

City of Biddeford

Planning Board

February 03, 2021 6:00 PM Zoom: Feb 3, 2021 06:00 PM Eastern Time (US and Canada)

Topic: Planning Board Meeting

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1. DECLARATION OF QUORUM/VOTING MEMBERS

2. ADJUSTMENTS TO THE AGENDA

3. PLANNER'S BUSINESS

4. CONSENT AGENDA

4.A. Approval of Minutes from Planning Board of January 20, 2021

[PB Minutes 12021-DRAFT.pdf](#)

5. UNFINISHED BUSINESS

6. NEW BUSINESS

6.A. 2020.39 Public Hearing take comments, and make a recommendation to the City Council regarding various zoning amendments related to the Historic Preservation Ordinance.

[2021.01 Historic Preservation Ordinance Amendments Packet 1_13_2021.pdf](#)

6.B. 2020.08 Final Subdivision/Site Plan Review Submission for K & S Development to construct a 3-Unit "Townhouse" style condominium project at 45 Hill Street (Tax Map 39, Lot 112) in the MSRD-2 Zone.

[45 Hill Street Resubmission 01-25-2021.pdf](#)

[2020.08 Draft FOF for 45 Hill Street.pdf](#)

[2020.08 PB Report KS Devlp - 012821.pdf](#)

[Bangor Savings Letter.pdf](#)

[Saucier Final Review Email 45 Hill 012521.pdf](#)

6.C. Discussion: Residential Density Bonus in the MSRD-2 and residential densities in other zones

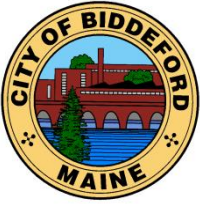
[1-19-2021 PB Directive-Density Bonus MSRD-2-Affordable Housing-ORDER.pdf](#)

[1-19-2021 PB Directive-Density Restriction Relief-ORDER.pdf](#)

7. OTHER BUSINESS

8. 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.



CITY OF BIDDEFORD

Planning and Development Department

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Planning Board Meeting Minutes (DRAFT)

Date: January 20, 2021
Time: 6:00 PM
Location: REMOTE ACCESS MEETING (1MRSA § 403-A permits public proceedings through remote access during the declaration of state of emergency due to COVID-19).

1. Pledge of Allegiance
2. Declaration of Quorum/Voting Members
 - Quorum Present: Chair William Southwick, Sean Tarpey, Spiros Droggitis, Michael Cantara (Alternate Voting Member).
 - Absent: Bruce Benway, Roch Angers, Alexa Plotkin (Alternate Voting Member)
3. Adjustments to the Agenda
4. Planner's Business
5. Consent Agenda
 - 5.A. Approval of Planning Board Meeting Minutes of December 16, 2020
 - MOTIONS:
 - Cantara-MOTION: To approve Meeting Minutes for December 16
 - Droggitis-SECOND with the caveat that typos be repaired
 - Chair Southwick-Roll Call for Vote-Unanimous Approval (4-0) all in favor (Tarpey, Droggitis, Cantara & Southwick)
6. Unfinished Business
7. New Business
 - 7A. New Business-Packet Summary-January 20, 2021
 - It was discussed that Planner Tansley put the summary packet together for the Board to peruse before the meeting in his absence.
 - 7B. 2020.41 Shoreland Zoning Determination of Greatest Practical Extent for Linda Nash & Steve Rosenfield at 1 Sea Spray Drive (Tax Map 67, Lot 26-1) in the Coastal Residential and Limited Residential (Shoreland Zone).
 - Chris DiMatteo, Consulting Planner, did a brief overview of the project.
 - Mike Morse of Morse Environmental Consulting represented the home owners and spoke on the project.
 - Mr. Tarpey asked Mr. Morse what was his take on moving the Greatest Practical Extent away from the resource area.

- Mr. Morse answered that the ordinance has removed any subjectivity from this design due to the specific language. The ordinance sets standards for:
 - a. Size
 - b. Slope
 - c. Structures
 - d. Abutters
 - e. Vegetation
 - f. Septic System
- Mr. Tarpey voiced that he didn't feel he got an answer to his question.
- Mr. DiMatteo mentioned that it is practical for the Board to make determinations based on what is presented. Some options may not be presented as cost may come into it or for other reasons.
- Mr. Cantara asked why the driveway has not been used to pull back the building.
- Mr. Morse answered that the lot is small and is laid out longitudinally. There is not a lot of depth to move the driveway, there would be no turning radius changing the driveway would not be practical or natural.
- Mr. Cantara said that he is not convinced moving the driveway is not a possibility.
- Mr. Morse said they are trying to strike a balance.
- Chair Southwick opened the meeting to the public:
- Joe Lyons of 27 Sea Spray Drive: Mr. Morse's response about the driveway makes no sense to Mr. Lyons, it is a dirt road. Mr. Lyons spoke about a new house across the street from him (28 Sea Spray) when this project was brought to the Planning Board the public and Board was presented with a footprint and could see where on the lot the house would be placed. Mr. Lyons wants to know where the new house is going and why there is no footprint on the plans. Mr. Lyons also wants to know why the marsh across the street has not been taken into consideration and is not on the plan.
- Carol Chiungos of 5 Sea Spray Drive: would like to know why the % of lot coverage is listed as TBD. The % of lot coverage should be known ahead of time. Ms. Chiungos would also like to know why there is no septic information. Ms. Chiungos would like to know how many bedrooms will be in the new house and how big the new house will be.
- Mr. Morse answered that there were assumptions made in determining the distance of the salt marsh to the locus property and septic. The assumed distance was over 81' to the coastal wetland edge and the structure would be over 100' to the marsh. The surveyor did not feel it was necessary to include the marsh on the plan as he did not believe it was a factor to the locus and new structure.
- Mr. Morse also said it is too early to determine a footprint for the new structure. The team is compiling information and are working with the Codes Enforcement Officer once information is analyzed footprint will be started.

- Chair Southwick opened the meeting up to the public again as more hands were raised.
- Richard Herlihy 81 Granite Point Road (Abutter): Mr. Herlihy would like to know what is going to be built, he feels that there must be a rough idea as to what is to be built, he does not believe that there is no idea yet.
- Joe Lyons 27 Sea Spray Drive: Mr. Lyons believes Mr. Morse is being disingenuous about the process, the fact that the marsh is not relevant does not make sense. His neighbor submitted a footprint of the house he thinks a footprint should be submitted to determine where on the lot the house would stand and what the greatest practical extent will be. Mr. Lyons feels that Mr. Morse is avoiding answering the questions.
- Chair Southwick asked Mr. DiMatteo to look at page 32 if this is an overlay of the proposed new structure, diagram SEI.I.
- Mr. DiMatteo read from the ordinance on reconstruction or replacement of the house. Mr. DiMatteo said the ordinance relies on the original structure and as a Board we rely on what is provided by the applicant.
- Chair Southwick then closed the meeting to the public
- Mr. Morse said he was sorry if he appears disingenuous and does not want to offend anyone. Mr. Morse is bound to the ordinance and its provisions. The ordinance does not require the designer to provide what may go on the lot. The house is not designed yet. The HHE-200 just came back, the existing house has 4 bedrooms, the HHE-200 shows the proposed house also has 4 bedrooms. Lot coverage is unknown, the existing structure exceeds the lot coverage declared in the ordinance, the proposed structure will be no greater than the existing home. Because the marsh is in excess to the 100' setback line it was not considered to be important to have on the plan.
- Mr. Tarpey is concerned that the wetland should be on the plan with the distance to the locus property shown.
- Mr. Cantara echoes Mr. Tarpey's statement about the wetland being shown with the distances on the plan. Mr. Morse has mentioned that the distance of the marsh to the locus property was determined by making a guess and assumption. He would like the specific measurements on the site plan to demonstrate that the marsh is not a factor. Guesses and assumptions make Mr. Cantara very uneasy they are not tangible. Mr. Cantara still questions why the driveway is not being utilized.
- Mr. Tarpey mentioned that the Shoreland projects that are presented are usually reconstruction, either moving or tear down and rebuild. This particular project sounds like a new structure and Mr. Tarpey would like to step back and re-familiarize himself with this part of the ordinance compared to this project. Mr. Tarpey mentioned his confusion about this project.
- Mr. Morse mentioned that the reality is that if they went to build this same structure now, the code would not allow it. In building the new house the team has to adhere to today's ordinance.

- Mr. DiMatteo said that the CEO reviews all Shoreland standards and the rest of the site which is mentioned in the Findings of Fact. In looking at an aerial of the site, the marsh is NW of the site 117' to the edge of the gravel driveway and having the marsh delineated on the plan may not change what they are looking at.
- Chair Southwick asked Mr. Morse if he would ask his client permission to add the proposed footprint to the plan to look at the possibilities of the lot. The only reason this project came to Planning Board is that it is non-conforming in the Shoreland zone, otherwise the CEO would make the decision. The question is of the greatest practical extent of the footprint; the question of the marsh setback has been answered. The Board can require all lines and distances be put on the plan, deny, or approve the project.

MOTIONS:

- Cantara-Motion: Defer further action until various measurements are added and defined on the plan, accept Mr. Morse's offer to ask his clients to add the footprint and to add the septic system on the plan bringing the item back to a future dated meeting.
- Tarpey-Second
- Mr. Morse asked for clarification because providing the proposed footprint is not mandated in the ordinance.
- The Board would like to see the footprint but cannot require it.
- Chair Southwick did a roll call for vote: Motion passed unanimously 4-0 in favor (Tarpey, Cantara, Droggitis & Southwick)

7C. 2020.08 Subdivision Site Plan Review Application for K & S Development to construct a 3-Unit "Townhouse" style condominium project at 45 Hill Street (Tax Map 39, Lot 112) in the MSRD-2 Zone

- Mr. DiMatteo gave an update on the project
- Jonah DeWaters of Oak Point Associates represented the property owners and spoke of the project. He mentioned they were not asking for a decision but came for clarification and questions on comments he had received regarding the project.
- Mr. DeWaters asked about the requirement of a Performance Guarantee, this is a minor subdivision and believes Performance Guarantees are only required for major subdivisions.
- Mr. DiMatteo said this could be determined and used as a condition of approval if needed.
- Mr. DeWaters asked about the comment of the stability of the lot.
- John Korpaczewski, principal of K & S Development, stated that the site is 100% stable.
- Mr. DeWaters would like the Performance Guarantee to be based on bids not estimates due to the potential of extreme differences in the numbers.

- Mr. DeWaters asked if the mailbox grouping is required or if the mailboxes could go on the front of the houses.
- Chair Southwick asked if this requirement is from the City or the USPS
- Mr. DiMatteo stated that the mailboxes can be an approval condition and asked if the property owner could go to the USPS and ask if the mailbox grouping on the side of the road is a requirement from them. If the mailbox grouping is not a USPS requirement to bring back documentation that the postal service is ok with the mail boxes be on the house.
- Mr. DeWaters asked about the lighting plan. The outside lights will be recessed lights focusing down, the cut sheet will show this.
- Mr. DiMatteo said the Board just needs something showing that the proposed lighting will not create a glare problem for the area residents.
- Mr. Korpaczewski stated that there will be no glare, the lights will be lights for coming and going focusing on the doors and garage.
- Chair Southwick confirmed that the lights would be on the face (south side) of the building.
- Mr. DeWaters asked about the screening of the parking, asking for no screening to keep with the rest of the neighborhood and the fact that it is a historic district.
- Mr. DiMatteo stated that the screening is up to Planning Board discretion, this project is not commercial but is a multi-family.
- Mr. Korpaczewski stated the plan is to build a wall out of the original foundation to mimic the wall across the street, the building and hardscape fit with the neighborhood and in his opinion the screening is not necessary.
- Chair Southwick asked if the back will have any vegetation or if it will all be paved.
- Mr. Cantara stated that vegetative screening is good but if it does not add to this project he would not insist on it.
- Mr. DeWaters mentioned that there are no street trees on this side of the street in this area and fears street trees will have a negative impact on the retaining wall.
- Chair Southwick asked which side of the street had the utilities.
- Mr. DeWaters said they were on the same side as the project.
- Mr. Cantara mentioned trees are good.
- Mr. DeWaters responded that they were a maintenance issue.
- Mr. Cantara asked if they had considered other sizes and shapes of trees.
- Mr. DeWaters said he could look at the list of approved vegetation and match something to the neighborhood.
- Mr. DiMatteo mentioned that all that is needed is a bit of greenery and accent.
- Mr. DeWaters said this is doable as Oak Point Associates have landscape architects on staff.
- Mr. DeWaters said they would need waivers from the CEO, front yard setbacks, they have spoken with the CEO and he is fine with the waivers,

they are waiting on his email. They are also asking for a waiver on parking and paving.

- Chair Southwick asked how many cars will be allowed.
- Mr. Korpaczewski answered that each townhouse has a garage plus parking for 1 more car, then the complex has room for 2 additional visitors' spaces.
- Mr. Tarpey asked why they need a waiver on parking.
- Mr. DeWaters said parking is not allowed in the rear and side of lots but they need to use this area due to the size of the lot.
- Mr. Korpaczewski mentioned they have gotten updated approval from the Biddeford Fire Department as there has been no changes to the lot or plan.
- Mr. DeWaters mentioned there will be minor changes on the plan due to comments from other departments such as grading.
- Mr. Cantara asked when they plan to come back to the Board.
- Mr. DeWaters said they are shooting for February 3, 2021
- Chair Southwick reminded them that it depends on the workload for the meeting of February 3, 2021.

MOTIONS:

- Mr. Cantara-Motion: Adjourn
- Mr. Droggitis-Second
- Chair Southwick did a roll call for the vote, motion passed unanimously 4-0 (Cantara, Droggitis, Tarpey, Southwick)
- Mr. Droggitis asked if they were meeting on the 27th, Chair Southwick replied yes.
- Mr. Tarpey asked if there is a chance of asking the City Council to stop sending assignments to the Planning Board.
- Chair Southwick said the Council gets it but things are going so fast and the City does not want to miss out.
- Mr. Tarpey mentioned he was disheartened by the zoning standards decline
- Chair Southwick said Mr. Tarpey is not alone there is pressure for the Council to get the comp plan done. The PEP committee is working on videos and other things to get people's input and more involvement in the City. He assures everyone that the Council understands.

Meeting was adjourned at 7:55 pm.

Planning Board Chair/Vice 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 BOARD

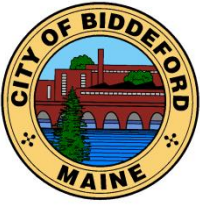
PUBLIC HEARING NOTICE

Date: JANUARY 13, 2021

Time: 6:00 PM

Location: REMOTE ACCESS MEETING (1 MRSA § 403-A).

Information on how to view and/or participate in the meeting will be available after January 8, 2021 at <https://www.biddefordmaine.org/2478/Video-Agendas-Minutes> by selecting the January 13, 2021 Planning Board agenda packet. On behalf of the City Clerk and the Planning Board, the Planning Department provides notice that it will hold a Public Hearing, take comments, and make a recommendation to the City Council regarding a zoning amendment to revise the Historic Preservation Ordinance. This amendment would provide a process for the nomination and addition of historic buildings, landmarks, and sites. This amendment is the first step in the process of attaining "Certified Local Government" status through the Maine Historic Preservation Commission, opening new grant opportunities for historic preservation purposes. Materials for the above item are available for review by calling the Planning Department at 207-284-9115, e-mailing nan.whitten@biddefordmaine.org, or by going to www.biddefordmaine.org/planning.



CITY OF BIDDEFORD

Planning and Development Department

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MEMORANDUM

TO: William Southwick, Chair & Members of the Biddeford Planning Board
Greg Tansley, AICP, City Planner

FROM: Brad Favreau, Economic Development Coordinator

DATE: December 22, 2020

RE: **Proposed Revisions to Historic Preservation Ordinance**

The Historic Preservation Commission is seeking Certified Local Government (CLG) Status through the Maine Historic Preservation Commission. This status opens the city to new grant opportunities for preservation purposes. This grant money may also be used for training and education purposes, as well as conducting an architectural survey of the historic district.

One requirement needed to achieve CLG status is revising our current ordinance to include criteria for establishing new historic sites, historic landmarks, and historic districts, and a procedure for establishing such sites, landmarks, and districts.

In the attached edit of the ordinance, Section 6 provides the criteria and Section 7 provides the procedure for such actions.

Also, under Section 10 (newly revised section) paragraph A, subparagraph 6, establishes a process for certain improvements such as paving, on the property of a "Contributing" building or structure. This subparagraph was added in response to the paving project that covered a cobblestone alley on Pepperell Mill Campus.

Beyond these major additions, minor grammatical and punctuation corrections have been made.

I look forward to discussing these proposed amendments with you at your January 13, 2021 Meeting. In the meantime, if you have any questions please let me know.

Thank you for your attention to this matter.

Article XV

HISTORIC PRESERVATION ORDINANCE

Section 1. Authority.

This ordinance is adopted by the municipal officers of the City of Biddeford, Maine, pursuant to the authority granted under 30-A M.R.S.A. § 3001 and § 3007.

Section 2. Purpose and intent.

- A. Purpose. The purpose of this ordinance is to promote the educational, cultural, economic and general welfare of the City of Biddeford by providing a legal framework within which the residents of the City can protect the historic and architectural heritage of historically significant areas, landmarks and sites while accepting compatible new construction.
- B. Intent. The intent of this ordinance is to create a legal mechanism to further the above-mentioned purpose and to:
 1. Protect, preserve and enhance the outward appearance and architectural features of historic landmarks and structures within designated historic districts and of designated historic landmarks.
 2. Protect and enhance neighborhood character.
 3. Enhance the economic welfare of the City by stabilizing and improving the values of structures and properties within designated historic districts.
 4. Protect and enhance the attractiveness of the City to its home buyers, home owners, residents, tourists, visitors, businesses and shoppers.
 5. Foster civic pride in the City's history and development patterns as represented in such designated historic districts and landmarks.
 6. Apply design standards in a reasonable and flexible manner to prevent the unnecessary loss of the community's historical features and to ensure compatible construction and rehabilitation in historic districts while not stifling change and development or forcing modern recreations of historic styles.
 7. Prevent the demolition or removal of significant historic buildings or structures within designated historic districts or of designated historic landmarks.
 8. Preserve, protect and enhance the essential character of designated historic districts by protecting relationships of groups of buildings and structures.

9. Accept new buildings and structures in designated historic districts, which are designed and built in a manner which is compatible with the character of the district.
10. Encourage the use of environmentally sustainable practices in building construction and renovations, while ~~at the same time~~ supporting the ~~overall~~ purpose of this ordinance being historic preservation.

Section 3. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ALTERATION — Any act or process requiring a building permit and any other act or process not requiring a building permit but specifically listed in this article as a reviewable action, including, without limitation, the repair, reconstruction, demolition or relocation of any structure or object or any part of a structure or object.

ALTERED — The word altered includes "rebuilt," "reconstructed," "rehabilitated," "restored," "removed" and "demolished."

APPLICANT — A person who submits an application for issuance of a certificate of appropriateness.

APPLICATION — A form submitted for approval of alteration, construction, demolition or removal that requires issuance of a certificate of appropriateness.

APPROPRIATE — Refers to those changes in historic properties, landmarks, buildings, structures or sites within historic overlay zones, or sites or landmarks, which are not incongruous with what is historically and architecturally significant as determined by the Commission or its designee.

APPROVAL AUTHORITY — Either the Commission or its designee as provided for in Section 8 of this ordinance.

CERTIFICATE OF APPROPRIATENESS — A certificate issued by the Commission or its designee evidencing approval of specific plans for alteration of a structure or construction on a site in accordance with this article.

CERTIFICATE OF ECONOMIC HARDSHIP — A certificate issued by the Commission or its designee evidencing a hardship variance approved by the Board of Appeals in accordance with Section 11E of this ordinance.

CERTIFICATE OF NONAPPLICABILITY — A certificate issued by the Commission or its designee evidencing a determination that specific plans for alteration of a structure or construction on a site do not require approval under this article.

COMMISSION — The Commission acting as the Historic Preservation Commission established in Section 6 of this ordinance.

CONSTRUCTION — The adding to a structure by an addition, or the erection or placement of any new structure on a lot or property.

CONTRIBUTING — A classification applied to a site, structure or object within an historic district signifying that it contributes generally to the qualities that give the historic district cultural, historic, architectural or archeological significance as embodied in the criteria for designating an historic district, but without being itself a landmark. See Section 17 of this ordinance.

CONTRIBUTING STRUCTURE — A structure located within a designated historic district and identified as contributing to the historical or architectural significance of said district. See Section 17 of this ordinance.

DEMOLITION —

- A. Any act or process that partially or totally destroys a structure or object.
- B. The razing of a building or a structure or the removal of any exterior architectural feature or structure or object.

DEPARTMENT — The Planning Department.

EXTERIOR ARCHITECTURAL FEATURE — The architectural style and general arrangement of the exterior of a building or structure, including but not limited to:

- A. The kind, type, and texture of the building materials;
- B. The type and style of all windows, doors, lights, dormers, roofs, gable cornices, porches, decorative trim, etc.;
- C. The location and treatment of any vehicle access or parking space;
- D. The design of any sign;and
- E. The arrangement of any fencing.

HISTORIC (~~a~~~~D~~~~H~~~~J~~~~I~~.) — Important in or contributing to history.

HISTORIC DISTRICT — Any place or area which includes or encompasses such historic landmarks, buildings, signs, appurtenances, structures or objects as may be designated within this ordinance in Section 5 as appropriate for historic preservation.

HISTORIC LANDMARK — Any improvement, building or structure of particular historic or architectural significance to the City relating to its heritage or cultural, social, economic or political history or which exemplifies historic personages or important events in local, state or national history, as may be designated in accordance with this ~~chapter~~article. An historic landmark does not necessarily need to be located within an historic district.

HISTORIC SIGNIFICANCE — Any building, structure or site identified in Section 179 as contributing. Any building, structure, or site not identified in Section 179 is not considered to possess historical significance.

LANDMARK — A structure that has significant historical, architectural, or cultural meaning and that has been given legal protection from alteration and destruction by City Council. A property, site, structure or object designated as a "landmark" by the City Council.

MASSING — The perception of the general shape and form as well as size of a building.

NONCONTRIBUTING STRUCTURE — Any structure which is neither a contributing structure within a district nor a landmark and is not identified as contributing in Section 179 of this ordinance.

OBJECT — Anything constructed, fabricated or created the use of which does not require permanent or semipermanent location on or in the ground.

ORDINARY MAINTENANCE — Acts of maintenance or repair which do not include a change in the design, material or outer appearance of a structure, including, without limitation, repainting, replacement of materials or windows of the same scale, texture and color, and landscaping other than within an historic landscape district.

OWNER — The person or persons holding record title to the building, site or property; provided, however, the last previous tax roll in the records of the City Assessor's office may be relied upon as showing record ownership in the absence of substantial evidence to the contrary.

PROPERTY — Land and improvements identified as a separate lot for purposes of subdivision, site plan, or zoning regulation.

RELOCATION — Any removal or relocation of a structure on its site or to another site.

RESTORATION — Any act which returns a structure or a feature of a structure to a prior state of historic significance.

RHYTHM — Characterized by the regular recurrence of strong and weak elements.

SCALE — The size or apparent size of an object seen in relation to other objects, people, or its environment or format.

Section 4. Applicability.

This ordinance shall apply to all lands, building, structures, and exterior building features which require a building permit, including but not limited to sign and demolition permits, from the Code Enforcement Office, as identified in Section 10 A. either located within a designated Historic District or designated as an historic landmark in Section 5 of this ordinance.

Section 5. Historic districts and historic landmarks designated.

The following described lands, buildings, structures, or areas of the City of Biddeford are designated as historic districts or historic landmarks:

A. Districts:

1. Downtown Historic District, as defined by the MSRD-1 Zone.
2. Mill Area Historic District, as defined by the MSRD-3 Zone, except for those lands within MSRD-3 located northwest of Elm Street.
3. Mixed Residential Historic District, as defined by the MSRD-2 Zone.

B. Landmarks: All such structures/places, not including districts, identified on the National Register of Historic Places.

Section 6. Eligibility for Historic Designation.

The **historic** districts, **historic** sites, and **historic** landmarks established in accordance with this article chapter shall have one or more of the following characteristics:

- A. History of Biddeford. Structures, buildings or sites at which events have occurred that contribute to and are identified with or significantly represent or exemplify the broad cultural, political, economic, military, social history of Biddeford or the nation, including sites or buildings at which visitors may gain insight or see examples of particular items or of larger patterns in the North American heritage.
- B. Persons. Structures, buildings, or sites associated with important **historic** persons.
- C. Ideas. Structures, buildings, or sites associated with important examples of a great idea or ideal.
- D. Architecture. Structures or structural remains and sites embodying examples of architectural types or specimens valuable for study of a period, style or method of building construction, of community organization and living; landscaping; a single notable structure; or a site representing the work of a master builder, master designer, architect or landscape architect.
- E. Visual continuity. Structures or buildings contributing to the visual continuity of the **historic** district.
- F. National register. Those sites or areas listed on or eligible for listing on the National Register of **Historic** Places or as a National **Historic** Landmark.

Section 7. Establishment of Historic Sites, Landmarks, and New Historic Districts; and Expansion of Existing Historic Districts.

- A. Amendment process. Any person, including acting members of the Historic Preservation Commission, seeking to add or expand historic districts, sites, or landmarks shall request the amendment in writing to the Commission. Any proposal by the Council or Planning Board shall be referred to the Commission for comment before Council action. After receiving the Commission's recommendation concerning the request, the City ~~Administrator~~Manager shall place the matter on the agenda of the City Council. Any applications or designation of buildings, structures, sites and districts shall be in writing.
- B. Application requirements. Applications shall be in writing and shall include the following, as appropriate:
1. A concise description of the physical elements, qualities, architectural style, period and historical significance represented by the building, structure or site, including a consideration of scale, materials, workmanship and spatial qualities, as relevant.
 2. A concise statement of how the building, structure or site meets the review criteria of this chapter/article.
 3. Exterior photographs of the building or structure, and/or a site map, illustrating significant details. In addition, the Commission may request photographs of interior features of particular historic significance. These interior photographs may be provided by the applicant on a voluntary basis and are not required submissions.
 - a. A concise statement of the physical elements which justify making this area an historic district and a description of building types and architectural styles and periods represented
 - b. An explanation of the proposed boundaries of the district.
 - c. Details on the structures that do not contribute to the significance of the district.
 - d. A map showing the location of all district structures.
- C. Studies and recommendations. Before making its recommendation concerning the proposed establishment or expansion of an historic district, historic site or historic landmark, the Commission may conduct studies and research on the proposal. The Commission shall make a report to the City ~~Administrator~~Manager on every request received within six months. Drafts of the report shall also be mailed to the Maine Historic Preservation Commission for review.
- D. Public hearing. Prior to making a recommendation concerning the proposed establishment or expansion of an historic district, historic site, or historic landmark, the Commission shall hold a public hearing on the request, after due notice is provided at least seven days prior to the hearing in a newspaper of general local circulation. Written notice of the proposal shall be given to the applicant, owners of all property to be included within the proposed designation and property within a 200-foot radius of the property under consideration.
- E. Final report. Not later than 30 days after the public hearing, the Commission shall submit a final report to the City Council with the Commission's recommendation.
- F. Action by the City Council. After receipt of the Commission's recommendations, as provided above, the City Council shall consider said proposed designation and approve or disapprove the request. Within 20 days after the designation of any historic district, historic site or historic landmark, the owner of each property so

designated shall be given written notice.

- G. From the time of nomination until the Historic Preservation Board acts upon such nomination, a site, structure, object or area nominated but not yet designated as a landmark or district shall be subject to all of the provisions of Section 12 governing demolition, to the same extent as if designated. Upon final action of the Historic Preservation Board recommending designation, the site, structure, object, or area nominated shall be subject to all of the protections of this article until a final decision on designation by the City Council becomes effective. If the City Council rejects designation or fails to designate a property, that property shall no longer be subject to the provisions of Section 14 of this article.
- H. Applicability of this section. All land, buildings or structures within an historic district are subject to the requirements of this article after a district has been designated by the City Council. All historic sites and landmarks are subject to the requirements of this chapter/article after they have been so designated by the City Council.

Section 86. Historic Preservation Commission membership; meetings.

A. Membership.

1. The Board shall consist of seven members, five voting members and two associate members, each a resident of the City of Biddeford. Each member shall be nominated by the Mayor, confirmed by the City Council, for a three year-term. The Mayor shall have the discretion of appointing members and associate members to the Commission with terms expiring after two years but less than three years for the purpose of staggering appointments throughout a calendar year.
2. Associate members may be made voting members of the Board upon the retirement or no appointment of a voting member. Associate members are expected to participate in all hearings and discussions. They shall vote only if the Chair appoints an associate to act in place of a regular member who is absent or has been disqualified because of conflict of interest.
3. When there is a permanent vacancy, the Mayor shall nominate, with confirmation by the City Council, a new member to serve for the remainder of the unexpired term.
4. No serving municipal officer or official of the City of Biddeford shall serve as a member or associate member of the Board.

B. Member qualifications.

1. All members of the Commission shall be residents of the City of Biddeford.
2. Appointments shall be made on the basis of demonstrated interest, knowledge, ability, experience and desire to promote historic preservation in the City of Biddeford. To the extent possible, members should have a background in architecture, historic preservation, planning, engineering, building construction, or a combination thereof.
3. Ideally a member of the Biddeford Historical Society would be a member, as well as a resident of one of the Historic Districts designated by this ordinance.

C. Removal of an Historic Preservation Commission member.

- I. Members of the Commission may be removed for cause by the City Council. Cause may include, but not necessarily be limited to, the following reasons:
 - a. A member is no longer a resident of the City of Biddeford;
 - b. A member is absent from meetings without good cause; or
 - c. A member conducts himself/herself in a manner that is inconsistent with the official position of the Historic Preservation Commission, such as consistently having conflicts of interest or displaying unprofessional behavior toward applicants, City employees, or members of the public.
2. Removal action may be initiated by the Mayor or the City Council; however, any member proposed for removal shall be given written notice and shall have an opportunity to be heard prior to final action.

D. Commission officers.

1. The Commission shall elect from its voting membership a Chair, Vice Chair, and Secretary. Each officer shall be elected each January and shall serve a term of one year.
2. Elected officers shall be responsible for the following:
 - a. The Chair shall preside at all meetings and shall be responsible for the scheduling of special meetings of the Commission as needed. The Chair shall vote only in case of a tie.
 - b. In the event the Chair is absent or has been recused due to conflict of interest, the Vice Chair shall act as the Chair.
 - c. Secretary: ensures that the records of meetings are accurate and available for the Commission's review and reference.

E. Staff. The Commission shall be staffed by the Planning Department.

F. Meetings.

1. The Commission shall conduct monthly meetings. Meetings shall convene on the second Wednesday of each month, unless prior arrangement and announcement has been made by the Commission.
2. In coordination with the Planning Department, the Chair may call special meetings and workshops as needed.
3. All meetings of the Commission shall be open to the public. All meeting agendas shall be posted at the same location in City Hall as Planning Board agendas no less than seven days prior to the hearing. Materials and records of the meetings shall be maintained and available for public inspection in the Planning Department.

[Amended 3-5-2019 by Ord. No. 2019.14]

4. The Commission shall adopt Roberts Rules of Order and may adopt rules of procedure for the conduct of its business not inconsistent with this article. The Commission shall allow for public comment at all meetings on all applications, with a reasonable amount of time provided to all who wish to speak. In cases where there are applications and a number of those present wish to speak, the Commission may by motion establish a time limit for public comment.

5. Commission meetings shall be called to order when a quorum of the voting members is present. For this purpose a quorum shall be three voting members. When a regular member of the Commission is unable to serve because of conflict of interest, incapacity, absence or lack of confirmed appointment to fill a permanent vacancy, an associate member shall be designated to vote by the Chairman.

6. The Commission shall issue a written decision, appropriately signed by the Chairman, on matters when determined by the Commission to be necessary. The decisions shall include:

- a. A statement of findings and conclusions.
- b. Any conditional actions and the timetable for completion.

G. Conflicts. Any questions raised by any interested party of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting shall be decided by a majority of the members present except the member who is being challenged.

Section ~~9~~7. Responsibilities.

The Historic Preservation Commission shall have the following responsibilities:

- A. Issue certificates of appropriateness for eligible activities identified in Section ~~8~~-10 of this ordinance.
- B. Conduct or administer an ongoing survey to identify historically and architecturally significant areas, sites, structures, and landmarks.
- C. Make recommendations for designation of landmarks or new or expanded districts to the Planning Board.
- D. Advise the City Council, Planning Board, and City Departments, as necessary, regarding the protection of historic landmarks and districts.
- E. Review and make recommendations regarding all national register proposals for properties and districts within the City.
- F. Assist in the development of relevant sections of the City's Comprehensive Plan pertaining to historic resources and historic preservation.
- G. Educate and inform the citizens and property owners in Biddeford concerning the historic and architectural heritage of the City.
- H. To engage in other activities in furtherance of the purposes of this ordinance.

