

CITY OF LEWISTON
PLANNING BOARD MEETING
Monday, April 14, 2014 – 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) A request by Andrew Knight on behalf of Agora, LLC for a conditional use permit and development review approval to operate a hotel/motel/inn, drinking place, restaurant, and place of indoor amusement and assembly at 1Walnut Street – formerly St. Patrick's.
- b) An application submitted by Walsh Engineering Associates, Inc. on behalf of ReEnergy Lewiston, LLC to amend their conditional use permit for 38 Alfred A. Plourde Parkway to allow the site to receive materials on Saturdays from 6:00 AM to 2:00 PM.

V. OTHER BUSINESS:

- a) 156 East Avenue – Franklin Pasture – update on proposed improvements baseball field.
- b) 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 March 10, 2014 and March 24, 2014 draft minutes

VII. ADJOURNMENT



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: March 10, 2014
RE: March 24, 2014 Planning Board Agenda Item IV(a)

A request by Andrew Knight on behalf of Agora, LLC for a conditional use permit and development review approval to operate a hotel/motel/inn, drinking place, restaurant, and place of indoor amusement and assembly at 1Walnut Street – formerly St. Patrick’s.

Andrew Knight on behalf of Agora LLC has submitted an application for a conditional use permit and development review approval to operate a hotel/motel/inn, drinking place, restaurant, and place of indoor amusement and assembly at 1Walnut Street. This property of approximately 1.4 acres consists of a vacant church, rectory, and parking lot and was recently approved by the City Council to be conditionally zoned to the Centreville (CV) district (effective April 18, 2014). As part of that conditional rezoning, restaurants are allowed as a permitted use; a hotel/motel/inn, drinking place, and place of indoor amusement and assembly are allowed as a conditional use. All of the proposed uses are subject to development review approval resulting in the establishment of a new nonresidential use even if no building or structures are proposed pursuant to Article XIII, Section 2(a)(9) of the Zoning and Land Use Code of the City of Lewiston.

The applicant is requesting approval to operate the following:

- A restaurant: This provides the applicant the ability to operate a licensed eating and drinking establishment open to all ages.
- A drinking place: This provides the applicant the ability to operate a licensed establishment with a full liquor license, and a special amusement permit for dancing. Such an establishment is subject to the locational criteria for adult business establishments, tattoo establishments, and drinking places contained in Article XII, Section 9. The applicant has demonstrated to staff’s satisfaction that these criteria have been met, with the closest establishment – Trinity Church – being located over 300’ away from the main entrance of each establishment. This use is subject to the conditional use criteria contained in Article X, Section 3 of the aforementioned code.
- A hotel/motel/inn: This provides the applicant the ability to operate a lodging establishment. The applicant has requested the ability to operate a lodging establishment up to 18 rooms. This use is subject to the conditional use criteria.
- A place of indoor amusement and assembly: The applicant has requested the ability hold a number of different events; specifically, large events such as wedding and conferences. While these types of events may be considered accessory to a religious facility, the ability to operate a place of indoor assembly, amusement, or culture independently is a change of use and subject to the conditional use criteria. The petitioner has suggested the primary clientele will likely consist of corporate, not-for-profit, and government entities

seeking mid-size conference space and wedding parties seeking a unique and beautiful ceremony and reception venue. This use is subject to the conditional use criteria.

The applicant has addressed the conditional use criteria contained in Article X, Section 3 noting the proposed use shall not have a significant adverse impact upon the value of quiet possession of the surrounding properties greater than would normally occur from such a use in the district and notes the following:

- The proposed use is similar to that of the previous use as a church with occupancy of approximately 1000 people, hosting services and large private events.
- There are no site improvements proposed with the applicant utilizing the existing structure, which comparable in size to the Basilica and CCI office and housing structures abutting this property.
- Traffic expected at this site will be similar to that of the previous use as a church. The site provides approximately 45 parking spaces. Because the structure is designated as historic, no additional parking spaces are required as per Article XII, Section 17(e)(4).
- The applicant has indicated any noise generated from the site will not exceed 60 dBA at the boundary lines of the property, the maximum allowed by Code. This will likely be comparable to or less than levels from the previous use as church (i.e. tower bells, organ, etc.) and comparable to noise generated from Kennedy Park and the Basilica.
- The applicant emphasizes that the request to operate a drinking place and place of indoor amusement and assembly will not result in bar or night club operation. The applicant is looking to have public and private events which may include serving food, alcohol and entertainment (i.e. amplified music, voices, etc.). To discourage a night club type operation, the applicant has proposed the following limitations for public events:
 - Thursday, Friday, or Saturday, or the days before Federal holidays, alcoholic beverages will not be served beyond 1:00 AM the following morning and patrons will be required to leave the property by 2:00 AM the following morning. For public events beginning on any other day, alcoholic beverages will not be served beyond 12:00AM. the following morning and patrons will be required to leave the property by 1:00 AM the following morning.
 - For public events, regarding the sale of alcoholic beverages, “happy hour” promotions will not be permitted and no alcoholic beverage will be sold for less than \$3.

The applicant is also requesting the conditional use permit be valid for two years to begin renovations and to diligently pursue improvements to completion. This would be consistent with the development review expiration of approval requirements of Article XIII, Section 11 which provides an applicant two years to start a project and five years to complete.

As noted above, no site improvements are being proposed. The applicant is working with various City departments to bring the structure into compliance for the proposed uses.

No other concerns have been raised by city staff. Therefore, approval is recommended pursuant to Article VII, Section 4(j), Article X, Section 3 and Article XIII, 2(a)(1)(b) and Section 4 Zoning and Land Use Code with the following conditions:

- Operation of a hotel/motel/inn is limited to no more than 18 rooms.

- Thursday, Friday, or Saturday, or the days before Federal holidays, alcoholic beverages will not be served beyond 1:00 AM the following morning and patrons will be required to leave the property by 2:00 AM the following morning. For public events beginning on any other day, alcoholic beverages will not be served beyond 12:00 AM. the following morning and patrons will be required to leave the property by 1:00 AM the following morning.
- For public events, regarding the sale of alcoholic beverages, “happy hour” promotions will not be permitted and no alcoholic beverage will be sold for less than \$3.
- Any noise generated from the site will not exceed 60 dBA at the boundary lines of the property
- The conditional use permit is valid for two years to begin renovations and to diligently pursue improvements to completion.

ACTIONS NECESSARY

1. Make a motion to consider a petition submitted by Andrew Knight on behalf of Agora, LLC for a conditional use permit and development review approval to operate a hotel/motel/inn, drinking place, restaurant, and place of indoor amusement and assembly at 1Walnut Street.
2. Obtain input on the petition;
3. Make a determination that the application is complete;
4. Make a motion pursuant to Article VII, Section 4(j), Article X, Section 3 and Article XIII, 2(a)(1)(b) and Section 4 Zoning and Land Use Code and to grant approval to Agora, LLC to operate a hotel/motel/inn, drinking place, restaurant, and place of indoor amusement and assembly at 1Walnut Street (subject to any concerns raised by the Planning Board or staff).

AGORA LLC

ANDREW KNIGHT, MANAGER • WALNUT STREET • LEWISTON, ME 04240 • 571.505.2916

3/31/2014

Bruce Damon, Planning Board Chair, and Fellow Board Members
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201

Dear Mr. Damon:

On behalf of the owner, Agora LLC, of the Property located at 220 Bates Street and 1 Walnut Street (formerly St. Patrick's Church and Rectory), I am requesting a conditional use permit for the Property. Current zoning in the Downtown Residential (DR) zoning district allows use by-right as a restaurant and conditional use as a hotel/motel/inn. Recently, the Planning Board and City Council approved a conditional rezoning of the Property to include various conditional uses currently available in the Centreville (CV) zoning district, notably drinking places and places of indoor assembly, amusement, or culture, in addition to the previously allowed uses in the DR.

Agora LLC aims to commercialize the Property in a manner that brings value to the Lewiston community, raises property values and property tax base, brings in revenue from within and outside of the Lewiston-Auburn area, and further enhances the downtown Lewiston area as a tourist destination. Specifically, Agora LLC aims to create a classy and upscale venue tailored to a high-end clientele. Further, while it is envisioned that the majority of uses will consist of private events, such as private conferences during the day and private wedding receptions in the evenings, there will be times that opening the Property for public events will be beneficial to the Lewiston-Auburn community. In all cases, the aim of Agora LLC will be creating a positive image of Lewiston and a reputation of high class.

In the following description and request, focus is given to the word "event," particularly in the case of "public events." The Property is not intended to be casually open to the public for the purpose of drinking. Neither a bar nor a night club, which are casually open for the serving of alcohol, is envisioned by the phrase "public events." A **public event** is one in which a specific attraction, having a specific start time, is available to be enjoyed by members of the public. This may include, but is not limited to: comedy shows, theater/plays, musicians, bands, DJs, art exhibitions, speeches, tournaments, competitions, dance and dance instruction, exercise and physical performance and/or participation, and so forth. For example, while The Franco Center regularly hosts musicians and serves alcohol, it is neither a bar nor a night club.

Allowing for a drinking place at the Property will enable Agora LLC to provide alcohol without catering from outside vendors, while at the same time allowing for a restaurant with a full liquor license to have dancing, as a special amusement permit for dancing at any licensed establishment classifies the use as a drinking place.

Attached please find a Development Review Application, property plans containing the information found in the attached sample plan checklist, a copy of the Deed to the Property

and a copy of the checklist completed for the proposal. As shown in the Deed, the Property is owned by Agora LLC, a Maine single-member limited liability company, of which I am the sole member and manager.

Current zoning of the Property allows use by-right as a restaurant, to which none of the following proposed restrictions will apply. Further to Appendix A, Article X, of the Zoning and Land Use Code of Lewiston, Maine, I am requesting the Planning Board grant a conditional use permit for the Property to include the following uses:

- * Use of the Property as a hotel/motel/inn with up to 18 rooms for rent.
- * Use of the Property for **private** events, in which some or all of the Property is rented to an individual or group who may use the property for any of a variety of applications and private gatherings, including but not limited to: weddings, receptions, birthdays, anniversaries, bar/bat mitzvahs, graduations parties, retirement parties, reunions, holidays, festivals, celebrations, company gatherings, conventions, conferences, retreats, shows, meetings, and so forth. Private events are not open to the public and their attendance is controlled by the aforementioned individual or group, such as through private invitations, personal acquaintance, or a guest list.
- * Use of the Property for **public** events, in which members of the public may enter and use the Property according to lawfully enforceable restrictions, such as but not limited to: admission fees, dress codes, level of alcohol consumption, conduct, age of majority, and any other lawful means of restricting access.
- * Use of the Property as a drinking place and place of indoor assembly, amusement, or culture, which may include the lawful serving of food, beverages, and alcoholic beverages and the creation of sound (live or amplified music, voices, and other sounds), subject to the following restrictions:
 - Pursuant to Appendix A, Article XII, Section 19(2) of the Zoning and Land Use Code of Lewiston, Maine, noise levels will not exceed 60 dBA at the boundary lines of the Property.
 - For public events beginning on Thursday, Friday, or Saturday, or the days before Federal holidays, alcoholic beverages will not be served beyond 1 a.m. the following morning and patrons will be required to leave the Property by 2 a.m. the following morning. For public events beginning on any other day, alcoholic beverages will not be served beyond 12 a.m. the following morning and patrons will be required to leave the Property by 1 a.m. the following morning.
 - For public events, regarding the sale of alcoholic beverages, "happy hour" promotions will not be permitted. Further, to cater to a high-end clientele, pricing for alcoholic beverages and cocktails should aim for the \$5 to \$12 range and no alcoholic beverage will be sold for less than \$3.
 - Not more than 1000 people will occupy the Property at any one time, which may be further reduced by local or State of Maine building and fire code requirements.

Further to the performance standards contained in Appendix A, Article XII, Section 9, of the Zoning and Land Use Code of Lewiston, Maine, which applies to the locational criteria for adult business establishments, tattoo establishments, and drinking places:

- The minimum distance between an adult business establishment, tattoo establishment, and/or drinking place and any two other adult business establishments, tattoo establishments, and/or drinking places in the same or

adjoining zoning district shall be 500 feet for businesses located in any other district as measured along the ordinary course of travel between the main entrance of each premise. There are no other said establishments within 500 feet of the Property.

- A drinking place may not be located within 300 feet, as measured along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business. Trinity Church, located at 247 Bates Street, is the closest church to the Property, and the distance from the main entrance of the Property to each of the main entrances of Trinity Church is approximately 338 feet, thus satisfying this criterion. Further, there are no public or private schools, school dormitories, chapels or parish houses, or legally-established dwellings in a residential zoning district within 300 feet of the Property.

Further to Appendix A, Article X, of the Zoning and Land Use Code of Lewiston, Maine, satisfaction of the Standards for Conditional Use Permits will be discussed below:

First, neither the proposed use nor the proposed site upon which the use will be located is of such a character that the use will have significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from such a use in the zoning district. This is true for a variety of reasons:

- The current zoning of the property allows use as a restaurant by right. A restaurant could have the same or comparable impact on the surrounding properties as the proposed use. For example, a restaurant can serve food and alcoholic beverages and can create noise levels comparable to the proposed use. Further, a restaurant can host private events and parties that are comparable to the proposed use. As an example, Grace Restaurant in Portland, a converted church, rents out its space for exclusive use for weddings and receptions. Such use, already allowed by right, would have a comparable impact on the surrounding properties as the proposed use.
- The Property, until 2009, operated as a church, serving up to 1000 patrons at a time, creating noise from choirs, organs, bells, etc., and hosting large private events such as weddings. These uses have the same or comparable impact on the surrounding properties as the proposed use.
- The size of the proposed use is comparable to surrounding uses (as well as historic uses, as discussed above). For example, the Basilica of Saints Peter and Paul, just a few blocks away, is a large Catholic church capable of serving a large congregation and hosting large events, such as weddings. As for businesses with large patronage, City Hall, just across Kennedy Park from the Property, is a large building with a large workforce, as is Community Concepts, just next door to the Property.
- The amount and type of traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces are comparable to surrounding uses (as well as historic uses, as discussed above). Historically, the Property was a church that held masses and events for very large congregations, many days of the week, and during a wide variety of hours. For example, even though most church business was probably transacted during the day, evening weddings and midnight masses extended hours of operation late into the night. Further, the traffic and parking requirements to

handle up to 1000 patrons, when the Property was a church, is comparable to the proposed use. Similarly, the Basilica of Saints Peter and Paul, just a few blocks away, serves functions (weddings, masses, etc.) that are similar or comparable in terms of traffic, hours of operation, and so forth. Local businesses, such as Community Concepts, serve a large number of employees and clients, having comparable traffic and parking needs. Further, the parking lot attached to the Property can comfortably park around 45 vehicles and street parking and parking garages are nearby and plentiful. Finally, because this property is designated as being a historic structure within Kennedy Park Historic District as per Article XV, no additional parking spaces are required for any structure that has been designated as significant for historic preservation and is proposed for reuse pursuant to city parking requirements in Article XIII, Section 17.

- The generation of noise is comparable to surrounding uses (as well as historic uses, as discussed above). The Basilica of Saints Peter and Paul, just a few blocks away, serves functions (weddings, masses, etc.) that are similar or comparable in noise generation. Further, Kennedy Park, just adjacent to the Property, is a public park having a pool, skate park, and so forth, that generate comparable noise. The noise limit for this zoning region is 60 dBA at the property lines, which will not be exceeded by the proposed use. The proposed use will not likely produce significant dust, odor, vibration, glare, smoke, litter, and other nuisances.
- The proposed use is not likely to significantly impact the quality or quantity of groundwater available to abutting properties, nor to aggravate adverse impacts upon surrounding properties.

Second, vehicular and pedestrian access to, into and within the site will be safe and will not be overburdened or create hazards because they are inadequate. This is true for a variety of reasons:

- The Property was built and maintained as a large church, capable of handling vehicular and pedestrian access of over 1000 patrons. Public sidewalks around the Property and through Kennedy Park are plentiful. Further, the parking lot attached to the Property can comfortably park around 45 vehicles and street parking and parking garages are nearby and plentiful.
- Facilities, including sidewalks and crosswalks, are present to assure the safety of pedestrians passing by or through the site.

Third, municipal or other facilities serving the proposed use will not be overburdened or create hazards because they are inadequate. This is true for a variety of reasons:

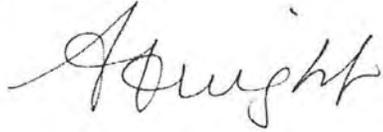
- The capacity of sewerage and water supply systems is adequate to accommodate the proposed use. The Property was built and maintained as a large church, capable of handling over 1000 patrons. The Rectory portion of the Property has six bathrooms and an adequate sewerage and water supply system to accommodate use as a hotel/motel/inn. The Church portion of the Property has two bathrooms and will be expanded to include at least three additional bathrooms. It already has an adequate sewerage and water supply system to accommodate the proposed use.
- The capacity of the storm drainage system is adequate to accommodate the proposed use. No changes will be made to this system.
- The ability of the fire department to provide necessary protection services to the site and development is adequate. The fire department is three blocks from the Property. The Property was built and maintained as a large church, capable of handling over

1000 patrons, and has maintained the ability of the fire department to provide necessary protection services to the site. Upgrades to the space will be made in compliance with applicable building and fire code requirements.

Further to Section 5, I respectfully request a conditional use permit that is valid for two years.

I look forward to discussing this proposal with you. Please let me know if you have further questions.

Kind regards,

A handwritten signature in cursive script, appearing to read "A Knight".

Andrew Knight, J.D.

Zoning Summary

1. Property is located in the DR/CV zoning district.
 2. Parcel Area: 1.41 acres / 62,000 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	/	1.41
Street Frontage	/	1020
Min Front Yard	/	n/a
Min Rear Yard	/	n/a
Min Side Yard	/	n/a
Max. Building Height	/	n/a
Use Designation	/	n/a
Parking Requirement	1 space/ per	square feet of floor area
Total Parking:	/	45
Overlay zoning districts (if any):	/	/
Urban impaired stream watershed?	YES/NO	If yes, watershed name

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.

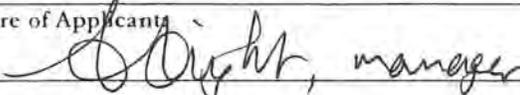
Refer to the application checklist for a detailed list of submittal requirements.

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: 3/31/14
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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: The Agora Grand Events Center
 PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 12422/12423
1 Walnut St./220 Bates St.

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

	Planting Schedule	n/A			
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500				
	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					
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
Traffic Information					
	Access Management				
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
Utility Plan					
	Water				
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer				
	Available city capacity				
	Electric				
	Natural Gas				
	Cable/Phone				
Natural Resources					
	Shoreland Zone				
	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)	n/a			
	Taylor Pond Watershed (Auburn only)	n/a			
Right Title or Interest					
	Verify	✓			
	Document Existing Easements, Covenants, etc.	✓			
Technical & Financial Capacity					
	Cost Est./Financial Capacity	n/a			
	Performance Guarantee	n/a			
State Subdivision Law		n/a			
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City				
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
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					

KNOW ALL BY THESE PRESENTS,

THAT, the **Roman Catholic Bishop of Portland**, a body politic and corporation sole, created and existing under the laws of the State of Maine, and having its chancery in Portland, County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations paid by Agora LLC, a limited liability company organized under the laws of the State of Maine, the receipt of which consideration it does hereby acknowledge, does hereby remise, release, and convey, and forever quit-claim unto the said **Agora LLC**, its successors and assigns, the following described real estate:

See attached Exhibit A.

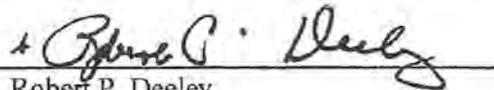
To have and to hold the same, together with all the privileges and appurtenances thereunto belonging to the said Grantee, his heirs and assigns forever.

In Witness Whereof, the said Roman Catholic Bishop of Portland, a body politic and corporation sole, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert P. Deeley, Roman Catholic Bishop of Portland, thereunto duly authorized, according to the discipline and government of the Roman Catholic Church and the laws of the State of Maine, this 3rd day of March, in the year of our Lord Two Thousand and Fourteen.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF**

ROMAN CATHOLIC BISHOP OF PORTLAND



By: 
Robert P. Deeley

STATE OF Maine
Cumberland (County), ss.

March 3, 2014

Personally appeared the above named Robert P. Deeley, Roman Catholic Bishop of Portland, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said Roman Catholic Bishop of Portland, corporation sole.

Before me,

Rachel J. Daigle
Notary Public

Rachel J. Daigle

My Commission Expires: April 30, 2021

St. Patrick's Church Lot

Exhibit A

The certain three parcels of land, in Lewiston, Androscoggin County, State of Maine, referenced below as Parcels One, Two and Three

Parcel One

A certain lot land situated in said Lewiston, bounded and described as follows, to wit:

Beginning at a point formed by the intersection of the Southerly line of Walnut Street with the Easterly line of Bates Street; thence running Southerly on the Easterly line of Bates Street, one hundred (100) feet to the Northerly line of land, conveyed by the Franklin Company to the Right Rev. James A. Healy, Bishop of Portland, by deed No. 823, dated November 4th, 1886; thence Easterly on said Northerly line two hundred (200) feet to the Westerly line of Blake Street; thence Northerly on said Westerly line of Blake Street, one hundred (100) feet to the Southerly line of Walnut Street; thence Westerly on said Southerly line of Walnut Street two hundred (200) feet to the point of commencement.

