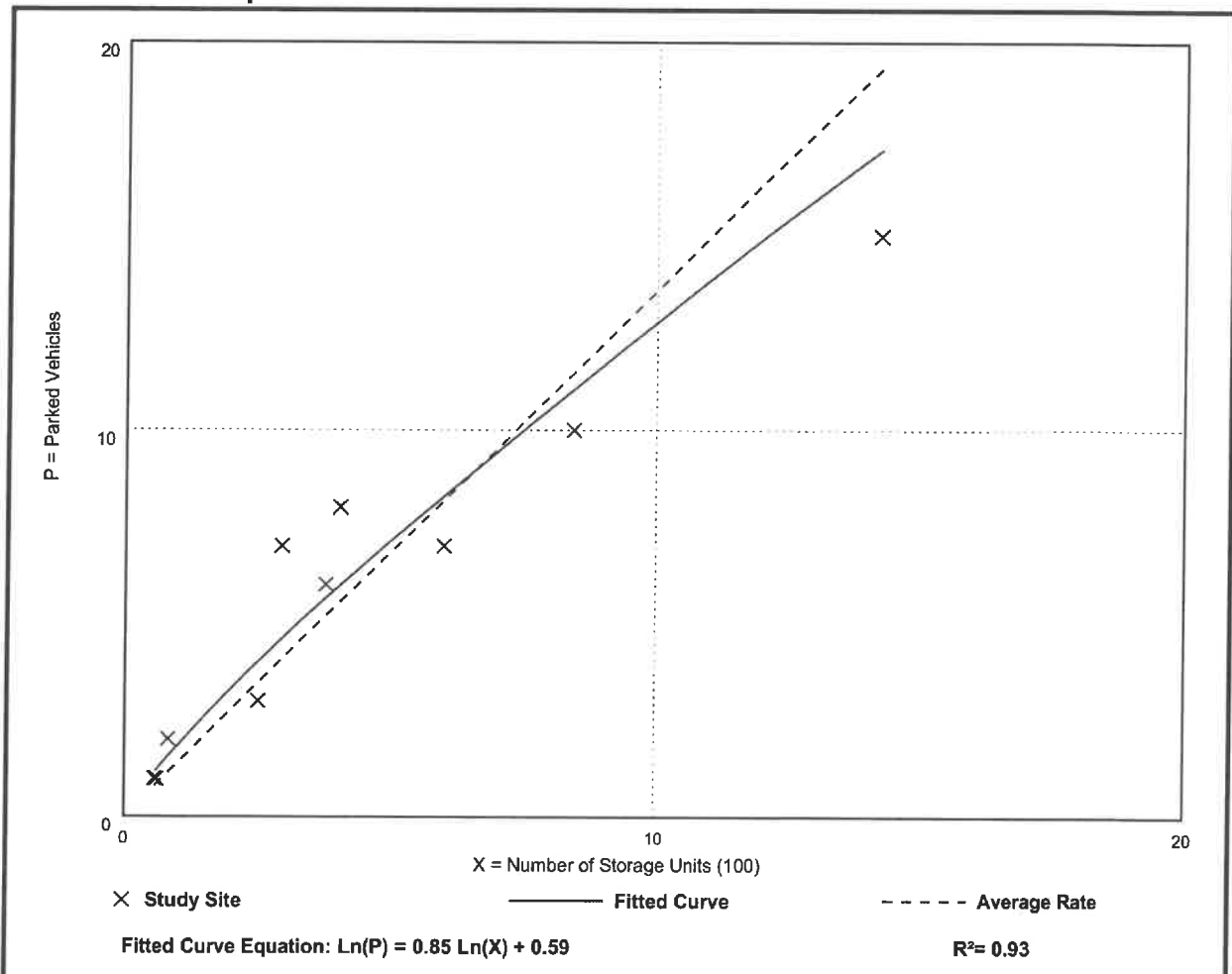
Number of Studies: 10

Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

Number of Studies: 2

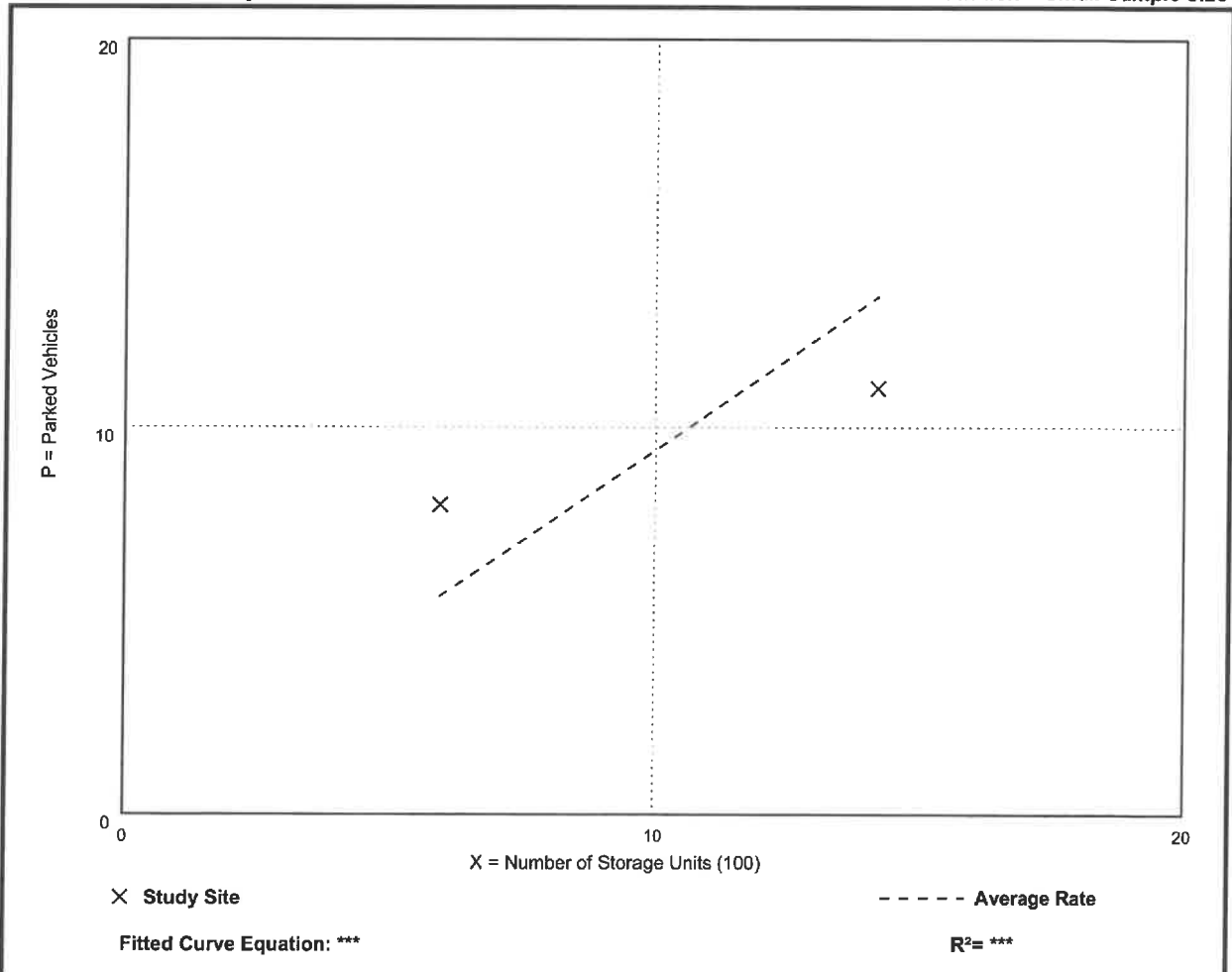
Avg. Num. of Storage Units (100): 10

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



ATTACHMENT D

ARCHITECTURAL DRAWINGS

[illegible]

Sheet Issue Date: _____
 Project No: 30,000
 Approved By: _____
 Drawn By: _____

[illegible]

THE STAGE
670 N. COMMERCIAL ST.
NANCHESTER, NH 03101
P: 603.622.4223
F: 603.622.7342
www.zivestage.com

U:\3842\51_Pepperell Mill - Building 36 - Self Storage Facility\YZ - CAD\DWG\3842-51-COVER.dwg 3/15/2023 10:57 AM

PROJECT PARCEL SITE TOWN NAME ASSESSOR'S MAP & LOT NUMBERS	
MAP	LOT
71	10

Applicant:
TRUE STORAGE, LLC
670 N. COMMERCIAL ST.
MANCHESTER, NH 03101
CLIENT PHONE: 603-622-6223

SELF STORAGE FACILITY

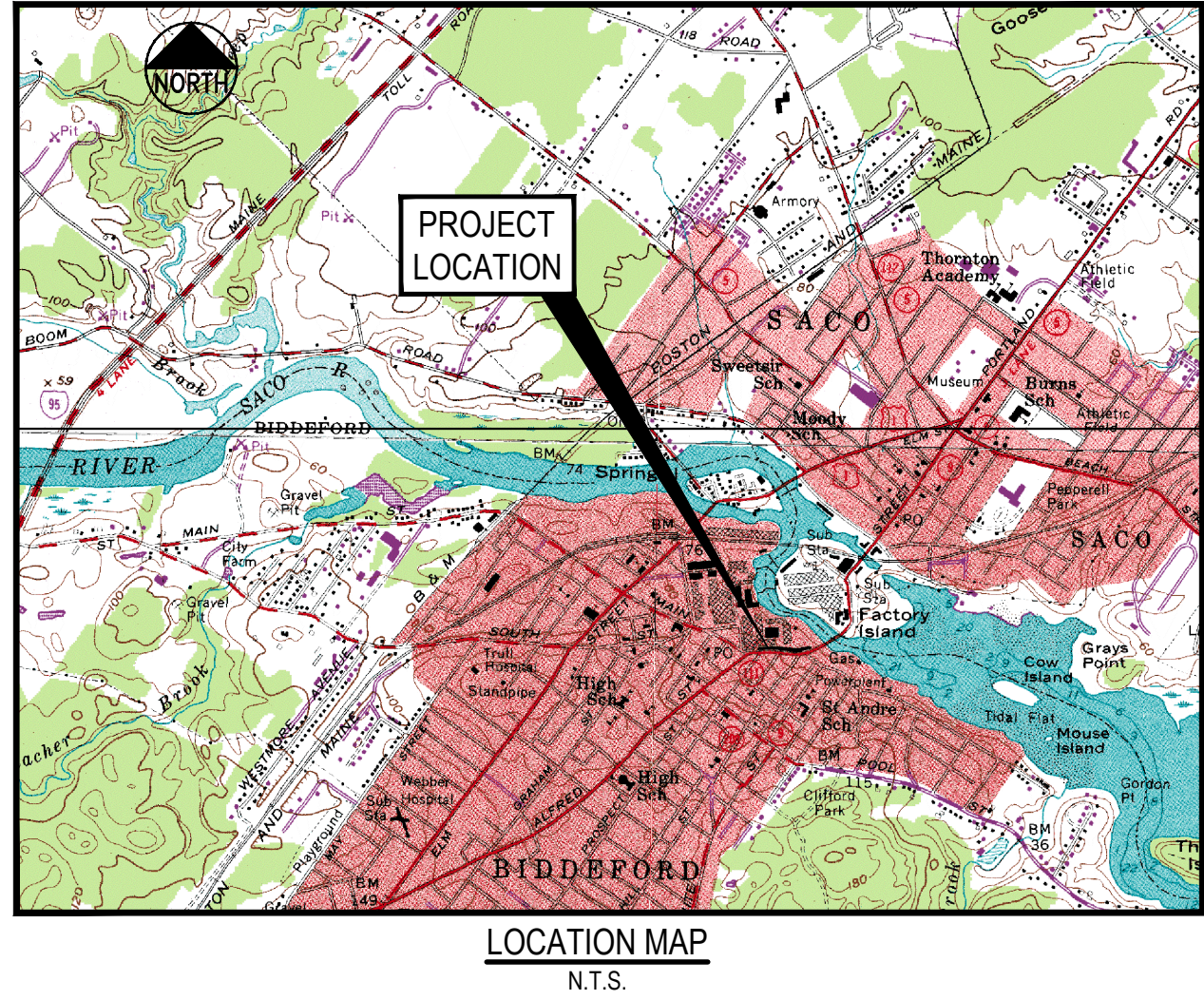
PEPPERELL MILL BUILDING 36

32-40 MAIN STREET, BIDDEFORD, ME

PREPARED BY:



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LOCATION MAP
N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	BUILDING	
	RIGHT OF WAY	
	PROPERTY LINE	
	BUILDING SETBACK	
	ZONE LINE	
	WETLAND BOUNDARY	
	GUARD RAIL	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL DRIVE	
	GRADING CONTOUR LINE	
	SPOT ELEVATION	
	TREELINE	
	TREES & HEDGES	
	POLE WITH LIGHT FIXTURE(S)	
	UTILITY POLE	
	FREESTANDING SIGN	
	PAINTED DIRECTIONAL TRAFFIC ARROW	
	OVERHEAD ELECTRIC/TELEPHONE	
	UNDERGROUND ELECTRIC/TELEPHONE	
	WATER LINE	
	STORM DRAIN LINE	
	CULVERT	
	HYDRANT	
	WATER GATE VALVE	
	WATER SHUT OFF VALVE	
	MANHOLE	
	CATCH BASIN	
	TEST PIT	
	IRON ROD (SET)	
	IRON ROD (FOUND)	
	MONUMENT	
	RIPRAP	
	SILT FENCE - PERIMETER	
	STONE SEDIMENT BARRIER	
	FENCE	
	WELL	

GENERAL NOTES

GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS WAS PREPARED BY OWEN HASKELL, INC. OF FALMOUTH, ME ON FEBRUARY 22, 2023.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER, THE CITY OF BIDDEFORD OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
4. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
5. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, CITY OF BIDDEFORD SPECIFICATIONS.
6. HOURS OF WORK SHALL CONFORM TO CITY OF BIDDEFORD ORDINANCES.
7. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SEQUENCE TO THE OWNER (SEE NOTE 14.2 ON SHEET C403)

PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A SITE PLAN APPROVAL FROM THE CITY OF BIDDEFORD. THE CONSTRUCTION WILL BE GOVERNED BY THE CITY OF BIDDEFORD LAND USE ORDINANCE WHICH IS AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.
2. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A MAJOR SITE PLAN APPROVAL FROM THE CITY OF BIDDEFORD.
3. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

LAYOUT NOTES

1. ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB.
2. OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
3. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE-HALF OF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
4. PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE LICENSED LAND SURVEYOR.
5. PROPOSED RIGHT OF WAY MONUMENTS AND PROPERTY LINE PINS SHALL BE INSTALLED UNDER THE DIRECTION OF A MAINE LICENSED LAND SURVEYOR.
6. CURB RADII UNLESS OTHERWISE NOTED ON THE PLAN SHALL BE A MINIMUM OF 3'.

UTILITY NOTES

1. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO MAINE WATER COMPANY STANDARDS. ALL WATER DISTRIBUTION PIPING SHALL BE CLASS 52 DUCTILE IRON PIPE, DOUBLE CEMENT LINED AND BITUMINOUS COATED CONFORMING TO AWWA/ANSI C104/A21.4. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
2. THE LOCATION OF THE PROPOSED UNDERGROUND ELECTRICAL SERVICE IS APPROXIMATE AND THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION WITH CENTRAL MAINE POWER COMPANY.
3. THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL BE PLACED ON THE WATER DISTRIBUTION LINES AT ALL BENDS, TEES, VALVES, CHANGES IN DIRECTION, ETC. THE THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL MEET THE REQUIREMENTS OF THE MAINE WATER COMPANY STANDARDS.
4. TEST PITS AT ALL UTILITY CROSSINGS SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.
5. ALL GAS UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO NORTHERN UTILITIES STANDARDS.

GRADING AND DRAINAGE NOTES

1. UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603-- PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
REINFORCED CONCRETE PIPE, CLASS III
POLYVINYL-CHLORIDE (PVC) PIPE
SMOOTH BORE POLYETHYLENE - ADS OR HANCOR
2. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY THE OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
3. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

EROSION CONTROL NOTES

1. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
2. PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES AND THE CONSTRUCTION ENTRANCE.
3. ALL GROUND AREAS DISTURBED FOR CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE. PERMANENT SEED MIXTURE SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C403.
4. PRIOR TO PAVING, THE CONTRACTOR SHALL FLUSH SEDIMENT FROM ALL STORM DRAIN LINES, REMOVE ACCUMULATED SEDIMENT FROM SUMPS AND INVERTS AND PROPERLY DISPOSE OF.
5. ALL CATCH BASINS WITH OUTLET PIPES 18" DIAMETER OR LESS SHALL BE PROVIDED WITH A "SNOUT" SEDIMENTATION HOOD PER DETAIL.
6. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES.
7. THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCE AS IT BECOMES SATURATED WITH MUD TO ENSURE THAT IT WORKS AS PLANNED DURING CONSTRUCTION.
8. SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
9. EROSION CONTROL NOTES ACCOMPANY THIS PLAN SET AND ARE CONTAINED ON DRAWING C403 OF THIS PLAN SET.
10. THE MAINTENANCE SCHEDULE FOR THE CATCH BASIN SEDIMENT SUMPS IS CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C403.
11. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS BASED UPON ANY THIRD PARTY REVIEW (e.g. MDEP) MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
12. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDED, UNLESS OTHERWISE DIRECTED BY THE OWNER.
13. ALL DISTURBED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL PRIOR TO PERMANENT SEEDING.

CITY OF BIDDEFORD PLANNING BOARD SITE PLAN AND SUBDIVISION APPROVAL

CHAIRMAN: _____

DATE: _____

UTILITIES

SEWER & STORMDRAIN

CITY OF BIDDEFORD
205 MAIN STREET
BIDDEFORD, MAINE 04005-0586
207.284.9118
ATTN: TOM MILLIGAN

WATER

MAINE WATER COMPANY
P.O. BOX 304
BIDDEFORD, MAINE 04005
1.800.287.1643
ATTN: ARIC ODONE

ELECTRIC

CENTRAL MAINE POWER
162 CANCO ROAD
PORTLAND, MAINE 04103
207.842.2367
ATTN: JAMIE COUGH

TELEPHONE

FAIRPOINT COMMUNICATIONS
5 DAVIS FARM ROAD
PORTLAND, MAINE 04103
207.797.1112
ATTN: DIANA SNOW

CABLE

TIME WARNER CABLE
118 JOHNSON ROAD
PORTLAND, MAINE 04102
207.775.3431

NATURAL GAS

UNITIL
1075 FOREST AVENUE
PORTLAND, MAINE 04103
ATTN: SCOTT CARPENTER

CALL BEFORE YOU DIG
1.888.DIG.SAFE

1.888.344.7233

INDEX

C001	COVER SHEET, GENERAL NOTES, & LEGEND
C002	EXISTING CONDITIONS PLAN
C101	SITE AND UTILITY PLAN
C102	GRADING, DRAINAGE & EROSION CONTROL PLAN
C401	UTILITY DETAILS
C402	EROSION & SEDIMENTATION CONTROL DETAILS
C403	EROSION & SEDIMENTATION CONTROL NOTES

PERMITS

TYPE OF PERMIT	GOVERNING BODY	STATUS
MAJOR SITE PLAN APPLICATION	CITY OF BIDDEFORD PLANNING & DEVELOPMENT 205 MAIN STREET BIDDEFORD, ME 04005 (207) 284-9115	SUBMITTED: MARCH 15, 2023
CERTIFICATE OF APPROPRIATENESS	HISTORIC PRESERVATION COMMISSION CHAIR: JEFF CABRAL 50 ADAMS STREET BIDDEFORD, ME 04005 (207) 858-8351	REVIEWED: MARCH 8, 2023 ANTICIPATED RESUBMITTAL: MARCH 29, 2023

NOTE: THIS PLAN SET IS ISSUED FOR
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Rev.	Date	Revision

SITE PLAN REVIEW	3/14/23	AMP
Issued For	Date	By

Design: MYR	Draft: CG	Date: MARCH 2023
Checked: AMP	Scale:	Job No.: 3842.51
File Name: 3842-51-COVER.dwg		
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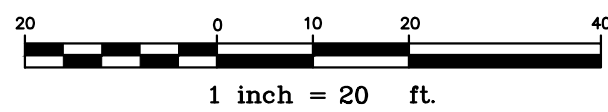
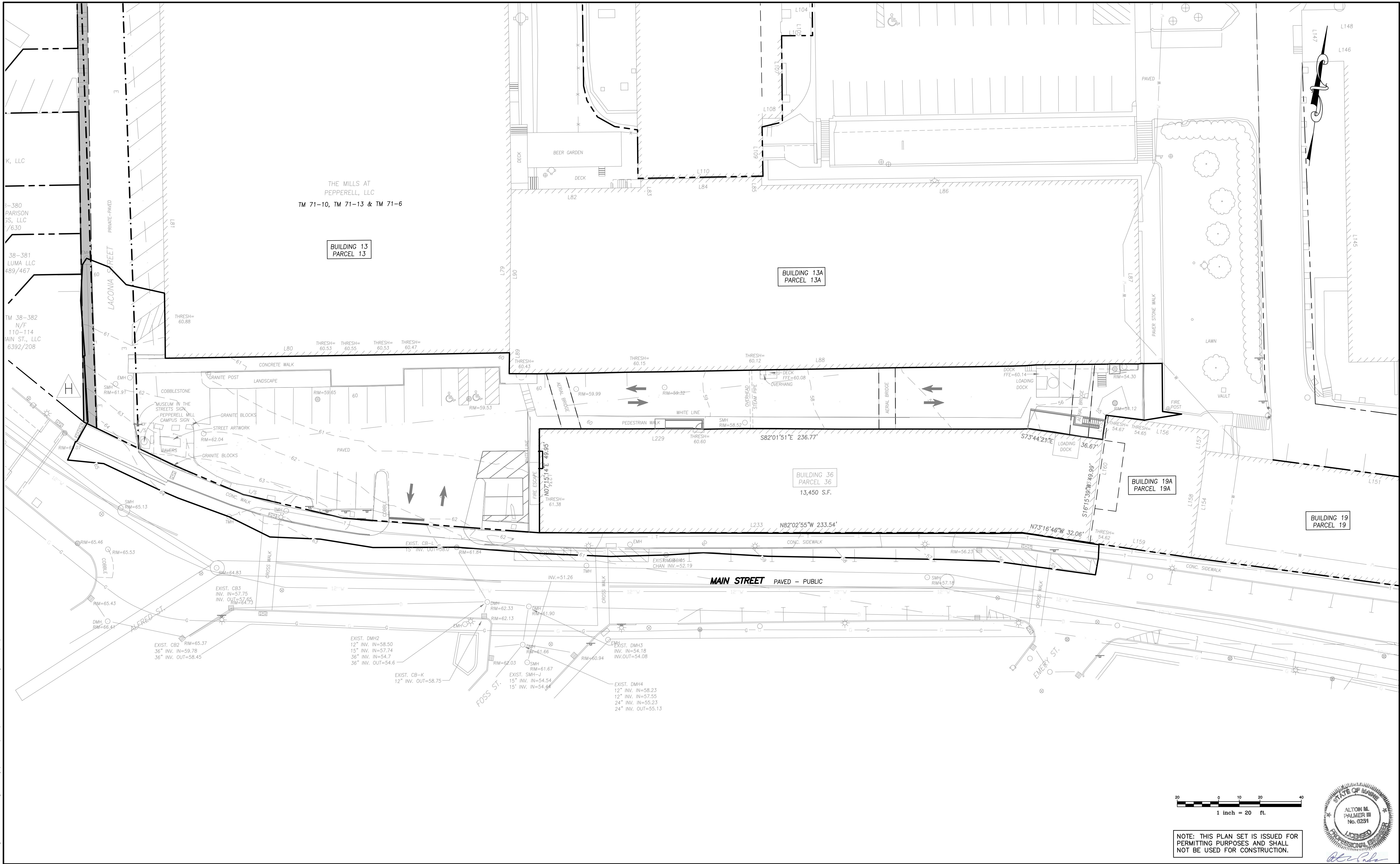


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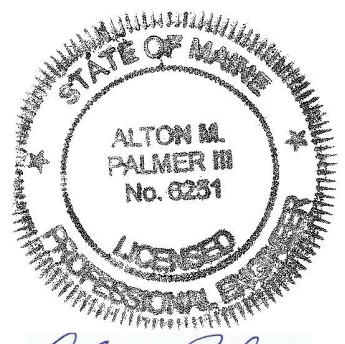
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Project:	Self Storage Facility - Pepperell Mill Building 36 32-40 Main Street, Biddeford, Maine
Client:	True Storage, LLC 670 N. Commercial Street, Manchester, NH 03101

Drawing No.
C001

U:\3842\51_Pepperell Mill - Building 36 - Self Storage Facility\YZ - CAD\DWG\3842-51-GRADING.dwg 3/15/2023 10:58 AM



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Issued For	Date	By

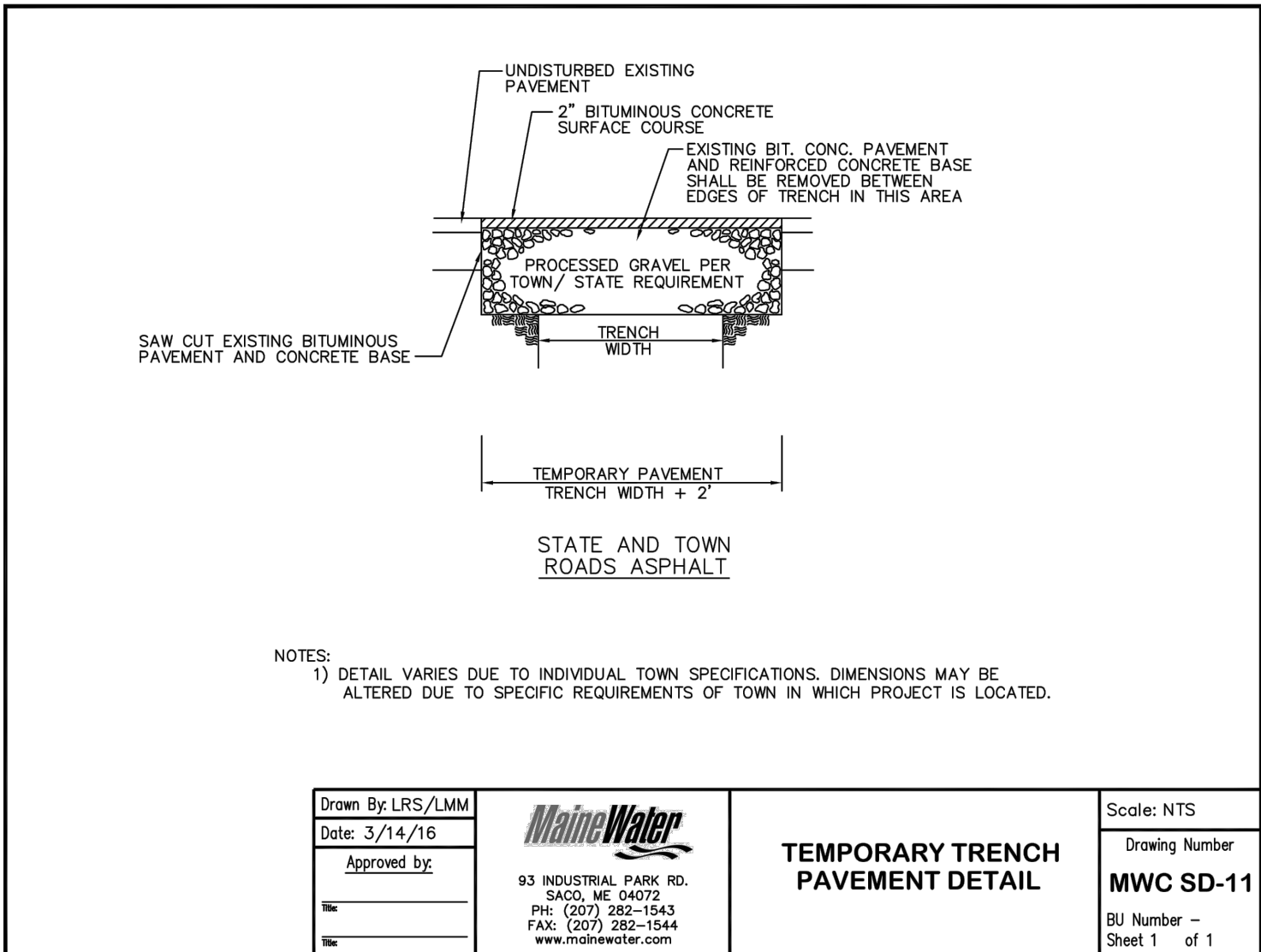
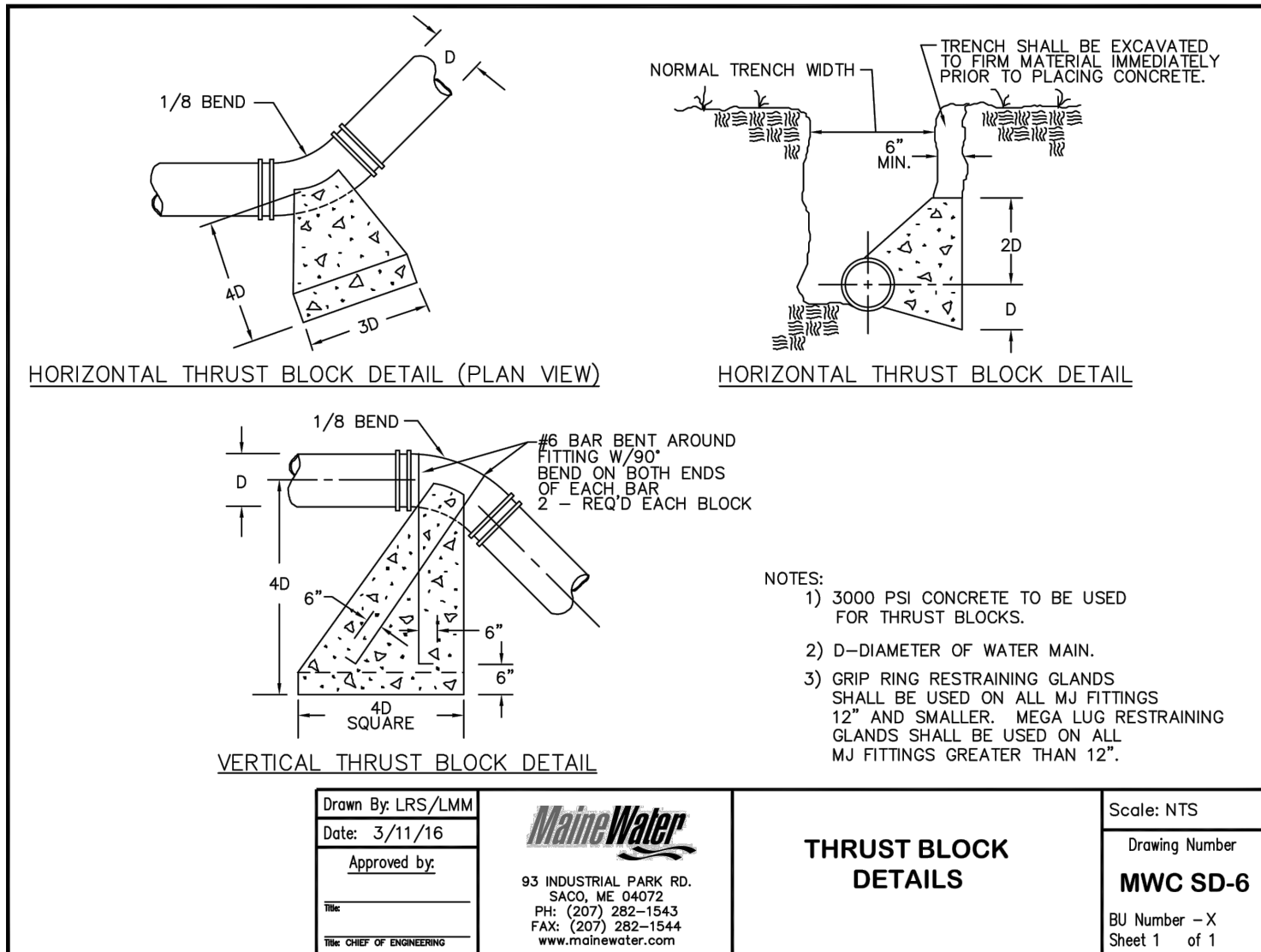
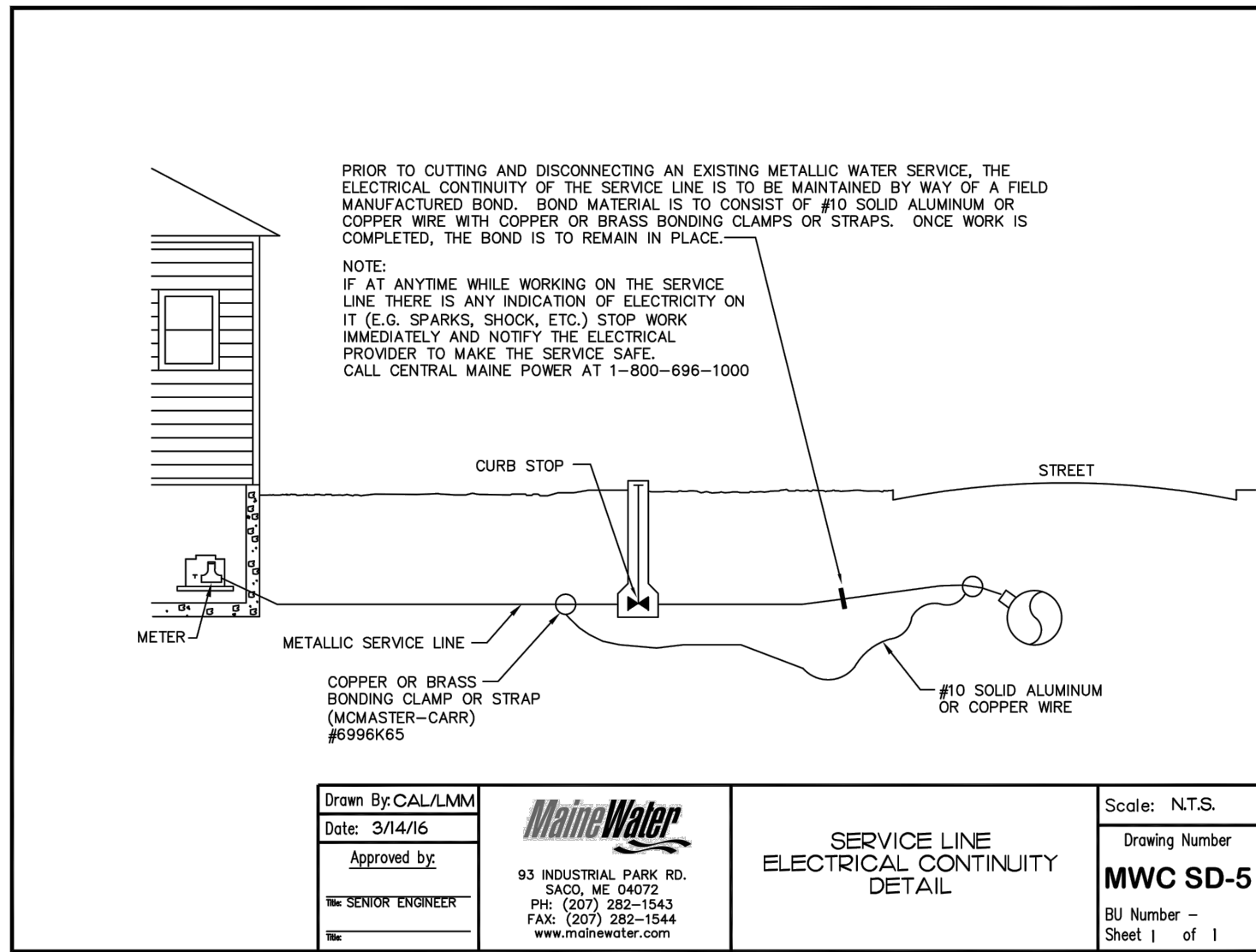
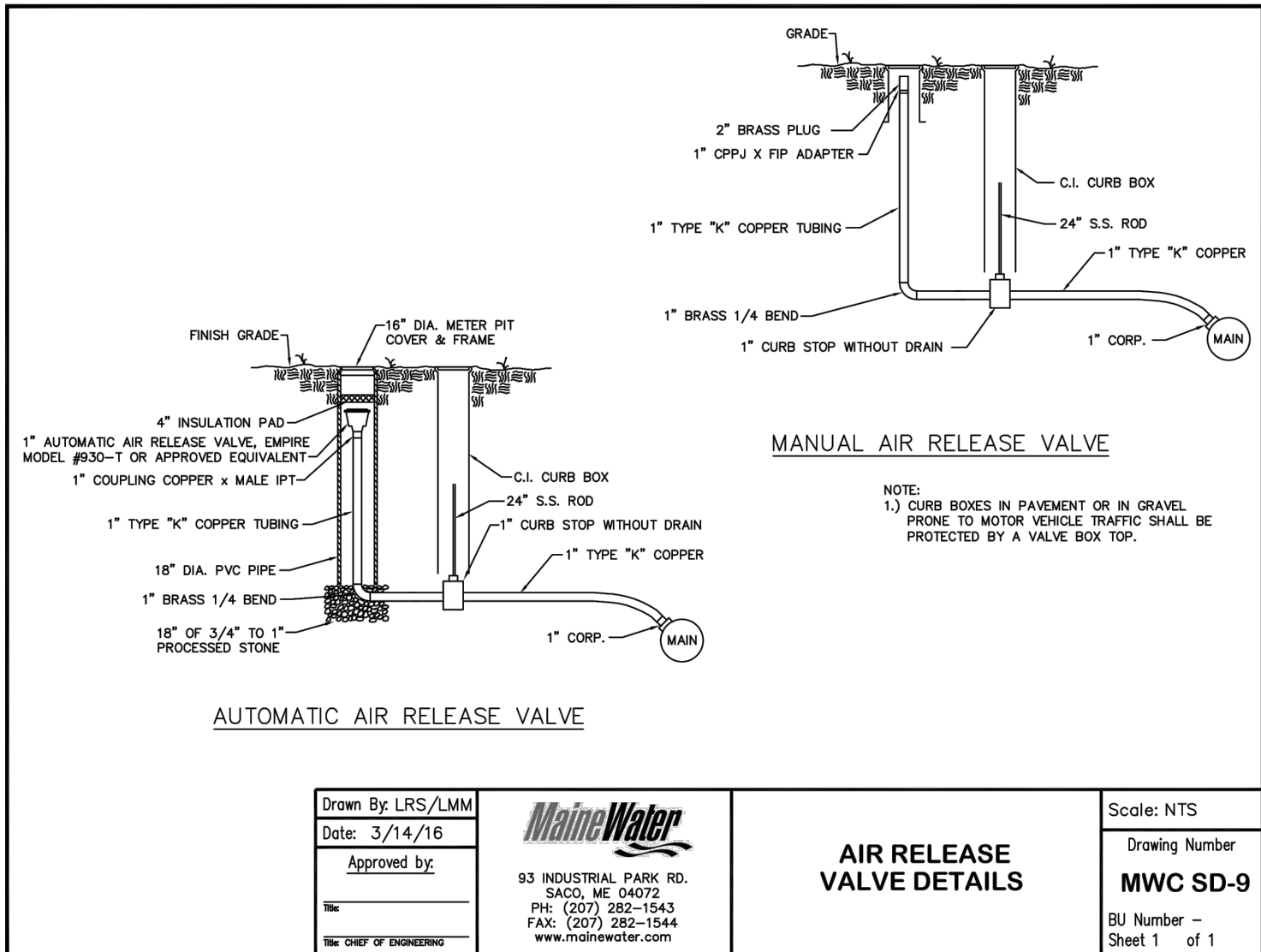
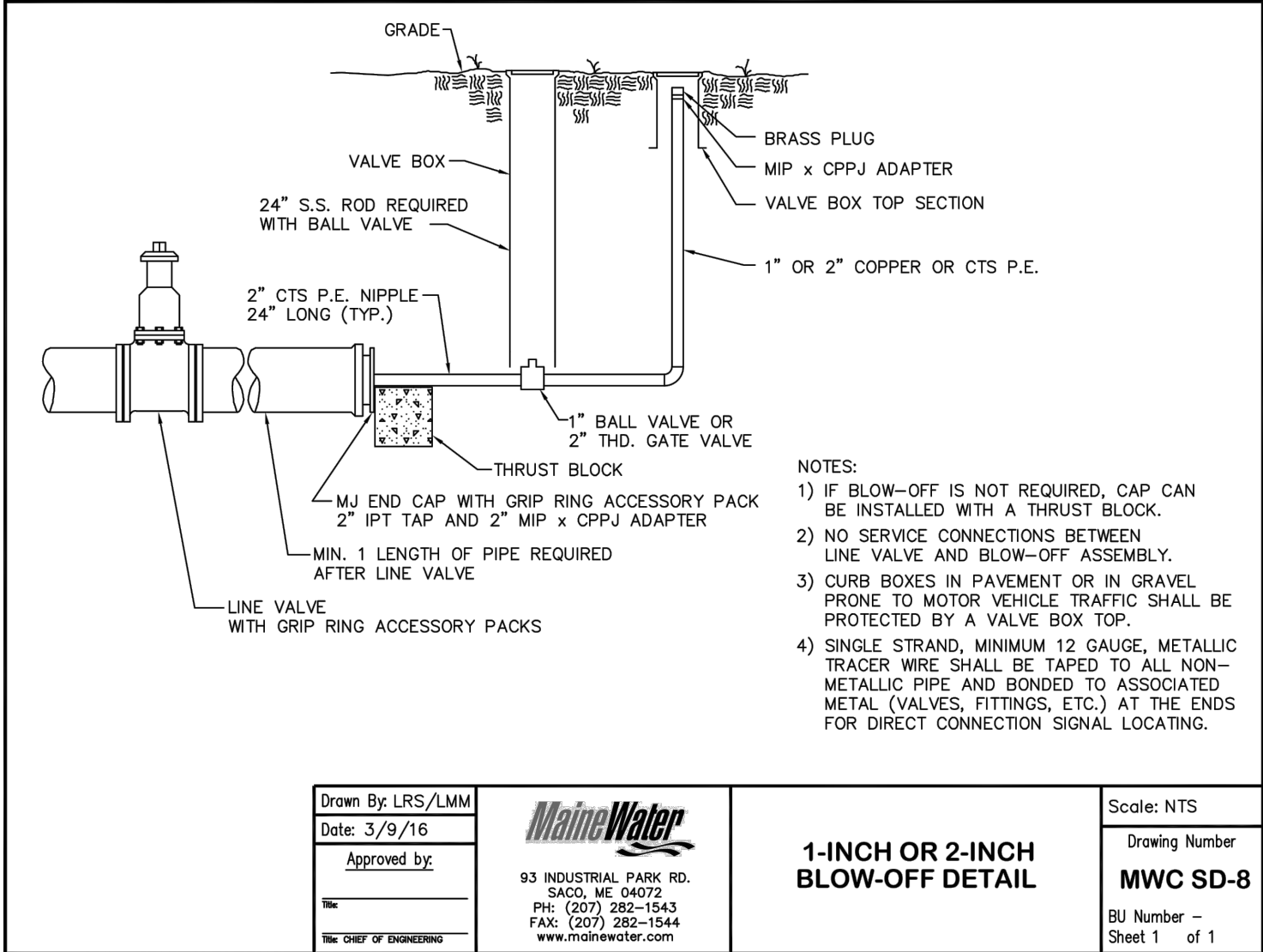
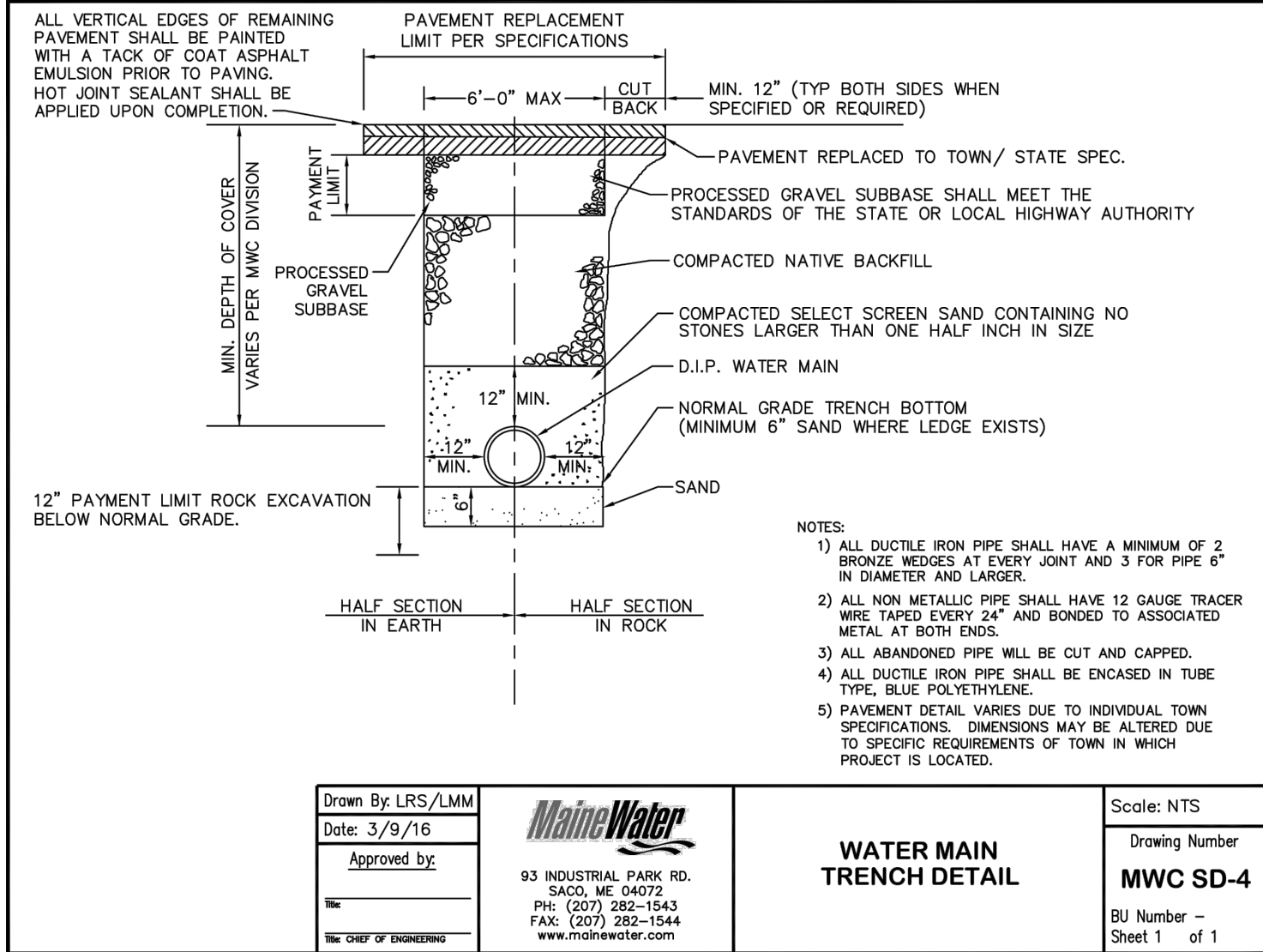
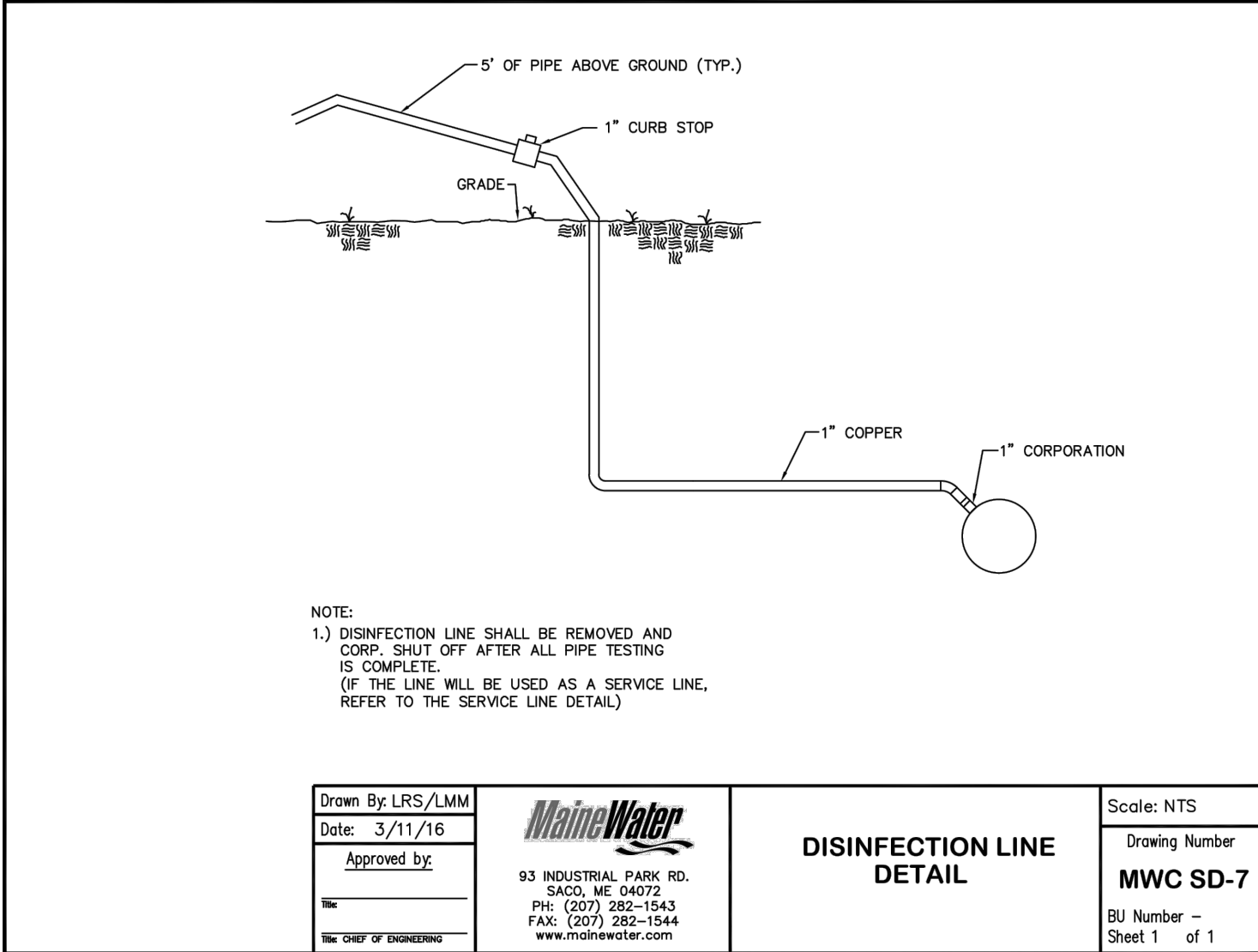
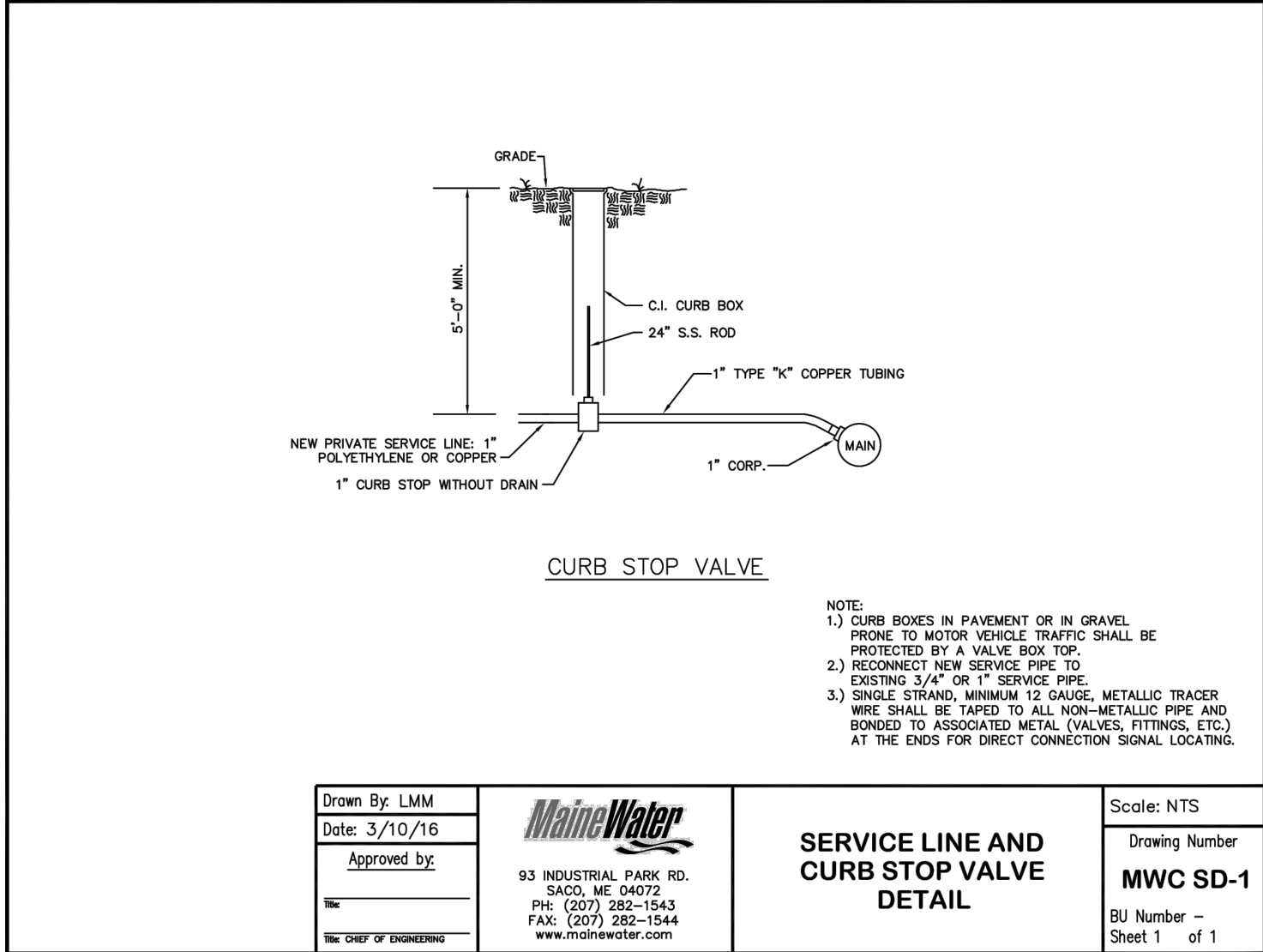
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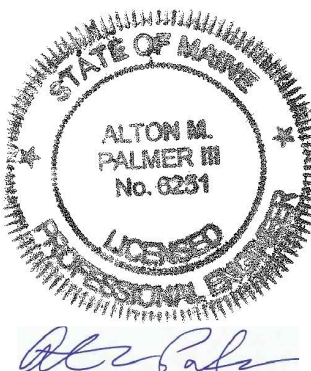
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Drawing Name:	Grading Plan
Project:	Self Storage Facility - Pepperell Mill Building 36 32-40 Main Street, Biddeford, Maine
Client:	True Storage, LLC 670 N. Commercial Street, Manchester, NH 03101

