



August 17, 2022

(Via PDF & Delivery)

19.111

Erin Zwirko,  
Director of Planning & Development  
Town of Yarmouth  
200 Main Street  
Yarmouth, Maine 04096

**Railroad Square - Development Master Plan**

**CBDC Development Plan –Submittal #7 – Final Development and Subdivision Plan Submission  
(Map 37 Lots 28 and 29-00A)**

Dear Erin:

On behalf of Railroad Square Associates LLC, our team is pleased to provide this seventh in a series of focused submissions for the Railroad Square Masterplan located on Main Street and Railroad Square in Yarmouth Village. The project is being reviewed under Chapter 703, Article 6 –Character Based Development Code (CBDC) Development Plan standards and Chapter 601 –Subdivisions. This submission primarily addresses staff and peer review comments provided from the June 15<sup>th</sup> submittal with no real structural changes in the overall plans or design concept in anticipation of a final approval being considered at the September Planning Board meeting.

Enclosed for review are 14 copies of the following materials:

- Cover Letter
- Exhibits:
  1. Right, Title & Interest
  2. Draft HOA documents Rev. 1
  3. Solid Waste and Recycling Management Plan Rev. 1
  4. DEP-VRAP No Action Assurance Letter dated July 08, 2020
  5. Soil Boring Logs, St. Germain - dated 11-28-18
  6. Fire Vehicle Turning Templates
  7. Responses to Consultant/Department Review memos:
    - a. Acorn Engineering letter dated/revised July 6, 2022
    - b. Steve Johnson, Town Engineer memo dated 06-30-22
    - c. Erik Street, Director of Public Works, memo dated 07-06-22
    - d. Tom Errico, TYLin Letter dated 06-30-22
    - e. Parks and Lands Committee memorandum dated 03-03-22
- Plans: (5 full size and 9 reduced sets)
  1. Final Development Plan Set Railroad Square, dated August 17, 2022 Sheets 1-24 of 24 prepared by Atlantic Resource Consultants.
  2. Railroad Square Plan of Subdivision, Dated August 17, 2022 Sheets 1-3 of 3 prepared by Ruopp Survey and Mapping, and included in the Site Plan set.

## 1. INTRODUCTION:

This seventh submission follows the sixth submission of June 15<sup>th</sup> and the subsequent Planning Board meeting of July 20<sup>th</sup> which provided an overview of the final detailed plans, refinements in some of the site detailing and stormwater management assessment. Preliminary Development Plan and Subdivision Plan approvals with conditions were granted at the May meeting. Two waivers were approved at the May meeting:

Waiver 1 – Lot 1 frontage due to pre-existing conditions.

Waiver 2 – Use of Road type of thoroughfare at the site entrance for thoroughfare 1 due to pre-existing conditions.

This submission includes final Development and Subdivision Plans addressing Planning Board comments provided at the June meeting and the peer and staff reviews (See *Exhibit 7*). Additionally we have met with Steve Johnson, Town Engineer and the peer reviewer, Aubrey Strause of Acorn Engineering to review in person the prior plan comments in preparation of these final plans. We believe that the submission of these additional site details and documents satisfy the Final Development Plan standards referenced in the CBDC Article 6 and Subdivision Ordinance Chapter 601.

We are hopeful that the Planning Board will consider the attached submission for Final Approval at the September Planning Board meeting.

## 2. DEVELOPMENT PLAN REFINEMENTS & CLARIFICATIONS:

- a. Notes – a number of additional notes have been added to Plan Sheet C-1 at the request of the Town Engineer and Public Works Director.
- b. Graphics – Various line types and line weights have been adjusted for easier readability.
- c. Stormwater Management – Changes and revisions have been made to the technical stormwater details, including the underground storage/treatment filter R -Tank® system and under drained soil filter. Notes have been added to review in situ soil conditions at each BMP in the determination of the need for a full liner or not if the system is located into the site clay soils.
- d. Lots 4/5 Sewer Pump Station – The Town Engineer has requested site specific details and pump station requirements be designed into the plans. We have met and discussed that this private pump station will be designed and shop submittals on the technical specifications provided to the Town Engineer at the time of the Lot 4 & 5 Lot Plan Submissions and that it would be premature to design the pump station at this time.

However, to protect the Town, we have added specific technical requirements as proposed by the Town Engineer as notes to the Plans, Sheet C-1 and included references to the same in the draft HOA documents.

- e. The DEP Voluntary Response Action Plan (VRAP) No Action Assurance Letter dated July 8, 2020 conditions of approval have been added to Plan Sheet C-1 and a copy of that letter included in *Exhibit 4*.
- f. Road Underdrain - recommended by the Town Engineer. The Plan and Profile Sheets include a note to investigate soil conditions for the main thoroughfares prior to construction to determine the need for road/thoroughfare underdrains. In general the site soils can be characterized by 3-6 feet of granular fill over a deep clay subsurface layer of soil.
- g. TF 1-2 Profile -The road profile of Thoroughfares 1-2 essentially follows the existing paved access as has been discussed with the Planning Board. The pavement grades are somewhat irregular and the applicant does not have the ability legally to adjust grades at the edge of the easement with the Down East Energy (DEE) property. As a result the profile appears very flat and with less pitch than the 0.5% Town Street Ordinance standard. However the drainage for this section of the project will be from left to right along a mono-pitch to the existing stormdrain structures on the site and DEE property -so that the road design effectively provides for positive drainage which is the premises behind the minimum road profile grades. We have discussed this with the Town Engineer to be clear on the design intent.
- h. Lots 1-3 areas of porous and standard pavers have been more clearly identified on the Materials Plan, Sheet 12 and coordinated with the Grading and Drainage plan, Sheet C-102. Additionally the DEP stormwater treatment credits taken for the porous paver plaza areas on Lots 1, 2 and 3 have been clarified on the plans and include planting beds and tree wells which will capture runoff and naturally filter stormwater into underdrains below. (Refer to specific data provided in *Exhibit 7.a* – response to acorn Engineering peer review letter.)
- i. TF-1 –Staff had raised a question on the lane width of the entrance Thoroughfare-1. The lane widths are shown at 11 feet wide and then narrow to 10 feet wide at TF-2. The entrance will taper out to provide for larger truck movements as shown on the plans. Again as noted previously the final geometry, curbing and details of the entrance will be determined in collaboration with the Town and their consultants as that important section of Main Street is further defined and studied as part of the Main Street Improvements Phase 3 project.
- j. TF-2 –The stamped bituminous fog line demarking the western edge of the main access with Down East Energy (previously omitted), has been added to the Materials Plan, Sheet 12.
- k. TF 3 at Carriage House –Parallel Parking two (2) Spaces – The prior review letter from Tom Errico, traffic consultant, suggested that the two 30 foot by 8 foot oversized parking spaces in front of Lots 6/7 be raised. There may be some confusion as these two spaces will be treated with pavers to identify as parking spaces yet create visually more of a shared space when not in use. These would not need to be mountable islands. Refer to the peer review response memo in *Exhibit 7* for further discussion.
- l. Carriage House Screen-Lots 6/7 – The plans have added a wood fence at the rear property line of lots 6/7 as a screen for the abutters.

- m. ADA Parking Spaces – Required minimum accessible (ADA) spaces have been added along with at summary table on Plan C-101. It is understood that the final locations, signage, etc. of such spaces will be reviewed as each Lot Plan is submitted for review. No spaces were eliminated from the previously submitted parking table which provided for 114 total project parking spaces.
- n. Vehicle Turning Movements –Prior submissions included large truck turning movement templates. We have also added for additional clarity the Fire Department ladder truck (similar model) turning movement templates. Refer to *Exhibit 6*.
- o. Bike Racks – The ordinance requires 6 bike racks on the site. Bike racks for 17 bicycles have been provided on the plans. Refer to Materials Plan Sheet 12.
- p. Parks and Lands Committee recommendations – Refer to responses to the March 03, 2022 Parks and Lands Committee memo contained in *Exhibit 7*.

### 3. DRAFT SUBDIVISION HOA DOCUMENTS:

The previously submitted draft Subdivision Homeowner's/Subdivision Association Documents have been revised to include the following per recommendations of staff, the Open Space Committee and peer reviews: (Refer to *Exhibit 2*- revisions have been highlighted.)

- Reference to invasive plant materials prohibited from use on site per the Town's guidelines as recommended by the Parks and Lands Committee.
- Addition of specific Stormwater O&M reference.
- Include specifications for Lots 4/5 sewer pump station
- Provide pro-rata obligations for each lot maintenance costs/responsibilities
- Reference Town of Yarmouth solid waste and "bag" policies. (refer also to *Exhibit 3*.)

### 4. RIGHT, TITLE & INTEREST:

The project deeds, purchase and sale agreement for the 0.06 acre MDOT parcel and associated licenses approved by the MDOT have been included as right, title & interest in the property as *Exhibit 1*. Specific easements and licenses either existing or granted to Railroad Square Associates, LLC or Bickford Transportation, Inc. include:

- 20-foot access and utility easement over the Railroad Square roadway shared with Down East Energy (DBA Osterman Propane, LLC).
- Rights to install if required temporary overhead power over the MDOT right of way.
- Rights to grade and landscape areas along the railroad right of way to accommodate the site development and buffering along the railroad and future rail trail.
- Rights for access and utilities over a portion of the site entrance currently encroaching on the MDOT right of way.
- MDOT decree to allow a pedestrian crossing to the Village Green Park.



## 5. DEP AND U.S ARMY CORPS OF ENGINEERS PERMITTING:

The project requires a Department of Environmental Protection (DEP) Stormwater Permit, a Natural Resources Protection Act (NRPA) Tier Wetland 1 permit and a Permit by Rule notification. These permit applications together with a U.S Corps of Engineers permit application have been filed with the respective agencies and are under review. Copies are available at the Town Municipal Building for review.

## 6. SUMMARY:

We trust that we have addressed all comments relating to the June 15<sup>th</sup> submittal and that the Planning Board will find that the design information supports the requirements of the CBDC Article 6 requirements for an approval of a Final Development Plan and Chapter 601 –Final Subdivision Plan. We wish to thank Staff and the Planning Board for their continued feedback and comments as we work through this lengthy meeting review process for the Railroad Square Development Plan.

As always, should you require any additional information or have any questions please do not hesitate to contact Matt Teare or me.

We look forward to presenting the updated information to the Planning Board at the September 14<sup>th</sup> meeting.

Sincerely



Frederic (Rick) Licht, PE, LSE  
Principal

Encl: As Noted

Cc: Matt Teare, Railroad Square Associates LLC  
Tamson Hamrock, Railroad Square Associates LLC  
Rob Barrett, Barrett Made  
Keith Smith, KSLA  
Matthew Alhberg, Barrett Made  
Tony Panciocco, Atlantic Resource Consultants  
Diane Morabito, Sewall  
Paul Ruopp, Paul H. Ruopp Jr. Land Surveying & Mapping  
Nate Huckel-Bauer, Drummond & Drummod



## **EXHIBIT 1 RIGHT, TITLE & INTEREST DOCUMENT SUMMARY**

The following summarizes the various documents demonstrating proper legal right, title and interest in the Railroad Square Property.

Owners of the two existing parcels totaling 4.4 acres:

Bickford Transportation, Inc.  
48 Railroad Square  
Yarmouth, Maine 04096  
Representative: Tamson Bickford Hamrock

Developers:

Railroad Square Associates, LLC  
48 Railroad Square  
Yarmouth, Maine 04096  
Representative: Tamson Bickford Hamrock

1. Deed Book 29016 Pg 253 – MacMillan to Bickford Transportation, Inc. (Front Lot). References the 20 foot utility and access easement shared with the abutter, Osterman Propane, LLC (Down East Energy).
2. Deed Book 11613 Pg 255 – Koch fuels to Stanley's Express Inc. (Rear Lot). References the 20 foot utility and access easement shared with the abutter, Osterman Propane, LLC (Down East Energy).
3. Articles of Merger – Stanley's Express, Inc. and Bickford Transportation, Inc.
4. Purchase and Sale Agreement (0.06 acre parcel along railroad) – Maine DOT and Bickford Transportation, Inc. (Signed agreement to be executed with MDOT and deed prepared.)
5. MDOT License Agreement Draft– Providing for the following uses within the MDOT ROW:
  - a. Temporary overhead power lines.
  - b. Grading and landscaping of parcel adjacent to Lot 4
  - c. Encroachment of access drive onto MDOT ROW at intersection with Main Street (Existing Condition)
6. MDOT Decree/Decision -Pedestrian crossing of the MDOT Tracks and ROW at the Village Green Park dated April 07, 2021.

7. Parking Lease Agreement 298 Main (Draft)— Providing for the nine(9) parking spaces to be provided for 298 Main residential units on the Railroad Square project property.

54909

**QUITCLAIM DEED WITH COVENANT**  
**Maine Statutory Short Form**

MAINE REAL ESTATE TAX PAID

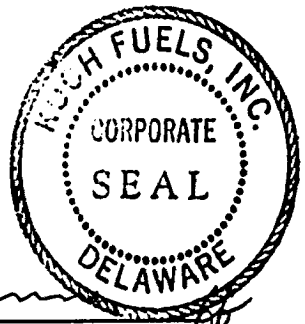
KNOW ALL MEN BY THESE PRESENTS, THAT KOCH FUELS, INC., a Delaware corporation with a mailing address of P.O. Box 2256, Wichita, Kansas 67201, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by STANLEY'S EXPRESS, a Maine corporation, its successors and assigns forever, having an address of 26 U.S. Route One, Yarmouth, Maine 04096, the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUITCLAIM unto said STANLEY'S EXPRESS, its successors and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated on Main Street in the Town of Yarmouth, County of Cumberland and State of Maine, more particularly bounded and described on Exhibit A attached hereto. \*with quitclaim covenant

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to the said STANLEY'S EXPRESS, its successors and assigns forever.

IN WITNESS WHEREOF, the said KOCH FUELS, INC., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by James F. Runner, thereunto duly authorized as of the 30th day of August, 1994.

SIGNED, SEALED AND DELIVERED  
 IN PRESENCE OF

KOCH FUELS, INC.,  
 a Delaware Corporation



[Signature]  
 Witness

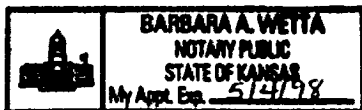
By: James F. Runner  
 James F. Runner  
 Its: Vice President

STATE OF MAINE  
 Cumberland, ss.

August  
May 30, 1994

Then personally appeared the above-named James F. Runner, Vice President of said KOCH FUELS, INC., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of KOCH FUELS, INC.

Before me,



Barbara A. Wetta  
 Notary Public

Barbara A. Wetta  
 Printed Name

My Commission Expires

May 4, 1998

## EXHIBIT A

A certain parcel of land, with the buildings thereon, westerly of but not adjacent to Main Street in the Town of Yarmouth, Cumberland County, Maine, more particularly described as follows:

Commencing at a granite monument found in the line of land common between one Richards and the land now or formerly of the Canadian National Railway Company, as described in CCRD Deed book 201, page 154;

Thence S 40°-40'-20" E along said common line 137.83' to an iron rod set and the Point of Beginning;

Thence S 40°-40'-20"E 284.52' to an iron rod set 55.00' from, measured perpendicularly to, the center line of the main track of said railroad or its successors;

Thence S 13°-52'-40" W, 55.00' from and parallel to the center line of said track, 444.00' to an iron rod set at land now or formerly of one True;

Thence N 58°-06'-05" W along land of True 172.55' to an iron rod set at land now or formerly of one Brown;

Thence N 30°-08'-05" E along land of said Brown 41.88' to an iron rod set;

Thence N 51°-57'-45" E along land of said Brown 28.00' to an iron rod set;

Thence N 20°-23'-15" W along land of said Brown 279.51' to an iron pipe found;

Thence S 66°-00'-40" W along land of said Brown 15.92' to an iron pipe found;

Thence N 26°-58'-55" W along land of said Brown 95.73' to an iron pipe found at land now or formerly of one Szeleny;

Thence N 48°-05'-55" E along land of said Szeleny and said Richards 241.59' to the Point of Beginning.

Said parcel contains 2.88 acres, more or less, according to a survey by Maine Land Surveyors, Inc., dated August 1990, to which reference is made for the basis of bearing.

Also hereby conveying a perpetual easement, in common with Rings Coal Company and Snow Flake Canning Company, their

successors and assigns, over and across a 20-foot right-of-way as shown on a survey by Maine Land Surveyors, Inc., dated March 12, 1990 and revised June 8, 1990, recorded in the Cumberland County Registry of Deeds, Plan Book 187, Page 52 (the "Survey"), for all purposes of a road including travel by foot or vehicle and the installation of above and below ground utilities including, without limitation, water and sewer lines and electrical and telephones lines which twenty (20') foot right of way is described as follows:

A certain parcel of land westerly of and adjacent to Main Street in the Town of Yarmouth, Cumberland County, Maine, more particularly described as follows:

A strip of land twenty (20') feet wide centered on a line as follows:

COMMENCING on the redefined southwesterly sideline of Main Street at its intersection with the centerline of the main railroad track now or formerly of the Canadian National Railway Company; THENCE N 40° 44' 45" W along said sideline 44.77' to the point of beginning; THENCE S 36° 09' 25" W 178.14' to an iron road set; THENCE S 39° 17' 15" W 292.19' to an iron road set in the line of land now or formerly of D & S Corp. as described in deed Book 2161, Page 114.

This right of way and the covenants of Grantee herein set forth shall run with and benefit and burden the land herein conveyed.

By the acceptance of this deed the Grantee, for itself and its successors and assigns, hereby agrees and covenants to bear one-half of all expenses incurred for the maintenance and repair of said right of way. Any party installing underground utilities shall be required to return the right of way to its original condition.

Meaning and intending to convey the same premises conveyed to the Grantor by D & S Corp. by deed dated February 28, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9488, Page 44.

RECEIVED  
RECORDED REGISTRY OF DEEDS

94 SEP -1 PM 4:08

CUMBERLAND COUNTY

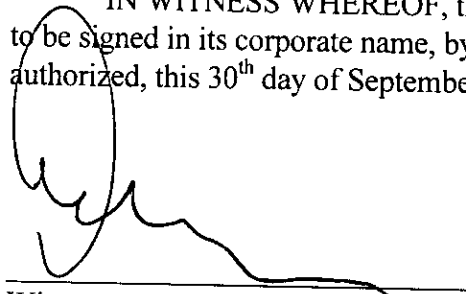
*John B O'Brien*

QUITCLAIM DEED WITH COVENANT (2)  
Maine Statutory Short Form

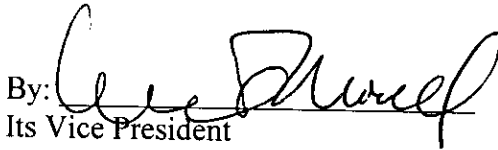
KNOW ALL PERSONS BY THESE PRESENTS, THAT **The MacMillan Company**, a Maine corporation with a mailing address of 18 Spring Street, Brunswick, Maine 04011, for consideration paid, GRANTS to **Bickford Transportation, Inc.**, a Maine corporation with a mailing address of 48 Railroad Square, Yarmouth, Maine 04096 with QUITCLAIM COVENANTS, the land in Yarmouth, County of Cumberland, and State of Maine, described as follows:

SEE ATTACHED EXHIBIT A

IN WITNESS WHEREOF, the said **The MacMillan Company** has caused this instrument to be signed in its corporate name, by William D. Morrell, its Vice President, thereunto duly authorized, this 30<sup>th</sup> day of September, 2011.

  
\_\_\_\_\_  
Witness

**The MacMillan Company**

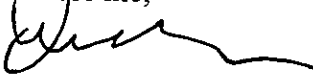
By:   
\_\_\_\_\_  
Its Vice President  
William D. Morrell

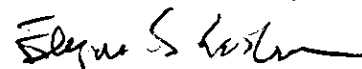
State of Maine  
County of Cumberland, ss

September 30, 2011

Then personally appeared the above named William D. Morrell in his capacity as Vice President of **The MacMillan Company** and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law

  
\_\_\_\_\_  
Please Print or Type Name as Signed

MAINE REAL ESTATE TAX PAID



Exhibit A

**Parcel to be Conveyed to  
Bickford Transportation, Inc.  
Yarmouth, Maine**

A certain lot or parcel of land, with the improvements thereon, located on the southwesterly side of Main Street in the Town of Yarmouth, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

**BEGINNING** at a point on the southwesterly sideline of said Main Street, at the northerly corner of land now or formerly of the Canadian National Railway as described in Book 202, Page 154;

THENCE S 13° 52' 40" W along said line of Canadian National Railway, a distance of 566.13' to a point;

THENCE N 40° 40' 20" W along said line of Canadian National Railway, a distance of 37.44' to the easterly corner of land now or formerly of D & S Corp. as described in Book 2161, Page 114;

THENCE continuing N 40° 40' 20" W along said line of D & S Corp., a distance of 214.09' to a point;

THENCE N 39° 17' 15" E along the southeasterly line of land now or formerly of Snow Flake Canning Company, a distance of 292.19' to a point;

THENCE N 36° 09' 25" E along the southeasterly line of land now or formerly of Snow Flake Canning Company, a distance of 33.02' to a point;

THENCE continuing N 36° 09' 25" E, a distance of 93.78' to a point;

THENCE N 40° 44' 45" W, a distance of 33.51' to a point on the southeasterly line of land now or formerly of James Burgess as described in Book 6995, Page 60;

THENCE N 62° 19' 40" E along said line of Burgess, a distance of 51.33' to a point on said southwesterly sideline of Main Street;

THENCE S 40° 44' 45" E along said sideline of Main Street, a distance of 24.98' to the **POINT OF BEGINNING.**

**Containing 61,068 sq. ft. or 1.40 ac. ±**

The above described premises are conveyed subject to and with the benefit of a twenty (20') right of way for all purposes of a road including travel by foot or vehicle and the installation of above and

below ground utilities including, without limitation, water and sewer lines and electrical and telephone lines which twenty (20') foot right of way is described as follows:

A certain parcel of land westerly of and adjacent to Main Street in the Town of Yarmouth, Cumberland County, Maine, more particularly described as follows:

A strip of land twenty (20') feet wide centered on a line as follows:

Commencing on the redefined southwesterly sideline of Main Street at its intersection with the centerline of the main railroad track now or formerly of the Canadian National Railway Company, thence N 40° 44' 45" W along said sidelines 44.7' to a point of beginning; Thence S 36° 09' 25" W 178.14' to an iron rod set; Thence S 39° 17' 15" W 292.19' to an iron rod set in the line of land now or formerly of D & S Corp. as described in deed Book 2161, Page 114.

This right of way shall run with and benefit the parcels designated as "To Be Conveyed to Snow Flake Canning Company" (conveyed to Downeast Energy Corp. by deed of the Grantor of near or even date) and "To Be conveyed to Ring's Coal Company" (conveyed hereby to Bickford Transportation, Inc. ) as shown on a plan entitled " Plan of Land on Main Street in Yarmouth, Cumberland County, Maine for Ring's Coal Company and Snow Flake Canning Company, dated March 12, 1990 and prepared by Maine Land Surveyors, Inc." and shall run with the land. By the acceptance of this deed the owner of the premises hereby conveyed agrees and covenants to share equally with the owner of the parcel shown on said Plan designated "To be conveyed to Snow Flake Canning Company" all expenses incurred for the maintenance and repair of said right of way. Any party installing underground utilities shall be required to return the right of way to its original condition.

Together with and subject to the rights and easements set forth in Release Deed from D & S Corp to Snow Flake Canning Company and Ring's Coal Company dated March 4, 1991 and recorded in Book 9488, Page 35 and Easement from Ring's Coal Company and Snow Flake Canning Company to D & S Corp. dated March 1, 1991 and recorded in Book 9488, Page 36.

The above described premises are also conveyed subject to an easement for the installation, repair, replacement and maintenance of a sign. Said easement being more particularly bounded and described as follows:

**BEGINNING** at a point on the southwesterly sideline of said Main Street, at the northerly corner of land now or formerly of the Canadian National Railway as described in Book 202, Page 154;

THENCE S 13° 52' 40" W along said line of Canadian National Railway, a distance of 24.69' to the **POINT OF BEGINNING**;

THENCE N 53° 50' 35" W, a distance of 5.90' to a point;

THENCE S 36° 09' 25" W, a distance of 10.00' to a point;

THENCE S 53° 50' 35" E, a distance of 10.00' to a point said line of Canadian National

Railway;

THENCE N 13° 52' 40" E along said line of Canadian National Railway, a distance of 10.81' to the point **POINT OF BEGINNING.**

**Containing 80 sq. ft. ±**

By acceptance of this deed, Grantee covenants, on behalf of the Grantee, its successors and assigns, that no trees shall be planted and that no buildings or other structures shall be erected or constructed by the Grantee, its successors and assigns, on that portion of the premises herein conveyed and described as follows:

**BEGINNING** on the southwesterly sideline of said Main Street, at the northeasterly most corner of land now or formerly of James Burgess as described in Book 6695, Page 60.

THENCE S 62° 19' 40" W along said line of Burgess, a distance of 51.33' to point;

THENCE S 40° 40' 20" E, a distance of 23.24' to a point on the northwesterly line of said 20' right-of-way described above;

THENCE N 36° 09' 25" E along said 20' right-of-way, a distance of 51.34' to the **POINT OF BEGINNING.**


**Containing 581 sq. ft. or 0.01 ac. ±**

The above described Premises shall not be used for a period of 20 years from hereof for the retail sale of propane or heating oil.

Received  
Recorded Register of Deeds  
Oct 05, 2011 02:14:30P  
Cumberland County  
Pamela E. Lovley

**STATE OF MAINE**  
**ARTICLES OF MERGER**  
**OR**  
**SHARE EXCHANGE**

Pursuant to 13-C MRSA §1106, the undersigned survivor of the merger or the acquiring corporation in a share exchange executes and delivers the following Articles of Merger or Share Exchange:

Filing Fee \$100.00	
File No. 19610019 D	Pages 3
File No. 19550103 D	
Fee Paid \$ 100	
DCN 2123131600021	MERG
FILED 11/01/2012	EFFECTIVE 11/01/2012
 Deputy Secretary of State	
A True Copy When Attested By Signature	
_____ Deputy Secretary of State	

**FIRST:** The names, type of entity, jurisdiction of the parties to the merger or share exchange and the date on which the merger or share exchange occurred or is to be effective:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction</u>	<u>Date</u>
Stanley's Express, Inc.	corporation	Maine	December 30, 1955
Bickford Transportation, Inc.	corporation	Maine	June 19, 1961

☐ Names, type of entity, jurisdiction and effective date of the additional parties to the merger or share exchange are attached as Exhibit \_\_\_\_\_, and made a part hereof.

**SECOND:** The name and jurisdiction of incorporation of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>
Bickford Transportation, Inc.	Maine

**THIRD:** The executed agreement or plan of merger is on file at the principal place of business of the surviving business entity. A copy of the agreement or plan of merger will be furnished by the surviving entity, on request and without cost, to any shareholder of any constituent corporation and any record owner of interests in any other business entity that participated in the merger. The address of such place of business is as follows:

48 Railroad Square Yarmouth, Maine 04096

**FOURTH:** ("X" one box only)

- ☐ If the originating document of the survivor of a merger is amended, the amendments to the survivor's originating document are attached as Exhibit \_\_\_\_ and made a part hereof.
- ☐ If the result of the merger or share exchange creates a new corporation, attached is Exhibit \_\_\_\_\_ which contains all the provisions required to be set forth in its public organic document with any other desired provisions that are permitted. (Attach form MBCA-6-1, for a domestic business corporation)

**FIFTH:** The future effective date of the articles of merger or share exchange (if other than the date of filing of the articles of merger or share exchange) is \_\_\_\_\_.