Section 810. Certificate of appropriateness required.

- A. Historic Preservation Commission review. The Historic Preservation Commission shall protect historic districts and historic landmarks by the issuance of certificates of appropriateness for certain activities in historic districts and involving historic landmarks. Certificates of appropriateness from the Commission are required for:
1. Any change to the exterior appearance of any building or structure in an historic district that requires a building permit or a sign permit from the Code Enforcement Office and for any change to the exterior appearance of an historic landmark that requires either a building permit or a sign permit from the Code Enforcement Office;
 2. New construction of a principal or accessory building or structure visible from a public street where such a building or structure will be located in an historic district;
 3. Demolition of an historic landmark or ~~any~~ building or significant architectural feature in an historic district;
 4. Moving of an historic landmark or any building in an historic district; and/or
 - ~~5.~~ Any change, except for minor repair, in siding materials, roofing materials, door and window sash and integral decorative elements, such as, but not limited to, cornices, brackets, window architraves, doorway pediments, railings, balusters, columns, cupolas, and cresting ~~and~~ roof decorations.
 - ~~5.6.~~ Improvement projects and objects on contributing properties, such as lighting, sidewalks, raised walkways, handicapped access ramps, paving, curbing, located beyond the right-of-way of any public street or way, but visible from the street, and located within an historic district or affecting any historic site or landmark.
- B. Subcommittee review. In order to process certificates of appropriateness more efficiently, applications for minor alterations, temporary alterations, and the installation or alteration of any exterior sign shall be reviewed by a subcommittee consisting of the City Planner and the Chair of the Historic Preservation Commission, or their respective designees, rather than the Historic Preservation Commission, as follows:
1. The subcommittee shall review the application under the standards of Section ~~44-13~~ and approve the application, approve it with modifications or deny it within 10 working days of receiving a complete application.

2. No public hearings, meeting agenda postings, or abutter notices are required for applications reviewed under this section.
 3. If the subcommittee has not acted on an application within 10 working days the applicant may seek approval from the Commission instead. Inaction by the subcommittee under this section does not constitute approval or disapproval of the plan.
 4. If the applicant is not satisfied with the determination of the subcommittee, the applicant shall be permitted to have the entire application reviewed by the Commission. The subcommittee can, for any reason, forward any application received under these provisions to the Commission for review.
 5. For purposes of this section only, "temporary" is defined as either a one-time occurrence that does not exceed 30 days or as an annual occurrence that does not exceed one thirty-day period each year.
 6. The City Planner or Commission Chair shall report back to the Commission at the next meeting of the Commission any decisions made by the subcommittee since the last meeting.
 7. "Minor alterations" are defined as incidental changes or additions to a building or site features which will neither result in substantial changes to any significant historic features nor obscure such features. In no event shall any change be deemed minor when, in the determination of the subcommittee, such change shall alter the historic character of the building or site.
- C. When a certificate of appropriateness is required in any historic district or for any historic landmark, no building or sign permit shall be issued by the Code Enforcement Office until a corresponding certificate of appropriateness has been issued by the authorities described above.

Section 11. Application for certificate of appropriateness.

- A. Applications for certificates of appropriateness can be obtained either in the Code Enforcement Office or the Planning Department.
- B. Completed applications shall be submitted to the Biddeford Planning Department, which shall date and time stamp said applications upon receipt. Completed applications are due 14 days prior to the Commission's regularly scheduled meetings, which are the second Wednesday of every month.
- C. The Commission shall review and make a decision on all complete applications within 35 days of submission. If after 35 days no decision has been made, the certificate of appropriateness shall be deemed as approved.
- D. Applications shall be on a form developed by the Planning Department, and all applications shall include the following:
 1. The applicant's name and address and his or her interest in the property;
 2. The owner's name and address, if different from the applicant's;
 3. If applicable, the contractor's and/or architect's name and address;

4. The address or location of the subject property;
 5. The existing use and zoning of the property;
 6. A brief description of the proposed activity for which a certificate of appropriateness is sought.
- E. The applicant may wish to also provide, or the Planning Department may also request, on behalf of the Commission, additional information to better enable the Commission to reach a timely decision on an application under review, which may include:
1. Drawings (i.e., exterior elevations) and/or plans to better illustrate the proposed activity for which the certificate is being applied for;
 2. Samples of materials proposed for use in the activity;
 3. Photographs of other recently completed projects by the applicant in a similar fashion to which the certificate is being applied for; and
 4. Photographs of the building involved as well as adjacent buildings.

Section 1012. Hearings and action on applications for certificates of appropriateness.

- A. Hearing required. Where applications under Section 810A are reviewed by the Commission, the Commission shall conduct a public hearing prior to rendering a decision.
- B. Notice requirements.
1. Notice requirements for all items scheduled for a public hearing shall include posting the meeting agenda at the same location in City Hall as Planning Board agendas are posted no less than seven days prior to the hearing; and
 2. Notice via United States Postal Service shall also be sent to the applicant, owner, and all property owners within 100 feet of the subject property no less than seven days prior; and¹
- C. Hearing and notice not required. Where applications are reviewed under Section 810B, no public hearing or notice is required. If the applicant requests a public hearing, the application shall be forwarded to the Commission, which shall then review and make a decision

1. Editor's Note: Former Subsection 3, regarding newspaper announcements, which immediately followed, was repealed 3-5-2019 by Ord. No. 2019-14.

regarding a certificate of appropriateness for said application under its normal procedure of review.

- D. Approval. If the approval authority determines that the proposed activity is appropriate, it shall approve the certificate of appropriateness and forward it to the Planning Department, which shall subsequently forward it to the Code Enforcement Office for the issuance of necessary permits.
- E. Disapproval. If the approval authority determines that the proposed activity is not appropriate, it shall make findings as to why it is not appropriate and shall forward said decision to the Planning Department, which shall notify the applicant of said determination and provide, as applicable, guidance regarding the opportunity to resubmit the application with revisions or to appeal the determination as outlined in Section ~~15~~17 of this ordinance.

Section ~~13~~17. Evaluation standards for certificate of appropriateness.

A. Reconstruction and alterations.

- 1. A building or structure classified as an historic landmark or located within an historic district, or any part thereof, or any appurtenance related to such structures, including but not limited to walls, fences, light fixtures, steps, paving and signs, shall not be reconstructed or altered unless a certificate of appropriateness has been issued for such activity. No certificate of appropriateness for a structure or building identified as contributing to the district shall be issued unless the proposed activity is found to preserve or enhance a building's or structure's historical or architectural character. No certificate of appropriateness shall be issued for a noncontributing structure or building unless the proposed activity is complementary to the historic character of surrounding structures and buildings and meets the intent of this ordinance.
- 2. The standards and requirements in the United States Secretary of the Interior's Standards of Rehabilitation as well as the following factors shall be considered when reviewing applications for reconstruction or alteration of buildings or structures subject to review under this ordinance:
 - a. Every reasonable effort shall be made to use a property for its historic purpose and in a way which will require minimum alteration to the structure and its environment;
 - b. Rehabilitation work shall not destroy the distinguishing qualities nor character of the structure and its environment. The removal or alteration of any historic material or architectural features should be avoided;
 - c. Deteriorated architectural features should be repaired rather than replaced, wherever possible. In the event that

replacement is necessary, the new material should match the material being replaced in composition, design, texture and other visual qualities. Repair or replacement of missing architectural features should be based on physical or pictorial evidence rather than on conjectural designs or the availability of different architectural features from other buildings;

- d. Distinctive stylistic features or examples of skilled craftsmanship which characterize historic structures and often predate the mass production of building materials shall be treated with sensitivity;
- e. Changes which may have taken place in the course of time are evidence of the history and development of the structure and its environment, and these changes shall be recognized and respected;
- f. All structures shall be recognized as products of their own time. Alterations to create an earlier appearance shall be discouraged;
- g. Contemporary design for additions to existing structures shall be encouraged if such design is compatible with the size, scale, material and character of the neighborhood, the structure or its environment; and
- h. Wherever possible, new additions or alterations to structures shall be done in such a manner that if they were to be removed in the future the essential form and integrity of the original structure would be unimpaired.

B. Demolition or removal: See Section ~~12-14~~ of this ordinance.

C. Construction of new buildings or structures. The construction of a new building or structure within an historic district shall be generally of such a design, form, proportion, mass, configuration, building material, texture, color and location on a lot as will be compatible with buildings, structures and open spaces where it is visually related and in keeping with the area. The following factors shall be considered:

- 1. Height. The height of proposed buildings shall be compatible with adjacent buildings;
- 2. Proportion of building's front facade. The relationship of the width of the building to the height of the front elevation shall be visually compatible with buildings, structures and open spaces where it is visually related;
- 3. Proportion of openings within the facade. The relationship of the width of the windows to the height of windows and doors in a building shall be visually compatible with that of windows and doors of buildings to which the building is visually related;

4. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with that of the buildings to which it is visually related;
 5. Rhythm of spacing of buildings on streets. The relationship of the building to the open space between it and adjoining buildings shall be visually compatible with that prevailing in the area to which it is visually related;
 6. Rhythm of entrance and/or porch projection. The relationship of entrances and porch projections to sidewalks of a building shall be visually compatible with that of buildings to which it is visually related;
 7. Relationship of materials and textures. The relationship of the materials and textures of the facade of a building shall be visually compatible with that of the predominant materials used in the buildings to which it is visually related;
 8. Roof shapes. The roof shape of a building shall be visually compatible with that of the buildings to which it is visually related;
 9. Scale of building. The size of the building and the building mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with those characteristics of buildings and spaces to which it is visually related; and
 10. Directional expression of front elevation. A building shall be visually compatible with the building, squares and places to which it is visually related in its directional character, whether this shall be vertical character, horizontal character or nondirectional character.
- D. Signs. Signs shall be reviewed based on the standards contained in Article VI (Performance Standards), Section 59 (Signs). When a certificate of appropriateness is required for a new or altered sign, the following factors shall be considered:
1. See Article VI (Performance Standards), Section 59 (Signs).
 2. Sign size should be contextually compatible with the building or storefront facade. Signs should be placed so as to not obscure architectural details related to the building.
 3. Sign placement should respect adjacent signs and structures.
- E. Exceptional circumstances.
1. The approval authority may issue a certificate of hardship in lieu of a certificate of appropriateness where the standards otherwise set forth in this section are not met but where the approval authority determines that failure to issue a certificate would result in undue

hardship to the owner of the property. Before the approval authority may issue a certificate under this subsection, the records must show the following:

- a. The property cannot yield a reasonable economic return or the owner cannot make any reasonable use of the property;
 - b. The plight of the owner is due to exceptional or unique circumstances and not due to the general applicability of this ordinance; and
 - c. The conditions or circumstances which constitute the hardship were not caused or created by the property owner after this ordinance became applicable to that property.
2. For the purposes of Subsection E1a, "reasonable economic return" shall not be construed to mean a maximum return, and "any reasonable use" shall not be construed to mean the highest and best use.

Section 124. Demolition.

- A. An historic landmark, or any building or structure identified as contributing, shall not be demolished or removed and a certificate of appropriateness to do so shall not be issued unless one of the following conditions is met:
 1. The building or structure has been identified by the Historic Preservation Commission (hereafter referred to as "the Commission") as noncontributing or incompatible with the MSRD District in which it is located; or
 2. The property owner can demonstrate to the Commission that it cannot be renovated or reconstructed so as to earn an economic return on its value in its present location as determined by a qualified real estate appraiser; or
 3. The property owner can demonstrate to the Commission that he/ she has offered the property for sale through a real estate broker for at least 180 days and that there has been no bona fide offer to buy the property from any person or entity that is willing to preserve and restore the property.
- B. Applicants applying for the demolition or removal of designated historic landmarks or contributing structures or buildings, or important portions and features thereof, shall clearly demonstrate that their application meets one or more of the following demolition or removal criteria before the Commission will approve the application for demolition or removal:

1. The physical condition of the building makes the continued upkeep of the building, or important portions or features thereof, uneconomical; or
 2. The building or structure, or important portions and features thereof, has been determined by the Division of Code Enforcement to represent an immediate hazard to the public health or safety, which hazard cannot be abated by reasonable measures.
- C. Demolition delay. Before the issuance of a demolition permit by the Code Enforcement Office, a delay period of 90 days shall apply to any building or structure and portion thereof that is:
1. An historic landmark or is designated as contributing.
 2. Listed and eligible for listing on the National Register of Historic Places, but not designated significant locally.
- D. Demolition delay procedures. At the hearing on an application to relocate or demolish a contributing building in an historic preservation district, or an historic landmark, the Commission may, in the interest of exploring reasonable alternatives, delay issuance of a permit for up to 120 days from the date of the hearing. If, 10 days prior to the expiration of the delay period, the Commission finds that there are still reasonable alternatives to explore, the Commission may continue the delay for an additional period of up to 60 days. The purpose of the delay is to find alternatives to demolition, such as assisting in securing funding to preserve in place the building, structure, or important portions and features thereof; or finding other ways to preserve the building or structure, such as outright purchase of the property, when feasible, or relocation; or proper recordation of buildings, structures and sites, including photography and narrative report; or preservation of historic artifacts.
- E. This section shall not apply to any structure which has been ordered demolished by the City Council or the court in accordance with 17 M.R.S.A. §§ 2851 through 2959 and amendments thereto, or to any structure which has been partially destroyed and is determined by the Division of Code Enforcement to represent an immediate hazard to the public health or safety, which hazard cannot be abated by reasonable measures, specified by the Division of Code Enforcement, including securing apertures and/or erecting fences.

Section 135. Exceptions to requirement for certificate of appropriateness.

A certificate of appropriateness is not required and the City Planner shall issue a certificate of nonapplicability for the following:

- A. Where a certificate of hardship has been issued within the previous 12 months.

- B. Where the activity involves ordinary maintenance, or the repair of exterior features of an historic landmark or of a building or structure in an historic district is permitted, so long as it does not alter the design, materials, or outer appearance thereof.
- C. The construction, reconstruction, alteration, restoration or demolition of any feature which the Code Enforcement Office has certified as required to maintain public safety because of an unsafe or dangerous condition.
- D. Where the activity involves emergency repairs of a temporary nature.
- E. Where the activity proposed results in exterior alterations not readily visible at pedestrian heights, when viewed at any height between four and six feet from any open space or street.

Section 146. Certificate validity.

All certificates of appropriateness, nonapplicability, and hardship shall be valid for no more than 12 months from the date of issuance.

Section 157. Appeals.

Appeals of the issuance of any certificate under this ordinance or denial of any certificate under this ordinance may be appealed within 30 days of such a decision as follows:

- A. Appeals of decisions made by the Commission shall be to the Zoning Board of Appeals.
- B. Appeals of any decision made by the City Planner and Chair of the Commission under Section ~~8B-10B~~ of this ordinance shall be to the Historic Preservation Commission. Appeals of this nature shall be appellate reviews by the Commission and not de novo.

Section 168. Enforcement.

Enforcement of this ordinance shall be as per Part III (Land Development Regulations), Article VIII (Administration, Enforcement, and Penalties).

Section 179. Parcels with structures or buildings identified as historically contributing.

Parcels identified as "contributing" are contained in the "Official Listing of Historically Contributing Buildings or Structures" which has been certified by the Mayor and attested by the City Clerk together with the date of adoption of this ordinance. Identified parcels/structures/buildings may only be added to the list through a zoning amendment that approves such —an amended list. Parcels/structures/buildings may be removed from the list upon recommendation by the Historic Preservation Commission and approval of the Planning Board, at which time it shall be recertified by the Mayor and re-attested by the City Clerk.



OAK POINT
ASSOCIATES

architecture
engineering
planning

January 25, 2021

Greg Tansley
Biddeford Planning Department
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

Re: Site Plan Review Application
3-Unit Condominium Development
45 Hill Street
Biddeford, Maine 04005

Dear Greg,

Please find enclosed the following submission items for the above referenced project:

1. Three (3) copies of the revised Planning Board Application.
2. Three (3) copies of the waiver request letter.
3. Three (3) copies of the Ability to Serve letter from the Fire Department Dated January 20, 2021
4. Three (3) copies of the revised stormwater analysis letter.
5. Three (3) copies of product data sheets for proposed lights to be used at each entry door.
6. Three (3) copies of Draft Condominium Association Documents.
7. Three (3) copies of Revised Site Plans and Architectural Drawings.

The above documents are being submitted to address comments that arose from review of the application package dated December 16, 2020.

Below are review comments from the Compliance Review Letters prepared by Long Meadow Planning and Landscape Architecture, LLC Report Dated January 12, 2020 and Site Design Associates dated January 5, 2021. Our responses to these comments are in **RED**

Comments from Long Meadow Planning and Landscape Architecture, LLC

When considering these two ordinances the following submittal information is outstanding and the applicant should address, and the Board should determine applicability:

1. *Performance Guaranty. The applicant needs to prepare Unit Cost Estimate for the construction of the proposed development and submit for review by the City Engineer. Once approved this estimate is used as the basis for the required Performance Guaranty.*

OPA Response: As discussed at the Planning Board meeting on January 20, we are requesting that the basis for the performance guarantee be the bid for the sitework in lieu of providing a cost estimate. Because the project has not been bid yet, we request that a condition of approval be added that requires submission of the bid and calculation of the performance guarantee to the City prior to obtaining a building permit.

2. *The application submitted at Sketch Plan Review included letters from Fire, Police, and Sewer departments and Maine Water, however, it is evident that the design has progressed with the Final Plan application. The applicant should share the most current plans with the departments and agencies, or at a minimum, have the Fire Department review and approve the current plans, prior to the Planning Board granting approval.*

OPA Response: Updated approval letter from the Fire Department is attached

3. *Draft covenants and restrictions. Condominium Association documents that will govern the use of the property and those sections that will be required to ensure access for emergency public safety personnel is in place, i.e. no-parking areas and snow removal requirements.*

OPA Response: Draft Condominium Association Documents have been prepared and are attached. Section 7.7 discusses maintenance of limited common elements such as the paved areas.

Article 6 Section 47 Multifamily developments:

1. *Subsection B Design requirements appear to have been met or will be met through the Building Permit application process, with the exception of the requirement for a group or common mailbox system located on site. The applicant should address the specifics of this item.*

OPA Response: We received confirmation from the Postal Service that a separate mailbox post is not required and that building-mounted mailboxes are acceptable. The applicant will coordinate placement of the mailboxes on the building directly with USPS during construction.

Article 6 Section 49 Off-Street Parking and Loading:

- d) *where not enclosed within a building, shall be effectively screened from view by a continuous landscaped area not less than nine feet in height along exterior lot lines, except that driveways shall be kept open to provide visibility for entering and leaving. No off-street parking and loading shall be permitted within the front of a building unless the applicant can prove that there is no other alternative.*

Anticipated parking outside of the proposed garages is not be screened. There is not sufficient space for effective vegetative screening along the southwest portion of the property (adjacent to 47 Beacon Street). Perhaps, if the Board finds this standard pertinent to the application, the Planning Board and the applicant may consider fencing to provide screening in this area and/or at the front of the property. Perhaps in the vicinity of the proposed granite block wall and grass area, a fence together with suitable vegetation may be appropriate in effectively screening the parked cars.

OPA Response: As discussed at the Planning Board meeting on January 20, screening will not be required.

- e) Exterior lighting shall not create glare onto the street or onto or into residential properties. Lighting fixtures shall be in concert with the existing historic lighting on Main Street.

No exterior lighting details as to fixture type and intensity has been provided making it difficult to determine compliance. Though this specific standard, appears to be aimed at non-residential development, a photometrics plan for the parking and primary entrances should be prepared prior to final approval.

OPA Response: On-site lighting will consist only of recessed lights over each entry door that will point directly downward. Product data sheets are included with this submission.

Table 6-49B Parking Space Requirements. The minimum required parking for a residential use is 2 spaces per dwelling unit, plus 5% more for multifamily developments. The proposed development complies with providing a total of 8 spaces (3 garaged) where 6.3 is required. The Peer-review Engineer notes the full required width for stall and aisle (18' + 24') is slightly under. This technically requires a waiver, which is reasonable since the existing building to the south appears to encroach on the property. The Final Plan should include the actual parking spaces marked for pavement striping. The driveway/parking aisle should be considered to be marked 'no parking' and perhaps 'fire lane' if applicable.

OPA Response: The proposed edge of pavement has been adjusted so that appropriate back out distance is provided, pavement markings have been added, and 'no parking' signage has been added along the western edge of the pavement.

Section 66-77 trees, esplanades, Open spaces may be required. There appears to be an opportunity to provide for a small street tree (under the power lines) and road salt tolerant landscape plantings at the back of sidewalk within the ROW. The Board may want to consider suitable plantings in this area.

OPA Response: A street tree will be provided between the sidewalk and retaining wall at the location on sheet CS101.

ADDITIONAL COMMENTS

1. *It should be clearer from the plans that this is a subdivision plan as well as site plan and a recording block needs to be added to the sheets. Perhaps the title is revised to include Subdivision along with a plan note that describes the purpose of the plans.*

OPA Response: A separate Plat Plan will be provided with the final Condominium Association Documents

2. *The areas for snow storage seem inadequate in size and the applicant should anticipate hauling snow off the property to ensure that the site has appropriate egress and ingress for public safety calls during emergencies. Snow removal should be facilitated by a contract that is funded by the Condo Association and is part of their legal documents.*

OPA Response: Snow removal requirement has been added to the condominium documents.

WAIVER REQUESTS

The applicant should:

1. *Review the proposed parking dimensions and determine if a modification to the required dimensions (Table 6-49-A) will be necessary.*

OPA Response: Parking area dimensions have been modified so that a waiver will not be necessary

2. Review Section 5.B.f.1 that states no parking or paving is permitted in the side or rear property line setbacks. The applicant should review this provision and request a waiver, which seems to be necessary to maintain the proposed site design.

OPA Response: A written waiver request is included

The following information is needed:

1. Written response to engineering comments outlined in Site Design Associates' letter dated 1/5/21.

OPA Response: Written responses are included in this letter

2. Written response to comments outlined in this report and any comments, if any, made at the 1/20 meeting by members of the Planning Board and from public testimony.

OPA Response: Written responses are included in this letter

3. Written confirmation from the Code Enforcement Officer that a reduction of the 15-foot Front Setback will be granted.

OPA Response: Confirmation of the reduction has been provided by Roby Fecteau to Greg Tansley via e-mail

4. Draft Condominium Association legal documents that include covenants, declarations and bylaws, and demonstrate the manner in which common features on the site will be maintained, including, maintaining access to the site during the winter season for public safety vehicles.

OPA Response: Draft Condominium Association documents are attached. Section 7.7 discusses maintenance of limited common elements such as the paved areas.

5. A photometrics plan that includes the type of light fixtures and mounting height and that demonstrates there will be no glare and excessive light spillage on to adjacent properties.

OPA Response: In lieu of a full photometrics plan, product data is attached that includes photometrics for the light fixture. Because the fixtures will point directly down and be located only over the entrance doors to the units, light will not trespass across the property lines.

6. A Unit Cost estimate for the proposed development's construction.

OPA Response: As discussed at the Planning Board meeting on January 20, we are requesting that the basis for the performance guarantee be the bid for the sitework in lieu of providing a cost estimate. Because the project has not been bid yet, we request that a condition of approval be added that requires submission of the bid and calculation of the performance guarantee to the City prior to obtaining a building permit.

Approval letter from the Fire Department.

OPA Response: Review letter attached.

7. Written waiver requests

OPA Response: Written waiver request is attached to allow paving and two visitor parking spaces to be placed in the rear and side yard setbacks.

Comments from Site Design Associates

B. Drawings

1. Standard Boundary Survey – Should be sealed, dated, and signed.

OPA Response: Boundary Survey stamped with embossed seal. An original copy will be provided to the City as part of the approved mylar set.

2. *Existing Conditions Plan CX101 – Will the stone boulder in the 39 Hill Street right of way be removed?*

OPA Response: Stone boulders within the right of way will be removed as indicated on sheet CS101.

3. *Site Plan CS101*

- a. *The minimum parking aisle and stall width will be a little short of the 42 feet required and shown on the drawing in the southerly corner. Will a waiver be required?*

OPA Response: Pavement has been adjusted so that at least 24 feet is provided behind all parking spaces.

- b. *It appears based on the building dimensions and elevation plans that the overhang will be in the 10 ft setback on the left, northerly side. This may not be an issue, depending on how the setback is measured.*

OPA Response: Per an e-mail discussion with Roby Fecteau on January 20, 2021 the building position is acceptable as shown on CS101.

- c. *Will a waiver of the driveway dimensions in section 62-111.(2) be required for the 11 ft wide access drive?*

OPA Response: Driveway has been adjusted to be 12 feet wide.

- d. *Is it the intent to leave the existing concrete walk and begin driveway construction on the south side of the walk?*

OPA Response: Yes – the intent is to minimize the project's impact on the existing concrete sidewalk.

- e. *A saw cut and butt joint should be called out at all pavement joints and a detail provided.*

OPA Response: A Pavement detail has been added that includes this information.

- f. *Is an Inserta-Tee connection of the 10 inch diameter site drain to the 24 inch concrete storm drain in Hill Street acceptable to public works and engineering?*

OPA Response: This was confirmed to be acceptable

- g. *With the site stormdrain at a somewhat shallow depth under Hill Street and sidewalk, compaction will be extremely important. We suggest that a detail be provided for the trench showing widths, pavement and material thicknesses, insulation if required, and compaction requirements. Reference should be made to the appropriate city specifications for required materials. The pavement repair depths should match what is existing or the appropriate city standard, whichever is thicker.*

OPA Response: The pipe trench detail has been modified to include this information.

- h. *With the construction activity involving the sidewalk, we suggest that the concrete sidewalk repair extend from the existing pavement repair to the end of the curb at the 39 Hill Street driveway right of way, at a minimum. Should this be pavement as noted, or concrete?*

OPA Response: Sidewalk removal has been modified. Sidewalk material has been revised to be reinforced concrete.

- i. *It may be advisable for a note to be added to the drawings requiring that the city be contacted prior to any lane closures or construction activity in Hill Street, along with the appropriate department contact information.*

OPA Response: Traffic control notes have been added to sheet CX101 (Note 7)

- j. *Do the building access points need to meet ADA accessibility requirements?*

OPA Response: Because the project proposes to construct three units, it is not required to meet ADA or Fair Housing Act requirements for accessibility or adaptability.

4. Grading Plan – CG101

- a. The storm drain piping material should be more specific, rather than referencing the ASTM general standard.

OPA Response: Storm drain pipe material requirements have been added to the pipe trench detail.

- b. The stormwater letter discussed a break point in the parking lot grading, but it is not clear where that is. More spot grades are required.

OPA Response: Grading has been revised so that runoff from the parking lot flows northwest toward Hill Street. A revised letter is attached.

- c. The grading indicates that the stormwater runoff from a portion of the parking lot will drain via the drive and directly into the street, which could result in a winter maintenance issue. We suggest that the installation of a catch basin near the drive intersection with the sidewalk tied into the proposed drain manhole may be a better solution.

OPA Response: Due to a conflict with the existing natural gas line on the southeast side of Hill Street, a catch basin cannot be added along the curb line. Instead a drain basin has been added on the north side of the entrance drive near the edge of the right of way. This basin will collect most of the site runoff before it flows onto Hill Street.

- d. The plan indicates that the runoff from the remainder of the parking will drain toward the rear of the lot and into a swale, which will tend to concentrate the runoff and outlet it onto the drive and along the building on the adjacent property. If a catch basin were installed as noted in item d, above, could the parking lot be regraded to eliminate this situation? Another option would be a catch basin in the southeasterly corner of the parking lot tied into the basin at the drive.

OPA Response: Grading has been revised so that runoff from the parking area will flow to a drain basin on the north side of the entrance drive near the Hill Street right of way.

- e. Erosion control measure locations and details should be shown on the drawing.

OPA Response: Erosion control measures and detailed (silt fence and catch basin inlet protection) has been added.

- f. The building elevation drawings should be reviewed, as there are conflicts with the grading plan.

OPA Response: Building elevations have been revised to match the grading plan. Note that the lower level/basement is below the exterior finished grade for the middle unit and the southern unit. Interior steps will be provided at these units.

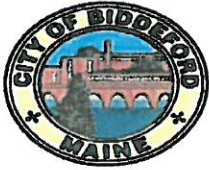
Please contact me to let me know if you have any questions or comments.



Jonah DeWaters, PE, LEED AP BD+C
Civil Engineer

Enclosures

CC: John Korpaczewski, K+S Development



City of Biddeford
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: K & S Development

Mailing Address: 14 Ratchet Way Bidd. ME 04005

Telephone: 207-282-9990

Email: john@mainelypaving.com

What is your legal interest in the property?

☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Information:

Name: Same

Mailing Address: _____

Telephone: _____

Email: _____

Agent's Information:

Name: N/A

Mailing Address: _____

Telephone: _____

Email: _____

Engineer/Surveyor's Information: (REV 2/16/2020)

Name: John Perry / Jonah Dewaters, Oak Point Associates

Mailing Address: 231 Main Street, Biddeford, ME 04005

Telephone: 207-590-2956 / 207-283-0193

Email: jdewaters@oakpoint.com

Project Location and Lot Information:

Street Address: 45 Hill St. Biddeford

Tax Map: 0391120000

Lot: 0391120000

Current Zoning: MSRD 2

Shoreland Zoning: _____

Size of Lot: 7180 () acres (✓) s.f.

Lot Frontage: 89.1 Ft.

Existing use of Property: NONE - LOT

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

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

Description of proposed use of property:

Project/Proposed Use:

3 townhouse style condos with attached
garage for each unit.

Property to be Serviced by:

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

Is this project part of a larger project? ☐ (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: Approx. 2,380 sq ft (Rev 12/16/2020)

Total new square feet paving/parking: Approx. 2,833 sq ft (Rev 12/16/2020)
2,869 (Rev 01/25/2021)

Waiver Requests (attach details):

1. Front Yard Setback
2. Parking within the Side and rear yard Setbacks
3. _____
4. _____
5. _____

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 Dept – 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, ect.
- C. Photographs of Site.
- D. Architectural renderings/drawings of proposed buildings, as required.
- E. Engineering Plans, as required.

Fees (Due at time of Submission):

- \$40 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 it's 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.

 Project proposed to have 1 acre or more of Site disturbance:

-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of Applicant:

[Handwritten Signature]

Date

3/13/2020 * *

Signature of Property Owner:

[Handwritten Signature]

Date

3/13/2020 * *

* (Rev. 12/16/2020)
* (Rev. 01/25/2021)

IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE) CHECK WITH PLANNING STAFF FOR CLARIFICATION.



January 25, 2021

Greg Tansley
Biddeford Planning Department
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

Re: Waiver Requests
3-Unit Condominium Development
45 Hill Street
Biddeford, Maine 04005

Dear Greg,

We are requesting the following waivers from the requirement listed in the City of Biddeford's Code of Ordinances for the above referenced project:

1. Code of Ordinances Part III, Article V, Attachment 2 (Table B), Zoning District MSRD-2, footnote R (applies to 15 foot setback from R.O.W): *"The setback may be reduced to the average of the lots immediately adjacent to the lot, as determined by the Code Enforcement Officer."*

The buildings immediately adjacent to the site appear to be building along the edge of the right-of-way. We have reviewed the project with the Code Enforcement officer, and he supports our request to reduce the 15 foot setback from the Hill Street right of way to allow for the construction of the building in the location indicated on sheet CS101.

2. Code of Ordinances Part III, Article IX, II, Section 5.B.4.f.1: *"No paving, parking or storage shall be permitted within the required setback of any side or rear property line."*

Due to the geometry of the site, the size of the lot, and the location of the existing curb cut that is being re-used, it is necessary to pave within the side yard setback on the southwest side of the site as well as the rear yard setback. This pavement allows the site to be accessed via the existing curb cut, provides adequate maneuvering space for the proposed parking on the along the building face, and provides enough space for the required off-street visitor parking.

Please contact me to let me know if you have any questions or comments.

Jonah DeWaters., PE, LEED AP BD+C
Civil Engineer

cc: John Korpaczewski, K+S Development



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

K&S Development
16 Rachet Way
Biddeford, Maine 04005

Subject: Ability to Serve 45 Hill Street
January 20, 2021

Dear Mr. Korpaczewski,

It is the position of the Biddeford Fire Department, that we will provide emergency service for the property located at 45 Hill Street Biddeford as long as the fire department is available at time of request. It is of the understanding that the Biddeford Fire Department may request assistance from mutual aid fire departments in the event the fire department is not available to respond at time of request. The Department has reviewed the plan and have no concerns with the site plan as submitted.