FOR SOURCE OF TITLE to Parcel One, reference may be had to deed from Thomas H. Wallace to the Roman Catholic Bishop of Portland, dated December 13, 1892, and recorded in the Androscoggin County Registry of Deeds at Book 161, Page 261. Being the same parcel conveyed to Thomas H. Wallace by the Franklin Company, by deed of Quitclaim No. 896, dated February 28, 1890, and recorded in said registry at Book 75, Page 695.

Parcel Two

A certain lot of land, situated in the City of Lewiston, in the County of Androscoggin and State of Maine, bounded and described as follows, to wit:

Commencing on the Easterly line of Bates Street, at a point one hundred (100) feet Southerly of the Southerly line of Walnut Street; thence Southerly on said Easterly line of Bates Street one hundred (100) feet to the Northerly line of land formerly of the Hill Manufacturing Company; thence Easterly on said Northerly line two hundred (200) feet to the Westerly line of Blake Street; thence Northerly on said Westerly line of Blake Street, one hundred (100) feet; thence Westerly on a line one hundred (100) feet Northerly of and parallel with said Northerly line of said Hill Manufacturing Company's land two hundred (200) feet to the point of commencement.

FOR SOURCE OF TITLE to Parcel Two, reference may be had to the parcel of land in the deed from James Augustine Healey to the Roman Catholic Bishop of Portland, dated February 20, 1891, and recorded in the Androscoggin County Registry of Deeds at Book 143, Page 166, described particularly at Page 169 thereof as the real estate described in the "Deed from the

Franklin Company, dated November 4, 1886, and recorded in the Registry of Deeds for said last named County, Book 75, Page 371, conveying real estate in Lewiston in said last named county, known as St. Patrick Church.”

Parcel Three

A certain lot or parcel of land situated in said Lewiston and bounded and described as follows:

Commencing on the Easterly side of Bates Street at a point about two hundred (200) feet Southerly from the corner formed by the intersection of the Southerly line of Walnut Street and the Easterly line of Bates Street; thence by said line of Bates Street Southerly one hundred and ten (110) feet to land formerly owned by J. G. Coburn; thence Easterly by the line of said Coburn's land two hundred (200) feet to Blake Street; thence Northerly by said Blake Street one hundred and ten (110) feet to land conveyed to the Right Rev. James A. Healy by the Franklin Company by deed dated November 4th, 1886, and recorded in the Androscoggin County Registry of Deeds, Book 75, Page 371; thence Westerly by said land two hundred (200) feet to point of beginning on Bates Street, also the buildings situated thereon.

FOR SOURCE OF TITLE to Parcel Three, reference may be had to deed from the Hill Manufacturing Company to the Roman Catholic Bishop of Portland, dated September 10, 1897, and recorded in the Androscoggin County Registry of Deeds at Book 176, Page 96.

The above-described Parcels One, Two and Three 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. The burden of this restriction shall run with the land conveyed hereby to the Grantee. The benefit of this restriction is held by the Roman Catholic Bishop of Portland, corporation sole, its successors and assigns.

1:600

RE00005249
17 WALNUT ST
(Addr Pt ID 5419)

RE00006716
154 BLAKE ST
(Addr Pt ID 2139)

RE00011114
1 WALNUT ST
(Addr Pt ID 12422)

RE00008995
220 BATES ST
(Addr Pt ID 12423)

RE00020008
240 BATES ST
(Addr Pt ID 3117)





CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: March 11, 2014
RE: March 14, 2014 Planning Board Agenda Item IV(b)

An application submitted by Walsh Engineering Associates, Inc. on behalf of ReEnergy Lewiston, LLC to amend their conditional use permit for 38 Alfred A. Plourde Parkway to allow the site to receive materials on Saturdays from 6:00 AM to 2:00 PM.

Walsh Engineering Associates, Inc. on behalf of ReEnergy Lewiston, LLC (formerly KTI Bio Fuels, Inc.) has submitted an application to amend their conditional use permit for 38 Alfred A. Plourde Parkway to allow the site to receive materials on Saturdays from 6:00 AM to 2:00 PM. This 11.1 acre property consists of a woodchip processing and construction demolition debris (CDD) and oversized bulky waste (OBW) temporary storage facility and is located in the industrial (I) district which permits recycling and reprocessing facilities as a conditional use.

This site was last before the Planning Board on June 25, 2012 at which time approval was granted to KTI for the removal of wood debris within the work area, installation of a gravel working surface, installation of a concrete pad for a new screening picking machine, and upgrades for stormwater management with the condition that a 30' tall litter fence must be installed this year (2012) upon completion of the stormwater improvements. At this time, nearly all of these improvements have been completed, including the installation of the litter fence.

At part of that previous approval, the application noted that KTI/ReEnergy was allowed to process materials and perform maintenance on Saturday's. However, they did not include as part of that application the ability to receive materials on Saturday. Since this facility is allowed as a conditional use, they are limited specifically to the hours of operation noted in their application. And change requires Planning Board approval. Therefore, the applicant is simply requesting approval amend their hours to allow for the site to receive materials on Saturdays. The facilities hours of operations are proposed as follows:

- Monday through Friday 6:00 AM to 6:00 PM – receiving material (the same as currently permitted).
- Monday through Friday 5:00 AM to 9:00 PM – processing and maintenance (the same as currently permitted).
- Saturday 6:00 AM to 2:00 PM processing, maintenance AND receiving material.

The applicant is making no other requests as part of this application. Staff views this as a minor change to their previous approval; however, because hours of operation were specific to their

conditional use approval, Planning Board action is required. Therefore, Planning and Code Enforcement recommends approval, finding the applicant has addressed the applicable review criteria of the Zoning and Land Use Code, including Article X, Section 3 and Article XIII, Section 4.

ACTIONS NECESSARY

1. Make a motion to consider a request from Walsh Engineering Associates, Inc. on behalf of ReEnergy Lewiston, LLC to amend their conditional use permit for 38 Alfred A. Plourde Parkway to allow the site to receive materials on Saturdays from 6:00 AM to 2:00 PM.
2. Make a determination that the application is complete;
3. Make a motion finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article X, Section 3 and Article XIII, Section 4 of the Zoning and Land Use Code and to grant approval to ReEnergy Lewiston, LLC to amend their conditional use permit for 38 Alfred A. Plourde Parkway to allow the site to receive materials on Saturdays from 6:00 AM to 2:00 PM (subject to any concerns raised by the Planning Board or staff).

CITY OF LEWISTON DEVELOPMENT REVIEW APPLICATION

ReEnergy Lewiston Facility
38 Alfred Plourde Parkway, Lewiston, Maine

Prepared for:



ReEnergy Lewiston, LLC
38 Alfred Plourde Parkway
Lewiston, Maine 04240

Prepared by:



Walsh Engineering Associates, Inc.
One Karen Drive, Suite 2A
Westbrook, Maine 04092

April 4, 2014
Project #134B

April 4, 2014

Bruce Damon
City of Lewiston Planning Board
27 Pine Street
Lewiston, Maine 04240

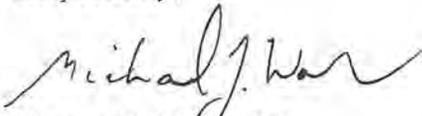
**RE: Application for Development Review
ReEnergy Lewiston, LLC
38 Alfred A. Plourde Parkway, Tax Map 154 Lot 4**

Dear Mr. Damon:

Walsh Engineering Associates, Inc. is pleased to provide this Development Review Application on behalf of ReEnergy Lewiston, LLC for their facility located at 38 Alfred A. Plourde Parkway. Enclosed you will find thirteen copies of the submittal including the Development Review Application, Development Review Checklist, Site Plan Application Narrative with supporting exhibits and Site Plan.

We look forward to working successfully through the approval process. Please contact the undersigned should you require additional information.

Respectfully,



Michael J. Walsh, P.E.
Walsh Engineering Associates, Inc.

Enc. Development Review Application
Development Review Checklist
Site Plan Application Narrative
Location Plan
Site Plan

Exhibit 1: South Park Development Corp. Lease
Exhibit 2: 2012 Development Review Approval Letter
Exhibit 3: Junkyard Permit
Exhibit 4: MEDEP Solid Waste License Transfer

Application File (PDF)

cc. Jason Grant, ReEnergy Lewiston, LLC
Richard Geisser, ReEnergy Lewiston, LLC
Bill Walsh, Walsh Engineering Associates

CITY OF LEWISTON DEVELOPMENT REVIEW APPLICATION

ReEnergy Lewiston Facility
38 Alfred Plourde Parkway, Lewiston, Maine

Prepared for:



ReEnergy Lewiston, LLC
38 Alfred Plourde Parkway
Lewiston, Maine 04240

Prepared by:



Walsh Engineering Associates, Inc.
One Karen Drive, Suite 2A
Westbrook, Maine 04092

April 4, 2014
Project #134B

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	315,754 _____ sq. ft.
Proposed Total Paved Area	None _____ sq. ft.
Proposed Total Impervious Area	Not applicable _____ sq. ft.
Proposed Impervious Net Change	Not applicable _____ sq. ft.
Impervious surface ratio existing	Not applicable _____ % of lot area
Impervious surface ratio proposed	Not applicable _____ % of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint (including scale)	15,536 (all buildings) _____ sq. ft.
Proposed Building Footprint	None _____ sq. ft.
Proposed Building Footprint Net change	Not applicable _____ sq. ft.
Existing Total Building Floor Area	14,836 _____ sq. ft.
Proposed Total Building Floor Area	Not applicable _____ sq. ft.
Proposed Building Floor Area Net Change	None _____ sq. ft.
New Building	No _____ (yes or no)
Building Area/Lot coverage existing	Not applicable _____ % of lot area
Building Area/Lot coverage proposed	Not applicable _____ % of lot area

ZONING

Existing	Industrial _____
Proposed, if applicable	_____

LAND USE

Existing	Recycling & Reprocessing _____
Proposed	Same _____

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	18 (paved) _____
Proposed Number of Parking Spaces	Not applicable _____
Required Number of Parking Spaces	_____
Number of Handicapped Parking Spaces	1 _____

ESTIMATED COST OF PROJECT

\$175,000* _____

Note: * - includes previously approved concrete pad installation and screening fence reconstruction.

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	Not Applicable ¹ _____ sq. ft.
Proposed Disturbed Area	_____ sq. ft.
Proposed Impervious Area	_____ 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.*

Note: ¹ - Stormwater design to Chapter 500 standards was previously reviewed and approved by MEDEP Solid Waste Program as required by the ongoing facility's current Solid Waste Amendment for the proposed site improvements.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing
(Since July 1, 1997)

No net change _____ passenger car
equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) No net change _____ 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 Industrial zoning district.
- 2. Parcel Area: 11.07 acres / 482,209 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>Not applicable</u>	<u>/</u>
Street Frontage	<u>Not applicable</u>	<u>/</u>
Min Front Yard	<u>Not applicable</u>	<u>/</u>
Min Rear Yard	<u>Not applicable</u>	<u>/</u>
Min Side Yard	<u>Not applicable</u>	<u>/</u>
Max. Building Height	<u>Not applicable</u>	<u>/</u>
Use Designation	<u>Light Industrial</u>	<u>/ Recycling & Reprocessing</u>
Parking Requirement	<u>Not applicable</u>	<u>/</u>
Total Parking:	<u>Not applicable</u>	<u>/</u>
Overlay zoning districts (if any):	<u>None/</u>	<u>/</u>
Urban impaired stream watershed?	<u>YES/NO If yes, watershed name _____</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.

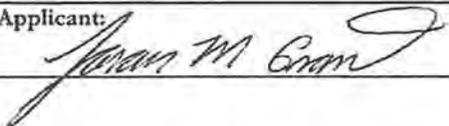
Refer to the application checklist for a detailed list of submittal requirements.

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.auburmaine.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>3/26/14</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: ReEnergy Lewiston, LLC Conditional Use Modification

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 38 Alfred Plourde Parkway (RE.00002130)

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

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

	No Name Pond Watershed (Lewiston only)	<u>NA</u>			
	Lake Auburn Watershed (Auburn only)	<u>NA</u>			
	Taylor Pond Watershed (Auburn only)	<u>NA</u>			
Right Title or Interest					
	Verify	✓			
	Document Existing Easements, Covenants, etc.	✓			
Technical & Financial Capacity					
	Cost Est./Financial Capacity	<u>NA</u>			
	Performance Guarantee	<u>NA</u>			
State Subdivision Law					
	Verify/Check	<u>NA</u>			
	Covenants/Deed Restrictions	<u>NA</u>			
	Offers of Conveyance to City	<u>NA</u>			
	Association Documents	<u>NA</u>			
	Location of Proposed Streets & Sidewalks	<u>NA</u>			
	Proposed Lot Lines, etc.	<u>NA</u>			
	Data to Determine Lots, etc.	<u>NA</u>			
	Subdivision Lots/Blocks	<u>NA</u>			
	Specified Dedication of Land	<u>NA</u>			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)	<u>NA</u>			
	Multi-Unit Residential Development (Lewiston only)	<u>NA</u>			
	Mobile Home Parks	<u>NA</u>			
	Private Commercial or Industrial Subdivisions (Lewiston only)	<u>NA</u>			
	PUD (Auburn only)	<u>NA</u>			
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					

PART 1: BACKGROUND/EXISTING CONDITIONS

Address: 38 Alfred A. Plourde Parkway, Tax Map 154 Lot 4

Title, Right and Interest: South Park Development Corp. Lease (Exhibit 1)

Land Use District: Industrial with Conditional Use Permit

Shoreland Zone: No

FEMA Floodplain: No

Wetlands on the property: No

ReEnergy Lewiston, LLC (ReEnergy) acquired the former KTI Bio Fuels, Inc. (KTI) construction demolition debris (CDD), wood processing and oversized bulky waste (OBW) storage operations at 38 Alfred A. Plourde Parkway in 2013. A Site Location Plan is included as Exhibit 2. The facility began operations in 1985 as Fuel Technologies, Inc. ReEnergy continues to operate the facility consistent with its' historical use. The property is leased by ReEnergy from the South Park Development Corporation (South Park).

The approximately 11.1 acre CDD processing and storage Site accepts materials for which the facility has been specifically designed. The current facility consists of:

- a 6,115 square foot (ft²) wood chip storage building,
- a 6,390 ft² processing building,
- a 1,440 ft² office and scale house,
- a 375 ft² maintenance office building,
- a 300 ft² office trailer and two sheds,
- a 700 ft² truck scale,
- a 216 ft² utility building,
- one 1,000-gallon diesel fuel aboveground storage tank,
- an OEM Machine (material screening and picking line),
- a loading dock,
- access roads and associated parking, and
- two stormwater treatment ponds.

As shown in Site Plan (attached) the northern portion of the facility includes the parking area and travel way, maintenance office building, truck scale, office and scale house, and office trailer. The processing building is located southwest of, and adjacent to, the paved area. The wood chip storage building is located northeast of the processing building. The southern portion of the property is used for temporary stockpiling of CDD, waste wood, excess chipped wood, and OBW. The material screening and sorting equipment and loading dock are located within the southern storage area at the site.

A Site and Drainage Improvements Project was initiated according to City of Lewiston Development Review Approvals issued in 2011 (Phase I) and 2012 (Phase II). This phased project is nearing completion and has included the following improvements:

- Relocated office trailer,
- A new office and scale house,
- Upgraded truck scale,
- Extended utility lines (water, sewer and electrical) onsite,
- Interior drive and paving improvements,
- Upgraded existing stormwater detention pond,
- Installation of new stormwater treatment pond,
- Removal of residual wood chips, and
- Construction of a gravel pad.

The Site Plan base information was taken from a survey completed by James D. Nadeau, LLC and as-built survey information provided by the contractor.

PART 2: PROPOSED AMENDMENT

ReEnergy is requesting approval for receipt of materials during Saturdays from 6 am until 2 pm. The previously approved 2012 Development Review Application by KTI included materials processing and maintenance on Saturdays but did not include materials receiving. As noted in the facility Junkyard Permit materials received include CDD, wood wastes and OBW. This application also references the previously approved concrete pad location adjacent to the OEM Machine and reconstruction of the screening fence northwest of the OEM Machine.

PART 3: DEVELOPMENT REVIEW AND STANDARDS
Section 3 (g) through Section 4

The application for development review, the site plan and related submissions shall contain at least the following exhibits and information:

(1) A fully executed and signed copy of the application for development review.

Attached.

(2) One original of all maps and drawings on durable, permanent transparency material.

Attached is the Site Plan (11"x17"). If requested, a mylar copy of the plan will be provided after review by the City.

(3) Fifteen copies (seven for minor developments) of written materials plus 15 sets (seven for minor developments) of maps or drawings containing the information listed below. The written materials shall be contained in a bound report. The maps or drawings shall be at a scale sufficient to allow review of the items listed under approval criteria, but in no case shall be more than 50 feet to the inch for that portion of the tract of land being proposed for development.

Thirteen bound copies of the written materials and associated plans are attached as requested by the Department of Planning and Code Enforcement.

a. General information.

1. Record owner's name and address and applicant's name and address if different.

Owner:

South Park Development Corp.
27 Pine Street
Lewiston, Maine 04240

Applicant/Lessee:

ReEnergy Lewiston, LLC
38 Alfred Plourde Parkway
Lewiston, Maine 04240

2. The name of the proposed development.

The development will retain the current name, ReEnergy Lewiston, LLC.

3. Sketch map showing general location of the site within the city.

Not applicable.

4. Boundaries of all contiguous property under the control of the owner or applicant regardless of whether all or part is being developed at this time.

Refer to the Site Plan.

5. The tax map number and street or parcel number of the parcel or parcels.

The property is located at 38 Alfred A. Plourde Parkway, Tax Map 154 Lot 4

6. A copy of the deed to the property, option to purchase the property or other documentation to demonstrate right, title or interest in the property on the part of the applicant.

The lease agreement (Exhibit 1) is attached for reference.

7. The name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared the plan.

Engineer: Michael Walsh, PE, Maine # 8485 Walsh Engineering Associates, Inc.

Surveyor: James D. Nadeau, Maine PLS #2124, James D. Nadeau LLC

b. Existing conditions.

1. Zoning classification(s) of the property and the location of zoning district boundaries if the property is located in two or more zoning districts or abuts a different district.

The ReEnergy facility is located in the Industrial Zone (I).

2. The bearings and distances of all property lines of the property to be developed and the source of this information.

Not applicable.

3. Location and size of any existing sewer and water mains, culverts and drains on the property to be developed and of any that will serve the development from abutting streets or land.

Refer to the Site Plan for the location of all existing utilities.

4. Location, names, and present widths of existing streets and rights-of-way within or adjacent to the proposed development.

Refer to the Site Plan.

5. The location, dimensions and ground floor elevations of all existing buildings on the site.

Refer to the Site Plan.

6. The location and dimensions of existing driveways, streets, parking and loading areas and walkways on the site.

Not applicable.

7. Location of intersecting roads or driveways within 200 feet of the site.

Not applicable.

8. The location of open drainage courses, wetlands, stands of trees and other important natural features, with a description of such features to be retained.

Refer to the Site Plan. This submittal requests receipt of materials during Saturday operations. Also included are references to future installation of a concrete pad (previously approved) and reconstruction of screening fence. The existing onsite stormwater treatment ponds discharge to an unnamed stream southeast of the facility. Vegetation in the area of the fence reconstruction will be maintained as a visual buffer.

9. The direction of existing surface water drainage across the site.

Not applicable, no changes are proposed.

10. The location, front view and dimensions of existing signs.

Not applicable, no changes are proposed.

11. Location and dimensions of any existing easements and copies of existing covenants or deed restrictions.

A 30-foot “water” easement exists on the Gendron & Gendron property abutting the northeastern property line of the Site.

c. Proposed development activity.

1. *The location of all building setbacks, yards and buffers required by this Code.*

Not applicable, no changes or development proposed.

2. *The location, dimensions, and ground floor elevations of all proposed buildings on the site.*

Not applicable.

3. *The location and dimensions of proposed driveways, parking and loading areas, and walkways.*

Not applicable.

4. *The location and dimensions of all provisions for water supply and wastewater disposal.*

Not applicable.

5. *The direction of proposed surface water drainage across the site.*

Not applicable.

6. *Location of all proposed signs.*

There are no proposed signs included in this request.

7. *Location and type of exterior lighting.*

Not applicable.

8. *Proposed landscaping and buffering.*

Not applicable.

9. *Copies of applicable state approvals and permits, provided, however, that the board or staff review committee may approve development plans subject to the issuance of specified state approvals and permits where it determines that it is not feasible for the applicant to obtain them at the time of development review.*

City of Lewiston

A revision to the existing approval Conditional Use requirements will be required from the Planning Board for acceptance of materials during Saturdays. The Conditional Use standards are addressed in Part 4 this document. A copy of the 2012 Development Review Application approval is attached as Exhibit 2. Also, the facility has an ongoing Junkyard Permit (refer to Exhibit 3) that is renewed each year.