**SIXTH:** ("X" if applicable)

- ☒ The plan was duly approved by the shareholders and, if voting by any separate voting group was required, by each separate group in the manner required by Title 13-C and the corporation's articles of incorporation.
- ☐ The plan of merger or share exchange did not require approval by the shareholders.

**SEVENTH:** ("X" if applicable)

- ☐ The participation of the foreign corporation was duly authorized as required by the organic law of the corporation.
- ☐ The participation of the eligible entity was duly authorized as required by the organic law of that entity.

**EIGHTH:** When a merger becomes effective, a foreign corporation or a foreign eligible entity that is the survivor of the merger is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce the rights of shareholders of each domestic corporation that is a party to the merger who exercise appraisal rights. The foreign corporation or the foreign other entity shall provide the mailing address to which the Secretary of State may mail a copy of any process served on the Secretary of State.

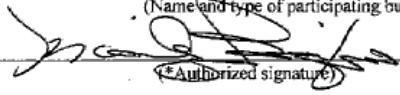
\_\_\_\_\_  
(mailing address)

**NINTH:** The foreign corporation or foreign eligible entity agrees that it will promptly pay the amount, if any, to which the shareholders are entitled under chapter 13 of Title 13-C.

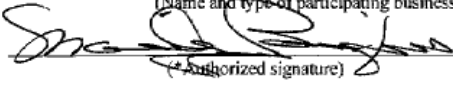
**TENTH:** The merger was effected in compliance with the laws applicable to mergers of all parties to the merger.

**ELEVENTH:** There is an agreement that the surviving corporation or eligible business entity shall continue to comply with all provisions of all laws applicable to mergers of all parties to the merger, including, without limitation, provisions on payment of amounts to which dissenting shareholders are entitled.

**Must Be Completed By the First Party to the Merger**

Stanley's Express, Inc. October 26, 2012  
(Name and type of participating business entity) (Date)  
 Marilyn P. Bickford, President  
(\*Authorized signature) (Type or print name and capacity)  
\_\_\_\_\_  
(\*Authorized signature) (Type or print name and capacity)

**Must Be Completed By the Second Party to the Merger**

Bickford Transportation, Inc. October 26, 2012  
(Name and type of participating business entity) (Date)  
 Marilyn P. Bickford, President  
(\*Authorized signature) (Type or print name and capacity)  
\_\_\_\_\_  
(\*Authorized signature) (Type or print name and capacity)

**Must Be Completed By the Third Party to the Merger**

\_\_\_\_\_  
(Name and type of participating business entity) (Date)  
\_\_\_\_\_  
(\*Authorized signature) (Type or print name and capacity)  
\_\_\_\_\_  
(\*Authorized signature) (Type or print name and capacity)  
\_\_\_\_\_  
(Copy this page, and modify participant number, if more signature spaces are needed.)

\*Articles MUST be signed as follows:

- (1) If a corporation is a party to the merger/share exchange, this document must be signed by an officer or other duly authorized representative on behalf of each party. (13-C MRSA §1106.1).
- (2) If a limited partnership is a party to the merger/share exchange, this document must be signed by each general partner listed in the certificate of limited partnership (31 MRSA §1438.1)
- (3) If a limited liability company is a party to the merger/share exchange, this document must be signed by:
  - (a) at least one **manager OR**
  - (b) at least one **member** if the limited liability company is managed by the members **OR**
  - (c) any duly authorized person.

The execution of this certificate constitutes an oath or affirmation, under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to: **Secretary of State**  
**Division of Corporations, UCC and Commissions**  
**101 State House Station**  
**Augusta, ME 04333-0101**  
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

Form No. MBCA-10 (3 of 3) Rev. 7/1/2007

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** is made this 2/16/2022, between the State of Maine, acting by and through its **DEPARTMENT OF TRANSPORTATION** and **BICKFORD TRANSPORTATION, INC.**

**WITNESSETH:**

### **Section 1. Terms.**

The following terms shall have the meanings specified whenever used in this Agreement:

(a) **Seller:**

State of Maine  
Department of Transportation  
16 State House Station, Augusta, Maine 04333-0016  
Attention: Property Manager

(b) **Buyer:**

Bickford Transportation, Inc.  
48 Railroad Square  
Yarmouth, ME 04096  
Attention: Tamson Bickford-Hamrock

(c) **Premises:** A certain lot or parcel of land comprised of approximately 0.06± acres, located on the southwesterly side of the former St. Lawrence & Atlantic Railroad, also known as the Berlin Subdivision in the Town of Yarmouth, Maine, subject to all easements and other matters of record (subject to Buyer's rights under Section 5 hereof), as shown on the attached plan entitled "MDOT RR PARCEL OPTION B – WITH TOPO", SK-C01 (B), dated July 20, 2021 and Revised August 11, 2021, prepared by Licht Environmental Design, LLC (the "Premises").

(d) **Closing Date:** Subject to the rights of Buyer contained in Section 5, the closing of title for purchase of the Premises shall take place within thirty (30) days of the execution of the Governor's Deed by the Governor of the State of Maine. The parties agree that time is of the essence of this Agreement.

(e) **Broker:** None.

(f) **Exhibits:** The following preliminary forms of exhibits are hereby incorporated into this Agreement. The provisions of such exhibits are to be completed and agreed to by the parties prior to and as a condition of Closing:

Exhibit A: Legal Description  
Exhibit B: Plan of the Premises

## **Section 2. Purchase and Sale.**

In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

## **Section 3. Effective Date.**

The effective date of this Agreement shall be the date shown in the opening paragraph, above.

## **Section 4. Purchase Price.**

4.1 The Purchase Price for the Premises is Twenty-Five Thousand Dollars (\$25,000.00) due at Closing.

4.2 All monies payable under this Agreement, unless otherwise specified herein, shall be paid by checks drawn on any bank, savings bank, trust company, or savings and loan association having a banking office in the State of Maine, payable to the order of Treasurer, State of Maine, or as otherwise directed by Seller.

## **Section 5. Due Diligence Period.**

5.1 Buyer shall have thirty (30) days from the Effective Date of this Agreement (the "Due Diligence Period") to conduct and complete tests and other due diligence, including, without limitation, a site assessment, title examination, survey, environmental site assessment and geotechnical testing, and any other reasonable tests and examinations of the Premises to confirm that the Premises is suitable to satisfy the requirements hereunder and for the contemplated use by Buyer ("Buyer's Examinations"). If Buyer, in its sole discretion, is not satisfied with the results of any of the above referenced matters, then Buyer may elect, by giving written notice to Seller on or before the expiration of the Due Diligence Period, to terminate this Agreement. Buyer shall furnish Seller with copies of all reports, studies, assessments, test results and/or any other documents whatsoever related to the results of Buyer's Due Diligence activities under this Section within five (5) days of Buyer's receipt of such materials. The delivery of Buyer's Due Diligence material shall be without any representation or warranty of any kind.

5.2 Between the date of this Agreement and the Closing, Seller shall allow Buyer and/or its representatives access to the Premises, and such persons or representatives shall have the right to



perform Buyer's Examinations; provided, however, that (i) such access does not interfere with the conduct of Seller's operations on the Premises, if any; (ii) such persons enter onto the Premises at their own risk of loss and harm; and (iii) Buyer shall restore the Premises in the event of any significant disturbance as a result of such work.

## **Section 6. Closing.**

6.1 The Premises shall be conveyed by Governor's Deed. The Governor's Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the easements reserved therein and other easements and encumbrances as may appear of record in the Cumberland County Registry of Deeds, and the provisions of existing building, land use, subdivision control and zoning laws.

6.2 Buyer acknowledges and agrees that the Premises is being sold "as is, where is" and that no representations are made by the Seller or its representatives as to the marketability of title.

6.3 Seller shall deliver full and exclusive possession of the Premises to Buyer on the Closing Date, free of all tenants and occupants and rights of others, subject only to the provisions of this Agreement, the Premises then being in the same condition as it is now, reasonable wear and tear excepted. Seller is exempt from property taxes. Seller is exempt from transfer taxes and Buyer shall be responsible for his share of such taxes. All other costs shall be paid in accordance with customary practice in the area in which the property is located.

## **Section 7. No Warranties.**

7.1 Buyer acknowledges that Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, Buyer hereby expressly waives any claims against Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This Section shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

7.2 Seller represents that there are no known underground storage facilities on the Premises.

7.3 The Seller shall be responsible for discharging (i) any mechanic's and materialman's liens of any description against the Premises, including, without limitation, resulting from Seller's activities on the Premises either prior to or after the date of the conveyance (except with respect to any liens arising as a result of Buyer's activities on the Premises), (ii) tax liens, (iii) such other matters as Seller has agreed, or is obligated, to remove under this Agreement, and (iv) any other encumbrances of any kind whatsoever on the Premises arising after the date of this Agreement. Seller agrees to execute a Seller's Affidavit for Buyer's Title Insurance Company certifying as to no mechanics liens or parties in possession. The Seller reserves the right to contest the validity of any such lien so long as the Seller causes such lien to be released on the record. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

**Section 8. Environmental.**

Subject to the provisions of Section 7.2, Seller makes no representations or warranties about the environmental condition of the Premises, including but not limited to the presence of hazardous waste, toxic materials, or any other condition or substance that may support a claim under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement.

**Section 9. Other Conditions.**

The transaction contemplated by this Agreement shall be subject to approval by the Commissioner of the Maine Department of Transportation and the Governor of the State of Maine.

**Section 10. Risk of Loss.**

Until delivery of the Governor's Deed from Seller to Buyer, risk of loss or damage to the Premises shall be on Seller.

**Section 11. Fees, Costs and Transfer Taxes.**

11.1 Buyer agrees to pay all Registry of Deeds recording fees.

11.2 Buyer is required by law to pay his share of Maine real estate transfer tax imposed by Title 36 M.R.S.A. Section 4641-C (1). Seller is exempt from said transfer tax.

**Section 12. Closing.**

The Governor's Deed shall be delivered and the Purchase Price and all other specified amounts shall be paid as provided herein, unless the parties otherwise agree beforehand in writing. The Closing shall be held at the offices of the Department of Transportation, Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

**Section 13. Default.**

In the event that either the Buyer or the Seller is unable to perform their respective obligations then, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

**Section 14. Disclosure of Brokers.**

Seller and Buyer represent that no brokers, agents or consultants have been employed with respect to the transaction that is the subject of this Agreement.

**Section 15. Instruments of Transfer, Payment of Purchase Price; Further Assurances.**

15.1 At the Closing the Seller shall deliver, or cause to be delivered, to the Buyer:

- (a) A Governor's Deed for the Premises.
- (b) Such other documents, instruments or certificates as the Buyer or its counsel shall reasonably request in order more fully to effectuate the terms thereof.

15.2 At the Closing the Buyer shall deliver, or cause to be delivered, to the Seller:

- (a) The Purchase Price that is due at Closing, together with all other payments specified herein; and
- (b) Such other documents, instruments or certificates as the Seller or its counsel shall reasonably request in order to more fully effectuate the terms hereof.

**Section 16. Waiver.**

No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

**Section 17. Notices.**

Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested with the United States Postal Service); or (b) sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party at the addresses set forth in Section 1. Either party may change the address at which its notices are to be received by notice given as set forth above.

**Section 18. Capacity.**

Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, that each such party has obtained all necessary consents and approvals to lawfully perform its obligations under this Agreement and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, at the Closing, each party shall furnish to the other

party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

**Section 19. Governing Law.**

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

**Section 20. Expenses.**

Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

**Section 21. Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

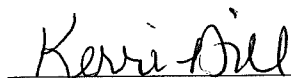
**Section 22. Counterparts.**

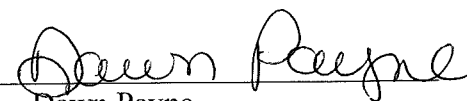
This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

**SELLER:**

**STATE OF MAINE  
DEPT. OF TRANSPORTATION**


  
\_\_\_\_\_  
**WITNESS**

By:   
\_\_\_\_\_  
Dawn Payne  
Property Manager

**BUYER:**

**BICKFORD TRANSPORTATION, INC.**

  
**WITNESS**

By:   
Marilyn Bickford  
Its President, duly authorized

## **EXHIBIT A**

### **Legal Description**

A certain parcel of land situated in the Town of Yarmouth, County of Cumberland, State of Maine, situated southerly of Main Street, but not adjacent thereto, the boundaries of which are more particularly located and described as follows:

Beginning at the northeasterly corner of the parcel of land described in the conveyance to Bickford Transportation, Inc. deed recorded Book 11613 Page 255 Cumberland County Registry of Deeds, at an existing 5/8-inch diameter reinforcing bar;

Thence by a bearing oriented to Grid North Maine State Plane Coordinate System, West Zone, 1983 Datum, South 61°00'45" East 12.30 feet along the southerly line of the parcel of land described in the conveyance to Bickford Transportation, Inc. deed recorded Book 29016 Page 253 Cumberland County Registry of Deeds;

Thence South 06°39'14" East 265.83 feet through land of The State of Maine;

Thence South 83°20'46" West 10.00 feet through land of The State of Maine to the easterly line of the parcel of land described in the said conveyance to Bickford Transportation, Inc. deed recorded Book 11613 Page 255;

Thence North 06°39'14" West 273.00 feet along the easterly line of the parcel of land described in the said conveyance to Bickford Transportation, Inc. deed recorded Book 11613 Page 255, to the point of beginning; containing 2,694 square feet.

Said described parcel of land is a portion of the parcel described in the conveyance to the State of Maine Department of Transportation deed recorded Book 25500 Page 215 Cumberland County Registry of Deeds. The parcel of land is formerly part of the St. Lawrence and Atlantic Railroad obtained from Edmund C. Cleaves. September 3, 1846.

The above description is based upon a Boundary and Site Survey of Property of Bickford Transportation, Inc. by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to survey as part of this description.

## **LIMITED USE LICENSE AGREEMENT**

This agreement is made this \_\_\_\_\_ day of September 2021, between the **STATE OF MAINE** by and through its **DEPARTMENT OF TRANSPORTATION** ("MaineDOT"), having a mailing address of 16 State House Station, Augusta, ME 04333-0016, **BICKFORD TRANSPORTATION, INC.**, having a mailing address of 48 Railroad Square, Yarmouth, ME 04096 ("Licensee") (MaineDOT and the Licensee are collectively the "Parties" or individually a "Party").

### **I. Background.**

1. MaineDOT owns property in the Town of Yarmouth, Maine located adjacent to Main Street (a/k/a State Route 115) and Railroad Square Drive as shown on a plan entitled, "CMP Utility Schematic SK, Existing Conditions Plan, File #C-100", dated July 12, 2021, and revised 8/10/2021, a reduced copy of which is attached hereto as Exhibit A (the "License Parcel").
2. Licensee owns property on Railroad Square Drive, Yarmouth, Maine as described in a deed dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29016, Page 253 located adjacent to the License Parcel (the "Property"). Licensee has requested that MaineDOT permit use of the License Parcel for the purpose of widening the entrance of Railroad Square Drive onto Main Street as shown on the said plan.
3. Licensee has requested the temporary relocation of utility poles during their construction project, as shown on Exhibit A.
4. Licensee has also requested the right to remove vegetation, grade and maintain the area between the area to be sold and the remaining railroad property, as shown on a plan entitled "MDOT RR PARCEL OPTION B – WITH TOPO", SK-C01 (B), dated July 20, 2021 and Revised August 11, 2021, prepared by Licht Environmental Design, LLC, attached hereto as Exhibit B.

### **II. Grant of Limited Use License.**

In consideration of the foregoing, the Parties agree to the following:

1. MaineDOT grants to Licensee a limited-use license permitting the Licensee to perform the following activities on the License Parcel, subject to the terms and conditions set forth herein:
  - a) Modify the radius to the entrance of Railroad Square Drive in a manner consistent with the changes shown on Exhibit A and in coordination with and the approval of MaineDOT's Region One Engineer (the "Region Engineer").

- b) Placement of one pole and push-brace located near the property line between the License Parcel and the Licensee Property, on a temporary basis during construction on Licensee Property, as shown on Exhibit A.
  - c) Grading, drainage access and landscaping permitted on crosshatch area as shown on Exhibit B.
2. Upon execution of this License Agreement, Licensee shall pay to MaineDOT a one-time administrative fee of One Thousand Dollars (\$1,000.00). Payment shall be made payable to the "Treasurer, State of Maine" and mailed with the signed License Agreement to the Maine Department of Transportation, Property Office, 16 State House Station, Augusta, ME 04333-0016.
  3. There is no rental fee for the use of the License Parcel.
  4. The term of this License Agreement shall be for five (5) years, commencing September 30, 2021, and ending September 29, 2026. This License Agreement may be renewed for three (3) additional five-year terms upon the mutual agreement of the Parties as to the other terms and conditions of such renewals.
  5. Licensee's access to the License Parcel for the purpose of completing the work authorized herein shall be via Railroad Square Drive or as otherwise designated by the Region Engineer.
  6. Licensee shall, at its own expense, keep and maintain the License Parcel in good and sanitary condition during the term of this License Agreement and not suffer waste to same. Licensee shall be responsible for snow removal from the License Parcel and maintaining a neat and orderly appearance on the License Parcel, and Licensee will pay all costs related to the same.
  7. There shall be no alterations or other improvements made to the License Parcel other than those set out in this License Agreement without the prior written consent of the Region Engineer. Construction of buildings is not permitted.
  8. Licensee agrees that the ongoing use of the License Parcel shall be limited to the portion improved by Licensee, which will be open to the general public. No other portion of the License Parcel shall be used for any other purpose at any time during the term of this License Agreement.
  9. The Licensee agrees that all work and activities performed pursuant to or under authority of this License Agreement shall be done in accordance with all applicable federal, state and local laws, regulations, and other legal requirements.
  10. Licensee shall not engage in any activity on the License Parcel that would result or could potentially result in an adverse impact, environmental or otherwise, to the License Parcel, any property adjacent thereto, or the rights of way of Main Street or Railroad Square Drive.
  11. MaineDOT shall have the right to inspect the License Parcel at any time.



12. Breach of License Agreement and Termination.

- a) MaineDOT shall provide Licensee with written notice of any breach in the terms of this License, and Licensee shall have thirty (30) days from the receipt of such notice to commence curative action of such breach. In the event Licensee fails to commence curative action within 10 days or fails to carry out said curative action to completion satisfactory to MaineDOT; or in the event of any circumstances related to Licensee's use of the License Parcel that MaineDOT deems to be an emergency to which Licensee is unwilling or unable to adequately respond, then MaineDOT shall have the right to cure such breach or emergency without giving notice to Licensee and Licensee shall pay to MaineDOT all reasonable costs and expenses related to MaineDOT's curative action.
- b) Licensee agrees that any and all rights conveyed by this License Agreement may be terminated and this License Agreement revoked by MaineDOT at any time if MaineDOT in its sole discretion determines either: a) that the License Parcel is needed for transportation purposes; b) that the use of the License Parcel as permitted by this License Agreement impairs or compromises public safety; or c) that the Licensee has breached the terms of this License Agreement and has failed to comply with the terms of curative action set out above; MaineDOT shall give Licensee thirty (30) days' written notice of MaineDOT's intent to terminate this License.
- c) Upon termination of this License Agreement for any reason other than transportation purposes, Licensee shall promptly remove all of its personal property, if any, from the License Parcel and restore its condition prior to entry at Licensee's sole expense, and to the satisfaction of MaineDOT. Such restoration shall include the removal and clean-up of hazardous waste and contamination, repair of bituminous, concrete and gravel, re-seeding disturbed areas with grass where necessary and all other work incidental to restoring the License Parcel to its condition as of the date of this License Agreement. If Licensee fails to remove such property and/or perform such restoration within thirty (30) days of the termination of this License, MaineDOT may do so and bill Licensee for the costs of removal and/or restoration.

13. Insurance. During the term of this License Agreement or any renewal thereof, Licensee shall, at its own expense, procure and maintain in force general liability insurance coverage and shall provide recovery limits meeting or exceeding the amount of One Million Dollars (\$1,000,000) per occurrence or Two Million Dollars (\$2,000,000) in the aggregate. The general liability assumed by Licensee pursuant to this License Agreement shall include indemnifying, defending and holding harmless the State of Maine, its officers, employees, agents and representatives as set out below. Upon execution of this License Agreement, Licensee shall provide MaineDOT with a Certificate of Insurance that names the State of Maine as an additional insured on such liability insurance policy, and specifically states that the State of Maine's coverage is limited to those areas for which governmental immunity has been expressly waived, and that coverage procured hereunder shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law.

14. Indemnification. Licensee, for itself, its officers, employees, agents, representatives and invitees, agrees to indemnify and hold harmless the State of Maine, its officers, agents employees and representatives from any and all claims, demands or causes of action, losses, expenses or damages resulting in death, personal injury or property damage occurring on the License Parcel whether by casualty or otherwise. Nothing contained herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the State of Maine, its officers, agents or employees under any provisions of the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

15. This License Agreement is assignable or transferable by Licensee with the prior written consent of MaineDOT, which consent shall be in MaineDOT's sole discretion.

16. Any communications, requests or notices required or appropriate to be given under this License Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending Party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party. Said communications, requests or notices shall be sent to the Parties as follows:

To MaineDOT:     Maine Department of Transportation  
                          16 State House Station  
                          Augusta, ME 04333-0016  
                          Attention: Property Manager

To Licensee:       Bickford Transportation, Inc.  
                          48 Railroad Square  
                          Yarmouth, ME 04096  
                          Attention: Tamson Bickford Hamrock

17. Licensee agrees that this License Agreement constitutes a personal right only and does not convey any real property rights.

18. **Counterparts and Electronic Signatures.** This License Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this License Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this License Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**IN WITNESS WHEREOF**, the Parties have caused this License Agreement to be executed by their duly authorized representatives on the day and year first above written.



**STATE OF MAINE  
DEPT. OF TRANSPORTATION**

---

By: Julia Picard, Property Manager  
Duly authorized

**BICKFORD TRANSPORTATION, INC.**

---

By: Tamson Bickford Hamrock, Owner



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

LEGAL SERVICES Tel: (207) 624-3020 Fax: (207) 624-3021  
MDOT TTY USERS DIAL MAINE RELAY 711

April 7, 2021

Nathaniel J. Tupper  
Yarmouth Town Manager  
Town of Yarmouth  
200 Main Street  
Yarmouth, ME 04096

Re: **RR Decree**

Dear Mr. Tupper:

Enclosed please find the original Railroad Decree which has been executed by Bruce Van Note, Commissioner of the Maine Department of Transportation.

Please provide copies of this letter and Railroad Decree to the Members of the Yarmouth Town Council.  
Thank you so much!

Very truly yours,

Toni L. Kemmerle  
Principal Attorney

TLK/jas

Enclosure

cc: Ostermann Propane LLC w/enc.  
Nathan Moulton w/enc. (via email)  
Nathan Howard w/enc. (via email)  
Bickford Transportation Co. (48 RR Square) w/enc.  
Bickford Transportation Co. (24 RR Square) w/enc.  
St. Lawrence & Atlantic Railroad Co. w/enc.

Yarmouth Rail Depot, LLC w/enc.  
L&S Limited Liability Co. w/enc.  
Members of the Yarmouth Town Council w/enc.

**STATE OF MAINE**  
**DEPARTMENT OF TRANSPORTATION**  
**RAILROAD DECISION – RR 372**

This Railroad Decision is the result of a Petition by the Town of Yarmouth (hereinafter the “Town”) to determine the requirements to establish a public crossing for foot and bicycle traffic only over the rail line located near Railroad Square in Yarmouth (hereinafter the “Rail Line”) approximately at railroad mile post 11.31.

**FINDINGS OF FACT**

By a letter dated October 21, 2021, the Town petitioned the Commissioner of the Maine Department of Transportation (hereinafter the “Department”) to schedule a hearing to determine the requirements to establish a public crossing for pedestrian and bicycle traffic over the Rail Line located approximately at railroad mile post 11.31 (hereinafter the “Crossing”) pursuant to 23 M.R.S.A. § 7202. The Rail Line is owned by the State of Maine, and the St. Lawrence & Atlantic Railway has operational rights. Because the Rail Line is currently inactive, there are no rail operations ongoing at this location.

On February 1, 2021, the Department held a public hearing to determine whether to approve the petition pursuant to 23 M.R.S.A. § 7202. Public notice of the hearing was properly given in accordance with 5 M.R.S.A. § 9052. In attendance at the hearing were Nathan Howard, Rail Director, Office of Freight & Passenger Services at the Department, Nathaniel Tupper, Yarmouth Town Manager, Frederick Licht, Engineer for Railroad Square Associates, and Town residents. There was no representative from St. Lawrence & Atlantic Railway present at the meeting.

**The evidence presented at the hearing was as follows:**

Nathaniel Tupper testified that the Town is in favor of the Crossing which will connect the truck pavilion at Railroad Square to the old train depot at Village Green Park where Gorham Savings Bank is now located. He explained that this connection is part of the Town’s overall desire to make Yarmouth more walkable, connected, and safe. He added that the Town expects significant future development to occur in the area of the Crossing, making connected walking paths all the more crucial.

Frederick Licht then testified on behalf of the Town, giving a brief description of the Crossing and its location in regard to the Rail Line, the existing pavilion and Railroad Square. He showed several renderings of the Crossing, noting that the Crossing will make a connection to Main Street in Yarmouth for walkers and bikers.

Six Yarmouth residents also spoke in favor of the Crossing, noting that it will help people safely walk and bike in the community.

Nathan Howard then spoke on behalf of the Department neither for nor against the petition to establish the Crossing. He noted that the Rail Line is currently inactive, and, as a result, the Crossing will not pose a safety risk for pedestrians or railroad operations. He advised that a Decision approving the Crossing should include MaineDOT's reserved right to hold another hearing to revisit the need for safety improvements at the Crossing should rail service be restored on this Rail Line.

No one at the meeting spoke against the proposed Crossing.

**RECOMMENDATION OF THE RAIL DIRECTOR**  
**AND THE HEARING OFFICER**

Based on the unanimous support of the Crossing, Nathan Howard, Rail Director for the Department and Toni Kemmerle, the Hearing Officer, recommend that the Commissioner of the Department of Transportation grant the Town of Yarmouth's petition to establish a public Crossing for foot and bicycle traffic only over the currently inactive Rail Line located approximately at railroad mile post 11.31 in Yarmouth, Maine, in accordance with the conditions established by the Department and set forth on the attached Exhibit A and with the design depicted on attached Exhibit B. Both also recommend that the Commissioner retain jurisdiction to make further findings and establish additional conditions, if applicable, should the Rail Line become active at some time in the future.

