City of Biddeford
Planning Board

December 17, 2025 at 5:00 PM
City Hall Council Chambers & Zoom

Click Here for Zoom
Or call in by phone: +1 312 626 6799
Meeting ID: 976 7834 8550
Passcode: 073432

1. Workshop

   1.a Workshop the Comprehensive Plan with the Conservation Commission

2. Pledge of Allegiance

3. Declaration of Quorum/Voting Members

4. Adjustment(s) to Agenda

5. Planner's Business

6. Consent Agenda

   6.a Approval of Meeting Minutes from December 1, 2025 & December 3, 2025

7. Open Public Hearing

   7.a Review & Vote on the Electronic Vehicle Station Ordinance

8. Close Public Hearing

9. New Business

   9.a Presentation by the Southern Maine Planning & Development Commission on policies and procedures for Planning Board Members **TO BE RESCHEDULED**

   9.b 2024.55 Final review of Subdivision for 3 Lincoln, LLC for the proposed redevelopment of 3 Lincoln Street, (Pearl Street, Lot 3) (Tax Map 71, Lot 2) in the MSRD 3 zone and shoreland overlay. This applicant wishes to amend the previous Major Site Plan and Subdivision Approval (2022.02) from 3 buildings on Lot 3 to 4. The amendment includes the addition of five (5) town homes and revises Building A from 85 residential units to up to 52 units, Building B from 129 residential units to up to 85 units, and Building C will remain as a restaurant with approximately 154 total seats.

10. Unfinished Business

11. 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.

SECTION 11: NATURAL RESOURCES

Overview of Natural Resources

Biddeford is diverse in its geological and ecological setting. With a mix of large, regionally important forested wetlands, agricultural soils, coastal regions, ten (10) separate watersheds, both rural homes and dense downtown areas, as well as industrial areas — there is a need to find balance in the environmental effects of our continued growth on natural resources throughout Biddeford.

Natural Resources Trends at a Glance

Size & Characteristics

- Biddeford is roughly 16,000 acres?
- We have 12.8 miles of riverfront
- We have 16 miles of coastline
- XXXX acres of undeveloped forest
- 1,700 acres in conservation (11%)
- XXX acres of municipal-owned land
- XXX acres of working forest (XX individual landowners)
- XXX acres of active farm parcels

Wildlife & Habitat Info*

- 31 special concern, threatened, or endangered plant and animal species
- 9 rare and exemplary Natural Communities
- 4 Significant Wildlife Habitats
- 2 Essential Wildlife Habitats
- A focus area of Statewide Ecological Significance
- Biddeford currently ranks 6th in all of Maine for the number of listed species.

Historically, Biddeford was home to ~4,300 acres of agricultural soils — today, XXX acres of that remain undeveloped (XX%).

*Municipal Natural Resources Inventory, September 2025 (see appendix)

Zoning

Current zoning in Biddeford was established in 1964. Much of the high-value habitat and natural resources in Biddeford had not been documented at that point, and as a result, there are currently inconsistencies between our Natural Resource needs and our current Zoning Ordinances that need to be reconciled.

There is a need for the City to review and update the Zoning Ordinances to reflect our understanding of these Natural Resources.

Soils

Prime agricultural soils, whether forested or in active agricultural use, are a vital natural resource within Biddeford. Much of the prime soil acreage throughout Biddeford has already been developed, drastically reducing what was historically available.

The qualities of these soils are not something easily replicated, and as such the City should prioritize protections for these soils to ensure local food availability, TBD, and other resiliency measures.

[Insert Maine Geological Survey / NRCS maps]

Watersheds & Wetlands

TBD summary (x10) and acknowledgement of the critical role this plays in water quality and riparian habitat.

[Data to be pulled from Water Resources Chapter to align on details]

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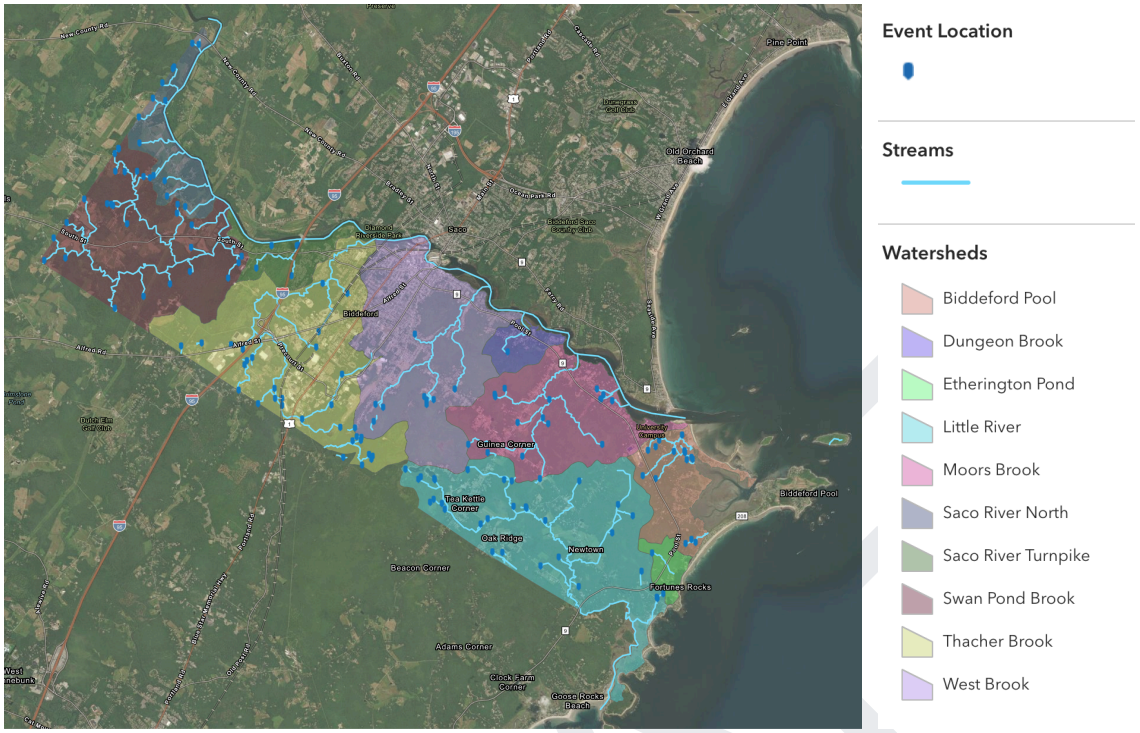
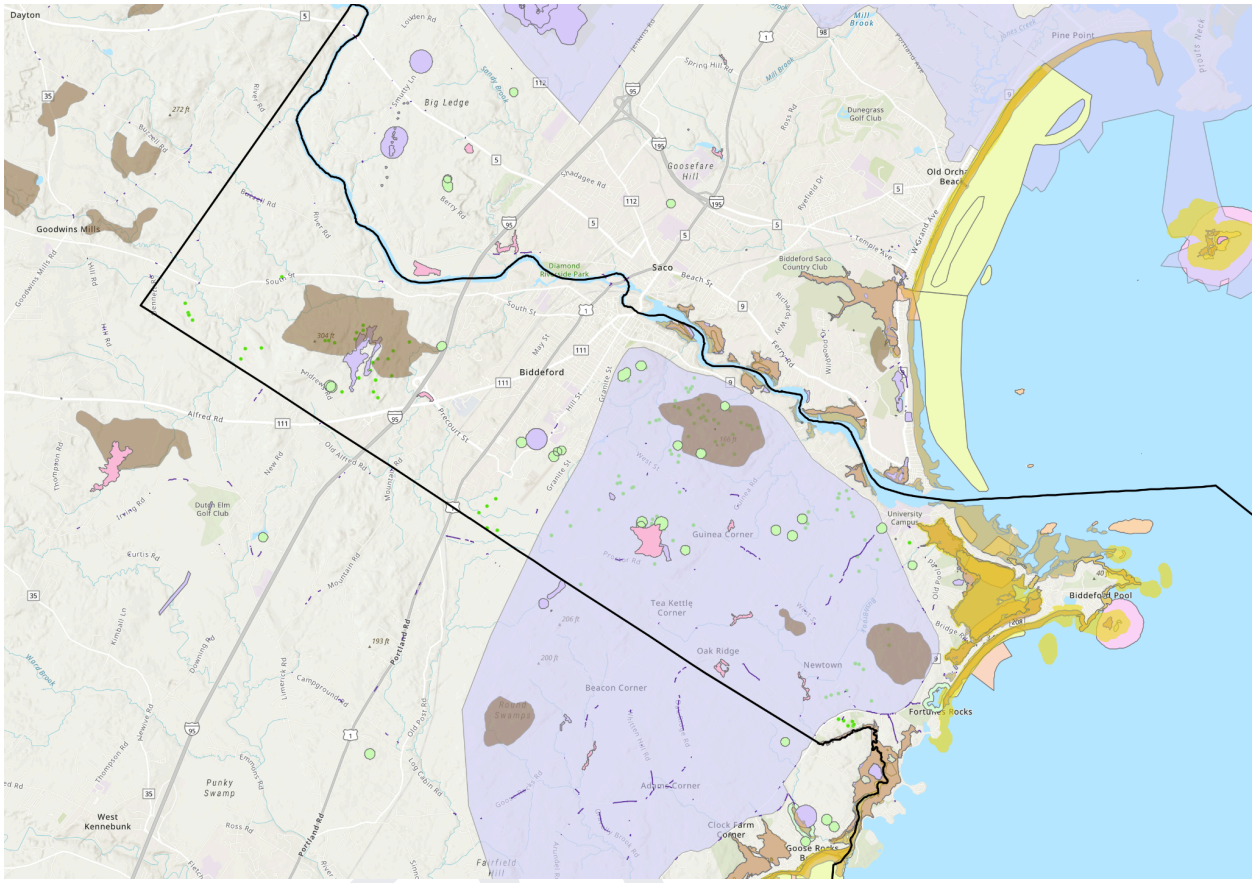


While the Water Resources chapter identifies specific strategies for maintaining and improving Biddeford's watersheds, it's important to recognize the interconnectedness of these habitats and how they support fish, waterfowl, and wildlife populations throughout Biddeford.

Wildlife & Habitats

Biddeford is home to a diverse range of wildlife, birds, fish, and invertebrates — and we are currently ranked 6th (out of all Maine municipalities) for the number of species listed as significant, threatened, or endangered.

Biddeford's unique location forms an important "stepping stone" for wildlife in a region of Maine that is densely developed, and is part of one of the largest habitat blocks remaining east of the I-95 highway in southern Maine. State agencies have recognized that Biddeford might be the most biodiverse and at-risk municipality in the state.


Dayton
Big Ledge
Goodwins Mills
Saco
Biddeford
Alfred Rd
Guinea Corner
Tea Kettle Corner
Oak Ridge
Newtown
Beacon Corner
Auburn Corner
Clock Farm Corner
Fortunes Rocks
Biddeford Pool
Pine Point
Punky Swamp
West Kennebunk
Portland Rd
Goosefare Hill
Dunegrass Golf Club
Biddeford Saco Country Club
Dutch Elm Golf Club
University Campus

Essential Wildlife Habitats

1. Roseate Tern Nesting Area
2. Piping Plover-Least Tern Nesting, Feeding & Brood-Rearing Area

Significant Wildlife Habitats

1. Inland Waterfowl and Wading Bird
2. Tidal Waterfowl and Wading Bird
3. Significant Vernal Pools
4. Seabird Nesting Islands

Natural Communities

1. Oak-Hickory Forest (S1)
2. Pocket Swamp (S2)
3. Salt-hay Saltmarsh (S3)
4. Brackish Tidal Marsh (S3)
5. Freshwater Tidal Marsh (S2)
6. Pitch Pine Bog (S2)
7. Pitch Pine Woodland (S3)
8. Coastal Dune-marsh Ecosystem (S3)
9. Red Maple Swamp (S4)

Focus Area of Statewide Ecological Significance

1. Biddeford/Kennebunkport Coastal Forest

S1/G1 = Critically Imperiled
S2/G2 = Imperiled
S3/G3 = Vulnerable
S4/G4 = Apparently Secure.
S5/G5 = Secure

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Biddeford/Kennebunkport Coastal Forest

Established around 2010, the Biddeford/Kennebunkport Coastal Forest (*formerly known as the Biddeford/Kennebunkport Vernal Pool Complex*) is a focus area of statewide ecological significance that covers roughly 16,000 acres. The biological significance of this area is due to a specific set of geological and soil features, and a high concentration of pocket swamps and vernal pools in undeveloped areas, which are becoming increasingly rare in Maine, and are specifically seeing increased development pressures within Biddeford.

While the State of Maine defines a Vernal Pool as "*Any natural water body that holds water long enough in a typical year to support breeding fairy shrimp, wood frogs, and/or spotted or blue-spotted salamanders.*" — it also acknowledges that, "*While vernal pools are typically natural landscape features, occasionally anthropogenically created or modified water bodies such as abandoned gravel pits, can function as important vernal pool breeding habitat as well.*"

Vernal Pools act as a "grocery store" within forested areas, serving as an important resource for wildlife communities. Pools provide services beyond habitat, including massive nutrient exchange (14% of our forest nitrogen comes from wood frogs alone), groundwater recharge, and flood prevention.

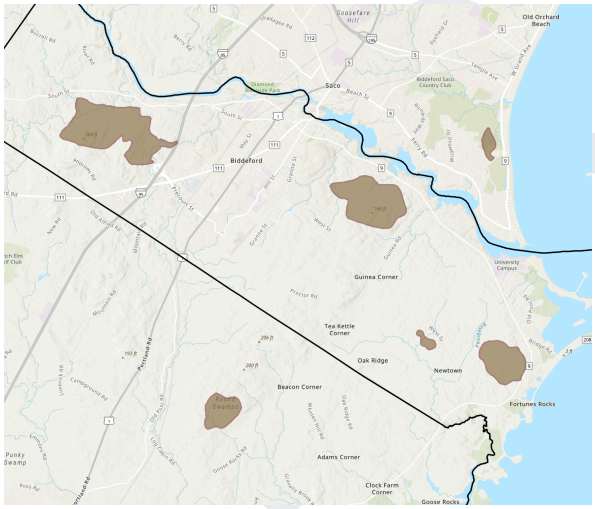
Egg masses observed in Clifford Park.

Deer Wintering Areas

In the Winter months, deer seek out areas with a mix of shelter and nearby sources of food in the scarce Winter conditions. These are known as “deer wintering areas” or “deer yards,” of which Biddeford has historically documented multiple locations.

To reduce roadway collisions and mortality during the winter, these areas should be prioritized when considering habitat conservation and other means of preserving open space within the development of private parcels.

Shelter conditions typically include:
- Conifer Forests — Hemlock, Pine, and Cedar provide thermal cover by blocking wind, preventing snow accumulation, and because their foliage absorbs heat from the sun.
- Southern Slopes & Valleys — These locations are often warmer due to the southern sun exposure, and tend to see less snow accumulation.



Energy conservation and food sources typically include:
- Woody plants (twigs, stems), which are often readily available.
- Tree nuts (acorns, etc.) that remain accessible may also be forage opportunities.
- Deer are typically less active in the winter to conserve energy, often relying on a reduced metabolism and fat reserves to survive on a limited diet. However, the availability or lack of food sources during the Fall can drive them in search of food if their fat reserves are not sufficient to sustain them.

Riparian Habitats

The areas adjacent to, and surrounding, wetlands and streams — known as Riparian Habitat — are inextricably linked to many significant wildlife species for feeding, nesting, denning, or as travel corridors in Biddeford.

- Over 85% of Maine's vertebrate wildlife use riparian habitats at some point in their annual life cycle.
- Riparian habitats are often used as travel corridors between forested areas.
- Forested riparian zones are known to store large amounts of carbon and add to landscape-scale climate resilience.
- Forested riparian zones also reduce runoff and erosion risks by stabilizing the banks of rivers and streams.

The State of Maine maintains minimums of 100-foot "no cut" buffers, but also acknowledges that if opportunities exist to extend the "no cut buffer" distance, or to protect entire riparian habitats, there is a preference for those protections.

Freshwater Fisheries

MDIF&W has identified Swan Pond Brook, its tributaries, and two unnamed tributaries to the Saco River upstream from where Swan Pond Brook outlets into the Saco River as being likely brook trout habitat. The Little River and its tributaries, including Bush Brook, are also identified as a likely brook trout habitat. These water bodies represent the characteristics conducive to brook trout: "clean, cool, well oxygenated water".

MDIF&W has also identified Swan Pond Brook and its tributaries as a likely spawning habitat for Atlantic Salmon entering the Saco River.

From a habitat perspective, MDIF&W state:
"Stream habitat suitability is maintained by the presence of intact, stable, mature wooded riparian corridors that: conserve forest soils, provide shade to reduce stream warming, protect stream water quality, provide cover for fish, provide a source of woody debris and leaf litter from mature trees that maintain critical in-stream habitat for fish and the aquatic insects they feed upon (leaves provide the energy source that drives productivity in streams). Floodplain and fringe wetlands associated with streams are a significant source of springs and groundwater discharge that maintain stream flows and cool temperatures during warm, low-flow summer periods. Protection of these important riparian and wetland functions ensures that the overall health of stream habitat and watershed is maintained."

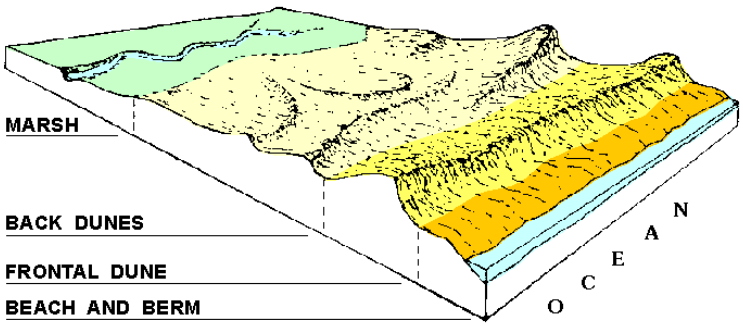
Tidal Flats & Marshes

Areas of the Saco River Estuary, coastal shorelines, and Biddeford Pool provide a diverse mix of mud and sand flats, as well as salt and brackish marshes. These areas provide vital habitat for wildlife and natural flood protection.

The mud flats of Biddeford Pool are comprised of sediment finer than sand, which is teeming with shellfish, worms, and other species that support both recreational and commercial harvesting, as well as attracting a variety of bird species.

Dunes and Shorelands

Sand dune systems are dynamic landforms of sand and gravel created by wind and water action. They include various features like beach berms, frontal dunes, and back dunes — and they serve as natural barriers against storms while providing vital habitat



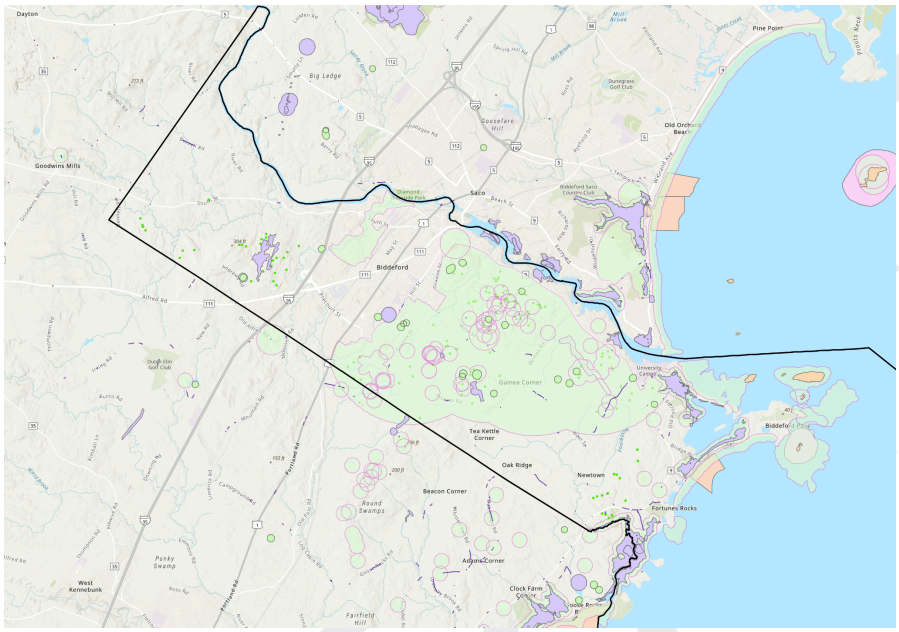
Dune formation and maintenance depend on a constant supply of sand and the stabilization provided by vegetation like dune grass.

According to the Maine Geological Society, there are generally seven (7) sand dune systems located within the City of Biddeford, as follows:

1. Hills Beach
2. Hills Beach – Fort Hill
3. Mile Stretch Beach
4. Fortunes Rocks Beach
5. Horseshoe Cove
6. New Barn Cove Beach
7. Curtis Cove Beach

Wildlife in Biddeford

Biddeford is home to 31 special concern, threatened, or endangered plant and animal species as identified by the Maine Department of Inland Fisheries & Wildlife. The green areas with magenta outlines indicate locations where these species have been observed. The observation areas overlap with the ideal habitats in these regions.



1. Endangered Species
    a. Blandings Turtle
    b. Atlantic Salmon (Swan Pond Brook, Saco River)
    c. Peregrine Falcon (downtown core)
    d. Piping Plover (coastal dunes)
    e. Saltmarsh Sparrow (coastal marshes)

2. Threatened Species
    a. Spotted Turtle
    b. Harlequin Duck (coastal shorelines)

3. Species of Special Concern
    a. Eastern Ribbonsnake (multiple areas throughout the Vernal Pool Complex)
    b. Southern Pygmy Clubtail
    c. Dusted Skipper

Scenic Resources

Scenic resources within a community are attributes that give communities identity and make them appealing places to live. These resources may be specific, extraordinary views, or they may be vistas of segments of the community, such as traditional working rural landscapes, village centers, or historic districts. The City of Biddeford is fortunate to have a diversity of geographical landscapes within the City's boundaries, including beaches, open areas, islands, harbors, tidal flats, wetlands, historical resources, and village centers. Some of the more well-known/familiar scenic areas are as follows:

1. Clifford Park & Trail System
2. Rotary Park
3. Biddeford Forest
4. Biddeford Pool
5. Maine Audubon East Point Sanctuary
6. Rachel Carson Wildlife Refuge
7. Blandings Park Wildlife Sanctuary
8. Wood Island Harbor and various neighboring islands
9. Wood Island Lighthouse
10. Timber Point
11. Hills Beach
12. Fortunes Rock
13. Curtis Cove, Horseshoe Cove, Fortunes Rock Cove, and New Barn Cove
14. Saco River & Riverwalk
15. Farmlands and open areas

Biddeford’s scenic resources are highly valued not only for their aesthetic appeal, but for the natural character and connected ecosystems they preserve in our city. These areas often sit at the junction of habitat, recreation, and tourism — requiring the City to balance the needs of each in protecting and maintaining these regions.

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ANALYSES

Threats to Natural Resources

- Human impact and disturbance through commercial, residential, or recreational uses
- Reduction and fragmentation of habitat by development, roads, etc.
- Inappropriate zoning designations that conflict with natural resource protection goals
- Lack of habitat identification before development
- Deforestation or over-harvesting of resources
- Point and non-point source pollution (runoff)
- Degradation of water quality (increased temperatures, lack of canopy cover, etc.)
- Invasive species (insects, crabs, etc.)
- Invasive plants (knotweed, bittersweet, etc.)
- Increases in precipitation and climate events (flooding, erosion)
- State-wide policy changes from new administrations and legislators can upend long-term conservation and natural resource protections, and as such, the City of Biddeford should work to develop ordinances and zoning that don't rely on state-mandates and policies

Specific threats to identified resources:

Threats to Wetlands

Land use development and human impact can result in the loss or degradation of wetlands, which can lead to impacts such as increased flooding, extinction of species, and decline in water quality. Untreated runoff from agricultural lands, urban areas, and other sources into wetlands can result in changed species composition, increased pollutant loadings, and replacement of complex wetland systems with open water. Land use development projects should be managed carefully to avoid these threats.

Threats to Vernal Pools

Land use development and human impact can result in the loss or degradation of vernal pools, including the upland areas around vernal pools that are necessary for parts of the lifecycle of many rare, threatened, and endangered species that rely on vernal pools. Land use development projects should be evaluated carefully to avoid these threats.

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Threats to Thatcher Brook Watershed

The Thatcher Brook Watershed Management Plan (TBWMP) 2015-2025, has identified the following threats to the water quality of the brook:

Thatcher Brook is listed as an Urban Impaired Stream in MDEP's Chapter 502. A stream is considered "urban impaired" if it fails to meet state and federal water quality classifications due to the effects of stormwater runoff from impervious surfaces such as rooftops, parking lots, and roads.

During the development of this Plan, the following threats to water quality (a.k.a. stressors) were identified:

- Stream channel alteration and the resulting stream bank erosion and degraded habitat;
- Elevated phosphorus and decreased dissolved oxygen [DO] (in part due to naturally-occurring conditions in associated wetlands); and,
- Elevated bacteria and specific conductance.

Additional monitoring and updates to the TBWMP are necessary to continue efforts to reduce runoff impacts and improve water quality.

Threats to Deer Wintering Areas

New development and other modifications to the habitat within traditional deer wintering areas reduce the overall ability of an area to support deer during periods of severe winter weather. The more development that occurs within these areas, the greater the potential impact on local deer populations. The availability of high-quality winter range allows a higher winter population of deer, and enables them to more fully occupy their summer habitat.

However, one type of land use that is essential for deer wintering area management is timber harvesting. According to IFW, the general goal in managing deer wintering areas is to maintain approximately 50% of the area in mature conifer forest types. This allows each landowner in the deer wintering area to harvest as much as 20% of the total timber volume on his/her ownership in any 15-year period. Non-permanent, minimal disturbance (light or no bulldozing and no graveling of the travel surface) roads are recommended by IFW when a land management road must be located in a deer wintering area to allow access for timber harvesting.

Threats to Sand Dune Systems

Coastal geological processes such as wind, waves, tides, currents, and coastal hazards such as storm surge, sea level rise, erosion, and inlet migration will all inevitably shift the locations and decrease the size of sand dune systems located within Biddeford. Coastal flooding and erosion can destroy improperly located structures on beaches and sand dunes. Winter northeaster storms striking during high tides cause the most serious beach and dune erosion.

Continuing natural movement of the beach and perhaps more abrupt shoreline changes caused by major coastal storms or an acceleration of sea level rise make some areas unsuitable for coastal development. Structures should be placed in locations that have minimal interference with natural geologic processes and are in areas with low risk from natural hazards.

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Goals, Policies & Strategies

State Goals

I. From the Maine Dept. of Inland Fisheries & Wildlife Strategic Plan (2020-2025)
   A. Healthy Fish and Wildlife Habitats: Partner with the public to achieve shared goals for sustainability, and both maintaining and improving healthy fish and wildlife populations and habitats, despite environmental changes and shifts in land ownership.

II. From the Maine Climate Action Plan (2025)
   A. Increase, by 2030, the total acreage of conserved lands in the state to 30% through voluntary, focused purchases of land, and working forest/farm conservation easements.
   B. Increasing carbon storage in our natural and working lands to offset carbon emissions and impacts from climate change.

Local Goals

III. To protect, maintain, and, where possible, improve the quality of the City's natural environment and resources. Including, but not limited to:
   - The Biddeford/Kennebunkport Coastal Forest
   - Wetlands and vernal pools
   - Wildlife and fisheries habitat
   - Sand dunes
   - Shorelands
   - Tidal flats
   - Riparian zones
   - Scenic resources
   - And other unique natural areas

Policies

1. To conserve critical natural resources in the community.
2. To coordinate with neighboring communities and both regional/state resource agencies to protect shared critical natural resources.
3. Prioritize habitat connectivity in reviewing development proposals within critical natural resource areas, as a means of reducing habitat fragmentation and roadway mortality for all wildlife species.

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Strategies

Immediate (0-1 yr) = 1
Near-term (1-3 yrs) = 2
Medium-term (3-6 yrs) = 3
Long-term (6-10 yrs) = 4
Ongoing = Indicates a strategy will take many years or continuous work for implementation.

Policy	Description of Strategy	Timeframe	Implementors
1	1a Ensure that land use ordinances are consistent with applicable state law regarding important natural resources.	Ongoing	Planning & Development Dept., Planning Board
1	1b The City shall designate critical natural resources as Critical Resource Areas in the Future Land Use Plan.	1	Planning & Development Dept., Planning Board
1	1c The City shall review and upgrade its enacted Zoning Ordinances, which were conceived to protect and preserve the quality of local surface water and wildlife habitats, to A) develop new ordinances, zoning updates, overlay zones, and incentive programs to reduce development pressures in critical natural resource areas, B) prioritize projects with greater-than-minimum buffers, increased open space preservation, and wildlife habitat connectivity, and C) ensure development proposals identify critical natural resources that may be on-site and to take appropriate measures to protect those resources, including but not limited to, modification of the proposed site design, construction timing, and/or extent of excavation.	2	Planning & Development Dept., Planning Board, Conservation Commission
1	1d Amend the Zoning Ordinance to ensure the Planning Board (or its designee) includes as part of the review process, consideration of pertinent BwH maps and information regarding critical natural resources.	1	Planning & Development Dept., Planning Board
1	1e Evaluate the Cluster Subdivision and Net Density Performance Standards in the Zoning Ordinance for their effectiveness and value with respect to protecting important natural resources, exploring new options/programs that include, but are not limited to A) Development Rights Transfer, B) Development Transfer Fee, and C) Conservation & Limited Development Projects (CLDP)	2	Planning & Development Dept., Planning Board, Conservation Commission

1	1f Revise the Wildlife Preservation Performance Standards to ensure that through the review of development proposals, wildlife preservation requirements are clear and practical.	Ongoing	Planning & Development Dept., Planning Board, Conservation Commission
1	1g Explore other regulatory means to protect important natural resources to the greatest extent practicable.	Ongoing	Planning & Development Dept., Planning Board, Conservation Commission
1	1h The City shall request state agency review for all developments in critical natural resource areas (Map X-X) to coordinate land-use decision-making with local and regional goals. Agencies include but are not limited to the Maine Department of Environmental Protection (DEP), Maine Department of Inland Fisheries and Wildlife (IFW), Maine Natural Areas Program (MNAP), and others.	Ongoing	Planning & Development Dept., Planning Board
1	1i Explore the ability to join the National Flood Insurance Program (NFIP) Community Rating System (CRS),	2	Planning & Development Dept., Code Enforcement
1	1j Pursue public/private partnerships to protect critical and important natural resources, such as through the purchase of land or easements from willing landowners.	Ongoing	Planning & Development Dept., Conservation Commission
1	1k Distribute or make available information about current use tax programs and applicable local, state, or federal regulations to those living in or near critical and/or important natural resource areas.	1 Ongoing	Conservation Commission
1	1l The City shall create a “no development, other than timber harvesting” ordinance that will protect all of the City’s deer wintering areas (as designated by the Maine Department of Inland Fisheries & Wildlife).	2	Conservation Commission, Policy Committee, Planning Board, City Council
1	1m Conduct bi-annual reviews of development growth, evaluating impacts on natural resources, to be reviewed as part of a zoning ordinance review process. This includes, but is not limited to: A) increase/decrease of habitat, B) habitat fragmentation, and C) development “hot spots” where development is taking place to identify proximity to natural resources.	Ongoing	Planning & Development Dept., Planning Board, Conservation Commission

1	1n Conduct an annual review of parcels identified as conservation, open space, municipal land, and public access areas to identify; A) the percentages of open space vs. habitat preservation (with the goal of balancing the needs of humans and wildlife in Biddeford), B) opportunities to increase unfragmented habitat blocks through the sale/donation of municipal lands, and C) identify trends and growth around/in natural resources areas	Ongoing	Conservation Commission, GIS Staff
1	1o Continue to monitor state agency GIS maps and data to integrate natural resource inventory information into Biddeford's own GIS maps and to inform municipal decision-making.	Ongoing	Conservation Commission, GIS Staff
1	1p Increase awareness of incentive programs to aid private landowners in investing in the long-term stewardship of their property.	Ongoing	Conservation Commission
1	1q Pursue more detailed surveys and documentation of vernal pools throughout Biddeford, with the State Focus Area of Ecological Significance being the priority. This work may be conducted in partnership with UNE, local land trusts, and/or consultants.	2	Conservation Commission, City Staff
1	1r Develop a pipeline for reduced processing time and permitting requirements for development applications that meet certain standards (e.g., habitat preserved, habitat connectivity, etc.) to encourage smart growth and habitat-friendly developments.	2	Planning & Development Dept., Planning Board
1	1s Incentivize increased buffers, habitat conservation, and connectivity through voluntary programs that allow smaller lot sizes in exchange for more open space preserved.	2	Planning & Development Dept., Planning Board, Conservation Commission
1	1t The City shall develop a list of buffers specific to each natural resource, seeking to increase buffers beyond state minimums, and to align with recommendations from habitat experts to protect Biddeford's specific natural resources.	2	Planning & Development Dept., Planning Board, Conservation Commission
1	1u The City shall select and hire a Consultant for all environmental reviews for development applications, to be paid for with funds from the developer, with the Consultant reporting directly to the City.	1	Planning & Development Dept., Planning Board

2	2a Collaborate with IFW's Beginning with Habitat Program to aid in the development of conservation planning, the development of overlay zoning, natural resource inventories, and/or other habitat protection programs to prioritize wildlife corridors and vernal pools.	1	Conservation Commission, Planning Board
2	2b Continue to collaborate with local Land Trusts through conservation planning, title-in-fee donations, and easements to protect parcels that can be added to, or begin forming unfragmented blocks of habitat and natural resources.	Ongoing	Conservation Commission, City Staff
3	3a The City shall work with IFW to identify areas where wildlife crossings can benefit listed species, developing a plan and timeline for installation of crossings in natural resource areas — with "turtle crossings" being a priority. Design and implementation resources are listed in the appendix. (bmp_herp_2016.pdf, pages 30-32)	3	Conservation Commission, City Planner, Public Works
3	3b Monitor public works projects (road work, infrastructure updates, etc) near stream crossings to identify opportunities to proactively update stream crossings to Stream Smart designs that improve and restore stream function.	Ongoing	Public Works
3	3c Conduct an annual review of reported wildlife collisions and roadkill removal requests to identify areas of increased roadway mortality that can benefit from the following (in priority order); A) altering wildlife behavior (reducing forage plants along roadways, adding fencing, and/or wildlife crossings beneath roadways), B) altering driver behavior (reduced speed limits, speed humps, etc.), and C) improved driver awareness (signage, lighting, roadway markings).	Ongoing	Conservation Commission, Police, Animal Control
3	3d Identify properties that may overlap with Saltmarsh Migration as sea levels rise, prioritizing the acquisition of these parcels to allow for habitat expansion and to reduce strains on municipal services in these areas.	3 / 4	Conservation Commission
END			

David C.M. Galbraith, City Planner, Deputy Director
of Planning &Economic Development

David.galbraith@biddefordmaine.org

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City of Biddeford Government

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PLANNING BOARD MEETING MINUTES
SITE WALK
December 1, 2025
DRAFT

1. **Declaration of Quorum/Voting Members**
   Alexa Plotkin, Chair, Larry Patoine, Susan Deschambault, Roch Angers, & Steve Beaudette
   Absent-Matthew Sargent-Dubois & Kayla Lewis
2. **New Business**
   2.a. 2025.50 Site Walk for Landscape Amendment request to the Adams Point project previously re-approved on February 21, 2024. Southern Maine Affordable Housing has requested the amendment due to the fact that they were able to save many of the original trees during construction. The property is 69 Adams Street (Tax Map 38, Lot 96) in the MSRD 2 zone.
   - **See attached Sign-Up Sheet for attendance**
   - **Guy Gagnon & Applicant & Matthew Phillips, Landscape Architect from Carroll & Associates represented the applicant.**
   - **The trees in question were observed and discussed.**
3. **Adjourn 8:35 AM**

Signature-Planning Board Chair "Pro-Tem" **Date**

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

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SITE WALK SIGN-UP / SIGN-IN SHEET

PROJECT: 2025.50 Biddeford Housing Authority 69 Adams Street

DATE: December 1, 2025

Please write legibly

PRINT NAME	RELATIONSHIP TO PROJECT
Nan Whitten	Planning Dept.
David Galbraith	Planning Dept
Sue Deschamb	Planning Board
Jamy Labonte	PLANNING BOARD
Ed Hoppe	" "
Guy Mc Gwynn	Applicant
Matthew Phillips	Landscape Architect
Stephen Beaudette	Planning Board
Alexa Platkin	Planning Board
Matt Ingalls	FM Supply

David C.M. Galbraith, City Planner, Deputy Director of Planning &Economic Development

David.galbraith@biddefordmaine.org

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City of Biddeford Government

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PLANNING BOARD MEETING MINUTES
December 3, 2025
DRAFT

1. **Workshop**
   1.a. Workshop the Comprehensive Plan with the Conservation Commission.
   Attendance: Planning Board: Larry Patoine, Roch Angers, Susan Deschambault
   Conservation Commission: Richard Rhames, Patrick Conlon, Denis Rioux, Chris Veazie
   Staff: David Galbraith, Adi Iriqat & Nan Whitten
   - **Biddeford Kennebunkport Vernal Pool Complex was discussed, Biddeford Kennebunkport Coastal Forest Preserve**
   - **Verbiage of protecting the critters, their breeding grounds while protecting the rights of the landowner was discussed.**
   - **Growth areas and new regulations to be looked at more thoroughly**
   - **SR1 district to be reevaluated for possible rezoning**
   - **Galbraith to reach out to Kennebunkport about Coastal Preserve plans**
   - **Growth management act is still in place changes are what municipalities have in their vernal pool complex.**
   - **The challenge is the number of homes needed to accommodate the people in the state, 84,000.**
   - **Add into Natural Resources Chapter, Critical Areas to research**
   - **Planning Board stipulations that no ADUs to be added without changing impervious area for stormwater purposes.**
   - **Are our designated growth areas in the right place? Look into this with the new legislations**
   - **Rules have changed in growth and non-growth areas such as coastal**
   - **Provide big map with resources and corridors for next meeting, synopses of likely changes to growth areas coming with new legislation.**
   - **Workshop again at 5:00 PM December 17, 2025**
2. **Pledge of Allegiance Meeting came to order at 6:04 PM**
3. **Declaration of Quorum/Voting Members**
   Alexa Plotkin, Chair, Larry Patoine, Susan Deschambault, Roch Angers, Steve Beaudette
4. **Adjustment(s) to Agenda-none**
5. **Planner's Business**

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- **Galbraith informed the Board of a request by UNE to expand Decary Hall by a net of 626 SF and a net loss of impervious surface of 119 SF. He informed the Board that this project qualifies to go through staff review instead of full Planning Board.**
- **Patoine and Angers had no problem with this going through SRC providing it is a minor change that qualifies.**
- **Deschambault stated that she is upset that this has to be brought up formerly due to the previous controversy.**
- **Plotkin asked that all items going to SRC be brought up under Planner's Business both at application and decision.**

6. **Consent Agenda**
   5.a. Approval of Meeting Minutes from November 19, 2025
   MOTIONS: 6:12 PM
   Motion-Patoine-Motion to approve Meeting Minutes as posted
   Second-Angers
   Vote-Motion passed unanimously
7. **Unfinished Business**
   7.a. Case #2025.50 (Prior Case #2021.04-Final Subdivision and Site Plan approval) request for Adams Point Housing-Southern Maine Affordable Housing/69 Adam's Street (Tax Map 38, Lot 296) for 39 residential units-Proposed Landscaping Amendment. This project was heard and tabled on November 5, 2025, Site Walk scheduled for December 1, 2025.
   MOTION: 6:13 PM
   Motion-Roch-Motion to take case #2025.50 off the table
   Second-Beaudette
   Vote-Motion passed unanimously
   - **Guy Gagnon of Southern Maine Affordable Housing represented the application.**
   - **Gagnon stated that since day 1 his goal was to preserve as many existing trees as possible.**
   - **He feels they were successful in saving the trees to provide a good tree canopy.**
   - **He read note #20 from the approved plan and gave his impression of the note.**
   - **THERE WERE NO PUBLIC COMMENTS**
   - **Deschambault asked Mr. Gagnon if he had an arborist as well as a landscape architect. Just a landscape architect.**
   - **She noted that the report says the architect endorsed saving the trees, she feels that is just an opinion and stated that some of the trees look scary.**
   - **Gagnon stated that this was the worst time to look at a tree canopy. He is looking for a commonsense approach for the project.**

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- **Patoine mentioned that the majority of trees are leaning heavily and it's just a matter of time before the weather takes them out and he would like to stick to the approved landscape plan.**
- **Gagnon answered that any tree can fall at any time.**
- **Angers asked if an arborist has ever looked at the trees, not during Gagnon's time.**
- **Gagnon read his perception of Note 20**
- **Patoine interprets Note 20 differently**
- **Galbraith told the Board that they have been provided with 2 plans, and the approved plan is the official plan**
- **Anger agrees with Patoine that the leaning trees are dangerous and following the approved plans makes more sense.**
- **Beaudette asked how much impact erosion will removing the trees cost. Also, what is the additional expense of removing the trees.**
- **Gagnon responded that it is not about the cost but that he despises the thought of taking down the trees. He would prefer to hire an arborist to mark the trees that need to come down. He said any tree can die but he doesn't want to clear-cut the area, and any tree can fall at any time.**
- **Plotkin does not want the Board to go back and forth with Mr. Gagon and asks for a motion.**

MOTIONS 6:31 PM

Motion- Patoine- motion to DENY Case # 2025.50 (Prior Case # 2021.04 - Final Subdivision and Site Plan approval) request for Adams Point Housing – Southern Maine Affordable Housing / 69 Adam's Street (Tax Map 38, Lot 296) for 39 residential units – Proposed Landscaping Amendment.

Second-Angers

Vote-Motion passed 3-1 (Patoine, Deschambault & Angers in favor, Beaudette against)

8. **New Business**

8.a. 2025.51 Review of a Conditional Use Permit for Thriving Wellness who wants to open a medical marijuana caregiver retail store at 642 Elm Street, Unit 4 (Tax Map 11, Lot 7) in the I-1 Zone.

- **Iriqat introduced the project, he mentioned that there will be no physical changes to the building and that is why they are asking for a waiver for full site plan review.**
- **This establishment will be retail only**
- **Galbraith added that the proposed use will cause no odor as everything will be prepackaged and there will be no growing and harvesting.**

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- **Prima Daggett the owner of the establishment represented the application.**
- **THERE WERE NO PUBLIC COMMENTS**
- **Angers asked how many marijuana shops there are in that area (not sure between 4 & 8)**
- **Deschambault asked about the abutters that were notified, all property owners within 250'**

MOTIONS: 6:41 PM
Motion-Patoine-Motion to waiver the requirement of full site plan review
Second-Beaudette
Vote-Motion passed unanimously
Motion- Patoine- Motion to Approve the Conditional Use Permit application for Thriving Wellness, LLC to be located at 642 Elm St (Tax Map 11, Lot 7), within the Industrial Zone.
Second-Deschambault
Vote-Motion passed 3-1 (Patoine, Deschambault, Beaudette in favor, Angers against)
8.b. 2025.11 Preliminary Plan Review for Bedard Homes, LLC for a proposed 30-lot single-family subdivision (The Woodlands Reserve) off Parkside Drive and 268 Pool Street (Tax Map 8, Lot 52-1) in the Suburban Residential 1 (SR1) Zoning District and a portion within the Stream Protection Shoreland Overlay District.

- **Galbraith introduced the project he explained that the project has gone from 38 to 30 lots.**
- **Jayson Haskell from DM Roma represented the applicant**
- **He said IF & W had them adjust the entrance and to install speed tables off Pool Street**
- **The open space will be 28 acres with 25 of which is on the southern side of the road and will be turned over to the City.**
- **All roads will be private with the open space to be public, which can be accessed via Clifford Park and Parkside.**
- **Maine Water has installed an 8" main looped to Pool Street to assist Parkside in the event of water problems.**
- **There are hydrants and cisterns, the site distance is fine, and trip generation has shown an increase by 6%.**
- **The road will be built to City standards**
- **PUBLIC COMMENTS**
  Bill DeLong-55 Parkside Drive (2)
  Jim Kleva-41 Parkside Drive
  Loren McCready-223 Cleaves Street (via Zoom)
  Richard Rhames-10 West Loop Road
- **BOARD COMMENTS**
- **Anger could not hear Mr. McCready's comments; Whitten will send the Zoom recording to Board when it becomes available.**

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- Patoine asked about the cistern, filtration system and maintenance log
- Angers asked about the City impact fees

MOTIONS: 7:48 PM

Motion-Patoine- I motion to APPROVE Case # 2025.11 Preliminary Site and Subdivision Plan Review for Bedard Homes, LLC for a proposed 38-lot single-family subdivision, called "The Woodlands Reserve" located off Parkside Drive and 268 Pool Street (Tax Map 8, Lot 52-1) in the Suburban Residential 1 (SR1) Zoning District and a portion within the Stream Protection Shoreland Overlay District.
Second-Beaudette
Vote-Motion passed unanimously
Motion-Patoine-Motion to amend original motion from 38 lots to 30 lots
Second-Beaudette
Vote-Motion passed unanimously

9. **Other Business**

9.a. Workshop the Electronic Vehicle Charging Station (EVCS) Ordinance with the Sustainability Commission.

- **Sustainability Commission Members: Beverly Thorpe, Will Kochtitzky, Jeff Goldsmith, Joie Grandbois, Staff: Brad Favreau**
- **The Sustainability Commission discussed the changes that they have made to the Electronic Vehicle Charging Station Ordinance.**
- **More changes were requested by the Planning Board, who mentioned more than once that the ordinance was very well written.**
- **Changes were agreed upon; the Commission will return December 17th for a vote on the finished product.**

10. **Adjourn 8:55 PM**

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Signature-Planning Board Chair **Date**

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

City of Biddeford Code of Ordinances

Part III Land Use Development
Article VI Performance Standards
Section 49.1 Electric Vehicle Infrastructure

1. Purpose

The purpose of this ordinance is to facilitate and encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle infrastructure, and to establish minimum requirements for such infrastructure to serve both long-term and short-term parking needs. This Ordinance is consistent with the goals of Biddeford's approved Climate Action Plan, including reducing greenhouse gas emissions 62.6% over 2019 baseline levels by 2030.

2. Definitions

Accessible electric vehicle charging station - an electric vehicle charging station, that can be readily used by those of all abilities, where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle.

Battery charging station - an electrical component, assembly or cluster of components assemblies designed specifically to charge batteries within electric vehicles.

Battery electric vehicle - any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

Charging levels - the standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms 1, 2, and DC fast charging are the most common charging levels, and include the following specifications:

- Level 1 provides charging through a 120 volt (V), alternating-current (AC) plug. Level 1 is considered as slow charging. Level 1 charging equipment is standard on vehicles and therefore does not require the installation of charging equipment. The most common place for Level 1 charging is at the vehicle owner's home and is typically conducted overnight.
- Level 2 charging is through a 240V, AC plug and requires installation of home charging or public charging equipment. These units require a dedicated 40-amp circuit. Level 2 chargers are commonly found in residential settings, public parking areas, places of employment and commercial settings.
- DC Fast Charging (DCFC) charging is through a 400 to 1000 V, direct-current (DC) plug. Due to their high cost and extremely high-power draw, Level 3 chargers are typically found in commercial or industrial locations rather than residential.

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Electric Vehicle (EV) - a vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes. "Electric vehicle" includes:

- Battery electric vehicle
- Plug-in hybrid electric vehicle

Electric vehicle charging station (EVCS) – battery charging equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. A charging station must include a port that conforms to EV industry standards and can charge the vehicle, although an adapter may be required.

EVCS-installed - parking spaces equipped with electrified EVCS that are operational.

EVCS-ready - parking spaces with necessary conduit installed and electrical capacity available to connect to an EVCS to charge an electrical vehicle (either plug or hardwired).

Electric vehicle charging station, private restricted use - an electric vehicle charging station that is:

- Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking, assigned parking at multi-family residential buildings); or
- Publicly owned and restricted (e.g., fleet parking with no access to the general public).

Electric vehicle charging station – public use means an electric vehicle charging station that is:

- Publicly owned and publicly available (e.g., Park & Ride parking, public library parking lot, on-street parking); or
- Privately owned and available to visitors (e.g., shopping center parking).

Electric vehicle infrastructure - conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations.

Electric vehicle parking space - any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

Electric vehicle supply equipment (EVSE) - any equipment or electrical component used in charging electric vehicles at a specific location. EVSE does not include equipment located on the electric vehicles themselves.

Electrical capacity shall mean, at minimum:

- Electric Service Panel capacity to accommodate a dedicated branch circuit and service capacity to install a 208/240V outlet per charger;
- Conduit from an electric panel to future EVCS location(s).

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Non-electric vehicle - any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets that does not meet the definition of an electric vehicle.

Plug-in hybrid electric vehicle - an electric vehicle that:

- Contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor;
- Charges its battery primarily by connecting to the grid or other off-board electrical source;
- May additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and
- Has the ability to travel powered by battery-supplied electricity.

3. Applicability

3.1. This ordinance shall apply to all electric vehicle infrastructure installed, constructed, or modified after the effective date of this Ordinance.

3.2. Electric vehicle infrastructure in place prior to the effective date of this ordinance shall not be required to meet the requirements of this ordinance unless substantial modification to the infrastructure is proposed in accordance with the criteria identified in Section 5.1.

3.3. All electric vehicle infrastructure shall be designed, built, and installed in accordance with applicable local, state, and federal codes, regulations, and standards.

4. Required Facilities

4.1. All new or reconstructed parking structures or lots shall be required to install level-2 or higher EVCSs according to Table 5.1 when one of the following conditions is met:

The development includes a new off-street parking facility with more than 25 spaces; or

The parking capacity of an existing building, site, or parking facility is increased by 30 percent or more or 25 spaces, whichever is smaller (expressed as [number of additional spaces]/[number of existing spaces] x 100), resulting in 25 or more total spaces after expansion.

4.1.1. The number of EV charging stations required to be installed at the time of development is stated as a percentage of the total number of parking spaces in Column A of Table 5.1. Requirements will be rounded up to closest whole number but will always be a value of at least one EVCS to be available at the time of development occupancy.

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4.1.2. Electric capacity requirements for EVCS-ready are met by providing a cabinet, box or enclosure connected to a conduit linking parking spaces with 208/240V or higher voltage AC electrical service for the suitable for the number of charging stations. The wire may end in either a junction box, hardwired EVCS, or plug at the parking space.

4.1.3 Site design must provide electrical, associated ventilation, accessible parking, and wiring connection to electrical transformer to support electric vehicle charging.

Table 4.1

EV Charging Requirements for New and Reconstructed Parking Structures

Land use type	A. EVCS-installed parking spaces required (as % of total parking spaces)	B. EVCS-ready parking spaces required (as % of total parking spaces)
One or two family residential	-	1 per unit
Multi-family residential w/o dedicated spaces	5%	-
Multi-family residential w/ dedicated spaces	-	1 per unit
Non-residential	5% or one (1) space, whichever is greater	

4.1.3. DC Fast Charging equipment may be installed to partially or fully meet the above requirement at one third the rate prescribed by table 5.1.

4.1.4. These requirements may be revised upward or downward by the Planning Board as part of an application for a conditional use permit or planned unit development based on verifiable information pertaining to parking.

4.1.5. When the cost of installing EVSE required by this ordinance would exceed five percent of the total project cost, the property owner or applicant may request a reduction in the EVSE requirements and submit cost estimates for city consideration. When City Council approval of the project is not required, the Code Enforcement Director may administratively approve a reduction the required amount of EVSE to limit the EVSE installation costs to not more than five percent of the total project cost.

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5.1.6. Affordable housing projects (120% AMI in 33% of dwelling units) can reduce requirement in table 5.1 by 50% or two total EVCS-installed spaces, whichever is less.

4.1.7. Where meeting the requirements of this ordinance is cost prohibitive, an in-lieu fee to the City of Biddeford at a rate of $5,000 per EVCS-installed parking space and $25 per EVCS-ready parking space shall be collected. EVCS in-lieu fees collected by the City shall be used for supporting electric vehicle infrastructure in the City of Biddeford. These funds shall be used in accordance with the following:

a. The funds shall be used for electric vehicle charging infrastructure within the City. More specifically, these funds may be used for equipment, and/or construction costs of electric vehicle charging infrastructure in existing or new City owned parking lots.

b. A portion of these funds may also be used for administrative, legal, engineering, or other costs related to the planning, design, permitting, and property acquisition for electric vehicle charging.

c. A portion of these funds may also be used to establish a grant or revolving loan program to provide direct financial assistance to offset the cost of retrofitting existing parking areas with electric vehicle charging infrastructure.

d. These funds may be used in combination with other City funds and other private, non-profit, and government funding for expanding electric vehicle charging infrastructure within Biddeford.

e. The in-lieu fees contributed by a development shall not be used by the same or other developments to fund the electric vehicle charging infrastructure that is required to meet the minimum standards described in Table 5.1.

f. The in-lieu fees collected by the City shall not be utilized to fund electric vehicle charging infrastructure that is otherwise required to meet minimum zoning standards.

5. General Requirements for Electric Vehicle Infrastructure

5.1. Electric vehicle charging stations within single-family and two-family residences are exempt from the below general requirements. This does not exempt electrical or other permit obligations.

5.2. General station requirements

5.2.1. Size. A standard size parking space shall be used for an electric vehicle charging station where such a station is required or planned.

5.2.2. Equipment Standards and Protection. Where provided, parking for electric vehicle charging purposes shall meet the standards of subsections 6.2.2 (1) through (4) of this section.

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1. Clearance. Charging station equipment mounted on pedestals, light posts, bollards or other devices shall be a minimum of 24 inches clear from the face of curb.
2. Charging Station Equipment. Charging station outlets and connector devices shall be no less than 36 inches or no higher than 48 inches from the top of surface where mounted, and shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks.
3. Charging Station Equipment Protection. When the electric vehicle parking space is perpendicular or at an angle to curb face and charging equipment, adequate equipment protection, such as wheel stops or concrete-filled steel bollards shall be used.
4. Maintenance. Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.

5.2.3. Signage. Electric vehicle charging stations, other than in residential use, shall have posted signage allowing only charging electric vehicles to park in such spaces. For the purposes of this subsection, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment. Signage for parking of electric vehicles shall include:

- Information on the charging station to identify voltage and amperage levels and any time of use, fees, or safety information.
- Restrictions shall be included on the signage, if removal provisions are to be enforced by the property owner
- As appropriate, directional signs to effectively guide motorists to the charging station space(s).

5.2.4. Lighting. Site lighting shall be provided where EVCS is installed unless charging is for daytime purposes only. Lighting standards should be met pursuant to the Biddeford's zoning ordinance.

5.2.5. Time limits may be placed on the number of hours that an electric vehicle is allowed to charge, prohibiting indefinite charging/parking. If applicable, warnings shall be posted to alert charging station users about hours of use and possible actions affecting EVCS that are not being used according to posted rules.

5.2.6. The EVCS must be operational during the normal business hours of the use(s) that it serves. EVCS may be de-energized or otherwise restricted after normal business hours of the use(s) it serves. If applicable, warnings shall be posted to alert charging station users about hours of use.

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5.2.7. Usage Fees. The property owner or operator is not restricted from collecting a service fee for the use of an electric vehicle charging station made available to visitors of the property.

5.3. **Accessible Facilities**

6.3.1. Where 5 or more EVCS-installed spaces are required, at least one space must be accessible as defined by the Americans with Disabilities Act (ADA).

6.3.2. Accessible electric vehicle charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier-free accessible route of travel. It is not necessary to designate the accessible electric vehicle charging station exclusively for the use of disabled persons.

5.4. **Charging and Parking**

6.4.1. EVCS parking spaces are to be included in the calculation for both the number of minimum and maximum parking spaces required, as provided by Part III Land Development Regulations, Article VI Performance Standards, Section 49 Off Street Parking and Loading in the City of Biddeford Code of Ordinances

6.4.2. EVCS parking spaces, where provided for public use, are reserved for charging electric vehicles only.

6.4.3. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.

5.5. **Parking Restrictions**

6.5.1. No person shall stop, stand or park any non-electric vehicle in a space designated through signage as an electric vehicle charging station. Any non-electric vehicle is subject to removal by the property owner or the property owner's agent.

6.5.2. Any electric vehicle in an electric vehicle parking stall that is signed exclusively for electric vehicle charging and that is either (1) not electrically charging or (2) parked beyond the days and hours designated on regulatory signs posted at or near the space shall be subject to removal as posted by the property owner or the property owner's agent. For purposes of this subsection, "charging" means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.

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5.6. **Decommissioning**

Unless otherwise directed by City of Biddeford, within ninety (90) days of cessation of use of the EVCS, the property owner or operator shall restore the site to its original condition. Should the property owner or operator fail to complete said removal within ninety (90) days, the City Biddeford shall conduct the removal and disposal of improvements at the property owner or operator's sole cost and expense.

6. **Effectiveness, Interpretation, Severability**

7.1. This ordinance shall become effective January 1 after the date of its adoption. Applications already in review at time of adoption shall not be subjected to the above requirements.

7.2. All other portions, parts, and provisions of the Code of Ordinances of the City Biddeford as heretofore enacted and amended shall remain in force and effect.

7.3. The invalidity of any section or provision of the ordinance shall not be held to invalidate any other section or provision of this Ordinance.

7.4. If any part of this ordinance conflicts with any other applicable federal, state, or local regulation, the more restrictive regulation shall control.

7. **Enforcement**

All site plans submitted to the City for Planning Board review and permitting shall demonstrate that the provisions of this ordinance have been met. EVCS Installed chargers must be operational prior to the issuance of Occupancy Permit, and all conduit and electrical capacity for EVCS-ready installations shall be inspected prior to backfilling and landscaping.

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PLANNING BOARD STAFF REPORT

TO: Chair Plotkin and Members of the Biddeford Planning Board

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

DATE: December 10, 2025

RE: 2024.55 Final Site Plan, and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone.

MEETING DATE: December 17, 2025, at 6:00 PM

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1. DEVELOPMENT REVIEW PROJECT HISTORY:

Below is a list of the various Planning Board hearings related to this project.

Planning Board Review History - Case # 2022.02:
Sketch Plan Review - February 2, 2022
Preliminary Review Approval – November 2, 2022
*Final Plan February 15, 2023
*Note: The project received Planning Board approval but not constructed

Planning Board Review History - Case #2024.55
Sketch Plan Review: July 16, 2025
Site Walk: August 20, 2025
Sketch/Preliminary Plan Review: August 20, 2025
Preliminary Review: September 17, 2025
Final Plan Review: December 17, 2025

INTRODUCTION / PROJECT UPDATES:

This case was last before the Planning Board on September 17, 2025, when the Planning Board discussed the project and list of outstanding Staff and Peer Review comments. In general terms the Board didn't have any questions related to the proposed site / development plans. However, before the Board was comformatbe approving the project they sought clearification on whether or not the project was required to comply to the Planned Unit Development (PUD) Ordinance. Since the last hearing before the Board we asked the Seth Perruzza, City's attorney review the ordinance as it relates to the 3 Lincoln LLC. / Fathom project and the following determination was made:

"After reviewing the PUD and Sewer Connection issues internally and with City Council, we have concluded that we will not be pursuing either issue against 3 Lincoln, LLC. We are of the opinion that the PUD Ordinance should not be applied to the development due to the Planning Board's treatment of the application to this date, and due to the lack of any benefit being sought or obtained for the development that would have resulted from a PUD Application or PUD Zoning review".

Private Way: Numerous items were discussed during the site walk, but the majority of the time was spent discussing the conversion of the existing fire lane, located between the parking garage and the subject development, into a private way. The existing fire lane is only 20 feet in width and private

roadways are required to be constructed to City roadway standards which, amongst other things, requires the roadway to be a minimum of 22 feet in width (11 foot drive aisles). The proposed private roadway is to be located within the existing 30-foot wide access easement, will require the Applicant to request a waiver from the City's required 50-foot right-of-way (ROW) width, which was granted by the Board. However, direct vehicles access off the fire access lane was never contemplated in the previously approved plans. As such, the proposed private drive will need to named, as the five proposed condominium units have their access directly off it. The existing aisle was created as a fire lane for the specific purpose of providing fire department emergency access to the parking garage. The use of the fire lane has now changed, so in addition to the widening of the roadway to twenty-two feet wide, the roadway will need to be constructed to the City's private way standards. The existing fire lane was constructed with only 16" of gravel where the City's Ordinance requires it to be 22" in depth. The private way will require it to be perpetually privately maintained by the applicant, and eventually the future homeowner's association (HOA) responsibility.

In reviewing the existing Joint Development Agreement (JDA) between the City and Biddeford Riverwalk Community 1 LLC., it has been determined by Mr. Perruzza that 3 Lincoln LLC. / Fathom will need to obtain a written agreement between them and Biddeford Riverwalk Community 1 LLC., allowing the modification of the fire lane into a private way, including the proposed improvements on Lot # 2 (parking garage). A Condition of Approval (COA) related to this matter has been included.

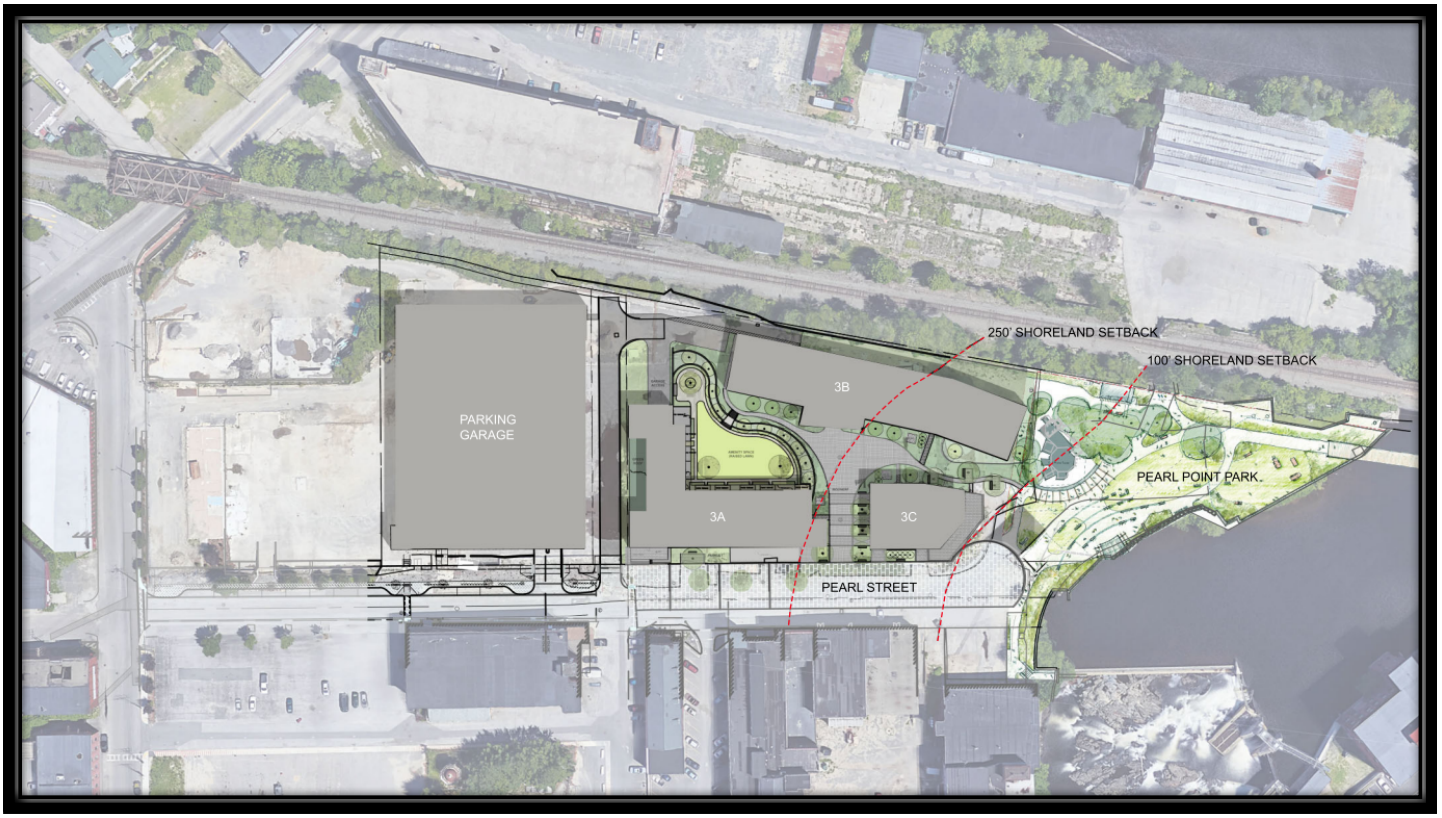
As previously discussed, the proposed private way modification will require review and re-approval by the Maine Department of Environmental Protection (MDEP). Biddeford Riverwalk Community 1 LLC. is the underlying property owner of the fire lane and access easement so the City will need to bring the proposed amendment forward to MDEP. The Applicant's Engineering Consultant, Peter Heil (Acorn Engineering) has been involved with the redevelopment of the MERC site, so a Condition of Approval (COA) has been included stating that Mr. Heil become the City's agent for processing this amendment (via a written agreement between the City and Acorn) with the Applicant being responsible for all costs associated with this amendment.

Pearl Street Pavers: The other primary topic discussed during the Site Walk was the existing decorative pavers within and immediately adjacent to the subject development. As City Staff has explained to the Applicant and the Planning Board, the construction of the proposed development will include improvements that will impact the pavers, and we further have concerns about how damaged pavers would be replaced / repaired. The concerns are further complicated as replacement pavers will likely not match the existing pavers. As a compromise, during the site walk, Mr. Demers and Mr. Chekan agreed to a compromise that would allow the Applicant's to remove the sidewalk pavers between the project site and the Pearl Street roadway during construction. The pavers will need to be carefully removed, stacked and stored on-site until being re-set. During construction, the Applicants will also be required to place metal pads over the agreed upon removed paver area, and when reconstructed (following construction is completed on buildings A & C) the applicants shall reconstruct using the previously removed pavers and reconstruct to the satisfaction of the Public Works Director and Engineering Director. Conditions of Approval (COA) have been included to satisfactorily address City Staff concerns.

2. Project History:

As the Board may recall, on February 15, 2023, the Planning Board granted approval of Case # 2022.02 Final Subdivision, Site Plan, and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone; the subdivision and redevelopment of Lot #3 of the former

MERC site. That application proposed to subdivide the former MERC site located at 3 Lincoln Street into four (4) separate lots. Lot 1 is to be located along the corner of Lincoln Street and Pearl Street and will remain undeveloped at this stage. The existing parking garage stands on the new Lot 2. Lot 3, across Pearl Street from The Lofts at Saco Falls, was going to have three (3) buildings constructed on it. Lot 4 is then closest to the Saco River and is being converted to a riverfront park by the City. Below is the approved site plan for the site.



Approved Case # 2022.02 - 3 Lincoln Street redevelopment – Lot 3 - Pearl Street

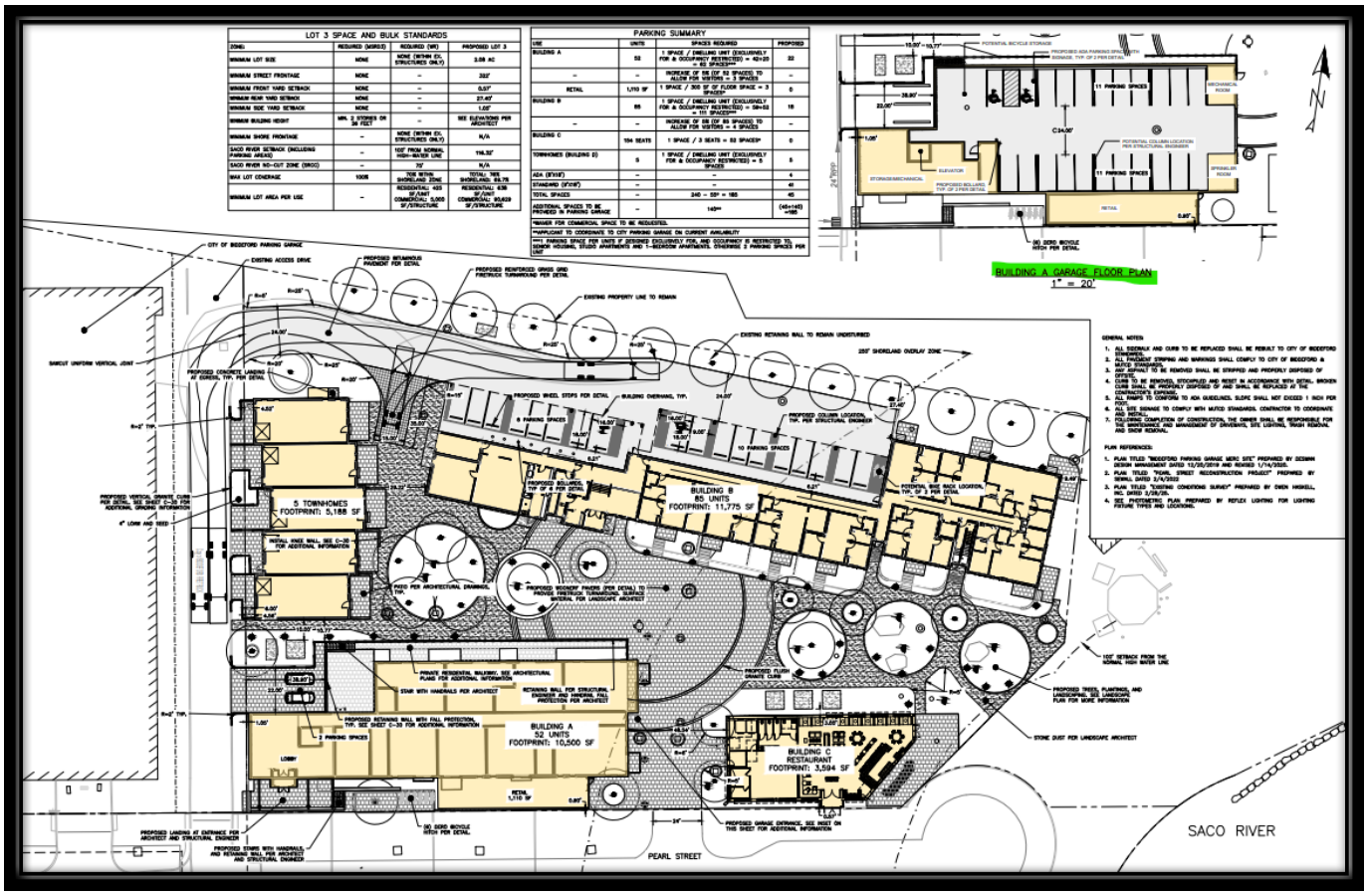
At that time the proposal included the following:

- Building A, an 85-unit mixed commercial and residential building;
- Building B, a 129-unit residential development, and;
- Building C, a commercial development with proposed restaurant use, totaling approximately 298 seats.

Although the project received Planning Board approval, it was never constructed as the developer (3 Lincoln LLC) modified the development plan, which was reviewed by the City Council. Although the revised plans are similar to the previously approved plans, it was determined by the Staff Review Committee (SRC) that the changes were significant enough to require re-review by Staff and the Planning Board. The project was assigned a new case # (2024.55) and plans were distributed to City Staff and Peer Reviewers. The new application requests Preliminary and Final approval of the project at one hearing, but staff determined that separate reviews for preliminary and final are required. This two part review is being recommended due to the need for Staff comments to be addressed prior to final review.

2024.63 Westbrook Development Corporation (WDC) & 3 Lincoln, LLC. / 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone / Minor Development Change.

Planning Board Meeting Date: June 18, 2025



Case # 2024.55 PROPOSED / REVISED SITE PLAN

This project proposes to amend the previous Major Site Plan and Subdivision Approval (2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes:

- The addition of five (5) townhomes;
- Building A from 85 residential units to up to 52 units;
- Building B from 129 residential units to up to 85 units, and;
- Building C will remain as a restaurant with approximately 154 total seats (previously 298 seats permitted).

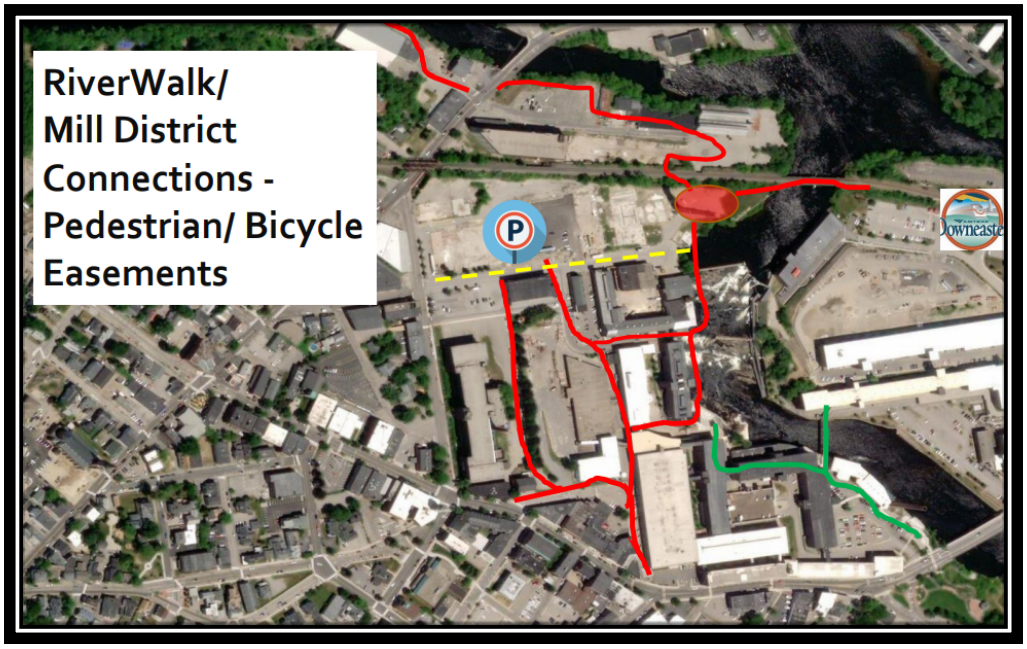
This application is considered a major subdivision and is also being reviewed as a major site plan, and is subject to local shore land zoning review, as the development site falls within 250 feet of the normal high water line of the Saco River. Aside from the City of Biddeford's local regulatory review, the project is also subject to a Maine DEP Stormwater Permit, and a Maine DOT Traffic Movement Permit (TMP).The development triggers Maine Site Law Review, for which the City of Biddeford has Municipal Capacity Authority.

This project, similar to others in the area, had been on hold until the City was able to adopt the necessary amendments to the Shoreland Zoning Ordinance which have been reviewed and

approved by the Saco River Corridor Commission (SRCC) and Maine DEP and has now also been adopted by the City. The site is located outside of the 100-year flood zone and the project is consistent in the MSRD 3 zone and triggers permits from the Saco River Corridor Commission, DEP, & MDOT. There is no 3rd party review for the traffic movement permit (TMP), this was reviewed directly by the DOT.

The Lincoln Street subdivision, which runs from Lincoln Street east to the Saco River, is proposed to be divided into four (4) lots. As the Board may recall, Lot 1 was recently subdivided into Lot 1A and Lot 1B. Lot B was further subdivided into Lots B and 1C to accommodate the two (2) 45-unit senior low/moderate income (LMI) housing for Westbrook Development Corporation. Lot 1A will remain vacant at this time but is planned for future mixed use commercial / residential development. Lot 2 contains the City's 640 stall parking garage is located; Lot 3 is seeking approval of the revised development plans.

The central courtyard is being designed to accommodate emergency vehicle access / maneuvering, and the site has travel ways existing on the south (Pearl Street) and west (former Smith Street) which can also be utilized for emergency vehicle access. All of the utilities serving the development of Lot 3 will be placed underground. The project will also include associated parking and landscaped areas which include the integration of internal sidewalks which also connect to the Riverwalk.



Development Area Located East of the City parking Garage Connecting Riverwalk Linkages

3. PROJECT DATA/INFORMATION:

1.	Applicant:	3 Lincoln, LLC 80 Exchange Street, Suite 400 Portland, ME 04101
2.	Owner of Property:	City of Biddeford

2024.63 Westbrook Development Corporation (WDC) & 3 Lincoln, LLC. / 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone / Minor Development Change.

Planning Board Meeting Date: June 18, 2025

.	Agent:	Peter Heil, P.E. Acorn Engineering 16 Middle Street, Unit 302 Portland, ME 04101
4.	Surveyor:	Owen Haskell
5.	Project Location:	3 Pearl Street
6.	Project Tax Map #/Lot #:	Tax Map 71, Lot 2
7.	Lot Size:	2.08 acres (Lot 3)
8.	Base Zoning:	MSRD-3
9.	Overlay Zoning:	WR Shoreland
10.	Existing Use:	Former MERC Site
11.	Proposed Use:	Mixed-use Residential and Commercial
12.	Approvals Required:	Major Subdivision, Major Site Plan, Shoreland Zone, Site Location (Capacity Review)
13.	Uses in the Vicinity:	City of Biddeford Downtown and Mill District, Mixed-Use
14.	Waivers Needed:	a. Commercial Space Parking Requirements b. Residential Open Space Requirements c. Private way right-of way (ROW) width from 50' to 30'. d. Pedestrian/vehicular Circulation
18.	Waivers Granted:	a. None
22.	Other Non-City Permits Required:	Maine DEP Stormwater, Maine DOT Traffic Movement Permit (TMP), SRCC
23.	LDR Attachment A: Fees Paid:	Yes
25.	**Planning Board Review History - Case # 2022.02:** Sketch Plan Review - February 2, 2022 Preliminary Review Approval – November 2, 2022 Final Plan February 15, 2023 **Planning Board Review History - Case #2024.55** Sketch Plan Review: July 16, 2025 Site Walk: August 20, 2025 Sketch/Preliminary Plan Review: August 20, 2025 Preliminary Review: September 17, 2025 Final Plan Review: December 17, 2025	

4. REVIEW PROCESS:

Per City ordinance, this application is subject to Site Plan Review (Land Development Regulations, Article XI) and Subdivision review and approval (Code of Ordinances, Chapter 66). Subdivision requires a 2-tier approval process beginning with a preliminary plan review and approval and final plan approval. The Planning Board is now considering the preliminary plan submission.

5. STAFF REVIEW:

a. **APPLICATION COMPLETENESS:** The applicant has submitted a complete application, featuring all required elements as specified under Section 66-35 (Required Information for Preliminary Plan Submissions). Although most of the major concerns of the development have/ are being addressed conceptually and on the revised plans, Staff's opinion is that the remaining elements which need to be addressed need to be addressed / resolved prior to final Planning Board final review of the project.

b. **ZONING:** The proposed uses, Commercial, Residential, and Restaurant, are permitted uses within the MSRD-3 Zone, and the proposed Waterfront Renaissance shoreland zone overlay district. Similarly, with respect to applicable dimensional requirements, the project would comply with all applicable requirements, including building height, building setback, frontage, and lot coverage requirements.

c. **REVIEW STANDARDS:** In general, staff found the application to satisfy City subdivision and site plan requirements, though as mentioned above, City Staff and our Peer Reviewers did not have time to review all of the materials in the Applicant's resubmittal (received 9-8-25). As the Board is aware, the City provided written comments to the Applicant previously and the applicant resubmitted, but Staff needs to verify that all comments were addressed and that no other outstanding items, other than the items mentioned within the report, need addressing.

i. Utility Capacity: The application includes a letter confirming adequate capacity from Maine Water Company, and the City has confirmed the development has adequate sewer capacity. Pearl Street was resurfaced, with decorative pavers, approximately 1.5 years ago by the City of Biddeford, which included as part of that work, upgrades to subsurface water, sewer, gas, electric and telephone/cable infrastructure to support development in this location.

ii. Maine DEP Stormwater Permit: As part of the permitting for the Pearl Street Garage, the City of Biddeford submitted for and had approved a Maine DEP stormwater permit, due to the amount of new impervious surface. The applicant is seeking to amend this permit to account for new development proposed on Lot 3.

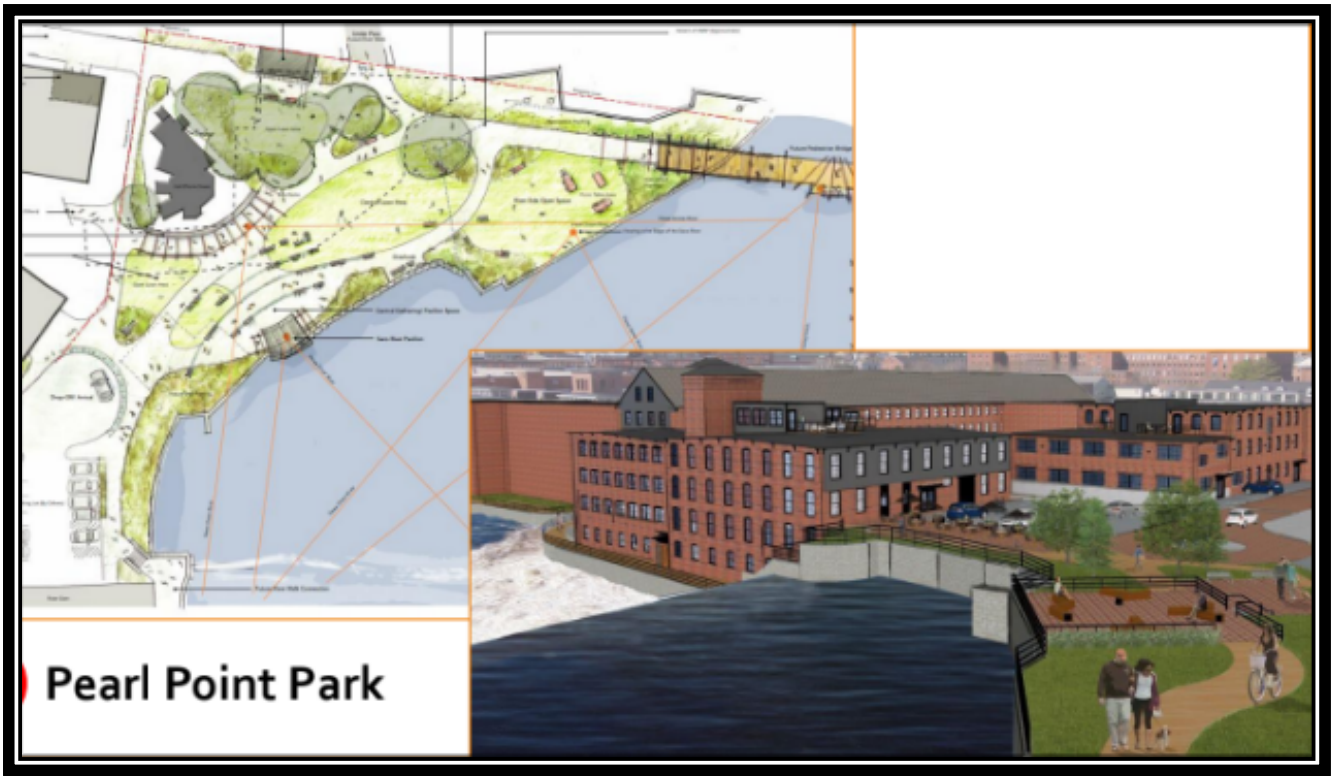
iii. Maine Site Law Review: The City of Biddeford is classified as having capacity to review projects triggering the Maine Site Location of Development Act (SLODA) in areas of the City designated for priority growth as part of the Comprehensive Plan. As clarified in a recent email by Maine DEP, capacity review authority, permits certain municipalities to review projects triggering site location reviews under their local land use regulations (i.e. site plan, subdivision, shoreland zone, etc.), without formal review by the DEP. Noting this, staff and the Planning Board will proceed in its review of this project under applicable local review standards.

iv. Traffic Movement Permit: The applicant has initiated the traffic movement permit

(TMP) process with Maine DOT and has held the required Scoping Meeting for the project, which is detailed in the submitted application. Once the Section 7 report is finalized for DOT's consideration, staff had a third-party traffic engineer review the report and provided feedback to Maine DOT to be included in the TMP.

v. Off-Street Parking Requirements: The applicant is seeking a parking waiver for the commercial space parking requirements. Justification was provided within the application, please see applicant's response to comments. It should be noted that required parking for residential uses is required to be provided on-site and required parking not being provided on site shall be accommodated within the adjacent Municipal Parking Garage. This will require the submittal of a parking agreement, for the required off-site residential parking stalls.

vi. Private Open Space: The site plan ordinance requires that 1,000 square feet of open space be set aside for each residential unit being proposed, which would amount to almost 5 acres. Staff would note that this is an urban development in the heart of downtown Biddeford, redeveloping a geographically constrained site. As part of the joint development agreement between the City and the applicant, the applicant has agreed to the establishment of a public access easement, which would allow the Riverwalk to traverse the property. Further, the development site will be proximate to the newly proposed Pearl Point Park, proposed at the end of Pearl Street, which will be directly connected to the Riverwalk Trail.



Pearl Point Park / Riverwalk connection to and through project site

6. OUTSTANDING ITEMS:

A. Private Way Maintenance Agreement: A private way perpetual maintenance agreement shall be provided for City review and approval. Following City approval, the signed agreement shall be recorded and electronic copies provided to the City's Planning and Engineering Departments, prior to the issuance of building permits for the project. A Condition of Approval has been included to address this item.

B. Stormwater Management Agreement: The Stormwwater Management for the entire MERC site was designed and installed underground, adjacent to the remaining MERC smokestack, to accommodate all the stormwater for all of the redevelopment of the former MERC site. Namely Lots 1A, 1B, 1C, Lot 2 (parking garage lot), and Lot 3 (proposed development). A shared responsibility and maintenance agreement, including proportionate cost sharing, needs to be drafted and executed prior to the issuance of any building permits. A Condition of Approval has been included to address this item.

C. Homeowner's Association Documents: Homeowner's Association Documents shall be submitted for City review and approval. A Condition of Approval has been included to address this item.

D. Traffic Movement Permit (TMP): The project requires the Maine Department of Transportation (MDOT) to issue the project a Traffic Movement Permit (TMP). The TMP can't be issued until the Applicant closes / purchases the land which is currently owned by the City. A signed and recorded TMP shall be submitted to the City's Planning and Engineering Departments prior to the issuance of a building permit for the project is issued. A Condition of Approval has been included to address this item.

E. Maine Department of Environmental Protection (MDEP) Amendment: The proposed private way modification will require review and re-approval by the Maine Department of Environmental Protection (MDEP) permit which was previously approved in the Applicant's original (approved) project. The City is the underlying property owner of the fire lane and access easement so the City will need to bring the proposed amendment forward to MDEP. The Applicant's Engineering Consultant, Peter Heil (Acorn Engineering) has been involved with the redevelopment of the MERC site, so it is Staff's recommendation that Mr. Heil become the City's agent for processing this amendment (via a written agreement between the City and Acorn) with the Applicant being responsible for all costs associated with this needed amendment. An agreement of this nature will need to be drafted by the Applicant to be signed by the City. MDEP permits shall be obtained, and copies to be provided to the City prior to the issuance of any building permits. A Condition of Approval has been included to address this item.

F. Parking Garage Lease Agreement: The proposal requires 140 parking stalls to be provided within the City's adjacent parking garage. A signed perpetual (for the life of the project) lease agreement with the parking garage operators shall be provided to the City, prior to the issuance of any occupancy permits. However, the Applicant shall provide a letter from the garage operator that the required spaces are available. A Condition of Approval has been included to address this item.

7. STAFF RECOMMENDATION:

2024.63 Westbrook Development Corporation (WDC) & 3 Lincoln, LLC. / 15 Pearl Street, Lots 1, 1B & 1C (Tax Map 71, Lot 2) in the MSRD 3 zone / Minor Development Change.

Planning Board Meeting Date: June 18, 2025

The Applicant is seeking final project approval at this time. Staff is supportive of the approval of this project with the adoption of the recommended Findings of Fact (FOF) and Conditions of Approval (COA).

SAMPLE MOTIONS:

A. *Motion to Approve: I motion to APPROVE Case # 2024.55 Final Site Plan, Subdivision and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone as presented, with the adoption of Staff's recommended Findings of Fact (FOF) and Conditions of Approval (COA).*

B. *Motion to Deny I motion to DENY Case # 2024.55 Final Site Plan, Subdivision and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone, for the following reasons:*

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

C. *Motion to Table: I motion to TABLE the Case # 2024.55 Final Site Plan, Subdivision and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone, for the following reasons:*

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

David C.M. Galbraith, City Planner / Deputy Director Planning and Development

David.Galbraith@biddefordmaine.org

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City of Biddeford Government

(207) 571-0700 • www.biddefordmaine.org

@CityofBiddeford

FINDINGS OF FACT AND CONCLUSIONS OF LAW
3 Lincoln, LLC.
3 Lincoln / Pearl Street
Final Subdivision, Planned Unit Development (PUD) and Site Plan Approval
December 17, 2025

RE: 2024.55 Final Site Plan, and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone.

FINDINGS OF FACT:

This project proposes to amend the previous Major Site Plan and Subdivision Approval (Case # 2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes:

- The addition of five (5) townhomes;
- Building A - modified from 85 residential units to up to 52 units;
- Building B – modified from 129 residential units to up to 85 units, and;
- Building C will remain as a restaurant with approximately 154 total seats (previously approved 298 seats).

Pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article XI (Site Plan Review), and Chapter 66 (Subdivisions), the Biddeford Planning Board has considered application # 2024.55 Final Site Plan, and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone. Based on its review, including supportive data, public hearing testimony and related materials contained in the record, the Planning Board makes the following Findings of Fact and Conclusions of Law:

1. PROJECT DATA/INFORMATION

1.	Applicant:	3 Lincoln, LLC 80 Exchange Street, Suite 400 Portland, ME 04101
2.	Owner of Property:	City of Biddeford
.	Agent:	Peter Heil, P.E. Acorn Engineering 16 Middle Street, Unit 302 Portland, ME 04101
4.	Surveyor:	Owen Haskell

Case # 2024.55 (Prior Case# 2022.02) Final Site Plan, and Shoreland Zoning Review for 3 Lincoln, LLC to redevelop the former MERC site at 3 Lincoln Street (Tax Map 71, Lot 2) in the MSRD-3 zone and WR Shoreland Overlay zone.

Planning Board Hearing date: December 17, 2025.

5.	Project Location:	3 Pearl Street
6.	Project Tax Map #/Lot #:	Tax Map 71, Lot 2
7.	Lot Size:	2.08 acres (Lot 3)
8.	Base Zoning:	MSRD-3
9.	Overlay Zoning:	WR Shoreland
10.	Existing Use:	Former MERC Site
11.	Proposed Use:	Mixed-use Residential and Commercial
12.	Approvals Required:	Major Subdivision, Major Site Plan, PUD, Shoreland Zone, Site Location (Capacity Review)
13.	Uses in the Vicinity:	City of Biddeford Downtown and Mill District, Mixed-Use
14.	Waivers Needed:	a. Commercial Space Parking Requirements b. Residential Open Space Requirements c. Private way right-of way (ROW) width from 50' to 30'. d. Pedestrian/vehicular Circulation
18.	Waivers Granted:	a. Commercial Space Parking Requirements b. Residential Open Space Requirements c. Private way right-of way (ROW) width from 50' to 30'. d. Pedestrian/vehicular Circulation
22.	Other Non-City Permits Required:	Maine DEP Stormwater, Maine DOT Traffic Movement Permit (TMP), Saco River Corridor Commission (SRCC)
23.	LDR Attachment A: Fees Paid:	Yes
25.	**Planning Board Review History - Case # 2022.02:** Sketch Plan Review - February 2, 2022 Preliminary Review Approval – November 2, 2022 Final Plan February 15, 2023 **Planning Board Review History - Case #2024.55** Sketch Plan Review: July 16, 2025 Site Walk: August 20, 2025 Sketch/Preliminary Plan Review: August 20, 2025 Preliminary Review: September 17, 2025 Final Plan Review: December 17, 2025	

CONCLUSIONS OF LAW:

1. The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;

2. The proposed use would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;

3. The proposed exterior lighting, where allowed, would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;

4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;

5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;

6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;

7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;

8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;

9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;

10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;

11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;

12. The design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;

13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;

14. Adequate provision has been made to control erosion or sedimentation;

15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;

16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;

17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;

18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;

19. When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.

APPROVAL GRANTED:

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the proposed project summarized within the attached Staff report and pursuant to the provisions of the City of Biddeford Code of Ordinances Land Development Regulations, Article XI (Site Plan Review), and Article VI (Performance Standards), the Biddeford Planning Board has approved the application of Final Major Subdivision and Site Plan review for a proposed and the recommended Findings of Fact (FOF) with the following Conditions of Approval (COA):

1. Standard Conditions of Approval apply.

2. Biddeford Riverwalk Community 1, LLC (Amber/TFIC), - Written Consent / Site Modifications: The Planning Board approved plans illustrate modifications to the existing lane located between the parking garage (Lot #2) and the proposed development (Lot # 3). The plans seek to modify the fire lane into a private way, with sidewalk, servicing the Lot #3 development. The construction and modifications in the Fire Lane require approval by Biddeford Riverwalk Community 1, LLC. and the City to be performed and used as a private right-of-way, as the existing Fire Lane and it's proposed right-of-way modifications are being located on Lot # 2. As such, the Applicant/Developer shall provide written authorization from Biddeford Riverwalk Community 1, LLC (Amber/TFIC), to 3 Lincoln LLC. to convert the fire lane into a private right-of-way (R.O.W.) and for the construction and modification efforts to be performed there, which shall then be submitted to the City for approval. A signed and recorded copy of this agreement shall be provided to the City prior to scheduling the required preconstruction meeting or the issuance of any building permits.

3. Conformance with Planning Board Development Plans: The project shall be constructed in conformance with the Planning Board approved development plans.

4. Modifications to Approved Development Plans: No deviations to the approved development plans shall be made without prior written authorization by the City Planner and/or Staff Review Committee (SRC). Should the Applicant desire a modification from approved plans, they shall be required to submit a formal letter requesting an amendment to the approved development plans. The narrative shall be submitted outlining the request, the reasoning for the request (justification) and shall include copies of Planning Board approved plans and the proposed modifications. Changes beyond the authority of the City Planner or of a major nature as determined by the City Planner shall be reviewed and approved by the Planning Board. It should be noted that review fees for any proposed changes may be assessed to the Applicant, for Staff or Peer Review time spent evaluating the request.

5. Letter of Credit / Performance Guarantee: A Letter of Credit or other surety acceptable to the City of Biddeford shall be submitted prior to the scheduling of the required pre-construction meeting being

scheduled. The financial guarantee shall be established for 150% of the cost of the following improvements:

a. Landscaping
b. Paving
c. Work within ROW (existing or proposed)
d. Stormwater Drainage
e. Loam & seed
f. Sediment & erosion control
g. As-Built Plans
h. Property Monuments

6. Inspection Fees: Prior to any ground disturbance, the applicant shall establish a construction inspection account equal to $5,000.00. Additional funds shall be re-deposited into this account upon notification by the Planning Department that the inspection fees have dropped below $1,200.

7. Plan Recording: The applicant shall submit approved plans for signature of the City's Planning Board, which shall be recorded in the York County Registry of Deeds. Prior to the scheduling of the required pre-construction meeting an electronic copy of the recorded plan shall be sent to the following City departments:

   A. Planning Department
   B. Engineering Department
   C. Code Enforcement Department
   D. Assessing Department.

8. Preconstruction Meeting: Prior to any ground disturbance, a pre-construction meeting with the owner/applicant, contractor, and City is required. All preconstruction documentation, including checklists, shall be submitted prior to this meeting being scheduled. Contact the Engineering Department to schedule this meeting. The applicant's engineer shall provide a detailed photolog of the Pearl Street streetscape prior to the pre-construction meeting, confirming existing conditions prior to the commencement of any land disturbance.

9. Driveway Opening Permits: Contact the Department of Public Works for driveway location permits, curb-cut permits and/or street opening permits prior to the start of construction.

10. As Built Plans Provided to the City: Prior to performance guarantee release, an as-built plan and a complete as-built checklist (per the City's Planning website) must be provided to the City of Biddeford Engineering Office at the end of the project electronically, which can be read by the City of Biddeford's Geographic Information System software. Note: Any modifications to the Planning Board approved development plans shall be reviewed and approved, by the City Planner and City Engineer, prior to being made, including any desired "field changes".

11. Erosion Control / BMP: The applicant shall incorporate appropriate erosion control measures into this project to reduce erosion effects from the work. All disturbed areas must be re-vegetated and/or otherwise stabilized at the appropriate stage of the work per Maine DEP standards in the Best Management Practice (BMP) manual.

12. Performance Standards Compliance: That the Article VI Performance Standards requirements regarding Dust, Fumes, Vapors & Gases (sect 25), Explosive Materials (sect 28), Glare (sect 37), Noise (sect 48) be followed.

13. Licensing and Permitting: 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.

14. Final Inspection and Performance Guarantee Release: At the completion of the project the owner/applicant shall request a final inspection. This request shall be directed to the Engineering Department. Performance guarantees and remaining escrow accounts shall not be released until the Planning Office certifies that the project has been completed and is in compliance with the approved plans and all applicable City Ordinances. If an individual building is requesting an Occupancy Permit while the remainder of the site is under construction, the Code Enforcement Officer may require a site safety inspection, and impose safety related conditions, prior the Occupancy Permit being issued.

15. Required Inspections:

    A. Erosion & Sediment Control Inspections
        1) Needs to be completed by a City-approved 3rd Party Inspector and paid by the Applicant via the inspection fee escrow being held by the City.
        2) Initial, monthly, and final inspections
        3) Inspection reports need to be submitted to the Engineering Department

    B. Right-of-way Inspections
        1) Needs to be completed by City Engineering Department
        2) For all public road, storm, and sewer connections

    C. Stormwater BMP Installation Inspections:
        1) Needs to be completed by the design engineer
        2) Confirming stormwater facilities installed correctly per design
        3) Inspection reports need to be submitted to the Kristie Rabasca & Engineering Department

    D. Post-construction BMP Maintenance Annual Inspections:
        1) Needs to be completed annually by the design engineer or 3rd party inspector
        2) Needs to assess the current condition of each BMP, what repairs are needed, and confirm on-going maintenance has occurred
        3) Annual inspection reports need to be submitted to the Kristie Rabasca & Engineering Department

    E. Site Punchlist Inspections:
        1) Once As-Built drawings are submitted to the Planning Department (clearly identifying what deviations and variances were installed based on the approved permit drawings), the City Engineering Department will conduct an inspection.

        2) The applicant must give proper justification for any deviations from the approved plans; the City Planner should be contacted, in writing, prior to construction of any deviation from the

approved development plans to request a de minimis change/s. Changes beyond the authority of the City Planner shall be reviewed and approved by the Planning Board.

i. Sewer Permits: Finalized and paid **prior to Building Permit Issuance**; payment coordination to go through Engineering Department.
ii. As-Built Drawings and CAD Files need to be submitted to the Planning & Engineering Departments **prior to a 'Site Punchlist Inspection' and any bond release.**
iii. York County Recorded Drawings: Applicant must submit copies of York County Registry of Deed drawings to Planning & Engineering Department **prior to Building Permit Issuance.**

16. Traffic Movement Permit (TMP): The project requires the Maine Department of Transportation (MDOT) to issue the project a Traffic Movement Permit (TMP) for the project. Prior to the scheduling of the required pre-construction meeting the Applicant shall submit a signed / executed Traffic Movement Permit (TMP) and proof of payment for the TMP.

17. Fire Department Turn-around: The proposed "reinforced grass grid fire truck turn-around" is not acceptable. This area shall be paved and shall be constructed to support 78,000 lbs. to accommodate the City's fire apparatus.

18. Private Way Maintenance Agreement: A private way perpetual maintenance agreement shall be provided for City review and approval – releasing the City from any maintenance obligations of the private way. Following City approval, the signed agreement shall be recorded and electronic copies provided to the City's Planning and Engineering Departments, prior to the issuance of building permits for the project. The City shall retain access rights over the private way for emergency access.

19. Stormwater Maintenance Agreement: The underground R-Tank stormwater management system, located adjacent to the remaining MERC smokestack, was designed to treat the entire MERC site, including Lots 1A, 1B, 1C, Lot 2 (parking garage lot), and Lot 3 (proposed development). A shared responsibility and maintenance agreement, including proportionate cost sharing, based on individual lot areas, needs to be drafted, to the City's satisfaction and executed. Copies of the signed/executed agreement shall be submitted to the Planning Department and Engineering Department prior to the issuance of any building permits. If any future sales of individual buildings and/or property occur, the stormwater maintenance agreement and proportionate shares need to be properly conveyed to the future owners/HOA.

20. Maine Department of Environmental Protection (MDEP) Amendment: The proposed private way modification requires road widening, thus requiring review and re-approval by the Maine Department of Environmental Protection (MDEP) permit which was previously approved in the Applicant's original (approved) project. The City is the underlying property owner of the fire lane and access easement so the City will need to bring the proposed amendment forward to MDEP. As agreed upon by the Applicant and the City, as the Applicant's Engineering Consultant, Peter Heil (Acorn Engineering) has been involved with the redevelopment of the MERC site, Mr. Heil / Acorn Engineering shall become the City's agent for processing this desired amendment (via a written agreement between the City and Acorn) with the Applicant being responsible for all costs associated with this needed amendment. An agreement of this nature will need to be drafted by the Applicant to be signed by the City. MDEP permits shall be obtained, and copies to be provided to the City prior to the issuance of any building permits.

21. Parking Garage Lease Agreement: The proposal requires 140 parking stalls to be provided within the City's adjacent parking garage. A signed perpetual (for the life of the project) lease agreement with the parking garage operators shall be provided to the City, prior to the issuance of any occupancy permits.

22. Courtyard and Private Way Plowing and Maintenance:

    1) Interior Courtyard:
    - **a)** The interior courtyard is being constructed with decorative pavers. The pavers shall be plowed with a rubber plow blade to prevent/limit paver damage.
    - **b)** All on-site and roadway salting shall be done with non-corrosive "safe salt" to protect the City's Pearl Street pavers. If future paver damage is experienced due to corrosive salt used by the Applicant, the City is entitled to monetary repair compensation.

    2) Private Way:
    - **a)** The private way shall be plowed, salted (when needed) and maintained in a clear and passable (free of broken / damaged pavement) by the 3 Lincoln LLC. developer / homeowner's association. As noted in 1B above, non-corrosive 'safe salt' is required to be used to protect the City's Pearl Street pavers.
    - **b)** The City shall retain our access rights over the to be named private way.

23. Construction Phasing Plan / Conditions: Prior to the scheduling of a pre-construction meeting, the Applicant shall submit a detailed construction phasing plan (materials storage, vehicle storage, temporary construction office, site access, security fencing, protective measures for Pearl Street's paving and pavers, etc.) for the review and approval of the Staff Review Committee (SRC) with ultimate authority granted to the Public Works Director. This plan shall include the following:

1) Building A and Building C: The construction of buildings A and C will require the following:

   a) The approximately 25' wide decorative paver sidewalk (from the development property line to the roadway curbline) located the length of the Pearl Street property line, shall have the decorate pavers carefully removed during the construction of Buildings A and C.
   b) The temporarily removed decorative pavers shall be carefully preserved and protected on site (Lot 3) in a "like new" manner at all times during the construction of Buildings A and C. These pavers shall be reinstalled back into preconstruction conditions prior to Occupancy Permits being issued for Buildings A and C.
   c) The Applicant shall provide a separate Performance Guarantee (PG) for 125% of the cost of reinstalling the decorative pavers, including all materials (replacement costs) and labor costs. The City reserves the right to utilize said Performance Guarantee if any pavers or fronting streetscape is damaged or not returned to their existing condition. The applicant's engineer shall provide a detailed photolog of the Pearl Street streetscape prior to the pre-construction meeting.
   d) During the construction of Buildings A and C, following the removal of the decorative pavers, protective steel plates shall be installed the length and width of the removed sidewalks.

2) Building B: Access for construction of Building B shall be limited to the proposed private way which runs parallel to the Municipal Parking Garage. Pearl Street (decorative pavers) shall not be utilized by any vehicles associated with the construction of this building (zero tolerance).

3) Condominiums (private way): Access for construction of the five (5) condominiums, shall be limited to the proposed private way which runs parallel to the Municipal Parking Garage. Pearl Street (decorative paver section) shall not be utilized by any vehicles associated with the construction of these buildings (zero tolerance).
4) Private Way: The private way / fire lane shall not be blocked off during construction and shall be maintained for emergency access.

24. Sewer Connection Fee: Sewer connection fees shall be paid prior to the issuance of Building Permits for each of the buildings listed below. Sewer permit fees shall be determined at the time of Building Permit issuance:

1) The five (5) townhomes
2) Building A - 52 units
3) Building B - 85 units, and;
4) Building C - restaurant with approximately 154 total seats

25. "Salt Management Plan" (Section 37 of development application): A "Salt Management Plan" was included in the most recently submitted development application. Staff are agreeable with the proposal and will be adding specific Conditions of Approval (COA) to address this long term maintenance. The use of non-corrosive "safe salt" must be specified in the signed Salt Management Plan. This agreement shall be memorialized within the required Homeowner's Association (HOA) documents, which need to stipulate that this condition may not be modified without City review and approval.

26. Homeowner's Association (HOA) Documents: The project requires the submittal of HOA documents which require City Solicitor review and approval. These draft documents shall be submitted prior to Final Planning Board review, and once the City approves the documents, they need to be recorded prior to scheduling a Pre-construction meeting. These documents shall include requirements such as courtyard maintenance (rubber blade plowing, safe/blue salt, private way maintenance and responsibilities, landscaping maintenance, etc.). Staff believe these documents need to be submitted for consistency with the development plans and all aspects of maintenance responsibility determined prior to final Planning Board review.

27. Parking Garage Lease Agreement: The current proposal requires 140 parking stalls to be provided within the City's adjacent parking garage. A signed perpetual (for the life of the project) lease agreement with the parking garage operators shall be provided to the City, prior to the issuance of any occupancy permits for each building. Public parking for each building shall be available, and a signed lease agreement submitted to the City prior to the issuance of an Occupancy Permit being issued for each building.

28. Public Access Agreement: As has been discussed throughout this project history and agreed upon in concept, the proposed courtyard within the development should be open to the public. As such a formal easement should be drafted and submitted for the City Attorney review and approval. The easement should formally allow "the public" to enjoy, congregate within and pass through the courtyard. A signed and recorded copy of said agreement shall be provided to the Planning, Code and Engineering Departments, prior to the issuance of the 1st Occupancy Permit being issued for the project.

_____
Alexa Plotkin
Planning Board Chair

Date:_____

UPON RECORDING RETURN TO:
CHARLIE KATZ-LEAVY, ESQ.
JENSEN BAIRD
TEN FREE STREET
PORTLAND, MAINE 04101

PEDESTRIAN ACCESS EASEMENT AGREEMENT

This PEDESTRIAN ACCESS EASEMENT AGREEMENT (the "**Easement Agreement**") is made and executed as of this ___ day of _____, 202__, by and between **3 LINCOLN, LLC,** a Maine Limited Liability Company, having a mailing address of 80 Exchange Street, Suite 400, Portland, ME 04101 ("**Grantor**") and the **CITY OF BIDDEFORD,** a body politic and corporate with a mailing address of 205 Main Street, P.O. Box 586, Biddeford, ME 04005 (the "City") ("**Grantee**"). Grantee and Grantor are collectively referred to as the "**Parties**."

WHEREAS, Grantor is the owner of record of Lot 3 on a plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acorn Engineering, Inc. and approved on July 2, 2025 (the "Plan") by deed from Grantee dated July 8, 2025 and recorded in York County Registry of Deeds Book 449, Page 41 (the "**Grantor's Property**");

WHEREAS, Grantee is the owner of record of two parcels of land located adjacent to the easterly and westerly boundaries of Grantor's Property, and being shown as Lots 2 and 4 on the Plan (the "**Grantee's Property**");

WHEREAS, Grantee desires a pedestrian only easement for access over a portion of Grantor's Property (the "**Easement Area**"); and

WHEREAS, Grantor desires to grant Grantee a pedestrian access easement over the Easement Area for such above-referenced purposes, subject to the conditions described herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Access Easement. Grantor grants to Grantee an easement for the public to enter the Easement Area for pedestrian access (ingress and egress) to and from Grantee's Property. The easement is solely for ingress and egress across certain driveways and walkways to be constructed on Lot 3. The final location of the Easement Area shall be determined by the physical location of the walkways and driveways on Grantor's Property, as installed, which shall be shown on an as-built survey to be recorded in the York County Registry of Deeds. This easement is solely for ingress and egress and does not allow for the public to congregate. This

easement shall be signed and recorded prior to issuance of a final Certificate of Occupancy for final completion of the final phase of project construction on Lot 3.

2. Rules. Grantor may promulgate reasonable rules and regulations governing the public's use of this easement, including but not limited to reasonable limitations on hours of use, restrictions on pets, and related matters.

3. Term. The easement granted hereby and all other rights and privileges granted under this Easement Agreement shall commence on the date of this Easement Agreement and shall run in perpetuity with the land.

4. Grantor's Use. Grantor, for itself, its successors and assigns, reserves the use and enjoyment of the Easement Area for all purposes that do not materially interfere with the use of the Easement Area by the Grantee for the purposes hereinabove described. Grantor shall be able to fully utilize the Easement Area for its own purposes until final completion of the final phase of project construction on Lot 3.

5. Maintenance. [OPEN ISSUE].

6. Covenants Running with the Land/Assignment. The Parties to this Easement Agreement acknowledge and agree that the easement and other rights conferred by this Easement Agreement are intended to, and do, constitute (i) easements appurtenant to the Grantee's Property, (ii) covenants that run with the land, and (iii) shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

7. Indemnity. Each party shall indemnify, defend and hold harmless the other party and its officers, directors, shareholders, members, managers, employees, agents, successors, and assigns from and against any and all losses incurred by or on behalf of any of the foregoing indemnified Parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of the indemnifying party. Notwithstanding the foregoing, no indemnity provided under this Section by a party shall extend to losses to the extent attributable to the negligence or willful misconduct of (i) the indemnifying party, (ii) the indemnifying party's employees acting within the scope of their employment, and (iii) any other person for whom or which the indemnifying party is legally liable. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their subsequent transferees, successors, and assigns.

8. Further Assurances. Grantor agrees to execute, acknowledge and deliver, as appropriate, any and all such additional instruments, necessary under this Easement Agreement and other documents and to perform such other acts as may be necessary or convenient to consummate construction, operation, and maintenance of the Project in accordance with the terms hereof.

9. Governing Law. This Easement Agreement shall be governed by the laws of the State of Maine, without giving effect to its principles of conflicts of law.

10. Modification. This Easement Agreement may be modified only upon written agreement by the Parties.

11. Integration. The foregoing constitutes the entire agreement between the Parties regarding its subject matter and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter stated in this Easement Agreement.

12. Severability. If any provision or provisions of this Easement Agreement shall be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

3 LINCOLN LLC

_____ _____

Witness By: James Brady,
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

On this ____ day of _____, 202__, before me, the undersigned notary public, personally appeared James Brady, and acknowledged the foregoing instrument to be his free act and deed in his stated capacity.

_____
Notary Public
My Commission Expires:_____

[Signature Continue on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTEE:

CITY OF BIDDEFORD

_____
Witness

By:_____
Truc Mai Nguyen-Dever,
City Manager

STATE OF MAINE
COUNTY OF _____

On this ____ day of _____, 202__, before me, the undersigned notary public, personally appeared Truc Mai Nguyen-Dever and acknowledged the foregoing instrument to be her free act and deed in her stated capacity.

_____
Notary Public
My Commission Expires:_____

ACORN ENGINEERING, INC.

David Galbraith - Acting Director of Planning & Development
City of Biddeford
205 Main Street
Biddeford, ME 04005

December 4, 2025

Subject: Comment Response Letter IV
3 Lincoln Street (Pearl Street – Lot 3) Redevelopment Amendment

David,

On behalf of 3 Lincoln, LLC, we are pleased to respond to the document regarding Pearl Street Lot #3 Development Outstanding Issues Requiring Resolution dated November 11, 2025.

1. ***Comment*** – *Covenant Regarding Future Maintenance Agreement Between 3 Lincoln, LLC ("Developer") and the City of Biddeford:*

   The most recent submittal includes the following:

> This letter shall serve as evidence of Developer's obligation to enter into a maintenance agreement for repair and maintenance of the accessway identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on a plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acorn Engineering, Inc. and approved on July 2, 2025 (the "Plan"). Developer hereby agrees to enter into such maintenance agreement following approval by the Planning Board but prior to the issuance of any Certificates of Occupancy for the project. The exact terms of the maintenance agreement shall be commercially reasonable and mutually acceptable to the Developer and the City. The agreement shall, at a minimum, require the Developer to pay its proportional share of all snow removal costs and to perform regular maintenance of the accessway to ensure that its condition remains suitable to support the project, its associated uses, and to remain in compliance with the Ordinances of the City of Biddeford. This letter also serves as confirmation that the Developer will design the accessway to include widening it to 22 feet and relocating the sidewalk to the opposite side of the accessway, as requested by the City.

   Staff believe that the terms / details of this agreement need to be worked out and entered into prior to Final Planning Board review. A private way needed to be created for the project due to 3 Lincoln LLC's / Fathoms redesign of the site, including the addition of 6 curb-cuts. The vast majority of individuals utilizing the private way will be residents of the Applicant's development, therefore, Staff are of the opinion that 3 Lincoln should be responsible for the majority of maintenance responsibilities (repair, snow removal, general maintenance, etc.). Further, these maintenance responsibilities need to address the coordination of Premium Parking's snow removal activities with Fathom's snow removal maintenance. As Fathom is aware, snow removal from the top level of the parking garage requires Premium Parking to push snow from the top level over the side of the parking garage towards the end of the proposed private drive (yet to be named).

Staff are uncomfortable moving forward until these details are worked through and a signed agreement is in place.

Response – The City and 3 Lincoln, LLC shall enter into a Road Maintenance Agreement (the "RMA") for maintenance and repair of the private way identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on a plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acorn Engineering, Inc. and approved on July 2, 2025 (the "Plan"). The parties shall execute the RMA following final approval by the Planning Board but prior to the issuance of a Certificate of Occupancy for the 85-unit residential building to be constructed on Lot 3. The RMA shall provide that the City and 3 Lincoln, LLC shall each be responsible for fifty percent (50%) of the maintenance of the private way. The finalized maintenance agreement shall be a Condition of Approval prior to issuance of a Certificate of Occupancy for the 85-unit residential building to be constructed on Lot 3 as agreed to at the meeting with the applicant and City Staff on 11/17/25. The obligations of 3 Lincoln, LLC under the RMA shall be assigned to the condominium association(s) on Lot 3.

2. ***Comment*** *- Private Way vs Fire Lane - Maine Department of Environmental Protection (MDEP) Amendment: The proposed private way modification will require review and re-approval by the Maine Department of Environmental Protection (MDEP) permit which was previously approved in the Applicant's original (approved) project. The City is the underlying property owner of the fire lane and access easement so the City will need to bring the proposed amendment forward to MDEP. The Applicant's Engineering Consultant, Peter Heil (Acorn Engineering) has been involved with the redevelopment of the MERC site, so it is Staff's recommendation that Mr. Heil become the City's agent for processing this amendment (via a signed written agreement between the City and Acorn) with the Applicant being responsible for all costs associated with this needed amendment. These agreements, and the terms of such, need to be worked out prior to Final Planning Board review.*

   Of paramount importance is determining if the above discussed modifications require any agreement amendments between the City and the operators of the Parking Garage (Premium Parking) to convert the fire lane into a private right-of-way (R.O.W.) and any related agreements between 3 Lincoln and Premium Parking.

Response – Acorn Engineering submitted a proposal on November 13, 2025 to the City for Acorn Engineering to act as the City's agent to permit the proposed private way revisions on Lot 2. Acorn Engineering is currently awaiting a signed proposal back from the City to start the MDEP permitting process. 3 Lincoln, LLC shall be responsible for the associated design and permitting fees and improvements to the private way. Final approval from MDEP shall be a Condition of Approval prior to Certificate of Occupancy.

3. ***Comment*** – Stormwater Maintenance Agreement: The most recent submittal from the Developer includes the following statement:

> This letter shall serve as evidence of Developer's obligation to enter into a stormwater maintenance agreement with the City for maintenance of the shared stormwater maintenance system located underneath Lot 4, adjacent to the project, identified on Department of Environmental Protection permits "L-10282-NJ-A-N" and "L-10282-NJ-C-A" as amended and approved on April 8, 2020 and March 28, 2023, respectively. The Agreement shall provide that, unless otherwise mutually agreed, the Developer shall be responsible for 20.15% of the maintenance costs, reflecting Lot 3's proportional contribution to pollutant levels, as determined by the pollutant ranking. Developer hereby agrees to enter into such maintenance agreement following approval of the Lot 3 project by the Planning Board but prior to the issuance of any Certificates of Occupancy for the project. The exact terms of the maintenance agreement shall be commercially reasonable and mutually acceptable to the Developer and the City.