MEDEP

The ongoing Phase II Site Improvements project that is expected to be completed in 2014 was reviewed and approved by MEDEP on April 11, 2012 as part of the former KTI existing Solid Waste license. A Solid Waste License Transfer (S-013266-WX-H-T) was completed on October 11, 2013 to document the transfer of facility operations to ReEnergy Lewiston, LLC (refer to Exhibit 4).

10. A schedule of construction, including anticipated beginning and completion dates. Space shall be provided on the plan for the signature of the chair of the reviewing body and dates of the meeting and the signature together with the following words, "Approved: City of Lewiston".

Phase II-1 work including installation of the new stormwater treatment pond and perimeter access road construction was completed in 2012. The ongoing Phase II-2/3 work was initiated on September 30, 2013 suspended on January 10, 2014 due to winter conditions. Work is expected to resume in April and be complete in August 2014. The Phase II-2/3 activities include removal of wood chips and debris and installation of gravel pad extending from the north side of the processing building and extending east and south to the perimeter access road and screening fence adjacent to the property line shared with Heutz Oil. Reconstruction of the screening fence is anticipated in 2014. Installation of the concrete pad on the east side of the OEM Conveyor is expected to be completed in 2015 or 2016.

Additional information that may be required due to the nature of the project:

a. Existing and proposed topography of the site at two-foot contour intervals.

Not applicable.

b. A stormwater drainage and erosion control plan showing:

- 1. The existing and proposed method of handling stormwater runoff.*
- 2. The direction of flow of the runoff through the use of arrows.*
- 3. The location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins and storm sewers, and all other stormwater management structures.*
- 4. Engineering calculations used to determine drainage requirements as specified by subsection 4(f) of this article.*
- 5. Methods of controlling erosion and sedimentation during and after construction.*

Not applicable.

c. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving common on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons per day or greater or for projects located within the groundwater conservation overlay district.

Not applicable.

d. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone and any other utility services to be installed on the site.

Not applicable.

e. A planting schedule keyed to the site plan and indicating the general varieties and sizes of trees, shrubs and other plants to be planted on the site.

Not applicable.

f. A traffic impact analysis demonstrating the impact of the proposed project on the capacity, level of service and safety of adjacent streets.

The proposed change is limited to receipt of materials at the site on Saturday from 6 am to 2 pm. Materials processing and maintenance operations during this timeframe was previously approved within the KTI 2012 Development Review Application. A Traffic Assessment completed by KTI in 2011 identified the highest single-hour volume of trips for the site occurred between 3:30 pm and 4:30 pm on weekdays when a total of 26 trips were recorded. This change to Saturday receiving is anticipated to shift a portion of facility truck traffic from the weekday peak traffic time to off-peak weekend hours. Therefore, this change is not expected to increase peak hour (weekday) traffic along Alfred Plourde Parkway.

g. A written statement as to the adequacy of the water supply in terms of quantity and pressure for both domestic and fire flows.

Not applicable.

h. The location, width, typical cross-section, grades and profiles of all proposed streets and sidewalks.

Not applicable.

i. Construction drawings for streets, sanitary sewers, water and storm drainage and management systems, designed and prepared by a professional engineer registered in the State of Maine.

Not applicable.

j. Proposed lot lines with their dimensions and the location of required setbacks. If the development involves a subdivision consisting of principal buildings on the same lot, the locations, building outlines, and dimensions of all buildings, with setback dimensions, shall be shown.

Not applicable

k. Lots and blocks within a subdivision numbered in accordance with local practice.

Not applicable.

l. The location of any pedestrian ways, lots, easements, open spaces and other areas to be reserved for or dedicated to public use and/or ownership. For any proposed easement, the developer shall submit the proposed easement language with a signed statement certifying that the easement will be executed upon approval of the development. In the case of any streets or other ways dedicated to public ownership, the developer shall submit a signed statement that he will maintain such streets or ways year-round until they are accepted by the city.

Not applicable.

m. Sufficient data acceptable to the city engineer to determine readily the location, bearing, and length of every street line, lot line, easement, and boundary line and to reproduce such lines upon the ground. Where practical, these should be tied to reference points previously established and the data transferred in an appropriate electronic file format.

Not applicable.

n. A copy of such covenants or deed restrictions, if any, as are intended to cover all or part of the tract. Such covenants or deed restrictions shall be referenced on the plan.

Not applicable.

o. Written offers of dedication or conveyance to the municipality, in a form satisfactory to the city attorney, of all land included in the streets, highways, easements, parks, or other open space dedicated for public use, and copies of agreements or other documents showing the manner in which spaces, title to which is reserved by the developer, are to be maintained.

Not applicable.

p. If the development is a condominium or a clustered development, evidence that all requirements relative to establishment of a homeowners' association or condominium owners' association have been met. If the development is a clustered development, evidence shall be presented that all other requirements of this Code pertaining to clustered development have been met. The submission shall include copies of the by-laws of any homeowners' or condominium association charged with maintaining common spaces and lands. Homeowners' association or condominium documents shall clearly state that the association or condominium shall properly maintain private roadways and stormwater management systems serving the development after the developer has legally relinquished that responsibility and until such time as the city may accept them as public ways.

Not applicable.

q. A performance guarantee in a form and amount meeting the requirements of article XIII, section 12 to secure the completion of all public improvements required by the planning board in a form acceptable to the city. The guarantee need not be submitted as part of the application, but must be submitted before the plan is signed. The plan shall not be deemed approved until the performance guarantee has been filed. Cost estimates of the proposed public improvements obtained by the applicant from a licensed professional engineer who, in the planning board's judgment, is qualified to make such estimates, shall be submitted as part of the final plan application. If a conditional agreement is to be filed in lieu of the performance guarantee, it must be endorsed by the planning board on the plan and meet the requirements under article XIII, section 12.

According to the City of Lewiston Planning Department, the scale of this project is below the threshold for requiring a performance guarantee.

r. Cost of the proposed development and evidence of financial capacity to complete it. This evidence should be in the form of a commitment letter from a bank or other source of financing indicating the name of the project and amount of financing proposed.

Not applicable.

PART 4: **CONDITIONAL USES**

The following statements are offered for supporting the granting of the requested appeal:

1. The ReEnergy facility is currently approved as a conditional use in the Industrial District (the current 2012 Development Review Approval Letter is attached as Exhibit 2);
2. The proposed site improvements will not alter the use of the property;
3. The request to receive materials on Saturdays is consistent with prior approvals for materials processing and maintenance activities at the Site; and
4. The current and proposed use satisfies applicable municipal and state performance standards.

The following is an itemized response to each of the five ‘Standards for conditional use permits’ found in Appendix A Article X Section 3.0:

Standard 1: Neither the proposed use nor the proposed site upon which the use will be located is of such a character that the use will have significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from such a use in the zoning district. The board may not find that this standard is satisfied unless it finds that:

- a. The size of the proposed use is comparable to surrounding uses; and*
- b. The amount and type of traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces are comparable to surrounding uses; and*
- c. The generation of noise, dust, odor, vibration, glare, smoke, litter and other nuisances is comparable to surrounding uses; and*
- d. The impact of the use on the quality and quantity of groundwater available to abutting properties is comparable to surrounding uses; and*
- e. Unusual physical characteristics of the site, including size of the lot, shape of the lot, topography, and soils, do not aggravate adverse impacts upon surrounding properties.*

Facility-specific information relating to Conditional Use Standard #1 includes:

Compatibility with Surrounding Uses

ReEnergy has a Development Review Approval for the operation of a processing facility at this property. The operation is comparable to surrounding uses including a bulk oil storage facility to the west and a rock quarrying operation to the east and several adjacent commercial, industrial and transportation related facilities. The South Park subdivision is an industrial/commercial setting within the Industrial District.

Traffic:

The proposed modification would accommodate receipt of materials on Saturday's from 6am to 2pm. A Traffic Assessment completed by KTI in 2011 identified the highest single-hour volume of trips for the site occurred between 3:30 pm and 4:30 pm when a total of 26 trips were recorded. This change is anticipated to shift a portion of facility truck traffic from weekday peak traffic times to off-peak weekend hours. ReEnergy is currently permitted to process materials and perform maintenance at the site on Saturdays. The requested change to receive deliveries on Saturdays does not increase permitted storage nor increase facility throughput. Therefore, this change is not expected to increase peak hour (weekday) traffic along Alfred Plourde Parkway.

Noise, Dust, Odor, Vibration, Glare, Smoke, Litter and Other Nuisances

The proposed change for Saturday receipt of materials is not anticipated to increase noise or decrease noise levels at the facility. Receipt and offloading of materials is consistent with daily operations at the Site. Noise screening is provided by perimeter fencing and vegetated buffers. As indicated below, facility operating hours are limited.

ReEnergy will continue to monitor site operations to verify compliance with the maximum sound level standard for the Industrial District.

ReEnergy controls dust generated by the facility, including truck traffic, as follows:

- ReEnergy sweeps onsite paved areas and Alfred Plourde Parkway during operating days (weather permitting) to control dust generation from traffic and mobile equipment on the paved areas.
- Site improvements include additional paved travel ways and work surfaces enabling more effective sweeping and cleanup activities.
- Perimeter screening fence is designed to mitigate debris transport from the site.
- The Processing Building is enclosed to minimize the release of fugitive dust.
- ReEnergy has installed and implemented measures designed to control dust as a result of processing activities.

ReEnergy receives and processes only construction demolition debris materials. These recyclables are not typically associated with nuisance odors, as is municipal solid waste (MSW). MSW is not accepted at the facility.

As noted previously in the application, ReEnergy plans to install a replacement screening fence northwest of the OEM Machine in 2014. The mesh fence will be approximately 24-foot high to provide both dust/litter control and a visual barrier from Alfred Plourde Parkway.

Groundwater Quality

The use of the property has no impact on groundwater quality and quantity, and there are no unusual physical characteristics of the site that would aggravate adverse impacts upon surrounding properties.

Hours of Operation:

Hours of operation are as follows:

- Monday through Friday 6 am to 6 pm - Receiving Material
- Monday through Friday 5 am to 9 pm - Processing and Maintenance
- Saturday 6 am to 2 pm - Receiving, Processing and Maintenance

Standard 2: Vehicular and pedestrian access to, into and within the site will be safe and will not be overburdened or create hazards because they are inadequate. The board may not find that this standard is satisfied unless it finds that:

- a. *Vehicular access to the site will be on roads which have adequate capacity to accommodate the additional traffic generated by the development;*

The requested changes is not expected to increase overall vehicular traffic to the facility.

- b. *The topography of the site shall permit the construction of all driveways, entrances or proposed streets to meet the standards of the City of Lewiston's Policy for the Design and Construction of Streets and Sidewalks.*

There are no new driveways, entrances or streets included in this request.

- c. *Facilities are present to assure the safety of pedestrians passing by or through the facility.*

The facility is not open to the public. The industrial/commercial businesses in the South Park Subdivision do not promote a large volume of pedestrian foot traffic.

Standard 3: Municipal or other facilities serving the proposed use will not be overburdened or create hazards because they are inadequate. The board may not find that this standard is satisfied unless it finds that:

- a. *The capacity of sewerage and water supply systems is adequate to accommodate the proposed use;*

Not applicable, no changes proposed.

- b. *The capacity of the storm drainage system is adequate to accommodate the proposed use;*

Not applicable, no changes proposed.

- c. *The ability of the fire department to provide necessary protection services to the site and development are adequate.*

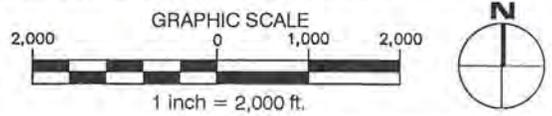
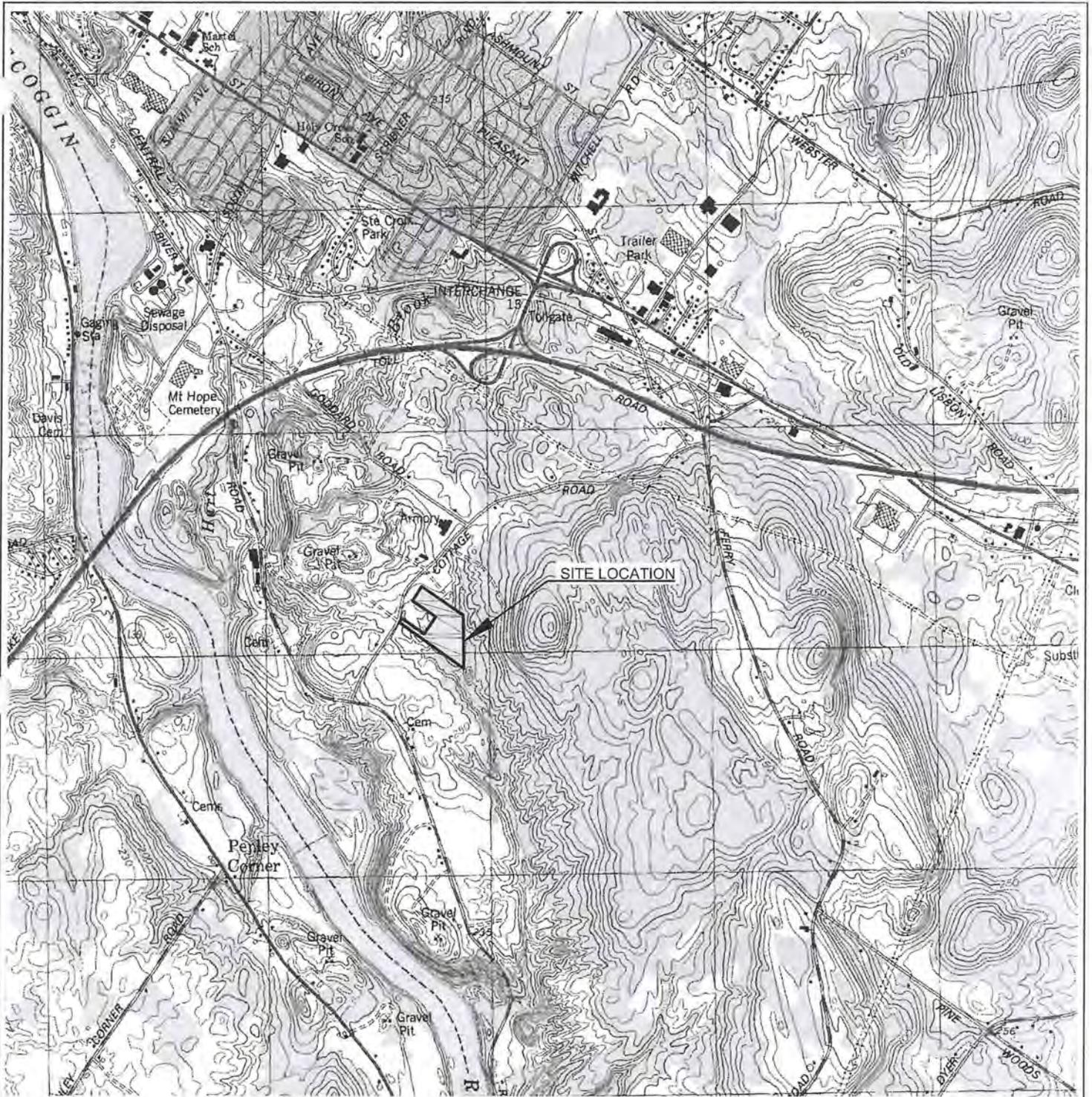
Not applicable, no changes proposed.

Standard 4: The soils at the site shall have adequate capacity and stability to support all loadings, including fill, developed by the proposed use and the use will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water to the extent that is dangerous or unhealthy condition may result on the site or upon the land of abutters or the environment.

Not applicable, no changes proposed.

Standard 5: The scale and design of the proposed structures with respect to materials, scale and massing shall be compatible with existing structures within 500 feet of the site in areas where the existing structures are of a similar scale and architectural treatment.

Not applicable, no changes proposed.



WALSH
 ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
 ph: 207.553.9898 | www.walsh-eng.com

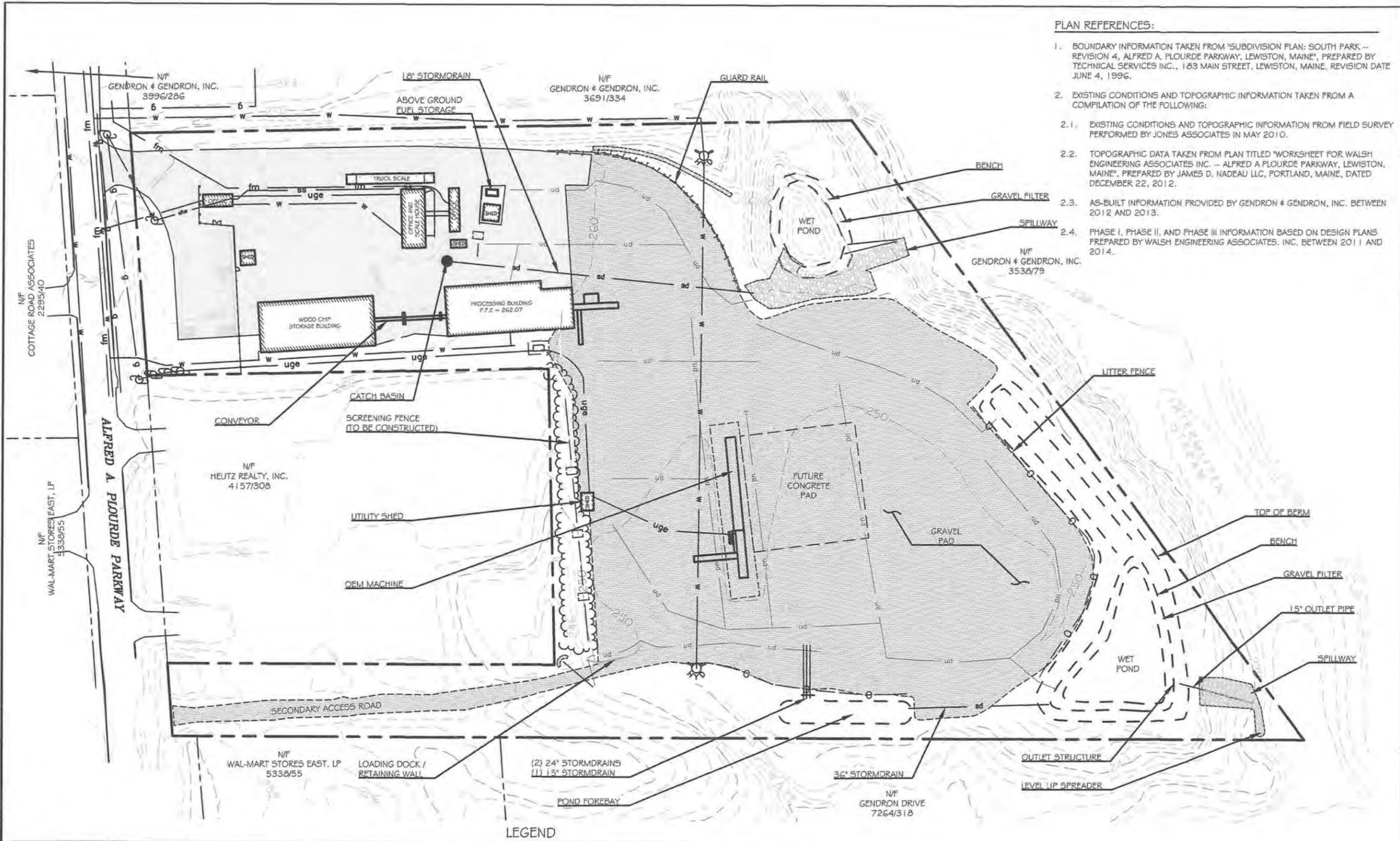
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ReEnergy Lewiston, LLC

38 Alfred A. Plourde Parkway
 Lewiston, Maine

Sheet Title:	
Location Plan	
Job No.:	134-B
Date:	MAR 25, 2014
Scale:	1" = 2,000'
Drawn:	SWC
Checked:	WRW

P:\134B ReEnergy Project Support\3. CAD\134B - Site.dwg plot date: 3/25/2014 5:34 PM



PLAN REFERENCES:

1. BOUNDARY INFORMATION TAKEN FROM 'SUBDIVISION PLAN: SOUTH PARK -- REVISION 4, ALFRED A. FLOURDE PARKWAY, LEWISTON, MAINE', PREPARED BY TECHNICAL SERVICES INC., 183 MAIN STREET, LEWISTON, MAINE, REVISION DATE JUNE 4, 1996.
2. EXISTING CONDITIONS AND TOPOGRAPHIC INFORMATION TAKEN FROM A COMPILATION OF THE FOLLOWING:
 - 2.1. EXISTING CONDITIONS AND TOPOGRAPHIC INFORMATION FROM FIELD SURVEY PERFORMED BY JONES ASSOCIATES IN MAY 2010.
 - 2.2. TOPOGRAPHIC DATA TAKEN FROM PLAN TITLED 'WORKSHEET FOR WALSH ENGINEERING ASSOCIATES INC. - ALFRED A. FLOURDE PARKWAY, LEWISTON, MAINE', PREPARED BY JAMES D. NADEAU LLC, PORTLAND, MAINE, DATED DECEMBER 22, 2012.
 - 2.3. AS-BUILT INFORMATION PROVIDED BY GENDRON & GENDRON, INC. BETWEEN 2012 AND 2013.
 - 2.4. PHASE I, PHASE II, AND PHASE III INFORMATION BASED ON DESIGN PLANS PREPARED BY WALSH ENGINEERING ASSOCIATES, INC. BETWEEN 2011 AND 2014.