DATE: 3/31/2021



Toni Kemmerle, Esq.  
Hearing Officer



Nathan Howard  
Rail Director

DATE: 3/31/2021



**FINAL DECISION OF THE COMMISSIONER**  
**OF THE MAINE DEPARTMENT OF TRANSPORTATION**

Based on the above recommended decision with the recommended conditions, I grant the Town of Yarmouth's petition to establish a public Crossing for foot and bicycle traffic only over the inactive Rail Line currently owned by the State of Maine with operating rights in St. Lawrence and Atlantic Railroad located approximately at railroad mile post 11.31 in Yarmouth, Maine, in accordance with the requirements set forth on the attached Exhibit A and substantially consistent with the plan set forth on attached Exhibit B. I retain jurisdiction to make further findings and establish additional conditions, if applicable, should the Rail Line become active at some time in the future.

DATE: 4/2/21

  
\_\_\_\_\_  
Bruce Van Note, Commissioner

**APPEAL RIGHTS**

Pursuant to 23 M.R.S.A. § 7202, this decision shall be final and binding on all parties unless an appeal from this decision is taken. Any party wishing to appeal must, within 14 days from the date of the filing of this decision, file in the Office of the Maine Department of Transportation its reasons for appeal and shall cause to be served on any other interested parties, a copy of the reasons for appeal certified by the department. The department must be made a party to the appeal.

Pursuant to the requirements of 5 M.R.S.A. § 11001 et seq. appellate procedures also apply to an appeal of this decision. Pursuant to 5 M.R.S.A. § 11002, a petition for review of this decision shall be filed within 30 days after receipt of notice of this decision if the appeal is taken by a party to the proceeding for this decision. Any other person aggrieved shall have 40 days from the date the decision was rendered to petition for review. If the review sought is from the Department's failure or refusal to act, the petition for review shall be filed within 6 months of the expiration of the time within which the action should reasonably have occurred.



**Exhibit A**  
**Requirements for the construction of an at-grade bicycle and pedestrian crossing**

The following requirements shall be incorporated into design and construction of the bicycle and pedestrian crossing:

1. The proposed crossing shall be constructed in accordance with MaineDOT's Standard Details for Paved Highway Crossings, Detail 803(02-05):  
<https://www.maine.gov/mdot/contractors/publications/standarddetail/docs/2020/2020-SECTION800.pdf>
2. The Town shall install and maintain, at its expense, passive traffic control devices, consistent with the most current version of the Manual for Uniform Traffic Control Devices (MUTCD) for pathway grade crossings.
3. Detectable warning surfaces shall be used to warn pedestrians about the locations about the locations of the tracks at the grade crossing.
4. Any approaching train will be required to signal with its whistle as it approaches the crossing.



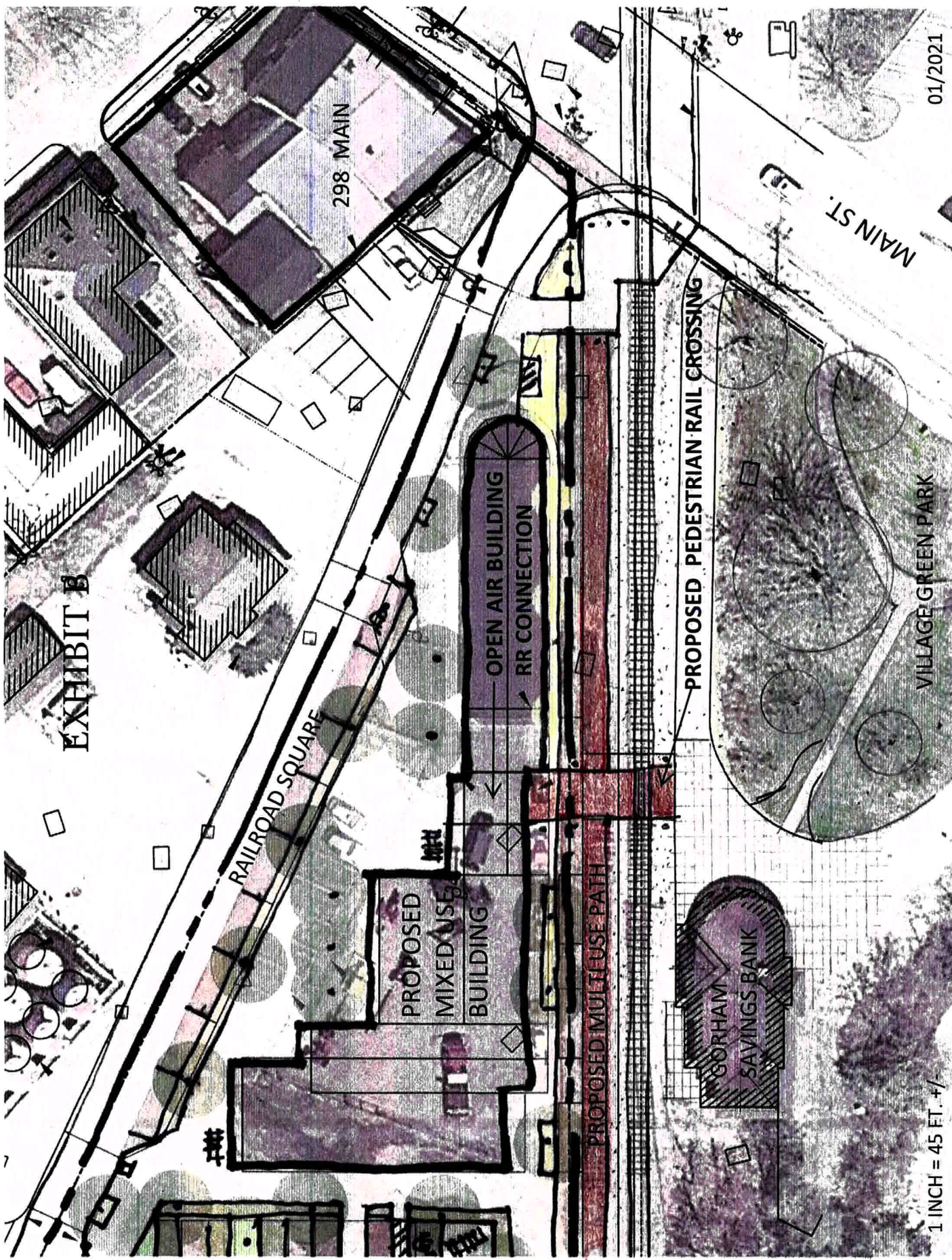


EXHIBIT B

RAILROAD SQUARE

298 MAIN

PROPOSED  
MIXED USE  
BUILDING

OPEN AIR BUILDING  
RR CONNECTION

PROPOSED MULTISE PATH

PROPOSED PEDESTRIAN RAIL CROSSING

GORHAM  
SAVINGS BANK

VILLAGE GREEN PARK

MAIN ST.

# RAILROAD SQUARE, YARMOUTH - PROPOSED PEDESTRIAN RAIL CROSSING

1 INCH = 45 FT. +/-

01/2021

**EXHIBIT 2**

**DRAFT HOA DOCUMENTS –REV.1**



**DECLARATION OF  
EASEMENTS, RESTRICTIONS AND COVENANTS FOR  
RAILROAD SQUARE AT YARMOUTH VILLAGE**

WHEREAS, [Railroad Square Associates, LLC], a Maine limited liability company with a business address of [48 Railroad Square, Yarmouth, Maine 04096] (the “**Declarant**”), owns certain real property in the Town of Yarmouth, Cumberland County, Maine, as shown on a plan identified as “Plan of Subdivision, Railroad Square, Yarmouth, Maine,” prepared for Railroad Square Associates, LLC, dated \_\_\_\_\_, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the “**Plan**” or “**Subdivision Plan**”), and which property is more particularly described in Exhibit A attached hereto (hereinafter the “**Property**”); and

WHEREAS, the Declarant desires to develop the Property as a mixed-use subdivision to be known as the “Railroad Square at Yarmouth Village Subdivision” (the “**Subdivision**”) and that certain easements, restrictions and covenants be imposed upon the Property for the protection of the Declarant and Owners of the lots in the Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are intended for the purpose of protecting the value and desirability of the said Property. Each of these easements, restrictions, covenants and conditions shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof.

**ARTICLE I  
DEFINITIONS**

**1.1** “**Association**” shall mean the **Railroad Square at Yarmouth Village Association**, its successors and assigns.

**1.2** “**Common Expenses**” shall mean any expenses incurred by the Association for the care of the Common Property, if any, or for expenses common to the Association. These may include, but shall not be limited to, any landscaping, snow removal, road maintenance, garbage removal, detention pond maintenance, stormwater control improvements, common utilities, general repairs, insurance, equipment and supply expenses, overhead and other expenses deemed necessary or appropriate by the Association. Insurance shall include casualty and liability insurance for any Common Property.

**1.3** “**Common Property**” shall mean the real property (including the improvements thereon), if any, for the common use and enjoyment of the Owners as identified on the Plan. Without limiting the foregoing and subject to the terms of Article V, the Common Property shall include (i) the areas depicted on the Plan as Civic Plaza A, Civic Plaza D, and Civic Square F (the “**Common Space**”); (ii) the private right-of-way identified on the Plan as “Railroad Square” (hereinafter “**Railroad Square**”) including any sidewalks or other improvements within the right of way, which shall remain a private way unless accepted by the Town of Yarmouth as a public street in accordance with Section 5.2; (iii) all privately owned utilities and related improvements located within the Property; (iv) the drainage and stormwater control improvements, easements and facilities at the Property, whether located on any part of the Common Space or located on a Lot and whether or not shown on the Plan (the “**Stormwater Improvements**”); (v) the areas shown on the Plan as “Passage A”, “Passage B”, Passage E and “Passage G” (collectively the “**Public Passages**”); and (vi) the paved parking area within Lot 3 (the “**Lot 3 Common Parking**”).

1.4 “**Declarant**” shall mean **Railroad Square Associates, LLC**, its successors and assigns.

1.5 “**Executive Board**” means the board of directors of the Association, whether such directors are appointed by the Declarant or elected by the Owners, as the case may be. Subject to, and as limited by, the terms of this Declaration and the bylaws of the Association, the Executive Board shall have the authority to manage the business and affairs of the Association, to assess and collect common expenses, to enforce the terms of this Declaration and any reasonable rules adopted by the Executive Board with regard to the Property, the Lots or the Common Property, and to exercise such other powers and authority as are granted to a board of directors by the Maine Nonprofit Corporation Act, any successor act, or other applicable law. Any reference herein to the act or action of the “Association” shall mean the act or action of the Executive Board unless such reference expressly indicates it means the act or action of the *members* of the Association, being the owners of the Lots.

1.6 “**Lot**” shall mean any of Lots 1 through 7 shown on the Plan and “**Lots**” shall mean all of such Lots.

1.7 “**Owner**” shall mean the record owner or owners of the fee simple title to any Lot that is part of the Property. It shall not include mortgagees until such time as title is transferred by deed. Each Lot shall be deemed to have one owner for voting purposes, regardless of the number of actual owners.

1.8 “**Property**” shall mean all of that certain real property described in Exhibit A, which is attached hereto and made a part hereof, and such additional real property as may hereafter be brought under the jurisdiction of the Association by purchase, gift or devise.

1.9 “**Utility Easement Plan**” shall mean that certain plan dated \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, and depicting the utility easements and other easements affecting the Property.

## **ARTICLE II**

### **COVENANTS AND RESTRICTIONS FOR USE OF PROPERTY**

2.1 **Residential and Commercial Use of Lots.** The Lots and any structures erected thereon are subject to the terms and conditions shown on the Plan and further subject to the following restrictions on use:

A. Lot 1. Use of Lot 1 shall be restricted to commercial use as an arts facility, event space, retail, restaurant, community facility or similar non-residential uses.

B. Lot 2. Use of Lot 2 shall be restricted to a mix of general commercial, retail, restaurant, office or related uses on the street level and up to seven dwelling units on the upper levels of any structure built on Lot 2.

C. Lot 3. Use of Lot 3 shall be restricted to a mix of general commercial, retail, restaurant, office or related uses on the street level and up to three dwelling units on the upper level of any structure built on Lot 3.

D. Lot 4. Use of Lot 4 shall be restricted to multifamily, residential use and related accessory uses primarily for persons 55 years of age and older with up to a total of thirty dwelling units in any structures built on Lot 4. Any dwelling units built within Lot 4 shall comply with the conditions set forth on Exhibit C.

E. Lot 5. Use of Lot 5 shall be restricted to multifamily, residential use and related accessory uses primarily for persons 55 years of age and older with up to a total of fifteen dwelling units in any structures built on Lot 5. Any dwelling units built within Lot 5 shall comply with the conditions set forth on Exhibit C.

F. Lot 6. Use of Lot 6 shall be restricted to townhouse or carriage-house style attached homes for residential use and related accessory uses primarily for persons 55 years of age and older with up to a total of three dwelling units in any structures built on Lot 6. Any dwelling units built within Lot 6 shall comply with the conditions set forth on Exhibit C.

G. Lot 7. Use of Lot 7 shall be restricted to townhouse or carriage-house style attached homes for residential use and related accessory uses primarily for persons 55 years of age and older with up to a total of three dwelling units in any structures built on Lot 7. Any dwelling units built within Lot 7 shall comply with the conditions set forth on Exhibit C.

**2.2 Structures, Size, Building Height.** Each structure built on a Lot shall be built in conformance with the requirements shown on the Plan and any applicable zoning or land use regulations and any applicable subdivision or site plan permits (collectively the “**Applicable Laws**”).

**2.3 Further Subdivision.** Except as provided for the creation of multiple dwelling units as permitted by Section 2.1 above, or as provided in Article XI herein, no Lot or parcel of land within the subdivision shall be further subdivided in any manner without the written consent of a majority of Lot owners. Any further subdivision of a Lot is only permitted in accordance with the Applicable Laws.

**2.4 Animals.** No livestock, poultry or other non-domestic animals shall be permitted to be kept or maintained on any Lot.

**2.5 Temporary Structures.** No house trailers, campers, motor homes, tents or other forms of temporary residence of any type or description shall be used for habitation on any Lot on a regular or extended basis.

**2.6 Storage of Materials, Quiet Enjoyment.** No junk material, junk vehicles, stumps, trash, or similar waste items, or any hazardous or dangerous materials shall be stored on any Lot except for de minimis amounts kept in compliance with applicable law and used in connection with any permitted use of a Lot (such as cleaning solutions used in a restaurant setting). Owners shall not conduct any hazardous, noxious, dangerous, offensive, or noisy activity that unreasonably interferes with any other Owner's quiet enjoyment its Lot.

**2.7 Grounds Maintenance, Trash.** No dead trees or other unsightly growth shall be permitted to remain on any part of a Lot on a regular or extended basis and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of a Lot on a regular or extended basis. No lumber, metal, bulk materials, garbage, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot unless it is kept or stored in sanitary containers, except for building materials used during the course of construction of any structure permitted by the terms of this Declaration. During the construction of any improvement on a Lot the Owner shall keep, or cause to be kept, the construction site reasonably free of rubbish and scrap, and construction materials and trailers employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and recurring basis may be placed on or near the street adjacent to

a Lot in an approved container on any day that a pick-up is to be made provided, however, that all trash, rubbish, recycling materials, and compostable materials shall be disposed of in accordance with all applicable Town of Yarmouth regulations for the disposal of such materials. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property.

**2.8 Signs.** No sign of any nature or description shall be displayed or placed upon any part of the Property or any Lots except a sign permitted by applicable Town of Yarmouth ordinance. No sign displayed or placed on the exterior of any building or other structure on a Lot larger than two square feet may have internal illumination.

**2.9 Utility Lines.** No lines or wires for the transmission of current, cable television signals, internet data or for telephone use shall be constructed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building.

**2.10 Antenna.** No antennas, satellite dishes or radio towers shall be allowed unless screened from view from the road and all Lots, and painted or constructed so that they blend into the background against which they are mounted. All antennas and towers must comply with all local building and zoning ordinances and generally accepted safety standards, and shall not be located within any setbacks or buffer areas as described on the Plan. Satellite dishes mounted on dwellings or auxiliary structures shall be one meter (39.37") or less in diameter.

**2.11 No Short-Term Rentals.** No residential dwelling unit built on any Lot shall be used for non-owner occupied, short-term rentals. For purposes of this paragraph, a non-owner occupied, short-term rental is any rental, lease or similar occupancy agreement permitting use or occupancy of a dwelling unit for a period of time of less than thirty (30) consecutive days and without the owner of the dwelling unit also being present in the it during the rental term.

**2.12 No Invasive Species Allowed; Native Species Preferred.** No species of plants, shrubs or trees considered to be invasive by the Maine Department of Agriculture, Conservation and Forestry (the "DACF") shall be planted on any Lot or Common Property. Whether a species is considered invasive shall be determined with reference to the most recent "Advisory List of Invasive Plants" or similar list published by the DACF or its successor administrative agency. Whenever possible, species of plants, shrubs and trees *native to Maine* shall be used in all landscaping and plantings installed or maintained on any Lot or Common Property, provided that lawn grasses and vegetables planted in vegetable growing areas shall not be required to satisfy this requirement.

**2.13 Private Sewer Pump Station.** The sewer pump station serving Lots 4 and 5, the backup emergency power source providing backup power for said sewer pump, the common sewer line from such sewer pump station to the public sewer line within Railroad Square, and all related fixtures equipment and improvements, shall be owned, installed, maintained, repaired and replaced by the Owners of Lots 4 and 5. The costs for the installation, maintenance, repair and replacement of such private sewer pump and related improvements shall be paid solely by the Owners of Lots 4 and 5 and shall be allocated between such Lots on a pro-rata basis with regard to the number of dwelling units on each Lot. The sewer pump station shall include a backup generator or equivalent emergency power source and meet the design, operation and maintenance requirements specified on Note \_\_\_\_\_ of the Plan.

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**ARTICLE III**  
**OWNERS' RIGHT TO USE COMMON PROPERTY**

**3.1** Subject to ownership and rights described in Article XI, every Owner of a Lot shall have a non-exclusive perpetual easement and right for the use and quiet enjoyment of the Common Property of the Association, and for access thereto, as hereinafter described. Said right of use shall be appurtenant to the Owner's Lot and shall pass with title to every Lot, subject only to the following provisions:

(a) the right of the Association to impose annual maintenance and insurance charges to the Owners;

(b) the right of the Association to dedicate, sell or transfer all or any part of the Common Property to the Town of Yarmouth for public use by residents of the Town. The Owners as herein provided shall approve such a transfer, sale or dedication; and

(c) any rights, easements, encumbrances, covenants, restrictions, or Declarant rights, easements, or reservations as described in this Declaration or otherwise shown on the Plan.

**3.2** The Association may suspend the right of any Owner to use the Common Property in the event that any Owner fails to make any payments for Assessments as described herein; excepting, however, that in no event shall any such suspension endanger the health or safety of an Owner or deny access of an Owner to his or her dwelling. Rights of use shall be reinstated upon payment in full of any past due amount.

**ARTICLE IV**  
**OWNERS' ASSOCIATION**

**4.1 Association.** Prior to the sale of the first Lot, the Declarant shall have formed the **Railroad Square at Yarmouth Village Association**, a non-profit, non-stock corporation organized under the laws of the State of Maine. Each owner of a Lot shall automatically become and be a member of the Association as long as said Owner continues as owner of a Lot. If a Lot is subdivided into a condominium form of ownership, the association of the owners of such Lot shall be the member of the Association instead of each individual condominium unit owner. Upon termination of an Owner's interest in a Lot, the Owner's membership and any interest in the Association shall automatically terminate and transfer and inure to the next successive owner of the Lot. Each owner of a Lot shall be bound by the bylaws of the Association, as same may be amended from time to time, and each Owner of a Lot shall comply strictly with said bylaws of the Association. No holder of a mortgage of a Lot shall be considered as a Lot owner until such holder shall acquire title to a Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot.

**4.2 Voting.** Each Owner shall be entitled to cast one (1) vote upon any matter requiring approval of the members of the Association, as more particularly set forth in the bylaws of the Association. This shall apply regardless of any difference in Lot size or value. Any Owner who owns more than one (1) Lot may cast one (1) vote for each such Lot. With respect to any Lot owned by a corporation or business entity, the officer or appointed agent shall cast the vote for such Lot. For sake of clarity, in accordance with Section 1.7, any Lot with multiple owners shall have only one vote.

**4.3 Notice.** Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days nor more than sixty (60) days prior to the scheduled date. A quorum shall be necessary for the



transaction of business and shall be deemed to exist if a majority of the Owners are present in person or by proxy. Proxy voting shall be permitted in accordance with the bylaws. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all Members.

**4.4 Majority Voting.** To take effect, and except as otherwise expressly required herein, any matter brought before the members of the Association must be approved by a majority (i.e., more than 50%) of those Owners who are present and voting. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

**4.5 Rules and Regulations.** The Executive Board of the Association shall have the power to adopt reasonable rules and regulations concerning the Property, the Lots, and the use thereof, which rules and regulations shall be binding upon the Owners. Notwithstanding the authority of the Executive Board to adopt such rules and regulations, any such rules and regulations may not conflict with the terms of this Declaration and in the event of any such conflict, the terms of this Declaration shall control.

## **ARTICLE V**

### **COMMON PROPERTY**

**5.1 Turnover of Common Property.** Initially, the Declarant shall be responsible for the performance of construction, snow plowing and maintenance of the Common Property including, but not limited to, Railroad Square and the Stormwater Improvements. After completion of construction of such Common Property, the Declarant shall have the right to convey the Common Property in whole or in part as follows: (i) to the Association by Quit-Claim (Release) Deed, which shall be accepted by the Association, or (ii) to the Town of Yarmouth, by deed approved by the Town and upon such terms and conditions as may be required by the Town and any applicable ordinances and regulations; and upon such conveyance the obligations and responsibilities of Declarant with respect to the Common Property conveyed by said deed shall terminate and cease.

**5.2 Maintenance of Common Property.** The Declarant shall be responsible for the performance of the maintenance, repair and improvement of any Common Property, until such time as such Common Property is conveyed, in whole or in part, to the Association or the Town of Yarmouth as provided hereinabove. Liability for the costs and expenses relating to such maintenance, repairs, and improvements is set forth in Article VI. As of and after the date on which Declarant shall convey any Common Property to the Association or the Town of Yarmouth, and with respect to any other Common Property that the Association may otherwise own or acquire:

(a) The Association shall perform and be responsible for maintenance of the Common Property including the maintenance, resurfacing, improvement, clearing and repair of Railroad Square, and snow removal, for payment of any real estate taxes assessed thereon, for any inspections or maintenance required for the Stormwater Facilities, and for the costs of labor, equipment, materials and management relating to the Common Property and supervision thereof. Assessments by the Association upon the Lots and the Owners thereof shall be used exclusively for the aforesaid purposes and for such other purposes as shall be permitted by the bylaws of the Association.

(b) In the event that the Town of Yarmouth or any other public authority agrees to accept Railroad Square or any other part of or all of the Common Property as public and agrees to assume

the responsibilities and costs for maintenance thereof, the Association shall convey the title and such easements as are appropriate to such public authority as may be reasonably required by such public authority.

## **ARTICLE VI**

### **ASSESSMENTS**

**6.1 Assessments for Common Expenses, Budget.** Except as otherwise provided herein, at all times, regardless of the record ownership of the Common Property, each Lot shall be liable for a pro-rata share of the Common Expenses (including, but not limited to expenses and costs relating to the Common Property), which share shall be a percentage calculated by dividing the finished floor area of the buildings on each Lot (measured by square foot) by the total finished floor area of the buildings on all Lots. For purposes of this calculation, floor area shall be determined based upon the finished floor area reflected in the assessing records of the Town of Yarmouth. No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Executive Board shall estimate the Common Expenses for the following calendar year and shall present such estimate to the members at their Annual Meeting as the proposed budget for such calendar year. Unless otherwise provided in the Association's bylaws, the budget shall be proposed for approval by the members of the Association at their Annual Meeting to be held each year in the month of August, or such other month as may be determined by the Executive Board, prior to the commencement of the calendar year to which the estimated budget of Common Expenses applies, and the proposed budget shall be deemed approved and ratified by the members unless it is rejected by a vote of a majority of all the members of the Association, regardless of whether a quorum is present. Notwithstanding any terms herein to the contrary, with respect to any Lot owned by the Declarant, the Declarant shall not be liable for any share of Common Expenses allocated to such Lot, nor shall the Declarant be required to pay any share of Common Expenses allocated to such Lot, until the earlier of: (i) the date on which a Certificate of Occupancy is issued for a dwelling on any such Lot, or (ii) the date occurring five (5) years after the recording of this Declaration.

**6.2 Billing of Assessments.** Unless otherwise approved by the Executive Board, all assessments shall be billed annually no later than the first day of February for each calendar year by the Treasurer of the Association. All sums so assessed and billed shall become due no later than thirty (30) days after the date of mailing or delivery of each such bill, and if not so paid when due shall bear interest at a rate of twelve percent (12%) per annum. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Lots owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying such assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as part of the Common Expenses for such year; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses of the Association, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense of the Association.

**6.3 Special Assessments.** The Executive Board of the Association may from time to time at special meetings levy additional assessments, subject to providing prior notice to the Owners of such special meeting and proposed additional assessment. Any such additional assessment proposed and approved by the Executive Board shall be deemed approved by the Owners unless the same is rejected at such special meeting by a majority of all Owners.

**6.4 Lien.** Assessments authorized and billed by the Association shall be a charge on the Lot and, until paid, shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to a Lot Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with costs of collection, interest, and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot Owner which lien shall bind the Lot with the buildings and improvements thereon as well as the delinquent Lot Owner, his heirs, devisees, successors, personal representatives, and assigns. Said lien may be enforced in the same manner as a lien for assessments against condominium units provided in the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended, or any successor provision to such law. Said lien for unpaid assessments shall be prior to all liens and encumbrances on the Lot other than the first mortgage recorded prior to the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or charges against the Lot. All such charges, in addition to being a lien, shall also constitute the personal liability of the owner of the Lot so assessed at the time of assessment.

## **ARTICLE VII**

### **ADDITIONAL EASEMENTS, COVENANTS, RESTRICTIONS**

**7.1 Matters shown on Plans or described in Exhibit A.** The Lots and Common Property are subject to all terms, easements, rights, restrictions, drainage easements, utility easements, transformer easements, grading easements, and other easements as depicted on the Utility Easement Plan, the Plan and/or included in Exhibit A, regardless of whether such terms and conditions are expressly referenced herein or recorded in the registry of deeds.

**7.2 Subdivision Access Road Easement.** The Owners of the Lots shall have a non-exclusive, perpetual easement for ingress and egress over Railroad Square as shown on the Plan.

**7.3 Inspection and Maintenance Plan for Drainage/Stormwater Facilities.** With respect to the Stormwater Facilities, the performance of the Inspection and Maintenance Plan for Stormwater Facilities, attached hereto as Exhibit B, shall be the responsibility of the Association in perpetuity, unless such responsibility is otherwise assumed by the Town of Yarmouth in connection with the conveyance of Common Property to the Town as set forth in Article 5.

**7.4 Stormwater Facilities Easement; Drainage Easements.** The Association shall have a non-exclusive, perpetual easement to inspect, repair, maintain and replace the Stormwater Facilities, to the extent the same are located on a Lot and not within the Common Property. The Association shall have a non-exclusive, perpetual easement in the stormwater easement and/or drainage easement areas depicted on the Plan (the "Drainage Easements") to allow the flowage of surface water over and across the Drainage Easement areas as depicted on the Plan. The Drainage Easements burden the affected Lots and the Common Property as shown on the Plan and are for the benefit of the other Lots and the Common Property.

