



PLANNING BOARD MEETING AGENDA

Thursday July 18, 2019
Town Hall Meeting Room
6:30 p.m.

Call to Order

Pledge of Allegiance

Introduction of Board Members

Public Comment

Approval of Minutes

1. June 6, 2019

Public Hearing

2. Subdivision Amendment. Blackberry Hill Road (R56 3-2). Black Dog Realty.
3. Conditional Use Application. 115 School Street (U3 42). R1 Zone with frontage on Route 9. William Dame.

Old Business

2. Subdivision Amendment. Blackberry Hill Road (R56 3-2). Black Dog Realty.
3. Conditional Use Application. 115 School Street (U3 42). R1 Zone with frontage on Route 9. William Dame.

New Business

4. Conditional Use Application. 537 Portland Street. (R72-7). AP Zone. Doucette Forestry.
5. Land Use Ordinance Amendments
Public Hearing to be set for August 1, 2019.

Information Items

Public Comment

Adjournment

Public Hearing (Before Planning Board Meeting)

Public Hearing on DEP Permit. Blackberry Hill Retirement Village. Black Dog Realty.

The Public Hearing happened before the Berwick Planning Board meeting and will be available on BCTV at www.berwickmaine.org or the BCTV YouTube page.



PLANNING BOARD MEETING MINUTES

Thursday June 20, 2019
Town Hall Meeting Room
6:54 p.m.

Call to Order

Pledge of Allegiance

Introduction of Board Members

David Andreesen; Niles Schore; Nichole Fecteau; Sean Winston

Regular Member Absent:

Paul Boisvert

Alternate Members Present:

Alternate Members Absent:

Michael LaRue

Staff Members Present:

Lee Jay Feldman, Town Planner; Dan Vincent, Code Enforcement Officer; James Bellissimo, Planner

Public Comment

Shawn Goodwin of 65 Sullivan Street said he attended the Select Board meeting to get additional information on the proposed municipal parking lot. Mr. Goodwin said Mr. Andreesen's letter was not shared with the entire Select Board. Mr. Goodwin said their attorney said it is an enforcement issue and requested to the Board that the CEO have the parking lot shut down. Mr. Andreesen said the Town is in violation of the Berwick Land Use Ordinance. Niles Schore asked if there is a provision in the Ordinance that would prevent the Town coming before the Board if the Town is in violation of the Land Use Ordinance.

Dan Vincent said the Zoning Ordinance is for the general welfare of the community. Mr. Vincent said what he takes under consideration is that this is an issue that will be resolved and there are accessibility issues with the other parking area

James Bellissimo said the survey is underway and fence will be put up as soon as the survey is completed. Mr. Bellissimo said the plan could be completed in July.

Sean Winston said the lot wasn't in existence when his children played baseball and the parking situation was fine.

Approval of Minutes

1. June 6, 2019

Motion: Nichole Fecteau motioned to approve the minutes as amended.

Second: Niles Schore

VOTED – 3-0 in favor

Motion Passed

In favor: Dave Andreesen; Niles Schore; Sean Winston

Opposed: None

Abstain: Nichole Fecteau

Old Business

2. Subdivision Amendment. Blackberry Hill Road (R56 3-2). Black Dog Realty.
Public Hearing to be set for July 18, 2019.

3. Conditional Use Application. Medical Marijuana Production Facility. 398 School Street, R3 Zone with frontage on Route 9. David Springer.

Lee Jay Feldman read the Findings of Fact regarding lighting issues. The lighting standard was read line by line and the Board's interpretation of each line was also read.

Motion: Nichole Fecteau motioned to approve the Findings of Fact as amended.

Second: Niles Schore

VOTED – 4-0 in favor

Motion Passed

In favor: Dave Andreesen; Nichole Fecteau; Niles Schore; Sean Winston

Opposed: None

Abstain: None

Motion: Nichole Fecteau motioned to approve the Conditions of Approval.

Second: Sean Winston

VOTED – 4-0 in favor

Motion Passed

In favor: Dave Andreesen; Nichole Fecteau; Niles Schore; Sean Winston

Opposed: None

Abstain: None

Motion: Dave Andreesen motioned to approve the application.

Second: Nichole Fecteau

VOTED – 4-0 in favor

Motion Passed

In favor: Dave Andreesen; Nichole Fecteau; Niles Schore; Sean Winston

Opposed: None

Abstain: None

4. Conditional Use Application. 115 School Street (U3 42). R1 Zone with frontage on Route 9. William Dame.

Lee Jay Feldman read his updated memo to the Board. Mr. Feldman explained the front parking area is in the Maine DOT right of way. Ryan McCarthy of Tidewater explained the changes to the plan. The fence will be extended on one side of the property, which is recognized to be partially on the abutter's property. The applicant will try to get a notarized statement from the abutter confirming this is ok. A new fence will be installed on the other side of the property. Mr. McCarthy explained the Low Impact Design considerations for the site. The proposed garage will mimic the existing Ranch style homes in the neighborhood.

Public Hearing set for 6:30PM on July 18th

Information Items

Niles Schore recommended a statement from the Town Attorney on the Blackberry Hill project.

Congratulations to Noah for being elected to the Select Board and Mike and Melinda for their beautiful baby girl! Paul, we hope you are feeling better.

Public Comment

Adjournment

Motion: Sean Winston

Second: Nichole Fecteau

VOTED – 4-0 in favor

Motion Passed

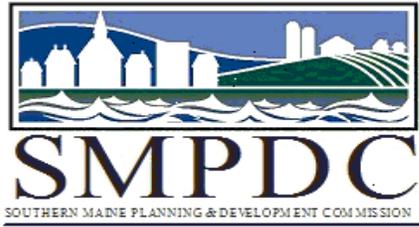
In favor: Dave Andreesen; Nichole Fecteau; Niles Schore; Sean Winston

Opposed: None

Abstain: None

Minutes prepared by Berwick Planner James Bellissimo, for consideration at the next Berwick Planning Board meeting.

Signed as Approved by the Board:



To: Berwick Planning Board
From: Lee Jay Feldman, Director of Planning
Date: 7/8/2019
Re: Doucette Forestry Products-537 Portland Street

I. Proposal

Doucette Forestry Products is seeking approval to develop the site for use as a Saw Mill and Stump grinding operation for the purpose of processing lumber and creating erosion control material from stumpage.

The application is calling for the construction of a 5000 square foot building for office and saw mill operations and the redevelopment of the outside area for the creation of a stump grinding and storage area of both stumpage as well as finished product. The plan calls for storage of finished product in bins located on the site and shown on the proposed plan.

This project is located partially in the Aquifer Protection Overlay District, and is considered a Solid Waste operation which will require Maine DEP Permits a Solid Waste operation.

The storage area is adjacent to a significant wetland area on the northerly portion of the site which the applicant is proposing to place erosion control in order to protect that portion of the wetland area from negative impacts. The plan shows that the storage areas are at a minimum 60 feet from the wetland areas.

Staff believes that this project falls within the requirements of Article VIII **Section 8.11 Waste Facilities** The submission requirements and standards are listed below:

1. Applications to the Planning Board for a conditional use permit for a waste facility shall be accompanied by a plan prepared according to the specifications and performance standards set forth herein and a written statement detailing the project's compliance with applicable state, local and federal laws, regulations and ordinances. The application shall be accompanied by evidence that the applicant has applied for

all required state or federal permits or licenses. The application shall be accompanied by a non-refundable application fee of \$100 per acre.

2. The applicant shall submit plans of the proposed waste facility showing the property lines and names of abutting owners, and ways, indicating by not greater than two foot contour intervals, related to U.S. Geodetic Survey Data, the location and slope of the grades, existing and as proposed upon completion of the operation, and detailing any structures, proposed fencing, buffer strips, signs, lighting, parking and loading areas, entrances and exits; together with a written statement of the proposed operation, working hours and total proposed rehabilitation and restoration of the site upon completion of the operation, if applicable.

3. A hydrogeologic study performed by a qualified hydrogeologist to determine the effects of the proposed activity on ground water movement and quality within the area of the site.

4. The Planning Board shall have the authority to reasonably require submittal of test results or such additional studies or tests as may be necessary to properly evaluate the application and shall have the authority to hire such independent expert consultants to review all the studies and testing done by the applicant for adequacy and completeness, all of which shall be at the applicant's expense.

5. The applicant shall provide evidence of sufficient right, title and interest in the property which is the subject of the application to go forward with the project if the project receives the approval of the Planning Board.

6. The applicant shall provide evidence of sufficient financial and technical ability to construct, maintain, operate, and close the waste facility in accordance with applicable, federal, state and local statutes, ordinances and regulations.

B Performance Standards.

1. The performance standards set forth in the Site Plan Review Section (9.7) of this ordinance shall be complied with.

2. Monitoring and verification: In addition to the ground water monitoring wells required for waste facilities by the Site Plan Review Section (9.7.) of the ordinance, the applicant shall provide such additional ground water monitoring wells as are determined necessary by the consultants employed by the Planning Board to ensure protection of ground water on the entire site and the surrounding area. Monitoring wells shall be a minimum of 30 feet deep and samples shall be taken at a frequency of every 30 days after the facility start-up. Results of sampling tests shall be certified by the person conducting the sampling and submitted to the Planning Board or, at the Planning Board's request, to an independent consultant selected by the Planning Board to review the test results. If the Planning Board determines that review by an independent consultant is necessary, the expense of such review shall be borne by the applicant.

3. The applicant shall post a performance bond, provide liability insurance, a cash escrow account, or other security acceptable to the town to ensure the town is protected from any adverse environmental impacts associated with the construction,

operation, maintenance or closure of the waste facility. The Planning Board shall annually review the adequacy of the bond, insurance, or other security provided and shall require such modifications in the amount or nature of the security as may be necessary to ensure that the town is fully protected.

4. The applicant shall provide for routine maintenance and general cleanliness of the entire facility site, and shall undertake any reasonable steps necessary to control any litter or debris, wind-blown paper, other light materials by using suitable permanent or portable fencing and other natural barriers or other effective devices.

5. The operator shall insure that the facility site is provided with a drainage system adequate to minimize surface water contact with solid waste and to prevent erosion and the collection of standing water.

6. The applicant shall provide evidence that the person or persons responsible for the day to day operations of the waste facility have the technical expertise required to operate the facility safely.

7. Transfer of ownership of the waste facility or the site on which it is located shall require the prior written consent of the Planning Board, and the transferee shall demonstrate to the satisfaction of the Planning Board that it has the technical and financial capacity to operate the waste facility in accordance with applicable state, local and federal regulations.

8. The applicant shall agree to allow the town, its representatives and/or agents reasonable access to the waste facility as needed to perform inspections to ensure continued compliance with the standards set forth in this ordinance.

9. The applicant shall be responsible for insuring that closure of the facility occurs in accordance with applicable federal, state and local standards. In recognition of that responsibility the applicant shall submit and update as necessary an operation plan and a final closure plan in sufficient detail to establish that the facility will be closed safely at the termination of its operations.

10. The spreading of septage sludge shall not extend closer than 300 feet to any property line.

C. Permit Approval.

1. All plans and supporting material shall be submitted to the Planning Board for consideration with respect to the effect of the proposed operation upon existing and foreseeable traffic patterns within the town and upon existing or approved land uses which may be affected by the operation and implementation of comprehensive plan policies. The Planning Board may recommend changes to the application for resubmission to the Planning Board.

2. The Planning Board shall hold a public hearing on the application, following the same notification requirements for all conditional uses. The Planning Board shall make findings of fact and shall render a written decision specifying whether, and under what conditions, the proposed waste facility shall be permitted. Issuance

of a conditional use permit is contingent upon the applicant demonstrating that it has received any other required federal or state permits or licenses.

II. Next Steps

Prior to the application being found complete the board, should go through the standards noted above and determine if everything has been submitted to your satisfaction or additional information needed or Waivers requested and granted. Once that has been completed, the board can set a date for a Site Walk and Public Hearing.



ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Mr. Lee Jay Feldman, Town Planner
Town of Berwick
11 Sullivan Street
Berwick, Maine 03901

July 3, 2019
Project No.: C033-19

**RE: Conditional Use Permit Application
Doucette Forestry Products, 537 Portland Street, Berwick, ME
Tax Map R-72, Lot 7**

Dear Mr. Feldman:

On behalf of Doucette Forestry, I have enclosed, for your review and consideration, a Plan Set, Conditional Use Permit Application and supporting documentation for the above referenced project.

The project includes a sawmill building with an office and exterior workspace for wood processing.

The building will be served by an existing, private, subsurface wastewater disposal system (SSWDS) and an existing private well.

A maximum of five employees are expected to be on site during the largest shift.

The development of this application is proposed to create 20,200 square feet of impervious gravel surfaces while reclaiming 23,500 square feet of existing gravel, which shall be restored consistent with the existing vegetated buffers. This yields a net 3,300 square foot reduction in impervious surface, resulting in no increase in stormwater peak discharge to the wetland tributary to Beaver Brook.

Thank you for your consideration. We look forward to discussing this project with the Planning Board at the next available meeting.

Sincerely;

Brian Nielsen, Staff Engineer

cc: Doucette Forestry Products
Travis Doucette

C033-19_Berwick_Cover.doc

Doucette Forestry
Travis Doucette
P.O. Box 141
Berwick, ME 03901

6/19/19

Mr. Lee Jay Feldman, Town Planner
Town of Berwick
11 Sullivan Street
Berwick, ME 03901

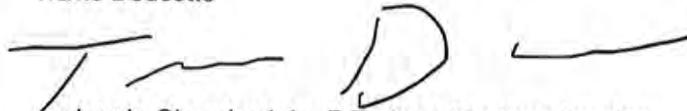
To Whom It May Concern:

Please be informed that Lewis Chamberlain, P.E. of Attar Engineering, Inc. will be acting as my agent for the applications for Doucette Forestry Recycling Facility, 537 Portland Street, Berwick, Maine.

Please contact me if I can provide any additional information.

Sincerely;

Travis Doucette

A handwritten signature in black ink, appearing to read 'Travis Doucette', with a large, stylized 'D' in the middle.

cc: Lewis Chamberlain, P.E. Attar Engineering, Inc.



Town of Berwick

Where Tradition Meets Tomorrow

11 Sullivan Street, Berwick, Maine 03901

Phone: (207) 698-1101 Fax: (207) 698-5181

Website: www.berwickmaine.org

APPLICATION: CONDITIONAL USE PERMIT/SITE PLAN REVIEW

PLANNING BOARD REVIEW FEES <i>(All Fees are Non-Refundable)</i>		<input checked="" type="checkbox"/> \$200.00* Conditional Use Application & Site Plan Review <input type="checkbox"/> \$500.00* Village Overlay District Review <i>*Plus review fees, which will be billed at a later date.</i>		<input checked="" type="checkbox"/> (please check to acknowledge) Noticing and mailing costs are extra and are due before the Public Hearing.		AMOUNT PAID: _____ DATE: _____ / REC'D BY: _____	
PROPERTY DESCRIPTION	Parcel ID	Map: 72	Lot: 7	Zoning RC/I District: AP	Total Land Area: 12.2 Acres	Part of a Subdivision (Y/N)	N
	Physical Address	537 Portland Street Berwick, ME 03901				Aquifer Protection (Y/N)	Y
						Shoreland Protection (Y/N)	N
						Resource Protection (Y/N)	N
						Special Flood Hazard Area (Y/N)	N
APPLICANT INFORMATION	Name	Doucette Forestry		Mailing Address	P.O. Box 141 Berwick, ME 03901		
	Phone	207-752-1151		Email Address	travisdoucette@gmail.com		
	Fax						
PROPERTY OWNER'S INFORMATION <i>(If different than Applicant Info.)</i>	Name	Aggregate Industries- NE Region		Mailing Address	1715 Broadway Saugus, MA 01906		
	Phone			Email Address			
	Fax						
PROJECT DESCRIPTION	<u>Existing Use:</u> Vacant Lot						
	<u>Project Name:</u> Doucette Forestry Products						
	<u>Proposed Use:</u> Sawmill with an exterior work area and a small office space.						

This application must be submitted at least two weeks in advance of the Planning Board meeting, and accompanied by a non-refundable application fee with nine (9) copies and the following:

1. List of Abutters located within 200 feet.
2. Site Plan drawn to scale to include requirements in Section 9.8(F) of the Land Use Ordinance including *(if applicable)*:
 - Proposed buildings with internal room layout
 - Parking areas
 - Traffic circulation
 - Lighting
 - Landscaping
3. Written narrative describing proposed use including *(if applicable)*:
 - Type of Use and/or Business
 - Hours of Operation
 - Number of Employees
 - Materials to be Used
 - Refuse/Garbage Disposal
 - Noise
4. External Plumbing Permit or permission letter to enter municipal water or sewer lines *(if applicable)*.
5. Right, Title and Interest to the Property: Copy of Deed, Purchase & Sale Agreement or subdivision approval *(if applicable)*.
6. Written statement documenting proposed Low Impact Design (LID) for the site *(if applicable)*.
7. Additional information in support of proposed request.
8. An understanding that review fees, newspaper noticing and mailing costs are extra. Noticing and mailing costs are due before the Public Hearing, if costs are not paid, the application will not be on the agenda.

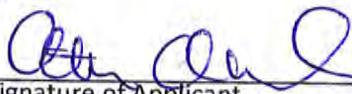
Planning Board meetings are the 1st and 3rd Thursday of each month at 6:30pm at the Berwick Town Hall

A Public Hearing will be scheduled once the Code Enforcement Officer and/or Planning Coordinator determine the application is complete. The Planning Board may request a site visit to the property and/or require additional information from the Applicant if necessary. The Applicant or his/her representative shall be present at the Public Hearing. Upon conclusion, the Applicant shall receive an approval letter or a denial letter. Any Conditions of Approval must be adhered to for issuance of permits.

The Undersigned hereby makes an application for approval of a Conditional Use Permit/Site Plan Review in accordance with the procedures, requirements and performance standards specified in the Berwick Land Use Ordinance.

A Conditional Use Permit/Site Plan Review is one permitted only after review and approval by the Planning Board. Such use may be permitted if specific provision is made in Article VI of the Land Use Ordinance, and if all the relevant "good neighbor" performance standards in Article VII and VIII are met.

CERTIFICATION. To the best of my knowledge, all information submitted with this application is true and correct. All proposed uses will be in conformance with this application and the Berwick Land Use Ordinance.



Signature of Applicant



Date

LAND USE ORDINANCE – TOWN OF BERWICK, MAINE

Section 9.8.F.1 & 2

Checklist for Doucette Forestry, 537 Portland Street, Tax Map R-72, Lot 7

F. Application Procedure

1. Application for Conditional Use Review

- a. Name and address of the applicant or his/her authorized agent and name of proposed development in which the applicant has title or interest; a deed for the property;

*Doucette Forestry Products
c/o Travis Doucette
P.O. Box 141
Berwick, ME 03901*

- b. Municipal tax maps and lot numbers and names and addresses of abutting landowners;

Tax Map R-72, Lot 7

- c. Total floor area, ground coverage and location of each proposed building; setbacks to property lines;

Information included on attached Site Plan.

- d. Approximate boundaries of the parcel;

Information included on the attached Boundary Survey.

- e. If on-site sewage disposal is proposed, then an on-site soils investigation report by a licensed site evaluator shall be provided;

It is the intent of the project to continue using the existing subsurface wastewater disposal unit. The system design (HHE- 200 Firm) is attached.

- f. If public water and/or sewer are to be used, a statement from the water and/or sewer district or utility as to the availability of public water and/or sewer;

Water will be supplied by a well that is shown on the plan. Well drillers report is attached.

- g. Existing and proposed entrances/exits from the property;

The site will be accessed from the single, existing entrance from Portland Street (U.S. Route 4). Sight distance is extremely good with at least 1,178' looking left and 720' looking right; Route 4 is posted at 55 MPH. Approximately 20 daily vehicle trips will be generated by the development; this relatively low volume will not affect the approximate 10,000 vehicles per day travelling on Route 4 (MDOT AADT Count 20016).

- h. A parking plan should also be provided.

This information is shown on the attached Site Plan. Parking is provided for employees and trucks.

- i. Any existing restrictions or easements on the site;

The site is subject to the following easements (as noted on the Perimeter Survey)

*Bk 925, Pg 129
Bk 15166, Pg 35
Bk 16129, Pg 44
Bk 4819, Pg 56*

- j. A brief written narrative shall be provided on what type of business is proposed, hours of operation, number of employees, materials being used, waste disposal, etc.

The business is to be a sawmill/ Forestry Products production (logs, stumps, wood chips, loam). Equipment on site will be tub grinders, shippers, excavators and loaders. There will be a total of 5 employees operating Monday through Saturday from 6 am to 5pm. Solid waste will be removed by contactor.

2. Application for Site Plan Review

- a. All information required in Section 9.8.F.1 a-j, for conditional uses, plus the following:
- b. A map or maps prepared at a scale of not less than one inch to 40 feet and shall include:
 - i. Perimeter survey of the parcel made and certified by a registered land surveyor depicting reference points, showing true north point, graphic scale, corners of the parcel and date of survey and total acreage. The perimeter survey shall be recorded at the York County Registry of Deeds after Planning Board approval but prior to the issuance of the land use permit. Areas within 200 feet of the proposed development site shall be included;

Perimeter survey is attached to this application.
 - ii. Existing and proposed locations and dimensions of any utility lines, sewer lines, water lines, easements, drainage ways, public or private rights of way;

The attached Grading and Utility Plan provides this information.
 - iii. Location, ground floor area and elevations of buildings and other structures on the site;

The attached Grading and Utility Plan provides this information.
 - iv. If the site is not to be served by a public sewer line, then an on-site soils investigation report by a Department of Human Services licensed site evaluator shall be provided. The report shall contain the types of soil, location of test pits, and proposed location and design of the best practical subsurface disposal system for the site, all of which must meet the standards set forth in the Maine State Plumbing Code;

It is the intent of this project to connect new septic pipes to an existing septic system. The septic system design (HHE-200) is included with this checklist.
 - v. Location and dimensions of on-site pedestrian and vehicular access ways, parking areas, loading and unloading facilities, design of ingress and egress of vehicles to and from the site on to public streets and curb and sidewalk lines;

The attached Site Plan provides this information.

- vi. Landscape plan showing location, type and approximate size of plantings and location and dimensions of all fencing and screening.

No plantings or fencing are proposed. Natural screening and buffering exists to the easterly and westerly abutters in the form of natural vegetation. The area west of the parking lot will be provided with additional plantings for screening. See Site Plan for planting information.

- vii. Topography indicating contours at intervals of not more than two feet in elevation unless otherwise specified by the Planning Board.

Contours are provided on the Grading and Utility Plan at 2' intervals.

- c. A written statement by the applicant that shall consist of;

- i. A description of the proposed uses to be located on the site, including quantity and type of building construction if any;

A single 50' x 100' building containing the trade shop and small office space is proposed. The existing structures are to be removed from the site.

- ii. Total floor area and ground coverage of each proposed building and structure and percentage of lot covered by each building or structure;

The building will cover 5,000 square feet. There are 8 material storage bins that will cover a total of 3,600 square feet.

- iii. Method of solid waste disposal;

Solid waste to be removed by contractor.

- iv. Erosion and sedimentation control plan prepared in accordance with Article 7.15 if required;

The attached Erosion and Sedimentation Control Plan provides this information.

- v. Copies of letters to the town manager, selectmen, Planning Board, road commissioner/ public works director, fire chief, police chief, etc. notifying them of the proposed development;

Letters to be sent to the town prior to final approval.