Please contact the Biddeford Fire Department if you have any questions and or concerns.

Respectfully,

Paul R. LaBrecque

Cc: Greg Tansley Planning Office



December 16, 2020 (REVISED January 25, 2021)

Greg Tansley
Biddeford Planning Department
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

Re: Stormwater Review
3-Unit Condominium Development
45 Hill Street
Biddeford, Maine 04005

Dear Greg,

The following letter serves as my analysis of the stormwater impact from the above referenced project.

Existing Conditions

Per e-mail discussions with Tom Milligan in September, 2020, for the purposes of stormwater analysis, the "pre-development" condition is considered to be prior to the destruction/removal of the building and parking area that formerly occupied it. This generally consisted of:

Former Building (roof drains connected to the City's sanitary sewer system): 3,800 ft² footprint
Impervious Area (pavement): 1,700 ft²
Total impervious area: 5,500 ft²
Total pervious area (turf): 1,680 ft²

Pre-development topography from when the former building was present on site is unavailable. However a topographic survey conducted in July, 2020 indicates that the majority of on-site runoff likely drained overland to the east toward the adjacent site (39 Hill Street) before draining north toward Hill Street and being collected by the catch basins along the southeast side of Hill Street.

Proposed Conditions

Building (roof drainage connected directly to the City's storm drain system): 2,380 ft² footprint
Impervious Area (pavement): 2,869 ft²
Total impervious area: 5,249 ft² (251 ft² decrease over pre-development conditions)
Total pervious area (turf): 1,931 ft² (251 ft² increase over pre-development conditions)

As indicated on the Grading Plan, runoff from the parking area will be directed northwest to a drain basin near the edge of the Hill Street right of way. From there it will flow into a drain manhole near the

northern corner of the site that will also collect runoff from the building. Runoff from the turf areas on the southeast and eastern sides of the building will drain overland to the northeast. As with the pre-development conditions, the runoff from the site will ultimately be collected by the existing catch basins along Hill Street.

Building Drainage Connections

To comply with the City's current requirements, it is necessary to ensure that the building's roof runoff is no longer connected to the existing 8" diameter sanitary sewer line beneath Hill Street. Instead, the building's storm drain system and foundation drains will be hard-piped directly into the existing 24" diameter storm line under the north side of Hill Street. Discussions with Ron Kinney at the City indicated that the existing storm drain line has sufficient capacity to accommodate the runoff.

Stormwater Impacts

As indicated above, the project proposes to decrease the total amount of impervious area on the site when compared to the pre-development condition, resulting in an overall decrease in stormwater runoff. Additionally, directing more of the runoff from the site toward Hill Street will lessen the amount of runoff flowing onto the adjacent property.

The reduction in stormwater runoff combined with disconnecting the building from the sanitary sewer main will reduce the site's overall impact on the City's infrastructure.

Please contact me to let me know if you have any questions or comments.

A handwritten signature in blue ink, appearing to read 'Jonah DeWaters', is positioned above the printed name.

Jonah DeWaters., PE, LEED AP BD+C
Civil Engineer

cc: John Korpaczewski, K+S Development

Catalog Number
Notes
Type

FEATURES & SPECIFICATIONS

INTENDED USE — The 4" Wafer-Thin LED recessed downlight with remote driver box combines high quality light output and efficiency while eliminating the pot light housing for competitive affordability. This innovative wafer-slim Type IC design allows easy installation for new construction or remodel from below the ceiling without the requirement of a pot light housing. The LED module maintains at least 70% light output for 36,000 hours. These LED Wafer downlights are intended for closets, attics, hallways, bathrooms, kitchens, basements, soffits, entry ways, porches, garages, stairwells, corridors, nursing/retirement homes, condos, elevators, apartments, and any other small areas.

CONSTRUCTION — IC rated driver and fixture - approved for direct contact with insulation. Aluminum die cast outer frame. Durable, powder coat paint to prevent rust. Round fixture with integral edge-lit LED's. Plenum rated cable connector to connect from module to remote driver box. Isolated driver integrated inside steel remote box with four 7/8" knockouts with slots for pryout. Suitable for pulling wires with the 12 cubic-inch wiring compartment to accommodate up to (6) 14 gauge insulated conductor, or (4) 12 gauge insulated conductors; making the Wafer LED Downlights much easier to wire in 2in/2out (plus ground) daisy-chain applications and contractor friendly.

PATENT PENDING.

INSTALLATION — Ideal for shallow ceiling plenum; no housing required. Steel spring clip for easy installation. 4" cut out template is provided to ensure a correct sized hole is cut into ceiling for proper installation of the trim. Size of hole should not exceed 4 1/4 inches for this product. Suitable for installation in t-grid and drop ceiling applications. 3" plenum space required for installation of the remote driver box.

OPTICS — Polycarbonate lens provides even illumination throughout the space. Utilizes 4000K color temperature LEDs.

ELECTRICAL — Connect directly to 120V power supply via provided UL recognized driver. High efficient driver with power factor > 0.9. Ambient operating temperature: -40°F (-40°C) to +104°F (+40°C). Dimming down to 10% (See page 2 for recommended dimmers). Standard input wattage is 9.6W, 70 lumens per watt. Replaces 50W incandescent.

LISTINGS — CSA certified to US and Canadian safety standards. ENERGY STAR® certified. Wet location. Air Tight certified in accordance with ASTM E283-2004. NOM Certified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

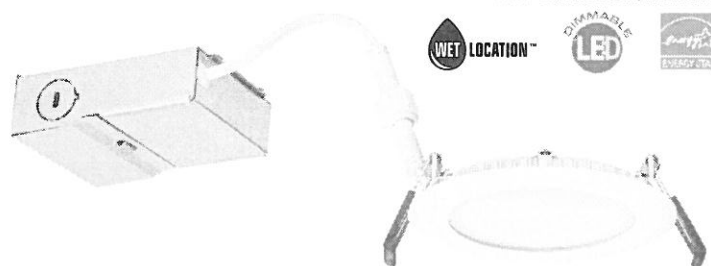
Specifications subject to change without notice.

Wafer LED Recessed Downlight

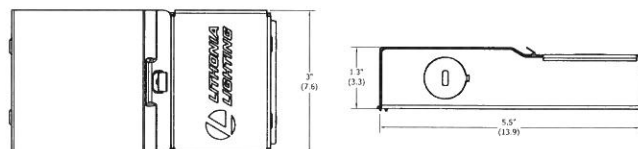
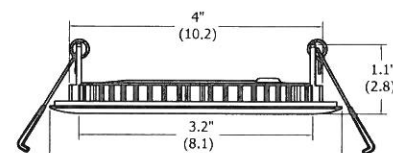
WF4

4" LED Module

IC/Non-IC
New Construction/Remodel



Brushed nickel



Specifications

Aperture:	3.2 (8.1)
Ceiling opening:	4.2 (10.7)
Overlap trim:	4.7 (12.0)
Height:	1.1 (2.8)

All dimensions are inches (centimeters) unless otherwise indicated.

ORDERING INFORMATION

For shortest lead times, configure product using **standard options (shown in bold)**.

Example: WF4 LED 30K BN

WF4	LED		
Series	Lamp	CCT/CRI/W/Lumens ¹	Finish
WF4 4" wafer-thin LED downlight	LED LED	40K 4000K/80CRI/10W/765L	BN Brushed nickel

Accessories: Order as separate catalog number.

WF4 PAN R12	4" new construction pan, retail pack of 12
WFJB U	Remodel joist bar
WFEXC6 U	6' FT4 cable
WFEXC10 U	10' FT4 cable
WFEXC20 U	20' FT4 cable
WF4GR MW JZ	4" round oversized trim ring



WF4_Pan



Remodel Joist Bar



Extension Cable
(2 pin)

Notes

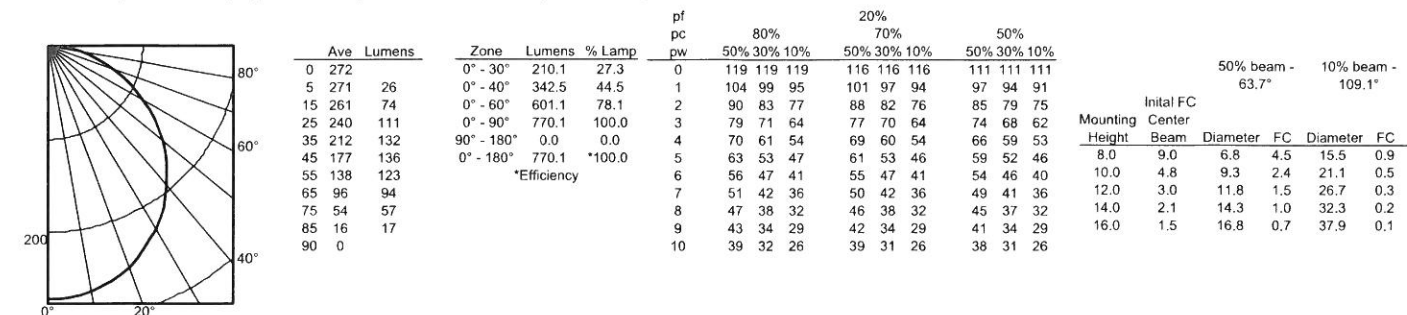
1 Total system delivered lumens.

WF4 4" LED Wafer Module

PHOTOMETRICS

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance Data at 30" Above Floor for a Single Luminaire
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WF4 LED 40K, 4000 K LEDs, input watts: 10, delivered lumens: 765, LM/W=76.5, test no. ISF 30377



ENERGY DATA & DIMMER COMPATIBILITY

4" ENERGY DATA	
Lumens	765
Color temperature	4000K
CRI	80
Lumens/Watt	76.5
Min. starting temperature	-40°C (-40°F)
EMI/RFI	FCC Title 47 CFR, Part 15, Class B
Sound rating	Class A standards
Input voltage	120V
Total Harmonic Distortion	15.3%
Min. power factor	0.98
Input frequency	50/60 Hz
Rated wattage	10W
Input power	10W
Input current	0.08A

COMPATIBLE DIMMERS					
Leviton	Lutron			Sensorswitch	Synergy/Leviton
6633-PA	Maestro MACL-153M (TX)	Diva/Skylark DVRP-253PCTRP-253P	Panel Module HW/LP-RPM-4A-120	nSP5 PCD 2W	ISD 600 I 120/IPI06
IPL06-LED/INC mode	Maestro Wireless MRF2-6ELV	Skylark CTCL-150	Panel Module HW/LP-RPM-4U-120	nSP5 PCD ELV 120	ISD 400 ELV 120/IPE04
6615-P	Gen 3.0 DVCL-153P (T9)	Caseta Wireless PD-5NE	Grafik QS/Wallbox LQRJ-WPM-6P		
	Maestro MSCL-OP153M	Maestro MACL-LFQ	Grafik Eye 3000 Family HWI-WPM-6D-120		
	Caseta Wireless PD-6WCL	RadioRA2 RRD-6NA	HomeWorksQS / my Room LQSE-4A1-D/ MQSE-4A1-D/MQSE-3A1/MQSE-2A1-D, 120V		
	Grafik T GT-5NEM / GTJ-5NEM	HomeWorks HQRD-6NA	Homeworks QS LQSE-4A-120-D		

*Requires Lutron Smart Bridge L-BDG2-WH for wireless applications (sold separately)

LIGHTING FACTS

LED

Lighting facts[®]

A Program of the U.S. DOE

Light Output (Lumens)

765

Watts

10

Lumens per Watt (Efficacy)

76.5

Color Accuracy

Color Rendering Index (CRI)

80

Light Color

Correlated Color Temperature (CCT)

4000 (Bright White)

Warm White

Bright White

Daylight

2700K

3000K

4000K

6500K

All results are according to: IESNA LM-79-2008: Approved Method for the Electrical and Photometric Testing of Solid-State Lighting; Title 10, U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: 1000V-LP4/A42 (1/15/2018)

Model Number: WF4 LED 40K

Type: Luminaire - Downlight

DECLARATION OF
RIVER MILLS TOWN HOMES CONDOMINIUM
Biddeford, Maine

LOCATION: 45 Hill Street
Biddeford, Maine 04072

DECLARANT: K & S Development, Inc.
16 Rachet Way
Biddeford, Maine 04005
Tel: 207-229-2502

ATTORNEY FOR DECLARANT: Richard A. Hull, III, Esq.
Hull Law Office, LLC
409 Alfred Street
Biddeford, Maine 04005
207-282-7100

SURVEYOR/ENGINEER: _____

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DECLARATION OF STONEGATE CONDOMINIUM
ARTICLE 1
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. K & S Development, Inc., a Maine corporation having a principal place of business in Biddeford, York County, Maine, ("Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Biddeford, County of York and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("the Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "RIVER MILL TOWN HOMES CONDOMINIUM" ("Condominium"). The Property is shown on the condominium plat and plans recorded herewith in the York County Registry of Deeds and identified as follows ("Plat and Plans"):

- (a) Plan entitled " _____, prepared by _____, as more fully shown on SCHEDULE C attached hereto.
- (b) Plan entitled " _____, prepared by _____, as more fully shown on SCHEDULE D attached hereto.

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in Section 1601-103 of the Condominium Act. "Condominium Instruments" shall mean this Declaration, as it may be amended from time to time, and all schedules attached hereto.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "RIVER MILL TOWN HOMES CONDOMINIUM". The address of the Condominium is 45 Hill Street, Biddeford, Maine 04005. The name of the Unit Owners association is RIVER MILL TOWN HOMES CONDOMINIUM OWNERS' ASSOCIATION ("Association") and its address is 16 Rachel Way, Biddeford, Maine 04005.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.5. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat and Plans, this Declaration shall govern.

Section 1.6. Successor Declarants. For the purposes of this Declaration or of the Condominium Act, a conveyance of one or more Units to a successor to any special declarant rights (see Section 1603-104 of the Condominium Act) shall not be considered a sale to a person other than Declarant.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimension of Buildings. The location and dimensions of each building constructed or to be constructed on the Land are depicted on the Plat recorded with this Declaration and being Schedule C hereto.

Section 2.2. Units. This Declaration creates Three (3) Condominium Units ("Units") on the Land out of a maximum of Three (3) Units that may be created. The location of Units and their dimensions are shown on the Plat and Plans. Attached as Schedule B hereto is a list of the Three (3) created Units, their identifying numbers, Common Element Interest, Common Expense Liability and Vote appurtenant to each Unit. The dimensions and types of Units are shown on the Plans recorded with this Declaration and being Schedule D hereto. All Units, whether created hereby or added by exercise of development rights reserved in Article 4 herein, shall be allocated an equal interest in the common elements and common expenses and shall be entitled to one (1) vote in the Association affairs upon creation. Said interest in the common elements and common expenses shall be stated as a percentage and shall be established by dividing one hundred (100) percent by the total number of all Units created in the Condominium.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The upper boundary of the Units shall be the upper surface of the ceiling of each Unit or, where there are no ceilings, the lower surface of the rafters.

(2) Lower Boundary: The lower boundary of the Units shall be the horizontal plane of the top unfinished surface of the basement floor of each Unit.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Units shall be the exterior surface of the interior walls bounding the Units and the interior unfinished surface of the basement walls extended to intersections with each other and with the upper and lower boundaries. Boundary lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

Section 2.4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act. Subdivision of Units is not permitted.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. The locations of the common elements to which each Unit has direct access are shown on the Plat and Plans; pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, window glass, doorstep, stoop, balcony, attics, porch and patio, doors and storm doors, if any, adjacent to a Unit is a limited common element appurtenant to that Unit. Each Unit has _____ exterior parking space(s) which is a limited common element appurtenant to the designated Unit as indicated on the Plat. The limited common element parking spaces are designated on the plats and plans with the same unit number as the unit to which they are appurtenant. Any parking spaces shown on the Plat which are not assigned as limited common elements to specific Units are common elements available for use by all Unit Owners and guests. Main entranceways, deck stairs, bulkheads and decks are limited common elements to the Units which they serve.

The common elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, public utility lines, floors and ceilings (other than the interior finished surfaces thereof located within the Units), perimeter walls of Units (other than the interior finished surfaces thereof located within the Units); structural parts of the buildings, including structural columns, girders, beams and supports, easements for access and utilities and any other appurtenant easements, if any, trees, shrubbery and other landscaping, and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any schedule attached hereto. Each Unit Owner in any building shall have the right to use the common elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit owners and the members of the immediate family, guests and other authorized occupants, licensees, and visitors of the Unit Owner.

The use of the common elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws of the Association ("Bylaws") and Rules and Regulations of the Association ("Rules and Regulations"), as they may hereafter be amended from time to time.

Section 3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

Section 3.3. Rental Operation. The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE 4

DEVELOPMENT RIGHTS

The Declarant reserves the right to declare, create and construct such additional common elements on the Property as it in its sole discretion deems to be useful to and in accordance with the design of the Condominium as a whole. These reserved development rights must be exercised, if at all, within seven (7) years from the date on which this Declaration is recorded. Each of the development rights reserved herein may be exercised as to different portions of the Property and at different times, and no assurances are made by the Declarant as to the order in which the development rights will be exercised as to those portions. The exercise of any development right as to any portion of the Property subject to that right does not obligate the Declarant to exercise that right in all or any other portion of the remainder of the Property. The Declarant may declare all, some or none of the additional units not hereby declared.

The exercise of any of the foregoing development rights shall be evidenced by the recordation of an amendment to this Declaration in accordance with Section 1602-110 of the Condominium Act. The amendment will become effective upon its recordation in the York County Registry of Deeds.

Additionally, any improvements constructed pursuant to such an amendment shall be consistent with existing improvements in terms of quality of construction and shall be substantially completed prior to annexation to the Condominium.

The area subject to development rights reserved herein is the land described in Schedule A.

ARTICLE 5

EASEMENTS

In addition to the easement for encroachments with respect to Units and common elements created by Section 1602-114 of the Condominium Act, the following easements are hereby created:

Section 5.1. Easement to Facilitate Sales and Construction. The Property shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that

Declarant shall be responsible for the cost of service so used, and to use the common elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and common elements. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

Section 5.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant and the management agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 1603-107(a) of the Condominium Act. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period such entry shall be permitted to perform warranty-related work whether or not the Unit Owner consents or is present at the time. Declarant, its agents, officers, servants, and its successors and assigns, shall have the reasonable right of access to all common elements as long as it or they may own Units or shall have obligations or rights with respect to such common elements. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other Units.

(b) Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit and common element.

Section 5.3. Easement to Facilitate Discharge of Declarant's Obligations. Pursuant to Section 1602-116 of the Condominium Act, Declarant shall have an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights.

Section 5.4. Declarant's Right to Grant Easements. The Declarant shall have the right, until all Units which may be created hereunder have been conveyed to Unit Owners other than Declarant, to grant and reserve easements and rights-of-way through, under, over and across the PropertyLand for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for all utilities, including, but not limited to, public or private water, sewer, drainage, gas (including the right to locate above and below ground tanks and pipes and appurtenances), electricity, telephone, cable television and other utilities to serve the Land and/or real estate adjacent to the Land.

ARTICLE 6
AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Condominium Act and except in cases, where permitted, of amendments to

this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium, of the Condominium Act, and except in cases, if any, of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans, or under Section 1602-110, Exercise of Development Rights, of the Condominium Act, and subject to the other provisions of this Declaration and of the Condominium Act, this Declaration, and the Plat and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall in any manner which the Declarant may deem appropriate have the right to amend and re-amend this Declaration.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided for service of notices and upon Eligible Mortgage Holders in the manner provided.

(2) Resolution. An amendment may be proposed by either the Board of Directors or by Unit Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph E of this Article.

C. Agreement. In the alternative, an amendment may be made by an agreement signed by the record owners of the Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded in the York County Registry of Deeds.

D. Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Condominium Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted, without the unanimous consent of the Unit Owners. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

E. Execution and Recording. A copy of each amendment adopted pursuant to the provisions of Paragraph B of this Article 6 shall be attached to or included with a certificate,

certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors as are designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the York County Registry of Deeds.

F. Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one (1) year after such amendment is recorded in the York County Registry of Deeds. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all known mortgage holders at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE 7

RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION: ASSESSMENTS; MAINTENANCE AND INSURANCE

Section 7.1. Use and Occupancy Restrictions on Units. The Declarant shall own in fee simple each Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant. Each Unit is intended to serve as a self-contained living Unit and shall be subject to the Rules and Regulations and Bylaws of the Association. No Unit shall be used for other than single family residential purposes for the Unit Owner, his relatives, guests or tenants.

Section 7.2. Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Unit and such owners have a formal or informal right-to-use agreement.

Section 7.3. Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six (6) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on written form of lease: (a) requiring the lessee to comply with the Condominium Instruments, Bylaws as applicable to the lessee and Rules and Regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that, in the event of such a default by the lessee in the performance of the lease, the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the Unit Owner. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit,

and thereafter no Unit Owner shall execute a lease of any Unit which lease is not in compliance with such resolution. Each Unit Owner shall, within Seven (7) days following the execution of such a lease of a Unit, forward a conformed copy thereof to the Board of Directors. Said copy may, at the Lessor's discretion, have all rental and security deposit amounts deleted therefrom.

Section 7.4. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to his Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Manager or Board of Directors on behalf of the Association or in a proper case by an aggrieved Unit Owner. No Unit Owner shall do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof, increase the rate of insurance thereof, or impair any easement, rights, appurtenances or other hereditament consisting of common elements, without the unanimous consent of all the other Unit Owners.

Section 7.5. Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, his proportionate share, as assessed by the Board of Directors, of the expenses of maintenance, repair, replacement, insurance, administration and operation of the common elements and of any reserves for operation, maintenance or replacement established by the Board of Directors. Such proportionate share shall be equivalent to the Common Expense Liability as set forth in Schedule B attached hereto except that common expenses which, in the judgment of the Board of Directors of the Association, benefit fewer than all of the Units may be assessed exclusively against the benefitted Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or the Rules and Regulations of the Association and shall be subject to annual review. In the event of the failure of a Unit owner to pay such assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Condominium Act. Such assessments shall be the personal obligation of the Unit Owner who owns the Unit at the time such assessments become due and shall not pass to successor Owners of the Unit unless such successor Owner agrees to assume the obligation. Assessments will begin as to all existing Units upon the first Unit sale by the Declarant. Nothing herein shall be construed, however, to release the Unit from the terms of any assessment lien, either choate or inchoate. No unit shall be assessable hereunder until sold, or, when built, when eligible for the issuance of a certificate of occupancy.

Section 7.6. Working Capital Fund. The Declarant shall establish a working capital fund for the Association equal to a minimum of two (2) months estimated Common Expense Liability for each Unit. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into a segregated working capital fund. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense Liability and no Unit Owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. Upon transfer of control of the Association to the Unit Owners pursuant to Section 9.2 hereof, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. When any such unsold Unit is sold, the Declarant shall be entitled to reimbursement for the Unit's prepaid share. The working capital fund shall not be used for any purposes until after such transfer of control.

Section 7.7. Maintenance. Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his own Unit as well as gas, telephone service and electrical utilities consumed by the Unit; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of water, gas, sewer, electricity and all other utility services to the Unit, shall be furnished by the Association as part of the common expenses. The Association shall be responsible for the maintenance, repair and administration of the common elements and limited common elements but may delegate this responsibility to the Unit Owners to the extent permitted by the Bylaws. In the case of limited common elements, the Association may assess and collect the costs of the same from the unit owner or owners entitled to use such limited common elements. The Association shall also be responsible for snowplowing and maintenance of the parking areas including snow removal in the event that accumulations are such that parking is adversely impacted.

Maintenance, repairs and replacements of the refrigerators, stoves, and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances, (including all heating, ventilation, hot water and air-conditioning systems which may be located inside or outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. In the event a unit owner or owners shall not promptly effectuate such repairs and the failure to make the same shall present a safety issue or may result in damage to the common elements, the Association may make such repairs and assess and collect the costs of the same from the unit owner or owners who have failed to do the same.

If due to the intentional or negligent act or omission of a unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

Each Unit Owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities such as water and sewer which are not separately metered or billed shall be treated as part of the common expenses.

Section 7.8. Insurance. The Association, through its Board of Directors, shall obtain and maintain such master policies of insurance for the Condominium as are required by the Bylaws.

Section 7.9. Covenants. The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, his heirs, successors or assigns shall be deemed to accept and agree to be bound by and subject to all of the provisions of

the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Board of Directors.

ARTICLE 8

SPECIAL DECLARANT RIGHTS

Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium Instruments, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plat and Plans filed with the Declaration; (b) to exercise any development rights; (c) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (d) to use easements through the common elements for the purpose of making improvements within the Condominium; and (e) to appoint or remove any officer of the Association or any member of the Board of Directors or to approve any acts of the Association or the Board of Directors during the period of Declarant control.

Except as otherwise provided herein, these special declarant rights may be exercised by the Declarant until such time as the Declarant has conveyed all Units which may be created hereunder to Unit Owners other than the Declarant.

ARTICLE 9

BOARD OF DIRECTORS

Section 9.1. Initial Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of three (3) members. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with members elected by the Unit Owners, in accordance with the provisions of Section 9.2.

Section 9.2. Election by Unit Owners of Board of Directors. No later than the earlier of (i) sixty (60) days after the conveyance of Sixty-five percent (65%) of the Units (including Units which may be created pursuant to development rights reserved in Article 4 herein if such rights are reserved) to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Unit Owners shall elect a Board of Directors initially composed of three (3) persons each of whom shall be Unit Owners or spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, then a designated agent thereof. The Directors so elected shall serve until the first regular election of the Board of Directors held at the first annual meeting of the Association held in accordance with the Bylaws.

ARTICLE 10

NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act.

ARTICLE 11

EMINENT DOMAIN

Section 11.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a common element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the common elements whether or not any common elements are acquired. Upon acquisition: (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the allocated interests, votes, and common expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced allocated interests.

Section 11.2. Acquisition of Common Elements. If part of the common elements are acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the Units to which that limited common element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to negotiate or settle with any entity seizing any of the common elements by eminent domain.

Section 11.3. Court Decree. The court decree shall be recorded in the York County Registry of Deeds.

Section 11.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any Unit, common element, or limited common element shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE 12

MORTGAGES OF UNITS: RIGHTS OF ELIGIBLE MORTGAGE HOLDERS AND OTHER HOLDERS. INSURERS OR GUARANTORS OF MORTGAGES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest, Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the common elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board.

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 12.3. Notices to and Rights of Eligible Mortgage Holders. Pursuant to the requirements of Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders as hereinafter defined of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, Subsection (a) of the Condominium Act, for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed budget by the Board of Directors under Section

1603-103, Subsection (c) of the Condominium Act, and of the date of the scheduled Unit Owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and

(7) Any default in the performance or payment by a Unit owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense Liabilities.

An "Eligible Mortgage Holder" means the holder of a recorded first mortgage on 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 therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed action if sent at the time notice thereof is given to the Unit Owners.

In the event of any proposed actions described in Paragraphs (1), (2), (3), (4) or (5) above, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In the event of any default described in Paragraph (7) above, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Board of Directors meetings for the purpose of discussing the matters described in Paragraphs (1) to (6) above.

Section 12.4. Approval Rights of Eligible Mortgage Holders. Approval of amendments of a material nature to the Condominium Instruments or Bylaws must be obtained from Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

- (1) voting rights;
- (2) assessments, assessment liens or the priority of assessment liens;
- (3) reserves for maintenance, repair and replacement of Common Elements;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use, except pursuant to the exercise of development rights by the Declarant;

(6) redefinition of any Unit boundaries, except pursuant to the exercise of development rights by the Declarant;

(7) convertibility of Units into Common Elements or Common Elements into Units, except pursuant to the exercise of development rights by the Declarant;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except pursuant to the exercise of development rights by the Declarant;

(9) insurance or fidelity bonds;

(10) leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Instruments or Bylaws shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested, to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 12.5. Rights of Mortgage Holders, Insurers or Guarantors. The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(2) any sixty (60) day delinquency in the payment of Common Expenses or other charges owed by the owner of any Unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insurer or guarantees the mortgage.

Section 12.6. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 12.7. Books and Records. The Association must have current copies of the Condominium Instruments, Bylaws and Rules of Regulations concerning the Condominium as well as its own books, records and financial statements available during normal business hours or under other reasonable circumstances for inspection by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium. In addition, when the Condominium consists of fifty (50) or more Units, the Association must provide an audited statement for the preceding fiscal year if any holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for such a statement. Any mortgage holder has the right to have an audited statement prepared at its own expense when a project consists of fewer than fifty (50) Units.

Section 12.8. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the Bylaws or the Rules and Regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE 13

TERMINATION

Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which eighty percent (80%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to

mortgages held by Eligible Mortgage Holders; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 14

MISCELLANEOUS

If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

In any dispute between one or more Unit Owners and the Declarant regarding the common elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having

jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by John Korpaczewski, its President, this ____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

K & S Development, Inc

By: _____
John Korpaczewski
Its President

STATE OF MAINE
YORK, ss.