**7.5 Public Access; Public Passages; Lot 1 Sidewalk Easement.** Railroad Square, the Public Passages shown on the Plan, the pedestrian walkway shown on Lot 4 and the Sidewalk Easement shown on Lot 1 are subject to an easement in favor of the Town of Yarmouth and the public in general between the hours of 6AM and 10PM for pedestrian and non-motorized vehicular ingress and egress to and from the Property and other adjacent public and private properties, provided the Association shall have no obligation to maintain such areas for public use or access or to keep the same clear for passage.

**7.6 Common Parking.** The Owners shall have a non-exclusive, perpetual easement to park in striped parking spaces along Railroad Square and within the Lot 3 Common Parking together with a non-exclusive, perpetual easement in favor of Lots 1, 2 and 4-7 over the driveway located on Lot 3 for ingress and egress to and from the Lot 3 Common Parking. Lot 3 is subject to an easement in favor of the Owners of the other Lots for parking within the marked parking spaces in the parking area on Lot 3, provided the Owner of Lot 3 may designate up to 5 parking spaces for the exclusive use of the owners, tenants or guests of the Lot 3 Owner.

**7.7 298 Parking Lease.** Lot 3 and Passage C are subject to the terms of that certain Long Term Parking Lease for the benefit of the owners of units in the condominium located at 298 Main Street, Yarmouth, Maine.

**7.8 Lot 4 Access Easement over Lot 5.** Lot 5 is subject to a non-exclusive, perpetual easement in favor of Lot 4 for pedestrian and vehicular ingress and egress to and from Lot 4 in the location of the driveway shown on the Plan.

**7.9 Lots 4 and 5 Access Easement over Lot 7.** Lot 7 is subject to a non-exclusive, perpetual easement in favor of Lots 4 and 5 for pedestrian and vehicular ingress and egress to and from Lots 4 and 5 in the location of the driveway shown on the Plan.

**7.10 Lots 4 and 5 Sewer Easement Passage G.** That portion of the Common Property shown on the Plan as Passage G is subject to a non-exclusive, perpetual easement in favor of Lots 4 and 5 for the installation, maintenance, repair and replacement of a below-ground sewer pump station, force main sewer line, and all fixtures, equipment, plumbing or electrical components, and all other improvements necessary or convenient for the provision of sewer service for Lots 4 and 5, all in the location of the Sewer Pump Station Easement as shown on Passage G on the Plan. This includes the right to install underground sewer lines within Passage G to (i) connect the sewer lines on Lots 4 and 5 to the sewer pump station and (ii) connect the sewer pump station to the public sewer line located within Railroad Square.

**7.11 Backup Power Source Easement.** Lot \_\_\_\_\_ is subject to a non-exclusive, perpetual easement in favor of Lot \_\_\_\_\_ for the installation, maintenance, repair and replacement of a backup power source to provide backup power to the private sewer pump serving Lots 4 and 5 together with the right to install all fixtures, fuel storage tanks, generator equipment, inverters, batteries, plumbing or electrical components necessary to connect the backup power source to the private sewer pump. For sake of clarity, the backup power source may be a generator driven by an internal combustion engine, a battery bank or other energy generating or energy storing technology. The backup power source easement area shall be located in the below-ground parking area located under the building on Lot \_\_\_\_\_, in a location to be agreed upon by the owners of Lots 4 and 5.

**7.12 State Stormwater Permit.** The Property is subject to the terms of that State of Maine Stormwater Law Permit dated \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page.

Deleted: Lot ____
Deleted: over Lot ____, Lot ____
Deleted: Lot ____
Deleted: or
Deleted: Lot _____,
Deleted: sewer pump station easement
Deleted: on Lot _____
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## ARTICLE VIII

### CONSTRUCTION – COVENANTS RUNNING WITH THE LAND

These easements, restrictions and covenants are imposed as part of a general scheme for the protection and benefit of Declarant and each subsequent owner of a Lot in the Subdivision. All present or future Owners of Lots are subject to the terms and provisions contained or referred

to in this Declaration. The acceptance of a Deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every Deed or conveyance of a Lot.

#### **ARTICLE IX** **AMENDMENTS**

Until such time as the Declarant has transferred more than seventy-five percent (75%) of the Lots to Owners other than the Declarant, the Declarant may amend this Declaration from time to time by instrument recorded in the Cumberland County Registry of Deeds. Thereafter, this Declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of seventy-five (75%) percent or more of the Lots and by the mortgagees of such Owners, but consent or execution by such mortgagees shall only be required if such mortgagees have provided prior written notice to the Association that such mortgagee desires to vote on amendments to this Declaration. Any such amendment shall be effective when recorded in the Cumberland County Registry of Deeds. Notwithstanding anything else herein to the contrary, no amendment to this Declaration shall be effective until the same has been approved in writing by the Town of Yarmouth Planning Department or any successor administrative agency to it.

#### **ARTICLE X** **ENFORCEMENT, WAIVER**

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so hereafter. In addition to those otherwise provided by law, enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies: (a) In any legal action filed by the Declarant or the Association against another party alleged to be in breach of the terms of this Declaration, the Declarant or the Association, if it prevails, shall be entitled to an award by the cost of reasonable attorneys' fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a cost may determine; and (b) the right of the Association to file in the appropriate Registry of Deeds a lien notice stating any violation of the covenants in this Declaration or non-payment of assessments due hereunder which are determined to exist by the Executive Board of the Association. The Association shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing.

#### **ARTICLE XI** **RIGHTS AND RESERVATIONS OF DECLARANT**

Until the construction, marketing, and sale of all Lots is completed, and subject to all applicable zoning and land use requirements of the Town of Yarmouth, the Declarant reserves the right to:

(a) Change the size, number and location of Lots, drainage or stormwater easements, road right-of-ways, and other improvements; and the size, layout, and location of any Lot that has

not been sold by the Declarant or is not under contract to be sold by the Declarant. The change or changes shall be effective upon the recording of an amendment to this Declaration and/or the filing of modified subdivision Plan by the Declarant indicating the changes made.

(b) Locate on the premises, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, data, telephone, fuel oil, natural gas, and sewer.

(c) Connect with and make use of utility lines, wires, pipes, and conduits, located on the property, for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) Place "For Sale" signs or other signs to aid in the marketing of the Lots and buildings thereon.

(e) Appoint and remove the officers of the Association and members of the Executive Board and veto any action of the Association or the Executive Board, in accordance with the provisions of the bylaws. The Declarant shall relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify or veto any action of the Association, its Executive Board or the majority of Lot Owners, and control of the Owner's Association shall pass to the Owners of Lots within the project not later than the earlier of the following: the date on which seventy-five percent (75%) of the Lots have been conveyed to purchasers, or seven (7) years from the date of conveyance of the first Lot to an Owner other than the Declarant, or nine (9) years from the date of recording hereof. The requirements of this paragraph shall not affect the Declarant's rights, as a Lot Owner, to exercise the votes allocated to Lot(s) owned by the Declarant.

(f) With respect to its marketing of Lots, to use any Common Property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishing thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

(g) To go upon any and all of the Property, Common Property, or Lots for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Lots, Common Property or related improvements, or for purposes of enforcing the terms of this Declaration. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**12.1 Headings.** The headings used in this Declaration are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**12.2 Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Association which this Declaration is intended to create.

**12.3 Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

**12.4 Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Association.

**12.5 Effective Date.** This Declaration shall become effective when it and the Plan have been recorded.

**12.6 Notices.** All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by electronic mail (email), sent with delivery confirmation, to the email address maintained in the records of the Association; (iii) or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association. Any notice or other communications required or permitted to be given to Declarant under or in connection with this Declaration shall be addressed to Railroad Square Associates, LLC, 48 Railroad Square, Yarmouth, ME 04096, or such other address as the Declarant or a successor to the Declarant may provide by written notice to the Owners or the Association.

**12.7 Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration.

**12.8 Pronouns.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

**12.9 Assignment.** The Declarant may transfer and assign its rights and obligations under this Declaration to another party, and after the date of such transfer and assignment the transferee or assignee shall be deemed the Declarant for all purposes hereunder.

**12.10 Disputes.** In any dispute between one or more Owners and the Declarant regarding the Common Property or the Association, the Executive Board shall act for the Owners, and any agreement with respect thereto by the Executive Board shall be conclusive and binding upon the Owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Lot owners on the other hand, arising out of or relating to the Common Property, the Lots, this Declaration, the bylaws, or the deed to any Lot or the breach of the terms thereof, or the course of dealing between any Lot owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a

deed, shall first be submitted to mediation with a third-party mediator selected by agreement of the parties. If the parties cannot agree on a mediator or the matter is not resolved in mediation, the matter shall be decided by binding arbitration in accordance with Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise in writing, and which Arbitration shall take place in Portland, Maine. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

*Signatures on Next Page*



WITNESS, the undersigned \_\_\_\_\_, the authorized Manager of Railroad Square Associates, LLC, hereunto set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Railroad Square Associates, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its: Manager

STATE OF MAINE  
COUNTY: CUMBERLAND, SS

Then personally appeared the above-named \_\_\_\_\_ as Manager of Railroad Square Associates, LLC, this \_\_\_\_\_ day of \_\_\_\_\_ 2022, and acknowledged the foregoing to be his/her free act and deed in said capacity, and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**

TO BE PROVIDED BY SURVEYOR

**EXHIBIT B**  
**Railroad Square at Yarmouth Village**  
**Railroad Square and Main Street, Yarmouth, Maine**  
**Stormwater Maintenance Plan**

The procedures outlined in this inspection and maintenance plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the "Maine Erosion and Sedimentation Control BMP" manual and/or the "Stormwater Management for Maine: Best Management Practices" manual as published by the Maine Department of Environmental Protection (MDEP).

1. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of controls. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. A sample "Stormwater Inspection and Maintenance Form" has been included as Attachment 1 of this Inspection, Maintenance, and Housekeeping Plan.
2. **Recertification:** A qualified post-construction stormwater inspector hired by the person having control over post-construction BMPs shall provide on or by June 30 of each year a completed and signed certification to the enforcement authority in a form provided by the municipality, certifying that the post-construction BMPs have been inspected and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the post construction BMPs and if the post-construction BMPs require maintenance or repair of deficiencies in order to function as intended by the approved post-construction stormwater management plan, that person shall provide a record of the required maintenance or deficiency and corrective action (s) taken.

**MDEP Recertification:**

Additionally, a certification of the following must also be submitted to the Maine Department of Environmental Protection (MDEP) within three months of the expiration of each five-year interval from the date of issuance of MDEP permits.

- A. Identification and repair of erosion problems. 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. Inspection and repair of stormwater control system. All aspects of the stormwater control system 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.

- 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.
3. **Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system. If a municipality or quasi-municipal district chooses to accept a stormwater management system, or a component of a stormwater system, it must provide a letter to the MDEP stating that it assumes responsibility for the system. The letter must specify the components of the system for which the municipality or district will assume responsibility, and that the municipality or district agrees to maintain those components of the system in compliance with MDEP standards. Upon such assumption of responsibility, and approval by the MDEP, the municipality, quasi-municipal district, or association becomes a co-permittee for this purpose only and must comply with all terms and conditions of the permit.

#### **Post Construction**

- 1. **Inspection:** After construction, it is the responsibility of the owner/HOA or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions in all applicable permits, shall conduct the inspections.
- 2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction.

#### **Ditches, Swales, and Riprap Aprons**

Open swales and ditches shall be inspected on a monthly basis or after a major rainfall event to assure that debris and/or sediments do not reduce the effectiveness of the system. Debris shall be removed at that time. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper function. Maintenance shall include, but not be limited to, mowing, trimming and removal vegetation in the ditches as required to prevent vegetation from blocking or diverting storm flows, replacement of riprap channel lining to prevent scour of the channel invert, removing vegetation and debris from the culverts.

Vegetated ditches should be mowed at least three times during the growing season. Larger brush or trees must not be allowed to become established in the channel. Any areas where the vegetation fails will be subject to erosion and should be reseeded and mulched immediately.

Riprap ditches and aprons where stone is displaced should be replaced and chinked to assure stability. With time, additional riprap may be added. Vegetation growing through riprap and accumulated sediments and debris should be removed on a bi-annual basis.

#### **Drainage Pipes, Catch Basins, Drain Manholes and Culverts**

Culverts and piped drainage systems including all structures (catch basins, manholes, etc.) shall be inspected on an annual basis to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the pipe inlet and outlet. Sediment should be removed when its level exceeds 20% of the pipe diameter. This may be accomplished by hydraulic flushing or any mechanical means; however, care should be taken to contain the sediment at the pipe outlet, and not flush the sediments into the detention/infiltration pond areas as this will reduce the ponds capacity and ability to infiltrate runoff, and will hasten the time when the pond must be cleaned/rehabilitated.

#### **Driveways, Walkways and Paved Areas**

Accumulations of winter sand along paved surfaces shall be cleared at least once a year, preferably in the spring, to minimize transportation of sediment during rainfall events. Accumulations on pavement may be removed by pavement sweeping.

#### **Underdrained Soil Filter –Lots 4-5**

Inspections of the underdrained filter shall be conducted on a semi-annual basis and following significant rainfall events. Delayed or poor maintenance practices can result in loss of treatment capacity. Records should be kept of all maintenance operations to help plan future work and identify problem areas.

The basin embankments should be maintained to preserve their integrity including, but not limited to, vegetation maintenance (mowing, control of woody vegetation), rodent control, erosion control and repair, and outlet control structure maintenance and repair. The embankment should be inspected annually for erosion or destabilization of side slopes, embankment settling and other signs of overttop structural failure.

Basin plantings, and vegetation should be maintained on a quarterly basis. Regular maintenance activities should include cutting back shrub plantings where necessary to prevent excessive woody growth, removal of dead vegetation and re-planting to maintain good cover and root spread. Shrub or grass clippings should be removed to minimize the amount of organic material accumulation in the basin.

Sediment and debris should be removed from the sediment forebay at least annually, where applicable.

Bioretention cells and underdrained filters shall not be used for snow storage area. Snow storage should be sited so that snow melt flows to a pretreatment BMP before reaching the infiltration area.

Vehicular equipment used to maintain or rehabilitate the basins should work from the cell perimeter and not enter the basin floor area, as this would compact the soil surface and reduce infiltration.

The surface of the basins may clog with fine sediments over time. Maintenance of good plant or grass cover should minimize this; however, if ponded runoff does not infiltrate within 48 hours, rototilling the top of the soil bed may be required to reestablish the soils infiltration capacity.

#### **Roof Drip line Filters – Lot Buildings**

Inspections of the filtering drip strips shall be undertaken on a quarterly basis and following significant rainfall events. The surface stone should be inspected for evidence of displacement, or erosion. Any accumulated debris, leaves, or loose vegetative matter should be removed from the surface to prevent clogging of the void space. The areas adjacent to the filtering drip strips should be inspected for erosion or bare soil that could migrate into the stone or filter media. Evidence of standing water, or poorly draining media should be noted as this may indicate the need for replacement of the materials.

#### **Pervious Surfaces –Civic Plaza A, Thoroughfare 2, Lot 3,**

Pervious surfaces and pavement, whether asphalt, concrete or paving stones, have the potential to become impervious if not properly maintained. The following need to be planned for and be met:

Frequent inspections are performed during the first few months following construction. Then, the system is inspected routinely on an annual basis. Inspections should be made after significant storm events to check for surface ponding that could indicate failure due to clogging. Non-routine maintenance may require reconstruction of the surface treatment, and possibly the filter and reservoir layers, to relieve major clogging.

Prevent sedimentation due to the erosion of areas upgradient the pervious pavement structures.

Prevent vehicles with muddy wheels from accessing onto areas intended for pervious pavement.

**All pervious pavers/pavement shall be swept twice a year with a regenerative air vacuum sweeper.** Mechanical and traditional vacuum sweepers are not acceptable.

Limit salt use for deicing, and do not use sand.

Remove leaves and organic debris in the fall.

Measures should be taken to ensure that an area designed to be porous does not receive a future overlay of conventional non-porous paving.

#### **Subsurface Sand Filter –Thoroughfare 4**

A legal agreement between the owner/HOA and an approved maintenance operator (ACF Environmental or approved equal) should identify the responsible inspector, all inspection and maintenance tasks, and all financial obligations.

Cleaning of the pretreatment device should be performed as identified by the entity holding the maintenance contractual agreement. A routine but specific inspection schedule needs to be identified for every site based on site variables such as anticipated pollutant load, percent imperviousness, land use (i.e. road, industrial, commercial, residential), etc.

The filter should be draining within 48 hours following a one-inch storm or greater. If the system drains too fast, an orifice may need to be added on the underdrain outlet or may need to be modified if already present.

The pretreatment structure must be cleaned when necessary.

**Reporting:**

The responsible party shall maintain records/logs of all inspections in an electronic format and provide an annual report to the Town of Yarmouth in accordance with their specific MS4 reporting requirements. Refer to the Town Engineer and the MS4 Stormwater Management Plan located at the following link for specific annual reporting requirements. Sample inspection logs are attached as *Exhibit A*.

[https://yarmouth.me.us/vertical/sites/%7B27541806-6670-456D-9204-5443DC558F94%7D/uploads/Yarm\\_2022\\_MS4StormwaterPlan2021\\_03\\_\(1\).pdf](https://yarmouth.me.us/vertical/sites/%7B27541806-6670-456D-9204-5443DC558F94%7D/uploads/Yarm_2022_MS4StormwaterPlan2021_03_(1).pdf)

**EXHIBIT C**  
**Railroad Square at Yarmouth Village**

**Age 55 or Over Restrictions for Lots 4, 5, 6 and 7**

All dwelling units built on Lots 4, 5, 6, and 7 (the "55+ Units") must be occupied by at least one person 55 years of age or older at all times, excepting only: (1) units which provide housing for persons essential to the operation of the 55+ Units or persons who provide medical care or home assistance/care for other residents of such units; and (2) with respect to units in which the sole age 55 occupant has died or has been forced to vacate his or her occupancy for medical reasons leaving only persons under age 55 in occupancy, such persons may remain in occupancy of the unit for up to twelve (12) months following the death or termination of occupancy for medical reasons. Notwithstanding the foregoing exceptions, in any event at least 80% of the 55+ Units shall be occupied by persons aged 55 or older at all times.

The Association shall establish rules and regulations implementing these requirements, which shall be binding on all owners of the 55+ Units and upon any tenants of such units. The Association may delegate this rulemaking obligation to any condominium association established in connection with the development of 55+ Units. These restrictions shall be interpreted so as to comply with the "Housing for Older Persons Act 1995, Pub. L. No.104-76, 109 Stat. 787", the regulations promulgated thereunder at 24 C.F.R. § 100.304.

All owners and occupants of the 55+ Units shall comply with the following general requirements, and the rules and regulations of the Association may adopt and amend such further requirements as may be necessary or appropriate to comply with these requirements:

1. Leases and deeds to any of the 55+ Units must contain language concerning the 55 or older age restriction, and a requirement that occupants provide the Association or its designee with proof of their compliance with the age 55 or older provisions;
2. All occupants shall respond to the Association's (or its designee's) annual resident surveys concerning the ages of the occupants, which responses shall be maintained by the Association or its designee; and
3. All occupants must furnish such verification of age as may be required by the Association.



**EXHIBIT 3**

**SOLID WASTE MANAGEMENT PLAN –REV1**

## **RAILROAD SQUARE SOLID WASTE AND RECYCLING PLAN**

Beginning with the reuse and repurposing of a former industrial site in the center of Yarmouth Village, Railroad Square is committed to operating a green, sustainable community. This goal extends to recycling and waste management on the site. While many specifics will be addressed at the design and development of each lot, the following is our general approach. We understand that the Town of Yarmouth is transitioning to a “pay as you throw” program in January of 2023 and the Railroad Square program will be designed to integrate with this program.

- 1) **Management Company and a Sustainability Committee.** A management company will be retained to oversee the operation of the new neighborhood. Part of their responsibility will be working with businesses, staff and residents to implement best practices for a sustainable community including a detailed recycling and waste management program (including food waste). In addition, the 55+ community will likely have a committee that oversees neighborhood sustainability including recycling and waste management. A robust program of this type is important to this demographic of residents.
- 2) **Waste and Recycling Rooms.** Railroad Square will not rely heavily on the wide-spread use of traditional dumpsters enclosures. These enclosures are often poorly maintained, encourage wholesale dumping of trash and invite noise and visual pollution. Rather, we will place recycling room(s) in each building with easy access to the outdoors. These rooms will contain both recycling and trash roll away containers for the use of residents. The residents will purchase and utilize town bags as part of this program. At least twice per week, a solid waste hauler will enter the building and remove the trash and recycling using the rollaway dumpsters. If the hauler does not enter the building to remove the rollaways as part of their service program, management company staff will place them outside for waste hauler pickup.
- 3) **Food Waste.** An increasingly important element of waste management relates to food waste. Again, this will be an important option of the residents of Railroad Square. However, due to the nature of this waste (odors), an effective but separate means for collection and disposal will be developed in conjunction with residents and local service providers.
- 4) **Dumpsters and Compactors.** Some businesses, particularly a restaurant, may require a dumpster and/or trash compactor. Therefore, there will be 1 or 2 locations in the neighborhood that will include a screened solid waste enclosure for the placement of solid waste containers and/or compactors for collection of disposable and recyclable materials. The site will be chosen to reduce both visual and odor impact. At least twice per week, a solid waste hauler will pick up the trash and recycling from these locations.
- 5) **Local Solid Waste Facility.** In addition to the use of a professional waste hauler, the residents of Railroad Square can utilize the Yarmouth Solid Waste Management Facility similar to any other Yarmouth resident. They will utilize the “pay as you throw” program. However, we think that most residents will prefer centralized, onsite collection. However, the town waste facility is particularly helpful for the disposal of hazardous wastes like paint and cleaners. The management company will coordinate special waste collection days and publish to the community.

- 6) A Clean Neighborhood. In addition to comprehensive landscaping and snow removal, the neighborhood will retain the services of a management company to assure the site is properly maintained and free of garbage and litter on a routine basis.

**EXHIBIT 4**

**DEP VRAP NO ACTION ASSURANCE LETTER**



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

July 8, 2020

SENT VIA EMAIL

Bickford Transportation  
Attn: Tamson Hamrock  
48 Railroad Square  
Yarmouth, ME 04096

Re: Railroad Square Site, 48 Railroad Square, Yarmouth, Maine  
No Action Assurance Letter - Voluntary Response Action Program

Dear Ms. Hamrock:

The Maine Department of Environmental Protection ("Department") has reviewed your application to the Department's Voluntary Response Action Program ("VRAP"). The application and associated reports were submitted to the Department with the request that the property referred to as "Railroad Square" in the Department's VRAP records (#REM02816), located at 48 Railroad Square in Yarmouth, identified on the Town of Yarmouth's Tax Map 37 as Lots 28 and 29-00A, further described in Book 11613, Page 255 and Book 29016, Page 253, at the Cumberland County Registry of Deeds, and generally depicted in the figure included as Attachment A to this letter ("Site") participate in the VRAP, and Bickford Transportation ("Applicant"), as applicant to the VRAP, receive the protections provided by the *Voluntary Response Action Program* law, 38 M.R.S. § 343-E (1993).

Department staff has reviewed the following reports and supporting documents for the Site (hereinafter collectively referred to as the "Reports"):

- Phase II Environmental Site Assessment, by Consolidated Environmental Services, 1990;
- Final Preliminary Assessment, D and S Corporation 2, Yarmouth, by the Department, September 27, 1991;
- Sample Results Report, D&S, Yarmouth, by Pollution Control Services, July 21, 1993;
- Drain Removal Report, D&S, Yarmouth, by Pollution Control Services, September 2, 1993;
- Uncontrolled Hazardous Substance Decision Document, D&S Corporation 2, Yarmouth, by the Department, November 16, 1993;
- Department Spill Reports #P-619-1992, #P-861-1992, #P-921-2009;
- Phase I Environmental Site Assessment, Former Bickford Transportation Company, Yarmouth, by Sebago Technics, August 2, 2016;
- VRAP Application, Railroad Square Property, Yarmouth, by St. Germain Collins, December 28, 2017;

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826

BANGOR  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769  
(207) 764-0477 FAX: (207) 760-3143

- Phase II Environmental Site Assessment, Former Bickford Transportation, Yarmouth, by St. Germain Collins, January 10, 2019;
- Response to Comments and Supplemental Investigation Report, 48 Railroad Square, Yarmouth, by St. Germain Collins, December 20, 2019; and
- Hexavalent Chromium Testing, Railroad Square VRAP, 48 Railroad Square, Yarmouth, by St. Germain, July 6, 2020.

The Site consists of two (2) lots, is approximately 4.4 acres, and was developed in the late 1800's for storage of materials associated with an adjacent rail station, a grist mill, coal storage, and freight warehouses. From approximately 1953 to 1994 an asphalt batching facility operated at the Site. A transportation and trucking company also historically stored and performed maintenance on trucks. The Site is currently developed with three (3) buildings and one (1) pavilion area and is used for various commercial purposes including an art studio, a gym, and a display area for antique trucks. The remainder of the Site is covered with gravel and paved parking areas and limited vegetated areas. Department files also refer to the site as "D&S Corporation 2" (#REM00926).

The Site is adjacent to commercial, industrial, and residential properties in an area of mixed commercial and residential development. The proposed future development of the Site includes redevelopment for mixed commercial and residential use, although redevelopment plans have not been finalized.

The Reports document impacts to Site soil, groundwater, and soil vapor from historical operations. This includes, but is not limited to, impacts related to a discharge of diesel fuel from a historic above ground storage tank, impacts to the area near the Mill Building from improper disposal of materials related to asphalt batching operations, and sitewide surficial soil impacts from historical operations. In the 1990's, the Department's Uncontrolled Sites Program investigated the Site and determined that groundwater was impacted by chlorinated solvents and that asphalt emulsion had been discharged to the ground in several locations. As a result, a limited amount of contaminated soil was removed from several areas of the Site, including below the Mill Building floor.

The Reports document that soil at the Site is impacted with heavy metals, volatile organic compounds ("VOCs"), petroleum-related compounds and polycyclic aromatic hydrocarbons ("PAHs"). Concentrations of PAHs and petroleum related compounds in surficial soil, located 0-2 feet below ground surface ("bgs"), exceeded both the residential and construction worker exposure scenarios in the *Maine Remedial Action Guidelines for Sites Contaminated with Hazardous Substances*, as revised October 19, 2018 ("RAGs"). Removing the impacted soil or installing cover systems in accordance with a Department-approved Environmental Media Management Plan ("EMMP") will limit the risk of exposure to future Site occupants. There is also an existing leach field at the site that should be assessed and properly managed during redevelopment.

Groundwater at the Site is impacted with VOCs and petroleum related compounds at concentrations that exceed the residential and construction worker exposure scenarios in the RAGs. The Site and surrounding area are served by public water. The risk for exposure to contaminated groundwater at the Site will be reduced provided that use of groundwater is restricted via a Declaration of Environmental Covenant and that any groundwater generated during future construction activities is managed in accordance with a Department-approved EMMP.

Soil vapor at the Site is impacted with VOCs and petroleum related compounds, with concentrations of petroleum related compounds exceeding the residential and commercial soil gas targets in the RAGs. Elevated soil gas concentrations were detected in a sub-slab sample collected from beneath the Mill Room Building; however, the building is currently vacant. Removing impacted soil or incorporating a Department-approved sub-slab depressurization system into the design of existing buildings or new buildings constructed at the Site will reduce the risk of exposure to future site occupants.

