CITY OF LEWISTON
PLANNING BOARD MEETING
Monday, October 24, 2016 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. **ROLL CALL**

II. **ADJUSTMENTS TO THE AGENDA**

III. **CORRESPONDENCE**

IV. **PUBLIC HEARINGS:**

a) To consider an application submitted by Cumberland Farms, Inc. for the construction of a new of a new Cumberland Farms retail store with fuel service located at 691 Main Street.
b) A proposal to rezone the even-numbered addressed properties on the north side of King Avenue, 10 King Avenue to 108 King Avenue, from the Community Business (CB) district to the Neighborhood Conservation "A" (NCA) district.
c) A proposed amendment to Appendix A, Article XIII, Section 4(f) of the Zoning and Land Use Code to amend the city's development review stormwater provisions to be consistent with the Maine Stormwater Management Law, 38 M.R.S.A. Section 420- D, and regulations promulgated there under, specifically Rules 500, 501, and 502, as amended on August 12, 2015.

V. **OTHER BUSINESS:**

a) Discussion about AVCOG Planning Day
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 August 22, 2016 and September 12, 2016 draft minutes

VII. **ADJOURNMENT**

CITY OF LEWISTON

Department of Planning & Code Enforcement

Lewiston
All-America City
2007

TO: Planning Board
FROM: David Hediger, City Planner
DATE: October 20, 2016
RE: October 24, 2016 Planning Board Agenda Item IV(a)

An application submitted by Cumberland Farms, Inc. for the construction of a new of a new Cumberland Farms retail store with fuel service located at 691 Main Street.

Cumberland Farms, Inc. has submitted an application for the construction of 4,786 square foot convenience store with eight fueling positions at 691 Main Street. This site is current occupied by the vacant Aubuchon Hardware building which will be demolished as part of this project. This property of 1.41 acres is located in the Community Business (CB) district in which retail with accessory fueling stations is allowed as a permitted use. The existing Cumberland Farms store abutting this site at 701 Main Street will be vacated once the new store is completed.

The project is subject to the development review criteria of Article XIII, Section 4 of the Zoning and Land Use Code. The project is also subject to the City's delegated review authority from Maine DOT for issuance of a Traffic Movement Permit (TMP) being a project exceeding 100 vehicular tips in a peak hour.

Staff has worked closely with the applicant and notes the following:

1) The existing site is nonconforming with respect to impervious area at approximately 79 percent. The proposed project will decrease the amount of impervious area by approximately 3,100 square feet, due in large part to landscaping, for a total impervious area of approximately 69%. The maximum impervious area in the CB is 70 percent. Any reduction from existing conditions is welcomed by staff, bringing the property into compliance with the space and bulk regulations.
2) The existing site does not have any storm drains. The proposed site improvements include a stormwater management plan, improving the collection of stormwater over existing conditions with the installation of new catchbasins on site. Public Works in the process of completing their review of revisions provided by the applicant. An update will be provided that the meeting. Overall, the project is improving upon existing site conditions.
3) The project will result in over one acre of disturbance during construction and is located in a MS4 watershed. Because of this, the applicant is aware that a performance guarantee must be recorded at the Registry of Deeds referencing the required annual inspection and maintenance of their stormwater system in accordance with Article XIII, Section 15, Post-construction stormwater management. Staff recommends this be a condition of approval prior to any certificates of occupancy being issued for the site.
4) The applicant has acknowledged an inspection of the storm water system shall be provided to the city by the designing engineer along with a final written statement indicating that the

storm water system and all site improvements have been completed in accordance with the approved plans prior issuance of a certificate of occupancy; see sheet 5, note 16.

5) Development of the site includes the conveyance of approximately 10,814 square feet of the rear portion of the site to the abutting lot, Marketplace Mall. This area is currently used for parking by Marketplace Mall via an easement. The conveyance will result in a new rear property line for 691 Main Street, bisecting the existing parking area. The CB district requires a 10' side and rear yard/vegetated area unless a modification is granted. The applicant has requested said modification pursuant to Article IX, Section 3(9)-(11); see section 11 of application. Staff supports the requested modification since no yards currently exist in this area and that conditions will not be worsened, only remain the same with a repositioning of the lot line; the area will continue to be used for parking. However, Section IX, Section 3(11) requires that the property boundary subject to the requested relief shall be established by a licensed land surveyor with verification provided to the code enforcement official prior to the issuance of any permits for the requested improvements. The table of zoning regulations on sheet 4 should make the distinction between side setback and yard requirements and reference the modification requested from the rear property line. Staff recommends the survey and amended notes are included as a condition of approval.
6) The project is subject to the issuance of a TMP. The site is expected to generate 161 vehicle trips during the weekday AM peak hour, 146 vehicle trips during the weekday PM peak hour, and 2 less vehicle trips during the Saturday midday peak hour. The site currently has two large curb cuts on Maine Street and access from the Marketplace Mall. Upon review by the City's peer traffic engineer HNTB, MDOT, and staff, traffic mitigation required for the property shall consist of the following:
   i) The existing southern driveway on Main Street will be closed as part of the redevelopment.
   ii) The existing driveway off the main driveway to the Marketplace will be modified slightly to accommodate the new site layout, including the installation of "STOP" sign on the right controlling exit traffic.
   iii) The existing northern driveway on Main Street will be modified slightly to accommodate the new site layout, including the installation of "STOP" sign on the right controlling exit traffic.
   iv) An "additional parking in rear" sign will be posted at the driveway as you enter the Marketplace on Main Street plaza.
   v) Large truck deliveries will be restricted between the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM on weekdays.

Staff has no additional comments at this time. While the proposed improvements will result in an intensification of use of the site, the overall improvements being made will result in greater conformance with the Zoning and Land Use Code. Staff recommends approval of the proposed project, with the following conditions:

1) Prior to any site work commencing or permits being issued:
   a) Any remaining issues referenced in the September 1, 2016 memorandum for City Project Engineer Ryan Barnes to David Hediger must be resolved to the satisfaction of Public Works.

b) The rear property boundary subject to the requested relief shall be established by a licensed land surveyor with verification provided to the code enforcement official.
c) The table of zoning regulations on sheet 4 must be be amended to make the distinction between side setback and yard requirements and reference the modification requested from the rear property line.
d) Sheet 4 must include the expiration of approval language found in Article XIII, Section 12.

2) Prior to any certificate of occupancy being issued:
   a) Evidence of the post-construction stormwater management guarantee having been recorded at the Registry of Deeds must be provided.
   b) Evidence of a final inspection of the storm water system shall be provided to the city by the designing engineer along with a written statement indicating that the storm water system and all site improvements have been completed in accordance with the approved plans.

ACTION NECESSARY

Make a motion that the application submitted by Cumberland Farms, Inc. for the construction of a new Cumberland Farms retail store with fuel service located at 691 Main Street meets all of the necessary criteria contained in the Zoning and Land Use Code, including but not limited to, Article IX, Section 3(11) and Article XIII, Section 4 of the Zoning and Land Use Code, and that approval be granted (including, if any, specific conditions raised by the Planning Board or staff).

Lewiston Maine
Setting the Pace

It's Happening Here!

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

DATE: **September 1, 2016**

TO: David Hediger, Planning Director
FROM: Ryan Barnes, P.E., Project Engineer

SUBJECT: **691 Main Street**
Cumberland Farms

Lewiston Public Works has the following comments at this time upon reviewing the application dated **August 19, 2016**:

Application:

1. The Project Data sheet states the Proposed Total Impervious area is 45,450 s.f. the Delegated Review Authority Checklist states the Proposed Impervious area is 34,636 s.f.. Based on the plans it appears that the 45,450 s.f. is correct.

Stormwater:

1. The project is proposed to disturb more than one acre and result in more than one acre of impervious, the will require the applicant to apply for a MEDP Stormwater Management Permit, Chapter 500 with the City.

Traffic:

1. The trip generation summary states the project will generate 133 trips during the AM Peak Hour with a trip credit of 17, resulting in 116 new trip ends, this project will be required to obtain a 100-200 traffic movement permit.

Plans:

1. Sheet 4: The plans indicate new ADA ramps at the site driveway on Main Street. These shall include Cast Iron tactile warning fields with a natural patina bedded in concrete with a minimum of 4" of concrete around the entire panel.
2. Sheet 5: Proposed DMH-3 is immediately adjacent to the concrete island. Please provide a detail showing the repair of the concrete island, including pinning the new section to the old section to avoid differential settlement
3. Sheet 7: The existing sewer service is shown to be abandoned, the service must be capped per the Lewiston Sewer Division standards.

4. Sheet 7: The plans indicated a proposed 2" water service, our records indicate that the existing store has a 5/8" meter but our records do not indicate the size of the service, the applicant should verify the size of the service before the street is put under moratorium.
5. Sheet 7: Main Street is scheduled to be paved by the MaineDOT in late September or early October. After the completion of the project the road will be placed under a five year moratorium for excavation. Any excavation within the five years will have to follow the City's Excavation and Street Opening Policy regarding the moratoriums. Due to the proximity of the proposed trenches the applicant will be required to mill and pave between the two trenches as well as the trenches themselves, if the work cannot be completed prior to the MaineDOT project the city would encourage the applicant to consolidate the proposed crossings to a single trench.
6. Sheet 7: The connection to the existing sewer main shall be made with an inserta tee.
7. Sheet 7: Will proposed wall have drainage installed behind it? If so where will the connection to the proposed stormdrain be made?
8. Sheet 9: Vertical Granite Curb Section in ROW – The requires all granite curb within the right of way to be bedded an backfilled in concrete.
9. Sheet 10: All paving within Main Street shall require a minmum of 24" of gravel and 6" of pavement.
10. Sheet 10: Typical Trench Section for Sanitary Sewer Service – The City requires ¾" crushed stone be placed to 8" above the service.
11. Sheet 10: Typical Sewer Trench Detail - The City requires ¾" crushed stone be placed to 8" above the service.
12. Sheet 12: Typical Trench Section for Stormdrain - The City requires ¾" crushed stone be placed to 8" above the service.

CITY OF LEWISTON
Traffic Movement Permit

Applicant:	Cumberland Farms, Inc.
Project Location:	691 Main Street (US Route 202/Routes 11/100) Lewiston Tax Map 170, Lot 31
Project:	Cumberland Farms
Permit Category:	100 - 200 PCE
Traffic Engineer:	Greenman – Pedersen, Inc. Attn: Christer Ericsson, P.E. 181 Ballardvale Street, Suite 202 Wilmington, Massachusetts 01887

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the MaineDOT's Regulations, with delegated review authority granted to the City of Lewiston, the City has considered the application by Cumberland Farms, Inc. with supportive data, agency review and other related materials on file.

PROJECT DESCRIPTION

The subject site consists of the 15,744 sf Aubuchon Hardware store located at 691 Main Street within the Marketplace on Main Street plaza. The redevelopment consists of razing the existing Aubuchon Hardware building and constructing a new Cumberland Farms facility that includes a 4,790 square-foot convenience store having eight (8) vehicle fueling positions (vfps). The existing Cumberland Farms at 701 Main Street will be vacated and the new site will be constructed entirely on 691 Main Street. The proposed redevelopment project is expected to generate 161 *additional* vehicle trips during the weekday AM peak hour, 146 *additional* vehicle trips during the weekday PM peak hour, and 2 *less* vehicle trips during the Saturday midday peak hour.

FINDINGS

Based on a review of the files and related information, the City approves the Traffic Movement Permit Application of Cumberland Farms, Inc. subject to the following conditions:

Mitigation

The following mitigation is intended to describe that shown on the Site Plan September XXX dated and last revised October XXX. If the descriptions contained herein conflict with the plans, these descriptions shall take precedence over the plans. Not all of the mitigation discussed herein may be shown on the plans. The following mitigation shall be constructed

or implemented to the City's satisfaction prior to the opening of the Cumberland Farms facility, unless otherwise approved.

On-Site Mitigation

The mitigation required for the property shall consist of the following:

A. The existing northern driveway on Main Street will be modified slightly to accommodate the new site layout. The 30-foot driveway will provide a 12-inch thermoplastic stop bar and an R1-1 "STOP" sign on the right controlling exit traffic. Standard white pavement marking arrows will be painted and maintained on the driveways to designate entering and exiting traffic.

B. The existing southern driveway on Main Street will be closed as part of the redevelopment.

C. The existing driveway off the main driveway to the Marketplace will be modified slightly to accommodate the new site layout. The 30-foot driveway will provide a 12-inch thermoplastic stop bar and an R1-1 "STOP" sign on the right controlling exit traffic. Standard white pavement marking arrows will be painted and maintained on the driveways to designate entering and exiting traffic.

D. An "additional parking in rear" sign will be posted at the driveway as you enter the Marketplace on Main Street plaza.

Overall

A. Provide all necessary auxiliary signs, striping and pavement markings to implement the improvements described herein according to State of Maine and/or National standards.

B. All plantings and signs (permanent or temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage, plantings or structures shall be allowed within the "clear zone" if they constitute a deadly fixed object.

C. Large truck deliveries will be restricted between the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM on weekdays.

If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from the City/Department a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

By:

_____

David Hediger
City Planner/Deputy Director Planning and Code Enforcement
City of Lewiston

Date: _____

CITY OF LEWISTON
PLANNING BOARD

DEVELOPMENT REVIEW APPLICATION

CUMBERLAND FARMS PROJECT
691 MAIN STREET

APPLICANT:	Cumberland Farms, Inc.
AGENT:	Sandra L. Guay, Esquire Woodman Edmands Danylik Austin Smith & Jacques, P.A. 234 Main Street, P.O. Box 468 Biddeford, Maine 04005
ENGINEERS:	MHF Design Consultants, Inc. 44 Stiles Road, Suite One Salem, NH 03079

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Development Review Application of
Cumberland Farms, Inc.

Cumberland Farms Project
691 Main Street

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Development Review Application

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

PROJECT NAME: Cumberland Farms

PROPOSED DEVELOPMENT ADDRESS: 691 Main Street

PARCEL ID#: RE00003393 (Map 170, Lot 31)

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

PROJECT DESCRIPTION: Redevelopment of the Cumberland Farms retail store with fuel service.

CONTACT INFORMATION:

Applicant

Name: Cumberland Farms, Inc.
Address: 100 Cummings Blvd, Framingham, MA
Zip Code 01702
Work #: 508-270-1400
Cell #:
Fax #:
Home #:
Email:

Property Owner

Name: Aubuchon Realty Company, Inc.
Address: 23 West Main St., Westminster, MA
Zip Code 01473
Work #:
Cell #:
Fax #:
Home #:
Email:

Project Representative

Name: Sandra L. Guay, Esq.
Address: 234 Main Street, Biddeford, ME
Zip Code 04005
Work #: 207-284-4581
Cell #:
Fax #: 207-284-2078
Home #:
Email: slg@woodedlaw.com

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

Name: MHF Design Consultants, Inc.
Address: 44 Stiles Rd, Suite 1, Salem, NH
Zip Code 03079
Work #: 603-893-0720
Cell #:
Fax #:
Home #:
Email: cmt@mhfdesign.com

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	48,542	sq. ft.
Proposed Total Paved Area	37,880	sq. ft.
Proposed Total Impervious Area	45,450	sq. ft.
Proposed Impervious Net Change	-3,100 +/-	sq. ft.
Impervious surface ratio existing.	0.798	% of lot area
Impervious surface ratio proposed	0.693	% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	9,353	sq. ft.
Proposed Building Footprint	4,786 + 2,784	sq. ft. (store & canopy)
Proposed Building Footprint Net change	-1,783	sq. ft.
Existing Total Building Floor Area	9,353	sq. ft.
Proposed Total Building Floor Area	4,786	sq. ft.
Proposed Building Floor Area Net Change	-4,567	sq. ft
New Building	Yes	(yes or no)
Building Area/Lot coverage existing	0.15	% of lot area
Building Area/Lot coverage proposed	0.15	% of lot area

ZONING

Existing	CB
Proposed, if applicable	No change

LAND USE

Existing	Retail
Proposed	Retail/Convenience Store

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	n/a
Proposed Number of Residential Units	n/a
Subdivision, Proposed Number of Lots	n/a

PARKING SPACES

Existing Number of Parking Spaces	69
Proposed Number of Parking Spaces	30 (including 2 employee spaces)
Required Number of Parking Spaces	19
Number of Handicapped Parking Spaces	1

ESTIMATED COST OF PROJECT

$2.7 million

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	48,542	sq. ft.
Proposed Disturbed Area	53,000	sq. ft.
Proposed Impervious Area	34,636	sq. ft.

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

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997) AM=17 PM=76 SAT=176 passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) AM=178 PM=222 SAT=174 passenger car equivalents (PCE)

If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the CB zoning district.
2. Parcel Area: 1.41 acres / 61,419.6 square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	None	49,975
Street Frontage	100	220.12
Min Front Yard	20	41.2' (canopy) 115.6' (store)
Min Rear Yard	20	58.2
Min Side Yard	20	46.4' (canopy) 53.7 ' (store)
Max. Building Height	50	32' - 10'
Use Designation	commercial	commercial
Parking Requirement	1 space/ per 250 square feet of floor area.	
Total Parking:	19	30 (includes 2 employee spaces)
Overlay zoning districts (if any):		
Urban impaired stream watershed?	YES/NO If yes, watershed name No	

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 Citys 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:
[signature]	10/17/16

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: Cumberland Farms

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 691 Main Street - RE00003393

Required Information		Check Submitted		Applicable Ordinance	
Site Plan		**Applicant**	**Staff**	**Lewiston**	**Auburn**
	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)	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	✓			
	Lot Layout (Lewiston only)	✓			
	Existing Building (s)	✓			
	Existing Streets, etc.	✓			
	Existing Driveways, etc.	✓			
	Proposed Building(s)	✓			
	Proposed Driveways	✓			
Landscape Plan					
	Greenspace Requirements	✓			
	Setbacks to Parking	✓			
	Buffer Requirements	✓			
	Street Tree Requirements	✓			
	Screened Dumpsters	✓			
	Additional Design Guidelines	✓			

	Planting Schedule	✓			
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	✓			
	Show Existing Surface Drainage	✓			
	Direction of Flow	✓			
	Location of Catch Basins, etc.	✓			
	Drainage Calculations	Memo			
	Erosion Control Measures	✓			
	Maine Construction General Permit	✓			
	Bonding and Inspection Fees	N/A			
	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	N/A			
	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	N/A			
	Flood Plain	N/A			
	Wetlands or Streams	N/A			
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	N/A			
	No Name Pond Watershed (Lewiston only)	N/A			

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

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Cumberland
FARMS

AUTHORIZATION

I, Kathleen Sousa, on behalf of Cumberland Farms, Inc. ("Cumberland"), hereby authorize attorneys, Woodman Edmands Danylik Austin Smith & Jacques, P.A., and our engineers, MHF Design Consultants, Inc., to sign any and all State of Maine or City of Lewiston permit and appeal applications on Cumberland's behalf with regard to the proposed development located at 691 Main Street, Lewiston, Maine (Map 170, Lot 31). I further authorize Woodman Edmands Danylik Austin & Jacques, P.A., to appear on Cumberland's behalf before any department, board, committee or agency of said State or City, including, but not limited to, the Maine Department of Environmental Protection, and the City Planning Board and the Zoning Board of Appeals.

DATED: August 12, 2016

Cumberland Farms, Inc.

Kathleen Sousa

By: Kathleen Sousa
Its: Senior Pipeline Manager

Cumberland Farms, Inc.
100 Crossing Boulevard, Framingham, MA 01702
508-270-1400
www.cumberlandfarms.com

AUTHORIZATION

I, Eamon Moran, on behalf of myself and my company Aubuchon Realty Company, Inc., hereby authorize Cumberland Farms, Inc. and its attorneys and/or agents, to sign any and all State of Maine or City of Lewiston permit and appeal applications on our behalf with regard to any site plan applications or zoning amendments sought for our property located at 691 Main Street (Map 170, Lot 31) with respect to the Cumberland Farms redevelopment project. I further authorize them to appear on our behalf and to represent the company before any department, board, committee or agency of said State or City, including, but not limited to, the Maine Department of Environmental Protection, Planning Board and the Zoning Board of Appeals on matters relating to the aforementioned property at 691 Main Street (Map 170 Lot 31).

DATED: August 16, 2016

Aubuchon Realty Company, Inc.

By: Eamon Moran
Its: Clerk & SVP

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is entered into this 25th day of January, 2016, by and between **AUBUCHON REALTY COMPANY, INC.**, a Massachusetts corporation, having an address of 23 West Main Street, Westminster, Massachusetts 01473 Attn: Eamon Moran (hereinafter "Seller") and **CUMBERLAND FARMS, INC.**, a Delaware corporation, having an address of 100 Crossing Boulevard, Framingham, MA 01702, Attn: Real Estate Department, with a copy to: Attn: Legal Department (Reference: Lewiston, ME) or its assigns (hereinafter "Purchaser"). (Purchaser and Seller are hereinafter referred to collectively as the "parties" and each individually as a "party").

RECITALS:

A. Seller is the owner of those certain parcels of real property consisting of approximately 50,954 square feet of land, which are located at 691 Main Street in the Town of Lewiston (the "Town"), State of Maine, which parcels are more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

B. The Property, together with (i) all rights, privileges and easements appurtenant to the Property and owned by Seller (the "Appurtenant Rights"), and (ii) all improvements, if any, on or within the Property (the "Improvements") shall be collectively referred to herein as the "Real Estate"; and

C. Seller desires to sell and Purchaser desires to purchase the Real Estate, upon and subject to the terms, conditions and covenants contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the Real Estate and the mutual covenants and agreements contained in this Agreement, the parties hereby covenant and agree as follows:

Section 1. CONVEYANCE

Subject to all of the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey to Purchaser, and Purchaser agrees to acquire and purchase from Seller the Real Estate, upon and subject to the terms and conditions set forth herein.

Section 2. PURCHASE PRICE

2.1 **Payment of Purchase Price.** The "Purchase Price" for the Real Estate shall be [redacted] and 0[redacted] Dollars ([redacted]) and shall be paid at Closing by wire transfer or other immediately available funds, subject to the adjustments required in this Agreement in accordance with the terms hereof.

2.2 **Deposit.** Within thirty (30) days after the "Effective Date" (as defined in Section 12.10 below), Purchaser shall pay to First American Title Insurance Company (which shall serve as the "Escrow

Agent" and "Title Company" hereunder) the sum of [redacted] and 00/100 Dollars ([redacted]) (the "Deposit"), which shall be held in trust as an earnest money deposit. Escrow Agent shall deposit the Deposit in an interest-bearing money-market account with a federally insured financial institution.

Section 3. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

In order to induce Purchaser to enter into this Agreement and to purchase the Real Estate, and in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser, and each of which shall survive Closing and delivery of the deed.

3.1 **Representations and Warranties.**

3.1.1 Seller holds good and marketable title to the Real Estate in fee simple and has the right, power and authority to enter into this Agreement and to sell the Real Estate in accordance with the terms and conditions hereof;

3.1.2 There are no outstanding notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations with regard to the Real Estate, its condition, or use;

3.1.3 Seller has not entered into, permitted, or consented to, and to the best of Seller's knowledge, no other party has entered into, permitted, or consented to, any agreements, declaration, or decree with a municipality, any other governmental entity or agency, any quasi-governmental entity or agency, or any non-government entity or private party that would affect or impair the development of the Real Estate or increase the cost of owning or developing the Real Estate;

3.1.4 To the best of Seller's knowledge, there are no moratoriums or pending moratoriums on construction or utility connection which would adversely affect or limit the development of the Real Estate, and none such is threatened or contemplated;

3.1.5 There exists no notice of any uncorrected violations of housing, building, safety, or fire ordinances;

3.1.6 The Real Estate is not subject to rollback or any other special taxes, any tax agreements or assessments for roadway, sewer, or water improvements or other public improvements and, to the best of Seller's knowledge, there are no such special taxes or assessments for roadway, sewer, or water improvements or other public improvements pending, planned, or threatened;

3.1.7 No options, rights of first refusal, rights of first offer or other contracts or rights have been granted or entered into which give any other party a right to lease, purchase or acquire any interest in the Real Estate or any part thereof;

3.1.8 There are no leases in effect with respect to all or any part of the Real Estate and there are no other parties in possession of any portion of the Real Estate. Seller shall not (i) enter

into any new leases or occupancy agreements, or (ii) allow occupancy or use of any portion of the Real Estate under any license, easement, or other agreement, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion. Notwithstanding the forgoing, in the event there are any leases or other occupancy agreements in effect as of the date hereof, Seller agrees to deliver exclusive possession of the Real Estate to Purchaser at Closing, free and clear of any tenants, leases or other occupancy rights;

3.1.9 Seller has received no notice, oral or written, of the desire of any public authority or other entity to take, condemn, or use the Real Estate or any part thereof and, to the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending, planned, or threatened against the Real Estate or any part thereof;

3.1.10 This Agreement has been, and all the documents to be delivered by Seller to Purchaser at Closing will be, duly authorized, executed, and delivered by Seller, and do not and will not at Closing violate or constitute a default under any provisions of any agreement, restriction, contract, lease instrument, judgment or other document to which Seller is a party or by which the Real Estate is bound;

3.1.11 Seller has obtained any and all necessary votes, approvals or consents needed to enter into this Agreement and perform its obligations hereunder and shall provide copies and evidence of same to Purchaser upon Purchaser's request.

3.1.12 There are no actions, suits, or proceedings pending or to Seller's knowledge threatened relating to Seller or the Real Estate in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Real Estate or the continued operation of the Property in the manner in which it is being operated and maintained as of the date hereof.

3.1.13 Seller will not cause, nor, to the best of Seller's ability, permit any action to be taken which would cause, any of Seller's representations or warranties to be false as of Closing. Seller agrees to notify Purchaser in writing as quickly as reasonably possible of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations or warranties;

3.1.14 To the best of Seller's knowledge, the Real Estate abuts a public way which imposes no access restrictions;

3.1.15 No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialmen's lien being filed against the Real Estate, except as shall be fully paid or released prior to Closing;

3.1.16 Seller shall timely deliver to Purchaser all information and materials required to be delivered pursuant to Section 6.1 herein, if any, and said information and materials shall be true, correct and complete in all material respects from the time of such delivery;

3.1.17 Seller shall not market the Real Estate and will not, directly or indirectly, participate in any discussions or negotiations regarding a lease and/or purchase of the Real Estate with any other party;

3.1.18 Seller represents and warrants, to the best of Seller's knowledge, that the Real Estate has never been used as a cemetery.

3.1.19 Notwithstanding anything contained (or omitted) from the forgoing, all representations and warranties made by Seller to Purchaser in this Section 3.1.1 through 3.1.18 are to the best of Seller's actual knowledge without any independent investigation.

3.2 Environmental Conditions: Seller hereby represents and warrants to Purchaser that, to the best of Seller's knowledge: (a) the Real Estate is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety (collectively, "Hazardous Substances"), and (b) that the Real Estate has never been used for a land fill, dump site, storage of hazardous substances (except as disclosed in the attached Schedule 3.2), underground storage tank (except as disclosed in the attached Schedule 3.2), or used by a manufacturer of any product or for any other industrial use. If the Purchaser should determine that the Real Estate is or may be contaminated with any Hazardous Substances, the Purchaser must promptly notify the Seller ("Purchaser's Contamination Notice") of this fact and all other environmentally related matters, conditions or issues affecting the Real Estate which the Purchaser, in its sole discretion, believes need to be addressed, investigated, delineated, reported, monitored or remediated in order to be in full compliance all relevant local, state or federal environmental regulations, ordinances, laws or statutes, enclosing therewith in reasonable detail all pertinent facts and enclosing all reports, studies, results, and other data with respect to Purchaser's determination. Notwithstanding anything herein to the contrary, if any testing, including but not limited to geotechnical testing/review or soil or groundwater testing reveals the presence of any Hazardous Substances above reportable concentrations under applicable Environmental Laws, or non-natural soils on the Real Estate (the "Environmental Conditions"), Purchaser shall have the right to extend the Feasibility Period (defined below) for a period of sixty (60) days upon written notice prior to the expiration of the Feasibility Period to further investigate, delineate, test, and/or monitor the Environmental Conditions as desired in Purchaser's sole discretion.

On the day of Closing (as herein defined), the Real Estate shall be free of Hazardous Substances above reportable concentrations under the applicable Environmental Laws (as hereinafter defined). The Parties acknowledge and agree that Seller shall be obligated (a) to remediate, at its cost, any Environmental Conditions that trigger reporting requirements under applicable federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, all as amended or modified from time to time (collectively, the "Environmental Laws"), which remediation shall be to the reasonable satisfaction of Purchaser and to standards under Environmental Laws that allow Purchaser's Intended Use of the Real Estate as a gas station and convenience store or any other use but which remediation may include an activity and use limitation restricting single family residences, child care facilities, playgrounds or other highly-sensitive uses of the Real Estate, and (b) to remove from the Real Estate all above-ground and underground storage tanks, pumps, lines and any other components of fuel and/or oil delivery and storage systems located on or within the Real Estate, all in accordance with applicable Environmental Laws ((a) and (b) collectively, the "Seller Required Remediation") and that Seller shall use best efforts to complete the Seller Required Remediation prior to Closing.

In the event that the Seller Required Remediation is not completed (as evidenced by a written report from Purchaser's environmental consultant/engineer) prior to Closing (including not obtaining any required closure documentation or no further action letter, or its equivalent, which closure may include an activity and use limitation, or its equivalent, that does not prohibit Purchaser's Intended Use of the Real Estate or other use and activity aside from single-family residence, child care facility, playground or other highly-sensitive use, from the applicable governmental agency having been issued), then Purchaser shall either (i) elect to terminate this Agreement by written notice to Seller and immediately receive a prompt return of the Deposit, or (ii) elect to proceed with the transaction and the Closing shall occur, but a portion of the Seller's proceeds equal to 120% of the reasonably estimated remaining cost (but in no event exceeding the Purchase Price) of the Seller Required Remediation shall be held in escrow (the "Seller Environmental Escrow") by Escrow Agent pursuant to the Escrow Agreement attached hereto as Exhibit D and applied to the cost to be incurred by Purchaser to perform the Seller Required Remediation, which Purchaser shall perform as quickly as reasonably possible. The estimated cost for the remaining Seller Required Remediation shall be made by the environmental consultant/engineer engaged by Purchaser to perform the review of the Real Estate. To the extent that there remains any unused portion of the Seller Environmental Escrow after the Seller Required Remediation has been completed and fully paid for (as evidenced by a written report from Purchaser's environmental consultant /engineer and receipt of any required closure documentation or no further action letter, or its equivalent, from the applicable governmental agency), then such unused portion of the Seller Environmental Escrow shall be released to Seller. Purchaser shall, upon request, cause its environmental consultant to provide Seller with periodic status reports together with such additional information as Purchaser or its environmental consultants may reasonably request (but no more frequently than weekly). This entire provision shall survive Closing pursuant to the Seller Escrow Agreement and shall not merge with the deed. In any event, Purchaser shall not be deemed to have assumed any obligation to address, investigate, delineate, report, monitor or remediate any Hazardous Substances or Environmental Conditions and Purchaser shall not be responsible for any environmentally related matters, conditions or issues affecting the Real Estate, except as otherwise provided herein.

Notwithstanding anything contained in this Agreement to the contrary, if Seller reasonably determines that any Environmental Condition at, on or under the Real Estate originated at a location other than the Real Estate and was caused solely by a third party other than Seller or prior owners or operators of the Real Estate, at any time, then the Seller shall not be required to undertake any Seller Required Remediation, but Purchaser may elect to terminate this Agreement by written notice to Seller and immediately receive a prompt return of the Deposit.

Moreover, notwithstanding anything contained in this Agreement to the contrary, Purchaser shall be obligated to remediate, at its cost and in accordance with applicable Environmental Laws, any Environmental Conditions: (a) reasonably documented by Seller to have been caused by Purchaser (or predecessors in title to any prior owner of real estate owned or operated by Purchaser or an affiliate) at property adjacent to the Real Estate, (b) that trigger reporting requirements under Environmental Laws, and (c) that exist in quantities or concentrations that Environmental Laws require to be remediated (collectively, the "Purchaser Required Remediation") and Purchaser shall use best efforts to complete the Purchaser Required Remediation prior to Closing. Notwithstanding the foregoing provisions of this paragraph, Purchaser Required Remediation shall be to applicable standards under Environmental Laws that allow Purchaser's Intended Use (as defined in Section 6.3.3) or any other commercial or

industrial use but which remediation may include the imposition of any activity and use limitation, or its equivalent. Seller agrees to cooperate with Purchaser's completion of the Purchaser Required Remediation and agrees to execute any documentation needed for the placement of an activity and use limitation, or its equivalent, on the Real Estate. For the avoidance of doubt, in the event that the Closing does not occur or this Agreement is otherwise terminated pursuant to its terms, Purchaser's remediation obligations with respect to any Purchaser Required Remediation shall survive, and Seller shall have all rights and remedies available at law to enforce Purchaser's obligations hereunder. The provisions of this subparagraph shall survive the termination of this Agreement.

3.3 **Effect of Warranties/Indemnification.** Seller hereby covenants and agrees that, until completion of Closing: (x) the warranties set forth in this Section and elsewhere in this Agreement shall remain continuously in full force and effect, and (y) the statements of facts and conditions warranted shall continue to be valid, truthful and factually accurate. Seller hereby covenants and agrees to indemnify and hold Purchaser harmless (a) for any and all costs, expenses, and damages arising from the breach of any of the said warranties and the covenants contained herein, including without limitation costs, expenses and damages incurred or sustained, including those necessary to cure any breach so as to effectuate the transactions contemplated herein, including any reasonable legal fees incurred by Purchaser, and (b) in the event that Closing, or any of the other transactions contemplated cannot occur due to breach of any of the said warranties and covenants, for all damages and out of pocket expenses incurred by Purchaser in its development efforts undertaken under, or consistent with, the terms of the Agreement.

Section 4. PURCHASER'S WARRANTIES AND REPRESENTATIONS

Purchaser hereby represents and warrants to the Seller as follows:

4.1 **Purchaser's Standing and Authority.** Purchaser is duly organized and currently in good standing under the laws of the state in which it was formed. This Agreement, when executed and delivered by Purchaser, will be a valid and binding obligation of Purchaser in accordance with its terms.

4.2 **Further Acts of Purchaser.** On or before Closing, Purchaser will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Seller and/or the Title Company to complete the transactions described in this Agreement.

Section 5. TITLE MATTERS

5.1 **Status of Title.** Following the Effective Date, Purchaser shall be entitled to order a standard form ALTA Owner's Title Policy Commitment covering the Real Estate issued by the Title Company, together with copies of all instruments, if any, referred to in the commitment as exceptions to title ("Commitment"). Purchaser shall review the Commitment, and, if any exceptions to the Commitment are objectionable to Purchaser, Purchaser may notify Seller in writing within seventy-five (75) days from the Effective Date. Seller will have ten (10) days after receipt of Purchaser's notification of any disapproved exceptions in which to advise Purchaser that either:

(i) Seller will, at Seller's sole cost and expense, cause the disapproved exceptions to be removed, or obtain affirmative coverage with respect to such exception under the Title Policy (as defined below) in a form satisfactory to Purchaser; or

(ii) Seller will not cause the disapproved exceptions to be removed.

If Seller fails to respond within said ten (10) day period, Seller shall be deemed to have elected (ii) above. If Seller advises or is deemed to have advised Purchaser that it will not cause the disapproved exceptions to be removed, Purchaser will have ten (10) business days to elect, as its sole remedy, to either:

(x) Proceed with the purchase and acquire the Real Estate, in which case the disapproved exceptions shall be deemed waived by Purchaser (the "Permitted Encumbrances"; or

(y) Cancel the Escrow and this Agreement by written notice to Seller and Escrow Agent, in which case the Deposit will be returned to Purchaser.

If Purchaser does not give Seller notice of its election within the above ten (10) business day period, Purchaser will be deemed to have elected to accept title as set forth in the Commitment. If Seller commits to remove any disapproved exception to title and fails to do so by Closing, Seller will be in default under this Agreement and Purchaser may, at Purchaser's election, pursue its remedies as set forth in this Agreement. This sale is further subject to Purchaser being able to obtain an ALTA extended policy of title insurance (the "Title Policy") issued by the Title Company in an amount no less than the Purchase Price insuring Purchaser that Purchaser has fee title to the Real Estate, subject only to taxes for the current fiscal year and those exceptions approved of by Purchaser in accordance with this Agreement, plus Purchaser obtaining any endorsements reasonably required by Purchaser.

Notwithstanding anything to the contrary in this Section, Purchaser hereby objects to:

(a) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements;
(b) any restriction(s) prohibiting use of the Real Estate as or for: a convenience store with self-service gas station and fast food facility, and/or any restrictions on hours of operation;
(c) all judgment liens, liens, notices of lis pendens, attachments and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes);
(d) any options or rights of purchase;
(e) notices of lease or possession, occupancy rights to the Real Estate in whole or in part; and
(f) all restrictive easement agreements, conditions, covenants, restrictions and easements, site development agreements, and all other similar agreements and declarations.

Section 6. PURCHASER'S DUE DILIGENCE.

6.1 **Purchaser's Inspection.** Purchaser and Purchaser's agents, employees, contractors, engineers, architects, surveyors and market analysts shall have the right to conduct a "due diligence" inspection of the Real Estate, including, but not limited to, such studies, analyses, searches and surveys that may include, but need not be limited to, environmental studies, title reviews, wetlands delineations, traffic studies, zoning reviews, market studies, geotechnical studies, subsurface investigations, utility availability surveys, water studies and other engineering analyses that Purchaser shall determine to be necessary or prudent. Within five (5) days from the Effective Date, Seller shall deliver to Purchaser, without charge to Purchaser, (i) all engineering and architectural data and reports, all environmental and title reports, all leases and occupancy agreements, and any other information in Seller's possession, if any, that might aid Purchaser's feasibility study of the Real Estate (the "Diligence Materials") or (ii) a letter indicating that Seller does not have any Diligence Materials in its possession. Seller hereby agrees that Purchaser is granted access to the Real Estate as required to perform said studies and investigations, and Purchaser shall have the right to disturb the soil and drill borings thereon. Purchaser shall indemnify Seller against any claims, liens, liabilities or lawsuits arising from Purchaser's inspection activities hereunder (excluding any claims, liens, liabilities or lawsuits arising as a result of conditions existing as of the Effective Date that are discovered by Purchaser in connection with its inspections). In the event the Real Estate is disturbed or damaged in any way as a result of Purchaser's inspection activities hereunder and the Closing does not occur as a result of a default by Purchaser of its obligations under this Agreement, Purchaser shall, at its cost, immediately restore the condition of the Real Estate as near as reasonably possible to that existing prior to entry by Purchaser, which obligation shall survive the termination of this Agreement, but which obligation shall not include an obligation on Purchaser to remediate any Hazardous Materials unless the same were released by Purchaser in its due diligence investigations.

Seller agrees to cooperate with Purchaser (including, without limitation, providing contact names and account numbers for all utilities prior to the Closing) in the transfer or disconnection of any utility accounts at Purchaser's election and to cooperate in providing any required consents prior to Closing in connection with Purchaser's applications for utility easements relative to Purchaser's Intended Use (as defined below) of the Real Estate.

6.2 **Feasibility Period.** Purchaser, in Purchaser's sole discretion, shall have until the ninetieth (90th) day following the Effective Date (the "Feasibility Period") to terminate this Agreement for any reason, or for no reason at all, by delivering written notice of termination to Seller and Escrow Agent. The date the Feasibility Period, as the same may be extended hereunder, shall expire shall be referred to herein as the "Inspection Acceptance Date". In the event Purchaser does not deliver a notice of termination with respect to this Agreement pursuant to Section 6.2.1 to Seller and Escrow Agent on or before the Inspection Acceptance Date,

(i) the Deposit shall become non-refundable to Purchaser except in the event that either Purchaser does not obtain all Permits prior to the end of the Permit Period, or any extensions thereof, and chooses to terminate this Agreement pursuant to Section 6.3.1 below, or in the event the Closing fails to occur due to no fault of Purchaser; and

(ii) the Deposit shall remain applicable to the Purchase Price.

6.2.1 **Feasibility Period Termination.** In the event Purchaser delivers a notice of termination with respect to this Agreement on or before the Inspection Acceptance Date, the Deposit shall be returned to Purchaser, this Agreement shall have no further force or effect, and

the parties shall have no further rights or obligations hereunder (except for Purchaser's indemnification and restoration obligations described in Section 6.1, which shall survive).

6.3 **Permit Period**. Purchaser, at Purchaser's option, shall have an additional one hundred eighty (180) day period beyond the Inspection Acceptance Date (the "Permit Period") to obtain all necessary Permits (as herein defined).

6.3.1 **Permit Period Termination**. If Purchaser is unable to obtain the Permits (as herein defined) prior to the expiration of the Permit Period, then Purchaser may, in its sole discretion, terminate this Agreement by written notice to Seller and Escrow Agent. If Purchaser elects to terminate this Agreement under this subsection, then the Deposit shall be refunded to Purchaser. After notice of termination and refund of the remaining Deposit to Purchaser, this Agreement shall have no further force or effect and the parties shall have no further rights or obligations hereunder (except for Purchaser's indemnification and restoration obligations, under Section 6.1 and Seller's obligations under Section 3.3).

6.3.2 **Permit Period Extensions**. Provided that the Purchaser has been diligently pursuing the Permits, the Purchaser may extend the Permit Period for up to one (1) additional period of ninety (90) days upon Purchaser providing Seller written notice of such election to extend prior to the expiration of the original Permit Period.

6.3.3 **Permits**: Purchaser seeks to obtain, at its sole cost and expense, the issuance of, and expiration of any appeal period associated with, all governmental approvals necessary for the development and operation of the Real Estate, all required governmental land use permits and approvals, site plans and architectural approvals, building permits, all wetlands, conservation commission, and/or any other environmental permits and approvals, all required permits and approvals for highway occupancy and access from the Department of Transportation and any other discretionary governmental permit or approval necessary for the construction and operation on the Real Estate of a convenience store with self-service gas station and fast food facility ("Purchaser's Intended Use") pursuant to the Purchaser's specifications and criteria, as well as associated site improvements, including but not limited to two (2) curb cuts for full access on Main Street providing unrestricted, left-in/left-out and right-in/right-out ingress and egress to the Real Estate and parking spaces, as shown on the preliminary site plan attached hereto as Exhibit C, which preliminary site plan may be modified at Purchaser's sole discretion. All such permits and approvals, including any zoning changes, zoning variances, other land use entitlements and building permits necessary for the Purchaser's Intended Use, shall be collectively referred to in this Agreement as "Permits", or, individually, as "Permit". In the event any such Permit is issued, or approved for issuance, with any restrictions or any condition requiring capital improvements to public roads or utility systems or other contributions for off-site improvements, including, but not limited to, participation for the cost of any traffic signals, which Purchaser, in its sole discretion, shall deem to be burdensome, Purchaser shall not be required to pay such contribution, and any such Permit shall be deemed in that event to have been refused by the applicable governmental agency. Notwithstanding the foregoing, Purchaser shall also have the right

to terminate this Agreement by giving notice thereof to Seller, if at any time prior to the expiration of the Permitting Period (as such may have been extended), Purchaser determines or is otherwise advised by any governmental agency that any of the Permits have been or shall be denied or the issuance thereof conditioned on changes to Purchaser's site plan or proposed building design which are unacceptable to Purchaser, and Purchaser is unwilling to revise its site plan or proposed building design to satisfy the condition of such governmental agency. Seller hereby covenants and agrees to cooperate with Purchaser in securing all Permits, at Purchaser's sole cost and expense. If Seller is required to execute any application, map, plan or other related document in order for the same to be filed, processed or granted by the applicable governmental authority, Seller agrees, upon written request of Purchaser, that all such applications, maps, plans or other related documents shall be executed by Seller and returned to Purchaser as soon as reasonably practicable, but in no event later than seven (7) calendar days following receipt of such documents by Seller. Seller hereby authorizes Purchaser as Seller's lawful and true attorney in fact, for the term of this Agreement, to apply for and sign applications for any Permits and shall execute the authorization letter attached hereto as Exhibit B simultaneously with the execution of this Agreement.

Section 7. CONDITIONS PRECEDENT

The following are conditions precedent to the obligations of Purchaser to perform hereunder:

7.1 No Litigation. On the date of Closing, there shall be no litigation pending or threatened seeking to enjoin the performance of this Agreement.

7.2 Seller's Authority. Seller has delivered to Purchaser and to Escrow Agent such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

7.3 Seller's Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and complete at Closing as though such representations and warranties were made at such time.

7.4 Seller's Obligations. All of the obligations of Seller under this Agreement to be performed from and after the Effective Date through the Closing Date shall have been performed by Seller.

7.5 Permits. Purchaser shall have received, and all applicable appeal periods shall have expired for, any and all Permits from all governmental authorities and agencies having jurisdiction over the Real Estate and/or Purchaser's Intended Use that are necessary in order to allow the construction of Purchaser's Intended Use to commence and continue through completion and to allow the use of the Real Estate for Purchaser's Intended Use, all of which Permits shall be final and non-appealable.

7.6 Remediation. Seller's satisfaction of its remediation obligations as set forth in Section 3.2 hereof.

Section 8. CLOSING

8.1 **Time of Closing**. The consummation of the purchase and sale of the Real Estate (the "Closing") shall be held and completed at the offices of the Escrow Agent (or at such other location agreed to in writing by the parties). Purchaser may schedule the Closing by written notice to Seller, which notice shall be sent at any time prior to termination or expiration of this Agreement, whereupon Closing shall occur at the time specified in such notice, but in no event later than forty-five (45) days following expiration of the Permit Period (as the same may be extended).

8.2 **Closing Costs, Prorations, and Adjustments.** Seller shall cause the release of the Real Estate from all loans, liens, and other monetary encumbrances secured by the Real Estate, and Seller shall pay all prepayment penalties or fees assessed by the holders of such loans, liens, and/or other monetary encumbrances, if any (Seller may use proceeds from the Closing, if sufficient and if permitted under the terms of such encumbering instrument). Seller shall pay for all deed preparation and recording costs, state transfer taxes, state documentary stamps on the deed (unless required to be allocated differently by applicable law), and Seller's legal fees. The Purchaser shall be responsible for all other items and their cost, including, without limitation, the cost of studies or inspections desired by Purchaser. The real estate taxes and other customary items shall be prorated as of the day of Closing, with Purchaser receiving all income and being responsible for all expenses commencing as of such time. The proration of all general real estate taxes and assessments ("Taxes"), income, expenses and other adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. Taxes shall be prorated on a per diem basis as of the Closing. The parties shall use reasonable efforts to compute or estimate the prorations prior to Closing and Seller shall provide before Closing such supporting evidence for the prorations as is available. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

8.3 **Assessments**. If the Real Estate is affected by any assessment, confirmed or unconfirmed, for public improvements or infrastructure completed prior to the Closing, which assessments are or may become payable, in installments or otherwise, then for the purpose of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after Closing, shall be paid by Seller at Closing.

8.4 **Closing Deliveries**: At Closing, Seller shall deliver to Escrow Agent:

(a) A statutory Warranty Deed, satisfactory in form and substance to Purchaser's counsel and Purchaser's title insurance company, conveying good and marketable fee simple title to the Real Estate, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;

(b) A standard form Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanics lien exception, gap exception, parties-in-possession exception,

unrecorded easements exceptions, and any other customarily-removed standard exceptions from Purchaser's owner's title insurance policy for the Real Estate;

(c) Releases of any real estate liens or other instruments or agreements to be cancelled pursuant to the terms of this Agreement, in form appropriate for recording;

(d) Full and exclusive possession of the Real Estate free and clear of all tenants, licensees and occupants;

(e) IRC Section 1445 Non-Foreign Affidavit;

(f) An updated certification of the warranties and representations contained herein;

(g) A Certificate of Good Standing for the Seller from the Massachusetts Secretary of State and appropriate evidence to establish the authority of the Seller and the persons signing on behalf of the Seller to enter into and close the transaction contemplated hereby; and

(h) any other documents reasonably necessary to complete the transaction contemplated herein.

Section 9. CONDEMNATION OR CASUALTY LOSS

9.1 **Condemnation.** If, prior to Closing, all or any part of the Real Estate or access thereto or therefrom shall become subject to condemnation through eminent domain by governmental or other lawful authority, Purchaser shall have the option of either (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event, notwithstanding any provision herein to the contrary, the Deposit shall be returned to the Purchaser, this Agreement shall be terminated and have no further force or effect, and neither party shall have any rights or obligations thereunder.

9.2 **Casualty.** The risk of loss or damage to the Real Estate by fire or other casualty is assumed by Seller. Until the Closing, Seller shall maintain policies of fire and extended coverage insurance covering the Improvements for full replacement value. Notwithstanding anything contained herein to the contrary, in the event that prior to the Closing, any part of the Real Estate is destroyed or damaged by fire or any other cause whatsoever, Seller shall immediately give notice to Purchaser thereof, and whether or not such notice is given, Seller shall not be obligated to repair such damage other than (if necessary) to make the Real Estate safe, sanitary, weather-tight and to remedy any conditions contributing to a nuisance. Notwithstanding the forgoing, Purchaser shall be required to accept the Real Estate in its damaged condition, due to the fact that Purchaser intends to demolish the Premises in any event.

Section 10. REAL ESTATE COMMISSION

10.1 **Real Estate Commission.** Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Real Estate except for WRE Commercial Brokers (Jay Wise) with respect to Seller (the "Broker"). Seller shall be responsible for the commission due to the Broker. Seller agrees to defend, indemnify, and hold Purchaser harmless from any

claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Seller. Purchaser agrees to defend, indemnify and hold Seller harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Purchaser. The indemnities set forth in this Section 10.1 shall survive Closing.

Section 11. DEFAULT

11.1 **Purchaser Default.** If Seller is in full compliance with the terms of this Agreement and if Purchaser is obligated but fails or refuses to discharge Purchaser's obligations under this Agreement, except as permitted by failure of any condition or contingency set forth herein, and such failure (other than closing on the Closing Date) continues for thirty (30) days after written notice from Seller of such default, Purchaser shall be in default. In the event of such default, Seller shall receive the Deposit, and copies of all Diligence Materials. The parties agree that the Deposit and the Diligence Materials are a reasonable liquidated measure of Seller's damages and not a penalty and shall be Seller's sole and exclusive remedy at law or in equity because of the difficulty in ascertaining the exact amount of damages sustained by Seller.

11.2 **No Fault by Purchaser.** In the event Closing fails to occur due to no fault of Purchaser, Purchaser may (i) terminate this Agreement upon written notice to Seller, upon which event the Deposit shall be immediately refunded to Purchaser (whether or not any or all of the aforementioned has previously been released to Seller), or (ii) exercise all of its available remedies at law or in equity, including, but not limited to, the right to seek a judgment compelling the specific performance of this Agreement and/or action for damages and reimbursement of the Deposit.

Section 12. GENERAL PROVISIONS

12.1 **Completeness; Modification.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

12.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective officers, directors, members, partner, heirs, devisees, personal representatives, successors and assigns.

12.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Maine.

12.4 **Section Headings.** The Section headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of any Section.

12.5 **Pronouns.** All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

12.6 **Time of Essence.** Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

12.7 **Counterparts/Facsimile.** To facilitate execution, this Agreement may be executed by facsimile and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one (1) agreement.

12.8 **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered and effective three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered and effective one business day after deposit with such courier, (c) sent by email, in which case notice shall be deemed delivered and effective upon receipt, or (d) sent by personal delivery, in which case notice shall be deemed delivered and effective upon delivery. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Augusta, Maine, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

If to Purchaser:	The Address listed for Purchaser in the first paragraph of this Agreement. Email: rmikkola@cumberlandfarms.com lsherman@cumberlandfarms.com
If to Seller:	The Address listed for Seller in the first paragraph of this Agreement. Email: emoran@aubuchon.com
With a copy to:	Gelinas & Ward, LLP 106 Merriam Avenue Leominster, MA 01453 Attn: Justin P. Gelinas, Esq. Email: Justin@gelinasandward.com
If to Escrow Agent:	First American Title Insurance Company National Commercial Services 601 Travis, Suite 1875 Houston, Texas 77002 Attn: Lisa G. Aguilar, Senior Commercial Escrow Officer Email: LGAguilar@firstam.com

The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices by Purchaser and Seller may be given by their respective counsel.

12.9 **Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

12.10 **Effective Date.** The term "Effective Date" as used in this Agreement shall mean the date upon which both Purchaser and Seller have executed and dated a final counterpart of this Agreement.

12.11 **Assignment.** Purchaser shall be entitled, without Seller's consent, to assign all of its right, title and interest in and to this Agreement, in which event such assignee shall have all rights as Purchaser under this Agreement. In the event of any such assignment, however, Purchaser shall remain liable for the obligations of Purchaser under this Agreement.

12.13 **Further Assurances.** On or before Closing, each party shall do, make, execute and deliver such additional and further acts, deeds, instruments, and documents as may be reasonably required to carry out the terms and provisions of this Agreement.

12.14 **Disclosure.** Seller shall maintain the information contained herein, including but not limited to Purchaser's Intended Use of the Real Estate, in the strictest confidence.

12.15 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Seller or Purchaser, neither party shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said party.

