

SENSIBLE SOLUTIONS



Corporate Office
465 South Main Street
PO Box 639
Brewer, Maine 04412
207.989.4824

www.ces-maine.com



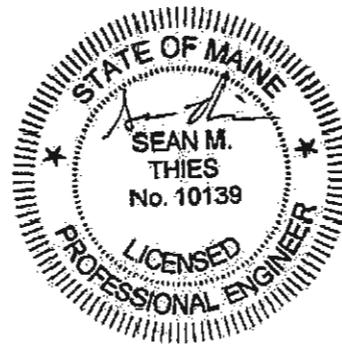
STATE STORMWATER PERMIT APPLICATION

FOR

ACCESS ROAD AND UTILITY EXTENSION

312 COLDBROOK ROAD
HAMPDEN, MAINE
TAX MAP 09/14, LOTS 35-39/07

Applicant: Municipal Review Committee, Inc.
395 State Street
Ellsworth, ME 04605
207.664.1700



JUNE 2015
JN: 10973.002

Application Prepared By:
CES, Inc.
465 South Main Street
P.O. Box 639
Brewer, ME 04412
207.989.4824

Engineers ♦ Environmental Scientists ♦ Surveyors

L- _____
ATS# _____
Fees Paid _____
Date Received _____

STORMWATER APPLICATION FORM PLEASE TYPE OR PRINT IN INK.

This application is for: (Check the one that applies:		<input checked="" type="checkbox"/> New application		<input type="checkbox"/> Amendment	
1. Name of Applicant:	Municipal Review Committee, Inc.	6. Name of Agent: (if applicable)	CES, INC. ATTN: SEAN THIES, PE		
2. Applicant's Mailing Address:	395 State Street Ellsworth, ME 04605	7. Agent's Mailing Address:	P.O. BOX 639 BREWER, ME 04412		
3. Applicant's Daytime Phone #:	207-664-1700	8. Agent's Daytime Phone #:	207-989-4824		
4. Email address:	glander@mrcmaine.org	9. E-mail address:	sthies@ces-maine.com		
5. Applicant's Fax #: (if available)	N/A	10. Agent's Fax #	207-989-4881		
11. Location of Project: (Road, Street, Rt.#)	COLDBROOK ROAD		12. Town:	HAMPDEN	
			13. County:	PENOBSCOT	
14. Type of Direct Watershed: (Check all that apply)	<input type="checkbox"/> Lake not most at risk <input type="checkbox"/> Lake most at risk <input type="checkbox"/> Lake most at risk, severely blooming <input checked="" type="checkbox"/> River, stream or brook <input type="checkbox"/> Urban impaired stream <input checked="" type="checkbox"/> Freshwater wetland <input type="checkbox"/> Coastal wetland <input type="checkbox"/> Wellhead of public water supply		15. Amount of Developed Area:	<input checked="" type="checkbox"/> 1 or more acres, but less than 5 acres <input type="checkbox"/> 5 acres or more Total Amt. = <u>2.47</u> acres	
			16. Amount of Impervious Area:	<input type="checkbox"/> less than 20,000 sq. ft. <input type="checkbox"/> 20,000 sq. ft. to 1 acre <input checked="" type="checkbox"/> 1 to 3 acres <input type="checkbox"/> 3 or more acres Total Amount of impervious Acres	
17. Applicable Standards: (Check all that apply)	<input type="checkbox"/> Stormwater PBR <input checked="" type="checkbox"/> Basic standards <input checked="" type="checkbox"/> General standards: BMP <input type="checkbox"/> General standards: phosphorus <input type="checkbox"/> Flooding standard <input type="checkbox"/> Urban impaired stream standards <input type="checkbox"/> Other:		18. Type of Stormwater Control:	<input type="checkbox"/> Vegetative (e.g. buffers) <input checked="" type="checkbox"/> Structural (e.g. underdrained filters, ponds, infiltration structures)	
19. Exceptions &/or Waivers Requested:	BMP Standards ▼		Urban impaired stream standard ▼		Flooding Standard ▼
	<input type="checkbox"/> Pretreatment measures <input type="checkbox"/> Discharge to ocean/major river segment <input checked="" type="checkbox"/> Linear portion of project <input type="checkbox"/> Utility corridor <input type="checkbox"/> Redevelopment		<input type="checkbox"/> Developed area not landscaped or impervious <input type="checkbox"/> Redevelopment		<input type="checkbox"/> Discharge to ocean/major river segment <input type="checkbox"/> Insignificant increase in peak flow
20. Brief Project Description:	CONSTRUCTION OF AN ACCESS ROAD WITH UTILITIES INTERSECTING COLDBROOK ROAD TO PROPOSED SOLID WASTE PROCESSING FACILITY				
21. Size of Lot or Parcel:	<input type="checkbox"/> _____ square feet, or <input checked="" type="checkbox"/> <u>10.59</u> acres	UTM Easting:		UTM Northing:	
22. Title, Right or Interest:	<input type="checkbox"/> own <input type="checkbox"/> lease <input checked="" type="checkbox"/> purchase option <input type="checkbox"/> written agreement				
23. Deed Reference Numbers:	Book#: 2838 9145 4822 9245	Page: 171 295 251 295	24. Map and Lot Numbers:	Map #: 09/14	Lot #: 35,36,37,38,39/07
25. DEP Staff Previously Contacted:	N/A	26. Project started prior to application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SIGNATURES / CERTIFICATIONS ON PAGE 2					

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF LAND & WATER QUALITY

FOR DEP USE

L- _____
ATS# _____
Fees Paid _____
Date Received _____

STORMWATER APPLICATION FORM PLEASE TYPE OR PRINT IN INK.

27. Resubmission of Application?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, previous application #		Previous project manager:	
28. Written Notice of Violation?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, name of DEP enforcement staff involved:			
29. Detailed Directions to the Project Site:	FROM I95 TRAVELING NORTH, TURN RIGHT ONTO COLDBROOK ROAD. GO 0.4 MILES. SITE ON LEFT. FROM I95 TRAVELING SOUTH, KEEP LEFT TO MERGE ONTO COLDBROOK ROAD. GO 0.7 MILES SITE ON LEFT.				
30. Stormwater Permit by Rule Submissions ▼	31. Stormwater Application Submissions ▼				
<input type="checkbox"/> This form (including signature page) <input type="checkbox"/> Fee <input type="checkbox"/> Topographic Map <input type="checkbox"/> Plan or Drawing <input type="checkbox"/> Photos of Area	<input checked="" type="checkbox"/> This form (including signature page) <input checked="" type="checkbox"/> Fee <input checked="" type="checkbox"/> Proof of title, right or interest <input checked="" type="checkbox"/> Certificate of good standing (if applicable) <input checked="" type="checkbox"/> Photos of Area <input checked="" type="checkbox"/> Copy of Public Notice		<input checked="" type="checkbox"/> Professional & Notice Certification <input checked="" type="checkbox"/> Basic standards submissions <input checked="" type="checkbox"/> General standards submissions <input type="checkbox"/> Flooding standard submissions <input type="checkbox"/> Other standard submissions <input type="checkbox"/> Compensation Fee (if required)		
32. FEES, Amount Enclosed:	\$750.00				
Does the agent have an interest in the project? If yes, what is the interest?: <input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No					

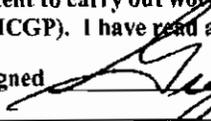
IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

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

CERTIFICATIONS / SIGNATURES

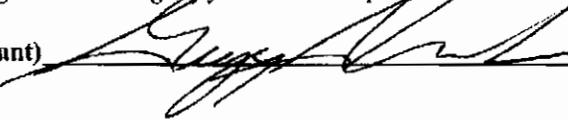
"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I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

Signed:  Title: Executive Director Date: June 18, 2015

Notice of Intent to Comply with Maine Construction General Permit
With this Stormwater Law application form and my signature below, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit (MCGP). I have read and will comply with all of the MCGP standards.
Signed:  Date: June 18, 2015

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

"I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by emailing the decision to the address located on the front page of this application (see #4 for the applicant and #9 for the agent. *Do not sign if you elect to "opt out" or receive the decision via regular mail.*

Signed (Applicant)  Date: June 18, 2015
and/or
Signed (Agent) _____ Date: _____

ADDITIONAL SIGNATURES/ CERTIFICATIONS

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

Signature: 

Name (print): Sean M. Thies, PE

Date: 6-23-15

Re/Cert/Lic No.: 10139
Engineer X
Geologist _____
Soil Scientist _____
Land Surveyor _____
Site Evaluator _____
Active Member of the Maine Bar _____
Professional Landscape Architect _____
Other _____

SUBMITTAL CHECKLIST

Submissions for all stormwater projects, as applicable, except stormwater PBR:

- Completed application form with signatures
- Fee worksheet & fee
- Professional & notice certification
- Notice of intent to file
- Proof of title, right, or interest
- Certificate of Good Standing (corporations only)
- Photos of the project site

Basic standards submissions:

- Erosion and sedimentation control plan
 - Location plan
 - Site details
- Inspection and maintenance plan
 - List of measures
 - Inspection & maintenance tasks
 - Task frequency
 - Responsible parties
 - Maintenance plans
- Housekeeping plan

General standards submissions:

- Narrative
- Drainage plans
- Calculations
 - Water volume
 - Buffer sizing
- Details, designs, and specifications
 - Ponds
 - Underdrained vegetated filters
 - Infiltration systems
 - Buffers
- Phosphorus export calculations
- Maintenance contract

Flooding standard submissions:

- Control of peak flows
- Details, designs, and specifications

PUBLIC NOTICE OF INTENT TO FILE

Please take notice that the Municipal Review Committee, Inc. (MRC) of 395 State Street, Ellsworth, Maine 04605, (207) 664-1700 and Fiberight, LLC (Fiberight), 1450 South Rolling Road, Baltimore, Maryland 21227, (410) 340-9387 are intending to file joint applications with the Maine Department of Environmental Protection (Department) on or about June 22, 2015 pursuant to the provisions of: 38 M.R.S.A., Section 1301 et seq. (Maine's Solid Waste Management Act and implementing regulations); 38 M.R.S.A Section 420-D (Stormwater Management and implementing regulations); 38 M.R.S.A Section 590 (Licensing and implementing regulations); and 38 M.R.S.A. Section 480-A et seq. (Natural Resources Protection Act and implementing regulations).

The following is a listing of regulations under which MRC and Fiberight will seek permits: 06 096 CMR Chapters 400 and 409: Solid Waste General Provisions and Processing Facilities; 06 096 CMR Chapter 310: Wetlands and Waterbodies Protection; 06 096 CMR Chapter 335: Significant Wildlife Habitat; 06 096 CMR Chapter 500: Stormwater Management; and 06 096 CMR Chapter 115: Major and Minor Source Air Emission License Regulation.