No recognized environmental conditions other than those described in the Reports were reported to the Department in the Applicant's VRAP application.

Based on the information presented in the Reports and St. Germain's recommended actions, the Department proposes the following actions for the Site:

1. Submit an EMMP to the Department for review and approval prior to any soil disturbance activity and implement the approved EMMP. The EMMP must address the procedures that need to be taken for the proper on-Site and off-Site management and disposal of contaminated soils and groundwater identified at the Site and include provisions for assessing and properly disposing of the existing septic system and associated leach field. The EMMP must address identification and/or characterization of potentially contaminated soils, procedures for leaving impacted soils in place, installing/maintaining cover systems, off-Site disposal of soil, stockpiling, best management practices, groundwater management and disposal, health and safety, etc. The plan must be updated at the conclusion of redevelopment to reflect "as-built" information related to any cover systems. Soil may not be moved off-Site without the express written permission of the Department.
2. Submit a plan, subject to Department review and approval, to install a sub-slab depressurization system in future Site buildings, implement the approved plan, and effectively operate the system. Alternatively, if impacted soil is removed during redevelopment, collect, in accordance with a Department-approved plan, additional soil vapor samples demonstrating that such a system is not necessary.
3. A Declaration of Environmental Covenants, in accordance with the Maine *Uniform Environmental Covenants Act*, 38 M.R.S. §§ 3001–3013 (2005), incorporating conditions of approval contained in any future VRAP Certificate of Completion ("COC"), and that is subject to Department review and approval, must be executed for the Site and must be

recorded at the Cumberland County Registry of Deeds. A copy of the recorded Declaration of Environmental Covenants must be supplied to the Department's VRAP within thirty (30) days of being recorded. Provided that the actions proposed above are completed to the satisfaction of the Department, the DEC is anticipated to include:

- a. The extraction of groundwater at the Site is prohibited without the express written permission of the Department.
- b. Soils and groundwater that are currently located in situ at the Site and soils that may be disturbed during redevelopment of the Site must be managed according to a Department-approved environmental media management plan and may not be moved off-Site without the express written permission of the Department. In order to limit potential dermal and oral contact with soil, the plan must include provisions for maintaining Department-approved cover systems.
- c. The sub-slab depressurization system installed in the Site buildings must be maintained and effectively operated in the future unless the express written permission of the Department is obtained to terminate its operation.
- d. New buildings constructed at the Site must include a Department-approved sub-slab depressurization system that is effectively operated unless the express written permission of the Department is obtained to exclude such a system from the design of a new building or to terminate operation of such a system once installed.

Provided that these activities are completed to the satisfaction of the Department, the Applicant, their successors, assigns and/or affiliates, and the persons qualified for protection under in 38 M.R.S. § 343-E(6), will be granted the liability protection provided by 38 M.R.S. § 343-E for the Site, except that the protection from liability conferred by the VRAP will not be granted to or assignable to any person, entity, or government agency that caused or is otherwise responsible for a release of petroleum, hazardous wastes, or hazardous substances at the Site or that has a Hazardous Waste Generator Closure obligation associated with the Site. This protection from liability will be limited to the matters addressed by and identified by the Reports, including the extent and concentration of existing contamination by petroleum and/or hazardous constituents described in the Reports, and will be subject to the qualifications and conditions set forth in any future VRAP COC and in 38 M.R.S. § 343-E. VRAP liability protections under 38 M.R.S. § 343-E do not limit the Department's enforcement authorities for non-compliance with other laws administered by the Department.

Once actions 1 – 2 above are satisfactorily completed, a report demonstrating the successful implementation of the tasks must be forwarded to the VRAP for review. Upon determining successful conclusion of the remedial tasks, the Department will issue to the Applicant a Commissioner's COC for the Site. The COC must be recorded at the Cumberland County Registry of Deeds and a copy of the recorded COC must be provided to the Department.



Given the age of the structures, the structures located at the Site must be assessed for the presence of asbestos containing material (“ACM”) and lead-based paint prior to demolition or renovation. In the event that ACM and/or lead-based paint are identified, these materials must be handled, abated, removed, or disposed of in accordance with all applicable regulations. For more information please contact the Department’s Asbestos and Lead Hazard Prevention Program staff at (207) 287-7688.

If you have any questions regarding this letter, please feel free to contact me by email at [christopher.redmond@maine.gov](mailto:christopher.redmond@maine.gov), by regular mail at the Augusta address in the letterhead, or by phone at (207) 287-7688.

Sincerely,



Chris Redmond  
Maine Department of Environmental Protection  
Voluntary Response Action Program

Attachment A: Site Figure

cc: Nathaniel Huckel-Bauer, Drummond & Drummond (via email)  
John Marchewka, St. Germain (via email)  
Molly King, DEP Project Geologist (via email)  
Nick Hodgkins, Department VRAP Coordinator (via email)



# Attachment A to VRAP NAA Letter



Former Bickford  
Transportation Property

LOT 29-00A

LOT 28

0 50 100 200 300  
Feet

**SEBAGO**  
T E C H N I C S  
WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A  
South Portland, ME 04106  
Tel. 207-200-2100

250 Goddard Rd. - Suite B  
Leviston, ME 04240  
Tel. 207-783-5656

Site Sketch of:  
Former Bickford Transportation Property

LOCATION:

48 Railroad Sq.  
Yarmouth, ME 04096

INFORMATION:

Figure 2  
Lots 28 & 29-004A on Tax Map 37  
Geolibrary 2012 - Yarmouth Parcels

SCALE: 1" = 200'

DATE: 7/19/2016



**EXHIBIT 5**

**SOILS INFORMATION/BORING LOGS - ST. GERMAIN**

REF. JUL. 2019  
RAILROAD SQUARE. YARMOUTH  
PHASE II ESA.  
ST. GERMAIN.

**ATTACHMENT A**

**Soil Boring Logs**





Google Earth

**LEGEND**

- APPROXIMATE SITE BOUNDARY
- SOIL BORING
- SOIL BORING AND GROUNDWATER SAMPLE
- SOIL VAPOR SAMPLE
- AREA OF COMPOSITE SURFACE SOIL SAMPLE (6 GRABS)
- ISM SAMPLING GRIDS
- AOC = AREA OF CONCERN (WHITE ON PLAN)

1 2



NOTE: ALL MAPPED LOCATIONS APPROXIMATE.  
SOURCE: GOOGLE EARTH, 5/5/18

DATE: 12/27/18

SCALE: SEE ABOVE

PROJECT NO. 4134-0001

FILE: FIGURE 2

**SITE PLAN**

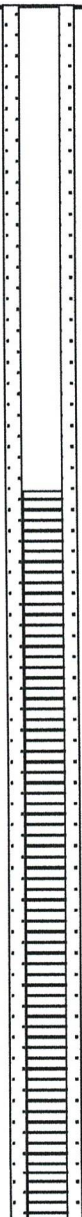
FORMER BICKFORD TRANSPORTATION  
48 RAILROAD SQUARE  
YARMOUTH, MAINE

TAMSON BICKFORD HAMROCK  
48 RAILROAD SQUARE  
YARMOUTH, MAINE

**St. Germain Collins**  
St. Germain Collins Inc.  
145 Main St., Yarmouth, ME 04097 • 207.561.2000 • [www.stgermaincollins.com](http://www.stgermaincollins.com)

**FIGURE 2**



BORING AND MONITORING WELL LOG						BORING #:		GW-1			
<div>St. Germain Collins</div> <div>846 Main Street Westbrook, Maine 04092 <a href="http://www.stgermaincollins.com">www.stgermaincollins.com</a></div>					Project Number: 4134-0001		Client/Location: Tamson Hamrock/Yarmouth, ME				
					Date: 11/28/18		Representative: NFB				
					Total Depth of Boring: 25'		Drilling Company: MAI Environmental				
					Depth to Water: 3.2'		Drilling Technology: Geoprobe direct push				
					Depth of Well: 25'		Sampler: 1" diameter 5' tube				
					Well Screen Interval: 25' to 10'		Well Screen Type: 1 in # 10-Slot, Schedule 40				
					Well Riser Interval: 10' to 0'		Well Riser Type: 1 in Schedule 40				
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction		
0	1	0-2.5'	NA	20/60	Brown, dry, medium Sand.	SAND	0.2	0			
1					Light brown, dry, medium-fine Sand.			0.2		1	
2										2	
3		2.5'-5'									3
4						0.2	4				
5					5						
6		5'-7.5'	NA	60/60			Light brown, dry, Clay.	0.1		6	
7										7	
8						8					
9		7.5'-10'			Light brown/gray, damp, Clay.						0.1
10							10				
11		10'-12.5'	NA	60/60				Gray,moist, Clay.		0.1	
12						12					
13					13						
14		12.5'-15'					Gray, wet, Clay.				0.1
15								15			
16		15'-17.5'	NA	60/60		Dark Gray, wet, Clay.				0.0	
17					17						
18							18				
19		17.5'-20'						Dark Gray, wet, Clay.			0.0
20						20					
21		20'-22.5'	NA	60/60	Dark Gray, wet, Clay.					0.0	
22							22				
23								23			
24		22.5'-25'				0.0					24
25					Bottom of boring, no refusal encountered.						25

Notes:

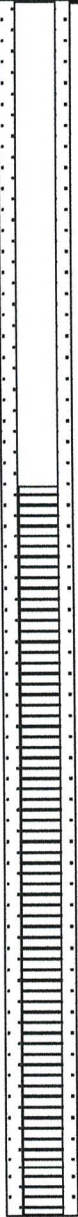
NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18

BORING AND MONITORING WELL LOG						BORING #:		GW-2		
<div>St. Germain Collins</div> <div>846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com</div>					Project Number: 4134-0001		Client/Location: Tamson Hamrock/Yarmouth, ME			
					Date: 11/28/18		Representative: NFB			
					Total Depth of Boring: 25'		Drilling Company: MAI Environmental			
					Depth to Water: 7.19'		Drilling Technology: Geoprobe direct push			
					Depth of Well: 25'		Sampler: 1" diameter 5' tube			
					Well Screen Interval: 25' to 10'		Well Screen Type: 1 in # 10-Slot, Schedule 40			
Well Riser Interval: 10' to 0'		Well Riser Type: 1 in Schedule 40								
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction	
0	1	0-2.5'	NA	22/60	Dark brown, damp, fine-medium Sand.	SAND	0.3	0		
1								1		
2								2		
3		2.5'-5'			Brown, damp, fine-medium Sand with some brick.			3		
4						4				
5		5'-7.5'	NA	44/60	Gray, damp, Clay.	CLAY	0.4	5		
6								6		
7								7		
8		7.5'-10'			Gray, damp, Clay.			8		
9							9			
10		10'-12.5'	NA	60/60	Gray, wet, Clay.		10			
11							11			
12							12			
13		12.5'-15'			Gray, wet, Clay.		13			
14							14			
15		15'-17.5'	NA	60/60	Gray, wet, Clay.		15			
16							16			
17							17			
18		17.5'-20'			Gray, wet, Clay.		18			
19							19			
20		20'-22.5'	NA	60/60	Gray, wet, Clay.		20			
21							21			
22							22			
23		22.5'-25'			Gray, wet, Clay.		23			
24							24			
25					Bottom of boring, no refusal encountered.					

Notes:

NA = not applicable.


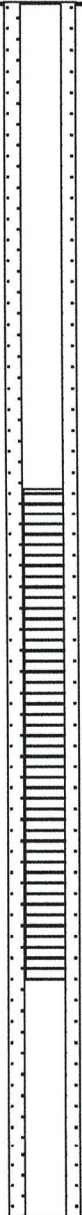
NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18



BORING AND MONITORING WELL LOG						BORING #:	GW-3		
<div></div> <div>846 Main Street Westbrook, Maine 04092</div> <div><a href="http://www.stgermaincollins.com">www.stgermaincollins.com</a></div>						Project Number:	4134-0001	Client/Location:	Tamson Hamrock/Yarmouth, ME
						Date:	11/28/18	Representative:	NFB
						Total Depth of Boring:	25'	Drilling Company:	MAI Environmental
						Depth to Water:	1.51'	Drilling Technology:	Geoprobe direct push
						Depth of Well:	25'	Sampler:	1" diameter 5' tube
						Well Screen Interval:	20' to 10'	Well Screen Type:	1 in # 10-Slot, Schedule 40
						Well Riser Interval:	25' to 20' & 10' to 0'	Well Riser Type:	1 in Schedule 40
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction
0	1	0-2.5'	NA	32/60	Brown/orange, dry, medium Sand.	SAND	0.3	0	
1								1	
2								2	
3		2.5'-5'			Light brown, damp, Clay.	CLAY	0.3	3	
4								4	
5		5'-7.5'	NA	60/60	Light brown, damp, Clay.		0.3	5	
6								6	
7								7	
8		7.5'-10'			Light brown/gray, moist, Clay.		0.2	8	
9								9	
10		10'-12.5'	NA	60/60	Gray, wet, Clay.		0.2	10	
11								11	
12								12	
13		12.5'-15'			Dark Gray, wet, Clay.		0.2	13	
14								14	
15		15'-17.5'	NA	60/60	Dark Gray, wet, Clay.		0.1	15	
16								16	
17								17	
18		17.5'-20'			Dark Gray, wet, Clay.		0.2	18	
19								19	
20		20'-22.5'	NA	60/60	Dark Gray, wet, Clay.		0.2	20	
21								21	
22								22	
23		22.5'-25'			Dark Gray, wet, Clay.		0.2	23	
24								24	
25					Bottom of boring, no refusal encountered.			25	

Notes:

NA = not applicable.

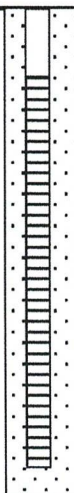
NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18



BORING AND MONITORING WELL LOG					BORING #:		GW-4					
<div>St. Germain Collins</div> <div>846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com</div>					Project Number:		4134-0001		Client/Location:		Tamson Hamrock/Yarmouth, ME	
					Date:		11/28/18		Representative:		NFB	
					Total Depth of Boring:		10'		Drilling Company:		MAI Environmental	
					Depth to Water:		4.75'		Drilling Technology:		Geoprobe direct push	
					Depth of Well:		2.46'		Sampler:		1" diameter 5' tube	
					Well Screen Interval:		9.5' to 1.5'		Well Screen Type:		1 in # 10-Slot, Schedule 40	
Well Riser Interval:		1.5' to 0'		Well Riser Type:		1 in Schedule 40						
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction			
0	1	0-2.5'	NA	36/60	Dark brown, wet, medium-fine Sand.	SAND	84.1	0				
1								1				
2								2				
3		2.5'-5'			Light brown, wet, medium-fine Sand.			3				
4						4						
5		5'-7.5'	NA	60/60	Gray, wet, Clay.	CLAY	9.6	5				
6								6				
7								7				
8		7.5'-10'			Gray, wet, Clay.			8				
9						9						
10					Bottom of boring, no refusal encountered.			10				
11								11				
12								12				
13								13				
14								14				
15								15				
16								16				
17								17				
18								19				

Notes:

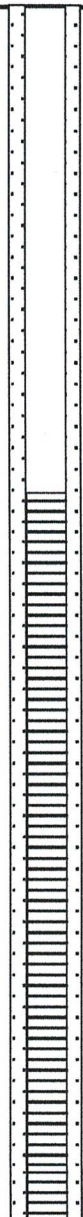
NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18

BORING AND MONITORING WELL LOG						BORING #:		GW-5					
<div>St. Germain Collins</div> <div>846 Main Street Westbrook, Maine 04092 <a href="http://www.stgermaincollins.com">www.stgermaincollins.com</a></div>						Project Number:		4134-0001		Client/Location:		Tamson Hamrock/Yarmouth, ME	
						Date:		11/28/18		Representative:		NFB	
						Total Depth of Boring:		25'		Drilling Company:		MAI Environmental	
						Depth to Water:		6.5'		Drilling Technology:		Geoprobe direct push	
						Depth of Well:		25'		Sampler:		1" diameter 5' tube	
						Well Screen Interval:		25' to 10'		Well Screen Type:		1 in # 10-Slot, Schedule 40	
						Well Riser Interval:		10' to 0'		Well Riser Type:		1 in Schedule 40	
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction				
0	1	0-2.5'	NA	24/60	Brown, dry, fine Sand and Clay.	SAND and CLAY	0.1	0					
1								1					
2								2					
3		2.5'-5'			Brown, dry, fine Sand and Clay.			3					
4						0.1	0.0	4					
5								5					
6		5'-7.5'	NA	60/60	Brown, dry, Clay.			6					
7								7					
8						0.0	0.0	8					
9		7.5'-10'			Brown, dry, Clay.			9					
10								10					
11		10'-12.5'	NA	60/60	Brown/gray, dry, Clay.	CLAY	0.0	11					
12								12					
13		12.5'-15'			Brown/gray, dry, Clay.			13					
14								14					
15		15'-17.5'	NA	60/60	Brown/gray, moist, Clay.			15					
16								16					
17								17					
18		17.5'-20'			Brown/gray, moist, Clay.			18					
19								19					
20		20'-22.5'	NA	60/60	Gray, wet, Clay.			20					
21								21					
22								22					
23		22.5'-25'			Gray, wet, Clay.			23					
24								24					
25					Bottom of boring, no refusal encountered.						25		

Notes:

NA = not applicable.

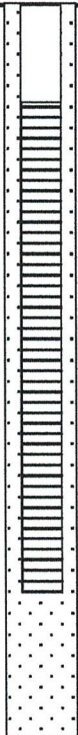
NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18



BORING AND MONITORING WELL LOG						BORING #:		GW-6					
<div>St. Germain Collins</div> <div>846 Main Street Westbrook, Maine 04092 <a href="http://www.stgermaincollins.com">www.stgermaincollins.com</a></div>						Project Number:		4134-0001		Client/Location:		Tamson Hamrock/Yarmouth, ME	
						Date:		11/28/18		Representative:		NFB	
						Total Depth of Boring:		15'		Drilling Company:		MAI Environmental	
						Depth to Water:		5.75'		Drilling Technology:		Geoprobe direct push	
						Depth of Well:		12'		Sampler:		1" diameter 5' tube	
						Well Screen Interval:		10' to 2'		Well Screen Type:		1 in # 10-Slot, Schedule 40	
						Well Riser Interval:		2' to 0'		Well Riser Type:		1 in Schedule 40	
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction				
0	1	0-2.5'	NA	23/60	Dark brown, damp, medium-coarse Sand with some brick.	SAND	0.2	0					
1								1					
2							0.3	2					
3		2.5'-5'			Light brown, wet, medium-coarse Sand.			3					
4							4						
5							7.6	5					
6		5'-7.5'	NA	38/60	Light brown, wet, medium-coarse Sand.			6					
7							7						
8		7.5'-10'			Brown/gray, wet, Clay.	CLAY	0.1	8					
9								9					
10		10'-12.5'	NA	60/60	Brown/gray, wet, Clay.		0.3	10					
11								11					
12							0.3	12					
13		12.5'-15'			Brown/gray, wet, Clay.			13					
14								14					
15					Bottom of boring, no refusal encountered.			15					
16								16					
17								17					
18								18					
19								19					
20								20					
21								21					
22								22					
23								23					
24								24					
25								25					

Notes:


NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

Water level from 11/29/18

BORING AND MONITORING WELL LOG						BORING #:		SB-1					
<div></div> <div>846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com</div>						Project Number:		4134-0001		Client/Location:		Tamson Hamrock/Yarmouth, ME	
						Date:		11/28/18		Representative:		NFB	
						Total Depth of Boring:		10'		Drilling Company:		MAI Environmental	
						Depth to Water:		NA		Drilling Technology:		Geoprobe direct push	
						Depth of Well:		NA		Sampler:		1" diameter 5' tube	
						Well Screen Interval:		NA		Well Screen Type:		NA	
Well Riser Interval:		NA		Well Riser Type:		NA							
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction				
0	1	0-2.5'	NA	32/60	Black, dry, coarse Sand.	SAND	4.5	0	No well constructed				
1								1					
2							2						
3		2.5'-5'			Brown, dry, medium-fine Sand.		0.5	3					
4								4					
5		5'-7.5'	NA	41/60	Brown/gray, wet, Clay.	CLAY	0.9	5					
6								6					
7							7						
8		7.5'-10'			Brown/gray, wet, Clay.		0.7	8					
9								9					
10					Bottom of boring, no refusal encountered.			10					
11								11					
12								12					
13								13					
14								14					
15								15					
16								16					
17								17					
18								19					


Notes:

NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

BORING AND MONITORING WELL LOG					BORING #:		SB-2		
<div></div> <div>846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com</div>					Project Number: 4134-0001		Client/Location: Tamson Hamrock/Yarmouth, ME		
					Date: 11/28/18		Representative: NFB		
					Total Depth of Boring: 10'		Drilling Company: MAI Environmental		
					Depth to Water: NA		Drilling Technology: Geoprobe direct push		
					Depth of Well: NA		Sampler: 1" diameter 5' tube		
					Well Screen Interval: NA		Well Screen Type: NA		
					Well Riser Interval: NA		Well Riser Type: NA		
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction
0	1	0-2.5'	NA	30/60	Dark brown, dry, fine Sand and Clay.	SAND and CLAY	2.2	0	No well constructed
1								1	
2							2		
3		2.5'-5'			Brown/gray, dry, fine Sand and Clay.		1.5	3	
4								4	
5		5'-7.5'	NA	60/60	Gray, damp, Clay.	CLAY	0.7	5	
6								6	
7							7		
8		7.5'-10'			Gray, damp, Clay.		0.9	8	
9								9	
10					Bottom of boring, no refusal encountered.			10	
11								11	
12								12	
13								13	
14								14	
15								15	
16								16	
17								17	
18								18	
								19	

Notes:


NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).



BORING AND MONITORING WELL LOG						BORING #:		SB-3	
<div></div> <div>846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com</div>						Project Number: 4134-0001		Client/Location: Tamson Hamrock/Yarmouth, ME	
						Date: 11/28/18		Representative: NFB	
						Total Depth of Boring: 10'		Drilling Company: MAI Environmental	
						Depth to Water: NA		Drilling Technology: Geoprobe direct push	
						Depth of Well: NA		Sampler: 1" diameter 5' tube	
						Well Screen Interval: NA		Well Screen Type: NA	
Well Riser Interval: NA		Well Riser Type: NA							
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction
0	1	0-2.5'	NA	18/60	Light brown, dry, coarse Sand.	SAND	0.9	0	No well constructed
1								1	
2								2	
3		2.5'-5'			Black, dry, coarse Sand.			3	
4						4			
5		5'-7.5'	NA	60/60	Gray, damp, Clay.	CLAY	55.5	5	
6								6	
7								7	
8		7.5'-10'			Gray, damp, Clay.			8	
9								9	
10					Bottom of boring, no refusal encountered.			10	
11								11	
12								12	
13						13			
14						14			
15						15			
16						16			
17						17			
18						18			
						19			


Notes:

NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

BORING AND MONITORING WELL LOG					BORING #:		SB-4		
 846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com					Project Number:	4134-0001	Client/Location:	Tamson Hamrock/Yarmouth, ME	
					Date:	11/28/18	Representative:	NFB	
					Total Depth of Boring:	10'	Drilling Company:	MAI Environmental	
					Depth to Water:	NA	Drilling Technology:	Geoprobe direct push	
					Depth of Well:	NA	Sampler:	1" diameter 5' tube	
					Well Screen Interval:	NA	Well Screen Type:	NA	
					Well Riser Interval:	NA	Well Riser Type:	NA	
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction
0	1	0-2.5'	NA	25/60	Brown, dry, fine-medium Sand.	SAND	0.1	0	No well constructed
1								1	
2								2	
3		2.5'-5'			Dark brown, dry, fine-medium Sand with trace asphalt.			3	
4						4			
5		5'-7.5'	NA	60/60	Brown/gray, damp, fine Sand and Clay.	SAND and CLAY	12.5	5	
6								6	
7								7	
8		7.5'-10'			Gray, damp, Clay.	CLAY	0.8	8	
9								9	
10					Bottom of boring, no refusal encountered.			10	
11								11	
12								12	
13								13	
14								14	
15								15	
16								16	
17								17	
18								18	
								19	


Notes:

NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).

BORING AND MONITORING WELL LOG					BORING #:		SB-5		
 846 Main Street Westbrook, Maine 04092 www.stgermaincollins.com					Project Number: 4134-0001		Client/Location: Tamson Hamrock/Yarmouth, ME		
					Date: 11/28/18		Representative: NFB		
					Total Depth of Boring: 10'		Drilling Company: MAI Environmental		
					Depth to Water: NA		Drilling Technology: Geoprobe direct push		
					Depth of Well: NA		Sampler: 1" diameter 5' tube		
					Well Screen Interval: NA		Well Screen Type: NA		
					Well Riser Interval: NA		Well Riser Type: NA		
Depth (ft)	Sample number	Sample Interval	Blows	Rec/Driven (in.)	Description	Stratum	Headspace Results (ppm)	Depth (ft)	Well Construction
0	1	0-2.5'	NA	30/60	Light brown/red, dry, fine Sand.	SAND	0.2	0	No well constructed
1								1	
2								2	
3		2.5'-5'			Light brown/red, moist, fine Sand and Clay.	SAND and CLAY	0.3	3	
4								4	
5								5	
6		5'-7.5'	NA	60/60	Brown/gray, damp, Clay.	CLAY	0.3	6	
7								7	
8								8	
9		7.5'-10'			Brown/gray, damp, Clay.		0.2	9	
10								10	
11					Bottom of boring, no refusal encountered.			11	
12								12	
13								13	
14								14	
15								15	
16								16	
17								17	
18								18	
								19	

Notes:

NA = not applicable.

NS = not sampled.

ppm = parts per million.

Soil headspace screening completed with a MiniRae 3000 Photoionization Detector (PID).