12.16 **Section 1031 Exchange.** At the request of either party, Purchaser and Seller agree to reasonably cooperate with the other and Escrow Agent in structuring and documenting the sale of the Real Estate to effect a tax deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost to the other party. In no event shall such cooperation require a delay of the Closing. Notwithstanding anything to the contrary contained herein, Seller's obligations hereunder shall not be contingent upon the identification of a Section 1031 exchange replacement property acceptable to Seller prior to Closing.

12.17 **Good Faith.** This Agreement shall be governed by the covenants of good faith and fair dealing.

Section 13. ESCROW AGENT

13.1 **Escrow Agent.** As an inducement to Escrow Agent to act as escrow agent hereunder, Purchaser and Seller agree as follows:

(a) Investment of the Deposit. Escrow Agent will hold the Deposit in an interest-bearing account at a banking institution with which Escrow Agent has an established banking relationship. All interest earned on the Deposit shall be applied against the Purchase Price at Closing, or, if the Closing does not take place, shall accrue to the benefit of the party entitled to receive the Deposit under this Agreement.

(b) Payment at Closing. If Closing takes place under this Agreement, Escrow Agent will deliver the Deposit to, or upon the instructions of, Seller on the Closing Date.

(c) Payment on Demand. Except as otherwise provided in the immediately preceding subsection, upon receipt of any written certification from a party hereto claiming the Deposit pursuant to the provisions of this Agreement, Escrow Agent will promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Deposit, Escrow Agent will disburse the Deposit to the party demanding same and will thereupon be released and discharged from any further duty or obligation hereunder.

(d) Reliance. Escrow Agent may rely upon and will be protected in acting or refraining from acting upon any written notice, instruction, or request signed by Purchaser and Seller and believed by Escrow Agent in good faith to be genuine. Escrow Agent will not be responsible for the sufficiency, correctness, genuineness, or validity of any document deposited with Escrow Agent. Escrow Agent will not be liable for any error or judgment, or for any act or omission under this Agreement made in good faith, except for Escrow Agent's own negligence or willful misconduct.

(e) Indemnity. Purchaser and Seller will jointly and severally indemnify and hold harmless Escrow Agent from and against any claim, costs, damages, attorneys' fees, expenses, obligations, or charges made against Escrow Agent by reason of its action or failure to act in connection with any of the transactions contemplated by this Agreement, unless caused by Escrow Agent's negligence or willful misconduct. Escrow Agent will have no liability for any claim, costs, damage, attorneys' fees, expenses, obligations, or charges resulting from a delay in the electronic wire transfer of funds, unless such matters arise as a result of Escrow Agent's negligence or willful misconduct.

(f) Conflicting Instructions. In the event Escrow Agent receives or becomes aware of conflicting instructions, demands, or claims with respect to this Agreement or the Deposit, Escrow Agent will discontinue any and all further acts until such conflict is resolved to Escrow Agent's good faith satisfaction. In the event that Escrow Agent complies with any orders, judgments or decrees issued or entered by any court, Escrow Agent shall not be liable to any of the parties hereto by reason of such compliance. In the absence of such a joint order or court order, Escrow Agent may do nothing or may pay the Escrow Funds into a court of competent jurisdiction upon commencement by Escrow Agent of an interpleader action in such court. Purchaser and Seller jointly and severally agree to pay all costs, damages, judgment, and expenses, including reasonable attorneys' fees, suffered or incurred by Escrow Agent in connection with such action or proceeding. In the event Escrow Agent files a suit in interpleader, Escrow Agent will, upon the filing of such suit in interpleader and deposit of the Deposit with a court of competent jurisdiction, be fully released and discharged from all further obligations imposed by this Agreement with respect to the Deposit.

(g) FDIC. The parties hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") deposit insurance coverages apply only to a cumulative maximum amount of $250,000 for each individual depositor for all of such depositor's accounts at

the same or related institution. The parties further understand that certain banking instruments, including, without limitation, repurchase agreements and letters of credit, are not covered in any respect by FDIC deposit insurance. Further, the parties understand that Escrow Agent assumes no responsibility for, nor will the parties hold Escrow Agent liable for, any loss occurring which may arise: (i) in the event the deposit of the Deposit into Escrow Agent's account causes the aggregate amount of Escrow Agent's depositor accounts to exceed the $250,000 FDIC deposit insurance coverage limit; or (ii) as a result of the unavailability of FDIC deposit insurance coverage on certain types of bank instruments.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth next to their respective signatures below.

PURCHASER:

CUMBERLAND FARMS, INC.,
a Delaware corporation

By: _____
Its: Sr. Vice President Real Estate & Planning
Date of Execution: 1/25/16

SELLER:

AUBUCHON REALTY COMPANY, INC.,
a Massachusetts corporation

By: _____
Its: CLERK + SVP
Date of Execution: 1/16/2016

JOINDER OF ESCROW AGENT

Escrow Agent joins in the execution of this Agreement to acknowledge its agreement to act as escrow agent hereunder and to handle the Escrow Amounts in accordance with the terms and conditions set forth herein.

Date: January 26, 2016

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Luis Aguilar
Title: Sr. Escrow Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel I:

That certain parcel of land with the buildings thereon situated in Lewiston in said County of Androscoggin and State of Maine, bounded and described as follows:

[illegible]

For the source of title of grantor, see deed from Leslie M. Emerson and Mary I. Emerson, being husband and wife, dated October 1, 1984 recorded in the Androscoggin County Registry of Deeds in Book 1760, Page 140.

Parcel II:

That certain parcel of land with the buildings thereon situated in Lewiston in said County of Androscoggin and State of Maine, bounded and described as follows:

[illegible]

For the source of title of grantor, see deed from Lean Realty Company, dated October 1, 1994 recorded in the Androscoggin County Registry of Deeds in Book 1791, Page 141.

EXHIBIT "B"

To Whom It May Concern:

AUBUCHON REALTY COMPANY, INC. (the "Owner") is the owner of the property located at 691 Main Street, Lewiston, Maine (the "Property"). The Owner hereby authorizes Cumberland Farms, Inc., and/or their agents, including, but not limited to, any engineering or architecture firm that the above may designate, to execute, submit and prosecute applications and any applicable materials to the Town of Lewiston boards, commissions, agencies and the like (including, without limitation, zoning boards, planning boards and the Town Council) on behalf of the Owner, for the purpose of obtaining municipal permits and approvals and property rezonings for the development of the Property.

AUBUCHON REALTY COMPANY, INC.

1/16/2016
Date

By: Eamon D. Moran SVP + CLERK

Name: EAMON D. MORAN
Duly authorized

State of Massachusetts
County of Middlesex County

Personally appeared the above-named Eamon Moran before me this 16th day of January, 2016, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same or his/her capacity as CLERK + SVP of AUBUCHON REALTY CORP. for the purposes therein contained.

Cheryl A. McGarigle
Notary Public/Justice of the Peace
My Commission Expires:

Cheryl A. McGarigle
NOTARY PUBLIC
My commission expires Sept. 9, 2016

EXHIBIT "C"

PRELIMINARY SITE PLAN

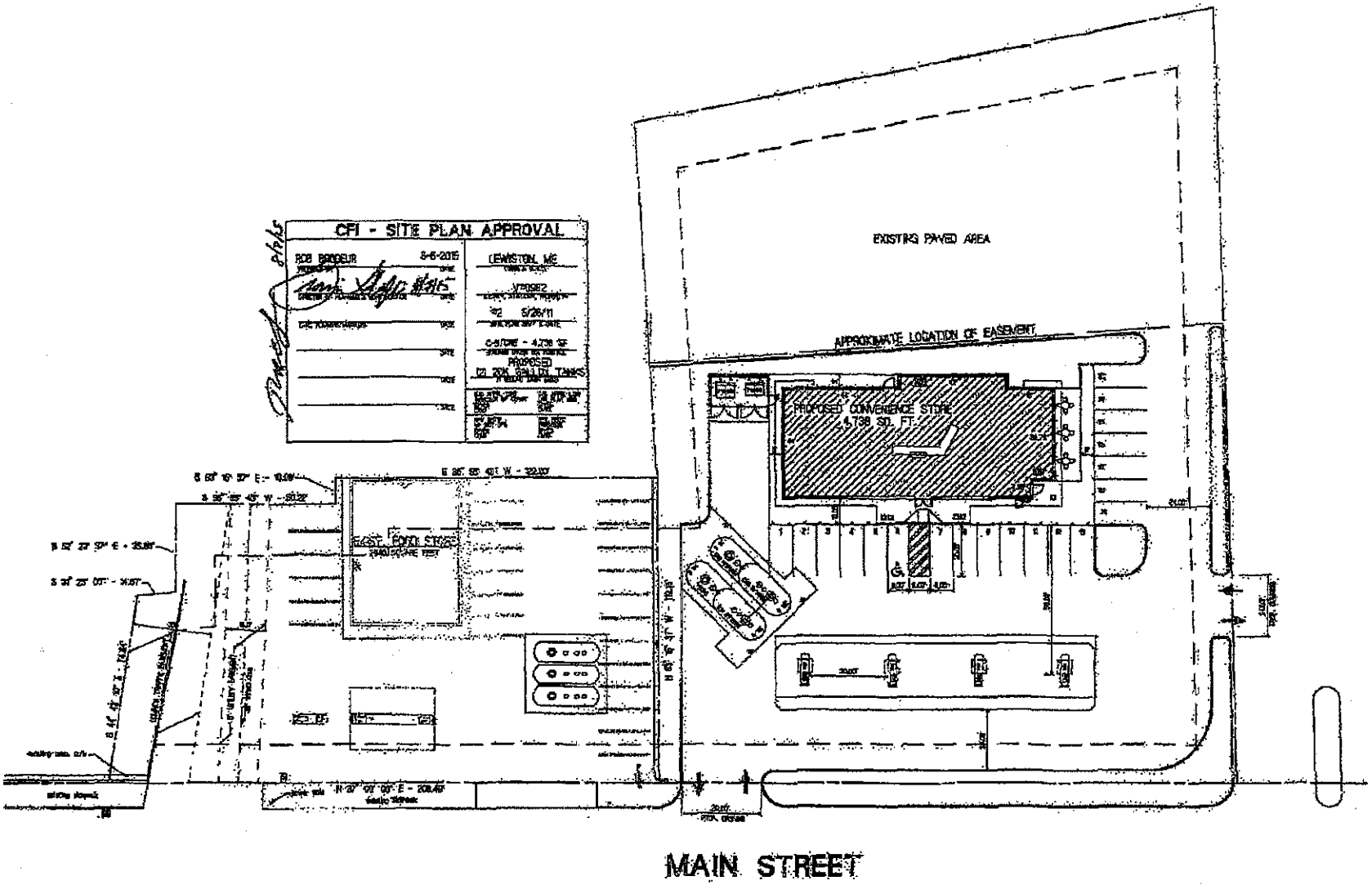

CFI - SITE PLAN APPROVAL
ROB BRODEUR
8-6-2015
LEWISTON, ME
5/26/11
PROPOSED
EXISTING PAVED AREA
APPROXIMATE LOCATION OF EASEMENT
PROPOSED CONVENIENCE STORE
4,738 SQ. FT.
EAST FOOD STORE
MAIN STREET

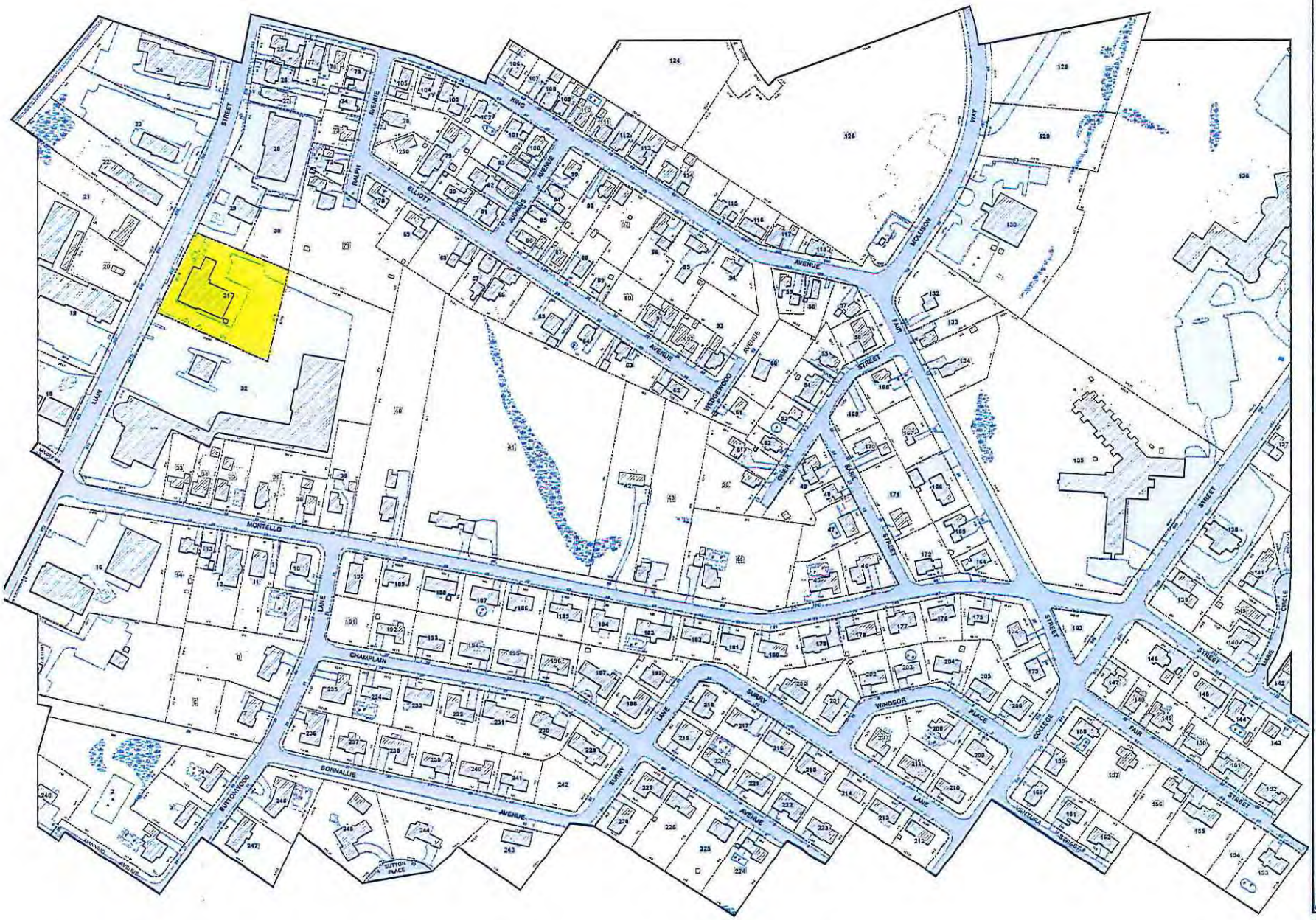
EXHIBIT "D"

SELLER ENVIRONMENTAL ESCROW AGREEMENT

Schedule 3.2

At the time of Seller's acquisition of the Real Estate, USTs were removed from the Real Estate

4



CITY OF LEWISTON

This Map is provided by the City of Lewiston, Maine Planimetric mapping shown on this map is in general accurate and consistent as observed from aerial photography taken on April 28, 2014. Any changes, the addition of new structures, or other features that have occurred since the photography was taken and may or may not be shown on this map. Any questions or concerns with the information shown should be directed to the City of Lewiston. City shall not be held liable for damages due to discrepancies, omissions, or inaccuracy of accuracy of information contained on this map.

Tax Map Index Indicator

Legend

- City Limits
- Parcel Line
- ROW
- Easement
- Misc. or Mobile Home Lot
- Proposed Subdivision
- Street Address
- 48 Tax Map Lot No.
- 100ft Lot Dimension
- Utility ROW

Planimetric Legend:

- Building, General
- Mobile Home
- Foundation
- Deck
- Patio
- Railroad
- Dam
- Roads, Parking, Walks
- Athletic Courts, Fields
- Swimming Pool
- Lake or Pond; River; Canal
- Swamp or Apparent Wetland
- Stormwater Detention Pond
- Brooks, Streams

0 50 100 200

Scale: 1" = 100'

** see notes at bottom of page

Cadastral mapping displayed is intended for assessment purposes only, and shall not be used in place of a boundary survey. Do not use for description, delineation, or transfer of property.

Tax Map

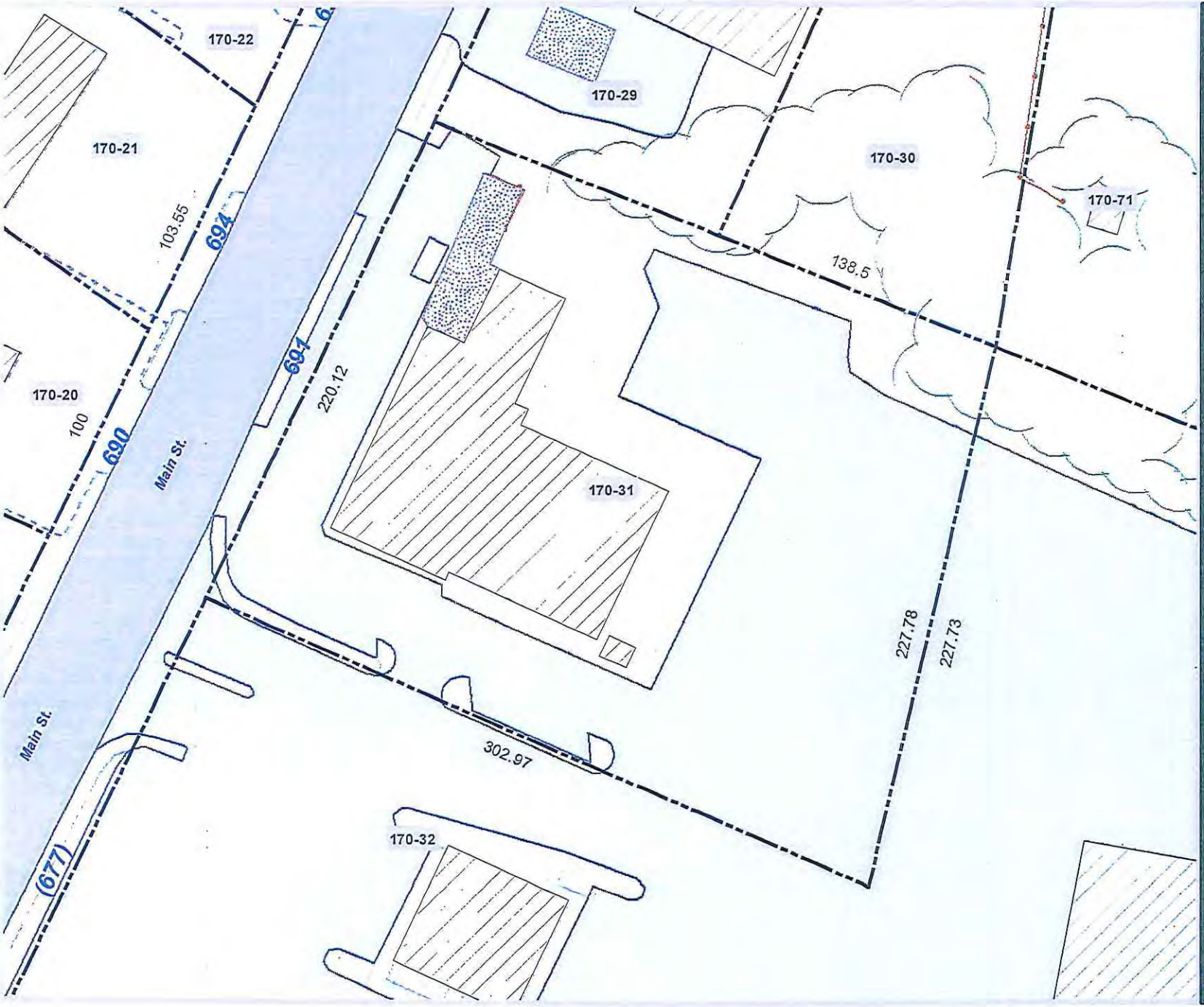
Effective April 1, 2015 to March 31, 2016

190	169	142
191	170	143
192	171	144

Lewiston Maine

** Scale noted above is approximate & varies; the map as printed at 34 wide 25"x36" layout as intended. The black outline is a more accurately drawn single measure exactly 22"x 17" as a boundary.

City of Lewiston, Maine 9/18/2015



This Map is provided by the City of Lewiston, ME Mapping shown on is for general reference. The City of Lewiston shall not be held liable for damages due to discrepancies, and makes no warranty of accuracy of map. Field verification is required. This map is not printed to scale.

Legend

- Parcel Line
- ROW
- Easement
- Mobile Home Lot
- 22 Street Address
- 46 Tax Map Lot No.
- 100.25 Lot Dimension
- Utility ROW

Planimetric Legend:

- Building, General
- Mobile Home
- Foundation
- Deck
- Patio
- Railroad
- Fence
- Roads, Parking, Walks
- Athletic Courts, Fields
- Swimming Pool
- Lake or Pond; River; Canal
- Swamp or Apparent Wetland
- Stormwater Detention Pond
- Brooks, Streams

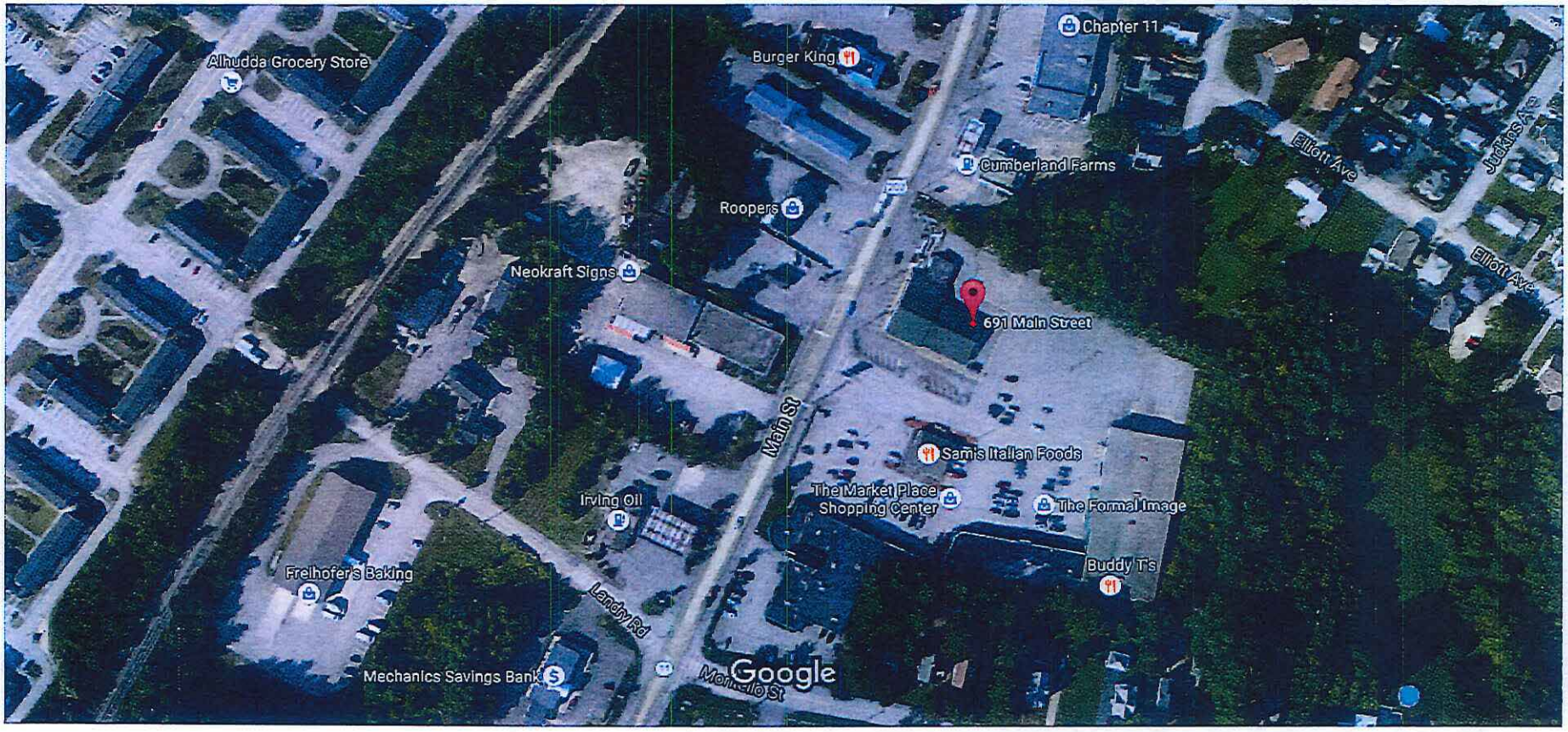
Cadastral mapping displayed is intended for assessment purposes only, and shall not be used in place of a boundary survey. Do not use for description delineation, or transfer of property.

Map-Lot
170-31

691 MAIN ST

Tax Mapping
Effective April 1, 2015
to March 31, 2016

Google Maps 691 Main St



Imagery ©2016 Google, Map data ©2016 Google 100 ft

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October 13, 2016

David Hediger, City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 0424

Re: Cumberland Farms
691 Main Street

Dear Mr. Hediger:

The subject parcel is under agreement for purchase by Cumberland Farms, Inc. ("Cumberland"). Cumberland proposes to construct a new, 4786 s.f. colonial-design convenience store with gasoline sales.

The purpose of this letter is to satisfy your requirement of evidence of financial capacity. This project is expected to cost $2.7M, and the Company has sums well in excess of that amount available to fund the project.

Please feel free to call me with any questions you may have with regard to this matter.

Sincerely,

Howard S. Rosenstein
Chief Financial Officer
Cumberland Farms, Inc.

Phone: 508-270-8339

Cumberland Farms, Inc.
100 Crossing Boulevard, Framingham, MA 01702
508-270-1400
www.cumberlandfarms.com

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MHF Design Consultants, Inc.

STATEMENT OF QUALIFICATIONS

I. EXPERIENCE

MHF Design Consultants, Inc. (MHF) was founded in 1991 to provide a comprehensive range of civil engineering, surveying and landscape architectural services to the public and private sectors relative to understanding the land and environment as a means of achieving development of the highest quality. The firm employs many professionals with diverse backgrounds. The principals and key personnel at MHF have extensive experience in project planning, design and administration.

Our company philosophy is that a smaller firm can provide a higher quality service. Improved communication layers, combined with reduced overhead costs, translate into a better product for a lower fee.

Our approach to project management and office organization has been developed from many years of combined experience in the civil engineering and land planning profession. Clear evidence of the skills and experience necessary to keep project programs, schedules and budgets on target can be seen in the type of clientele that MHF has developed. A large percentage of our business comes from repeat clients.

II. TECHNICAL CAPABILITIES

MHF is a multi-disciplinary firm offering a comprehensive range of services in engineering, land planning, landscape design and surveying throughout New England. Our goal is to provide our clients with the services necessary to achieve development of the highest quality, within a stated project budget and timetable, and for a competitive fee. We support these services with computer assisted data collection, design and drafting (CAD).

MHF Design Consultants, Inc.

To achieve our goals, our organization offers the following professional services:

CIVIL AND SITE ENGINEERING

Commercial and Residential Development
Hydrology and Drainage Design
Storm Water Management
Flood Plain Delineation
Water System Supply and Distribution
Sanitary Sewer Design
Septic System Design
Roadway Design
Underground Storage Tank Design
Construction Monitoring

LAND PLANNING AND LANDSCAPE ARCHITECTURE

Planned Unit Developments
Golf Course Design
Park/Recreation Planning and Design
Automatic Irrigation Design
Planting Design

LAND SURVEYING

Boundary and Topographic Surveys
Subdivision Plans
Certified Foundation Plans
Construction Stakeout
ALTA/ASCM Title Surveys
Highway/Route Survey

MUNICIPAL SERVICES

Utility System Evaluation
Geographic Information Systems
Project Review
Value Engineering Studies

MASTER PLANNING

We support these disciplines by utilizing a server-based network with high speed Dell workstations, Hewlett-Packard color plotters, Xerox scan-to-file print systems, and current Autodesk engineering software to create a proficient work environment. Our use of high speed internet access/email combined with corporate virus protection software allows us to safely and efficiently transfer information for project collaboration.

By integrating these advances in computer technology with traditional planning and engineering technology, we can individualize a scope of services that will insure cost effective work of the highest quality and the ultimate success of our client's projects.

Our current project experience, combined with the individual experiences of our personnel, makes **MHF** uniquely qualified for various types of work.

MHF Design Consultants, Inc.

III. SAMPLE CLIENT LISTING

* Town of Salem, NH
* City of Manchester, NH
* Wendy's International, Inc.
* Taco Bell Corporation
* Dunkin' Donuts
* McDonald's Corporation
* The Home Depot
* Market Basket Supermarkets
* Scott Companies
* Pizza Hut, Inc.
* Northeast Properties
* Bradley Real Estate Trust
* 7-Eleven, Inc.
* Sanmina Corporation
* Turner Homestead, Inc.
* Ninety Nine Restaurants
* RMD, Inc.
* Courtyard Marriott
* Burger King Corp.
* Town of Pelham
* Univex Corporation
* Town of North Andover , MA
* YUM Brands
* Microsoft
* Toll Brothers, Inc.
* T.M. Crowley & Associates
* Kenny Rogers Roasters
* Monro Muffler/Brake, Inc.
* Channel Building Company, Inc.
* Super 8 Motels
* Sisters of Mercy
* Richdale Convenience Stores
* National Tire Warehouse
* Clean Harbors
* Rite-Aid Corporation
* RK Associates
* Centercorp Retail Properties
* The Torrey Company
* Lucent Technologies
* Margarita's Restaurant
* Yvon Cormier Construction Corp.
* KFC
* Tim Hortons
* GZA Environmental
* Flagship Cinemas
* United Methodist Church
* Mesiti Development
* Shorty's Mexican Roadhouse
* Renaissance Golf Club
* Tuscan Kitchen/Market
* Value Place Hotel

MHF Design Consultants, Inc.

REPRESENTATIVE LIST OF CLIENTS
for
GASOLINE RETAIL DEVELOPMENT

* Equiva Services, LLC
* ExxonMobil Corporation
* Johnson & Dix Fuel Corporation
* Sun Refining & Marketing Company
* Irving Oil Corporation
* The Southland Corporation
* Merit Oil Corporation
* Peterborough Oil Co., Inc.
* Global Montello Group
* Gibbs Oil Co.
* Kenyon Oil Company, Inc.
* Mutual Oil Company, Inc.
* Rice Oil Co., Inc.
* Draper Energy, Inc.
* Amerada Hess Corporation
* Sprague Energy
* Energy North, Inc.
* C.K. Smith Oil, Inc.
* The Circle K Corporation
* Christy's Market, Inc.
* Richdale Dairy Stores, Inc.
* Wentworth By The Sea Marina
* Downeast Energy
* Buxton Oil Co., Inc.
* National Freight, Inc.
* Abenaque Trucking
* Cass Fuels, Inc.
* Public Petroleum

*Alliance Energy
* Arlex Oil
* Bursaw Oil
* Citgo
* Cumberland Farms
* Getty/Eastern
* Holden Oil
* LeHigh Gas Corporation
* Nouria Energy
* Sunoco
* Texaco
* Cumberland Farms
* Volume, Inc.

MHF Design Consultants, Inc.

IV. CLIENT REFERENCES

* KFC/Taco Bell/Pizza Hut Mary Lattarullo	(860) 528-0060
* Popeye's Louisiana Chicken Jim Santos	(860) 202-3030
* Turner Homestead, Inc. Bernie Campbell, Esq.	(603) 898-2635
* Ninety Nine Restaurants Tom Wilburn	(781) 932-5167
* Cumberland Farms Mike Tierney	(603) 312-0787
* Channel Building Co., Inc. Paul Kneeland	(978) 657-7300
* South Coast Development, LLC Mickey Higgins	(978) 697-9122
* Scott Companies Joseph Scott	(978) 374-0034
* North Andover Community Development Curt Bellavance	(978) 688-9533
* Burger King Corporation Betty Regan	(508) 660-0751
* I.J. Barkan Irwin Barkan	(781) 272-8350
* Town of Salem, NH James Brown – Engineering Dept.	(603) 890-2036
* Town of Derry, NH George Sioras – Planning Dept.	(603) 432-6110
* Scott Mitchell Real Estate Scott Mitchell	(603) 926-7770
* Mesiti Development Corp. Tony Mesiti	(978) 687-5300
* Stonehill Builders Tom Gioseffi	(603) 894-4444
* Jeff Thompson MacThompson Realty	(603) 888-1121
* Primax Properties, LLC Cannon Cory	(704) 954-7223
* Irving Oil Marketing Tammie Fisk	(207) 852-1481

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MHF Design Consultants, Inc.

44 Stiles Road • Suite One • Salem, New Hampshire 03079
TEL (603) 893-0720 • FAX (603) 893-0733
www.mhfdesign.com

October 17, 2016

Mr. David Hediger
Deputy Director/City Planner
City of Lewiston
27 Pine Street, 3rd Floor
Lewiston, ME 04240

Re: Cumberland Farms, Inc.
Map 170 Lot 31
691 Main Street
Lewiston, ME 04240

Sub: Drainage Memorandum

Dear Mr. Hediger,

MHF Design Consultants, Inc., on behalf of our client, Cumberland Farms Inc., is pleased to provide the following information summarizing the proposed site re-development project relative to the effects it will have on stormwater management on the surrounding areas at the above referenced site. Please refer to the attached Proposed Site Re-Development Plans, dated August 18, 2016, last revised October 17, 2016, as prepared by this office.

The property is located on a parcel of land that is approximately 1.4 Ac in size and identified as Tax Map 170, Lot 31and is located in the Community Business (CB) District. The site is bounded by Main Street to the west, a Cumberland Farms retail motor fuel outlet to the north and The Marketplace On Main Street plaza to the south and east. The lot is currently occupied by a 9,353 sf 1-story Aubuchon Hardware Store with associated parking along the front, side and rear of the property. Parking along the rear of the property is currently used for overflow parking for the Marketplace Plaza by way of a Lease Agreement between Lot 31(Aubuchon) and Lot 32 (The Marketplace). This proposed site re-development will include modifications to the lease agreement and a land conveyance of approximately 10,814 sf from Lot 31 to Lot 32 in addition to modifications to the parking in the rear of the lot. Access into the property is through a common driveway for the Marketplace plaza as well as two (2) full access curb cuts along Main Street.

Cumberland Farms Inc. proposes to relocate the existing retail motor fuel outlet operation on the adjacent parcel to the north (Lot 29) and construct a new Cumberland Farms convenience store (4,786 sf), fuel canopy with four (4) dispensers (8 fueling locations), new fuel piping and two (2) new 20,000 gallon double wall fiberglass underground fuel storage tanks on Lot 31. As part of the development, the existing underground fuel storage tanks, canopy and fuel islands on Lot 29 will be removed. Site improvements on Lot 31will also include customer parking areas, new trash enclosure, and modified entrance driveways. New utility connections including water, gas, electric and sewer are proposed along with new landscaping to enhance the site.

MHF Design Consultants, Inc.

Re-development of this parcel will result in a decrease in onsite impervious coverage of approximately 3,100 sf which will in turn reduce both the peak rate and volume of runoff discharging into the Main Street closed drainage system. The proposed on-site stormwater management system includes installing several deep sump, hooded catch basins and the installation of a hydrodynamic separator prior to discharge into the existing closed drainage system along Main Street which will improve the stormwater quality. While there is an existing closed drainage system along Main Street, there is no drainage system onsite and runoff drains offsite, untreated, via sheet and shallow concentrated flows. Additionally, the establishment of a stormwater Operation & Maintenance Plan includes frequencies for maintenance and cleaning of the drainage system and will ensure the onsite stormwater management system functions as intended.

Based on the reduction in impervious coverage and the implementation of a new stormwater management system, we believe that the owner is improving the current conditions while reducing peak rates of runoff and volume discharging from the site and that there will be no negative impact on the abutting properties as a result of the proposed redevelopment project.

Please review the attached information and should you have any questions, please feel free to call our office at your convenience.

Sincerely,
MHF Design Consultants, Inc.

Chris Tymula
Project Manager

F:\Projects\Eng\393516\3935-Drainage Memo-Rev1.doc
Cc: Dalina Boryszewski - Cumberland Farms, Inc. (EB Upload)
Sandra Guay - Woodman Edmands Danylik Austin Smith & Jacques, P.A.

OPERATION & MAINTENANCE MANUAL
For
STORMWATER MANAGEMENT SYSTEMS

Map 170 Lot 31

691 Main Street
Lewiston, ME 04240

Prepared For:

Cumberland Farms, Inc.
100 Crossing Boulevard
Framingham, MA 01702

October 17, 2016

MHF Project #393516

INSPECTION & MAINTENANCE PLAN

The owner of record shall be responsible for the installation, operation, and maintenance of all stormwater management systems after construction in accordance with the below criteria. Logs of inspections and cleanings shall be maintained by the owner of record and annual BMP inspection forms shall be filed with the City of Lewiston, as required.

Operation and Maintenance Plan:

Documentation:
A maintenance log shall be kept summarizing inspections, maintenance and any corrective actions taken, see Stormwater Construction Site Inspection Log. The log shall include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean out of any sediments or debris, the location where the sediment and debris was disposed after removal will be indicated. Disposal of the accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations. The logs shall be made accessible to department staff and a copy provided to the department upon request.

Inspection and Maintenance Frequency and Corrective Measures:
The following areas, facilities and measures will be inspected and the identified deficiencies will be corrected. Clean out must include the removal and legal disposal of any accumulated sediments and debris and disposed of in accordance with applicable local, state, and federal guidelines and regulations.

1. Street Sweeping
Sweeping shall be done once in the early fall and then immediately following spring snowmelt to remove sand and other debris and when visual buildup of debris is apparent. Pavement surfaces shall be swept at other times such as in the fall after leaves have dropped to remove accumulated debris. Since contaminants typically accumulate within 12 inches of the curbline, street cleaning operations should concentrate in cleaning curb and gutter lines for maximum pollutant removal efficiency. Other areas shall also be swept periodically when visual buildup of debris is apparent. Once removed from paved surfaces, the sweeping must be handled and disposed of properly. Disposal of the accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations.

2. Deep Sump Hooded Catch Basins
Inspect catch basins at least 2 times per year and at the end of the foliage and snow removal seasons (preferably in spring and fall) to ensure that the catch basins are working in their intended fashion and that they are free of debris. Sediment must also be removed whenever the depth of deposits is greater than or equal to one half the depth form the bottom of the invert of the lowest pipe in the basin. If the basin outlet is designed with a hood to trap floatable materials check to ensure watertight seal is working. Damaged hoods should be replaced when noted by inspection. At a minimum, remove floating debris and hydrocarbons at the time of the inspection. Sediment and debris can be removed by a clamshell bucket; however a vacuum truck is preferred. Disposal of the

accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations.

3. Vegetated Areas

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.

4. Snow Storage and Removal

Proposed snow storage areas are as shown, on the Site Re-Development Plans and any excess snow is to be trucked offsite. During the winter months all snow is to be stored such that snowmelt is controlled. In the event the amount of snow exceeds such capacity, it is to be removed off-site. The minimum amount of deicing chemicals needed is to be used. Avoid disposing of snow on top of storm drain catch basins or in stormwater drainage swales or ditches.

5. Hydrodynamic Separator (First Defense Unit)

Initial maintenance to be performed twice a year for the first year after the unit is online and operational. A vacuum truck must be used at a minimum of once per year for sediment removal. Refer to the attached First Defense Owner's manual for operation and maintenance procedures and schedules thereafter.

393516 Stormwater Inspection and Maintenance Log

General Information			
Project Name			
Tracking No.		**Location**	
Date of Inspection		**Start/End Time**	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Describe present phase of construction			
Type of Inspection ☐ **Regular** ☐ **Post-storm event**			
Weather Information			
Current Conditions:			
Do you suspect that discharges may have occurred since the last inspection? ☐ Yes ☐ No			
Are there any discharges at the time of inspection? ☐ Yes ☐ No			

Site-specific BMPs

	Temporary (Construction Phase) BMP Description	BMP Installed and Operating Properly?	Corrective Action Needed	Party contacted / Method of contact
A	Overall Site Construction Activities	☐ Yes ☐ No		
B	Silt Fence	☐ Yes ☐ No		
C	Construction entrance	☐ Yes ☐ No		
D	Stockpiles	☐ Yes ☐ No		
E	Silt bags – on-site	☐ Yes ☐ No		
F	Temporary Dewatering Basins	☐ Yes ☐ No		

	Permanent (Post Construction) BMP Description	BMP Installed and Operating Properly?	Corrective Action Needed	Party contacted / Method of contact
1	Street Sweeping	☐ Yes ☐ No		
	• Evidence of oil grease	☐ Yes ☐ No		
2	Deep Sump Catch Basin	☐ Yes ☐ No		
	• Grates clear of debris	☐ Yes ☐ No		
	• Inlet and outlet clear of debris	☐ Yes ☐ No		
	• Evidence of oil grease	☐ Yes ☐ No		
	• Observance of accumulated sediment	☐ Yes ☐ No		
	• Evidence of structural deterioration	☐ Yes ☐ No		
	• Evidence of spalling or cracking of structural parts	☐ Yes ☐ No		
	• Evidence of flow bypassing facility	☐ Yes ☐ No		
3	Hydrodynamic Separators	☐ Yes ☐ No		
	• Grates clear of debris	☐ Yes ☐ No		
	• Inlet and outlet clear of debris	☐ Yes ☐ No		
	• Observance of accumulated sediment	☐ Yes ☐ No		
	• Evidence of oil grease	☐ Yes ☐ No		
	• Evidence of flow bypassing facility	☐ Yes ☐ No		
4	Stone Lined Outlet Protection Area	☐ Yes ☐ No		
	• Inlet/Inflow pipes clear of debris	☐ Yes ☐ No		
	• Overflow spillway clear of debris	☐ Yes ☐ No		
	• Outlet clear of debris	☐ Yes ☐ No		
	• Evidence subsidence	☐ Yes ☐ No		
	• Tree growth	☐ Yes ☐ No		
	• Other (specify)	☐ Yes ☐ No		
5	Ditches, swales & channels & Bio-Retention Areas	☐ Yes ☐ No		
	• Inlet/Outlet clear of debris	☐ Yes ☐ No		
	• Bottom surface clear of debris	☐ Yes ☐ No		
	• Evidence of rilling or gullying	☐ Yes ☐ No		
	• Observance of accumulated sediment	☐ Yes ☐ No		
	• Bottom dewaters between storms	☐ Yes ☐ No		
	• Vegetation healthy and growing	☐ Yes ☐ No		
	• Standing water or wet spots	☐ Yes ☐ No		
	• Tree growth	☐ Yes ☐ No		
	• Other (specify)	☐ Yes ☐ No		

	Permanent (Post Construction) BMP Description	BMP Installed and Operating Properly?	Corrective Action Needed	Party contacted / Method of contact
6	Subsurface Stormwater Systems	☐ Yes ☐ No		
	• Pipe bottom clear of debris	☐ Yes ☐ No		
	• Inlet/Inflow pipes clear of debris	☐ Yes ☐ No		
	• Overflow spillway clear of debris	☐ Yes ☐ No		
	• Outlet clear of debris	☐ Yes ☐ No		
	• Observance of accumulated sediment	☐ Yes ☐ No		
	• Other (specify)	☐ Yes ☐ No		

ADDITIONAL COMMENTS

Overall Site Issues

	BMP/activity	Implemented?	Maintained?	Corrective Action	Party contacted / Method of contact
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	☐ Yes ☐ No	☐ Yes ☐ No		
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	☐ Yes ☐ No	☐ Yes ☐ No		
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	☐ Yes ☐ No	☐ Yes ☐ No		
4	Are discharge points and receiving waters free of sediment deposits?	☐ Yes ☐ No	☐ Yes ☐ No		
5	Are storm drain inlets properly protected?	☐ Yes ☐ No	☐ Yes ☐ No		
6	Is there evidence of sediment being tracked into the street?	☐ Yes ☐ No	☐ Yes ☐ No		
7	Is trash/litter from work areas collected and placed in covered dumpsters?	☐ Yes ☐ No	☐ Yes ☐ No		
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	☐ Yes ☐ No	☐ Yes ☐ No		
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	☐ Yes ☐ No	☐ Yes ☐ No		
10	Are materials that are potential stormwater contaminants stored inside or under cover?	☐ Yes ☐ No	☐ Yes ☐ No		
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	☐ Yes ☐ No	☐ Yes ☐ No		

Certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Print name: _____

Signature: _____ Date: _____

Copies to:

☐ Owner: _____

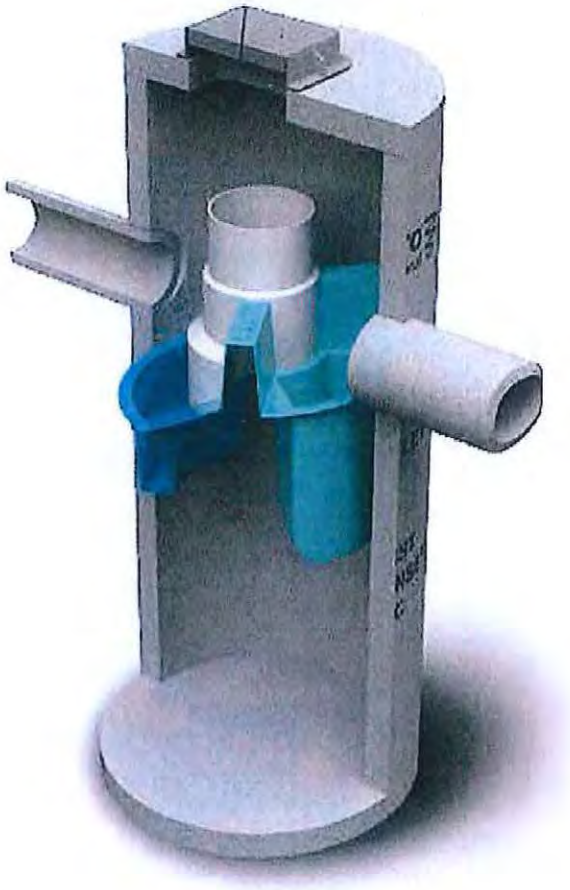
☐ Contractor: _____

☐ Conservation Commission: _____

☐ MHF Project Manager: _____

☐ Other: _____

Hydro International



Operation and Maintenance Manual

First Defense® and First Defense®-HC

Vortex Separator for Stormwater Treatment

Stormwater Solutions

Turning Water Around ...®

Table of Contents

Hydro International (Stormwater), 94 Hutchins Drive, Portland ME 04102
Tel: (207) 756-6200 Fax: (207) 756-6212 Web: www.hydro-int.com

I. First Defense® by Hydro International

Introduction

The First Defense® is an enhanced vortex separator that combines an effective and economical stormwater treatment chamber with an integral peak flow bypass. It efficiently removes total suspended solids (TSS), trash and hydrocarbons from stormwater runoff without washing out previously captured pollutants. The First Defense® is available in several model configurations (refer to *Section II. Model Sizes & Configurations*, page 4) to accommodate a wide range of pipe sizes, peak flows and depth constraints.

Operation

The First Defense® operates on simple fluid hydraulics. It is self-activating, has no moving parts, no external power requirement and is fabricated with durable non-corrosive components. No manual procedures are required to operate the unit and maintenance is limited to monitoring accumulations of stored pollutants and periodic clean-outs. The First Defense® has been designed to allow for easy and safe access for inspection, monitoring and clean-out procedures. Neither entry into the unit nor removal of the internal components is necessary for maintenance, thus safety concerns related to confined-space-entry are avoided.

Pollutant Capture and Retention

The internal components of the First Defense® have been designed to optimize pollutant capture. Sediment is captured and retained in the base of the unit, while oil and floatables are stored on the water surface in the inner volume (Fig.1).

The pollutant storage volumes are isolated from the built-in bypass chamber to prevent washout during high-flow storm events. The sump of the First Defense® retains a standing water level between storm events. This ensures a quiescent flow regime at the onset of a storm, preventing resuspension and washout of pollutants captured during previous events.

Accessories such as oil absorbent pads are available for enhanced oil removal and storage. Due to the separation of the oil and floatable storage volume from the outlet, the potential for washout of stored pollutants between clean-outs is minimized.

Applications

- Stormwater treatment at the point of entry into the drainage line
- Sites constrained by space, topography or drainage profiles with limited slope and depth of cover
- Retrofit installations where stormwater treatment is placed on or tied into an existing storm drain line
- Pretreatment for filters, infiltration and storage

Advantages

- Inlet options include surface grate or multiple inlet pipes
- Integral high capacity bypass conveys large peak flows without the need for "offline" arrangements using separate junction manholes
- Proven to prevent pollutant washout at up to 500% of its treatment flow
- Long flow path through the device ensures a long residence time within the treatment chamber, enhancing pollutant settling
- Delivered to site pre-assembled and ready for installation

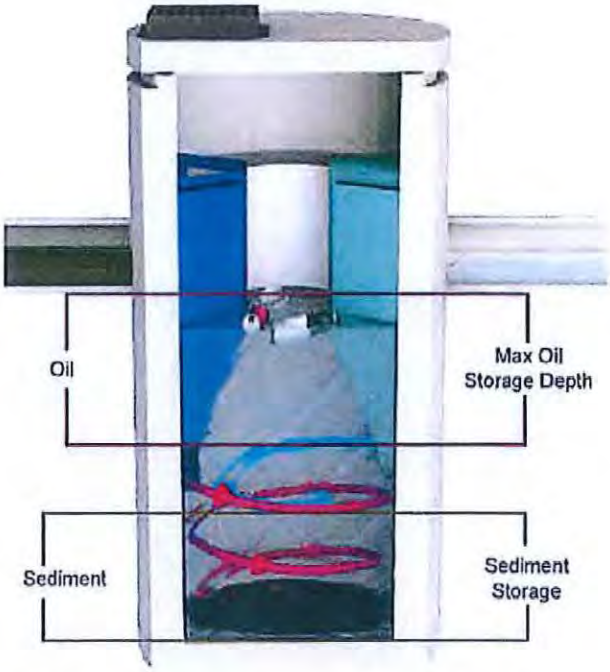


Fig.1 Pollutant storage volumes in the First Defense®.

II. Model Sizes & Configurations

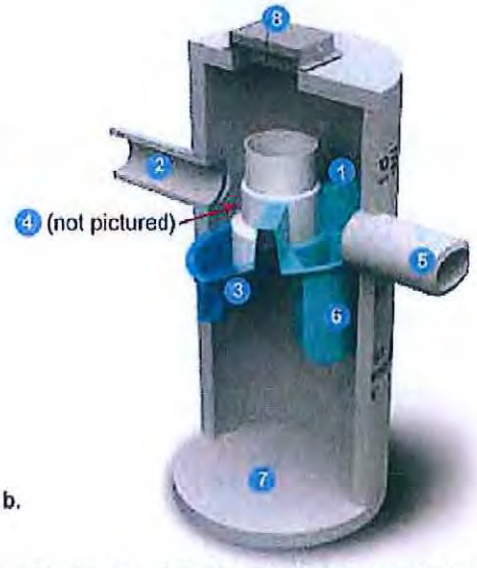
The First Defense® inlet and internal bypass arrangements are available in several model sizes and configurations. The components of the First Defense®-4HC and First Defense®-6HC have modified geometries as to allow greater design flexibility needed to accommodate various site constraints.

All First Defense® models include the internal components that are designed to remove and retain total suspended solids (TSS), gross solids, floatable trash and hydrocarbons (Fig.2a - 2b). First Defense® model parameters and design criteria are shown in Table 1.

First Defense® Components

1. **Built-In Bypass**
2. **Inlet Pipe**
3. **Inlet Chute**
4. **Floatables Draw-off Port**
5. **Outlet Pipe**
6. **Floatables Storage**
7. **Sediment Storage**
8. **Inlet Grate or Cover**

a.



b.

Fig.2a) First Defense®-4 and First Defense®-6; b) First Defense®-4HC and First Defense®-6HC, with higher capacity dual internal bypass and larger maximum pipe diameter.

Table 1. First Defense® Pollutant Storage Capacities and Maximum Clean out Depths

First Defense® Model Number	Diameter	Oil Storage Capacity	Oil Clean Out Depth	Maximum Sediment Storage Capacity[1]		Recommended Sediment Clean-out Capacity	
				Volume	Depth	Volume	Depth
	(ft / m)	(gal / L)	(in / cm)	(yd^3 / m^3)	(in / cm)	(yd^3 / m^3)	(in / cm)
FD-4	4 / 1.2	180 / 681	<23.5 / 60	1.3 / 1.0	33 / 84	0.7 / 0.5	18 / 46
FD-4HC		191 / 723	<24.4 / 62				
FD-6	6 / 1.8	420 / 1,590	<23.5 / 60	3.3 / 2.5	37.5 / 95	1.3 / 1.0	15 / 38
FD-6HC		496 / 1,878	<28.2 / 72				

NOTE

[1] Sediment storage capacity and clean out depth may vary, as larger sediment storage sump volumes are provided when required.