Drawing No.	C102
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Drawing Name:	Utility Details
Project:	Self Storage Facility - Pepperell Mill Building 36 32-40 Main Street, Biddeford, Maine
Client:	True Storage, LLC 670 N. Commercial Street, Manchester, NH 03101

Drawing No.
C401

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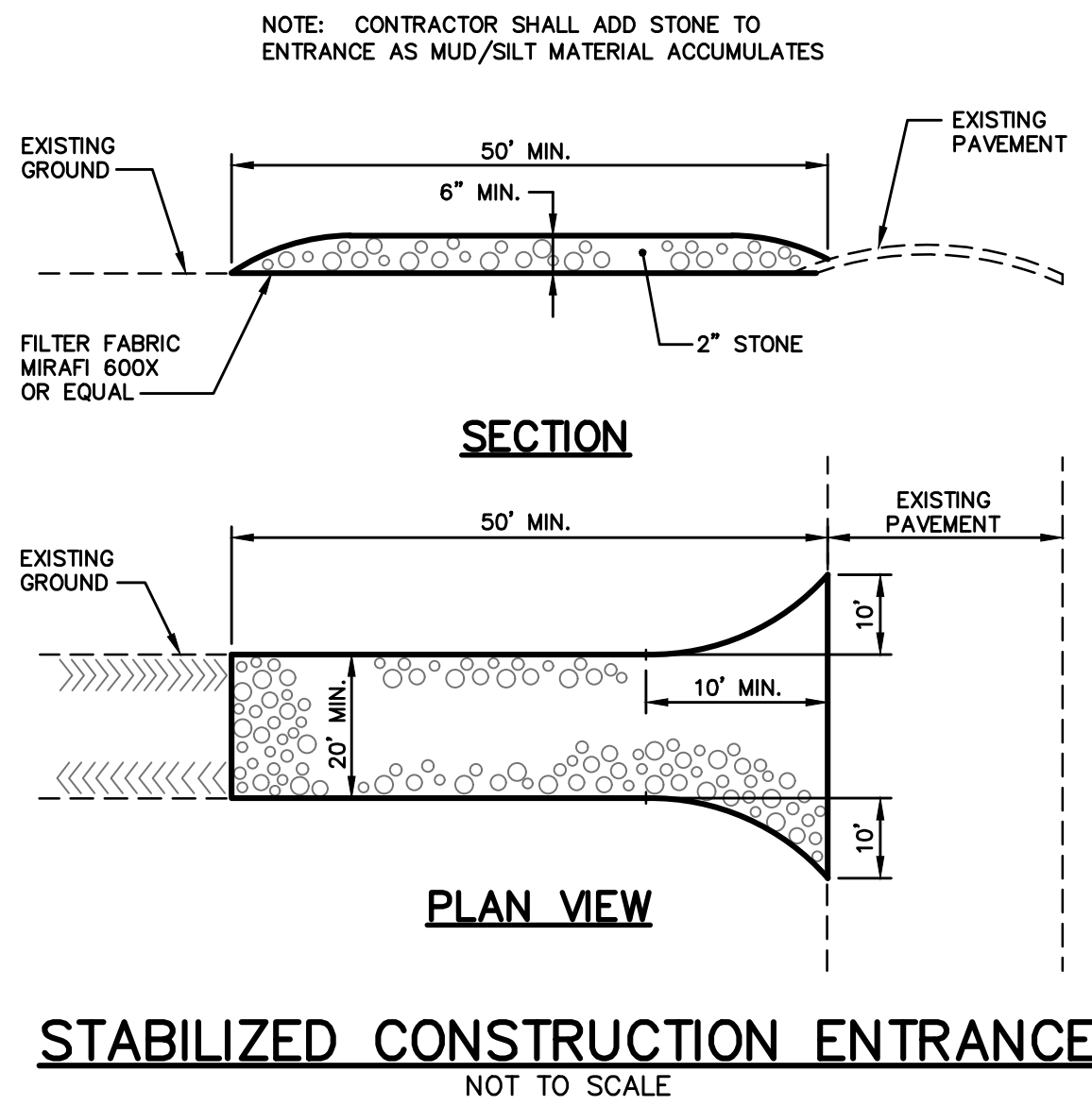
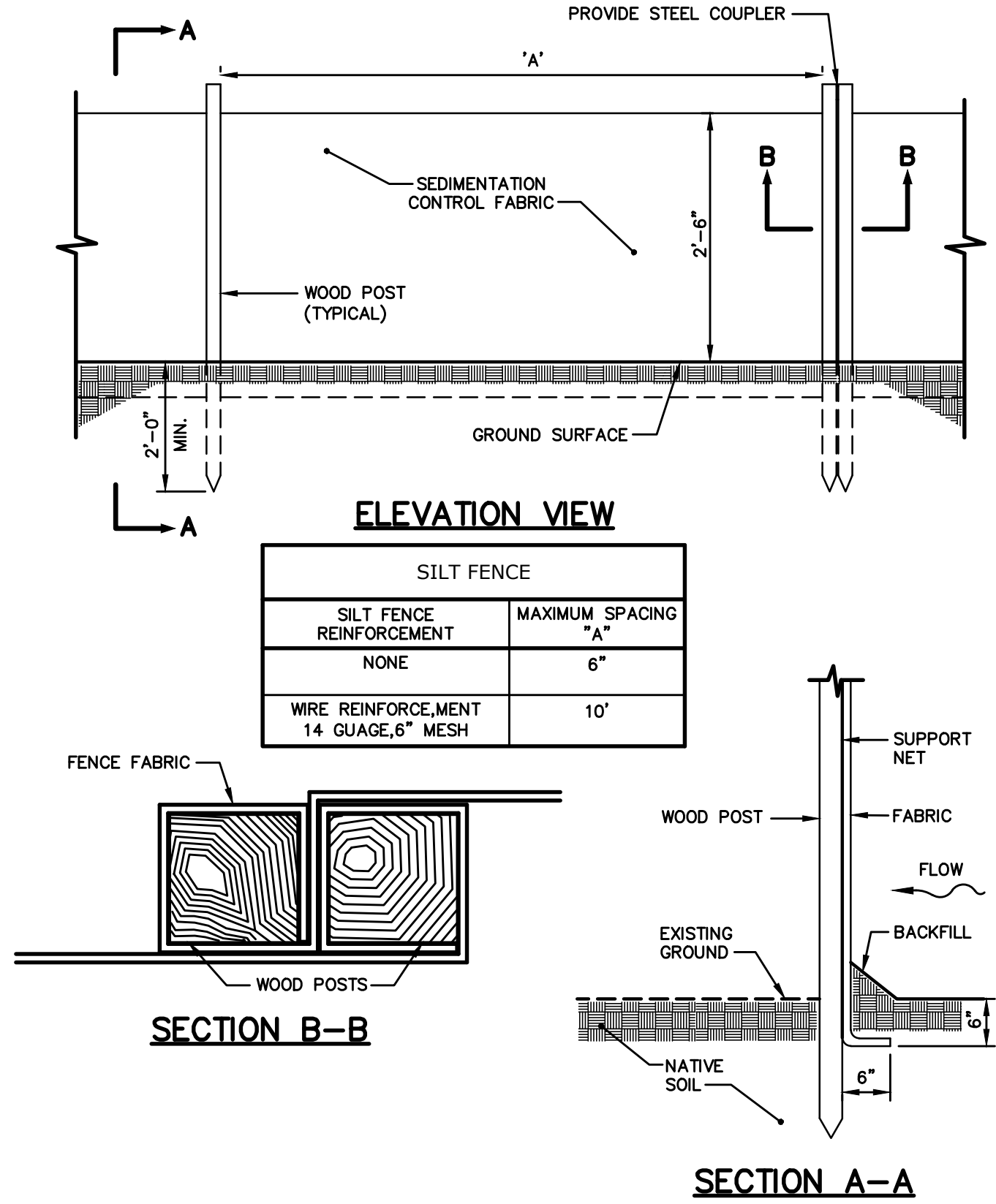
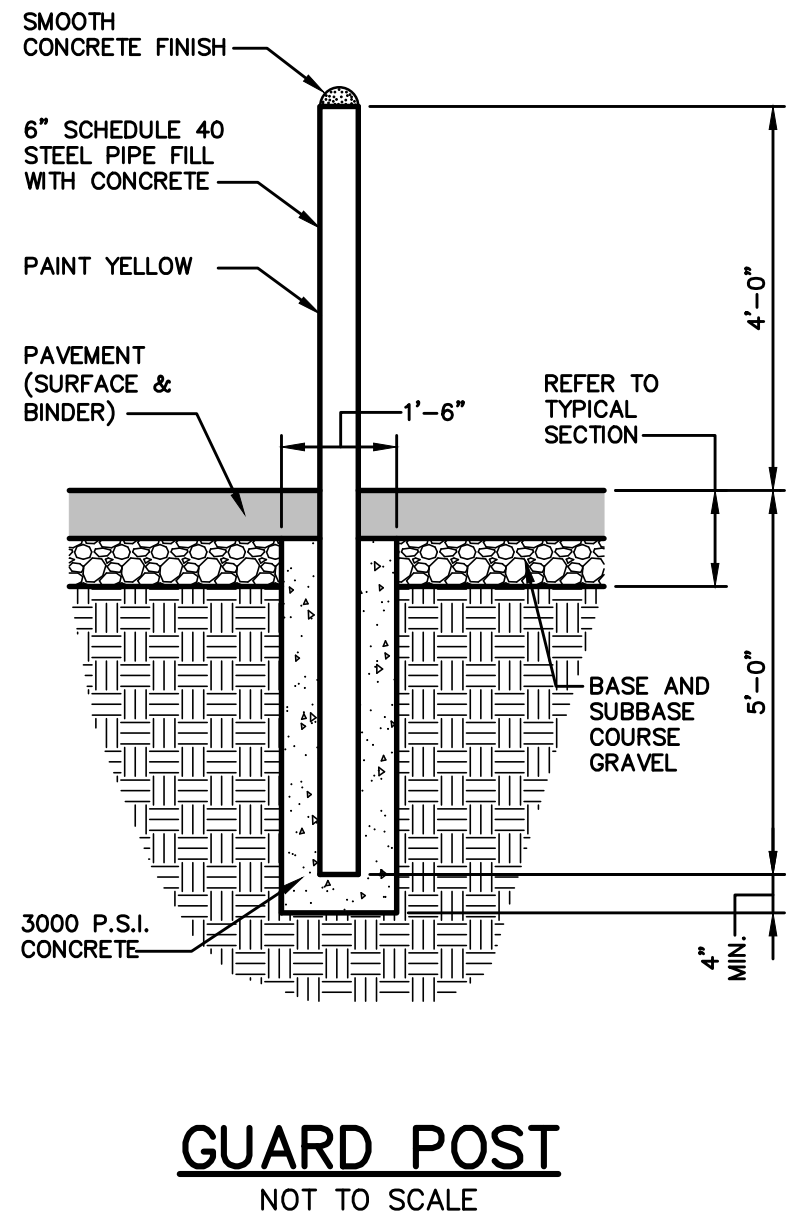
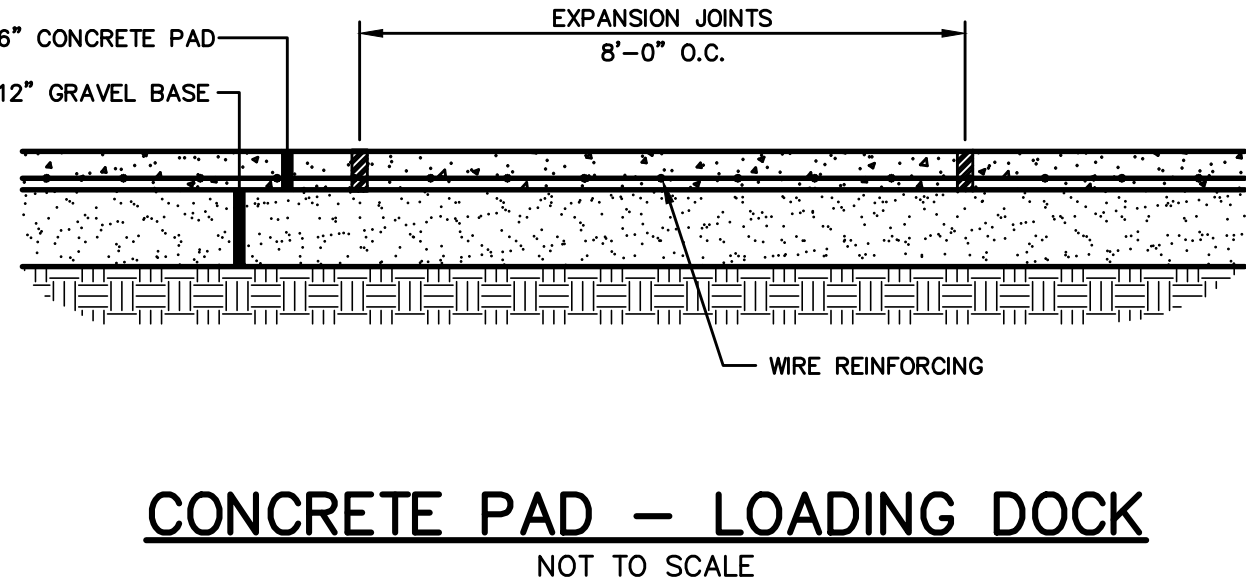
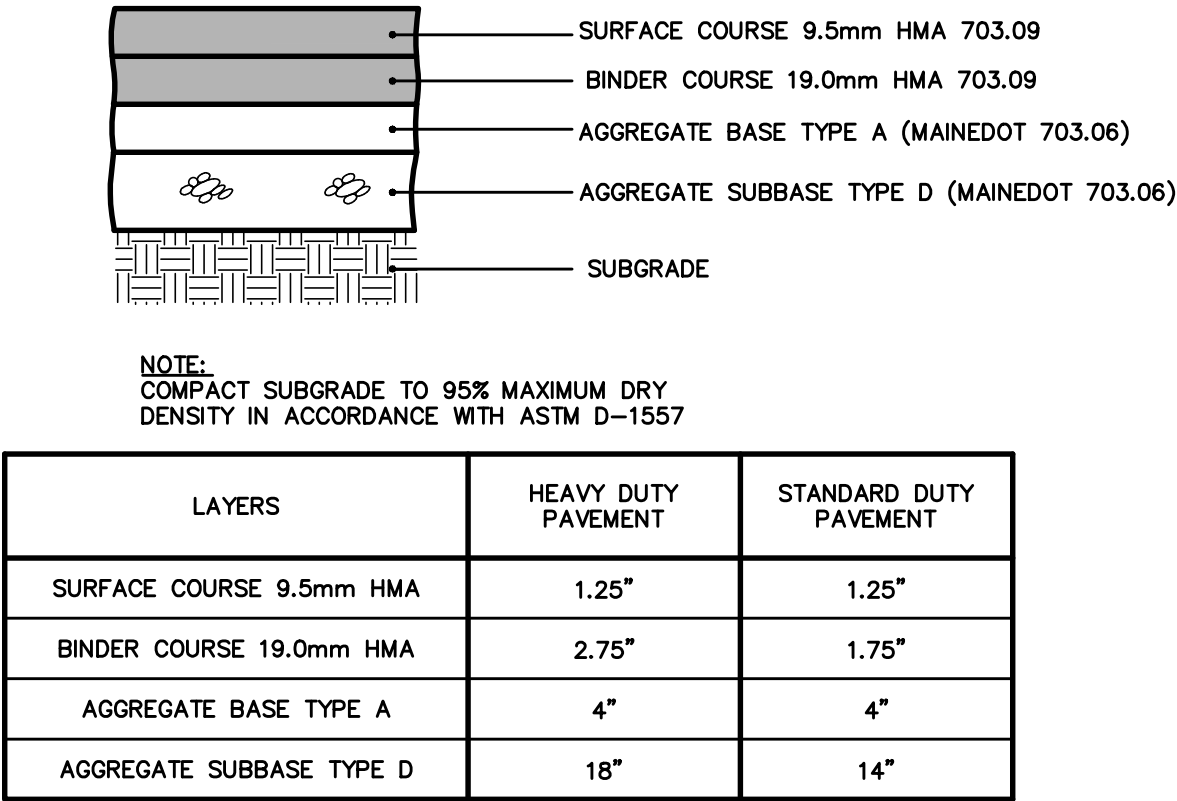
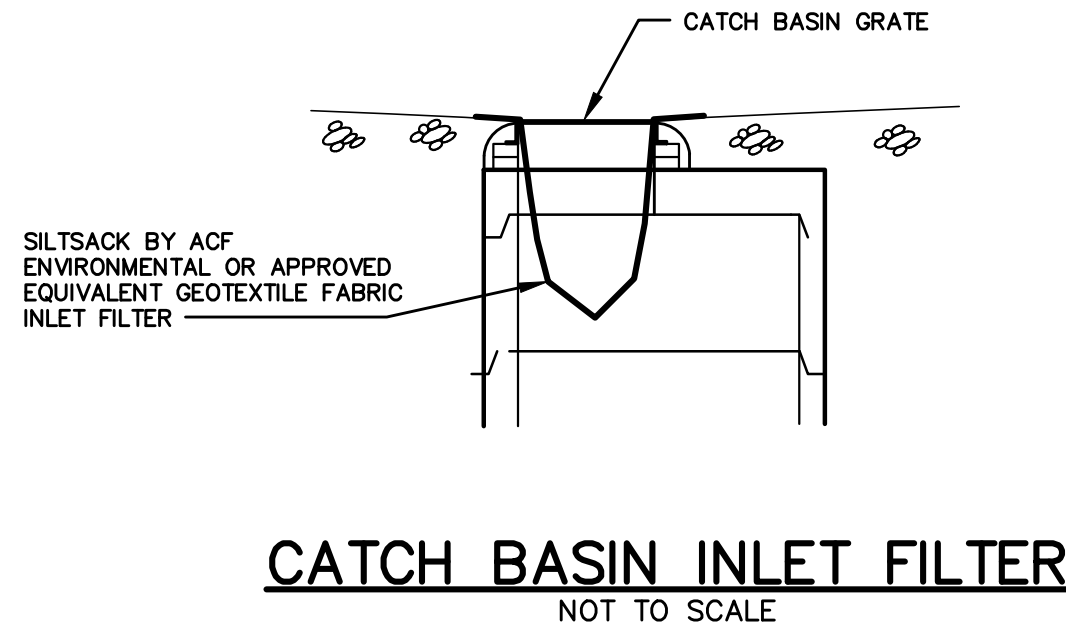
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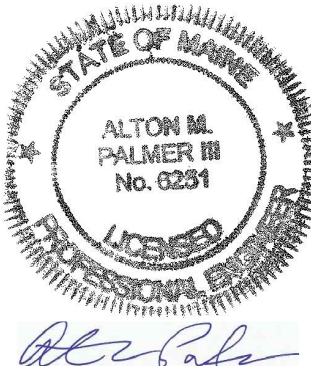
South Portland, ME 04106

Drawing Name:	Erosion Control Details
Project:	Self Storage Facility – Pepperell Mill Building 36
	32–40 Main Street, Biddeford, Maine
Client:	True Storage, LLC
	670 N. Commercial Street, Manchester, NH 03101

Drawing No.
C402



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



Alton M. Palmer III

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14.1 EROSION CONTROL MEASURES AND SITE STABILIZATION

THE PRIMARY EMPHASIS OF THE EROSION/SEDIMENTATION CONTROL PLAN, WHICH WILL BE IMPLEMENTED FOR THIS PROJECT, IS AS FOLLOWS:

- DEVELOPMENT OF A CAREFUL CONSTRUCTION SEQUENCE.
- RAPID REVEGETATION OF DENUDED AREAS TO MINIMIZE THE PERIOD OF SOIL EXPOSURE.
- RAPID STABILIZATION OF DRAINAGE PATHS TO AVOID RILL AND GULLY EROSION.
- THE USE OF ON-SITE MEASURES TO CAPTURE SEDIMENT (SEDIMENTATION BASINS, HAY BALES/STONE CHECK DAMS/SILT FENCE, ETC.)

THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES ARE ANTICIPATED TO BE IMPLEMENTED AS PART OF THE SITE DEVELOPMENT. THESE DEVICES SHALL BE INSTALLED AS INDICATED ON THE PLANS OR AS DESCRIBED WITHIN THIS REPORT. FOR FURTHER REFERENCE, SEE THE LATEST EDITION OF THE MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS.

A. POLLUTION PREVENTION

MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE GREATEST EXTENT PRACTICABLE. MAXIMUM WINTER OPEN AREA WILL BE CONSIDERED WHAT THE CONTRACTOR CAN MULCH IN ONE DAY. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.

WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, PERMITTED EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITY TAKES PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERMITTER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS. GEOTEXTILE SILT SACKS SHALL BE USED AT ALL CATCH BASIN INLETS WITHIN ANY DISTURBED AREAS, AND SHALL BE INSTALLED DOWNGRADIENT OF PAVED AREAS BEFORE CONSTRUCTION. ALL CATCH BASINS SHALL BE CLEANED OUT AT THE END OF THE PROJECT.

B. DEWATERING

WATER FROM CONSTRUCTION TRENCH DEWATERING SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAY BALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, ICING, AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 50 FEET OF A PROTECTED NATURAL RESOURCE.

C. INSPECTION AND CONSTRUCTION MONITORING

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. BEFORE AND WITHIN 24 HOURS AFTER EACH WET WEATHER EVENT THAT PRODUCES MORE THAN 0.5 INCH IN A CONSECUTIVE 24-HOUR PERIOD, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, THE QUALIFIED CONTRACTOR KNOWLEDGEABLE OF DEP STANDARDS SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. ADDITIONALLY, INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE A WEEK, FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL IN THE SPRING INSPECT AND REPAIR ANY DAMAGES AND/OR UNESTABLISHED SPOTS. ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 90% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

THE FOLLOWING STANDARDS MUST BE MET DURING CONSTRUCTION.

1. INSPECTION AND CORRECTIVE ACTION. AN ENGINEER OR SOMEONE WITH KNOWLEDGE OF EROSION AND STORMWATER STANDARDS AS DESCRIBED IN THE CONDITIONS OF THE PERMIT SHALL INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES (INCLUDING CATCH BASIN INLET PROTECTION MEASURES, SEDIMENT FILTER MEASURES, AND STABILIZATION OF SLOPES), MATERIALS STORAGE AREAS THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. INSPECT THESE AREAS AT LEAST ONCE A WEEK AS WELL AS BEFORE AND WITHIN 24 HOURS AFTER A STORM EVENT (WET WEATHER EVENT THAT PRODUCES MORE THAN 0.5 INCH IN A CONSECUTIVE 24-HOUR PERIOD), AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES.

2. MAINTENANCE. IF EROSION AND SEDIMENTATION CONTROL (ESC) MEASURES NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. THE CONTRACTOR IS RESPONSIBLE FOR ALL MAINTENANCE ASSOCIATED WITH THESE INSPECTIONS. IF ADDITIONAL ESC MEASURES OR SIGNIFICANT REPAIR OF ESC MEASURES ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT THAT PRODUCES MORE THAN 0.5 INCH IN A CONSECUTIVE 24-HOUR PERIOD. ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.

3. DOCUMENTATION. KEEP A LOG (REPORT) SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES, MATERIALS STORAGE AREAS, AND VESSELS ACROSS THE AREAS. LOGS ARE REQUIRED FOR THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE ESC MEASURES THAT NEED MAINTENANCE, THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL ESC MEASURES ARE NEEDED. FOR EACH ESC MEASURE REQUIRING MAINTENANCE, NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL ESC MEASURES, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN.

THE LOG MUST BE MADE ACCESSIBLE TO DEPARTMENT STAFF AND A COPY MUST BE UPLOADED UPON REQUEST. THE PERMITEE SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST THREE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.

D. TEMPORARY EROSION CONTROL MEASURES

EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. LIMIT THE EXPOSED AREA TO ONE ACRE AT A TIME OR NO LARGER AREA THAT CAN BE MULCHED IN ONE DAY. THE CURRENT RESOURCE FOR THE DESIGN OF ESC MEASURES IS THE 2016 REVISION TO THE 2003 MAINE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) MANUAL FOR DESIGNERS AND ENGINEERS. ADDITIONALLY, THE CURRENT RESOURCE FOR INSTALLATION AND CONSTRUCTION OF ESC MEASURES IS THE 2014 REVISION TO THE 2003 MAINE EROSION AND SEDIMENT CONTROL FIELD GUIDE FOR CONTRACTORS.

TYPICAL SLOPE RESTORATION.

- EROSION CONTROL MULCH PLACED ON SLOPES BETWEEN APRIL 15TH AND OCTOBER 15TH OF LESS THAN 15% SHALL BE ANCHORED BY WATER, AND STEEPER THAN 15% REQUIRE EROSION CONTROL BLANKETS.
- EROSION CONTROL BLANKETS REQUIRED BETWEEN 2:1 AND 3:1 SLOPES AND ON DISTURBED AREAS WITHIN 50' OF LAKES, STREAMS, AND WETLANDS REGARDLESS OF SLOPE.
- MULCH PLACED ON SLOPES FROM OCTOBER 15TH TO APRIL 15TH STEEPER THAN 8% REQUIRE BLANKETS
- SLOPES STEEPER THAN 2:1 SHALL NOT USE SOLELY VEGETATED STABILIZATION METHODS
- 1.5:1 SLOPES ARE PROHIBITED.

THE FOLLOWING MEASURES ARE PLANNED AS TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION:

1. A CRUSHED STONE-STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE APPROVED ACCESS DRIVES. SEDIMENT TRACKING SHALL BE REMOVED IMMEDIATELY AND PRIOR TO RAIN.

2. SILTATION FENCE OR EROSION CONTROL MULCH BERMS SHALL BE INSTALLED DOWNSTREAM OF ANY DISTURBED AREAS TO TRAP RUNOFF – BORNE SEDIMENTS UNTIL GRASS AREAS ARE REVEGETATED. PRIOR TO LAND DISTURBANCE, THE SILT FENCE AND/OR MULCH BERMS SHALL BE INSTALLED PER THE DETAIL PROVIDED IN THIS PACKAGE AND INSPECTED AT LEAST ONCE A WEEK AND BEFORE AND IMMEDIATELY AFTER A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE OR BERM LINE. IF THERE ARE SIGNS OF UNDERCUTTING OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM. DOUBLE ROW OF EROSION CONTROL BARRIERS SHALL BE USED ADJACENT TO NATURAL RESOURCES. EROSION CONTROL MULCH BERMS ARE NOT TO BE USED ADJACENT TO WETLAND AREAS THAT ARE NOT TO BE DISTURBED, BUT IT CAN BE PLACED INSIDE THE SILT FENCE AS A SECONDARY ROW.

3. STRAW OR HAY MULCH INCLUDING HYDROSEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND OCTOBER 15TH ON SLOPES OF LESS THAN 15 PERCENT SHALL BE ANCHORED BY APPLYING WATER. MULCH PLACED ON SLOPES OF EQUAL TO OR STEEPER THAN 15 PERCENT SHALL BE COVERED BY A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. FABRIC NETTING AND STAPLES SHALL BE USED ON DISTURBED AREAS WITHIN 50' OF LAKES, STREAMS, AND WETLANDS REGARDLESS OF THE UPSTREAM SLOPE. MULCH PLACED BETWEEN OCTOBER 15TH AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT SHALL BE COVERED WITH A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. SLOPES STEEPER THAN 3:1 AND EQUAL TO OR FLATTER THAN 2:1, WHICH ARE TO BE REVEGETATED, SHALL RECEIVE CURLEYS BLANKETS BY AMERICAN EXCELSION OR EQUAL FABRIC NETTING. SLOPES STEEPER THAN 2:1 SHALL RECEIVE RIPRAP AS NOTED ON THE PLANS. THE MULCH APPLICATION RATE FOR BOTH TEMPORARY AND PERMANENT SEEDING IS 75 LBS PER 1000 SF AS IDENTIFIED IN ATTACHMENT A OF THIS SECTION. MULCH SHALL NOT BE PLACED OVER SNOW.

4. TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION WILL BE PROTECTED AS FOLLOWS:

a) TEMPORARY STOCKPILES SHALL NOT BE LOCATED WITHIN 50 FEET OF ANY WETLANDS WHICH WILL NOT BE DISTURBED AND SHALL BE LOCATED AWAY FROM DRAINAGE SWALES.

b) STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS BY EITHER TEMPORARILY SEEDING THE STOCKPILE BY A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH, SUCH AS HAY, STRAW, OR EROSION CONTROL MIX.

c) STOCKPILES SHALL BE SURROUNDED BY SEDIMENTATION BARRIER PRIOR TO STOCKPILING MATERIALS. SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADIENT OF STOCKPILES. ADDITIONALLY, STORMWATER SHALL BE PREVENTED FROM RUNNING ONTO STOCKPILES.

6. ALL DENUDED AREAS THAT ARE WITHIN 50 FEET OF AN UNDISTURBED WETLAND, WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN A BUILDING PAD, PARKING AREA, OR ACCESS DRIVE SUBBASE AREA, SHALL RECEIVE MULCH OR EROSION CONTROL MESH FABRIC WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL. ALL AREAS WITHIN 75 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48-HOUR WINDOW. IN OTHER AREAS, THE TIME PERIOD MAY BE EXTENDED TO 7 DAYS.

7. ALL ADJACENT ROADS SHALL BE VACUUM SWEEPED TO CONTROL MUD AND DUST AS NECESSARY. ADDITIONAL STONE SHALL BE ADDED TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.

8. DURING GRUBBING OPERATIONS STONE CHECK DAMS SHALL BE INSTALLED AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS AND AS DIRECTED ON THE EROSION CONTROL PLANS.

9. SILT FENCING WITH A MINIMUM STAKE SPACING OF 6 FEET SHALL BE USED, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT OF MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES, IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART. THE BOTTOM OF THE FENCE SHALL BE ANCHORED.

10. EROSION CONTROL MULCH BERMS MAY BE USED IN LIEU OF SILTATION FENCING IN AREAS NOT ADJACENT TO WETLANDS, BUT CAN BE USED INSIDE OF SILT FENCE AS A SECONDARY ROW. BERMS SHALL BE REMOVED AND SPREAD IN A LAYER NOT TO EXCEED 3" THICK ONCE UPSTREAM AREAS ARE COMPLETED AND A 90% CATCH OF VEGETATION IS ATTAINED.

11. WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDOT SPECIFICATIONS – SECTION 637 – DUST CONTROL.

12. LOAM AND SEED IS INTENDED TO SERVE, AS THE PRIMARY PERMANENT REVEGETATIVE MEASURE FOR ALL DENUDED AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP. APPLICATION RATES ARE PROVIDED IN ATTACHMENT A OF THIS SECTION. SEEDING SHALL NOT OCCUR OVER SNOW.

TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES CAN BE REMOVED WHEN PERMANENT STABILIZATION HAS BEEN ACHIEVED. PERMANENT STABILIZATION SHALL BE DEFINED AS ONE OR MORE OF THE FOLLOWING:

• SEEDED AREAS. FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

• PERMANENT MULCH. FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.

• RIPRAP. FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY. IT IS RECOMMENDED THAT ANGULAR STONE BE USED.

• AGRICULTURAL USE. FOR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL PURPOSES (E.G., PIPELINES ACROSS CROP LAND), PERMANENT STABILIZATION MAY BE ACCOMPLISHED BY RETURNING THE DISTURBED LAND TO AGRICULTURAL USE.

• PAVED AREAS. FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED, PROVIDED IT IS FREE OF FINE MATERIALS THAT MAY RUNOFF WITH A RAIN EVENT.

• DITCHES, CHANNELS AND SWALES. FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH A 90% COVER OF HEALTHY VEGETATION, WITH A WELL-GRADED RIPRAP LINING, OR REINFORCEMENT WITH, OR WITH ANOTHER NON-EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE CHANNEL BANKS, OR DOWN-CUTTING OF THE CHANNEL.

E. PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES HAVE BEEN DESIGNED AS PART OF THE EROSION/SEDIMENTATION CONTROL PLAN:

1. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, GRAVEL BASE, SUBBASE GRAVEL ETC.) WILL BE LOAMED, LIMED, FERTILIZED, MULCHED, AND SEEDED. FABRIC NETTING, ANCHORED WITH STAPLES, SHALL BE PLACED OVER THE MULCH IN AREAS AS NOTED IN TEMPORARY EROSION CONTROL MEASURES PARAGRAPH 4 OF THIS REPORT. ALL AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48-HOUR WINDOW. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.

2. ALL STORM DRAIN PIPE OUTLETS SHALL HAVE RIPRAP APRONS AT THEIR OUTLET TO PROTECT THE OUTLET AND RECEIVING CHANNEL FROM SCOUR AND DETRIORATION. INSTALLATION DETAILS ARE PROVIDED IN THE PLAN SET. THE APRONS SHALL BE INSTALLED AND STABILIZED TO THE EXTENT PRACTICABLE PRIOR TO DIRECTING RUNOFF TO THE TRIBUTARY PIPE OR CULVERT.

14.2 IMPLEMENTATION SCHEDULE

THE FOLLOWING IS A DETAILED AND GENERIC CONSTRUCTION SEQUENCE. THE INTENT OF THE FOLLOWING IS TO DEPICT TYPICAL CONSTRUCTION SEQUENCING TO ENSURE THE EFFECTIVENESS OF THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE OPTIMIZED.

NOTE: FOR ALL GRADING ACTIVITIES, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION NOT TO OVEREXPOSE THE SITE, THIS SHALL BE ACCOMPLISHED BY LIMITING THE DISTURBED AREA. AREA SHALL BE LIMITED TO NO MORE THAN THE CONTRACTOR CAN MULCH IN ONE DAY.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AT THE ACCESS DRIVE.
2. INSTALL PERIMETER SILT FENCE AND/OR EROSION CONTROL MULCH BERMS.
3. INSTALL SEDIMENT BASINS, DIVERSION DIKES, AND CHECK DAMS (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL BMP'S) AS NECESSARY AND PER THE EROSION AND SEDIMENTATION CONTROL PLAN
4. CLEAR AND GRUB SITE. INSTALL STONE CHECK DAMS AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS.
5. COMMENCE INSTALLATION OF DRAINAGE APPURTENANCES.
6. COMMENCE EARTHWORK AND GRADING TO SUBGRADE.
7. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
8. COMPLETE REMAINING EARTHWORK OPERATIONS.
9. COMPLETE INSTALLATION OF DRAINAGE APPURTENANCES.
10. INSTALL SUB-BASE AND BASE GRAVEL WITHIN TRAILS.
11. INSTALL CURBING IN PARKING AREAS AND ALONG THE STREETS AS NEEDED.
12. INSTALL BASE COURSE PAVING FOR TRAIL AREAS AS WELL AS CONCRETE SURFACES.
13. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
14. INSTALL SURFACE COURSE PAVING FOR TRAIL AREAS. STRIPE PER PLAN.
15. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
16. TOUCH UP LOAM AND SEED.

14.3 EROSION, SEDIMENTATION AND STABILIZATION CONTROL PLAN

THE EROSION CONTROL INFORMATION IS INCLUDED IN THE PLAN SET.

14.4 DETAILS AND SPECIFICATIONS

THE EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

14.5 WINTER STABILIZATION PLAN

THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15. IF THE CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. AN AREA CONSIDERED OPEN IS ANY AREA NOT STABILIZED WITH PAVEMENT; VEGETATION; MULCHING; EROSION CONTROL MATS; RIPRAP OR GRAVEL BASE ON A ROAD.

WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. LIMIT THE EXPOSED AREA TO ONE ACRE OR AN AREA THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN ROADWAY AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH RATE SHALL BE TWICE THE NORMAL RATE, A MINIMUM OF 150 LBS./1,000 SF. (3 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED.

FOR WORK, WHICH IS CONDUCTED BETWEEN OCTOBER 15TH AND APRIL 15TH OF ANY CALENDAR YEAR, ALL DENUDED AREAS, SHALL BE COVERED WITH HAY MULCH OR EROSION CONTROL MIX, APPLIED AT TWICE THE NORMAL APPLICATION RATE AND ANCHORED WITH A FABRIC NETTING. THE TIME PERIOD FOR APPLYING MULCH SHALL BE LIMITED TO 2 DAYS FOR ALL AREAS.

1. STANDARD FOR THE TIMELY STABILIZATION OF DITCHES AND CHANNELS

THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL STONE-LINED DITCHES AND CHANNELS ON THE SITE BY NOVEMBER 15. THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL GRASS-LINED DITCHES AND CHANNELS ON THE SITE BY SEPTEMBER 1. IF THE APPLICANT FAILS TO STABILIZE A DITCH OR CHANNEL TO BE GRASS-LINED BY SEPTEMBER 1, THEN THE APPLICANT WILL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE DITCH FOR LATE FALL AND WINTER.

1. STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET. LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1, THEN THE APPLICANT SHALL COVER THE SLOPE WITH A LAYER OF WOOD WASTE COMPOST AS DESCRIBED IN ITEM III OF THIS STANDARD OR WITH STONE RIPRAP AS DESCRIBED IN ITEM IV OF THIS STANDARD.

2. STABILIZE THE SLOPE WITH MULCH – THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY SEPTEMBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (3H:1V).

3. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES

THE APPLICANT SHALL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15. THE APPLICANT SHALL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 1. THE DEPARTMENT SHALL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% TO BE A SLOPE. IF THE APPLICANT FAILS TO STABILIZE ANY SLOPE TO BE VEGETATED BY SEPTEMBER 1, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER.

1. STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET. LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1, THEN THE APPLICANT SHALL COVER THE SLOPE WITH A LAYER OF WOOD WASTE COMPOST AS DESCRIBED IN ITEM III OF THIS STANDARD OR WITH STONE RIPRAP AS DESCRIBED IN ITEM IV OF THIS STANDARD.

2. STABILIZE THE SLOPE WITH MULCH – THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY SEPTEMBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (3H:1V).

3. STABILIZE THE SLOPE WITH WOOD WASTE COMPOST – THE APPLICANT SHALL PLACE A SIX-INCH LAYER OF WOOD WASTE COMPOST ON THE SLOPE BY NOVEMBER 15. PRIOR TO PLACING THE WOOD WASTE COMPOST, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT SHALL NOT USE WOOD WASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

4. STABILIZE THE SLOPE WITH STONE RIPRAP – THE APPLICANT SHALL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

5. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS

BY SEPTEMBER 15 THE APPLICANT SHALL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE APPLICANT FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

1. STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET. LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1, THEN THE APPLICANT SHALL MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED BELOW.

2. STABILIZE THE SOIL WITH SOD – THE APPLICANT SHALL STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY SEPTEMBER 15. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.

3. STABILIZE THE SOIL WITH MULCH – BY NOVEMBER 15 THE APPLICANT SHALL MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 POUNDS PER 1000 SQUARE FEET ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. PRIOR TO APPLYING THE MULCH, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED AREA. IMMEDIATELY AFTER APPLYING THE MULCH, THE APPLICANT WILL ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

THE CONTRACTOR SHALL INSTALL ANY ADDED MEASURES WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDENT UPON THE ACTUAL SITE AND WEATHER CONDITIONS. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON

THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

1. SOIL STOCKPILES

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR AT 150 LBS./1,000 SF. (3 TONS PER ACRE) OR WITH A FOUR-INCH LAYER OF WOOD WASTE EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE SHALL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 50 FEET FROM ANY NATURAL RESOURCES.

2. NATURAL RESOURCE PROTECTION

ANY AREAS WITHIN 75 FEET FROM ANY NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 90% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH EROSION CONTROL MATS. DURING WINTER CONSTRUCTION, A DOUBLE LINE OF SEDIMENT BARRIERS (I.E. SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 75 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

3. SEDIMENT BARRIERS

ALL SEDIMENT BARRIERS SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE. DURING FROZEN CONDITIONS, SEDIMENT BARRIERS SHALL CONSIST OF EROSION CONTROL MULCH BERMS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES AND SEDIMENT SILT FENCES.

4. MULCHING

AN AREA SHALL BE CONSIDERED DENUDED UNTIL AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75-LBS./1,000 SF OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1,000 SQUARE FEET (3 TONS/ACRE) AND ADEQUATELY ANCHORED THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH.

BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL, OR WOOD CELLULOSE FIBER. WHEN GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH THEN COVER IS SUFFICIENT. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL BARE SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

5. MULCHING ON SLOPES AND DITCHES

SLOPES SHALL NOT BE LEFT EXPOSED FOR ANY EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY MULCHED AND ANCHORED WITH PEG AND NETTING OR WITH EROSION CONTROL BLANKETS. MULCHING SHALL BE APPLIED AT A RATE OF 230 LBS./1,000 SF ON ALL SLOPES GREATER THAN 8%.

MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. EROSION CONTROL BLANKETS SHALL BE USED IN LIEU OF MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 8%. EROSION CONTROL MIX CAN BE USED TO SUBSTITUTE EROSION CONTROL BLANKETS ON ALL SLOPES EXCEPT DITCHES.

6. SEEDING

BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDING AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE SELECTED TO BE PLACED PRIOR TO THE PLACEMENT OF MULCH AND FABRIC NETTING ANCHORED WITH STAPLES. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 SF. ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 90% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

7. WINTER CONSTRUCTION INSPECTION

AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, THE QUALIFIED CONTRACTOR KNOWLEDGEABLE OF DEP STANDARDS SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. INSPECTIONS SHALL BE PERFORMED A MINIMUM OF ONCE PER WEEK AND SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION 8 OF EROSION CONTROL MEASURES AND SITE STABILIZATION WITHIN THE EROSION CONTROL REPORT.

14.6 STORMWATER CHANNELS

DITCHES, SWALES, AND OTHER OPEN STORMWATER CHANNELS MUST BE DESIGNED, CONSTRUCTED, AND STABILIZED USING MEASURES THAT ACHIEVE LONG-TERM EROSION CONTROL. DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS MUST BE SIZED TO HANDLE, AT A MINIMUM, THE EXPECTED VOLUME RUN-OFF EACH CHANNEL SHOULD BE CONSTRUCTED IN SECTIONS SO THAT THE SECTION'S GRADING, SHAPING, AND INSTALLATION OF THE PERMANENT LINING CAN BE COMPLETED THE SAME DAY. IF A CHANNEL'S FINAL GRADING OR LINING INSTALLATION MUST BE DELAYED, THEN DIVERSION BERMS MUST BE USED TO DIVERT STORMWATER AWAY FROM THE CHANNEL. PROPERLY-SPACED CHECK DAMS MUST BE INSTALLED IN THE CHANNEL TO SLOW THE WATER VELOCITY, AND A TEMPORARY LINING INSTALLED ALONG THE CHANNEL TO PREVENT SCOURING. STONE CHECK DAMS SHALL BE USED IN CHANNELS WITH A SLOPES BETWEEN 2 AND 3%, AND EROSION CONTROL BLANKETS SHALL BE USED IN CHANNELS WITH A SLOPE GREATER THAN 3%.