_____, 2021

Personally appeared the above named John Korpaczewski, President of said K & S Development, Inc. and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Attorney-At-Law/Notary Public

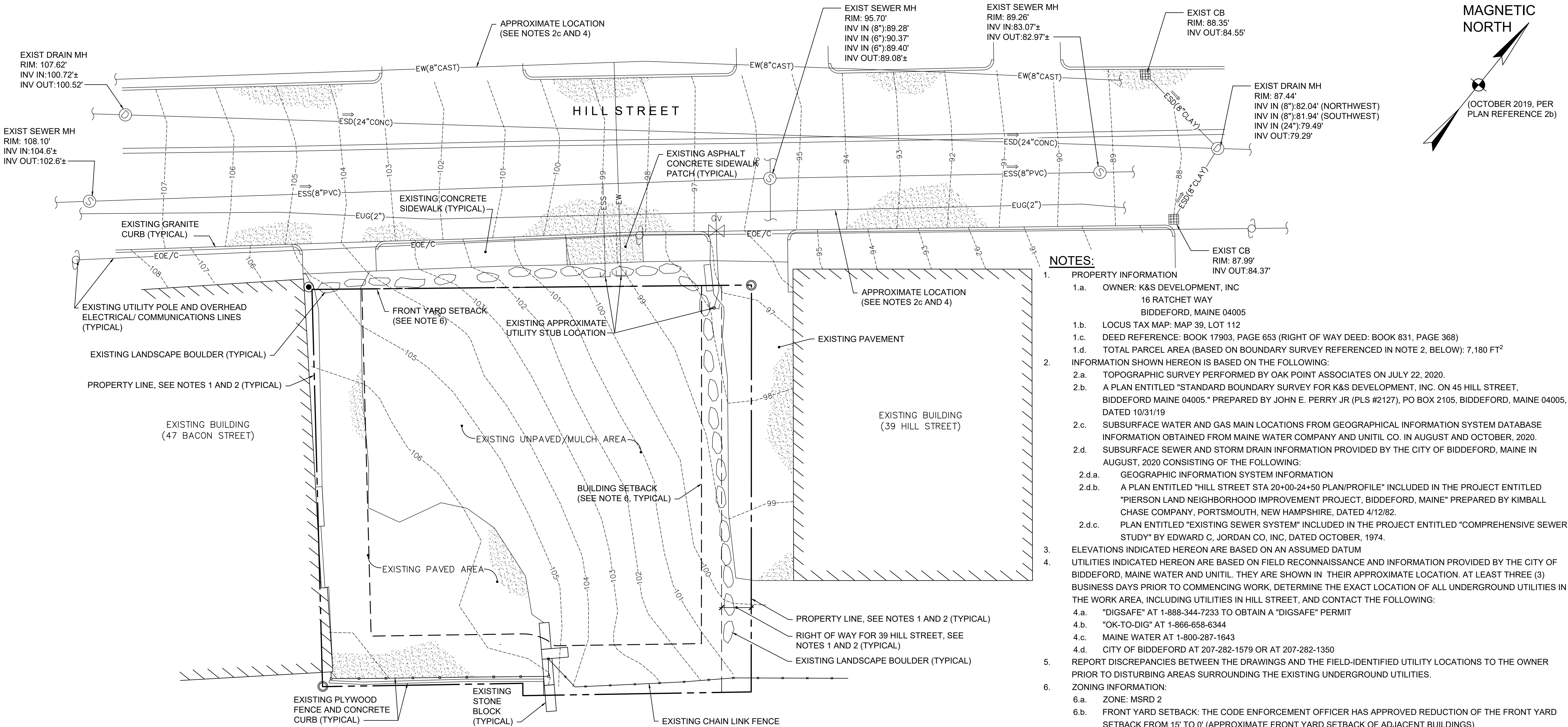
Print Name: _____

rivermilldeclaration/1/5741-018

EXHIBIT B
COMMON ELEMENT INTEREST

<u>UNIT NO.</u>	<u>COMMON EXPENSE LIABILITY</u>	<u>VOTE</u>
1	33.333%	1
2	33.333%	1
3	33.333%	1

Approximately 100.00%



1 EXISTING CONDITIONS SITE PLAN
CX101 SCALE: 1"=10'

LEGEND

—ESD(24"CONC)—	EXISTING UNDERGROUND STORM DRAIN LINE (PIPE SIZE AND MATERIAL AS NOTED)
—ESS(8"PVC)—	EXISTING UNDERGROUND SEWER LINE (8" DIAMETER PVC)
—EUG—	EXISTING UNDERGROUND GAS LINE
—EW(8"CAST)—	EXISTING UNDERGROUND WATER LINE (8" DIAMETER CAST IRON)
—EOE/C—	EXISTING OVERHEAD ELECTRIC/COMMUNICATIONS LINES
CV	EXISTING GAS VALVE
⊗	EXISTING UTILITY POLE
⊙	EXISTING SEWER MANHOLE
⊕	EXISTING DRAIN MANHOLE
⊞	EXISTING CATCH BASIN
→	DRAINAGE FLOW DIRECTION
TOW 104.50 BOW 102.00	TOP OF RETAINING WALL ELEVATION
105.62F	BOTTOM OF RETAINING WALL ELEVATION
105.62F	FINISH GRADE ELEVATION
⊞	DRAINAGE STRUCTURE
SD(8")	STORM DRAIN LINE (SIZE AS NOTED)
—112—	ELEVATION CONTOUR LINE

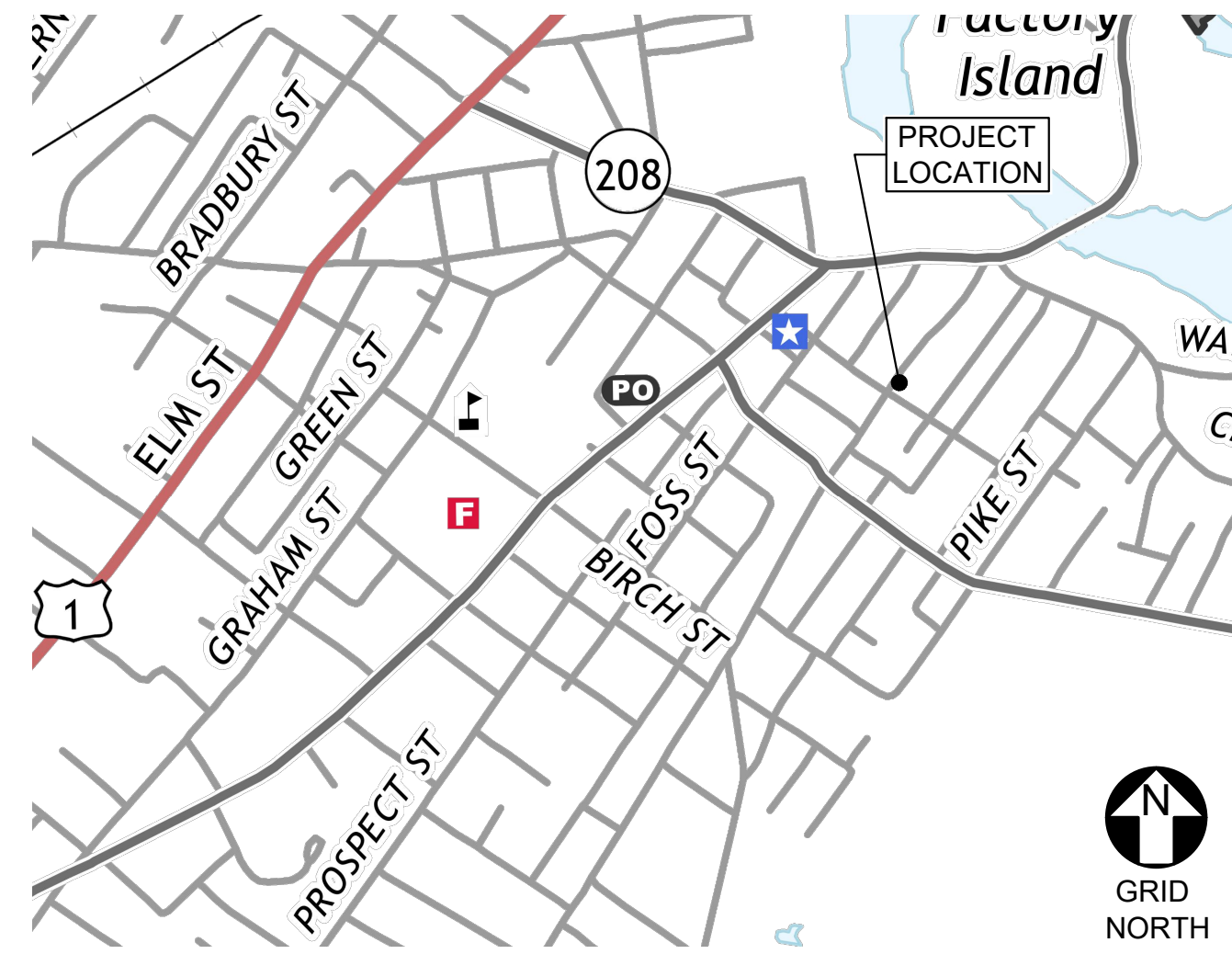
CITY OF BIDDEFORD PLANNING BOARD APPROVAL
(APPLIES TO ALL SHEETS IN THIS SET)

GREG TANSLEY, CITY PLANNER, DULY AUTHORIZED TO SIGN ON BEHALF OF THE BIDDEFORD PLANNING BOARD

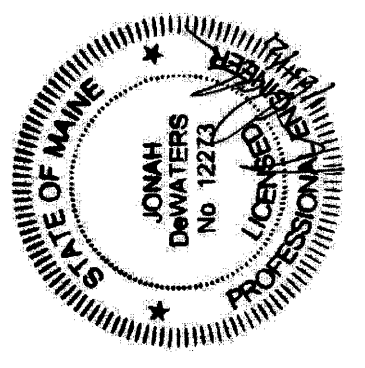
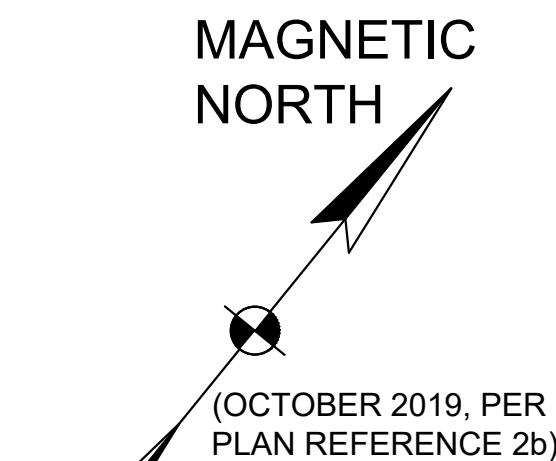
APPROVAL NOTE: DUE TO THE CORONAVIRUS PANDEMIC AND THE GOVERNOR'S DECLARATION OF A CIVIL STATE OF EMERGENCY THE BIDDEFORD PLANNING BOARD AUTHORIZED THE CITY PLANNER TO SIGN THE FINAL PLAN ON BEHALF OF THE PLANNING BOARD AND DECLARED THAT THE FINAL PLAN ONCE SIGNED BY THE CITY PLANNER SHALL BE DEEMED TO HAVE BEEN SIGNED BY INDIVIDUAL MEMBERS OF THE PLANNING BOARD EVIDENCING APPROVAL OF THE FINAL PLAN.

NOTES:

- PROPERTY INFORMATION
 - OWNER: K&S DEVELOPMENT, INC
16 RATCHET WAY
BIDDEFORD, MAINE 04005
 - LOCUS TAX MAP: MAP 39, LOT 112
 - DEED REFERENCE: BOOK 17903, PAGE 653 (RIGHT OF WAY DEED: BOOK 831, PAGE 368)
 - TOTAL PARCEL AREA (BASED ON BOUNDARY SURVEY REFERENCED IN NOTE 2, BELOW): 7,180 FT²
- INFORMATION SHOWN HEREON IS BASED ON THE FOLLOWING:
 - TOPOGRAPHIC SURVEY PERFORMED BY OAK POINT ASSOCIATES ON JULY 22, 2020.
 - A PLAN ENTITLED "STANDARD BOUNDARY SURVEY FOR K&S DEVELOPMENT, INC. ON 45 HILL STREET, BIDDEFORD MAINE 04005." PREPARED BY JOHN E. PERRY JR (PLS #2127), PO BOX 2105, BIDDEFORD, MAINE 04005, DATED 10/31/19
 - SUBSURFACE WATER AND GAS MAIN LOCATIONS FROM GEOGRAPHICAL INFORMATION SYSTEM DATABASE INFORMATION OBTAINED FROM MAINE WATER COMPANY AND UNITIL CO. IN AUGUST AND OCTOBER, 2020.
 - SUBSURFACE SEWER AND STORM DRAIN INFORMATION PROVIDED BY THE CITY OF BIDDEFORD, MAINE IN AUGUST, 2020 CONSISTING OF THE FOLLOWING:
 - GEOGRAPHIC INFORMATION SYSTEM INFORMATION
 - A PLAN ENTITLED "HILL STREET STA 20+00-24+50 PLAN/PROFILE" INCLUDED IN THE PROJECT ENTITLED "PIERSON LAND NEIGHBORHOOD IMPROVEMENT PROJECT, BIDDEFORD, MAINE" PREPARED BY KIMBALL CHASE COMPANY, PORTSMOUTH, NEW HAMPSHIRE, DATED 4/12/82.
 - PLAN ENTITLED "EXISTING SEWER SYSTEM" INCLUDED IN THE PROJECT ENTITLED "COMPREHENSIVE SEWER STUDY" BY EDWARD C. JORDAN CO, INC, DATED OCTOBER, 1974.
- ELEVATIONS INDICATED HEREON ARE BASED ON AN ASSUMED DATUM
- UTILITIES INDICATED HEREON ARE BASED ON FIELD RECONNAISSANCE AND INFORMATION PROVIDED BY THE CITY OF BIDDEFORD, MAINE WATER AND UNITIL. THEY ARE SHOWN IN THEIR APPROXIMATE LOCATION. AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCING WORK, DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES IN THE WORK AREA, INCLUDING UTILITIES IN HILL STREET, AND CONTACT THE FOLLOWING:
 - "DIGSAFE" AT 1-888-344-7233 TO OBTAIN A "DIGSAFE" PERMIT
 - "OK-TO-DIG" AT 1-866-658-6344
 - MAINE WATER AT 1-800-287-1643
 - CITY OF BIDDEFORD AT 207-282-1579 OR AT 207-282-1350
- REPORT DISCREPANCIES BETWEEN THE DRAWINGS AND THE FIELD-IDENTIFIED UTILITY LOCATIONS TO THE OWNER PRIOR TO DISTURBING AREAS SURROUNDING THE EXISTING UNDERGROUND UTILITIES.
- ZONING INFORMATION:
 - ZONE: MSRD 2
 - FRONT YARD SETBACK: THE CODE ENFORCEMENT OFFICER HAS APPROVED REDUCTION OF THE FRONT YARD SETBACK FROM 15' TO 0' (APPROXIMATE FRONT YARD SETBACK OF ADJACENT BUILDINGS)
 - SIDE AND REAR YARD SETBACKS: 10'
 - MINIMUM LOT SIZE: 2,000 FT²
 - MINIMUM LOT FRONTAGE: 50'
 - MAXIMUM HEIGHT: 3 STORIES (35')
- TRAFFIC CONTROL NOTE: PREPARE AND SUBMIT A WRITTEN TRAFFIC CONTROL PLAN TO THE CITY OF BIDDEFORD FOR APPROVAL PRIOR TO ANY LANE CLOSURES OR WORK WITHIN THE RIGHT OF WAY.
- OBTAIN CITY OF BIDDEFORD STREET OPENING PERMIT PRIOR TO PERFORMING WORK IN THE RIGHT OF WAY.
- PRIOR TO BEGINNING EXCAVATION, PROVIDE PRODUCT INFORMATION SUBMITTALS FOR THE FOLLOWING PRODUCTS TO THE CITY OF BIDDEFORD ENGINEERING DEPARTMENT AND PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL:
 - STORM DRAIN PIPING
 - STORM DRAIN LATERAL CONNECTION
 - DRAIN MANHOLE
 - SEWER LINE PIPING
- PRIOR TO BEGINNING EXCAVATION, COORDINATE WITH THE CITY OF BIDDEFORD PUBLIC WORKS DEPARTMENT FOR INSPECTIONS OF THE FOLLOWING ITEMS:
 - LATERAL CONNECTIONS TO THE EXISTING STORM DRAIN SYSTEM
 - STORM DRAIN LINE INSTALLATION WITHIN THE HILL STREET RIGHT OF WAY
 - CONNECTIONS TO THE EXISTING SANITARY SEWER STUB AT THE EDGE OF THE HILL STREET RIGHT OF WAY



2 VICINITY MAP
CX101 SCALE: 1"=800'



DESIGNED BY: JSD
DRAWN BY: JSD
CHECKED BY: JLG
PROJECT: 22004.03

K&S DEVELOPMENT

16 Ratchet Way
Biddeford, Maine 04005
T (207) 282-9990

SUBDIVISION PLANS FOR
A 3 UNIT CONDOMINIUM
DEVELOPMENT
45 Hill Street, Biddeford, Maine

EXISTING CONDITIONS PLAN

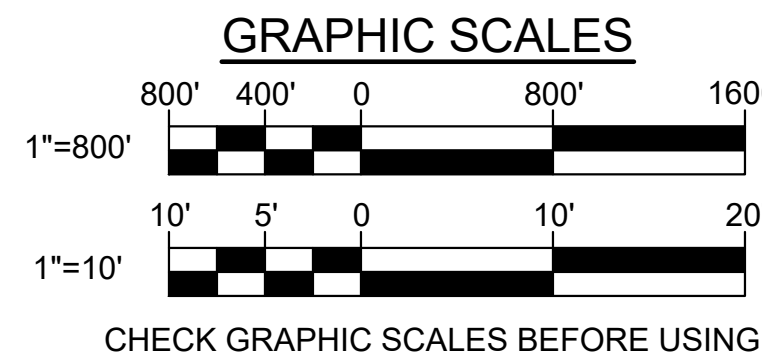
SCALE: AS NOTED

DATE: 12-16-2020

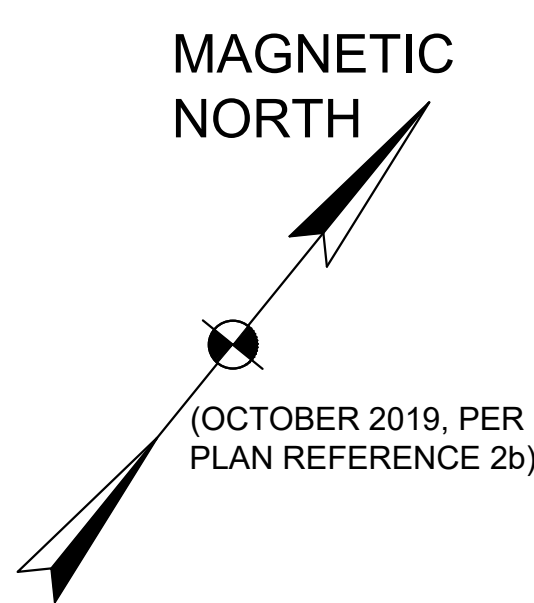
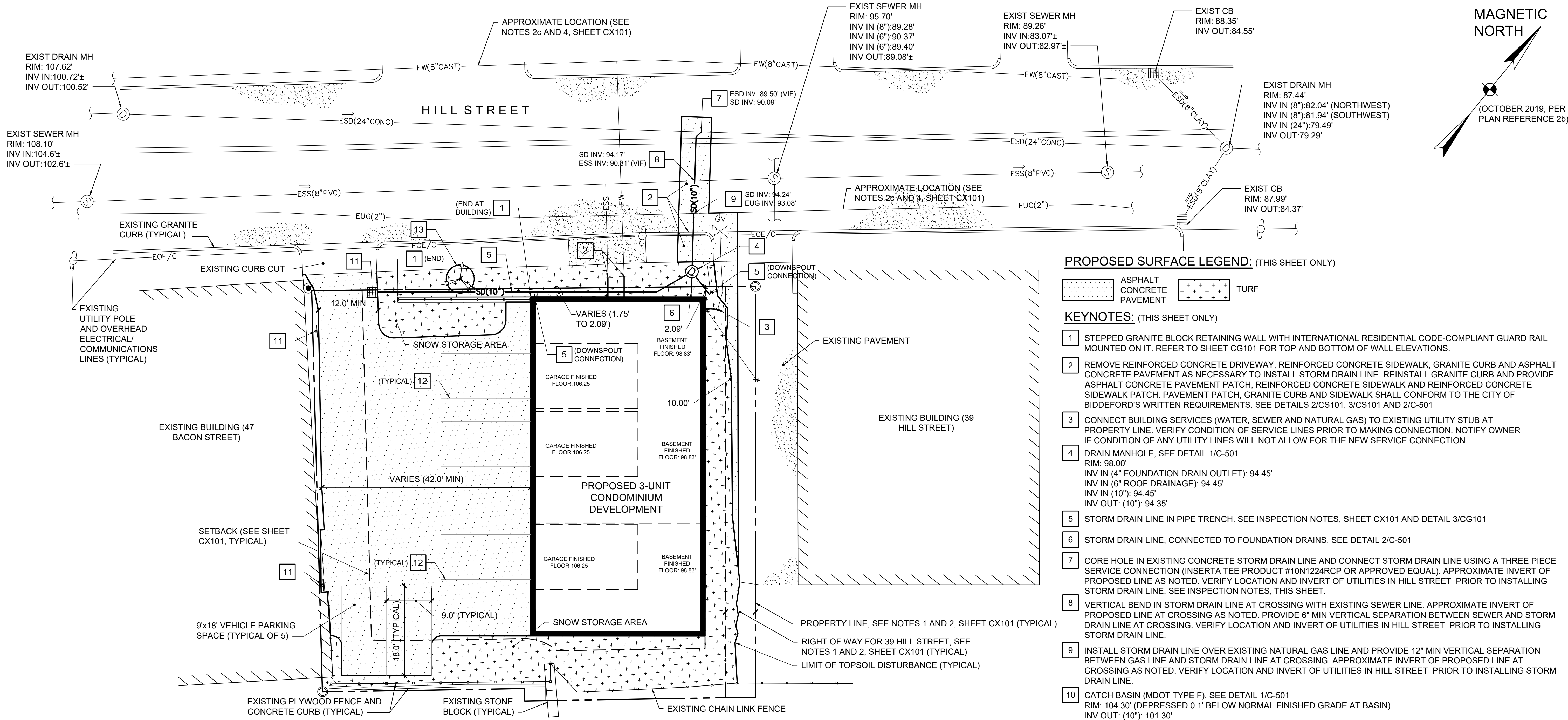
DWG.: CX101

SHEET: 1 OF 4

NO.	DATE	DESCRIPTION	BY
1	01/25/21	RESPOND TO REVIEW	JSD
		COMMENTS	



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PROPOSED SURFACE LEGEND: (THIS SHEET ONLY)

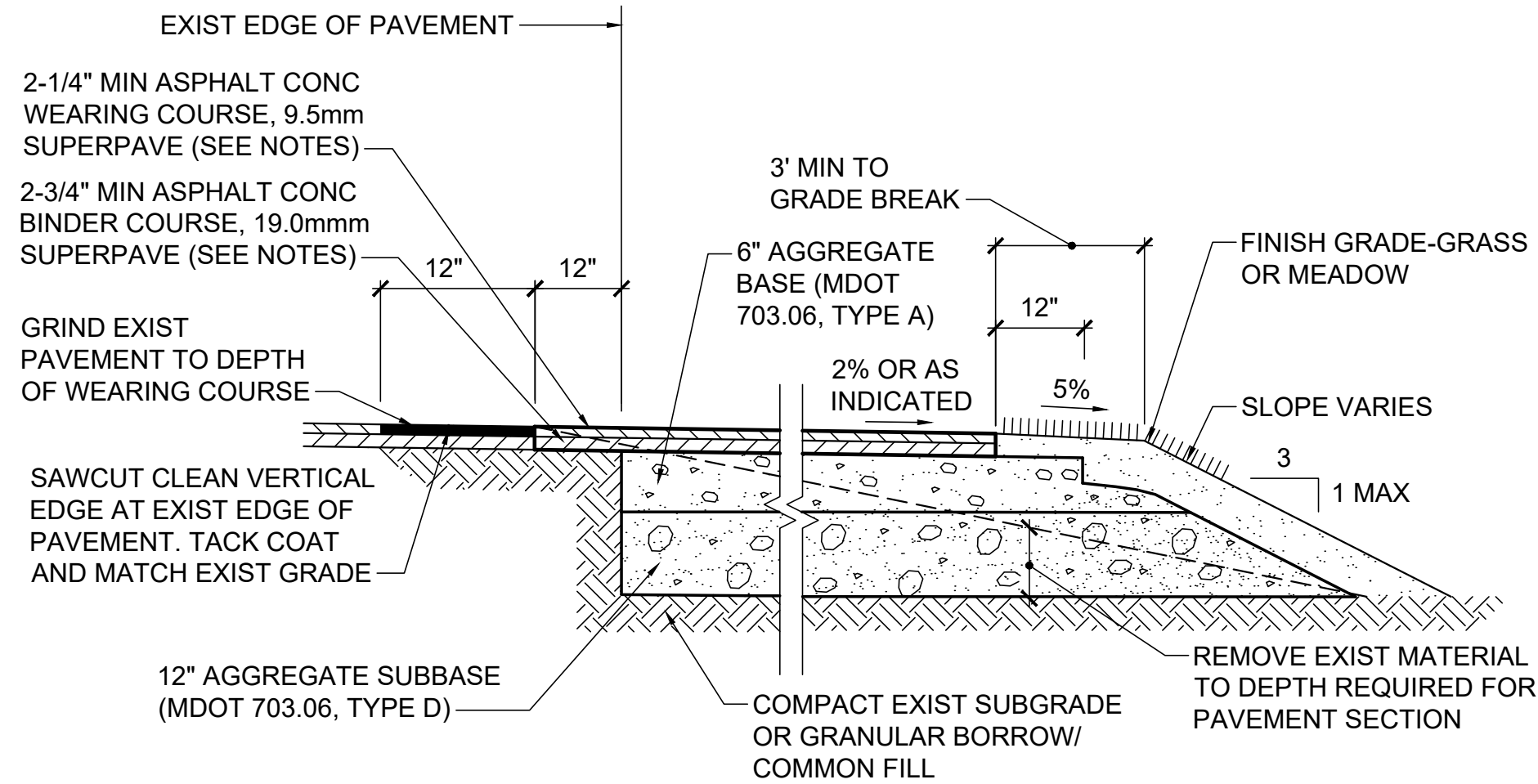


KEYNOTES: (THIS SHEET ONLY)

- 1 STEPPED GRANITE BLOCK RETAINING WALL WITH INTERNATIONAL RESIDENTIAL CODE-COMPLIANT GUARD RAIL MOUNTED ON IT. REFER TO SHEET CG101 FOR TOP AND BOTTOM OF WALL ELEVATIONS.
- 2 REMOVE REINFORCED CONCRETE DRIVEWAY, REINFORCED CONCRETE SIDEWALK, GRANITE CURB AND ASPHALT CONCRETE PAVEMENT AS NECESSARY TO INSTALL STORM DRAIN LINE. REINSTALL GRANITE CURB AND PROVIDE ASPHALT CONCRETE PAVEMENT PATCH, REINFORCED CONCRETE SIDEWALK AND REINFORCED CONCRETE SIDEWALK PATCH. PAVEMENT PATCH, GRANITE CURB AND SIDEWALK SHALL CONFORM TO THE CITY OF BIDDEFORD'S WRITTEN REQUIREMENTS. SEE DETAILS 2/CS101, 3/CS101 AND 2/C-501
- 3 CONNECT BUILDING SERVICES (WATER, SEWER AND NATURAL GAS) TO EXISTING UTILITY STUB AT PROPERTY LINE. VERIFY CONDITION OF SERVICE LINES PRIOR TO MAKING CONNECTION. NOTIFY OWNER IF CONDITION OF ANY UTILITY LINES WILL NOT ALLOW FOR THE NEW SERVICE CONNECTION.
- 4 DRAIN MANHOLE, SEE DETAIL 1/C-501
RIM: 98.00'
INV IN (4" FOUNDATION DRAIN OUTLET): 94.45'
INV IN (6" ROOF DRAINAGE): 94.45'
INV IN (10"): 94.45'
INV OUT: (10"): 94.35'
- 5 STORM DRAIN LINE IN PIPE TRENCH. SEE INSPECTION NOTES, SHEET CX101 AND DETAIL 3/CG101
- 6 STORM DRAIN LINE, CONNECTED TO FOUNDATION DRAINS. SEE DETAIL 2/C-501
- 7 CORE HOLE IN EXISTING CONCRETE STORM DRAIN LINE AND CONNECT STORM DRAIN LINE USING A THREE PIECE SERVICE CONNECTION (INSERTA TEE PRODUCT #10N1224RCP OR APPROVED EQUAL). APPROXIMATE INVERT OF PROPOSED LINE AS NOTED. VERIFY LOCATION AND INVERT OF UTILITIES IN HILL STREET PRIOR TO INSTALLING STORM DRAIN LINE. SEE INSPECTION NOTES, THIS SHEET.
- 8 VERTICAL BEND IN STORM DRAIN LINE AT CROSSING WITH EXISTING SEWER LINE. APPROXIMATE INVERT OF PROPOSED LINE AT CROSSING AS NOTED. PROVIDE 6" MIN VERTICAL SEPARATION BETWEEN SEWER AND STORM DRAIN LINE AT CROSSING. VERIFY LOCATION AND INVERT OF UTILITIES IN HILL STREET PRIOR TO INSTALLING STORM DRAIN LINE.
- 9 INSTALL STORM DRAIN LINE OVER EXISTING NATURAL GAS LINE AND PROVIDE 12" MIN VERTICAL SEPARATION BETWEEN GAS LINE AND STORM DRAIN LINE AT CROSSING. APPROXIMATE INVERT OF PROPOSED LINE AT CROSSING AS NOTED. VERIFY LOCATION AND INVERT OF UTILITIES IN HILL STREET PRIOR TO INSTALLING STORM DRAIN LINE.
- 10 CATCH BASIN (MDOT TYPE F), SEE DETAIL 1/C-501
RIM: 104.30' (DEPRESSED 0.1' BELOW NORMAL FINISHED GRADE AT BASIN)
INV OUT: (10"): 101.30'
- 11 'NO PARKING BETWEEN SIGNS' SIGN. SEE DETAIL 3/C-501
- 12 PAVEMENT MARKING: 4" WIDE WHITE LINE
- 13 STREET TREE: ARMSTRONG RED MAPLE (ACER RUBRUM 'ARMSTRONG'), 2-1/2" TO 3" CALIPER. SEE DETAIL 5/C-501

NOTE: REFER TO SHEET CG101 FOR GRADING INFORMATION

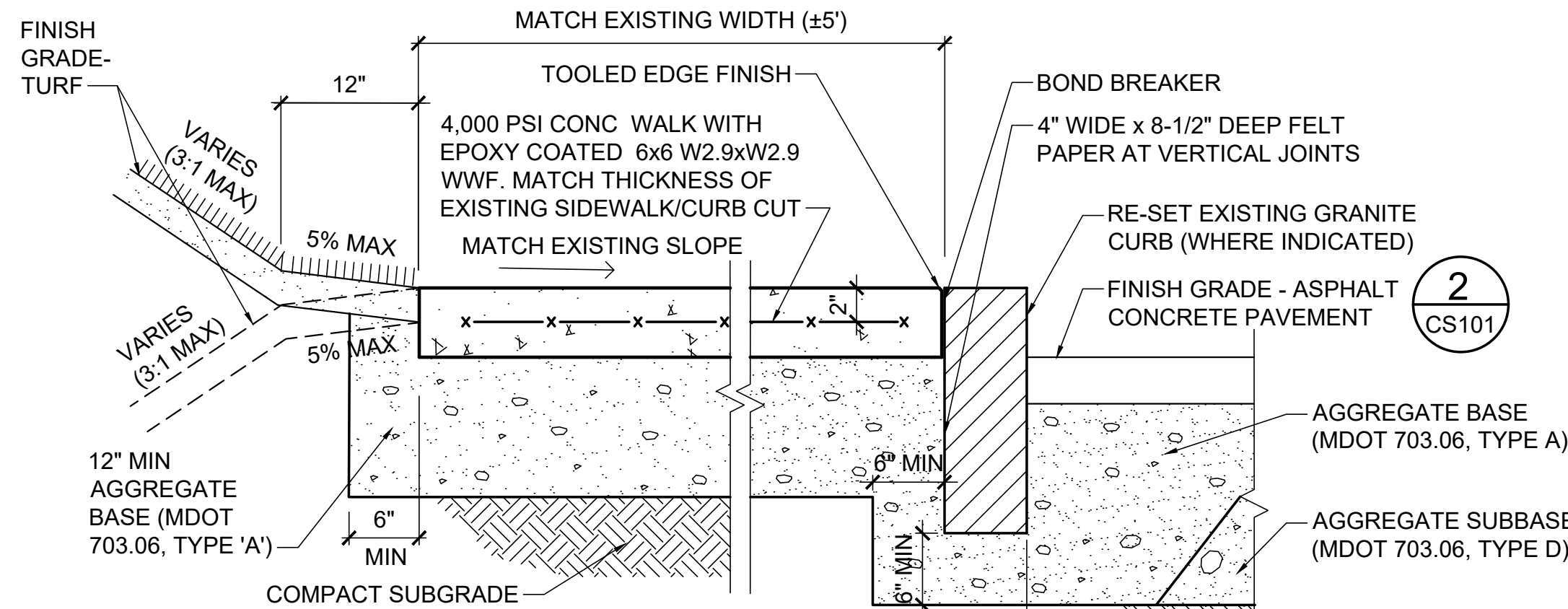
1 SITE PLAN
CS101 SCALE: 1"=10'



PAVEMENT NOTES:

1. TOTAL PAVEMENT THICKNESS SHALL MATCH EXISTING PAVEMENT THICKNESS IN HILL STREET AND SHALL BE 5" THICK MINIMUM.
2. PAVEMENT MATERIALS SHALL COMPLY WITH MDOT 702.07, PGAB PG64-28.
3. PAVEMENT MIXTURES SHALL BE MDOT APPROVED AND CONFORM TO MDOT STANDARD SPECIFICATIONS SECTION 703.09.
4. REFER TO SOIL COMPACTION NOTES, SHEET C-501.