Sheet Number:
1

Sheet Title:
Facility Plan

Job No.:	134-B
Date:	MAR 25, 2014
Scale:	1" = 100'
Drawn:	SWC
Checked:	WRW

ReEnergy Lewiston, LLC
38 Alfred A. Plourde Parkway
Lewiston, Maine

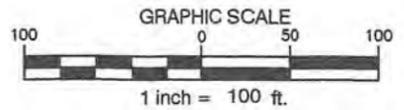
WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
ph: 207.553.9898 | www.walsh-eng.com

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LEGEND

	PROPERTY LINE		CHAIN LINK FENCE		BUILDING
	ABUTTER LOT LINE		UNDERDRAIN		RIPRAP STABILIZATION
	CONTOUR		STORM DRAIN		PAVEMENT
	UTILITY POLE		SCREENING FENCE		GRAVEL
	OVERHEAD ELECTRIC LINE		EDGE OF POND		CONCRETE
	WATER LINE		HYDRANT		
	UNDERGROUND ELECTRIC LINE				
	GAS LINE				
	GRAVITY SEWER LINE				



ASSIGNMENT

WHEREAS KTI BIO FUELS, INC., a Maine corporation, with a principal place of business in the City of Lewiston, County of Androscoggin and State of Maine, is the Lessee under an Amended and Restated Land Lease dated July 20, 2011 with SOUTH PARK DEVELOPMENT CORPORATION, a Maine corporation with a principal place of business in the City of Lewiston, County of Androscoggin and State of Maine as Lessor; and

WHEREAS KTI BIO FUELS, INC. is the successor in interest to the prior original lease as amended and as further recited in a Fourth Amendment to Land Lease and Memorandum of Amendment to Lease dated May 21, 1996 and recorded in the Androscoggin County Registry of Deeds in Book 3607, Page 239 (the "Lease"); and

WHEREAS KTI BIO FUELS, INC. held and acquired all of the right and interest of KTI BIO FUELS L.P. (formerly KTI Limited Partnership), a Maine limited partnership, and (formely FTI Limited Partnership) a Maine limited partnership under the Lease, said Limited Partnership filing a Cancellation of Certificate of Partnership in the Office of the Maine Secretary of State, certifying that KTI Management of Maine Inc., now known as KTI BIO FUELS, INC., was the sole surviving general partner of KTI Bio Fuels, L.P., there being no other general partners or limited partners remaining; and

WHEREAS KTI BIO FUELS, INC., in its capacity as general partner of KTI BIO FUELS L.P. and pursuant to 31 MRSA 1394(1)(A) and to further correct and confirm the transfer (by operation of law in accordance with the dissolution of such limited partnership) of the Lease to KTI BIO FUELS, INC., does join in this instrument in such capacity.

KNOW ALL MEN BY THESE PRESENTS, that KTI Bio Fuels, Inc. a Maine corporation ("Assignor") hereby assigns and conveys to ReEnergy Lewiston LLC, a Delaware limited liability company ("Assignee"), the right, title and interest existing on the date hereof in and to the Amended and Restated Land Lease by and between South Park Development Corporation and KTI Bio Fuels, Inc. dated July 20, 2011 and does further in its capacity as general partner of KTI Bio Fuels, L.P. confirm the transfer of the Lease to Re-Energy Lewiston LLC.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Assignment as of this 31st day of July, 2013.

WITNESS:

Pam Fortau

Assignor: KTI Bio Fuels, Inc.

B G Oliver

By: Print Name: Brian G. Oliver
Its: Vice President

STATE OF Maine
COUNTY OF Cumberland ss.

August 1, 2013

PERSONALLY APPEARED the above-named Brian G. Oliver, Vice President of KTI Bio Fuels, Inc. as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Corporation.

Before me,

Joyce N. Watson
Notary Public

JOYCE N. WATSON
Notary Public, Maine
My Commission Expires September 23, 2017

Print Name: Joyce N. Watson

WITNESS:

Pam Fortau

Assignor: KTI Bio Fuels, Inc. in its capacity as
general partner of KTI Limited Partnership

B G Oliver

By: Print Name: Brian G. Oliver
Its: Vice President

STATE OF Maine
COUNTY OF Cumberland ss.

August 1, 2013

PERSONALLY APPEARED the above-named Brian G. Oliver, the Vice President of KTI Bio Fuels, Inc. as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Corporation in its capacity and the free act and deed of KTI Bio Fuels, L.P.

Before me,

Joyce N. Watson
Notary Public

Print Name: Joyce N. Watson

Agreed and Accepted: Assignee
ReEnergy Lewiston LLC

William H. Ralston

By: William H. Ralston
Its: Chief Risk Officer

JOYCE N. WATSON
Notary Public, Maine
My Commission Expires September 23, 2017

South Park Development Corporation

27 Pine Street, Lewiston, ME 04240

July 30, 2013

KTI Bio Fuels, Inc.
c/o Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

ReEnergy Lewiston LLC
c/o ReEnergy Holdings LLC
30 Century Hill Drive, Suite 101
Latham, New York 12110

Re: Amended and Restated Land Lease dated as of July 20, 2011 by and between South Park Development Corporation and KTI Bio Fuels, Inc.

Gentlemen:

Reference is made to that certain Amended and Restated Land Lease dated as of July 20, 2011 by and between South Park Development Corporation ("Landlord") and KTI Bio Fuels, Inc., a Maine corporation (the "Company") for the premises described therein, a true and correct copy of which is attached hereto as Exhibit A (the "Lease"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Lease.

Landlord has been advised that the Company is in the process of effecting a sale of substantially all of the assets of the Company to ReEnergy Lewiston LLC, a Delaware limited liability company ("Buyer"), which sale will include the assignment of the Lease to Buyer (the "Transaction").

By its execution hereof, Landlord hereby consents to the assignment of the Lease from the Company to Buyer in connection the consummation of the Transaction, and acknowledges and agrees that: (i) the Lease is in full force and effect, has not been amended or modified, and constitutes the entire agreement between Landlord and the Company with respect to the lease of the Premises; (ii) as of the date hereof, to the best of Landlord's knowledge, there is no material breach or default by Landlord or the Company under the Lease; and (iii) the Lease will remain in full force and effect after the closing of the Transaction on the same terms and conditions as in effect immediately prior to the consummation of the Transaction. Landlord also agrees that the Company's current operations and processing equipment on the Premises are in compliance with the Site Plan and the other requirements under the Lease.

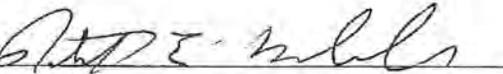
KTI Bio Fuels, Inc.
ReEnergy Lewiston LLC
July 30, 2013
Page 2

Landlord further acknowledges and agrees that, upon its receipt of an assignment and assumption of lease agreement duly executed by the Company and Buyer and a replacement bond furnished by Buyer in accordance with Article 10 of the Lease, the Company shall be released from the performance of any further obligations under the Lease.

By executing this letter in the space provided below, Buyer agrees that the minimum amount of the performance bond to be provided by Buyer under Article 10 of the Lease will be \$200,000, that the performance bond shall be in a form acceptable to the Landlord, and Buyer agrees to maintain the performance bond in such amount and in such acceptable form until the time the amount of the performance bond required under Article 10 of the Lease exceeds \$200,000.

Sincerely,

SOUTH PARK DEVELOPMENT CORPORATION

By: 
Name: Robert E. Macdonald
Title: President

Agreed this 30th day of July, 2013

ReEnergy Lewiston LLC

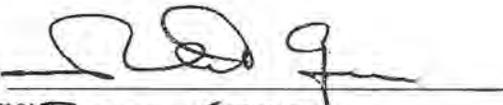
By: 
Name: Richard Gibson
Title: Regional Manager

EXHIBIT A

Amended and Restated Land Lease dated as of July 20, 2011 by and between South Park Development Corporation and KTI Bio Fuels, Inc.

Amended and Restated Land Lease

This Amended and Restated Land Lease (the "Lease") is made and entered into the 20th day of July, 2011 by and between SOUTH PARK DEVELOPMENT CORPORATION, a corporation organized by law with a principal place of business in Lewiston, County of Androscoggin, State of Maine (the "Lessor") and KTI Bio Fuels, Inc., a Maine corporation having its principal place of business in the City of Lewiston, County of Androscoggin, State of Maine (the "Lessee").

WITNESSETH:

On November 25, 1985, the Lessor's predecessor in title, The City of Lewiston ("Original Lessor"), entered into a Land Lease with Lessee's predecessor, KTI Bio Fuels, Inc. ("Original Lessee") and such lease was amended by amendments dated May 6, 1986, September 5, 1989, March 30, 1994, May 21, 1996 and September 17, 2010 (the "Original Lease") and such lease, amendments and assignments of original parties' interests are reflected by the following recorded documents in the Androscoggin County Registry of Deeds: Memorandum of Lease, Book 1888, Page 47; Memorandum of Lease, Book 1892, Page 88; Amendment to Memorandum of Lease, Book 2458, Page 219; Assignment of Lease, Book 2458, page 221; Consent to Assignment, Book 2458, Page 224; Memorandum of Amendment to Lease, Book 3271, Page 148; and Memorandum of Amendment to Lease, Book 3607, page 239.

The facility accepts the following types of raw material for processing: oversized and bulky wastes (OBW) including furniture and mattresses; treated wood including utility/telephone poles, railroad ties, and pilings; untreated wood including pallets, brush, crates, and wire spools; and construction and demolition debris. The facility processes and/or recycles material to provide a wood chip "fines" product as alternative daily cover material utilized in landfill applications as well as a wood chip fuel utilized at biomass facilities for electrical generation. The facility also recovers and diverts from disposal recyclable materials such as metal from the waste streams.

The Lessor and Lessee now wish to amend and restate the Original Lease as amended.

In consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as to amend and restate the Original Lease as follows as of July 1, 2011.

ARTICLE 1: LEASED PREMISES

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor those premises described upon Attachment A, Annexed hereto (±11.1 ACRES), together with the right to use the following easement: described upon said Attachment A as 30' WATER LINE EASEMENT, consisting of the right to lay, maintain and repair a water line over the property so described extending in a southwesterly direction a distance of ±650 feet from Alfred Plourde Parkway (collectively the "Premises").

ARTICLE 2: TERM

This Lease shall commence on July 1, 2011 and shall extend for a term of thirty (30) years unless sooner terminated as hereinafter provided.

ARTICLE 3: RENTAL

- A. Base Rental. In addition to the other obligations imposed herein, the Lessee hereby agrees to pay the Lessor, as the base rental (the "Base Rental") during the term hereof, the sum of \$2,448.14 on the first day of each and every month of said term in advance and commencing on July 1, 2011.
- B. Additional Rental. In addition to the Base Rental, as of January 1st of each year, Lessee agrees to pay as Additional Rental a percentage increase, beginning in calendar year 2012, equal to the percentage increase of the Gross National Product—Implicit Price Deflator (Source—Survey of Current Business—Department of Labor) as compiled for the twelve (12) month period ending September 30 of each year as compared with the comparable figure for the twelve (12) month period ending September 30, 2010. Notwithstanding anything to the contrary, the increase shall not be less than two percent (2%) per year nor greater than five percent (5%) per year. The

additional rental shall be due from January 1, 2012 and from January 1st of each succeeding year in accordance with this format.

- C. Place of Payment. Unless and until the Lessor has otherwise notified the Lessee in writing, all payments of Base Rental and Additional Rental shall be paid to the Lessor by the Lessee in care of the City Treasurer, City of Lewiston, 27 Pine Street, Lewiston, Maine 04240.
- D. Set-Off. The Lessee shall not have the right or option to set off or deduct from either the Base Rental or Additional Rental any charges or obligation of the Lessor. The Lessee shall give the Lessor notice of any such charges and expenses and shall submit the same to the Lessor. If such charges and expenses are the proper obligation of the Lessor, it will forthwith reimburse the Lessee for the same.

ARTICLE 4: PERMITTED USES; LESSEE'S WORK

- A. Lessee will use the Premises for a construction and demolition debris (CDD) and wood processing and storage facility licensed as a solid waste processing facility by the Maine Department of Environmental Protection (the "DEP Solid Waste Permit") and permitted as a junkyard for waste and material storage by the City of Lewiston (the "City Junkyard Permit"), as such permits may be amended or modified from time to time. Activities permitted on the Premises shall be limited to the existing activities unless otherwise approved by Lessor, which include the following: The facility accepts the following types of raw material for processing: oversized and bulky wastes (OBW) including furniture and mattresses; treated wood including utility/telephone poles, railroad ties, and pilings; untreated wood including pallets, brush, crates, and wire spools; and construction and demolition debris. The facility processes and/or recycles material to provide a wood chip "fines" product as alternative daily cover material utilized in landfill applications as well as a wood chip fuel utilized at biomass facilities for electrical generation. The facility also recovers and diverts from disposal recyclable materials such as metal from the waste streams.
- B. Lessee shall undertake such site work and construct such buildings and structures as are shown on the site plan, attached hereto as Attachment A, prepared by Summit Environmental and Walsh Engineering Associates dated

April 18, 2011 (the "Site Plan"), subject to the approval of this plan by the Planning Board of the City of Lewiston. Lessee shall at all times during the Term remain in conformance with the Site Plan as may be amended or modified from time to time. The Site Plan may be modified in the future by Lessee if proposed changes are approved in advance by Lessor, such approvals to not be unreasonably withheld, conditioned, or delayed. All buildings constructed on the Premises shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including reasonable and lawful conditions imposed by the City of Lewiston Planning Board. Lessee shall submit plans and specifications to Lessor for any structures which are new or which will be relocated on or after July 1, 2011.

If at any time during the Term, despite the best efforts of Lessee, Lessee decides in its discretion that the then-current use of the Premises is no longer legally, technically, or economically feasible, the Lessor agrees to consider in good faith such alternative uses of the Premises and the buildings thereon which may be proposed by the Lessee, such uses to be consistent with Lessor's plans for development of the land of Lessor, of which the Premises are a part, and with Lessor's Protective Covenants and Restrictions for South Park, a copy of which is attached as Attachment B to this Lease, to which the Premises are subject. Should Lessor consent to such alternative use or uses, the parties shall execute an amendment hereto defining such alternative uses and providing any other rights and obligations in furtherance thereof.

ARTICLE 5: COVENANTS OF LESSEE

- A. Acceptance of Premises. Lessee shall accept delivery of the Premises in an "as is" state, and no other representations as to the state of the Premises are made by Lessor.
- B. Business Use. Lessee agrees that, without prior written consent of Lessor, the Premises shall be occupied by no other person or firm, its agents, employees, contractors, vendors, or suppliers except in accordance with the provisions hereof with respect to the construction of buildings and facilities and delivery of raw materials and removal of product and by-products.

C. Lawful Use. Lessee will use and occupy the Premises and appurtenances thereto in a careful, safe, and proper manner and will not commit or suffer any waste therein or permit the same to be used for any unlawful purpose and will conform to and abide in all material respects by any and all governmental regulations respecting the Premises and the use and occupancy thereof; provided, however, this shall not impose any liability upon Lessee for ground water pollution not resulting from Lessee's use of the Premises. Without limiting the generality of the foregoing, Lessee shall:

1. Remove all waste material not destined for beneficial reuse to an appropriate place for lawful disposition thereof. Lessee shall prevent any leaching of petroleum products or other materials into the ground in accordance with all laws, rules, regulations, and requirements established by or in connection with the Maine Department of Environmental Protection. Lessee will cause all conveyors and all machinery, with the exception of mobile processing equipment, to be fully and safely placed within buildings and/or enclosed so as to prevent access by unauthorized persons and to minimize any possible escape of dust, sawdust, woodchips, and other materials into the atmosphere. Lessee shall construct its facilities and operate the same in material compliance with all local, state, and federal requirements, specifically including relevant fire prevention codes.
2. Operate on no more than a six-day-per-week, ten-hour-per-day basis, with no Sunday operation, subject to longer daily and/or weekly operation with Lessor's consent. Notwithstanding the foregoing sentences, Lessee shall be permitted to perform maintenance and repairs on the plant and equipment at any time.
3. Operate the plant so as to produce no more than seventy (70) dBa of noise measured at the property line. Transient noise caused by backup alarms on vehicles shall be disregarded for purposes of determining compliance with this requirement.
4. Connect the buildings on the Premises to the City of Lewiston's sanitary sewer collection system in conformance with the sewer connection permit issued as part of the Site Plan approval by the City of Lewiston. .

5. Staging areas and storage of all raw materials shall be in accordance with the terms and conditions of the City Junkyard Permit and DEP Solid Waste Permit as such may be modified, renewed, or amended from time to time.

- D. Hold Harmless. Absent any intentional misconduct or gross negligence of Lessor, its agents and employees, the Lessee shall indemnify and save harmless the Lessor from and against all loss, liability, or damage for injury to person or property sustained on the Premises and from all loss, liability, or damage by reason of the operation of said business. Lessee shall purchase and maintain in full force and effect, at all times during the term of this Lease, a policy or policies of public liability and property damage insurance with policy limits of not less than **\$1,500,000.00** per occurrence, with the Lessor as named insured, as its interests shall appear, and the Lessee shall furnish the Lessor with the ACORD-25 certificates for such insurance and copies of endorsements reflecting additional insured status at or prior to the commencement of the term, and within 30 days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least 30 days prior written notice to Lessor. Lessee agrees, at the request of Lessor, but in any event not more often than once every 7 years, to increase the limits of its general liability insurance to such limits as are then customarily carried with respect to premises similar to the Leased Premises within the area of the State. The designation of insurance policy minimum limits shall not be construed to be, nor operate as, a limitation on the financial liability of the Lessee for the save harmless provisions of this section, but only establish a minimum threshold for third-party payment.
- E. With respect to any construction (labor or materials) contemplated by Article 4 hereof and any repairs to or restoration or reconstruction thereof, and also to any other construction or other work which is lienable under Maine law from time to time in effect, Lessee shall, prior to commencement thereof, will submit a request to the Lessor as to whether a bond will be required, and, if requested by Lessor, provide to Lessor a payment and performance bond or bonds naming Lessor as loss payee in full contract price for such labor and materials (including, where applicable, any contractual element for profit and/or overhead), all in form and issued by insurers approved by Lessor.

- F. Casualty Insurance. For and during the term of this Lease, the Lessee shall purchase and maintain in full force and effect a policy or policies of casualty insurance insuring against loss from all insurable perils with policy limits to be in an amount of not less than replacement cost for the buildings and structures. In addition, Lessee agrees to obtain and keep in force Workers Compensation insurance, if appropriate, in an amount required by Maine law. Lessor shall be named an additional insured on said casualty policy or policies as its interests may appear and the Lessee shall furnish the Lessor with the ACORD-28 certificates for such insurance and copies of endorsements reflecting additional insured status at or prior to the commencement of the term, and within 30 days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least 30 days prior written notice to Lessor.
- G. Creation of Additional Hazards. Except for the use of the Premises contemplated by this Lease, the Lessee shall neither do, nor permit, any act or thing which may increase the casualty, fire hazard or insurance coverages on the Premises, except with the prior written consent of the Lessor and assumption by the Lessee of additional rates arising from such additional potential hazard. If the Lessee should cause an increase in the hazard, Lessor reserves the right to require a higher minimum level of insurance. Without limiting the generality of the foregoing, no fuel burning equipment, except vehicles and boilers necessary for providing heat to buildings, will be used on the Premises.
- H. Utilities. Lessee shall pay all bills for water, sewer, stormwater, trash removal, gas, and electricity, fuel oil, and other utilities which may be assessed or charged against the occupant of the Premises during the term of this Lease.
- I. Assignment of Sublease. Except for an assignment to a lender for collateral security, Lessee shall not have the right to assign this Lease or sublet the Premises, or any part thereof, without the written consent of the Lessor, such consent to not be unreasonably withheld, conditioned or delayed. By giving consent, the Lessor agrees to accept the assignee of Lessee, but such assignment shall not release Lessee from the performance of any obligations under this Lease unless such release is otherwise specifically provided for in writing between Lessor and Lessee. In the event the Premises are sublet, said sublease shall be for the full term of this Lease unless this Lease is sooner

terminated, as provided herein, in which event such sublease shall be coterminous with this lease. Notwithstanding anything to the contrary in this section, Lessee may assign this Lease to any entity controlling, controlled by or under common control with Lessee without obtaining Lessor's consent.

