



**Town of Arundel  
FINAL SUBDIVISION APPLICATION**

**For:  
Goff Brook Farm Subdivision  
Arundel, Maine**

**Applicant:  
Porter Land Preservation  
754 Alfred Road  
Arundel, Maine 04046**

**Prepared by:  
Sebago Technics, Inc.  
75 John Roberts Road, Suite 4A  
South Portland, Maine 04106**

**May 2022**  
20275

October 3, 2022  
20275

Mr. Lee Jay-Feldman  
Town of Arundel  
P.O. Box 566  
Kennebunkport, ME 04046

**Final Subdivision Application**  
**Goff Brook Farms Subdivision, Porter Land Preservation LLC**

Dear Lee Jay:

On behalf of Porter Land Preservation, LLC (applicant), we are pleased to submit the Final Subdivision application and supportive documentation for Planning Board review and consideration to approve the development of this 14-lot residential cluster-style subdivision on their 44.17-acre parcel of land located off Log Cabin Road.

As previously presented in the Preliminary Plan review, the project consists of construction of a 1,560-foot-long roadway with a cul-de-sac which the 14 residential clustered lots will front on. The road will align near the existing driveway connection to the lot on Log Cabin Road. Lots range in size from 43,860 to 62, 126 square feet. Each lot will be served by individual well and septic disposal systems. Lots are sited to avoid wetlands to the largest extent practicable. Minor wetland impacts will be required for the construction of the roadway and some lot areas. Open space surrounds the majority of the house lots and provides a suitable buffer to adjacent residential and commercial uses.

Since the Planning Board granted Preliminary Plan Approval, we have received approval from both the MDEP, ACOE and MDOT. Copies of these permits are attached.

In accordance with the Arundel Planning Board Final Subdivision Application Checklist, we provide the following information:

- Final Subdivision Application, Check List and Agent Authorization
- Final Subdivision Plan set
- Location Map
- Copy of deed
- Cost estimate
- Home Owner Association Documents and Deed Restrictions
- Other Agency Approvals:
  - a. Maine Department of Environmental Protection

- b. Army Corp of Engineers
- c. Maine Department of Transportation

We are hopeful that all of the required information is adequate for Final Subdivision review and approval. Upon reviewing the enclosed plans and information, please call with any questions or if you require additional information. We look forward to meeting with the Planning Board at their next regularly scheduled meeting. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.



Stephen G. Doe, RLA, LEED-AP  
Senior Landscape Architect

SGD/me  
Enc.

cc. Shawn Douston, Porter Land Preservation, LLC  
Ralph Austin, Woodman Edmands Danylik Austin Smith & Jacques, P.A.

## **Table of Contents**

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### **EXHIBITS**

- 1. Final Subdivision Application, Checklist and Agent Authorization**
- 2. Location Map**
- 3. Title, Right, or Interest**
- 4. Cost Estimate**
- 5. HOA Docs and Deed Restrictions**
- 6. Other Agency Approvals**

# **Exhibit 1**

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## **Final Subdivision Application, Checklist, and Agent Authorization**

# Town of Arundel, Maine

## Final Major Subdivision Application Form

**Subdivision, Major:** Any subdivision containing more than four lots or dwelling units, or any subdivision in which a street is proposed to be constructed.

- 1. **Project Name:** Goff Brook Farm Subdivision
- 2. **Name of Property Owner:** Porter Land Preservation LLC  
 Mail Address: 754 Alfred Road  
 Town, State ZIP Code Arundel, ME, 04046  
 Telephone #: 207-283-0110  
 Email address: Shawn@Douston.com

- 3. **Applicant Name** (if different):  
 Mail Address: Same  
 Town, State ZIP Code \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Email address: \_\_\_\_\_

What interest does the applicant have in the property to be subdivided?  
 ownership    option    purchase contract    other \_\_\_\_\_  
Provide written evidence of right, title or interest in property with application.

- 4. **Authorized Agent** (person(s) who will be responsible for all communication with the Planning Board):  
 Name: Steve Doe, RLA  
 Mail Address: 75 John Roberts Rd, Suite 4A,  
 Town, State ZIP Code South Portland, Maine, 04106  
 Telephone #: 207-200-2056  
 Email address: sdoe@sebagotechnics.com

- 5. **Design Consultants** (Architect, Surveyor, Engineer, Planner)  
 Name: Sebago Technics  
 Mail Address: 75 John Roberts Rd, Suite 4A,  
 Town, State ZIP Code South Portland, Maine, 04106  
 Telephone #: 207-200-2056  
 Email address: sdoe@sebagotechnics.com

### GENERAL INFORMATION

- 6. Property Location (Street Location): 166 Log Cabin Road  
 Arundel Tax Map 38 Lot 21 York County Registry Book 17068 Page 101-106
- 7. Zoning District: (check all that apply)    R-1    R-2    R-3    R-4    DB-1    DB-2    AR    BI  
 TC    GW    Flood Hazard    Shoreland Overlay    Resource Protection    Stream Protection Overlay  
 Telecom Tower Overlay Zone    Mobile Home Park Overlay Zone    Natural Resource Conservation

**SITE INFORMATION**

8. Please describe the existing use of the property to be developed and neighboring properties.

The property to be developed is currently undeveloped. The majority of the neighboring properties are single family residential with some other commercial uses.

Please describe the proposed use of the property.

The proposed use of the property is to develop a 14-lot cluster-style subdivision

**9. Net Residential/Development Density Calculations**

Total Acreage of Parcel 44.17 Net Residential Acreage\* 31.47ac  
 Minimum Lot size for Zoning District 2 ac Net Residential Density\* 31.47ac  
 Total Number of Dwelling Units: 14  
 Density bonuses \_\_\_\_\_

*\* See Section 2 of LUO for Definitions. Please document all of the calculations in determining Net Residential Acreage.*

**10. Infrastructure**

- If water supply is from a public source, submit confirmation from KKWW that it will serve the project.
- What is the intent of the applicant for the street(s)?  Private  Public
- What is the total length of new street(s)? 1,550 feet

12. List and attach all copies of Covenant Restrictions, Easements, and copies of deed conveyances for open space Fire ponds, or Association Bylaws that will become part of any deed: **See homeowners association documents**

13. Attach copies of all applicable State and Federal Permits, including the following:

- a. Maine Department of Environmental Protection permits including Site Location, Stormwater Management, Natural Resources Protection Act, and Wastewater Discharge License et al;
- b. Maine Department of Human Services permit for a community water supply and distribution system;
- c. Maine Department of Human Services permit for an engineered community subsurface waste water disposal system;
- d. US Army Corps of Engineers Section 404 permit;
- e. Maine Department of Transportation Traffic Movement or Highway Entrance permit.

14. Submit all final cost estimates of all infrastructure and project improvements and executed surety as mandated in Article 13 of the Arundel Subdivision Ordinance.

15. Please remit payment for all outstanding fees and costs for Town Peer Reviews.

16. For a Major Subdivision Submit a Final Plan Subdivision Review Fee of \$75 per lot or dwelling unit per Section 8.1.B of the Arundel Subdivision Ordinance as well as \$225 for advertising costs.

To the best of my knowledge, all of the above stated information is true and correct.

_____ Applicant's Signature	_____ Date
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Submit 10 copies of this application form and the completed *Final Plan Subdivision Checklist*, along with the required plans and supporting materials. Applications will not be considered complete enough to be placed upon a Planning Board agenda until the Town Planner receives all the plans, fees, written submissions or waiver requests. See Section 6.3 or Section 8.2 of the Arundel

Subdivision Regulations for the list of required submission items in order for an application to be considered complete. After receipt of all the necessary information, the Town Planner shall place the application on the next available agenda. Public Hearings are scheduled by the Planning Board. *All submissions shall be collated and packaged with maps folded so as to fit in a legal sized folder, otherwise the submission will be rejected.*

## SUBMISSION CHECKLIST FOR FINAL PLAN FOR MAJOR SUBDIVISION

- Proposed name of the subdivision and the name of the municipality in which it is located, plus the Assessor's Map and Lot numbers.
- The number of acres within the proposed subdivision, location of property lines, existing buildings, watercourses, and other essential existing physical features.
- An indication of the type of water supply system(s) to be used in the subdivision.
  - When water is to be supplied by an existing public water supply, a written statement from the Water District indicating the district has reviewed and approved the water system design.
  - written statement shall be submitted from the Fire Chief approving all hydrant locations or other fire protection measures deemed necessary.
  - evidence of adequate ground water supply and quality shall be submitted by a well driller or a hydrogeologist
- The date the Plan was prepared, north point, graphic map scale.
- The names and addresses of the record owner, subdivider, and individual or company who prepared the plan.
- The location of any zoning boundaries affecting the subdivision.
- any proposed deed restrictions intended to cover all or part of the lots or dwellings in the subdivision.
- The location and size of existing and proposed sewers, water mains, culverts, and drainage ways
- The location, names, and present widths of existing and proposed streets, highways, easements, buildings, parks and other open spaces
- Street plans, meeting the requirements of the Arundel Street Design and Construction Ordinance
- An erosion and sedimentation control plan
- A storm water management plan
- The width and location of any streets or public improvements or open space shown upon the Official Map and the Comprehensive Plan.
- All parcels of land proposed to be dedicated to public use and the conditions of such dedication.
- The boundaries of any flood hazard areas as depicted on the municipality's Flood Insurance Rate Map and the 100-year flood elevation
- N/A  If in the watershed of Brimstone Pond, and not qualify for the simplified review procedure for phosphorus control, the following shall be submitted or indicated on the plan.
  - A Phosphorus Impact Analysis and Control Plan, include all worksheets, engineering calculations, and construction specifications and diagrams for control measures
  - A long-term maintenance plan for phosphorus control measures.
  - The contour lines shall be at an interval of no less than five feet.
  - Areas with sustained slopes greater than 25% covering more than one acre shall be delineated.
- A list of construction items, with cost estimates
- N/A  A list of construction and maintenance items, with both capital and annual operating cost estimates, that must be financed by the municipality,