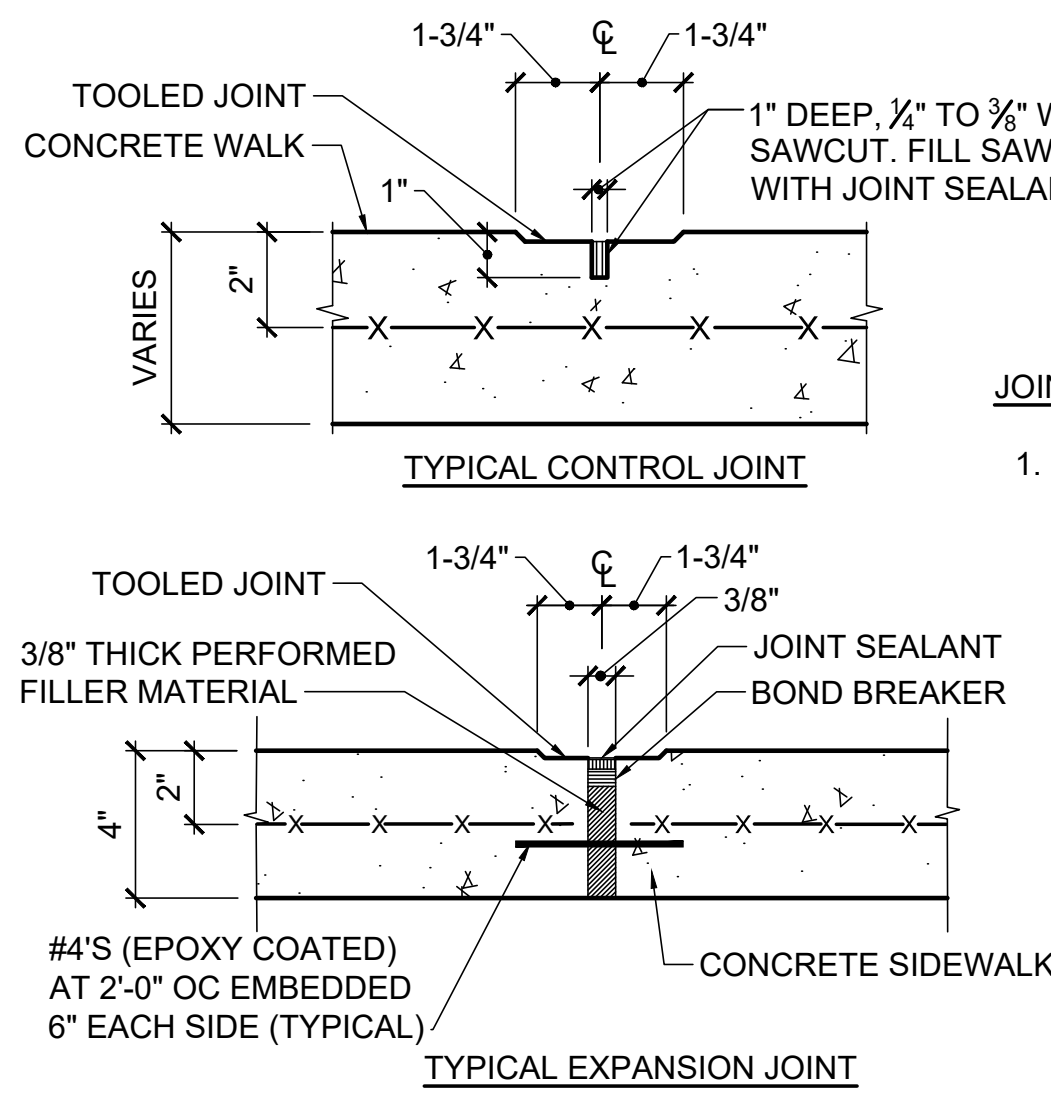
2 TYPICAL HILL STREET PAVEMENT SECTION
CS101, C-501 NOT TO SCALE



CONCRETE WALK NOTES:

1. PROVIDE MEDIUM BROOM FINISH IN DIRECTION MATCHING EXISTING SIDEWALK.
2. PROVIDE EQUALLY SPACED TOOLED CONTROL JOINTS AT 5'-0" TO 6'-0" ON CENTER AND AT ALL EDGES. SEE DETAIL 4/CS101
3. PROVIDE EXPANSION JOINTS IN CONCRETE AT THE JOINT WITH THE EXISTING CONCRETE SIDEWALK. SEE DETAIL 4/CS101
4. PROVIDE MEDIUM BROOM FINISH MATCHING DIRECTION OF FINISH ON EXISTING SIDEWALK.
5. PROVIDE GROOVED FINISH IN CONCRETE AT CURB CUT TO MATCH FINISH ON EXISTING CURB CUT.
6. REFER TO SOIL COMPACTION NOTES, SHEET C-501.

3 TYPICAL REINFORCED CONCRETE WALK DETAIL
CS101, C-501 NOT TO SCALE

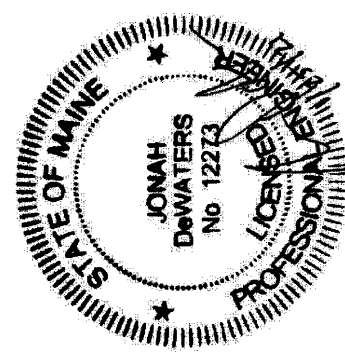
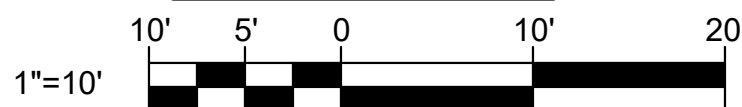


JOINT NOTE:

1. TOOLED JOINT SURFACE SHALL BE SMOOTH AND AT A CONSTANT DEPTH

NO.	DATE	DESCRIPTION	BY
1	01/25/21	RESPOND TO REVIEW	JSD
		COMMENTS	

GRAPHIC SCALE



DESIGNED BY: JSD
DRAWN BY: JLG
CHECKED BY:
PROJECT: 22004.03

K&S DEVELOPMENT

16 Ratchet Way
Biddeford, Maine 04005
T (207) 282-9990

SUBDIVISION PLANS FOR
A 3 UNIT CONDOMINIUM
DEVELOPMENT

45 Hill Street, Biddeford, Maine

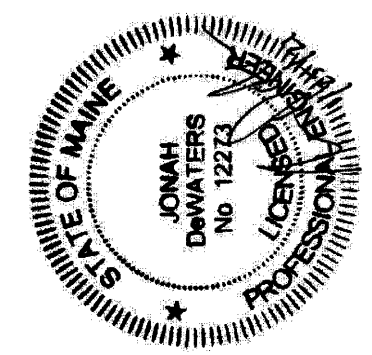
SITE
PLAN

SCALE: AS NOTED

DATE: 12-16-2020

DWG.: CS101

SHEET: 2 OF 4



DESIGNED BY: JSD
DRAWN BY: JLG
CHECKED BY:
PROJECT: 22004.03

K&S DEVELOPMENT

16 Ratchet Way
Biddeford, Maine 04005
T (207) 282-9990

SUBDIVISION PLANS FOR A 3 UNIT CONDOMINIUM DEVELOPMENT

45 Hill Street, Biddeford, Maine

GRADING PLAN

SCALE: AS NOTED

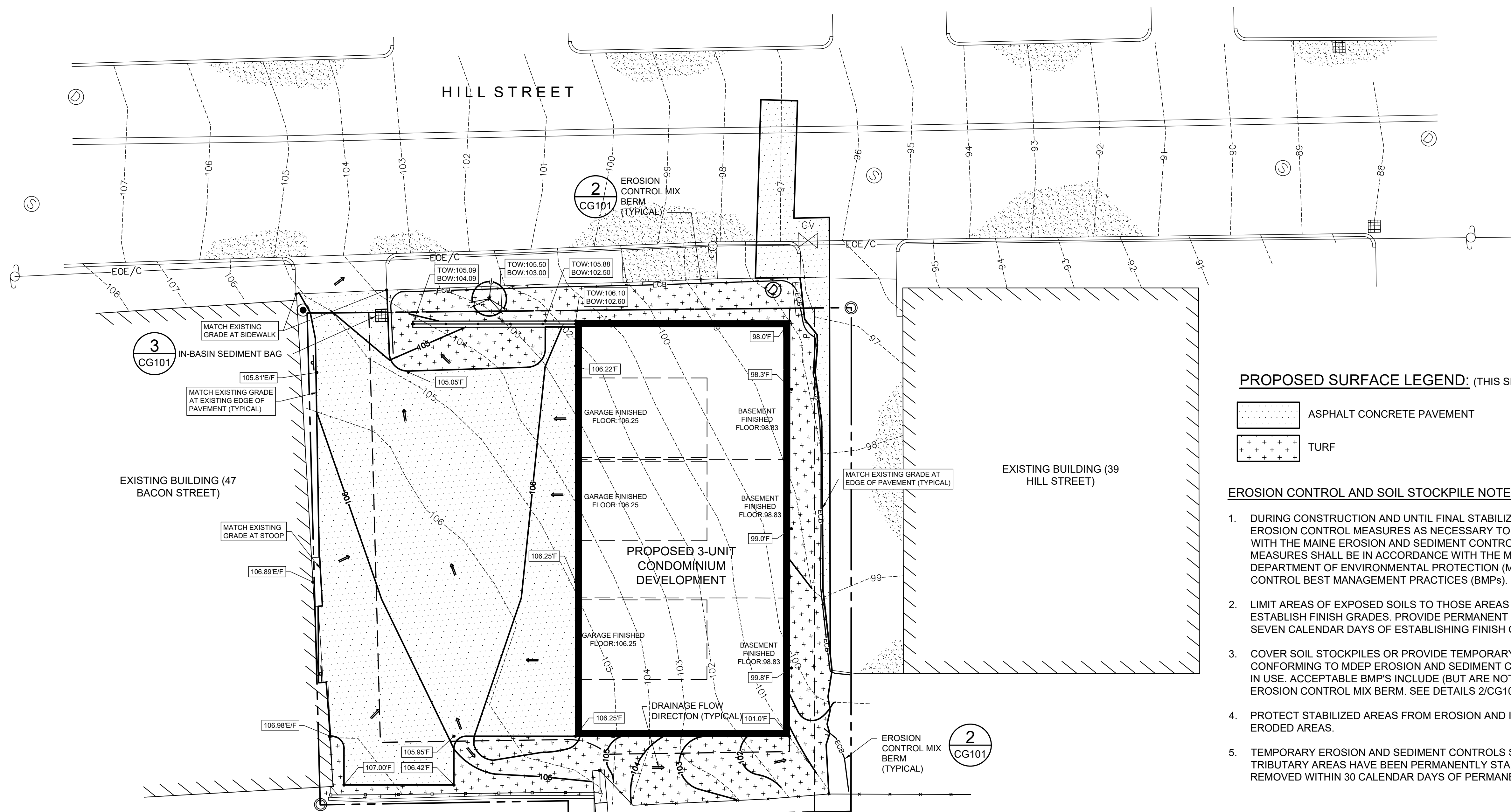
DATE: 12-16-2020

DWG.: **CG101**

SHEET: **3** OF **4**

MAGNETIC
NORTH

(OCTOBER 2019, PER
PLAN REFERENCE 2b)

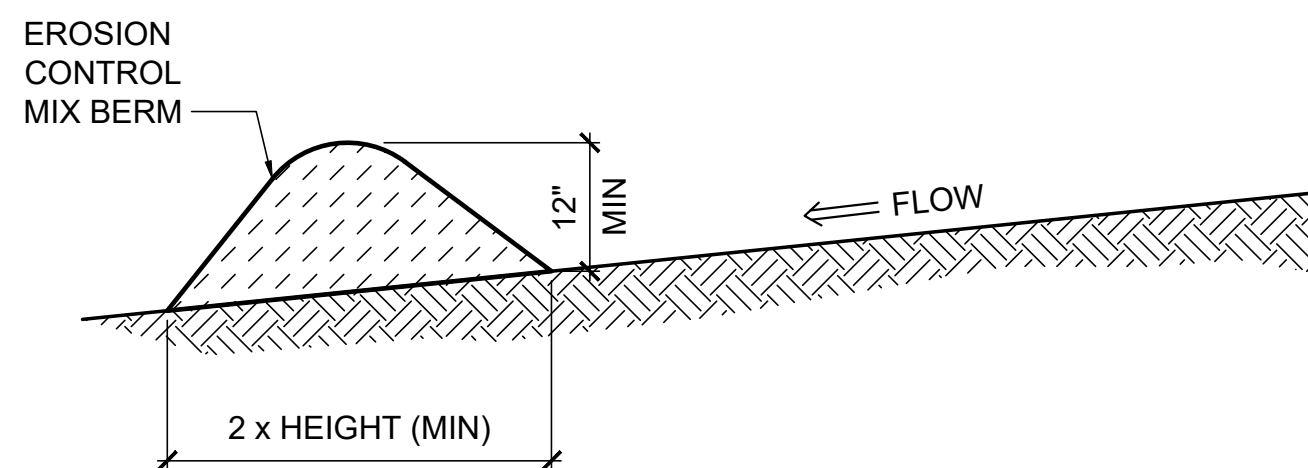


NOTE: REFER TO SHEET CS101 FOR UTILITY AND LAYOUT INFORMATION

1 GRADING PLAN CG101 SCALE: 1"=10'

NOTES

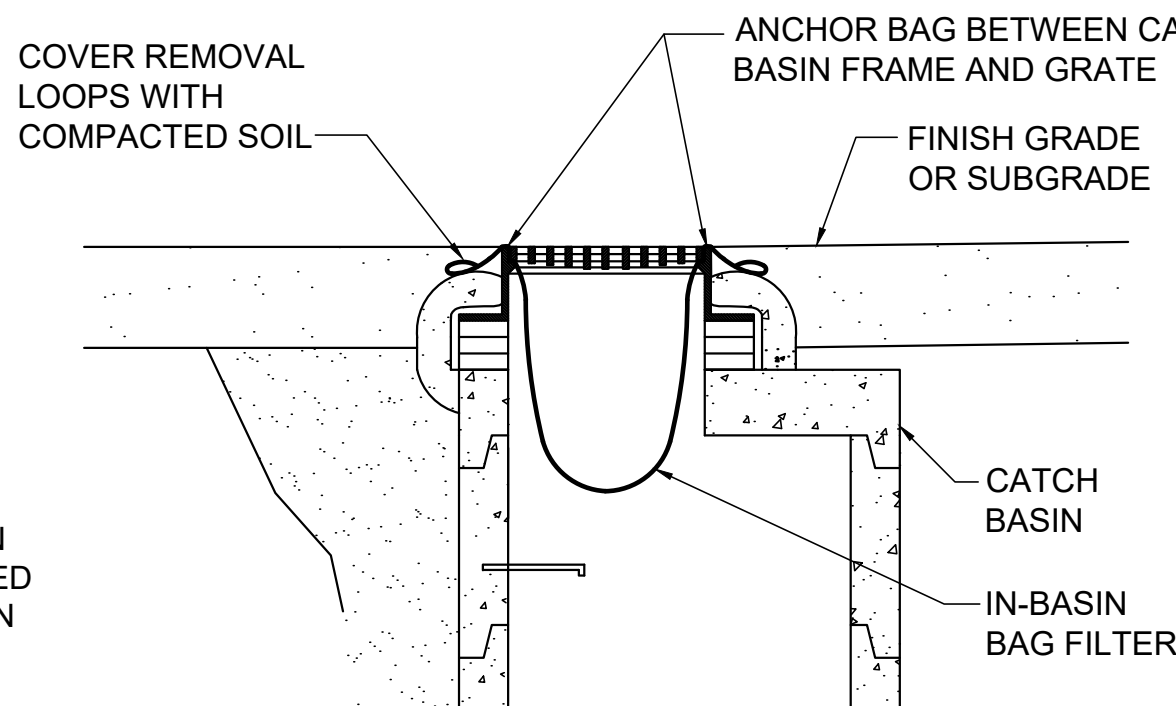
- PROVIDE INLET PROTECTION FOR NEWLY INSTALLED STRUCTURES AS SOON AS THE STRUCTURE IS INSTALLED.
- IN-BASIN BAG FILTERS SHALL BE A WOVEN POLYPROPYLENE WITH THE FOLLOWING MINIMUM PROPERTIES:
 - GRAB TENSILE STRENGTH ACCORDING TO ASTM D4632: 300 LBS
 - PUNCTURE RESISTANCE ACCORDING TO ASTM D4833: 120 LBS
 - MULLEN BURST ACCORDING TO ASTM D3786: 800 PSI
 - FLOW RATE ACCORDING TO ASTM D4491: 44 GAL/MIN/SF
- BAG FILTER SEAMS SHALL BE DOUBLE STITCHED WITH HIGH-STRENGTH NYLON THREAD AND SHALL HAVE AN AVERAGE WIDE WIDTH STRENGTH PER ASTM D4884 OF 165 LBS/INCH.
- PROVIDE TYPE A INLET PROTECTION IN EXISTING OR NEWLY PAVED AREAS WITH NON-STABILIZED TRIBUTARY WATERSHEDS.
- REMOVE ACCUMULATED SEDIMENTS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. DO NOT PUNCTURE BAG FILTER TO CLEAN OUT SEDIMENT.



EROSION CONTROL MIX BERM NOTE:

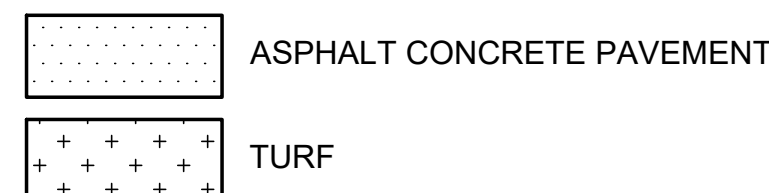
THE MIX MUST BE WELL-GRADED WITH AN ORGANIC COMPONENT THAT IS BETWEEN 50 AND 100% OF DRY WEIGHT, AND THAT IS COMPOSED OF FIBROUS AND ELONGATED FRAGMENTS. THE MINERAL PORTION OF THE MIX SHALL BE NATURALLY INCLUDED IN THE PRODUCT WITH NO LARGER ROCKS (>3") OR LARGE AMOUNTS OF FINES (SILTS AND CLAYS). IN STUMP GRINDING, THE MINERAL SOIL ORIGINATES FROM THE ROOT BALL AND SHALL NOT BE REMOVED BEFORE GRINDING. THE MIX SHALL BE FREE OF REFUSE, MATERIAL TOXIC TO PLANT GROWTH OR UNSUITABLE MATERIAL (BARK CHIPS, GROUND CONSTRUCTION DEBRIS OR REPROCESSED WOOD PRODUCTS).

2 TYP EROSION CONTROL MIX BERM DETAIL CG101 NOT TO SCALE



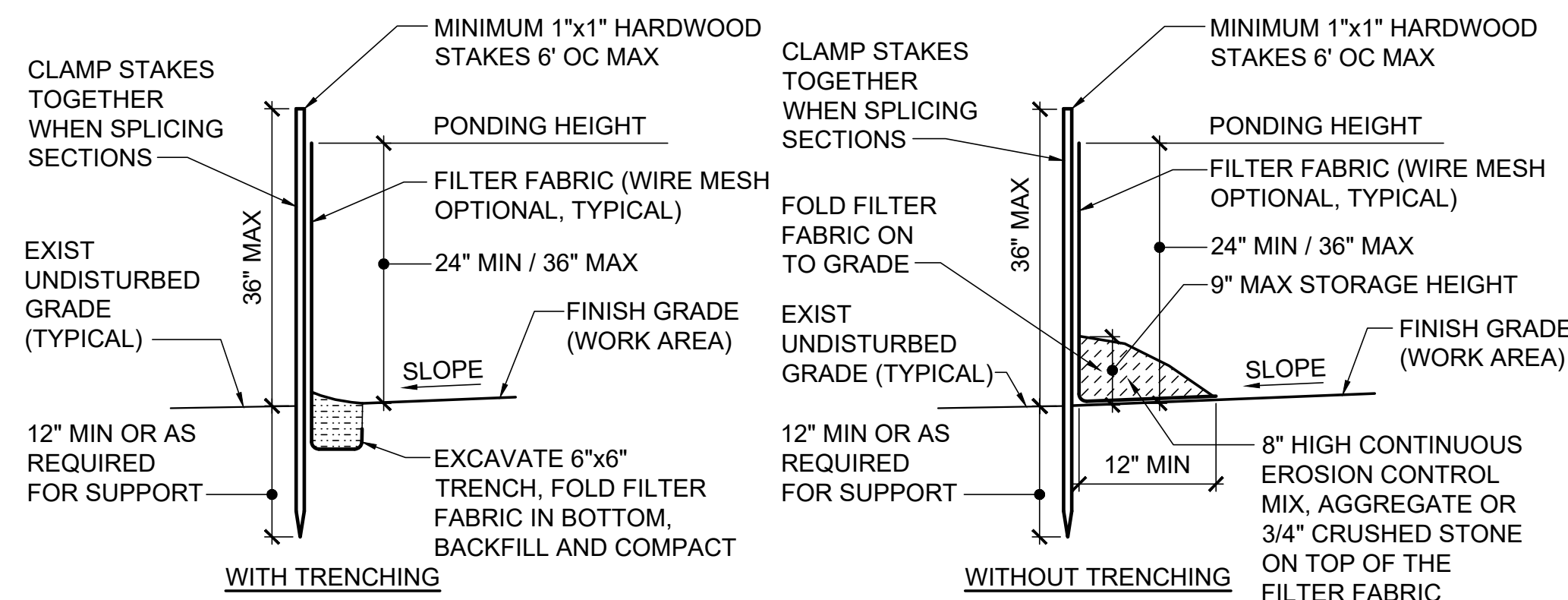
3 TYP CATCH BASIN INLET PROTECTION DETAIL (TYPE A) CG101 NOT TO SCALE

PROPOSED SURFACE LEGEND: (THIS SHEET ONLY)



EROSION CONTROL AND SOIL STOCKPILE NOTES

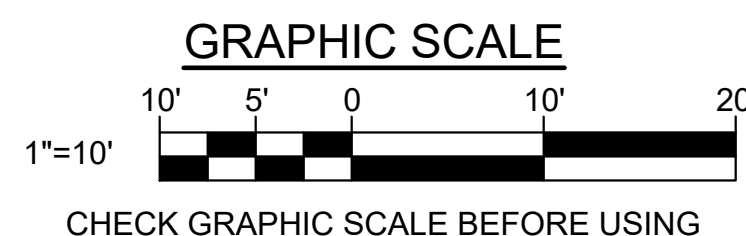
- DURING CONSTRUCTION AND UNTIL FINAL STABILIZATION OF THE SITE, IMPLEMENT EROSION CONTROL MEASURES AS NECESSARY TO CONTROL EROSION IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL LAW. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (MDEP) EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs).
- LIMIT AREAS OF EXPOSED SOILS TO THOSE AREAS THAT WILL BE ACTIVELY WORKED TO ESTABLISH FINISH GRADES. PROVIDE PERMANENT STABILIZATION MEASURES WITHIN SEVEN CALENDAR DAYS OF ESTABLISHING FINISH GRADE.
- COVER SOIL STOCKPILES OR PROVIDE TEMPORARY EROSION CONTROL MEASURES CONFORMING TO MDEP EROSION AND SEDIMENT CONTROL BMP'S WHEN THEY ARE NOT IN USE. ACCEPTABLE BMP'S INCLUDE (BUT ARE NOT LIMITED TO) SILT FENCE AND EROSION CONTROL MIX BERM. SEE DETAILS 2/CG101 AND 4/CG101.
- PROTECT STABILIZED AREAS FROM EROSION AND IMMEDIATELY REPAIR/REVEGETATE ERODED AREAS.
- TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL REMAIN IN PLACE UNTIL THEIR TRIBUTARY AREAS HAVE BEEN PERMANENTLY STABILIZED. MEASURES SHALL BE REMOVED WITHIN 30 CALENDAR DAYS OF PERMANENT STABILIZATION.



SILT FENCE NOTES

- SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS EXCEED 6" IN DEPTH.
- SILT FENCES SHALL BE INSPECTED AFTER EACH RAINFALL AND ALL NECESSARY REPAIRS/REPLACEMENT MADE IMMEDIATELY.
- SILT FENCES SHALL BE REMOVED AFTER SATISFACTORY VEGETATIVE COVER IS ESTABLISHED. PROVIDE TOPSOIL, FINISH GRADE, SEED AND MULCH DISTURBED AREAS.
- IN AREAS WHERE SILT FENCE CAN NOT BE TRENCHED SUCH AS FROZEN GROUND, BEDROCK, STONY SOIL, ROOTS OR NEAR A PROTECTED RESOURCE THE SILT FENCE SHALL BE ANCHORED USING THE "WITHOUT TRENCHING" METHOD SHOWN ABOVE.

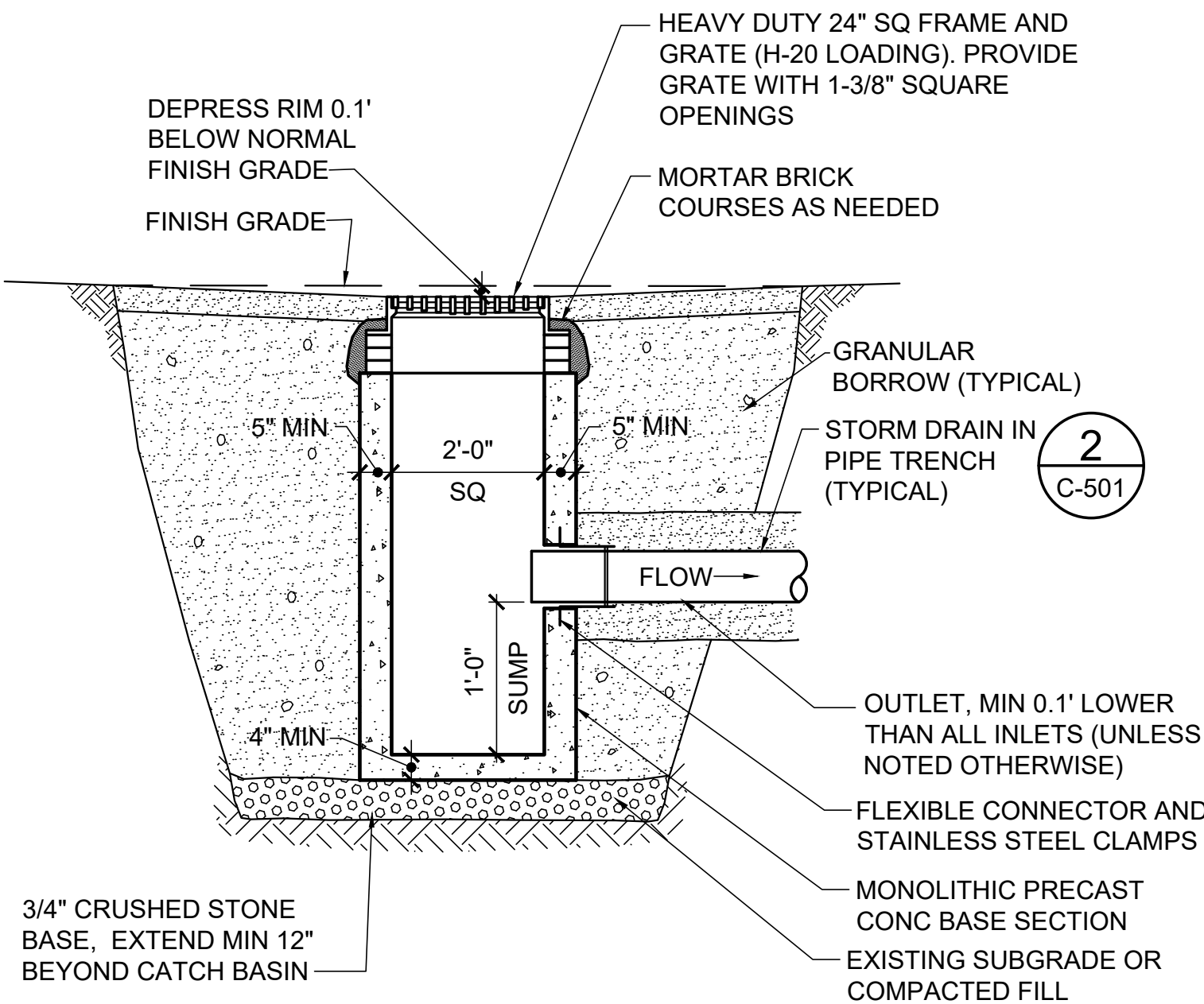
4 TYP SILT FENCE DETAIL CG101 NOT TO SCALE



NO.	DATE	DESCRIPTION	BY
1	01/25/21	RESPOND TO REVIEW	JSD
COMMENTS			

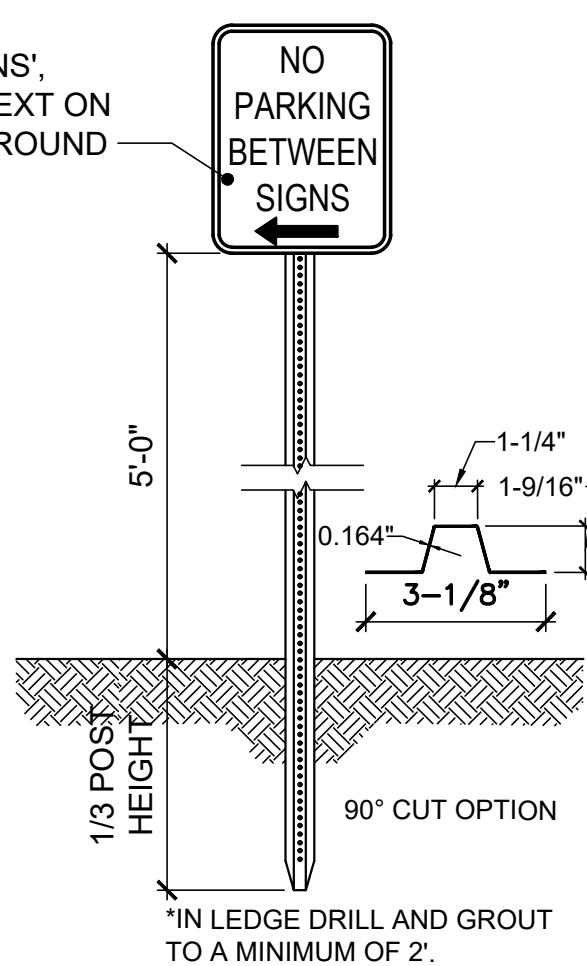
STRUCTURE NOTES:

- CONCRETE SHALL BE MIN F'c=5,000 PSI.
- PROVIDE REINFORCING TO ACHIEVE AASHTO HS-20 LOADING CLASSIFICATION (32,000 POUND AXLE LOAD).
- DRAIN MANHOLES SHALL CONFORM TO ASTM C478, UNLESS INDICATED OTHERWISE.
- PROVIDE PIPE PENETRATIONS AS INDICATED ON PLANS.
- SHIPLAP JOINTS SHALL HAVE 2 STRIPS OF 1" DIA BUTYL RUBBER SEALANT, RAM-NEK GASKET OR APPROVED EQUAL.
- PROVIDE LOCK JOINT FLEXIBLE PIPE SLEEVES, CAST IN OR GASKET WITH EXPANSION SLEEVE.
- EACH CASTING TO HAVE LIFTING HOLES CAST IN. PLUG LIFTING HOLES WITH GROUT AFTER PLACING MANHOLE.
- REFER TO SOIL COMPACTION NOTES, THIS SHEET.