The applications are for a proposed municipal solid waste (MSW) processing and recycling facility (Facility) to be located in Hampden, Maine. The proposed Facility will be located on a 90 acre parcel of land approximately one mile to the northeast of the Coldbrook Road and ¼ mile to the southeast of I-95. The parcel will be owned by MRC and the Facility and infrastructure will be owned and operated by Fiberight. To access the Facility site, a 4,620-foot access roadway with utilities located opposite Bryer Lane intersecting Coldbrook Road will be owned and constructed by MRC as part of this project.

According to Department regulations, interested parties must be publicly notified, written comments invited, and if justified, an opportunity for public hearing given. A request for a public hearing, or that the Board of Environmental Protection assume jurisdiction of an application(s), must be received by the Department, in writing, no later than 20 days after the application(s) are accepted by the Department as complete for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comments on the applications will be accepted throughout the processing of the applications.

The applications and supporting documentation will be available for review at the Maine Department of Environmental Protection, Division of Technical Services, Bureau of Remediation and Waste Management at the Augusta, Maine DEP regional office, during normal working hours. A copy of the applications and supporting documentation may also be seen at the municipal office in Hampden, Maine.

Send all correspondence to: David Burns, P.E., Project Manager, Maine Department of Environmental Protection, Division of Technical Services, Bureau of Remediation and Waste Management, 17 State House Station, Augusta, Maine 04333-0017 (207) 287-2651 or 1-800-452-1942).

Legal Notices

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June 13, 2015

PUBLIC NOTICE FILING AND CERTIFICATION

The DEP Rules, Chapter 2, require an applicant to provide public notice for all projects requiring new or amended licenses from more than two bureaus with the exception of minor revisions and condition compliance applications. In the notice, the applicant must describe the proposed activity and where it is located. “**Abutter**” for the purposes of the notice provision means any person who owns property that is BOTH (1) adjoining and (2) within one mile of the delineated project boundary, including owners of property directly across a public or private right of way.

1. **Newspaper:** You must publish the Notice of Intent to File in a newspaper circulated in the area where the activity is located. The notice must appear in the newspaper within 30 days prior to the filing of the application with the Department. You may use the attached Notice of Intent to File form, or one containing identical information, for newspaper publication and certified mailing.
2. **Abutting Property Owners:** You must send a copy of the Notice of Intent to File by certified mail to the owners of the property abutting the activity. Their names and addresses can be obtained from the town tax maps or local officials. They must receive notice within 30 days prior to the filing of the application with the Department.
3. **Municipal Office:** You must send a copy of the Notice of Intent to File and a **duplicate of the entire application** to the Municipal Office.

See ATTACHMENT 5 – ABUTTERS for a list of the names and addresses of the owners of abutting property.

Attached is a narrative responsive to any significant issues relevant to the Licensing Criteria that were raised at the Public Informational Meeting.

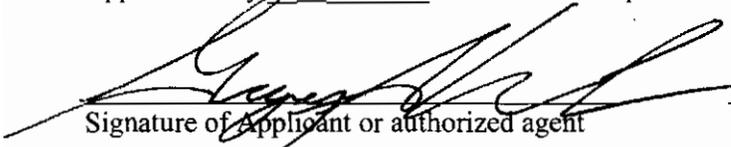
CERTIFICATION

By signing below, the applicant or authorized agent certifies that:

1. A Notice of Intent to File was published in a newspaper circulated in the area where the project site is located within 30 days prior to filing the application;
2. A certified mailing of the Notice of Intent to File was sent to all abutters within 30 days of the filing of the application;
3. A certified mailing of the Notice of Intent to File, and a duplicate copy of the application was sent to the town office of the municipality in which the project is located; and
4. Provided notice of, if required, and held a public informational meeting in accordance with Chapter 2, Rules Concerning the Processing of Applications, Section 13, prior to filing the application. Notice of the meeting was sent by certified mail to abutters and to the town office of the municipality in which the project is located at least ten days prior to the meeting. Notice of the meeting was also published once in a newspaper circulated in the area where the project site is located at least seven days prior to the meeting.

Two Public Informational Meetings were held on April 27, 2015 and May 5, 2015.
Date

Approximately 66 members of the public attended the Public Informational Meetings.


Signature of Applicant or authorized agent

June 18, 2015
Date

**ABUTTER'S LIST
ACCESS ROAD AND UTILITY EXTENSION
COLDBROOK ROAD, HAMPDEN, MAINE**

MAP	LOT	NAME / ADDRESS
09	035	H.O. Bouchard, Inc. P.O. Box 249 Hampden ME 04444-0249
	027	
	037	
14	001	Hampden ME 04444-0249
	001-01	
09	035-A	Bouchard Sports Center, LLC P.O. Box 249 Hampden, ME 04444-0249
09	032	Hickory Development, LLC P.O. Box 249 Hampden, ME 04444-0249
	034	
	036	
	038	
	039	
	040	
	042	
14	007	
	008	
10	011-A	Emera Maine P.O. Box 932 Bangor, ME 04402-0932

CERTIFIED MAIL LIST & RECEIPTS
(Mailed 06/22/2015)

HO Bouchard, Inc.
PO Box 249
Hampden, ME 04444-0249

Hickory Development, LLC
PO Box 249
Hampden, ME 04444

Bouchard Sports Center, LLC
PO Box 249
Hampden, ME 04444

Emera Maine
PO Box 932
Bangor, ME 04402-0932

Town of Hampden
106 Western Avenue
Hampden, ME 04444-1428

7013 2630 0000 8939 5341

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CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	\$.485
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.335

Sent To: HO Bouchard, Inc.
Street, Apt. No. or PO Box No.: PO Box 249
City, State, ZIP+4: Hampden, ME 04444

PS Form 3800, August 2008 See Reverse for Instructions

Postmark: JUN 22 2015
USPS 11293.001

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OFFICIAL USE

Postage	\$.485
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.335

Sent To: Hickory Development, LLC
Street, Apt. No. or PO Box No.: PO Box 249
City, State, ZIP+4: Hampden, ME 04444

PS Form 3800, August 2008 See Reverse for Instructions

Postmark: JUN 22 2015
USPS 11293.001

7013 2630 0000 8939 5359

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OFFICIAL USE

Postage	\$.485
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.335

Sent To: Bouchard Sports Center, LLC
Street, Apt. No. or PO Box No.: PO Box 249
City, State, ZIP+4: Hampden, ME 04444

PS Form 3800, August 2008 See Reverse for Instructions

Postmark: JUN 22 2015
USPS 11293.001

7013 2630 0000 8939 5366

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OFFICIAL USE

Postage	\$.485
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.335

Sent To: Emera Maine
Street, Apt. No. or PO Box No.: PO Box 932
City, State, ZIP+4: Bangor, ME 04402

PS Form 3800, August 2008 See Reverse for Instructions

Postmark: JUN 22 2015
USPS 11293.001

7013 2630 0000 8939 5499

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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.485
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	1.40
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.335

Sent To: Town of Hampden
Street, Apt. No. or PO Box No.: 106 Western Ave.
City, State, ZIP+4: Hampden, ME 04444

PS Form 3800, August 2008 See Reverse for Instructions

Postmark: JUN 22 2015
USPS 11293.001

FEE WORKSHEET

Use this form to help determine the permit fee. The fee is based upon the amount of disturbed or developed area created.

NOTE: Ditches, swales, ditch turn-outs, level spreaders, and similar Best Management Practices (BMPs) used solely to convey or discharge water to a vegetated buffer are not considered, by themselves, to constitute structural BMPs, provided that the applicant assumes that all water quality treatment takes place in the buffer. If any treatment is assumed within the BMPs used to convey water to the buffer, they are treated as structural BMPs for the purposes of determining the applicable fee (and review period). "Disturbed area" and "impervious area" are defined in Chapter 500, Section 2(C) and (E).

- (a) If solely vegetative control measures are used (e.g. buffers), the fee is \$250 for up to one acre of disturbed or developed area, plus \$125 for each additional whole acre of disturbed or developed area.

Example. Project will create 2.34 acres of disturbed area.

$$\text{Fee} = \$250 + [\$125 \times (1)] = \$375.00$$

Your fee: \$250 + [\$125 x] = \$

- (b) If any structural control measures are used (e.g. underdrained filters, ponds, infiltration systems), the fee is \$500 for up to one acre of disturbed or developed area, plus \$250 for each additional whole acre of disturbed or developed area.

Example. Project will create 2.34 acres of disturbed area.

$$\text{Fee} = \$500 + [\$250 \times (1)]. \quad \text{Fee} = \$750.00.$$

Your fee: **Project will create 2.5 acres of disturbed area.**
\$500 + [\$250 x (1)] = \$750.00

TITLE, RIGHT, OR INTEREST

Included in this Attachment, the MRC has acquired an *Option to Purchase* the property necessary for the development of the proposed Facility from HO Bouchard, Inc. and Hickory Development, LLC. The MRC and Fiberight estimate that approximately 95 +/- acres will be acquired which includes a 90 acre parcel where the Facility will be developed and a five acre parcel for a new 4,460 foot road to access the processing plant. Fiberight will retain ownership of the Facility and will lease the property owned by the MRC as outlined in the *Development Agreement between MRC and Fiberight* included in this Attachment.

OPTION TO PURCHASE

H. O. Bouchard, Inc., a Maine corporation with a place of business in Hampden, Maine and **Hickory Development, LLC**, a Maine limited liability company with a place of business in said Hampden (hereinafter collectively referred to as *Seller*), grants to **Municipal Review Committee, Inc.**, a Maine nonprofit corporation with a place of business in Ellsworth, Maine (hereinafter referred to as *Buyer*), an option to purchase, upon the terms and conditions set forth below, the real estate, together with any improvements thereon and all easement and access rights thereto, including those described in conveyances to Seller and those exercised by Seller, located easterly of Coldbrook Road in **Hampden, Penobscot County, Maine**, generally depicted on Exhibit A attached hereto, together with an easement for a right of way for all purposes, including utility services, along the private road depicted on Exhibit A (hereinafter collectively referred to as *the Property*).

TERMS AND CONDITIONS:

1. Option Term. This Option shall be for a term commencing on the date of this agreement through March 31, 2017. This Option shall expire if not exercised on or before March 31, 2017.
2. Exercise of Option. Buyer shall exercise this Option, if at all, at any time during the term of this Option, and any renewals thereof, by giving written notice delivered by hand or by certified mail, return receipt requested, at the address provided below. Upon exercise of this option, the terms and provisions herein shall govern the purchase and sale of the Property.
3. Option Consideration. Buyer shall pay to Seller an initial option consideration of twelve thousand dollars (\$12,000.00), payable within five (5) business days after Seller's execution of this agreement. Upon exercise of this Option, the initial option consideration and any additional option consideration shall be deemed an earnest money deposit and applied toward the purchase price. Except as provided herein, if the Option is not exercised, the Option Consideration shall be retained by Seller.
4. Restrictions during Option Term. During the term of this Option, and any renewals thereof, and prior to closing, Seller agrees not to sell the Property, offer to sell, mortgage, encumber, or otherwise transfer or dispose of or alter the Property without prior written consent of Buyer.
5. Inspection. Within thirty (30) days of the date of this agreement, Seller shall provide Buyer with copies of all existing engineering and environmental site assessments and reports. Seller grants to Buyer, Buyer's duly authorized agents and employees, the right, during the term of this Option and prior to Closing to enter upon the Property to conduct whatever tests and inspections of the Property that Buyer deems necessary. In the event the results of such tests and inspections are unsatisfactory to Buyer, Buyer may terminate this agreement upon written notice to Seller, which

written notice must be delivered to Seller not later than twenty (20) days prior to closing. Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims, demands, suits and actions of any person or entity arising out of Buyer's tests and inspections.