- The developer shall provide an estimate of the net increase in taxable assessed valuation at the completion of the construction of the subdivision.
- If there is open space, a draft Conservation Easement
- Covenants for mandatory membership in the lot owners association
- Draft articles of incorporation of the lot owners association
- Draft by-laws of the proposed lot owners association.
- PDF file of Final Subdivision Plan referenced to UTM (NAD 1983) and capable of importation into ARCGIS 10.4 .
- Names and mailing address of all property owners abutting the proposed project, printed on Avery 5160 mailing labels

# AGENT AUTHORIZATION

<b>APPLICANT/ OWNER</b>	Name	Porter Land Preservation LLC		
<b>PROPERTY DESCRIPTION</b>	Physical Address	166 Log Cabin Road, Arundel, ME	Map	38
			Lot	21
<b>APPLICANT'S AGENT INFORMATION</b>	Name	Stephen G. Doe, RLA, LEED-AP		
	Phone	207-200-2056	Business Name & Mailing Address	Sebago Technics, Inc. 75 John Roberts Road, Suite 4A South Portland, Maine 04106

 11/30/21

APPLICANT SIGNATURE      DATE

Shawn H. Douston

PLEASE TYPE OR PRINT NAME HERE



11/29/2021

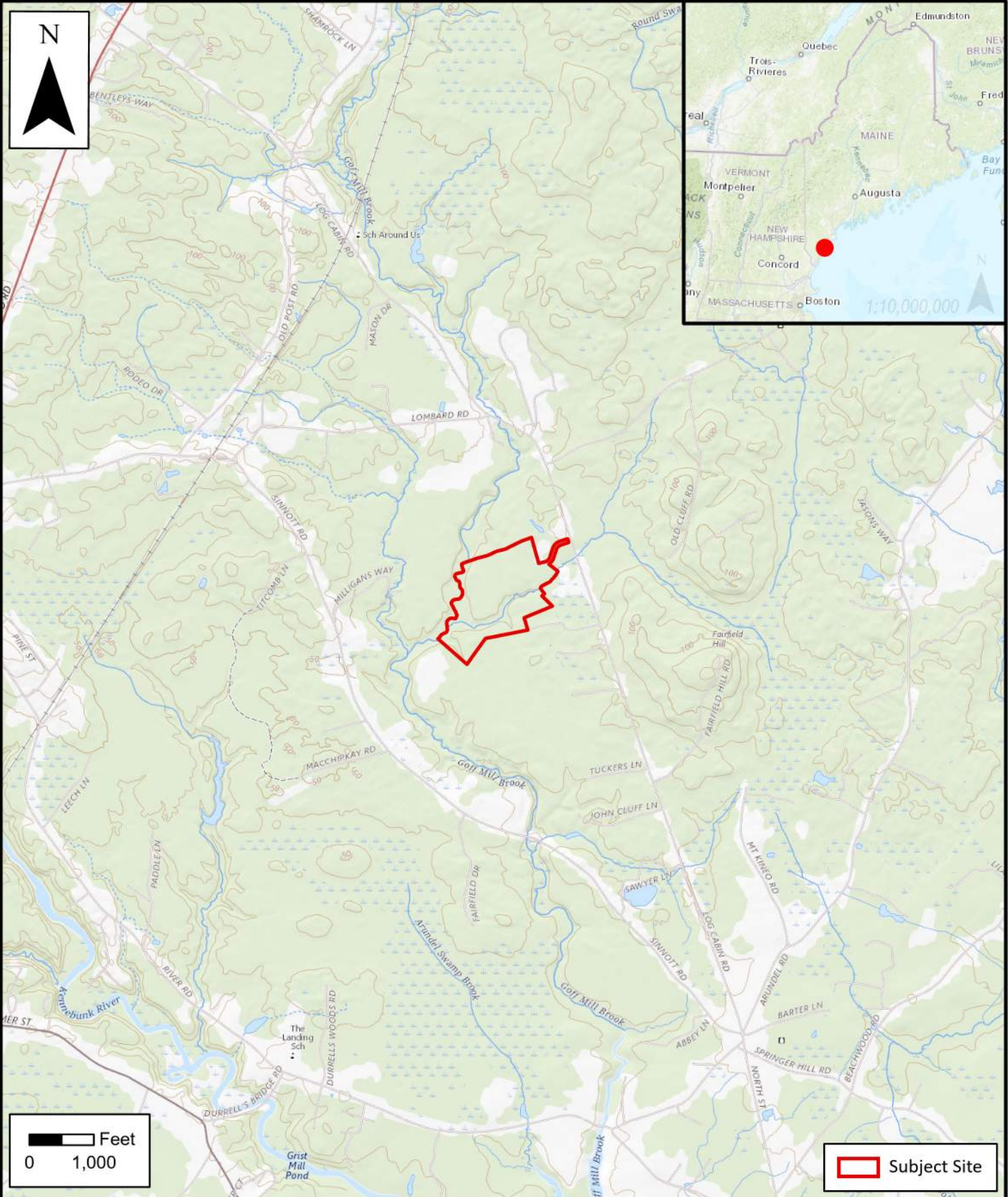
APPLICANT'S AGENT SIGNATURE      DATE

Stephen G. Doe, RLA, LEED-AP

PLEASE TYPE OR PRINT NAME HERE

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**Exhibit 2**  
**Location Map**



**SEBAGO**  
TECHNICS

WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd. - Suite 4A  
South Portland, ME 04106  
Tel. 207-200-2100

**LOCATION MAP**  
**PORTER LAND PRESERVATION, LLC**

LOCATION:  
166 LOG CABIN ROAD  
ARUNDEL, MAINE

INFORMATION:  
PARCEL LINES - MAINE ORGANIZED TOWNS  
USGS QUADRANGLE

SCALE: 1:24,000  
DATE: 5/21/2021

## **Exhibit 3**

**Title, Right, or Interest**

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BK 17068 PGS 101 - 106 07/31/2015 10:11 48 AM  
 INSTR # 2015030988 DEBRA ANDERSON  
 RECEIVED YORK SS REGISTER OF DEEDS

Space above for recording information

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **LAUREN HELLIWELL** of Arundel, County of York and State of Maine, in consideration of One Dollar and other valuable consideration, grants to **PORTER LAND PRESERVATION, LLC**, a Maine limited liability company having a mailing address of 754 Alfred Road, Arundel, Maine 04046, with **warranty covenants**, the following described property:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

IN WITNESS WHEREOF the said LAUREN HELLIWELL has set her hand and seal this 30<sup>th</sup> day of July, 2015.

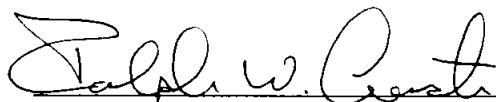
  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 LAUREN HELLIWELL

STATE OF MAINE  
 YORK, ss.

July 30, 2015

Then personally appeared the above named Lauren Helliwell and acknowledged the foregoing instrument to be her free act and deed, before me.

  
 \_\_\_\_\_  
 Ralph W. Austin, Attorney at Law  
 Bar No. 1146

Maine R.E. Transfer Tax Paid

**Exhibit A**

**(Parcel One: 40.53± Acres)**

A certain lot or parcel of land located on the westerly side of Log Cabin Road, in the Town of Arundel, County of York, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a point on the apparent westerly right-of-way line of Log Cabin Road at the southeasterly corner of land now or formerly (N/F) of Margaret E. Vose and Arthur T. Vose as described in Deed Book 7513, Page 299, recorded in the York County Registry of Deeds (YCRD), and as shown on a plan entitled "Standard Boundary Survey Plan Showing Lands of the Estate of Grace L. Wood and Others on the Log Cabin Road and the Mill Road in Arundel, Maine" prepared for the Estate of Grace L. Wood by Wayne A. Desper;

THENCE S 00°15'55" W along the apparent westerly right-of-way line of Log Cabin Road 169.33' to a point;

THENCE S 01°15'10" E along the apparent westerly right-of-way line of Log Cabin Road 115.31' to the TRUE POINT OF BEGINNING;

THENCE S 01°15'10" E along the apparent westerly right-of-way line of Log Cabin Road 60.00' to a point at the northeasterly corner of a 2.12 acre parcel of land known as "Lot 2" N/F of Lauren A. Helliwell, being a portion of the land described in Deed Book 7441, Page 72, YCRD, to be conveyed of even or similar date herewith;

THENCE along the general northwesterly line of said Lot 2 the following four (4) courses:

S 88°18'24" W, 126.50' to a point;

On a curve to the left 113.30' to a point, said curve having a radius of 120.00', a chord bearing of S 61°15'29" W, and a chord distance of 109.14';

S 34°12'35" W, 131.29' to a point;

On a curve to the right 112.90' to a point at the northwesterly corner of said Lot 2, said curve having a radius of 180.00', a chord bearing of S 52°10'40" W, and a chord distance of 111.06';

THENCE S 19°46'02" E along the southwesterly line of said Lot 2, 153.85' to a point in the centerline of a small unnamed brook, being the northwesterly line of land N/F of Gary F. Rittershaus and Diane M. Rittershaus as described in Deed Book 9833, Page 336, YCRD, and the southwesterly corner of said Lot 2:

THENCE is a general southwesterly direction along the centerline of said brook, and the northwesterly line of said Rittershaus, 418', more or less, to a point at the northwesterly corner of said Rittershaus;

THENCE S 18°59'00" E along the southwesterly line of said Rittershaus 5', more or less, to a point, a tie-line to said point from the southwesterly corner of said Lot 2 being S 59°29'45" W, 405.35';

THENCE continuing on the bearing of S 18°59'00" E along the southwesterly line of said Rittershaus 85.00' to a point at the northwesterly corner of land N/F of said Rittershaus as described in Deed Book 2702, Page 243, YCRD;

THENCE S 71°01'00" W along the northwesterly line of said Rittershaus 36.01' to a point at the northwesterly corner of said Rittershaus;