III. Maintenance

Overview

The First Defense® protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the continuous, long-term functioning of the First Defense®. The First Defense® will capture and retain sediment and oil until the sediment and oil storage volumes are full to capacity. When sediment and oil storage capacities are reached, the First Defense® will no longer be able to store removed sediment and oil. Maximum pollutant storage capacities are provided in Table 1.

The First Defense® allows for easy and safe inspection, monitoring and clean-out procedures. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the manhole.

Maintenance events may include Inspection, Oil & Floatables Removal, and Sediment Removal. Maintenance events do not require entry into the First Defense®, nor do they require the internal components of the First Defense® to be removed. In the case of inspection and floatables removal, a vactor truck is not required. However, a vactor truck is required if the maintenance event is to include oil removal and/or sediment removal.

Maintenance Equipment Considerations

The internal components of the First Defense®-HC have a centrally located circular shaft through which the sediment storage sump can be accessed with a sump vac hose. The open diameter of this access shaft is 15 inches in diameter (Fig.3). Therefore, the nozzle fitting of any vactor hose used for maintenance should be less than 15 inches in diameter.

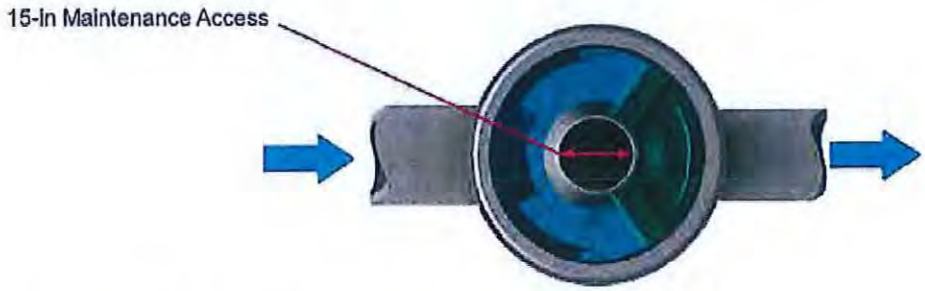


Fig.3 The central opening to the sump of the First Defense®-HC is 15 inches in diameter.

Determining Your Maintenance Schedule

The frequency of clean out is determined in the field after installation. During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. A simple probe such as a Sludge-Judge® can be used to determine the level of accumulated solids stored in the sump. This information can be recorded in the maintenance log (see page 9) to establish a routine maintenance schedule.

The vactor procedure, including both sediment and oil / flotables removal, for a 6-ft First Defense® typically takes less than 30 minutes and removes a combined water/oil volume of about 765 gallons.

Inspection Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.

2. Remove the grate or lid to the manhole.

3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities. Fig.4 shows the standing water level that should be observed.

4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the components and water surface.

5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel.

6. On the Maintenance Log (see page 9), record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.

7. Securely replace the grate or lid.

8. Take down safety equipment.

9. Notify Hydro International of any irregularities noted during inspection.

Floatables and Sediment Clean Out

Floatables clean out is typically done in conjunction with sediment removal. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables (Fig.5).

Floatables and loose debris can also be netted with a skimmer and pole. The access port located at the top of the manhole provides unobstructed access for a vactor hose and skimmer pole to be lowered to the base of the sump.

Scheduling

- Floatables and sump clean out are typically conducted once a year during any season.

- Floatables and sump clean out should occur as soon as possible following a spill in the contributing drainage area.

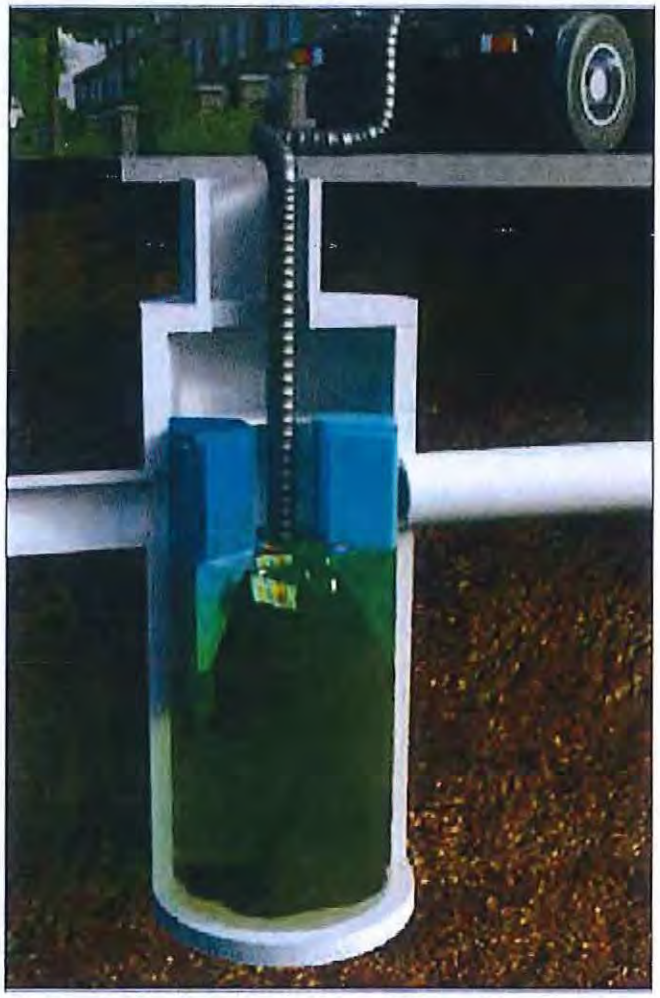


Fig.4 Floatables are removed with a vactor hose (First Defense model FD-4, shown).

Recommended Equipment

- Safety Equipment (traffic cones, etc)

- Crow bar or other tool to remove grate or lid

- Pole with skimmer or net (if only floatables are being removed)

- Sediment probe (such as a Sludge Judge®)

- Vactor truck (flexible hose recommended)

- First Defense® Maintenance Log

Floatables and sediment Clean Out Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.

2. Remove the grate or lid to the manhole.

3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.

4. Remove oil and floatables stored on the surface of the water with the vactor hose (Fig.5) or with the skimmer or net (not pictured).

5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (page 9).

6. Once all floatables have been removed, drop the vactor hose to the base of the sump. Vactor out the sediment and gross debris off the sump floor (Fig.5).

7. Retract the vactor hose from the vessel.

8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components, blockages, or irregularly high or low water levels.

9. Securely replace the grate or lid.

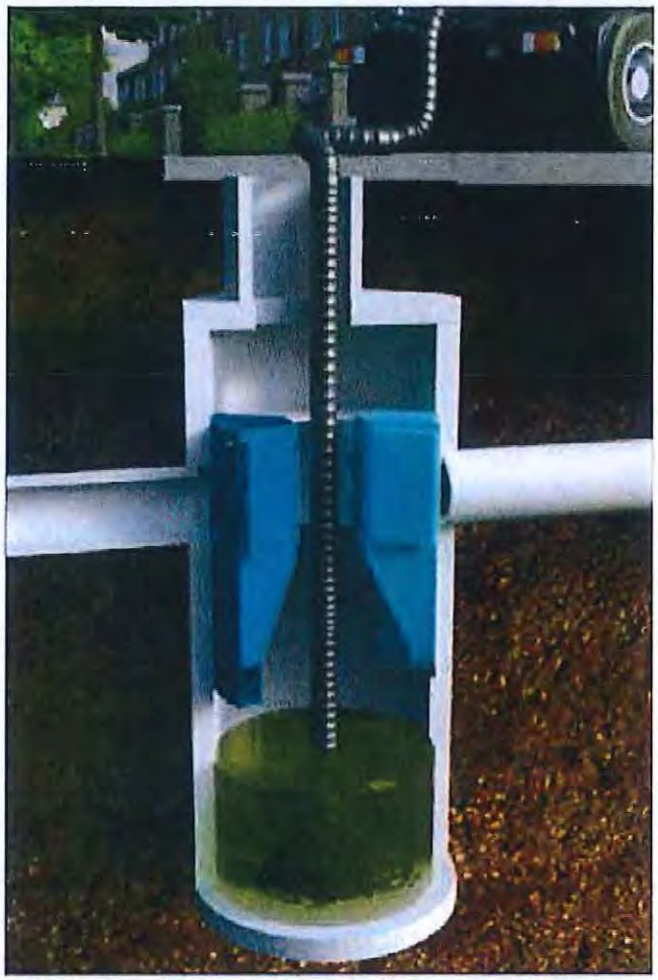


Fig.5 Sediment is removed with a vactor hose (First Defense model FD-4, shown).

Maintenance at a Glance

Activity	Frequency
Inspection	- Regularly during first year of installation - Every 6 months after the first year of installation
Oil and Floatables Removal	- Once per year, with sediment removal - Following a spill in the drainage area
Sediment Removal	- Once per year or as needed - Following a spill in the drainage area
NOTE: For most clean outs the entire volume of liquid does not need to be removed from the manhole. Only remove the first few inches of oils and floatables from the water surface to reduce the total volume of liquid removed during a clean out.	

Hydro International®

First Defense® Installation Log

HYDRO INTERNATIONAL REFERENCE NUMBER:	
SITE NAME:	
SITE LOCATION:	
OWNER:	CONTRACTOR:
CONTACT NAME:	CONTACT NAME:
COMPANY NAME:	COMPANY NAME:
ADDRESS:	ADDRESS:
TELEPHONE:	TELEPHONE:
FAX:	FAX:

INSTALLATION DATE: / /

MODEL SIZE (CIRCLE ONE): **FD-4** **FD-4HC** **FD-6** **FD-6HC**

INLET (CIRCLE ALL THAT APPLY): **GRATED INLET (CATCH BASIN)** **INLET PIPE (FLOW THROUGH)**

Hydro International (Stormwater), 94 Hutchins Drive, Portland ME 04102
Tel: (207) 756-6200 Fax: (207) 756-6212 Web: www.hydro-int.com

Hydro International®

First Defense® Inspection and Maintenance Log

Date	Initials	Depth of Floatables and Oils	Sediment Depth Measured	Volume of Sediment Removed	Site Activity and Comments

Hydro International (Stormwater), 94 Hutchins Drive, Portland ME 04102
Tel: (207) 756-6200 Fax: (207) 756-6212 Web: www.hydro-int.com

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Article XIII, Sec. 4. Approval criteria.

(a) Utilization of the site.

The subject site consists of the 15,744 sf Aubuchon Hardware store located at 691 Main Street within the Marketplace on Main Street plaza. The redevelopment consists of razing the existing Aubuchon Hardware building and constructing a new Cumberland Farms facility that includes a 4,786 square foot convenience store having eight (8) vehicle fueling positions (vfps). The existing Cumberland Farms at 701 Main Street will be vacated and the new site will be constructed entirely on 691 Main Street.

(b) Traffic movement into and out of the development area.

Traffic will access the site from the north and south on Main Street (US 202 & Routes 11/100). The directional distribution of site traffic is dependent on expected travel routes to and from the site based on existing travel patterns on Main Street adjacent to the proposed site. Accordingly, approximately 50 percent of the *new* site traffic is expected to and from the north along Main Street and 50 percent is expected to and from the south on Main Street. A substantial portion of the site-generated vehicle trips are already present in the adjacent passing stream of traffic or are diverted from another route to the proposed site. These *pass-by* trips will follow the direction distribution of traffic during each peak hour. In addition, it should be noted that the traffic associated with the existing Cumberland Farms located at 701 Main Street is already on the area roadways. This traffic is expected to shift to the adjacent parcel to the south which is on the same side of the roadway.

The planning board or staff review committee may approve a development not meeting this requirement if the applicant demonstrates that:

The applicant will assume financial responsibility for the improvements necessary to bring the level of service to this standard and will guarantee the completion of the improvements within one year of approval of the project. Refer to the Financial Capacity Letter at Tab 5 of the Application.

(c) Access into the site. Access to the Aubuchon Hardware store is currently provided via three unsignalized curb-cuts; two on Main Street and one off the main driveway to the Marketplace on Main Street. The main driveway to the Marketplace on Main Street provides access and egress to Main Street via a traffic signal. As a result of the redevelopment, the southern unsignalized driveway on Main Street will be closed and the remaining two unsignalized driveways will be modified slightly to accommodate the new site layout.

Article XIII, Sec. 4. Approval criteria.

(d) Internal vehicular circulation. Internal circulation is provided by the above mentioned curb cuts and provides for full turning movements in and around the site. Adequate access to the site for truck deliveries is provided on the Truck Turn Plan provided in the Site Re-Development Plans provided by MHF Design Consultants, Inc.

(e) Pedestrian circulation. Pedestrian access is provided by a paved sidewalk connection to the existing public sidewalk along Main Street.

(f) Stormwater management. The proposed site was designed to comply with DEP Chapter 500 Stormwater standards. Included in the design are reductions in overall onsite impervious coverage and a stormwater management system consisting of deep sump, hooded catch basins and a hydrodynamic separator.

(g) Erosion control. Onsite erosion controls consist of silt fence along the down gradient areas to protect abutting properties, a stabilized construction entrance to minimize soil tracking on roadways, inlet protection on existing and proposed drainage structures to minimize sediment into the drainage system, an Operation & Maintenance Plan (O&M) for the stormwater system during and after construction and the requirement to file a Maine Construction General Permit due to site construction exceeding 1-acre.

(h) Water supply. Adequate water supply is provided to the site. Availability letter to be provided.

(i) Sewage disposal. A municipal sewer system is available for connection to the site. Availability letter to be provided.

(j) Utilities. Appropriate utilities including electric, telephone and gas are available to the site.

(k) Natural features. The site is previously developed and natural features were maintained where possible.

(l) Groundwater protection. Due to the proposed use consisting of a retail motor fueling outlet, no stormwater infiltration is proposed as part of the development. The reduction in impervious coverage will also support added groundwater infiltration within proposed landscape area.

(m) Water and air pollution. N/A

Article XIII, Sec. 4. Approval criteria.

(n) Exterior lighting. Exterior lighting is provided onsite which includes shielded fixtures as needed to minimize light intrusion on abutting properties.

(o) Waste disposal. The site provides for waste disposal with the inclusion of a fenced dumpster enclosure located in the rear of the parcel.

(p) Lot layout. The site layout was accomplished utilizing existing curb cuts and standard site design for a retail motor fueling outlet.

(q) Landscaping. Adequate landscaping is provided including street trees and low growth plantings to maximize site line visibility for entering and exiting motorists.

(r) Shoreland relationship. N/A

(s) Open space. N/A

(t) Technical and financial capacity. Refer to Financial Capacity Letter at Tab 5 and Technical Capacity Information at Tab 6 of the Application. Performance guarantee to be provided prior to issuance of occupancy permit.

(u) Buffering. Existing wooded buffers were maintained where possible.

(v) Compliance with district regulations. The proposed Site Re-Development Plans comply or exceed the required district regulations.

(w) Design consistent with performance standards. The Applicant seeks a waiver/modification from the performance standards. Specifically, the Applicant seeks a waiver from the 10-foot side and rear yard requirement. The southerly side yard is 10 feet wide or greater, however is impacted by a necessary retaining wall; the rear yard is the boundary line within an existing parking lot with parking on either side of that line. Other than this requested waiver/modification, the design is consistent with the performance standards of the ordinance.

9

Lewiston
All-America City
2007

Department of Public Works

David A. Jones, P.E.
Director

CITY OF LEWISTON

October 17, 2016

Ms. Diane Pantermoller
MHF Design Consultants, Inc.
44 Stiles Road, Suite One
Salem, New Hampshire 03079

RE: Ability to serve
Proposed Cumberland Farms
691 Main Street
Lewiston, Maine

Dear Ms. Pantermoller:

You indicated in your email dated October 12, 2016, regarding the development of a Cumberland Farms store located at 691 Main Street you require evidence that water and sewer utility service is available and the utility has the ability to serve this use.

Based on the your attached plan and the fact that the developer is upgrading the water service to be a 2inch water service all the way to the City water main, and based on historical use of water and sewer services at other Cumberland Farm accounts with Lewiston Water & Sewer, the City of Lewiston Water Division can meet or exceed the minimum volume and pressure required by the Maine Public Utilities Commission (PUC) to the proposed development.

Based on the same estimates of usage and discharge for the proposed development, the City of Lewiston Sewer Division can handle the expected sewer discharge and can serve this proposed development.

If you have any questions, please feel free to call me at 513-3003, Ext. 3430.

Sincerely,

Kevin A. Gagne

Kevin A. Gagne, P.E.
Deputy Director of Public Works
Superintendent of Water & Sewer Operations

10

GPI Greenman-Pedersen, Inc.
Engineering and Construction Services

REF.: MAX-2016058

September 27, 2016

Mr. David Hediger
City Planner/Deputy Director Planning and Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, Maine 04240-7201

SUBJECT: Cumberland Farms Redevelopment
691/701 Main Street (US 202 & Routes 11/100)
Lewiston, Maine

Dear Mr. Hediger:

On behalf of our client, Cumberland Farms, Inc., ***Greenman-Pedersen, Inc.*** (GPI) is submitting the enclosed Traffic Movement Permit (TMP) Application for a proposed Cumberland Farms redevelopment in Lewiston, Maine. This Application is to amend the previous TMP Application dated September 20, 2016. The subject site consists of the 15,744 sf Aubuchon Hardware store located at 691 Main Street within the Marketplace on Main Street plaza. The redevelopment consists of razing the existing Aubuchon Hardware building and constructing a new Cumberland Farms facility that includes a convenience store having eight (8) vehicle fueling positions (vfps). The existing Cumberland Farms at 701 Main Street will be vacated and the new site will be constructed entirely on 691 Main Street. Access to the Aubuchon Hardware store is currently provided via three unsignalized curb-cuts; two on Main Street and one off the main driveway to the Marketplace on Main Street. The main driveway to the Marketplace on Main Street provides access and egress to Main Street via a traffic signal. As a result of the redevelopment, the southern unsignalized driveway on Main Street will be closed and the remaining two unsignalized driveways will be modified slightly to accommodate the new site layout.

A TMP must be obtained for any project that generates 100 or more passenger car equivalents at peak hour. The proposed Cumberland Farms redevelopment project is expected to generate ~~116~~ 161 *total additional* vehicle trips (~~58~~ 80 *additional* entering and ~~58~~ 81 *additional* exiting) during the weekday AM peak hour, and therefore, a TMP Application is being submitted to the City of Lewiston. Enclosed for your information and use in your review are three copies of the signed Traffic Movement Permit (TMP) Application, along with Sections 1 through 6. In addition, as requested, a check in the amount of $2,000 is also enclosed to be held in escrow for peer review services.

and 146 total additional vehicle trips (75 entering and 71 exiting) during the weekday PM peak hour

181 Ballardvale Street, Suite 202, Wilmington, MA 01887 Tel: (978) 570-2999
www.gpinet.com

Should you have any questions, require additional information, or if I can be of any assistance during the review process, please feel free to contact me or Heather Monticup at (978) 570-2968.

Sincerely,

GREENMAN – PEDERSEN, INC.

Christer Ericsson, P.E.
Senior Vice President

STATE OF MAINE
CHRISTER
ERICSSON
NO. 12758
LICENSED
PROFESSIONAL ENGINEER

enclosures

cc: Bruce Munger, HNTB
Christopher Tymula, MHF Design Consultants, Inc. (via email)
Sandra Guay, Woodman Edmands Danylik Austin Smith & Jacques P.A. (via email)
Kathleen Sousa, Cumberland Farms, Inc. (via email)
Dawn Johnson, Cumberland Farms, Inc. (via email)
Russ Mikkola, Cumberland Farms, Inc. (via email)
Dalina Boryszewski, Cumberland Farms, Inc. (via email)
Robert Schuler, Cumberland Farms, Inc. (via email)

SECTION 1 – SITE AND TRAFFIC INFORMATION

A. Site Plan

The Site Plan has been prepared by MHF Design Consultants, Inc. in accordance with General Submission Requirement Number 3 and is provided in the Appendix. The existing Cumberland Farms facility located at 701 Main Street will be vacated and a new Cumberland Farms will be constructed on the Aubuchon Hardware store site located at 691 Main Street.

Access to the Aubuchon Hardware store is currently provided via three unsignalized curb-cuts; two on Main Street and one off the main driveway to the Marketplace on Main Street. The main driveway to the Marketplace on Main Street provides access and egress to Main Street via a traffic signal. As a result of the redevelopment, the southern unsignalized driveway on Main Street will be closed and the remaining two unsignalized driveways will be modified slightly to accommodate the new site layout.

B. Existing and Proposed Site Uses

Existing and Proposed Site Uses

The subject site consists of the 15,744 sf Aubuchon Hardware store located at 691 Main Street within the Marketplace on Main Street plaza. The redevelopment consists of razing the existing Aubuchon Hardware building and constructing a new Cumberland Farms facility that includes a 4,790 square-foot convenience store having eight (8) vehicle fueling positions (vfps). The existing Cumberland Farms at 701 Main Street will be vacated and the new site will be constructed entirely on 691 Main Street.

C. Site and Vicinity Boundaries

The subject site is located on the eastern side of Main Street (US 202 & Routes 11/100), bounded by retail shops to the north, a residential neighborhood to the east, and a mix of retail shops and restaurants to the south. The site in relation to the abutting properties and roadway network is shown on the ALTA/ACSM Land Title Survey prepared by MHF Design Consultants, Inc. A regional map showing the development area and adjacent roadways is shown on Figure 1 in the Appendix.

D. Proposed Uses in the Vicinity of the Proposed Development

Based on discussions with officials from the City of Lewiston, there are no developments planned to be constructed within the design horizon that would affect traffic volumes within the study area.

E. Trip Generation

For trip-generation purposes, traffic anticipated to be generated by the proposed Cumberland Farms redevelopment project was forecast using the trip rates contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual[1] utilizing Land Use Code (LUC) 853 (Convenience Market with Gasoline Pumps). Table 1 provides a trip-generation summary for the traffic anticipated to be generated by the proposed project. The trip-generation estimates based on the 9th edition of the ITE Trip Generation Manual are also provided in the Appendix.

Not all of the vehicle trips expected to be generated by the proposed project represent new trips on the study area roadway system. Studies have shown that for developments such as the one proposed, a substantial portion of the site-generated vehicle trips are already present in the adjacent passing stream of traffic or are diverted from another route to the proposed site. Based on information published in the ITE Trip Generation Handbook, the average pass-by trip percentage is 63 percent during the weekday AM peak hour and 66 percent during the weekday PM peak hour for Convenience Markets with Gasoline Pumps (Land Use Code 853).[2] Table 1 summarizes the additional peak-hour trips expected to be generated as compared to the existing uses. All trip-generation data are provided in the Appendix.

[1] *Trip Generation Manual,* 7th Edition; Institute of Transportation Engineers; Washington, DC; 2003.

[2] *Trip Generation Handbook*; 3rd Edition; Institute of Transportation Engineers; Washington, DC; August 2014.

Table 1
TRIP-GENERATION SUMMARY

	Existing Trips	Proposed Trips	Additional Trips		
Time Period/Direction	Hardware Store [a]	Convenience / Gasoline [b]	Total Trips [c]	Pass-By Trips [d]	New Trips [e]
Weekday Daily	810	4,195	3,385	2,130	1,255
Weekday AM Peak Hour:					
Enter	9	89	80	51	29
Exit	8	89	81	51	30
Total	17	178	161	102	59
Weekday PM Peak Hour:					
Enter	36	111	75	48	27
Exit	40	111	71	48	23
Total	76	222	146	96	50
Saturday Daily	1,300	4,290	2,990	1,880	1,110
Saturday Midday Peak Hour:					
Enter	88	90	2	(1)	3
Exit	88	84	(4)	(1)	(3)
Total	176	174	(2)	(2)	(0)

[a] Based on ITE trip rates for LUC 816 (Hardware/Paint Store) for 15,744 sf.
[b] Based on ITE trip rates for LUC 853 (Convenienee Market with Gasoline Pumps) for average of 8 vfps and 4,790 SF.
[c] Proposed Trips minus Existing Trips.
[d] 63 percent of Total Additional Trips during the weekday, weekday AM peak hour, Saturday, and Saturday midday peak hour; 66 percent of Total Additional Trips during the weekday PM peak hour.
[e] Additional Total Trips minus Pass-By Trips.

As shown in Table 1, the proposed Cumberland Farms redevelopment project is expected to generate 59 *additional* new vehicle trips (29 *additional* entering and 30 *additional* exiting) during the weekday AM peak hour, 50 *additional* new vehicle trips (27 *additional* entering and 23 *additional* exiting) during the weekday PM peak hour, and 0 *additional* new vehicle trips (3 *additional* entering and 3 *less* exiting) during the Saturday midday peak hour.

It should be noted that the traffic associated with the existing Cumberland Farms located at 701 Main Street is already on the area roadways. This traffic is expected to shift to the adjacent

parcel to the south which is on the same side of the roadway. Since it is assumed that the existing Cumberland Farms could be re-occupied with a similar use, the traffic associated with the existing Cumberland Farms was not taken as a credit.

F. Trip Distribution

Having estimated project-generated vehicle trips, the next step is to determine the distribution of project traffic and assign these trips to the local roadway network. The directional distribution of site traffic is dependent on expected travel routes to and from the site based on existing travel patterns on Main Street adjacent to the proposed site. Accordingly, approximately 45 percent of the *new* site traffic is expected to and from the north along Main Street, 45 percent is expected to and from the south on Main Street, 5% is expected to and from the east on Montello Street and 5% is expected to and from the west on King Avenue.

The existing travel patterns along Main Street were taken from Turning Movement Counts (TMCs) performed during the weekday AM peak period (7:00 to 9:00 AM), weekday PM peak period (4:00 to 6:00 PM), and Saturday midday peak period (11:00 AM to 2:00 PM) in June 2016. The existing travel patterns along Montello Street and King Avenue were developed based on existing traffic-volume count data from the Androscoggin Valley Council of Governments (AVCOG). All traffic-count data are provided in the Appendix.

G. Trip Assignment

Based on the expected increase in traffic as a result of the proposed Cumberland Farms redevelopment, trip assignment networks were developed. The trip-generation estimates shown in Table 1 were distributed on the local roadway network for the weekday AM, weekday PM, and Saturday midday peak hours as depicted on Figure 2 in the Appendix.

As defined in Maine Department of Transportation's (MDOT) Chapter 305, Section 5B of the Rules and Regulations pertaining to Traffic Movement Permits, *the vicinity of the proposed development, for projects generating 100-200 PCE's, is limited to the area defined by the development entrance(s) or exit(s). The department has the authority to extend the area to the first major intersection in each direction from the development entrance or entrances including intervening segments if the scoping meeting reveals potential safety, capacity, or other traffic-related issues affecting the type of review warranted.*

Based on the traffic volumes shown on Figure 2 and the criteria defined in MDOT's Chapter 305 Section 5B, the intersections beyond the developments entrances and exits are expected to result in minimal turning movements, and therefore, are not anticipated to be included in what is defined as the vicinity of the proposed development.

Traffic Analysis was performed as additional information at the signalized intersection of Main Street at the Marketplace driveway. The Traffic Analysis memorandum is provided in the Appendix.

11

MODIFICATION/WAIVER REQUEST

The parking area located at the rear of the project site is an existing paved parking lot that abuts a continuation of the same existing paved parking lot located on the abutter's property. This parking lot has historically existed between, and has provided parking for the two abutting properties. The only proposed change to the existing parking lot as a part of this redevelopment is a relocation of the property line between the two properties, and the addition of a guardrail.

As the required minimum rear yard in the Community Business zone is 10 feet, and as the parking lot is an existing continuing parking lot that does not have any yard space between the two abutting parcels, the Applicant respectfully requests a modification/ waiver of more than 50 percent from the rear yard requirement pursuant to Article IX, Sections 3(9), (10), and (11).

This modification/waiver request is made necessary by existing site conditions and will not adversely affect the abutting landowners or the general health, safety and welfare of the City. Further, the site redevelopment plan already proposes to increase landscaping and decrease impervious surface by 3,100 square feet.

PROPOSED SITE RE-DEVELOPMENT PLANS

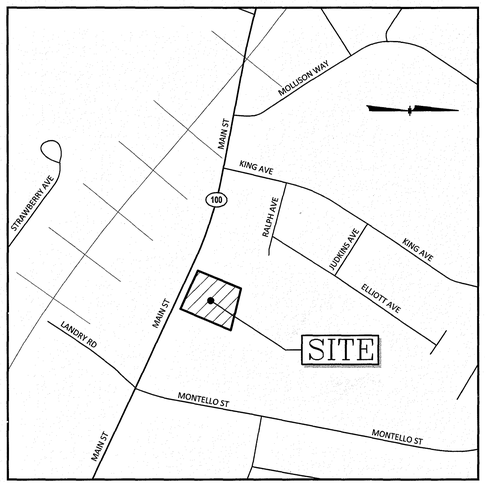
for

ASSESSORS MAP 170 LOT 31
691 MAIN STREET
LEWISTON, ME 04240

Prepared for:

Cumberland
FARMS

100 CROSSING BLVD, FRAMINGHAM, MASSACHUSETTS 01702



LOCATION MAP
(NOT TO SCALE)

INDEX TO DRAWINGS

* ARCHITECTURAL PLANS FOR PERMITTING USE ONLY. CONTRACTOR TO REFER TO STAMPED, SIGNED, SEALED PLANS LABELED "FOR CONSTRUCTION".

MHF Design Consultants, Inc.
44 Stiles Road, Suite One
Salem, New Hampshire 03079
(603) 893-0720
ENGINEERS • PLANNERS • SURVEYORS
www.mhfdesign.com

STATE OF MAINE
FRANK C. MONTEIRO
No. 7201
LICENSED
PROFESSIONAL ENGINEER
10/17/16

REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV. SHEETS CFG01.0, 03.0-12.0 & CFG16.0

60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

691 MAIN STREET
LEWISTON, MAINE

CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE: 1" = 20'	
DATE: AUGUST 18, 2016	
FILE: 3935SP.dwg	
DRAWN BY: MHF	
CHECKED BY: MHF	
TITLE SHEET	CFG01.0

F:\Projects\CAD\393516\3935CVR.dwg Model 10/14/16 12:18pm nig

METES & BOUNDS DESCRIPTION–MAP 170 LOT 29

RECORD DESCRIPTION

Parcel I:

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

Commencing on the southeasterly side of Main Street at the northerly corner of land now or formerly of one Labonte; thence in a general southeasterly direction a distance of One Hundred Ten (110) Feet, more or less, to land conveyed by Romano Realty, Inc. to Superican Incorporated by Warranty Deed dated June 16, 1959, and recorded in the Androscoggin County Registry of Deeds in Book 804, Page 331;thence in a general northeasterly direction along the northwesterly line of said Superican a distance of One Hundred Ninety-One and Forty-Seven Hundredths (191.47) feet, more or less, to said Superican's northerly corner and land now or formerly of one Sullivan; thence in a general northwesterly direction a distance of One Hundred Eleven (111) feet, more or less, to the southeasterly line of Main Street; thence in a general southwesterly direction along said line of said Street a distance of Two Hundred Eight and Thirty-Nine Hundredths (208.39) feet, more or less, to the point of beginning.

Parcel II:

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

Beginning at a point on the southwesterly line of land now or formerly of 727 Associates located one hundred nineteen and eighteen hundredths (119.18) feet southeasterly from a found ¾" iron rod (rebar with an aluminum identification cap marked "AL&H, Lewiston, ME, RLS #492), said 3/4" iron rod being situated on the assumed southeasterly line of Main Street at the apparent westerly corner of land of the V.S.H. Realty, Inc. (now known as Cumberland Farms, Inc.) by deed recorded in the Androscoggin County Registry of Deeds, Book 1586, Page 307; thence. North thirty-six degrees, fifty-five minutes, forty-three seconds East (N 36° 55' 43" E) one hundred twenty-two (122) feet, more or less, by remaining land now or formerly of the 727 Associates to a set 5/8" iron rod (rebar with an identification cap marked "DPD RLS #1152); thence North fifty-three degrees, fifteen minutes, thirty-seven seconds West (N 53° 15' 37" W) ten and no hundredths (10.00) feet by remaining land now or formerly of 727 Associates to a set 5/8" iron rod (rebar with an identification cap) at land now or formerly of Cumberland Farms, Inc. said iron rod bears South thirty-six degrees, fifty-five minutes, forty-three seconds West (S 36° 55' 43" W) sixty and twenty-two hundredths (60.22) feet from a set railroad spike marking the newly established easterly corner of the land of Cumberland Farms Inc. and westerly line of 727 Associates by deed of even date. (The railroad spike marks the end of course #3 in said deed.); thence South thirty-six degrees, fifty-five minutes, forty-three seconds West (S 36° 55' 43" W) one hundred twenty-two (122) feet, more or less, to the southerly corner of Cumberland Farms Inc.; thence southeasterly ten (10) feet, more or less, by the southwesterly line of land now or formerly of 727 Associates to the point of beginning.

SURVEYED DESCRIPTION

Beginning at a point on the southeasterly sideline of Main Street at the northwest corner of land now or formerly of Aubuchon Realty Co., Inc. and the southwest corner of the within described premises, thence;

Along the southeasterly sideline of said Main Street N36°57'26"E two hundred eight and thirty-eight hundredths (208.38) feet to a point at land now or formerly of Rachel B. and Wyatt Garfield, thence;

The following three (3) courses by land of said Garfield:

S44°46'33"E seventy-four and sixty-four hundredths (74.64) feet to an iron pipe, thence;

S31°17'37"W fourteen and sixty-seven hundredths (14.67) feet to an iron pin, thence;

S52°24'00"E thirty-three and sixty-six hundredths (33.66) feet to an iron pin, thence;

Continuing partially by land of said Garfield and partially by other land now or formerly of Rachel B. and Wyatt Garfield S36°52'20"W sixty and twenty-seven hundredths (60.27) feet to a point, thence;

By said other land of Garfield S53°19'00"E ten and no hundredths (10.00) feet to a point, thence;

Continuing by said other land of Garfield S36°52'20"W one hundred twenty-two and no hundredths (122.00) feet to an iron pin at land now or formerly of said Aubuchon Realty Co., Inc., thence;

By land of said Aubuchon Realty Co., Inc. N53°15'37"W one hundred nineteen and twenty-four hundredths (119.24) feet to the point of beginning.

Said tract or parcel of land contains 25,648 square feet or 0.520 acres more or less.

METES & BOUNDS DESCRIPTION–MAP 170 LOT 31

RECORD DESCRIPTION

Parcel I:

That certain parcel of land with the buildings thereon situated in Lewiston in said County of Ardroscoggin and State of Maine, bounded and described as follows:

Beginning on the southeasterly side of Main Street at the northerly corner of land conveyed by Davis Realty Company, Inc. to Louis Realty Company by deed dated November 29, 1967, recorded in the Androscoggin County Registry of Deeds in Book 982, Page 440; thence South 55° 53' 15" East by said land of Louis Realty Company, a distance of two hundred eighty-eight and fifty-seven hundredths (288.57) feet to land now or formerly of Raymond and Lucille Gagnon as described in a deed recorded in said Registry in Book 1141, Page 232; thence North 23° 03' 01" East by said Gagnon land a distance of one hundred sixty-six and fifty hundredths (166.50) feet to a 3/4 inch capped iron rod set in the ground on September 8, 1984 at land now or formerly V.S.H. Realty Corp. as described in a deed recorded in said Registry of Deeds in Book 1586, Page 307; thence North 53° 15' 37" West by said V.S.H. Realty Corp. land a distance of two hundred forty-eight and seven hundredths (248.07) feet to a 3/4 inch capped iron rod set in the ground on September 8, 1984 on the southeasterly side of said Main Street; thence South 37° 00' West by the southeasterly side at Main Street a distance of one hundred seventy five (175) feet to the iron pipe at the point of beginning.

Parcel II:

That certain parcel of land with the buildings thereon situated in Lewiston in said County of Androscoggin and State of Maine, bounded and described as follows:

Beginning at a point in the southeasterly line of Main Street at the westerly corner of land this day being conveyed by Leslie M. Emerson and Mary I. Emerson to this grantee and thence the line runs South 55° 53' 15" East along said land to be conveyed to this grantee a distance of two hundred eighty-eight and fifty-seven hundredths (288.57) feet to land now or formerly of Raymond and Lucille Gagnon as evidenced by a deed recorded in the Androscoggin County Registry of Deeds in Book 1141, Page 232; thence the line runs South 23° 03' 01" West along said Gagnon land a distance of sixty-one and twenty three hundredths (61.23) feet to a 3/4 inch capped iron rod set in the ground on September 8, 1984; thence the line runs North 53° 02' 37" West along other land of this grantor a distance of three hundred two and ninety-seven hundredths (302.97) feet to a 3/4 inch capped iron rod set in the ground on September 8, 1984 in said line of Main Street; thence the line runs North 37 East along said line of Main Street a distance of forty-five and twelve hundredths (45.12) feet to the point of beginning.

SURVEYED DESCRIPTION

Beginning at a point on the southeasterly sideline of Main Street at the southwest corner of land now or formerly of Cumberland Farms, Inc. and the northwest corner of the within described premises, thence;

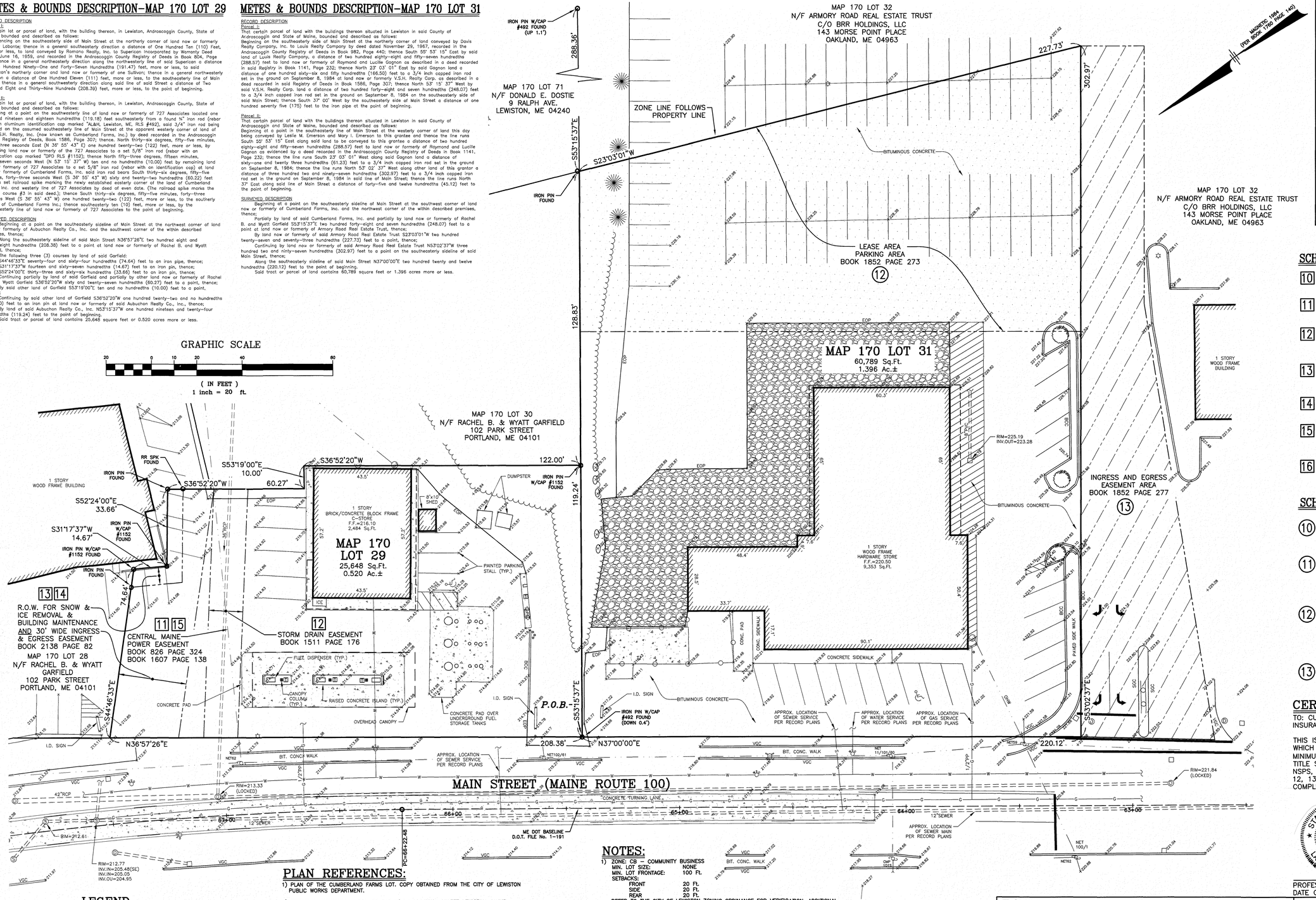
Partially by land of said Cumberland Farms, Inc. and partially by land now or formerly of Rachel B. and Wyatt Garfield S53°15'37"E two hundred forty-eight and seven hundredths (248.07) feet to a point at land now or formerly of Armory Road Real Estate Trust, thence;

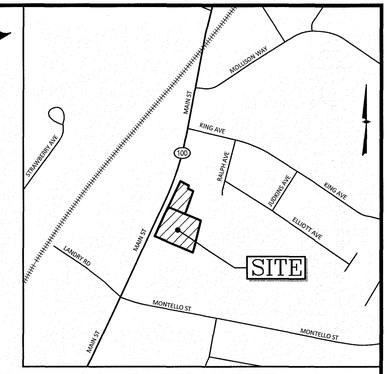
By land now or formerly of said Armory Road Real Estate Trust S23°03'01"W two hundred twenty-seven and seventy-three hundredths (227.73) feet to a point, thence;

Continuing by land now or formerly of said Armory Road Real Estate Trust N53°02'37"W three hundred two and ninty-seven hundredths (302.97) feet to a point on the southeasterly sideline of said Main Street, thence;

Along the southeasterly sideline of said Main Street N37°00'00"E two hundred twenty and twelve hundredths (220.12) feet to the point of beginning.

Said tract or parcel of land contains 60,789 square feet or 1.396 acres more or less.





LOCATION MAP

(NOT TO SCALE)

SCHEDULE B-2 EXCEPTIONS–MAP 170 LOT 29

10 Easement from Antonio DeSanctis to Central Maine Power Company dated November 15, 1956 and recorded in the Androscoggin County Registry of Deeds in Book 765, Page 383. DOES NOT AFFECT THE SURVEY TRACT.

11 Easement from Romano Realty, Inc. to Central Maine Power Company dated July 8, 1959 and recorded in the Androscoggin County Registry of Deeds in Book 826, Page 324. DOES AFFECT THE SURVEY TRACT AND IS SHOWN HEREON.

12 Easement from Richard A. Miller and Maureen R. Miller to the inhabitants of the City of Lewiston dated January 15, 1980 and recorded April 3, 1981 in the Androscoggin County Registry of Deeds in Book 1511, Page 176. DOES AFFECT THE SURVEY TRACT AND IS SHOWN HEREON.

13 Quit Claim Covenant Deed of an Easement from Cumberland Farms, Inc. to 727 Associates dated July 20, 1987 and recorded August 18, 1987 in the Androscoggin County Registry of Deeds in Book 2138, Page 82, and rights of others in and to the easement therein. INGRESS/EGRESS EASEMENT AND R.O.W FOR SNOW & ICE REMOVAL AND BUILDING MAINTENANCE DO AFFECT THE SURVEY TRACT AND ARE SHOWN HEREON.

14 Quit Claim Covenant Deed from Cumberland Farms, Inc. to 727 Associates dated November 16, 1987 and recorded in the Androscoggin County Registry of Deeds in Book 2178, Page 31. SAME AS EXCEPTION #13.

15 Easement from V.H.S. Realty, Inc. to Central Maine Power Company dated July 7, 1982 and recorded in the Androscoggin County Registry of Deeds in Book 1607, Page 138. SAME AS EXCEPTION 11. DOES AFFECT THE SURVEY TRACT AND IS SHOWN HEREON.

16 To the extent that it affects the premises conveyed in the deed from 727 Associates to Cumberland Farms, Inc. (Book 2138, Page 80) an Order of Condemnation and Taking by Eminent Domain by the City of Lewiston for a perpetual storm drain and easement dated April 15, 1980 and recorded in the Oxford County Registry of Deeds in Book 1455, Page 236. DOES NOT AFFECT. NOT LOCATED ON THE SURVEY TRACT

SCHEDULE B-2 EXCEPTIONS–MAP 170 LOT 31

10 Notice of Layout and Taking by the State of Maine, Department of Transportation dated August 31, 1988 and recorded at the Androscoggin County Registry of Deeds in Book 2311, Page 60 DOES NOT AFFECT THE SURVEY TRACT AS IT IS THE CURRENT RIGHT OF WAY LINE FOR MAIN STREET.

11 Easement from Outer Main Street Association to Central Maine Power Company that may affect the right of way portion (Book 1852, Page 277) of the subject premises recorded in the Androscoggin County Registry of Deeds in Book 1838, Page 338. EASEMENT IS NOT LOCATED WITHIN THE RIGHT OF WAY AND DOES NOT AFFECT THE SURVEY TRACT.

12 Terms and conditions of a 99 Year Lease agreement of which there is a Memorandum of Lease between Aubuchon Realty Company, Inc. and Outer Main Street Associates dated August 8, 1985, and recorded in the Androscoggin County Registry of Deeds in Book 1852, Page 273. Said Lease has been assigned by Outer Main Street Associates to Auburn Marketplace, LLC by assignment(s) recorded in Androscoggin County Registry of Deeds in Book 3834, Page 194, and Book 3897, Page 148. Said Lease has further been assigned by Auburn Marketplace, LLC to Marketplace Investment Group, LLC. DOES AFFECT THE SURVEY TRACT AND IS SHOWN HEREON.

13 Any conditions, requirements, rights of way, or other matters affecting the title to the premises which may be shown or referenced on a survey entitled "Site Plan Aubuchon Hardware Expansion" dated April 6, 2009 by SurveyWorks, Inc. and recorded in the Androscoggin County Registry of Deeds as Plan Book 47, Page 128. INGRESS AND EGRESS EASEMENT AREA APPURTENANT TO THE SURVEY TRACT IS SHOWN HEREON. PARKING AREA LEASE DOES AFFECT THE SURVEY TRACT AND IS SHOWN HEREON.

CERTIFICATION:

TO: CUMBERLAND FARMS, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 7B, 8, 9, 10, 11B, 12, 13 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 25, 2016.

STATE OF MAINE GORDON D. HISLOP JR. 2293 PROFESSIONAL LAND SURVEYOR

Gordon D. Hislop Jr. 8/19/16

PROFESSIONAL LAND SURVEYOR

DATE OF MAP OR PLAT: APRIL 8, 2016

LEGEND

VGC	VERTICAL GRANITE CURB		UTILITY POLE
BCC	BITUMINOUS CONCRETE LIP CURBING		DRAIN MANHOLE
	OVERHEAD SERVICE WIRES		SEWER MANHOLE
	DOUBLE SOLID YELLOW LINE		TELEPHONE MANHOLE
	BROKEN WHITE LINE		CATCH BASIN
	SIGN	W	WATER LINE
	OBSERVATION WELL		WATER VALVE
	TREELINE		FIRE HYDRANT
190	CONTOUR ELEVATION		GAS VALVE
+53.34	SPOT ELEVATION		
G	GAS LINE	10 (10)	TITLE EXCEPTION NO.

PLAN REFERENCES:

1) PLAN OF THE CUMBERLAND FARMS LOT. COPY OBTAINED FROM THE CITY OF LEWISTON PUBLIC WORKS DEPARTMENT.

2) SITE PLAN AUBUCHON HARDWARE EXPANSION 691 MAIN STREET LEWISTON, MAINE ANDROSCOGGIN COUNTY PREPARED FOR AUBUCHON REALTY COMPANY, INC.; SCALE: 1"=20'; DATE: APRIL 6, 2009 BY SURVEY WORKS, INC. ANDROSCOGGIN COUNTY REGISTRY OF DEEDS IN PLAN BOOK 47 PAGE 128.

3) SITE PLAN SKETCH SIGN PROPOSAL CUMBERLAND FARMS, INC.; DATE: 02/01/11; SCALE: 1"=30' BY SIGHTLINES, ENGINEERS PLANNERS.

4) STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE HIGHWAY "15" LEWISTON ANDROSCOGGIN COUNTY STATE PROJECT NO. 003005.00; D.O.T. FILE NO. 1-191; SCALE: 1"=25'; DATE: JULY 1988.

OWNERS OF RECORD:

MAP 170 LOT 29	MAP 170 LOT 31
CUMBERLAND FARMS INC.	AUBUCHON REALTY CO. INC.
100 CROSSING BLVD #9003	23 WEST MAIN STREET
FRAMINGHAM, MA 01702	WESTMINSTER, MA 01473
BOOK 1586 PAGE 307	BOOK 1760 PAGE 140 & 141

NOTES:

1) ZONE: CB – COMMUNITY BUSINESS
MIN. LOT SIZE: NONE
MIN. LOT FRONTAGE: 100 Ft.
SETBACKS:
FRONT 20 Ft.
SIDE 20 Ft.
REAR 20 Ft.
REFER TO THE CITY OF LEWISTON ZONING ORDINANCE FOR VERIFICATION, ADDITIONAL RESTRICTIONS AND PERMITTED USES.

2) LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE ONLY. ADDITIONAL UNDERGROUND UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED.

3) ELEVATIONS SHOWN HEREON ARE ON AN ASSUMED DATUM. CURB ELEVATIONS SHOWN ARE AT THE "TOE" OF CURB. CURBS ARE 0.50'± HIGH.

4) THE SURVEY TRACT IS LOCATED IN FLOOD ZONE 'X' AS TAKEN FROM THE FEMA FLOOD INSURANCE RATE MAP FOR ANDROSCOGGIN COUNTY, MAINE (ALL JURISDICTIONS) PANEL 327 OF 470; MAP NUMBER 23001C032 7E; EFFECTIVE DATE: JULY 8, 2013.

5) MAP 170 LOT 31: REFER TO FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE No. NCS-774304-HOU1, EFFECTIVE DATE: FEBRUARY 11, 2016 AT 4:00 P.M.
MAP 170 LOT 29: REFER TO FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE No. NCS-774304-A, EFFECTIVE DATE: FEBRUARY 11, 2016 AT 4:00 P.M.

6) NONE OF THE SURVEY TRACT LIES WITHIN THE BOUNDS OF ANY ADJACENT STREETS, ROADS OR WAYS.

MHF Design Consultants, Inc.
44 Stiles Road, Suite One
Salem, New Hampshire 03079
(603) 893-0720
ENGINEERS • PLANNERS • SURVEYORS
www.mhfdesign.com

REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION

60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

691 & 701 MAIN STREET

LEWISTON, MAINE

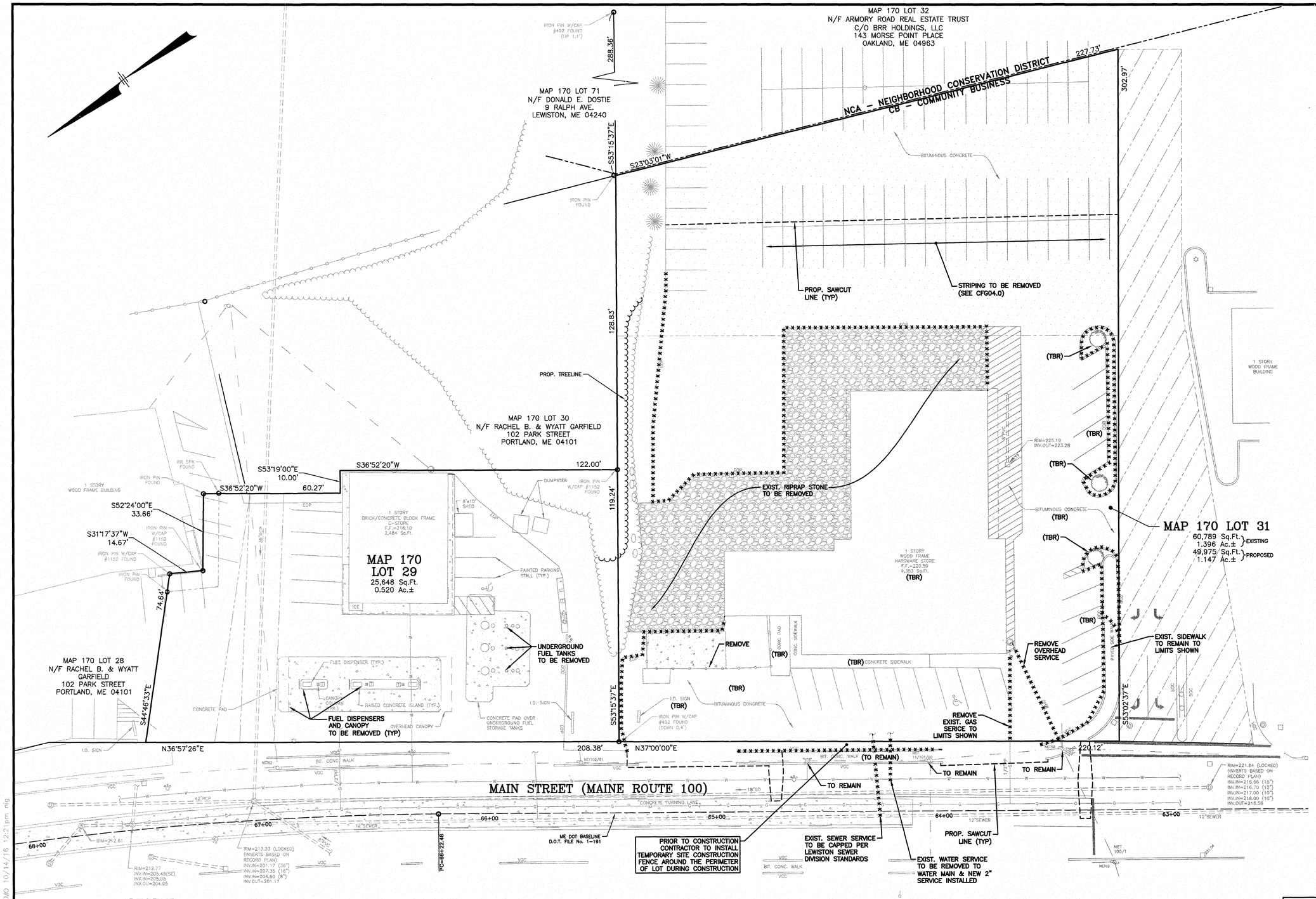
ALTA/ACSM LAND TITLE SURVEY

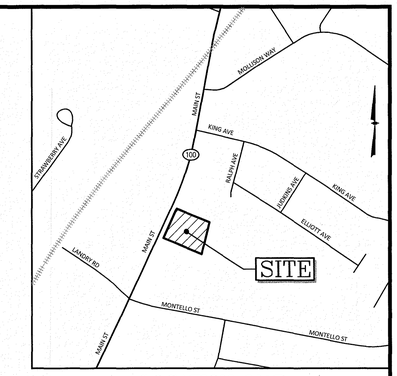
Cumberland FARMS

CUMBERLAND FARMS, INC.
100 Crossing Boulevard
Framingham, MA 01702

SCALE:	1" = 20'
DATE:	AUGUST 18, 2016
FILE:	3935TWS.DWG
DRAWN BY:	MJK
	CFG02.0

F:\Projects\CAD\393516\393516TWS.dwg PLAN 8/19/16 12:09pm cmt





LOCATION MAP

(NOT TO SCALE)

NOTES:

1) A DEMOLITION PERMIT MUST BE OBTAINED FROM THE CITY OF LEWISTON PRIOR TO COMMENCEMENT OF WORK. ALL EXISTING UTILITY DISCONNECTIONS MUST BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.

2) ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN STRICT ADHERENCE TO ALL FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR TO INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH GRADING & DRAINAGE PLAN PRIOR TO BEGINNING DEMOLITION ACTIVITIES.

3) PROCEED WITH DEMOLITION IN A SYSTEMATIC MANNER, FROM THE TOP OF THE STRUCTURE(S) TO THE GROUND.

4) DEMOLISH CONCRETE IN ALL SECTIONS.

5) BREAK UP CONCRETE SLABS-ON-GRADE, UNLESS OTHERWISE DIRECTED BY THE CONSTRUCTION MANAGER.

6) CONDUCT ALL DEMOLITION OPERATIONS IN A MANNER THAT WILL PREVENT INJURY, DAMAGE TO STRUCTURES, ADJACENT BUILDINGS AND ALL PERSONS.

7) REFRAIN FROM USING EXPLOSIVES WITHOUT PRIOR WRITTEN CONSENT OF THE DEVELOPER AND APPLICABLE GOVERNMENTAL AUTHORITIES.

8) CONDUCT DEMOLITION SERVICES IN SUCH A MANNER TO INSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED FACILITIES WITHOUT PRIOR WRITTEN PERMISSION OF THE DEVELOPER AND APPLICABLE GOVERNMENTAL AUTHORITIES. PROVIDE ALTERNATIVE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY APPLICABLE GOVERNMENTAL REGULATIONS.

9) USE WATERING, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS, AS NECESSARY TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. RETURN ALL ADJACENT AREAS TO THE CONDITIONS EXISTING PRIOR TO THE START OF WORK.

10) ACCOMPLISH AND PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE UNAUTHORIZED ENTRY OF PERSONS AT ANY TIME.

11) COMPLETELY FILL BELOW GRADE AREAS AND VOIDS RESULTING FROM THE DEMOLITION OF STRUCTURES AND FOUNDATIONS WITH SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. STONES USED WILL NOT BE LARGER THAT 6 INCHES IN DIMENSION. MATERIAL FROM DEMOLITION MAY NOT BE USED AS FILL. PRIOR TO PLACEMENT OF FILL MATERIALS, UNDERTAKE ALL NECESSARY ACTION IN ORDER TO INSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROZEN MATERIAL, TRASH, DEBRIS. PLACE FILL MATERIALS LAYERS NOT EXCEEDING 6 INCHES IN LOOSE DEPTH AND COMPACT EACH LAYER AT PLACEMENT TO 95% OPTIMUM DENSITY, GRADE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE SURFACE DRAINAGE.

12) REMOVE FROM THE DESIGNATED SITE, AT THE EARLIEST POSSIBLE TIME, ALL DEBRIS RUBBISH, SALVAGEABLE ITEMS, HAZARDOUS AND COMBUSTIBLE SERVICES. REMOVED MATERIALS MAY NOT BE STORED, SOLD OR BURNED ON SITE. REMOVAL OF HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROCEDURES AS AUTHORIZED BY THE FIRE DEPARTMENT OR OTHER APPROPRIATE REGULATORY AGENCIES AND DEPARTMENTS.

13) DISCONNECT, SHUT OFF AND SEAL ALL UTILITIES SERVING THE STRUCTURE(S) TO BE DEMOLISHED BEFORE THE COMMENCEMENT OF THE DESIGNATED DEMOLITION. MARK FOR POSITION ALL UTILITY DRAINAGE AND SANITARY LINES AND PROTECT ALL ACTIVE LINES. CLEARLY IDENTIFY BEFORE THE COMMENCEMENT OF DEMOLITION SERVICES THE REQUIRED INTERRUPTION OF ACTIVE SYSTEMS THAT MAY AFFECT OTHER PARTIES, AND NOTIFY ALL APPLICABLE UTILITY COMPANIES TO INSURE THE CONTINUATION OF SERVICE.

14) PROTECT EXISTING DRAINAGE SYSTEM(S) AS NECESSARY TO PREVENT SEDIMENT FROM ENTERING DURING CONSTRUCTION. SEE DETAIL SHEETS FOR EROSION CONTROL DEVICES.

15) ALL WORK WITHIN ROADWAY RIGHT-OF-WAYS TO CONFORM TO CITY OF LEWISTON AND MDOT STANDARDS.

16) THE LIMITS OF WORK SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION OR SITE CLEARING.

17) IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY "DIG SAFE" (1-888-344-7233) 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE.

18) NOTES ON THIS PLAN THAT READ "TBR" REPRESENT FEATURES TO BE REMOVED. ANY FEATURES NOT LABELED "TBR" OR "TO BE REMOVED" SHALL BE CONSIDERED EXISTING TO REMAIN.

GRAPHIC SCALE

30 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

	UTILITY POLE		OVERHEAD SERVICE WIRES
	DRAIN MANHOLE	DDYL	DOUBLE SOLID YELLOW LINE
	SEWER MANHOLE	SSWL	SINGLE SOLID WHITE LINE
	TELEPHONE MANHOLE		SIGN
	CATCH BASIN		OBSERVATION WELL
W	WATER LINE		TREELINE
	WATER VALVE	190	CONTOUR ELEVATION
	FIRE HYDRANT	G	GAS LINE
GV	GAS VALVE	(TBR)	TO BE REMOVED
			TO BE REMOVED

811 DigSafe MA-ME-NH-RI-VT

OWNERS OF RECORD:

MAP 170 LOT 29
CUMBERLAND FARMS INC.
100 CROSSING BLVD #9003
FRAMINGHAM, MA 01702
BOOK 1586 PAGE 307

MAP 170 LOT 31
AUBUCHON REALTY CO. INC.
23 WEST MAIN STREET
WESTMINSTER, MA 01473
BOOK 1760 PAGE 140 & 141

STATE OF MAINE
FRANK C. MONTEIRO
7201
LICENSED PROFESSIONAL ENGINEER
10/17/16

REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET
1.396 ACRES
V# OFFSET
STORE# OFFSET
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691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE:	1"=20'
DATE:	AUGUST 18, 2016
FILE:	3935SP.DWG
DRAWN BY:	MHF
CHECKED BY:	MHF

DEMOLITION PLAN

CFG03.0

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TABLE OF ZONING REGULATIONS – LEWISTON, MAINE

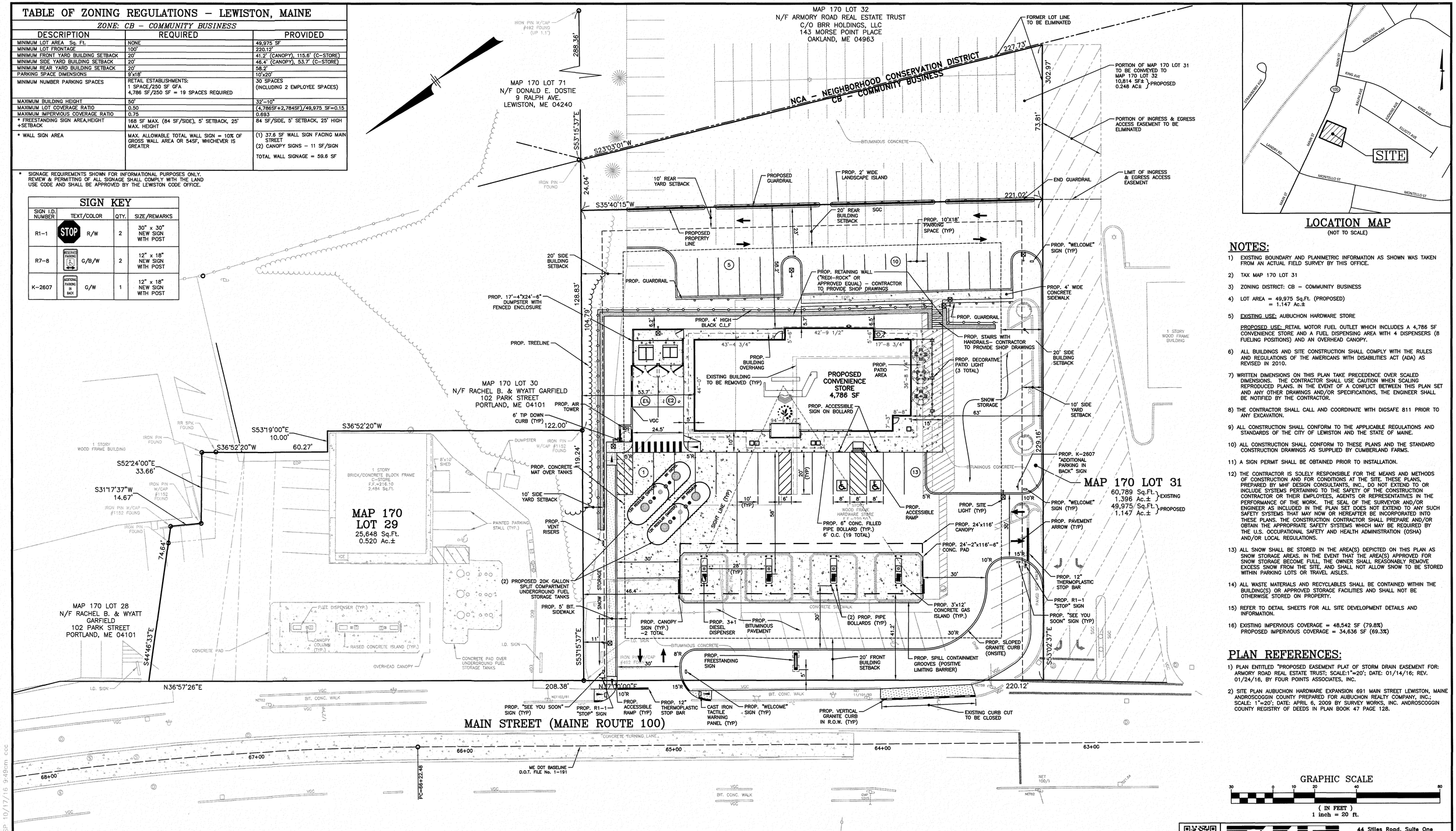
ZONE: CB – COMMUNITY BUSINESS

DESCRIPTION	REQUIRED	PROVIDED
MINIMUM LOT AREA Sq. Ft.	NONE	49,975 SF
MINIMUM LOT FRONTAGE	100'	220.12'
MINIMUM FRONT YARD BUILDING SETBACK	20'	41.2' (CANOPY), 115.6' (C–STORE)
MINIMUM SIDE YARD BUILDING SETBACK	20'	46.4' (CANOPY), 53.7' (C–STORE)
MINIMUM REAR YARD BUILDING SETBACK	20'	58.2'
PARKING SPACE DIMENSIONS	9'x18'	10'x20'
MINIMUM NUMBER PARKING SPACES	RETAIL ESTABLISHMENTS: 1 SPACE/250 SF GFA 4,786 SF/250 SF = 19 SPACES REQUIRED	30 SPACES (INCLUDING 2 EMPLOYEE SPACES)
MAXIMUM BUILDING HEIGHT	50'	32'–10"
MAXIMUM LOT COVERAGE RATIO	0.50	(4,786SF+2,784SF)/49,975 SF=0.15
MAXIMUM IMPERVIOUS COVERAGE RATIO	0.75	0.693
* FREESTANDING SIGN AREA,HEIGHT +SETBACK	168 SF MAX. (84 SF/SIDE), 5' SETBACK, 25' MAX. HEIGHT	84 SF/SIDE, 5' SETBACK, 25' HIGH
* WALL SIGN AREA	MAX. ALLOWABLE TOTAL WALL SIGN = 10% OF GROSS WALL AREA OR 54SF, WHICHEVER IS GREATER	(1) 37.6 SF WALL SIGN FACING MAIN STREET (2) CANOPY SIGNS – 11 SF/SIGN TOTAL WALL SIGNAGE = 59.6 SF

* SIGNAGE REQUIREMENTS SHOWN FOR INFORMATIONAL PURPOSES ONLY. REVIEW & PERMITTING OF ALL SIGNAGE SHALL COMPLY WITH THE LAND USE CODE AND SHALL BE APPROVED BY THE LEWISTON CODE OFFICE.

SIGN KEY

SIGN I.D. NUMBER	TEXT/COLOR	QTY.	SIZE/REMARKS
R1–1	STOP R/W	2	30" x 30" NEW SIGN WITH POST
R7–8	RESERVED PARKING G/B/W	2	12" x 18" NEW SIGN WITH POST
K–2607	ADDITIONAL PARKING IN BACK G/W	1	12" x 18" NEW SIGN WITH POST



LOCATION MAP

(NOT TO SCALE)

NOTES:

1) EXISTING BOUNDARY AND PLANIMETRIC INFORMATION AS SHOWN WAS TAKEN FROM AN ACTUAL FIELD SURVEY BY THIS OFFICE.

2) TAX MAP 170 LOT 31

3) ZONING DISTRICT: CB – COMMUNITY BUSINESS

4) LOT AREA = 49,975 Sq.Ft. (PROPOSED) = 1.147 Ac.±

5) EXISTING USE: AUBUCHON HARDWARE STORE

PROPOSED USE: RETAIL MOTOR FUEL OUTLET WHICH INCLUDES A 4,786 SF CONVENIENCE STORE AND A FUEL DISPENSING AREA WITH 4 DISPENSERS (8 FUELING POSITIONS) AND AN OVERHEAD CANOPY.

6) ALL BUILDINGS AND SITE CONSTRUCTION SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AS REVISED IN 2010.

7) WRITTEN DIMENSIONS ON THIS PLAN TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL USE CAUTION WHEN SCALING REPRODUCED PLANS. IN THE EVENT OF A CONFLICT BETWEEN THIS PLAN SET AND ANY OTHER DRAWINGS AND/OR SPECIFICATIONS, THE ENGINEER SHALL BE NOTIFIED BY THE CONTRACTOR.

8) THE CONTRACTOR SHALL CALL AND COORDINATE WITH DIGSAFE 811 PRIOR TO ANY EXCAVATION.

9) ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE REGULATIONS AND STANDARDS OF THE CITY OF LEWISTON AND THE STATE OF MAINE.

10) ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND THE STANDARD CONSTRUCTION DRAWINGS AS SUPPLIED BY CUMBERLAND FARMS.

11) A SIGN PERMIT SHALL BE OBTAINED PRIOR TO INSTALLATION.

12) THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND FOR CONDITIONS AT THE SITE. THESE PLANS, PREPARED BY MHF DESIGN CONSULTANTS, INC., DO NOT EXTEND TO OR INCLUDE SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE SURVEYOR AND/OR ENGINEER AS INCLUDED IN THE PLAN SET DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE AND/OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS WHICH MAY BE REQUIRED BY THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND/OR LOCAL REGULATIONS.

13) ALL SNOW SHALL BE STORED IN THE AREA(S) DEPICTED ON THIS PLAN AS SNOW STORAGE AREAS. IN THE EVENT THAT THE AREA(S) APPROVED FOR SNOW STORAGE BECOME FULL, THE OWNER SHALL REASONABLY REMOVE EXCESS SNOW FROM THE SITE, AND SHALL NOT ALLOW SNOW TO BE STORED WITHIN PARKING LOTS OR TRAVEL AISLES.

14) ALL WASTE MATERIALS AND RECYCLABLES SHALL BE CONTAINED WITHIN THE BUILDING(S) OR APPROVED STORAGE FACILITIES AND SHALL NOT BE OTHERWISE STORED ON PROPERTY.

15) REFER TO DETAIL SHEETS FOR ALL SITE DEVELOPMENT DETAILS AND INFORMATION.

16) EXISTING IMPERVIOUS COVERAGE = 48,542 SF (79.8%)
PROPOSED IMPERVIOUS COVERAGE = 34,636 SF (69.3%)

PLAN REFERENCES:

1) PLAN ENTITLED "PROPOSED EASEMENT PLAT OF STORM DRAIN EASEMENT FOR: ARMORY ROAD REAL ESTATE TRUST; SCALE:1"=20'; DATE: 01/14/16; REV. 01/24/16, BY FOUR POINTS ASSOCIATES, INC.

2) SITE PLAN AUBUCHON HARDWARE EXPANSION 691 MAIN STREET LEWISTON, MAINE ANDROSCOGGIN COUNTY PREPARED FOR AUBUCHON REALTY COMPANY, INC.; SCALE: 1"=20'; DATE: APRIL 6, 2009 BY SURVEY WORKS, INC. ANDROSCOGGIN COUNTY REGISTRY OF DEEDS IN PLAN BOOK 47 PAGE 128.

GRAPHIC SCALE

30 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

VGC	VERTICAL GRANITE CURB		UTILITY POLE
SGC	SLOPED GRANITE CURBING		DRAIN MANHOLE
	OVERHEAD SERVICE WIRES		SEWER MANHOLE
DSYL	DOUBLE SOLID YELLOW LINE		TELEPHONE MANHOLE
BWL	BROKEN WHITE LINE		CATCH BASIN
	SIGN	W	WATER LINE
	OBSERVATION WELL		WATER VALVE
	TREELINE		FIRE HYDRANT
190	CONTOUR ELEVATION		GAS VALVE
+55.54	SPOT ELEVATION		
G	GAS LINE		

811 DigSafe MA.ME.NH.RI.VT

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100 CROSSING BLVD #9003	23 WEST MAIN STREET
FRAMINGHAM, MA 01702	WESTMINSTER, MA 01473
BOOK 1586 PAGE 307	BOOK 1760 PAGE 140 & 141

FINAL APPROVAL BY LEWISTON PLANNING BOARD

CERTIFIED BY: DATE:

STATE OF MAINE FRANK C. MONTEIRO 7201 LICENSED PROFESSIONAL ENGINEER 10/17/16

REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET
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V# OFFSET
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691 MAIN STREET
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SITE PLAN

SCALE: 1"=20'
DATE: AUGUST 18, 2016
FILE: 3935SP.DWG
DRAWN BY: MHF
CHECKED BY: MHF
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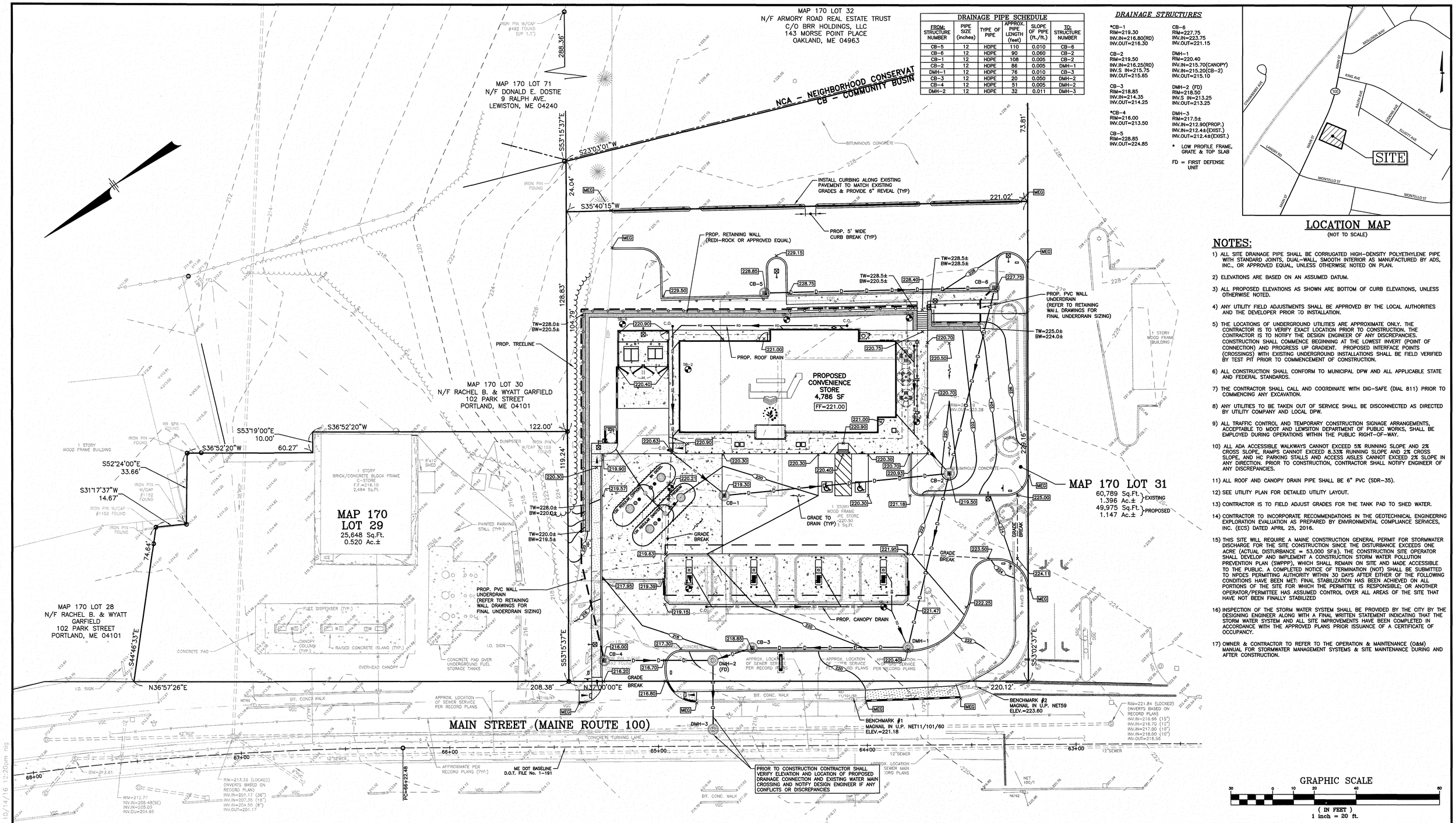

DRAINAGE PIPE SCHEDULE

FROM: STRUCTURE NUMBER	PIPE SIZE (inches)	TYPE OF PIPE	APPROX. PIPE LENGTH (feet)	SLOPE OF PIPE (ft./ft.)	TO: STRUCTURE NUMBER
CB-5	12	HDPE	110	0.010	CB-6
CB-6	12	HDPE	90	0.060	CB-2
CB-1	12	HDPE	108	0.005	CB-2
CB-2	12	HDPE	86	0.005	DMH-1
DMH-1	12	HDPE	76	0.010	CB-3
CB-3	12	HDPE	20	0.050	DMH-2
CB-4	12	HDPE	51	0.005	DMH-2
DMH-2	12	HDPE	32	0.011	DMH-3

DRAINAGE STRUCTURES

*CB-1
RIM=219.30
INV.IN=216.80(RD)
INV.OUT=216.30

CB-2
RIM=219.50
INV.IN=216.25(RD)
INV.S IN=215.75
INV.OUT=215.65

CB-3
RIM=218.85
INV.IN=214.35
INV.OUT=214.25

*CB-4
RIM=216.00
INV.OUT=213.50

CB-5
RIM=228.85
INV.OUT=224.85

CB-6
RIM=227.75
INV.IN=223.75
INV.OUT=221.15

DMH-1
RIM=220.40
INV.IN=215.70(CANOPY)
INV.IN=215.20(CB-2)
INV.OUT=215.10

DMH-2 (FD)
RIM=218.50
INV.S IN=213.25
INV.OUT=213.25

DMH-3
RIM=217.5±
INV.IN=212.90(PROP.)
INV.IN=212.4±(EXIST.)
INV.OUT=212.4±(EXIST.)

* LOW PROFILE FRAME, GRATE & TOP SLAB

FD = FIRST DEFENSE UNIT

LOCATION MAP

(NOT TO SCALE)

NOTES:

1) ALL SITE DRAINAGE PIPE SHALL BE CORRUGATED HIGH-DENSITY POLYETHYLENE PIPE WITH STANDARD JOINTS, DUAL-WALL, SMOOTH INTERIOR AS MANUFACTURED BY ADS, INC., OR APPROVED EQUAL, UNLESS OTHERWISE NOTED ON PLAN.

2) ELEVATIONS ARE BASED ON AN ASSUMED DATUM.

3) ALL PROPOSED ELEVATIONS AS SHOWN ARE BOTTOM OF CURB ELEVATIONS, UNLESS OTHERWISE NOTED.

4) ANY UTILITY FIELD ADJUSTMENTS SHALL BE APPROVED BY THE LOCAL AUTHORITIES AND THE DEVELOPER PRIOR TO INSTALLATION.

5) THE LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR IS TO VERIFY EXACT LOCATION PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES. CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND INSTALLATIONS SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

6) ALL CONSTRUCTION SHALL CONFORM TO MUNICIPAL DPW AND ALL APPLICABLE STATE AND FEDERAL STANDARDS.

7) THE CONTRACTOR SHALL CALL AND COORDINATE WITH DIG-SAFE (DIAL 811) PRIOR TO COMMENCING ANY EXCAVATION.

8) ANY UTILITIES TO BE TAKEN OUT OF SERVICE SHALL BE DISCONNECTED AS DIRECTED BY UTILITY COMPANY AND LOCAL DPW.

9) ALL TRAFFIC CONTROL AND TEMPORARY CONSTRUCTION SIGNAGE ARRANGEMENTS, ACCEPTABLE TO MDOT AND LEWSITON DEPARTMENT OF PUBLIC WORKS, SHALL BE EMPLOYED DURING OPERATIONS WITHIN THE PUBLIC RIGHT-OF-WAY.

10) ALL ADA ACCESSIBLE WALKWAYS CANNOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE, RAMPS CANNOT EXCEED 8.33% RUNNING SLOPE AND 2% CROSS SLOPE, AND HC PARKING STALLS AND ACCESS AISLES CANNOT EXCEED 2% SLOPE IN ANY DIRECTION. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.

11) ALL ROOF AND CANOPY DRAIN PIPE SHALL BE 6" PVC (SDR-35).

12) SEE UTILITY PLAN FOR DETAILED UTILITY LAYOUT.

13) CONTRACTOR IS TO FIELD ADJUST GRADES FOR THE TANK PAD TO SHED WATER.

14) CONTRACTOR TO INCORPORATE RECOMMENDATIONS IN THE GEOTECHNICAL ENGINEERING EXPLORATION EVALUATION AS PREPARED BY ENVIRONMENTAL COMPLIANCE SERVICES, INC. (ECS) DATED APRIL 25, 2016.

15) THIS SITE WILL REQUIRE A MAINE CONSTRUCTION GENERAL PERMIT FOR STORMWATER DISCHARGE FOR THE SITE CONSTRUCTION SINCE THE DISTURBANCE EXCEEDS ONE ACRE (ACTUAL DISTURBANCE = 53,000 SF±). THE CONSTRUCTION SITE OPERATOR SHALL DEVELOP AND IMPLEMENT A CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WHICH SHALL REMAIN ON SITE AND MADE ACCESSIBLE TO THE PUBLIC. A COMPLETED NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO NPDES PERMITTING AUTHORITY WITHIN 30 DAYS AFTER EITHER OF THE FOLLOWING CONDITIONS HAVE BEEN MET: FINAL STABILIZATION HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE; OR ANOTHER OPERATOR/PERMITTEE HAS ASSUMED CONTROL OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED

16) INSPECTION OF THE STORM WATER SYSTEM SHALL BE PROVIDED BY THE CITY BY THE DESIGNING ENGINEER ALONG WITH A FINAL WRITTEN STATEMENT INDICATING THAT THE STORM WATER SYSTEM AND ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

17) OWNER & CONTRACTOR TO REFER TO THE OPERATION & MAINTENANCE (O&M) MANUAL FOR STORMWATER MANAGEMENT SYSTEMS & SITE MAINTENANCE DURING AND AFTER CONSTRUCTION.

GRAPHIC SCALE
30 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

LEGEND

VERTICAL GRANITE CURB	UTILITY POLE	C.O.	PROP. CLEANOUT
BITUMINOUS CONCRETE LIP CURBING	DRAIN MANHOLE	CB-1	PROP. CATCH BASIN
OVERHEAD SERVICE WIRES	SEWER MANHOLE	DMH-1	PROP. DRAIN MANHOLE
DOUBLE SOLID YELLOW LINE	TELEPHONE MANHOLE	MEG	MEET EXISTING GRADE
BROKEN WHITE LINE	CATCH BASIN	331.25	PROP. SPOT ELEVATION
SIGN	WATER LINE	330	PROP. CONTOUR ELEVATION
OBSERVATION WELL	WATER VALVE	TW=	TOP OF WALL ELEV.
TREELINE	FIRE HYDRANT	BW=	BOTTOM OF WALL ELEV.
CONTOUR ELEVATION	GAS VALVE	SB-4	GEOTECHNICAL BORING BY ECS
SPOT ELEVATION			
GAS LINE			

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OWNERS OF RECORD:

MAP 170 LOT 29
CUMBERLAND FARMS INC.
100 CROSSING BLVD #9003
FRAMINGHAM, MA 01702
BOOK 1586 PAGE 307

MAP 170 LOT 31
AUBUCHON REALTY CO. INC.
23 WEST MAIN STREET
WESTMINSTER, MA 01473
BOOK 1760 PAGE 140 & 141

STATE OF MAINE
FRANK C. MONTEIRO
7201
LICENSED
PROFESSIONAL ENGINEER
10/17/16

REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION
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60,789 SQUARE FEET
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691 MAIN STREET
LEWISTON, MAINE

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CUMBERLAND FARMS INC.
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FRAMINGHAM, MA 01702

SCALE: 1"=20'
DATE: AUGUST 18, 2016
FILE: 3935SP.DWG
DRAWN BY: MHF
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GRADING & DRAINAGE PLAN

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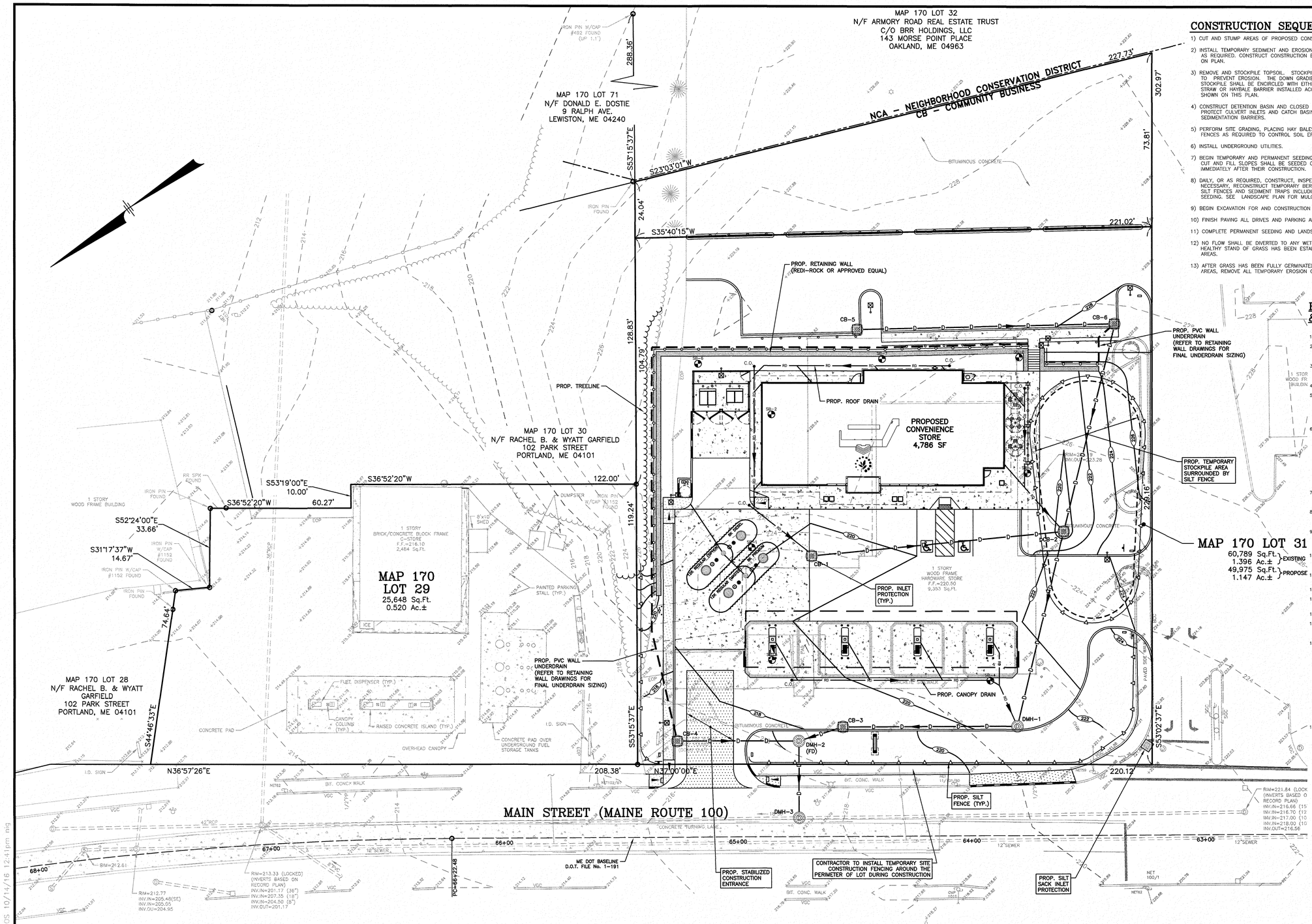


CONSTRUCTION SEQUENCE:

1) CUT AND STUMP AREAS OF PROPOSED CONSTRUCTION.

2) INSTALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AS REQUIRED. CONSTRUCT CONSTRUCTION ENTRANCE AS SHOWN ON PLAN.

3) REMOVE AND STOCKPILE TOPSOIL. STOCKPILE SHALL BE SEEDED TO PREVENT EROSION. THE DOWN GRADIENT PORTION OF THE STOCKPILE SHALL BE ENCIRCLED WITH EITHER SILT FENCE OR A STRAW OR HAYBALE BARRIER INSTALLED ACCORDING TO DETAILS SHOWN ON THIS PLAN.

4) CONSTRUCT DETENTION BASIN AND CLOSED DRAINAGE SYSTEM. PROTECT CULVERT INLETS AND CATCH BASINS WITH SEDIMENTATION BARRIERS.

5) PERFORM SITE GRADING, PLACING HAY BALES AND SILTATION FENCES AS REQUIRED TO CONTROL SOIL EROSION.

6) INSTALL UNDERGROUND UTILITIES.

7) BEGIN TEMPORARY AND PERMANENT SEEDING AND MULCHING. ALL CUT AND FILL SLOPES SHALL BE SEEDED OR MULCHED IMMEDIATELY AFTER THEIR CONSTRUCTION.

8) DAILY, OR AS REQUIRED, CONSTRUCT, INSPECT, AND IF NECESSARY, RECONSTRUCT TEMPORARY BERMS, DRAINS, DITCHES, SILT FENCES AND SEDIMENT TRAPS INCLUDING MULCHING AND SEEDING. SEE LANDSCAPE PLAN FOR MULCHING SPECIFICATIONS.

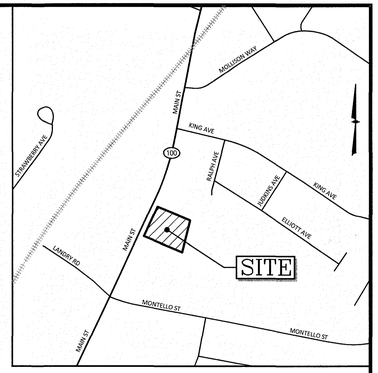
9) BEGIN EXCAVATION FOR AND CONSTRUCTION OF BUILDINGS.

10) FINISH PAVING ALL DRIVES AND PARKING AREAS.

11) COMPLETE PERMANENT SEEDING AND LANDSCAPING.

12) NO FLOW SHALL BE DIVERTED TO ANY WETLANDS UNTIL A HEALTHY STAND OF GRASS HAS BEEN ESTABLISHED IN REGRADED AREAS.

13) AFTER GRASS HAS BEEN FULLY GERMINATED IN ALL SEEDED AREAS, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.



LOCATION MAP

(NOT TO SCALE)

EROSION CONTROL MEASURES & MAINTENANCE

1. DURING CONSTRUCTION AND THEREAFTER, EROSION CONTROL MEASURES ARE TO BE IMPLEMENTED AS NOTED:
2. INSTALLATION OF STONE CHECK DAMS, SILTATION FENCES AND ORANGE CONSTRUCTION FENCE SHALL BE COMPLETED PRIOR TO THE START OF THE SITE WORK IN ANY GIVEN AREA. PREFABRICATED SILTATION FENCES SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
3. STONE CHECK DAMS, SILTATION FENCES, AND ORANGE CONSTRUCTION FENCE SHALL BE KEPT CLEAN DURING CONSTRUCTION AND REMOVED WHEN ALL SLOPES HAVE A HEALTHY STAND OF VEGETATIVE COVER. EROSION CONTROL MEASURES SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EVERY 0.5" OF RAINFALL.
4. EXISTING VEGETATION IS TO REMAIN UNDISTURBED WHEREVER POSSIBLE.
5. THE AREA OF LAND EXPOSED AND THE TIME OF EXPOSURE SHALL BE MINIMIZED. ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 72 HOURS AFTER FINAL GRADING WITH EITHER PERMANENT MEASURES OR TEMPORARY MEASURES. IN NO CASE SHALL ANY DISTURBED AREAS BE LEFT UNSTABILIZED WITH EITHER PERMANENT OR TEMPORARY EROSION CONTROL MEASURES FOR MORE THAN 72 HOURS, OR AS NEEDED TO ENSURE SUFFICIENT STABILIZATION DUE TO WEATHER OR OTHER CONDITIONS. SIMULTANEOUS WORK IN MULTIPLE AREAS MAY BE PERMITTED AS NEEDED, SUBJECT TO THE ABOVE, HOWEVER THE CONTRACTOR SHALL NOT DISTURB AREAS THAT CANNOT REASONABLY BE PROPERLY STABILIZED AND MAINTAINED WITHIN 72 HOURS.
6. ALL DISTURBED AREAS SHALL HAVE A MINIMUM OF 6" OF LOAM INSTALLED WITH MIX. SEED MIXTURE SHALL BE:
   - A. SLOPE AND DETENTION MIX – 1.5LBS/1000SF (TYPE 2):
     - PERENNIAL SWEET PEA – 20%
     - WILD LUPINE – 20%
     - SNOWY TICK TREFOIL – 15%
     - WHITE CLOVER – 15%
   - B. MIX: LAWN: MIX – 3LBS/1000SF (TYPE 1):
     - PERENNIAL RYEGRASS – 10%
     - ANNUAL RYEGRASS – 5%
     - KENTUCKY BLUEGRASS – 25%
     - CREEPING RED FESCUE – 45%
     - CHEWINGS RYEGRASS – 15%
7. LIME AND FERTILIZER SHALL BE INCORPORATED INTO THE SOIL PRIOR TO OR AT THE TIME OF SEEDING. A MINIMUM OF 2 TONS PER ACRE OF AGRICULTURAL LIMESTONE AND 300 LBS. PER ACRE OF 10–10–10 FERTILIZER SHALL BE APPLIED. SEEDING PRACTICES SHALL COMPLY WITH LOCAL USDA SOIL CONSERVATION SERVICES RECOMMENDATIONS.
8. HAY MULCH AND SLOPE PROTECTION BLANKET SHALL BE USED WHERE INDICATED ON THE PLANS. A MINIMUM OF 1.5 TONS OF MULCH PER ACRE SHALL BE APPLIED. MULCH SHALL BE ANCHORED IN PLACE WHERE NECESSARY. SLOPE PROTECTION BLANKET SHALL BE LAID IN THE DIRECTION OF RUNOFF FLOW AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND/OR THE DETAILS.
9. PERMANENT OR TEMPORARY COVER MUST BE IN PLACE BEFORE THE GROWING SEASON ENDS. WHEN SEEDED AREAS ARE MULCHED, PLANTINGS MAY BE MADE FROM EARLY SPRING TO EARLY OCTOBER. WHEN SEEDED AREAS ARE NOT MULCHED, PLANTINGS SHOULD BE MADE FROM APRIL 15 TO MAY 20 OR FROM AUGUST 15 TO SEPTEMBER 15. NO DISTURBED AREA SHALL BE LEFT EXPOSED DURING WINTER MONTHS.
10. PRIOR TO CONSTRUCTION OF IMPERVIOUS AREAS, ALL DRAINAGE STRUCTURES AND PIPES SHALL BE INSTALLED AND INSPECTED FOR PROPER FUNCTION. DURING CONSTRUCTION OF OTHER SITE FEATURES, ALL DRAINAGE FACILITIES SHALL BE INSPECTED ON A DAILY BASIS AND CLEANED/REPAIRED IMMEDIATELY UPON DISCOVERY OF SEDIMENT BUILD–UP OR DAMAGE.
11. EROSION CONTROLS ARE TO BE INSPECTED AND MAINTAINED ON A DAILY BASIS. DISCOVERY OF SILT BUILD–UP IN CATCH BASIN SUMPS OR ANY OTHER STRUCTURE SHALL REQUIRE CLEANING.
12. ALL EXPOSED SOILS SHALL BE IMMEDIATELY STABILIZED WITH A LAYER OF MULCH HAY.
13. UPON INSTALLATION OF CATCH BASINS, INLET PROTECTION – AS DESCRIBED ON AFOREMENTIONED PLAN – SHALL BE INSTALLED AND MAINTAINED UNTIL READY FOR PAVING.
14. CALCIUM CHLORIDE AND/OR WATER SHALL BE USED FOR DUST CONTROL IN APPROPRIATE AREAS.
15. IF, DURING CONSTRUCTION, IT COMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION SITE DUE TO ACTUAL SITE CONDITIONS, THE CONTRACTOR SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE CITY OR OWNER.
16. OVER WINTER STABILIZATION (IF NEEDED)
    - A. PERMANENT STABILIZATION CONSISTS OF AT LEAST 85% VEGETATION, PAVEMENT/GRAVEL BASE OR RIPRAP
    - B. DO NOT EXPOSE SLOPES OR LEAVE SLOPES EXPOSED OVER THE WINTER OR FOR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY PROTECTED WITH MULCH.
    - C. APPLY HAY MULCH AT TWICE THE STANDARD RATE (150 LBS. PER 1,000 SF). THE MULCH MUST BE THICK ENOUGH SUCH THAT THE GROUND SURFACE WILL NOT BE VISIBLE AND MUST BE ANCHORED.
    - D. USE MULCH AND MULCH NETTING OR AN EROSION CONTROL BLANKET OR MIX FOR ALL SLOPES GREATER THAN 5% OR OTHER AREAS EXPOSED TO DIRECT WIND.
    - E. INSTALL EROSION CONTROL BLANKETS IN ALL DRAINAGE WAYS (BOTTOM AND SIDES) WITH A SLOPE GREATER THAN 3%.
    - F. SEE THE VEGETATION MEASURES FOR MORE INFORMATION ON SEEDING DATES AND TYPES.
17. WINTER CONSTRUCTION (IF NEEDED)
    - A. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED AS SUCH NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
    - B. AN AREA WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIER.
    - C. TEMPORARY MULCH MUST BE APPLIED WITHIN 7 DAYS OF SOIL EXPOSE OR PRIOR TO ANY STORM EVENT, BUT AFTER EVERY WORKDAY IN AREAS WITHIN 100 FEET FROM A PROTECTED NATURAL RESOURCE.
    - D. AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE PERMANENTLY MULCHED THE SAME DAY.
    - E. IN THE EVENT OF A SNOWFALL GREATER THAN 1 INCH (FRESH OR CUMULATIVE). THE SNOW SHALL BE REMOVED FROM AREAS DUE TO BE SEEDED AND MULCHED.
    - F. LOAM SHALL BE FREE OF FROZEN CLUMPS BEFORE IT IS APPLIED.
    - G. A DITCH THAT WILL BE CONSTRUCTED DURING THE WINTER MUST BE STABILIZED WITH RIPRAP.
    - H. ALL DITCHES OR SWALES WHICH DO NOT SHOW A MIN. OF 85% VEGETATION BY OCT. 15 OR WHICH ARE DISTURBED AFTER OCT. 15 SHALL BE STABILIZED TEMPORARILY WITH STONE OR EROSION CONTROL BLANKETS APPROPRIATE FOR THE DESIGN FLOWS.

GRAPHIC SCALE

30 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

VERTICAL GRANITE CURB	UTILITY POLE	C.O.	PROP. CLEANOUT
BITUMINOUS CONCRETE LIP CURBING	DRAIN MANHOLE	CB–1	PROP. CATCH BASIN
OVERHEAD SERVICE WIRES	SEWER MANHOLE	DMH–1	PROP. DRAIN MANHOLE
DOUBLE SOLID YELLOW LINE	TELEPHONE MANHOLE	MEG	MEET EXISTING GRADE
BROKEN WHITE LINE	CATCH BASIN	331.25	PROP. SPOT ELEVATION
SIGN	WATER LINE		PROP. CONTOUR ELEVATION
OBSERVATION WELL	WATER VALVE	TW=	TOP OF WALL ELEV.
TREELINE	FIRE HYDRANT	BW=	BOTTOM OF WALL ELEV.
CONTOUR ELEVATION	GAS VALVE		
SPOT ELEVATION			
GAS LINE			

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OWNERS OF RECORD:

MAP 170 LOT 29	MAP 170 LOT 31
CUMBERLAND FARMS INC.	AUBUCHON REALTY CO. INC.
100 CROSSING BLVD #9003	23 WEST MAIN STREET
FRAMINGHAM, MA 01702	WESTMINSTER, MA 01473
BOOK 1586 PAGE 307	BOOK 1760 PAGE 140 & 141

STATE OF MAINE FRANK C. MONTEIRO 7201 LICENSED PROFESSIONAL ENGINEER 10/17/16

REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

MHF Design Consultants, Inc.
44 Stiles Road, Suite One
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691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE:	1"=20'
DATE:	AUGUST 18, 2016
FILE:	3935SP.DWG
DRAWN BY:	MHF
CHECKED BY:	MHF

EROSION & SEDIMENTATION CONTROL PLAN

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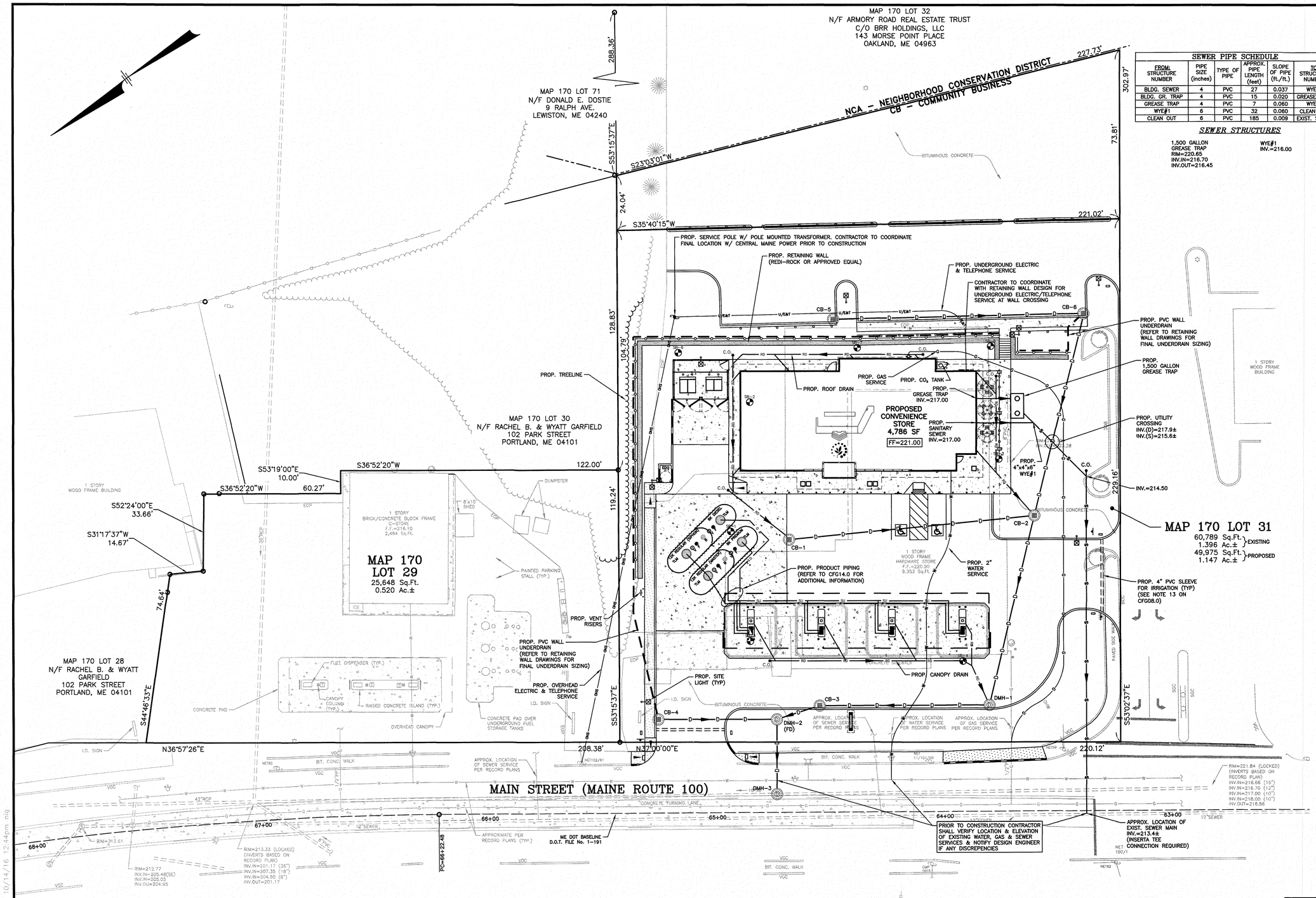
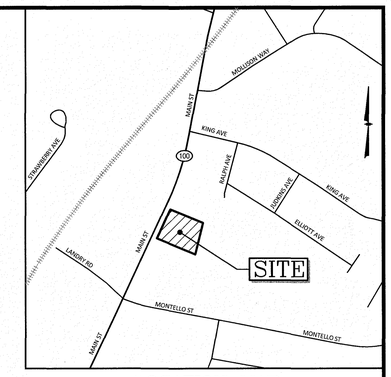


SEWER PIPE SCHEDULE					
FROM: STRUCTURE NUMBER	PIPE SIZE (inches)	TYPE OF PIPE	APPROX. PIPE LENGTH (feet)	SLOPE OF PIPE (ft./ft.)	TO: STRUCTURE NUMBER
BLDG. SEWER	4	PVC	27	0.037	WYE#1
BLDG. GR. TRAP	4	PVC	15	0.020	GREASE TRAP
GREASE TRAP	4	PVC	7	0.060	WYE#1
WYE#1	6	PVC	32	0.060	CLEAN OUT
CLEAN OUT	6	PVC	185	0.009	EXIST. SEWER

SEWER STRUCTURES

1,500 GALLON GREASE TRAP
RIM=220.65
INV.IN=216.70
INV.OUT=216.45

WYE#1
INV.=216.00



LOCATION MAP

(NOT TO SCALE)

NOTES:

1) ALL SANITARY SEWER PIPE SHALL BE PVC (SDR-35), UNLESS OTHERWISE NOTED.