- vi. Stormwater management plan prepared in accordance with Article 7.16 if required;

Stormwater management plan is attached to this application.

- vii. Statement of financial capacity which should include the names and sources of the financing parties including banks, government agencies, private corporations, partnerships and limited partnerships and whether these sources of financing are for construction loans or long-term mortgages or both;

Financing of the new building will be provided by a construction loan from a financial institution.

- viii. The applicant's evaluation of the availability and suitability of off-site public facilities including sewer, water, and streets;

The applicant feels that the site is well suited to the needs of a sawmill. The existing septic system will suit the needs of the employees, adequate water is anticipated from the existing well and Portland Street (U.S. Route 4) is more than adequate to meet the site's traffic demand.

- ix. A statement from the fire chief as to the availability of fire hydrants and/or fire ponds, or provisions of fire protection services;

A statement from the fire chief will be provided prior to final approval.

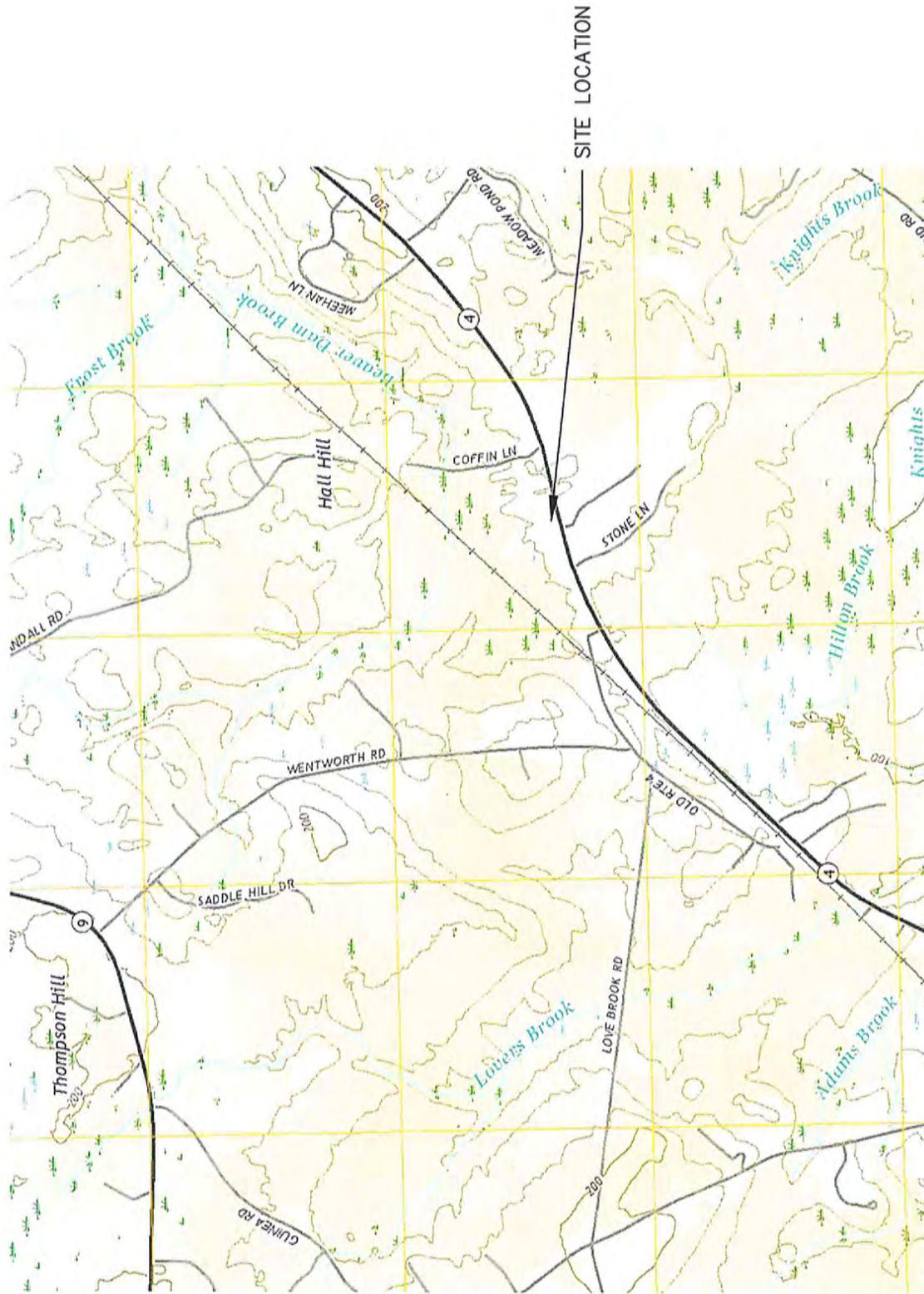
- x. If public streets are proposed, a statement from the town engineer that the proposed road or street construction will meet town specifications;

No public streets are proposed.

- xi. An estimate of the date when construction will start and when the development will be completed.

Construction will start immediately upon Planning Board approval. The construction timeframe is approximately three months.

Route 4 Berwick, ME



LOCATION MAP

SCALE: 1" = 2,000'

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date January 4, 2019

01/11/2019 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Travis Doucette

Aggregate Industries-NE Region ("Buyer") and
Aggregate Industries-NE Region ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Berwick County of York, State of Maine, located at 537 Portland St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 11964 308, Page(s)

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$300,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$10,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be delivered N/A.

If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Re/Max Realty One ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 11, 2019 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on March 1, 2019 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty/marketable deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

TD
01/04/19
11:59 AM EST
dotloop verified

TRD

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	BUYER	
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within 15 days	buyer	
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	BUYER	
10. ZONING VARIANCE Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days		
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
14. DEED RESTRICTION Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within 15 days	buyer	
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
17. OTHER Purpose: <u>town approval of project</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within 30 days	buyer	

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* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within NA days. Yes No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

TD
01/04/19
11:52 AM EST

KWP

11. FINANCING: Buyer's obligation to close:

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ Construction loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Scott Shepard

Licensee

() of REMAX ()

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Nicole Daigle

Licensee

() of Bean Group, Portsmouth ()

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

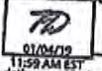
16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this



Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: Yes Explain: _____ No

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is _____

BUYER Travis Doucette dotloop verified 01/04/19 11:59 AM EST IP: 2506-MHUS-JLFX _____ DATE _____ BUYER

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____ SELLER Aggregate Industries-NE Region _____ DATE _____ SELLER

COUNTER-OFFER _____ DATE _____

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

1. Section 11(a) to be at market rate
The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) 1/14/19 (time) NOON AM PM.

SELLER [Signature] _____ DATE 1/10/2019 SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER Travis Doucette dotloop verified 01/11/19 5:05 PM EST N1XQ-WO25-D2GM-HR45 _____ DATE 1/10/2019 BUYER _____ DATE _____

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



INVESTIGATION CONTINGENCY AMENDMENT

Amendment to Agreement dated January 4, 2019, between Travis Doucette, Buyer, and Aggregate Industries-NE Region, Seller, concerning the property located at 537 Portland St, Berwick,

I. Extension

Buyer/Seller hereby requests additional time to research the following town approval of project as set forth in paragraph 10, sub (if any) 17, and, by signature below, the parties hereby extend the deadline in the Agreement to notify Seller of an unsatisfactory investigation to August 1, 2019

<u>Travis Doucette</u> Buyer Travis Doucette	_____ Date	<u>[Signature]</u> Seller	<u>02/25/2019</u> Date
Buyer	_____ Date	Seller	_____ Date
Buyer	_____ Date	Seller	_____ Date
Buyer	_____ Date	Seller	_____ Date

II. Modification of Agreement

Without waiving the right to proceed under the original terms of the Agreement or to declare the Agreement null and void by reason of an unsatisfactory investigation (unless the Modification/Termination section from below is signed by Buyer), Buyer hereby requests the following modifications to the Agreement:
Buyer requests closing to be extended to August 15, 2019.

If the above modifications are agreed to by Seller, Buyer agrees that the Agreement will no longer be conditioned on paragraph 5, sub (if any) _____. By signing below, Seller hereby agrees to the above modifications to the Agreement, all other terms and conditions to remain in full force and effect.

<u>Travis Doucette</u> Buyer Travis Doucette	<small>dotloop verified 02/08/19 8:05 PM EST 2PHE-0XLZ-WV5Z-0CFS</small> _____ Date	<u>[Signature]</u> Seller	<u>02/25/2019</u> Date
Buyer	_____ Date	Seller	_____ Date
Buyer	_____ Date	Seller	_____ Date
Buyer	_____ Date	Seller	_____ Date

SELLER'S PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: 537 Portland Road, Berwick, ME

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

SECTION I. HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

- A. UNDERGROUND STORAGE TANKS - Current or previously existing:
Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
IF YES: Are tanks in current use? Yes No
IF NO above: How long have tank(s) been out of service? N/A
What materials are, or were, stored in the tank(s)? N/A
Age of tank(s): N/A Size of tank(s): N/A
Location: N/A
Have you experienced any problems such as leakage? N/A
Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
Comments: N/A
- B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):
N/A Yes No Unknown
Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials? Yes No

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION II. GENERAL INFORMATION

- Is the property subject to or have the benefits of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates or restrictive covenants on the property? Yes No Unknown
IF YES: Explain: camp easement
What is your source of information: _____
- Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? Yes No Unknown
IF YES: Explain: _____
What is your source of information: _____
- Is the subject property the result of a division of property within the last five years (for example, subdivision)? Yes No Unknown
IF YES: Explain: _____
What is your source of information: _____
- Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? Yes No Unknown
IF YES: Explain: _____
- Has property ever been soil tested? Yes No Unknown If YES, are the results available? Yes No
Are mobile/manufactured homes allowed? Yes No Unknown Are modular homes allowed? Yes No
Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

ATTACHMENTS: _____
Additional Information: None

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.
[Signature] 3/1/08
SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.
BUYER DATE BUYER DATE

QUITCLAIM DEED

WAKEFIELD MATERIALS CORPORATION, successor by merger to COASTAL MATERIALS CORP., a Massachusetts corporation having its place of business at 50 Salem Street, Lynnfield, County of Essex and Commonwealth of Massachusetts FOR CONSIDERATION PAID, grants to ~~AGGREGATE INDUSTRIES-NORTHEAST REGION, INC.~~ ~~AGGREGATE INDUSTRIES-NORTHEAST REGION, INC.~~ corporation with an address of c/o Aggregate Industries-Northeast Region, Inc., 1715 Broadway, Saugus, Essex County, Massachusetts 01906 with QUITCLAIM COVENANTS.

*AGGREGATE INDUSTRIES-NORTHEAST REGION, INC., a Massachusetts A certain tract of land situated in Berwick, County of York and State of Maine, more particularly described in Exhibit A attached hereto, and made a part hereof.

This transfer is not the sale of all or substantially all of the Grantor's Maine assets.

IN WITNESS WHEREOF, Wakefield Materials Corporation has caused this Deed to be executed by its proper corporate officer, hereunto duly authorized, this 6th day of September, 2002.

WAKEFIELD MATERIALS CORPORATION

By: [Signature]
NAME: R. David Schelzi
TITLE: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

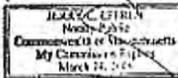
September 6, 2002

Then personally appeared the above-named R. David Schelzi, the President and Treasurer of Wakefield Materials Corporation and acknowledged the foregoing to be his free act and deed before me and the free act and deed of Wakefield Materials Corporation.

[Signature]
Notary Public
My commission expires:

SEAL

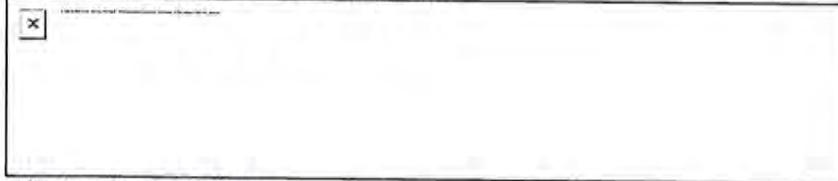
Jerry C. Effen



442714

Please visit and follow my Facebook page!!

Nicole Daigle | REALTOR®
Licensed in Maine & New Hampshire



O'Brien Home Team
Bean Group | Portsmouth
1150 Sagamore Avenue, Portsmouth, NH 03801
Office: (800) 450-7784 ext. 7284
Direct: (603) 767-8214
Email: nicole.daigle@beangroup.com

Start your home search by clicking HERE!! Click the search button.

NEED MORE INFORMATION? CLICK HERE!

VIEW MY WEBSITE!!

N. KENNETH HORNE

SCHOOL STREET

BERWICK

York County, Maine 03901

(being unmarried), for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and New England Tel. & Tel. Co., a New York

corporation having its principle place of business at 185 Franklin Street, Boston, MA 02107

and their respective successors and assigns, with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the Town/City of Berwick, York County, Maine, the location of said wires and/or underground cables to be as follows:

Extending in a northwesterly direction from pole 131 to pole 131.01, North Berwick Road, Berwick.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of DAVID K. HORNE, dated April 8, 1978, recorded in the York County Registry of Deeds in Book 4660, Page 19. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within 15 feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

I, (we) (wife) (husband) of the said Grantor(s), join as Grantor and release all rights by descent and all other rights.

WITNESS hand(s) and seal(s) this day of 19

Signed, Sealed and Delivered in the presence of

Witness: [Signature] 6/13/88

s/ N. Kenneth Horne 6/13/88 N. KENNETH HORNE

STATE OF MAINE York ss June 13, 1988

Personally appeared the above-named N. Kenneth Horne and acknowledged this instrument to be his free act and deed, before me, and-

Edwin H. MacArthur EDWIN H. MacARTHUR, Notary Public My Commission Expires December 31, 1991 JUSTICE OF THE PEACE NOTARY PUBLIC

RECORDED YORK, SS. 1988 AUG 25 PH 2:44 RECORDED REGISTER OF LANDS ATTEST: Ann M. Porrette REGISTER



EASEMENT AGREEMENT

AGGREGATE INDUSTRIES - NORTHEAST REGION, INC. a Massachusetts corporation having a place of business at 1715 Broadway, Saugus, MA 01906 ("**Grantor**"), for consideration to Two Thousand Dollars (\$2,000) paid by **CENTRAL MAINE POWER COMPANY**, a Maine Corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, ME 04336 ("**Grantee**"), the receipt of which is hereby acknowledged, does hereby grant unto the said Central Maine Power Company, its successors and assigns, forever, with quitclaim covenants, the perpetual exclusive right and easement to erect, construct, maintain, repair, rebuild, replace, operate, patrol and remove communications transmission and distribution lines consisting of suitable and sufficient poles, towers, ductbanks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458, over, under and across the following described land situated in the Town of Berwick, York County of, State of Maine (the "**Easement Area**"). The location of the Easement Area is more particularly described as follows:

"A 20 foot wide easement immediately adjacent to and Southerly of the existing Central Maine Power Company easement beginning at land now or formerly owned by Seacoast Redimix Concrete LLC and extending to land now or formerly owned by Ronald Hathorne."

Grantor's property is as described in the York County Registry of Deeds Book 11964, Page 308.

Also conveying to Grantee the non-exclusive right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said Easement Area of all trees, timber, and bushes growing on the Easement Area by such means as Grantee may select, promptly removing and disposing all cut timber and brush from the Easement Area.

Also conveying to Grantee the non-exclusive right and easement at any and all times to enter on adjacent land of Grantor, if any, for the limited purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of the Easement Area as in falling would in the judgment of Grantee interfere with or endanger the operation and maintenance of any transmission lines constructed within the Easement Area.

Grantee acknowledges that Grantor may use the Easement Area for all purposes not adverse to Grantee's grant of use of the Easement Area herein contained.

Grantor and its successors and assigns, covenant and agree to and with Grantee, its successors and assigns, that it will not erect or permit the erection or maintenance of

any building, road, utilities or other structure of any kind or nature under or upon the Easement Area, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from Easement Area if, in the reasonable opinion of the Grantee, its successors and assigns, such erection, maintenance or action would endanger or interfere with current or future use of said premises in its operation as a public utility.

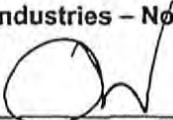
Grantee acknowledges that the rights and easements herein granted are subject to all restrictions, covenants, easements and other encumbrances of record to the extent in force and applicable.

The exercise by Grantee of the rights and easements herein granted shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability therefore. Grantee and its respective successors and assigns shall defend, indemnify, exonerate and hold harmless Grantor, and its respective successors and assigns, and its agents, invitees and employees, all persons claiming by, through or under Grantor, respectively, from and against all claims, suits, damages, liabilities, losses and expenses, including, but not limited to, attorneys' fees and costs, arising out of or resulting from Grantee's construction, installation or maintenance of Grantee's transmission line facilities and equipment located in the Easement Area; and

The terms Grantor and Grantee shall include their respective successors, executors, affiliates or assigns.

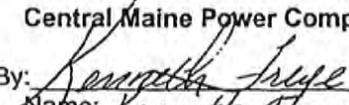
IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be duly executed the day and year first above written.

Aggregate Industries – Northeast Region, Inc.

By: 

Roberto Huet, President hereunto duly authorized

Central Maine Power Company

By: 

Name: Kenneth Freye
Title: Manager, hereunto duly authorized
Real Estate Services

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 26 day of April, 2007, before me, the undersigned notary public, personally

appeared **Roberto Huet**, proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license with photo identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President of **Aggregate Industries - Northeast Region, Inc.**, a Massachusetts corporation.



Notary Public
My Commission Expires: 12/18/08

Seal

STATE OF MAINE

April 11, 2007

Kennebec, ss.

The above named Kenneth H. Freye personally appeared before me and acknowledged the above instrument to be his/her free act and deed in his/her said capacity as Manager, Real Estate Services of **Central Maine Power Company** and the free act and deed of **Central Maine Power Company**.



Notary Public/Attorney
Printed Name

Alice D. Richards
Notary Public, Maine
My Commission Expires January 4, 2011

Seal

3799 → CMP
83 EDISON DR 3rd FL
AUGUSTA ME 04330

END OF DOCUMENT

EASEMENT AGREEMENT

AGGREGATE INDUSTRIES - NORTHEAST REGION, INC. a Massachusetts corporation having a place of business at 1715 Broadway, Saugus, MA 01906 ("**Grantor**"), for consideration of Three Thousand Dollars (\$3,000) paid by **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, ME 04336 ("**Grantee**"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, forever, with quitclaim covenants, the perpetual exclusive right and easement in accordance herewith (the "**Easement Agreement**") to erect, bury, construct, maintain, repair, rebuild, replace, operate, patrol and remove energy and communications transmission and distribution lines consisting of suitable and sufficient poles, towers, duct-banks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458, over, under and across the following described land situated in the Town of Berwick, York County of, State of Maine (the "**Easement Area**"). The location of the Easement Area is more particularly described as follows:

A fifty (50) foot wide strip of land immediately adjacent to, parallel with and immediately southeasterly of, Grantee's existing 100 foot-wide transmission line easement ("**Existing Corridor**") currently a part of the Grantee's so-called Transmission Line Corridor Section 118, all or a part of which is described in a deed recorded in the York County Registry of Deeds ("**Registry**") in Book 925, Page 129, beginning at land now or formerly of Redimix Companies, Inc. (Registry Book 14731, Page 41) and extending southwesterly to land now or formerly of Ronald D. Hathorne (Registry Book 12549, Page 121). Meaning and intending to expand the Existing Corridor by fifty (50) feet at all points parallel to Grantor's property. Reference is made to prior grant of easement by Grantor to Grantee described in an easement agreement (Registry Book 15166, Page 35) (the "**Twenty Foot Easement**"). The fifty (50) foot grant of easement set forth in this Easement Agreement is intended to be inclusive of the Twenty Foot Easement, supersedes and replaces the Twenty Foot Easement in all respects, such that the rights and obligations of Grantor and Grantee with respect to the Twenty Foot Easement are also as set forth solely in this Easement Agreement.

Reference is made subject to the existing rights of Grantee for its Section 118 Transmission Line described in an easement from Grantor to Grantee dated April 26, 2007 and recorded in the Registry in Book 15166, Page 35. Further reference is made to the twenty (20) foot easement described in such deed recorded in the Registry in Book 15166, Page 35.

Grantor's property is as described in the Registry Book 11964, Page 308.

Also conveying to Grantee the non-exclusive right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said Easement Area of all trees, timber, and bushes growing on the Easement Area by such means as Grantee may select, promptly removing and disposing of all cut timber and brush from the Easement Area.

Also conveying to Grantee the non-exclusive right and easement at any and all times to enter on adjacent land of Grantor, if any, (the "Adjacent Land") for the limited purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of the Easement Area as in falling would in the judgment of Grantee interfere with or endanger the operation and maintenance of any transmission lines constructed within the Easement Area.

Grantee acknowledges that Grantor, its successors and assigns, may use the Easement Area for all purposes not adverse to Grantee's grant of use of the Easement Area herein contained.

Grantor and its successors and assigns covenants and agrees to and with Grantee, its successors and assigns, that it will not erect or permit the erection or maintenance of any building, road, utilities or other structure of any kind or nature under or upon the Easement Area, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from Easement Area if, in the reasonable opinion of the Grantee, its successors and assigns, such erection, maintenance or action would endanger or interfere with current or future use of said Easement Area in its operation as a public utility.

Grantee and its successors and assigns covenants and agrees to and with Grantor that Grantee, its successor and assigns, shall comply with all applicable laws, rules, orders, ordinances, and regulations of any town, county, state, and federal government or agency thereof at anytime issued or in force (including environmental laws and regulations) as applicable to Grantee's use of the Easement Area, the Adjacent Land or as related any work or activity undertaken thereon by Grantee, its successors and assigns.

Grantee is fully familiar with the condition of the Easement Area and the Adjacent Land of Grantor. Grantor has made no representations of whatever nature as to the condition of the Easement Area or the Adjacent Land. Grantee accepts the condition of the Easement Area and Adjacent Land strictly "as is", "where is".

Grantee acknowledges that the rights and easements herein granted are subject to all restrictions, covenants, easements and other encumbrances of record to the extent in force and applicable.

The exercise by Grantee of the rights and easements herein granted shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability therefore. Notwithstanding the foregoing, nothing herein shall relieve Grantor from complying with Maine law or federal laws concerning operations and activities around high voltage lines.

Grantee, its successors and assigns, hereby agrees to defend, indemnify and hold harmless Grantor, its directors, officers, employees, agents, and successors and assigns, from and against all claims, damages, losses and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") for damage to persons or property arising out of or resulting from Grantee's construction, installation or maintenance of Grantee's transmission line facilities and equipment located in the Easement Area or Adjacent Land, including Claims resulting from the presence or release of Hazardous Materials¹, but excluding Claims resulting from the negligence

¹ "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in applicable environmental laws and regulations, and shall include, without limitation, any petroleum products or by-products,

of Grantor, the failure of Grantor to comply with Maine law pertaining to activities around high voltage power lines, or the release of Hazardous Materials at the Easement Area and/or the Adjacent Land solely by persons other than Grantee, its employees, agents and contractors.

The terms Grantor and Grantee shall include their respective successors, executors, affiliates or assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be duly executed this 15th day of ~~September~~ November, 2011.

Aggregate Industries – Northeast Region, Inc.

By: [Signature]
Real Estate Manager hereunto duly authorized

Central Maine Power Company

By: [Signature]
Name: Alice Richards
Title: Spv., Real Estate, hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss

On this 15 day of Nov, 2011, before me, the undersigned notary public, personally appeared Scott Colby, which was a valid Massachusetts driver's license with photo identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Real Estate Manager of Aggregate Industries – Northeast Region, Inc., a Massachusetts corporation.