**EXHIBIT 6**


**TURNING MOVEMENTS –FIRE APPARATUS**



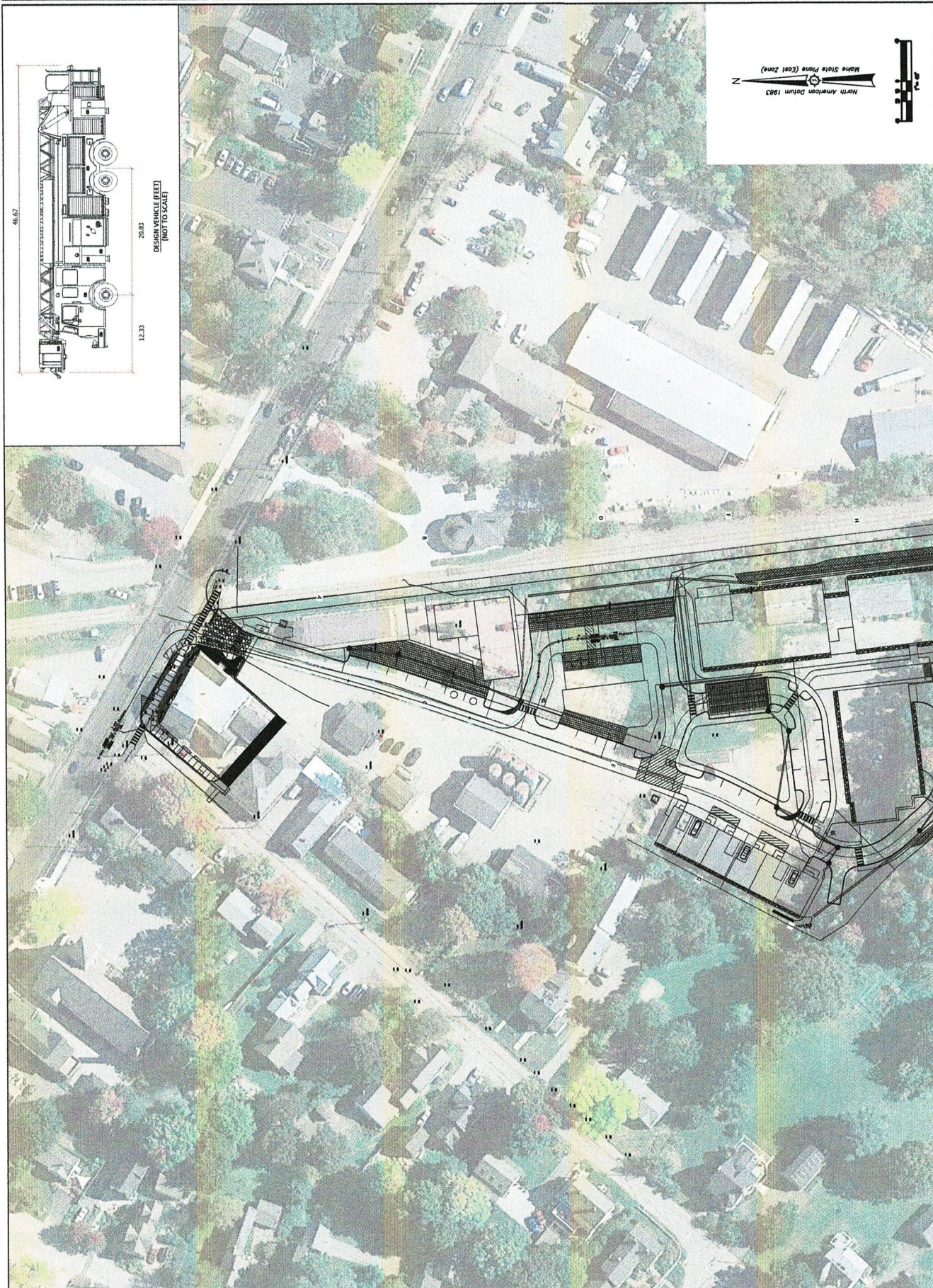
**AUTOTURN ANALYSIS**  
**RAILROAD SQUARE**

[illegible][illegible]

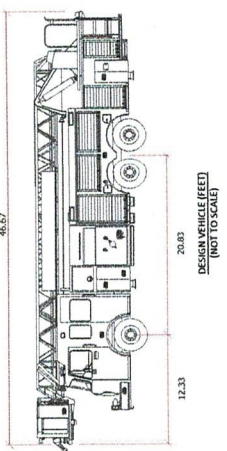
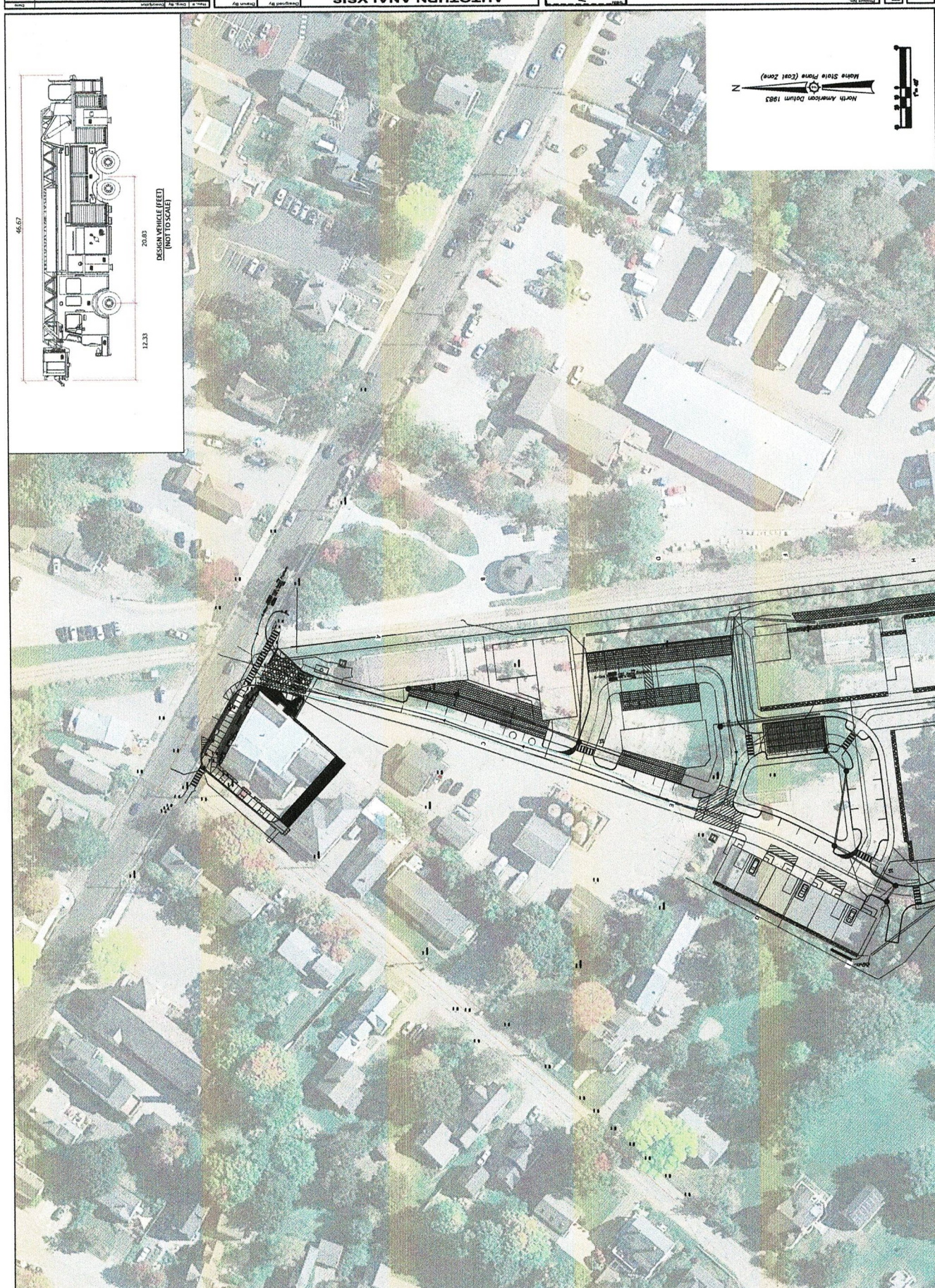
North American Datum 1983



Maine State Plane (East Zone)





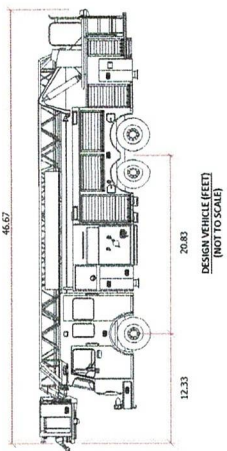
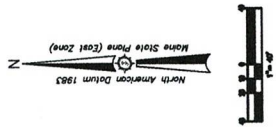





**AUTOTURN ANALYSIS  
RAILROAD SQUARE**

Designed By	WAB
Checked By	WAB
Approved By	WAB
Date	7/10/2022
Project Location	YARMOUTH

Sheet No.	1
Project No.	2022-001
Client	RAILROAD SQUARE
Scale	1" = 100'
Author	WAB
Checker	WAB
Approver	WAB
Date	7/10/2022
Project Location	YARMOUTH





DATE	DESCRIPTION	BY	CHECKED

DESIGNED BY	DATE	CHECKED

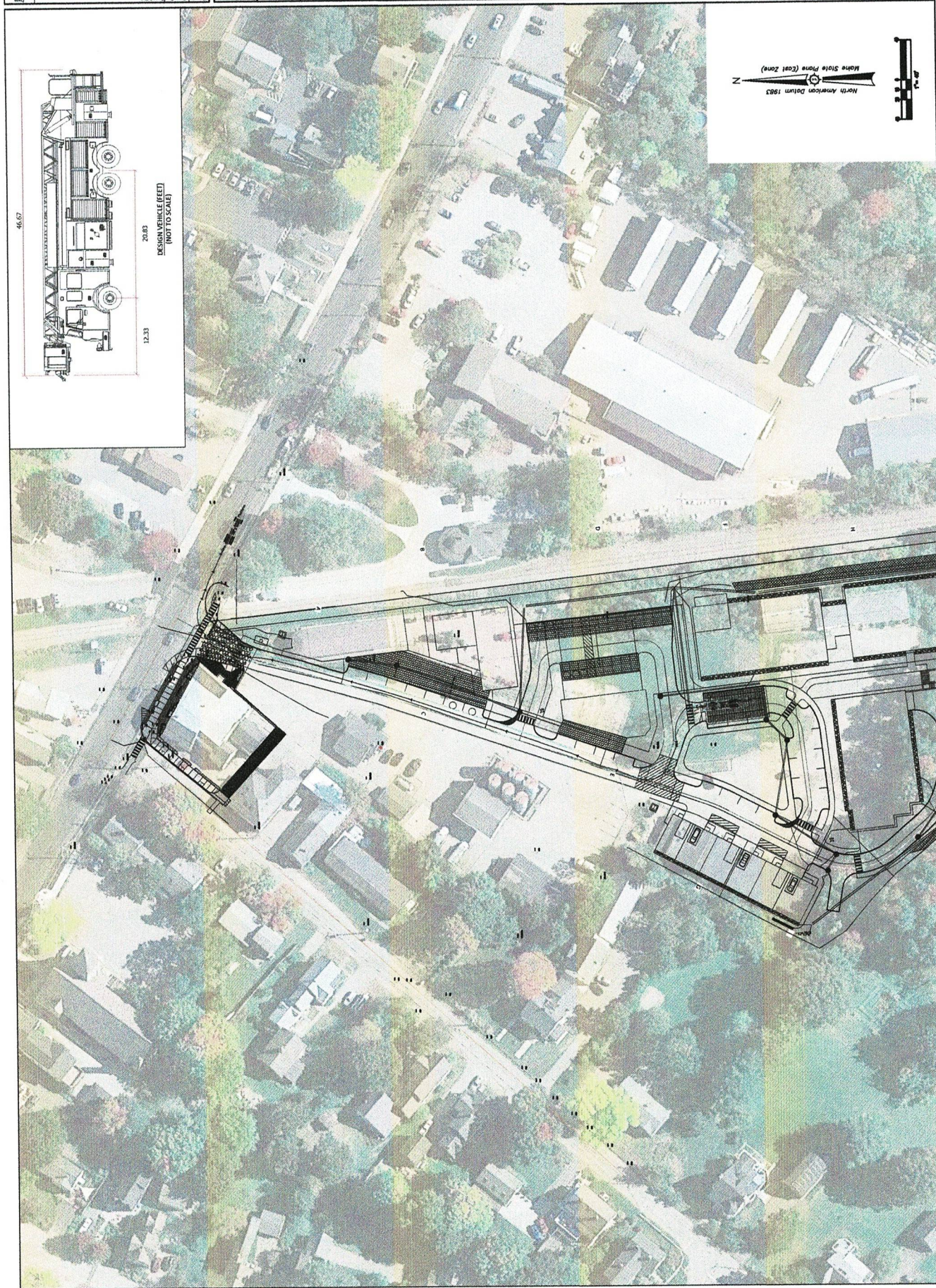
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C-4





**EXHIBIT 7**

**RESPONSES TO STAFF AND DEPT. REVIEW MEMOS**

August 17, 2022

Erin Zwirko, AICP  
Director of Planning and Development  
Town of Yarmouth  
300 Maine Street  
Yarmouth, Maine 04096

**RE: Railroad Square Redevelopment  
Review Comments**

Dear Erin,

On behalf of our client, Licht Environmental Design and Railroad Square Associates, we offer the following responses to staff review comments received from Acorn Engineering, Inc. via email on June 30, 2022, and revised July 6, 2022. The original comments are shown in bold/italic text, with each response directly following.

**GENERAL COMMENTS**

- 1. Site-specific soil information shall be provided in the Final Site Plan application package. Other comments in this Memo will provide specificity on where site-specific information is necessary.***  
Response: We have included the medium intensity soil survey in our original submission. Additionally, we have included a copy of the Phase II ESA boring logs indicating subsurface conditions at specific locations on the site.
- 2. The Applicant has indicated that they are working with the Maine DOT on design of the rail trail and the 12-foot-wide pedestrian/bike link. More information shall be provided in the Final Site Plan application package, including cross sections, maintenance responsibilities, right/title/interest, etc.***  
Response: We are working with/coordinating with both MDOT and the Town of Yarmouth for the design of the pedestrian/bike link. The final design of the rail trail is not a part of the RRSQ approval.
- 3. Please provide copies of the Stormwater Management license and the Tier 1 NRPA Permit in the Final Site Plan application package.***  
Response: The stormwater permit application, PBR, and Army Corps of Engineers Permit application have been submitted to the relevant agencies. Once permits are approved, we will forward a copy along to the Town for review.
- 4. Please provide a copy of the United States Army Corps of Engineers (USACE) authorization for the proposed wetland impacts.***  
Response: The Army Corps application has been submitted. Once the permit is issued a copy will be forwarded to the Town.

### **SITE PLAN REVIEW COMMENTS**

5. ***Acorn commented on the Traffic elements of this project in our November 2020 Memo, and we address it in this Memo for consistency. The applicant's June 15, 2022, Response to Comments states that a Traffic Impact Study that combined the RRSQ and 298 Main Street project was completed by Sewall and is dated May 4, 2022. The applicant states that per the results of this TIS, a MDOT Traffic Movement Permit is not required.***

***Please provide a copy of this TIS in the Final Site Plan application package.***

Response: The peer review traffic engineer T.Y. has signed off on the traffic portion of this project.

6. ***Acorn commented on the Parking and Vehicle elements of this project in our November 2020 Memo, and we address it in this Memo for consistency. ADA-compliant parking spaces shall be provided onsite and accounted for within the parking tabulation. ADA parking spaces have been added to the project narrative but do not show up on the plans.***

***Please revise the Site Plan (or other appropriate plan) to show the locations of these ADA-compliant spaces.***

Response: We have added ADA compliant parking space locations to the plan sheets.

7. ***Acorn commented on Lighting elements of this project in our November 2020 Memo, and we address it in this Memo for consistency.***

***A lighting and photometric plan will be required as part of future submissions.***

Response: A photometric plans was previously submitted to the Town for review.

### **STORM WATER MANAGEMENT REVIEW COMMENTS**

8. ***Pre- and Post-development subcatchment areas were checked against the values used within HydroCAD and were found to match. Redevelopment HydroCAD calculations were checked as part of this review. Only a portion of the total land area will be redeveloped; as such areas that are undeveloped and will remain so, should be removed from the model to reflect the change more accurately in pollutant ranking for the redeveloped portion of the site. In this case, approximately 0.75 acre (32,592 SF in the redevelopment calculation table) of "Forest/Meadow" is proposed to remain "Forest/Meadow" and should be removed from the redevelopment calculations. When this adjustment is made, Acorn recalculated the "Ranked impact change due to development" will be 0.16 instead of 0.06 as shown in the application. This value is still between 0 and 1, so treatment of 60% of developed area continues to be appropriate.***

Response: We have recalculated the development calculation, removing 32,592 sf of forest/meadow from the pre and post calculation. A copy of the revised calculation is attached for review.

9. ***Pre- and post-development pollutant ranking figures were not included in the submission. Please provide figures depicting the areas of the site and their associated pollutant ranking to allow comparison with the pollutant ranking calculation.***

Response: We have included a pre and post pollutant ranking figures for review.



- 10. Condition and additional capacity of the stone culvert that passes under the adjacent railroad must be ascertained to ensure there is no hydraulic loading resulting in ponding or backup of stormwater near SP-2, and that the culvert is structurally sound.**

Response: We have been in contact with Steve Johnson regarding the existing culvert which is the responsibility of the MDOT to maintain. The RR culvert drains a large residential area west of the project site and the project site does not increase the peak flows to the existing culvert. No remediation of the culvert conditions are proposed by the Railroad Square Project.

- 11. Detail A on Sheet C-305, Detail A on Sheet C-306, and other similar focused plan views shall be revised to more clearly indicate existing vs proposed infrastructure, using different line types to improve legibility.**

Response: The line types have been updated for clarity.

- 12. The configuration of the outlet pipe in Detail E on Sheet C-305 for outlet control structure #1 (OCS-1; outlet 90-degrees from inlet) does not match the configuration shown in Detail A on the same sheet (outlet 180-degrees from inlet). Please revise the appropriate detail for consistency and constructability.**

Response: The outlet control details has been updated to reflect the plan view configuration.

- 13. Acorn will provide a comprehensive review of total proposed impervious and developed areas in the Final Site Plan application package once comments in this Memo have been addressed.**

Response: No response required.

- 14. Sheet C-103 and others show a feature south of proposed Building 2 that is not identified. If this feature is a proposed UDSF BMP, please provide calculations for the BMP, identify it on this sheet, and revise the narrative. If this feature is a proposed level lip spreader, please provide calculations for it and include it in the post-Construction inspection and maintenance plan.**

Response: The feature is a stone berm level lip spreader. It has been labeled in the plan set and sizing calculations are attached.

- 15. Revise Sheet C-103 to label each of the stormwater BMPs. For example:**

➤**The four roof drip edge filters are not labeled as stormwater BMPs on this sheet, but the applicant is using them to provide the required treatment. These BMPs should be labeled as DF-1, DF-2, DF-3, and DF-4.**

Response: There are three drip line filters modeled and sized. One for lot 6&7, one for lot 5, and one for lot 4. We have added labels to sheet C-103.

➤**The sheet shows four areas of porous pavers, not three, but based on HydroCAD, the applicant may be combining the porous paver areas north of Building 1 as one BMP. These BMPs should be labeled as PP-1, PP-2, and PP-3.**

Response: That is correct, the areas on the east side of Lot 3 one are modeled as one BMP.

➤**Label the UDSF as USDF-1.**

Response: USDF has been re-labeled to USDF-1.

➤**Label the subsurface sand filter.**

Response: The subsurface sand filter has been labeled.

**16. Calculations are provided only for DF-1, DF-2, and DF-3. Please also provide a calculation table for DF-4.**

Response: As previously mentioned there are three drip line filters modeled and sized. One for lots 6&7, one for lot 5 and one for Lot 4.

**17. Sheet C-101 suggests that the proposed USDF will be constructed entirely within a delineated wetland – a practice prohibited per Section 2(b) of Appendix E of Maine DEP Rule Chapter 500 and ineligible for coverage by NRPA Permit-by-Rule. Acorn will review future submissions to verify that Maine DEP (and USACE) have authorized this siting and the rationale provided for the approval.**

Response: We have submitted this to MDEP and included the wetland fill area in our Tier I Permit Application. Once we get comments back from MDEP we will forward those comments along to the Town.

**18. The calculation table provided for this BMP suggests that it's a chamber system. Please correct this table.**

Response: The table has been updated to reflect the USDF-1 BMP.

**19. Sizing calculations for this BMP are consistent with HydroCAD, but there appears to be a disconnect between the treated water quality volume shown in the Stormwater Treatment Summary with the water quality volume of the treatment depth in HydroCAD. Please review how the cumulative volume for this BMP is represented in HydroCAD.**

Response: We have recalculated the water quality volume from the storage tables in HydroCad. The updated information is included.

**20. The USDF detail on Sheet C-306 does not include an exterior perimeter drain to mitigate force against the impermeable liner in the event of high groundwater. Please provide information on seasonal high groundwater on the site, and include a perimeter drain in the design of this BMP if required.**

Response: We have added an exterior perimeter underdrain to the detail as well as a note indicating that a perimeter underdrain may be required if high groundwater is encountered.

**21. Construction of this BMP will require a low-permeability fill material placed around the liner and compacted to prevent seepage through the embankment. Review of this fill material should be included in Engineering review/approvals.**

Response: We have added a note to the detail indicating that this material should be reviewed by the engineer prior to placement.

**22. Sheet C-103 shows four areas of porous pavers, not three. HydroCAD suggests that the applicant may be combining the porous paver areas north of Building 1 as one BMP (in which case there are three areas of proposed porous pavers), but the Proposed Treatment Summary shows four areas of porous pavers. Please clarify the number and locations of proposed porous paver BMPs.**

Response: The fourth area of pervious pavers is located on the adjacent parcel, the 298 Main project. This project is a different project but is common scheme, so it was included in the calculations. The project has a proposed pervious paver patio with sand filter as part of the treatment.

**23. Sheets C-304 and Landscape Sheet 1 of 2 provide two different details for the porous paver BMP. It is unclear if this was intentional; please clarify.**

Response: We have removed the pervious paver detail from Sheet C-304, it remains on the Landscaping plans.

**24. Neither detail provided for the pervious pavers BMP specifies installation of an impermeable liner, suggesting that these are intended to be infiltration BMPs. As noted previously, no site-specific soil investigation data was provided, and the applicant has not provided information to demonstrate that the BMP satisfies the requirements of Section 4b or 4c of Appendix E of Maine DEP Chapter 500, which the Department uses to review proposed soil filters (including porous pavement) designed with an underdrain but without a liner. If infiltration is proposed, please provide supporting justification that satisfies this sections or Appendix D of Maine DEP Chapter 500.**

Response: We anticipate the pavers will be installed in onsite existing clays and as such the impermeable liner will not be needed.

**25. If the applicant is intentionally proposing two different designs for porous paver BMPs, Sheet C-103 shall clearly indicate to the contractor which cross-section shall be installed in which area.**

Response: We are not proposing two different designs for porous pavers. The details have been updated to reflect the one porous paver section with a sand filter.

**26. The porous paver areas shown on the Materials Plan (Sheet 12 of the set) are inconsistent with locations of porous and other (non-porous) pavers shown on Sheets C-200, C-102, C-103, C-201, and the landscaping plan on Sheet 11 of the plan set. Please revise plans for accuracy.**

Response: The porous paver areas have been updated to be consistent among the various plan sheets.

**27. Post-construction maintenance of porous pavement requires an executed five-year maintenance agreement with a vendor that can perform vacuum or regenerative air sweeping of this material. Please include this agreement in the Final Site Plan application package, stating the equipment that will be used by the vendor.**

Response: As discussed, this will be provided once a final owner/association has been established.

**28. The Subsurface Sand Filter/Chamber System on sheet C-305 does not include an exterior perimeter drain to mitigate force against the impermeable liner in the event of high groundwater. Please provide information on seasonal high groundwater on the site, and include a perimeter drain in the design of this BMP if required.**

Response: As discussed, it was determined that an exterior perimeter underdrain would not be required for this BMP.

- 29. Care should be taken to correctly label different products used in construction. Specifically, geotextile is referred to as woven when it is non-woven and vice versa. Please review details and modify materials, where appropriate.**

Response: We have updated the call outs for appropriate materials.

- 30. The calculation table provided for this BMP suggests that it's an UDSF. Please correct this table.**

Response: The calculation table has been updated.

- 31. Please provide a certification from the R-Tank manufacturer (ACF Environmental/Ferguson) stating that the BMP was designed appropriately.**

Response: We have submitted our revised plans to Ferguson for final sign off. Attached is a letter from Ferguson indicating that the R-Tank System has been designed per their specifications.

- 32. Post-construction maintenance of the R-Tanks will require an executed five-year maintenance agreement with a vendor authorized by the manufacturer. Please include this document in the Final Site Plan application package.**

Response: As discussed, this will be provided once a final owner/association has been established.

- 33. The applicant included a Stormwater Treatment Summary in the application, but many comments in this Memo apply to elements. Acorn will provide a more comprehensive review of proposed treatment calculations in the Final Site Plan application package once comments in this Memo have been addressed.**

Response: No response required.

- 34. Acorn will perform a review of the Post-Construction Inspection and Maintenance plan included in the Final Site Plan application to ensure that all BMPs have been adequately addressed.**

Response: No response required.

- 35. If Dirtbags will be used to provide treatment of dewatering, please show the proposed locations of these BMPs on a plan, to allow for review of distance from delineated wetlands, distance from Town-owned stormwater infrastructure, and accessibility for removal of the BMP after construction.**

Response: As discussed dewatering will be addressed in a soil management plan for the proposed project. As such we do not anticipate utilizing dirt bags at this time.

If there are any questions or you require any additional information, please let us know.

Regards,



Atlantic Resource Consultants, LLC  
Anthony Panciocco, PE.