2) ALL WATER PIPE SHALL BE COPPER (TYPE K), UNLESS OTHERWISE NOTED.

3) ELEVATIONS ARE BASED ON AN ASSUMED DATUM.

4) ANY UTILITY FIELD ADJUSTMENTS SHALL BE APPROVED BY THE LOCAL AUTHORITIES AND THE DEVELOPER PRIOR TO INSTALLATION.

5) THE LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR IS TO VERIFY EXACT LOCATION PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES.

6) ALL CONSTRUCTION SHALL CONFORM TO MUNICIPAL DPW AND ALL APPLICABLE STATE AND FEDERAL STANDARDS.

7) THE CONTRACTOR SHALL CALL AND COORDINATE WITH DIG-SAFE (1-888-344-7233) PRIOR TO COMMENCING ANY EXCAVATION.

8) ALL WATER, SEWER AND DRAINAGE CONSTRUCTION SHALL CONFORM TO THE CITY OF LEWISTON STANDARDS AND SPECIFICATIONS.

9) ALL ELECTRIC, TELEPHONE AND CABLE TV LINES ARE TO BE UNDERGROUND AND INSTALLED IN CONFORMANCE WITH APPLICABLE UTILITY CO. SPECIFICATIONS.

10) ANY UTILITIES TO BE TAKEN OUT OF SERVICE SHALL BE DISCONNECTED AS DIRECTED BY UTILITY COMPANY AND LOCAL DPW.

11) ALL TRAFFIC CONTROL AND TEMPORARY CONSTRUCTION SIGNAGE ARRANGEMENTS, ACCEPTABLE TO MDOT AND LEWISTON DEPARTMENT OF PUBLIC WORKS, SHALL BE EMPLOYED DURING OPERATIONS WITHIN THE PUBLIC RIGHT-OF-WAY.

12) SEE GRADING & DRAINAGE PLAN FOR DETAILED DRAINAGE INFORMATION.

13) ELECTRICAL CONDUIT WITHIN 20' OF TANKS OR DISPENSERS MAY NEED TO BE RIGID METAL CONDUIT WITH CONCRETE ENCASEMENT. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY AND/OR CITY ELECTRICAL INSPECTOR AS REQUIRED.

14) CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES AND CITY OF LEWISTON TO ENSURE PROPER SEPARATION IS PROVIDED AT ALL UTILITY CROSSINGS. CONTACT SITE ENGINEER IN THE EVENT THERE ARE ANY CONFLICTS OR DISCREPANCIES AT UTILITY CROSSINGS.

GRAPHIC SCALE

30 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

VGC — VERTICAL GRANITE CURB	UTILITY POLE	C.O. — PROP. CLEANOUT	
BCC — BITUMINOUS CONCRETE LIP CURBING	DRAIN MANHOLE	CB-1 — PROP. CATCH BASIN	
OVERHEAD SERVICE WIRES	SEWER MANHOLE	DMH-1 — PROP. DRAIN MANHOLE	
DSYL — DOUBLE SOLID YELLOW LINE	TELEPHONE MANHOLE	SMH-1 — PROP. SEWER MANHOLE	
BWL — BROKEN WHITE LINE	CATCH BASIN	PROP. GATE VALVE	
SIGN	WATER LINE		
OBSERVATION WELL	WATER VALVE		
TREELINE	FIRE HYDRANT		
190 — CONTOUR ELEVATION	GAS VALVE		
+50.94 — SPOT ELEVATION			
G — GAS LINE			

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SCALE: 1"=20'
DATE: AUGUST 18, 2016
FILE: 3935SP.DWG
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UTILITY PLAN

CFG07.0

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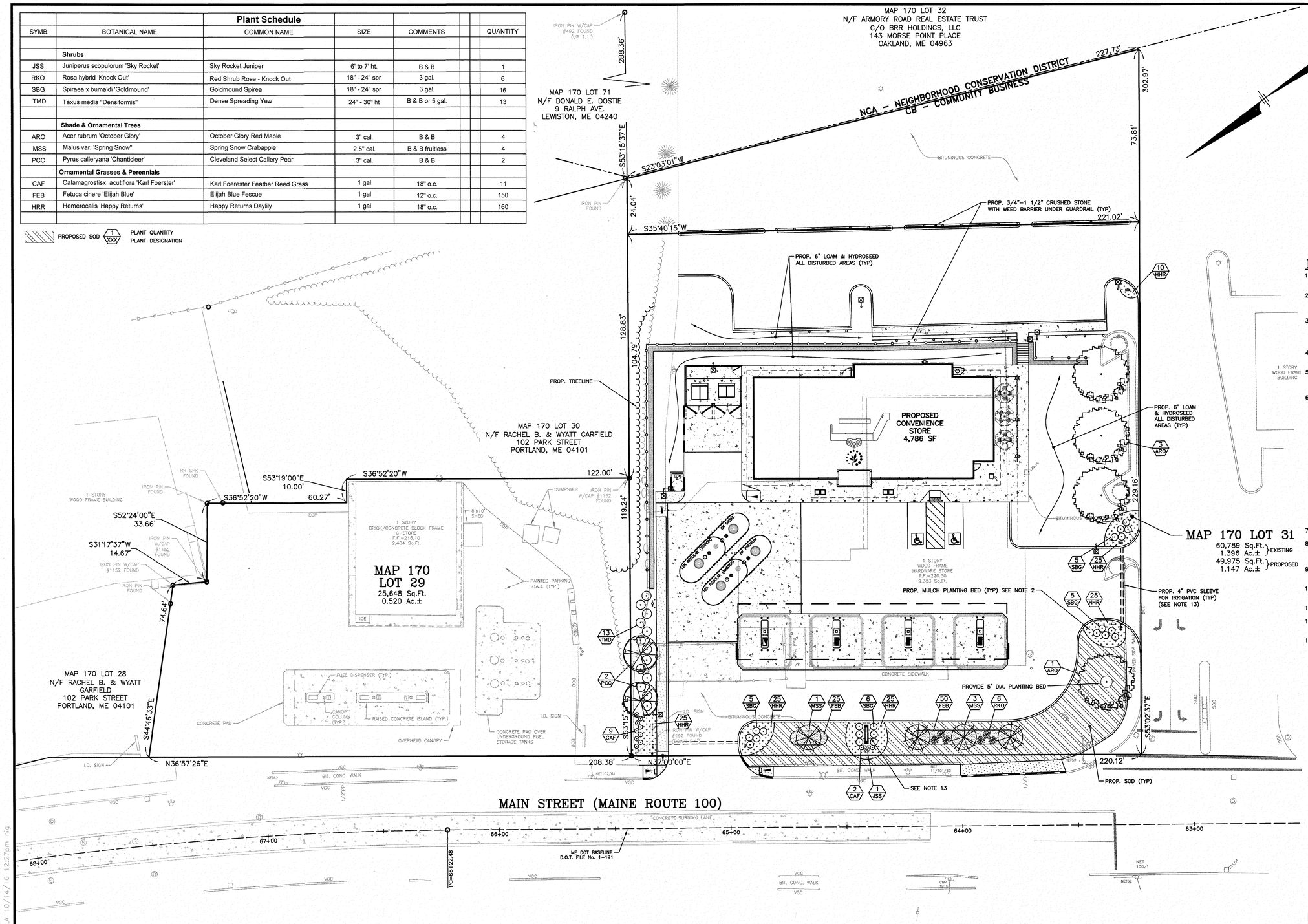
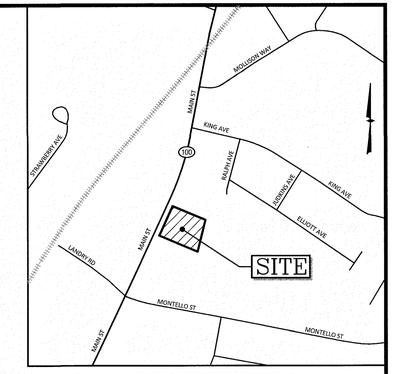
Plant Schedule

SYMB.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS	QUANTITY
	Shrubs				
JSS	Juniperus scopulorum 'Sky Rocket'	Sky Rocket Juniper	6' to 7' ht.	B & B	1
RKO	Rosa hybrid 'Knock Out'	Red Shrub Rose - Knock Out	18" - 24" spr	3 gal.	6
SBG	Spiraea x bumalda 'Goldmound'	Goldmound Spirea	18" - 24" spr	3 gal.	16
TMD	Taxus media "Densiformis"	Dense Spreading Yew	24" - 30" ht	B & B or 5 gal.	13
	Shade & Ornamental Trees				
ARO	Acer rubrum 'October Glory'	October Glory Red Maple	3" cal.	B & B	4
MSS	Malus var. 'Spring Snow"	Spring Snow Crabapple	2.5" cal.	B & B fruitless	4
PCC	Pyrus calleryana 'Chanticleer'	Cleveland Select Callery Pear	3" cal.	B & B	2
	Ornamental Grasses & Perennials				
CAF	Calamagrostisx acutiflora 'Karl Foerster'	Karl Foerester Feather Reed Grass	1 gal	18" o.c.	11
FEB	Fetuca cinere 'Elijah Blue'	Elijah Blue Fescue	1 gal	12" o.c.	150
HRR	Hemerocalis 'Happy Returns'	Happy Returns Daylily	1 gal	18" o.c.	160

PROPOSED SOD — 1 XXX: PLANT QUANTITY / PLANT DESIGNATION





LOCATION MAP

(NOT TO SCALE)

NOTES:

1) ALL PLANT STOCK SHALL CONFORM TO ANSI Z260.1 – NURSERY STOCK, LATEST EDITION (AMERICAN ASSOCIATION OF NURSERYMEN, INC.).

2) 4" AGED PINEBARK MULCH AND A WEED BARRIER (TY-PAR FABRIC OR APPROVED EQUAL) SHALL BE APPLIED TO ALL SHRUB AND GROUNDCOVER BEDS. INSTALL WEED BARRIER AS PER MANUFACTURERS RECOMMENDATIONS.

3) PLANT PIT BACKFILL SHALL BE MIXED AT A RATE OF 7 PARTS OF TOPSOIL TO 2 PART OF DEHYDRATED COW MANURE. SLOW RELEASE FERTILIZER SHALL BE APPLIED AS PER MANUFACTURERS RECOMMENDATIONS. USE EXISTING ON-SITE TOPSOIL AS PART OF BACKFILL WHEN AVAILABLE.

4) ALL LANDSCAPED AREAS NOT PLANTED WITH TREES, SHRUBS OR GROUNDCOVER SHALL BE RESTORED WITH SEED OR SOD AS INDICATED ON PLANS.

5) ALL SOD, SEED, SHRUB AND TREE AREAS SHALL RECEIVE 6" PH CORRECTED TOPSOIL. AFTER TOPSOIL IS SPREAD EVENLY OVER ENTIRE AREA, ALL CLODS, LUMPS, STONES AND OTHER DELETERIOUS MATERIAL SHALL BE RAKED UP AND REMOVED.

6) APPLICATION OF GRASS SEED, FERTILIZERS AND MULCH SHALL BE ACCOMPLISHED BY BROADCAST SEEDING OR HYDROSEEDING AT THE RATES OUTLINED BELOW:

LIMESTONE: 100 LBS./1,000 SQUARE FEET.
FERTILIZER: 500 LBS/ACRE OF 10-20-20 OR 1000 LBS/ACRE OF 5-10-10.
MULCH: HAY MULCH APPROXIMATELY 3 TONS/ACRE

SEED MIX (SLOPES LESS THAN 4:1)	LBS/ACRE
CREEPING RED FESCUE	20
TALL FESCUE	15
PERENNIAL RYEGRASS	5
	2
	42

SLOPE MIX (SLOPES GREATER THAN 4:1)	LBS/ACRE
CREEPING RED FESCUE	20
TALL FESCUE	20
BIRDSFOOT TREEFOIL	8
	48

7) FOR TEMPORARY EROSION CONTROL NOTES, SEE EROSION & SEDIMENT CONTROL PLAN.

8) NEWLY GRADED AREAS REQUIRING SLOPE PROTECTION OUTSIDE OF NORMAL SEEDING SEASON SHALL RECEIVE STRAW MULCH AT THE APPROXIMATE RATE OF NO MORE THAN 3 TONS PER ACRE.

9) ANY CHANGES IN PLANT LOCATIONS OR TYPES SHALL BE APPROVED BY THE DEVELOPER AND CITY PRIOR TO INSTALLATION.

10) PLANTINGS SHALL BE GUARANTEED BY THE CONTRACTOR FOR ONE YEAR AFTER WRITTEN ACCEPTANCE OF THE DEVELOPER.

11) EXPOSED SOILS SHALL BE SEEDED OR HAY MULCHED WITHIN 72 HOURS OF FINAL GRADING.

12) ALL WORK SHALL BE COORDINATED WITH APPLICABLE EPA NPDES/SWPPP PERMIT WORK AS REQUIRED.

13) THE CONTRACTOR SHALL INSTALL AN IRRIGATION SYSTEM TO PROVIDE COMPLETE COVERAGE OF ALL SEED, SOD AREAS AND SHRUB BEDS. THE SYSTEM SHALL INCLUDE A TIMER WITH RAIN SENSOR AND SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES. IRRIGATION SYSTEM SHALL BE ROUTED TO THE FREESTANDING SIGN PLANTER BED AND PLANTER BED ALONG BUILDING.

GRAPHIC SCALE
30 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

LEGEND

VGC	VERTICAL GRANITE CURB		UTILITY POLE
BCC	BITUMINOUS CONCRETE LIP CURBING		DRAIN MANHOLE
	OVERHEAD SERVICE WIRES		SEWER MANHOLE
DSYL	DOUBLE SOLID YELLOW LINE		TELEPHONE MANHOLE
BWL	BROKEN WHITE LINE		CATCH BASIN
	SIGN	W	WATER LINE
	OBSERVATION WELL		WATER VALVE
	TREELINE		FIRE HYDRANT
190	CONTOUR ELEVATION		GAS VALVE
+50.04	SPOT ELEVATION		
G	GAS LINE		

811 DigSafe MA-ME-NH-RI-VT

OWNERS OF RECORD:

MAP 170 LOT 29
CUMBERLAND FARMS INC.
100 CROSSING BLVD #9003
FRAMINGHAM, MA 01702
BOOK 1586 PAGE 307

MAP 170 LOT 31
AUBUCHON REALTY CO. INC.
23 WEST MAIN STREET
WESTMINSTER, MA 01473
BOOK 1760 PAGE 140 & 141

STATE OF MAINE FRANK C. MONTEIRO 7201 LICENSED PROFESSIONAL ENGINEER
10/17/16

REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

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691 MAIN STREET
LEWISTON, MAINE

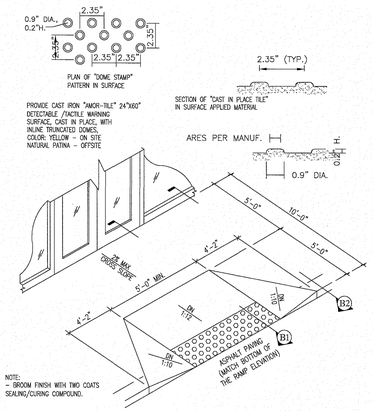
Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE: 1"=20'
DATE: AUGUST 18, 2016
FILE: 393SSP.DWG
DRAWN BY: MHF
CHECKED BY: MHF

LANDSCAPE PLAN

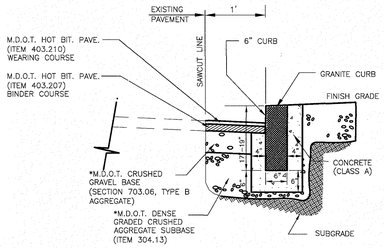
CFG08.0

F:\Project\CAD\393516\393SSP.dwg LA 10/14/16 12:27pm cjg



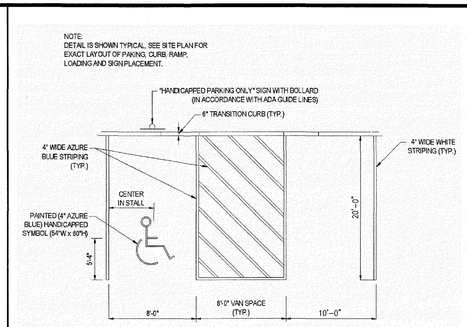
ADA ACCESSIBLE RAMP DETAIL @ STOREFRONT

NOT TO SCALE



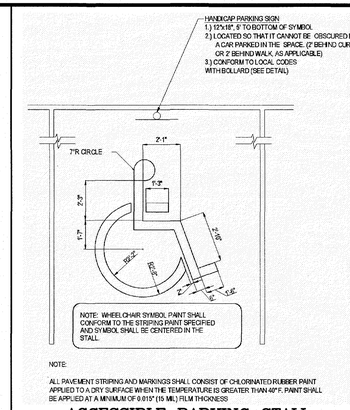
VERTICAL GRANITE CURB SECTION IN R.O.W.

NOT TO SCALE



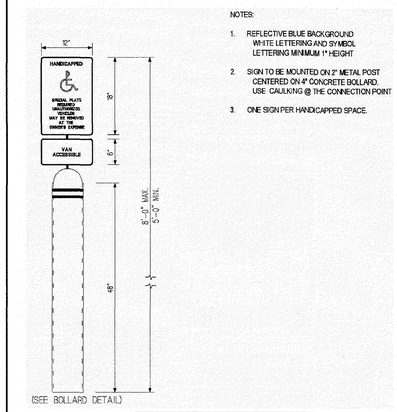
ACCESSIBLE PARKING STALL MARKINGS & PARKING LOT STRIPING DETAIL

NOT TO SCALE



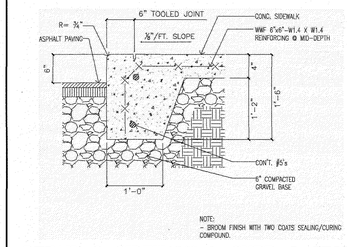
ACCESSIBLE PARKING STALL PAINTING DETAIL

NOT TO SCALE



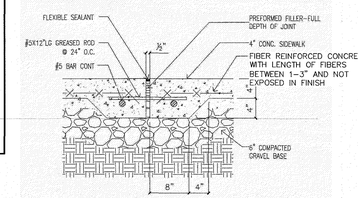
ACCESSIBLE SIGN DETAIL

NOT TO SCALE



DETAIL @ SIDEWALK & CURB @ STORE

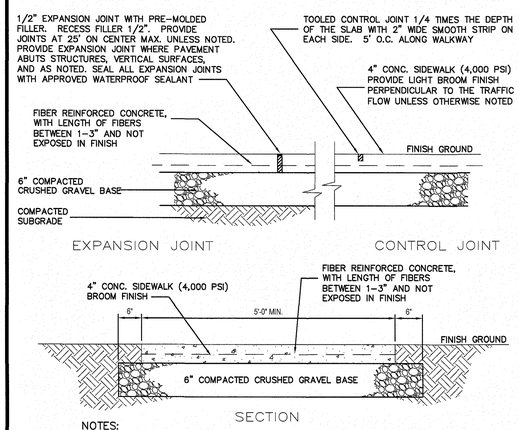
NOT TO SCALE



NOTE:
– CONTROL JOINTS @ 20'-0" O.C. MAX. REFER TO PLAN
– BROOM FINISH WITH TWO COATS SEALING/CURING COMPOUND.

DETAIL @ SIDEWALK EXPANSION JOINT EXPANSION JOINT

NOT TO SCALE

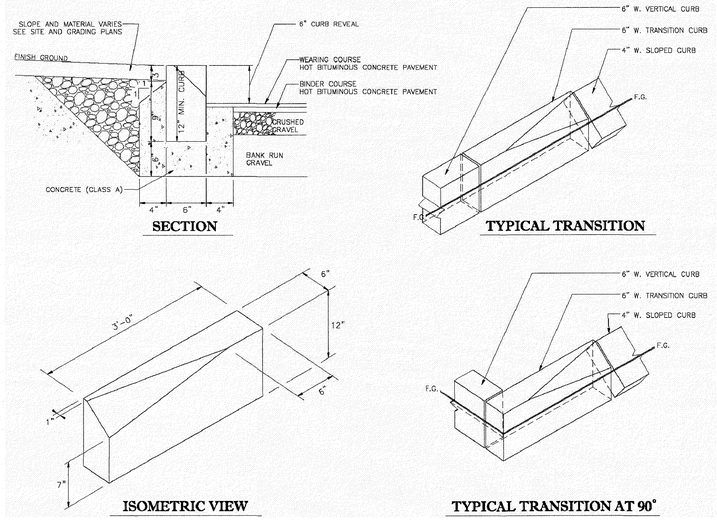


NOTES:

1. SIDEWALKS SHALL BE INSTALLED PER MDOT STANDARD SPECIFICATIONS SECTION 703, MATERIALS, AND SECTION 608, STRUCTURAL CONCRETE, PERTAINING TO PORTLAND CEMENT SIDEWALKS OR AS NOTED.

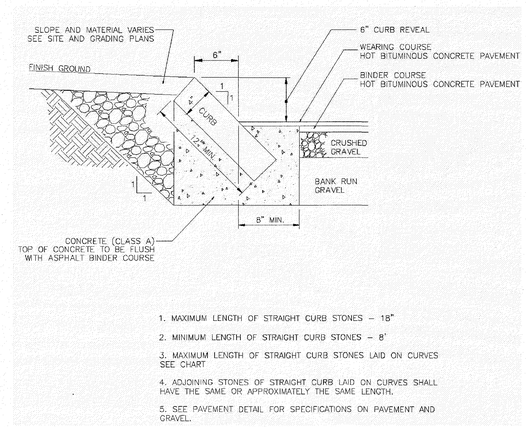
CONCRETE SIDEWALK DETAIL

NOT TO SCALE



VERTICAL–TO–SLOPE TRANSITION GRANITE CURB DETAIL

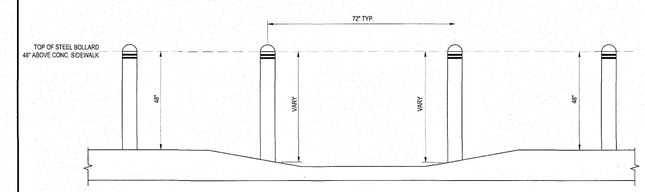
NOT TO SCALE



1. MAXIMUM LENGTH OF STRAIGHT CURB STONES – 18'
2. MINIMUM LENGTH OF STRAIGHT CURB STONES – 8'
3. MAXIMUM LENGTH OF STRAIGHT CURB STONES LAID ON CURVES SEE CHART
4. ADJOINING STONES OF STRAIGHT CURB LAID ON CURVES SHALL HAVE THE SAME OR APPROXIMATELY THE SAME LENGTH.
5. SEE PAVEMENT DETAIL FOR SPECIFICATIONS ON PAVEMENT AND GRAVEL.

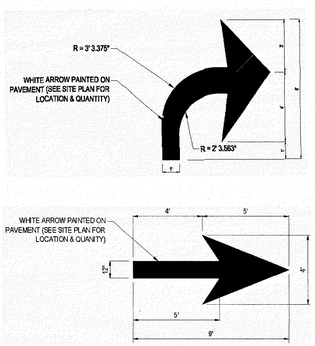
SLOPED GRANITE CURB

NOT TO SCALE



BOLLARD ELEVATION AT ADA RAMP

NOT TO SCALE

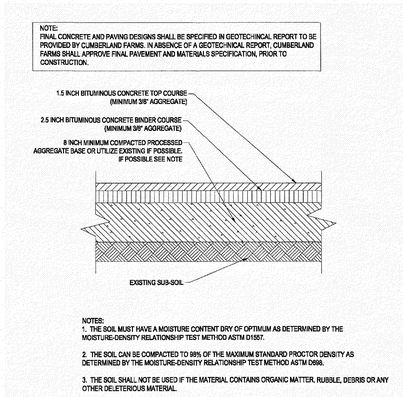


NOTE:

ALL PAVEMENT STRIPING AND MARKINGS SHALL CONSIST OF CHLORINATED RUBBER PAINT APPLIED TO A DRY SURFACE WHEN THE TEMPERATURE IS GREATER THAN 40°F. PAINT SHALL BE APPLIED AT A MINIMUM OF 0.015" (15 MIL) FILM THICKNESS

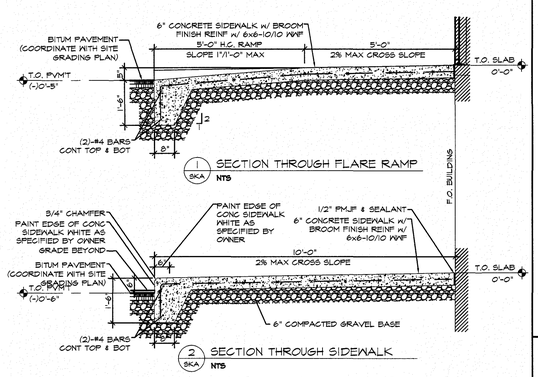
TYPICAL PAINTED ARROW

NOT TO SCALE



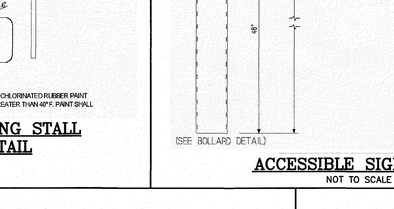
TYPICAL PAVEMENT SECTION – ONSITE

NOT TO SCALE



FLARE RAMP AT ENTRANCE DETAILS @ STORE

NOT TO SCALE



NOTES:

1. BITUMINOUS MATERIALS SHALL BE CONFORM TO MDOT SPECIAL PROVISION SECTION 403, HOT MIX ASPHALT.
2. PAVEMENT BASE COURSE AGGREGATE SHALL CONFORM TO MDOT SPECIAL PROVISION 304, AGGREGATE BASE AND SUBBASE COURSE AND COMPACTED TO A MINIMUM OF 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.
3. PAVEMENT SUBBASE COURSE AGGREGATE AND AGGREGATE FOR SUBGRADE REPAIR AREAS SHALL BE SUITABLE FOR USE AS STRUCTURAL FILL AND BE PROOFROLLED AND COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.

PAVEMENT DETAIL – OFFSITE

NOT TO SCALE

DETAIL @ SIDEWALK EXPANSION JOINT (NEW TO EXISTING)

NOT TO SCALE

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SCALE:	N.T.S.
DATE:	AUGUST 18, 2016
FILE:	3935SP.DWG
DRAWN BY:	MHF
CHECKED BY:	MHF

DETAIL SHEET — CFG09.0

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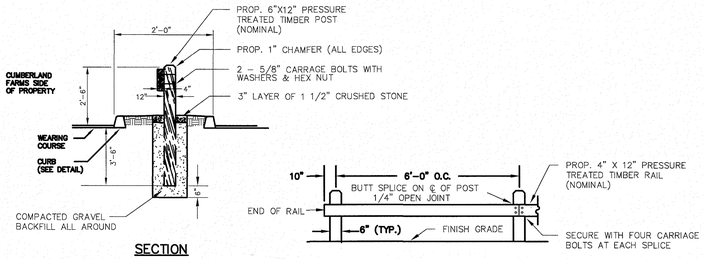
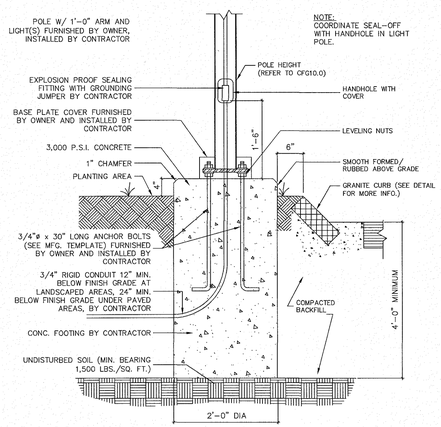


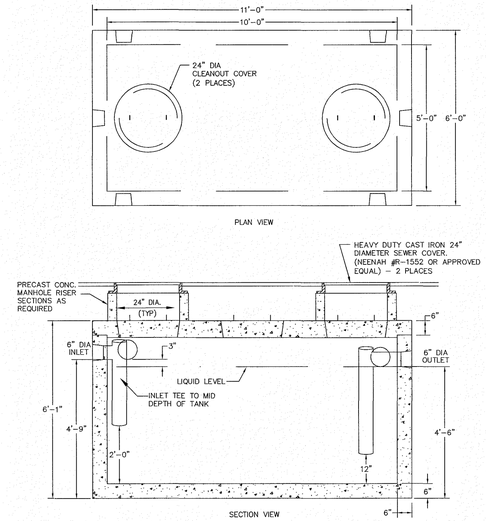
6" X 12" TIMBER GUARD RAIL DETAIL ALONG REAR PARKING LOT

NOT TO SCALE



LIGHT POLE DETAIL

NOT TO SCALE



NOTES:

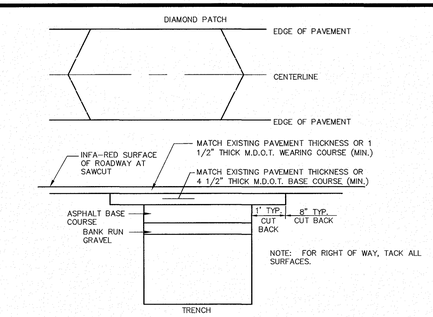
1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. FINAL DESIGN OF GREASE TRAP TO MEET ALL LOCAL AND STATE REQUIREMENTS.
3. ALL REINFORCEMENT PER ASTM C1227-93.
4. DESIGNED FOR H-20 LOADING.
5. TONGUE & GROOVE JOINT SEALED WITH BUTYL RESIN.
6. TEES AND BAFFLES SOLD SEPARATELY.
7. GREASE TRAP AS MANUFACTURED BY SHEA CONCRETE PRODUCTS OR APPROVED EQUAL.
8. CONTRACTOR TO PROVIDE DESIGN ENGINEER SHOP DRAWINGS PRIOR TO CONSTRUCTION.

	WEIGHT
SHEA ITEM NO. TK-M1500C	22,840#

COMMERCIAL LINE TANK
1500 GALLON MONOLITHIC

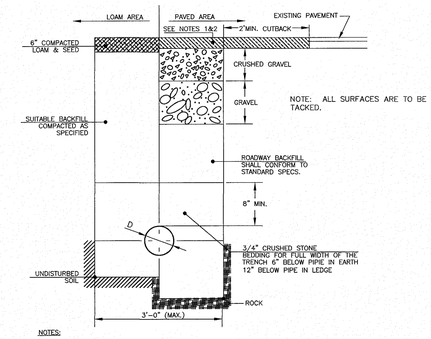
1,500 GALLON GREASE TRAP DETAIL

NOT TO SCALE



TYPICAL PAVEMENT REPAIR DETAIL

NOT TO SCALE



NOTES:

1.) PAVEMENT REPAIR IN EXISTING ROADWAYS SHALL CONFORM TO STREET OPENING REGULATIONS. DEPTH FOR BITUMINOUS PAVEMENT SHALL BE EQUAL TO EXISTING PAVEMENT WITH 3" MINIMUM. (1 1/2" WEARING, 2 1/2" BASE).

2.) NEW ROADWAY CONSTRUCTION SHALL CONFORM TO DPW & M.D.O.T. SPECIFICATIONS.

3.) REFER TO OFFSITE AND ONSITE PAVEMENT CROSS SECTIONS FOR DEPTH OF SELECT MATERIALS, OR MATCH EXISTING DEPTH, WHICHEVER IS GREATER.

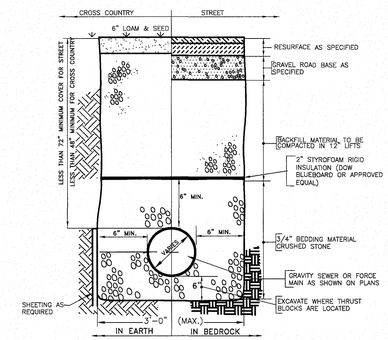
4.) NEW ROADWAY CONSTRUCTION SHALL CONFORM TO DPW & M.D.O.T. SPECIFICATIONS. MATERIAL SHALL BE REPLACED IN KIND WHENEVER POSSIBLE.

5.) A MINIMUM 2' CUTBACK IS REQUIRED AT THE TOP OF THE TRENCH WALL OVER UNDISTURBED MATERIAL.

6.) 12.5 MM HMA CAN BE PLACED FOR THE ENTIRE THICKNESS OF TRENCHES IN EMERSON STREET, NO. 9.5 FINISH HMA. MINIMUM THICKNESS FOR PAVEMENT LIFTS SHALL BE 1.25 INCHES.

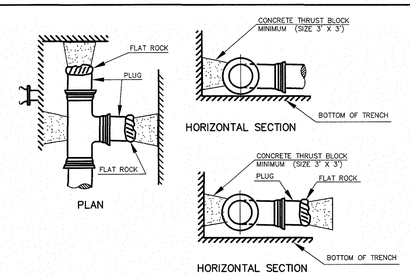
TYPICAL SEWER TRENCH DETAIL

NOT TO SCALE



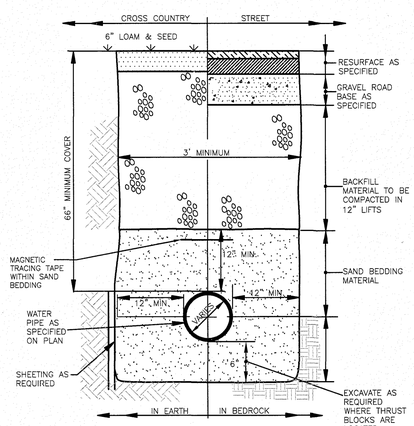
TYPICAL TRENCH SECTION FOR SANITARY SEWER SERVICE WITH LESS THAN 6' OF COVER

NOT TO SCALE



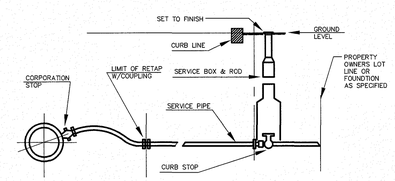
THRUST BLOCK DETAILS

NOT TO SCALE



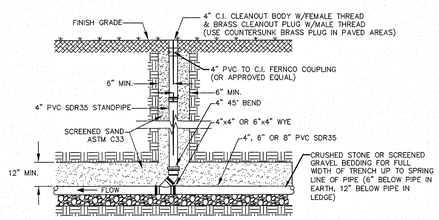
TYPICAL TRENCH SECTION FOR WATER SERVICE

NOT TO SCALE



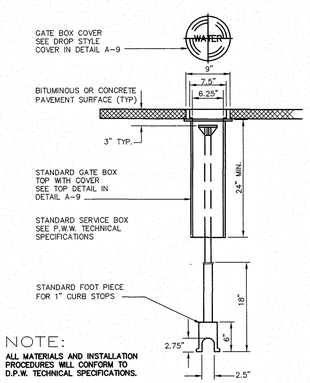
TYPICAL SERVICE CONNECTION

NOT TO SCALE



TYPICAL SEWER SERVICE CLEANOUT

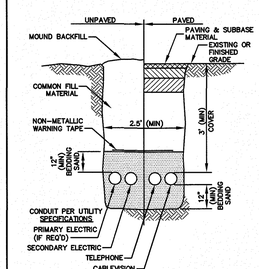
NOT TO SCALE



NOTE:
ALL MATERIALS AND INSTALLATION PROCEDURES WILL CONFORM TO D.P.W. TECHNICAL SPECIFICATIONS.

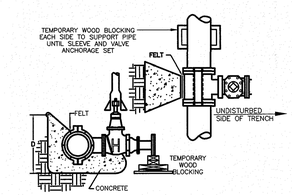
SERVICE BOX INSTALLATION IN PAVEMENT

NOT TO SCALE



UTILITY TRENCH

NOT TO SCALE



TAPPING VALVE AND SLEEVE DETAIL

NOT TO SCALE

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DRAWN BY:	MHF
CHECKED BY:	MHF

DETAIL SHEET

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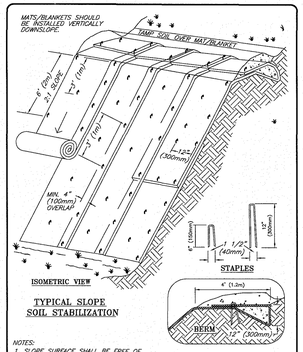
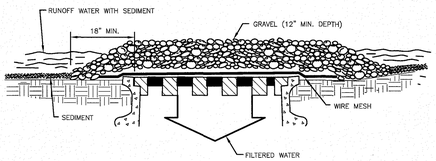


TYPICAL SLOPE SOIL STABILIZATION

NOTES:
1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
3. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

EROSION BLANKETS & TURF REINFORCEMENT MATS SLOPE INSTALLATION



CONSTRUCTION SEQUENCE:

1) A WIRE MESH SHOULD BE PLACED OVER THE DROP INLET OR CURB OPENING SO THAT THE ENTIRE OPENING AND A MINIMUM OF 12 INCHES AROUND THE OPENING ARE COVERED BY THE MESH. THE MESH MAY BE ORDINARY HARDWARE CLOTH OR WIRE MESH WITH OPENINGS UP TO 1/2 INCH.

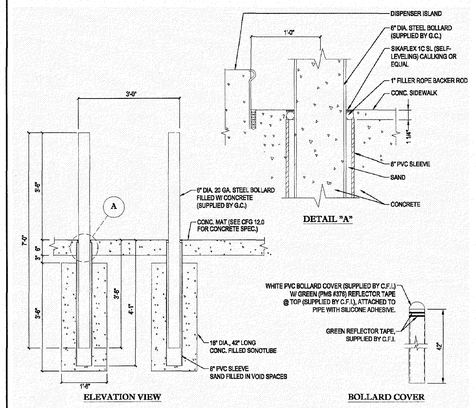
2) THE WIRE MESH SHOULD BE COVERED WITH CLEAN COARSE AGGREGATE SUCH AS SEWER STONE FOR A MINIMUM DEPTH OF 12 INCHES.

3) THE COARSE AGGREGATE SHOULD EXTEND AT LEAST 18 INCHES ON ALL SIDES OF THE DRAIN OPENING.

MAINTENANCE: ALL STRUCTURES SHOULD BE INSPECTED AFTER EVERY RAIN STORM AND REPAIRS MADE AS NECESSARY. SEDIMENT SHOULD BE REMOVED FROM THE TRAPPING DEVICES AFTER THE SEDIMENT HAS REACHED A MAXIMUM OF ONE HALF THE DEPTH OF THE TRAP. THE SEDIMENT SHOULD BE DISPOSED OF IN A SUITABLE AREA AND PROTECTED FROM EROSION BY EITHER STRUCTURAL OR VEGETATIVE MEANS. THE TEMPORARY TRAPS SHOULD BE REMOVED AND THE AREA REPAIRED AS SOON AS THE CONTRIBUTING DRAINAGE AREA TO THE INLET HAS BEEN COMPLETELY STABILIZED.

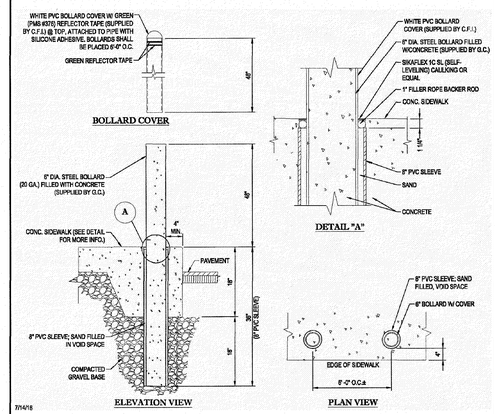
ON-SITE INLET PROTECTION DETAIL

NOT TO SCALE



CANOPY BOLLARD DETAIL

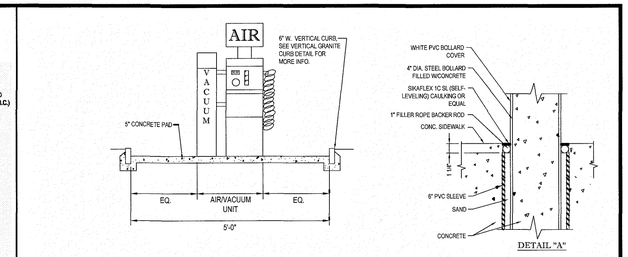
NOT TO SCALE

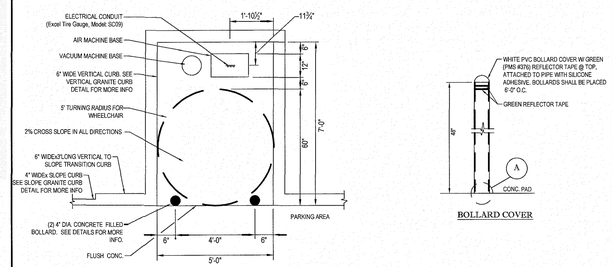


7/14/16

BOLLARD SET IN CONCRETE WALK

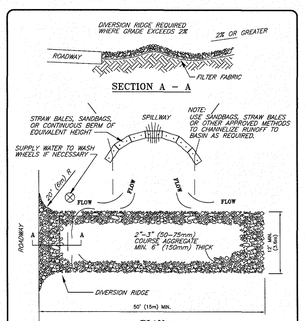
NOT TO SCALE





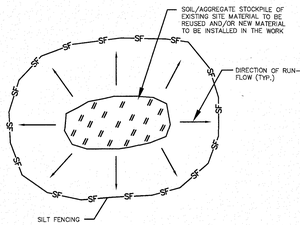
AIR TOWER DETAIL

NOT TO SCALE



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

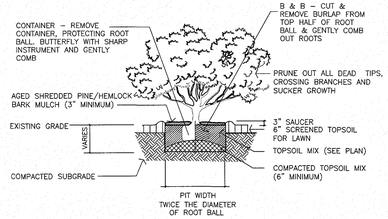
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT



NOTES:
1. ALL EXISTING EXCAVATED MATERIAL THAT IS NOT TO BE REUSED IN THE WORK IS TO BE IMMEDIATELY REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
2. SOIL/AGGREGATE STOCKPILE SITES TO BE WHERE SHOWN ON THE DRAWINGS.
3. RESTORE STOCKPILE SITES TO PRE-EXISTING PROJECT CONDITION AND RESEED AS REQUIRED.
4. STOCKPILE HEIGHTS MUST NOT EXCEED 35'. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

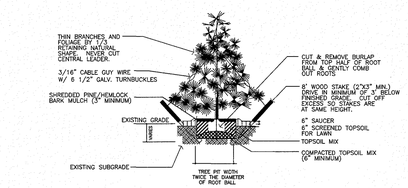
MATERIALS STOCKPILE DETAIL

NOT TO SCALE



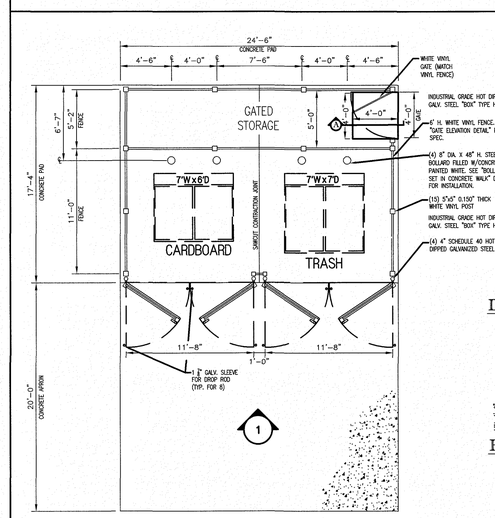
TYPICAL SHRUB PLANTING

NOT TO SCALE

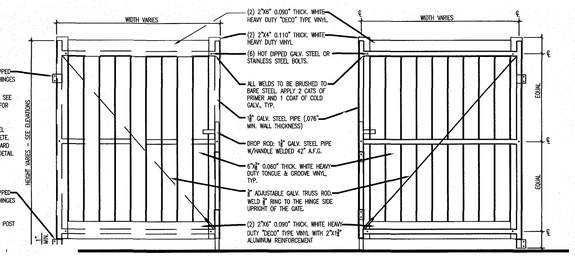


TYPICAL EVERGREEN TREE PLANTING

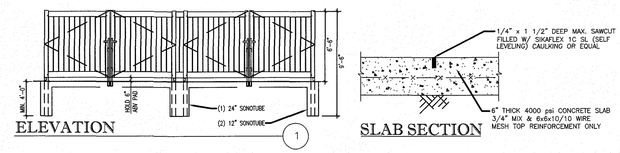
NOT TO SCALE

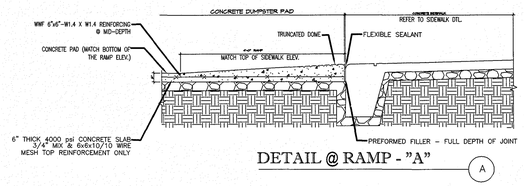


NOTE:
FINAL CONCRETE AND PAVING DESIGNS SHALL BE SPECIFIED IN GEOTECHINCAL REPORT TO BE PROVIDED BY CUMBERLAND FARMS. IN ABSENCE OF A GEOTECHNICAL REPORT, CUMBERLAND FARMS SHALL APPROVE FINAL PAVEMENT AND MATERIALS SPECIFICATION, PRIOR TO CONSTRUCTION.



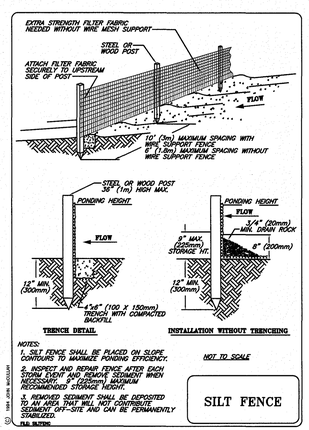
DUMPSTER ENCLOSURE - GATE ELEVATION DETAILS





DUMPSTER DETAIL

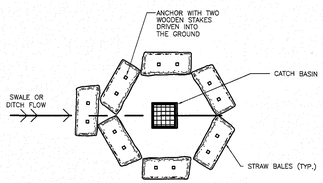
NOT TO SCALE



NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 6" (150mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

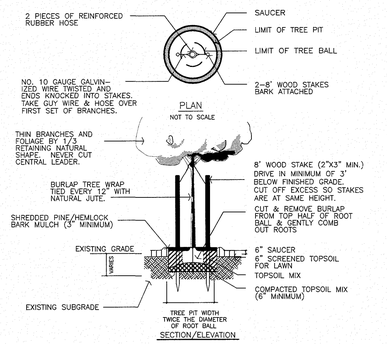
NOT TO SCALE

SILT FENCE



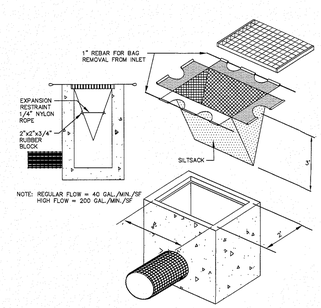
LOW POINT SEDIMENTATION CONTROL BARRIER

NOT TO SCALE



TYPICAL TREE PLANTING

NOT TO SCALE



SILTSACK DETAIL-ON OR OFF SITE

NOT TO SCALE

MHF Design Consultants, Inc.
44 Stiles Road, Suite One
Salem, New Hampshire 03079
(603) 893-0720
ENGINEERS • PLANNERS • SURVEYORS
www.mhfdesign.com

STATE OF MAINE
FRANK C. MONTEIRO
No. 7201
LICENSED
PROFESSIONAL ENGINEER
10/17/16

REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

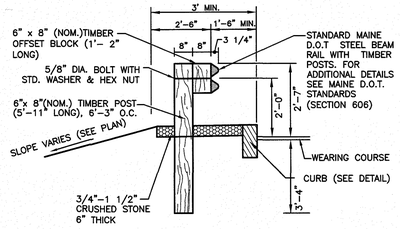
60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

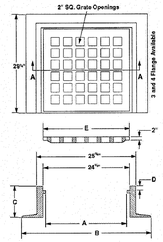
DETAIL SHEET

SCALE:	N.T.S.
DATE:	AUGUST 18, 2016
FILE:	3935SP.DWG
DRAWN BY:	MHF
CHECKED BY:	MHF
	CFG09.2



GUARD RAIL DETAIL ALONG RETAINING WALL

NOT TO SCALE



Heavy Duty Catch Basin with 2" Square Openings

The QWP 45-600 2" Square Opening Catch Basin offers the same high-grade material as the "State DOT Standard" casting but is an economical alternative. Weight is reduced by removing material in noncritical areas of the casting.

Features:

- Reduced excess weight
- Economical alternative to DOT standard
- High strength casting
- Nonrocking grate
- Solid covers are available

Specifications:

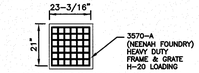
- Quality cast frame and grate
- Bituminous coated
- Nonrocking grate
- 2" square opening pattern on grate
- Gray cast iron meets ASTM A48 Class 30
- H-20 load rated
- Frame available in 4", 6" and 8" heights, with 3 or 4 flanges

FRAME	DIMENSIONS (inches)				
	A	B	C	D	E
4"	22	33¼	4	2	24
6"	22	33¼	6	2	24
8"	22	33¼	8	2	24

DESCRIPTION	WT. (lbs.)	PRODUCT NUMBER QWP 45-600
24" x 4" CB Frame 3 Flg. #45	115	62056 600
24" x 4" CB Frame 4 Flg. #45	140	62057 600
24" x 6" CB Frame 3 Flg. #45	180	62063 600
24" x 6" CB Frame 4 Flg. #45	205	62065 600
24" x 8" CB Frame 3 Flg. #45	205	62064 600
24" x 8" CB Frame 4 Flg. #45	230	62065 600
24" x 2" CB Sq. Grate #45	190	63104 600

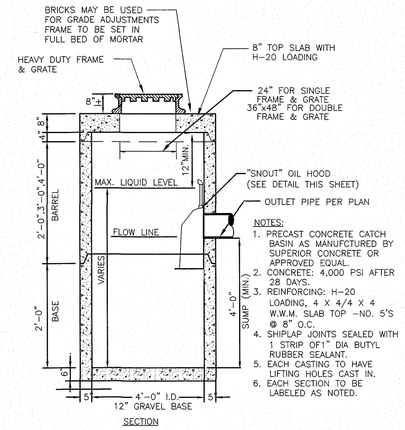
CATCH BASIN FRAME & GRATE DETAIL

NOT TO SCALE



LOW PROFILE GRATE PLAN VIEW

NOT TO SCALE



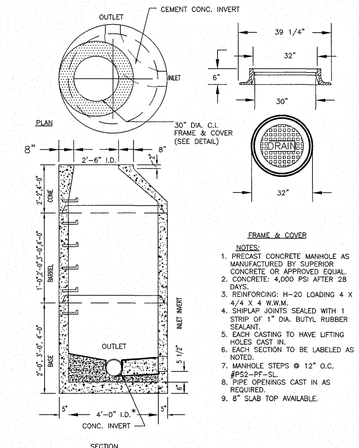
SECTION

NOTES:

1. PRECAST CONCRETE CATCH BASIN AS MANUFCTURED BY SUPERIOR CONCRETE OR APPROVED EQUAL.
2. CONCRETE: 4,000 PSI AFTER 28 DAYS.
3. REINFORCING: H-20 LOADING, 4 X 4/4 X 4 W.W.M. SLAB TOP -NO. 5'S @ 8" O.C.
4. SHIPLAP JOINTS SEALED WITH 1 STRIP OF1" DIA BUTYL RUBBER SEALANT.
5. EACH CASTING TO HAVE LIFTING HOLES CAST IN.
6. EACH SECTION TO BE LABELED AS NOTED.

PRECAST CONCRETE CATCH BASIN WITH HOOD

NOT TO SCALE



SECTION

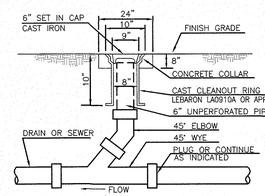
FRAME & COVER

NOTES:

1. PRECAST CONCRETE MANHOLE AS MANUFACTURED BY SUPERIOR CONCRETE OR APPROVED EQUAL.
2. CONCRETE: 4,000 PSI AFTER 28 DAYS.
3. REINFORCING: H-20 LOADING 4 X 4/4 X 4 W.W.M.
4. SHIPLAP JOINTS SEALED WITH 1 STRIP OF 1" DIA. BUTYL RUBBER SEALANT.
5. EACH CASTING TO HAVE LIFTING HOLES CAST IN.
6. EACH SECTION TO BE LABELED AS NOTED.
7. MANHOLE STEPS @ 12" O.C. #PS2-PF-SL.
8. PIPE OPENINGS CAST IN AS REQUIRED.
9. 8" SLAB TOP AVAILABLE.