Seal

[Signature]

Notary Public
My Commission Expires: 1/28/16

STATE OF MAINE

County of Kennebec, ss.

Nov. 22, 2011

flammable explosives, radioactive materials, asbestos in any form, polychlorinated byphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental laws and regulations.

EXECUTION

The above named Alice Richards personally appeared before me and acknowledged the above instrument to be ~~his~~/her free act and deed in ~~his~~/her said capacity as Spouse, Real Estate of Central Maine Power Company and the free act and deed of Central Maine Power Company.

Lewis S. Benner
Notary Public, Maine
My Commission Expires 3/31/2016

Lewis S. Benner
Notary Public/~~Attorney~~
Printed Name

END OF DOCUMENT



Label Format:
Block - Lot Number
Assessed Acreage

ALL DIMENSIONS ARE IN FEET.
MAP SCALE MAY VARY WITH PAGE.
FOR ASSESSMENT PURPOSES ONLY.
NOT FOR PROPERTY CONVEYANCES

PROPERTY MAP BERWICK MAINE

NOTE: MAP REFLECTS
CHANGES AS
OF APRIL, 2018

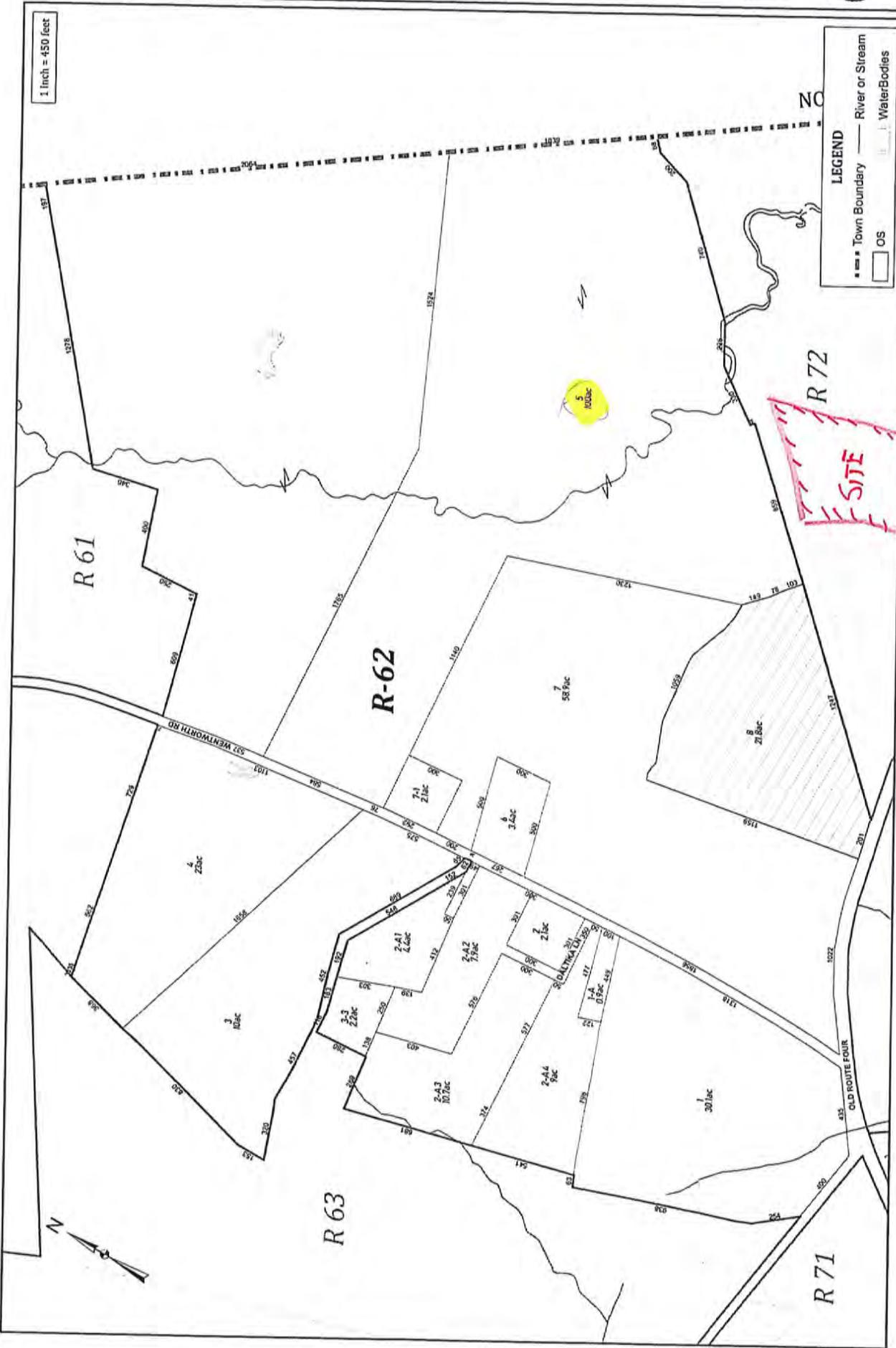
Northern Forestry, LLC

R-62

1 inch = 450 feet

LEGEND

- Town Boundary
- River or Stream
- WaterBodies
- OS





Label Format:
Block - Lot Number
Assessed Acreage

ALL DIMENSIONS ARE IN FEET
MAP SCALE MAY VARY WITH PAGE
NOT FOR PROPERTY CONVEYANCES

BERWICK PROPERTY MAP MAINE

NOTE: MAP REFLECTS
CHANGES AS
OF APRIL, 2018

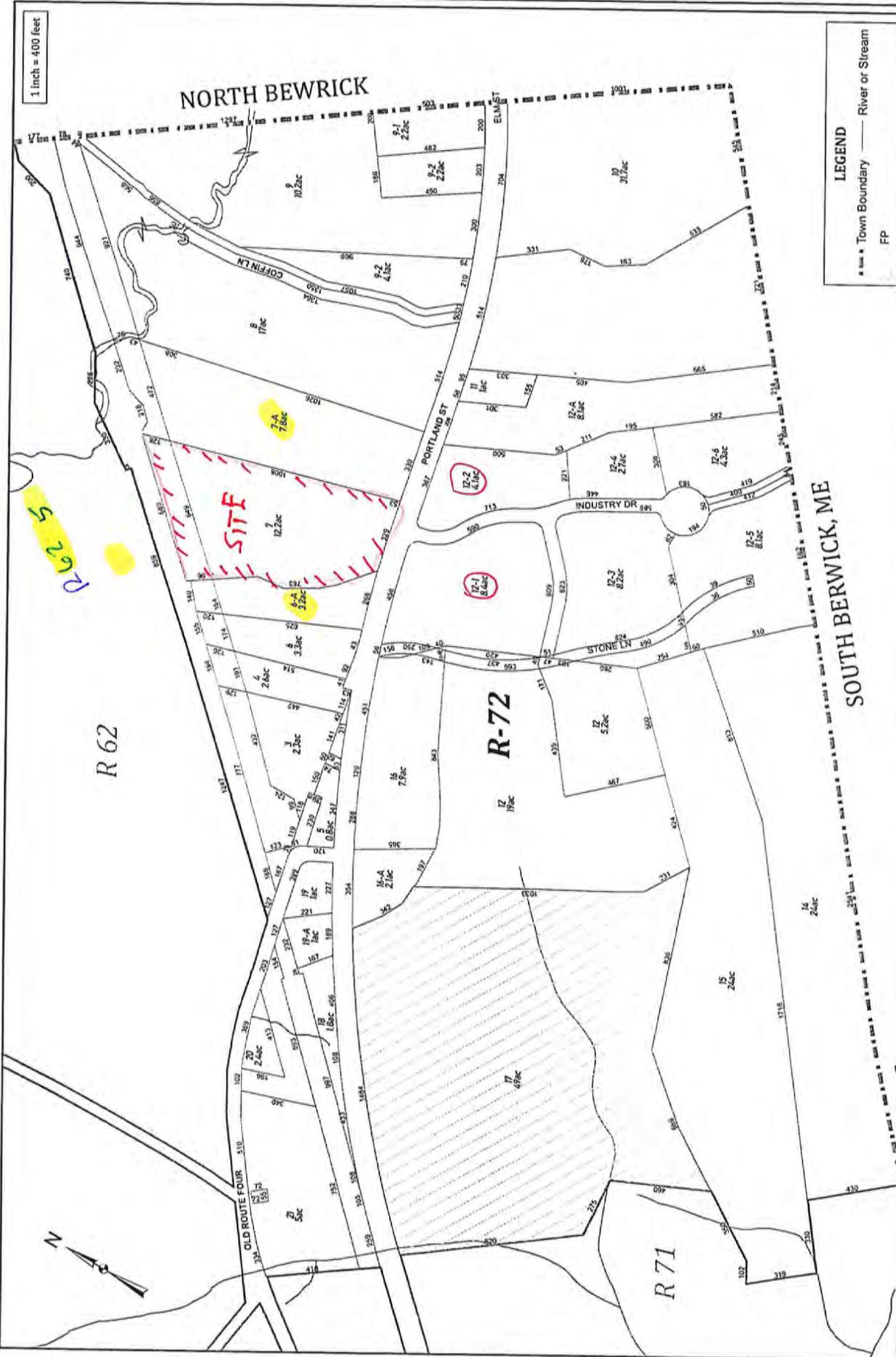
Northern Forests, LLC

R-72

1 inch = 400 feet

LEGEND

- Town Boundary
- River or Stream
- FP



7/03/19

List of Abutters

Project: Doucette Forestry – Berwick, ME

Location: 537 Portland Street– Map R072 Lot 7

Map	Lot	Property Owner	Mailing Address
R072	12-1	MICK CONSTRUCTION CORPORATION	PO BOX 160 ROLLINSFORD, NH 03869
R072	12-2	DAVID P. MICK RENTALS, LLC	191 KNIGHTS POND ROAD SO. BERWICK, ME 03908
R072	6-A	SMITH, CHAD F	531 PORTLAND ST BERWICK, ME 03901
R072	7-A	REDIMIX COMPANIES, INC	3 EASTGATE PARK RD BELMONT, NH 03220
R062	5	BOLDUC, HARRIET W. & DALE J.	95 WENTWORTH RD BERWICK, ME 03901
		TOWN OF BERWICK	11 SULLIVAN STREET BERWICK, ME 03901

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207)289-3826

PROPERTY ADDRESS	
Town Or Plantation	BERWICK
Street Subdivision Lot #	RT 4
PROPERTY OWNERS NAME	
Last: TURCOTTE	First: DAVID
Applicant Name:	KNOX LANE
Mailing Address of Owner/Applicant (If Different)	BERWICK, ME
Owner/Applicant Statement	
I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.	
Signature of Owner/Applicant	Date

Caution: Permit Required

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

Caution: Inspection Required

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

PERMIT INFORMATION

<p>THIS APPLICATION IS FOR:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NEW SYSTEM <input type="checkbox"/> REPLACEMENT SYSTEM <input type="checkbox"/> EXPANDED SYSTEM <input type="checkbox"/> EXPERIMENTAL SYSTEM <p>SEASONAL CONVERSION to be completed by the LPI</p> <ol style="list-style-type: none"> <input type="checkbox"/> SYSTEM COMPLIES WITH RULES <input type="checkbox"/> CONNECTED TO SANITARY SEWER <input type="checkbox"/> SYSTEM INSTALLED - P# _____ <input type="checkbox"/> SYSTEM DESIGN RECORDED AND ATTACHED <p>IF REPLACEMENT SYSTEM: YEAR FAILING SYSTEM INSTALLED _____</p> <p>THE FAILING SYSTEM IS:</p> <ol style="list-style-type: none"> <input type="checkbox"/> BED <input type="checkbox"/> CHAMBER <input type="checkbox"/> TRENCH <input checked="" type="checkbox"/> OTHER: _____ 	<p>THIS APPLICATION REQUIRES:</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NO RULE VARIANCE <input type="checkbox"/> NEW SYSTEM VARIANCE Attach New System Variance Form <input type="checkbox"/> REPLACEMENT SYSTEM VARIANCE Attach Replacement System Variance Form <ol style="list-style-type: none"> <input type="checkbox"/> Requiring Local Plumbing Inspector Approval <input type="checkbox"/> Requires State and Local Plumbing Inspector Approval <input type="checkbox"/> MINIMUM LOT SIZE VARIANCE <p>DISPOSAL SYSTEM TO SERVE:</p> <ol style="list-style-type: none"> <input type="checkbox"/> SINGLE FAMILY DWELLING <input type="checkbox"/> MODULAR OR MOBILE HOME <input type="checkbox"/> MULTIPLE FAMILY DWELLING <input checked="" type="checkbox"/> OTHER <u>COMMERCIAL</u> SPECIFY _____ 	<p>INSTALLATION IS:</p> <p>COMPLETE SYSTEM</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NON-ENGINEERED SYSTEM <input type="checkbox"/> PRIMITIVE SYSTEM (Includes Alternative Toilet) <input type="checkbox"/> ENGINEERED (+ 2000 gpd) <p>INDIVIDUALLY INSTALLED COMPONENTS:</p> <ol style="list-style-type: none"> <input type="checkbox"/> TREATMENT TANK (ONLY) <input type="checkbox"/> HOLDING TANK _____ GAL <input type="checkbox"/> ALTERNATIVE TOILET (ONLY) <input type="checkbox"/> NON-ENGINEERED DISPOSAL AREA (ONLY) <input type="checkbox"/> ENGINEERED DISPOSAL AREA (ONLY) <input type="checkbox"/> SEPARATED LAUNDRY SYSTEM <p>TYPE OF WATER SUPPLY <u>PROPOSED WELL</u></p>
<p>SIZE OF PROPERTY: <u>10Ac ±</u></p> <p>ZONING: <u>RC/I</u></p>		

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

<p>TREATMENT TANK</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> SEPTIC: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Low Profile <input type="checkbox"/> AEROBIC <p>SIZE: <u>1500</u> GALS.</p>	<p>WATER CONSERVATION</p> <ol style="list-style-type: none"> <input checked="" type="checkbox"/> NONE <input type="checkbox"/> LOW VOLUME TOILET <input type="checkbox"/> SEPARATED LAUNDRY SYSTEM <input type="checkbox"/> ALTERNATIVE TOILET SPECIFY: _____ 	<p>PUMPING</p> <ol style="list-style-type: none"> <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> MAY BE REQUIRED (DEPENDENT ON TREATMENT TANK LOCATION AND ELEVATION) <input checked="" type="checkbox"/> REQUIRED DOSE: <u>100</u> GALS. 	<p>CRITERIA USED FOR DESIGN FLOW (BEDROOMS, SEATING, EMPLOYEES, WATER RECORDS, ETC.)</p> <p style="font-size: large;"><u>Concrete Processing Plant</u></p> <p style="font-size: large;"><u>50 Employees</u></p> <p style="font-size: large;"><u>@ 15 GPD ea</u></p> <p>DESIGN FLOW: <u>750</u> (GALLONS/DAY)</p>				
<p>SOIL CONDITIONS USED FOR DESIGN PURPOSES</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PROFILE</th> <th style="width: 50%;">CONDITION</th> </tr> <tr> <td style="text-align: center;"><u>2</u></td> <td style="text-align: center;"><u>C</u></td> </tr> </table> <p>DEPTH TO LIMITING FACTOR: <u>26</u></p>	PROFILE	CONDITION	<u>2</u>	<u>C</u>	<p>SIZE RATINGS USED FOR DESIGN PURPOSES</p> <ol style="list-style-type: none"> <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input checked="" type="checkbox"/> MEDIUM-LARGE <input type="checkbox"/> LARGE <input type="checkbox"/> EXTRA LARGE 	<p>DISPOSAL AREA TYPE/SIZE</p> <ol style="list-style-type: none"> <input type="checkbox"/> BED _____ Sq. Ft. <input checked="" type="checkbox"/> CHAMBER <u>1344</u> Sq. Ft. <input type="checkbox"/> REGULAR <input type="checkbox"/> H-20 <input type="checkbox"/> TRENCH _____ Linear Ft. <input type="checkbox"/> OTHER: _____ 	
PROFILE	CONDITION						
<u>2</u>	<u>C</u>						

SITE EVALUATOR STATEMENT

On 4-28-88 (date) I conducted a site evaluation for this project and certify that the data reported is accurate. The system I propose is in accordance with the Subsurface Wastewater Disposal Rules.

Michael Maians 219 4-28-88
 Site Evaluator Signature SE# Date
 (Local Plumbing Inspector's Signature)

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town, City, Plantation

BERWICK

Street, Road, Subdivision

PT 4
SITE PLAN

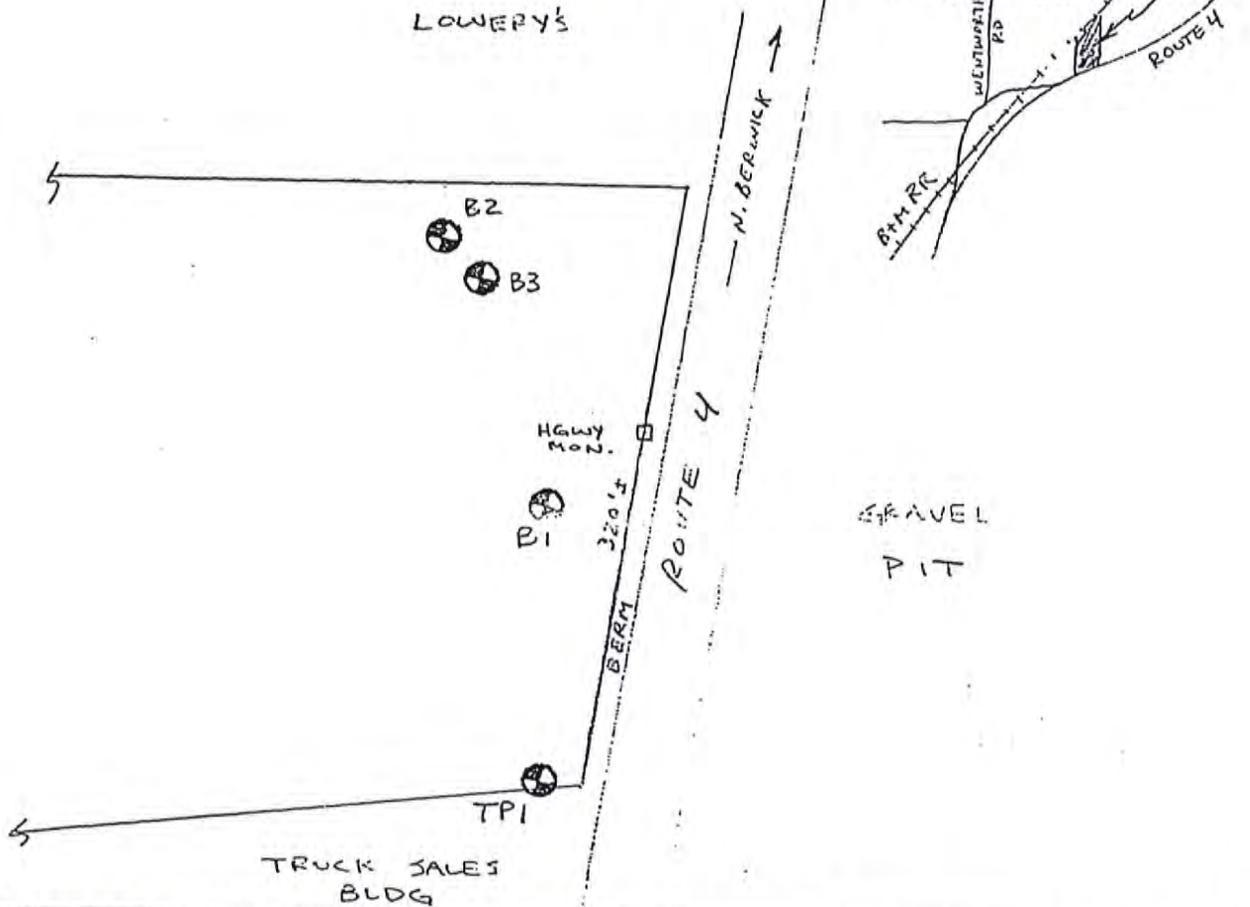
Department of Human Services
Division of Health Engineering

Owners Name

DAVID TURCOTTE

SITE LOCATION PLAN (Attach Map from Maine Atlas for New System Variance)

Scale 1" = 100 Ft.



SOIL DESCRIPTION AND CLASSIFICATION

(Location of Observation Holes Shown Above)

Observation Hole TPI Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM	FRIABLE	DARK BROWN	
6				
10	SANDY LOAM		YELLOWISH BROWN	
15				
20			LIGHT OLIVE BROWN	
30	LOAMY SAND		LIGHT BROWNISH	MANY
40			GRAY	
50				

Soil Profile 2 Classification C Slope 13 % Limiting Factor 24 Ground Water Restrictive Layer Bedrock

Observation Hole B1 Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)	Texture	Consistency	Color	Mottling
0	F.S.L.	FRIABLE	DARK BROWN	
6				
10	SANDY LOAM		YELLOWISH BROWN	
15				
20			LIGHT OLIVE BROWN	
30	LOAMY SAND		LIGHT BROWNISH	MANY
40			GRAY	
50				

Soil Profile 2 Classification C Slope 11 % Limiting Factor 27 Ground Water Restrictive Layer Bedrock

Michael M... ..

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering

Town, City, Plantation

BERWICK

Street, Road, Subdivision

Owners Name

SITE PLAN

Scale 1" = _____ Ft.

