

CITY OF LEWISTON
PLANNING BOARD MEETING
Monday, May 14, 2012 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

IV. PUBLIC HEARINGS:

- a) An application submitted by TFH Architects on behalf of Veterans, Inc. to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for Veterans. The remaining space will be office space incidental to the residential use.
- b) An application submitted by Summit Geoengineering Services, Inc. on behalf of White Rock Distilleries to construct parking for tractor trailers at 33 Saratoga Street.

V. OTHER BUSINESS:

- a) Request for a recommendation on capital expenditures costing \$200,000.00 or more which are not included in the annual capital program for the purpose of undertaking renovations to Social Services Office Space at City Hall.
- b) Zoning Matrix
- c) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.

VI. READING OF THE MINUTES: Motion to adopt the draft minutes from April 23, 2012 meeting.

VII. ADJOURNMENT



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: May 9, 2012
RE: May 14, 2012 Planning Board Agenda Item IV(a)

An application submitted by TFH Architects on behalf of Veterans, Inc. to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for veterans.

TFH Architects on behalf of Veterans, Inc. has submitted an application to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for veterans. These dwelling units will provide transitional housing for men in a safe, drug- and alcohol-free facility. The goal of this housing and related support services is to give veterans a stable base from which to find or hold a job, continue their physical or mental recovery and, ultimately, return to independent living. This property of 34,282 square feet consists of a 13,987 square foot, three-story vacant school building located in the Community Business (CB) district in which multifamily dwellings are a permitted use.

This project is subject to development review approval from the Planning Board being the conversion of an existing building into a residential use that results in the creation of three or more units regulated as a subdivision. Therefore, this project is being considered pursuant to Article XIII, Sections 4 and 5 of the Zoning and Land Use Code. The applicant has provided revised applications and site plans addressing staff's initial review comments. Staff notes the following:

- The CB district has a minimum net lot area requirement of 3,000 square feet per dwelling unit limiting the number of units on this site to 11: four units with three bedrooms; five units with two bedrooms; two units as efficiencies.
- The gymnasium and cafeteria previously used by the school will be accessory to the residents and staff of the building. A note has been added to the plan stating the remaining space within the existing building will be limited to uses accessory to the dwelling units. Office space, storage and the use of the existing gymnasium for use by the tenants of the units are allowed.
- The previous parking demand for the school was 27 spaces. The proposed parking demand for the dwelling units and support staff is 26 spaces. The applicant proposes to maintain the existing 27 spaces provided on site.
- Unused portions of the site are proposed to remain paved, impervious surfaces. While not required, staff has encouraged the applicant to add green space to the site. The applicant has suggested such improvements may be considered once the site becomes operational.

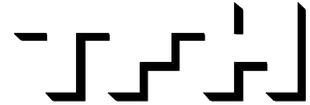
- The structure will be required to have a sprinkler system installed. The applicant is working with the City's Water and Sewer Department to establish flow rates to determine the capacity for a sprinkler system.

Planning and Code Enforcement recommends approval, finding the applicant has addressed the applicable review criteria of the Zoning and Land Use Code including Article XIII, Sections 4 and 5 subject to the following conditions:

1. A signature block is added to the plan.
2. No building permits are issued until the applicant has demonstrated to the City's satisfaction that adequate water supply can be provided for installation of a sprinkler system.

ACTIONS NECESSARY

1. Make a motion to consider an application submitted by TFH Architects on behalf of Veterans, Inc. to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for veterans;
2. Obtain input on the application;
3. Make a determination that the application is complete;
4. Make a motion finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article XIII, Section 4 and 5 of the Zoning and Land Use Code and to grant approval to Veterans Inc. to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for veterans, subject to any concerns raised by the Planning Board or staff.



May 8, 2012

David Hediger
Deputy Planner, City of Lewiston
City Building
27 Pine St.
3rd Floor
Lewiston, ME 04240

RE: 393 Main Street, Lewiston – Revisions to Site Plan

Dear Mr. Hediger,

Below is a summary of the revisions we have made to the Site Plan Application based on the comments as outlined in your May 5, 2012 letter.

- 1 a.) We have attached page 2 of the application
- b.) We have completed the page 3 zoning summary

- 2 a-d.) See the text added to the original cover letter 'blue' in color addressing these issues.
 - e.) See the dumpster enclosure details added to drawing C1.0
 - f.) The paragraph responding to Article XIII Section 8 has been removed

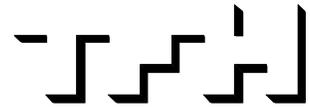
- 3 a.) The proposed parking layout will be delineated from existing impervious areas by 4" white striping as indicated on the plans, we have intentionally not included curb stops, etc as if the lot is not full and the residents want to use the full paved area for recreation it will allow such use.
 - b.) Due to the initial project budget and scope our client would request that removing existing established paved area not be required as part of this approval, they do however recognize the reasoning for the request and importance of reducing impervious areas and would be open to make such improvements in the near future once the project is operational.
 - c.) See the 'green shaded areas' indicating pervious surface on C1.0.
 - d.) See the added 'Project Notes' Section on C1.0
 - e.) See the added 'Project Notes' Section on C1.0
 - f.) See the revised text within the C1.0 drawing legend
 - g.) See the added hatched 'light orange' color and added note indicating the covered area with building above.
 - h.) See the added 'Project Notes' Section on C1.0

Thank you and please contact me with any questions,

A handwritten signature in blue ink, appearing to read "Ryan Senatore". The signature is fluid and cursive, with the first name "Ryan" being more prominent than the last name "Senatore".

Ryan Senatore AIA, LEED-AP
Project Architect

TFH Architects
80 Middle Street
Portland ME 04101
207.775.6141



May 8, 2012

David Hediger
Deputy Planner, City of Lewiston
City Building
27 Pine St.
3rd Floor
Lewiston, ME 04240

RE: 393 Main Street, Lewiston

Dear Mr. Hediger,

On Behalf of our client, Veterans Inc., please see the attached Application for Site Plan Approval for the proposed project located at 393 Main Street. The project includes converting the existing St. Josephs School into 11 residential dwelling units to provide housing for Veterans, and associated minor site work.

To summarize the aspects of the project in regard to zoning, the multifamily dwelling unit use is permitted in the CB zone and our proposed 11 units is within the maximum density allowed. We are providing 27 parking spaces of which 26 are required by our proposed use, this is less intense than the previous education use requirement.

In regard to the Proposed project meeting Article XIII section 4 – Approval Criteria, we summarize the following:

- (a) Utilization of the Site – as this is a re-use of an existing building and very minimal site work thus utilization of the site should be met.
- (b) Traffic movement – see the attached parking analysis, the proposed use has less intense parking requirement than the previous use.
- (c) Access to into the Site – this will remain unchanged from the present condition
- (d) Internal vehicular circulation – this will remain very similar to the existing condition with some parking space restriping
- (e) Pedestrian Circulation – the existing condition will remain primarily unchanged with some repairs to occur at the Main Street entry accessible ramp.
- (f) Storm water Management – the current storm water condition should remain unchanged as there is no proposed change in impervious surfaces

- (g) Erosion Control – this should not be an issue as no pavement or earth will be disturbed
- (h) Water Supply – an additional waterline service is proposed to serve the building as a new sprinkler system is proposed and will require two independent services
- (i) Sewage Disposal – the building is on public sewer and this will system remain unchanged
- (j) Utilities – the existing building has three phase electrical service to meet the needs of the proposed use, it has natural gas service, and existing telephone service available.
- (k) Natural Features – the existing natural features of the site will remain unchanged by the proposed development.
- (l) Groundwater Protection – the impact on groundwater should remain unchanged by the proposed project.
- (m) Water and Air Pollution – the proposed project should not change the previous use's water and air pollution condition at the site.
- (n) Exterior Lighting – the exterior lighting condition will remain unchanged from the current facility – [The light fixtures under the covered play area are recessed down lights mounted in the ceiling of the covered area. The light fixtures at the Main Street Entrance are recessed down lights mounted in the soffit overhang above the door. The light fixtures at the secondary entries at the Gymnasium, Cafeteria, and Boiler Room are wall mounted fixtures with projecting arm mounts holding a down light.](#)
- (o) Waster Disposal – the site previously had two dumpsters on site, this will remain unchanged with the proposed development
- (p) Lot Layout – the overall lot layout will remain unchanged, parking striping will be revised
- (q) Landscaping – remain unchanged
- (r) Shoreland Relationship – remain unchanged
- (s) Open Space – the site has a covered exterior area for residents to use at the rear of the property, as this is an urban site, residents also have access to city recreation amenities within walking distance.
- (t) Technical and Financial Capacity – [see attached document](#)
- (u) Buffering – the current buffering will remain unchanged
- (v) Compliance with District Regulations – see the zoning analysis on the attached site plan, the proposed design is in accordance with the CB – Community Business District regulations.
- (w) Performance Standards – [as we have reviewed the performance standards we believe the proposed project would only be required to meet the parking performance standard. See the attached parking analysis as to how the proposed project is in accordance with this standard.](#)

In regard to the Proposed project meeting Article XIII section 5 – Coordination with state subdivision law, we summarize the following:

- (1) The proposed development will not alter the previous use's water or air pollution
- (2) The project has sufficient water available
- (3) The project will not cause an unreasonable burden on the existing water supply [the proposed residential and associated office use will require significantly less domestic water use than the previous educational use. The addition of the sprinkler system will require a volume of water at a very rare occurrence, the Mechanical Design Engineer is in discussions with the Lewiston department of Public Works to receive existing hydrant flows near the site to determine the capacity for the sprinkler use.](#)
- (4) The project will not cause unreasonable soil erosion or reduce the capacity of the land to hold water
- (5) The project will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of highway or public roads

- (6) The proposed residential and associated office use will have a significantly less demand than the previous educational use, thus resulting in less of an impact on the municipal sewer system.
- (7) The project will not alter the existing two dumpster solid waste disposal condition, the dumpster location will shift slightly from its existing location and will be screened with a fencing enclosure as shown on the attached site plan C1.0
- (8) The project will not affect the current scenic or natural beauty of the area
- (9) We believe the proposed project is in compliance with the City code and comprehensive plan
- (10) See the attached documentation of financial capacity
- (11) The project will not change the current condition of its impact on nearby water bodies
- (12) The project will not change its existing impact on groundwater
- (13) The site is not within the 'FIRM Flood Zone 1979' per City of Lewiston GIS mapping.
- (14) The project will not alter solar access conditions that presently exist

Thank you and please contact me with any questions,



Ryan Senatore AIA, LEED-AP
Project Architect

TFH Architects
80 Middle Street
Portland ME 04101
207.775.6141

PROJECT DATA

The following information is required where applicable, in order to complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	<u>Existing, unchanged</u> sq. ft.
Proposed Total Paved Area	<u>Existing, unchanged</u> sq. ft.
Proposed Total Impervious Area	<u>Existing, unchanged</u> sq. ft.
Proposed Impervious Net Change	<u>0</u> sq. ft.
Impervious surface ratio existing	<u>Existing, unchanged</u> % of lot area
Impervious surface ratio proposed	<u>Existing, unchanged</u> % of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	<u>13,987</u> sq. ft.
Proposed Building Footprint	<u>13,987</u> sq. ft.
Proposed Building Footprint Net change	<u>0</u> sq. ft.
Existing Total Building Floor Area	<u>32,364</u> sq. ft.
Proposed Total Building Floor Area	<u>32,364</u> sq. ft.
Proposed Building Floor Area Net Change	<u>0</u> sq. ft.
New Building	<u>no</u> (yes or no)
Building Area/Lot coverage existing	<u>40.8%</u> % of lot area
Building Area/Lot coverage proposed	<u>40.8%</u> % of lot area

ZONING

Existing	
Proposed, if applicable	

LAND USE

Existing	
Proposed	

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	
Proposed Number of Residential Units	
Subdivision, Proposed Number of Lots	

PARKING SPACES

Existing Number of Parking Spaces	
Proposed Number of Parking Spaces	
Required Number of Parking Spaces	
Number of Handicapped Parking Spaces	

ESTIMATED COST OF PROJECT \$1,000,000

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	<u>31,916</u> sq. ft.
Proposed Disturbed Area	<u>0</u> sq. ft.
Proposed Impervious Area	<u>31,916</u> sq. ft.

1. *If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.*
2. *If the proposed impervious area is greater than one acre including any impervious area crated since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.*
3. *If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
4. *If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing _____ passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) _____ passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the CB – Community Business zoning district.

2. Parcel Area: 0.787 acres / 34,282 square feet(sf).

Regulations	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	<u>None</u>	<u>34,282 sf</u>
Street Frontage	<u>100 ft</u>	<u>140 ft min</u>
Min Front Yard	<u>15 ft</u>	<u>3.5 ft existing min</u>
Min Rear Yard	<u>10 ft</u>	<u>43 ft existing min</u>
Min Side Yard	<u>10 ft</u>	<u>3.5 ft existing min</u>
Max. Building Height	<u>50 ft</u>	<u>43 ft</u>
Use Designation	<u>Educational</u>	<u>Residential Dwellings</u>
Parking Requirement	<u>1 space/ per square feet of floor area</u>	
Total Parking:	<u>26 spaces</u>	<u>27 spaces</u>
Overlay zoning districts (if any):	<u>N/A</u>	<u>/</u>
Urban impaired stream watershed?	<u>YES/NO If yes, watershed name N/A</u>	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant:	Date:
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Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: Veterans Housing at the Former St. Josephs School

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 393 Main Street, 194-366

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	<u>x</u>			
	Names of Development	<u>x</u>			
	Professionally Prepared Plan	<u>x</u>			
	Tax Map or Street/Parcel Number	<u>x</u>			
	Zoning of Property	<u>x</u>			
	Distance to Property Lines	<u>existing</u>			
	Boundaries of Abutting land	<u>x</u>			
	Show Setbacks, Yards and Buffers	<u>existing</u>			
	Airport Area of Influence (Auburn only)	<u>n/a</u>			
	Parking Space Calcs	<u>x</u>			
	Drive Openings/Locations	<u>x</u>			
	Subdivision Restrictions	<u>n/a</u>			
	Proposed Use	<u>x</u>			
	PB/BOA/Other Restrictions	<u>n/a</u>			
	Fire Department Review				
	Open Space/Lot Coverage	<u>x</u>			
	Lot Layout (Lewiston only)	<u>x</u>			
	Existing Building (s)	<u>x</u>			
	Existing Streets, etc.	<u>x</u>			
	Existing Driveways, etc.	<u>x</u>			
	Proposed Building(s)	<u>n/a</u>			
	Proposed Driveways	<u>n/a</u>			
Landscape Plan					
	Greenspace Requirements	<u>n/a</u>			
	Setbacks to Parking	<u>n/a</u>			
	Buffer Requirements	<u>n/a</u>			
	Street Tree Requirements	<u>n/a</u>			

	Screened Dumpsters	<u>x</u>			
	Additional Design Guidelines	<u>n/a</u>			
	Planting Schedule	<u>n/a</u>			
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	<u>n/a</u>			
	Show Existing Surface Drainage				
	Direction of Flow				
	Location of Catch Basins, etc.				
	Drainage Calculations				
	Erosion Control Measures				
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)				
Lighting Plan		<u>n/a</u>			
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
Traffic Information		<u>n/a</u>			
	Access Management				
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
Utility Plan					
	Water	<u>existing</u>			
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer	<u>existing</u>			
	Available city capacity				
	Electric	<u>existing</u>			
	Natural Gas	<u>existing</u>			
	Cable/Phone	<u>existing</u>			
Natural Resources					
	Shoreland Zone	<u>n/a</u>			
	Flood Plain				
	Wetlands or Streams				
	Urban Impaired Stream				
	Phosphorus Check				
	Aquifer/Groundwater Protection				
	Applicable State Permits				

	No Name Pond Watershed (Lewiston only)				
	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
Right Title or Interest					
	Verify	<u>x</u>			
	Document Existing Easements, Covenants, etc.	<u>x</u>			
Technical & Financial Capacity		<u>x</u>			
	Cost Est./Financial Capacity				
	Performance Guarantee				
State Subdivision Law					
	Verify/Check	<u>x</u>			
	Covenants/Deed Restrictions	<u>n/a</u>			
	Offers of Conveyance to City	<u>n/a</u>			
	Association Documents	<u>n/a</u>			
	Location of Proposed Streets & Sidewalks	<u>x</u>			
	Proposed Lot Lines, etc.	<u>existing</u>			
	Data to Determine Lots, etc.	<u>n/a</u>			
	Subdivision Lots/Blocks	<u>n/a</u>			
	Specified Dedication of Land	<u>n/a</u>			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)	<u>n/a</u>			
	Multi-Unit Residential Development (Lewiston only)	<u>x</u>			
	Mobile Home Parks	<u>n/a</u>			
	Private Commercial or Industrial Subdivisions (Lewiston only)	<u>n/a</u>			
	PUD (Auburn only)	<u>n/a</u>			
A jpeg or pdf of the proposed site plan		<u>x</u>			
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					

Veterans Inc. St Joseph's School, Lewiston, Maine

04/20/12

Parking Requirement (Article XII section 17)

20 residents and 5 staff members that are there for the residents as a resource.

Multifamily Dwelling

2 spaces per three bedroom unit (4 units)	8 spaces
1.5 spaces per one and two bedroom units (5 units)	8 spaces
1 space per efficiency unit (2 units)	2 spaces
0.2 spaces per unit for visitors (11 units)	3 spaces
5 staff members to serve the residents	<u>5 spaces</u>
	26 spaces total

Previous Use

Elementary Schools	1.5 per classroom	
	18 classrooms =	27 spaces

- Gym used only by residents, Cafeteria is used only by residents for office type use

DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Washington DC 20420



October 4, 2010

In Reply Refer To: Grant/Per Diem Program
10770 N. 46th Street
Suite C-200
Tampa, FL 33617

Mr. Denis Leary
Executive Director
Veterans, Inc.
69 Grove Street
Worcester, MA 01605-2600

Project Number: **10-845-ME** (Please place this number on all correspondence)

Dear Mr. Leary:

On behalf of the Secretary, Department of Veterans Affairs, I am pleased to inform you that your Capital Grant application to the Department of Veterans Affairs (VA) Homeless Providers Grant and Per Diem Program has been approved. This letter and enclosed *Grant Recipient Guide* provides information on accessing grant funds obligated to your project.

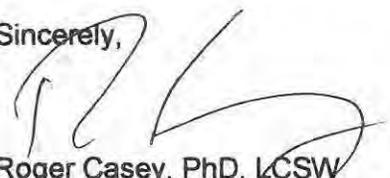
The project which has been approved for funding is described as follows: Veterans, Inc. requests \$863,352 from VA for the acquisition and renovation of a building at 70 State St., Augusta, ME to create transitional housing that will provide 20 beds for homeless Veterans and the acquisition of a van to provide outreach and transportation of homeless Veterans.

Before funding is released, your agency must demonstrate site control and approval from VA's Office of Construction and Facilities Management (OCFM). VA OCFM must ensure the project's compliance with the Life Safety Code of the National Fire Protection Association (NFPA), state and local codes, and federal regulations governing accessibility, environmental review, and historic preservation. Your point of contact for OCFM approval is Dennis Hancher. Mr. Hancher requires project plans to determine compliance with Fire/Safety and Accessibility standards. If you have not submitted plans to his office, you must do so as soon as they are available. Please contact Mr. Hancher at: (202) 461-8215, Fax (202) 565-6083, or email at dennis.hancher@va.gov.

There is additional information regarding the drawing of funds, documentation to be submitted, and performance expectations in the *Grant Recipient Guide* (enclosed). Review the *Guide* thoroughly. Requests for any funds dispersed from our office will need to be in the format required. Please keep in mind that each request for funds will be approved individually and appropriate documentation will be necessary. If you have questions after you have read the *Grant Recipient Guide* and the regulations please call the National Grant and Per Diem Office at (toll-free) 1-877-332-0334. Please remember to include the above project number on all correspondence to our office.

Assisting homeless Veterans continues to be a top priority of the Department of Veterans Affairs. My staff and I look forward to working with your organization and the designated VA Medical Center Liaison to address the needs of homeless Veterans.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Casey', with a large, sweeping flourish extending to the right.

Roger Casey, PhD, LCSW
Director, Grant/Per Diem Program

Enclosure

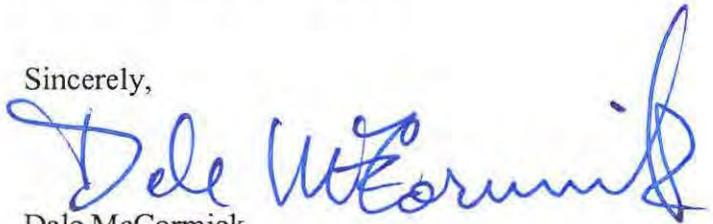
March 16, 2010

Dr. Roger Casey
US Department of Veterans Affairs
VA Homeless Providers Grant and Per Diem Field Office
10770 N. 46th Street, Suite C-200
Tampa, FL 33617

Dear Dr. Casey:

If this proposal is funded, Maine State Housing Authority will commit \$455,082 to Veterans Inc. for match to be made available to the VA Homeless Providers Grant and Per Diem program. These funds will be made available on October 1, 2010.

Sincerely,



Dale McCormick
Executive Director

MEMORANDUM OF AGREEMENT FOR ACQUISITION / REHABILITATION / CONSTRUCTION

This Memorandum of Agreement is hereby made by and between:

A. The U.S. Department of Veterans Affairs (hereinafter called VA) and

B. Veterans, Inc. (Project Number: 10-845-ME)

(Grant recipient title hereinafter called the Grant Recipient)

The Grant Recipient has submitted to VA an application for Federal aid in the acquisition / rehabilitation / construction of a facility to provide services to homeless veterans under 38 CFR Part 61. This application meets the requirements of Federal law and regulations. The estimated total cost of that part of the project in which VA will participate is \$1,328,234.00. Consequently, the Federal share shall be the lesser of \$863,352.00 or 65 percent of the estimated **aggregate of the costs** of the acquisition \$161,200.00 / rehabilitation \$702,152.00 / or new construction \$0.00 as determined from the Match and Feasibility exhibit of the application for Federal aid. IN CONSIDERATION OF THE FOREGOING, the parties hereto mutually agree as follows:

(1) The GRANT RECIPIENT certifies that the application, and plans and specifications submitted as part of the application, are in accordance with the standards promulgated by the Secretary of the Department of Veterans Affairs in 38 CFR Part 61. The Grant Recipient agrees that:

- it will acquire / rehabilitate / construct the facility in accordance with the application it has submitted;
- it will comply strictly with the assurances contained in the application it has submitted;
- it will without delay enter into a contract for acquisition / rehabilitation/ construction of the project;
- it will periodically inspect the project and certify to the Secretary of the Department of Veterans Affairs for payment such sums which it deems are payable by VA;
- the matching funds for acquisition / rehabilitation/ construction will be furnished as required plus the full amount of any costs for that part of the project in which VA does not participate;
- upon completion of the project, financial support will be provided for the entire cost of maintenance and operation of the project;
- the facility will be used principally to furnish to veterans the level of care for which such application is made;
- at any one time not more than 25 percent of participants receiving services in the portion of the facility constructed using VA funds will consist of participants who are not receiving such services as veterans;
- the facilities will be operated and maintained in conformance with all applicable state and local laws, codes, regulations and ordinances, and in conformance with the standards of care prescribed by VA.

(2) The SECRETARY OF THE DEPARTMENT OF VETERANS AFFAIRS hereby approves the application and agrees to pay the VA share of the cost of the project as set forth above as such sums are certified to him by the Grant Recipient from time to time as installments; provided, however, that the total grant amount shall not exceed the approved VA share. Payments will be limited to the unpaid obligated balance of the VA share for actual incurred costs of that part of the total project in which VA is funding. VA will not fund more than 65 percent of the portion of the total project cost in which VA is participating.

(3) The SECRETARY OF THE DEPARTMENT OF VETERANS AFFAIRS may pursue remedies described in 38 CFR Part 61 and any other appropriate legal remedy where the grant recipient fails to comply with the terms and conditions of this grant agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on the dates indicated

Veterans, Inc.

Name of Grant Recipient

6/9/10
Date

Denis Leary Executive Director

Name of Responsible Officer
(Please type or print)

Title

Denis
Signature

John R. Hargrave

For the Secretary of the Department of Veterans Affairs
(Signature)

COSVA

Title of Officer

9/13/10

Date

**GRANT/PER DIEM PROGRAM
CONTACT INFORMATION SHEET**

Please use this form to update our office regarding your agency's contact information and Board members. You may fax this form to (toll-free) 1-877-332-0335.

Name of Agency: _____

Project Name: _____

Project Number(s): _____

Address to Send Correspondence: _____

PRIMARY CONTACT (i.e. Executive Director):

Name: _____ Title: _____

Phone: _____ Cell _____ Fax _____

E-mail: _____

ALTERNATE CONTACT:

Name: _____ Title: _____

Phone: _____ Cell _____ Fax _____

E-mail: _____

OFFICER'S OF THE BOARD:

Name: _____ Title: _____

Phone: _____ Cell _____ Fax _____

E-mail: _____

Name: _____ Title: _____

Phone: _____ Cell _____ Fax _____

E-mail: _____

Name: _____ Title: _____

Phone: _____ Cell _____ Fax _____

E-mail: _____

PLEASE FAX THIS FORM TO THE GRANT/PER DIEM PROGRAM OFFICE AT (toll-free) 1-877-332-0335

PURCHASE AND SALE AGREEMENT

(393 Main Street, Lewiston, Maine)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of MARCH 16, 2012 (the "Effective Date"), by and between Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine, with a Chancery at 510 Ocean Ave., Portland, Maine ("Seller") and Veterans Inc., a Massachusetts non-profit corporation having a usual place of business at 69 Grove Street, Worcester, Massachusetts ("Purchaser").

ARTICLE I.

DEFINITIONS

1.1 Certain Definitions. In addition to terms defined elsewhere in this Agreement, each of the following terms shall have the following meanings when used herein:

"Agreement" shall mean this Purchase and Sale Agreement.

"Appurtenances" shall have the meaning given to such term in Section 2.1.

"Closing" shall have the meaning given to such term in Section 8.1.

"Closing Date" shall have the meaning given to such term in Section 8.1.

"Condemnation" shall mean a Taking and/or a Requisition.

"Effective Date" shall have the meaning given to such term in the preamble paragraph of this Agreement.

"Governmental Authority" means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority.

"Impositions" shall mean all taxes of every kind and nature (including real, *ad valorem*, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Property; all charges and/or taxes for any easement or agreement maintained for the benefit of the Property; all general and special assessments, levies, permits, inspection and license fees on or with respect to the Property; all water and sewer rents and other utility charges on or with respect to the Property; and all other public charges and/or taxes

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whether of a like or different nature, against Seller, Purchaser or any of the Property as a result of or arising in respect of the ownership, occupancy, leasing, use, maintenance, operation, management, repair or possession of the Property, or any activity conducted on the Property, including any gross rent tax, sales or use tax, transaction privilege and use tax, occupancy tax or excise tax levied by any governmental body.

“Improvements” shall have the meaning given to such term in Section 2.1.

“Land” shall have the meaning given to such term in Section 2.1.

“Law” shall mean any constitution, statute, code, ordinance, regulation, judicial or administrative decision or other rule of law.

“Legal Requirement” or “Legal Requirements” shall mean, as the case may be, any one or more of all present and future Laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, of every duly constituted governmental authority or agency and all covenants, restrictions and conditions now of record which may be applicable to all or any part of or interest in the Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Property.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee of a trust, unincorporated organization, Governmental Authority or any other entity.

“Purchase Price” shall have the meaning given to such term in Section 3.1.

“Purchaser” shall have the meaning given to such term in the preamble paragraph of this Agreement.

“Requisition” shall mean any temporary condemnation or confiscation of the use or occupancy of the Property by any Governmental Authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

“Seller” shall have the meaning given to such term in the preamble paragraph of this Agreement.