<b>Underdrained Soil Filter, USDF-1 Sizing</b>		<b>Units</b>
Impervious Area	8,017	SF
Landscaped Area	7,218	SF
Storage Volume Required	909	CF
Surface Area Required	545	SF
Ponding Depth for Water Quality Volume	18	In
Bed Surface Area Provided	691	SF
Total Water Quality Storage Volume Provided	1,385	CF

**20-001.1 Post-Development**

Prepared by Atlantic Resource Consultants

HydroCAD® 10.20-2d s/n 08018 © 2021 HydroCAD Software Solutions LLC

Type III 24-hr 100-Yr Storm Rainfall=8.10"

Printed 8/15/2022

**Stage-Area-Storage for Pond UDSF-1: Filtration Basin (continued)**

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
82.41	691	477	82.93	815	820
82.42	691	480	82.94	818	828
82.43	691	482	82.95	821	836
82.44	691	484	82.96	823	844
82.45	691	486	82.97	826	853
82.46	691	488	82.98	829	861
82.47	691	490	82.99	832	869
82.48	691	492	83.00	835	878
82.49	691	494	83.01	838	886
82.50	691	496	83.02	842	894
BTM Pond 82.51	694	503	83.03	845	903
82.52	697	510	83.04	848	911
82.53	700	517	83.05	852	920
82.54	703	524	83.06	855	928
82.55	705	531	83.07	859	937
82.56	708	538	83.08	862	946
82.57	711	545	83.09	865	954
82.58	714	552	83.10	869	963
82.59	717	559	83.11	872	972
82.60	720	567	83.12	875	980
82.61	723	574	83.13	879	989
82.62	726	581	83.14	882	998
82.63	728	588	83.15	886	1,007
82.64	731	596	83.16	889	1,016
82.65	734	603	83.17	892	1,024
82.66	737	610	83.18	896	1,033
82.67	740	618	83.19	899	1,042
82.68	743	625	83.20	902	1,051
82.69	746	633	83.21	906	1,060
82.70	749	640	83.22	909	1,069
82.71	751	648	83.23	913	1,079
82.72	754	655	83.24	916	1,088
82.73	757	663	83.25	919	1,097
82.74	760	670	83.26	923	1,106
82.75	763	678	83.27	926	1,115
82.76	766	686	83.28	929	1,125
82.77	769	693	83.29	933	1,134
82.78	772	701	83.30	936	1,143
82.79	775	709	83.31	939	1,153
82.80	777	716	83.32	943	1,162
82.81	780	724	83.33	946	1,172
82.82	783	732	83.34	950	1,181
82.83	786	740	83.35	953	1,191
82.84	789	748	83.36	956	1,200
82.85	792	756	83.37	960	1,210
82.86	795	764	83.38	963	1,219
82.87	798	772	83.39	966	1,229
82.88	800	780	83.40	970	1,239
82.89	803	788	83.41	973	1,248
82.90	806	796	83.42	977	1,258
82.91	809	804	83.43	980	1,268
82.92	812	812	83.44	983	1,278



**20-001.1 Post-Development**

Type III 24-hr 100-Yr Storm Rainfall=8.10"

Prepared by Atlantic Resource Consultants

Printed 8/15/2022

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**Stage-Area-Storage for Pond UDSF-1: Filtration Basin (continued)**

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
83.45	987	1,288	83.97	1,162	1,846
83.46	990	1,297	83.98	1,165	1,858
83.47	993	1,307	83.99	1,169	1,869
83.48	997	1,317	84.00	1,172	1,881
83.49	1,000	1,327	84.01	1,177	1,893
83.50	1,004	1,337	84.02	1,181	1,905
83.51	1,007	1,347	84.03	1,186	1,917
83.52	1,010	1,357	84.04	1,190	1,928
83.53	1,014	1,368	84.05	1,195	1,940
83.54	1,017	1,378	84.06	1,199	1,952
83.55	1,020	1,388	84.07	1,204	1,964
83.56	1,024	1,398	84.08	1,209	1,976
83.57	1,027	1,408	84.09	1,213	1,988
83.58	1,030	1,419	84.10	1,218	2,001
83.59	1,034	1,429	84.11	1,222	2,013
83.60	1,037	1,439	84.12	1,227	2,025
83.61	1,041	1,450	84.13	1,231	2,037
83.62	1,044	1,460	84.14	1,236	2,050
83.63	1,047	1,471	84.15	1,241	2,062
83.64	1,051	1,481	84.16	1,245	2,075
83.65	1,054	1,492	84.17	1,250	2,087
83.66	1,057	1,502	84.18	1,254	2,100
83.67	1,061	1,513	84.19	1,259	2,112
83.68	1,064	1,523	84.20	1,263	2,125
83.69	1,068	1,534	84.21	1,268	2,137
83.70	1,071	1,545	84.22	1,273	2,150
83.71	1,074	1,555	84.23	1,277	2,163
83.72	1,078	1,566	84.24	1,282	2,176
83.73	1,081	1,577	84.25	1,286	2,188
83.74	1,084	1,588	84.26	1,291	2,201
83.75	1,088	1,599	84.27	1,295	2,214
83.76	1,091	1,610	84.28	1,300	2,227
83.77	1,094	1,620	84.29	1,305	2,240
83.78	1,098	1,631	84.30	1,309	2,253
83.79	1,101	1,642	84.31	1,314	2,266
83.80	1,105	1,653	84.32	1,318	2,280
83.81	1,108	1,665	84.33	1,323	2,293
83.82	1,111	1,676	84.34	1,327	2,306
83.83	1,115	1,687	84.35	1,332	2,319
83.84	1,118	1,698	84.36	1,337	2,333
83.85	1,121	1,709	84.37	1,341	2,346
83.86	1,125	1,720	84.38	1,346	2,359
83.87	1,128	1,732	84.39	1,350	2,373
83.88	1,132	1,743	84.40	1,355	2,386
83.89	1,135	1,754	84.41	1,359	2,400
83.90	1,138	1,766	84.42	1,364	2,414
83.91	1,142	1,777	84.43	1,369	2,427
83.92	1,145	1,788	84.44	1,373	2,441
83.93	1,148	1,800	84.45	1,378	2,455
83.94	1,152	1,811	84.46	1,382	2,469
83.95	1,155	1,823	84.47	1,387	2,482
83.96	1,159	1,835	84.48	1,391	2,496

WAV

1881 - 496 = 1385  
WAV



<b>R-Tank Storage System/ Sub-Surface Soil Filter #1 Sizing</b>		
		<b>Units</b>
Impervious Area	24,393	SF
Landscaped Area	15,887	SF
Storage Volume Required	2,562	CF
Surface Area Required	1,537	SF
Ponding Depth for Water Quality Volume	18	In
Bed Surface Area Provided	1,616	SF
Total Water Quality Storage Volume Provided	4,332	CF

# RR SQUARE - YARMOUTH

## LEVEL LIP SPREADER SIZING

25 YR STORM FLOW = 4.07 CFS

@  $\frac{1}{4}$  CFS / FT OF LEVEL SPREADER

$$\frac{4.07}{.25} = 16.28'$$

USE 20' Level Lip SPREADER



**Atlantic Resource Consultants**  
Engineering Strategies and Solutions

DRAWN: TP

DATE: 8-11-22

FIGURE

DESIGNED: TP

SCALE: -

CHECKED:

JOB NO. 20-001.1

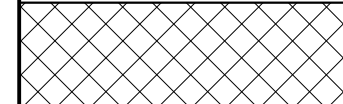
FILE NAME: RR SQUARE



## LEGEND

SYMBOL

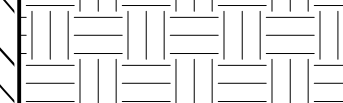
LAND USE



OTHER ROADS



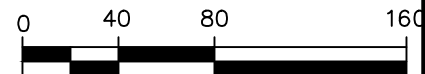
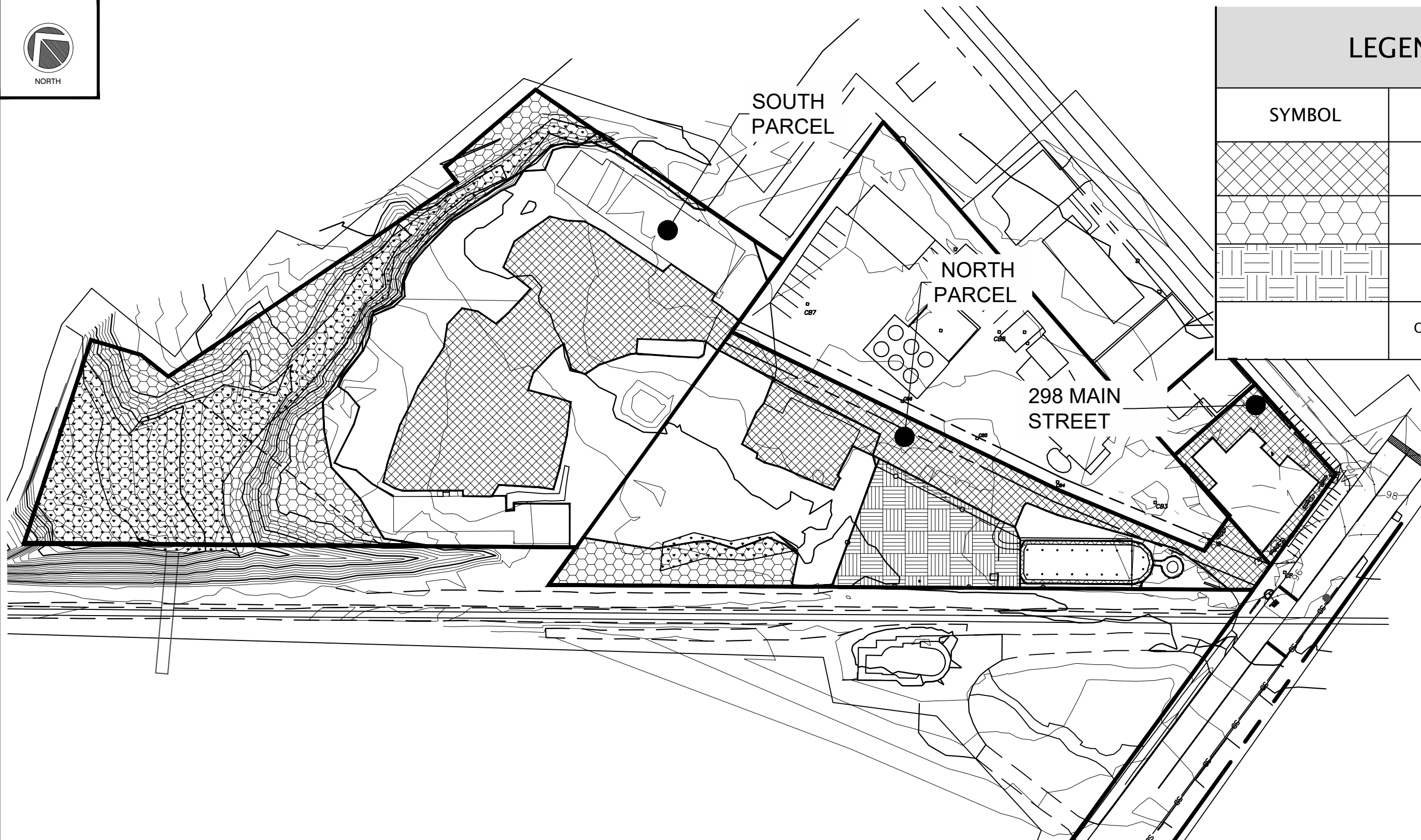
WOODS / FOREST



NON GRASSED LANDSCAPED



OTHER ROOFTOPS - NO HATCH



SCALE in FEET  
1"=80'



Atlantic Resource Consultants  
541 US Route One  
Freeport, ME 04032  
Tel: 207.869.9050

Drawn By: TP

Checked: TP

Scale: 1"=80'

Date: 8-12-2022

Project No.: 20-001.1

Project Information:

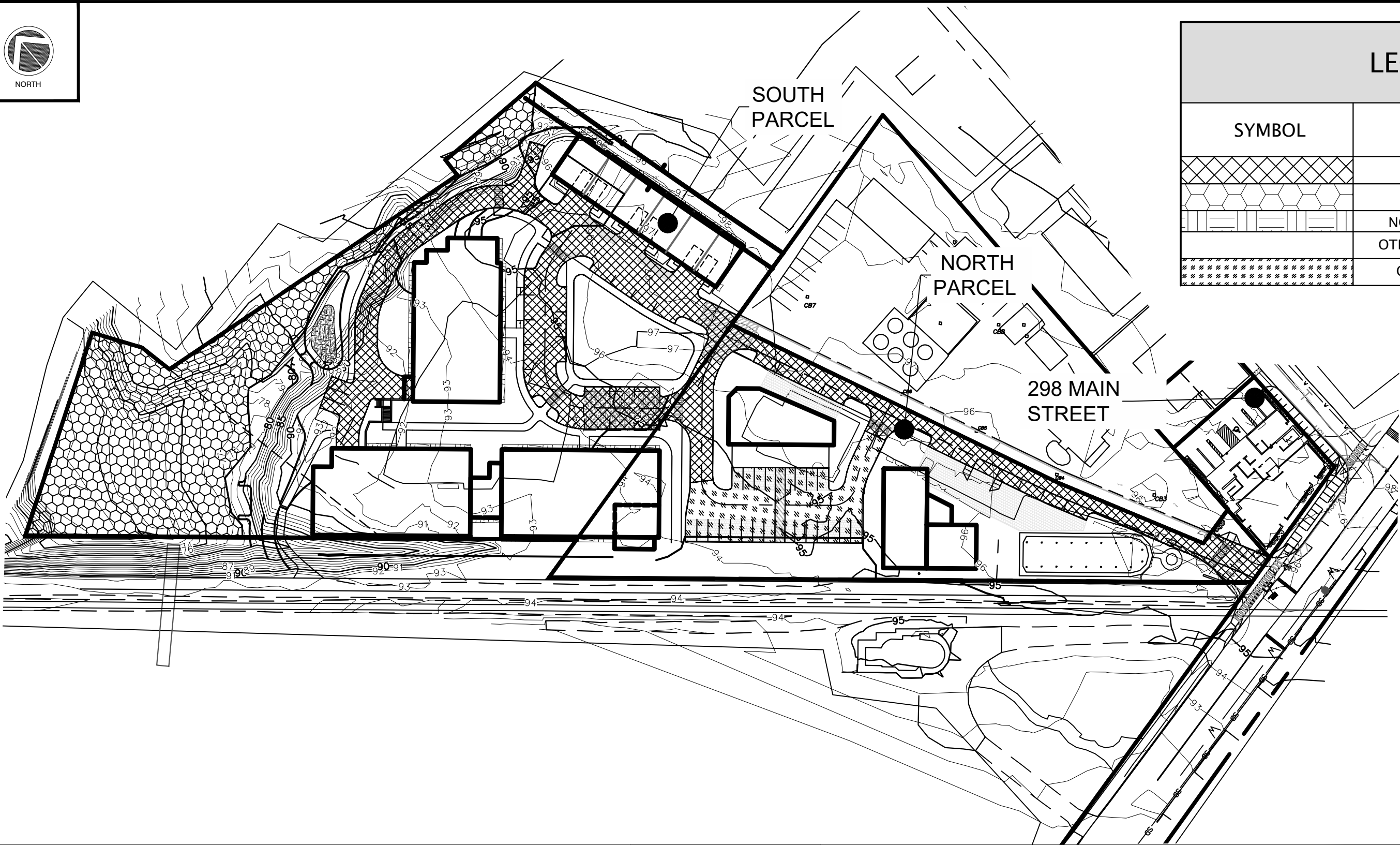
# RAILROAD SQUARE PRE- RE-DEVELOPMENT PLAN

YARMOUTH, MAINE

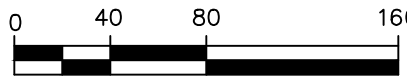
Sheet No.

1





LEGEND	
SYMBOL	
	OTHER ROADS
	WOODS / FOREST
	NON GRASSED LANDSCAPED
	OTHER ROOFTOPS - NO HATCH
	OTHER PARKING / DRIVES



SCALE in FEET  
1"=80'



Atlantic Resource Consultants  
541 US Route One  
Freeport, ME 04032  
Tel: 207.869.9050

Drawn By:	TP
Checked:	TP
Scale:	1"=80'
Date:	8-12-2022
Project No.:	20-001.1

Project Information:

**RAILROAD SQUARE  
POST RE-DEVELOPMENT PLAN**

YARMOUTH, MAINE

Sheet No.

**2**

**RAILROAD SQUARE REDEVELOPMENT  
YARMOUTH, MAINE  
STORMWATER MAINTENANCE PLAN**

**Yarmouth MS-4 Permit (Small Municipal Separate Storm Sewer  
System) and Post Construction Stormwater Management Ordinance  
Chapt. 330.**

Railroad square is located within the Town of Yarmouth Brick Hollow Watershed which is regulated under the Department of Environmental Protection (DEP) General Permit for MS4's throughout Maine. The MS4 program requires specific site stormwater system inspection, maintenance and reporting for the post-construction building and site. This Stormwater Plan identifies the stormwater devices installed as part of the Railroad Square project and outlines inspection, maintenance, and reporting requirements to be provided to the Town of Yarmouth Engineer or responsible party for administering the Yarmouth MS4 program. Additional requirements may apply as regulated under the Town Chapter 330 Post Construction Stormwater Management Ordinance.

## **Introduction**

The following plan outlines the anticipated inspection and maintenance procedures for the stormwater management devices (BMPs) for the project site. Also, this plan outlines several housekeeping requirements that shall be followed during and after construction. These procedures should be followed in order to ensure the intended function of the designed measures and to prevent unreasonable adverse impacts to the surrounding environment.

## **Maintenance Responsibilities**

During the phasing in of construction activities, the maintenance of all stormwater measures will be the direct responsibility of the Contractor. After acceptance by the Owner, in whole or on a phased basis, the maintenance of all stormwater management facilities, the establishment of any contract services required to implement the program, and the keeping of records and maintenance logbook will be the responsibility of the subdivision homeowner's association, Railroad Square at Yarmouth Village (HOA). The current contact for Railroad Square Associates LLC (Owner) and Railroad Square at Yarmouth Village (HOA) is:

Matthew Teare,  
[Teare.mattd@gmail.com](mailto:Teare.mattd@gmail.com)  
Railroad Square Associates, LLC.  
48 Railroad Square  
Yarmouth, Maine 04096

The procedures outlined in this inspection and maintenance plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional detail on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the “Maine Erosion and Sedimentation Control BMP” manual and/or the “Stormwater Management for Maine: Best Management Practices” manual as published by the Maine Department of Environmental Protection (MDEP).

1. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of controls. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to the appropriate regulatory agency upon request. A sample “Stormwater Inspection and Maintenance Form” has been included as Attachment 1 of this Inspection, Maintenance, and Housekeeping Plan.
2. **Recertification:** A qualified post-construction stormwater inspector hired by the person having control over post-construction BMPs shall provide on or by June 30 of each year a completed and signed certification to the enforcement authority in a form provided by the municipality, certifying that the post-construction BMPs have been inspected and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the post construction BMPs and if the post-construction BMPs require maintenance or repair of deficiencies in order to function as intended by the approved post-construction stormwater management plan, that person shall provide a record of the required maintenance or deficiency and corrective action (s) taken.

#### **MDEP Recertification:**

Additionally, a certification of the following must also be submitted to the Maine Department of Environmental Protection (MDEP) within three months of the expiration of each five-year interval from the date of issuance of MDEP permits.

- A. Identification and repair of erosion problems. 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. Inspection and repair of stormwater control system. All aspects of the stormwater control system 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.

- 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.
3. **Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system. If a municipality or quasi-municipal district chooses to accept a stormwater management system, or a component of a stormwater system, it must provide a letter to the MDEP stating that it assumes responsibility for the system. The letter must specify the components of the system for which the municipality or district will assume responsibility, and that the municipality or district agrees to maintain those components of the system in compliance with MDEP standards. Upon such assumption of responsibility, and approval by the MDEP, the municipality, quasi-municipal district, or association becomes a co-permittee for this purpose only and must comply with all terms and conditions of the permit.

## Post Construction

- 1. **Inspection:** After construction, it is the responsibility of the owner/HOA or assigned heirs to comply with the inspection and maintenance procedures outlined in this section. All measures must be maintained in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions in all applicable permits, shall conduct the inspections.
- 2. **Specific Inspection and Maintenance Tasks:** The following is a list of permanent erosion control and stormwater management measures and the inspection and maintenance tasks to be performed after construction.

## Ditches, Swales, and Riprap Aprons

Open swales and ditches shall be inspected on a monthly basis or after a major rainfall event to assure that debris and/or sediments do not reduce the effectiveness of the system. Debris shall be removed at that time. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper function. Maintenance shall include, but not be limited to, mowing, trimming and removal vegetation in the ditches as required to prevent vegetation from blocking or diverting storm flows,



replacement of riprap channel lining to prevent scour of the channel invert, removing vegetation and debris from the culverts.

Vegetated ditches should be mowed at least three times during the growing season. Larger brush or trees must not be allowed to become established in the channel. Any areas where the vegetation fails will be subject to erosion and should be reseeded and mulched immediately.

Riprap ditches and aprons where stone is displaced should be replaced and chinked to assure stability. With time, additional riprap may be added. Vegetation growing through riprap and accumulated sediments and debris should be removed on a bi-annual basis.

### **Drainage Pipes, Catch Basins, Drain Manholes and Culverts**

Culverts and piped drainage systems including all structures (catch basins, manholes, etc.) shall be inspected on an annual basis to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the pipe inlet and outlet. Sediment should be removed when its level exceeds 20% of the pipe diameter. This may be accomplished by hydraulic flushing or any mechanical means; however, care should be taken to contain the sediment at the pipe outlet, and not flush the sediments into the detention/infiltration pond areas as this will reduce the ponds capacity and ability to infiltrate runoff, and will hasten the time when the pond must be cleaned/rehabilitated.

### **Driveways, Walkways and Paved Areas**

Accumulations of winter sand along paved surfaces shall be cleared at least once a year, preferably in the spring, to minimize transportation of sediment during rainfall events. Accumulations on pavement may be removed by pavement sweeping.

### **Underdrained Soil Filter –Lots 4-5**

Inspections of the underdrained filter shall be conducted on a semi-annual basis and following significant rainfall events. Delayed or poor maintenance practices can result in loss of treatment capacity. Records should be kept of all maintenance operations to help plan future work and identify problem areas.

The basin embankments should be maintained to preserve their integrity including, but not limited to, vegetation maintenance (mowing, control of woody vegetation), rodent control, erosion control and repair, and outlet control structure maintenance and repair. The embankment should be inspected annually for erosion or destabilization of side slopes, embankment settling and other signs of overtop structural failure.

Basin plantings, and vegetation should be maintained on a quarterly basis. Regular maintenance activities should include cutting back shrub plantings where necessary to prevent excessive woody growth, removal of dead vegetation and re-planting to maintain good cover and root spread. Shrub or grass clippings should be removed to minimize the amount of organic material accumulation in the basin.

Sediment and debris should be removed from the sediment forebay at least annually, where applicable.

Bioretention cells and underdrained filters shall not be used for snow storage area. Snow storage should be sited so that snow melt flows to a pretreatment BMP before reaching the infiltration area.

Vehicular equipment used to maintain or rehabilitate the basins should work from the cell perimeter and not enter the basin floor area, as this would compact the soil surface and reduce infiltration.

The surface of the basins may clog with fine sediments over time. Maintenance of good plant or grass cover should minimize this; however, if ponded runoff does not infiltrate within 48 hours, rototilling the top of the soil bed may be required to reestablish the soils infiltration capacity.

### **Roof Drip line Filters – Lot Buildings**

Inspections of the filtering drip strips shall be undertaken on a quarterly basis and following significant rainfall events. The surface stone should be inspected for evidence of displacement, or erosion. Any accumulated debris, leaves, or loose vegetative matter should be removed from the surface to prevent clogging of the void space. The areas adjacent to the filtering drip strips should be inspected for erosion or bare soil that could migrate into the stone or filter media. Evidence of standing water, or poorly draining media should be noted as this may indicate the need for replacement of the materials.

### **Pervious Surfaces –Civic Plaza A,Thoroughfare 2, Lot 3,**

Pervious surfaces and pavement, whether asphalt, concrete or paving stones, have the potential to become impervious if not properly maintained. The following need to be planned for and be met:

Frequent inspections are performed during the first few months following construction. Then, the system is inspected routinely on an annual basis. Inspections should be made after significant storm events to check for surface ponding that could indicate failure due to clogging. Non-routine maintenance may require reconstruction of the surface treatment, and possibly the filter and reservoir layers, to relieve major clogging.

Prevent sedimentation due to the erosion of areas upgradient the pervious pavement structures.

Prevent vehicles with muddy wheels from accessing onto areas intended for pervious pavement.

**All pervious pavers/pavement shall be swept twice a year with a regenerative air vacuum sweeper.** Mechanical and traditional vacuum sweepers are not acceptable.

Limit salt use for deicing, and do not use sand.

Remove leaves and organic debris in the fall.

Measures should be taken to ensure that an area designed to be porous does not receive a future overlay of conventional non-porous paving.

### **Subsurface Sand Filter –Thoroughfare 4**

A legal agreement between the owner/HOA and an approved maintenance operator (ACF Environmental or approved equal) should identify the responsible inspector, all inspection and maintenance tasks, and all financial obligations.

Cleaning of the pretreatment device should be performed as identified by the entity holding the maintenance contractual agreement. A routine but specific inspection schedule needs to be identified for every site based on site variables such as anticipated pollutant load, percent imperviousness, land use (i.e. road, industrial, commercial, residential), etc.

The filter should be draining within 48 hours following a one-inch storm or greater. If the system drains too fast, an orifice may need to be added on the underdrain outlet or may need to be modified if already present.

The pretreatment structure must be cleaned when necessary.

### **Stone Berm Level Lip Spreader**

Riprap level spreaders where stone is displaced should be replaced and chinked to assure stability. With time, additional riprap may be added. Vegetation growing through riprap and accumulated sediments and debris should be removed on a bi-annual basis.

### **Reporting:**

The responsible party shall maintain records/logs of all inspections in an electronic format and provide an annual report to the Town of Yarmouth in accordance with their specific MS4 reporting requirements. Refer to the Town Engineer and the MS4 Stormwater Management Plan located at the following link for specific annual reporting requirements. Sample inspection logs are attached as *Exhibit A*.

[https://yarmouth.me.us/vertical/sites/%7B27541806-6670-456D-9204-5443DC558F94%7D/uploads/Yarm\\_2022\\_MS4StormwaterPlan2021\\_03\\_\(I\).pdf](https://yarmouth.me.us/vertical/sites/%7B27541806-6670-456D-9204-5443DC558F94%7D/uploads/Yarm_2022_MS4StormwaterPlan2021_03_(I).pdf)

Ferguson Waterworks  
94 Pleasant Ave  
South Portland, ME 04106



Anthony P. Panciocco, P.E.  
Senior Project Engineer  
Atlantic Resource Consultants  
541 US Route One, Suite 21  
Freeport, Maine 04032

August 17<sup>th</sup>, 2022

SUBJECT: Railroad Square Development, Yarmouth, Maine  
Plan Review

Dear Anthony,

Thank you for forwarding the Plan set of the proposed Railroad Square Development Project in Yarmouth, Maine to Ferguson for review of the proposed R-Tank subsurface stormwater storage / sand filter systems. Our team has reviewed the plans with the latest revision date of June 15<sup>th</sup>, 2022, and made the following observations:

- The project includes:
  - R-Tank subsurface system consisting of 515 R-Tank<sup>HD</sup> Double modules.
  - Subsurface sand filter (Maine DEP approved) consisting of 11 R-Tank<sup>HD</sup> Double Treatment Row modules where WQV flow enters the R-Tank modules over a subsurface sand filter section.
- R-Tank System 8R1 has the recommended system stone backfill widths, thicknesses and correctly shows elevation data for the specified systems.
- The treatment row modules are rotated 90° to ensure maintenance/treatment plates can be accessed by adjacent access basins (DMH-1 and CB-9).
- R-Tank System excavation is wrapped with an impermeable liner (top, bottom and sides).
- The subsurface sand filter R-Tank system overlays an MEDEP typical subsurface sand filter section including 2 layers of S300 woven geotextile below the R-Tank Treatment Row modules.
- The sand filter underdrain layer includes a 4" perforated pipe per the MEDEP subsurface sand filter section.
- Inlet control structures (DMH-1 and CB-9) are provided to direct WQV to the R-Tank Treatment Row modules before passing through the subsurface sand filter and expanded R-Tank System.

- Pretreatment is provided for the R-Tank Treatment Row system in the form of deep sumps in the upstream structures (DMH-1 and CB-9). Additionally, the use of the R-Tank Treatment Row isolates any sediment that enters the system and allows access for removal and maintenance.
- The R-Tank System is equipped with an outlet control structure – OCS-1 providing controlled release of the channel protection volume from the system.

Overall, Ferguson takes no exceptions to the location and application of the R-Tank storage and filtration system for this project.

It appears that the system has been designed in accordance with the design criteria set forth by Maine DEP for the R-Tank systems, the typical guidance for subsurface sand filters in Maine and also meets the R-Tank system Specifications etc.

With regard to the installation, Ferguson will host a preconstruction meeting with the site contractor and will be on-site at key steps of the installation to ensure that the installation is being conducted in accordance with our standard installation procedures.

Please review and contact me with any questions from your office.

We look forward to working with you on this project.

Sincerely,



Loren Joyce  
Stormwater Engineer  
Ferguson Waterworks



**MEMORANDUM:**

**FROM:** FREDERIC (RICK) LICHT, PE

**TO:** ERIN ZWIRKO, DIRECTOR OF PLANNING AND DEVELOPMENT, YARMOUTH

**RE:** RAILROAD SQUARE - RESPONSES TO STEVEN JOHNSON, PE, TOWN ENGINEER REVIEW  
MEMO DATED JUNE 30, 2022

**DATE:** AUGUST 17, 2022

The following responses are provided to the Preliminary Major Site and Subdivision Application review memo from Steven Johnson, PE dated June 30, 2022.