The Stormwater Management for the entire MERC site was designed and installed underground, adjacent to the remaining MERC smokestack (Lot 4), to accommodate all the stormwater for all of the redevelopment of the former MERC site. Namely Lots 1A, 1B, 1C, Lot 2 (parking garage lot), and Lot 3 (proposed development). A shared responsibility and maintenance agreement, including proportionate cost sharing, needs to be drafted and executed prior to Final Planning Board review. Staff believe that the terms of this agreement should be worked out and agreed / signed to in advance of Final Planning Board review.

Who determined 20.15% as proposed? The lots (1, 2 and 3) are each approximately 1/3 of the overall site area. Of this lot area Lot 1 has also been divided into 3rds (approx.) so each of these lots need to contribute their proportionate share of their 1/3 of the total. The actual proportionate assessment for each of the lots needs to be determined and written into the agreement.

Response – 3 Lincoln, LLC shall enter into a Stormwater Maintenance Agreement (the "SMA") with the City. A draft of the SMA will be provided by 3 Lincoln, LLC that outlines the specific requirements and shared responsibilities of the Parties associated with the existing stormwater best management practice (BMP) system located underground on Lot 4. A final SMA signed by both Parties shall be a Condition of Approval prior to the City's issuance of a Certificate of Occupancy, which neither Party shall unreasonably withhold or delay. The actual pollutant ranking for Lot 3 is 4.92 which is approximately 20.15% of the total original approval pollutant ranking of Lots 1, 2, 3, and 4 combined, and therefore 3 Lincoln, LLC hereby agrees to pay no more than 20.15% of the total cost of the operation and maintenance of the system. The obligations of 3 Lincoln, LLC under the SMA shall be assigned to the condominium association(s) on Lot 3.

To provide clarification on how each lot's proportionate cost share is calculated to maintain the stormwater treatment/detention system on Lot 4. The proportional cost is dependent on each lot's permitted pollutant ranking as it is directly related to the load of contaminants that the treatment system will be subject to. The actual pollutant ranking for Lot 3 is 4.92 which is approximately 20.15% of the total original approval pollutant ranking of Lots 1, 2, 3, and 4 combined. Please see the Table below titled "**System Designed Pollutant Ranking Weighted Impact"** for additional information.

To provide additional context for why the pollutant rankings are relevant to this project. When Lot 2 submitted a Maine DEP Stormwater Law Permit (original permit), it was designed using the MDEP Redevelopment standards which assumed pollutant rankings for the future build out

of lots 1, 2, 3, and 4. Redevelopment standards describe how much treatment is required based on land use. For an example a high traffic road or parking lot would have a higher pollutant ranking than a walkway or landscaped area.

System Designed Pollutant Ranking Weighted Impact			
	Original Approval	**Amendment**	**% Share**
Lot 1 (original)	6.85	-	
Lots 1B/1C (WDC)	-	3.25	13.31%
Lot 1A (Fathom)	-	3.6*	14.74%
Lots 2 & 5 (City Garage)	6.47	TBD	26.49%
Lot 3 (Fathom)	8.76	4.92	20.15%
Lot 4 (City Future Park)	2.34	TBD	9.58%
Remaining allowance (City)	-	3.84	15.73%
Total	**24.42**		**100%**
***Note:** Remaining from original Lot 1 approval after WDC amendment, subject to change based on actual designs			

4. ***Comment*** – *Traffic Movement Permit (TMP): A Traffic Movement Permit (TMP) is required to be issued by the Maine Department of Transportation (MDOT). The Developer's application includes copies of the September 20, 2021 "TMP Application Requesting a Scoping Meeting" prepared by T.Y. Lin International Traffic Consultants. The scope of the project has been modified since 2021 and as such the TMP must be amended and issued. The Developer shall provide the City a copy of the executed TMP and proof of payment to MDOT. Copies of these required documents shall be provided prior to Planning Board Final Review.*

Response – We acknowledge the above comment and will provide the executed TMP prior to the Final Planning Board Meeting.

5. ***Comment*** – *"Salt Management Plan" (Section 37 of development application): A "Salt Management Plan" was included in the most recently submitted development application. Staff are agreeable with the proposal and will be adding specific Conditions of Approval (COA) to address this long term maintenance. This agreement shall be memorialized within the required Homeowner's Association (HOA) documents, which needs to stipulate that this condition may not be modified without City review and approval.*

Response – 3 Lincoln, LLC shall include an obligation to comply with the Salt Management Plan ("SMP") included in the development application in the declarations of condominium for the development of Lot 3. The obligations of 3 Lincoln, LLC under the SMP shall be assigned to the condominium association(s) on Lot 3.

6. ***Comment*** – *Homeowner's Association (HOA) Documents: The project requires the submittal of HOA documents which require City Solicitor review and approval. These documents shall be submitted prior to Final Planning Board review, and once the City approves the documents, they*

need to be recorded prior to scheduling a Pre-construction meeting. These documents shall include requirements such as courtyard maintenance (rubber blade plowing, safe/blue salt, private way maintenance and responsibilities, landscaping maintenance, etc.). Staff believe these documents need to be submitted for consistency with the development plans and all aspects of maintenance responsibility determined prior to final Planning Board review.

Response – 3 Lincoln, LLC shall submit draft condominium documents to the City prior to the Final Planning Board Meeting. The condominium documents will be recorded prior to issuance of Certificate of Occupancy. The condominium documents shall assume responsibility for the RMA, SMA, and SMP.

7. ***Comment*** – *Parking Garage Lease Agreement: The current proposal requires 140 parking stalls to be provided within the City's adjacent parking garage. A signed perpetual (for the life of the project) lease agreement with the parking garage operators shall be provided to the City, prior to the issuance of any occupancy permits. However, the Applicant shall provide a letter from the garage operator that the required spaces will be available to serve the Developer's project prior to Final Planning Board review.*

Response – 3 Lincoln, LLC has obtained and submitted a letter from the City's parking garage operator stating that there is sufficient capacity to meet the needs of the project (reference attached letter). As discussed at the meeting with City Staff on November 17, 2025, a perpetual lease will not be required due to requirements and conditions of the parking garage operator.

8. ***Comment*** – *Public Access Agreement: As has been discussed throughout this project history and agreed upon in concept, the proposed courtyard within the development should be open to the public. As such a formal easement should be drafted and submitted for the City Attorney review. The easement should formally allow "the public" to enjoy, ~~congregate~~ within and pass through the courtyard. Once City review and agreement of the proposed easement it should be recorded in the York County Registry of Deeds.*

Response – 3 Lincoln, LLC shall provide a draft public access easement to the City prior to the Final Planning Board meeting. The easement will be solely for ingress and egress across certain driveways and walkways to be constructed on Lot 3 and will not allow the public to congregate. The final easement will be signed and recorded prior to issuance of Certificate of Occupancy for the final phase of Lot 3 and final completion of project construction.

Sincerely,

Peter Heil, P.E.
Senior Project Manager,
Acorn Engineering, Inc.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

3 LINCOLN, LLC	) STORMWATER MANAGEMENT LAW
Biddeford, York County	)
3 LINCOLN STREET REDEVELOPMENT	)
L-010282-0001	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D, and Chapters 500 and 502 (06-096 C.M.R. ch.500 and 502, last amended August 12, 2015) of the Department's Regulations, the Department of Environmental Protection (Department) has considered the application of 3 LINCOLN, LLC (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-10282-05-A-N, dated December 19, 1984, the Department issued a permit to the City of Biddeford and the Maine Energy Recovery Company (MERC) which approved the construction and operation of a refuse-derived fuel solid waste disposal facility. The Department subsequently issued numerous solid waste permits including Department Order #S-10282-WG-AN-A, dated September 30, 2013, which was an amendment for the closure of the facility. The facility was subsequently demolished except that some of the building foundation were left in place and used for parking. The property has a Department-issued Commissioner's Certification of Completion of Remedial Actions Under a Voluntary Response Action Plan. Currently, there are buried and capped contaminated soils in the area adjacent to the Saco River along with an existing rail line that crosses over the parcel.

The City of Biddeford, as part of its redevelopment master plan, split the 7.28-acre parcel into two lots (Lot One and Lot Two). The proposed redevelopment was subject to review pursuant to 38 M.R.S. §§ 481 – 490, the Site Location of Development Law (Site Law), because the redeveloped site resulted in greater than three acres of stripped, graded, and non-revegetated area. The City of Biddeford has municipal capacity to review Site Law sized projects pursuant to 38 M.R.S. § 488(19); therefore, the proposed redevelopment project was exempt from Department review under the Site Law.

In Department Order #L-10282-NJ-A-N, dated April 8, 2020, the Department approved a stormwater management system for a redevelopment project consisting of a 44,895-square foot parking garage and a fire lane on Lot Two, and another fire lane and areas to be converted to lawn on Lot One. The approved stormwater management system consisted of a subsurface sand filter with R-Tanks located at the base of the smokestack with the attached cellular tower equipment that was to remain at the site. The project is located on the northeast corner of the intersection of Lincoln Street and Pearl Street in the City of Biddeford.

In Department Order #L-10282-NJ-B-M, dated January 5, 2021, the Department approved the relocation of portions of the subsurface sand filter and R-Tanks due to conflicts with subsurface communication lines, communication manholes, and subsurface concrete-encased electric lines where the subsurface sand filter and R-Tanks were previously designed to be located.

In Department Order #L-10282-NJ-C-A, dated March 28, 2023, the Department approved an application from 3 Lincoln, LLC to redevelop Lot Three, which was subdivided as the third lot from the original 7.28-acre parcel. Redevelopment of Lot Three included the construction of three buildings: Building A, an 85-unit, 17,802-square foot, residential/mixed use structure to be built over a new parking area; Building B, a 129-unit, 17,337-square foot, residential building; and Building C, a 5,520-square foot commercial/restaurant building. With associated access drives and sidewalks in addition to the buildings, the development on Lot Three resulted in 2.08 acres of new redeveloped area, of which 1.44 acres would be impervious area, that would be served by the existing stormwater management system. The approved redevelopment of Lot Three did not occur.

B. Summary: The applicant proposes to redevelop Lot Three with four buildings: Building A, a 52-unit, 10,500-square foot residential/mixed use structure to be built over a new parking area; Building B, an 85-unit, 11,775-square foot, residential building; Building C, a 3,594 square foot commercial/restaurant building; and five townhomes with a total footprint of 5,188 square feet. Together with access drives and sidewalks, the overall development on Lot Three will result in 2.07 acres of new redeveloped area, of which 1.58 acres will be new impervious area. Stormwater runoff from the redevelopment will be directed to the existing stormwater management system that serves the overall parcel. The project is shown on a set of plans titled "Pearl Street (Lot 3) Redevelopment," prepared by Acorn Engineering, Inc., and dated June 11, 2025. The project site is located off Pearl Street, in the City of Biddeford.

C. Current Use of the Site: The project site has been redeveloped. The original MERC facility has been demolished and a parking garage has been built on Lot Two. Portions of the site have been stabilized as lawn until redevelopment plans receive Department and City approvals.

2. STORMWATER STANDARDS:

The proposed project includes approximately 2.07 acres of new redeveloped area of which 1.58 acres is new impervious area. It lies within the watershed of the Saco River. The applicant submitted a stormwater management plan based on the Basic and General Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of an existing subsurface sand filter with R-Tanks.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system.

Prior to occupancy of the new buildings, the applicant must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the stormwater control structures to the BLR. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(B), provided that the applicant submits a copy of an executed long-term maintenance contract for the on-going maintenance of the stormwater control structures as described above, and provided that storm sewer grit and sediment materials are disposed of in compliance with the Maine Solid Waste Management Rules.

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. The applicants are using treatment requirements for a redevelopment project as allowed under Chapter 500, § 4(C)(2)(d). The applicants calculated the existing and proposed pollutant impact rating using Table 2 in Chapter 500 and based on these calculations determined using Table 3 in Chapter 500 determined that a minimum of 50% of the developed area must be treated. The applicant proposes to treat runoff from 65% of the new redeveloped area on Lot Three.

The stormwater management system proposed by the applicants was reviewed by, and revised in response to comments from the BLR. After a final review, the BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards.

Based on the stormwater system's design and the BLR's review, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the General Standards in Chapter 500, § 4(C)(2)(d).

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic and General Standards.

The Department further finds that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapters 500 of the Department's Regulations:

A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided that the applicant submits a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the stormwater control structures, and provided that all storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities is disposed of in compliance with the Maine Solid Waste Management Rules.

B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards.

C. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

THEREFORE, the Department APPROVES the above noted application of 3 LINCOLN, LLC to redevelop Lot Three as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this order, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. The applicant shall submit a copy of an executed long-term maintenance contract for the on-going maintenance of the subsurface sand filter and R-Tanks to the BLR prior to occupancy of the new buildings.

5. Storm sewer grit and sediment materials removed from stormwater control structures shall be disposed of in compliance with the Maine Solid Waste Management Rules.

6. All other Findings of Fact, Conclusions, and Conditions remain as approved in Department Order #L-10282-NJ-A-N, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 24TH DAY OF NOVEMBER, 2025.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:_____
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

SLS/L010282-0001

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

(6) Certification. Contracts must specify that “all work is to comply with the conditions of the Stormwater Permit.” Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

November 16, 2005 (revised August 15, 2015)

DEP INFORMATION SHEET

Appeals to the Board of Environmental Protection

Date: November 2024 Contact: Clerk.BEP@maine.gov or (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of: (1) a final license decision made by the Commissioner of the Department of Environmental Protection ("DEP"); or (2) an insurance claim-related decision ("Clean-up and Response Fund decision") made by the Commissioner or the Office of State Fire Marshal pursuant to 38 M.R.S. § 568-A.

Except as explained below, there are two methods available to an aggrieved person seeking to appeal a license decision made by the Commissioner or a Clean-up and Response Fund decision: (1) an administrative appeal before the Board of Environmental Protection ("Board"); or (2) a judicial appeal before Maine's Superior Court. An aggrieved person seeking review of a license decision or Clean-up and Response Fund decision made by the Board may seek judicial review in Maine's Superior Court.

An appeal of a license decision made by the DEP Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)), a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)), or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review the applicable rules and statutes, including the DEP's Chapter 2 rule, *Processing of Applications and Other Administrative Matters* (06-096 C.M.R. ch. 2); Organization and Powers, 38 M.R.S. §§ 341-D(4) and 346; and the Maine Administrative Procedure Act, 5 M.R.S. § 11001.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Within 30 calendar days of the date of: (1) a final license decision of the Commissioner; or (2) a Clean-up and Response Fund decision, an aggrieved person may appeal to the Board for review of that decision. "Aggrieved person" means any person whom the Board determines may suffer a particularized injury as a result of a Commissioner's license decision or a Clean-up and Response Fund decision. A complete appeal must be received by the Board no later than 5:00 p.m. on the 30th calendar day of the decision being appealed. With limited exception, untimely appeals will be dismissed.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail (e-mail) and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
Clerk.BEP@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee, if the appellant is not the licensee; and (3) if a hearing was held on the application, any intervenors in that hearing proceeding. For appeals of Clean-up and Response Fund decisions made by the State Fire Marshal, the appellant must also send a copy of the appeal to the State Fire Marshal. **Please contact the Board Clerk at clerk.bep@maine.gov or DEP staff at 207-287-7688 with questions or for contact information regarding a specific license or Clean-up and Response Fund decision.**

REQUIRED APPEAL CONTENTS

A written appeal must contain the information specified in Chapter 2, section 23(B) or section 24(B), as applicable, at the time the appeal is submitted. **Please carefully review these sections of Chapter 2**, which is available online at https://www.maine.gov/sos/cec/rules/06/chaps06.htm, or contact the Board Clerk to obtain a copy of the rule. Failure to comply with the content of appeal requirements may result in the appeal being dismissed pursuant to Chapter 2, section 23(C) or section 24(C).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with the administrative record.* Generally, the record on which the Board decides an appeal is limited to the record prepared by the agency in its review of the application, any supplemental evidence admitted to the record by the Board Chair and, if a hearing is held on the appeal, additional evidence admitted during the hearing. A person who seeks to appeal a decision to the Board is encouraged to contact the DEP (or State Fire Marshal for Clean-up and Response Fund decisions made by that agency) to inspect the record before filing an appeal.

2. *Be familiar with the applicable rules and laws.* An appellant is required to identify the licensing criterion or standard the appellant believes was not satisfied in issuing the decision, the bases of the objections or challenges, and the remedy sought. Prior to filing an appeal, review the decision being appealed to identify the rules and laws that are applicable to the decision. An appellant may contact the DEP or Board staff with any questions regarding the applicable rules and laws or the appeal procedure generally.

3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a separate stay of the decision is requested and granted (*see* Chapter 2, section 23(M)), the licensee may proceed with an approved project pending the outcome of the appeal. Any activity initiated in accordance with the approved license during the pendency of the appeal comes with the risk of not knowing the outcome of the appeal, including the possibility that the decision may be reversed or modified by the Board.

4. *Alternative dispute resolution.* If the appeal participants agree to use mediation or another form of alternative dispute resolution ("ADR") to resolve the appeal and so notify the Board, the Board will not hear the matter until the conclusion of that effort, provided the participants engaged in the alternative dispute resolution demonstrate satisfactory progress toward resolving the issues. *See* Chapter 2, section 23(H) or contact the Board Executive Analyst (contact information below) for more information on the ADR provision.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of each appeal and develop a service list of appeal participants and any interested persons for use in the appeal proceeding. Electronic mail (e-mail) is the preferred method of communication during an appeal proceeding; however, the Board reserves the right to require paper copies of all filings. Once the Board Chair rules on the admissibility of all proposed supplemental evidence, the licensee (if the licensee is not the appellant) may respond to the merits of the appeal. Instructions specific to each appeal will be provided in correspondence from the Board Executive Analyst or Board Chair. Generally, once all filings in an appeal proceeding are complete, the DEP staff will assemble a packet of materials for the Board (Board packet), including a staff recommendation in the form of a proposed Board Order. Once available, appeal participants will receive a copy of the Board packet and an agenda with the meeting location and start time. Once finalized, the meeting agenda will be posted on the Board's webpage https://www.maine.gov/dep/bep/index.html. Appeals will be considered based on the administrative record on appeal and oral argument at a regular meeting of the Board. *See* Chapter 2, Section 23(I). The Board may affirm all or part of the decision under appeal; affirm all or part of the decision under appeal with modifications, or new or additional conditions; order a hearing to be held as expeditiously as possible; reverse the decision under appeal; or remand the decision to the Commissioner or State Fire Marshal, as applicable, for further proceedings.

II. JUDICIAL APPEALS

The filing of an appeal with the Board is not a prerequisite for the filing of a judicial appeal. Maine law generally allows aggrieved persons to appeal final license decisions to Maine's Superior Court (*see* 38 M.R.S. § 346(1); Chapter 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A judicial appeal by a party to the underlying proceeding must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other aggrieved person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. *See* 38 M.R.S. § 346(4), the Maine Administrative Procedure Act, statutes governing a particular license decision, and the Maine Rules of Civil Procedure for substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal procedure, for administrative appeals contact the Board Clerk at clerk.bep@maine.gov or 207-287-2811 or the Board Executive Analyst at bill.hinkel@maine.gov or 207-314-1458, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and rule provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal, and to comply with notice requirements of the Maine Administrative Procedure Act, 5 M.R.S. § 9061. This information sheet is not intended to supplant the parties' obligations to review and comply with all statutes and rules applicable to an appeal and insofar as there is any inconsistency between the information in this document and the applicable statutes and rules, the relevant statutes and rules apply.

To Whom It May Concern,

I have spoken with Marieke Thormann from 3 Lincoln LLC about creating a business account for assigning monthly parking subscriptions to tenants at 3 Lincoln Street, Lot 3 Biddeford, Maine.

This official notice is confirming Premium Parking location of P4301- 15 Pearl Street Garage to be used for up to approximately 140 parking spaces for residents of these buildings. This parking location has adequate capacity to accommodate these needs. A representative from 3 Lincoln St will manage the business account and be able to assign monthly parking subscriptions to their tenants via the Premium Parking website.

If you have any further questions please feel free to contact me at mmiller@premiumparking.com.

Matthew Miller

Account Manager - Premium Parking

EASEMENT AND ROAD MAINTENANCE AGREEMENT

This Easement and Road Maintenance Agreement is made this ___ day of _____, 2025 by and between the **CITY OF BIDDEFORD,** a body politic and corporate with a mailing address of 205 Main Street, P.O. Box 586, Biddeford, ME 04005 (the "City"), and **3 LINCOLN, LLC,** a Maine Limited Liability Company, having a mailing address of 80 Exchange Street, Suite 400, Portland, ME 04101 (the "Developer", and collectively with the City, the "Parties").

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RECITALS

A. Developer purchased Lot 3 on a plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acorn Engineering, Inc. and approved on July 2, 2025 (the "Plan") by deed from the City dated July 8, 2025 and recorded in York County Registry of Deeds Book 449, Page 41.

B. The Developer intends to develop Lot 3, including but not limited to construction of an 85-unit residential building.

C. The City owns Lot 2 on the Plan, which is improved with a parking garage.

D. There is a private way located on Lot 2 and identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on the Plan (the "Private Way").

E. The City and Developer wish to enter into this Agreement for easements, maintenance and repair of the private way located on Lot 2 and identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on the Plan (the "Private Way").

NOW THEREFORE, for good and valuable consideration given and received, the Parties hereby agree as follows:

1. The City grants to Developer easements for access, including pedestrian and vehicular ingress and egress, and for all utilities, on, over, and under the Private Way situated on Lot 2.

2. The City and Developer shall each be responsible for fifty percent (50%) of the maintenance and repair of the Private Way.

3. The City and Developer shall meet annually to mutually determine the maintenance and repair of the Private Way. The date of the annual meeting shall be mutually agreed upon by the Parties. At least 30 days prior to each annual meeting, the Parties shall inspect the improvements, report on their condition, and recommend the annual budget for the ensuing calendar year. The Parties may delegate authority to act on their behalf to any

tenant, management agent, or third party representative so designated in writing. Any and all decisions with respect to the nature and extent of the work to be done, the individual or entity to be employed, the total amount of money to be expended, or any and all other matters or questions, shall be made and decided by the Parties by unanimous decision. Each of the parties hereto, their successors and assigns, shall be entitled to one vote. If a dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve it informally. If they cannot reach agreement, the Parties agree to submit the dispute to non-binding mediation.

4. Assessments shall be apportioned equally between the City and Developer. All assessment payments shall be made within thirty (30) days after receipt of invoice. The party responsible for performing the maintenance and repair shall collect assessments, hold all collected funds, and make disbursements consistent with the annual budget. The Parties shall keep financial records and shall provide a financial report at each annual meeting. If collection remedies are utilized for failure to pay an assessment, the nonpaying party shall be responsible for the payment of all costs of collection, including reasonable attorney's fees.

5. This Agreement shall run with Lot 2 and Lot 3, and shall be binding on the City and Developer, and their respective successors and assigns.

6. This Agreement shall be referenced in any homeowner association governing documents in connection with the development of Lot 2 or Lot 3.

7. Amendments to this Agreement may be made only by a unanimous written agreement of the Parties recorded in the York County Registry of Deeds.

8. This Agreement represents the entire agreement of the Parties and may not be amended or changed unless in writing executed by both Parties. If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions.

9. Notice Addresses of the Parties:

    a. 3 Lincoln LLC
    80 Exchange Street, Suite 400
    Portland, ME 04101

    with copies to:

    Jensen Baird Gardner & Henry
    Attn: Charles Katz-Leavy, Esq.
    10 Free Street, P.O. Box 4510

Portland, ME 04112

b. City of Biddeford
Attn: Truc Mai-Nguyen-Dever, City Manager
205 Main Street, P.O. Box 586
Biddeford, ME 04005

with copies to:

Woodman & Edmands
Attn: Seth Perruzza, Esq.
234 Main Street
Biddeford, ME 04005

Dated as of this _____day of _____, 2025.

CITY OF BIDDEFORD

_____
By: Truc Mai Nguyen-Dever, City Manager

3 LINCOLN LLC

_____
By: James Brady, Its Manager

STATE OF MAINE
COUNTY OF _____, ss _____, 202_

Personally appeared the above name _____, _____ of _____ and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of _____.

Before me,

_____
Notary Public

_____
(Print Name and Affix Seal)

MAINTENANCE AGREEMENT FOR
STORMWATER MANAGEMENT FACILITIES

This MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES is made this ____ day of December, 2025 by and between **3 LINCOLN LLC,** a Maine limited liability company with a principal place of business at 80 Exchange Street, Suite 400, Portland, Maine 04101 (the "Applicant") and the **CITY OF BIDDEFORD**, a Maine municipality and body corporate, whose mailing address is P.O. Box 586, 205 Main Street, Biddeford, ME 04005 (the "City").

W I T N E S S E T H:

WHEREAS, the project name is "**Pearl Street (Lot 3) Redevelopment** (the "Project"); and

WHEREAS, the location of the Project is at 3 Lincoln Street, Biddeford, Maine; and

WHEREAS, the Project consists of Tax Map 71, Lot 2; and

WHEREAS, the Project is shown on a subdivision plan titled "Pearl Street (Lot 3) Redevelopment, Peal Street, Biddeford, Maine," made for owner of record 3 Lincoln LLC by Acorn Engineering, Inc., dated August 2025, as amended, and recorded or to be recorded in the York County Registry of Deeds; and

WHEREAS, the Applicant and the City entered into a Master Plan Development Agreement dated November 17, 2020 as amended by that certain Amendment to Master Plan Development Agreement dated December, 2023 and further amended by that Second Amendment to Master Plan Development Agreement dated July 20, 2025 (the "Agreement"); and

WHEREAS, pursuant to the Agreement and in support of the joint development objectives set forth therein, the Applicant purchased Lot 1A and Lot 3 and is currently seeking final project approval for the redevelopment of Lot 3; and

WHEREAS, the approval of the Project includes Stormwater Management Facilities which require periodic maintenance; and

WHEREAS, there exists a shared stormwater maintenance system located underneath Lot 4, adjacent to the Project, identified on Department of Environmental Protection permits "L-10282-NJ-A-N", "L-10282-NJ-C-A", and "L-010282-0001" as amended and approved on April 8, 2020, March 28, 2023, and November 24, 2025, respectively (the "Stormwater Management Facilities"); and

WHEREAS, in consideration of the approval of the Project the City requires that periodic maintenance be performed on the Stormwater Management Facilities.

NOW, THEREFORE, in consideration of the mutual benefits accruing from the approval of the Project by the City, and the agreement of Applicant and the City to jointly maintain the Stormwater Management Facilities, the parties hereby agree as follows:

1. Both the Applicant and the City, as well as their successors and assigns, jointly agree to the following:

(a) To inspect, clean, maintain, and repair the Stormwater Management Facilities, which includes, to the extent they exist, parking areas, catch basins, detention basins or wet ponds, drainage swales, pipes and related structures, at least annually, to prevent the build-up and storage of sediment and debris in the system;

(b) To repair any deficiencies in the Stormwater Management Facilities noted during the annual inspection;

(c) To provide a summary report on the inspection, maintenance, and repair activities performed annually on the Stormwater Management Facilities to the City Code Enforcement Officer;

(d) To allow access by City or Applicant's personnel or their designee for inspecting the Stormwater Management Facilities for conformance with these requirements.

(e) If lots or units will be sold separately, to create an association of a Homeowner Association (the "Association") for the purpose of maintaining the Stormwater Management Facilities.

(f) Applicant shall be responsible for 20.15% of the maintenance costs, reflecting Lot 3's proportional contribution to pollutant levels, as determined by pollutant ranking, reflecting the same.

2. Upon creation of the Association, the Association shall become responsible for compliance with the terms of this Agreement as though it were the Applicant.

3. This Agreement shall constitute a covenant running with the land, and Applicant shall reference this Agreement in all deeds conveying any interest in real estate within the Project.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, 3 Lincoln LLC has caused this instrument to be signed and sealed in its corporate name by James Brady, its Manager, thereunto duly authorized this ___ day of December, 2025.

3 LINCOLN LLC
a Maine Limited Liability Company

_____
Witness:

By:_____
James Brady
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. December ____, 2025

Then personally before me appeared the above named James Brady, Manager of 3 Lincoln LLC., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of 3 Lincoln LLC.

_____
Notary Public | Maine Attorney at Law
Name:
Commission Expiration:

IN WITNESS WHEREOF, the City of Biddeford, has caused this instrument to be signed and sealed in its name by _____, its _____, thereunto duly authorized this day of _____, 2025.

CITY OF BIDDEFORD

_____
Witness

By: _____
Name: Truc Mai Nguyen-Dever
Title: City Manager

STATE OF MAINE
COUNTY OF _____, ss. _____, 2025

Then personally appeared before me the above-named _____, _____ of the City of Biddeford and acknowledged the foregoing instrument to be her/his free act and deed, and the free act and deed of the City of Biddeford.

_____
Notary Public | Maine Attorney at Law
Name:
Commission Expiration:

AFTER RECORDING RETURN TO:
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

DECLARATION OF CONDOMINIUM
OF
THE ORREN CONDOMINIUM

Biddeford, Maine

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THE ORREN CONDOMINIUM
Biddeford, Maine

DECLARATION OF CONDOMINIUM

Pearl Point 3B, LLC, a Maine limited liability company with a mailing address of _____, Portland, ME 04101 (hereinafter with its successors and assigns, referred to as the "Declarant"), being the owner of that certain real property located in Biddeford, York County, Maine, as more fully described hereinafter, by duly executing and recording this Declaration, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, excepting and reserving such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property" or "Condominium Property"), to the provisions of Title 33 Maine Revised Statutes, Chapter 31, §§ 1601-101, et seq., as now and as may be hereinafter amended and does hereby declare and create, with respect to the Property, a condominium governed by and subject to the provisions of the Condominium Act. To that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium; Defined Terms.**

1.1 Name. The name of the condominium created shall be THE ORREN CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

1.2 Defined Terms. Capitalized terms used herein, if not defined herein, shall have the meanings defined in the Condominium Act or in the Association's By-Laws.

A. *"Act" or "Condominium Act"* means the Maine Condominium Act, Title 33 Maine Revised Statutes, Chapter 31, §§ 1601-101, et seq., as now and as may be hereinafter amended.

B. "*Association*" means the The Orren Condominium Association, a Maine non-profit corporation, and any successor or assign as the corporate entity responsible for the operation of the Condominium pursuant to the Declaration.

C. "*Board of Directors" or "Board*" means the board of directors of the Association, which shall be the body responsible for the management and operation of the Association.

D. "*Common Expenses*" means the expenses lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Condominium Documents and those expenses required to be paid by the Association under the Master Declaration, all as further set forth in Article 18 below.

E. "*Common Expense Liability*" means the allocation to each Unit of the respective liability for Common Expenses as set forth in Article 8 below.

F. "*Condominium*" means the condominium created under and pursuant to this Declaration.

G. "*Limited Common Expenses*" means the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed against the Unit or Units to which that Limited Common Element is assigned.

H. "*Condominium Documents*" mean this Declaration, the Plat and Plan, the Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations adopted by the Board of Directors and all amendments thereto.

I. "*Eligible Mortgage Holder*" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (1) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

J. *"Master Declaration"* shall mean the Declaration of Condominium of Pearl Point Master Condominium recorded in the York County Registry of Deeds in Book ____, Page ____.

K. *"Master Association"* shall mean the Pearl Point Master Condominium Association, which shall be the Association governing the Pearl Point Condominium.

L. "*Occupant*" shall mean any Person staying overnight in a Unit, regardless of whether such person is a tenant or the Owner of such Unit.

M. "*Owner" or "Unit Owner*" means the recorded titleholder of a Unit, but shall not include a Person who is only a mortgagee.

N. "*Permittee*" means any Occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of an Owner, Occupant or Declarant.

O. "*Person*" means any individual, corporation, firm association, partnership, trust or other legal entity.

P. "*Unit*" means that portion of the Condominium intended for separate ownership and use and shall include the undivided ownership of the Common Elements assigned to such Unit by this Declaration.

2. **Organization of Owners; Control of Board.** The organization through which the Unit Owners will manage and regulate the Condominium is THE ORREN CONDOMINIUM ASSOCIATION, a Maine non-profit corporation, governed by By-Laws of even date and recorded herewith (hereinafter sometimes referred to as the "Association" and the "By-Laws," respectively). Said By-Laws are attached hereto as Exhibit "E" and incorporated herein by reference. Said By-Laws establish an association of which all Owners shall be members and in which such Owners shall have a membership interest for voting, assessment, and all other purposes in proportion to the percentage of Allocated Interest in the Common Elements to which they are entitled hereunder, pursuant to and in accordance with the provisions of the Condominium Act.

The Declarant hereby reserves the right to control the Board of Directors of the Association for a period of time, as follows: during the period from the date of the first conveyance of a Unit to a third party other than a successor Declarant until 60 days after the conveyance to third-party purchasers by the Declarant or successor Declarant of seventy-five percent (75%) of the Units that Declarant or successor Declarant is allowed to create pursuant to its reserved development rights, or if sooner, seven (7) years from the date of the first conveyance of a Unit to a third party other than the Declarant (the "Transition Date"). Until the Transition Date, there shall be three (3) Board Members so appointed by the Declarant, its successors and assigns. Upon any vacancy existing in such Board, its or their successor(s) prior to the Transition Date shall be appointed solely by the Declarant, its successor and assigns. On or before the Transition Date, a special meeting of the Unit Owners shall be held for the purpose of electing five (5) Board Members, all as more specifically set forth in the By-Laws.

3. **Description of the Condominium Property; Plats and Plans.** The Condominium Property comprising the Condominium (the "Condominium Property") is Unit B of the Pearl Point Master Condominium dated _____ and recorded in the York County Registry of Deeds in Book ____, Page ____, together with its associated rights in the common elements and limited common elements, situated in Biddeford, York County, Maine, being described on **Exhibit A** attached hereto. The Condominium Property is subject to such rights, easements, restrictions and encumbrances recited in **Exhibit A**; and the rights and easements established herein. The Condominium Property is additionally subject to such rights, interests and easements as have been herein reserved to the Declarant, INCLUDING WITHOUT LIMITATION DECLARANT'S DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS, all of which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns.

The Condominium is comprised of the Condominium Property and includes eighty-five (85) residential units (the "Units"), located in one building, all 85 of which units hereby are created.

Recorded herewith is a certain site plan or plat (the "Plat" or "Site Plan"), entitled _____, prepared by _____, last revised _____, 2025 depicting the Condominium Property and the location and dimension of the improvements thereon. Also recorded herewith are certain plans (the "Plans" or "Floor Plans") entitled _____, prepared by _____, depicting the Units, their designated Unit numbers, horizontal Unit boundaries with reference to established datum, the location and dimensions of vertical Unit boundaries, Common Elements, certain Limited Common Elements appurtenant to certain Units (such as terraces, patios, balconies, and storage closets).

4. **Description of the Building**. As described above, the Condominium consists of eight-five (85) Units in one, five-story, mid-rise building set upon a poured concrete foundation (the "Building"). The Units are listed on **Exhibit B** attached hereto, along with each Unit's appurtenant undivided percentage interest ("Allocated Interest") in the Common Elements of the Condominium. The first floor of the Building shall contain Units, lobby area with elevator lobby, mail room, trash room, storage areas, mechanical and utility room, bike storage room, and

other amenities, all as shown on the Floor Plans. The upper floors shall contain Units, elevator lobbies, stairwell entrances, and limited common element decks and terraces. Along the exterior of the Building there shall be walkways, covered parking spaces, a courtyard and limited common element patios adjacent to the first floor level of the Building.

5. **Descriptions of the Units and Their Boundaries**. Units in the Condominium are defined as those physical portions of the Condominium designated for separate ownership hereunder, or in any amendment hereto. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated:

5.1 Boundaries of Units. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area of each Unit shall be shown on the Plat and/or Plans of the Condominium Property as amended from time to time. Any internal room configuration shown on any Plans is illustrative only and is not binding on an owner except that the structural support of the Building must be preserved.

A. *Unit Boundaries*.

(1) Horizontal Boundaries: The upper and lower boundaries of Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) *Upper Boundary*: The upper boundary of each Unit is the plane of the underside of the ceiling joists or bottom members of trusses or, if there are no ceiling joists or trusses, such plane as would exist if joists or trusses were installed directly above the studs in the perimeter walls, the Unit to include the finish ceiling material attached to the underside of the ceiling joists.

(b) *Lower Boundary*: The lower boundary of each Unit is the horizontal plane of the top surface of the subfloor or, if there is no subfloor, then the plane of the upper side of the floor joists or the concrete slab, as applicable, the Unit to include the finish floor material attached to the upper side of the subfloor, floor joists or concrete slab, as applicable.

(2) Vertical Boundaries: The vertical boundaries of each Unit shall be the planes formed by the interior surfaces (closest to the interior of the Unit) of the studs located in the perimeter walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, the Unit to include the drywall and finish wall material.

C. *Boundaries Generally*.

(1) A Unit generally does not include the exterior walls, the roof, rafters, studs and other structural components of load-bearing walls, insulation, foundation walls and footings, land, and related components if any, the windows and exterior doors, their glass, frames, sills, flashing, thresholds, storm doors, and skylights, if any, and any pipes, wires, conduits, meters, flues, ducts, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements.

(2) If walls and floors or ceilings are designated as boundaries of a Unit, all

lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, with all other portions of the walls, floors or ceilings being a part of the Common Elements.

(3) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element (as herein defined) allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements (as herein defined).

(4) Subject to the provisions of sub-section (C)(1) and (3) of this Section 5.1, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit, The Unit includes all appliances exclusively servicing the Unit, even if located partially or wholly outside the boundaries of the Unit.

5.2. Alteration of Units. The Units may not be subdivided. Unit owners, including Declarant, may alter and/or combine Units, and/or relocate the boundaries between adjoining Units, provided, however, that: (1) the terms and provisions of Sections 1602-111 and/or 1602-112 of the Condominium Act (as applicable) are complied with, (2) advance written consent of the Board of Directors is obtained, which consent shall not be unreasonably withheld (provided that Declarant shall not be required to obtain consent of the Board of Directors), (3) any reasonable conditions imposed by the Board of Directors are complied with in all respects (provided that Declarant shall not be subject to any conditions imposed by the Board), and (4) all necessary governmental permits and approvals are obtained.

6. **Description of Common Elements and Limited Common Elements.**

6.1 Description of the Common Elements. The common elements of the Condominium (the "Common Elements") consist of the entire Property described in **Exhibit A** exclusive of the Units all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant). The Common Elements shall be subject to the provisions hereof, and of the By-Laws, and the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof. By way of example, the Common Elements include but are not limited to the driveways, walkways, landscaping and hardscaping areas, the exterior of the Building, including all foundations, roof, and siding, lobby areas, elevators, stairwells, hallways, utilities serving more than one Unit, and other common areas.

The exterior parking spaces which are assigned to the Condominium as Limited Common Elements pursuant to the Master Declaration shall be treated as part of the Common Elements and maintained and repaired by the Association or the Master Association as further provided in the Master Declaration.

Notwithstanding the foregoing, the Common Elements shall exclude the exclusive rights, interests and easements reserved to the Declarant by law or by the Declarant in this Declaration.

6.2 Limited Common Elements, "Limited Common Elements" mean those portions of the Common Elements where the exclusive use is reserved to one of the Units or less than all of the Units as allocated by this Declaration and/or as shown on the Plat or Plan. The Limited Common

Elements include but are not limited to the following:

A. The Plans recorded herewith depict various private patios, terraces, balconies, and decks with access thereto from adjacent Units. Such private patios, terraces, decks or balconies are Limited Common Elements for the exclusive use by the occupants of such adjacent Units subject to the terms of this Declaration and the Condominium Act.

B. Any parking spaces located in the parking area adjacent to the Building and storage areas in the Building that are shown as Limited Common Elements on the Plat and Plans or are hereafter assigned or allocated for the exclusive use and benefit of a Unit. Generally the parking spaces in the parking area and the storage spaces are designated on the Plans and/or Plat labeled "LCE". Any parking spaces and storage spaces designated on the Plans and/or Plat labeled "LCE" and that contain a number are subject to the Declarant's right to assign such parking spaces and storage spaces to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed assigning such parking space or storage space. The number by which the parking space or storage space is designated on the Plat or Plan is not necessarily the number of the Unit to which such parking or storage space will be assigned. Notwithstanding anything to the contrary, any parking spaces and storage spaces that are not assigned to a specific Unit by the Declarant shall become general Common Elements and shall be managed by the Association at the discretion of the Board of Directors. After the initial assignment, an LCE parking space or storage space may be later reassigned by such Unit Owner to a different Unit only with the consent of the affected Unit Owners pursuant to a recorded instrument, a copy of which shall be provided to the Association. Limited Common Elements shall also include any connectors, wires or cables that a Unit owner installs in the separated metered electric charging stations that are stubbed out for each parking space as depicted on the Plats and Plans.

D. The exterior doors, screen and storm doors, exterior windows and their screens and frames, glass, tracks, hardware, locks, screens, flanges, sills, flashing, caulking and all other components of prefabricated doors and windows;

E. The individual HVAC fan coil units serving a single Unit, and any associated pipes, ducts, wires, panels or conduits serving only that Unit, shall be a Limited Common Element allocated to the Unit served;

F. Any other areas shown as Limited Common Elements on the Plat and Plans as now or hereafter assigned or allocated for the exclusive use and benefit of a Unit or Units. Any other patios, porches, movable shutters, exterior stairs and steps, stoops, thresholds, and any other fixture designed to serve a single Unit but located outside its Unit boundary, either as presently or hereafter built in accordance with this Declaration or shown on the Plans adjacent to a Unit and which is not defined as a part of the Unit as set forth above;

G. The portions of the Condominium now or hereafter shown on the Condominium Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act.

6.3 Declarant Rights to Create Limited Common Elements. The Declarant reserves a development right to create and assign additional Limited Common Elements within Common

Elements to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed. Such Limited Common Elements include, or may include, without limitation, the assignment of storage closets, lockers or areas.

Other than this right reserved to Declarant, the allocation of Limited Common Elements may not be altered except in compliance with the Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements. The power to create and initially assign Limited Common Elements is exclusively held by the Declarant.

7. **Maintenance and Repair of Units and Common Elements.**

7.1 General. The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Sections 1603-107(a) and 1603-115 of the Condominium Act except as otherwise provided herein.

The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Condominium. This authority of the Board includes, but is not limited to, the authority to promulgate rules requiring that Owners perform exterior maintenance on their Units in accordance with the standards originally established for the Condominium by the Declarant. The Board shall attempt to determine and prioritize schedules for items of Association maintenance responsibility based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are the responsibility of the Association need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

7.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, cleaning, lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost may be assessed to the Unit Owners responsible as a Service Charge. Unit Owners shall be responsible for the costs of maintenance and repair of any improvements made by such Unit Owner to the Unit, Limited Common Elements or any portion of the Condominium Property, provided that this provision shall not be construed as permission for a Unit Owner to make any such improvements or alterations or authorization for an unapproved improvement or alteration to remain.

Each Owner shall be responsible to cooperate with the Association and its agents and

employees as requested by the Association or its agents and employees in the performance of the Association's maintenance responsibilities hereunder (as to Common Elements, Limited Common Elements and Units), including, without limitation, removing, covering, shielding, or otherwise protecting any and all personal property, and providing the Association with access to all areas of Association maintenance responsibility, as reasonably necessary in order for the Association and its agents and employees to conduct its maintenance, repair and replacement obligations. The Association and its agents and employees shall not be liable for any injury, damage or loss to such personal property that is not removed, covered, shielded or otherwise protected by the Owner or occupant of the Unit in which such personal property is located as requested by the Association or its agents and employees.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that such maintenance responsibility is otherwise assumed by or assigned to an Owner by written agreement; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board of Directors determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, and excepting any maintenance, repair or other services performed by Declarant, any maintenance or repair performed on or to the Common Elements by an Owner or occupant that is the responsibility of the Association hereunder (including, but not limited to, landscaping of Common Elements) shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts such maintenance or repair.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice that may leak or flow from any portion of the Common Elements (including Limited Common Elements) or from any pipe, drain, conduit, appliance or equipment that the Association is responsible to maintain hereunder, except for injuries or damages arising (i) after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter, or (ii) as a result of the gross negligence or willful misconduct of the Association. The Association shall not be liable to any Owner or Occupant, or their respective Permittees, for loss or damage, by theft or otherwise, of any property that may be stored in or upon any of the Common Elements, unless caused by the Association's gross negligence or willful misconduct.

No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority so long as in each instance (i) the alleged failure of the Association to take some action or perform some function required, and/or (ii) the inconvenience or discomfort arising from the Association's making of

repairs or improvements, is not a result of the gross negligence or willful misconduct of the Association.

Each Unit Owner shall promptly notify the Association of any defects in the Common Elements (including the Limited Common Elements) that the Association is responsible for the maintenance and repair of.

7.3 Maintenance of Limited Common Elements. Generally except as otherwise provided herein the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors, in their reasonable discretion, including but not limited to, windows, doors and skylights and all components thereof except those allocated to the Unit Owner in Section 7.4 below. Costs incurred by the Association in maintaining, repairing and replacing Limited Common Elements may be assessed back to the Unit(s) benefitted as a Limited Common Expense.

The Owner shall maintain the cleanliness and neatness of patios, balconies, decks and other Limited Common Elements serving his or her Unit. Additionally, the Owner is responsible for maintenance and repair of the fan coil unit(s) serving only the Owner's Unit, as well as all appliances serving only the Owner's Unit regardless of location within or outside of the Unit boundaries.

Notwithstanding the foregoing, if such repair or replacement of the Limited Common Elements shall be necessitated by the acts, omissions, negligence, neglect or misconduct of fewer than all of the Unit Owners or Occupants, or any of their Permittees, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge, as determined by the Board of Directors. In addition, if a Unit owner fails to maintain the Limited Common Elements in a clean and neat manner, the Association may, after providing notice and opportunity to the Owner to correct the violation, perform the necessary cleaning to return the Limited Common Elements to a neat and clean state and assess the costs incurred in doing so to the responsible Unit Owner.

7.4 Maintenance of Unit/Owner Repair Responsibility.

Except as otherwise set forth herein, the Unit Owner shall be responsible for all maintenance, repair and replacement of the Unit. This includes the responsibility to keep and maintain his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a neat, clean and sanitary condition, at the expense of the Owner whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all cleaning, painting, maintenance, repair and replacement which at any time may be necessary to maintain the good appearance and condition of such Unit exclusively.

Each Unit Owner shall also be responsible for providing the painting of the interior surfaces and the washing of interior glass surfaces, but, in the event the Unit Owner fails to perform such maintenance, the Association may elect to provide ordinary maintenance and repair services for such components, assessing the Unit Owner therefore as either a Limited Common Expense assessment, a Service Charge, or as a part of the general Common Expense assessments.

Each Unit Owner shall maintain, repair and replace the bulbs on exterior lights controlled from inside the Units, the doorbells, and the vents and ducts and all associated fans and connections which serve their Unit exclusively.

For Units with exterior accessories and improvements, if any, installed by or at the request of the Unit Owner or any prior Unit Owner the exteriors of such items shall be maintained, repaired and replaced by the Owner unless otherwise agreed in writing by the Association.

Notwithstanding anything to the contrary herein, upon resolution of the Board of Directors, the Association may assume responsibility for providing additional maintenance upon one (1) or more Units, provided, the Association shall specifically assess the costs of such to the applicable Units as a Limited Common Expense or Service Charge in the event the Association does not provide such maintenance proportionally to all Units.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas. Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall deposit baby wipes, hand wipes, feminine hygiene products, or similar materials into the sewage system, nor shall they pour any grease, paint, solvents, oil or non-household chemicals other substances which may be identified in the Rules and Regulations into the sewage system or storm drains.

The Owner's maintenance responsibilities hereunder shall be subject to the Rules and Regulations including without limitation, restrictions on the qualifications of contractors providing such work.

Each Unit Owner shall be responsible for all damage to his or her Unit, to any other Units or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibilities in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the amount of the Association's insurance deductible (or such other amount established by the Rules and Regulations), with respect to the Unit or Limited Common Element improvements installed by a Unit Owner, (ii) payment of any other amounts not covered by the Association's insurance with respect to the Unit or Limited Common Element improvements installed by a Unit Owner and for (iii) uninsured damage to his or her Unit or to any Common Element for which the Unit Owner is otherwise responsible due to the fault, negligence or carelessness of the Unit Owner as determined by the Board of Directors.

7.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit for, all costs of maintaining, repairing or replacing any portion

of such Owner's Unit, any other Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's wrongful or negligent act, neglect, omission or carelessness or by that of such Unit Owner's tenants, lessees, Permittees or pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate all at the Unit Owner's expense. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

If the Board of Directors determines that any Owner has failed or refused to discharge properly his, her or its obligation with regard to the maintenance, repair, or replacement of items of which it, he or she is responsible under this Declaration, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete such maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense and be a Specific Assessment against the Owner, which shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in an area for which the Association is generally responsible and is caused through the willful or negligent act of any Owner or Occupant, or their respective tenants, lessees, Occupants or other Permittees, then the Association may assess the cost of any such maintenance, repair, or replacement as a Service Charge against the Owner's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

7.6 Mold Disclosure and Waiver. Mold, mildew, fungi, mycotoxins, and microbiological organisms (collectively, "Mold"), are present in soil, air and elsewhere in the environment. Mold can proliferate in various environments, including, among others, damp areas such as bathrooms and within walls and partitions and areas affected by leaks. Concerns have been expressed about the possible adverse effects on human health from exposure to Mold. Due to various reasons, including the varying sensitivities of different individuals to various types of Mold and other contaminants, as of the date of this Declaration, no state or federal standards regarding acceptable levels of exposure to Mold exist. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants in the indoor environment, including, possibly, some forms of Mold. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many

potential health problems, if any, relate primarily or exclusively to indoor air quality or Mold. Declarant and the Association are not qualified and have not undertaken to evaluate all aspects of this very complex issue. Declarant and the Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning the past, current or future presence or absence of Mold in the Unit, any other Common Elements or within the vicinity of the Condominium. Declarant and the Association recommend that each Owner, at the Owner's expense conduct its own investigation and consult with such experts as the Owner deems appropriate regarding the occurrence and effects of Mold, the potential sensitivity or special risk to the Owner, his, her or its family members, and other individuals, who will occupy or use the Unit.

When excessive moisture or water accumulates indoors, Mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Mold in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Each Owner shall maintain the Owner's Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning and preventing and repairing plumbing, window and other leaks and sources of moisture. Each Owner shall conduct periodic inspections of the Unit and any other portion of the Condominium Property for which the Owner is responsible to maintain, for the presence of Mold, leaks, or other sources of moisture which may increase the ability of Mold to propagate within the Unit or other portions of the Condominium Property. Furthermore, each Owner shall monitor the Unit, and any other portion of the Condominium Property for which the Owner is responsible to maintain, on a continual basis for excessive moisture, water or Mold accumulation and shall promptly eliminate or otherwise properly address such conditions. Failure to eliminate the source of moisture can result in additional damage and the growth of Mold. Declarant will not be responsible for such damages, and each Owner, by taking title to a Unit, hereby waives all rights to damages and subrogation of damages. Each Owner shall defend and indemnify Declarant and the Association and hold Declarant and the Association harmless from damages, including all cases of personal injury or property damage, caused by the presence of Mold and/or water or moisture in the Unit or other portions of the Condominium Property to the extent that the damages are caused by or otherwise related to: (a) the creation of, failure to prevent, or failure to address any Mold or excessive moisture or water and the sources of same by the Owner; (b) the Owner's negligence or failure to properly maintain, replace, and monitor the Unit or other portions of the Condominium Property for which the Owner is responsible for maintaining, replacing, or monitoring, or (c) the Owner's failure to promptly take appropriate corrective measures, make appropriate repairs or replacements, and minimize any damage caused by water, moisture, or Mold (including, without limitation, failure to promptly notify and engage the help of appropriate professionals or experts).

8. **Allocated Interests.** The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally, the Common Expense Liability, Common Element Interest and vote allocated to a Unit are equal. The Allocated Interests of each Unit are set forth

in Exhibit B.

Each Unit's percentage of the Allocated Interests set forth in **Exhibit B** have been, and will be, determined based upon each such Unit's floor area (as measured in square feet) in relation to the aggregate floor area of all Units; provided, however, that the percentages as stated in **Exhibit B** shall prevail in any event regardless of the actual square footage of the Units. Such Allocated Interests shall be used in determining each Unit's Common Expense assessments, vote, distribution of surplus assets, and certain other Association-related matters, all as described more fully herein, in the Association's By-Laws and the Condominium Act.

The Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit and to allocate "Limited Common Expenses" as further set forth herein.

9. **Other Matters Relating to Condominium Association.**

9.1. Board of Directors' Power to Act on Behalf of Association. Except as expressly limited by the Condominium Act, this Declaration or the Association's By-Laws, the Board of Directors shall be empowered to act on behalf of the Association as described in this Declaration, the By-Laws and Condominium Act. In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the right and authority:

A. To enter into Units for maintenance, emergency, or life-safety purposes, which right may be exercised by the Board of Directors, and/or its officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the affected Owner or Occupant. For the purposes of this Article, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak. fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No Person exercising the rights granted in this Article shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that the Association, acting through its Board of Directors, shall have no duty or obligation to enter a Unit;

B. To make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;

C. To enforce use restrictions, other provisions contained within the Declaration and Bylaws, and rules and regulations promulgated and adopted by the Association by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in the Act and the Condominium Documents;

D. To grant and accept permits, licenses. utility easements, leases, and other easements;

E. To collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deducted from the security deposit and any additional expenses may be specifically assessed against the Unit;

F. To approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Documents and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of elevators, trash receptacles and other Common Elements;

G. Designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements and all other areas the Association has the right or duty to maintain, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment. supplies, and material to be used by such personnel in the performance of their duties;

H. To pay assessments to the Master Association as provided in the Master Declaration;

I. To appoint representatives to the Master Association to represent the Condominium in accordance with the Master Declaration and the Master Bylaws;

J. To enter into joint agreements and contracts with other condominium homeowners associations, the Master Association or other entities for the provision of services, including, without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services.

K. To require reasonable identification from Persons seeking access to the Common Areas and Units and, for other than Unit Owners or tenants, confirmation that such Persons have permission of the Unit Owner or tenant to access the portions of the Condominium. Provided, however, that the foregoing shall not be construed to impose a duty on the Association to provide security.

9.2 Units Subject to Condominium Documents. All present and future Owners, tenants, visitors, invitees, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of the Condominium Documents, as they may be amended from time to time, and the instruments of record affecting title to the Property including, but not limited to,

the Master Declaration as it may be amended. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said instruments of record affecting title to the Property, are accepted and ratified by such Owner, tenant, visitor, invitee, licensee or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof. A violation of the provisions of this Declaration, the By-Laws, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of an Owner, which shall entitle the Board and any Owner the right to recovery of damages and/or injunctive relief.

Except as may be otherwise specifically provided in this Declaration, a Unit Owner shall be fully responsible for the acts and omissions, feasance, malfeasance and misfeasance, and all other conduct of his lessees, tenants, Permittees, pets or others upon the property at the behest of the Unit Owner.

10. **Common Easements and Right of Access**. To the fullest extent allowed by the Condominium Act, each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, structural elements, and other Common Elements located in such Unit and serving other Units.

The Board of Directors, and any of them, any managing agent, and any other person authorized by the Board of Directors or by the managing agent, shall have an easement and a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing inspections, installations, alterations or repairs on the mechanical, electrical or fire alarm systems and services, exterior walls or structural elements, or any Common Elements in or adjacent to any Unit or elsewhere in the Building(s), or for any other purpose permitted by this Declaration or the By-Laws. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit occupant is present at the time or not.

11. **Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by the Declarant, or by or with the consent of the Board, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, or (e) immaterial deviations from the Floor Plans, a valid easement shall exist for such encroachment and for the maintenance of the same.

12. **Intended Use and Restrictions on Use of the Building and Units.**

The purposes for which the Building and the Units and Common Elements are intended to be used are as follows:

12.1 Restrictions on Use of Common Elements.

A. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as otherwise specifically provided herein.

With prior written Board approval, and subject to any fees and restrictions imposed by the Board (including but not limited to fees for use and restrictions limiting the hours of operation), an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Upon the request of the Association, such Owner shall immediately reimburse the Association for any expenses that it incurs related to any damage or injury to any Person or thing as a result of such use. Except for Limited Common Element roof decks, if any, there shall be no use of the roof of the Building by the Owners, any Occupant and their respective Permittees. The Association and its agents and contractors shall have access to the roof to perform its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This Section 12.1(A) shall not apply to Declarant for so long as Declarant owns any Unit.

Notwithstanding the foregoing, subject to rules and regulations promulgated by the Board, Unit Owners have the right to use any bicycle storage facilities, other facilities designated for storage by the Board, dumpster, trash compactors or trash barrels, if any, located on the Common Elements, but only for ordinary household trash.

Any Owner who reserves or uses a portion of the Common Elements shall assume, on behalf of such Owner and his, her or its Occupants, Permittees, tenants and lessees, all risks associated with the use of the Common Elements and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

B. *Use of Limited Common Elements, Storage Spaces, Patios, and Balconies*. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted the Limited Common Elements, as follows:

(1) Storage Spaces. Any Common Element storage spaces not assigned to a Unit as a Limited Common Element by Declarant, may, following the date upon which Declarant has conveyed its last Unit or such earlier time as Declarant may consent in writing, be rented or licensed to Unit Owners by the Board of Directors upon such terms and for such fees as may be determined from time to time by the Board. Storage spaces shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit to which such storage space is rented or assigned as a Limited Common Element. No Owner or Occupant shall

store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the storage space that would cause danger or nuisance to the storage space, the Condominium or the Master Development. The storage space shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage space, or if the storage space becomes contaminated in any manner for which the Owner or Occupant thereof is legally liable, Owner or Occupant shall indemnify and hold harmless Declarant, Association and the Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid in settlement of claims, attorneys' fees, consultant and expert fees, arising as a result of that contamination by Owner or Occupant. The maintenance of the interior of any storage space assigned to a Unit as a Limited Common Element or rented to a Unit, as well as the insurance of the contents of such storage space, shall be the sole responsibility of the Owner of the Unit(s) to which storages spaces are assigned as Limited Common Elements or rented. By accepting the assignment or rental of a storage space, each Owner hereby expressly assumes any responsibility for loss, damage, or liability resulting therefrom.

(2) Balconies and Decks. The use of patios, balconies and decks are subject to the Master Declaration and this subsection. No objects other than potted plants and patio furniture shall be placed on a patio, balcony or decks without written Board approval. This prohibition applies to objects such as, but not limited to, umbrellas (including patio umbrellas), flags, bicycles, grills, cooking facilities, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board. Astroturf is prohibited on balconies. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony or deck, or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or deck. Penetration of the surfaces of a balcony or deck is prohibited. Enclosure or screening of a patio, balcony or deck is also prohibited without the approval of the Board. As used herein, "enclosure" shall mean the temporary or permanent enclosure of a balcony into the heated and cooled space within the boundaries of a Unit.

All furniture, furnishings, and other materials kept on a patio, balcony shall be of neutral colors that are harmonious with the external colors of the Building and shall be heavy enough so as not to be susceptible to being blown from a patio, balcony or deck by wind. The Board may establish additional guidelines relating to furnishings, including designating permitted and prohibited furnishing styles and types. Any items not specifically permitted under such guidelines shall be subject to the Board's prior approval.

In addition, other than Declarant, no Owner, Occupant, or any other Person may make any modification to the flooring of a patio, balcony or deck without first obtaining written approval of the Board of Directors.

Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Owner or Occupant of each Unit to remove all objects from a patio, balcony or deck during periods of high winds to prevent objects from being blown from a patio, balcony or deck, and to refrain from engaging in any activity on a patio, balcony or deck that may cause any object to fall or be ejected from a patio, balcony or deck. At no time may any Person dispose of trash or any other item from or off of a patio, balcony or deck.

Certain patios, balconies or decks may be equipped with trench drains or other apparatus for drainage and other purposes for use by the Association for maintenance. No Person shall do any act or work that impairs or otherwise interferes with the use of such apparatus by the Association.

C. *Elevator Use, Elevator Lobbies, and Adjoining Corridors*. Elevator access to a particular floor may be restricted to the Owners and other Occupants of the Units on such floor and their respective Permittees, and such restricted use may be controlled by card-activated access or other methods. Elevator lobbies shall not be used for any purpose other than access to and from a Unit. No Owner or Occupant shall decorate, add, remove or rearrange furnishings or store any item of personal property in an elevator lobby or adjoining corridor. The posting of notices or advertisements of any king in the elevators, elevator lobbies, or adjoining corridors is subject to prior written approval from the Board and may be prohibited in the Board's sole discretion.

12.2 Restrictions Applicable to All Units: The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Board of Directors:

A. The owner of a Unit may, at his sole cost and expense, if the rights of any other Unit Owner are not materially and adversely affected, and if the structural walls, supports and other structural aspects of the Building are not adversely affected, change or add to the interior partitioning thereof, by adding, modifying, removing or installing non-load bearing walls lying wholly within such Unit; provided, however, that any and all work shall be done in a good and workmanlike manner, pursuant to a building permit validly issued therefor (if required by law). If the foregoing rights are to be exercised by the Owner of a Unit, the prior written approval by the Board of Directors of the plans and specifications related thereto must be obtained, which approval shall not be unreasonably withheld, conditioned or delayed and such work shall be subject to such reasonable conditions as may be imposed by the Board.

B. If any governmental license or permit (other than a Certificate of Occupancy, or a license or permit applicable to the Building as a whole and required in order to render, lawful the operation of the Building) shall be required for any particular improvement or construction in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Association, the Owner of such particular Unit, at such Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Board, and comply with all terms and conditions thereof.

C. No activity shall be done or maintained in any Unit which will materially increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereof, provided, however, that any use or activity which will increase the rate of insurance maintained by the Board of Directors for the Condominium or by any individual Unit Owner may be permitted by the Board of Directors in its sole discretion if the Unit Owner conducting such use or allowing such use to be conducted agrees to conform to any special rules or regulations promulgated by the Board of Directors with respect to such use and agrees to pay any and all additional costs associated therewith, including without limitation the increase in the insurance premiums paid by the Board of Directors on behalf of the Condominium as a result thereof.

12.3. Parking. The parking area serving the Condominium consists of the exterior parking spaces immediately adjacent to the Building that are Limited Common Elements of the Master Association allocated to the Condominium pursuant to the Master Declaration (the "Exterior Parking") and any parking spaces leased by the Association or individual Unit owners in the adjacent parking garage. Any unassigned Exterior Parking spaces are common areas that may be controlled and governed by the Board of Directors.

No more than one (1) vehicle per Unit may be kept on the Condominium property or appurtenant Exterior Parking area. Only passenger vehicles and trucks with a gross vehicle weight of less than 8,000 pounds and length of less than fifteen (15) feet may be parked on the Property or appurtenant Exterior Parking area. Vehicles must be in operable condition and fully licensed and inspected for operation on public highways.

If a Unit owner utilizes any electric charging station on the appurtenant Exterior Parking area, the associated expenses, including maintenance, repair, and electricity, shall be specially assessed to the owner of the Unit that uses the electric charging station.

Because the Exterior Parking area is a relatively confined area, any user of the parking area may do so only in a cautious and reasonable manner and in accordance with all Rules and Regulations of the Association. Any Owner(s) or other party using a parking space on the Exterior Parking area, by acceptance of their Deed, lease or other right to use, thereby agrees to both release and indemnify the Declarant, the Association, its Board of Directors, officers and managers, from and against any and all claims, losses, costs, expenses or damages said parties may incur (including without limitation, reasonable attorneys fees and expenses) or be hereafter subject to or arising from the acts or omissions of the Owner or other party holding the right to use the LCE parking spaces, unless arising from the indemnified party's gross negligence, willful misconduct or violation of the terms and provisions of this Declaration, the Bylaws or Rules and Regulations.

Further, each Owner(s), Occupants and Permittee, by acceptance of their Deed, lease or other right to use, recognize and acknowledge that the Exterior Parking area may be temporarily unavailable for periods of time for performance of maintenance, and such Owner or other party agree to hold harmless the Declarant, the Association, its Board of Directors, officers and managers, from and against any and all claims, losses, costs, expenses or damages said parties may incur (including without limitation, reasonable attorneys fees and expenses) or be hereafter subject to or arising from the unavailability of the parking area unless arising from the indemnified party's gross negligence, willful misconduct or violation of the terms and provisions of this Declaration, the Bylaws or Rules and Regulations.

In addition, the Declarant or the Association may enter into a lease agreement with the owner of the parking garage on the adjacent parcel. In such case, the Declarant or the Association, as the case may be, may sublease to Unit Owners parking spaces in said parking garage on such terms and conditions as the parties may agree. In the event the Association enters into a lease agreement with the owner of the parking garage on the adjacent parcel, the Association shall fulfill all of the tenant's obligations under the parking lease. The Association shall then assess Unit Owners for rental of parking spaces by Unit Owners based on the number of parking spaces subleased.

12.4 Units. The Units may be used only for residential purposes, subject, in all events, to the further restrictions set forth below in this Section 12.3, provided, however, that such Units may be used by the Declarant for other purposes. This restriction shall not be construed to prohibit Unit Owners from leasing their Units, so long as any such leases comply with the provisions of the Condominium Documents. The Units may also be used for "home office" purposes, so long as no commercial signage is used in connection therewith and no customers, clients or business associates visit the Condominium. The following shall also apply to Units:

A. Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets, but no more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat (i.e., two animals total) per Unit, may be kept in a Unit, subject to additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors, which may include the assessment of additional fees, prohibitions on certain dog breeds if so required or requested by the Association's insurer, and prohibitions on tenants bringing pets to the Condominium. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors in its sole discretion.

No pet shall be permitted outside of a Unit except on a leash directly attended by a responsible person or in an enclosed carrier. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium Property.

B. No Unit Owner shall alter his Unit in such a way as to cause unreasonable levels of sound, vibration, light or odors to be transmitted to other Units, the Common Elements or neighboring buildings, as may be determined by the Board of Directors in its sole discretion.

C. No pictures, advertisements, signs or posters of any kind shall be erected, posted or attached in or on the Units if visible from the exterior of the Units, except those approved in writing by the Board of Directors, provided, however, this restriction shall not apply to pictures, advertisements, signs or posters utilized by the Declarant or its agents in selling or leasing the Units.

D. Except as allowed by the Rules and Regulations and applicable law with respect to television antennae and satellite dishes, no Unit Owner shall allow the installation of wiring for electrical or telecommunication use, an air conditioning unit or other machine or equipment which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building.

E. Portions of any Unit window treatments visible from the outside of the Building shall be white in color, and shall be of a material and style approved in writing by the Board of

Directors, such approval not to be unreasonably withheld, conditioned or delayed.

F. *Fire Safety and Noise Control*. No person shall impair or remove or alter any acoustical, sound-deadening, or fire-resistant material or smoke detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities, as may be determined by the Board of Directors in its discretion. No person shall alter the sprinkler systems.

G. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors.

H. *Electrical*. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the Common Element electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

I. Additional major appliances, including without limitation hot tubs, generators, heat pumps and heat pump water heaters, furnaces and permanently installed space heaters may not be installed in a Unit or Limited Common Elements except with the prior written consent of the Board of Directors.

J. *Water and Sewer*. The sewage system shall be used only for ordinary household purposes. Since the water supply depends in part on the forces of nature, the Association shall not be responsible for any insufficiency or failure of water supply or the purity thereof, even if due to the alleged negligence or fault of the Association.

K. *Heat and Winterization of Unit; Vacant Unit Upkeep*. Every Unit Owner must at his or her own expense maintain heat at levels sufficient to protect the Common Elements and Units from damage. Further, the heat must be set at a minimum level as set forth in the Rules and Regulations, if any, but in any event not less than 55° F. In the event the Board of Directors learns that the heat in a Unit is in its opinion insufficient, and if the Board of Directors or its agents then cause the heat in the Unit to be increased in a good faith attempt to prevent damage to the Unit, other Units or Common Elements, the Unit Owner shall be solely liable for any increase in the costs associated with the increased heat as well as any costs incurred by the Association in accessing the Unit and increasing the heat, as well as any damages caused to the Unit by such access. The Board of Directors may adopt Rules and Regulations regarding the installation of auxiliary heating systems and appliances to ensure their proper installation, use and maintenance, as well as Rules and Regulations concerning winterization of Units, which rules may include but are not limited to requirements that in the winter heating season (November 1st through April 30 of each year) Owners install and maintain low temperature alarms that are capable of being monitored by the Board and/or its property manager, install water sensors on washing machines, water heaters and other appliances/plumbing susceptible to water leaks, shut off water supply to the Unit if the Unit will be vacant for a period of time determined by the Board, and other such Rules and Regulations designed to prevent damage from frozen water pipes and other property damage risks posed by freezing temperatures. The Board of Directors may implement a monitoring program to periodically inspect the Units to confirm that the Unit complies with this provision and all winterization rules adopted pursuant

hereto and may charge a reasonable fee to each Unit for such monitoring. In such event, Unit owners shall cooperate with the Board in providing access and information to facilitate the monitoring program. Notwithstanding the foregoing, except in an emergency situation, the Board and/or its agents shall provide reasonable notice to the Unit owner of any planned entry to a Unit for monitoring purposes and such entry shall only be during normal business hours. Failure of a Unit owner to maintain heat at the required temperature or shut off the water to the Unit when required by the Rules and Regulations shall be deemed prima facie evidence of negligence on the part of the Unit owner.

A Unit shall not be left vacant for any period of more than fourteen (14) days unless, prior to the departure of the Unit's Occupants: (a) a responsible firm or individual is designated to care for the Unit and such firm or individual is capable of responding to any notice of any issue concerning the Unit within a twenty-four (24) hour period; and (b) the Association is provided the name of said firm or individual.

L. *Smoking*.

(1) Prohibition. Smoking shall be prohibited on all portions of the Condominium including within the Units except as specifically permitted herein. Smoking is only permitted in such areas, if any, designated in writing by the Board as areas where Smoking is permitted. No owner or any other person shall Smoke or permit Smoking by any tenants, lessee, Occupant of the Unit or Permittee in violation of this Section or the Rules and Regulations.

(2) Definition of Smoking. The term "Smoking" shall include carrying, burning, vaporizing, or otherwise handling or controlling any heated, lit, smoldering or vaporized product containing (i) tobacco, cloves or similar products, or containing (ii) Cannabis products (also known as marijuana) or derivatives thereof. This prohibition shall include but not be limited to cigarettes, cigars, hookahs, vaporizers, pipes and devices which simulate any of the foregoing, sometimes known as electronic nicotine or marijuana delivery systems or "e-cigarettes". The term "Smoke" shall include all the products and residue of Smoking.

(3) Disposal of Smoking Products. All lighted and/or unlighted Smoking products shall be disposed of properly in the proper waste receptacles. They shall not be thrown from balcony or patio areas. Smoking products shall not be deposited on the Common Elements, including outdoor walkways, parking lots, drives, and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner. These provisions shall not be deemed to allow Smoking in any areas in which Smoking is otherwise prohibited.

(4) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(5) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit, then the

burden of proving that Smoking did not occur in the Unit shall shift to the Unit Owner and its occupants

(6) If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose fines in amounts as determined by the Board in its discretion, in additional to all other rights and remedies of the Association. If the Board determines after hearing that a person has committed a Smoking violation and/or that a Smoking violation has occurred in a Unit or such Unit's appurtenant Limited Common Elements, then the Board shall not be required to hold a hearing on subsequent Smoking violations alleged to be committed by such person or within such Unit or appurtenant Limited Common Elements with a year of the date of the hearing. Upon receipt of a written complaint of such subsequent Smoking violation occurring within a year of the hearing, the Board may, upon written notice to the violator and/or Unit owner, impose further fines as determined by the Board in its discretion without holding additional hearings . Any such fines and expenses will become the personal liability of the Unit owner and a lien on the Unit, together with interest and costs of collection and enforcement, including reasonable attorney's fees.

(7) The Board may exercise its judgment in deciding whether or not to hold a hearing or otherwise pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days' written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, including the costs of abating the transmission of Smoke but such person shall not be entitled to recover legal expenses or to a lien on the Unit under this Section. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

N. *Leasing and Renting of Units*. The following leasing and renting restrictions apply to Units:

(1) Designated Leasing Agent. Declarant, for so long as Declarant owns any Unit hereunder, and thereafter the Board of Directors, shall have the authority to designate a Leasing Agent for the Condominium ("Designated Leasing Agent"). If a Designated Leasing Agent is so designated, then Units may only be leased or rented through such Designated Leasing Agent pursuant to a listing agreement and property management contract to manage the leased property with such Designated Leasing Agent.

(2) No Unit may be leased or rented for a term of less than six (6) months unless the Board of Directors approves a shorter rental period in its discretion if it determines that it is necessary to avoid undue hardship unique to that owner and which could not otherwise be remedied, all subject to periodic review by the Board. No portion of any Unit (other than the entire Unit) shall be leased for any period.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the management company for the Association.

No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions, which shall automatically be incorporated into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as "Lease"):

(a) The tenants, lessees and all other Occupants and Permittees of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a unit;

(b) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, lessees, Occupants and Permittees in the name of the Unit owner after thirty (30) days prior written notice to the Unit owner in the event of an uncured default by any tenant, lessee, Permittee or Occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property and without need to give prior notice, may terminate the rights to use of the Common Elements (other than for physical access to the Unit) until all fees and other amounts due to the Association are paid in full; and

(c) In the event that the payment of Common Expenses, Assessments, and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit owner shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the Unit owner admits is owed to the Association.

Every Lease shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into every Lease and the terms of any tenancy or other agreement for the occupancy of a Unit.

The foregoing provisions of this Subsection shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(3) If a tenant, lessee, Permittee or Occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Lease and tenancy, then, in addition to all other remedies which it may have, the Association may notify the Unit owner of such violation(s) and demand that the same be remedied through the Unit owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property. If such violation(s) is(are) not remedied within said period if applicable, then the Unit owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, lessees, Occupants and Permittees of the Unit on account of such violation(s).

In the event the Unit owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit owners and at the Unit owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

(4) Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant, (a) lease Units which have not been sold, as per the leasing requirements set forth in this Declaration; or (b) use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with redecoration and construction in the Units or Common Elements, or the sale or leasing of units.

M. *Unit Keys and Access*. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, or life-safety purposes as provided in Article 7 of this Declaration (and for pest control, if necessary). Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including reasonable attorneys' fees actually incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, lessees, Permittees, or Occupants, against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

13. **Development Rights and Other Rights Reserved to the Declarant.**

13.1 The Declarant hereby expressly reserves to itself, its successors and assigns, for a period of twenty-five (25) years from the recording of this Declaration (the "Development Period"), any and all Development Rights and Special Declarant Rights as defined in the Condominium Act or as set forth in this Declaration, and/or in the Association's By-Laws, including without limitation the right to add land to the Condominium, the right to withdraw land from the Condominium, the right to merge the Condominium with other condominiums, the right to subject the Condominium to additional master associations, neighborhood or sub-associations, the right to convert common elements to units, the right to convert units to common elements, the right to allocate common elements to particular unit(s) as limited common elements, the right to relocate the boundaries between units or between units and common elements, and the right to combine or subdivide units. The provisions of this Article 13 may not be amended without the written consent of Declarant for so long as Declarant owns any Unit within the Condominium and/or possesses any Development or Special Declarant Rights hereunder.

13.2 The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Condominium Property made part of this Condominium now or in the future, to complete construction of any building thereon, along with

all improvements, utility lines, driveways, wires, pipes, conduits, septic system(s), walkways, and drainage lines to service the Units constructed on the Condominium Property or other parts of the Master Development, whether part of the Condominium or not.

13.3 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or mortgagee, to amend this Declaration as set forth herein and in accordance with the provisions hereof, subject to Section 16(A)(2). Until the recording of any such Amendment or the expiration of the time period described herein, any buildings outside of the Condominium Property shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Declaration, including the rights of the Declarant to convert said areas to Units, Limited Common Elements, and Common Elements.

13.4 In addition to all other rights of Declarant hereunder, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, all areas of the Property, other than Units and Limited Common Elements already conveyed, for all purposes necessary or desirable in order to develop and/or manage the Property and to market the Units. Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the Property for access to other property.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights over all of the Condominium Property and Building subject to this Declaration: the right of access, ingress, and egress over and upon the Condominium Property and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or Units and the Common Elements, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes and fire alarms systems to serve any or all of the buildings and/or Units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Condominium Property, and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and Limited Common Elements; to restrict (for periods of not more than

eight (8) hours at any time during any day) the use by owners of any Common Elements to facilitate construction or for purposes of safety (provided, of course, no Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the buildings, Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the buildings and/or Units and the Common Elements and facilities in connection therewith.

The Declarant further reserves the exclusive right to use any office area, sitting area or storage area located in the Common Elements and not necessary to serve the Units already sold by the Declarant, as well as any Unit owned by the Declarant, for storage or as a model, for display, as an office, for purposes of facilitating sales, as well as the right to park and use one or more vehicles or trailers, for as long as the Declarant owns any Units or holds any Development Rights or Special Declarant Rights. Any such areas exclusively used by the Declarant shall be located either in Unit(s) owned by the Declarant or in the Common Elements of the Building at the ground levels.

The Declarant further hereby expressly reserves the right and easement, for itself and any occupants of Units to utilize the courtyard area, sidewalks, driveways and other recreational and access Common Elements located on or under the Condominium Property, in common with all other Owners.

13.5 The rights and easements reserved by the Declarant in this Article 13 shall be in addition to and not in limitation of, the rights and easements allowed in the Condominium Act, reserved by the Declarant in other sections of this Declaration, in the By-Laws, or in any prior-recorded instrument, and Declarant expressly reserves all rights established under the Condominium Act. Declarant further reserves the right until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to modify, relocate, reconfigure or eliminate non-essential improvements not yet constructed.

13.6 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Declaration are to be deemed to be fully transferable, running with the land.

13.7 The Declarant further reserves the right to appoint and remove members of the Board of Directors and Officers of the Association in accordance with Article 2 of this Declaration.

13.8 Each Board of Directors Member, as well as each Owner and mortgagee of an individual Unit, by the acceptance and recordation of a deed or mortgage, shall thereby have consented to the granting or exercise of any right or easement described in this Declaration without the necessity of securing any further consent or execution of any further documents by such Board Member, Owner or mortgagee. Each Owner and mortgagee of an individual Unit, by

acceptance and recordation of a deed or mortgage, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Condominium Property, and no such Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Board of Directors and all Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor. The foregoing shall not apply to any mortgagee of the Declarant.

13.9 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Board Member, as well as each Owner and mortgagee of an individual Unit, by acceptance and recordation of a deed or mortgage, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Board Member, owner or mortgagee. The Condominium Board and Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Declaration and in the Condominium By-Laws. The foregoing shall not apply to any mortgagee of the Declarant.

13.10 The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

13.11 Notwithstanding any other provision herein, the Declarant has the right to provide services in lieu of payment of assessments

14. **Master Development Matters.**

14.1 Declaration of Master Condominium. The Condominium Property is part of the Pearl Point Master Development and as such is subject to the Master Declaration recorded in Deed Book ____, Page ___ of the York County Registry of Deeds, as amended (the "Master Declaration"). Pursuant to the Master Declaration, the Association is a member of the Master Association created pursuant to the Master Declaration (the "Master Association") and is obligated to pay its share of the Common Expenses and other charges as defined under the Master Declaration. The Condominium Property is also subject to various easements and agreements with other properties in the Master Development as set forth in the Master Declaration.

14.2 Garage. There is a parking garage on an adjacent parcel. The Declarant or the Association may enter into a lease agreement for use of parking spaces in the parking garage as set forth in Section 12.3 above.

14.3 Other Matters. The Condominium Property is part of the Pearl Point Master

Development and as such is subject to the following:

- All obligations set forth on the plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acord Engineering, Inc. and approved on July 2, 2025 (the "Plan"), as amended by _____.

- Stormwater Maintenance Agreement with the City of Biddeford for maintenance of the shared stormwater maintenance system located underneath Lot 4, adjacent to the Condominium, identified on Department of Environmental Protection permits "L-10282-NJ-A-N", "L-10282-NJ-C-A", and "L-010282-0001" as amended and approved on April 8, 2020, March 28, 2023, and November 24, 2025 respectively. The Agreement provides that, unless otherwise mutually agreed, the Association shall be responsible for 20.15% of the maintenance costs, reflecting the Condominium's proportional contribution to pollutant levels, as determined by the pollutant ranking.

- Road Maintenance Agreement for repair and maintenance of the accessway identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on the Plan, which requires the Association to pay its proportional share of all snow removal costs and to perform regular maintenance of the accessway to ensure that its condition remains suitable to support the Condominium, its associated uses, and to remain in compliance with the Ordinances of the City of Biddeford.

- Salt Management Plan for management of environmental impacts of road salt prepared by _____ and included in the development application of 3 Lincoln, LLC for the development of Lot 3 on the Plan.

15. **Notice of Matters Affecting the Condominium**.

15.1 To Unit Owners. All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid, unless Unit Owner consents pursuant to the Condominium Act to notice by electronic mail, which consent shall be presumed when an Owner provides an email address unless such consent is specifically disclaimed.

15.2 Notice to the Association or to Declarant. All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association or to Declarant shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed: (1) to the Association at the principal office of the managing agent, if any, and to the Secretary of the Association at the Secretary's address; or (2) to the Declarant, at the Declarant's principal office address as listed with the Secretary of State.

15.3 Notice to Eligible Mortgage Holder. All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage

Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

16. **Amendment of Declaration,**

A. Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Declaration, for so long as Declarant owns one or more Units in the Condominium or holds any Development Rights or Special Declarant Rights, any amendment to the Declaration which affects a right reserved to the Declarant hereunder, imposes an additional obligation or duty upon the Declarant, or materially and adversely affects the rights or obligations of Declarant must be signed by the Declarant and/or its successors and/or assigns.

B. General Amendments. Amendments to this Declaration are governed generally by Section 1602-117 of the Condominium Act, this Article 16 of the Declaration, and Article 17 below. Except as may be inconsistent with the Condominium Act, and except as otherwise provided in Article 17 below or in Sections A or C of this Article 16, this Declaration may be amended by the vote or agreement of Unit Owners representing 67% or more of the Allocated Interests in the Condominium.

C. Special Amendments. Notwithstanding the foregoing, this Declaration may also be amended by Special Amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee, may execute and record, as long as it owns any Units or holds any Development Rights or Special Declarant Rights, Special Amendments in order to (i) correct any errors and/or omissions in this Declaration, provided no such correcting amendment shall materially and adversely affect the rights of any Unit Owner or mortgagee; or (ii) to make this Declaration comply with the provisions of the Condominium Act, any other law, code, permit or approval, or the requirements or guidelines of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other insurer or guarantor of Unit mortgages.

Special Amendments may also be executed and recorded as described above in connection with the combination, subdivision, and/or alteration of Units and by Declarant in the exercise of its Development Rights or Special Declarant Rights.

D. Effective Date. A certificate of approval of each amendment referenced above shall be executed and acknowledged by the President of the Association or such other officer(s) or director(s) of the Association designated for that purpose by the Board of Directors, or by the Declarant if the amendment is approved only by Declarant in accordance with Section 16(C) above. .Amendments to this Declaration shall be effective upon recording in the Registry of Deeds.

17. **Provisions Protecting Rights of Secured Lenders.**

17.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the

Allocated Interests appurtenant to his or her Unit.

17.2 Identification of Mortgagee. Upon request, a Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her Mortgagee(s).

17.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall, to the extent required under the Maine Condominium Act, take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued 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 in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

17.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request), if any, of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

vii. The merger or consolidation of the Condominium with another condominium;

viii. The conveyance or subjection to a security interest of any portion of the Common Elements;

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Condominium Property; and

x. Such other events specified in the Condominium Act.

17.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, an Eligible Mortgage Holder who has duly qualified as such by properly registering with the Association in accordance with the Condominium Act and Section 17.4 above 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. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;

iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;

iv. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vii. Convertibility of Units into Common Elements or vice versa;

viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

ix. Hazard insurance or fidelity bond requirements;

x. Imposition of any further restrictions on the leasing of Units;

xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;

xiii. Restoration or repair of the Condominium Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-Seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

If required by Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs for mortgaged units, amendments of a material adverse nature or a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by 51% of the votes of Units that are subject to such mortgages they hold which are qualified as Eligible Mortgage Holders.

Approval shall be presumed when an Eligible Mortgage Holder or other mortgagee is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

17.6 Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds

or condemnation awards for losses to or taking of Units, Common Elements, or both.

17.7 Records**.** An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

18. **Common Expenses.**

18.1 Common Expenses, Limited Common Expenses and Service Charges. The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Condominium Property and the rendering to Unit Owners of all related services, as assessments for Common Expenses, Limited Common Expenses, and Special Assessments.

The term "Limited Common Expenses" means the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element and any improvements thereon, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), all as the Board of Directors may periodically establish and determine. If all Units have substantially similar Limited Common Elements, then the Board of Directors may determine that all Units shall pay such expenses in accordance with their liability for Common Expenses.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Condominium Property shall be borne by the Unit Owners by means of assessments as set forth herein and by all other persons liable in accordance with this Declaration.

18.2 Allocation of Assessments and Expenses. The total amount of common expenses shall be assessed to the Units as follows.

A. *General Common Expenses*. The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

Each Unit Owner shall promptly pay the bills for electricity, gas and other separately metered utility services consumed or used in his or her Unit. The expenses of electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to sub-meter and then separately charge for water and sewer services and propane supplied to the Units as Service Charges.

Any electricity, water, sewer and fuel serving the Common Elements, and the expenses for the maintenance, repair and replacement of these systems, if any, shall be assessed as a Common Expense.

B. *Limited Common Expenses*. If the Board of Directors determines that a Limited Common Expense uniquely and disproportionately benefits a single Unit or multiple Units in a manner which is not approximately in accordance with the general relative Common Expense Liabilities among all Units, then such Limited Common Expense may then be assessed solely against the benefited Unit(s) benefited in proportion to the relative Common Expense Liabilities of such Units as among themselves, or the relative benefit received by the benefited Unit(s), all as the Board of Directors may periodically determine in its discretion. If a Limited Common Expense only benefits a single Unit as the Board of Directors may periodically determine in its discretion from time to time, that Limited Common Expense may then be assessed solely against the Unit benefited.

C. *Special Assessments*. The Association may make special assessments for Common Expenses or Limited Common Expenses as provided in Section 18.5 below ("Special Assessments").

D. *Service Charges*. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit or its Limited Common Elements. Unless otherwise provided by the Board, Service Charges shall be paid by the Unit owner within fifteen (15) days of the Board providing written notice of such to the Unit owner. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense Liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(1) If a Unit Owner, tenant, Occupant or Permittee requests the Association or its agent to perform repair and maintenance work on his or her Unit or its Limited Common Elements, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge;

(2) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer, and/or other utility services and equipment if the Unit benefits from such utility services and equipment. Likewise, water and sewage services supplied to each Unit, if not separately metered and billed by the utility supplier, may be measured separately by such methods and systems established by the Board of Directors

in their discretion. The expense of utility charges for water and sewer services and of associated equipment maintenance and repair and reasonable reserve allowances, if not separately metered and billed by the utility supplier, may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer systems may be assessed either as a common expense or as a service charge to only the Units benefitted;

(3) Fees, if any, which may be established by the Board of Directors, for internet services and equipment, if they benefit a Unit and are not separately billed by the utility supplier; and

(4) Increases in the Association's insurance premiums for post initial construction permanent building improvements and betterments to Units or the Limited Common Elements installed by Unit Owners and insured with the Association's hazard insurance carrier, as determined by the Board of Directors.

(5) Fines and any common expense caused by the misconduct or violation of these Condominium Documents by a Unit Owner or such Unit Owner's tenants, lessees, Permittees, Occupants or pets, which may be assessed back to the responsible Unit Owner's Unit pursuant to Section 1603-115(e) of the Condominium Act;

(6) Common expenses that benefit a single Unit or fewer than all Units may be assessed as a Service Charge to the Units benefited. Specifically, common expenses incurred in the maintenance, repair, replacement, operation or provision of services benefiting one or less than all of Units, shall be assessed as a Service Charge to the benefitted Unit or Units; and

(7) Service charges as established pursuant to other provisions of this Declaration or the Bylaws.

18.3 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

A. Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other dates and intervals as the Board of Directors may determine, one-twelfth ($1/12^{th}$) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and provided that revised Common Expenses including revised Limited Common Expenses shall be paid over such intervals over the remainder of the fiscal year and Special Assessments shall be paid in accordance with the terms of the approval of Special Assessments; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium

Act, all interest and late charges and legal fees and other costs of collection thereof.

Each Unit Owner shall be personally responsible to pay his or her share of assessments for Common Expense assessments, Limited Common Expense assessments, Special Assessments and Services Charges without setoff or deduction.

Notwithstanding anything to the contrary herein, Declarant may satisfy its obligation to pay assessments on any Units owned by Declarant through the provision of services to the Condominium and/or the direct payment of expenses of the Condominium. Services provided by Declarant in lieu of payment of assessments may be performed directly by Declarant or any affiliates or agents of Declarant.

B. The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special Assessments, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection, enforcement and foreclosure thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act. Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period.

Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit Owners pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, including penalties, fines, late charges, interest and costs of collection including reasonable attorneys' fees, enforcement and foreclosure. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien. The lien is extinguished unless action to enforce the lien is started within six (6) years after the full amount becomes due if so limited by the Condominium Act, but the Unit Owner shall remain personally liable.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) to the extent required by the Maine Condominium Act, a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

C. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments, Limited Common Expense assessments, Special

Assessments, and Services Charges, user fees, fines or penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Unless otherwise determined by the Board, a late charge in the amount of ten percent (10%) of the delinquent amount (or such greater amount as may be established under the Rules and Regulations) shall apply when any payment due to the Association is more than 10 days past due, which late charge shall be immediately due and payable. All such amounts and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such Unit Owner.

D. If such payments are not received within thirty (30) days after they become due, the Board shall have the power to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, this Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time; in such event the Association may suspend any right or privilege appurtenant to the Unit including without limitation parking and voting rights and the prohibition of the use of the Common Elements, but the Association may not deny all means of access to the Unit or withhold services provided to a unit or a unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

E. The lien for assessments described herein may be enforced and foreclosed by the Association as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. In any action to foreclose the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, Services Charges, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, late charges, penalties, interest, and costs of collection, foreclosure and enforcement including reasonable attorneys' fees, the Association may act through its manager or Board of Directors to foreclose the lien on the Unit. In any action brought by the Association to foreclose a lien on a unit because of unpaid common charges, the Owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit.

F. If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared by the Board of Directors to then be due and payable in full.

G. Commencement of Assessments. Until such time as the Association makes a Common Expense Assessment, the Declarant is responsible for all Common Expenses, Limited Common Expenses and Services Charges, but need not establish any reserves except for such

created through the collection of the working capital fees upon initial sales. In any event no later than 60 days after the first Unit is conveyed, all Unit owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium, except that the Association shall not assess any Common Expenses against Units owned by the Declarant that have not been declared and constructed.

18.4 Budget.

A. The Board of Directors shall cause proposed annual budgets to be prepared based on its estimate of annual income and expenses and shall review and adopt a budget annually. Within thirty (30) days of the Board's adoption of the proposed budgets, the Board shall send a summary of such budget to each Unit Owner. The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest of all Unit Owners or the Declarant, for so long as the Declarant owns any Unit in the Condominium, the budgets shall be deemed to have been ratified whether or not a quorum is present. Unless a budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board.

Unless otherwise determined by the Board, there shall be a Budget for each fiscal year, as contemplated by the Condominium Act, as follows:

(1) A Budget which accounts for all of the Condominium expenses and services which benefit, or may benefit, all Units generally. Examples include any Master Association assessments and charges, electricity for exterior lighting, exterior maintenance, legal fees, sewer and water fees, landscaping and grounds maintenance, insurance premiums, snow removal, and property management fees. The Budget shall also include the operation, maintenance, repair, or replacement of the lobby, elevators, life safety systems, courtyards, interior stairways, interior hallways; elevator inspection and permitting; interior lighting and electricity; janitorial service and maintenance of the Common Areas.

Assessments for expenses set forth in the Budget will be based upon each Unit's Allocated Interest in the Common Elements, or otherwise in accordance with benefits received therefrom, in the Board of Directors' reasonable discretion. Each Unit's assessments for expenses set forth in the Budget will be based upon a fraction, the numerator of which shall be that Unit's Allocated Interest in the Common Elements and the denominator of which shall be the aggregate Allocated Interest of all Units, or, in the Board of Directors' reasonable discretion, based upon benefits received. Common expenses benefitting only certain Units shall be assessed directly to the benefitted Units as Service Charges.

B. The budgets shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

i. Management and administration expenses;

ii. Assessments and other fees payable to the Master Association.

iii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance, repair and replacement of;

iv. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;

v. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a financial institution with an office in the State of Maine or in obligations of the United States of America; and

vi. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of assessments due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.

The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another; provided, however, that if any revision to the budget increases the Common Expense assessment levied against the Units such revision must be ratified pursuant to Section 18.5(A) below.

18.5 Revised and Special Assessments.

A. *Revised Assessments*. If at any time the Board shall determine the amount of the budget to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by a 67% in interest vote of all the Unit Owners and/or the Declarant, for so long as Declarant owns any Unit, the budget shall be deemed to have been ratified whether or not a quorum is present. Thereafter monthly Common Expense assessments shall be determined and paid on the basis of such revision. If for any reason the Association revises its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised Common Expenses.

B. *Emergency Assessments*. The Board, may, upon determining that an emergency exists which requires the immediate assessment of the Unit Owners, the Board may make a one-time additional Common Expense assessment, not to exceed an amount equal to two (2) current months Common Expense assessment for each Unit which shall be due and payable when delivered to the Unit Owners. Such Emergency Assessment shall not require any ratification or approval of the Unit owners. Any proposed special assessment exceeding two (2) current months Common Expense assessment and/or which is not necessitated by an emergency as determined by the Board, must be approved in accordance with Section 18.5(C) below.

C. *Special Assessments*. The Board may adopt Special Assessments in order to fund or refinance the costs of restoration, renovations, repairs, and/or improvements to the Common Elements and related costs, or for other reasons, which shall be a lien on each Unit in accordance with its Allocated Interest once ratified. If a Special Assessment adopted by the Board is due in full prior to the end of the budget year in which it is approved, then the Special Assessment must be ratified by the owners and Declarant in accordance with Section 18.5(A) above. If payment of any portion of the proposed Special Assessment is due after the end of the Association's current budget year, ratification of the Special Assessment requires approval of a majority in interest of all Unit owners and the written approval of Declarant for so long as Declarant owns any Unit. Any such Special Assessment shall be a lien on each Unit in accordance with its Allocated Interest, and, as determined by the Board, may be paid by the members of the Association either in a lump sum following the adoption of the special assessments or over time in installments over a period of months or years with interest at such rate and on such further terms and conditions as may be established by the Board of Directors. Such Special Assessment shall be binding and shall be automatically included as a part of all future annual budgets of the Association while it remains outstanding. The election made by any one Unit Owner as to the payment terms shall be binding unless the other Unit Owner objects. Each Unit Owner and any successor in interest to current Unit Owner(s) shall be personally responsible for the balance due on the Special Assessments and the Special Assessment shall be a lien on the Unit all until paid in full by that Unit. The Board may cause a notice of the Special Assessment to be recorded in the Registry of Deeds.

Upon the sale of a Unit, the unpaid balance of the Special Assessment shall become due and payable in full unless the Board of Directors otherwise determines in its discretion.

If any installment of the Special Assessment is not paid when due, then if authorized by the Board of Directors upon thirty (30) days written notice of default and opportunity to cure, the entire balance of said Special Assessment shall become due and payable in full, shall thereafter bear interest at a rate equal to 18% per annum, and payment may be enforced in accordance with the Maine Condominium Act, these Bylaws and the Declaration.

18.6 Working Capital Fund and other Charges**.** A segregated working capital fund for the Association shall be established into which each Unit purchaser shall pay the Condominium Association an amount equal to two (2) months common charges per Unit, at the time of initial transfer of title from the Declarant other than transfers to a successor Declarant. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other

equivalent federally sponsored insurance. Such funds shall be used for such purposes as may be established by the Board of Directors from time to time, including without limitation funding repairs, improvements, reserves and operating deficits.

No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

18.7 Resale Certificate. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, Special Assessments, Service Charges, interest, fees, penalties and costs of collection. In the transfer of a Unit, the grantee(s) of such Unit shall be jointly and severally liable with the grantor for all unpaid Common Expenses, Limited Common Expenses assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer. A grantee receiving a conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for those Common Expense assessments, Service Charges, etc. arising prior to the conveyance.

However, any such grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of the then outstanding unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The Association has no obligation to subsequently update the information contained in such statement. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement as of its effective date except interest, late fees and costs of collection accruing thereafter.

18.8 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and service charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Association setting forth the amount of unpaid Common Expense, assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and Service Charges arising before the statement date in excess of the amount therein set forth in the resale certificate except interest, late fees and costs of collection accruing thereafter.

19. **Insurance.**

19.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available as determined by the Board of Directors. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders, if any.

To the extent that such insurance subsequently becomes unavailable, the Association shall obtain such comparable insurance as may be reasonably available.

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Condominium Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

19.2 Property and Casualty Insurance Coverage, Deductible and Exclusions. The Association shall obtain and maintain in effect a broad "special form" fire and casualty insurance policy covering the Condominium Property, including the Units and Common Elements, with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, subject to the exclusions and limitations as may be set forth in such policies, issued by an insurance company authorized to do business in the State of Maine, insuring as a single entity the Common Elements, the Limited Common Elements, and the fixtures, supplies and common personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* all furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to at least eighty percent (80%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate.

Such property and casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the Association or the Unit Owners collectively, nor by any failure of the Association or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Association or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be readily obtained;

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies

shall be deemed excess coverage and/or deductible and excluded perils coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 19.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Unit owners or any persons acting under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

Subject to the foregoing, if the Association's insurance coverage includes betterments and improvements to a Unit installed after the original construction, Unit Owners who arrange for the newly installed improvements must report betterments and improvements to the Association so that it may maintain adequate insurance and the Board of Directors may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements. Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining betterments, upgrades and improvements that have not been properly reported.

The Unit owner shall be responsible for the expense of repair of damage to his or her Unit, and appurtenant Limited Common Elements, and any betterments and improvements serving his or her Unit, that is not covered by insurance, whether by reason of deductibles, exclusions or limitations in the insurance policy, or otherwise. If the loss is covered by the Association's property insurance policy and affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible or amount not covered by the Association's insurance may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Unit (and such Unit's appurtenant Limited Common Elements) portion of the total cost of repair, or, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. Notwithstanding the foregoing, if it is determined by the Board that the acts or omissions, whether intentional or negligent, of less than all of said Unit owners and/or their Occupants, Permittees or pets caused the damage, the Board may apportion the deductible and/or amounts not covered by the Association's insurance policy among those Unit owners responsible for the damage in proportion to their respective responsibility for the damage, as determined by the Board.

If any Unit owner fails to pay the deductible or any other amounts when required under this Section, then the Association may pay such deductible or other amounts owed by the Unit owner(s) and assess the cost to the Unit owner or owners pursuant to Section 1603-115 of the Act and such cost shall be a lien against the Unit until paid in full.

Notwithstanding anything to the contrary herein or in the Bylaws, in the event of damage, loss or destruction to a Unit not covered by the Association's insurance policy, the Unit Owner shall be responsible for maintenance, repair and reconstruction of his or her Unit as provided in Article 7 of this Declaration.

19.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section 19.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his or her Unit; if the Unit Owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit Owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements and then to the Units forming a part of the Property. If only Units are affected by the insured casualty or if the insurance proceeds are insufficient to cover all damages to the Units, then the available insurance proceeds shall be divided in proportion to the total loss among the affected Units. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

The Unit Owner shall timely report to the Board of Directors any occurrences that may constitute a claim on the Association's policy. The Unit Owner must cooperate with the Association and its insurers in the adjustment of the claim and making of any covered repairs, including but not limited to providing the Board with copies of any insurance policies in the Unit Owner's name or any tenant's name covering the Unit and contents thereof, reporting the claim on any insurance policies held by the Unit Owner which may provide coverage for the claim, making the Unit available for inspection, providing information relevant to the claim, and promptly responding to requests from the insurance adjuster, the Board of Directors and/or the Management Agent.

Notwithstanding the foregoing, the Board of Directors shall have the right to delegate to any Unit Owner the responsibility for making covered repairs to such Owner's Unit and pay over to the Unit Owner any insurance proceeds received by the Association for repairs to the Unit upon such conditions as are deemed reasonable by the Board of Directors, including but not limited to requiring that the Unit Owner sign a release acknowledging receipt of the funds and intention to use the funds for repairs to the Unit. In such case, the Unit Owner shall be

responsible for using the insurance proceeds for the repairs to the Unit for which they were intended.

19.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, and each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

19.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;

iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his or her household;

v. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

19.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

i. To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;

ii. Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

iii. Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in amounts as determined by the Board of Directors; and

iv. Such other insurance as the Board of Directors may determine.

19.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days, and in the case of non-payment ten (10) business days, after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

19.8 Owner's Separate Insurance. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage", and Unit appliances, to the extent not insured by the Association. Each Unit Owner should also consider obtaining at his or her own expense coverage for loss of use and/or lost rental income. Provided, however, that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner.

To the extent that the Association does not carry property insurance on the Units, the Unit owner shall be responsible for maintaining property insurance on such owner's Unit. The property insurance obtained by the owner shall be in an amount equal to full replacement cost, before application of deductibles, of the Unit insured and insure against fire, extended coverage perils and all other risks customarily covered for similar types of condominium properties, including those covered by the standard "all risk" endorsement.

All Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Each Unit Owner should notify the Board of Directors in writing of all betterments, upgrades, and improvements made by the Unit Owner to his or her Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. The Board is not required to insure betterments, upgrades or improvements, but if it decides to do so any premium increase caused by such improvements may be assessed to the Owner of the improved Unit.

Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining whether or not the Unit Owner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

20. Rebuilding, Restoration and Condemnation.

20.1 Repair. Any portion of the Common Elements damaged or destroyed by a casualty, and any portion of a Unit damaged by casualty for which the Association receives insurance proceeds, shall be repaired or replaced promptly by the Association unless:

i. With regard to Unit damage, the Association delegates the repair or replacement responsibility to the Unit Owner;

ii. The Condominium is terminated;

iii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance;

iv. The repair or replacement is the responsibility of the Owner under Article 7 or any other provision of this Declaration; or

v. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or Limited Common Element which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by insurance shall be a general Common Expense, provided, however, that as further provided in Article 19 above, the owners of any damaged Unit(s) shall be responsible for (i) the costs of the repair of damage to the Unit and appurtenant Limited Common Elements not covered by the Association's insurance policy, whether due to the insurance deductible, exclusions or limitations in the Association's policy or otherwise, prorated among all damaged Units and appurtenant Limited Common Elements if multiple Units are damaged; and (ii) the costs of repairing damage to betterments, upgrades or other improvements to the Unit or any Limited Common Elements.

Notwithstanding anything to the contrary herein, the Board of Directors may perform emergency work to any portion of the Condominium Property (including the Units) essential to the preservation and safety of the property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith. If it is later determined that the work performed was the responsibility of a Unit Owner, the Board of Directors may assess the Owner back for such costs as a Service Charge.

20.2 Application of Insurance Proceeds**.** If all of the Common Elements are not completely repaired or replaced:

i. the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

ii. the insurance proceeds attributable to Common Elements which are not rebuilt, shall be distributed to such Unit Owners and their mortgagees; and

iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 22 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

Notwithstanding any other provision of this Declaration, during the period a Unit is under construction prior to the creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on such Unit and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

21. Eminent Domain. In the event of a total or partial taking under the powers of eminent domain, the Owners shall be represented by the Condominium acting through the Board of Directors. Eminent domain proceedings and awards shall be governed by Section 1601-107 of the Condominium Act.

22. Termination.

22.1 Termination. In accordance with the Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Unit Owners to which at least ninety percent (90%) of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Condominium Property to the Condominium Act.

22.2 Effect of Termination. Upon removal of the Condominium Property from the Condominium Act, the Unit Owners shall hold the Condominium Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority

against the resulting interest.

23. **Enforcement**.

23.1 Generally. A failure to comply with this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto shall entitle the Association or the Declarant to:

i. Take court action, including without limitation suit for injunctive relief,

ii. Take such further action as permitted under this Declaration, the Bylaws, and the Rules and Regulations,

iii. To impose fines and penalties in accordance with the Rules and Regulations adopted from time to time,

iv. Enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms; and/or

v. After reasonable notice from the Association to the Unit Owner, to suspend the voting rights of a Unit Owner and the rights of a Unit Owner's and any occupants of such Unit Owner's Unit to use and enjoy any and all of the Common Elements not essential to gain access to the Unit and to withhold services to such Unit Owner and such Owner's Unit; provided, however, that the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner if the effect of withholding the service would be to endanger the health, safety or property of any person.

The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding, or the successful defense of a lawsuit brought by an owner against the Association, or disputes over the interpretation of the Condominium Documents, the Association or Declarant, as applicable, shall be entitled to recover the costs of the proceeding, including reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum, if the Association or Declarant is the prevailing party.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Notwithstanding anything to the contrary stated herein, the Association shall not be obligated to take any action to enforce any covenant, use restriction, rule, or provision of this Declaration or the Bylaws that the Board, in exercise of its business judgment, determines is or is likely to be construed as inconsistent with applicable law, in any case in which the Board determines that the Association's position is not strong enough to justify taking such action or if the Board otherwise determines that enforcement action is not in the best interest of the Association. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the association from enforcing any other covenant, use restriction or rule.

23.2 Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or use the Common Elements unless and until the Association has sent or delivered written notice as provided in subsection A below. For purposes of this Section 23.2, a Violator is: (i) any Owner who violates the Condominium Documents; and (ii) in the event that any Occupant of a Unit violates the Condominium Documents, the Owner of the Unit occupied by the Occupant and/or that the Occupant is associated with.

A. *Notice*. If any provision of the Declaration or Bylaws or any Rule or Regulation of the Association is violated, the Board may send the Violator written notice identifying the violation and fine(s) or suspension(s) being imposed and advising the Violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and once notice and opportunity for hearing has been provided hereunder fines may be imposed on a per diem basis without further notice to the Violator.

B. *Hearing*. If a written request for hearing is received from the Violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Violator a reasonable opportunity to be heard. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

24. Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

25. Conflicting Provisions. If any provisions, of this Declaration shall be invalid or shall conflict with the Condominium Act, as amended, or if any provision of this Declaration conflicts with any other provision thereof or with any provision of the By-Laws, Plat or Plans then the following rules of construction shall be used:

A. In the event of a conflict between the Declaration and said Condominium Act, as amended, the provisions of the Condominium Act shall control; and

B. In the event of a conflict between this Declaration and the By-Laws, this Declaration shall control.

C. In the event of a conflict between this Declaration and the Plat and/or Plans, this Declaration shall control.

26. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

27. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the

number of violations or breaches which may occur.

28. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms reflecting the singular and plural.

29. **Declarant.** The term declarant shall include the Declarant and its successors and assigns. Successors and assigns shall include, but not be limited to, those succeeding to the Declarant's interest by foreclosure, deed in lieu of foreclosure, deed, grant or assignment. Successors and assigns shall not include individual Unit Owners. All rights of the Declarant contained in this Declaration, the By-Laws and Rules and Regulations shall pass to the successors and assigns of the Declarant. This Declaration, the By-Laws and Rules and Regulations may not be amended to affect the rights of the Declarant and its mortgagee(s), successors and assigns without the written consent of the Declarant and its mortgagee(s), successors and assigns.

30. **Disputes with Declarant and Arbitration**. 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 of Directors 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 Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, 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 in writing. 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 applicable law in any court having jurisdiction thereof.

31. **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium Property designed to make the Property safer than it otherwise might be. **EACH OWNER, FOR HIMSELF, HERSELF OR ITSELF, AND HIS, HER OR ITS TENANTS, LESSEES, OCCUPANTS, AND PERMITTEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT PROVIDERS OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY ON OR AT THE CONDOMINIUM PROPERTY. FURTHERMORE, NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DO THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM PROPERTY WILL NOT BE**

COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH UNIT OWNER TO PROTECT HIS, HER OR ITS PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER AND OCCUPANT. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND ALL TENANTS, LESSEES, AND PERMITTEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, TO APPURTENANT LIMITED COMMON ELEMENTS AND TO THE CONTENTS OF UNITS. NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ITS FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN.

32. Effective Date. This Declaration shall become effective when it and the Plat and Plan have been recorded in the York County Registry of Deeds

33. Disclosures. Each Unit Owner and Occupant acknowledge the following:

(a) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(b) Declarant makes no representations regarding the schools that currently or may in the future serve the Condominium Property.

(c) Since in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium Property that an Owner or occupant may find objectionable and that it shall be the sole responsibility of the Owners and occupants to become acquainted with neighborhood conditions which could affect the Unit.

(d) All Owners and occupants acknowledge and understand that Declarant will be engaging in other construction activities related to the construction of the Condominium Property and the surrounding Pearl Point neighborhood. Such construction activities may, from time to time, produce certain conditions in the Condominium Property, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; and/or (vii) temporary interruption of utilities and services; and/or (viii) other conditions that may threaten the security or safety of Persons in the Condominium Property. Notwithstanding the foregoing, all Owners and occupants agree that such conditions in the Condominium Property resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

(e) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future. Declarant makes no representations or warranties regarding the future development or use of other properties adjacent to or in the vicinity of the Condominium, which shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning ordinances, including without limitation, office, retail or other commercial uses. Any floor plans, renderings, models, drawings, and the like, which purport to depict such properties, or any portion thereof, are merely projections, which are subject to change and do not reflect an actual commitment to develop such properties in any particular manner. No Owner and Occupant shall rely on any projected plans for the future development of the properties adjacent to or in the

vicinity of the Condominium as an inducement to acquire or occupy a Unit.

(f) Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not be deemed to constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit or any portion thereof by its respective Owner and/or Occupant.

(g) No representations are made that the Units are or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmission between Units and Common Elements is inherent in multi- family construction and is not a construction defect. HVAC systems, plumbing, and concrete, tile and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective owner and/or occupant.

(h) The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Person that is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage shown thereon.

(i) The Condominium is located in an urban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors {from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living. While some steps may have been taken to mitigate sound in the design and construction of the building, the Units are not constructed to be totally soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including elevator motors, heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking, amenity areas, and the playing of music.

(j) Improvements may have been constructed on adjoining lands that encroach onto the Condominium property. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

(k) Elevators may malfunction from time to time and become stuck between levels for temporary periods. Neither Declarant nor the Association shall be liable for any such malfunctions.

(l) The use of any trash chute may create noise and vibration, and such noise and vibration shall not constitute an interference or disruption to the use and quiet enjoyment of the Units. The trash chute and related facilities may also emanate undesirable odors.

(m) Declarant makes no representations or warranties regarding the present or future availability of financing for the Units or the eligibility of the Condominium for approval by Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban

Development **("HUD"),** and any other entity that purchases, guarantees, and/or insures loans for condominium units.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this ____ day of _____, 2025.

SIGNED, SEALED and DELIVERED
in presence of:

Pearl Point 3B, LLC

By: _____, its Manager

_____

By:_____
Name: _____
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2025

Personally appeared the above named _____, Manager of Pearl Point 3B, LLC and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Pearl Point 3B, LLC.

Before me,

_____
Maine Attorney at Law/Notary Public

Exhibit A Legal Description of Land

Exhibit B Allocated Interests

Exhibit C Condominium Plat

Exhibit D Condominium Plans

Exhibit E Condominium Association Bylaws

DRAFT

EXHIBIT A

Unit B of the Pearl Point Master Condominium dated _____ and recorded in the York County Registry of Deeds in Book ____, Page ____, together with its associated rights in the common elements and limited common elements, situated in Biddeford, York County, Maine

EXHIBIT B

Percentage of Common Element Ownership Interests, Common Expense Liability and Vote.

Unit #	Percentage of Common Element Ownership Interests and Common Expense Liability	Vote
1	1.18%	1
2	1.18%	1
3	1.18%	1
4	1.18%	1
5	1.18%	1
6	1.18%	1
7	1.18%	1
8	1.18%	1
9	1.18%	1
10	1.18%	1
11	1.18%	1
12	1.18%	1
13	1.18%	1
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78	1.18%	1
79	1.18%	1
80	1.18%	1
81	1.18%	1
82	1.18%	1
83	1.18%	1

84	1.18%	1
85	1.18%	1

DRAFT

PLANTING NOTES

1. THE CONTRACTOR SHALL PREPARE PLANTING ZONES TO THE GRADES AND DEPTHS AS INDICATED ON THE DRAWING.
2. IF THE CONTRACTOR DETERMINES THE SUB-GRADE SOIL CONDITIONS ARE DELETERIOUS TO PLANT GROWTH OR WILL INHIBIT DRAINAGE, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY AND PRIOR TO INSTALLATION OF PLANT MATERIAL.
3. TOPSOIL SHALL BE FREE FROM SUBSOIL, STONES LARGER THAN 1", OR ANY UNDESIRABLE MATERIAL; CONTAIN 5% ORGANIC MATTER AND HAVE A pH SUITABLE TO THE LOCAL GROWING CONDITIONS.
4. ALL PLANTS TO BE SELECTED AND SEALED IN THE FIELD BY THE LANDSCAPE DESIGNER. OR SELECTED BY THE LANDSCAPE CONTRACTOR, AND APPROVED BY LANDSCAPE DESIGNER.
5. THE PLANT LIST IS PROVIDED AS A CONVENIENCE TO THE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANT COUNT SHOWN IN THE SCHEDULE AND THE DRAWING, THE DRAWING SHALL TAKE PRECEDENCE.
6. ALL TRANSPLANTED SHRUBS SHALL BE 'HEELED IN' OR HEAVILY MULCHED IN A SHADED AREA AND WATERED AS NECESSARY UNTIL THEY CAN BE PLANTED.
7. FINAL LOCATION OF ALL PLANTS TO BE DETERMINED IN THE FIELD BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIAL.
8. PLANTS SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS THE BORE TO EXISTING GRADE IN THE NURSERY.
9. CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL. CUT AND REMOVE AT LEAST 1/3-1/2 OF WIRE BASKET. NYLON ROPE AND / OR NYLON BALLING MATERIAL IS NOT ACCEPTABLE.
10. PLANT PERENNIALS AND GROUNDCOVER IN 6" DEEP TOPSOIL BED CONSISTING OF 2/3 TOPSOIL AND 1/3 HUMUS.
11. TOPSOIL AND SEED ALL AREAS DISTURBED AS A RESULT OF ANY AND ALL DISTURBANCES, CONSTRUCTION, OR STORAGE OF EQUIPMENT WHETHER SUCH AREAS ARE SHOWN ON THE PLANS OR NOT WITH CONSERVATION MEADOW MIX. (SEE GRADING PLAN L3.0)
12. ALL PLANTS AND ENTIRE SHRUB BEDS TO RECEIVE 6" OF CASSSELA'S ORGANICS OR EQUAL (40% COMPOST / 60% LOAM) AND A 3" LAYER OF DOUBLE SHREDDED HARDWOODBARK MULCH.
13. UPON COMPLETION OF THE ONE (1) YEAR PLANT GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING OR REMOVING ALL STAKES. THIS SHALL BE DONE IN CONSULTATION WITH THE LANDSCAPE ARCHITECT.
14. ALL TREE PLANTING AND REMOVAL TO COMPLY WITH LOCAL AND STATE TREE ORDINANCES.
15. IRRIGATION DESIGN BY OTHERS
16. FINAL PLANT LIST SUBJECT TO CHANGE BASED ON BUDGET AND OWNER'S APPROVAL
17. TREES TO BE PRUNED TO MAINTAIN A MAXIMUM HEIGHT OF 15? AT ALL TIMES.