6. Property. Prior to exercise of the Option by Buyer, if any, Buyer shall cause the Property to be surveyed by a licensed Maine surveyor. The survey shall depict:

a. a parcel of land containing not less than ninety (90) acres and not more than one hundred twenty (120) acres in substantially the same location and configuration as depicted on Exhibit A, and bounded northeasterly by land and/or easements now or formerly of Bangor Hydro Electric Company, bounded southerly and southwesterly by land now or formerly of Seller, and bounded northerly by the centerline of said private road referred to above; and

b. a private road leading from Coldbrook Road to the northeasterly corner of the Property. The width of said private road shall be not less than the width required by any laws, rules and regulations applicable to Buyer's intended use of the Property.

The final configuration and location of the parcel of land and the private road will be determined by a joint evaluation of the parties, including a determination as to the most favorable location for said private road and utility connections, and is subject to Seller's approval which shall not unreasonably be withheld, conditioned or delayed.

UPON EXERCISE OF THIS OPTION, THIS AGREEMENT SHALL BE CONSIDERED A PURCHASE AND SALE AGREEMENT AND THE FOLLOWING PARAGRAPHS 1 - 6 SHALL APPLY TO CONVEYANCE OF THE PROPERTY.

1. Purchase Price. The total purchase price for the Property shall be based on the valuation of \$3,300.00 per acre. For purposes of determining the Purchase Price, the number of acres comprising the Property as finally configured will be rounded up or down to the nearest whole acre. After application of the option consideration/deposit, the remaining purchase price shall be paid to Seller with cash or by bank check or certified check at closing.

2. Deed. At the closing of the sale, Seller shall deliver to Buyer or Buyer's agent a duly executed and acknowledged quitclaim deed with covenant conveying to Buyer good and marketable title to the Property, free of all encumbrances other than easements, restrictions or agreements of record which do not have a material adverse effect on the value of Property or the Buyer's intended use of the Property, and existing laws, ordinances, or regulation governing the use of the Property.

3. Title Documents. Examination of the title shall be the responsibility of Buyer at Buyer's sole expense. Within thirty (30) days of the date of this agreement, Seller shall provide Buyer with copies of all existing title abstracts, title insurance policies or other title or survey information which Seller may have in Seller's possession. If Buyer finds title to the Property not to be good and marketable or subject to any easements, restrictions or agreements of record which have a material adverse effect on the value of Property or the Buyer's intended use of the Property ("defect or defects"), then the closing shall be delayed for not more than thirty (30) days in order for Seller to cure

the defect or defects. If such defect or defects cannot be removed by Seller (Seller having used reasonable efforts), Buyer may, at Buyer's sole option, either (a) terminate this agreement, in which case all parties shall be released from their obligations hereunder and the option consideration/deposit shall be returned to Buyer, or (b) accept such title as Seller can convey and consummate purchase of the Property in accordance with this agreement.

4. Possession. Exclusive possession of the Property shall be delivered to Buyer at the time of the delivery of said deed.

5. Closing. The closing of the sale contemplated hereby shall take place at the offices of Eaton Peabody, 80 Exchange Street, Bangor, Maine,, within sixty (60) days of Seller's receipt of notice of Buyer's exercise of the option as stated herein or such earlier date as specified by Buyer in its notice of exercise, unless delayed in accordance with the terms hereof.

6. Conditions of Closing. It is a condition of Closing that the private road accessing the Property shall be accepted as a public way by the Town of Hampden and that utilities, including but not limited to water and sewer, to service the Property are installed and connected to their respective service systems providers. Buyer shall be responsible for construction of the private road to standards required by the Town of Hampden for acceptance as a public way and Buyer shall have the right, at any time after the date of this agreement, to enter onto lands of Seller for purposes incidental to the same. Seller shall cooperate with Buyer in connection with any applications required for such construction and acceptance.

7. Closing Adjustments. Real property taxes and any other assessments, utility charges or other charges levied against the Property shall be prorated as of the date of the closing. Real property taxes shall be prorated based on the fiscal year of the Town of Hampden. State of Maine transfer tax shall be shared equally by Buyer and Seller. Seller shall pay all charges for recording any documents necessary to remove encumbrances from record title to the Property.

8. Confidentiality. Except to the extent required by law or as otherwise agreed by both parties in writing, neither party will disclose or use, and will direct its representatives not to disclose or use, to the detriment of the other party, the existence of this agreement, the letter of intent dated November 7, 2014, or any information concerning its subject matter unless such disclosure or use is required by law or unless such information already is publicly available through no fault of the disclosing party. If disclosure is required by law, the disclosing party shall provide to the other party notice of its intended disclosure in a manner calculated, to the greatest extent practicable under the circumstances, to afford the other party opportunity to challenge such disclosure. Upon written request of a party, the other party will promptly return or destroy any such information furnished to it.

9. Publicity. Neither party will publicly disclose the existence of this agreement or said letter of intent or the terms described herein or therein without the prior written consent of the other party.

10. Costs. Unless otherwise specifically agreed in writing, each party shall be

responsible for its own costs and expenses incurred with respect to any of the matters set forth in this agreement, including, but not limited to, legal fees, accounting fees and consulting fees. Each party agrees to indemnify the other against any claim for finder's fees or broker's commissions arising out of any commitment made by the indemnifying party.

11. Default. In the event Buyer fails to fulfill any of Buyer's obligations hereunder, this agreement shall, at the option of Seller, be terminated, and Buyer's said option considerations/deposit shall be retained by Seller as Seller's sole remedy. In the event Seller fails to fulfill any of Seller's obligations hereunder, then the option considerations/deposit shall be returned to Buyer and Buyer, at Buyer's option, may pursue its remedies at law or in equity, including but not limited to specific performance.

12. Notices. Any notice by either party to the other, as provided herein, shall be in writing and shall be effective if delivered by certified mail, return receipt requested, or by reputable overnight courier to the following address:

- a. If to Seller, 349 Coldbrook Road
Hampden, ME 04444
Attn: Brian Bouchard

- b. If to Buyer, c/o Karen A. Huber, Esq.
Eaton Peabody P.A.
P.O. Box 1210
80 Exchange Street
Bangor, ME 04402-1210
khuber@eatonpeabody.com

13. General Provisions.

a. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Buyer may assign this agreement, provided that Buyer shall give written notice to Seller after such assignment of the name and address for any assignee.

b. This agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings between them, and shall not be altered or amended except by a written amendment signed by Seller and Buyer.

c. This agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement. For purposes of this agreement, a facsimile signature shall be deemed an original.

d. Seller agrees that it shall keep the terms of this agreement and the transaction contemplated herein confidential, except as may be set forth in the Memorandum of Option contemplated below. Seller acknowledges and agrees that breach of this agreement could result in irreparable harm to Buyer and that money damages would not be a sufficient remedy for any breach of this agreement by Seller. In the event of any breach, Buyer shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this agreement by Seller but will be in addition to all other remedies available at law or in equity to Buyer. Seller's obligations under this provision shall survive closing.

e. The parties agree that this Option shall not be recorded. A Memorandum of this Option to Purchase may be prepared for recording for the purpose of giving notice to third persons of the existence of this agreement.

f. If any provision of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

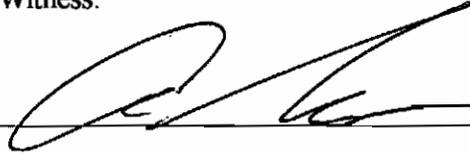
g. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

h. For purposes of this agreement, the date of this agreement shall ~~be the~~ date Seller executes this agreement.

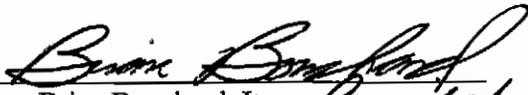
**[THIS SPACE LEFT INTENTIONALLY BLANK.
SIGNATURES CONTINUED ON THE NEXT PAGE.]**

In witness whereof, the parties hereto have hereunto set their hands and seals as of the date set forth below.

Witness:



H.O. Bouchard, Inc.

By: 
Brian Bouchard, Its President
Duly Authorized
Date: Dec 1, 2014

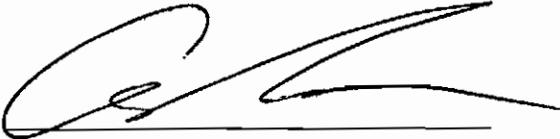
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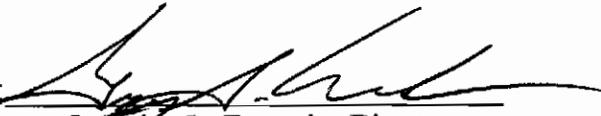


Hickory Development, LLC

By: 
Brian Bouchard, Its President
Duly Authorized
Date: Dec 1, 2014

Municipal Review Committee, Inc.



By: 
Gregory Louder, Its Executive Director,
Duly Authorized
Date: Dec 1, 2014

**MEMORANDUM OF
OPTION TO PURCHASE REAL ESTATE**

Optionor: H. O. Bouchard, Inc.
Hickory Development, LLC

Optionee: Municipal Review Committee, Inc.

Property: A certain lot or parcel of land containing not less than 90 acres and not more than 120 acres located on the easterly side of the Coldbrook Road in Hampden, Maine, in substantially the same location and configuration as generally depicted on Exhibit A, and bounded northeasterly by land and/or easements now or formerly of Bangor Hydro Electric Company, bounded southerly and southwesterly by land now or formerly of Optionor, and bounded northerly by the centerline of a private road leading from Coldbrook Road to the northeasterly corner of the Property in substantially the same location as depicted on Exhibit A.

Date of Option: Dec 1, 2014

Term of Option: Commences on Dec. 1, 2014 until ~~December 31, 2016.~~ ^{MARCH 31, 2017} *BAB*

Renewal Term: None.

IN WITNESS WHEREOF, H. O. Bouchard, Inc. and Hickory Development, LLC have caused the foregoing instrument to be signed by the undersigned, duly authorized, as of this 1st day of December, 2014.