THENCE S 27°59'00" E along the southwesterly line of said Rittershaus 198.00' to a point on the apparent northwesterly right-of-way line of Mill Road, so called, at the southwesterly corner of said Rittershaus;

THENCE along the apparent northwesterly right-of-way line of said Mill Road the following six (6) courses:

S 85°06'35" W, 381.87' to a point;

S 86°26'40" W, 474.40' to a point;

S 76°30'25" W, 206.24' to a point;

S 50°50'55" W, 223.93' to a point;

S 48°52'35" W, 98.22 to a point;

S 52°47'45" W, 250.74' to a point at the easterly corner of land N/F of the Heirs of Wilbur C. Cluff, as described in Deed Book 1904, Page 558;

THENCE along the northeasterly line of said Cluff the following five (5) courses:

N 33°30'30" W, 162.00' to a point;

N 32°16'00" W, 103.81' to a point;

N 35°09'00" W, 110.24' to a point;

N 35°17'35" W, 117.60' to a point called "Point A" for the purposes of a tie-line described below;

N 35°17'35" W, 31', more or less, to a point in the centerline of Goff Mill Brook, being the southeasterly line of land N/F of Heide Schoenbrod and Petra Schoenbrod as described in Deed Book 16537, Page 626, YCRD;

THENCE in a general northeasterly direction along the centerline of said Goff Mill Brook, the southeasterly line of said Schoenbrod, and the southeasterly line of land N/F of Stephen A. Wood and Sharon V. Wood as described in Deed Book 7513, Page 293 1,840', more or less, to a point on the southeasterly line of said Wood;

THENCE along the southerly line of said Wood the following seven (7) courses:

N 87°42'50" E, 26', more or less, to a point, a tie-line to said point from "Point A" described above being N 37°26'29" E, a distance of 1,373.98';

Continuing on the bearing of N 87°42'50" E, 88.97' to a point;

S 88°05'20" E, 154.06' to a point;

N 81°00'00" E, 152.75' to a point;

S 85°26'55" E, 125.15' to a point;

N 81°15'20" E, 200.20' to a point;

N 86°09'50" E, 149.41, to a point at the apparent southwesterly corner of land N/F of Margaret E. Vose and Arthur T. Vose as described in Deed Book 7633, Page 277, YCRD;

THENCE continuing on the bearing of N 86°09'50" E along the southerly line of said Vose 50.13' to the southwesterly corner of land N/F of said Vose as described in Deed Book 7513, Page 299, YCRD;

THENCE continuing on the bearing of N 86°09'50" E along the southerly line of said Vose 84.00' to the northwesterly corner of a 4.05 acre parcel of land known as "Lot 1" N/F of Lauren A. Helliwell, being a portion of the land described in Deed Book 7441, Page 72, YCRD, to be conveyed of even or similar date herewith;

THENCE S 00°19'20" W along the westerly line of said Lot 1, 426.66' to a point at the southwesterly corner of said Lot 1;

THENCE along the general southeasterly line of said Lot 1 the following five (5) courses:

S 89°40'40" E, 94.85' to a point;

On a curve to the left 117.52' to a point, said curve having a radius of 120.00', a chord bearing of N 62°15'58" E, and a chord distance of 112.88';

N 34°12'35" E, 131.29' to a point;

On a curve to the right 169.95' to a point, said curve having a radius of 180.00', a chord bearing of N 61°15'29" E, and a chord distance of 163.71';

N 88°18'24" E, 126.97 to the TRUE POINT OF BEGINNING.

The parcel described above contains 40.53 acres, more or less.

Basis for the bearings used in the above description is magnetic north of 1995 as used on the plan referenced above.

Meaning and intending to convey a portion of the land described in a deed from the Estate of Grace L. Wood to Lauren A. Helliwell, dated June 9, 1995 and recorded in Deed Book 7441, Page 72, YCRD.

**(Parcel Two: 1.6± Acres)**

A certain lot or parcel of land located on the westerly side of, but not adjacent to, Log Cabin Road, and the southerly side of Mill Road, in the Town of Arundel, County of York, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a point on the apparent southerly right-of-way line of Mill Road, so called, at the northwesterly corner of land now or formerly (N/F) of Barry J. Pitchfork and Judith F. Pitchfork as described in Deed Book 3342, Page 118; Deed Book 14303,

Page 583; and Deed Book 15461, Page 499, recorded in the York County Registry of Deeds (YCRD), as shown on a plan entitled "Standard Boundary Survey Plan Showing Lands of the Estate of Grace L. Wood and Others on the Log Cabin Road and the Mill Road in Arundel, Maine" prepared for the Estate of Grace L. Wood by Wayne A. Desper;

THENCE N 76°30'25" E along the apparent southerly right-of-way line of said Mill Road 193.26' to a point;

THENCE N 86°26'40" E along the apparent southerly right-of-way line of said Mill Road 471.29' to a point at northwesterly corner of land N/F of Gary F. Rittershaus and Diane M. Rittershaus as described in Deed Book 2702, Page 243, YCRD;

THENCE S 05°02'45" W along the westerly line of said Rittershaus 194.95' to a point of the northerly line of said Pitchfork;

THENCE N 79°24'35" W along the northerly line of said Pitchfork 652.28' to the POINT OF BEGINNING;

The parcel described above contains 1.63 acres, more or less.

Basis for the bearings used in the above description is magnetic north of 1995 as used on the plan referenced above.

Meaning and intending to convey the last parcel of land described in a deed from the Estate of Grace L. Wood to Lauren A. Helliwell, dated June 9, 1995 and recorded in Deed Book 7441, Page 72, YCRD, and a portion of the land described in a Quit Claim deed from Barry J. Pitchfork and Judith F. Pitchfork to Lauren Helliwell Gurecki (f/k/a Lauren Helliwell) recorded in Deed Book 14303, Page 581. See the above referenced plan for lot configuration.

WOODMAN EDMANDS DANYLIK AUSTIN  
SMITH & JACQUES, P.A.  
P.O. BOX 468  
BIDDEFORD, ME 04005-0468  
(207) 284-4581  
le pcp →  
RWA

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**Exhibit 4**  
**Cost Estimate**

**Estimate generated from Preliminary Plan Set**

- Notes:**
1. The opinion of probable costs is based upon historic unit pricing, this opinion of probable cost is in no way, implied or expressed otherwise, as a warranty that the project can be constructed for the presented costs.
  2. This opinion of probable cost excludes design and permitting fees, land acquisition costs, legal costs testing services and/or construction phase services.
  3. This opinion of probable cost is based on no geotechnical data for the site. This opinion of probable cost does not reflect the actual earthwork associated with construction of the project and only quantifies earthwork items as part of the opinion of probable cost.
  4. This opinion of probable cost does not include any costs associated with testing and/or mitigating for environmental and/or hazardous elements associated with the proposed development site or the existing structures contained thereon.
  5. This opinion of probable cost excludes any and all costs associated with mobilizing to the site and/or contractor amenities for the site.

<i>Item Description</i>	<i>U/M</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>SITE PREPARATION</b>				
Remove Existing Gravel	SY	565	\$ 3.00	\$ 1,695.00
Clearing & Stump Removal (Roadway)	AC	1	\$ 4,500.00	\$ 5,625.00
Clearing & Stump Removal (Lots)	AC	3	\$ 4,500.00	\$ 12,150.00
Strip Topsoil/Grub (Roadway)	CY	9,450	\$ 4.00	\$ 37,800.00
Strip Topsoil/Grub (Lots)	CY	15,600	\$ 4.00	\$ 62,400.00
				<b>\$ 119,670.00</b>
<b>EROSION CONTROL</b>				
Erosion & Sedimentation Control	ALLOW	1	\$ 20,000.00	\$ 20,000.00
				<b>\$ 20,000.00</b>
<b>ELECTRICAL SERVICE</b>				
Primary Underground Service	LF	1,665	\$ 25.00	\$ 41,625.00
Secondary Underground Service	LF	805	\$ 25.00	\$ 20,125.00
Transformers	ALLOW	5	\$ 5,500.00	\$ 27,500.00
Transformer Pads	EACH	5	\$ 1,500.00	\$ 7,500.00
				<b>\$ 96,750.00</b>
<b>STORM DRAINAGE</b>				
Stormwater Treatment BMP's	EACH	3	\$ 25,000.00	\$ 75,000.00
15" Cross Culverts	LF	230	\$ 80.00	\$ 18,400.00
36" Cross Culverts	LF	175	\$ 160.00	\$ 28,000.00
				<b>\$ 121,400.00</b>
<b>LIGHTING</b>				
New Site Lighting Poles	EA	1	\$ 3,500.00	\$ 3,500.00
				<b>\$ 3,500.00</b>
<b>LANDSCAPING</b>				
Loam & Seed (Roadway)	SY	3,675	\$ 6.00	\$ 22,050.00
Loam & Seed (Lots)	SY	9,350	\$ 6.00	\$ 56,100.00
Landscaping	ALLOW	1	15,000.00	\$ 15,000.00
				<b>\$ 93,150.00</b>
<b>ROADWAY/ PARKING</b>				
Pavement	SY	3,870	\$ 45.00	\$ 174,150.00
Type A Gravel	CY	325	\$ 35.00	\$ 11,375.00
Type D Gravel	CY	1,950	\$ 30.00	\$ 58,500.00
Slip Form Concrete Curb	LF	1,450	\$ 15.00	\$ 21,750.00
Striping/Signage Allowance	LS	1	\$ 2,500.00	\$ 2,500.00
				<b>\$ 268,275.00</b>
<b>SUB TOTAL</b>				<b>\$ 722,745.00</b>
<b>10% CONTINGENCY</b>				<b>\$ 72,274.50</b>
<b>ESTIMATED PROJECT COST</b>				<b>\$ 795,019.50</b>

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**Exhibit 5**  
**HOA Docs and Deed Restrictions**