PLANT SCHEDULE

ID	BOTANICAL NAME	COMMON NAME	QNT,	SIZE
DECIDUOUS TREES				
AL	AMELANCHIER 'LUSTRE'	SERVICEBERRY	8	8'-9'
AA	ACER X 'ARMSTRONG'	ARMSTRONG MAPLE	13	2" CAL.
CSP.	CRATAEGUS SP.	HAWTHORN 'WINTERKING'	7	8'-9'
PN	PINUS NIGRA	PITCH PINE	4	10'
SHRUBS / PERENNIALS / GRASSES / GROUND COVER / BULBS				
AV	AZALEA VISCOSUM	SWAMP AZALEA	5	5 GAL.
CS	CORNUS SERICEA	KELSEY DWARF REDTWIG	11	5 GAL.
DP	DENNSTAEDTIA PUNCTILOBULA	HAYSCENTED FERN	1,100	1 GAL.
CA	CLETHRA ALNIFOLIA	SUMMER SWEET	3	5 GAL.
KL	KALMIA LATIFOLIA	MOUNTAIN LAUREL	32	5 GAL.
IV	ILEX VERICILLATA	WINTERBERRY HOLLY	8	5 GAL.
N	NEPETA	WALKERS LOW	125	1 GAL
PA	PEROVSKIA ATRIPLICIFOLIA	LITTLE SPIRE	125	1 GAL
PM	PINUS MUGO	MUGO PINE	13	7 GAL
PS	PINUS STROBUS 'NAN'	WHITE PINE 'NANA'	4	7 GAL
RV	ROSA VIRGINIANA	VIRGINIA ROSE	8	5 GAL.
SA	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	2,212	1 GAL
SS	SALVIA X SYLVESTRIS	MAY NIGHT	105	1 GAL
VA	VACCINIUM ANGUSTIFOLIUM	LOWBUSH BLUEBERRY	50	2 GAL

SYMBOLS LEGEND

HARDSCAPE

- PRECAST CONCRETE STEPS
- 2" BLUESTONE PAVING
- UNIT PAVER MASONRY (GENESTE PORTLAND PLAZA PAVER XXL)
- UNIT PAVER MASONRY (TECHO BLOC HYDRA H25 RATED)
- PAVER
- STABILIZED TURF SEE CIVIL ENG. DETAILS
- BITUMINOUS PAVING SEE CIVIL ENG. DETAILS
- PIP RADIUS BRICK VENEERED CONCRETE BENCH W/ WOOD TOP
- SURFACE MOUNTED BICYCLE RACKS FORMS + SURFACE https://www.forms-surfaces.com/olympia-bike-rack
- BRICK CLAD RETAINING WALL
- RAISED BRICK CURB
- PRIVACY SCREEN | PARTITION (L2.1, DETAIL 8)
- 3' TALL BOLLARDS

PLANTS

- TURF GRASS
- PERENNIAL PLANTING BEDS
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- PROPOSED EVERGREEN SHRUB
- PROPOSED DECIDUOUS SHRUB

0 10 20 40 N

PLANNING BOARD SUBMISSION
NOT FOR CONSTRUCTION

Soren deNiord Design Studio
43 Wellwood Road
Portland, ME
04103
T: 207-400-2450
E: soren@sorendeniord.com

PEARL STREET: LOT 3

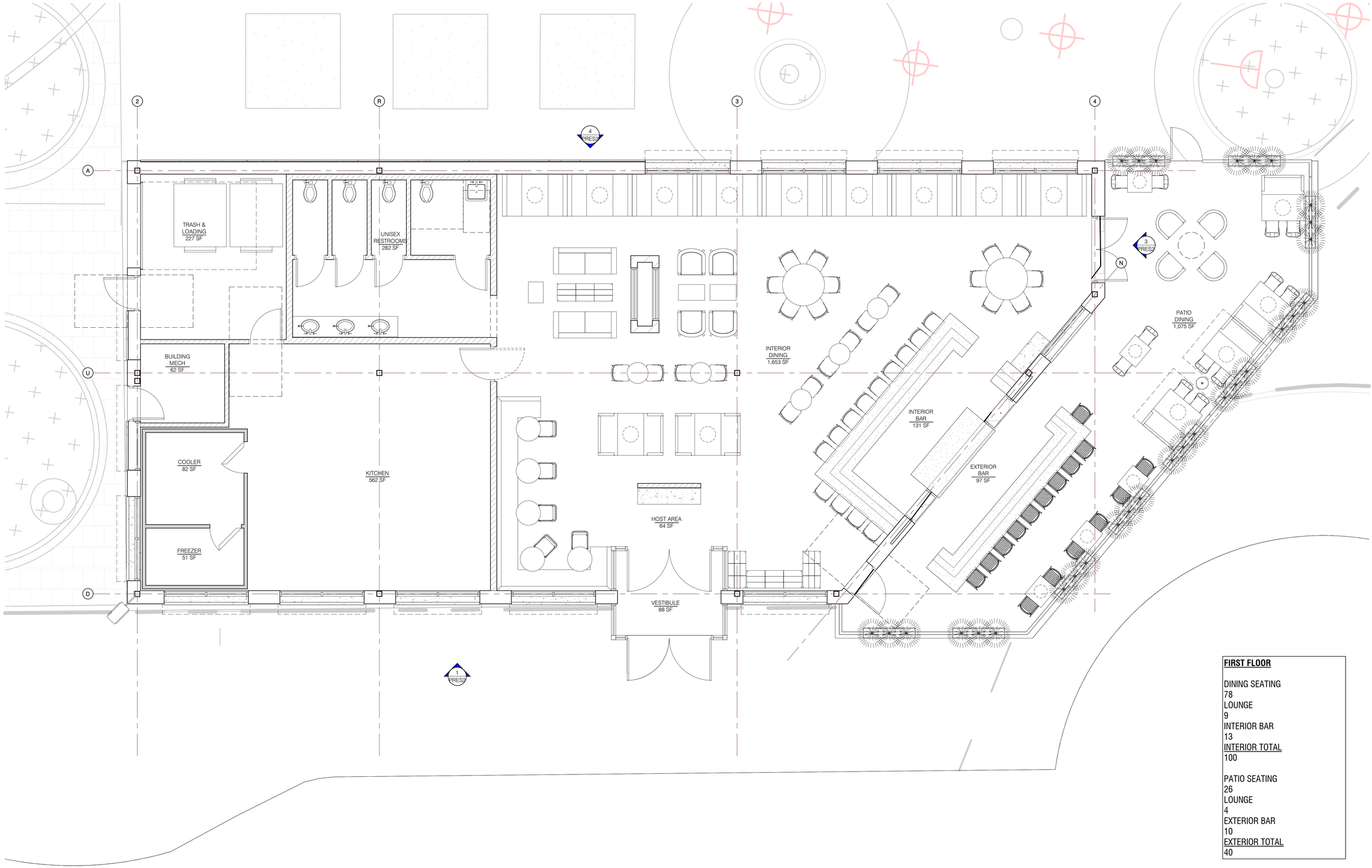
BIDDEFORD, MAINE

No:	Revision	Date:

issue:
date: AUGUST 26, 2025
scale: As Noted
drawn: XX
checked: XX

L1.0

LANDSCAPE PLAN



FIRST FLOOR

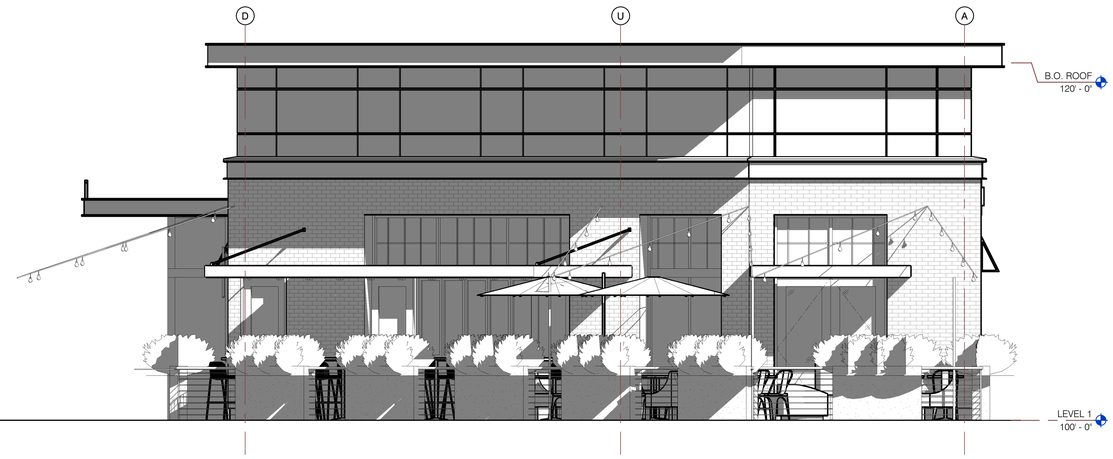
DINING SEATING
78
LOUNGE
9
INTERIOR BAR
13
INTERIOR TOTAL
100

PATIO SEATING
26
LOUNGE
4
EXTERIOR BAR
10
EXTERIOR TOTAL
40

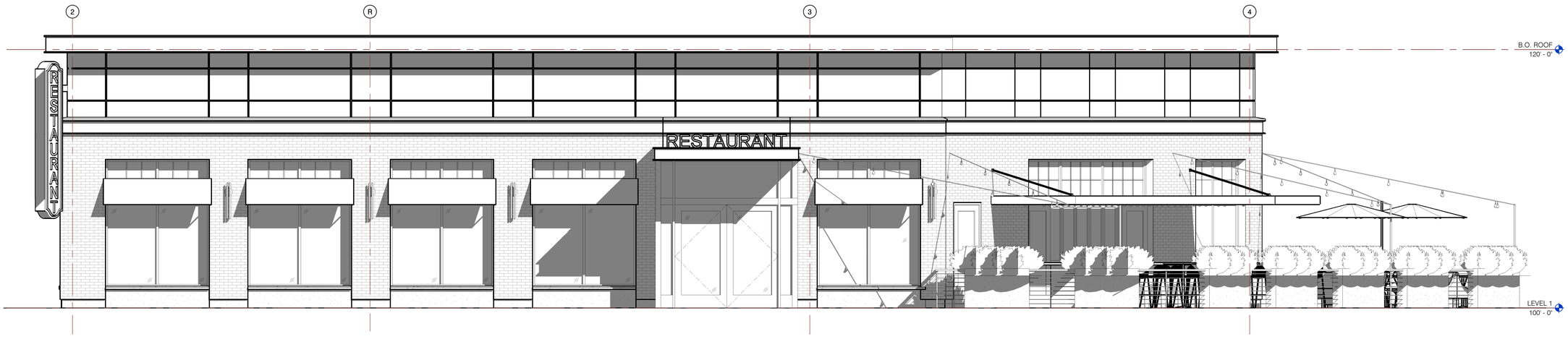
1 PRES1 UPDATED BUILDING PLAN
SCALE: 1/4" = 1'-0"

4 PRES2 EXTERIOR ELEVATION - NORTH
SCALE: 1/4" = 1'-0"

2 PRES2 EXTERIOR ELEVATION - WEST
SCALE: 1/4" = 1'-0"



3 PRES2 EXTERIOR ELEVATION - EAST
SCALE: 1/4" = 1'-0"



1 PRES2 EXTERIOR ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"

1 SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

2 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

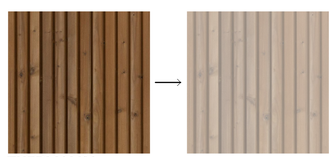
0 8' 16' 24'

WEATHERING STEEL PANEL: ACCENT PANEL, SMOOTH FINISH

WEATHERING STEEL PANEL: CORRUGATED, 1/4" | 1/2" | 7/8", 24 GAUGE

WEATHERING STEEL PANEL: ACCENT PANEL, WESTERN REVEAL

FIBER CEMENT PANEL: 4' X 8' VERTICAL PANEL



THERMALLY MODIFIED WOOD: LUNAWOOD PANEL, NORDIC PINE, OR SIM.

NORTH & SOUTH ELEVATIONS

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(207) 842-2888 kaplanthompson.com

Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003

1 WEST ELEVATION
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

2 EAST ELEVATION
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

WEATHERING STEEL PANEL: ACCENT PANEL, SMOOTH FINISH

WEATHERING STEEL PANEL: CORRUGATED, 1/4" | 1/2" | 7/8", 24 GAUGE

WEATHERING STEEL PANEL: ACCENT PANEL, WESTERN REVEAL

FIBER CEMENT PANEL: 4' X 8' VERTICAL PANEL

THERMALLY MODIFIED WOOD: LUNAWOOD PANEL, NORDIC PINE, OR SIM.

EAST & WEST ELEVATIONS

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Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003

1 WEST ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

THERMALLY MODIFIED WOOD: LUNAWOOD PANEL, NORDIC PINE, OR SIM.

CAST CONCRETE FORM LINER: AP SYSTEM #407-M, BROOM FINISH PRECAST

2 EAST ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

EAST & WEST ELEVATIONS, TOWNHOMES

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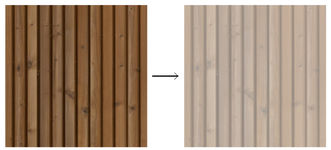
(207) 842-2888 kaplanthompson.com

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005

1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'



THERMALLY MODIFIED WOOD:
LUNAWOOD PANEL, NORDIC PINE, OR SIM.

CAST CONCRETE FORM LINER:
AP SYSTEM #407-M, BROOM FINISH PRECAST

2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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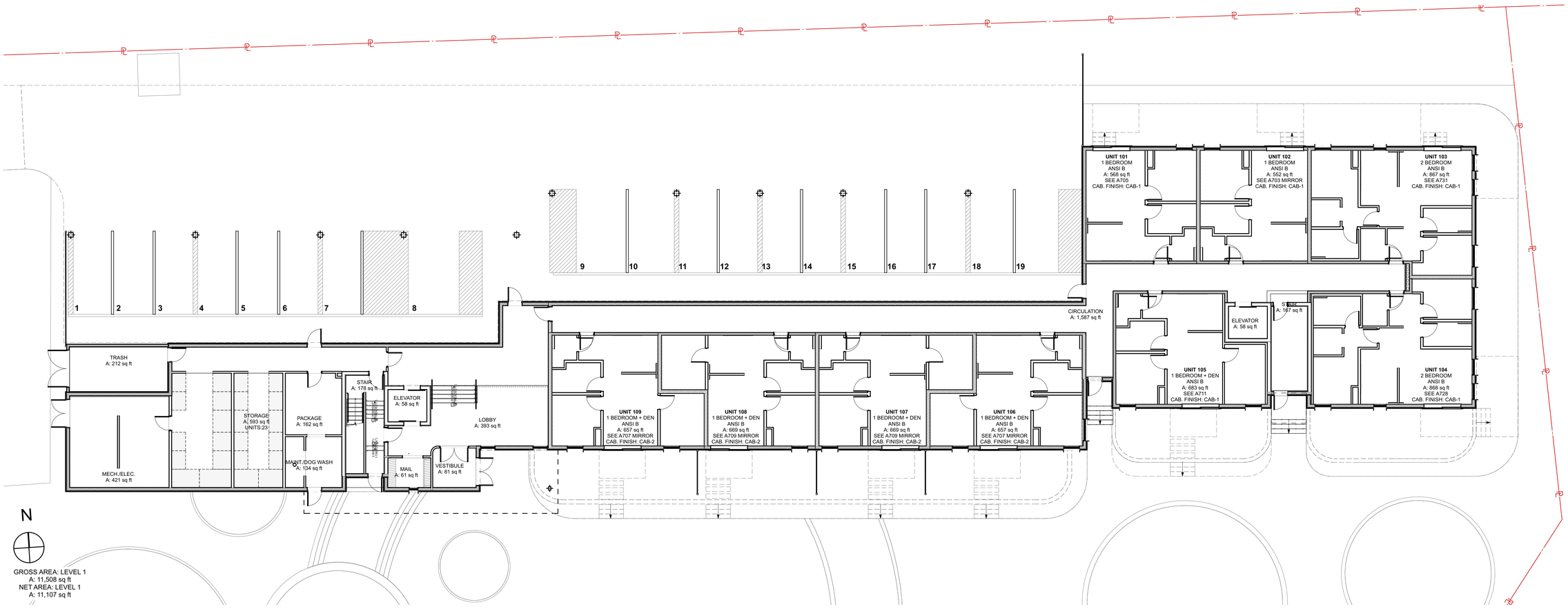
NORTH & SOUTH ELEVATIONS, TOWNHOMES

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005



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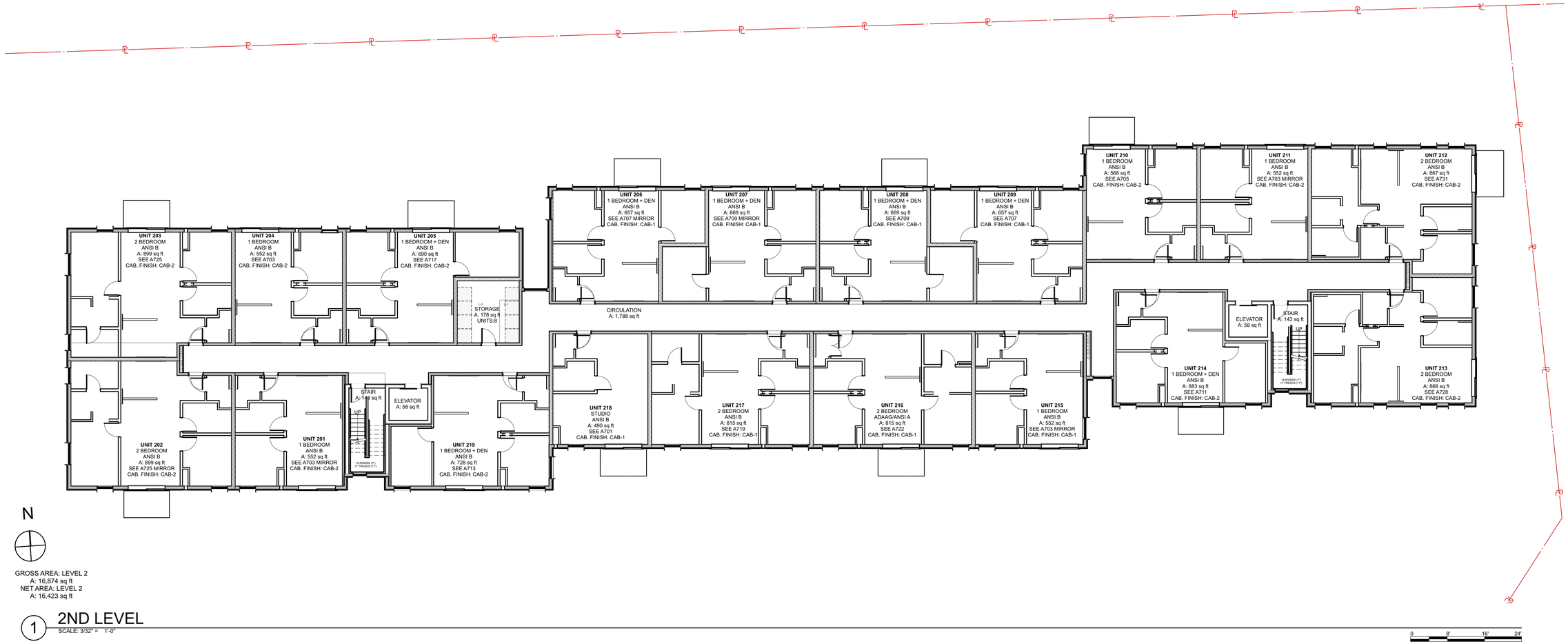
GROUND LEVEL FLOOR PLAN

Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003



GROSS AREA: LEVEL 2
A: 16,874 sq ft
NET AREA: LEVEL 2
A: 16,423 sq ft

1 2ND LEVEL
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

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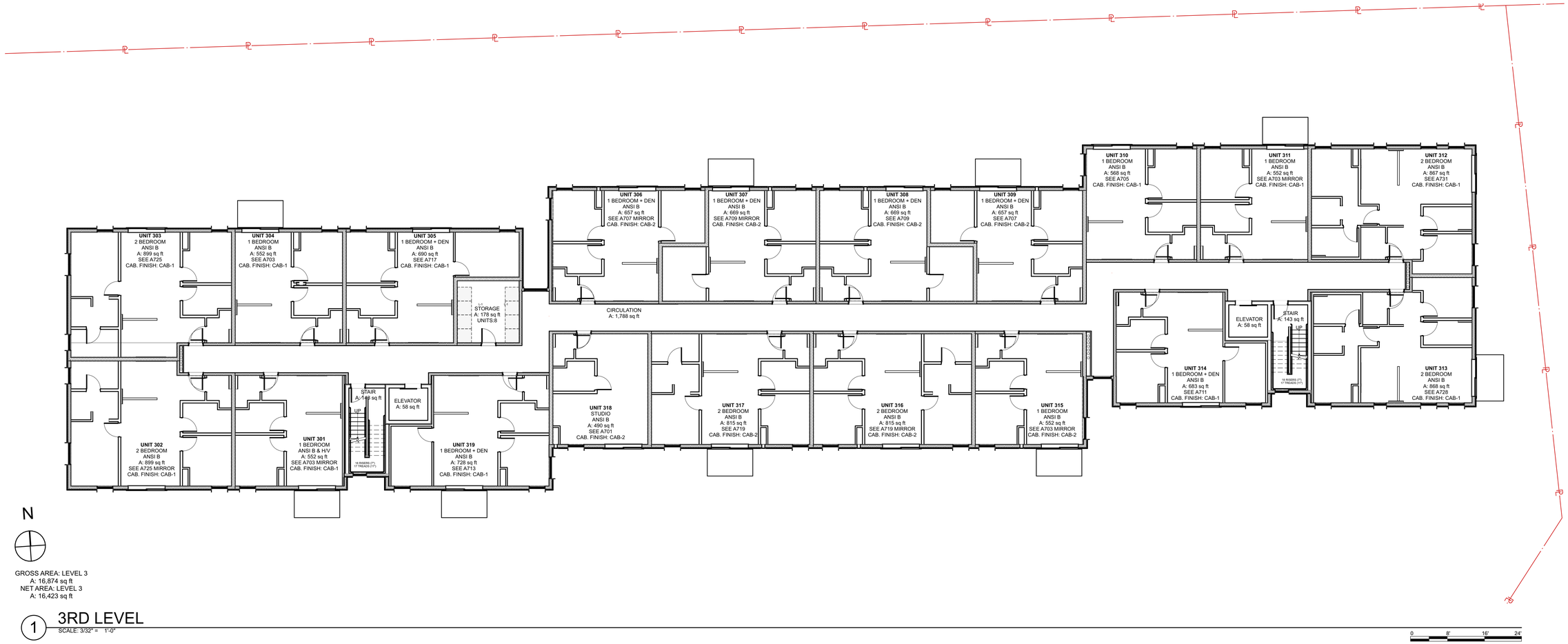
2ND LEVEL FLOOR PLAN

Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003



GROSS AREA: LEVEL 3
A: 16,874 sq ft
NET AREA: LEVEL 3
A: 16,423 sq ft

1 3RD LEVEL
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

3RD LEVEL FLOOR PLAN

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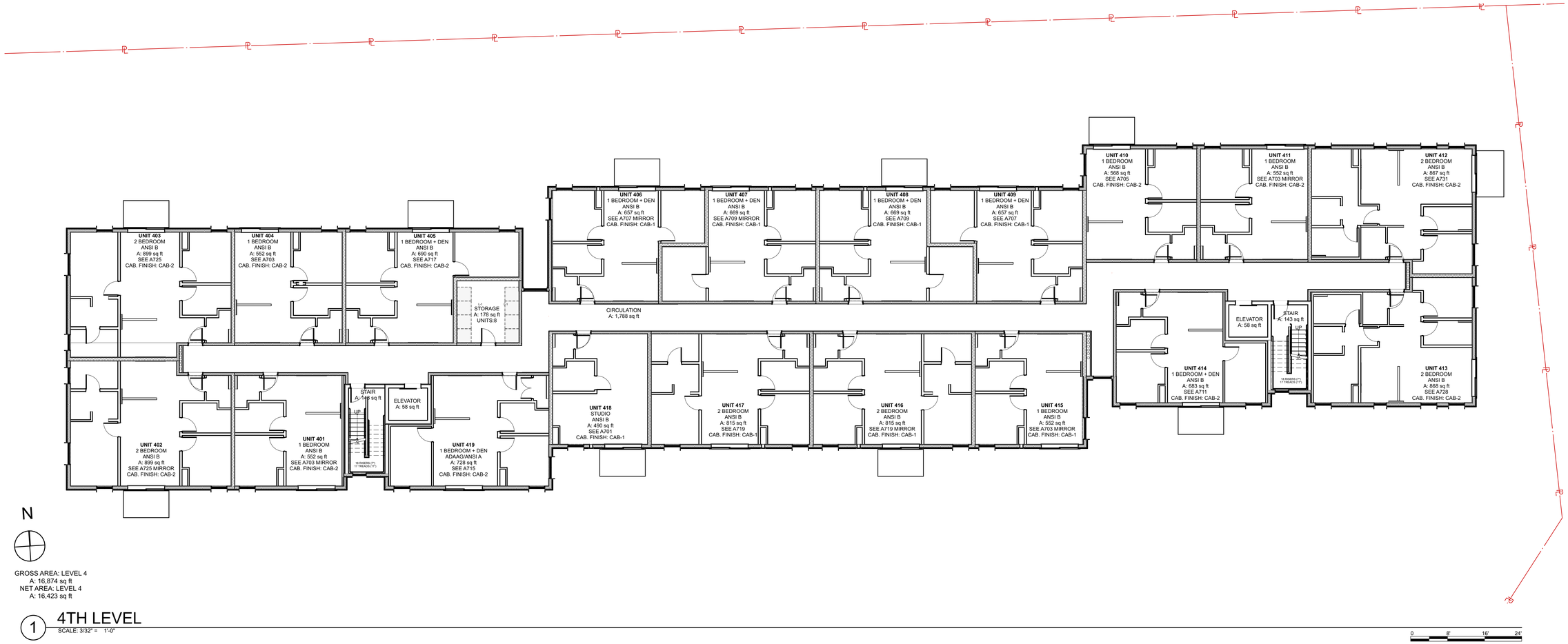
Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003



GROSS AREA: LEVEL 4
A: 16,874 sq ft
NET AREA: LEVEL 4
A: 16,423 sq ft

1 4TH LEVEL
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

4TH LEVEL FLOOR PLAN

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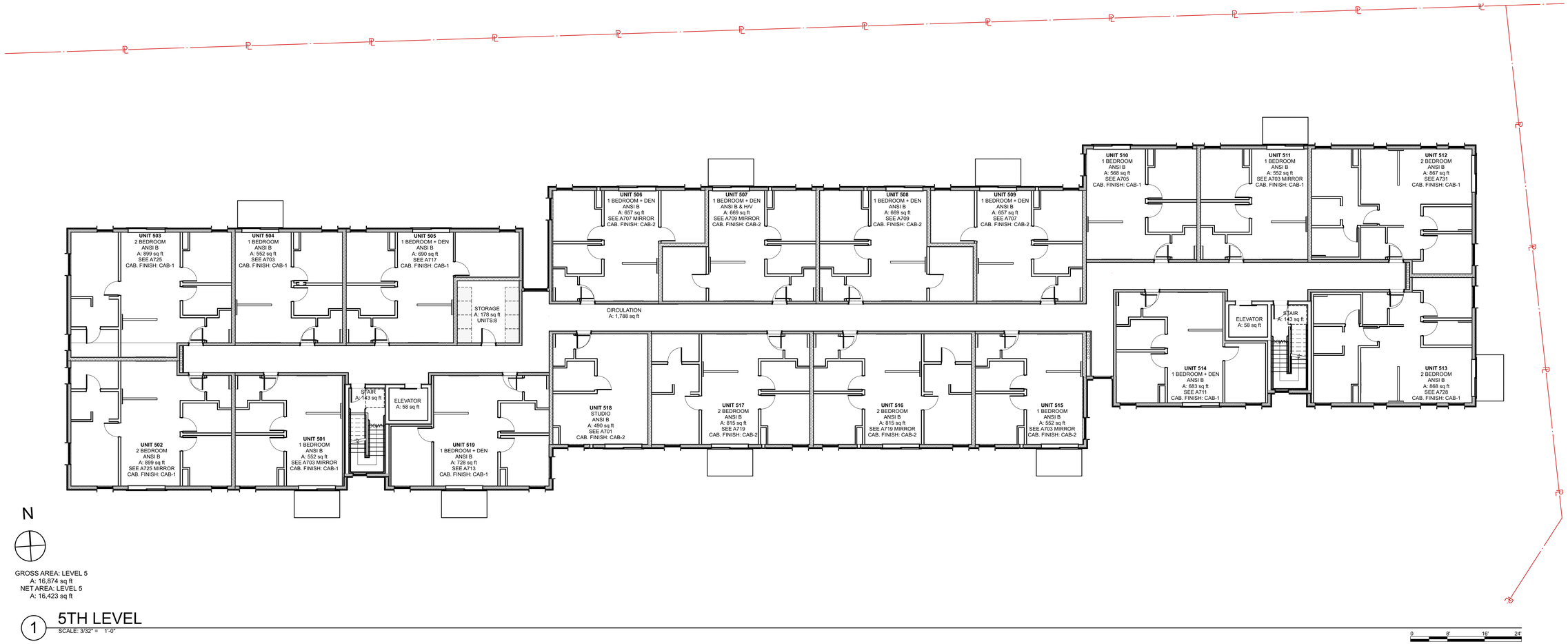
Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003



GROSS AREA: LEVEL 5
A: 16,874 sq ft
NET AREA: LEVEL 5
A: 16,423 sq ft

1 5TH LEVEL
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

5TH LEVEL FLOOR PLAN

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Pearl Street 3B

Fathom Companies
Pearl Street Biddeford ME 04003

FIBER CEMENT PANEL 1:
4' X 8' VERTICAL PANEL

FIBER CEMENT PANEL 2:
2' X 4' VERTICAL PANEL

SLATE STONE TILE:
VERMONT STRUCTURAL SLATE, GRAYSON NATURAL CLEFT FINISH

CAST CONCRETE FORM LINER:
AP SYSTEM #331-C, RANDOM STRIATED RIB PRECAST

1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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SOUTH ELEVATION, BUILDING A

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005

FIBER CEMENT PANEL 1:
4' X 8' VERTICAL PANEL

FIBER CEMENT PANEL 2:
2' X 4' VERTICAL PANEL

SLATE STONE TILE:
VERMONT STRUCTURAL SLATE, GRAYSON NATURAL CLEFT FINISH

CAST CONCRETE FORM LINER:
AP SYSTEM #331-C, RANDOM STRIATED RIB PRECAST

1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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NORTH ELEVATION, BUILDING A

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005

FIBER CEMENT PANEL 1:
4' X 8' VERTICAL PANEL

FIBER CEMENT PANEL 2:
2' X 4' VERTICAL PANEL

SLATE STONE TILE:
VERMONT STRUCTURAL SLATE, GRAYSON NATURAL CLEFT FINISH

CAST CONCRETE FORM LINER:
AP SYSTEM #331-C, RANDOM STRIATED RIB PRECAST

2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

EAST & WEST ELEVATIONS, BUILDING A

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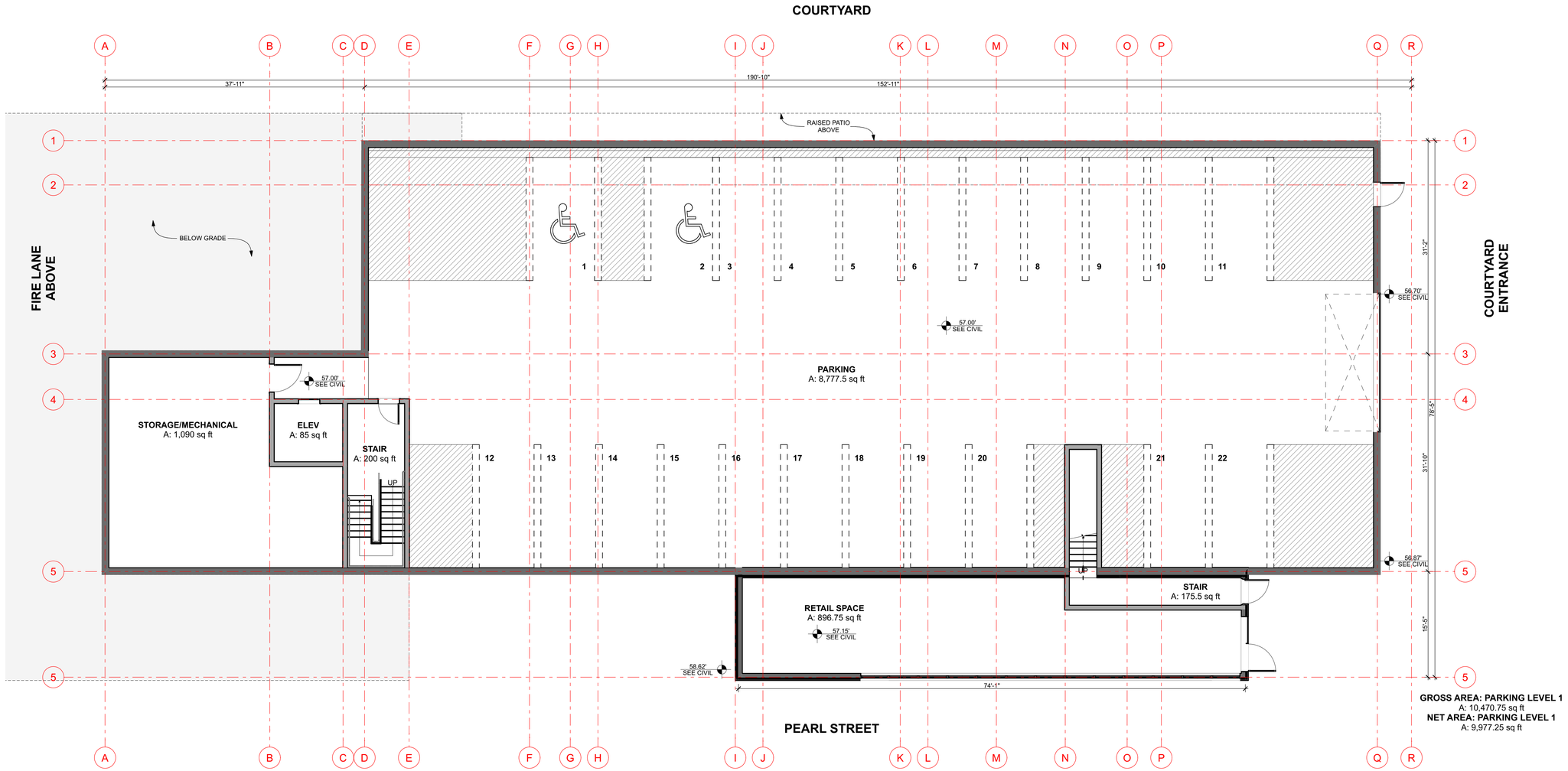
Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005



1 COURTYARD/PARKING LEVEL
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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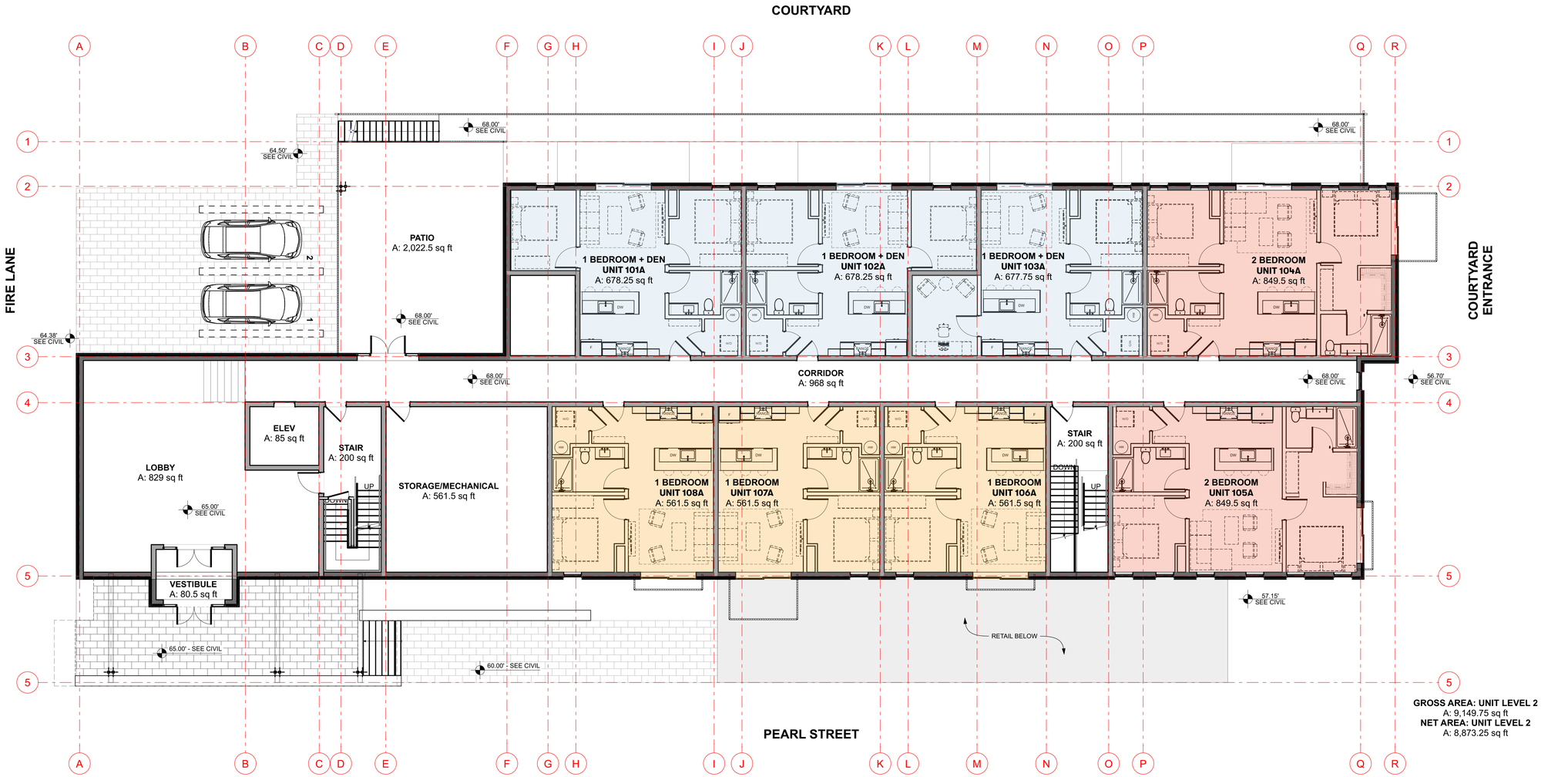
COURTYARD/PARKING LEVEL FLOOR PLAN, BUILDING 3A

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005



GROSS AREA: UNIT LEVEL 2
A: 9,149.75 sq ft
NET AREA: UNIT LEVEL 2
A: 8,873.25 sq ft

1 FIRE LANE/UNIT LEVEL
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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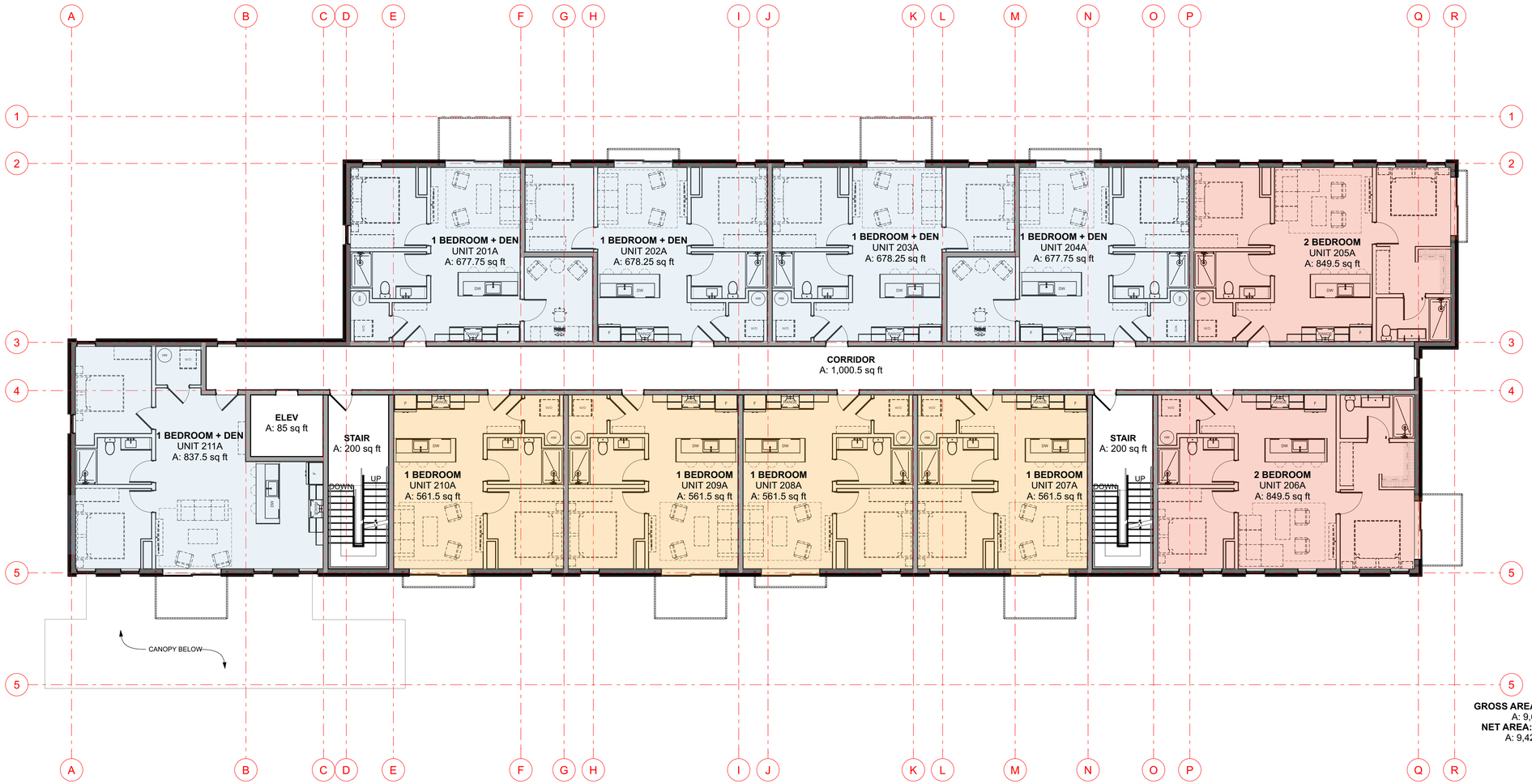
FIRE LANE/UNIT LEVEL FLOOR PLAN, BUILDING 3A

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005



GROSS AREA: UNIT LEVEL 3
A: 9,693 sq ft
NET AREA: UNIT LEVEL 3
A: 9,421.25 sq ft

1 UPPER LEVELS, TYP.
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

TYPICAL FLOOR PLAN, UPPER LEVELS BUILDING 3A

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Lot 3
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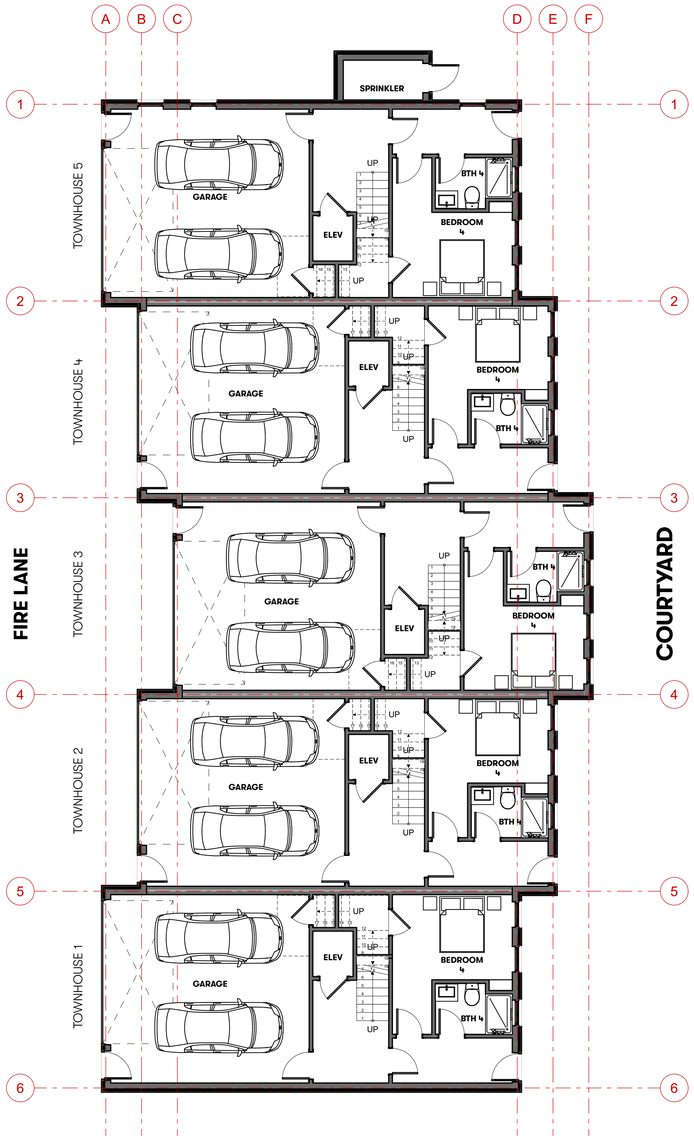
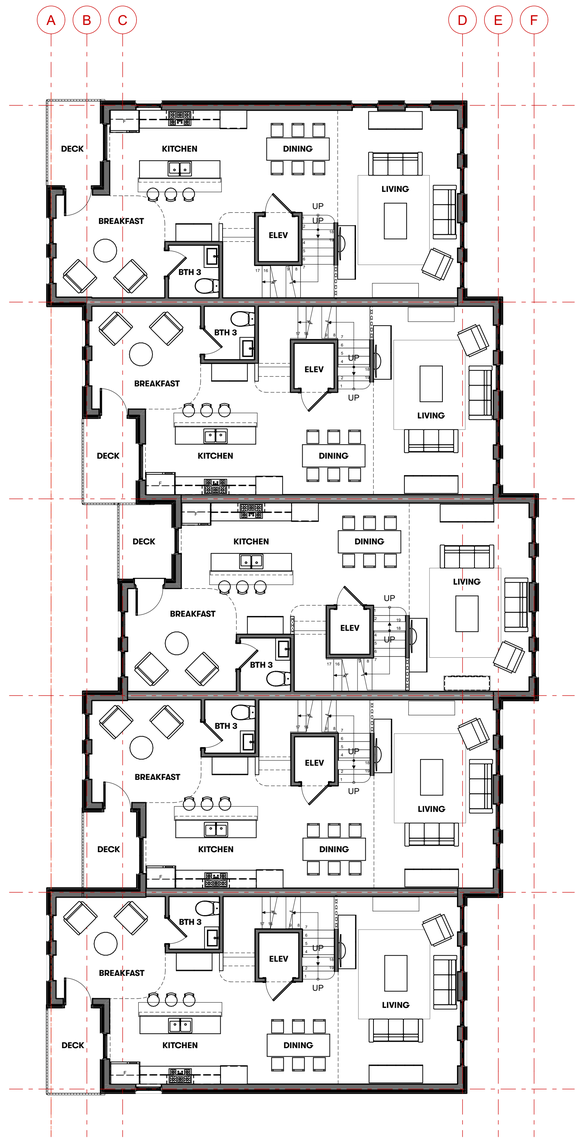
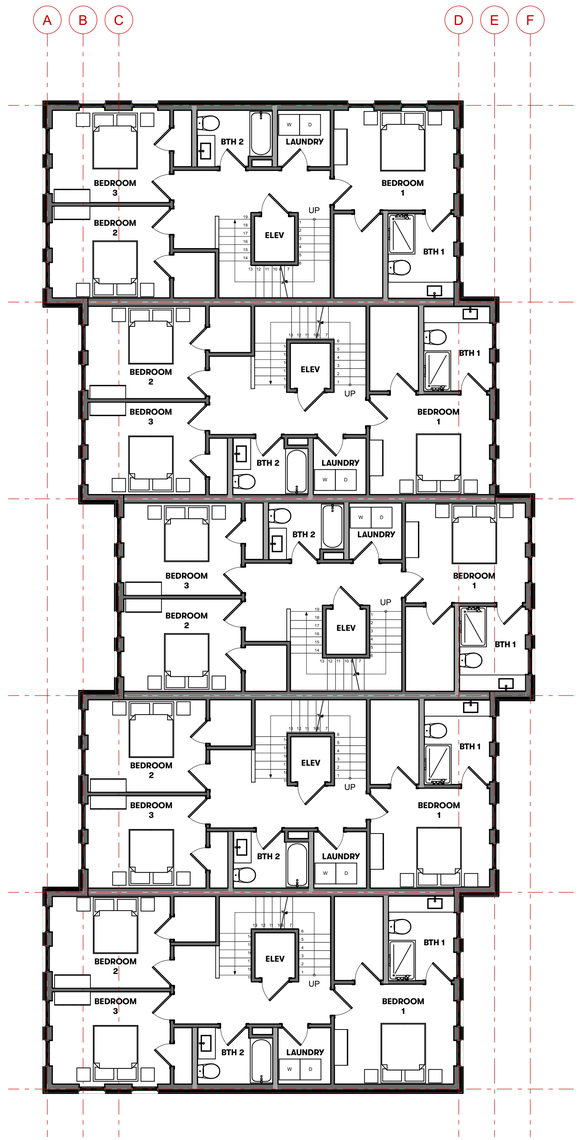
Pearl Street Biddeford ME 04005



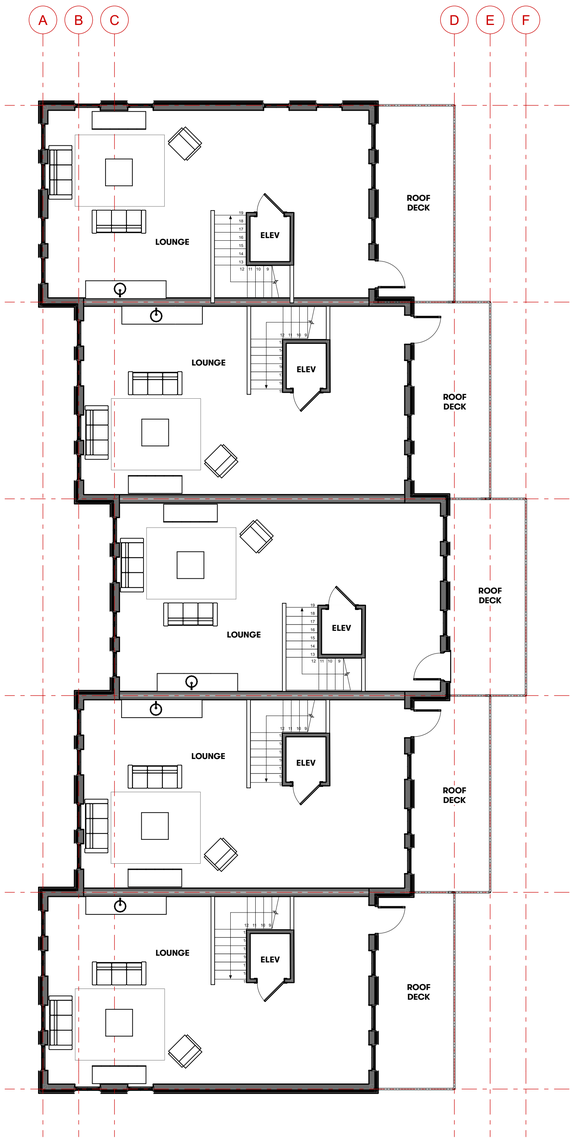
1 GROUND LEVEL
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



2 SECOND LEVEL
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



3 THIRD LEVEL
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



4 FOURTH LEVEL
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

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TOWNHOME FLOOR PLANS

Lot 3
Fathom Companies
Pearl Street Biddeford ME 04005

8/18/25

PEARL STREET (LOT 3) REDEVELOPMENT

3 LINCOLN, LLC
BIDDEFORD, ME

LEGEND

EXISTING

REFER TO THE EXISTING CONDITIONS PLAN FOR ADDITIONAL INFORMATION

PROPOSED

TURF PAVER
PAVEMENT
CONCRETE
STONE DUST
BRICK PAVER
LANDSCAPED AREA
GRAVEL
STRIPING
EROSION CONTROL MIX BERM — ECB —
EDGE OF PAVEMENT
CURB
FENCE
SIGN
LIGHTING BOLLARD
LAMP OR LIGHT POLE
UTILITY POLE
GUY WIRE
WATER VALVE
SEWER VALVE
GAS VALVE
FIRE HYDRANT
SEWER MANHOLE
SEWER PUMP STATION
CATCH BASIN
DRAIN MANHOLE
TELECOM/ELECTRICAL MANHOLE
UNDERGROUND ELECTRIC LINE — UGE —
UNDERGROUND TELECOM/CABLE — UGT/C —
UNDERGROUND WATER LINE — UW —
MINOR CONTOURS (1 FT) — 64 —
MAJOR CONTOURS (5 FT) — 65 —
GAS LINE — GAS —
STORM DRAIN LINE
SEWER LINE — FM — S —
EXISTING/PROPOSED BUILDING
OVERHEAD ELECTRICAL/TELEPHONE/CABLE — OHE/T/C —
PROPERTY LINE

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C-20	UTILITY PLAN
C-30	GRADING & DRAINAGE PLAN
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C-49	EROSION & SEDIMENTATION CONTROL DETAILS

CALL BEFORE YOU DIG
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1-888-344-7233

UTILITIES

SEWER:

CITY OF BIDDEFORD ENGINEERING DEPARTMENT
205 MAIN STREET
BIDDEFORD, MAINE 04005
CONTACT: TOM MILLIGAN, P.E.
(207) 284-9118

WATER:

MAINE WATER COMPANY
93 INDUSTRIAL PARK ROAD
SACO, MAINE 04072
CONTACT: MARCUS KNIPP
(207) 282-1543

ELECTRIC:

CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: JAY AGRESTE
(207) 207-842-2367

TELEPHONE:

CONSOLIDATED COMMUNICATIONS
45 FOREST AVENUE
PORTLAND, MAINE 04101
CONTACT: JAY CUNHA
(207) 745-9363

CABLE:

SPECTRUM CABLE
118 JOHNSON ROAD
PORTLAND, MAINE, 04102
CONTACT: DAN MINCHEV
(207) 253-2334

NATURAL GAS:

UNITIL SERVICE CORP.
376 RIVERSIDE INDUSTRIAL PARKWAY
PORTLAND, MAINE 04103
CONTACT: SCOTT CARPENTER
(207) 541-2543

TELECOMUNICATIONS

FIRSTLIGHT FIBER
PORTLAND, MAINE
CONTACT: MIKE ELLINGWOOD
(888)-832-4976

WAIVERS:
1. THE PROJECT PROPOSES TO WAIVE THE COMMERCIAL PARKING REQUIREMENT FROM THE CITY OF BIDDEFORD LAND DEVELOPMENT REGULATIONS PART III – ARTICLE VI – SECTION 49 OFF-STREET PARKING AND LOADING

TOTAL DISTURBED AREA: 99,237 SF
PROJECT AREA: 90,629 SF

PERVIOUS LAND AREA
EXISTING: NEARLY 5,755± SF (MERC FACILITY)
PROPOSED: 22,652 SF

IMPERVIOUS LAND AREA
EXISTING: 84,874± SF (MERC FACILITY)
PROPOSED: 67,977 SF

BUILDING ROOF AREA
EXISTING: 65,000± SF
PROPOSED: 31,056 SF

PROJECT TEAM

DEVELOPER:

3 LINCOLN, LLC
PORTLAND, MAINE
CONTACT: JIM BRADY
(207) 317-2818

ARCHITECT:

KAPLAN THOMPSON ARCHITECTS
PORTLAND, MAINE
CONTACT: JESSE THOMPSON, R.A.
(207) 842-2888

SURVEYOR:

OWEN HASKELL, INC.
FALMOUTH, MAINE
CONTACT: RANDY LOUBIER, PLS
(207) 774-0424

CIVIL ENGINEER:

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: PETER F HEIL, P.E.
(207) 775-2655

LANDSCAPE ARCHITECT:

SOREN DENIORD DESIGN STUDIO
PORTLAND, MAINE
CONTACT: SOREN DENIORD
(207) 400-2450

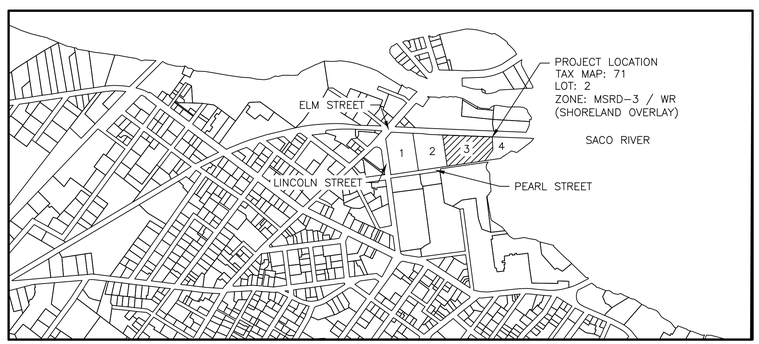
GEOTECHNICAL ENGINEER:

SUMMIT GEOENGINEERING SERVICES
FARMINGDALE, MAINE
CONTACT: BILL PETERLEIN, P.E.
(207) 318-7761

STRUCTURAL ENGINEER:

THORNTON TOMASETTI
PORTLAND, MAINE
CONTACT: MATT LEGERE, P.E.
(207) 245-6060

PLANNING BOARD NUMBER	2024.55 (& 2022.02)
EXISTING USE	VACANT LOT (PREVIOUSLY MERC FACILITY)
PROPOSED USE	APARTMENTS/RESTAURANT
DRAINAGE WATERSHED	SACO RIVER
MS4 URBANIZED AREA	YES
NEARBY NATURAL RESOUCES	YES (SACO RIVER)
WITHIN 100-YEAR FLOOD ZONE	NO
PUBLIC ROAD PROPOSED	NO
PRIVATE ROAD PROPOSED	NO
PUBLIC SEWER CONNECTION	YES
PUBLIC STORMDRAIN CONNECTION	YES
ZONING INFORMATION	MSRD3 & WATER RENAISSANCE (WR) SHORELAND OVERLAY DISTRICTS



VICINITY MAP
1" = 200'

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CL	CENTERLINE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARD
DI	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
HDPE	HIGH DENSITY POLY ETHYLENE
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDEP	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
M.E.P	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC
VIF	VERIFY IN FIELD

PERMITTING
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY	DATE
SKETCH PLAN	PFH	10/23/24
PRELIMINARY	PFH	10/20/22
DEP SW AMENDMENT	PFH	11/7/22
SRCC	PFH	1/4/23
FINAL SITE PLAN	PFH	7/11/23
SITE PLAN AMENDMENT	PFH	6/11/25
COMMENT RESPONSE	PFH	8/6/25
COMMENT RESPONSE II	PFH	8/18/25
COMMENT RESPONSE III	PFH	8/26/25

DRAWING NAME: COVER SHEET & LEGEND
PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE
OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

THE PLANS, SPECIFICATIONS AND ELECTRONIC FILES PREPARED BY ACORN ENGINEERING, INC. ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. ACORN ENGINEERING, INC. SHALL BE DEEMED THE AUTHOR AND OWNER OF SUCH INSTRUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO. NO PART OF THESE INSTRUMENTS SHALL BE DISCLOSED TO OR USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN PERMISSION OF ACORN ENGINEERING, INC. OR, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
ATTN: PETER F. HEIL, P.E.
PO BOX 317, FALMOUTH, MAINE 04101
(207) 775-2655

FILE: 1124_CIVIL
JN: 1124
SCALE: AS NOTED
DESIGNED BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-01

GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE ANY POTENTIAL CONFLICTS WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN. IF DEEMED NECESSARY BY THE OWNER OR OWNER'S REPRESENTATIVE (IF APPLICABLE), ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.

3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.

4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF BIDDEFORD AND SERVICING UTILITY REQUIREMENTS, IF ANY. IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SPECIFICATION SHALL APPLY AT NO ADDITIONAL COST TO THE OWNER.

5. THE SITE CONTRACTOR SHALL MAINTAIN A SET OF PAPER AND CAD DRAWINGS WHICH SHALL RECORD THE ACTUAL LOCATION, DIMENSIONS, ELEVATIONS, MATERIALS OF THEIR WORK, INDICATING THEREON ALL VARIATIONS FROM THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, IN .DWG FORMAT AND PAPER, STAMPED "AS-BUILT". IF AUTOCAD CAPABILITY IS NOT AVAILABLE, EXCLUDE FROM BID IN WRITING.

6. THE CONTRACTOR WILL REMAIN SOLELY AND COMPLETELY RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH 1) ALL CONTRACT PLANS AND SPECIFICATIONS, 2) APPLICABLE INTERNATIONAL BUILDING CODE REQUIREMENTS, AND 3) ALL SITE WORKING CONDITIONS AND SAFETY REQUIREMENTS, DAY AND NIGHT, FOR BOTH PERSONS AND PROPERTY, IN EACH CASE BOTH BY THE CONTRACTOR AND ITS SUBCONTRACTORS. THESE INCLUDE ALL OSHA, NIOSH, U.S. EPA AND ANY OTHER APPLICABLE GOVERNMENTAL REGULATIONS.

7. EXISTING CONDITIONS, BOUNDARY SURVEY, AND TOPOGRAPHY FROM THE PLAN TITLED EXISTING CONDITIONS SURVEY BY OWEN HASKELL, DATED 2/28/25.

8. SUBSURFACE DATA TO BE INCLUDED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT, PREPARED BY SUMMIT GEOENGINEERING SERVICES, DATED 6/14/22, PRIOR TO SUBMITTING A BID.

9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS THOUGH THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE BIDDEFORD DEPARTMENT OF PUBLIC WORKS AND ENGINEERING DEPARTMENT ROUTINELY REGARDING TEMPORARY IMPACTS OR CHANGES TO SITE ACCESS CONDITIONS.

10. CONSTRUCTION MANAGEMENT PLAN AND SITE LOGISTICS NARRATIVE SHALL BE REFERRED TO FOR ANTICIPATED PROJECT SCHEDULE AND CLOSURES. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

11. CONTRACTOR TO DETERMINE SOIL CLASSIFICATION INDEPENDENTLY FOR TRENCH, SHORING, AND OTHER SIMILAR CONSTRUCTION MEANS AND METHODS APPLICATIONS.

12. NO HOLES, TRENCHES, OR STRUCTURES SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT IN ANY AREA ACCESSIBLE TO THE PUBLIC OR WITHIN THE PUBLIC RIGHT-OF-WAY.

13. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION SURVEY OF INTERIOR SUBGRADE AND ABOVE GRADE ACCESSIBLE WALLS, CEILINGS, FLOORS, ROOF AND VISIBLE EXTERIOR AS VIEWED FROM THE GRADE LEVEL. THIS SHALL BE COMPLETED AT A MINIMUM FOR ADJACENT STRUCTURES AND STRONGLY RECOMMENDED FOR STRUCTURES DIRECTLY ACROSS THE SITE ALONG PEARL STREET. A COPY OF THE SURVEY SHOULD BE PROVIDED TO THE OWNER. DOCUMENT WITH PICTURES AT A MINIMUM.

14. THE CONTRACTOR SHALL SURVEY ROCK SURFACE PRIOR TO EXCAVATION AND DEVELOP VOLUME CALCULATIONS TO SHARE WITH THE ENGINEER, ACORN ENGINEERING INC. (ACORN), IF ANY.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL TREES AND SHRUBS ON THE PROJECT WHICH ARE NOT TO BE REMOVED.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY TRENCH PAVEMENT THAT HAS EXPERIENCED EXCESSIVE SETTLEMENT, CRACKING, OR OPENING OF JOINTS. REPAIRS MAY INCLUDE OVERLAY. REMOVAL OF WORK MAY BE NECESSARY AFTER THE FINAL ACCEPTANCE OF WORK OR PRIOR TO THE END OF THE WARRANTY PERIOD. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

CIVIL SITE NOTES:

1. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO ACORN TO MODIFY THE CONTRACT DOCUMENTS.

2. ALL SHOP, ERECTION, AND CONSTRUCTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMISSION FOR ACORN'S REVIEW. ANY UNCHECKED OR NON-STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.

3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY ACORN OF ANY DISCREPANCIES PRIOR TO PROCEEDING.

4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.

5. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOR IS EVERY EXCEPTION CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.

6. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

7. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.

8. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.

9. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING THE CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.

10. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED. PRIOR TO BACKFILLING, CONCRETE SHALL BE CURED PER STRUCTURAL ENGINEER'S SPECIFICATIONS.

11. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE, IF APPLICABLE.

12. ALL PAVEMENT JOINTS SHALL BE SAWCUT AND APPLIED WITH TACK COAT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.

13. ACORN BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND SITE OBSERVATION VISITS DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.

14. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CRF PART 1926.650-.652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).

15. ALL TRENCH PAVEMENT REPAIR SHALL BE COMPLETED WITH THE USE OF A STREET PAVER WITH A SCREED WIDTH CAPABLE OF SPANNING THE FULL WIDTH OF THE TRENCH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

SPECIAL INSPECTION NOTES

1. ALL SITE SOILS-RELATED WORK AND FOOTING EXCAVATIONS PRIOR TO PLACING FORMS SHALL BE REVIEWED BY THE PROJECT GEOTECHNICAL ENGINEER.

2. ALL SITE DRAINAGE-RELATED WORK SHALL BE REVIEWED BY ACORN ENGINEERING.

3. NORMAL REVIEWS BY LOCAL BUILDING DEPARTMENT. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.

4. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.

5. SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

   5.1. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO OBSERVE AND/OR TEST THE WORK ASSIGNED AND OUTLINE ABOVE FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION.

   5.2. THE SPECIAL INSPECTOR SHALL FURNISH REGULAR REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT AND ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. PROGRESS REPORTS FOR CONTINUOUS INSPECTION SHALL BE FURNISHED WEEKLY. INDIVIDUAL REPORTS OF PERIODIC INSPECTIONS SHALL BE FURNISHED WITHIN ONE WEEK OF INSPECTION DATES. THE REPORTS SHALL NOTE UNCORRECTED DEFICIENCIES, AND NET CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE ENGINEER OF RECORD.

   5.3. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT WITHIN TEN DAYS OF THE FINAL INSPECTION STATING WHETHER THE WORK REQUIRING A SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE AND BELIEF, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE INTERNATIONAL BUILDING CODE. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE REPORT.

   5.4. SPECIAL INSPECTOR SHALL BE EMPLOYED BY OWNER AND COORDINATED BY THE CONTRACTOR.

LAYOUT NOTES:

1. MONUMENTS DELINEATING PROPERTY LINES OR RIGHT OF WAYS SHALL NOT BE DISTURBED DURING CONSTRUCTION OPERATIONS. IN THE CASE A MONUMENT IS DISTURBED, AT THE CONTRACTOR'S EXPENSE, THE MONUMENT SHALL BE RESET TO ITS ORIGINAL LOCATION AND ELEVATION BY A LICENSED PROFESSIONAL LAND SURVEYOR.

2. ALL DIMENSIONS ON THE FOLLOWING SHEETS TAKE PRECEDENT OVER SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE DRAWING/DETAIL HAS BEEN SCALED AS ACCURATELY AS POSSIBLE, AND THE BAR SCALE IS FOR GENERAL REFERENCE ONLY. IF NO BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL. AT NO TIME SHOULD DRAWINGS BE SCALED FROM. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, SPECIFICATIONS AND THE FIELD CONDITION SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.

3. SIGNAGE, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

4. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & CONDITIONS OF THE CITY OF BIDDEFORD, MAINE DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

5. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A LICENSED PROFESSIONAL LAND SURVEYOR TO PROVIDE A MINIMUM OF TWO TEMPORARY BENCHMARKS WITHIN THE SITE AND TO LOCATE PROPOSED STRUCTURE CORNERS.

6. CONTRACTOR TO ENSURE THAT ACCESS, INCLUDING BUT NOT LIMITED TO WALKWAYS, DRIVEWAYS, AND MAILBOXES ADJACENT TO THE PROJECT REMAIN FUNCTIONAL AND AVAILABLE FOR USE AT ALL TIMES.

PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE MAJOR SUBDIVISION AND SITE PLAN PERMIT FROM THE CITY OF BIDDEFORD, PERMIT FROM THE SACO RIVER CORRIDOR COMMISSION, A MAINE DEP STORMWATER PERMIT, AND A TRAFFIC MOVEMENT PERMIT FROM THE MAINE DOT.
2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

3. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRES A STREET OPENING PERMIT FROM THE CITY OF BIDDEFORD. ADDITIONALLY, COORDINATE WITH THE DEPARTMENT OF PUBLIC WORKS.

GRADING AND DRAINAGE NOTES:

1. TOPSOIL STRIPPED FROM THE SITE THAT IS SUITABLE FOR REUSE AS LOAM (MEETS THE REQUIREMENTS WITHIN SECTION 615 OF THE MDOT STANDARD SPECIFICATIONS, MOST RECENT VERSION AND IS FREE OF TRACEABLE AMOUNTS OF CONTAMINANTS) SHALL BE STOCKPILED WITHIN THE PROPOSED LIMIT OF WORK AREA. THE CONTRACTOR SHALL NOT ASSUME THAT ANY STRIPPED TOPSOIL WILL BE ACCEPTABLE FOR REUSE WITH THEIR ESTIMATE.

2. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY; NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING. DEWATERING SHALL INCLUDE TREATMENT OF SILT THROUGH THE USE OF A DIRTBAG BY ACF ENVIRONMENTAL OR APPROVED EQUIVALENT. FLOWS FROM DEWATERING ACTIVITIES SHALL NOT BE DISCHARGED INTO SANITARY SEWERS. SEE BORING LOGS FOR ADDITIONAL INFORMATION.

3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY EASEMENT OR TEMPORARY CONSTRUCTION RIGHTS AS NECESSARY BY PRIVATE ADJACENT LAND OWNERS. THE CONTRACTOR SHALL NOT DISTURB ANY SOIL BEYOND THE PROPERTY LINE WITHOUT NOTIFYING AND OBTAINING SUCH EASEMENT OR TEMPORARY CONSTRUCTION RIGHT FROM THE ADJACENT LAND OWNERS. PRIOR TO THE CONTRACTOR PRICING THE WORK, THEY SHALL PROVIDE ACORN WITH PROOF OF SUCH EASEMENT OR TEMPORARY RIGHTS. SHOULD EASEMENTS OR TEMPORARY RIGHTS NOT BE AVAILABLE, THE CONTRACTOR SHALL INCLUDE COST FOR BRACING AND SHORING AS NECESSARY.

4. THE MINIMUM SLOPE SHALL MEET OR EXCEED 1% IN ALL CASES WHERE NOT NOTED ON THE GRADING PLAN. SLOPES IDENTIFIED ON THE GRADING PLAN TAKE PRECEDENT. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST GEOTECHNICAL REPORT, PREPARED BY SUMMIT GEOENGINEERING SERVICES, DATED 6/14/22.

6. NO ADDITIONAL PAYMENT WILL BE MADE FOR UNSUITABLE MATERIALS THAT MAY EXIST ON SITE.

7. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF N=0.012 OR LESS.

8. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.

9. NATIVE SOILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LIMIT THE DISTURBANCE TO SUBGRADE SOILS. SHOULD THE SUBGRADE BECOME YIELDING OR DIFFICULT TO WORK, CONTACT ACORN. THE DISTURBED AREAS SHALL BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER, IF APPLICABLE.

EROSION CONTROL NOTES:

1. DISTURBED AREAS ARE DEFINED AS THOSE SURFACES WHERE EXISTING VEGETATION OR STRUCTURES HAVE BEEN REMOVED, EXPOSING NATIVE SOIL TO THE ELEMENTS.

2. ALL ROUTINE WORK ACTIVITIES SHALL BE CONDUCTED IN SUCH A WAY TO LIMIT THE AMOUNT OF DISTURBED AREA AT ONE TIME TO THE EXTENT PRACTICABLE.

3. PRIOR TO THE START OF ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL APPLICABLE EROSION CONTROL DEVICES SUCH AS PERIMETER SILT FENCE, AND OTHER APPLICABLE MEASURES. IN THE EVENT THE CONTRACTOR IS NOT SURE A EROSION CONTROL MEASURE SHOULD BE IMPLEMENTED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD TO CONFIRM IMPLEMENTATION OF ANY EROSION CONTROL DEVICES.

4. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCH SHALL BE APPLIED AS SOON AS POSSIBLE WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY SOIL DISTURBANCE, AND PRIOR TO ANY STORM EVENT.

5. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY. THE CONTRACTOR SHALL REFERENCE THE APPROVED EROSION AND SEDIMENTATION CONTROL REPORT FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES IN ADDITION TO THE PLAN SET. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE D.E.P.'S PERMIT CONDITIONS, FINDINGS OF FACT AND ORDER (IF ANY), AND THE CURRENT MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

6. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM STORM DRAINS, CATCH BASINS, AND APPURTENANCES.

7. REFER TO THE EROSION CONTROL DETAILS & NOTES FOR ADDITIONAL INFORMATION.

UTILITY NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED UPON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TEST PIT TO DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES TO COORDINATE WITH THE PROPOSED CONNECTIONS OR CROSSING. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.

2. CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, CONDUCT EXPLORATORY EXCAVATIONS AT LOCATIONS WHERE PROPOSED EXCAVATION WILL INTERSECT WITH EXISTING UTILITIES, PRIOR TO THE ORDERING OF STRUCTURES.

3. ALL NEW SANITARY MANHOLES SHALL BE VACUUM TESTED BEFORE BACKFILLING. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH TECHNICAL REPORT #16 (TR-16): GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS, PREPARED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.

4. SEWER MANHOLES SHALL BE 4' ID UNLESS OTHERWISE STATED ON THE PLANS.

5. CONTRACTOR TO PROVIDE 5.5' OF COVER FROM TOP OF PIPE TO FINISH GRADE FOR WATER MAINS.

6. THRUST BLOCKS SHALL BE USED FOR THRUST RESTRAIN ON WATER MAINS. DETAIL AND LIMITS FOR THRUST BLOCKS ARE SHOWN WITHIN THE PLAN SET.

7. WATER INFRASTRUCTURE SHALL BE TESTED IN ACCORDANCE WITH THE MAINE WATER COMPANY STANDARD CONSTRUCTION SPECIFICATIONS AND PROCEDURES, MOST RECENT REVISION.

8. ALL REQUIRED FITTINGS FOR THE WATER MAIN ARE NOT SHOWN ON DRAWINGS. CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FITTINGS REQUIRED TO CONSTRUCT THE WATER MAIN IN ACCORDANCE WITH CITY OF BIDDEFORD, STATE OF MAINE, AND AMERICAN WATER WORKS ASSOCIATION STANDARDS AND REGULATIONS.

9. CONTRACTOR SHALL COORDINATE WORK REGARDING ANY WATER MAIN CONNECTION AND WATER MAIN SHUTDOWN WITH THE MAINE WATER COMPANY AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.

10. ALL WATER PIPE INSTALLATION SHALL CONFORM WITH THE MAINE WATER COMPANY SPECIFICATIONS AND PROCEDURES, MOST RECENT EDITION.

11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

12. SEWER, GAS, TELEPHONE, ELECTRICITY, CABLE, WATER AND ANY OTHER UTILITY CONNECTIONS SHALL BE REVIEWED BY PLUMBING, ELECTRICAL, AND MECHANICAL DESIGNER FOR CONSISTENCY WITH THEIR PLANS PRIOR TO CONSTRUCTION.

13. COORDINATE EXIT POINT FOR SECONDARY UTILITY SERVICES WITH THE ARCHITECT/ELECTRICAL ENGINEER. SECONDARY LINE LOCATIONS NOT PROVIDED BY ACORN WITHIN THE UTILITY PLAN.

14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL THE NECESSARY PERMITS FOR THE INSTALLATION OF THE UTILITIES AND STORMDRAINS WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE CITY IN ACCORDANCE WITH THE CITY OF BIDDEFORD TECHNICAL MANUAL PRIOR TO ANY WORK.

15. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL AT NO EXTRA EXPENSE TO THE OWNER.

16. ALL PIPE LINES SHALL SLOPE UNIFORMLY BETWEEN ELEVATIONS INDICATED ON THE DRAWINGS. NO CRESTS OR SAGS IN THE PIPING WILL BE PERMITTED. ALL HORIZONTAL AND VERTICAL BENDS IN PRESSURIZED PIPE LINES SHALL BE SUITABLY RESTRAINED WITH THRUST BLOCKS OR RETAINER GLANDS. RETAINER GLANDS ALLOWED FOR DUCTILE IRON PIPE ONLY. PROVIDE ALL BENDS, HORIZONTAL AND VERTICAL, AS REQUIRED TO MEET THE GRADES AND ALIGNMENTS INDICATED ON THE DRAWINGS.

17. ALL WASTEWATER PIPING, EXCLUDING BUILDING DRAINS, AND ALL PRESSURIZED PIPING, TO INCLUDE WATER MAINS, INSTALLED BENEATH STRUCTURES SHALL BE ENCASED IN CONCRETE.

18. WHERE NEW PIPING IS TO BE CONNECTED TO EXISTING PIPING, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ADAPTERS, FITTINGS AND ADDITIONAL PIPE AS REQUIRED TO ENSURE A COMPLETE AND PROPERLY FUNCTIONING CONNECTION. CONTRACTOR TO VERIFY LOCATION, ELEVATION, ORIENTATION AND MATERIAL OF CONSTRUCTION. ADAPTERS AND FITTINGS ARE INCIDENTAL TO THE PIPE INSTALLATION.

19. WHENEVER POSSIBLE, WATER LINES SHOULD BE INSTALLED OVER WASTEWATER LINES. A MINIMUM SEPARATION OF 18 INCHES BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF THE WASTEWATER LINE SHALL BE MAINTAINED WHERE POSSIBLE. WHERE A WATER LINE CROSSES UNDER THE WASTEWATER LINE, A FULL LENGTH OF WASTEWATER PIPE SHALL BE CENTERED ABOVE THE WATER LINE SO THAT BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE,

20. THE CONTRACTOR SHALL BE ANTICIPATE THAT THE NATIVE SILT AND CLAY SOILS WILL NOT BE SUITABLE FOR PIPE TRENCH BACKFILL IN PAVED AREAS.

21. GROUNDWATER SHALL BE CONTROLLED TO A LEVEL OF AT LEAST ONE FOOT BELOW SUBGRADE OF THE PIPE OR STRUCTURE. THE CONTRACTOR SHALL MAINTAIN THE LOWERED GROUNDWATER LEVEL UNTIL CONSTRUCTION HAS BEEN COMPLETED TO SUCH AN EXTENT THAT THE STRUCTURES OR PIPES WILL NOT BE FLOATED OR OTHERWISE DAMAGED.

22. EXCAVATION TO SUBRADE IN NATIVE SILT AND CLAY SHALL BE COMPLETED WITH A SMOOTH EDGE BUCKET TO MINIMIZE SUBGRADE DISTURBANCE.

23. ALL ADJUSTMENTS TO FINISHED GRADE ARE TO BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL CONFIRM STRUCTURES THAT REQUIRE ADJUSTMENT WITH THE ENGINEER OR OWNERS REPRESENTATIVE PRIOR TO ADJUSTING FRAMES.

DEMOLITION NOTES:

1. THE FOLLOWING ITEMS ARE TYPICAL OF MATERIAL WHICH MAY BE ON SITE:
   - ROCK AND CONCRETE FOUNDATIONS
   - CONCRETE SLABS
   - BITUMINOUS ASPHALT PAVEMENT
   - CONCRETE PADS AND BLOCKS
   - FENCE POST AND FENCING
   - UNDERGROUND UTILITY LINES
   - ABOVE AND OR BELOW FUEL OIL AND PROPANE GAS TANKS
   - STORM DRAIN PIPES AND APPURTENANCE STRUCTURES
   - OTHER TRASH & MISCELLANEOUS SOLID WASTES

2. THE CONTRACTOR IS ADVISED TO VISIT THE SITE TO CONFIRM DEMOLITION ITEMS SINCE THE LIST IS NOT INCLUSIVE OF THE SITE CONDITIONS WHICH MAY BE ENCOUNTERED

3. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTORS SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" DEMONSTRATING PROPER DISPOSAL OF ALL MATERIALS.

4. THE PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT, PROVIDED BY CREDERE ASSOCIATES, LLC DATED 9/18/2012, IS TO BE REVIEWED BY CONTRACTOR.

5. THE PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT, PROVIDED BY CREDERE ASSOCIATES, LLC DATED 10/25/2012, IS TO BE REVIEWED BY CONTRACTOR.

PERMITTING
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/22/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/17/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: GENERAL NOTES

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

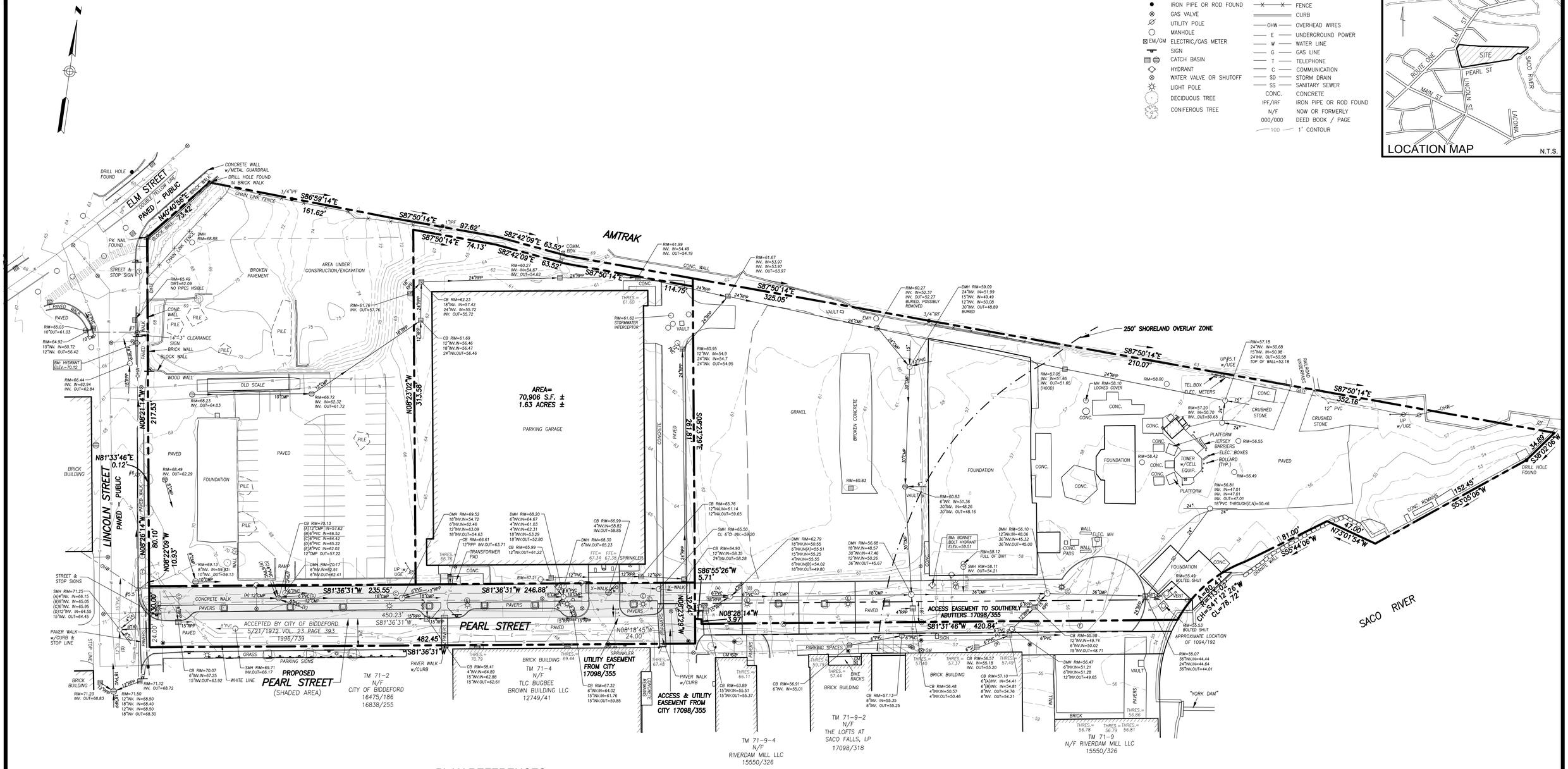
THE ACORN ENGINEERING, INC. LOGO IS A REGISTERED TRADEMARK OF ACORN ENGINEERING, INC. AND SHALL NOT BE USED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE EXPRESS WRITTEN PERMISSION OF ACORN ENGINEERING, INC. ANY UNAUTHORIZED USE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 JOHN ROAD, SUITE 1, SWANVILLE, ME 04101
PO BOX 340, SWANVILLE, ME 04101
(207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-02



SCALE : 1" = 40'

0' 20' 40' 80'

PLAN REFERENCES

1. PLAN SHOWING LAND SURVEYED FOR MAINE ENERGY RECOVERY COMPANY BIDDEFORD MAINE BY DOW & COULOMBE, INC. DATED JANUARY 15, 1985 REVISED THROUGH OCT. 4, 1986.

2. ALTA/ACSM LAND TITLE SURVEY (URBAN) MADE FOR MAINE ENERGY RECOVERY COMPANY BIDDEFORD, MAINE BY DOW & COULOMBE, INC. DATED MARCH 15, 1996 REVISED THROUGH MAY 14, 2009.

3. ALTA/NSPS LAND TITLE SURVEY AT 75 SACO FALLS WAY, BIDDEFORD, MAINE MADE FOR THE LOFTS AT SACO FALLS, LP BY OWEN HASKELL, INC. DATED JULY 30, 2015 REVISED THROUGH 12-20-16.

4. EXHIBIT PLAN OF EASEMENT AT 75 SACO FALLS WAY, BIDDEFORD, MAINE MADE FOR THE LOFTS AT SACO FALLS, LP BY OWEN HASKELL, INC. DATED AUGUST 27, 2015 REVISED THROUGH DEC. 20, 2106.

5. EXISTING CONDITIONS SURVEY ON PEARL STREET, BIDDEFORD, MAINE MADE FOR MILONE & MCBROOM BY OWEN HASKELL, INC. DATED APRIL 19, 2018.

6. LAND DIVISION PLAN ON LINCOLN STREET & PEARL STREET BIDDEFORD, MAINE MADE FOR DESMAN DESIGN MANAGEMENT BY OWEN HASKELL, INC. DATED FEB. 4, 2020.

7. EXISTING CONDITIONS SURVEY ON PEARL STREET, BIDDEFORD, MAINE MADE FOR CITY OF BIDDEFORD BY OWEN HASKELL, INC. DATED AUGUST 5, 2021, REVISED THROUGH 9/29/21.

8. CONTRACTOR PROVIDED AS-BUILT PLANS: PEARL STREET RECONSTRUCTION PROJECT, BIDDEFORD, MAINE, FEB. 4, 2022 BY SEWALL, SHEETS C4-A, C-4B, C-5A & C-5B.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

GENERAL NOTES

1. OWNER OF RECORD: CITY OF BIDDEFORD
TAX MAP 71 LOT 2
Y.C.R.D. BOOK 16838 PAGE 255
Y.C.R.D. BOOK 16475 PAGE 186

2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.

3. ELEVATIONS ARE BASED ON NAVD 88 DATUM.

4. THE PURPOSE OF THIS PLAN IS TO UPDATE THE EXISTING CONDITIONS OF PEARL STREET AND THE LAND TO THE WEST OF THE EXISTING PARKING GARAGE. THE FEATURES SHOWN EAST OF THE PARKING GARAGE PARCEL AND NORTH OF PEARL STREET ARE TAKEN FROM PLAN REFERENCE #7 AND HAVE NOT BEED RE-SURVEYED IN 2025.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE

Existing Conditions Survey
On
Pearl Street, Biddeford, Maine
Made for
Acorn Engineering, Inc.
P.O. Box 3372 Portland, Maine 04104

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105

DRAWN BY: RRL / JLW	DATE: FEB. 28, 2025	JOB NO. 2024-334 B-Y	
CHECKED BY: RRL	SCALE: 1" = 40'	DRWG. NO. 1	

GENERAL NOTES:

1. EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
2. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTOR SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" TO DEMONSTRATE PROPER DISPOSAL OF ALL MATERIALS.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
5. ALL CONSTRUCTION SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE WORDING AND PLACEMENT LOCATION TO BE ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE PROPOSED PROJECT WORK PER DETAIL; FENCES ARE OFFSET OF THE PROPERTY LINES AS SHOWN ON THE PLAN FOR CLARITY PURPOSES AND DO NOT NECESSARILY DEPICT THE PHYSICAL LOCATION.
7. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN-GRADIENT OF ALL NON-STABILIZED SURFACES, PER DETAIL.
8. DEMOLITION PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES, WORK WITHIN THE ROW, ETC. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BIDDEFORD REGULATIONS.
9. CONTRACTOR TO BE RESPONSIBLE FOR PROVIDING OFF-SITE PARKING TO EMPLOYEES; ON-SITE PARKING WILL NOT BE PROVIDED OR GUARANTEED. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FROM THE CITY FOR CLOSING ANY ON-STREET PARKING SPACES DURING THE CONSTRUCTION PERIOD.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.
11. CONTRACTOR TO PROVIDE ACCESS TO EXISTING BUSINESSES ALONG PEARL STREET THROUGH THE DURATION OF CONSTRUCTION.
12. ALL EXISTING STORM DRAINS SHOWN IN THE PLAN SET ARE TO BE REMOVED. PLEASE REFER TO C-30 FOR PROPOSED STORMWATER INFRASTRUCTURE IMPROVEMENTS. CONTRACTOR TO ENSURE ANY EXISTING UNDERDRAIN OR FOOTING DRAIN CONNECTIONS REMAIN OPERATIONAL. CONTRACTOR TO NOTIFY ENGINEER IF ANY SUBSURFACE STORM DRAINS NOT SHOWN ON PLAN ARE ENCOUNTERED DURING CONSTRUCTION.
13. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT, PREPARED BY SUMMIT GEOENGINEERING SERVICES, DATED 6/14/22. BEDROCK AND APPROXIMATELY 4'± THICK CONCRETE SLABS ARE ANTICIPATED TO BE ENCOUNTERED IN CERTAIN AREAS. CONTRACTOR TO ACCOUNT FOR APPROPRIATE BLASTING AND/OR REMOVAL OF MATERIALS REQUIRED TO INSTALL SITE IMPROVEMENTS, INCLUDING UTILITIES, AS DEPICTED WITHIN THE PLAN SET. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY BLASTING PERMITS, IF APPLICABLE
14. CONTRACTOR IS REQUIRED TO CONTACT THE CITY'S ENGINEERING DEPARTMENT PRIOR TO MAJOR LAND DISTURBANCE, FOR AN INITIAL E&SC INSPECTION ONCE ALL PERIMETER CONTROL DEVICES HAVE BEEN INSTALLED.
15. CONTRACTOR IS REQUIRED TO PROPERLY MAINTAIN ALL E&SC BMPS THROUGHOUT CONSTRUCTION AND AFTER RAINFALL EVENTS VIA RECORDED INSPECTION LOGS/REPORTING.
16. CONTRACTOR TO IMPLEMENT DUST CONTROL MEASURES AND KEEP SEDIMENT FROM ACCUMULATING IN PEARL STREET AND ALONG THE PEARL STREET SIDEWALK EXTENSION FRONTAGE.

RIM=61.67
INV. IN=53.97
INV. IN=53.97
INV. OUT=53.97
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
EXISTING 24" RPP TO REMAIN
RIM=60.27
INV. IN=52.37
INV. OUT=52.27
BURIED, POSSIBLY REMOVED
DMH RIM=59.09
24"INV. IN=51.99
15"INV. IN=49.49
12"INV. IN=50.08
30"INV. OUT=48.89
BURIED
LIMIT OF DISTURBANCE: 99,237 SF
RIM=61.62
STORMWATER INTERCEPTOR
EX 24" CMP PIPE HAS BEEN REMOVED. CONTRACTOR TO CONFIRM IN FIELD
EX. SMH HAS BEEN REMOVED. CONTRACTOR TO CONFIRM IN FIELD
SHIM EXISTING PAVEMENT AND RE-GRADE PER SHEET C-30. CONTRACTOR TO UTILIZE THIS LOCATION AS A CONSTRUCTION ENTRANCE, TYP. PER DETAIL
BROKEN CONCRETE TO BE REMOVED
EX 15" PIPE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE CONFLICTS UPSTREAM OF PIPE
EX 12" PVC PIPE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE CONFLICTS UPSTREAM OF PIPE
EXISTING FOUNDATION REMAINS, APPROX. 4' THICK TO BE REMOVED
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
EXISTING 24" RPP TO REMAIN
RIM=57.05
INV. IN=51.65
INV. OUT=51.65
(HOOD)
MH RIM=58.10
LOCKED COVER
RIM=57.18
24"INV. IN=50.68
15"INV. IN=50.98
24"INV. OUT=50.58
TOP OF WALL=52.18
RIM=60.95
12"INV. IN=54.9
24"INV. IN=54.7
24"INV. OUT=54.95
CONTRACTOR TO UTILIZE PRIVATE DRIVE AS PRIMARY CONSTRUCTION ENTRANCE TO MINIMIZE IMPACT TO PEARL STREET TO THE GREATEST EXTEND POSSIBLE. INSTALL ACCESS GATE WITHIN CONSTRUCTION FENCE AT THIS LOCATION
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
EX. MANHOLE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE ISSUES UPSTREAM OF MANHOLE
EX. MANHOLE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE CONFLICTS UPSTREAM OF MANHOLE. PRIOR TO START OF CONSTRUCTION NOTIFY ENGINEER OF RESULTS
EX 30" CMP PIPE TO BE REMOVED
EX. CONCRETE TO BE REMOVED
EX. CONCRETE TO BE REMOVED ON LOT 3
EX. FOUNDATION REMAINS TO BE REMOVED
EXISTING WATER LINE TO BE REMOVED PER MAINE WATER COMPANY STANDARDS. CONTRACTOR TO COORDINATE SHUT OFF & REMOVAL OF WATERLINE AND PROVIDE TEMPORARY WATER SERVICE TO ALL BUILDINGS ON PEARL STREET (IF NECESSARY) UNTIL NEW WATER MAIN INSTALLATION HAS BEEN INSTALLED, TESTED & DISINFECTED AND SERVICES RESTORED TO THE SATISFACTION OF MAINE WATER COMPANY
POTENTIAL STOCKPILE AREA DURING CONSTRUCTION. PERIMETER EROSION CONTROL BERM TO BE INSTALLED. FINAL STOCKPILE AND LAYDOWN AREAS TO BE DETERMINED BY THE CONTRACTOR
EX. TOWER TO REMAIN UNDISTURBED
LOCATION OF EXISTING GRAVEL PER SURVEY
POTENTIAL CONSTRUCTION ENTRANCE LOCATION, TYP PER DETAIL. CONTRACTOR TO INSTALL ACCESS GATE WITHIN CONSTRUCTION FENCE AT THIS LOCATION.
EX 6" PIPE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE ISSUES UPSTREAM OF PIPE
RIM=60.83
RIM=60.83
6"INV. IN=51.36
30"INV. IN=45.26
30"INV. OUT=45.16
EX. MANHOLE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE ISSUES UPSTREAM OF MANHOLE
CB RIM=65.76
12"INV.IN=61.14
CONTRACTOR TO REMOVE EXISTING CURB, CONCRETE SIDEWALK, AND PAVERS AT THIS LOCATION TO WIDEN THE ACCESS DRIVE AISLE TO 22' WIDE. SEE SHEET C-10, C-20, AND C-30 FOR ADDITIONAL INFORMATION. CONTRACTOR TO COORDINATE ALL WORK OUTSIDE OF LOT 3 WITH CITY ENGINEERING AND PUBLIC WORKS DEPARTMENTS
APPROXIMATE LOCATION OF UNDERGROUND CABLE, CONTRACTOR TO COORDINATE WITH TELECOMMUNICATIONS SERVICES AND REMOVE IF NECESSARY.
EXISTING SUBSURFACE STORMWATER SYSTEM TO REMAIN
SMH RIM=65.50
CL 6"CI INV.=59.20
DMH RIM=56.10
12"INV.IN=48.06
36"INV.IN=45.32
36"INV.OUT=45.00
EX 30" CMP PIPE TO BE REMOVED AND PLUGGED WITHIN THE CATCH BASIN MANHOLE
EX. ELECTRIC MANHOLE TO REMAIN UNDISTURBED
CB RIM=64.90
12"INV.IN=58.35
DMH RIM=62.79
18"INV.IN=50.55
6"INV.IN(A)=55.51
15"INV.IN=55.25
4"INV.IN=55.55
6"INV.IN(B)=54.02
18"INV.OUT=49.80
DMH RIM=56.65
18"INV.IN=48.57
30"INV.IN=47.46
12"INV.IN=50.26
36"INV.OUT=45.67
RIM=58.12
FULL OF DIRT
EX. MANHOLE TO BE REMOVED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE ISSUES UPSTREAM OF MANHOLE
DMH RIM=58.11
INV. OUT=54.21
TEMPORARY DRIVE WAY AS PART OF THE PEARL STREET DESIGN BY SEWALL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
RIM=55.49
BOLTED SHUT
PROPERTY LINE, TYP.
PROPOSED EROSION CONTROL MIX BERM PER DETAIL
EX 8" STEEL PIPE TO BE REMOVED AND CAPPED. CONTRACTOR TO CONFIRM THERE ARE NO DRAINAGE ISSUES UPSTREAM OF PIPE
CONTRACTOR TO REMOVE PEDESTRIAN PAVER (DARKER PAVER) AND SECTIONS OF FLUSH GRANITE CURB PRIOR TO CONSTRUCTION OF BUILDING 3A AND 3C & STOCKPILE ONSITE. CONTRACTOR TO REINSTALL PAVERS PRIOR TO BUILDING 3A AND 3C CERTIFICATE OF OCCUPANCY. CONTRACTOR TO NOTIFY ENGINEERING AND PUBLIC WORKS PRIOR TO REMOVING PAVERS, PRIOR TO REPLACING PAVERS, AND AT COMPLETION OF WORK.
PEARL STREET DESIGN BY SEWALL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
INSTALL INLET PROTECTION WITHIN CATCH BASIN PER DETAIL
CB RIM=55.98
12"INV.IN=49.74
6"INV.IN=50.02
15"INV.OUT=48.71
RIM=55.53
BOLTED SHUT
RIM=55.07
PEARL STREET
SCALE: 1" = 20'
PERMITTING NOT ISSUED FOR CONSTRUCTION
Xref: X:\...\CAD\STAMPS\PEH_SME_SEAL.dwg

ISSUED FOR | BY | DATE

DRAWING NAME: CONSTRUCTION MANAGEMENT & REMOVALS PLAN
PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT, PEARL STREET, BIDDEFORD, MAINE
OWNER OF RECORD: 3 LINCOLN, LLC, 80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

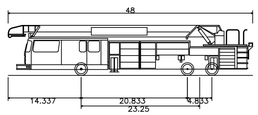
THESE PLANS, NOTES, &, WORKS, MAY NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ALL REUSE OF THESE PLANS, NOTES, &, WORKS, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
317 ALFRED ROAD, ALFRED, MAINE 04101
PO BOX 337 ALFRED, ME 04002
(207) 775-2655

FILE: 1124_CIVIL
JN: 1124
SCALE: AS NOTED
DESIGNED BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-03



Updated BIDDEFORD FIRETRUCK

Overall Length	48.000ft
Overall Width	10.000ft
Overall Body Height	9.851ft
Min Body Ground Clearance	0.692ft
Track Width	7.030ft
Lock-to-lock time	6.00s
Max Wheel Angle	45.00°

LOT 3 SPACE AND BULK STANDARDS

ZONE:	REQUIRED (MSRD3)	REQUIRED (WR)	PROPOSED LOT 3
MINIMUM LOT SIZE	NONE	NONE (WITHIN EX. STRUCTURES ONLY)	2.08 AC
MINIMUM STREET FRONTAGE	NONE	–	322'
MINIMUM FRONT YARD SETBACK	NONE	–	0.57'
MINIMUM REAR YARD SETBACK	NONE	–	27.40'
MINIMUM SIDE YARD SETBACK	NONE	–	1.05'
MINIMUM BUILDING HEIGHT	MIN. 2 STORIES OR 26 FEET	–	SEE ELEVATIONS PER ARCHITECT
MINIMUM SHORE FRONTAGE	–	NONE (WITHIN EX. STRUCTURES ONLY)	N/A
SACO RIVER SETBACK (INCLUDING PARKING AREAS)	–	100' FROM NORMAL HIGH-WATER LINE	116.32'
SACO RIVER NO-CUT ZONE (SRCC)	–	75'	N/A
MAX LOT COVERAGE	100%	70% WITHN SHORELAND ZONE	TOTAL: 75.0% SHORELAND: 69.8%
MINIMUM LOT AREA PER USE	–	RESIDENTIAL: 425 SF/UNIT COMMERCIAL: 5,000 SF/STRUCTURE	RESIDENTIAL: 638 SF/UNIT COMMERCIAL: 90,629 SF/STRUCTURE
MINIMUM SHORE FRONTAGE	–	RESIDENTIAL: NONE COMMERCIAL: 100 FT	322 FT

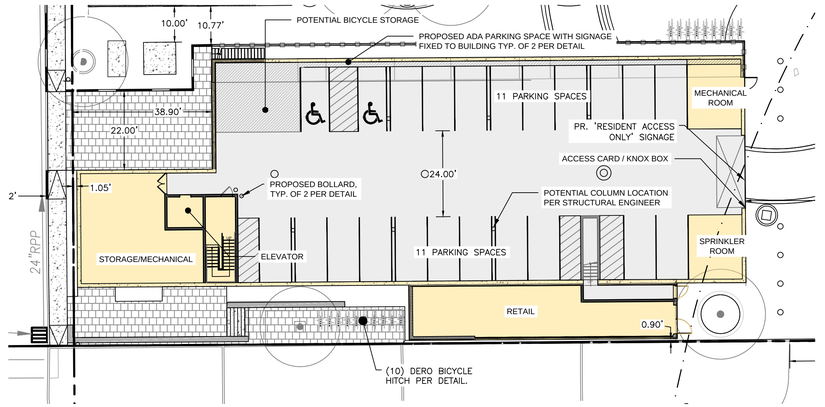
PARKING SUMMARY

USE	UNITS	SPACES REQUIRED	PROPOSED
BUILDING A	52	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 42+20 = 62 SPACES***	22
–	–	INCREASE OF 5% (OF 52 SPACES) TO ALLOW FOR VISITORS = 3 SPACES	–
RETAIL	1,110 SF	1 SPACE / 300 SF OF FLOOR SPACE = 3 SPACES*	0
BUILDING B	85	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 59+52 = 111 SPACES***	18
–	–	INCREASE OF 5% (OF 85 SPACES) TO ALLOW FOR VISITORS = 4 SPACES	–
BUILDING C	154 SEATS	1 SPACE / 3 SEATS = 52 SPACES*	0
TOWNHOMES (BUILDING D)	5	1 SPACE / DWELLING UNIT (EXCLUSIVELY FOR & OCCUPANCY RESTRICTED) = 5 SPACES	5
ADA (8'X18')	–	–	4
STANDARD (9'X18')	–	–	41
TOTAL SPACES	–	240 – 55* = 185	45
ADDITIONAL SPACES TO BE PROVIDED IN PARKING GARAGE	–	140**	(45+140) =185

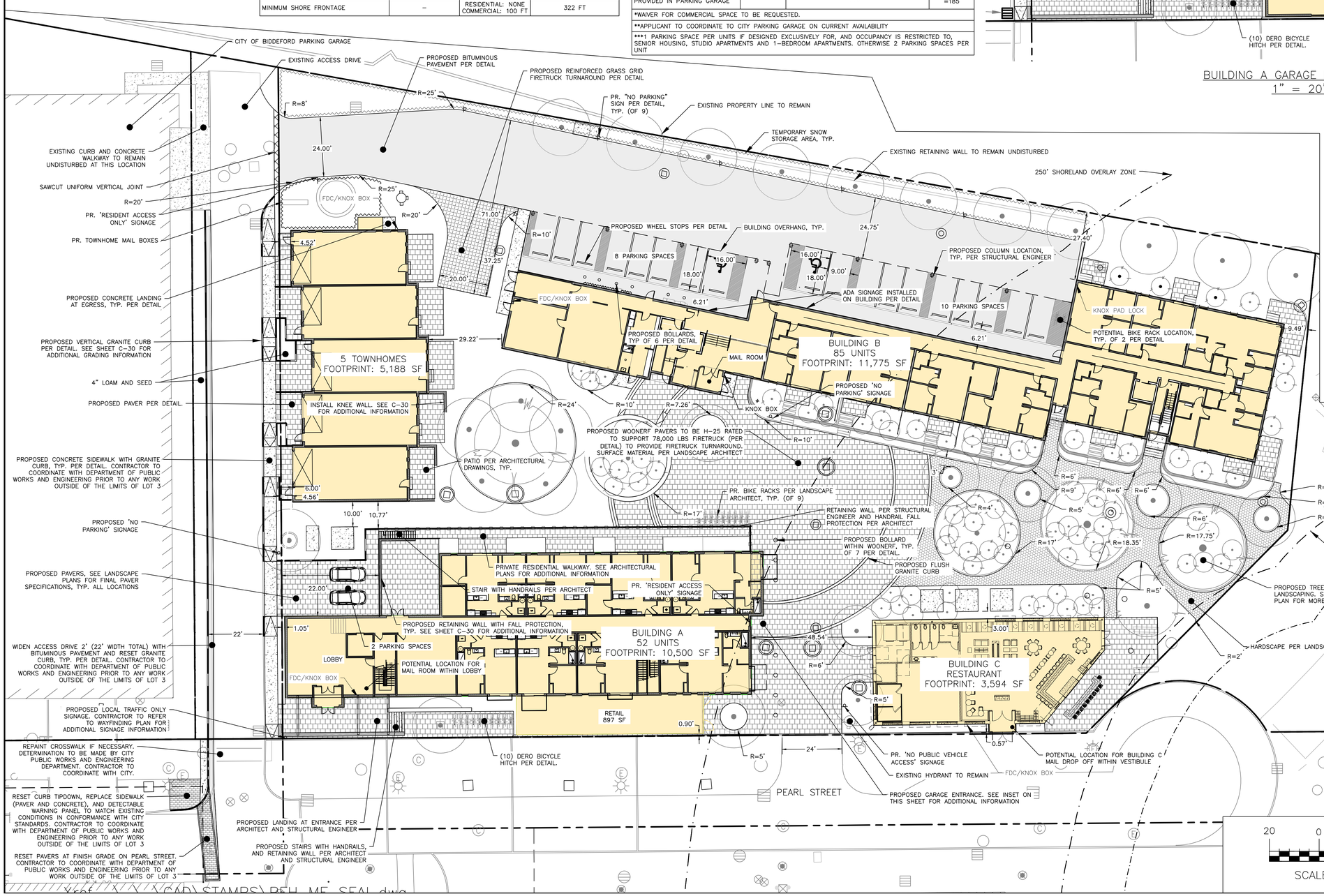
*WAIVER FOR COMMERCIAL SPACE TO BE REQUESTED.

**APPLICANT TO COORDINATE TO CITY PARKING GARAGE ON CURRENT AVAILABILITY

***1 PARKING SPACE PER UNITS IF DESIGNED EXCLUSIVELY FOR, AND OCCUPANCY IS RESTRICTED TO, SENIOR HOUSING, STUDIO APARTMENTS AND 1-BEDROOM APARTMENTS. OTHERWISE 2 PARKING SPACES PER UNIT



BUILDING A GARAGE FLOOR PLAN
1" = 20'



PERMITTING
NOT ISSUED FOR
CONSTRUCTION

GENERAL NOTES:

1. ALL SIDEWALK AND CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF BIDDEFORD STANDARDS.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF BIDDEFORD & MUTCD STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL. ALL RUBBISH AND SNOW REMOVAL WILL BE HANDLED BY A PRIVATE PROPERTY MAINTENANCE COMPANY / SOLID WASTE MANAGEMENT COMPANY TO REMOVE TRASH AND SNOW IN LARGER STORM EVENTS.

PLAN REFERENCES:

1. PLAN TITLED "BIDDEFORD PARKING GARAGE MERC SITE" PREPARED BY DESMAN DESIGN MANAGEMENT DATED 12/20/2019 AND REVISED 1/14/2020.
2. PLAN TITLED "PEARL STREET RECONSTRUCTION PROJECT" PREPARED BY SEWALL DATED 2/4/2022
3. PLAN TITLED "EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC. DATED 2/28/25.
4. SEE PHOTOMETRIC PLAN PREPARED BY REFLEX LIGHTING FOR LIGHTING FIXTURE TYPES AND LOCATIONS.

ISSUED FOR | BY | DATE

DRAWING NAME: SITE PLAN

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 JOHN ROAD, SUITE 2, SOUTH PORTLAND, MAINE 04101
PO BOX 3371, PORTLAND, MAINE 04104
(207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

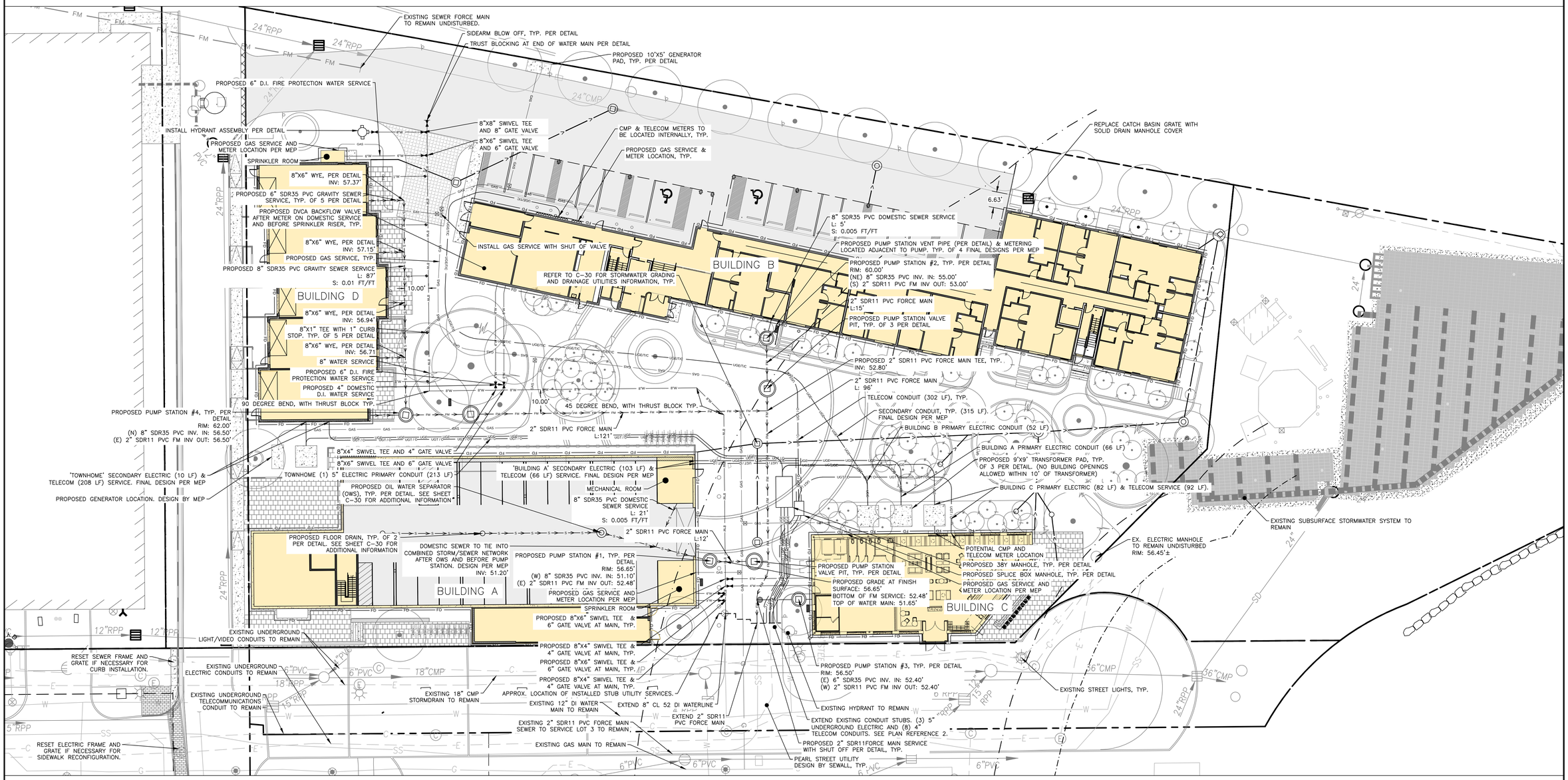
DRAWING NO.
C-10

GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BIDDEFORD TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE MAINE WATER COMPANY STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE MAINE WATER COMPANY AND CITY OF BIDDEFORD.
   - 6.1. MUST MAINTAIN 5' OF COVER OVER THE NEW WATER LINE WITH NO MORE THAN 5.5'
   - 6.2. MUST MAINTAIN 10' SEPARATION FROM OTHER UTILITIES, UNLESS MUTUALLY AGREED UPON BY ALL PARTIES
   - 6.3. MUST MAINTAIN 3' SEPARATION FROM EXISTING MAINE WATER INFRASTRUCTURE, UNLESS CONNECTING
   - 6.4. MUST MAINTAIN 5' OF SEPARATION FROM THE PROPERTY LINE
   - 6.5. MUST BE RUN WITH TRACER WIRE IF NON-METALLIC
   - 6.6. HDPE SHALL BE PE4710 CC3 (4" AND ABOVE MUST BE DR11 DIPS)
   - 6.7. MUST COMPLY WITH ALL OTHER MAINE WATER SPECIFICATIONS
   - 6.8. DIMENSIONS ARE ESTIMATES BASED ON EXISTING RECORDS AND MAY NOT REFLECT THE ACTUAL REQUIRED LENGTHS
7. GAS UTILITIES: PROJECT GAS LOAD, GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE DEFINED BY M.E.P. AND IN ACCORDANCE WITH UNITIL.
8. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION AND TRANSFORMER SIZE, IF NECESSARY DEFINED BY M.E.P. M.E.P. TO FINALIZE SERVICE CONNECTION TO BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
9. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY SPECTRUM AND CONSOLIDATED COMMUNICATIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.
10. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT, PREPARED BY SUMMIT GEOENGINEERING SERVICES, DATED 6/14/22. BEDROCK AND 4' THICK CONCRETE SLABS ARE ANTICIPATED TO BE ENCOUNTERED IN CERTAIN AREAS. CONTRACTOR TO ACCOUNT FOR APPROPRIATE BLASTING AND/OR REMOVAL OF MATERIALS REQUIRED TO INSTALL SITE IMPROVEMENTS, INCLUDING UTILITIES, AS DEPICTED WITHIN THE PLAN SET.

MINIMUM HORIZONTAL UTILITY SEPARATION					
UTILITY	UGE/T/C	WATER	SEWER	GAS	STORMWATER
UGE/T/C	–	6'	5'	4'	6'
WATER	6'	–	10'*	6'	3'
SEWER	5'	10'*	–	5'	10'
GAS	4'	6'	5'	–	3'
STORMWATER	6'	3'	10'	3'	–

*5' IS PERMISSIBLE ONLY IF SEWER IS LAID MIN. 18" BELOW WATER SERVICE; OTHERWISE, 10' OF HORIZONTAL SEPARATION MUST BE MAINTAINED.