Witness:


H.O. Bouchard, Inc.
By: Brian Bouchard
Brian Bouchard, Its Vice President
Duly Authorized

Witness:


Hickory Development, LLC
By: Brian Bouchard
Brian Bouchard, Its Vice President
Duly Authorized
Date: Dec 1, 2014

STATE OF MAINE

Penobscot County

Dec 1, 2014

Personally appeared before me, the above named Brian Bouchard, as President of H. O. Bouchard, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Elizabeth A. Lavin
Notary Public/Attorney at Law

Elizabeth A. Lavin
Print or type name as signed

ELIZABETH A. LAVIN
Notary Public • State of Maine
My Commission Expires April 8, 2020



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

[Corporate Name Search](#)

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Fri Jun 05 2015 08:57:09. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
MUNICIPAL REVIEW COMMITTEE, INC.	19910436ND	NONPROFIT CORPORATION (T13-B)	GOOD STANDING
Filing Date	Expiration Date	Jurisdiction	
06/07/1991	N/A	MAINE	
Other Names		(A=Assumed ; F=Former)	
COMMITTEE TO ANALYZE PERC, INC.		F	

Clerk/Registered Agent

DANIEL G. MCKAY
P.O. BOX 1210
BANGOR, ME 04402 1210

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Certificate of Existence [\(more info\)](#)

[Short Form without amendments](#)

[Long Form with amendments](#)

(\$10.00)

(\$10.00)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files. If you encounter problems, visit the [troubleshooting page](#).



MUNICIPAL REVIEW COMMITTEE
ACCESS ROAD



Photo No. 1

Photo Date:
June 4, 2015

Site Location:
Hampden, Maine

Description:
Centerline proposed road Sta 1+00 looking down-station.

Photo By: RSA




Photo No. 2

Photo Date:
June 4, 2015

Site Location:
Hampden, Maine

Description:
Centerline proposed road Sta 4+50 looking down-station.

Photo By: RSA



MUNICIPAL REVIEW COMMITTEE
ACCESS ROAD



Photo No. 3
Photo Date: June 4, 2015
Site Location: Hampden, Maine
Description: Centerline proposed road Sta 8+50 looking down-station.
Photo By: RSA




Photo No. 4
Photo Date: June 4, 2015
Site Location: Hampden, Maine
Description: Proposed road location Sta 16+00 looking down-station.
Photo By: RSA



MUNICIPAL REVIEW COMMITTEE
ACCESS ROAD



Photo No. 5

Photo Date:
June 4, 2015

Site Location:
Hampden, Maine

Description:
Centerline proposed road location Sta 21+00 looking down-station.

Photo By: RSA




Photo No. 6

Photo Date:
June 4, 2015

Site Location:
Hampden, Maine

Description:
Centerline proposed road location Sta 28+50 looking down-station.

Photo By: RSA



**MUNICIPAL REVIEW COMMITTEE
ACCESS ROAD**



Photo No. 7

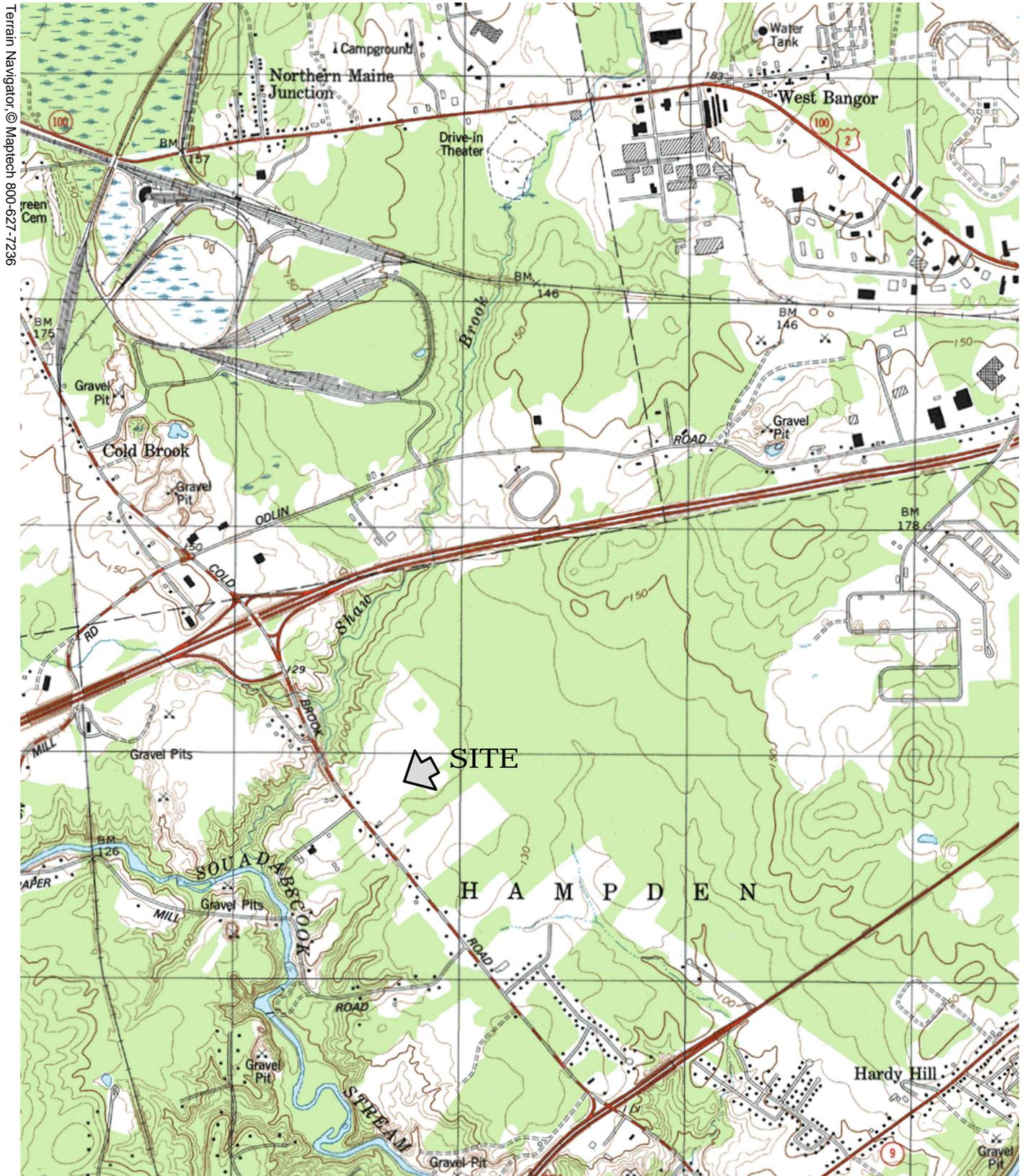
Photo Date:
June 4, 2015

Site Location:
Hampden, Maine

Description:
Centerline proposed
road location Sta
38+00 looking down-
station.

Photo By: RSA

A smaller version of the CES INC logo, consisting of three blue chevrons and one orange diamond.



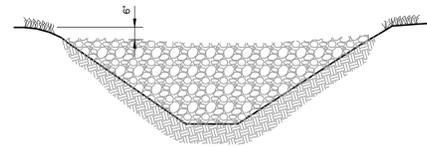
Terrain Navigator, © Maptech 800-627-7236

SOURCE:
 U.S.G.S. TOPOGRAPHIC QUADRANGLE
 BANGOR
 @ 1:24,000

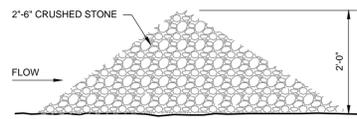


CES INC
 MRC
 HAMPDEN, MAINE
 LOCATION MAP

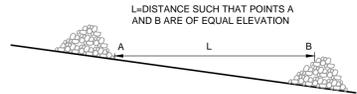
2015-06-05
 10973.002



ELEVATION



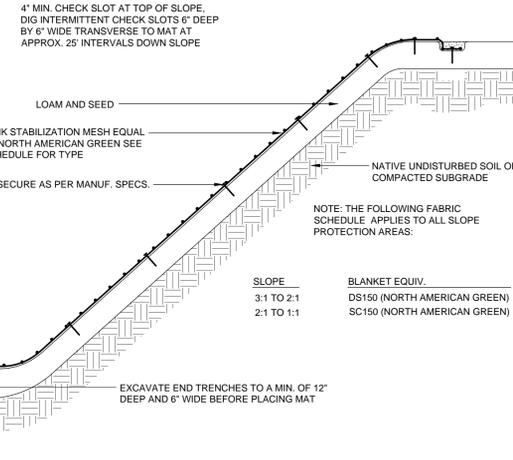
CROSS SECTION



SPACING

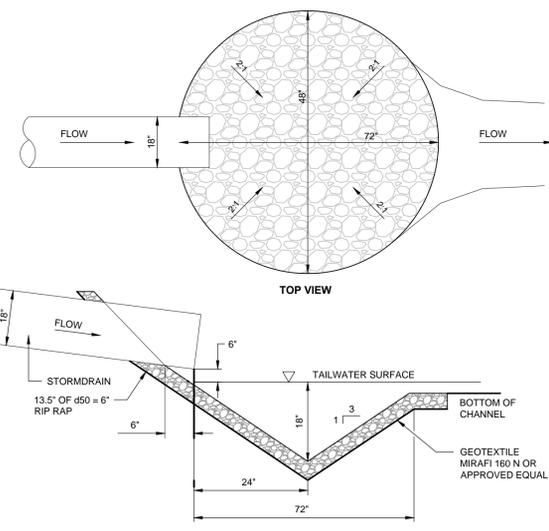
STONE CHECK DAM DETAIL

N.T.S.



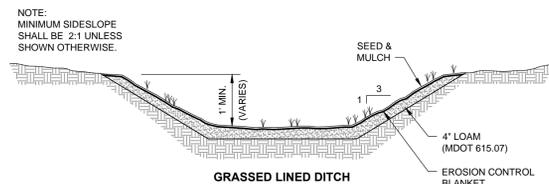
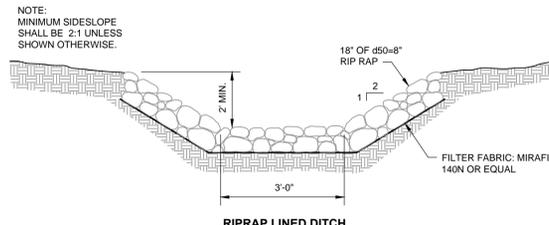
BANK STABILIZATION DETAIL

N.T.S.



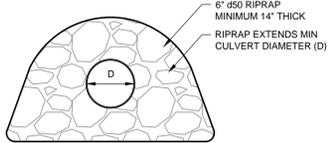
TYPICAL PLUNGE POOL DETAIL

N.T.S.

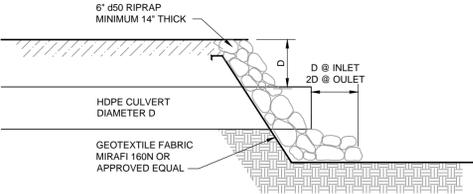


TYPICAL DITCH DETAILS

N.T.S.