MAINE DEPARTMENT OF TRANSPORTATION "TYPE F" CATCH BASIN
(USE ONLY WHERE INDICATED)

'NO PARKING BETWEEN SIGNS', 12"X18", RED TEXT ON WHITE BACKGROUND



LENGTH: AS REQUIRED
WEIGHT PER LINEAR FOOT: 2.50 LBS (MIN).
HOLES: 3/8" DIAMETER, 1" C-C FULL LENGTH
STEEL: SHALL CONFORM TO ASTM A-499 (GRADE 60) OR ASTM A-576 (GRADE 1070-1080)
FINISH: GALVANIZED

3 POST DETAIL
C-501 NOT TO SCALE

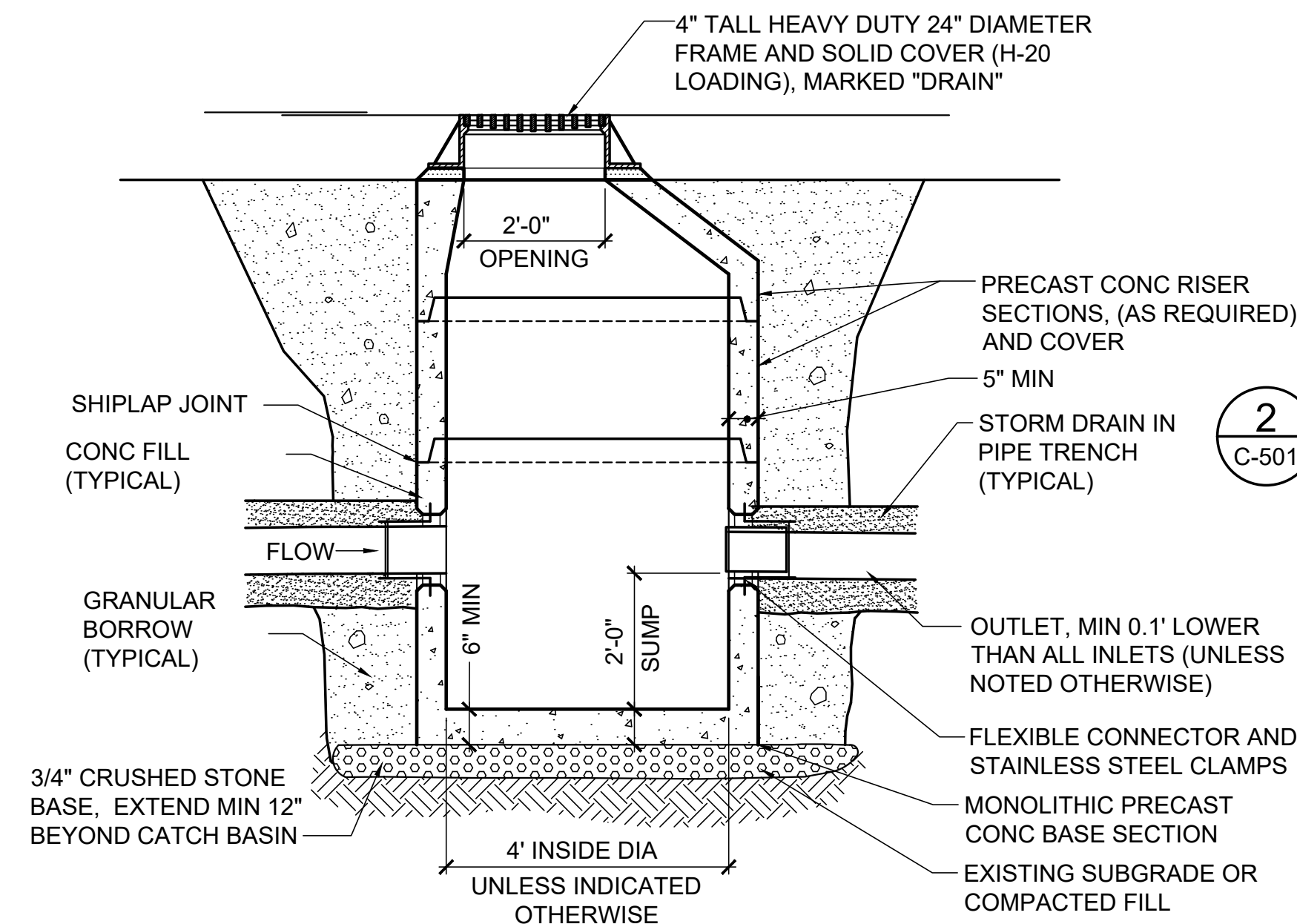
1 DRAINAGE STRUCTURE DETAILS
C-501 NOT TO SCALE

PIPE TRENCH NOTES:

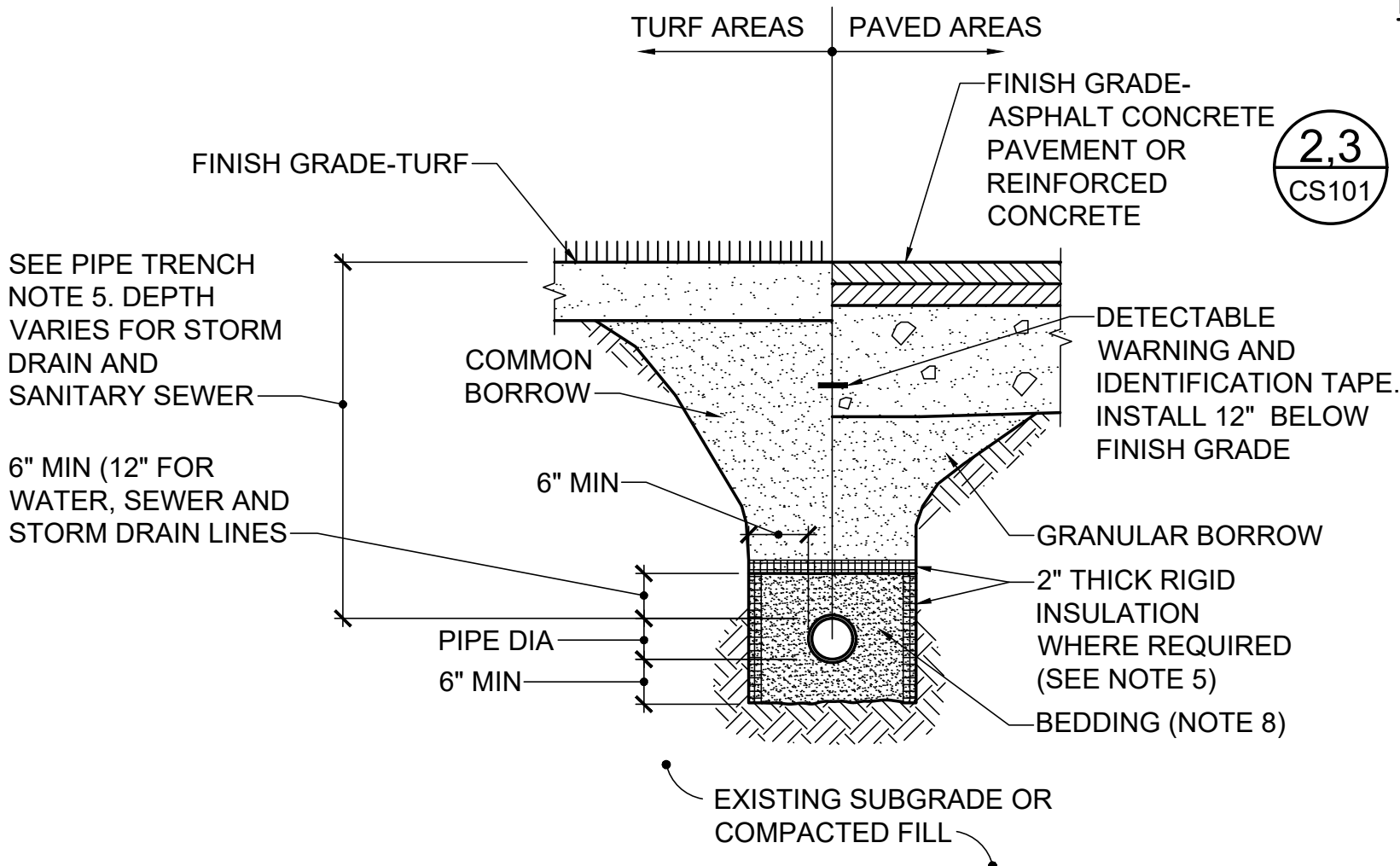
- UNLESS APPROVED IN WRITING BY THE CITY OF BIDDEFORD, STORM DRAIN PIPING SHALL BE SMOOTH INTERIOR, DOUBLE WALLED HDPE CONFORMING TO AASHTO M252 (ADS-N12 OR APPROVED EQUAL) WITH WATERTIGHT JOINTS CONFORMING TO ASTM 3212.
- INSTALL THERMOPLASTIC (PVC, HDPE) GRAVITY PIPING IN ACCORDANCE WITH ASTM D 2321 AND MANUFACTURER'S WRITTEN REQUIREMENTS. SEE ALSO PIPE TRENCH BEDDING NOTES.
- ALL EXCAVATION WORK SHALL COMPLY WITH OSHA STANDARDS. TRENCH SIDEWALLS SHALL BE VERTICAL FROM TRENCH BOTTOM TO 12" ABOVE TOP OF PIPE.
- PROVIDE A MINIMUM OF 12" VERTICAL CLEARANCE BETWEEN PIPES AND WATERLINES AT CROSSINGS. PROVIDE A MINIMUM OF 6" VERTICAL CLEARANCE BETWEEN ALL OTHER CROSSING PIPES.
- IF EXISTING SITE CONDITIONS DO NOT ALLOW FOR THE UTILITY TO MEET THE COVER REQUIREMENTS OF THE UTILITY COMPANY, IT MAY BE ABLE TO REDUCED IF

2" THICK RIGID INSULATION IS PROVIDED ABOVE AND ON EITHER SIDE OF PIPE. OBTAIN WRITTEN PERMISSION FROM THE UTILITY COMPANY BEFORE INSTALLING PIPES THAT WILL REQUIRE INSULATION DUE TO REDUCED COVER.

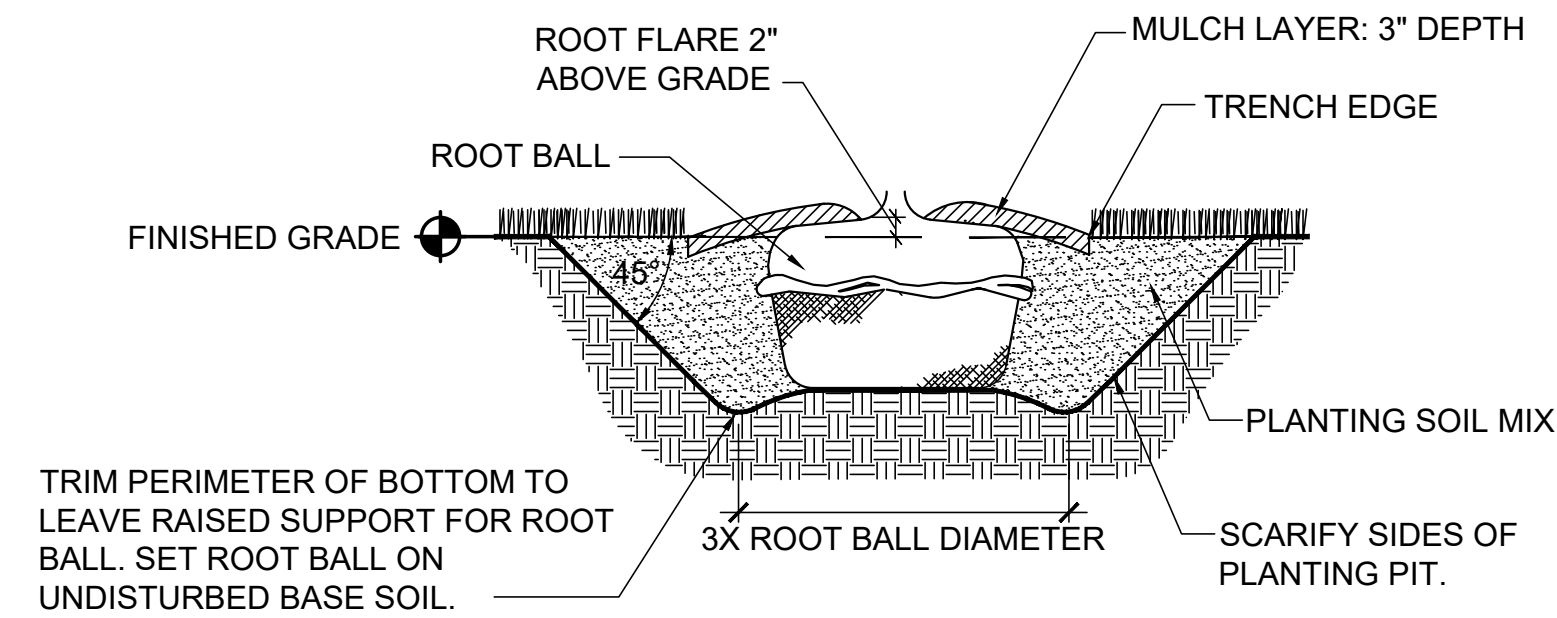
- PROVIDE MIN 0.005'/FT (0.5%) PITCH ON ALL GRAVITY PIPING.
- INSTALL WATER SUPPLY PIPING IN ACCORDANCE WITH WATER DISTRICT'S WRITTEN INSTRUCTIONS.
- PIPE BEDDING SHALL BE ASTM D 2321, CLASS 1B OR II BEDDING, EXCEPT WITH 100 PERCENT PASSING A 1" SIEVE AND GREATER THAN 75 PERCENT PASSING A NO. 4 SIEVE, EXCEPT AT SEWER AND STORM DRAINAGE PIPING, WHERE 3/4" CRUSHED STONE SHALL BE USED.
- REFER TO SOIL COMPACTION NOTES, THIS SHEET.



DRAIN MANHOLE DETAIL



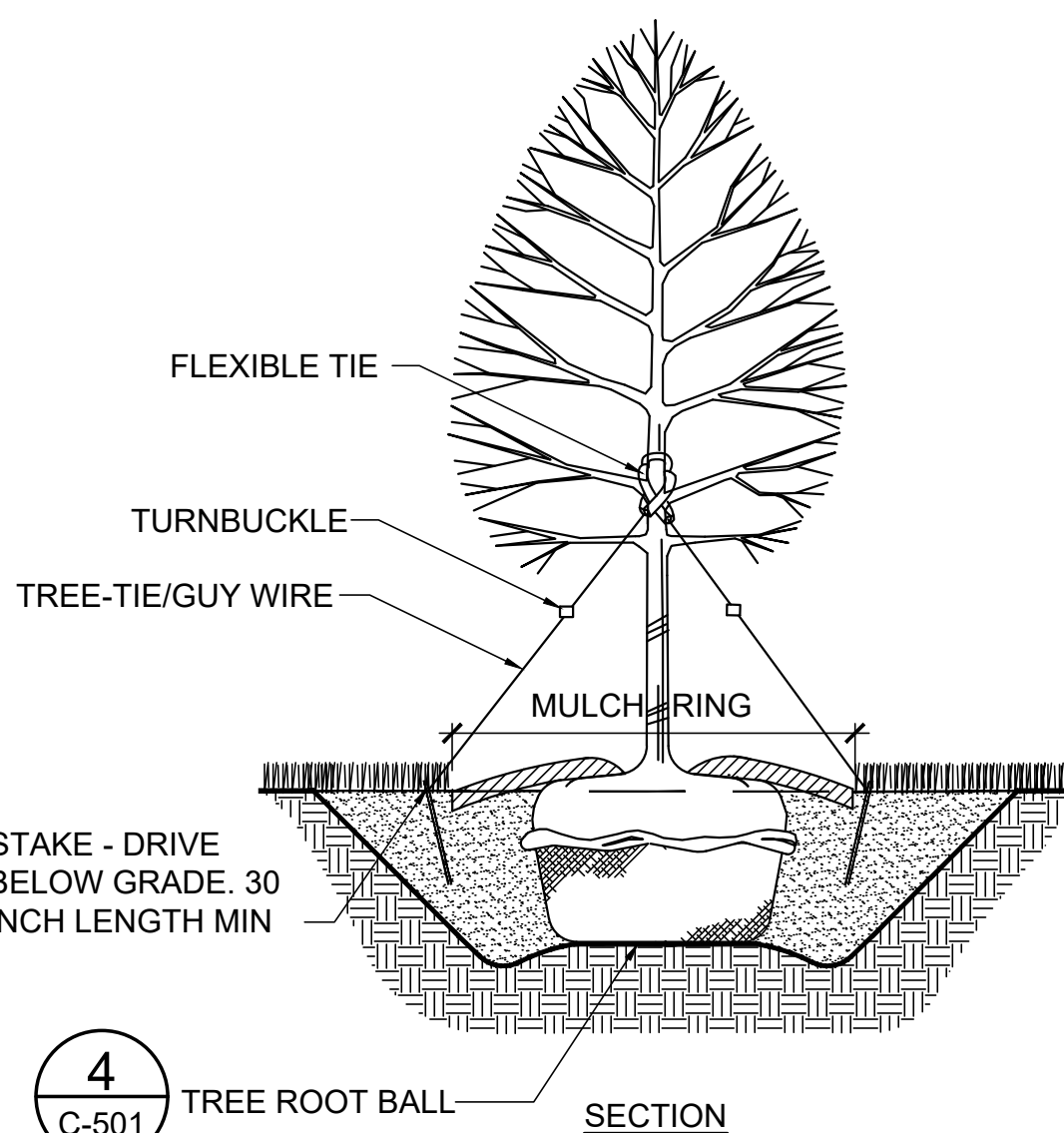
2 TYP PIPE TRENCH DETAIL
C-501 NOT TO SCALE



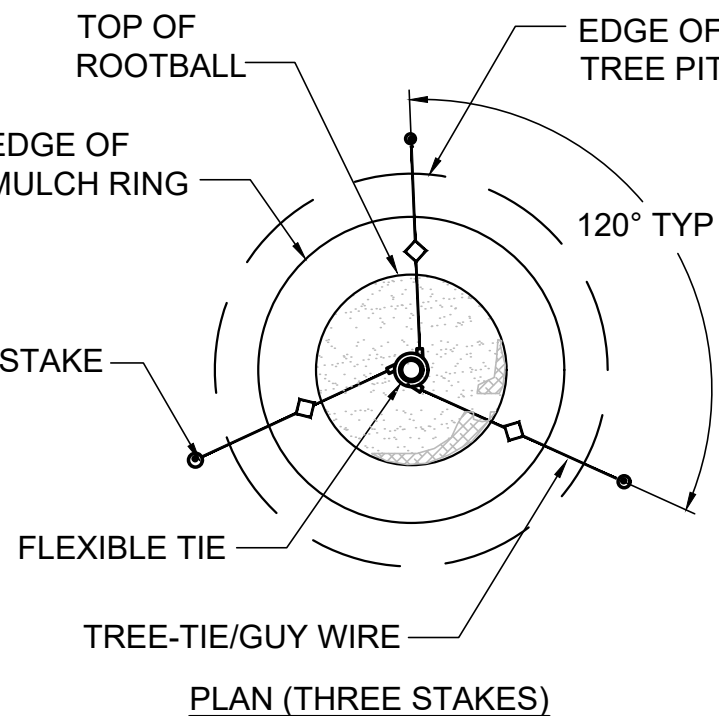
PLANTING PROCEDURE:

- EXCAVATE CIRCULAR PLANTING PIT 3X THE DIAMETER OF ROOT BALL WITH SIDES SLOPING INWARD AT 45°ANGLE.
- FILL EXCAVATIONS WITH WATER AND ALLOW TO PERCOLATE. NOTIFY ARCHITECT OF UNEXPECTED WATER SEEPAGE OR RETENTION OF WATER.
- SET TREE WITH ROOT FLARE 2" ABOVE SURROUNDING FINISHED GRADE. DO NOT BREAK ROOT BALL.
- REMOVE BURLAP, STRAPS, WIRE CAGE AND OTHER MATERIALS FROM TOP 1/4 OF ROOTBALL.
- BACK FILL WITH PLANTING SOIL MIX IN LAYERS. TAMP LIGHTLY TO ELIMINATE VOIDS AND AIR POCKETS.
- WATER THOROUGHLY WHEN ONE-HALF OF PLANTING PIT IS FILLED.
- PLACE FERTILIZER TABLETS ONE INCH FROM ROOT BALL WHEN ONE-HALF OF PLANTING PIT IS FILLED.
- PLACE REMAINDER OF FILL AND WATER THOROUGHLY.
- CONSTRUCT TRENCH EDGE AND MULCH AS SPECIFIED. DO NOT PLACE MULCH WITHIN 3 INCHES OF TRUNK.
- STABILIZE TREE AS SPECIFIED.

4 TYPICAL TREE ROOT BALL PIT
C-501 NOT TO SCALE



5 TREE STAKING AND GUYING
C-501 NOT TO SCALE



NOTES:

- SET TREE PLUMB PRIOR TO STAKING.
- ON MULTI-STEM TREES, ATTACH GUYS TO THE LARGEST TRUNK.
- ON EVERGREEN TREES, ATTACH GUYS 1/2 WAY UP HEIGHT OF TREE.
- REMOVE STAKING AND GUYING AFTER ONE YEAR.

SOIL COMPACTION NOTES:

COMPACT MATERIALS IN ACCORDANCE WITH ASTM D1557 TO THE FOLLOWING LEVELS:

- PIPE BEDDING AND FILL IN PIPE TRENCHES: 92%
- CRUSHED STONE UNDER DRAINAGE STRUCTURES: 95%
- AGGREGATE BASE AND SUBBASE: 95%
- GRANULAR BORROW AND COMMON FILL UNDER PAVEMENTS, WALKWAYS AND BUILDINGS: 95%
- GRANULAR BORROW AND COMMON FILL UNDER TURF AREAS: 92%
- PLANTING SOIL: 85%

PLANT MAINTENANCE NOTES:

INSTALLATION TO SUBSTANTIAL COMPLETION

- BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS OF WATERING AND MAINTENANCE.
- WATER PLANTS THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING.
- MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING TREE-STABILIZATION DEVICES, RESETTING TO PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE.
- INSTALL AND MAINTAIN TEMPORARY PIPING, HOSES, AND LAWN-WATERING EQUIPMENT TO CONVEY WATER FROM SOURCES AND TO KEEP LAWN UNIFORMLY MOIST TO A DEPTH OF 4 INCHES. WATER LAWN WITH FINE SPRAY AT A MINIMUM RATE OF 1 INCH PER WEEK UNLESS RAINFALL IS ADEQUATE.
- PROTECT PLANTS FROM PHYSICAL DAMAGE DUE TO ACTIVITIES ON THE SITE, SUCH AS CONSTRUCTION, STORAGE OF BUILDING MATERIALS, SNOW STORAGE AND PARKING.
- IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS HORTICULTURALLY REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.

SUBSTANTIAL COMPLETION TO END OF WARRANTY PERIOD

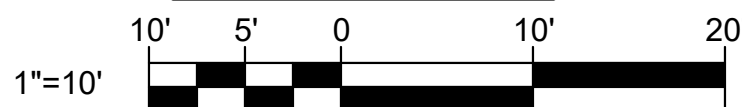
- WARRANTY ALL PLANT MATERIALS FOR ONE(1) FULL YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
- PROVIDE MAINTENANCE OF PLANTS FROM SUBSTANTIAL COMPLETION UNTIL SUCH TIME AS PLANTINGS ARE ACCEPTABLY HEALTHY AND WELL ESTABLISHED (AS DETERMINED BY OWNER'S REPRESENTATIVE), BUT FOR NOT LESS THAN TIME SPECIFIED. AFTER SUCH TIME, THE OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL PLANTINGS.
- REMOVE STAKING AND GUY WIRES AFTER ONE YEAR.
- PRUNE, CULTIVATE, WATER, WEED, FERTILIZE, MULCH, RESTORE PLANTING SAUCERS, ADJUST AND REPAIR TREE-STABILIZATION DEVICES, RESET TO PROPER GRADES OR VERTICAL POSITION, AND PERFORM OTHER OPERATIONS AS REQUIRED TO MAINTAIN HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE.
- PROTECT PLANTS FROM PHYSICAL DAMAGE DUE TO ACTIVITIES ON THE SITE, SUCH AS CONSTRUCTION, STORAGE OF BUILDING MATERIALS, SNOW STORAGE AND PARKING.
- IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS HORTICULTURALLY REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON. REPLACE PLANTS THAT ARE MORE THAN 25% DEAD OR IN AN UNHEALTHY CONDITION AT THE END OF WARRANTY PERIOD.

AFTER WARRANTY PERIOD:

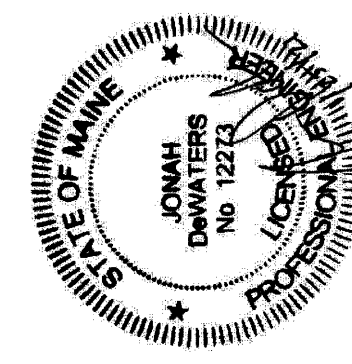
- OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PLANT AND LAWN MATERIAL AFTER WARRANTY PERIOD.
- WATER, FERTILIZE, WEED, MOW, RAKE, TRIM, OVERSEED, TOP DRESS, REPLANT AND PERFORM OTHER OPERATIONS AS REQUIRED TO MAINTAIN HEALTHY AND VIABLE LAWN.
- PRUNE, CULTIVATE, WATER, WEED, FERTILIZE, MULCH, RESTORE PLANTING SAUCERS, ADJUST AND REPAIR TREE-STABILIZATION DEVICES, RESET TO PROPER GRADES OR VERTICAL POSITION, AND PERFORM OTHER OPERATIONS AS REQUIRED TO MAINTAIN HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE.
- PROTECT PLANTS FROM PHYSICAL DAMAGE DUE TO ACTIVITIES ON THE SITE, SUCH AS CONSTRUCTION, STORAGE OF BUILDING MATERIALS, SNOW STORAGE AND PARKING.
- REMOVE DEAD PLANTS AND REPLACE UNLESS HORTICULTURALLY REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.

NO.	DATE	DESCRIPTION	BY
1	01/25/21	RESPOND TO REVIEW	JSD
		COMMENTS	

GRAPHIC SCALE



CHECK GRAPHIC SCALE BEFORE USING



DESIGNED BY: JSD
DRAWN BY: JLG
CHECKED BY:
PROJECT: 22004.03

K&S DEVELOPMENT

16 Rachel Way
Biddeford, Maine 04005
T (207) 282-9990

SUBDIVISION PLANS FOR
A 3 UNIT CONDOMINIUM
DEVELOPMENT

45 Hill Street, Biddeford, Maine

SITE DETAILS

SCALE: AS NOTED

DATE: 12-16-2020

DWG.: C-501

SHEET: 4 OF 4



Front Elevation

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



Right Elevation

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

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responsibility of the general
contractor to size structural
beams and to ensure that this
home is built according to all
state & local codes in effect
at the time of construction.

Prepared For:	John Korpaczewski
	Hill Street
	Biddeford
	Maine

Approvals

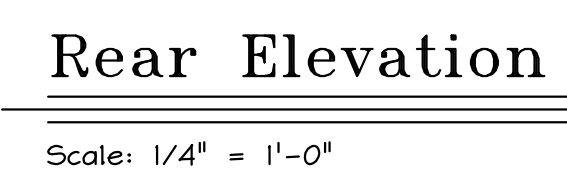
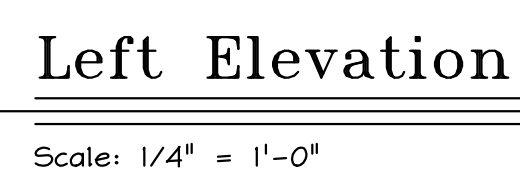
Revisions	
1	1/16/21

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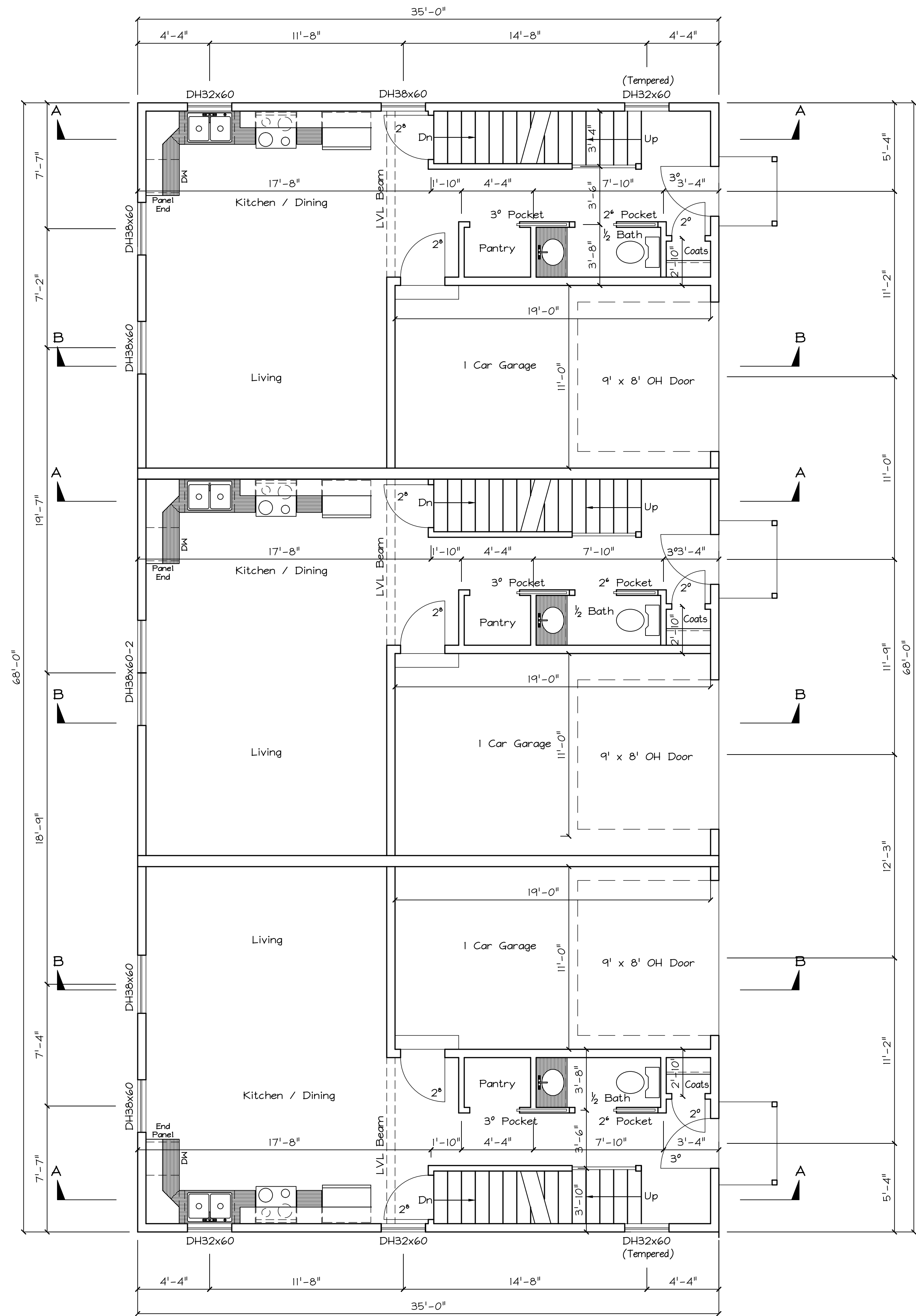
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207-282-7744

SPECIALIZING IN YOUR DREAM HOME

Date:	11/22/2020
Issued:	12/13/2020
Dr. By:	John A. Perron
Sheet No.	1 / 7

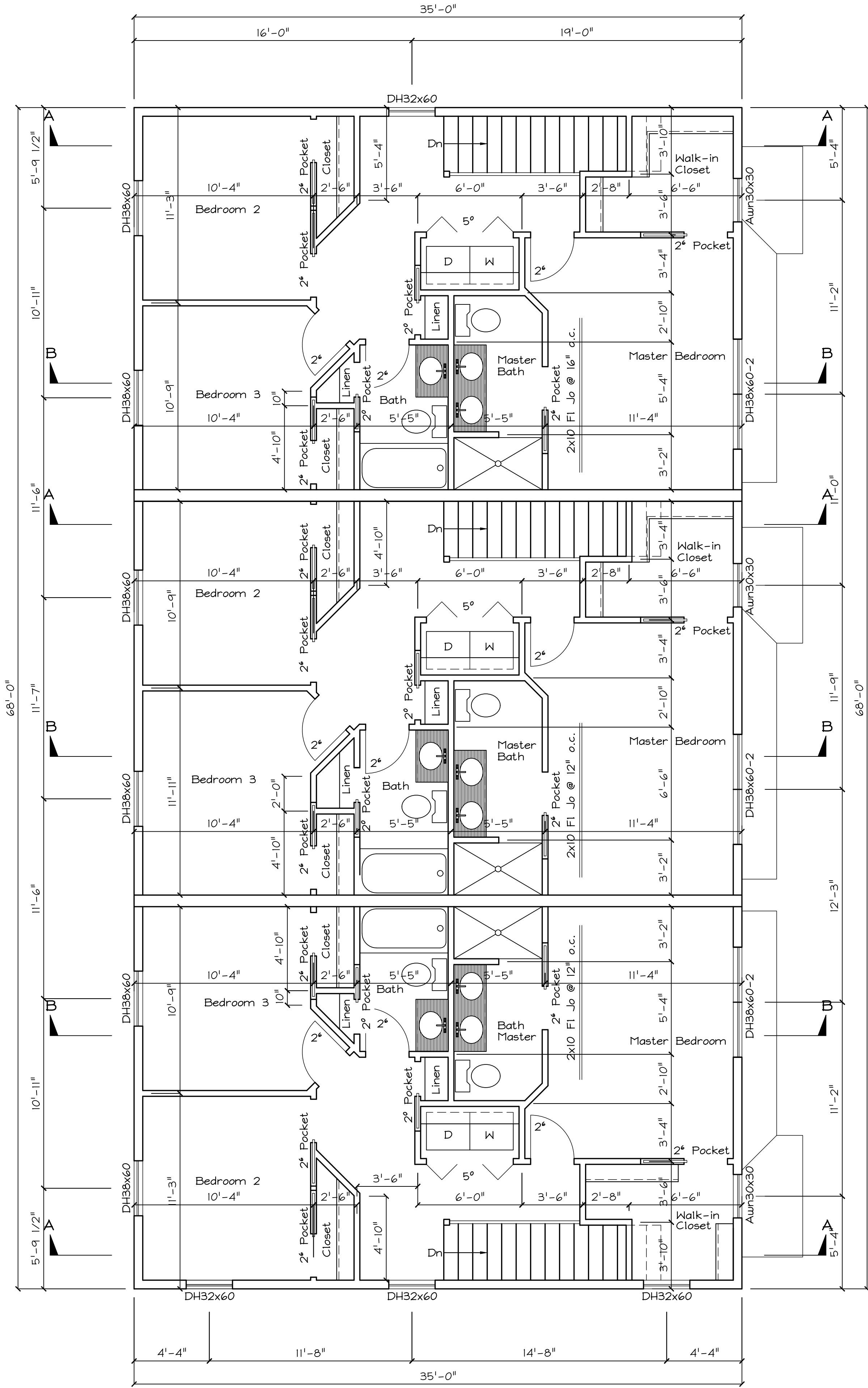


Date: 11/22/2020
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Dr. By: John A. Perron
Sheet No. 2 / 7