- J. New Construction and Reconstruction. No material change in the construction or modification of the buildings located on the Premises shown in the Site Plan, after substantial completion of Lessee's work, shall be made without the prior consent of the Lessor, except such construction as may be required as a result of a casualty loss, in which case the building or buildings thus damaged shall be returned to their pre-existing condition.
- K. Right of Entry. The Lessor, or any of its duly authorized agents, may enter upon the Premises at all reasonable times and with reasonable advance notice to Lessee to examine the condition of the Premises and the state of repair and maintenance being performed by Lessee.
- L. Surrender. Lessee shall surrender and deliver up the Premises at the end of the term in as good order and condition as existed upon substantial completion of Lessor's work and the execution of the certificate of occupancy, reasonable use, normal wear and tear, and damage by casualty excepted.
- M. Taxation. Lessee agrees that the Premises shall be deemed taxable by the City of Lewiston Tax Assessor during the entire term hereby created. Lessee shall promptly pay on or before the due date thereof all real estate taxes (land and buildings) and all taxes on its personal property at the Premises, including, without limitation, excise taxes on its mobile equipment, which shall be registered under Maine law at the Lessee's place of business at Lewiston, Maine, it being intended that the City of Lewiston shall benefit from the tax on such mobile equipment.
- N. Lessor's Liability. Lessee agrees that all personal property of every kind and description that may at any time be in or on the Premises shall be at its sole risk and that Lessor shall not be liable for any damage to said property or for any loss suffered by Lessee in its business caused by any manner whatsoever. Lessor shall not be liable for any damage to said property or for any loss suffered by Lessee in its business caused by any manner whatsoever unless arising as a result of Lessor's misconduct or negligence. Lessor shall not be liable for any damage to persons or property resulting from fire, explosion, falling building

materials, steam, gas, electricity, rain, water, snow, or leaks in any part of the Premises or from the pipes, appliances, plumbing works, or from the roof, streets, or subsurface, or from any other place.

- O. Cumulative Nature of Lessor's Rights. Except as may be specifically limited by Article 8, paragraph D, and Article 12, all rights and remedies of the Lessor under this Lease shall be cumulative and none shall be exclusive of any other right or remedy allowed by law, nor as a waiver of its authority to assert such rights in the future. The waiver of any one right by the Lessor shall not be construed to be a waiver of any other right.
- P. Lessee's Personalty. All machinery and equipment installed or used by Lessee in the operation of its business on the Premises, including without limitation the shredder and scale, shall, at the termination of the leasehold, be removed from the Premises and the Premises shall be returned to the Lessor in broom clean condition. Any such property shall be removed by Lessee within thirty (30) days following the end of the term hereby created unless Lessor consents in writing to the non-removal thereof, and such property shall become the property of Lessor. Lessee shall restore any damage caused by the removal thereof of any such personalty.
- Q. Indemnification. If Lessee is required to indemnify Lessor under any provisions of this Lease, such indemnification shall also include reasonable costs and expenses incurred by Lessor, including reasonable attorney's fees.
- R. Hold-Over. Rights acquired under this Lease shall not extend beyond the term hereby created, and no holding over or continuing in the occupancy of the Premises shall cause or be construed to be an extension of this Lease, but, in any and all such cases the Lessee shall be a tenant at will at the option of the Lessor, subject to removal by Lessor by summary process and proceedings. Lessee hereby agrees to pay for the time the Lessee shall retain possession of the Premises or any part thereof after the termination of this Lease at the rate of rental provided for herein, including additional rental, plus an additional 50% of total rental and to pay all expenses of Lessor incurred in enforcing the provisions of this sub-paragraph 5. This Agreement shall not be held as a waiver by Lessor of any right of re-entry.

ARTICLE 6: MAINTENANCE, REPAIR, RELACEMENT, AND RESTORATION

- A. Lessee's Obligation. Lessee agrees that, except for reasonable wear and tear and casualty damage, at its sole cost and expense, it shall make all repairs, alterations and restorations to the Premises, including foundations, roof, interior and exterior structural components of the buildings and the non-structural components of the Premises (including all doors, doorframes, glass, window sashes, floor coverings, and including the water and sewer systems and plumbing, heating, air conditioning, electrical and electric systems) as may be necessary to maintain said portions of the Premises in as good repair and condition as the same are on the date of substantial completion of Lessee's work and execution of the certificate of occupancy or which may be required by any laws, ordinances, or regulations of any public authority having jurisdiction, the validity of which Lessee shall be entitled to contest in an appropriate form.
- B. Due Diligence. Before making any such repairs, alterations, or restorations, Lessee agrees that it will procure all necessary permits. Lessee agrees to pay promptly when due the costs of any work caused to be done by it on the Premises so that the Premises shall at all times be free of liens for labor or materials. Lessee agrees to save harmless and indemnify Lessor from and against any and all injury, loss, claim, or damage to any person or property occasioned by or arising out of the doing of any such work by Lessee or its employees or agents.

ARTICLE 7: COVENANT OF LESSOR

Lessor shall warrant and defend Lessee in the quiet peaceable possession of the Premises during the term hereof so long as the Lessee shall perform any and all of the covenants, agreements, terms and conditions herein agreed to be kept by Lessee.

ARTICLE 8: TERMINATION OF LEASE

- A. Provisions as to Default. The following acts shall constitute acts of default:
1. If, notwithstanding the lack of notice or demand by the Lessor to the Lessee, the rent or any part thereof (including additional rent) shall at any time be in arrears and unpaid for a period in excess of fifteen (15) calendar days, or

2. If the Lessee shall fail to keep and perform any of the material covenants, agreements, and conditions of this Lease on its part to be kept and performed, or
 3. If the Lessee shall vacate or abandon the Premises for a period of six consecutive months during the term of this Lease or shall make an assignment for the benefit of its creditors without the consent of Lessor or if the interest of the Lessee hereunder shall be sold upon execution or other legal process, or
 4. If Lessee shall have entered against it by any Court having jurisdiction in the Premises, a decree or order for relief in respect of the Lessee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, trustee, custodian, or similar official of the Lessee or any substantial part of its property, or fail generally to pay its debts as they come due or take any corporate action in furtherance of any of the foregoing.
- B. Notice of Default. Lessor shall give Lessee written notice of any acts of default and Lessee shall have a period of thirty (30) calendar days in which to cure such default except a default under sub-paragraph 1, above, with respect to payment of rent, in which instance the period within which a default may be cured shall be seven (7) calendar days of the date of notice.
- C. Real Property and Fixtures Thereto. Upon the termination of this Lease by expiration of the term or because of a default by Lessee, all buildings, fencing, paving, plumbing, heating, lighting, and similar fixtures not excluded under Article 5, paragraph O shall become the sole property of Lessor, free from any claim by Lessee or its successor or assigns.
- D. Rental Obligation Upon Default. In the event of a termination as a result of Lessee's default, Lessor shall not be entitled to damages for loss of Base Rental, Additional Rental, or other charges for any period of time beyond twenty (20) years from the commencement of the term hereof, regardless of whether such termination shall become effective before or after the expiration of such twenty (20)-year period.

ARTICLE 9: MISCELLANEOUS

- A. Notice. Any notice to be served by and on behalf of either party to the other under this Lease or in connection with any proceedings or any act going out of this Lease and the tenancy hereby granted, shall be sufficiently served by forwarding the same by registered or certified mail to such party by the other or by delivery in person or as by service of legal process addressed to the parties as set forth herein.

If to Lessee: KTI BIO FUELS, INC.

ATTN:

With copy to: Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: Office of General Counsel

And with a further copy to a bank to be designated from time to time by Lessee.

If to the Lessor: South Park Development Corporation
c/o City of Lewiston
27 Pine Street
Lewiston, ME 04240
ATTN: City Administrator

With copy to: City Clerk
City Building
27 Pine Street
Lewiston, ME 04240

All such notices shall be effective from the date of delivery of the same to the United States Postal Service or from the date of receipt if delivery in person or by service of legal process. All notices and consents required by the provisions of this Lease shall be in writing.

- B. Memorandum of Lease. Lessor and Lessee agree to execute a Memorandum of Lease which the Lessee, at its expense, shall record with the Registry of Deeds of Androscoggin County, Maine.
- C. Employees. To the extent permitted by federal and Maine law, Lessee agrees to use its commercially reasonable efforts to employ individuals who reside in

- Lewiston, Auburn, or any other municipality bordering upon Lewiston and Auburn, for its operations at the Premises, including management personnel.
- D. Lessor's Materials. Lessee agrees to accept for its chipping operation, at the option of Lessor, a maximum of 3,000 tons per calendar year of woody debris from the City of Lewiston including brush, logs, and separated construction debris. Woody debris does not include wood which has been treated with creosote, copper, chromium, and/or arsenic. Lessee agrees to accept for transfer and disposal, at its sole expense, up to 1,000 tons per year of Oversized Bulky Waste from the City of Lewiston, which includes, but is not limited to old furniture, carpeting, mattresses, bedding and similar materials, as limited by the DEP Solid waste Permit.
- E. Permits. All federal, state, and local permits necessary for the accomplishment of the construction of buildings, improvement of land, and operation of the facilities on the Premises shall be at the sole expense of Lessee.
- F. Binding Effect. The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- G. Governing Law. This Lease shall be construed in accordance with the provisions of the laws of the State of Maine.
- H. Entire Agreement. The parties hereto agree that this Lease contains the entire agreement between the parties hereto with respect to the matters set forth herein and supersede any prior understandings between them. Any and all prior agreements whether written or oral between the parties are hereby merged into this Lease.
- I. Amendment. This Lease may be amended only by a document making specific reference to this Lease and executed on behalf of the Lessor and the Lessee.

ARTICLE 10: SECURITY

Lessee shall furnish to Lessor a bond issued by a bonding company approved by Lessor in order to assure the availability of funds to remedy any default hereunder, including, without limitation, any failure to comply with environmental requirements, and to provide for abatement of nuisances, removal of materials stored other than as herein limited, and to provide for restoration and clearing of the Premises upon the termination of this Lease, whether by expiration of the term hereby created or by any default by Lessee. Such bond shall initially be in the amount of One Hundred Eight Thousand One Hundred

Ninety-Nine Dollars and Eighty-One Cents (\$108,199.81), but shall be increased or supplemented effective January 1, 2012 and annually thereafter in accordance with the formula provided with respect to Additional Rental in Article 3, Section B, above.

ARTICLE 11: RIGHT OF FIRST REFUAL AND OPTION TO PURCHASE.

- A. Right of First Refusal. Lessor grants to Lessee a right of "first refusal" with respect to the Premises whereby if Lessor shall elect, during the term hereof, to offer the Premises for sale, it shall first offer the same to Lessee at the price and upon the terms being offered to others (or being considered by Lessor in the case of an offer made to Lessor). Lessee shall have a period of fourteen (14) calendar days in which to notify Lessor of its determination to purchase and a further period of sixty (60) calendar days within which to complete any environmental, title and other customary due diligence, and consummate such purchase.
- B. Option to Purchase. Lessor grants to Lessee an option to purchase the Premises at any time after January 1, 2016 provided that this Lease shall then still be in effect. In order to exercise this option, Lessee shall give Lessor a written notice of such exercise, at which point a firm commitment shall exist on the part of the Lessee to purchase and the Lessor to sell. The parties shall then meet to jointly select a licensed appraiser who shall be assigned the task of establishing the Fair market Value of the Premises, considered as industrial land served by water and sewer. "Fair Market Value" shall be established based on accepted assessing practices and arms-length sales of similar industrial land within Lewiston and Auburn and shall disregard any land sold by municipal governments or development corporations established or supported by them, such sales hereby deemed as not being arms-length transactions. The Fair Market Value shall not include the value of the buildings, scales, machinery, equipment, or other man-made installations located on the premises. Either party may appeal the market value set by the selected appraiser. Upon such appeal, the Fair Market Value shall be determined by an arbitrator designated by the American Arbitration Association and shall be binding on both parties hereto as the "Purchase Price". . The cost of the appraiser shall be paid by Lessee; the cost of arbitration shall be paid by the party that appeals. Upon exercise of the Option, any Base Rental and Additional Rental payments made by Lessee

thereafter shall be applied to the Purchase Price at the Closing. Conveyance shall be made by quitclaim deed and shall contain covenants similar to those contained in this Lease as to the use, occupancy, and maintenance of the Premises, which covenants shall be for the benefit of this Lessor and purchasers and owners of other premises in the Industrial Park. Lessor shall be reimbursed by Lessee for all reasonable expenses associated with the sale of the property other than those specifically otherwise assigned above.

- C. The obligation to purchase the Premises shall be subject to Lessee receiving satisfactory results of due diligence.

ARTICLE 12: FINANCING: MORTGAGE RIGHTS

- A. Financing. Lessee shall be entitled to mortgage, assign, or transfer its leasehold interest in the Premises to a bank or other financial institution ("Mortgagee") for the purpose of obtaining construction and long-term financing for Lessee's Project during the term of this Lease, provided that:
 - a. The term of any debt secured by any such mortgage assignment or transfer (in either case, a "mortgage") shall not exceed the term of this Lease; and
 - b. Lessee shall give notice to Lessor of the existence of any Mortgage, together with the name and address of the Mortgagee and a copy of any Mortgage that is a matter of public record.
- B. Cure of Lessee's Default. In the event that Lessor sends Lessee written notice of an act of default by Lessee under any of the terms of the Lease, Lessor agrees to simultaneously send a copy of such notice (the "Default Notice") to any Mortgagee of which it has written notice. The Mortgagee shall have a period of thirty (30) days after receipt of a Default Notice to cure any such act of default, provided that where an act of default by its nature takes longer than thirty (30) days to cure, the Mortgagee shall have an additional thirty (30) days to cure such default. Lessor also agrees that if an act of default by Lessee is incapable of being cured by the Mortgagee, and if Lessor terminates this Lease because of such incurable default, then a new Lease will be executed by Lessor with the Mortgagee or its nominee as Lessees upon the same material terms and conditions as are contained in this Lease.

- C. No Amendment. Lessor agrees that so long as any Mortgage is in effect, no material change, modification, or amendment to this Lease and no termination or surrender of this Lease shall be effective without the prior written consent of the Mortgagee.
- D. Foreclosure by the Mortgagee. If any Mortgagee shall become the owner of Lessee's interest under this Lease pursuant to a foreclosure of any Mortgage, or if any Mortgagee shall enter into possession of the Premises under the rights granted in its Mortgage, the Mortgagee shall have the right to take possession of the Premises and to become the legal owner and holder of the leasehold estate created under this Lease and shall hold such estate upon the same terms and conditions as held by Lessee. However, in such event, the Mortgagee shall only be liable under the terms and conditions of this Lease during the period of time the Mortgagee holds such estate, and not thereafter, nor shall the Mortgagee be liable for any default under the terms or conditions hereof which arose before said estate became vested in the Mortgagee, provided, however, that (i) Lessor shall have the right to terminate this Lease in the event that rentals accruing before said estate became vested in the Mortgagee are not paid in full within thirty (30) days after possession by Mortgagee, or (ii) if the Mortgagee shall obtain Lessee's leasehold interest in the Premises, the Mortgagee shall have the right to assign this Lease.
- E. Continuing Liability of Lessee. The existence of any Mortgage or any foreclosure by a Mortgagee shall not relieve Lessee from any liability or responsibility for its obligations under this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this 20th day of July, A.D., 2011, at Lewiston, Maine.

LESSOR, SOUTH PARK DEVELOPMENT CORP.

BY: Lawrence J. Gilbert, Jr.

LESSEE, KTI BIO FUELS, INC.

BY: BDE

EXHIBIT A
(Continued)

ATTACHMENT "B"
PROTECTIVE COVENANTS AND RESTRICTIONS
SOUTH PARK

Development Objectives

Grantor, South Park Development Corporation, along with the City of Lewiston, utilizing City, U.S. Department of Commerce Economic Development Administration, and U.S. Department of Housing and Urban Development Block Grant funds, have created the South Park industrial park to provide fully serviced development sites for the purposes of promoting orderly growth, accommodating the diversification and expansion of the City of Lewiston industrial base, and providing increased employment opportunities. These Protective Covenants and Restrictions serve to ensure that industrial development will be achieved without creating adverse environmental and aesthetic impacts.

Compliance

These Protective Covenants and Restrictions are intended to maintain the integrity of the South Park plan, protect each occupant from encroachment of neighboring occupants, and to preserve property values. Grantor, its successors and assigns, shall oversee South Park and seek compliance with these Protective Covenants and Restrictions, which are binding on each occupant and are a permanent part of each conveyance. 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 said restrictions may be waived, abandoned, terminated or modified upon the written agreement of the Grantor 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. Any waiver, abandonment, termination, or modification which relaxes any of the covenants and restrictions shall apply equally to all lots in the development, whether transferred or sold before or after the waiver, abandonment, termination or modification, except that any waiver, abandonment, termination or modification which is being made solely to accommodate a unique geological or topographic situation shall apply only to that particular lot so long as Grantor files in the Androscoggin County Registry of Deeds simultaneously with such written agreement a sworn statement to that effect issued by a landscape architect, professional engineer or geologist. Copies of the sworn statement shall be sent to all lot owners in the South Park at the same time.

Performance Standards

All development within South Park shall conform to environmental quality standards as established by the State Department of Environmental Protection and shall comply with all State and municipal codes, ordinances, regulations, laws and permit requirements.

Site Plan Approval

Before commencing any improvements to the site, a site plan must be submitted to the Grantor for approval. Such approval shall not be unreasonably withheld. Grantor will approve or disapprove such plan within thirty (30) days after receipt. Approval or disapproval shall be in written form addressed to the occupant stating, in the case of disapproval, the Grantor'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 Grantor.

Five copies of the site plan shall be submitted. The site plan must be certified by a professional engineer registered in the State of Maine and shall be drawn to scale of not more than forty (40) feet to the inch and must include the following:

1. A layout plan showing all buildings and structures, parking areas, circulation roads, access roads or driveways, walkways, landscaping (existing and proposed), and fencing or other screening.
2. Utility plan showing electric service, sewer and water connections, and other utility items.
3. Drainage calculations and plan.
4. Building plans showing structure size, design, and elevations.
5. Description and location of any proposed signage.

Any construction shall only be in accordance with the approved site plan. Refusal of approval of plans and specifications may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrollable discretion of Grantor shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

Restrictions

1. Land Use: South Park will only be used for industrial uses. For the purposes of these covenants, industrial uses are defined as those uses which are or may be allowed in the Industrial District of the Lewiston Land Use Code, as amended. The specific industrial use to be made of each lot must be approved in writing by the Grantor. Such approval will in no case be unreasonably withheld. Execution and delivery of this deed shall constitute proof of such approval as to the initial use. 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. Maximum Building Area: No structure or aggregate of structures shall occupy more than one-third (1/3) of the lot area.

3. 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 restrictions, any street lot line shall be considered a front lot line. There shall be maintained a strip of at least twenty-five (25) feet of landscaped ground along any side and rear lot lines, exclusive of drives, walks, and signs. In the event that more than one lot shall be owned by one person or entity and in the improvement of such lot or tract a building shall be erected on more than one lot, then the sideline restrictions on the interior line or lines shall be waived.

4. Signs: signs shall be restricted to identifying uses or articles produced or services rendered on the premises. There shall not be more than one (1) free standing sign. Said sign shall be limited to one hundred square feet of area as a total for all sides of said sign. Free standing sign height shall be less than twenty (20) feet and no sign shall have animated display parts or flashing lights. Said sign shall be placed so as not to interfere with traffic circulation or with maintenance care. Said free standing sign must be placed at least fifteen (15) feet from the street line. All plans and specifications for the construction, installation or alteration of outdoor signs shall be submitted to Grantor for approval as set forth above. No signs may be placed on any building's roof, but may be placed on the side(s) of the main building. Sign permits must be obtained from the City of Lewiston.

5. Parking: On-street employee parking is prohibited. Each occupant must provide adequate off-street parking for its maximum employee demand per work shift. In no case shall the number of parking spaces be less than that required in the City of Lewiston Zoning Ordinance. No part of the front yard may be used for employee on-site parking, except for a maximum of eight (8) employee-owned passenger cars or pick-up trucks (of one-ton or less); absolutely not machinery or equipment may be parked in the front yard. Additionally, no part of the front yard may be used for loading or unloading. Visitor parking shall be permitted in the front yard beyond twenty-five (25) feet from the street line but subject to the side and rear line setbacks, up to a maximum of two (2) spaces for every one (1) acre of lot area.

6. Storage: All outdoor, above ground storage shall be screened from all streets, from the Maine Turnpike and from all abutters by either the building or a substantially sight-imperious screen of plantings 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, shrubs, or other plantings. Where natural vegetation does not adequately screen buildings, parking and/or loading areas from abutting property, a planted tree or shrub buffer shall be required.

8. Site Preparation: Any earth movement shall be done to accommodate good landscaping and site aesthetics. Natural vegetation shall be retained where feasible.

9. Nuisances: During construction and subsequent operation of an industrial plant, measures shall be taken to prevent nuisances relating to noise, litter and dust.

10. Sewer/Water: All South Park occupants are required to tie into the City of Lewiston sewer and water system. Discharge will not be permitted to overburden the City of Lewiston's design capacity.

11. Continuous Care and Maintenance: Occupants of South Park are required to maintain all buildings, structures, storage areas, parking lots, signs, and landscaping in an attractive, safe, clean, and sanitary condition at all times. In the event that an occupant fails to do so, Grantor may enter upon such land to effect compliance at the expense of the occupant and such entry shall not be deemed a trespass and in such an event a lien shall arise and be created in favor of the Grantor against such lot for one hundred fifty percent (150%) of the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the occupant is billed therefor.

12. Partial Invalidity: The invalidation of any one of the restrictions herein set forth or the failure to enforce any of such restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

13. Division of Lots: No lot shall be resubdivided without the Grantor's permission. If more than one lot is under the same ownership it shall be considered as one lot for the purposes of these Protective Covenants and Restrictions and may not be resubdivided without Grantor's permission.