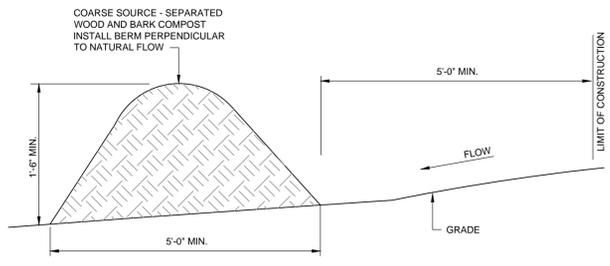
ELEVATION



PROFILE VIEW

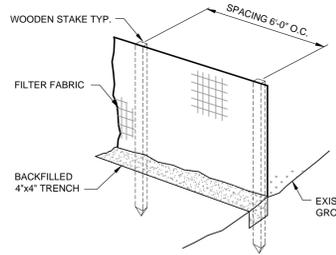
TYPICAL CULVERT INLET/OUTLET PROTECTION DETAIL

N.T.S.



EROSION CONTROL BERM DETAIL

N.T.S. (MAY BE USED AS AN ALTERNATE TO SILT FENCE)



- NOTES:
- KEY FABRIC IN A 4"x4" TRENCH W/BACKFILL.
 - SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

SILT FENCE DETAIL

N.T.S.

GENERAL NOTES

- THE UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION BY THE CONTRACTOR.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITY WITH UTILITY COMPANIES, EMERGENCY SERVICES, THE TOWN, AND MDT.
- PROPERLY PROTECT AND DO NOT DISTURB PROPERTY IRONS AND MONUMENTS. IF DISTURBED, THE PROPERTY MONUMENT WILL BE RESET AT THE CONTRACTOR'S EXPENSE, BY A REGISTERED LAND SURVEYOR APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES RELATED TO THE PROJECT WITHIN THE CONFINES OF EASEMENTS SECURED BY THE TOWN OF HAMPTON. ANY CONSTRUCTION ACTIVITY, MATERIAL STORAGE ETC., TAKING PLACE ON PRIVATE PROPERTY SHALL BE WITH THE EXPRESS WRITTEN PERMISSION OF THE OWNER.
- IF UNEXPECTED HAZARDOUS WASTE OR MATERIALS CONTAINING HAZARDOUS WASTE ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CEASE WORK AND CONTACT THE OWNER, ENGINEER, CONTRACTING OFFICER, AND DEP. WHEN A DEP APPROVED ACTION PLAN IS DETERMINED, WORK SHALL CONTINUE, AND ALL HAZARDOUS WASTE AND MATERIALS CONTAINING HAZARDOUS WASTE SHALL BE DISPOSED OF IN COMPLIANCE WITH THE APPROVED ACTION PLAN AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.
- MOVEABLE TRENCH BOXES SHALL BE USED ON OPEN TRENCH EXCAVATIONS.
- THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS AS REQUIRED TO PERFORM THE WORK AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL CODES.
- THE WORK SHALL INCORPORATE EROSION CONTROL MEASURES WHICH ARE COMPLIANT WITH THE LATEST VERSION OF "MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES".
- THE LOCATION, TYPE AND SIZE OF EXISTING PIPES, DUCTS, CONDUITS AND OTHER UNDERGROUND STRUCTURES SHOWN ON THE DRAWINGS ARE NOT WARRANTED TO BE EXACT NOR IS IT WARRANTED THAT ALL UNDERGROUND STRUCTURES ARE SHOWN. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DEPTH OF SERVICES ARE UNKNOWN AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR. EXCAVATING TEST PITS AS NECESSARY TO VERIFY UTILITY LOCATIONS AND DEPTHS SHALL BE INCIDENTAL TO THIS PROJECT.
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE TOWN OF HAMPTON, MAINE, UTILITY COMPANIES, DIG SAFE, EMERGENCY SERVICES AND MAINE DEPARTMENT OF TRANSPORTATION (MDOT) WHERE APPLICABLE. CONTRACTOR SHALL NOTIFY ALL UTILITIES PRIOR TO COMMENCING WORK TO ALLOW SUFFICIENT TIME TO LOCATE AND MARK THE LOCATION OF ALL BURIED UTILITIES. CONTRACTOR SHALL ALSO CONTACT "DIG SAFE", TELEPHONE NO 800-225-4977. REPAIR OF ANY DAMAGED UTILITY WILL BE INCIDENTAL TO THIS PROJECT.
- INSULATE ALL WATER MAINS WITH LESS THAN 6.0 FEET OF COVER, OR WHERE DIRECTED BY THE ENGINEER. RIGID INSULATION REQUIRED: CLOSED-CELL RIGID FOAMED POLYSTYRENE, EQUAL TO "STYROFOAM" HI-80, BY DOW CHEMICAL. 2" THICK BY 4" WIDE, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN TRAFFIC IN A SAFE MANNER AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MAINTAIN CONTINUOUS TRAFFIC FLOW DURING CONSTRUCTION. THE ROADS SHALL NOT BE CLOSED TO TRAFFIC WITHOUT PERMISSION FROM THE TOWN OF HAMPTON.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT EQUIPMENT FLUIDS FROM REACHING ANY WATER COURSE. ANY INADVERTENT FLUID DISCHARGES SHALL BE IMMEDIATELY CLEANED FROM THE WATERS USING WHATEVER MEANS NECESSARY, AS DETERMINED BY THE ENGINEER.
- RESTORE ALL AREA DISTURBED BY CONTRACTOR'S OPERATIONS TO ORIGINAL CONDITION (GRAVEL, PAVEMENT, GRASS, ETC.) UNLESS NOTED OTHERWISE ON PLANS. RESTORATION OF GRAVEL ROAD AND DRIVEWAY SURFACES AND LAWNS DAMAGED BY CONTRACTOR SHALL BE INCIDENTAL TO THE PROJECT.
- EXISTING FACILITIES AND IMPROVEMENTS (I.E. TREES, LIGHT POLES, SIGNS, ETC.) SHALL BE REMOVED AND REPLACED OR PROTECTED AS REQUIRED DURING CONSTRUCTION. THE ASSOCIATED COSTS ARE INCIDENTAL TO THE PROJECT. BRACING OF UTILITY POLES, WHERE REQUIRED, SHALL BE INCIDENTAL TO THE PROJECT AND NO SEPARATE PAYMENT SHALL BE MADE.
- IT IS ASSUMED THAT THERE IS NO BEDROCK WITHIN THE PROJECT LIMITS, BUT A PROVISION WITHIN THE BID FORM PROVIDES FOR A UNIT COST IN THE EVENT THAT BEDROCK OR ROCKS EXCEEDING 2 CY IN VOLUME ARE ENCOUNTERED. PAYMENT WILL BE IN A UNIT PRICE BASIS AS INDICATED IN THE SPECIFICATIONS.
- WHENEVER POSSIBLE, EXISTING PLANTINGS SHALL BE PRESERVED BY WHATEVER METHOD NECESSARY INCLUDING TRANSPLANTING AND/OR TEMPORARY RELOCATION.
- RESTRICT ACCESS TO SITE THROUGH THE USE OF APPROPRIATE SIGNAGE, GATES, BARRIERS, FENCES, ETC. SITE SHALL BE LEFT WITH APPROPRIATE SAFETY MEASURES IN PLACE DURING NON-WORKING HOURS. NO TRENCH SHALL BE LEFT OPEN DURING NON-WORKING HOURS. SITE SAFETY IS THE RESPONSIBILITY OF CONTRACTOR, DURING BOTH WORKING AND NON-WORKING HOURS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION PERMITS. PERMIT APPLICATIONS SHALL BE SUBMITTED WITH ADEQUATE TIME SO AS NOT TO DELAY CONSTRUCTION.
- WHEN MAKING INTERCONNECTIONS TO ACTIVE COMBINED, SEPARATED, OR STORM SEWER LINES, PERFORM SUCH WORK AT LOW FLOW TIMES AND IN A MANNER TO MAINTAIN FLOWS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY BY-PASS PUMPING OF FLOWS OR OTHER MEANS AS NECESSARY TO ENSURE CONTINUOUS FLOW. THIS COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- ALL FINISH SURFACES SHALL BE INSTALLED TO PROMOTE POSITIVE DRAINAGE. IN NO WAY SHALL THE NEW FINISH SURFACES AND CONVEYANCES CREATE DRAINAGE PROBLEMS THAT DID NOT EXIST PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF ALL PROPOSED WORK AS SHOWN ON DRAWINGS.
- STATIONS AND OFFSETS FOR MANHOLES, CATCH BASINS, AND OTHER STRUCTURES ARE SHOWN TO THE CENTER OF EACH.
- THE LOCATIONS OF ALL PROPERTY LINES AND RIGHT OF WAYS ARE APPROXIMATE (SHOWN FOR REFERENCE ONLY), UNLESS NOTED OTHERWISE. PROPERTY LINES AND RIGHT OF WAYS SHOWN ARE NOT INTENDED TO REPRESENT LEGAL BOUNDARIES. IT IS ASSUMED THAT THE RIGHT OF WAY IS DEFINED BY THE OUTSIDE EDGE OF EXISTING CURB OR OUTSIDE EDGE OF SIDEWALK WHERE APPLICABLE.
- HOURS FOR THE PROJECT WILL BE MONDAY THROUGH FRIDAY, FROM 7:00 AM TO 7:00 PM, UNLESS OTHERWISE AUTHORIZED BY THE OWNER.
- DECHLORINATION OF DISINFECTION WATER WILL BE A REQUIREMENT DURING THE PIPE DISINFECTION PROCESS.