SITE LOCATION PLAN (Attach
Map from Maine Atlas for
New System Variance)

SOIL DESCRIPTION AND CLASSIFICATION

(Location of Observation Holes Shown Above)

Observation Hole B2 Test Pit Boring

_____ " Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
F.S.L.	FRIABLE	DARK BROWN	
SANDY LOAM		YELLOWISH BROWN	
GRAVELLY LOAMY SAND			
LOAMY SAND		BROWNISH	MANY
		YELLOW	

Soil Profile <u>2</u>	Classification Condition <u>C</u>	Slope <u>9</u> %	Limiting Factor <u>26</u>	<input checked="" type="checkbox"/> Ground Water
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

Observation Hole B3 Test Pit Boring

_____ " Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
F.S.L.	FRIABLE	DARK BROWN	
SANDY LOAM		YELLOWISH BROWN	
GRAVELLY LOAMY SAND			
LOAMY SAND		BROWNISH	MANY
		YELLOW	

Soil Profile <u>2</u>	Classification Condition <u>C</u>	Slope <u>9</u> %	Limiting Factor <u>28</u>	<input checked="" type="checkbox"/> Ground Water
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

Michael Mainano
Site Evaluator Signature

219
SF#

4-28-88

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering

Town, City, Plantation

BERWICK

Street, Road, Subdivision

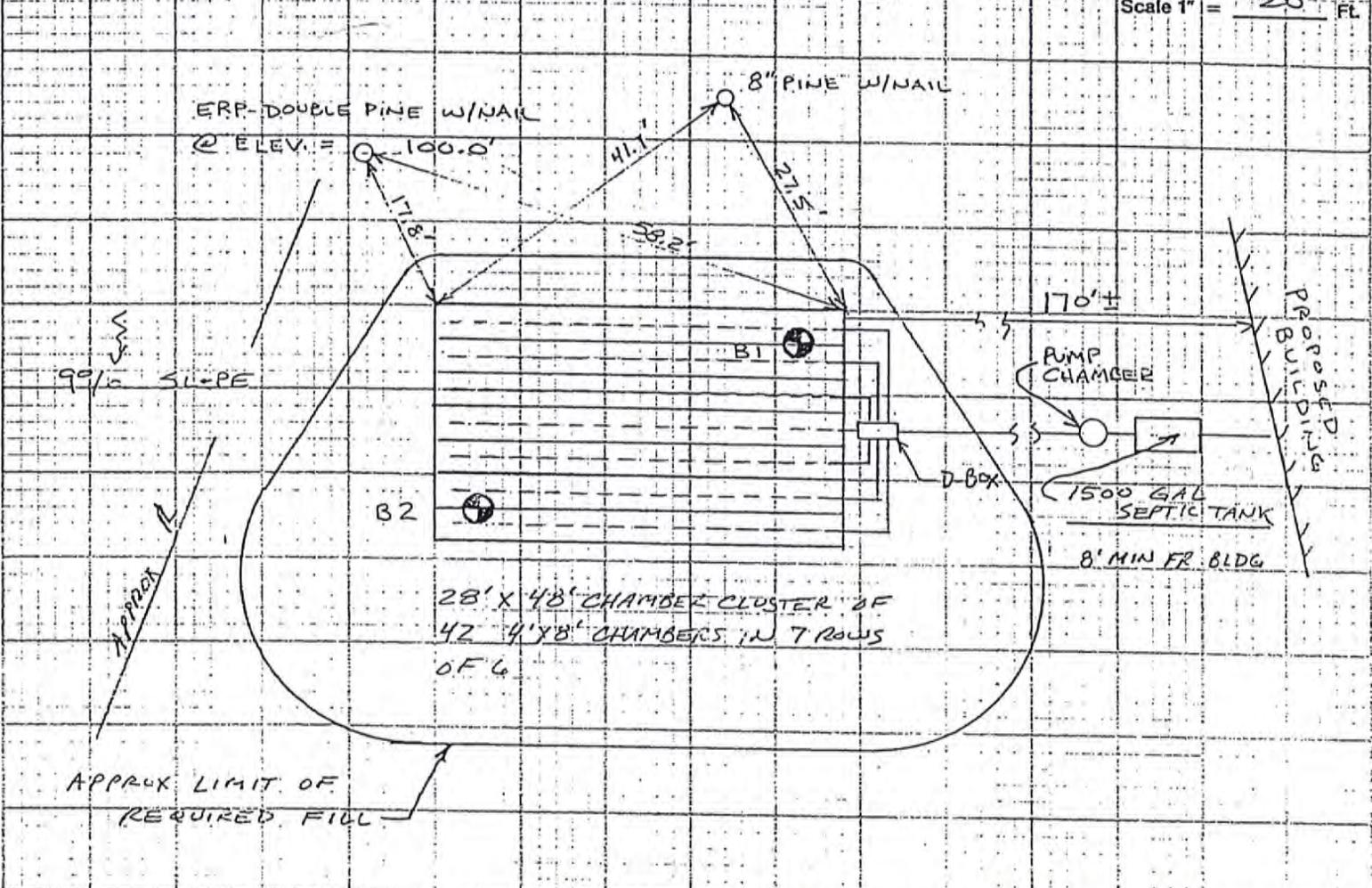
RT 4

Owners Name

DAVID TURCOTTE

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 20' FL



FILL REQUIREMENTS

Depth of Fill (Upslope)

10"

Depth of Fill (Downslope)

40"

CONSTRUCTION ELEVATIONS

Reference Elevation is

100.0'

Bottom of Disposal Area

98.9'

Top of Distribution Lines or Chambers

100.5'

ELEVATION REFERENCE POINT

LOCATION & DESCRIPTION

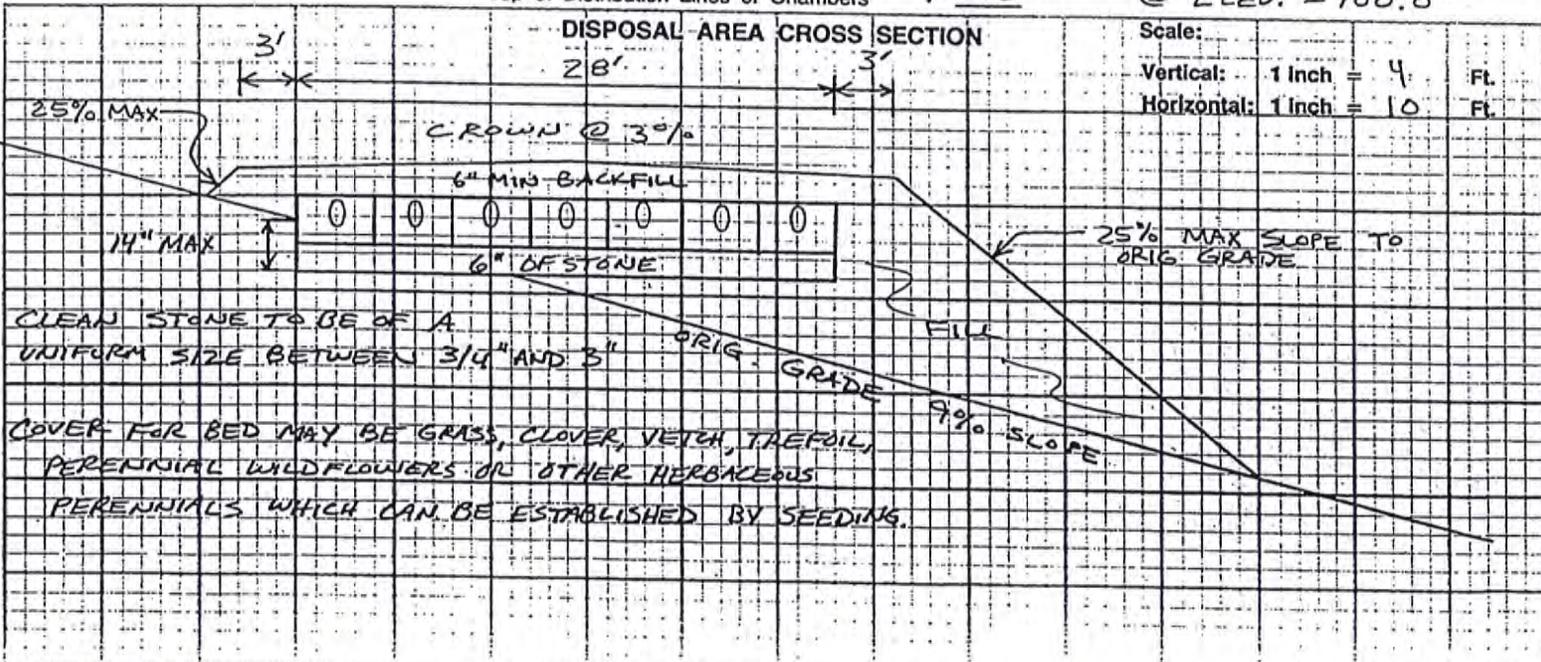
ERP- DBL PINE W/MAIL @ ELEV. = 100.0'

DISPOSAL AREA CROSS SECTION

Scale:

Vertical: 1 inch = 4' FL

Horizontal: 1 inch = 10' FL



Michael M...
Site Evaluator Signature

219
SF#

4-28-88
Date

#4453 8-25-88



WATER TEST RESULTS

MATERIALS TESTING

DATE 8-24-88
WELL TYPE Drilled
WELL DEPTH 360 Feet
WELL AGE 3 Months
LOCATION bath

Elliot Gray & Sons
High Street
No Berwick, Me 03906

re:Turcotte Concrete Inc
Route 4
Berwick, Me

<u>TEST</u>	<u>RESULTS</u>	<u>STATE LIMITS</u>
pH		5.00-9.00
NITRATE*	MG/L	9.9 MG/L
NITRITE	MG/L	1.0 MG/L
CHLORIDE	MG/L	250 MG/L
IRON	MG/L	FE AND ME TOTAL NOT
MANGANESE	MG/L	NOT GREATER THAN 0.3 MG/L
COPPER	MG/L	1.0 MG/L
HARDNESS	MG/L	
BACTERIA*	0 coliform 0 noncoliform	UP TO 1 coliform/100 ml UP TO 200 noncoliform

This water is considered satisfactory for drinking and general use under the existing conditions based on the results of the above parameters. All results are within the limits recommended by the Public Health Laboratory for drinking.

*State of Maine and New Hampshire Certified.

P. Baldwin Chemist

DEMERS LABORATORY

71 Main Street / P.O. Box 725 / Springvale, Maine 04083 / 207-324-2074

- 1.--- pH of a water sample indicates its alkalinity or acidity. Most waters run between 5.5 and 8.0. A water sample with a pH under 7.0 tends to be corrosive. It will dissolve some metal from pipes and iron from well casing pump and piping. Water with a pH under 6.0 should be neutralized chemically or by filtering.
- 2.--- Nitrates and nitrites are naturally occurring substances found in soil, plants, water and other sources such as water in small amounts. Nitrates and nitrites in high concentrations cause methemoglobinemia in infants, a disease which effects the blood so it can no longer carry oxygen through the body (blue-baby syndrome), which can be fatal. Infants should not drink water which is over the standard and it should not be used for mixing infant formulas. Possible sources include privies, septic systems, wastes, livestock manure spreading, and heavy use of fertilizers. Nitrogen compounds can be removed with filtration units. Nitrates between 6-9.9 MG/L are considered satisfactory with notation and over 10.0 MG/L are unsatisfactory.
- 3.--- Consuming water containing chloride is not harmful to health. High amounts of chloride can give a salty taste and can corrode pipes, pumps, and plumbing fixtures. 250 MG/L is set to indicate a water quality problem rather than a health problem. If high chlorides are detected, sodium levels should be checked. High chlorides are associated with salt water intrusion, septic tanks, road salting and storage piles. Levels for sodium are 20 MG/L. Individuals on a low salt diet due to high blood pressure or other health problems should consult a physician about drinking water on a daily basis which exceeds the limit. Excess sodium from salt in the diet increases the risk of high blood pressure and cardiovascular disease. For most people a sodium of 100 MG/L in water will not increase the risk. Possible sources are the same as for chlorides as well as water softeners.
- 4.--- Iron and Manganese in the amounts found in drinking water are not harmful to health. The standards are set to indicate a problem with taste, staining, and cloudiness. Excess amounts in water can cause discolored water, rusty-brown stains and black specs on fixtures and laundry. The taste of beverages will be effected and can build up deposits in pipes, heaters and pressure tanks. Filtration units will remove high iron and manganese. In some areas iron occurs in high concentrations naturally. Some additional iron will be picked up in acidic waters.
- 5.--- High levels of copper may cause a bitter taste or blue-green stains on fixtures. At high levels it is a gastrointestinal irritant and can be toxic at high levels. 1.0 MG/L is set to indicate a taste problem not a health hazard. Copper pipes with acidic water increases copper content. A pH control unit and plastic pipes approved for hot water will eliminate.
- 6.--- Hardness is caused by minerals, primarily calcium and magnesium. Hard water is not considered contaminated, but it does retard cleaning action of soap and forms a scale on cooking utensils, hot water pipes and heaters. Hard water is not harmful to health. Water softeners are available.
- 7.--- Coliform bacteria are organisms which live in the intestines of humans and animals. They can be found in plants, soil, and surface waters. Presence of these bacteria indicate that other harmful organism may be present. Water containing coliform bacteria greater the 1/100 mL water or too numerous to count should not be used for drinking or cooking unless boiled for five minutes or disinfected. Bacteria and other organisms found in drinking water can cause intestinal upset, as well as disease such as dysentery, thyphoid, or hepatitis. Most bacteria in wells comes from surface water contamination, decayed material, animals or human activity. Water samples with greater than 200 noncoliform should be resampled. It is impossible to determine if noncoliform growth is inhibiting coliform growth. A set of chlorinating instructions is enclosed.

#4773

WATER TEST RESULTS



MATERIALS TESTING

DATE 9-28-88
 WELL TYPE Drilled
 WELL DEPTH 300/460 Feet
 WELL AGE 4 months
 LOCATION bath

Elliot Gray & Sons
 P O Box 242
 No Berwick, Me 03906

re:Turcotte Concrete
 Route 4
 Berwick, Me

<u>TEST</u>	<u>RESULTS</u>	<u>STATE LIMITS</u>
pH	8.16	5.00-9.00
NITRATE*	none detected MG/L	9.9 MG/L
NITRITE	less than 0.01 MG/L	1.0 MG/L
CHLORIDE	6.5 MG/L	250 MG/L
IRON	0.317 MG/L	FE AND ME TOTAL NOT NOT GREATER THAN 0.3 MG/L
MANGANESE	0.059 MG/L	
COPPER	0.011 MG/L	1.0 MG/L
HARDNESS	40 MG/L	soft
BACTERIA*	0 coliform 0 noncoliform	UP TO 1 coliform/100 ml UP TO 200 noncoliform

SEE BACK # 4

This water is considered satisfactory with notation for drinking and general use under the existing conditions based on the results of the above parameters. All results are within the limits recommended by the Public Health Laboratory for drinking.

*State of Maine and New Hampshire Certified.

P Baldwin Chemist

DEMERS LABORATORY

71 Main Street / P.O. Box 725 / Springvale, Maine 04083 / 207-324-2074

- 1.--- pH of a water sample indicates its alkalinity or acidity. Most waters run between 5.5 and 8.0. A water sample with a pH under 7.0 tends to be corrosive. It will dissolve some metal from pipes and iron from well casing pump and piping. Water with a pH under 6.0 should be neutralized chemically or by filtering.
- 2.--- Nitrates and nitrites are naturally occurring substances found in soil, plants, water and other sources such as water in small amounts. Nitrates and nitrites in high concentrations cause methemoglobinemia in infants, a disease which effects the blood so it can no longer carry oxygen through the body (blue-baby syndrome), which can be fatal. Infants should not drink water which is over the standard and it should not be used for mixing infant formulas. Possible sources include privies, septic systems, wastes, livestock manure spreading, and heavy use of fertilizers. Nitrogen compounds can be removed with filtration units. Nitrates between 6-9.9 MG/L are considered satisfactory with notation and over 10.0 MG/L are unsatisfactory.
- 3.--- Consuming water containing chloride is not harmful to health. High amounts of chloride can give a salty taste and can corrode pipes, pumps, and plumbing fixtures. 250 MG/L is set to indicate a water quality problem rather than a health problem. If high chlorides are detected, sodium levels should be checked. High chlorides are associated with salt water intrusion, septic tanks, road salting and storage piles. Levels for sodium are 20 MG/L. Individuals on a low salt diet due to high blood pressure or other health problems should consult a physician about drinking water on a daily basis which exceeds the limit. Excess sodium from salt in the diet increases the risk of high blood pressure and cardiovascular disease. For most people a sodium of 100 MG/L in water will not increase the risk. Possible sources are the same as for chlorides as well as water softeners.
- 4.--- Iron and Manganese in the amounts found in drinking water are not harmful to health. The standards are set to indicate a problem with taste, staining, and cloudiness. Excess amounts in water can cause discolored water, rusty-brown stains and black specs on fixtures and laundry. The taste of beverages will be effected and can build up deposits in pipes, heaters and pressure tanks. Filtration units will remove high iron and manganese. In some areas iron occurs in high concentrations naturally. Some additional iron will be picked up in acidic waters.
- 5.--- High levels of copper may cause a bitter taste or blue-green stains on fixtures. At high levels it is a gastrointestinal irritant and can be toxic at high levels. 1.0 MG/L is set to indicate a taste problem not a health hazard. Copper pipes with acidic water increases copper content. A pH control unit and plastic pipes approved for hot water will eliminate.
- 6.--- Hardness is caused by minerals, primarily calcium and magnesium. Hard water is not considered contaminated, but it does retard cleaning action of soap and forms a scale on cooking utensils, hot water pipes and heaters. Hard water is not harmful to health. Water softeners are available.
- 7.--- Coliform bacteria are organisms which live in the intestines of humans and animals. They can be found in plants, soil, and surface waters. Presence of these bacteria indicate that other harmful organism may be present. Water containing coliform bacteria greater the 1/100 mL water or too numerous to count should not be used for drinking or cooking unless boiled for five minutes or disinfected. Bacteria and other organisms found in drinking water can cause intestinal upset, as well as disease such as dysentery, thypoid, or hepatitis. Most bacteria in wells comes from surface water contamination, decayed material, animals or human activity. Water samples with greater than 200 noncoliform should be resampled. It is impossible to determine if noncoliform growth is inhibiting coliform growth. A set of chlorinating instructions is enclosed.



Ruler [X]

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 1,177.69 Feet

Ground Length: 1,177.72

Heading: 77.10 degrees

Mouse Navigation Save Clear



Google Earth

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Google Earth

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Ruler [X]

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length:	719.78	Feet
Ground Length:	719.81	
Heading:	252.76	degrees

Mouse Navigation Save Clear



Google Earth

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© 2019 Google

2017 Maine Transportation Count Book

County

York

TOWN	STA	ROAD-PN	LOCATION	GROUP	AA DT12	AA DT13	AA DT14	AA DT15	AA DT16	AA DT17
BERWICK	03800	00575-6	RIDLON RD @ LITTLE RIVER BR# 1227	I	-	70 C	-	-	60 S	-
BERWICK	05308	00564-6	RIDLON RD NW/O RIDLON EAST RD @ BR#1231	I	-	-	-	-	80 S	-
BERWICK	01908	B0577-4	ROCHESTER ST (OW) NW/O SR 9	I	-	5150 C	-	-	5150 C	-
BERWICK	02108	B0577-4	ROCHESTER ST NW/O ELEANORS WAY	I	-	6650 C	-	-	6200 C	-
BERWICK	00908	B0577-4	ROCHESTER ST NW/O HUBBARD @ NH SL	I	-	4560 C	-	-	4280 S	-
BERWICK	00904	B0577-4	ROCHESTER ST SE/O HUBBARD RD	I	-	6190 C	-	-	5800 C	-
BERWICK	05002	B2379-4	SA W MILL HL NE/O SECOND ST	I	-	-	-	-	1690 C	-
BERWICK	01803	B2379-4	SAWMILL HILL E/O SR 9 (SCHOOL ST)	I	-	-	-	-	1960 C	-
BERWICK	01108	0236X-2	SR 236 (ALLEN ST) NW/O BERWICK RD(W JCT)	I	-	-	-	-	5420 C	-
BERWICK	01104	0236X-2	SR 236 (ALLEN ST) SE/O BERWICK RD(W JCT)	I	-	4900 C	-	-	4950 C	-
BERWICK	04004	0236X-2	SR 236 (ALLEN ST) SE/O POWER HOUSE	I	-	-	-	-	4550 C	-
BERWICK	01704	0236X-2	SR 236 (ALLEN ST) SE/O SR 9 (SCHOOL ST)	I	-	4120 C	-	-	4300 C	-
BERWICK	00204	0236X-2	SR 236 (BERWICK ST) SE/O NEW DAM RD	I	-	6020 C	-	-	6680 C	-
BERWICK	01406	0004X-1	SR 4 (PORTLAND ST) SW/O JUNCTION RD (PW)	I	-	9830 C	-	-	10090 C	-
BERWICK	01206	0004X-1	SR 4 SW/O DRISCOLL LN @ S BERWICK TL	I	-	11480 C	-	-	11830 C	-
BERWICK	04603	0009X-2	SR 9 (SCHOOL ST) E/O OLD SANFORD RD	I	-	-	-	-	5400 C	-
BERWICK	03002	0009X-2	SR 9 (SCHOOL ST) NE/O BEECH RIDGE RD @TL	I	-	5810 C	-	-	6130 C	-
BERWICK	00702	0009X-2	SR 9 (SCHOOL ST) NE/O OLD PINE HILL RD	I	-	-	-	-	8220 C	-
BERWICK	01702	0009X-2	SR 9 (SCHOOL ST) NE/O WILSON ST	I	-	7680 C	-	-	8020 C	-
BERWICK	04106	0009X-2	SR 9 (SCHOOL ST) SW/O SIDNEY LN	I	-	7420 C	-	-	-	-
BERWICK	01706	0009X-2	SR 9 (SCHOOL ST) SW/O WILSON ST	I	-	7280 C	-	-	7290 C	-
BERWICK	02603	0009X-2	SR 9 (SCHOOL) E/O CRANBERRY MEADOW RD	I	-	6470 C	-	-	6940 C	-
BERWICK	01905	0009X-2	SR 9 S/O ROCHESTER @ NH SL	I	-	14290 S	-	-	-	-
BERWICK	01901	B0590-6	SULLIVAN ST (OW) N/O SR 9	I	-	4320 C	-	-	5020 C	-
BERWICK	02201	B0590-6	SULLIVAN ST N/O ELEANORS WAY	I	-	-	-	-	5340 C	-
BERWICK	02301	B0590-6	SULLIVAN ST N/O WILSON ST	I	-	-	-	-	6300 C	-
BERWICK	00302	B0590-6	SULLIVAN ST NE/O LOGAN ST	I	-	550 C	-	-	-	-
BERWICK	01601	00615-6	WENTWORTH RD N/O OLD RT 4	I	-	520 C	-	-	-	-
BERWICK	01708	B7145-6	WILSON ST NW/O SR 9 (SCHOOL ST)	I	-	3520 C	-	-	3490 C	-
BIDDEFORD	05901	PW-6	(PW) LACONIA ST N/O SR 9 (MAIN ST)	I	-	200 S	-	-	-	-
BIDDEFORD	12603	PW-6	(PW) PEARL ST E/O LINCOLN ST	I	-	320 S	-	-	-	-
BIDDEFORD	12503	PW-6	(PW) SACO FALLS WAY E/O LINCOLN ST	I	-	740 S	-	-	-	-



ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Mr. Thomas Wright
Selectmen Chairman - Town of Berwick
96 Cemetery Road
Berwick, ME 03901

July 2, 2019
Project No.: C033-19

**RE: Site Plan Application
537 Portland St – Doucette Forestry
Tax Map 72, Lot 7**

Chairman Wright:

On behalf of Doucette Forestry Products, I have enclosed, for your review and consideration, a Site Plan for the proposed facility.

The applicant proposes to obtain site plan approval for a sawmill, a 5,000 square foot building, and an exterior work area.

The site is identified on the Town of Berwick Tax Map R-72 as Lot 7 and is located in the Rural-Commercial/ Industrial and Aquifer Protection Districts. The site is approximately 12.2 acres in area.

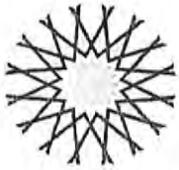
The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

Kenneth A Wood, P.E.
President

C033-19 Letter – Selectmen.doc



ATTAR

ENGINEERING, INC

CIVIL · STRUCTURAL · MARINE

Mr. Timothy Towne
Chief of Police - Town of Berwick
PO Box 644
20 Wilson Street
Berwick, ME 03901

July 2, 2019
Project No.: C033-19

**RE: Site Plan Application
537 Portland St – Doucette Forestry
Tax Map 72, Lot 7**

Chief Towne:

On behalf of Doucette Forestry Products, I have enclosed, for your review and consideration, a Site Plan for the proposed facility.

The applicant proposes to obtain site plan approval for a sawmill, a 5,000 square foot building, and an exterior work area.

The site is identified on the Town of Berwick Tax Map R-72 as Lot 7 and is located in the Rural-Commercial/ Industrial and Aquifer Protection Districts. The site is approximately 12.2 acres in area.