20 0 20 40

SCALE: 1" = 20'

PERMITTING NOT ISSUED FOR CONSTRUCTION

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ISSUED FOR | BY | DATE

DRAWING NAME: UTILITY PLAN

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
P.O. BOX 321 KITTERY, MAINE 04101
(207) 775-2655

THESE PLANS, NOTES, MODELS AND/OR DESIGNS ARE THE PROPERTY OF ACORN ENGINEERING, INC. AND SHALL NOT BE REPRODUCED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

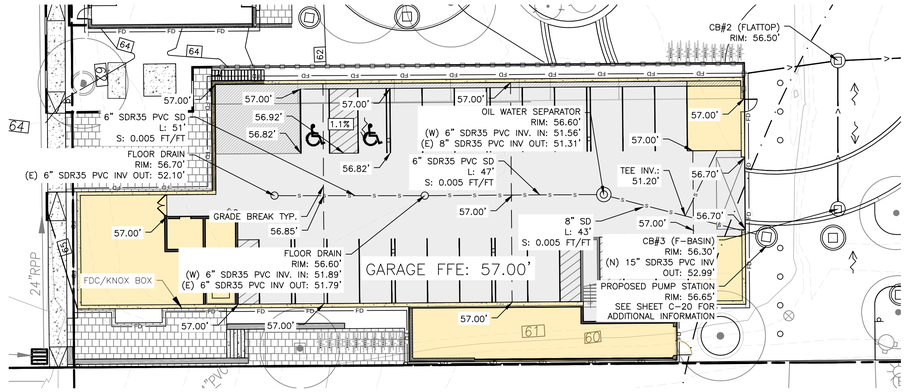
FILE: 1124_CIVIL
JN: 1124
SCALE: AS NOTED
DESIGNED BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

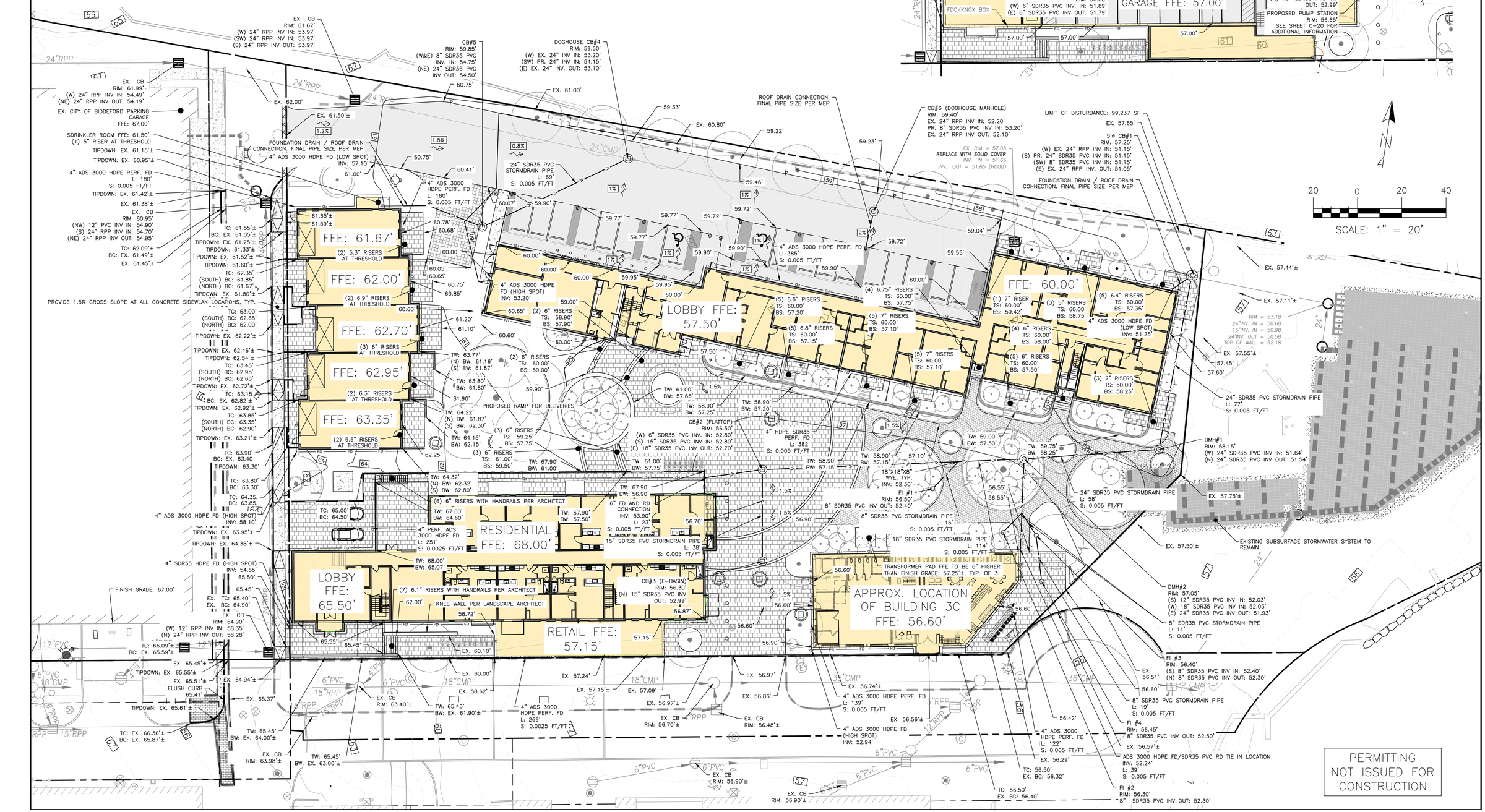
STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-20

GENERAL NOTES:

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF BIDDEFORD TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNGRADIENT OF ACTIVE CONSTRUCTION.
5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED DOWNGRADIENT OF ALL ACTIVE CONSTRUCTION WORK PER DETAIL. BARRIERS TO NOT EXTEND PAST PROPERTY LINES; BARRIERS SHOWN OFFSET FROM PROPERTY LINES ON PLANS FOR VISUAL PURPOSES ONLY.
6. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT, PREPARED BY SUMMIT GEOENGINEERING SERVICES, DATED 6/14/22. BEDROCK AND APPROX 4± FEET THICK CONCRETE SLABS ARE ANTICIPATED TO BE ENCOUNTERED IN CERTAIN AREAS. CONTRACTOR TO ACCOUNT FOR APPROPRIATE BLASTING AND/OR REMOVAL OF MATERIALS REQUIRED TO INSTALL SITE IMPROVEMENTS, INCLUDING UTILITIES, AS DEPICTED WITHIN THE PLAN SET.
7. INSTALL 2" RIGID INSULATION ON ALL DRAINAGE PIPES WITH LESS THAN 4 FT OF COVER.





PERMITTING NOT ISSUED FOR CONSTRUCTION

ISSUED FOR

BY	DATE

GRADING PLAN

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

DRAWING NAME:

ACORN ENGINEERING, INC.
ENGINEERING · SURVEYING · PLANNING
PO BOX 1222 SACO, MAINE 04101
(207) 775-2655

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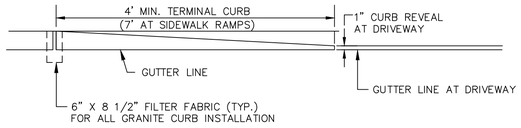
FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

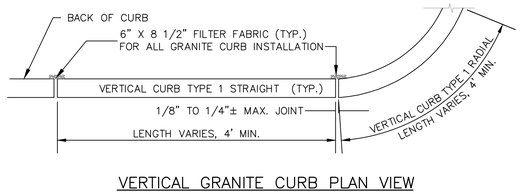
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER
STATE OF MAINE

DRAWING NO.

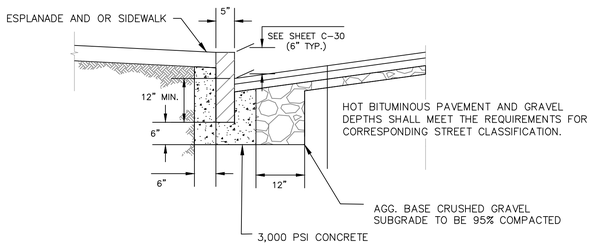
C-30



TERMINAL CURB PROFILE



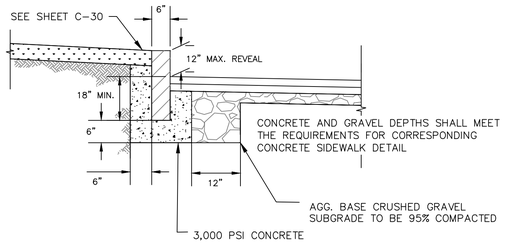
VERTICAL GRANITE CURB PLAN VIEW



VERTICAL GRANITE CURB CROSS SECTION

NOTES:
1. INDIVIDUAL PIECES OF CURB SHORTER THAN 4 L.F. ARE NOT ALLOWED, WITH THE EXCEPTION OF RADIAL CURB.
2. THE MINIMUM HEIGHT OF THE CONCRETE BACKING SHALL BE 10-INCHES OR TO THE BOTTOM OF THE HOT MIX ASPHALT PAVEMENT, WHICHEVER IS GREATER, MEASURED FROM THE BOTTOM OF CURB.
3. CURBING SHALL BE SET IN A 6-INCH BED OF POURED IN PLACE 3,000 PSI CONCRETE MIX.
4. WOODEN SHIMS MAY BE USED TO SET CURB.

VERTICAL GRANITE CURB
NOT TO SCALE

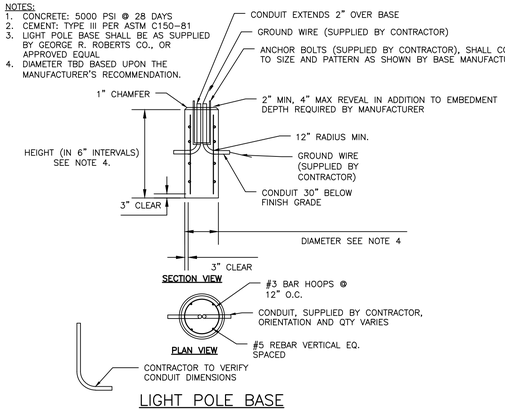


12" VERTICAL GRANITE CURB CROSS SECTION

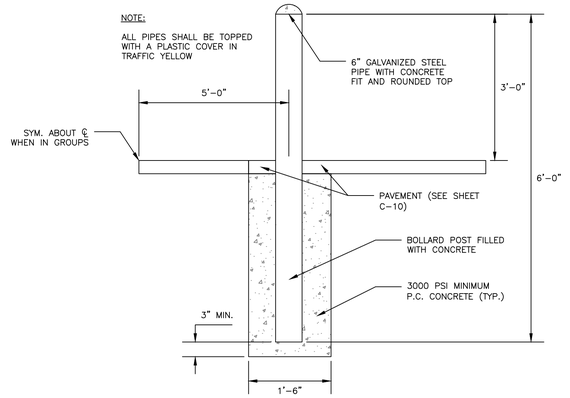
SCHEDULE		
HEIGHT OF POLE	MIN. DIAMETER	MIN. EMBEDMENT
<20'	18"	5'
20'-40'	2'	6'
>40'	3'	8'

REVEALS	
APPLICATIONS	REVEAL
STREET/SIDEWALK	4"
OTHER PED HARDSCAPE	FLUSH
PEDESTRIAN LAWN/MULCH	4"
PARKING AREAS (OPEN TRAFFIC)	24-36"

NOTES:
1. CONCRETE: 5000 PSI @ 28 DAYS
2. CEMENT: TYPE III PER ASTM C150-81
3. LIGHT POLE BASE SHALL BE AS SUPPLIED BY GEORGE R. ROBERTS CO., OR APPROVED EQUAL.
4. DIAMETER TBD BASED UPON THE MANUFACTURER'S RECOMMENDATION.

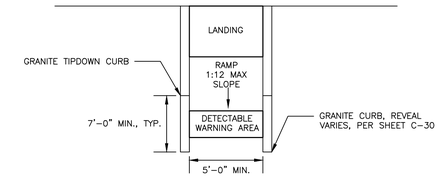


LIGHT POLE BASE
NOT TO SCALE



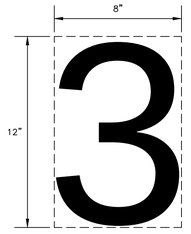
PIPE BOLLARD
NOT TO SCALE

NOTES:
1. ALL RAMPS SHALL COMPLY WITH CITY OF BIDDEFORD AND ADA STANDARDS.
2. SIDEWALK MATERIAL SHALL BE PER CITY SIDEWALK MATERIAL POLICY.
3. FLARED SECTIONS SHOULD MATCH SURFACE MATERIAL USED FOR SIDEWALK CONSTRUCTION.



DESIGN ELEMENT	SLOPE IN DIRECTION OF TRAVEL	CROSS SLOPE
APPROACH	8.33% MAX	2%
LANDING	2%	2%
RAMP	8.33% MAX	MATCH STREET GRADE
SIDEWALK	PER C-30	2%

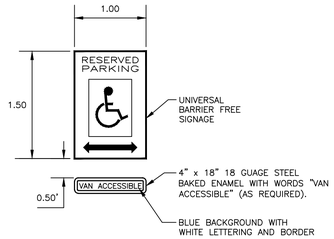
SIDEWALK RAMP LAYOUT
NOT TO SCALE



NOTES:
1. NUMBERS TO BE PAINTED AS THE SAME COLOR AS THE CORRESPONDING PARKING SPACE.
2. BOTTOM OF NUMBER TO BE FLUSH WITH THE FRONT OF THE PARKING SPACE.

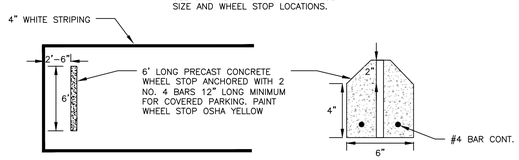
PARKING STALL NUMBER DETAIL
NOT TO SCALE

NOTES:
1. ALL ASPECTS OF RESERVED PARKING SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION
2. SIGN SHALL BE CONSTRUCTED AS SIGN R7-8 UNDER THE "PARKING AND STANDING SIGNS AND PLAQUES" (R7 SERIES) WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION. VAN ACCESSIBILITY SHALL BE CONSTRUCTED AS SIGN R7-8a OR R7-8b.
3. IF NOT MOUNTED, SIGN POST CONSTRUCTION AND MOUNTING SHALL BE IN ACCORDANCE WITH CHAPTER 2A OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.



BARRIER FREE PARKING SIGN
NOT TO SCALE

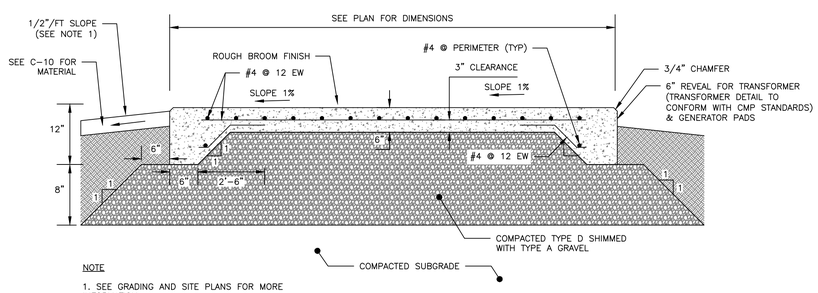
NOTE:
SEE SITE PLAN FOR PARKING SPACE SIZE AND WHEEL STOP LOCATIONS.



PLAN VIEW SECTION VIEW

CONCRETE WHEEL STOP
NOT TO SCALE

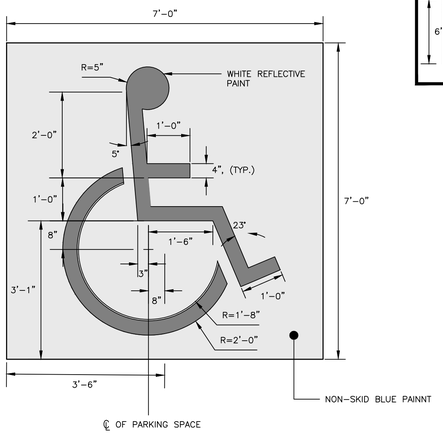
NOTES:
1. NOTE: PROOFROLL AND COMPACT SUBGRADE
2. COMPACT AGGREGATES TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
3. FINISH WITH A STIFF, COARSE, FIBER BROOM.
4. REFER TO PLANS FOR DIMENSIONS.
5. CONCRETE TO BE 4,500 PSI REINFORCED PORTLAND CEMENT CONCRETE.



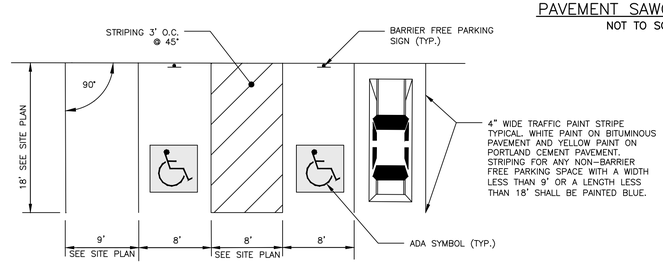
NOTE
1. SEE GRADING AND SITE PLANS FOR MORE INFORMATION

SECTION

CONCRETE PAD DETAIL
NOT TO SCALE

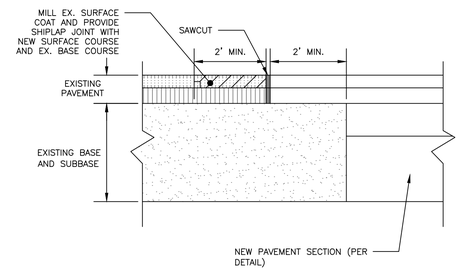


INTERNATIONAL BARRIER FREE SYMBOL
NOT TO SCALE



PARKING SPACE DIMENSIONS
NOT TO SCALE

NOTES:
1. NOTE: SAWCUT EXISTING PAVEMENT AND REMOVE 2' STRIP OF EXISTING PAVEMENT. CREATE UNIFORM AND RIGID BUTT JOINT AND APPLY BITUMINOUS TACK COAT AT AN APPLICATION RATE OF 0.10 TO 0.14 GALLONS PER SQUARE YARD PRIOR TO PLACEMENT OF NEW BITUMINOUS PAVEMENT.
2. THE NEW PAVEMENT SECTION SHALL MEET PAVEMENT SECTION DETAIL AT A MINIMUM OR THE THE EXISTING PAVEMENT AND AGGREGATE BASE AND SUBBASE DEPTH WHICHEVER IS GREATER.



PAVEMENT SAWCUT DETAIL
NOT TO SCALE

PERMITTING NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/5/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: SITE DETAILS - 1

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.
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ACORN ENGINEERING, INC.
P.O. BOX 3257, PORTLAND, MAINE 04101
(207) 775-2655

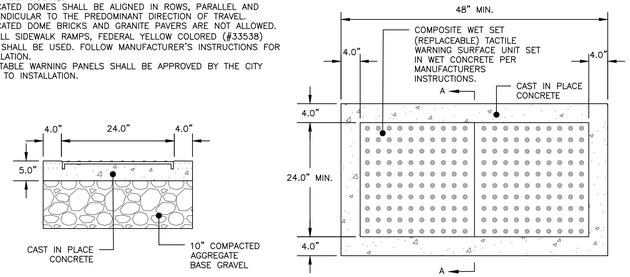
FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-40

NOTES:

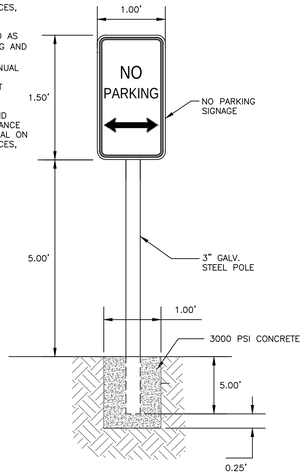
1. COMPOSITE WET SET (REPLACEABLE TACTILE WARNING SURFACE UNITS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR APPROVED EQUAL.
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MDOT CLASS A STRUCTURAL CONCRETE, MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE CONCRETE SHALL BE SEALED PRIOR TO SETTING PANELS. THE EXPOSED CONCRETE BORDER SHALL RECEIVE A UNIFORM BROOM FINISH PERPENDICULAR TO THE FLOW OF PEDESTRIAN TRAFFIC.
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. TRUNCATED DOME BRICKS AND GRANITE PAVERS ARE NOT ALLOWED.
4. FOR ALL SIDEWALK RAMPS, FEDERAL YELLOW COLORED (#33538) TILES SHALL BE USED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
5. DETECTABLE WARNING PANELS SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.



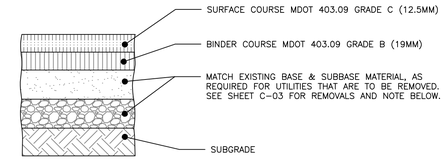
SIDEWALK RAMP DETECTABLE WARNING PANEL
NOT TO SCALE

NOTES:

1. ALL ASPECTS OF NO PARKING SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION
2. SIGN SHALL BE CONSTRUCTED AS SIGN R7-8 UNDER THE "PARKING AND STANDING SIGNS AND PLAQUES" (R8-3a SERIES) WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.
3. SIGN POST CONSTRUCTION AND MOUNTING SHALL BE IN ACCORDANCE WITH CHAPTER 2A OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.



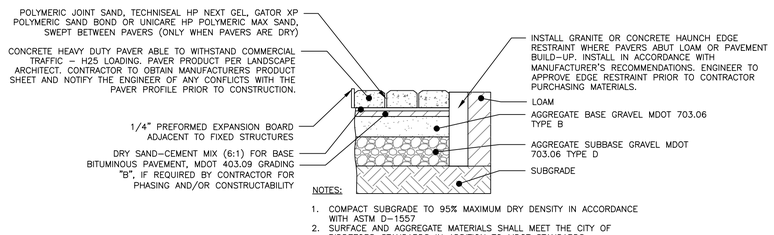
NO PARKING SIGN
NOT TO SCALE



NOTE:
1. COMPACT AGGREGATES TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
2. CONTRACTOR TO VERIFY EXISTING GOOCH STREET BASE AND SUBBASE MATERIALS AND MATCH EXISTING.
3. PROJECT PROPOSES TO MILL EXISTING PAVEMENT AND INSTALL NEW BITUMINOUS PAVEMENT PER DETAIL. REFER TO APPLICABLE UTILITY CROSS SECTIONS FOR NEW UTILITY INSTALLATION.
4. THE MINIMUM SLOPE OF PAVEMENT SHALL MEET OR EXCEED 1% IN ALL CASES WHERE NOT NOTED ON THE GRADING PLAN. SLOPES IDENTIFIED ON THE GRADING PLAN TAKE PRECEDENT. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS. SEE SHEET C-30 FOR ADDITIONAL INFORMATION.

THICKNESS OF LAYERS	
STANDARD	LAYERS
1.25"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
4"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B OR A
18"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

PAVEMENT PROFILE:
NOT TO SCALE



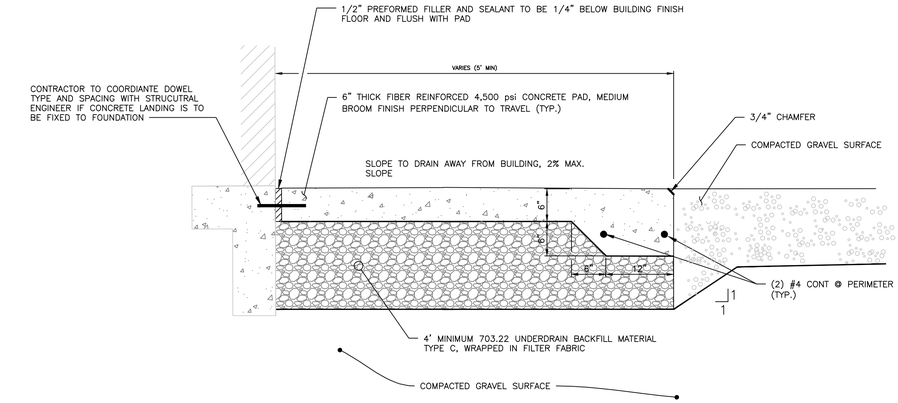
GRADATION REQUIREMENTS FOR JOINT SAND		
SIEVE SIZE	NATURAL SAND PERCENT PASSING	MANUFACTURED SAND PERCENT PASSING
NO. 4 (4.75mm)	100	100
NO. 8 (2.36mm)	95–100	95–100
NO. 16 (1.18mm)	70–100	70–100
NO. 30 (0.60mm)	40–75	40–75
NO. 50 (0.30mm)	10–30	20–40
NO. 100 (0.15mm)	2–15	10–25
NO. 200 (0.075)	0–1	0–10

NOTES:

1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557
2. SURFACE AND AGGREGATE MATERIALS SHALL MEET THE CITY OF BIDDEFORD STANDARDS IN ADDITION TO MDOT STANDARDS.
3. JOINT SAND COMPRESSION STRENGTH: PROVEN RESISTANCE TO COMPRESSION OF 550 PSI AFTER DRYING FOR 7 DAYS UNDER CONTROLLED CONDITIONS (73 DEGREE F AT 50% HUMIDITY)

THICKNESS OF LAYERS	
STANDARD	LAYERS
3.149"	CONCRETE PAVER (DEPTH TBD BASED UPON MANUFACTURER)
1"	DRY SAND-CEMENT MIX (6:1)
2"	BITUMINOUS MDOT 403.09 GRADING "B"
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
15"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

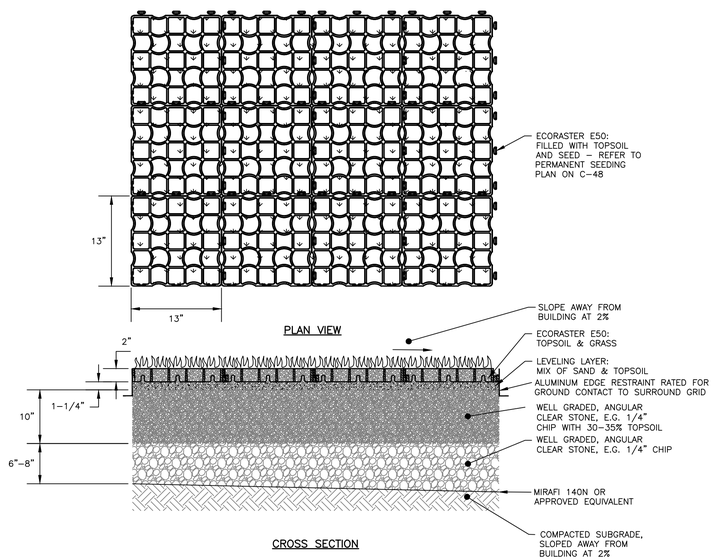
PAVER PROFILE
NOT TO SCALE



CONCRETE LANDING DETAIL
NOT TO SCALE

NOTES:

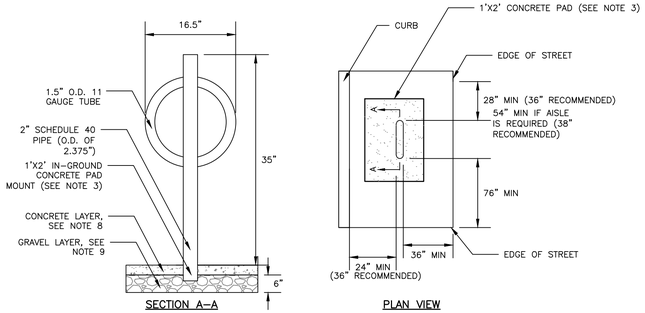
1. ¼" CHIP CLEAR OR OTHER SUITABLE CLEAR STONE CAN BE USED FOR DRAINAGE LAYER.



PERMEABLE GROUND STABILIZATION SYSTEM WITH ECORASTER GRID DETAIL
NOT TO SCALE

NOTES:

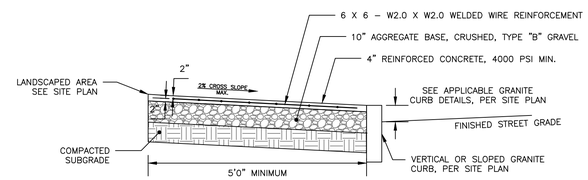
1. BICYCLE RACK SHALL BE "DERO BIKE HITCH", AS MANUFACTURED BY DERO BIKE RACKS.
2. BICYCLE RACK SHALL HAVE CAPACITY FOR TWO BICYCLES.
3. BICYCLE RACK PARTS SHALL BE OF UNIFORM COLOR AND SHALL BE FINISHED IN ACCORDANCE WITH PRODUCT SPECIFICATION.
4. BICYCLE RACK SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S MOST RECENT INSTALLATION RECOMMENDATIONS, AND SHALL BE INSTALLED WITH AN IN-GROUND MOUNT UNLESS OTHERWISE APPROVED BY ENGINEER.
5. MINIMUM OFFSETS SHOWN. MANUFACTURER'S RECOMMENDED OFFSETS SHALL BE ENFORCED WHERE POSSIBLE.
6. MINIMUM DISTANCE BETWEEN BICYCLE RACKS SHALL BE 24". RECOMMENDED DISTANCE BETWEEN BICYCLE RACKS SHALL BE 38".
7. ALL OFFSETS ARE FROM OUTSIDE EDGES OF ITEMS.
8. CONCRETE SHALL BE 4000 PSI @28 DAYS. BOTTOM OF CONCRETE SHALL BE AT TOP OF SIDEWALK GRAVEL ELEVATION. DEPTH VARIES APPROX. 4"–7".
9. GRAVEL LAYER SHALL BE INSTALLED IN ACCORDANCE WITH CONCRETE SIDEWALK DETAIL, AND SHALL BE MAINEDOT 703.06 TYPE B.



DERO BIKE HITCH
NOT TO SCALE

NOTES:

1. AT A MINIMUM, TESTING SHALL CONSIST OF ENTRAINED AIR AND SLUMP TESTS ON SITE PRIOR TO POURING THE SIDEWALKS. ENTRAINED AIR TESTS SHALL BE DONE IN ACCORDANCE WITH AASHTO T152. TEST FIRST TWO LOADS AND EVERY THIRD LOAD THEREAFTER PROVIDED CONSISTENT RESULTS ARE ACHIEVED.
2. WELDED WIRE FABRIC SHALL BE PLACED 2 INCHES ABOVE THE CRUSHED GRAVEL, AND 2 INCHES FROM ALL FINISHED EDGES, EXPANSION JOINTS AND CURBS. ALL FABRIC JOINTS SHALL BE OVERLAPPED A MINIMUM OF 1 FOOT AND BE PROPERLY TIED. IF THE CONTRACTOR ELECTS TO USE REBAR, ONLY 4-GAUGE WILL BE ACCEPTABLE. IF THE CONTRACTOR ELECTS TO USE A PRE-MIXED FIBER MESH, A SPECIFICATION SHEET MUST BE SUBMITTED AND PRE-APPROVED BY THE ENGINEER PRIOR TO ITS APPLICATION.
3. SLABS SHALL BE PLACED ALTERNATELY IN LENGTHS NOT TO EXCEED 30 FEET OR AS DIRECTED AND SHALL BE SEPARATED BY AN EXPANSION JOINT OF PREFORMED EXPANSION FILLER ½ INCH IN THICKNESS.
4. WHEN CONSTRUCTED ADJACENT TO A BUILDING, RETAINING WALL OR OTHER FIXED STRUCTURE, A ½ INCH THICK PREFORMED JOINT FILLER SHALL BE USED BETWEEN THE SLAB AND THE STRUCTURE.
5. THE SIDEWALK SURFACE SHALL BE SCORED INTO BLOCK UNITS NO GREATER THAN 40 SQUARE FEET AS DIRECTED. THE DEPTH OF THE SCORING SHALL BE AT LEAST ONE QUARTER OF THE THICKNESS OF THE SLAB.
6. ANY MATCHING INTO EXISTING SIDEWALKS SHALL BE DONE SO WITH A CLEAN VERTICAL FACE CONNECTION.
7. THE SURFACE SHALL BE FINISHED TO PRODUCE A BROOMLIKE "BRUSHED" PATTERN. NO PLASTERING OF THE SURFACE WITH MORTAR WILL BE PERMITTED. THE FINISH SHALL RESULT IN A SURFACE OF UNIFORM TEXTURE AND COLOR. ALL OUTSIDE EDGES OF THE SLAB AND ALL JOINTS SHALL BE ROUNDED WITH A ½ INCH RADIUS EDGING TOOL.
8. CONCRETE SHALL BE CURED FOR 72 HOURS. CURING SHALL BE BY MEANS OF THOMPSON'S WATER SEAL AS MANUFACTURED BY E.A. THOMPSON CO., INC. OF MEMPHIS, TENNESSEE, BOILED LINSEED OIL, WHITE PIGMENTED CURING COMPOUND, OR BY OTHER APPROVED METHODS. CONCRETE SIDEWALK TO BE SEALED WITH CONSOLIDECK SALTGUARD WB OR APPROVED EQUAL 28 DAYS AFTER PLACEMENT. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION.
9. GENERAL CONTRACTOR TO COLLECT DELIVERY SLIPS AND TRANSFER TO THE OWNER.
10. WHERE REINFORCED CONCRETE SIDEWALK IS PROPOSED IN A PUBLIC RIGHT OF WAY, THE DETAIL MUST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT PRIOR TO THE INSTALLATION OF THE WALK.



REINFORCED CONCRETE SIDEWALK
NOT TO SCALE

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: SITE DETAILS – 2

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

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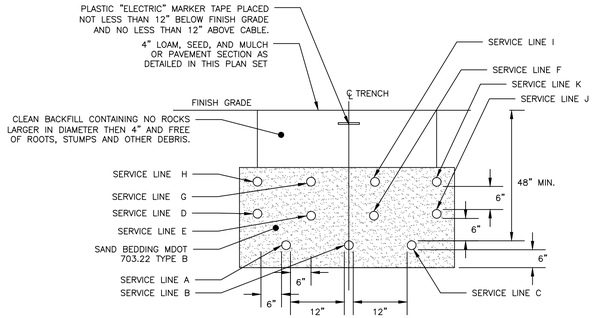
ACORN ENGINEERING, INC.
70 BLANCHARD ROAD, SUITE 204, CUMBERLAND, MAINE 04101
PO BOX 3410, PORTLAND, ME 04104 (207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-41



CONDUIT TYPE				
SERVICE	CONDUIT SIZE	GRASS AND PAVED AREAS	UTILITY	REMARKS
A	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
B	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
C	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
D	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
E	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
F	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
G	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
H	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
I	4"	SCHEDULE 40 PVC ELECTRICAL GRADE	CABLE	–
J	4"	SCHEDULE 40 PVC	SPARE	–
K	4"	SCHEDULE 40 PVC	SPARE	–

NOTES:

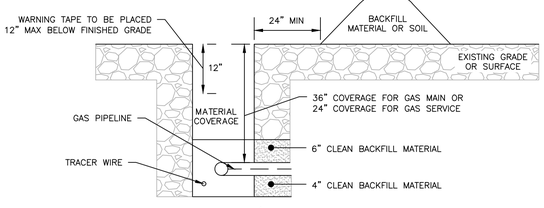
1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS.
2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.
3. CONDUITS WITHIN THE CITY RIGHT-OF-WAY SHALL BE ENCASED IN CONCRETE.
4. FINAL SIZE OF CONDUITS TO BE SPECIFIED BY MEP, ELECTRICIAN, OR DESIGN/BUILD ELECTRICAL CONTRACTOR.

UTILITY TRENCH – PRIMARY AND SECONDARY POWER, TELEPHONE, AND CABLE

NOT TO SCALE

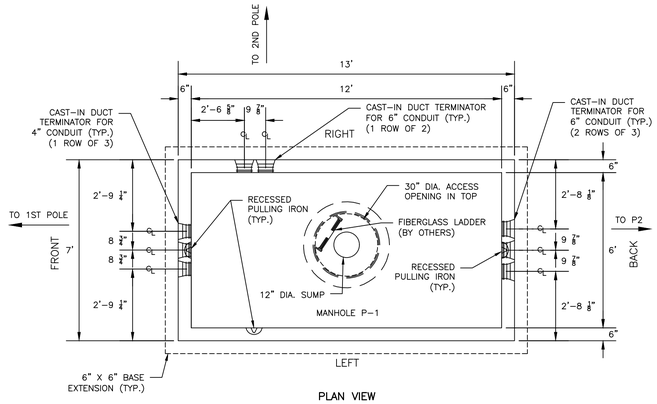
NOTES:

1. INSTALL MAINS WITH A MINIMUM OF 36" OF COVER AND SERVICES WITH A MINIMUM OF 24" OF COVER. EXCEPTIONS MAY BE MADE WITHIN SLATE AND FEDERAL CODES WITH THE PRIOR APPROVAL OF THE OPERATIONS CENTER MANAGER. INSTALL PLASTIC PIPE WITH SLACK SO EXTERNAL LOADING OR THERMAL CONTRACTION WILL NOT PLACE UNNECESSARY STRESS ON THE PIPE OR JOINTS. IN CASES WHERE A STOPPER FITTING OF OTHER NEW MATERIAL IS ADDED TO AN OLDER MAIN SUCH THAT THE MAIN HAS LESS THAN 24" OF COVE, THE CONTRACTOR SHOULD PROVIDE PERMANENT PROTECTION SUCH AS CONCRETE. WHENEVER A MAIN WILL BE INSTALLED WITH LESS THAN 24" OF COVER, NOTIFY THE OPERATIONS CENTER MANAGER OR THE DESIGNEE SO THEY CAN REQUEST APPROVAL FROM THE DEPARTMENT OF PUBLIC UTILITIES.
2. PROCEDURE – SEE FIGURE BELOW
   - 2.1. REMOVE ALL EXCESS WATER FROM THE TRENCH WITH PUMPS OR EQUIVALENT
   - 2.2. PLACE A LAYER OF SAND 4" DEEP IN TRENCH BOTTOM BEFORE LAYING THE PIPE IN THE TRENCH. THE OPERATIONS CENTER MANAGER OR COMPANY FIELD REPRESENTATIVE MAY ALLOW USE OF CLEAN FILL MATERIAL INSTEAD OF SAND PROVIDED IT IS CLEAN AND FREE OF ANY OBJECTS THAT MAY IMPINGE ON THE PIPE.
   - 2.3. FOR PLASTIC PIPE, INSTALL NUMBER 12 AWG SOLID COPPER WIRE (TRACER WIRE) WITH YELLOW INSULATION JACKET ALONG THE LENGTH OF THE SERVICE. THIS WIRE IS USED TO LOCATE THE PIPE. DO NOT PHYSICALLY ATTACH THE WIRE OR ALLOW THE WIRE TO TOUCH THE PLASTIC PIPE. KEEP THE TRACER WIRE AT LEAST 4" AWAY FROM THE PLASTIC PIPE. IF THE INSTALLATION IS TRENCHLESS, THE TRACER WIRE MAY BE LESS THEN 4" AWAY FROM THE PLASTIC PIPE.
   - 2.4. PLACE A MINIMUM OF 6" OF SAND OVER THE PIPE. THE OPERATIONS CENTER MANAGER OR COMPANY FIELD REPRESENTATIVE MAY ALLOW USE OF CLEAN FILL MATERIAL INSTEAD OF SAND PROVIDED IT IS CLEAN AND FREE OF ANY OBJECTS THAT MAY IMPINGE ON THE PIPE.
   - 2.5. PLACE WARNING TAPE IN THE TRENCH NOT MORE THAN 12" BELOW FINISHED GRADE. THE STANDARD WARNING TAPE IS YELLOW, NON-DETECTABLE TAPE, 6" WIDE.
   - 2.6. FILL THE REST OF THE TRENCH WITH CLEAN FILL MATERIAL, USING THE SPOIL WHERE SUITABLE AND ACCEPTABLE. IF THE ORIGINAL SPOIL MATERIAL IS NOT SUITABLE FOR USE AS A SUB-GRADE MATERIAL WHEN RESTORING ROAD SURFACES, USE MATERIAL REQUIRED BY STATE OR LOCAL AGENCIES. REMOVE ALL EXCESS SPOIL IN THE ACCEPTED MANNER.
   - 2.7. PROPERLY COMPACT THE TRENCH TO INSURE THE TRENCH WILL NOT SETTLE.
3. SEE GAS STANDARD 10.03 FOR A DESCRIPTION OF SUITABLE MATERIALS FOR PIPE BEDDING AND FINAL BACKFILL.

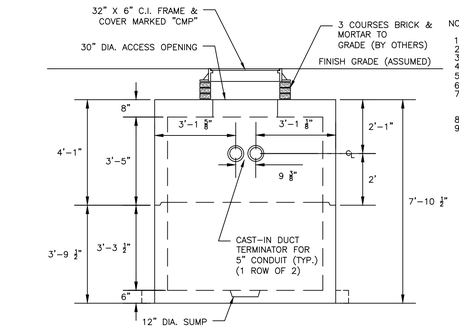


NATURAL GAS MAIN/SERVICE TRENCH DETAIL

NOT TO SCALE



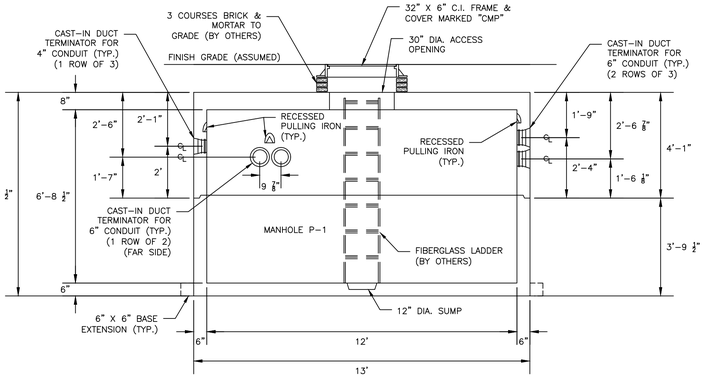
PLAN VIEW



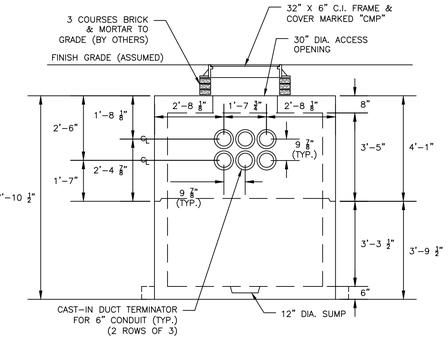
FRONT ELEVATION VIEW

NOTES:

1. CONCRETE: 5,000 PSI @ 28 DAYS.
2. CEMENT: TYPE III PER ASTM C150-81.
3. REINFORCING: GRADE 60 PER ASTM A615.
4. DESIGN LOADING: H-20 PER ASTM C-478.
5. JOINTS TO BE SEALED WATER TIGHT WITH "CON-SEAL".
6. EXTERIOR OF TANK TO BE "AQUA-SAFE" COATED.
7. ALL PRECAST SECTIONS AND BASES SHALL HAVE THE DATE OF MANUFACTURE AND THE NAME OF THE MANUFACTURER MARKED ON THE INSIDE WALL.
8. LADDER PROVIDED AND INSTALLED BY OTHERS.
9. IDENTIFICATION TAGS FOR CABLES IN MANHOLE SHALL BE SET AT THE TIME OF MANHOLE INSTALLATION BY OTHERS.



SECTION VIEW



BACK ELEVATION VIEW

DESCRIPTION	WEIGHT	QUANTITY
3'-9 1/2" BASE	16,202 LBS	1
3'-11" TOP	18,892 LBS	1

PRECAST CONCRETE 38Y MANHOLE DETAIL

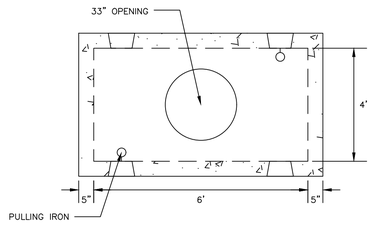
NOT TO SCALE

NOTES:

1. WHERE DANGER OF PLOW OR TRAFFIC DAMAGE EXISTS, BARRIERS CONSISTING OF CONCRETE FILLED 6 INCH IPS STEEL POSTS SET 4 FEET DEEP SHALL BE PROVIDED FOR PROTECTION (PRESSURE TREATED 6X6 INCH MIN. TIMBER POSTS MAY BE SUBSTITUTED IN RESIDENTIAL AREAS). POSTS SHALL NOT INTERFERE WITH TRANSFORMER ACCESS. GENERALLY THE POSTS SHALL BE LOCATED NEAR THE CORNERS OF THE TRANSFORMERS.
2. THE SETBACKS DEPICT CLEARANCES FROM OBSTRUCTIONS INCLUDING TREES, SHRUBS, AND FENCES.
3. THERE SHALL BE NO OPENINGS IN THE BUILDING WALL IN BACK OF, BESIDE, OR OVER THE TRANSFORMER UNLESS THE TRANSFORMER IS A MIN. OF 10 FEET FROM THE BUILDING.
4. SIDE CLEARANCES FROM DOORS OR WINDOWS SHALL NOT BE LESS THAN 10 FEET.
5. THERE SHALL BE A MIN. OF 10 FEET BETWEEN THE TRANSFORMER AND ANY GAS METER/REGULATOR, GAS RELIEF VALVE, GAS VENT DISCHARGE, GAS FILLING CONNECTION, OR PROPANE TANK. SOME INSURANCE COMPANIES MAY REQUIRE INCREASED CLEARANCES.
6. TRANSFORMER SHALL BE LOCATED FAR ENOUGH AWAY FROM BUILDING OVERHANGS SO THAT THEY WILL NOT BE SUBJECT TO DAMAGE BY FALLING ICE AND SNOW.
7. IF TRANSFORMER IS NOT INSTALLED IMMEDIATELY UPON THE INSTALLATION OF THE CABLE IN THE PAD, THE CONTRACTOR SHALL PROVIDE AND INSTALL A CMP APPROVED CONCRETE, STEEL, OR FIBERGLASS COVER OVER THE PAD OPENING TO ELIMINATE EXPOSURE OF THE CABLE.

NOTES:

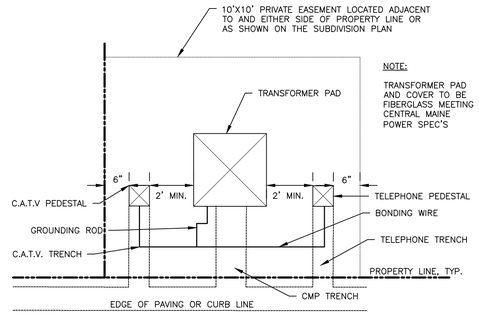
1. SPLICE BOX SHALL BE DESIGNED TO WITHSTAND H20 LOADING WITH 6" OF OVERBURDEN. THE DESIGN SHALL ALSO COMPLY WITH NATIONAL ELECTRICAL SAFETY CODE SECTION 323A. PROVIDE SHOP DRAWINGS STAMPED BY A STATE OF MAINE REGISTERED PROFESSIONAL ENGINEERING UPON REQUEST.
2. FOR USE WITH 32" COVER MARKED CMP CO., S/C62-1830 (MIN. ONE COURSE OF BRICK TO GRADE.)
3. SPLICE BOX AND SLAB SHALL BE SET ON A SUITABLE GRAVEL BASE.



PLAN VIEW

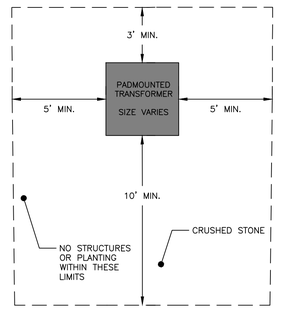
4' X 6' SPLICE BOX

NOT TO SCALE



TYPICAL TRANSFORMER DETAIL

NOT TO SCALE



CMP TRANSFORMER SETBACKS

NOT TO SCALE

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: UTILITY DETAILS – 1

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

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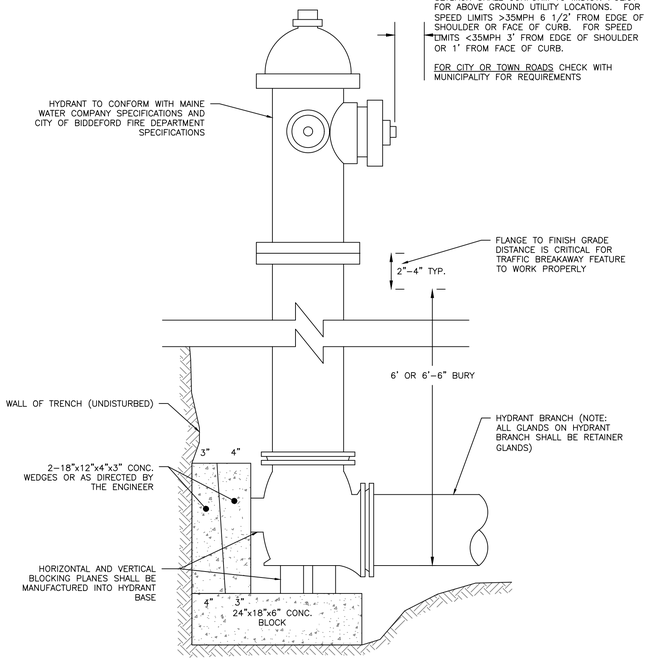
ACORN ENGINEERING, INC.
DAVID A. COLE, P.E.
PO BOX 3201 SCARBOROUGH, MAINE 04101
(207) 775-2655

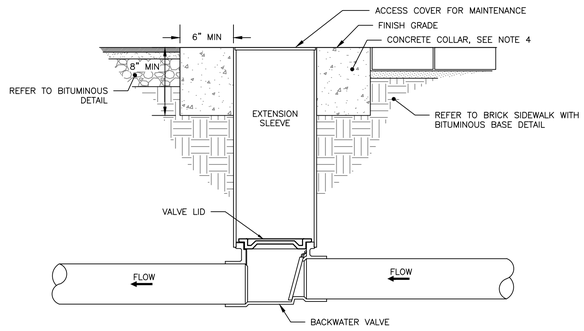
FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-42



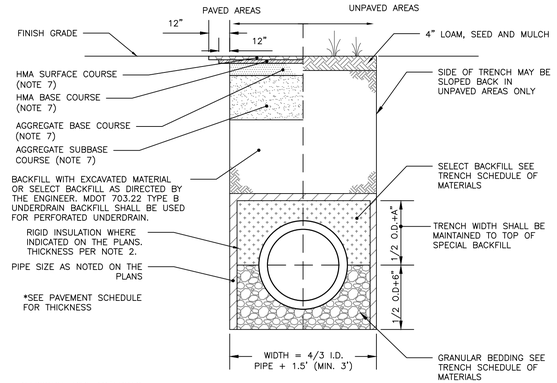
TYPICAL HYDRANT INSTALLATION DETAIL
NOT TO SCALE



NOTES:

1. BACKFLOW VALVE TO BE PROVIDED BY AGRI DRAIN CORPORATION OR AN APPROVED EQUAL.
2. VALVE TO BE INSTALLED TO MANUFACTURER'S SPECIFICATIONS AND COMPLY WITH RULES AND REGULATIONS AS OUTLINED IN SECTION 2 OF THE CITY OF BIDDEFORD TECHNICAL MANUAL.
3. VALVE SHALL BE INSTALLED WITH A VALVE BOX AND COVER TO PROVIDE EASY ACCESS AND MAINTENANCE; VALVE COVER SHALL STATE "SEWER" ON LID FLUSH TO SURFACE. REFER TO VALVE & BOX COVER DETAIL FOR ADDITIONAL INFORMATION.
4. CONCRETE COLLAR AT A MINIMUM 24-HOUR COMPRESSIVE STRENGTH OF 3,000 PSI.

BACKFLOW VALVE ASSEMBLY
NOT TO SCALE



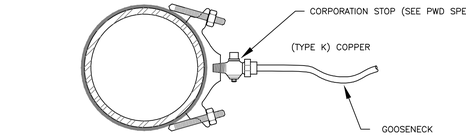
SCHEDULE OF MATERIALS		
TYPE OF PIPE	GRANULAR BEDDING	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC/HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE B UD BACKFILL
CMP	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

NOTES:

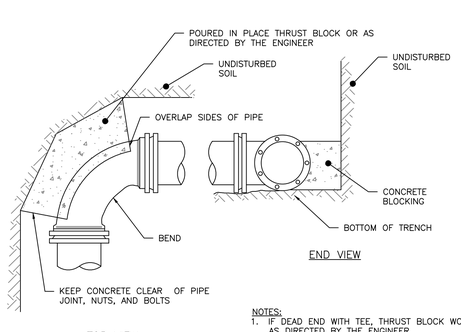
1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2' RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.
3. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
4. MINIMUM COVER
   4.1. 2'-0" - STORM DRAIN
   4.2. 5'-0" - SEWER
5. NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE
6. THIS DETAIL SHALL BE APPLIED ONLY TO DRAINAGE PIPE TRENCHES OUTSIDE OF THE CITY OF BIDDEFORD ROW.
7. THICKNESS AS NOTED BY SURFACE DETAILS
8. ALL PROPOSED TREES PLANTED WITHIN 10' OF A STORM OR SEWER PIPE SHALL BE PLANTED AT A DEPTH NO GREATER THAN 3' DEEP. PERMEABLE LANDSCAPE FABRIC SHALL CREATE A ROOT BARRIER AROUND THE PIPES. CONTRACTOR SHALL COORDINATE WITH THE LANDSCAPE DRAWINGS.

ALLOWABLE PIPE MATERIALS:
- REINFORCED CONCRETE PIPE (RCP) MIN. STRENGTH OF CLASS III
- PVC RING TYPE SEWER (SDR 35) OR EQUIVALENT, MIN PS-46 RATING
- PVC RING TYPE SEWER PIPE MEETING ASTM F 789
- DUCTILE IRON PIPE (DIP)
- ADS N-12 HP DUAL-WALL MIN PS-46 RATING
- ADS SANITITE HP MIN. PS-46

STORM DRAIN AND SEWER TYPICAL TRENCH SECTION
NOT TO SCALE



SERVICE SADDLE: 1-1/2" AND 2" C.C. THREAD
NOTE TO SCALE

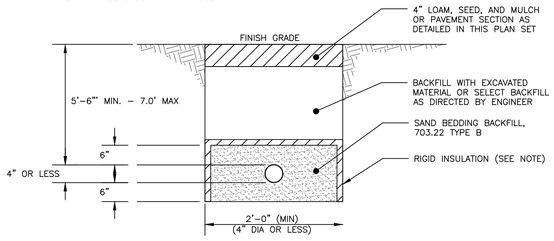


NOTES:
1. IF DEAD END WITH TEE, THRUST BLOCK WOULD BE REQUIRED OR AS DIRECTED BY THE ENGINEER
2. SEE THRUST/RETAINER GLAND SCHEDULE FOR TYPE OF BLOCKING TO BE USED ON BENDS

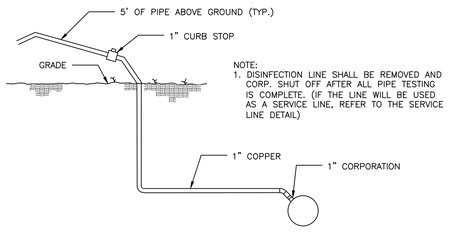
THRUST BLOCKING: REGULAR BEND
NOTE TO SCALE

NOTES:

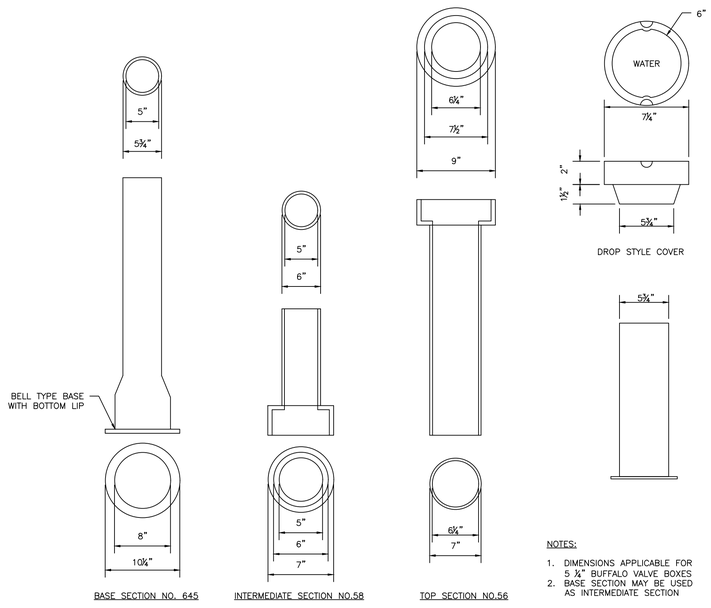
1. THE WATER TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MAINE WATER DISTRICT STANDARD DETAILS & SPECIFICATIONS.
2. IF LESS THAN 5'-6" OF COVER IS POSSIBLE ADD TWO LAYERS OF 2-INCH "BLUE DOW" RIGID INSULATION.



WATER SERVICE TRENCH SECTION DETAIL
NOT TO SCALE



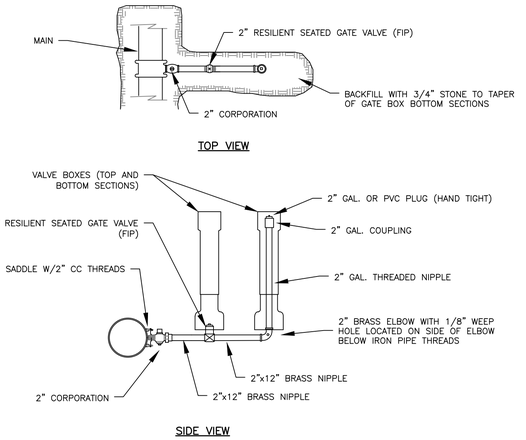
DISINFECTION LINE DETAIL
NOT TO SCALE



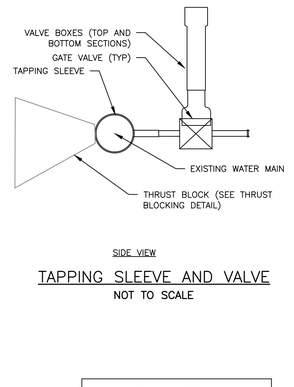
NOTES:

1. DIMENSIONS APPLICABLE FOR 5 ¼" BUFFALO VALVE BOXES
2. BASE SECTION MAY BE USED AS INTERMEDIATE SECTION

VALVE BOX & COVER
NOTE TO SCALE



SIDE-ARM BLOW-OFF
NOTE TO SCALE



TAPPING SLEEVE AND VALVE
NOTE TO SCALE

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NOT ISSUED FOR CONSTRUCTION

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SITE PLAN AMENDMENT	PFH 6/11/25
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COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: UTILITY DETAILS - 2

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.
PO BOX 3777, PORTLAND, MAINE 04101
(207) 775-2655

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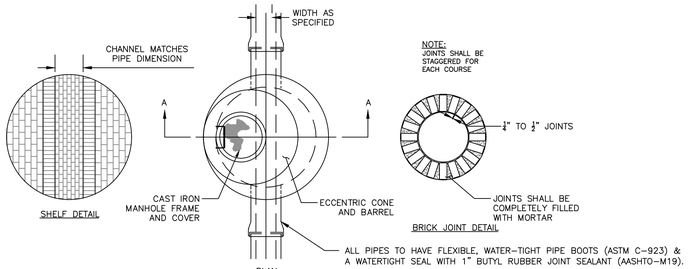
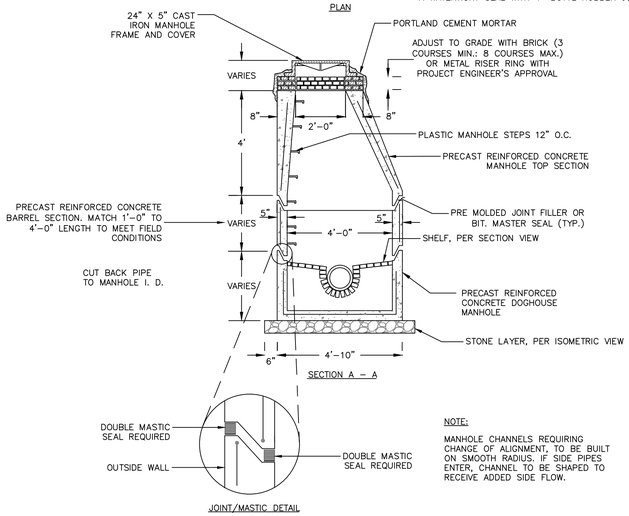
FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-43



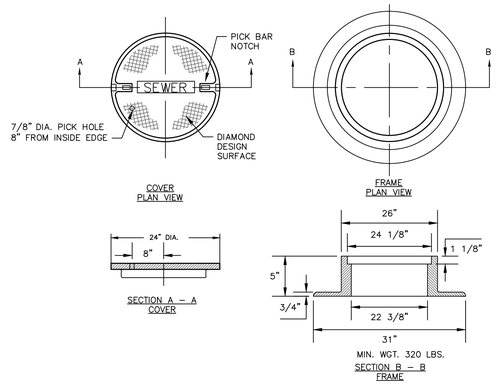


NOTE:

MANHOLE CHANNELS REQUIRING CHANGE OF ALIGNMENT, TO BE BUILT ON SMOOTH RADIUS. IF SIDE PIPES ENTER, CHANNEL TO BE SHAPED TO RECEIVE ADDED SIDE FLOW.

NOTES:
1. UNLESS OTHERWISE SPECIFIED, CONCRETE SHALL BE 4000 PSI @28 DAYS.
2. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
3. THIS DETAIL IS INTENDED TO PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR IN REGARDS TO THE CONNECTION OF THE DOGHOUSE MANHOLE BASE TO THE EXISTING SANITARY SEWER SYSTEM.
4. MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
5. PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C-478.
6. ALL MANHOLE RISERS SHALL BE ETHERIDGE 24" OR APPROVAL EQUAL.
7. ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE. THE MATERIAL SHALL BE MINWAX FIBROUS BRUSH COAT MADE BY THE MINWAX COMPANY, NEW YORK, NEW YORK; TREMCO 121 FOUNDATION COATING, MADE BY THE TREMCO MANUFACTURING COMPANY, CLEVELAND, OHIO; INERTOL NO-7 MADE BY INERTOL COMPANY, NEWARK, NEW JERSEY; CAMGER SUPERSEAL WATER-PROOFING CONCRETE COATING PPS-922-2, MADE BY THE CAMGER COATING SYSTEMS, INC., NORFOLK, MASSACHUSETTS OR APPROVED EQUAL.
8. CASTINGS SHALL CONFORM TO ASTM DESIGNATION A48-CLASS 35.

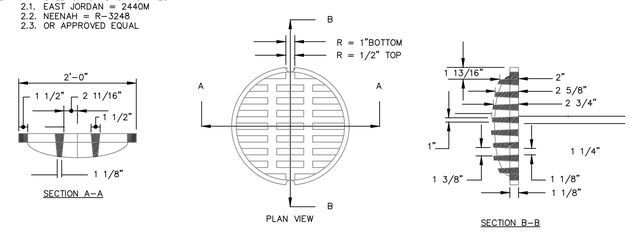
PRECAST CONCRETE MANHOLE
NOT TO SCALE



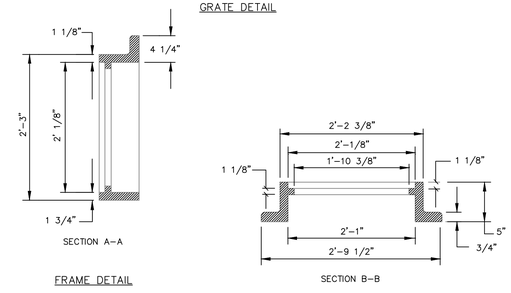
NOTES:
1. ALL MANHOLE COVERS SHALL BE SOLID AND SHALL HAVE ONE 7/8" DIAMETER DRILLED PICK HOLE, LOCATED 8" FROM THE CENTER OF THE COVER
2. ALL SANITARY AND STORMWATER/DRAIN MANHOLE COVERS SHALL BE 24" x 5".
3. ALL SANITARY MANHOLE COVERS AND SHALL HAVE "SEWER" CAST INTO THE COVER.
4. ALL STORMWATER/DRAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
5. APPROVED MANHOLE FRAMES:
   5.1. EAST JORDAN = 1690Z
   5.2. NEENAH = R-1496
   5.3. OR APPROVED EQUAL
6. APPROVED MANHOLE COVERS
   6.1. EAST JORDAN = 2160A
   6.2. NEENAH = R-1496
   6.3. OR APPROVED EQUAL

CAST IRON MANHOLE COVER AND FRAME
NOT TO SCALE

NOTES:
1. APPROVED CATCH BASIN FRAMES:
   1.1. EAST JORDAN = 7375Z
   1.2. NEENAH = R-3248
   1.3. OR APPROVED EQUAL
2. APPROVED CATCH BASIN GRATES
   2.1. EAST JORDAN = 2440M
   2.2. NEENAH = R-3248
   2.3. OR APPROVED EQUAL

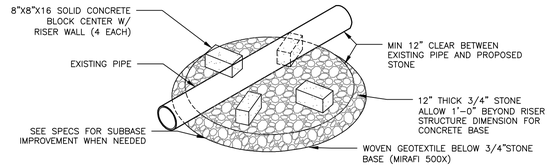


GRATE DETAIL



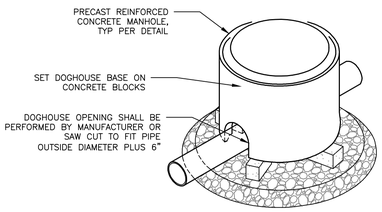
FRAME DETAIL

OIL AND WATER SEPARATOR FRAME & GRATE
NOT TO SCALE

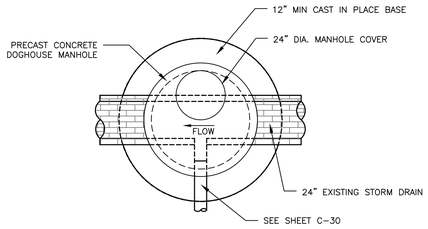


BASE ISOMETRIC VIEW

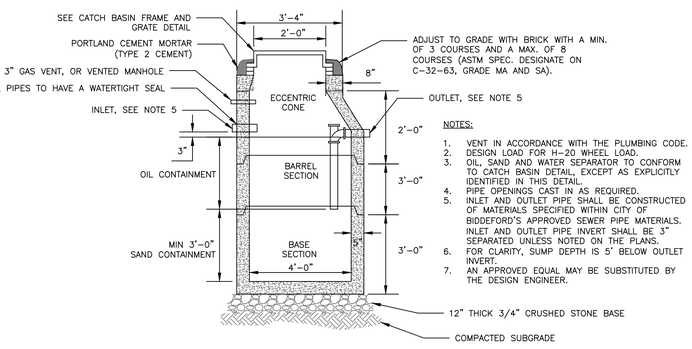
NOTES:
1. EXISTING CONCRETE CRADLE UNDER EXISTING BRICK SANITARY SEWER PIPE TO BE REMOVED. (IF APPLICABLE)
2. UNLESS OTHERWISE SPECIFIED, CONCRETE SHALL BE 4000 PSI @28 DAYS.
3. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
4. THIS DETAIL IS INTENDED TO PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR IN REGARDS TO THE CONNECTION OF THE DOGHOUSE MANHOLE BASE TO THE EXISTING STORMWATER SYSTEM. MANHOLE INSTALLATION INFORMATION NOT EXPLICITLY REFERRED TO IN THIS DETAIL SHALL BE PER THE "STANDARD PRECAST MANHOLE" DETAIL



RISER ISOMETRIC VIEW

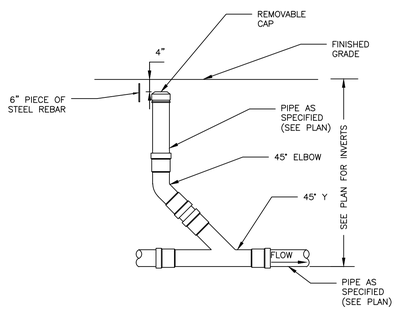


PLAN VIEW

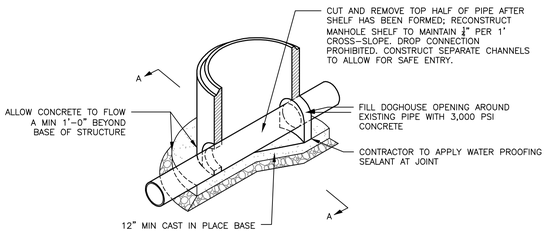


NOTES:
1. VENT IN ACCORDANCE WITH THE PLUMBING CODE.
2. DESIGN LOAD FOR H-20 WHEEL LOAD.
3. OIL, SAND AND WATER SEPARATOR TO CONFORM TO CATCH BASIN DETAIL, EXCEPT AS EXPLICITLY IDENTIFIED IN THIS DETAIL.
4. PIPE OPENINGS CAST IN AS REQUIRED.
5. INLET AND OUTLET PIPE SHALL BE CONSTRUCTED OF MATERIALS SPECIFIED WITHIN CITY OF BIDDEFORD'S APPROVED SEWER PIPE MATERIALS. INLET AND OUTLET PIPE INVERT SHALL BE 3" SEPARATED UNLESS NOTED ON THE PLANS.
6. FOR CLARITY, SUMP DEPTH IS 5' BELOW OUTLET INVERT.
7. AN APPROVED EQUAL MAY BE SUBSTITUTED BY THE DESIGN ENGINEER.

4'-0" DIAMETER PRECAST OIL AND WATER SEPARATOR
NOT TO SCALE



SANITARY CLEANOUT
NOT TO SCALE



FOUNDATION SECTION VIEW

PRECAST DOGHOUSE MANHOLE DETAIL
NOT TO SCALE

PERMITTING
NOT ISSUED FOR CONSTRUCTION

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COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: UTILITY DETAILS - 3

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.
ENGINEERING, INC.
PO BOX 11071, PORTLAND, MAINE 04101
(207) 775-2655

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FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-44

SEWER PUMP DESIGN NOTES:

ENV-WQ 705.09 ALARM SYSTEMS:

1. ALARM SYSTEMS SHALL BE PROVIDED FOR ALL SEWAGE PUMPING STATIONS.
2. THE ALARM SIGNAL SHALL BE ACTIVATED IN ONE OF THE FOLLOWING CASES:
   - 2.1. HIGH WATER IN THE WET WELL.
   - 2.2. LOW WATER IN THE WET WELL.
   - 2.3. LOSS OF ONE OR MORE PHASES OF POWER SUPPLY OR SEVERE VOLTAGE DROP.
   - 2.4. LOSS OF ALARM TRANSMISSION LINE.
   - 2.5. STANDBY GENERATOR APPLICATION.
3. THE HIGH WATER ALARM TRIGGER SHALL BE A SEPARATE DEVICE, INDEPENDENT OF THE PUMP WET WELL LEVEL CONTROL SYSTEM.
4. SATISFACTORY OPERATION OF THE ALARM SYSTEM SHALL BE INDICATED ON A PANEL WITH A LIGHT WHICH LIGHTS UP UPON FAILURE OF THE ALARM SYSTEM.
5. THE POWER SOURCE FOR THE ALARM SYSTEM SHALL BE:
   - 5.1. AN INDEPENDENT BATTERY WITH A CONTINUOUS CHARGE OR;
   - 5.2. MAIN LINE POWER WITH A BACK-UP BATTERY SYSTEM, WHICH SHALL BE CONNECTED AUTOMATICALLY SHOULD MAIN POWER FAIL.
6. THE ALARM SIGNAL SHALL BE TRANSMITTED THROUGH A 24 HOUR PER DAY, 7 DAY PER WEEK NOTIFICATION SYSTEM TO THE APPROPRIATE UTILITY OPERATOR.
7. THE ALARM SHALL INCLUDE A LOCAL AUDIBLE ENUNCIATOR AND LIGHT
8. PROVISION SHALL BE MADE TO PERMIT SILENCING OF THE AUDIBLE ENUNCIATOR MANUALLY, AFTER THE ALARM HAS BEEN SOUNDED, BUT THE LIGHT SHALL CONTINUE UNTIL THE ALARM CONDITION HAS BEEN RECTIFIED.
9. ALARM SIGNALS FOR PRIVATELY-OPERATED SEWER PUMPING STATIONS SHALL BE TRANSMITTED TO THE RESPONSIBLE MAINTENANCE PERSON DIRECTLY OR VIA AN ANSWERING SERVICE.

ENV-WQ 705.10 INSTRUCTION AND EQUIPMENT:

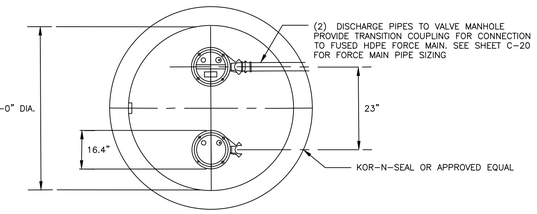
1. THE OWNER SHALL OBTAIN AND PROVIDE A COMPLETE SET OF OPERATIONAL INSTRUCTIONS, INCLUDING RECOMMENDATION FOR SPARES AND MAINTENANCE, AT EACH SEWAGE PUMPING STATION SO AS TO BE AVAILABLE TO ALL OPERATORS.

ENV-WQ 705.11 EMERGENCY OPERATION:

1. PROVIDE A TRANSFER PANEL TO ALLOW HOOK-UP TO A PORTABLE GENERATOR.

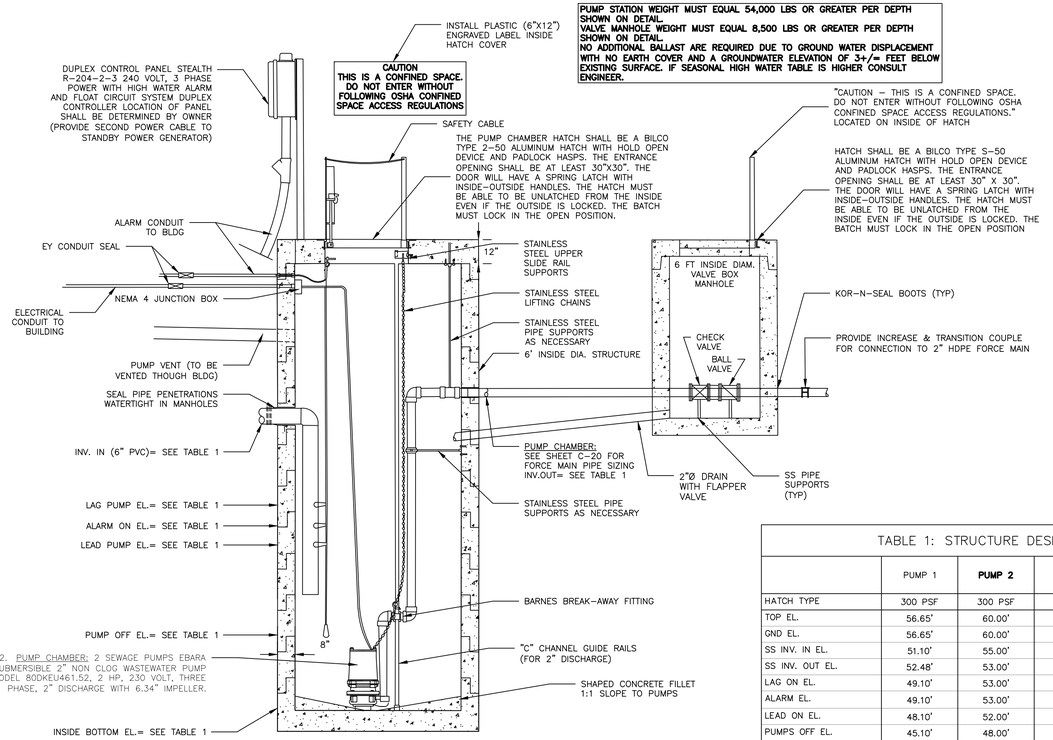
ENV-EQ 704.07 FORCE MAINS:

1. FORCE MAINS SHALL BE PROVIDED WITH AUTOMATIC AIR RELIEF VALVES(S) AT HIGH POINTS TO PREVENT AIR LOCKING.
2. FORCE MAINS SHALL ENTER THE GRAVITY SEWER SYSTEM AT THE FLOW LINE OF THE RECEIVING MANHOLE.
3. FORCE MAINS SHALL BE PROVIDED WITH DRAINAGE BLOW-OFFS, PROPERLY VALVED, AT LOW POINTS. SPACE SHALL BE AVAILABLE AT SUCH LOCATIONS FOR HANDLING THE DISPLACED WASTE WITHOUT DANGER OF POLLUTION OR HEALTH HAZARD.
4. FORCE MAINS SHALL BE DESIGNED IN ACCORDANCE WITH ENV-WQ 704.04, CONSTRUCTED WITH MATERIALS AS SPECIFIED IN ENV-WQ 704.06, AND TESTED AS SPECIFIED IN ENV-WQ 704.08.
5. THRUST BLOCKS MADE FROM INORGANIC, CORROSION-RESISTANT MATERIAL SHALL BE PLACED AT ALL BENDS, ELBOWS, TEES AND JUNCTIONS.
6. FORCE MAINS SHALL BE DESIGNED TO WITHSTAND HYDROSTATIC PRESSURES OF AT LEAST 2.5 TIMES THE DESIGN TOTAL DYNAMIC HEAD.
7. ENV-WQ 704.08 FORCE MAIN AND PRESSURE SEWER CONSTRUCTION MATERIALS.
   - 7.1. FORCE MAINS AND PRESSURE SEWERS SHALL BE CONSTRUCTED OF DUCTILE IRON (DI), HIGH DENSITY POLYETHYLENE (HDPE), OR PVC MATERIAL
   - 7.2. FORCE MAINS AND PRESSURE SEWERS SHALL BE TREATED AS GRAVITY SEWERS FOR PURPOSES OF FOUNDATION BEDDING AND BACKFILL REQUIREMENTS.
   - 7.3. PVC PIPE USED FOR FORCE MAINS AND PRESSURE SEWERS SHALL BE CERTIFIED BY ITS MANUFACTURER AS CONFORMING TO THE ASTM D2241 OR ASTM D1785 STANDARDS IN EFFECT WHEN THE PIPE IS MANUFACTURED.
   - 7.4. HDPE PIPE USED FOR FORCE MAINS AND PRESSURE SEWERS SHALL BE CERTIFIED BY ITS MANUFACTURER AS CONFORMING TO THE ASTM D3035 STANDARD IN EFFECT WHEN THE PIPE IS MANUFACTURED.
   - 7.5. IF DI PIPE IS USED IN AN ENVIRONMENT THAT COULD CAUSE CORROSION OR OTHER DETERIORATION OF OR DAMAGE TO AN IRON PIPE, OR OTHERWISE REDUCE THE TYPICAL LIFE EXPECTANCY OF THE PIPE, SUCH AS MAY OCCUR WITH CERTAIN SOIL TYPES, LOW PH LEVELS, OR WATER CONDITIONS, THE PIPE SHALL BE PROTECTED AGAINST CORROSION, SUCH AS WITH CATHODIC PROTECTION.
8. ENV-WQ 704.09 FORCE MAIN AND PRESSURE SEWER TESTING.
   - 8.1. FORCE MAINS AND PRESSURE SEWERS SHALL BE TESTED IN ACCORDANCE WITH SECTION 5 OF THE AWWA C600, "INSTALLATION OF CAST IRON WATER MAINS AND THEIR APPURTENANCES" STANDARD IN EFFECT WHEN THE TEST IS CONDUCTED, AVAILABLE AS NOTED IN APPENDIX D, AT A PRESSURE EQUAL TO THE GREATER OF 150 PERCENT OF THE DESIGN OPERATION TOTAL DYNAMIC HEAD OR AT LEAST 100 PSI.



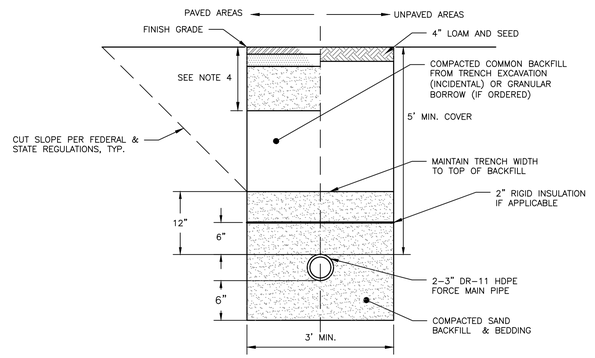
NOTES:

1. **DUPLEX AUTOMATIC CONTROL PANEL AND ALARM PANEL TO BE PLACED IN BUILDING. COORDINATE LOCATION WITH ARCHITECT**
2. PUMP CHAMBER: 2 SEWAGE PUMPS EBARA SUBMERSIBLE 2" NON CLOG WASTEWATER PUMP MODEL 80DKEU461.52, 2 HP, 230 VOLT, THREE PHASE, 2" DISCHARGE WITH 6.34" IMPELLER.
3. **OUTSIDE OF PUMP BASIN SHALL BE SEALED WITH A BITUMINOUS COATING TO ENSURE WATER TIGHTNESS.**
4. **OUTSIDE OF PUMP BASIN SHALL BE SEALED WITH A BITUMINOUS COATING TO ENSURE WATER TIGHTNESS.**
5. **ALL JOINTS SHALL BE SEALED WITH A DOUBLE ROW OF AN ELASTOMERIC OR MASTIC-LIKE SEALANT.**
6. **CONTROL PANEL TO BE WIRED TO ALTERNATE OPERATION OF PUMPS.**
7. **SEPARATE ELECTRICAL CIRCUITS SHALL BE PROVIDED FOR THE PUMPS AND ALARM SYSTEMS.**
8. **ALL PIPE AND FITTINGS TO BE PRODUCED BY A SINGLE MANUFACTURER AND TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND LOCAL CODE REQUIREMENTS. BURIED PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM F 1668. PRIMER SHALL CONFORM TO ASTM F656.**
9. **PUMP STATIONS SHALL BE OUTFITTED WITH AUDIBLE ALARM, FLASHING WARNING LIGHT AND DISCONNECT TO BE MOUNTED ADJACENT TO EACH PUMP STATION.**
10. **PUMP STATION SHALL RECORD PUMP RUN TIMES AND HAVE CONTINUOUS FLOW RECORDING.**
11. **PUMP STATIONS SHALL HAVE A PERMANENT EMERGENCY GENERATOR, WITH 500 GAL. LIQUID PROPANE FUEL STORAGE TO ALLOW PUMP OPERATION AT PEAK FLOW FOR 48 HRS, OR AVERAGE FLOW FOR 96 HOURS (WHICHEVER IS GREATER).**
12. AN OPERATION AND MAINTENANCE MANUAL IS REQUIRED AND SHALL BE PROVIDED TO THE OWNER/OPERATOR PURSUANT TO ENV-WQ 705.10(A)

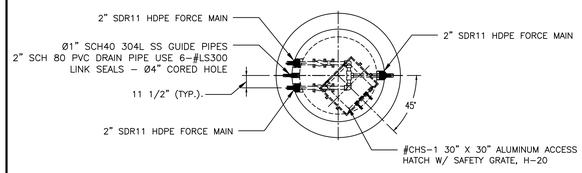


NOTES:

1. PLACE TRENCH BACKFILL MATERIAL IN 12" LIFTS.
2. COMPACT MATERIAL LIFTS TO 92% OF MAX. DRY DENSITY.
3. PAVED AREAS SHALL MATCH TYPICAL ROAD SECTION WHEN LOCATED WITHIN PAVED AREAS.
4. WORK WITHIN UPPER FALLS WAY SHALL BE COORDINATED WITH THE DEPARTMENT OF PUBLIC WORKS DIRECTOR. PAVEMENT CUT IN UPPER FALLS WAY SHALL BE RESTORED TO EXISTING CONDITIONS OR THE MAJOR RESIDENTIAL STREETS PAVEMENT PROFILE, WHICHEVER IS MORE STRINGENT.
5. MIN 2" OF RIGID INSULATION WHERE COVER IS LESS THAN 5'.



FORCE MAIN TRENCH
NOT TO SCALE



VALVE PIT SECTION VIEW
NOT TO SCALE

TABLE 1: STRUCTURE DESIGN				
	PUMP 1	**PUMP 2**	**PUMP 3**	**PUMP 4**
HATCH TYPE	300 PSF	300 PSF	300 PSF	300 PSF
TOP EL.	56.65'	60.00'	56.50'	62.00'
GND EL.	56.65'	60.00'	56.50'	62.00'
SS INV. IN EL.	51.10'	55.00'	52.40'	56.50'
SS INV. OUT EL.	52.48'	53.00'	52.40'	56.50'
LAG ON EL.	49.10'	53.00'	50.40'	54.50'
ALARM EL.	49.10'	53.00'	50.40'	54.50'
LEAD ON EL.	48.10'	52.00'	49.40'	53.50'
PUMPS OFF EL.	45.10'	48.00'	45.40'	49.50'
BOTTOM INVERT EL.	43.65'	45.00'	43.40'	46.50'

TABLE 2: PUMP DESIGN				
	PUMP 1	**PUMP 2**	**PUMP 3**	**PUMP 4**
ELEV. HEAD:	22'	23'	22'	22'
FRICTION HEAD:	37'	37'	40'	36'
TOTAL HEAD:	59'	59'	62'	58'
PUMPING TIME/DOSE (MIN):	66.0	56.2	43.3	102.4
VELOCITY (FPS):	4.80	4.60	4.90	4.49
PUMP FLOW RATE (GPM):	47	45	48	44
VOLUME OF WET WELL (GAL/FT):	94	94	94	94
DOSE/DAY (ALTERNATING):	25	30	14	34
VOLUME/DOSE (GAL):	282	376	94	94

SEWER PUMP STATION DETAIL
NOT TO SCALE

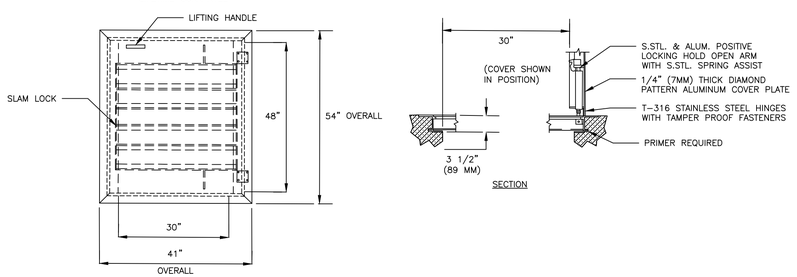
SERIES H1R ACCESS DOOR

STANDARD FEATURES:

- **AUTO-LOCK T-316 STAINLESS STEEL HOLD OPEN ARM WITH RELEASE HANDLE**
- **T-316 STAINLESS STEEL HINGES AND ATTACHING HARDWARE**
- **T-316 STAINLESS STEEL SLAM LOCK WITH REMOVABLE KEY**
- **STAINLESS STEEL COMPRESSION SPRING ASSIST**
- **SINGLE LEAF CONSTRUCTION**
- **H20 LOAD RATING (SEE NOTES)**
- **EXTRUDED ALUMINUM FRAME**
- **RECESSED LIFTING HANDLE**
- **LIFETIME GUARANTEE**

NOTES:

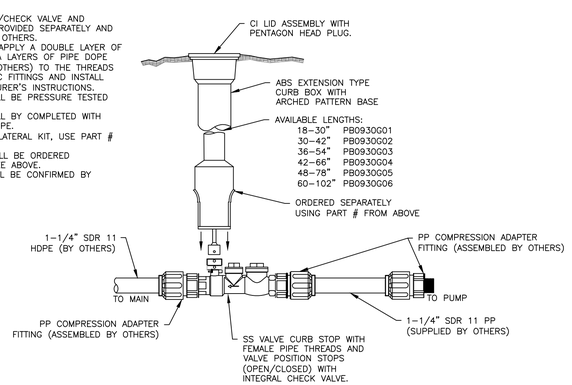
1. **SUITABLE FOR USE IN OFF STREET LOCATION WHERE NOT SUBJECTED TO HIGH DENSITY TRAFFIC.**
2. **PROVIDE A FULL BED OF CLASS "A" CONCRETE UNDER FRAME AND SUPPORT ANGLES.**



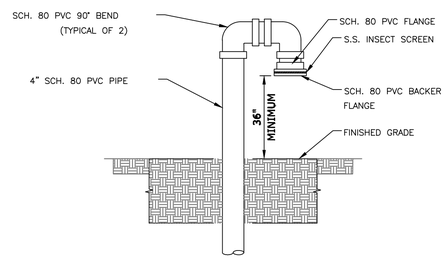
ACCESS DOOR
NOT TO SCALE

NOTES:

1. SS CURB STOP/CHECK VALVE AND FITTINGS ARE PROVIDED SEPARATELY AND ASSEMBLED BY OTHERS.
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, A LAYERS OF PIPE DOPE (SUPPLIED BY OTHERS) TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER MANUFACTURER'S INSTRUCTIONS.
3. ASSEMBLY SHALL BE PRESSURE TESTED BY OTHERS.
4. ASSEMBLY SHALL BY COMPLETED WITH SDR11 HDPE PIPE.
5. TO ORDER SS LATERAL KIT, USE PART # NC0193G0.
6. CURB BOX SHALL BE ORDERED SEPARATELY, SEE ABOVE.
7. PIPE SIZE SHALL BE CONFIRMED BY OTHERS.



FORCE MAIN SHUT-OFF DETAIL
NOT TO SCALE



VENT PIPE
NOT TO SCALE

All PUMP STATIONS TO BE DESIGNED BY OTHERS. PUMP STATION DETAILS PROVIDED BY ACORN ENGINEERING ARE INTENDED SOLEY FOR VISUAL AND GENERAL INFORMATION PURPOSES AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH PUMP STATION MANUFACTURER TO OBTAIN SPECIFICATIONS AND CONFIRM FINAL DESIGN OF PUMP STATIONS.

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/29/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: PUMP STATION DETAILS
PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT, PEARL STREET, BIDDEFORD, MAINE
OWNER OF RECORD: 3 LINCOLN, LLC, 80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

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ENGINEERING
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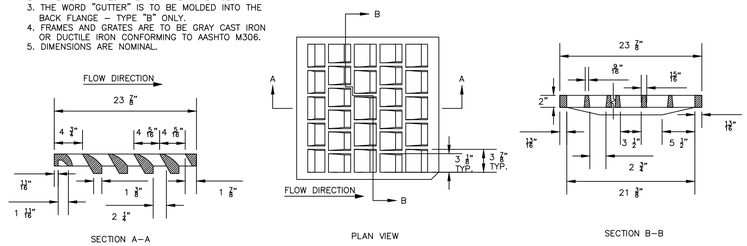
ACORN ENGINEERING, INC.
P.O. BOX 1237, BIDDEFORD, MAINE 04101
(207) 775-2655

FILE: 1124_CIVIL
JN: 1124
SCALE: AS NOTED
DESIGNED BY: PFH
DRAWN BY: ZMS
CHECKED BY: WHS

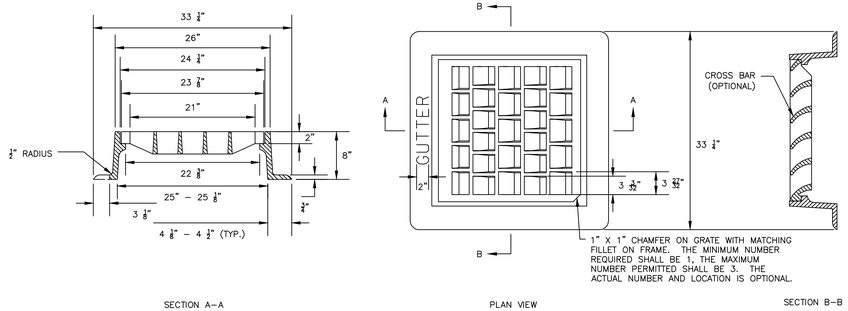
STATE OF MAINE — PETER F. HEIL — 15318 — 8/26/25 — REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
C-45

NOTES:
1. TYPE "A" FRAMES ARE TO HAVE 3 FLANGES.
2. TYPE "B" FRAMES ARE TO HAVE 4 FLANGES.
3. THE WORD "GUTTER" IS TO BE MOLDED INTO THE BACK FLANGE – TYPE "B" ONLY.
4. FRAMES AND GRATES ARE TO BE GRAY CAST IRON OR DUCTILE IRON CONFORMING TO AASHTO M306.
5. DIMENSIONS ARE NOMINAL.

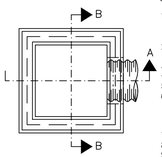


GRATE DETAIL



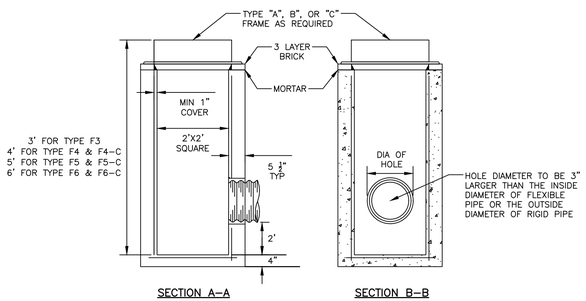
FRAME DETAIL

CATCH BASIN FRAME & GRATE – SQUARE
NOT TO SCALE

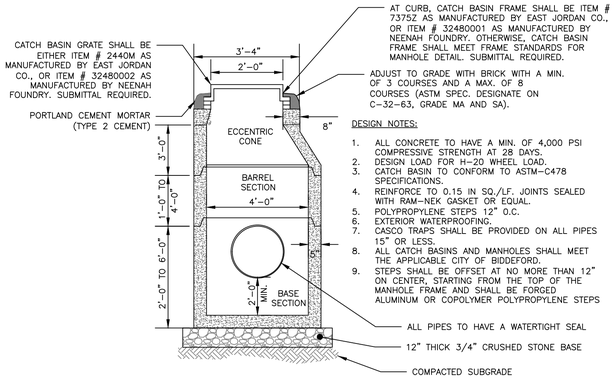


PLAN VIEW

NOTES:
1. ENTIRE CATCH BASIN WITH EXCEPTION OF LEVELING BRICK FRAME AND GRATE TO BE PRECAST AS A SINGLE PORTLAND CEMENT CONCRETE UNIT, #4 REBAR MINIMUM 8" O.C. OR EQUIVALENT WITH ENGINEER OF RECORD'S APPROVAL.
2. FIBER–REINFORCED CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
3. DESIGN LOAD FOR H–20 WHEEL LOAD.
4. CATCH BASIN TO CONFORM TO ASTM–C478 SPECIFICATIONS.
5. REINFORCE TO 0.15 IN SQ./LF. JOINTS SEALED WITH RAM–NEK GASKET OR EQUAL.
6. POLYPROPYLENE STEPS 12" O.C.
   6.1. STEPS SHALL BE OFFSET AT NO MORE THAN 12" ON CENTER, STARTING FROM THE TOP OF THE MANHOLE FRAME AND SHALL BE FORGED ALUMINUM OR COPOLYMER POLYPROPYLENE STEPS.
7. EXTERIOR WATERPROOFING.
8. FLEXIBLE WATERTIGHT PIPE BOOTS TO CONFORM TO ASTM C–923.
9. SHALL MEET THE APPLICABLE TOWN OF BRUNSWICK STANDARDS.
10. CATCH BASIN SHALL BE AS MANUFACTURED BY PRECAST OF MAINE OR APPROVED EQUAL.



24" SQUARE CATCH BASIN "TYPE F"
NOT TO SCALE



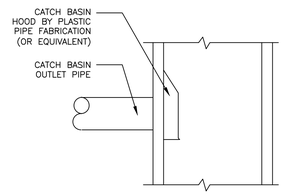
DESIGN NOTES:
1. ALL CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. DESIGN LOAD FOR H–20 WHEEL LOAD.
3. CATCH BASIN TO CONFORM TO ASTM–C478 SPECIFICATIONS.
4. REINFORCE TO 0.15 IN SQ./LF. JOINTS SEALED WITH RAM–NEK GASKET OR EQUAL.
5. POLYPROPYLENE STEPS 12" O.C.
6. EXTERIOR WATERPROOFING.
7. CASCO TRAPS SHALL BE PROVIDED ON ALL PIPES 15" OR LESS.
8. ALL CATCH BASINS AND MANHOLES SHALL MEET THE APPLICABLE CITY OF BIDDEFORD.
9. STEPS SHALL BE OFFSET AT NO MORE THAN 12" ON CENTER, STARTING FROM THE TOP OF THE MANHOLE FRAME AND SHALL BE FORGED ALUMINUM OR COPOLYMER POLYPROPYLENE STEPS

4'–0" & 5'–0" DIAMETER PRECAST CATCH BASIN/MANHOLE
NOT TO SCALE

1. ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 lbs. PER SQ. INCH AT THE END OF 28 DAYS, UNLESS OTHERWISE NOTED.
2. MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
3. PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C–478.
4. ALL STORM AND SEWER MANHOLE COVERS SHALL BE SOLD AND SHALL HAVE ONE ⅞" DIAMETER DRILLED PICK HOLE LOCATED 8" FROM THE CENTER OF THE COVER.
5. ALL SANITARY MANHOLE COVERS SHALL HAVE "SEWER" CAST INTO THE COVER. ALL STORMWATER/DRAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
6. ALL MANHOLE RISERS SHALL BE ETHERIDGE 24" OR APPROVAL EQUAL.
7. SEWER BRICK SHALL CONFORM TO ASTM SPEC. DESIGNATE ON C–32–63, GRADE MA AND SA.
8. ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE.
9. CATCH BASIN FRAMES FOR TYPE A4 CATCH BASIN CURB INLETS SHALL BE ETHERIDGE DR5A OR APPROVED EQUAL.
10. CASTINGS SHALL CONFORM TO ASTM DESIGNATION A48–CLASS 35.
11. EXISTING MANHOLES, CATCH BASINS, FRAMES, AND COVERS SHALL BE SALVAGED BY THE CONTRACTOR, AND SHALL REMAIN THE PROPERTY OF THE CITY OF BIDDEFORD.
12. ALL CATCH BASIN OUTLETS SHALL BE INSTALLED WITH A CASCO TRAP PER DETAIL.

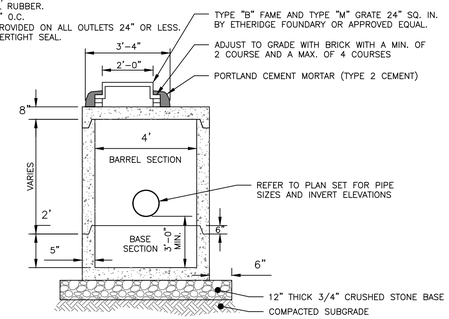
GENERAL NOTES FOR MANHOLES AND CATCH BASINS

NOTES:
1. INSTALL CATCH BASIN HOODS IN ALL CATCH BASINS.
2. PREFERRED STYLE DESIGNED TO ELIMINATE CEMENTING OF THE TRAP.
3. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION REQUIREMENTS



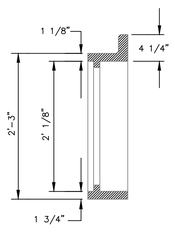
CATCH BASIN/DRAIN MANHOLE HOOD DETAIL
NOT TO SCALE

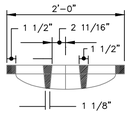
NOTES:
1. ALL CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. DESIGN LOAD FOR H–20 WHEEL LOAD.
3. CATCH BASIN TO CONFORM TO ASTM–C478 SPECIFICATIONS.
4. REINFORCE TO 0.12 IN SQ./LF.
5. JOINTS SEALED WITH BUTYL RUBBER.
6. POLYPROPYLENE STEPS 12" O.C.
7. CASCO TRAPS SHALL BE PROVIDED ON ALL OUTLETS 24" OR LESS.
8. ALL PIPES TO HAVE A WATERTIGHT SEAL.

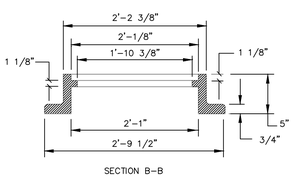


4'–0" PRECAST CATCH BASIN WITH FLATTOP
NOT TO SCALE

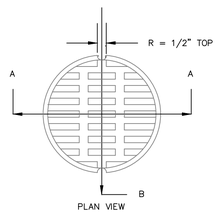
NOTES:
1. APPROVED CATCH BASIN FRAMES:
   1.1. EAST JORDAN = 7375Z
   1.2. NEENAH = R–3248
   1.3. OR APPROVED EQUAL
2. APPROVED CATCH BASIN GRATES
   2.1. EAST JORDAN = 2440M
   2.2. NEENAH = R–3248
   2.3. OR APPROVED EQUAL



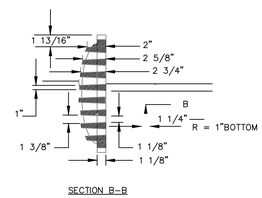




FRAME DETAIL



GRATE DETAIL



CATCH BASIN FRAME & GRATE
NOT TO SCALE

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: **DRAINAGE DETAILS – 1**

PROJECT NAME/ADDRESS: **PEARL STREET (LOT 3) REDEVELOPMENT**
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

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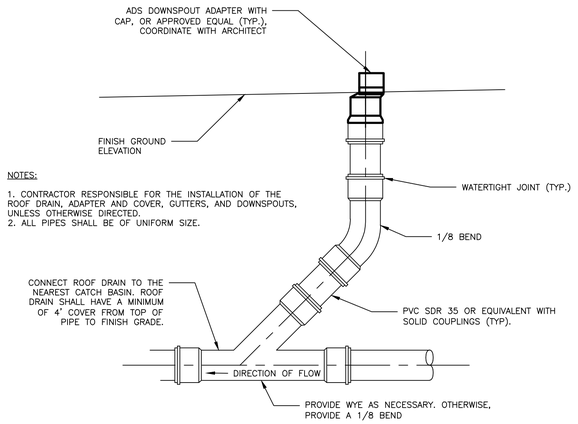
ACORN ENGINEERING, INC.
70 COMMERCIAL STREET, SUITE 104
PO BOX 3287, PORTLAND, MAINE 04101
(207) 775–2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

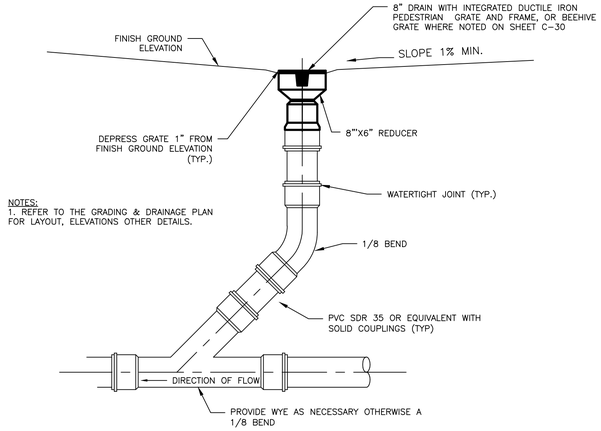
STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-46



ROOF DRAIN DETAIL

NOT TO SCALE



FIELD INLET DRAIN DETAIL WITH GRATE

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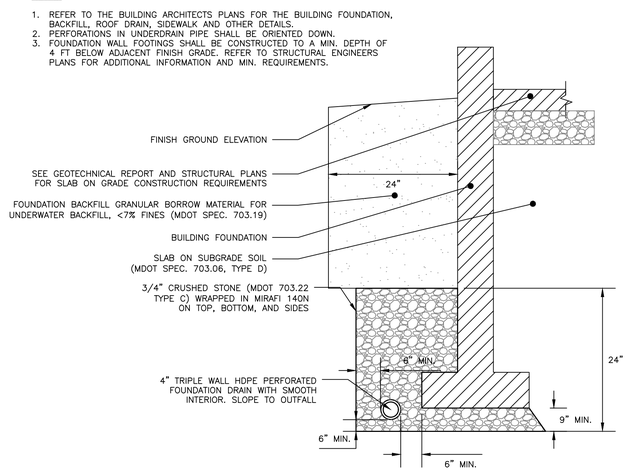

FOUNDATION DRAIN DETAIL

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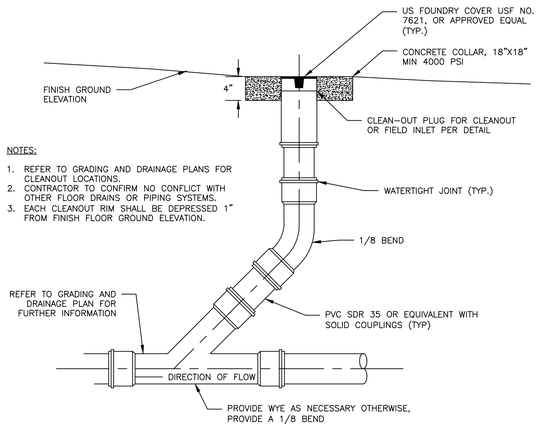

CONCRETE COLLAR FOR FLOOR DRAINS AND CLEANOUTS IN PAVED AREAS

NOT TO SCALE

PERMITTING
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: DRAINAGE DETAILS – 2

PROJECT NAME/ADDRESS: PEARL STREET (LOT 3) REDEVELOPMENT
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND IF SO MODIFIED, OR USED FOR OTHER PROJECT, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3422, PORTLAND, MAINE 04101
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FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.

C-47

1.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

AS PART OF THE SITE DEVELOPMENT, THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE IMPLEMENTED. DEVICES SHALL BE INSTALLED AS DESCRIBED IN THIS REPORT OR WITHIN THE PLAN SET. SEE THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES FOR FURTHER REFERENCE.

1.1 TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE PLANNED FOR THE PROJECT'S CONSTRUCTION PERIOD:

1.1.1 CRUSHED STONE STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT ALL ACCESS POINTS TO THE PROJECT SITE WHERE THERE ARE DISTURBED AREAS. THE FOLLOWING SPECIFICATIONS SHALL BE FOLLOWED AT A MINIMUM:
- STONE SIZE SHALL BE 2–3 INCHES, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- THE THICKNESS OF THE ENTRANCE STONE LAYER SHALL BE NO LESS THAN 6 INCHES.
- THE ENTRANCE SHALL NOT BE LESS THAN 20 FEET WIDE, HOWEVER NOT LESS THAN THE FULL WIDTH OF POINTS WHERE INGRESS OR EGRESS OCCURS. THE LENGTH SHALL NOT BE LESS THAN 50 FEET IN LENGTH.
- GEOTEXTILE FABRIC (WOVEN OR NON–WOVEN) SHALL BE PLACED OVER THE ENTIRE ENTRANCE AREA.
- THE ENTRANCE/EXIT SHALL BE MAINTAINED TO THE EXTENT THAT IT WILL PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC ROAD WAYS.

1.1.2 SILTATION FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED DOWN GRADIENT OF ANY DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL PERMANENT STABILIZATION IS ACHIEVED. THE SILT FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THE PLAN SET AND INSPECTED BEFORE AND IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE LINE OR BERM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.

1.1.3 HAY MULCH INCLUDING HYDRO SEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND NOVEMBER 1ST ON SLOPES OF LESS THAN 15 PERCENT SHALL BE COVERED BY FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION. MULCH PLACED BETWEEN NOVEMBER 1ST AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT AND EQUAL TO OR FLATTER THAN 2:1 SHALL USE MATS OR FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.

1.1.4 AT ANY TIME OF THE YEAR, ALL SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH DOUBLE NET EROSION CONTROL BLANKET BIONET SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL, OR EROSION CONTROL MIX SLOPE PROTECTION AS DETAILED WITHIN THE PLANS.

1.1.5 PEARL STREET AND SMITH STREET SHALL BE SWEPT TO CONTROL MUD AND DUST FROM THE CONSTRUCTION SITE AS NECESSARY. ADD ADDITIONAL STONE TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.

1.1.6 DURING DEMOLITION, CLEARING AND GRUBBING OPERATIONS, STONE CHECK DAMS SHALL BE INSTALLED AT ANY AREAS OF CONCENTRATED FLOW. THE MAXIMUM HEIGHT OF THE CHECK DAM SHALL NOT EXCEED 2 FEET. THE CENTER OF THE CHECK DAM SHALL BE 6 INCHES BELOW THE OUTER EDGES OF THE DAM. THE CONTRACTOR SHALL MULCH THE SIDE SLOPES AND INSTALL STONE CHECK DAMS FOR ALL NEWLY EXCAVATED DITCH LINES WITHIN 24 HOURS OF THEIR CREATION.

1.1.7 SILT FENCE STAKE SPACING SHALL NOT EXCEED 6 FEET UNLESS THE FENCE IS SUPPORTED WITH 14 GAUGE WIRE IN WHICH CASE THE MAXIMUM SPACING SHALL NOT EXCEED 10 FEET. THE SILT FENCE SHALL BE "TOED" INTO THE GROUND.

1.1.8 STORMDRAIN INLET PROTECTION SHALL BE PROVIDED TO STORMDRAINS THROUGH THE USE OF ANY OF THE FOLLOWING: HAY BALE DROP INLET STRUCTURES, SILT FENCE DROP INLET SEDIMENT FILTER, GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER, OR CURB INLET SEDIMENT FILTER. BARRIERS SHALL BE INSPECTED AFTER EVERY RAINFALL EVENT AND REPAIRED AS NECESSARY. SEDIMENTS SHALL BE REMOVED WHEN ACCUMULATION HAS REACHED ½ THE DESIGN HEIGHT.

1.1.9 DUST CONTROL SHALL BE ACCOMPLISHED BY THE USE OF ANY OF THE FOLLOWING: WATER, CALCIUM CHLORIDE, STONE, OR AN APPROVED MDEP PRODUCT. DUST CONTROL SHALL BE APPLIED AS NEEDED TO ACCOMPLISH DUST CONTROL.

1.1.10 TEMPORARY LOAM, SEED, AND MULCHING SHALL BE USED IN AREAS WHERE NO OTHER EROSION CONTROL MEASURE IS USED. APPLICATION RATES FOR SEEDING ARE PROVIDED AT THE END OF THIS REPORT.

1.1.11 STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF FORMATION UNLESS A SCHEDULED RAIN EVENT OCCURS PRIOR TO THE 7 DAY WINDOW, IN WHICH CASE THE STOCKPILE SHALL BE STABILIZED PRIOR TO THE RAIN EVENT. METHODS OF STABILIZATION SHALL BE MULCH, EROSION CONTROL MIX, OR EROSION CONTROL BLANKETS/MATS. SILT FENCE OR A WOOD WASTE COMPOST FILTER BERM SHALL BE PLACED DOWNHILL OF ANY SOIL STOCKPILE LOCATION.

1.1.12 FOR DISTURBANCE BETWEEN NOVEMBER 1 AND APRIL 15, PLEASE REFER TO WINTER STABILIZATION PLAN IN THIS REPORT AND THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR FURTHER INFORMATION.

1.1.13 IT IS OF THE UTMOST IMPORTANCE THAT STORMWATER RUNOFF AND POTENTIAL SEDIMENT FROM THE CONSTRUCTION SITE BE DIVERTED AROUND THE PROPOSED UNDERDRAINS UNTIL THE TRENCH IS BACKFILLED.

1.2 PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES ARE INTENDED FOR POST DISTURBANCE AREAS OF THE PROJECT.

1.2.1 ALL DISTURBED AREAS DURING CONSTRUCTION, NOT SUBJECT TO OTHER PROPOSED CONDITIONS, SHALL RECEIVE A MINIMUM 4" OF LOAM AND SHALL BE LIMED, AND MULCHED.
EROSION CONTROL BLANKETS OR MATS SHALL BE PLACED OVER THE MULCH IN AREAS NOTED IN PARAGRAPH 4.2 OF THIS REPORT.

1.2.2 ALL STORMWATER DEVICES SHALL BE INSTALLED AND TRIBUTARY AREAS STABILIZED PRIOR RECEIVING STORMWATER.

1.2.3 REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

2.0 EROSION AND SEDIMENTATION CONTROL PLAN

2.1 THE EROSION AND SEDIMENTATION CONTROL PLAN IS INCLUDED WITHIN THE PLAN SET.

3.0 DETAILS AND SPECIFICATIONS

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

4.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

WINTER CONSTRUCTION CONSISTS OF EARTHWORK DISTURBANCE BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15, THEN THE SITE SHALL BE PROTECTED WITH OVER–WINTER STABILIZATION. ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MIX, EROSION CONTROL MATS, RIPRAP, OR GRAVEL BASE ON A ROAD SHALL BE CONSIDERED OPEN.

THE CONTRACTOR SHALL LIMIT THE WORK AREA TO AREAS THAT WORK WILL OCCUR IN DURING THE SUBSEQUENT 15 DAYS AND SO THAT IT CAN BE MULCHED ONE DAY PRIOR TO A SNOW EVENT. THE CONTRACTOR SHALL STABILIZE WORK AREAS PRIOR TO OPENING ADDITIONAL WORK AREAS TO MINIMIZE AREAS WITHOUT EROSION CONTROL MEASURES.

THE FOLLOWING MEASURES SHALL BE IMPLEMENTED DURING WINTER CONSTRUCTION PERIODS:

4.1 SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

4.2 MULCHING

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75–LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCH THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE–INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCHING AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

4.3 SOIL STOCKPILING

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A FOUR–INCH LAYER OF EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE–ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL.

4.4 SEEDING

BETWEEN THE DATES OF OCTOBER 15TH AND APRIL 1ST, LOAM OR SEED SHALL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS NOT BEEN LOAMED, FINAL GRADING WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED.

DORMANT SEEDING MAY BE PLACED PRIOR TO THE PLACEMENT OF MULCH OR EROSION CONTROL BLANKETS. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS/1,000 S.F. ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

4.5 OVER WINTER STABILIZATION OF DISTURBED SOILS

BY SEPTEMBER 15TH, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% SHALL BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS SHALL BE TAKEN TO STABILIZE THE SOIL FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY OCTOBER 1ST, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3LBS PER 1,000 S.F., LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 LBS PER 1,000 S.F., AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1ST, THEN MULCH THE AREA FOR OVER–WINTER PROTECTION.
- STABILIZE THE SOIL WITH SOD – STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.
- STABILIZE THE SOIL WITH MULCH – BY NOVEMBER 15TH, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 LBS PER 1,000 S.F. ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

4.6 OVER WINTER STABILIZATION OF DISTURBED SLOPES

ALL STONE–COVERED SLOPES SHALL BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15TH. ALL SLOPES TO BE VEGETATED SHALL BE SEEDED AND MULCHED BY SEPTEMBER 1ST. A SLOPE IS CONSIDERED A GRADE GREATER THAN 15%. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1ST, THEN ONE OF THE FOLLOWING ACTION SHALL BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS – BY OCTOBER 1ST THE DISTURBED SLOPE SHALL BE SEEDED WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1,000 S.F. AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1ST, THEN THE CONTRACTOR SHALL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP.
- STABILIZE THE SOIL WITH SOD – THE DISTURBED SLOPE SHALL BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE CONTRACTOR PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR SHALL NOT USE LATE–SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 3H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH EROSION CONTROL MIX – EROSION CONTROL MIX SHALL BE PROPERLY INSTALLED BY NOVEMBER 15TH. THE CONTRACTOR SHALL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GRADES GREATER THAN 2H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH STONE RIPRAP – PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15TH. A REGISTERED PROFESSIONAL ENGINEER SHALL BE HIRED TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

5.0 INSPECTION AND MAINTENANCE

A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT PERIODIC VISUAL INSPECTIONS OF INSTALLED EROSION CONTROL MEASURES. THE FREQUENCY OF INSPECTION SHALL OCCUR AT LEAST ONCE EVERY WEEK, AS WELL AS AFTER A "STORM EVENT". A "STORM EVENT" SHALL CONSIST 0.5 INCHES OF RAIN WITHIN A 24 HOUR PERIOD. THE FOLLOWING EROSION AND SEDIMENT CONTROL – BEST MANAGEMENT PRACTICES (BMP'S) SHALL INSPECTED IN THE MANNER AS DESCRIBED.

5.1 SEDIMENT BARRIERS

HAY BALE BARRIERS, SILT FENCES AND FILTER BERMS SHALL BE INSPECTED AND REPAIRED FOR THE FOLLOWING IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THEM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES OF THE BARRIER, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, SEDIMENT BARRIERS SHALL BE REPLACED WITH A TEMPORARY CHECK DAM. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER. FILTER BERMS SHOULD BE RESHAPED AS NEEDED. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHOULD BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

5.2 STABILIZED STONE CONSTRUCTION ENTRANCES

THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. WHEN THE CONTROL PAD BECOMES INEFFECTIVE, THE STONE SHALL BE REMOVED ALONG WITH THE COLLECTED SOIL MATERIAL AND REDISTRIBUTED ON SITE IN A STABLE MANNER. THE ENTRANCE SHOULD THEN BE RECONSTRUCTED. THE CONTRACTOR SHALL SWEEP OR WASH PAVEMENT AT EXITS, WHICH HAVE EXPERIENCED MUD–TRACKING ON TO THE PAVEMENT OR TRAVELED WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERWAYS.

5.3 MULCHED AREAS

ALL MULCHES MUST BE INSPECTED PERIODICALLY, IN PARTICULAR AFTER RAINSTORMS, TO CHECK FOR RILL EROSION. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. NETS MUST BE INSPECTED AFTER RAIN EVENTS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, RE–INSTALL THE NETS AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE, WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE. REPAIR AS NEEDED.

5.4 DUST CONTROL

WHEN TEMPORARY DUST CONTROL MEASURES ARE USED, REPETITIVE TREATMENT SHALL BE APPLIED AS NEEDED TO ACCOMPLISH CONTROL.

5.5 STORMWATER APPURTENANCES

ALL UNDERDRAINS, STORM DRAINS, AND CATCH BASINS NEED TO BE OPERATING EFFECTIVELY AND FREE OF DEBRIS.

5.6 EROSION AND SEDIMENTATION CONTROL INSPECTIONS:

ACORN ENGINEERING HAS PERSONNEL QUALIFIED TO CONDUCT EROSION AND SEDIMENTATION CONTROL INSPECTIONS. FOR FURTHER INFORMATION CONTACT:

CONTACT: PETER HEIL, PE
TELEPHONE: (207) 775–2655

QUALIFICATIONS:

Ø MAINE PROFESSIONAL ENGINEERING LICENSE #15318
Ø MAINE DEP – CERTIFIED THIRD PARTY INSPECTOR
Ø CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) CERT. #7071

THE CONTRACTOR HAS SOLE RESPONSIBILITY FOR COMPLYING WITH THE EROSION AND SEDIMENTATION REPORT/PLAN, INCLUDING CONTROL OF FUGITIVE DUST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONETARY PENALTIES RESULTING FROM FAILURE TO COMPLY WITH THESE STANDARDS.

6.0 IMPLEMENTATION SCHEDULE

THE FOLLOWING IMPLEMENTATION SEQUENCE IS INTENDED TO MAXIMIZE THE EFFECTIVENESS OF THE ABOVE DESCRIBED EROSION CONTROL MEASURES. CONTRACTORS SHOULD AVOID OVEREXPOSING DISTURBED AREAS AND LIMIT THE AMOUNT OF STABILIZATION AREA.