EROSION CONTROL NOTES

- ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BMPs, PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION.
 - SILT FENCE WILL BE INSPECTED, REPLACED AND/OR REPAIRED IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR LOSS OF SERVICEABILITY DUE TO SEDIMENT ACCUMULATION. AT A MINIMUM, ALL EROSION CONTROL DEVICES WILL BE OBSERVED WEEKLY.
 - DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO CONSTRUCTION SITE.
 - SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UP-SLOPE ARE STABILIZED BY A SUITABLE GROWTH OF GRASS. ONCE A SUITABLE GROWTH OF GRASS HAS BEEN OBTAINED, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED BY THE CONTRACTOR. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THEY ARE REMOVED SHALL BE GRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, SEEDED, AND MULCHED IMMEDIATELY.
 - ALL DISTURBED AREAS WILL BE SEEDED WITH 2.5 LBS. RED FESCUE AND 0.5 LBS. RYE GRASS PER 1,000 SQUARE FEET AND MULCHED AT A RATE OF 90 LBS. PER 1,000 SQUARE FEET OR EQUIVALENT APPLICATION OF SEED AND MULCH.
 - A SUITABLE BINDER SUCH AS CURASOL OR TERRTACK WILL BE USED ON THE HAY MULCH FOR WIND CONTROL.
 - IF FINAL SEEDING OF DISTURBED AREAS IS NOT COMPLETED BY SEPTEMBER 15th OF THE YEAR OF CONSTRUCTION, THEN ON THAT DATE THESE AREAS WILL BE GRADED AND SEEDED WITH WINTER RYE AT THE RATE OF 112 POUNDS PER ACRE OR 5 POUNDS PER 1000 SQUARE FEET. THE RYE SEEDING WILL BE PRECEDED BY AN APPLICATION OF 3 TONS OF LIME AND 800 LBS. OF 10-20-20 FERTILIZER OR ITS EQUIVALENT. MULCH WILL BE APPLIED AT A RATE OF 90 POUNDS PER 1000 SQUARE FEET.
 - IF THE RYE SEEDING CANNOT BE COMPLETED BY OCTOBER 1st OR IF THE RYE DOES NOT MAKE ADEQUATE GROWTH BY DECEMBER 1st, THEN ON THOSE DATES, HAY MULCH WILL BE APPLIED AT 150 POUNDS PER 1000 SQUARE FEET.
 - INTERIOR SILT FENCES ALONG CONTOUR DIVIDING FLAT AND STEEP SLOPES, AREAS WITH DIFFERENT DISTURBANCE SCHEDULES, AROUND TEMPORARY STOCKPILES OR IN OTHER UNSPECIFIED POSSIBLE CIRCUMSTANCES SHOULD BE CONSIDERED BY THE CONTRACTOR. THE INTENT OF SUCH INTERIOR SILT FENCES IS TO LIMIT SEDIMENT TRANSPORT WITHIN THE SITE TOWARD THE PROTECTED CATCH BASIN INLETS TO MINIMIZE SEDIMENT REMOVAL REQUIRED BY THE EROSION CONTROL NOTE 5 PROTECTIONS AND EXTEND LIFE OF SUCH DEVICES.
 - THE CONTRACTOR SHALL PROVIDE A SEDIMENT BASIN FOR ALL WATER PUMPED FROM EXCAVATIONS. BASIN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL SUBMIT FOR REVIEW/APPROVAL PRIOR TO BEGINNING ANY PROJECT WORK.
 - CONSTRUCTION OVERSIGHT: THE CONTRACTOR WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES. ONCE ALL STORMWATER MANAGEMENT STRUCTURES ARE CONSTRUCTED AND STABILIZED, THE INSPECTING ENGINEER WILL NOTIFY THE DEPARTMENT IN WRITING WITHIN 30 DAYS TO STATE THAT THE POND HAS BEEN COMPLETED, ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A LOG OF THE ENGINEER'S INSPECTIONS GIVING THE DATE OF EACH INSPECTION, THE TIME OF EACH INSPECTION, AND THE ITEMS INSPECTED ON EACH VISIT, AND INCLUDE ANY TESTING DATA OR SIEVE ANALYSIS DATA OF EVERY MINERAL SOIL AND SOIL MEDIA SPECIFIED IN THE PLANS AND USED ON SITE.
 - DEWATERING: A DEWATERING PLAN IS NEEDED TO ADDRESS EXCAVATION DE-WATERING FOLLOWING HEAVY RAINFALL EVENTS OR WHERE THE EXCAVATION MAY INTERCEPT THE GROUNDWATER TABLE DURING CONSTRUCTION. THE COLLECTED WATER NEEDS TREATMENT AND A DISCHARGE POINT THAT WILL NOT CAUSE DOWNGRADIENT EROSION AND OFFSITE SEDIMENTATION OR WITHIN A RESOURCE. PLEASE FOLLOW THE DETAILS OF SUCH A PLAN.
 - FILTRATION STRUCTURES: ROUTINE CLEARING OF ACCUMULATED TRASH AND DEBRIS IS REQUIRED TO PREVENT CLOGGING OF THE INLET OPENING (JUST AS WITH ANY CATCH BASIN, INLET OR OTHER IN-CURB UNIT). AMERICAST INCLUDES A ONE-YEAR MAINTENANCE PLAN WITH EACH FILTERRAB® SYSTEM TO ENSURE THE SYSTEMS ARE OPERATING PER SPECIFICATIONS. IN ADDITION, THE OWNER WILL PROVIDE AN EXECUTED 5 YEAR INSPECTION AND MAINTENANCE CONTRACT PRIOR TO CONSTRUCTION. SAID CONTRACT WILL BE WITH A PROFESSIONAL WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING A DETAILED WORKING KNOWLEDGE OF THE PROPOSED BMPs.
- THE COMPANY RECOMMENDS THAT LONG-TERM MAINTENANCE BE PERFORMED ON AT LEAST A SEMI-ANNUAL BASIS (GENERALLY SPRING AND FALL SERVICES) TO HELP PRESERVE FILTERRAB® FLOW-THROUGH RATES AND TREATMENT PERFORMANCE ALSO FOUND IN THE FILTERRAB IOM. EACH MAINTENANCE SESSION SHOULD INCLUDE, AT A MINIMUM, THE FOLLOWING:
- * INSPECTION OF THE SYSTEM STRUCTURE AND MEDIA;
 - * REMOVAL OF TRASH AND SILT FROM THE FILTER SURFACE;
 - * REPLACEMENT OF THE SURFACE MULCH LAYER. COMPLETE REPLACEMENT OF THE SOIL MEDIA IS GENERALLY *REQUIRED ONLY AS PART OF A SPILL CLEAN-UP;
 - * PRUNING OF VEGETATION, IF VEGETATION IS IN DEAD OR IN POOR HEALTH, IT WILL BE REPLACED; AND
 - * APPROPRIATE DISPOSAL OF ALL REFUSED ITEMS.
- AMERICAST OFFERS EXTENDED MAINTENANCE SERVICES OR TRAINING TO FACILITATE ON-GOING MAINTENANCE. A MORE DETAILED DESCRIPTION OF THE MAINTENANCE PROCEDURES IS PRESENTED IN THE FILTERRAB IOM.
- BASIC STANDARDS - EROSION CONTROL MEASURES: MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE
- THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES AS PUBLISHED IN 1991 BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION HAS BEEN CHANGED TO THE "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE MAINE DEP IN 2003. ALL REFERENCES SHOULD BE CHANGED TO THE NEW MANUAL. [HTTP://WWW.MAINE.GOV/DEP/BLW/DQOCSTANDESCBSINDEX.HTM](http://www.maine.gov/dep/blw/dqocstandescbms/index.htm)

Waltham
 44 Main Street
 Waltham, MA
 T: 207-688-2202
 F: 207-688-2204
 Lewiston
 120 Main Street
 Lewiston, MA
 T: 207-754-8112
 F: 207-754-8114
 Brewer
 466 South Main Street
 Brewer, ME
 T: 207-688-4824
 F: 207-688-6801
 Bangor
 60 Duane Street
 Bangor, ME
 T: 207-255-5870
 F: 207-255-5807

CES INC
 Engineers • Environmental Scientists • Surveyors

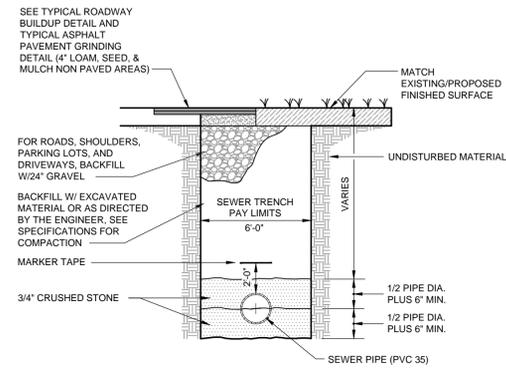
PROJECT TITLE
**MRC ACCESS ROAD
 HAMPTON, MAINE**
 SHEET TITLE
SITE DETAILS

NO.	REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

SCALE: NO SCALE
 DATE: 2015-02-20
 DRAWN BY: WAB CHECKED BY: ACH
 DESIGNED BY: ACH APPROVED BY: SMT
 JOB NUMBER: 10973.002
 DRAWING NUMBER:

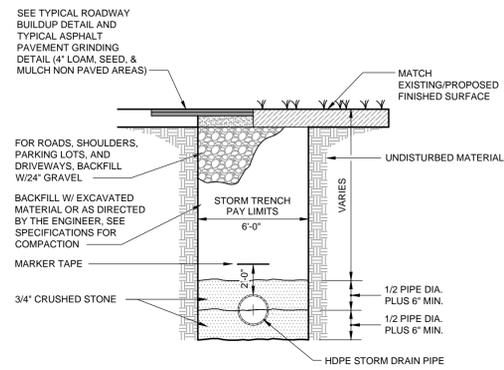
STATE OF MAINE
 THESIS
 No. 10139
 08/24/2015
 LICENSED PROFESSIONAL ENGINEER

C501



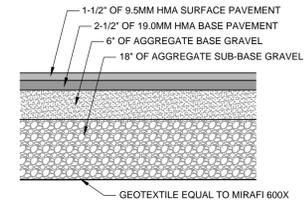
NOTE:
1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4\"/>

TYPICAL SEWER TRENCH DETAIL
N.T.S.

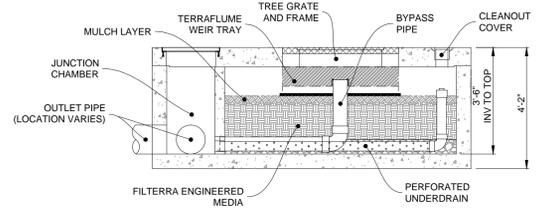
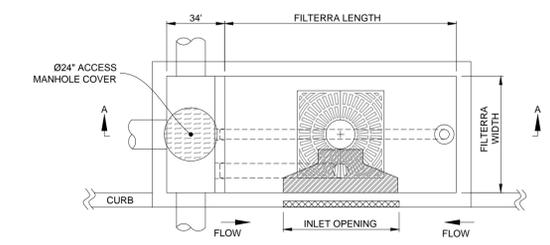


NOTE:
1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4\"/>

TYPICAL STORM DRAIN TRENCH DETAIL
N.T.S.



TYPICAL ROADWAY BUILDUP DETAIL
N.T.S.

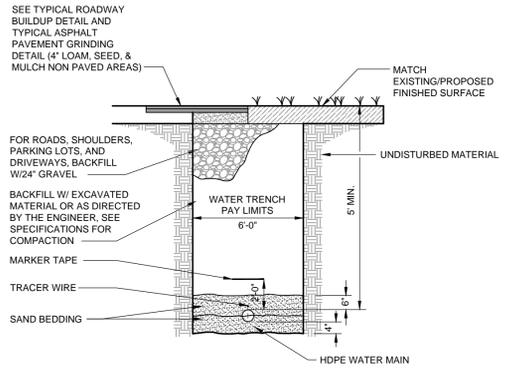


UNIT TO BE SET PLUMB AND LEVEL

DESIGNATION (LENGTH x WIDTH)	INLET OPENING	MAX BYPASS PIPE SIZE	MAX BYPASS FLOW (CFS)	MAX OUTLET PIPE SIZE
4x4	4'-0"	6" PVC	1.42	6" PVC
4x6 OR 6x4	4'-0"	8" PVC	1.89	8" PVC
4x8 OR 8x4	4'-0"	8" PVC	1.89	8" PVC
6x6	4'-0"	8" PVC	1.89	8" PVC
6x8 OR 8x6	4'-0"	8" PVC	1.89	8" PVC
6x10 OR 10x6	4'-0"	8" PVC	1.89	8" PVC
6x12 OR 12x6	4'-0"	10" PVC	2.37	10" PVC
7x13 OR 13x7	4'-0"	10" PVC	2.37	10" PVC

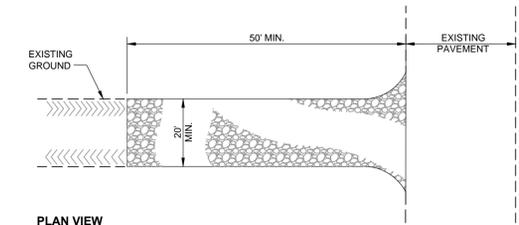
* CONTACT FILTERRA FOR LARGER INLET OPENINGS OR DIFFERENT AVAILABLE CONFIGURATIONS

FILTERRA DETAIL
N.T.S.