“Taking” shall mean any taking of the Property in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceedings or by any other means, or any *de facto* condemnation.

“Title Company” shall mean a nationally recognized title insurance company selected by Purchaser.

ARTICLE II.

SALE OF THE PROPERTY

2.1. Subject Property.

(a) For the consideration and upon and subject to the terms, provisions and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, that certain parcel of real property which is more fully described on Exhibit A attached hereto (the "Land") and all improvements (the "Improvements") and appurtenances (the "Appurtenances") located on or pertaining to the Land (the Land, Improvements and Appurtenances being collectively referred to herein as the "Property").

(b) The "Property" shall be deemed to include the following other property, rights and easements:

(i) all equipment and fixtures of every kind and nature located on the Land;

(ii) all rights, title and interest, if any, of Seller in, to and with respect to any land lying in the bed of any street, road, avenue or way, open or proposed, in front of or adjoining the Property, to the center thereof;

(iii) rights of way and easements for access and utilities, and all other easements appurtenant to the Property, including but not limited to privileges or rights of way over adjoining premises inuring to the benefit of the Property or the fee owner thereof and over such streets, lots, avenues and ways, and any and all other appurtenances, privileges and hereditaments belonging to or in any way appertaining to the Property; and

(iv) paved parking areas, attached garages, if any, driveways, landscaping, storm drainage, lighting, and all other site improvements located on the Land.

(c) The Seller shall also convey to Purchaser on or before the Closing Date the following:

(i) Contracts: All of Seller's interests in any service contracts pertaining to the property (the "Service Contracts"), which Purchaser desires to assume; and

(ii) Intangible Property: All of Seller's assignable interests in any warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Property, if any.

(d) The Purchaser shall pay for such survey and survey report of the Property as it desires or as is required to delete survey exceptions as provided under Section 2.2 below.

2.2. Conveyance and Title. The Property is to be conveyed to the Purchaser (or to the nominee designated by the Purchaser by written notice to the Seller) at the Closing by a good

and sufficient quitclaim with covenant deed of the Seller conveying a good and clear record and marketable title to the same, of record and in fact, which shall also be (i) of such quality as the Title Company will insure at regular rates, on the standard ALTA form, without material exception (including, (provided that the title insurer provides the opportunity for Purchaser and Seller to provide appropriate indemnities for deletion of exceptions and in the case of survey, provided that the Purchaser commissions a survey and survey report), no exception for survey or mechanic's liens or tenants in possession) and (ii) free from all material defects, liens and encumbrances except the following:

- (a) Real estate taxes for the current fiscal year not yet due and payable.
- (b) Provisions of the building and zoning ordinances of the City of Lewiston.
- (c) Any liens for municipal betterments assessed after the Effective Date of this Agreement.

Seller will at the Closing deliver possession of the Property vacant, unoccupied, and free of any occupancy, tenancy or rights under license. At the Closing, the Property shall be in compliance with the provisions of any instrument of record affecting title to the Property and in substantially the same condition as now exists.

2.2 Title Provisions. The Property shall not be considered in compliance with the title provisions of this Agreement unless:

- (a) all Improvements, if any, and all means of access to the Property and all parking shall be located completely within the boundary lines of the Property and shall not encroach upon or under the property of any other person or entity;
- (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Property; and
- (c) the Property shall abut and have direct access to a public way duly laid out or accepted as such by the City of Lewiston, Maine with sufficient frontage to meet all legal requirements.

If the Seller shall be unable to give title as herein stipulated, then the Seller shall use reasonable efforts to remove any defects in title, and thereupon the time for performance hereof shall be extended for a period of up to three (3) successive periods of twenty one (21) days each from any time otherwise specified for Closing. The Seller shall not be required to expend more than \$1,000.00 in using reasonable efforts under this Section 2.2 (exclusive of consensual monetary encumbrances). If at the expiration of the extended time, the Seller shall have failed so to remove any defects in title, or if any other condition hereof shall not be satisfied, then at the Purchaser's option, the Deposit shall be forthwith returned to Purchaser with interest thereon, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, provided that the Purchaser shall have the option, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Property without reduction in purchase price, in which case, Seller shall convey such title as

Seller can deliver to Purchaser by Release Deed and the Purchaser shall pay the purchase price, in which case Purchaser shall be deemed to have elected to accept title in its then-current state, without recourse against Seller with respect to title.

2.3 Casualty and Condemnation. The Seller shall deliver the Property in the same condition at the Closing as on the Effective Date. If, prior to the Closing, any Improvements are damaged by fire or other casualty or are affected by Condemnation proceedings, the Purchaser's obligations hereunder shall be conditioned upon the Seller's restoration of such damage, which Seller may or may not undertake in Seller's sole discretion. If Seller undertakes to restore the damage and by such time this Agreement has not been cancelled or terminated, then the Closing Date shall be extended for a reasonable period to afford the Seller the opportunity to restore the damage, provided that any steps taken by Seller to preserve the Property in the event of fire or other casualty shall not constitute steps to restore the damage. With regard to Condemnation, the Seller may, at Seller's option, elect to cancel the Agreement or take title notwithstanding the Condemnation, in which event this Agreement shall remain in full force and effect without change in the selling price and the Seller, at the Closing, shall assign, transfer and set over to the Purchaser all the Seller's right, title and interest in and to any awards that may be made for such Condemnation, but Purchaser under such assignment, transfer or setting over shall not be entitled to collect more than the Purchase Price, any remainder to be payable and collectible solely by Seller, the Purchaser agreeing hereby to release to Seller any claim above such Purchase Price and in the event it receives any proceeds above the Purchase Price to reimburse Seller the same amount. In the event that the Property shall be damaged by fire or other casualty prior to the delivery of the deed hereunder, the Seller shall notify the Purchaser of such damage in writing and thereupon the Purchaser shall have the option, at Purchaser's sole election, either to (i) cancel this Agreement within ten (10) days after such notice, in which case all payments made by Purchaser under this Agreement shall be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and there shall be no recourse to the parties hereto; or (ii) to proceed with the purchase of the Property, in which case the Purchaser shall receive a credit of the lesser of the amount to restore the damage or \$25,000.00 towards the Purchase Price and shall accept the Property in its then-existing condition, provided that in no event shall this Agreement require the Seller to restore any damage in excess of Twenty Five Thousand Dollars (\$25,000.00).

ARTICLE III.

PURCHASE PRICE

3.1. Purchase Price. The agreed purchase price ("Purchase Price") for the Property is One Hundred Ninety Thousand Dollars (\$190,000.00), of which Five Thousand Dollars (\$5,000.00) is to be paid herewith as a deposit (the "Deposit") and the balance of One Hundred Eighty-Five Thousand Dollars (\$185,000.00), as adjusted pursuant to this Agreement shall be paid at Closing by certified or bank treasurer's check drawn on a Boston Clearinghouse Bank, payable directly to the Seller, without endorsement, or by wire transfer. The Deposit shall be held in escrow by Robinson, Kriger & McCallum.

ARTICLE IV.

DELIVERY OF DOCUMENTS

4.1 Documents. Purchaser acknowledges receipt from Seller of certain documents pertaining to the Property.

4.2 Subsequent Deliveries

At the request of Purchaser, Seller shall deliver to Purchaser such other information and documentation as Purchaser may reasonably request and are in Seller's possession or control in order to conduct its due diligence with respect to the Property during the Due Diligence Period. Purchaser shall have the right to examine and copy all books, records, information, documents and all other materials in Seller's possession relating to the title, ownership, operation, management, and maintenance of the Property. Seller shall make available to Purchaser any maintenance and repair records for the period that it may have, for the period commencing January 1, 2008 through the date hereof; and Purchaser may inquire of the people making such repairs and maintenance as to the need and condition thereof.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller represents, covenants and warrants to and agrees with Purchaser, as of the Effective Date and as of the Closing, as follows:

(a) Seller is a corporation duly organized and validly existing under the laws of the state of Maine.

(b) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and subject to the approvals that are conditions of the Seller's obligations, the performance by Seller of its obligations hereunder (i) have been duly authorized by all requisite action, and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of its organizational documents or of any Law or any judgment, writ, injunction or decree of any court or Governmental Authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. This Agreement and all other agreements and instruments signed or to be signed by Seller related hereto, are each a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with the terms thereof.

(c) No Condemnation proceedings have commenced against the Property, nor has Seller received notice of any Condemnation proceedings and to the best of Seller's knowledge, no such Condemnation proceedings are threatened against the Property, and no actions are pending or, to the best of Seller's knowledge, threatened for the relocation of roadways providing access to the Property.

(d) There are no equipment leases, contracts, service agreements, maintenance contracts of similar agreements affecting the Property, except as otherwise disclosed in writing and acceptable to Purchaser.

(e) Further, the Property has adequate rights of access to public ways..

(f) No bankruptcy, reorganization, arrangement or insolvency proceedings are pending, threatened or contemplated by Seller. Seller has not made a general assignment for the benefit of creditors and Seller is able to pay its debts as they become due.

(g) Seller is not the subject of any pending criminal proceeding.

(h) All Impositions of any Governmental Authority upon or related to the Property which are due and payable have been paid or will be paid at the time of Closing.

(i) The Property is served by a municipal sewer system and Seller does not have knowledge of any public or private septic system serving the Premises.

(j) All information regarding the Property furnished, and to be furnished, by Seller to Purchaser is, and will be either true and correct in the apparently relevant material respects, or identified by Seller as subject to uncertainty.

(k) Seller has furnished or will furnish to Purchaser all contracts and agreements in effect and relating to the Property.

(l) Seller has disclosed, or shall disclose, to Purchaser in writing all material and substantial defects of which Seller's Chancery Finance Office is aware, if any, concerning the physical condition of the Property.

(m) The Seller's United States taxpayer identification number is -1-1212546, and the Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, as amended.

(n) The Seller is the sole owner of the Property. There does not exist, and on the Closing Date there will not exist, any option to purchase all or any portion of the Property, or any other agreements whereby any party may acquire any interest in the Property.

(o) There are no suits, actions, orders, decrees, claims, writs, injunctions or proceedings affecting all or any part of the Property or the operation thereof before any court or administrative agency or officer.

(p) To the best of Seller's knowledge, no portion of the Land is located within a flood zone as identified by any state, federal or local law, or where, pursuant to any such law, the Property is required to have flood insurance.

5.2. Representations and Warranties of Purchaser. Purchaser represents, covenants and warrants to and agrees with Seller, as of the Effective Date and as of the Closing, as follows:

(a) Purchaser is a non-profit corporation duly organized and validly existing under the laws of The Commonwealth of Massachusetts;

(b) Purchaser acknowledges that with respect to the physical condition of the Property, the transaction is AS-IS, except as provided in Section 5.1 (l); and

(c) Purchaser has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder (i) have been duly authorized by all requisite action, and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of Purchaser's Bylaws, or, to the best of Purchaser's knowledge, of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Purchaser is a party or by which it is bound.

ARTICLE VI.

DUE DILIGENCE

6.1 Due Diligence.

(a) Commencing upon the Effective Date and continuing for sixty (60) days thereafter (the "Due Diligence Period"), and thereafter if Purchaser does not terminate this Agreement as of the expiration of the Due Diligence Period, Purchaser, its agents, and employees shall have a limited license (the "License") to enter upon the Property for the purpose of making inspections (including without limitation structural, mechanical, utilities, environmental and other inspections) at Purchaser's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times, and after at least 24 hours prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. At Seller's request, Purchaser shall provide Seller (at no cost to Seller) with a copy of the results of any tests and inspections made for Purchaser by any independent contractor or agent (excluding Purchaser's employees and attorneys), all without warranty, representation or reliance. In no event shall Purchaser provide any governmental entity or agency with information concerning the environmental condition of the Property without obtaining Seller's prior written consent thereto, which Seller agrees to provide in the event that Purchaser is required by applicable law to provide such information to a governmental entity or agency. Purchaser shall defend, indemnify Seller and hold Seller, Seller's trustees, officers, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities caused by Purchaser's act or omission during Purchaser's inspection of the Property. The License shall be deemed revoked upon termination of this Agreement.

(b) If Purchaser determines, in its sole discretion, before the expiration of the Due Diligence Period, that the Property is unacceptable for Purchaser's purposes, Purchaser shall have the right to terminate this Agreement by giving to Seller notice of

termination ("Termination Notice") before the expiration of the Due Diligence Period, as the same may be extended in accordance with Section 6.1(a), in which event any deposits made by Purchaser shall be immediately refunded to Purchaser, Purchaser shall immediately return all of Seller's documents to Seller and, except for those provisions of this Agreement which expressly survive the termination of this Agreement, the parties hereto shall have no further obligations hereunder. If Purchaser fails to deliver a Termination Notice to Seller on or before the expiration of the Due Diligence Period, then Purchaser shall be deemed to be satisfied with all aspects of all the Property as of the Effective Date and Purchaser shall be obligated to acquire the Property in accordance with the provisions of this Agreement, it being agreed and understood that the Seller shall not be obligated to correct any condition of the Property (including any noncompliance with any laws or regulations) existing as of the Effective Date of this Agreement.

(c) Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability or fitness for a particular purpose or as to the physical, structural or environmental condition of the Property or its compliance with laws.

The terms and conditions of this Section 6.1 shall survive the Closing.

ARTICLE VII.

CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S PERFORMANCE

7.1. Conditions to Purchaser's Obligations. Purchaser's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions, any or all of which may be waived by Purchaser (the "Contingencies"):

(a) No proceeding for exercise of the power of eminent domain with respect to the Property or any part thereof shall then be pending.

(b) The Property shall be in compliance with all applicable laws and regulations including those relating to zoning, environmental matters, disposal of hazardous waste and safety, in all material respects, for the use by the Purchaser for a residence and service center for U.S. military veterans.

(c) There shall exist no actions, attachments or levies against the Property, assignments for the benefit of creditors, insolvency, bankruptcy, or reorganization pending against Seller.

(d) There shall exist no pending or threatened action, suit or proceeding with respect to Seller before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

(e) Purchaser shall not have delivered a Termination Notice to Seller pursuant to Section 6.1(b) hereof.

(f) The Property shall be served by all necessary utilities and by storm and sanitary sewer facilities connected to municipal or county facilities and all necessary permits for the connection and use thereof shall have been obtained validly and be in existence.

(g) On the Closing Date, no part of the Property shall have been damaged and not repaired or restored to the condition existing on the date of this Agreement, reasonable use and wear and minor insured casualty only accepted.

(h) All of the Seller's material obligations hereunder shall have been fully performed.

(i) The representations, warranties and covenants of the Seller shall be true, accurate and complete in all material respects, when made, and shall be true, accurate and complete in all material respects at and as of the Closing Date, as though such representations, warranties and covenants were made at and as of the Closing Date, and on the Closing Date the Seller shall have delivered to Purchaser or its nominee a certificate to such effect; provided however, that such condition shall not be deemed unfulfilled by reason of any unintentional inaccuracy in any such representations and warranties by Seller unless such inaccuracy relates to a matter which could (i) materially affect the value of the Property, (ii) adversely affect the marketability of the Property, or (iii) prohibit or materially interfere with the use of the Property for the uses contemplated by Purchaser.

(j) Purchaser shall have received site approval for the purchase of the Property from the United States Department of Veterans Affairs, upon terms and conditions satisfactory to Purchaser in all respects.

(k) Purchaser shall have received the following permits and approvals, each in form satisfactory to Purchaser, necessary for Purchaser's intended use of the Property from all Government Authorities having jurisdiction: (i) such approvals as the Purchaser reasonably deems necessary.

With respect to each of conditions (e), (f), (j) and (k), the Purchaser shall as of the date which is thirty (30) days following the expiration of the Due Diligence Period ("Purchaser's Article VII Termination Deadline Date") be deemed to have waived the same unless it delivers a Termination Notice on or before the Purchaser's Article VII Termination Deadline Date. After the Purchaser's Article VII Termination Deadline Date, the only conditions which shall remain outstanding are conditions (a), (b), (c), (d), (g), (h) and (i), and only with respect to matters which arise or changes which occur after the Effective Date. The Purchaser's proceeding to closing shall further be deemed a waiver of default, lack of fulfillment or inadequacy of any such condition. Further, no failure on Seller's part to fulfill any condition set forth in this Article VII shall constitute a default under this Agreement.

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7.2. Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Purchaser is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(a) The representations and warranties of Purchaser contained herein shall be true, accurate and correct in all material respects as of the Closing Date; and

(b) Purchaser shall have delivered the Purchase Price, and other funds required hereunder and all the documents and other items required pursuant to Section 8.2(b), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement to be performed or complied with by Purchaser at or prior to Closing.

ARTICLE VIII.

CLOSING

8.1. Closing Date.

(a) Time and Place. Provided the terms and conditions set forth in this Agreement have been fulfilled, waived or by the Purchaser's Article VII Termination Deadline Date or other time limitation on the assertion of conditions deemed waived, the consummation of the purchase and sale of the Property (the "Closing") shall take place by delivery of documents to the Title Company on the date (the "Closing Date") which is the fifth business day following the Purchaser's Article VII Termination Deadline Date, unless otherwise agreed to in writing. For avoidance of doubt, the Article VII Termination Date is intended not only to be a date by which conditions under Article VII (except with respect to changes arising between the Effective Date and the Closing) shall be deemed waived if no Termination Notice has been delivered, but in addition the parties are agreeing that if as of the Purchaser's Article VII Termination Deadline Date, there remain ANY conditions to Purchaser's obligations which have not been fulfilled, waived or deemed waived, except as set forth in Section 7.1, this Agreement may at the election of the Seller be cancelled, in which case the Seller shall return any deposit and the parties shall have no further obligations to one another except for indemnity, hold-harmless and defense obligations owed to Seller under Section 6.1 (a). On the Purchaser's Article VII Termination Deadline Date, Seller shall be entitled to request and promptly obtain a written statement from Purchaser confirming whether or not all conditions to its obligations to close have been satisfied, waived or deemed waived and in its response, Purchaser may reserve its rights only with respect to matters arising between the Effective Date and the Closing. Nothing in this Section 8.1 (a) shall be deemed to constitute an extension of any deadline otherwise set forth.

(b) Delivery of Documents in Escrow; Title Insurance. The documents required hereunder to be delivered at Closing shall be delivered by Seller and Purchaser into escrow with the Title Company, which shall record or deliver, as appropriate, all documents deposited into escrow hereunder upon the payment of the Purchase Price to the Title Company, and the Title Company shall remit the Purchase Price to Seller upon

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recording of the appropriate documents with the Androscoggin County Registry of Deeds and issuance of a title insurance policy to Purchaser.

8.2. Items to be delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser each of the following items with respect to the Property;

(i) a Quitclaim Deed with Covenant, duly executed by Seller conveying to Purchaser good and clear record and marketable title to the Property subject to the restrictions set forth in Exhibit B attached hereto;

(ii) a Quitclaim Bill of Sale with Covenant, in the form attached hereto as Exhibit B, duly executed by Seller, conveying to Purchaser all personal property used in connection with the Property, if any;

(iii) any documentation required for the completion of form 1099's pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder;

(iv) a Non-Foreign Affidavit for purposes of compliance with Section 1445 (b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder;

(v) a certificate of corporate existence issued by the Secretary of State of the state of Seller's organization;

(vi) such proof of Seller's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individuals executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company;

(vii) any lien affidavits, mechanics' lien indemnifications or other affidavits as reasonably may be requested by the Title Company in order to issue a title insurance policy without exception for any matters other than those which are approved by Purchaser;

(viii) all keys, alarm codes and other access devices for the Property;

(ix) settlement statement duly executed by Seller; and

(x) other items reasonably requested by the Title Company for the sale of the Property in accordance with this Agreement or for administrative requirements for consummating the Closing.

(b) Purchaser. On the Closing Date, provided that all conditions to Purchaser's obligations hereunder have been satisfied or waived by Purchaser, Purchaser

shall deliver or cause to be delivered to Title Company or perform, as applicable, each of the following items with respect to the Property:

- (i) the Purchase Price;
- (ii) a settlement statement executed by Purchaser; and
- (iii) other items reasonably requested by the Title Company for the sale of the Property in accordance with this Agreement or for administrative requirements for consummating the Closing.

8.3. Costs of Closing. Each party shall pay its own costs and expenses, including, without limitation, its ½ of real estate transfer taxes incurred in connection with the transfer of the Property contemplated by this Agreement.

8.4. Prorations. All Impositions and all water and sewer use charges and other utility charges shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. Seller shall be responsible for all Impositions which arise or relate to any period of time prior to or on the Closing Date, and Purchaser shall be responsible for any Impositions which arise and relate to any period of time after the Closing Date. Seller shall cause all of the utility meters to be read on the Closing Date, and will be responsible for the cost of all utilities used prior to or on the Closing Date.

If, on the Closing Date, the amount of any Impositions is not known or has not been determined, an estimate of the apportionment called for herein shall be made on the basis of the information available on the Closing Date, and an appropriate adjustment shall be made when such Impositions are known or determined. If the Impositions which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

The provisions of this Section 8.4 shall survive the Closing.

8.5. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller shall, at the Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Purchaser's attorneys is made at the Closing for prompt recording of all instruments so procured. Seller shall deliver to Purchaser at the Closing a so-called payoff letter from Seller's mortgagee(s) setting forth the amount payable out of the Purchase Price to such mortgagee(s) to discharge its mortgage.

ARTICLE IX.

BROKERAGE COMMISSIONS

9.1. Brokerage Commission. Seller and Purchaser each represent to the other that it has had no dealings with any broker, finder or other party concerning the purchase of the Property. Purchaser and Seller each agree to indemnify, defend and hold the other harmless for,

from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction. The indemnity obligations set forth in this Section 9.1 shall survive the Closing or the termination of this Agreement.

ARTICLE X.

MISCELLANEOUS

10.1. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, postage prepaid, certified or registered mail with return receipt requested, or by delivering the same in person to the party to be notified via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, or by facsimile or other electronic transmission with proof of receipt. Any party giving notice hereunder shall use reasonable efforts to send a copy of any such notice by facsimile or other electronic transmission on the same date as deposited in the mail or given to such delivery service. Notice given in accordance herewith shall be deemed given and shall be effective upon the earlier of actual receipt (including, without limitation, receipt of a facsimile or other electronic transmission) or refusal of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller: Roman Catholic Bishop of Portland,
510 Ocean Ave.
Portland, Maine 04103
Attention: David Twomey
Telephone No.: 207-773-6471
Facsimile No.: 207-773-0182
Email Address: david.twomey@portlanddiocese.org

With a copy to: Robinson, Kriger & McCallum
12 Portland Pier
Portland, ME 04101
Attention: Thomas R. Kelley, Esq.
Telephone No.: 207-772-6565
Facsimile No.: 207-773-5001
Email Address: trk@rkmllegal.com

If to Purchaser: Veterans Inc.
69 Grove Street
Worcester, MA 01605
Attention: Vincent Perrone, President
Telephone No.: 508-791-0956 Ext. 121
Facsimile No.: 508-791-5296
Email Address: vinperrone@veteransinc.org

With a copy to:

Eckert Seamans Cherin & Mellott, LLC
Two International Place
Boston, MA 02110
Attention: Ralph K. Stone, Esq.
Telephone No.: 617-342-6836
Facsimile No.: 617-342-6899
Email Address: rstone@eckertseamans.com

10.2. Seller's Assistance. Seller agrees to cooperate with Purchaser, at no cost to Seller, in a timely and reasonably expeditious manner, in the event that Purchaser should seek any permits, approvals, licenses, consents or permissions in connection with Purchaser's intended use of the Property, and, where necessary and appropriate, agrees to permit the use of Seller's name in connection therewith. Seller shall execute such instruments as Purchaser may reasonably request with reference to any application by Purchaser therefor, whether in the name of Purchaser or Seller or both, Seller hereby consenting to such applications except those that Seller reasonably finds not to be customary or necessary in light of the intended use.

10.3. Off the Market. Except with respect to a sale to Purchaser pursuant to this Agreement, from the Effective Date to the earlier of the Closing Date or the date of termination of this Agreement, Seller will not: (a) accept an offer to purchase or otherwise dispose of the Property or any part or portion of the Property; (b) list for sale or disposition or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition the Property or any part or portion of the Property; (c) negotiate with any person for the sale, encumbrance, or disposition of the Property or any portion of the Property; or (d) distribute or permit to be distributed information relating to the Property.

10.4. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.5. Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and Closing hereunder.

10.6. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. Facsimile or other electronic copies of a signature of any party shall be deemed the same as the original. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

10.7. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

10.8. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

10.9. Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

10.10. Post-closing anti-flip provision. If Purchaser purchases the Property but does not within the subsequent two years develop the Property as a residence and service center for U.S. military veterans, it shall not during that two year period following closing sell or contract to sell, or establish an option to sell or otherwise dispose of or commit to dispose of the Property for consideration in excess of the Purchase Price. This provision shall survive the closing and shall be set forth in the deed to the Property or in a mortgage granted by Purchaser to Seller to secure such obligations, provided that (i) the Seller shall subordinate such obligations to any lender providing financing for development of the Property for the purposes set forth in this Agreement, and (ii) such obligation shall expire by its terms two (2) years after the Closing Date.

10.11. Survival of obligations. No obligations under this Agreement shall survive the closing unless such survival is expressly provided in this Agreement or in a subsequent writing signed by the party charged with an obligation.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Purchase and sale Agreement to be effective as of the Effective Date.

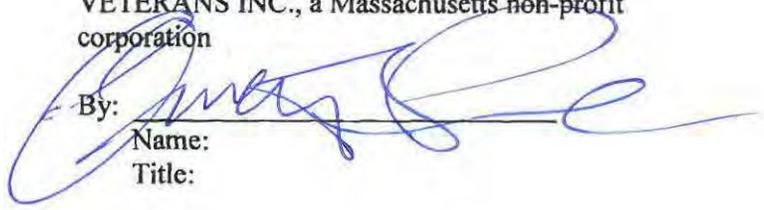
SELLER:

Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine

By: Richard J. Melrose

PURCHASER:

VETERANS INC., a Massachusetts non-profit corporation

By: 

Name:

Title:

EXHIBIT A

PROPERTY DESCRIPTION

393 Main Street, Lewiston, Maine. See attached sketch/map. Legal Description and source deeds to be identified within 15 days after the Effective Date. If Purchaser requires or requests a survey, it may substitute an accurate new surveyed legal description in this Exhibit A, in which case the Seller shall use such description in the conveyance of the Property, provided it can confirm the reasonable accuracy of the new surveyed description.

EXHIBIT B

The above-described premises are conveyed SUBJECT to the restrictions that the Grantee, Grantee's successors and assigns, shall not use the premises in any way relating to:

- 1) counseling regarding or performance of abortions;
- 2) sale or distribution of pornographic materials; or
- 3) erotic displays or activities.

EXHIBIT C

FORM OF QUITCLAIM BILL OF SALE

BILL OF SALE, dated as of the [] day of [], 2012, by Roman Catholic Bishop of Portland, a corporation sole, existing under the laws of the State of Maine, with a Chancery at 510 Ocean Ave., Portland, Maine 04103(the "Seller"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Purchase and Sale Agreement, made as of the [] day of _____, 2012 (the "Agreement"), by and among the Seller and Veterans Inc., a Massachusetts non-profit corporation having a principal place of business at 69 Grove Street, Worcester, Massachusetts ("Purchaser").

Seller, in consideration of the payments provided in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby purchases, accepts and acquires from Seller, all of Seller's right, title and interest, legal and equitable, in and to all of the Personal Property, tangible and intangible, or every kind, character and description, used in connection with the Property, including but not limited to the following (the "Personal Property"):

- a. Tangible Personalty. All the furniture, fixtures, equipment, and other tangible personal property listed on Exhibit A attached hereto, and any additional tangible personal property otherwise located in or on the Property; and
- b. Intangible Personalty. All the right, title and interest of Seller, if any, in and to assignable licenses and permits relating to the operation of the Property, assignable guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property, and plans.

TO HAVE AND TO HOLD all of the Personal Property hereby sold, transferred, assigned, conveyed and delivered unto Purchaser, its successors and assigns, to its, and their own use and behalf forever.