14. Utility Lines: All electrical service and telephone lines on the property shall be placed underground and no outside electrical lines shall be placed overhead.

15. Remedies for Violation: For a violation or a breach of any of the provisions herein by any person claiming by or through or under the Grantor, the Grantor, and owners of other lots in South Park, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. This is in addition to Grantor's rights to abate violations as set forth above.

16. Occupant: Occupant shall mean the present and subsequent owner of the lot and anyone else in lawful possession.

17. Applicability and Succession: All covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and owner, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for itself, its successors and assigns, to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately and severally.

Notwithstanding the foregoing, these covenants, restrictions, reservations, and servitudes shall apply to only that part of Lot 17 on the Plan of "South Park, Revision 4," recorded in the Androscoggin County Registry of Deeds in Book of Plans, Book 39, Page 63, which was

included in the original Plan of "South Park, Revision 1" recorded in the Androscoggin County Registry of Deeds in Book of Plans, Book 34, Page 22.

MEMORANDUM OF ASSIGNED AMENDED AND RESTATED LAND LEASE

This Memorandum of an Assigned Amended and Restated Land Lease is made on July 31, 2013 pursuant to Title 33, Sections 201 and 455 of the Maine Revised Statutes and applies to the Amended and Restated Land Lease by and between SOUTH PARK DEVELOPMENT CORPORATION and KTI Bio Fuels, Inc. dated July 20, 2011 (the "Lease") as assigned to ReEnergy Lewiston, LLC. No Memorandum of the Lease was recorded. The Lease amended and restated a lease as amended as set forth more particularly in the Fourth Amendment to Land Lease and Memorandum of Amendment to Lease recorded in the Androscoggin County Registry of Deeds Book 3607, Page 239 and dated May 21, 1996.

Date of Lease: The Lease is dated as of July 20, 2011 (the "Effective Date").

Date of Assignment: The Lease was assigned to ReEnergy Lewiston LLC, from KTI Bio Fuels, Inc. by assignment dated July 31, 2013 and recorded herewith.

Name of Lessor of the Lease: SOUTH PARK DEVELOPMENT CORPORATION.

Name of Assignor of the Lease: KTI Bio Fuels, Inc.

Name of Assignee and Lessee: ReEnergy Lewiston LLC.

Premises Leased: The "Leased Premises" consist of 11.1 acres more or less of premises shown on Exhibit A, annexed hereto including improvements thereon; together and including the Water Line Easement, consisting of the right to use, lay, maintain and repair a water line over property and extending in a southwesterly direction a distance of 650 feet from the Alfred Plourde Parkway.

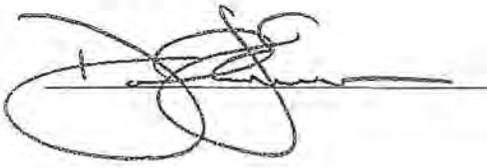
Term: The Lease commenced as of the Effective Date and extends for thirty (30) years.

Option to Purchase: Lessee has the right to purchase the Leased Premises at any time after January 1, 2016.

Right of First Refusal. Lessee is granted a right of "first refusal", with respect to the Leased Premises as set forth in the Lease during the term of the Lease.

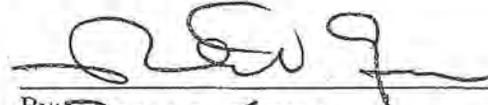
Signatures Appear on Separate Pages

WITNESS:



Lessee:

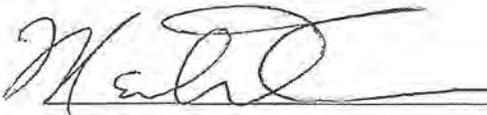
ReEnergy Lewiston, LLC



By: Richard Gessner

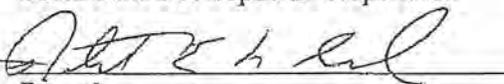
Its: Region Manager

WITNESS:



Lessor:

South Park Development Corporation



By: Rob

Its: PRESIDENT

STATE OF Maine
COUNTY OF Androscoggin, ss.

7/30, 2013

PERSONALLY APPEARED the above-named Richard Gessner,
Region Manager of ReEnergy Lewiston LLC as aforesaid, and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity and the free act and deed of
said ReEnergy Lewiston LLC.

Before me,



Notary Public

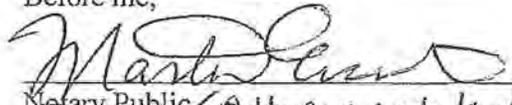
Print Name: Daniel J. Emerson

STATE OF MAINE
COUNTY OF ANDROSCOGGIN ss.

7/30, 2013

PERSONALLY APPEARED the above-named Robert Macdonald,
President of South Park Development Corporation as aforesaid, and acknowledged the
foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and
deed of said Corporation.

Before me,



Notary Public Attorney at law

Print Name: Martin E. Emerson



CITY OF LEWISTON

Planning & Code Enforcement



June 27, 2012

Michael J. Walsh, P.E.
Summit Environmental Consultants, Inc.
640 Main Street
Lewiston, ME 04240

Sent by email to: mwalsh@summitenv.com
info@walsh-eng.com
Dan.Emerson@casella.com

Re: Phase II Site Improvements, KTI Bio Fuels, Inc. Facility

Dear Mr. Walsh:

At the Planning Board meeting of June 25, 2012, the Board found that the application submitted by Summit Environmental Consultants, Inc. on behalf of KTI Bio Fuels, Inc. meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article X, Section 3 and Article XIII, Section 4 of the Zoning and Land Use Code and granted approval to KTI Bio Fuel, Inc. for the Phase II Site Improvement Project including the removal of wood debris within the work area, installation of a gravel working surface, installation of a concrete pad for a new screening picking machine, and upgrades for stormwater management at the site located at 38 Alfred A. Plourde Parkway subject to the following condition:

1. The 30' tall litter fence as shown on the approved site plan must be installed this year upon completion of the stormwater improvements.

Please provide a minimum of one (1) mylar's and one (1) paper copy for the Planning Board Chairman's signature. In addition, to facilitate updates of City GIS, any plans submitted for development review are requested to be accompanied by a digital CAD plan data file on compact disc (AutoCAD 2000 or 2002 drawing preferred).

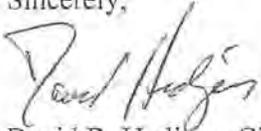
Please be advised that you will need to obtain the proper building and related permits from the Lewiston Planning and Code Enforcement Office before starting any construction or site work.

Please note that if development has not occurred as defined within the scope of this Code within two years, development review approval shall expire. The applicant may not begin construction or operation of the development until a new approval is granted. If necessary, an extension of

development review approval must be made within two years of the initial granting of approval. The applicant must state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of an extension, if granted. Extensions of approval may include information submitted in the initial application by reference. Only one extension of the initial approval shall be allowed under these provisions.

Congratulations on the approval of your project. If you have any questions, please do not hesitate to give me a call at (207) 513-3125, Extension 3223.

Sincerely,

A handwritten signature in cursive script, appearing to read "David R. Hediger".

David R. Hediger, City Planner

cc: Lincoln Jeffers – Asst. to the City Adm.
Gildace Arsenault – Director of Planning & Code Enf.
David Chick – Police Dept.
Paul Ouellette/Bruce McKay -Fire Dept.
Rick Burnham/Ryan Barnes – Engineering, Public Services

City of Lewiston Business License



MAILING ADDRESS

ReEnergy Lewiston, LLC
38 Alfred A Plourde Prkwy
Lewiston, ME 04240

LOCATION:

ReEnergy Lewiston, LLC
38 Alfred A Plourde Prkwy
Lewiston, ME 04240

Auto Graveyard/Junkyard

Over 100 feet from highway

Limits:

Special Restrictions: See Attached Conditions

Auto Graveyard/Junkyard	\$50.00	Effective Date 10/01/2013
Auto Graveyard/Junkyard Publication	\$25.00	
Total Fees:	\$75.00	Expiration Date 09/30/2014

Owner:

ReEnergy Lewiston, LLC

This license is granted subject to strict observance of all laws, ordinances, and regulations enacted for the protection of the City of Lewiston so far as they may apply and is to continue in force until the license expires unless sooner revoked. A State license may also be required.



Kathleen M. Montz

City Clerk

**THIS LICENSE MUST BE DISPLAYED AT ALL TIMES
IT IS NOT TRANSFERABLE OR ASSIGNABLE**

City Clerk's Office - 27 Pine Street - Lewiston, Maine 04240 - Telephone (207) 513-3000 Ext.3219

ReEnergy Lewiston, LLC:

1. Permit is granted for storage of construction and demolition debris (CDD), wood waste (includes demolition debris) and oversized bulky waste (OBW). CDD and OBW will consist of wood waste, sheetrock, insulation, metal, wire, aggregate products, dirt, sand, furniture, rugs, plastics, roofing materials, cardboard and any other large burnable household goods. Unacceptable materials are units containing CFC's, universal waste, municipal solid waste (MSW), hazardous materials, asbestos, and medical waste.
2. All wood waste and OBW which is to be placed in storage shall be piled no higher than 30'.
3. The width and length of the piles will be sized as indicated on the plan view of the back yard, but shall be no wider than 90' and no longer than 150'.
4. There shall be no more than nine (9) piles of wood waste and OBW at any time. OBW will not exceed two (2) piles.
5. Access rows or fire lanes shall be maintained between piles with a minimum distance of 30' between piles.
6. The main entrance roadway must be kept at a minimum of 24' of travel way at all times.
7. An additional access road or fire lane shall be maintained from Alfred A. Plourde Parkway at a minimum width of 20' to the storage area at all times..
8. All roads and fire lanes on the facility shall be of all weather surface adequately constructed to support fire apparatus likely to be operated on site at all times.
9. All storage pile locations shall be properly identified by the placement of a pole at the corner of the pile. A mark shall be placed at a height of 30' on the pole.
10. The site shall be designated no smoking throughout except office areas and control room. A no smoking sign shall be placed at the entrance to the facility.
11. Training of employees shall be provided on the use of fire protection equipment and fire reporting procedures on an annual basis.
12. KTI shall conduct a self-inspection of their activities and inspections shall be conducted on a weekly basis. Records of inspections shall be kept on site for Fire Prevention Bureau review when requested.
13. Pine trees shall be planted along the perimeter to provide a buffer and dead and/or missing trees shall be replaced promptly.
14. That the processing of pressure treated wood be done in full compliance with the EPA & DEP regulations.



OCT 21 2013

copy- Kathleen Joyce

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

DEPARTMENT ORDER

IN THE MATTER OF

REENERGY LEWISTON LLC)	SOLID WASTE LICENSE
LEWISTON, ANDROSCOGGIN CTY, MAINE)	
SOLID WASTE PROCESSING FACILITY)	
#S-013266-WX-H-T)	LICENSE TRANSFER
(APPROVAL WITH CONDITIONS))	

Pursuant to the provisions of the *Maine Hazardous Waste, Septage and Solid Waste Management Act*, 38 M.R.S.A. §§ 1301–1319-Y, *Rules Concerning the Processing of Applications and Other Administrative Matters*, 06-096 CMR 2 (last amended May 29, 2013), the Solid Waste Management Rules: *General Provisions*, 06-096 CMR 400 (last amended July 20, 2010), the Solid Waste Management Rules: *Transfer Stations and Storage Sites for Solid Waste*, 06-096 CMR 402 (last amended June 16, 2006), the Solid Waste Management Rules: *Water Quality Monitoring, Leachate Monitoring, and Waste Characterization*, 06-096 CMR 405 (last amended June 16, 2006) and the Solid Waste Management Rules: *Processing Facilities*, 06-096 CMR 409 (last amended July 20, 2010), the Department of Environmental Protection (“Department”) has considered the application of REENERGY LEWISTON LLC (“REL”), with all supportive data, agency review comments, and other related materials on file, and FINDS THE FOLLOWING FACTS:

I. APPLICATION SUMMARY

- A. Application: REL has submitted an application for a transfer of solid waste licenses (S-013266-WK-G-A dated July 18, 2011, *et al*) currently held by KTI Biofuels, Inc. (“KTI”). REL has purchased and assumed operation of a facility that primarily processes construction demolition debris (“CDD”) wood waste into bio-fuel wood chips at its current location at 38 Alfred Plourde Parkway, Lewiston, Maine. REL is a wholly owned subsidiary of ReEnergy Recycling Operations LLC (“ReEnergy”), an integrated waste fuel/biomass renewable energy company. ReEnergy was formed in 2008 by Riverstone Holdings LLC and a management team comprised of experienced industry professionals.
- B. History: The facility is currently undergoing the final phase of improvements as approved by the Department under Department license #S-013266-WK-G-A, issued July 18, 2011. Infrastructure to increase processing efficiency, facilitate traffic flow, minimize dust emissions and the spread of wind-blown litter, upgrade the storm water management system and install a new office building and scale has been completed. Removal of residuals and restoration/improvement of the operating surface is ongoing. KTI has been licensed by the Department (#S-013266-05-A-N) to operate at the same location within the Lewiston Industrial Park since 1986. Between 1986 and 1998, the Department approved license

REENERGY LEWISTON, LLC	3	SOLID WASTE LICENSE
LEWISTON, ANDROSCOGGIN CTY, MAINE)	
SOLID WASTE PROCESSING FACILITY)	
#S-013266-WX-H-T)	LICENSE TRANSFER
(APPROVAL WITH CONDITIONS))	

013266-WK-G-A. Additionally, the parties entered into an agreement whereby Casella will continue to accept fines resulting from the processing of material at the Juniper Ridge Landfill for use as alternative daily cover. REL has proposed to complement the licensed infrastructure installation with additional improvements, such as pavement in a portion of the storage area and a concrete unloading area. Both of these surfaces will allow for much easier clean-up of the debris/fines sifting out of the waste during delivery and sorting of recyclables.

The Department finds that REL has provided adequate evidence of financial capacity to complement the proposed infrastructure improvements with additional improvements, and to operate, maintain, and close the proposed facility in accordance with State environmental requirements, including the Maine Solid Waste Laws and Rules.

4. TECHNICAL ABILITY

ReEnergy currently owns and operates a 31 MW tire-to-energy facility in Sterling, Connecticut, along with three CDD and waste wood processing facilities that service the eastern New England/Boston metropolitan area marketplace. REL has submitted résumés for two of its operations management team. Greg Leahey is Senior Vice President of ReEnergy's asset management and health and safety programs. He was formerly Vice President of Recycling and Waste Service at Energy Answers Company Operations, Inc. During 9 years in that role, he had profit and loss responsibility for all waste procurement, collection, transfer, landfill, and recycling activities. The business was successfully sold to Covanta Energy Corporation. Mr. Leahey has an MS in Environmental Management. Richard Geisser is ReEnergy's Regional Manager of Recycling Operations involving four construction/demolition material recycling facilities and one metals recycling facility. Processing and recycling more than 700,000 tons per year of construction/demolition materials, the recycling division is the largest in the Northeast. Mr. Geisser has an MS in Environmental Engineering. ReEnergy employs the environmental consulting services of St. Germain Collins of Westbrook, Maine wherein one of its principals, Mark St. Germain, has over 18 years of experience with waste management, regulatory compliance, environmental site investigations and solid waste facility permitting.

The Department finds that, REL has the technical ability to construct, operate, maintain, and close the solid waste facility in a manner consistent with State environmental requirements, including the Maine Solid Waste Laws and Rules.

5. DISCLOSURE

A complete civil and criminal disclosure statement was submitted with the transfer application. None of the persons required to disclose (REL, ReEnergy, and the directors

REENERGY LEWISTON, LLC	4	SOLID WASTE LICENSE
LEWISTON, ANDROSCOGGIN CTY, MAINE)	
SOLID WASTE PROCESSING FACILITY)	
#S-013266-WX-H-T)	LICENSE TRANSFER
(APPROVAL WITH CONDITIONS))	

of the companies) have been convicted of any criminal law or adjudicated or otherwise found to have committed any civil violation of environmental laws or rules of Maine, other states, the United States, or another country.

The Department finds that REL is a newly formed company and thus has no history, and that ReEnergy has provided a complete disclosure statement for itself and its directors and officers declaring that they have not been convicted of any criminal violations nor been the subject of any administrative agreements, consent decrees, or had any administrative orders directed at them for violations of environmental laws or rules administered by the Department, the State, other states, the United States or another country in the 5 years preceding the filing of the application, which is the subject of this license.

6. PUBLIC NOTICE

REL provided public notice of this application by publishing a notice in a local newspaper and sending copies of the notice to owners of abutting properties by certified mail. No written public comments were received.

The Department finds that REL has provided adequate public notice of its application to transfer the license.

7. LICENSES TRANSFERRED

REL requests that the following permits be transferred from KTI to REL:

Department license	Date Issued	License Summary
S-013266-WK-G-A	July 18, 2011	Amendment to construct site improvements in two phases during 2011 and 2012
S-013266-WK-F-M	June 25, 2004	Modifies storage at the facility by increasing the size and height of existing material storage piles and decreasing width of mineral strips between storage piles
S-013266-WK-E-R	August 29, 1998	Renewal of 1986 license, which approved the construction of a woodwaste processing facility
S-013266-WK-D-M	August 18, 1989	Modifies the prior license to increase the structure size to 32'x42'

REENERGY LEWISTON, LLC	5	SOLID WASTE LICENSE
LEWISTON, ANDROSCOGGIN CTY, MAINE)	
SOLID WASTE PROCESSING FACILITY)	
#S-013266-WX-H-T)	LICENSE TRANSFER
(APPROVAL WITH CONDITIONS))	

S-013266-05-C-M	November 23, 1988	Expansion of structure to 30'x30' to enclose the workers and processing machinery, and to allow disc screen and drag conveyor
L-013266-05-B-M	February 9, 1987	Transfer of ownership to FTI Limited Partnership and Fuel Technologies, Inc.
L-013266-05-A-N	April 15, 1986	Original approval for construction of woodwaste processing facility

The Department finds that the above listing comprises the licenses that are required to be transferred from KTI to REL. The Department also finds that Department licenses #L-021134-39-A-N and #L-021134-39-F-M were issued to the City of Lewiston/South Park Development, the owner of the land underlying the processing facility, and therefore are not required to be transferred from KTI to REL.

BASED on the above Findings of Fact, and subject to the conditions listed below, the Department makes the following conclusions:

1. REL has provided sufficient evidence of title, right, or interest in the property.
2. REL and ReEnergy have provided adequate evidence of financial capacity to compliment the proposed infrastructure improvements with additional improvements, and to operate, maintain, and close the proposed facility in accordance with State environmental requirements, including the Maine Solid Waste Laws and Rules.
3. REL has the technical ability to construct, operate, maintain, and close the solid waste facility in a manner consistent with State environmental requirements, including the Maine Solid Waste Laws and Rules.
4. REL, as a newly formed company, has no history. Its parent company, ReEnergy, has provided a complete disclosure statement for itself and its directors and officers declaring that, they have not been convicted of any criminal violations nor been the subject of any administrative agreements, consent decrees, or had any administrative orders directed at them for violations of environmental laws or rules administered by the Department, the State, other states, the United States or another country in the 5 years preceding the filing of the application, which is the subject of this license.

Appendix A

STANDARD CONDITIONS TO ALL SOLID WASTE FACILITY LICENSES

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL. VIOLATIONS OF THE CONDITIONS UNDER WHICH A LICENSE IS ISSUED SHALL CONSTITUTE A VIOLATION OF THAT LICENSE AGAINST WHICH ENFORCEMENT ACTION MAY BE TAKEN, INCLUDING REVOCATION.

1. **Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed by the licensee. Any consequential variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
2. **Compliance with All Applicable Laws.** The licensee shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
3. **Compliance with All Terms and Conditions of Approval.** The licensee shall submit all reports and information requested by the Department demonstrating that the licensee has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. **Transfer of License.** The licensee may not transfer the solid waste facility license or any portion thereof without approval of the Department.
5. **Initiation of Construction or Development Within Two Years.** If the construction or operation of the solid waste facility is not begun within two years of issuance or within 2 years after any administrative and judicial appeals have been resolved, the license lapses and the licensee must reapply to the Department for a new license unless otherwise approved by the Department.
6. **Approval Included in Contract Bids.** A copy of the approval must be included in or attached to all contract bid specifications for the solid waste facility.
7. **Approval Shown to Contractors.** Contractors must be shown the license by the licensee before commencing work on the solid waste facility.
8. **Background of key individuals.** A licensee may not knowingly hire as an officer, director or key solid waste facility employee, or knowingly acquire an equity interest or debt interest in, any person convicted of a felony or found to have violated a State or federal environmental law or rule without first obtaining the approval of the Department.
9. **Fees.** The licensee must comply with annual license and annual reporting fee requirements of the Department's rules.
10. **Recycling and Source Reduction Determination for Solid Waste Disposal Facilities.** This condition does not apply to the expansion of a commercial solid waste disposal facility that accepts only special waste for landfilling.

The solid waste disposal facility shall only accept solid waste that is subject to recycling and source reduction programs, voluntary or otherwise, at least as effective as those imposed by 38 MRSA Chapter 13.