1. General –CBDC and Chapter 601 Subdivision Standards – No response required.
2. Right, Title and Interest – Submission Exhibit 1 provides the requisite deeds, easements and MDOT licenses demonstrating adequate right, title and interest in the property.
3. Solid Waste Management – Exhibit 3 provides minor updates to the prior submitted Solid Waste Memorandum. Additionally we have revised the options available to the lots under the new Town Solid Waste Ordinance amendments. The solid waste requirements are also referenced in the HOA documents.
4. Water – The YWD has provided the ability to serve the development with an 8-inch main as shown on the plans. The applicant's team will work the Yarmouth Water District on final system details as the project moves forward.
5. Parking –No response required. However the plans have added 5 ADA accessible spaces as shown on the site plans along with an ADA space summary table on Plan Sheet C-101.
6. Sewers -
  - A. Mr. Johnson has indicated that the Yarmouth sanitary sewer system has capacity to handle the projected 12, 132 gpd sewer flows.
  - B. Individual lot sewer connection permits will be obtained as the lots are developed and phased in.
  - C. The plans include additional specific notes on plan C-1 for specific Town of Yarmouth sanitary sewer requirements including testing and inspection. The updated plans dated 08-17-22 have added additional notes as requested along with specifications for the design, installation and maintenance of the sewer pump station on Lots 4/5. Notes have also been added to the HOA documents, Exhibit 2.
  - D. Additional Comments –stormwater comments are addressed in the attached response memo to Acorn Engineering (refer to comment 8.A below).

- E. The specific sewer pump station requirements noted in the Town Engineer's memo of March 7<sup>th</sup>, 2022 have been incorporated into specific requirements and notes on Plan Sheet C-1 and also on the Subdivision Plat. These specifications have further been referenced in the updated HOA Documents.
- 7. Storm Drainage –All storm drainage will be privately owned and maintained by the Subdivision Association. Materials and specifications shall conform to the Town of Yarmouth standards as indicated on the plans.
- 8. Drainage, Stormwater Management –
  - A. Pre-Post and Treatment Analysis –The applicants team has met with Aubrey Strause of Acorn Engineering on August 10<sup>th</sup> to review all stormwater related comments and the plans revised accordingly. Refer to the attached response letter to the July 6<sup>th</sup> Acorn Engineering letter prepared by Atlantic Resource Consultants, Inc.
  - B. All stormwater infrastructure will be the responsibility of the Subdivision Association. A Stormwater Operations and Maintenance plan has been provided in the prior submission Stormwater Management Report which includes post construction inspection and reporting requirements for the Town MS4 General Permit and Chapter 330 standards. Additional shared responsibilities for the subdivision are indicated in the Subdivision Declaration of Easements, Covenants and Covenants for Railroad Square at Yarmouth Village (HOA) documents, contained as *Exhibit 1*.
  - C. See B. above.
  - D. DEP Permitting – DEP Chapter 500 stormwater permit and NRPA Tier 1 wetlands permit applications are being prepared for submission to the DEP in the coming weeks.
- 9. Erosion and Sediment Control - The project plans include an Erosion Control Plan and details - , sheets 10, 15 and 16 of the plan set for the subdivision and infrastructure construction activities. Additionally each lot will be required to reference the approved master Erosion Control Plan, DEP Permits and incorporate additional lot specific erosion controls into each lot site plan.
- 10. Soils – The soils in the areas of re-development are all manmade and disturbed. The DEP Voluntary Response Action Program (VRAP) report prepared by St. Germain Associates for the applicant includes site specific soils and subsurface conditions data including boring logs, attached as Exhibit 5. The conditions of the VRAP No Action Assurance Letter (Exhibit 4) and Phase 2 investigation will be incorporated into any site excavations for utilities, foundations, etc. and soils removed or re-used will comply with the VRAP conditions. The VRAP conditions of approval have been added to Sheet C-1. The subsurface stormwater BMPS (under drained soil filter and R-Tank/sand filter system) will be wrapped in geotextiles unless situated within the subsurface clay layers. Additional notes have been added to the plan details. This information was reviewed also with Aubrey Strause in our meeting of August 10.

The applicants can forward any additional geotechnical investigation information to the Town Engineer as each lot is developed.

11. Bike Racks - Concur. Bike racks are shown in several locations onsite. Refer to the Materials Plan, sheet 12.
12. Lighting – Mr. Johnson concurs with the Photometric plan submitted on May 11<sup>th</sup>. Additionally each Lot development plan will include any additional lighting requirements. All fixtures will be cut-off or dark sky compliant.
13. Waivers – The Planning Board granted two (2) waivers of the CBDC at the June 8<sup>th</sup> meeting (refer to the Preliminary Plan Notice of Decision):
  - A. Lot 1 Frontage waiver due to pre-existing conditions.
  - B. Use of Road thoroughfare in the CD-4 District due to pre-existing conditions at the site entrance and Main Street.
14. Off-Site Improvements – The MDOT rail with trail multi-use path is being strongly supported by the applicants and will be an important element of the proposed walkable-bikeable community. However the Town will be moving this demonstration trail forward in concert with the supporting rail trail groups and MDOT as the applicants for that project.
15. Plan Review Comments: Due to the detailed nature of the Item 15 comments, rather than providing written responses to each item we have attached the Item 15 comments pages of Mr. Johnsons memo and checked off or annotated the response to each item.
16. Other: Mr. Johnson requested that the applicant provide mannings calculations demonstrating that the proposed 8-inch gravity sewer pipes will provide sufficient cleansing velocity at a slope of 0.5% as designed. The calculations are attached to this response memo.

END OF RESPONSE COMMENTS

## Memo

To: Erin Zwirko, AICP, Director of Planning and Development  
From: Steven Johnson, P.E., Town Engineer  
CC: Erik Street, Nick Ciarimboli, Chris Cline, Wendy Simmons, Karen Stover, Julie Dubovsky  
Date: June 30, 2022  
Re: Initial Final Major Site and Subdivision Plan Application: 1 and 48 Railroad Square

Erin:

\* MEMO #15 PLAN DETAILS ANNOTED ON  
PAGES 3-5 BY L.E.D 8/17/22

I have reviewed the subject application from Rick Licht of Licht Environmental Design, LLC on behalf of Bickford Transportation for redevelopment of 1 and 48 Railroad Square dated June 15, 2022. After review, it appears to me that there is substantial work required to bring the design plans to level that can be considered a final application submittal. As you recall, the preliminary submission did not include substantial information regarding the utilities, stormwater infrastructure and road design, which would have normally been submitted at the preliminary stage. The information provided in this submission will require major updating that should really be presented in another final review before the Board.

That said, I have the following technical comments on the application:

1. General: As noted in my prior memos, the applicant is proposing to redevelop an existing industrial site under Chapter 703 Character Based Development Code Article 6 Development Plan. The parcels will be divided into seven (7) lots that will include arts/event space, mixed use, community space and 55+ residential units. The existing lots are located in the Village Center (CD4) District. This project will be developed as part of a common scheme of development with the 298 Main project and I understand that each lot development will require review and approval separately.
2. Rights, Title: The applicant has yet to submit adequate right, title, and interest in the property to perform the project. This is a requirement and should be submitted as part of the final submission.
3. Solid Waste: The applicant has provided a solid waste management plan that appears appropriate which includes service by contracted waste hauler and private use of the Town Transfer Station. I anticipate that Erik Street, Public Works Director, will also weigh in on the plan.
4. Water: Domestic and fire suppression water services for the new development will be served by a proposed new 8" water main extension from Main Street. The applicant has indicated that the capacity to serve from the Yarmouth Water District (District) was



submitted via e-mail and was included in your report to the Planning Board dated June 2, 2022.

5. **Traffic\Parking:** The applicant has provided a traffic analysis and parking information previously. The submission has been reviewed by Tom Errico, P.E., of TY Lin, the Town's third-party traffic engineer and I believe the applicant has generally addressed Tom's concerns. Please see Tom's letter to me dated June 30, 2022.
6. **Sewers:** The applicant has indicated that the project is projected to generate 12,132 GPD of sewage from the new buildings at full build out and is proposing to serve the new building from a new sewer pump station and main extension.
  - A. As noted, before, there is adequate capacity in the Town sewer system to accept sewage flow from the project.
  - B. A sewer connection permit application and fee for each building/service will be required before the issuance of the building permit.
  - C. It should be noted that during construction of all sewer infrastructure, all work must be inspected by Town staff prior to backfilling and all sewer work shall be constructed per Yarmouth Town Standards.
  - D. Additionally, please note my comments noted below and in Acorn Engineering's review comments
  - E. As a condition of approval, the requirements noted in my comment number three noted in my memorandum to you dated March 7, 2022, regarding the proposed pump station shall be incorporated in the final drawings and submissions. Additionally, the applicant shall submit a sewer system Operations and Maintenance plan for the sewer infrastructure that will help guide the HOA to manage the system.
7. **Storm Drains:** All storm drain infrastructure must conform to Yarmouth Town Standards. Additionally, all connections to Town infrastructure shall be per Town requirements.
8. **Drainage, Stormwater Management:**
  - A. A formal pre- and post-stormwater analysis has been submitted as was reviewed by Acorn Engineering. Please see Aubrey Strauss, P.E., comments noted in her letter dated June 30, 2022. I concur with her comments.
  - B. Additionally, all stormwater BMP's and their maintenance shall remain the responsibility of the applicant and thought should be given to future maintenance of the BMP's. The applicant's attention is called to Chapter 330 of Yarmouth's Code of Ordinances, *Post Construction Stormwater Management Ordinance*. This ordinance will apply to this project. This responsibility has been incorporated into the Homeowner's Association (HOA) documents.
  - C. The applicant has submitted a site-specific Operations and Maintenance Manual (O&M Manual) for the stormwater BMPs used on this project.
  - D. It appears that the project will require environmental permitting from the Maine DEP. Prior to the issuance of building permits or start of construction, the applicant shall forward to the Town all final environmental permits. This shall be a condition of approval.



9. Erosion and Sediment Control: The required ESC Best Management Practices for the project have been included in the drawings and shall meet MDEP standards. The Town expects that during construction the applicant and their construction manager/contractor perform the required inspections and enforcement of the ESC plan per MDEP requirements, including weekly inspections and documentation of all inspection work. In addition, the Town will be performing site inspections and will be reviewing the inspection records per the Town's NPDES MS4 General Permit. It is also very important that the BMP's be installed prior to the disturbance of site soils and vegetation. Additionally, the project may require coverage under the Maine Construction General Permit.
10. Soils: The applicant has submitted a soils report for the site in a prior submission and as noted before, the existing soils appear to be Made land (Md), Elmwood fine sandy loam (EmB) and Suffield silt loam (SuC2). Also, a fair amount of Made land, (which can be unclassified fill material), exists on the site, particularly where the new buildings are proposed. As part of the final submissions for each building site the applicant shall provide an adequate soils report from a Professional Engineer licensed in the State of Maine that evaluates the in-situ site soils and provides guidance for foundation design of the proposed structures.
11. Site Plan/Ordinance Requirements:
  - A. The applicant has proposed several bike racks on site for public use.
12. Lighting: The applicant has submitted an adequate photometric plan for the roadway and public space. For future building sites, all specified lighting should be cut off fixtures to ensure light emissions do not spill onto abutting properties.
13. Waivers: The applicant has not requested any waivers at this time.
14. Off-site Improvements: The applicant is proposing to provide off-site improvements including a multi-use trail segment as well as potential improvements to the Main Street/Railroad Square intersection. See B1 below.

15. Plan Review Comments:

SEE RESPONSES & CHECKED ITEMS BELOW

A. Project Notes and Legend Plan, Sheet C-1

DONE

✓1.

General Utility Notes, Note 11 references the Beth Condon Path. This note should be updated to remove the Beth Condon Path reference, however, should remain and require bicycle and pedestrian access per MUTCD standards.

✓2.

Utility Plan Notes, Note 2 should be amended to include the following: "All sanitary sewer main shall be installed using a pipe laser per Town Standards".

✓3.

I would recommend that any pertinent information regarding VRAP requirements for the site, if any, be added to the sheet.

✓4.

A note should be added that during construction access shall be maintained for Down East Energy and their customers including all vehicles, bicycles, and pedestrians per MUTCD standards.

B. Overall Site Plan, Sheet C-101

1.

The proposed offsite improvements including the proposed rail trail and Main Street frontage improvements have been left off the plan. I assume that as part of the final plan an

GELI. NOTE 12

RAIL TRAIL  
TO BE DESIGNED  
BY TOWN WITH  
SUPPLY BY RPS



agreement regarding either the construction of the improvements or contribution in lieu will be considered.

C. Proposed Subdivision Plan Sheets 1-3

- ✓1. The drawings have been plotted in color, which makes it easy to read on bond paper, however I am not sure how that will affect clarity when plotted on mylar. The applicant may have to perform minor linework changes to provide a readable mylar for recording.

LINework  
REVISED

D. Grading and Drainage Plan, Sheet C-102

- ✓1. General overall comment: The line type for proposed infrastructure is thin and appears to be gray tone so it is VERY difficult to see and understand the design. In all cases the proposed infrastructure line type and thickness should be bolded and thickened to allow clear understanding of the design intent.

- ✓2. It appears that DMH-6 is missing several invert in elevations. I would suggest that the applicant perform a full QA/QC review to confirm slopes, sizes, elevations, etc. to help minimize construction issues in the future.

ADDED NOTE:  
REV. DRAIN  
P&P SHEETS

- ✓3. While not required, I strongly recommend that the applicant consider the installation of underdrain to provide road base material drainage. This will likely provide a much longer life to the road system.

E. Utility Plan, Sheet C-103

- ✓1. The proposed utilities at the entrance of the development are fairly close and do not appear to meet the required six (6) feet of separation between water, natural gas, and sewer mains. The applicant shall make every effort to maintain a six foot or greater separation where possible.

REFER TO  
UTIL. PLAN.  
5' 6" MAINLINES &  
10' STD W.

- ✓2. A paved service area for the sewer pump station should be included to allow a service truck to park adjacent to the pump station for system checks and maintenance.

ADDED

F. Materials Plan, Sheet 12

- ✓1. The Materials Plan does not seem to agree with the Grading and Drainage plan. The plan should be updated to reflect the proposed pervious pavers vs regular pavers, etc.

- ✓2. It appears that the lot for Down East Energy is shown to be pervious pavers based on the number 4 icon. I assume this is a mistake and should be removed.

CORRECTED

CORRECTED

G. Plan and Profile I, Sheet C-200

- ✓1. The proposed road profile has several segments with a grade of less than the Town standard of 0.50% and even less than 0.35%, which is the minimum AASHTO recommended profile grade. I am concerned that the road will not drain and will pool water cause both an icing issue and road maintenance issues. I would recommend that this be reviewed by the designers and address if possible.

DISCUSSED  
+ ADDRESSED  
IN COVER LETTER  
MEMO RESPONSE

H. Plan and Profile II, Sheet C-201

- ✓1. The plan view of Station 40+00 to 43+05 appears to have overlapped baselines.

- ✓2. The corresponding profile view appears to have less than 3 feet of cover over the pipe crown, based on the centerline profile and the rim invert elevations. There should be at least 3 feet of cover over the pipe to protect from freezing.

CORRECTED

"

- ✓3. It appears that the catch basins are designed with a four-foot sump, which is acceptable, however a bit excessive and expensive. Yarmouth's standard is a four-foot diameter basin with a two-foot sump.

"

- ✓4. The proposed storm drain system and sewer force main are not shown in the plan/profile and should be.

"

- ✓5. The profile for Station 20+00 to 23+20 does not show the storage BMP or storm drain lines. It should be noted that once the existing septic tank and septic field is removed to construct the road and stormwater BMP's the existing buildings served by that system cannot be occupied since there is no sewer service. This should be considered by the applicant.

ADDED

TO BE  
COORDINATED

I. Site Civil Details I, Sheet C-302

- ✓1. Detail F Curb and Sidewalk Detail: The concrete compressive strength may be reduced to 3,000 psi from 4,000 psi if desired.

OK

J. Site Civil Details II, Sheet 303

- ✓1. Detail A Cast Iron Truncated Dome Detail: The detail should note the dome field installed to the full width of the ramp opening per ADA standards.

NOTE

K. Site Civil Details III, Sheet 304

REUSED

M.

Detail C Typical Roadway/Thoroughfare Section Detail: The sidewalk cross slope should be noted as 2% Maximum per ADA standards.

CORRECTED

L.

Site Civil Details IV, Sheet C-305

M.

Detail E Outlet Control Structure OCS-1: The structure is not drawn in conformance with the plans and Detail B.

✓ 16.

I reserve the right to provide additional comments on future submissions. If you have any questions or require additional review, please see me.

**MEMORANDUM:**

**FROM:** FREDERIC (RICK) LICHT, PE

**TO:** ERIN ZWIRKO, DIRECTOR OF PLANNING AND DEVELOPMENT, YARMOUTH

**RE:** RAILROAD SQUARE RESPONSES TO ERIK STREET DIRECTOR OF PUBLIC WORKS, REVIEW LETTER DTD. JULY 06, 2022.

**DATE:** AUGUST 17, 2022

The following responses are provided to the most recent staff review memorandum provided by Erik Street, DPW Director, dated July 06, 2022. Response items correspond to the same numbered items in Mr. Street's memo –Only items requiring a response are included below.

2. Right, Title & Interest: RT&I information is provided in the attached submittal *Exhibit 1*.
4. HOA Documents: No response required. However refer to Updated HOA documents in *Exhibit 2* for additional information on waste management and overall HOA Maintenance responsibilities.
7. Solid Waste: We have discussed and reviewed the new Yarmouth Solid Waste Policies with Mr. Street and as a result have included minor revisions to the Solid Waste and Recycling Management Plan. See *Exhibit 3*. We appreciate the input from Mr. Street to help understand the options available to residents and commercial uses onsite.
11. Drainage, Stormwater Management - Winter Sanding: Both the Stormwater O&M Plan and the HOA documents have added specific provisions for winter sand maintenance. Porous pavers especially will require twice a year vacuuming with a regenerative vacuum machine or equal.
13. Erosion and Sediment Control: Earthwork Note 5 has been added to Plan Sheet C-1 requiring the individual lot contractors to be responsible for all sub contractors activities and tracking of sand or mud onto roadways.
19. Site Plan Drawings

**Plan C-1 Project Notes & Legend:**

- General Notes - Note 8 –reference to Beth Condon Pathway has been removed.
- General Notes - Note 13 added –re: working hours.
- Earthwork Notes - Note 5 added re: Each lot GC is responsible for all subcontractors and tracking materials into or out of the site.
- Utility Notes –Note 7 revised to add “Right of Way Permit” to the required Utility Location Permit.

**Plan C-102 Grading & Drainage Plan:**

- Railroad Culvert – we have inspected the stone railroad culvert which receives drainage from the site and neighborhoods to the west via a stream and wetland corridor/system. We also have observed the culvert to be  $\frac{3}{4}$  or more full however the project stormwater management system and analysis demonstrates that there will be no peak stormwater flow increases for any of the storm events analyzed. Furthermore the project adds approximately 0.1 to 0.2 additional acres of impervious area to the current site conditions but also provides detention and treatment meeting the DEP and Town of Yarmouth Stormwater standards where none exists today.
- Underdrain in road system – we have added a note to the Plan and Profile sheets to review soil conditions prior to road construction for evaluation of the need for an underdrain prior to the ordering of concrete storm drain structures.

END OF RESPONSE COMMENTS



**MEMORANDUM:**

**FROM:** FREDERIC (RICK) LICHT, PE

**TO:** ERIN ZWIRKO, DIRECTOR OF PLANNING AND DEVELOPMENT, YARMOUTH

**RE:** RAILROAD SQUARE RESPONSES TO TOM ERRICO, TRAFFIC PEER REVIEW LETTER DTD. JUNE 30, 2022.

**DATE:** AUGUST 17, 2022

The following responses are provided to the most recent traffic peer review provided by Tom Errico, PE, PTOE dated June 30, 2022 which also includes Mr. Errico's prior comments. *Note that comments previously addressed and found acceptable by Mr. Errico are omitted from this response –numbered items correspond to the remaining items addressed in Mr. Errico's letter.*

**1. TF-1 and TF-2 (Road and Village Street) :**

- a. Down East Energy (DEE) delineation. The Materials Plan, Sheet 12 indicates the edge line as stamped bituminous pavement. Contrasting color to be determined at time of construction with consultation with DEE. The applicant agrees to continue to try to work with DEE to implement a more robust material change as a condition of approval.

**2. TF-3 (Village Street):**

- a. Lot 6-7 Carriage House walk –a walk is not proposed and was discussed with the Planning Board at the July 20<sup>th</sup> meeting with general support of no walk on the west side of TF-3.
- b. The two oversized parking spaces (30 by 8 feet) in front of Lots 6-7 will use textured pavers to create a visually narrower travel way of 20 feet (two-way) at TF-3. These will be at grade and although the southernmost space may encroach on a WB-50 vehicle movement or the large fire ladder truck movement, that is not a typical movement and we feel that creating a more attractive shared use type of space would override the very occasional large truck movements. The fire ladder truck could in an emergency ride over the inside radius curb at the turn to TF-3 if a vehicle were parked in the southernmost parking space. (See *Exhibit 6.*)

**5. Turning Templates:**

- a. Turning templates for large trucks previously provided were found to be acceptable. We have also provided as additional information, turning movements for the YFD design ladder vehicle, contained as *Exhibit 6.*

- b. Mr. Errico is however recommending an easement be acquired from DEE for the right turn for large semi-trailer trucks from TF-4 onto the main access TF-2 as that movement encroaches onto the open paved DEE property. Our response is that with a shared facility and an abutter (DEE) which is a truck focused business, there should be an understanding from the concept of the CBDC that there may be overlap of travel ways for some infrequent movements. This is not atypical in a semi-urban or urban situation. As an example, the DEE and most vehicles existing Railroad Square currently operate well outside of the 20-foot shared access and utility easement and encroach onto Railroad Square property without formal easements, and have been doing so for years. We do not believe an easement is required from DEE for the referenced , infrequent large truck turning movement.

**6. Site Drive and Main Street Intersection:** Refer to item d under Other, below.

**Other:**

- a. TF-2: Delineation of DEE edge with stamped pavement. Refer to comment response #1.
- b. TF-3: Sidewalk at Lots 6/7 Carriage Houses. Refer to comment response #2.
- c. Traffic Impact Study: Response from MDOT re: Confirmation that a Traffic Movement Permit is not required. A response letter from MDOT dated July 05, 2022 is attached to this response memo confirming that a TMP is not required.
- d. Main Street/Railroad Square intersection design details: The applicants will continue to work closely with the Town and Ransom Engineering as the design progresses to incorporate best practices and final design elements for the RRSQ drive intersection in final construction plans. However until such time as the intersection public design process is completed we have selected to leave such details off the plans.

END OF RESPONSE COMMENTS

**MEMORANDUM:**

**FROM:** FREDERIC (RICK) LICHT, PE

**TO:** ERIN ZWIRKO, DIRECTOR OF PLANNING AND DEVELOPMENT, YARMOUTH

**RE:** RAILROAD SQUARE RESPONSES TO THE PARKS AND LANDS COMMITTEE REVIEW MEMO OF MARCH 03, 2022

**DATE:** AUGUST 17, 2022

The following responses are provided to the referenced Parks and Lands Committee memo dated March 03, 2022. Note that many of the comments have generally been addressed or responded to through prior plan submittals. This response memo addresses –by general category - outstanding or open comments requiring additional clarity or those relating to the Chapter 703 CBDC, Subdivision Chapter 601 or other relevant standards.

1. Areas H & I at the rear of Lots 4 & 5 slopes: The memo recommends pulling back from the tops of the existing steep slopes in the southern area of the property which form the sides of the heavily eroding wetland drainage swale. This is not practicable nor would this provide any environmental or aesthetic improvement as the slopes are not natural and are created primarily out of manmade fill and are not compacted leading to erosion. We feel that “culverting” the channel and raising the grades to match or slope gently to the woods beyond will actually ADD green space and provide a connection to the wooded strip on the inaccessible south side of the swale rather than trying to protect the man made eroding swale which exists today.
2. EV Stations –Electric Vehicle Charging Stations will be incorporated around the site and in the garage area of the senior buildings on Lots 4 and 5.
3. Universal Accessibility (UA) to open spaces –While the developed portions of the site have been designed to comply with the Federal Accessibility Standards and provide for ease of movements for all pedestrians and cyclists, the access to the natural or green areas in the southern portion of the site is more challenging. Areas H and I will provide accessibility to the pocket park area and the pathway behind building 4 up to the proposed rail trail has been designed at 5% grade or less complying with the Accessibility Standards. We welcome comments for the final design of these green spaces to provide the greatest level of universal accessibility which will benefit the mobile senior residents onsite as well.
4. Natural Resources (conservation lands, easements, habitats, etc. )– The Parks and Lands Committee recommends a plan for maintenance of the natural areas (southern portion of the site) including protecting from erosion, stormwater management, preserving wooded wetlands, maintenance of invasives, etc. The project through the Town, DEP and Corps of Engineers review and permitting

process accomplishes all the above by meeting or exceeding local, state and federal standards. Of particular we would emphasize the following best practices:

- a. We have incorporated language into the HOA documents with regards to maintenance of invasives and prohibiting the planting of invasive plant materials per the Town approved planting list.
  - b. The site currently has NO stormwater controls resulting in direct untreated runoff to the southern wetlands of extensive impervious and gravel surfaces together with sedimentation of wetlands from the badly eroding slopes and drainage channel. The project will greatly IMPROVE on these conditions by adding maintained green spaces, implementing a comprehensive stormwater treatment system, removing invasive plants (Japanese Knotweed located on the southern slopes) and re-vegetating and re-grading/stabilizing these slopes and filling in and culverting the badly eroding channel below the current parking lots.
  - c. All proposed activities are being reviewed by multiple agencies to ensure the project meets all environmental standards.
  - d. Soil and Groundwater borings were conducted by the environmental consultants as part of an ESA Phase II assessment leading to the completion of the State DEP VRAP program –again providing for mitigation measures to be employed under the review of the DEP to mitigate any contaminated soils and protect groundwater. The applicant should be commended for taking such a costly and environmentally responsible approach to re-developing this industrial site.
5. Good neighbor factors: The site has been designed to include state of the art, 90 degree cut off, LED, night sky sensitive fixtures similar to the Town Main Street fixtures and will be ADDING significant tree canopy to a site which has minimal tree cover in the developed areas of the site. The entire southern portion of the site is proposed for senior housing – a cohort of responsible, quiet neighbors while the mixed use commercial spaces will be in character with the surrounding Main Street corridor as a mixed use street with minimal noise impacts on abutting properties. All local and state noise standards will be met.
6. Visual and Landscape Design: The prior submission provided updates to the Landscape Plan to include only “approved” species of plant materials. Refer to the Landscape Plan for specific planting species. Additionally the landscape details reference the Town of Yarmouth soil specifications for the public planting beds to ensure tree wells and plant beds provide the greatest opportunity for tree and shrub growth and success.

END OF RESPONSE COMMENTS