Seller for itself and its successors and assigns has covenanted and by this Bill of Sale does covenant with Purchaser, its successors and assigns, that it, Seller, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, without any additional cost to Seller, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, which are reasonable, for the better assuring, conveying and confirming unto Purchaser, its successors, and assigns, all and singular the entire right, title and interest in the Personal Property hereby sold, transferred, assigned and conveyed as Purchaser, its successors, or assigns, reasonably shall require.

The Property is conveyed "as-is", where is with all faults and without warranty of merchantability or fitness for use.

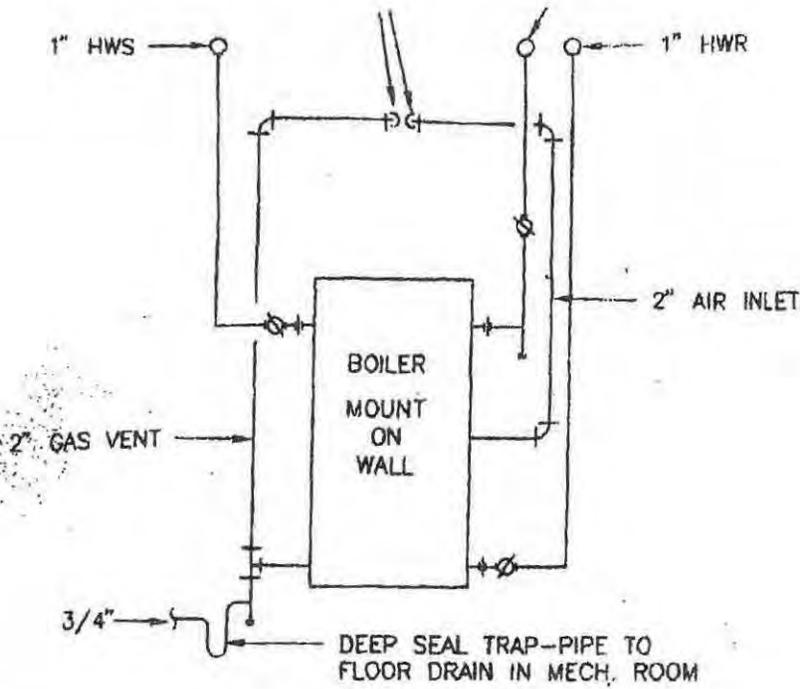
This Bill of Sale and Assignment and the covenants and agreements herein contained shall inure to the benefit of Purchaser, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as an instrument under seal as of the date first above written.

SELLER:

Roman Catholic Bishop of Portland, a corporation sole,
existing under the laws of the State of Maine

By: _____
Name:
Title:

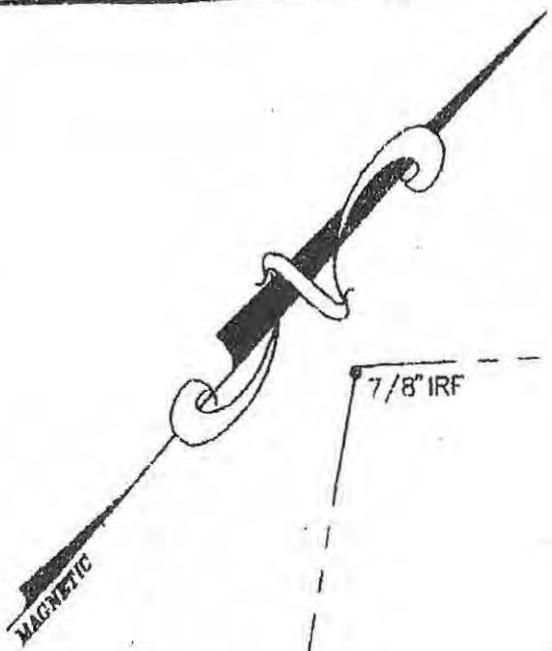


BOILER PIPING SCHEMATIC

BOUNDARY SURVEY AND HYDRONIC SNOW MELT SYSTEM	
SITE IMPROVEMENTS RAINBOW FEDERAL CREDIT UNION LEWISTON MAINE	
	CADD BY: C.A.G. DATE: 7/10/95
	CHECKED BY: B.C.H. JOB NO.: 95-041
<small>410 SUMMER STREET, AUBURN, MAINE 04210 (207) 784-5471</small>	
DRAWING NO. 5 OF 6	

Sketch, part of Exhibit A

HOLLAND STREET

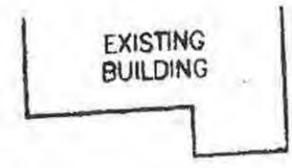


219.60'
N33°00'19"W
1" IPF

7/8" IRF

N44°41'06"E
86.70'

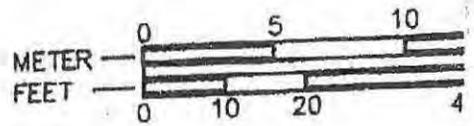
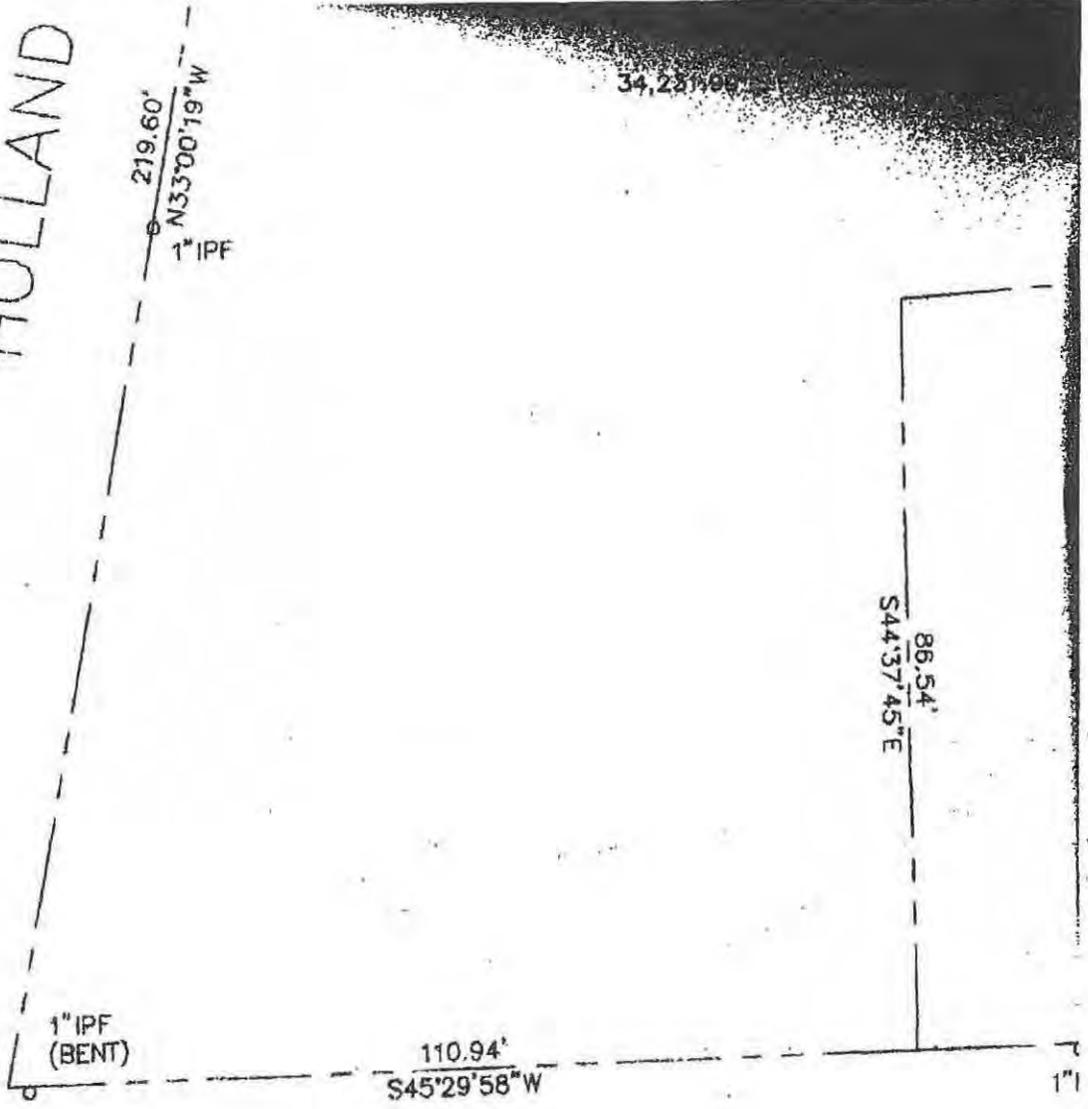
RAINBOW FEDERAL

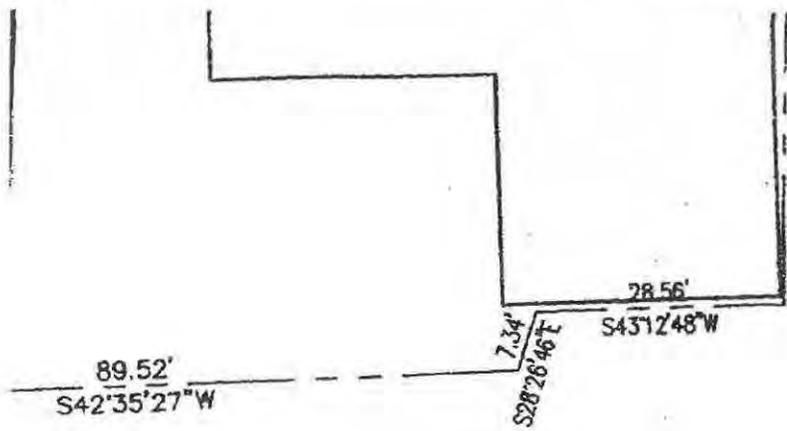


EXISTING
BUILDING

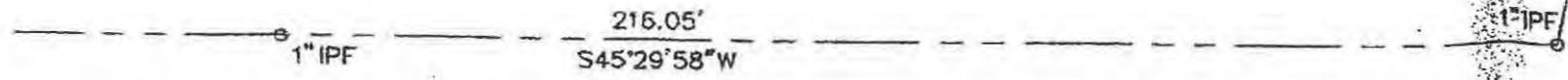
34,231.99 S.F.

HOLLAND





37,178.80 S.F.



OAK STREET



224.92'
S32°21'45"E

FIN.



VETERANS INC.
69 GROVE STREET
WORCESTER, MA 01605

People's United
Bank

51-7218-2211

EZShield™ Check Fraud
Protection for Business

20527

3/13/2012

PAY
TO THE
ORDER OF

Robinson, Kriger & McCallum

\$ **5,000.00

Five Thousand and 00/100***** DOLLARS

Robinson, Kriger & McCallum

TWO SIGNATURES REQUIRED OVER \$500

[Handwritten Signature]

[Handwritten Signature]

AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

⑈020527⑈ ⑆221672186⑆ 001 0026431⑈

VETERANS INC.

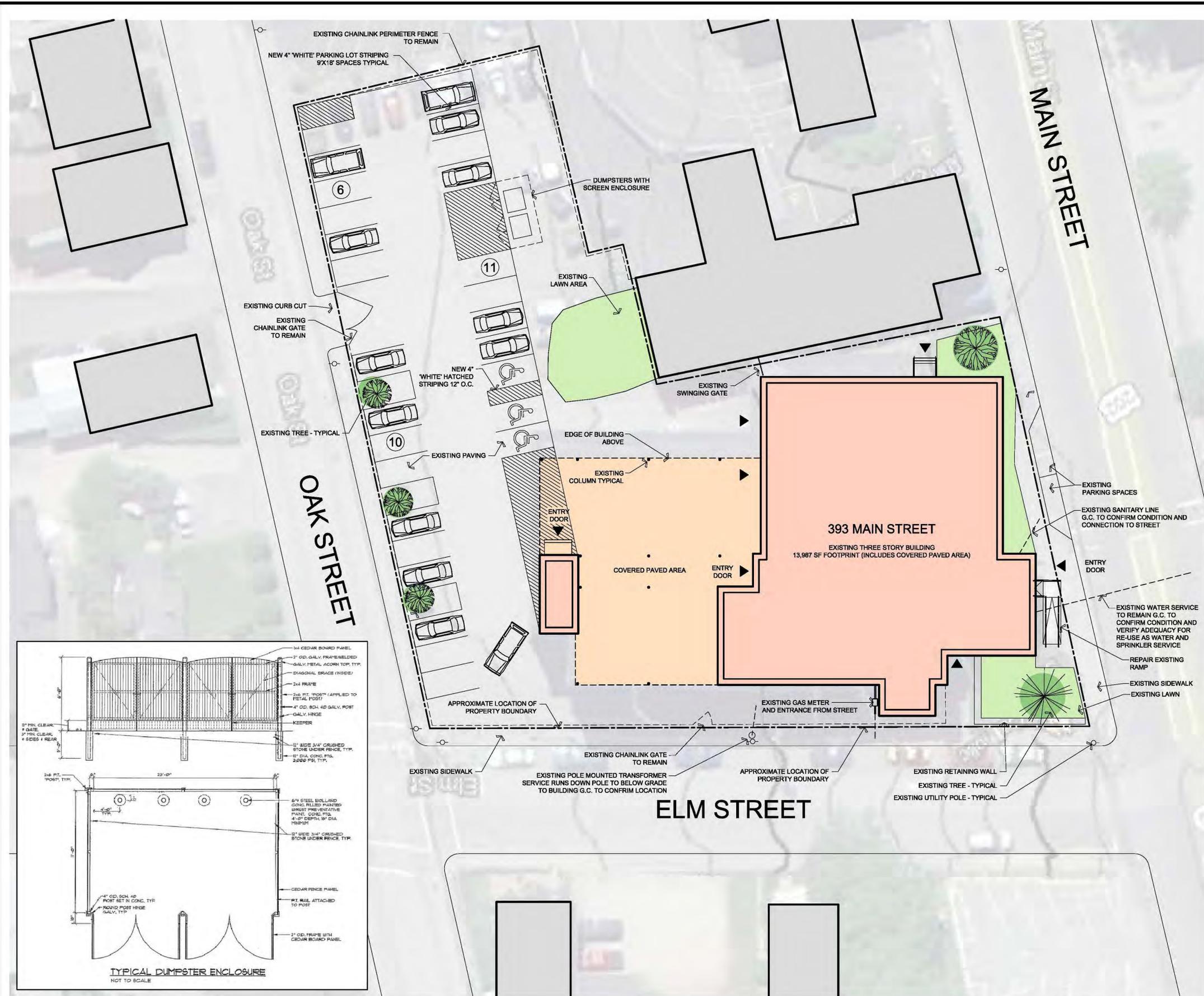
20527

Robinson, Kriger & McCallum
Date Type Reference
3/12/2012 Bill

		3/13/2012		
Original Amt.	Balance Due	Discount	Payment	
5,000.00	5,000.00		5,000.00	
	Check Amount		5,000.00	

Operating Account

5,000.00



ZONING REQUIREMENTS	
ZONE CB: COMMUNITY BUSINESS DISTRICT	
PERMITTED USES: MULTIFAMILY DWELLINGS	
1. MINIMUM LOT SIZE:	NONE
2. MINIMUM NET LOT AREA PER DWELLING	3,000 SF
3. MINIMUM STREET FRONTAGE	100 FT
4. MINIMUM FRONT YARD	15 FT
5. MINIMUM SIDE AND REAR YARD	10 FT
6. MAXIMUM LOT COVERAGE RATIO	0.40
7. MAXIMUM IMPERVIOUS SURFACE RATIO	0.75
8. MINIMUM OPEN SPACE RATIO	0.25
9. MAXIMUM BUILDING HEIGHT	50 FT

PARKING SUMMARY	
MULTIFAMILY DWELLING	
2 SPACES PER THREE BEDROOM UNIT (4 UNITS)	8 SPACES
1.5 SPACES PER ONE AND TWO BEDROOM UNITS (6 UNITS)	9 SPACES
1 SPACE PER EFFICIENCY UNIT (2 UNITS)	2 SPACES
0.2 SPACES PER UNIT FOR VISITORS (11 UNITS)	3 SPACES
5 STAFF MEMBERS TO SERVE THE RESIDENTS	5 SPACES
REQUIRED TOTAL	28 SPACES

PROJECT SUMMARY	
BUILDING FOOTPRINT: (INCLUDES COVERED PAVED AREA)	13,987 SF
LOT SIZE:	0.7576 AC (34,282 SF)
BLDG. FOOTPRINT AS % OF LOT SIZE:	40.8 %
PARKING PROVIDED:	27 SPACES
NO. OF RESIDENTIAL UNITS:	11 UNITS
RESIDENTIAL DENSITY: SITE AREA PER UNIT	3116.5 SF/UNIT

- PROJECT NOTES**
- 1.) THIS SITE PLAN SUBMISSION CREATES 11 DWELLING UNITS WITHIN THE EXISTING BUILDING FOOTPRINT.
 - 2.) THE PROJECT WILL COMPLY WITH THE LANGUAGE IN ARTICLE XIII SECTION 11 REGARDING THE EXPIRATION OF APPROVAL.
 - 3.) THE REMAINING SPACE WITHIN THE EXISTING BUILDING LOCATED AT 393 MAIN STREET WILL BE LIMITED TO USES ACCESSORY TO THE DWELLING UNITS. OFFICE SPACE, STORAGE AND THE USE OF THE EXISTING GYMNASIUM FOR USE BY THE TENANTS OF THE UNITS ARE ALLOWED.

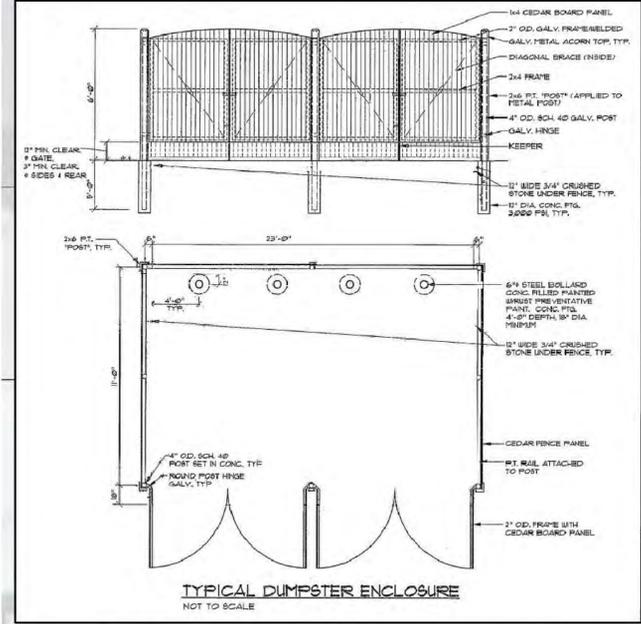
LEGEND

- FOOTPRINT OF EXISTING BUILDING TO BE CONVERTED TO MULTIFAMILY HOUSING
- COVERED AREA EXISTING BUILDING ABOVE
- EXISTING BUILDING ON ABUTTING PROPERTY
- PERVIOUS AREA
- PROPERTY BOUNDARY

GRAPHIC SCALE
(IN FEET)
1 inch = 5 ft.



2 LOCUS MAP NOT TO SCALE



1 SITE PLAN 1/16" = 1'-0"



© 2012 TFH ARCHITECTS

VETERAN'S HOUSING
AT THE FORMER ST. JOSEPH'S SCHOOL
393 MAIN STREET, LEWISTON, MAINE

TFH ARCHITECTS
80 MIDDLE STREET
PORTLAND MAINE 04101
TELEPHONE 207 775 6141
ARCHITECTURE PLANNING

CONSULTANTS:

REVISIONS:

DATE: 05/08/12
PROJECT No. 1121
DRAWN BY: RJS
CHECKED BY: TST
SCALE: AS NOTED

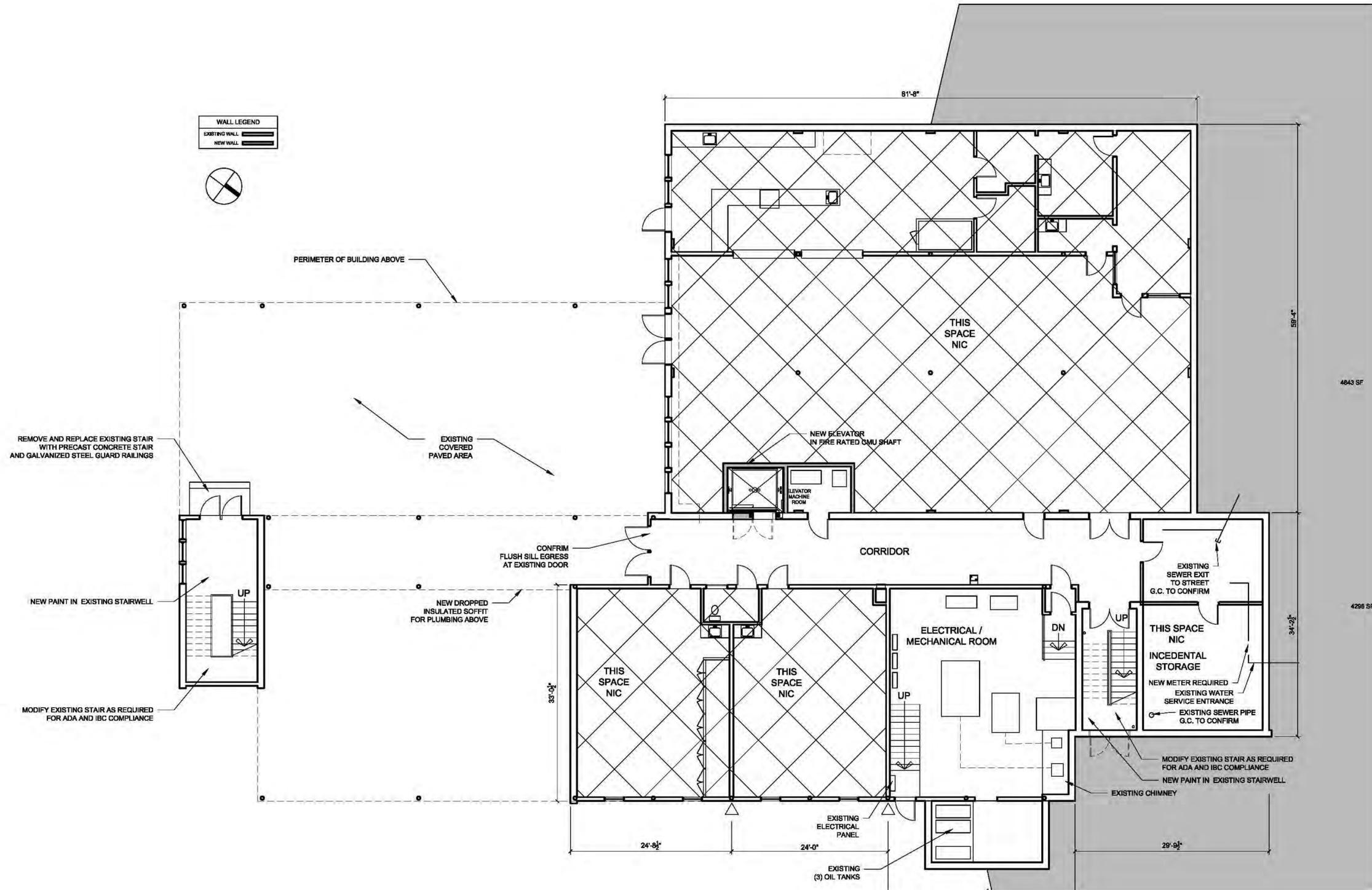
SHEET TITLE:
SITE PLAN

C1.0



HOUSING FOR VETERANS

AT THE FORMER SAINT JOSEPH'S SCHOOL, LEWISTON MAINE



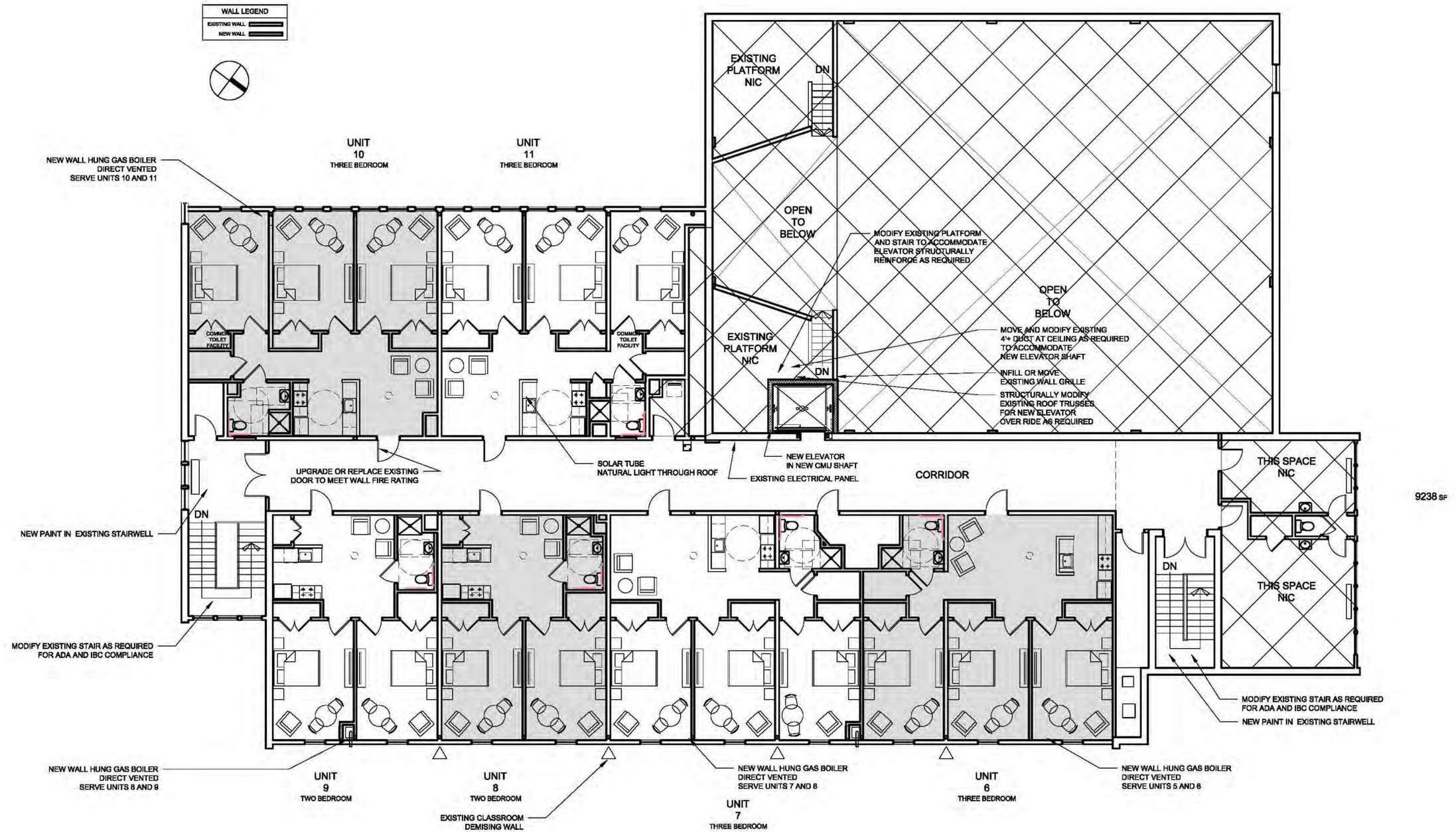
1 LOWER LEVEL PLAN
1/8" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction



HOUSING FOR VETERANS

AT THE FORMER SAINT JOSEPH'S SCHOOL, LEWISTON MAINE



1 UPPER LEVEL PLAN
1/8" = 1'-0"

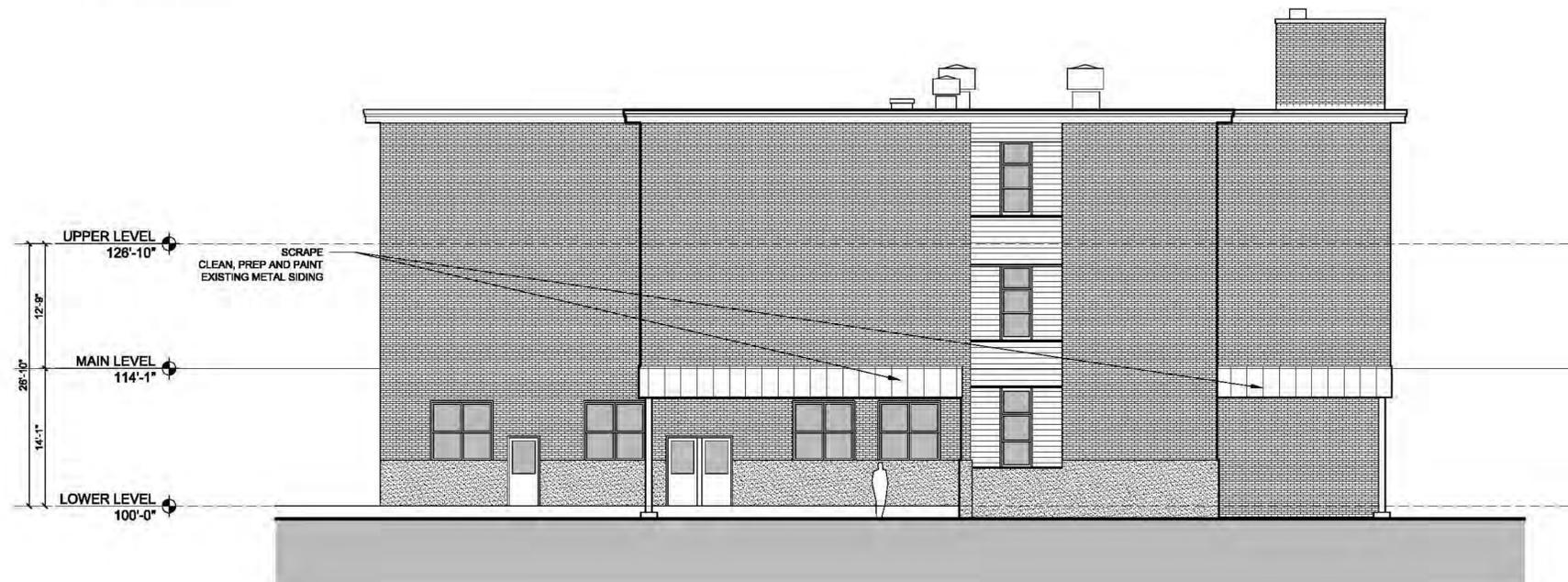


HOUSING FOR VETERANS

AT THE FORMER SAINT JOSEPH'S SCHOOL, LEWISTON MAINE



1 SOUTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction



HOUSING FOR VETERANS

AT THE FORMER SAINT JOSEPH'S SCHOOL, LEWISTON MAINE

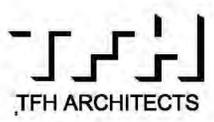


1 NORTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

PROGRESS PRINT ONLY
Not for Construction



APRIL 24, 2012



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: May 10, 2012
RE: May 14, 2012 Planning Board Agenda Item IV(b)

An application submitted by Summit Geoengineering Services, Inc. on behalf of White Rock Distilleries to construct parking for tractor trailers at 33 Saratoga Street.