(a) THE CHANNEL SHOULD RECEIVE ADEQU

ATTACHMENT E

SITE PHOTOS

Project Photos – Pepperell Mill Building 36, Proposed Self Storage Facility



West Face of Building 36 (Looking East)



Alleyway between Building 13 and Building 36 (Looking East)



32 Main St Entrance (Looking North)



West Face of Building 36 (Looking Southeast)



West Entrance of Building 36 (Looking Southeast)



Aerial Bridge over Alleyway (Looking East)



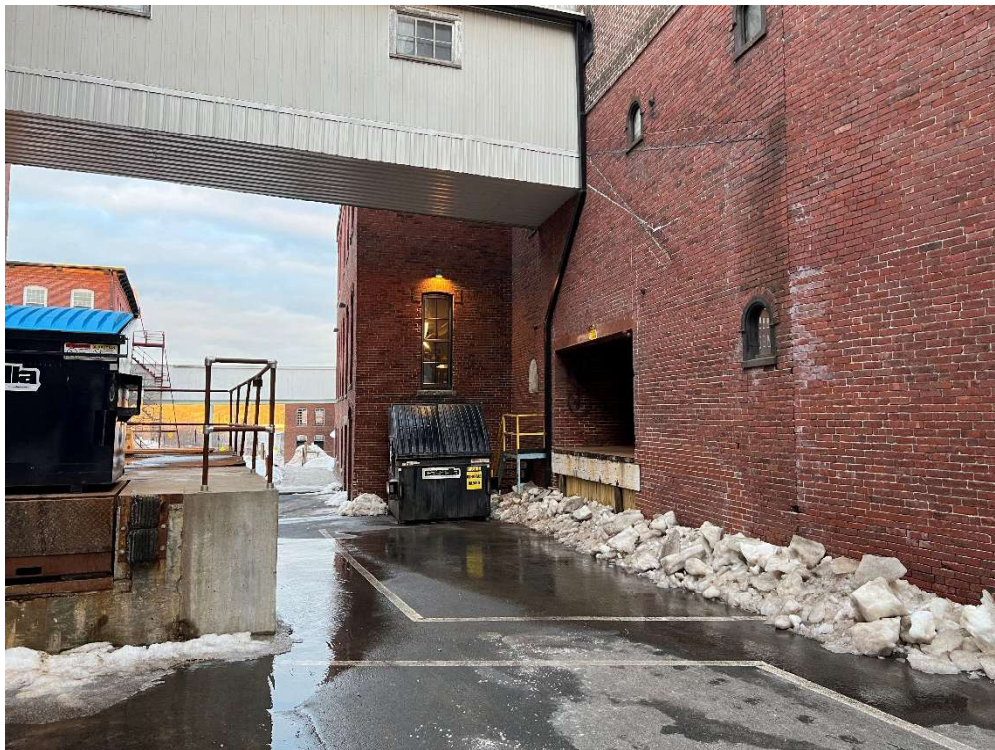
Alleyway Egress to Building 36 (Looking South)



Bulkhead Doors in Rear of Existing Building (Looking Southeast)



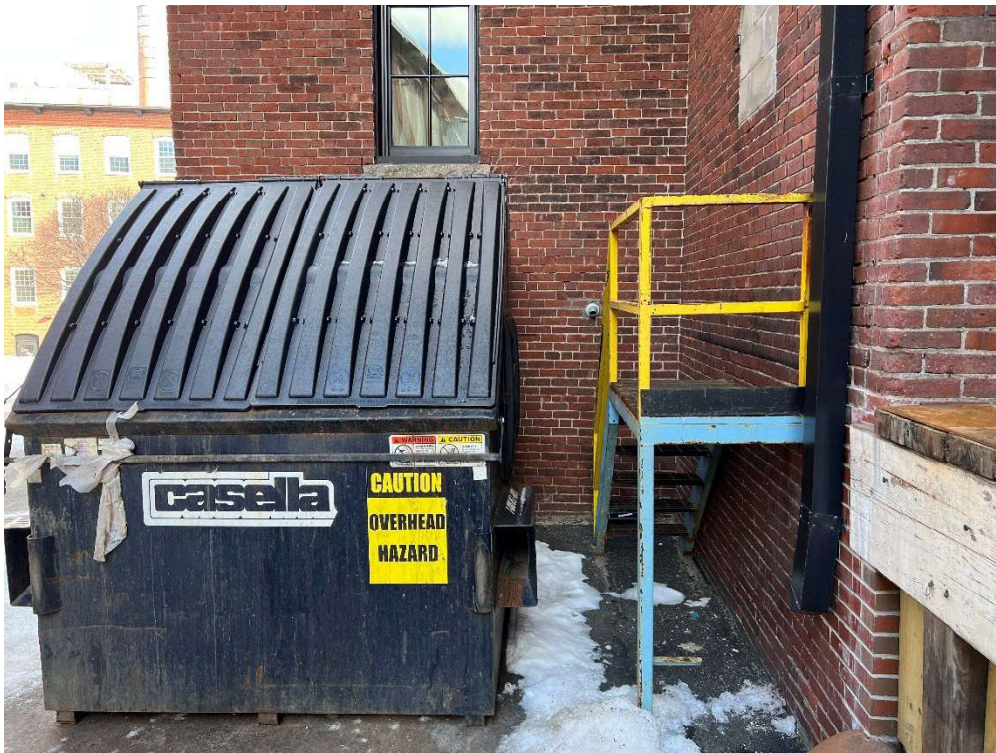
Building 13 Loading Dock in Rear Alley (Looking East)



Existing Building 36 Loading Dock at End of Alleyway (Looking East)



Building 36 Loading Dock (Looking South)



Dumpster adjacent to Building 36 Loading Dock (Looking East)



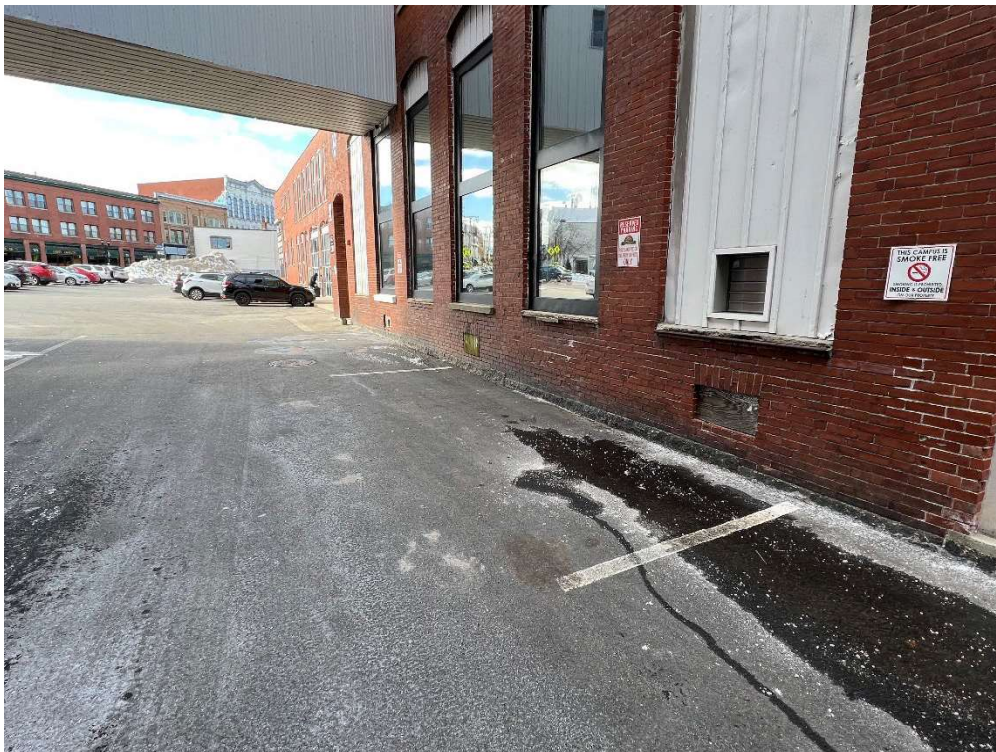
Sidewalk and Catch Basin in Alleyway (Looking East)



Aerial Bridge over Rear Alley (Looking West)



Alleyway and Aerial Bridge Adjacent to Existing Building (Looking West)



Parking Stalls Along Building 13 Building (Looking Northwest)



Parking Lot and 32 Main St Entrance Adjacent to Existing Building (Looking West)



South Face of Existing Building (Looking East)



Crosswalk across Parking Lot Entrance (Looking West)



WWII Memorial Plaque on South Face of Building 36

ATTACHMENT F

TRAFFIC MEMO

TECHNICAL MEMORANDUM
PEPPERELL MILL SELF STORAGE FACILITY
BIDDEFORD, ME
MARCH 14, 2023

INTRODUCTION

The project site is Building 36 of the Pepperell Mill, located at 32-40 Main Street in Biddeford, Maine. The purpose of this memo is to provide a preliminary traffic evaluation of the potential impacts associated with the proposed 827-unit self-storage facility. This memorandum evaluates trip generation, safety, and parking demand.

The following is a summary of the methodology, results, and conclusions of the evaluation with supporting documentation attached.

TRIP GENERATIONS

Calculated Trip Generation

The trip generation for the storage unit facility has been calculated using the Institute of Transportation Engineers' (ITE) publication, *Trip Generation*, Eleventh Edition, the most recent edition accepted by MaineDOT. As identified previously, the project includes conversion of existing building 36 in Pepperell Mill to an 827-unit self-storage facility. After careful review of the Land Use Codes (LUC) provided in the 11th Edition of the *Trip Generation*, the following was selected to calculate the trip generation for the proposed use:

- Proposed Trip Generation Variables*
- LUC 151 – Mini Warehouse – 827 Units

The following table summarizes the trip generation for the proposed development. The trip generation rate is based on per 100 storage units.

Table I – Trip Generation

Time Period	Trip Generation (Trip Ends) – 827 Units			
	Rates per 100 units	Enter	Exit	Total
Weekday	17.96	75	75	150
AM Peak Hour of ADJ St	1.21	5	5	10
PM Peak Hour of ADJ St	1.68	5	5	10
AM Peak Hour Generator	2.04	10	7	17
PM Peak Hour Generator	2.07	8	9	17
Saturday	16.29	68	68	136
Sat Peak Hour Generator	2.67	12	10	22

As shown in Table I, the highest forecast trip generation for a peak hour occurs during the Saturday peak hour of the generator with 22 trip ends. This trip generation is far below the 100-trip end threshold for requiring a MaineDOT Traffic Movement Permit (TMP). For this evaluation, a trip end is a trip into or out of the site, thus a round trip is equal to two trip ends. Table I also breaks down the



total trip ends into entering and exiting the site to provide a better understanding as to the anticipated traffic flow. The trip generation calculations for the proposed development are included in Attachment A.

In addition to determining if the project will require a MaineDOT TMP, the site was also evaluated to determine if a MaineDOT Entrance Permit is required. Because the project is located within the Urban Compact of a municipality, the proposed project will not require a MaineDOT Entrance Permit.

Observed Trip Generation

The above trip generation is based on a “typical” location as counted for the ITE Trip Generation Manual. It is our understanding that the applicant has a similar facility (720 units) located at 668 Stillwater Avenue in Bangor, Maine and observed that location for 10 hours. Based on that informal count, the site experienced the following over the course of 10 hours:

- Count on Saturday 1/28 – 15 visitors (30 trip ends/10 hours = 0.42 trip ends per hour per 100 units)
- Count on Thursday 1/26 – 6 visitors (12 trip ends/10 hours = 0.17 trip ends per hour per 100 units)

As seen from the above observations, the previously “calculated trip generation” could be conservatively high and actual trip generation for this facility may be less than forecast.

SAFETY REVIEW

Crash History:

To complete the safety review, GP requested the latest three-year (2019-2021) MaineDOT crash history for Main Street from Alfred Street to Emery Street. To evaluate whether a location has a potential crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met to be classified as an HCL. The criteria are as follows:

1. A critical rate factor (CRF) of 1.00 or more for a three-year period. A CRF compares the actual crash rate to the rate for similar intersections in the state, A CRF of less than 1.00 indicates a rate of less than average **and:**
2. A minimum of eight crashes over the same three-year period.

The following Table 2 summarizes the number of crashes and CRF over the three-year period between 2019 and 2021 for the roadway segment of Route 9 (Main Street) from Alfred Road to Emery Street.



Table 2 – Safety Evaluation

Node(s)	Description	# of Crashes	CRF	High Crash Location (Y/N)
Intersections				
54743	Int of Alfred Road & Main St	9	1.97	Y
54744	Int of Foss St & Main St	2	0.46	N
54745	Int of Emery St & Main St	2	0.47	N
Segments				
54743 – 54744	Main St between Alfred Rd to Foss St	7	3.63	N
54744 – 54745	Main St between Foss St to Emery St	9	3.05	Y

As shown in Table 2, there are 2 HCLs within the study area shown highlighted in yellow. Those locations are described in more detail as follows with crash data and collision diagrams provided in Attachment B:

Intersection of Alfred Road / Main St. (node 54743; 9 crashes & 1.97 CRF): Of the nine crashes, 6 were rear-end crashes of drivers turning from Alfred Road onto Main Street. It is unclear from the available descriptions what may be a contributing factor; however, it should be noted that 3 of the 6 crashes were identified with a contributing factor of “reckless”, and 4 of the 6 crashes were in 2019, with one in 2020 and one in 2021, so it is possible that the contributing factor leading to those 6 rear-end crashes has already been mitigated. Based on this evaluation, there is no suggested mitigation.

Main Street Link between Foss Street to Emery Street (node 54744 – node 54745; 9 crashes & 3.05 CRF): Of the 9 crashes, 8 involved drivers hitting parked vehicles. It is unclear from the information provided what the contributing factor may be; however, it should be noted that of the 8 crashes, 6 occurred in 2021. This could be an indicator that something in the area changed in 2021 causing these crashes. Based on this evaluation, there is no suggested mitigation.

Although not a high crash location, it should be noted that the Main Street roadway segment between Alfred Street and Foss Street is only one crash away from being a HCL. If this were to become a HCL, all of Main Street along the site frontage from Alfred Road to Emery Street would be a HCL.

PARKING DEMAND AND SUPPLY

Parking Demand

The parking generation for the proposed use has been calculated using the Institute of Transportation Engineers’ (ITE) publication, *Parking Generation*, Fifth Edition. As mentioned previously, the proposed use is an 827-unit self-storage facility. After careful review of the Land Use Codes (LUC) provided in the 5th Edition of the *Parking Generation*, the following was selected to calculate the parking generation for the proposed use:



Proposed Parking Generation Variables

- LUC 151 – Mini Warehouse – 827 Units

The following Table 3 summarizes the calculated parking demand for the peak hours of the proposed development with supporting information provided in Attachment C.

Table 3 – Parking Demand

Time Period	Parking Generation		
	Rate per 100 units	Parking Demand	Approximate Peak Hour
Weekday Peak Hour Demand	1.36	12	5:00 – 6:00 PM
Saturday Peak Hour Demand	0.94*	8	4:00 – 5:00 PM

*Based on only two counts

As summarized in Table 3, the peak parking demand is forecast to be 12 spaces and occur on a weekday from approximately 5:00 – 6:00 PM. It should be noted that the peak trip generation is forecast to occur during a Saturday peak hour, while the peak parking demand is forecast to occur during a peak weekday hour. This may be a result of the differences in concentration of trips within the hour or the duration of the stay on-site.

Parking Supply

It is our understanding that users of the site will have several options for parking. There will be two passenger vehicle spaces and a larger vehicle loading dock directly adjacent on the west side of the building that are designated for this use. There are an additional approximately 14 shared on-site parking spaces with adjacent uses and approximately 50 on-street parking spaces total within 400 feet from the site along both Main Street and Alfred. There are also striped parking spaces available in a nearby alley.

ATTACHMENTS

- A – Trip Generations
- B – Crash Data
- C – Parking Generation

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Attachment A

Trip Generation

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Land Use: 151

Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 6

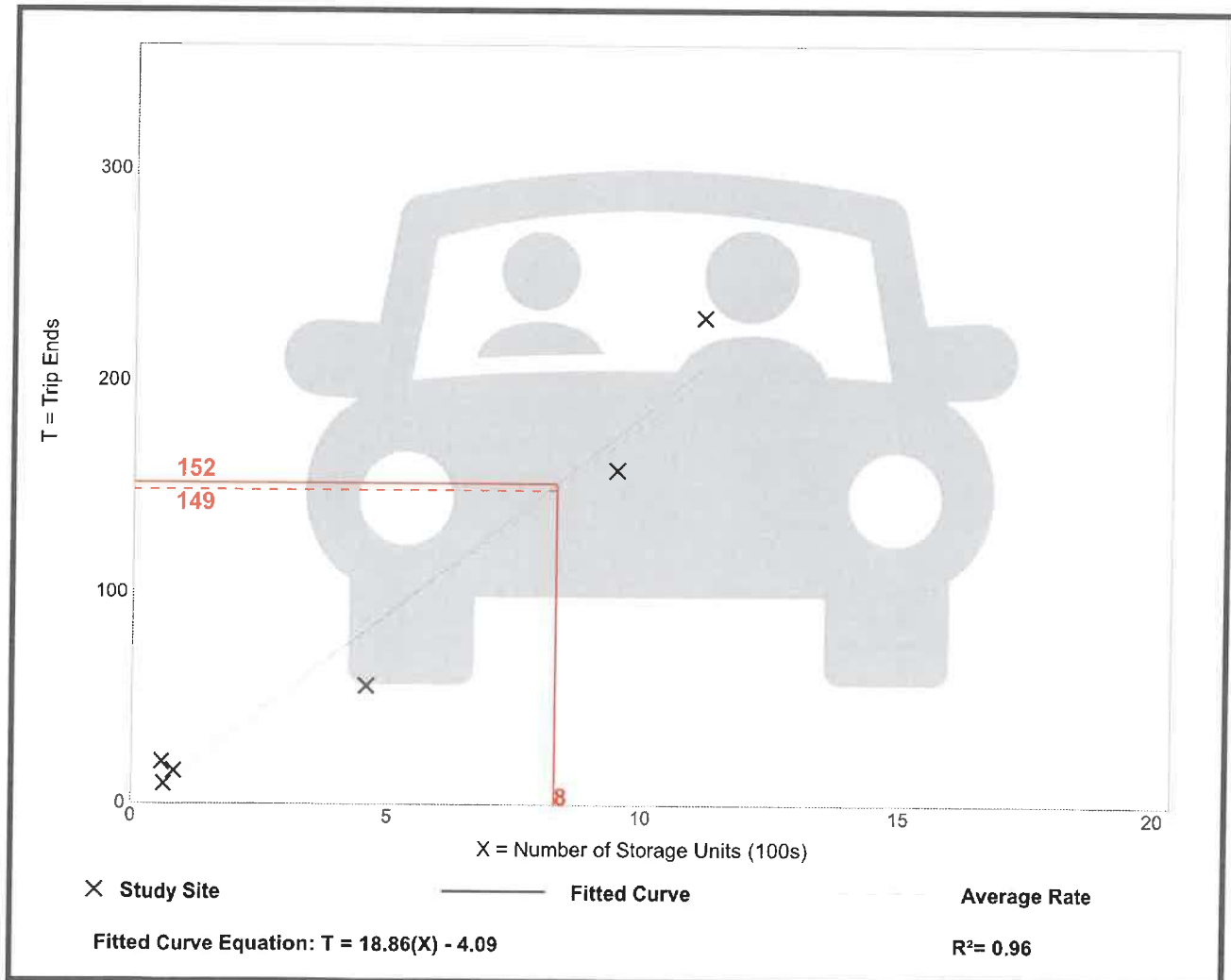
Avg. Num. of Storage Units (100s): 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
17.96	12.25 - 33.33	4.13

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

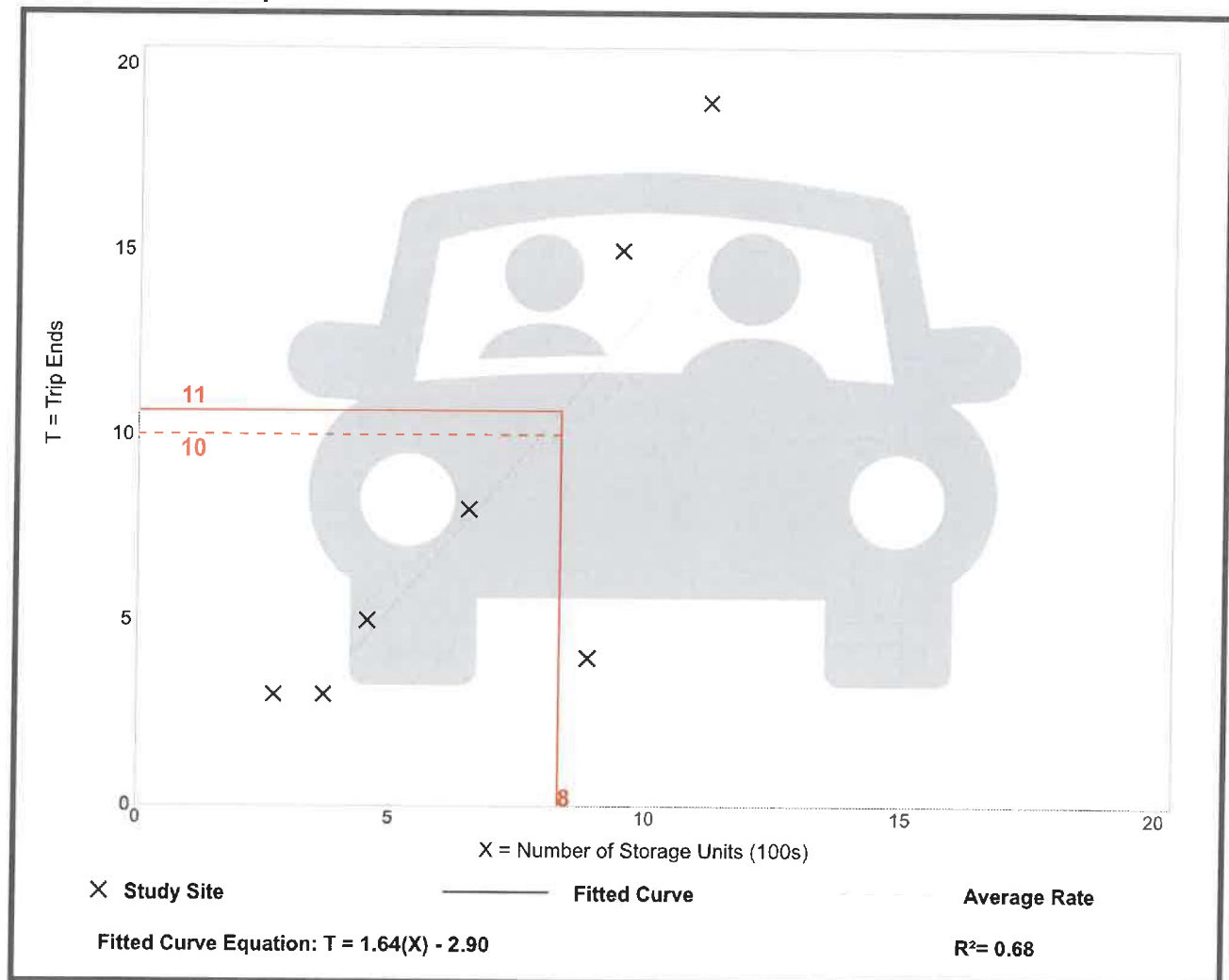
Avg. Num. of Storage Units (100s): 7

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.21	0.45 - 1.70	0.49

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

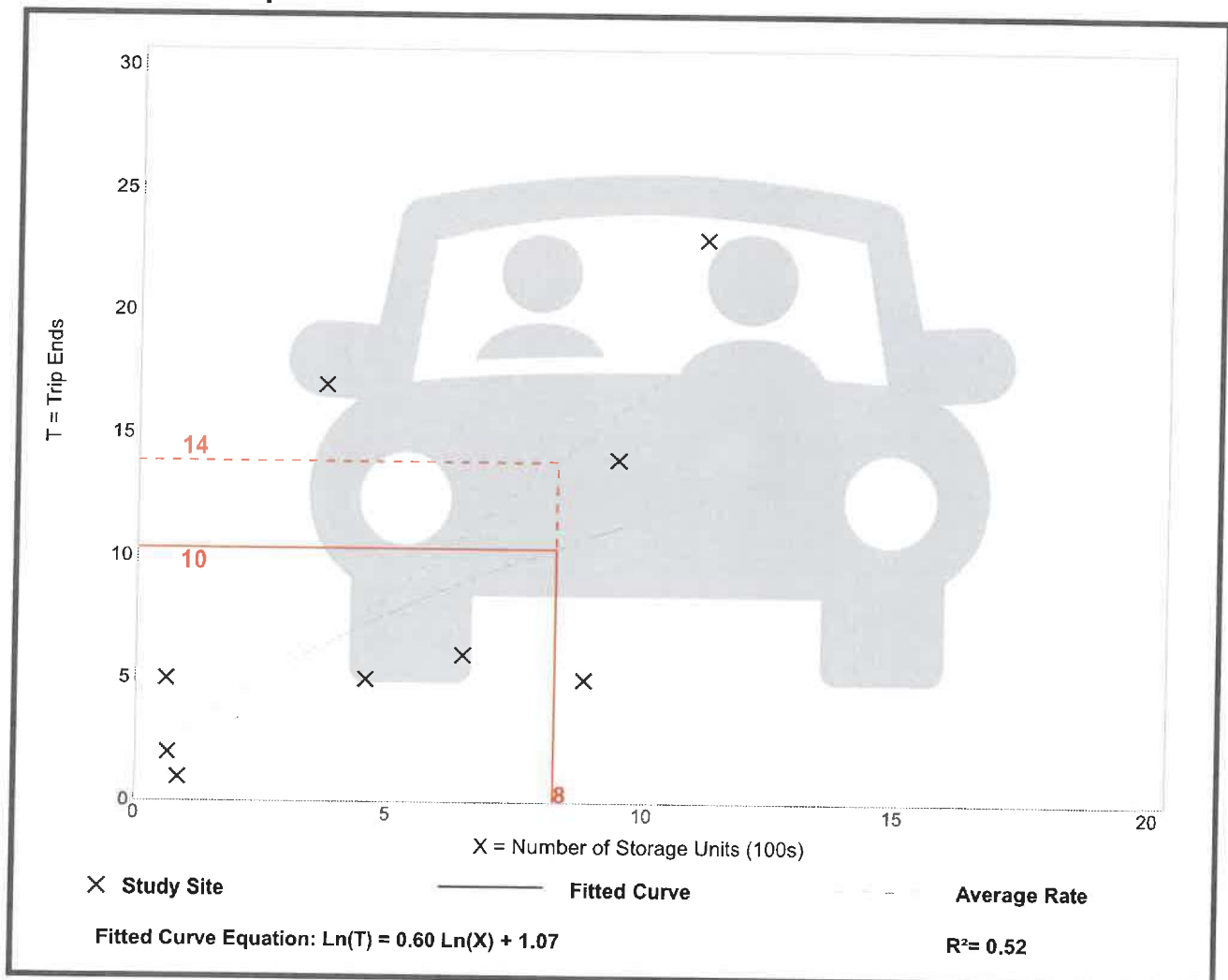
Avg. Num. of Storage Units (100s): 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.68	0.56 - 8.33	1.37

Data Plot and Equation



Mini-Warehouse (151)

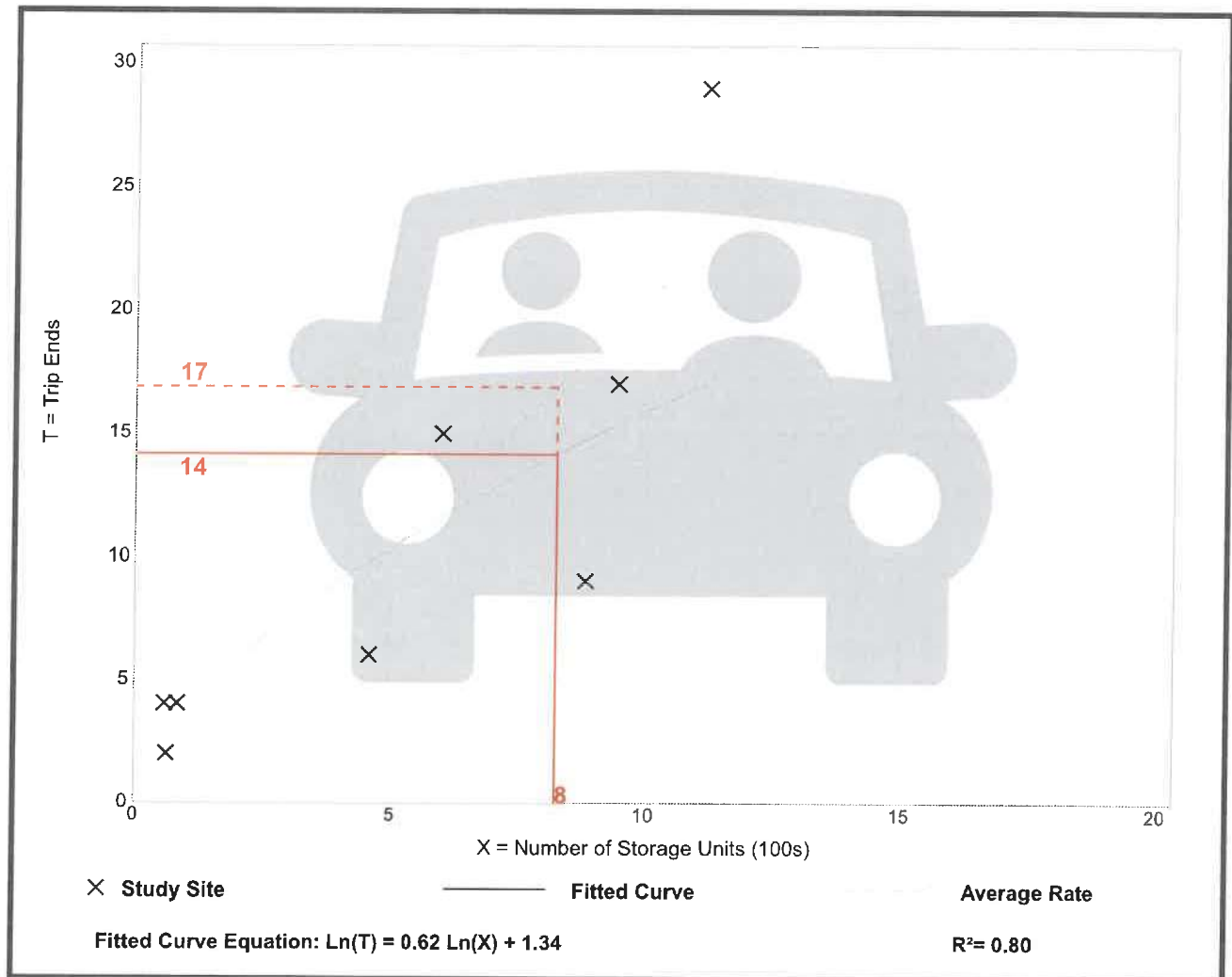
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Storage Units (100s): 5
Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.04	1.02 - 6.67	1.00

Data Plot and Equation



Mini-Warehouse (151)

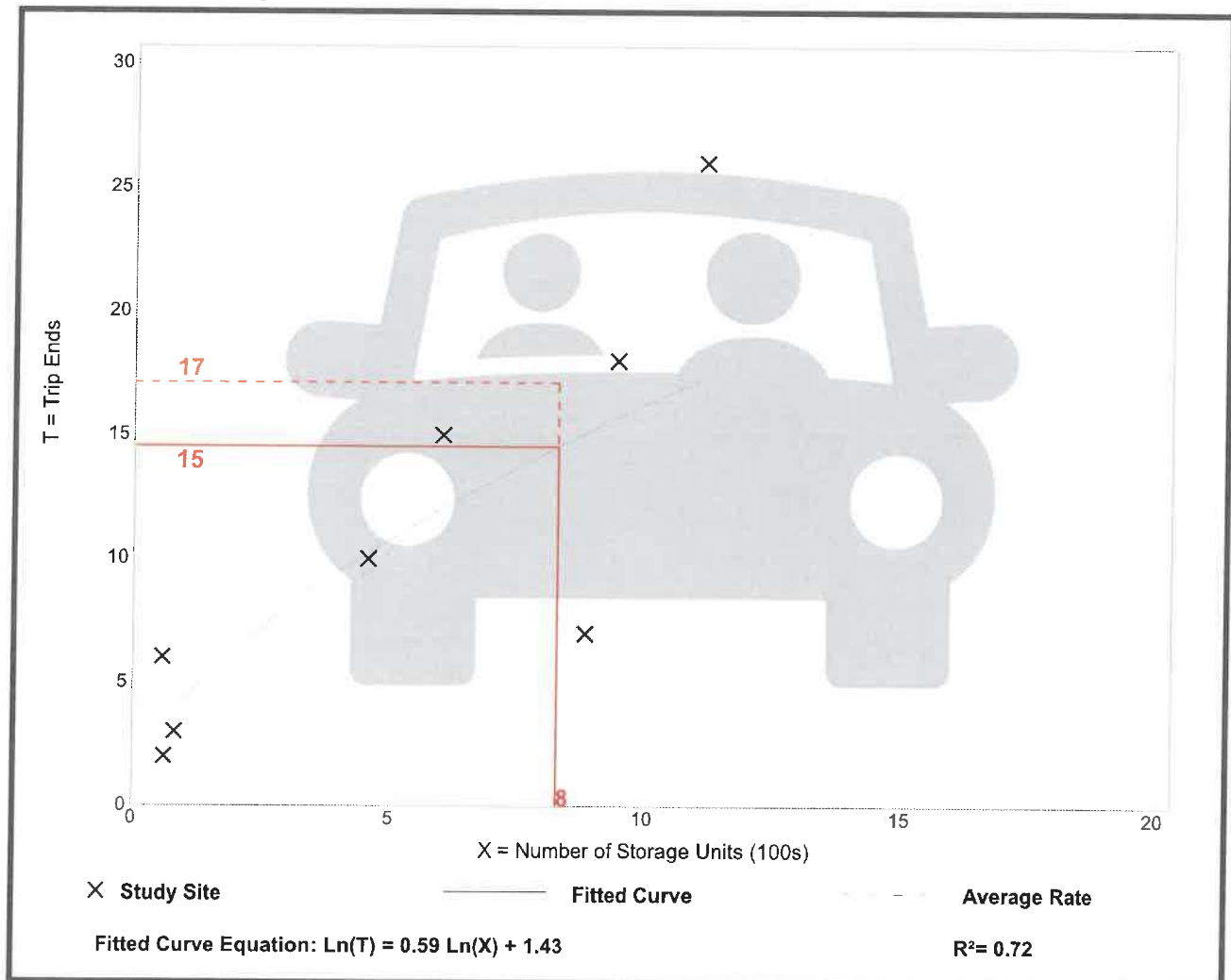
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. Num. of Storage Units (100s): 5
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.07	0.79 - 10.00	1.24

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)
On a: Saturday

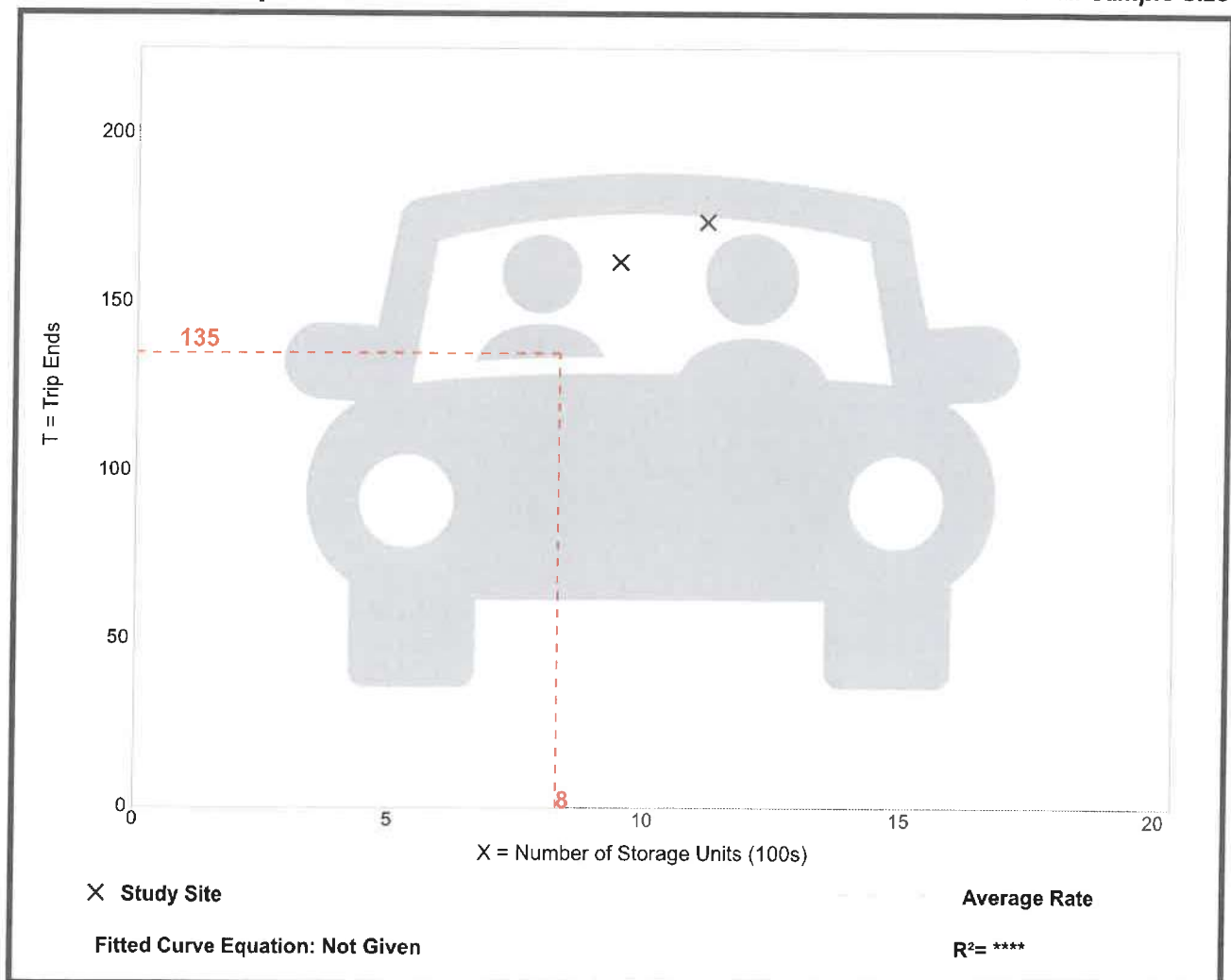
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Storage Units (100s): 10
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
16.29	15.58 - 17.12	*

Data Plot and Equation

Caution – Small Sample Size



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)
On a: Saturday, Peak Hour of Generator

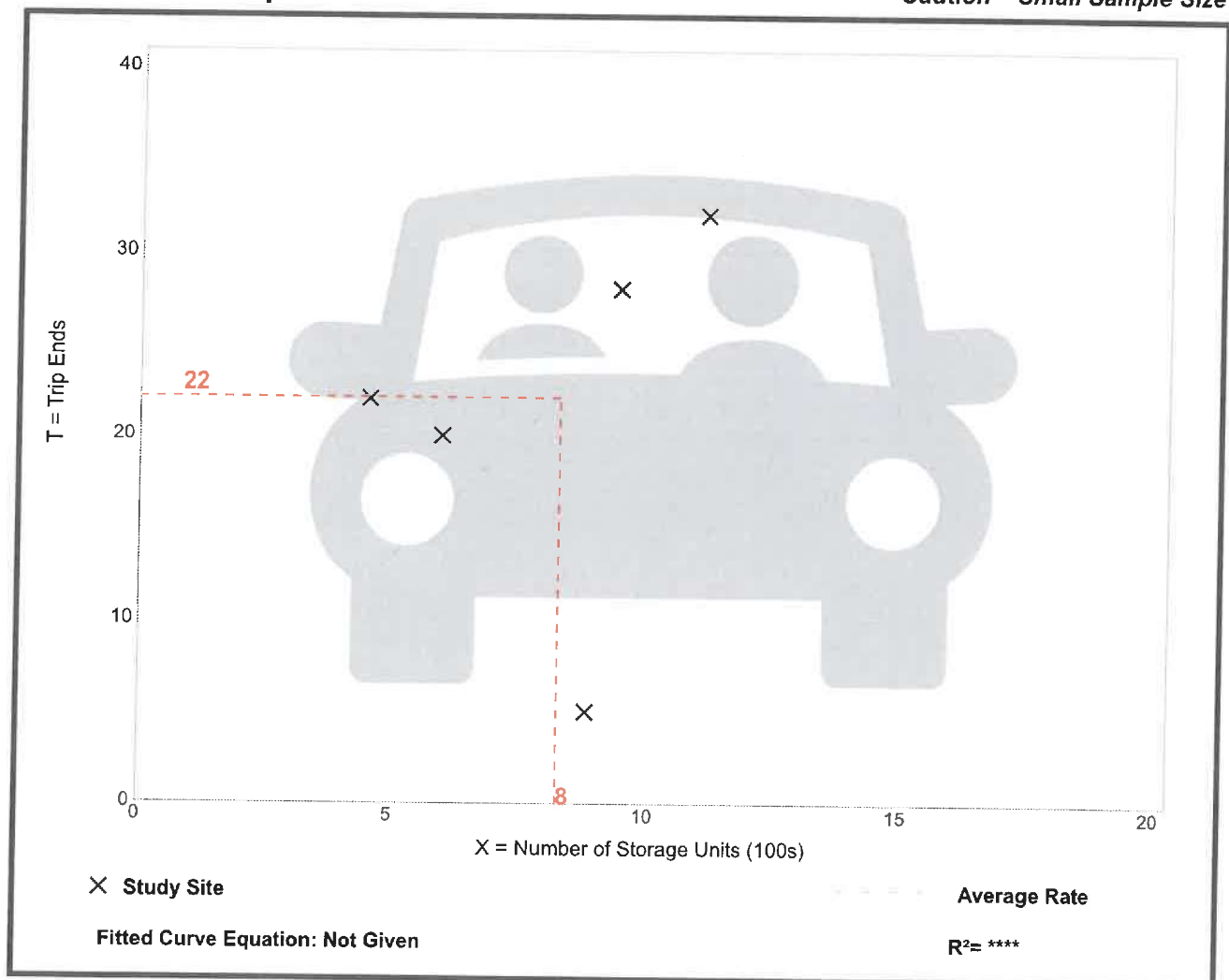
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. Num. of Storage Units (100s): 8
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
2.67	0.56 - 4.81	1.41

Data Plot and Equation

Caution – Small Sample Size





Attachment B

Crash Data

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I

☐ Section Detail

☒ Crash Summary II

☐ 1320 Public

☐ 1320 Private

☐ 1320 Summary

REPORT DESCRIPTION

Biddeford
Rte. 9/Main St. from Rte. 111/Alfred St. to Emery St.