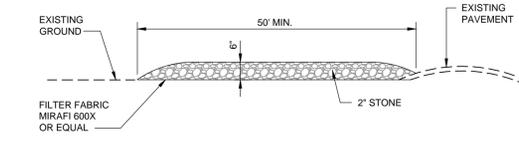


NOTE:
1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4\"/>

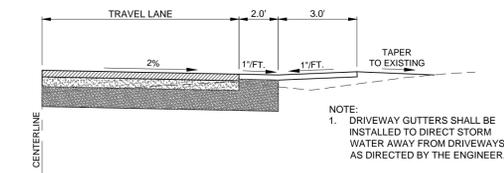
TYPICAL TRENCH DETAIL - HDPE WATER MAIN
N.T.S.



NOTE: CONTRACTOR SHALL ADD STONE TO ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES

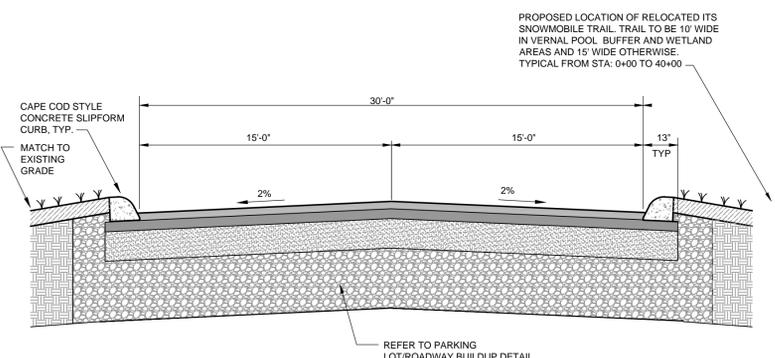


SECTION
STABILIZED CONSTRUCTION ENTRANCE DETAIL
N.T.S.

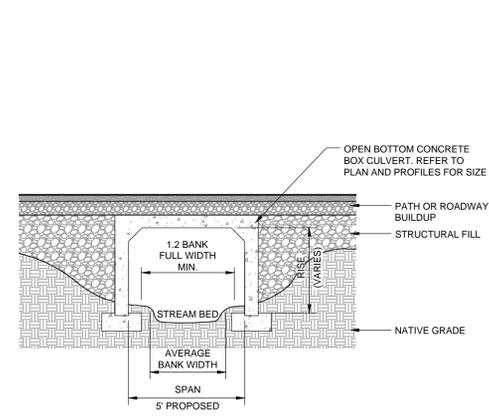


NOTE:
1. DRIVEWAY GUTTERS SHALL BE INSTALLED TO DIRECT STORM WATER AWAY FROM DRIVEWAYS AS DIRECTED BY THE ENGINEER.

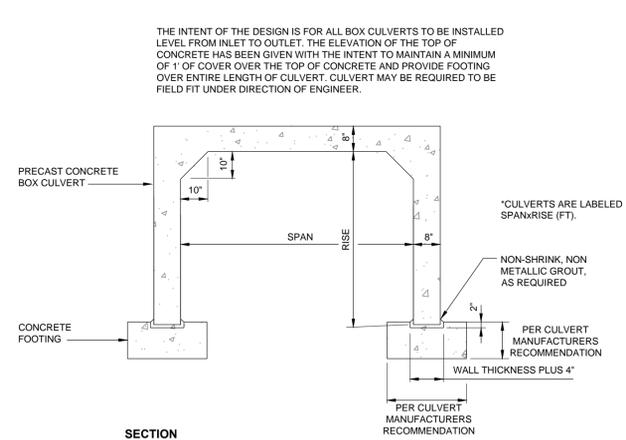
TYPICAL DRIVEWAY VALLEY DETAIL
N.T.S.



TYPICAL CROWNED ROADWAY CROSS SECTION
N.T.S.



ELEVATION
TYPICAL BOX CULVERT DETAIL
N.T.S.



SECTION
TYPICAL BOX CULVERT DETAIL
N.T.S.

FOUNDATION GENERAL NOTES:

- PRE-CAST BRIDGE DECK SHALL BE DESIGNED AND PROVIDED BY AMERICAN CONCRETE INDUSTRIES AND BASED ON A MODIFIED HL93 LOADING.
- WHERE LEDGE IS ENCOUNTERED, FOUNDATIONS SHALL BEAR DIRECTLY ON LEDGE. IN CASES OF PARTIAL LEDGE CONDITIONS, PROVIDE A MINIMUM OF 12 INCHES OF CRUSHED STONE BELOW FOUNDATION. IN NO CASE SHALL FOUNDATIONS BEAR PARTIALLY ON LEDGE AND PARTIALLY ON SOIL.

FOUNDATION MATERIAL SPECIFICATIONS:

- CONCRETE
 - ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS $f'_c = 4000$ PSI.
 - SLUMP/DESIGNATED COARSE AGGREGATE 4"±1" 73/4"
 - AIR ENTRAINMENT 5-7% ALL EXTERIOR EXPOSED CONCRETE
 - PLACE CONCRETE IN ACCORDANCE WITH ACI 301
 - ALL CONCRETE WORK TO CONFORM TO ACI 318
 - USE ADMIXTURES ONLY WHEN APPROVED BY ENGINEER
- REINFORCEMENT
 - ALL REINFORCEMENT TO BE GRADE 60 AND CONFORM TO ASTM A615
 - COMPLETE REINFORCING WORK IN ACCORDANCE WITH ACI 318
 - SPLICE #4 REBAR A MINIMUM OF 18 INCHES
 - SPLICE #5 REBAR A MINIMUM OF 24 INCHES
 - SPLICE #6 REBAR A MINIMUM OF 30 INCHES
- STRUCTURAL FILL PLACED ADJACENT TO FOUNDATIONS AS BACKFILL WILL BE CLEAN GRANULAR MATERIAL, FREE FROM ORGANIC MATTER, FROZEN MATERIAL AND OTHER DELETERIOUS MATERIALS. MAXIMUM PARTICLE SIZE OF 6"
- GRAVEL SUB-BASE TO BE SAND OR GRAVEL CONSISTING OF HARD DURABLE PARTICLES WHICH ARE FREE FROM VEGETABLE MATTER, LUMPS, OR BALLS OF CLAY, AND OTHER DELETERIOUS SUBSTANCES. THE GRADATION OF THE PORTION WHICH WILL PASS A 3 INCH SIEVE IS TO MEET THE GRADING REQUIREMENTS OF THE FOLLOWING TABLE:

SIEVE SIZE	WEIGHT PASSING (%)
1/4"	25-70
NO. 40	0-30
NO. 200	0-7

Waltham
 44 Main Street
 Waltham, MA
 T. 207-688-2202
 F. 207-688-2204
 Brewer
 466 South Main Street
 Brewer, ME
 T. 207-794-4412
 F. 207-794-4414
 Lewiston
 60 DuBois Street
 Lewiston, ME
 T. 207-255-8877
 F. 207-255-8888
CES INC
 Engineers • Environmental Scientists • Surveyors

PROJECT TITLE
**MRC ACCESS ROAD
 HAMPDEN, MAINE**
 STREET TITLE
SITE DETAILS

DRAWN BY: [] CHECKED BY: []
 DATE: []
 REV: [] DESCRIPTION: []
 SCALE: NO SCALE
 DATE: 2015-02-20
 DRAWN BY: WAB CHECKED BY: ACH
 DESIGNED BY: ACH APPROVED BY: SMT
 JOB NUMBER: 10973.002
 DRAWING NUMBER:
C502

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BASIC STANDARD SUBMISSIONS

Each project is required to meet the basic standards (Chapter 500, Section 4(A)) of the Stormwater Management Rules. These standards are required for all sites except those that qualify for stormwater PBR. The following plans are included in this section and have been prepared by a Professional Engineer registered in the State of Maine:

- ◆ Erosion and Sedimentation Control Plan
- ◆ Inspection and Maintenance Plan
- ◆ Housekeeping Plan

The Stormwater Management Plan drawing, included in this Application, depicts the location of proposed erosion and sediment control measures. A Detail Sheet is also provided which includes the details of the construction and installation of the erosion and sediment control measures along with critical construction notes.

EROSION AND SEDIMENTATION CONTROL PLAN

- 1. Pollution Prevention:** The proposed project will include the construction of an access road with utilities intersecting Coldbrook Road on properties shown on Tax Map 9, Lots 35-39 and Tax Map 14, Lot 07. Construction of the site will only disturb areas necessary to build the road, utilities, and provide necessary drainage. All disturbed areas, with the exception of the paved roadway, will be stabilized with vegetation or riprap. Downgradient areas will be protected with the use of silt fence or additional control devices if necessary during construction.
- 2. Sediment Barriers:** Prior to construction, sediment barriers will be installed downgradient of all disturbed areas. Sediment barriers will include silt fence, bark mulch berms, or additional measures which may become necessary.

Sediment barriers will also be installed adjacent to any significant natural drainage channel, not otherwise protected. All installed sediment barriers will be maintained until disturbed areas are permanently stabilized.

- 3. Temporary Stabilization:** Disturbed areas, which have lost natural vegetation cover, and will not be worked for more than seven days, will be temporarily stabilized. Areas within 75 feet of a wetland or waterbody will be stabilized within 48 hours of the initial disturbance or prior to any significant storm event, whichever comes first.

Temporary stabilization will include mulch or other non-erodible material such as erosion control mesh mats. In some instances, temporary stabilization may include temporary mulch and seeding, based on the time until the area will be worked or permanently stabilized.

- 4. Removal of Temporary Sediment Control Measures:** After permanent stabilization of disturbed areas has been completed, temporary measures, such as silt fence, will be removed within 30 days. Any accumulated sediments will be removed and any disturbed areas permanently stabilized.
- 5. Permanent Stabilization:** Once proposed construction is completed, all disturbed areas, not otherwise permanently stabilized, will be permanently stabilized with vegetation, seeding, or permanent mulch.

Vegetation plantings and seeding will include species suitable for the light, soil, and moisture conditions of the area. Seeded areas will be protected with temporary mulch or erosion control blankets.