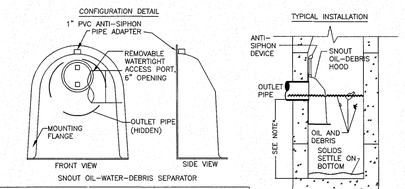
PRECAST CONCRETE DRAIN MANHOLE

MAXIMUM PIPE DIAMETER 30" NOT TO SCALE



TYPICAL CLEANOUT

NOT TO SCALE



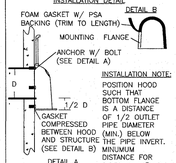
SNOUT OIL-WATER-DEBRIS SEPARATOR

*NOTE
SUMP DEPTH OF 36" MIN. FOR < OR= 12" DIAM. OUTLET. FOR OUTLETS >OR= 15", DEPTH = 2.5-3X DIAM.

NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY: BEST MANAGEMENT PRODUCTS, INC.
   53 MT. ARCHER RD., LYME, CT 06371
   (860) 434-0277, (860) 434-3195 FAX
   TOLL FREE: (800) 504-8008
   OR (888) 354-7585 WEB SITE: www.bestmp.com
   OR PRE-APPROVED EQUAL
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEEINSTALLATION DETAIL)
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.INSTALLATION KIT SHALL INCLUDE:
   A. INSTALLATION INSTRUCTIONS
   B.PVC ANTI-SIPHON VENT PIPE AND ADAPTER
   C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
   D. 3/8" STAINLESS STEEL BOLTS
   E. ANCHOR SHIELDS US Patent # 6126817

INSTALLATION DETAIL



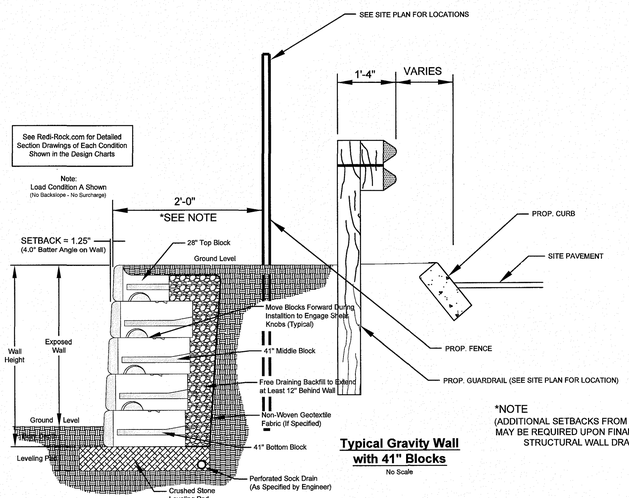
INSTALLATION NOTE:
POSITION HOOD SUCH THAT BOTTOM FLANGE IS A DISTANCE OF 1/2 OUTLET PIPE DIAMETER (MIN.) BELOW THE PIPE INVERT. MINIMUM DISTANCE FOR PIPES < 12" I.D. IS 6".

HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES

DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/00	NONE
	DRAWING NUMBER SP-SN	

SNOUT - OIL - WATER - DEBRIS SEPARATOR

NOT TO SCALE



*NOTE
(ADDITIONAL SETBACKS FROM FACE OF WALL MAY BE REQUIRED UPON FINAL ENGINEERED STRUCTURAL WALL DRAWINGS.)

Typical Gravity Wall with 41" Blocks

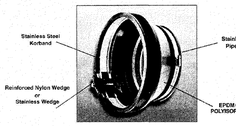
No Scale

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL, PRIOR TO START OF CONSTRUCTION, A RETAINING WALL DESIGN UTILIZING THE "REDI-ROCK" WALL (OR APPROVED EQUAL), PREPARED BY AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER CONFORMING TO LOCAL, STATE AND FEDERAL REQUIREMENTS.

TYPICAL "REDI-ROCK" RETAINING WALL SECTION

NOT TO SCALE

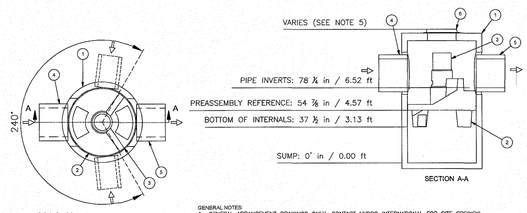
KOR-N-SEAL® I & II
FLEXIBLE PIPE-TO-MANHOLE CONNECTORS
SPECIFICATION SHEET



KOR-N-SEAL I - WEDGE KORBAND CONNECTOR ASSEMBLY

KOR-N-SEAL DETAIL

NOT TO SCALE



SECTION A-A

Parts List		
ITEM	SIZE (in)	DESCRIPTION
1	72	I.D. PRECAST MANHOLE
2		LEDGER SUPPORT
3		SEPARATION MODULE
4	30	INLET PIPE (BY OTHERS)
5	30	OUTLET PIPE (BY OTHERS)
6	30	FRAME AND COVER (OR GRATE) (ROUND)

GENERAL NOTES:

1. GENERAL ARRANGEMENT DRAWINGS ONLY. CONTACT HYDRO INTERNATIONAL FOR SITE SPECIFIC FABRICATION DRAWINGS.
2. THE DIAMETER OF THE INLET & OUTLET PIPES MAY BE NO MORE THAN 24".
3. MULTIPLE INLET PIPES POSSIBLE (REFER TO PROJECT PLANS).
4. INLET/OUTLET PIPE ANGLE CAN VARY TO ALIGN WITH DRAINAGE NETWORK (REFER TO PROJECT PLANS).
5. PEAK FLOW RATE AND MINIMUM HEIGHT LIMITED BY AVAILABLE COVER AND PIPE DIAMETER.
6. LARGER SEDIMENT STORAGE CAPACITY MAY BE PROVIDED WITH A DEEPER SUMP DEPTH.

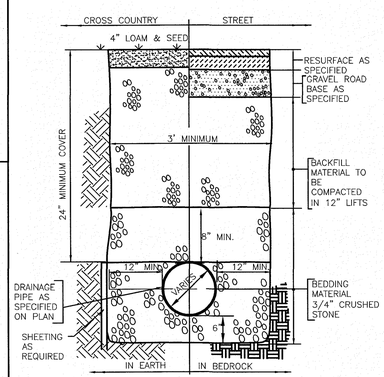
PRODUCT SPECIFICATIONS

A. THE TREATMENT SYSTEM SHALL USE AN INDUCED VORTEX TO SEPARATE POLLUTANTS FROM STORMWATER RUNOFF.
B. THE TREATMENT SYSTEM SHALL FIT WITHIN THE LIMITS OF EXCAVATION (AREA AND DEPTH) AS SHOWN IN THE PROJECT PLANS AND WILL NOT EXCEED THE DIMENSIONS FOR THE DESIGN FLOW RATES SPECIFIED HEREIN.
C. THE TREATMENT SYSTEM SHALL REMOVE GREATER THAN OR EQUAL TO 90% OF TSS BASED ON THE TARGET PARTICLE SIZE (TPS) OF 106 MICRONS AND/OR 80% OF TSS BASED ON THE TPS OF 230 MICRONS AT 0.7 CFS AND 1.2 CFS, RESPECTIVELY.
D. THE TREATMENT SYSTEM SHALL CONVEY THE PEAK ON-LINE FLOW RATES OF UP TO 18 CFS WITHOUT CAUSING HYDRAULIC SURCHARGE CONDITIONS. FULL-SCALE INDEPENDENT LABORATORY HYDROR TESTING SHALL DEMONSTRATE EFFLUENT CONTROL OF LESS THAN OR EQUAL TO 5 MG/L FOR ALL FLOWS UP TO 300% OF WTRT-1GE.
E. THE TREATMENT SYSTEM SHALL BE CAPABLE OF CAPTURING AND RETAINING FINE SILT AND SAND SIZE PARTICLES. ANALYSES OF CAPTURED SEDIMENT FROM FULL-SCALE FIELD INSTALLATIONS SHALL DEMONSTRATE PARTICLE SIZES PREDOMINATELY IN THE 20-MICRON RANGE.

"FIRST DEFENSE" UNIT DETAIL - FD-6HC

(OR APPROVED EQUAL)
NOT TO SCALE

NOTE: CONTRACTOR SHOULD CONFIRM SYSTEM PARTS AND OBTAIN SHOP DRAWINGS FROM MANUFACTURER PRIOR TO CONSTRUCTION.



TYPICAL TRENCH SECTION FOR STORM DRAIN

NOT TO SCALE

STATE OF MAINE
FRANK C. MONTEIRO
No. 7201
LICENSED
PROFESSIONAL ENGINEER
10/17/16

REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET	
1.396 ACRES	
V# OFFSET	
STORE# OFFSET	
GAS STATION# OFFSET	

MHF Design Consultants, Inc.
44 Stiles Road, Suite One
Salem, New Hampshire 03079
(603) 893-0720
ENGINEERS • PLANNERS • SURVEYORS
www.mhfdesign.com

691 MAIN STREET
LEWISTON, MAINE

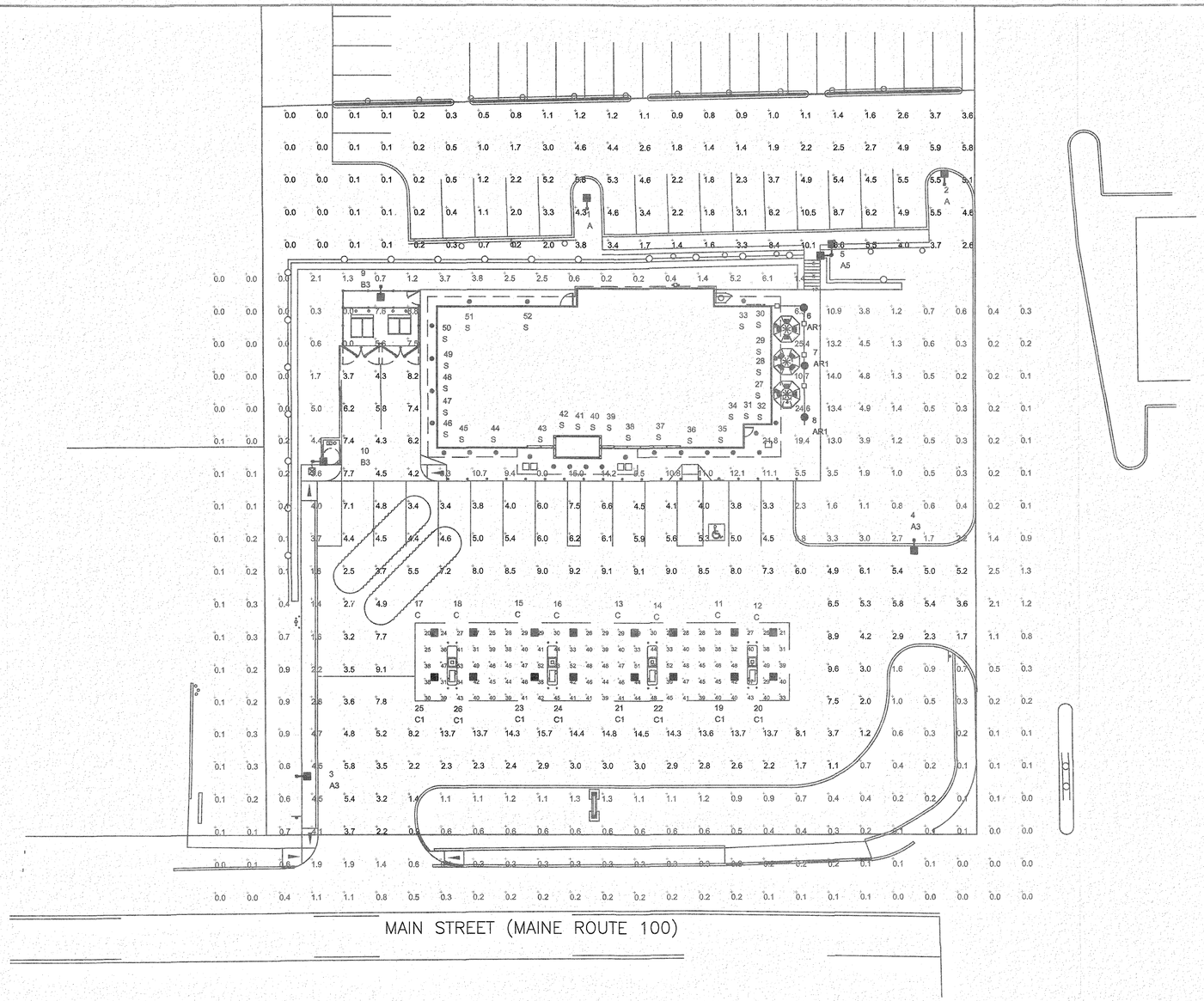
Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

DETAIL SHEET

SCALE: N.T.S.	
DATE: AUGUST 18, 2016	
FILE: 3935SP.DWG	
DRAWN BY: MHF	
CHECKED BY: MHF	
CFG09.3	

F:\Projects\CAD\3935\16\3935DET.dwg 09.3 10/17/16 9:41am cmt

red leonard associates
5630 Bridgetown Rd, Ste 2 | Cincinnati, OH 45248 | 513-574-9500
www.redleonard.com



NOTE:
- FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES
- EXCEPT FOR TYPE "AR" FIXTURES, ALL POLE MOUNTED FIXTURES ARE MOUNTED ON A 15FT POLE ATOP A CONCRETE BASE FLUSH AT GRADE.
-TYPE "AR" FIXTURE IS MOUNTED ON AN 8 FT POLE ATOP A CONCRETE BASE FLUSH AT GRADE.

LUMINAIRE LOCATION SUMMARY

LumNo	Label	MTG. HGT.
1	A	15
2	A	15
3	A3	15
4	A3	15
5	A5	15
6	AR1	8
7	AR1	8
8	AR1	8
9	B3	15
10	B3	15
11	C	14
12	C	14
13	C	14
14	C	14
15	C	14
16	C	14
17	C	14
18	C	14
19	C1	14
20	C1	14
21	C1	14
22	C1	14
23	C1	14
24	C1	14
25	C1	14
26	C1	14

LUMINAIRE LOCATION SUMMARY

LUM NO.	LABEL	MTG. HT.
27	S	12
28	S	12
29	S	12
30	S	12
31	S	12
32	S	12
33	S	12
34	S	12
35	S	12
36	S	12
37	S	12
38	S	12
39	S	16.228
40	S	16.945
41	S	16.945
42	S	16.228
43	S	12
44	S	12
45	S	12
46	S	12
47	S	12
48	S	12
49	S	12
50	S	12
51	S	12
52	S	12

CALCULATION SUMMARY

LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
CANOPY	38.47	54	20	1.92	2.70
PAVED AREA	5.83	15.7	0.9	6.48	17.44
STEPS	9.00	17	5	1.80	3.40
UNDEFINED AREA	1.88	25.4	0.0	N.A.	N.A.
UPPER PAVED AREA	2.48	10.5	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE

SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	ARR. WATTS	TOTAL WATTS	MANUFACTURER	DESCRIPTION
	2	A	SINGLE	10706	1.040	132.5	265	CREE, INC.	ARE-EDG-3M-DA-06-E-UL-XX-700-57K
	2	A3	SINGLE	7896	1.040	134	268	CREE, INC.	ARE-EDG-3MB-DA-06-E-UL-XX-700-57K
	1	A5	2 @ 90 DEGREES	7896	1.040	268	268	CREE, INC.	ARE-EDG-3MB-DA-06-E-UL-XX-700-57K
	3	AR1	SINGLE	7198	1.000	91	273	CREE, INC.	ARE-EDR-3M-R5-04-E-UL-700-57K
	2	B3	SINGLE	8480	1.040	134	268	CREE INC.	ARE-EDG-4MB-DA-06-E-UL-700-57K
	8	C	SINGLE	12060	1.040	134	1072	CREE, INC.	CAN-304-5M-RS-06-E-UL-XX-700-57K
	8	C1	SINGLE	13696	1.040	134	1072	CREE, INC.	CAN-304-PS-RS-06-E-UL-XX-700-57K
	26	S	SINGLE	1757	1.000	19.8	514.8	Cree Lighting - Recessed Downlight	LR618L-40K-120V-A-DR +RC6 HOUSING

REV.	BY	DATE	DESCRIPTION

SCALE: 1" = 20'
DWG SIZE: D
DATE: 9/12/16
RL-3949-S1

LAYOUT BY: TAS

PROJECT NAME:
CUMBERLAND FARMS
LEWISTON, ME

DRAWING NUMBER:
CFG10.0

rla
1 OF 2

RL-3949-S1
CFG10.1

AREA

SYMBOL:	QTY:	LABEL:
■	2	A

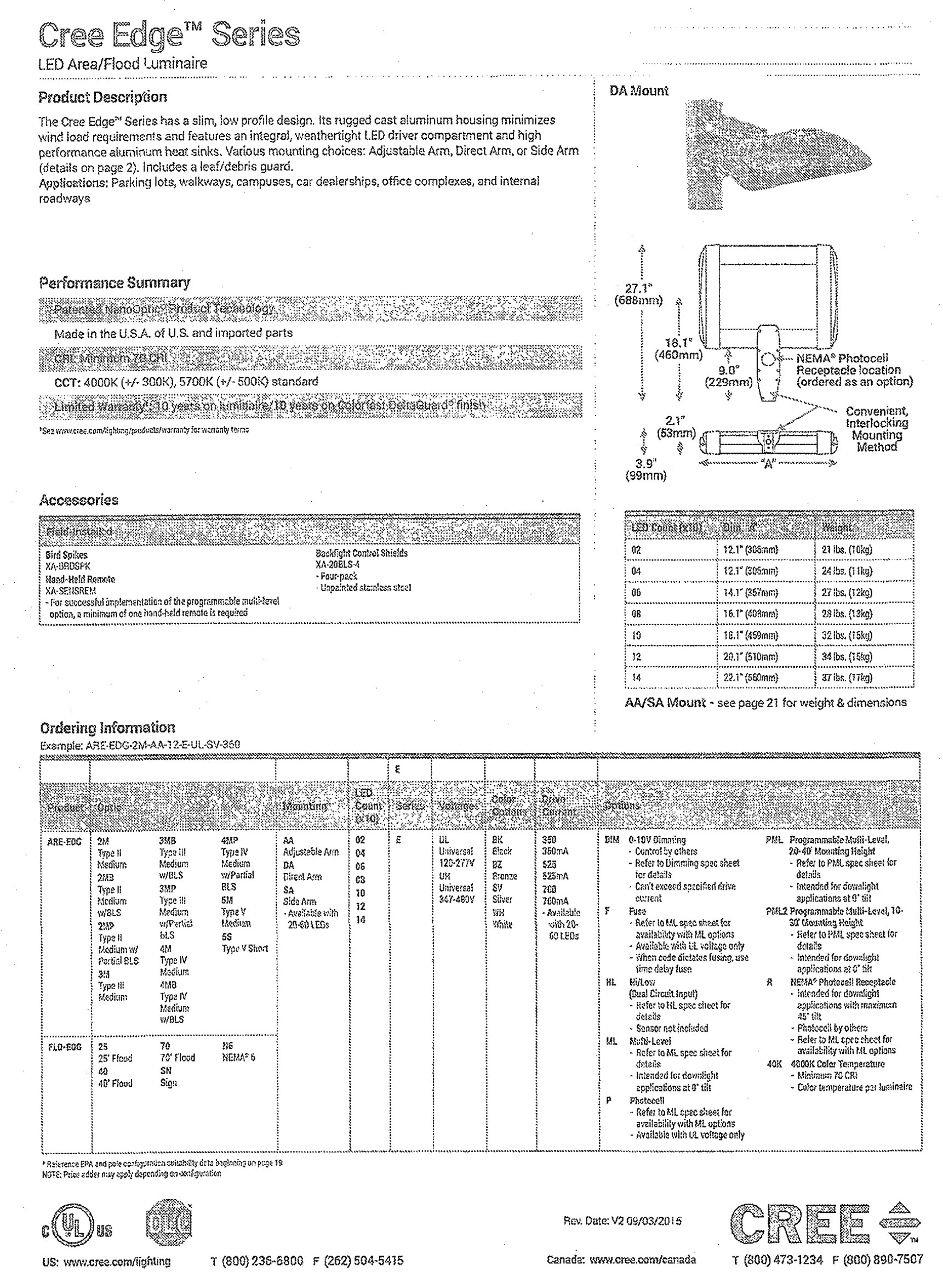
ARE-EDG-3M-DA-06-E-UL-XX-700-57K

SYMBOL:	QTY:	LABEL:
■	2	A3
	1	A5

ARE-EDG-3MB-DA-06-E-UL-XX-700-57K

SYMBOL:	QTY:	LABEL:
■	2	B3

ARE-EDG-4MB-DA-06-E-UL-700-57K



Cree Edge™ Series

LED Area/Flood Luminaire

Product Description

The Cree Edge™ Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weathertight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, or Side Arm (details on page 2). Includes a leaf/debris guard.
Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

Patented NanoOptic® Product Technology
Made in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI
CCT: 4000K (+/- 300K), 5700K (+/- 500K) standard
Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

†See www.cree.com/lighting/products/warranty for warranty terms

Accessories

Field-Installed	
Bird Spikes XA-BRDSPK Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required	Backlight Control Shields XA-20BLS-4 - Four-pack - Unpainted stainless steel

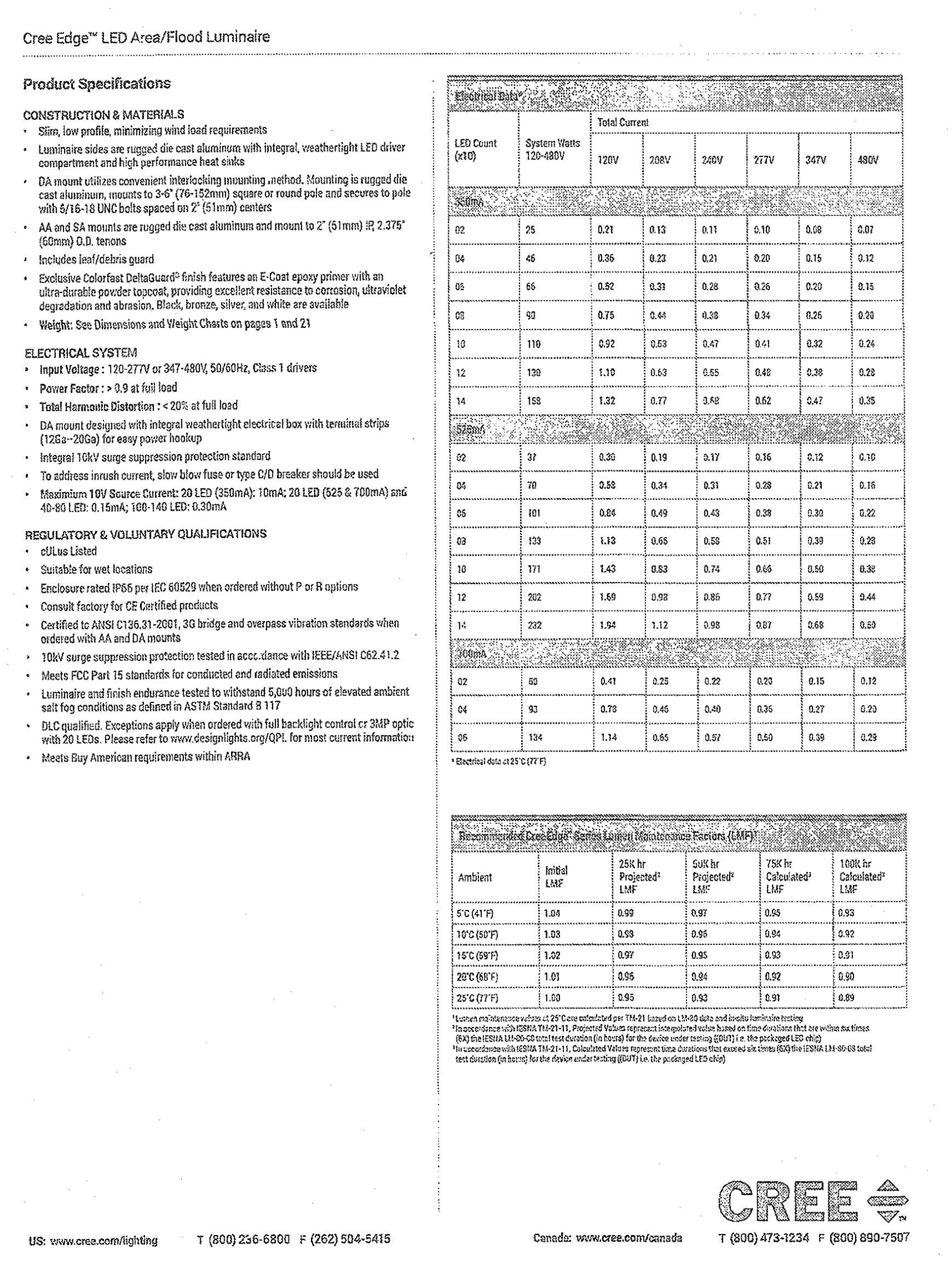
DA Mount

LED Count (x10)	Dim. "A"	Weight
02	12.1" (306mm)	21 lbs. (10kg)
04	12.1" (306mm)	24 lbs. (11kg)
06	14.1" (357mm)	27 lbs. (12kg)
08	16.1" (408mm)	28 lbs. (13kg)
10	18.1" (459mm)	32 lbs. (15kg)
12	20.1" (510mm)	34 lbs. (15kg)
14	22.1" (560mm)	37 lbs. (17kg)

AA/SA Mount - see page 21 for weight & dimensions

Ordering Information

Example: ARE-EDG-2M-AA-12-E-UL-SV-350

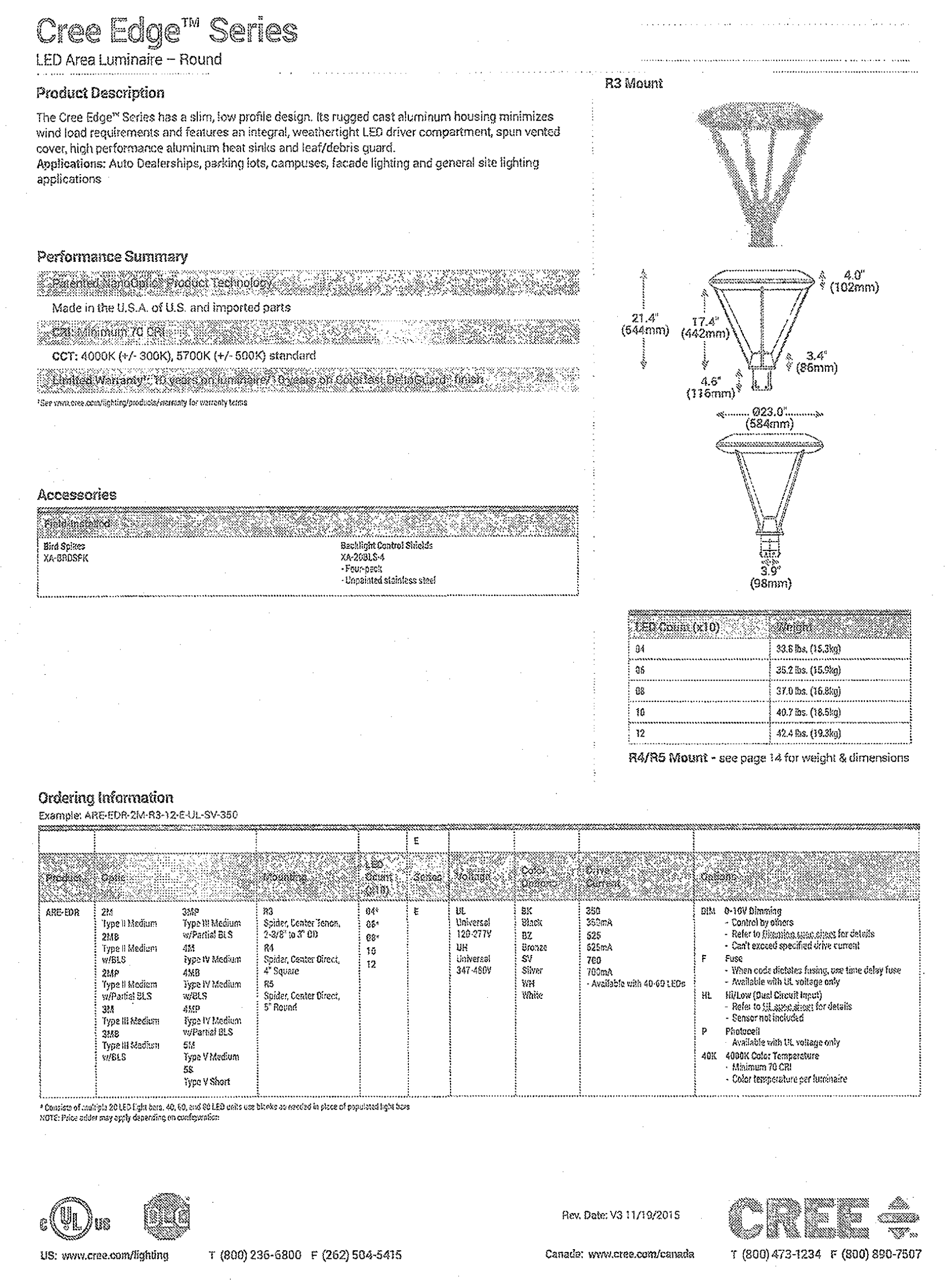


Cree Edge™ LED Area/Flood Luminaire

AREA

SYMBOL:	QTY:	LABEL:
●	3	AR1

ARE-EDR-3M-R5-04-E-UL-700-57K



Cree Edge™ Series

LED Area Luminaire – Round

Product Description

The Cree Edge™ Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weathertight LED driver compartment, spun vented cover, high performance aluminum heat sinks and leaf/debris guard.
Applications: Auto Dealerships, parking lots, campuses, facade lighting and general site lighting applications

Performance Summary

Patented NanoOptic® Product Technology
Made in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI
CCT: 4000K (+/- 300K), 5700K (+/- 500K) standard
Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

†See www.cree.com/lighting/products/warranty for warranty terms

Accessories

Field-Installed	
Bird Spikes XA-BRDSPK	Backlight Control Shields XA-20BLS-4 - Four-pack - Unpainted stainless steel

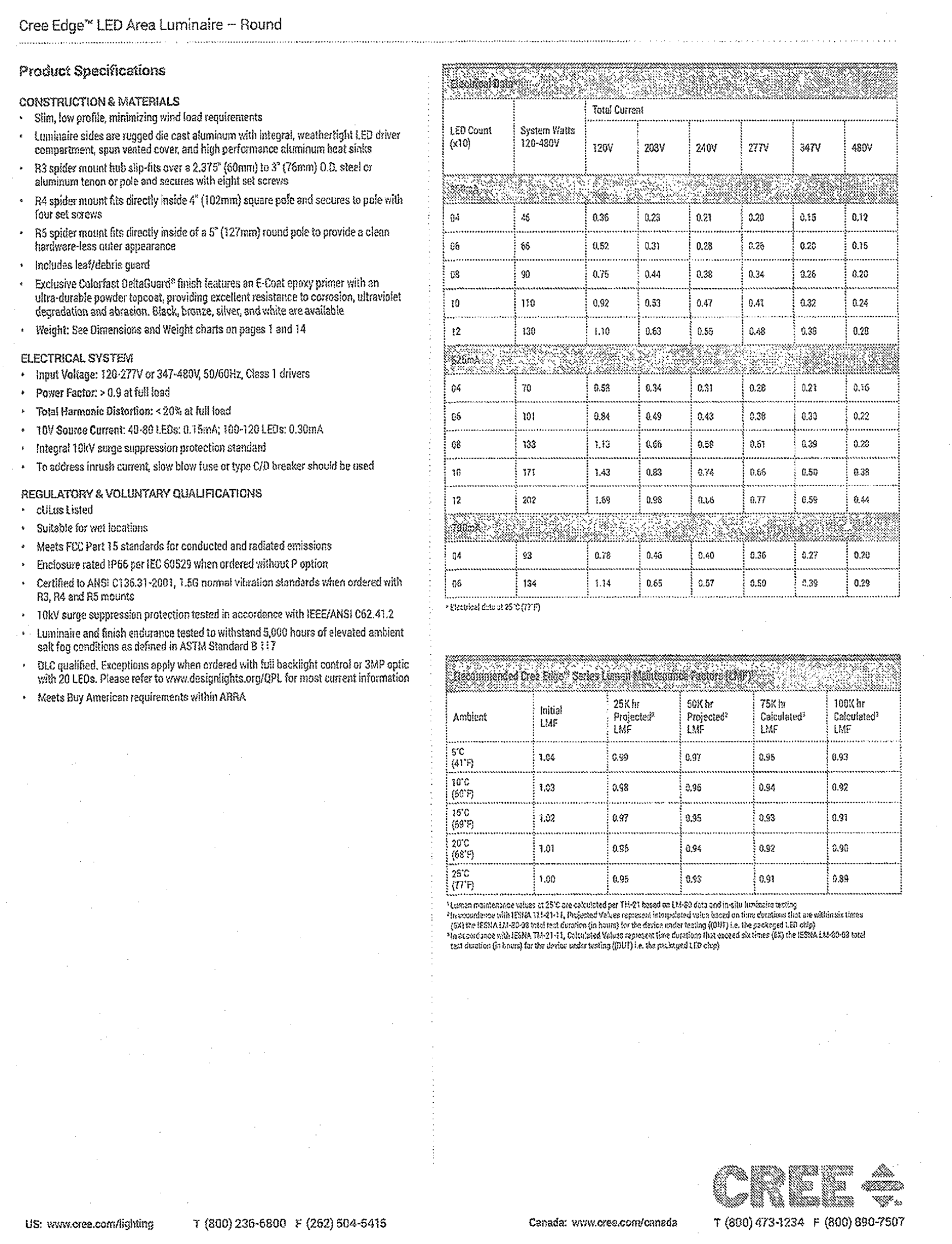
R3 Mount

LED Count (x10)	Weight
04	33.8 lbs. (15.3kg)
06	35.2 lbs. (15.9kg)
08	37.0 lbs. (16.8kg)
10	40.7 lbs. (18.5kg)
12	42.4 lbs. (19.3kg)

R4/R5 Mount - see page 14 for weight & dimensions

Ordering Information

Example: ARE-EDR-2M-R3-12-E-UL-SV-350



Cree Edge™ LED Area Luminaire – Round

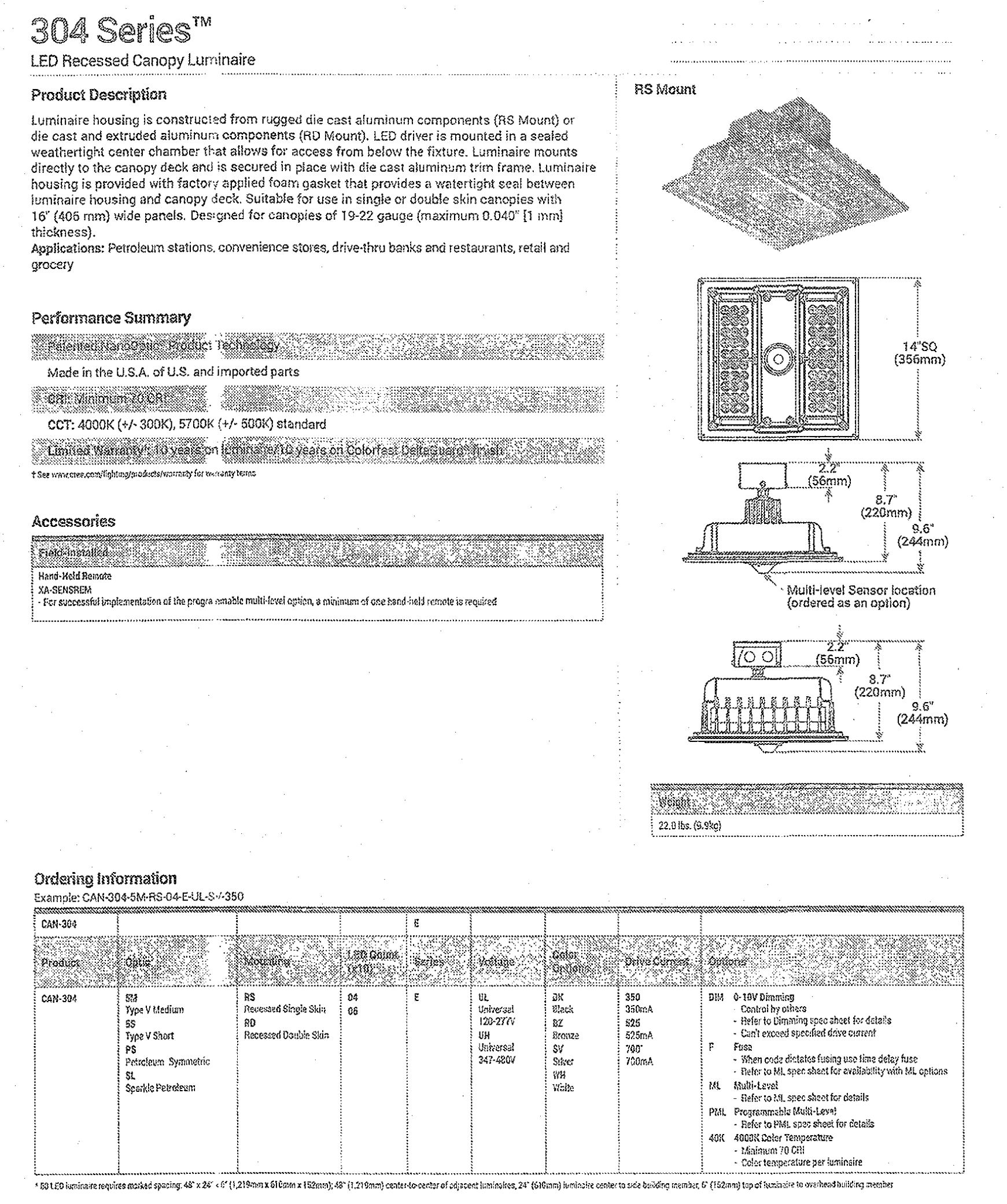
CANOPY

SYMBOL:	QTY:	LABEL:
■	8	C

CAN-304-5M-RS-06-E-UL-XX-700-57K

SYMBOL:	QTY:	LABEL:
■	8	C1

CAN-304-PS-RS-06-E-UL-XX-700-57K



304 Series™

LED Recessed Canopy Luminaire

Product Description

Luminaire housing is constructed from rugged die cast aluminum components (RS Mount) or die cast and extruded aluminum components (RD Mount). LED driver is mounted in a sealed weathertight center chamber that allows for access from below the fixture. Luminaire mounts directly to the canopy deck and is secured in place with die cast aluminum trim frame. Luminaire housing is provided with factory applied foam gasket that provides a watertight seal between luminaire housing and canopy deck. Suitable for use in single or double skin canopies with 16" (406 mm) wide panels. Designed for canopies of 19-22 gauge (maximum 0.040" [1 mm] thickness).
Applications: Petroleum stations, convenience stores, drive-thru banks and restaurants, retail and grocery

Performance Summary

Patented NanoOptic® Product Technology
Made in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI
CCT: 4000K (+/- 300K), 5700K (+/- 500K) standard
Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

† See www.cree.com/lighting/products/warranty for warranty terms

Accessories

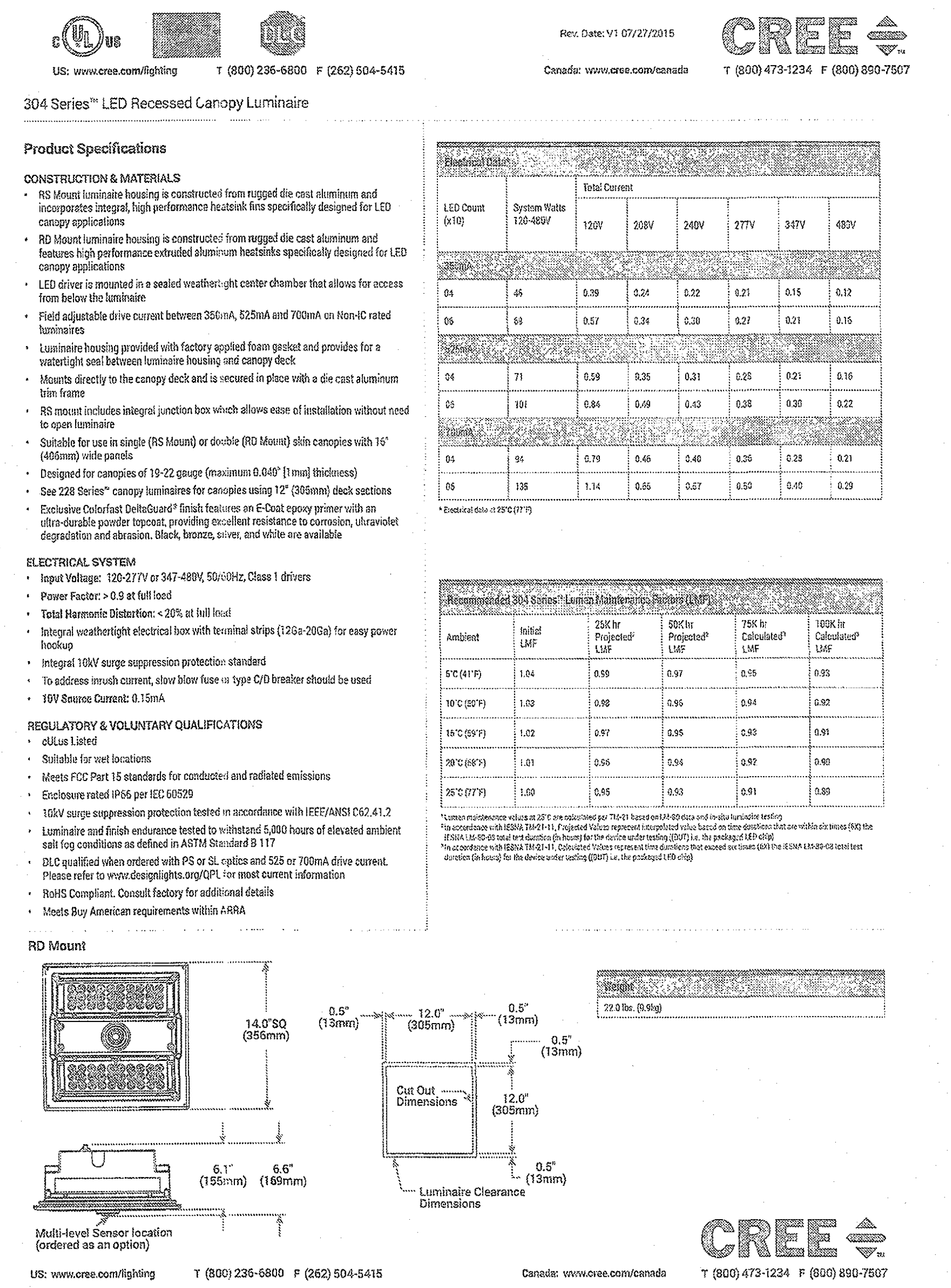
Field-Installed
Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

RS Mount

Weight
22.0 lbs. (9.9kg)

Ordering Information

Example: CAN-304-5M-RS-04-E-UL-SV-350

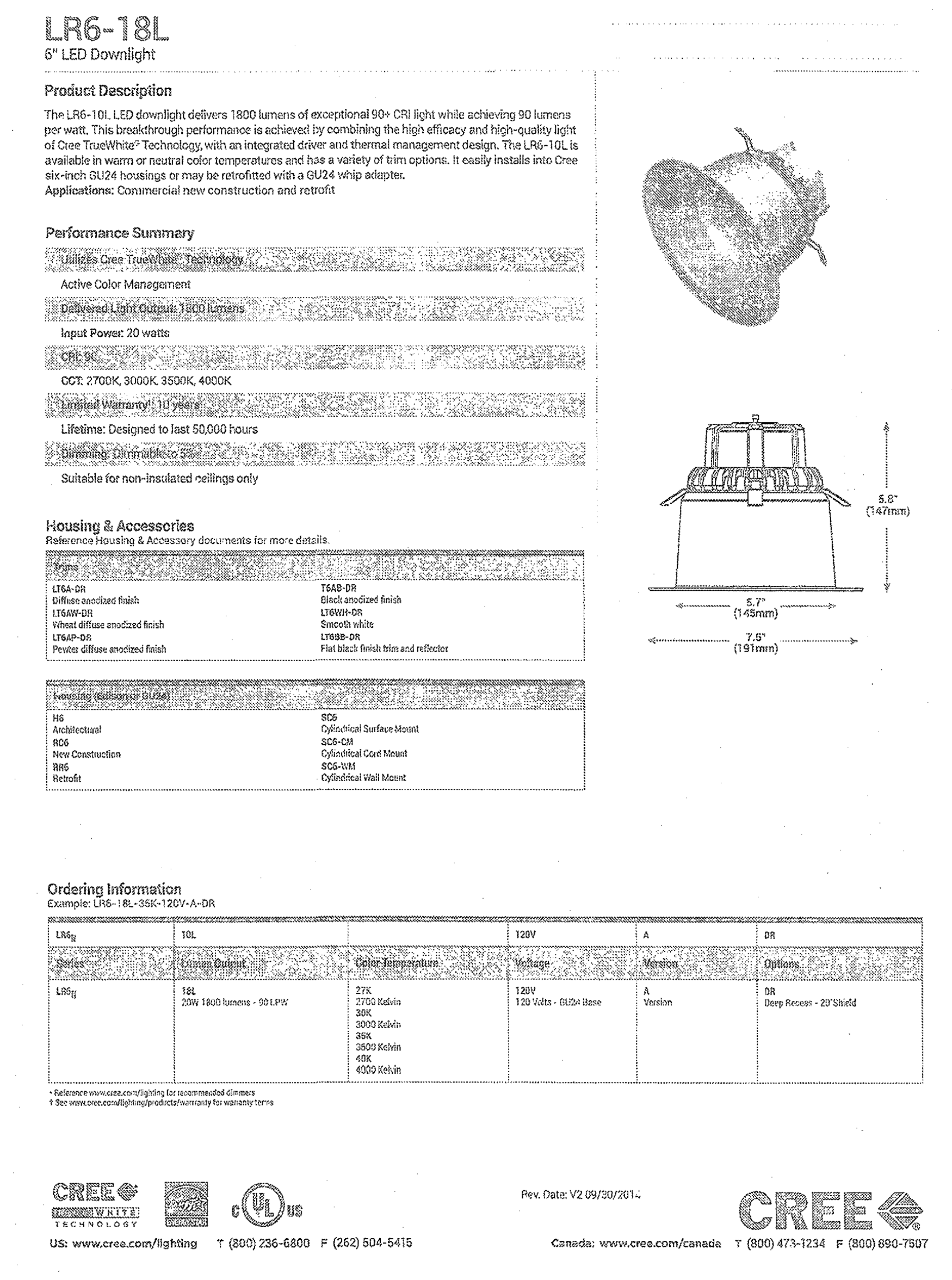


304 Series™ LED Recessed Canopy Luminaire

DOWNLIGHT

SYMBOL:	QTY:	LABEL:
●	26	S

LR618L-40K-120V-A-DR +RC6 HOUSING



LR6-18L

6" LED Downlight

Product Description

The LR6-10L LED downlight delivers 1800 lumens of exceptional 90+ CRI light while achieving 90 lumens per watt. This breakthrough performance is achieved by combining the high efficacy and high-quality light of Cree TrueWhite® Technology, with an integrated driver and thermal management design. The LR6-10L is available in warm or neutral color temperatures and has a variety of trim options. It easily installs into Cree six-inch GU24 housings or may be retrofitted with a GU24 whip adapter.
Applications: Commercial new construction and retrofit

Performance Summary

Utilizes Cree TrueWhite® Technology
Active Color Management
Delivered Light Output: 1800 lumens
Input Power: 20 watts
CRI: 90
CCT: 2700K, 3000K, 3500K, 4000K
Limited Warranty†: 10 years
Lifetime: Designed to last 50,000 hours
Dimming: Dimmable to 5%
Suitable for non-insulated ceilings only

Housing & Accessories

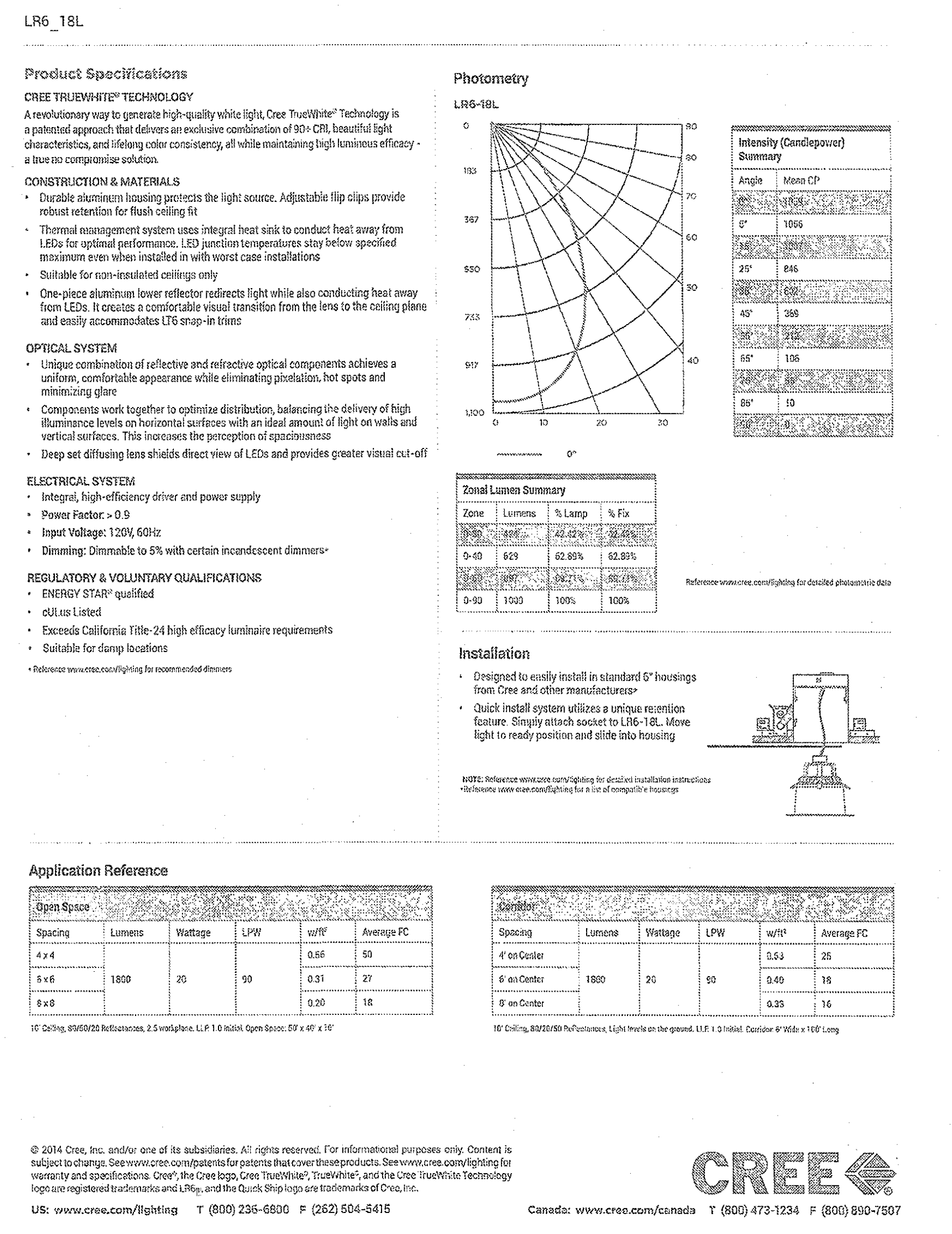
Reference Housing & Accessory documents for more details.