**GOFF BROOK FARM SUBDIVISION  
ARUNDEL, MAINE**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by Porter Land Preservation, LLC, with a place of business in Arundel, in the County of York and State of Maine (hereinafter called "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property situated on the westerly side of Log Cabin Road, in the Town of Arundel, in the County of York and State of Maine, and desires to create a residential community thereon, pursuant to subdivision approval for such property, such approval being evidenced on "Subdivision Plan of Goff Brook Farm, Log Cabin Road, Arundel, Maine" (hereinafter "Plan") by Sebago Technics dated \_\_\_\_\_ and recorded in the York County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, Declarant desires to insure the preservation of values and amenities in the community and, to this end, desires to subject the real property described in ARTICLE I to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which will be delegated and assigned the powers of maintaining and administering the common areas and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the State of Maine, as a nonprofit corporation, GOFF BROOK FARM SUBDIVISION OWNERS ASSOCIATION for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant declares that the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth in conveyances of lots.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Arundel, in the County of York and State of Maine, and is all of the land area shown on a plan entitled "Subdivision Plan of Goff Brook Farm, Log Cabin Road, Arundel, Maine" by Sebago Technics, dated \_\_\_\_\_ and recorded in the York County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, hereinafter referred to as "the Plan," to which reference is made for a complete description thereof, all of which real property shall hereinafter be referred to as the "Property," specifically including all of the numbered lots, roads, easements, rights of way, and such other lands or areas which may be designated by Declarant. All conditions, restrictions and limitations shown on said Plan, whether or not specifically referred to herein, are incorporated by reference into this Declaration and made a part hereof.

**ARTICLE II**  
**DEFINITIONS**

**Section 1:** "Association" shall refer to Goff Brook Farm Subdivision Owners Association, its successors and assigns.

**Section 2:** "Owner (s)" shall refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot as depicted on the Plan.

**Section 3:** "Member" shall mean and refer to Lot owners as provided in Article V.

**Section 4:** "Lot (s)" shall refer to those residential lots as depicted on said Plan including two lots abutting Log Cabin Road identified on the Plan as "N/F Logan T. Douston" (Map 31, Lot 21C) and "N/F Douston Construction, Inc." (Map 38, Lot 21 D).

**Section 5:** "Common Area" shall mean all real property owned by Declarant, or the Association after transfer, with improvements thereon, or real property in which Declarant or the Association has easement rights and which are intended for the common use and/or benefit of the Owners as depicted on said Plan, including areas shown on the Plan as "Open Space" and the subdivision road known as "[name of subdivision road]".

**ARTICLE III**  
**OWNERSHIP, MAINTENANCE AND USE OF COMMON AREAS**

**Section 1:** Every Lot Owner shall have equal rights with respect to the common areas which shall pass with the title to every lot, subject to the right of the Association to charge reasonable fees for the maintenance and upkeep of any portion of the common area. All common areas shall be managed by the Association, which shall establish rules and regulations for the use thereof in accordance with the provisions of this Declaration.

**Section 2:** The common areas on the Plan denoted as “Open Space” shall remain in their natural state, including existing vegetation and wetlands. The Board of Directors of the Association may allow the removal of dead, dying or diseased trees. Those areas of the “Open Space” that are fields shall be mowed a minimum of once each year. The purpose of these regulations is to preserve the habitat of the “Open Space” as much as possible.

**Section 3 :** Any Owner may delegate, in accordance with the Association’s Bylaws, his/her right of enjoyment to the common area and facilities to members of his/her family, his/her tenants and his/her invitees for limited periods of time.

**Section 4:** Unless earlier conveyed, the common areas shall be conveyed by Declarant to the Association within thirty (30) days after the sale of the last lot.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1:** The Owner of each lot hereby covenants, and by acceptance of a deed thereof, agrees to pay to the Association an annual assessment or charge. The assessment, together with interest, costs, and reasonable attorney’s fees incurred for collection of the same shall be a continuing lien on the Owner’s lot. The assessments levied by the association shall be used exclusively to maintain and/or improve the common areas including but not limited to maintenance and repair of the subdivision road, snow plowing and removal, mowing of the right of way and open space area, and cost of insurance.

**Section 2:** Both annual and special assessments shall be fixed at a uniform rate for all lots, with the exception of fees incurred pursuant to Article VI, Section 12D & 13 herein, which shall be designated the sole and exclusive obligation of such Owner in breach of these Covenants and Restrictions.

**Section 3:** The Directors shall fix the amount of the annual assessment and any special assessments in accordance with the procedure set forth in the Bylaws of the Association. Collection of the annual assessment shall commence when the base pavement on the subdivision road is complete. Declarant anticipates the initial assessment to be \$125.00 per month, subject to annual review by the Association’s Board of Directors pursuant to the Bylaws. The Board of Directors shall endeavor not to increase the annual assessments by more than ten percent (10%) annually to the extent reasonably possible.

**Section 4:** The Directors shall upon demand furnish a certificate in recordable form setting forth whether the assessments on a specified lot have been paid. Such a certificate may be signed by the President, Treasurer or other designated officer.

**Section 5:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including maintenance of the drainage easements to assure adequate runoff from the rights-of-way. Special assessments shall be determined by the Directors of the Association on an “as needed basis.”

**Section 6:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the Directors, but in any event not less than ten percent (10%) per annum. The Directors, on behalf of the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in the manner as a mortgage on real estate or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, penalties and cost of collection may be maintained against the lot owner personally without foreclosing or waiving the lien securing such assessment.

#### **ARTICLE V**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1:** The Association shall have one (1) class of voting Membership. The total number of votes shall equal the number of Lots in the subdivision as depicted on the Plan. If any Lot is owned by more than one person or entity, the voting rights of such owners shall be exercised jointly on behalf of the single Lot.

**Section 2:** The Members of the Association shall have no redemptive rights, as such Members, to acquire any Memberships of this Association that may, at any time, be issued by the Association, except as may be specifically provided in this Article.

**Section 3:** The Association shall elect a minimum of three (3) Directors to manage Association business. The Directors shall be chosen, and shall serve terms, as designated and set forth in the Bylaws of the Association. Directors shall elect corporate officers, which shall consist of a President, a Vice President, and a Treasurer.

**Section 4:** Meetings shall be called and conducted, and notices thereof sent, as provided and set forth in the Bylaws.

**Section 5:** Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have the sole and exclusive right to appoint officers and directors to the Board until sixty (60) days after the sale of last lot in the subdivision or until Declarant voluntarily transfers control of the Association to the Members, whichever occurs first. During the period of control as set forth herein,

Members of the Association, otherwise qualified hereunder, shall have non-voting membership, unless the provisions of this sentence are expressly waived relative to a particular issue by a writing signed by the Declarant.

## **ARTICLE VI** **PROTECTIVE COVENANTS**

**Section 1:** Declarant hereby declares that the following protective covenants shall apply to all lots in Goff Brook Farm Subdivision for the benefit of all Owners. These covenants shall become effective immediately and shall run with the land described in any deed of conveyance, and be binding upon all persons claiming under the Declarant, as developer or otherwise, until termination by operation of law, or as hereinafter provided. The covenants and restrictions set forth herein shall be referenced in any future deeds of lots in Goff Brook Farm Subdivision.

**Section 2:** Each lot shall be used for residential purposes. No lot may be subdivided. No buildings or additions shall be erected, placed or allowed to stand on any lot in the subdivision unless and until the plans, specifications and locations thereof have been approved in writing by a duly authorized agent of Declarant, its successors or assigns, or the Association after assumption of control by the Association. All buildings and other structures, including fences, must be placed within the building envelope as shown on the Plan.

**Section 3:** No residence or any portion of a residence in the Association may be rented or leased for a period less than two (2) weeks.

**Section 4:** No unregistered automobiles, trucks, motorcycles, motor homes or travel trailers, snowmobiles or boats or other similar motorized vehicles shall be stored on the premises for more than six (6) months without approval of the Board of Directors of the Association.

**Section 5:** Once construction of a building is commenced, work thereon must be prosecuted diligently and must be completed within a reasonable time, and in any event, within one (1) year from commencement of said work, provided, however, that additional time shall be allowed for exigent circumstances, including labor shortages, material shortages or delays and pandemics. "Completion" shall include grading, loaming and seeding.

**Section 6:** The erection or use of any satellite dish over twenty-four inches (24") in diameter within the limits of said subdivision must be approved, in writing, by the Board of Directors of the Association.

**Section 7:** Any use of the property must be in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. Nothing contained in this article,

or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as “model homes,” a sales office, or the like.

**Section 8:** No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such structures shall be removed immediately upon completion of any building operation. Storage and garden sheds shall be allowed, within the building envelope for each lot as shown on the Plan.

**Section 9:** Any fence constructed upon the property shall be approved by the Declarant or the Association (if after the Declarant transfers control to the Association) prior to installation.

**Section 10:** The discharge of firearms of any kind or type, for any purpose, is prohibited anywhere within the Subdivision.

**Section 11:** The Association shall have control over the common areas and its Directors shall enforce the aforementioned and following covenants, which shall be deemed to run with the land:

A. The Association shall, until transfer to a public authority or agency, arrange and provided for the proper maintenance of [name of subdivision road].

B. The Association shall prohibit any use of the property designated “Drainage Easement” on the plan for any purpose other than as a natural drainage swale, and shall arrange and provide for maintenance of said easements so that they continue to perform the function for which they are intended, but none other, including periodic cleaning, if necessary. Nothing contained herein shall allow the Association to enter upon said easement area for the purpose of cutting or removing any natural vegetation unless absolutely essential to the proper operation of said easement.

C. The Declarant, and Association, after transfer of the common areas, shall retain the sole right and power to grant any and all necessary easements over common areas to public utility authorities to carry out its obligations hereunder, either for installation or repair of same.