Summit Geoengineering Services, Inc. on behalf of White Rock Distilleries has submitted an application to construct parking for tractor trailers at 33 Saratoga Street. The site has been designed to accommodate 17 parking spaces. The property at 33 Saratoga Street is part of the 15.08 acres White Rock Distilleries facility located at 21-33 Saratoga Street in the Industrial (I) district and is permitted as a light industrial use. The proposed improvements will help alleviate existing congestion on the White Rock properties and along Saratoga Street where trucks often park.

This project is subject to development review approval from the Planning Board being an amendment to a previously approved plan subject to delegated review authority from DEP for purposes of stormwater and site law. Therefore, this project is being considered pursuant to Article XIII, Section 4 of the Zoning and Land Use Code. The applicant has provided revised applications and site plans addressing staff's initial review comments. Staff notes the following:

- The existing White Rock facility consists of approximately 6.19 acres of existing impervious area. The proposed parking improvements of 34,100 square feet will result in 6.98 acres of total impervious area. The city has delegated review authority from DEP for site law purposes to review projects up to seven acres of impervious area.
- The proposed improvements will result in 10,250 square feet of wetland impacts. The applicant has obtained a permit from DEP to alter said wetlands for construction of the proposed parking area.
- The parking area has been designed for trucks to access the site from Saratoga Street and exiting onto Forestall Street. Directional signs are being proposed prohibiting traffic from making a right turn on to Forestall Street from the new parking area (note: a typo in the application references no left turns being allowed). The applicant is aware of the existing truck traffic limitations on Webster Street. Truck patterns are to remain the same with traffic utilizing Route 196 to gain access to the industrial park.
- The project is subject to a DEP delegated review stormwater permit since it is an amended site law project. The parking lot expansion consists for 50,207 square feet of disturbed area: 34,100 square feet of non-roof impervious area, 16,107 landscaped. The project is located in the Hart Brook watershed, which is regulated by DEP as an impaired watershed. Therefore, in addition to basic stormwater control measures, the applicant must either mitigate or pay a compensation fee for the activity occurring within the watershed. The applicant has decided pay the compensation fee for the proposed

improvements. The applicant, staff, and DEP have been in discussions regarding the fee amount, believed to be \$4,284 (\$3,914 for impervious, \$370 for landscaped areas). Upon the project receiving development review approval, staff will send a copy of the approved plan sheets, a copy of the approved stormwater management plan, and a copy of the calculation used to determine the compensation fee amount to the DEP. They will review the plans and fee calculation and get back to the City with an approval of the fee amount or with an explanation of any fee adjustments they believe are needed. Once White Rock has paid its fee to the city's compensation fee utilization fund and has received a receipt for its payment from the city, construction activity may commence.

- In addition to the DEP stormwater requirements, this project is disturbing an area greater than one acre located in an urbanized area. Therefore, the project is subject to additional post construction stormwater management standards contained in Article XIII, Section 15 of the Zoning and Land Use Code. Specifically, the applicant is required to provide a performance guarantee with respect to the ongoing maintenance, repair, or replacement of the sites stormwater system. The applicant has provided in Appendix C of their application a draft guarantee to be recorded in the Androscoggin Registry of Deeds. Staff recommends as a condition of approval to be noted on the plan that prior to completion of the proposed improvements a performance guarantee has been recorded is provided to the city's satisfaction in accordance with Article XIII, Section 15(e)(3) of the Zoning and Land Use Code.
- Overall, the proposed stormwater design has been reviewed to the City's satisfaction. However, Public Works has number of concerns that remain with the calculations for the design (see May 4, 2012 email from City Project Engineer Ryan Barnes). These comments have been shared with the applicant. Staff is comfortable approving the project with the condition that no signed plans or permits for construction be released or construction activity occur until the stormwater design has been reviewed to the City's satisfaction.
- Review comments from Planning and Code Enforcement have been addressed. Police and Fire expressed no concerns.

Planning and Code Enforcement recommends approval, finding the applicant has addressed the applicable review criteria of the Zoning and Land Use Code, including Article XIII, Section 4 subject to the following conditions:

1. The project is located in the Hart Brook urban impaired watershed. The applicant has decided pay the compensation fee for the proposed site improvements. No signed plans or permits for construction shall be released or construction activities occur until White Rock Distilleries has paid its fee as determined by DEP to the city's compensation fee utilization fund.
2. No signed plans or permits for construction be released or construction activity occur until the stormwater design has been reviewed to the City's satisfaction.
3. A note be added to the plan stating that prior to completion of the proposed improvements a performance guarantee must recorded in the Androscoggin County Registry of Deeds to the city's satisfaction in accordance with Article XIII, Section 15(e)(3) of the Zoning and Land Use Code.

4. Upon completion of the proposed site improvements, written verification by a professional engineer is provided to the city that all stormwater improvements have been completed in accordance with the approved plan.

ACTIONS NECESSARY

1. Make a motion to consider an application submitted by Summit Geoengineering Services, Inc. on behalf of White Rock Distilleries to construct parking for tractor trailers at 33 Saratoga Street.
2. Obtain input on the application;
3. Make a determination that the application is complete;
4. Make a motion finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article XIII, Section 4 of the Zoning and Land Use Code and to grant approval to White Rock Distilleries to construct parking for tractor trailers at 33 Saratoga Street, subject to any concerns raised by the Planning Board or staff.

From: [Ryan Barnes](#)
To: [Bill Peterlein](#); [Kevin Farrar](#)
Cc: [David Hediger](#)
Subject: Whiterock Distilleries 2, 10, and 25 year assessment
Date: Friday, May 04, 2012 1:50:49 PM
Attachments: [Areas.pdf](#)
[Volumes.pdf](#)

Bill,

Looking at your revised drainage calculations for the Whiterock parking lot expansion it appears that there is still a discrepancy in the pre and post development watershed areas, the discrepancy is between 0.13 and 0.60 acres which could change the findings of the drainage study (See PDF title "Area"), the range is because it still is unclear whether some of the areas from the STI report are to be added to the total or not.

Also it appears that the pre and post development volumes in the table in your revised narrative do not match the flows as indicated in the model.

Please provide a table and brief narrative indicating the comparison in areas pre to post showing that they are areas are equal. If they are not equal please revise the calculations to include the additional area, and resize the orifice or pond as necessary to accommodate the increased flows.

Please let me know if you have questions.

Thanks,

Ryan Barnes, PE, CPESC
Project Engineer, Department of Public Works
City of Lewiston, All-America City, 2007
103 Adams Ave.
Lewiston, ME 04240
207.513.3003, Ext. 3422
Fax: 207.784.5647
rbarnes@lewistonmaine.gov
<http://www.ci.lewiston.me.us>
TDD/TTY 207.513.3007

The City of Lewiston is an EOE. For more information, please visit our website @ www.ci.lewiston.me.us (<http://www.ci.lewiston.me.us/>) and click on the Non-Discrimination Policy.

Post development FINAL

Prepared by {enter your company name here}

Printed 4/26/2012

HydroCAD® 8.50 s/n 001406 © 2007 HydroCAD Software Solutions LLC

Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
2.410	58	Meadow, non-grazed, HSG B (1)
1.980	60	Woods, Fair, HSG B (1)
1.150	71	Meadow, non-grazed, HSG C (1)
0.260	73	Woods, Fair, HSG C (1)
1.190	78	Meadow, non-grazed, HSG D (1,4)
0.920	79	Woods, Fair, HSG D (1)
1.090	80	>75% Grass cover, Good, HSG D (1,4)
0.730	98	Pavement (2,3)
0.110	98	Pond (3)
0.860	98	Roof Pavement (1)
1.430	98	Roof and pavement (4)
12.130		TOTAL AREA

PREDEVELOPMENT AREA ~~ACRES~~ = 12.728 AC

POSTDEVELOPMENT AREA DECREASED BY = 0.598 AC

<u>PRE (STI)</u>	<u>POST (SUMMIT)</u>
1s - 12.260	1s - 8.850
2s - 0.427	2s - 0.310
3s - 0.041	3s - 0.530
<u>12.728 AC</u>	4s - 2.440
	A* - 0.427
	B** - 0.041
	<u>12.598</u>

* A = 2s From STI
 ** B = 3s From STI

The hydrocad model for Reach 1 should be rerun with the new T_c as this will likely change the postdevelopment runoff volumes. The current calculations indicate that the culvert is undersized and could cause water to back up onto the adjacent properties; the revised calculations should be checked to verify that this isn't going to occur, as it could cause erosion to the corner of the building.

The culvert in question (Reach 1) was up-sized from 18" to 21". The revised watershed computations and the revised "Post-Development Watershed Map" are attached for more information.

The post-development stormwater computations have been revised as suggested, specifically the T_c flow paths associated with Watershed #1. This revision increased the total post-development peak flow rates to at or slightly above the pre-development peak flow rates. The wet pond orifice was modified to bring the resulting post development peak flow rates to at or below the pre-development flow rates.

POST DEVELOPMENT PEAK RUNOFF			
Subwatershed	2 Year	10 Year	25 Year
1	5.17 ✓	14.17 ✓	19.31 ✓
2 & 3 (Pond)	0.42 ✓	0.71 ✓	1.12 ✓
4	2.67 ✓	4.61 ✓	5.59 ✓
A & B (Pond 3P)*	0.40 ✓	0.80 ✓	0.90 ✓
TOTAL	7.50	17.73	22.77

Pre

8.66 20.29 26.92

A comparison of the Predevelopment and Post development peak flow rates is summarized in the following table.

TABLE 1 STORMWATER RUNOFF SUMMARY			
Storm Event	2 yr	10 yr	25 yr
Predevelopment	8.5 ✓	20.5 ✓	27.0 ✓
Post Development	8.6 8.7 ✓	20.3 ✓	26.9 ✓

The revised Sheet 2 and Hydrocad computations are attached.

Development Review Application

**Parking Lot Expansion
White Rock Distilleries
Lewiston, Maine**

Prepared for:

White Rock Distilleries
21 Saratoga Street
Lewiston, ME 04240

Prepared by:

Summit Geoengineering Services, Inc.
Project #11158
January 2012



Development Review Application

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



14

PROJECT NAME: TRACTOR TRAILER PARKING AREA - WHITE ROCK DISTILLERIES

PROPOSED DEVELOPMENT ADDRESS: 33 SARATOGA ST. - LEWISTON

PARCEL ID#: TAX MAP 95, LOT 10

REVIEW TYPE: Site Plan/Special Exception Site Plan Amendment
 Subdivision Subdivision Amendment

PROJECT DESCRIPTION: PROVIDE A NEW 17 SPACE TRACTOR TRAILER PARKING AREA TO ACCOMMODATE EXPANDING BUSINESS DEMANDS.

CONTACT INFORMATION:

Applicant ANDY CARRIER
Name: WHITE ROCK DISTILLERIES
Address: 21 SARATOGA ST.
Zip Code: 04240
Work #: 1-800-287-6462
Cell #: NA
Fax #: 207-783-8409
Home #: NA
Email: ALCARRIER@WHITEROCKDISTILLERIES.COM

Property Owner SAME
Name: _____
Address: _____
Zip Code: _____
Work #: _____
Cell #: _____
Fax #: _____
Home #: _____
Email: _____

Project Representative

SUMMIT GEOTECHNICAL SERVICES
Name: BILL PETERLEIN
Address: 640 MAIN ST.
Zip Code: 04240
Work #: 207-576-3313
Cell #: SAME
Fax #: 207-795-6128
Home #: NA
Email: BPETERLEIN@SUMMITGEOTECH.COM

Other professional representatives for the project (surveyors, engineers, etc.).

Name: _____
Address: _____
Zip Code: _____
Work #: _____
Cell #: _____
Fax #: _____
Home #: _____
Email: _____

Zoning Summary

1. Property is located in the INDUSTRIAL zoning district.
2. Parcel Area: 15.08 acres / 656,884 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>NA</u>	<u>-</u>
Street Frontage	<u>NA</u>	<u>-</u>
Min Front Yard	<u>25'</u>	<u>25'</u>
Min Rear Yard	<u>NA (CO-MINGLED)</u>	<u>-</u>
Min Side Yard	<u>10'</u>	<u>37'</u>
Max. Building Height	<u>NA</u>	<u>NA</u>
Use Designation	<u>NA</u>	<u>NA</u>
Parking Requirement	1 space/ per <u>NA</u> square feet of floor area	
Total Parking:	<u>NA</u>	<u>NA</u>
Overlay zoning districts (if any):	<u>NA</u>	<u>NA</u>
Urban impaired stream watershed?	YES/NO If yes, watershed name <u>HART (AKADILL) BROOK</u>	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

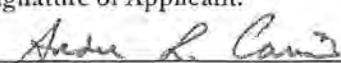
Refer to the application checklist for a detailed list of submittal requirements.

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance
Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: 	Date: <u>2/28</u>
--	----------------------

Development Review Checklist
 City of Auburn Planning and Permitting Department
 City of Lewiston Department of Planning and Code
 Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE
 SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: TRACTOR TRAILOR PARKING AREA - WHITE ROCK DISTILLERIES

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 33 SARATOGA ST. TM95, LOT 10

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	X			
	Names of Development	X			
	Professionally Prepared Plan	X			
	Tax Map or Street/Parcel Number	X			
	Zoning of Property	X			
	Distance to Property Lines	X			
	Boundaries of Abutting land	X			
	Show Setbacks, Yards and Buffers	X			
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	N/A			
	Drive Openings/Locations	X			
	Subdivision Restrictions	N/A			
	Proposed Use	X			
	PB/BOA/Other Restrictions				
	Fire Department Review				
	Open Space/Lot Coverage				
	Lot Layout (Lewiston only)				
	Existing Building (s)				
	Existing Streets, etc.				
	Existing Driveways, etc.				
	Proposed Building(s)				
	Proposed Driveways				
Landscape Plan					
	Greenspace Requirements				
	Setbacks to Parking	X			
	Buffer Requirements				
	Street Tree Requirements	X			
	Screened Dumpsters	N/A			
	Additional Design Guidelines				

	Planting Schedule				
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	X			
	Show Existing Surface Drainage	X			
	Direction of Flow	X			
	Location of Catch Basins, etc.	X			
	Drainage Calculations	X			
	Erosion Control Measures	X			
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan	X			
	Inspection/monitoring requirements	X			
	Third Party Inspections (Lewiston only)				
Lighting Plan					
	Full cut-off fixtures	X			
	Meets Parking Lot Requirements	X			
Traffic Information					
	Access Management	N/A			
	Signage	X			
	PCE - Trips in Peak Hour	N/A			
	Vehicular Movements	N/A			
	Safety Concerns	N/A			
	Pedestrian Circulation	N/A			
	Police Traffic	N/A			
	Engineering Traffic	N/A			
Utility Plan					
	Water	N/A			
	Adequacy of Water Supply	N/A			
	Water main extension agreement	N/A			
	Sewer	N/A			
	Available city capacity	N/A			
	Electric	N/A			
	Natural Gas	N/A			
	Cable/Phone	N/A			
Natural Resources					
	Shoreland Zone	N/A			
	Flood Plain	N/A			
	Wetlands or Streams	X			
	Urban Impaired Stream	X			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	X			
	No Name Pond Watershed (Lewiston only)	N/A			

	Lake Auburn Watershed (Auburn only)	N/A			
	Taylor Pond Watershed (Auburn only)	N/A			
Right Title or Interest					
	Verify	X			
	Document Existing Easements, Covenants, etc.				
Technical & Financial Capacity					
	Cost Est./Financial Capacity	X			
	Performance Guarantee				
State Subdivision Law					
	Verify/Check	N/A			
	Covenants/Deed Restrictions	N/A			
	Offers of Conveyance to City	N/A			
	Association Documents	N/A			
	Location of Proposed Streets & Sidewalks	N/A			
	Proposed Lot Lines, etc.	N/A			
	Data to Determine Lots, etc.	N/A			
	Subdivision Lots/Blocks	N/A			
	Specified Dedication of Land	N/A			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)	N/A			
	Multi-Unit Residential Development (Lewiston only)	N/A			
	Mobile Home Parks	N/A			
	Private Commercial or Industrial Subdivisions (Lewiston only)	N/A			
	PUD (Auburn only)	N/A			
A jpeg or pdf of the proposed site plan					
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					

INTRODUCTION

White Rock Distilleries is proposing to construct a tractor trailer parking area at their facility on Saratoga Street within the Lewiston Industrial Park. This project will require the following permit applications.

- City of Lewiston Development Permit
- MDEP Stormwater Permit
- Site Location of Development Permit
- NRPA Permit for wetland disturbance

This narrative includes the information required for the first two aforementioned permits. Information required for the Site Location Permit is presented in Appendix G. The NRPA application has been submitted separately to the MeDEP and is not included herein.

Project Overview

The parking area will have 17 spaces large enough to accommodate full sized tractor trailers. The need for this parking area has come about due to increasing business and a lack of space on-site to park tractor trailers. The parking area will be constructed adjacent to Forrestal Street, behind the employee parking area that was permitted in 2008. The area to be used is the only remaining vacant area at the facility.

Construction Schedule

Construction is expected to begin once final approvals are granted. White Rock hopes to have the project completed before the end of the 2012 construction season.

Title, Right, Interest

Deeds for the property, showing White Rock Industries as the owner, are included in Appendix A. The facility is 15.08 acres and includes parcels 10, 11 & 12 on Tax Map 95.

WETLANDS

The parking area has been sized to result in 10,250 square feet of wetland alteration. This, when combined with the 2008 parking area results in 14,350 square feet of wetland alteration which requires an application to the Maine Department of Environmental Protection (MDEP) for a “Tier 1 Freshwater Wetland Alteration” under the rules of the National Resource Protection Act (NRPA) which is included herein.

TRAFFIC

This project will not generate any additional traffic to and from the site. Due to the tight confines and current configuration of buildings and pavement on the site, delivery tractor trailer trucks will often park along Saratoga Street. The proposed parking area will alleviate this situation and improve congestion and traffic flow within the facility by freeing-up other areas on the site that trucks are currently parked. The parking area will have a one-way traffic flow exiting onto Forrestal Street. No left turns will be allowed onto Forrestal Street. This will be indicated with signs. All truck traffic patterns to and from Route 196 and the Maine Turnpike will remain the same.

STORMWATER

The proposed new impervious area created by the project is approximately 34,100 square feet and the total disturbed area is 50,200 square feet. For these areas current City and State regulations require consideration of Basic, General, and Flooding standards. Each of these areas of consideration are discussed below. Since the project is in the Hartt Brook watershed the Urban Impaired Stream (UIS) standards are also required. For this project, the UIS will be met through a compensation fee to be agreed upon by the City and Maine DEP.

Basic Standards

The following elements are included in the Basic Standards submission:

- General practices.
- Temporary erosion and sediment control measures.
- Temporary erosion and sedimentation control measures.
- Temporary mulch/vegetation.

- Permanent seeding.
- Dust control.
- Inspection and maintenance.
- Housekeeping.

Information on each of these elements is presented in Appendix C. Included are inspection and maintenance forms for during construction and post construction, a City of Lewiston Annual Stormwater Management Facilities Certification Form, and a Post Construction Stormwater Management Plan performance guarantee document.

General Standards

General Standards for the Project will be met through the construction of a wet/detention pond. The new parking lot has been designed with curbing such that all stormwater from the new parking lot flows into the wet pond. Runoff from non-paved and undisturbed areas is diverted around the new wet pond. Refer to Figure SW-1 in Appendix E, Flooding Standards Submission. The permanent pool volume provided by the pond exceeds the requirement of 1.5 inches times the subcatchments impervious area and 0.6 times the non-impervious developed area. The minimum volume of the wet pond, based on a total new impervious area 34,100 square feet and a non-impervious developed area (pond area above from the top of the berm to the permanent pool) of 2,580 square feet, is 4,400 cubic feet. The actual volume is approximately 7,100 cubic feet. The mean depth of the wet pond is 5,180 sq ft (volume at one foot below the permanent pool) divided by 1,694 (area at one foot below the permanent pool) or 3.06 feet. The permanent pool will be excavated into low permeability silty soils and leakage will not be an issue. The underdrain outlet trench, pond slopes, and other aspects of the pond have been designed in accordance with Chapter 4, Wet Ponds, of Volume III BMPS Technical Design Manual. Hand computations are included in Appendix D. A plan, cross section, details and notes for construction of the wet pond are included in Appendix F.

Flooding Standards

The project consists of the construction of 32,962 sq. ft. of impervious area consisting of a paved parking lot and driveways. Construction of this and the storm water detention pond will result in a total of 50,207 sq. ft. of disturbed area.

The property is located on Saratoga Street in Lewiston, Maine. Appendix B includes a USGS 7.5 minute map which shows the location of the site. The property has a total area of 15.08 acres. The site is mostly developed. The proposed parking area is on the only remaining significant vacant portion of the site. The vegetation at the proposed parking area portion of the site consists of tall grass, brush, and saplings.

Surface water flow at the site is generally from the southeast to the northwest. The ground surface slopes at grades of 3% to 5% across the site. The soil at the proposed parking area portion of the site, as mapped by the USDA Soil Conservation Service consists of Buxton silt loam, BuB2. This soil is classified as hydrologic soil group D.

The existing site runoff peak quantities were taken from the post developed condition modeled by Sebago Technics in a stormwater permit application prepared for the Maine DEP in 2008 for construction of a parking lot. The watershed map from this study is included in Appendix E under Predevelopment Runoff. The Hydrocad output from this model is also included in Appendix E. This model represents the as-built conditions. No changes to the property affecting the stormwater model have been made since construction of the parking lot.

The stormwater runoff from the site after construction of the new parking lot and pond is shown on the attached Sheet SW-1. The model consists of four separate subwatersheds from which surface water flows to the Design Point at the outlet from the wet pond. The stormwater flow from subwatershed 1 is diverted around the new pond with the installation of a new 18" RCP. Stormwater from subwatersheds 2 and 3 is directed to the new wet pond. Outflow from the pond is controlled by an outflow structure. The pond storage above the permanent pool is sized to detain the peak stormwater runoff flows from the parking lot. An emergency spillway is provided at the location shown on the construction drawings. The spillway is sized to allow the entire 100 year storm event flow to pass while maintaining a 1 foot minimum distance from the top of the berm to the water surface. This computation, performed in the Hydrocad model, is included in Appendix D. Runoff from subwatershed 4 is shown conservatively flowing to the Design Point. The stormwater from subwatersheds A and B were not included in our model

since they are downstream of our Design Point. The flow from these subwatersheds is, however, included in the predevelopment peak quantities and added to the post-development peak quantities so that all surface water leaving the site is accounted for. The ground cover and drainage paths for each of the subwatersheds were verified by observations and mapping performed at the site.

The peak runoff and associated flow volumes were computed using Hydrocad v8.0. The model resulted in the following peak flow rates exiting the site.

POST DEVELOPMENT PEAK RUNOFF			
Subwatershed	2 Year	10 Year	25 Year
1	4.12	11.25	14.28
2 & 3 (Pond)	0.31	1.07	2.00
4	2.67	4.61	5.59
A & B (Pond 3P)*	0.40	0.80	0.90
TOTAL	7.50	17.73	22.77

* Taken from 2008 Sebago Technics Stormwater Permit Application

A comparison of the Predevelopment and Post development peak flow rates is summarized in the following table.

TABLE 1 STORMWATER RUNOFF SUMMARY			
Storm Event	2 yr	10 yr	25 yr
Predevelopment	8.5	20.5	27.0
Post Development	7.5	17.7	22.8

In all cases the post developed flow rate is less than the pre-developed flow rate and therefore the project meets the Flooding Standards.

EROSION AND SEDIMENTATION CONTROL

Erosion and sedimentation control will be required during construction and after the site has been stabilized. Erosion and sedimentation control will consist of the following:

- A) Silt fence along all down-gradient sides of the proposed parking area.
- B) Hay blankets will be placed on all slopes steeper than 3' horizontal to 1' vertical.
- C) A stabilized construction entrance will be placed at the entrance to the site.

These items are all shown on the attached Detail Sheet for this project (Sheet 2). Additional E&S control measures are included in Appendix C, Basic Standards Submission.

LANDSCAPING PLAN

The owner proposes to extend the line of street trees, which were part of the 2008 parking area project, along Forrestal Street past the proposed project. The same type of deciduous tree will be used. The trees (6) will be spaced about 50 feet apart and are shown on the Topographic Site Plan for this project (Sheet 1).

LIGHTING

The proposed parking area will be lit by two exterior pole mounted lights. The poles and lights to be used will match the type used for the 2008 parking area project.