Trims	
LT6A-DR Diffuse anodized finish LT6AW-DR Wheat diffuse anodized finish LT6AP-DR Pewter diffuse anodized finish	T6AB-DR Black anodized finish LT6WH-DR Smooth white LT6BB-DR Flat black finish trim and reflector

Housing (Edison or GU24)	
H6 Architectural RC6 New Construction RR6 Retrofit	SC6 Cylindrical Surface Mount SC6-CM Cylindrical Cord Mount SC6-WM Cylindrical Wall Mount

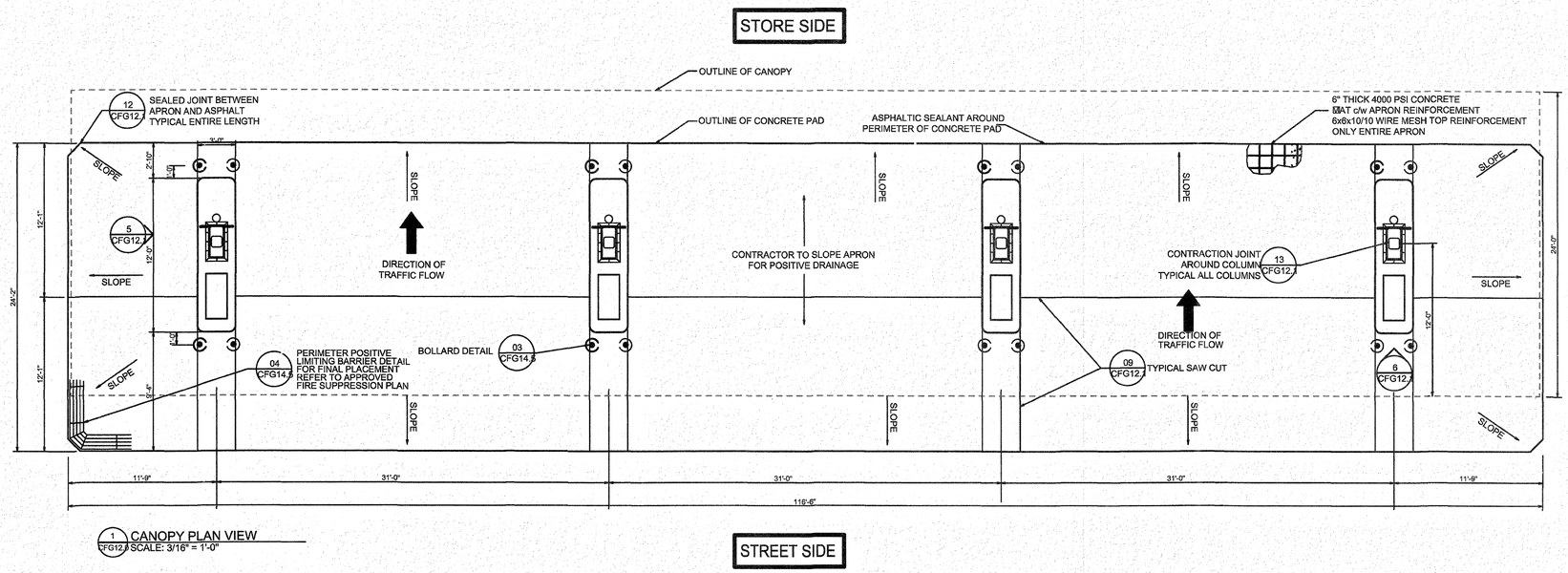
Ordering Information

Example: LR6-18L-35K-120V-A-DR

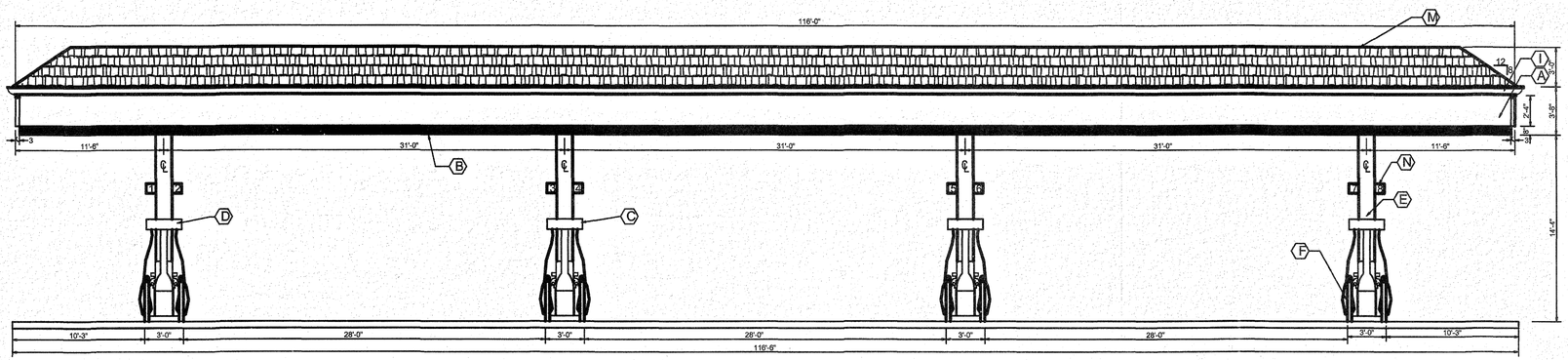


LR6_18L

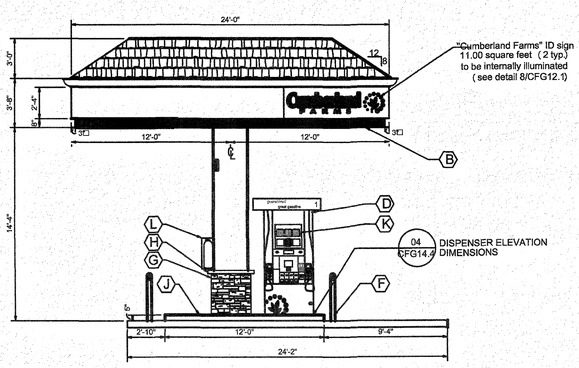
US: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415
Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507



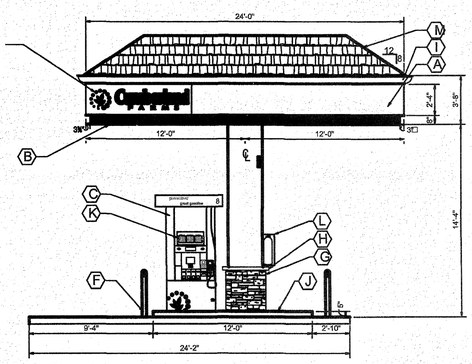
1 CFG12.0 CANOPY PLAN VIEW
SCALE: 3/16" = 1'-0"



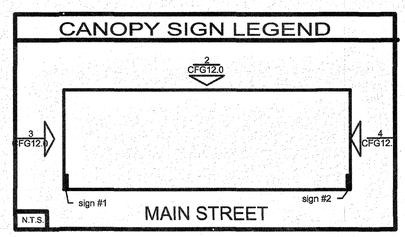
2 CFG12.0 CANOPY FRONT ELEVATION
SCALE: 3/16" = 1'-0"

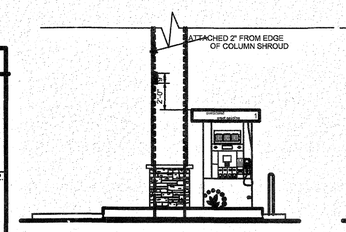


3 CFG12.0 CANOPY LEFT ELEVATION
SCALE: 3/16" = 1'-0"

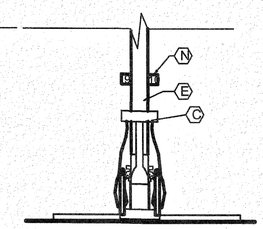


4 CFG12.0 CANOPY RIGHT ELEVATION
SCALE: 3/16" = 1'-0"





5 CFG12.0 GAS DISPENSER # SIGN LOCATION DETAIL
SCALE: 3/16" = 1'-0"



6 CFG12.0 GAS DISPENSER # SIGN LOCATION DETAIL
SCALE: 3/16" = 1'-0"

NOTES:

1. COORDINATE APRON ELEVATIONS WITH CIVIL DRAWINGS AND FIELD ELEVATIONS.

2. DISPENSER SUMPS TO BE SET IN PLACE AND USED AS A FORM TO POUR CONCRETE AROUND.

3. CONCRETE SPECIFICATIONS:
-SOIL BEARING CAPACITY REQ'D: AS PER GEOTECHNICAL REPORT
-CONC. STRENGTH: 4000psi @ 28 DAYS 3% TO 7% AIR.
TROWELLED SMOOTH FINISH WITH TWO COATS SEALING/CURING COMPOUND.
-CANOPY FOOTING CONC. STRENGTH: REFER TO DRAWINGS PROVIDED BY MANUFACTURER

4. ALL EQUIPMENT INSTALLATIONS MUST COMPLY WITH MANUFACTURER'S SPECIFICATIONS.

5. ALL EQUIPMENT AND CONSTRUCTION ARE NEW AND FACILITY IS TO BE ATTENDED SELF-SERVICE.

6. REFER TO CANOPY MANUFACTURERS DRAWINGS FOR SPECIFIC CANOPY FOOTING OPTIONS.

7. REFER TO CANOPY MANUFACTURERS DRAWINGS FOR ARCHITECTURAL DETAILS ON CANOPY AND COLUMNS.

8. SEE CIVIL PLANS FOR ORIENTATION ON SITE, AND FOR TRAFFIC FLOW

9. REFER TO CANOPY DETAIL SCHEDULE ON SHEET CFG12.1 FOR ADDITIONAL INFORMATION

10. GC TO COORDINATE THE SPECIFIC LOCATIONS OF THE APRON EXPANSION JOINTS BASED ON THE FINAL POSITIVE LIMITING BARRIER DESIGN. REFER TO THE FIRE SUPPRESSION PLAN FOR THE PLB LAYOUT

REVISIONS

DATE	REV. BY.	DESCRIPTION

V# 000

Store# 0000

Gas Station#00000

691 MAIN STREET
LEWISTON, ME

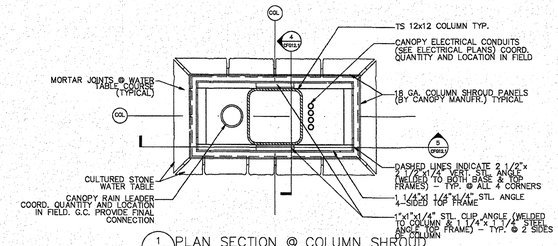
CUMBERLAND FARMS, INC.
100 Crossing Boulevard
Framingham, Massachusetts 01702

SCALE	3/16" = 1'-0"
DATE:	03-29
FILE:	x:canopy/viewiston
DRAWN BY:	DB
CHECKED BY:	

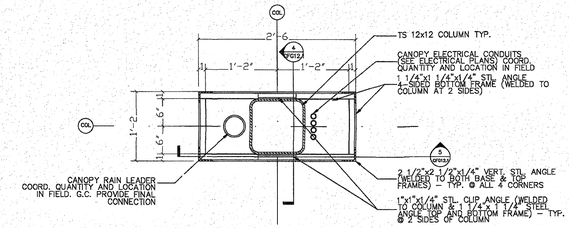
PROPOSED CANOPY PLAN & ELEVATIONS

CFG12.0

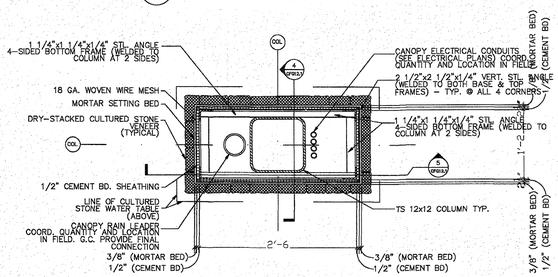
MHF PROJECT NO. 393516 SHEET 1 OF 1



1 CFG12.1 PLAN SECTION @ COLUMN SHROUD
SCALE: NOT TO SCALE



2 CFG12.1 PLAN VIEW OF STEEL FRAME
SCALE: NOT TO SCALE



3 CFG12.1 PLAN SECTION @ CULTURED STONE BASE
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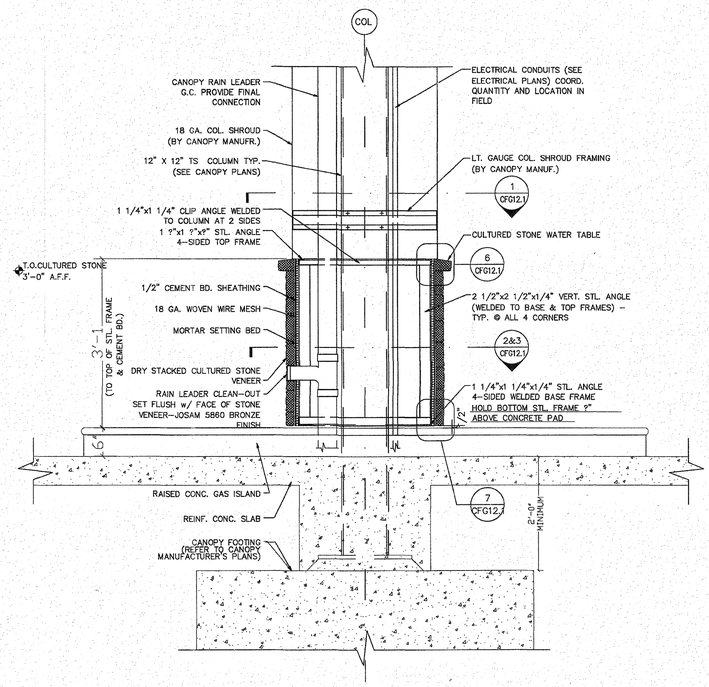
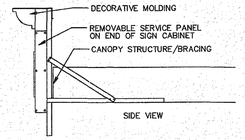
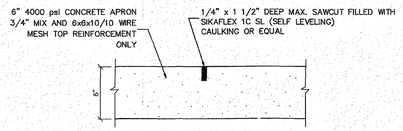


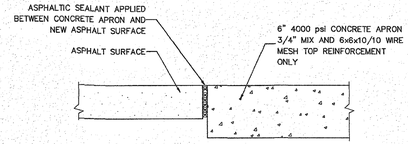
5 CFG12.1 SECTION @ BASE OF GAS ISLAND COLUMN WRAP
SCALE: NOT TO SCALE



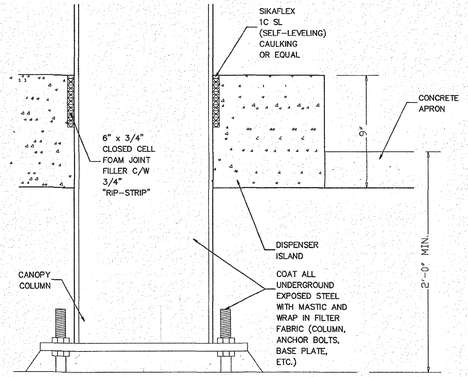
8 CFG12.1 CANOPY SIGN DETAIL
SCALE: NOT TO SCALE



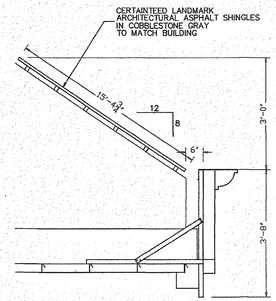
09 CFG12.1 TYPICAL SAWCUT DETAIL
SCALE: NOT TO SCALE



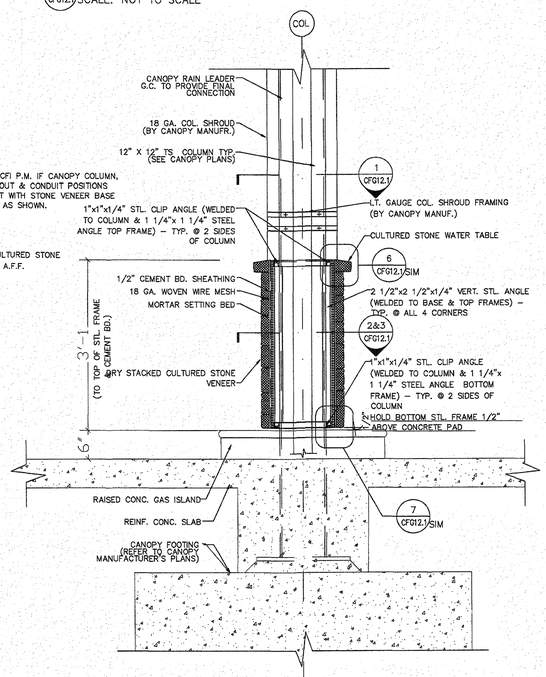
12 CFG12.1 TYPICAL CONCRETE/ASPHALT DETAIL
SCALE: NOT TO SCALE



13 CFG12.1 ISLAND COLUMN DETAIL
SCALE: NOT TO SCALE



14 CFG12.1 TYPICAL CANOPY ROOF SECTION
SCALE: NOT TO SCALE



4 CFG12.1 SECTION @ BASE OF GAS ISLAND COLUMN WRAP
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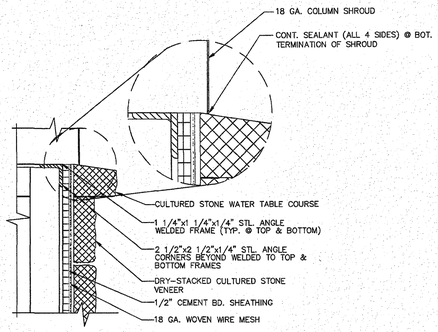
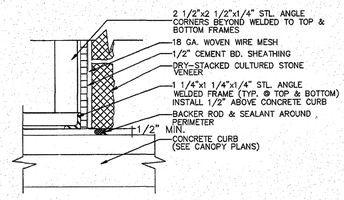
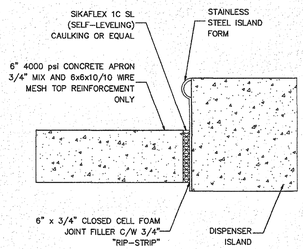


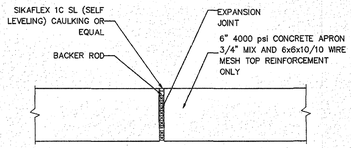
6 CFG12.1 DETAIL @ STONE WATER ?TABLE
SCALE: NOT TO SCALE



7 CFG12.1 DETAIL @ BASE OF COLUMN WRAP
SCALE: NOT TO SCALE



10 CFG12.1 TYPICAL ISLAND/APRON DETAIL
SCALE: NOT TO SCALE



11 CFG12.1 TYPICAL EXPANSION JOINT DETAIL
SCALE: NOT TO SCALE

CANOPY DETAIL SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL	COLOR	QUANTITY	REMARKS
A	Canopy Fascia	ALCOA	ACM: Rynobond	Shell White	Per Plan	
B	Canopy Striping	3M	#160-10	PMS 376C	Per Plan	8" Trans. Vinyl Stripe
C	Multi-Product Dispenser	Wayne	Ovation B12	———	4	
D	3+1 Diesel Dispenser	Wayne	Ovation B23	———	1	
E	Canopy Columns/Shrouds	See Canopy Manufacturer	———	Shell White	5	12"x12" column with 17"x33" shrouds
F	Canopy Bollard	Universal	4" OD 7'-0"H	Shell White	5	Steel bollard with PVC sleeve
G	Cultured Stone Veneer	Owens Corning Cultured Stone	CSV-2028 Southern Ledgestone	Fog	Per Plan	
H	Cultured Stone Watertable	Owens Corning Cultured Stone	CSV-2028 Southern Ledgestone	Fog	Per Plan	
I	Decorative Moulding	See Canopy Manufacturer	———	Shell White	Per Plan	
J	Dispenser Island Form	Riverside steel	———	Stainless Steel	5	3'Wx12'Lx9"H with 6" radius corners
K	Dispenser LED Pump Topper	ABLE	———	Black w/ Red, Green, & White LEDs	5	SmartPay Alternator
L	Hand operated 40BC Fire Extinguisher	———	———	———	5	
M	Canopy Roofing	Certainteed Landmark	Landmark	Cobblestone Gray	Per Plan	Architectural Asphalt Shingles
N	Dispenser Numbering Sign	———	———	White w/ Green #	10	Provided by CFI, dispenser# decal to be applied in the field by GC

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44 Stiles Road, Suite One
Salem, New Hampshire 03079
(603) 893-0720
ENGINEERS • PLANNERS • SURVEYORS
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REVISIONS			
NO.	DATE	REV. BY.	DESCRIPTION

60,789 SQUARE FEET
1.396 ACRES
V# OFFSET
STORE# OFFSET
GAS STATION# OFFSET

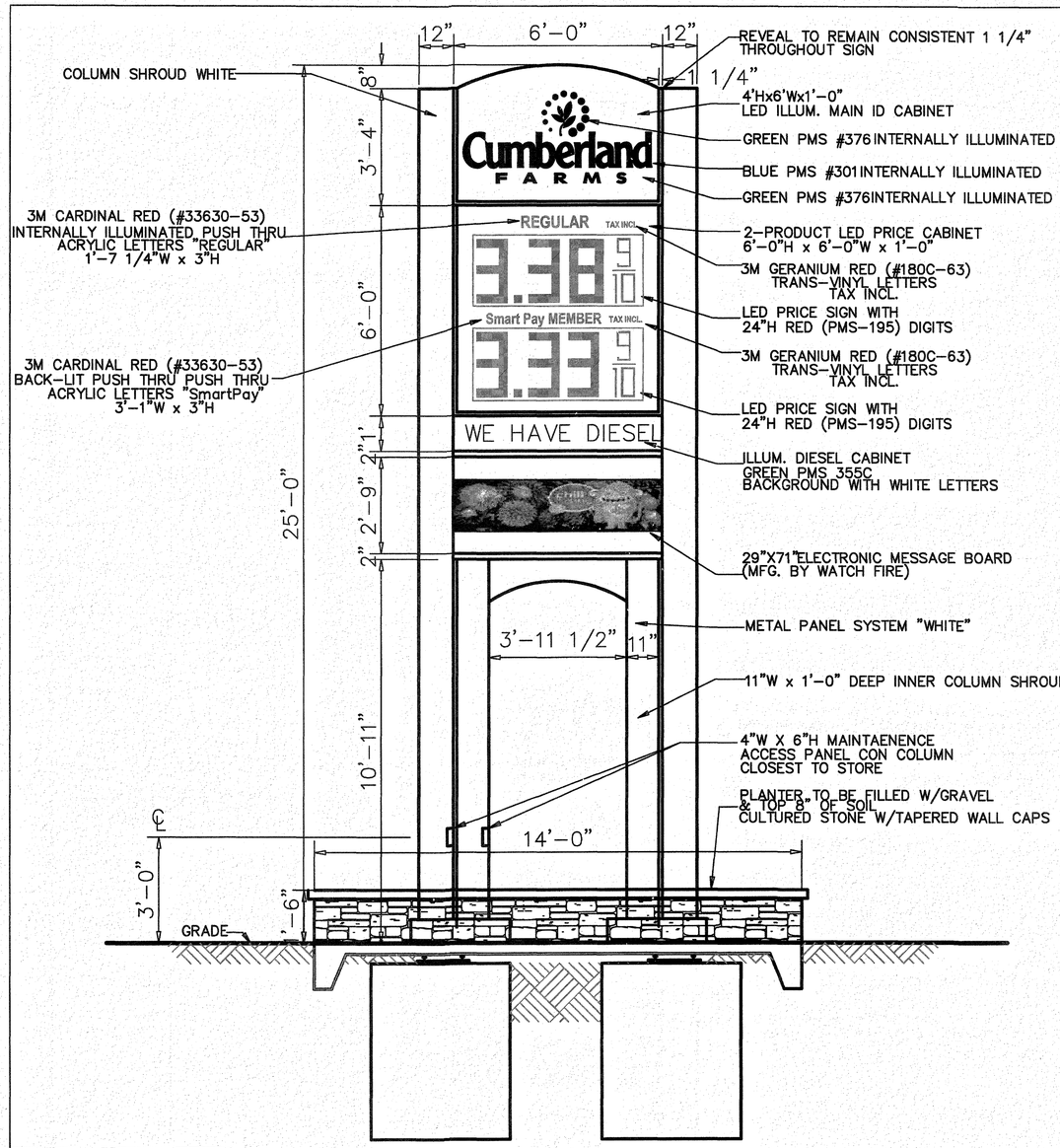
691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

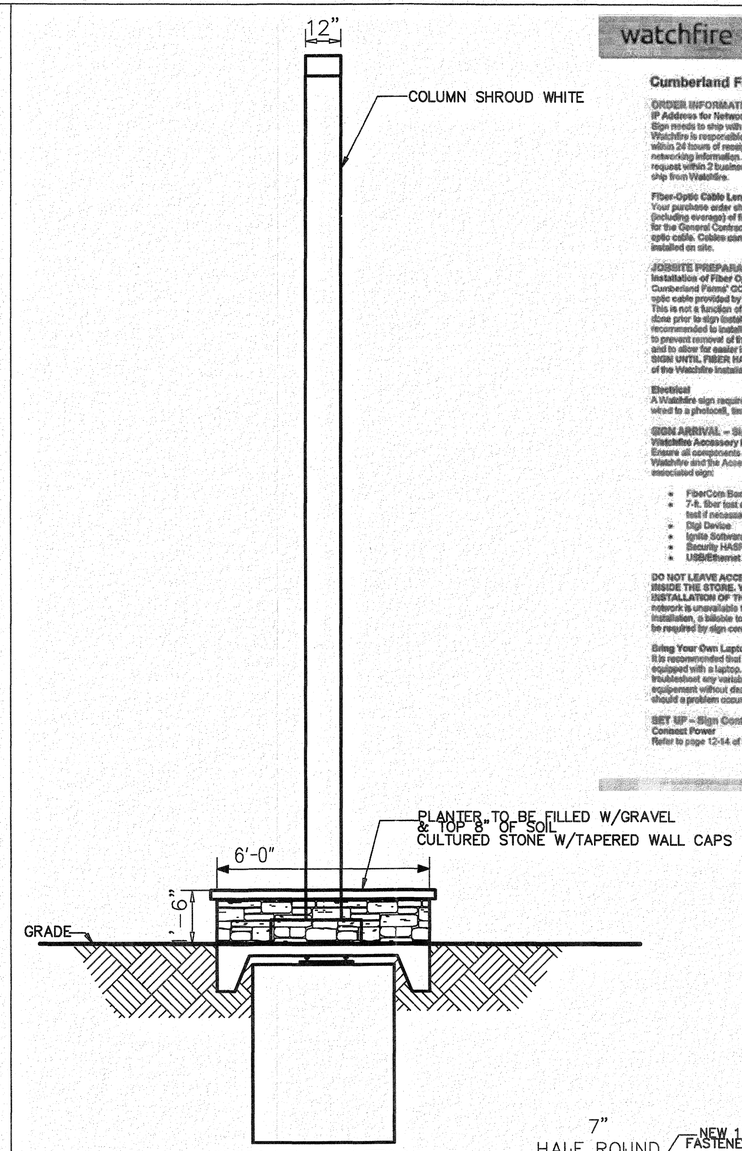
SCALE: NTS
DATE: AUGUST 18, 2016
FILE: 3935CanopyDet.dwg
DRAWN BY: MHF
CHECKED BY: MHF

PROPOSED CANOPY DETAILS
CFG12.1

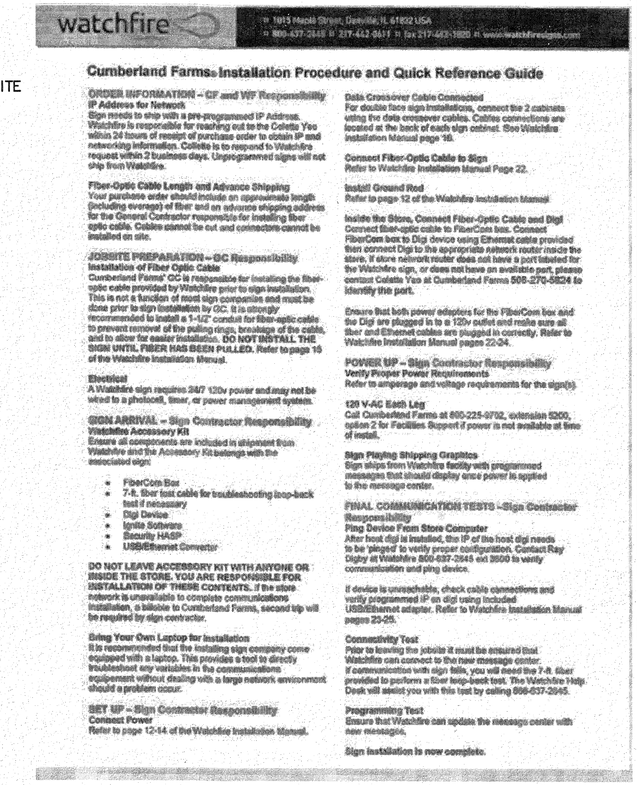
MHF PROJECT NO. 393516 SHEET 1 OF 1



FRONT VIEW



SIDE VIEW



watchfire

1015 Hazel Street, Danville, IL 61832 USA
800-637-2445 P 217-442-0411 F fax 217-442-1820 H www.watchfiresigns.com

Cumberland Farms® Installation Procedure and Quick Reference Guide

ORDER INFORMATION – CF and WF Responsibility
IP Address for Network
Sign needs to ship with a pre-programmed IP Address. Watchfire is responsible for reaching out to the Colette Yao within 24 hours of receipt of purchase order to obtain IP and networking information. Colette is to respond to Watchfire request within 2 business days. Unprogrammed signs will not ship from Watchfire.

Fiber-Optic Cable Length and Advance Shipping
Your purchase order should include an approximate length (including overage) of fiber and an advance shipping address for the General Contractor responsible for installing fiber optic cable. Cables cannot be cut and connectors cannot be installed on site.

JOBSITE PREPARATION – GC Responsibility
Installation of Fiber Optic Cable
Cumberland Farms' GC is responsible for installing the fiber-optic cable provided by Watchfire prior to sign installation. This is not a function of most sign companies and must be done prior to sign installation by GC. It is strongly recommended to install a 1-1/2" conduit for fiber-optic cable to prevent removal of the pulling rings, breakage of the cable, and to allow for easier installation. **DO NOT INSTALL THE SIGN UNTIL FIBER HAS BEEN PULLED.** Refer to page 16 of the Watchfire Installation Manual.

Electrical
A Watchfire sign requires 24/7 120v power and may not be wired to a photocell, timer, or power management system.

SIGN ARRIVAL – Sign Contractor Responsibility
Watchfire Accessory Kit
Ensure all components are included in shipment from Watchfire and the Accessory Kit belongs with the associated sign:

- FiberCom Box
- 7-ft. fiber test cable for troubleshooting loop-back test if necessary
- Digi Device
- Ignite Software
- Security HASP
- USB/Ethernet Converter

DO NOT LEAVE ACCESSORY KIT WITH ANYONE OR INSIDE THE STORE. YOU ARE RESPONSIBLE FOR INSTALLATION OF THESE CONTENTS. If the store network is unavailable to complete communications installation, a billable to Cumberland Farms, second trip will be required by sign contractor.

Bring Your Own Laptop for Installation
It is recommended that the installing sign company come equipped with a laptop. This provides a tool to directly troubleshoot any variables in the communications equipment without dealing with a large network environment should a problem occur.

SET UP – Sign Contractor Responsibility
Connect Power
Refer to page 12-14 of the Watchfire Installation Manual.

Data Crossover Cable Connected
For double face sign installations, connect the 2 cabinets using the data crossover cables. Cables connections are located at the back of each sign cabinet. See Watchfire Installation Manual page 18.

Connect Fiber-Optic Cable to Sign
Refer to Watchfire Installation Manual Page 22.

Install Ground Rod
Refer to page 12 of the Watchfire Installation Manual

Inside the Store, Connect Fiber-Optic Cable and Digi
Connect fiber-optic cable to FiberCom box. Connect FiberCom box to Digi device using Ethernet cable provided then connect Digi to the appropriate network router inside the store. If store network router does not have a port labeled for the Watchfire sign, or does not have an available port, please contact Colette Yao at Cumberland Farms 508-270-5824 to identify the port.

Ensure that both power adapters for the FiberCom box and the Digi are plugged in to a 120v outlet and make sure all fiber and Ethernet cables are plugged in correctly. Refer to Watchfire Installation Manual pages 23-24.

POWER UP – Sign Contractor Responsibility
Verify Proper Power Requirements
Refer to amperage and voltage requirements for the sign(s).

120 V-AC Each Leg
Call Cumberland Farms at 800-225-9702, extension 5200, option 2 for Facilities Support if power is not available at time of install.

Sign Playing Shipping Graphics
Sign ships from Watchfire facility with programmed messages that should display once power is applied to the message center.

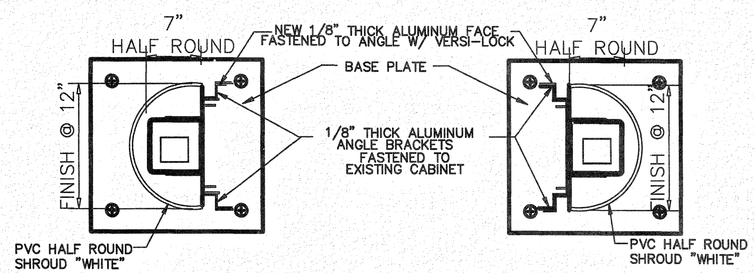
FINAL COMMUNICATION TESTS – Sign Contractor Responsibility
Ping Device From Store Computer
After host digi is installed, the IP of the host digi needs to be 'pinged' to verify proper configuration. Contact Ray Digby at Watchfire 800-637-2445 ext 3500 to verify communication and ping device.

If device is unreachable, check cable connections and verify programmed IP on digi using included USB/Ethernet adapter. Refer to Watchfire Installation Manual pages 23-25.

Connectivity Test
Prior to leaving the jobsite it must be ensured that Watchfire can connect to the new message center. If communication with sign fails, you will need the 7-ft. fiber provided to perform a fiber loop-back test. The Watchfire Help Desk will assist you with this test by calling 800-637-2445.

Programming Test
Ensure that Watchfire can update the message center with new messages.

Sign installation is now complete.



COLUMN SHROUD DETAIL

NOT TO SCALE

SIGN SQ.FT
CUMBERLAND FARMS – 24.0 SQ. FT.
PRICE CABINET – 36.0 SQ. FT.
DIESEL CABINET – 6.0 SQ. FT.
MESSAGE CENTER – 16.5 SQ. FT.
TOTAL – 82.5 SQ. FT.

NOTE:

SEE SHEET A0.5 AND S4.1 FOR FOUNDATION AND STRUCTURAL DETAILS
THESE PLANS WILL BE PREPARED PRIOR TO FILING FOR A BUILDING PERMIT

ID&GAS PRICE SIGN ELECTRICAL REQUIREMENTS

1" PVC CONDUIT W/ 3#10 AND 1#10 GROUND (20 AMP)
1" PVC CONDUIT 'SPARE' W/PULL STRINGS
1 WEATHER PROOF JUNCTION BOX

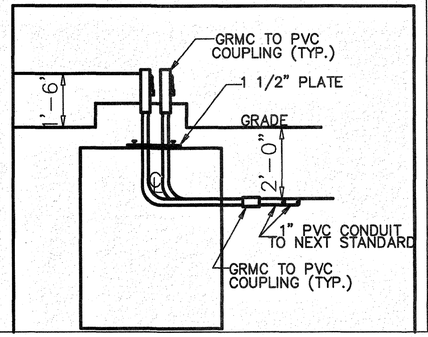
ELECTRONIC MESSAGE BOARD SYSTEM/CABLE REQUIREMENTS

ONE MEDIA CONVERTER IS NEEDED TO CONVERT THE ETHERNET SIGNAL FROM THE SWITCH (OR COMPUTER) TO FIBER-OPTIC SIGNAL, AND THEN A SECOND MEDIA CONVERTER IS LOCATED IN THE IN THE SIGNAL TERMINATION ENCLOSURE TO CONVERT THE FIBER-OPTIC SIGNAL BACK TO ETHERNET A MINIMUM OF TWO 62.5UM FIBER-OPTIC CABLES WITH ST STYLE CONNECTORS ARE REQUIRED.

DAKTRONICS OFFERS FIBER-OPTIC CABLES WHICH MAY BE BURIED EITHER DIRECTLY OR IN CONDUIT, BUT SHOULD NOT BE SUBJECTED TO FLEXING. THE MAXIMUM LENGTH OF A FIBER-OPTIC CABLE IS 1.2 MILES (APPROXIMATELY 2,000 METERS) BETWEEN MEDIA CONVERTERS. FIBER-OPTIC SIGNAL CABLES AND POWER WIRES CAN BOTH BE ROUTED THROUGH THE SAME CONDUIT.

SPECIFICATIONS

* 12" DEEP ALUMINUM FABRICATED SIGN CABINET W/INTERNAL, HIGH OUTPUT FLOURESCENT ILLUMINATION...CABINET PAINTED WHITE
* 1/8" ALUMINUM CAM ROUTERED SIGN FACES, "CUMBERLAND FARMS" ROUTERED TEXT AND LOGO
* CLEAR ACRYLIC PUSH THRU(1/2"-5/8" EXPOSED) "CUMBERLAND" TEXT TO RECEIVE TRANSLUCENT VINYL OVERLAY 3M BLUE...LOGO "FARMS" VINYL O
* SIGN TO INSTALL BETWEEN NEW 8" SQUARE STEEL COLUMNS...INLCLUDES NEW HALF ROUND PVC POLE COVERS, INNER ARCHED ALUMINUM FILLER AND



REVISIONS		
DATE	REV. BY:	DESCRIPTION

V# NEW
STORE# NEW
GAS STATION# NEW

691 MAIN STREET
LEWISTON, ME

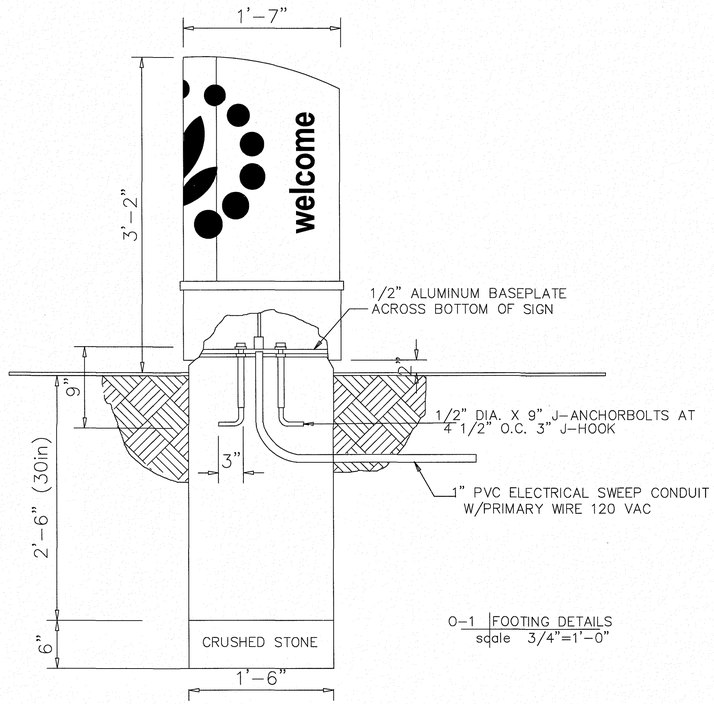
Cumberland FARMS

CUMBERLAND FARMS, INC.
100 CROSSING BOULEVARD
FRAMINGHAM, MASSACHUSETTS 01702

SCALE: 1/2" = 1'-0"
DATE: 4-25-2016
File: p:/LEWISTON.db
DRAWN BY: DB
CHECKED BY:

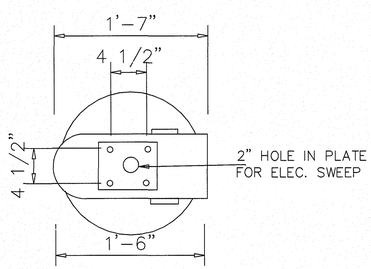
SIGN PLAN CFG13.0

MHF PROJECT NO. 393516 SHEET 1 OF 1



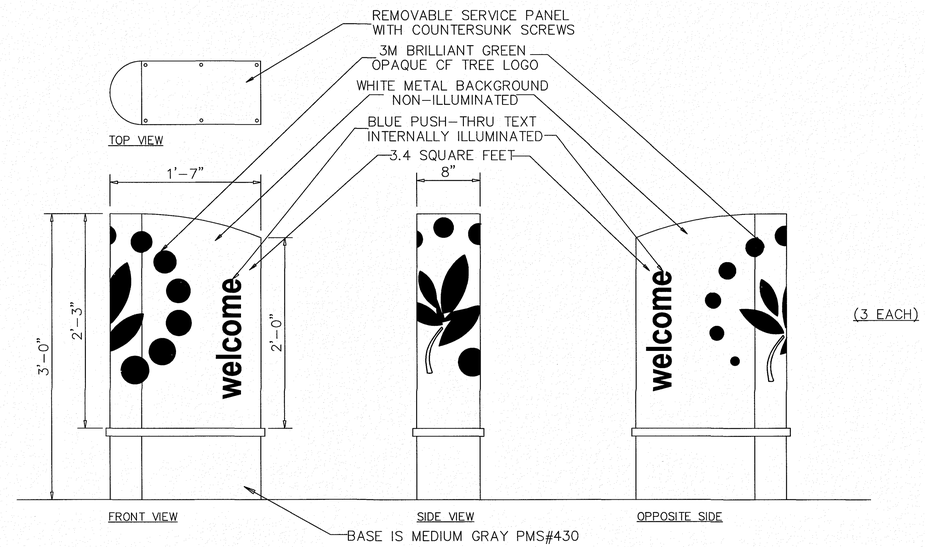
0-1 FOOTING DETAILS
scale 3/4"=1'-0"

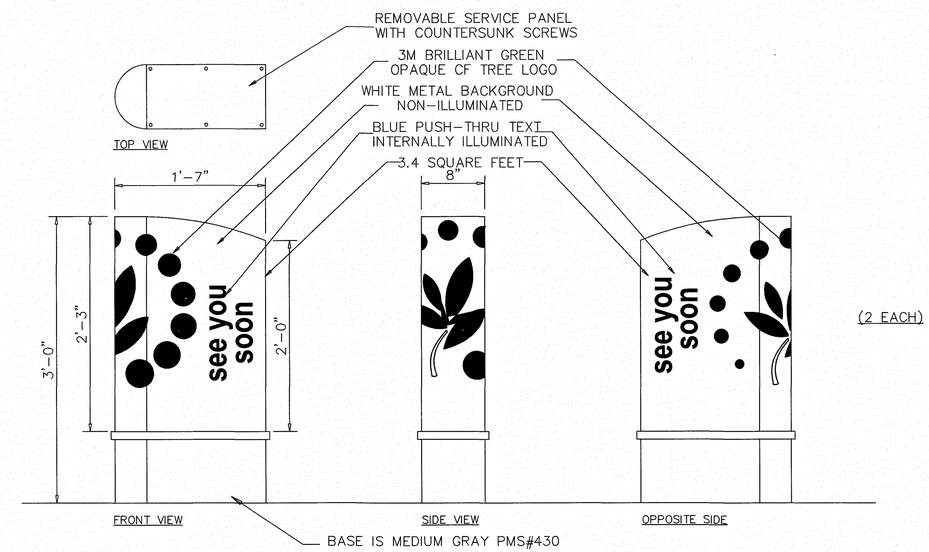
NEW CONCRETE FOOTING



FOUNDATION

SEE PLANS BY PRO SIGN FOR
ADDITIONAL DETAILS





DIRECTIONAL SIGN DETAILS

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(603) 893-0720
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REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION

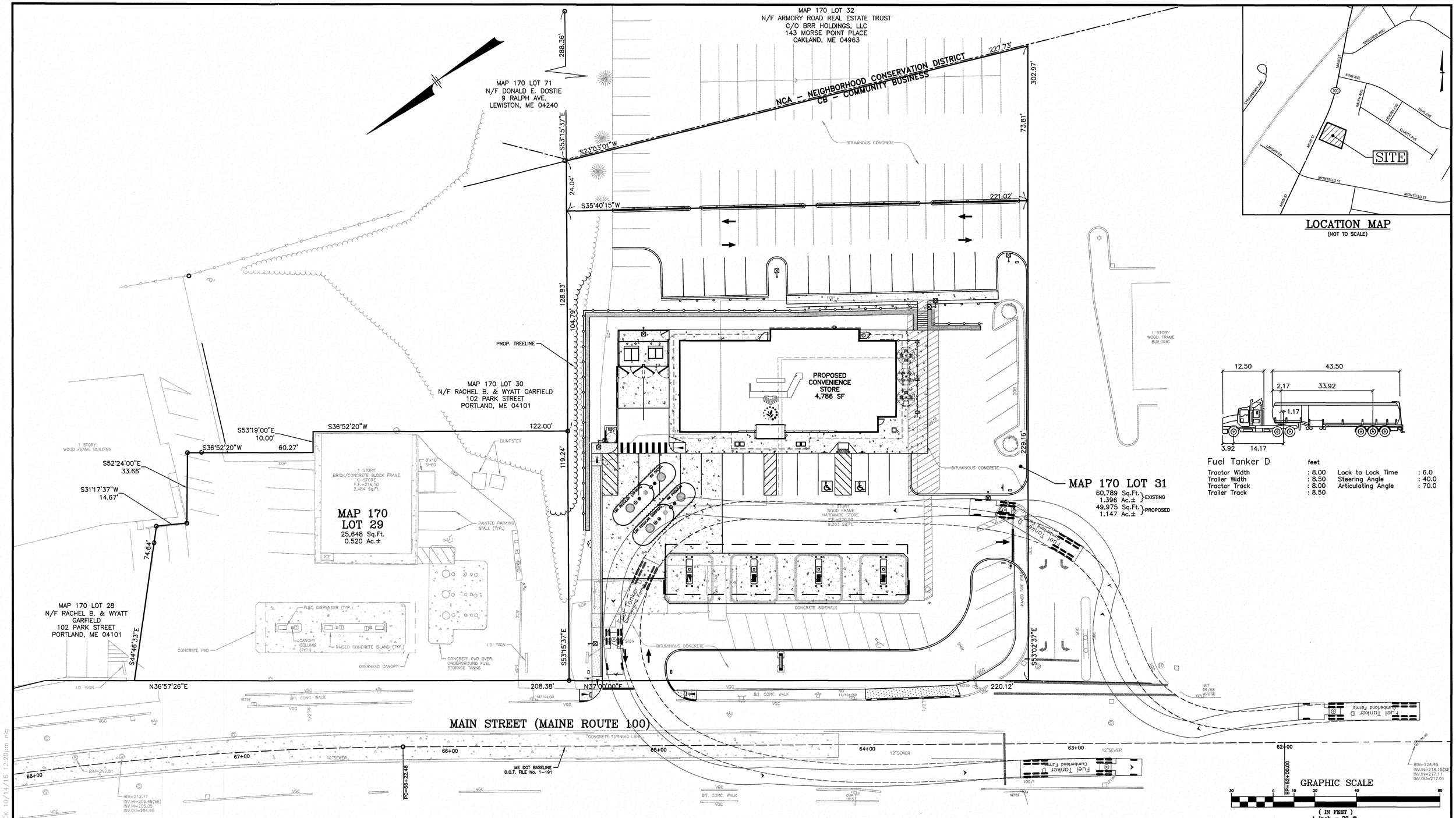
60,789 SQUARE FEET
1.396 ACRES
V# OFFSET
STORE# OFFSET
GAS STATION# OFFSET

691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE: NTS
DATE: OCTOBER 17, 2016
FILE: 39350FG13.1.dwg
DRAWN BY: MHF
CHECKED BY: MHF

DIRECTIONAL SIGN DETAILS
CFG13.1



LEGEND

VERTICAL GRANITE CURB	UTILITY POLE
BITUMINOUS CONCRETE LIP CURBING	DRAIN MANHOLE
OVERHEAD SERVICE WIRES	SEWER MANHOLE
DOUBLE SOLID YELLOW LINE	TELEPHONE MANHOLE
BROKEN WHITE LINE	CATCH BASIN
SIGN	WATER LINE
OBSERVATION WELL	WATER VALVE
TREELINE	FIRE HYDRANT
CONTOUR ELEVATION	GAS VALVE
SPOT ELEVATION	
GAS LINE	

Dig Safe MA-ME-NH-RI-VT

OWNERS OF RECORD:

MAP 170 LOT 29
CUMBERLAND FARMS INC.
100 CROSSING BLVD #9003
FRAMINGHAM, MA 01702
BOOK 1586 PAGE 307

MAP 170 LOT 31
AUBUCHON REALTY CO. INC.
23 WEST MAIN STREET
WESTMINSTER, MA 01473
BOOK 1760 PAGE 140 & 141

STATE OF MAINE FRANK C. MONTEIRO 7201 LICENSED PROFESSIONAL ENGINEER
10/17/16

REVISIONS

NO.	DATE	REV. BY.	DESCRIPTION
1	10/17/16	CMT	REV'S PER CITY COMMENTS

60,789 SQUARE FEET
1.396 ACRES
V# OFFSET
STORE# OFFSET
GAS STATION# OFFSET

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691 MAIN STREET
LEWISTON, MAINE

Cumberland FARMS
CUMBERLAND FARMS INC.
100 CROSSING BLVD.
FRAMINGHAM, MA 01702

SCALE: 1"=20'
DATE: AUGUST 18, 2016
FILE: 3935SP.DWG
DRAWN BY: MHF
CHECKED BY: MHF

TRUCK TURN PLAN

CFG16.0

MHF PROJECT NO. 393516 SHEET 1 OF 1

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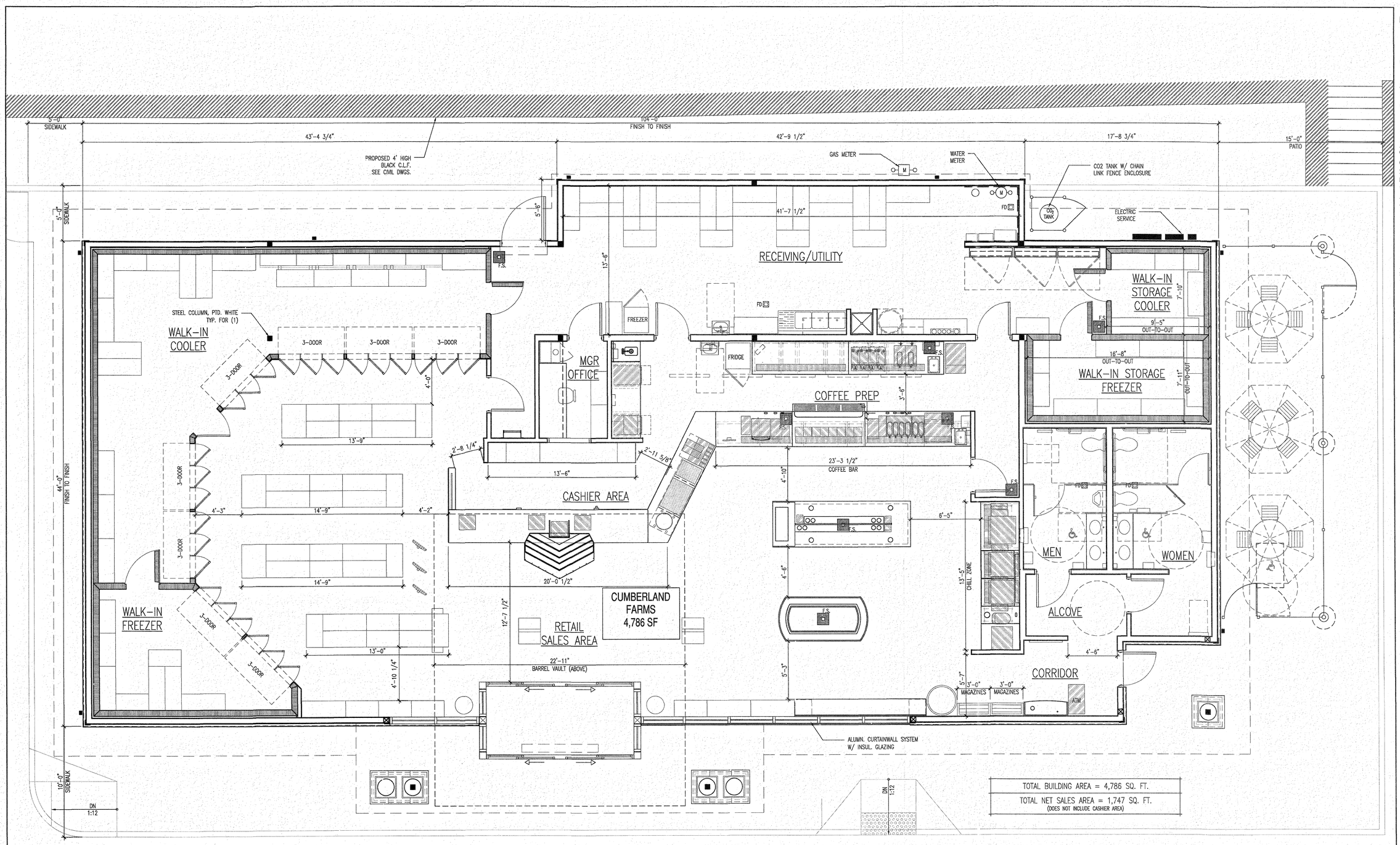

1 A1.1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

Project Title
New Construction:

Cumberland FARMS

Store # TBD
VSH # TBD
Oracle # TBD

691 MAIN STREET
LEWISTON, ME

Owner
Cumberland Farms, Inc.
100 Crossing Blvd
Framingham, MA 01702
tel 508 270 1400

Architect
HARRISON FRENCH & ASSOCIATES, LTD
HFA
31 Hayward Street
Franklin, MA 02038
t 508.528.0770
f 508.528.9454
www.hfa-ae.com

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Consultant

Revisions

No.	Date	Issued for
	05/31/16	SD SUBMISSION

Key Plan

Title
FLOOR PLAN

Date: 05/31/16

Drawing No.
A1.1

Project No. 41-16-00280

MHF PROJECT NO. 393516 SHEET 1 OF 1

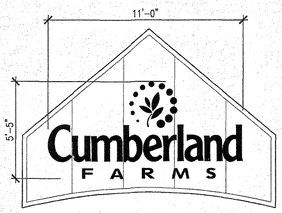
FINISH SCHEDULE					
ANNO #	DESC.	MANUFACTURER	MODEL	COLOR	NOTES
SW-1	SYNTHETIC WOOD TRIM & FASCIA	CERTAINTEED	-	PT-5; SEE A0.3	PROVIDE SCARF JOINTS ON ALL EXTERIOR SYNTHETIC WOOD TRIM. GC TO PUTTY ALL NAIL HOLES & PAINT ALL SYNTHETIC WOOD TRIM & PANELS.
SW-2	SYNTHETIC WOOD TRIM	CERTAINTEED	-	PT-7; SEE A0.3	PROVIDE SCARF JOINTS ON ALL EXTERIOR SYNTHETIC WOOD TRIM. GC TO PUTTY ALL NAIL HOLES & PAINT ALL SYNTHETIC WOOD TRIM & PANELS.
FB-1	FIBERGLASS COLUMN SHROUD	PACIFIC COLUMNS OR EQUAL	-	PT-8; SEE A0.3	16"X9' ENDURA STONE PLAIN COLUMN ROUND SHAFT WITH TRUE ENTASIS TAPERED SMOOTH FINISH
VS-1	VINYL SIDING	CERTAINTEED	MONOGRAM 46 DOUBLE 4"	HERRINGBONE	ROUGH CEDAR FINISH. PROVIDE ALL REQ'D ACCESSORIES AND TRIM FOR A COMPLETE INSTALLATION.
CS-1	CULTURED STONE	OWENS CORNING CULTURED STONE, LLC	COUNTRY LEDGESTONE	ECHO RIDGE	INSTALL DRYSTACK ONLY; SUPPLIED BY CFI
SHNG-1	ARCHITECTURAL ASPHALT SHINGLES	CERTAINTEED LANDMARK	LANDMARK	COBBLESTONE GRAY	30 YEAR WARRANTY
GU-1	ALUMINUM GUTTER SYSTEM	ATAS	.032	WHITE	PROVIDE ALL ACCESSORIES REQ'D FOR A COMPLETE CONTINUOUS INSTALLATION. INSTALL PER MFG INSTRUCTIONS. ENSURE SEALED, WATERTIGHT CORNER CONNECTIONS. FLASH & SEAL TO DOWNSPOUTS AS REQ'D. PROVIDE SUPPORT STIFFENS AT MIN. 12" O.C. GUTTER SHALL BE SEAMLESS AND MIN. 6".