The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

Kenneth A Wood, P.E.
President

C033-19 Letter – Police.doc



ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Mr. Dennis Plante
Fire Chief - Town of Berwick
10 School Street
Berwick, ME 03901

July 2, 2019
Project No.: C033-19

**RE: Site Plan Application
537 Portland St – Doucette Forestry
Tax Map 72, Lot 7**

Chief Plante:

On behalf of Doucette Forestry Products, I have enclosed, for your review and consideration, a Site Plan for the proposed facility.

The applicant proposes to obtain site plan approval for a sawmill, a 5,000 square foot building, and an exterior work area.

The site is identified on the Town of Berwick Tax Map R-72 as Lot 7 and is located in the Rural-Commercial/ Industrial and Aquifer Protection Districts. The site is approximately 12.2 acres in area.

The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

Kenneth A Wood, P.E.
President

C033-19 Letter – Fire.doc



ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Mr. Stephen Eldridge
Town Manager - Town of Berwick
11 Sullivan Street
Berwick, ME 03901

July 2, 2019
Project No.: C033-19

**RE: Site Plan Application
537 Portland St – Doucette Forestry
Tax Map 72, Lot 7**

Mr. Eldridge:

On behalf of Doucette Forestry Products, I have enclosed, for your review and consideration, a Site Plan for the proposed facility.

The applicant proposes to obtain site plan approval for a sawmill, a 5,000 square foot building, and an exterior work area.

The site is identified on the Town of Berwick Tax Map R-72 as Lot 7 and is located in the Rural-Commercial/ Industrial and Aquifer Protection Districts. The site is approximately 12.2 acres in area.

The Planning Board is requiring a letter from your department with any concerns you might have with the proposed development on this property.

Please contact this office with any comments or concerns.

Sincerely,

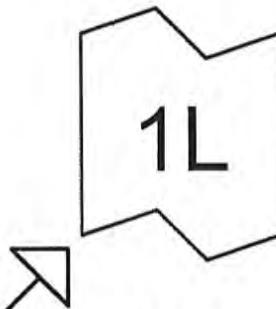
Kenneth A Wood, P.E.
President

C033-19 Letter – Manager.doc

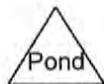
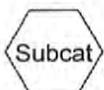
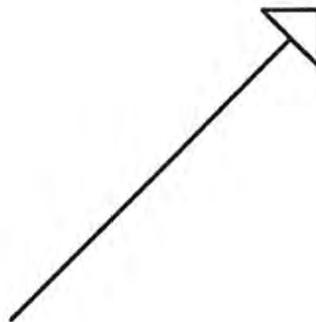
EXISTING CONDITION CALCULATIONS



Subcat 10



AP1



Doucette Forestry - EXT(Manual)

Prepared by Hewlett-Packard Company

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Printed 7/2/2019

Page 2

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
148,295	36	Woods, Fair, HSG A (10S)
827	73	Woods, Fair, HSG C (10S)
683,895	79	Woods, Fair, HSG D (10S)
152,413	96	Gravel surface, HSG A (10S)
1,097	96	Gravel surface, HSG C (10S)
163,894	96	Gravel surface, HSG D (10S)
19,190	98	Paved parking, HSG A (10S)
1,169,611	78	TOTAL AREA

Doucette Forestry - EXT(Manual)

Type II 24-hr 2-YEAR Rainfall=3.24"

Prepared by Hewlett-Packard Company

Printed 7/2/2019

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Page 3

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>1.15"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=15.61 cfs 112,299 cf

Link 1L: AP1

Inflow=15.61 cfs 112,299 cf
Primary=15.61 cfs 112,299 cf

Total Runoff Area = 1,169,611 sf Runoff Volume = 112,299 cf Average Runoff Depth = 1.15"
98.36% Pervious = 1,150,421 sf 1.64% Impervious = 19,190 sf

Doucette Forestry - EXT(Manual)

Type II 24-hr 10-YEAR Rainfall=5.20"

Prepared by Hewlett-Packard Company

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Page 4

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>2.60"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=35.99 cfs 253,355 cf

Link 1L: AP1

Inflow=35.99 cfs 253,355 cf
Primary=35.99 cfs 253,355 cf

Total Runoff Area = 1,169,611 sf Runoff Volume = 253,355 cf Average Runoff Depth = 2.60"
98.36% Pervious = 1,150,421 sf 1.64% Impervious = 19,190 sf

Doucette Forestry - EXT(Manual)

Type II 24-hr 25-YEAR Rainfall=6.42"

Prepared by Hewlett-Packard Company

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Page 1

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>3.59"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=49.59 cfs 349,617 cf

Link 1L: AP1

Inflow=49.59 cfs 349,617 cf
Primary=49.59 cfs 349,617 cf

Total Runoff Area = 1,169,611 sf Runoff Volume = 349,617 cf Average Runoff Depth = 3.59"
98.36% Pervious = 1,150,421 sf 1.64% Impervious = 19,190 sf

Doucette Forestry - EXT(Manual)

Type II 24-hr 25-YEAR Rainfall=6.42"

Prepared by Hewlett-Packard Company

Printed 7/2/2019

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Page 2

Summary for Subcatchment 10S: Subcat 10

Runoff = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf, Depth> 3.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 25-YEAR Rainfall=6.42"

Area (sf)	CN	Description
152,413	96	Gravel surface, HSG A
1,097	96	Gravel surface, HSG C
163,894	96	Gravel surface, HSG D
19,190	98	Paved parking, HSG A
148,295	36	Woods, Fair, HSG A
827	73	Woods, Fair, HSG C
683,895	79	Woods, Fair, HSG D
1,169,611	78	Weighted Average
1,150,421		98.36% Pervious Area
19,190		1.64% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	40	0.2500	0.18		Sheet Flow, SF 1
					Woods: Light underbrush n= 0.400 P2= 3.24"
6.7	400	0.0400	1.00		Shallow Concentrated Flow, SCF 1
					Woodland Kv= 5.0 fps
61.7	1,308	0.0050	0.35		Shallow Concentrated Flow, SCF 2
					Woodland Kv= 5.0 fps
72.1	1,748	Total			

Summary for Link 1L: AP1

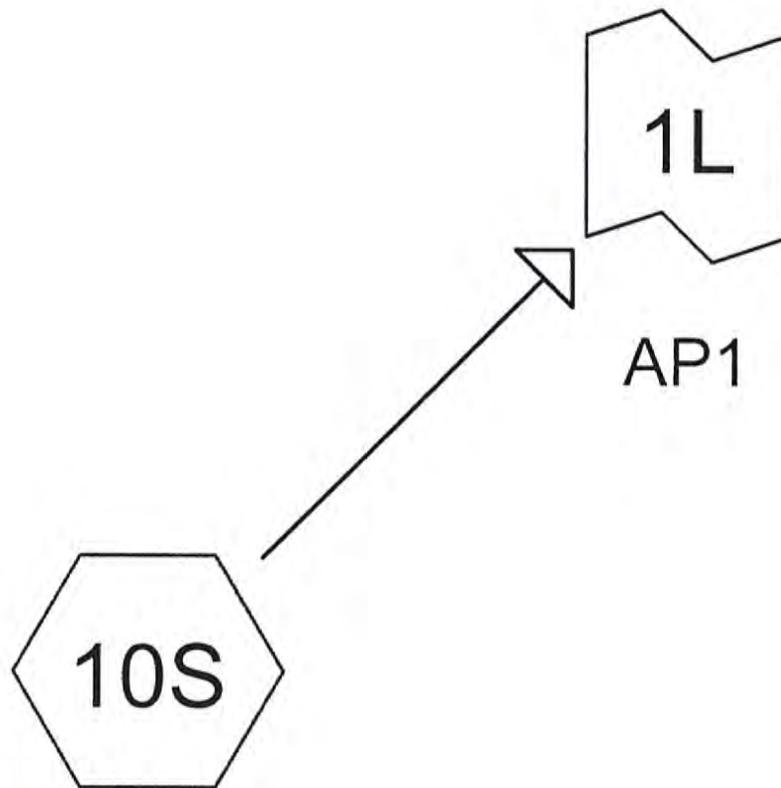
Inflow Area = 1,169,611 sf, 1.64% Impervious, Inflow Depth > 3.59" for 25-YEAR event

Inflow = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf

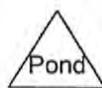
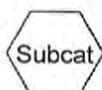
Primary = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf, Atten= 0%, Lag= 0.0 min

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

DEVELOPED CONDITION CALCULATIONS



Subcat 10



Doucette Forestry - PRP(Manual)

Prepared by Hewlett-Packard Company

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Page 2

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
148,622	36	Woods, Fair, HSG A (10S)
706	73	Woods, Fair, HSG C (10S)
686,952	79	Woods, Fair, HSG D (10S)
152,086	96	Gravel surface, HSG A (10S)
1,218	96	Gravel surface, HSG C (10S)
160,837	96	Gravel surface, HSG D (10S)
19,190	98	Paved parking, HSG A (10S)
1,169,611	78	TOTAL AREA

Doucette Forestry - PRP(Manual)

Type II 24-hr 2-YEAR Rainfall=3.24"

Prepared by Hewlett-Packard Company

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>1.15"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=15.61 cfs 112,299 cf

Link 1L: AP1

Inflow=15.61 cfs 112,299 cf
Primary=15.61 cfs 112,299 cf

Total Runoff Area = 1,169,611 sf Runoff Volume = 112,299 cf Average Runoff Depth = 1.15"
98.36% Pervious = 1,150,421 sf 1.64% Impervious = 19,190 sf

Doucette Forestry - PRP(Manual)

Type II 24-hr 10-YEAR Rainfall=5.20"

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Page 4

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>2.60"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=35.99 cfs 253,355 cf

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Doucette Forestry - PRP(Manual)

Type II 24-hr 25-YEAR Rainfall=6.42"

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Page 1

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: Subcat 10

Runoff Area=1,169,611 sf 1.64% Impervious Runoff Depth>3.59"
Flow Length=1,748' Tc=72.1 min CN=78 Runoff=49.59 cfs 349,617 cf

Link 1L: AP1

Inflow=49.59 cfs 349,617 cf
Primary=49.59 cfs 349,617 cf

Total Runoff Area = 1,169,611 sf Runoff Volume = 349,617 cf Average Runoff Depth = 3.59"
98.36% Pervious = 1,150,421 sf 1.64% Impervious = 19,190 sf

Doucette Forestry - PRP(Manual)

Type II 24-hr 25-YEAR Rainfall=6.42"

Prepared by Hewlett-Packard Company

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Page 2

Summary for Subcatchment 10S: Subcat 10

Runoff = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf, Depth> 3.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 25-YEAR Rainfall=6.42"

Area (sf)	CN	Description
152,086	96	Gravel surface, HSG A
1,218	96	Gravel surface, HSG C
160,837	96	Gravel surface, HSG D
19,190	98	Paved parking, HSG A
148,622	36	Woods, Fair, HSG A
706	73	Woods, Fair, HSG C
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19,190		1.64% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	40	0.2500	0.18		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.24"
6.7	400	0.0400	1.00		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
61.7	1,308	0.0050	0.35		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
72.1	1,748	Total			

Summary for Link 1L: AP1

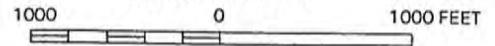
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 Inflow = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf
 Primary = 49.59 cfs @ 12.77 hrs, Volume= 349,617 cf, Atten= 0%, Lag= 0.0 min

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

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM
FLOOD INSURANCE RATE MAP**

**TOWN OF
BERWICK,
MAINE
YORK COUNTY**

PANEL 10 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)



PANEL LOCATION

COMMUNITY-PANEL NUMBER

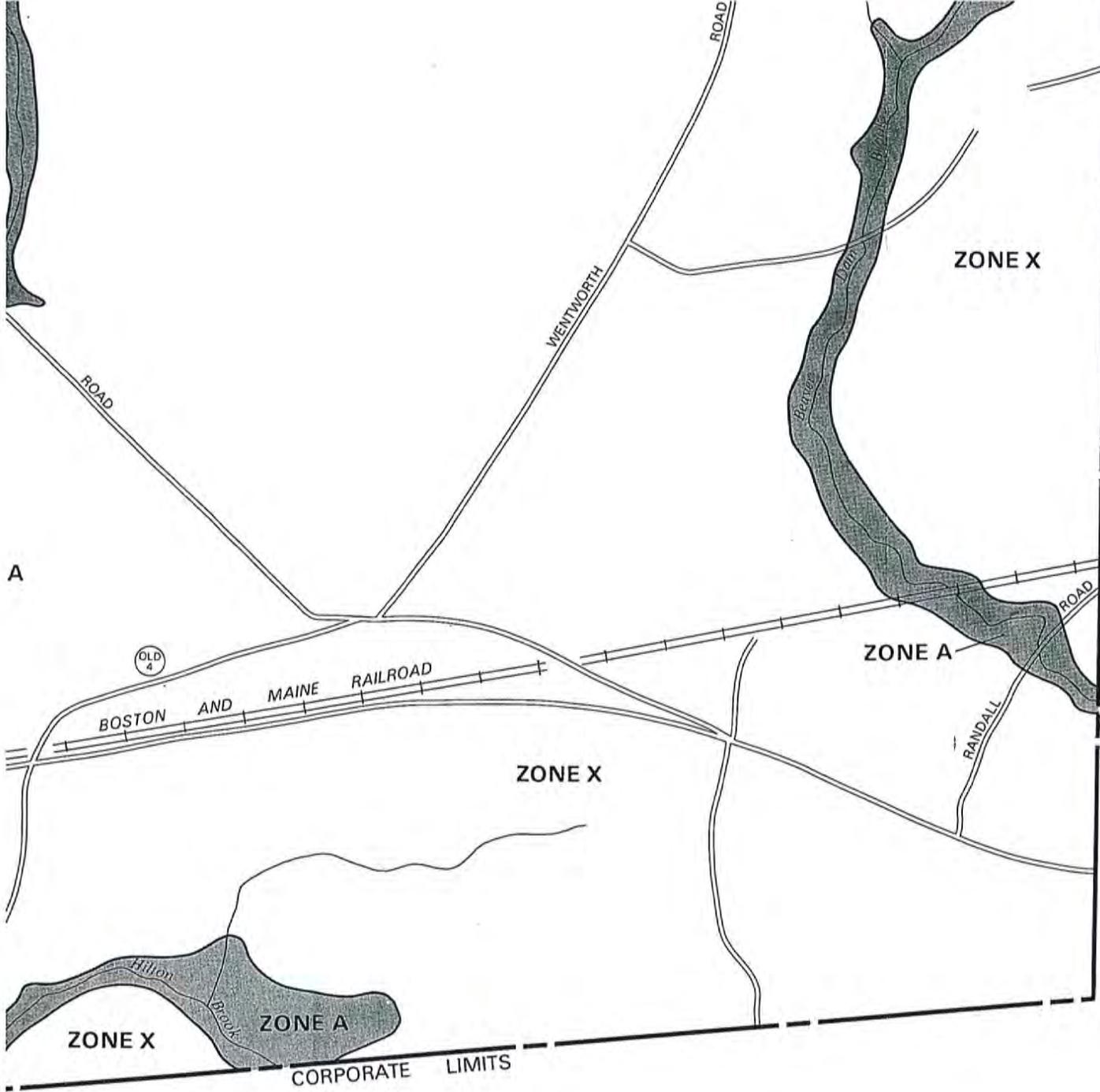
230144 0010 B

EFFECTIVE DATE:

AUGUST 5, 1991



Federal Emergency Management Agency



CORPORATE LIT

ZONE X

ZONE A

ZONE X

ZONE X

ZONE A

CORPORATE LIMITS

A

OLD 4

BOSTON AND MAINE RAILROAD

WENTWORTH ROAD

RANDALL ROAD

Hill Brook

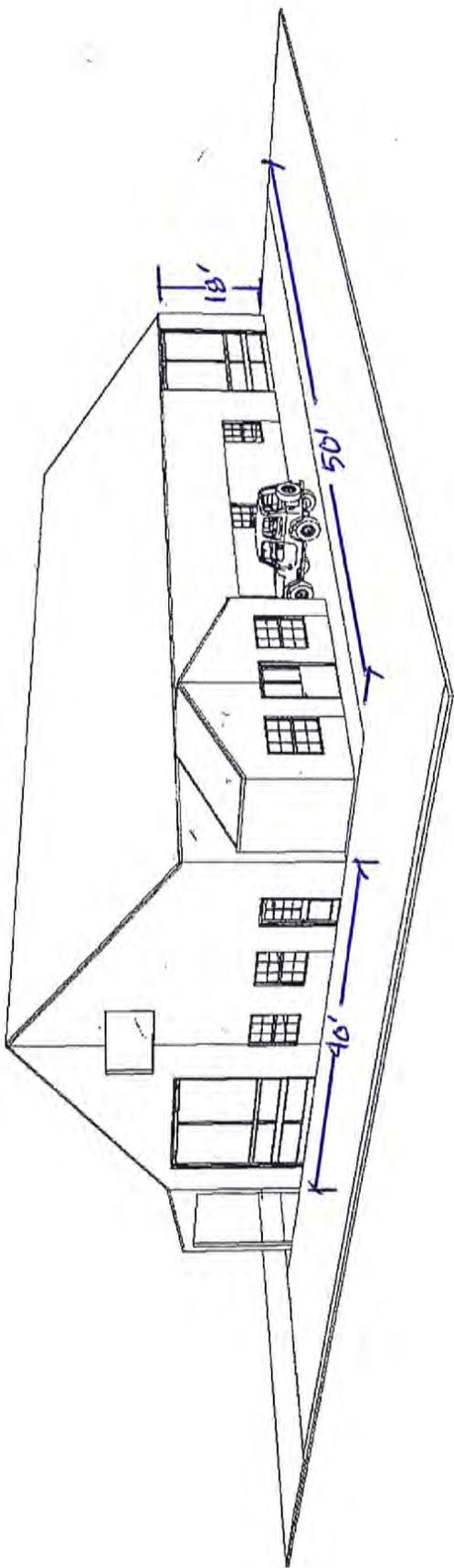
Hill Brook

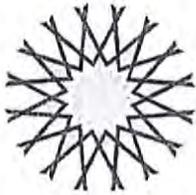
Brook

ROAD

ROAD

ROAD





ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Maine Department of Environmental Protection
Solid Waste Program
Ms. Vicky Bryant
17 State House Station
Augusta, Maine 0333-0017

July 2, 2019
Project No.: C033-19

**RE: Doucette Forestry Products
Permit By Rule Application
537 Portland Street, Berwick, Maine
Tax Map 72, Lot 7**

Dear Ms. Bryant:

On behalf of Doucette Forestry, I have enclosed the above referenced permit application.

The applicant is proposing a sawmill, a 5,000 SF building and exterior workspaces for wood processing and storage of processed materials on a 12.2 acre parcel at the above referenced address.

Wood products will be ground to less than 2" to minimize void areas which contribute to spontaneous combustion of the stored products. Additionally, there is a fire pond on site. The waste handling area will be constructed on the existing sand and gravel soils and an additional 6" of gravel will be installed in all work and storage areas.

The site supported a concrete batch plant in past years and the existing impervious area extends to the wetland edge; the proposed site plan revegetates this area to maintain a 75' setback.

Please contact me for any additional information required.

Thank you for your consideration.

Sincerely;

Brian Nielsen, E.I.T.

cc: Doucette Forestry

C033-19_MDEP_cover.doc

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid Waste Program, Attn: Vicky Bryant
17 State House Station
Augusta, Maine 04333-0017
Telephone: (207) 287-2651

FOR DEP USE ONLY

ATS ID: _____	Seq: _____	DEP ID: _____	Received by DEP: _____
Bureau: <u>S</u>	Type of Application: <u>WK</u>	Activity: <u>P</u>	Fees Paid: _____
Project Analyst: _____			Check No.: _____

**NOTIFICATION FOR PERMIT BY RULE FOR SELECTED NEW
BARK AND WOODCHIP PROCESSING FACILITIES**

Wood waste processing facilities that meet all of the standards of Chapter 409, Section 7 of the Solid Waste Management Regulations are eligible for a solid waste permit-by-rule. This completed notification form must be received by the Department at least 18 working days prior to development and operations of the processing facility.

PLEASE TYPE OR PRINT

Company Name: Doucette Forestry Products Telephone: _____
Applicant's Last Name: Doucette First Name: Travis
Contact Person: Travis Doucette Telephone: (207) 752-1151

Address Information

Applicant Name: Doucette Forestry Products Agent/Consultant Name: Low Chamberlain, PE, Attar Engineering Inc
Telephone: (207)752-1151 Telephone: (207)439-6023
Mailing Address: PO Box 141 Mailing Address: 1284 State Road
Street Address: _____ Street Address: same as mailing
Town: Berwick State: ME Zip: 03901 Town: Eliot State: ME Zip: 03903

Address: Billing

Name: same as applicant
Mailing Address: _____
Street Address: _____
Town: _____ State: _____ Zip: _____

Site/Activity Information

Project Description: Wood waste processing facility - Permit-by-Rule
Location: 537 Portland St, S. Berwick, ME 03908 Directions: US Route 4 heading North, just after Ron's Autobody

PLEASE SEE OTHER SIDE OF SHEET - SIGNATURE REQUIRED

SIGNATURE OF APPLICANT

By signing this notification, the applicant certifies that he or she has: (1) provided public notice in accordance with Chapter 400, section 3(B)(1)(c)(iii) to the chief municipal officer and chair of the municipal planning board of the municipality in which the project is located ; (2) filed a complete copy of this notification in the municipal office of the municipality in which the project is located; (3) reviewed the appropriate state laws that relate to the proposed project; and (4) the standards and requirements of Chapter 409, section 7 will be met throughout operation and closure of the facility.

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, the property owner or lessee, 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. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

DATE: 7/3/2019 NAME: 
(Applicant)

TITLE: AGENT
(If other than applicant, attach letter of agent authorization.)

INSTRUCTIONS

For assistance in filling out this notification, please contact the Division of Solid Waste Facilities Regulation, Bureau of Remediation and Waste Management.

Send this notification along with all attachments to: Maine Department of Environmental Protection, Bureau of Remediation and Waste Management, 17 State House Station, Augusta, Maine 04333-0017.

Keep a copy of this completed form for your files. This copy will be helpful in communications with the DEP staff if any questions arise during the review of a project.

PLEASE SEE ATTACHED FEE SCHEDULE TO DETERMINE THE NOTIFICATION FEE FOR A PERMIT-BY-RULE FACILITY

**PUBLIC NOTICE:
NOTICE OF INTENT TO FILE**

Please take notice that Travis Doucette/Doucette Forestry Products, P.O. Box 141, Berwick, Maine 03901, through his agent Attar Engineering, Inc., 1284 State Road, Eliot, ME 03903 (207-439-6023), is intending to file a "Notification for Permit By Rule For Selected New Bark And Woodchip Processing Facilities" with the Maine Department of Environmental Protection pursuant to the provisions of Chapter 409, Section 7 of the Solid Waste Management Regulations or about July 5, 2019.

The application is for the construction of a sawmill and associated work and processing areas on a 12.2 acres parcel located at 537 Portland Street (Route 4) in Berwick, Maine.

Public comments regarding this application must be received by the Department in writing, within 10 days of filing this PBR notification. Comments may be sent to the Maine Department of Environmental Protection, Solid Waste Program, 17 State House Station, Augusta, Maine 04333, ATTN: Vicky Bryant.