D. In addition to any other remedies provided for the Association herein, upon the apparent breach of Protective Covenants by any Lot Owner (s), the Directors on behalf of the Association, shall notify said Owner(s) by certified mail of such breach, and include a reasonable description of the actions necessary to correct or cure such breach. If said Owner (s) does not take corrective action within seven (7) days from receipt of said notice, or object to the proposed action to be taken within said time period, the Directors shall, without further notice, be entitled to take such action as set forth in the Notice and

to surcharge as a special assessment to said Owner (s) solely for all necessary and incidental expenses, including attorney's fees incurred in taking such corrective action. For this purpose, the Association or any agent thereof shall and by these presents, does have the right to enter upon land of any such breaching Owner to clean all drainage easements of all debris, to clean and maintain the culverts required by said Covenant, or to remove drainage water in accordance with the Plan, and to ensure compliance with any other applicable covenant, restriction or condition.

**Section 12:** Enforcement shall be by the Association as Plaintiff in a proper case, or by any Owner by proceeding at law or in equity against any persons violating, or attempting to violate any covenants, restrictions or conditions, either to restrain violation or to recover damages, or both, in the sole discretion of the party so proceeding. Any party successfully enforcing any of these covenants shall be entitled to recover against the party violating such covenant (s), as a monetary award, for the reasonable attorney's fees and costs incurred in such enforcement proceedings.

**Section 13.** The Association shall carry general liability insurance intended to protect against damage to the common areas and defend the Association against third-party claims related to the Association and its common areas.

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## **ARTICLE VII RESERVATION OF RIGHTS AND EASEMENTS**

Declarant reserves the following rights and easements:

**Section 1:** The right to install, maintain, repair and replace under, over and upon the common property and areas designated as easements or rights of way on the plan, and any ways on which said land abuts, or shall abut, such electric light, power, telephone and telegraph cables and wires, water, sewer and drainage pipes, mains and conduits, catch basins, surface drains and culverts, and such other facilities, installations, appurtenances and things as Declarant may deem necessary or convenient in connection with the provision of adequate drainage, sewerage disposal, water, electricity, telephone communications and other utilities to any portion of the property, and for the benefit of any other land owned by Declarant, its successors and assigns, including, but not limited to adjoining property, now owned or hereafter acquired by Declarant, which Declarant may choose to develop in the future; all of which rights and easements, Declarant, its successors and assigns, may assign to telephone, telegraph, power, water and other public and private utility companies and corporations as Declarant may determine;

**Section 2:** The right to add to or designate additional lands or areas as common areas as herein defined, or to dedicate and subject additional lands to the terms and conditions of this Declaration.

**Section 3:** An easement and right of way over all ways and other common spaces shown on the plan for ingress and egress by Declarant to adjoining property now owned or hereafter acquired by Declarant, its successors and assigns for all purposes related to development of such adjoining property and for permanent egress and ingress to such adjoining property by future owners of homes therein.

**Section 4:** The right to enter upon the land or any sold or unsold lot for the purpose of selectively cutting trees and clearing trees and brush to improve the physical appearance of the land.

**Section 5:** The right to waive or modify certain of the conditions, covenants and restrictions set forth in Article VI with respect to any additional lands dedicated and subject to the terms and conditions of this Declaration.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

**Section 1:** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

**Section 2:** The Covenants and Restrictions of this Declaration, which shall be recorded at the York County Registry of Deeds, shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of said Owners. Any amendments hereto must be recorded at the York County Registry of Deeds.

WITNESS: PORTER LAND PRESERVATION, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Shawn Douston, Its Member  
Duly Authorized

STATE OF MAINE  
YORK, ss

\_\_\_\_\_, 2022

Personally appeared Shawn Douston, Authorized Member of Porter Land Preservation, LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

**BYLAWS OF**  
**GOFF BROOK SUBDIVISION OWNERS ASSOCIATION**

ARTICLE I

Name, Location, and Fiscal Year

Section 1. Name. The name of the corporation is Goff Brook Subdivision Owners Association (the "Corporation").

Section 2. Location. The principal office of the Corporation shall be located at Arundel, Maine.

Section 3. Fiscal Year. The fiscal year of the Corporation shall, unless otherwise decided by the Board of Directors, end December 31.

ARTICLE II

Purposes

Section 1. Purposes. The purposes of said Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain common property located in the Goff Brook Subdivision of Log Cabin Road in Arundel, Maine (the "Property") as shown on Plan entitled "Subdivision Plan of Goff Brook Farm, Log Cabin Road, Arundel, Maine" (hereinafter "Plan") by Sebago Technics dated \_\_\_\_\_ and recorded in the York County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_; and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

ARTICLE III

Members

Section 1. Membership. The owner or owners of record from time to time of each lot at the Property, shall constitute one member of the Corporation, and each such member shall

have equal common expense liabilities and voting rights in the corporation.

Section 2. Termination of Membership. The membership of each lot owner shall terminate when he/she ceases to be a lot owner, and upon the sale, transfer or other disposition of his/her ownership interest in the property, his/her membership in the corporation shall automatically be transferred to the new lot owner succeeding to such ownership interest.

Section 3. Meetings and Notice. Meetings of members shall be held at the Property in Arundel, Maine. The annual meeting of the members shall be held during the first six calendar months of each year. In the event that such annual meeting is omitted by oversight, or otherwise, on the date herein provided for, a substitute annual meeting may be held in place thereof, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such substitute annual meeting shall be called in the same manner as prescribed for special members' meetings. Special meetings of the members may be called by the President, the Board of Directors or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda.

Section 4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast a majority of the votes for election of the executive board, attending in person or represented by proxy.

Section 5. Declarant Control Period. The Declarant reserves the right, until the end of the Declarant Control Period, to appoint and remove officers and directors of the corporation. The date of termination of the Declarant Control Period shall be the earlier of the date on which the Declarant relinquishes all rights to appoint officers and directors or one year after

the sale of the last lot by Declarant. The Declarant may voluntarily surrender the right to appoint officers and directors, in which event he may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Declarant shall give written notice to all members and all eligible holders of mortgages not less than ten (10) days nor more than thirty (30) days prior to the termination of the Declarant Control Period and shall call for a Special Meeting of members on that date to elect a Board of Directors.

#### ARTICLE IV

##### The Board of Directors

Section 1. Composition. The Board of Directors shall consist of at least three (3) members and no more than five (5) members.

Section 2. Election and Term. The directors, except as provided in Article III, Section 5 and in Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses of members or in the case of a lot owner which is a corporation, partnership, trust or estate, a designated agent thereof. At the first annual meeting of members, the term of office of one (1) director shall be fixed at three (3) years; the term of office of one (1) director shall be fixed at two (2) years; and the term of office of the remaining director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, his/her successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected. If the number of directors shall be increased, the terms of such additional directors shall be fixed so that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

Section 3. Powers. The business of the corporation shall be managed by the Board of Directors which shall have and may exercise all the powers of the corporation, except those powers reserved to the members by these Bylaws. The Board shall have the power to engage

a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent. Notwithstanding the foregoing, the Board shall have no authority to approve any capital expenditure in excess of \$2,500 nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval by a majority of the members. Capital Expenditures greater than \$10,000 shall require approval by three-fourths of the members.

Section 4. Meetings of Directors. Meetings of the Board of Directors may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

Section 5. Quorum and Voting. A majority of the directors then in office shall constitute a quorum. A majority of less than a quorum may, from time to time postpone to a new time or place any meeting and the adjourned meeting may be held without further notice. If a quorum exists, a majority of the directors present may take any action, except the removal of a director for cause which shall require a majority vote of all directors then in office.

Section 6. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the directors. The Secretary shall file such written consent with the records of

the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

Section 7. Vacancies. A vacancy in the Board of Directors shall be filled by the members by the election of a successor to hold office for the unexpired term of the director whose place is vacant and until his/her successor is elected.

Section 8. Removal. A director may be removed from office by a vote of seventy-five (75) percent of the members present and entitled to vote in the election of directors. A director may be removed for cause by a majority vote of all directors then in office.

Section 9. Compensation. Directors shall not receive compensation for their services except as provided by resolution of a majority of the members of the corporation. Directors shall be reimbursed for any out of pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the corporation.

Section 10. Delegation To Managing Agent. The Board of Directors may delegate to a managing agent all of the powers of the Board, except the responsibility of preparing the annual budget and any supplemental budgets and any powers requiring approval of any specified percentage of members.

## ARTICLE V

### Officers

Section 1. Designation and Qualification. The officers of the corporation shall consist of a President, a Vice President, a Treasurer, Secretary, a Clerk/Registered Agent and such other officers as the Board of Directors may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a lot owner which is a corporation, partnership, trust or estate, a designated agent thereof. The Secretary and Clerk/Registered Agent need not be a member, but the Clerk/Registered Agent shall be a resident of Maine.

Section 2. Election and Term. All officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members and shall hold office until the

first meeting of the Board of Directors following the next annual meeting of members and until their successors are elected.

Section 3. President. The President shall be a Director and shall be the chief executive officer of the corporation. The President shall have general supervision and control of the business of the corporation subject to the direction of the Board of Directors and shall also have such other powers and duties as the Board of Directors may decide. The President shall preside at all meetings of the members and at all meetings of the Board of Directors. If the President is absent from any meeting of the members or Board of Directors, the Treasurer shall preside at such meeting.

Section 4. Treasurer. The Treasurer shall have, subject to the direction of the members or Board of Directors, general charge of the financial affairs of the corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a lot. He shall render to the President and directors, at the regular meetings of the Board of Directors, or whenever they may require it, a statement of the accounts of his/her transactions as Treasurer and of the financial condition of the corporation.

Section 5. Secretary. The Secretary shall record the proceedings of all meetings of the members and of the Board of Directors in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a lot. The Secretary shall also keep the membership transfer books of the corporation. He shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Board of Directors, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

Section 6. Vacancies. A vacancy in any office may be filled by the Board of Directors by the election of a successor to hold office for the unexpired term of the officer

whose place is vacant and until his/her successor is chosen and qualified.

Section 7. Removal. All officers may be removed from their respective offices by the Board of Directors.