APPENDIX A
RIGHT, TITLE & INTEREST (DEEDS)

WARRANTY DEED

John F. Campbell, of Palm Beach Gardens, County of Palm Beach and State of Florida, for consideration paid, grants to **White Rock Distilleries, Inc.**, a Maine corporation with a mailing address at 21 Saratoga Street, Lewiston, Maine 04240, with **Warranty Covenants**, the land, together with any buildings thereon, situated in Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

Being lots 30 and 31 as delineated on a Plan of Land entitled "Lewiston Industrial Park", Revision #1, dated April 7, 1978 and recorded in the Androscoggin County Registry of Deeds, Book of Plans, Book 28, Page 49.

Being the same premises conveyed to John F. Campbell by deed of R & C Associates, Michael C. Reed and John F. Campbell dated November 19, 1987 and recorded at Book 2179, Page 343 of the Androscoggin County Registry of Deeds.

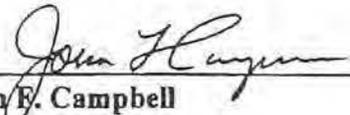
The premises are conveyed subject to certain Land Use Restrictions as more particularly described in a deed from Lewiston Industrial Park, Inc. to JBJ Realty dated April 18, 1980 and recorded at Book 1455, Page 345 of said Registry, and in a deed from Lewiston Industrial Park, Inc. to Reed Paper Co., Inc. dated December 21, 1982 and recorded at Book 1615, Page 155 of said Registry.

Witness my hand and seal this 26th day of November, 2003.

MAINE REAL ESTATE
TRANSFER TAX PAID



Witness

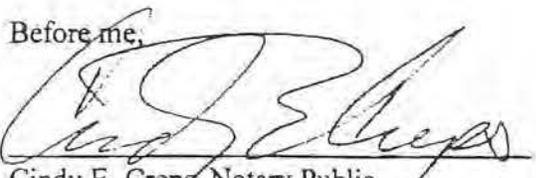


John F. Campbell

State of Maine
Androscoggin, SS.

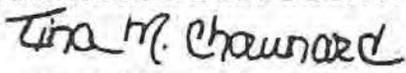
November 26, 2003

Then personally appeared the above-named **John F. Campbell** and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Cindy E. Creps, Notary Public
My Commission Expires: May 13, 2007



ANDROSCOGGIN COUNTY

REGISTER OF DEEDS

LEWISTON INDUSTRIAL PARK, INC., a corporation organized and existing by law, with a place of business in Lewiston, County of Androscoggin, State of Maine,
 (corporation) for consideration paid, grant to WHITE ROCK DISTILLERIES, INC.

of Lewiston, County of Androscoggin, State of Maine
 with Warranty Covenants
 the land in Lewiston, Androscoggin County, State of Maine.

A certain lot or parcel of land, situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Being Lots numbered 32, 33 and 34 as shown on a plan of Lewiston Industrial Park, Inc. Revision #2 recorded in the Androscoggin County Registry of Deeds, Book of Plans, Book 33, Page 6.

The within Grantee by acceptance of this deed and as a part of the consideration hereto does hereby COVENANT and AGREE for itself, its successors and assigns, that it will hold said premises upon the following restrictions. Each of the restrictions shall be binding for a period of twenty-five (25) years from the date hereof, but during said period any or all of the said restrictions may be waived, abandoned, terminated or modified upon the written agreement of the Lewiston Industrial Park, Inc. (being the owner which originally imposed such restrictions and the owners or lessees of not less than seventy-five (75) percent of the land included within Lewiston Industrial Park, as shown on said plan, which land has been purchased and sold since June 1, 1975, the date of adoption of such restrictive covenants, and such waiver, abandonment, termination, or modification shall become effective when a copy thereof has been duly filed in the Androscoggin County Registry of Deeds.

(1) LAND USE: Said premises shall be used for industrial or commercial uses only, but the specific industrial or commercial use to be made of same must be approved in writing by the Directors of Lewiston Industrial Park, Inc. or its successors in title, such approval in no case to be unreasonably withheld. Execution and delivery of deed to within premises shall constitute conclusive proof of such approval as to the initial use thereof. Thereafter, no other use of said premises shall be made which would result in noxious emission of smoke or fumes or in excessive noise, or which would adversely affect the external appearance of said premises or any building thereon.

(2) SITE PLAN: No utility installations, no ditching, clearing, grading or construction of buildings shall be done until the Lewiston Industrial Park, Inc. approves a site plan showing location of structures, location of access roads or driveway, structure size, structure elevations and structure design, which approval shall not be unreasonably withheld. The Lewiston Industrial Park, Inc. will approve or disapprove such plan within thirty (30) days after they have received it. Approval or disapproval shall be in written form addressed to the developer stating, in the case of disapproval, the corporation's objections to such plan. Failure to approve or disapprove the site plan within thirty (30) days constitutes approval. Subsequent amendments to such plan must be approved by the Lewiston Industrial Park, Inc.

(3) MAXIMUM BUILDING AREA: No structure or aggregate of structures shall occupy more than one-third (1/3) of the lot area.

(4) BUILDING SETBACK: No structure shall be located within seventy (70) feet of the front lot line, or within thirty (30) feet of the side and rear lot lines. For the purpose of these conditions, any street lot line shall be considered a front lot line. Building setback requirements in future in addition to conventional methods of modification may be modified by Lewiston Industrial Park, Inc. (or its successors or assigns) within the following limit for unique building requirements or for topographical reasons provided the consents of all abutting property owners be obtained in any such case: Setback with respect to front line may be reduced to fifty (50) feet and setbacks with respect to side and rear lot lines may be reduced to twenty (20) feet but in no case shall any setback be reduced below applicable zoning requirements of the City of Lewiston, Maine.

(5) SIGNS: Signs shall be restricted to identifying uses or articles produced or services rendered on the premises. Signs shall be limited to four (4) square feet of area for every foot of street frontage to a maximum of three hundred (300) square feet for each premises. Sign height shall be less than twenty (20) feet and no sign shall have animated display parts or flashing lights.

MAINE REAL ESTATE
 TRANSFER TAX PAID.

(6) STORAGE: All outdoor, above ground storage shall be screened from the street by either the building or a substantially sight-impervious screen of planting or fencing. Vehicles regularly used in the operation of an approved industrial or commercial use shall not require screening.

(7) LANDSCAPING: Unused areas of the site shall be attractively landscaped with lawn, trees or shrubs and thereafter maintained in a well-kept condition.

(8) PERFORMANCE STANDARDS: All industry shall conform to minimum environmental quality standards as established by the State Department of Environmental Protection. Additionally, development shall comply with all State and municipal regulations, ordinances and laws.

(9) If, after two (2) years from the execution date of sale agreement on the property the purchaser shall not have begun in good faith the construction of an acceptable building upon said property, the Lewiston Industrial Park, Inc. shall have the option to refund the purchase price and enter into possession of said property and purchaser will reconvey any and all interest in said property by warranty deed free and clear of all encumbrances. Additionally, prior to any sale of said property within ten (10) years, the owner of such tract, its successors or assigns, shall notify the Lewiston Industrial Park, Inc. in writing, registered mail, of his intentions to sell, describing the premises to be sold and the Lewiston Industrial Park, Inc. shall have for thirty (30) days from the date of receipt of such notice, an option to purchase said property at the same price as shall have been offered for same on a bona fide basis. Failure, on the part of the Lewiston Industrial Park, Inc. within said thirty (30) day period to notify in writing, the owner, of its election to exercise said option shall free such owner to sell such premises to any person at a price not less than the price stated in the first refusal offer to Lewiston Industrial Park, Inc. Any such sale must be completed within one year of the expiration date of the first refusal option given to Lewiston Industrial Park, Inc. Lewiston Industrial Park, Inc. shall have the option to reacquire property on which the purchaser shall not have begun in good faith the construction of an adequate building on such property, that is offered on a first refusal basis, by refunding the purchase price. The term sale as used in this paragraph shall not include a conveyance made by the grantee herein to any member of his family or to a trust created for himself or any member of his family or to any corporation of which he or his spouse own at least twenty-five (25) percent of the outstanding stock and the term sale shall not include any mortgage given by any grantee on the premises herein conveyed, and further shall not include any foreclosure thereof by foreclosure sale, deed in lieu of foreclosure, or by any other lawful foreclosure proceeding, but after completion of any of the foregoing transaction, the above restriction will again apply.

The within premises are also conveyed subject to pole line easement in favor of Central Maine Power Company more particularly described in deed recorded in said Registry in Book 392, Page 214.

REGISTER

BK2333 PG267

IN WITNESS WHEREOF, the said LEWISTON INDUSTRIAL PARK, INC., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by MARTIN F. MORGAN, JR. its TREASURER thereunto duly authorized this 31ST day of OCTOBER, 1988,

ATTEST:

RECEIVED
NOV - 1 1988
9 A.M. - M.A.M.

NOTARIAL PUBLIC STATE OF MAINE
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.

NOTARIAL PUBLIC STATE OF MAINE

Witnessed by hand and seal this 31st day of October 1988
LEWISTON INDUSTRIAL PARK, INC.
BY Martin F. Morgan, Jr.
MARTIN F. MORGAN, JR.

The State of Maine

ANDROSCOGGIN, ss.

Oct 31, 1988

Then personally appeared the above named Martin F. Morgan, Jr

SEAL

and acknowledged the foregoing instrument to be his free act and deed, in his said capacity and the free act and deed of said corporation.

Before me, Wanda P. Calder
Justice of the Peace - Allegany of Maine - Notary Public
My commission expires Sept 22, 1990 Wanda P. Calder

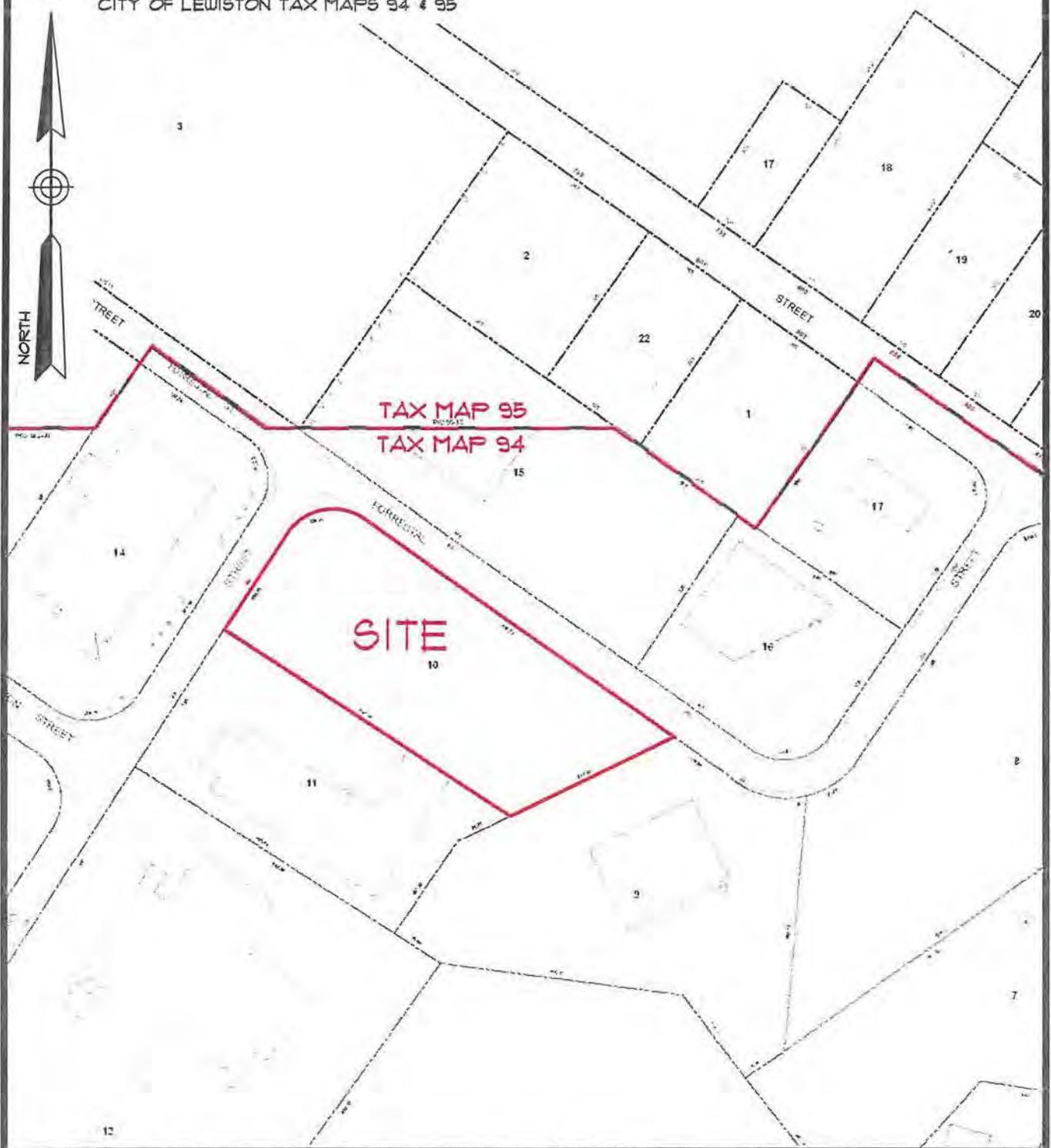
Vertical text on the right margin, possibly a date or reference number.

APPENDIX B
SITE MAPS

N

MAP REFERENCE

CITY OF LEWISTON TAX MAPS 94 & 95



LEWISTON TAX MAP
NEW TRUCK PARKING AREA
33 SARATOGA STREET - LEWISTON, MAINE

PREPARED FOR
WHITE ROCK DISTILLERIES, INC.

640 MAIN STREET
LEWISTON, ME 04240

Tel.: (207) 318-7761
Fax: (207) 629-9094
www.summitgeoeng.com

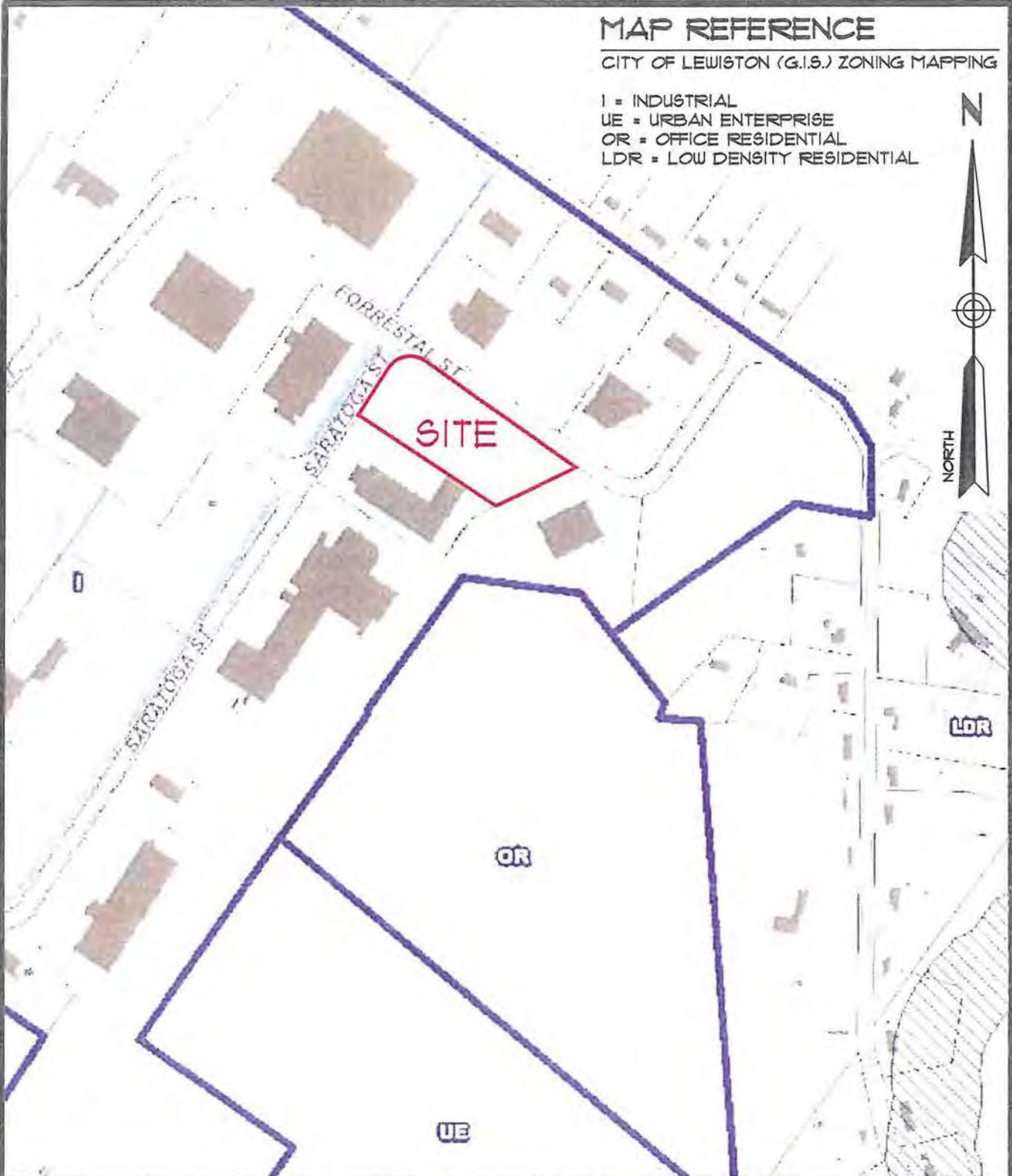


DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 200'	FILE: 11158 MAPS

MAP REFERENCE

CITY OF LEWISTON (G.I.S.) ZONING MAPPING

- I = INDUSTRIAL
- UE = URBAN ENTERPRISE
- OR = OFFICE RESIDENTIAL
- LDR = LOW DENSITY RESIDENTIAL

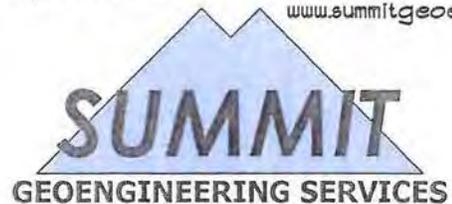


ZONING MAP
NEW TRUCK PARKING AREA
33 SARATOGA STREET - LEWISTON, MAINE

PREPARED FOR
WHITE ROCK DISTILLERIES, INC.

640 MAIN STREET
LEWISTON, ME 04240

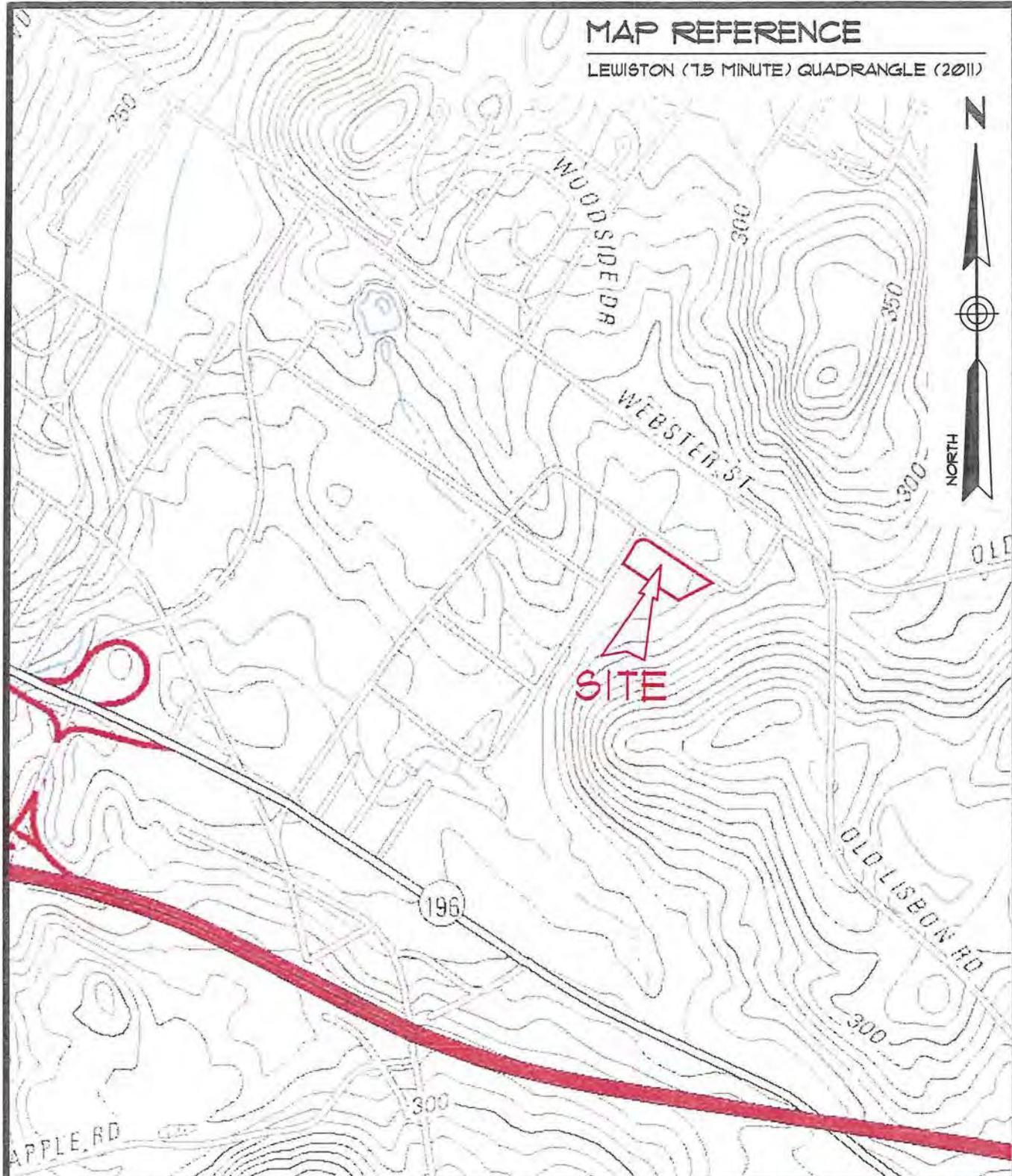
Tel.: (207) 318-7761
Fax: (207) 629-9094
www.summitgeoeng.com



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 400'	FILE: 11158 MAPS

MAP REFERENCE

LEWISTON (15 MINUTE) QUADRANGLE (2011)

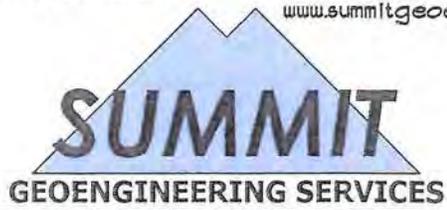


U.S.G.S. CONTOUR MAP
NEW TRUCK PARKING AREA
33 SARATOGA STREET - LEWISTON, MAINE

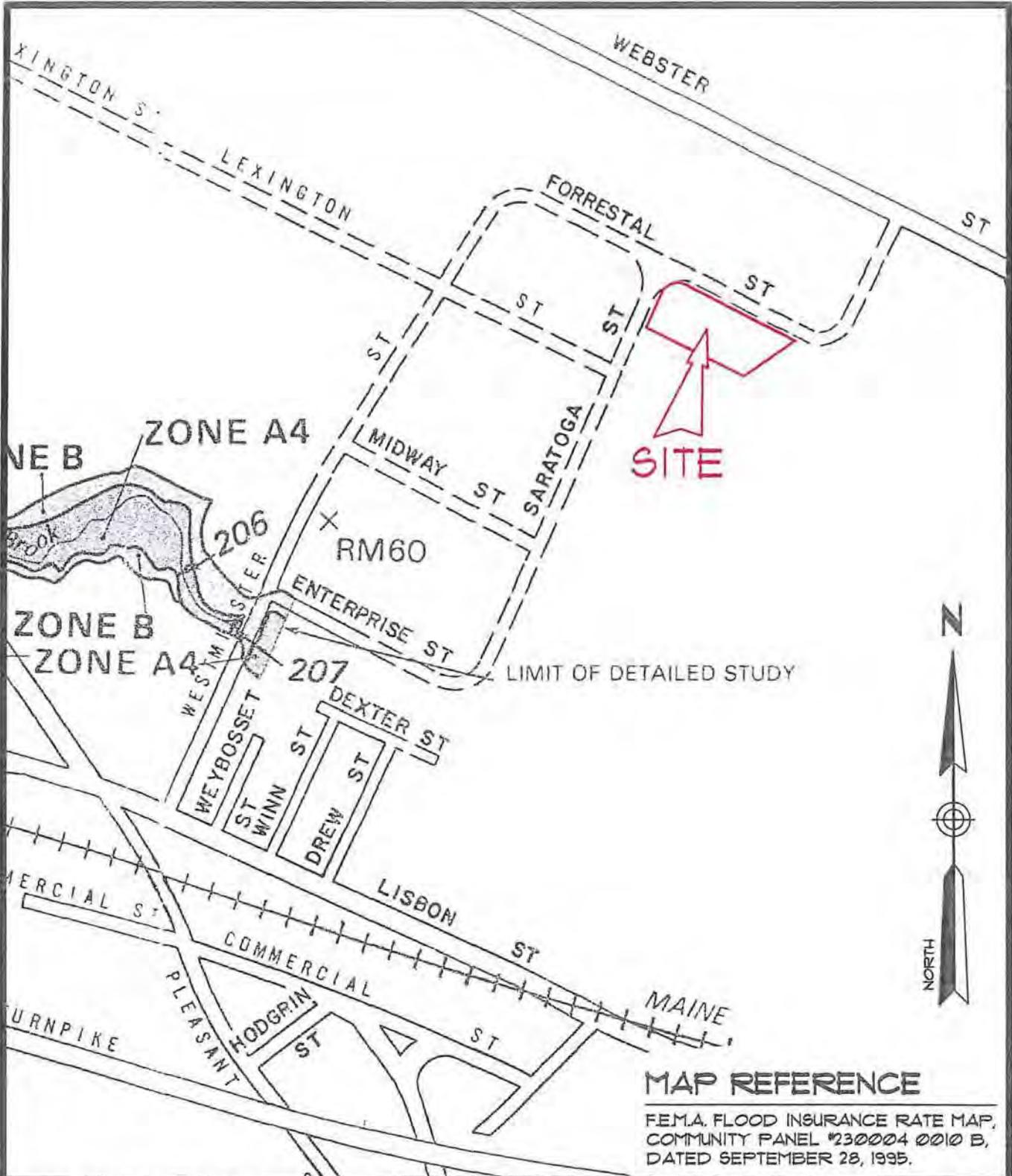
PREPARED FOR
WHITE ROCK DISTILLERIES, INC.

640 MAIN STREET
LEWISTON, ME 04240

Tel.: (207) 318-7761
Fax: (207) 629-9094
www.summitgeoeng.com



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 600'	FILE: 11158 MAPS



MAP REFERENCE

FEMA FLOOD INSURANCE RATE MAP,
 COMMUNITY PANEL #230004 0010 B,
 DATED SEPTEMBER 28, 1995.