Doucette Forestry
Travis Doucette
P.O. Box 141
Berwick, ME 03901

6/19/19

Mr. Lee Jay Feldman, Town Planner
Town of Berwick
11 Sullivan Street
Berwick, ME 03901

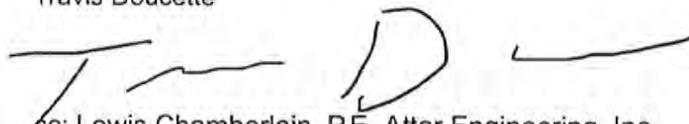
To Whom It May Concern:

Please be informed that Lewis Chamberlain, P.E. of Attar Engineering, Inc. will be acting as my agent for the applications for Doucette Forestry Recycling Facility, 537 Portland Street, Berwick, Maine.

Please contact me if I can provide any additional information.

Sincerely;

Travis Doucette

A handwritten signature in black ink, appearing to read 'Travis Doucette', with a large, stylized 'D' in the middle.

cc: Lewis Chamberlain, P.E. Attar Engineering, Inc.



ATTAR

ENGINEERING, INC

CIVIL STRUCTURAL MARINE

Ms. Alison Sirois
Maine Department of Environmental Protection
312 Canco Road
Portland, Maine 04103

July 2, 2019
Project No.: C033-19

**RE: Doucette Forestry Products
NRPA Permit By Rule Application
537 Portland Street, Berwick, Maine
Tax Map 72, Lot 7**

Dear Ms. Sirois:

On behalf of Doucette Forestry, I have enclosed the above referenced permit applications.

The applicant is proposing a sawmill, a 5,000 SF building with office and exterior workspace for wood processing on a 12.2 acre parcel at the above referenced address.

The NRPA PBR proposes an activity adjacent to a protected natural resource, a freshwater wetland containing at least 20,000 S.F. of emergent marsh vegetation; this wetland is partially the result of clearing by Central Maine Power Co. to maintain overhead utility lines and also the impoundment created by an adjacent railroad corridor.

The site supported a concrete batch plant in past years and the existing impervious area extends to the wetland edge; the proposed site plan revegetates this area to maintain a 75' setback.

Please contact me for any additional information required.

Thank you for your consideration.

Sincerely;

Brian Nielsen, E.I.T.

cc: Doucette Forestry

C033-19_MDEP_cover.doc

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM**
(For use with DEP Regulation, Natural Resources Protection Act- Permit by Rule Standards, Chapter 305)
PLEASE TYPE OR PRINT IN BLACK INK ONLY

APPLICANT INFORMATION (Owner)		AGENT INFORMATION (If Applying on Behalf of Owner)	
Name:	Travis Doucette	Name:	Brian Nielsen, E.I.T.
Mailing Address:	PO Box 141	Mailing Address:	1284 State Road
Town:	Berwick	Town:	Eliot
State and Zip Code:	ME 03901	State and Zip Code:	ME 03903
Daytime Phone #:	(207) 752 1151	Daytime Phone #:	(207) 439 6023
Email Address:	travisdoucette@gmail.com	Email Address:	brian@attarengineering.com

PROJECT INFORMATION							
Part of a larger project? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Project involves work below mean low water? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of waterbody:	
Project Town:	Berwick	Project Location (Address):	537 Portland St	Map & Lot Number:			72/7
Brief Project Description:	Sawmill with an exterior work area and a small office space.						
Brief Directions to Site:	US Route 4 heading North, just after Ron's Autobody.						

PERMIT BY RULE (PBR) SECTIONS (Check at least one): I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, have read and will comply with all of the standards in the Sections checked below.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input type="checkbox"/> Sec.(10) Stream Crossing | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (11) State Transportation Facil. | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Activities in/on/over significant vernal pool habitat |
| <input type="checkbox"/> Sec. (5) REPEALED | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities located in/on/over high or moderate value inland waterfowl & wading bird habitat or shorebird feeding & roosting areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (14) REPEALED | |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects | |
| <input type="checkbox"/> Sec. (9) Utility Crossing | | |

NOTE: Municipal permits *may* also be required. Contact your local code enforcement office for more information. Federal permits may be required for stream crossings and for projects involving wetland fill. Contact the Army Corps of Engineers at the Maine Project Office for more information.

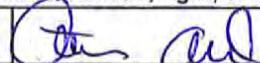
NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS

- Attach** all required submissions for the PBR Section(s) checked above. The required submissions for each PBR Section are outlined in Chapter 305 and may differ depending on the Section you are submitting under.
- Attach** a check for the correct fee made payable to: "Treasurer, State of Maine". The current fee for NRPA PBR Notifications can be found at the Department's website: <http://www.maine.gov/dep/feesched.pdf>
- Attach** a location map that clearly identifies the site (U.S.G.S. topo map, Maine Atlas & Gazetteer, or similar).
- Attach Proof of Legal Name** if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>) Individuals and municipalities are not required to provide any proof of identity.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules.

I also understand that this PBR becomes effective 14 calendar days after receipt by the Department *unless the Department approves or denies the PBR prior to that date.*

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:		Date:	7/7/2019
----------------------------------	---	-------	----------

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207)287-7688

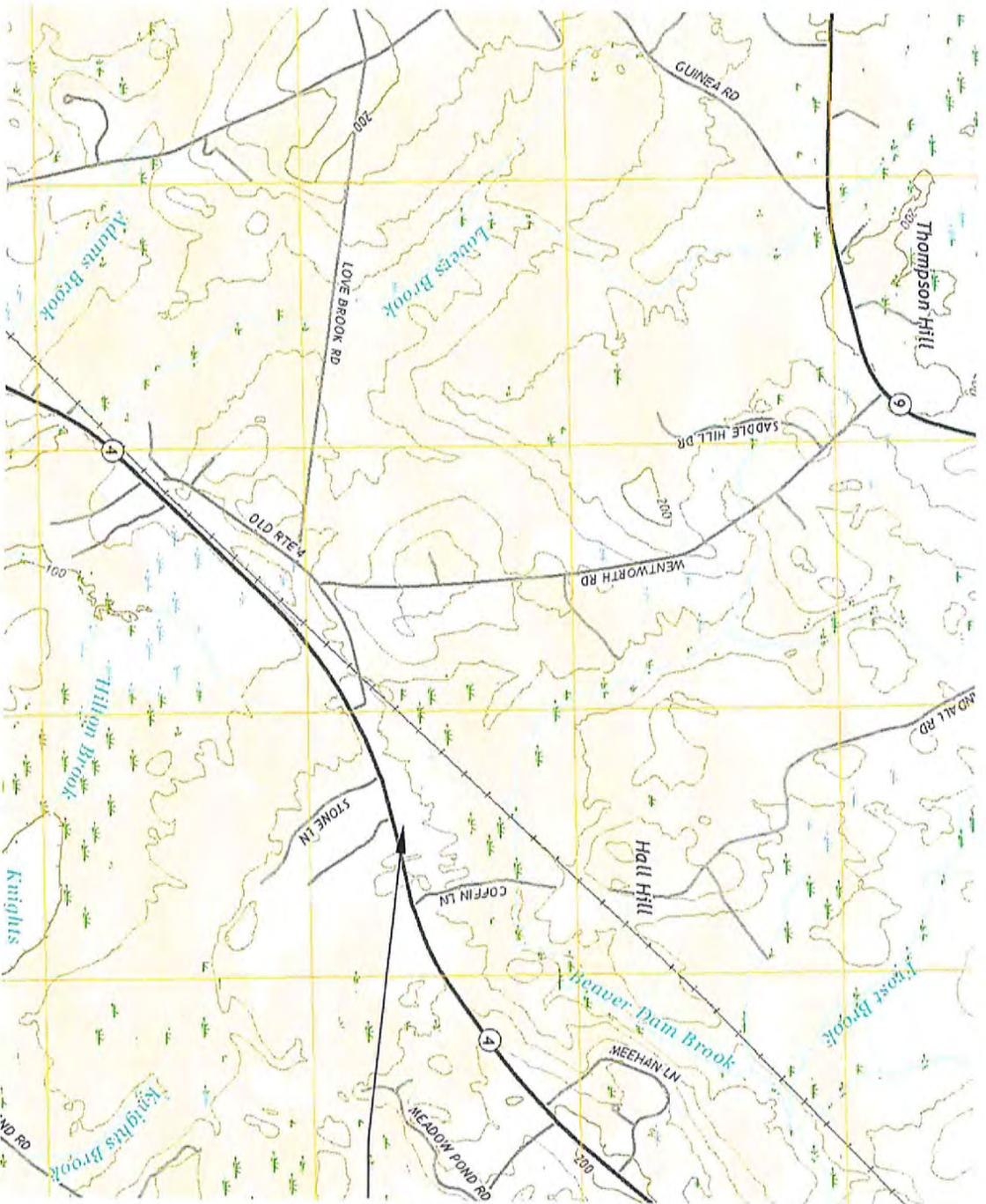
PORTLAND DEP
312 CANCO ROAD
PORTLAND, ME 04103
(207)822-6300

BANGOR DEP
106 HOGAN ROAD
BANGOR, ME 04401
(207)941-4570

PRESQUE ISLE DEP
1235 CENTRAL DRIVE
PRESQUE ISLE, ME 04769
(207)764-0477

OFFICE USE ONLY		Ck.#	Date	Staff	Staff	
PBR #	FP			Acc. Date	Def. Date	After Photos

Route 4 Berwick, ME



SITE LOCATION

LOCATION MAP

SCALE: 1" = 2,000'

PHOTOGRAPHS – DOUCETTE FORESTRY PRODUCTS – BERWICK MAINE

TAKEN: JUNE 28, 2019, BRIAN NIELSEN, EIT.



LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD



LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD

PHOTOGRAPHS – DOUCETTE FORESTRY PRODUCTS – BERWICK MAINE

TAKEN: JUNE 28, 2019, BRIAN NIELSEN, EIT.



LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD



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PHOTOGRAPHS – DOUCETTE FORESTRY PRODUCTS – BERWICK MAINE

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LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD

PHOTOGRAPHS – DOUCETTE FORESTRY PRODUCTS – BERWICK MAINE

TAKEN: JUNE 28, 2019, BRIAN NIELSEN, EIT.



LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD

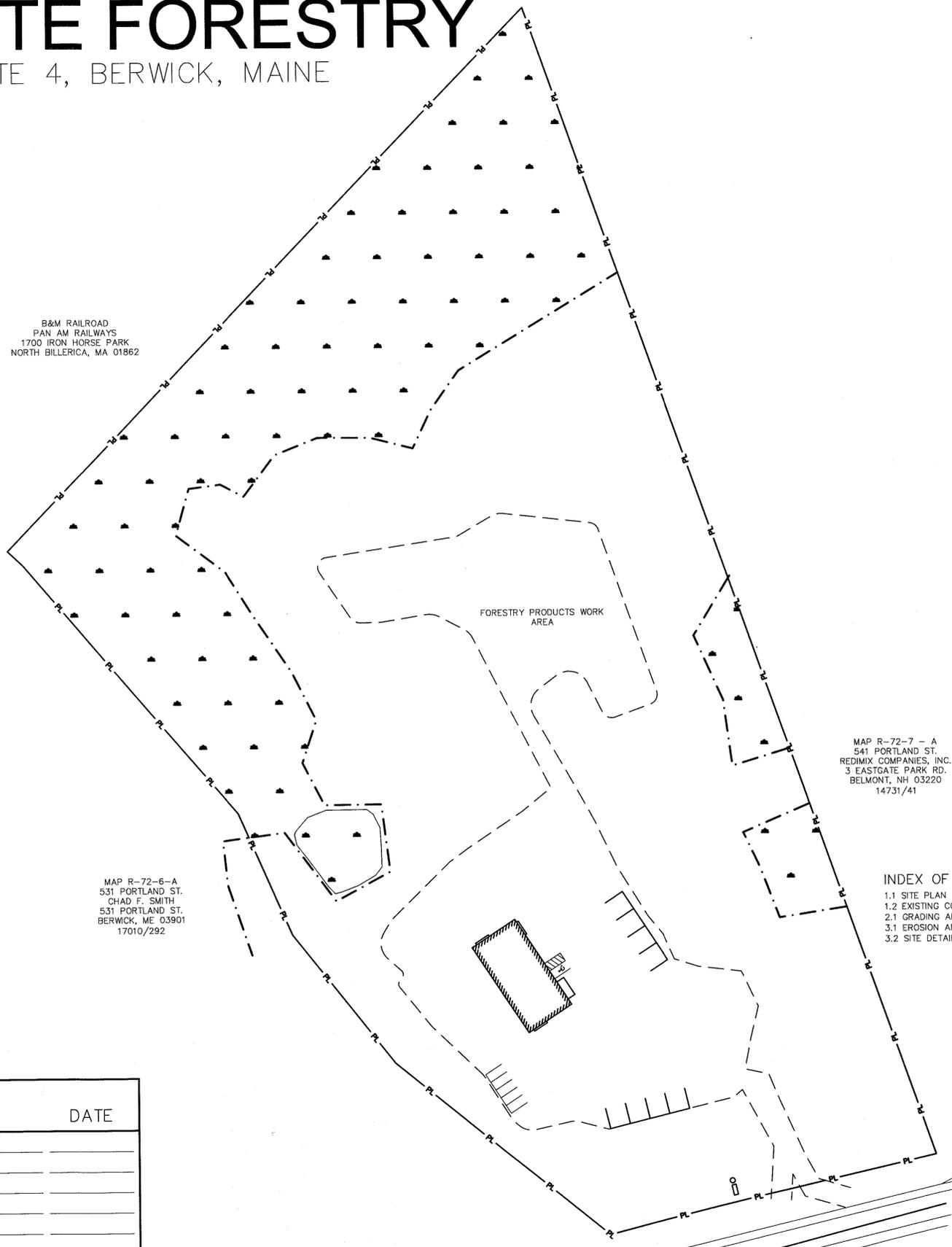


LOOKING AT WETLANDS ADJACENT TO CMP AND RAILROAD

DOUCETTE FORESTRY

U.S. ROUTE 4, BERWICK, MAINE

B&M RAILROAD
PAN AM RAILWAYS
1700 IRON HORSE PARK
NORTH BILLERICA, MA 01862



MAP R-72-6-A
531 PORTLAND ST.
CHAD F. SMITH
531 PORTLAND ST.
BERWICK, ME 03901
17010/292

MAP R-72-7 - A
541 PORTLAND ST.
REDIMIX COMPANIES, INC.
3 EASTGATE PARK RD.
BELMONT, NH 03220
14731/41

INDEX OF SHEETS

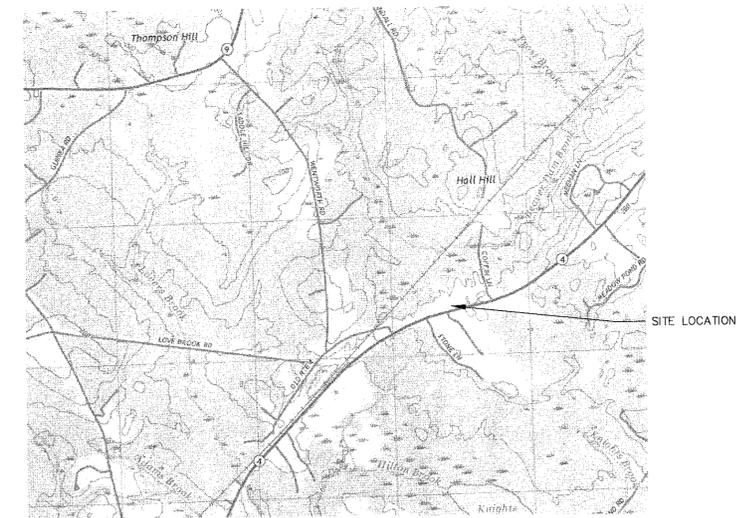
- 1.1 SITE PLAN
- 1.2 EXISTING CONDITIONS PLAN
- 2.1 GRADING AND UTILITY PLAN
- 3.1 EROSION AND SEDIMENTATION
- 3.2 SITE DETAILS

REV - -/-/-
REV - -/-/-
REV - -/-/-
REV - -/-/-
REV - -/-/-

TOWN OF BERWICK PLANNING BOARD	DATE

MAP R-72-12-1
21 INDUSTRY DR.
MICK CONSTRUCTION CORP.
PO BOX 160
ROLLINSFORD, NH 03869
6627/40

MAP R-72-12-2
INDUSTRY DR.
DAVID P. MICK RENTALS, LLC
191 KNIGHTS POND RD.
SOUTH BERWICK, ME 03908
1762 1/98



LOCATION MAP
SCALE: 1" = 2,000'

GENERAL NOTES

- 1) THIS PLAN PROVIDES DETAILS FOR A SAW-MILL AND ATTACHED OFFICE SPACE AT 537 PORTLAND AVENUE IN BERWICK, ME (TAX MAP R-72 LOT 7). SITE IS TO BE USED FOR THE CREATION OF FORESTRY PRODUCTS INCLUDING BUT NOT LIMITED TO LOGS, STUMPS, WOOD CHIPS, LOAM ETC.
- 2) THIS PROJECT IS IN THE RURAL COMMERCIAL/INDUSTRIAL (RC/I) DISTRICT AND AQUIFER PROTECTION DISTRICT.
- 3) HOURS OF OPERATION ARE 6:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY.
- 4) RC/I DISTRICT WITH AP (AQUIFER PROTECTION) OVERLAY

MINIMUM LAND AREA	120,000 SF.
MINIMUM STREET FRONTAGE	300 FT
MINIMUM LOT WIDTH	300 FT
MINIMUM FRONT YARD SETBACK	75 FT
MINIMUM REAR YARD SETBACK	50 FT
MINIMUM SIDE YARD SETBACK	50 FT
MAXIMUM IMPERVIOUS COVERAGE	20% (AP OVERLAY) 80% (RC/I)
MAXIMUM BUILDING HEIGHT	35
- 5) TOTAL LOT AREA: 533,783 (12.25 AC).
- 6) TOTAL LOT COVERAGE PROPOSED IS 114,731 SF (2.63 AC.), 23% OF TOTAL LOT AREA.
- 7) TOTAL LOT COVERAGE PROPOSED IN THE AQUIFER PROTECTION (AP) DISTRICT IS 101,792 SF (2.33 AC.), 19.5% OF TOTAL LOT AREA. EXISTING LOT COVERAGE IN THE AP DISTRICT IS 117,248 SF (2.69 AC.). THIS RESULTS IN A NET REDUCTION OF 0.36 ACRES OF COVERAGE IN THE AP DISTRICT.
- 8) PROPOSED BUILDING IS A 50' X 100' (5,000 SF.) STEEL BUILDING. THE BUILDING AREA WILL USE 0.9% OF THE LOT. THE BUILDING WILL BE BUILT UPON AN EXISTING IMPERVIOUS SURFACE.
- 9) STORAGE BINS TOTALING 3,200 SF. WILL BE PLACED AS SHOWN ON THE SITE PLAN.
- 10) THE TOTAL WASTE HANDLING AREA MAY NOT EXCEED THREE (3) ACRES AND ON-SITE STORAGE AREAS MAY NOT EXCEED ONE (1) ACRE. INDIVIDUAL STORAGE PILES MAY NOT EXCEED 10,000 SQUARE FEET.
- 11) TOTAL NUMBER OF PROPOSED PARKING SPACES IS 5. 1 PARKING SPACE PER EMPLOYEE ON MAXIMUM WORKING SHIFT. BUSINESS TO HAVE 5 TOTAL EMPLOYEES ON MAXIMUM WORKING SHIFT.
- 12) PROPERTY LINE AND EXISTING BUILDING LOCATIONS FROM REFERENCE 1. EXISTING TOPOGRAPHY WAS OBTAINED FROM THE MAINE OFFICE OF GIS LIDAR DATA. CONTOUR INTERVAL IS TWO FEET.
- 13) WATER SERVICE SHALL BE PROVIDED BY AN INDIVIDUAL, PRIVATE, DRILLED WELL TO BE PLACED ON THE SUBJECT LOT. SEWER SERVICE SHALL BE PROVIDED BY AN EXISTING, PRIVATE, ON-SITE, SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS).
- 14) THE CONTRACTOR MUST CONTACT DIG SAFE AND ALL LOCAL UTILITIES PRIOR TO THE START OF CONSTRUCTION TO VERIFY THE LOCATION OF EXISTING SUBSURFACE UTILITIES AND CONDITIONS. LOCATING AND PROTECTING ANY UNDERGROUND OR ABOVE GROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. EXISTING SUBSURFACE UTILITIES DEPICTED ON THE PLANS ARE IN APPROXIMATE LOCATIONS AND ADDITIONAL EXISTING SUBSURFACE UTILITIES NOT SHOWN ON THE PLANS MAY EXIST.
- 15) PROPOSED UNDERGROUND UTILITIES ARE APPROXIMATELY LOCATED. CENTRAL MAINE POWER (CMP) WILL PREPARE THE ELECTRICAL PLAN FOR CONSTRUCTION. COORDINATION WITH CMP IS REQUIRED PRIOR TO CONSTRUCTION. ALL UTILITY CONSTRUCTION SHALL MEET CMP STANDARDS.
- 16) SIGNS SHALL MEET THE REQUIREMENTS OF SECTION 7.12 OF THE TOWN OF BERWICK LAND USE ORDINANCE, AS APPLICABLE.
- 17) ALL EXTERIOR LIGHTING SHALL BE HOODED OR SHIELDED AND HAVE AN INTENSITY THAT MINIMIZES SPILLAGE OF LIGHT ONTO ADJUTING PROPERTIES AND RIGHTS OF WAY AND MEETS THE REQUIREMENTS OF SECTION 7.4 OF THE TOWN OF BERWICK LAND USE ORDINANCE, AS APPLICABLE.
- 18) SITE OPERATIONS SHALL COMPLY WITH SECTION 7.6 OF THE TOWN OF BERWICK LAND USE ORDINANCE (NOISE), AS APPLICABLE.
- 19) WETLANDS DEPICTED ON THIS PLAN WERE TAKEN FROM REFERENCE 1.
- 20) SOLID WASTE TO BE REMOVED BY CONTRACTED SERVICE.
- 21) FIRE FIGHTING WATER IS AVAILABLE FROM THE ON-SITE POND.