First Floor Plan

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



Second Floor Plan

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

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Prepared For: John Korpaczewski

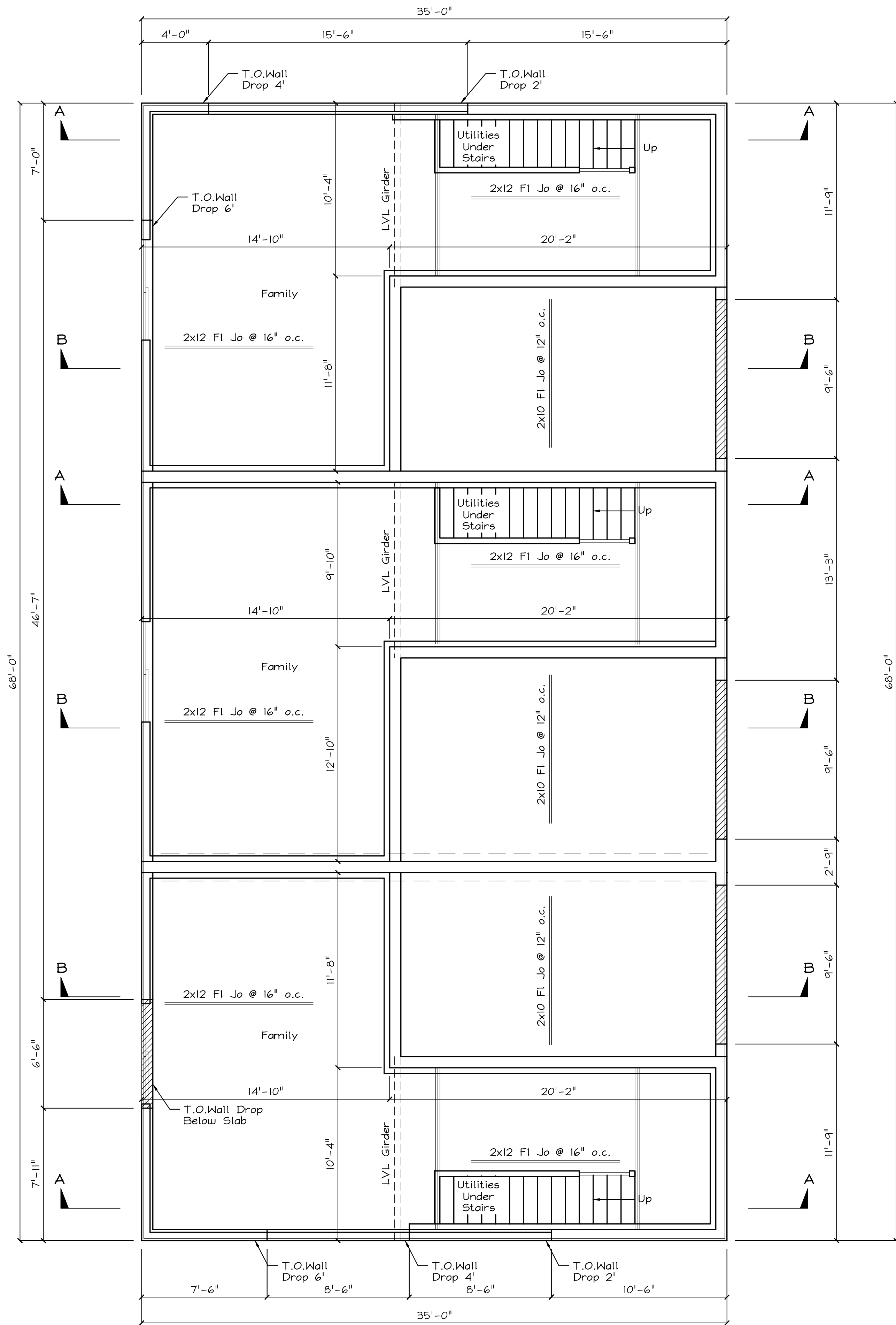
Address: Hill Street, Biddeford, Maine

Approvals

Revisions	
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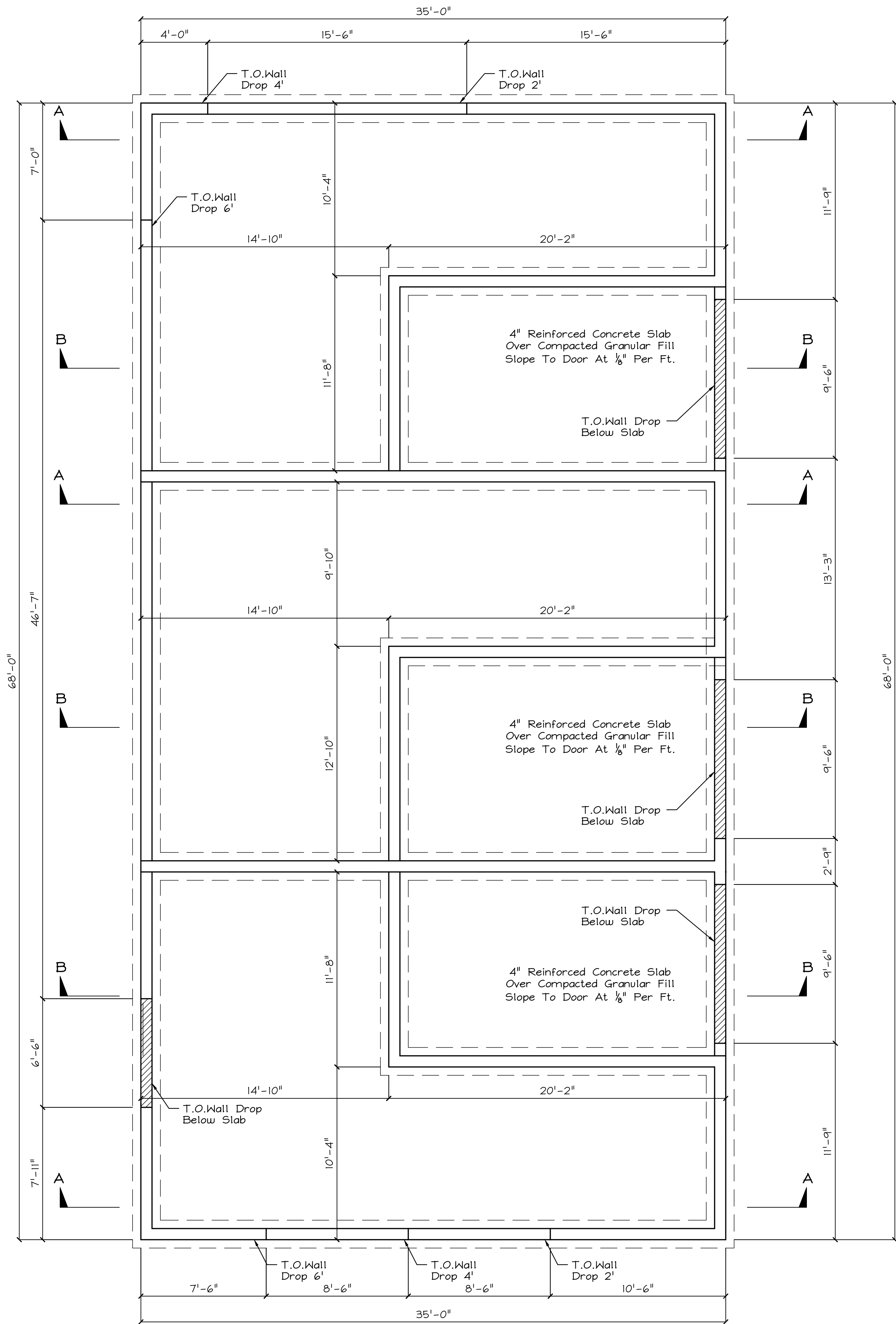
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Date: 11/22/2020
Issued: 12/13/2020
Dr. By: John A. Perron
Sheet No. 3/7



Basement Floor Plan

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



Foundation Plan

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

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Biddeford

Hill Street

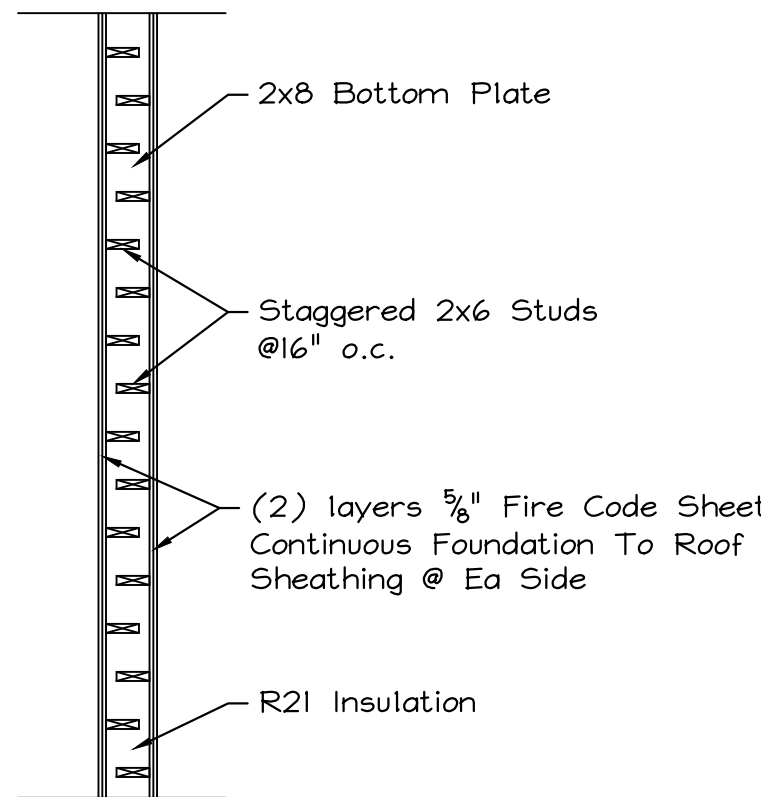
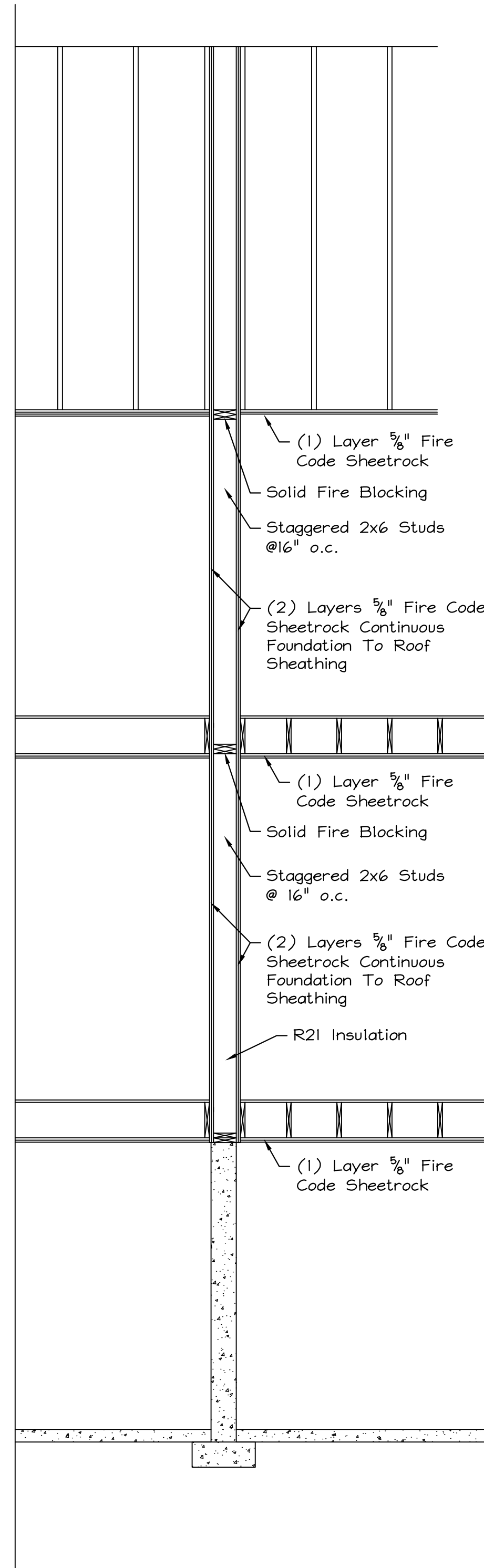
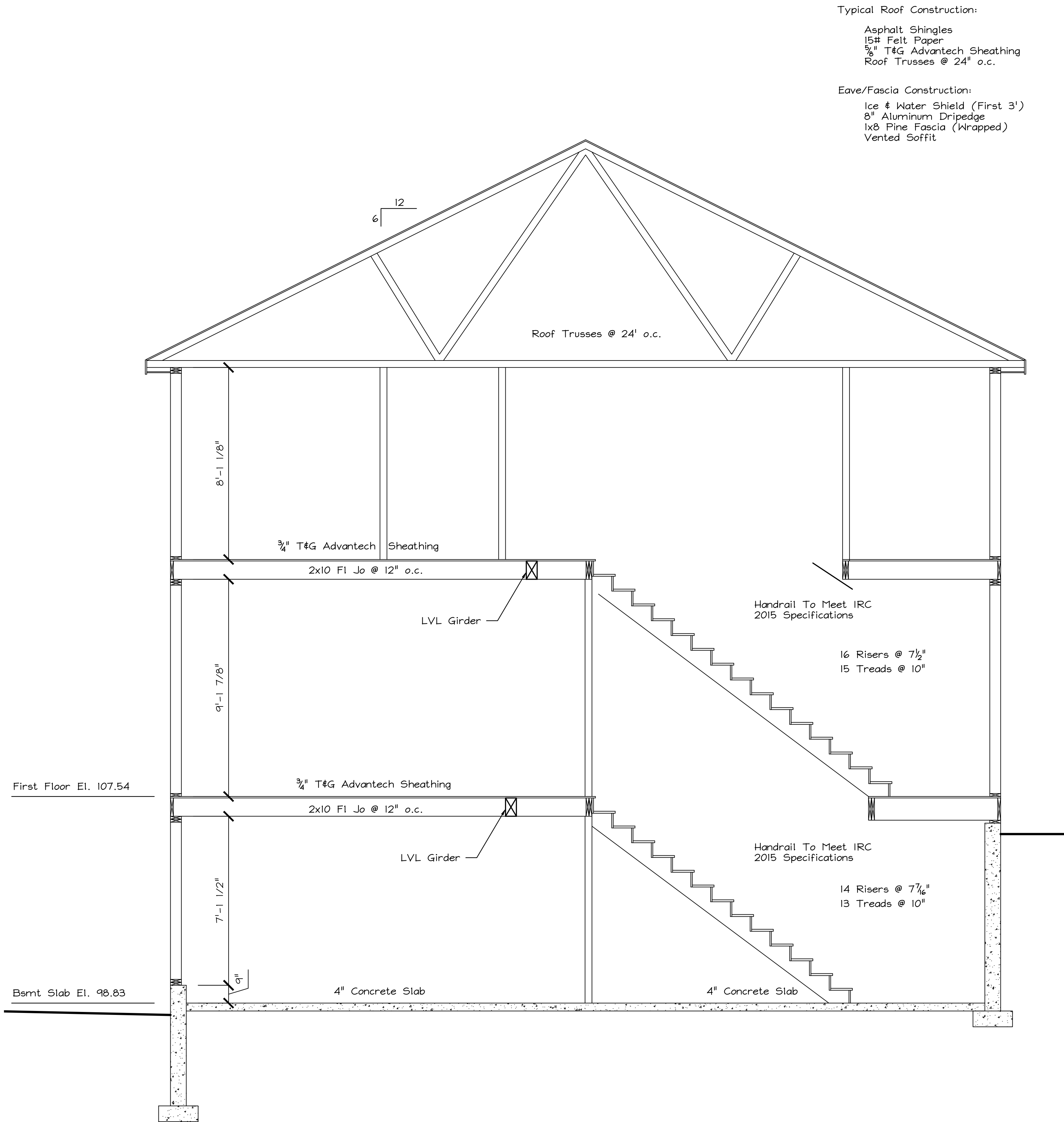
Maine

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Date: 11/22/2020
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Sheet No. 4/7



Prepared For:

John Korpaczewski

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Revisions

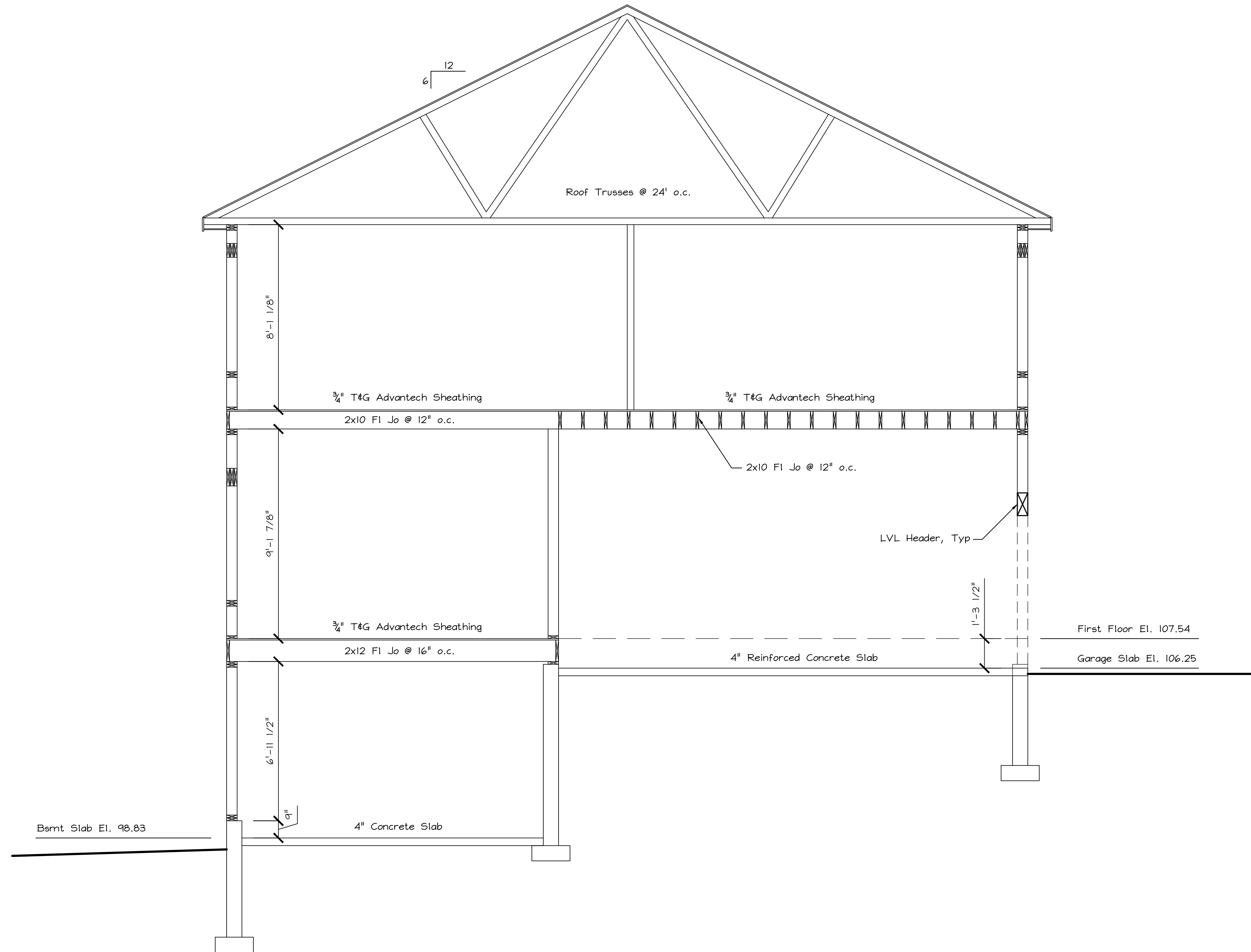
Rev	Description	Date
1		1/16/21

Date: 11/22/2020
Issued: 12/13/2020
Dr. By: John A. Perron
Sheet No. 5/7

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at the time of construction.



Section A-A

Scale: 3/8" = 1'-0"

Typical Roof Construction:

Asphalt Shingles
15# Felt Paper
5/8" T&G Advantech Sheathing
Roof Trusses @ 24" o.c.

Eave/Fascia Construction:

Ice & Water Shield (First 3')
8" Aluminum Dripedge
1x8 Pine Fascia (Wrapped)
Vented Soffit

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John Korpaczewski

Prepared For:

Hill Street

Maine

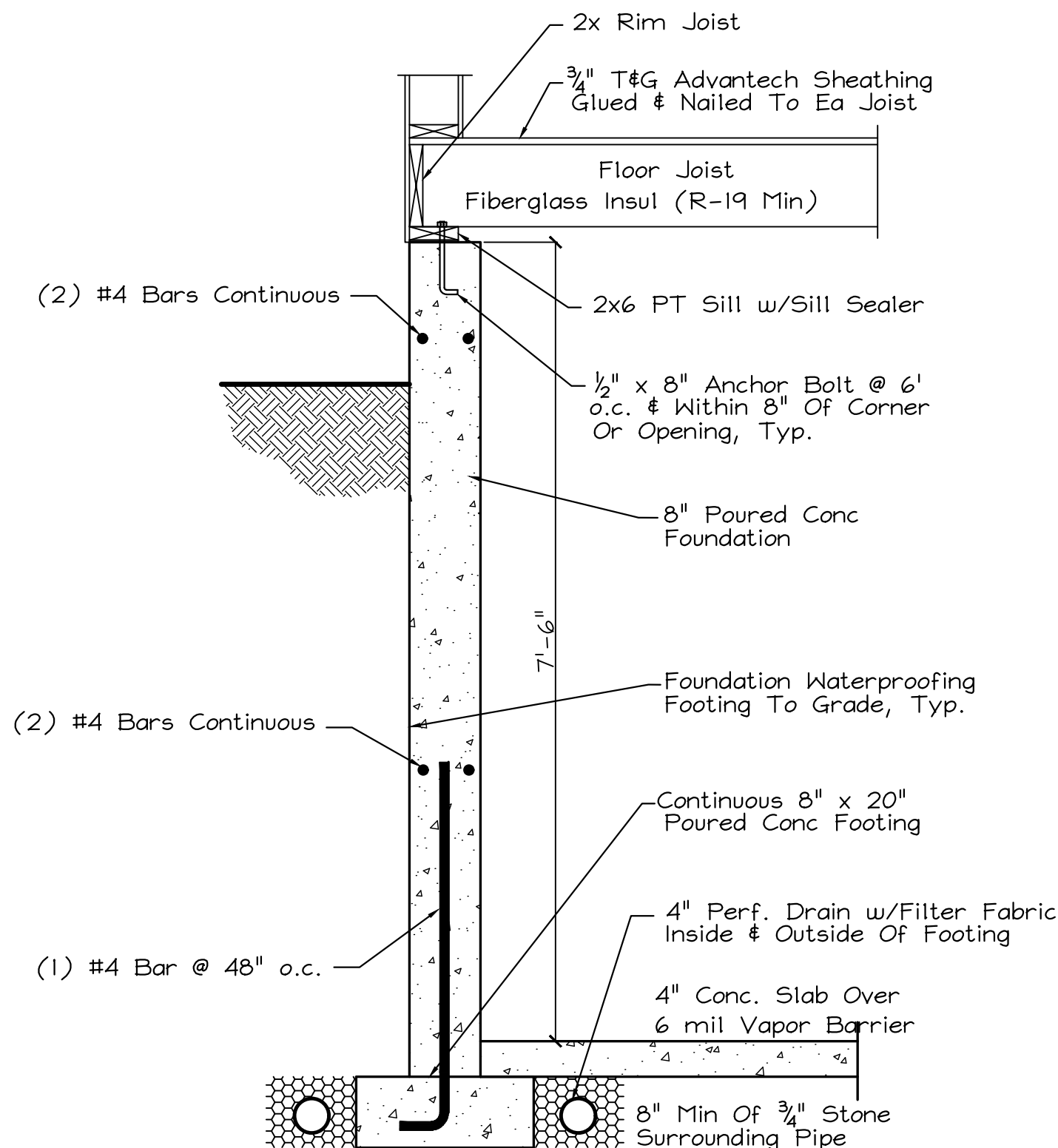
Biddeford

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Revisions	
1	1/16/21



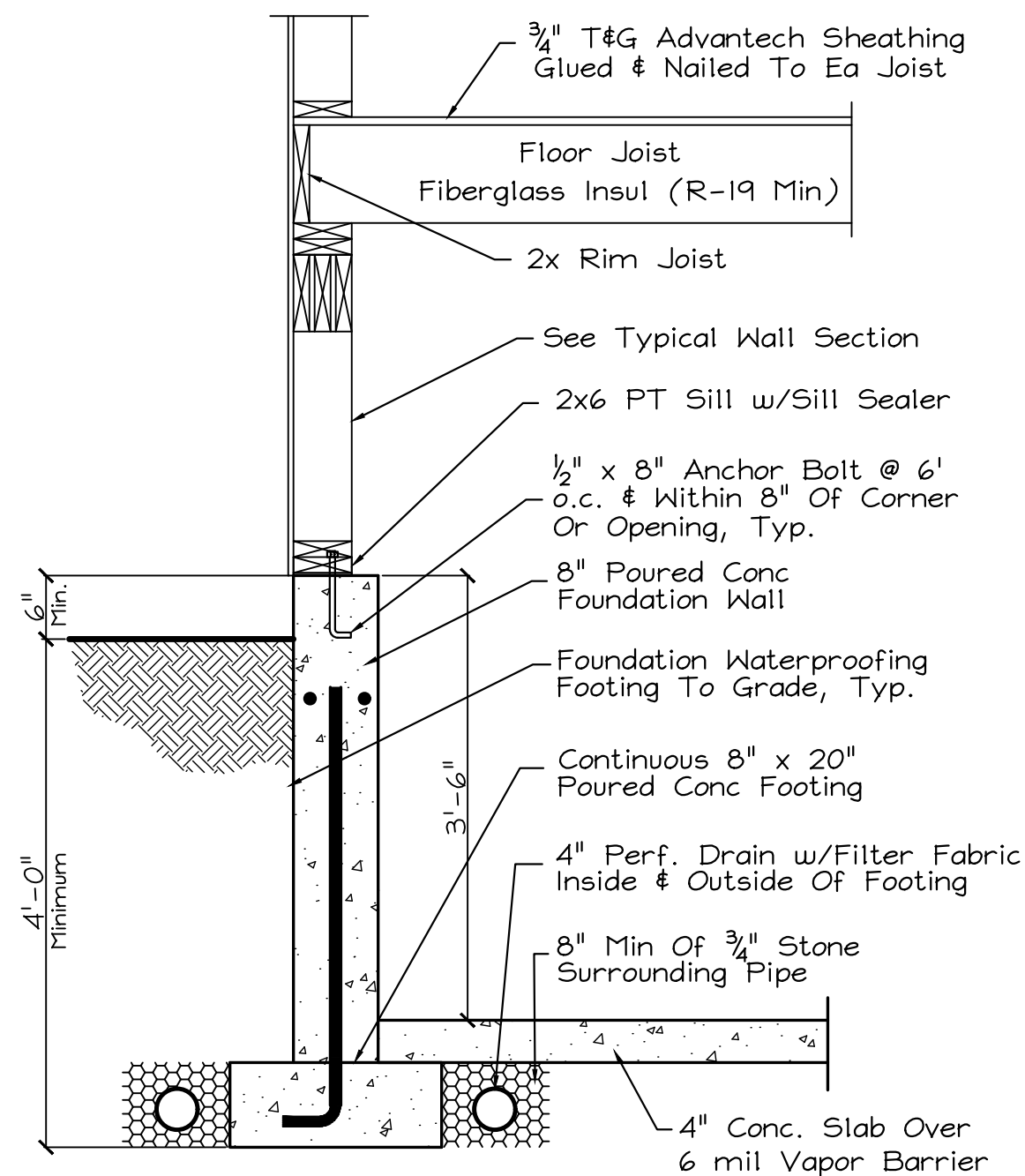
Date: 11/22/2020
Issued: 12/13/2020
Dr. By: John A. Perron
Sheet No. 6/7



Typical Foundation Wall

Scale: 3/4" = 1'-0"

Interior Bearing Wall Header & Girder Schedule			
Supporting 1 Floor (Up To 28' Wide)		Supporting 2 Floors (Up To 28' Wide)	
(2) 2x6	Up To 2'-11"	(2) 2x6	Up To 2'-9"
(2) 2x8	Up To 5'-0"	(2) 2x8	Up To 3'-6"
(2) 2x10	Up To 6'-1"	(2) 2x10	Up To 4'-3"
(2) 2x12	Up To 7'-0"	(2) 2x12	Up To 5'-0"
(3) 2x8	Up To 6'-3"	(3) 2x8	Up To 4'-5"
(3) 2x10	Up To 7'-7"	(3) 2x10	Up To 5'-4"
(3) 2x12	Up To 8'-10"	(3) 2x12	Up To 6'-3"
(4) 2x10	Up To 8'-9"	(4) 2x10	Up To 6'-2"
(4) 2x12	Up To 10'-2"	(4) 2x12	Up To 7'-2"

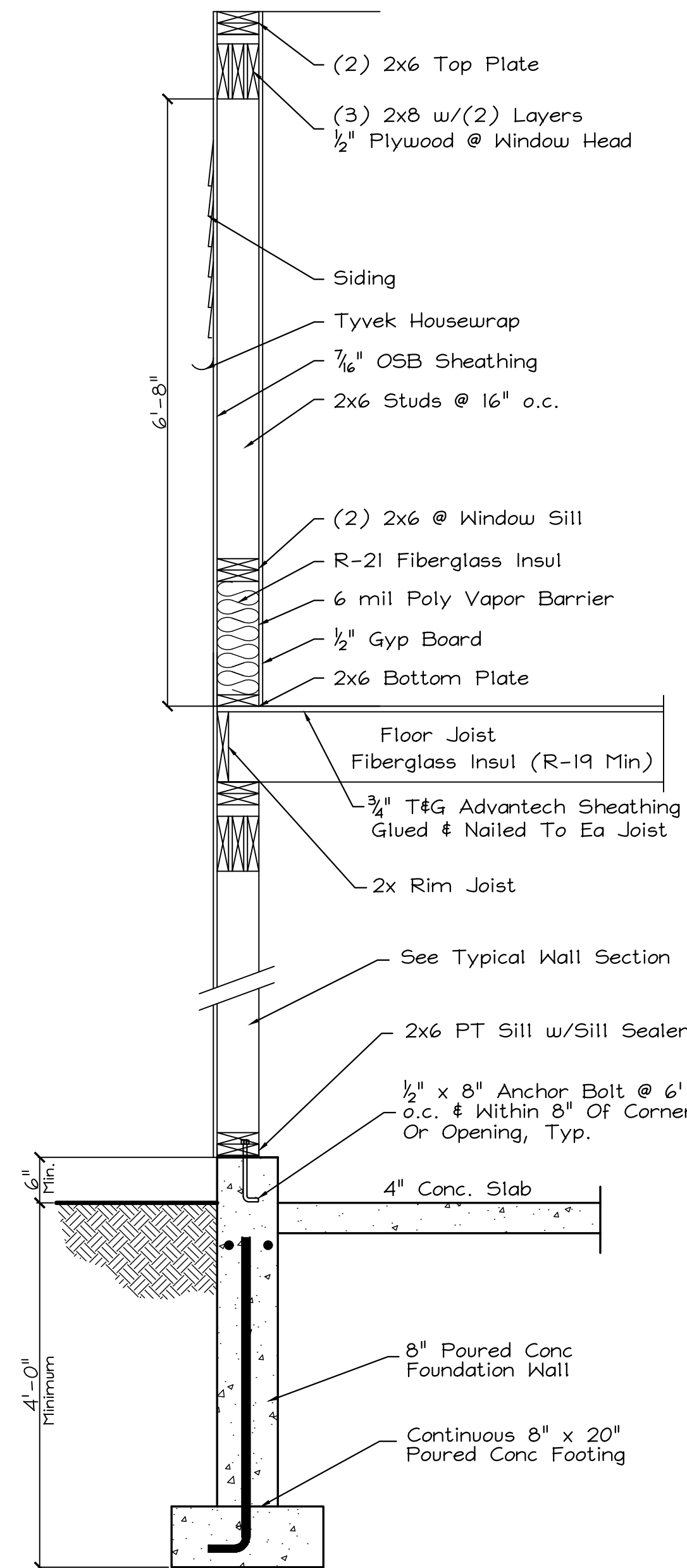


Daylight Foundation Wall

Scale: 3/4" = 1'-0"

Insulation Schedule		
Exterior Walls	5 1/2" HD Fiberglass	R-21
Floors	Fill Cavity	R-19 Min
Attic	3 1/2" Over 12" Fiberglass	R-49
Basement Walls (Unconditioned)	None	n/a
Basement Walls (Conditioned)	3" Styrofoam Or 5 1/2" Fiberglass	R-15 R-19
Frost Walls	2" Styrofoam (To 4')	R-10

Fastening Schedule		
Framing To Framing	16d @ 12" o.c.	
Sheathing To Framing	8d @ 12" o.c. (midspan) 8d @ 6" o.c. (edges)	



Walkout Bsmt Or Frost Wall

Scale: 3/4" = 1'-0"

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John Korpaczewski

Prepared For:

Maine
Hill Street
Biddeford

Approvals

Revisions	
1	1/16/21

DRAFTING PLUS
ARCHITECTURAL
DESIGN & DRAFTING
BIDDEFORD, ME
207-282-7744
SPECIALIZING IN YOUR DREAM HOME

Date: 11/22/2020
Issued: 12/13/2020
Dr. By: John A. Perron
Sheet No. 7

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
SITE PLAN AND SUBDIVISION REVIEW
FOR A 3 UNIT CONDOMINIUM AT
45 HILL STREET**

Pursuant to the provisions of the City of Biddeford Land Development Regulations Article XIV, Shoreland Zoning, the Biddeford Planning Board has considered the application of **K&S Development, Inc.**, including supportive data, public hearing testimony and related materials contained in the record. Based on Public Comment and Staff's review and recommendation, the Planning Board makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

1.	Applicant and Owner	John Korpaczewski K&S Development, Inc. 16 Rachel Way, Biddeford, ME 04005
3.	Agent:	Jonah DeWaters, PE Oak Point Associates 231 Main Street, Biddeford, ME 04005
4.	Surveyor:	John E. Perry Professional Land Surveyor (#2127) P.O. Box 2105, Biddeford, ME 04005
4.	Project Location:	45 Hill Street Biddeford, ME 04005
5.	Project Tax Map #/Lot #:	Tax Map 39, Lot 112
6.	Lot Size:	7,180 SF +/-
7.	Existing Zoning:	MSRD 2
8.	Overlay Zoning:	None
10.	Existing Use:	Vacant
11.	Proposed Use:	Multi-family dwelling
12.	Floodplain Status:	None
13.	Approvals Required:	Site Plan and Subdivision
14.	Uses in the Vicinity:	Mixed use
15.	Dimensional Requirements:	
	Min. Setback from R.O.W: 15 FT*	Minimum Rear Setback: 10 FT
	Minimum Side Setback: 10 FT	Maximum Height: 3 stories / 35 FT
	* Table B Dimensional Requirements Note R states <i>The setback may be reduced to the average of the lots immediately adjacent to the lot, as determined by the Code Enforcement Officer.</i> The Code Enforcement Officer has confirmed the new building front setback from the R.O.W.	