Section 8. Resignation. Any officer may at any time resign his/her office by a resignation in writing delivered to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the corporation. The officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the corporation.

## ARTICLE VI

### Assessments

Section 1. Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. If established, the reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus

or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit to such assessment any surplus from the preceding year or repay to said reserve fund any deficit from the preceding year.

Section 2. Payment. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished to each member by January 15<sup>th</sup> of each year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting a majority of all lot owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors. Each member shall pay his/her proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Board of Directors. Such proportionate share for each member shall be one-eighth (1/8) of the total common expenses. No member shall be relieved of his/her obligation to pay his/her assessments for common expenses by abandoning or not using his/her lot or the common areas and facilities.

Section 3. Statements. Within thirty (30) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

Section 4. Separate Accounts. The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his/her account from time to time.

Section 5. Additional Assessments. In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the

estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for adoption, which shall require an affirmative vote of seventy-five percent (75%) of the members. Upon adoption of the supplemental budget, a supplemental assessment shall be made to each member for his/her proportionate share of such supplemental budget.

Section 6. Common Expenses. It shall be the duty of every member to pay his/her proportionate share of the common expenses. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a lien on such lot. The corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Budget Expenses. The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the corporation for work and expenses provided in the budget and to make payment therefor from the funds of the corporation.

Section 8. Expenses Assessed Subsequent to Conveyance of a Lot. A member may not exempt himself/herself from liability for his/her shares of common expenses subsequently to be assessed by a conveyance of his/her lot to the corporation, except by approval of all of the other members and their first mortgagees.

Section 9. Availability of Documents. The Corporation is required to make available to lot owners and the holders of the first mortgage on any lot current copies of the Bylaws and any other rules and regulations governing the Property and other books, records and financial statements of the Association. In addition thereto, the Association shall also make available

to prospective purchasers current copies of the Bylaws, other rules governing the Property, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

## ARTICLE VII

### Amendments

Section 1. Amendment of By-Laws. These Bylaws may be amended or modified from time to time by action or approval of two-thirds of the members.

DRAFT

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Notary Public/Attorney at Law

DRAFT

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**Exhibit 6**  
**Other Agency Approvals**



REPLY TO ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMITS (GPs)
AUTHORIZATION LETTER AND SCREENING SUMMARY

SHAWN DOUSTON
PORTER LAND PRESERVATION, LLC
754 ALFRED ROAD
ARUNDEL, MAINE 04046

CORPS PERMIT # NAE-2022-00931
CORPS GP# 8&22
STATE ID# NRPA

DESCRIPTION OF WORK:

Place permanent fill in approximately 14,558 SF of freshwater wetland off 166 Log Cabin Road at Arundel, Maine in order to construct associated infrastructure for a 14-lot residential subdivision to be known as "Goff Brook Farm Subdivision". Three wetland crossings associated with Goff Brook Road will utilize 3-ft. dia. culverts embedded 12 inches. This work is shown on the attached plans entitled "LOCATION MAP" in one sheet dated "5/21/2021", "WETLAND IMPACTS" in four sheets dated "12-28-21", and "GOFF BROOK FARM" in 12 sheets dated "02-03-2022".

See GENERAL CONDITIONS attached.

LAT/LONG COORDINATES: 43.401778° N -70.489877° W USGS QUAD: BIDDEFORD, MAINE

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permits (GPs) which can be found at: https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the GPs, including the GPs conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GPs requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 45 of the GPs (page 19) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GPs on October 14, 2025. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 14, 2026.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [ X ], ISSUED [ ], DENIED [ ] DATE

APPLICATION TYPE: PBR: TIER 1: X, TIER 2: TIER 3: LURC: DMR LEASE: NA:

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: non-screen LEVEL OF REVIEW: SELF-VERIFICATION: X PRE-CONSTRUCTION NOTIFICATION:

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10, 404 X, 10/404, 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA n/a, USF&WS n/a, NMFS n/a

If you have any questions on this matter, please contact my staff at 978-318-8676 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at: http://corpsmapu.usace.army.mil/cm\_apex?i?p=136:4:0

COLIN M. GREENAN
PROJECT MANAGER
MAINE PROJECT OFFICE

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION
20 Apr 2022



**US Army Corps  
of Engineers®**  
New England District

**PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
MAINE GENERAL PERMITS 8 & 22  
PERMIT NO. NAE-2022-00931**

**GENERAL CONDITIONS**

**23. Soil Erosion, Sediment, and Turbidity Controls.** a. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextile silt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion; of collecting sediment, suspended and floating materials; and of filtering fine sediment. b. Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

**33. Permit(s)/Authorization Letter On-Site.** The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying terms and conditions. The entire permit authorization shall be made a part of any and all contracts and subcontracts for work that affects areas of Corps jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or subcontract. Although the permittee may assign various aspects of the work to different contractors or subcontractors, all contractors and subcontractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization,

**34. Inspections.** The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs.



# Maine Department of Transportation

Janet T. Mills  
Governor

## Driveway/Entrance Permit

Bruce A. Van Note  
Commissioner

Permit Number: 30681 - Entrance ID: 1

	<b>OWNER</b>	
Name:	<b>Porter Land Preservation LLC c/o Shawn Douston</b>	
Address:	<b>754 Alfred Road Arundel, ME 04046</b>	
Telephone:	<b>(207)283-0110</b>	

### LOCATION

Route:	<b>C516N, Log Cabin Road</b>
Municipality:	<b>Arundel</b>
County:	<b>York</b>
Tax Map:	<b>38 Lot Number: 21</b>
Culvert Size:	<b>15 inches</b>
Culvert Type:	<b>plastic</b>
Culvert Length:	<b>40 feet</b>
Date of Permit:	<b>February 14, 2022</b>
Approved Entrance Width:	<b>20 feet</b>

Date Printed: **February 14, 2022**

In accordance with rules promulgated under 23 M.R.S.A., Chapter 13, Subchapter I, Section 704, the Maine Department of Transportation (MaineDOT) approves a permit and grants permission to perform the necessary grading to construct, in accordance with sketch or attached plan, **an Entrance to Subdivision/Development** at a point **1186 feet South** from **Goose Rocks Road**, subject to the Chapter 299 Highway Driveway and Entrance Rules, standard conditions and special conditions (if any) listed below.

### Conditions of Approval:

This Permittee acknowledges and agrees to comply with the Standard Conditions and Approval attached hereto and to any Specific Conditions of Approval shown here.

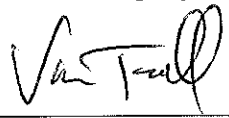
(G = GPS Location; W = Waiver; S = Special Condition)

G - THE ENTRANCE SHALL BE LOCATED AT GPS COORDINATES: 43.402967N, -70.487625W.

S - The culvert shall be HDPE smoothbore plastic pipe. The property owner must contact MaineDOT at (207) 676-9981 prior to culvert and entrance installation to review procedures and arrange an inspection.

S - In the town of Arundel on the westerly side of Log Cabin Road, the centerline being approximately 1186 feet southerly of the centerline of Goose Rocks Road and approximately 98 feet southerly of utility pole 60.1.

S - The entrance shall be constructed in such a way that the pavement line and the shoulder line at the entrance shall conform to the pavement line and the shoulder line that currently exists on this section of highway, and in a way as to prevent surface water from draining onto the highway as well as the premises adjacent to the highway.

Approved by:  Date: 2-14-2022

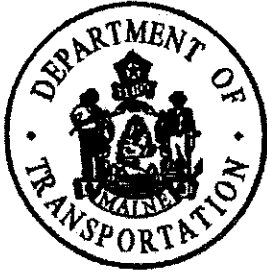
## **STANDARD CONDITIONS AND APPROVAL**

1. Provide, erect and maintain all necessary barricades, lights, warning signs and other devices as directed by MaineDOT to properly safeguard traffic while the construction is in progress.
2. At no time cause the highway to be closed to traffic
3. Where the driveway is located within a curb, curb and gutter, and/or sidewalk section, completely remove the existing curb, curb and gutter, and/or sidewalk as may be required to create the driveway and restore drainage. All driveways abutting sidewalk sections shall meet the requirements set forth in the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12131 et seq.
4. Obtain, have delivered to the site, and install any culverts and/or drainage structures which may be necessary for drainage, the size, type and length as called for in the permit pursuant to 23 M.R.S.A. Sec. 705. All culverts and/or drainage structures shall be new.
5. Start construction of the proposed driveway within twenty-four (24) months of the date of permit issuance and substantially complete construction of the proposed driveway within twelve months of commencement of construction.
6. Comply with all applicable federal, state and municipal regulations and ordinances.
7. Do not alter, without the express written consent of the MaineDOT, any culverts or drainage swales within the MaineDOT right of way.
8. File a copy of the approved driveway permit with the affected municipality or LURC, as appropriate within 5 business days of receiving the MaineDOT approval.
9. Construct and maintain the driveway side slopes to be no steeper than the adjacent roadway side slopes, but in no case to be steeper than 3 horizontal to 1 vertical, unless the side slope is behind existing roadway guardrail, in which case it shall be no steeper than 2 horizontal to 1 vertical.
10. Notify the MaineDOT of a proposed change of use served by the driveway when increase in traffic flow is expected to occur. This does not exempt the need for obtaining a Traffic Movement Permit (TMP) if trip generation meets or exceeds 100 passenger car equivalents (PCE) during the peak hour of the day.
11. Construct or implement and maintain erosion and sedimentation measures sufficient to protect MaineDOT facilities.
12. Driveways shall be designed such that all maneuvering and parking of any vehicles will take place outside the highway right-of-way and where vehicles will exit the premises without backing onto the highway traveled way or shoulders. All driveways will have a turnaround area to accommodate vehicles using the premises.
13. Closing any portion of a highway or roadway including lanes, shoulders, sidewalks, bike lanes, or ATV access routes is not permitted without MaineDOT approval.