Concentrated flows will not be allowed on newly seeded areas until an adequate catch of vegetation is established. It may be necessary to reseed and mulch again if germination is sparse, plant coverage is spotty, or topsoil erosion is evident. For seeded areas, permanent stabilization means a 90% cover of healthy plants with no evidence of washing or rilling of the topsoil.

Other permanent measures associated with the project include the following.

- A. Permanent Mulch: Permanent mulching means total coverage of exposed area with an approved mulch material. Erosion control mix may be used as mulch for permanent stabilization according to the approved application rates and limitations.
 - B. Permanent Riprap: Permanent riprap means that slopes and ditches stabilized with riprap have an appropriate backing of well-graded gravel or approved geotextile to prevent soil movement from behind the riprap. Properly sized angular stones will be utilized.
 - C. Permanent Ditches, Channels, and Swales: Permanent stabilization means the channel is stabilized with a 90% cover of healthy vegetation or with a well-graded riprap lining. There must be no evidence of slumping of the channel lining, undercutting of the channel banks, or down-cutting of the channel.
6. **Winter Construction**: At this time, the project is expected to be completed within the Summer and Fall. If unexpected Winter construction occurs, additional provision will be made to protect disturbed areas from runoff. "Winter construction" includes the time between November 1 and April 15.
 7. **Stormwater Channels**: Ditches, swales, and open stormwater channels associated with the project have been designed to handle anticipated flows. The project will include vegetation and riprap stabilization within these structures. Stone check dams will be utilized as necessary until channels are permanently stabilized.
 8. **Roads**: The roadway associated with the project has been designed to treat runoff with a series of Filterra tree box filters.
 9. **Culverts**: Culverts associated with the project have been designed to convey the 24 hour, 25 year duration storm event. Culvert entrances will be stabilized with riprap. Culvert outlets will also be stabilized with riprap.
 10. **Additional Requirements**: No additional requirements are proposed at this time.

INSPECTION AND MAINTENANCE PLAN

Maintenance Plan

The developer of the Access Road and Utilities and their contractor will be responsible for maintenance during the construction of the roadway and utilities. After completion of the site work, Municipal Review Committee Inc. (MRC) will be responsible for post construction maintenance of the roadways, ditches, and Filterra Treebox Filters.

Pre and Post Construction Maintenance Plans for the stormwater management system are included in this section. Any questions regarding the design and maintenance of the Stormwater Management and Erosion and Sedimentation Control Systems should be directed to:

Sean Thies, P.E.
CES, Inc.
465 South Main Street
Brewer, ME 04412
207-989-4824

MAINTENANCE PLAN OF STORMWATER MANAGEMENT SYSTEM

MRC and/or its assigns, will be responsible for the inspection and maintenance of all stormwater management system components. The Maine Department of Environmental Protection's (MDEP) Stormwater Management for Maine: Best Management Practices (2006) and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within seven calendar days and prior to any rainfall event.

Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log titled *Log of Inspections During Construction* is provided at the end of this section.

B. POST-CONSTRUCTION

MRC will be responsible for the inspection and maintenance of all stormwater management system components after construction is complete.

1. Ditches, Swales, Swales with Check Dams, and Culverts: Inspections and maintenance of ditches, culverts, swales with check dams, and swales will be performed in the Spring, late Fall, and after rain events greater than one inch in depth to remove any obstructions to flow, to remove any accumulated sediments within the structures, and to repair any erosion of channel linings, check dams, inlet protection, or outlet protection. Vegetated ditches and swales must be mowed no more than twice per year and cut no less than 6 inches in height. Stone check dams will have all accumulated sediments removed at least once a year or otherwise maintained to control the growth of woody vegetation within the channel.
2. Filtration Structures: Routine clearing of accumulated trash and debris is required to prevent clogging of the inlet opening (just as with any catch basin, inlet or other in-curb unit). Americast includes a one-year maintenance plan with each Filterra® system to ensure the systems are operating per specifications. In addition, MRC will provide an executed 5 year inspection and maintenance contract prior to construction. Said contract will be with a professional with knowledge of erosion and stormwater control, including a detailed working knowledge of the proposed BMP's.

MRC recommends that long-term maintenance be performed on at least a semi-annual basis (generally spring and fall servicing) to help preserve Filterra® flow-through rates and treatment performance also found in the Filterra® IOM. Each maintenance session should include, at a minimum, the following:

- ◆ Inspection of the system structure and media.
- ◆ Removal of trash and silt from the filter surface.
- ◆ Replacement of the surface mulch layer. Complete replacement of the soil media is generally required only as part of a spill clean-up.
- ◆ Pruning of vegetation. If vegetation is in dead or in poor health, it will need replacement.
- ◆ Appropriate disposal of all refused items.

Americast offers extended maintenance services or training to facilitate on-going maintenance. A more detailed description of the maintenance procedures is presented in the Filterra® IOM.

C. DOCUMENTATION

A log shall be kept summarizing the inspections, maintenance, and any corrective action taken. A copy of the log is provided at the end of this section, and is titled *BMP Inspection Log*.

HOUSEKEEPING PLAN

The following performance standards are proposed for the project.

1. **Spill Prevention:** Controls must be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
2. **Groundwater Protection:** During construction, liquid petroleum products, and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography, and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
3. **Fugitive Sediment and Dust:** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control. Operations during wet months that experience tracking of mud off the site onto public roads should provide for sweeping of road areas at least once a week and prior to significant storm events. Where chronic mud tracking occurs, a stabilized construction entrance should be provided. Operations during dry months, that experience fugitive dust problems, should wet down the access roads once a week or more frequently as needed.
4. **Debris and Other Materials:** Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
5. **Trench or Foundation De-Watering:** Trench de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the department.
6. **Non-Stormwater Discharges:** Identify and prevent contamination by non-stormwater discharges.
7. **Additional Requirements:** Additional requirements may be applied on a site-specific basis.

GENERAL STANDARD SUBMISSIONS

The proposed project will construct a paved Access Road intersecting Coldbrook Road and will include the creation of approximately 145,257 square feet of impervious area on parcels totaling 4.03 acres in size. The proposed road will take the place of an existing gravel road with approximately 41,314 square feet of impervious surface. The net new impervious area will be approximately 103,943 square feet. The proposed Access Road will result in approximately 261,250 square feet of developed area. The developed area from the existing gravel road totals approximately 177,346 square feet. The net new developed area will be approximately 82,904 square feet.

The entire project area is located on the north side of Coldbrook Road and is in the Penobscot River Watershed. Since this project meets the definition of a linear portion, the Maine Department of Environmental Protection General Standards requires the treatment of 75% of the impervious surface and 50% of the developed area resulting from the project. At this time, the project is proposing to utilize a series of five Filterra treebox filters to meet the stormwater quality standards. The following chart summarizes the treatment structure, area treated, and relationship with the total impervious and developed areas for the project.

PROJECT AREA	NET NEW IMPERVIOUS AREA	NET NEW DEVELOPED AREA
ACCESS ROADWAY	103,943 SF	82,904 SF

TREATMENT METHOD	IMPERVIOUS AREA	DEVELOPED AREA
TREE BOX FILTER #1	14,250 SF	14,250 SF
TREE BOX FILTER #2	14,250 SF	14,250 SF
TREE BOX FILTER #3	21,810 SF	21,810 SF
TREE BOX FILTER #4	21,810 SF	21,810 SF
TREE BOX FILTER #5	4,749 SF	4,749 SF
TREE BOX FILTER #6	4,749 SF	4,749 SF
TOTAL TREATED AREA	81,618 SF	81,618 SF
PERCENT TREATED OF AREAS	78.5%	98.4%

A description of each treatment area is as follows:

1. **Tree Box Filter #1:** A tree box filter will be constructed and established on the left side of the Access Road at station 22+50. This tree box filter will receive stormwater runoff from the Access Road from station 13+00 to 22+50. The Access Road is crowned through this area and is graded to drain from right to left. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 14,250 SF
Landscaped Area: 0 SF
Total Treatment Area: 14,250 SF (0.33 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of between 0.26 and 0.33 Acres to be Filterra Model Number 8x6 or 6x8.

- Tree Box Filter #2:** A tree box filter will be constructed and established on the right side of the Access Road at station 22+50. This tree box filter will receive stormwater runoff from the Access Road from station 13+00 to 22+50. The Access Road is crowned through this area and is graded to drain from left to right. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 14,250 SF
Landscaped Area: 0 SF
Total Treatment Area: 14,250 SF (0.33 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of between 0.26 and 0.33 Acres to be Filterra Model Number 8x6 or 6x8.

- Tree Box Filter #3:** A tree box filter will be constructed and established on the left side of the Access Road at station 29+00. This tree box filter will receive stormwater runoff from the Access Road from station 29+00 to 43+54. The Access Road is crowned through this area and is graded to drain from right to left. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 21,810 SF
Landscaped Area: 0 SF
Total Treatment Area: 21,810 SF (0.50 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of between 0.43 and 0.50 Acres to be Filterra Model Number 12x6 or 6x12.

- Tree Box Filter #4:** A tree box filter will be constructed and established on the right side of the Access Road at station 29+00. This tree box filter will receive stormwater runoff from the Access Road from station 29+00 to 43+54. The Access Road is crowned through this area and is graded to drain from left to right. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 21,810 SF
Landscaped Area: 0 SF
Total Treatment Area: 21,810 SF (0.50 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of between 0.43 and 0.50 Acres to be Filterra Model Number 12x6 or 6x12.

5. **Tree Box Filter #5:** A tree box filter will be constructed and established on the left side of the Access Road at station 45+44. This tree box filter will receive stormwater runoff from the Access Road from station 43+84 to 46+13. The Access Road is crowned through this area and is graded to drain from left to right. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 4,749 SF
Landscaped Area: 0 SF
Total Treatment Area: 4,749 SF (0.11 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of up to 0.17 Acres to be Filterra Model Number 4x6 or 6x4.

6. **Tree Box Filter #6:** A tree box filter will be constructed and established on the right side of the Access Road at station 45+44. This tree box filter will receive stormwater runoff from the Access Road from station 43+84 to 46+13. The Access Road is crowned through this area and is graded to drain from left to right. Stormwater is collected along the curb line and delivered to a tree box filter which outlets the treated runoff toward a large wetland area to the South and eventually the Penobscot River. Sizing for the proposed tree box filter is as follows:

Impervious Area: 4,749 SF
Landscaped Area: 0 SF
Total Treatment Area: 4,749 SF (0.11 Acres)

Sizing based on MDEP Division of Watershed Management Memo dated January 21, 2015, which details Filterra Bioretention System sizing without an Isolator Row for a drainage area of up to 0.17 Acres to be Filterra Model Number 4x6 or 6x4.

The proposed stormwater quality control devices have been designed according to the standards outlined in the *Stormwater Management for Maine, Volume III BMP Manual*, January 2006 and revised July 2009. Construction and maintenance will be according to standards outlined in this manual.