16.	Waivers Needed:	
	a. Code of Ordinances Part 111, Article IX, 11, Section 5.B.4.f.1: <i>No paving, parking or storage shall be permitted within the required setback of any side or rear property line.</i>	
17.	Waivers Granted:	Item a. above
18.	Variances Needed for Approval:	None.
19.	Other Approvals Required:	Building Permits from the Biddeford Code Enforcement Office.
20.	Other Permits Obtained:	None.
21.	Other Non-City Permits Required:	None
22.	LDR Attachment A: Fees Paid:	Yes
23.	Application Materials Submitted: 1. Application (revised) and cover letter prepared by Oak Point Associates, dated 12/16/2020 and 1/25/2021 2. Plan entitled: <i>Standard Boundary Survey for K & S Development, Inc. 45 Hill Street, Biddeford, Maine 04005, prepared by John E. Perry Jr., PLS #2127...</i> 3. Engineering Plan set entitled: <i>3 Unit Condominium Development, 45 Hill Street, Biddeford, Maine, K & S Development, 16 Rachet Way, Biddeford, Maine 04005, prepared by Oak Point Associates. (Existing Conditions Plan, Site Plan and Grading Plan) dated 12/16/2020. REV. Date 1/25/21</i> 4. Architectural Plan set entitled: <i>Hill Street, Biddeford, Maine, prepared for John Korpaczewski, prepared by Drafting Plus. (Elevations, Floor Plan, Sections and Foundation Details) issued 12/13/2020. REV. Date 1/16/21.</i> 5. Letter from Bangor Savings Bank dated 12/15/2020. 6. Stormwater Review Letter from Oak Point Associates dated 12/16/2020 and revised 1/25/2021. 7. Engineering peer-review letter from Site Design Associates dated 1/5/2021 and email dated 1/25/2021. 8. Lighting specifications for Lithonia Lighting WF4 4" LED Module Recessed Downlight. 9. Draft Condo Declarations entitled: <i>Declaration of River Mills Town Homes Condominium, Biddeford, Maine.</i> Prepared by Richard A. Hull, III, Esq.	
24.	Planning Board Review History:	
	A. Conceptual Review	Meeting on May 20, 2020

	B. Final Review	Meeting on January 20, 2021 – The item was heard and was continued to February 3, 2021
	C. Final Review (Continued)	Meeting on February 3, 2021

Conclusions of Law:

The Planning Board concludes based on the application information submitted, peer-review and staff reports prepared and testimony provided at their meetings, the application conforms to the following provisions:

A. Section 66-39 (below) applicable standard and requirements of Chapter 66 of the City's subdivision ordinance:

1. The project will not result in undue water or air pollution.
2. The project has sufficient water available for the reasonably foreseeable needs of the subdivision;
3. The project will not cause an unreasonable burden on an existing water supply, if one is utilized;
4. The project will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy, condition may result;
5. The project will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highways or public roads existing or proposed;
6. The project will provide for adequate sewage waste disposal;
7. The project will not cause unreasonable burden on the ability of the municipality to disposal of solid waste and sewage if municipal services are to be utilized;
8. The project will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, or rare and irreplaceable natural areas or public rights for physical or visual access to the shoreline. Environmentally sensitive areas, including but not limited to wetlands, steep slopes, floodplains, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, and sand and gravel aquifers will be maintained and preserved to the maximum extent;
9. The project is in conformance with a duly adopted subdivision regulation or ordinance, Comprehensive Plan, development plan, or land use plan, if any.
10. The subdivider has adequate financial and technical capacity to meet the above stated standards;
11. Whenever situated, in whole or in part, within 250 feet of any lake, pond, river or tidal waters, the project will not adversely affect the quality of that body of water, or unreasonably affect the shoreline of that body of water, as indicated on the City of Biddeford, Official Zoning Map and referenced in the City's Comprehensive Plan;
12. The project will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water;

13. The project is not in a flood prone area;
14. The project will not unreasonably obstruct abutting properties or structures access to direct sunlight;
15. If any portion of the site has been identified as containing historic or archaeological resources, the development shall include appropriate measures for protecting these resources, including but not limited to modification of the proposed design of the site, timing of construction, and limiting the extent of construction.

B. Article VI Performance standards of the City's Land Development Regulations, including Section 47 *Multifamily Developments*, and Section 49 *Off-Street Parking and Loading*.

C. Article XI Site Plan Review per Section 5 Site design and development criteria of the City's Land Development Regulations, including the applicable standards and requirements of subsection B. Site design criteria.

Determination:

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the application with the following conditions:

Conditions of Approval:

1. **Prior to any ground disturbance or issuance of any permits:**
 - a. All outstanding review comments shall be addressed to the satisfaction of the City Planner.
 - b. A Subdivision Plan, suitable for recording, will be provided, no later than sixty days, to the City Planner for review and approval.
 - c. A pre-construction meeting with the contractor needs to be held with the Engineering Department to discuss inspection requirements.
 - d. A Unit Cost Estimate on City form shall be submitted to the City Planner for review.
 - e. An Erosion and Sedimentation Control Performance Guarantee (acceptable to the Planning Department) in an amount to be determined by the City based on Condition of Approval 1.d. shall be submitted to the Planning Department.
2. **Prior to the issuance of any occupancy permits:**
 - a. A sewer permit is required prior to any permit issuance. Sewer impact fee will be assessed once final flow numbers are provided to the Director.
 - b. A performance guarantee (acceptable to the Engineering Department) in the amount of 150% of any remaining site improvements shall be submitted to the Planning Department. Amount to be determined based on City inspections and the recommendation of the City Engineer.
3. All erosion and sediment control measures need to be installed. Applicant shall notify the Engineering Department once installed so that Staff may inspect said installation, as necessary.

4. 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,
5. A Stabilized Construction Access shall be constructed and maintained through the duration of this project.
6. 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.
7. Copies of the maintenance logs for any stormwater facilities shall be submitted to the City for each calendar year no later than January 15th of the following year. If the Engineering Department does not receive these copies within 30 days after the deadline, the applicant may be required to return to the Planning Board for further review.
8. 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.
9. Once completed, as-built drawings of the site shall be provided to the Planning Department.
10. Upon completion of the work the project engineer shall certify that the project has been completed as per the approved plans or shall note any deviations from the approved plans.
11. Standard Conditions of Approval apply.

Planning Board Chairman

Date

PLANNING
BOARD REPORT

January 27, 2021

Biddeford Planning Board
Greg Tansley, City Planner
City of Biddeford
205 Main Street
Biddeford, Maine 04005

Application: 3-Unit Condominium Development - K&S Development, Inc.
45 Hill Street (Tax Map 39 Lot 112)

Site Plan/Subdivision Review

Review Status: Continued at last meeting for Final Plan Review.

Board members and Mr. Tansley,

The following application information has been provided for review:

1. Application (revised) and cover letter prepared by Oak Point Associates, dated 12/16/2020 and 1/25/2021
2. Plan entitled: *Standard Boundary Survey for K & S Development, Inc. 45 Hill Street, Biddeford, Maine 04005, prepared by John E. Perry Jr., PLS #2127...*
3. Engineering Plan set entitled: *3 Unit Condominium Development, 45 Hill Street, Biddeford, Maine, K & S Development, 16 Rachet Way, Biddeford, Maine 04005, prepared by Oak Point Associates. (Existing Conditions Plan, Site Plan and Grading Plan) dated 12/16/2020. REV. Date 1/25/21*
4. Architectural Plan set entitled: *Hill Street, Biddeford, Maine, prepared for John Korpaczewski, prepared by Drafting Plus. (Elevations, Floor Plan, Sections and Foundation Details) issued 12/13/2020. REV. Date 1/16/21.*
5. Letter from Bangor Savings Bank dated 12/15/2020.
6. Stormwater Review Letter from Oak Point Associates dated 12/16/2020 and revised 1/25/2021.
7. Engineering peer-review letter from Site Design Associates dated 1/5/2021 and email dated 1/25/2021.
8. Lighting specifications for Lithonia Lighting WF4 4" LED Module Recessed Downlight.

9. Draft Condo Declarations entitled: *Declaration of River Mills Town Homes Condominium, Biddeford, Maine*. Prepared by Richard A. Hull, III, Esq.

With review of the above information and the City's Zoning ordinance and the Site Plan and Subdivision regulations, and in addition to the attached comments from the City's Peer-review Engineer, I offer the following comments on compliance with the Town's ordinances.

PROJECT DESCRIPTION

The project site, a 7,180 sf vacant lot, is located in the MSRD 2 Zone with two existing buildings located to either side of the property (39 Hill St. to the north and 47 Beacon Street to the south). The applicant is seeking approval for the construction of 3 dwelling units in a new multifamily townhouse style two-story (three stories at the tow of slope) building with attached garages. The application was last before the Board at their May 20, 2020 meeting for Conceptual Review. The Board voted to determine the application is a Minor Subdivision and waived the full subdivision review process.

(The applicant has provided written responses to these comments and Site Design Associates' comments.)

APPLICATION COMPLETENESS REVIEW

The application is before the Planning Board as a Major Development per Article XI Site Plan Review, Section 4.B.II (Land Development Regulations) and as a Minor Subdivision per 66-32 of the Subdivision Ordinance.

When considering these two ordinances the following submittal information is outstanding and the applicant should address, and the Board should determine applicability:

1. Performance Guaranty. The applicant needs to prepare Unit Cost Estimate for the construction of the proposed development and submit for review by the City Engineer. Once approved this estimate is used as the basis for the required Performance Guaranty. **The applicant is requesting this requirement be addressed as a condition of approval.**
2. The application submitted at Sketch Plan Review included letters from Fire, Police, and Sewer departments and Maine Water, however, it is evident that the design has progressed with the Final Plan application. The applicant should share the most current plans with the departments and agencies, or at a minimum, have the Fire Department review and approve the current plans, prior to the Planning Board granting approval. **A letter from the Fire Department has been submitted.**
3. Draft covenants and restrictions. Condominium Association documents that will govern the use of the property and those sections that will be required to ensure access for emergency

public safety personnel is in place, i.e. no-parking areas and snow removal requirements, and maintaining any screening the Board may require. **Condo documents have been submitted.**

COMPLIANCE WITH THE CITY'S ORDINANCES

LAND USE REGULATIONS

Under Article 4 Section 6 District regulations/land use/lot size requirements, multifamily along with nonresidential uses shall be subject to Site Plan (Article XI) Review. The following are performance standards that may be applicable for multifamily development:

Article 6 Section 47 Multifamily developments:

1. Subsection B Design requirements appear to have been met or will be met through the Building Permit application process, with the exception of the requirement for a group or common mailbox system located on site. The applicant should address the specifics of this item. **Applicant states the USPS has confirmed common mailbox system will not be required.**
2. Subsection C Stormwater and drainage has been addressed by the applicant. See comments from the Engineering Peer-review letter prepared by Site Design Associates. **See attached email with Site Design Associates additional comments.**
3. Subsection D Access, circulation, and parking appears to have been addressed and the proposed development will provide for safe access to the site. **It appears that the revised Site plan depicts parking within an area that presumably was to facilitate a turn-around for the proposed dead-end parking lot. It is recommended that this area be maintained as a no-parking area, and if additional parking is desired, the two areas adjacent to the parking space outside Unit #3 should be utilized.**

Article 6 Section 49 Off-Street Parking and Loading: Subsection 11 are standards pertinent to the MSRD District. As with the above standards, some are not applicable to nonresidential development.

- a) *Parking areas with more than two parking spaces shall be so arranged that it is not necessary for vehicles to back into the street.*

Appears to have been met.

- b) *No off-street parking area shall have more than two openings onto the same street, each opening not to exceed 26 feet in width.*

Appears to have been met.

c) Off-street parking and loading spaces for nonresidential uses,

Not applicable

d) where not enclosed within a building, shall be effectively screened from view by a continuous landscaped area not less than nine feet in height along exterior lot lines, except that driveways shall be kept open to provide visibility for entering and leaving. No off-street parking and loading shall be permitted within the front of a building unless the applicant can prove that there is no other alternative.

Anticipated parking outside of the proposed garages is not be screened. There is not sufficient space for effective vegetative screening along the southwest portion of the property (adjacent to 47 Beacon Street). Perhaps, if the Board finds this standard pertinent to the application, the Planning Board and the applicant may consider fencing to provide screening in this area and/or at the front of the property. Perhaps in the vicinity of the proposed granite block wall and grass area, a fence together with suitable vegetation may be appropriate in effectively screening the parked cars. Planning Board should confirm that this standard is not pertinent to this application.

e) Exterior lighting shall not create glare onto the street or onto or into residential properties. Lighting fixtures shall be in concert with the existing historic lighting on Main Street.

No exterior lighting details as to fixture type and intensity has been provided making it difficult to determine compliance. Though this specific standard, appears to be aimed at non-residential development, a photometrics plan for the parking and primary entrances should be prepared prior to final approval.

Lighting specifications have been provided. Recessed 4" LED lights with 760 lumens at 4000k temperature is not likely to spill over property lines, however, the brightness (comparable 60 watts) in the direction of the first floor windows of the Beacon Street property might have an adverse effect. Perhaps a bulb with less lumens and lower temperature (3000 to 3500) would be less intrusive.

f) A parking facility may be jointly used by two or more principal buildings or uses where it is clearly demonstrated that said parking facility would substantially meet the intent of the requirements by reasons of variation in the probable time of maximum use by patrons or employees of such establishments.

Not applicable.

g) Parking spaces shall be provided as required and made available for use prior to the issuance of the certificate of occupancy.

Appears to be no issue

h) The existing landscaping shall be preserved in its natural state wherever possible. Parking lots shall be landscaped with a continuous border of shrubbery along all lot lines. Large parking lots covering more than one quarter of an acre shall be proposed with a landscape plan stamped by a licensed landscape architect. The plan should include plantings in coordination with the City's arboretum, if possible. Except where screening is provided, parking areas should be designed and landscaped to avoid long, uninterrupted rows of vehicles. Parking lots containing more than 30 spaces shall be broken as by the use of landscaped islands, pedestrian and bicycle areas and/or buildings.

This specific standard, however, appears to be aimed at non-residential development.

Table 6-49B Parking Space Requirements. The minimum required parking for a residential use is 2 spaces per dwelling unit, plus 5% more for multifamily developments. The proposed development complies with providing a total of 8 spaces (3 garaged) where 6.3 is required. The Peer-review Engineer notes the full required width for stall and aisle (18' + 24') is slightly under. This technically requires a waiver, which is reasonable since the existing building to the south appears to encroach on the property. The Final Plan should include the actual parking spaces marked for pavement striping. The driveway/parking aisle should be considered to be marked 'no parking' and perhaps 'fire lane' if applicable. **The applicant has revised the plan. See comment above regarding location of parking spaces.**

SUBDIVISION ORDINANCE

Under Section 69-36 (b). (Board Action on approval of preliminary plan), there are approval criteria the Planning Board should review prior to final approval.

Section 66-77 trees, esplanades, Open spaces may be required. There appears to be an opportunity to provide for a small street tree (under the power lines) and road salt tolerant landscape plantings at the back of sidewalk within the ROW. The Board may want to consider suitable plantings in this area. **The plan has been revised and a suitable street tree provided.**

ADDITIONAL COMMENTS

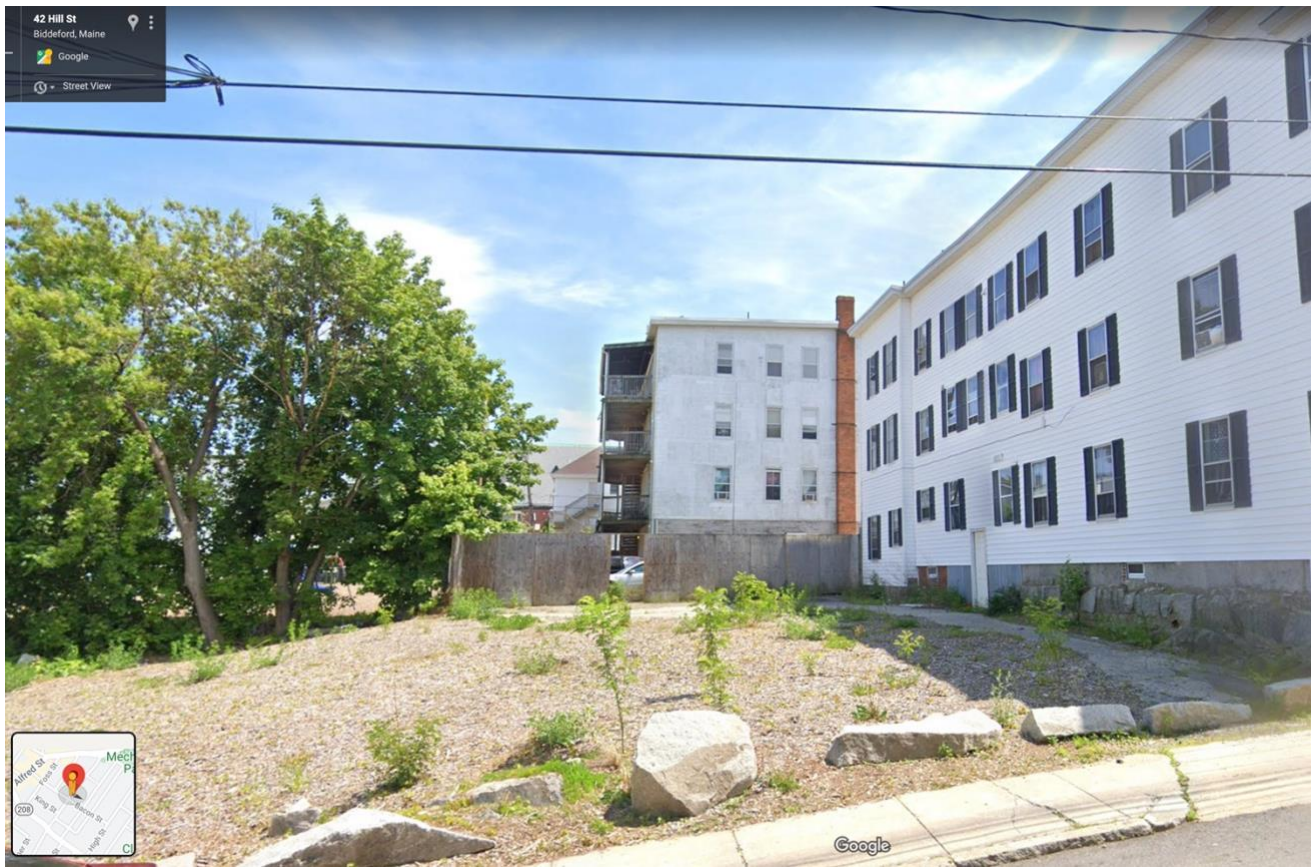
1. It should be clearer from the plans that this is a subdivision plan as well as site plan and a recording block needs to be added to the sheets. Perhaps the title is revised to include *Subdivision* along with a plan note that describes the purpose of the plans. **A condition of approval should be considered to have the plat submitted to the City Planner for review prior to signing and recording.**

2. The areas for snow storage seem inadequate in size and the applicant should anticipate hauling snow off the property to ensure that the site has appropriate egress and ingress for public safety calls during emergencies. Snow removal should be facilitated by a contract that is funded by the Condo Association and is part of their legal documents. The applicant has incorporated language in the submitted condo declarations, section 7.7 Maintenance. The language, below, may benefit with clearer expectations. The applicant and the Board may want to consider the following:

The Association shall also be responsible for snowplowing and maintenance of the parking areas including snow removal, ~~in the event that accumulations are such that parking is adversely impacted.~~ The Association is obligated to ensure the driveway and parking lot aisle is routinely cleared of snow and parked vehicles year so that Fire Department and other public safety vehicles can access and service the building.

NEW COMMENT

3. It appears from the plans there is a plywood fence at the rear of the property (visible from street views from Google Maps, below) is planned to remain in place. The applicant should clarify this and consideration should be made to replace it with a less flammable, more durable and attractive fence.



WAIVER REQUESTS

None requested.

The applicant should:

1. Review the proposed parking dimensions and determine if a modification to the required dimensions (Table 6-49-A) will be necessary. **The plan has been revised.**
2. Review Section 5.B.f.1 that states no parking or paving is permitted in the side or rear property line setbacks. The applicant should review this provision and request a waiver, which seems to be necessary to maintain the proposed site design. **A written request has been submitted.**

CONCLUSION

The submitted application for Site Plan and Subdivision approval appears to be complete and suitable for Planning Board deliberation and public hearing. The Board may want to consider continuing the application providing the applicant an opportunity to address comments from Staff, Peer-review Engineer, public and board members prior to considering final approval.

In the event Staff receives the additional information requested in a timely manner (No later than 1/25) and the City's Peer-review Engineer has an opportunity to review response comments from the applicant that adequately address his comments, the Planning Board would likely have an application ready for the Board to act on at their February 3 meeting.

The following information is needed: **All items below have been addressed.**

1. Written response to engineering comments outlined in Site Design Associates' letter dated 1/5/21.
2. Written response to comments outlined in this report and any comments, if any, made at the 1/20 meeting by members of the Planning Board and from public testimony.
3. Written confirmation from the Code Enforcement Officer that a reduction of the 15-foot Front Setback will be granted.
4. Draft Condominium Association legal documents that include covenants, declarations and bylaws, and demonstrate the manner in which common features on the site will be maintained, including, maintaining access to the site during the winter season for public safety vehicles.
5. A photometrics plan that includes the type of light fixtures and mounting height and that demonstrates there will be no glare and excessive light spillage on to adjacent properties.
Specifications on the lighting fixtures have been provided in lieu of a photometrics plan.
6. A Unit Cost estimate for the proposed development's construction. **Applicant is requesting a condition of approval.**
7. Approval letter from the Fire Department.
8. Written waiver requests

SUGGESTED MOTION

Move to grant conditional approval for the Site Plan and Subdivision application for K&S Development, Inc. at 45 Hill Street, Tax Map 39, Lot 112...

Suggested conditions:

Prior to any ground disturbance or issuance of any permits:

1. All outstanding review comments shall be addressed to the satisfaction of the City Planner.
2. A Subdivision Plan, suitable for recording, will be provided, no later than sixty days, to the City Planner for review and approval.
3. A pre-construction meeting with the contractor needs to be held with the Engineering Department to discuss inspection requirements.
4. A Unit Cost Estimate on City form shall be submitted to the City Planner for review.

5. Stabilized Construction Access shall be constructed to the satisfaction of the Engineering Department.

Prior to the issuance of any occupancy permits:

6. A sewer permit is required prior to any permit issuance. Sewer impact fee will be assessed once final flow numbers are provided to the Director.
7. A Performance Guarantee acceptable to the Planning Department shall be submitted in an amount of 150% of all remaining site improvements.
8. A sewer permit is required prior to any permit issuance. Sewer impact fee will be assessed once final flow numbers are provided to the Director.
9. 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.
10. Standard Conditions of Approval apply.

Feel free to contact me with questions.

Best regards,



Christopher Di Matteo
Contract Planner for the City of Biddeford
cdimatteo@longmeadowpla.com
207.604.4245



December 15, 2020

Re: John E. Korpaczewski; Account XXXXXX8162

To Whom It May Concern;

Let this letter serve as a Letter of Guarantee for the above named customer. This letter is to inform you that Bangor Savings Bank will acknowledge the availability of up to \$500,000 (Five Hundred Thousand Dollars & 00/100).

If you have any questions please feel free to contact myself or Bangor Support at 1.877.Bangor1 (1.877.226.4671) or directly at my branch.

Sincerely,

Heather Gendron
Branch Manager
270 Main Street
Saco, ME 04072
PH: 207.282.9210
heather.gendron@bangor.com

From: [Tom Saucier](#)
To: [Tansley, Greg](#); [Christopher Di Matteo](#)
Subject: 45 Hill Street
Date: Monday, January 25, 2021 5:51:33 PM

Hello

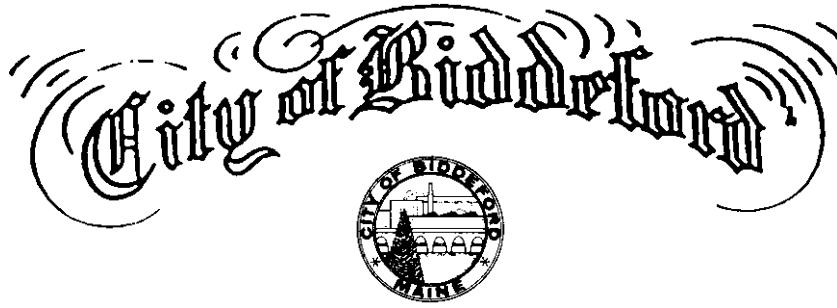
I reviewed the responses. Couple comments:

- The response indicates that they widened the drive from 11 ft to 12 ft, and seems to insinuate that a waiver would now not be required. According to Section 62-111.2.(b) a 16 ft wide drive is required for a multi-unit residential use. If that is the case a waiver would still be required.
- Saw cuts and butt joints are not called out on the site plan at the drives and trenches as requested.
- The sidewalk detail should match the existing concrete thickness or be 4" thick, whichever is greater.
- We had suggested that the concrete sidewalk material should extend from the south side of the access easement to the pavement patch to the south. The response seemed to say they had revised this, but the plans do not show this.
- A catch basin is now shown on the proposed drive. No elevation or invert information is provided. This information should be provided on the grading plan.
- The runoff to the catch basin is directed to the interface between lawn and pavement, which will likely result in erosion and maintenance issues. This should be reviewed. Would moving the basin to the middle of the drive address this?
- We had suggested that the pavement repair in Hill Street be based on city standards for a road of that nature. Hill Street would be classified as a local arterial under the ordinance, which requires 24" of subbase gravel and 4" of crushed base gravel. The detail should be revised to include these as minimum depths of gravel.

That's it for me.

Thanks
Tom

Tom Saucier, P.E.
Site Design Associates
23 Whitney Way
Topsham, Maine 04086
207-449-4275



2021.9 **IN BOARD OF CITY COUNCIL...JANUARY 19, 2021**
BE IT ORDERED, that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations to the City Council regarding proposed amendments to the bonus density clause to create or preserve affordable rents in the MSRD-2 and other zones.

January 19, 2021

Motion by Councilor Lessard, seconded by Councilor Belanger to grant the order.

Motion by Councilor Belanger, seconded by Councilor Clearwater to amend the order by removing “and other zones” from the order language.

Vote: 2/7; Councilors Belanger and Clearwater in favor.

Councilors Emhiser, McCurry, St. Cyr, Quattrone, Ready, Ortiz and Lessard opposed.
Amendment fails.

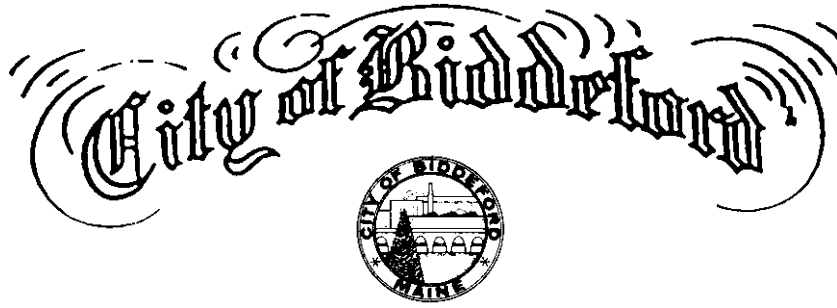
Vote on order: 6/3; Councilors Belanger, Clearwater and McCurry opposed.

Councilors Emhiser, St. Cyr, Quattrone, Ready, Ortiz and Lessard in favor.

Motion carries.

Attest by: _____

Carmen J. Morris, City Clerk



2021.10 **IN BOARD OF CITY COUNCIL...JANUARY 19, 2021**
BE IT ORDERED, that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations regarding additional units per acre when the land required within certain zones is within 90% of the minimum density per unit, provided the rent of the unit is fixed at 80% of median income.

January 19, 2021

Motion by Councilor Lessard, seconded by Councilor Ready to grant the order.
Vote: 6/3; Councilors Belanger, Clearwater and McCurry opposed.
Councilors Emhiser, St. Cyr, Quattrone, Ready, Ortiz and Lessard in favor.
Motion carries.

Attest by: _____
Carmen J. Morris, City Clerk

Existing MSRD-2 Density Bonus Provisions:

Article V, Table B, Notes.

B. In order to promote higher quality housing facilities, condominium forms of housing, and affordable housing in the MSRD-2 Zoning District the minimum density requirements may be relaxed as follows:

1. Redevelopment of existing structures:

- a. The Planning Board, or other appropriate approval authority, shall consider granting a density bonus of one residential unit for every 650 square feet of living space within an existing structure, provided the applicant present redevelopment/renovation plans to the Code Enforcement Officer demonstrating how the redevelopment project will result in the number of residential units with two or more bedrooms being at least, if not more than, the number of units with two or more bedrooms before the density bonus was granted.
- b. If the project is provided a density bonus, the Code Enforcement Officer shall document the allowable density and number of units, in writing, for the Code Enforcement Office files.
- c. An applicant provided a density bonus for rental housing shall enter into a contractual agreement with the City of Biddeford obligating them to complete the project in accordance with Maine housing quality standards and that those units are certified as such prior to granting an occupancy permit. The contractual agreement shall be recorded at the York County Registry of Deeds, a copy of which provided to the Code Enforcement Office, prior to the issuance of any building permits.

2. Condominium conversions/development:

- a. A property may be proposed for redevelopment/renovation from apartments into condominiums in accordance with 1. above.
- b. An applicant provided a density bonus for condominiums shall enter into a contractual agreement with the City of Biddeford obligating them to complete the project as condominiums to be offered for sale upon or before completion of the project in return for receiving the density bonus. The contractual agreement shall be recorded at the York County Registry of Deeds, a copy of which provided to the Code Enforcement Office, prior to the issuance of any building permits.
- c. The applicant agrees that if the project is converted to condominiums said units shall not be sold for a price that exceeds 125% of the York County median home price affordable to median income households as set annually by HUD for the City of Biddeford.