REFERENCES

- 1) RETRACEMENT SURVEY PROPERTY OF AGGREGATE INDUSTRIES, TAX MAP R-72-7, 537 PORTLAND ST. BERWICK, ME 03901. BY AMSDEN FIELD SURVEY, 799 MAIN ST. ELIOT, ME 03903. 6/15/19



1.0	COVER SHEET DOUCETTE FORESTRY 537 PORTLAND STREET (ROUTE 4) BERWICK, ME	
	FOR: DOUCETTE FORESTRY P.O. BOX 141 BERWICK, ME 03901	
	ATTAR ENGINEERING, INC. CIVIL • STRUCTURAL • MARINE 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128	
	SCALE: 1" = 60'	APPROVED BY: <i>[Signature]</i> DATE: 07/03/2019
JOB NO: C033-19		FILE: DOUCETTE FORESTRY BASE
		SHEET 1.0

NO.	DESCRIPTION	DATE

N19°16'12"W
1.06'

S19°16'12"E
1188.58'

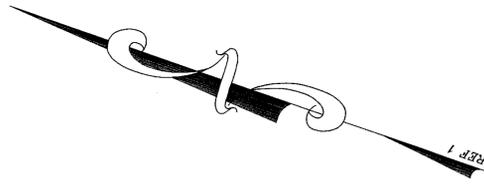
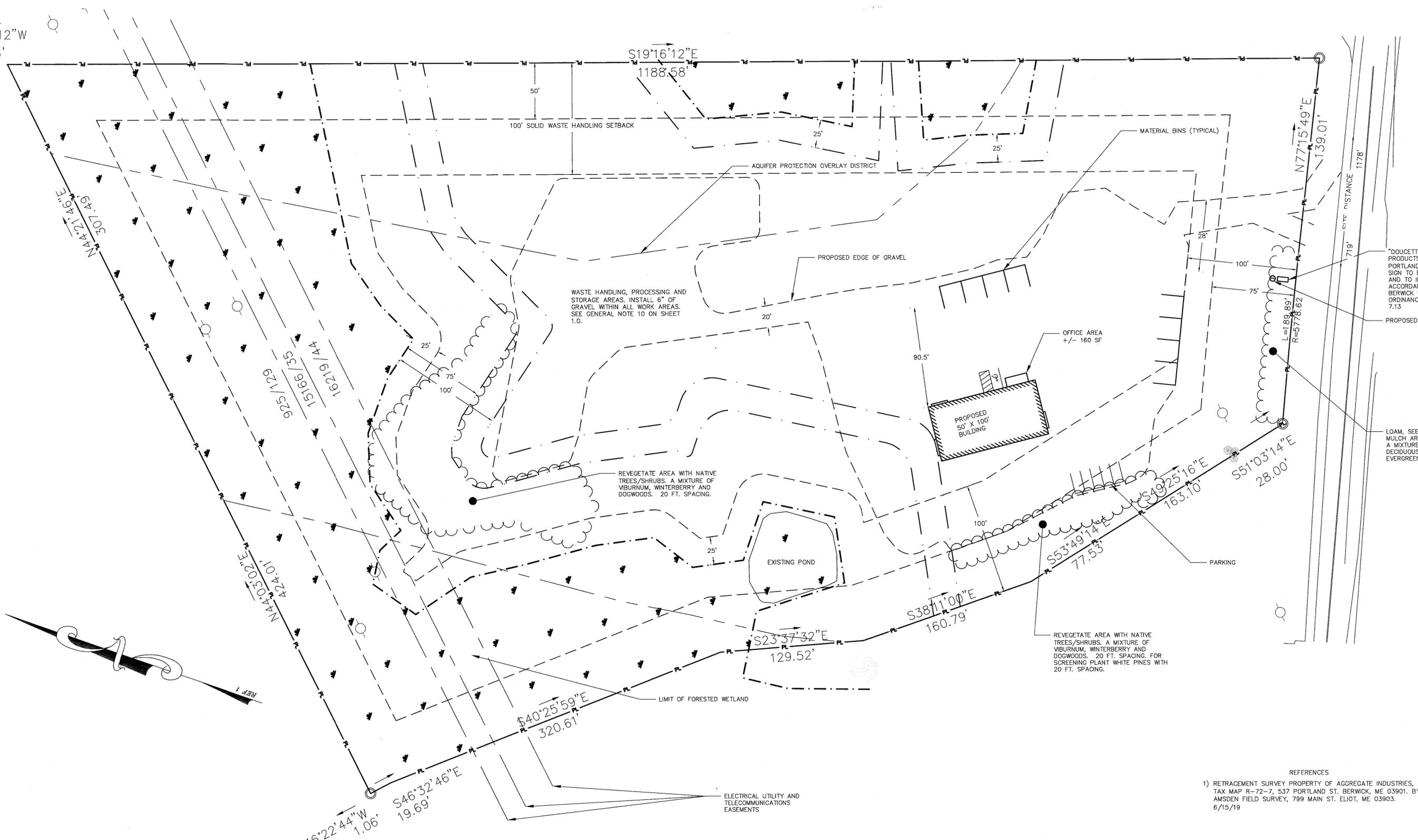
N77°15'49"E
139.01'

719'
SITE DISTANCE
1178'

"DOUCETTE FORESTRY PRODUCTS 537 PORTLAND STREET" SIGN TO BE 88 SF. AND TO IN ACCORDANCE WITH BERWICK LAND USE ORDINANCE SECTION 7.13

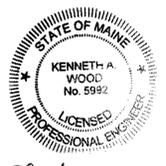
LOAM, SEED AND MULCH AREA. PLANT A MIXTURE OF DECIDUOUS AND EVERGREEN SHRUBS.

REFERENCES
1) RETRACEMENT SURVEY PROPERTY OF AGGREGATE INDUSTRIES, TAX MAP R-72-7, 537 PORTLAND ST. BERWICK, ME 03901. BY AMSDEN FIELD SURVEY, 799 MAIN ST. ELIOT, ME 03903. 6/15/19



LEGEND	
PROPERTY LINE	— PL —
SETBACK	- - - - -
EXT. ABUTTER LINE	- - - - -
DEMO. UTILITY EASEMENT	- - - - -
EXT. UTILITY EASEMENT	- - - - -

NO.	DESCRIPTION	DATE

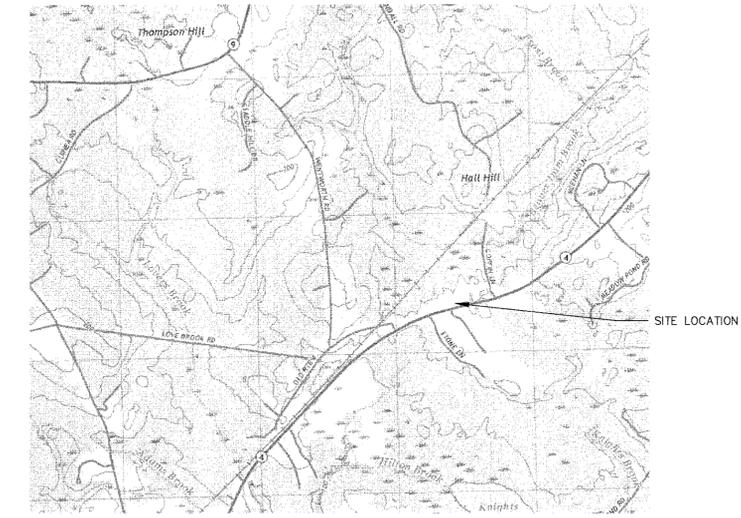


1.1 SITE PLAN
DOUCETTE FORESTRY
537 PORTLAND STREET (ROUTE 4)
BERWICK, ME

FOR: DOUCETTE FORESTRY
P.O. BOX 141
BERWICK, ME 03901

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

SCALE: 1" = 40'
DATE: 07/03/2019
JOB NO: CO33-19
FILE: DOUCETTE FORESTRY BASE
APPROVED BY: *[Signature]*
DRAWN BY: BRN
REVISION: DATE
SHEET 1.1



LOCATION MAP
SCALE: 1" = 2,000'

LEGEND	
PROPERTY LINE	PL
SETBACK	---
EXT. ABUTTER LINE	---
EXT. PAVEMENT	---
PRP. PAVEMENT	---
PRP. GRAVEL	---
EXT. STREAM LIMITS
PROTECTION DISTRICT	---
UTILITY EASEMENT	---
EXT. POWER POLE	⊕
EXT. OVERHEAD ELEC	OHU
PRP. POWER POLE	⊕
PRP. OVERHEAD ELEC	---
PRP. CATCH BASIN	⊙
PRP. DRAINAGE MAN HOLE	⊙
PRP. STORM LINE	---
EXT. SEWER LINE	S
PRP. SEWER LINE	---
PRP. SEWER SERVICE	---
EXT. WATER LINE	W
PRP. WATER LINE	---
PRP. WATER HYDRANT	⊕
PRP. WATER SERVICE	---
SEASONAL WATER	SW
PRP. SILTATION FENCE	---
EXT. MAJOR CONTOUR	---X---
EXT. MINOR CONTOUR	---XXX---
PRP. MAJOR CONTOUR	---
PRP. MINOR CONTOUR	---
EXT. BUILDING	▨
PRP. BUILDING	▨



2.1 GRADING AND UTILITY PLAN
DOUCETTE FORESTRY
537 PORTLAND STREET (ROUTE 4)
BERWICK, ME

NO.	DESCRIPTION	DATE



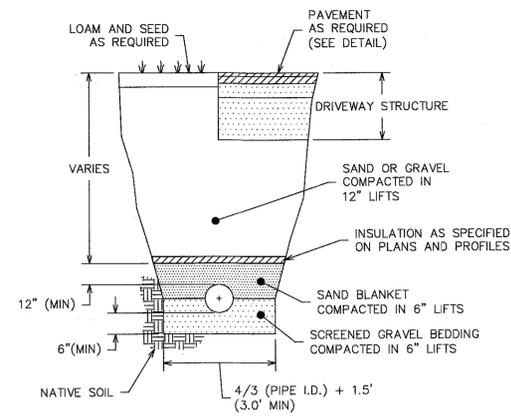
FOR: DOUCETTE FORESTRY
P.O. BOX 141
BERWICK, ME 03901

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

SCALE: 1" = 40'
DATE: 07/03/2019

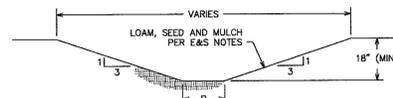
APPROVED BY: *[Signature]*
DRAWN BY: BRN
REVISION: -

JOB NO: C033-19 FILE: DOUCETTE FORESTRY BASE SHEET 2.1



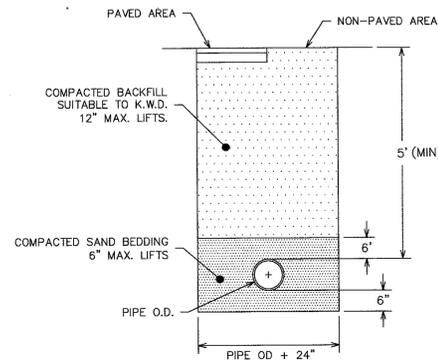
SEWER PIPE TRENCH DETAIL
SCALE: NTS

TRENCH TO BE SUPPORTED BY SLOPING BACK AT 2:1 OR OTHER ACCEPTABLE METHOD.

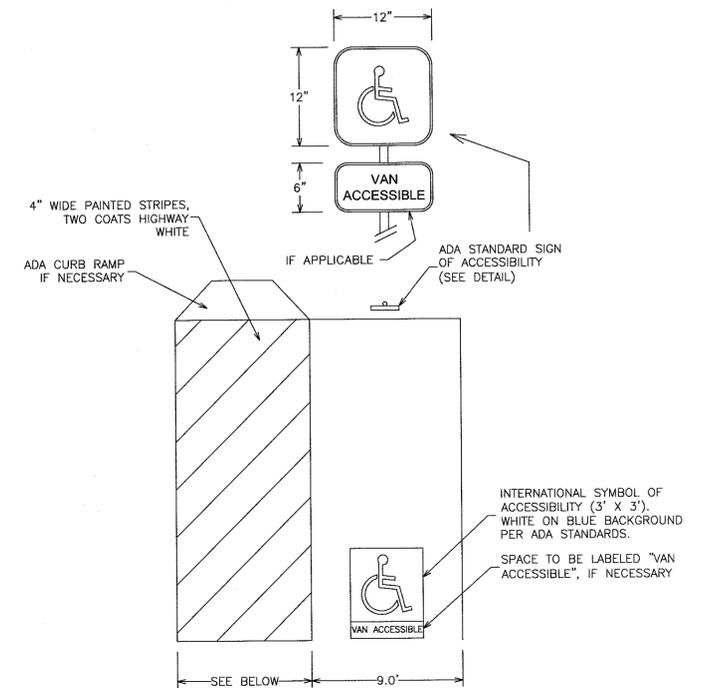


VEGETATED SWALE DETAIL
NTS

B (BOTTOM WIDTH) SHALL BE 2' FOR TYPE 1 SWALES AND 5' FOR TYPE 2 SWALES.

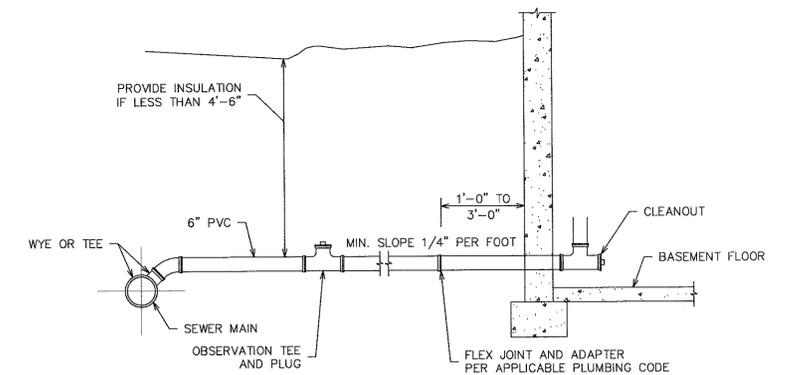


WATER LINE TRENCH DETAIL
(NTS)



ACCESSIBLE PARKING SPACE DETAIL

aisle shall be 5' wide for automobiles or 8' wide for vans (NTS)



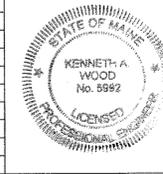
TYPICAL SERVICE CONNECTION AND LATERAL DETAIL
SCALE: NTS

NOTE: SEWER MAY BE LOCATED BENEATH BASEMENT FLOOR

3.2

SITE DETAILS
DOUCETTE FORESTRY
537 PORTLAND STREET (ROUTE 4)
BERWICK, ME

FOR: DOUCETTE FORESTRY
P.O. BOX 141
BERWICK, ME 03901



ATTAR ENGINEERING, INC.

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

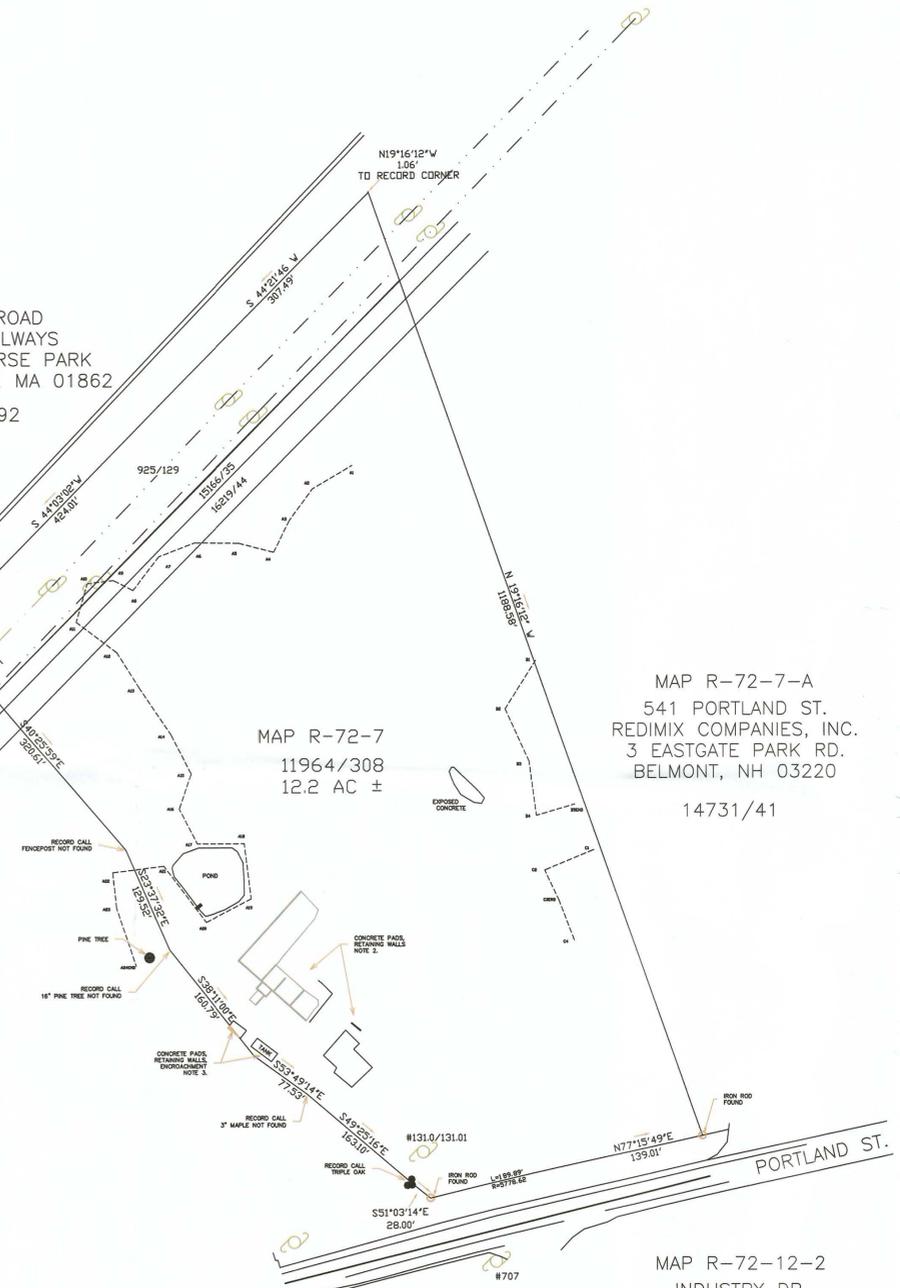
SCALE: AS NOTED	APPROVED BY: <i>[Signature]</i>	DRAWN BY: BRN
DATE: 07/03/2019		REVISION: DATE
JOB NO: C033-19	FILE: DOUCETTE FORESTRY BASE	SHEET 3.2

NO.	DESCRIPTION	DATE



B&M RAILROAD
PAN AM RAILWAYS
1700 IRON HORSE PARK
NORTH BILLERICA, MA 01862
17010/292

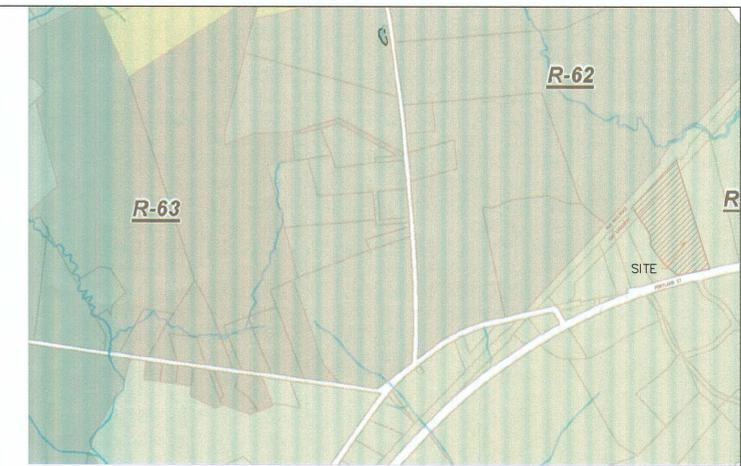
MAP R-72-6-A
531 PORTLAND ST.
CHAD F. SMITH
531 PORTLAND ST.
BERWICK, ME 03901
17010/292



MAP R-72-12-1
21 INDUSTRY DR.
MICK CONSTRUCTION CORP.
PO BOX 160
ROLLINSFORD, NH 03869
6627/40

MAP R-72-7-A
541 PORTLAND ST.
REDIMIX COMPANIES, INC.
3 EASTGATE PARK RD.
BELMONT, NH 03220
14731/41

MAP R-72-12-2
INDUSTRY DR.
DAVID P. MICK RENTALS, LLC
191 KNIGHTS POND RD.
SOUTH BERWICK, ME 03908
17621/98



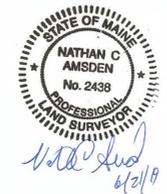
LOCATION MAP

PLAN REFERENCES

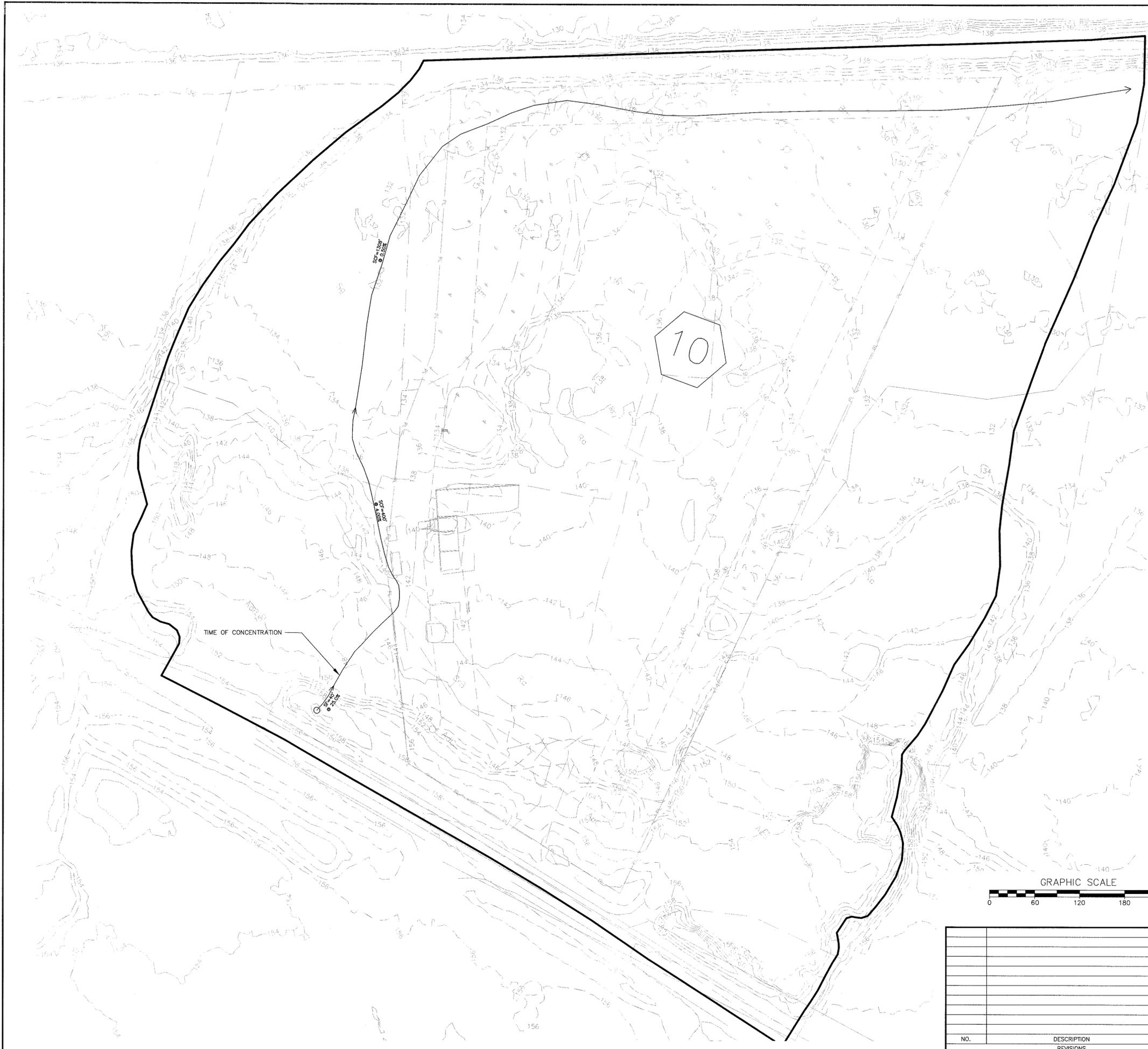
1. "RIGHT OF WAY AND TRACK MAP BOSTON AND MAINE R.R." SHEET V-2ME.73 STA 3905+80 TO STA 3958+60, REVISED APRIL 1951.
2. "MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE HIGHWAY "4"" FEDERAL AID PROJECT NO. F-04-1(1), S.H.C. FILE NO. 16-167, RECORDED AT YCRD PLAN BK 52 P 23.
3. SITE PLAN CONCRETE PROCESSING PLANT FOR DAVID TURCOTTE" BY CIVIL CONSULTANTS, DATED 4/28/88.