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

Route: 0009X

Start Node: 54743
End Node: 54745

Start Offset: 0
End Offset: 0

☐ Exclude First Node
☐ Exclude Last Node

Crash Summary I

Nodes																
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury Crashes			Percent Annual M			Crash Rate	Critical Rate	CRF		
						A	B	C	PD	Injury	Ent-Veh					
54744	0009X - 37.50	Int of FOSS ST MAIN ST	2	2	0	0	0	0	2	0.0	4,179	0.16	0.35	0.00		
54745	0009X - 37.55	Int of EMERY ST MAIN ST	2	2	0	0	0	1	1	50.0	3,938	0.17	0.36	0.00		
54743	0009X - 37.47	Int of ALFRED ST MAIN ST	2	9	0	0	1	4	4	55.6	4,368	0.69	0.35	1.97		
Study Years: 3.00																
NODE TOTALS:				13	0	0	1	5	7	46.2	12,485	0.35	0.27	1.29		

Crash Summary I

Sections																				
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury Crashes				A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
54743	54744	3129554	0 - 0.03	0009X - 37.47 ST RTE 9	0.03	2	7	0	0	0	0	2	5		28.6	0.00113	2058.44	567.25	3.63	
54744	54745	4339867	0 - 0.05	0009X - 37.50 ST RTE 9	0.05	2	9	0	0	1	1	1	6		25.0	0.00199	1507.28	494.16	3.05	
Study Years:		3.00		Section Totals:	0.08		16	0	0	1	3	11	25.0	0.00312		1707.27	439.89	3.88		
Grand Totals:					0.08		29	0	0	2	8	18	34.5	0.00312		3094.43	631.46	4.90		

Crash Summary

Section Details														
Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	K	Injury Crashes			Crash Report	Crash Date	Crash Mile Point	Injury Degree	
							A	B	C	PD				
54743	54744	3129554	0 - 0.03	0009X - 37.47	7	0	0	0	2	5	2020-9517	04/02/2020	37.48	C
											2019-4071	01/24/2019	37.49	C
											2021-4801	02/18/2021	37.49	PD
											2019-50186	04/26/2019	37.49	PD
											2019-2686	01/24/2019	37.49	PD
											2020-23552	09/29/2020	37.49	PD
											2021-10469	04/28/2021	37.49	PD
											2021-32953	11/17/2021	37.51	
54744	54745	4339867	0 - 0.05	0009X - 37.50	9	0	0	1	1	6	2021-32965	11/18/2021	37.51	PD
											2021-13971	06/02/2021	37.52	PD
											2021-20826	07/31/2021	37.53	PD
											2019-52436	05/22/2019	37.54	B
											2021-20545	07/28/2021	37.54	C
											2020-24060	10/03/2020	37.54	PD
											2019-75572	12/05/2019	37.54	PD
											2021-34867	12/02/2021	37.54	PD
Totals:					16	0	0	1	3	11				

Crashes by Day and Hour

Vehicle Counts by Type

134

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	2	23	2	0	0	0	27
Ran Off Roadway	1	0	0	0	0	0	1
Failed to Yield Right-of-Way	6	0	0	0	0	0	6
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	2	0	0	0	0	0	2
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	3	0	0	0	0	0	3
Failed to Keep in Proper Lane	5	0	0	0	0	0	5
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	5	0	0	0	0	0	5
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	4	0	0	0	0	0	4
Unknown	1	0	0	0	0	0	1
Total	29	23	2	0	0	0	54

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	25	16	0	0	0	0	41
Physically Impaired	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	1	0	0	0	0	0	1
Other	0	0	0	0	0	0	0
Total	26	16	0	0	0	0	42

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	3	0	0	0	0	3
20-24	8	0	0	0	0	8
25-29	6	0	0	0	0	6
30-39	8	0	0	0	0	8
40-49	12	0	0	0	0	12
50-59	6	0	0	0	0	6
60-69	5	0	0	0	0	5
70-79	2	0	0	0	0	2
80-Over	4	0	0	0	0	4
Unknown	2	0	0	1	0	3
Total	56	0	0	1	0	57

Crash Summary II - Characteristics

Most Harmful Event		Most Harmful Event		Injury Data	
Most Harmful Event	Total	Most Harmful Event	Total	Severity Code	Number Of Injuries
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0		
2-Fire / Explosion	0	39-Unknown	0	K	0
3-Immersion	0	40-Gate or Cable	0	A	0
4-Jackknife	0	41-Pressure Ridge	0	B	3
5-Cargo / Equipment Loss Or Shift	0	Total	56	C	8
6-Fell / Jumped from Motor Vehicle	0			PD	18
7-Thrown or Falling Object	0			Total	28
8-Other Non-Collision	0				11
9-Pedestrian	1				
10-Pedalcycle	0				
11-Railway Vehicle - Train, Engine	0				
12-Animal	0				
13-Motor Vehicle in Transport	40				
14-Parked Motor Vehicle	12				
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0				
16-Work Zone / Maintenance Equipment	0				
17-Other Non-Fixed Object	0				
18-Impact Attenuator / Crash Cushion	1				
19-Bridge Overhead Structure	0				
20-Bridge Pier or Support	0				
21-Bridge Rail	0				
22-Cable Barrier	0				
23-Culvert	0				
24-Curb	0				
25-Ditch	0				
26-Embankment	0				
27-Guardrail Face	0				
28-Guardrail End	0				
29-Concrete Traffic Barrier	0				
30-Other Traffic Barrier	0				
31-Tree (Standing)	1				
32-Utility Pole / Light Support	1				
33-Traffic Sign Support	0				
34-Traffic Signal Support	0				
35-Fence	0				
36-Mailbox	0				
37-Other Post, Pole, or Support	0				

Traffic Control Devices		Road Character	
Traffic Control Device	Total	Road Grade	Total
1-Traffic Signals (Stop & Go)	0	1-Level	15
2-Traffic Signals (Flashing)	0	2-On Grade	14
3-Advisory/Warning Sign	0	3-Top of Hill	0
4-Stop Signs - All Approaches	0	4-Bottom of Hill	0
5-Stop Signs - Other	10	5-Other	0
6-Yield Sign	9	Total	29
7-Curve Warning Sign	0		
8-Officer, Flagman, School Patrol	0		
9-School Bus Stop Arm	0		
10-School Zone Sign	0		
11-R.R. Crossing Device	0		
12-No Passing Zone	0		
13-None	9		
14-Other	1		
Total	29		

Light	
Light Condition	Total
1-Daylight	22
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	7
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	29

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Year and Month

Month	2019	2020	2021	Total
JANUARY	2	1	0	3
FEBRUARY	0	1	1	2
MARCH	0	0	0	0
APRIL	1	1	1	3
MAY	4	0	1	5
JUNE	0	0	1	1
JULY	0	0	3	3
AUGUST	2	1	1	4
SEPTEMBER	0	1	0	1
OCTOBER	0	1	0	1
NOVEMBER	1	0	3	4
DECEMBER	1	0	1	2
Total	11	6	12	29

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Traffic Circle- Roundabout	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End - Sideswipe	9	0	9	0	0	1	0	0	0	0	0	0	0	0	19
Head-on - Sideswipe	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Intersection Movement	0	0	1	0	0	3	0	0	0	0	0	0	0	0	4
Pedestrians	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	10	2	13	0	0	4	0	0	0	0	0	0	0	0	29

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	3	0	0	0	0	0	0	0	0	0	0	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	12	0	0	0	0	0	0	0	0	0	0	13
Dusk	0	0	0	0	0	0	0	0	0	0	1	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	5	0	0	0	0	0	0	0	0	0	0	6
Dusk	0	0	0	0	0	0	0	0	0	0	1	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	3	3
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	3	3
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Office of Safety, Crash Records Section
Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	1	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	20	0	0	0	0	0	0	1	0	0	8	29

H. C. L. CRASH COLLISION DIAGRAM DATA PACKAGE

COUNTY: YORK

TOWN: BIDDEFORD

LOW NODE: 54744 HIGH NODE: 54745

REGION: 1

U/R: URBAN

DESCRIPTION: Main St from Foss St to Emery St

RTE # / RD #: 0009X

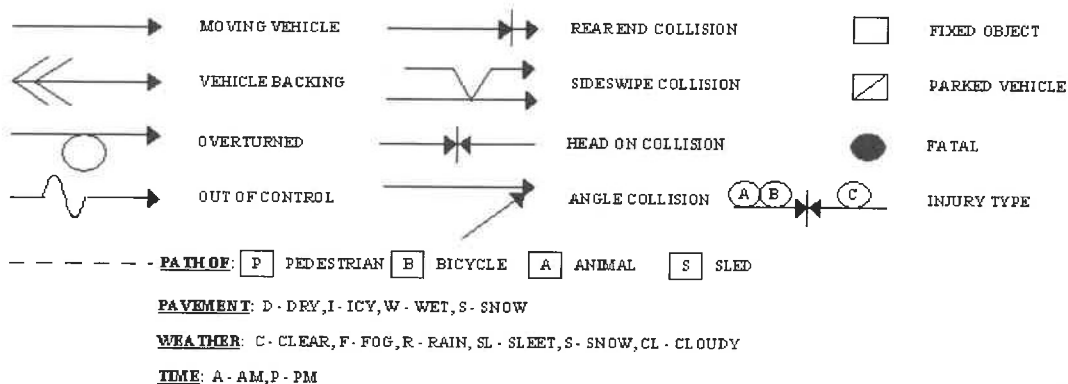
DATE DRAWN: 5/30/2022 DRAWN BY: Michelle

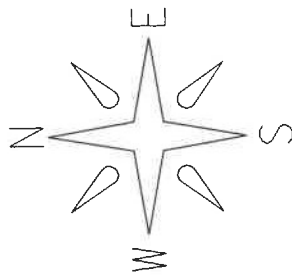
STUDY FROM: 1/1/2019

STUDY TO: 12/31/2021

CRASH RATE: 1507.28 CRF: 3.05 % INJURY: 22.2 TOTAL CRASHES: 9

LEGEND





Biddeford

Link: 54744-54745

Element: 4339867

Study Period: 2019-2021

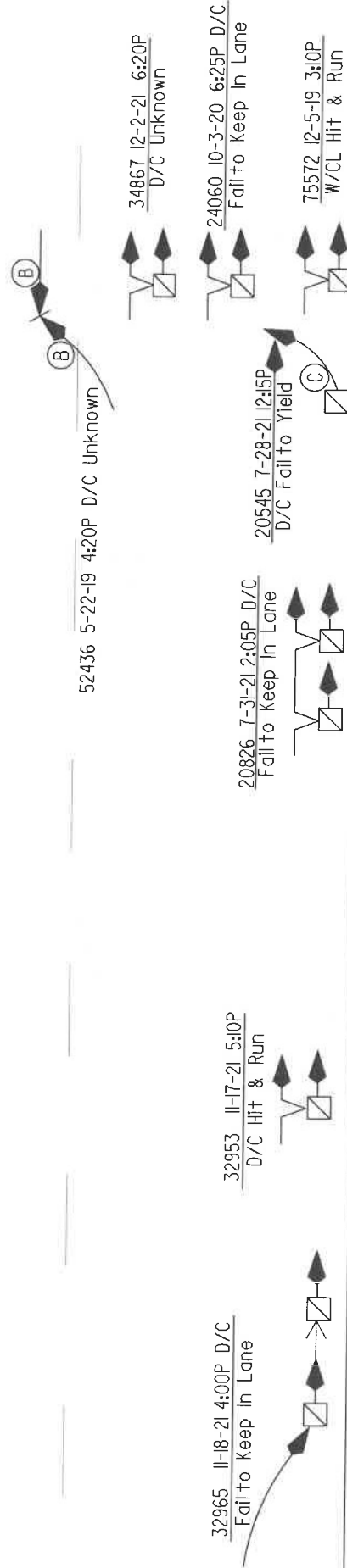
of Crashes: 9 / CRF: 3.05

Prepared by Office of Safety & Mobility (MP 5/30/22)

54744

54745

Main St
Rt 9



32965 11-18-21 4:00P D/C
Fail to Keep In Lane

32953 11-17-21 5:10P
D/C Hit & Run

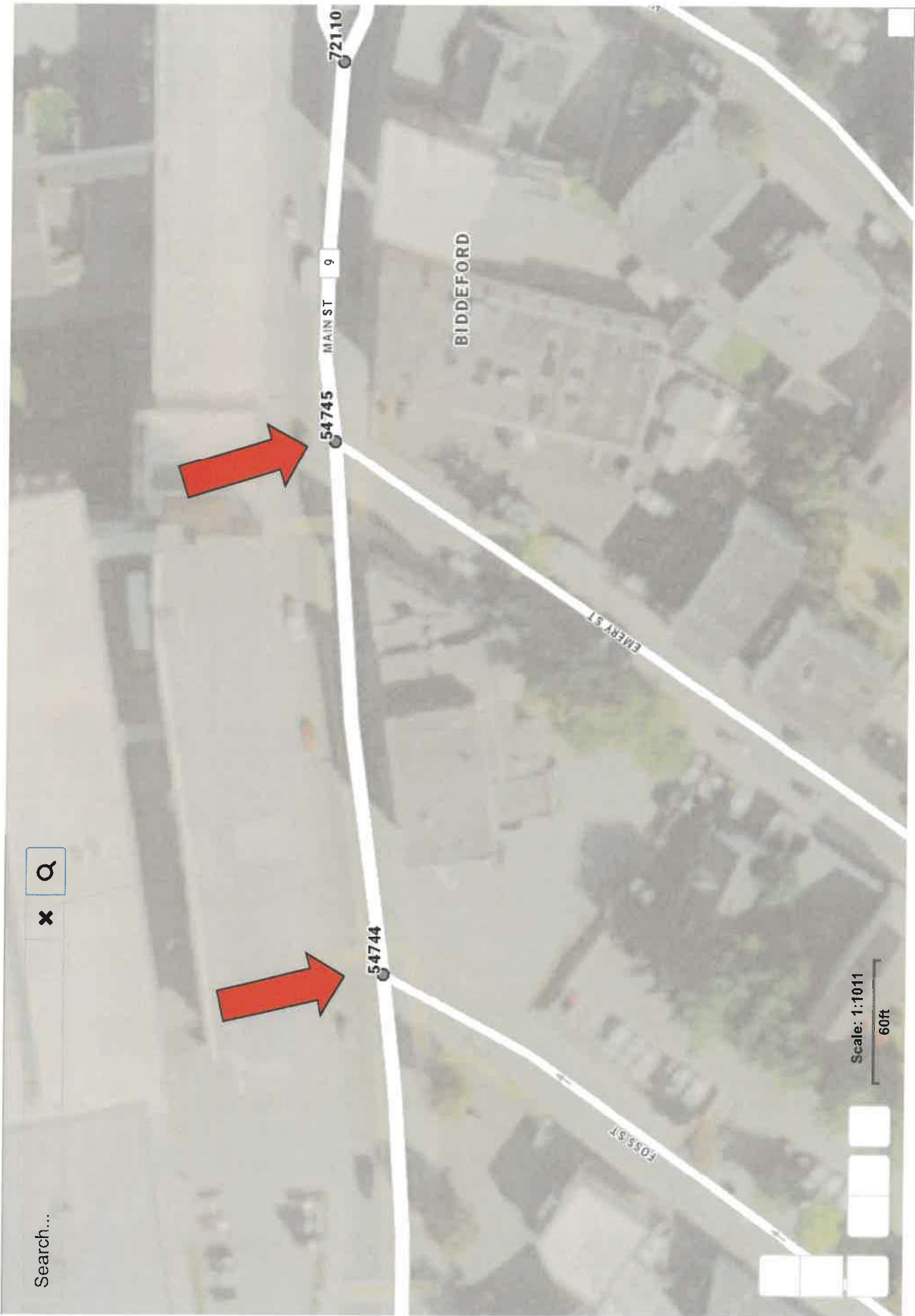
20826 7-31-21 2:05P D/C
Fail to Keep In Lane

20545 7-28-21 12:15P
D/C Fail to Yield

24060 10-3-20 6:25P D/C
Fail to Keep In Lane

75572 12-5-19 3:10P
W/CL Hit & Run

34867 12-2-21 6:20P
D/C Unknown



H. C. L. CRASH COLLISION DIAGRAM DATA PACKAGE

COUNTY: YORK

TOWN: BIDDEFORD

LOW NODE: 54743 HIGH NODE: 0000

REGION: 1

U/R: URBAN

DESCRIPTION: Int of Alfred St and Main St

RTE # / RD #: 0009X

DATE DRAWN: 7/7/2022

DRAWN BY: BOB K

STUDY FROM: 1/1/2019

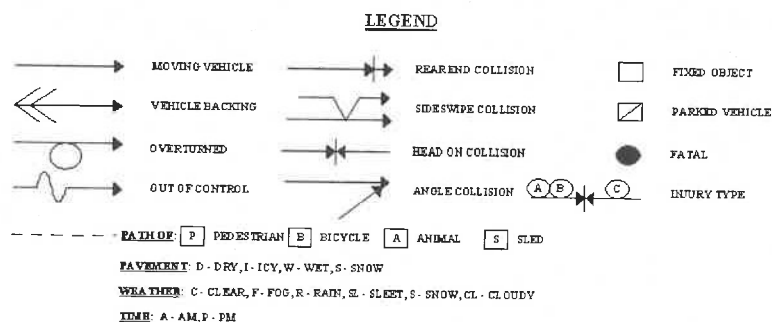
STUDY TO: 12/31/2021

CRASH RATE: 0.69

CRF: 1.97

% INJURY: 55.6

TOTAL CRASHES: 9



Biddeford

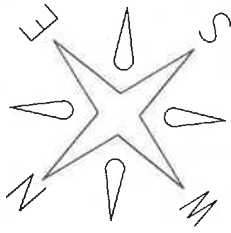
Node: 54743

Study Period: 2019-2021

of Crashes: 9 / CRF: 1.97

Prepared by Office of Safety & Mobility

RFK3 7-7-22



Main St.

Main St.

2415 1-18-20 7:20P S/S Fail To Yield

75595 11-21-19 1:15P
D/C Fail To Yield

Yield

63814 8-30-19 6:35P D/C Inattention
6988 7-3-21 4:50P D/CL Rolling parked car
operator vehicle jumped in and dragged
20540 8-28-20 4:20P D/CL Follow Close
20843 8-6-21 5:45P D/C Reckless
51142 5-1-19 6:30P D/CL Reckless
60397 8-3-19 1:45P D/C Reckless
75597 5-25-19 11:40A D/C Follow Too Close

Alfred St.





Attachment C

Parking Generation

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	0	—
5:00 a.m.	0	—
6:00 a.m.	0	—
7:00 a.m.	0	—
8:00 a.m.	14	—
9:00 a.m.	71	—
10:00 a.m.	50	—
11:00 a.m.	79	—
12:00 p.m.	57	—
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	—
9:00 p.m.	0	—
10:00 p.m.	0	—
11:00 p.m.	0	—

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

Source Numbers

37, 314, 415, 556, 562

Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 6:00 p.m.

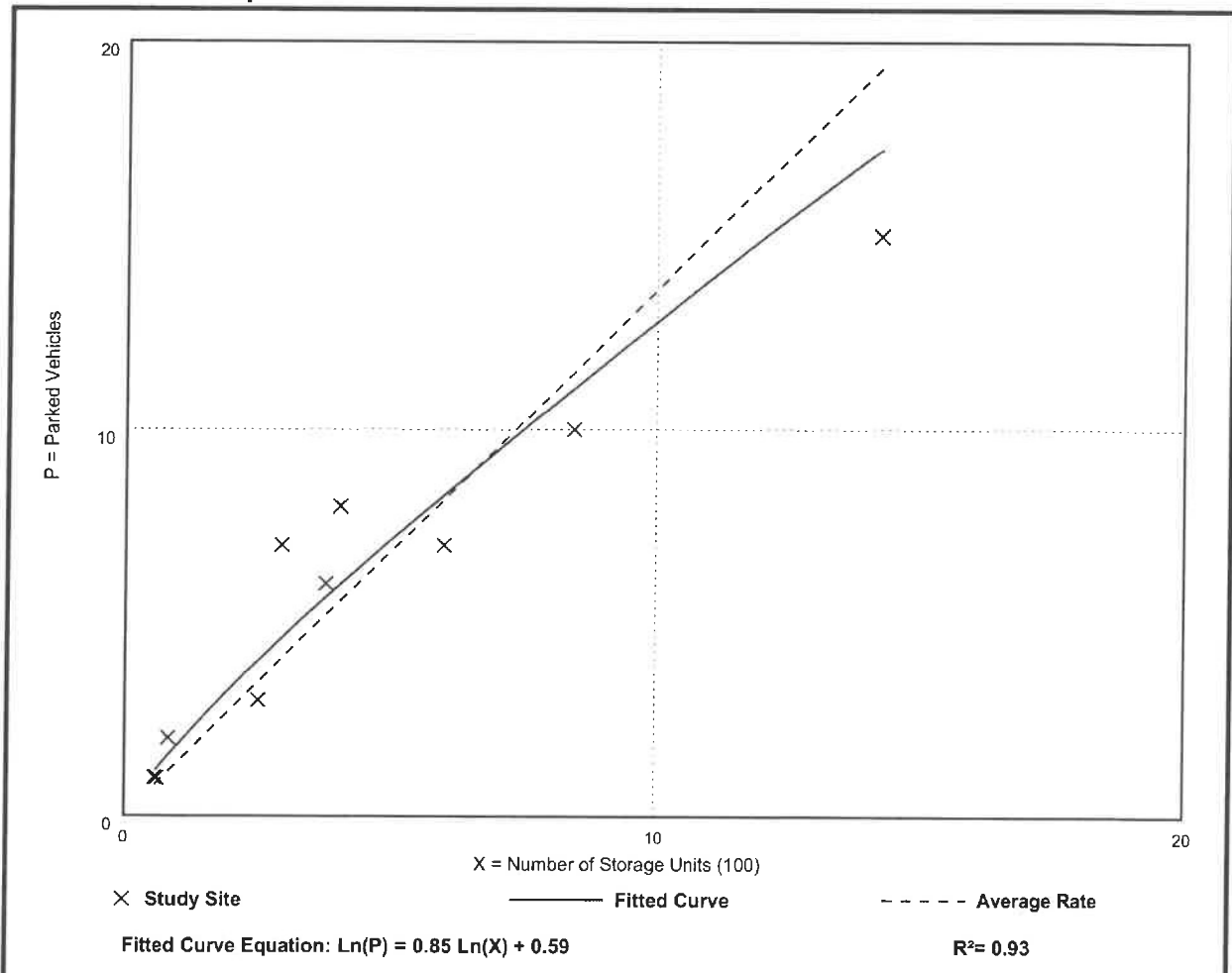
Number of Studies: 10

Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

Number of Studies: 2

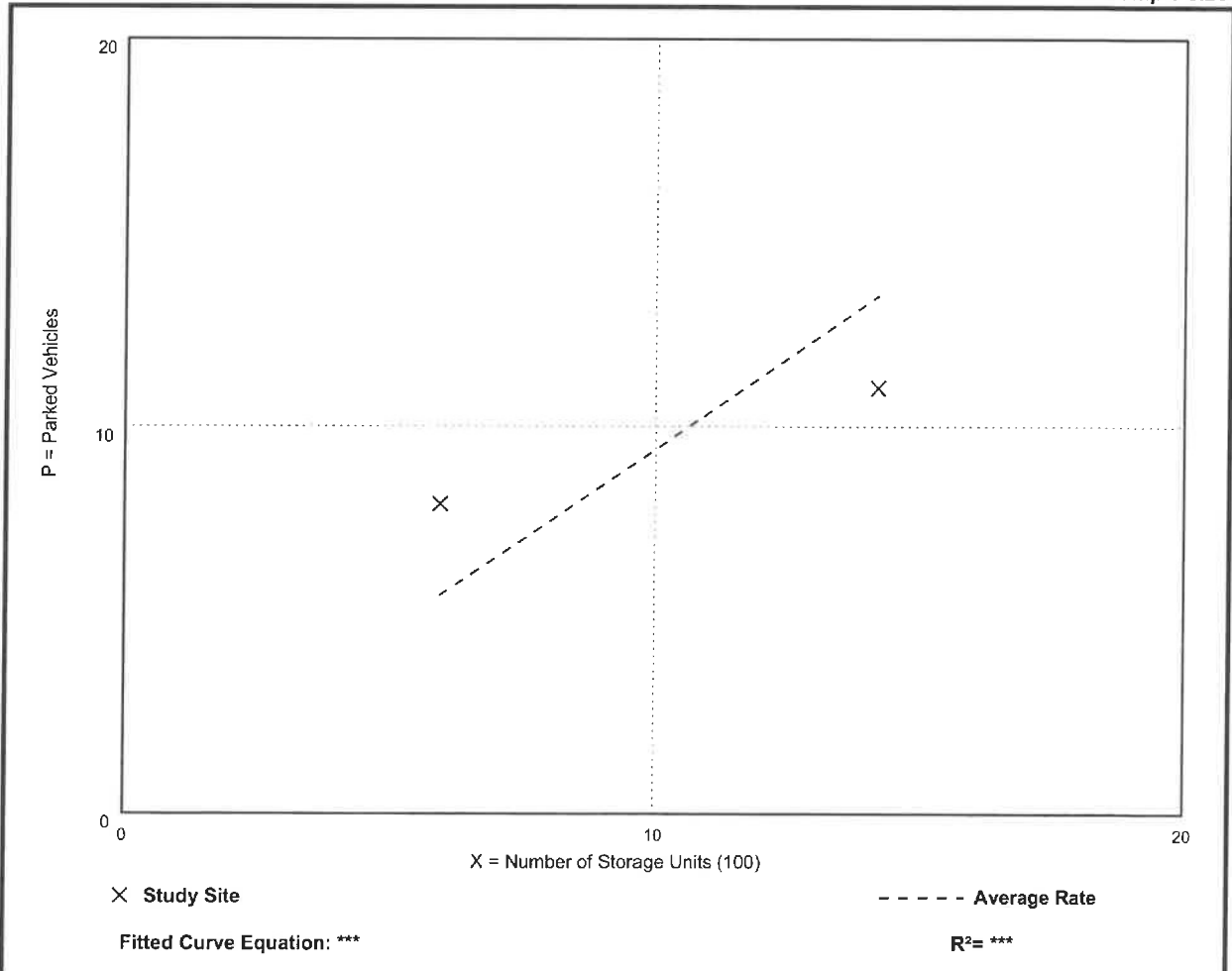
Avg. Num. of Storage Units (100): 10

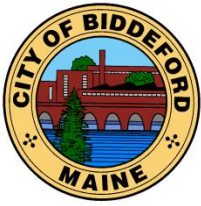
Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size





CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

David.Galbraith@biddefordmaine.org

PLANNING BOARD STAFF REPORT

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, Deputy Director/City Planner

DATE: May 25, 2023

RE: **2023.10 Pepperell Mill Campus Parking Plan - Discussion**

MEETING DATE: May 31, 2023 at 6:00 PM

1. INTRODUCTION

The Pepperell Mill Campus has 460 on-site parking stalls. On October 7, 2015 the Planning Board approved the Findings of Fact and Conclusions of Law (Case # 2015.34) for the adoption of the Pepperell Mill Master Plan Review where a 150 parking stall waiver was granted (with conditions). The 150 parking stall waiver was approved to allow some flexibility in allowing additional uses to occupy vacant spaces within Pepperell Mill so that Planning Board review and approval was not required.



Pepperell Mill Campus – Master Plan

2023.10 Pepperell Mill Campus Parking Plan - Discussion.

Planning Board Date: May 31, 2023

The waiver also seems to have been granted based on the existing mixed use of the campus, and a shared parking plan which allows parking stalls to be shared based upon the actual usage. In basic terms, the parking utilized during the day by office / business type uses can also be utilized for residential uses during evening and weekends hours. When the 150 parking stall waiver was granted, the “waivers” have been added to the base number of parking stalls (460 actual parking stalls) so the combined numbers (460 parking stalls + 150 waiver) have been counted as 610 available parking stalls.

Although I agree with utilizing “shared parking” arrangements whenever possible, I believe that the continued practice of granting parking waivers and then including them in “available parking” is flawed, particularly as a number of items have changed since the 2015 parking plan was adopted. It should be noted that, at this time, neither City Staff nor Presidium (property owner) have been unable to locate a copy of the actual study. We were able to locate the October 7, 2015 Findings of Fact and Conclusions of Law (Case # 2015.34) for the Pepperill Mill Master Plan Review which granted the 150 parking waiver (with conditions). Also listed as waivers previously granted were a 70 stall waiver for building #13, the addition of 14 stalls for a university use no longer located within the Mill, a 55 stall parking waiver for “the Yard” and 25 parking stalls waived for Laconia House ($70 + 14 + 55 + 25 = 164 + 150$ Master Plan parking waiver = 314 parking waivers granted). The property has a 460 actual parking stalls so the “available parking” would calculate as 774 parking stalls. A copy of this approval is attached in addition to a number of letters / emails between the City and the property owner. On March 31, 2020 the City’s former City Planner sent a letter to Megan Higgins (Presidium / owner representative) which explained that the Mill was “out of parking credits”. The letter also stated (shown in italics):

Regarding Traffic, it is my opinion that any further redevelopment of the campus beyond the restaurant and church discussed above now warrants that a Traffic Impact Fee be paid per the Biddeford-Saco Mill District Study Mitigation and Impact Fee Study, June 2015.

Moving forward, although the Campus appears to be out of available parking and traffic credits (so to speak) we would like to work with you. As the campus evolves and other options may arise to increase supply within the campus, such as utilizing tandem parking, or ways in which to mitigate traffic impacts on the transportation system may arise, we can talk with you about that. Also, if demands change due to occupancies, we can further discuss fine-tuning the assessments.

With the above in mind, we must work together on this evolving condition. Providing periodic, for example monthly, updates on occupancies to us can help monitor change as things move over time.

The paper trail of approvals, parking counts and tenant tracking since 2015 is somewhat murky and difficult to follow. During the early months of 2023 the City was corresponding with Presidium regarding a number of potential projects within the Mill, and on March 2, 2023 I sent a letter (attached) to Megan Higgins (Presidium representative) regarding the multiple projects, property sales, shared parking, designated parking and similar issues. In my letter to Ms. Higgins I stated the following:

Like you, the City wants the entire Mill at full occupancy but I think we (collectively) should look at the campus parking and work towards a mutually acceptable solution so the Board isn’t repeatedly asked to grant waivers for each new occupied space. City Staff has discussions with some of the potential clients / future building owners who have mentioned that the lot sales / leases will require specific parking to be specifically “set aside / reserved” for their particular uses, which somewhat defeats the purpose of a shared parking master plan under the control of the Pepperill Mill Association. I think that workshopping the Pepperell Mill parking with your team, the Planning Board and City Staff would help the Board better understand the complexity of the

2023.10 Pepperell Mill Campus Parking Plan - Discussion.

Planning Board Date: May 31, 2023

Mill and related parking / circulation issues in addition to seeking solutions to the issue before parking / site circulation becomes a critical problem. Staff is increasingly uncomfortable with allowing uses to locate within the building and supporting additional parking waivers until a long term master parking plan is developed / adopted. I would welcome the opportunity for us to develop a parking master plan that will satisfy your needs, your clients' needs while providing the City short and long term solutions to the parking needs of the Pepperill Mill.

In response to the latest correspondence and meetings with the property owner, Presidium has submitted a parking plan which includes the following parking graphic:

PARKING WAIVERS AND APPROVALS DETAIL						
Notice Date	Project	Parking Waivers	Address	Building	Commercial SQ FT	Outcome / Notes
7/25/2006	North Dam Mill LLC Phase 1	224	2 Main Street	NA	NA	
8/3/2007	North Dam Mill LLC Phase 2 and 3	349	2 Main Street	NA	NA	
10/2/2014	"The Yard" Parking Waiver Request	55	40 Main Street	13	NA	No longer a tenant
10/8/2015	The Mills at Pepperell Master Plan	150	2 Main Street	NA	NA	"In doing so, the complex now has 235 credits of parking available to continue development moving forward. As mentioned at the meeting, Building 11 which has 71 units of housing approved, as well as 40 units of housing (formerly Mill City Housing), do not take away from that waiver"
1/31/2020	Building 13 Church, Building 19A Restaurant		40 Main Street and 16 Main Street	13 & 19A	14,300	Staff Approval for 2 Commercial Tenants
10/13/2022	Building 10 Commercial Tenants		10 Westpoint Lane	10	12,763	Staff Approval for 2 Commercial Tenants
TOTAL WAIVERS: 778						

As stated above, the City is in favor of shared parking within the campus and parking agreements with surrounding property owners, however the "total waivers" listed at 778 stalls greatly exceeds the actual parking on site (460 stalls). Gorrill Palmer Traffic Engineers have submitted a new parking study which includes some background on the Pepperill Mill, a "theoretical parking demand", and "actual parking demand" numbers, a "current theoretical parking demand" discussion and conclusions. Within the submittal package there are a few items of note:

- A. Page 1 of the Gorrill Palmer memorandum (dated May 3, 2023) lists total number of parking stalls as 502 which is contrary to other materials provided which illustrate and note actual parking at 460 parking stalls.
- B. Page 3 of the Gorrill Palmer memorandum states "In addition to the example noted above, the Biddeford zoning ordinance requires 2 parking spaces per residential unit regardless of the size of the unit, number of bedrooms, or proximity to other modes of transportation (transit)". This statement is

2023.10 Pepperell Mill Campus Parking Plan - Discussion.

Planning Board Date: May 31, 2023

incorrect. The City's Zoning Ordinance allows only 1 parking stall per unit for senior housing, one bedroom units and efficiency units. Although the statement is incorrect the submitted parking counts provide a breakdown of these numbers.

- C. The total area of all structures is provided at 905,000 square feet with only 399,000 (44%) of the structures currently being occupied.
- D. On September 3, 2019 the City Council amended our parking regulations to include the following standard:

"The Planning Board may reduce (waive) the off-street [parking] requirements of proposals for new or expanded residential uses in the MSRD Zon4es and the W-2 Zone provided that any such reductions or waivers are then approved by the City Council".

- E. Since the 2015 Pepperill Mill Parking Master Plan Study was adopted the City has also constructed the Pearl Street Municipal Parking Garage which was specifically constructed to provide existing and new uses additional parking options.
- F. Three (3) buildings (#11, #30 and #36) are being sold but will remain as part of the Pepperill Mill Campus Association which includes joint maintenance and shared parking, however, some of these buildings sales require some designated parking for the particular use. Additional property owners within the Mill complex may complicate shared parking agreements as parking stalls specifically designated for a particular use / building aren't really "shared parking".

2. STAFF RECOMMENDATION:

The primary reasons for this discussion are the paper trail of approvals, various parking counts and tenant tracking since 2015 is somewhat murky and difficult to follow. Establishing a clear path moving forward related parking demands, increased occupancy and how development applications within the Mill will be processed, how parking shortfalls would be handled, and development of long term solutions to meet parking demand is imperative to the Mill and the greater downtown.

Staff recommends that the Board listen to the Presidium / Gorrill Palmer presentation of their materials, ask questions and provide feedback on additional clarifications / materials the Board would want to review. The ultimate goal will be adopting a new Parking Master Plan that addresses the needs and concerns of the property owner, City Staff, Planning Board and City Council.

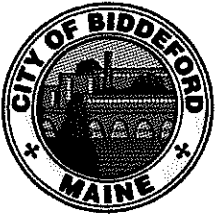
Attachments:

- 1. October 2, 2014: Letter to Scott Joslin (The Mills at Pepperill, LLC) Notice of Decision (NOD) – 55 parking stall waiver.
- 2. September 2, 2015 Mill Master Plan Documents
- 3. October 7, 2015: Findings of Fact and Conclusions of Law (Case # 2015.34) Pepperill Mill Master Plan Review – 150 parking waiver granted (with conditions).
- 4. August 4, 2016: Re-approval Laconia House (building 11) 25 parking stall waiver.

2023.10 Pepperell Mill Campus Parking Plan - Discussion.

Planning Board Date: May 31, 2023

5. January 31, 2020: Email to Megan Higgins (Presidium / owner representative) from Greg Tansley (former City Planner) "30 +/- remaining of parking credits available for additional uses without PB review".
6. March 31, 2020: Letter to Megan Higgins (Presidium / owner representative) from Greg Tansley (former City Planner) "out of parking credits".
7. April 7, 2020: Letter to Megan Higgins (Presidium / owner representative) from Greg Tansley (former City Planner) – parking clarification letter "out of available parking credits".
8. March 2, 2023: Letter to Megan Higgins (Presidium owner representative) from David Galbraith, City Planner regarding multiple projects and parking.



CITY OF BIDDEFORD

PLANNING DEPARTMENT

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
207-284-9115

NOTICE OF DECISION

October 8, 2015

Scott Joslin (via e-mail)
The Mills at Pepperell, LLC
2 Main Street, Suite 17-301E
Biddeford, ME 04005

**Re: 2015.34 The Mills at Pepperell Master Plan (Site Plan) Review
2 Main Street – Tax Map 71, Lots 6, 10, 11, and 13**

Dear Scott:

At their meeting of October 7, 2015, the Biddeford Planning Board reviewed the Master Plan (Site Plan) for the Mills at Pepperell/North Dam Mill in the MSRD-3 Zone. The Mills at Pepperell, LLC and North Dam, LLC own the property and you presented the proposal to the Planning Board.

Based on the presentation and the materials submitted, the Planning Board approved a waiver of 150 parking spaces for the complex. In doing so, the complex now has 235 credits of parking available to it to continue development moving forward. As mentioned at the meeting, Building #11 which has 71 units of housing approved, as well as the 40 units of housing (formerly Mill City Housing), do not take away from that waiver.

Following the granting of the waiver, the Planning Board approved the Master Plan (as submitted) which consists of an overall parking plan, lighting/electrical plan, vehicular and pedestrian access plans, and the wayfinding plan that was submitted. The Board also approved the Findings of Fact and Conclusions of Law. The approval is based on those materials submitted and the record from the meeting(s), and is conditioned on the following:

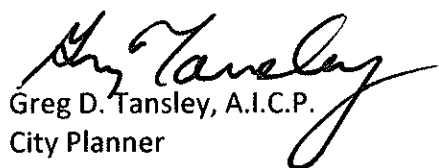
1. **Applicant shall provide one paper set and one mylar set of the approved plans for Board signature at its next available meeting.**
2. **Prior to the issuance of any future occupancy permits:**
 - a. **The Planning Department must approve of the accommodations (striping, walkways, amount, etc.) associated with the occupancy permits.**
 - b. **Applicant shall install bike racks as indicated on the plan to the satisfaction of the Planning Department.**

- c. Applicant shall disseminate Shuttlebus-ZOOM brochures/schedules to campus residents and tenants and shall ensure such brochures/schedules are continuously available in central locations within buildings around the campus.
 - d. Applicant shall develop and disseminate to residents and tenants parking maps identifying the locations of available public off-site parking lots.
 - e. For any single occupant that would demand 30 parking spaces according to the Biddeford Zoning Ordinance the applicant shall present to the Planning Department a Parking Management Plan identifying locations of available parking and how parking demands will be managed.
 - f. Applicant shall join the Biddeford Public Works Parking Ban notification list and shall disseminate information to residents and tenants about Parking Ban announcements (email and posting in central locations in the campus).
 - g. Applicant shall provide spreadsheet breakdown of all current tenants and SF occupied spaces, use of each, parking demands, and other requested per the Biddeford Zoning Ordinance.
 - h. Occupancies of Building 10 or 11 shall warrant opening up access to and from Saco Falls Way.
 - i. Applicant shall install Share the Space signs in various key locations throughout the campus to be agreed to by the Planning Department.
2. If the Planning Department and the Applicant cannot reach agreement on the above conditions the Applicant can return to the Planning Board for discussion.
 3. Applicant shall return to the Planning Board within one-year for a status review of how things are working, unless the Applicant has already returned for additional waiver requests beyond the amount of the approved waivers.
 4. Best management practices shall be adhered to during all ground disturbance operations within the site.
 5. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business, unless authority issuing said permit allows for such actions.
 6. Standard Conditions of Approval apply.

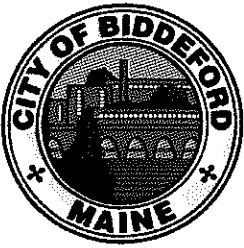
Appeals of the Planning Board's decision may be made as per the Biddeford Revised Code of Ordinances.

If you have any questions please call the Planning Department at 284-9115.

FOR THE BIDDEFORD PLANNING BOARD


 Greg D. Tansley, A.I.C.P.
 City Planner

Cc: J. Gagnon, PE, Oak Point Associates
 R. Fecteau, Code Enforcement Officer
 T. Milligan, PE, City Engineer
 File



CITY OF BIDDEFORD

PLANNING DEPARTMENT

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
207-284-9115

Standard Conditions of Approval

Owner/Applicant: The Mills at Pepperell, LLC
C/o: Scott Joslin
2 Main Street, Suite 17-301E
Biddeford, ME 04005

Project Description: Master Plan (Site Plan)

Project Location: The Mills at Pepperell and North Dam Mill Complex

Tax Map / Lot Number: Tax Map 71, Lots 6, 10, 11, and 13

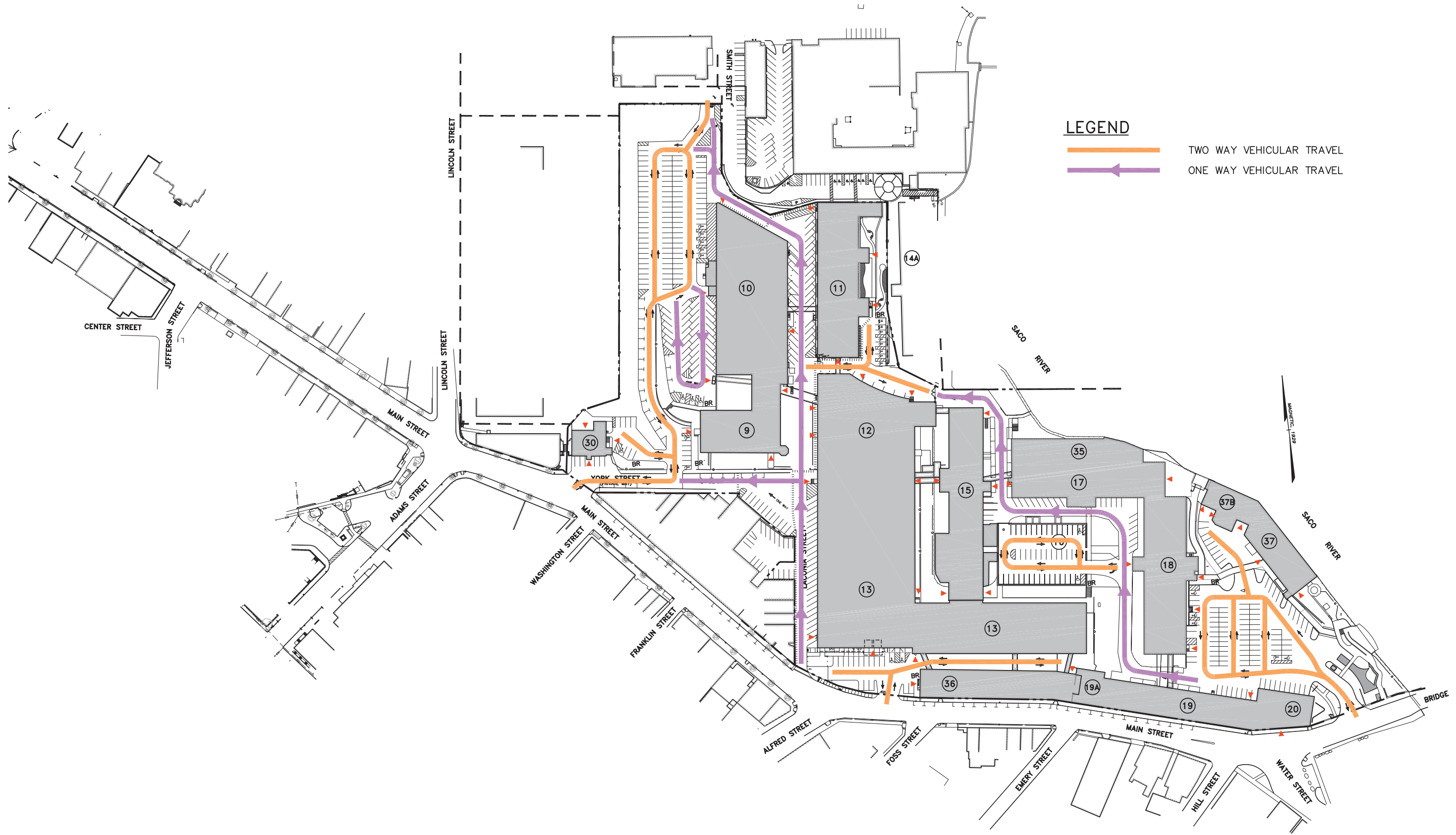
Project ID: 2015.34

1. The material provided for the proposed project has been reviewed only for general conformance to the City technical requirements. The applicant(s) and/or their technical consultant shall be responsible for the actual design details and completeness of their work. It is incumbent upon the applicant(s) to ensure that the project is in conformance and complies with all City Codes, ordinances and regulations as well as with all state regulations, including, but not limited to, space and bulk standards, performance standards, use standards and other zoning type requirements.
2. All work shall be in conformance with the approved plans and submission documents. No deviations from the approved plans are permitted without prior approval from the Planning Board for major changes, and from the City Planner and City Engineer for minor changes. The City Planner shall make the determination of major or minor.
3. If Site Development is required as part of the project, a Letter of Credit or other surety acceptable to the City of Biddeford shall be submitted prior to the issuance of permits or site work being initiated. The financial guarantee shall be established for 150% of the cost of the remaining project improvements. (Items include but are not limited to the following):
 - a. Landscaping
 - b. Paving
 - c. Work within ROW (existing or proposed),
 - d. Drainage
 - e. Loam & seed

- f. Sediment & erosion control
 - g. As-builts
 - h. Monuments
4. Prior to any ground disturbance, the applicant shall establish a construction inspection account equal to: N/A.
 5. Prior to any ground disturbance, a pre-construction meeting with the owner/applicant, contractor, and City is required. Contact the Engineering Department to schedule this meeting.
 6. Contact the Department of Public Works for driveway location permits, curb cut permits and/or street opening permits prior to the start of construction.
 7. If Site Development is required as part of the project, an as-built plan must be provided to the City of Biddeford Engineering Office at the end of the project on mylar and on a disk, in a format, which can be read by the City of Biddeford's Geographic Information System software. If a disk copy cannot be provided, a charge for staff time to enter the plan into the City system will be assessed to the applicant.
 8. The applicant shall incorporate appropriate erosion control measures into this project to reduce erosion affects from the work. All disturbed areas must be re-vegetated and/or otherwise stabilized at the appropriate stage of the work per Maine DEP standards in the Best Management Practice (BMP) manual.
 9. That the Article VI Performance Standards requirements regarding Dust, Fumes, Vapors & Gases (sect 25), Explosive Materials (sect 28), Glare (sect 37), Noise (sect 48) be followed.
 10. The applicant is required to comply with all applicable requirements of Chapter 70 (Utilities) and Chapter 71 (Utilities/Industrial Pretreatment Program).
 11. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business.
 12. If Site Development is required as part of the project, at the completion of the project the owner/applicant shall request a final inspection. This request shall be directed to the Planning Office. Performance Guarantees and remaining escrow accounts shall not be released until the Planning Office certifies that the project has been completed and is in compliance with the approval and all applicable City Ordinances.



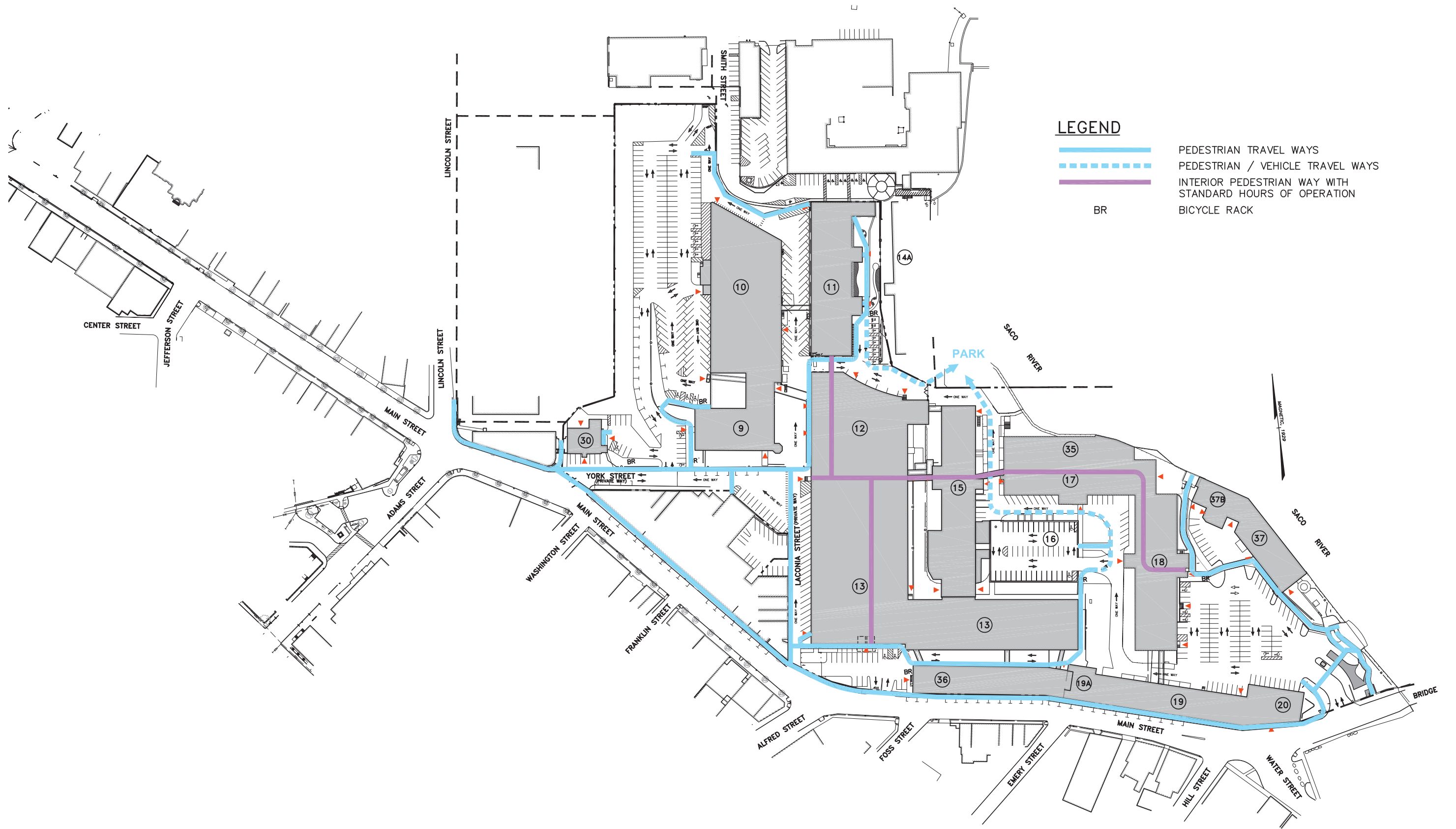
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MASTER PLAN
THE MILLS AT PEPPERELL, LLC
BIDDEFORD, ME
 August 12, 2015

VEHICULAR TRAVEL WAYS

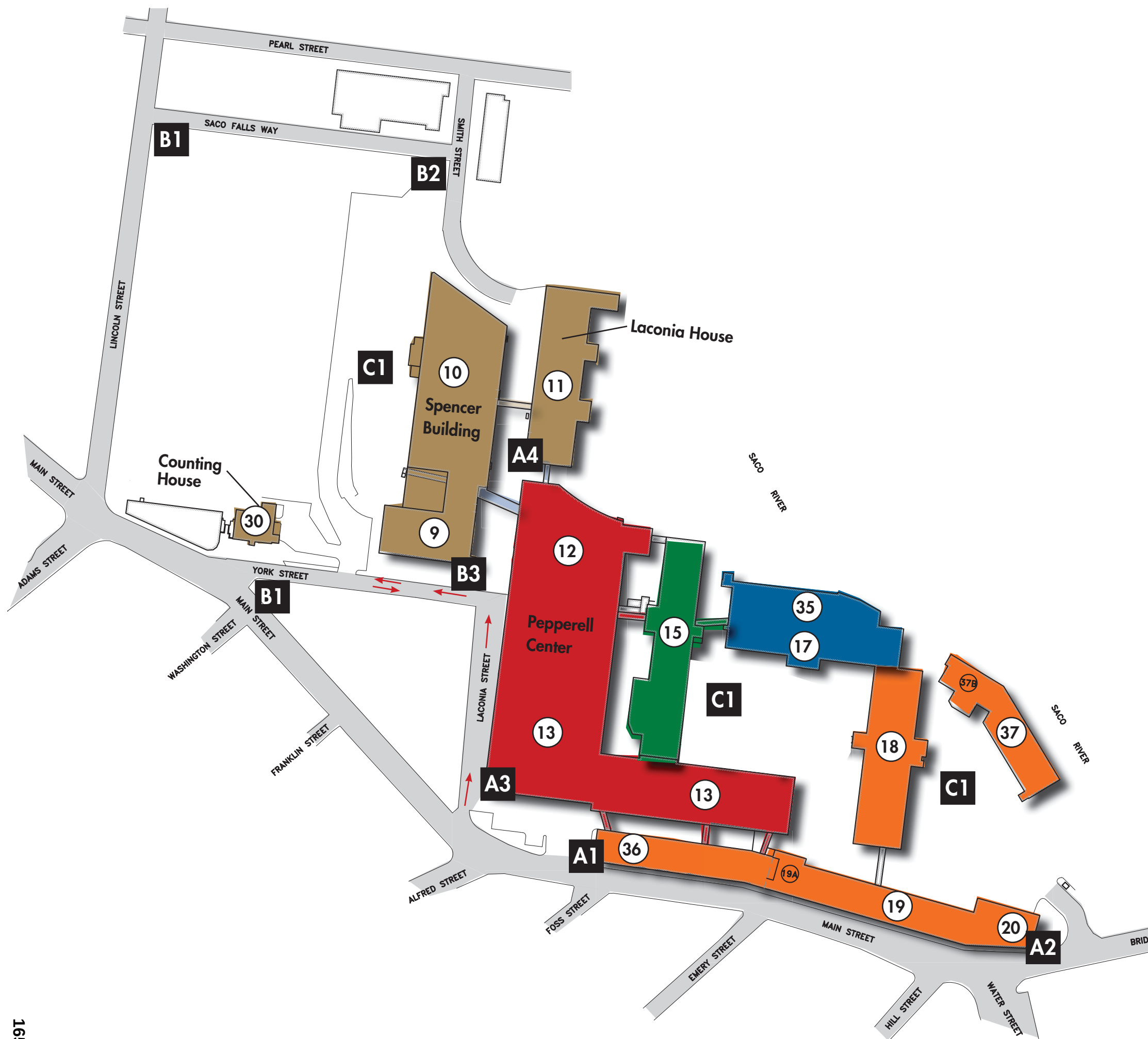




MASTER PLAN
THE MILLS AT PEPPERELL, LLC
BIDDEFORD, ME
 August 12, 2015

PEDESTRIAN TRAVEL WAYS





Pepperell Center

12

13

North Dam Mill

15

17

18

Spencer Building

9

10

Laconia House

11

Counting House

30

EXTERIOR WAYFINDING

Blade Sign

A1

A2

A3

A4

Post & Panel Sign

B1

B2

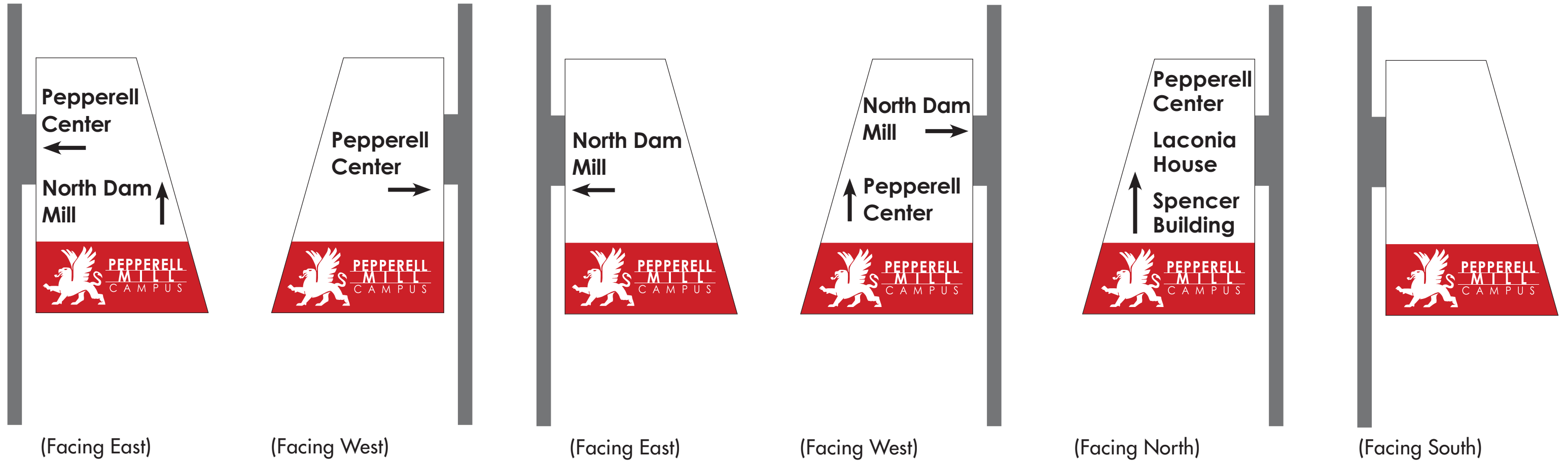
B3

Campus Map

C1

Building I.D. Sign

(located at building entrances)