## **FURTHER CONDITION OF THE PERMIT**

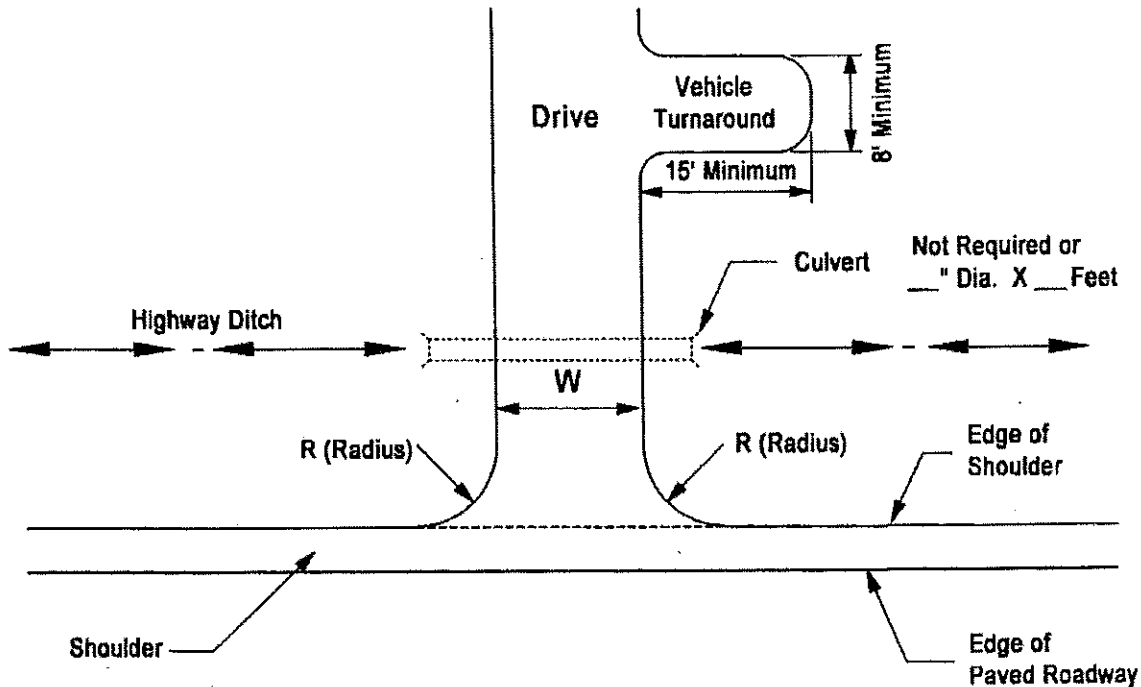
The owner shall assume, the defense of, and pay all damages, fines, and penalties for which he/she shall become liable, and shall indemnify and safe harmless said Department, its representatives, agents and employees from liability, actions against all suits, claims, damages for wrongful death, personal injuries or property damage suffered by any person or association which results from the willful or negligent action or inaction of the owner/applicant (agent) and in proceedings of every kind arising out of the construction and maintenance of said entrance(s), including snow removal.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the MaineDOT, their officers, agents or employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. It is a further condition that the owner will agree to keep the right of way inviolate for public highway purposes and no signs (other than traffic signs and signals), posters, billboards, roadside stands, culvert end walls or private installations shall be permitted within Right of Way limits.



State of Maine  
Department of Transportation  
**Entrance / Driveway Details**

PLAN

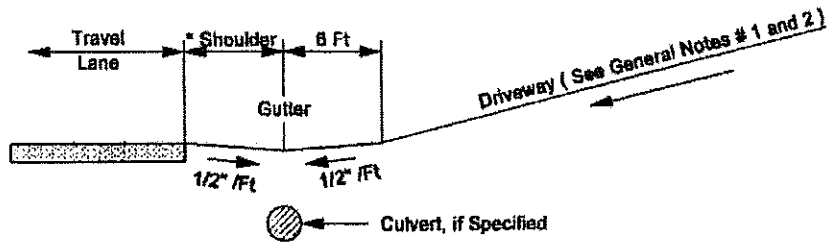


**GENERAL NOTES -**

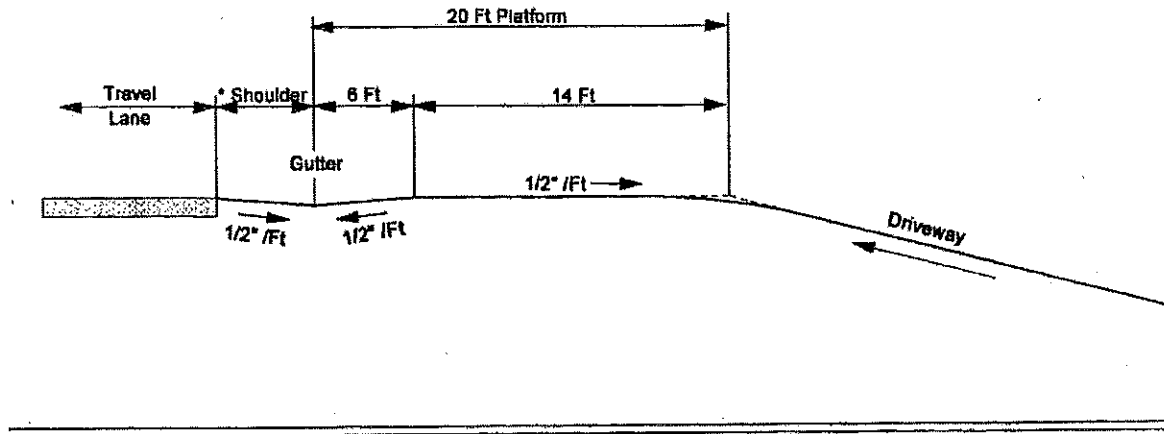
1. ALL RESIDENTAL OR COMMERCIAL DRIVES WITH 10% GRADE OR MORE SLOPING DOWN TOWARDS THE HIGHWAY SHALL BE PAVED TO THE RIGHT OF WAY LINE, AS A MINIMUM, INCLUDING SHOULDER, IF GRAVEL AND HAVE DITCHES TO CONTROL RUNOFF.
2. DRIVES SLOPING TO THE HIGHWAY SHALL BE CROWNED ( 1/2" PER FT. MINIMUM ).
3. TO THE MAXIMUM EXTENT PRACTICAL, THE ENTRANCE MUST BE CONSTRUCTED PERPENDICULAR TO THE HIGHWAY AT THE POINT OF ACCESS. EXCEPT WHERE CURBING EXISTS OR IS PROPOSED, THE MINIMUM RADIUS ON THE EDGES OF THE ENTRANCE MUST BE 10 FEET OR AS OTHERWISE REQUIRED AS SHOWN.
4. ENTRANCES/DRIVEWAYS WILL BE BUILT WITH AN ADEQUATE TURN-AROUND AREA ON SITE TO ALLOW ALL VEHICLES TO MANUEVER AND PARK WITHOUT BACKING ONTO THE HIGHWAY. THIS TURN-AROUND SHALL BE AT LEAST 8 FEET WIDE BY 15 FEET LONG.
5. ENTRANCES/DRIVEWAYS AND OTHER ASSOCIATED SITE WORK WHICH DIRECTS WATER (RUNOFF) TOWARD THE HIGHWAY MUST BE CONSTRUCTED, CROWNED STABILIZED AND MAINTAINED WITH MATERIALS AND APPROPRIATE TEMPORARY/PERMANENT EROSION CONTROL MATERIALS IN ACCORDANCE WITH MDOT BEST MANAGEMENT PRACTICES.
6. THE PROFILE OF THE ENTRANCES MUST COMPLY WITH THE DETAILS SHOWN ON PAGE 2.

# MDOT Entrance / Driveway Details, Continued

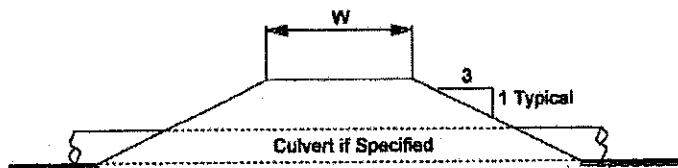
## PROFILE Details



**NOTE :**  
Grade of Existing Shoulder Should Be Maintained To Create A Gutter With a Minimum Of Three Inches Below The Edge Of Traveled Way.  
\* Distance Of The Gutter From The Edge Of Traveled Way Should Be The Same As Existing Shoulder Or A Minimum Of 4 Feet.



## Driveway Cross Section





DEPARTMENT ORDER

IN THE MATTER OF

PORTER LAND PRESERVATION, LLC ) SITE LOCATION OF DEVELOPMENT ACT  
Arundel, York County ) NATURAL RESOURCES PROTECTION ACT  
GOFF BROOK FARM SUBDIVISION ) FRESHWATER WETLAND ALTERATION  
L-29727-L3-A-N (approval) ) WATER QUALITY CERTIFICATION  
L-29727-TC-B-N (approval) ) FINDINGS OF FACT AND ORDER  
\*CORRECTED ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E] and §§ 480-A–480-JJ, Section 401 of the Clean Water Act (33 U. S. C. § 1341), and Chapters 310, 315 and 500 of Department rules, the Department of Environmental Protection (Department) has considered the application of PORTER LAND PRESERVATION, LLC (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct Goff Brook Farm Subdivision, a 14-lot cluster-style residential subdivision on a 44.17-acre property with an access road, site modifications, and stormwater infrastructure. The proposed project will also include an additional lot that will be dedicated to a local conservation trust and protected from development. The proposed project is shown on a set of plans, the first of which is titled “Preliminary Subdivision Plan,” prepared by Sebago Technics, and dated February 3, 2022, with a last revision date of March 28, 2022.

The applicant is also seeking approval under the Natural Resources Protection Act (NRPA) to fill 14,558 square feet of freshwater wetlands for construction of the subdivision access road and cul-de-sac.