**FEMA FLOOD ZONE MAP
 NEW TRUCK PARKING AREA**
 33 SARATOGA STREET - LEWISTON, MAINE

640 MAIN STREET
 LEWISTON, ME 04240

Tel.: (207) 318-7761
 Fax: (207) 629-9094
www.summitgeoeng.com

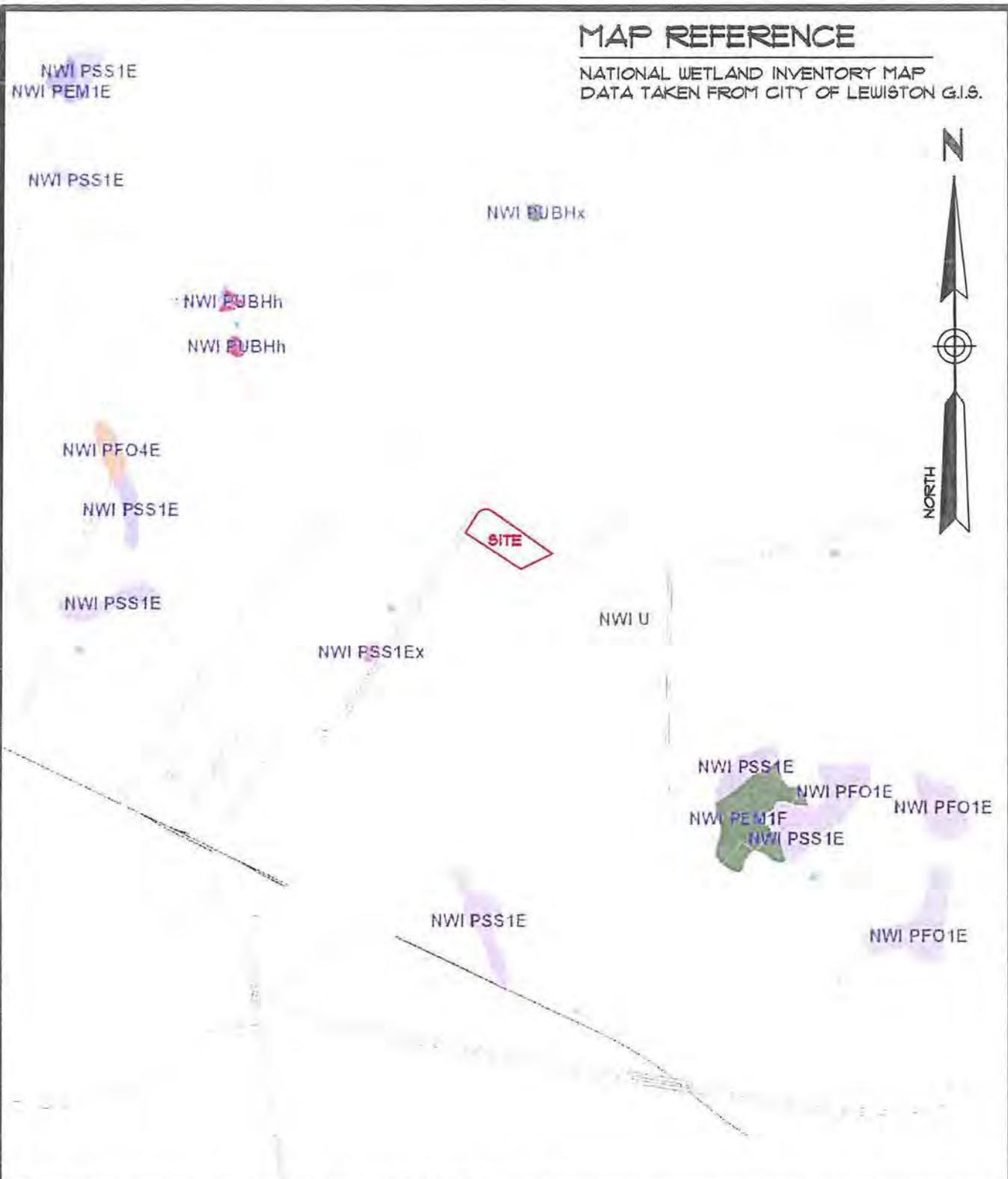
PREPARED FOR
WHITE ROCK DISTILLERIES, INC.



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 600'	FILE: 11158 MAPS

MAP REFERENCE

NATIONAL WETLAND INVENTORY MAP
DATA TAKEN FROM CITY OF LEWISTON G.I.S.



NATIONAL WETLAND INVENTORY MAP NEW TRUCK PARKING AREA

33 SARATOGA STREET - LEWISTON, MAINE

PREPARED FOR
WHITE ROCK DISTILLERIES, INC.

640 MAIN STREET
LEWISTON, ME 04240

Tel.: (207) 318-7761
Fax: (207) 629-3094
www.summitgeoeng.com



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 1000'	FILE: 11158 MAPS

APPENDIX C
BASIC STANDARDS SUBMISSION

STORMWATER APPLICATION FORM

This application is for: (Check the one that applies:)		<input type="checkbox"/> New application		<input type="checkbox"/> Amendment		
1. Name of Applicant:	White Rock Distilleries, Inc.	6. Name of Agent:	Summit Geoengineering Services Attn: Bill Peterlein			
2. Applicant's Mailing Address:	21 Saratoga Street Lewiston, ME 04240	7. Agent's Mailing Address:	640 Main Street Lewiston, ME 04240			
3. Applicant's Phone #:	1-800-287-6462	8. Agent's Phone #:	207-215-6340			
4. Email address (REQUIRED-license will be sent via email):	alcarrier@whiterockdistilleries.com	9. E-mail address (REQUIRED-license will be sent via email):	bpeterlein@summitgeoeng.com			
5. Applicant's Fax #: (if available)	207-783-8409	10. Agent's Fax # (if available):	207-795-6128			
11. Location of Project: (Road, Street, Rt.#)	33 Saratoga Street Lewiston, ME 04240	12. Town:	Lewiston			
		13. County:	Androscoggin County			
14. Type of Direct Watershed: (Check all that apply)	<input type="checkbox"/> Lake not most at risk <input type="checkbox"/> Lake most at risk <input type="checkbox"/> Lake most at risk, severely blooming <input type="checkbox"/> River, stream or brook <ul style="list-style-type: none"> • Urban impaired stream <input type="checkbox"/> Freshwater wetland <input type="checkbox"/> Coastal wetland <input type="checkbox"/> Wellhead of public water supply	15. Amount of Developed Area:	<ul style="list-style-type: none"> • 1 or more acres, but less than 5 acres <input type="checkbox"/> 5 acres or more Total Amt. = 1.1 acres			
		16. Amount of Impervious Area:	<input type="checkbox"/> less than 20,000 sq. ft. <ul style="list-style-type: none"> • 20,000 sq. ft. to 1 acre <input type="checkbox"/> 1 to 3 acres <input type="checkbox"/> 3 or more acres Total Amount of impervious Acres = 34,100 sq. ft.			
17. Applicable Standards: (Check all that apply)	<input type="checkbox"/> Stormwater PBR <ul style="list-style-type: none"> • Basic standards • General standards: BMP <input type="checkbox"/> General standards: phosphorus <ul style="list-style-type: none"> • Flooding standard <ul style="list-style-type: none"> • Urban impaired stream standards <input type="checkbox"/> Other:	18. Type of Stormwater Control:	<input type="checkbox"/> Vegetative (e.g. buffers) <ul style="list-style-type: none"> • Structural (e.g. underdrained filters, ponds, infiltration structures) 			
19. Exceptions &/or Waivers Requested:	BMP Standards ▼		Urban impaired stream standard ▼		Flooding Standard ▼	
	<input type="checkbox"/> Pretreatment measures <input type="checkbox"/> Discharge to ocean/major river segment <input type="checkbox"/> Linear portion of project <input type="checkbox"/> Utility corridor <input type="checkbox"/> Redevelopment		<input type="checkbox"/> Developed area not landscaped or impervious <input type="checkbox"/> Redevelopment		<input type="checkbox"/> Discharge to ocean/major river segment <input type="checkbox"/> Insignificant increase in peak flow	
20. Brief Project Description:	<p style="text-align: center;">Paved tractor trailer parking area (17 spaces) needed due to increasing business.</p> <p style="text-align: center;">Parking area will also improve truck traffic flow through site.</p>					
21. Size of Lot or Parcel:	<input type="checkbox"/> ___ square feet, or	• 15.08 acres	UTM Easting:	406,581m	UTM Northing:	4,881,193m
22. Title, Right or Interest:	<ul style="list-style-type: none"> • own <input type="checkbox"/> lease <input type="checkbox"/> purchase option <input type="checkbox"/> written agreement 					

23. Deed Reference Numbers:	Book#:5729 Page#:104 2333 265	24. Map and Lot Numbers:	Map #: 95	Lot #: 10, 11, 12
25. DEP Staff Previously Contacted:	Had a pre-application mtg. with Beth Callahan & Art McGlaulin	26. Project started prior to application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
SIGNATURES / CERTIFICATIONS ON PAGE 2				
27. Resubmission of Application?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, previous application #	N/A	Previous project manager: N/A
28. Written Notice of Violation?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, name of DEP enforcement staff involved:		
29. Detailed Directions to the Project Site:	From Exit 80 of the Maine Turnpike travel north on Alfred A. Plourde Parkway to the Route 196 East ramp, once on Route 196 turn left at the second traffic light onto Westminster Street, travel 0.5 mile and turn right onto Lexington Street. At the end of Lexington Street, turn left onto Saratoga Street. The site is on the right.			
30. Stormwater Permit by Rule Submissions ▼	31. Stormwater Application Submissions ▼			
N/A This form (including signature page) N/A Fee N/A Topographic Map N/A Plan or Drawing N/A Photos of Area	<ul style="list-style-type: none"> • This form (including signature page) • Fee • Topographic Map • Plan or Drawing • Photos of Area 		<ul style="list-style-type: none"> • Professional & Notice Certification • Basic standards submissions • General standards submissions • Flooding standard submissions <input type="checkbox"/> Other standard submissions <input type="checkbox"/> Compensation Fee (if required) 	
32. FEES, Amount Enclosed:	\$500.00			
Does the agent have an interest in the project? If yes, what is the interest?: <input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No				

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following:

CERTIFICATIONS / SIGNATURES

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by e-mailing the decision to the electronic address located on the front page of this application (see #4 for the applicant and #9 for the agent."

Signed: Andrew R. Conz Title Project Mgr Date: 2/27

Notice of Intent to Comply with Maine Construction General Permit

With this Stormwater Law application form and my signature below, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit (MCGP). I have read and will comply with all of the MCGP standards.

Signed Andrew R. Conz Date: 2/27

NOTE: If a Notice of Intent is required, you must file a Notice of Termination (attached as Form G) within 20 days of completing permanent stabilization of the project site.

ADDITIONAL SIGNATURES / CERTIFICATIONS

The person responsible for preparing this application and/or attaching pertinent site and design information hereto, by signing below, certifies that the application for stormwater approval is complete and accurate to the best of his/her knowledge.

Signature: William Peterbore

Name (print): William Peterbore

Date: 2-28-2012

Re/Cert/Lic Num _____
 Engineer #5787
 Geologist _____
 Soil Scientist _____
 Land Surveyor _____
 Site Evaluator _____
 Active Member of the Maine Bar _____
 Professional Landscape Architect _____
 Other _____

BASIC STANDARDS SUBMISSION

TRACTOR TRAILER PARKING AREA WHOTE ROCK DISTILLERIES, INC. LEWISTON, MAINE

1.0 Erosion and Sediment Control Plan

The following plans are included in the Application (Appendix F) to satisfy the Basic Standards Submission requirements:

- 1 TOPOGRAPHIC WORKSHEET
- 2 DETAIL SHEET AND CONSTRUCTION NOTES

1.1 Site Overview

The parcel of land is identified by the City of Lewiston as Lots #010, 011 and 012 on Map #95. The Site is currently owned by White Rock Distilleries, Inc. as recorded in the Warranty Deeds provided in Appendix A of this application booklet. The Site is approximately 15.08 acres in size and mostly developed (pavement and buildings). The project will consist of the design and construction of a 34,162 sq. ft. parking lot to accommodate tractor trailer trucks.

1.2 Erosion and Sedimentation Control Plan

Erosion and sediment control on Site will be implemented in accordance with the "*Maine Erosion and Sediment Control BMPs*" published by the MDEP. Reference is made to the construction drawings in Appendix F, which incorporate the erosion and sedimentation control measures for the project. The following are general guidelines and preventative measures to control erosion and sediment during construction activities.

General Practices

- Adjacent wetlands will be protected and soil disturbance will be minimized.
- Natural vegetation, specifically in existing down-gradient buffer areas, will be maintained to the extent practical.
- Sediment barriers (e.g., silt fence) will be installed prior to beginning soil disturbance activities (e.g., grubbing, grading).
- Erosion and sediment control features will be inspected and repaired weekly and before and after every storm event.
- All excavated materials will be hauled off the site. No material will be stockpile during construction.
- Mulch will be applied to exposed soils within 7 days of the initial soil disturbed or prior to a predicted storm event (whichever comes first).
- Temporary erosion and sediment control measures will be removed within 30 days after permanent stabilization is attained.

Temporary Erosion and Sediment Control Measures

Temporary erosion and sediment control measures will be in-place prior to beginning construction activities and will be maintained for the duration of the construction project. Silt fencing will be installed down-gradient of all disturbed areas and along drainage ways as shown on the Plans. Silt fence will be installed along the contour line, as practical, and prior to any construction activity in accordance with the Plans.

Temporary Mulch/Vegetation

Areas that are disturbed will be mulched within 7 days of the initial soil disturbance. Mulch shall consist of hay or straw that is air-dried, free of undesirable seeds and coarse materials. Mulch will be applied at 2 bales (70-90 pounds) per 1,000 square feet to cover 75-90% of the ground surface. Mulch will be kept moist or anchored in-place to prevent wind disturbance. Erosion control mix and chemical mulches with binder can also be used on site if applied in accordance with MDEP's BMPs.

Temporary vegetation will be used in areas that will not be brought to final grade for a year or less. Preparation of the seedbed will be necessary to ensure sufficient vegetative growth. Soil tests are recommended to determine the appropriate application rate of lime and fertilizer. If soil testing is not feasible, then fertilizer will be applied at a rate of 13.8 pounds per 1,000 square feet of 10-10-10 (N-P205-K20) or equivalent. Apply limestone (equivalent to 50% calcium plus magnesium oxide) at a rate of 138 pounds per 1,000 square feet. If the soil has been compacted during construction then the soil should be loosened to a depth of approximately 2 inches. Seeding recommendations are provided in the table below.

TEMPORARY GROUND STABILIZATION		
Seed	Pounds per 1,000 sq ft	Recommended Seeding Dates
Winter Rye	2.5	August 15-October 1
Oats	2.0	April 1-July 1 August 15-September 15
Annual Ryegrass	1.0	April 1-July 1
Sudangrass	1.0	May 15-August 15
Perennial	1.0	August 15-September 15

Note: Mulch shall be applied at the rates previously specified following the seed application.

Permanent Seeding

Erosion and sediment control features will be removed after all disturbed areas have been stabilized with permanent seeding. Permanent seeding will be performed upon completion of construction activities. The type of seeding mix to be used for permanent seeding is noted in note 9 of the "Erosion & Sedimentation Control Notes" on Sheet 2 in Appendix F. All disturbed areas not otherwise stabilized shall be graded, smoothed, and prepared for final seeding. Four inches of loam (minimum) shall be spread over the disturbed areas and

smoothed to a uniform surface. Soil tests are recommended to determine the appropriate application rate of lime and fertilizer. If soil testing is not feasible, then fertilizer can be applied at a rate of 20 pounds per 1,000 square feet of 10-20-20 (N-P205-K20) or equivalent. Apply limestone (equivalent to 50% calcium plus magnesium oxide) at a rate of 150 pounds per 1,000 square feet. Both the lime and fertilizer should be worked into the ground to a depth of 4 inches as practical. The seedbed should be subsequently rolled to firm prior to seeding. Mulch will be applied at 2 bales (70-90 pounds) per 1,000 square feet or 1.5-2 tons (90-100 bales) per acre to cover 75-90% of the ground surface. Mulch will be kept moist or anchored in-place to prevent wind disturbance. Erosion control mix and chemical mulches with binder can also be used on site if applied in accordance with MDEP's BMPs.

Permanent seeding should be conducted 45 days prior to the first killing frost (September 30). A dormant seeding can be completed with mulch after the first killing frost but before the first snowfall. The seed mixture should be chosen based on the amount of sun and level of use. Mixtures can be obtained from the Maine Department of Transportation, the USDA Soil Conservation Service or the Androscoggin Soil and Water Conservation District. Mulch should be applied according to the temporary mulching practices discussed previously.

If hydroseeding is used lime and fertilizer may be added with the seed and applied simultaneously. The use of straw mulch and adhesive material or 500 pounds of wood fiber mulch provides sufficient erosive protection. Seeding rates will be increased by 10% if hydroseeding practices are employed.

Between the dates of October 1 through April 15, the following seeding and stabilization measures shall be implemented.

- Fine grade slopes and protect with mulch and dormant seed. Dormant seeding shall be applied at a rate 200% higher than specified for permanent seeding.
- Mulch shall be anchored by peg line, mulch netting, asphalt emulsion chemical, or wood cellulose fiber.
- If the vegetative growth covers less than 75% of the surface area by June 1st, permanent seeding shall be applied to the entire area as described above.

Dust Control

Dust control methods will be employed on site to prevent movement of dust from exposed soil surfaces that could potentially create hazards to wildlife, humans, or plant life both onsite and offsite. Dust generated by activities at the Site, including dust associated with traffic to and from the Site, will be controlled by sweeping, paving, watering or other best management practices for control of fugitive emissions.

Preventive measures will include the following, as needed:

- Traffic will be restricted to predetermined routes. Exit and entrance during construction will be limited to the stabilized construction exit location.
- Natural vegetation will be maintained to the extent practical.
- Excavation activities will be conducted in phases to reduce the area of land disturbed at any one time.

- Mulching and vegetative practices (e.g., temporary and permanent mulching, temporary and permanent vegetative cover) will be employed to reduce the need for dust control.
- Paved surfaces and roadways will be swept (e.g., mechanical sweeper) where necessary to prevent dust buildup.
- Spillage of extracted materials on roadways (e.g., Forrestal Street and Saratoga Street) will be removed daily.

Construction will begin immediately following the receipt of all necessary permits from both the MDEP and the City of Lewiston. The anticipated construction timeframe is spring-summer 2012.

2.0 Inspection and Maintenance Plan

Inspections and maintenance of erosion and sedimentation control measures and stormwater control facilities will be performed in accordance with the following guidelines. Inspection check list sheets are included at the end of this section. The property owner will be responsible for maintaining and preserving all erosion and sediment control features associated with the Site. Any problems, damage, or costs directly associated with the performance of or lack of erosion control measures and maintenance are the sole responsibility of the property owner. The following individual will be responsible for inspection and maintenance of erosion and control measures and/or ensuring that the inspection and maintenance tasks are completed:

Andy Carrier, Maintenance Manager
 White Rock Distilleries, Inc.
 P.O. Box 1829
 Lewiston, Maine 04241-1829
 (207) 783-1433 ext. 328

The owner shall pay for the services of qualified personnel (Third Party) to conduct inspections of the site, as needed, for compliance with the provisions of the Erosion and Sedimentation Control Plan. Summit Geoengineering Services, Inc. will make a professional engineer registered in the State of Maine available to complete these inspections. The Third Party inspector will provide to the City of Lewiston Planning and Code Enforcement and Public Works, on or before May 31 of each year, a completed "Annual Stormwater Management Facilities Certification". A copy of the certification form is included at the end of this section. Inspection Checklists describing the inspection tasks, frequencies, and corrective actions are presented in at the end of this section.

2.1 Inspection of Temporary E&S Control Measures

The inspection and maintenance of short-term, temporary erosion and sediment control features, will be the responsibility of the Site Contractor. Silt fencing and other temporary erosion control features will be inspected on a weekly basis and after every major storm event. Repairs, if necessary, will be completed immediately. Sediment deposits will be promptly removed when deposits reach approximately one-half of the barrier height.

Temporary mulch will be inspected regularly and after each rainfall. Additional mulch, if needed, should be added to reach the recommended thickness. If wind disturbance is

excessive, anchoring techniques such as netting, should be utilized. If the mulch has decomposed or is clogged with sediment it will be replaced or repaired.

Temporary seeding shall be periodically inspected. At a minimum, 95% of the ground surface shall be vegetated. If evidence of either erosion or sedimentation is evident, other control measures should be implemented during the interim (e.g., check dams, mulch).

Construction of the detention pond will be inspected by a third party, retained by White Rock Distilleries, Inc. An inspection form is included at the end of this section.

2.2 Inspection of Permanent E&S Control Measures

Permanent erosion and sediment control measures that require long-term inspection and maintenance include:

- Drainage ditches
- Detention ponds, including embankments and outlet structures
- Catch Basins
- Culvert inlets and outlets

Extra care will be exercised during spring thaws. Inspections of the above controls will be performed at a minimum of once per every six months (May and October) and after each significant (>3") rainfall.

Culvert inlets and the outlet control structure for the pond should be inspected periodically and after major rain events for integrity and sediment buildup. Sediment accumulation and other debris should be removed to prevent future erosion and channelization of water. If ditches, the pond berm or other graded areas show signs of channelization it should be immediately repaired or reconstructed. The detention pond area will be mowed annually to prevent the growth of woody vegetation.

The pond will be inspected once per every six months (May and October) and after each significant (>3") rainfall. Inspections will include, at a minimum, the following:

- Visual inspection of embankment and structures. Loose, broken or defective inlets or risers will be recorded.
- Visual inspection of pipe inlets and outlets. Remove accumulated debris or sediment from pipe invert to prevent obstruction of flow. Repair any erosion damage and replace riprap in inlet protection areas as needed.
- Visual inspection of outlet control devices. Inspect pipes, orifice plates, trash racks and risers to insure that they are firmly attached or connected as designed. Remove accumulated debris which may cause flow through orifice or structure to be obstructed. Repair or replace leaking, defective or damaged orifice plates prior to next inspection.

Emergency Measures: Owner or designated responsible third party shall identify and record any problems in performance, damage or other defects which may significantly reduce the

efficiency or performance of the system. Such problems shall be reported immediately to Owner without waiting until next scheduled maintenance inspection. Owner shall authorize responsible party, where applicable, to perform emergency repairs as required to insure proper operation of system.

Annual Maintenance: Prior to, or at the time of, the initial inspection in March of each year the Owner or his designated party shall perform, or engage a contractor to perform, maintenance to remove accumulated winter sand and debris from all pavement areas, catch embankment, control structures and detention ponds to prevent washing of sediment into structures and underground storage pipes. The following measures may be used:

- 1) Mechanical sweepers
- 2) Vacuum sweepers
- 3) Pavement flushing may be used only if followed by sump cleaning of all structures.

Following pavement cleaning, a visual inspection shall be made of all catch basin sumps. Sediment and debris shall be removed if sediment has reached a depth of at least six inches in any basin sump.

General Maintenance: General maintenance shall include preventive measures related to the site which may help preserve and maintain the stormwater management system. Such measure should include, but not be limited to:

- Removal of trash, debris, leaves, broken or fallen twigs and branches, etc. from the site, where such objects may be washed into the storm water management system, especially in areas such as the detention basin.
- Removal of spills, broken glass, etc. which may have the potential to enter the storm water management system.
- Repairs to the detention basin, culverts, rip-rap, ditches, eroded areas, landscaping, lawns, etc. of the site to reduce the potential for sedimentation and to improve the efficiency of the storm water management system

3.0 Housekeeping

During and after construction, good housekeeping practices will be employed to minimize potential environmental impacts, specifically:

- Spill Prevention. Both petroleum and non-petroleum products utilized during construction will be stored in compatible and properly labeled containers. When not in use, these containers will be closed and stored in a secure area. A spill kit will be kept in close proximity to the secured area. Temporary fuel storage tanks mobilized to the site for construction will be double-walled. Both preventative and routine maintenance will be conducted to minimize the potential for fuel releases. These activities will be conducted offsite during construction.

- Groundwater Protection. Petroleum, non-petroleum, and other hazardous materials will not be handled on site.
- Fugitive Sediment and Dust. During construction, tracking of mud from construction vehicles into the public road will be minimized. During wet periods, the public road will be swept weekly, at a minimum, to control the amount of mud leaving the Site. During dry periods, fugitive sediment and dust will be controlled on site using a water truck, or similar, as necessary.
- Debris and other Materials. Litter, construction debris and chemicals will be stored in a manner such that the exposure to stormwater is minimized. Litter and construction debris will be separated and containerized, as necessary, for proper disposal. Chemicals will be stored in compatible and properly labeled containers and stored in a secure area equipped with a spill kit.

INSPECTION AND MAINTENANCE FORMS

CONSTRUCTION

EROSION AND SEDIMENTATION CONTROL MAINTENANCE LOG TRACTOR TRAILER PARKING AREA WHITEROCK DISTILLERIES FACILITY, SARATOGA STREET, LEWISTON, MAINE

Inspections to be performed once per week, before and after storms, and prior to completing permanent stabilization.

ITEM	DEFECTS	DESCRIPTION OF DEFECTS AND REPAIRS/MAINTENANCE	
Vehicle Entrances and Exits	Yes No		
Disturbed Areas	Yes No		
Impervious Areas	Yes No		
Erosion and Sedimentation Control	Yes No		
DATE:	BY:	COMPANY:	QUALS/POSITION:

REMARKS:

Disturbed Areas: Inspect mulched and temporary seed areas for rill erosion. Add additional mulch if less than 90% coverage is observed. Inspect nets after rain events for dislocation or failure.

Impervious Areas: Sweep or wash pavement as necessary to keep dust levels to a minimum.

Erosion and Sedimentation Control: Inspect silt fence for erosion or sedimentation below them. Replace silt fence where evidence of undercutting or impounding of water behind the fence occur. Replace fabric that has decomposed. Remove sediment deposits behind silt fence when deposits reach ½ the height of the fence.

Vehicle Entrances and Exits: Check for mudding and clogging of stone and replace as necessary. Sweep or wash pavement at exits where mud has been tracked onto the travelled way.

**EROSION AND SEDIMENTATION CONTROL MAINTENANCE LOG
COMPOUNDING SOLUTIONS, GODDARD ROAD, LEWISTON, MAINE**

Inspections to be performed twice per year, once in the spring and once in the fall and after each significant (>3") rainfall.

ITEM	DEFECTS	DESCRIPTION OF DEFECTS AND REPAIRS/MAINTENANCE	
Ditches	Yes / No		
Culverts	Yes / No		
Level Spreaders	Yes / No		
Pond/Outlet Control	Yes / No		
Pond Gravel Trench and Outlet	Yes / No		
Pond Slopes	Yes / No		
Pond Inlets	Yes / No		
Paved Areas	Yes / No		
Catch Basins	Yes / No		
DATE:	BY:	COMPANY:	QUALS/POSITION:

Ditches and Culverts: Inspect for debris that may impede flow. Control woody vegetation with mowing. Repair any erosion of ditch linings and culvert inlets and outlets.

Level Spreader: Inspect for sand and debris accumulation, remove sediment when it has filled 25% of channel volume. Repair any areas where concentrated flow occurs along lip of spreader.

Pond/Outlet Control: Remove accumulated sediment in the outlet control structure. Indicate where removed sediment was disposed. Remove and replace top several inches of underdrain gravel trench when water ponds above permanent pool for >72 hrs.

Pond Gravel Trench and Outlet: Verify pond is slowly emptying through the gravel filter for 12-24 hours after storm. Remove debris, leaves, etc. from the trench to maintain drainage.

Pond Slopes: Inspect for erosion, destabilization of side slopes, embankment settlement, and other signs of failure. Replant areas with sparse growth. Where rill erosion is observed armor the area with appropriate lining.

Pond Inlets: Confirm that flow structures are not blocked by debris and are operating properly. Clean out sediment at bottom of outlet structure.

Paved Areas: Remove accumulated winter sand and debris from all pavement areas annually. Wash water should be directed to an approved sediment trap, such as a "Filter Sock". Accumulated sediment shall be removed and stored or disposed of appropriately. Information on "filter socks" can be found at www.filtrexx.com.

Catch Basins: Remove and legally dispose of accumulated debris and sediment from the bottom of the structure, inlet grates, inflow channels to the basin, and pipes between basins.