A1 EXTERIOR BLADE SIGN (BLDG. 36)

A2 EXTERIOR BLADE SIGN (BLDG. 20)

A3 EXTERIOR BLADE SIGN (BLDG. 13)

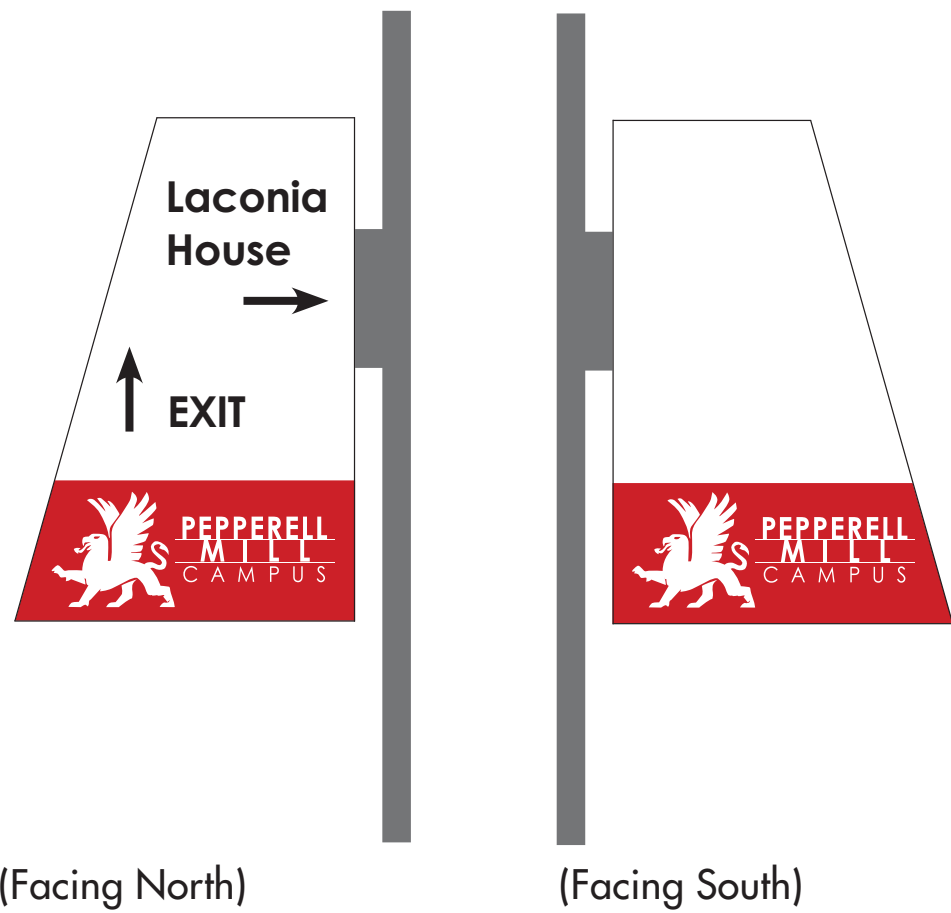
Pepperell Mill Campus Wayfinding Master Plan

Biddeford, Maine

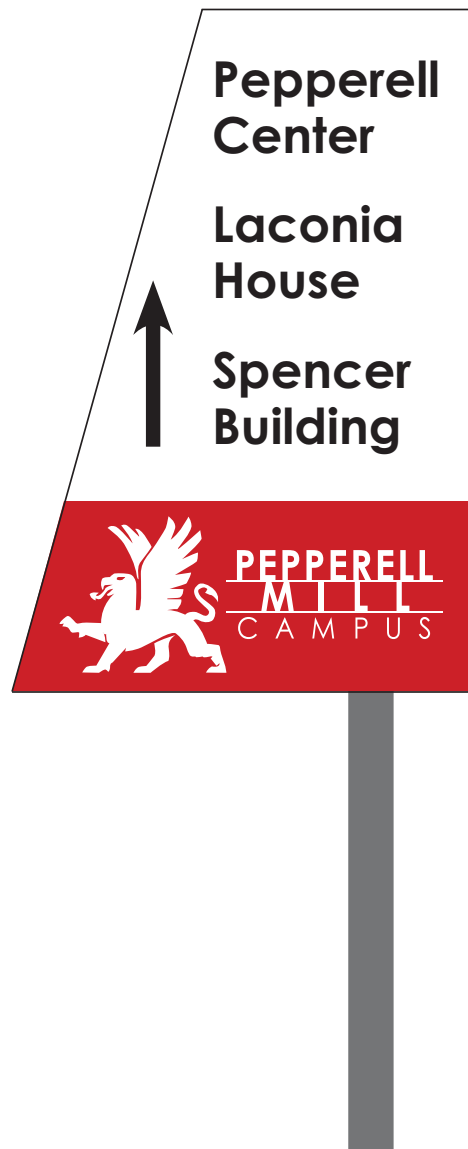


OAK POINT
ASSOCIATES

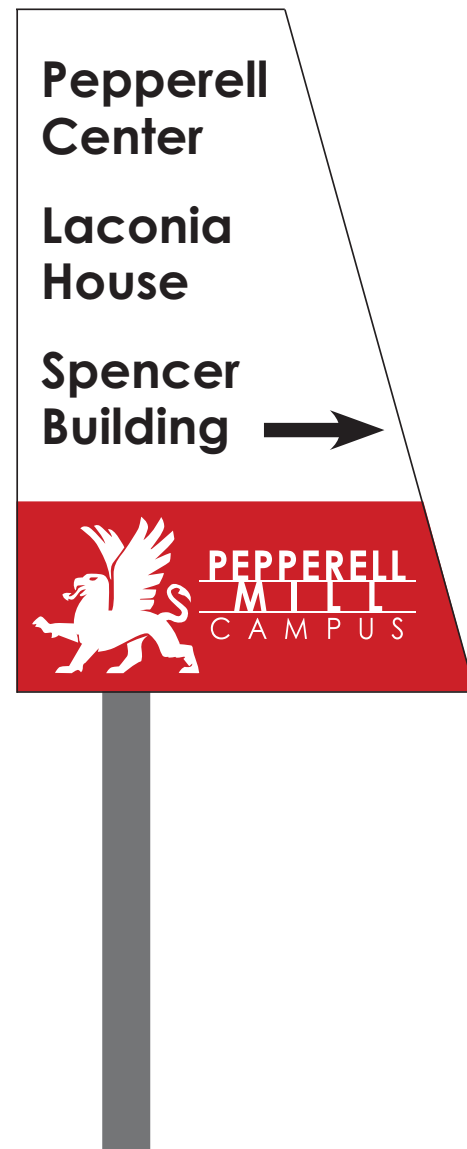
architecture
engineering
planning



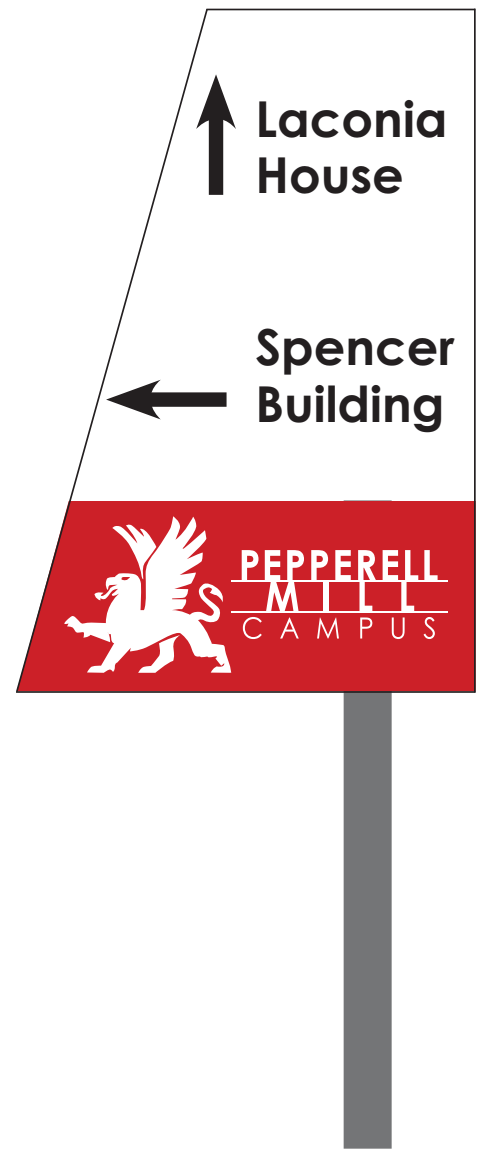
A4 EXTERIOR BLADE SIGN (BLDG. 11)



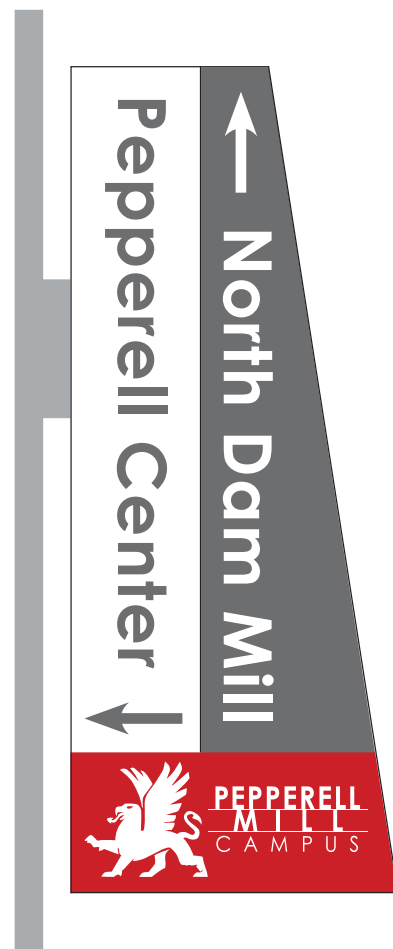
B1 POST & PANEL SIGN



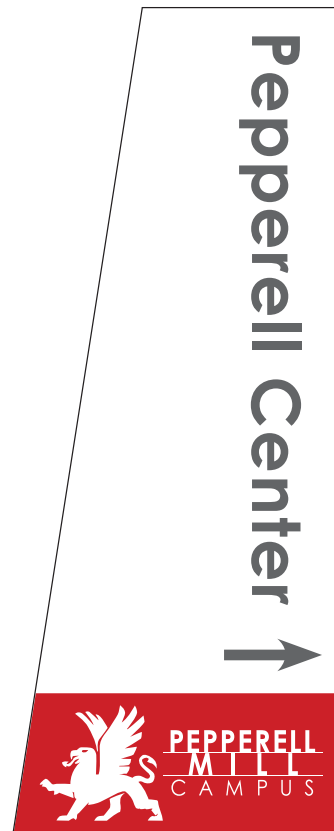
B2 POST & PANEL SIGN



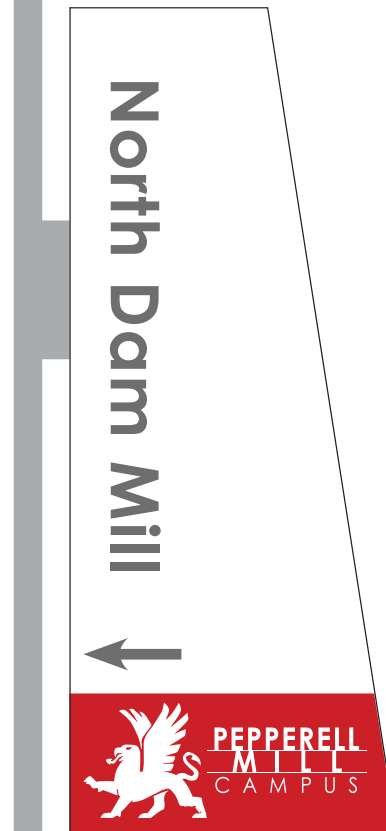
B3 POST & PANEL SIGN



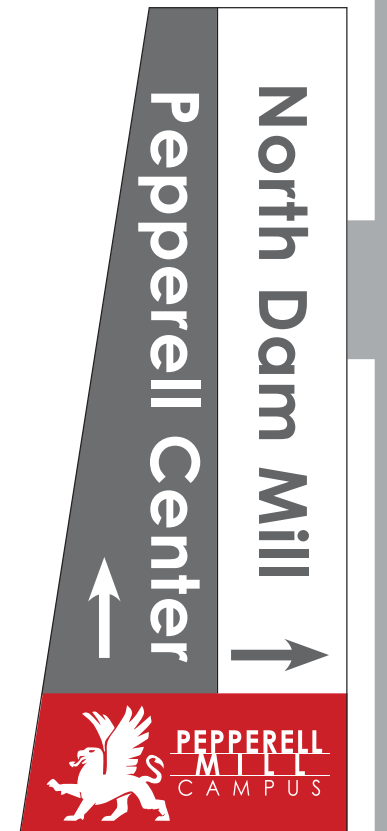
(Facing East)



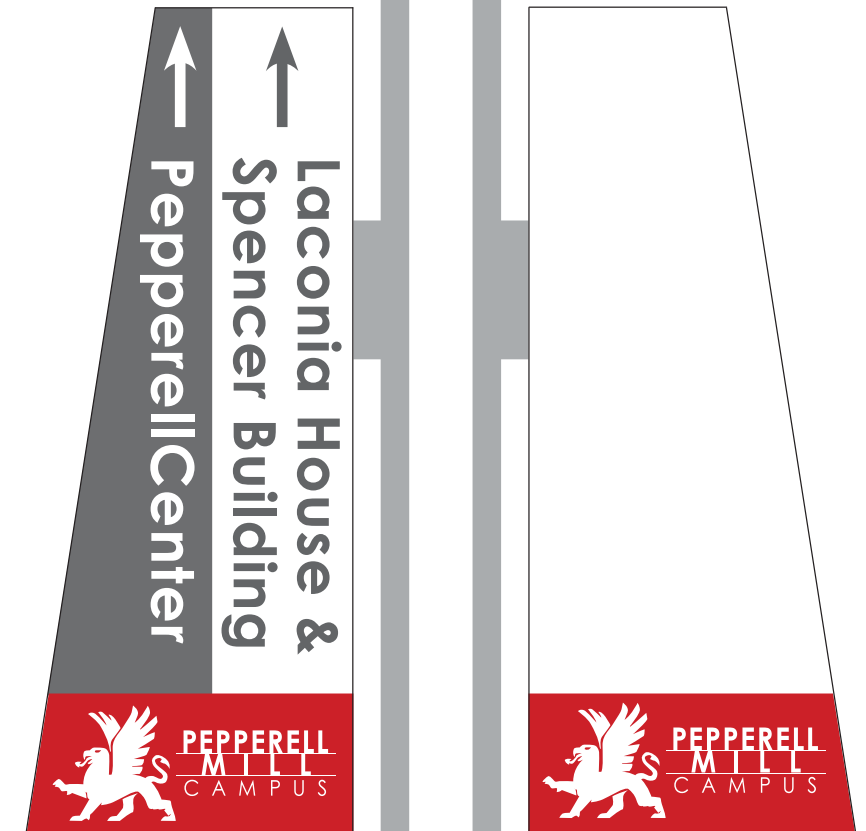
(Facing West)



(Facing East)



(Facing West)



A3 EXTERIOR BLADE SIGN (BLDG. 13)

A1 EXTERIOR BLADE SIGN (BLDG. 36)

A2 EXTERIOR BLADE SIGN (BLDG. 20)

Pepperell Mill Campus Wayfinding Master Plan

Biddeford, Maine

August 5, 2015

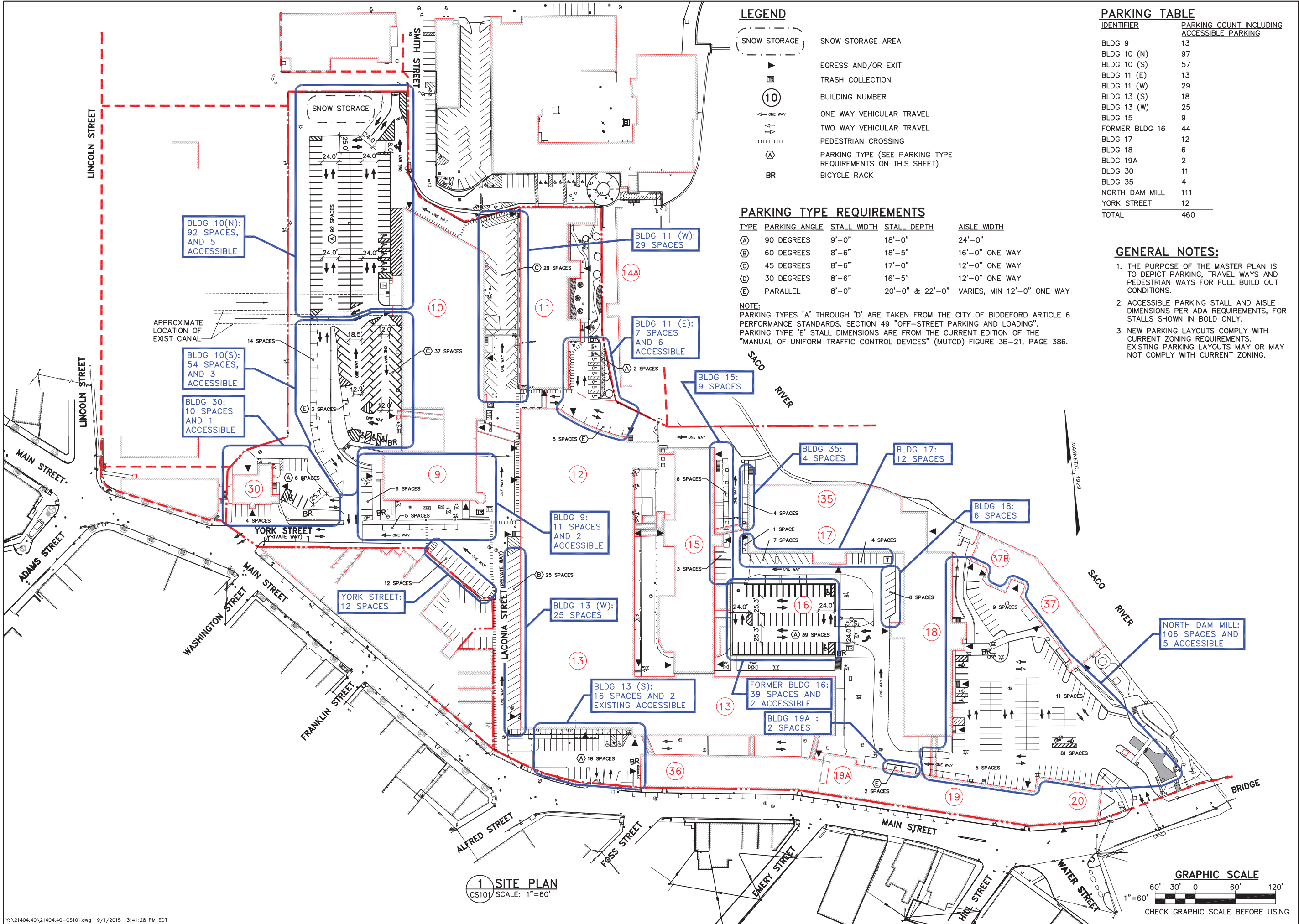


 North Dam Mill 15	 North Dam Mill 17	 North Dam Mill 18	 Boiler House 37
 Laconia House 11	 Pepperell Center 12	 Pepperell Center 13	 Spencer Building 9
 Spencer Building 10	 Counting House 30	 North Dam Mill 19	 North Dam Mill 20

Pepperell Mill Campus Wayfinding Master Plan

Biddeford, Maine

August 5, 2015



FINDINGS OF FACT AND CONCLUSIONS OF LAW

Master Plan Review

Pursuant to the partial provisions of the City of Biddeford Land Development Regulations, Articles XI (Site Plan Review), the Biddeford Planning Board has considered the application of the Mills at Pepperell for the approval of a Master Plan for the campus entailing an overall parking layout, electrical/lighting plan, vehicular and pedestrian circulation plans, and a wayfinding plan, including supportive data, public hearing testimony and related materials contained in the record. Based on the materials submitted, Public Comment, and Staff's review and recommendation, the Planning Board makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

	<i>SUBJECT</i>	<i>DATA/INFORMATION</i>
1.	Applicant:	The Mills at Pepperell, LLC 2 Main Street, Suite 17-301E Biddeford, ME 04005
2.	Owner of Property:	The Mills at Pepperell, LLC 2 Main Street, Suite 17-301E Biddeford, ME 04005
3.	Agent: Engineer/Surveyor:	Scott Joslin The Mills at Pepperell Oak Point Associates 231 Main St Biddeford, ME 04005
4.	Project Location:	2 Main Street
5.	Project Tax Map #/Lot #:	Tax Map 71, Lots 6, 10, 11, and 13
6.	Existing Zoning:	MSRD-3
7.	Overlay Zoning:	GD-1 (within 250' of the river)
8.	Existing Use:	Mixed Use/Vacant
9.	Proposed Use:	Mixed Use Campus
10.	Approvals Required:	Site Plan
11.	Uses in the Vicinity:	Commercial, Residential, Mixed Use
12.	Parcel Size:	16 acres +/-
13.	Minimum Lot Size Required: Provided:	None N/A
14.	Frontage Required: Provided:	None N/A
15.	Front Setback Required: Provided:	None N/A
16.	Side Setbacks Required: Provided:	None N/A
17.	Rear Setback Requires: Provided:	None N/A
18.	Height Requirements: Provided:	Min 2 stories or 26 feet Varies – Existing Buildings
19.	Water Supply:	Maine Water

20.	Sewerage Disposal:	City of Biddeford
21.	Solid Waste Disposal:	Private Hauler
22.	Fire Protection:	City of Biddeford
23.	Floodplain Status:	None.
24.	Wetland/Surface Water Impacts:	None
25.	Soil Study Provided:	N/A
26.	Parking Spaces Required:	Based on projected build-out, the Zoning Ordinance would require 1,212 parking spaces.
27.	Parking Spaces Provided (total): # Handicapped Spaces:	460 23
28.	Ownership of Road:	Main Street is a City Road, Laconia Street, York Street, and Saco Falls Way are Private Roads.
29.	Impervious Surface Area Existing: Proposed: Net Change:	Unknown Unknown 0 SF
30.	Estimated Site Development Costs:	Unknown
31.	Financial Capacity Letter:	TBD
32.	Waivers Needed:	627 Parking Spaces
33.	Waivers Granted:	150 Parking Spaces
34.	Variances Needed for Approval:	None.
35.	Other Permits Obtained:	None.
36.	Other Non-City Permits Required:	MDOT Traffic Movement Permit
37.	Covenants, By-laws, Restrictions Required by the Planning Board:	None.
38.	LDR Attachment A: Fess Paid:	No Fees are applicable.
39.	Planning Board Review History: Concept Site Plan Review: Final Master Plan Review:	September 2, 2015 (Posted in City Hall August 20, 2015; Journal Tribune posting August 24, 2015; Mail Notices to all abutters within 250' sent August 20, 2015 – 49 notices sent). October 7, 2015 (Posted in City Hall September 24, 2015; Journal Tribune posting September 28, 2015; Mail Notices to all abutters within 250' sent August September 28, 2015 – 49 notices sent).

Conclusions of Law:

1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;
2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;

4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties, which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal.
10. The proposed use would be in compliance with Biddeford's comprehensive plan;
11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;
15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The proposed water supply would meet the demands of the proposed project (and for fire protection purposes, if applicable.)
17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;

18. The proposed use would not have an adverse impact on scenic vistas, historic sites, archeological resources, or on significant wildlife habitat or wetland areas and water bodies, which could be avoided by reasonable modification of the proposal;
19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

Approval Granted:

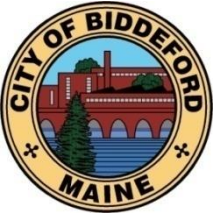
Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the Master Plan for the proposed project summarized above, located at the Mills at Pepperell Campus (including North Dam Mill) in accordance with the submitted application, supporting data, representations made, other related materials on file, and the following Conditions of Approval:

1. **Applicant shall provide one paper set and one mylar set of the approved plans for Board signature at its next available meeting.**
2. **Prior to the issuance of any future occupancy permits:**
 - a. **The Planning Department must approve of the accommodations (striping, walkways, amount, etc.) associated with the occupancy permits.**
 - b. **Applicant shall install bike racks as indicated on the plan to the satisfaction of the Planning Department.**
 - c. **Applicant shall disseminate Shuttlebus-ZOOM brochures/schedules to campus residents and tenants and shall ensure such brochures/schedules are continuously available in central locations within buildings around the campus.**
 - d. **Applicant shall develop and disseminate to residents and tenants parking maps identifying the locations of available public off-site parking lots.**
 - e. **For any single occupant that would demand 30 parking spaces according to the Biddeford Zoning Ordinance the applicant shall present to the Planning Department a Parking Management Plan identifying locations of available parking and how parking demands will be managed.**
 - f. **Applicant shall join the Biddeford Public Works Parking Ban notification list and shall disseminate information to residents and tenants about Parking Ban announcements (email and posting in central locations in the campus).**
 - g. **Applicant shall provide spreadsheet breakdown of all current tenants and SF occupied spaces, use of each, parking demands, and other requested per the Biddeford Zoning Ordinance.**
 - h. **Occupancies of Building 10 or 11 shall warrant opening up access to and from Saco Falls Way.**
 - i. **Applicant shall install Share the Space signs in various key locations throughout the campus to be agreed to by the Planning Department.**
3. **If the Planning Department and the Applicant cannot reach agreement on the above conditions the Applicant can return to the Planning Board for discussion.**
4. **Applicant shall return to the Planning Board within one-year for a status review of how things are working, unless the Applicant has already returned for additional waiver requests beyond the amount of the approved waivers.**
5. **Best management practices shall be adhered to during all ground disturbance operations within the site.**

- 5. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business, unless authority issuing said permit allows for such actions.**
- 6. Standard Conditions of Approval apply.**

Planning Board Chairperson

Date



CITY OF BIDDEFORD PLANNING DEPARTMENT

Greg D. Tansley, A.I.C.P.
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115
gtansley@biddefordmaine.org

NOTICE OF DECISION

August 4, 2016

Scott Joslin (via e-mail - scott@pepperellmillcampus.com)
Laconia House, LLC (C/O – The Mills at Pepperell)
2 Main Street, Suite 17-301-G
Biddeford, ME 04005

**Re: 2015.17 Re-approval of Site Plan Review and Shoreland Zoning Permit – Laconia House, LP –
Laconia Street (Building #11 Mills at Pepperell) – Tax Map 71, Lot 10**

Dear Scott:

At their meeting of August 3, 2016 the Biddeford Planning Board reviewed the request for re-approval of the Site Plan and Shoreland Zoning Permit to create up to 71 residential units in building #11 of the Mills at Pepperell in the MSRD-3 Zone (Tax Map 71, Lot 10). Laconia House, LP will own Building #11 that is currently owned by the Mills at Pepperell, LLC and you presented the proposal to the Planning Board.

The Planning Board granted the waiver for an additional 25 parking spaces of off-street parking. Through previous approvals, the owner has used on-site parking to meet the parking requirement, therefore with this approval it leaves 85 spaces of available off-street parking. If the formerly approved Mill City Housing project does not materialize, there would be 125 available parking spaces for the Mills at Pepperell campus.

Based on the presentation and the materials submitted, the Planning Board granted the requested waivers and (re)approved the Site Plan and Shoreland Zoning Permits and approved the findings of fact, conditioned on the following

1. **Prior to any ground disturbance or issuance of any permits:**
 - a. ~~The applicant must submit a recorded copy of the subdivision/site plan to the Planning Office. (Including all recorded easements for access from the new parcel to all public lands, Rights of Way and Public Streets.) (Provided August 12, 2015.)~~
 - b. A pre-construction meeting with the contractor needs to be held with the Engineering Office to discuss inspection requirements.
 - c. Best management practices shall be adhered to during all ground disturbance operations. All Catch Basin's in the vicinity of earthwork operations shall have silt sacks installed & maintained for the duration of the work.
 - d. A performance guarantee (in an amount acceptable to the Planning Department) in the amount of 150% of the remaining improvements shall be submitted to the Planning Department.

- e. The design of the elevator sump drainage must be reviewed and approved of by the Engineering Department.
 - ~~f. Letter of financial capacity to be provided to the Planning Office. (Provided)~~
 - g. Historic Preservation Commission meeting to discuss the project. Note: No formal approval of a Certificate of Appropriateness for exterior alterations of the building and site is required since the building is not visible from a public street.
 - h. A traffic impact fee will be required as per Maine DOT Traffic Movement Permit. Approximate fee to be \$1,082 per trip end in the peak hour. Provide trip generation calculations for 71 unit elderly housing project to the Planning Department for review and approval.
 - i. Traffic Engineer's review of the site circulation and impacts to York & Laconia Streets. *(Including review of necessary radius improvements to Laconia St for emergency access.)*
 - j. Striped Fire Lane on back side of Building #11 to be reorientated and approved per Fire Departments.
 - k. Striped pedestrian walkway system needs to be shown from the current end on Laconia all the way to the intersection of York & Laconia. Additionally, striped pedestrian walkway system needs to be shown from building #11 sidewalk to Saco Falls Way.
 - l. ADA no barrier pedestrian movement must be provided through the walkway system shown on the approved plans.
 - m. Screening of headlights towards Mill at Saco Falls property to be determined and proposal provided to the Planning Office. Proposal will require approval by the Planning Office. If the applicant and Planning Office cannot come to agreement, the proposal can return to the Planning Board for review and a final decision.
2. Prior to commencing any work in the City Right-of-Way the applicant must obtain a road-opening permit from the Public Works Department.
 3. A Stormwater Sewer Permit must be completed as well as fees paid. Any existing floor drains which are to be utilized by a unit owner/leasee must be inspected and outfall location determined. Use of floor drains must be signed off on by the Sewer department. If any roof drains are connected to the sewer system they must be disconnected as part of this approval.
 4. A sewer permit is required prior to any permit issuance. No Sewer impact fee or Pump Station upgrades were required by this project as per the Director.
 5. No trash is permitted to be placed at the curb for City pickup. Trash pickup and disposal, for all units associated with this approval or previous approvals, is the responsibility of the applicant.
 6. Standard Conditions of Approval apply.
 7. Prior to issuance of an occupancy permit:
 - a. Conditions of the Saco River Corridor Commission shall be implemented which were the installation of two stormwater treatment basins.
 - i. A Filterra system
 - ii. Sump area with filter
 - b. Conditions of Maine Water's ability serve letter- Maine Water to provide letter of compliance with their requirements.
 - i. Have Fire Flows performed on the 8" private main
 - ii. Have separate Fire & Domestic lines going into the building.
 - iii. Provide an easement to operate the Shut Off to the Fire & Domestic services.
 - c. An alarm beacon to be provided at the loading dock on Building 13 that will be tied into the alarm panel for all area buildings (including building 11) with a sign attached below it that states a message to all delivery drivers that if the beacon is lit, they must vacate the loading dock immediately as emergency vehicles will be coming down Laconia St to respond to an incident.
 - d. Provide a parabolic mirror on the West side of the access drive (In vicinity of current Laconia St gate to afford visibility to emergency vehicles if a truck is parked in the loading dock so drivers can see if pedestrians are coming into Laconia St from building 13.

- e. **The Planning Department shall conduct a compliance inspection and shall determine that all required site improvements related to the public's health, safety, and welfare have been completed, and that the City holds a Performance Guarantee sufficient to cover any remaining site improvements and/or deficiencies.**
- 8. Copies of the maintenance logs for the stormwater devices must be submitted to the City for each calendar year no later than January 15th of the following year.**
- 9. Snow storage will be done in a manner to keep accessways & walkways clear and to avoid damage to the landscaped areas.**

Please note the following comments provided to you from the Board previously:

1. Board members agreed that the removal of the white mechanical structure on top of Building #11 would be an overall aesthetic improvement for the project.
2. Board members generally expressed a desire to see the fence along the north-west accessway (egress) to Saco Falls Way be removed (replace with a more residential style railing/fence with a connection gate to the sidewalk on the other side of the fence, assuming easements are in place).

This approval is based on the information presented to the Planning Department and the Planning Board. Any changes to this information without prior approval shall void this approval. No Occupancy Permits shall issued unless all site improvements are completed according to the approved plans and above-mentioned conditions of approval, or a performance guarantee (acceptable to the Planning Department) in the amount of 150% of all acceptable outstanding items is submitted. Acceptable outstanding items shall only include those items not necessary to ensure the public's health, safety, and welfare.

The Planning Board Site Plan Review and Shoreland Zoning Permit approvals shall be valid for one (1) year from the date of said approval. If a building permit has not been issued within one (1) year, then said approval shall become automatically null and void.

The Subdivision approval previously granted is valid for an additional year to July 1, 2017. If proposed infrastructure improvements, such as roadways, sewer or and water lines, are not completed in such a manner as to serve, or service, 75 percent of the lots/units approved, approval for lots not served or serviced, by the existing in-place improvements shall be voided and no permits shall be issued for such lots/units not serviced.

Appeals of the Planning Board's decision may be made as per the Biddeford Revised Code of Ordinances.

If you have any questions please call the Planning Department at 284-9115.

Sincerely,

Greg D. Tansley, A.I.C.P.
City Planner

Cc: K. Bunker, Developers Collaborative Predevelopment, LLC (via e-mail)
R. Fecteau, Code Enforcement Officer (via e-mail)
J. Malloy, Staff Engineer (via e-mail)
File

From: Tansley, Greg
To: [Megan Higgins](#)
Cc: [Eddy, Mathew](#); [Doug Sanford](#)
Subject: Mills at Pepperell Parking Update
Date: Friday, January 31, 2020 5:07:00 PM

Dear Megan,

Thank you for meeting me earlier this week to discuss your future redevelopment plans for the Mills at Pepperell/North Dam Mill. The meeting was initiated based on interest from two separate entities wishing to occupy space within the campus and the need to evaluate the current status of parking with respect to previous approvals for the Campus.

Thank you for updating the occupancy/use inventory within the campus. I have examined the inventory with respect to current parking demands, previous "waivers" granted by the City for parking requirements, and the Master Plan approval terms. The Campus has 460 parking spaces located within it. Based on the Ordinance, the current parking demand based on your inventory plan is for 835 parking spaces. Applying a .68 shared-use factor consistent with other assessments for the mill district, the demand after factoring in shared uses is for 568 spaces. This leaves an existing demand for $835 - 568 = 267$ spaces. When accounting for waivers and past approvals including Mill City Housing and Building 11, **my conclusion is there is a net 30 parking "credits" +/- available for additional uses without the need for Planning Board review.**

With that in mind, it is my understanding that a church is interested in occupying approximately 5,300 SF of space within the campus. Currently, this organization has approximately 60-70 parishioners who meet (elsewhere) on Sundays for church service. Although the number of parishioners may grow, you had indicated that the primary use of the space would be weekends and some evenings. Based on the use and expected times of occupancy, the shared nature of parking lends itself well to a church use whose demands would be primarily off-hours from the peak parking demand on campus for other typical non-residential uses. I estimate at most, the church use would demand less than 10 spaces during a peak time when the campus is occupied. As such, based on this use, it appears to fall within the intent of the Master Plan approval which was to allow redevelopment of the campus so long as parking demands do not exceed that approved under the Master Plan.

Another prospective tenant, a 60-seat low-turnover restaurant, is interested in locating within the Mill Campus. A 60-seat restaurant, by Ordinance, would require 20 parking spaces. With 30 credits total available, and possibly 5 used by the church (discussed above) it is my determination that the prospective restaurant use can be accommodated through the existing approvals with no further action required by the Planning Board.

In sum, the church and restaurant, as presented, may move forward without additional

Planning Board review but anything further will not be permitted without additional review. If any situation changes with either of these uses, such as expected occupancy or hours of operation, we need to review the situation again to ensure continued consistency with the terms of the Master Plan approval.

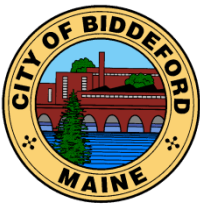
That said, however, we are more than willing to work with you as the campus evolves and other options may existing to increase supply within the campus, such as utilizing tandem parking. In other words, we think if we continue to fine-tune this assessment as things change on the campus (and in the Downtown/Mill District) we can better adapt to changing prospects/needs in the future.

Thank you again for working through this with us. If you have any questions, please contact me.

Respectfully,

Greg

Greg Tansley, AICP
City Planner
PO Box 586
Biddeford, ME 04005
207-284-9115
Greg.Tansley@Biddefordmaine.org



CITY OF BIDDEFORD

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Greg.Tansley@biddefordmaine.org

March 31, 2020

Ms. Megan Higgins (via e-mail)
Pepperell Mill Campus
Biddeford, Maine

Dear Megan,

This letter follows up on our conversations earlier this winter regarding the status of parking and traffic regarding the Mills at Pepperell (including North Dam Mill). Specifically, as the Mills at Pepperell continue to explore build-out options for its facility the owners rightly wanted to ensure that the terms of the Master Plan approval from the Planning Board in 2015 were complied with. In short, the campus is out of approved parking to allow for continued development, while at the same time the campus has reached its limits regarding traffic generation which now requires future development/redevelopment pay Impact Fees per the *Biddeford-Saco Mill District Study Mitigation and Impact Fee Study, June 2015*.

Thank you for having provided the updated occupancy/use inventory within the campus. The Campus has 460 parking spaces located within it. Based on my review of current parking demands and previous "waivers" granted by the City for parking requirements, the current parking demand based on your inventory plan is for 835 parking spaces. If a standard .68 shared-use factor (consistent with other assessments for the mill district) is applied the "real" demand is for 568 spaces. This leaves an existing demand for $835 - 568 = 267$ spaces. When accounting for waivers and past approvals including Mill City Housing and Building 11, **my conclusion was that there was a net 30 parking "credits" +/- available for additional uses without the need for Planning Board review.**

With that in mind, I advised that Saltwater Vineyard Church, who was interested in occupying 5,300 SF of space within the campus. Currently, this organization has approximately 60-70 parishioners who meet (elsewhere) on Sundays for church service. Although the number of parishioners may grow, you had indicated that the primary use of the space would be weekends and some evenings. Based on the use and expected times of occupancy for the church, I estimate that during peak occupancy within the campus this use would demand no more than 10 spaces. As such, I advised that this could happen without further approval from the Planning Board.

Another prospective tenant, a 60-seat low-turnover restaurant, is interested in locating within the Mill Campus. A 60-seat restaurant, by Ordinance, would require 20 parking spaces. With

30 credits total available, and possibly 10 used by the church (discussed above), I determined that the prospective restaurant use can be accommodated through the existing approvals with no further action required by the Planning Board.

In sum, the proposed church and restaurant, as presented, consume the remaining available parking on the campus under the Planning Board's Master Plan approval.

Regarding Traffic, it is my opinion that any further redevelopment of the campus beyond the restaurant and church discussed above now warrants that a Traffic Impact Fee be paid per the *Biddeford-Saco Mill District Study Mitigation and Impact Fee Study, June 2015*.

Moving forward, although the Campus appears to be out of available parking and traffic credits (so to speak) we would like to work with you. As the campus evolves and other options may arise to increase supply within the campus, such as utilizing tandem parking, or ways in which to mitigate traffic impacts on the transportation system may arise, we can talk with you about that. Also, if demands change due to occupancies, we can further discuss fine-tuning the assessments.

With the above in mind, we must work together on this evolving condition. Providing periodic, for example monthly, updates on occupancies to us can help monitor change as things move over time.

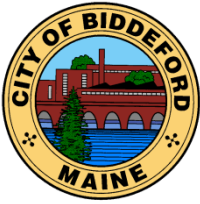
Thank you again for working through this with us. If you have any questions, please contact me at your earliest convenience.

Respectfully,



Greg Tansley, A.I.C.P.
Biddeford City Planner

Cc: D. Sanford, Owner (via e-mail)
M. Eddy, Planning and Development Director (via e-mail)
File



CITY OF BIDDEFORD

Planning and Development Department

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Greg.Tansley@biddefordmaine.org

April 7, 2020

Ms. Megan Higgins (via e-mail)
Pepperell Mill Campus
Biddeford, ME 04005

Dear Megan,

This is in addition to the previous clarification letter regarding the status of the Master Plan Approval for the Mills at Pepperell. Specifically, you were asking for clarification about four items outlined out below. Please note that one of the documents referenced below (and attached) is an “unsigned” version since I do not have access to the physical file and there was not a .pdf created of the signed document to send you.

Existing Residential Approval – Building 11:

As previously stated, this project’s parking calculations are included in the summary of parking demand and supply. In other words, they are accounted for.

See attached for the Notice of Decision(s) for Laconia House. There are many conditions of approval, including one related to traffic impact fees. Impact Fees, as such, are required for this project:

“1.h. A traffic impact fee will be required as per Maine DOT Traffic Movement Permit. Approximate fee to be \$1,082 per trip end in the peak hour. Provide trip generation calculations for 71 unit elderly housing project to the Planning Department for review and approval. “

Any shift to another building would need to be requested in writing and would be evaluated based on potential impacts and necessities warranted by the location shift. This could represent a De Minimus change but requires approval nonetheless.

That said, however, the project was last approved for a 1-Year Extension in July 2016 (see attached) which was valid for 1 year. As such, it appears this approval is no longer valid. The project would need to be re-approved and would be subject to all current ordinances,

regulations, etc., which may include reviewing the parking conditions as well as re-evaluating traffic impacts.

Existing Residential Approval – Building 19:

The parking calculations for this project are already accounted for in the summary of available parking provided to you on March 31, 2020.

There were no Traffic Impact Fees assessed to this project since it was originally approved before 2015. In August 2016 the Planning Board re-approved Mill City Housing for 44 Residential Units (see attached). This re-approval, however, was valid for 2 years. It appears this approval is no longer valid and a new approval would need to be sought out. Traffic Impact Fees may be assessed as part of any new approvals and parking conditions may be re-evaluated as part of that review.

New Developments of under 10,000 Square Feet:

According to the Ordinance, the change of use of 10,000 square feet or more of space requires a Conditional Use Permit from the Planning Board. So long as that threshold is not crossed the change of use of existing space would not warrant Planning Board Review under this criteria. Other Planning approvals may be needed depending on a given proposal. These would be evaluated on a case-by-case basis.

All proposals regardless of whether or not they are under 10,000 Square Feet, however, may be subject to parking reviews and Traffic Impact Fee Assessments.

On-going Monitoring and Evaluation:

To reiterate from my letter of March 31, 2020:

Moving forward, although the Campus appears to be out of available parking and traffic credits (so to speak) we would like to work with you. As the campus evolves and other options may arise to increase supply within the campus, such as utilizing tandem parking, or ways in which to mitigate traffic impacts on the transportation system may arise, we can talk with you about that. Also, if demands change due to occupancies, we can further discuss fine-tuning the assessments.

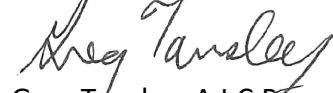
With the above in mind, we must work together on this evolving condition. Providing periodic, for example monthly, updates on occupancies to us can help monitor change as things move over time.

It is important to recognize that the parking summary provided on March 31, 2020, effectively recognizes both existing occupied and unoccupied space in much of the mills. By doing this we have best represented the current state of the mills and have provided room to work with as your campus evolves regarding how we evaluate parking and traffic impacts.

As a suggestion, it may be worth the Mills at Pepperell coming back to the Planning Board sometime this summer for an updated approval of the Master Plan. This may establish a clearer path for you for the next 3-5 years regarding redevelopment potential.

I hope this provides the clarification you were seeking. Please let me know if you have any other questions.

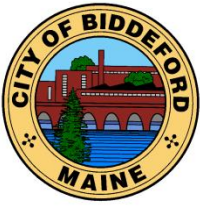
Respectfully,

A handwritten signature in black ink, appearing to read "Greg Tansley". The signature is fluid and cursive, with the first name "Greg" and last name "Tansley" clearly distinguishable.

Greg Tansley, A.I.C.P.

Biddeford City Planner

Cc: D. Sanford, Owner (via e-mail)
M. Eddy, Planning and Development Director (via e-mail)
File



CITY OF BIDDEFORD

Planning and Development Department

David C.M. Galbraith
Deputy Director/City Planner
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David.Galbraith@biddefordmaine.org

Ms. Megan Higgins
2 Main Street, Suite 17-301-E
Biddeford, Maine 04005

Via Email: mhiggins@presidiumre.com

Hi Meg, I wanted to follow-up on a couple of the projects we have been discussing:

1. Pepperell Mill Functional Subdivision: Following up from our last meeting your team was going to provide the City information as it relates to the previously approved "functional subdivision", previously approved by the City's former City Planner (Greg Tansley) and how it relates to your proposed "functional subdivision amendment" and the legality of such, which would maintain the same functional subdivision but with different ownership of groups of the buildings. Prior to Staff approving the requested amendment, the City will need to review the proposal with the City's solicitor. Your desire is to have your proposed amendment approved, at the Staff level, prior to the April 1, 2023 tax assessment being finalized. To date, the City has not yet received any information from your team related to the legality this matter. We will do our best to accommodate your request, but the City will need adequate time to review / evaluate the documents.
2. Building # 36 – Self Storage Facility: On February 1, 2023 City Staff held a meeting which included yourself and representatives of True Storage who is seeking to occupy the currently vacant Building #36. Building 36 is a 107,496 square foot structure (8 stories @ 13,437 square feet per floor) which True Storage is seeking to convert into 827 storage units. The proposed conversion discussions included the following items:
 - A. Construction of storage units within all levels of Building #36.
 - B. Construction of common facilities such as bathrooms, office and vertical transportation within Building 36.
 - C. Potential addition of egress doors on the north (ally side) of the building.
 - D. Removal of the fire escape on the west side of the building to allow for loading and unloading.
 - E. Incorporation of a loading door on the west side of the building and replacement of the entry door.
 - F. New sewer and water services to the building, and upgrading the electrical service. From our preliminary discussions, it would appear that the desired utility connections are located on the far side (south) of Main Street, which I believe is currently under moratorium. Connecting to these services, and the repair and reconstruction of Main Street (if required) should be discussed with the City's Public Works and Engineering Departments.

The proposed use would require Planning Board review and approval of the project. The City's Zoning Ordinance would classify this use as "warehouse and storage" facility which requires 1 parking space for every 2,000 square feet of warehouse space, therefore the required parking for the 107,496 square foot warehouse building will require 54 parking stalls, including handicapped parking stalls. If any portion of the required parking is not being provided a parking waiver will need to be requested and granted by the Planning Board.