1. INSTALL A STABILIZED CONSTRUCTION ENTRANCE IN ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER AND EXIT THE SITE.
2. INSTALL PERIMETER SILT FENCE OR EROSION CONTROL BERM.
3. INSTALL ALL OTHER EROSION CONTROL DEVICES AS NECESSARY THROUGHOUT THE REMAINDER OF THIS SCHEDULE.
4. COMMENCE INSTALLATION OF DRAINAGE INFRASTRUCTURE.
5. PRIORITIZE THE DOWNHILL SIDE TO CONTAIN RUNOFF WITHIN THE SITE WHILE PROVIDING AN ENGINEERED OUTLET WITH SILTATION BARRIER TO THE MUNICIPAL STORMWATER SYSTEM WITHIN PEARL STREET.
6. COMMENCE EARTHWORK OPERATIONS, WALL AND FOUNDATION INSTALLATION.
7. COMMENCE INSTALLATION OF UTILITIES.
8. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
9. COMPLETE INSTALLATION OF DRAINAGE INFRASTRUCTURE, AS WELL AS OTHER UTILITY WORK.
10. COMPLETE REMAINING EARTHWORK OPERATIONS.
11. INSTALL SUB–BASE AND BASE GRAVELS IN PAVED AREAS.
12. INSTALL PAVING, CURBING AND BRICKWORK.
13. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
14. ONCE THE SITE IS STABILIZED, 90% CATCH OF GRASS HAS BEEN OBTAINED, OR MULCHING OF LANDSCAPE AREAS IS COMPLETE REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
15. TOUCH UP AREAS WITHOUT A VIGOROUS CATCH OF GRASS WITH LOAM AND SEED.
16. COMPLETE SITE SIGNAGE AND STRIPING.
17. EXECUTE PROPER MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

THE ABOVE IMPLEMENTATION SEQUENCE SHOULD BE GENERALLY FOLLOWED BY THE SITE CONTRACTOR. HOWEVER, THE CONTRACTOR MAY CONSTRUCT SEVERAL ITEMS SIMULTANEOUSLY. THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE OF THE COMPLETION OF THE WORK. IF THE CONTRACTOR IS TO COMMENCE THE CONSTRUCTION OF MORE THAN ONE ITEM ABOVE, THEY SHALL LIMIT THE AMOUNT OF EXPOSED AREAS TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE FOLLOWING 30 DAYS.

THE CONTRACTOR SHALL RE–VEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT. THE CONTRACTOR SHALL INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEMS AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE.

7.0 SEEDING PLAN

7.1 SITE PREPARATION

THE SEEDED AREAS SHALL BE FEASIBLY GRADED OUT TO PROVIDE THE USE OF EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. IF NECESSARY, THE SITE MAY REQUIRE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES OUTLINED IN THE EROSION CONTROL REPORT.

7.2 SEEDBED PREPARATION

FERTILIZER SHALL BE APPLIED TO THE SITE AT A RATE OF 13.8 POUNDS PER 1,000 SQUARE FEET. THE COMPOSITION OF THE FERTILIZER SHALL BE 10–10–10 (N–P205–K20) OR EQUIVALENT.

LIMESTONE SHALL BE APPLIED TO THE SITE AT A RATE OF 138 POUNDS PER 1,000 SQUARE FEET.

7.3 SEEDING

THE COMPOSITION AND AMOUNT OF TEMPORARY SEED APPLIED TO A SITE SHALL BE DETERMINED BY THE FOLLOWING TABLE:

TEMPORARY SEED APPLICATION RATES

SEED	LBS / ACRE	RECOMMENDED SEEDING DATES
WINTER RYE	2.57	8/15 TO 10/1
OATS	1.84	4/1 TO 7/1 8/15 TO 9/15
ANNUAL RYGRASS	0.92	4/1 TO 7/1
SUDANGRASS	0.92	5/15 TO 8/15
PERENNIAL	0.92	8/15 TO 9/15
TOTAL	7.17 LBS/ACRE	

PERMANENT SEED APPLICATION RATES

SEED	LBS / ACRE
KENTUCKY BLUEGRASS	20.00
CREEPING RED FESCUE	20.00
PERENNIAL RYEGRASS	4.80
TOTAL	44.8 LBS/ACRE

7.4 MULCHING

MULCH SHALL BE HARDWOOD AND APPLIED AT A RATE OF 70 LBS – 90 LBS PER 1,000 SQUARE FEET. THE MULCH SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 INCHES. THE SEEDED AREA SHALL BE MULCHED IMMEDIATELY AFTER SEED IS APPLIED. MULCHING DURING THE WINTER SEASON SHALL BE DOUBLE THE NORMAL AMOUNT. REFER TO DETAIL FOR MORE INFORMATION.

8.0 CONCLUSION

THE ABOVE EROSION CONTROL NARRATIVE IS INTENDED TO MINIMIZE THE DEVELOPMENT IMPACT BY IMPLEMENTING TEMPORARY AND PERMANENT EROSION CONTROL MEASURES. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

HOUSEKEEPING

1. SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON SITE TO ENTER STORMWATER, WHICH INCLUDES STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER. THE SITE CONTRACTOR OR OPERATOR MUST DEVELOP, AND IMPLEMENT AS NECESSARY, APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING MEASURES.

NOTE: ANY SPILL OR RELEASE OF TOXIC OR HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE DEPARTMENT. FOR OIL SPILLS, CALL 1–800–482–0777 WHICH IS AVAILABLE 24 HOURS A DAY. FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1–800–452–4664 WHICH IS AVAILABLE 24 HOURS A DAY. FOR MORE INFORMATION, VISIT THE DEPARTMENT'S WEBSITE AT : HTTP://WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLRESP/

2. GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS. ANY PROJECT PROPOSING INFILTRATION OF STORMWATER MUST PROVIDE ADEQUATE PRE–TREATMENT OF STORMWATER PRIOR TO DISCHARGE OF STORMWATER TO THE INFILTRATION AREA, OR PROVIDE FOR TREATMENT WITHIN THE INFILTRATION AREA, IN ORDER TO PREVENT THE ACCUMULATION OF FINES, REDUCTION IN INFILTRATION RATE, AND CONSEQUENT FLOODING AND DESTABILIZATION.

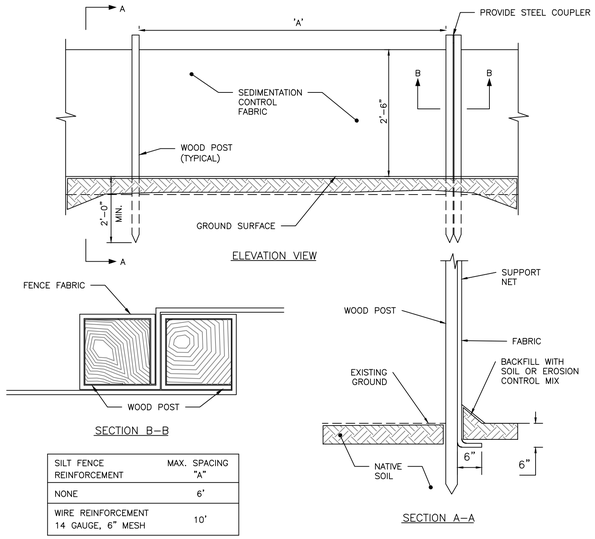
SEE APPENDIX D FOR LICENSE BY RULE STANDARDS FOR INFILTRATION OF STORMWATER.

NOTE: LACK OF APPROPRIATE POLLUTANT REMOVAL BEST MANAGEMENT PRACTICES (BMPS) MAY RESULT IN VIOLATIONS OF THE GROUNDWATER QUALITY STANDARD ESTABLISHED BY 38 M.R.S.A. §465–C(1).

3. FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL. BUT OTHER WATER ADDITIVES MAY BE CONSIDERED AS NEEDED. A STABILIZED CONSTRUCTION ENTRANCE (SCE) SHOULD BE INCLUDED TO MINIMIZE TRACKING OF MUD AND SEDIMENT. IF OFF–SITE TRACKING OCCURS, PUBLIC ROADS SHOULD BE SWEPT IMMEDIATELY AND NO LESS THAN ONCE A WEEK AND PRIOR TO SIGNIFICANT STORM EVENTS. OPERATIONS DURING DRY MONTHS, THAT EXPERIENCE FUGITIVE DUST PROBLEMS, SHOULD WET DOWN UNPAVED ACCESS ROADS ONCE A WEEK OR MORE FREQUENTLY AS NEEDED WITH A WATER ADDITIVE TO SUPPRESS FUGITIVE SEDIMENT AND DUST.

NOTE: DEWATERING A STREAM WITHOUT A PERMIT FROM THE DEPARTMENT MAY VIOLATE STATE WATER QUALITY STANDARDS AND THE NATURAL RESOURCES PROTECTION ACT.

4. DEBRIS AND OTHER MATERIALS. MINIMIZE THE EXPOSURE OF CONSTRUCTION DEBRIS, BUILDING AND LANDSCAPING MATERIALS, TRASH, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS TO PRECIPITAT



SILT FENCE REINFORCEMENT	MAX. SPACING "A"
NONE	6'
WIRE REINFORCEMENT 14 GAUGE, 6" MESH	10'

SILTATION FENCE DETAIL
NOT TO SCALE

NOTES:

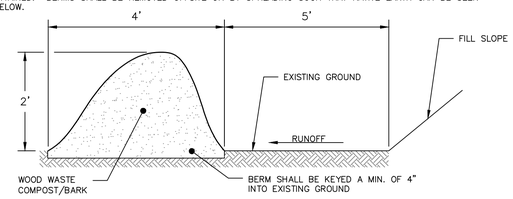
1. THE EROSION CONTROL MIX SHALL CONFORM TO THE FOLLOWING STANDARDS AND IN ACCORDANCE WITH THE MAINE DOT CHAPTER 700, SECTION 717.04(D):

   1.1. pH BETWEEN 5.0 – 8.0
   1.2. PARTICLE SIZE (BY WEIGHT):
   1.2.1. 100% PASSING A 150 MM (6 IN) SCREEN
   1.2.2. 75 TO 85% PASSING A 19 MM (0.75 IN) SCREEN
   1.3. SOLUBLE SALTS CONTENT < 4.0 MMHOS/CM
   1.4. ORGANIC MATTER 20 TO 100% , DRY WEIGHT BASIS

2. THE BERM SHOULD BE PLACED, UNCOMPACTED, ALONG A RELATIVELY LEVEL CONTOUR, WHEN NECESSARY THE BERM MAY BE PLACED PERPENDICULAR TO THE SLOPE ALONG THE PROPERTY LINE TO CONTAIN THE SEDIMENT PROVIDED A BERM IS LOCATED AT THE BASE OF THE SLOPE.

3. THE BERM MAY BE USED IN LIEU OF SILTATION FENCE, AT THE TOE OF SHALLOW SLOPES, ON FROZEN GROUND, LEDGE OUT CROPS, VERY ROOTED FORESTED AREA OR AT THE EDGE OF GRAVEL PARKING AREAS.

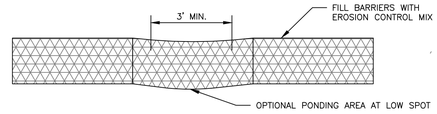
4. BERMS SHALL REMAIN IN PLACE UNTIL UPSTREAM AREA IS STABILIZED OR 90% CATCH OF VEGETATION IS ATTAINED. BERMS SHALL BE REMOVED OFFSITE OR BY SPREADING SUCH THAT NATIVE EARTH CAN BE SEEN BELOW.



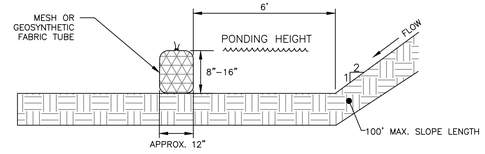
EROSION CONTROL MIX BERM DETAIL
NOT TO SCALE

NOTES:

1. FULL CONTACT WITH THE GROUND IS CRITICAL TO PREVENT SHORT CIRCUITING UNDER THE TUBE – THE GROUND SURFACE SHOULD BE SMOOTH AND LEVEL. IN WOODED AREAS, PROTRUDING ROOTS AND DEBRIS MAY NEED TO BE REMOVED. IN GRASSED AREAS, THE GRASS NEEDS TO BE EITHER MOWED OR COMPRESSED DOWN.
2. STAKING MAY BE NECESSARY ON STEEP SLOPES.
3. UPON FINAL STABILIZATION, THE TUBE CAN BE CUT OPEN AND THE MATERIAL SPREAD OUT ONTO THE GROUND. THE MESH MATERIAL SHOULD BE REMOVE.
4. LOOSE COMPOST MAY BE BACKFILLED ALONG THE UPSLOPE SIDE OF THE COMPOST FILTER SOCK, FILLING THE SEAM BETWEEN THE SOIL SURFACE AND THE DEVICE, IMPROVING FILTRATION AND SEDIMENT RETENTION.

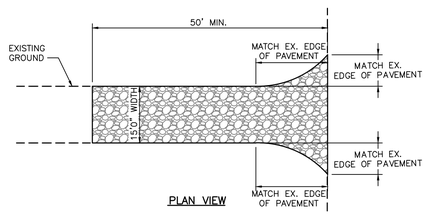


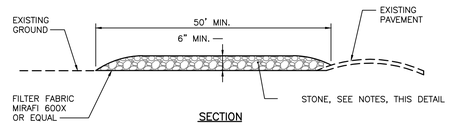
FRONT VIEW



SIDE VIEW

FILTER SOCK DETAIL
NOT TO SCALE

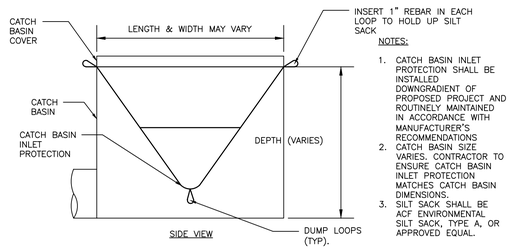




NOTES:

1. CONTRACTOR SHALL ADD STONE TO ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES
2. STONE SHALL BE 2"–3" COARSE AGGREGATE
3. CONSTRUCTION ENTRANCE SHALL BE GRADED TO NOT ALLOW ANY STORMWATER TO BE CONVEYED OFF SITE. IN SITUATIONS WHERE THIS IS NOT POSSIBLE, ANY STORMWATER CONVEYED OFFSITE SHALL BE TREATED OR RETAINED IN A MANNER APPROVED BY ENGINEER.
4. WHEN NECESSARY, ON–SITE VEHICLES SHALL HAVE THEIR WHEELS CLEANED PRIOR TO LEAVING SITE.
5. CONSTRUCTION ENTRANCE SHALL BE GRADED IN A MANNER THAT PREVENTS TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT–OF–WAY

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



NOTES:

1. CATCH BASIN INLET PROTECTION SHALL BE INSTALLED DOWNGRADIENT OF PROPOSED PROJECT AND ROUTINELY MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
2. CATCH BASIN SIZE VARIES. CONTRACTOR TO ENSURE CATCH BASIN INLET PROTECTION MATCHES CATCH BASIN DIMENSIONS.
3. SILT SACK SHALL BE ACF ENVIRONMENTAL SILT SACK, TYPE A, OR APPROVED EQUAL.

CATCH BASIN INLET PROTECTION
NOT TO SCALE

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 8/6/25
COMMENT RESPONSE II	PFH 8/18/25
COMMENT RESPONSE III	PFH 8/26/25

DRAWING NAME: **EROSION & SEDIMENTATION CONTROL DETAILS**

PROJECT NAME/ADDRESS: **PEARL STREET (LOT 3) REDEVELOPMENT**
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND UNDER NO CIRCUMSTANCES SHALL THEY BE USED BY THE USER'S OR ANY OTHER PERSON FOR OTHER PROJECTS, OR EXTENSIONS TO THIS PROJECT, OR ON OTHER SITES, WITHOUT WRITTEN AUTHORIZATION AND ADJUSTMENT BY ACORN ENGINEERING, INC. SUCH USE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

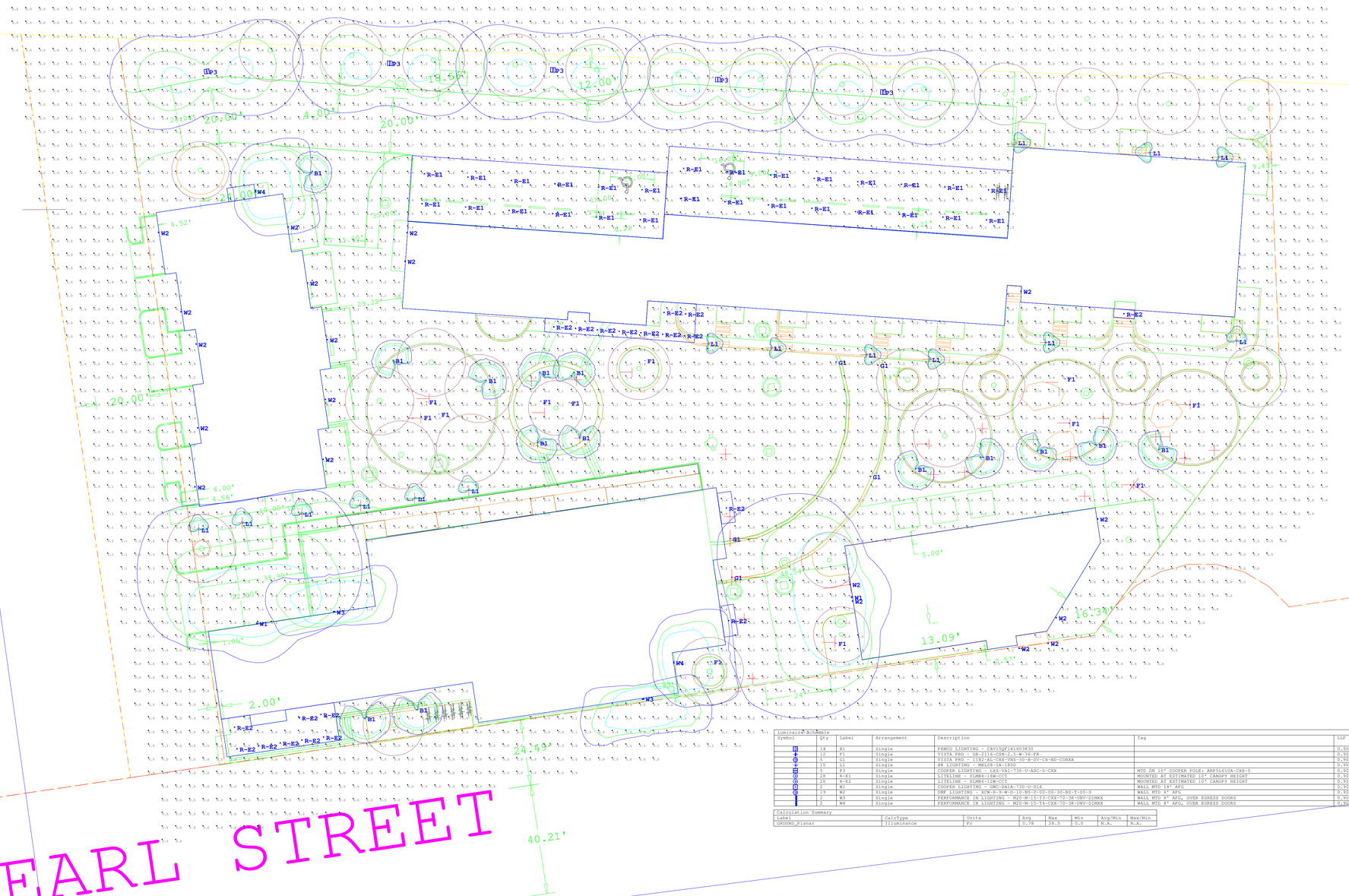
ENGINEERING, INC.
PO BOX 3472 PORTLAND, MAINE 04101
(207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
8/26/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-49

AMTRACK



Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
B1	14	B1	Single	PEMCO LIGHTING - CAV15QF1K14U1K3O		0.900	488	18.5	259
F1	12	F1	Single	VISTA PRO - GR-211L-CSR-2-L-W-35-FR		0.900	434	9.686	116.232
G1	5	G1	Single	VISTA PRO - 11R2-AL-CXX-VN3-30-B-DV-CK-ND-CONXX		0.900	285	6.35	31.75
L1	15	L1	Single	MK LIGHTING - MBL0R-1A-18SD		0.900	83	3.62	54.3
P3	5	P3	Single	COOPER LIGHTING - LXS-VA1-730-U-ASC-S-CXX	MTD ON 10' COOPER POLE: ARP5L610A-CXX-5	0.900	1780	24	120
R-E1	28	R-E1	Single	LITELINE - SLMB6-14W-CCT	MOUNTED AT ESTIMATED 10' CANOPY HEIGHT	0.900	1576	15.09	422.52
R-E2	20	R-E2	Single	LITELINE - SLMB6-12W-CCT	MOUNTED AT ESTIMATED 10' CANOPY HEIGHT	0.900	1081	11.03	220.6
R1	2	R1	Single	COOPER LIGHTING - GMC-SA1A-730-U-S14	WALL MTD 14' AFG	0.900	4207	34	68
W2	19	W2	Single	DMF LIGHTING - RCW-R-5-W-D-10-NS-0-DD-00-3D-BZ-T-00-B	WALL MTD 6' AFG	0.900	910	12.5	237.5
W3	2	W3	Single	PERFORMANCE IN LIGHTING - M2O-M-15-T3-CXX-70-3K-UNV-DIMXX	WALL MTD 8' AFG, OVER EGRESS DOORS	0.900	1396	15	30
W4	2	W4	Single	PERFORMANCE IN LIGHTING - M2O-M-15-T4-CXX-70-3K-UNV-DIMXX	WALL MTD 8' AFG, OVER EGRESS DOORS	0.900	1917	15	30

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
GROUND_Planar	Illuminance	Fc	0.78	28.5	0.0	N.A.	N.A.

CHARRON REFLEX LIGHTING

#	Date	Comments

Revisions

Drawn By: ERIK MILLES
Checked By:
7-31-2025
Contact: emilles@reflexlighting.com
Scale: NTS

FATHOM PEARL STREET REDEVELOPMENT

BIDDEFORD, ME

Building 3A

RENDERINGS

Townhomes 3A

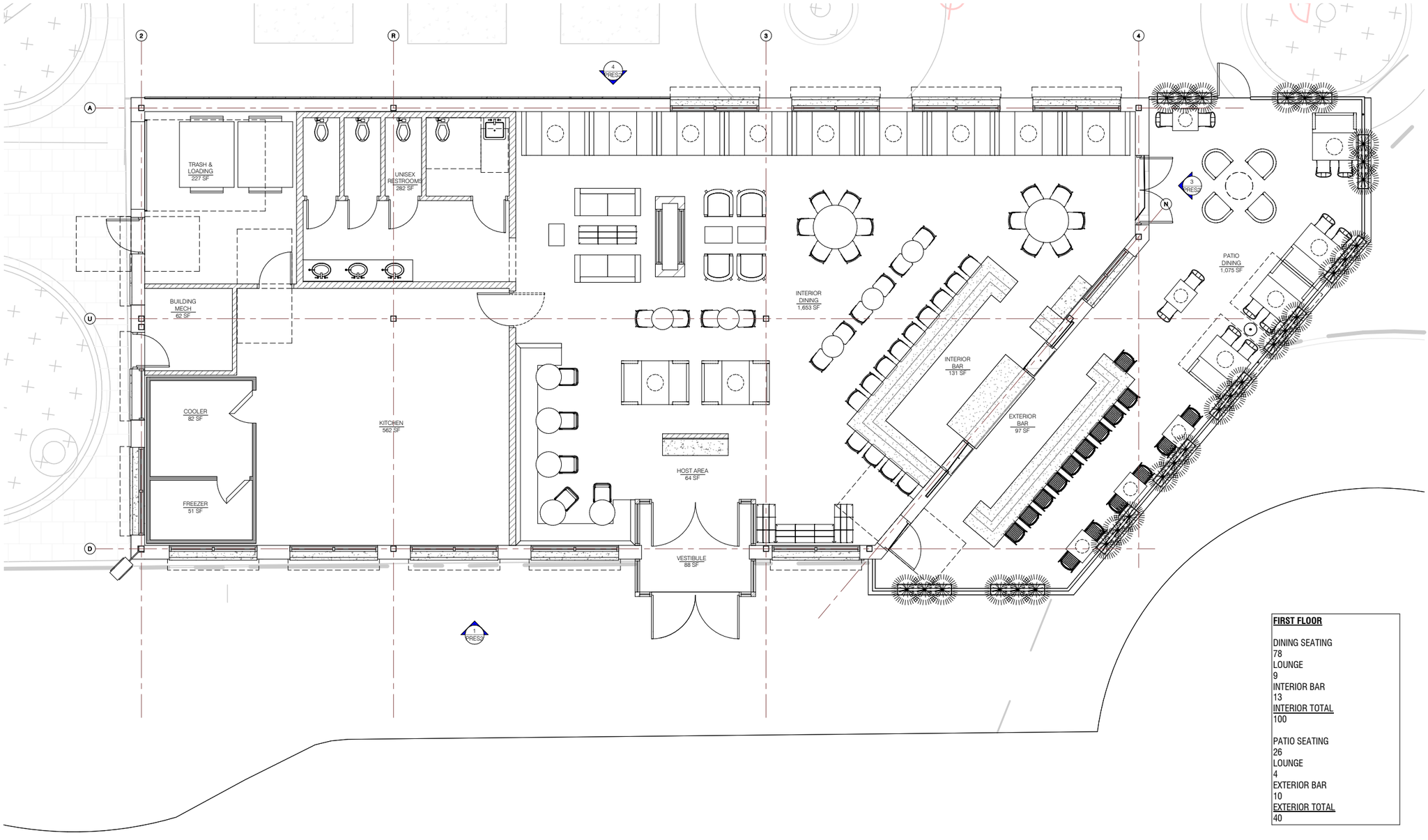
RENDERINGS

Building 3B

RENDERINGS

Floor Plan

OVERALL PLAN



Renderings | Daytime

SE CORNER ^

< SW CORNER

NE CORNER >

Renderings | Evening

SE CORNER ^

< SW CORNER

NE CORNER >

SITE PLAN & SUBDIVISION / SITE LOCATION OF DEVELOPMENT AMENDMENT

PEARL STREET (LOT 3) REDEVELOPMENT

CITY OF BIDDEFORD, ME

Prepared By:

ACORN ENGINEERING, INC.

For:

3 LINCOLN, LLC.

August, 2025

A C O R N Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104

ACORN ENGINEERING, INC.

Planning Board & Planning Department
Attn: Mr. David Galbraith
City of Biddeford, Maine
205 Main Street
Biddeford, ME 04005

August 26, 2025

Subject: Subdivision, Site Plan, and MDEP Site Law Amendment
Redevelopment of Pearl Street Lot 3, Biddeford Maine

Members of the Board & Mr. Galbraith:

On behalf of 3 Lincoln, LLC, we are pleased to submit the accompanying package of Subdivision, Site Plan, and Site Location of Development Amendment submission materials related to the proposed redevelopment 3 Lincoln Street, (Pearl Street, Lot 3) in Biddeford, Maine. The parcel is mapped as Map: 71, Block 2, and is in the Main Street Revitalization District – High Density / Mixed-Use (MSRD-3), and the Waterfront Renaissance (WR) Shoreland Overlay Zoning Districts. This project proposes to amend the previous Major Site Plan and Subdivision Approval 2024.55 (& 2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes the addition of five (5) townhomes and revises the original programming of Building A from 85 residential units to up to 52 units, Building B from 129 residential units to up to 85 units, and Building C will remain as a restaurant with approximately 154 total seats (previously 298 seats permitted). Additionally, under the City's Municipal Capacity Authority to review Site Location of Development permit applications, the applicant requests review of the previously issued Site Law permit for the proposed amendments.

Overall, this project aims to provide housing to a much-needed housing stock and build on the developing culture of Pearl Street through the addition of mixed-use developments, including residential and commercial use. The site will be enhanced by continuing the redevelopment of the old MERC facility, increasing green space and providing a connectivity to the future river front park. The team's vision for this site is to foster a community-based space for living adjacent to the scenic river. One of many redevelopments within the Mill district, this project will further increase the activity within the City's flourishing downtown.

We would respectively request the Site Plan/Subdivision/Site Law Application be placed on the next available Planning Board meeting. If you have any questions regarding these materials or the completeness of the application materials, please do not hesitate to contact us.

Sincerely,

Peter Heil P.E.
Senior Project Manager
Acorn Engineering, Inc.

Department of Environmental Protection
Bureau of Land & Water Quality
17 State House Station
Augusta, Maine 04333
Telephone: 207-287-3901

FOR DEP USE **FORM A PAGE 1**
ATS # _____
L-_____
Total Fees: _____
Date: Received _____

****

SITE LOCATION OF DEVELOPMENT PERMIT APPLICATION 38 M.R.SA. §§481-490

PLEASE TYPE OR PRINT IN *INK ONLY*

This application is for: (CHECK THE ONE THAT APPLIES)	☐ **20 acre development** ☐ **Planning Permit** ☐ **Metallic Mining**	☐ **Marine Oil Terminal Structure** ☐ **Subdivision**	■ **Major Amendment** ☐ **Minor Amendment**

1. Name of Applicant:	3 Lincoln, LLC Marieke Thorman	**6. Name of Agent (if applicable):**	Acorn Engineering, Inc Peter F. Heil, PE
2. Applicant's Mailing Address:	80 Exchange Street, Suite 400, Portland, ME	**7. Agent's Mailing Address:**	PO Box 3372, Portland, Maine 04104
3. Applicant's Daytime Phone #:	207-317-2818	**8. Agent's Daytime Phone # :**	207-775-2655
4. Applicant's Fax # (if available):		**9. Agent's Fax # (if available):**	
5. Applicant's *e-mail address* (REQUIRED -license will be sent via: e-mail):	Mthromann@fathomcompanies.com	**10. Agent's *e-mail address* (REQUIRED - license will be sent via e-mail):**	Pheil@acorn-engineering.com

PROJECT INFORMATION

11. Name of Development:	3 Lincoln Street, Lot 3, Biddeford, ME						
12. Map and Lot #'s:	**Map #:** 71	**Lot #:** 2	**13. Deed Reference #'s:**		**Book #:**		**Page #:**
14. Location of Project City/Town:	Biddeford		**15. County:**	York	**16. UTM Northing**	43.49612	**17. UTM Easting**	-70.454125
18. Brief Description of Project including total parcel size:	The project proposes to subdivide the larger 3 Lincoln Street parcel into four (4) separate lots and construct four (4) buildings on Lot 3 covering a total of 2.08 acres						

19. Type of Direct Watershed: (Check all that apply)

☐ Lake not most at risk ■ River, stream or brook ☐ Coastal wetland
☐ Lake most at risk ☐ Urban impaired stream ☐ Wellhead or public water
☐ Lake most at risk, severely blooming ☐ Freshwater wetland

20. Name of Waterbody Project Site drains to:	Saco River		
21. Amount of Developed Area:	Total acres: 2.08	Existing Developed area: 2.08 ~~2.08~~ acres	New Developed area: ___ acres
22. Amount of Impervious Area:	Total acres: 1.56	Existing Impervious areas 1.95 ~~1.95~~ acres	New Impervious area: ___ acres

23. Development started prior to obtaining a license?:	☐ **Yes** ■ **No**	
24. .Development or any portion of the site subject to enforcement action?	☐ **Yes** ■ **No**	**If yes**, name of enforcement staff involved?
25. Common scheme of development?:	☐ **Yes** ■ **No**	**26. Title, Right or Interest:** ☐ **own** ☐ **lease** ■ **purchase option** ☐ **written agreement**
27. Natural Resources Protection Act permit required?:	☐ **Yes** ■ **No**	**If yes:** ☐ **PBR** ☐ **Tier 1** ☐ **Full Permit** ☐ **Tier 2**
28. Existing DEP Permit number (if applicable):	L-10282-NJ-A-N, L-10282-05-A-N	
29. Names of DEP staff person(s) present at the pre-application meeting:	Christine Woodruff	
30. Does agent have an interest in project? If yes, what is the interest?	☐ **Yes** ■ **No**	

CERTIFICATIONS AND SIGNATURES LOCATED ON PAGE 2

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

CERTIFICATIONS / SIGNATURES

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by emailing the decision to the electronic address located on the front page of this application (see #5 for the applicant and #10 for the agent)"..

Signed: _____ **Title** VP of Development **Date:** 8/26/2025

Notice of Intent to Comply with Maine Construction General Permit	**With this Site Law application form and my signature, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit (MCGP). I have read and will comply with all of the MCGP standards.** **If this form is not being signed by the landowner or lessee of the property, attach documentation showing authorization to sign.** **Signed** _____ **Date:** 8/26/2025

NOTE: You must file a MCGP Notice of Termination (Form K) within 20 days of completing permanent stabilization of the project site.

CERTIFICATION

The person responsible for preparing this application and/or attaching pertinent site and design information hereto, by signing below, certifies that the application for development approval is complete and accurate to the best of his/her knowledge.

Signature: _____

Name (print): Peter F. Heil, PE

Date: 8/26/25

Re/Cert/Lic No.: _____

Engineer 15318

Geologist _____

Soil Scientist _____

Land Surveyor _____

Site Evaluator _____

Active Member of the Maine Bar _____

Professional Landscape Architect _____

Other _____

FORM D

SUBMISSIONS CHECKLIST

If a provision is not applicable, put "NA"

Section 1. Development description

A. Narrative

x 1. Objectives and details

x 2. Existing facilities (with dates of construction)

B. Topographic map

x 1. Location of development boundaries

x 2. Quadrangle name

C. Construction plan

x 1. Outline of construction sequence (major aspects)

x 2. Dates

D. Drawings

x 1. Development facilities

x a. Location, function and ground area

n/a b. Length/cross-sections for roads

x 2. Site work (nature and extent)

x 3. Existing facilities (location, function ground area and floor area)

4. Topography

x a. Pre- and post-development (contours 2 ft or less)

x b. Previous construction, facilities and lot lines

x **Section 2. Title, right or interest** (copy of document)

Section 3. Financial capacity

x A. Estimated costs

B. Financing

x 1. Letter of commitment to fund

2. Self-financing

____ a. Annual report

____ b. Bank statement

3. Other

____ a. Cash equity commitment

____ b. Financial plan

____ c. Letter

____ 4. Affordable housing information

Section 4. Technical ability (description)

x A. Prior experience (statement)

x B. Personnel (documents)

Section 5. Noise

x A. Developments producing a minor noise impact (statement)

x 1. Residential developments

____ 2. Certain non-residential subdivisions

____ 3. Schools and hospitals

x 4. Other developments

x a. Type, source and location of noise

x b. Uses, zoning and plans

x c. Protected locations

x d. Minor nature of impact

x e. Demonstration
n/a B. Developments producing a major noise impact (full noise study)
1. Baseline
a. Uses, zoning and plans
b. Protected locations
c. Quiet area
2. Noise generated by the development
a. Type, source and location of noise
b. Sound levels
c. Control measures
d. Comparison with regulatory limits
e. Comparison with local limits

x **Section 6. Visual quality and scenic character**(narrative, description, visual impact analysis)

x **Section 7. Wildlife and fisheries** (narrative)

x **Section 8. Historic sites** (narrative)

x **Section 9. Unusual natural areas** (narrative)

Section 10. Buffers
x A. Site plan and narrative

Section 11. Soils
A. Soil survey map and report
1. Soil investigation narrative
2. Soil survey map
x B. Soil survey intensity level by development type
1. Class A (High Intensity) Soil Survey
2. Class B (High Intensity) Soil Survey
3. Class C (Medium High-Intensity) Soil Survey
x 4. Class D (Medium Intensity) Soil Survey
x C. Geotechnical Investigation
D. Hydric soils mapping

Section 12. Stormwater management
A. Narrative
x 1. Development location
x 2. Surface water on or abutting the site
x 3. Downstream ponds and lakes
x 4. General topography
n/a 5. Flooding
n/a 6. Alterations to natural drainage ways
x 7. Alterations to land cover
x 8. Modeling assumptions
9. Basic standard
x 10. Flooding standard
x 11. General standard
x 12. Parcel size
x 13. Developed area
x 14. Disturbed area
x 15. Impervious area
B. Maps
x 1. U.S.G.S. map with site boundaries
x 2. S.C.S. soils map with site boundaries
C. Drainage Plans (a pre-development plan and a post-development plan)

x 1. Contours
x 2. Plan elements
x 3. Land cover types and boundaries
x 4. Soil group boundaries
____ 5. Stormwater quantity subwatershed boundaries
____ 6. Stormwater quality subwatershed boundaries
____ 7. Watershed analysis points
____ 8. Hydrologic flow lines (w/flow types and flow lengths labeled)
____ 9. Runoff storage areas
x 10. Roads and drives
x 11. Buildings, parking lots, and other facilities
x 12. Drainage system layout for storm drains, catch basins, and culverts
____ 13. Natural and man-made open drainage channels
n/a 14. Wetlands
n/a 15. Flooded areas
n/a 16. Benchmark
x 17. Stormwater detention, retention, and infiltration facilities
x 18. Stormwater treatment facilities
x 19. Drainage easements
n/a 20. Identify reaches, ponds, and subwatersheds matching stormwater model
n/a 21. Buffers

n/a D. Runoff analysis (pre-development and post development)
____ 1. Curve number computations
____ 2. Time of concentration calculations
____ 3. Travel time calculations
____ 4. Peak discharge calculations
____ 5. Reservoir routing calculations

n/a E. Flooding Standard
____ 1. Variance submissions (if applicable)
____ a. Submissions for discharge to the ocean, great pond, or major river
____ i. Map
____ ii. Drainage plan
____ iii. Drainage system design
____ iv. Outfall design
____ v. Easements
____ b. Insignificant increase
____ i. Downstream impacts
____
____ c. Submissions for discharge to a public stormwater system
____ i. Letter of permission
____ ii. Proof of capacity
____ ii. Outfall analysis and design (pictures)
____ 2. Sizing of storm drains and culverts
____ 3. Stormwater ponds and basins
____ a. Impoundment sizing calculations
____ b. Inlet calculations
____ c. Outlet calculations
____ d. Emergency spillway calculations
____ e. Subsurface investigation report
____ f. Embankment specifications
____ g. Embankment seepage controls
____ h. Outlet seepage controls
____ i. Detail sheet
____ j. Basin cross sections
____ k. Basin plan sheet
____ 4. Infiltration systems
____ a. Well locations map
____ b. Sand and gravel aquifer map
____ c. Subsurface investigation report with test pit or boring logs

d. Permeability analysis
e. Infiltration structure design
f. Pollutant generation and transport analysis
g. Monitoring and operations plan
i. Locations of storage points of potential contaminants
ii. Locations of observation wells and infiltration monitoring plan
iii. Groundwater quality monitoring plan

5. Drainage easement declarations.

n/a F. Stormwater quality treatment plan peak discharge calculations

1. Basic stabilization plan
a. Ditches, swales, and other open channel stabilization
b. Culvert and storm-drain outfall stabilization
c. Earthen slope and embankment stabilization
d. Disturbed area stabilization
e. Gravel roads and drives stabilization

x 2. General Standard
a. Calculations for sizing BMP
b. Impervious area calculation
c. Developed area calculation
d. Summary spreadsheet of calculations

n/a 3. Phosphorus control plan
a. Calculations for the site's allowable phosphorus export
b. Calculations for determining the developed site's phosphorus export
c. Calculations for determining any phosphorus compensation fees

n/a 4. Offset Credits
a. Urban impaired stream
Offset credit calculation
b. Phosphorus credit determination
i. Location map
ii. Scaled plan
iii. Title and right
iv. Demolition plan
v. Vegetation plan
vi. Offset credit calculation
vii. Calculation for the new allowable export

n/a 5. Runoff treatment measures
a. structural measures
i. Design drawings and specifications
ii. Design calculations
iii. Maintenance plan
iv. TSS removal or phosphorus treatment factor determinations
v. Stabilization plan
b. Vegetated buffers
i. Soil survey
ii. Buffer plan
iii. Turnout and level spreader designs
iv. Deed restrictions

n/a 6. Control plan for thermal impacts to coldwater fisheries

n/a 7. Control plan for other pollutants

x 8. Engineering inspection of stormwater management facilities

x G. Maintenance of common facilities or property

1. Components of the maintenance plan
A. Maintenance of facilities by owner or operator
1. Site owner or operator (name legally responsible party)
2. Contact person responsible for maintenance
3. Transfer mechanism

4. List of facilities to be maintained
5. List of inspection and maintenance tasks for each facility
6. Identifications of any deed covenants, easements, or restrictions
7. Sample maintenance log
8. Copies of any third-party maintenance contracts

B. Maintenance of facilities by homeowner's association
1. Incorporation documents for the association
2. Membership criteria
3. Association officer responsible for maintenance
4. Establishment of fee assessment for maintenance work
5. Establishment of lien system
6. Reference to department order(s) in association charter
7. Transfer mechanism from developer to association
8. List of facilities to be maintained
9. Identification of any deed covenants, easements, or restrictions
10. Renewal of covenants and leases
11. List of inspection and maintenance tasks for each facility
12. Sample maintenance log
13. Copies of any third-party maintenance contracts

C. Maintenance of facilities by municipality or municipal district
1. Identification of the municipal department or utility district
2. Contact person responsible for maintenance
3. Evidence of acceptance of maintenance responsibility
4. Transfer mechanism from developer
5. List of facilities to be maintained
6. List of inspection and maintenance tasks for each facility
7. Identifications of any deed covenants, easements, or restrictions
8. Sample maintenance log

x 2. General inspection and maintenance requirements

a. Drainage easements

x b. Ditches, culverts, and catch-basin systems

x c. Roadways and parking surfaces

d. Stormwater detention and retention facilities
1. Embankment inspection and maintenance
2. Outlet inspection and clean-out
3. Spillway maintenance
4. Sediment removal and disposal

e. Stormwater infiltration facilities
1. Sediment protection plan
2. Infiltration rehabilitation plan
3. Sediment removal and disposal
4. Groundwater monitoring plan

f. Proprietary treatment devices

g. Buffers

h. Other practices and measures

Section 13. Urban Impaired Stream Submissions

n/a 1. Off-site credits

n/a 2. Compensation fees (Urban Impaired Stream/Phosphorus)

n/a 3. Development impacts

Section 14. Basic Standards

x A. Narrative

x 1. Soil types

x 2. Existing erosion problems

x 3. Critical areas

x 4. Protected natural resources

x 5. Erosion control measures

x 6. Site stabilization
x B. Implementation schedule
x C. Erosion and sediment control plan
x 1. Pre-development and post-development contours
x 2. Plan scale and elements
x 3. Land cover types and boundaries
x 4. Existing erosion problems
x 5. Critical areas
x 6. Protected natural resources
x 7. Locations (general)
x 8. Locations of controls
x 9. Disturbed areas
x 10. Stabilized construction entrance
x D. Details and specifications (for both temporary and permanent measures)
_____ E. Design calculations
x F. Stabilization plan
x 1. Temporary seeding
x 2. Permanent seeding
x 3. Sodding
x 4. Temporary mulching
x 5. Permanent mulching
x G. Winter construction plan
x 1. Dormant seeding
x 2. Winter mulching
x H. Third-party inspections
x 1. Inspector's name, address, and telephone number
x 2. Inspector's qualifications
_____ 3. Inspection schedule
_____ 4. Contractor contact
_____ 5. Reporting protocol

Section 15. Groundwater

x A. Narrative
_____ 1. Location and maps
_____ 2. Quantity
_____ 3. Sources
_____ 4. Measures to prevent degradation
x B. Groundwater protection plan
n/a C. Monitoring plan
_____ 1. Monitoring points
_____ 2. Monitoring frequency
_____ 3. Background conditions
_____ 4. Monitoring parameters
_____ 5. Personnel qualifications
_____ 6. Proof of training
_____ 7. Equipment and methods
_____ 8. Quality assurance/quality control
_____ 9. Reporting requirements
_____ 10. Remedial action plan
n/a D. Monitoring well installation report
_____ 1. Well location map
_____ 2. Elevation data
_____ 3. Well installation data
_____ 4. Well construction details
_____ 5. Borehole logs
_____ 6. Summary of depth measurements
_____ 7. Characteristics of subsurface strata
_____ 8. Well installation contract

____ 9. Schematic cross-sections
____ 10. Monitoring point summary table
____ 11. Protective casing
____ 12. On-site well identification

Section 16. Water supply

x A. Water supply method
____ 1. Individual wells (evidence of sufficient/healthful supply)
____ a. Support of findings by well drillers
____ b. Support of findings by geologist
____ 2. Common well(s) (reports)
____ a. Hydrogeology report
____ b. Engineering report
____ c. Well installation report
____ d. Long-term safe yield and zone of influence determination
____ e. Public water supply
____ i. Proposed well or wells
____ ii. Existing well or wells
____ iii. Water quality analysis
____ 3. Well construction in shallow-to-bedrock areas
____ 4. Additional information
x 5. Off-site utility company or public agency
____ 6. Other sources
n/a B. Subsurface wastewater disposal systems (locations of systems and wells)
x C. Total usage (statement re: total anticipated water usage)

Section 17. Wastewater disposal

n/a A. On-site subsurface wastewater disposal systems (investigation results)
____ 1. Site plan
2. Soil conditions summary table
____ 3. Logs of subsurface explorations
4. Additional test pits, borings or probes
____ a. Soil conditions A
____ b. Soils with Profiles 8 and 9 parent material
____ c. Soil conditions D
____ d. Disposal field length 60 feet or greater
____ 5. 3-bedroom design
____ 6. Larger disposal systems
a. System design details
____ b. Plan view
____ c. Cross sections
____ d. Test pit data
____ e. Mounding analysis
n/a B. Nitrate-nitrogen impact assessment
____ 1. When required
____ a. Exempted____
i. Conventional systems meeting certain setbacks
____ ii. Denitrification systems
____ b. Special conditions and other exemptions
____ 2. Assumptions
____ a. Initial concentration
____ b. Background concentration
____ c. Contribution from development
____ d. Mixing and dilution
____ e. Severe-drought scenario
____ f. Wastewater flow to subsurface wastewater disposal fields

n/a 3. Assessment report minimum requirements
____ a. Narrative and calculations
____ b. Site plan
____ i. Well locations
____ ii. 10 mg/l and 8 mg/l isocons
____ iii. Groundwater contours and groundwater flow divides
____ c. References
n/a 4. Denitrification systems
____ a. Design plans and specifications
____ b. Installation information
____ c. Monitoring plan
____ d. Maintenance
____ e. Backup system
x D. Municipal facility or utility company letter
n/a E. Storage or treatment lagoons

____ **Section 18. Solid waste** (list: type, quantity, method of collection and location)
x A. Commercial solid waste facility (final disposal location)
n/a B. Off-site disposal of construction/demolition debris (final disposal location)
C. On-site disposal of woodwaste/land clearing debris
____ 1. Applicability of rules (evidence re: applicability of rules)
2. Burning of wood wastes
____ a. Delineation on site plan
____ b. Plans for handling unburned woodwaste and woodash
____ c. Evidence of capacity to accept waste (approved facility)
____ d. Usage of materials
____ e. Data on mixing ratios and application rates
n/a D. Special or Hazardous Waste

Section 19. Flooding
x A. Explanation of flooding impact
x B. Site plan showing 100-year flood elevation
n/a C. Hydrology analysis
x D. FEMA flood zone map with site boundaries

Section 20. Blasting
n/a A. Site Plan or map
n/a B. Report
1. Assessment
2. Blasting plan

Section 21. Air emissions (narrative and summary)
n/a A. Point and non-point sources identified
n/a B. Emission components (point sources)

Section 22. Odors
x A. Identification of nature/source
x B. Estimate of areas affected
n/a C. Methods of control)

x **Section 23. Water vapor** (narrative)

x **Section 24. Sunlight** (statement and drawing, if required)

Section 25. Notices
x A. Evidence that notice sent
x B. List of abutters for purposes of notice

Supplemental requirements for Wind Energy Developments only:

Section 26. Shadow flicker

n/a A. A copy of the Windpro Analysis and associated narrative

Section 27. Public Safety

n/a A. Design safety certifications or other documents attesting to the safety of the wind turbine equipment.
n/a B. Evidence pertaining to overspeed controls
n/a C. Site plan documenting safety setbacks zones for each wind turbine
n/a D. Other documents as necessary to demonstrate safety considerations

Section 28. Tangible Benefits

n/a A. Narrative demonstration of tangible benefits

Section 29. Decommissioning

n/a A. Description of implementation trigger for decommissioning
n/a B. Description of extent of decommissioning
n/a C. Itemization of total cost to complete decommissioning
n/a D. Demonstration of financial assurance for completeness of decommissioning plan

Section 30. Generating Facility-visual Quality and Scenic Character

n/a A. (narrative, description, visual impact analysis)

City of Biddeford – Planning Department
Planning Board Application
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

Type of Application:

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

Applicant Information:

Name: 3 Lincoln, LLC - Marieke Thormann
Mailing Address: 80 Exchange Street, Suite 400, Portland, ME 04101
Telephone: 207-317-2818
Email: mthormann@fathomcompanies.com

What is your legal interest in the property?

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

Owner's Information:

Name: City of Biddeford
Mailing Address: 205 Main Street, Biddeford, Maine 04005
Telephone: 207-571-0700
Email: _____

Agent's Information:

Name: Acorn Engineering, Inc - Peter F. Heil, PE, CPESC
Mailing Address: 16 Middle Street Suite #302, Portland, ME, 04101
Telephone: 207 - 775 - 2655
Email: Pheil@acorn-engineering.com

Engineer/Surveyor's Information:

Name: Acorn Engineering / Owen Haskell
Mailing Address: See above / 390 U.S. Rt 1. Unit #10 Falmouth, ME, 04105
Telephone: See above/ 207-774-0424
Email: See above / rloubier@owenhaskell.com

Project Location and Lot Information:

Street Address: Pearl Street, Biddeford, ME Drainage Watershed: Saco River
Tax Map: 71 Lot: 2
Current Zoning: MSRD3 Shoreland Zoning: Yes
Size of Lot: 2.08 (lot 3) (▪)acres (☐)s.f. Lot Frontage: 324' (Pearl Street)
Existing Use of Property: The existing lot is the location of the former MERC facility, which has been demolished. The existing lot is currently vacant.

Property currently serviced by:

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

Slope Conditions in Area of Construction (if applicable):

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

Are there any wetlands or waterbodies on the site? ☐ (Yes) ▪ (No) if yes attach information
Is the project within the 100-year floodplain? ☐ (Yes) ▪ (No) if yes attach information
Do you plan to bring fill onto the lot? ☐ (Yes) ▪ (No) If yes attach information

Description of proposed use of property:

Project/Proposed Use:

The project proposes to amend the previous major site plan and subdivision approval (2022.02) programming from three total buidlings on lot 3 to four total buildings. The amendment includes the addition of five townhomes and revises the original programming of building A from 85 to 52 units, building B from 129 to 85 units, building C is proposed to be a restaurant with 154 seats.

Property to be Serviced by:

▪ City Road ▪ Public Sewer ▪ Public Water ☐ Public Trash

☐ Private Road ☐ Septic System ☐ Private Well ▪ Private Hauler

Limits of Disturbance: 99,237SF (☐)acres (☐)s.f.

Net change in impervious cover: - 16,897 SF (☐)acres (☐)s.f.

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

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

Is this project within the Urbanized Area/MS4 (*see City Drainage Map*) ▪(Yes) ☐(No)

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

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

▪ **If in a Shoreland Zone:**

Percent of residential lot coverage (Max 20%): N/A

Percent of structure expansion (Max 30%): _____

▪ **If Subdivision Review, number of lots proposed:** 4 Lots previously approved (Approval ID: 2022.02)

☐ **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: 31,056 SF

Total new square feet paving/parking: 13,275 SF

Waiver Requests (attach details):

1. See Section 33. Waivers
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

A. Letters of Approval
   - __ Fire Department – Contact Chief or Deputy Chief – 282-9986
   - __ Ability to Serve for Water Service – Maine Water – 282-1543
   - __ Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118
   - ☐ Police Department – e-911 Road Name Designation – Contact Joanne Fisk 282-5127

B. Letter to Planning Board describing project, Waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of Site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineering Plans, as required.

F. Stormwater Management Report, as required.

Fees (Due at time of Submission):

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

Required Signatures:

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

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

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

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

Signature of Applicant: _____ **Date** 8/26/25

Signature of Property Owner: _____ **Date** 8/26/25

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

A) PDF OF SIGNED APPLICATION

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

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

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

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

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

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

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

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

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

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

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

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

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

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

CITY OF BIDDEFORD - SITE PLAN & SUBDIVISION APPLICATION DRAWING CHECKLIST *LAST REVISED: 11/26/2024*

CHECKLIST DIRECTIONS:

1. The following checklist must be completely filled out by the applicant and included on all preliminary and final Site Plan & Subdivision submittals. No checklist is required for sketch submittals.
2. Applicant to confirm all of the items listed are included within the submittal. Any missing items must have adequate reasoning to justify their absence.
3. City to review applicant's submittal and checklist responses. Projects missing substantial submittal information with non-acceptable reasoning will be rejected and required to resubmit.
4. Items in **BLACK** are required for 'Preliminary' approval & 'Final' approval.
5. Items in BLUE are only required for 'Final' approval.

SUBMITTAL INFORMATION - TO BE FILLED OUT BY APPLICANT	
Project Name:	3 Lincoln Street, Lot 3, Redevelopment
Planning Board # (if available):	2024.55 (& 2022.02)
Applicant Name/Info:	3 Lincoln, LLC
Submittal #/Type (Prelim/Final):	Amendment
Submittal Date:	8/6/2025

SUBMITTAL REQUIREMENT		APPLICANT RESPONSE			WP REVIEW RESPONSE	
ITEM NUMBER	DESCRIPTION	INFORMATION PROVIDED (YES/NO)	LIST DRAWING SHEET NUMBER WHERE INFORMATION IS PROVIDED	REASON NOT PROVIDED/COMMENT	ACCEPTABLE (YES/NO-REVISE & RESUBMIT)	
1	**GENERAL PLAN REQUIREMENTS**					
A	Drawing specific legends (linetypes, hatches, etc.)	YES	C-01			
B	Individual drawing layer control should be utilized: freeze/thawing, changing lineweights, and screening (i.e. screen existing layers on a proposed plan, freeze topography and underground utilities on a proposed site plan)	YES				
C	North arrows, standard engineering scale viewports, scale bars, dated revision blocks	YES				
D	All drawings and surveys must be in the following coordinate systems: NAD83 Maine State Plane West (Horizontal) and NAVD88 (Vertical)	YES	EX			
E	Drawings need to be designed, signed & sealed by a Maine licensed professional engineer (PE); all boundary survey data needs to be performed by a licensed professional land surveyor (PLS)	YES				
2	**COVER SHEET**					
A	Project Name & Property Address	YES	C-01			
B	Project Team Contact Information (Owner, Engineer, Contractor, etc.)	YES	C-01			
C	Site Location Map	YES	C-01			
D	Sheet Set List of Drawings	YES	C-01			
E	Tax Map and Lot ID	YES	C-01			
F	Zoning & Shoreland Zone Information	YES	C-01			
G	Existing Use Description	YES	C-01			
H	Proposed Use Description	YES	C-01			
I	Required Waiver/Variances (Yes/No); if yes, plan must clearly list waivers/variances requesting	YES	C-01			
J	Name of Drainage Watershed	YES	C-01			
K	Within the MS4 Urbanized Area (Yes/No)	YES	C-01			
L	Natural resources (streams, wetlands, etc.) located on-site or adjacent to the property (Yes/No)	YES	C-01			
M	Within the 100-year Flood Zone (Yes/No)	NO	C-01			
N	Public Road Proposed (Yes/No)	NO	C-01			
O	Private Road Proposed (Yes/No)	NO	C-01			
P	Public Sewer Connection (Yes/No)	YES	C-01			
Q	Public Storm Drain Connection (Yes/No)	YES	C-01			
R	Limits of Disturbance in square feet and acres	YES	C-01			
S	Pervious Land Cover square footage, existing and proposed	YES	C-01			
T	Impervious Land Cover square footage (Pavement/Gravel), existing and proposed	YES	C-01			
U	Building Roof square footage, existing and proposed	YES	C-01			
V	Assigned Planning Board Number	YES	C-01	2024.55 (& 2022.02)		
W	Estimated cut/fill earthwork volumes. If disturbing within the Flood Zone, a separate set of earthwork volumes required (overall site vs. within flood zone)	NO		N/A		
3	**EXISTING CONDITIONS PLAN**					
A	Horizontal & Vertical Datums annotated (NAD83 & NAVD88)	YES	C-02			
B	Property & Right-of-Way Lines	YES	EX			
C	Boundary line information (bearings, distances, etc.)	YES	EX			
D	Property pin and monumentation locations	YES	EX			
E	Existing easements with proper ownership identified	YES				
F	Road Names & Individual Lot Labels (Map, Lot, Owner, Acreage)	YES	EX			
G	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			
H	100-year Flood Zone Limits & Elevation	YES		Provided in FEMA map		
I	Existing contours with adequate contour labelling; minimum 1' contour interval	YES	EX			
J	Existing building FFEs annotated	YES	C-30			
K	Spot elevations for all tie-in locations (curb cuts, property line)	YES	C-30			
L	Existing buildings & structures	YES	EX			
M	Existing pavement areas & number of parking spaces	YES	EX			
N	Existing ADA ramp geometry, detectable warning plates, and ADA parking spaces	YES	EX			
O	Existing site features (sidewalks, retaining walls, curbing, lightpoles, guide rails, dumpsters, fencing)	YES	EX			
P	Existing signage and striping	YES	EX			
Q	Existing underground utility locations (storm, sewer, force main, water, gas, elec, tele)	YES	EX			
R	Existing above-ground utility locations (manholes, catch basins, utility poles, hydrants, transformers, riprap)	YES	EX			
S	Rim, invert in, invert out, pipe size, cardinal direction (N, E, S, W) information for any existing utility infrastructure being tied into (upstream/downstream/outfalls)	NO	EX			
T	Existing tree lines, street trees, free-standing trees (12" or larger diameter at breast height), and vegetation	NO		There are no existing trees 12" or larger located on the subject parcel		
U	Location of any borings, drinking wells, and monitoring wells	YES	Section 11			
4	**SITE DEMOLITION & EROSION CONTROL (E&SC) PLAN**					
A	Limits-of-disturbance outlined and acreage annotated	YES	C-03			
B	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			
C	100-year Flood Zone Limits	NO		N/A		
D	Callout existing site features to be demolished/removed/replaced	YES	C-03			
E	Callout existing utilities to be demolished/removed/abandoned-in-place	YES	C-03			
F	Hatch existing buildings and pavement to be removed	YES	C-03			
G	Construction Entrance location(s)	YES	C-03			
H	Perimeter E&SC control location(s) (i.e. silt fence, erosion berm mix)	YES	C-03			
I	Stockpile and staging area(s) identified (with proper perimeter control)	YES	C-03			
J	Inlet protection location(s)	YES	C-03			
K	Note requiring contractor to implement dust control measures throughout construction	YES	C-03			
L	Note requiring contractor to pave utility trenches within right-of-way within 3 days of excavation or prior to any rain event	NO	N/A			
M	If groundwater expected, show dewatering/silt bag location(s); show temporary pumping routing	NO				
N	If large development is proposed with an extensive underground stormwater conveyance network, identify how SWM infrastructure and BMPs will be protected during construction and if sediment traps/basins are needed	NO		N/A		
5	**SITE PLAN/SUBDIVISION PLAN**					
A	Partial Site Plans needed for any viewport scale greater than 1"=20'	NO		N/A		
B	Existing property and right-of-way lines	YES	C-03			
C	Proposed subdivision lot lines and labels	YES	PLAT			
D	Required Zoning Setbacks shown with dimensions and annotation	YES	C-10			
E	Bulk requirement summary table (zoning/parking calculations)	YES	C-10			
F	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			
G	100-year Flood Zone Limits	NO		N/A		
H	Proposed building outlines, door entrances and loading docks	YES	C-10			
I	Proposed building labels	YES	C-10			
J	Proposed road & sidewalk extents; provide clear annotation if roads will be public or private	YES	C-10			
K	Proposed parking and accessible parking locations; annotate parking space counts	YES	C-10			
L	Proposed signage, parking striping, and traffic striping	YES	C-10			
M	Detailed ADA ramp geometry, detectable warning surfaces, and ADA parking striping/signage; existing & proposed	YES	C-10			
N	Proposed site features (i.e. curbing, walls, fencing, guiderail, fire hydrant, transformers, light pole locations)	YES	C-10			
O	Proposed landscaping; detailed landscaping design should be shown on separate plans	YES	C-10			
P	Designated snow storage areas	YES	C-10	See General Note 7.		
Q	Proposed dumpster locations and trash removal access	YES	C-10			
R	Linear dimensions of all drive aisles, sidewalk widths, parking spaces, loading docks	YES	C-10			
S	Radial dimensions for all curbs, landscaped islands, sidewalks	YES	C-10			
T	Public/private road centerline stationing shown, labelled every 0+50' with curve data	N/A				

U	If Private Road is proposed, final recorded plans must clearly note that proposed private roads will not be submitted in the future for public acceptance	N/A				
V	If Private Road is proposed, final recorded plans must clearly note that the City is not responsible for any maintenance, repair, plowing, or trash removal of proposed private roads	N/A				
W	Planning Board signature block for final recording	YES	PLAT			
6	**GRADING PLAN**					
A	Partial Grading Plans needed for any viewport greater than 1"=20'	NO		N/A		
B	Limits-of-disturbance outlined and acreage annotated	YES	C-30			
C	Proposed Building Labels with Individual Finished Floor Elevations (FFEs)	YES	C-30			
D	Existing contours with adequate contour labelling, screened; minimum 1' contour interval	YES	C-30			
E	Proposed contours with adequate contour labelling; minimum 1' contour interval	YES	C-30			
F	Detailed grading for all ditches, swales, outfalls, and riprap	NO		N/A		
G	All proposed contours tie-into existing contours at limits-of-disturbance outline	YES	C-30			
H	Existing spot elevations for all asphalt, curb, and SWM BMP tie-in locations	YES	C-30			
I	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			
J	100-year Flood Zone Limits	NO		N/A		
K	Proposed spot elevations for all important roadway geometric points (including but not limited to: parking/drive aisles, building corners/entrances, retaining walls, loading docks, EOP/curblines)	YES	C-30			
L	Proposed spot elevations for all ADA ramp/landing/parking stall geometry points	YES	C-30			
M	Proposed % slope arrows for all ADA parking spaces and sidewalks	YES	C-30			
N	Proposed longitudinal % slope arrows for drainage ditch centerlines	NO		There are no existing or proposed drainage ditches		
O	Proposed % slope arrows for roads, parking areas, and landscape tie-in areas	YES	C-30			
P	Estimated cut/fill earthwork volumes. If disturbing within the Flood Zone, a separate set of earthwork volumes required (overall site vs. within flood zone)	NO				
7	**ROAD PROFILES (if public/private road proposed)**					
A	Existing surface; dashed and screened	NO		N/A		
B	Proposed surface; continuous and bold	NO		N/A		
C	Road design speed must be clearly identified	NO		N/A		
D	Corresponding centerline stationing and curve data annotation	NO		N/A		
E	All vertical curves must identify the proposed 'K' values and confirm they meet the minimum design speed thresholds listed in AASHTO's Green Book Tables 3-35 & 3-37	NO		N/A		
F	Clear annotation if proposed road will be public or private	NO		N/A		
G	If Private Road is proposed, plans must clearly note that proposed private roads will not be submitted in the future for public acceptance	NO		N/A		
H	If Private Road is proposed, plans must clearly note that the City is not responsible for any maintenance, repair, plowing, or trash removal of proposed private roads	NO		N/A		
8	**UTILITY PLAN**					
A	Existing underground utility locations; screened (storm, sewer, force main, water, gas, electric, telecom)	YES	C-20			
B	Existing above-ground utility locations; screened (manholes, catch basins, utility poles, hydrants, riprap)	YES	C-20			
C	Rim, invert in, invert out, pipe size, cardinal direction (N, E, S, W) information for any existing utility infrastructure being tied into (upstream/downstream/outfalls)	YES	C-20,C-30			
D	Proposed underground utility locations; bold (storm, sewer, force main, water, gas, electric, telecom, lighting)	YES	C-20			
E	Proposed above-ground utility locations; bold (manholes, catch basins, utility poles, hydrants, transformers, riprap)	YES	C-20			
F	Proposed storm culverts, outfalls, and riprap locations and sizes	YES	C-20			
G	Storm/sewer structure labels must include: rim, inverts in, inverts out, pipe sizes, cardinal directions (N, E, S, W)	YES	C-20, C-30			
H	Storm/sewer pipe labels must include: linear footage, pipe size, material, slope	YES	C-20			
I	Flow directional arrows for storm & sewer pipes	YES	C-20			
J	Proposed & existing site features shown that could conflict with proposed utilities (trees, signs, lightpoles, bollards, foundations, guiderails)	YES	C-10			
K	All storm drains must be sized to convey the 25-year storm	YES	Section 12			
L	Sewer force main sizes and invert elevations	YES	C-20			
M	Sewer pump station locations, model, rim, inverts, pipe sizes, cardinal directions (N,E,S,W); additional details and hydraulic calculations required for any Public pump station proposed.	YES	C-20			
N	Locations, sizes, and elevations of any: grease traps, oil-water separators, septic systems, drinking wells	YES				
O	Proposed water sizes labelled	YES	C-20			
9	**UTILITY PROFILES**					
A	Utility profiles required for all gravity storm drain and sewer pipes proposed: within the right-of-way, within private or public roads, for non-driveway culverts, and for any public infrastructure tie-ins	NO		No gravity storm drain or sewer pipes are proposed within the right-of-way		
B	Existing surface; dashed and screened	NO				
C	Proposed surface; continuous and bold	NO				
D	Storm/sewer structure labels must include: rim, inverts in, inverts out, pipe sizes, cardinal directions (N, E, S, W)	YES	C-30 & C-20			
E	Storm/sewer pipe labels must include: linear footage, pipe size, material, slope	YES	C-30 & C-21			
F	Existing and proposed gravity pipe crossings shown; sizes labelled and depths/clearance annotated	NO				
G	Existing and proposed electric/water/telecom/gas crossings shown at approximate depths; sizes labelled and depths/clearance annotated	NO	N/A	See typical utility trench details for depths of private utilties		
10	**DETAILS**					
A	Road section detail, including pavement/gravel depths & cross slopes	YES	C-41			
B	Sidewalk, paver, crosswalk, and any other pavement section details	YES	C-40, C-41			
C	Pavement sawcut & shiplap details	YES	C-40			
D	Utility trench/backfill detail	YES	C-42, C-43, C-44			
E	All site feature details; curbing, retaining walls, fencing, guiderails, dumpsters, etc.	YES	C-40, C-41			
F	Signage, striping, and ADA details	YES	C-40			
G	E&S notes and details	YES	C-48, C-49			
H	Utility structure details (manholes, cleanouts, fittings, handholes, transformer pads, hydrants)	YES	C-42, C-43, C-44, C-45, C-46, C-47			
I	Storm outfall & riprap details	NO		N/A		
J	Drainage ditch cross section identifying minimum depth, minimum bed width, and maximum side slopes	NO		N/A		
K	Pump station, grease trap, oil-water separator, septic, drinking well details	NO	C-43, C-44, C-45, C-46			
L	Conduit section details	YES	C-42			
11	**LANDSCAPING, LIGHTING & PHOTOMETRIC PLANS**					
A	As required by ordinance; at a minimum: locations, counts, lighting models, and landscaping species must be identified	YES	SEE PHOTOMETRIC PLAN			
B	Landscaping & lighting details	YES	SEE PHOTOMETRIC PLAN CUT SHEETS			
12	**DOCUMENTS/REPORTS/CALCULATIONS**					
A	On initial preliminary submittal applications, applicant must submit a development review and inspection fee. Applicant to coordinate fee amount with City Planner prior to submittal. This fee will be drawn against to cover the following type of services throughout the project life cycle (and may require replenishing): i. 3rd Party City Peer-Review ii. Site Inspections during the permitting process iii. Erosion & Sediment Control Inspections during construction iv. Right-of-Way Inspections during construction v. Site Punchlist/As-Built Inspections post-construction	YES	N/A			

B	Stormwater Management Report, including: 1. Predevelopment & Post-development Drainage Area Maps, including: a. Subdrainage areas delineated and labeled b. Points of Interest/Analysis shown and labeled c. Hatching for different land cover areas (impervious, pervious, gravel) within each applicable USDA soil boundary d. Time of concentration (Tc) paths & durations e. Four City-standardized stormwater summary tables 2. If any SWM water quality BMP or detention facility is proposed, hydrologic model exports/hydrographs must be submitted for the for the 2, 10, 25, & 100-year storm frequencies 3. Sizing calculations for any SWM water quality BMP or detention facility 4. A stormwater maintenance manual for any proposed SWM water quality BMP or detention facility, including: a. Annual maintenance requirements b. Annual inspection requirements by a licensed PE; noting that all inspection reports/logs need to be submitted to the Engineering Department by March 1st each following year, identifying what on-going maintenance has occurred and what remedial repairs are needed c. Signed Property Owner Agreement: including the current property owner's contact information and signature; it must be noted that all stormwater BMP maintenance requirements are linked to the property for perpetuity and transfer to any new ownership	Yes		The Stormwater Management Report includes calculations as required by the existing Stormwater Management Law Permit (L-10282-NJ-A-N). The Treatment BMP is currently located on Pearl Street (Lot 4) and has been designed as a plug and play system for Lots 1, 2, and 3 to tie into.		
C	An approved 'Sewer Ability-to-Serve Letter' from the Engineering Department: i. Applicant to submit proposed sewer flow calculations per Maine's Subsurface Wastewater Disposal Rules, Chapter 241, Section 4 (Tables 4A & 4C)	YES	N/A	See Section 17 - We would like to note that the proposed sewer flows have decreased from our previouly approved Lot 3 Project (2022.02)		
D	A Performance Guarantee Cost Estimate utilizing Planning's template	NO	N/A	Understood PG required prior to issuance of Building Permits		
E	For any Site Location of Development (SLODA) project, the applicant's submittal must mimic a formal submittal to DEP. Submit must abide to DEP's SLODA application and include DEP's SLODA Submittal Checklist (Form D)	Yes	N/A			
F	25-year hydraulic calculations for all storm conveyance infrastructure (pipes, culverts, drainage ditches); starting tailwater conditions/documentation must be clearly identified	Yes	N/A			
K	Public sewer pump station sizing calculations and maintenance plan	Yes				
M	Grease trap sizing calculations	NO		We are currently assuming a grease trap will be located within Building C and designed by the MEP prior to Building C's building permit		
N	Homeowner Association (HOA) agreement for any private road serving two (2) lots or more	NO		N/A		
O	Summary list & copy of any required DOT/DEP/USACE permits & approvals	NO		SRCC AND DEP STORMWATER MANAGEMENT LAW AMENDMENTS WILL BE PROVIDED UPON RECIEPT.		

CITY OF BIDDEFORD - SITE PLAN & SUBDIVISION APPLICATION DRAWING CHECKLIST *LAST REVISED: 11/26/2024*

CHECKLIST DIRECTIONS:

1. The following checklist must be completely filled out by the applicant and included on all preliminary and final Site Plan & Subdivision submittals. No checklist is required for sketch submittals.
2. Applicant to confirm all of the items listed are included within the submittal. Any missing items must have adequate reasoning to justify their absence.
3. City to review applicant's submittal and checklist responses. Projects missing substantial submittal information with non-acceptable reasoning will be rejected and required to resubmit.
4. Items in **BLACK** are required for 'Preliminary' approval & 'Final' approval.
5. Items in **BLUE** are only required for 'Final' approval.

SUBMITTAL INFORMATION - TO BE FILLED OUT BY APPLICANT	
Project Name:	3 Lincoln Street, Lot 3, Redevelopment
Planning Board # (if available):	2024.55 (& 2022.02)
Applicant Name/Info:	3 Lincoln, LLC
Submittal #/Type (Prelim/Final):	Amendment
Submittal Date:	8/6/2025

SUBMITTAL REQUIREMENT		APPLICANT RESPONSE				WP REVIEW RESPONSE		
ITEM NUMBER	DESCRIPTION	INFORMATION PROVIDED (YES/NO)	LIST DRAWING SHEET NUMBER WHERE INFORMATION IS PROVIDED	REASON NOT PROVIDED/COMMENT	Applicant Response Provided in 8/6/2025 Response Letter	ACCEPTABLE (YES/NO-REVISE & RESUBMIT)	7/9/2025 Comment	8/18/2025 Comment
1	**GENERAL PLAN REQUIREMENTS**							
A	Drawing specific legends (linetypes, hatches, etc.)	YES	C-01			YES		
B	Individual drawing layer control should be utilized: freeze/thawing, changing lineweights, and screening (i.e. screen existing layers on a proposed plan, freeze topography and underground utilities on a proposed site plan)	YES				YES		
C	North arrows, standard engineering scale viewports, scale bars, dated revision blocks	YES				YES		
D	All drawings and surveys must be in the following coordinate systems: NAD83 Maine State Plane West (Horizontal) and NAVD88 (Vertical)	YES	EX			YES		
E	Drawings need to be designed, signed & sealed by a Maine licensed professional engineer (PE); all boundary survey data needs to be performed by a licensed professional land surveyor (PLS)	YES				YES		
2	**COVER SHEET**							
A	Project Name & Property Address	YES	C-01			YES		
B	Project Team Contact Information (Owner, Engineer, Contractor, etc.)	YES	C-01			YES		
C	Site Location Map	YES	C-01			YES		
D	Sheet Set List of Drawings	YES	C-01			YES		
E	Tax Map and Lot ID	YES	C-01			YES		
F	Zoning & Shoreland Zone Information	YES	C-01		The zoning information on the Civil Sheet Cover Page (C-01) has been updated to reflect the shoreland overlay zone.	YES	Indication of shoreland overlay zone could not be located on cover.	Shoreland Overlay mentioned on C-01
G	Existing Use Description	YES	C-01			YES		
H	Proposed Use Description	YES	C-01			YES		
I	Required Waiver/Variances (Yes/No); if yes, plan must clearly list waivers/variances requesting	YES	C-01			YES		
J	Name of Drainage Watershed	YES	C-01			YES		
K	Within the MS4 Urbanized Area (Yes/No)	YES	C-01			YES		
L	Natural resources (streams, wetlands, etc.) located on-site or adjacent to the property (Yes/No)	YES	C-01			YES		
M	Within the 100-year Flood Zone (Yes/No)	NO	C-01			YES		
N	Public Road Proposed (Yes/No)	NO	C-01			YES		
O	Private Road Proposed (Yes/No)	NO	C-01			YES		
P	Public Sewer Connection (Yes/No)	YES	C-01			YES		
Q	Public Storm Drain Connection (Yes/No)	YES	C-01			YES		
R	Limits of Disturbance in square feet and acres	YES	C-01			YES		
S	Pervious Land Cover square footage, existing and proposed	YES	C-01			YES		
T	Impervious Land Cover square footage (Pavement/Gravel), existing and proposed	YES	C-01			YES		
U	Building Roof square footage, existing and proposed	YES	C-01			YES		
V	Assigned Planning Board Number	YES	C-01	2024.55 (& 2022.02)	We have confirmed with the Planning Department that the application is under review as an amendment to the existing approvals, and as such, the 2022.02 number should remain for reference to the existing approvals including easements, waivers, and conditions that remain valid. The current planning board number has been confirmed by the Planning Department to be for administrative purposes only and has been added to the amendment documentation for clarity.	YES	The old Planning Board number is included. Please confirm current number with Planning Department.	2024.55 and 2022.02 included on C-01
W	Estimated cut/fill earthwork volumes. If disturbing within the Flood Zone, a separate set of earthwork volumes required (overall site vs. within flood zone)	NO		N/A		YES		
3	**EXISTING CONDITIONS PLAN**							
A	Horizontal & Vertical Datums annotated (NAD83 & NAVD88)	YES	C-02			YES		
B	Property & Right-of-Way Lines	YES	EX			YES		
C	Boundary line information (bearings, distances, etc.)	YES	EX			YES		
D	Property pin and monumentation locations	YES	EX			YES		
E	Existing easements with proper ownership identified	YES				YES		
F	Road Names & Individual Lot Labels (Map, Lot, Owner, Acreage)	YES	EX			YES		
G	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			YES		
H	100-year Flood Zone Limits & Elevation	YES		Provided in FEMA map		YES		
I	Existing contours with adequate contour labelling: minimum 1' contour interval	YES	EX			YES		
J	Existing building FFEs annotated	YES	C-30			YES		
K	Spot elevations for all tie-in locations (curb cuts, property line)	YES	C-30			YES		
L	Existing buildings & structures	YES	EX			YES		
M	Existing pavement areas & number of parking spaces	YES	EX			YES		
N	Existing ADA ramp geometry, detectable warning plates, and ADA parking spaces	YES	EX			YES		
O	Existing site features (sidewalks, retaining walls, curbing, lightpoles, guide rails, dumpsters,	YES	EX			YES		
P	Existing signage and striping	YES	EX			YES		
Q	Existing underground utility locations (storm, sewer, force main, water, gas, elec, tele)	YES	EX			YES		
R	Existing above-ground utility locations (manholes, catch basins, utility poles, hydrants, transformers, riprap)	YES	EX			YES		
S	Rim, invert in, invert out, pipe size, cardinal direction (N, E, S, W) information for any existing utility infrastructure being tied into (upstream/downstream/outfalls)	NO	EX			YES		
T	Existing tree lines, street trees, free-standing trees (12" or larger diameter at breast height), and vegetation	NO		There are no existing trees 12" or larger located on the subject parcel		YES		
U	Location of any borings, drinking wells, and monitoring wells	YES	Section 11			YES		
4	**SITE DEMOLITION & EROSION CONTROL (E&SC) PLAN**							
A	Limits-of-disturbance outlined and acreage annotated	YES	C-03			YES		
B	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			YES		
C	100-year Flood Zone Limits	NO		N/A		YES		
D	Callout existing site features to be demolished/removed/replaced	YES	C-03			YES		
E	Callout existing utilities to be demolished/removed/abandoned-in-place	YES	C-03			YES		
F	Hatch existing buildings and pavement to be removed	YES	C-03		C-03 has been updated to include removal hatches.	YES	Removal hatches were not added to ex. concrete/foundations to be removed. just callouts.	Removal hatches have been added.
G	Construction Entrance location(s)	YES	C-03			YES		
H	Perimeter E&SC control location(s) (i.e. silt fence, erosion berm mix)	YES	C-03			YES		
I	Stockpile and staging area(s) identified (with proper perimeter control)	YES	C-03			YES		
J	Inlet protection location(s)	YES	C-03			YES		
K	Note requiring contractor to implement dust control measures throughout construction	YES	C-03			YES		
L	Note requiring contractor to pave utility trenches within right-of-way within 3 days of excavation or prior to any rain event	NO	N/A			YES		
M	If groundwater expected, show dewatering/silt bag location(s); show temporary pumping	NO				YES		
N	If large development is proposed with an extensive underground stormwater conveyance network, identify how SWM infrastructure and BMPs will be protected during construction and if sediment traps/basins are needed	NO		N/A		YES		
5	**SITE PLAN/SUBDIVISION PLAN**							
A	Partial Site Plans needed for any viewport scale greater than 1"=20'	NO		N/A		YES		
B	Existing property and right-of-way lines	YES	C-03			YES		
C	Proposed subdivision lot lines and labels	YES	PLAT			YES		
D	Required Zoning Setbacks shown with dimensions and annotation	YES	C-10			YES		
E	Bulk requirement summary table (zoning/parking calculations)	YES	C-10			YES		
F	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			YES		
G	100-year Flood Zone Limits	NO		N/A		YES		
H	Proposed building outlines, door entrances and loading docks	YES	C-10			YES		
I	Proposed building labels	YES	C-10			YES		
J	Proposed road & sidewalk extents; provide clear annotation if roads will be public or private	YES	C-10			YES		
K	Proposed parking and accessible parking locations; annotate parking space counts	YES	C-10			YES		
L	Proposed signage, parking striping, and traffic striping	YES	C-10			YES		
M	Detailed ADA ramp geometry, detectable warning surfaces, and ADA parking striping/signage; existing & proposed	YES	C-10		ADA signage locations have been indicated on the Site Plan. ADA signage will be installed on the building at the head of ADA parking spaces. See Sheet C-10 for additional information. Detectable warning plates are not required within private parking areas or across private driveways.	YES	ADA signage locations and detectable warnings not included on Site Plan.	ADA signage locations were added to the Plans.
N	Proposed site features (i.e. curbing, walls, fencing, guiderail, fire hydrant, transformers, light pole locations)	YES	C-10			YES		
O	Proposed landscaping; detailed landscaping design should be shown on separate plans	YES	C-10			YES		
P	Designated snow storage areas	YES	C-10	See General Note 7.	Temporary snow storage areas have been indicated on the site plan. During larger snow events the owner shall be responsible for hauling snow offsite. Final location is dependent on the future property maintenance providers means and methods.	YES	No snow storage locations identified, only states that snow removal is the responsibility of the Owner. Where will snow be removed to?	Temporary snow storage area has been called out on C-10 and more detail is provided in General Note 7.
Q	Proposed dumpster locations and trash removal access	YES	C-10		Buildings 3A, 3B, 3C, and the townhomes will store trash internally. Trash will be wheeled to the curbline of the internal drive aisle or parking garage access lane for removal on designated trash pickup days.	YES	Proposed dumpster and trash removal locations are not clear.	The Applicant has provided more detail regarding their plan for trash removal. The Applicant should confirm their understanding that private drive aisles and Pearl Street curbline can be utilized as refuse locations for trash bins/dumpsters wheeled out for
R	Linear dimensions of all drive aisles, sidewalk widths, parking spaces, loading docks	YES	C-10			YES		

S	Radial dimensions for all curbs, landscaped islands, sidewalks	YES	C-10		Radial dimensions have been added to all landscaped islands presented in the Site Plan. See Sheet C-10.	YES	Not all proposed landscaped islands have radial dimensions	Confirmed; all proposed landscaped islands now have radial dimensions.
T	Public/private road centerline stationing shown, labelled every 0+50' with curve data	N/A				YES		
U	If Private Road is proposed, final recorded plans must clearly note that proposed private roads will not be submitted in the future for public acceptance	N/A				YES		
V	If Private Road is proposed, final recorded plans must clearly note that the City is not responsible for any maintenance, repair, plowing, or trash removal of proposed private roads	N/A				YES		
W	Planning Board signature block for final recording	YES	PLAT			YES		
6	**GRADING PLAN**							
A	Partial Grading Plans needed for any viewport greater than 1"=20'	NO		N/A		YES		
B	Limits-of-disturbance outlined and acreage annotated	YES	C-30			YES		
C	Proposed Building Labels with Individual Finished Floor Elevations (FFEs)	YES	C-30			YES		
D	Existing contours with adequate contour labelling, screened; minimum 1' contour interval	YES	C-30			YES		
E	Proposed contours with adequate contour labelling; minimum 1' contour interval	YES	C-30			YES		
F	Detailed grading for all ditches, swales, outfalls, and riprap	NO		N/A		YES		
G	All proposed contours tie-into existing contours at limits-of-disturbance outline	YES	C-30			YES		
H	Existing spot elevations for all asphalt, curb, and SWM BMP tie-in locations	YES	C-30			YES		
I	Location of any Natural Resources and their respective buffers (wetlands, streams, etc.)	YES	C-10			YES		
J	100-year Flood Zone Limits	NO		N/A		YES		
K	Proposed spot elevations for all important roadway geometric points (including but not limited to: parking/drive aisles, building corners/entrances, retaining walls, loading docks,	YES	C-30			YES		
L	Proposed spot elevations for all ADA ramp/landing/parking stall geometry points	YES	C-30			YES		
M	Proposed % slope arrows for all ADA parking spaces and sidewalks	YES	C-30		Percent slope and arrows have been added to the ADA parking spaces and walkways. See Sheet C-30 for additional information.	YES	Proposed % slope arrows for ADA parking spaces and sidewalks not provided	Confirmed; a % slope arrow has been added for each proposed ADA parking stall, and cross-slope % arrows have been added for the proposed sidewalk.
N	Proposed longitudinal % slope arrows for drainage ditch centerlines	NO		There are no existing or proposed drainage ditches		YES		
O	Proposed % slope arrows for roads, parking areas, and landscape tie-in areas	YES	C-30			YES		
P	Estimated cut/fill earthwork volumes. If disturbing within the Flood Zone, a separate set of earthwork volumes required (overall site vs. within flood zone)	NO				YES		
7	**ROAD PROFILES (if public/private road proposed)**							
A	Existing surface: dashed and screened	NO		N/A		YES		
B	Proposed surface; continuous and bold	NO		N/A		YES		
C	Road design speed must be clearly identified	NO		N/A		YES		
D	Corresponding centerline stationing and curve data annotation	NO		N/A		YES		
E	All vertical curves must identify the proposed 'K' values and confirm they meet the minimum design speed thresholds listed in AASHTO's Green Book Tables 3-35 & 3-37	NO		N/A		YES		
F	Clear annotation if proposed road will be public or private	NO		N/A		YES		
G	If Private Road is proposed, plans must clearly note that proposed private roads will not be submitted in the future for public acceptance	NO		N/A		YES		
H	If Private Road is proposed, plans must clearly note that the City is not responsible for any maintenance, repair, plowing, or trash removal of proposed private roads	NO		N/A		YES		
8	**UTILITY PLAN**							
A	Existing underground utility locations; screened (storm, sewer, force main, water, gas, electric, telecom)	YES	C-20			YES		
B	Existing above-ground utility locations; screened (manholes, catch basins, utility poles, hydrants, riprap)	YES	C-20			YES		
C	Rim, invert in, invert out, pipe size, cardinal direction (N, E, S, W) information for any existing utility infrastructure being tied into (upstream/downstream/outfalls)	YES	C-20,C-30			YES		
D	Proposed underground utility locations; bold (storm, sewer, force main, water, gas, electric, telecom, lighting)	YES	C-20			YES		
E	Proposed above-ground utility locations; bold (manholes, catch basins, utility poles, hydrants, transformers, riprap)	YES	C-20			YES		
F	Proposed storm culverts, outfalls, and riprap locations and sizes	YES	C-20			YES		
G	Storm/sewer structure labels must include: rim, inverts in, inverts out, pipe sizes, cardinal directions (N, E, S, W)	YES	C-20, C-30			YES		
H	Storm/sewer pipe labels must include: linear footage, pipe size, material, slope	YES	C-20		Storm and sewer pipe materials have been added to the Utility and Grading & Drainage Plans. See Sheet C-20 and C-30 for additional information.	YES	Proposed storm and sewer pipe material not included in labels.	Confirmed; more details have been added to the pipe labels.
I	Flow directional arrows for storm & sewer pipes	YES	C-20		Flow direction arrows have been added to the proposed sewer line type. See Sheet C-20 for additional information.	YES	Flow direction not provided for proposed sewer pipe.	Confirmed; the applicable flow direction arrows have been added.
J	Proposed & existing site features shown that could conflict with proposed utilities (trees, signs, lightpoles, bollards, foundations, guiderails)	YES	C-10			YES		
K	All storm drains must be sized to convey the 25-year storm	YES	Section 12		The Hydraflow Report indicates the pipe network has bene designed for a 25-year storm.	YES	A Hydraflow Report was included in Section 12; however, it does not indicate the design storm input or include a legend.	Confirmed; there is a note in the Hydraflow report stating the pipe network was designed to accommodate the 25-year design storm event.
L	Sewer force main sizes and invert elevations	YES	C-20		Sewer tee invert elevations have been added to the plans. See the Utility Plan for additional information.	YES	Forcemain tee invert elevations not provided.	Confirmed; forcemain tee invert elevations have been provided on the Plans.
M	Sewer pump station locations, model, rim, inverts, pipe sizes, cardinal directions (N,E,S,W); additional details and hydraulic calculations required for any Public pump station proposed.	YES	C-20			YES		
N	Locations, sizes, and elevations of any: grease traps, oil-water separators, septic systems, drinking wells	YES				YES		
O	Proposed water sizes labelled	YES	C-20			YES		
9	**UTILITY PROFILES**							
A	Utility profiles required for all gravity storm drain and sewer pipes proposed: within the right-of-way, within private or public roads, for non-driveway culverts, and for any public infrastructure tie-ins	NO		No gravity storm drain or sewer pipes are proposed within the right-of-way		YES		
B	Existing surface; dashed and screened	NO				N/A		
C	Proposed surface: continuous and bold	NO				N/A		
D	Storm/sewer structure labels must include: rim, inverts in, inverts out, pipe sizes, cardinal directions (N, E, S, W)	YES	C-30 & C-20			N/A		
E	Storm/sewer pipe labels must include: linear footage, pipe size, material, slope	YES	C-30 & C-21			N/A		
F	Existing and proposed gravity pipe crossings shown; sizes labelled and depths/clearance	NO				N/A		
G	Existing and proposed electric/water/telecom/gas crossings shown at approximate depths; sizes labelled and depths/clearance annotated	NO	N/A	See typical utility trench details for depths of private utilities		N/A		
10	**DETAILS**							
A	Road section detail, including pavement/gravel depths & cross slopes	YES	C-41		The cross slope within paved areas is variable therefore additional flow arrows and spot grades have been added to the Grading & Drainage Plan. See Sheet C-30 for additional information.	YES	Only inlcuded a pavement profile detail which doesn't include cross slopes. Grading on plan view.	No further comment.
B	Sidewalk, paver, crosswalk, and any other pavement section details	YES	C-40, C-41		A crosswalk is not proposed across the drive aisle into the internal courtyard (woonerf) area. Additionally, the project does not proposes any crosswalks therefore a detail has not been provided within the plan set.	YES	Missing crosswalk detail and proposed crosswalks for site and Pearl St on Site Plan.	No further comment.
C	Pavement sawcut & shiplap details	YES	C-40			YES		
D	Utility trench/backfill detail	YES	C-42, C-43, C-44			YES		
E	All site feature details: curbing, retaining walls, fencing, guiderails, dumpsters, etc.	YES	C-40, C-41			YES		
F	Signage, striping, and ADA details	YES	C-40			YES		
G	E&S notes and details	YES	C-48, C-49		A silt fence is not specifically proposed on this project as we callout an erosion control mix berm to be installed downgradient of all disturbed areas. A silt fence detail has also been added to the Erosion & Sedimentation Control Details sheet for the contractors reference.	YES	Include silt fence detail if to be used as erosion control barrier	Confirmed; a silt fence detail has been added to the Plans.
H	Utility structure details (manholes, cleanouts, fittings, handholes, transformer pads, hydrants)	YES	C-42, C-43, C-44, C-45, C-46, C-47			YES		
I	Storm outfall & riprap details	NO		N/A		YES		
J	Drainage ditch cross section identifying minimum depth, minimum bed width, and maximum side slopes	NO		N/A		YES		
K	Pump station, grease trap, oil-water separator, septic, drinking well details	NO	C-43, C-44, C-45, C-46			YES		
L	Conduit section details	YES	C-42			YES		
11	**LANDSCAPING, LIGHTING & PHOTOMETRIC PLANS**							
A	As required by ordinance; at a minimum: locations, counts, lighting models, and landscaping species must be identified	YES	SEE PHOTOMETRIC PLAN			YES		
B	Landscaping & lighting details	YES	SEE PHOTOMETRIC PLAN CUT SHEETS			YES		
12	**DOCUMENTS/REPORTS/CALCULATIONS**							
A	On initial preliminary submittal applications, applicant must submit a development review and inspection fee. Applicant to coordinate fee amount with City Planner prior to submittal. This fee will be drawn against to cover the following type of services throughout the project life cycle (and may require replenishing): i. 3rd Party City Peer-Review ii. Site Inspections during the permitting process iii. Erosion & Sediment Control Inspections during construction iv. Right-of-Way Inspections during construction v. Site Punchlist/As-Built Inspections post-construction	YES	N/A			City to verify		

B	Stormwater Management Report, including: 1. Predevelopment & Post-development Drainage Area Maps, including: a. Subdrainage areas delineated and labeled b. Points of Interest/Analysis shown and labeled c. Hatching for different land cover areas (impervious, pervious, gravel) within each applicable USDA soil boundary d. Time of concentration (Tc) paths & durations e. Four City-standardized stormwater summary tables 2. If any SWM water quality BMP or detention facility is proposed, hydrologic model exports/hydrographs must be submitted for the for the 2, 10, 25, & 100-year storm frequencies 3. Sizing calculations for any SWM water quality BMP or detention facility 4. A stormwater maintenance manual for any proposed SWM water quality BMP or detention facility, including: a. Annual maintenance requirements b. Annual inspection requirements by a licensed PE; noting that all inspection reports/logs need to be submitted to the Engineering Department by March 1st each following year, identifying what on-going maintenance has occurred and what remedial repairs are needed c. Signed Property Owner Agreement: including the current property owner's contact information and signature; it must be noted that all stormwater BMP maintenance requirements are linked to the property for perpetuity and transfer to any new ownership	Yes		The Stormwater Management Report includes calculations as required by the existing Stormwater Management Law Permit (L-10282-NJ-A-N). The Treatment BMP is currently located on Pearl Street (Lot 4) and has been designed as a plug and play system for Lots 1, 2, and 3 to tie into.	See responses [in memo] regarding Post-Construction Stormwater Management Plan.	YES	See Memo regarding Post-Construction Stormwater Management Plan comment.	No further comment.
C	An approved 'Sewer Ability-to-Serve Letter' from the Engineering Department: i. Applicant to submit proposed sewer flow calculations per Maine's Subsurface Wastewater Disposal Rules, Chapter 241, Section 4 (Tables 4A & 4C)	YES	N/A	See Section 17 - We would like to note that the proposed sewer flows have decreased from our previouly approved Lot 3 Project (2022.02)		YES		
D	A Performance Guarantee Cost Estimate utilizing Planning's template	NO	N/A	Understood PG required prior to issuance of Building Permits	We would request that a Performance Guarantee would be a condition of approval to be provided prior to scheduling a pre-construction meeting to align with the existing condition of approval.	YES	Provide in later submittal	No further comment.
E	For any Site Location of Development (SLODA) project, the applicant's submittal must mimic a formal submittal to DEP. Submit must abide to DEP's SLODA application and include DEP's SLODA Submittal Checklist (Form D)	Yes	N/A			YES		
F	25-year hydraulic calculations for all storm conveyance infrastructure (pipes, culverts, drainage ditches); starting tailwater conditions/documentation must be clearly identified	Yes	N/A		The Hydraflow Report indicates the pipe network has bene designed for a 25-year storm.	YES	A Hydraflow Report was included in Section 12; however, it does not indicate the design storm input or include a legend.	Confirmed, there is a note in the Hydraflow report stating the pipe network was designed to accommodate the 25-year design storm event.
K	Public sewer pump station sizing calculations and maintenance plan	Yes				YES	See Memo.	In the memo, the Applicant stated that the pump station design has been updated since the previous submission and is currently in the process of being finalized in coordination with the City. Acorn met with City Engineering on 7/29/25. The pump station design is currently under review by the City of Biddeford Engineering Department.
M	Grease trap sizing calculations	NO		We are currently assuming a grease trap will be located within Building C and designed by the MEP prior to Building C's building permit		YES		
N	Homeowner Association (HOA) agreement for any private road serving two (2) lots or more	NO		N/A		YES		
O	Summary list & copy of any required DOT/DEP/USACE permits & approvals	NO		SRCC AND DEP STORMWATER MANAGEMENT LAW AMENDMENTS WILL BE PROVIDED UPON RECIEPT.		YES		

ACORN ENGINEERING, INC.

David Galbraith - Deputy Director of Planning & Development
City of Biddeford
205 Main Street
Biddeford, ME 04005

August 26, 2025

Subject: Comment Response Letter III
3 Lincoln Street (Pearl Street – Lot 3) Redevelopment Amendment

David,

On behalf of 3 Lincoln, LLC, we are pleased to respond to the City Review Comments received on August 15th and comments received at the August 20th Planning Board Meeting. Please find our responses to outstanding comments below. All comments not specifically addressed below are assumed to be satisfied.

Staff Review Committee (SRC) Comments: *Wright Pierce follow up comments*

Comment – Article VI, Section 47, Paragraph D.2 of the LDR states that the proposed development shall assure safe interior circulation within its site, by separating pedestrian and vehicular traffic and by providing adequate parking and turnaround areas as set forth in the parking provisions of this ordinance. The Applicant should separate pedestrian and vehicular traffic on the site or request a waiver.

Response – Bollards have been incorporated between buildings A and C to delineate pedestrian vs vehicular traffic within the sites access aisle from Pearl Street. Additionally, a waiver is requested for the proposed courtyard woonerf. Please refer to Section 33. Waivers for additional information.

Comment – The pump station design is currently under review by the City of Biddeford Engineering Department.

Response – Understood. The development team will continue to coordinate with City Engineering as necessary.

Biddeford Fire Department Comments: *Wright Pierce follow up comments*

Comment – Applicant to confirm that all proposed interior landscaping will be limited in mature height of 15 feet. Additionally, Applicant to confirm that trees will not encroach on fire department access roads in such a way to lessen the 13 feet-6 inch minimum overhead clearance. Armstrong maple is proposed along the rear drive aisle, although columnar, its mature height is 30+ feet tall, which could encroach on fire department access roads in such a way as to lessen the required minimum overhead clearance.

Response – The landscape plan has been revised to include a note that reads "trees to be pruned to maintain a maximum height of 15' at all times". Please see Landscape Plan prepared by Soren DeNiord for additional information. The planting plan has been coordinated with the fire department and trees are not anticipated to encroach on the fire department access roads or general site access.

Comment – It appears the (firetruck) turnaround is still proposed reinforced grass grid. The Fire Department requires this area to be paved.

Response – The project team has had continuous coordination with the Fire Department regarding firetruck accessibility and it is our understanding that the reinforced grass grid turnaround is acceptable and rated to support City of Biddeford firetrucks.

City Checklist Comments: *Wright Pierce follow up comments*

Comment – Row 95: The Applicant has provided more detail regarding their plan for trash removal. The Applicant should confirm their understanding that private drive aisles and Pearl Street curbline can be utilized as refuse locations for trash bins/dumpsters wheeled out for collection.

Response – Trash rooms will be internal to the buildings and only moved outside the buildings for pickup. Potential refuse locations are shown on the Landscape Plan. Final locations will need to be coordinated with the solid waste company.

Off-Street Parking and Loading: *Wright Pierce follow up comments*

Comment – The proposed delivery/loading area along the northwest corner of the building within the Woonerf area is understood. It is recommended to add signage or bollards to prevent vehicle parking within the access lane along the west side of Building C for the reason mentioned in our original comment (Original reason: *a vehicle parked there could be in the way of cars pulling in and out of the parking garage of Building A*).

Response – Please refer to Wayfinding Plan, which provides signage in this area. See Section 36 for the Wayfinding Plan.

Signage: *Wright Pierce follow up comments*

Comment – As indicated on the Wayfinding Plan, General Note 3, "Wayfinding map represents site wayfinding signage related to access and parking only. Decorative and code required signage is not shown". Our comment regarding sign locations and details remains. (Original comment: The Applicant should add sign locations and details to the Plans if intending to have them for the restaurant or residences in compliance with Article VI, Section 59

Response – Sign locations as shown on the Wayfinding Plan have been incorporated to the Site Plan. Please see sheet C-10 for additional information. Decorative and code required signage is not shown at this time.

City Staff Comment: *Wright Pierce follow up comments*

Comment – FDC and Knox Box locations are shown for all buildings. Sprinkler room is only shown for Building
A.

Response – Please refer to the Utility Plan (C-20) with the Civil Plan Set and the Architectural floor plans. All proposed sprinkler services have been coordinated with the architect and have been directed to each building's associated sprinkler room.

Comment – The proposed hydrant is shown on both the Site Plan and Utility Plan; however, the existing hydrant is only shown on the utility plan.

Response – Please refer to the Site Plan (C-10), a callout has been added to clarify the existing hydrant will remain.

Landscape Plans Designs: *Wright Pierce follow up comments*

Comment – Bike racks and a bench are proposed; however, refuse receptacles are not shown.

Response – Refuse receptacles will be located in the interior spaces of each building and a potential refuse collection area for the retail building is shown on the Landscape Plan. Final location will be coordinated with the solid waste company and future tenant.

Comment – Courtyard lighting locations and styles are shown on the photometric plan, and specifications are provided in Section 31. Lights with label G1 appear to be set within the pavers between Building A and Building B. Are these G1 lights to illuminate a path between these two buildings? If so, why are the footcandle measurements for some of the G1 lights 0.0? Also, how will these fixtures be prevented from vehicular traffic, if traffic is allowed in the courtyard as the loading of the light fixture is listed as 10,000 pounds. The max footcandles in the Calculation Summary on the photometric plan indicates 28.5. It appears this is from one of the B1 light fixtures. This appears high. Additionally, it appears that an entrance to Building A (labelled Retail 1,110 SF) needs lighting.

Response – A single G1 fixture has been removed from the internal limits of the woonerf to prevent impact and potential damage from emergency vehicle egress. The lighting designer stated that the G1 fixture does not provide enough light spread photometrically along the ground plane to impact the foot candle reading. The lighting designer also stated the 28.5 footcandle reading is due to the pole mounted fixture and the bollard lighting fixtures proximity. The high light level will dissipate very quickly as you radiate away from the fixture. Lastly, lighting has been added for the retail egress. Please see the revised Photometric Plan for additional information.

Comment – A Wayfinding Plan was provided. It is recommended a title block be added to the plan.

Response – The Wayfinding Plan has been updated to include the Acorn Engineering title block. Please See Section 36. Wayfinding Plan for additional information.

Building Plans: *Wright Pierce follow up comments*

Comment – Updated building elevations in color were provided for the Townhomes and Buildings A and B. Updated building elevations in color were not provided for Building C (the restaurant).

Response – Building elevations in color for Building C are included as part of the application materials.

Comments Received at the August 20th Planning Board and Site Walk:

Comment – A Coveted Maintenance Agreement for private access road on Lot 2 should be provided by the applicant. Additionally, the private access road shall be widened from 20' to 22' feet to meet the residential access requirements within city code. The private access way will also need to be named accordingly. Based on the site visit with Planning Board and Engineering it was determined that as part of the street widening aspect of the project it would also make sense to relocate the exisitng concrete sidewalk to the eastern side of the private access lane.

Response – A maintenance agreement for the private access road is provided as part of the application materials. We are currently reaching out to the Police Department to start the process of assigning addresses for the proposed buildings (emails dating back to 6/27) and we have reached out again on 8/22 to formally name the private access lane on Lot 2. As part of our resubmission materials we have widened the private access lane from 20' to 22' and have relocated the existing concrete sidewalk to the eastern side of the private access lane. Please refer to the revised Civil Plans for additional information. See Section 27 for a Coveted Maintenance Agreement regarding the private access road.

Comment – A maintenance agreement for the proposed condominiums to enter into a stormwater agreement to maintain the subsurface detention and treatment system on Lot 4 should be provided.

Response – See Section 27 for the stormwater maintenance agreement.

Comment – The Planning Board would like to see in writing that all pedestrian (darker gray) pavers will be removed and replaced on Pearl Street as part of construction. The pavers will have to be reinstalled, and the final re-installed condition of the pavers will need to be approved by the city engineering and public works departments.

Response – See attached construction management plan that includes the following language "contractor to remove pedestrian paver (darker paver) and sections of flush granite curb prior to construction of building 3A and 3C & stockpile onsite. Contractor to reinstall pavers prior to building 3A and 3C certificate of occupancy. Contractor to notify engineering and public works prior to removing pavers, prior to replacing pavers, and at completion of work."

Sincerely,

Peter Heil, P.E.
Senior Project Manager,
Acorn Engineering, Inc.

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Supplemental Requirements for Wind Energy Developments are not applicable for the Redevelopment of 3 Lincoln Street (Lot 3) in Biddeford, Maine.

City Final Site Plan Amendment Materials

Section 26: Maine Tribe/Nations Correspondence
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Attachment A: Civil Site Plan Set – By Acorn Engineering
Attachment B: Photometric Plan – By Reflex Lighting
Attachment C: Architectural Plans for Building A, B, C, and D.
Attachment D: Landscape Plans by Soren DeNiord Design Studio

Section 1

Development Description

Section 1. Development Description

Site Information

- Parcel Size (Lot 3): 2.08 Acres
- Impervious Area
    - 3 Lincoln Street – Lot 3
        - Existing: 1.95 acres(94%)
        - Proposed: 1.56 acres (75%)

The City of Biddeford has municipal capacity to review the Site Location of Development application but does not have stormwater capacity, therefore the project anticipates submitting the Stormwater Management Law amendment application to MaineDEP for review and approval in the coming weeks.

The proposed project will also be subject to the City of Biddeford Site Plan & Subdivision approval and a Saco River Corridor Commission (SRCC) permit application due to the proximity to the Saco River.

A. Narrative

On behalf of 3 Lincoln, LLC, we are pleased to submit the accompanying package of Final Subdivision and Site Plan amendment submission materials related to the proposed redevelopment 3 Lincoln Street, (Pearl Street, Lot 3) in Biddeford, Maine. The parcel is mapped as Map: 71, Block 2, and is in the Main Street Revitalization District – High Density / Mixed-Use (MSRD-3), and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning Districts. This project proposes to amend the previous Major Site Plan and Subdivision approval (2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes the addition of five (5) townhomes and revises the original programming of building A from 85 residential units to up to 52 units, building B from 129 residential units to up to 85 units, and building C will remain as a restaurant with 154 total seats (previously 298 seats).

The proposed project is subject to a Saco River Corridor Commission (SRCC) permit application due to the proximity to the Saco River.

B. Topographic Map

Included as part of this section.

C. Construction Plan

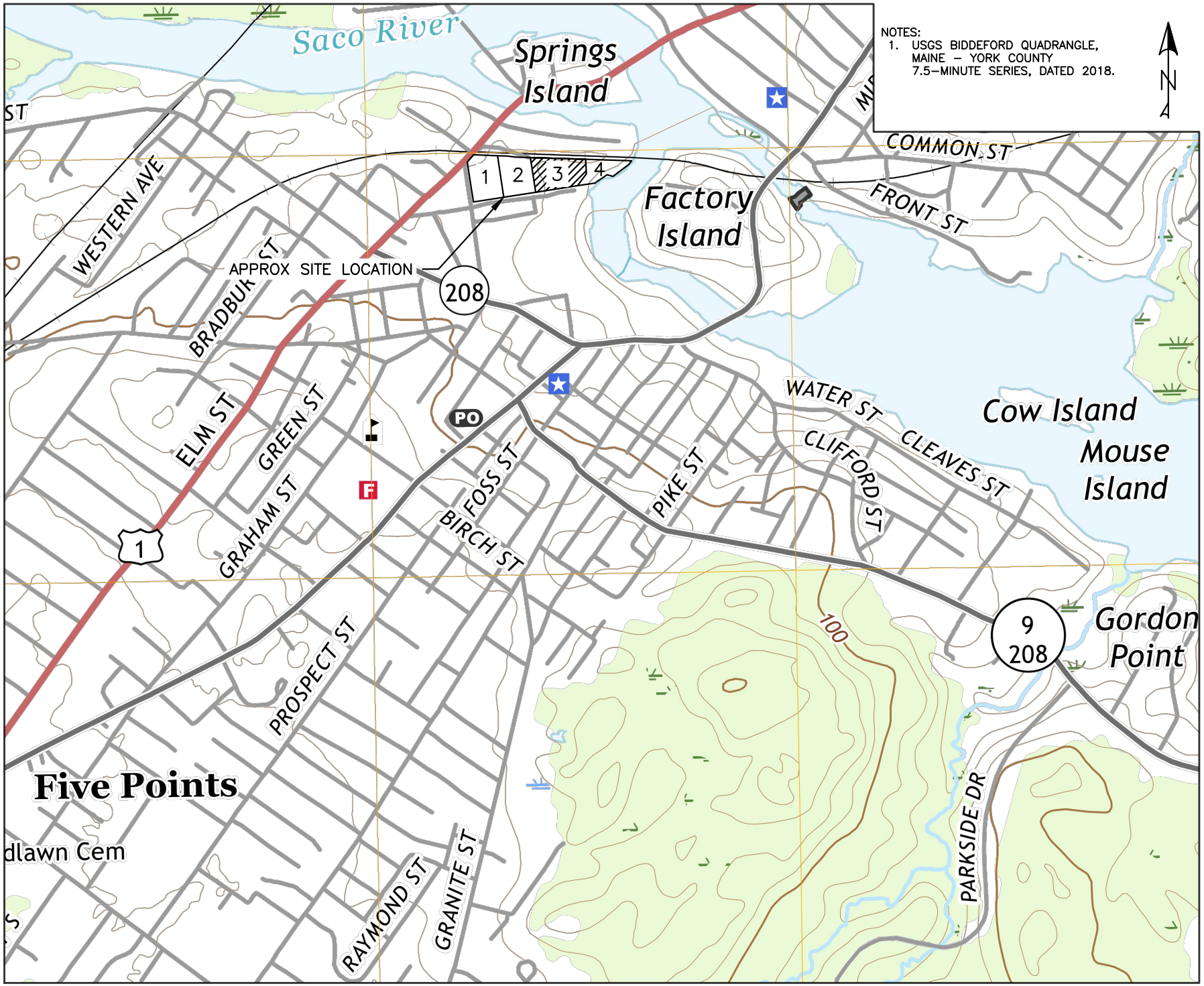
Please refer to Section 14 Erosion and Sediment Control Report & Civil Plan Set Sheet C-03 for information regarding construction.

Anticipated Construction Start date: Summer 2026
Anticipated Construction End date: Fall 2027

D. Drawings

All appropriate site drawings are attached. Individual plans are listed below.

Sheet Number	Sheet Title
C-01	COVER SHEET & LEGEND
C-02	GENERAL NOTES
EX	EXISTING CONDITIONS SURVEY – BY OWEN HASKELL, INC.
C-03	CONSTRUCTION MANAGEMENT & REMOVALS PLAN
C-10	SITE PLAN
C-20	UTILITY PLAN
C-30	GRADING & DRAINAGE PLAN
C-40	SITE DETAILS – 1
C-41	SITE DETAILS – 2
C-42	UTILITY DETAILS – 1
C-43	UTILITY DETAILS – 2
C-44	UTILITY DETAILS – 3
C-45	PUMP STATION DETAILS
C-46	DRAINAGE DETAILS – 1
C-47	DRAINAGE DETAILS – 2
C-48	EROSION & SEDIMENTATION CONTROL NOTES
C-49	EROSION & SEDIMENTATION CONTROL DETAILS



NOTES:
1. USGS BIDDEFORD QUADRANGLE, MAINE – YORK COUNTY 7.5–MINUTE SERIES, DATED 2018.

N

ISSUED FOR	BY	DATE

DRAWING NAME: VICINITY MAP

PROJECT NAME: PEARL STREET REDEVELOPMENT BIDDEFORD

CLIENT: 3 LINCOLN, LLC

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372 PORTLAND, MAINE 04104 (207) 775–2655

FILE:	1124 CIVIL
DATE:	10/12/2022
JN:	1124
SCALE:	1" : 1000'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.
VICINITY

Section 2

Right, Title, or Interest

Section 2: Right Title Interest

Please see attached for the Master Plan Development Agreement between 3 Lincoln, LLC and the City of Biddeford.

Master Plan Development Agreement

This Master Plan Development Agreement (this "Agreement") dated November 17, 2020 ("Effective Date"), is executed between 3 Lincoln, LLC, a Maine limited liability company (the "Developer"), having an address at P.O. Box 7486, Portland, Maine 04112 and the City of Biddeford, Maine, a Maine municipal corporation and body politic with offices at 205 Main Street, Biddeford, Maine (the "City"). The Developer and the City are collectively referred to as the "Parties."

RECITALS

WHEREAS, the City owns the parcel of land in Biddeford, Maine commonly known as the "MERC" site located at 3 Lincoln Street, a plan of which is attached hereto as Exhibit A and a legal description of which is attached as Exhibit B (the "Site"). The Site is an irregularly shaped parcel containing approximately 8.4 acres of land bound to the west by Lincoln Street, the east by the Saco River, to the north by the Boston & Maine Railroad, Gooch Street, and to the south by Pearl Street and several commercial/industrial buildings.

WHEREAS, the City, working with a team established by the City Council, developed the 3 Lincoln Street Redevelopment Market and Feasibility Study in conjunction with Camoin Associates (the "Camoin Study"), to establish a blueprint for the redevelopment of the Site (the "Project").

WHEREAS, the City has selected the Developer to serve as the master developer for the Project.

WHEREAS, the goals of the Project are to develop up to 400,000 square feet of new, mixed use commercial space, create between 800 and 1,800 new jobs, and increase the City's base property value by up to $63,000,000.

WHEREAS, the Project is expected to become an anchor within the City's so-called "Mill District," with the goal that the Project will support activities in the existing surrounding buildings, the RiverWalk and its amenities, and associated business development in the surrounding area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I
GENERAL TERMS & COMMITMENTS

1.1 Purpose. This Agreement sets forth the major terms and conditions under which the Parties intend to pursue the Project. The Parties recognize that, as the Project progresses, further definitions and agreements expanding the terms of this Agreement may be warranted and/or necessitated. The Parties have sought in this Agreement to (i) provide a sufficient degree of definition to facilitate planning, design and implementation within a broad scope and (ii) make certain commitments that are necessary to achieve the successful realization of the Project.

1.2 Description of the Project. The Project consists of the planning, permitting, and development of the Site, including coordination of the development by the City of a municipal parking garage (the "Municipal Parking Garage") on the portion of the Site shown on Exhibit A as the site for those improvements ("Garage Site") and the development of buildings adjacent to the Municipal Parking Garage generally located on the east and west sides of that structure on the development sites shown on Exhibit A (collectively the "Development Sites") as commercial, residential, academic, hospitality, retail or other uses (collectively the "Adjacent Buildings"). The Parties shall progress through each stage of the Project, consistent with Section 1.3 below, giving due consideration to Site conditions, financial feasibility, and other commercially reasonable development considerations. The Parties expressly acknowledge the need to provide reasonable flexibility to the Developer to enable the Developer to respond to changing market conditions and intend that the scope of the Project be interpreted and adjusted by the City and the Developer in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Site. Without limitation of the foregoing, as of the date of the Agreement, the Project and its various elements are envisioned to be generally consistent with the Camoin Study. In the course of modifying and refining these initial plans throughout the development process, the Developer will seek to incorporate a mixture of residential, retail, office, hospitality, education and service uses with the adjacent Municipal Parking Garage, park area, street system, the RiverWalk and other amenities intended to foster the creation of an economically vibrant, urban style mixed use destination, generally as contemplated by the Camoin Study and in accordance with the principles enumerated in Section 3.1 of this Agreement.

1.3 Project Schedule. The Project shall proceed in accordance with the following schedule (the "Project Development Schedule"):

As of the Effective Date, the City shall deliver to Developer a garage concept plan deemed suitable by the Developer (as set forth in Section 3.2 below) including, without limitation, all four elevations, a section plan, parking space count, structural plan, and other AIA standard elements ("Garage Concept Plan") (the date of delivery referred to as the "Start Date").

1.3.2 Within three (3) months following the Start Date, the Developer shall prepare (or have prepared) and present to the City a concept plan for the development of each of the Development Sites (the "Preliminary Concept Plan"). In the event that the City determines that the Preliminary Concept Plan is not suitable, and the City and the Developer are unable to

agree to revisions to the Preliminary Concept Plan that make such plan suitable to the City, the City shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.2, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.3 Within the six (6) month period following written notice of acceptance of the Preliminary Concept Plan by the City, the Parties shall agree to a financial plan and, utilizing design plans associated with the Municipal Parking Garage, shall work together to create concept plans depicting the layout and design of the Development Sites and the Site as a whole, including site design concepts, internal layout, and building use scenarios (the "Site Concept Plans"). The Site Concepts Plans also shall set forth a timetable by which Developer shall complete the improvements described in the Site Concept Plans with agreed upon financial penalties if such timetables are not reasonably accomplished. In the event that the City or the Developer determines that the proposed Site Concept Plans are not suitable, and the City and the Developer are unable to agree to revisions to the Site Concept Plans that make such plans suitable to the City or the Developer, the City or Developer shall be permitted to terminate this Agreement in accordance with Article VI; provided, that in the event that the City terminates this Agreement pursuant to this Section 1.3.3, the City shall reimburse the Developer for all costs and expenses incurred prior to the date of termination, plus twenty percent (20%) to partially compensate the Developer for its time and effort.

1.3.4 During the six (6) month period following the approval by the City and Developer of the Site Concept Plans, each of the City and the Developer shall use commercially reasonable efforts to obtain all federal, state and municipal permits and approvals ("Governmental Approvals") necessary to proceed with the development and improvements described in the Site Concept Plans. The City shall have primary responsibility for the Governmental Approvals required for the Municipal Parking Garage and related improvements and the Developer shall have primary responsibility for the Governmental Approvals required for the buildings and related improvements to be located on the Development Sites; provided that the Parties acknowledge that as an integrated master development the Governmental Approvals are likely to be highly integrated and interdependent, and therefore agree to work cooperatively and on a coordinated basis to obtain the Governmental Approvals.

1.3.5 Throughout the period specified in Sections 1.3.2-1.3.4 above, the Parties shall work together to identify candidates as potential tenants, joint venture participants, co-developers, or other users for the Development Sites.