CITY OF LEWISTON

Annual Stormwater Management Facilities Certification

(to be sent to Planning and Code Enforcement and Public Works as required by Appendix A Zoning and Land Use Code, Article XIII. Development Review and Standards, Section 15. Post-construction stormwater management standards)

I, _____ (print or type name), certify the following:

1. I am making this Annual Stormwater Management Facilities Certification for the following property:

_____ (print or type name of subdivision, condominium or other development) located at _____ (print or type address), (the "Property");

2. The owner, operator, tenant, lessee or homeowners' association of the Property is: _____ (name(s) of owner, operator, tenant, lessee, homeowners' association or other party having control over the Property);

3. I am a Qualified Third-Party Inspector (as defined by the City of Lewiston Post-Construction Stormwater Management Ordinance, and) hired by the owner, operator, tenant, lessee or homeowners' association of the Property (circle one);

5. On _____, 20__, I inspected the Stormwater Management Facilities, including but not limited to parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures required by the approved Post-Construction Stormwater Management Plan for the Property;

6. At the time of my inspection of the Stormwater Management Facilities on the Property, I identified the following need(s) for routine maintenance or deficiencies in the Stormwater Management Facilities:

7. On _____, 20__, the owner, operator, tenant, lessee or homeowners' association of the Property took or had taken the following routine maintenance or the following corrective action(s) to address the deficiencies in the Stormwater Management Facilities stated in 6. above:

8. As of the date of this certification, the Stormwater Management Facilities are functioning as intended by the approved Post-Construction Stormwater Management Plan for the Property.

Date: _____, 20__.

By: _____
Signature

Print Name

STATE OF MAINE
_____, ss. _____, 20__

Personally appeared the above-named _____, the _____ of _____, and acknowledged the foregoing Annual Certification to be said person's free act and deed in said capacity.

Before me,

Notary Public/Attorney at Law

Print Name:

Mail this certification to the City of Lewiston at the following address:

Director of Planning & Code Enforcement
City Building
27 Pine Street
Lewiston, ME 04240

Director of Public Works
103 Adams Avenue
Lewiston, ME 04240

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
WHITE ROCK DISTILLERIES, LEWISTON, MAINE

This performance guarantee is provided by White Rock Distilleries, Inc., a corporation located at 21 Saratoga Street in Lewiston, Maine. White Rock Distilleries, its successors, heirs, and assigns hereby acknowledge their legal obligation to repair, maintain, and replace the Stormwater Management Facilities at the subject property in accordance with the notes on Sheet Number 1, Topographic Worksheet and Sheet Number 2, Details Sheet & Construction Notes, of the Tractor Trailer Parking Area Plan, dated February 2012. This performance guarantee shall be valid until White Rock Industries has legally relinquished ownership of the subject properties.

The City of Lewiston shall have the ability to establish a special assessment, district, or other means upon the parties responsible for the post construction stormwater management plan to ensure resources are available to perform the repairs, maintenance, and replacement of the Stormwater Management Facilities.

Stormwater management items at the subject property include a new stormwater treatment pond including the outlet control structures and conveyances, catch Basin CB-1 and the 12" CCP outlet pipe, 18" RCP and the associated inlet and outlet protection, stabilized surfaces and ditches adjacent to the new parking lot. The estimated costs of repair and replacement vary widely depending on the extent of repair or replacement necessary. Repairs and replacements could range from \$1,000 to \$10,000.

This document shall be recorded in the Androscoggin Registry of Deeds.

White Rock Distilleries

Date

Witness

APPENDIX G
SITE LOCATION SUBMISSION

SITE LOCATION OF DEVELOPMENT PERMIT APPLICATION 38 M.R.S.A. §§481-490

PLEASE TYPE OR PRINT IN *INK ONLY*

This application is for: (CHECK THE ONE THAT APPLIES)		<input type="checkbox"/> 20 acre development	<input type="checkbox"/> Marine Oil Terminal	<input type="checkbox"/> Major Amendment
		<input type="checkbox"/> Planning Permit	<input checked="" type="checkbox"/> Structure	<input type="checkbox"/> Minor Amendment
		<input type="checkbox"/> Metallic Mining	<input type="checkbox"/> Subdivision	
1. Name of Applicant:	White Rock Distilleries, Inc.		6. Name of Agent: (if applicable)	Summit Geoengineering Services, Inc.
2. Applicant's Mailing Address:	21 Saratoga Street Lewiston, ME 04240		7. Agent's Mailing Address:	640 Main Street Lewiston, ME 04240
3. Applicant's Daytime Phone #:	1-800-287-6462		8. Agent's Daytime Phone #:	1-207-576-3313
4. Applicant's Fax #: (if available)	1-207-783-8409		9. Agent's Fax #:	1-207-795-6009
5. Applicant's e-mail address: (license will be sent via e-mail)	alcarrier@whiterockdistilleries.com		10. Agent's e-mail address (license will be sent via e-mail)	bpeterlein@summitgeoeng.com

PROJECT INFORMATION

11. Name of Development:	Tractor trailer parking area						
12. Map and Lot #'s:	Map #: 95	Lot #: 10-12	13. Deed Reference #'s:	Book #: 5729 2333	Page #: 104 265		
14. Location of Project City/Town:	33 Saratoga St. Lewiston, ME	15. County:	Androscoggin	16. UTM Northing	4,881,193	17. UTM Easting	406,581
18. Brief Description of Project including total parcel size:	Construct a paved parking area for tractor trailer trucks (17 spaces) on the only remaining significant vacant portion of the White Rock facility. The total parcel size is 15.08 acres and the project will result in 34,100 sq. ft. of impervious area.						
19. Type of Direct Watershed: (Check all that apply)	<input type="checkbox"/> Lake not most at risk		<input type="checkbox"/> River, stream or brook		<input type="checkbox"/> Coastal wetland		
	<input type="checkbox"/> Lake most at risk		<input checked="" type="checkbox"/> Urban impaired stream		<input type="checkbox"/> Wellhead or public water		
	<input type="checkbox"/> Lake most at risk, severely blooming		<input type="checkbox"/> Freshwater wetland				
19. Name of Waterbody Project Site drains to:	Hart (a.k.a. Dill) Brook						
21. Amount of Developed Area:	Total acres: 9.25 ac	Existing Developed area: 8.1 acres		New Developed area: 1.15 acre			
22. Amount of Impervious Area:	Total acres: 7.12 ac	Existing Impervious areas 6.34 acres		New Impervious area: 0.78 acre			
23. Development started prior to obtaining a license?:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No				
24. Development or any portion of the site subject to enforcement action?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No				
25. Common scheme of development?:	<input checked="" type="checkbox"/> Yes	26. Title, Right or Interest:		<input checked="" type="checkbox"/> own		<input type="checkbox"/> purchase option	
	<input type="checkbox"/> No			<input type="checkbox"/> lease		<input type="checkbox"/> written agreement	
27. Natural Resources Protection Act permit required?:	<input checked="" type="checkbox"/> Yes		If yes:		<input type="checkbox"/> PBR		
	<input type="checkbox"/> No				<input checked="" type="checkbox"/> Tier 1		
					<input type="checkbox"/> Full Permit		
					<input type="checkbox"/> Tier 2		
28. Existing DEP Permit number (if applicable):	Site was permitted in 2008 for an employee parking area						
29. Names of DEP staff person(s) present at the pre-application meeting:	Beth Callahan & Art McGlaulin						
30. Does agent have an interest in project? If yes, what is the interest?	<input type="checkbox"/> Yes						
	<input checked="" type="checkbox"/> No						

CERTIFICATIONS AND SIGNATURES LOCATED ON PAGE 2

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

CERTIFICATIONS / SIGNATURES

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

Signed: Andre L. Lewis Title Land Mgr Date: 2/28

Notice of Intent to Comply with Maine Construction General Permit

With this Site Law application form and my signature, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit (MCGP). I have read and will comply with all of the MCGP standards.

If this form is not being signed by the landowner or lessee of the property, attach documentation showing authorization to sign.

Signed Andre L. Lewis Date: 2/28

NOTE: You must file a MCGP Notice of Termination (Form K) within 20 days of completing permanent stabilization of the project site.

CERTIFICATION

The person responsible for preparing this application and/or attaching pertinent site and design information hereto, by signing below, certifies that the application for development approval is complete and accurate to the best of his/her knowledge.

Signature: William Peterlein

Name (print): William Peterlein

Date: 2-28-2012

- Re/Cert/Lic No.: _____
- Engineer #5787
- Geologist _____
- Soil Scientist _____
- Land Surveyor _____
- Site Evaluator _____
- Active Member of the Maine Bar _____
- Professional Landscape Architect _____
- Other _____

"I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by emailing the decision to the address located on the front page of this application (see #5 for the applicant and #10 for the agent). *Do not sign if you elect to "opt out" or receive the decision via regular mail.*

Signed (Applicant) Andre L. Lewis Date: 2/28

and/or
Signed (Agent) William Peterlein Date: 2-28-2012
Summit Geoenvironmental Services

SITE LOCATION SUBMISSIONS

Section 1 – Development description

White Rock Distilleries is proposing to construct a tractor trailer parking area at their facility. The parking area will provide space for up to 17 tractor trailers. New impervious area (pavement) is 34,100 sq. ft. Storm water runoff from the parking area will be controlled and treated by a new permanent wet pond adjacent to it. The new parking area and pond make up a “disturbed area” of 50,200 sq. ft.

Section 2 – Right, title and interest

White Rock Distilleries is the owner of the property. The property is Lots 10, 11 & 12 on Lewiston Tax Map 95. See Appendix A for deed copies.

Section 3 – Financial Capacity

It is estimated that the project will cost \$100,000-\$120,000. White Rock has budgeted for this project in-house. A “Certificate of Good Standing” from the Maine, Secretary of State is attached to this section.

Section 4 – Technical Ability

White Rock plans to handle this parking lot project in much the same way as it did an adjacent 2008 parking area project of similar size. A reputable local contractor will be selected to construct the project. White Rock’s contact person for more information, if needed, is Maintenance Manager, Andy Carrier (207) 783-1433 ext. 328. The engineer of record is William Peterlein of Summit Geoengineering Services, Inc. A Resume for Mr. Peterlein is attached as Exhibit A.

Section 5 – Noise

The only noise associated with the proposed parking area will be idling and slowly moving trucks. This noise already occurs at the site and very little or no increase is expected.

Section 6 – Visual Quality & Scenic Character

The site is located in an industrial park with other parking areas and buildings all around it. Street trees (deciduous) are planned for planting per the City of Lewiston ordinance.

Section 7 – Wildlife and Fisheries

As with Section 6, the site is located in an industrial park and will not adversely affect wildlife or fisheries. Additional information is provided in the “Functional Assessment” attached as Exhibit B.

Section 8 – Historic Sites

A letter seeking classification has been sent to the Maine Historic Preservation Commission as part of the NRPA application. It is expected that their findings will indicate that this item does not apply. A copy of this letter is attached as Exhibit C.

Section 9 – Unusual Natural Areas

Not Applicable.

Section 10 – Buffers

Not applicable. Site is in an industrial park. Trees will be planted along Forrestal Street to reduce the visual impact.

Section 11 – Soils

The soil at the proposed parking area portion of the site, as mapped by the USDA Soil Conservation Service consists of Buxton silt loam (hydrologic soil group D). A copy of the map is attached as Exhibit D.

Section 12 – Stormwater Management

See Appendix E of the application.

Section 13 – Urban Impaired Stream Submissions

The site is located in the Hart Brook watershed. For this project the “Urban Impaired Stream Standards” will be met through a “compensation fee” to be agreed upon by the City of Lewiston and the Maine Department of Environmental Protection.

Section 14 – Basic Standards Submissions

See Appendix C of the application.

Section 15 – Groundwater

Not applicable.

Section 16 – Water Supply

Not applicable.

Section 17 – Wastewater Disposal

Not applicable.

Section 18 – Solid Waste

Not applicable.

Section 19 – Flooding

See Appendix E of the application. A copy of the current “Flood Insurance Rate Map” is attached as Exhibit E. The site is not located within the 100-year flood hazard zone.

Section 20 – Blasting

Not applicable

Section 21 – Air emissions

Air emissions associated with the proposed parking area will be from the exhaust of slowly moving or idling trucks. This activity already occurs at the site. This parking area is needed due to existing congestion at the site. Therefore there is very little to no increase in air emissions expected.

Section 22 – Odors

As with Section 21, the only odor associated with the proposed parking area will be from the exhaust of slowly moving or idling trucks. This activity already occurs at the site. This parking area is needed due to existing congestion at the site. Therefore there is very little to no increase in odors expected.

Section 23 – Water Vapor

Not applicable

Section 24 – Sunlight

Not applicable

Section 25 - Notices

“Notice to abutters” is taken care of by the City of Lewiston.

EXHIBIT A
WILLIAM PETERLEIN RESUME



William M. Peterlein, P.E.

Title: President - Principal Engineer

Expertise: Excavation Shoring and Slope Stabilization Designs
Segmental Retaining Wall Designs
Site Suitability Evaluations

Professional History:

- 2010-Present Co-owner and President of Summit Geoengineering Services, Lewiston, Maine
- 1998-2010 Summit Geoengineering Services, a division of Summit Environmental Consultants, Inc., Lewiston, Maine
Principal Geotechnical Engineer
- 1996-1998 Morrison-Jacques Whitford, Winslow, ME, Senior Project Manager
- 1985-1996 Morrison Geotechnical Engineering, Winslow, ME
Vice President, Engineering Services
- 1984 S.W. Cole Engineering, Inc., Bangor, ME, Geotechnical Engineer
- 1983-1984 Carroll E. Taylor Associates, Auburn, ME, Civil/Structural Engineer

Education: M.S. Civil Engineering (1985), University of Maine at Orono
B.S. Civil Engineering (1983), University of Maine at Orono
A.S.E.T. Civil Engineering (1980), University of Maine at Orono

Experience: Bill holds bachelors and masters degrees in civil engineering with concentration in geotechnical engineering. As President and Principle Engineer at Summit, Mr. Peterlein's responsibilities include; business development, management of business finances, quality assurance/quality control, project management, engineering design, and technical writing. Bill has wide ranging experience in geotechnical engineering, construction materials engineering, and geotechnical related aspects of building design and construction, site permitting, and site and civil engineering.

Registrations: Professional Engineer - Maine, Vermont, New Hampshire, Massachusetts

Professional Affiliations: American Society of Civil Engineers

EXHIBIT B
WETLAND FUNCTIONAL ASSESSMENT

JONES ASSOCIATES

Foresters, Surveyors and
Environmental Consultants



WETLAND FUNCTIONAL ASSESSMENT

TAX MAP 95, LOT 10
FORRESTAL STREET AND
SARATOGA STREET
LEWISTON, MAINE

PREPARED FOR:
SUMMIT GEOENGINEERING SERVICES
640 MAIN STREET
LEWISTON, MAINE

PREPARED BY:
JONES ASSOCIATES, INC
63 TUCKER LANE
POLAND SPRING, ME 04274
(207) 998-5242

JAI#11-052LE
JANUARY 2012

FUNCTIONAL ASSESSMENT

INTRODUCTION

This report analyses functions and values of wetlands within a parcel located at the intersection of Forrestal Street and Saratoga Street in Lewiston Maine. Functions and Values of wetlands within the development area were evaluated by Jones Associates Inc. A wetland delineation was performed by others within this parcel.

The information below will be used to assess changes in the area's pre-alteration functioning and will serve as a guide for the purposes of wetland impact compensation work. All wetland habitats within the study area were evaluated using the standard ACOE *Highway Methodology Workbook for Wetland Functions and Values: A Descriptive Approach*.

The "Descriptive Approach" to wetland functions and values is twofold and incorporates both wetland science and human judgment of values. The evaluator first determines if particular functions and values are present and why, followed by a determination of what functions and values are principal and why. Functions and values can be principal if they are an important physical component of a wetland ecosystem (function only), and/or are considered of special value to society, from a local, regional, and/or national perspective.

The 13 functions and values that are considered by the Regulatory Division for any Section 404-wetland permit are listed below.

1. Ground Water Recharge/Discharge
2. Floodflow Alteration
3. Fish & Shellfish Habitat
4. Sediment/Toxicant/Pathogen Retention
5. Nutrient Removal/Retention/Transformation
6. Production Export
7. Sediment/Shoreline Stabilization
8. Wildlife Habitat
9. Recreation
10. Educational/Scientific Value
11. Uniqueness/Heritage
12. Visual Quality/Aesthetics
13. Threatened or Endangered Species Habitat

WETLAND DESCRIPTION

This site is located at the intersection of Forrestal Street and Saratoga Street in Lewiston, Maine. The area investigated is located between Forrestal Street to the northeast, a parking lot located on Saratoga Street to the northwest, a Central Maine Power Line to the south, and an existing building and developed site to the west. The entirety of the site has been disturbed in the past through soil disturbance. Topsoil has been removed in many areas and piles of material are evident in others. Drainage over the site is from the highest point at the easterly corner westerly to a ditch which moves water northerly along the building and developed area to a culvert under Saratoga Street. Wetlands within this area follow along the ditch, to a larger wetland area just southerly of the parking lot. Wetlands also extend within the subject parcel to near the easterly corner. These wetlands are a mixture of scrub/shrub and emergent field wetlands. Scrub/shrub areas are found along the ditch and in the easterly portion of the site. In addition, a portion of shrub wetland is found southerly of the parking lot. Emergent field wetlands are found in the center of the site and in portions extending northerly towards the parking lot.

EVALUATION OF WETLAND FUNCTIONS

Groundwater Recharge/Discharge: This function considers the potential for a wetland to serve as a groundwater recharge/discharge area. Soils within this are dominated by clayey soils and clayey fill material. No discharge sites were identified. Water over the site is overland flow from adjacent developed roads, building, and parking lots. Groundwater Recharge/Discharge is not a function of this wetland.

Floodflow Alteration: This function considers the effectiveness of the wetland in reducing flood damage by water retention for prolonged periods following precipitation events. Onsite wetlands are located over a sloping area in the easterly portion of the site, but become flatter near the center. This area contains some standing water and could retain flood waters to some extent. However, the size of this wetland is small and floodflow retention is only occurring on a small scale. Adjacent areas are developed impervious surfaces. Floodflow alteration is a minor function of this wetland.

Fish and Shellfish Habitat: This function considers the effectiveness of seasonal watercourses or permanent waterbodies associated with the wetland. No fish habitat is located within this parcel.

Sediment/Toxicant/Pathogen Retention: This function reduces or prevents degradation of water quality. It relates to the effectiveness of the wetland as a trap for sediment, toxicants, or pathogens in runoff from surrounding uplands, or upstream eroding wetland areas. Surrounding areas are roads, buildings, parking lots and other mostly impervious surfaces. These surfaces are sources for sediments and toxicants from runoff. There is a moderate value for sediment/toxicant retention within onsite wetlands. Although the wetlands are relatively small, they do contain dense herbaceous and shrub vegetation that is able to retain some sediments and toxicants. Sediment/Toxicant/Pathogen Retention is a Principal function of this wetland.

Nutrient Removal/Retention/Transformation: This function considers the effectiveness of the wetland as a trap for nutrients in runoff water from surrounding uplands or contiguous wetlands, and the ability of the wetland to process these nutrients into other forms or trophic levels. Potential sources of nutrients are available from impervious runoff and lawn runoff. There is some opportunity for nutrient remove and retention within onsite wetlands. Although the wetlands are relatively small, they do contain dense herbaceous and shrub vegetation that have the opportunity to remove, retain, and transform nutrients. Nutrient Removal/Retention/Transformation is a Principal function of this wetland.

Production Export: This function evaluates the effectiveness of the wetland to produce food or usable products for man or other living organisms. Production export is only taking place on a small scale within onsite wetlands. Some portions of wetland plants are useable for food by wildlife such as seeds and berries. Vegetation is dense within portions of this wetland. A small amount of organic plant material is flushed from this wetland. Production Export is a minor function of this wetland.

Sediment/Shoreline Stabilization: This function considers the effectiveness of a wetland to stabilize stream banks and shorelines against erosion. No stream banks or shorelines are found within the project site. This function is not applicable to this wetland system.

Wildlife Habitat: This function considers the effectiveness of the wetland to provide habitat for various types and populations of animals typically associated with a wetland and/or the wetland edge. A small amount of wildlife habitat exists within this site. Although it is

surrounded by development, it would still provide limited habitat for songbirds, small mammals, amphibians, and insects. Wildlife habitat is a minor function of this wetland.

Recreation: This value considers the suitability of the wetland and associated watercourses to provide recreational opportunities. This site is surrounded by development. Recreation activities are not available here. Visual aesthetics is low through the parcel. Off-road public parking is not available. Recreation is not a function of this wetland.

Educational/Scientific Value: This value considers the suitability of the wetland as a site for an "outdoor classroom" or as a location for scientific study or research. This wetland does not provide education or scientific value. Wetlands are disturbed. The surrounding land is developed. No public parking is available adjacent to this site. Educational/Scientific Value is not a function of this wetland.

Uniqueness/Heritage: This value considers the effectiveness of the wetland or associated waterbodies to provide certain special values. This wetland does not contain any significant uniqueness value. Some small value is available in the fact that there are multiple wetland classes visible from viewing location. Nevertheless, wetlands are all disturbed and views of surrounding development are dominant. Uniqueness/Heritage is a minor function of this wetland.

Visual Quality/Aesthetics: This value considers the visual and aesthetic quality or usefulness of the wetland. The visual aesthetics of this site is low. There is some value in multiple wetland classes that are visible from Forrestal Street. However, as described above, these wetlands are all disturbed. Visual Quality/Aesthetics is a minor function of this wetland.

Endangered Species: Endangered or threatened plant and wildlife species are not known to occur within this wetland. The wetlands and uplands on this property were dominated by plant communities typical of this region of Maine.

CONCLUSION:

Wetlands found within this site are low-value disturbed wetlands. They are providing the greatest functions in Sediment/Toxicant/Pathogen Retention and Nutrient Removal/Retention/Transformation. These functions relate to the usefulness of the wetland to take sediments, toxicants and nutrients from runoff from the surrounding development and remove or retain them within wetland vegetation which is dense herbaceous and shrub vegetation. Minor functions of this wetland were found to be Floodflow Alteration, Production Export, Wildlife Habitat, Uniqueness/Heritage, and Visual Quality/Aesthetics. All wetland functions have been extremely degraded due to the disturbed nature of the site and adjacency to developed areas on all sides.

Wetland Function-Value Evaluation Form – FLOODPLAIN WETLANDS

Total area of wetland ? _____ Human made? Y Is wetland part of a wildlife corridor? N or a "habitat island"? N

Adjacent land use _____ Developed _____ Distance to nearest roadway or other development adjacent

Dominant wetland systems present Scrub/Shrub, Emergent Contiguous undeveloped buffer zone present N

Is the wetland a separate hydraulic system? N If not, where does the wetland lie in the drainage basin? upper

How many tributaries contribute to the wetland? 0 Wildlife & vegetation diversity/abundance (see attached list)

Wetland I.D. _____
Latitude 44°10'41"N Longitude 70°10'0"W

Prepared by: MAH Date: 01/18/12

Wetland Impact:
Type: _____ Area: _____

Evaluation based on: Field

Office: _____ Field: X

Corps manual wetland delineation completed? Y X N

Function/Value	Occurrence		Rationale (Reference #)*	Principal Function(s)/Value(s)	Comments
	Y	N			
 Groundwater Recharge/Discharge		N	1,6,15		
 Floodflow Alteration	Y		4,5,7,9,15		
 Fish and Shellfish Habitat		N			
 Sediment/Toxicant Retention	Y		1,2,3,4,6,	Y	
 Nutrient Removal	Y		3,4,7,8,9	Y	
 Production Export	Y		1,2,7		
 Sediment/Shoreline Stabilization		N	1,2,3,15		
 Wildlife Habitat	Y		7,8,13		
 Recreation		N	12		
 Educational Scientific Value		N	9		
 Uniqueness/Heritage	Y		1,2,8,12,13,17		
 Visual Quality/Aesthetics	Y		1,9,12		
 Endangered Species Habitat		N			
Other					
Notes:.					

EXHIBIT C
MAINE HISTORIC PRESERVATION COMMISSION



February 17, 2012

Mr. Earl Shettleworth, Jr.
Maine Historic Preservation Commission
55 Capital Street
Augusta, Maine 04333

Re: Request for Section 106 Review
Proposed Parking Area
33 Saratoga Street, Lewiston, Maine

Dear Mr. Shettleworth:

Summit Geoengineering Services (Summit) is submitting a National Resource Protection Act (NRPA) application for a proposed parking area to be constructed on the above referenced site. Summit is undertaking this work at the request of the owner, White Rock Distilleries. Upon assessing the following information, we would respectfully request that the Maine Historic Preservation Commission conduct a review of the site for its potential effect on historic/archeological sites.

The proposed parking lot is to be located on the only significant remaining undeveloped portion of the 15 acre White Rock property. The parcel is located in the Lewiston Industrial Park and is surrounded by other commercial/industrial entities. The site's location is shown on the attached USGS and aerial maps.

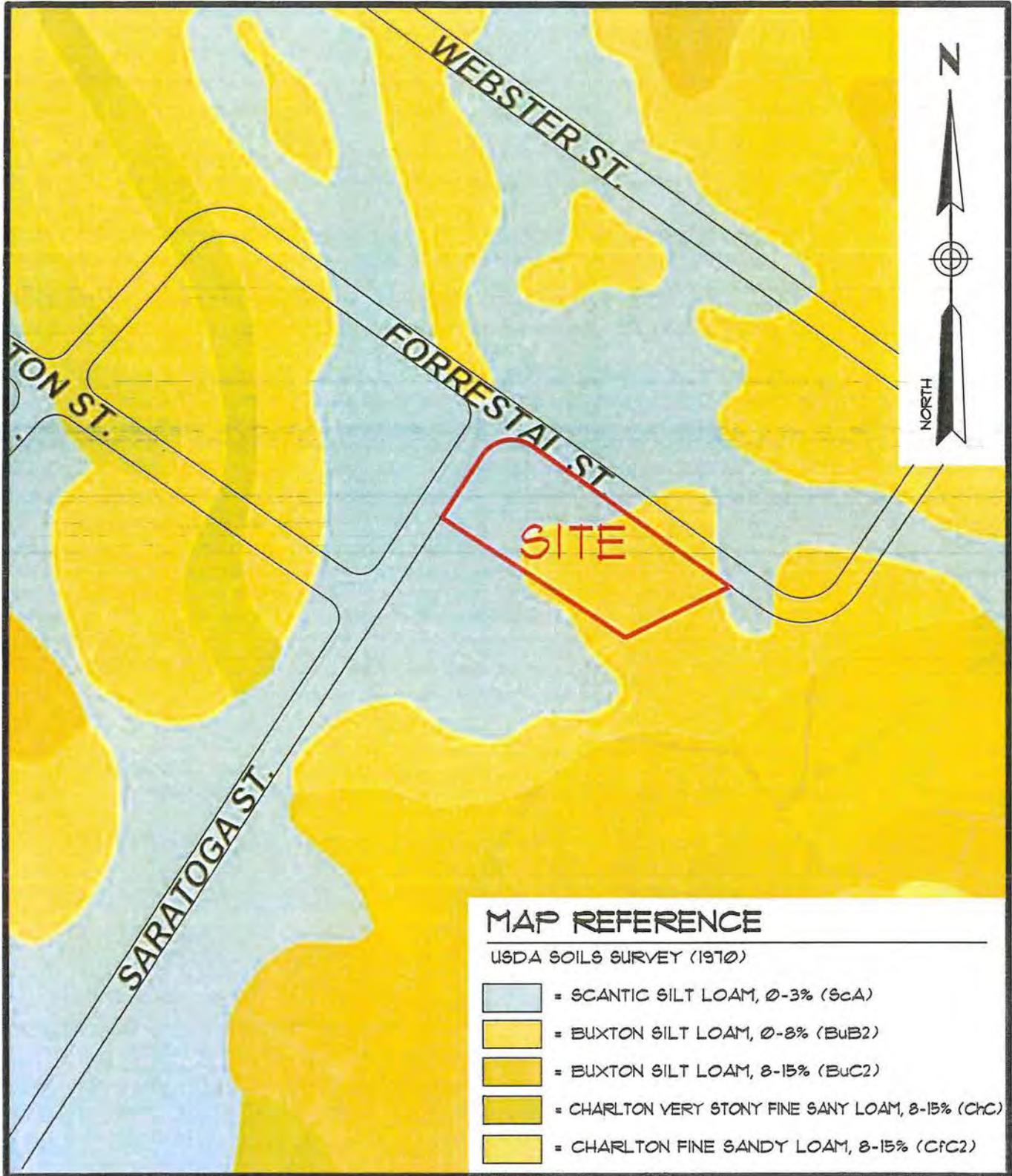
Summit would like to thank you in advance for your earliest possible review of the site. Please contact me at (207) 215-6340 if you have questions during the review process. Please notify by letter to the Lewiston office of your findings of potential impacts.