Pepperill Mill – Proposed Uses and Parking Master Plan
February 23, 2023

3. Building #30: - ATX Advisory: The City has been contacted by representatives of ATX Advisory, a management and technology consulting firm, who informed us that they have signed a P&S agreement on Building #30. ATX is currently headquartered at 118 Alfred Street but their firm has outgrown their existing space as their staff has grown from 9 full time employees (FTE) in 2019 to approximately 30 FTE currently. ATX has inquired about the installation of a gated parking lot would be allowed to prevent people parking in “their spaces”. This raises concerns for City Staff as each owner / tenant seems to desire / require designated parking spaces which defeats the point of a shared parking agreement. If any portion of the required parking is not being provided a parking waiver will need to be requested and granted by the Planning Board.
4. Building # 15 and # 17 – Density Swap: City Staff received a letter from your office requesting the City’s Staff Review Committee review and approve your proposed plans as outlined below:

“Create 9 additional residential units in Building 15. The proposed conversion consists of the development of 6,880 SF of building 15, floor 1 of the Pepperell Mill at 2 Main Street, Biddeford. The existing space is part of a former mill building that is currently vacant unfinished space. In 2009 Building 17 received approval to construct 40 residential units. The actual number of residential units constructed in Building 17 is 30. Building 17 is adjacent and connected to building 15. The development site is located within the City’s MSRD-3 Zoning District and the proposed residential use complies with the permitted uses within the zone. The applicant is proposing to renovate the existing area with no additions to the footprint. The interior building space will be renovated for the proposed apartments. The 2 Main Street Parking Lots consist of 7 areas totaling 212 parking spaces shown in the attached map. The requirement for the existing 154 multifamily units is satisfied by approx. 104 parking spaces from waivers received”.

Due to the uniqueness of your request, particularly as parking waivers have been requested / obtained by the Planning Board in the past. As such, I will need to run the proposal through the Board, even if only to confirm that they are agreeable to Staff granting the density transfer.

5. Building # 13W (32-40 Main Street) - Event Center Proposal: The proposal consists of the conversion of the second floor of the building (25,000 square feet) into an “Event Center”. The application you sent regarding the proposed “Event Venue” within the building is incomplete as it didn’t include any specifics related to the activities proposed for the space. Your application cover letter stated that the event venue has “historically been used by various community events to host Parties, Markets, etc.” I would agree that the space has been allowed to be used temporarily for one day events, but no Use approval or permanent Certificate of Occupancy has ever been granted for the use or the specific space within the building. Establishing a permanent Event Center, with a desired occupancy of 500 people at the location, requires Planning Board approval for the Use, in addition to review and approve any proposed parking waiver. Your letter stated that 333.33 parking spaces would be required for the use, and the proposal further “requested the total required parking spaces be waived”.

As previously explained, City Staff does not have the authority to grant parking waivers as they may only be granted by the Planning Board. The Pepperell Mill Campus is unique due to its total square footage, existing structures, location, remaining vacant space and the amount of on-site parking provided. I understand your desire to occupy such a large space on the campus for the event center use, however I believe the Board granting a large blanket waiver for parking will be a challenging “sell” to the Board. I would recommend that any formal application include justifications for the waiver and solutions related to large events (valet, shuttle services, remote parking, etc.). When the formal application is submitted I would highly recommend including a detailed narrative outlining the use of the space such as types of events, services offered (food / beverage service, valet parking, live entertainment etc.), deliveries, waste

Pepperill Mill – Proposed Uses and Parking Master Plan
February 23, 2023

handling, etc. It should be noted that the submitted sketch floor plan does not provide adequate restroom facilities.

6. Building # 13-2 - Warehouse Proposal: According to the submitted occupancy document you provided, Building 13-2 (160,000 square feet) has 12,000 square feet of currently vacant space and you mentioned a prospective warehouse tenant was seeking approximately 7,000 SF of vacant space.

Like you, the City wants the entire Mill at full occupancy but I think we (collectively) should look at the campus parking and work towards a mutually acceptable solution so the Board isn't repeatedly asked to grant waivers for each new occupied space. City Staff has discussions with some of the potential clients / future building owners who have mentioned that the lot sales / leases will require specific parking to be specifically "set aside / reserved" for their particular uses, which somewhat defeats the purpose of a shared parking master plan under the control of the Pepperill Mill Association. I think that workshopping the Pepperell Mill parking with your team, the Planning Board and City Staff would help the Board better understand the complexity of the Mill and related parking / circulation issues in addition to seeking solutions to the issue before parking / site circulation becomes a critical problem. Staff is increasingly uncomfortable with allowing uses to locate within the building and supporting additional parking waivers until a long term master parking plan is developed / adopted.

I would welcome the opportunity for us to develop a parking master plan that will satisfy your needs, your clients' needs while providing the City short and long term solutions to the needs of the Pepperill Mill. As such, I would like to schedule a meeting between your team and key City staff to discuss the above.

Sincerely,

David C.M. Galbraith
Deputy Director/City Planner



City Of Biddeford Planning Department
Mr. David Galbraith
205 Main Street
Biddeford, ME 04005

Subject: Pepperell Mill Parking Management Planning Board Workshop – Mixed Use Site. Pepperell Mill Progression, LLC and Pepperell Mill Development, LLC

Addresses: 2 Main Street, 6 Main Street, 16 Main Street, 22 Main Street, 32 Main Street, 40 Main Street, 1 York Street, 15 York Street, 10 WestPoint Lane, 44 Laconia Street, 50 Laconia Street

Assessor's Tax Map: 71; Lots: 10-1, 6-2, 10-2, 10-4, 10-5, 10-6, 11-1, 11-2, 11-3, 12-2, 10-7, 12-3, 10-3, 6-1, 6, 10, 11, 12

Dear Mr. Galbraith,

On behalf of Pepperell Mill Progression, LLC and Pepperell Mill Development, LLC, please find attached the following materials to provide the requested information regarding current occupancy and future demand at Pepperell Mill as they relate to parking:

1. Memorandum of Pepperell Mill Parking Assessment from Alton Palmer, PE of Gorrill Palmer
2. Pepperell Mill Parking Management Plan, Revised May 2023
3. Current Existing Uses, Occupancy, Square Feet, and Parking Requirements
4. Future Demand
5. Prior Parking Waivers and Approvals Detail

We look forward to discussing the materials submitted here at the May 10, 2023, Planning Board Meeting. Please let us know if you have any questions.

Sincerely,
Megan Higgins

MEMORANDUM

To: Chris Rhoades, Pepperell Mill Development, LLC & Pepperell Mill Progression

From: Alton Palmer, PE

Date: May 3, 2023

Project: Pepperell Mill Parking Assessment

Subject: Tax Map 71; Lots: 10-1, 6-2, 10-2, 10-4, 10-5, 10-6, 11-1, 11-2, 11-3, 12-2, 10-7, 12-3, 10-3, 6-1, 6, 10, 11, 12

INTRODUCTION

In support of the continuing redevelopment of the Pepperell Mill Complex, as well as the proposed sale of Building's 30 and 36, **Gorrill-Palmer (GP)** has completed an assessment of the current parking at the Campus.

Building 30 is currently listed for sale, including the structure and the rights to 11 parking spaces for undetermined use, but likely retail/office use.

Building 36 is currently under a Purchase & Sales Agreement for the structure and rights to 5 parking spaces and is proposed for redevelopment as a self-storage facility. Due to the eccentric characteristics of the structure, including the unique windows along Main Street, redevelopment as a climate-controlled self-storage facility has been selected as the highest and best use for this prominent building.

Building 11, previously approved by the City for redevelopment as multi-family housing, is currently under a Purchase & Sales Agreement for the structure and rights to 6 permanent parking spaces and 3 15-minute parking spaces.

As a founder of Gorrill Palmer, and a licensed professional engineer in the State of Maine with over 38 years of experience, I have significant experience regarding land development specifically within the City of Biddeford, including the original Walmart, Irving Oil, former Shaw's Supermarket, New Life Christian Fellowship, Home Depot, Kohl's, Shops at Biddeford Crossing (a 500,000-sf development including Target and Market Basket) and the York Judicial Center. This development exceeds 1,000,000 sf in total with over 4,000 parking spaces.

PEPPERELL MILL CAMPUS BACKGROUND

A summary of the structures and parking for the Campus is provided below:

- | | |
|----------------------------------|---|
| ➤ Number of Structures | 16 |
| ➤ Total Area of Structures | Approximately 905,000 |
| ➤ Total Number of Parking Spaces | 502 |
| ➤ Overall Parking Ratio | Approximately 0.55 spaces / 1,000 sf total area |
| ➤ Current Occupied Structures | Approximately 399,000 sf |
| ➤ Percent Occupancy | Approximately 44% |
| ➤ Occupied Parking Ratio | Approximately 1.26 spaces / 1,000 sf total area |



As the available parking supply (based on current occupancy as well as total building area) are less than 2 parking spaces per 1,000 sf of structure, an assessment was conducted to determine the theoretical parking demand as outlined below.

THEORETICAL PARKING DEMAND

METHODOLOGY

To conduct this parking assessment, peak parking demand for the site's existing land uses was calculated in two ways:

1. Using the ordinance requirements outlined in the Biddeford City Ordinance Section 6-49(B).
2. Using the peak rates outlined in the Institute of Transportation Engineer's (ITE's) Parking Generation Manual, 5th Edition, published January 2019.

This evaluation completed a parking demand for each building in the complex individually, then the results were summed to yield the total parking demand for the complex. In other words, if multiple retail establishments exist within the same building, the square footage for each of the establishments was combined to yield a total "retail square footage" – this total square footage value was then used to calculate the parking demand for the retail portion of the building. The alternatives to this approach would have been to analyze each establishment individually or to analyze the complex as a whole. These two approaches were not used because they would have resulted in parking demands that were slightly too high or too low due to rounding.

Both the ordinance and ITE methodologies involve a similar approach – using specified parking demand rates compared to building square footage occupied by a particular "use".

However, while the Biddeford Ordinance presents parking demand rates for "activities" (compared to "land uses" in ITE), ITE's Parking Generation Manual presents multiple rates for the same land use code – each applicable to a certain time of year or a specific day of the week. For example, retail establishments may see more traffic around the holiday season while a brewery with outdoor seating and live music would be busier in the summertime. In an effort to simplify the results and make them more comparable, the maximum rate was selected for each land use code, regardless of what time of year or day of the week.

A challenge to compare the two methodologies is that the "activities" provided in Table 6-49B in the Biddeford Ordinance do not compare well with the land use codes provided in the ITE Parking Generation Manual. An additional challenge for this evaluation was fitting the businesses within the Pepperell Mill complex into one of the given "activity" or "land use" categories in the ordinance or ITE respectively, and some generalizations were required. For example, the Biddeford ordinance provides an "activity" category for an art studio, but the ITE Parking Generation Manual does not provide a similar land use code to match. Also, ITE provides several different categories for restaurants depending on the anticipated length of stay, but the Biddeford ordinance puts all restaurants under the same category. Types of retail establishments were also a challenge to categorize as the Biddeford ordinance lumps them together as a general "retail business" but ITE attempts to further divide the categories depending on what is being sold. The "Variety Store" land use was used as a "catch-all" for the retail establishments present and proposed within the mill complex.



CURRENT THEORETICAL PARKING DEMAND

Using building and tenant information provided in the “Rent Roll” and “Existing Conditions” spreadsheets provided by the Client, the ordinance and ITE rates were used to calculate an unadjusted parking demand.

These values were then adjusted for “internal capture” within the complex. An example of this would be someone who lives in a residential unit in the complex walking to another location within the complex to get food, go to a store, or work. As this theoretical person would not use a vehicle for this trip, their trip does not need to be counted toward additional parking demand. For the purposes of this evaluation, 12% of the trips to the complex were considered “internal capture”.

Time of day adjustments were applied to the parking demand for each land use within each building in the complex. Time of day adjustments were provided by the ITE Parking Generation Manual and were applied to represent hourly fluctuations in parking demand throughout the day. The values were then further adjusted to account for “other modes of transportation” and recognizing that not everyone making trips to the site from elsewhere will be arriving by car. Based on the data presented in “2014-2018 American Community Survey 5-Year Estimates” *American Fact Finder: US Census Bureau, Means of Transportation to Work by Selected Characteristics for Workplace Geography*, 88% of people in Maine commute by a car in their possession. The remaining 12% either walk, bike, take public transportation, or work from home. To be conservative, 90% was used instead of 88%.

After these adjustments were applied, the calculations yielded the following results for the parking demand for the complex in its current condition.

Table 1 - Parking Demand – Current Conditions

Adjusted Parking Demand Based on Biddeford Ordinance:	944 Spaces
Adjusted Parking Demand Based on ITE Parking Generation:	998 Spaces

As shown in the above table, although the two methodologies were different in many ways and numerous assumptions needed to be made throughout the evaluation, the two results are relatively similar.

It is important to acknowledge the limitations of this evaluation. An example of this within the complex is building 13W. Banded Brewing is classified as a restaurant under both the ordinance and ITE, meaning it has a parking generation rate of 9.93 spaces per 1000 SF per ITE and 1 space per 3 seats per Biddeford Ordinance. The client confirmed approximately 75 seats are available within the establishment, yielding 25 parking spaces required per ordinance but 233 spaces required per ITE based on the 23,400 SF of space occupied by Banded Brewing. We anticipate that a significant portion of this 23,400 SF is used for production and not for restaurant and bar space use, which ITE does not consider. The actual parking demand from Banded Brewing is likely somewhere between the ordinance and ITE values.

In addition to the example noted above, the Biddeford zoning ordinance requires 2 parking spaces per residential unit regardless of the size of the unit, number of bedrooms, or proximity to other modes of transportation (transit).

The current condition parking demand is significantly higher than the available supply, which would typically indicate that users of the Campus are forced to park outside of the Campus on a regular basis. Having worked in the City of Biddeford since 1992, driving through the Campus on a regular basis and observing parking in the downtown throughout that period the “theoretic parking demand” does not appear applicable



to how the Campus and its occupants operate. Therefore, an actual parking demand evaluation (parking counts) were conducted to observe parking demand throughout the day.

ACTUAL PARKING DEMAND

Gorrill Palmer worked with Pepperell Mill for the collection of actual parking demand (and available excess supply) for two “typical days” during the month of April 2023.

A summary of the methodology for the data collection is presented below:

- Weekday count – conducted on Wednesday, April 19th
- Weekend count – conducted on Saturday, April 22nd
- Count Protocol – Each parking pod was observed once per hour, noting the number of unoccupied (available) parking spaces. The pods correspond to the areas shown on the Pepperell Mill Parking Management Plan.
- Count Duration – Once per hour starting at 6:00 am and ending at 9:00 pm

The data is presented below:

TIME	TOTAL AVAILABLE SPACES - WEDNESDAY, APRIL 19th								
	POD						BLDG	Campus Total	
	A	B	C	D	E	F	30	Number	% Open
6:00 AM	24	11	0	38	155	18	10	256	51%
7:00 AM	29	15	0	38	139	14	11	246	49%
8:00 AM	32	24	0	28	121	14	4	223	44%
9:00 AM	36	25	0	12	86	6	4	169	34%
10:00 AM	26	33	0	6	91	5	1	162	32%
11:00 AM	18	30	0	9	112	3	4	176	35%
12:00 PM	25	26	0	12	92	4	4	163	32%
1:00 PM	34	33	0	14	114	2	6	203	40%
2:00 PM	35	33	0	16	117	3	4	208	41%
3:00 PM	39	30	0	29	124	8	6	236	47%
4:00 PM	40	32	0	30	146	4	8	260	52%
5:00 PM	51	41	0	39	147	2	8	288	57%
6:00 PM	50	38	0	37	132	5	8	270	54%
7:00 PM	32	23	0	21	101	0	8	185	37%
8:00 PM	20	15	0	46	146	2	9	238	47%
9:00 PM	38	13	0	46	147	5	9	258	51%



TIME	TOTAL OPEN SPACES - SATURDAY, APRIL 22nd								
	POD						BLDG	Campus Total	
	A	B	C	D	E	F	30	Number	% Open
6:00 AM	20	9	0	39	95	13	10	186	37%
7:00 AM	16	10	0	41	115	1	11	194	39%
8:00 AM	25	15	0	42	121	11	10	224	45%
9:00 AM	31	20	0	44	125	8	10	238	47%
10:00 AM	34	30	0	41	109	5	11	230	46%
11:00 AM	31	43	0	46	109	6	10	245	49%
12:00 PM	37	38	0	36	134	2	10	257	51%
1:00 PM	42	41	0	35	118	3	10	249	50%
2:00 PM	40	39	0	37	131	3	10	260	52%
3:00 PM	38	39	0	32	136	2	11	258	51%
4:00 PM	35	42	0	33	138	1	8	257	51%
5:00 PM	32	44	0	37	112	2	10	237	47%
6:00 PM	36	41	0	34	130	5	9	255	51%
7:00 PM	22	34	0	41	131	2	11	241	48%
8:00 PM	21	29	0	32	128	2	9	221	44%
9:00 PM	18	24	0	37	127	2	10	218	43%

As can be seen in reviewing this data, the peak parking demand occurs between 10:00 am and 1:00 pm on the weekday, with approximately 32% of the existing parking supply being un-occupied, or available (162 spaces). This results in an actual parking demand during this peak period of only 68% of the available supply.

The actual peak parking demand, based on this study, confirms the anecdotal evidence that adequate supply exists on the Campus today, and that theoretical parking evaluations do not appear to be indicative of how this Campus operates.

In addition to the detailed parking demand evaluations noted above, I conducted a separate site visit on Friday, April 21st at 2:00 pm to observe the parking situation. Friday April 21st was a sunny day, with apparent normal operating conditions at the Campus. My observations regarding the overall parking demand, and therefore available supply during this time was consistent with the counts done otherwise during this week. I would also note, that only 3 parking spaces along the site side of Main Street were occupied during this time period. The sparse use of the Main Street on-street parking spaces supports the conclusion that adequate onsite parking is available within the Campus, as the first location that would be expected to experience spillover parking from the site would be the Main Street on-street parking spaces.



CONCLUSIONS

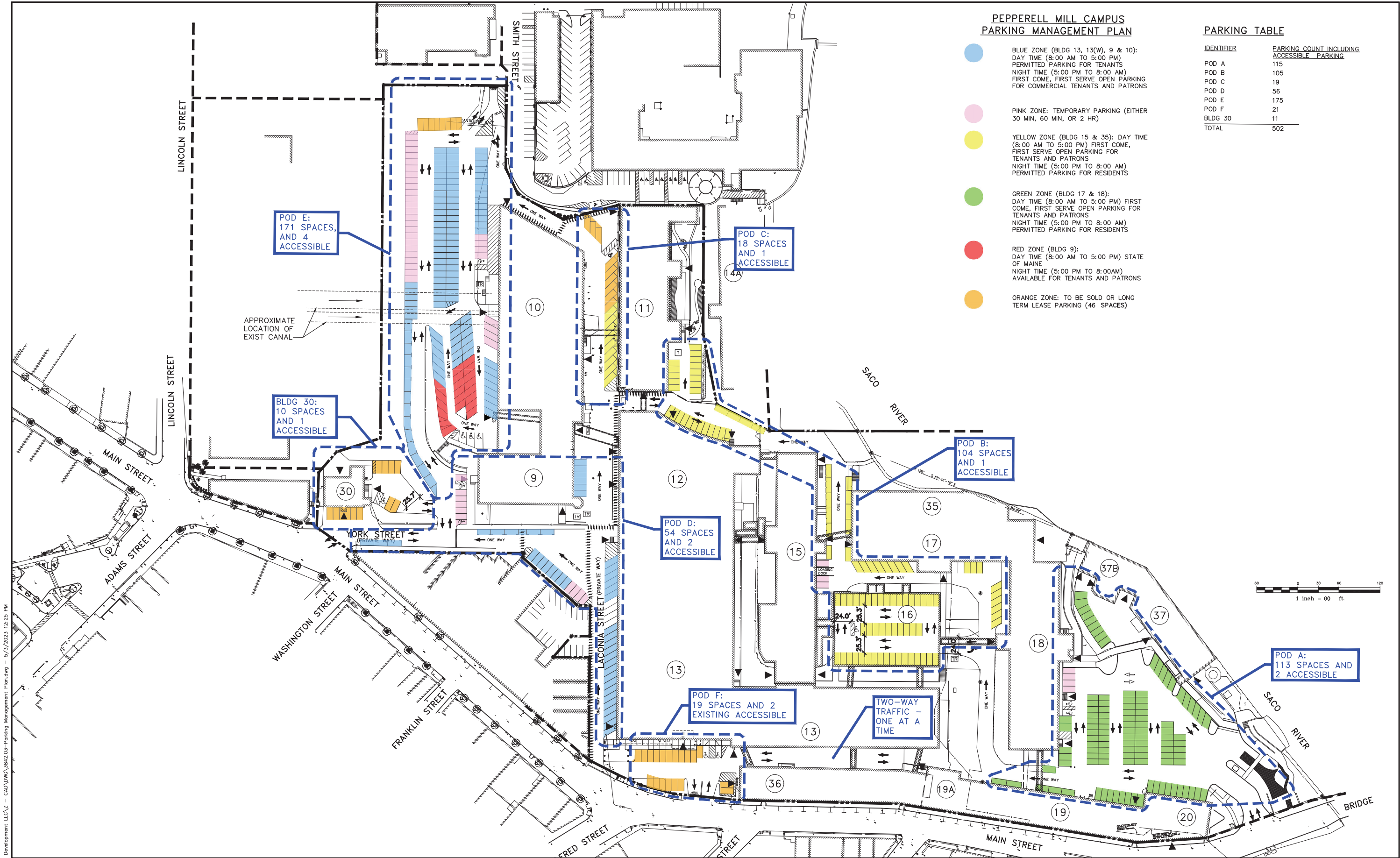
Based on the unique nature and type of uses within the Pepperell Mill Campus, there appears to be sufficient spaces on-site to accommodate the normal operating conditions at this time.

Based on our years of Land Development experience, and in particular within the City of Biddeford, it appears that the potential sale of Bldg 30 (assumed office or retail use) and Bldg 36 (assumed self-storage facility) and Bldg 11 (multifamily housing) can easily be accommodated with no significant impact to parking demand and supply.

We would recommend that Pepperell Mill Development, LLC proactively monitor parking demand going forward to be able to forecast when “peak parking demand” would be exceeded as the Campus builds out. During the peak hour of parking demand, a person who shows up looking for a parking space is not driving around the complex looking for the last available space. This is common practice in evaluating parking supply and demand and is called “practical capacity”. This “practical capacity” would be at such a time that peak parking demand consistently occurs at 85% to 90% of the available supply (i.e. less than 10% to 15% available supply remaining).

To proactively plan, we would recommend that Pepperell Mill Development LLC conduct parking counts annually (nominally the 3rd week of April) so that longer term available parking supply can be monitored.

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PEPPERELL MILL CAMPUS
PARKING MANAGEMENT PLAN

- BLUE ZONE (BLDG 13, 13(W), 9 & 10):
DAY TIME (8:00 AM TO 5:00 PM) PERMITTED PARKING FOR TENANTS
NIGHT TIME (5:00 PM TO 8:00 AM) FIRST COME, FIRST SERVE OPEN PARKING FOR COMMERCIAL TENANTS AND PATRONS
- PINK ZONE: TEMPORARY PARKING (EITHER 30 MIN, 60 MIN, OR 2 HR)
- YELLOW ZONE (BLDG 15 & 35): DAY TIME (8:00 AM TO 5:00 PM) FIRST COME, FIRST SERVE OPEN PARKING FOR TENANTS AND PATRONS
NIGHT TIME (5:00 PM TO 8:00 AM) PERMITTED PARKING FOR RESIDENTS
- GREEN ZONE (BLDG 17 & 18):
DAY TIME (8:00 AM TO 5:00 PM) FIRST COME, FIRST SERVE OPEN PARKING FOR TENANTS AND PATRONS
NIGHT TIME (5:00 PM TO 8:00 AM) PERMITTED PARKING FOR RESIDENTS
- RED ZONE (BLDG 9):
DAY TIME (8:00 AM TO 5:00 PM) STATE OF MAINE
NIGHT TIME (5:00 PM TO 8:00AM) AVAILABLE FOR TENANTS AND PATRONS
- ORANGE ZONE: TO BE SOLD OR LONG TERM LEASE PARKING (46 SPACES)

PARKING TABLE

IDENTIFIER	PARKING COUNT INCLUDING ACCESSIBLE PARKING
POD A	115
POD B	105
POD C	19
POD D	56
POD E	175
POD F	21
BLDG 30	11
TOTAL	502

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Rev.	Date	Revision

Issued For	Date	By

Design: MVR Draft: - Date: MAY 2023
Checked: AMP Scale: 1"=60' Job No.:
File Name: 3842.03-Parking Management Plan.dwg
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.



Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515
300 Southborough Drive -Suite 200
South Portland, ME 04106

Drawing Name:	Parking Management Plan
Project:	Pepperell Mill Laconia Street, Biddeford, Maine
Client:	Pepperell Mill Progression, LLC AND Pepperell Mill Development, LLC 2 Main Street, Ste. 17-301E, Biddeford, ME 04005

Drawing No.
1
7

EXISTING USES, OCCUPANCY, SQUARE FEET, & PARKING REQUIREMENTS:

COMMERCIAL TENANT DETAIL, COMMERCIAL OCCUPANCY SUMMARY, PARKING REQUIREMENT SUMMARY COMMERCIAL & RESIDENTIAL, AND FUTURE DEMAND PARKING REQUIREMENTS

May 2023

EXISTING COMMERCIAL UNIT DETAILS

Bldg-Unit	SQFT	Commercial use	Tenant	Parking Requirement	Lease Start	Lease End
Building 09-9-101	6,730.00	Office	Department of Corrections		3/1/2012	4/30/2032
Building 09-9-102	600.00	Office	-- Vacant --			
Building 09-9-102a	500.00	Storage	Ocean's Balance		5/1/2018	4/30/2023
Building 09-9-102b	400.00	Storage	Breza Corp		7/1/2022	
Building 09-9-103	1,208.00	Studio/Flex	Flux Integration LLC		6/1/2014	
Building 09-9-106	580.00	Office	The Counseling and Psycho Therapy		9/1/2015	8/31/2023
Building 09-9-108	580.00	Office	-- Vacant --			
Building 09-9-201	2,400.00	Office	Day One		8/1/2018	7/31/2024
Building 09-9-201H	1,632.00	Office	-- Vacant --			
Building 09-9-202a	1,000.00	Office	Maine Pretrial Services Inc.		3/1/2022	2/28/2024
Building 09-9-203	3,040.00	Office	Maine Behavioral Health Care		12/1/2017	11/30/2023
Building 09-9-204	1,190.00	Studio/Flex	Few & Far Inc.		5/1/2022	4/30/2025
Building 10-10-105	2,800.00	Light Industrial	Ocean's Balance		5/1/2018	4/30/2028
Building 10-10-201	1,655.00	Studio/Flex	Belfire Hot Glass & Gallery		11/1/2021	5/31/2024
Building 10-10-202	1,910.00	Light Industrial	Tootie's Tempeh		8/1/2020	7/31/2025
Building 10-10-204	1,050.00	Retail	Rover Bagel		12/1/2020	11/30/2025
Building 10-10-205	1,050.00	Warehouse	GoodSam Food		6/1/2021	5/31/2023
Building 10-10-206	1,050.00	Light Industrial	Cakes for all Seasons		8/1/2018	7/30/2023
Building 10-10-207	1,637.00	Light Industrial	Big Tree Foods		4/1/2017	3/31/2027
Building 10-10-209	608.00	Light Industrial	Time and Tide Coffee		10/1/2018	9/30/2023
Building 10-10-215	2,393.00	Warehouse	Nib Mor		5/1/2019	4/30/2024
Building 10-10-214	7,023.00	Recreation	On Plane Academy		12/15/2023	12/31/2026
Building 10-10-219	5,563.00	Recreation	The PlayLot		11/1/2023	12/31/2025
Building 10-10-220	5,837.00	Light Industrial	Big Tree Foods		4/1/2017	3/31/2027
Building 13-13-001	500.00	Storage	Maine Health		9/1/2017	
Building 13-13-101	5,300.00	Retail	Portland Pie Company		2/1/2015	1/31/2025
Building 13-13-109	4,949.00	Light Industrial	Angelrox		10/1/2014	4/30/2027
Building 13-13-114	2,154.00	Light Industrial	Angelrox		10/1/2014	4/30/2027
Building 13-13-116	2,400.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-120	6,744.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-123	6,556.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-124	2,300.00	Light Industrial	The Maine Pie Company		2/1/2014	1/31/2025
Building 13-13-125	852.00	Office	Maine Manufacturing Partners LLC		3/1/2018	2/28/2024
Building 13-13-127	1,704.00	Warehouse	Surthrival		2/1/2021	1/31/2024
Building 13-13-131	2,965.00	Retail	Lucky Pigeon Brewing		1/1/2021	12/31/2026
Building 13-13-135	4,555.00	Retail	Sea Love		5/1/2022	4/30/2027
Building 13-13-136	2,975.00	Light Industrial	The Maine Pie Company		2/1/2014	1/31/2025
Building 13-13-138	286.00	Retail	The Garden Bar		12/1/2023	11/30/2025
Building 13-13-140	2,454.00	Office	Biddeford Co-Working LLC		10/1/2015	9/30/2023
Building 13-13-144	2,200.00	Light Industrial	The Maine Pie Company		2/1/2014	1/31/2025
Building 13-13-150	1,316.00	Light Industrial	The Maine Pie Company		2/1/2014	1/31/2025
Building 13-13-201	2,420.00	Retail	Tulu Salon and Spa		5/1/2021	4/30/2026
Building 13-13-206	960.00	Studio/Flex	Just a Moment		11/1/2016	10/31/2023
Building 13-13-207	3,899.00	Studio/Flex	Just a Moment		11/1/2016	10/31/2023
Building 13-13-208	850.00	Studio/Flex	James Sprang		2/1/2023	8/31/2023
Building 13-13-209	2,195.00	Storage	Mantis Gaming Studio		2/1/2021	1/31/2024
Building 13-13-210	3,951.00	Office	-- Vacant --			
Building 13-13-216	2,083.00	Office	-- Vacant --			
Building 13-13-218	2,050.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-220	4,495.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-222	1,345.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-223	5,152.00	Light Industrial	Hyperlite		6/1/2014	2/28/2025
Building 13-13-240	5,290.00	Church	Saltwater Vineyard Church		6/1/2020	5/31/2025
Building 13-13-250	850.00	Retail	Silk Sugar & Skin		5/1/2022	4/30/2025
Building 13-13-254	2,634.00	Office	Property Management Services of Maine		9/1/2022	8/31/2025
Building 13-13-258	1,317.00	Studio/Flex	Jameson Modern		9/15/2020	9/30/2023
Building 13-13-260	810.00	Studio/Flex	Cynthia Dillard		8/4/2021	8/31/2025
Building 13-13-262	2,595.00	Retail	Mantis Gaming Studio		2/1/2021	1/31/2024
Building 13W-13W-102	22,440.00	Retail	Banded Brewing		7/1/2013	9/30/2027
Building 13W-13W-103	3,226.00	Retail	DMC Enterprises		3/1/2015	7/31/2026
Building 15-15-102	640.00	Studio/Flex	Mary Rhoads		4/1/2022	3/31/2024
Building 15-15-103	1,038.00	Light Industrial	Parker Hatfield		5/1/2013	5/31/2023

Building 15-15-104	1,765.00	Light Industrial	Stefan Rorak	3/1/2021	2/28/2024
Building 15-15-107	900.00	Light Industrial	DBP DRAKE	7/1/2019	6/30/2024
Building 15-15-110	3,500.00	Light Industrial	DBP DRAKE	7/1/2019	6/30/2024
Building 15-15-201	630.00	Studio/Flex	Karen Moore	8/1/2019	7/31/2023
Building 15-15-202	562.00	Studio/Flex	Rumbletree	8/1/2021	7/31/2023
Building 15-15-204	562.00	Studio/Flex	Kabyco	9/1/2020	8/31/2023
Building 15-15-205	375.00	Studio/Flex	Sarah Hoag	1/1/2015	5/31/2023
Building 15-15-207	575.00	Studio/Flex	Stem and Vine	5/1/2019	4/30/2024
Building 15-15-212	425.00	Studio/Flex	Bending Birch Farm LLC	11/6/2021	
Building 15-15-213	253.00	Studio/Flex	CREATZEE	2/1/2022	1/31/2024
Building 15-15-214	575.00	Studio/Flex	Made By Marrick	1/1/2019	12/31/2023
Building 15-15-215	575.00	Studio/Flex	David Taylor	6/1/2021	5/31/2023
Building 15-15-216	1,117.00	Studio/Flex	Lovell Designs	9/16/2016	12/31/2023
Building 15-15-217	700.00	Studio/Flex	Caduseus	4/1/2021	4/30/2024
Building 15-15-219	1,980.00	Office	Prapela Inc.	11/1/2019	4/30/2024
Building 15-15-224	400.00	Studio/Flex	Ryun Anderson	12/6/2021	3/31/2024
Building 15-15-225	600.00	Studio/Flex	Legdehill Photography	11/1/2022	10/31/2023
Building 15-15-226	800.00	Office	J. Goldman Associates*	9/1/2019	8/31/2023
Building 15-15-230	1,170.00	Studio/Flex	SteamFruit	12/1/2019	6/30/2023
Building 17-17-101	884.00	Studio/Flex	Nina Kilroe	6/1/2022	5/31/2024
Building 17-17-103	350.00	Storage	Aceto	11/1/2021	10/31/2023
Building 17-17-201	585.00	Storage	-- Vacant --		
Building 17-17-202	360.00	Studio/Flex	-- Vacant --		
Building 17-17-203	400.00	Studio/Flex	-- Vacant --		
Building 17-17-204	390.00	Studio/Flex	Judith O'Neil	11/1/2019	10/31/2023
Building 17-17-205	390.00	Studio/Flex	Walsh, P.	12/1/2021	11/30/2022
Building 17-17-206	750.00	Studio/Flex	Richmond Glass Works	10/1/2020	9/30/2023
Building 17-17-207	780.00	Storage	-- Vacant --		
Building 17-17-209	970.00	Studio/Flex	Leah's Lens	5/1/2023	4/30/2024
Building 17-17-215	1,300.00	Office	Hobson & Company	12/1/2019	11/30/2022
Building 17-17-219	841.00	Studio/Flex	Amy Borch	5/1/2023	6/30/2025
Building 17-17-220	937.00	Studio/Flex	-- Vacant --		
Building 17-17-221	600.00	Studio/Flex	Monica Davis	10/1/2022	9/30/2023
Building 17-17-223	650.00	Office	Engineered Drafting and Design	8/31/2016	5/31/2023
Building 17-17-225	550.00	Studio/Flex	Danielle Dauth	1/1/2023	12/31/2023
Building 17-17-227	720.00	Office	Sanweco	2/1/2018	2/28/2024
Building 17-17-228	500.00	Studio/Flex	Lichwell, C.	12/1/2009	12/31/2022
Building 17-17-229	600.00	Retail	Keenan Bouchard	6/1/2022	5/31/2024
Building 17-17-230	360.00	Office	Cabral Research	9/1/2020	9/30/2023
Building 17-17-301AB	636.00	Office	Darby Pop Productions	6/1/2020	5/31/2025
Building 17-17-301C	500.00	Office	TJM Consulting, Inc	3/1/2022	2/28/2024
Building 17-17-301G	414.00	Office	-- Vacant --		
Building 17-17-301H	270.00	Office	Williams Brothers Construction	6/1/2019	7/31/2023
Building 17-17-301I	430.00	Office	Mark Daniels	5/1/2022	4/30/2024
Building 17-17-301J	430.00	Office	Brainstorm LLC	4/1/2013	
Building 17-17-301K	270.00	Office	Andy Weisskoff	4/1/2023	3/31/2024
Building 17-17-302L	496.00	Studio/Flex	Frank Ervin	11/1/2022	10/31/2023
Building 17-17-302M	496.00	Office	Mekonis, Joe	5/1/2017	4/30/2024
Building 17-17-302N	768.00	Office	Wild Maine Seafood LLC	1/1/2023	12/31/2023
Building 17-17-302O, V	1,295.00	Office	L.I.P. LLC	1/1/2022	12/31/2023
Building 17-17-302P	1,045.00	Office	Asclepius Research Services, Inc	5/1/2021	5/31/2023
Building 17-17-302Q	220.00	Office	Maine Psychological Association	9/1/2019	8/31/2023
Building 17-17-302R	217.00	Office	Sarah Glidden	10/1/2021	9/30/2023
Building 17-17-302S	500.00	Office	Eastern Trail Alliance	5/1/2022	4/30/2024
Building 17-17-302U	320.00	Office	Law Offices of Stewart Angers	10/1/2018	9/30/2023
Building 17-17-302W	630.00	Office	Irishspan Industries Inc.	10/1/2022	
Building 18-18-101	1,750.00	Studio/Flex	Dance House Productions	7/1/2006	7/31/2023
Building 18-18-104	650.00	Studio/Flex	Mill Studio Arts	3/1/2018	4/30/2025
Building 18-18-107	1,792.00	Studio/Flex	Mill Studio Arts	3/1/2018	4/30/2025
Building 18-18-108	1,536.00	Studio/Flex	Biddeford Mills Museum	7/1/2019	6/30/2023
Building 18-18-110	512.00	Studio/Flex	Wendy Kaye	7/15/2020	7/31/2024
Building 18-18-112	512.00	Studio/Flex	Of The Sea Studio	9/15/2021	9/30/2023
Building 18-18-114	512.00	Office	Integral Pipeline Technologies	2/17/2015	
Building 18-18-115	512.00	Office	BIMS	6/1/2020	5/31/2023
Building 18-18-116	512.00	Storage	Pepperell Provisions	12/1/2020	11/30/2025
Building 18-18-117	768.00	Studio/Flex	-- Vacant --		
Building 18-18-118	400.00	Studio/Flex	M Lavoie Architectural Coatings LLC	6/1/2022	5/31/2023
Building 18-18-120	600.00	Studio/Flex	Howard, J.	11/1/2019	10/31/2023
Building 18-18-122	400.00	Office	Code 1 Training Solutions	10/1/2022	9/30/2023
Building 18-18-126	1,230.00	Studio/Flex	Fleabags LLC	11/1/2023	10/31/2025
Building 18-18-127	576.00	Office	Justin Johnson	2/1/2015	
Building 18-18-128	576.00	Warehouse	Rusty Bucket Antiques	4/1/2021	3/31/2024
Building 18-18-130	1,450.00	Retail	Recycle	3/1/2015	5/31/2025

Building 18-18-201	750.00 Retail	Pepperell Provisions	12/1/2020	11/30/2025
Building 18-18-202	465.00 Studio/Flex	-- Vacant --		
Building 18-18-203	480.00 Studio/Flex	Four Corners Frame Shop	9/1/2012	4/30/2024
Building 18-18-204	700.00 Warehouse	Vervacious	6/1/2007	
Building 18-18-205	500.00 Warehouse	Vervacious	6/1/2007	
Building 18-18-206	720.00 Studio/Flex	Mill Pond Creative	2/1/2023	1/31/2024
Building 18-18-208	400.00 Studio/Flex	Mill Pond Creative	2/1/2023	1/31/2024
Building 18-18-209	496.00 Studio/Flex	Kane, Stacey	2/1/2015	
Building 18-18-214	2,724.00 Retail	Rabelais, Inc._1	10/1/2011	7/31/2023
Building 18-18-216	496.00 Office	Ina's Home and Commercial Cleaning	8/1/2019	7/31/2023
Building 18-18-217	744.00 Office	Renata O'Donnell Photography	5/1/2023	4/30/2024
Building 18-18-218	1,536.00 Office	The Jacman Group	3/1/2013	7/31/2023
Building 18-18-221	400.00 Office	Dragon Products	3/1/2020	2/28/2024
Building 18-18-223	576.00 Studio/Flex	Keap Arts	3/15/2023	3/31/2024
Building 18-18-224	826.00 Office	To Your Health Inc.	5/10/2021	5/31/2023
Building 18-18-226	739.00 Office	Binky and Lulu	10/1/2022	3/31/2024
Building 18-18-230	1,694.00 Retail	CFC Wear	8/1/2019	7/31/2023
Building 19a-19a-101	6,000.00 Retail	Elda	10/1/2020	9/30/2030
Building 37-37-101	7,866.00 Warehouse	Barn Fresh Classics	8/1/2013	
TOTAL COMMERCIAL SF 254,604.00				

EXISTING RESIDENTIAL UNIT DETAIL & PARKING REQUIREMENT		
May 2023		
Bldg-Unit	SQFT	Required Parking
Unit Type: 1 Bed		
17-403	690.00	1.00
17-405	710.00	1.00
17-407	650.00	1.00
17-415	684.00	1.00
18-306	727.00	1.00
18-311	796.00	1.00
18-312	749.00	1.00
18-313	769.00	1.00
18-315	769.00	1.00
18-319	769.00	1.00
18-321	669.00	1.00
18-406	727.00	1.00
18-411	796.00	1.00
18-412	769.00	1.00
18-413	769.00	1.00
18-415	769.00	1.00
18-419	769.00	1.00
18-421	669.00	1.00
1 Bed Total:	13,250.00	
Unit Type: 1 Bed, 1.5 Bath		
15-210	937.00	1.00
15-211	1,000.00	1.00
1 Bed, 1.5 Bath Total:	1,937.00	
Unit Type: 2 Bed		
18-302	757.00	2.00
18-303	854.00	2.00
18-304	895.00	2.00
18-305	996.00	2.00
18-308	970.00	2.00
18-309	1,028.00	2.00
18-320	972.00	2.00
18-322	762.00	2.00
18-401	835.00	2.00
18-402	881.00	2.00
18-404	895.00	2.00
18-405	996.00	2.00
18-408	970.00	2.00
18-409	1,028.00	2.00
18-420	972.00	2.00
18-422	762.00	2.00
2 Bed Total:	14,573.00	
Unit Type: 3 Bed		
17-402	1,500.00	2.00

3 Bed Total:		1,500.00	
Unit Type: Lux 1 Bed			
15-504	708.00	1.00	
15-508	685.00	1.00	
15-510	725.00	1.00	
15-512	725.00	1.00	
15-514	617.00	1.00	
15-518	725.00	1.00	
15-520	705.00	1.00	
17-105	1,200.00	1.00	
17-106	1,160.00	1.00	
35-202	720.00	1.00	
35-203	720.00	1.00	
35-204	720.00	1.00	
35-206	770.00	1.00	
35-207	900.00	1.00	
Lux 1 Bed Total:		11,080.00	
Unit Type: Lux 1+ Bed			
15-305	957.00	1.00	
15-505	957.00	1.00	
15-509	829.00	1.00	
Lux 1+ Bed Total:		2,743.00	
Unit Type: Lux 1 Bed, 1.5 Bath			
35-103	737.00	1.00	
35-104	731.00	1.00	
35-105	731.00	1.00	
35-106	732.00	1.00	
35-107	850.00	1.00	
35-108	754.00	1.00	
35-109	707.00	1.00	
Lux 1 Bed, 1.5 Bath Total:		5,242.00	
Unit Type: Lux 2 Bed, 1 Bath			
35-201	921.00	2.00	
35-205	900.00	2.00	
Lux 2 Bed, 1 Bath Total:		1,821.00	
Unit Type: Lux 2 Bed, 2 Bath			
15-311	1,169.00	2.00	
15-411	1,167.00	2.00	
15-507	1,100.00	2.00	
15-511	1,169.00	2.00	
15-513	1,105.00	2.00	
35-110	1,356.00	2.00	
Lux 2 Bed, 2 Bath Total:		7,066.00	
Unit Type: Lux 3 Bed, 2 Bath			
17-508	1,850.00	2.00	
Lux 3 Bed, 2 Bath Total:		1,850.00	
Unit Type: Lux 3 Bed, 3.5 Bath			
18-501	3,235.00	2.00	
Lux 3 Bed, 3.5 Bath Total:		3,235.00	

Unit Type: Lux Studio		
15-506	736.00	1.00
15-516	525.00	1.00
Lux Studio Total:	1,261.00	
Unit Type: Oversized 1 Bed		
17-108	805.00	1.00
17-401	860.00	1.00
17-413	880.00	1.00
Oversized 1 Bed Total:	1,740.00	
Unit Type: Oversized Studio		
17-416	730.00	1.00
17-417	935.00	1.00
Oversized Studio Total:	1,665.00	
Unit Type: P 1 Bed		
15-304	707.00	1.00
15-312	618.00	1.00
15-316	725.00	1.00
15-318	705.00	1.00
15-404	708.00	1.00
15-405	686.00	1.00
15-412	617.00	1.00
15-416	724.00	1.00
15-418	695.00	1.00
P 1 Bed Total:	6,185.00	
Unit Type: P 1+ Bed		
15-309	829.00	1.00
15-409	828.00	1.00
P 1+ Bed Total:	1,657.00	
Unit Type: P 2 Bed		
15-307	1,099.00	2.00
15-308	1,062.00	2.00
15-310	1,102.00	2.00
15-313	1,107.00	2.00
15-407	1,097.00	2.00
15-408	1,060.00	2.00
15-410	1,100.00	2.00
15-413	1,106.00	2.00
P 2 Bed Total:	8,733.00	
Unit Type: P Studio		
15-306	735.00	1.00
15-314	525.00	1.00
15-406	736.00	1.00
15-414	525.00	1.00
P Studio Total:	2,521.00	
Unit Type: Studio		
17-409	570.00	1.00
17-411	710.00	1.00
17-412	450.00	1.00
17-414	450.00	1.00

18-123	600.00	1.00
18-301	405.00	1.00
18-307	509.00	1.00
18-310	482.00	1.00
18-314	540.00	1.00
18-316	480.00	1.00
18-317	509.00	1.00
18-318	480.00	1.00
18-403	515.00	1.00
18-407	509.00	1.00
18-410	482.00	1.00
18-414	540.00	1.00
18-416	480.00	1.00
18-417	509.00	1.00
18-418	480.00	1.00
35-208	464.00	1.00
Studio Total:		10,164.00
Unit Type: Oversized Lux 1 Bed		
17-501	1,012.00	1.00
17-503	1,232.00	1.00
17-505	1,260.00	1.00
17-507	1,288.00	1.00
18-509	1,012.00	1.00
18-511	1,163.00	1.00
Oversized Lux 1 Bed Total:		6,967.00
Unit Type: Oversized Lux 2 Bed 2 Bath		
15-301	1,769.00	2.00
15-302	1,771.00	2.00
15-303	1,454.00	2.00
15-401	1,771.00	2.00
15-402	1,773.00	2.00
15-403	1,454.00	2.00
15-501	1,770.00	2.00
15-502	1,767.00	2.00
15-503	1,450.00	2.00
17-502	1,567.00	2.00
17-504	1,836.00	2.00
17-506	1,674.00	2.00
17-509	1,904.00	2.00
18-504	1,648.00	2.00
18-505	1,805.00	2.00
18-506	1,597.00	2.00
18-508	1,759.00	2.00
Oversized Lux 2 Bed 2 Bath Total:		28,769.00
Unit Type: Oversized Lux Studio		
18-507	1,267.00	1.00
Oversized Lux Studio Total:		1,267.00
Unit Type: Oversized 2 Bed		
17-107	1,180.00	2.00

17-404	1,075.00	2.00
17-406	1,220.00	2.00
17-408	1,075.00	2.00
17-410	1,000.00	2.00
Oversized 2 Bed Total:	4,370.00	
Unit Type: Oversized Lux 1 Bed 1.5 Bath		
18-502	1,481.00	1.00
18-503	1,401.00	1.00
35-101	1,087.00	1.00
35-102	1,081.00	1.00
Oversized Lux 1 Bed 1.5 Bath Total:	5,050.00	
RESIDENTIAL Total:	144,646.00	211.00
<i>Pending Development</i>		
Building 15, 9 Units		
15-101 - 2 Bed, 2 Bath	1428.00	2.00
15-102 - 2 Bed, 2 Bath	1518.00	2.00
15-103 - 1 Bed, 1 Bath	502.00	1.00
15-104 - 1 Bed, 1 Bath	500.00	1.00
15-105 - Studio	365.00	1.00
15-106 - Studio	359.00	1.00
15-107 - Studio	365.00	1.00
15-108 - 1 Bed, 1 Bath	533.00	1.00
15-109 - Studio	368.00	1.00
Total New Residential	5,938.00	11.00
Total	150,584.00	222.00

Commercial Occupancy Summary	Unit Count	Percent Occupied
Occupied Notice	6	
Occupied No Notice	139	
Total Occupied Units	145	92.90%
Vacant Unrented Ready	10	
Total Vacant Units	10	7.10%
Total Rentable Units	155	100.00%

COMMERCIAL UNITS ORDINANCE SUMMARY:				
SQ FT	USE	ORDINANCE	REQUIREMENT	
65,681	Light Industrial	1 per 750 SF	87.57	
14,789	Warehouse	1 per 2000 SF	7.39	
58,905	Retail	1 per 300 SF	196.35	
49,528	Office	1 per 200 SF	247.64	
42,003	Studio/Flex	2 per 1000 SF	84.01	
12,586	Recreation	1 per 100 SF	125.86	
5,290	Church - 200 Seats	1 per 3 seats	66.67	
5,822	Storage - 2 non tenant u	1 per 50 units	0.04	
14,237	Current Vacancy		815.53	

PARKING REQUIREMENT SUMMARY COMMERCIAL AND RESIEDNTIAL				
	Commercial Parking Spaces Required		815.53	
	Residential Parking Spaces Required		222.00	
	Total		1037.53	
	Less Waivers		778	
	Less Staff Approval		192.53	
			259.53	Revised Requirement
			502.00	Total Inventory
			242.47	Excess Inventory

FUTURE DEMAND PARKING REQUIREMENTS							
<i>Proposed and Pending Development</i>	<i>SF</i>	<i>Proposed Use</i>	<i>Ordinance</i>	<i>Requirement</i>	<i>Waivers Needed</i>	<i>Proposed On Site</i>	<i>Notes</i>
13W -2	25,000	Event Venue	1 per 75 SF	333.33	-183.33	150	Building 10 Lot Evening Use
13-2	12,000	Office	1 per 200 SF	60			
9-3	12,000	Unknown					
10-1	23,000	Unknown					
Building 36	107,496	Self Storage - 827 Units	1 per 50 Units	16.54	-11.54		5 Perpetual Easement Parcel 36
Building 11	61,278	76 Residential Units	1 per Bed	83	N/A APPROVED		9 Perpetual Easement Parcel 11
Building 30	7,900	Unknown					11 Perpetual Easement Parcel 30
Building 12	37,744	Unknown					
Building 19	30,936	Unknown					
Building 20	28,024	Unknown					

PARKING WAIVERS AND APPROVALS DETAIL						
Notice Date	Project	Parking Waivers	Address	Building	Commercial SQ FT	Outcome / Notes
7/25/2006	North Dam Mill LLC Phase 1	224	2 Main Street	NA	NA	
8/3/2007	North Dam Mill LLC Phase 2 and 3	349	2 Main Street	NA	NA	
10/2/2014	"The Yard" Parking Waiver Request	55	40 Main Street	13	NA	No longer a tenant
10/8/2015	The Mills at Pepperell Master Plan	150	2 Main Street	NA	NA	"In doing so, the complex now has 235 credits of parking available to continue development moving forward. As mentioned at the meeting, Building 11 which has 71 units of housing approved, as well as 40 units of housing (formerly Mill City Housing), do not take away from that waiver"
1/31/2020	Building 13 Church, Building 19A Restaurant		40 Main Street and 16 Main Street	13 & 19A	14,300	Staff Approval for 2 Commercial Tenants
10/13/2022	Building 10 Commercial Tenants		10 Westpoint Lane	10	12,763	Staff Approval for 2 Commercial Tenants
TOTAL WAIVERS: 778						

DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (as same may be amended from time to time, collectively, the “**Declaration**”) made as of the 16th day of December, 2021, by **PEPPERELL MILL PROGRESSION, LLC**, a Delaware limited liability company having a mailing address of 3100 McKinnon Avenue, Ste. 250, Dallas, Texas 75201 (the “**Declarant**”) and **PEPPERELL MILL MASTER ASSOCIATION**, a Maine nonprofit corporation (the “**Association**”). Capitalized terms used in this Declaration and not otherwise defined herein, shall have the meanings given or as referred to in Article 1 of this Declaration. **PEPPERELL MILL DEVELOPMENT, LLC**, a Delaware limited liability company and affiliate of Declarant, (“**PM Development**”) joins in this Declaration for the purpose of subjecting its real estate described herein to the covenants, condition, easements, restrictions and agreements all as more fully set forth herein.