5 A3.1 FINISH SCHEDULE
SCALE: NTS

FRONT WALL SIGNAGE SPECIFICATION

CUSTOM FABRICATED
INTERNALLY ILLUMINATED SIGN BOX

SUPPLIED BY OWNER – INSTALLED BY SIGN VENDOR
SIGN AREA = 37.6 SQ.FT



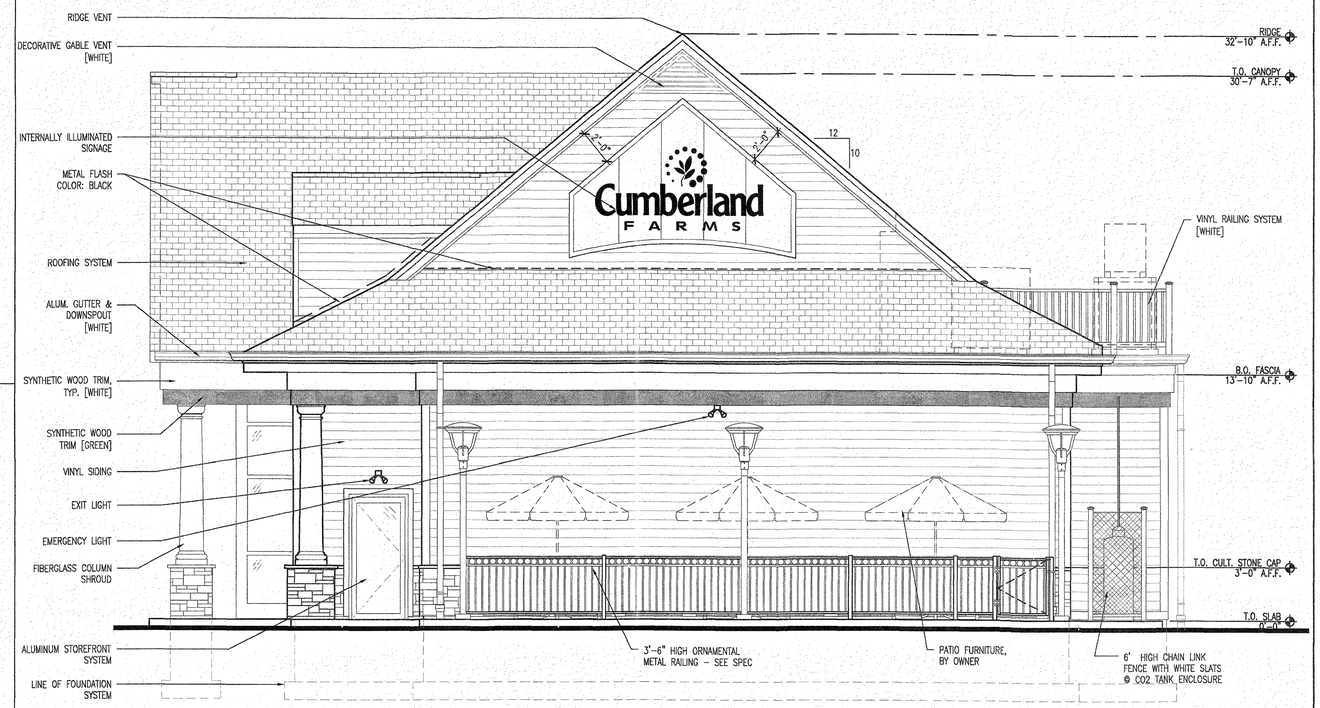
4 A3.1 FRONT WALL SIGNAGE DETAIL
SCALE: 1/4"=1'-0"

SIDE WALL SIGNAGE SPECIFICATION

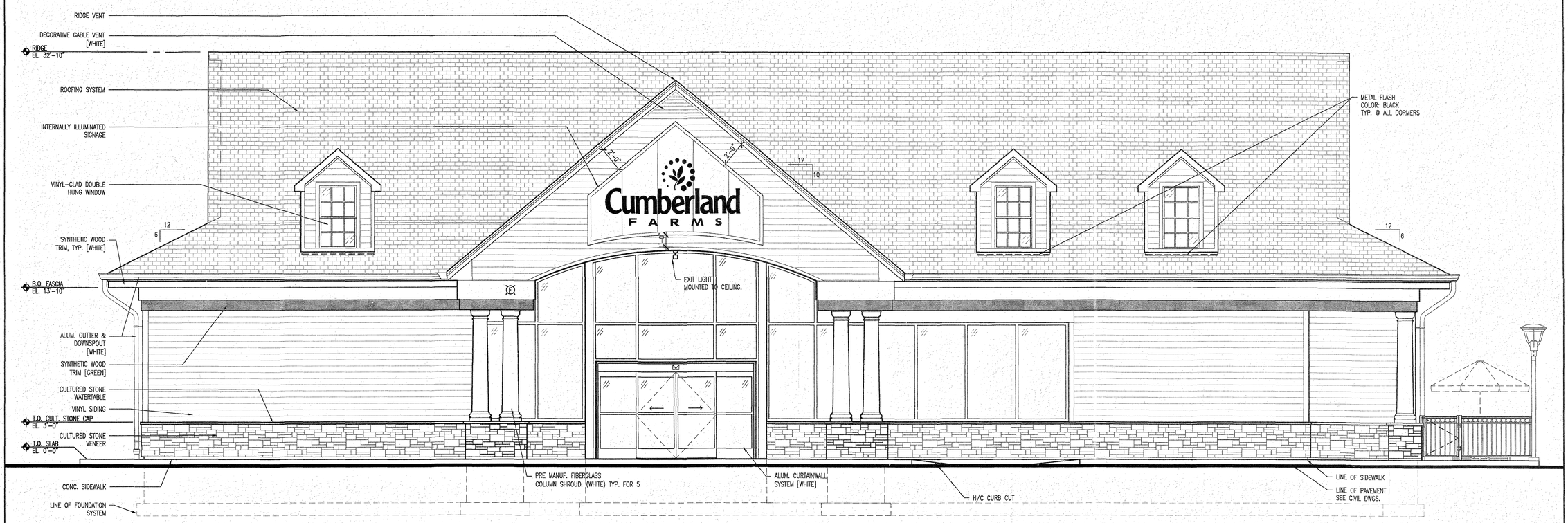
CUSTOM FABRICATED
INTERNALLY ILLUMINATED SIGN BOX

SUPPLIED BY OWNER – INSTALLED BY SIGN VENDOR
SIGN AREA = 24.5 SQ.FT

3 A3.1 SIDE WALL SIGNAGE DETAIL
SCALE: 1/4"=1'-0"



2 A3.1 RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 A3.1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

Project Title
New Construction:

Cumberland FARMS

Store # TBD
VSH # TBD
Oracle # TBD

691 MAIN STREET
LEWISTON, ME

Owner
Cumberland Farms, Inc.
100 Crossing Blvd
Framingham, MA 01702
tel 508 270 1400

Architect
HARRISON FRENCH & ASSOCIATES, LTD
31 Hayward Street
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Consultant

Revisions

No.	Date	Issued for
	05/31/16	SD SUBMISSION

Key Plan

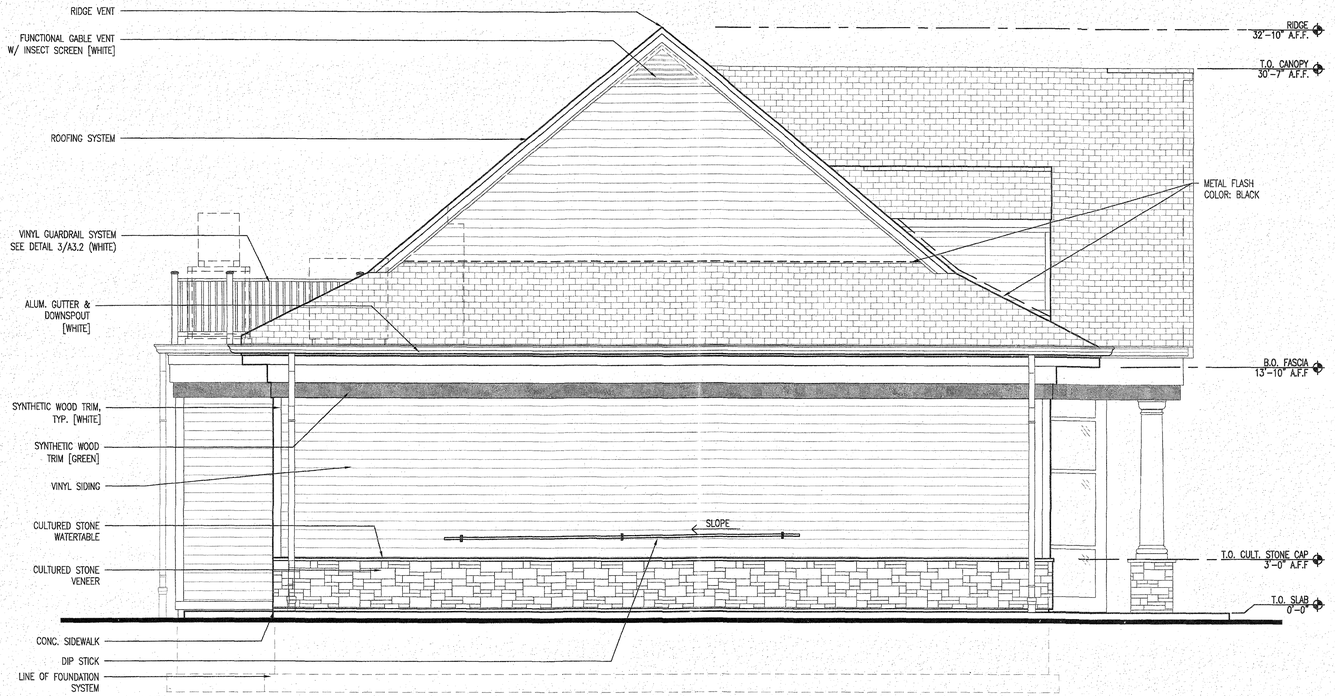
Title
EXTERIOR ELEVATIONS

Date: 05/31/16

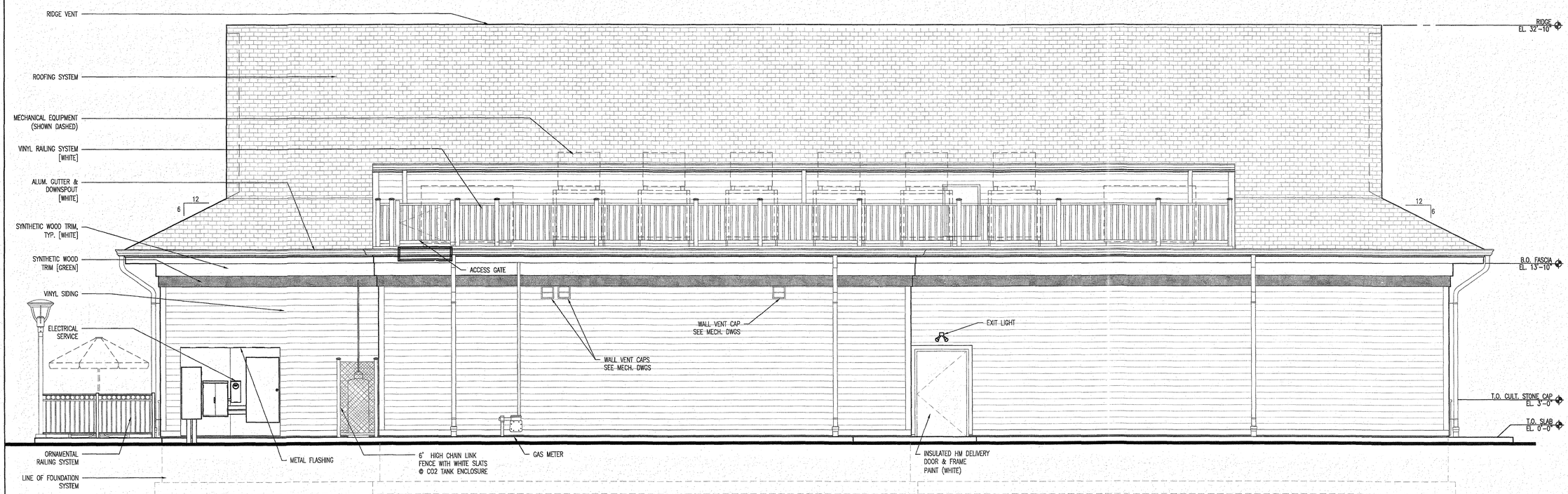
Drawing No.
A3.1

Project No. 41-16-00280

MHF PROJECT NO. 393516 SHEET 1 OF 1



2 A3.2 LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 A3.2 REAR ELEVATION
SCALE: 1/4" = 1'-0"

Project Title
New Construction:

Cumberland FARMS

Store # TBD
VSH # TBD
Oracle # TBD

691 MAIN STREET
LEWISTON, ME

Owner
Cumberland Farms, Inc.
100 Crossing Blvd
Framingham, MA 01702
tel 508 270 1400

Architect
HARRISON FRENCH & ASSOCIATES, LTD
31 Hayward Street
Franklin, MA 02038
t 508.528.0770
f 508.528.9454
www.hfa-se.com

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Seal

Consultant

Revisions

No.	Date	Issued for
	05/31/16	SD SUBMISSION

Key Plan

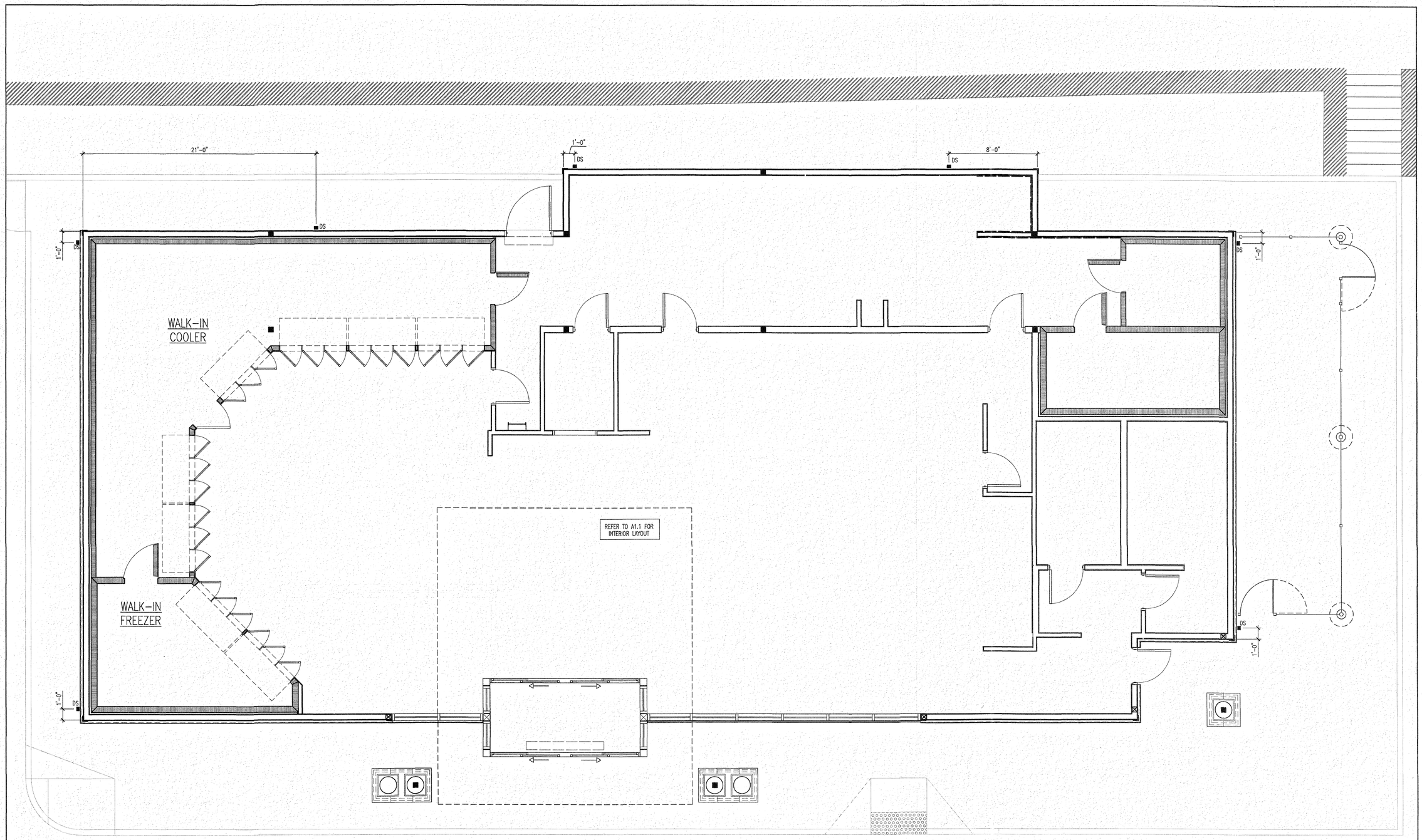
Title
EXTERIOR ELEVATIONS

Date: 05/31/16

Drawing No.
A3.2

Project No. 41-16-00280

MHF PROJECT NO. 393516 SHEET 1 OF 1



1 DS1.1 DOWNSPOUT LOCATION PLAN
SCALE: 1/4" = 1'-0"

Project Title
New Construction:

Cumberland FARMS

Store # TBD
VSH # TBD
Oracle # TBD

691 MAIN STREET
LEWISTON, ME

Owner
Cumberland Farms, Inc.
100 Crossing Blvd
Framingham, MA 01702
tel 508 270 1400

Architect
HARRISON FRENCH & ASSOCIATES, LTD
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THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT LEWISTON, ME. CONTEMPORANEOUSLY WITH ITS ISSUE DATE ON 05/31/16 AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

Seal

Consultant

Revisions

No.	Date	Issued for
	05/31/16	SD SUBMISSION

Key Plan

Title
DOWNSPOUT
LOCATION PLAN

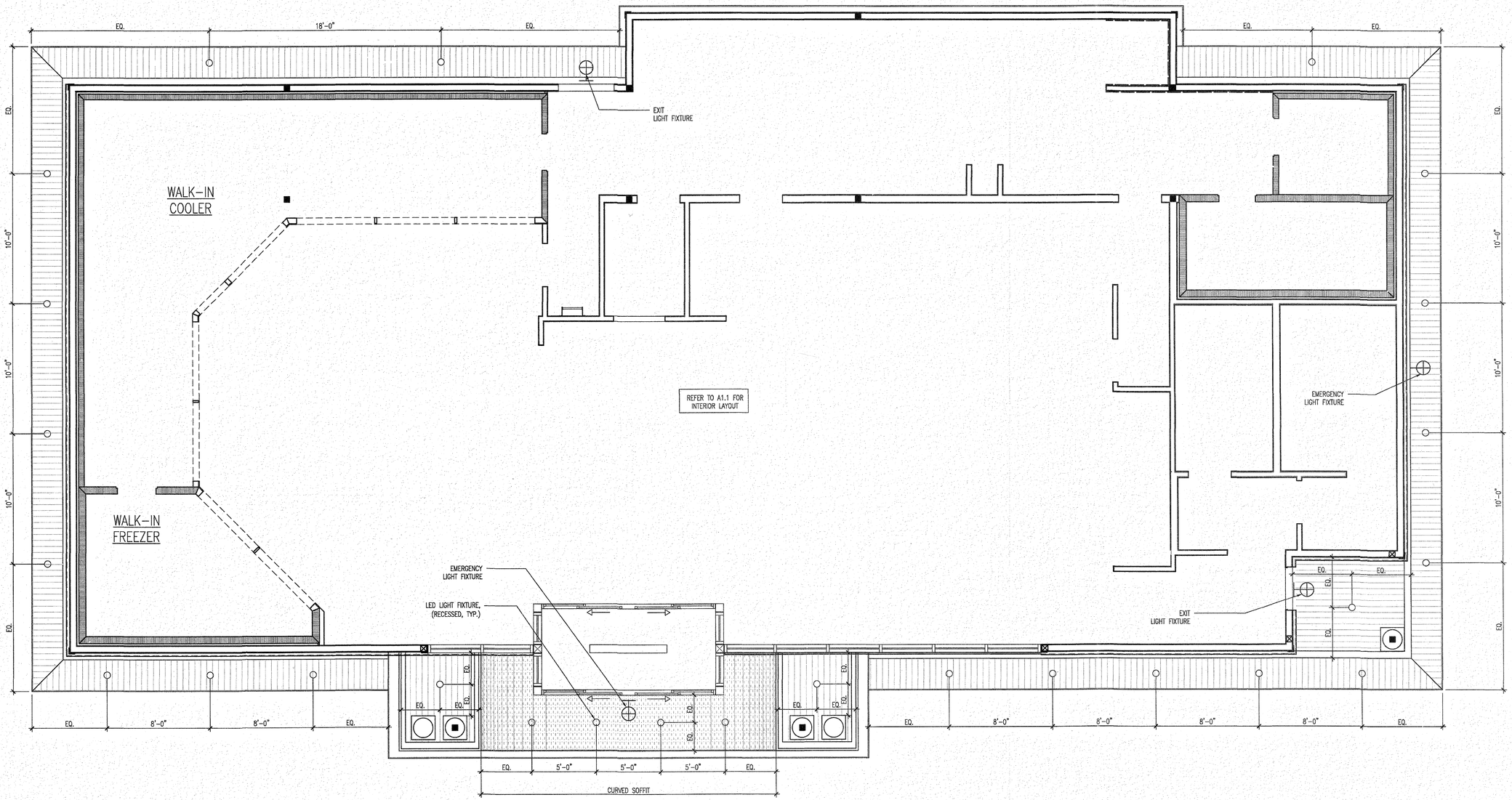
Date: 05/31/16

Drawing No.

DS1.1

Project No. 41-16-00280

MHF PROJECT NO. 393516 SHEET 1 OF 1



1 L1.1 BUILDING LIGHTING PLAN
SCALE: 1/4" = 1'-0"

Project Title
New Construction:

Cumberland FARMS

Store # TBD
VSH # TBD
Oracle # TBD

691 MAIN STREET
LEWISTON, ME

Owner
Cumberland Farms, Inc.
100 Crossing Blvd
Framingham, MA 01702
tel 508 270 1400

Architect
HARRISON FRENCH & ASSOCIATES, LTD
HFA
31 Hayward Street
Franklin, MA 02038
t 508.528.0770
f 508.528.9454
www.hfa-ae.com

Stipulation for Reuse

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Seal

Consultant

Revisions

No.	Date	Issued for
	05/31/16	SD SUBMISSION

Key Plan

Title
EXTERIOR BUILDING LIGHTING PLAN

Date: 05/31/16

Drawing No.

L1.1

Project No. 41-16-00280

MHF PROJECT NO. 393516 SHEET 1 OF 1

CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: **Planning Board**
FROM: **David Hediger, City Planner**
DATE: **October 21, 2016**
RE: **October 24, 2016 Planning Board Agenda Item IV(b)**

A proposed amendment to rezone the even-numbered addressed properties on the north side of King Avenue, 10 King Avenue to 108 King Avenue, from the Community Business (CB) district to the Neighborhood Conservation "A" (NCA) district as per Appendix A, Article IX of the Zoning and Land Use Code.

On April 25, 2016, upon a presentation by staff, the Planning Board voted unanimously pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to prepare an amendment for the Planning Board's recommendation to the City Council to rezone the northerly side of King Avenue from Main Street to Mollison Way.

As the Board may recall, staff has been approached by the owner of 18 King Avenue to convert an abandoned three-dwelling unit structure into a single family dwelling. This property is located in the Community Business (CB) district in which multifamily dwellings are a permitted use, but single family dwellings are not. The options currently available to the owner of this property are to either reestablish the use of the property as a three-dwelling unit structure or to pursue some other allowed use of the CB district.

The property owner inquired about rezoning the property to Neighborhood Conservation "A" (NCA) district which permits single family dwellings. The NCA district is located directly across the street. Staff believes there is good reason to consider rezoning other properties on the northerly side King Avenue from CB to NCA. In 1953, all of the properties on the north side were zoned Residential to the rear property line abutting the Fairgrounds, today known as Sparetime Business Park. That changed in 1958 with properties on the northerly side of King Ave rezoned to Commercial. It has remained a nonresidential district ever since. Nearly all of 21 impacted properties on the northerly side are residential: one-three unit structures; four-two unit structures; 15 single family structures; and, one vacant lot. With the exception of one-three unit structure, all the uses on this side of the road are legally nonconforming. The likelihood of these small sized lots being combined and utilized for commercial purposes is slim; nothing has occurred in 58 years.

Given the exiting pattern of residential development, the highest and best use in this neighborhood is residential. Rezoning these properties to NCA supports that development pattern, results in more properties becoming conforming uses, allows for new or reconstruction of single-family dwellings as a matter of right, reduces side and rear building setback requirements allowing greater use of lot area for residential use, and

prevents commercial development for occurring on a busy residential street.

A neighborhood meeting was held on October 17, 2016 at which only five property owners attended (one was an Elliot Avenue resident). Upon explaining the reason for the proposed amendment, most seemed to understand and were supportive of the change. There was a question if the rezoning would change property values for tax purposes. I have since confirmed with City Assessor Bill Healey that changing the zoning on the north side of King Avenue from CB to NCA will have no impact on property assessments and that the assessed values of the land is consistent on both sides of King Avenue. This information has since been provided to those in attendance at that meeting.

ACTION NECESSARY

Make a motion pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council to rezone the even-numbered addressed properties on the north side of King Avenue, 10 King Avenue to 108 King Avenue, from the Community Business (CB) district to the Neighborhood Conservation "A" (NCA) district.

From: William Healey
To: David Hediger
Cc: Gildace Arsenault
Subject: RE: King Ave Rezoning and Property Values
Date: Tuesday, October 18, 2016 10:22:33 AM

Good Morning David,

Changing the zoning on the north side of King Avenue from CB to NCA will have no impact on property assessments. We value property based on highest and best use, and the current best use for the properties on the North side of King Avenue is residential. Also, the assessed values of the land is consistent on both sides of the street.

Please let me know if you have any other questions.

Bill H

William H. Healey, Jr., CMA
Chief Assessor, City of Lewiston
27 Pine Street
Lewiston, ME 04240
(207) 513-3122 Ext. 3206
bhealey@lewistonmaine.gov

From: David Hediger
Sent: Monday, October 17, 2016 6:41 PM
To: William Healey
Cc: Gildace Arsenault
Subject: King Ave Rezoning and Property Values

Bill:
I had a neighborhood meeting last night regarding rezoning properties on King Ave; see attachments. The question was asked how would going from CB to NCA effect property values. One neighbor was told that because he was zoned commercial versus residential, his values was actually lower.

Staff views the rezoning as basically making many nonconforming uses conforming, with little to no real potential for commercial development occurring under current zoning conditions. I believe the neighbors understood and agreed; however, any increase in taxes may be reason for them not to support the change.

I'd like to provide them an update this week, prior to Monday's Planning Board meeting.

Please advise. Thanks.

David Hediger
City Planner/Deputy Director Planning and Code Enforcement

City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201
Phone 207.513.3125 ext. 3223
TDD/TTY 207.513.3007
www.lewistonmaine.gov

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination policy.

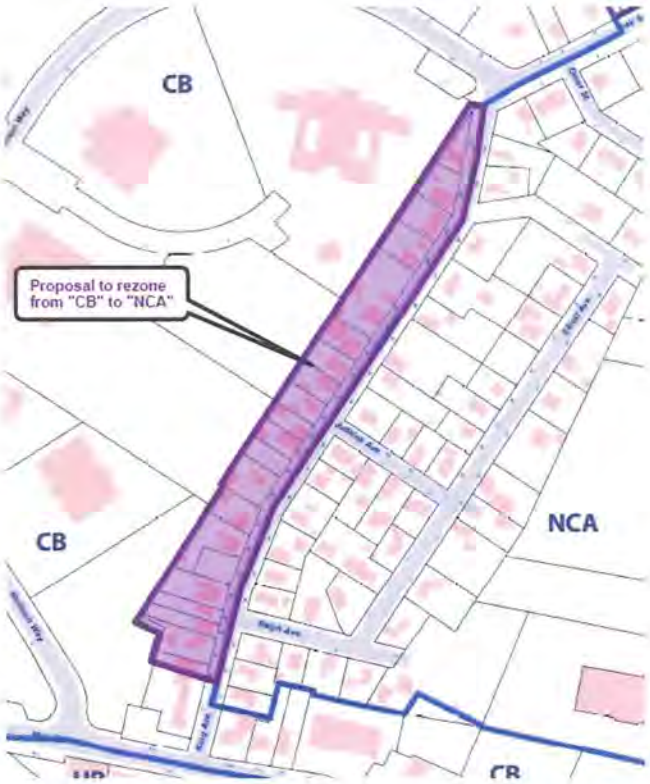
AN ORDINANCE PERTAINING TO ZONING DISTRICT BOUNDARIES

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE IV. ESTABLISHMENT OF DISTRICTS

Sec. 2 Zoning Map

The Zoning Map, adopted pursuant to this Section, is hereby amended to rezone the even-numbered addressed properties on the north side of King Avenue, 10 King Avenue to 108 King Avenue, from the Community Business (CB) district to the Neighborhood Conservation "A" (NCA) district.



REASONS FOR PROPOSED AMENDMENT

Staff has been approached by the owner of 18 King Avenue to convert an abandoned three-dwelling unit structure into a single family dwelling. This property is located in the Community Business (CB) district in which multifamily dwellings are a permitted use,

but single family dwellings are not. The options currently available to the owner of this property are to either reestablish the use of the property as a three-dwelling unit structure or to pursue some other allowed use of the CB district.

The property owner inquired about rezoning the property to Neighborhood Conservation "A" (NCA) district which permits single family dwellings. The NCA district is located directly across the street. Staff believes there is good reason to consider rezoning other properties on the northerly side King Avenue from CB to NCA. In 1953, all of the properties on the north side were zoned Residential to the rear property line abutting the Fairgrounds, today known as Sparetime Business Park. That changed in 1958 with properties on the northerly side of King Ave rezoned to Commercial. It has remained a nonresidential district ever since. Nearly all of 21 impacted properties on the northerly side are residential: one-three unit structures; four-two unit structures; 15 single family structures; and, one vacant lot. With the exception of one-three unit structure, all the uses on this side of the road are legally nonconforming. The likelihood of these small sized lots being combined and utilized for commercial purposes is slim; nothing has occurred in 58 years.

Given the exiting pattern of residential development, the highest and best use in this neighborhood is residential. Rezoning these properties to NCA supports that development pattern, results in more properties becoming conforming uses, allows for new or reconstruction of single-family dwellings as a matter of right, reduces side and rear building setback requirements allowing greater use of lot area for residential use, and prevents commercial development for occurring on a busy residential street.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the 1997 Comprehensive Plan for the following reasons:

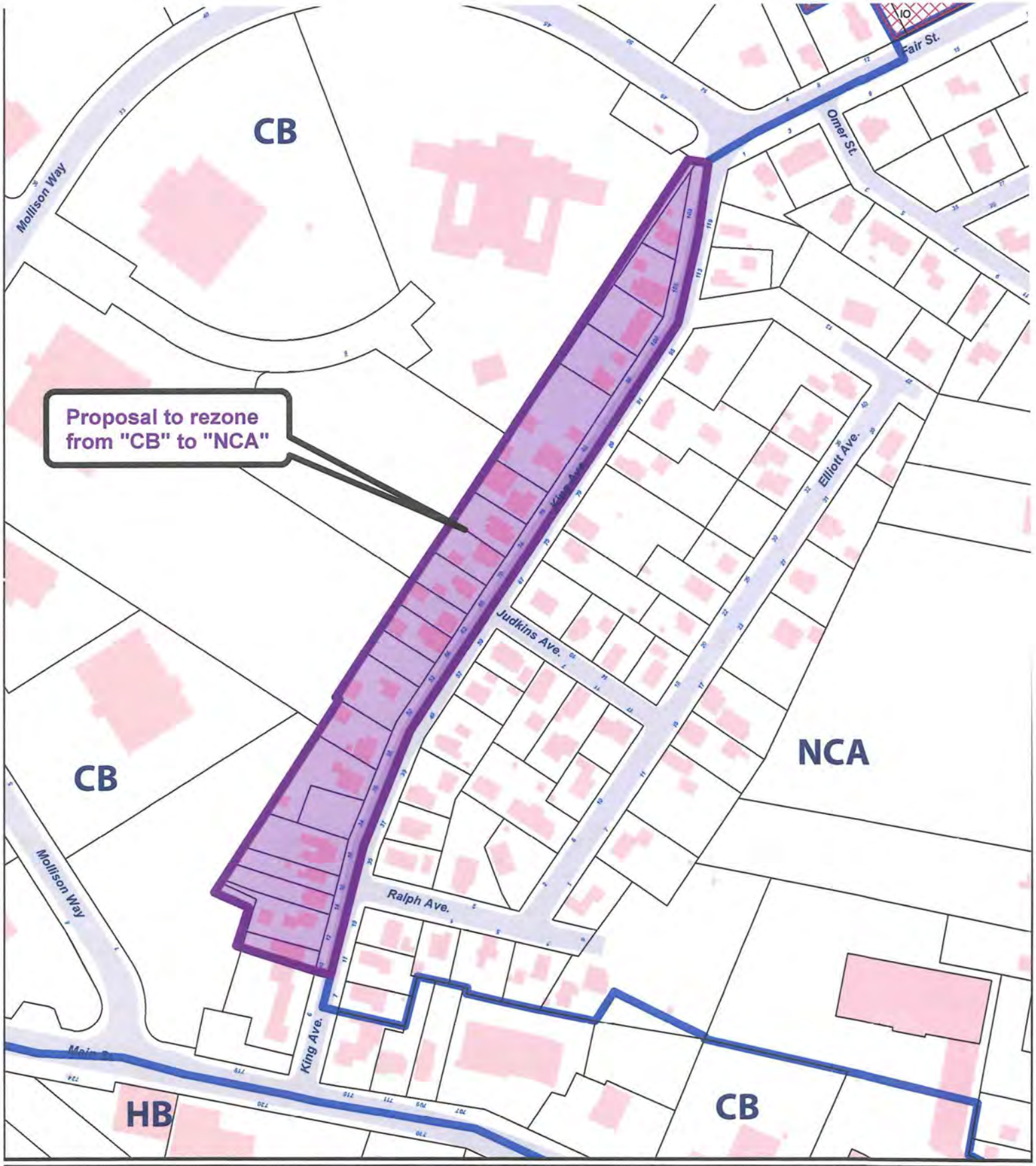
- Encourage orderly growth and development in appropriate areas of the City, while protecting the City's rural character, making efficient use of public services and preventing development sprawl (1997 Plan, Land Use, Goals, #1).
- Continue to allow a wide range of housing types in Zoning (Long Range Planning, Policy 5, Strategy A).

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the Draft 2016 Comprehensive Plan for the following reasons:

- King Avenue is located in a Controlled Growth Sectors: "areas that are developed with low- to medium-density neighborhoods that should remain "as is". Typically conventional suburban development patterns of primarily detached single-family houses with limited multifamily and commercial opportunities define this area. This sector includes some of the City's current Suburban Residential and Medium

Density Residential zones as well as the Neighborhood Conservation "A" zone. All of these zones are anticipated to remain as conventional use-based districts" (p. 125).

- Character District 3 Suburban Neighborhood: By looking at character first, zoning can be established that honors and supports the kind of walkable, mixed-use neighborhood centers anticipated within growth sectors. CD3 is a residential neighborhood, some of which are within walking distance to the downtown core and others that require a short drive to access daily retail needs. There is strong support for protecting and strengthening these neighborhoods that are defined by an interconnected network of residential streets. The CD3 Suburban Character District consists of low- to medium-density residential areas adjacent to more intense zones that include some mixed use. Home occupations and outbuildings are allowed. Allow new residential neighborhoods in areas where municipal services and utilities are provided. Allow infill development and redevelopment in established residential neighborhoods that are compatible with traditional development patterns and densities (p. 128).
- Focus Housing within Growth Areas Draft a new housing policy statement and seek approval from City Council (p.172).



Proposed
King Avenue
Rezoning

October 2016

CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Planning Board
FROM: David Hediger, City Planner
DATE: October 21, 2016
RE: October 24, 2016 Planning Board Agenda Item IV(c)

A proposed amendment to Appendix A, Article XIII, Section 4(f) of the Zoning and Land Use Code to amend the city's development review stormwater provisions to be consistent with the Maine Stormwater Management Law.

On August 22, 2016, upon a presentation by staff, the Planning Board voted unanimously pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to prepare an amendment for the Planning Board's recommendation to the City Council to amend the city's development review stormwater provisions to be consistent with the Maine Stormwater Management Law.

On August 12, 2015 an amendment to Maine DEP's Stormwater Management Rule (also known as Chapter 500 Rules) became effective. The changes include, but are not limited to, providing additional options for when treatment is required of stormwater, providing credits for Low Impact Development (LID), establishing new standards for the redevelopment of existing sites, and providing updates to best management practices associated with stormwater management.

DEP has granted delegated review authority to the City for reviewing projects subject to the Site Location of Development Act (Site Law; essentially projects involving 3 to 7 acres of development activity) and capacity for reviewing and issuing permits subject to state Stormwater Management Rules. With the new rule changes adopted by the State, the city must amend the applicable sections of the Zoning and Land Use Code referencing these new provisions. Failure to do so puts the City at risk of losing its delegated review authority and capacity for review certain sized projects. Maintaining this authority from DEP is welcomed by property owners and developers, as the City is able to provide an expedited and less costly review of projects.

ACTION NECESSARY

Make a motion pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council to amend to Appendix A, Article XIII, Section 4(f) of the Zoning and Land Use Code amending the city's development review stormwater provisions to be consistent with the Maine Stormwater Management Law, 38 M.R.S.A. Section 420- D, and regulations promulgated there under, specifically Rules 500, 501, and 502, as amended on August 12, 2015.

AN ORDINANCE PERTAINING TO STORMWATER MANAGEMENT FOR DEVELOPMENT REVIEW

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the code of ordinances of the City of Lewiston, Maine is hereby amended as follows:

APPENDIX A
ZONING AND LAND USE CODEARTICLE XIII. DEVELOPMENT REVIEW AND STANDARDS

Sec. 4. Approval criteria.

(f) *Stormwater management*. Adequate provisions shall be made for the disposal of all stormwater collected on streets, parking areas, roofs or other impervious surfaces through a stormwater drainage system which will not have adverse impacts on abutting or downstream properties. All projects disturbing less than one acre shall be designed to meet the requirements of this subsection 4(f). All projects including one acre or more of disturbed land shall meet the requirements of this subsection 4(f) and the requirements of the Site Location of Development Law, 38 MRSA, 481--490, the Maine Stormwater Management Law, 38 M.R.S.A. Section 420- D, and regulations promulgated there under, specifically Rules 500, 501, and 502, ~~having an effective date of December 31, 1997, repealed and replaced on November 16, 2005, and further~~ as amended on ~~December 21, 2006~~ August 12, 2015. At the discretion of the director of public works or his/her designee he/she may waive the above requirements, based on a finding that a particular site will have no significant runoff.

(1) ~~To the extent possible, t~~The plan will demonstrate the disposal ~~dispose~~ of stormwater on the land at the site of development, and do so through the wise use of the natural features of the site. Stormwater runoff systems will infiltrate, detain or retain water falling on the site such that the rate of flow from the site does not exceed that which would occur in the predevelopment ~~undeveloped~~ state for a storm of intensity equal to at least a 2-, 10-, and 25-year storm, with a duration equal to the time of concentration. The stormwater quantity calculations must be in accordance with acceptable engineering practice. Acceptable stormwater methodologies and models include but are not limited to TR-20-Computer Program for Project Formulation--Hydrology, Second Edition, U.S. Department of Agriculture, Soil Conservation Service (May 1983); TR-55-Urban Hydrology for Small Watersheds, Second Edition, U.S. Department of Agriculture, Soil Conservation Service (June 1986); TR-55 Microcomputer Program, Version 2.0, (January 15, 1990); and HEC-1 Flood Hydrology Package, U.S. Army Corps of Engineers. Any methodology other than those listed must have prior approval from the director of public works or his/her designee ~~city~~. Use of the 25-year, 24-hour storm as a design standard in this chapter is not intended to prohibit appropriate use of

the rational method. The outlet structures of each detention basin must be designed to control 24-hour storms of 2-, 10-, and 25-year frequencies. Each detention basin must be constructed with an emergency spillway designed to independently convey the unrouted runoff from a 25- year, 24-hour storm event. ~~At his discretion, the director of public services may waive the above requirements, based on a finding that a particular site will have no significant runoff~~. Additionally, a waiver from these standards may be granted by the ~~City of Lewiston~~ the director of public works or his/her designee in the cases specifically identified below:

a. *Discharge to the Androscoggin River*. A project conveys stormwater exclusively in a manmade piped or open drainage system directly into the Androscoggin River. Areas of the project or adjoining properties to be flooded during the 2-, 10-, and 25-year, 24-hour storms must be identified and easements secured, if necessary. A project that changes the flow-type (example: sheet to shallow concentrated), changes the flow channel, or increases the stormwater discharge must secure easements on the intervening property that meet the easement and covenant requirements following in this section. The discharge may not result in erosion of any upland or freshwater wetlands. The director of public works or his/her designee ~~The City of Lewiston Public Works~~ may allow a waiver if it is determined ~~they determine~~ that the increase in peak flow from the site will not significantly affect the peak flow of the receiving waters or result in unreasonable adverse impact on the river.

b. Public stormwater system. A project discharges its stormwater flow into the City of Lewiston Stormwater System, when the applicant has adequately demonstrated to ~~the public services department of the city~~ the director of public works or his/her designee that it has the capacity to accommodate increases in flow. The director of public works or his/her designee ~~city~~ may allow an insignificant increase in the peak flow from the site or in the peak flow of the receiving waters, if it is determined ~~they determine~~ that the increase cannot be avoided by reasonable changes in project design or density and does not significantly impact abutters or city property.

(2) If the outflow volume is greater than that for the undeveloped site, the developer will demonstrate that downstream channel or system capacity is sufficient to carry the flow without adverse effects, or will be responsible for the improvements to provide the required increase in capacity.

(3) All natural drainage ways will be preserved at their natural gradients and will not be filled or converted to a closed system except as approved by the director of public works or his /her designee and/or by ~~the planning board and~~ appropriate state agencies.

(4) The design of stormwater drainage systems will insure the

acceptance and disposal of stormwater runoff based on quantities calculated per subsection 4(f)(1) above, without damage to streets, adjacent properties or downstream properties.

(5) The design of the storm drainage systems will be fully cognizant of upstream runoff which must pass over or through the site to be developed. The system will be designed to pass upstream flows, based on quantities calculated per ~~[subsection]~~ 4(f)(1) above, from the land, as fully developed, without surcharging the system.

(6) The maximum length for carrying open stormwater in a street gutter prior to intake at a catch basin will be three hundred feet. No stormwater will be permitted to drain on the surface across a street or across an intersection.

(7) The storm drainage system to serve a proposed development will be designed and installed in accordance with the plans and specifications prepared by a professional engineer, unless waived at the discretion of the director of public works or his/her designee.

(8) The developer will maintain and inspect all components of the stormwater runoff system unless the system is formally accepted by the city, or is placed under the jurisdiction of legally created property owners association whose charter and powers require maintenance of the system, with adequate financing to carry out this responsibility. Any approved plans must include a statement as to who will be responsible for said maintenance and inspections. The components of the stormwater run-off system shall include, but not be limited to, detention ponds, level spreaders, inlet and outlet protection and structures, swales, etc., and the piping unless the piping is under an accepted city street. For piping under accepted city streets, at the time of street acceptance, the piping shall become the property and maintenance responsibility of the city. An easement shall be provided to the city for the maintenance of this piping. In addition, a separate access easement for all other stormwater runoff components shall be provided to the city for emergency purposes.

(9) The biological and chemical properties of the receiving waters will not be degraded by the stormwater runoff from the development site. The use of oil and grease traps in manholes, the use of on-site vegetated waterways, and the reduction in use of deicing salts and fertilizers may be required, especially where the development stormwater discharges into a gravel aquifer area or other water supply source.

(10) The filling of wetlands on-site will be conducted only in accordance with applicable federal and state law and regulations, including the Natural Resources Protection Act.

REASONS FOR PROPOSED AMENDMENT

On August 12, 2015 an amendment to Maine DEP's Stormwater Management Rule (also known as Chapter 500 Rules) became effective. The changes include, but are not limited to, providing additional options for when treatment is required of stormwater, providing credits for Low Impact Development (LID), establishing new standards for

the redevelopment of existing sites, and providing updates to best management practices associated with stormwater management.

DEP has granted delegated review authority to the City for reviewing projects subject to the Site Location of Development Act (Site Law; essentially projects involving 3 to 7 acres of development activity) and capacity for reviewing and issuing permits subject to state Stormwater Management Rules. With the new rule changes adopted by the State, the city must amend the applicable sections of the Zoning and Land Use Code referencing these new provisions. Failure to do so puts the City at risk of losing its delegated review authority and capacity for review certain sized projects. Maintaining this authority from DEP is welcomed by property owners and developers, as the City is able to provide an expedited and less costly review of projects.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the 1997 Comprehensive Plan for the following reason:

1. Review development review, permitting, and licensing policies and practices to see where they can be streamlined in order to better service the development community (1997 Plan, Economy, Policy 1, Strategy B and C).

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the Draft 2016 Comprehensive Plan for the following reasons:

1. Improve stormwater management: Implement plans, programs, policies, and projects to meet the City's requirements under the Municipal Separate Storm Sewer Systems (MS4) Phase II Permit and Clean Water Act Master Plan (p. 218).
2. Protect Lewiston's natural resources: Consider amending local land use ordinances, as applicable, to incorporate low impact development standards and Ensure that land use ordinances are consistent with applicable state law regarding critical natural resources (p. 24 for Lewiston Comprehensive Plan Implementation Matrix).

What are the 2015 Changes to Maine's Stormwater Management Laws?

The Maine Department of Environmental Protection's Chapter 500 Stormwater Management rules underwent a revision in 2015, its first revision in four years. The changes are intended to provide greater flexibility while encouraging the use of innovation stormwater design and low impact development techniques to help address climate change. One notable change was that the "Compensation and Mitigation Credit" section was removed from Chapter 500, and released as a new stand-alone chapter, Chapter 501.

In a Nutshell: What is New in Chapter 500?

For each bullet point, the related Chapter 500 rule section is cited in parentheses:

General Standards:

- The Department provides for reduced stormwater treatment levels if the remaining land is set aside from development. (4(C)(2)(a)(iii))
- The redevelopment standards were revised to provide greater clarification and as a way to incentivize redeveloping existing properties. (4(C)(2)(d))
- The storage volume requirement for wetponds was increased by 33%. (4(C)(3)(a))
- Innovative stormwater treatment measures are allowed provided that they perform at least as well as conventional measures. (4(C)(3)(e))
- A new low impact development (LID) credit is introduced. Eligible projects can use the credit to reduce the developed area requiring treatment by up to 20%. (4(C)(4))
- The portion of a road crossing a wetland is not required to meet the general standards provided its design allows wetland flow under the road. (4(C)(5)(e))
- Runoff from sloped, non-asphalt roofs of non-industrial facilities needs to be treated for thermal impact and for channel protection only. (4(C)(5)(f))

Phosphorus Standard:

- If an applicant can demonstrate that a project meets the site allocation contrary to the standard phosphorus export calculation results, the Department may decide that the phosphorus standard is met. (4(D)(3))

Sensitive Watersheds:

- Permittees may be required to hire a Department-approved inspector to oversee construction projects in the watersheds of lakes most at risk or urban impaired streams. (10(A))

Inspection, Maintenance and Housekeeping:

- Permittees are asked to retain their stormwater inspection and maintenance logs for a minimum of five years after the completion of permanent stabilization. (Appendix B(2)(d))
- Authorized and unauthorized non-stormwater discharges were identified to more closely align with federal stormwater regulations.(Appendix C(6 & 7))

Infiltration Systems:

- The infiltration basins must be designed to drain completely within a 24 to 48-hour period. (Appendix D(4)(a))
- In certain cases, the Department may require:
  - Groundwater quality monitoring to determine the effectiveness of any infiltration system. (Appendix D(4)(a))
  - A "mounding analysis" demonstrating that the water table will be below the bottom of an infiltration system within 48 hours after the end of a storm event. (Appendix D(4)(d))

Vegetated Soil Filters:

- Liners are required on all vegetated soil filters unless certain site conditions are met. (Appendix E(4)(a)(iii))

Buffers:

- An alternative buffer design is provided for residential subdivision lots to meet either the general standards or the phosphorus standard using compensation. (Appendix F(7))

The full text of the current Chapter 500 Rules can be accessed at: http://www.maine.gov/dep/land/stormwater/storm.html

In a Nutshell: What is New in Chapter 501?

For each bullet point, the related Chapter 501 rule section is cited in parentheses:

Urban Impaired Streams:

- The compensation fees were increased to more closely reflect the actual cost of mitigation projects. (3(A)(1))
  - Non-roof impervious area: $12,500 per acre
  - Roof: $5,000 per acre
  - Landscaped area: $2,500 per acre
- Mitigation credits are defined for an expanded group of developments, including different parking lot types. (3(A)(3))

Phosphorus Standards:

- A project can earn credits by treating the following off-site phosphorus sources if they are determined to be significant by the Department: (3(C)(2))
  - Roads: Credits can be earned by paving them
  - Chronic erosion sites: Credits can be earned by repairing them

  Credits that can be earned by treating other phosphorus sources are decided on a case-by-case basis.
- An applicant can pay a compensation fee in lieu of reducing phosphorous export beyond a project's allotment provided that the phosphorous export from the proposed development site has already been reduced by at least 60%. The maximum compensation fee is $25,000 per pound of phosphorus export. Compensation fees are prorated such that less compensation fee is paid for projects achieving a higher reduction in phosphorus export. The compensation fee option is unavailable: (3(C)(3))
  - For projects or portions of projects that are residential subdivisions or roads within residential subdivisions, unless the project is using only wooded or meadow buffers and associated level spreaders and ditch turnouts to address the remaining phosphorus export reduction required to meet the projects phosphorus allocation.
  - Unless a mitigation project is identified and approved by the Department in the same watershed.

The full text of the current Chapter 501 Rules can be accessed at: http://www.maine.gov/dep/land/stormwater/storm.html

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For more information on Maine's stormwater management rules, please contact staff in one of our four regional offices:

Augusta, Main Office and Central Maine Regional Office
(Mail) 17 State House Station, Augusta, Maine 04333-0017
(Physical) 28 Tyson Drive, Augusta, Maine 04333-0017
(207)287-7688 • (800)452-1942 • FAX (207)287-7826

Bangor, Eastern Maine Regional Office
106 Hogan Road, Bangor, Maine 04401
(207)941-4570 • (888)769-1137 • FAX (207)941-4584

Portland, Southern Maine Regional Office
312 Canco Road, Portland, Maine 04103
(207)822-6300 • (888)769-1036 • FAX (207)822-6303

Presque Isle, Northern Maine Regional Office
1235 Central Drive, Presque Isle, Maine 04769
(207)764-0477 • (888)769-1053 • FAX (207)760-3143