Respectfully,
Summit Geoengineering Services

Kevin Farrar, PLS
Project Manager

EXHIBIT D
SOILS MAP





MAP REFERENCE

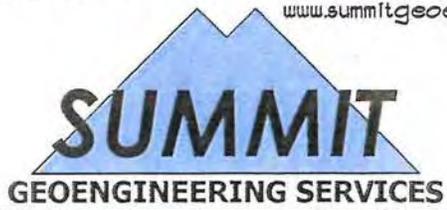
- USDA SOILS SURVEY (1970)
-  = SCANTIC SILT LOAM, 0-3% (ScA)
 -  = BUXTON SILT LOAM, 0-8% (BuB2)
 -  = BUXTON SILT LOAM, 8-15% (BuC2)
 -  = CHARLTON VERY STONY FINE SANDY LOAM, 8-15% (ChC)
 -  = CHARLTON FINE SANDY LOAM, 8-15% (Cfc2)

SOILS MAP
NEW TRUCK PARKING AREA
 33 SARATOGA STREET - LEWISTON, MAINE

PREPARED FOR
WHITE ROCK DISTILLERIES, INC.

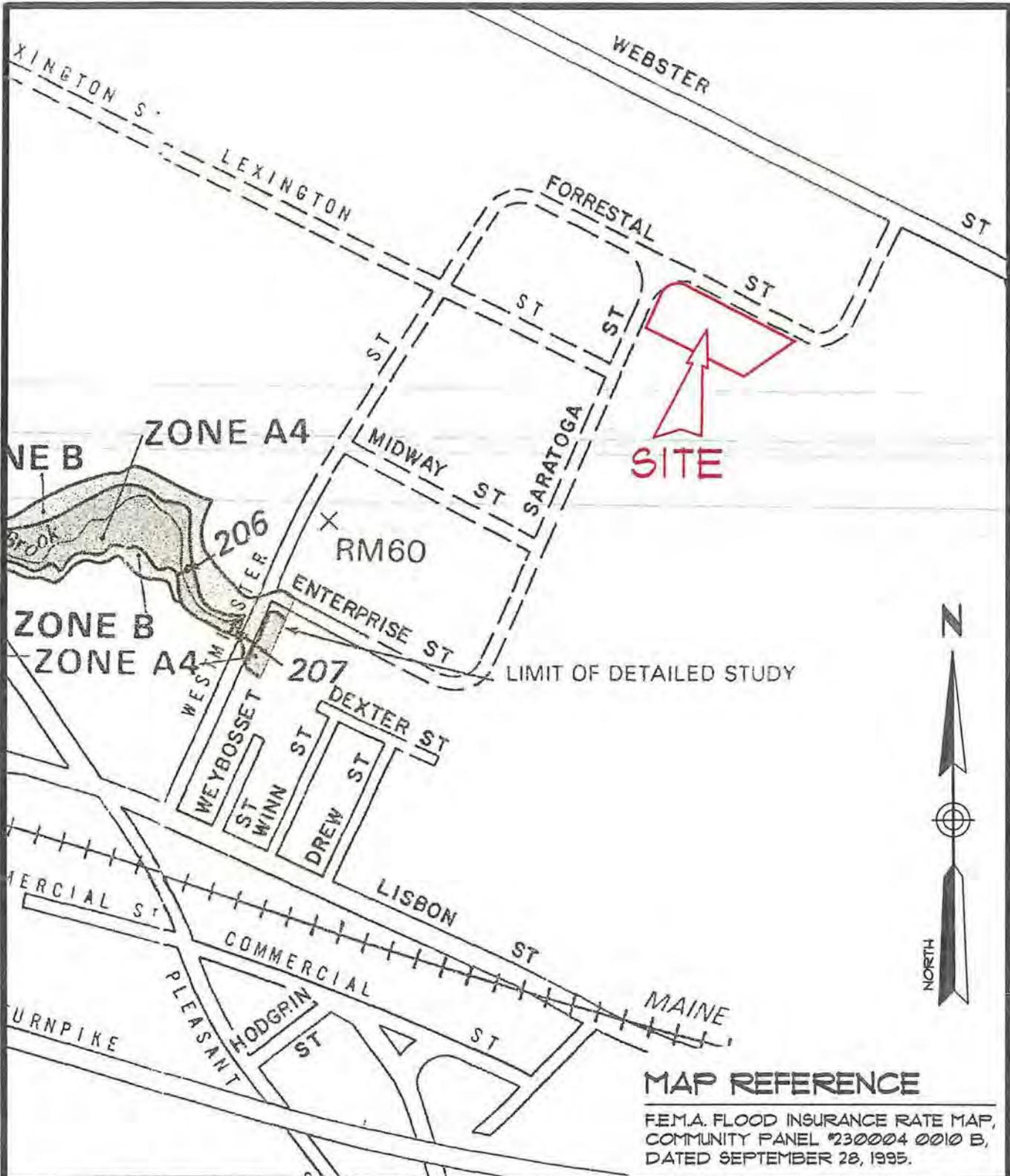
640 MAIN STREET
 LEWISTON, ME 04240

Tel.: (207) 318-7761
 Fax: (207) 629-9094
www.summitgeoeng.com



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 300'	FILE: 11158 MAPS

EXHIBIT E
FLOOD ZONE MAP



MAP REFERENCE

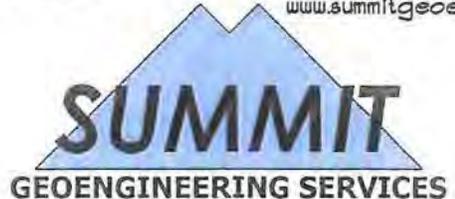
F.E.M.A. FLOOD INSURANCE RATE MAP,
 COMMUNITY PANEL #230004 0010 B,
 DATED SEPTEMBER 28, 1995.

**F.E.M.A. FLOOD ZONE MAP
 NEW TRUCK PARKING AREA**
 33 SARATOGA STREET - LEWISTON, MAINE

640 MAIN STREET
 LEWISTON, ME 04240

Tel.: (207) 318-7761
 Fax: (207) 629-9094
www.summitgeoeng.com

PREPARED FOR
WHITE ROCK DISTILLERIES, INC.



DATE: DEC. 2011	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 11158	SCALE: 1" = 600'	FILE: 11158 MAPS

Memo Edited to show how each item was addressed
City of Lewiston
Planning & Code Enforcement

TO: Summit Geoen지니어ing
FROM: David Hediger, City Planner
DATE: March 16, 2012
RE: White Rock Truck Parking

Planning and Code Enforcement has the following comments at this time upon reviewing the application:

1. You have referenced the stormwater requirements of Article XIII, Section 15 of the Zoning and Land Use Code. However, you need to address the performance guarantee section. Staff's recommendation is option 1. This document needs to be recorded. This will be recommended as a condition of approval.
2. Sheet 1: Expiration of approval note for development review should make reference to the new language contain in Article XIII, Section 11.
Confirmed new wording added to plan with David Hediger.
3. Sheet 2: detail sheet for street trees should reference a minimum caliper for 2.5 inches when planted.
Edited the "Tree & Shrub Planting Installation Detail" on Detail Sheet.
4. Application makes reference to lighting from 2008 approval. Detail or spec sheet should be provided. At a minimum, lighting should be full cut off fixtures.
Added note 6 to Site Plan indicating "full cut-off fixtures".
5. Application makes reference to site law criteria. For purposes of determining application complete, cross referencing to Lewiston approval criteria of Article XIII, Section 4 should also made.
Prepared a "Development Review Overview" (attached) to address items discussed in Lewiston Land Use Code, Article XIII, Section 4.
6. Your application references activity occurring in an urban impaired watershed. However, no reference is made to the impaired watershed standards. This includes noting the amount of disturbed and impervious area since 11/16/05. Application must reference these standards and any proposed mitigation/compensation.
The parking lot expansion consists of 50,207 s.f. of disturbed area (34,100 s.f. of impervious area and 16,107 of non-impervious (landscaped) area. The compensation fee for this project is \$4,284 (\$3,914 s.f. for impervious and \$370 for non-impervious).

Additional comments may be provided upon further review from this and other reviewing departments, which will be forwarded ASAP.

DEVELOPMENT REVIEW OVERVIEW
CRITERIA OUTLINED IN ZONING AND LAND USE CODE
ARTICLE XIII, SECTION 4

White Rock Distilleries is proposing to construct a tractor trailer parking area at their facility on Saratoga Street within the Lewiston Industrial Park. This narrative was prepared to outline how the proposed development addresses approval criteria in this section of the Zoning and Land Use Code.

A- Utilization of the site

Over the course of the last few years, as White Rock Distilleries business has grown, truck deliveries to and from the site have increased. Increasing congestion on the site, due to truck traffic has resulted in some trucks parking along Saratoga Street at times, as well as creating safety and traffic flow concerns. White Rock approached us to design a new tractor trailer parking area with “about 20-25 spaces” on the only remaining significant vacant portion of the facility. Several schematics were prepared that met that criteria, however the environmental impact (wetland alteration, impervious surface, disturbed area, detention pond size, etc) was greater than White Rock was counting on. In the end, White Rock selected the schematic that altered the least wetlands, had the smallest disturbed and impervious areas and had the fewest amount of parking spaces (17).

B- Traffic movement into and out of the development area

There are currently about 20 trucks per day servicing the business and traffic flow will not increase as a direct result of construction of this parking area. The proposed parking area will relieve congestion and improve the traffic flow along Saratoga Street and throughout the White Rock Facility. A “left turn only” sign will be placed where the new parking area exits onto Forrestal Street to prevent trucks from heading toward Webster Street.

C - Access into the site

This will remain in its current configuration.

D- Internal vehicular circulation

Circulation and safety will be improved because of increased tractor trailer storage capacity away from the main building. The parking lot, exits and entrances have been designed to allow turning and backing for WB-40 vehicles. The parking area will be “one way” toward Forrestal Street which will provide significant “stacking” to prevent a back-up onto Saratoga Street. The

parking area has been designed to take into account snow storage. It will also accommodate emergency access and enhance safety.

E- Pedestrian circulation

This will remain in its current configuration.

F - Stormwater management

All stormwater from the new paved parking area will be directed into a new stormwater retention pond. The pond has been sized to meet quality and quantity requirements for the 2, 10 and 25-year storm events.

One natural drainage way will be altered to accommodate the parking lot location. Surface water from this drainage way will be carried by culvert under a portion of the parking area before returning into the open drainage way downstream from the project.

The design of the stormwater retention pond takes into account all upstream drainage that flows to the pond (See "Post Development Watershed Map", sheet SW-1).

The developer will be responsible for maintenance and inspection of all components of the stormwater runoff system. We have included in our application forms for the developer to use for inspection and a maintenance schedule.

G - Erosion control

Erosion control measures include silt fencing and erosion control matting on all 2:1 slopes. Topsoil and fill material stockpiles shall be placed at least 50' from any drainage way crossing the site. As indicated on the plan the top of any cut section and the bottom of any fill section will not be closer than 10' from a boundary line (as required in Lewiston's Land Use Code). In addition, no topsoil shall be removed from the site other than the area to be paved (also required by Lewiston's Code).

H - Water supply

Not applicable.

I - Sewage Disposal

Not applicable.

J - Utilities

The only new utilities, as shown on the plan, are storm drainage structures and culverts associated with the control of stormwater.

K - Natural Features

The construction of the proposed parking area will result in 10,250 square feet of wetland alteration. A "Wetland Functional Assessment" performed by Jones Associates in January 2012

revealed that this wetland area exists as a "low value disturbed wetland". The area of impact has been reduced, through an alteration analysis (see DEP permit #L-19066-NJ-G-N), to the minimum that is feasible and meets the needs of White Rock Distilleries.

L - Groundwater protection

Not applicable

M - Water and air pollution

Not applicable

N - Exterior lighting

As shown on the site plan, 3 "full cut-off fixtures" are proposed to light the parking area. Light pole locations are at either end of the site to enhance visibility, safety and illuminate the entrance exit to the parking area.

O - Waste Disposal

No waste will be generated as a result of this project.

P - Lot Layout

The parking area has been sited and configured to minimize the area of wetland disturbance and to allow for safe vehicle access into and out of the site.

Q - Landscaping

Six street trees (2.5" min. caliper) are proposed along Forrestal Street.

R - Shoreland Relationship

Not applicable. The site is not in a shoreland zone.

S - Open Space

Not applicable

T - Technical and financial capacity

White Rock Industries will be funding this project with their own resources. White Rock Industries is a highly successful company which has been in business since 1937.

U - Buffering

Not applicable. This is a permitted use for the property and adjacent properties, all of which are in the Industrial Zoning District.

V - Compliance with district regulations

The site has been designed to comply with the dimensional and setback requirements of the Industrial Zoning District, as stipulated in Article XI.

W - Design consistent with performance standards

The site has been designed to meet the applicable performance standards outlined in Article XII, Performance Standards of the Zoning and Land Use Code.



Department of Public Services
David A. Jones, P.E., Director

DATE: March 9, 2012
TO: David Hediger, Planning Director
FROM: Ryan Barnes, P.E., Project Engineer
SUBJECT: White Rock Distilleries Parking Lot Expansion

Memo edited to show how each item was addressed

- Based on the detail for the "Crushed Stone Trench" it appears that the 4" underdrain could either be damaged by vehicle loading, plowing, or freezing, the drainage trench should include a cast iron grate with integrated piping as a minimum. Removed the detail for a "crushed stone trench" from the detail sheet and added "Trench drain such as 'NW 200 channel' by ACO Drain (or equivalent) to be selected by site maintenance manager.
- Curbing needs to be added to the plans to channelize flow to the proposed catchbasin and rip rap downspout. Curbing added to guide surface water to catch basin, riprap downspout and trench drain.
- The emergency spillway has a proposed slope greater than 20% and should be protected from erosion. Spillway is at a 2 : 1 slope and is protected by an "erosion control blanket" noted on the plan to be "Vmax SC250 by North America Green (or equal)".
- Erosion and Sediment Control note #5 states 75% grass catch, this should be 90% grass catch. Revision was made.

- There seem to be several discrepancies between the pre and post development stormwater calculations, and it may be beneficial for the applicants engineer to meet with public works to review the calculations. The discrepancies include, but may not be limited to:
 - The predevelopment area (Sebago Technic's Post-development Calculations) has an area of 12.728 AC and the post-development calculations have an area of 12.130 acres. Part of this appears to be because the point of interest identified by Summit does not match the point of interest in the Sebago calculations, however, it is not clear as to which areas were included in the postdevelopment calculations and if the pre and post areas match. Please provide additional information clarifying the pre and post development areas.

The time of concentration (T_c) flow path for Watershed #1 (Post) appears to be the same as the T_c flow path Subcatchment 1 (Pre), except that it has been shortened by 348 feet, which should result in a reduction in the T_c , however, the time of concentration has increased from 19.7 mins. To 22.2 mins., calculations need to be revised with the same assumptions, as this can change the results.

Met with Ryan Barnes to go over these issues and have made adjustments to the Post-Development Watershed Plan as well as the 2, 10 & 25 yr. flood elevations.

The hydrocad model for Reach 1 should be rerun with the new T_c as this will likely change the postdevelopment runoff volumes. The current calculations indicate that the culvert is undersized and could cause water to back up onto the adjacent properties; the revised calculations should be checked to verify that this isn't going to occur, as it could cause erosion to the corner of the building.

The culvert in question (Reach 1) was up-sized from 18" to 21". The revised watershed computations and the revised "Post-Development Watershed Map" are attached for more information.

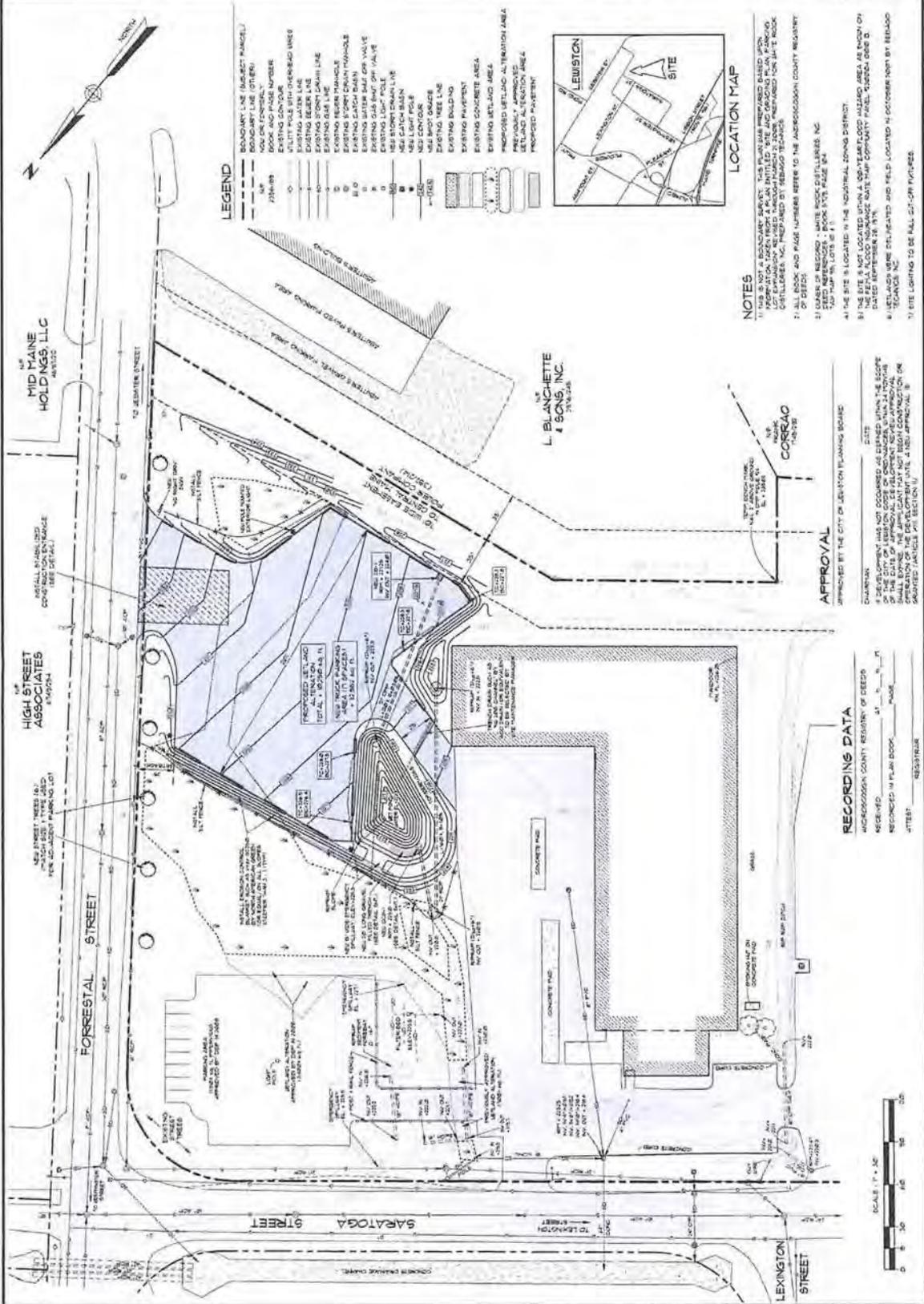
The post-development stormwater computations have been revised as suggested, specifically the T_c flow paths associated with Watershed #1. This revision increased the total post-development peak flow rates to at or slightly above the pre-development peak flow rates. The wet pond orifice was modified to bring the resulting post development peak flow rates to at or below the pre-development flow rates.

POST DEVELOPMENT PEAK RUNOFF			
Subwatershed	2 Year	10 Year	25 Year
1	5.17	14.17	19.31
2 & 3 (Pond)	0.42	0.71	1.12
4	2.67	4.61	5.59
A & B (Pond 3P)*	0.40	0.80	0.90
TOTAL	7.50	17.73	22.77

A comparison of the Predevelopment and Post development peak flow rates is summarized in the following table.

TABLE 1 STORMWATER RUNOFF SUMMARY			
Storm Event	2 yr	10 yr	25 yr
Predevelopment	8.5	20.5	27.0
Post Development	8.6	20.3	26.9

The revised Sheet 2 and Hydrocad computations are attached.



- LEGEND**
- BOUNDARY LINE (SUBJECT PARCEL)
 - BOUNDARY LINE (OTHER)
 - COLOR CENTERLINE
 - EXISTING CONTOUR
 - EXISTING CONTOUR
 - UTILITY POLE WITH OVERHEAD LINES
 - EXISTING WALK LINE
 - EXISTING FRONT LAWN LINE
 - EXISTING GAS LINE
 - EXISTING SPOUT DRAIN MANHOLE
 - EXISTING CATCH BASIN
 - EXISTING WATER MAIN VALVE
 - EXISTING SPOUT DRAIN VALVE
 - EXISTING "LOW" POLE
 - NEW SPOUT DRAIN LINE
 - NEW CATCH BASIN
 - NEW CONTOUR
 - NEW CONTOUR
 - EXISTING WALK LINE
 - EXISTING BUILDING
 - EXISTING PAVEMENT
 - EXISTING CONCRETE AREA
 - PROPOSED WETLAND ALTERNATION AREA
 - PROPOSED WETLAND ALTERNATION AREA
 - PROPOSED PAVEMENT



NOTES

- 1) THIS IS NOT A BOUNDARY SURVEY. THIS PLAN IS PREPARED BASED UPON THE DATA PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED FOR THIS PROJECT.
- 2) THE PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED FOR THIS PROJECT.
- 3) ALL DIMENSIONS AND SPACING REFER TO THE METROCONCRETE COUNTY REGISTRY.
- 4) THE SITE IS LOCATED IN THE INDUSTRIAL ZONING DISTRICT.
- 5) THE PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED FOR THIS PROJECT.
- 6) ALL DIMENSIONS AND SPACING REFER TO THE METROCONCRETE COUNTY REGISTRY.
- 7) THE PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED FOR THIS PROJECT.
- 8) ALL DIMENSIONS AND SPACING REFER TO THE METROCONCRETE COUNTY REGISTRY.
- 9) THE PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED FOR THIS PROJECT.
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APPROVAL

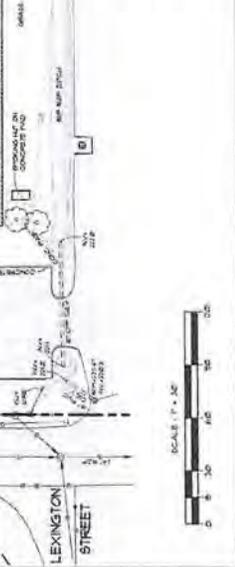
APPROVED BY THE CITY OF LEWISTON PLANNING BOARD

COUNTY: LEWISTON
 DATE: 10/10/11

A DEVELOPMENT HAS NOT OCCURRED AS DENIED WITHIN THE SCOPE OF THE CITY OF LEWISTON PLANNING BOARD'S JURISDICTION. THE SMALL BOWLING ALLEY CANNOT BE RECONSTRUCTED OR RELOCATED UNTIL THE CITY OF LEWISTON PLANNING BOARD HAS GRANTED VARIANCE PER SECTION 11.1.

RECORDING DATA

METROCONCRETE COUNTY REGISTRY OF DEEDS
 RECEIVED: _____ AT _____ P.M.
 RECORDED IN PLAN BOOK _____ PAGE _____
 ATTEN: _____ REGISTRAR

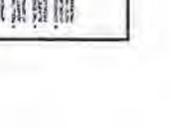
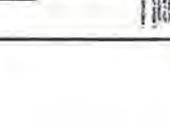
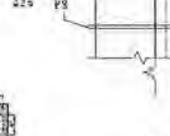
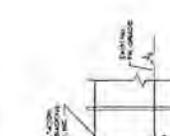
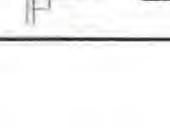
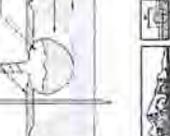
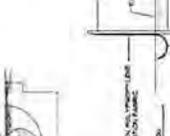
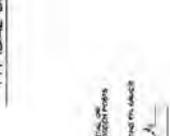
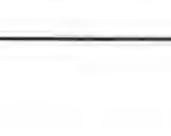
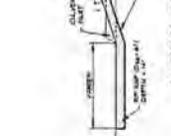
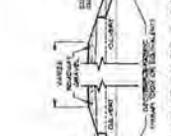
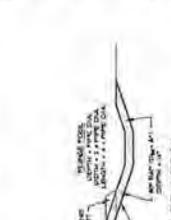
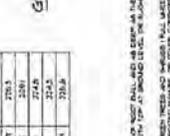
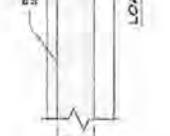
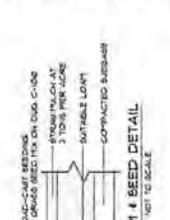


GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
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EROSION & SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
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CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: May 10, 2012
RE: May 14, 2012 Planning Board Agenda Item V(a)

Request for a recommendation on capital expenditures costing \$200,000.00 which are not included in the annual capital program for the purpose of undertaking renovations to Social Services Office Space at City Hall.

Pursuant to Article VII, Sections 4(f) of the Zoning and Land Use Code, the board shall review and make a recommendation to the city council with regard to all capital expenditures costing \$100,000.00 or more which are not included in the annual capital program.

City Administration has been evaluating changes to improve the working conditions in the offices of Social Services. This has included evaluating relocating the office to another space in City Hall and reviewing how the existing space could be better arranged. Working with Social Services and other staff, a plan has been developed that allows Social Services to remain in its current location while improving the layout, efficiency, and security of the operation. Said improvements are proposed to be completed in 2012 and are expected to cost \$200,000.00 which was not included in the annual LCIP. Reference should be made to City Administrator Ed Barrett's memorandum dated May 8, 2012.

ACTION NECESSARY:

Make a motion pursuant to Article VII, Sections 4(f) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for a capital expenditure costing \$200,000.00 for the purpose of undertaking renovations to Social Services Office Space at City Hall.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



May 8, 2012

To: Planning Board
Fr: Edward A. Barrett
Su: Renovations to Social Services Office Space

The current Social Services' space in City Hall is poorly laid out, inefficient, and lacks adequate HVAC and security. It poses workflow problems since the client interview area is separated from the case workers' office space and has poor access to both physical and automated filing systems. Confidentiality is an issue given the layout and small size of the interview area. The lack of privacy for case workers and clients has and continues to pose management and operational issues.

For some time, we have been evaluating changes to improve the working conditions in this office. This has included evaluating relocating the office to another space in City Hall and reviewing how the existing space could be better arranged.

Working with Social Services and other staff, we have developed an alternative that allows Social Services to remain in its current location while improving the layout, efficiency, and security of the operation. A copy of the revised layout is attached.

This proposal relocates the client waiting area, allows the area to remain under surveillance by staff, combines case worker interview and work areas in a manner that recognizes client confidentiality, and clearly segregates clients from staff to ensure safety and security.

Based on preliminary estimates, the cost to renovate this space is estimated at approximately \$175,000 to \$200,000. Undertaking this work will also require the temporary relocation of the Social Services Office.

Given the difficult working conditions currently in existence, we would like to pursue this proposal during the coming year. This would most likely require including it in the upcoming bond issue for FY13. Since the project exceeds \$100,000 and it is not included in the LCIP, I would ask for your recommendation so that it can be made available to the City Council as it considers bond authorizations.