RECITALS

WHEREAS, Declarant is the owner of certain real property situated in the City of Biddeford, County of York and State of Maine, comprised of the Occupied Lots, the Parking Areas and the Common Areas, as such terms are defined below, such real property being described in Exhibit A attached here to and incorporated herein, and also being shown on the following plans: (1) ALTA/NSPS Land Title Survey, “The Mills at Pepperell,” prepared by Owen Haskell, Inc., dated September 9, 2021 and revised through December, 10, 2021 (the “**Survey**”); (2) Plan of “Functional Subdivision” of the Mills at Pepperell Mill, prepared by Owen Haskell, Inc. dated December 10, 2021, to be recorded in the York County Registry of Deeds (the “**Subdivision Plan**”); (the Survey, and the Subdivision Plan as the same may be amended, are collectively referred to herein as the “**Plan**”); and

WHEREAS, PM Development is the owner of certain real property comprised of the Unoccupied Lots, as defined below, situated in the City of Biddeford, County of York and State of Maine, being described in Exhibit B attached here to and incorporated herein and also being shown on the Plan that it has agreed to make subject to the covenants, conditions, easements, restrictions and agreements set forth in this Declaration; and

WHEREAS, the real property described on Exhibits A and B are referred to herein as the “**Subject Property**,” and

WHEREAS, the Subject Property is currently improved with several occupied buildings (the “**Occupied Lots**”), several vacant buildings (the “**Unoccupied Lots**”), parking areas (the “**Parking Areas**”), and common areas (the “**Common Areas**”) as the same are depicted on the Plan; and

WHEREAS, Declarant, PM Development and their successors and assigns may in the future construct additional buildings or improvements on the Occupied Lots, the Unoccupied Lots, the Parking Areas, or Common Areas; and

WHEREAS, the Developed Lots, Unoccupied Lots, Parking Areas, and Common Areas share common utilities, facilities, amenities and rights-of-way over the private roads depicted on the Plan (the "Roads," and collectively the "Shared Elements," as that term is further defined hereinafter); and

WHEREAS, the Declarant wishes to form an Association of Lot Owners for the purpose of operating, maintaining and repairing the Shared Elements and sharing the costs associated therewith; and

WHEREAS, Declarant and PM Development wish to subject the Subject Property to the covenants, conditions, easements, restrictions and agreements set forth herein benefitting and burdening the Subject Property, and respecting the Association, in accordance with this Declaration; and

NOW THEREFORE, Declarant and PM Development hereby declare that the Subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and agreements, which shall run with said Subject Property and be binding on all parties having any right, title or interest in said Subject Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

- 1.1. "**Arbitration**" means a dispute resolution proceeding in accordance with the rules of the American Arbitration Association or any successor thereto.
- 1.2. "**Articles of Incorporation**" means the articles of incorporation of the Association filed with the Secretary of State of the State of Maine, as same may be amended from time to time.
- 1.3. "**Assessment**" is defined in **Section 10.1.** of this Declaration.
- 1.4. "**Assessment Lien**" is defined in **Section 10.6** of this Declaration.
- 1.5. "**Association**" means Pepperell Mill Master Association, a duly-formed Maine Nonprofit Corporation.
- 1.6. "**Association Common Expenses**" means, collectively, the costs incurred by the Association in connection with maintenance, repair, replacement, operation and administration of the Shared Elements, including Common Landscaping, and the costs of maintaining, repairing, replacing and operating the shared utility lines and infrastructure and of any Shared Elements which may, but need not, be constructed in the future; excluding

Shared Utility Costs, if any, which may be collected separately.

- 1.7. **“Association Property”** means all personal property, if any, at any given time owned or leased by the Association.
- 1.8. **“Board”** or **“Board of Directors”** means the Board of Directors of the Association.
- 1.9. **“Building”** or **“Buildings”** means any building located or constructed in the future on any of the Lots, and any and all alterations, additions and/or replacements made thereto, respectively.
- 1.10. **“Bylaws”** means the bylaws of the Association as the same may be amended or supplemented from time to time.
- 1.11. **“Certification of Occupancy”** means a certificate issued by the Code Enforcement Office of the City of Biddeford.
- 1.12. **“City”** means the City of Biddeford, Maine.
- 1.13. **“Common Areas”** means all portions of the Subject Property other than the Lots.
- 1.14. **“Common Landscaping”** means maintenance of landscaping and trees in the Common Areas throughout the Subject Property.
- 1.15. **“Condominium”** means a Lot submitted to the Condominium Act.
- 1.16. **“Condominium Act”** means the provisions of the Maine Condominium Act, 33 M.R.S.A. 1601-101 et seq., as same may be amended from time to time.
- 1.17. **“Condominium Documents”** means the declaration, by-laws, plats and plans of any Condominium, as same may be amended from time to time.
- 1.18. **“Declaration”** means this Declaration of Covenants, Conditions, Easements and Restrictions, as amended or supplemented from time to time.
- 1.19. **“Director”** means any individual serving as a director on the Board of the Association.
- 1.20. **“Driveways”** means those portions of the roadways on the Subject Property, as they now exist or are hereafter constructed, that provide vehicular access to one Building or to Buildings owned by one Owner.
- 1.21. **“Effective Date”** means the date that the Association is obligated to assess the Association Common Expenses among the Members of the Association, as more fully described in Section 10.1(a) hereof.

- 1.22. **“Formation Documents”** means, collectively, (i) the Articles of Incorporation, (ii) this Declaration, and (iii) the Bylaws.
- 1.23. **“Initial Operating Budget”** means the first Operating Budget adopted by the Association. The Declarant does not intend to adopt an Initial Operating Budget until the sale of one of the Lots to an individual or entity that is unrelated and unaffiliated with the Declarant.
- 1.24. **“Institutional Lender”** means any domestic or foreign commercial or savings bank, any insurance company or savings and loan association whose investments are regulated by the laws of any State or of the United States, any pension fund, trust company, governmental agency or fund, any educational, religious or charitable institution, or other non-individual entity, or a consortium of any of the foregoing, in the business, among other things, of making loans secured, directly or indirectly, by real property. Ladder Capital Finance LLC, a Delaware limited liability company, and its successors and assigns with respect to the loan made to Declarant secured by a portion of the Subject Property are Institutional Lenders.
- 1.25. **“Interest Holder”** means any party who accepts a deed, lease, mortgage, easement or other grant or conveyance of any portion of the Subject Property.
- 1.26. **“Late Charges”** is defined in **Section 11.1** of this Declaration.
- 1.27. **“Limited Shared Elements”** mean those portions of the Shared Elements the primary use of which is made by one or more, but fewer than all, of the Members, as indicated and allocated pursuant to this Declaration.
- 1.28. **“Limited Shared Expense”** mean the Expenses for services benefiting fewer than all the Lots, if any, which may be assessed pursuant to this Declaration exclusively against the Lots benefited.
- 1.29. **“Lot”** means any one of the lots comprising part of the Subject Property upon which a Building is now built, all as shown on Plan and any portion of the Common Area converted to a Lot in the future and approved by the City of Biddeford.
- 1.30. **“Member”** means any Person who is a member of the Association pursuant to the terms of this Declaration.
- 1.31. **“Membership”** means of or relating to the Members.
- 1.32. **“Nonprofit Corporation Act”** means the provisions of Title 13-B of the Maine Revised Statutes, as same may be amended from time to time.

- 1.33. “**Owner**” means the record owner(s) in fee simple of a Lot or, if a Lot is submitted to the Condominium Act, the owner in fee simple of a Unit within a condominium upon the Subject Property.
- 1.34. “**Permitted Costs**” is defined in **Section 10.3** of this Declaration.
- 1.35. “**Person**” means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, limited liability partnership, government, governmental subdivision or agency, or other legal or commercial entity.
- 1.36. “**Proportionate Share**” means the ratio of the Rentable Square Footage in a building owned by an Owner divided by the total of all Rentable Square Footage of all buildings in the Development, stated as a percentage, as such percentage shall from time to time be recalculated by the Association in accordance with the provisions of this Declaration.
- 1.37. “**Operating Budget**” means the annual operating budget of the Association adopted by the Board for payment of Association Common Expenses for that year.
- 1.38. “**Recognized Mortgagee**” means the holder of a recorded mortgage on a Lot or a Unit, which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee’s name and address, the Lot or Unit Owner’s name and address, and the identifying number of the Lot or Unit, and shall state that the mortgage is a recorded first mortgage. As of the date hereof, and without the necessity of delivering written notice to the Association, (i) Ladder Capital Finance LLC, holder of a mortgage upon the property of the Declarant, together with its successors and/or assigns and (ii) The Mills at Pepperell, LLC and North Dam, LLC, together with their successors and/or assigns, holders of a mortgage upon the property of PM Development, are each Recognized Mortgagees and shall remain Recognized Mortgagees so long as they hold mortgages upon the Subject Property or any portion thereof.
- 1.39. “**Regular Assessment**” is defined in **Section 10.1** of this Declaration.
- 1.40. “**Rentable Square Footage**” means the aggregate of the floor area of all floors of all buildings in the Development that are intend for use and occupancy, including any common areas, hallways, entry lobbies in any building in the Development, but excluding any space that is unsuitable for renting such as basement space that may not be permitted for commercial or residential occupancy.
- 1.41. “**Shared Elements**” means the improvements upon the Common Areas as depicted on the Plan, including, without limitation, the common utilities, Roads, Sidewalks, parking areas, common mailbox stations, street lighting, storm water drainage systems located throughout the Subject Property, all whether now existing or hereinafter constructed or

installed.

- 1.42. **“Shared Utility Costs”** means those utility charges from utility providers of electricity, natural gas, water and sewer charges or other utility charges for utility services that serve more than one Lot and that are not separately billed or metered to an individual Lot, but that are billed to and incurred by the Association and allocated to the shared users of those utility services. Shared Utility Costs are not included in the Association’s Operating Budget, or any portion thereof, and that are not separately metered to individual Lots.
- 1.43. **“Sidewalks”** means those portions of the Subject Property that are improved to provide pedestrian access throughout the Development, as they now exist or are hereafter constructed.
- 1.44. **“Sky Bridge”** means any sky bridge as depicted on the Plan, as presently exists or as hereafter constructed.
- 1.45. **“Special Assessment”** (or **“Special Assessments”**) is defined in **Section 10.1** of this Declaration.
- 1.46. **“Sub-association”** means: for a Lot submitted to the Condominium Act, the condominium unit owners’ association for such condominium;
- 1.47. **“Tax Map”** means the Tax Map of the City of Biddeford, Maine.
- 1.48. **“Unit”** means any Condominium Unit created within a Building constructed on a Lot that is intended for independent use and occupancy and that may lawfully be separately owned. Any two or more Units are collectively referred to as **“Units.”**
- 1.49. **“Unoccupied Lot”** means a Lot containing a building that is substantially unoccupied and not leased or used by the owner thereof and for which a certificate of occupancy has not been issued by the City of Biddeford. Construction activities upon an Unoccupied Lot, or storage of construction materials or equipment shall not constitute the use or occupancy thereof until a certificate of occupancy has been issued by the City of Biddeford. Upon the issuance of a certificate of occupancy for an Unoccupied Lot, an Unoccupied Lot shall no longer be treated as an Unoccupied Lot hereunder. As of the date hereof, the Unoccupied Lots shall mean Parcels 11, 12, 19, 20, 30, 36 and Smokestack Parcel 38 as shown on the Subdivision Plan.

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION

The Subject Property from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in

part, subject to this Declaration as same may be amended or supplemented from time to time. The terms of this Declaration shall run with the Subject Property and shall be binding upon the Owners of the Subject Property, including the Declarant and PM Development, the Association, the Members of the Association and all other Interest Holders and their respective successors-in-interest.

ARTICLE 3. THE DEVELOPMENT; DECLARANT'S RIGHTS

3.1. The Development. Declarant intends that the Subject Property, as developed, will consist of a mix of commercial and residential buildings and condominiums, each constructed on a Lot, including housing and associated uses, parking and Shared Elements (collectively, the “**Development**”).

3.2. Declarant's Reserved Rights. During the Declarant Control Period, in addition to such other rights as are reserved by Declarant hereinafter, Declarant expressly reserves the right to add or withdraw land from the Subject Property, to relocate Parking Areas, lease spaces in the Parking Areas, add one or more parking structures, add one or more Sky Bridges, convert any portion of the Common Areas to Lots within the Subject Property, to grant additional easements, to create Condominiums upon any of the Lots. The term “Declarant Control Period” means the period that extends from the date of the recording of this Declaration until the *later of*: (a) ninety (90) days after the conveyance of seventy-five percent (75%) of the total number of Lots, including Lots that may be created on the Subject Property or any additions thereto, excluding any conveyance to a successor Declarant; or (b) eighteen (18) years from the date of recording of this Declaration, provided, however, that at its election the Declarant may terminate the Declarant Control Period at any time by recording a notice in the York County Registry of Deeds. Lots owned by PM Development shall be deemed to be Lots conveyed by the Declarant for purposes of determining whether the 75% threshold has been met. So long as the Declarant or a successor Declarant owns more than 25% of all of the Lots, including Lots that may be created on the Subject Property or any additions thereto, the Declarant shall have the right to extend the Declarant Control Period, prior to its expiration, for additional periods of five (5) years each, provided that upon the conveyance of seventy-five percent (75%) of the total number of Lots, including Lots that may be created on the Subject Property or any additions thereto, excluding any conveyance to a successor Declarant, the Declarant Control Period, as extended, shall terminate as provided herein.

3.3. Reserved Rights of Owner of Unoccupied Properties. The Owner of the Unoccupied Properties, including any subsequent owner thereof, shall have the right to develop any of the Unoccupied Properties and to create condominiums within or upon any of the Unoccupied Properties.

ARTICLE 4. ROADS, COMMON EASEMENTS ASSOCIATION'S EASEMENTS

4.1. Road and Sidewalk Easements. Declarant, PM Development and the Owners of the Lots and the Common Areas, and their respective heirs, successors and assigns, are hereby granted a perpetual easement in common in the Roads and Parking Areas located on the Subject Property shown on the Plan for pedestrian and vehicular ingress and egress to and from a Lot, Parking Areas and Buildings, and the public roads, and for pedestrian access to the Sidewalks and pedestrian easement areas and for the maintenance, repair and replacement of pavement, street improvements, sidewalks and

utilities, for connection to utilities, for all customary uses of and improvements accessory to a street and to manage and convey storm drainage as indicated on the Plan for the benefit of the Lots and the Common Areas.

The Declarant reserves the fee title to the Roads, Sidewalks and pedestrian easement areas as shown on the Plan and reserves the right to convey the Roads and Sidewalks to the City, in fee or easement, upon acceptance as public streets, or in the alternative to the Association should the City decline to accept the Road. The Declarant also reserves the right to convey the fee interest in the Roads, Sidewalks and pedestrian easement areas to the Association, whether or not such areas are offered to the City as public streets and walkways, or are accepted by the City as public streets and sidewalks by easement as permitted by Maine law.

4.2. Building Projection and Footing Easements. Declarant, PM Development and the Owners of the Lots and the Common Areas, their heirs, successors and assigns, are hereby granted a perpetual easement in common for any existing or hereafter created building projections, roof overhangs and extensions, including steps, awnings, electrical boxes, HVAC equipment, electrical equipment or other building projections or equipment that may extend beyond the boundaries of any Lot and for any existing or hereafter created foundation footings that may extend below grade beyond the boundaries of any Lot to support the Buildings.

4.3 Maintenance Easements. Declarant, PM Development and the Owners of the Lots, their heirs, successors and assigns, are hereby granted a perpetual easement over the Common Areas, for the maintenance of the Buildings, and for the placement of scaffolding, ladders, lifts, vehicles or other necessary equipment to be used to maintain the Buildings.

4.4 Sky Bridge Easements. Declarant, PM Development and the Owners of the Lots, their heirs, successors and assigns, are hereby granted a perpetual easement in common over the Subject Property for air rights to enable the use, construction and maintenance of the Sky Bridges. Each Building on either end of a Sky Bridge is subject to and has the benefit of a pedestrian easement for access to and from the Sky Bridge, and each Building Owner shall have an obligation, in common with the other Owner of a Building connected to a Sky Bridge, to maintain and repair the Sky Bridge and to share equally in the cost of cleaning, upkeep, lighting, repair and maintenance of the Sky Bridge. Declarant further reserves the right to remove any Sky Bridge and the right and easement, including air rights over the Subject Property, to add additional Sky Bridges between any two Buildings on the Subject Property.

4.5 Emergency Access Easements. Declarant, PM Development and the Owners of the Lots, their heirs, successors and assigns, are hereby granted a perpetual easement in common for firefighting or other emergency equipment to access any of the Subject Property in the event of a fire or other emergency. Such emergency access easements shall extend to any and all public safety officials and personnel engaged in firefighting or other emergency public safety activities at the Subject Property.

4.6. Other Easements. The Subject Property is subject to the following easements and all other easements, notes and conditions set forth in or referred to in the Plan, which include without limitation:

(a) Subdivision Plan and City Approvals. Terms and conditions of the Subdivision Plan, and the terms and conditions of any related subdivision or site plan permits or approvals granted by the City,

as evidenced by said Subdivision Plan (collectively the “**City Approvals**”), whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the York County Registry of Deeds (“YCRD”).

(b) Terms and Conditions of the RiverWalk Easement Deeds (Phase IV-1 and Phase IV-2) from the Declarant to the City of Biddeford, to be recorded in the YCRD immediately prior to this Declaration.

(c) Rights reserved by York Manufacturing Company in agreements with Saco Water Power Company, dated October 17, 1840 and recorded in the YCRD in Book 170, Page 65, and in Book 334, Pages 77 and 79, as the same may affect rights to draw water and related easements.

(d) Rights and covenants set forth in deed from Pepperell Manufacturing Company to Cumberland County Power and Light dated September 22, 1930 and recorded in the YCRD in Book 795, Page 11.

(e) Rights and easements granted to Cumberland County Power and Light Company from York Manufacturing Company as set forth in the Easement Deed dated December 15, 1931 and recorded in Book 935, Page 332; as conveyed by Central Maine Power Company to Pepperell Manufacturing Company, dated September 15, 1964 and recorded in YCRD in Book 1622, Page 217; as affected by the Release Deed from Central Maine Power Company to North Dam, LLC dated September 16, 2010 and recorded in YCRD in Book 15947, Page 614..

(f) Such state of facts as shown on the plan entitled "Plan Showing a Proposed Sale of Land, West Point-Pepperell, Inc., to Neco Electrical Products Corp.," dated October 29, 1971 and recorded in YCRD in Plan Book 53, Page 44.

(g) Party wall rights of West Point-Pepperell, Inc., in and to the south wall of Building 15 and a portion of the north wall of Building 13 as shown on a plan, dated October 29, 1971 and recorded in YCRD in Plan Book 53, Page 44.

(h) Rights, privileges and easements as set forth in deed from West Point -Pepperell, Inc. to Biddeford Textile Company dated November 17, 1971 and recorded in YCRD in Book 1928, Page 556; including but not limited to an unrecorded agreement by and between West Point-Pepperell, Inc. and Necco Electrical Products Corporation, as referenced in the deed recorded in YCRD in Book 1928, Page 556; as affected by the Agreement between Biddeford Textile Corporation, Sunbeam Products, Inc., and West Point Stevens, Inc. dated May 9, 1997 and recorded in YCRD in Book 8257, Page 318, to the extent still in effect.

(i) Exceptions, reservations, restrictions, easements and conditions set forth in the Special Warranty Deed from WestPoint Stevens, Inc. I to WP Property Holdings I, LLC dated August 8, 2005 and recorded in YCRD in Book 14603, Page 592.

(j) Terms, conditions, provisions, agreements and obligations set forth in the Utility Easement Agreement by and between Westpoint Home, Inc. and North Dam Mill, LLC, dated November 18, 2008, and recorded in YCRD in Book 15532, Page 471.

(k) Exceptions, reservations, restrictions, easements and conditions set forth in Quitclaim Deed with Covenant from WP Property Holdings I, LLC to The Mills at Pepperell, LLC dated June 14, 2010 and recorded in YCRD in Book 15880, Page 864.

(l) Rights, easements, terms, conditions and agreement set forth in the Permanent Riverwalk Easement Deed (Phase I) from North Dam, LLC and The Mills at Pepperell, LLC to the City of Biddeford dated January 5, 2011, and recorded in YCRD in Book 16028, Page 417.

(m) Rights and easements granted by North Dam, LLC and The Mills at Pepperell, LLC to the City of Biddeford as set forth in the Temporary Construction Easement recorded on August 4, 2011, in YCRD in Book 16140, Page 140, to the extent the same have not expired.

(n) Rights and easements set forth in the Permanent Riverwalk Easement Deed (Phase II) from North Dam, LLC and The Mills at Pepperell, LLC to the City of Biddeford dated January 9, 2014 and recorded in YCRD Book 16770, Page 872.

(o) Such state of facts as is shown on the "Plan Showing Proposed Conveyances of Land Made for The Mills at Pepperell, LLC, Biddeford, Maine" dated July 9, 2012; as revised October 15, 2012, prepared by Michael J. Coulombe, PLS No. 1293 of Dow & Coulombe, Inc. and recorded in the York County Registry of Deeds in YCRD in Plan Book 358, Pages 15 and 16.

(p) Such state of facts as is shown on the "Composite Plan Made for North Dam, LLC and The Mills at Pepperell, LLC, Main Street, Laconia Street and York Street, Biddeford, Maine" dated May 23, 2011; prepared by Michael J. Coulombe, PLS No. 1293 of Dow & Coulombe, Inc.; as revised through February 12, 2014, including the following:

- a) Apparent shared rights of aerial bridges, bridges, steps, water mains, hydrants and 12" Vit Pipe cooling water discharge as shown on the plan;
- b) "Brick Corner Over" at the southwesterly corner of Main Street and Laconia Street and another at the westerly end of York Street;
- c) Stairs by Gallagher's Rainbow;
- d) Old canals, sewer lines and hydrant on border with Odyssey Properties;
- e) Hydrants by the property of Mill at Saco Falls, LP on Smith Street and by building 14A;
- f) 12" Vit Pipe cooling water discharge by land of FPL Energy;
- g) Easements of record not plotted or disclosed on the plan.

(q) Rights and easements granted by North Dam, LLC and The Mills at Pepperell, LLC to The City of Biddeford as set forth in the Temporary Construction Easement dated October 31, 2012 and recorded in YCRD in Book 16770, Page 867.

(r) Rights, easements, terms, conditions and agreement set forth in the Permanent Pedestrian Bridge Easement Deed from North Dam, LLC and The Mills at Pepperell, LLC to the City of Biddeford dated October 31, 2012, and recorded in YCRD in Book 16770, Page 860.

(s) Rights, easements, terms, conditions and agreements set forth in Riverwalk Easement Agreement (Phase III) between North Dam, LLC and the City of Biddeford dated April 29, 2014 and recorded in YCRD in Book 16930, Page 61.

(t) Rights, easements, conditions and agreements set forth in Temporary Construction Easement from North Dam, LLC and The Mills at Pepperell, LLC to the City of Biddeford dated April 29, 2014 and recorded in YCRD in Book 16930, Page 73.

(u) Rights and easements set forth in Access Easement from The Mills at Pepperell, LLC to North Dam, LLC dated April 29, 2014 and recorded in YCRD in Book 16930, Page 82.

(v) Such state of facts as shown on the plan entitled "Plan Showing Land and Buildings for Sale by West Point-Pepperell, Inc., to Daniel Turkanis" dated August 2, 1972 and recorded in YCRD in Plan Book 60, Page 6.

(w) Rights and easements granted to Central Maine Power Company by Saco Realty Corporation as set forth in the Indenture dated November 28, 1958 and recorded in YCRD in Book 1396, Page 280.

(x) Rights, privileges and easements as set forth in deed from West Point-Pepperell, Inc. to the City of Biddeford dated November 11, 1971, and recorded in Book 1928, Page 384.

(y) Rights, privileges and easements as set forth in deed from West Point -Pepperell, Inc. to Biddeford Textile Company dated November 17, 1971 and recorded in YCRD in Book 1928, Page 556.

(z) Terms, conditions, rights and easements set forth in deed from West Point-Pepperell to Daniel Turkanis dated August 16, 1972, and recorded in YCRD in Book 1960, Page 553.

(aa) Rights and easements granted to Central Maine Power Company from West Point Pepperell Inc. to Central Maine Power Company recorded on November 8, 1977 in YCRD in Book 2280, Page 69.

(bb) Contract for outdoor lighting by and between Central Maine Power Company and West Point Pepperell dated August 25, 1977, and recorded in YCRD in Book 2381, Page 86.

(cc) Notice of Abandoned Underground Oil Storage Facility or Tank filed by West Point-Pepperell, Inc. dated December 19, 1991 and recorded in YCRD in Book 5925, Page 271.

(dd) Possible title to and rights of others in private roads known as York Street and Laconia Street as affected by Affidavits of Physical Obstruction and Closing of Private Ways by West Point-Pepperell dated December 7, 1990 as recorded in YCRD in Book 5583, Page 177, and dated March 6, 1992 as recorded in YCRD in Book 5998, Page 51, and dated September 7, 1995 as recorded in Book 7549, Page 25, and dated November 5, 1997 as recorded in YCRD in Book 8511, Page 177.

(ee) Rights and easements granted to Central Maine Power Company from West Point-Pepperell, Inc. as set forth in the Easement Deed dated November 22, 1991, and recorded in YCRD in Book 5971, Page 121.

(ff) Rights and easements granted to Central Maine Power Company from WestPoint Stevens Inc. as set forth in the Easement Deed dated June 10, 1998 and recorded in YCRD Book 8931, Page 302.

(gg) Rights and easements granted to Northern Utilities, Inc. from WestPoint Stevens Inc. as set forth in the Easement Deed dated June 1, 1998 and recorded in YCRD in Book 9070, Page 230.

(hh) Rights and easements set forth in the Easement Deed from WP Property Holdings I, LLC to The Mill at Saco Falls, LP and Riverdam Mill, LLC dated November 6, 2009 and recorded in YCRD in Book 15787, Page 136.

(ii) Rights and easements set forth in the Easement Deed from The Mills at Pepperell, LLC to The Mill at Saco Falls, LP dated January 14, 2011, and recorded in YCRD in Book 16030, Page 789.

(jj) Rights and easements set forth in Easement from The Mills at Pepperell, LLC to Central Maine Power Company dated May 8, 2015 and recorded in YCRD in Book 17068, Page 461.

(kk) Rights and easements granted to Central Maine Power Company from Biddeford Textile Company set forth in the Easement Deed dated March 30, 1972 and recorded in YCRD in Book 2055, Page 84.

(ll) Temporary Construction, Easement set forth in the Notice of Layout and Taking by the State of Maine, Department of Transportation, dated December 12, 2001 and recorded in YCRD in Book 11435, Page 85.

(mm) Such state of facts as is shown on the plan entitled "State of Maine, Department of Transportation, Right of Way Map, State Aid Highway No. 3 and 8 (Rte 9/Main Street), Biddeford-Saco, York County", dated August 2001 and recorded in YCRD in Plan Book 322, Page 40.

(nn) Exceptions, reservations, restrictions, easements and conditions set forth in the Quitclaim Deed from Sunbeam Products, Inc. to North Dam, LLC dated April 30, 2004 and recorded in Book 14072, Page 296.

(oo) Rights and easements granted to Central Maine Power Company from North Dam, LLC as set forth in the Easement Deed (Underground Line) dated August 6, 2008, and recorded in YCRD in Book 15501, Page 812.

(pp) Rights and easements granted to Central Maine Power Company by Easement Deed from North Dam, LLC dated August 19, 2008, and recorded in YCRD in Book 15535, Page 609.

(qq) Rights and easements described in the Easement Deed (Underground Line) from North Dam, LLC to Central Maine Power Company dated April 3, 2012 and recorded in YCRD in Book 16311, Page 226.

(rr) Rights, easements, terms and conditions in Permanent Easement granted to City of Biddeford dated April 15, 2015 and recorded in Book 17005, Page 538; as affected by a Corrective Permanent Easement Deed granted to City of Biddeford dated June 30, 2017 and recorded in Book 17515, Page 854.

(ss) Terms and conditions in an Affidavit of the Maine Department of Environmental Protection Affidavit Voluntary Response Action Program North Dam Mill site dated August 26, 2015 and recorded in YCRD in Book 17092, Page 503.

(tt) Rights and easements set forth in an Underground Line Easement from North Dam LLC to Central Maine Power Company dated October 11, 2018 and recorded in YCRD in Book 17889, Page 755.

(uu) Rights and easements set forth in a Signal System Easement from North Dam, LLC to State of Maine, acting by and through its Department of Transportation dated June 11, 2021 and recorded in YCRD in Book 18736, Page 668.

(vv) Terms and conditions of the pedestrian easements to be granted by Pepperell Mills Progression, LLC to the City, to be recorded in the YCRD.

The foregoing are collectively referred to herein as the “Common Easements.”

4.4. Association’s Easements. The Declarant hereby grants the Association and its directors, officers, agents, employees such easements over the Subject Property as are necessary for the performance of the Association’s obligations under this Declaration.

ARTICLE 5.

PURPOSE, FUNCTION, OBLIGATIONS AND POWERS OF ASSOCIATION

5.1. Purpose of Association. The Association is established pursuant to this Declaration for the purposes of maintenance, repair, replacement, administration and operation of the Shared Elements, which shall include, but not be limited to: (1) management of ice and snow removal from the Roads and Sidewalks and all other maintenance and repair thereof, and all improvements therein so as to keep the Roads passable by vehicles, including by emergency vehicles and equipment of the City, and the Sidewalks passable by foot, which maintenance and repair shall include, without limitation, grading, re-grading, addition of gravel, repair of potholes or washouts, maintenance of road shoulders, maintenance of drainage swales, culverts, snowplowing, sanding and trimming of vegetation, and any other similar item customary or reasonably related to the maintenance, repair or improvement of similar private roadways in the City, and in accordance with the Plan; (2) maintenance, repair and replacement of all common electrical and telephone cables, water, sewer and drainage pipes, equipment and facilities serving the Development and located on or within the Subject Property, to the extent not the responsibility of any utility company pursuant to the terms and conditions of any easements to said companies; (3) inspection, care and maintenance of any drainage facilities, storm catch basins and manholes and storm sewers serving the Development and located on or within the Subject Property; (4) inspection, care and maintenance of the Common Landscaping; and (5) all other maintenance of the Shared Elements as shall be required. Notwithstanding the foregoing, Declarant reserves the right, at all times during the Declarant Control Period, to perform any or all of the functions of the Association set forth herein and in Section 5.2 below, for the administration, maintenance, repair of the Subject Property or Shared Elements.

5.2. Functions, Obligations and Powers. Subject to Article 9 of this Declaration, the functions, obligations and powers of the Association shall include, without limitation, the following:

(a) to maintain, repair and operate the Shared Elements in accordance with the terms hereof;

(b) to adopt the annual Operating Budget;

(c) to impose Assessments for purposes of paying Association Common Expenses and Shared Utility Costs and to collect such Assessments so imposed;

(d) to bring actions to recover Assessments or otherwise against Members for failure to pay Assessments imposed against them and to enforce any lien or other right or remedy granted the Association under this Declaration;

(e) to collect, receive, administer, protect, invest and dispose of funds in connection with its obligations hereunder;

(f) to defend actions and negotiate and settle claims with Members in connection with Association Common Expenses and Assessments or otherwise;

(g) to adopt rules and regulations for the conduct of Members and their guests while on the Subject Property;

(h) to perform such other duties, obligations and functions with respect to the Shared Elements as may be appropriate for the Association to perform or which otherwise the Members may delegate to the Association in accordance with the Formation Documents; and

(i) to obtain and pay for as a Permitted Cost the services of any Person(s) to manage the Association's affairs or any part thereof, or as the Association may deem necessary or desirable for the proper performance of the Association's functions pursuant hereto, including, without limitation, legal and accounting services necessary or desirable in connection with the foregoing or enforcement of this Declaration.

ARTICLE 6. OBLIGATIONS OF MEMBERS

6.1. Payment of Assessments. Upon becoming a Member, the Member becomes liable for Assessments established by the Association and shall pay Assessments imposed by the Association pursuant to this Declaration.

6.2. Disputes. Any dispute as to whether a Lot or Building thereon is being maintained in accordance with this Declaration or disputes as to Assessments, that cannot be resolved among the Members, shall be submitted to Arbitration.

ARTICLE 7. ADMINISTRATION AND MANAGEMENT

7.1. Administrator.

(a) During the Declarant Control Period, the Declarant shall serve as administrator ("**Administrator**") of the Association. Thereafter, the Members of the Association shall determine which Owner, if any, they wish to serve as Administrator of the Association. Unless and until such determination is made and a new Owner is selected to serve as Administrator, the Declarant shall

continue to so serve.

(b) Administrator shall have the right and obligation to promulgate and present to the Members each annual Operating Budget and to allocate Permitted Costs among the Members in accordance with their respective Proportionate Share. Administrator shall also implement all other obligations of the Association and operate the Association on behalf of its Members, at least until the Development is complete and a Board comprising Directors representing five (5) Members with the obligation to pay Assessments is established.

7.2. Manager.

(a) The Association shall have the right, on or about the Effective Date, to enter into a management agreement (any such agreement, an “**Association Management Agreement**”) with a real estate management company for the performance by such company (any such company, in such capacity, the “**Association Manager**”) of duties on behalf of the Association generally. In connection with the foregoing, the Association may cause any such Association Manager to, among other things: (i) operate, manage and maintain the Shared Elements (ii) establish security and safety procedures for use of same; (iii) place and maintain upon the Shared Elements such signs as the Association deems appropriate for the proper identification, use and regulation thereof; and (iv) implement Association policy and perform such administrative functions as are necessary for the Association to comply with its obligations hereunder with respect to the Shared Elements.

(b) By way of example and not of limitation, any such Association Manager shall, if and as directed by the Association, (i) prepare the annual Operating Budget, (ii) notify Members and Directors of meetings and keep minutes of each Board and Members meeting, (iii) open and maintain bank accounts on behalf of the Association, provided that the Association shall retain the power to designate the signatories on any such account, (iv) bill and collect Assessments, (v) enforce the remedies of the Association provided herein for non-payment of Assessments, (vi) pay Permitted Costs and (vii) collect from each Member certificates evidencing insurance required to be obtained and maintained by such Member pursuant to this Declaration.

(c) Any Association Management Agreement shall require the Association Manager thereunder to indemnify, defend (with counsel reasonably acceptable to the Association) and hold harmless the Association and the Members, and each of their respective partners, Unit Owners, stockholders, directors, members, officers, trustees, employees, agents, successors and assigns (each, an “**Indemnatee**”) from and against any and all claims, actions, suits, proceedings, losses, costs and expenses (collectively, a “**Claim**”), including reasonable attorneys’ fees, disbursements and court costs, incurred by or otherwise asserted against any Indemnatee to the extent arising out of or resulting from any accident, injury or damage whatsoever occurring during the term of such Association Management Agreement in, at or upon the Shared Elements or from any acts or omissions of the Association Manager or its directors, officers, employees, contractors, subcontractors and agents, including a Claim resulting from (i) the Association Manager’s violation of such Association Management Agreement, (ii) the Association Manager acting outside the scope of its authority under such Association Management Agreement or (iii) negligence, fraud, malfeasance, or willful, reckless or criminal misconduct. The terms of such indemnity shall survive the expiration or earlier termination of such Association Management Agreement whether with or without cause.

7.3. Special Rights of Declarant. Notwithstanding anything contained in this Article 7 or

elsewhere in this Declaration to the contrary, for so long as Declarant shall retain an ownership interest in any portion of the Subject Property, Declarant shall have the right, but not the obligation, to serve as Administrator and/or Association Manager.

ARTICLE 8. MEMBERSHIP

8.1. Membership. The Association will have a single class of Members comprising each Owner of a Lot or, in the case of a Lot that is subjected to the Maine Condominium Act, each Owner of a Unit. There shall be no qualification for Membership in the Association other than being an Owner.

8.2. Acquisition and Transfer of Membership. Membership in the Association shall commence automatically upon an Owner's acquisition of the fee interest in a Lot or Unit, except that with respect to Declarant, Membership shall commence upon the recording of this Declaration. No Member shall be permitted to sell or otherwise convey a Lot or Unit owned by that Member, unless and until all unpaid Assessments and other amounts required to be paid shall have been paid in accordance with this Declaration. Effective upon conveyance of a Lot or Unit, Membership of the grantor in the Association automatically shall terminate and the grantee of such Lot or Unit shall automatically become a Member, subject to this Declaration and the Bylaws.

8.3. Quorum; Voting.

(a) Following the Declarant Control Period, the Members shall appoint Directors to serve on the Board in accordance with Article 9.1, and all actions by or votes of a Member shall be implemented and cast by the Director appointed by the Member. The presence of 60% of Directors appointed by Members shall constitute a quorum of Members at a duly called meeting of Members. When a vote of the Members is referred to herein, it shall mean a vote of the Directors appointed by the Members. The term "vote of a majority of Members" thus shall have the same meaning as "vote of a majority of Directors" as discussed in Article 8.

(b) The number of votes allocated to each Director acting on behalf of the Members by whom he was appointed is equal to the cumulative total of the Proportionate Shares of the Members by whom he was appointed. For example, if the Proportionate Shares of the Members appointing a particular Director is 15.5%, the total votes allocated to such Director is 15.5 votes. The total votes of the Members and Directors thus equal 100.

(c) The Association shall calculate the initial Proportionate Share and number of votes attributable to each Member (and its appointed Director) on the Effective Date. As new initial Members are added to the Association and/or as buildings are renovated and obtain a certificate of occupancy, the Proportionate Share for all Members will change based on the increased square footage of the overall Development. Accordingly, each time an Unoccupied Building is renovated and receives its certificate of occupancy, the Proportionate Share allocated to all Members and the number of votes attributable to each Member-appointed Director will change as well. Accordingly, the Association shall recalculate the Proportionate Share and number of votes attributable to each Member and Director effective as of the date of that any Unoccupied Building is renovated and receives a certificate of Occupancy, or upon the receipt of a certificate of occupancy for any new building created upon the Common Areas, based upon the Rentable Square Footage of such added or renovated building. Such recalculated Proportionate Share and number of votes per Member shall be effective as of the date a renovated building receives a

certificate of occupancy.

(d) When Members or Directors are to vote on any matter requiring a vote or consent of a specified percentage of Members, such requirement shall mean the vote or consent of Directors representing Members holding that percentage of votes, at duly called meeting of the Members or Directors.

(e) Only Directors, acting on behalf of the Members by whom they were appointed, shall have the right or be entitled to: (i) attend or participate in Association or Board meetings, whether regular or special, open or closed, (ii) bring any matter to the attention of or present any item for consideration or vote by the Members or Directors, or (iii) vote on any matter that is put to a vote of the Members or Directors.

8.4. Suspension of Voting Rights. Any Member who fails to pay its allocated Assessments or any other charges or assessments provided for herein within sixty (60) days after the due date thereof shall have all voting rights as provided herein (*i.e.*, both the voting rights of the delinquent Member and the voting rights of its Director) suspended until such amounts plus any accrued interest and Late Charges arising hereunder are paid in full.

ARTICLE 9 ORGANIZATION OF ASSOCIATION

9.1. Board of Directors and Officers.

(a) The affairs of the Association shall be managed and conducted by a Board of Directors. No compensation shall be paid to any Director or officer of the Association. Approvals given or actions taken by the Board in accordance with this Declaration and the Formation Documents shall be approvals given or actions taken by the Association.

(b) Except as otherwise provided herein below, during the Declarant Control Period, the Board of Directors of the Association shall be composed of three (3) natural persons appointed by the Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Lot Owners. As the Lots are developed, the number of Directors shall be increased as follows:

- a. For any Developed Lot that is subjected to the Condominium Act, the number of Directors will be increased by one (1) Director at such time as 75% of the Units in such condominium have been conveyed to parties other than the Declarant, and the Director shall be elected by the Members who are members of the sub-association.
- b. For any Unoccupied Lot that is subjected to the Condominium Act, the number of Directors will be increased by one (1) Director at such time as 75% of the Units in such condominium have been conveyed to parties other than the Declarant, and the Director shall be elected by the Members who are members of the sub-association.

- c. Notwithstanding the above, (i) the Board of Directors shall have the right, but not the obligation, at its sole discretion, to allow the Owner(s) of a Lot to appoint a Director before the thresholds of non-Declarant ownership are met for any given Lot, and (ii) the Board of Directors shall have the obligation to allow the Member who is the owner of the Unoccupied Lots to appoint a Director before the thresholds of non-Declarant ownership are met in the event that the Unoccupied Lots become owned by a party unaffiliated with the Declarant as a result of a foreclosure or conveyance in lieu of foreclosure..

- (c) At the expiration of the Declarant Control Period, all members of the Board of Directors appointed by the Declarant shall resign and the remaining Directors shall elect new members of the Board of Directors in accordance with the Bylaws.

9.2. **Quorum.** The presence of Directors representing 60% of the then existing Directors at a duly called meeting of the Board, shall constitute a quorum of the Board for the transaction of business.

9.3. **Voting.**

(a) Each Director representing Members in good standing (*i.e.*, current in its payment of Assessments and not otherwise in default under this Declaration), shall be deemed to have been allocated such Members' votes (determined as set forth in **Section 8.3(c)** hereof) to cast on behalf of such Member at all meetings of the Board at which a quorum is established. Each Director will have the right to cast such votes, but only as a single block, for all items voted upon at all meetings of the Board. Following the establishment of any Lot as a Condominium, until such time as the board of managers of such Condominium shall designate the person who shall act as such Member's Director on the Board, the elected or acting president of the board of managers of such Condominium shall automatically be such Member's Director on the Board and shall cast any and all votes on behalf of such Member on matters requiring a vote of the Directors.

(b) At a meeting where a quorum is established, the affirmative vote of a majority of the Board shall be the act of the Board, unless a different percentage of votes is required by the Formation Documents, this Declaration or the Nonprofit Corporation Act. The phrase "vote of a majority of the Board" as used in this Declaration and the Formation Documents means the casting of a majority of the total votes entitled to be cast by all Directors present at a meeting of the Board at which a quorum is established when the vote is taken.

(c) Notwithstanding the foregoing or anything other provision of this Declaration or the Formation Documents, this Declaration may be amended only by unanimous consent of Members. Prior to the date all Owners are entitled appoint Directors, the consent of all other Persons then owning an interest in the Subject Property shall be required as well to any amendment to this Declaration.

(d) Except for the Director appointed by each Member (which, in the case of a Member that is a Condominium, shall be an individual designated by the board of managers of the Condominium as its appointed Director on the Board), no other Person shall have the right or be entitled to: (i) attend or participate in Board meetings, whether regular or special, open or closed, (ii) bring any matter to the attention of or present any item for consideration or vote by the Board except through its Director, or (iii) vote on any matter that is put to a vote of the Board.

9.4. Personal Liability. To the fullest extent permitted by applicable law, as amended from time to time:

(a) No past or present Director, officer or employee of the Association shall be personally liable to the Association, any Member, any Interest Holder or any other Person, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any past or present Director, officer, employee, contractor, consultant, counsel, managing agent or other agent or representative of the Association; unless, however, such damage, loss or prejudice occurred as the result of such Director's (or officer's or employee's) failure to act in good faith, negligence, bad faith actions or inactions or willful or intentional misconduct, in which case the limitations on liability set forth in this paragraph shall not apply.

(b) Subject to the exclusions from limitations on liability listed in the previous paragraph, the Association shall indemnify, hold harmless and defend Declarant (and each Member comprising Declarant and their respective affiliates, members, agents and employees) and every past and present Member, Director, officer and employee of the Association (in their capacity as such) from liability incurred by virtue of their involvement with the Association.

ARTICLE 10. ASSESSMENTS

10.1 (a) Annual Assessments. The Association shall, from time to time, commencing upon the earlier of (i) the date of the first sale of a Lot by Pepperell Mill Progression, LLC; or (ii) upon conversion of an Unoccupied Lot, to an Occupied Lot by virtue of the issuance of a certificate of occupancy to Pepperell Mill Development, LLC, or to a subsequent owner of an Unoccupied Lot, (the "Effective Date") make an assessment of the and at least once each year thereafter, determine the Association Common Expenses for that year and allocate Assessments (in the applicable **Proportionate Share**) to each Member then required to pay such Association Common Expenses. In implementing the foregoing, the Association shall, in each year, commencing with the year in which the Effective Date occurs, adopt the annual Operating Budget and establish, levy and assess the following: (i) annual assessments or charges for Permitted Costs (individually, a "**Regular Assessment**," and collectively, "**Regular Assessments**"), and (ii) special assessments or charges, as necessary for a Permitted Cost or as otherwise provided in this Declaration (individually, a "**Special Assessment**," and collectively, "**Special Assessments**").

(b) Shared Utility Assessments. In addition to the Assessments levied in accordance with paragraph 10.1(a) above, the Association shall collect from the Members such Member's Proportionate Share of the Shared Utility Costs, which costs shall be collected as Assessments. Provided, however, that in the event that a Member arranges for separate metering or sub-metering of any utility that is included as a Shared Utility Cost as of the Effective Date, such that the Member pays the utility provider directly for such service, said Member shall no longer be responsible for payment to the Association of its Proportionate Share of the costs associated with that Shared Utility. Thereafter, responsibility for the Shared Utility shall be borne only by those Members who have not arranged for separate or sub-metering, and the Proportionate Share of the Shared Utility Cost shall be reallocated, reducing the denominator by the number of separately metered or sub-metered Units.

(c) Limited Shared Assessments. The Limited Shared Expenses shall be assessed solely against each Unit benefited except as otherwise provided in this Declaration; if a Limited Shared Expense benefits more than a single Unit, but fewer than all of the Units, that Limited Common Expense shall be divided proportionally, according to square footages among those Units benefited.

(d) The term “**Assessments**” shall refer to, collectively, Regular Assessments, Special Assessments, Shared Utility Assessments, and Limited Element Assessments.

10.2. Agreement to Pay. Each Member of the Association shall be deemed to covenant and agree (whether or not it shall be so expressed in any deed or instrument of conveyance or declaration establishing a Lot as a Condominium), to pay to the Association, any and all Assessments attributable to its Lot or Unit as provided herein. Notwithstanding the fact that the Members may be members of sub-associations, and that the Association may collect Assessments from the sub-associations as a matter of convenience, each Member of a sub-association shall be personally liable for the Assessments attributable to the Member’s Lot or Unit.