11. Deed Requirements for Solid Waste Disposal Facilities. Whenever any lot of land on which an active, inactive, or closed solid waste disposal facility is located is being transferred by deed, the following must be expressly stated in the deed:
 - A. The type of facility located on the lot and the dates of its establishment and closure.
 - B. A description of the location and the composition, extent, and depth of the waste deposited.
 - C. The disposal location coordinates of asbestos wastes must be identified.

SOLID WASTE
ANNUAL LICENSE & ANNUAL REPORT FEE
INFORMATION SHEET

ANNUAL LICENSE FEE

All licensed solid waste facilities are required to pay an annual license fee. These fees assist in supporting the costs associated with the Department's ongoing license compliance activities. A facility's annual license fee is due on the anniversary date of the license (i.e., the date that the license was signed).

To simplify the payment process for annual license fees, invoices will be sent out quarterly to all facilities with an anniversary date falling within that quarter. The amount of the annual license fee is variable dependent upon the type of facility being operated. A fee sheet is attached for your information. To determine the fee that your facility will be assessed on an annual basis, locate the type of facility for which you are licensed in the left-hand column. Follow across to the middle column headed "License Fee" to locate the amount of the fee. If you hold multiple solid waste facility licenses from the Department, you will be assessed the appropriate fee for each facility license at the time of the license anniversary date.

EXAMPLE: Facility X is issued a license on February 10, 2010. Fee will be due annually beginning on March 31, 2011.

ANNUAL REPORT FEE

Solid waste facilities which have been licensed or relicensed under applicable rules valid on or after May 24, 1989 are eligible to forgo relicensing. As an alternative to relicensing, facilities are required, in part, to comply with annual facility reporting rules and beginning 5 years after the license issue date to pay the associated annual report fee. The annual report fee assists in supporting the Department's solid waste licensing and annual report review activities.

The annual report fee is to be paid at the time the annual report is submitted. The amount of the annual report fee is equal to 20% of the amount that would have been paid for a relicensing fee. A fee sheet is attached for your information. To determine the annual report fee that your facility will be assessed on an annual basis beginning 5 years after the license issue date, locate the type of facility for which you are licensed in the left-hand column. Follow across to the far right-hand column headed "Report Fee" to locate the amount of the fee. If you hold multiple solid waste facility licenses from the Department, you will be required to submit the appropriate fee for each facility license with an annual report.

EXAMPLE: Facility X is issued a license in 2010 in accordance with rules valid on or after May 24, 1989. Submission of the first annual report will be required in accordance with the rules. No fee is due with the report until 2015 - five years after the license issuance date.

Please note that these fees are subject to change by the Legislature.
The DEP will notify you if these fees change.

Solid Waste Division Fee Schedule Effective November 1, 2012 to October 31, 2013

ATS Code	Description	Appl Process Fee	Appl Lic Fee / Annual	Total Application Fee - New	Annual Report Fee**
BRWM - SOLID WASTE					
WB	Existing Non-Secure Municipal Landfill <15,000 people	\$5,272	\$1,506*	\$6,778	\$828
WC	Non-Secure Municipal Landfill >15,000 people	\$5,272	\$5,272*	\$10,544	\$1,582
WD	Secure Landfill	\$7,352	\$12,805*	\$20,157	\$3,296
WD	Minor Revision for Secure Landfill	\$846	\$141	\$987	
WE	Secure Landfill -Woodwaste, Landclearing/Demolition Debris	\$4,230	\$7,050*	\$11,280	\$1,833
WE	Minor Revision for Secure Landfill -Woodwaste, Landclearing/Demolition Debris	\$423	\$141	\$564	
WF	Non-Secure Landfill -Woodwaste, Landclear/DemoDebris <6acres	\$987	\$1,130*	\$2,117	\$325
WN	Closing Plan for Secure Landfill	\$2,259	\$2,259	\$4,518	
WO	Closing Plan for Non-Secure Landfill	\$752	\$752	\$1,504	
W1	Alternative Approval of a Municipal Landfill Closing Plan	\$376	\$376	\$752	
WQ	Landfill-Preliminary Information Reports	\$263	\$263	\$526	
WR	Landfill License Transfers	\$752	\$263	\$1,015	
W5	Public Benefit Determination	\$246	\$246	\$492	
W6	Landfill - Post-Closure Report	\$246	\$246	\$492	
WG	Incineration - MSW/Special Waste	\$5,272	\$7,532*	\$12,804	\$2,034
WW	Incineration - License Transfers	\$266	\$266	\$532	
WH	Reduced Procedure for Transfer Station - Storage Facility	\$831	\$263*	\$1,094	\$136
WH	Transfer Station - Storage Facility	\$1,130	\$263*	\$1,393	\$166
WI	Tire Storage Facility	\$603	\$677*	\$1,280	\$196
WK	Processing Facility NOT MSW Composting or Residuals	\$1,054	\$1,054*	\$2,108	\$316
WV	Beneficial Use-Fuel Substitution	\$987	\$705*	\$1,692	\$240
WL	On-Going Beneficial Use NOT Utilization wo/Risk-Assessment	\$987	\$282*	\$1,269	\$155
W	On-Going Beneficial Use NOT Utilization with/Risk-Assessment	\$1,974	\$705*	\$2,679	\$336
W3	One-Time Beneficial Use NOT Utilization wo/Risk-Assessment	\$987	\$282	\$1,269	
W4	One-Time Beneficial Use NOT Utilization with Risk-Assessment	\$1,974	\$705	\$2,679	
W7	Beneficial Use NOT Utilization - Reduced Procedure	\$543	\$135*	\$678	\$81
WS	Special Waste Disposal - 1 time =< 6 cubic yards	\$74	\$74	\$148	
WT	Special Waste Disposal - 1 time > 6 cubic yards	\$150	\$150	\$300	
WU	Special Waste Disposal - Routine	\$452	\$452	\$904	
WX	License Transfer Other Than Landfill or Incineration	\$150	\$150	\$300	
WZ	Solid Waste Facility Pilot Permit	\$74	\$74	\$148	
88	362-A Experiments - All Bureaus	\$263	\$263	\$526	
	permit by rule for on-going activities	\$143	\$143*	\$286	\$43
	permit by rule for one-time activities	\$143	\$143	\$286	
	license transfer of a permit by rule	\$143		\$143	
	All minor revisions other than landfills	\$282		\$282	
BRWM - SEPTAGE					
S1	Municipal Septage Management Compliance -Septage Designation	\$74	\$38	\$112	
S2	Septage Non-Utilization Site (Disposal)	\$775	\$376*	\$1,151	
S3	Septage Utilization Site	\$775	\$376*	\$1,151	
S4	Septage Storage Site	\$74	\$112*	\$186	
S7	Septage License Transfer	\$143	\$143	\$286	

ATS Code	Description	Appl Process Fee	Appl Lic Fee / Annual	Total Application Fee - New	Annual Report Fee**
3RW - SLUDGE & RESIDUALS					
79	Utilization Prog Lic-Indus/Papermill/Short-PaperFiber Sludge	\$603	\$603*	\$1,206	\$181
81	Utilization W/PrgLic-Indus/Papermill/Short-PaperFiber Sludge	\$225	\$376*	\$601	\$98
SC	Utilization Prog License-Biosolids, Sewage/Municipal Sludge	\$452	\$414*	\$866	\$128
SI	Utilization W/PrgLic-Biosolids, Sewage/Municipal Sludge	\$112	\$301*	\$413	\$71
SD	Utiliz Prog Lic-Bioash/CKD/LimeMud/Other Ash or Liming Agent	\$452	\$414*	\$866	\$128
SJ	Utiliz W/PrgLic-Bioash/CKD/LimeMud/Other Ash or Liming Agent	\$112	\$301*	\$413	\$71
SE	Utilization Program License - Wood Ash	\$452	\$112*	\$564	\$68
SK	Utilization With a Program License - Wood Ash	\$74	\$188*	\$262	\$45
SF	Utilization Program License-Food Waste, Food/Fish By-Product	\$452	\$112*	\$564	\$68
SL	Utilization W/PrgLic-Food Waste, Food/Fish By-Product	\$74	\$188*	\$262	\$45
SG	Utilization Program License - Other Wastes	\$452	\$263*	\$715	\$98
SM	Utilization With a Program License - Other Wastes	\$74	\$188*	\$262	\$45
ST	Agronomic Utilization Storage <3,500 cubic yards	\$287	\$251*	\$538	\$79
SU	Agronomic Utilization Storage >= 3,500 cubic yards	\$575	\$251*	\$826	\$108
SV	Agronomic Utilization-Other	\$453	\$263*	\$716	\$98
SX	Agronomic Utilization-License Transfer	\$151	\$151	\$302	
SY	Agronomic Utilization-One Time	\$74	\$74	\$148	
SZ	Agronomic Utilization-Pilot Project	\$74	\$74	\$148	
	permit by rule for on-going activities	\$143	\$143*	\$286	\$43
	permit by rule for one-time activities	\$143	\$143	\$286	
	license transfer of a permit by rule	\$143		\$143	

COMPOST

	Compost Facility-Type IA/Leaf & Yard Waste	\$225	\$225*	\$450	\$68
CF	Compost Facility-Type IB/IC Residual <750 cy/yr	\$225	\$225*	\$450	\$68
CG	Compost Facility-Type IB/IC Residual >750 cy/yr	\$225	\$225*	\$450	\$68
CH	Compost Facility-Type II (sludge meets DEP req) <3500 cy/yr	\$987	\$705*	\$1,692	\$240
CI	Compost Facility-Type II (sludge meets DEP req) >3500 cy/yr	\$1,974	\$1,198*	\$3,172	\$437
CJ	Compost Facility-Type III(sludge not meet DEP req)<3500cy/yr	\$987	\$705*	\$1,692	\$240
CK	Compost Facility-Type III(sludge not meet DEP req)>3500cy/yr	\$1,974	\$1,198*	\$3,172	\$437
CL	Other Septage & Residual Processing <750 cy/yr	\$526	\$526*	\$1,052	\$158
CM	Other Septage & Residual Processing >750 cy/yr	\$1,053	\$1,053*	\$2,106	\$316
CX	Compost & Residual Processing - License Transfer	\$141	\$141	\$282	
CZ	Compost & Residual Processing - Pilot Project	\$70	\$70	\$140	
	permit by rule for on-going activities	\$141	\$141*	\$282	\$42
	permit by rule for one-time activities	\$141	\$141	\$282	
	license transfer of a permit by rule	\$141		\$141	

* Denotes amount for both application licensing and annual license fees.

Annual license fees are due annually beginning one year after license issuance.

**Annual report fees are due annually beginning 5 years after license issuance.

Annual report fees = 1/5(annual fee plus 1/2 processing fee)

The fee for amendments is one half the processing fee plus one half the licensing fee.

The fee for renewals is one half the processing fee plus the full licensing fee.

The fee for all Condition Compliance is \$142



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

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

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

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

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: March 11, 2014
RE: March 14, 2014 Planning Board Agenda Item V(a)

156 East Avenue – Franklin Pasture – update on proposed improvements baseball field.

As the Planning Board may recall, the City of Lewiston is proposing to implement a series of renovations and upgrades to the recreational facilities located in Franklin Pasture. In June 2013 the City presented a plan identifying seven specific areas within Franklin Pasture that are part of the overall improvement scheme. They are relatively independent of the other portions of the site and have been proposed to be improved independent of one another. These areas are designated as Upper Franklin, Marcotte Park, Shoebox, Franklin Baseball, Franklin Main, Tennis Courts and Lewiston High School (LHS) Practice Field.

The first phase of improvements included the installation of a turf field on Upper Franklin (the football field). The Board granted approval on June 10, 2013 to the City of Lewiston for improvements and modifications to the recreational fields at Franklin Pasture, including the installation of new turf fields and subject to the following conditions:

1. To be noted on the final approved plan that no construction activity commence until a performance guarantee is provided to the City's satisfaction in accordance with Article XIII, Section 15(e)(3) of the Zoning and Land Use Code.
2. The Planning Board must review and approve of additional site improvements as described in the submitted application from Harriman Associates to Maine DEP dated April 19, 2013 prior to construction.

Consistent with the Board's condition of approval, Harriman Associates on behalf of the City of Lewiston has submitted plans for the next phase of improvements for the Franklin Pasture Baseball field. This will consist of a 20' x 30' storage building/press box, field lighting, scoreboard replacement, and field irrigation. These improvements were shown in concept as part of the overall master plan presented in 2013; however, specific design work was not completed at that time. The City is now requesting approval to move forward with this next phase. Given the limited nature of the proposed improvements, staff has no concerns as proposed.

It should be noted, with respect to other condition of approval previously issued by the Board, the required performance guarantee was related to the stormwater improvements and the required ongoing maintenance, repair, or replacement of the sites stormwater system as related to the new turf field. The City has yet to record the guarantee at the Androscoggin County Registry of Deeds. Staff has reminded the applicant that prior to any work associated with the turf field, evidence that this document has been recorded must be provided to staff. That said, the proposed

improvements for the baseball field are unrelated to the stormwater management improvements associated with the turf field. Only 600 square feet of new impervious area is proposed with baseball field improvements, an insignificant increase to the impervious area of Franklin Pasture that drains to the existing detention pond.

Given the Board's previous review of the City's application and conditions of approval, this project is subject to development review approval from the Planning Board pursuant to Article XIII, Section 4 of the Zoning and Land Use Code.

ACTIONS NECESSARY

1. Make a motion to consider an application submitted by Harriman Associates on behalf of the City of Lewiston for improvements and modifications to Franklin Baseball Field.
2. Obtain input on the application;
3. 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 the City of Lewiston for improvements and modifications to the Franklin Baseball Field (subject to any concerns raised by the Planning Board or staff).



March 31, 2014

Mr. David Hediger, City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Re: City of Lewiston
Franklin Pasture
Lewiston, ME
Project No. 12729
City of Lewiston Planning Board – Project Review

Dear David:

Harriman is pleased to submit for review three full size copies and nine reduced copies of the site plan and architectural plans for Franklin Baseball improvements at Franklin Pasture. Last year we submitted plans, permit applications and supporting documents for various improvements to Franklin Pasture that included Franklin Maine, Shoebox, Franklin Baseball, Lewiston High School Practice field, Upper Franklin and Marcotte Park. The Planning Board approved the improvements to Franklin Main and some improvements to the Shoebox area. In their approval the Planning Board required subsequent phases of the project be submitted to the Board for review and approval. At the same time we had submitted the same plans and supporting data to the Maine Department of Environmental Protection (MEDEP) for a modification to the Site Location of Development permit. The MEDEP granted a permit modification for the entire project with one of the conditions of the permit being that the City submit updated financial capacity to them prior to construction.

The attached plans are for Planning Board review and approval of the Franklin Baseball phase of the overall project. This phase consists of constructing a 20 foot by 30 foot storage building and press box. This structure was shown on the plans submitted with the original site plan application. We are also including the architectural plans of the building for the Board review and approval. Other features of this phase include new lighting system for night games and a new sound system. The existing scoreboard will be replaced by a new scoreboard as shown on the plans. A new electrical service is required for the ball field lighting system. A new automatic irrigation system will be installed to replace the existing manual irrigation system.

We are submitting three full size and nine reduced copies of the following plans:

- C00.1 Site Layout Plan
- A10.1 Floor Plans
- A20.1 Exterior Elevations
- A25.1 Building Sections

46 HARRIMAN DRIVE
AUBURN, ME 04210
207.784.5100

123 MIDDLE STREET
PORTLAND, ME 04101
207.775.0053

ONE PERIMETER ROAD
MANCHESTER, NH 03103
603.626.1242

www.harriman.com



David Hediger
March 31, 2014
Page 2 of 2

Please schedule a staff level review of this project at your earliest convenience. We request that the Lewiston Planning Board review the attached plans at their next available meeting. If you have any questions or concerns relating to this project, please contact me or Frank Crabtree.

Sincerely,
Harriman

John D. Kuchinski, P.E.
jkuchinski@harriman.com

sbest

Enclosures: Plans

cc: Heather Hunter, City of Lewiston



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov



TO: David Hediger, City Planner
And Members of the Planning Board

FROM: Heather Hunter, Finance Director

SUBJECT: **Franklin Pasture Project Update – Baseball Field**

DATE: April 11, 2014

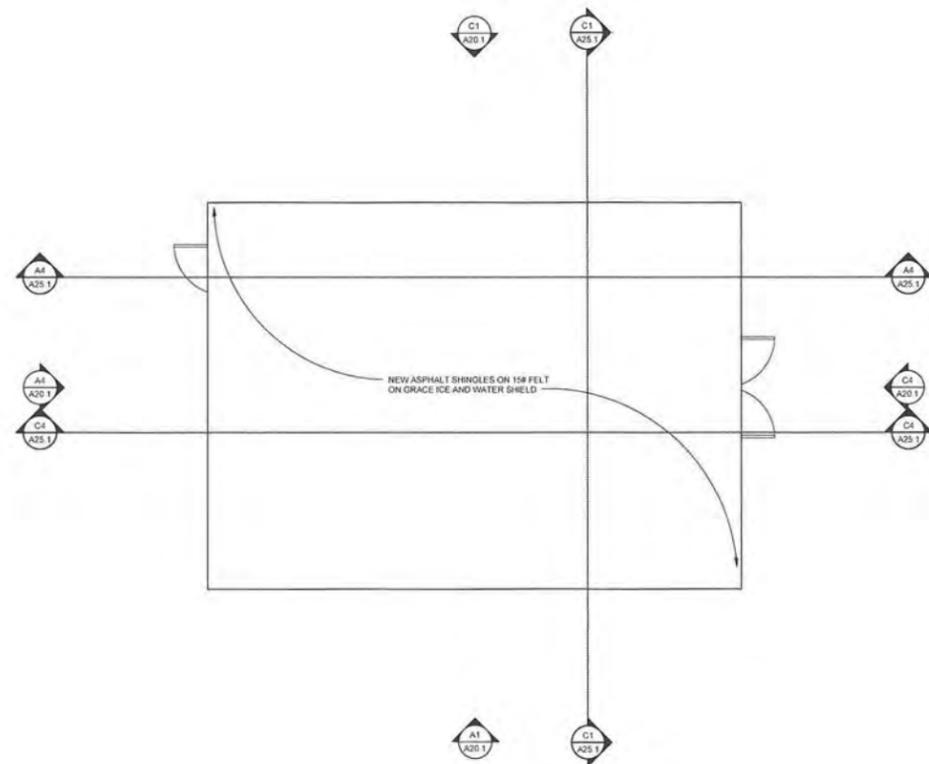
On June 10, 2013, a representative from Harriman, the School Athletic Director, and I came before you to present the Franklin Pasture Sports Complex Improvement Project in its entirety. As a reminder, this is a \$5 million endeavor of which \$3,448,828 is targeted for complex improvements to the main complex, tennis courts, baseball and softball fields, shoebox area, practice field, and Marcotte Park. Complex improvements include such amenities like restrooms, enlarged concession stands, enhanced lighting and sound systems, new scoreboards, track and tennis court resurfacing, and two artificial turfs.

We are pleased to say we've made great progress with our fundraising endeavors which is what brings me to writing you this memo. The Trustees have received a \$200,000 donation for baseball infrastructure improvements. Priority improvement elements in this area are a new combined storage and press box building, raising the dugouts, irrigating the outfield, improvements to the satellite concession stand with the addition of restrooms, and a new scoreboard that's positioned for better site. Harriman has been contracted to provide detail design plans for this phase of the project which are enclosed in this packet.

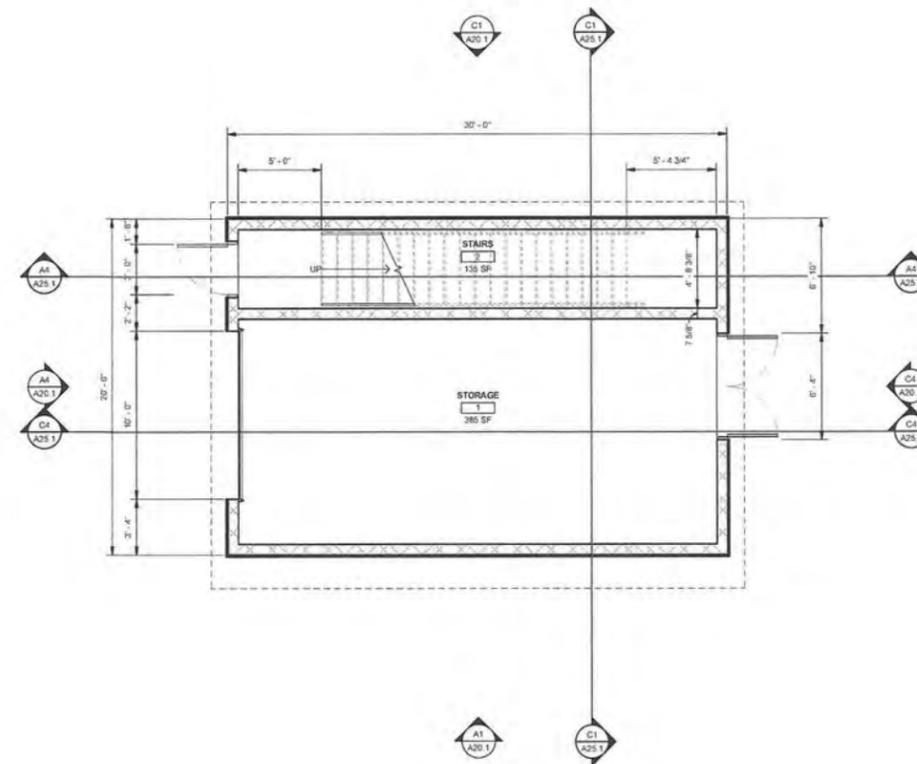
At the June meeting, you requested that other phases of the project be brought before you for approval. The Franklin Pasture Trustees would appreciate your affirmation of this portion of the budget so construction may begin this spring.