NOTES

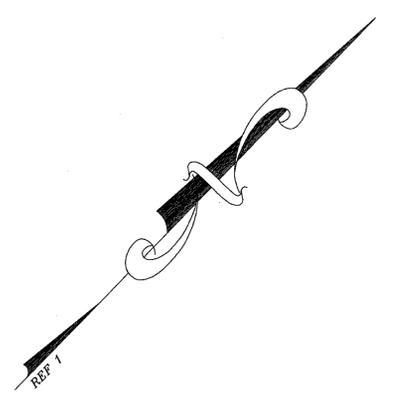
1. THE DEED TO THIS PROPERTY HAS BEEN HELD FOR ITS ACCURATE GEOMETRY, THOUGH THE RECORD CALLS ARE EITHER MOSTLY MISSING OR VERY INACCURATE.
2. VISIBLE STRUCTURES HAVE BEEN MAPPED, INCLUDING RETAINING WALLS, ELEVATED STRUCTURES, AND CONCRETE PADS. ADDITIONAL STRUCTURES MAY EXIST UNDER CURRENT OVERGROWTH AND GRAVEL.
3. CONCRETE PAD AND HOLDING TANK, WITH PART OF PAD ENCRANCHING OVER THE PROPERTY LINE.
4. THE RECONSTRUCTION OF THE RAILROAD RIGHT-OF-WAY DIFFERS FROM THE DEED CALLS. THE CURRENT RECONSTRUCTION HAS BEEN HELD ON THIS PLAN.
5. THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS:
BK 925 P 129
BK 15166 P 35
BK 16219 P 44, OVERLAPPING
BK 4819 P 56



RETRACEMENT SURVEY PROPERTY OF AGGREGATE INDUSTRIES TAX MAP R-72-7 537 PORTLAND ST. BERWICK, ME 03901	
DEED REFERENCE YCRD 11984/308 12.2 AC ±	
SURVEY PERFORMED MARCH 2019 WITH A TOPCON DS AND ZENITH PRO GPS. WETLANDS DELINEATION PERFORMED BY ATTAR ENGINEERING. ENCROACHMENTS OBSERVED AS NOTED. VARIATIONS WITH REGARD TO THE REFERENCE DEED AS NOTED. THE OWNER OF R-72-6-A DOES NOT DISPUTE THE FINDINGS PRESENTED.	
BY NATHAN C. AMSDEN 799 MAIN ST. ELIOT, ME 03903 207-451-0444	
SCALE 1"=100'	DATE 6/15/19



1
AP 1



SOILS LEGEND

SYMBOL	SOIL SERIES NAME	HSG	SLOPES
AdB	ADAMS SANDY LOAM	A	0-8%
AdC	ADAMS SANDY LOAM	A	8-15%
Bm	BIDDEFORD MUCKY PEAT	D	0-3%
CoC	COLTON GRAVELLY LOAMY COARSE SAND	A	8-15%
CrB	CROGHAN SANDY LOAM	A	3-8%
No	NAUMBURG SAND	A/D	N/A
Ra	RAYNHAM SILT LOAM	A/D	N/A
Sc	SCANTIC SILT LOAM	D	0-3%
Sg	SEBAGO PEAT	A/D	N/A

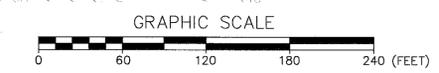
FLOW TYPES

SF	SHEET FLOW
SCF	SHALLOW CONCENTRATED FLOW
CF	CHANNEL FLOW

NOTE: SOILS INFORMATION IS TAKEN FROM CUSTOM SOIL RESOURCE REPORT FOR YORK COUNTY, MAINE, MEDIUM INTENSITY, INFORMATION GATHERED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS). SURVEY AREA DATA IS VERSION 17, DATED 09/11/18.

- SUBCATCHMENT
- REACH
- DETENTION POND
- ANALYSIS POINT

LEGEND	
SOIL TYPE BOUNDARY	---
EXT. SUBCATCHMENT	---
EXT. Tc FLOW LINE	→
EXT. Tc GRADE CALC	SF=XXX ● XXX
EXT. PAVEMENT	---
EXT. GRAVEL	---
EXT. FOREST WTLD BNDY	WETLAND
EXT. FORESTED WETLAND	WETLAND
EXT. WETLAND BUFFER	WETLAND
EXT. MAJOR CONTOUR	---XXX---
EXT. MINOR CONTOUR	---XXX---

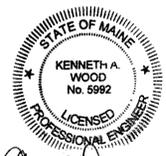


7.1

STORMWATER: EXISTING CONDITIONS
DOUCETTE FORESTRY
537 PORTLAND STREET(ROUTE 4)
BERWICK, ME

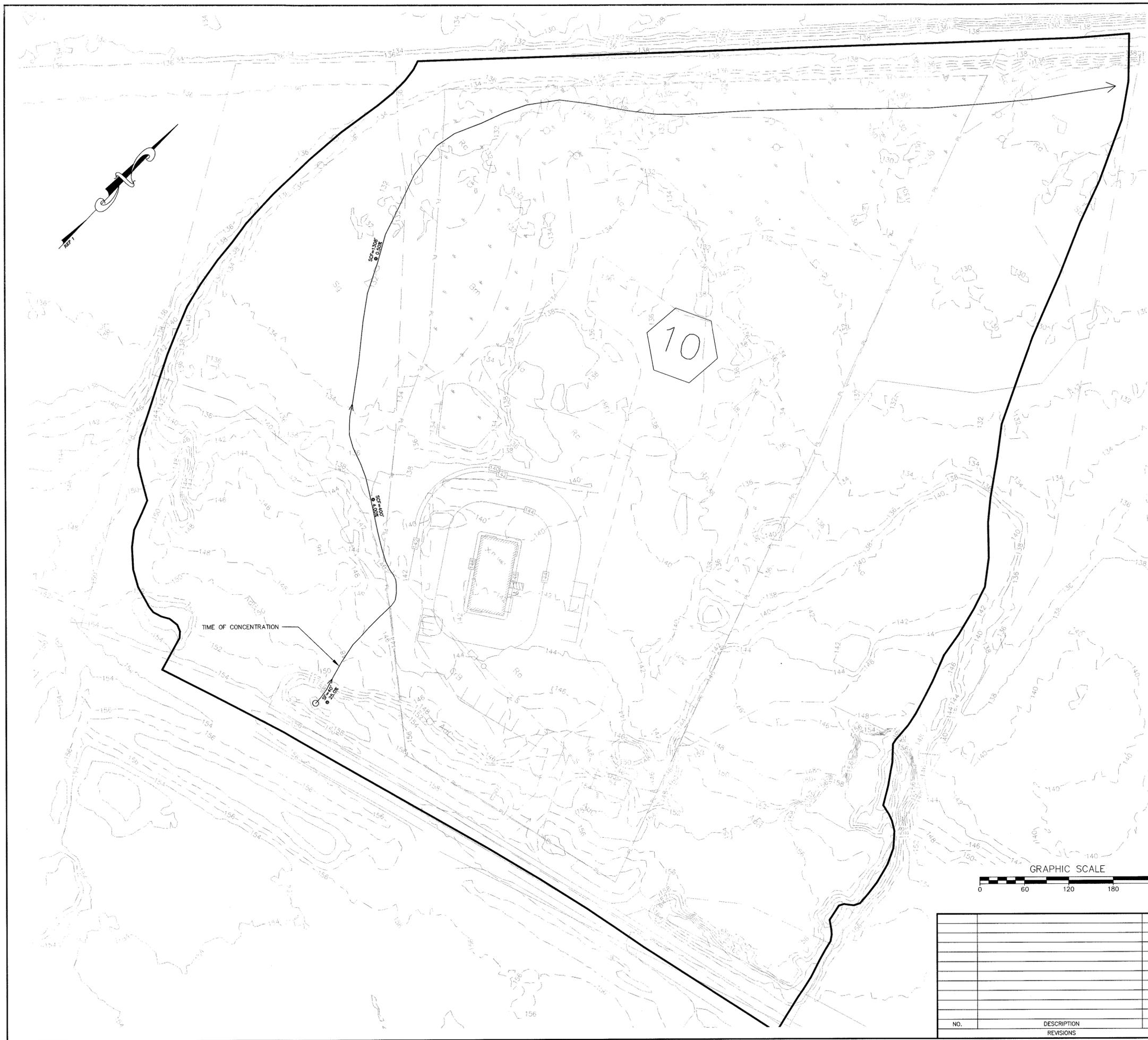
FOR: DOUCETTE FORESTRY
P.O. BOX 141
BERWICK, ME 03901

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



SCALE: 1" = 60'	APPROVED BY: <i>[Signature]</i>	DRAWN BY: BRN
DATE: 07/03/2019	REVISION: DATE	

NO.	DESCRIPTION	DATE



1
AP 1

TABLE 1 - QUANTITY CALCULATIONS STORM EVENT (inches per 24 hour storm)

		2 (3.24)	10 (6.20)	25 (6.42)
EXISTING	AP 1	15.61	35.99	49.59
DEVELOPED	AP 1	15.61	35.99	49.59
CHANGE	AP 1	0.00	0.00	0.00
TOTAL	AP 1	0.00	0.00	0.00

SOILS LEGEND

SYMBOL	SOIL SERIES NAME	HSG	SLOPES
AdB	ADAMS SANDY LOAM	A	0-8%
AdC	ADAMS SANDY LOAM	A	8-15%
Bm	BIDDEFORD MUCKY PEAT	D	0-3%
CoC	COLTON GRAVELLY LOAMY COARSE SAND	A	8-15%
CrB	CROGHAN SANDY LOAM	A	3-8%
Na	NAUMBURG SAND	A/D	N/A
Ra	RAYNHAM SILT LOAM	A/D	N/A
Sc	SCANTIC SILT LOAM	D	0-3%
Sg	SEBAGO PEAT	A/D	N/A

FLOW TYPES

- SF SHEET FLOW
- SCF SHALLOW CONCENTRATED FLOW
- CF CHANNEL FLOW

NOTE: SOILS INFORMATION IS TAKEN FROM CUSTOM SOIL RESOURCE REPORT FOR YORK COUNTY, MAINE, MEDIUM INTENSITY, INFORMATION GATHERED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE (NRCS). SURVEY AREA DATA IS VERSION 17, DATED 09/11/18.

- 1S SUBCATCHMENT
- 1R REACH
- 1P DETENTION POND
- AP1 ANALYSIS POINT

LEGEND

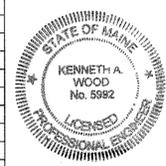
PRP. SILTATION FENCE	---
SOIL TYPE BOUNDARY	---
PRP. SUBCATCHMENT	---
PRP. Tc FLOW LINE	→
PRP. Tc GRADE CALC	SF=XXX ● X.XXX
EXT. PAVEMENT	---
EXT. GRAVEL	---
PRP. GRAVEL	---
EXT. FOREST WILD BNDY	---
EXT. FORESTED WETLAND	---
EXT. WETLAND BUFFER	---
EXT. MAJOR CONTOUR	---XXX---
EXT. MINOR CONTOUR	---XXX---



7.2

STORMWATER: PROPOSED CONDITIONS
DOUCETTE FORESTRY
537 PORTLAND STREET (ROUTE 4)
BERWICK, ME

FOR: DOUCETTE FORESTRY
P.O. BOX 141
BERWICK, ME 03901



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

SCALE: 1" = 60'	APPROVED BY: <i>Ken Wood</i>	DRAWN BY: BRN
DATE: 07/03/2019		REVISION: DATE
JOB NO: C033-19	FILE: DOUCETTE FORESTRY BASE	SHEET 2 OF 2

NO.	DESCRIPTION	DATE

1. Changing Owner Occupied Apartments to Accessory Dwelling Units (ADUs)

~~**Owner Occupied Apartment:** A separate dwelling located within and subordinate to a single-family dwelling, and where the principal dwelling unit or apartment is occupied by a person who has a possessory interest in the real estate.~~

Accessory Dwelling Unit (ADU): An apartment created by converting part of a single-family dwelling or accessory building into a separate dwelling unit. See Section 8.13 for Performance Standards.

	R1	R2	R3	C/I	RC/I	AP	LR	SC/I	RP	SP
Owner Occupied Apartment	P	P	P	P	C*	C*	C*	C*	X	X
Accessory Dwelling Unit										

~~8.13 — Owner Occupied Apartments.~~ **Accessory Dwelling Units (ADUs)**

The Code Enforcement Officer may approve the addition of one dwelling unit to an existing single family dwelling and which must comply with the following standards.

~~1. The existing dwelling unit must have a minimum of 1,200 gross square footage of living area to be considered for an accessory apartment. The accessory apartment shall not exceed 30 percent of the total living area of the building.~~

~~2. "Owner-occupied" means that either the principal dwelling unit or the accessory apartment is occupied by a person who has a possessory interest in the real estate, who bears all or part of the economic risk of decline in value of the real estate and who receives all or part of the remuneration, if any, derived from the lease or rental of the other dwelling unit.~~

~~3. A single family dwelling as contained in this section means the building proposed for conversion and any accessory building attached. Only one accessory apartment shall be permitted per lot. An owner-occupied apartment, however, shall not be allowed in a single family dwelling within an approved subdivision that contains a note or condition on the plan recorded in the York County Registry of Deeds that specifically allows only single family residential uses.~~

~~4. There will be no external expansion of the structure, except for stairwells and elevators.~~

~~5. The dimensional standards found in Section 6.3 are waived with the exception of the standards for lot coverage, which can not be increased above set standards or that which is existing at the time of the proposed conversion, whichever is greater.=~~

~~6. Any request for an accessory apartment shall conform to all provisions of the Maine State Plumbing Code and no dwelling that is served by an on-site wastewater disposal system shall be modified to create an accessory apartment until a site evaluation has been conducted by a licensed soil evaluator which demonstrates that a new system can be installed to meet the disposal needs of the dwelling units or the existing system has adequate capacity for the proposed use.~~

~~7. This provision shall not prohibit the conversion of a single family dwelling to a multiplex dwelling or the conversion of a duplex dwelling to a multiplex dwelling so long as said conversion complies with all district and zoning standards, including but not limited to dimensional requirements.~~

~~8. Upon approval by the Planning Board, the owner of the accessory apartment shall record within his/her deed at the York County Registry of Deeds that such dwelling shall be and is to remain "owner occupied" even upon future transactions.~~

The following standards must be met in order to create and maintain an accessory apartment:

- 1. Either the primary or converted unit shall be occupied by the owner of the property as its primary physical residence (primary residence shall be defined as more than 6 months per year).**
- 2. Both the primary and the accessory unit shall be occupied as primary residences.**
- 3. No more than one accessory apartment is permitted per single family lot.**
- 4. The ADU is more than 600 square feet and no larger than 800 square feet.**
- 5. Evidence must be submitted to show that either:**
 - a. approval has been received from the sewer district for the accessory apartment, or that**
 - b. the existing septic system can be utilized or enlarged to handle the extra dwelling unit and meet the Maine Subsurface Wastewater Disposal Rules, or that Article 10, Page 55 Part D. Mixed Uses and Nonresidential Uses, Sections 16 & 17**
 - c. a new septic system can be located on the lot which meets the Maine Subsurface Wastewater Disposal Rules.**

2. Defining Industrial Hemp

Industrial Hemp: Any variety of Cannabis sativa L. with a THC concentration that does not exceed .3% on a dry weight basis and that is grown or possessed by a licensed grower in compliance with State of Maine Title 7 §2231.

	R1	R2	R3	C/I	RC/I	AP	LR	SC/I	RP	SP
Owner Occupied Apartment Industrial Hemp	X	X	C*	X	C*	X	X	X	X	X

8.37 Industrial Hemp

1. A license or conditional license to grow Industrial Hemp under Title 7 §2231 shall be provided with the Conditional Use Application.

3. Rename Low-Impact Industrial to Low-Impact Manufacturing
4. Since Industrial is no longer in C/I.. Rename the Commercial/Industrial District to Village/Commercial
5. Slight common-sense tweak to 7.6

7.6 Noise

No person shall engage in ~~construction~~ activities on a site abutting any residential use between the hours of 10 p.m. and 7 a.m., which exceed those limits established for residential districts. Otherwise the following activities shall be exempt from these regulations.

6. **9.8.F.C Substantial Expansion – Raising the requirement.**

A substantial expansion requires Conditional Use approval. Substantial expansion shall be defined as:

1. Floor space increase of 500 **1,500** square feet or 25 percent of the existing floor space, whichever is less; or ...

7. Mineral Extraction from Allowed to Conditional Use

	R1	R2	R3	C/I	RC/I	AP	LR	SC/I	RP	SP
Mineral Extraction	A C*	A C*	A C*	A X	A C*					

8. Simplifying/Clarifying Frontage and Access to Lots

1. Combining Medical and Adult Use where possible in the LUO.

Definitions – Splitting Manufacturing and Cultivation, adding Testing Facilities

~~**Medical Marijuana Production Facility:** A facility used for cultivating, processing, and/or storing medical marijuana by a medical marijuana caregiver at a location which is not the medical marijuana caregiver’s primary year-round residence or their patient’s primary year-round residence.~~

Marijuana Cultivation Facility: A Facility licensed under Title 28-B to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, trim and package marijuana; to sell to products manufacturing facilities, to stores and other cultivation facilities.

Marijuana Establishment: A cultivation facility, a products manufacturing facility, a testing facility or a marijuana storefront licensed under Title 28-B.

Marijuana Manufacturing: Blending, infusing, compounding, including marijuana extraction. It is considered a Low Impact Industrial and shall follow the associated use table and performance standards.

Marijuana Testing Facility: A Facility licensed under Title 28-B to develop, research and test marijuana, marijuana products and other substances.

2. Land Use Table – Allowing Adult Use Store & Manufacturing Downtown.
Allowing Testing Facilities in R3 along Route 9, RC/I Route 4 and C/I.

	R1	R2	R3	C/I	RC/I	AP	LR	SC/I	RP	SP
Medical Marijuana Dispensary/Storefront	X	X	X	C*	C*	X	X	C*	X	X
Medical Marijuana Production Facility	X	X	C*	X	C*	X	X	X	X	X
Marijuana Cultivation Facility	X	X	C*	X	C*	X	X	X	X	X
Marijuana Manufacturing	X	X	X	C*	C*	X	X	C*	X	X
Marijuana Testing Facility	X	X	C*	C*	C*	X	X	C*	X	X

8.25.3 Location:

~~Medical Marijuana Cooperatives and Medical Marijuana Production~~ Cultivation and Testing Facilities are allowed in the R3 Zone only on properties which have frontage on Route 9. ~~or 4~~

8.25.7 Permits

The following permits will be granted by zone:

R3 – 1 Cultivation Facility in the R3 Zone.

RC/I – 2 Cultivation Facilities permitted and 3 Storefronts permitted in the RC/I Zone.

CI – 1 Marijuana Manufacturing Facility permitted; 2 Storefronts permitted in the CI Zone.

November 2019 Comprehensive Plan Amendment

Land Use	Strategy	Responsibility	Time Frame
7. Create a suitable environment to encourage industrial/commercial growth.	7. Work with North Berwick and South Berwick to promote acceptable industrial/commercial growth along Route 4. 7.1 Adopt Contract Zoning for the RC/I Zone along Route 4 to allow for additional commercial development.	Planning Board/Selectman	Ongoing

Town of Berwick Contract Zoning Ordinance

Purpose

Occasionally traditional zoning methods are inadequate to promote desirable growth. In these special circumstances, dynamic zoning methods are needed to permit certain land uses.

Authorization

In accordance with 30-A M.R.S.A. Subsection 4352, Subsection 8, Conditional and contract rezoning is authorized for rezoning of property where, for reasons such as the unusual nature or unique location of the property, the Town finds it necessary and appropriate to allow flexibility for the development of land and for the Town to be able to impose conditions or restrictions by an agreement with the applicant in order to ensure that the rezoning is consistent with the Town's Comprehensive Plan. Contract Zoning is permitted for commercial and Industrial uses in the Rural Commercial Industrial District Zone (RC/I). All applications for a Contract Zone shall be approved by a Town Vote.

Application Contents

1. The application shall follow The Town of Berwick Site Plan Review Section 9.8.E. in the Berwick Land Use Ordinance.
2. A detailed statement of the proposed use of the property and the precise zoning change requested including, a detailed description of the conditions and restrictions to be imposed on the applicant's use of the land and a copy of the proposed contract, if any.
3. A description of the property's unusual nature or unique location.

Hearing and Notice

1. The Planning Board shall conduct a Public Hearing before forwarding a recommendation to the Select Board.
2. Notice of the Public Hearing shall be posted in the Town Hall at least two-weeks before the Public Hearing.
3. Notice shall be published twice in the newspaper of general circulation, the date of the first publication to be at least seven days before the hearing.
4. Public Hearing notices shall be mailed to abutters within 200' of the proposed property to be rezoned. This notice shall be sent out at least seven days prior to the Public Hearing.

Conditions and Restrictions

Conditions and restrictions imposed under this section shall relate only to the physical development and operation of the property and may include:

1. Limitation on the number of types and uses permitted;
2. Conditions on the scale and density of development, including height, lot coverage, setbacks and other space and bulk provisions;
3. Specifications for the design and layout of buildings and other improvements;
4. Impacts to municipal infrastructure which might occur due to the proposed development;
5. Performance guarantees securing completion and maintenance of improvements;
6. Provision for enforcement and remedies for breach of any condition or restriction.

Process and Approvals

The Planning Board shall make a finding on each of the four standards in this subsection. A majority vote by the Planning Board is required to be forwarded to the Select Board. If the Planning Board votes a majority no on any of the standards, the Contact Zone will not be forwarded to the Select Board. The Planning Board standards are as follows:

1. The rezoning is for land with unusual nature or location;
2. The rezoning is consistent with the Comprehensive Plan;
3. The rezoning is consistent with, but not limited to, the existing uses and permitted uses within the original zone; and
4. The conditions proposed are sufficient to meet the intent of this section.

The Planning Board shall, within 30 days after the public hearing, approve, approve with conditions, or deny the application for rezoning. If approved, and after any conditions have been met and included in the rezoning document, the Planning Board shall make a written recommendation to the Select Board, including its findings of fact and conclusions, that if the proposal is to be placed on a Warrant for action by the Legislative Body at its next Town Meeting.

- 1. If the Select Board accepts the Planning Board's recommendation, the proposal shall be placed on the Warrant for action by the Legislative Body at its next Town Meeting.**
- 2. Upon adoption by a vote of Town Meeting, the language of the contract of conditional zone shall be incorporated as an appendix or amendment to this Ordinance. In addition, the rezoning may consist of covenants and agreements, the details of which are not incorporated into the Ordinance itself but that are nevertheless conditions of the rezoning. Any such covenants and agreements shall be in a form that is recordable in the Registry of Deeds, and the Board, in its discretion, may require that such covenants and agreements be recorded.**
- 3. If the applicant fails to begin construction in a substantial manner and in accordance with an approved plan within two years of the effective date of the rezoning, the Planning Board may initiate rezoning to the original zoning classification.**