10.3. Purpose of Assessments.

(a) The purpose of Assessments shall be to fund the following costs of the Association (each, a “**Permitted Cost**” and collectively, the “**Permitted Costs**”): (i) Association Common Expenses, (ii) costs of labor, equipment, materials, management and supervision associated therewith, (iii) reserves and payment of operating deficits (if any) sustained in one or more prior years, (iv) administrative and other operating costs of the Association, (v) costs of implementing such other actions as are consistent with, and in furtherance of, the Association’s purposes and obligations set forth in this Declaration.

(b) To the extent the Association incurs an expense that is a Permitted Cost but was not budgeted to be paid as part of the Regular Assessments, the Association may impose a Special Assessment against all Members (or against a specific Member, as described in the following paragraph), to pay for that Permitted Cost.

(c) To the extent a Permitted Cost or any other cost is incurred by the Association as a result of the actions or inactions of any Member (or any Unit Owner owning a Unit in the Condominium that is a Member), or such Member’s (or Unit Owner’s) tenant, licensee, agent, contractor, employee or invitee, the Association may impose a Special Assessment against the applicable Member in the amount incurred by the Association (plus interest thereon and any and all attorneys’ fees and disbursements incurred in connection therewith), and the other Members shall not be liable for same. If the Member is a Condominium, the board of managers may provide in its Condominium Documents that any such Special Assessment assessed by the Association arising out of the actions or inactions of a Unit Owner or its tenant, licensee, agent, contractor, employee or licensee, may in turn be specially assessed by the board of managers against that Unit Owner and failure of Unit Owner to pay same shall be treated as failure to pay common charges of the Condominium.

10.4. Assessment Commencement; No Exemptions.

(a) Assessments shall not be imposed by the Association or payable by Members, until after the Effective Date. As of the Effective Date, the Association shall promulgate the Initial Budget, and any Member shall thereafter be obligated to pay Assessments based on that initial budget.

(b) The Initial Budget and Assessments based thereon shall be adjusted according to the number of months remaining in the fiscal year of the Association (as the same shall be established by the Board) in which the first Assessments are payable. Assessments shall thereafter be levied on a full year basis. At least fifteen (15) days prior to the end of each fiscal year of the Association, the Association shall provide each Member then obligated to pay Assessments with written notice of the Assessment attributable to said Owner's Lot due for the next fiscal year of the Association. Regular Assessments shall be due and payable monthly unless the Association determines to require payment on a different basis.

(c) Dissatisfaction with the quantity or quality of any maintenance or services furnished with respect to the Shared Elements shall not be grounds for withholding or failure to pay any Assessment. Likewise, no Member shall deem itself or be deemed exempt from liability to pay Assessments for any reason, including waiver of use or enjoyment of the Shared Elements, abandonment, renunciation of membership in the Association or by claiming the quantity or quality of services are not worthy of such payment or are not as were expected by such Member at the time of acquisition of the Lot or at any other time.

10.5. Liability After Transfer; Bankruptcy.

(a) No Member shall be liable to the Association for Assessments or other Obligations assessed against a Lot owned by that Member from and after the date of closing of sale, transfer or other conveyance of fee title to that Lot by such Member, which Assessments or Obligations are applicable only to the period from and after the date of such conveyance. However, the grantee of a Lot shall be jointly and severally liable with grantor for unpaid Assessments and other Obligations assessed against that Lot up to the date of conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor.

(b) Upon conveyance of fee title to a Lot to a grantee through a sale or other transaction, a proceeding arising out of a Member's bankruptcy or liquidation, as a gift or donation, or pursuant to foreclosure or deed in lieu of foreclosure, or through any other means whatsoever, or upon conveyance of more than a 50% ownership interest in a Member, all then unpaid Assessments and other Obligations on that Lot due and owing shall be paid out of sales proceeds or otherwise by transferee or transferor, to the Association.

(c) Any Person (other than a Recognized Mortgagee) acquiring a Lot or Unit through foreclosure or by deed in lieu of foreclosure, through a sale or other proceeding arising out of an Owner's bankruptcy or liquidation, through purchase, gift or donation, or through any other means whatsoever, shall be liable for all unpaid Assessments and other Obligations assessed against the Lot and due as of the date of such Person's acquisition of title to such Lot. A Recognized Mortgagee, or a purchaser at a foreclosure sale from a Recognized Mortgagee, acquiring a Lot or Unit through foreclosure or by deed in lieu of foreclosure, shall be liable for Assessments commencing as of the date that such Recognized Mortgagee or the purchaser at a Recognized Mortgagee's becomes the record owner of a Lot or Lots, provided that the Recognized Mortgagee or the purchaser at a foreclosure sale from a Recognized Mortgagee shall not be liable for unpaid assessments relating to any period before such Recognized Mortgagee or the purchaser at a foreclosure sale from a Recognized Mortgagee became a record owner of any Lot.

(d) If a petition in bankruptcy is filed by or against a Member, or if a trustee, receiver or similar

official is appointed to administer a Member's assets, the Member, trustee, receiver or other official shall remain obligated to pay, and the Lot shall continue to be subject to, Assessments and other Obligations, if any, for the entire duration of any bankruptcy or other reorganization proceeding.

10.6. Assessment Lien; Priority; Personal Obligation. All sums assessed by the Association as an Assessment against a Lot or against a Unit pursuant to this Declaration but unpaid, together with Late Charges, interest, attorneys' fees and disbursements and other costs incurred in connection with collection of same (such Late Charges, interest, attorneys' fees, disbursements and other costs collectively, "**Obligations**"), shall be a charge and shall constitute a continuing lien against such Lot or Unit (such Assessment and Obligations, collectively, the "**Assessment Lien**"). Said Assessment Lien shall have priority over any and all liens and encumbrances other than (i) municipal liens and assessments for taxes and sewer charges, as required by law, and (ii) liens to holders of a first mortgage upon any portion of the Subject Property, or other mortgages held by an Institutional Lender (collectively, the "**Priority Liens**"). The Assessment Lien shall at all times be subordinate to any Priority Lien. Foreclosure of a Priority Lien may have the effect of extinguishing the Assessment Lien as provided by applicable law. The Assessment Lien also shall be the personal obligation of the Owner of the Lot (or Unit Owner, as applicable, as described below) at the time assessed, and such personal obligation shall continue with respect to any remaining unpaid portion of the Assessment, following a foreclosure by the Association of the Association Lien or following the foreclosure of a Priority Lien.

10.7. Assessments to a Sub-Association. Following the establishment of a Sub-Association within the Development:

(a) The Assessment by the Association against a Lot upon which a Condominium or against Lots upon which a Sub-Association is established shall in turn be assessed by such Sub-Association's board of managers against each Unit in each such Unit's applicable Unit Proportionate Share, as part of the common charges assessed against Units to pay common expenses. Accordingly, the Assessment Lien assessed against a Lot established as a Condominium shall be a charge, and shall constitute a continuing lien, against each individual Unit within such Condominium, proportionately allocated to each such Unit based on each such Unit's applicable Unit Proportionate Share as well. Such Unit Proportionate Share of the Assessment Lien shall also be a personal obligation of the Unit Owner owning such Unit at the time the Assessment was assessed against the Lot.

(b) The board of directors of the Condominium shall be obligated to act in accordance with law and the applicable condominium declaration establishing such Condominium to collect unpaid common charges and other assessments, if any, from its Unit Owners. Such board of managers shall use the common charges so collected for, among other things, payment of Assessments and other Obligations to the Association. However, if such board of managers fails to pay Assessments and other Obligations assessed against it as a Member of the Association as and when due (whether or not such board of managers has collected common charges sufficient to cover same), the Association may take action against such board of managers or against the individual Unit Owners owning Units within such Condominium to collect all such unpaid sums. The liability of each Unit Owner for the Assessment Lien shall be limited to an amount equal to such Unit Owner's Unit Proportionate Share of the Assessment Lien due.

(c) If the board of managers of a Condominium fails to pay the Assessments and Obligations assessed by the Association to the board of managers as a Member of the Association, then upon payment by or on behalf of a Unit Owner to the Association of the Unit Owner's Unit Proportionate

Share of such Assessments and Obligations assessed against such Member, such Unit shall be released by the Association from the Assessment Lien and the Unit Owner shall have no further personal liability therefor with respect to its Unit so released.

10.8. Right to Maintain Surplus. The Association shall not be obligated in any fiscal year to spend all sums collected in such year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining. The Association shall not be obligated to apply any such surplus to reduction of the amount of Assessments in the succeeding fiscal year, but may carry forward from year to year such surplus as the Association in its absolute discretion may determine to be desirable to effectuate the purposes of the Association.

10.9. Assessment Certificates. Upon written request of a Member, the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot (or if applicable, Unit) as of the date of such certificate, (i) whether the Assessments, if any, have been paid, (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date, and (iii) whether any other amounts or charges are owing to the Association (e.g., for the cost of extinguishing a violation of this Declaration). A reasonable charge, as determined by the Association, may be imposed for the issuance of such certificates. Any statement, certificate or other information regarding status of assessments and other charges which is duly issued as herein provided by the Association shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the property in question, but in no event shall any Member, Owner or Interest Holder be entitled to avoid the payment of Assessments or Obligations arising hereunder otherwise payable by it on the basis of a certificate, statement or other information issued to a third party that contains a mistake concerning the status of Assessments or Obligations arising hereunder.

10.10. Assessment of Maintenance Costs Resulting from Interest Holder's Negligence. Any maintenance, repair or replacement of any portion of the Shared Elements made or incurred by the Association in accordance with its responsibilities and obligations hereunder and occasioned by the negligent or willful act or omission of any Interest Holder (or the tenant, contractor, agent, employee, invitee or licensee of any Interest Holder), shall be made at the cost and expense of such Interest Holder. Subject to **Section 5.4** of this Declaration, if such maintenance, repair or replacement is performed and/or paid for by the Association, the cost of same shall be considered a Special Assessment allocable to the Lot in conjunction with which the cost arose. Such cost shall be added to the Regular Assessment attributable to such Lot and, as part of that Assessment, shall constitute a lien on such Lot to secure the payment thereof (and it shall be left to the sole discretion of any Member so assessed whether to attempt to recover such cost from the culpable Person, including a Unit Owner if applicable). The decision of the Board shall be final and binding as to whether any need for repair is caused by any willful or negligent act of any Person described in the first sentence of this section.

10.11. Improper Use of Shared Elements. In the event any portion of the Shared Elements is being used by any Interest Holder in a manner that violates this Declaration, the By-laws or any of the Project Documents, the Association shall give written notice thereof to the applicable Member and its appointed Director and make demand that enforcement and/or corrective action be taken by such Member, within five (5) business days of the date of the notice (or within such shorter period of time as the Board may specify in such notice if such violation threatens the health, safety or welfare of any Person or poses an imminent threat to person or property). In any event, such Member shall be jointly and severally liable with any culpable Interest Holder for any violation, and the Association may enforce

any and all remedies available to it against such Member, such Interest Holder or all of them at any time and in any order. If at the expiration of the applicable period the requisite enforcement and/or corrective action has not been taken by such Member or Interest Holder, as applicable, then the Association shall be authorized and empowered to take direct action against the Member or culpable Unit Owner or other Person. The costs of any action taken by the Association as set forth herein, including incidental costs and attorneys' fees, shall be added to and become a part of the Regular Assessments to which such Member is subject (and it shall be left to the sole and absolute discretion of any Member so assessed whether to attempt to recover such cost from the culpable Interest Holder, including a Unit Owner, if applicable).

ARTICLE 11.

NON-PAYMENT OF ASSESSMENTS; ENFORCEMENT

11.1. Non-Payment of Assessments.

(a) Any Assessment, or installment thereof, not paid when due shall be deemed delinquent, and a Member shall be in default under this Declaration for such non-payment.

(b) If an Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in the minimum amount of 6% of the overdue amount or such other amount in excess thereof as the Association deems reasonable (collectively, the "**Late Charges**").

(c) If an Assessment or any installment thereof is not paid within thirty (30) days after the due date, then the Assessment shall be deemed delinquent, and the Assessment plus any Late Charges thereon, shall bear interest compounded monthly from such date of delinquency in the amount of not less than 5% over the prevailing "prime rate" as published from time to time in the *Wall Street Journal*, (or in the event that the *Wall Street Journal* ceases publishing the prime rate, the prime rate established from time to time by such other national or regional bank reasonably selected by the Board). If the rate to be charged would exceed the maximum rate permitted by law, the rate shall be deemed reduced to the maximum legal rate.

(d) The Association shall take prompt action to collect Assessments previously imposed by the Association which remain unpaid for more than ninety (90) days from the due date for payment thereof. In so doing, the Association may bring an action at law or in equity for collection of the Assessment, interest thereon, Late Charges and the costs and expenses of collection, including attorneys' fees and expenses, against the Owner personally obligated to pay the same. If the default is by the Owner of a Lot upon which a Condominium has been established, then the action at law or equity may be brought against each Unit Owner owning Units within such Condominium for the applicable Unit Proportionate Share of the amount owed. Any suit to recover a money judgment for unpaid Assessments, Late Charges and the associated costs of collection as described in the previous sentence, may be maintained without waiving the Assessment Lien securing the same, should the suit be brought under circumstances where the Association holds such an Assessment Lien.

11.2. Enforcement.

(a) The Association shall have the right to enforce its Assessment Lien against the Lot or Unit, as applicable by all methods available for the enforcement of liens against real property, including

foreclosure and sale. The cost of such proceedings, including attorneys' fees and expenses, shall be added to the amount of such Assessment, accelerated installments, if any, Late Charges and interest, and shall be treated as an Obligation of the Association secured by the Assessment Lien.

(b) In connection with its Assessment Lien, the Association may (x) file a notice of lien in the York County Registry of Deeds (but such filing shall not be necessary to perfect or establish the priority of such continuing lien), and (y) establish a fixed fee to reimburse the Association for its cost in recording such notice of lien, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as an Obligation secured by the Assessment Lien hereunder.

ARTICLE 12. CONDEMNATION

12.1. Notice of Condemnation of Shared Elements. A Member who is an Owner of a Lot containing any portion of the Shared Elements which becomes the subject of a condemnation or eminent domain proceeding (such Member, an "**Affected Member**"), shall send written notice to the Association and all other Members of any such condemnation or eminent domain proceeding affecting such portion of the Shared Elements, of which the Affected Member has actual notice, promptly upon receipt of such notice.

12.2. Action to Contest Condemnation. The Affected Member shall have the exclusive right to contest and settle, at such Member's sole cost and expense, any condemnation or eminent domain proceeding (i) which is directed at taking any portion of the Affected Member's Lot on which is located any portion of the Shared Elements, or (ii) which touches upon, concerns or affects the use of any such portion of the Affected Member's Lot subject to the Project Documents (and, if applicable, the Condominium Documents governing the Affected Member's Lot). The cost of any such contest by the Affected Member shall not be a Permitted Cost. Neither the Association nor any Member shall impair or prejudice the action of the Affected Member in contesting such condemnation.

12.3. Obligation to Restore. Subject to the Project Documents, in the event of a taking in condemnation or by eminent domain of part or all of the Shared Elements, the award respecting the same shall be paid to the Affected Member. Except as may be set forth in the Project Documents, or in the declaration establishing a Condominium on a Lot impacted by a condemnation or eminent domain proceeding, a Member shall not be obligated to restore any Improvements on a Lot following any taking through condemnation or eminent domain.

12.4. Disputes. In the event of any dispute with respect to the allocation of an award, or any obligation to restore, the matter shall be submitted to Arbitration.

ARTICLE 13. INSURANCE

13.1. Association Obligations. The Association shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, Board and Manager, if any, from liability in connection with the Shared Elements, which policies shall name all Members as additional insureds. Such policy shall provide coverage of at least \$2,000,000.00 for bodily injury and

property damage for any single occurrence resulting from the operation, maintenance or use of the Shared Elements, and coverage for any legal liability resulting from law suits related to employment contracts in which the Association is a party. Such policy shall name the owners of the Lots as additional insured and shall provide for at least ten (10) days' written notice to the Board, to the Owners of the Lots, and to each holder of a first mortgage on any Lot before the insurer can cancel or substantially modify it. Also, the Board shall have authority to purchase worker's compensation insurance and insurance to indemnify the Directors and Officers for losses in managing the Association's affairs. The premiums for all the aforementioned insurance coverage shall be a common expense. Each Owner, at his own cost, shall be responsible for his own insurance on his own Lot and his additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the Lot, and the Owner's personal liability to the extent not covered by the liability insurance provided by the Association.

The Board shall obtain fidelity bond coverage for anyone who either handles or is responsible for funds held or administered by the Association. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expense for the Association, including any reserves.

13.2. Declarant-Owned Lots. For so long as Declarant owns a Lot, Declarant shall have the option to maintain public liability insurance on those Shared Elements located on the said Lot, provided that all such policies shall be in the amounts required in Section 13.1 and shall name the Master Association as an additional insured. The Declarant may include PM Development as an additional insured on such public liability policy.

13.3. Sub-Association Obligations. Sub-association shall name the Master Association as an additional insured under any policies that it is required to maintain pursuant to its governing documents.

13.4. Restoration or Reconstruction of Shared Elements After Fire or Other Casualty. Unless otherwise agreed by the Members, neither the Association nor any Member shall be obligated to restore any portion of the Shared Elements, Association Property or other Improvements on a Lot that has been damaged by fire or other casualty, except as may be set forth in the Project Documents, or in the declaration establishing a Condominium on that Lot, following such fire or other casualty.

ARTICLE 14.

TERM; AMENDMENTS; DISSOLUTION

14.1. Duration and Termination. This Declaration and the Association shall continue in full force and effect in perpetuity unless and until there is an affirmative vote to terminate this Declaration and dissolve the Association by a unanimous vote of the Members at a duly called meeting of the Members held for such purpose. Any such vote and determination shall be subject in all respects to any and all applicable requirements of the Restrictive Declaration.

14.2. Amendments.

(a) During the Declarant Control Period, this Declaration may be amended from time to time by a vote of the majority of the Directors. Thereafter, this Declaration may be amended from time to time only by a vote of a majority of the Members acting through the Directors appointed by same, voting at a

duly called meeting of the Members and their Directors. Notwithstanding the foregoing, no amendment altering or adversely affecting the rights or interests of a Recognized Mortgagee shall be effective without the written consent of a Recognized Mortgagee. In addition, no amendment deleting or adversely affecting any easement benefitting any Lot owned by a party other than the Declarant, nor any exercise of Declarant Rights pursuant to Section 3.2 hereof having such effect upon any easement, shall be effective without the written consent of the owner of such Lot. Notice of such vote, containing the date, time and place of the meeting and a copy of the proposed amendment, shall be mailed or delivered by the Association to all Members, each Director and, in the case of any amendment altering or adversely affecting the rights or interests of a Recognized Mortgagee, to each Recognized Mortgagee at least fifteen (15) days prior to the date of the meeting.

(b) The Association, upon the initiative of the Board or pursuant to a written petition signed by the Director designated by a particular Member and delivered to the Board, may propose an amendment to this Declaration to the Members. If the amendment is proposed by petition to the Board as provided in the previous sentence, the Board shall be obligated to present it to the Members for a vote.

14.3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, Association Property, if any shall exist, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

ARTICLE 15. SPECIAL PROVISIONS

15.1. Transferee and Interest Holder Acknowledgements.

(a) Each Person (including any Interest Holder) acquiring a fee or leasehold interest in a Lot or any portion thereof (including, without limitation, any Unit) or any other portion of the Subject Property, or otherwise occupying any portion thereof (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration), covenants and agrees for himself, herself, themselves, or itself, and for his, her, their or its heirs, successors and assigns, (a) to observe, perform and be bound by the provisions of this Declaration, (b) that, by acceptance of a deed, lease or such other instrument with respect to all or any part of a Lot (including, without limitation, any Unit), such Person expressly assumes the obligations to pay Assessments imposed to carry out the Association's obligations under this Declaration. The foregoing recital shall be incorporated in every deed conveying title to a Lot or Unit and every declaration establishing a Lot as a Condominium, however, failure to include these provisions shall not relieve a Member or Unit Owner from the obligation to comply with same.

(b) Each Person (including any Interest Holder) acquiring a fee interest in a Lot or Unit vests in the Association, or its agents, the right and power (x) to bring all actions against such Person for collection of Assessments and other Obligations, and (y) where applicable, to enforce the Assessment Lien hereunder by all methods available for the enforcement of liens against real property, including foreclosure. Each such Person, by acceptance of any such instrument, expressly grants the Association a power of sale in connection with such foreclosure.

15.2. Incorporation into Instruments of Conveyance. The requirement in **Section 14.1(a)** shall be satisfied by a reference in the deed, lease or occupancy agreement to this Declaration and the provisions thereof. Failure to include the specific provisions of this Declaration in any such deed, lease or occupancy agreement, shall not relieve any Person acquiring the interest conveyed thereby (any such Person, a “**Bound Party**”) from any obligations under this Declaration, nor shall it render the Bound Party liable to the Association for damages. The Association shall, however, have the right to require that the Bound Party reform its document so as to specifically comply with the foregoing obligations hereunder.

15.3. Mortgagee Provisions.

(a) A Recognized Mortgagee will be entitled to receive written notification from the Association of: (i) any proposed termination of the Association; (ii) any delinquency in payment of Assessments with respect to a Lot owned by the Member that is its borrower where such delinquency has existed for thirty (30) days following notice from the Association to the Member that same is due; (iii) any other material violation of or default under this Declaration by the Member that is its borrower that has existed for sixty (60) days following notice from the Association to the Member of such violation; and any proposed amendments that may alter or adversely affect the rights or interests of a Recognized Mortgagee.

(b) No amendment to this Declaration that may alter or adversely affect the rights or interests of a Recognized Mortgagee shall be effective without the written consent of each Recognized Mortgagee.

(c) A Recognized Mortgagee receiving a notice of a Member’s delinquency in payment of Assessments or other default by a Member pursuant to clause (a) of this Section shall have a period of thirty (30) days to cure the default by paying all the past due Assessments, which period shall commence on the date the Member’s cure period expires without Member having cured such delinquency and shall run for 30 days from the last day of Member’s cure period, and shall have a period of thirty (30) days to cure any other Member default, or if such other default cannot reasonably be cured within a thirty (30) day period, such additional period of time, not to exceed one hundred and twenty (120) days as may be reasonably required to cure such other default, provided that the Recognized Mortgagee has commenced such cure during the initial 30 day period . During such the period allowed for a Recognized Mortgagee to cure defaults, the Association shall not commence proceedings to foreclose its Assessment Lien, and in any event, the Association will not seek issuance of a judgment of foreclosure until after expiration of the cure period afforded to a Recognized Mortgagee.

(d) If a receiver is appointed by a Recognized Mortgagee or any other mortgagee of a Lot or holder of a lien on a Lot, the mortgagee or lien holder shall become liable for Assessments from and after the date the receiver is appointed.

(e) A Recognized Mortgagee may be granted a collateral assignment of the Declarant’s rights hereunder, provided, however, that the Declarant shall be entitled to exercise all of its Declarant Rights hereunder notwithstanding any assignment to a Recognized Mortgagee, unless and until the Recognized Mortgagee shall have provided written notice to the Declarant and, following the Effective Date, to the Association, following a default by the Declarant to such Recognized Mortgagee and the expiration of any applicable cure periods.

15.4. Condominium Provisions.

(a) The by-laws of any Condominium shall be deemed to have incorporated into them the requirement that if a holder of a mortgage on a residential Unit, or a holder of a recorded mortgage on any other Unit, requires notice of any of the actions by the Association, it shall be the obligation of the board of directors of such Condominium, not the Association, to provide such information to the mortgagee. Accordingly, the Association shall have no obligation to provide notice of any actions to the holder of a mortgage on a residential Unit, or to a holder any recorded mortgage on any other Unit.

(b) The by-laws of any such Condominium shall be deemed to have incorporated into them the requirement that if a mortgagee of a Unit desires to receive notice from the Board pertaining to particular actions of its borrower, the Condominium or the Association, such mortgagee must provide to the board of managers of such Condominium written notice including its name and address, and a list of the information as to which it requests notice, consistent with the Bylaws and this Declaration. Upon the Association's written request from time to time, such board of managers shall furnish the Association with a list of the names and addresses of each mortgagee of a Unit in the Condominium of which the board of managers has received notice pursuant to the provisions of the foregoing sentence.

(c) **Multiple Person Owners.** If any Lot is owned by more than one Person, all Persons comprising Owner shall give to the Association a single written statement, executed and acknowledged by all of them, in form proper for recording, which shall (a) designate one Person, having an address in the State of Maine to whom shall be given, as agent for all Persons comprising Owner, all notices thereafter given to such Owner, (b) designate such Person, as agent for the service of process in any action or proceeding against such Owner, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations hereunder and (c) designate such Person, as agent for Owner, as having the authority to exercise all approval and consent rights of such Owner hereunder and to bind the Persons comprising Owner. Thereafter, until such designation is revoked by notice given by all Persons comprising Owner or their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Section collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the Persons comprising Owner at the same time that such notice or legal process is given to, or served upon, such agent. If the Persons comprising Owner shall fail so to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked as aforesaid and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the Persons comprising Owner as agent for Owners and such notice or legal process shall be deemed to have been given to, or served upon, Owner at the same time that such notice or legal process is given to, or served upon, any one of the Persons comprising Owner and each of them shall be deemed to have appointed each of the other Persons comprising Owner as agent for the receipt of notices and the service of legal process as stated above. An Owner that is a board of managers of a Condominium is not deemed a "multiple owner" for purposes of this Section.

ARTICLE 16. GENERAL PROVISIONS

16.1. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

16.2. **Notice.** Any notice required under this Declaration to be sent to any Person shall be deemed to have been properly given five (5) days after mailing, certified mail with postage prepaid, to the last known address of the Person appearing as such on the records of the Association at the time of such mailing, except notices of change of address which shall be deemed to have been given when received.

16.3. **Conflict with Laws.** The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or item prohibited by applicable zoning laws, or laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

16.4. **Dispute Resolution.** Disputes under this Declaration (e.g., between Members or between Members and the Association) in connection with Assessments, withholding or delaying consent, acting in accordance with this Declaration, or any other instances pursuant to this Declaration where a dispute cannot be resolved among the parties themselves, shall be resolved through Arbitration.

16.5. **Enforceability.** The provisions of this Declaration shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all Members), and by any Member and said Member's successors and assigns, through actions at law or by suits in equity.

16.6. **No Waiver by Failure to Enforce.** The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto.

16.7. **Effect of Unenforceability or Invalidity of Provision of Declaration.** The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

16.8. **Reliance on Documents.** In making determinations or taking any action pursuant to this Declaration or otherwise, the Association may rely and/or act on any document or instrument believed by the Association in good faith to be genuine and executed by the proper party.

16.9. **Right of Association to Transfer Interest.** Notwithstanding any other provision herein to the contrary, but subject to the provisions of the Restrictive Declaration and all other Project Documents, the Association and its successors shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation, association or trust. Upon such assignment, the successor corporation, association or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the successor corporation, association or trust had been an original party. Any such assignment shall be accepted by the successor corporation, association or trust under a written agreement pursuant to which the successor corporation, association or trust expressly assumes all the duties and obligations of the Association.

16.10. **Right of Association to Transfer Functions.** Unless otherwise specifically prohibited herein or the Formation Documents, any and all functions of the Association shall, upon duly adopted vote of the Members, be transferable in whole or in part to any other property owners' association or

similar entity satisfying the applicable requirements of the Project Documents, or to the City.

16.11. **Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

16.12. **Gender and Number.** Wherever the context of this Declaration so requires, words used in the neuter gender shall include the masculine and feminine genders, words used in the masculine and feminine genders shall include the neuter gender; words in the singular shall include the plural; and words in the plural shall include the singular.

16.13. **Remedies Cumulative.** Each remedy afforded the Association herein is cumulative and not exclusive.

16.14. **Ratification of Prior Acts.** The authority given the Association and Declarant hereunder shall be deemed retroactive and any and all acts authorized hereunder, whether performed heretofore or hereafter by the Association and/or Declarant, are hereby ratified and affirmed in all respects.

16.15. **Counterparts.** This Declaration may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Persons comprising Declarant shall bind each such Person as if they had each executed the same counterpart.

No Further Text. Signature Pages Follow.

IN WITNESS WHEREOF, Pepperell Mill Progression, LLC, the Declarant, has caused this instrument to be executed by Cross Mocer, in his capacity as Manager of Pepperell Mill Progression Manager, LLC, which is Manager of Pepperell Mill Progression Member, LLC,, the sole Member of Pepperell Mill Progression, LLC, hereunto duly authorized,

Witness:

[Signature]

DECLARANT:

Pepperell Mill Progression, LLC,
a Delaware limited liability company,

By: Pepperell Mill Progression Member, LLC,
a Delaware limited liability company
Its: Sole Member

By: Pepperell Mill Progression Manager, LLC
a Texas limited liability company
Its: Manager

By:

[Signature]

Name: Cross Mocer

Its: Manager

STATE OF TEXAS

COUNTY OF Travis

December 13, 2021

Then personally appeared the above-named Cross Mocer, manager of Pepperell Mill Progression Manager, LLC, which is Manager of Pepperell Mill Progression Member, LLC,, the sole Member of Pepperell Mill Progression, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entities.

Before me,

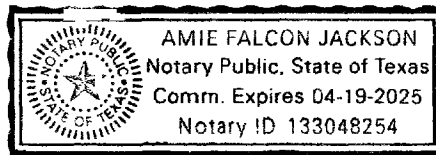
[Signature]

Notary Public

Print Name: Amie Falcon Jackson

My Commission Expires: 04-19-2025

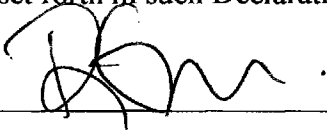
[Declarant's signature page to Declaration of Pepperell Mill Progression, LLC]



JOINDER OF PEPPERELL MILL DEVELOPMENT, LLC

PEPPERELL MILL DEVELOPMENT, LLC, being the owner of the real property described on Exhibit B attached hereto, does hereby join in this Declaration for the sole and limited purposes of subjecting the real estate described on Exhibit B attached hereto to the covenants, conditions, easements, restrictions and agreements set forth in the foregoing Declaration of Covenants, Conditions Easements and Restrictions, becoming the beneficiary and holder of the covenants, conditions, easements, restrictions and agreements set forth in the foregoing Declaration and to consent to the terms and conditions set forth in such Declaration.

Witness:

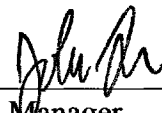


PEPPERELL MILL DEVELOPMENT, LLC
a Delaware limited liability company

By: PEPPERELL MILL DEVELOPMENT
MANAGER, LLC
a Texas limited liability company
its Manager

By:

John Griggs, Manager



STATE OF TEXAS

COUNTY OF Texas

December 13, 2021

Then personally appeared the above-named John Griggs, manager of Pepperell Mill Development Manager, LLC, which is Manager of Pepperell Mill Development, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entities.

Before me,



Notary Public

Print Name: Amie Falcon Jackson

My Commission Expires: 4-19-2022

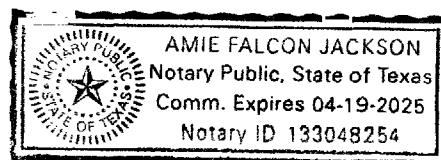


EXHIBIT A
(Land of Pepperell Mill Progression, LLC)

Occupied Buildings and Common Areas:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the northerly side of Main Street in the City of Saco, County of York and State of Maine, as shown and set forth on a plan entitled Functional Subdivision The Mills at Pepperell, Main Street, Biddeford, York County, Maine made for Pepperell Mill Progression, LLC and Pepperell Mill Development, LLC, prepared by Owen Haskell, Inc., Professional Land Surveyors, dated December 10, 2021, as recorded in Plan Book 420, Page 43 (the "Plan"), and being bounded and described by the following metes and bounds, **however, specifically excepting therefrom** those certain Buildings/Parcels as shown on said Plan that are thereon designated as Building/Parcel No's 11, 12, 19, 20, 30, 36, and Smokestack Parcel 38:

Beginning on the northerly sideline of Main Street at the southeasterly corner of land now or formerly of Main St., LLC as described in deed book 6392, page 208, thence N 07°04'00" E along land of said Main St., LLC, land now or formerly of Luma LLC as described in deed book 14489, page 467, land now or formerly of J. Parison Holdings, LLC as described in deed book 17621, page 630 and land now or formerly of Polakewich Block, LLC 149.89 feet;

Thence, N 82°56'00" W along land of said Polakewich Block, LLC 52.93 feet to land now or formerly of EHDG Development Properties as described in deed book 5609, page 187;

Thence the following courses and distances along land of said EHDG Development Properties:

N 47°46'00" E a distance of 40.56 feet;
S 82°56'00" E a distance of 26.48 feet;
N 07°04'00" E a distance of 45.00 feet;
N 82°56'00" W a distance of 18.35 feet;
N 42°16'45" W a distance of 108.52 feet to land now or formerly of Praetorium LLC as described in deed book 17843, page 298;

Thence, N 47°43'15" E along said Praetorium LLC 6.20 feet;

Thence, N 82°55'00" W continuing along Praetorium LLC and land now or formerly of 1-3A Beacon LLC as described in deed book 1422, page 808 a distance of 147.54 feet;

Thence, N 07°05'00" E along said 1-3A Beacon LLC 1.00 feet;

Thence, N 82°55'00" W continuing along 1-3A Beacon LLC 106.30 feet to the northerly sideline of said Main Street;

Thence, N 48°02'15" W along the northerly sideline of Main Street 60.08 feet to the southeasterly corner of land of Gallagher's Rainbow, Inc. as described in deed book 9554, page 212;

Thence, N 08°46'30" E along land of said Gallagher's Rainbow, Inc. 80.30 feet;

Thence, N 47°33'30" E continuing along land of Gallagher's Rainbow and land now or formerly of LHL Holding, LLC as described in deed book 17085, page 431 a distance of 39.62 feet;

Thence, N 79°25'15" E along land of said LHL Holdings, LLC 67.07 feet to a capped iron rod stamped #1209;

Thence, N 07°06'30" E continuing along LHL Holdings, LLC 516.12 feet to the southerly sideline of Saco Falls Way marked by a capped iron rod found stamped #1209;

Thence, S 82°58'00" E along the southerly sideline of said Saco Falls Way 179.70 feet to The Mills at Saco Fall, LP as described in deed book 15787, page 114;

Thence the following courses and distances along said The Mills at Saco Falls, LP:

S 07°07'30" W a distance of 120.56 feet;

S 18°03'30" E a distance of 41.00 feet to a capped iron rod found stamped #239;

S 54°06'30" E a distance of 76.51 feet;

N 82°04'00" E a distance of 84.36 feet;

S 83°00'15" E a distance of 123.19 feet;

S 06°48'00" W a distance of 188.28 feet;

S 04°22'30" E a distance of 103.96 feet;

S 56°35'45" E a distance of 78.18 feet to land now or formerly of City of Biddeford as described in deed book 16930, page 51;

Thence, S 14°20'20" E along the said City of Biddeford 35.48 feet;

Thence, S 83°00'19" E continuing along the land of the City of Biddeford 142.66 feet;

Thence, N 02°33'01" W along the land of the City of Biddeford 32.04 feet to a drill hole found;

Thence, S 83°14'45" E a distance of 116 feet, more or less to the thread of the Saco River;

Thence, Southeasterly along the thread of the Saco River 870 feet, more or less to said Main Street;

Thence, Southwesterly 121 feet, more or less to a point being S 45°19'45" E from the last-mentioned drill hole found;

Thence the following courses and distances along the northerly sideline of Main Street:

S 84°42'59" W a distance of 20.84 feet;

S 76°56'30" W a distance of 162.98 feet;

N 87°16'00" W a distance of 100.08 feet;

N 74°21'27" W a distance of 271.59 feet;

N 73°35'33" W a distance of 82.49 feet;

N 82°03'00" W a distance of 233.46 feet;

N 77°46'00" W a distance of 95.18 feet;

N 68°43'00" W a distance of 49.70 feet;

N 59°11'00" W a distance of 36.11 feet;
N 56°23'30" W a distance of 48.57 feet to the point of beginning, containing 788,128 s.f. or 18.09 acres, more or less.

Together with rights and easements set forth in Utility Easement by and between Westpoint Home, Inc. and North Dam Mill, LLC dated November 18, 2008 and recorded in Book 15532, Page 471.

Together with the easements and rights, if any, located in the City of Biddeford, York County, Maine, as more particularly reserved by The Mills at Pepperell, LLC or otherwise held by The Mills at Pepperell, LLC pursuant to the following instruments: the Quitclaim Deed with Covenant from The Mills at Pepperell, LLC to City of Biddeford dated as of April 29, 2014 and recorded in the York County Registry of Deeds on November 25, 2014 in Book 16930, Page 51; the Riverwalk Easement Agreement (Phase III) with the City of Biddeford dated as of April 29, 2014 and recorded in said Registry of Deeds on November 29, 2014 in Book 16930, Page 61.

TOGETHER WITH the exceptions, reservations, restrictions, easements and conditions set forth in the Quitclaim Deed from Sunbeam Products, Inc. to North Dam, LLC dated April 30, 2004 and recorded in the York County Registry of Deeds in Book 14072, Page 296.

TOGETHER WITH the exceptions, reservations, restrictions, easements and conditions set forth in the Quitclaim with Covenant Deed from The Mills at Pepperell, LLC to North Dam, LLC dated December 6, 2012 and recorded in the York County Registry of Deeds in Book 16478, Page 953.

Together with the following historical rights and easements:

Easement One:

Those rights and easements conveyed by York Manufacturing Company to Cumberland County Power and Light Company by Indenture dated September 22, 1938, recorded in York County Registry of Deeds, Book 935, Page 332 for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217, including the bridge, penstock and pipelines, the intake, screen chamber and gates to the center of the Saco River.

Easement Two:

Right and easement for the purpose of operating, replacing, repairing and maintaining a steam pipe line and a return condensate pipe line, with valves, fittings and necessary appurtenances, together with necessary steel trestles, bridges and wall brackets to support the same as further described by the deed from Saco Realty Corporation to Central Maine Power Company dated November 28, 1958, recorded in said Registry, Book 1396, Page 280, for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217.

Easement Three:

The right to lay a pipeline or pipelines along the canals and/or penstocks of Pepperell Manufacturing Company for the purpose of obtaining sufficient water from above the Upper York Dam for the proper operation of a steam plant as further described in the deed from Pepperell Manufacturing Company to Cumberland County Power and Light Company dated September 22, 1930 and recorded in Book 795, Page 11 to include any and all of the following: the right to excavate the bed of the westerly branch of said Saco River in any part thereof between said northwesterly boundary line of the power house property and said southerly boundary line of the property described in said section 15 therein; the right to take water from the said west branch of the Saco River at any point above Upper York Dam for use on the premises occupied by its manufacturing plant in said Biddeford as the same now is or may hereafter be constituted, the said water to be used for any purpose on said premises except for the generation of water power; and the right to lay, construct and maintain on and across that part of the land thereby conveyed to Cumberland County Power and Light Company which lies northerly of the northerly boundary of the parcel described in section 13 therein a suitable pipe line or lines and a suitable intake to enable Pepperell Manufacturing Company, its successors and assigns, to obtain said water, said intake to be located approximately on a line running northerly from the northeasterly corner of said parcel described in section 13 therein, together with the right to enter on said land for the purposes of laying, constructing, inspecting, repairing and/or replacing said pipe line or lines and intake for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217.

Easement Four:

Right of way and easement for the purpose of ingress and egress on foot and by vehicle from and to Main Street and Buildings 13, 16, 19, 20, 37 and 37B and appurtenant land over the roadway as shown on the Neco Plan for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 1 of deed from West Point -Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928 Page 556.

Easement Five:

Right of way and easement for the purpose of receiving, delivering and shipping goods, merchandise, raw materials and other personal property by vehicle from and to Buildings 16, 19, 20, 37 and 37B over the area as shown on the Neco Plan for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 2 of the deed from West Point -Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928, Page 556.

Easement Six:

Easement to maintain, operate and repair the fire pump and auxiliary equipment located adjacent to the northeast corner of Building 18 as shown on the Neco Plan and all pipes, mains, valves and other equipment connected thereto or used or useful in the operation thereof, for the benefit of Parcels One

and Two as set forth and defined in Paragraph C, section 3 of the deed from West Point - Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928, Page 556.

Easement Seven:

Easement to own, maintain, repair and demolish certain aerial bridges attached to certain buildings as shown on the Neco Plan for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 4, except that bridge referred to in Paragraph C, section 4(b), of the deed from West Point - Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928 Page 556.

Easement Eight:

Right of way and easement for access over the premises conveyed in the deed referenced below for the purposes of maintaining all buildings, walls, foundations, fences, bridges and causeways and other property owned by West Point -Pepperell, Inc., or its successors and assigns, and located on the adjoining premises owned by West Point - Pepperell, Inc., or its successors and assigns, for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 5 of the deed from West Point Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928 Page 556.

Easement Nine:

Easement over the premises conveyed in the deed referenced below for any overhang of, or roof drainpipes on existing buildings located on the adjoining premises owned by West Point -Pepperell, Inc. and for the dripping of water, snow and ice therefrom for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 6 of the deed from West Point -Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928 Page 556.

Easement Ten:

Easement for installation, use, repair and replacement of a fourteen inch water intake system consisting of pipes, penstocks, screen chamber, gates, valves and other related property located in part on the property owned by Sunbeam Products, Inc. as further shown on the Neco Plan for the benefit of Parcels One and Two as set forth and defined in Agreement among Biddeford Textile Corporation, Sunbeam Products, Inc. and WestPoint Stevens Inc., dated May 9, 1997 and recorded May 13, 1997 in Book 8257, Page 323.

Easement Eleven:

Easement and right of way of passage thirty feet wide as shown on the Turkanis Plan for the benefit of Parcel One as set forth and defined in the deed from West Point -Pepperell, Inc. to Daniel Turkanis, dated August 16, 1972 and recorded August 21, 1972 in Book 1960 Page 553; as relocated

pursuant to Plan Book 138, page 19, referred to in Warranty Deed recorded in Book 3575, Page 78 and Warranty Deed (Corrective Deed) recorded in Book 3895, Page 169.

Easement Twelve:

Easement for the purposes of maintaining, repairing, replacing and relocating a sewer line extending from Building 30 of West Point -Pepperell, Inc., to the sewer line of Daniel Turkanis, or his successors or assigns, between Buildings 1 and 2 and the right to use the sewer line of Daniel Turkanis, or his successors or assigns, the point where the sewer line enters other land of West Point -Pepperell, Inc., as shown on the Turkanis Plan for the benefit of Parcels One and Two as set forth and defined in the deed from West Point -Pepperell, Inc. to Daniel Turkanis, dated August 16, 1972 and recorded August 21, 1972 in Book 1960 Page 553.

Easement Thirteen:

Easement to enter upon, under and through the land and buildings conveyed pursuant to the deed described below for the purpose of inspecting the sewer line, the steam line and the canals, and for the purpose of repairing, replacing, maintaining and relocating said lines and canals as shown on the Turkanis Plan for the benefit of Parcels One and Two as set forth and defined in the deed from West Point-Pepperell, Inc., to Daniel Turkanis, dated August 16, 1972 and recorded August 21, 1972 in Book 1960 Page 553.

Easement Fourteen:

Right of way and easement for the purpose of passage of vehicles and pedestrians on and over the land as set forth and described in the deed from West Point - Pepperell Foundation, Inc. to Maine Energy Recovery Company dated January 9, 1986 and recorded January 15, 1986 in Book 3736, Page 62 and more particularly shown on the plat of survey entitled "Plan showing proposed acquisition of lands by Maine Energy Recovery Company from George W. Newman III & West Point-Pepperell Inc., Biddeford, Maine" prepared by Dow & Coulombe, Inc., dated June 5, 1985 and revised June 11, 1985, recorded in the York County Registry of Deeds July 17, 1985, in Plan Book 138, Page 19.

EXHIBIT B
(Land of Pepperell Mill Development, LLC)

Unoccupied Buildings:

Certain Buildings/Parcels, being lots or parcels of land, together with the buildings and improvements thereon, located in the City of Biddeford, County of York, State of Maine, and being Building/Parcel No.'s 11, 12, 19, 20, 30, 36, and Smokestack Parcel No. 38, all as shown on a plan entitled Functional Subdivision The Mills at Pepperell, Main Street, Biddeford, York County, Maine made for Pepperell Mill Progression, LLC and Pepperell Mill Development, LLC, prepared by Owen Haskell, Inc., Professional Land Surveyors, dated December 10, 2021, as recorded in Plan Book 420, Page 43 (the "Plan").

Together with rights and easements set forth in Utility Easement by and between Westpoint Home, Inc. and North Dam Mill, LLC dated November 18, 2008 and recorded in Book 15532, Page 471.

Together with the easements and rights, if any, located in the City of Biddeford, York County, Maine, as more particularly reserved by The Mills at Pepperell, LLC or otherwise held by The Mills at Pepperell, LLC pursuant to the following instruments: the Quitclaim Deed with Covenant from The Mills at Pepperell, LLC to City of Biddeford dated as of April 29, 2014 and recorded in the York County Registry of Deeds on November 25, 2014 in Book 16930, Page 51; the Riverwalk Easement Agreement (Phase III) with the City of Biddeford dated as of April 29, 2014 and recorded in said Registry of Deeds on November 29, 2014 in Book 16930, Page 61.

TOGETHER WITH the exceptions, reservations, restrictions, easements and conditions set forth in the Quitclaim Deed from Sunbeam Products, Inc. to North Dam, LLC dated April 30, 2004 and recorded in the York County Registry of Deeds in Book 14072, Page 296.

TOGETHER WITH the exceptions, reservations, restrictions, easements and conditions set forth in the Quitclaim with Covenant Deed from The Mills at Pepperell, LLC to North Dam, LLC dated December 6, 2012 and recorded in the York County Registry of Deeds in Book 16478, Page 953.

Together with the following historical rights and easements:

Easement One:

Those rights and easements conveyed by York Manufacturing Company to Cumberland County Power and Light Company by Indenture dated September 22, 1938, recorded in York County Registry of Deeds, Book 935, Page 332 for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217, including the bridge, penstock and pipelines, the intake, screen chamber and gates to the center of the Saco River.

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Right and easement for the purpose of operating, replacing, repairing and maintaining a steam pipe line and a return condensate pipe line, with valves, fittings and necessary appurtenances, together with necessary steel trestles, bridges and wall brackets to support the same as further described by the deed from Saco Realty Corporation to Central Maine Power Company dated November 28, 1958, recorded in said Registry, Book 1396, Page 280, for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217.

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The right to lay a pipeline or pipelines along the canals and/or penstocks of Pepperell Manufacturing Company for the purpose of obtaining sufficient water from above the Upper York Dam for the proper operation of a steam plant as further described in the deed from Pepperell Manufacturing Company to Cumberland County Power and Light Company dated September 22, 1930 and recorded in Book 795, Page 11 to include any and all of the following: the right to excavate the bed of the westerly branch of said Saco River in any part thereof between said northwesterly boundary line of the power house property and said southerly boundary line of the property described in said section 15 therein; the right to take water from the said west branch of the Saco River at any point above Upper York Dam for use on the premises occupied by its manufacturing plant in said Biddeford as the same now is or may hereafter be constituted, the said water to be used for any purpose on said premises except for the generation of water power; and the right to lay, construct and maintain on and across that part of the land thereby conveyed to Cumberland County Power and Light Company which lies northerly of the northerly boundary of the parcel described in section 13 therein a suitable pipe line or lines and a suitable intake to enable Pepperell Manufacturing Company, its successors and assigns, to obtain said water, said intake to be located approximately on a line running northerly from the northeasterly corner of said parcel described in section 13 therein, together with the right to enter on said land for the purposes of laying, constructing, inspecting, repairing and/or replacing said pipe line or lines and intake for the benefit of Parcels One and Two as set forth and defined in the deed from Central Maine Power Company to Pepperell Manufacturing Company dated September 15, 1964 and recorded October 12, 1964 in Book 1622, Page 217.

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defined in Paragraph C, section 2 of the deed from West Point -Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928, Page 556.

Easement Six:

Easement to maintain, operate and repair the fire pump and auxiliary equipment located adjacent to the northeast corner of Building 18 as shown on the Neco Plan and all pipes, mains, valves and other equipment connected thereto or used or useful in the operation thereof, for the benefit of Parcels One and Two as set forth and defined in Paragraph C, section 3 of the deed from West Point - Pepperell, Inc., to Biddeford Textile Company dated November 17, 1971 and recorded November 17, 1971 in Book 1928, Page 556.

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Sunbeam Products, Inc. and WestPoint Stevens Inc., dated May 9, 1997 and recorded May 13, 1997 in Book 8257, Page 323.

Easement Eleven:

Easement and right of way of passage thirty feet wide as shown on the Turkanis Plan for the benefit of Parcel One as set forth and defined in the deed from West Point -Pepperell, Inc. to Daniel Turkanis, dated August 16, 1972 and recorded August 21, 1972 in Book 1960 Page 553; as relocated pursuant to Plan Book 138, page 19, referred to in Warranty Deed recorded in Book 3575, Page 78 and Warranty Deed (Corrective Deed) recorded in Book 3895, Page 169.

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