1.3.6 The milestone dates set forth in Sections 1.3.2, 1.3.3 and 1.3.4 shall be extended in the event the Municipal Parking Garage has not achieved the same milestone as specified in each Section for the Project. The extension of the applicable milestone shall be coterminous with the date the Municipal Parking Garage achieves its corresponding milestone, in order to assure that the pace of development of the Project does not proceed at a substantially

more rapid rate than the development of the Municipal Parking Garage, which is an critical element in the Developer's ability to successfully develop the Project.

1.4 Exclusive Development. The Parties shall work exclusively with each other, in good faith, to develop the Project. This Agreement shall not extend to any other activities, transactions or relationships other than with respect to the Project and the transactions contemplated by this Agreement. Nothing in this Agreement shall preclude or restrict either Party from conducting its business as it determines in its sole and absolute discretion other than in connection with the Project, and neither Party shall have any rights or obligations in and to the other Party's independent ventures or the income or profits derived therefrom, including any ventures located proximate to the site.

1.5 Personnel and Resources. Each Party shall make available, at all reasonable times and location, the personnel and resources reasonably necessary to complete such Party's responsibilities with respect to the development of the Project.

1.6 Manner of Development. The Parties acknowledge and agree that the development of the Adjacent Buildings may be undertaken by the Developer through whatever means or transaction structure the Developer determines appropriate, including through direct ownership and development by Developer, leasing or re-sale to third parties, co-development with joint venture partners, subdivision and sale for development of all or portions of the Development Sites or Adjacent Buildings, declaration of one or more condominiums or through use of any other means or transaction structures as Developer determines appropriate, with the overall goal of developing the Development Sites on the basis described herein (the foregoing being referred to herein as "Development Relationships"). Developer agrees that in the event the development of the Adjacent Buildings is undertaken by anyone other than Developer or its related entities, Developer shall first obtain the written consent of the City to the involvement of any third party individuals or entities, which consent shall not be unreasonably withheld.

ARTICLE II
PURCHASE OPTION

2.1 Purchase Option. The City hereby grants to the Developer an exclusive option (the "Option") to purchase either or both of the Development Sites, including all rights, privileges, easements and appurtenances thereto existing or as necessary or convenient for the construction, development and operation of the Adjacent Buildings and other improvements identified and defined in the Site Concept Plans, but specifically excluding the cell tower site (the "Subject Property"). This Option applies to the Subject Property both in its current state and in the event it is further developed. The Subject Property shall be conveyed together with all improvements thereon, all easements and rights of way relating thereto, all appurtenances thereto, as well as any common element interests therein, and subject to the terms and conditions set forth in this Agreement.

2.2 Terms of the Option. The Option granted hereby shall have the following terms and conditions:

2.2.1 Term: The Option shall have a term beginning on the Effective Date and expiring eighteen (18) months following receipt of all Governmental Approvals pursuant to Section 1.3.5 hereof, unless the same shall sooner be exercised or terminated in accordance with the terms hereof ("Option Term").

2.2.2 Purchase Price: The total purchase price for the Subject Properties if they are purchased together shall be One Million Two Hundred Thousand Dollars ($1,200,000) (the "Purchase Price").

2.2.3 Exercise of Option: Upon satisfaction of the Condition of Exercise described in Section 2.2.4 below, the Option may be exercised by the Developer by the transmittal of a signed written notice of the Developer's exercise of the Option ("Notice of Exercise"), and specifying the date, time and place for closing on the purchase of the Subject Property, which shall not be later than ninety (90) days following the date of the Notice of Exercise ("Closing Date"). The Developer shall have the right to exercise the Option with respect to either or both Subject Properties, and if exercised for one of the Subject Properties the Option shall continue in force for the other Subject Property for the remainder of the Option Term. If the Developer exercises the Option separately, the purchase price for the first property shall be Seven Hundred Thousand Dollars ($700,000) and the purchase price for the second property shall be Seven Hundred Thousand Dollars ($700,000) for a combined purchase price of One Million Four Hundred Thousand Dollars ($1,400,000).

2.2.4 Condition of Exercise: It shall be a condition of exercise of the Option that the Site Concept Plans shall have been completed pursuant to Section 1.3.3 above.

2.2.5 Closing: The closing of the purchase of each Subject Property hereunder shall be conducted in accordance with the following provisions:

(a) The City shall sell, assign, convey, transfer and deliver title to the Subject Property together with all easements, licenses, rights of way and appurtenant rights reasonably required in order to develop the Subject Property in accordance with the Site Concept Plan, and together therewith all surveys, plans, specifications, title commitments or policies and other records, files or information related to the development of the Subject Property in accordance with the Site Concept Plan, free and clear of any liens, encumbrances or restrictions of any nature, except for the Permitted Real Property Liens. "Permitted Real Property Liens" means: (i) real property taxes for the current tax year that are not due and payable as of the Closing date, (ii) any liens, encumbrances or other title exception or nonconformity accepted by, or not expressly objected to in writing by, the Developer at or before Closing, and (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations.

(b) The Developer shall pay the Purchase Price by wire transfer to an account specified by the City, as increased or decreased by applicable prorations and adjustments, including (i) all real and personal property taxes and similar ad valorem obligations levied with respect to the Subject Property for a taxable period that includes (but does not end on) the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, (ii) any and all other income and expenses items that relate to the Subject Property that are incurred during a period beginning before the Closing Date and ending after the Closing Date, including but not limited to (i) water, sewer, electricity, gas, oil, telephone and other utility expenses, and (ii) payments under any contracts or agreements related to the Subject Property that Developer agrees to accept an assignment (collectively, the "Prorations"). The Prorations shall be apportioned as of the Closing Date such that the City shall be liable for that portion of such Prorations relating to, or arising in respect of, periods through and including the Closing Date and Developer shall be liable for (and shall reimburse the City to the extent City shall have paid) that portion of such expense items relating to, or arising in respect to, periods after the Closing Date.

2.3 Memorandum of Option. The Parties agree that upon request of either Party, a Memorandum of Option incorporating the terms hereof may be filed in the York County Registry of Deeds in lieu of the filing of the whole of this Agreement.

ARTICLE III
RESPONSIBILITIES OF PARTIES

The Developer and the City have agreed to implement the vision and objectives embodied in the Camoin Study by agreeing to complete the responsibilities of each Party enumerated in this Agreement. The Parties acknowledge that this is a joint public and private enterprise in which the Parties will work closely together to further the completion of the Project. The following responsibilities are hereby assigned to the Parties:

3.1 Developer Responsibilities. The Developer shall use commercially reasonable efforts to:

3.1.1 Perform its obligations pursuant to Article I hereof.

3.1.2 Design, develop and construct the Adjacent Buildings in accordance with the Site Concept Plans, or arrange for their design, development and construction through one or more Development Relationships. The Parties agree that the development of the Adjacent Buildings may be phased.

3.1.3 In designing and developing the Adjacent Buildings, the Developer shall consider the following factors:

a. Site use plans that incorporate urban mixed use principles;

b. Transit and pedestrian orientation with existing or future facilities in the Mill District;

c. Connection to surrounding properties, including cross track connections to the Saco-Lowell Building, potential use of buildings and building sites on Elm Street and the potentially re-aligned Lincoln and Pearl Streets; and

d. Coordination with mill owners in the Mill District, particularly as it relates to energy self-sufficiency.

3.2 City Responsibilities. Perform its obligations pursuant to Article I hereof.

3.2.2 The City shall continue to move forward with and make progress on the development of the Municipal Parking Garage and shall use best efforts to keep the Developer apprised of all design plans and changes. The Developer's responsibilities under this Agreement shall be conditional upon the Developer's deeming suitable the Garage Concept Plan, which shall include the Developer having sufficient time and opportunity to review the Garage Concept Plan and to exercise the Developer's judgment, at its sole discretion, regarding the suitability of such Garage Concept Plan. In the event that the Developer determines that the Garage Concept Plan is not suitable, and the City and the Developer are unable to agree to revisions to the Garage Concept Plan that make such plan suitable to the Developer, the Developer shall be permitted to terminate this Agreement with no further obligation and without penalty, as specified in Article VI.

3.2.3 The City shall continue to move forward on the planning, design and construction of the next phase of the RiverWalk.

3.2.4 The City shall pursue the planning and design of smart infrastructure for the benefit of 3 Lincoln Street and downtown Biddeford, including without limitation, gigabit internet service, wireless broadband mesh network, LED lighting, video and sensor technology, and the software required to store, analyze and secure data transmitted through this smart infrastructure.

3.2.5 The City and Maine Energy Recovery Company, LP, the former owner of the Site, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the Site resulting in a Maine Department of Environmental Protection Certification of Completion of a Voluntary Response Action Plan. The Certification of Completion is recorded in the York County Registry of Deeds in Book 17072, Page 169. Developer recognizes and agrees that the Certification of Completion and the Declaration of Environmental Covenant recorded in the York County Registry of Deeds in Book 17098, Page 898 imposes certain covenants, conditions and restrictions on the Site that are binding upon Developer and its successors and assigns. Developer agrees that the Certification of Completion is satisfactory evidence that all required environmental remediation on the Site was completed as of the date of the Certification of Remediation and that the City's obligations to complete any additional environmental remediation at the Site required in order to allow for the development of the Site contemplated hereby, including the financing of such development with financial institutions, is limited to environmental conditions occurring after the date of the Certification of

Completion. In the event that any such remediation is necessary, the City will provide to Developer, on or before the Closing Date for each Subject Property, evidence of the required remediation in form reasonably acceptable to Developer and any financial institutions financing the Municipal Parking Garage and Adjacent Buildings, including the environmental clearances listed on Exhibit C hereto.

3.2.6 The City shall provide the Developer with all environmental site assessments (phase 1 and 2 together with any additional test results), geotech studies, the results from test borings, soil samples, monitoring wells, and all other background information in the City's possession, or under its control, pertaining to the Site.

3.2.7 The City will assist the Developer in any local or state reviews necessary for the development of the Site.

3.2.8 The City shall exercise best efforts to assure that the Developer is not required to bear the cost of all offsite improvements necessary to support the contemplated development of the Project, including any costs necessary to ensure that utilities adequate to support the contemplated development are delivered to the Subject Property.

3.2.9 The City will work with the Developer to identify a full range of financial, tax, and development incentives for the redevelopment of the Site; provided, that the City's obligations under this Section 3.2.9 are subject to the Developer's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by the Developer shall be treated as confidential information pursuant to this Agreement and as confidential business information to the extent allowed by law and protected as such.

3.2.10 The City shall promptly provide to the Developer all information it has related to potential Development Relationships.

3.3 Joint Party Responsibilities.

3.3.1 Performance: Time is of the essence and a material provision of this Agreement. The Developer and the City shall exercise commercially reasonable efforts to coordinate their development efforts and recognize that meeting the timelines contained herein are, in part, contingent upon the overall success of developing their respective portions of the Projects and market trends. The Parties may agree to mutually extend the timeframes specified herein as appropriate based on overall development progress; provided, however, that if one or more of the Parties does not meet a timeframe specified in this Agreement and the Parties cannot mutually agree upon an extension of such timeframe, such failure to meet the original timeframe shall be treated as an Event of Default, as defined below.

3.3.2 Access to Information: Upon reasonable request, each Party shall provide the other Party with full and complete access to data, documents, and any other information pertinent to the Project in order to permit each Party to perform an adequate due diligence review of matters related to the Project at each stage of development.

3.3.3 Cooperation: In addition to the actions recited herein and contemplated to be performed, executed and delivered by each Party, each Party shall perform, execute and deliver or cause to be performed, executed and delivered hereafter any and all further acts, deeds and assurances as the other Party may reasonably require to consummate or evidence the consummation of the transaction and/or the discharge of the obligations contemplated herein. The City and the Developer shall use reasonable efforts to coordinate the timing and installation/construction of all offsite improvements, if any, required in connection with the development of the Project.

3.3.4 Confidentiality: Neither Party, nor any permitted affiliate, agent or advisor of either Party shall: (a) disclose to any third party any information concerning the Project, the Site, prospective or actual Developer Relationships, the other Party, its affiliates or this Agreement; or (b) use any such information in any manner which may directly or indirectly negatively impact the Project, the other Party, or its affiliates, except that such information may be disclosed by such Party if required by law or, following written notice to the Party whose information is to be disclosed, to any lender or prospective lender or other entity necessary to develop or finance each portion of the Project. This confidentiality requirement shall not restrict the release of information which: (i) is or becomes generally available to the public other than as a result of disclosure by the other Party or its representatives, (ii) was or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its representatives; provided, that, to the receiving Party's knowledge and after due inquiry, such source is not prohibited from disclosing such information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party or its representatives, or (iii) is independently developed by the receiving Party without violating its obligations hereunder. In the event that this Agreement terminates prior to the purchase of the Subject Property by the Developer pursuant to Article 2 herein, then all such data, plans, proposals, and other materials furnished hereunder shall be returned to the Party from whom received, with an appropriate assurance that all copies thereof have been destroyed, except for those materials that were presented to the Developer, the Biddeford City Council or other governing body of the Parties. The obligations established pursuant to this section shall survive any termination of this Agreement and the withdrawal of a Party for a period of three (3) years.

ARTICLE IV
LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their Affiliates, by reason of any of their respective acts or omissions relating to the development, negotiation, design, financing, ownership, construction, operation or maintenance of the Project, or relation to any of their obligations under this Agreement, be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE V
INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its agents, servants, officers, directors, employees and Affiliates from and against any loss, cost, liability, claim, damage, expense (including, without limitation, all out-of-pocket expenses, reasonable attorneys' and paralegal fees, disbursements and costs), penalty or fine incurred in connection with any claim or cause of action arising from or in connection with any claim or cause of action arising from or in connection with the Project or this Agreement to the extent caused by the negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its Affiliates.

The City's duty to indemnify shall not waive any defense, immunity or limitations of liability, which may be available to the City, its officers, agents, or employees, under the Maine Tort Claims Act, 14 M.R.S. §8101, et seq., or any other privileges or immunities as may be provided by law.

The Developer shall maintain commercial general liability insurance with coverage for personal injury liability and/or property damage liability with minimum limits of not less than $1,000,000 per occurrence, and shall name the City as an additional insured on such policies.

ARTICLE VI
DEFAULT AND REMEDIES

6.1 Events of Default. The following shall each constitute an event of default under this Agreement (each, an "Event of Default"),

6.1.1 The Developer's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.2 The City's failure to observe or perform any covenant, agreement, or obligation of the Developer set forth in this Agreement, whether or not specifically identified in this Agreement as an Event of Default.

6.1.3 The filing by the Developer of any petition or the initiation of any proceedings under the United States Bankruptcy Code or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, by the Developer; or any involuntary petition in bankruptcy is filed against the Developer and the same is not stayed or discharged within sixty (60) days from such filing; or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against the Developer, or a receiver of the business or of the property or assets

of the Developer, is appointed by any court, except a receiver appointed at the insistence or request of the City; or the Developer makes any assignment for the benefit of its creditors;

6.2 Opportunity to Cure. If an Event of Default occurs, the non-breaching Party shall give the breaching Party written notice of the Event of Default and an opportunity to cure of not less than thirty (30) days, and if the default is, of its nature, not curable within 30 days, then a reasonable period to effect a cure given the nature of the default.

6.3 Remedies. In the event that the breaching Party fails to cure an Event of Default within the cure period set forth in Section 6.2, then the non-breaching Party shall be entitled to pursue any and all legal or equitable remedies available to it under the circumstances.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other that:

7.1.1 it is duly qualified to do business and is in good standing in the State of Maine;

7.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement;

7.1.3 the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and

7.1.4 the execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

ARTICLE VIII
FORCE MAJEURE

The timeframes and deadlines for performance of the obligations of the Parties shall be specified herein shall be extended during the period of any force majeure. For the purposes of this Agreement, "force majeure" shall mean and include all factors, circumstances, transactions, occurrences and other actions beyond the direct control of the Party, including without limiting the generality of the foregoing, labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, fires or other casualty, or acts of God that have the effect of rendering practically unavailable materials or labor or other resources necessary to perform the obligation or responsibility in a timely manner.

ARTICLE IX
MISCELLANEOUS

9.1 Right to Require Performance. The failure of either Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

9.2 City Agencies and Regulators. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Such regulatory boards and agencies must perform their responsibilities in accordance with the law governing that performance. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning, land use or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the Project or other action required under this Agreement. Such boards and agencies are not obligated in any way by this Agreement

9.3 Relationship of Parties This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.

9.4 Affiliates. The Developer may form or employ related Affiliates for purposes of participating in the Project. It is expressly recognized that the Developer contemplates use of one or more special purpose entities to develop the Adjacent Buildings.

9.5 Definition of Terms. It is agreed by the Parties hereto that reference in this Agreement to the City and the Developer, and all expressions referring thereto, shall mean the party, person, or persons named above as the City and the Developer, as the case may be, their successors and assigns, or any person, persons, or parties claiming by, through or under them.

9.6 Integration. This Agreement encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of

any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

9.7 No Oral Modifications. This Agreement may not be amended or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except for an affiliated single purpose entity organized by the Developer to construct and operate the Project, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any Party, without the prior written consent of the other Party. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and to the Developer, its affiliate entity organized to construct and operate the Project, and its affiliates.

9.8 Mutual Cooperation and Further Agreements. The Parties acknowledge that the obligations set further herein may be further described in other agreements as agreed to by the Parties. The City and the Developer agree to cooperate in good faith with regard to each and every aspect required for the completion of all operations contemplated by this Agreement. The Parties further agree to negotiate in good faith and to enter such other and further agreements as may be necessary to implement any aspect of design, engineering, construction or facility operation contemplated under this Agreement.

9.9 Expenses. Each Party shall pay all charges and fees in connection with employment of its respective attorneys relating to the negotiation of this Agreement, the Option, and the Definitive Agreement.

9.10 Notice. All notices required to be given to the City or the Developer under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. priority, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

City	City of Biddeford c/o James A. Bennett, (or the then current) City Manager P.O. Box 586 205 Main Street Biddeford, Maine 04005
With a copy to	Keith R. Jacques, Esq. Woodman Edmands Danylik Austin Smith & Jacques, P.A. P.O. Box 468 234 Main Street Biddeford, Maine 04005
Developer	3 Lincoln LLC

c/o James H. Brady, manager
P.O. Box 7486
Portland, ME 04112-7486

With a copy to Christopher E. Howard
Pierce Atwood LLP
254 Commercial Street
Portland, Maine 04101

9.11 Governing Law. This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

9.12 Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

9.13 Survival. All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

9.14 Mediation/Arbitration. The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[*Remainder of page intentionally blank*]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of this 17 day of Nov, 2020.

DEVELOPER:
3 Lincoln, LLC

Witness Jonathan Benoit

By: _____
Its: manager

CITY OF BIDDEFORD

Witness

By: _____
Name: James A. Bennett
Title: City Manager

City of Biddeford, Maine

The Office of
City Manager
James A. Bennett
Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	**BE Fitler LLC**
FROM:	James A. Bennett, City Manager
DATE:	December 19, 2019
RE:	**Clarification to Master Plan Development Agreement**

This memo issued to clarify .section 1.3.6 of the Master Plan Development agreement. That section contemplates that milestone dates within the agreement shall be extended if the parking garage was unable to meet its milestone. This section shall be broadly interpreted to include any delays that might occur that are a result of any infrastructure design, approval or construction required to serve the parking garage, including, but not limited to:

- Pearl Street Road Design and Construction;
- Pearl Street Utilities Design and Construction, including water and sewer improvements; or
- Pearl Street Pedestrian and Landscape design and construction, including direct links to the Riverwalk.

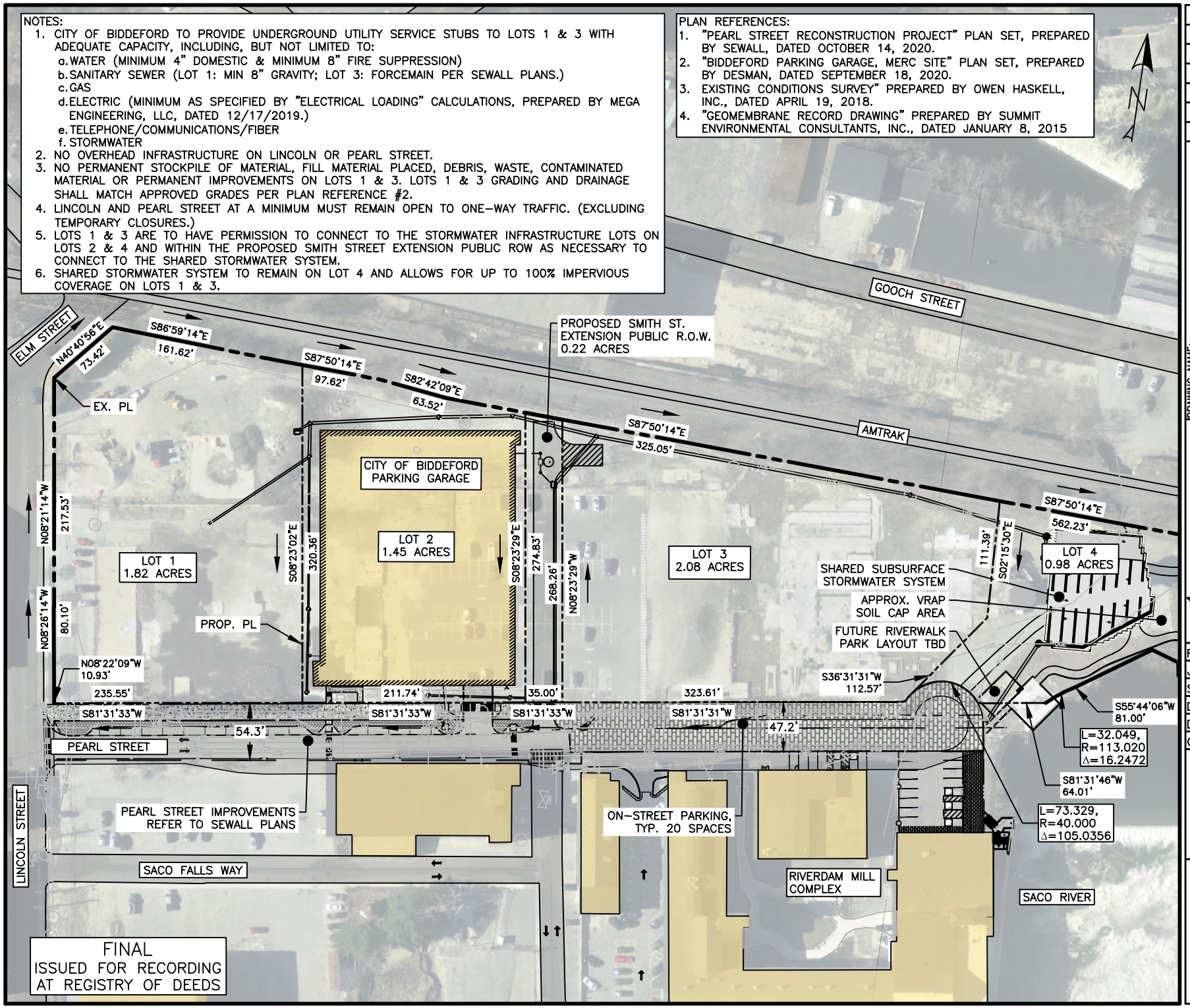
Finally, nothing within the agreement, nor within this memo prohibits the parties to mutually extend any deadline contained within the agreement. Any extension shall be done in writing.

Exhibit A
Site Plan

[insert Site Plan]

NOTES:
1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
   a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
   b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
   c. GAS
   d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
   e. TELEPHONE/COMMUNICATIONS/FIBER
   f. STORMWATER
2. NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
3. NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
4. LINCOLN AND PEARL STREET AT A MINIMUM MUST REMAIN OPEN TO ONE-WAY TRAFFIC. (EXCLUDING TEMPORARY CLOSURES.)
5. LOTS 1 & 3 ARE TO HAVE PERMISSION TO CONNECT TO THE STORMWATER INFRASTRUCTURE LOTS ON LOTS 2 & 4 AND WITHIN THE PROPOSED SMITH STREET EXTENSION PUBLIC ROW AS NECESSARY TO CONNECT TO THE SHARED STORMWATER SYSTEM.
6. SHARED STORMWATER SYSTEM TO REMAIN ON LOT 4 AND ALLOWS FOR UP TO 100% IMPERVIOUS COVERAGE ON LOTS 1 & 3.

PLAN REFERENCES:
1. "PEARL STREET RECONSTRUCTION PROJECT" PLAN SET, PREPARED BY SEWALL, DATED OCTOBER 14, 2020.
2. "BIDDEFORD PARKING GARAGE, MERC SITE" PLAN SET, PREPARED BY DESMAN, DATED SEPTEMBER 18, 2020.
3. EXISTING CONDITIONS SURVEY" PREPARED BY OWEN HASKELL, INC., DATED APRIL 19, 2018.
4. "GEOMEMBRANE RECORD DRAWING" PREPARED BY SUMMIT ENVIRONMENTAL CONSULTANTS, INC., DATED JANUARY 8, 2015



FINAL
ISSUED FOR RECORDING AT REGISTRY OF DEEDS

ISSUED FOR	BY DATE
JDA EXHIBIT	PFH 11/12/20

DRAWING NAME: OVERALL SITE EXHIBIT
PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT
CLIENT: FATHOM/BE FITLER, LLC BIDDEFORD, MAINE

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 120'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

EX-A

ALSO REFER TO EX-A1 & EX-A2

NOTES:
1. CITY OF BIDDEFORD TO PROVIDE UNDERGROUND UTILITY SERVICE STUBS TO LOTS 1 & 3 WITH ADEQUATE CAPACITY, INCLUDING, BUT NOT LIMITED TO:
   a. WATER (MINIMUM 4" DOMESTIC & MINIMUM 8" FIRE SUPPRESSION)
   b. SANITARY SEWER (LOT 1: MIN 8" GRAVITY; LOT 3: FORCEMAIN PER SEWALL PLANS.)
   c. GAS
   d. ELECTRIC (MINIMUM AS SPECIFIED BY "ELECTRICAL LOADING" CALCULATIONS, PREPARED BY MEGA ENGINEERING, LLC, DATED 12/17/2019.)
   e. TELEPHONE/COMMUNICATIONS/FIBER
   f. STORMWATER
2. NO OVERHEAD INFRASTRUCTURE ON LINCOLN OR PEARL STREET.
3. NO PERMANENT STOCKPILE OF MATERIAL, FILL MATERIAL PLACED, DEBRIS, WASTE, CONTAMINATED MATERIAL OR PERMANENT IMPROVEMENTS ON LOTS 1 & 3. LOTS 1 & 3 GRADING AND DRAINAGE SHALL MATCH APPROVED GRADES PER PLAN REFERENCE #2.
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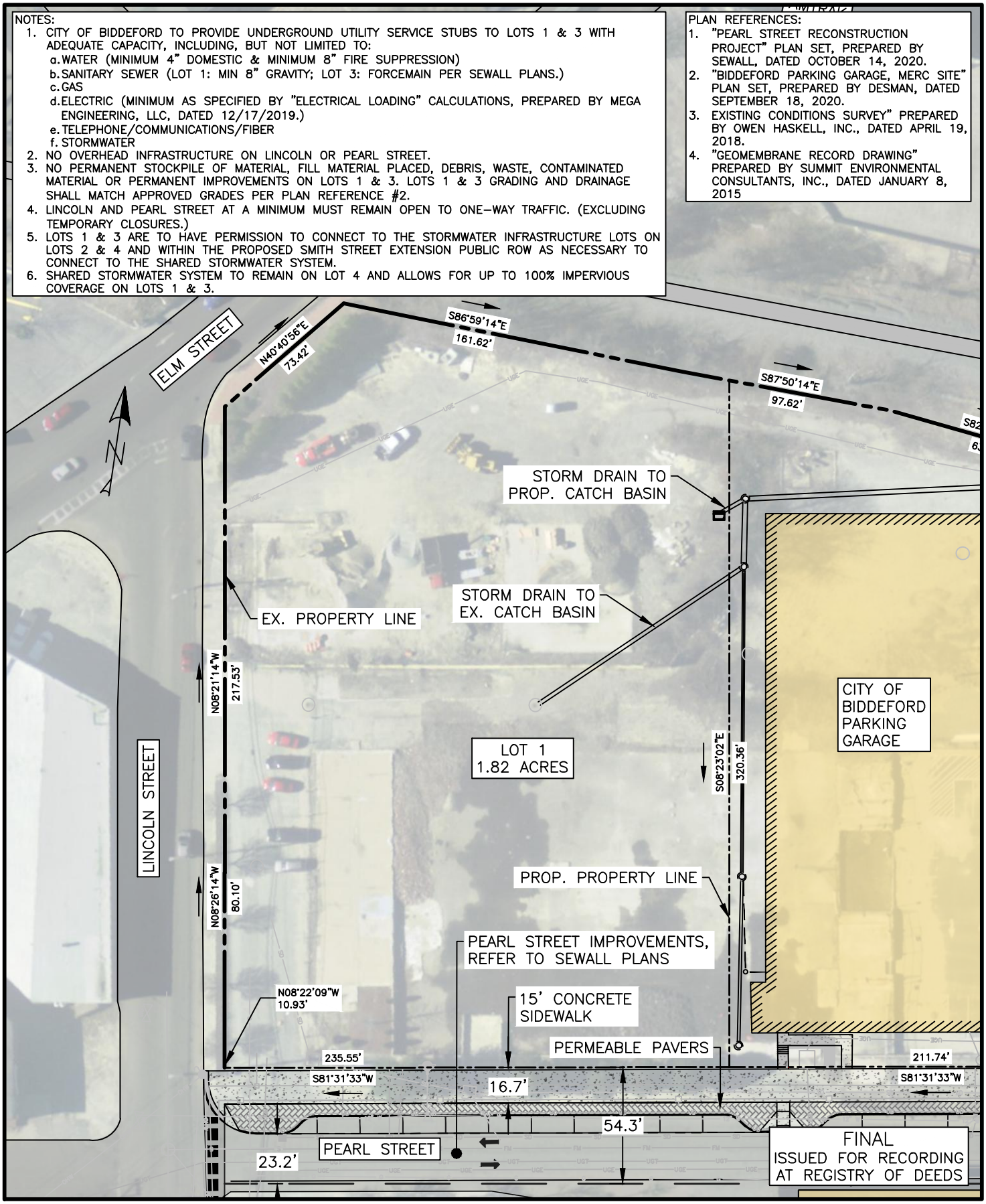

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DRAWING NO.
EX-A1
ALSO REFER TO EX-A & EX-A2

FILE:	1124_CIVIL
DATE:	11/12/20
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

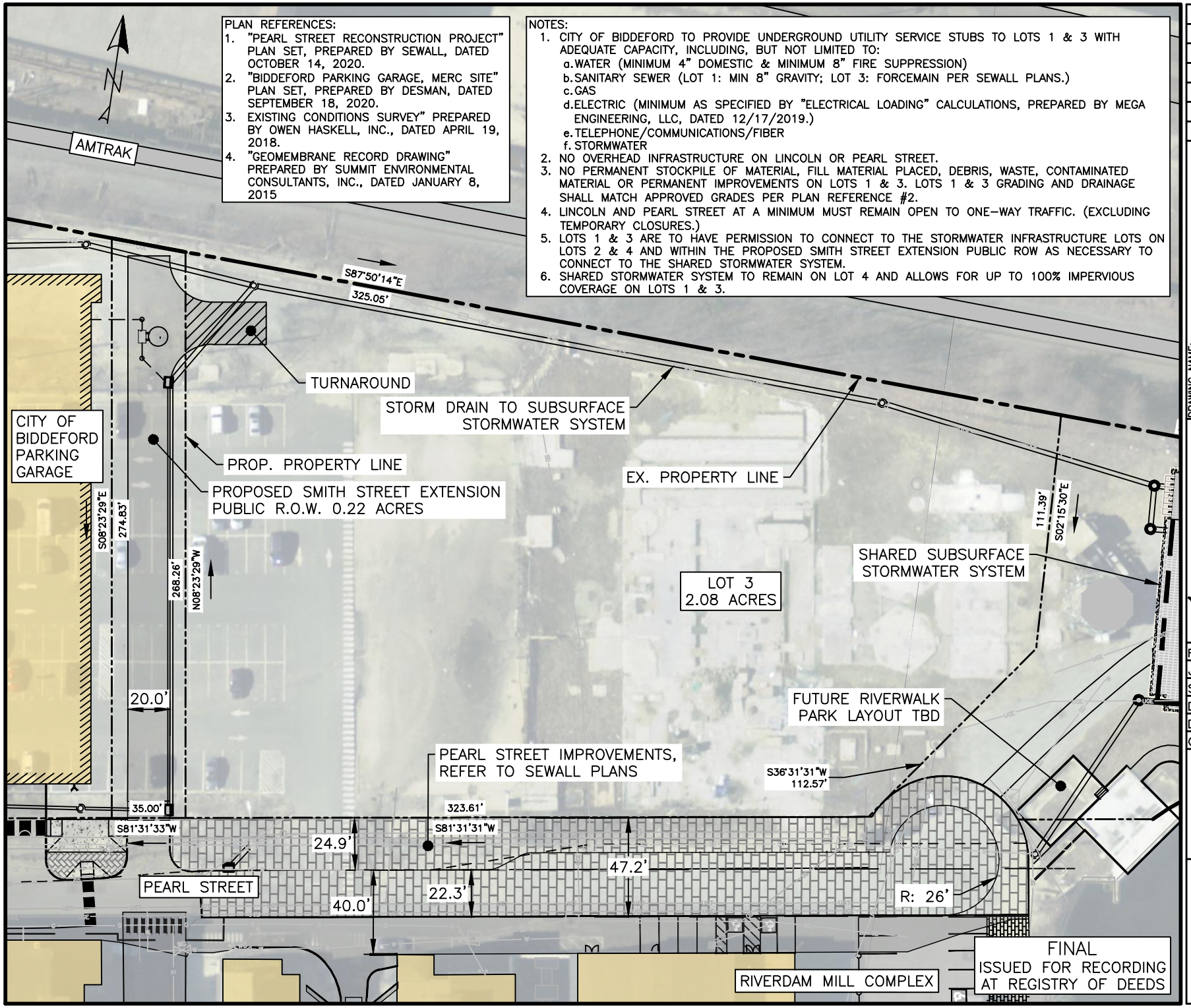
ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
LOT 1 EXHIBIT

PROJECT NAME:
PEARL STREET & MERC REDEVELOPMENT

CLIENT:
FATHOM/BE FITLER, LLC
BIDDEFORD, MAINE

ISSUED FOR	BY	DATE
JDA EXHIBIT	PFH	11/12/20



ISSUED FOR	BY DATE
JDA EXHIBIT	PFH 11/12/20

DRAWING NAME: LOT 3 EXHIBIT

PROJECT NAME: PEARL STREET & MERC REDEVELOPMENT

CLIENT: FATHOM/BE FITLER, LLC BIDDEFORD, MAINE

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. 65 HANOVER ST. PORTLAND, MAINE 04104 (207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	1" = 60'
DESIGN BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

EX-A2

ALSO REFER TO EX-A & EX-A1

Exhibit B
Legal Description

[insert legal description of Site]

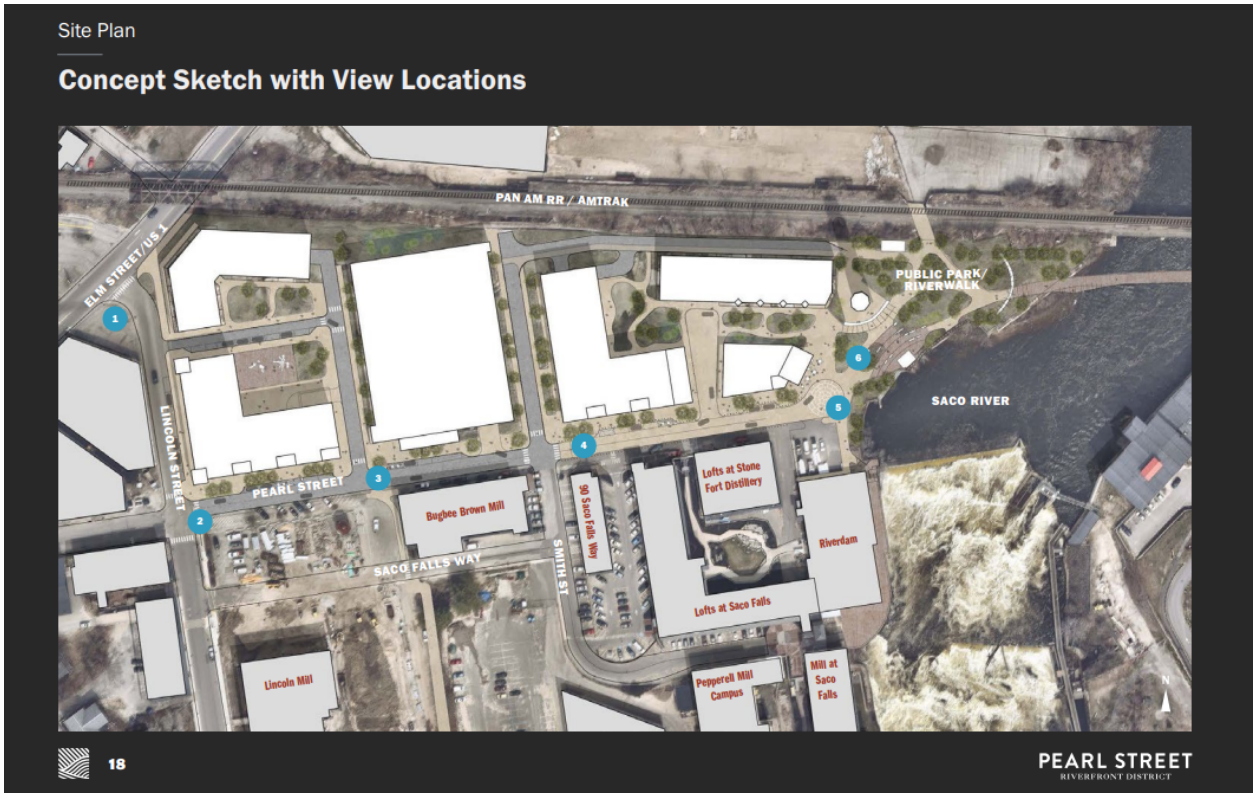
Exhibit C
Environmental Clearances

2021.134 IN BOARD OF CITY COUNCIL..DECEMBER 21, 2021

BE IT ORDERED, that the City Council approves the Preliminary Concept Plan submitted by 3-Lincoln LLC (the Fathom Company and partners) for the redevelopment of the so-called "MERC site" at 3 Lincoln Street, substantially in the form represented in the attached concept plan and consistent with the Master Plan Development Agreement, signed on November 13, 2020 and subject to the following conditions:

1. *The City of Biddeford will coordinate the DEP Shoreland Zoning amendment to allow the density proposed for the Pearl Street Riverfront District. This approval will allow the Site Plan Application for Lot 3 to be submitted and avoid further delays to the permitting process due to the existing amendment.*
2. *The timeline outlined in the Master Plan Development Agreement (Section 1.3 Project Schedule) will not start until the DEP Shoreland Zoning amendment is approved to allow the density proposed for the Pearl Street Riverfront District in the Preliminary Concept Plan and Lot 3 Site Plan Application.*

Preliminary Concept Plan:



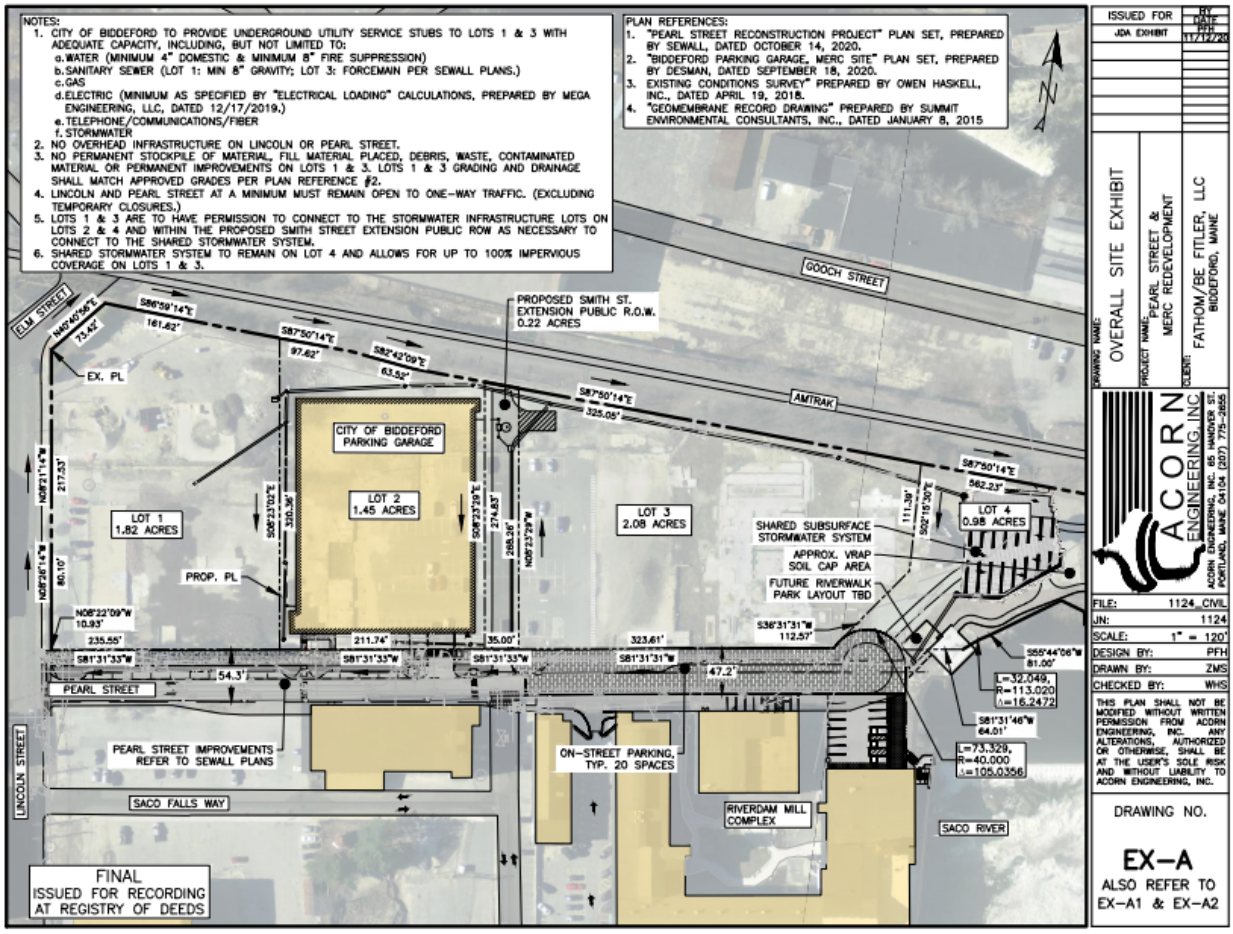
City of Biddeford

Site Plan

Potential Development Program

- **1A** **Building 1A**
  Floorplate 21,000SF; 3-5 stories; 60,000-100,000SF gross
- **1B** **Building 1B**
  Floorplate 14,500SF; 3-5 stories; 43,500-72,500SF gross
- **P** **Public Parking Structure & Transportation Hub**
  Retail, bike parking; 1 story; 1,000-1,500SF gross
- **3A** **Building 3A**
  Floorplate 22,500SF; 3-5 stories; 67,000-112,500SF gross
- **3B** **Building 3B**
  Floorplate 12,500SF; 3-5 stories; 37,000-62,500SF gross
- **3C** **Building 3C**
  Retail/Dining Floorplate 6,500SF; 1-2 stories; 6,500-13,000SF gross

Survey of Property



December 21, 2021

Motion by Councilor Clearwater, seconded by Councilor Lessard to grant the order.
Vote: Unanimous.

Attest by:_____
Carmen J. Morris, City Clerk

Section 3

Financial Capacity

Section 3. Financial Capacity

Please refer to the attached Certificate of Good Standing and letter from the Applicant's bank confirming financial capacity for the project.

Mascoma Bank

October 1 , 2022

To: City of Biddeford, Maine

The purpose of this letter is to express Mascoma Bank's support and interest in providing financing for The Fathom Companies' subsidiary 3 Lincoln, LLC and its Pearl Street Lofts (Lots 3A, 3B & 3C) mixed-use project. It is our understanding the project is for the construction of 85 residential apartment units on Lot 3A, 129 residential apartment units on Lot 3B, and a two-story commercial building on Lot 3C located in downtown of Biddeford, Maine with a maximum project budget of approximately $50 million.

Mascoma Bank has provided financing for a number of Jim Brady's and The Fathom Companies' projects in the State of Maine. All of these projects have been successful in every aspect, and just as important, each project has been a credit to the community. Mascoma has been fortunate to work with many successful builders and developers, but none who are more devoted than Jim and The Fathom Companies to ensuring that their developments provide positive, transformative impacts to the communities where their developments are located. Jim and The Fathom Companies' projects in Southern Maine are exceptional examples of such devotion.

Please know that this letter is an expression of support and interest, and is not a commitment. A commitment would require further review of appropriate information by the Bank.

I hope you find this letter helpful, and if you have any questions, please do not hesitate to contact me.

Sincerely,

Tad S. Atwell
Senior Vice President, Commercial Lending
48 Free Street, Portland, Maine 04101
(207) 613-0142
Tad.Atwell@MascomaBank.com

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Mon Jun 09 2025 09:27:06. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
3 LINCOLN, LLC	20200610DC	LIMITED LIABILITY COMPANY	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
07/31/2019	N/A	MAINE

Other Names **(A=Assumed ; F=Former)**

NONE

Principal Home Office Address

Physical	Mailing
80 EXCHANGE STREET SUITE 400 PORTLAND, ME 04101	80 EXCHANGE STREET SUITE 400 PORTLAND, ME 04101

Clerk/Registered Agent

Physical	Mailing
JAMES BRADY 80 EXCHANGE STREET, SUITE 400 PORTLAND, ME 04101	JAMES BRADY 80 EXCHANGE STREET, SUITE 400 PORTLAND, ME 04101

New Search

Click on a link to obtain additional information.

List of Filings	View list of filings	
Obtain additional information:		
Certificate of Existence (Good Standing) (more info)	Short Form without amendments ($30.00)	Long Form with amendments ($30.00)

Certificate of Legal Existence (more info)	Short Form without amendments ($30.00)	Long Form with amendments ($30.00)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the troubleshooting page.

If you encounter technical difficulties while using these services, please contact the Webmaster. If you are unable to find the information you need through the resources provided on this web site, please contact the Division of Corporations, UCC & Commissions Reporting and Information Section at 207-624-7752 or e-mail.

© Department of the Secretary of State

Section 4

Technical Capacity

Section 4. Technical Capacity

Fathom Development provides planning and development advisory services that put vision, strategy, and budget at the forefront. Through diligent project management and consultation, we maintain a focus on hitting milestones and achieving quality throughout design and construction while always watching the bottom line. We work to serve our clients with clear communication, organized project facilitation, and experience based on design, engineering, and constructability. With proven mixed use, hospitality, and historical rehabilitation experience, our expertise supports the project from planning, to groundbreaking, to opening and beyond. Our development portfolio includes many projects in southern Maine including The Press Hotel, 80 Exchange Street office building, and The Canopy Portland Waterfront Hotel all located in Portland, ME.

Acorn Engineering specializes in providing urban redevelopment, civil/site design, environmental services, municipal consulting, and construction administration. Acorn Engineering, Inc has successfully designed and permitted more than 20 Minor/Major projects in Portland & Biddeford during the past 5-10 years, including the Upper Falls Road Redevelopment, Riverdam, Munjoy Heights, East Bayside Lofts, and The Hiawatha.

Kaplan Thompson Architects combines the practicality of sustainable design with the artistry of architecture to deliver high-quality, low-impact buildings. Their portfolio includes multi-family projects of varying scales with both affordable housing and market rate developers across New England, including Dakota Partners and Avesta Housing. With national recognition for their achievements in high-performance construction and innovative design, Kaplan Thompson's multifamily projects have been the recipients of awards from AIA Maine and AIA New England, PHIUS, and Maine Smart Growth.

Soren DeNiord Design Studio (SDDS) is a professional landscape design firm located in Portland, Maine. Their portfolio includes award winning projects ranging in scale from residential to mixed use, commercial and institutional. As stewards of the environment and our clients' resources, we engage in projects with a commitment to sustainability and the intention of artfully responding to each site's unique challenges.

Section 5

Noise

Section 5. Noise

The proposed project is classified as a development producing a minor noise impact under (4) Other Developments

a. Type, source, and location of noise

   The noise generated by the residential and commercial buildings will be relatively minor for the urban zone. The source of the noise will be produced by vehicles circulating through the site.

b. Uses, zoning and plans

   The land use is described as mixed-use. There are residential and commercial uses within proximity to the site that generate similar noise than is expected from proposed project. Please find attached the zoning map with the subject parcel outlined. Note, the City's GIS map has not been updated to reflect the recently adopted Waterfront Renaissance Shoreland Zoning Overlay, and still shows the previous GD-1 shoreland overlay.

   The development is not anticipated to produce more than 55 db(A) and 67 db(C) of noise between the hours of 7:00 am and 10:00 pm as well as no more than 45 db(A) and 57 db(C) of noise between the hours of 10:00 pm and 7:00 am per the City of Biddeford Municipal Code of Ordinances Article III – Noise. Furthermore, Article III Section 34-56-Exceptions (4) provides an exemption from Article III for construction or demolition activity permitted and duly authorized during daytime hours. Construction is anticipated to occur during daylight hours.

c. Protected locations

   The development is adjacent to the Saco River.

d. Minor nature of impact

   The nature of vehicle circulation and materials handling on site will not produce significant noise levels.

e. Demonstration

   The site is adjacent to the Saco River to the east, Pearl Street with existing commercial and residential uses to the south, an existing parking garage to the west, and the Amtrack railroad to the north. The western property line of the development is approximately 650 feet from Lincoln Street. The noise generated by the vehicle circulation within the site is anticipated to be negligible. The commercial/restaurant and residential uses are not anticipated to generate high noise levels.

   There is a similar mixed-use residential development located directly across Pearl Street from the project site.

Home ▾ Biddeford Online Tax Map - Current

Details Add | Basemap | Save Share Print | Measure Bookmarks

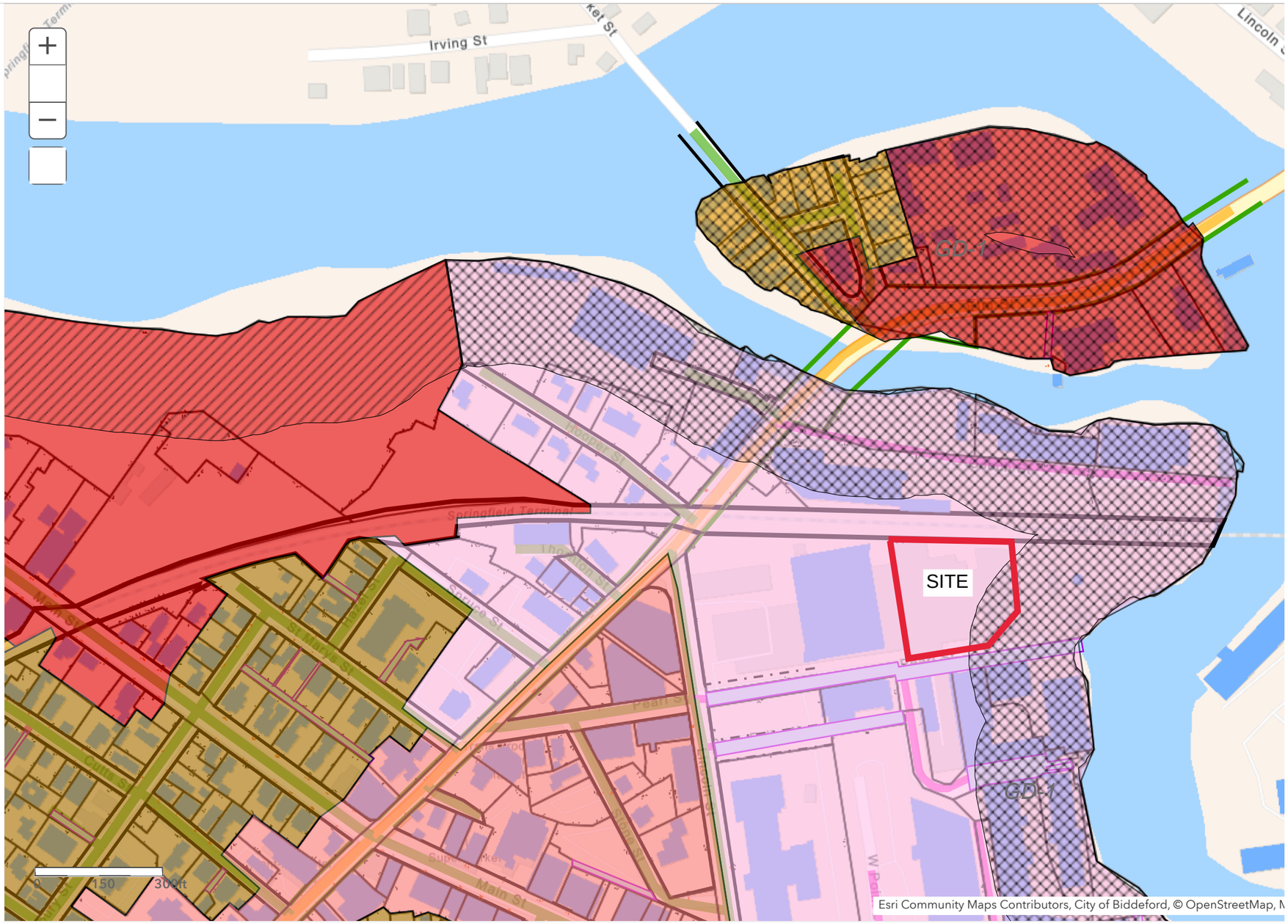
About Content Legend

Legend

General Zoning

- SR1: Suburban Residential
- LRF: Limited Rural Farm
- R1A: Single Family Residential 1A
- R1B: Single Family Residential 1B
- RF: Rural Farm
- MSRD2: Residential Conservation
- R2: Multi-Family
- R3: Mixed Residential
- CR: Coastal Residential
- B1: General Business
- B2: Highway Business
- MSRD1: Commercial Core
- OR: Office Residential
- I1: General Industrial
- I2: Airport Industrial
- I3: Comercial Industrial
- MSRD3: High Density / Mixed Use
- IN: Institutional
- M: Medical
- W1: Mixed Waterfront
- W2: Commercial Waterfront
- W3: Pool Village Waterfront

Help . Trust Center . Legal . Contact Esri . Report Abuse . Contact Us



Section 6

Visual Quality & Scenic Character

6. Visual Quality and Scenic Character

The proposed project is not directly adjacent to the Saco River and as such will not disturb any land within 100' from the Saco River. An application was submitted to the Saco River Corridor Commission (SRCC) and granted approval in February 2023 (Permit #20-469) as part of the original permit approvals and an amendment application to the SRCC will be submitted in the upcoming weeks. The project proposes to redevelop the previous MERC facility site and greatly improve the previous character of the neighborhood.

Section 7

Wildlife & Fisheries

Section 7. Wildlife and Fisheries

See attached letter to Maine Wildlife and Fisheries.

ACORN ENGINEERING, INC.

Mr. John Perry
Maine Department of Inland Fisheries & Wildlife
41 State House Station
Augusta, Maine 04333

December 14th, 2022

Subject: Wildlife and Fisheries
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

Dear Mr. Perry:

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford, Maine.

As part of the Site Location of Development application process, Acorn requests information from your department regarding potential fisheries and wildlife habitat impacts that could result from the proposed redevelopment.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:

EX-1 Vicinity Map
EX-2 Site Plan
EX-3 Survey

JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
353 WATER STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

JUDITH CAMUSO
COMMISSIONER

March 3, 2023

Zachary Stevens
Acorn Engineering, Inc.
PO Box 3372
Portland, ME 04104

RE: Information Request – 3 Lincoln Street Redevelopment Project, Biddeford

Dear Zachary:

Per your request received on January 11, 2023, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *3 Lincoln Street Redevelopment* project in Biddeford. For purposes of this review we are assuming tree clearing will not be part of your project.

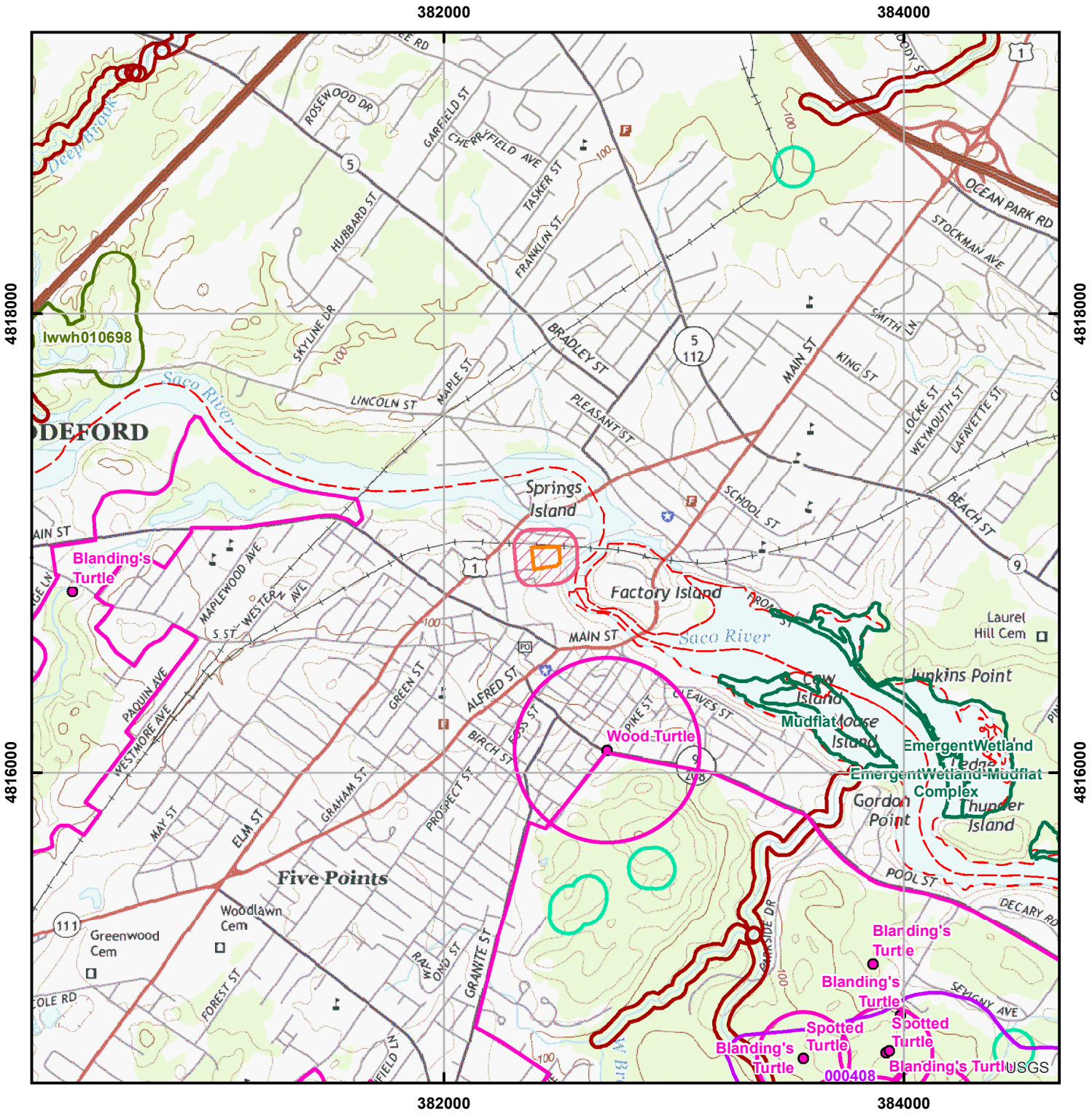
Our information indicates no locations of State-listed Endangered, Threatened, or Special Concern species within the project area that would be affected by your project. Additionally, our Department has not mapped any Essential or Significant Wildlife Habitats or inland fisheries habitats that would be directly affected by your project.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

Becca Settele
Wildlife Biologist



Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: 3 Lincoln Street Redevelopment, Biddeford (Version 1)

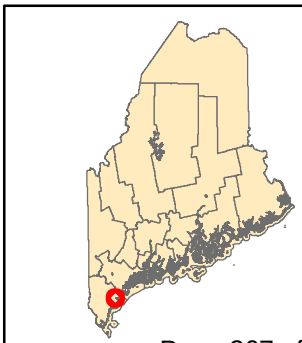
Maine Department of Inland Fisheries and Wildlife

0 0.125 0.25 0.5 0.75 1 Miles

Projection: UTM, NAD83, Zone 19N

Date: 1/11/2023

- ProjectSearchAreas - All Versions
- Maine Cliff and Talus Areas
- Deer Winter Area
- LUPC p-fw
- Cooperative DWAs
- Seabird Nesting Islands
- Shorebird Areas
- Inland Waterfowl and Wading Bird
- 2008 lwwh - Shoreland Zoning
- Tidal Waterfowl and Wading Bird
- Significant Vernal Pools
- Environmental Review Polygons
- Roseate Tern
- Piping Plover and Least Tern
- Aquatic ETSc - 2.5 mi review
- Rare Mussels - 5 mi review
- Maine Heritage Fish Waters
- Arctic Charr Habitat
- Redfin Pickerel and Swamp Darter Habitats - buffer100ft
- Special Concern occupied habitats - 100ft buffer
- Wild Lake Trout Habitats



Section 8

Historic Sites

Section 8. Historic Sites

See attached letter to Maine Historic Preservation Commission and their corresponding response.

ACORN ENGINEERING, INC.

Mr. Kirk F. Mohney
Maine Historic Preservation Commission
55 Capitol Street, State House Station 65
Augusta, Maine 04333

December 14th, 2022

Subject: Presence of Historic Areas
3 Lincoln St*reet (Lot 3) Redevelopment*
Biddeford, Maine

Dear Mr. Mohney:

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests information from your department in regard to the presence of any nearby structure or area with historical, architectural or archeological significance as defined by the National Historic Preservation Act.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:

EX-1 Vicinity Map
EX-2 Site Plan
EX-3 Survey

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

December 21, 2022

Mr. Zachary Stevens
Acorn Engineering
PO Box 3372
Portland, ME 04104

Project: MHPC #2210-22 3 Lincoln St
Proposed Redevelopment

Town: Biddeford, ME

Dear Mr. Stevens:

In response to your recent request, I have reviewed the information received December 14, 2022 to initiate consultation on the above referenced project in accordance with the requirements of the Maine Department of Environmental Protection.

In order to continue our review, please provide elevation drawings and renderings of the proposed new construction.

In addition, a historic archaeological survey is recommended. The proposed project area was part of an active industrial district throughout the 19th century with a number of properties and a canal and early river shore within the project area. Two images attached or the parcel due to the potential presence of two historic homestead sites of Morrill and R. Mosher present in 1857. Please see enclosed map.

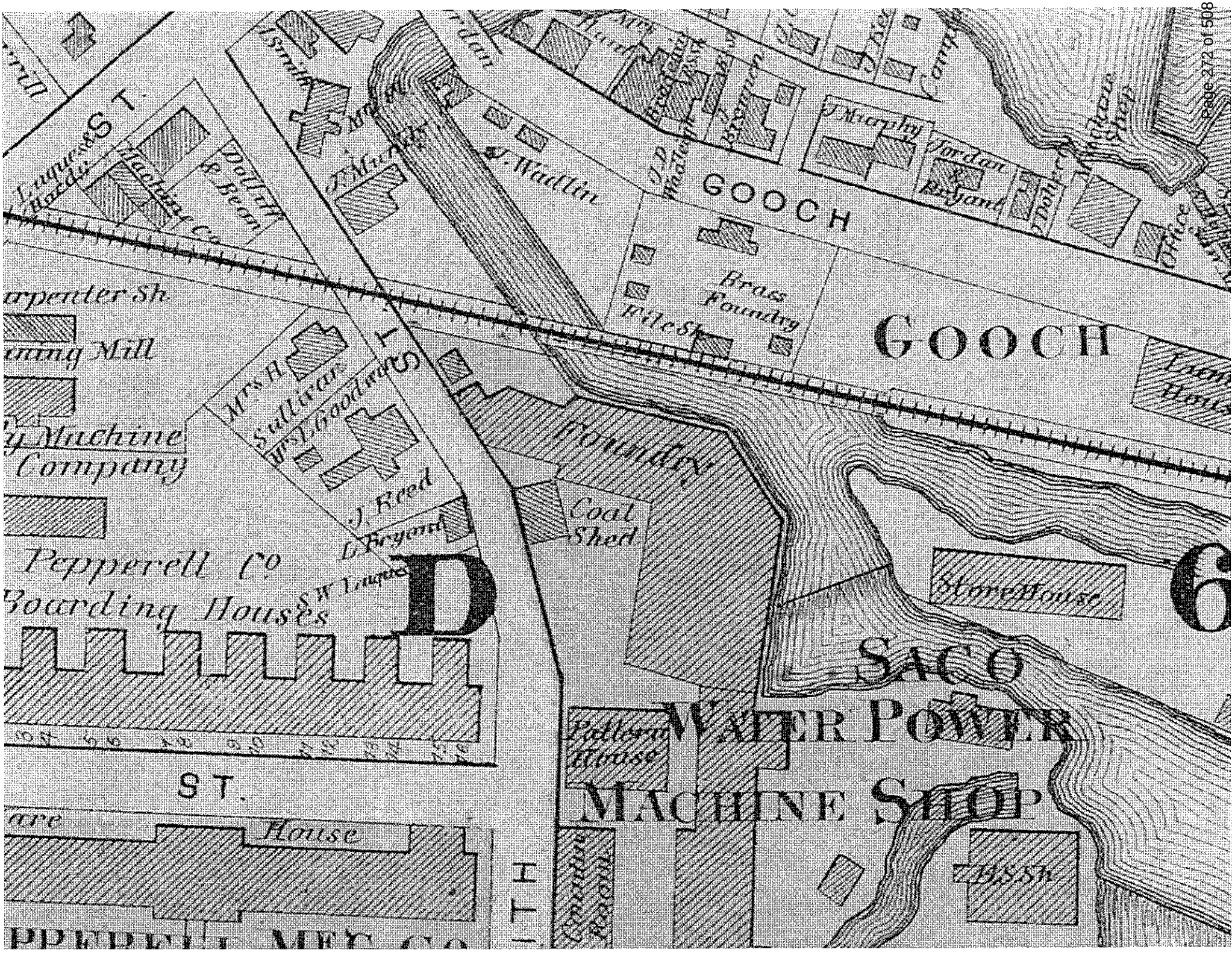
A list of qualified historic archaeologists can be found on our website:
https://www.maine.gov/mhpc/programs/survey/approved-consultants/historic

If you have any questions regarding archaeology, please contact Dr. Leith Smith of this office at Leith.Smith@maine.gov

If you have any questions regarding above ground properties, please contact Megan Rideout of this office at megan.m.rideout@maine.gov.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer


GOOCH
GOOCH
Brass Foundry
Coal Shed
Storehouse
Pattern House
WATER POWER
MACHINE SHOP
Boarding Houses
Pepperell Co
Company
Machine
Mill
ST.
ST.
House
Page 272 of 508

Hemlock Point
Goodspeed Island
Hemlock Point
Goodspeed Island

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

January 25, 2023

Mr. Zachary Stevens
Acorn Engineering
PO Box 3372
Portland, ME 04104

Project: MHPC #2210-22 — 3 Lincoln St
Proposed Redevelopment

Town: Biddeford, ME

Dear Mr. Stevens:

In response to your recent request, I have reviewed the information received January 4, 2023 to initiate consultation on the above referenced project in accordance with the requirements of the Maine Department of Environmental Protection.

In order to continue our review, please provide provide a visual simulation of the view from Pearl Street looking north between the parking garage and building 3A.

In addition, a historic archaeological survey is recommended. The proposed project area was part of an active industrial district throughout the 19th century with a number of properties and a canal and early river shore within the project area. Two images attached or the parcel due to the potential presence of two historic homestead sites of Morrill and R. Mosher present in 1857. Please see enclosed map.

A list of qualified historic archaeologists can be found on our website:
https://www.maine.gov/mhpc/programs/survey/approved-consultants/historic

If you have any questions regarding archaeology, please contact Dr. Leith Smith of this office at Leith.Smith@maine.gov

If you have any questions regarding above ground properties, please contact Megan Rideout of this office at megan.m.rideout@maine.gov.

Sincerely,

Kirk F. Mohney

Kirk F. Mohney
State Historic Preservation Officer

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

March 6, 2023

Mr. Zachary Stevens
Acorn Engineering
PO Box 3372
Portland, ME 04104

Project: MHPC #2210-22 3 Lincoln St
Proposed Redevelopment

Town: Biddeford, ME

Dear Mr. Stevens:

In response to your recent request, I have reviewed the information received February 15, 2023 to continue consultation on the above referenced project in accordance with the requirements of the Maine Department of Environmental Protection.

Based on the information provided, I have concluded that the proposed undertaking will have **no adverse effect** upon historic architectural (above ground) properties, as defined by Section 106.

A historic archaeological survey is still recommended for the proposed project. The proposed project area was part of an active industrial district throughout the 19th century with a number of properties and a canal and early river shore within the project area. Two images attached or the parcel due to the potential presence of two historic homestead sites of Morrill and R. Mosher present in 1857.

A list of qualified historic archaeologists can be found on our website:
https://www.maine.gov/mhpc/programs/survey/approved-consultants/historic

If you have any questions regarding archaeology, please contact Dr. Leith Smith of this office at Leith.Smith@maine.gov

If you have any questions regarding above ground properties, please contact Megan Rideout of this office at megan.m.rideout@maine.gov.

Sincerely,

Kirk F. Mohney

Kirk F. Mohney
State Historic Preservation Officer

Section 9

Unusual Natural Areas

Section 9. Unusual Natural Areas

See attached letter to Maine Natural Areas Program and their corresponding response confirming the proposed project does not disturb rare botanical features.

ATTACHMENT 9-1: MNAP RESPONSE

ACORN ENGINEERING, INC.

Ms. Lisa St. Hilaire
Maine Natural Areas Program
93 State House Station
Augusta, Maine 04333

December 14th, 2022

Subject: Maine Natural Areas
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

Dear Ms. St. Hilaire,

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests confirmation from your department that the proposed redevelopment will not adversely affect any federally listed endangered or threatened species.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:
EX-1 Vicinity Map
EX-2 Site Plan
EX-3 Survey

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

December 15, 2022

Zachary Stevens
Acorn Engineering
PO Box 3372
Portland, ME 04104

Via email: zstevens@acorn-engineering.com

Re: Rare and exemplary botanical features in proximity to: #1124, 3 Lincoln Street Redevelopment (Lot 3), Biddeford, Maine

Dear Mr. Stevens:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received December 14, 2022 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Biddeford, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
90 BLOSSOM LANE, DEERING BUILDING

PHONE: (207) 287-8044
WWW.MAINE.GOV/DACF/MNAP

The Maine Natural Areas Program has instituted a fee structure of $75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for $150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

Lisa St. Hilaire

Lisa St. Hilaire | Information Manager | Maine Natural Areas Program
207-287-8044 | lisa.st.hilaire@maine.gov

Section 10

Buffers

Section 10. Buffers

The existing lot is the former location of the old MERC facility, as such there is minimal vegetation onsite. The project anticipates incorporating trees, shrubs, and groundcover as part of the proposed programming. Please refer to the Landscape Plans prepared by Soren DeNoird for additional information.

Section 11

Soils

Section 11. Soils

The existing redevelopment project consists of approximately 2.08 acres of the existing 3 Lincoln Street parcel in Biddeford. The soils contain primarily urban fill, glacial till, and probable bedrock. Please see the attached geotechnical report including subsurface soil explorations by Summit Geoengineering Services for additional information.

Attachments:

1.) Medium Intensity Web Soil Survey for 3 Lincoln Street (Lot 3) in Biddeford.

2.) Geotechnical Report by Summit Geoengineering Services, Inc.

United States Department of Agriculture

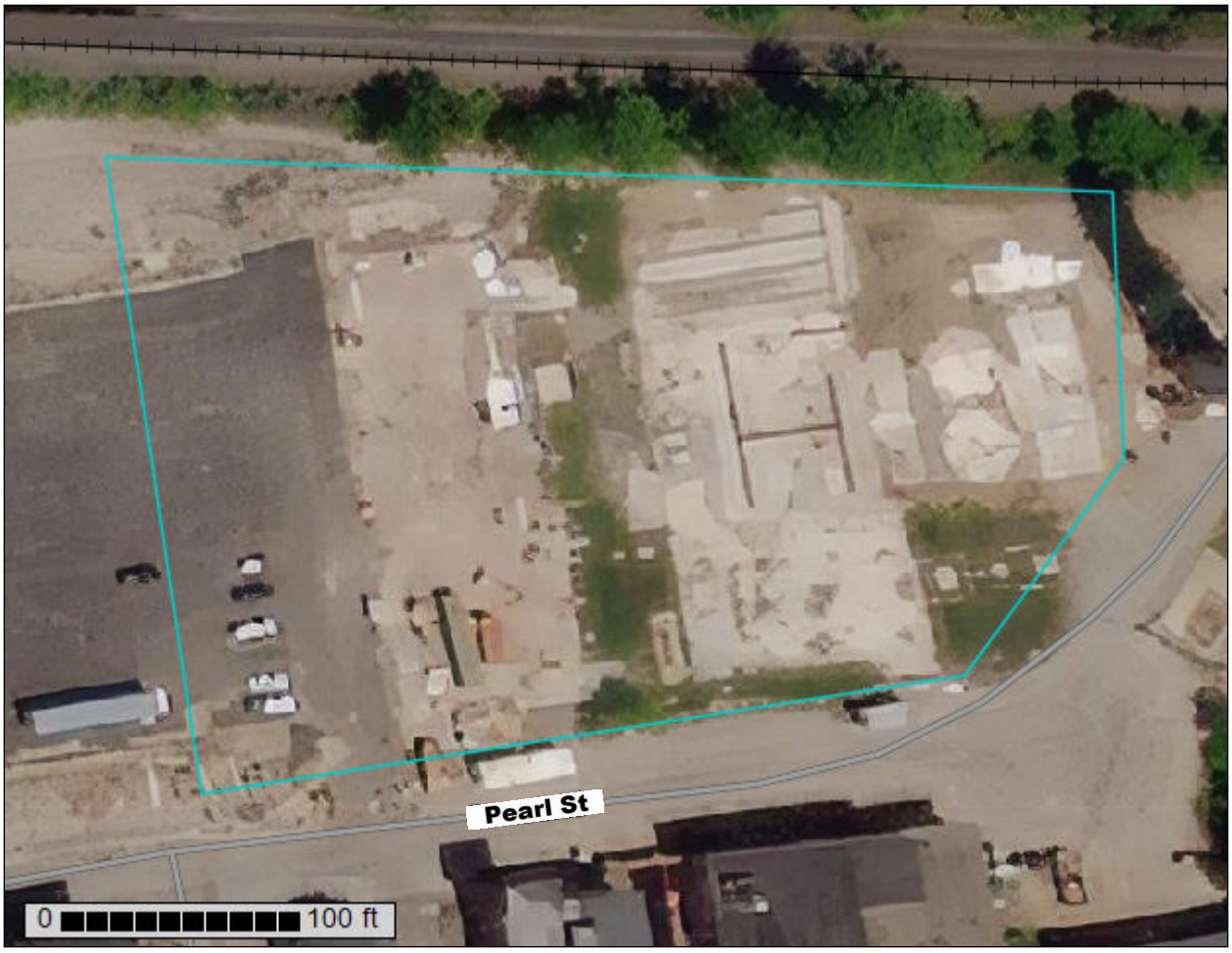
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for York County, Maine

PL



Pearl St

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Soil Map

Map Scale: 1:713 if printed on A landscape (11" x 8.5") sheet.

N

0 10 20 40 60 Meters

0 30 60 120 180 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine
Survey Area Data: Version 19, May 29, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ur	Urban land	2.1	100.0%
Totals for Area of Interest		**2.1**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

York County, Maine

Ur—Urban land

Map Unit Setting

National map unit symbol: 9k6x
Elevation: 10 to 2,200 feet
Mean annual precipitation: 30 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 70 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope, tread
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 6 inches: variable

Properties and qualities

Slope: 0 to 8 percent
Drainage class: Moderately well drained
Depth to water table: About 24 to 72 inches
Available water supply, 0 to 60 inches: Very low (about 0.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Scantic

Percent of map unit: 2 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Sulfihemists

Percent of map unit: 2 percent
Landform: Salt marshes
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf
Down-slope shape: Linear

Across-slope shape: Linear
Hydric soil rating: Yes

Adams

Percent of map unit: 2 percent
Landform: Outwash plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Buxton

Percent of map unit: 2 percent
Landform: Coastal plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Croghan

Percent of map unit: 2 percent
Landform: Outwash plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

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The key to success starts with a solid foundation.
ENGINEERING | EXPLORATION | EXPERIENCE

Geotechnical Report

Proposed Buildings (Lot 3)
Pearl Street, Biddeford, ME

Client

Fathom Companies
80 Exchange Street, Suite 400
Portland, ME 04101

Project #: 22120
Date: 6/14/2022

SUMMIT
GEOENGINEERING SERVICES

210 Maine Avenue, Farmingdale, ME 04344
www.summitgeoeng.com

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June 14, 2022
SGS Project #: 22120

Fathom Companies
80 Exchange Street, Suite 400
Portland, ME 04101
Attn: Robyn Payne, CMIT

Reference: Geotechnical Report – Proposed Buildings (Lot 3)
Pearl Street, Biddeford, ME

Dear Robyn;

Summit Geoengineering Services, Inc. (SGS) has completed a geotechnical investigation for the construction of the proposed buildings at the site referenced above. Our scope of services included the observation of ten test borings, eight probes, laboratory testing, and the preparation of this geotechnical report summarizing our findings and providing geotechnical recommendations.

Our scope of services for this project did not include an environmental site assessment or further investigation for the presence or absence of hazardous or toxic material on, below, or around the site. Any statements in this report, or on the exploration logs, regarding odors or unusual and suspicious conditions observed are for informational purposes and are not intended to constitute an environmental assessment.

1.0 Project Description

The project consists of the construction of three new buildings at Lot 3 at the site referenced above. The proposed conditions for the buildings are as follows:

- Building 3A
  - Approximate footprint area of 18,000 square feet
  - 7-stories; At-grade parking garage (Garage FFE = 57.00 feet)
  - 2 to 6 feet of cut
  - Large terraced area appending structure with cast-in-place and segmental block retaining walls. About 7 feet of fill will be necessary near the frost wall and above the footings to bring the terrace to grade.
- Building 3B
  - Approximate footprint area of 18,100 square feet
  - 7-stories; FFE = 62.00 feet; Lobby FFE = 57.50 feet
  - 0 to 5 feet of fill

- Building 3C
  - Approximate footprint area of 5,800 square feet
  - 1 to 2 stories; FFE = 56.90 feet
  - 0 to 1 foot of cut

A common area with paths, retaining walls, staircases, grassed areas, and access roads will append the new buildings. Retaining walls across the site will have heights ranging from 0.5 feet to 7.5 feet. The existing site is an open lot with a large stockpile of fill soil and a large smokestack to the east. The stockpile will be removed before the construction of the proposed buildings.

Structural loading provided by Thronton Tomasetti in an email dated June 2, 2022 is anticipated to approach a maximum interior column load of 250 kips. The maximum exterior columns are anticipated to be around 100 to 150 kips.

Existing and proposed conditions were referenced from a plan entitled *Grading Plan – Pearl Street Lot 3 Redevelopment Biddeford* by Acorn Engineering, Inc dated June 1, 2022.

2.0 Explorations

Summit Geoengineering Services (SGS) observed the subsurface conditions on May 3, 2022 and May 4, 2022 with the drilling of 10 test borings and 8 probes. The explorations were completed by SGS using a truck mounted AMS PowerProbe 9630 Pro-D drill rig.

The borings were drilled to depths ranging from 2.8 feet (auger refusal, elevation 54.2 feet) to 22 feet (no refusal, elevation 35 feet). The borings were completed using 2 ¼-inch hollow stem augers. Standard Penetration Tests (SPT) were performed in increments of 5 feet. Soils were visually classified (*ASTM D2488*) using SPT split spoon sampling (*ASTM D1586*).

The probes were drilled to depths ranging from 3.1 feet (elevation 53.9 feet) to 18.5 feet (elevation 42.5 feet), all to refusal. The probes were completed using solid stem augers and 2 ¼-inch hollow stem augers. Refusal was determined when the auger would grind on a dense stratum for an extended period. Changes in stratum were noted when ease or lack of ease of auguring occurred.

The exploration locations were determined by SGS and marked out by SGS prior to drilling. An exploration location plan and the exploration logs are included in *Appendix A* and *Appendix B*, respectively.

3.0 Laboratory Testing

A grain size analysis was performed in a composite sample of sand in B-3 and B-4 at a depth of 5 to 7 feet. This test was performed to determine the potential for reuse of this material on-site and to further classify the site soils.

Detailed results of the laboratory testing can be found in *Appendix C*.

4.0 Subsurface Conditions

4.1 Soil

From the explorations, the soil at this site generally consists of the following:

- **Topsoil**
- **Fill**
- **Glacial Marine**
- **Glacial Till**
- **Bedrock**

According to the *Surficial Geology Map* from the Maine Geological Survey, the surficial soil deposit at the site is classified as an artificial fill deposit over bedrock. The findings from the explorations are consistent with the geologic mapping with the addition of layers of glacial till and glacial marine.

The **topsoil** generally consists of dark brown fine sandy silt with trace gravel, clay, and roots. It is generally firm and damp to moist. It is 0.5 feet to 1.5 feet thick and is visually classified as ML, in accordance with the Unified Soil Classification System (USCS). The SPT N-values range from 2 blows per foot (bpf) to 7 bpf and average 4 bpf.

The **fill** generally consists of brown fine-coarse sand with little gravel and trace silt. The fill had occasional layers of sandy silt. Some portions of the fill had trace to little clay and occasional brick, metal, and asphalt pieces. Existing building rubble was encountered in some of the sampling and augering. Strong petroleum odors were encountered in B-5, B-6, and B-10 at depths ranging from 15 feet to 22 feet. The fill is generally very loose to very dense and damp to saturated. It is 3 feet to 21.5 feet thick and is visually classified as either SP, SW, SM, or ML, in accordance with the USCS. The SPT N-values range from 3 bpf to 55 bpf and average 20 bpf.

A 4-foot-thick concrete element was encountered at the surface in B-6. Broken pieces of plastic liners were seen in the auger cuttings for B-9 and B-10.

A grain size analysis was performed on a composite sample from B-3 and B-4 at a depth of 5 feet to 7 feet. The test indicated that the existing fill towards the southern portion of Building 3A consists of 10% gravel, 84% sand, and 6% fines. The sample had a moisture content of 5.9%. It is classified as SP-SM, in accordance with the USCS.

No organics or other undesirable materials were observed in the borings. We recommend SGS be contacted to observe the subgrade conditions across the site to ensure the fill is suitable for construction purposes.

FILL SUMMARY TABLE			
Exploration Location	**Fill Thickness (ft)**	**SPT N-Values**	**Description**
B-1	6.5	36, 7	SAND, trace Clay balls and brick
B-2	9.5	22, 17	SAND
B-3	8.5	24, 14	SAND
B-4	14	28, 35, 17	SAND, trace brick; SILT, little Clay, trace brick
B-5	22	11, 54, 18, 17	4 ft of an existing concrete element; SAND and SILT; Brick and metal piece at 12 ft Strong petroleum odor at 20 ft
B-6	20.5	5, 15, 6, 3	SAND, trace brick; Strong petroleum odor and sheen at 15 ft
B-7	5.5	12	SAND
B-8	2.8	26	SAND, trace brick
B-9	21.5	13, 8, 5, 4, 18	SAND; Re-worked CLAY; Melted rock piece at 11 ft; Plastic liner in auger cuttings at 14 ft; Trace ash at 20 ft
B-10	21	35, 6, 25, 36, 31	SAND, trace asphalt and metal pieces; Plastic liner in auger cuttings at 14 ft; Petroleum odor and sheen from 15 ft to 21 ft

The **glacial marine**, encountered in B-3 at a depth of 10 feet, generally consists of olive silty clay with little fine sand. It is generally firm and moist. It is 4.5 feet thick and is visually classified as CL, in accordance with the USCS. The SPT N-value is 7 bpf.

The **glacial till** generally consists of brown silty fine-medium sand with little clay and gravel and occasional cobbles and/or boulders. It is generally loose to very dense and moist to saturated. It is 1 foot to 5 feet thick and extended to bedrock, when encountered. It is visually classified as SM, in accordance with the USCS. The SPT N-values range from 7 bpf to 55 bpf and average 30 bpf.

Detailed descriptions of the soil can be found in the exploration logs in *Appendix B*.

4.2 Groundwater

Groundwater was encountered at the following depths and approximate elevations:

GROUNDWATER DEPTHS AND ELEVATIONS			
Location	**Depth (ft)**	**Approximate Elevation (ft +/-)**	**Reference**
B-1	11.0	50.0	Estimated in spoon samples
B-2	13.2	47.8	Measured with 15 ft augers
B-3	13.3	47.7	Measured with 15 ft augers
B-4	9.5	51.5	Estimated in spoon samples
B-5	15.7	41.3	Estimated in spoon samples
B-6	15.4	41.6	Measured with 20 ft augers
B-7	NE	NE	NE
B-8	NE	NE	NE
B-9	11.7	49.3	Measured with 20 ft augers
B-10	10.2	50.8	Measured with 20 ft augers

Note: NE = None Encountered
Elevations are approximated and based on the site plan referenced in *Section 1.0*

The groundwater elevations generally flow from west to east across the site towards the Saco River to the east of the site and generally follow the existing ground contours. Groundwater will fluctuate seasonally and with precipitation levels.

4.3 Bedrock

Refusal, considered to be probable bedrock, was encountered at the following depths and approximate elevations:

PROBABLE BEDROCK DEPTHS AND ELEVATIONS			
Location	**Depth (ft)**	**Approximate Elevation (ft +/-)**	**Reference/Notes**
B-1	12.2	48.8	Auger refusal
B-2	13.7	47.3	Auger refusal
B-3	15.3	45.7	Spoon refusal
B-4	15.7	45.3	Spoon refusal
B-5	> 22	< 35	No refusal
B-6	21.8	35.2	Spoon refusal
B-7	6.7	51.3	Spoon refusal
B-8	2.8	54.2	Auger refusal
B-9	> 22	< 39	No refusal
B-10	21.2	39.8	Spoon refusal
P-1	6.6	54.4	Used 2 ¼" HSA; Hard at 6.5 ft
P-1A	6.2	54.8	Hard at 6 ft
P-1B	6.2	54.8	Auger refusal
P-2	18.5	42.5	Easy drilling 7 - 15 ft; Hard drilling 17.5 - 18.5 ft
P-3	15.5	45.5	Hard at 1-3 ft; 7.5 ft; 11.5 ft; 13.5 ft
P-4	3.1	53.9	Auger refusal
P-4A	4.1	52.9	Used 2 ¼" HSA; Hard at 2.5 ft; 3.5 ft
P-5	6.3	50.7	Hard at 5.8 ft; plastic/blue fibers in cuttings

Note: Exploration locations were not survey located. Elevations are approximated and based on the site plan referenced in *Section 1.0*
All probes were completed using 1 ½" Solid Stem Augers, unless otherwise noted

Weathered bedrock was encountered in our explorations. The weathered regions were estimated through boring sampling, augering, and probing. These weathered regions are generally 2 inches to 5 inches thick and overly a harder bedrock surface.

Samples of the bedrock were not obtained for examination. According to the *Bedrock Geology Map* from the Maine Geological Survey, the bedrock around Pearl Street in Biddeford, ME is classified as a Kittery Formation. This formation consists of feldspathic and calcarous metawacke.

5.0 Geotechnical Evaluations

Based on the data collected during the field explorations, results of the laboratory testing, and subsequent analyses using the information provided to us, foundations at the site can be supported on conventional spread or continuous footings. Some of the potentially challenging geotechnical considerations for the proposed buildings are:

- The potential bedrock interference for footing construction to the north of Building 3A and the middle of Building 3B.
- The potential for differential settlement between footings bearing on bedrock and footings bearing on soil.

- The potential for many unconformities (rubble, cobbles, boulders, etc.) to be present in the footing and slab subgrade.
- The desire to retain a majority of the cut materials on-site to avoid excessive hauling from the site.

Bedrock will likely be encountered for the footing subgrade at the north side of Building 3A and near the proposed lobby section of Building 3B. We anticipate minimal removal of bedrock to be necessary. We will provide recommendations for footings bearing on bedrock and footings bearing on both bedrock and soil.

SGS performed settlement computations for the proposed loading conditions. Based on our analysis, we estimate less than 0.75 inches of settlement will occur at any given building. Differential settlement between footings bearing on soil and footings bearing on bedrock will be within tolerable limits.

Many unconformities were encountered in our explorations. Cobbles, boulders, and existing foundation and rubble elements may be encountered in the footing and slab subgrades. To mitigate the effects of these large elements, we recommend they be removed, when encountered, in their entirety to a competent material and replaced with either ¾-inch crushed stone (CS) or Structural Fill (SF).

We understand that a majority of the cut materials on-site are desired to be reused. We will provide recommendations for different fill areas on-site including fill in the terraced areas, backfill for retaining walls, foundation backfill, and landscaped areas.

The existing fill at a depth of 5 feet to 7 feet, towards the south end of the proposed Building 3A, will meet the requirements for Granular Borrow (GB). If this material is desired to be reused within frost susceptible areas on-site, frequent testing and inspections should take place to ensure only clean (< 7% fines) and viable materials are used.

6.0 Geotechnical Recommendations

The sections below provide design and construction recommendations for the geotechnical aspects of the proposed buildings. If the building loads, proposed grades, or any other significant component of the project change from the time of submission of this report, Summit Geoengineering Services (SGS) should be notified so we can evaluate the impacts on the recommendations below to determine if changes are needed.

6.1 Subgrade Preparation

Based on the results of our subsurface explorations, we recommend that the bottom of the footings for the proposed buildings be constructed on a minimum of 6 inches of ¾-inch crushed stone (CS) placed over glacial till, existing fill, proposed fill, or bedrock.

6.1.1 Footings on Soil

Assuming that the recommendations below are followed, the footings bearing on 6 inches of CS over soil can be proportioned using a maximum allowable bearing pressure of **3,000 pounds per square foot (psf)**. Total settlement is expected to be 0.75 inches or less and differential settlement is expected to remain within tolerable limits. The allowable bearing pressure is based on the following construction sequences across the site:

- After grubbing the entire building footprint, proofroll the exposed soil within the building footprint by making a minimum of 4 passes in each of two perpendicular directions using a vibratory compactor with a minimum operating weight of 8 tons.

- Excavate to 6 inches below the proposed bottom of footing elevation. Remove any unconformities in the subgrade and replace with ¾-inch crushed stone (CS) or Structural Fill (SF). Proofroll the exposed soil by making a minimum of 4 passes using a plate compactor. Soft, wet, or unstable areas should be removed and replaced with CS or SF. A layer of woven geotextile may be necessary if the subgrade is excessively wet, soft, or unstable.

- Place and compact a minimum of 6 inches of CS. CS should be compacted to lock the particles together.

- SGS should observe the footing subgrade conditions after proofrolling and prior to the placement of the CS.

- The footings can be constructed directly on the compacted CS.

- In no case shall footings be constructed in standing water or frozen soil.

6.1.2 Footings on Bedrock

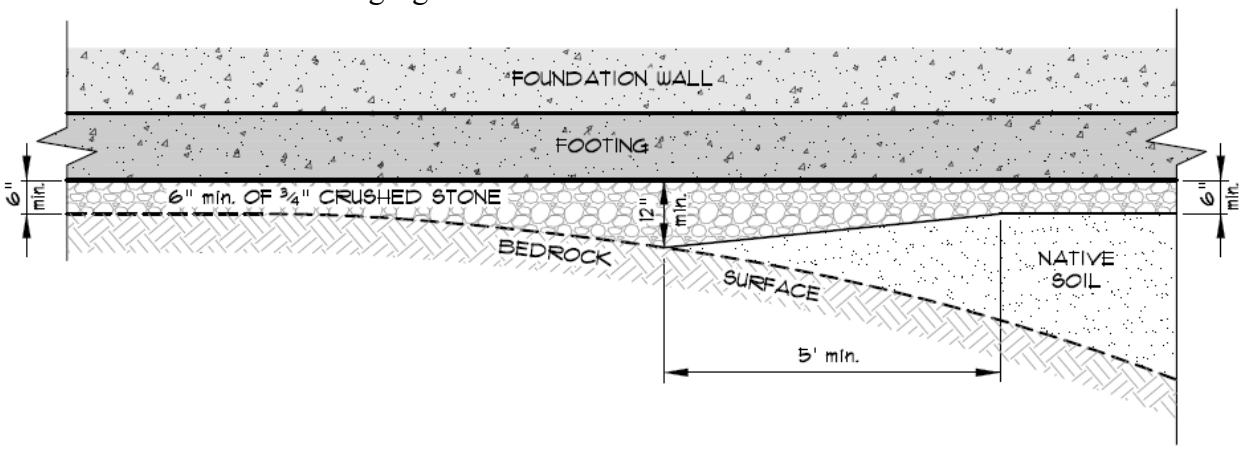
If bedrock is encountered in the footing subgrade, we recommend they be constructed on a minimum of 6 inches of CS. Footings on 6 inches of CS over bedrock can be proportioned using a maximum allowable bearing pressure of **10,000 psf**. The allowable bearing pressure is based on the following construction sequence:

- When bedrock is encountered, footings should bear on a minimum of 6 inches of compacted CS placed above proofrolled weathered, fractured bedrock or placed above hard, intact bedrock. Any large gaps or voids created by removing loose pieces of bedrock should be filled with CS.

- Footings bearing on CS over bedrock do not need the full frost protection, since intact bedrock is non-frost susceptible. We recommend that any footings bearing on CS over bedrock, not extended to the full frost depth, be backfilled with CS. We recommend that footings bearing on CS over bedrock be a minimum of 2 feet below the exterior finished

grade or the slab-on-grade. Where bedrock is cut, it should be sloped, if possible, to prevent ponding of water.

- If footings are bearing on both soil bedrock, we recommend a CS transition zone be constructed with the CS becoming a uniform bearing surface between the bedrock and the soil. The following figure shows the CS transition zone:



If footings need to be dowelled into bedrock to provide lateral sliding resistance, we recommend the 6-inch CS layer be removed in these areas and the footing be cast directly on a hard, intact bedrock surface with dowels already installed.

Construction techniques for bedrock interference can be found in *Section 7.1*. The gradation requirements for both CS and SF can be found in *Section 7.2*.

6.2 Design Parameters

SGS recommends the following design parameters be used for foundation and exterior retaining walls across the site:

DESIGN PARAMETERS FOR SOILS ACROSS THE SITE			
Parameter	**Structural Fill (SF)**	**Granular Borrow (GB)**	**Existing Fill**
Total Natural Unit Weight (Υ_t)	135 pcf	125 pcf	120 pcf
Buoyant Unit Weight (Υ_b)	73 pcf	63 pcf	58 pcf
Friction Coefficient (f)*	0.55	0.5	0.45
Passive Earth Pressure Coefficient (K_p)	3.54	3.25	3.00
Active Earth Pressure Coefficient (K_a)	0.28	0.31	0.33
At Rest Pressure Coefficient (K_o)	0.44	0.47	0.5
Effective Friction Angle ($\varphi°$)	34°	32°	30°
Undrained Shear Strength (S_u)	0 psf	0 psf	0 psf

Note: The equivalent fluid pressure for computing retaining wall lateral loads can be taken as the product $\gamma_t \cdot$ (K_a, K_0, or K_p)

*The friction coefficient is assumed to be the interface between cast-in-place footings and the soil

Live loading, to account for construction equipment, transportation, and pedestrian loads, should be included in the design of the segmental block, cast-in-place, and foundation walls.

Active earth pressure coefficients assume structures are free to rotate at the top. At-rest earth pressure coefficients assume the top of structures are braced and no lateral movement occurs. All walls across the site should have an underdrain system installed at the base of the wall to prevent the build-up of hydrostatic pressure behind the wall.

6.3 Frost Protection

The design air freezing index for the Biddeford, Maine area is approximately 1,190-degree F days (10-year, 90% probability). Based on this, exterior footings and other footings exposed to freezing temperatures should be placed at a minimum depth of **4 feet** in order to provide adequate frost protection. We recommend that all foundations exposed to freezing temperatures be backfilled with Granular Borrow (GB). The existing fill towards the south portion of Building 3A may meet the requirements for GB, see *Section 7.2* for gradation requirements.

Interior footings in continuously heated areas can be constructed at a minimum depth of 24 inches below the finished floor elevation.

6.4 Seismic Design

Based on the discovered soils and their properties, this site can be classified as **Seismic Site Class C** in accordance with ASCE 7-10. The following seismic design coefficients should be used:

SUBGRADE SITE SEISMIC DESIGN COEFFICIENTS – ASCE 7-10	
Seismic Coefficient	**ASCE 7-10 (Class C)**
Short period spectral response (S_S)	0.251
1 second spectral response (S_1)	0.079
Maximum short period spectral response (S_{MS})	0.301
Maximum 1 second spectral response (S_{M1})	0.135
Design short period spectral response (S_{DS})	0.201
Design 1 second spectral response (S_{D1})	0.090

No liquefiable soils were encountered in our explorations.

6.5 Groundwater Control

Based on observed groundwater levels, groundwater is anticipated to be below the proposed bottom of footing elevation for the buildings. Based on these conditions, underdrains are not strictly necessary, however, it is generally good practice to install underdrains along the exterior and interior foundations of the building to account for any local and regional changes in the hydrogeology and to control infiltration of rainfall adjacent to the foundation walls.

Underdrains, if used, should consist of 4-inch rigid PVC or flexible ADS pipe surrounded by 6 inches of ¾-inch crushed stone (CS) which is then surrounded by Mirafi 140N or equivalent. Underdrains should be outlet to a free draining location. Where exposed at the ground surface, a screen or other device should be placed over the outlet to prevent the migration of animals into the underdrain system.

In addition, we recommend all exterior grades slope away from the building footprint to reduce runoff water from infiltrating the foundation backfill soils.

Cast-in-place and segmental block retaining walls will require underdrains to prevent the hydrostatic loading on the walls, see *Section 6.8*.

6.6 Slabs-on-Grade

All fill should be compacted to a minimum of 95% of *ASTM D1557*. The gradation requirements for Granular Borrow (GB), ¾-inch crushed stone (CS), and Structural Fill (SF) can be found in *Section 7.2*.

6.6.1 Interior Slabs

To provide a uniform support condition for slabs-on-grade, we recommend the following steps be taken for construction:

- After grubbing the entire building footprint, proofroll the exposed soil, by making a minimum of 4 passes in each of two perpendicular directions using a vibratory compactor.

- Soft or wet pockets should be removed and replaced with SF or CS. Geotextile may be required in excessively wet and soft areas.

- Fill and/or cut the entire building footprint, if necessary, to 8 or 12 inches below the proposed finished slab-on-grade elevation, depending on the material being used as the slab subbase (CS or SF). Fill required to raise the grade to the bottom of the slab subbase soil should consist of GB or SF. The maximum particle size for these materials should be limited to 6 inches. GB, and SF should be compacted to a minimum of 95% of *ASTM D1557*.

- Place either 8 inches of CS or 12 inches of SF. The CS should be compacted to lock the particles together. The SF should be compacted to a minimum of 95% of *ASTM D1557*. The slab can be constructed directly on the compacted SF or CS.

6.6.2 Exterior Slabs

For slabs in unheated areas, the following options should be considered for frost protection:

- **6-inch slab** over **2 inches of rigid insulation** over **12 inches CS or SF (compacted)**
- **6-inch slab** over **36 inches CS or SF (compacted)**

We recommend that insulation, if used, be extended 2 feet beyond the edge of the slabs and that it consist of a rigid polystyrene product.

6.7 Pavement Section Recommendations

The mean annual freezing index for the Biddeford, Maine area is estimated at 890-degree F days (2-year, 50% probability). Based on the subgrade and mean annual freezing index, the anticipated mean annual frost penetration depth is 36 inches.

For the parking lots and access roads, we recommend a minimum total section thickness of **18 inches**. We further recommend that the pavement section consist of the following materials:

PAVEMENT SECTION MATERIALS AND THICKNESSES		
Material	**Thickness (in)**	**Specifications**
Asphalt Surface Course	1 1/4	MDOT 703.09 Type 9.5 mm or 12.5 mm
Asphalt Binder Course	1 3/4	MDOT 703.09 Type 19 mm
Base Soil	3	MDOT 703.06 Type A
Subbase Soil	12	MDOT 703.06 Type D

Reference: *MDOT Standard Specifications, 2014*

The following specifications are for MDOT base and subbase gravel:

BASE SOIL – TYPE A	
Sieve Size	**Percent finer**
1 inch	95 to 100
¾ inch	90 to 100
No. 4	40 to 65
No. 10	10 to 45
No. 200	0 to 7

Reference: MDOT Specification 703.06, Type A (2020)

SUBBASE SOIL – TYPE D	
Sieve Size	**Percent finer**
3 inch	100
½ inch	35 to 80
¼ inch	25 to 65
No. 40	0 to 30
No. 200	0 to 7

Reference: MDOT Specification 703.06, Type D (2014)

Fill beneath the subbase soil can consist of the existing fill (free from rubble, organics, or other

unsuitable materials), glacial till, SF, or GB, placed and compacted to a minimum of 95% of *ASTM D1557*.

Underdrains are not necessary beneath paved areas. Paved areas should be side sloped to prevent water ponding on the surface.

If paved areas are heated (not allowed to be below freezing temperatures), the base and subbase soils can be reduced in thickness to 1.5 inches and 6 inches, respectively.

6.8 Proposed Retaining Walls

The following recommendations are for both segmental block and cast-in-place retaining walls. Retaining walls across the site will have heights ranging from 0.5 feet to 7.5 feet.

6.8.1 Cast-in-Place Retaining Walls

We recommend that all cast-in-place retaining walls be backfilled with Structural Fill (SF) or Granular Borrow (GB). We further recommend that the soil properties and earth pressures summarized in *Section 6.2* be used for the structural design of the foundation walls. An underdrain system should be installed at the base of the wall (*Section 6.5*).

We recommend the footings for the cast-in-place retaining walls bear on a minimum of 6 inches of CS and be proportioned using an allowable bearing pressure of 3,000 psf. The friction coefficient between the concrete and the CS should be taken as 0.60.

When on bedrock, cast-in-place retaining walls should be constructed on a minimum of 6 inches of CS and may need to be dowelled into the bedrock. The allowable bearing pressure for footings on bedrock can be designed using 10,000 psf.

6.8.2 Segmental Block Retaining Walls

We recommend that all proposed segmental block retaining walls on-site be designed by a Maine Licensed Professional Engineer.

For all walls on site, we recommend that a ¾-inch crushed stone (CS) column with a minimum thickness of 12 inches be installed behind the entire wall, between the back of the blocks and the wall backfill, to prevent infiltrated water behind the wall from creating a hydrostatic load on the wall. An underdrain system should be provided continuously behind the retaining wall near its base to prevent the buildup of hydrostatic pressures.

Underdrains for the wall should consist of a 4-inch rigid perforated PVC surrounded by a minimum of 6 inches of ¾-inch crushed stone (CS) and filter fabric to prevent clogging from the migration of the fine soil particles in the foundation backfill soils. Underdrains should outlet at the ends of the wall or through the face at a maximum spacing of 50 feet.

We anticipate that the walls on site will be constructed on the existing fill or glacial till. We recommend that the walls be constructed on a leveling pad consisting of a minimum 9-inch-thick layer of CS. A geotextile fabric (such as Mirafi 180N) should be placed on the existing soil beneath the wall leveling pad. We recommend that all topsoil is removed and the exposed soil beneath the leveling pad, if granular and not containing clay, be proofrolled prior to placing the geotextile and CS. All rubble and/or other unconformities should be removed before proofrolling.

The walls should be designed in accordance with the *National Concrete Masonry Association (NCMA), 3rd Edition*, design manual. Retaining wall backfill for gravity retaining walls and reinforced soil for geogrid reinforced retaining walls should consist of GB or SF, compacted to a minimum of 95% of its maximum dry density in accordance with *ASTM D1557*. The maximum particle size should be limited to 4 inches, when used as a reinforced soil behind walls.

The walls can be designed with the wall backfill properties stated in *Section 6.2* using an allowable bearing pressure of 3,000 psf.

Since modular blocks are tolerable to some shifting, the blocks do not need to be placed to full frost depth. We recommend the following minimum embedment depths:

MINIMUM SEGMENTAL RETAINING WALL EMBEDMENT DEPTH	
Slope in Front of Wall	**Minimum Embedment to Top of Leveling Pad**
Horizontal	H/20
3H:1V	H/10
2H:1V	H/7
Minimum Embedment	0.5 feet

Note: H is the exposed height of the wall in (ft). The minimum embedment depth will also be in feet.

Passive resistance of embedded portions of the wall should be ignored.

7.0 Earthwork Considerations

7.1 Earthwork for Construction

SF, CS, GB and the existing native soil on-site are classified as an OSHA Type C classification. Based on this, any excavation deeper than 5 feet in these materials should have temporary side slopes which do not exceed 1.5H:1V.

If seepage occurs in any excavation deeper than 5 feet, de-watering techniques should be considered and side slopes shall not exceed 1.5H:1V.

Adequate proof rolling of the subgrade soil is important to the success of any fill as a uniform bearing material, especially if the subgrade soil is loose in isolated areas.

To the extent possible, construction should occur during periods of dry weather to minimize disturbance to excavated subgrade areas. If excavations and construction occur during wet periods, the contractor should employ the necessary measures to eliminate disturbance to the subgrade from heavy rainfall, surface water runoff, freeze/thaw softening, or any other potential weather-related cause of subgrade disturbance.

Cuts into bedrock may be required for bottom of footing elevations. If bedrock prevents the desired elevation, excavation of the bedrock, mechanically or by controlled blasting, may be necessary. If controlled blasting is necessary, we recommend it be performed in general accordance with the guidelines presented in *Appendix D*. We recommend a pre-construction survey be completed prior to blasting.

Once excavation for the footings is initiated, SGS should be contacted to observe the subgrade conditions after proofrolling and prior to the placement of any fill.

7.2 Materials

The gradation requirements reflect the portion of soil passing the 3-inch sieve size. The following table presents the recommended grain sizes for the materials to be used at the site:

GRADATION REQUIREMENTS FOR SITE MATERIALS			
Sieve Size	**[1] Structural Fill (SF)**	**[2] Crushed Stone (CS)**	**[3] Granular Borrow (GB)**
4 Inch	---	---	---
3 Inch	100	---	100
2 Inch	---	---	---
1 Inch	---	100	---
¾ Inch	---	90 – 100	---
½ Inch	35 – 80	20 – 55	---
⅜ Inch	---	0 – 15	---
¼ Inch	25 – 65	---	---
No. 4	---	0 – 5	---
No. 40	0 – 30	---	0 – 70
No. 200	0 – 7	---	0 – 7
Maximum Particle Size	6”	1”	6”
[4] Minimum Compaction Requirement	95%	---	[5] 95%

[1]Maine DOT Specification 703.06, 2014, Type D
[2]Maine DOT Specification 703.13, 2020, Crushed Stone ¾-Inch
[3]Maine DOT Specification 703.19, 2020, Granular Borrow
[4]Per ASTM D1557
[5]Compaction requirement for GB can be reduced to 90%, when in landscaping areas.

CS should be placed in 12-inch maximum lifts and compacted with a minimum of 4 passes with a vibratory compactor.

GB should consist of a free draining, granular soil.

The existing fill at a depth of 5 feet to 7 feet, towards the south end of the proposed Building 3A, will meet the requirements for Granular Borrow (GB). If this material is desired to be reused within frost susceptible areas on-site, frequent testing and inspections should take place to ensure only clean (< 7% fines) and viable materials are used.

7.3 Fill Recommendations Across the Site

7.3.1 Terraced Area and Landscaping Areas

We recommend the terraced area and any other landscaping area be filled with Common Borrow (CB). CB used at the site should consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents and should be able to be placed and compacted to a stable state. The existing fill soil at the site will meet or can be made suitable to meet the specifications of CB.

When in the terraced area, the CB should be compacted to a minimum of 90% of *ASTM D1557*. It is the responsibility of the wall designers across the site to determine the minimum distance of retaining wall backfill needed behind the site walls. We recommend a filter fabric be installed between the interface of the CB and the retaining wall backfill across the site to minimize the infiltration of fine particles into the retaining wall backfill.

7.3.2 Foundation and Retaining Wall Backfill

Foundation and retaining wall backfill across the site should consist of GB or SF.

7.3.3 Other Uses of Fill

Non-frost-susceptible areas within the building footprint (not including slabs-on-grade) and underneath the pavement sections may be filled with CB. CB in these areas should be compacted to a minimum of 95% of *ASTM D1557*.

8.0 Closure

Our recommendations are based on professional judgment, generally accepted principles of geotechnical engineering and project information provided by others. Some changes in subsurface conditions from those presented in this report may occur. Should the subsurface conditions, finish grades, or foundation loadings differ materially from those described in this report, SGS should be notified so that we can re-evaluate our recommendations.

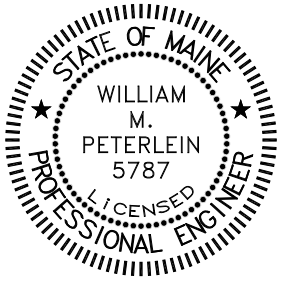
We recommend that a qualified third-party testing agency be retained to provide QA/QC services during construction.

SGS should be contacted to provide subgrade inspections prior to placement of the foundations to observe the subgrade conditions.

We appreciate the opportunity to serve you during this phase of your project. If there are any questions or if additional information is required, please do not hesitate to call.

Sincerely,
Summit Geoengineering Services, Inc.

Colin M. Plante, E.I.
Geotechnical Engineer



William M. Peterlein, P.E.
President & Principal Engineer

Appendix A

Exploration Location Plan

SCALE: 1" = 40'

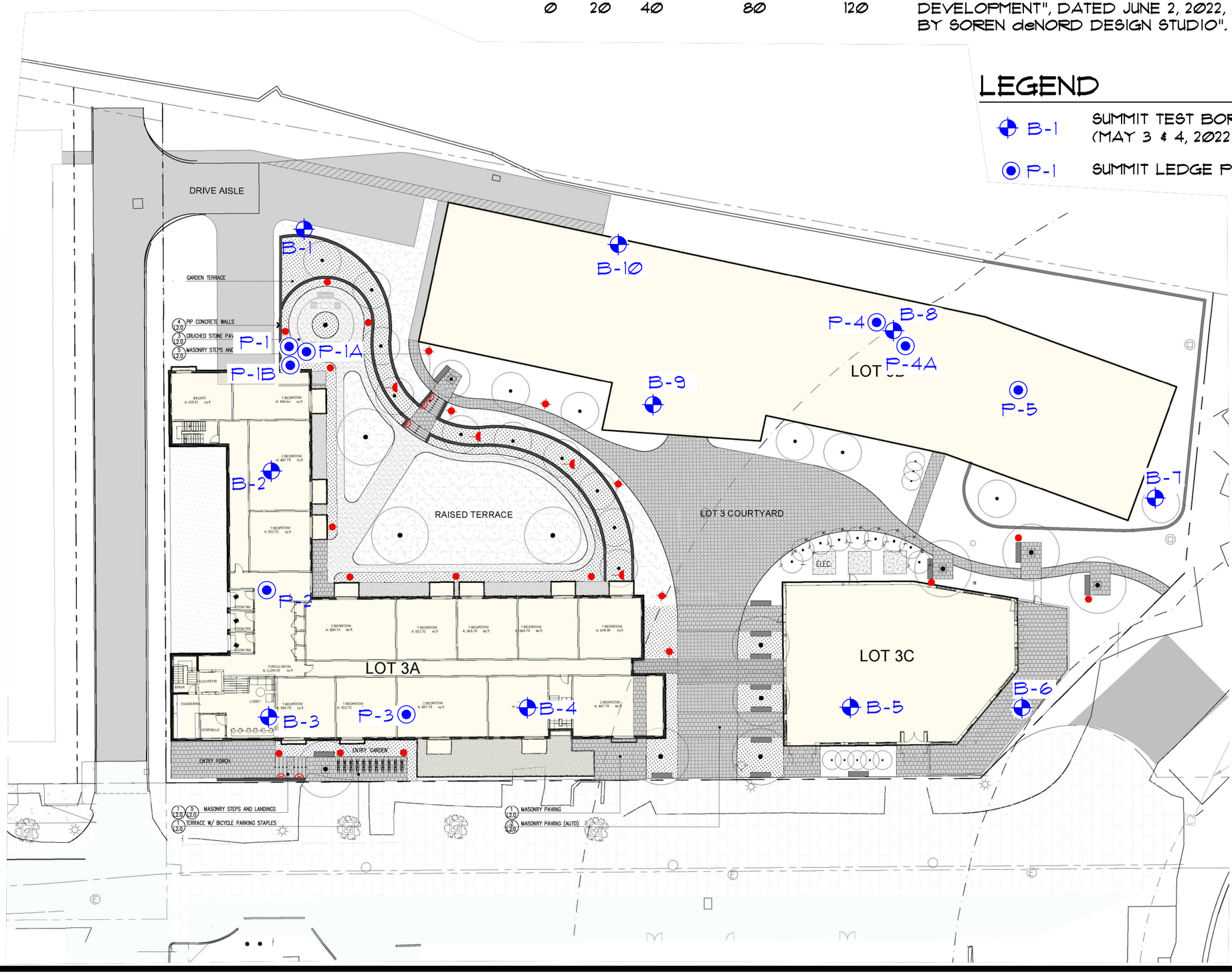
0 20 40 80 120

PLAN REFERENCE

"LANDSCAPE PLAN, PEARL STREET: LOT 3 DEVELOPMENT", DATED JUNE 2, 2022, PREPARED BY SOREN deNORD DESIGN STUDIO".