FRANKLIN BASEBALL

LEVISTON MAINE
Harriman Project No. 12729
Key Plan



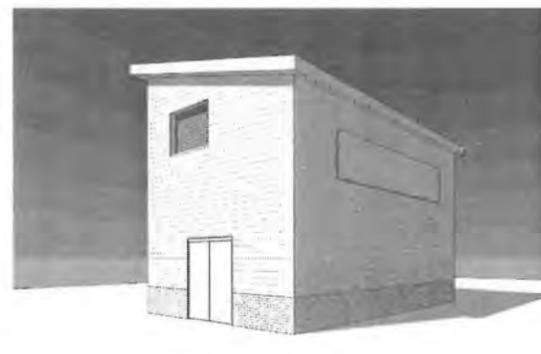
C1 ROOF PLAN
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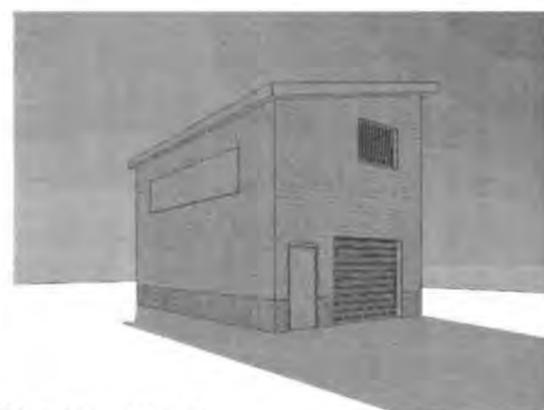
C4 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



B1 VIEW FROM WEST
SCALE:



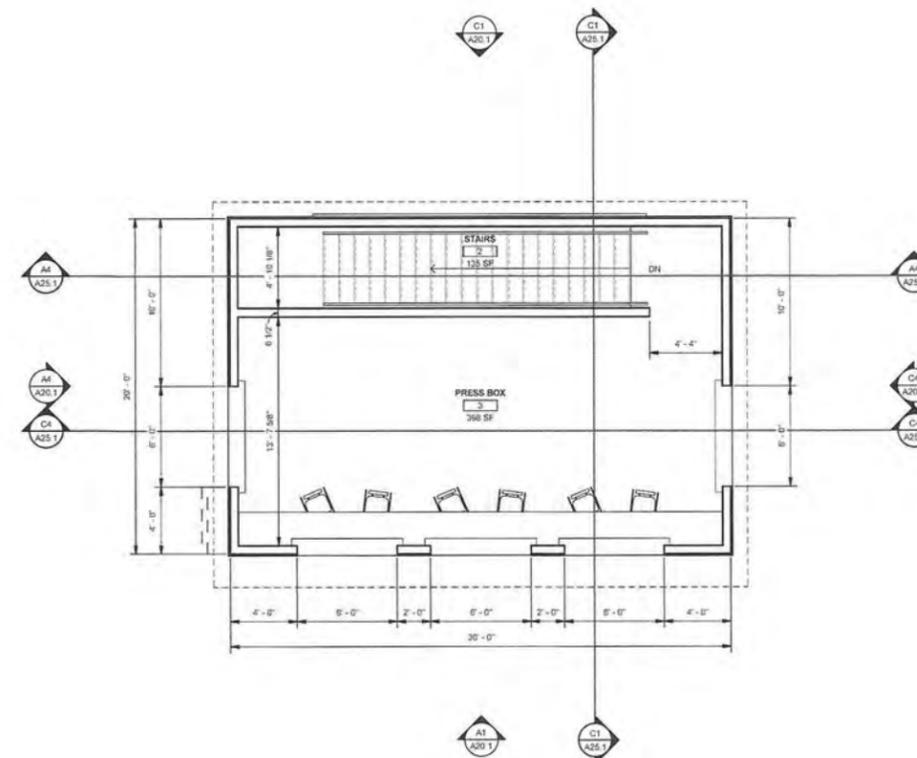
B2 VIEW FROM EAST
SCALE:



A1 VIEW FROM NORTH
SCALE:



A2 VIEW FROM SOUTH
SCALE:



A4 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

Issues and Revisions		
Issue	Date	Description
	05-28-14	PLANNING BOARD REVIEW

PRELIMINARY
NOT FOR
CONSTRUCTION

Drawing Scale: 1/4" = 1'-0"
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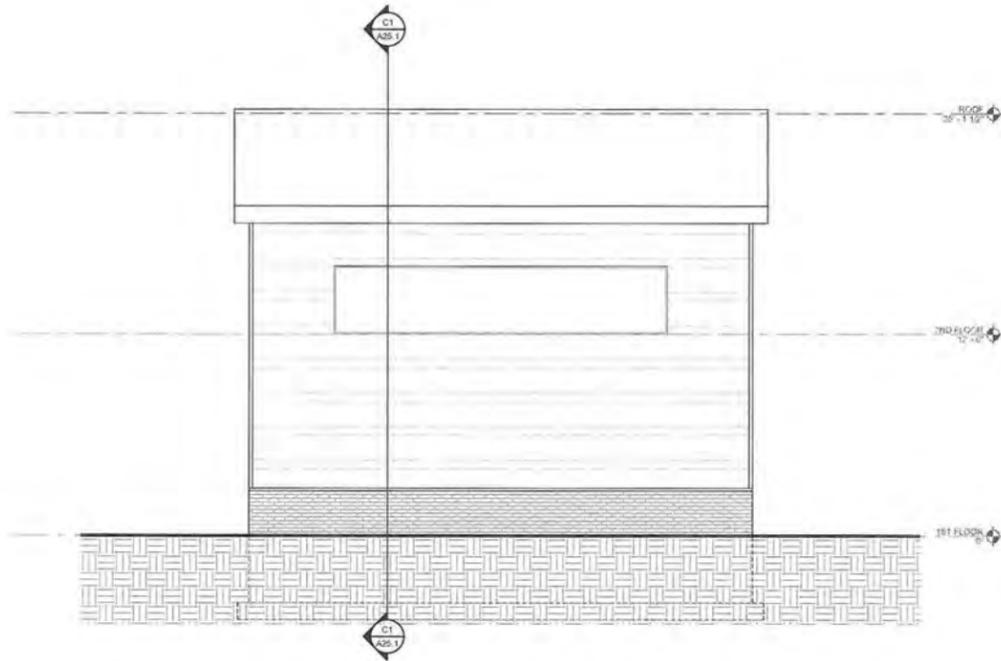
PA: HC
TRJ
© 2014
Harriman Associates

FLOOR PLANS

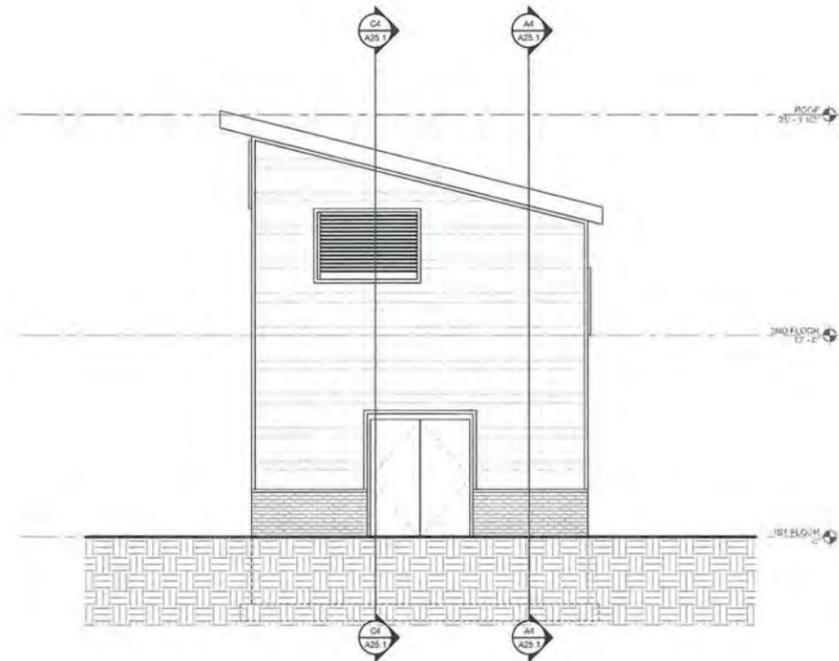
A10.1

PROVIDE TO THE CLIENT

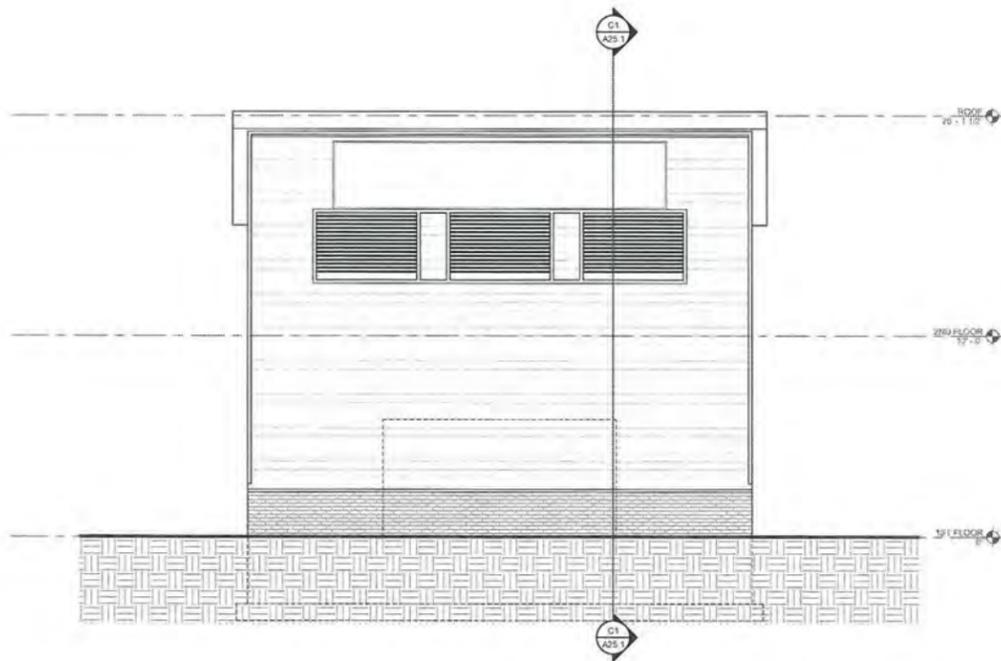
DRAWING AT REDUCED SCALE



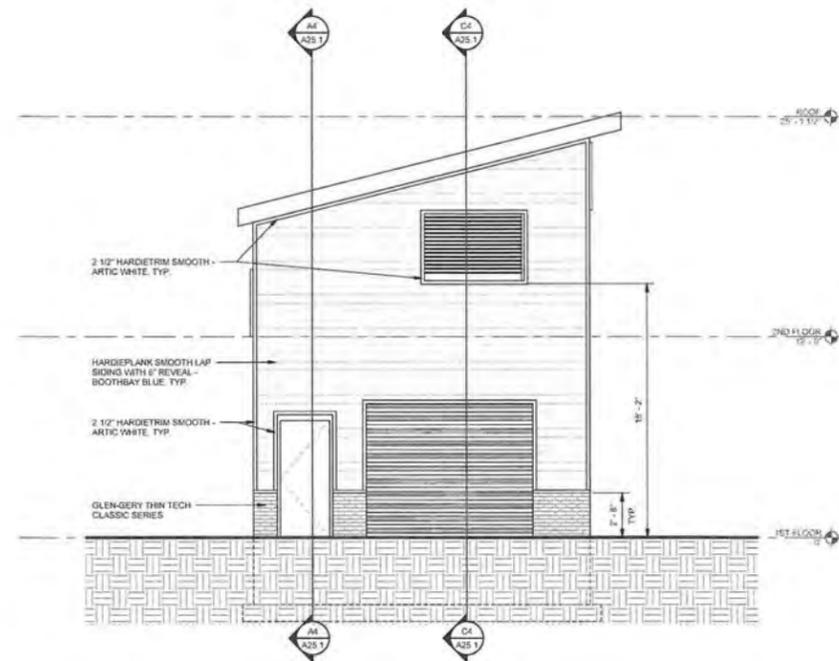
C1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



C4 EAST ELEVATION
SCALE: 1/4" = 1'-0"



A1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



A4 WEST ELEVATION
SCALE: 1/4" = 1'-0"



HARRIMAN

AUBURN PORTLAND MANCHESTER

FRANKLIN BASEBALL

LEWISTON MAINE

Harriman Project No. 12729

Rev. Plan

1/24/14



Revisions and Revisions		
Rev.	Date	Description
03-28-14		PLANNING BOARD REVIEW

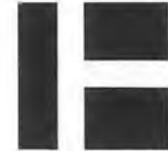
PRELIMINARY
NOT FOR
CONSTRUCTION

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

© 2014 Harriman Associates

EXTERIOR ELEVATIONS

A20.1



HARRIMAN

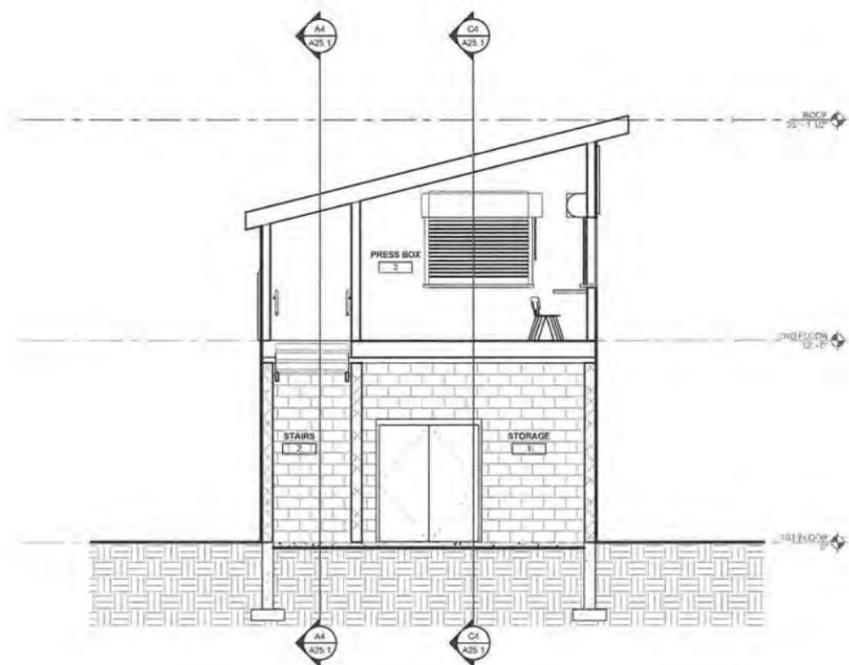
LEWISTON FORTLAND MAINE

FRANKLIN BASEBALL

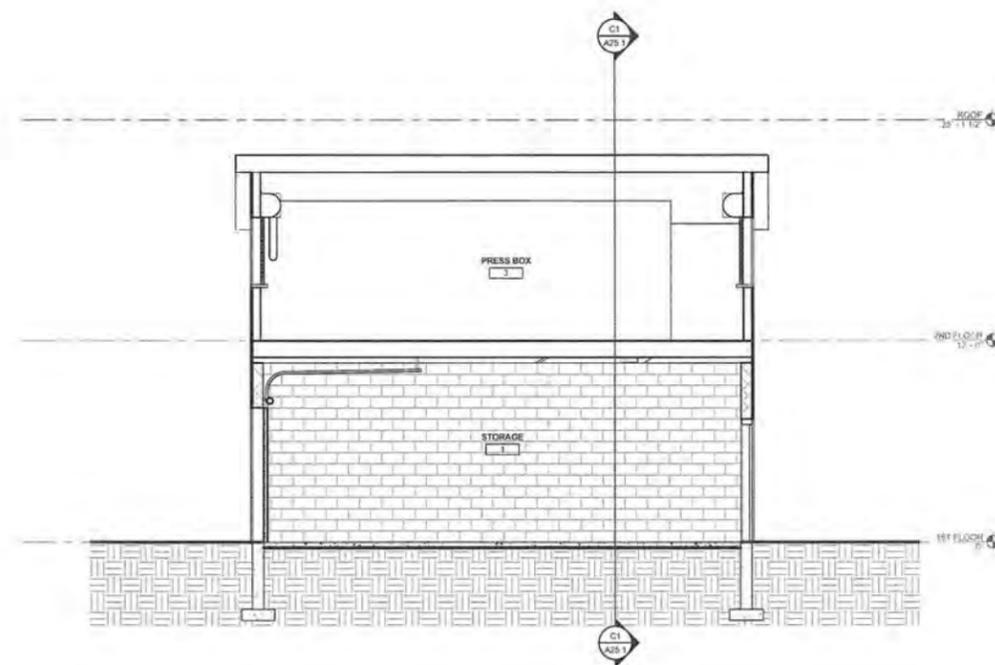
LEWISTON MAINE

Worksheet No. 12728

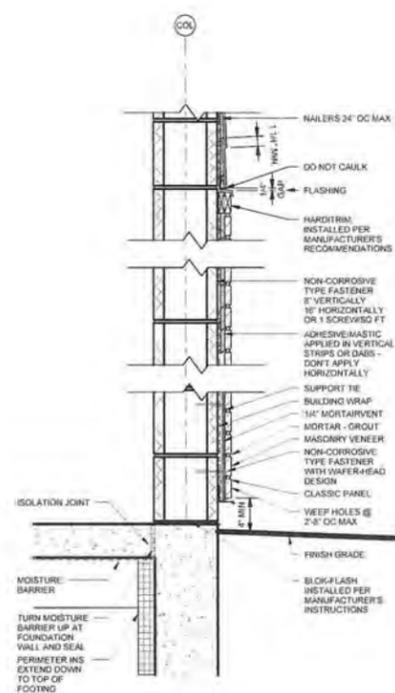
Map No. Proj. No.



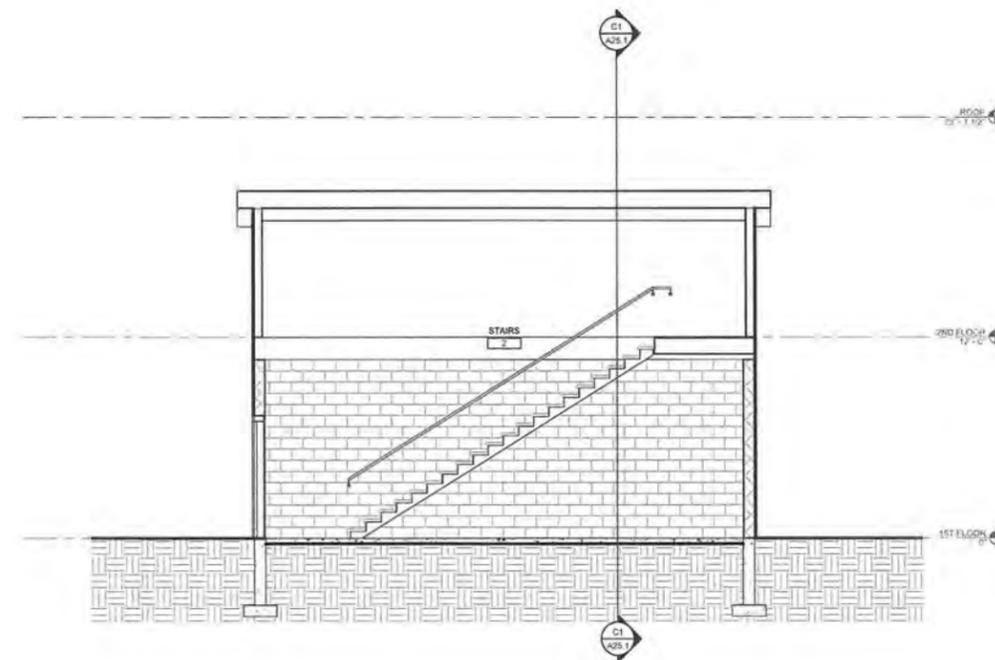
C1 BUILDING SECTION
SCALE: 1/4" = 1'-0"



C4 BUILDING SECTION
SCALE: 1/4" = 1'-0"



A2 WALL SECTION
SCALE: 1/2" = 1'-0"



A4 BUILDING SECTION
SCALE: 1/4" = 1'-0"

Issue	Date	Description
1	03-26-14	PLANNING BOARD REVIEW

PRELIMINARY
NOT FOR
CONSTRUCTION

Drawing Scale:	As indicated	0 2 4 8'
Graphic Scale:	1/4" = 1'-0"	0 2 4 8'
PA/JS	TRJ	© 2014 Harriman Associates

BUILDING SECTIONS

A25.1