B. Current Use of Site: The site of the proposed project is currently undeveloped fields and woodland. The parcel is identified as Lots 21 on Map 38 of the Town of Arundel’s tax maps.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be approximately \$3,720,000.00. The applicant submitted a letter from Biddeford Savings Bank, dated December 28, 2021, stating that it is interested in financing the project. Prior to the start of construction, the applicant must submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Bureau of Land Resources for review and approval.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that prior to the start of construction, the applicant submits final financial capacity information to the BLR for review and approval.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicant also retained the services of Sebago Technics, a professional engineering firm, to assist in the design and engineering of the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The proposed project is a residential development, which is exempt from regulation pursuant to 38 M.R.S. §484(3)(A). Construction will be limited to the hours of 7:00 a.m. to 7:00 p.m. or daylight hours, whichever is longer. Construction noise generated during these hours is exempt from regulation pursuant to 38 M.R.S. §484(3)(A). No other regulated sources of noise have been identified.

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

The project consists solely of residential development and open space. The project parcel is located in a rural area and is bounded by residential development. The layout of the proposed development provides a visual buffer of trees and open space on all sides of the project.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments, dated October 13, 2021, MDIFW stated that it found no records of any Essential Habitats associated with the site.

There is one unnamed stream channel on the site located to the south of the proposed project that drains to Goff Mill Brook that serves as the western most boundary of the

project site. MDIFW requested 100-foot undisturbed vegetated buffers be maintained along all streams on the parcel for the protection of fisheries.\*

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.\*

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

Visual buffers are proposed to separate the subdivision from the existing outparcels that are found closest to Log Cabin Road. Existing vegetation and plantings will be preserved to the maximum extent practicable.

The Department finds that the applicant has made adequate provision for buffer strips.

9. SOILS:

The applicant submitted a Class 'B' Hi-Intensity Soils Survey based on the soils found at the project site. This report was prepared by a certified soils scientist and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Water Quality (BWQ).

The application indicates that blasting for construction is not anticipated, if however, blasting is required, the applicant must exercise all necessary and reasonable requirements for safety and conduct blasting operations consistent with the requirements of 38 MRS §490-Z(14) and all other local and state requirements.

The Department finds that, based on this report, and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 5.7 acres of developed area, of which 2.1 acres is impervious area. It lies within the watershed of Goff Mill Brook. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. ch. 500, effective August 12, 2015). The proposed stormwater management system consists of three underdrained soil filters.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted an inspection and maintenance plan that addresses both short-term (construction) and long-term (post-construction) inspection and maintenance requirements. The inspection and maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by BLR. A Homeowners Association (HOA) will be established that will be responsible for the maintenance of all common facilities including the stormwater management system. The applicant will be responsible for all such maintenance until the HOA is formed and agrees to assume this responsibility. The applicant submitted a draft copy of the Declaration of Condominium and Bylaws for the association that were reviewed by BLR and found to meet Department requirements.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the inspection and maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using

Best Management Practices (BMPs) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards and recommended that the applicant retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans shall be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500 (4)(C) provided the applicant meets the inspection and reporting requirements outlined above.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500(4)(F).

Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500(4)(F) for peak flow from the project site, and channel limits and runoff areas.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. Other than drinking water, as described in Finding 12, the proposed project does not propose any withdrawal from the groundwater. Wastewater will be disposed of via onsite subsurface wastewater disposal systems on each lot as described in Finding 13.

The Department finds, after review of the information discussed in Findings 12 and 13, that the proposed project will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. Therefore, the Department further finds that the proposed project will not have an unreasonable adverse effect on ground water quality or quantity.

12. WATER SUPPLY:

Water for the development will be supplied by individual wells. The applicant submitted an assessment of groundwater supplies that are available on the project site and an analysis of potential impacts to on-site wells resulting from on-site wastewater disposal. These assessments were prepared by a certified geologist and were reviewed by the DEA.

The DEA recommends that the proposed water supply wells should be installed with casing set and grouted a minimum of 20 feet below the solid bedrock surface if bedrock is encountered at a depth of 10 feet or less.

Provided individual wells areas are installed as discussed above, the Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

Individual on-site subsurface wastewater disposal systems will service each lot. The applicant submitted the soil survey map and report discussed in Finding 9 and an analysis of potential impacts to off-site groundwater quality resulting from on-site wastewater disposal prepared by a certified geologist. Each individual system must be designed to meet the requirements of the Maine State Plumbing Code. Each wastewater disposal system design will be submitted to the local licensed plumbing inspector for approval, as the individual lots are developed. This information was reviewed by DEA.

Based on DEA's comments, the Department finds that the proposed wastewater disposal systems will be built on suitable soil types and that Maine's Drinking Water Standard for nitrates will be met at the project's property lines.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 29.4 cubic yards of municipal solid waste per month. All general solid wastes from the proposed project will be transported by licensed hauler, Casella Waste Systems (Pine Tree Waste). After consolidation at the transfer station, waste will be disposed of at a licensed facility such as the Juniper Ridge Landfill in Old Town, Crossroads Landfill in Norridgewock, or the Penobscot Energy Recovery Facility in Orrington, all of which are currently in substantial compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 1,600 cubic yards of stumps and grubblings. The applicant states that timber waste and marketable logs will be transported off site for commercial uses such as lumber, firewood, or pulp; and that brush, stumps and grubblings generated will be ground on site for use as mulch or in erosion control mix, all of which are in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 75 tons of construction debris and demolition debris. All construction and demolition debris generated will be transported by a licensed hauler and brought to Jeffrey Simpson, Inc. in Sanford, with final disposition at Juniper Ridge Landfill in Old Town, which is currently in substantial compliance with the Maine Solid Waste Management Rules.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project is not located within the 100-year flood plain of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to alter 14,558 square feet of freshwater wetlands. The applicant proposes to construct a 1,550-linear-foot long road to access the 14-lot cluster subdivision as shown on the set of plans referenced in Finding 1. The applicant states that impact to wetlands have been avoided and minimized to the extent feasible by designing the overall complex to limit wetland impacts from future housing construction. Additionally, the applicant states that the fill areas will be graded with 2H:1V slopes to minimize the amount of wetland impact caused by the development. Also, the applicant proposes to maintain hydrological connectivity by placing three 36-inch culverts, one at each crossing, and each will be imbedded in the wetland 12-inch deep to promote and simulate the natural condition. According to the Department's Geographic Information System (GIS), there are no mapped essential or significant wildlife habitats associated with the project site.

The Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

17. AIR QUALITY:

The Department finds that no significant source of air emissions has been identified.

18. ODORS:

No significant sources of odors have been identified.

19. ALTERATION OF CLIMATE/WATER VAPOR:

The proposed project does not involve any significant sources of water vapor emissions.

20. ACCESS TO SUNLIGHT:

The proposed project will not cast shadows on any adjacent properties.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that the applicant meets the requirements outlined in Finding 6.
- B. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that final financial evidence is submitted to the BLR for review and approval, as outlined in Finding 2.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that the applicant meets the requirements outlined in Finding 10.
- D. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided that drinking water wells and the subsurface wastewater disposal systems are located, as shown on the set of plans referenced in Finding 1, and installed as described in Findings 12 and 13.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of PORTER LAND PRESERVATION, LLC to construct a residential subdivision as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
5. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.


6. The applicant shall retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans shall be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.
7. Prior to starting construction, the applicant shall submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance determined by Department Rules, Chapter 373(1), to be adequate to the BLR for review and approval.
8. Individual water supply wells shall be installed with casing set and grouted a minimum of 20 feet below the solid bedrock surface if bedrock is encountered at a depth of 10 feet or less.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 27<sup>th</sup> DAY OF SEPTEMBER 2022.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CORRECTING THE ORDER DATED SEPTEMBER 12<sup>th</sup>, 2022. The effective date and expiration date remain the same as in the original.

BY:   
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

SS/L29727ANBN/ATS#89049/89050

<p style="text-align: center;"><b>FILED</b> September 28<sup>th</sup>, 2022 State of Maine Board of Environmental Protection</p>
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**Department of Environmental Protection**  
**SITE LOCATION OF DEVELOPMENT (SITE)**  
**STANDARD CONDITIONS**

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.



## Natural Resources Protection Act (NRPA) Standard Conditions

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THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

## STORMWATER STANDARD CONDITIONS

### STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

**Standard conditions of approval.** Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that “all work is to comply with the conditions of the Stormwater Permit.” Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

- (7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.
- (8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
- (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
  - (b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.
  - (c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.
  - (d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.
  - (e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.
- (9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.
- (10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



# DEP INFORMATION SHEET

## Appealing a Department Licensing Decision

**Dated: August 2021**

**Contact: (207) 314-1458**

### **SUMMARY**

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

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

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

### **I. ADMINISTRATIVE APPEALS TO THE BOARD**

#### **LEGAL REFERENCES**

A person filing an appeal with the Board should review Organization and Powers, [38 M.R.S. §§ 341-D\(4\)](#) and [346](#); the Maine Administrative Procedure Act, 5 M.R.S. § [11001](#); and the DEP's [Rule Concerning the Processing of Applications and Other Administrative Matters \(Chapter 2\)](#), 06-096 C.M.R. ch. 2.

#### **DEADLINE TO SUBMIT AN APPEAL TO THE BOARD**

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30<sup>th</sup> calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30<sup>th</sup> calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

#### **HOW TO SUBMIT AN APPEAL TO THE BOARD**

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection  
c/o Board Clerk  
17 State House Station  
Augusta, ME 04333-0017  
[ruth.a.burke@maine.gov](mailto:ruth.a.burke@maine.gov)

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

### **REQUIRED APPEAL CONTENTS**

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in [Chapter 2 § 24](#).

### **OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD**

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

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

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

#### **II. JUDICIAL APPEALS**

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); 06-096 C.M.R. ch. 2; [5 M.R.S. § 11001](#); and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

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

#### **ADDITIONAL INFORMATION**

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 [bill.hinkel@maine.gov](mailto:bill.hinkel@maine.gov), or for judicial appeals contact the court clerk's office in which the appeal will be filed.

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**Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.**

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