LEGEND

- B-1 — SUMMIT TEST BORING (MAY 3 & 4, 2022)
- P-1 — SUMMIT LEDGE PROBE



PROJECT: LOT 3 REVELOPMENT
PEARL STREET - BIDDEFORD, MAINE

CLIENT: FATHOM COMPANIES

TITLE: EXPLORATION LOCATION PLAN

SCALE: 1" = 40'

DRAWN BY: KRF

APPR. BY: WMP

DATE: JUNE 8, 2022

145 LISBON ST. - SUITE 101
LEWISTON, ME 04240
Tel: (207) 576-3313

113 PLEASANT STREET
ROCKLAND, ME 04841
Tel: (207) 318-7161

SUMMIT GEOENGINEERING SERVICES

PROJ.#: 22120

FIGURE: 1

Appendix B

Exploration Logs

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-1**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	61 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/3/2022	Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	11 ft	50.0 ft +/-	Estimated in spoon samples

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/23	0-2	2	60.5	Dk brn f Sandy SILT, tr Gravel/roots/Clay, firm, moist, ML		TOPSOIL
1				15		Brown fine-medium SAND, some Gravel, little Silt, trace		
				21		brick, dense, damp, SP		FILL
2				31				
3								
4								
5								
	S-2	24/15	5-7	3		Brown medium-coarse SAND, little Gravel, trace Silty		
6				3		Clay balls and brick streaks, loose, damp, SW		
				4				
7				2	54			
						Hard drilling at 7 ft		
8								GLACIAL TILL
9								
10								
	S-3	24/17	10-12	18		Gray/black weathered rock with fine-medium SAND		
11				7	▽	Reddish brown Silty fine-medium SAND, little Gravel,		
				7		compact, wet, SM		
12				50 for 5"	48.8	Gray weathered rock in spoon tip		WEATHERED ROCK
						End of Boring at 12.2 ft - Auger refusal		(PROBABLE) BEDROCK
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-2**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	61 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/3/2022	Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	13.2 ft	47.8 ft +/-	Measured with 15 ft augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/18	0-2	3	60.5	Dk brn f Sandy SILT, little Clay, tr Gravel/roots, firm, damp, ML		TOPSOIL
1				10		Brown medium-coarse SAND, little Gravel, trace Silt,		
				12		compact, damp, SW		FILL
2				20				
3								
4								
5								
	S-2	24/11	5-7	3		Brown medium-coarse SAND, trace Gravel and Silt,		
6				7		compact, moist, SW		
				10				
7				17				
8								
9								
10					51			
	S-3	24/17	10-12	3		Olive fine SAND, some Silt, trace Gravel, slightly mottled,		
11				7		compact, wet, SM		GLACIAL TILL
				17				
12				21				
						Frequent Cobbles/Boulders in augering		
13					▽			
					47.3			
14						End of Boring at 13.7 ft - Auger refusal		(PROBABLE) BEDROCK
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-3**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	61 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/3/2022	Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	13.3 ft	47.7 ft +/-	Measured with 15 ft augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/24	0-2	2		Dark brown fine SAND, some Silt, trace Gravel and roots,		
1				5		compact, damp, SM		TOPSOIL
				10	59.5			
2				14		Brown medium-coarse SAND, some Gravel, trace Silt,		
						compact, damp, SW		FILL
3								
4								
5								
	S-2	24/18	5-7	3		Brown medium-coarse SAND, little Gravel, trace Silt,	10% GRAVEL	
6				6		compact, damp, SW	84% SAND	
				8			6% FINES	
7				14		Black weathered rock in spoon tip	MC = 5.9%	
8								
9								
10					51			
	S-3	24/24	10-12	1		Olive Silty CLAY, little fine Sand, slightly mottled, firm,	PP = 1.8 - 2.5 tsf	
11				3		moist, CL		GLACIAL MARINE
				4				
12				5				
13					▽			
14								
					46.5			
15					46	Hard drilling at 14.5 ft		GLACIAL TILL
	S-4	24/10	15-17	50 for 3"	45.7	Dark gray weathered rock		WEATHERED ROCK
16						End of Boring at 15.3 ft - Spoon refusal		(PROBABLE) BEDROCK
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-4**

Project: Proposed Buildings (Lot 3) | Project #: 22120
Location: Pearl Street | Sheet: 1 of 1
City, State: Biddeford, ME | Chkd by:

Drilling Co: Summit Geoengineering Services, Inc.
Driller: S. Floyd
Summit Staff: C. Plante, EI

Boring Elevation 61 ft +/-
Reference: Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Date started: 5/3/2022 Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	9.5 ft	51.5 ft +/-	Estimated in spoon samples

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/18	0-2	3	60.6	4" Topsoil		TOPSOIL
1				14		Brown medium-coarse SAND, little Gravel, trace Silt		
				14		and brick, compact, damp, SW		FILL
2				18				
3								
4								
5								
	S-2	24/20	5-7	9		Brown medium-coarse SAND, little Gravel, trace Silt,	10% GRAVEL	
6				16		dense, damp, SW	84% SAND	
				19			6% FINES	
7				22			MC = 5.9%	
8								
9								
					▽			
10								
	S-3	24/17	10-12	9		Brown medium-coarse SAND, little Gravel, trace Silt,		
11				11		compact, saturated, SW		
				6		Black fine Sandy SILT, little Clay, trace brick, stiff, wet,		
12				5		ML		
13								
14								
					46.5			
15						Hard at 14.5 ft		
	S-4	24/8	15-17	7		Olive gray Silty f SAND, little Clay, loose, wet, SM		GLACIAL TILL
16				25 for 2"	45.3	Some Silt, trace Gravel in spoon tip		
						End of Boring at 15.7 ft - Spoon refusal		(PROBABLE) BEDROCK
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-5**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	57 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/4/2022	Date Completed: 5/4/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	1 1/2" SSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/4/2022	15.7 ft	41.3 ft +/-	Estimated in spoon samples

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
1						4 ft of Concrete		EXISTING CONCRETE ELEMENT
2								
3								
4					53			
	S-1	24/24	4-6	5		Concrete/cement cuttings		
5				5		Brown medium-coarse SAND, little Gravel, trace Silt,		FILL
				6		compact, damp, SW		
6				4				
7								
8								
9								
10								
	S-2	24/24	10-12	23		Blackish olive fine Sandy SILT, trace to little Gravel,		
11				20		very dense, moist, ML		
				34				
12				35		Brick and metal nail in spoon tip		
13								
14								
15								
	S-3	24/24	15-17	3	▽	Black Silty f SAND, tr Gravel, compact, moist, SM		
16				6		Olive brown medium-coarse SAND, little Silt and Gravel,		
				12		compact, saturated, SW		
17				22				
18								
19								
20						Strong petroleum odor in spoon sample		
	S-4	24/24	20-22	3		Brown fine-medium SAND, little Silt, trace Gravel, loose,		
21				5		saturated, SP		
				12		Black Silty fine SAND, trace Gravel, compact, saturated,		
22				19	35	SM		
						End of Boring at 22 ft - No refusal		

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-6**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	57 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/4/2022	Date Completed: 5/4/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/4/2022	15.4 ft	41.6 ft +/-	Measured with 20 ft augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/16	0-2	3		Brown fine-medium SAND, little Silt and Gravel, trace		
1				3		brick, loose, damp, SP		FILL
				2		Light brown medium-coarse SAND, trace Gravel, loose,		
2				5		damp, SW		
3								
4								
5						Hard drilling at 4.5 ft		
	S-2	24/11	5-7	6		Dark brown Silty fine SAND, trace Gravel, compact,		
6				9		moist, SM		
				6				
7				7				
8								
9								
10								
	S-3	24/13	10-12	5		Reddish brown fine SAND, some Silt, little Gravel, loose,		
11				4		moist, SM		
				2				
12				1				
13								
14								
15								
	S-4	24/17	15-17	1	▽	Black Silty fine SAND, very loose, saturated, SM		
16				3		Trace Gravel 1st 4"		
				WH		Strong petroleum odor and sheen in spoon		
17				3				
18								
19								
20								
	S-5	24/17	20-22	15	36.5	Black Silty fine SAND, compact, saturated, SM		
21				20		Black fine-medium SAND, with weathered rock, very		
				35		dense, saturated, SP		GLACIAL TILL
22				50 for 3"	35.2			
						End of Boring at 21.8 ft - Spoon refusal		(PROBABLE) BEDROCK

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-7**

Project: Proposed Buildings (Lot 3) | Project #: 22120
Location: Pearl Street | Sheet: 1 of 1
City, State: Biddeford, ME | Chkd by:

Drilling Co: Summit Geoengineering Services, Inc.
Driller: S. Floyd
Summit Staff: C. Plante, EI

Boring Elevation 58 ft +/-
Reference: Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Date started: 5/4/2022 Date Completed: 5/4/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/4/2022			None observed

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/14	0-2	5		Brown fine-medium SAND, little Gravel, trace Silt,		
1				6		compact, damp, SP		FILL
				6				
2				6				
3								
4								
5								
	S-2	24/11	5-7	4	52.5	Brn f-med SAND, tr Gravel/Silt, compact, moist, SP		
6				12	52	Black Silty fine SAND, little Gravel, dense, moist, SM		GLACIAL TILL
				40	51.3	Black weathered rock in spoon tip		WEATHERED ROCK
7				50 for 2"		End of Boring at 6.7 ft - Spoon refusal		(PROBABLE) BEDROCK
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-8**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	57 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/4/2022	Date Completed: 5/4/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/4/2022			None observed

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/18	0-2	18		Brown fine SAND, little Silt, trace Gravel, compact,		
1				12		moist, SP		FILL
				14		Weathered rock and brick streaks throughout		
2				30				
3					54.2			
						End of Boring at 2.8 ft - Auger refusal		(PROBABLE) BEDROCK
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-9**

Project: Proposed Buildings (Lot 3) | Project #: 22120
Location: Pearl Street | Sheet: 1 of 1
City, State: Biddeford, ME | Chkd by:

Drilling Co: Summit Geoengineering Services, Inc.
Driller: S. Floyd
Summit Staff: C. Plante, EI

Boring Elevation 61 ft +/-
Reference: Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Date started: 5/3/2022 Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	11.7 ft	49.3 ft +/-	Measured with 20 ft augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/18	0-2	3	60.6	4" Topsoil		TOPSOIL
1				5		Brown medium-coarse SAND, little Gravel, trace Silt,		
				8		compact, damp, SW		FILL
2				7				
3								
4								
5								
	S-2	24/11	5-7	2		Brown fine-medium SAND, trace Gravel, loose, damp,		
6				2		SP		
				6				
7				3				
8								
9								
10								
	S-3	24/13	10-12	1		Brown medium-coarse SAND, little Silt, trace Gravel,		
11				2		loose, wet, SW		
				3	▽	Melted rock piece (igneous rock) in spoon		
12				2				
13								
14								
						Plastic liner in auger cuttings		
15								
	S-4	24/9	15-17	1		Gray Silty CLAY, little fine Sand, trace Gravel, soft, wet,	PP = 1.0 - 4.0 tsf	
16				2		CL		
				2		Sample appears re-worked		
17				5				
18								
19								
20								
	S-5	24/12	20-22	6		Grayish black Gravelly SAND, some Silt and Clay, trace		
21				7		ash, compact, saturated, SM		
				11				
22				10	39			
						End of Boring at 22 ft - No refusal		

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT GEOENGINEERING SERVICES

SOIL BORING LOG

Boring #: **B-10**

Project:	Proposed Buildings (Lot 3)	Project #:	22120
Location:	Pearl Street	Sheet:	1 of 1
City, State:	Biddeford, ME	Chkd by:	

Drilling Co:	Summit Geoengineering Services, Inc.	Boring Elevation	61 ft +/-
Driller:	S. Floyd	Reference:	Grading Plan, Pearl Street Lot 3, Acorn Engineering, 1/17/2022
Summit Staff:	C. Plante, EI	Date started: 5/3/2022	Date Completed: 5/3/2022

DRILLING METHOD		SAMPLER	
Vehicle:	AMS PP	Length:	24" SS
Model:	9630 Pro-D	Diameter:	2"OD/1.5"ID
Method:	2 1/4" HSA	Hammer:	140 lb
Hammer Style:	Automatic	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
5/3/2022	10.2 ft	50.8 ft +/-	Measured with 20 ft augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	Elev. (ft.)	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1	24/19	0-2	3	60.6	4" Topsoil		TOPSOIL
1				14		Brown fine-medium SAND, some Gravel, little Silt, dense,		
				21		damp, SP		FILL
2				20		Metal piece in spoon tip		
3						Hard drilling to 5 ft		
4								
5								
	S-2	24/10	5-7	3		Brown fine-medium SAND, little Gravel, trace Silt, loose,		
6				3		damp, SP		
				3				
7				4				
8								
9								
10					▽			
	S-3	24/18	10-12	3		Dark brown fine-medium SAND, some Gravel and Silt,		
11				5		trace asphalt, compact, saturated, SP		
				20				
12				13				
13								
						Hard driling 13 ft to 15 ft		
14								
						Plastic liner in auger cuttings		
15								
	S-4	24/15	15-17	31		Black medium-coarse SAND, some Silt, trace Gravel,		
16				26		dense, saturated, SW		
				10		Black fine-coarse SAND, some Silt and Gravel, trace		
17				3		Clay, dense, saturated, SM		
						Petroleum odor in spoon		
18								
19								
						Petroleum odor and sheen in spoon		
20						Black fine-medium SAND, some Silt, trace Gravel,		
	S-5	24/24	20-22	8		compact, saturated, SM		
21				23	40	Black fine-coarse SAND, some Silt and Gravel, SM		
				50 for 2"	39.8	Black weathered rock		WEATHERED ROCK
22						End of Boring at 21.2 ft - Spoon refusal		(PROBABLE) BEDROCK

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index, FV = Field Vane Test
Bedrock Joints Su = Undrained Shear Strength, Su(r) = Remolded Shear Strength
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

22120 PROBE REFUSAL			
Location	**Depth (ft)**	**Elevation (ft +/-)**	**Notes**
P-1	6.6	54.4	Used 2 ¼" HSA; Hard at 6.5 ft
P-1 A	6.2	54.8	Hard at 6 ft
P-1 B	6.2	54.8	---
P-2	18.5	42.5	Easy drilling 7 - 15 ft; Hard drilling 17.5 - 18.5 ft
P-3	15.5	45.5	Hard at 1-3 ft; 7.5 ft; 11.5 ft; 13.5 ft
P-4	3.1	53.9	---
P-4 A	4.1	52.9	Used 2 ¼" HSA; Hard at 2.5 ft; 3.5 ft
P-5	6.3	50.7	Hard at 5.8 ft; plastic/blue fibers in cuttings

Note: All probes were completed using 1 ½" Solid Stem Augers, unless otherwise noted

Appendix C

Laboratory Testing

SUMMIT
GEOENGINEERING SERVICES

GRAIN SIZE ANALYSIS - ASTM D6913

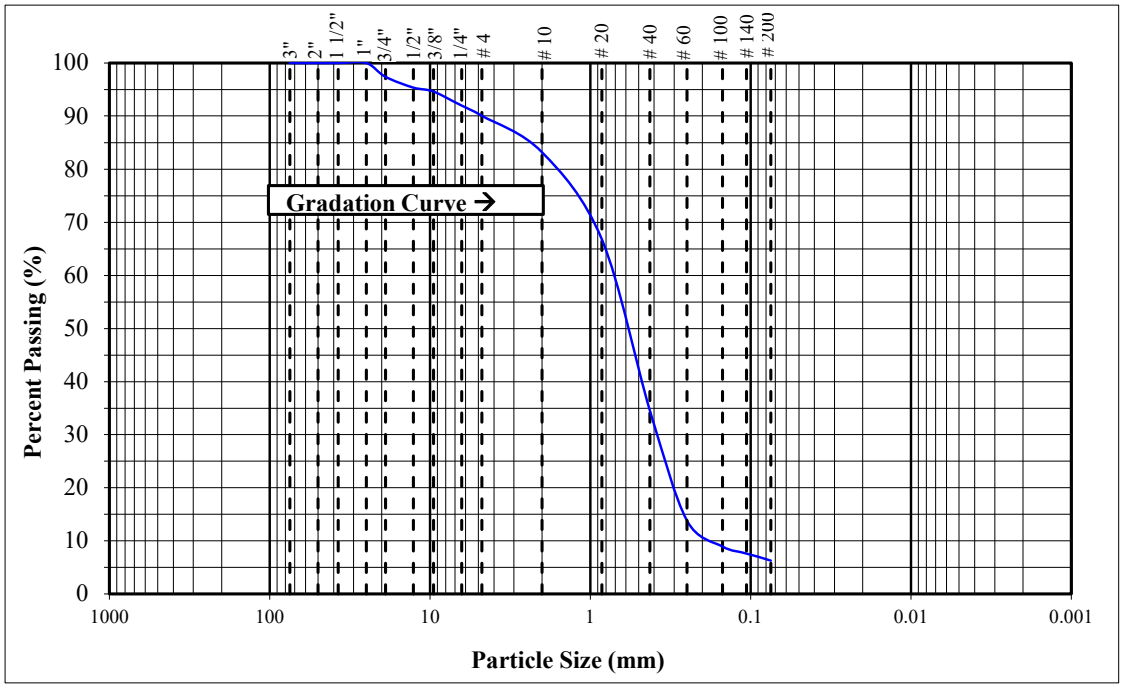
PROJECT NAME:	Proposed Buildings Lot 3	PROJECT #:	22120
PROJECT LOCATION:	Pearl Street, Biddeford, Maine	EXPLORATION #:	B-3 & B-4 (Composite)
CLIENT:	Fathom Companies	SAMPLE #:	S-2
TECHNICIAN:	Colleen Sullivan, E.I.	SAMPLE DEPTH:	5' - 7'
SOIL DESCRIPTION:	Med-fine SAND, little Gravel & Silt, SP-SM	TEST DATE:	5/9/2022

TEST PROCEDURE

Sample Source: Split Spoon	**Sieve Stack:** Composite	**Specimen Procedure:** Air Dry
Test Method: Method A	**Separating Sieve(s):** 3/8 Inch	**Dispersion Type:** Tap Water

DATA

STANDARD SIEVE DESIGNATION (mm)	ALTERNATIVE SIEVE DESIGNATION (in)	PERCENT PASSING (%)
75	(3 in)	100
50	(2 in)	100
37.5	(1-1/2 in)	100
25.0	(1 in)	100
19.0	(3/4 in)	97
12.7	(1/2 in)	95
9.5	(3/8 in)	95
6.35	(1/4 in)	92
4.75	(No. 4)	90
2.00	(No. 10)	83
0.850	(No. 20)	67
0.425	(No. 40)	35
0.250	(No. 60)	14
0.150	(No. 100)	9
0.106	(No. 140)	8
0.075	(No. 200)	6



REMARKS: Moisture Content = 5.9%. Composite sample at 5' - 7' from B-3 & B-4.

Appendix D

Bedrock Recommendations

GENERAL BLASTING RECOMMENDATIONS

Introduction

Blasting operations will be performed in general accordance with the applicable Maine Revised Statute Title 125 and Title 38, U.S. Department of the Interior Rules, the recommendations provided below, and a normal standard of care.

Blast Design

The blasting contractor shall submit a blasting plan to the Owner for approval prior to blasting operations. The blasting plan shall include a schedule, sketches of the drill patterns (hole spacing and depth), type and amount of explosives, number and sequence of delays, methods for minimizing flyrock, and any other information pertinent to demonstrating compliance with the applicable U.S. Department of the Interior Rules and the requirements of the applicable Statute requirements of 38 MRSA.

Notification

Oral notification to the abutters within one-half mile of the blast area shall be provided prior to blasting. Warning and all clear signals of different character or pattern that are audible within one-half mile from the point of the blast shall be given. The meaning of the signals shall be conveyed to the abutters at the time they are notified.

Pre-blast Surveys

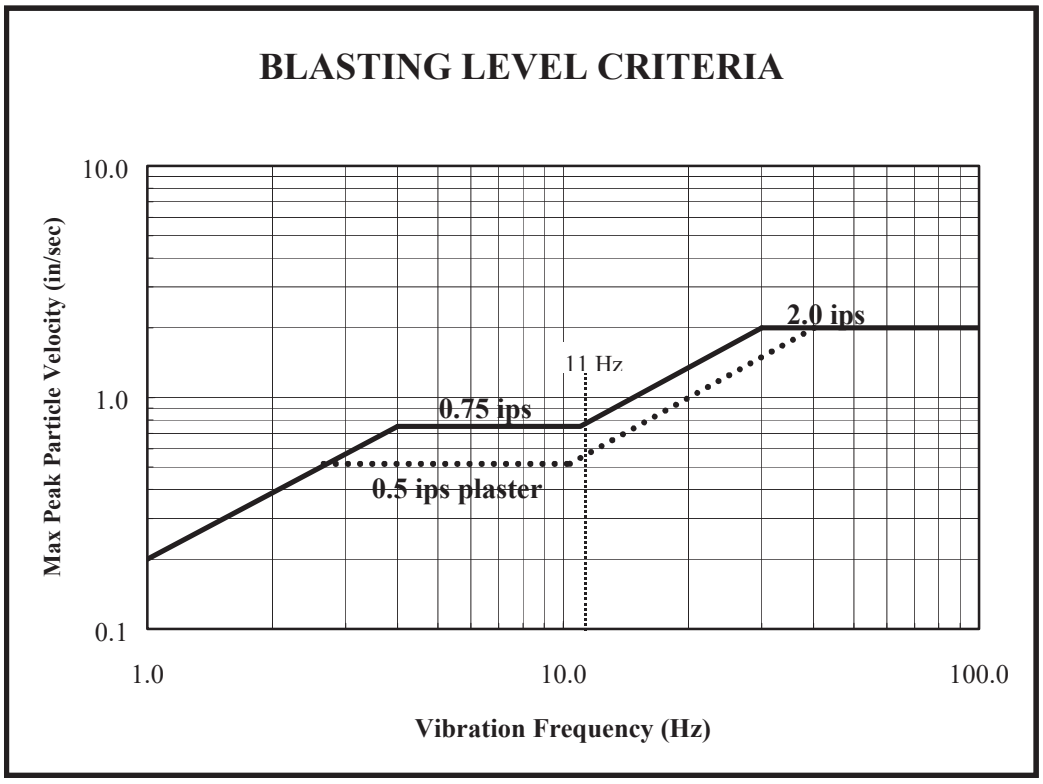
All blasting operations are the direct responsibility of the Blasting Contractor. Reports of damage to structures caused by blasting operations are the sole responsibility of the Blasting Contractor. Therefore, it is incumbent upon the Blasting Contractor to perform pre-blast surveys as they deem necessary.

Airblast Limits

Airblast overpressure shall not exceed the limits stipulated in 38 MRSA 490-Z(14)(H) at the nearest structure. This currently requires sound from blasting to not exceed 129 decibels peak at inhabited structures and 140 decibels peak at uninhabited structures.

Ground Vibration Limits

The maximum ground vibration at any structure shall not exceed the limits presented in the following chart:



REFERENCE: OSM alternative blasting criteria (Modified from figure B-1, Bureau of Mines, RI 8507)

The Blasting Contractor shall provide a seismographic record to the Owner for each blast event at the nearest off-site structure. The record shall include the date and time of the blast, peak and resultant particle velocities and associated frequencies, and the airblast overpressure.

Flyrock

Sufficient stemming, matting, or natural protective cover shall be provided to prevent flyrock from leaving property owned or under control of the operator or from entering protected natural resources or natural buffer strips.

Records

Records of blasts shall be recorded in accordance with Maine Statute 38 MRSA 490-Z(14)(L). The current requirements are as follows.

- Name of blasting company or blasting contractor
- Location, date and time of blast
- Name, signature and social security number of blaster
- Type of material blasted
- Number and spacing of holes and depth of burden or stemming
- Diameter and depth of holes
- Type of explosives used
- Total amount of explosives used
- Maximum amount of explosives used per delay period of 8 milliseconds or greater
- Maximum number of holes per delay period of 8 milliseconds or greater
- Method of firing and type of circuit
- Direction and distance in feet to the nearest dwelling, public building, school, church or commercial or institutional building neither owned nor controlled by the developer
- Weather conditions, including factors such as wind direction and cloud cover
- Height or length of stemming
- Amount of mats or other protection used
- Type of detonators used and delay periods used
- The exact location of each seismograph and the distance of each seismograph from the blast
- Seismographic readings
- Name and signature of the person operating each seismograph
- Names of the person and the firm analyzing the seismographic data

MAXIMUM PARTICLE VELOCITY/DISTANCE CRITERIA FOR BLASTING NEAR UNCURED CONCRETE

Time From Batching (hr)	Non-Structural Concrete	Structural Concrete
0 – 4	4D	2D
4 – 24	1D	0.25D
24 – 72	1.5D	1D
72 – 168	3D	2D
168 – 240	8D	5D
Over 240	15D	10D

Distance (ft)	D (in/sec)
0 to 50	1.0
50 to 150	0.8
150 to 250	0.7
Over 250	0.6

NOTE: Allowable vibration levels are reduced with increasing distance since concrete can withstand higher vibration levels at higher frequencies. Vibration frequencies decrease as the distance from the blast increases because there is an attenuation of frequency with distance.

Reference: Wyllie, Duncan C. Foundations on Rock, 1st Ed, Chapman & Hall, London, 1992

ACORN ENGINEERING, INC.

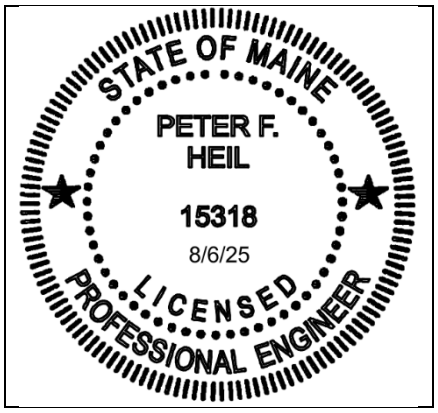
STORMWATER MANAGEMENT REPORT

Prepared For:

3 Lincoln, LLC
80 Exchange Street, Suite 400
Portland Maine 04101

Prepared By:

Acorn Engineering, Inc.
16 Middle Street, Suite 302
Portland, Maine 04101



August 2025

INTRODUCTION

This project proposes to amend the previous Major Site Plan and Subdivision approval (2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes the addition of five (5) townhomes and revises the original programming of building A from 85 residential units to 52 units, building B from 129 residential units to 85 units, and building C will remain as a restaurant with 154 total seats (previously 298 seats).

EXISTING CONDITIONS

The existing site address is 15 Pearl Street, with frontage on Pearl Street. The existing lot sizes total approximately 6.95 acres, and a section of the site is located within the 250' shoreland overlay zone due to the proximity from the Saco River. An Existing Conditions Survey has been prepared by Owen Haskell Inc. dated February 28, 2025.

The proposed Lot 3 site is currently vacant and has recently been stabilized with grass coverage associated with the recent City parking garage project. The existing grades on site are relatively flat ranging from 0 to 5 percent west to east toward the Saco River.

The project team is not aware of the presence of any existing significant natural features located on the site. Furthermore, the project is not within an urban impaired stream.

PROPOSED DEVELOPMENT

The project includes subdividing the existing lot into a total of 4 separate parcels. The limit of work for the proposed project will be contained within Lot 3 which is proposed to be approximately 2.08 acres.

As part of the redevelopment of the overall MERC parcel, and construction of the municipal Pearl Street garage on Lot 2, a DEP Stormwater permit was issued (L-10282-NJ-A-N), which included the installation of the subsurface stormwater system located primarily on Lot 4 (with a small section installed on Lot 3). As part of the stormwater system design, each lot was allocated a conservative impervious coverage / redevelopment pollutant ranking threshold for the individual lots to remain under once actual designs progress. The DEP Stormwater Permit includes a condition of approval that all "future development on other sections of the overall parcel, the applicants must submit a Stormwater Management application that shows the proposed project, a grading plan that includes the stormwater drainage system connections, the weighted average pollutant impacting rating with supporting information for the portion of the parcel proposed to be developed, and other material to demonstrate that the proposed development will not change the percentage of developed area that must be treated."

As part of the proposed project, the Lot 3 programming including building layouts, impervious coverages, and drainage patterns are proposed to be amended from the previous approval (L-10282-NJ-C-A). Catch basins, foundation drains, and roof drains are proposed on site and will be directed to a network of storm drains and tie into the existing stormwater treatment system located primarily on Lot 4. Stormwater and Erosion Control Best Management Practices will be implemented during construction.

BASIC STANDARDS – EROSION & SEDIMENT CONTROL

The project proposes measures to meet the basic standards requirements as outlined in Chapter 500. Please refer to Section 14: Basic Standards Submission

GENERAL STANDARDS - WATER QUALITY

The existing subsurface stormwater system previously installed as part of the overall DEP Stormwater Permit L-10282-NJ-A-N will be utilized to provide the water quality treatment for the runoff from the site. As part of the stormwater system design, each lot was allocated a conservative impervious coverage / redevelopment pollutant ranking threshold for the individual lots to remain under once actual designs progress.

The previously approved (permitting) post-development land use rankings are as follows:

Table 1 – Land Use and Pollutant Summary Table: Previously Approved (Permitted) Condition			
Land use	**Pollutant Ranking**	**Existing Area**	**Weighed Impact**
Roads where idling may occur; high use parking lots	5	0.00 ac.	0.00
Other roads; medium use parking lots	4	2.03 ac.	8.10
Other parking lots and driveways; flat roof asphalt rooftops	3	0.00 ac.	0.00
Other rooftops; grassed areas mowed > twice per year; walkways / foot-traffic-only pavement	2	0.30ac.	0.60
Non-grass landscaped areas; Stormwater treatment / storage systems	1	0.06 ac.	0.06
TOTAL		2.38 ac.	8.76

The corresponding previously approved stormwater permit, and previously approved (existing) pollutant rankings can be viewed in Attachments 1 & 2 of this report.

The area of this lot in the previously-approved (permitted) calculations in Attachment 2 included 0.3 acre that is no longer included as part of the redevelopment. It is assumed the 0.3 acres accounts for the drive aisle between the City Parking Garage and Lot 3, which is not included as part of this project. See the adjusted table below that shows an adjusted Pollutant Summary Table

Table 2 – Land Use and Pollutant Summary Table: Previously Approved (Adjusted) Condition			
Land use	**Pollutant Ranking**	**Existing Area**	**Weighed Impact**
Roads where idling may occur; high use parking lots	5	0.00 ac.	0.00
Other roads; medium use parking lots	4	1.73 ac.	6.92

Other parking lots and driveways; flat roof asphalt rooftops	3	0.00 ac.	0.00
Other rooftops; grassed areas mowed > twice per year; walkways / foot-traffic-only pavement	2	0.30ac.	0.60
Non-grass landscaped areas; Stormwater treatment / storage systems	1	0.06 ac.	0.06
TOTAL		2.08 ac.	7.58

The pollutant ranking for the existing site condition is 7.58 divided by 2.08 acres, or 3.64.

The proposed post development land use rankings are as follows:

Table 3 – Land Use and Pollutant Summary Table: Proposed Condition			
Land use	**Pollutant Ranking**	**Existing Area**	**Weighed Impact**
Roads where idling may occur; high use parking lots	5	0.00 ac.	0.00
Other roads; medium use parking lots	4	0.00 ac.	0.00
Other parking lots and driveways; flat roof asphalt rooftops	3	1.05ac.	3.15
Other rooftops; grassed areas mowed > twice per year; walkways / foot-traffic-only pavement	2	0.77 ac.	1.54
Non-grass landscaped areas; Stormwater treatment / storage systems	1	0.26 ac.	0.26
TOTAL		2.08 ac.	4.95

The corresponding post-redevelopment map can be viewed in Attachment 3 of this report. The pollutant ranking for the proposed site condition is 4.95 divided by 2.08 acres, or 2.38.

From Tables 1 & 2 above, the difference between the proposed pollutant ranking (2.38) and the previously approved (permitted) pollutant ranking (3.64) is -1.26. Per Table 3 in Chapter 500, a negative difference means that no additional treatment is required beyond what was already approved for a site subject to Stormwater Law, which had been conservatively designed.

Therefore, the proposed development is in compliance with the requirements set forth in the previously approved stormwater permit. This pollutant breakdown will also be submitted to DEP as part of the Stormwater Law amendment application in the upcoming weeks.

SOILS

Onsite soil information includes the following:

- Soil Conservation Service Medium Intensity Soil Survey for York County
- Geotechnical Report by Summit Geoengineering

The area within and surrounding the project includes soils types listed in the table below. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. Higher "K" values indicate more erodible soils.

Table 4 - "K" Value		
Soils Type	**Subsurface**	**Substratum**
Urban Land (Ur)	0.27	0.27

The soil "K" values for the soils, listed above, show a low to moderate susceptibility to erosion. The site's susceptibility to erosion is from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County. Although soil "K" values for the soils show a low susceptibility to erosion, implementation of the proposed Erosion & Sedimentation Measures by the contractor will be of the utmost importance, given the proximity to the Saco River.

Please refer to Section 11. for the Soils Section.

PHOSPHOROUS STANDARD

As the project is not located in a watershed of a lake most-at-risk, or a proposing development of any other lake watershed, the Phosphorous Standard does not apply to this project.

URBAN IMPAIRED STREAM STANDARD

As the project is not located in an urban impaired stream watershed, the Urban Impaired Stream Standard does not apply to this project.

FLOODING STANDARD

As part of the overall MERC parcel development stormwater design and DEP Stormwater Permit, the site requested and was granted a waiver from the Flooding Standard as the project stormwater runoff discharges directly to a major river segment (Saco River), and request that the waiver be extended. The plans are designed to be in accordance with the City's Land Development Regulations, Article IV: Performance Standards, Section 61: Stormwater Management.

CONCLUSION

With the previously approved conservative design of the existing subsurface stormwater treatment system, and proposed redevelopment pollutant rankings associated with the Lot 3 development, adequate treatment will be provided to the proposed site conditions. The project does not anticipate creating erosion, drainage, or runoff problems for the development, the City, or abutting properties. Please let me know if you have any questions or comments.

ATTACHMENTS

Attachment 1: Previously Approved DEP Stormwater Permit (L-10282-NJ-A-N & L-10282-NJ-C-A)
Attachment 2: Previously Approved Pollutant Rankings
Attachment 3: Post Redevelopment Map
Attachment 4: Post Watershed Map
Attachment 5: Stormwater Inspection & Maintenance Plan
Attachment 6: Hydraflow Report

Sincerely,

Peter Heil, P.E.
Senior Project Manager
Acorn Engineering, Inc.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

CITY OF BIDDEFORD &	) STORMWATER MANAGEMENT LAW
BIDDEFORD RIVERWALK	)
COMMUNITY 1, LLC	)
Biddeford, York County	)
PARKING GARAGE	)
L-10282-NJ-A-N (Approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D, and Chapter 500 (06-096 C.M.R. Chapter 500, last amended August 12, 2015) of the Department's Regulations, the Department of Environmental Protection has considered the application of CITY OF BIDDEFORD and BIDDEFORD RIVERWALK COMMUNITY 1, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-10282-05-A-N, dated December 19, 1984, the Department issued a permit to the City of Biddeford and the Maine Energy Recovery Company which approved the construction and operation of a refuse derived fuel solid waste disposal facility. The Department subsequently issued numerous solid waste permits including Department Order #S-10282-WG-AN-A, dated September 30, 2013, which was an amendment for the closure of the facility. The facility was subsequently demolished with the exception that the building foundation slabs were left in place; some of the building slabs have subsequently been used for parking. The property has a Department issued Commissioner's Certification of Completion of Remedial Actions Under A Voluntary Response Action Plan (VRAP). There are buried and capped PCB contaminated soils in the area adjacent to the river and the railroad. The parcel is located on the northeast corner of the intersection of Lincoln Street and Pearl Street in the City of Biddeford

B. Summary: The applicants propose to remove existing building foundation slabs, divide the parcel into two lots and construct a 44,895 square foot parking garage and a fire lane on Lot 2, which is a 1.63 acre lot in the approximate middle of the 7.28 acre parcel. The project also includes the construction of another fire lane and areas to be converted to lawn on Lot 1, which is 5.32 acres in size. Plan C-102 of the plan set shows an approximately 1.29 acre parking lot to the east of the proposed parking garage; most of this parking lot exists on old building foundation slabs. The applicants propose to reconstruct that parking lot to provide 114 parking spaces for use during construction of the parking garage.

When the parking garage construction is complete this parking lot will be removed and replaced with lawn, as shown on plan number C-102B titled "Biddeford Parking Garage, MERC Site, Biddeford, Maine, Site Plan Layout Phase B," prepared by Desman Design Management dated March 27, 2020. Any changes to this plan will require a modification of this permit. The project is shown on a set of plans submitted with the application and plan number C-104 is titled "Biddeford Parking Garage, MERC Site, Biddeford, ME, Site Plan-Grading and Utilities," prepared by Desman Design Management and dated March 9, 2020 with a most recent revision date on any of the plans of March 27, 2020.

The first 500 feet of Pearl Street, from the intersection with Lincoln Street, is proposed to be reconstructed as a 24-foot wide street with on street parking on the north side and eight-foot wide concrete sidewalks on both sides. The reconstruction of Pearl Street is considered to be a maintenance activity as defined by Chapter 500, § 3(R) and does not require approval from the Department.

The Department accepted a Natural Resources Protection Act (NRPA) Permit by Rule Notification Form (PBR #69437) on March 18, 2020, for activities associated with the proposed stormwater management system, shown on Plan C-102B, adjacent to the Saco River. The project will be constructed in accordance with Chapter 305, Section 2 of the Permit by Rule Standards.

C. Current Use of the Site: The site is bound by Lincoln Street to the west, Pearl Street to the south, the Saco River to the east and the Boston & Maine Railroad to the north. The site is partially occupied by the building foundation slabs that remain from the Maine Energy Recovery Company that are currently used as parking lots, gravel areas, surface parking areas, and a smoke stack with cell tower equipment.

2. STORMWATER STANDARDS:

The stormwater management system for the project has been designed to meet the stormwater management requirements for the proposed parking garage and fire lane on the 1.63 acre parcel identified as Lot 2 on Plan C-102, plus additional development on the remaining 5.65 acres. The City of Biddeford anticipates additional redevelopment on the parcel and has based the post development pollutant impact ranking calculations, the treatment level for the redevelopment project, and the sizing of the subsurface sand filter and R-Tanks to accommodate the development shown on Lots 1-4 on drawing number C-10 titled "Master Site Plan, Pearl Street & MERC Redevelopment for Fathom/BE Filter, LLC," prepared by Acorn Engineering and dated November 19, 2019. The design of the stormwater management system for the theoretical buildout of the entire parcel shown on Plan C-10 includes 6.94 acres of developed area of which 5.66 acres is impervious area. It lies within the watershed of the Saco River. The applicants submitted a stormwater management plan based on the Basic, General and Flooding Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of a subsurface sand filter with R-Tanks™.

This Order approves the stormwater management system, the proposed parking garage, the fire lanes and Pearl Street extended to the eastern fire lane.

Future development on other sections of the overall parcel, the applicants must submit a Stormwater Management application that shows the proposed project, a grading plan that includes the stormwater drainage system connections, the weighted average pollutant impact rating with supporting information for the portion of the parcel proposed to be developed, and other material to demonstrate that the proposed development will not change the percentage of developed area that must be treated.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicants submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Cumberland County Soil and Water Conservation District (CCSWCD).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicants submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by and revised in response to the comments of the CCSWCD. The applicants will be responsible for the maintenance of the stormwater management system.

Prior to use of the proposed parking garage, the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR.

Grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § (4)(B) provided that grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules and the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.

B. General Standards:

The applicants' stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential thermal impacts. The applicants are using treatment requirements for a redevelopment project as allowed under Chapter 500, § 4(C)(2)(d). The applicants calculated the existing and proposed pollutant impact rating using Table 2 in Chapter 500 and based on these calculations determined using Table 3 in Chapter 500 that 50 percent of development must be treated. The applicants propose to treat runoff from 70.8% of the proposed developed area on both lots.

The stormwater management system proposed by the applicants was reviewed by the CCSWCD and revised in response to comments from the CCSWCD. After a final review, the CCSWCD commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards.

Based on the stormwater system's design and CCSWCD's review, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the General Standards in Chapter 500, § 4(C)(2)(d).

C. Flooding Standard:

The applicants are proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20 from the U.S.D.A. Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving waters will not be increased as a result of stormwater runoff from the development site. The subsurface sand filter and R-Tank™ system will be connected to an existing storm drain in the east end of Pearl Street that discharges into the Saco River.

The CCSWCD commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F).

Based on the system's design and BLR's review, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site.

The Department further finds that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapter 500 of the Department's Regulations:

A. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided that grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules and that the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.

B. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards.

C. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 Flooding Standard.

D. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

THEREFORE, the Department APPROVES the above noted application of the CITY OF BIDDEFORD and BIDDEFORD RIVERWALK COMMUNITY 1, LLC to construct a stormwater management system for a parking garage and other development as described above in Biddeford, Maine, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this order, the applicants shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. The applicants shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department Order, particularly those conditions related to maintenance of the stormwater management system. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain

restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.

5. Grit, sediment and other materials removed from stormwater structures during maintenance activities shall be disposed of in compliance with the Maine Solid Waste Management Rules.

6. The applicants shall submit a copy of an executed long-term maintenance contract for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 8TH DAY OF APRIL, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
For: Gerald D. Reid, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L10282AN/ATS#85869

FILED
April 8, 2020
State of Maine
Board of Environmental Protection

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

(6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: November 2018 **Contact: (207) 287-2452**

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S. §§ 341-D(4) & 346; the *Maine Administrative Procedure Act*, 5 M.R.S. § 11001; and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed more than 30 calendar days after the date on which the Commissioner's decision was filed with the Board will be dismissed unless notice of the Commissioner's license decision was required to be given to the person filing an appeal (appellant) and the notice was not given as required.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. An appeal may be submitted by fax or e-mail if it contains a scanned original signature. It is recommended that a faxed or e-mailed appeal be followed by the submittal of mailed original paper documents. The complete appeal, including any attachments, must be received at DEP's offices in Augusta on or before 5:00 PM on the due date; materials received after 5:00 pm are not considered received until the following day. The risk of material not being received in a timely manner is on the sender, regardless of the method used. The appellant must also send a copy of the appeal documents to the Commissioner of the DEP; the applicant (if the appellant is not the applicant in the license proceeding at issue); and if a hearing was held on the application, any intervenor in that hearing process. All of the information listed in the next section of this information sheet must be submitted at the time the appeal is filed.

INFORMATION APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time the appeal is submitted:

1. *Aggrieved Status*. The appeal must explain how the appellant has standing to maintain an appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error*. The appeal must identify the specific findings of fact, conclusions regarding compliance with the law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing requirements that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested*. The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for public hearing must be filed as part of the notice of appeal, and must include an offer of proof in accordance with Chapter 2. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed evidence must be submitted with the appeal. The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered in an appeal only under very limited circumstances. The proposed evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Specific requirements for supplemental evidence are found in Chapter 2 § 24.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made easily accessible by the DEP. Upon request, the DEP will make application materials available during normal working hours, provide space to review the file, and provide an opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a license holder may proceed with a project pending the outcome of an appeal, but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, and will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, any materials submitted in response to the appeal, and relevant excerpts from the DEP's application review file will be sent to Board members with a recommended decision from DEP staff. The appellant, the license holder if different from the appellant, and any interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. The appellant and the license holder will have an opportunity to address the Board at the Board meeting. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452, or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

3 LINCOLN, LLC	) STORMWATER MANAGEMENT LAW
Biddeford, York County	)
3 LINCOLN STREET REDEVELOPMENT	) AMENDMENT
L-10282-NJ-C-A (Approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D, and Chapter 500 (06-096 C.M.R. ch.500, last amended August 12, 2015) of the Department's Regulations, the Department of Environmental Protection (Department) has considered the application of 3 LINCOLN, LLC (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-10282-05-A-N, dated December 19, 1984, the Department issued a permit to the City of Biddeford and the Maine Energy Recovery Company (MERC) which approved the construction and operation of a refuse derived fuel solid waste disposal facility. The Department subsequently issued numerous solid waste permits including Department Order #S-10282-WG-AN-A, dated September 30, 2013, which was an amendment for the closure of the facility. The facility was subsequently demolished except that some of the building foundation slabs were left in place and used for parking. The property has a Department issued Commissioner's Certification of Completion of Remedial Actions Under A Voluntary Response Action Plan. There are buried and capped contaminated soils in the area adjacent to the Saco River and the existing rail line.

The City of Biddeford, as part of its redevelopment master plan, split the 7.28-acre parcel into two lots. The proposed redevelopment was subject to review pursuant to 38 M.R.S. §§ 481 – 490, the Site Location of Development Law (Site Law), because the redeveloped site resulted in greater than three acres of stripped, graded and non-revegetated area. The City of Biddeford has municipal capacity to review Site Law applications pursuant to 38 M.R.S. § 488 (19); therefore, the proposed redevelopment project was exempt from Department review under the Site Law.

In Department Order #L-10282-NJ-A-N, dated April 8, 2020, the Department approved a stormwater management system for a redevelopment project consisting of a 44,895-square foot parking garage and a fire lane on Lot 2, and another fire lane and areas to be converted to lawn on Lot 1. The approved stormwater management system consisted of a subsurface sand filter with R-Tanks™ located at the base of the smokestack with the attached cellular tower equipment that was to remain at the site. The project is located on

the northeast corner of the intersection of Lincoln Street and Pearl Street in the City of Biddeford.

In Department Order #L-10282-NJ-B-M, dated January 5, 2021, the Department approved the relocation of portions of the subsurface sand filter and R-Tanks due to conflicts with subsurface communication lines, communication manholes, and subsurface concrete encased electric lines where the subsurface sand filter and R-Tanks were previously designed to be located.

B. Summary: The applicant proposes to subdivide the original 7.28-acre parcel into four lots and to redevelop Lot #3. Lot #3, which encompasses 2.08 acres, will be redeveloped with three buildings: Building A, an 85-unit, 17,802-square foot, residential/mixed use structure to be built over a new parking area; Building B, a 129-unit 17,337-square foot, residential building; and Building C, a 5,520-square foot commercial/restaurant building. Together with access drives and sidewalks, the overall development on Lot #3 will result in 2.08 acres of new redeveloped area, of which 1.44 acres will be new impervious area. Stormwater runoff from the redevelopment will be directed to the existing stormwater management system that serves the overall parcel. The project is shown on a set of plans, the first of which is titled "Pearl Street Redevelopment," prepared by Acorn Engineering, Inc., dated January 17, 2022, with the most recent revision date of November 7, 2022.

C. Current Use of the Site: The project site has been redeveloped. The MERC facility has been demolished and a parking garage has been built on Lot #2. Portions of the site have been stabilized as lawn until redevelopment plans receive Department and City approvals.

D. Title, Right, or Interest: An application must demonstrate that the applicant has title, right, or interest in the property proposed to be developed or used for the project sufficient for the nature and duration of the proposed development or use. The applicant submitted a Master Plan Development Agreement signed by the applicant and the City of Biddeford, dated November 17, 2020, that includes, in part, joint party responsibilities, limits of liability, and purchase options.

2. FINDING:

The proposed redevelopment project includes approximately 2.08 acres of new developed area, of which 1.44 acres are new impervious area. The applicant provided a revised Land Use and Pollutant Summary Table, in accordance with the General Standards contained in Chapter 500(4)(C)(2)(d) of the Department's *Stormwater Management* rules (06-096 C.M.R. ch. 500, effective August 12, 2015), and compared the results with the table used to calculate the conceptual redevelopment of the site as approved in Department Order #L-10282-NJ-A-N. The proposed project will result in less impervious area because of a reduction in the area to be used for parking and roads. The applicant determined that the proposed project will not require additional treatment beyond that which was approved in in Department Order #L-10282-NJ-A-N.

The applicant noted that the proposed project would still be eligible for the exemption to the Flooding Standard in Chapter 500(4)(F)(3) because runoff from the project site discharges directly to the Saco River, a major river segment.

Based on its review of the application, the Department finds the requested amendment to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions, and conditions remain as approved in in Department Order #L-10282-NJ-A-N, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapter 500 of the Department's Regulations:

A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity.

B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards.

THEREFORE, the Department APPROVES the above noted application of 3 LINCOLN, LLC to construct a stormwater management system as described above in Biddeford, Maine, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this order, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 28th DAY OF MARCH 2023.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

RLG/L10282CA/ATS90291

FILED
March 29th, 2023
State of Maine
Board of Environmental Protection

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

(6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

November 16, 2005 (revised August 15, 2015)

DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021 **Contact: (207) 314-1458**

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, 38 M.R.S. §§ 341-D(4) and 346; the Maine Administrative Procedure Act, 5 M.R.S. § 11001; and the DEP's *Rule Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status*. The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested*. The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in Chapter 2 § 24.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

REDEVELOPMENT POLLUTANT RANKING - BREAKDOWN OF SITE

Project: Biddeford Parking Garage
ATS:

Notes:
1. Lots 1-4 delineations are based loosely on the Lots shown on the Master Site Plan prepared by Acorn Engineering dated 11/19/19
2. The sum of the proposed areas calculated in Lots 1-4 can be found on the Redevelopment Pollutant Ranking worksheet dated 1/7/20 under 'Proposed Area & Use'

PROPOSED AREA & USE - LOT 1 (ASSUMED BASED ON MASTERPLAN)

Area	Proposed Area (sf)	Proposed Area (sf)	Proposed Pollutant Ranking	Weighed Impact	Comment
High Use Parking Lots	0	0.00	5	0.00	
Medium Use Parking Lots	68,971	1.58	4	6.33	85% assumed
Other Use Parking Lots/Driveways	0	0.00	3	0.00	
Rooftops	4,045	0.09	2	0.19	5% assumed
Walkways/Grassed Areas	6,086	0.14	2	0.28	7.5% assumed
Non-Grassed Landscaped Areas	2,040	0.05	1	0.05	2.5% assumed
	81,142	1.86		6.85	
	Verify that Existing Area = Proposed Area				

PROPOSED AREA & USE - LOT 2 (DESIGNED COVERAGE)

Area	Proposed Area (sf)	Proposed Area (sf)	Proposed Pollutant Ranking	Weighed Impact	Comment
High Use Parking Lots	45,380	1.04	5	5.21	parking garage top level and entry drive
Medium Use Parking Lots	0	0.00	4	0.00	
Other Use Parking Lots/Driveways	5,820	0.13	3	0.40	fire lane to east of garage
Rooftops	0	0.00	2	0.00	
Walkways/Grassed Areas	17,858	0.41	2	0.82	sidewalks and grass
Non-Grassed Landscaped Areas	1,870	0.04	1	0.04	landscape beds
	70,928	1.63		6.47	
	Verify that Existing Area = Proposed Area				

PROPOSED AREA & USE - LOT 3 (ASSUMED BASED ON MASTERPLAN)

Area	Proposed Area (sf)	Proposed Area (sf)	Proposed Pollutant Ranking	Weighed Impact	Comment
High Use Parking Lots	0	0.00	5	0.00	
Medium Use Parking Lots	88,247	2.03	4	8.10	85% assumed
Other Use Parking Lots/Driveways	0	0.00	3	0.00	
Rooftops	5,185	0.12	2	0.24	5% assumed
Walkways/Grassed Areas	7,787	0.18	2	0.36	7.5% assumed
Non-Grassed Landscaped Areas	2,601	0.06	1	0.06	2.5% assumed
	103,820	2.38		8.76	
	Verify that Existing Area = Proposed Area				

PROPOSED AREA & USE - LOT 4 (ASSUMED BASED ON MASTERPLAN)

Area	Proposed Area (sf)	Proposed Area (sf)	Proposed Pollutant Ranking	Weighed Impact	Comment
High Use Parking Lots	0	0.00	5	0.00	
Medium Use Parking Lots	3,907	0.09	4	0.36	8% assumed roundabout
Other Use Parking Lots/Driveways	5,780	0.13	3	0.40	12% assumed paved surfaces/cell tower
Rooftops	0	0.00	2	0.00	
Walkways/Grassed Areas	32,244	0.74	2	1.48	70% assumed grass and walkways
Non-Grassed Landscaped Areas	4,689	0.11	1	0.11	10% Landscape Beds
	46,620	1.07		2.34	
	Verify that Existing Area = Proposed Area				

PEARL STREET LOT 3 LAND USE AND POLLUTANT SUMMARY TABLE

LAND USE	COLOR	POLLUTANT RANKING	EXISTING AREA	WEIGHTED AVE. RANKING
ROADS WHERE IDLING MAY OCCUR PERIODICALLY DUE TO TRAFFIC AND INTERSECTIONS; HIGH USE PARKING LOTS		5	0.00 AC	0.00
OTHER ROADS; MEDIUM USE PARKING LOTS		4	0.00 AC	0.00
OTHER PARKING LOTS AND DRIVEWAYS; FLAT ASPHALT ROOFTOPS; ROOFS ON AN INDUSTRIAL FACILITY		3	1.05 AC	3.15
OTHER ROOFTOPS; BIKEWAYS; GRASSED AREAS MOWED MORE THAN TWICE PER YEAR; WALKWAYS / FOOT TRAFFIC-ONLY PAVEMENT		2	0.77 AC	1.54
NON-GRASS LANDSCAPED AREAS; STORMWATER TREATMENT / STORAGE SYSTEMS (EXCEPT BUFFERS)		1	0.26 AC	0.26
TOTAL			2.08 AC	4.95

20 0 20 40

SCALE: 1" = 20'

DRAFT
NOTE ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25
COMMENT RESPONSE	PFH 9/5/25

DRAWING NAME: **POST REDEVELOPMENT MAP**

PROJECT NAME/ADDRESS: **PEARL STREET (LOT 3) REDEVELOPMENT**
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THESE PLANS BY ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF ACORN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 MAIN STREET, SACO, MAINE 04101
PO BOX 3257 (207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
9/6/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.

EX-3

NOTE:

1. REFER TO STORMWATER REPORT AND SHEET C-30 FOR MORE INFORMATION.

FLOW LINE

SUBCATCHMENT WITH TREATMENT EXTENTS

BUILDING A

BUILDING B

BUILDING C

BUILDING D

HIGH SPOT: 56.70'

EXISTING SUBSURFACE STORMWATER SYSTEM TO REMAIN

20 0 20 40

SCALE: 1" = 20'

PERMITTING
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SKETCH PLAN	PFH 10/23/24
PRELIMINARY	PFH 10/20/22
DEP SW AMENDMENT	PFH 11/7/22
SRCC	PFH 1/4/23
FINAL SITE PLAN	PFH 7/11/23
SITE PLAN AMENDMENT	PFH 6/11/25

DRAWING NAME: **POST WATERSHED MAP**

PROJECT NAME/ADDRESS: **PEARL STREET (LOT 3) REDEVELOPMENT**
PEARL STREET, BIDDEFORD, MAINE

OWNER OF RECORD: 3 LINCOLN, LLC
80 EXCHANGE STREET, SUITE 400, PORTLAND, ME, 04101

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY MODIFICATIONS MADE BY ANYONE OTHER THAN ACORN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
ENGINEERING
PO BOX 3427 PEABODY, MA 01961 (207) 775-2655

FILE:	1124_CIVIL
JN:	1124
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
PETER F. HEIL
15318
6/11/25
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.

EX-1

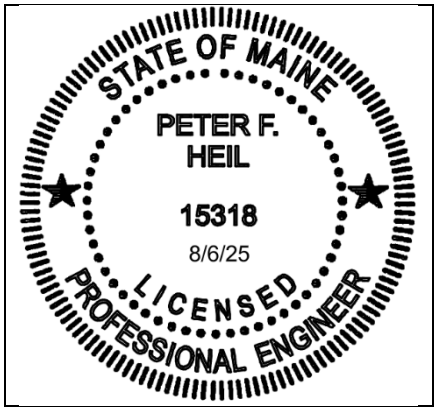
POST CONSTRUCTION - STORMWATER INSPECTION & MAINTENANCE PLAN

Prepared For:

3 Lincoln, LLC
80 Exchange Street, Suite 400
Portland Maine 04101

Prepared By:

Acorn Engineering, Inc.
16 Middle Street, Suite 302
Portland, Maine 04101



August 2025

ACORN ENGINEERING, INC.

RESPONSIBLE PARTY

The owner, 3 Lincoln, LLC. and/or their successor shall be responsible for contracting with a qualified stormwater professional to implement the Inspection and Maintenance Plan. The qualified stormwater professional shall maintain a stormwater log (report) summarizing inspections, maintenance, and corrective action taken. The Qualified Stormwater Professional shall conduct an annual inspection and provide, on or by March 1st of each year, a copy of the inspection report and a completed and signed certification to the enforcement authority in a form approved by the City Engineer.

The following is an example of a qualified stormwater professional that the owner may contract through.

Organization: Acorn Engineering, Inc.
Peter F. Heil, PE, CPESC
Portland, Maine

Phone: (207) 775-2655

Qualifications:

- Maine Professional Engineering License #15318
- Maine DEP - Certified Third-Party Inspector
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #7071

The inspection and maintenance criteria is based upon the Maine DEP - Stormwater Management for Maine, Volume III: BMPs Technical Design Manual and City of Biddeford Code of Ordinances Chapter 34, Article VI Post-Construction Stormwater Discharge.

PURPOSE

This Inspection and Maintenance Plan has been individually tailored to this parcel's stormwater infrastructure, site characteristics, and their respective opportunities and limitations related to reducing the pollutant load on the receiving watershed. The maintenance of a parcel's impervious surfaces and stormwater infrastructure is critical to extending the long-term performance and effectiveness of Best Management Practices (BMPs). The Inspection and Maintenance Plan represents the parcel's minimum activities to meet the permit requirements. The parcel shall still be subject to any applicable Civil Site Plans, Permit Applications, Erosion and Sedimentation Control Plans Reports, Stormwater Management Plans, Inspection and Maintenance Manuals, and all Municipal, State, and Federal rules.

The applicant shall be responsible for retaining post construction and maintenance documents for at least 5 years. The Department of Environmental Protection's 5-year recertification will apply to

this permit.

OPERATION AND MAINTENANCE ACTIVITY

A storm size of 0.5-inch or greater rainfall in 24 hours is considered a storm event that triggers a post-construction inspection of the below BMP's.

Sweeping:

Annual sweeping of the driveways and parking areas following the snow melt for accumulated winter sand, if necessary. Appropriately dispose of all collected material.

Catch Basins/Field Inlets:

Catch basins shall be inspected to confirm that the structure is operating properly.

- Inspect the presence of accumulated sediment or debris any sediment shall be removed. The equipment shall meet the following minimum specifications; power jet and water source for washing down the storm drain, vacuum attachment for catch basin cleaning, and a liquid handling method to dewater the material.
- Sediment shall be removed when accumulation is within 6 inches of the outfall pipe invert. Legally dispose of accumulated sediment and debris from the bottom of the basin, inlet grates, and inflow channels to the basin.
- If the basin outlet is designed with a hood to trap floatable materials (e.g. Snout), check to ensure watertight seal is working.
- If the basin outlet is designed to trap floatable materials, then remove the floating debris and any floating oils (using oil-absorptive pads).
- Appropriately dispose of all collected material.

Landscaped and Vegetated Areas:

Inspect all landscaped and or vegetated slopes and embankments on an annual basis. Vegetated areas with bare areas or sparse growth (<90% coverage) shall be revegetated. Mulch shall be applied to landscaped areas, as necessary. Dead or decaying landscaping (ground cover, shrubs, trees etc.) shall be replanted in accordance with the contract documents.

INSPECTION AND MAINTENANCE TABLE

Inspection and Maintenance Frequency	Spring or Yearly	Summer	Fall	As Necessary
Sweeping	X			X
Catch Basins/Field Inlets	X			X
Landscaped/Vegetated Areas	X			X

OFF-SITE STORMWATER FACILITIES

The proposed stormwater infrastructure on site will be directed to a network of storm drains and tie into the existing stormwater treatment system located primarily on Lot 4. See attached subdivision

PLAT for more information regarding the applicant's sufficient property interest in the property where the off-site facility is located.

Stormwater Control BMP Inspection Log

CATCH BASINS & FIELD INLETS			
Location: There are catch basins and field inlets located in various locations through out the site.		**Latitude:**	43.496106
		Longitude:	-70.454292
Description of Located Point:		**Inspector:**	
		Date of Inspection:	
		Weather Conditions:	
DOT Region:			
MATS Asset Number:	**WIN:**	**Design Drawings:**	

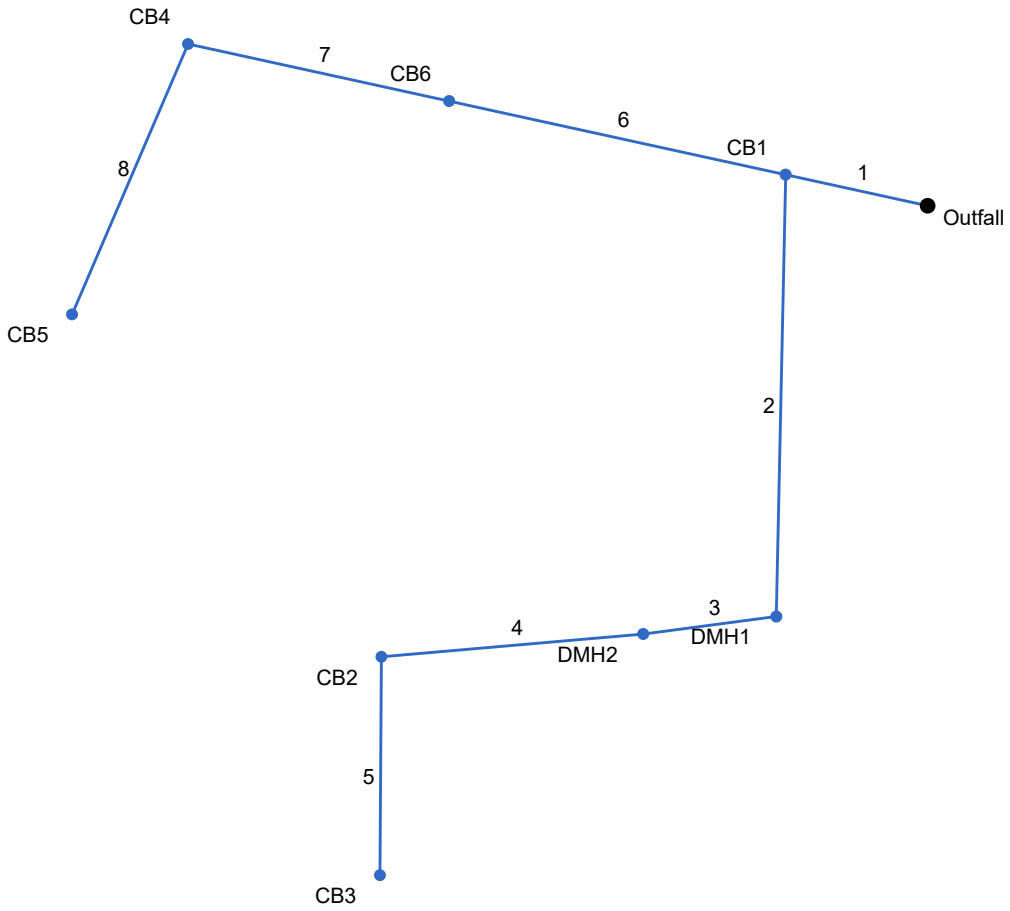
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Catch Basins							
Catch basin/Field inlet is working properly and is free of debris and sediment	☐	☑	☐	☑ Yes ☐ No ☐ N/A			
Basin outlet hood (if any) is working properly.	☐	☑	☐	☐ Yes ☐ No ☐ N/A			
Inter-basin storm drain is functioning properly and free of sediment and debris.	☐	☑	☐	☐ Yes ☐ No ☐ N/A			
Sediment sacks and hydrocarbon absorptive pads are working properly.	☐	☐	☑	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☑	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☑	☐				Photographs are attached.
Additional Comments:							

Stormwater Control BMP Inspection Log

VEGETATED AREAS:							
Location: Various areas within the site					**Latitude:**		43.496106
					Longitude:		-70.454292
Description of Located Point:					**Inspector:**		
					Date of Inspection:		
					Weather Conditions:		
DOT Region:							
MATS Asset Number:		**WIN:**			**Design Drawings:**		

Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Embankments							
Slopes and embankments are in good condition.	☑	☐	☑	☐ Yes ☐ No ☐ N/A			
Site is free of rill erosion	☑	☐	☑	☐ Yes ☐ No ☐ N/A			
General							
Site is free of locations with less than 90% vegetative cover	☑	☐	☑	☐ Yes ☐ No ☐ N/A			
Plantings are capable of withstanding concentrated flows	☑	☐	☑	☐ Yes ☐ No ☐ N/A			
Access to facility is adequate	☑	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☑	☐	☐				Photographs are attached.
Additional Comments:							

Hydraflow Storm Sewers Plan



Project File: Hydraflow - Site Plan Submission.stm	Number of lines: 8	Date: 07-31-2025

Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data								Line ID
	Dnstr line No.	Line length (ft)	Defl angle (deg)	Junc type	Known Q (cfs)	Drng area (ac)	Runoff coeff (C)	Inlet time (min)	Invert El Dn (ft)	Line slope (%)	Invert El Up (ft)	Line size (in)	Line shape	N value (n)	J-loss coeff (K)	Inlet/ Rim El (ft)	
1	End	62	-175	DrGrt	0.00	0.24	0.68	6.0	50.68	0.76	51.15	24	Cir	0.010	1.50	57.25	1
2	1	77	-92	MH	0.00	0.00	0.00	0.0	51.15	0.51	51.54	24	Cir	0.010	1.00	58.15	2
3	2	58	84	MH	0.00	0.31	0.75	6.0	51.64	0.50	51.93	24	Cir	0.010	0.15	57.05	3
4	3	114	1	DrGrt	0.00	0.60	0.75	6.0	52.03	0.59	52.70	18	Cir	0.010	1.50	56.50	4
5	4	38	-87	DrGrt	0.00	0.09	0.75	6.0	52.80	0.50	52.99	15	Cir	0.010	1.00	56.30	5
6	1	147	0	DrGrt	0.00	0.39	0.90	6.0	51.15	0.65	52.10	24	Cir	0.010	0.50	59.40	6
7	6	114	0	DrGrt	0.00	0.02	0.79	6.0	52.20	0.79	53.10	24	Cir	0.010	1.17	59.50	7
8	7	69	-48	DrGrt	0.00	0.21	0.77	6.0	54.15	0.51	54.50	24	Cir	0.010	1.00	59.70	8

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line slope (%)	HGL down (ft)	HGL up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns line No.	Junction Type
1	1	10.63	24	Cir	62	50.68	51.15	0.758	52.68	52.68	0.40	53.08	End	DropGrate
2	2	3.82	24	Cir	77	51.15	51.54	0.506	53.31	53.32	0.03	53.34	1	Manhole
3	3	3.82	24	Cir	58	51.64	51.93	0.500	53.34	53.34	0.01	53.35	2	Manhole
4	4	3.82	18	Cir	114	52.03	52.70	0.588	53.35	53.45	n/a	53.84 i	3	DropGrate
5	5	0.50	15	Cir	38	52.80	52.99	0.500	53.84	53.84	0.00	53.84	4	DropGrate
6	6	3.90	24	Cir	147	51.15	52.10	0.646	53.27	53.27	0.03	53.31	1	DropGrate
7	7	1.31	24	Cir	114	52.20	53.10	0.789	53.37	53.51	n/a	53.64 i	6	DropGrate
8	8	1.19	24	Cir	69	54.15	54.50	0.507	54.47	54.89	n/a	55.01 i	7	DropGrate

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Run Date: 07-31-2025

NOTES: Return period = 25 Yrs. ; i - Inlet control.

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	62	0.24	1.86	0.68	0.16	1.44	6.0	6.0	7.4	10.63	25.60	3.75	24	0.76	50.68	51.15	52.68	52.68	57.18	57.25	1
2	1	77	0.00	1.00	0.00	0.00	0.75	0.0	6.0	7.4	3.82	20.93	1.25	24	0.51	51.15	51.54	53.31	53.32	57.25	58.15	2
3	2	58	0.31	1.00	0.75	0.23	0.75	6.0	6.0	7.4	3.82	20.79	1.48	24	0.50	51.64	51.93	53.34	53.34	58.15	57.05	3
4	3	114	0.60	0.69	0.75	0.45	0.52	6.0	6.0	7.4	3.82	10.47	3.34	18	0.59	52.03	52.70	53.35	53.45	57.05	56.50	4
5	4	38	0.09	0.09	0.75	0.07	0.07	6.0	6.0	7.4	0.50	5.94	0.51	15	0.50	52.80	52.99	53.84	53.84	56.50	56.30	5
6	1	147	0.39	0.62	0.90	0.35	0.53	6.0	6.0	7.4	3.90	23.64	1.64	24	0.65	51.15	52.10	53.27	53.27	57.25	59.40	6
7	6	114	0.02	0.23	0.79	0.02	0.18	6.0	6.0	7.4	1.31	26.13	1.78	24	0.79	52.20	53.10	53.37	53.51	59.40	59.50	7
8	7	69	0.21	0.21	0.77	0.16	0.16	6.0	6.0	7.4	1.19	20.94	3.20	24	0.51	54.15	54.50	54.47	54.89	59.50	59.70	8

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Run Date: 07-31-2025

NOTES: Intensity = 40.35 / (Inlet time + 3.90) ^ 0.74; Return period = 25 Yrs. ; Total flows limited to inlet captured flows. ; Pipe travel time suppressed. ; c = cir e = ellip b = box

MyReport

Line No.	Area Dn (sqft)	Area Up (sqft)	Energy Loss (ft)	Coeff C1 (C)	Coeff C2 (C)	Coeff C3 (C)	Capac Full (cfs)	Crit Depth (ft)	Cross Sl, Sw (ft/ft)	Cross Sl, Sx (ft/ft)	Curb Len (ft)	Defl Ang (Deg)	Depth Dn (ft)	Depth Up (ft)	DnStm Ln No	Drng Area (ac)	Easting X (ft)	EGL Dn (ft)	EGL Up (ft)	EGL Jnct (ft)	Energy Loss (ft)	
1	3.14	2.58	0.087	0.20	0.50	0.90	25.60	1.15	0.020	0.020	....	-175	2.00	1.53	Outfall	0.24	380.56	52.86	52.95	53.34	0.087	
2	3.14	2.95	0.012	0.20	0.50	0.90	20.93	0.69	....	....	....	-92	2.00	1.78	1	0.00	376.53	53.33	53.34	53.37	0.012	
3	2.85	2.37	0.011	0.20	0.50	0.90	20.79	0.69	....	....	....	84	1.70	1.41	2	0.31	318.61	53.37	53.38	53.39	0.011	
4	1.64	0.88	0.409	0.20	0.50	0.90	10.47	0.75	0.020	0.020	....	1	1.32	0.75**	3	0.60	204.68	53.43	53.74 i	53.84	0.409	
5	1.09	0.89	0.002	0.20	0.50	0.90	5.94	0.28	0.020	0.020	....	-87	1.04	0.85	4	0.09	204.01	53.84	53.84	53.85	0.002	
6	3.14	1.92	0.044	0.20	0.50	0.90	23.64	0.70	0.020	0.020	....	0	2.00	1.17	1	0.39	234.12	53.29	53.34	53.37	0.044	
7	1.90	0.46	0.262	0.20	0.50	0.90	26.13	0.41	0.020	0.020	....	0	1.17	0.41**	6	0.02	120.55	53.37	53.63 i	53.64	0.262	
8	0.33	0.43	0.333	0.20	0.50	0.90	20.94	0.39	0.020	0.020	....	-48	0.32	0.39**	7	0.21	70.09	54.68	55.01 i	55.01	0.333	

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

NOTES: i Inlet control; ** Critical depth ; System flows limited to inlet captured flows.

MyReport

Flow Rate (cfs)	Sf Ave (%)	Sf Dn (%)	Grate Area (sqft)	Grate Len (ft)	Grate Width (ft)	Gnd/Rim El Dn (ft)	Gnd/Rim El Up (ft)	Gutter Depth (ft)	Gutter Slope (ft/ft)	Gutter Spread (ft)	Gutter Width (ft)	HGL Dn (ft)	HGL Up (ft)	HGL Jnct (ft)	HGL Jmp Dn (ft)	Hw (ft)	HGL Jmp Up (ft)	Incr CxA	Incr Q (cfs)	Inlet Depth (ft)	Inlet Eff (%)	
10.63	0.140	0.131	4.00	2.00	2.00	57.18	57.25	0.25	Sag	26.52	2.00	52.68	52.68	53.08	....	1.93	....	0.16	1.20	0.25	100	
3.82	0.016	0.017	....	....	....	57.25	58.15	....	....	....	....	53.31	53.32	53.34	....	1.80	....	0.00	0.00	....	....	
3.82	0.020	0.016	....	....	....	58.15	57.05	....	....	....	....	53.34	53.34	53.35	....	1.42	....	0.23	1.71	....	....	
3.82	n/a	n/a	4.00	2.00	2.00	57.05	56.50	0.27	Sag	28.72	2.00	53.35	53.45 j	53.84 i	53.30	1.14	53.09	0.45	3.32	0.27	100	
0.50	0.004	0.003	2.00	2.00	2.00	56.50	56.30	0.08	Sag	9.54	2.00	53.84	53.84	53.84	....	0.85	....	0.07	0.50	0.08	100	
3.90	0.030	0.018	4.00	2.00	2.00	57.25	59.40	0.23	Sag	24.64	2.00	53.27	53.27	53.31	....	1.21	....	0.35	2.59	0.23	100	
1.31	n/a	n/a	4.00	2.00	2.00	59.40	59.50	0.03	Sag	4.86	2.00	53.37	53.51 j	53.64 i	53.33	0.54	53.16	0.02	0.12	0.03	100	
1.19	n/a	n/a	4.00	2.00	2.00	59.50	59.70	0.13	Sag	15.50	2.00	54.47	54.89	55.01 i	....	0.51	....	0.16	1.19	0.13	100	

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

NOTES: i Inlet control; ** Critical depth ; System flows limited to inlet captured flows.

MyReport

Inlet ID	Inlet Loc	Inlet Spread (ft)	Inlet Time (min)	i Sys (in/hr)	i Inlet (in/hr)	Invert Dn (ft)	Invert Up (ft)	Jump Loc (ft)	Jump Len (ft)	Vel Hd Jmp Dn (ft)	Vel Hd Jmp Up (ft)	J-Loss Coeff	Junct Type	Known Q (cfs)	Cost RCP ($)	Cost CMP ($)	Cost PVC ($)	
CB1	Sag	26.52	6.0	7.37	7.37	50.68	51.15	....	....	0.00	0.00	1.50	Dp-Grate	0.00	3,354	3,019	2,851	
DMH1	Sag	....	0.0	7.37	0.00	51.15	51.54	....	....	0.00	0.00	1.00	MH	0.00	4,134	3,721	3,514	
DMH2	Sag	....	6.0	7.37	7.37	51.64	51.93	....	....	0.00	0.00	0.15	MH	0.00	2,840	2,556	2,414	
CB2	Sag	28.72	6.0	7.37	7.37	52.03	52.70	68.40	4.36	0.20	0.44	1.50	Dp-Grate	0.00	4,508	4,057	3,832	
CB3	Sag	9.54	6.0	7.37	7.37	52.80	52.99	....	....	0.00	0.00	1.00	Dp-Grate	0.00	1,240	1,116	1,054	
CB6	Sag	24.64	6.0	7.37	7.37	51.15	52.10	....	....	0.00	0.00	0.50	Dp-Grate	0.00	7,774	6,997	6,608	
CB4	Sag	4.86	6.0	7.37	7.37	52.20	53.10	79.80	2.49	0.07	0.29	1.17	Dp-Grate	0.00	6,058	5,452	5,149	
CB5	Sag	15.50	6.0	7.37	7.37	54.15	54.50	....	....	0.00	0.00	1.00	Dp-Grate	0.00	3,156	2,840	2,683	

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

NOTES: Intensity = 40.35 / (Inlet time + 3.90) ^ 0.74 -- Return period = 25 Yrs. ; i Inlet control; ** Critical depth ; System flows limited to inlet captured flows.

MyReport

Line ID	Line Length (ft)	Line Size (in)	Line Slope (%)	Line Type	Local Depr (in)	n-val Gutter	n-val Pipe	Minor Loss (ft)	Northing Y (ft)	Pipe Travel (min)	Q Byp (cfs)	Q Capt (cfs)	Q Carry (cfs)	Line Rise (in)	Runoff Coeff (C)	Line Span (in)	Area A1 (ac)	Area A2 (ac)	Area A3 (ac)	Tc (min)
1	62	24	0.76	Cir	....	....	0.010	0.40	178.18	0.00	0.00	2.92	1.71	24	0.68	24	0.00	0.00	0.00	6.0
2	77	24	0.51	Cir	....	....	0.010	0.03	101.29	0.00	....	....	....	24	0.00	24	0.00	0.00	0.00	6.0
3	58	24	0.50	Cir	....	....	0.010	0.01	98.25	0.00	....	....	....	24	0.75	24	0.00	0.00	0.00	6.0
4	114	18	0.59	Cir	....	....	0.010	n/a	94.27	0.00	0.00	3.32	0.00	18	0.75	18	0.00	0.00	0.00	6.0
5	38	15	0.50	Cir	....	....	0.010	0.00	56.28	0.00	0.00	0.50	0.00	15	0.75	15	0.00	0.00	0.00	6.0
6	147	24	0.65	Cir	....	....	0.010	0.03	190.99	0.00	0.00	2.59	0.00	24	0.90	24	0.00	0.00	0.00	6.0
7	114	24	0.79	Cir	....	....	0.010	n/a	200.93	0.00	0.00	0.12	0.00	24	0.79	24	0.00	0.00	0.00	6.0
8	69	24	0.51	Cir	....	....	0.010	n/a	153.87	0.00	0.00	1.19	0.00	24	0.77	24	0.00	0.00	0.00	6.0

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

NOTES: i Inlet control; ** Critical depth ; System flows limited to inlet captured flows.

MyReport

Throat Ht (in)	Total Area (ac)	Total CxA	Total Runoff (cfs)	Vel Ave (ft/s)	Vel Dn (ft/s)	Vel Hd Dn (ft)	Vel Hd Up (ft)	Vel Up (ft/s)	Cover Dn (ft)	Cover Up (ft)	Storage (cft)
....	1.86	1.44	10.63	3.75	3.38	0.18	0.26	4.12	4.50	4.10	180.46
....	1.00	0.75	5.53	1.25	1.21	0.02	0.03	1.29	4.10	4.61	238.77
....	1.00	0.75	5.53	1.48	1.34	0.03	0.04	1.61	4.51	3.12	151.74
....	0.69	0.52	3.82	3.34	2.32	0.08	0.29	4.35	3.52	2.30	146.23
....	0.09	0.07	0.50	0.51	0.46	0.00	0.00	0.56	2.45	2.06	37.68
....	0.62	0.53	3.90	1.64	1.24	0.02	0.06	2.03	4.10	5.30	394.98
....	0.23	0.18	1.31	1.78	0.69	0.01	0.13	2.87	5.20	4.40	131.96
....	0.21	0.16	1.19	3.20	3.61	0.20	0.12	2.80	3.35	3.20	26.06

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Date: 07-31-2025

NOTES: i Inlet control; ** Critical depth ; System flows limited to inlet captured flows.

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
1	24	10.63	50.68	52.68	2.00	3.14	3.38	0.18	52.86	0.131	62	51.15	52.68	1.53	2.58	4.12	0.26	52.95	0.150	0.140	0.087	1.50	0.40
2	24	3.82	51.15	53.31	2.00	3.14	1.21	0.02	53.33	0.017	77	51.54	53.32	1.78	2.95	1.29	0.03	53.34	0.015	0.016	0.012	1.00	0.03
3	24	3.82	51.64	53.34	1.70	2.85	1.34	0.03	53.37	0.016	58	51.93	53.34	1.41	2.37	1.61	0.04	53.38	0.024	0.020	0.011	0.15	0.01
4	18	3.82	52.03	53.35	1.32	1.64	2.32	0.08	53.43	n/a	114	52.70	53.45 j	0.75**	0.88	4.35	0.29	53.74i	n/a	n/a	n/a	1.50	n/a
5	15	0.50	52.80	53.84	1.04	1.09	0.46	0.00	53.84	0.003	38	52.99	53.84	0.85	0.89	0.56	0.00	53.84	0.005	0.004	0.002	1.00	0.00
6	24	3.90	51.15	53.27	2.00	3.14	1.24	0.02	53.29	0.018	147	52.10	53.27	1.17	1.92	2.03	0.06	53.34	0.042	0.030	0.044	0.50	0.03
7	24	1.31	52.20	53.37	1.17	1.90	0.69	0.01	53.37	n/a	114	53.10	53.51 j	0.41**	0.46	2.87	0.13	53.63i	n/a	n/a	n/a	1.17	n/a
8	24	1.19	54.15	54.47	0.32*	0.33	3.61	0.20	54.68	n/a	69	54.50	54.89	0.39**	0.43	2.80	0.12	55.01i	n/a	n/a	n/a	1.00	n/a

Project File: Hydraflow - Site Plan Submission.stm | Number of lines: 8 | Run Date: 07-31-2025

Notes: * Normal depth assumed.; ** Critical depth.; j-Line contains hyd. jump. ; c = cir e = ellip b = box

Hydraflow HGL Computation Procedure

General Procedure: Hydraflow computes the HGL using the Bernoulli energy equation. Manning's equation is used to determine energy losses due to pipe friction. In a standard step, iterative procedure, Hydraflow assumes upstream HGLs until the energy equation balances. If the energy equation cannot balance, supercritical flow exists and critical depth is temporarily assumed at the upstream end. A supercritical flow Profile is then computed using the same procedure in a downstream direction using momentum principles. The computed HGL is checked against inlet control.

Col. 1 The line number being computed. Calculations begin at Line 1 and proceed upstream.

Col. 2 The line size. In the case of non-circular pipes, the line rise is printed above the span.

Col. 3 Total flow rate in the line.

Col. 4 The elevation of the downstream invert.

Col. 5 Elevation of the hydraulic grade line at the downstream end. This is computed as the upstream HGL + Minor loss of this line's downstream line.

Col. 6 The downstream depth of flow inside the pipe (HGL - Invert elevation) but not greater than the line size.

Col. 7 Cross-sectional area of the flow at the downstream end.

Col. 8 The velocity of the flow at the downstream end, (Col. 3 / Col. 7).

Col. 9 Velocity head (Velocity squared / 2g).

Col. 10 The elevation of the energy grade line at the downstream end, HGL + Velocity head, (Col. 5 + Col. 9).

Col. 11 The friction slope at the downstream end (the S or Slope term in Manning's equation).

Col. 12 The line length.

Col. 13 The elevation of the upstream invert.

Col. 14 Elevation of the hydraulic grade line at the upstream end.

Col. 15 The upstream depth of flow inside the pipe (HGL - Invert elevation) but not greater than the line size.

Col. 16 Cross-sectional area of the flow at the upstream end.

Col. 17 The velocity of the flow at the upstream end, (Col. 3 / Col. 16).

Col. 18 Velocity head (Velocity squared / 2g).

Col. 19 The elevation of the energy grade line at the upstream end, HGL + Velocity head, (Col. 14 + Col. 18) .

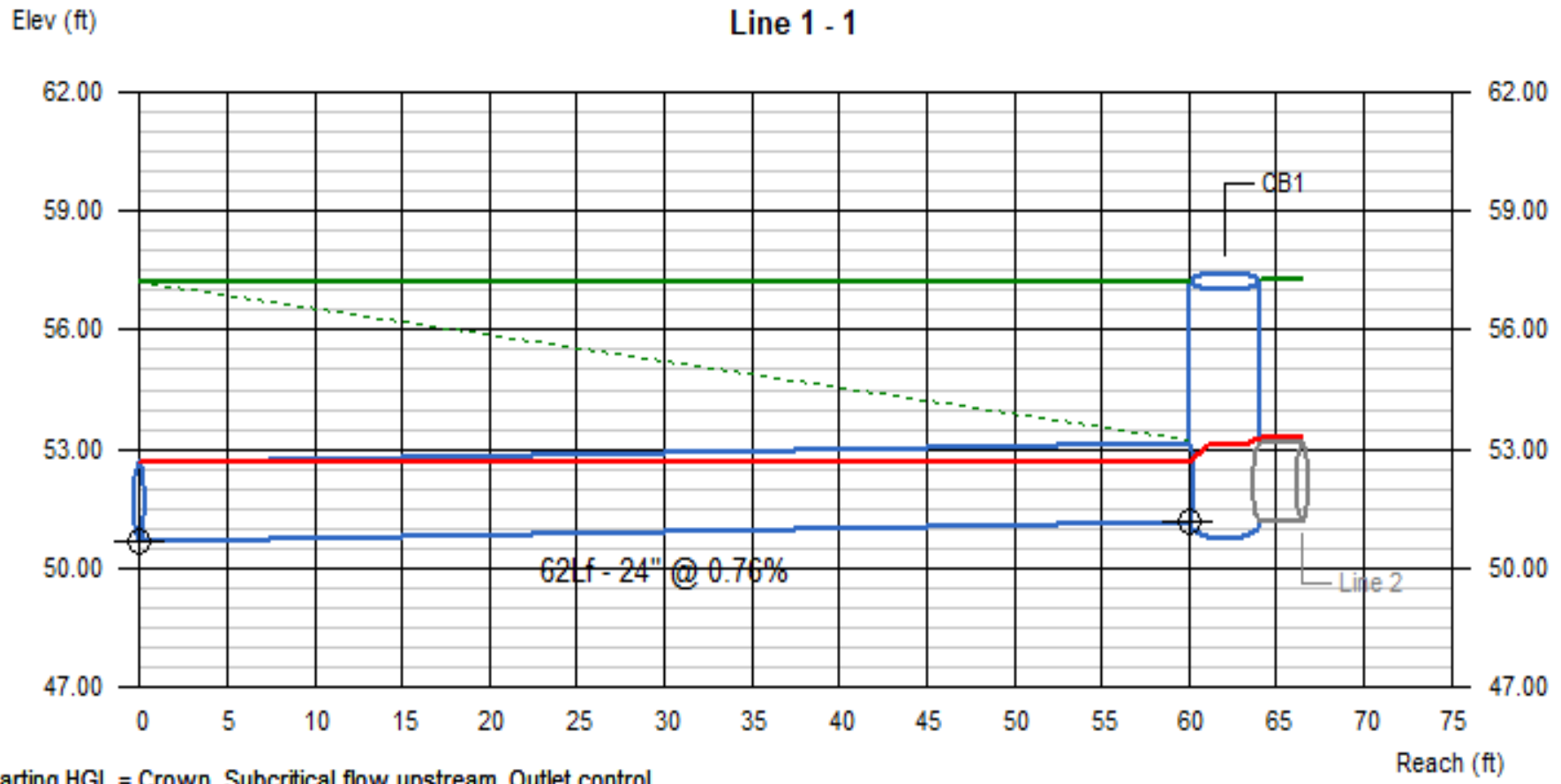
Col. 20 The friction slope at the upstream end (the S or Slope term in Manning's equation).

Col. 21 The average of the downstream and upstream friction slopes.

Col. 22 Energy loss. Average Sf/100 x Line Length (Col. 21/100 x Col. 12). Equals (EGL upstream - EGL downstream) +/- tolerance.

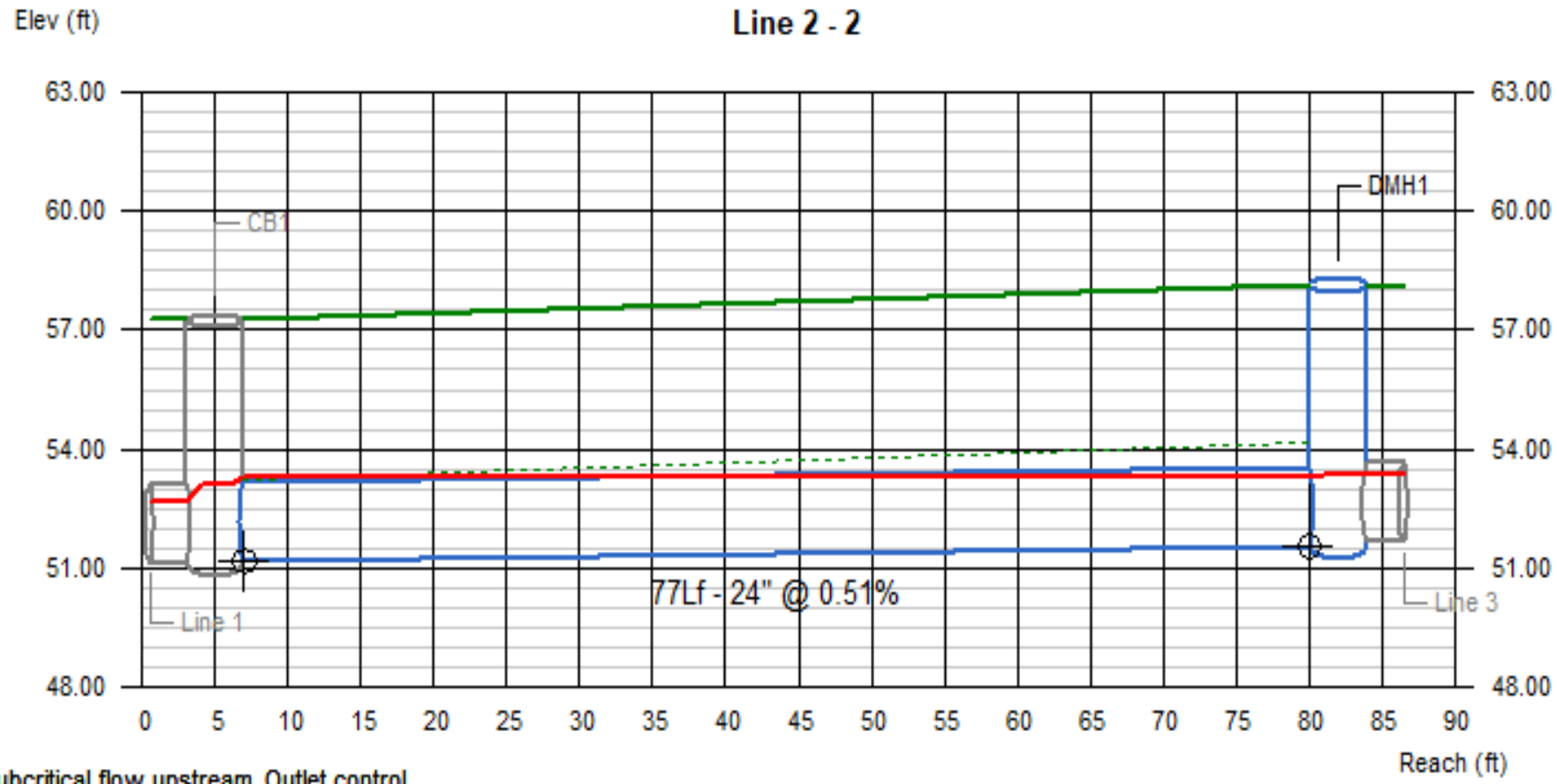
Col. 23 The junction loss coefficient (K).

Col. 24 Minor loss. (Col. 23 x Col. 18). Is added to upstream HGL and used as the starting HGL for the next upstream line(s).

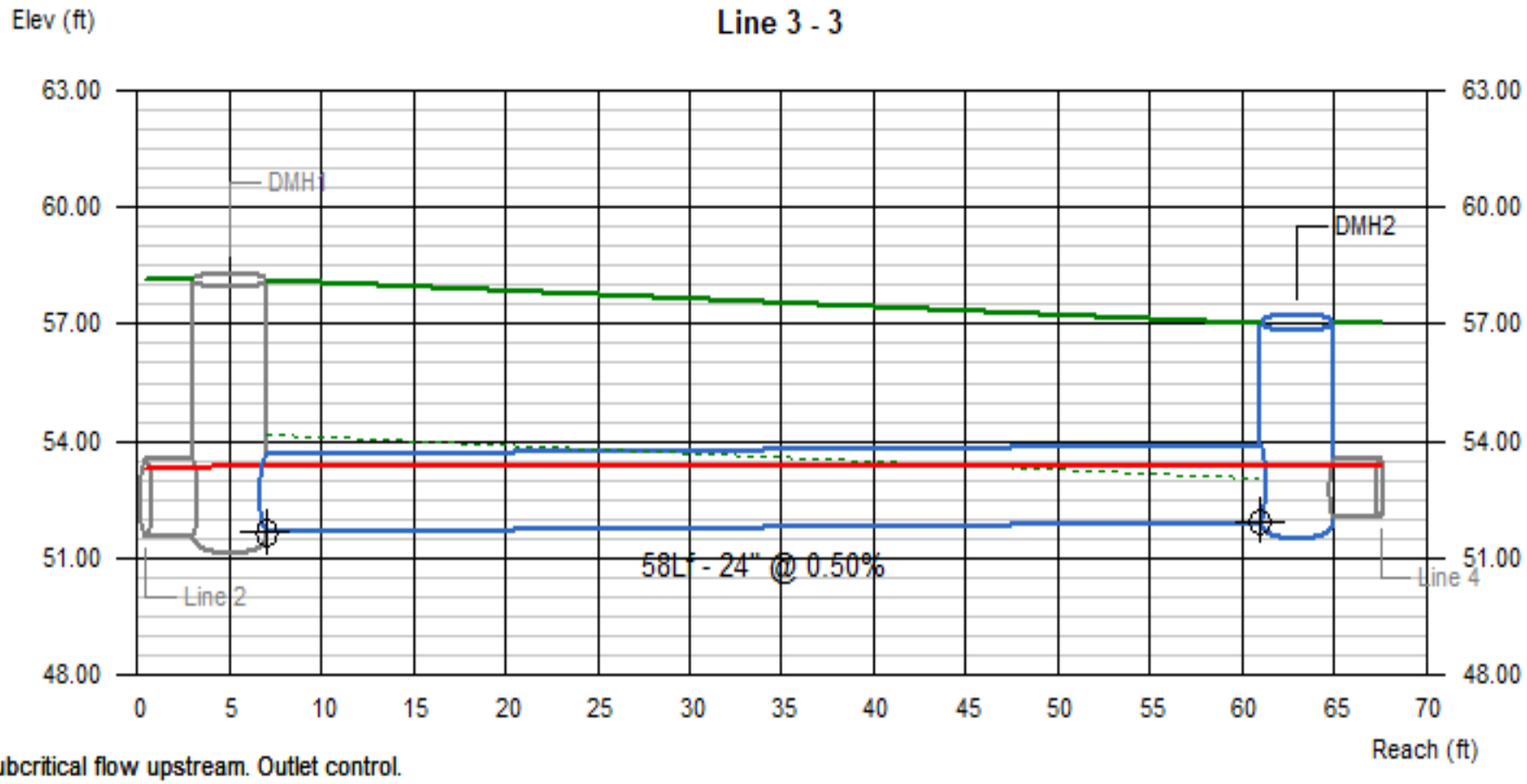


Starting HGL = Crown. Subcritical flow upstream. Outlet control.

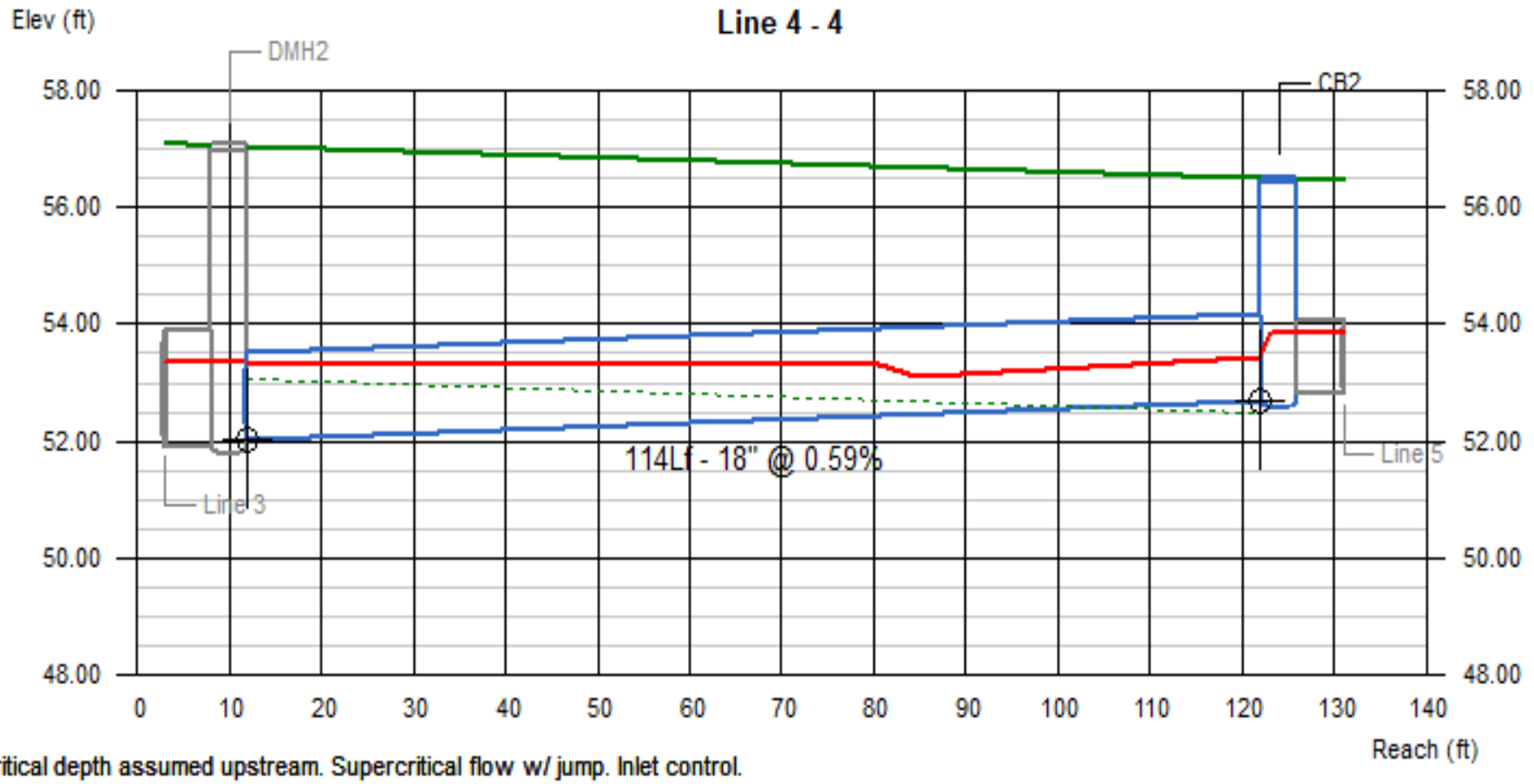
Design Storm Input = 25 year Storm



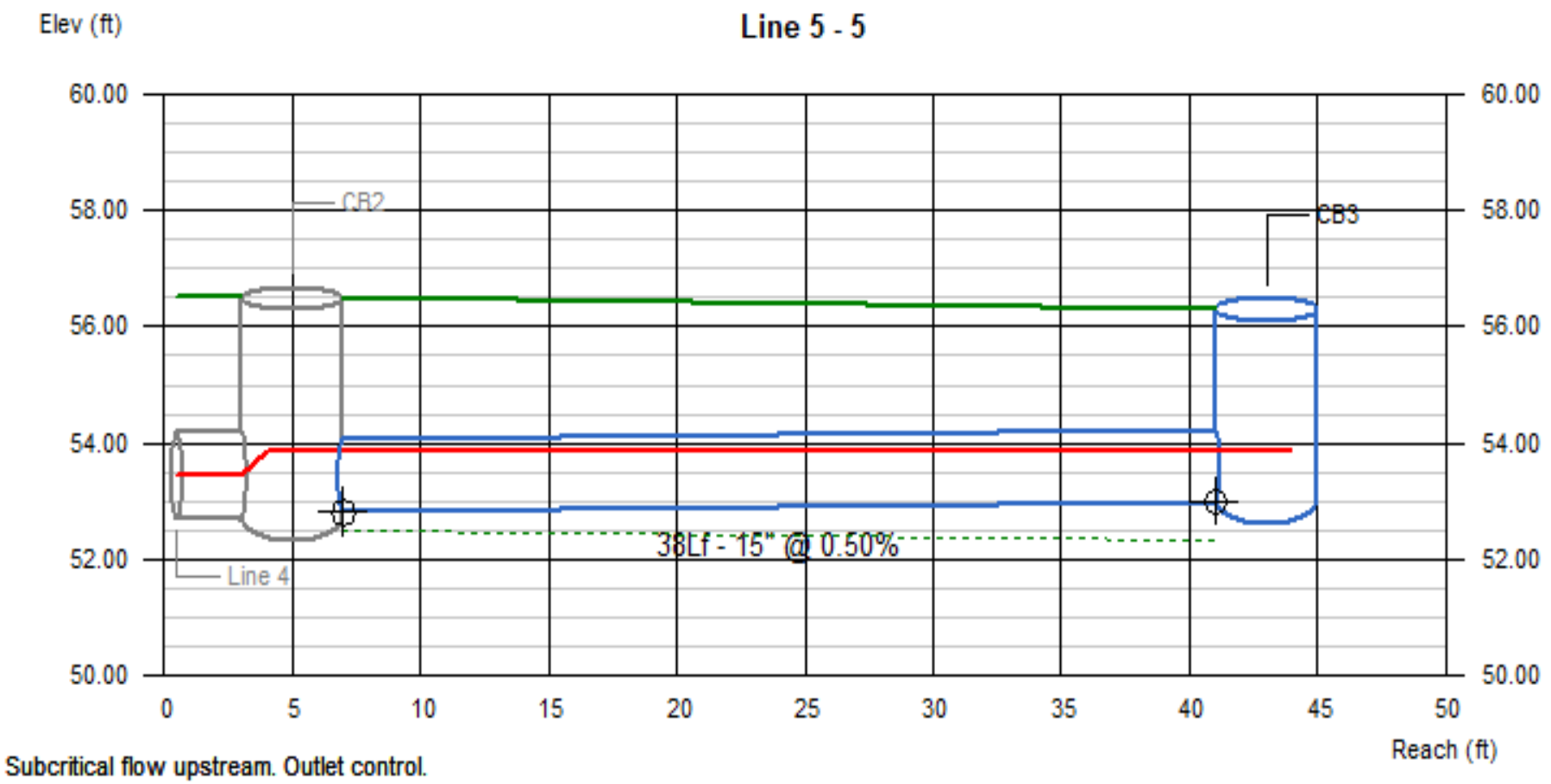
Subcritical flow upstream. Outlet control.



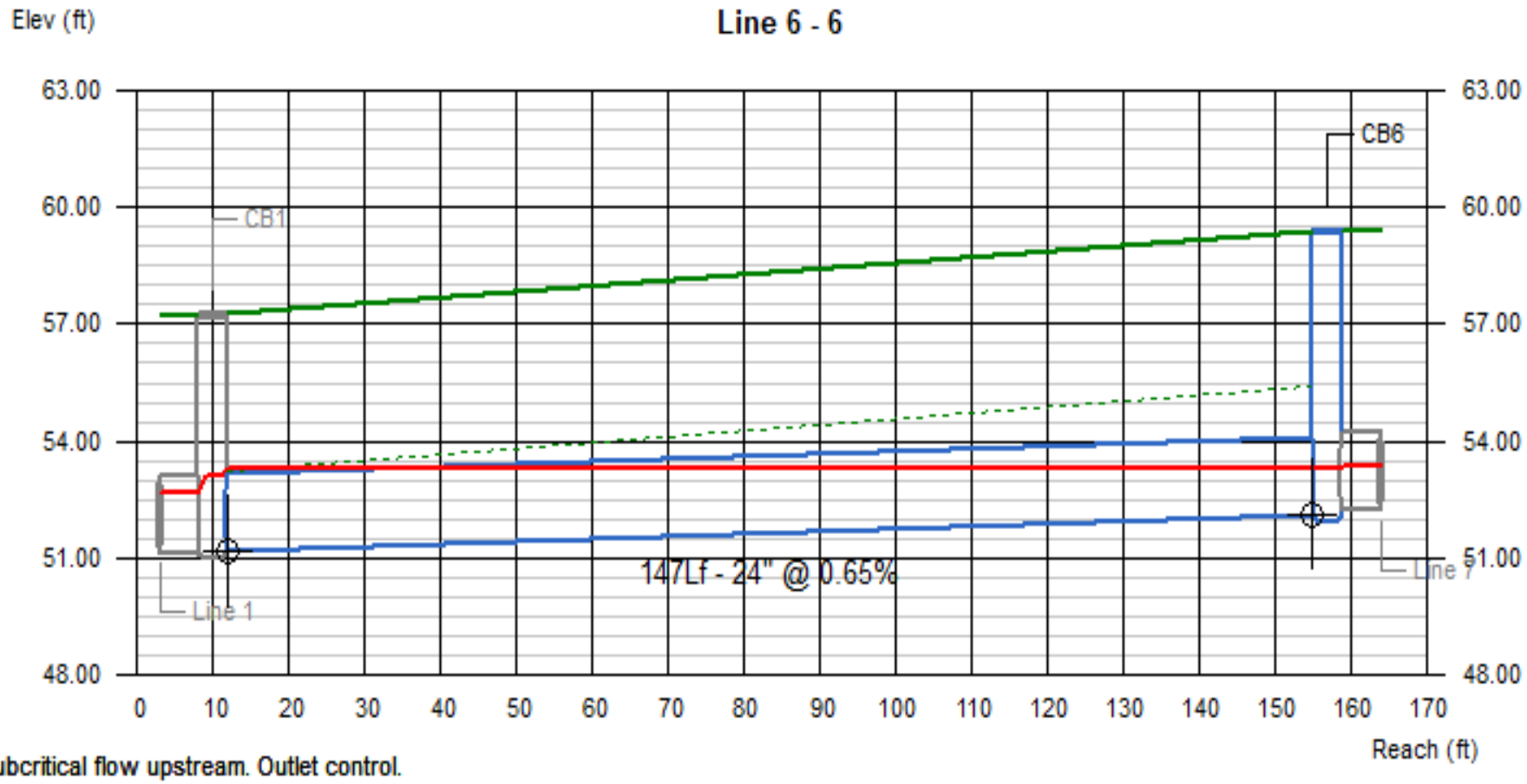
Subcritical flow upstream. Outlet control.



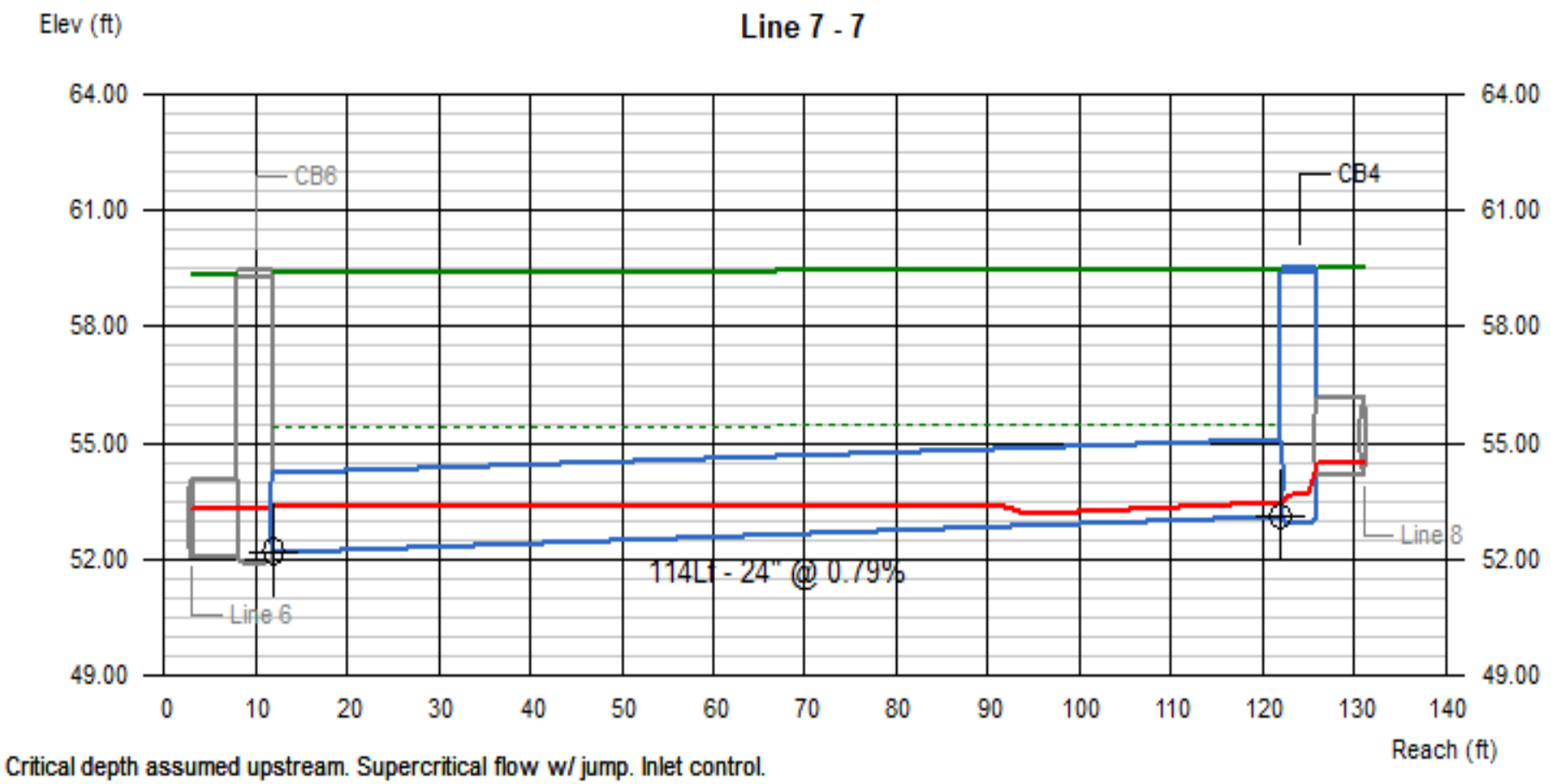
Critical depth assumed upstream. Supercritical flow w/ jump. Inlet control.



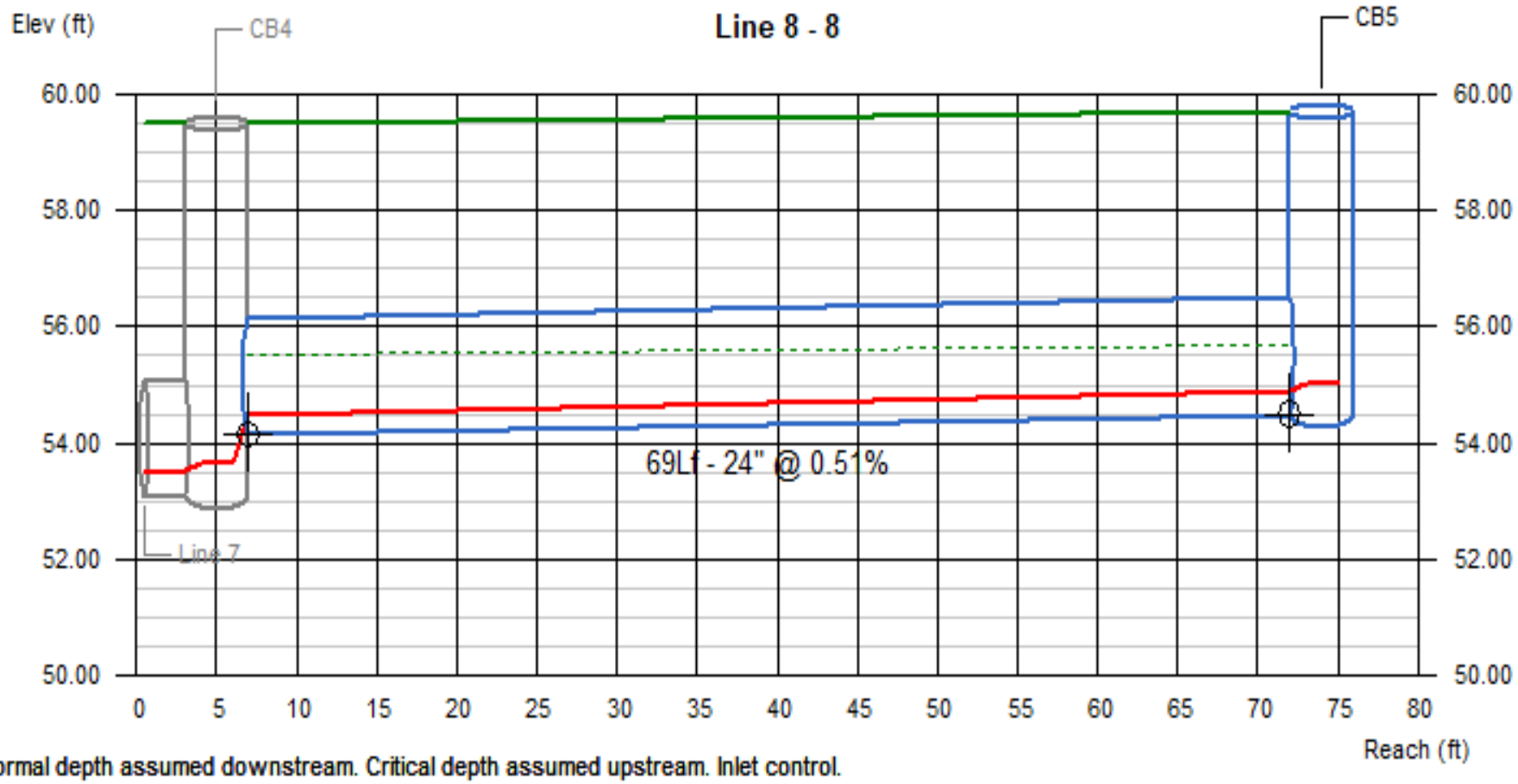
Subcritical flow upstream. Outlet control.



Subcritical flow upstream. Outlet control.



Critical depth assumed upstream. Supercritical flow w/ jump. Inlet control.



Normal depth assumed downstream. Critical depth assumed upstream. Inlet control.

Section 13

Urban Impaired Stream Submissions

Section 13. Urban Impaired Stream Submissions

The proposed project is not located within an urban impaired stream watershed.

ACORN ENGINEERING, INC.

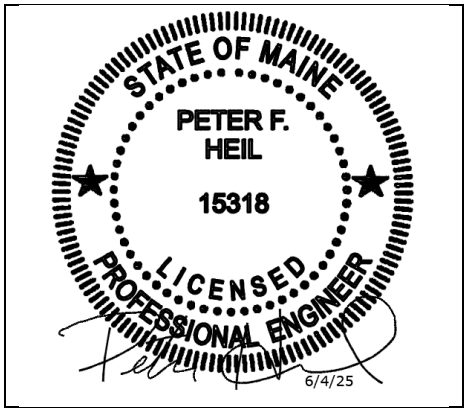
Basic Standard Submission (Erosion & Sedimentation Control Report)

Prepared For:

3 Lincoln, LLC
80 Exchange Street, Suite 400
Portland Maine 04101

Prepared By:

Acorn Engineering, Inc.
16 Middle Street, Suite 302
Portland, Maine 04101



June 2025

INTRODUCTION

Acorn Engineering, Inc. has been retained by 3 Lincoln, LLC to provide civil engineering services for the proposed development of 3 Lincoln Street (Pearl Street Lot 3). This project proposes to amend the previous Major Site Plan and Subdivision approval (2022.02) programming from three (3) total buildings on Lot 3 to four (4) total buildings. The amendment includes the addition of five (5) townhomes and revises the original programming of building A from 85 residential units to 52 units, building B from 129 residential units to 85 units, and building C will remain as a restaurant with 154 total seats (previously 298 seats).

The following Erosion and Sedimentation Control Report was developed in accordance with the City of Biddeford Land Development Regulations, Article VI: Performance Standards, Section 26: Erosion Control and the Maine DEP Chapter 500 Stormwater Management Appendix A and B (1), Amended August 12, 2015. This narrative also meets the standards required in the Maine DEP's Erosion & Sediment Control BMP's Manual, revised in 2016.

1.0 EXISTING CONDITIONS

The proposed site address is 15 Pearl Street, Lot 3 and it only has frontage on Pearl Street. A section of the site is location within the 250' shoreland overlay zone due to the proximity from the Saco River. An Existing Conditions Survey has been prepared by Owen Haskell Inc. dated February 28, 2025.

Abutting Uses:

- North MSRD3 — Amtrack/Mixed-Use Residential/Commercial
- East MSRD3 — Saco River
- South MSRD3 — Mixed use Residential/Commercial
- West MSRD3 — Parking Garage

The site is currently vacant and has recently been stabilized with grass coverage associated with the recent City parking garage project. Additionally, contaminated soils and foundation remnants remain on site, which the applicant understands the City will be removing from the site prior to the end of the year. The existing grades on site are relatively flat ranging from 0 to 5 percent west to east toward the Saco River.

1.1 Existing Soils

Onsite soil information includes the following:

- Soil Conservation Service Medium Intensity Soil Survey for York County
- Geotechnical Report prepared by Summit Geoengineering

The area within and surrounding the project includes soil types listed in the table below. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. Higher "K" values indicate more erodible soils.

Table 1 - "K" Value		
Soils Type	**Subsurface**	**Substratum**
Urban Land (Ur)	0.27	0.27

The soil "K" values for the soils, listed above, show a low to moderate susceptibility to erosion. The site's susceptibility to erosion is from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County. Although soil "K" values for the soils show a low susceptibility to erosion, implementation of the proposed Erosion & Sedimentation Measures by the contractor will be of the utmost importance given the proximity of the site to the Saco River.

1.2 Existing Erosion Problems

There are no signs of existing erosion.

1.3 Critical Areas

There are no known critical areas on site.

1.4 Protected Natural Resource

The site is located near the Saco River, which is a Protected Natural Resource, and located within the 250' shoreland zone setback. The project is not located within a watershed classified as an Urban Impaired Stream by the Maine DEP.

1.5 Previous Construction Activity (5 years)

As part of the recently constructed municipal parking garage, the overall 3 Lincoln Street parcel has recently been redeveloped, with removals associated from the old MERC facility, utility installation within the adjacent Pearl Street and site stabilization from the garage project.

1.6 Timber Harvesting

Acorn Engineering, Inc. is not aware of any timber harvesting within the past five years.

2.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

As part of the site development, the following temporary and permanent erosion and sedimentation control devices shall be implemented. Devices shall be installed as described in this report or within the plan set. See the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices for further reference.

2.1 Temporary Erosion Control Measures

The following temporary erosion and sedimentation control measures are planned for the project's construction period:

2.1.1 Crushed stone stabilized construction entrances shall be placed at all access points to the project site where there are disturbed areas. The following specifications shall be followed at a minimum:

- Stone size shall be 2-3 inches or reclaimed or recycled concrete equivalent.
- The thickness of the entrance stone layer shall be no less than 6 inches.
- The entrance shall not be less than 20 feet wide, however not less than the full width of points where ingress or egress occurs. The length shall not be less than 50 feet in length.
- Geotextile fabric (woven or non-woven) shall be placed over the entire entrance area.
- The entrance/exit shall be maintained to the extent that it will prevent the tracking of sediment onto public roadways.

2.1.2 Erosion control berm mix with hay bale reinforcement shall be installed down gradient of any disturbed areas to trap runoff borne sediments until permanent stabilization is achieved. The silt fence or erosion control berm shall be installed per the details provided in the plan set and inspected before and immediately after each rainfall and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence line or berm. If there are signs of undercutting at the center or the edges or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam.

2.1.3 Hay mulch including hydro seeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and November 1st on slopes of less than 15 percent shall be covered by fabric netting and anchored with staples in accordance with the manufacturer's recommendation. Mulch placed between November 1st and April 15th on slopes equal to or steeper than 8 percent and equal to or flatter than 2:1 shall use mats or fabric netting and anchored with staples in accordance with the manufacturer's recommendation.

2.1.4 At any time of the year, all slopes greater than 3:1 shall be stabilized with Double Net Erosion Control Blanket BioNet SC150BN by North American Green or Approved Equal, or Erosion Control Mix Slope Protection as detailed within the plans.

2.1.5 Pearl Street shall be swept to control mud and dust from the construction site as necessary. Add additional stone to the stabilized construction entrance to minimize the tracking of material off the site and onto the surrounding roadways.

2.1.6 During demolition, clearing and grubbing operations, stone check dams shall be installed at any areas of concentrated flow. The maximum height of the check dam shall not exceed 2 feet. The center of the check dam shall be 6 inches below the outer edges of the dam. The contractor shall mulch the side slopes

and install stone check dams for all newly excavated ditch lines within 24 hours of their creation.

2.1.7 Silt fence stake spacing shall not exceed 6 feet unless the fence is supported with 14-gauge wire in which case the maximum spacing shall not exceed 10 feet. The silt fence shall be "toed" into the ground.

2.1.8 Storm drain inlet protection shall be provided to storm drains using any of the following: hay bale drop inlet structures, silt fence drop inlet sediment filter, gravel and wire mesh drop inlet sediment filter, or curb inlet sediment filter. Barriers shall be inspected after every rainfall event and repaired as necessary. Sediments shall be removed when accumulation has reached ½ the design height.

2.1.9 Dust control shall be accomplished using any of the following: water, calcium chloride, stone, or an approved MDEP product. Dust control shall be applied as needed to accomplish dust control.

2.1.10 Temporary loam, seed, and mulching shall be used in areas where no other erosion control measure is used. Application rates for seeding are provided at the end of this report.

2.1.11 Stockpiles shall be stabilized within 7 days of formation unless a scheduled rain event occurs prior to the 7-day window, in which case the stockpile shall be stabilized prior to the rain event. Methods of stabilization shall be mulch, erosion control mix, or erosion control blankets/mats. Silt fence or a wood waste compost filter berm shall be placed downhill of any soil stockpile location.

2.1.12 For disturbance between November 1 and April 15, please refer to winter stabilization plan in this report and the Maine Erosion and Sediment Control BMP manual for further information.

2.1.13 It is of the utmost importance that stormwater runoff and potential sediment from the construction site be diverted around the proposed underdrains until the trench is backfilled.

2.2 Permanent Erosion Control Measures

The following permanent erosion control measures are intended for post disturbance areas of the project.

2.2.1 All disturbed areas during construction, not subject to other proposed conditions, shall receive a minimum 4" of loam, limed, and mulched. Erosion control blankets or mats shall be placed over the mulch in areas noted in paragraph 4.1 of this report.

2.2.2 All stormwater devices shall be installed, and tributary areas stabilized prior to receiving stormwater.

2.2.3 Refer to the Maine Erosion and Sediment Control BMP manual for additional information.

3.0 EROSION AND SEDIMENTATION CONTROL PLAN

3.1 The Erosion and Sedimentation Control Plan is included within the plan set.

4.0 DETAILS AND SPECIFICATIONS

4.1 Erosion Control Details and Specifications are included in the plan set.

5.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

Winter Construction consists of earthwork disturbance between the dates of November 1 and April 15. If a construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15, then the site shall be protected with over-winter stabilization. Any area not stabilized with pavement, vegetation, mulching, erosion control mix, erosion control mats, riprap, or gravel base on a road shall be considered open.

The contractor shall limit the work area to areas that work will occur in during the subsequent 15 days and so that it can be mulched one day prior to a snow event. The contractor shall stabilize work areas prior to opening additional work areas to minimize areas without erosion control measures.

The following measures shall be implemented during winter construction periods:

5.1 Sediment Barriers

During frozen conditions, sediment barriers may consist of erosion control mix berms or any other recognized sediment barriers as frozen soil prevents the proper installation of hay bales or silt fences.

5.2 Mulching

All areas shall be considered to be denuded until seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Erosion control mix must be applied with a minimum 4-inch thickness. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched or adequately anchored so that ground surface is not visible through the mulch. Between the dates of November 1 and April 15, all mulch shall be anchored by either mulch netting, tracking or wood cellulose fiber. The cover will be considered sufficient when the ground surface is not visible through the mulch. After November

1st, mulch and anchoring of all exposed soil shall occur at the end of each final grading workday.

5.3 Soil Stockpiling

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or with a four-inch layer of erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall.

5.4 Seeding

Between the dates of October 15th and April 1st, loam or seed shall not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until the final treatment can be applied. If the date is after November 1st and if the exposed area has not been loamed, final grading with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched.

Dormant seeding may be placed prior to the placement of mulch or erosion control blankets. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs./1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

5.5 Over winter stabilization of disturbed soils

By September 15th, all disturbed soils on areas having a slope less than 15% shall be seeded and mulched. If the disturbed areas are not stabilized by this date, then one of the following actions shall be taken to stabilize the soil for late fall and winter:

- Stabilize the soil with temporary vegetation – By October 1st, seed the disturbed soil with winter rye at a seeding rate of 3lbs per 1,000 s.f., lightly mulch the seeded soil with hay or straw at 75 lbs per 1,000 s.f., and anchor the mulch with plastic netting. Monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before November 1st, then mulch the area for over-winter protection.

- Stabilize the soil with sod – Stabilize the disturbed soil with properly installed sod by October 1st. Proper installation includes pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.

- Stabilize the soil with mulch – By November 15th, mulch the disturbed soil by spreading hay or straw at a rate of at least 150 lbs per 1,000 s.f. on the area so that no soil is visible through the mulch. Immediately after applying the mulch,

anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.

5.6 Over winter stabilization of disturbed slopes

All stone-covered slopes shall be constructed and stabilized by November 15th. All slopes to be vegetated shall be seeded and mulched by September 1st. A slope is considered a grade greater than 15%. If a slope to be vegetated is not stabilized by September 1st, then one of the following action shall be taken to stabilize the slope for late fall and winter:

- Stabilize the soil with temporary vegetation and erosion control mats – By October 1st the disturbed slope shall be seeded with winter rye at a seeding rate of 3 lbs per 1,000 s.f. and then install erosion control mats or anchored mulch over the seeding. If the rye fails to grow at least three inches or fails to cover at least 75% of the slope by November 1st, then the contractor shall cover the slope with a layer of erosion control mix or with stone riprap.

- Stabilize the soil with sod – The disturbed slope shall be stabilized with properly installed sod by October 1st. Proper installation includes the contractor pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil. The contractor shall not use late-season sod installation to stabilize slopes having a grade greater than 3H:1V or having groundwater seeps on the slope face.

- Stabilize the soil with erosion control mix – Erosion control mix shall be properly installed by November 15th. The contractor shall not use erosion control mix to stabilize slopes having grades greater than 2H:1V or having groundwater seeps on the slope face.

- Stabilize the soil with stone riprap – Place a layer of stone riprap on the slope by November 15th. A registered professional engineer shall be hired to determine the stone size needed for stability on the slope and to design a filter layer for underneath the riprap.

6.0 INSPECTION AND MAINTENANCE

A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct periodic visual inspections of installed erosion control measures. The frequency of inspection shall occur at least once every two weeks, as well as after a "storm event". A "storm event" shall consist 0.5 inches of rain within a 24-hour period. The following Erosion and Sediment Control - Best Management Practices (BMP's) shall inspected in the manner as described.

6.1 Sediment Barriers

Hay bale barriers and filter berms shall be inspected and repaired for the following if there are any signs of erosion or sedimentation below them. If there are signs of undercutting at the center or the edges of the barrier, or impounding of large volumes of water behind them, sediment barriers shall be replaced with a temporary check dam. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits should be removed when deposits reach approximately one-half the height of the barrier. Filter berms should be reshaped as needed. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared and seeded.

6.2 Stabilized Stone Construction Entrances

The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way. When the control pad becomes ineffective, the stone shall be removed along with the collected soil material and redistributed on site in a stable manner. The entrance should then be reconstructed. The contractor shall sweep or wash pavement at exits, which have experienced mud-tracking on to the pavement or traveled way. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment trapping device. All sediment shall be prevented from entering storm drains, ditches, or waterways.

6.3 Mulched Areas

All mulches must be inspected periodically, in particular after rainstorms, to check for rill erosion. If less than 90% of the soil surface is covered by mulch, additional mulch shall be immediately applied. Nets must be inspected after rain events for dislocation or failure. If washouts or breakage occur, re-install the nets as necessary after repairing damage to the slope. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface. Repair as needed.

6.4 Dust Control

When temporary dust control measures are used, repetitive treatment shall be applied as needed to accomplish control.

6.5 Stormwater Appurtenances

All underdrains, storm drains, and catch basins need to be operating effectively and free of debris.

6.6 Erosion and Sedimentation Control Inspections:

Acorn Engineering has personnel qualified to conduct Erosion and Sedimentation Control Inspections. For further information, contact:

Contact: Peter F. Heil, PE, CPESC
Telephone: (207) 775-2655

Qualifications:

- Maine Professional Engineering License #15318
- Maine DEP - Certified in Third-Party Inspector
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #7071

The Contractor has sole responsibility for complying with the Erosion and Sedimentation Report/Plan, including control of fugitive dust. The Contractor shall be responsible for any monetary penalties resulting from failure to comply with these standards.

7.0 IMPLEMENTATION SCHEDULE

The following implementation sequence is intended to maximize the effectiveness of the above-described erosion control measures. Contractors should avoid overexposing disturbed areas and limit the amount of stabilization area.

1. Install a stabilized construction entrance in all locations where construction traffic will enter and exit the site.
2. Install perimeter erosion control berm with hay bale reinforcement
3. Install all other erosion control devices as necessary throughout the remainder of this schedule.
4. Commence earthwork operations, associated with the roadway construction.
5. Commence installation of any utility work.
6. Continue earthwork and grading to subgrade as necessary for construction.
7. Complete installation of utilities.
8. Complete remaining earthwork operations.
9. Install sub-base and base gravels in paved areas.
10. Install paving, curbing and brickwork.
11. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
12. Once the site is stabilized, 90% catch of grass has been obtained, or mulching of landscape areas is complete, remove all temporary erosion control measures.
13. Touch up areas without a vigorous catch of grass with loam and seed.
14. Complete site signage and striping.

The above implementation sequence should be generally followed by the site contractor. However, the contractor may construct several items simultaneously. The contractor shall submit to the owner a schedule of the completion of the work. If the contractor is to commence the construction of more than one item above, they shall limit the amount of exposed areas to those areas in which work is expected to be undertaken during the following 30 days.

The contractor shall re-vegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a storm event. The contractor shall incorporate planned inlets and drainage systems as early as possible into the construction phase.

8.0 CONCLUSION

The above erosion control narrative is intended to minimize the development impact by implementing temporary and permanent erosion control measures. The contractor shall also refer to the Maine Erosion and Sediment Control BMP manual for additional information.

9.0 ATTACHMENTS

- Temporary Seeding Plan
- Permanent Seeding Plan
- Housekeeping Plan

TEMPORARY SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P2O5-K2O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of temporary seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.	Recommended Seeding Dates
Winter Rye	2.57	Aug-15 to Oct-1
Oats	1.84	Apr-1 to Jul-1 Aug-15 to Sep-15
Annual Ryegrass	0.92	Apr-1 to Jul-1
Sudangrass	0.92	May-15 to Aug-15
Perennial	0.92	Aug-15 to Sep-15

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to temporary seeding and mulching.

PERMANENT SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P2O5-K2O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of permanent seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.
Kentucky Bluegrass	0.46
Creeping Red Fescue	0.46
Perennial Ryegrass	0.11
Total	1.03

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Recommendations

Permanent seeding is recommended to be completed in the spring. Later summer seeding is allowed if completed prior to September 1st. If seeding cannot be accomplished during the periods recommended for permanent seeding, then the contractor shall perform temporary seeding per the temporary seeding plan.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to permanent seeding and mulching.

HOUSEKEEPING PLAN

The following housekeeping plan has is developed in accordance with Maine DEP Chapter 500 Stormwater Management standards. For additional information, reference Appendix C of Chapter 500.

1. **Spill prevention.** Controls must be used to prevent pollutants from construction and waste materials stored on site to enter stormwater, which includes storage practices to minimize exposure of the materials to stormwater. The site contractor or operator must develop, and implement as necessary, appropriate spill prevention, containment, and response planning measures.

NOTE: Any spill or release of toxic or hazardous substances must be reported to the Department. For oil spills, call 1-800-482-0777 which is available 24 hours a day. For spills of toxic or hazardous material, call 1-800-452-4664 which is available 24 hours a day. For more information, visit the Department's website at : http://www.maine.gov/dep/spills/emergspillresp/

2. **Groundwater protection.** During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials. Any project proposing infiltration of stormwater must provide adequate pre-treatment of stormwater prior to discharge of stormwater to the infiltration area, or provide for treatment within the infiltration area, in order to prevent the accumulation of fines, reduction in infiltration rate, and consequent flooding and destabilization.

   See Chapter 500 Appendix D for license by rule standards for infiltration of stormwater.

NOTE: Lack of appropriate pollutant removal best management practices (BMPs) may result in violations of the groundwater quality standard established by 38 M.R.S.A. §465-C(1).

3. **Fugitive sediment and dust.** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control, but other water additives may be considered as needed. A stabilized construction entrance (SCE) should be included to minimize tracking of mud and sediment. If off-site tracking occurs, public roads should be swept immediately and no less than once a week and prior to significant storm events. Operations during dry months, that experience fugitive dust problems, should wet down unpaved access roads once a week or more frequently as needed with a water additive to suppress fugitive sediment and dust.

NOTE: Dewatering a stream without a permit from the Department may violate state water quality standards and the *Natural Resources Protection Act*.

4. **Debris and other materials.** Minimize the exposure of construction debris, building and landscaping materials, trash, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials to precipitation and stormwater runoff. These materials must be prevented from becoming a pollutant source.

NOTE: To prevent these materials from becoming a source of pollutants, construction and post-construction activities related to a project may be required to comply with applicable provision of rules related to solid, universal, and hazardous waste, including, but not limited to, the Maine solid waste and hazardous waste management rules; Maine hazardous waste management rules; Maine oil conveyance and storage rules; and Maine pesticide requirements.

5. **Excavation de-watering.** Excavation de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water removed from the ponded area, either through gravity or pumping, must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the Department.

NOTE: Dewatering controls are discussed in the "Maine Erosion and Sediment Control BMPs, Maine Department of Environmental Protection."

6. **Authorized Non-stormwater discharges.** Identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:

(a) Discharges from firefighting activity;

(b) Fire hydrant flushings;

(c) Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage and transmission washing is prohibited);

(d) Dust control runoff in accordance with permit conditions and Section 3, above;

(e) Routine external building washdown, not including surface paint removal, that does not involve detergents;

(f) Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used;

(g) Uncontaminated air conditioning or compressor condensate;

(h) Uncontaminated groundwater or spring water;

(i) Foundation or footer drain-water where flows are not contaminated;

(j) Uncontaminated excavation dewatering (see requirements in Section 5, above);

(k) Potable water sources including waterline flushings; and

(l) Landscape irrigation.

7. Unauthorized non-stormwater discharges. The Department's approval under Chapter 500 does not authorize a discharge that is mixed with a source of non-stormwater, other than those discharges in compliance with Section 6, above. Specifically, the Department's approval does not authorize discharges of the following:

(a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;

(b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;

(c) Soaps, solvents, or detergents used in vehicle and equipment washing; and

(d) Toxic or hazardous substances from a spill or other release.

(8) Additional requirements. Additional requirements may be applied on a site-specific basis.

Section 15

Groundwater

Section 15. Groundwater

A. Narrative and Report

Location

See this Section 11 Soils for a copy of a Bedrock and Surficial Geology map with the project location depicted.

Quantity

There will be no groundwater use or subsurface wastewater disposal. Potable water will be provided by Maine Water Company and sanitary sewer will discharge into the municipal system.

Sources

The project will generate normal residential and commercial quantities of wastewater, solid waste, fuel and solvents. As the project will be serviced by municipal sewer, none of these items will be discharged into the groundwater.

Measures to Prevent Degradation

The impervious areas associated with the project are directed to catch basins or stormwater treatment systems and will ultimately outlet to the Saco River. Groundwater is not anticipated to be adversely affected as a result of the proposed project.

B. Groundwater Protection Plan

There are no development plans to store or use petroleum products, pesticides, herbicides, solvents, acids or other materials with the potential to contaminate groundwater.

C. Monitoring Plan

Not applicable

D. Monitoring Well Installation Report

Not applicable

Section 16

Water Supply

Section 16. Water Supply

A. Water Supply Method

This project proposes to extend the 8" D.I. water main within the lot and provide 6" D.I. fire protection water services with a 6" gate valves and 4" domestic D.I. water services with 4" gate valves for buildings A, B and C. Building D will have a single 6" D.I. fire protection water service with a 6" gate valve. Each townhome within building D will be individually served by a 2" domestic water service with 2" curb stops. Please see the attached Utility Plan for more information.

B. Subsurface Wastewater Disposal

Not applicable. The development will be serviced by a 2" force main sewer within Pearl Street.

C. Total Usage

This project anticipates an estimated water supply of 23,230 gpd.

Based upon the Section 4 of the Maine Subsurface Water Disposal Rules, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow				
Vacant Lot	N/A	N/A	N/A	0
Total Gallons per Day (Existing)				**0**
Proposed Flow				
Building A				
Residential Units	1-Bedroom	19	120	2,280
Residential Units	1-Bedroom + den	23	120	2,760
Residential Units	2-Bedroom	10	180	1,800
Total Gallons per Day (Proposed)				6,840
Building B				
Residential Units	Studio	4	120	480
Residential Units	1-Bedroom	26	120	3,120
Residential Units	1-Bedroom + den	29	120	3,480
Residential Units	2-Bedroom	26	180	4,680
Total Gallons per Day (Proposed)				11,760
Building C				
Restaurant	10 Employees	154 Seats	20gpd per seat + 12gpd per employee	3,280
Total Gallons per Day (Proposed)				3,280
Building D				
Townhomes	3-Bedroom	5	270	1,350
Total Gallons per Day (Proposed)				1,350
Total Gallons per Day (Proposed)				**23,230**
Net Change				**23,230**

October 12th, 2021

Acorn Engineering, Inc
Zachary Stevens, EI
PO Box 3372
Portland, ME 04104

Re: Ability to Serve Determination – Pearl Street – Lot 3 Redevelopment - Biddeford

Greetings,

The Maine Water Company (MWC) has received your request for an Ability to Serve Determination on behalf of your client, 3 Lincoln LLC, for the above referenced project. The request indicates a plan to redevelop Lot 3 of Pearl Street into 3 separate lots for residential high density / mixed use. The anticipated domestic demand has been presented as 33,650 gallons per day at full build out based on Maine subsurface wastewater disposal rules. Sprinkler demand information is not yet available. Based on the criteria that has been presented, MWC does have sufficient capacity in the 12-inch ductile iron main on Pearl Street to serve the needs of this project. The static pressure in the area is approximately **60psi**. Additional infrastructure improvements may be required at the expense of the developer to meet the overall needs of this project.

Conditions of Service

- Configuration of domestic and fire services will require additional review.
- Additional plan approval, paperwork and fees associated with services for this project will require further coordination with MWC. Please allow 2-4 weeks before construction begins on waterworks materials to finalize all paperwork and fees.
- A hydrant flow test will be required to be conducted at the expense of the developer and analyzed by the sprinkler designer to ensure adequate flows in the event of a fire.
- Existing services to the parcel may be required to be retired.
- MWC may require a public main extension to serve the 3 lots of this development. In the case of a public main extension – only one water main would enter the development and all other fire and domestic services would be served from the main entering the development. Further review is required for this determination.

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

All work must be completed in accordance with Maine Water Company material and installation specifications. All appropriate paperwork must be completed and the deposit paid prior to the start of construction. Please forward all design plan revisions as the project develops to prevent construction delays.

Water service will be provided in accordance with our standard terms and conditions as well as Maine Public Utilities Commission rules. If you have any additional questions, please do not hesitate to contact our office at 1-800-287-1643 or by email at Marcus.Knipp@mainewater.com. We look forward to working with you throughout design and construction.

Sincerely,
The Maine Water Company

Marcus Knipp, E.I.T.
Engineer

The Maine Water Company
93 Industrial Park Road
Saco, ME 04072
T: 207.282.1543
www.mainewater.com

Section 17

Wastewater Disposal

Section 17. Wastewater Disposal

A. On-Site Subsurface Wastewater Disposal System

The project will not be serviced by individual on-site subsurface sewage disposal systems. However, pump stations will be included in the design to route sewage to the existing municipal sewer system within Pearl Street.

B. Nitrate-Nitrogen Impact Assessment

Not applicable.

C. Municipal Facility or Utility Company Letter

An Ability to Serve Letter from the City's Engineering Department is attached, it should be noted that the anticipated daily flows for this amendment application are lower than the original approval. The proposed project includes multiple pump stations to be installed to convey sewage to the existing force main within Pearl Street. See the Civil Plan Set for additional information.

Design flows are provided attached based on Section 4 of the Maine Subsurface Water Disposal Rules. Additionally, pump station sizing received from Pump Systems Inc can be found attached. All four buildings on Lot 3 are proposed to be services by centrifugal pumps as requested by the Town Engineer.

D. Wastewater discharge information

Not applicable.

E. Storage or Treatment Lagoons

Not applicable.

Based upon the Section 4 of the Maine Subsurface Water Disposal Rules, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow				
Vacant Lot	N/A	N/A	N/A	0
Total Gallons per Day (Existing)				**0**
Proposed Flow				
Building A				
Residential Units	1-Bedroom	19	120	2,280
Residential Units	1-Bedroom + den	23	120	2,760
Residential Units	2-Bedroom	10	180	1,800
Total Gallons per Day (Proposed)				6,840
Building B				
Residential Units	Studio	4	120	480
Residential Units	1-Bedroom	26	120	3,120
Residential Units	1-Bedroom + den	29	120	3,480
Residential Units	2-Bedroom	26	180	4,680
Total Gallons per Day (Proposed)				11,760
Building C				
Restaurant	10 Employees	154 Seats	20gpd per seat + 12gpd per employee	3,280
Total Gallons per Day (Proposed)				3,280
Building D				
Townhomes	3-Bedroom	5	270	1,350
Total Gallons per Day (Proposed)				1,350
Total Gallons per Day (Proposed)				**23,230**
Net Change				**23,230**

City of Biddeford, Maine

City of Biddeford
Public Works Department / Engineering Division/Wastewater Administration Division
P.O. Box 586, 205 Main Street, Suite 301
Biddeford, ME 04005
Phone: (207) 284-9118, Fax: (207) 571-0662

Letter of Wastewater Treatment Plant Capacity to Serve
Mixed Use Development, Residential flow only
3 Pearl Street

Peter Heil
Acorn Engineering, Inc.
P O Box 3372
Portland, Me 04104

December 29, 2022

Brief description of project: **Proposed Mixed Use Development Project on 3 Pearl Street Biddeford, Maine-** Estimated new flows: **29,610 gpd**.

Determination

The applicant is proposing a mixed use development on 3 Pearl Street. Based on an email received from Acorn Engineers, Inc., dated November 21, 2022, it is currently projected that the proposed mixed use development will discharge 29,610 gallons per day of flow from the residential portion of the project into the system. Commercial flows will be calculated at the time the application is submitted.

The City of Biddeford Wastewater Department has reviewed the request to serve the above described project. It has been determined that at this time, once the flow reaches the wastewater treatment facility, the City has sufficient capacity to treat the estimated flows from the above described project. Changes to the project from that presented to this department may require a new review of the request for ability to serve. This determination will be effective for a period of one year from the date above.

Upon approval of the Planning Board, the applicant must make application for sewer service. Flow amounts for the project will be determined at the time application is made and may or may not be the amount stated above. The applicant will be required to pay all fees based on the flow amount calculated at the time application is made and prior to the issuance of any building permits and/or the issuance of a certificate of occupancy. Any roof drains connected into the sewer system shall be removed.

The City of Biddeford is an equal opportunity provider. To file a complaint, write to Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.

This Capacity to Serve Letter is intended only to indicate that the City of Biddeford Wastewater Treatment Facilities has the ability to handle and treat the flow from the above stated project once it is received at the treatment facility. Project design plans must be submitted to the City for review and comment. The Planning Department, Engineering Department or other persons from the Wastewater Department may require further studies, calculations or documentation to determine any actions that may need to be taken to address any impacts/capacity issues and/or any system upgrades that may be needed to address any impacts this project may have on the City's sewer collection and conveyance system(s) or its components.

Thomas Milligan, PE
City Engineer Emeritus
City of Biddeford Engineering Department
Tom.milligan@biddefordmaine.org
207-284-9118

CC: Jeff Demers, Public Works/Wastewater Director
Roby Fecteau, Code Enforcement
David Galbraith, City Planner
Alex Buechner, Wastewater Superintendent
Craig Chekan, City Engineer

Biddeford

Controls to suit Pearl Street A/B

PART 1

1.01 SECTION General

2.12 ELECTRICAL CONTROL COMPONENTS

A. The pump station control panel shall be tested as an integral unit by the pump station manufacturer.

B. The electrical control equipment shall be mounted within a NEMA 4X, TYPE 1 stainless steel enclosure with 3-point latch. The enclosure door shall be hinged and sealed with a neoprene gasket. It shall include a removable plated steel back panel on which control components shall be mounted. Back panel shall be secured to enclosure with collar studs. Operator controls shall be mounted on the enclosure door. The control enclosure shall be mounted within the fiberglass valve enclosure. The control panel shall be equipped with vapor emission type corrosion inhibitors.

C. All control components shall be securely fastened to a removable back panel with screws and lock washers. Switches, indicators and instruments shall be mounted through the control panel door. All control devices and instruments shall be secured to the sub-plate with machine screws and lock washers. Mounting holes shall be drilled/tapped, and self-tapping screws shall not be used to mount any components. All connections from the back panel to door mounted or remote devices shall be made through terminal blocks. All control devices shall be clearly labeled to indicate function.

D. A main terminal block and ground bar shall be furnished for field connection of the electrical supply. The connections shall be designed to accept copper conductors of sufficient size to serve the pump station loads. The main terminal block shall be mounted to allow incoming wire bending space in accordance with Article 373 of the National Electrical Code (NEC).

E. Motor Branch Components
   1. A properly sized heavy duty air circuit breaker shall be furnished for each pump motor, and shall have a symmetrical RMS interrupting rating of 18,000 amperes at 460 volts, 25,000 amperes at 230 volts All circuit breakers shall be sealed by the manufacturer after calibration to prevent tampering.

F. Oil-tight pilot lights for each pump motor shall be provided. Each light shall be wired in parallel with the related pump motor starter to indicate that the motor is on or should be running. Pilot lights shall be in addition to any lights provided as a part of automatic level controller that may be specified herein. All pilot lights shall be suitable for 120VAC, and shall be mounted in keyed openings on the inner door of the control panel

G. Individual pilot lights shall be provided to alert maintenance personnel to a "high temperature" or "seal leak" alarm condition for each pump and the pump control panel shall be equipped to terminate pump operation due to high motor winding temperature or moisture in the motor housing, utilizing contacts in the pump motor housing. As noted above pilot lights shall be in addition to any lights provided as a part of automatic level controller that may be specified herein. All pilot lights shall be suitable for 120VAC, and shall be mounted in keyed openings on the door of the control panel.

H. The control circuit shall be protected by a normal duty thermal-magnetic air circuit breaker which shall be connected in such a manner as to allow control power to be disconnected from all control circuits.

I. Pump mode selector switches shall be connected to permit manual start and manual stop for each pump individually, and to select automatic operation of each pump under control of the liquid level control system. Manual operation shall override the liquid level control system. Selector switches shall be heavy duty, oil-tight design, with contacts rated NEMA A300 minimum.

Control panel designs that utilize float switches for level sensing and control shall be provided with a separate alternating relay, as well as a lead-lag-auto selector switch .

J. The control panel, as furnished by the manufacturer, shall be completely wired. The contractor shall field connect the power feeder lines to the main terminal block, final connections to the remote alarm devices, and the connections between the pump and the pump motor control. All wiring, workmanship, and schematic wiring diagrams shall be in compliance with applicable standards and specifications set forth by the National Electric Code (NEC). All user serviceable wiring shall be type MTW or THW, 600 volts, and shall be color coded as follows:

▪ Line and load circuits, AC or DC power	Black
▪ AC control circuit less than line voltage	Red
▪ DC control circuit	Blue
▪ Interlock control circuit, from external source	Yellow
▪ Equipment grounding conductor	Green
▪ Current carrying ground	White
▪ Hot with circuit breaker open	Orange

K. Control circuit wiring inside the panel, with the exception of internal wiring of individual components, shall be 16-gauge minimum, type MTW or THW, 600 volts. Power wiring shall be 14-gauge minimum. Motor branch and other power conductors shall not be loaded above the temperature rating of the connected termination. Wires shall be clearly

numbered at each end in accordance with the electrical diagrams. All wires on the sub-plate shall be bundled and tied.

L. Wires connected to components mounted on the enclosure door shall be bundled and tied in accordance with good commercial practice. Bundles shall be made flexible at the hinged side of the enclosure. Adequate length and flex shall be provided to allow the door to swing to its full open position without undue stress or abrasion on the wire or insulation. Bundles shall be held in place on each side of the hinge by mechanical fastening devices.

M. All conduit and fittings shall be UL listed. Liquid tight flexible metal conduit shall be constructed of smooth, flexible galvanized steel core with smooth abrasion resistant, liquid tight, polyvinyl chloride cover. Conduit shall be supported in accordance with articles 346, 347, and 350 of the National Electric Code. Conduit shall be sized according to the National Electric Code.

N. The pump control manufacturer shall provide a common ground bar mounted on the enclosure back plate. The mounting surface of the ground bar shall have any paint removed before making final connections. The contractor shall make the field connections to the main ground lug and each pump motor in accordance with the National Electric Code.

O. A permanent corrosion resistant name plate(s) shall be attached to the control and include the following information:

- Equipment serial number
- Control panel short circuit rating
- Supply voltage, phase and frequency
- Current rating of the minimum main conductor
- Electrical wiring diagram number
- Motor horsepower and full load current
- Motor overload heater element
- Motor circuit breaker trip current rating
- Name and location of equipment manufacturer

P. Control components shall be permanently marked using the same identification shown on the electrical diagram. Identification label shall be mounted adjacent to the device. Switches, indicators, and instruments shall be plainly marked to indicate function, position, etc. Marking shall be mounted adjacent to and above the device.

2.13 LIQUID LEVEL CONTROL

A. The level control system shall start and stop the pump motors in response to changes in wet well level, as set forth herein.

B. The level control system shall utilize alternation to select first one pump, then the second pump to run as lead pump for a pumping cycle. Alternation shall occur at the end of a pumping cycle.

C. Float System – Sealed mercury-free float switches shall be provided. All floats shall have the same length of cable to allow for full height adjustment and interchangeability. Stainless steel float mounting brackets with strain relief grommets shall be provided, to allow for easy adjustment of the float levels. Additional float wire supports shall be provided to prevent float wires from crossing hatch openings.

2.14 Alarm System

A. A local red beacon alarm shall be affixed to the top of the control cabinet, activated on closure of the alarm float switch. A test-off-auto switch shall be proved.

A "sonalert" buzzer shall be mounted on the enclosure exterior to provide audible alarm locally. A push-to-silence button shall be provided for the sonalert, In the event to push-to-silence button is depressed, the audible alarm shall be silenced but the beacon shall continue to be activated until the alarm condition has been repaired.

A cellular autodialer shall be provided activation on the following conditions:

1. High level alarm
2. Seal leak alarm
3. Motor overtempt (each motor)
4. Loss of station AC power

The autodialer and its monitoring shall be capable of maintaining input signals for at least 7 days, in the cloud.

Specification based on Sensaphone Sentinel. Please note that this is a subscription service, requiring annual renewal. The first year subscription shall be paid for and activated by the Contractor. Coordinate with the Owner to enter the correct dial-out telephone/text or emails for intended recipients.

PART 3 EXECUTION

3.01 EXAMINATION

A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any

damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

3.02 INSTALLATION

A. The contractor shall install, level, align, and lubricate all equipment associated with the pump station as shown indicated on the project drawings, and as outlined in the O&M manual provided with the equipment. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.

B. Check motor and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.

C. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that all protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

3.03 FIELD QUALITY CONTROL

A. Operational Test

1. Prior to acceptance by owner, an operational test of all pumps, and control systems shall be conducted to verify that the installed equipment meets the purpose and intent of these specifications. Tests shall demonstrate that all equipment provided is electrically, mechanically, structurally, and otherwise acceptable; that it is safe and in optimum working condition; and that it conforms to the specified operating characteristics.

2. After construction debris and foreign material has been removed from the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, discharge gauge readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

B. Manufacturer's Start-up Services

1. Coordinate station start-up with the manufacturer's technical representative. The representative or factory service technician will inspect the completed installation, calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures. The pump station warranty is contingent on receipt of a complete start-up report in accordance with specification Section 1.08.E.

3.04 CLEANING

A. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

3.05 PROTECTION

A. The pump station should be placed into service immediately upon completion of field startup. If operation is delayed, the station shall be stored and maintained per the manufacturer's written instructions until it is ready for use.

Pearl Street Lot 3 Bldg A

Wastewater Pump Station

&

Force Main

Design Calculations

Project Name:	**Pearl Street Bldg A**
Location:	**Biddeford ME**
Designed By:	**John Benham**
Checked By:	
Date:	**7/24/25**
Project no.:	
Revision	**Revised 8/1/25**

Pearl Street Lot 3 Bldg A

Wastewater Pump Station

&

Force Main

Project Summary

Project Name:	**Lot 3 Bldg A**	
Average Daily Flow (gpm):	**6,840 gpd**	
Pump Operational Point No. 1 (gpm@tdh):	**47 GPM at 59 FT TDH**	
Pump Manufacturer:	**Ebara**	
Model Number:	**50DGFU62.2**	
Impeller Diameter:	**123 mm**	
Horse Power:	**3**	
Voltage:	**230 (single or three)**	
Force Main Diameter (in):	**2**	
Force Main Length (ft):	**750**	**plus 805 ft 4"**

Tributary
Wastewater Flow Calculations

Establishment	Unit Value (Gal/Day/Unit)	Unit Type	# of Units	Discharge, GPD
Residential 1 BR	120	Unit	19	2,280
Residential 1 BR + Den	120	Unit	23	2,760
Residential 2 BR	180	Unit	10	1,800
		Average Daily Flow (gallons per day)		**6,840**

Design Pumping Flow Rate

Peaking Factor Calculation	
Service Area Population =	100
Peak Factor =	$\frac{18 + \sqrt{P}}{4 + \sqrt{P}}$
Calculated Peak Factor =	4.2
Design Peak Factor =	4.2

Determine Minimum Pump Rate		
Average Daily Flow =	6,840	GPD
Peak Flow =	29,026	GPD
Minimum Pumping Rate Required =	20	GPM
Design Pumping Rate =	**47**	GPM

Cycle Time & Wet Well Geometry

Target Cycles Per Hour			
ADF	=	5	gpm
Pumping Rate	=	47	gpm
Time	=	40.0	min.
Cycles Per Hour =		**1.5**	
Check Cycles Per Hour:		**OK**	
Check Cycles Per Hour:		**OK**	

Determine Wet well Diameter		
Required Volume =	171	Gallons
Pick Wet Well Diameter =	**4.0**	Ft
Pick Wet Well Cycle =	**3.0**	Vert. Ft
Volume in Cycle =	282	Gallons

Vertical Datum Used: **By Engineer**

Determine Wet Well Invert & Float Elevations

Wet well Dia. = **4.0** Ft

Top Elev=	56.65		
Gnd Elev=	56.65		
SS Invert In=	51.10		
		Alarm =	49.10
		Lag On =	49.10
		Lead On =	48.10
		Pumps Off	45.10
Bottom Invert Elev* =	43.65		

*As required for complete submergence

OK

Force Main & Piping Design

Off-Site Force Main Data		
Design Pump Rate (gpm) =	47	
Select Force Main Size (in) =	**2**	plus 805 ft 4"
Velocity (fps) =	4.80	
Meets Minimum Velocity Requirement?	**OK**	
Meets Maximum Velocity Requirement?	**OK**	
Required Pump?	**Use Grinder Pump**	
Line Length (ft) =	**750**	
Account for Minor Losses =	5%	
Equiv Length (ft) =	788	

Connection Point:	**Intersection at Lincoln Street SMH**

Pump Station Piping Data			
Design Pump Rate (gpm) =			47
Pick Wet Well & Valve Vault Piping Size (in) =			**2**
Velocity (fps) =			4.80
Meets Minimum Velocity Requirement?			**OK > 2 FPS**
Meets Maximum Velocity Requirement?			**OK < 8 FPS**
Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	2	30	10.00
22.5 bend	1	9	1.50
Branch Tee Flow	1	60	10.00
Check valve	1	135	22.50
Plug Valve	1	17	2.83
			0.00
			0.00
			0.00
Equivalent Fitting Length (ft) =			47
Wet Well & Valve Vault Piping Length (ft) =			**20**
Total Equivalent Pump Station Pipe Length (ft) =			67
Equivalent Off-Site Diameter Length (ft) =			67
Total Equivalent Force Main Length (ft) =			***854***

Pump Selection

Force Main Diameter (in) =	2
Equivalent Force Main Length (ft) =	854
Hazen-Williams C Factor =	150
Minimum Required Pump Rate (GPM) =	20
Design Pumping Rate (GPM) =	47

GPM	Pressure Head at Connection "All On" (feet)	Pressure Head at Connection "Only Proposed Pump Station On" (feet)	Static Head (feet)	"All On" TDH (feet)	"Only Proposed Pump Station On" TDH (feet)	Velocity (fps)	Pump Head (feet)
40	0	0	22	0	49	4.1	65
45	0	0	22	0	56	4.6	61
50	0	0	22	0	63	5.1	58
55	0	0	22	0	71	5.6	54
60	0	0	22	0	80	6.1	50

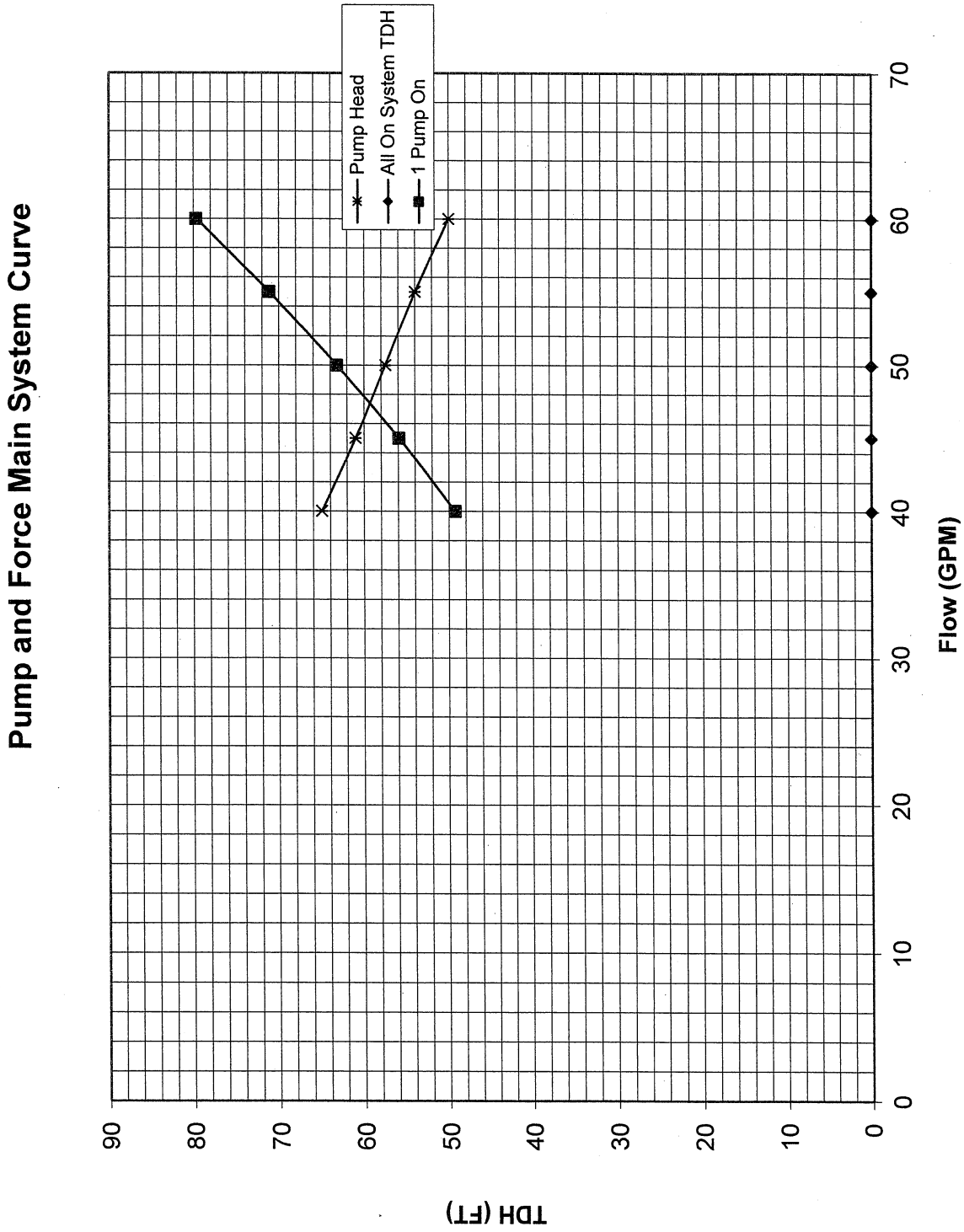
Pump Manufacturer: **Ebara Fluid Handling**

Model Number: **50DGFU62.2(S)**

Impeller Diameter: **123 mm**

Horsepower: **3**

Voltage: **230 (single or three)**


Pump and Force Main System Curve
Pump Head
All On System TDH
1 Pump On
TDH (FT)
Flow (GPM)
0
10
20
30
40
50
60
70
80
90

Station Operation Check

Proposed Operational Point No.1

47	GPM @	59	TDH

Check Wet well Cycle Times

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
4.0	94	3.0	282

Fill = $\frac{\text{Wet well Volume}}{\text{ADF}}$ = 59.3 minutes

Run = $\frac{\text{Wet well Volume}}{\text{Pump Rate - ADF}}$ = 6.7 minutes

Total = 66.0 minutes

Cycle Time = 0.9 Cycles / Hour

Buoyancy Calculations

Wet well Outside Dimensions	**5.00**	Feet
Wet well Inside Dimensions	4.00	Feet
Wet well Top Slab Elevation	56.65	Feet
Wet well Invert Elevation	43.65	Feet
Extended Base Slab Diameter	**5.00**	Feet
Extended Base Slab Thickness	**1.00**	Feet
Top Slab Thickness	**1.00**	Feet

Calculate Total Volume of Wet well Structure

Volume of Wet well Riser Sections=	255	cf
Volume of Wet well Extended Base=	20	cf
Total Volume of Wet well Structure=	275	cf

Calculate Total Volume of Water Displaced

H20 Displaced = (Volume of Wet well Structure) * (62.4 lbs/cf)

H20 Displaced= 17144 lbs

Calculate Weight of Wet well Components

Section	Total Ht	Weight
Top Slab Thickness (ft.)	1.00	2945
Riser - Total Vertical Ft.	13.00	13784
Base Slab Thickness (ft.)	1.00	2945
Totals=	15	19674

Total Weight of Concrete in Wet well= 19674 lbs.

Calculate Submerged Weight of Soil Above Extended Base/Footing

Total Area of Extended Base	20	sf
Total Area of Wet well Riser	20	sf
Area of Extended Base less Wet well	0	sf
Height of Soil Above Extended Base	13	ft
Volume of Soil Above Extended Base	0	cf
Weight of Soil Above Extended Base (estimated)	**50**	lbs/cf
Total Weight of Soil Above Extended Base	0	lbs/cf

Flotation Protection Required?

Weight of Concrete and Weight of Soil Above Extended Base	19674	lbs
Weight of Water Displaced By Wet Well:	17144	lbs
Flotation Protection Required?	NO	

Pearl Street Lot 3 Bldg B

Wastewater Pump Station

&

Force Main

Design Calculations

Project Name:	**Pearl Street Bldg B**
Location:	**Biddeford ME**
Designed By:	**John Benham**
Checked By:	
Date:	**7/24/25**
Project no.:	
Revision	**Revised 8/1/25**

Pearl Street Lot 3 Bldg B

Wastewater Pump Station

&

Force Main

Project Summary

Project Name:	**Lot 3 Bldg B**	
Average Daily Flow (gpm):	**11,760 GPD**	
Pump Operational Point No. 1 (gpm@tdh):	**45 GPM at 60 FT TDH**	
Pump Manufacturer:	**Ebara**	
Model Number:	**50DGFU62.22**	
Impeller Diameter:	**123 mm**	
Horse Power:	**3**	
Voltage:	**230 single or three**	
Force Main Diameter (in):	**2**	
Force Main Length (ft):	**830**	**of 2"**
	805	**of 4"**

Tributary
Wastewater Flow Calculations

Establishment	Unit Value (Gal/Day/Unit)	Unit Type	# of Units	Discharge, GPD
Residential, Studio	120	Unit	4	480
Residential, 1 BR + den	120	Unit	26	3,120
Residential, 1 BR + den	120	Unit	29	3,480
Residential, 2 BR	180	Unit	26	4,680
		Average Daily Flow (gallons per day)		**11,760**

Design Pumping Flow Rate

Peaking Factor Calculation	
Service Area Population =	166
Peak Factor =	$\frac{18 + \sqrt{P}}{4 + \sqrt{P}}$
Calculated Peak Factor =	4.2
Design Peak Factor =	4.2

Determine Minimum Pump Rate		
Average Daily Flow =	11,760	GPD
Peak Flow =	49,115	GPD
Minimum Pumping Rate Required =	34	GPM
Design Pumping Rate =	**45**	GPM

Cycle Time & Wet Well Geometry

Target Cycles Per Hour			
ADF	=	8	gpm
Pumping Rate	=	45	gpm
Time	=	40.0	min.
Cycles Per Hour =		**1.5**	
Check Cycles Per Hour:		**OK**	
Check Cycles Per Hour:		**OK**	

Determine Wet well Diameter		
Required Volume =	267	Gallons
Pick Wet Well Diameter =	**4.0**	Ft
Pick Wet Well Cycle =	**4.0**	Vert. Ft
Volume in Cycle =	376	Gallons

Vertical Datum Used: **By Engineer**

Determine Wet Well Invert & Float Elevations

Wet well Dia. = **4.0** Ft

Top Elev=	60.00		
Gnd Elev=	60.00		
SS Invert In=	55.00		
		Alarm =	53.00
		Lag On =	53.00
		Lead On =	52.00
		Pumps Off	48.00
Bottom Invert Elev* =	45.00		

*As required for complete submergence

OK

Force Main & Piping Design

Off-Site Force Main Data	
Design Pump Rate (gpm) =	45
Select Force Main Size (in) =	**2**
Velocity (fps) =	4.60
Meets Minimum Velocity Requirement?	**OK**
Meets Maximum Velocity Requirement?	**OK**
Required Pump?	**Use Grinder Pump**
Line Length (ft) =	**830**
Account for Minor Losses =	5%
Equiv Length (ft) =	872

Connection Point:	**Intersection at Lincoln Street SMH**

Pump Station Piping Data	
Design Pump Rate (gpm) =	45
Pick Wet Well & Valve Vault Piping Size (in) =	**2**
Velocity (fps) =	4.60
Meets Minimum Velocity Requirement?	**OK > 2 FPS**
Meets Maximum Velocity Requirement?	**OK < 8 FPS**

Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	2	30	10.00
22.5 bend	1	9	1.50
Branch Tee Flow	1	60	10.00
Check valve	1	135	22.50
Plug Valve	1	17	2.83
			0.00
			0.00
			0.00
Equivalent Fitting Length (ft) =			47
Wet Well & Valve Vault Piping Length (ft) =			**20**
Total Equivalent Pump Station Pipe Length (ft) =			67
Equivalent Off-Site Diameter Length (ft) =			67
Total Equivalent Force Main Length (ft) =			***938***

Pump Selection

Force Main Diameter (in) =	2
Equivalent Force Main Length (ft) =	938
Hazen-Williams C Factor =	150
Minimum Required Pump Rate (GPM) =	34
Design Pumping Rate (GPM) =	45

GPM	Pressure Head at Connection "All On" (feet)	Pressure Head at Connection "Only Proposed Pump Station On" (feet)	Static Head (feet)	"All On" TDH (feet)	"Only Proposed Pump Station On" TDH (feet)	Velocity (fps)	Pump Head (feet)
45	0	0	23	60	0	4.6	61
50	0	0	23	68	0	5.1	58
55	0	0	23	77	0	5.6	54
60	0	0	23	86	0	6.1	50
65	0	0	23	96	0	6.6	45

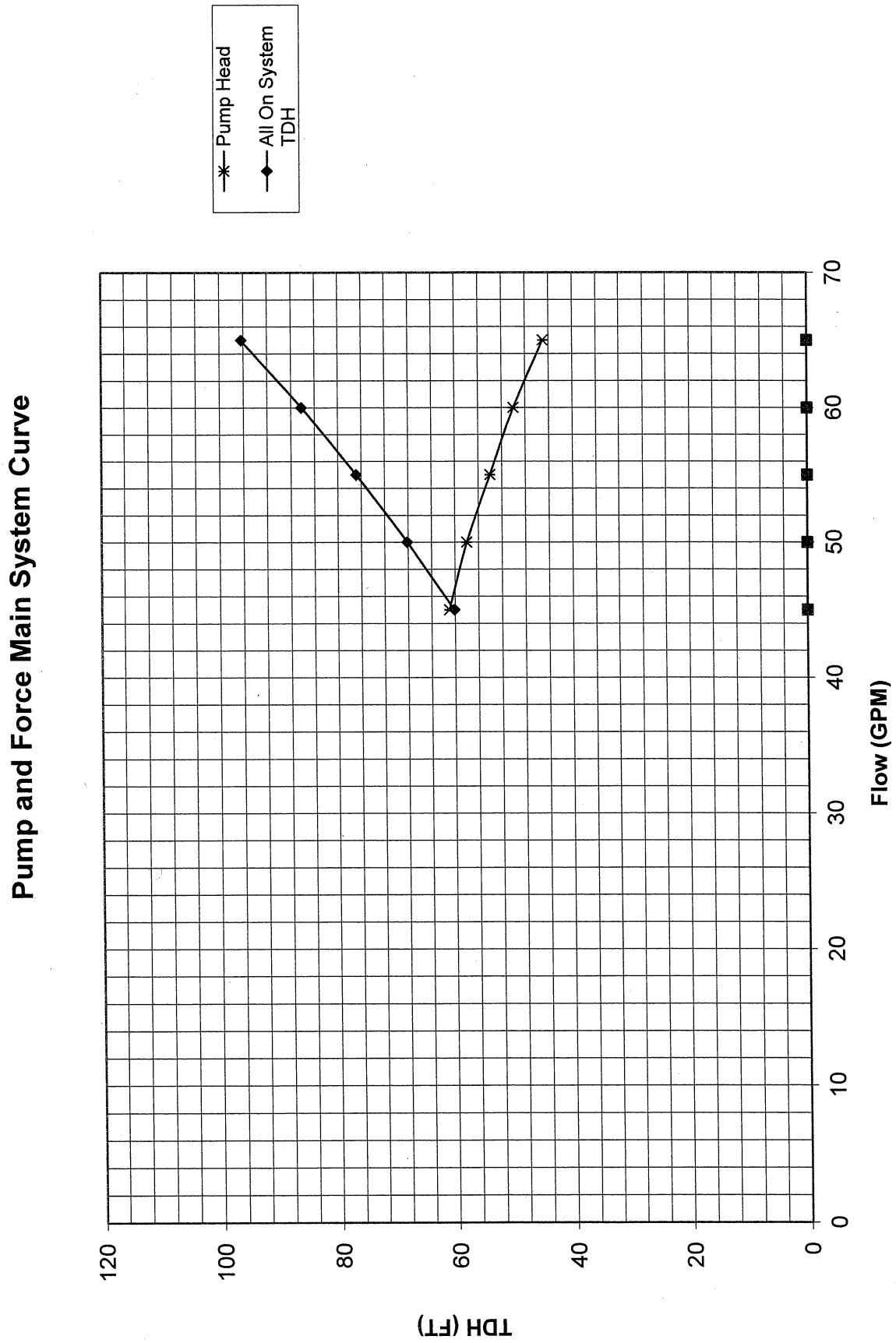
Pump Manufacturer: **Ebara Fluid Handling**

Model Number: **50DGFU62.2(S)**

Impeller Diameter: **123 mm**

Horsepower: **3**

Voltage: **230 (single or three)**


Pump and Force Main System Curve
Pump Head
All On System TDH
TDH (FT)
120
100
80
60
40
20
0
0
10
20
30
40
50
60
70
Flow (GPM)

Station Operation Check

Proposed Operational Point No.1

45	GPM @	60	TDH

Check Wet well Cycle Times

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
4.0	94	4.0	376

Fill = $\frac{\text{Wet well Volume}}{\text{ADF}}$ = 46.0 minutes

Run = $\frac{\text{Wet well Volume}}{\text{Pump Rate - ADF}}$ = 10.2 minutes

Total = 56.2 minutes

Cycle Time = 1.1 Cycles / Hour

Buoyancy Calculations

Wet well Outside Dimensions	5.00	Feet
Wet well Inside Dimensions	4.00	Feet
Wet well Top Slab Elevation	60.00	Feet
Wet well Invert Elevation	46.00	Feet
Extended Base Slab Diameter	5.00	Feet
Extended Base Slab Thickness	1.00	Feet
Top Slab Thickness	1.00	Feet

Calculate Total Volume of Wet well Structure

Volume of Wet well Riser Sections=	275	cf
Volume of Wet well Extended Base=	20	cf
Total Volume of Wet well Structure=	294	cf

Calculate Total Volume of Water Displaced

H20 Displaced = (Volume of Wet well Structure) * (62.4 lbs/cf)

H20 Displaced= 18369 lbs

Calculate Weight of Wet well Components

Section	Total Ht	Weight
Top Slab Thickness (ft.)	1.00	2945
Riser - Total Vertical Ft.	14.00	14844
Base Slab Thickness (ft.)	1.00	2945
Totals=	16	20734

Total Weight of Concrete in Wet well= 20734 lbs.

Calculate Submerged Weight of Soil Above Extended Base/Footing

Total Area of Extended Base	20	sf
Total Area of Wet well Riser	20	sf
Area of Extended Base less Wet well	0	sf
Height of Soil Above Extended Base	14	ft
Volume of Soil Above Extended Base	0	cf
Weight of Soil Above Extended Base (estimated)	50	lbs/cf
Total Weight of Soil Above Extended Base	0	lbs/cf

Flotation Protection Required?

Weight of Concrete and Weight of Soil Above Extended Base	20734	lbs
Weight of Water Displaced By Wet Well:	18369	lbs
Flotation Protection Required?	**NO**	

Pearl Street Lot 3 Bldg C

Wastewater Pump Station

&

Force Main

Design Calculations

Project Name:	**Pearl Street Bldg C**
Location:	**Biddeford ME**
Designed By:	**John Benham**
Checked By:	
Date:	**7/24/25**
Project no.:	
Revision	**revised 8/1/25**

Pearl Street Lot 3 Bldg C

Wastewater Pump Station

&

Force Main

Project Summary

Project Name:	**Lot 3 Bldg C**	
Average Daily Flow (gpm):	**3,280 GPD**	
Pump Operational Point No. 1 (gpm@tdh):	**48 GPM at 58 FT TDH**	
Pump Manufacturer:	**Ebara**	
Model Number:	**50DGFU62.2**	
Impeller Diameter:	**123 mm**	
Horse Power:	**3**	
Voltage:	**230 (single or three)**	
Force Main Diameter (in):	**2**	
Force Main Length (ft):	**720**	**of 2"**
	805	**of 4"**

Tributary
Wastewater Flow Calculations

Establishment	Unit Value (Gal/Day/Unit)	Unit Type	# of Units	Discharge, GPD
Food & Drink - Restaurants, Full Service	20	Seat	158	3,160
Food & Drink - Restaurants, Full Service	12	employees	10	120
Other -				0
		Average Daily Flow (gallons per day)		**3,280**

Design Pumping Flow Rate

Peaking Factor Calculation	
Service Area Population =	10
Peak Factor =	$\frac{18 + \sqrt{P}}{4 + \sqrt{P}}$
Calculated Peak Factor =	4.4
Design Peak Factor =	4.4

Determine Minimum Pump Rate		
Average Daily Flow =	3,280	GPD
Peak Flow =	14,480	GPD
Minimum Pumping Rate Required =	10	GPM
Design Pumping Rate =	**48**	GPM

Cycle Time & Wet Well Geometry

Target Cycles Per Hour			
ADF	=	2	gpm
Pumping Rate	=	48	gpm
Time	=	40.0	min.
Cycles Per Hour =		**1.5**	
Check Cycles Per Hour:		**OK**	
Check Cycles Per Hour:		**OK**	

Determine Wet well Diameter		
Required Volume =	87	Gallons
Pick Wet Well Diameter =	**4.0**	Ft
Pick Wet Well Cycle =	**1.0**	Vert. Ft
Volume in Cycle =	94	Gallons

Vertical Datum Used: **By Engineer**

Determine Wet Well Invert & Float Elevations

Wet well Dia. = **4.0** Ft

Top Elev=	56.50
Gnd Elev=	56.50
SS Invert In=	52.40
Alarm =	50.40
Lag On =	50.40
Lead On =	49.40
Pumps Off =	45.40
Bottom Invert Elev* =	43.40

*As required for complete submergence

OK

Force Main & Piping Design

Off-Site Force Main Data		
Design Pump Rate (gpm) =	48	
Select Force Main Size (in) =	**2**	plus 805 ft 4"
Velocity (fps) =	4.90	
Meets Minimum Velocity Requirement?	**OK**	
Meets Maximum Velocity Requirement?	**OK**	
Required Pump?	**Use Grinder Pump**	
Line Length (ft) =	**720**	
Account for Minor Losses =	5%	
Equiv Length (ft) =	756	

Connection Point:	**Intersection at Lincoln Street SMH**

Pump Station Piping Data	
Design Pump Rate (gpm) =	48
Pick Wet Well & Valve Vault Piping Size (in) =	**2**
Velocity (fps) =	4.90
Meets Minimum Velocity Requirement?	**OK > 2 FPS**
Meets Maximum Velocity Requirement?	**OK < 8 FPS**

Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	2	30	10.00
22.5 bend	1	9	1.50
Branch Tee Flow	1	60	10.00
Check valve	1	135	22.50
Plug Valve	1	17	2.83
			0.00
			0.00
			0.00
Equivalent Fitting Length (ft) =			47
Wet Well & Valve Vault Piping Length (ft) =			**20**
Total Equivalent Pump Station Pipe Length (ft) =			67
Equivalent Off-Site Diameter Length (ft) =			67
Total Equivalent Force Main Length (ft) =			***823***

Pump Selection

Force Main Diameter (in) =	2
Equivalent Force Main Length (ft) =	823
Hazen-Williams C Factor =	150
Minimum Required Pump Rate (GPM) =	10
Design Pumping Rate (GPM) =	48

GPM	Pressure Head at Connection "All On" (feet)	Pressure Head at Connection "Only Proposed Pump Station On" (feet)	Static Head (feet)	"All On" TDH (feet)	"Only Proposed Pump Station On" TDH (feet)	Velocity (fps)	Pump Head (feet)
40	0	0	22	48	0	4.1	65
45	0	0	22	55	0	4.6	61
50	0	0	22	62	0	5.1	58
55	0	0	22	69	0	5.6	54
60	0	0	22	78	0	6.1	50

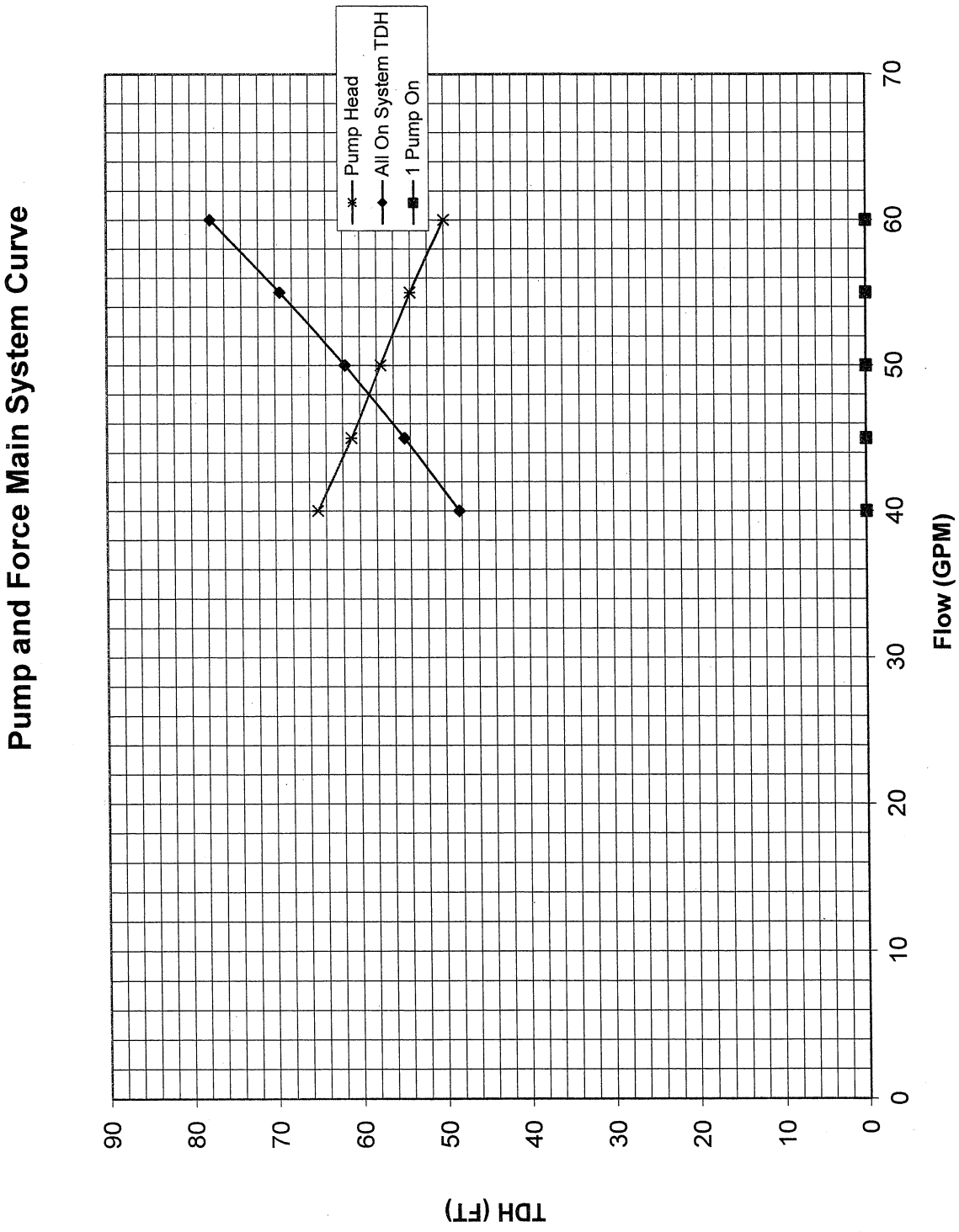
Pump Manufacturer: **Ebara Fluid handling**

Model Number: **50DGFU62.2(S)**

Impeller Diameter: **123 mm**

Horsepower: **3**

Voltage: **230 (single or three)**


Pump and Force Main System Curve
Pump Head
All On System TDH
1 Pump On
TDH (FT)
Flow (GPM)
0
10
20
30
40
50
60
70
80
90
0
10
20
30
40
50
60
70

Station Operation Check

Proposed Operational Point No.1

48	GPM @	58	TDH

Check Wet well Cycle Times

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
4.0	94	1.0	94

Fill = $\frac{\text{Wet well Volume}}{\text{ADF}}$ = 41.2 minutes

Run = $\frac{\text{Wet well Volume}}{\text{Pump Rate - ADF}}$ = 2.1 minutes

Total = 43.3 minutes

Cycle Time = 1.4 Cycles / Hour

Buoyancy Calculations

Wet well Outside Dimensions	**5.00**	Feet
Wet well Inside Dimensions	4.00	Feet
Wet well Top Slab Elevation	56.50	Feet
Wet well Invert Elevation	43.40	Feet
Extended Base Slab Diameter	**5.00**	Feet
Extended Base Slab Thickness	**1.00**	Feet
Top Slab Thickness	**1.00**	Feet

Calculate Total Volume of Wet well Structure

Volume of Wet well Riser Sections=	257	cf
Volume of Wet well Extended Base=	20	cf
Total Volume of Wet well Structure=	277	cf

Calculate Total Volume of Water Displaced

H20 Displaced = (Volume of Wet well Structure) * (62.4 lbs/cf)

H20 Displaced= 17267 lbs

Calculate Weight of Wet well Components

Section	Total Ht	Weight
Top Slab Thickness (ft.)	1.00	2945
Riser - Total Vertical Ft.	13.10	13890
Base Slab Thickness (ft.)	1.00	2945
Totals=	15.1	19780

Total Weight of Concrete in Wet well= 19780 lbs.

Calculate Submerged Weight of Soil Above Extended Base/Footing

Total Area of Extended Base	20	sf
Total Area of Wet well Riser	20	sf
Area of Extended Base less Wet well	0	sf
Height of Soil Above Extended Base	13	ft
Volume of Soil Above Extended Base	0	cf
Weight of Soil Above Extended Base (estimated)	**50**	lbs/cf
Total Weight of Soil Above Extended Base	0	lbs/cf

Flotation Protection Required?

Weight of Concrete and Weight of Soil Above Extended Base	19780	lbs
Weight of Water Displaced By Wet Well:	17267	lbs
Flotation Protection Required?	NO	

Pearl Street Lot 3 Bldg D

Wastewater Pump Station

&

Force Main

Design Calculations

Project Name:	**Pearl Street Bldg D**
Location:	**Biddeford ME**
Designed By:	**John Benham**
Checked By:	
Date:	**7/24/25 revised 8/1/25**
Project no.:	

Pearl Street Lot 3 Bldg D

Wastewater Pump Station

&

Force Main

Project Summary

Project Name:	**Lot 3 Bldg D**
Average Daily Flow (gpm):	**1,350 GPD**
Pump Operational Point No. 1 (gpm@tdh):	**44 GPM at 62 FT TDH**
Pump Manufacturer:	**Ebara**
Model Number:	**50DGFU62.2**
Impeller Diameter:	**123 mm**
Horse Power:	**3**
Voltage:	**230 single or three**
Force Main Diameter (in):	**2**
Force Main Length (ft):	**920**

Tributary
Wastewater Flow Calculations

Establishment	Unit Value (Gal/Day/Unit)	Unit Type	# of Units	Discharge, GPD
Townhouse, 3 BR	270	Townhouse	5	1,350
Other -				0
		Average Daily Flow (gallons per day)		**1,350**

Design Pumping Flow Rate

Peaking Factor Calculation	
Service Area Population =	18
Peak Factor =	$\frac{18 + \sqrt{P}}{4 + \sqrt{P}}$
Calculated Peak Factor =	4.4
Design Peak Factor =	4.4

Determine Minimum Pump Rate		
Average Daily Flow =	1,350	GPD
Peak Flow =	5,922	GPD
Minimum Pumping Rate Required =	4	GPM
Design Pumping Rate =	**44**	GPM

Cycle Time & Wet Well Geometry

Target Cycles Per Hour			
ADF	=	1	gpm
Pumping Rate	=	44	gpm
Time	=	40.0	min.
Cycles Per Hour =		**1.5**	
Check Cycles Per Hour:		**OK**	
Check Cycles Per Hour:		**OK**	

Determine Wet well Diameter		
Required Volume =	37	Gallons
Pick Wet Well Diameter =	**4.0**	Ft
Pick Wet Well Cycle =	**1.0**	Vert. Ft
Volume in Cycle =	94	Gallons

Vertical Datum Used: **By Engineer**

Determine Wet Well Invert & Float Elevations

Wet well Dia. = **4.0** Ft

Top Elev=	62.00
Gnd Elev=	62.00
SS Invert In=	56.50
Alarm =	54.50
Lag On =	54.50
Lead On =	53.50
Pumps Off =	49.50
Bottom Invert Elev* =	46.50

*As required for complete submergence

OK

Force Main & Piping Design

Off-Site Force Main Data		
Design Pump Rate (gpm) =	44	
Select Force Main Size (in) =	**2**	plus 705 ft 4"
Velocity (fps) =	4.49	
Meets Minimum Velocity Requirement?	**OK**	
Meets Maximum Velocity Requirement?	**OK**	
Required Pump?	**Use Grinder Pump**	
Line Length (ft) =	**920**	
Account for Minor Losses =	5%	
Equiv Length (ft) =	966	

Connection Point:	**Intersection at Lincoln Street SMH**

Pump Station Piping Data	
Design Pump Rate (gpm) =	44
Pick Wet Well & Valve Vault Piping Size (in) =	**2**
Velocity (fps) =	4.49
Meets Minimum Velocity Requirement?	**OK > 2 FPS**
Meets Maximum Velocity Requirement?	**OK < 8 FPS**

Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	2	30	10.00
22.5 bend	1	9	1.50
Branch Tee Flow	1	60	10.00
Check valve	1	135	22.50
Plug Valve	1	17	2.83
			0.00
			0.00
			0.00
Equivalent Fitting Length (ft) =			47
Wet Well & Valve Vault Piping Length (ft) =			**20**
Total Equivalent Pump Station Pipe Length (ft) =			67
Equivalent Off-Site Diameter Length (ft) =			67
Total Equivalent Force Main Length (ft) =			***1033***

Pump Selection

Force Main Diameter (in) =	2
Equivalent Force Main Length (ft) =	1033
Hazen-Williams C Factor =	150
Minimum Required Pump Rate (GPM) =	4
Design Pumping Rate (GPM) =	44

GPM	Pressure Head at Connection "All On" (feet)	Pressure Head at Connection "Only Proposed Pump Station On" (feet)	Static Head (feet)	"All On" TDH (feet)	"Only Proposed Pump Station On" TDH (feet)	Velocity (fps)	Pump Head (feet)
40	0	0	22	55	0	4.1	65
45	0	0	22	63	0	4.6	61
50	0	0	22	72	0	5.1	58
55	0	0	22	81	0	5.6	54
60	0	0	22	91	0	6.1	50

Pump Manufacturer: **Ebara Fluid handling**

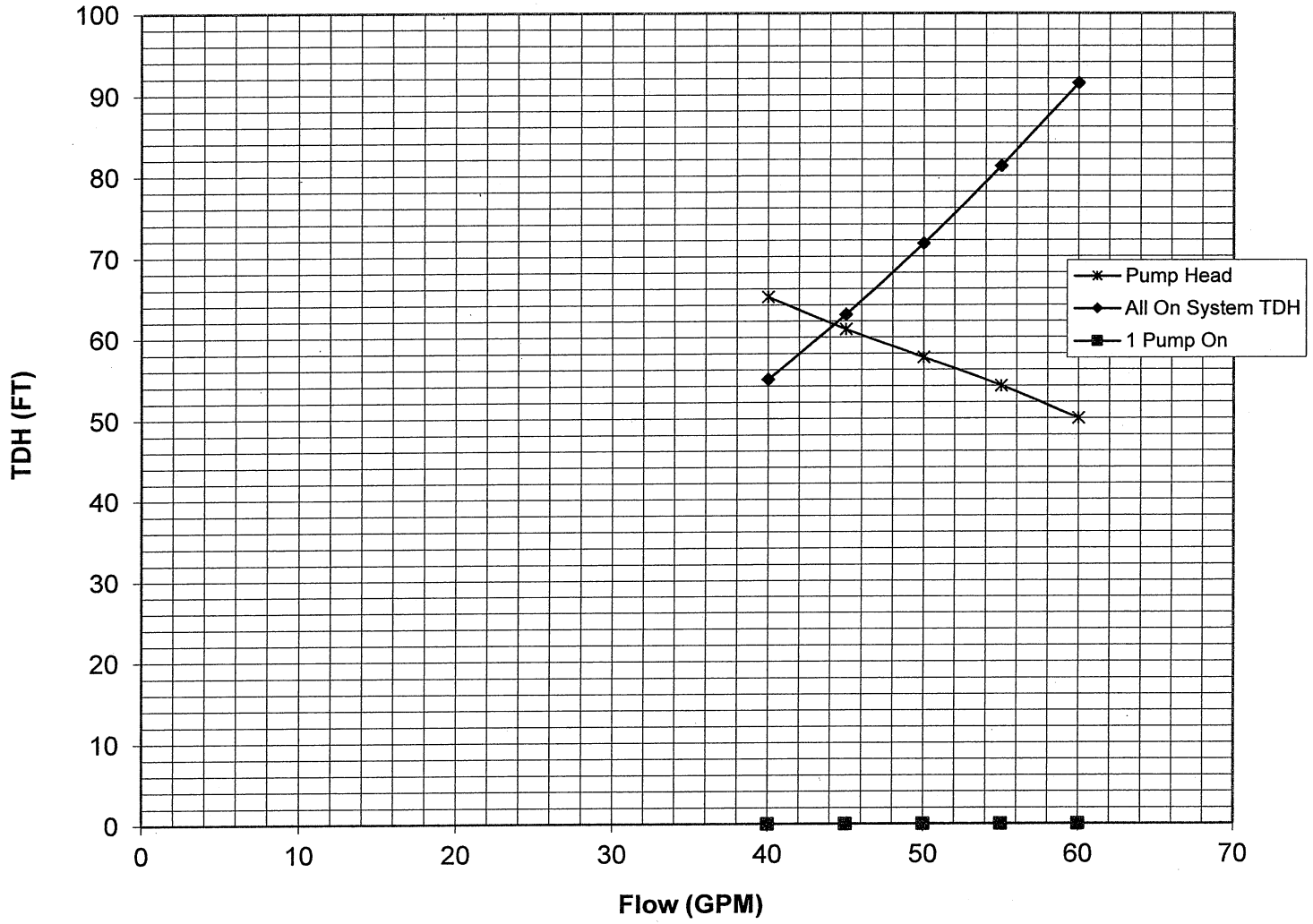
Model Number: **50DGFU62.2(S)**

Impeller Diameter: **123 mm**

Horsepower: **3**

Voltage: **230 (single or three)**

Pump and Force Main System Curve



Station Operation Check

Proposed Operational Point No.1

44	GPM @	62	TDH

Check Wet well Cycle Times

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
4.0	94	1.0	94

Fill = $\frac{\text{Wet well Volume}}{\text{ADF}}$ = 100.2 minutes

Run = $\frac{\text{Wet well Volume}}{\text{Pump Rate - ADF}}$ = 2.2 minutes

Total = 102.4 minutes

Cycle Time = 0.6 Cycles / Hour

Buoyancy Calculations

Wet well Outside Dimensions	**5.00**	Feet
Wet well Inside Dimensions	4.00	Feet
Wet well Top Slab Elevation	62.00	Feet
Wet well Invert Elevation	46.50	Feet
Extended Base Slab Diameter	**5.00**	Feet
Extended Base Slab Thickness	**1.00**	Feet
Top Slab Thickness	**1.00**	Feet

Calculate Total Volume of Wet well Structure

Volume of Wet well Riser Sections=	304	cf
Volume of Wet well Extended Base=	20	cf
Total Volume of Wet well Structure=	324	cf

Calculate Total Volume of Water Displaced

H20 Displaced = (Volume of Wet well Structure) * (62.4 lbs/cf)

H20 Displaced= 20206 lbs

Calculate Weight of Wet well Components

Section	Total Ht	Weight
Top Slab Thickness (ft.)	1.00	2945
Riser - Total Vertical Ft.	15.50	16434
Base Slab Thickness (ft.)	1.00	2945
Totals=	17.5	22325

Total Weight of Concrete in Wet well= 22325 lbs.

Calculate Submerged Weight of Soil Above Extended Base/Footing

Total Area of Extended Base	20	sf
Total Area of Wet well Riser	20	sf
Area of Extended Base less Wet well	0	sf
Height of Soil Above Extended Base	16	ft
Volume of Soil Above Extended Base	0	cf
Weight of Soil Above Extended Base (estimated)	**50**	lbs/cf
Total Weight of Soil Above Extended Base	0	lbs/cf

Flotation Protection Required?

Weight of Concrete and Weight of Soil Above Extended Base	22325	lbs
Weight of Water Displaced By Wet Well:	20206	lbs
Flotation Protection Required?	**NO**	

Section 18

Solid Waste

Section 18. Solid Waste

The property management company or owner shall be responsible for managing and contracting with a private hauler to remove solid waste. The expectation is that solid waste would be collected as needed by the private hauler. All solid waste containers are anticipated to be located internally.

Solid waste produced by the residential redevelopments is predictable in that it will generate a fair amount of recyclable material such as cardboard and plastic due to residents' daily needs. Garbage generation for the residential buildings is anticipated to be relatively low when compared to a typical residential use given the urban environment that provides amenities and services in proximity to the living space. Solid waste produced by the proposed commercial use restaurant will be predicable in that it will generate a fair amount of trash and compostable material.

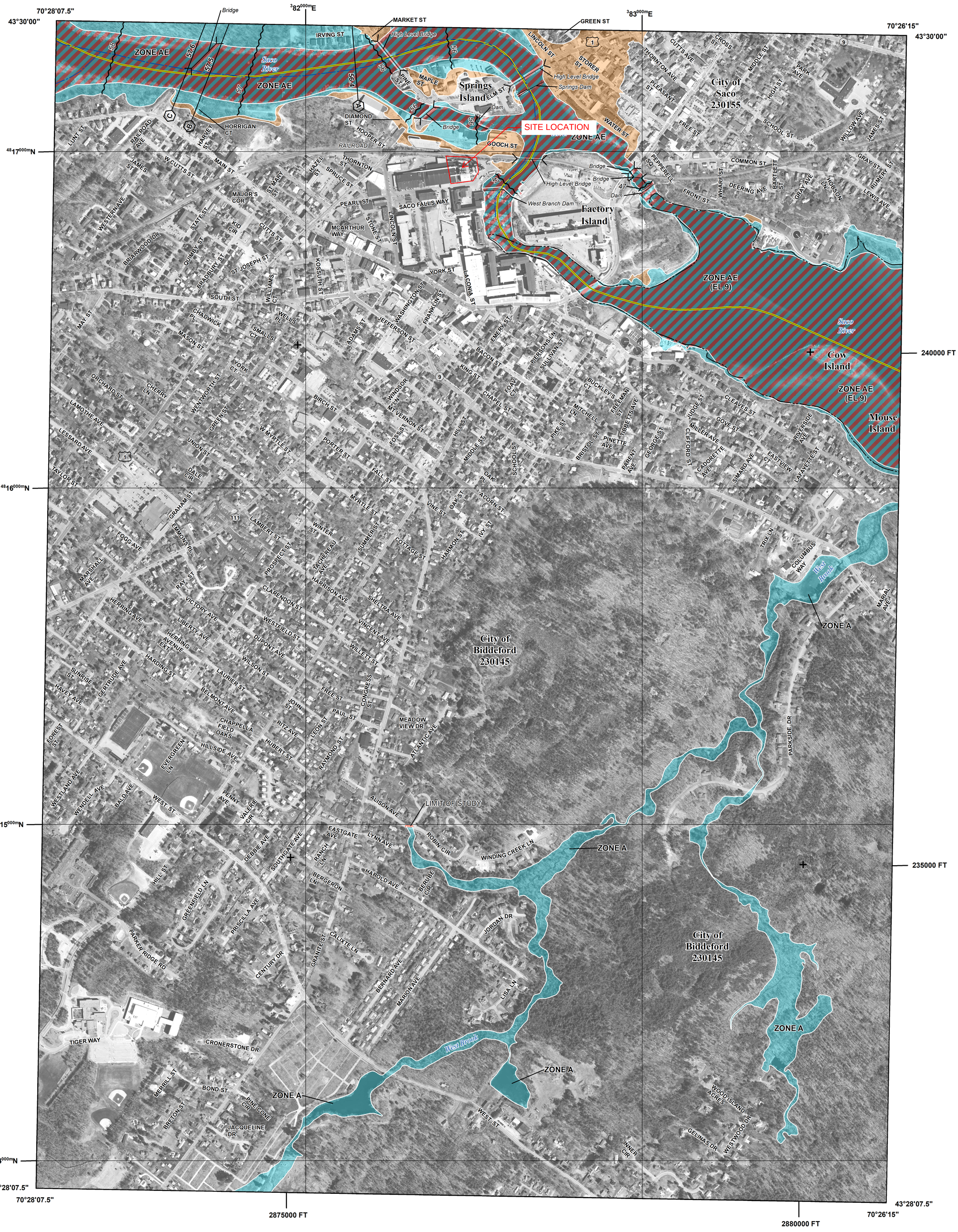
Section 19

Flooding

Section 19. Flooding

The proposed redevelopment project does not anticipate increasing peak flow runoff rates due to the decrease in impervious area from the previous MERC facility conditions. In addition, the projects stormwater will be directed to an existing subsurface treatment system that has been conservatively sized to treat and store stormwater for the site. The project is located near a major river segment (Saco River) and is eligible for a waiver from the flooding standard per Chapter 500, Section F, 3.

Attached is the FEMA flood map 23031C0452G dated 7/17/2024 which shows the site.



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT

HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) *Zone A,V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- E 18.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 — Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM provided in digital format by State of Maine, Maine office of GIS (MeGIS). This information was derived from MeGIS, dated 2012.

The map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and FDTs may reflect stream channel distances that differ from what is shown on the map.

SCALE

N

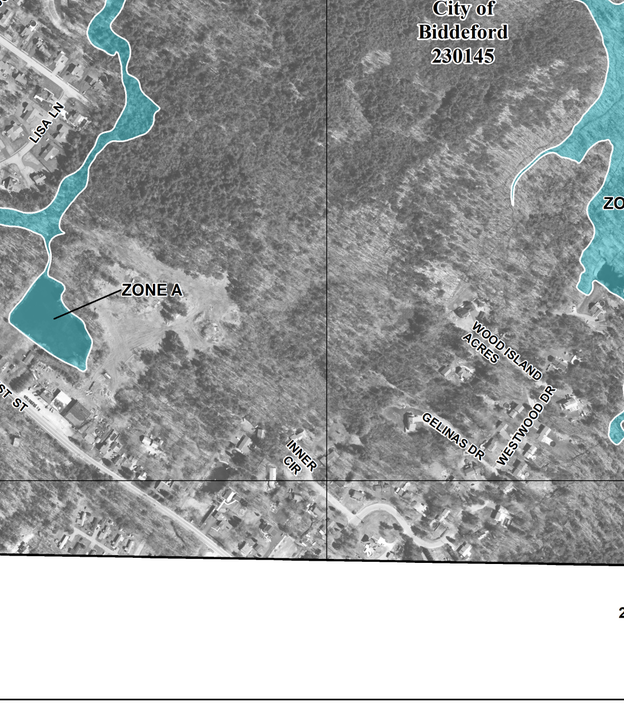
Map Projection:
NAD 1983 UTM Zone 19N;
Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

0 125 250 500 Meters

PANEL LOCATOR



FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

YORK COUNTY, MAINE
All Jurisdictions

PANEL 0452 OF 0800

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BIDDEFORD, CITY OF	230145	0452	G
SACO, CITY OF	230155	0452	G

VERSION NUMBER
2.3.2.1

MAP NUMBER
23031C0452G

EFFECTIVE DATE
July 17, 2024

Section 20

Blasting

Section 20. Blasting

The project does anticipate some blasting during construction. Please refer to the General Blasting Recommendations and Boring Logs within the Geotechnical Report by Summit Geoengineering Services, Inc (found in Section 11. Soils). If required, the contractor shall be responsible for obtaining a blasting permit by the City of Biddeford's Fire Department and in conformance with the Code of Ordinances, Chapter 34, Article V: Blasting.

Section 21

Air Emissions

Section 21. Air Emissions

The project will not produce any point source air emissions. The project will also not produce any non-point source air emissions besides the vehicle traffic circulating throughout the site.

Section 22

Odors

Section 22. Odors

The project does not anticipate to produce any odors other than typical vehicle exhaust. The affected areas will be within the site where vehicles may idle.

Section 23

Water Vapor

Section 23. Water Vapor

The project is not anticipated to produce significant amounts of water vapor.

Section 24

Sunlight

Section 24. Sunlight

The proposed project does not anticipate blocking direct sunlight for abutting structures utilizing solar energy.

Section 25

Notices

Section 25. Notices

Notices for the public information meeting and for the intent to file application have been sent to all abutters and to City Planning Department officials on 6/9/25 as part of this Site Law Amendment submission to the city of Biddeford. The Newspaper notice is anticipated to be circulated on 6/10/2025.See attached for the list of abutters within 1,000 ft and associated abutter map.

It should be noted that the old certification form is provided that requests for mailings to be sent to direct abutters. (The mailings were sent to all abutters within 1,000 ft of the project to meet the DEPs updated requirements). New forms are not found on the DEPs website at this time. It is our understanding the DEP has been working on their new MELS system and this could be a reason why forms are not readily available.

Public Notice

Notice of Intent to File

Please take notice that 3 Lincoln, LLC, with a mailing address of 80 Exchange Street, Suite 400, Portland ME 04101, is intending to file a Stormwater Management Law Permit Application with the Maine Department of Environmental Protection (DEP) pursuant to the provisions of 38 M.R.S. § 420-D on or about: June 27th, 2025.

The project proposes to amend the previously approved DEP Stormwater Permits (L-10282-NJ-A-N & L-10282-NJ-C-A) programming on Pearl Street (Lot 3) in Biddeford from three total buildings to four. The amendment includes the addition of 5 townhomes and revises the original programming of building A from 85 to 52 units, building B from 129 to 85 units and building C will remain a restaurant use.

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Environmental Protection's office in Portland during normal working hours. A copy of the application may also be seen at the municipal offices in Biddeford, Maine.

Written or public comments may be sent to the regional office in Portland where the application is filed for public inspection: MDEP, Southern Maine Regional Office, 312 Canco Road, Portland, Maine, 04103.

PUBLIC NOTICE FILING AND CERTIFICATION

Department Rules, Chapter 2, require an applicant to provide public notice for all Stormwater Management Law projects within 30 days prior to filing the application. In the notice, the applicant must provide the information included in the attached Notice of Intent to File form. "Abutter" for the purposes of the notice provision means any person who owns property that is contiguous with the property on which the project requiring a license from the Department is proposed.

1. **Newspaper:** You must publish the Notice of Intent to File in a newspaper circulated in the area where the activity is located. The notice must appear in the newspaper within 30 days prior to the filing of the application with the Department. You may use the attached Notice of Intent to File form, or one containing identical information, for newspaper publication.

2. **Abutters and Others Owning Land Within 1,000 Feet:** You must mail a copy of the Notice of Intent to File to abutters and all persons owning land within 1,000 feet of the proposed project. Their names and addresses can be obtained from the town tax maps or local officials. They must receive notice within 30 days prior to the filing of the application with the Department.

3. **Municipal Office or County Commissioner(s):** You must mail a copy of the Notice of Intent to File and a duplicate of the entire application to the Municipal Office or, if the proposed project is located in an unorganized or deorganized area of the State, to the county commissioner(s). The Municipal Office or county commissioner(s) must receive notice within 30 days prior to the filing of the application with the Department.

ATTACH a copy of the published notice and a list of persons to whom notice was provided.

CERTIFICATION

By signing below, the applicant or authorized agent certifies that:

1. A Notice of Intent to File was published in a newspaper circulated in the area where the project site is located within 30 days prior to filing the application;

2. A mailing of the Notice of Intent to File was sent to all abutters and all other persons owning land within 1,000 feet of the proposed project within 30 days prior to filing of the application;

3. A mailing of the Notice of Intent to File, and a duplicate copy of the application was sent to the town office of the municipality in which the project is located or, if applicable, to the county commissioner(s); and

4. Provided notice of and held a public informational meeting, if required, in accordance with the Department's Chapter 2 rules, Processing of Applications and Other Administrative Matters, Section 12, prior to filing the application. Notice of the meeting was sent to abutters and all other persons owning land within 1,000 feet of the proposed project and to the town office of the municipality in which the project is located or to the county commissioner(s), as applicable, at least at least ten days prior to the meeting. Notice of the meeting was also published once in a newspaper circulated in the area where the project site is located at least seven days prior to the meeting.

The Public Informational Meeting was held on N/A _____.
(Date)

Approximately _____ members of the public attended the Public Informational Meeting.

Zachary Stevens
_____
Signature of Applicant or Authorized Agent

6/17/25
_____
Date

MBLU	Owner Name 1 Owner Name 2	Mailing Address 1	Mailing City Mailing State Mailing Zip
38-376	LUCID PROPERTIES, LLC	215 MAIN ST	BIDDEFORD, ME 04005
38-111	COMMUNITY HOUSING OF MAI	1 CITY CENTER 4TH FL	PORTLAND, ME 04101
40-37	TRUMPLER, NICHOLAS A	6 TALL PINES LN	SACO, ME 04072-9577
40-55	PRECISION SCREW MACHINE F	PO BOX 1944	BIDDEFORD, ME 04005
38-114	OUELLETTE, ROLANDE M	37 STONE ST	BIDDEFORD, ME 04005
40-10	B & D MEREALTY, LLC	172 WORCESTER RD	NATICK, MA 01760
38-119	LU, QIU SHUN	2 HEMLOCK DR	SACO, ME 04072
40-55-1	BIF II US RENEWABLE LLC	BARCLAY DAMON LLP (AMO)	SYRACUSE, NY 13202
38-372	CITY OF BIDDEFORD SHEVENE	PO BOX 586	BIDDEFORD, ME 04005-0586
38-124-1	BIDDEFORD SAVINGS BANK	MAINE COMMUNITY BANK ATTN: ACC	WESTBROOK, ME 04098-0558
40-10-1	B & D MEREALTY, LLC	172 WORCESTER RD	NATICK, MA 01760
38-379	TERCAT NORTH REALTY LLC C/	375 TOTTEN POND RD STE 200	WALTHAM, MA 02451
40-38	CITY OF BIDDEFORD	PO BOX 586	BIDDEFORD, ME 04005-0586
40-14	DO, TRANG THI & LE, TRUNG Q	555 DAISEY RD	LILESVILLE, NC 28091
40-57	JB PROPERTIES, LLC	PO BOX 2148	BIDDEFORD, ME 04005
40-67-1	PELONE, LLC	419 PRESUMPSCOT ST	PORTLAND, ME 04103
	MILLS AT PEPPERELL LLC THE	2 MAIN ST SUITE 17301E	BIDDEFORD, ME 04005
40-67	C & T REALTY, LLC	4 INNKEEPER LN	FALMOUTH, ME 04105-2530
38-377	SACO RIVER REALTY LLC	193 MAIN ST SUITE 106	BIDDEFORD, ME 04005
40-52-1	BIF II US RENEWABLE LLC	BARCLAY DAMON LLP (AMO)	SYRACUSE, NY 13202
40-28	YD HOLDINGS, LLC	5 RITA RD	KENNEBUNKPORT, ME 04046
40-52-2	LI, RI TENG WANG, WEI YI	PO BOX 495	MOODY, ME 04054
40-10-2	B & D MEREALTY, LLC	172 WORCESTER RD	NATICK, MA 01760
40-31	PORCELLA, BREWSTER	6720 SPRINGHILL DR	FREDERICK, MD 21702
40-13	WEBB, DOREEN A	15 HOOPER ST	BIDDEFORD, ME 04005-2016
40-70	ROWELL, LLC	PO BOX 157	SPRINGVALE, ME 04083
	MILLS AT PEPPERELL LLC THE	2 MAIN ST SUITE 17301E	BIDDEFORD, ME 04005
40-52	KITCHEN, STEPHEN C	560 ELM ST	MERCER, ME 04957
40-58	BOSTON & MAINE RAILROAD C	500 WATER ST J-910	JACKSONVILLE, FL 32202
38-134	FULL CIRCLE PROPERTIES LLC	215 MAIN ST	BIDDEFORD, ME 04005
40-5	J E PROPERTIES LLC C/O DUPU	2 SPRUCE ST	BIDDEFORD, ME 04005
40-42	FIVE GAS, LLC	778 PORTLAND RD	SACO, ME 04072
40-32	CLARK, WILLIAM E JR & KATHER	38 MAPLE ST	BIDDEFORD, ME 04005-2021
40-73	DROWN, WILLIAM C	30 STONE ST	BIDDEFORD, ME 04005-2005
38-135	THE 227 GROUP	PO BOX 1259	BIDDEFORD, ME 04005
40-23	88 ELM STREET, LLC	172 WORCESTER RD	NATICK, MA 01760-2229
40-1	FJH PROPERTIES, LLC	35 CARROLL ST	FALMOUTH, ME 04105
40-25-1	GLOVES ETC INC C/O BRIAN T	PO BOX 546	BIDDEFORD, ME 04005-0546
	NORTH DAM LLC	2 MAIN ST 17-301E	BIDDEFORD, ME 04005
40-16	O'KEEFE, SEAN & REBECCA	31 HOOPER ST	BIDDEFORD, ME 04005
40-26	ANASTASOFF, ALEXANDER P	PO BOX 2895	SOUTH PORTLAND, ME 04106
71-9	RIVERDAM MILL LLC	PO BOX 535	BUXTON, ME 04093
38-350	KEELY, VINCENT ET AL	25 OCEANVIEW DR	BIDDEFORD, ME 04005

38-127	244 MAIN ST PROPERTIES INC	MAINE COMMUNITY BANK ATTN: ACC	WESTBROOK, ME 04098-0558
40-67-2	PELONE, LLC	419 PRESUMPSCOTT ST	PORTLAND, ME 04103
40-71-1	SHAI PROPERTY MANAGEMENT	316 MAIN ST STE 202	BIDDEFORD, ME 04005
40-12	TREADWELL, ASHLEY	11 HOOPER ST	BIDDEFORD, ME 04005
40-24	PFP LAWRENCE INC. NORTHE	56 KEARNEY RD	NEEDHAM, MA 02494
40-6	VANCE, WARREN VANCE, MICH	PO BOX 661	SACO, ME 04072
38-113	P&C HOLDINGS, LLC	260 MAIN ST	BIDDEFORD, ME 04005
40-56	FIFTY NINE ELM STREET LLC	380 WARREN AVE	PORTLAND, ME 04103
38-338-1	SACO RIVER REALTY LLC	193 MAIN ST SUITE 106	BIDDEFORD, ME 04005
40-36	POULIN, MAURICE C	487 LIMERICK RD	ARUNDEL, ME 04046
38-112	YORK COUNTY COMMUNITY AC	PO BOX 72	SANFORD, ME 04073-0072
40-5-1	BOSTON & MAINE RAILROAD C	500 WATER ST J-910	JACKSONVILLE, FL 32202
40-69	ROWELL, LLC	PO BOX 157	SPRINGVALE, ME 04083
38-29	DE DONUTS HOLDINGS LLC C/	476 ALFRED ST	BIDDEFORD, ME 04005
40-20-1	ARGETES, DEBRA M	22 HOOPER ST	BIDDEFORD, ME 04005
38-123	MCARTHUR LIBRARY ASSOCIAT	270 MAIN ST	BIDDEFORD, ME 04005-2413
40-8	BOUCHER, NELSON & ROBERT	9 THORNTON ST	BIDDEFORD, ME 04005-2023
	MILLS AT PEPPERELL LLC THE	2 MAIN ST SUITE 17301E	BIDDEFORD, ME 04005
71-9-4	COUNTING HOUSE LLC	25 SUMMER ST	PORTLAND, ME 04102
40-25	RSTBR LLC	18 KELLY LN	SCARBOROUGH, ME 04070
40-29	LAPIERRE, GERARD H & JANICE	17 PINE ST	BIDDEFORD, ME 04005-2032
40-35	COVEHEAD BAY HOLDINGS, LL	48 OCEANSIDE DR	SACO, ME 04072
40-71	23 LINCOLN, LLC	PO BOX 2456	OGUNQUIT, ME 03907-2456
40-39-1	NEW DAM, LLC	14 ELM ST	BIDDEFORD, ME 04005
40-5-2	J E PROPERTIES, LLC	2 SPRUCE ST	BIDDEFORD, ME 04005
38-351	208 MAIN BIDDEFORD, LLC	1504 STANFORD DR NE	ALBUQUERQUE, NM 87106
38-128	BIDDEFORD SAVINGS BANK	MAINE COMMUNITY BANK ATTN: ACC	WESTBROOK, ME 04098-0558
40-68	FRECHETTE PROPERTIES, LLC	129 COTTAGE RD	GRAY, ME 04039
40-55-2	BIF II US RENEWABLE LLC	BARCLAY DAMON LLP (AMO)	SYRACUSE, NY 13202
38-115	GARNER, ELIZABETH W	10 PEARL ST	BIDDEFORD, ME 04005
40-30	GMMG PROPERTIES, LLC	58 NEW COUNTY RD	SACO, ME 04072
40-18	TIBBETTS, MARK P	24 HOOPER ST	BIDDEFORD, ME 04005
38-129-1	FOURTH GEN, LLC	30 ORCHARD ST	BIDDEFORD, ME 04005
38-338	THACHER HOTEL LLC	193 MAIN ST	BIDDEFORD, ME 04005
40-33	MCFARLAND, RICHARD A	976 BRIGHTON AVE	PORTLAND, ME 04102-1008
38-130	BANGOR SAVINGS BANK	PO BOX 930	BANGOR, ME 04402-0930
40-27	LAURIE AND DAVID, LLC	307 EAST BRIDGE ST	WESTBROOK, ME 04092
40-8-1	FORZLEY, CHARLES N	329 STARLIT WAY	MYRTLE BEACH, SC 29579
38-129	NEW MORNING BIDDEFORD, LI	230 MAIN ST	BIDDEFORD, ME 04005
40-41	ARMSTRONG, C D	14 ELM ST	BIDDEFORD, ME 04005-2008
40-40	NEW DAM, LLC	14 ELM ST	BIDDEFORD, ME 04005
38-378	EHDG DEVELOPMENT PROPER	26 PLYMOUTH DR	SACO, ME 04072-1734
71-9-2	THE LOFTS AT SACO FALLS, LP	10 FREE ST, 3RD FLOOR	PORTLAND, ME 04101

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40-11	TRACY, SUSAN A HALE, SHER A	3 HOOPER ST	BIDDEFORD, ME 04005
40-43	FIVE GAS, LLC	778 PORTLAND RD	SACO, ME 04072
40-51	BIF II US RENEWABLE LLC	BARCLAY DAMON LLP (AMO)	SYRACUSE, NY 13202
40-56-1			,
38-124	P&C HOLDINGS, LLC	260 MAIN ST #1	BIDDEFORD, ME 04005
40-7	DEVLIN, MARTIN	416 MAIN ST #2	SACO, ME 04072-1523
40-20	WILMOT, KELLY T & DANIEL J	20 HOOPER ST	BIDDEFORD, ME 04005
38-116	BROWN, VANESSA	6 PEARL ST APT 202	BIDDEFORD, ME 04005
40-22	LANDRY, ANDREW D	6 HOOPER ST	BIDDEFORD, ME 04005
40-6-1	POIRIER, ROLAND & CECILE T	43 SHADAGEE RD	SACO, ME 04072
40-50	ARMSTRONG, CHARLES D C/O	14 ELM ST	BIDDEFORD, ME 04005-2008
38-117	TRAN, CAM & SANG	110 WESTERN AVE	BIDDEFORD, ME 04005
40-39	READY, FRANCES	18 MAPLE ST	BIDDEFORD, ME 04005-2021
40-26-1	ANASTASOFF APARTMENTS, LL	PO BOX 2895	SOUTH PORTLAND, ME 04116
40-72	ATRIX NORTH REALTY LLC C/O	375 TOTTEN POND RD STE 200	WALTHAM, MA 02451
38-133	CITY OF BIDDEFORD MUNICIP/	PO BOX 586	BIDDEFORD, ME 04005-0586
			,
			,
71-9-1	THE MILL AT SACO FALLS LP C	10 FREE ST, 3RD FLOOR	PORTLAND, ME 04101
			,
			,
71-2	CITY OF BIDDEFORD	PO BOX 586	BIDDEFORD, ME 04005
40-55-3	PRECISION SCREW MACHINE F	PO BOX 1944	BIDDEFORD, ME 04005
38-134-1	THE 227 GROUP	PO BOX 1259	BIDDEFORD, ME 04005
38-132	CITY OF BIDDEFORD CITY PARI	PO BOX 586	BIDDEFORD, ME 04005-0586
			,
71-9-3	MACHINE SHOP #1 STUMP, LLC	PO BOX 535	BUXTON, ME 04093
38-125	BIDDEFORD SAVINGS BANK	MAINE COMMUNITY BANK ATTN: ACC	WESTBROOK, ME 04098-0558
71-4	TLC BUGBEE BROWN BUILDIN(	1 BLACKBERRY LN	SACO, ME 04072
71-5	LHL HOLDINGS, LLC	3 PENSTOCK WAY	NEWMARKET , NH 03857
38-126	BIDDEFORD SAVINGS BANK	MAINE COMMUNITY BANK ATTN: ACC	WESTBROOK, ME 04098-0558
38-131	BANGOR SAVINGS BANK	PO BOX 930	BANGOR, ME 04402-0930
71-8	CITY OF BIDDEFORD	PO BOX 586	BIDDEFORD, ME 04005-0586
71-5-1	GALLAGHER'S RAINBOW INC	36 MAY ST	BIDDEFORD, ME 04005
71-10			,

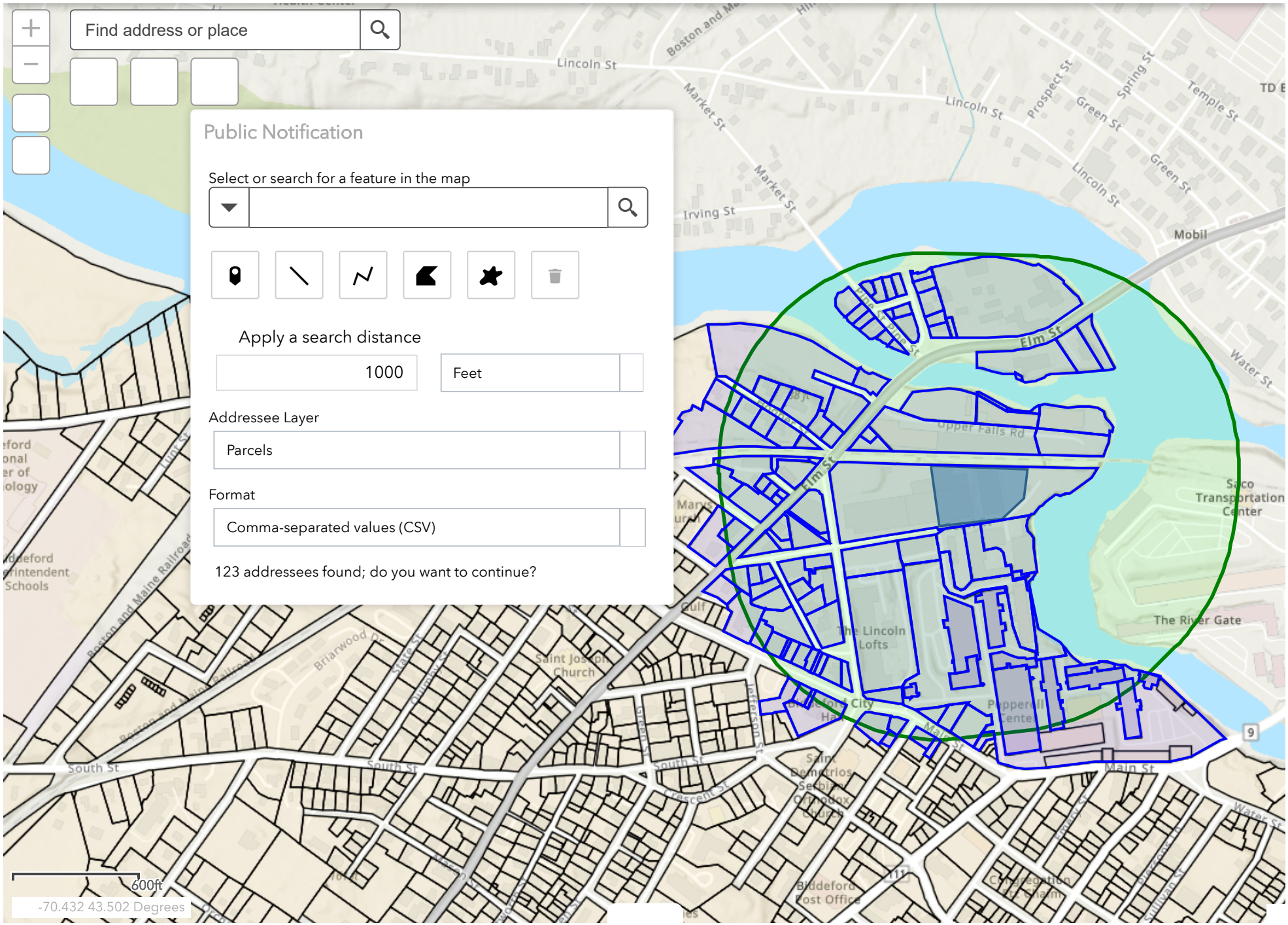
Saco

037002000000	BUILDING 108 ASSOCIATES LP	PO BOX 759	ME,04072
37004000000	BROOKFIELD WHITE PINE HYDI	BARCLAY DAMON LLP	NY,NY,13202
37003000000	CENTRAL ME POWER CO	LOCAL TAXES	ME,04101
37010000000	CITY OF SACO	300 MAIN ST	ME,04072
37999000000	BOSTON & MAINE RAILROAD	IRON HORSE PARK	NORTH BILLERICA, MA 018862

37002000000	BUILDING 108 ASSOCIATES LP	PO BOX 759	ME,04072
37001001000	MILLER SETH	1 SACO ISLAND TERRACE 406	ME,04072
037001000000	THE ROTM LOFTS LLC	PO BOX 596	ME,04345
37008001000	SACO MILL NO 4 LLC	3 PENSTOCK WAY	NH,03857

1 2025 Abbutters and Mailing Lists

with ArcGIS Web AppBuilder



Section 26

Maine Tribe & Nations Correspondence

Section 26. Maine Tribes/Nations Correspondence

See attached letters to associated Maine Tribes and their corresponding responses received thus far.

ACORN ENGINEERING, INC.

Mr. Donald Soctomah, THPO
Passamaquoddy Tribe of Indians
Pleasant Point & Indian Township Reservation
PO Box 343
Perry, Maine 04667

December 14th, 2022

Subject: Presence of Tribes
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

Dear Mr. Donald Soctomah:

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests information from the Tribe of Passamaquoddy Tribe of Indians regarding potential nearby historic, archaeological, or tribal areas.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:
EX-1 Vicinity Map

Tribal Historic Preservation Office
Passamaquoddy Tribe
PO Box 159 Princeton, Me. 04668
207-214-4051

December 14, 2022

Zachary Stevens, E.I.
Project Engineer
Licensed in Maine
Acorn Engineering, Inc.
PO Box 3372
Portland, Maine 04104

- Re: Biddeford – 3 Lincoln St Project

Dear Zachary;

The Passamaquoddy THPO has reviewed the following applications regarding the historic properties and significant religious and cultural properties in accordance with NHPA, NEPA, AIRFA, NAGPRA, ARPA, Executive Order 13007 Indian Sacred Sites, Executive Order 13175 Consultation and Coordination with Indian Tribal 107 Maine State Governments, and Executive Order 12898 Environmental Justice.

The Projects listed above will not have any impact on cultural and historical concerns of the Passamaquoddy Tribe. Should buried artifacts, human remains, cultural sites or ground features be unexpectedly unearthed during ground disturbing activities, all construction should immediately cease and the resources be examined by a professional archaeologist. Additionally, all appropriate authorities-including all pertinent tribal entities should be notified.

Sincerely;

Donald Soctomah
Soctomah@gmail.com
THPO
Passamaquoddy Tribe

ACORN ENGINEERING, INC.

Kendyl Reis, THPO
Mi'Kmaq Nation
7 Northern Road
Presque Isle, ME 04769

December 14th, 2022

Subject: Presence of Tribes
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

Dear Kendyl

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests information from Mi'Kmaq Nation regarding potential nearby historic, archaeological, or tribal areas.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:
EX-1 Vicinity Map

Tribal Historic Preservation Office
Mi'kmaq Nation (Formerly known as the Aroostook Band of Micmac)
Kendyl Reis
Tribal Historic Preservation Officer
7 Northern Road
Presque Isle, ME 04769
Phone: (207)764-1972 ext. 161
kreis@micmac-nsn.gov

3 Lincoln Street Redevelopment Biddeford
January 5th, 2023

Based on the project description, we do not have knowledge of any specific sites or cultural features that exist at the proposed project location(s).

However, this geographic area does constitute traditional areas that were historically utilized by members of the Mi'kmaq Nation and the other Wabanaki Tribes. Therefore, we respectfully request that if during the course of excavation/construction activities, human remains, artifacts, or any other evidence of Native American presence is discovered, that site activities in the vicinity of the discovery immediately cease, pending notification to us.

In addition, if this project results in wetland disturbances requiring mitigation, we are requesting that you utilize the black ash (Fraginus nigra) as the principal wetland species for wetland restoration activities. The black ash tree has special significance in the culture of the northeastern Tribes and is used extensively for weaving baskets and other Native American crafts. The black ash tree also provides valuable food and habitat for migratory waterfowl and other wildlife. Unfortunately, however, this species has been selected against by foresters and landowners who favor other tree species. As a result of this, and other environmental factors, the black ash tree is in serious decline in Maine. The Mi'kmaq Nation has completed several black ash wetland restoration projects and have a dependable source for highly-quality seedlings, and the experience and expertise to assist you with black ash wetland restoration projects.

On the subject of human remains, artifacts, or any other evidence of Native American presence is discovered. The human remains will be reburied with the appropriate respect for the remains that is required at a distinctive and respectable site. The artifacts and other evidence of Native American discovery will be documented with appropriate detail. The items will be analyzed for the precise period of the items' distinctive period and will be documented by the Tribal Historic Preservation Officer for the Mi'kmaq Nation.

If you have any questions or comments, please feel free to contact me.

Sincerely,

Kendyl Reis
Tribal Historic Preservation Officer

ACORN ENGINEERING, INC.

Environmental Planner
Houlton Band of Maliseet Indians
88 Bell Road
Littleton, ME 04730

December 14th, 2022

Subject: Presence of Tribes
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

To Environmental Planner:

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests information from the Houlton Band of Maliseet Indians regarding potential nearby historic, archaeological, or tribal areas.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:
EX-1 Vicinity Map

Zach Stevens

From: Isaac St John <istjohn@maliseets.com>
Sent: Tuesday, January 24, 2023 8:31 AM
To: Zach Stevens
Subject: RE: 3 Lincoln Street Redevelopment - Biddeford

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

We do not have an immediate concern with your project or project site, and do not currently have the resources to fully investigate same. Should any human remains, archaeological properties or other items of historical importance be unearthed while working on this project, we recommend that you stop your project and report your findings to the appropriate authorities including the Houlton Band of Maliseet Indians.

Thank you,

Isaac St. John
Tribal Historic Preservation Officer
Houlton Band of Maliseet Indians
88 Bell Road
Littleton, ME 04730

From: Zach Stevens [mailto:zstevens@acorn-engineering.com]
Sent: Wednesday, December 14, 2022 2:33 PM
To: Isaac St John <istjohn@maliseets.com>
Cc: Pete Heil <pheil@acorn-engineering.com>
Subject: 3 Lincoln Street Redevelopment - Biddeford

Hello,

As part of the Site Location of Development Application for the project located at 3 Lincoln Street in Biddeford, we are reaching out to confirm the proposed redevelopment has no adverse effects to any historical or archaeological land.

Please find the attached letter and vicinity map to facilitate your review. Please let us know if you need any additional information.

Zachary Stevens, E.I.
Project Engineer

Licensed in Maine

Acorn Engineering, Inc.
PO Box 3372
Portland, Maine 04104
Acorn's Website | Instagram | LinkedIn

B. 207.775.2655
C. 207.240.2993

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ACORN ENGINEERING, INC.

Mr. Christopher Sockalexis, THPO
Cultural & Historic Preservation Department
Penobscot Nation
12 Wabanaki Way
Indian Island, ME 04468

December 14th, 2022

Subject: Presence of Tribes
3 Lincoln Street (Lot 3) Redevelopment
Biddeford, Maine

Dear Mr. Sockalexis:

Acorn Engineering, Inc. has been retained to provide engineering services for a proposed redevelopment in Biddeford, Maine. The project area is approximately 2.08-acres and is located at 3 Lincoln Street within the Main Street Revitalization District (MSRD-3) and the newly created Waterfront Renaissance (WR) Shoreland Overlay Zoning District in Biddeford Maine.

As part of the Site Location of Development Application process, Acorn requests information from Penobscot Nation regarding potential nearby historic, archaeological, or tribal areas.

Acorn Engineering appreciates your assistance and looks forward to your response. Please refer to the attached documents to facilitate your review.

Sincerely,

Zachary Stevens

Zachary Stevens, EI
Project Engineer
Acorn Engineering, Inc.

Attached:
EX-1 Vicinity Map

Section 27

Declaration of Easements, Covenants, and Restrictions

Section 27: Declaration of Easements, Covenants, and Restrictions

Please refer to the plans listed below for the existing easements across the property.

1. Existing Conditions Survey prepared by Owen Haskell, Inc. on February 28, 2025.

See below for the easements proposed as part of this project:

1. Public access easement in perpetuity over the internal courtyard (woonerf) area. See the Subdivision Plat for additional information.

See attached for the proposed Covenants:

August 27, 2025

City of Biddeford
c/o Brian Phinney, Acting City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

Re: Covenant Regarding Future Maintenance Agreement By and Between 3 Lincoln, LLC ("Developer") and the City of Biddeford, Maine ("City").

Dear Sir:

This letter shall serve as evidence of Developer's obligation to enter into a maintenance agreement for repair and maintenance of the accessway identified as "Proposed Access and Maintenance Easement E from the City of Biddeford to the Owners of Lot 3" on a plan titled "Subdivision Plat, Pearl Street Redevelopment, Biddeford, Maine" prepared by Acorn Engineering, Inc. and approved on July 2, 2025 (the "Plan"). Developer hereby agrees to enter into such maintenance agreement following approval by the Planning Board but prior to the issuance of any Certificates of Occupancy for the project. The exact terms of the maintenance agreement shall be commercially reasonable and mutually acceptable to the Developer and the City. The agreement shall, at a minimum, require the Developer to pay its proportional share of all snow removal costs and to perform regular maintenance of the accessway to ensure that its condition remains suitable to support the project, its associated uses, and to remain in compliance with the Ordinances of the City of Biddeford. This letter also serves as confirmation that the Developer will design the accessway to include widening it to 22 feet and relocating the sidewalk to the opposite side of the accessway, as requested by the City.

Sincerely,

3 LINCOLN LLC

By: _____
James H. Brady, Manager

Cc: Keith R. Jacques, Esquire
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
P.O. Box 468
234 Main Street
Biddeford, Maine 04005

Harry B. Center, II, Esquire
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
P.O. Box 468
234 Main Street
Biddeford, Maine 04005

David Galbraith, City Planner, Deputy Director of Planning & Development

August 27, 2025

City of Biddeford
c/o Brian Phinney, Acting City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

Re: Covenant Regarding Future Maintenance Agreement By and Between 3 Lincoln, LLC ("Developer") and the City of Biddeford, Maine ("City").

Dear Sir:

This letter shall serve as evidence of Developer's obligation to enter into a stormwater maintenance agreement with the City for maintenance of the shared stormwater maintenance system located underneath Lot 4, adjacent to the project, identified on Department of Environmental Protection permits "L-10282-NJ-A-N" and "L-10282-NJ-C-A" as amended and approved on April 8, 2020 and March 28, 2023, respectively. The Agreement shall provide that, unless otherwise mutually agreed, the Developer shall be responsible for 20.15% of the maintenance costs, reflecting Lot 3's proportional contribution to pollutant levels, as determined by the pollutant ranking. Developer hereby agrees to enter into such maintenance agreement following approval of the Lot 3 project by the Planning Board but prior to the issuance of any Certificates of Occupancy for the project. The exact terms of the maintenance agreement shall be commercially reasonable and mutually acceptable to the Developer and the City.

Sincerely,

3 LINCOLN LLC

By: _____
James H. Brady, Manager

Cc: Keith R. Jacques, Esquire
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
P.O. Box 468
234 Main Street
Biddeford, Maine 04005

Harry B. Center, II, Esquire
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
P.O. Box 468
234 Main Street
Biddeford, Maine 04005

David Galbraith, City Planner, Deputy Director of Planning & Development